Permission Decision Support Document

Application Details

Decision Maker	THE HONOURABLE TAMA POTAKA, The Minister of Conservation,
Applicant:	Pure Turoa Limited
Permission Number	109883-SKI
Permission Type	Notified lease and licence concession

Key Dates

Application received	7 December 2023
Decision due	5 April 2024

List of documents attached as appendicies

Appendix 1	Maps of lease area, including licence boundary, amenities area
Appendix 2	List of structures
Appendix 3	Table of Treaty Partner engagement
Appendix 4	Submissions from Treaty Partners and records of engagement
Appendix 5	Thematic analysis of Treaty Partner feedback
Appendix 6	Memo application ready to notify
Appendix 7	Full assessment of effects
Appendix 8	Operations Team - Effects contributions
Appendix 9	Technical Advice received – Ecological, Visitor, Heritage
Appendix 10	Full analysis of statutory planning documents

Contacts

First Contact	Stacey Wrenn, Senior Manager Regulatory Delivery
Principal Author	Lynette Trewavas, Senior Permissions Advisor

1. Purpose

1.A decision is sought from the Minister of Conservation under section 49 of the National Parks Act 1980 (NPA) and Part 3B of the Conservation Act 1987 (the Conservation Act) for a concession (lease and licence) by Pure Tūroa Limited to operate the Tūroa Ski Area.

2.Unless otherwise indicated, references to sections within legislation are intended to refer to sections within the Conservation Act.

2. Background and context

3.Ruapehu Alpine Lifts Limited (in liquidation and receivership) (RAL) currently holds concessions for two ski fields in Tongariro National Park (the Park) under concessions: one at Whakapapa and one at Tūroa. The Tūroa concession was granted in 2017 for a term of twenty-five years, with up to an additional seven rights of renewal of five years.

4.RAL entered voluntary administration on 11 October 2022, liquidation on 21 June 2023 and subsequently receivership from 27 October 2023. RAL currently has receivers and liquidators appointed to conduct its affairs.

5. RAL's operations at Tūroa Ski Area are currently authorised by concession 48601-SKI. RAL's activities are presently being managed by the receivers. If you decide to grant a concession to PTL, and PTL accepts the terms of that concession, RAL will surrender its concession before PTL's concession takes effect.

6.Pure Tūroa Limited (PTL or the Applicant, depending on the context) was incorporated on 13 March 2023 and has two directors – Gregory Hickman and Cameron Robertson.

7.In 2023 RAL's liquidators led a process seeking bids to acquire RAL's assets. All bidders requested some form of Crown financial support. MBIE (Kānoa – Regional Economic Development & Investment Unit) assessed bidders' requests for Crown financial support.

8.In February 2024 PTL and RAL entered a conditional Sale and Purchase Agreement to purchase Tūroa ski field assets. The agreement involves $3.05 million of funding from the Crown to PTL and equity in PTL for the Crown. Crown funding would come from the Regional Strategic Partnership Fund, managed by MBIE. Pure Tūroa Holdings Limited, being the other shareholder in PTL, will contribute Sec 9(2)(b)(ii) of equity capital to PTL.

9.PTL cannot operate the Tūroa ski field without a concession under the Conservation Act. Accordingly, the Sale and Purchase Agreement (and the Crown's agreement to fund PTL) is conditional on PTL obtaining a concession. PTL lodged its application with the Department on 7 December 2023. In essence, PTL is seeking to continue RAL's activities on the Tūroa ski field. At this stage, and for reasons explained in this report, PTL is only applying for a 10-year concession term, which is significantly shorter than RAL's current concession for Tūroa. PTL has signalled its intent to apply for a longer term in future.

10.PTL wishes to operate the Tūroa ski field for the 2024 ski season. In order to do so effectively, PTL considers that it needs to know by early April whether it has a concession or not, so that it has sufficient lead-in time to prepare for the season, sell tickets and so

forth. That timeframe is also reflected in the arrangements that PTL has made with RAL. The Sale and Purchase Agreement, as originally entered, was conditional upon PTL obtaining a concession from you to operate Tūroa Ski Area by 31 March 2024. PTL and the other parties to the Sale and Purchase Agreement recently agreed to extend this date to 5 April 2024.

11. The Department agrees that it is important, not only for PTL but also for the Department and other stakeholders, that there is certainty one way or another regarding PTL's application, sufficiently prior to the 2024 ski season. If PTL does not acquire a concession, RAL's concession will continue, and the receivers could potentially operate Tūroa for the 2024 season. MBIE would need to urgently seek Cabinet approval for additional funding for the receivers to operate Tūroa for the 2024 season (Cabinet may or may not agree to that). Further, the receivers would need to know as soon as possible whether they will be operating Tūroa in 2024 in order to make the necessary preparations.

12. Accordingly, the Department has processed this application in a shortened timeframe. The Department has been engaging with Treaty partners both before and after the formal submissions and hearings process. The application has been processed in less than four months, where a notified concession process will usually take between 6 – 12+ months.

13. The nucleus of the Park was a tuku (gift) to the people of New Zealand by Te Heuheu Tūkino IV, paramount chief of Ngāti Tūwharetoa, in 1887. The mountain peaks were set aside to be protected for and enjoyed by all of the people of New Zealand. From the initial tuku, the Park has now grown to an area of 79,598 hectares. Mounga Ruapehu remains sacred to all iwi and hapū of the region. The Park was granted World Heritage status for its outstanding natural (1990) and cultural values (1993). This dual status recognises the Park's outstanding natural values and its important Māori cultural and spiritual associations. Ohakune township is located on the edge of the Park and at the bottom of the ski area access road, the Ohakune Mountain Road.

3. The statutory framework for your decision:

14. The Tūroa ski field is located in the Park, and the NPA applies to this decision. Section 4 of the NPA (which is reproduced in full in the body of the report) provides that a key purpose of the NPA is to preserve national parks in perpetuity, for their intrinsic worth and for the benefit, use and enjoyment of the public (s 4(1)). The NPA further declares that national parks are to be preserved as far as possible in their natural state, and subject to certain matters, the public shall have freedom of entry and access to the parks so that they may receive "in full measure the inspiration, enjoyment recreation and other benefits" that may be derived from mountains and other natural features (s 4(2)).

15. The NPA recognises that pockets of intense development within national parks might be necessary to enable the public to access and enjoy them. The NPA empowers the Minister to set apart certain areas of national parks as "amenities areas" (s 15). Apart from the top of one T-Bar, all of the Tūroa Ski Area infrastructure falls within an amenities area. Within amenities areas, the development and operation of recreational and public amenities and related services appropriate for the public use and enjoyment of the park may be authorised in accordance with the NPA and the applicable management plan (i.e. in this case the Tongariro National Park Management Plan) (s 15(2)). Furthermore, the principles applicable to national parks apply to amenities areas "only so far as they are compatible with the development and operation of such amenities and services" (s 15(3)).

16. A number of statutory planning documents are relevant to this application, including the General Policy for National Parks, the Tongariro Taupo Conservation Management Strategy 2002, and the Tongariro National Park Management Plan 2007 (TNPMP). The TNPMP recognises that skiing is a recreational activity through which visitors enjoy the natural values of Tongariro National Park. The TNPMP further acknowledges that significant infrastructure is required for ski area operations. The TNPMP includes a number of objectives and policies relating to the management of existing ski areas.

17. Pursuant to section 49 of the NPA, you may grant a concession in respect of a national park in accordance with Part 3B of the Conservation Act. Part 3B sets out procedural and substantive requirements in relation to the grant of a concession. These are discussed in the body of this report.

18. Section 4 of the Conservation Act applies to this decision. Section 4 provides that the Conservation Act "shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi." This direction extends to the enactments listed in the schedule to the Conservation Act, which includes the NPA.

4. The Application

19. PTL lodged its concession application on 7 December 2023. This application (if granted) would, in essence, enable PTL to conduct the activities currently performed by RAL in the Tūroa Ski Area. Due to this, the Applicant elected to use some material from the 2017 application submitted by RAL when it sought consent to continue its operations. One difference is that PTL has applied for a lease and licence. This combination more accurately reflects the need for a ski field operator to have rights of exclusive possession over certain structures and buildings and is consistent with the Department's approach to other recent ski field concessions.

20. The application includes a request for a lease for the buildings and their footprints together with a lease of the base plaza area (which is approximately 2,700m2). The total lease area sought by PTL is approximately 11,000m2 (1.1 hectares). The application seeks a licence to operate in the remainder of the ski area (approximately 495 hectares).

21. A copy of the application is included as has previously been provided you on 28 March 2024.

22. The Tūroa ski area has been extensively developed and comprises a base area with buildings to service visitor's needs. These include a cafe, retail store, equipment rental facilities, ticketing facilities, ski instruction, medical facilities, management facilities and so forth. The ski area includes beginner slopes, intermediate and advanced terrain. The public has a right of access to the skiing terrain free of charge. However, lift facilities can only be used by people who have purchased tickets. Other facilities include reticulation of sewage, which is treated and disposed of outside the Park, water storage for snow making, plus the terminus of the access road and car parking. A full description of the facilities and activities that are the subject of PTL's application is discussed below and included in Schedule 3 of the draft concession.

23. The Application is for the continuation of the ski related activities (including use of facilities) currently operated by RAL (in liquidation and receivership). The exception to this is the

removal of the Nga Wai Heke chairlift which is not part of the new application. It is the Department's expectation that the Department will remove the Nga Wai Heke chairlift over the next three years. PTL has also sought minor changes to the operations as compared with RAL's current concession. For instance, PTL has requested that it be able to use the existing retail spaces to sell food, beverages and retail during the summer months.

24. The application is not for summer use of the ski area (with the exception of retail spaces and maintenance work). Any additional summer activity would require separate authorisations. The Department does not encourage the use of the ski area for recreational summer use nor the development of new tracks for walking.

25. A map of the ski area boundary is included in Appendix 1. Chairlifts and all known structures are listed included as Appendix 2.

26. Aircraft use (helicopters and drones) has also been applied for to support the operation of the Tūroa Ski Area. The application states that drones will be used as a preference to helicopters when this is suitable. These drones and helicopters have been requested for use on a daily basis year-round to support activities such as construction and maintenance, transporting personnel and equipment, search and rescue and snow safety activities.

27. Retail activities have been included. These involve the sale of food and beverages, equipment rentals, ski and ride school, and sale of sporting accessories.

28. Filming permission is also being sought to enable filming for PTL's promotional purposes.

29. PTL is seeking a term of ten years for both the lease and licence. Included in the term is a review at three years which is discussed later in this report.

30. The application included a draft Indicative Development Plan (IDP) which outlined future works for the ski field. These include a snow-making farm, replacement of chairlifts but overall reduction in number of chairlifts. Many submitters commented on proposed works outlined in the draft IDP. However, it should be noted these facilities and activities are not part of the application being considered and that any IDP will need to be signed off by the Department following the grant of a concession, if successful. Any new works will be subject to separate permissions, including any public notification requirements.

31. The development and maintenance of an IDP is a requirement of Tongariro National Park Management Plan (TNPMP) and is intended to provide the Department and the concessionaire with a means to charting a long-term plan for ski areas within the Park. The TNPMP requires the concessionaire to provide and update its IDP as a condition of any ski field concession. The IDP must be consistent with the provisions of the TNPMP and be agreed to by the Department, While the IDP provides a reference point for future activities and developments, it does not, however, obviate the need for approvals from the Minister where new structures or activities are proposed. Although a draft IDP was included in PTL's application, the IDP remains in draft and has not been signed-off by the Department. PTL is not by this application seeking formal permission from the Minister for the aspirations expressed in that draft IDP.

32. Basic maintenance is intended to be part-and-parcel of any new concession. Separate permissions from the Minister would not be required for interior maintenance or

modification, or the exterior maintenance of ant building or structure where it does not alter the external appearance of the structure. It also includes clearing gravel from drains, or carpark maintenance that doesn't require excavation. A definition of basic maintenance has been included in the proposed concession special conditions to address this matter, should you decide to grant the concession.

5. Public notification and hearing

33. Public notification was required for this application under section 17SC(1), as any lease application must be publicly notified. The Permissions Delivery Manager determined the application was ready for public notification on 12 December 2023 (See appendix 6). The application was notified as per section 17T(2) and the Department followed the steps set out in section 49 of the Act regarding public submissions, the holding of a hearing and the production of a report summarising the submissions and recommendations as to the extent to which they should be allowed or accepted.

34. The application was publicly notified on 20 December 2023. The period during which the public was able to provide submissions closed on 9 February 2024. Section 49(2)(b)(ii) requires that the public have at least 20 working days after public notification to provide their feedback on the application. The dates between 20 December and 10th January are not considered working days under the Conservation Act and were therefore excluded from the calculation. The application was advertised in national and local newspapers and on the Department's website.

35. A total of 483 submissions were received, including 8 which were received after submissions closed, on either the 9th or 10th February 2024. There were also two late submissions which were not initially received due to the submitters mistaking the submission email address. The 10 late submissions were all considered.

36. Of these submissions, 148 were opposed, 14 were neutral and 319 supported the application. Hearings were held on 22 and 23 February 2024 in Ohakune and 26 and 27 February 2024 in Turangi. The Hearing Chair was Connie Norgate (Kaihautu Nga Whenua Rahui), who was supported at the hearing by Stephanie Bowman (Permissions Delivery Manager) and Clint Green (Deputy Chair of the Tongariro Taupo Conservation Board).

37. One notable submitter (other than Treaty Partners) is the Ruapehu Skifields Stakeholders Association (RSSA), which is a stakeholder group made up of RAL life pass holders, RAL shareholders, and passionate snow sports users. Their membership is made up of over 1000 people.

38. 83 submitters requested to speak to their submission, however many of these withdrew their request or requested to be heard via proxy as part of the RSSA. A total of 27 submitters spoke to the hearing panel over the four days.

39. The Objections and Submissions Summary Report can be found at (report proactively released separately). That report summarises the main themes and provides recommendations, to the extent the Director-General's delegate was able to, on the extent to which they should be allowed.

40. Where relevant they are incorporated and discussed further in this Report. The main themes are:
    a. Statutory planning

b. Applicant
c. Term
d. Process
e. Nature and effects of the activity
f. Treaty relationships
g. Future operations
h. Stakeholders
i. Economic effects
j. Miscellaneous

41. Some of the submissions raised themes which are not relevant to the statutory considerations of this application. Submissions on the future operations of the activity are not allowed (which includes the draft IDP), as these will be assessed in future applications. Submission points not allowed also include those relating to the timing of the notification of this application, alternative ownership models, or comments relating to RAL and economic effects (where they do not touch on the purposes of the NPA).

6. Conservation Board comments

42. The Tongariro Taupo Conservation Board is a statutory body. Its functions provide it with a role in the review and creation of a national park management plan. The Board is also capable of providing advice to the Minister and the Director-General on matters such as concession applications. In this instance the Board did not provide official feedback on this application. The Conservation Board met to discuss their preferred pathway forward for this application on 26 January 2024. At that time, they debated whether to make a submission or make the call to take a seat on the hearing panel. They decided not to make a submission and Clint Green would represent the Conservation Board on the hearing panel. In addition, Damian Coutts (Operations Director, Central North Island) discussed the proposed application at the Board meeting on 22 February 2024. Clint Green, Deputy-Chair of the Board attended the hearings and provided support to Ms Norgate. Mr Green reported back to the Board at the end of the hearing. In early March the Board discussed whether to provide specific feedback on the application. It confirmed on 12 March 2024 that many of its concerns have been raised in other submissions to the decision maker, therefore the Board has decided not to submit feedback for the Decision Makers report.

7. Treaty settlements

43. In 1887 Te Heuheu Tūkino IV (Horonuku), the paramount chief of Ngāti Tūwharetoa, gifted on behalf of his tribe the summits of Tongariro, Ngauruhoe and part of Ruapehu to the people of New Zealand, so they might be protected for all time. This was the initiation of the process that led to the creation of the Park, New Zealand's first national park.

44. The Crown has acknowledged that through his tuku (gift) in 1887, Horonuku Te Heuheu Tūkino IV sought to create a shared responsibility with the Crown to protect and preserve the mountains for Ngāti Tūwharetoa, for other iwi, and for all New Zealanders.[1]

45. Mounga Ruapehu remains sacred to all iwi and hapū of the region. The Tūroa ski field is located on the western slopes of Ruapehu, where Ngāti Rangi, Ngāti Hāua, Te Korowai o

[1] Ngāti Tūwharetoa Deed of Settlement at para 3.17

Wainuiārua, Patutokotoko, Ngāti Hikairo, Ngāti Tūwharetoa, Te Pou Tupua and Ngā Tāngata Tiaki o Whanganui each have cultural interests and responsibilities.

46. In 2013, the Waitangi Tribunal released its Report on the National Park District Inquiry. The Tribunal recommended the Crown honour its obligations and restore the partnership intended by the 1887 tuku of the mountains. These recommendations and findings of the Tribunal are not binding on the Crown but can assist the parties in their Treaty settlement negotiations. As discussed below, negotiations in relation to the Park in light of these recommendations are at an early stage.

Treaty settlements

47. Relevant Treaty settlement legislation and Deeds of Settlement must be considered. This is additional to but can help the section 4 analysis. The concluded iwi Treaty settlements have deliberately excluded cultural redress relating to the Park, which is to be negotiated between the Crown and iwi and hapū of the region.

48. Treaty settlement negotiations have resulted in the settlement of claims for the Whanganui Rivier / Te Awa Tupua (which is engaged through tributaries of Te Awa Tupua falling within the footprint of the application area), Ngāti Tūwharetoa, and Ngāti Rangi. Negotiations with Ngāti Hāua and Te Korowai o Wainuiārua are in the final stages of conclusion. Ngāti Hikairo claims were resolved through the Ngāti Tūwharetoa settlement and Patutokotoko interests have been covered through collective settlements. Key settlement obligations relating to Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Pou Tupua Act) and the Ngāti Rangi Claims Settlement Act 2019 are discussed in further detail below.

Ngāti Rangi Settlement - Te Waiū-o-Te-Ika

49. Ngāti Rangi and the Crown signed a Deed of Settlement of their historical claims on 10 March 2018. Certain provisions of their settlement were given effect through the Ngāti Rangi Claims Settlement Act 2019. Tūroa is in the Area of Interest map attached to the Deed of Settlement (discussed further below). However, as noted, this settlement excludes cultural redress for the Park, and their interests in the Park will be part of collective negotiations with iwi and hapū of the region.

50. The Ngāti Rangi Deed of Settlement includes a Conservation Partnership Agreement, Te Mana Paenga, between the Minister/the Department and Ngāti Rangi. The Agreement generally excludes the Park from its scope. However, the Agreement does have express provisions in relation to the catchment of Te Waiū-o-Te-Ika / the Whangaehu River, which includes tributaries occurring in the South-West quadrant around the Tūroa ski field (see clause 12.6 - replicated in attachment).

51. In particular, Te Mana Paenga notes strategic objectives discussions with the Department will include actions in the business plan to collaborate on developing Departmental processes to ensure the Department meets its obligations to: recognise and provide for Te Waiū-o-Te-Ika framework; have particular regard to Te Tahoratanga o Te Waiū-o-Te-Ika; recognise the Governance Entity's standing with respect to the Te Waiū-o-Te-Ika in accordance with clauses 8.21 to 8.25 of the Deed of Settlement; and engage with Nga Wai Tota o Te Waiū-o-Te-Ika including through attendance at any biennial hui/meeting convened under clause 8.45.2(b) of the Deed of Settlement (clauses replicated in attachement).

52. In terms of consultation, and as Te Mana Paenga notes, the immediately above provisions are relevant in regard to consultation concerning Te Waiū-o-Te-Ika.

53. The Ngāti Rangi Claims Settlement Act 2019 provides statutory recognition and a framework approach to the management of Te Waiū-o-Te-Ika. This framework includes a *principles* and *intrinsic values* approach to the management of the awa – Te Mana Tupua and Ngā Toka Tupua (ss 107 and 108).

Te Mana Tupua

54. The Ngāti Rangi settlement provides statutory recognition for Te Waiū-o-Te-Ika as a living and indivisible whole from Te Wai ā-moe (the crater lake) to the sea, comprising physical (including mineral) and metaphysical elements, giving life and healing to its surroundings and communities (s 107(2)). Te Mana Tupua includes a set of five protocols (kawa) for a healthy river: Te Kawa Ora; Te Mouri Ora; Te Manawa Ora; Te Wai Ora; and Te Waiū-o-Te-Ika.

Ngā Toka Tupua

55. The settlement recognises a set of four intrinsic values (Ngā Toka o Te Waiū-o-Te-Ika) that represent the essence of Te Waiū-o-Te-Ika:
    a. Ko te Kāhui Maunga te mātāpuna o te ora: The sacred mountain clan, the source of Te Waiū-o-Te-Ika, the source of life. Hapū, iwi and all communities draw sustenance and inspiration from Te Waiū-o-Te-Ika's source upon Ruapehu extending to all reaches of the catchment.
    b. He wai-a-riki-rangi, he wai-ariki-nuku, tuku iho, tuku iho: An interconnected whole; a river revered and valued from generation down to generation. apū, iwi and all communities are united in the best interests of the indivisible Te Waiū-o-Te-Ika as a gift to the future prosperity of our mokopuna.
    c. Ko ngā wai tiehu ki ngā wai riki, tuku iho ki tai hei waiū, hei wai tōtā e: Living, nurturing waters, providing potency to the land and its people from source to tributary to the ocean. Hapū, iwi and all communities benefit physically, spiritually, culturally and economically where water and its inherent life supporting capacity is valued and enhanced.
    d. Kia hua mai ngā kōrero o ngā wai, kia hua mai te wai ora e: The latent potential of Te Waiū-o-Te-Ika, the latent potential of its hapū and iwi. Uplifting the mana of Te Waiū-o-Te-Ika in turn uplifts the mana of its hapū and iwi leading to prosperity and growth for hapū and iwi.

56. The legal effect of Te Mana Tupua and Ngā Toka Tupua is that any person exercising or performing a function, power, or duty under specified legislation, including the Conservation Act and the NPA, if the exercise or performance of that function, power, or duty relates to the Whangaehu River or an activity within the Te Waiū-o-Te-Ika catchment that affects the Whangaehu River, must recognise and provide for Te Mana Tupua and Ngā Toka Tupua if, and to the extent that, Te Mana Tupua and Ngā Toka Tupua relate to that function, power, or duty (ss 109(1) and (2)).

57. The Department recognises the Tūroa Ski Area is within catchment of Te Waiū-o-Te-Ika and has been engaging with Ngāti Rangi (through the Ngā Waihua o Paerangi Trust) to understand their concerns and to uphold the kawa and intrinsic values of Te Waiū-o-Te-

Ika. In addition to engagement with Ngāti Rangi on this application, the application and RAL liquidation process has been discussed generally at Te Mana Paenga meetings.

58. Ngāti Rangi is critical of the process undertaken and considers the Department should have done more to prioritise the process by which their feedback and response was received. Ngāti Rangi has continued to engage with the Department to ensure the values of Te Waiū-o-Te-Ika are upheld and their concerns heard. These concerns and potential mitigations are outlined below.

Recognition and proposed conditions

59. Te Mana Tupua and Nga Toka Tupua and the importance of this river and its values to iwi are recognised and have been provided for through the conditions in the proposed concession that protect the values of the awa and the awa itself from the activities of the ski field. In particular, there are obligations within the concession document to protect the environment (including not damaging any natural feature or burying any toilet waste and/or any animal or fish products within 50 metres of any water source) and special conditions providing further protections - including: the requirement for a Cultural Impact Assessment (which includes identification of cultural effects and recommendations to manage effects, and is intended to support a 3 year review of the operation of the concession activities), a Cultural Monitoring Plan, an Ecological Assessment, and an Environmental Impact Plan; alongside conditions that directly or indirectly address activities related to watercourses, including restricting the use of vehicles, consultation in the preparation of interpretation materials, and obligations related to hazardous substances, refuelling, snow making, earthworks, wastewater management and accidental discovery protocols. In addition, the proposed special conditions include the requirement for all water used for the snow machines to come from the Mangawhero catchment and that the snow is placed to ensure it only goes back into the same catchment.

60. Further details on engagement with Treaty partners on the Cultural Monitoring Plan and the 3-year review are discussed below.

61. Ngāti Rangi's wider interests, concerns raised and proposed mitigation measures are further discussed in the s 4 analysis below.

62. The Department is satisfied that section 109(2) has been appropriately complied with in the circumstances of this Application and Te Mana Tupua and Ngā Toka Tupua can be recognised and provided for by the use of special conditions in any decision to grant the application.

Te Awa Tupua Act 2017

63. Te Awa Tupua Act recognises the special relationship between the Te Awa Tupua – the Whanganui River and Whanganui iwi and provides for the river's long-term protection and restoration. The Act recognises Te Awa Tupua as an indivisible and living whole, comprising the Whanganui River from the mountains to the sea, and all its physical and metaphysical elements. The purpose of the Te Awa Tupua Act includes giving effect to the provisions of the deed of settlement that establish Te Pā Auroa nā Te Awa Tupua. The legal effect of the Te Pā Auroa is that it (the Te Awa Tupua framework) is a relevant consideration in the exercise of all statutory functions, powers, and duties in relation to

the Whanganui River or to activities in its catchment that affect the Whanganui River. The Act declares Te Awa Tupua to be a legal person and it has all the rights, powers, duties, and liabilities of a legal person (s 14(1)).

Tupua te Kawa

64. Tupua te Kawa comprises the intrinsic values that represent the essence of Te Awa Tupua, namely—
    a. Ko te Awa te mātāpuna o te ora: the River is the source of spiritual and physical sustenance:
       Te Awa Tupua is a spiritual and physical entity that supports and sustains both the life and natural resources within the Whanganui River and the health and well-being of the iwi, hapū, and other communities of the River.
    b. E rere kau mai i te Awa nui mai i te Kahui Maunga ki Tangaroa: the great River flows from the mountains to the sea:
       Te Awa Tupua is an indivisible and living whole from the mountains to the sea, incorporating the Whanganui River and all of its physical and metaphysical elements.
    c. Ko au te Awa, ko te Awa ko au: I am the River and the River is me:
       The iwi and hapū of the Whanganui River have an inalienable connection with, and responsibility to, Te Awa Tupua and its health and well-being.
    d. Ngā manga iti, ngā manga nui e honohono kau ana, ka tupu hei Awa Tupua: the small and large streams that flow into one another form one River:
       Te Awa Tupua is a singular entity comprised of many elements and communities, working collaboratively for the common purpose of the health and well-being of Te Awa Tupua.

65. The Tūroa Ski Area is within the Whanganui River catchment and a small number of tributaries of Te Awa Tupua (e.g. the Mangaturuturu) begin on the mounga and flow through parts of the ski field footprint.

66. On the settlement date, Te Pou Tupua Act vested the beds of those tributaries, streams, and other natural watercourses of the Whanganui River that are located within the Park (and within the Whanganui River catchment) in Te Pou Tupua, and those areas ceased to be a national park. However, the Act simultaneously restored that former status; and the functions, powers, and duties arising under the NPA continue to apply (ss 41 and 42). The Minister of Conservation remains responsible for issuing concessions over all areas of the Park and the ordinary NPA and Conservation Act provisions continue to apply.

67. That said, the effect of the declaration of Te Awa Tupua status is that it requires all persons exercising or performing a function, power, or duty under the Conservation Act or the NPA that relates to the Whanganui River (or an activity within the Whanganui River catchment that affects the Whanganui River) to the extent that, the Te Awa Tupua status or Tupua te Kawa relates to that function, duty, or power, must recognise and provide for Te Awa Tupua status and Tupua te Kawa (s 15(1) and (2).

68. The Whanganui Iwi (Whanganui River) Deed of Settlement (Ruruku Whakatupua) includes obligations on the Department to enter into a relationship agreement with Te Pou Tupua on agreed terms concerning matters of mutual interest, including the application of the statutory process for considering and determining applications for concessions for a lease, licence or easement in relation to land that is vested in Te Awa Tupua but is subject

to the conservation legislation (clause 3.38). The obligations further state that the Director-General will commence discussions with Te Pou Tupua for that purpose within 12 months after the commencement date. While initial conversations have begun and are on-going, the parties have not yet entered into a relationship agreement addressing matters of mutual interest.

69. The Department has been in contact with Te Pou Tupua and Ngā Tāngata Tiaki o Whanganui (the post settlement governance entity representing Whanganui iwi for the purposes of Te Awa Tupua Act) to understand how to apply, and implement Te Awa Tupua status and Tupua te Kawa, and the extent that, Te Awa Tupua status or Tupua te Kawa relates to the activities of the PTL application.

70. The Department sent letters to the office of Te Pou Tupua and to Ngā Tāngata Tiaki o Whanganui on 22 November 2023 advising them the PTL concession application was expected imminently. A letter was received on 22 February 2024 from Ngā Tāngata Tiaki o Whanganui (also on behalf of Te Pou Tupua) stating Te Awa Tupua is a relevant consideration and the Crown process for licencing and concession had failed to meet the due process required to meet an outcome under the Te Awa Tupua Act. The Department responded to this and sent a letter to Ngā Tāngata Tiaki o Whanganui and the Office of Te Pou Tupua on 28 February 2024 requesting an urgent face to face meeting, however there was no response to this request. A text message was received with Ngā Tāngata Tiaki o Whanganui (also on behalf of Te Pou Tupua) on 4 March 2024, re-iterating they do not consider the Department has adequately given effect to the process but confirmed that they were comfortable with no formal engagement with themselves, provided the relevant and hapū were engaged, and their concerns heard. The Department has engaged with Patutokotoko, Ngāti Hāua, Ngati Rangi and Te Korowai o Wainuiārua, as hapū of Whanganui Iwi listed in Schedule 1 of Te Pou Tupua Act, through the application process.

71. Ngāti Hāua have stated in their formal submission that in their view the application process does not comply with the section 15(2) obligation to recognise and provide for Te Awa Tupua status and Tupua te Kawa. However, they suggest Te Awa Tupua and Tupua te Kawa could be given effect to by building a relationship between the Department and Ngāti Hāua. Noting here that Ngāti Hāua are in Treaty settlement negotiations, and the Agreement in Principle includes provision for a conservation partnership agreement between Ngāti Hāua and the Department/Minister. In addition, Ngāti Hāua identify that including them in the monitoring of the concession in a meaningful way will recognise and provide for Tupua te Kawa. The Department is proposing to create a monitoring plan on behalf of the Applicant which will include input from each Treaty Partner in a meaningful way. Patutokotoko also raised Te Awa Tupua as part of their formal submission but did not discuss this in any detail.

72. The Department recognises Te Awa Tupua is an indivisible and living whole and that the Tūroa Ski Area is at the headwaters of Te Awa Tupua. Activities which occur at the headwaters may impact on those headwaters and have a downstream effect on the values of Tupua te Kawa.

Recognition and proposed conditions

73. Te Pou Tupua status and Tupua te Kawa and the importance of Te Pou Tupua to Whanganui iwi are recognised and the potential for impacts on that status and those

intrinsic values (to the extent that they relate to this application) are recommended as being provided for through conditions in the proposed concession that protect the values of the awa and the awa itself from the activities of the ski field. In particular, there are obligations within the concession document to protect the environment and special conditions providing further protections - including: the requirement for a Cultural Impact Assessment (which includes identification of cultural effects and recommendations to manage effects, and is intended to support a 3 year review of the operation of the concession activities), a Cultural Monitoring Plan, an Ecological Assessment, and an Environmental Plan; alongside conditions that directly or indirectly address activities relating to watercourses, including restricting the use of vehicles, consultation in the preparation of interpretation materials, and obligations related to hazardous substances, refuelling, snow making, earthworks, wastewater management and accidental discovery protocols.

74. The proposed conditions include obligations on the Department to: engage with Treaty partners prior to undertaking the 3 year review, to identify any areas of concern or interest to them; and to consult with Treaty Partners on the report's findings, and any recommendations, prior to it being finalised.

75. In addition to these obligations, the proposed conditions include an obligation on the Department to procure the Cultural Impact Assessment. The purpose of the Cultural Impacts Assessment is to understand: the cultural values of the Land on which the Concession Activity is authorised; how the Concession Activity has, or may, impact on those cultural values; any rights and interests of Treaty Partners in the Land; and how the Concession Activity may impact on the rights and interests of Treaty Partners. The intention is that the document should include recommendations or commentary from Treaty Partners on how to manage effects including how to avoid, remedy or mitigate adverse effects.

76. The Department is satisfied that section 15(2) has been appropriately complied with in the circumstances of this Application, and Te Awa Tupua and Tupua te Kawa can be recognised and provided for by the use of special conditions in any decision to grant the application.

8. Section 4

77. Section 4 of the Conservation Act requires the Minister and the Department to give effect to the principles of the Treaty when interpreting and administering that Act (including the legislation listed in Schedule 1 of that Act, which includes the NPA). That obligation applies to both the process and to the substance of the decision-making on this Application.

78. Key principles of the Treaty of Waitangi that apply to DOC's work are:

a. *Partnership* – mutual good faith and reasonableness: The Crown and Māori must act towards each other reasonably and in good faith;
b. I*nformed decision-making*: Both the Crown and Māori need to be well informed of the other's interests and views;
c. *Active protection*: The Crown must actively protect Māori interests retained under the Treaty as part of the promises made in the Treaty for the right to govern;

d. *Redress and reconciliation*: The Treaty relationship should include processes to address differences of view between the Crown and Māori.

79. Other principles may apply, depending on the circumstances. How these principles play out in practice is necessarily context dependent. Treaty principles do not dictate any particular result but require good faith and reasonable action by both Crown and Māori in the circumstances. The proper approach to Treaty principles is that they themselves require a balance of tangata whenua and other interests.

80. The Supreme Court considered section 4 in 2018 in the *Ngāi Tai* decision and confirmed, amongst other things, that:2

a. Section 4 of the Conservation Act is a powerful provision and should not be narrowly construed – at [52(a)].
b. Section 4 requires more than procedural steps – substantive outcomes for iwi may be necessary – at [52(b)].
c. Enabling iwi or hapu to reconnect to their ancestral lands by taking up opportunities on the conservation estate (whether through concessions or otherwise) is one way that the Crown can give practical effect to Treaty principles – at [52(c)].
d. In applying s 4 to a decision relating to a concession application, the Department must, so far as is possible, apply the relevant statutory and other legal considerations in a manner that gives effect to the relevant principles of the Treaty at [53]
e. Section 4 does not exist in a vacuum and must be reconciled with other values, such as values of public access and enjoyment at issue in the case. But section 4 should not be seen as being trumped by other conservation-related considerations like those mentioned in [54] of the judgment. Nor should section 4 merely be part of an exercise in balancing it against the relevant considerations – at [54].
f. What is required is a process under which the meeting of other statutory or non-statutory objectives is achieved to the extent this can be done consistently with section 4, in a way that best gives effect to the relevant Treaty principles – at [54]
g. The factual context is important in terms of how section 4 and the Treaty principles should be applied in any particular case – at [52].
h. How the Court's observations are applied to a particular decision will depend on which Treaty principles are relevant and what other statutory and non-statutory objectives are affected – at [55]
i. Section 4 does not create a power of veto by an iwi or hapu over the granting of concessions in an area which the iwi or hapu has mana whenua – at [95]
j. The Whales case (*Ngāi Tahu Maori Trust Board v Director-General of Conservation* [1995] 3 NZLR 553 (CA)) held that, in the context of a matter under the Marine Mammal Protection Regulations, Ngāi Tahu were entitled to a reasonable degree of preference subject to overriding conservation considerations and the quality of service offered – at [50(d)].

2 *Ngāi Tai ki Tāmaki Tribal Trust v Minister of Conservation* [2018] NZSC 122 - The case involved the judicial review of the Minister's decisions to grant concessions to two operators to undertake commercial guiding concessions on Motutapu and Rangitoto islands, which was opposed by Ngāi Tai ki Tāmaki Tribal Trust. Ngāi Tai ki Tāmaki Tribal Trust itself held their own concession for guiding activities but with a cultural focus

k. Section 4 does not exist in a vacuum and the court acknowledged the complexity of the task facing decision-makers – at [72].

81. While the context of the Ngāi Tai case is different to this application, the messaging and direction from the Court will be relevant to the consideration of section 4 in this process, particularly the focus on the fact that s 4 is a powerful Treaty clause. The obligation in s 4 is to give effect to the "principles" of the Treaty. These are addressed below:

Partnership and Informed Decision Making

82. Partnership – mutual good faith and reasonableness: The Crown and Māori must act towards each other reasonably, fairly and in good faith. Partnership is the foundation of being a good treaty partner. Informed decision making is central to this relationship.

83. Making an informed decision requires the Crown to understand the interests and views of the relevant Treaty Partner. Consultation is means to achieving informed decision making.

84. Engaging properly with iwi/hapū and undertaking Treaty due diligence enables the Crown to properly understand the nature of the rights or interests, as well as the relevant settlement legislation, Deeds of Settlement documents, and Relationship Instruments.

Active protection

85. The Crown must actively protect Māori interests retained under the Treaty as part of the promises made in the Treaty for the right to govern.

86. Active protection requires the Decision-Maker to properly understand the nature of the interest claimed and to weigh that material with any wider or competing rights or interests, and to make informed decisions that are reasonable in the circumstances. The challenge is how to apply the obligation in specific situations.

87. Active protection is directly engaged here given the high significance of the maunga to iwi/hapu.

Redress and reconciliation

88. The Treaty relationship should include processes to address differences of view between the Crown and Māori and redress past grievances. The Crown must preserve capacity to provide redress for agreed grievances from not upholding the promises made in the Treaty. Māori and the Crown should demonstrate reconciliation as grievances are addressed.

89. While the respective iwi are at different stages in their negotiations to settle their historic grievances with the Crown, it is important to understand the obligations in the completed relevant Treaty Settlements (as addressed above) and what they require in relation to this application. The TNP negotiations are also relevant as discussed.

Engagement

90. There were early informal discussions held between the Applicant, Department and Treaty Partners during 2023 before the application was lodged. These discussions influenced the direction of the application, which resulted in the Applicant only applying for a 10-year term

and also the long-term intention to reduce infrastructure. The Applicant included in their application that they envisage Treaty Partners having a positive involvement in the future of the ski area through commercial opportunities and other inputs.

91. The Applicant has set out their engagement in appendix 10 of their application The Applicant's primary engagement before the application was lodged was with Ngāti Rangi with whom they met multiple times on a formal and informal basis, beginning in February 2023. They also engaged with Te Korowai o Wainuiārua on a more informal basis with regular meetings and phone calls. Some engagement also occurred with Patutokotoko via 9(2)(a) regarding a commercial arrangement with the Turoa name. After the application was lodged the Applicant met with Ngati Haua to discuss the application and has continued some engagement with the other Treaty Partners.

92. It is noted the Application is influenced by the past application from RAL and supporting environmental reports which are 10 years old and did not include an updated cultural impacts assessment (or similar). Where information has not changed significantly, the Department does allow older reports to be submitted as part of an application. The Department has been engaging with Treaty partners to better understand the interests and views of Treaty partners, which includes consideration of the introduction of Treaty settlement legislation since the RAL application was granted.

93. The Department's formal engagement with Treaty Partners started before the application was lodged. Treaty partners also had the opportunity to submit through the ordinary consultation and submission process, and the Department has continued to engage outside that public process. Engagement with iwi continued post the formal submissions process to better understand and address iwi concerns. In addition, the Department provided a copy of the draft lease/licence concession to all relevant Treaty Partners. The outcomes of this engagement are set out below. See appendix 3 for a table setting out this engagement for both the wider Crown process and this concession application.

94. Treaty Partners raised common concerns with the speed of the process which has occurred for this application. All Treaty partners have identified what they see as deficiencies with the consultation process, including the timing of the notification period over Christmas, insufficient time to review documents and prepare a submission, as well as inadequate information to make a meaningful and informed contribution to the process. Additionally, Treaty partners have raised concerns with the age of some reports, such as the Ecological Assessment, dated 2014.

95. It is noted that Treaty partners have also been involved with the wider Crown led process associated with the liquidation and receivership of RAL and have voiced their concerns with that process.

96. Other concerns regarding the ski area and proposed mitigations are set out in the paragraphs below. The outcomes are discussed further in this section of the report. Treaty Partners submissions and comments are saved to appendix 4. The Department provided a copy of the draft lease licence agreement to all relevant Treaty Partners on 22 March 2024. Their engagement is summarised in appendix 5 of the report. This appendix shows how the Department has responded to their concerns and if not, why not.

Submissions and engagement from Treaty Partners

97. The identified iwi/hapū groups of the region that the Department engaged with are:
    a. Ngāti Rangi through Nga Waihua o Paerangi Trust.
    b. Ngāti Hāua Iwi Trust.
    c. Te Korowai o Wainuiārua (Ngāti Uenuku, Tamahaki, Tamakana) and also through Uenuku Charitable Trust).
    d. Patutokotoko hapu.
    e. Ngāti Tūwharetoa via the office of Ta Tumu and Te Kotahitangi o Ngāti Tūwharetoa Trust;
    f. The office of Te Pou Tupua and Ngā Tāngata Tiaki o Whanganui Trust

98. Ngāti Tūwharetoa's position is noted at the outset. Submissions were received from Patutokotoko, Ngāti Rangi, Ngāti Hāua and Te Korowai o Wainuiārua through the public notification period and representatives attended the hearing to talk to their submissions. Further engagement has occurred with the relevant Treaty partners to address their concerns with both the process and the application.

Ngāti Tūwharetoa engagement

99. Ngāti Tūwharetoa (via Te Kotahitangi o Ngāti Tūwharetoa Trust) have declined to engage on this application and have advised their position is to leave the Tūroa Ski Area for Treaty Partners based on the southern side of the maunga. This was discussed as part of a meeting on 24 October 2023. The Department provided letters to the Ngāti Tūwharetoa along with other iwi (as per the engagement table in appendix 3), in case they chose to re-engage at any point. This is outlined in the table in appendix 3.

100. While Ngāti Tūwharetoa declined to engage, the Department received a letter from Te Ariki Tumu te Heuheu (Ngāti Tūwharetoa Chief) stating "*the application and process to participate are irreconcilable and unhelpful distractions from charting a path of wellbeing for our Maunga*" and that the applications allowed "further desecration of our Maunga." Ngāti Tūwharetoa (Te Kotahitangi o Ngāti Tūwharetoa Trust and Te Ariki Tumu te Heuheu) have been provided copies of the draft concession if they chose to engage. Te Kotahitangi o Ngāti Tūwharetoa Trust have confirmed they do not have any comments on the draft document.

Ngāti Rangi submission and engagement

101. Ngāti Rangi have emphasised the maunga is sacred to Ngāti Rangi and the importance of culturally significant waterways within the ski field boundaries.

102. The Ngāti Rangi original submission (received 9 February 2024) was neutral to the application. This reflected the following position. Ngāti Rangi emphasise the scared nature of their ancestral mountain. As a result, they remain opposed to the ski field in principle. However, Ngāti Rangi also acknowledge the ski field has been in operation for many years and that Ngāti Rangi remains pragmatic and future-focused and seeks to work in a mana-enhancing way where the spirit of reciprocity works for the benefit of "both our environment and the people." Ngāti Rangi's submission accordingly stated their position was neutral because they "would prefer to see no increase in the environmental footprint on our maunga at all. Nevertheless, we acknowledge the economic contribution Ruapehu Alpine Lifts (RAL), and now Pure Tūroa Ltd (PTL) are making to the region, and we are prepared to work towards a resolution, provided sufficient mitigation and safeguards to our maunga and awa are met.". Mitigation measures are expressed as "bottom lines."

103. They emphasise the activity will impact on the Te Waiū-o-te-Ika, noting the upper reaches of the Mangawhero, which is a major tributary of the Whangaehu river, flow through the ski field, and the importance of the health of the wai and the awa. They are concerned about the increase to the ecological footprint due to the IDP's proposing new chairlifts over the term of the concession. They note damage is continuing to the Mangawhero ecological area (a separate but equally ecologically important area) from water discharging from the café, inadequate fencing, sediment from Clarry's track and earthworks and rubbish. Ngāti Rangi are opposed to snow making, especially a particular form "snomax."

104. Ngāti Rangi note they do support some parts of the Application. They support the intention to remove redundant infrastructure, reduce the carrying capacity and that the Applicant has identified their desire to create a relationship agreement with Ngāti Rangi. Other positive points are the intention to charge for car parking but not intend on extending any carparks. In addition, that PTL will not be paying dividends and will, instead, re-invest the funds back into the ski area. Lastly, PTL are considering all year-round activities which will benefit employment and income for the wider town and also their people.

105. Ngāti Rangi identify the following will need to be addressed:

a. The applicant will need to continue with the existing agreement to remove redundant structures (currently, a hut for rope storage and broken plastic drain near the carparks).
b. The Applicant should employ at least one cultural monitor and guide to uphold tikanga and kawa. In addition, the Applicant will need to employ at least one environmental monitor to report to Ngāti Rangi. These monitors will identify further redundant structures.
c. The Applicant will provide an assurance snow making will not include snomax or similar. The applicant will need to identify what they mean when they state they will use "smart technology" when making snow.
d. There should be regular monitoring of vegetation, stream flows and ground temperatures under artificial snow. The ecological assessment from 2014 should be repeated.
e. The Applicant will not lower any car parks or undertake any work including substantial earthworks.
f. The Applicant will not develop mountain biking.
g. They Applicant will not cover Mangawhero stream when upgrading or constructing a new Clarry's track. This will affect the mouri of the awa and Te Waiū-o-te-ika.
h. The Applicant will protect the two alpine flushes (Turoa Alpine Flush and Mangawhero Ecological Area).
i. The Applicant must specify exactly when they are using aircraft and where drones can be used instead.
j. The Applicant needs to provide detail on their revegetation plan, including locations of off-site nursery's.
k. The Applicant should pay a levy to the Ruapehu District Council to upgrade their wastewater treatment plant.

106. Ngāti Rangi considers the above are also critical to resolve because the ski area is within a UNESCO site. Ngāti Rangi considers the dual status recognising Māori cultual values has an economic value and that the Applicant is indirectly benefitting from Ngāti Rangi's presence and input.

107. Ngāti Rangi's feedback dated 28 February 2024 suggest the following should be included in the concession terms:
    a. The Te Waiū-o-te-Ika principles should guide all decisions and all conditions imposed on any concession issued.
    b. By the conclusion of Year 1, Te Pae Toka or a similar relationship agreement will be in place between Ngāti Rangi and Pure Tūroa Limited. This agreement will outline a series of KPI's that will be regularly monitored. A full review will be undertaken by Ngāti Rangi at year 3 against these KPI's with the ability for termination at this time. Ngāti Rangi have emphasised the importance of the 3 year review for the protection of Ruapehu given what they see as the rushed process to date.
    c. Concession is to include only activities / infrastructure that is already in place under the existing RAL concession. Any new upgrades or changes will require either a variation to the concession or a new concession application.
    d. By conclusion of year 1, a new updated Environmental Assessment will be completed and available for review by Ngāti Rangi. This assessment should include an Environmental Management Plan that is agreed to by Ngāti Rangi
    e. Introduction of a management fee on top of the concession fee. This management fee will fund 1x Environmental Monitor and 1x Cultural Monitor that will be employed by and report to Ngāti Rangi. These 2 positions will undertake daily monitoring. Additional monitors to also be provided for additional works or maintenance?
    f. All waste both solid and liquid will be removed from site and taken to a consented facility.
    g. Ngāti Rangi would like to review the final Decision Support Document that is being provided to the Decision Maker.

108. The analysis concerning the statutory obligation to recognise and provide for Te Mana Tupua and Ngā Toka Tupua for Te Waiū-o-te-Ika is discussed under the Treaty settlement provisions above.

109. A draft of the proposed concession was provided to Ngati Rangi on 22 March 2024 for their feedback. This information is included in appendix 4 of this report.

Te Korowai o Wainuiārua submission and engagement

110. Te Korowai o Wainuiārua made submissions as part of the process dated 5 February 2024 and further matters were discussed at a meeting on 1 March 2024. They oppose the application.

111. Their submissions emphasised what they considered to be a lack of good process. They claim of a breach of good faith related to the notification period for this application and with the RAL liquidation process more generally. The submission also states that there is a lack of evidence to support the economic viability of the application and raises concerns with this application and the ten-year term given the Tongariro National Park Enquiry is yet to occur, and the conduct of the Applicant. The submission noted "Te Korowai o Wainuiārua supports economic development in the Region". Although not directly part of this application, they advocate for a joint Crown-iwi entity to oversee the ski area and ensure iwi values and opportunities are met going forward.

112. In their feedback on 12 March (following a meeting with the Department to discuss their concerns) they outlined while they are engaging in the spirit of cooperation and

providing feedback on the details in the application, they want it known they continue to oppose the application. They suggest a way forward is for a pan-iwi collective to ensure consistency, respect and sensitivity for all matters related to the Park.

113. They have suggested the following should be included.
    a. To minimise environmental impact, concession is only for existing activities and lease licence areas are clearly stipulated.
    b. An updated Ecological impact assessment within 12 months.
    c. Cultural Impact Assessment to be undertaken by local iwi.
    d. The Applicant will enter into a relationship agreement with Te Korowai o Wainuiārua which will include Key Performance Indicators that will be measured at a 3-year review of the concession.
    e. A fee will be charged for monitoring undertaken between DOC, the Applicant and iwi/hapu.

Ngāti Hāua submission and engagement

114. Ngāti Hāua submitted an interim submission on 9 February 2024, followed by a supplementary submission on 25 February 2024. The interim submission states engagement with the Department and the applicant are in initial stages but has been positive. They however raise serious concerns with the process under the Conservation Act and Te Awa Tupua Act including that tikanga and kawa have been omitted from the process and they have concerns with guidance about who the Applicant should be engaging with. Ngāti Hāua were not engaged by the Applicant before the application was lodged and therefore it was said the application is deficient. Ngāti Hāua also had concerns about the Department's decision the application was ready to notify.

115. Ngāti Hāua emphasised the strength of their relationship to the Maunga and that their interests have not been factored into processes to date due to limited engagement. The supplementary submission states Ngāti Hāua's concern there are serious procedural deficiencies with the application and compliance with both the Conservation Act and Te Awa Tupua Act, which means the application should be declined or returned under s17SA to ensure proper consideration and compliance with those statutory frameworks. Ngāti Hāua consider the decision to publicly notify was flawed on the basis of insufficient information, including in terms of identification and assessment of Ngāti Hāua's interests (discussed elsewhere in this report). Ngāti Hāua indicated they are not in a position to consider the substance of the application due to what is said to be the deficiency of the information.

116. The supplementary submission emphasises the importance of compliance with Te Awa Tupua Act which is discussed above. As noted, this Act includes a set of intrinsic values (Tupua te Kawa) to guide decision making, which is engaged in this case as the Tūroa Ski Area is within the Whanganui River catchment. Their submission states "*Tupua te Kawa directs a relational and good faith working relationship between those iwi/hapu at place and other parties like DoC and the Applicant*". Ngāti Hāua do not believe this occurred with this application (also discussed above).

117. Their submission also discussed section 4 of the Conservation Act and emphasised the principles of partnership and active protection in relation to taonga. Their comment

was that this is especially important when the taonga (Mt Ruapehu) is experiencing degradation.

118. Ngāti Hāua met with the Department to consider the details of the concession on 5 March 2024. Ngāti Hāua request their submission to be given as their primary position and request the following statement be included to the decision maker: *"Ngāti Hāua are clear that the procedural context of the Concession provides rationale to decline the Concession Application. Had proper process and engagement occurred with Ngāti Hāua, the below matters and key areas of the Concession could have been worked through in greater detail and in a way that provided options for all parties. The Minister will need to determine whether such procedural issues (including non-compliance with settlement legislation) warrants a decline of the Concession. We say it does, but in the alternative, we suggest that provision should be inbuilt into the Concession that aims to rectify the deficiencies in the Application and that deters future concession Applicants (including this Applicant) and DoC from conducting these processes in a way that is inconsistent with the expectations of Ngāti Hāua."*.

119. At this meeting, it was discussed that a partnership should be built between Ngāti Hāua and the Department that is consistent with Te Awa Tupua and Ngāti Hāua kawa. This can in turn, be in-built into the concession through monitoring conditions and also working alongside the Department to review the concession post any potential concession being granted. Ngāti Hāua have suggested an acknowledgement to Ngāti Hāua interests on the Maunga be inbuilt into this report noting their concerns in terms of section 4 and Tupua te Kawa.

120. Ngāti Hāua specifically request the following steps are required given what they consider to be a lack of proper process and engagement:

a. That a new environmental impacts assessment/management plan must be discussed with Ngāti Hāua within the first 4 months and completed by 12 months. Resourcing that should be external. If not met, the concession should be terminated.
b. Ngāti Hāua have suggested that it is within this process that Ngāti Hāua establish a relationship agreement with PTL and put in place some additional provisions for Ngāti Hāua. The relationship agreement will ensure the development of targets that reflect Ngāti Hāua's values and operating expectations. This includes whether the completion of a new cultural impact assessment is appropriate.

121. Ngāti Hāua note that PTL seek 10 years with an additional 10 years after PTL pass a proposed three-year review. Ngāti Hāua are not comfortable with that term being specified in the concession. Ngāti Hāua consider that even agreeing to 10 years needs to be answered at the 3-year review. The Department notes that this application does not consider a term exceeding 10 years.

122. Termination – Ngāti Hāua expects surety on what can trigger termination and that compliance with Te Awa Tupua and Ngāti Hāua kawa are grounds to terminate. They also state any assignment to external parties need to be discussed but shouldn't be an issue if the conditions are the same.

123. Visitor inductions are expected to include cultural history of the area and a management plan that implements a new Impacts Assessment will be able to include these matters.

This would be consistent with the acknowledgements of Ngāti Hāua interests/whakapapa to/on the maunga.

124. Ngāti Hāua were clear that they expect to participate with PTL in the monitoring and reporting of this concession. In terms of reporting, Ngāti Hāua expectations are that the Applicant will do regular reporting (quarterly if possible) to show progress with conditions and highlight what issues may have arisen that require addressing.

125. To ensure that the environmental impact of this activity is minimised, any concession granted can only include the current activities and infrastructure in the ski area or reduce them. For any further development either a variation to the concession or a separate application will need to be made and no major works are anticipated within the first three years.

126. Environmental concerns – Ngāti Hāua have the same concerns other submitters have and expects the Department to be directive on environmental issues. They requested additional meetings are held to discuss redundant infrastructure.

Submissions received from Patutokotoko

127. The Patutokotoko submission stated their view that the timing of the notification period is unreasonable over the Christmas/government shut down period. They also re-iterate any decision must not prejudice future settlement negotiations relating to the Park. They state they have continued to advise the Crown since mid-2023 that they have concerns over the trading of the Tūroa name, which they consider to be a taonga to their whanau/hapū, as well as the term of concession, inexperience of applicant, inadequacies of current concession and environmental effects which have not been addressed. They noted there was no pre-application engagement by the Applicant or the Department with Patutokotoko and do not support a concession without further direct engagement. They do not believe a like-for-like licence should be entered into and expect a relationship agreement with Te Korowai o Wainuiārua and Ngāti Rangi as a bare minimum before the Department grants a concession.

128. They note there must be an adherence to the statutory planning documents which include sections 3.1 and 4.1.2 of the TNPMP which refer to the principle and objectives of the Treaty of Waitangi and He Kaupapa Rangatira and identify principles 7, 8, and 9 as relevant.

129. Patutokoko express concern at what they see as the cut-and-paste of the application (from previous applications) and inaccuracies of the application due to this. They state they find it difficult to assess this application without a Cultural Impact Assessment and in light of outdated information. This issue is discussed further in the application complete component of the application. They also raise concerns that some proposals in the draft IDP are inconsistent with the TNPMP (carrying capacity and carparking charges) and there is a lack of information included in this. Concerns were also raised about the age of the supporting reports.

130. Other concerns that were raised include sub-licencee approval, and increased aircraft and filming for marketing, both of which they state should be one-off concessions. As to term, while opposition to the application is to the forefront, the submission was made that they would be comfortable with a 10-year term as a maximum, but with a 3-year

review and subject to relationship agreements having been signed with Te Korowai o Wainuiārua and Ngāti Rangi. However, a further review should also occur after the Treaty settlement for the Park occurs. They note the applicant's expectation of preferential rights to renewal of the concession for an extended term and that this limits future commercial opportunities for hapu or iwi.

131. An email was also received on 18 March 2024 to the Operations Director, Central North Island. This email further identified concerns with the use of the Tūroa name, which they consider to be a taonga and holds cultural values. They requested an agreement and relationship with the applicant to protect the Tūroa name and ensure it is used positively and that this be built into the concession terms. There has since been further engagement regarding the name between the Department, the Applicant and Patutokotoko which has been positive.

Department response to engagement and submissions

132. As noted above, engagement with Treaty Partners began for this process prior to the application being received in November, and this engagement has continued right through the process. Given the shortened time frame for processing this Application, for the reasons outlined earlier in this report, the Department has attempted to provide early and additional opportunities for engagement rather than relying on the public notification process. This includes providing Treaty partners with the information they need to be able to provide their comments and feedback. The Department recognises engagement has been challenging for Treaty Partners due to the short timeframes associated with the application and also with notification occurring over Christmas and January 2024. The Department has sought to mitigate these issues by contacting Treaty Partners in advance of the application being received and sought to work with Treaty Partners in a way which works for them, as in outside the formal public process. This is set out in the table of engagement.

133. The application from Pure Tūroa Limited is influenced by the past application from RAL and supporting environmental reports which are 10 years old. Treaty Partners have told us that this has made it difficult for them to understand the application fully. Submissions and further engagement undertaken by the Department has allowed the Department to be better informed of the views of Treaty Partners, to the extent possible in the timeframe, and which are incorporated into this report.

134. The Department is acutely aware of the high cultural significance of this maunga and obligations in relation to actively protecting Treaty Partner interests, as well as recognising kaitiaki responsibilities and statutory obligations (recognising and providing for) in relation to Te Awa Tupua and Te Waiū-o-Te-Ika. Noting that active protection requires informed decision-making and judgement as to what is reasonable in the circumstances. Mitigation measures to protect iwi interests are addressed below.

135. Treaty partners are seeking assurance that Treaty settlement redress over the Park will not be prejudiced through this concession decision. There are concerns that the term length will place encumbrances on the land and future use of the land in a Treaty settlement, and commercial opportunities for the land following settlement. It is noted that without use ski area infrastructure will be terminally degraded.

136. In addition to appropriate conditions to address and mitigate concerns and to reasonably protect the Article II Treaty interests, there is a strong desire from our Treaty partners to have a more active involvement in the governance of the concession activity, in the form of a relationship framework with the Applicant, and greater levels of environmental and cultural monitoring.

137. It is important to understand and recognise that Treaty settlement negotiations in relation to the Park are at their very early stages. The Decision Maker needs to be cognisant of the timing of the Park settlement and the impact of any long-term lease/licence for the Applicant on these negotiations. In this respect, a term of 10 years is considered appropriate to allow this settlement to occur. Settlement negotiations are expected to be resolved within the next 10 years. Any new concession application will likely be undertaken within a different framework.

138. It is therefore important to recognise the PTL application is for 10 years only, due in part to the Applicant's recognition of Treaty partner concerns and aspirations. Any further operation of the ski field would require a fresh application. The significance of this is that the RAL concession, including extensions, has an end date of 30 April 2077. The PTL application has a significantly shorter term, by approximately 43 years. It is considered that such a shortened term gives a greater protection to Treaty partner interests, including the future Park negotiations.

139. PTL has shared with the Department their intent to build a relationship with Treaty Partners and then be in a position to apply for a longer-term concession at the end of the initial 10-year term. This is not a matter for consideration under this application, however, as the application for consideration is for a term of 10 years. Those matters would fall to be addressed in the event of a new application at the end of the 10-year term.

140. The Department is recommending that specific mitigation measures are included in this concession where possible to address some of the concerns raised.

141. However, not all requests are either legally able to be incorporated or, in some cases, are not recommended. For example, concession conditions on this application cannot bind Treaty Partners who are not a party to the concession and, therefore, cannot directly require or include as a term of the concession a requirement for iwi and PTL to enter into relationship agreement. Instead, it is recommended that any approval letter will also include a recommendation for the Applicant to create a relationship agreement with each of the Treaty Partners with an interest in the Tūroa Ski Area. Any existing relationship agreements between Treaty Partners and the Applicant will be part of the Department-led Cultural Impact Assessment (discussed below).

142. The Department is recommending special conditions in the concession that require the preparation of a Cultural Monitoring Plan, a Cultural Impact Assessment, and a three-year review.

143. The Department is recommending a cultural monitoring plan be implemented which will allow for the monitoring of the concession to be contracted to third parties. Cultural monitoring was requested by Ngāti Rangi and Ngāti Hāua. The Department is recommending the monitoring be payable by the Applicant, up until a cost Sec 9(2)(b)(ii) . Refer to the Fees section (section 11) for more discussion on this.

144. The review at Year 3 will consider the outcomes from the Cultural Impact Assessment, ecological review, ecological plan and any adverse effects of the concession.

145. These special conditions are proposed as reasonable mechanisms to address many of the concerns and requests from Treaty Partners.

146. There are differences in the expectations of Treaty Partners as to what this three-year review should achieve. For example, Ngāti Rangi and Ngāti Hāua have requested the concession be cancelled if the review shows adverse effects on cultural values which cannot be avoided remedied or mitigated. However, the Department has attempted to design the terms of this review to seek to address all parties' views. The Department is instead proposing the ability to make recommendations and suggested additional conditions if required following the 3-year review. The mechanics of the 3-year review are set out in the special conditions but do not include a right of termination.

147. This is not simply an adaptive approach to managing cultural concerns, as there are obligations within the concession document to protect the environment and special conditions providing further protections to Treaty partner interests and concerns now - including conditions restricting the use of vehicles, consultation in the preparation of interpretation materials, and obligations related to hazardous substances, refuelling, snow making, earthworks, wastewater management and accidental discovery protocols.

148. The Department's expectation is that relationship agreements will form part of the scope to be considered under the Cultural Impact Assessment (which will also include KPIs agreed between the Applicant and Treaty Partners). The review at Year 3 will consider the outcomes from the Cultural Impact Assessment. It is also noted that Patutokotoko requested an additional review of the concession be undertaken after treaty settlement over the Park has been finalised. It is unknown when the settlement will be finalised as negotiations have not started and it is therefore not considered appropriate to include such a further review in this concession.

149. Te Korowai o Wainuiārua, Ngāti Rangi and Ngāti Hāua each identified the need for this application to have no material changes to this application from that operated by RAL and no new infrastructure is proposed as part of the concession application. Ngāti Hāua also requested the lease and licence areas to be clearly set out, which has been recommended in the draft lease/licence document. The concession document will clearly identify the scope of the activities and the lease licence areas, and Treaty Partners will be consulted on any new works approvals or variations.

150. Patutokotoko raised concerns regarding PTL trading with the Tūroa name. RAL has a trademarked image incorporating the name "Tūroa" although does not have a trademark over the name itself. RAL's trademark would transfer to the Applicant under the Sale and Purchase Agreement. We understand that discussions are ongoing between the Applicant, Kānoa and Patutokotoko in relation to a potential transfer of that trademark to Ngāti Patutokotoko on completion of the purchase of the Tūroa assets by the Applicant, if successful. Questions about what happens to RAL's trademark are not for your decision as part of PTL's concession application.

151. Aside from the specific trademark question, Patutokotoko has asked for any concession to PTL to acknowledge the status of the Tūroa name as a taonga. Patutokotoko has asked for an additional schedule to the concession regarding "ownership and use of Tūroa", covering the use of the word "Tūroa" by PTL or any other party, and assigning the Tūroa whanau name for commercial purposes. The Department considers that the concession could include a recital acknowledging that the Tūroa name is a taonga to the Tūroa whanau. However, the Department does not consider it is possible or appropriate as part of the concessions process to compel PTL to change its name or to enter a commercial arrangement with the Tūroa whanau, or to seek control the use of the word Tūroa by PTL or other parties.

152. In terms of environmental concerns, as requested by Ngāti Rangi, Te Korowai o Wainuiārua and Ngāti Hāua, the Department is recommending an updated Environmental Impact Assessment and as noted, the preparation of a Cultural Monitoring Plan by the end of year 1 of the concession. PTL would be required to transport wastewater to a wastewater treatment plant authorised to receive it. Particular concerns were raised regarding the Ohakune Wastewater Treatment plant. The Ohakune plant is currently operating under "existing use rights" while its new consent is being considered. It is not considered reasonable or appropriate to require, as requested by Ngāti Rangi, the Applicant to transport the waste by truck to an alternative location as the Ohakune plant is operating lawfully and there are no other wastewater treatment plants nearby. Other requests by Ngāti Rangi are to prevent the use of snomax. The Turoa Alpine Flush and Mangawhero ecological area are recognised as sensitive areas and should be included in the Environmental Plan. The Department does not consider it is appropriate to use the concession process to require PTL to pay Ruapehu District Council a levy.

153. The Te Waiū-o-te-Ika principles and Te Awa Tupua and Tupua Te Kawa are considered further up in this report. Special conditions relating to restricting the use of vehicles, hazardous substances, refuelling, snow making, earthworks, terrain modification and wastewater will recognise and provide for these principles.

154. Other requests by Ngāti Hāua are: termination conditions which are included if concession conditions are not met (as seen through the three-year review), visitor inductions to occur and include the acknowledgements of Ngāti Hāua interests/whakapapa to/on the maunga. The three-year review is discussed separately above. Note, standard conditions allow the Department to suspend or terminate the concession if it is breached, in addition to the three-year review. It is acknowledged this is different to the request by Ngāti Hāua but should result in a similar outcome. The Department will include a special condition requesting the Applicant to contact Treaty Partners for Māori/iwi values of the area when providing interpretation values.

155. Other requests by Patutokotoko are involving sub-licencing, aircraft and filming concerns. No sub-licencing is included as part of the recommended conditions as there is no specific proposal for that at this time. Aircraft and filming are allowed as part of this concession provided they are associated with the management of the concession. The Department considers including these activities in the overall concession conditions will provide better control and consistency of the use of aircraft and filming (than individual permits would).

156.The concession document has been provided to Treaty Partners, however due to limited time the Department is unable to provide the Decision Makers report (this report) until a decision has been made. Treaty Partners have responded as set out in appendix 5 of this report. This appendix sets out the Department's response to each point raised.

Conclusion

157.As Decision Maker, you will need to be satisfied as to the extent to which the issues raised by our Treaty partners are able to be reasonably addressed in the context of this application. This includes consideration of the specific Treaty settlement obligations and the requirement, under section 4 of the Conservation Act, to give effect to the principles of the Treaty when interpreting and administering that Act (including the legislation listed in Schedule 1 of that Act, which includes the NPA).

158.As mentioned, how these principles play out in practice is necessarily context dependent. Treaty principles do not dictate any particular result but require good faith and reasonable action by both Crown and Māori in the circumstances. The proper approach to Treaty principles is that they themselves require a balance of tangata whenua and other interests.

159. The Department has engaged in good faith with its Treaty partners to make an informed decision and to actively protect Treaty interests. It is acknowledged that the urgency of this application has resulted in Treaty Partners having concerns about the process for this application. They consider the Department has not met the requirements of section 4 in terms of process undertaken and the Department has not given effect to the principles of partnership and informed decision making. The Department notes it would typically allow longer for Treaty Partner engagement; however, the particular circumstances here required some urgency. Further, engagement began prior to the application being filed as discussed above. The Department considers it has engaged with Treaty Partners reasonably and in good faith, consistently with s 4, having regard to the context.

160.The iwi/hapu interest here is significant and the principle of active protection is directly engaged. However, the principle of active protection of cultural values does not require the Decision-Maker to find that the current absence of cultural effects information is inconsistent with Treaty principles. This principle falls under the overarching principle of partnership. Where possible adverse effects on Māori spiritual or cultural values can be offset with mitigating measures, this may be sufficient to discharge the duty of active protection in the circumstances of this matter. With a range of differing views being put forward by Treaty partners, a concession document that contains appropriate mitigating measures such as dealing with cultural values at Year 3 is considered consistent with the duty of active protection and the overarching principle of partnership.

161.Declining the application is an available option which must be given serious consideration. In this case, the Department's recommendation is not to decline in all the circumstances.

162.In addition to concerns raised related to cultural values and Treaty interests, it is also noted that Treaty Partners have commented that the Turoa Ski Area provides economic benefits due to employment of iwi/hapu members at the ski area and indirect

economic benefits to the local economy. In addition, some Treaty Partners have indicated they may be interested in the ski field opportunity in the future. Patutokotoko, for example, have offered to purchase the assets for $1. Declining this application may not serve their future interests in this regard (noting ski lift infrastructure must be used or de-iced annually or is likely damaged beyond repair) and it is considered that such a shortened term (10 years) gives a greater protection to Treaty partner interests.

163. As described elsewhere, a strong theme of the regulatory regime is public use and enjoyment of National Parks, which the operation of the ski fields contributes to. The ski area is within the amenities area which allows for greater development than would be accepted elsewhere in the Park. PTL's application facilitates those activities.

164. The Tūroa ski field is already subject to extensive development consistent with the existing use by RAL. The application is in substance an application to continue existing activities using that same infrastructure (and proposing to reduce infrastructure over the term of the concession) but the term is notably shorter than under the existing RAL concession (which has an end date, including extensions, of 30 April 2077) and other ski fields nationally.

165. The concession is proposed for 10 years. While this is a significant period, it allows for Treaty settlement negotiations to unfold and ensures that, to the extent that Treaty settlement negotiations over the Park result in any changes to the ownership, management or governance of the Park, those changes can be given effect to with respect to the Tūroa ski area within a reasonable period of time. A shorter term is not considered realistic given the commitment and investment that needs to be made by any party to operate. It is considered that a 10 year term is, in itself, a much shorter term than the RAL concession and, alongside special conditions, gives greater protection to Treaty partner interests, including the future Park negotiations.

166. If PTL's application is declined, there will be considerable uncertainty for the future use and enjoyment of the maunga, in particular through access and enjoyment provided through the operation of the ski fields.

167. The Department does not recommend declining the application but rather recommends that the concession be granted on various conditions.

168. The Department considers the process undertaken has been reasonable in the particular circumstances of this application and has given effect to the relevant Treaty principles. In particular, the Department has sought to actively protect the interests of each Treaty Partner through the identified proposed mitigations to be included in the concession document.

169. In terms of Treaty settlement obligations, the Department considers it has recognised and provided for Te Waiū-o-te-ika (Te Mana Tupua and Ngā Toka Tupua) and Te Awa Tupua and Tupua te Kawa as set out above.

9. Statutory Analysis

9.1 Application complete S17S

170. Section 17S sets out the requirements of what must be included in a concession application. Further information was sought under s17SD from the Applicant regarding aircraft and filming activities and also clarification on the term being sought. This information was provided by the Applicant before the Department determined that the application was "complete".

171. It is noted that some older documents are included in the application and because of this some submitters considered the application to be incomplete. These include:

a. Assessment of Landscape and Visual Effects, dated January 2014 Landscape,
b. Ecological Assessment, dated December 2013, and
c. PWC Economic Report, dated 2014.

172. While the first two identified reports are now 10 years old, they still include information that is relevant to the application. It is the Department's view that only minor changes have been made to either the landscape or ecological areas in the intervening years. The Department considers the information included in the application is sufficient for considering the effects of the application. These reports are considered adequate for the purpose of deeming the application complete under s17S.

173. The PWC Economic Report was included by the Applicant as it highlights the benefits of the ski areas to the local economy. Although it is 10 years old, there will still be economic benefit to the area. However, this report is of very limited, if any, relevance to your decision. Off-site economic effects are not relevant considerations under the Conservation Act and NPA except where those effects have a bearing on the purpose for which the Park is managed. The exception to this is where economic matters are relevant to the Crown's obligation to give effect with the principles of the Treaty of Waitangi (section 4). This is discussed more in that part of the report.

174. Submitters and Treaty Partners identified concerns with the 'rushed' nature of the processing of this application. They consider this has resulted in an inadequate application and may result in full consideration of the application not being completed. As set out in this report, the application has been fully considered, based on the information included in the application form.

175. All Treaty Partners have advised the Department that they believe the application to be incomplete due to the age of supporting documents, lack of Cultural Impact Assessment, and lack of meaningful iwi engagement by the Applicant. Ngāti Hāua and Patutokotoko were not engaged by the Applicant before the application was lodged (although have done subsequently), which they believe must occur as Treaty Partners before an application can be considered complete. Patutokotoko advised they considered the application needed to include information on taonga. The Treaty Partners advised they consider the Department to return the application under section 17SA or decline it for a lack of information.

176. Although beneficial and encouraged, section 17S does not require Applicants to contact Treaty Partners. It is the Department's obligation (not the Applicant's obligation) to ensure the principles of the Treaty of Waitangi are given effect to. Section 4 and the principles of the Treaty of Waitangi require the Department to engage with all relevant iwi groups when considering an application. As such, it is not considered necessary for the Applicant to have completed engagement with the Crown's Treaty Partners before the application can be considered complete.

177. Some submitters raised concerns with the lack of financial information included in the application. Financial information (along with personal information and details of Treaty Partner engagement) was redacted from the public notification copy of the application form due to commercial sensitivities and confidentiality of the Applicant. This information was available to the Department, and it is considered adequate financial information for consideration of the application.

178. Overall, based on the above discussion, the Department considered the application to be complete for the purposes of s17S.

9.2 Ability of the Applicant to carry out the activity

179. The Minister is required to consider any information received as part of the application (s17U(1)(d)) which includes relevant information about the Applicant, including its ability to perform the activities applied for.

180. The Applicant was incorporated in March 2023 and was created for the purpose of operating the Tūroa Ski Area. The Directors, Cameron Robertson and Gregory Hickman, are locally based and are experienced businesspeople. Mr Robertson is a professional ski trainer with ski industry experience. The Applicant's governance structure includes an Advisory Board which includes an industry expert, along with finance and governance experts. PTL has assembled a management team including people with significant experience working on Turoa, and financial and other professionals. PTL's proposed operations manager has worked on Turoa for 30 years and has acted as RAL's operations manager for Turoa. PTL has already hired its General Manager, who has met with the Department sharing his background and instilling confidence in his ability to run the ski field. PTL's application notes that it has worked with PwC (RAL's liquidators), Calibre Partners (now receivers of RAL), and MBIE, to emerge as the preferred bidder for RAL's assets.

181. If PTL's application is successful, it will receive $3.05 million in Crown funding. It will also have Sec 9(2)(b)(ii) of equity funding from Pure Turoa Holdings Limited. PTL's application identifies other sources of funding including a loan from PTHL Sec 9(2)(b)(ii)

182. The Department, including the Department's commercial team, has considered the information provided by the Applicant about its financial position, its commercial structure, and its key personnel. The Department is comfortable with the Applicant's ability to perform the abilities applied for.

183. A number of submitters raised concerns relating to PTL's ability to operate Turoa, including:

a. Some submitters raised concerns that the directors of PTL do not have the necessary experience to run a ski field, and in particular Turoa which some submitters said was a particularly challenging ski field.
b. Other submitters noted that other previous operators also have run into financial difficulty which outlines the importance of the Applicant to be able to operate a successful ski area business.
c. Many submitters including the RSSA were concerned the financial information was redacted from the public notification version of the application, which meant they

could not assess their financial information. They also noted the financial information in the application form only covered one page. They note the recent trading results indicate Turoa is financially marginal as a stand-alone operation. In addition, the proposed reductions in carrying capacity will result in lower sales.

d. There were concerns the Government would need to 'bail out' the Applicant if and when the Tūroa Ski Area fails in the future.

e. A number of submitters compared PTL's application with the possibility of restructuring RAL. For example, the liquidation committee's submission contrasts PTL's application with the financial results that are available for RAL, and submits that RAL is a solidly profitable entity. The RSSA submitted that if RAL was restructured and made solvent, because it has such a long concession term, it could put plans in place to accumulate capital to put aside to fund future make good provisions

184. Other submitters were supportive of the Applicant. Many submitters consider the Applicant will have regard specifically to the Tūroa ski area and its environment when operating the ski area, as opposed to RAL who had to consider the impacts of two ski areas. They also consider the directors of PTL to be successful businessmen in other ventures, hardworking and driven to make the business succeed. Some submitters supported the Applicant's financial ability to undertake the activity on the basis this would have been considered by MBIE as part of PTL's bid and request for government financial support.

185. Financial information was not included in the information made available to the public, as it is commercially confidential to PTL. Some personal information was also redacted to protect the privacy of individual people. Accordingly, the submissions noted above did not have the benefit of the full information available to the Department.

186. One of the principal concerns for the Department when considering an application for a concession is to consider the effects of the proposed activity, and measures that can reasonably and practicably be taken to avoid or mitigate any adverse effects. The Department is not interested in the financial position and qualifications of an applicant "per se", but only as those factors might affect the Department's assessment of effects and mitigations. The Department does not routinely engage in a detailed analysis of the business case of an applicant, but will take a closer look if, for example, an applicant is proposing to instal new infrastructure and is seeking a long term concession.

187. Here, the infrastructure already exists on the mountain. RAL is in liquidation. PTL is seeking to take over RAL's operations on Turoa. It is not seeking to instal new infrastructure. The decision before you is not to choose between PTL and another (hypothetical) operator. The decision before you is whether or not to grant a concession to PTL. There is obviously no guarantee that PTL will be a commercial success, but that is not the standard. The question is whether you are comfortable, in light of known information about PTL, and having regard to the matters in s17U, with PTL acquiring a concession for the Turoa ski field. It is not relevant to your assessment of PTL's application to consider the (extremely unlikely) possibility that RAL might have its debt forgiven, acquire significant new funding, and be restructured.

188. The Department is satisfied that PTL is a suitable concessionaire and with its ability to carry out the proposed activities.

9.3 Analysis of effects S17U(1) and (2)

189. Section 17U(1) requires you to have regard to the following matters:
    a. the nature of the activity and the type of structure or facility (if any) proposed to be constructed;
    b. the effects of the activity, structure, or facility:
    c. any measures that can reasonably and practicably be undertaken to avoid, remedy, or mitigate any adverse effects of the activity:
    d. information contained in the application, any further information from the applicant requested by the Minister, and any report or advice commissioned by the Minister;
    e. any relevant environmental impact assessment, including any audit or review:
    f. any relevant oral or written submissions received from the public notification process (refer to the Objections and Submission summary report).
    g. any relevant information which may be withheld from any person in accordance with the Official Information Act 1982 or the Privacy Act 2020.

190. The application is for the continuation of existing activities which were previously authorised in 2017 for a different operator (RAL). The decision report at the time of the 2017 decision stated the effects in relation to terrestrial ecosystems, landscape and historic heritage (excluding cultural heritage) would be minimal. The Department has assessed the potential effects and mitigation measures in light of this application for the purposes of your decision. The full assessment of effects and mitigation measures is discussed in more detail in appendix 7. PTL's application does not seek to construct new structures or facilities on the mountain. The infrastructure already exists. Accordingly, to the extent that the mere presence of ski field infrastructure on the mountain has effects, declining this application would not avoid those effects.

191. Department staff note there are no significant differences between the anticipated effects of the activity that is currently carried out by RAL, and what the effects would be if approved as requested. However, the Department has identified a number of aspects of the activity which may cause adverse effects on the environment. These are discussed in detail, along with other identified effects in appendix 8. These effects include effects on infrastructure, ecological effects, rubbish and wastewater, climate change, safety, historic and recreational effects. It is the Department's view that all adverse effects are able to be minimised to an acceptable level by the conditions recommended in the proposed concession. Some of the more significant effects are discussed below.

192. Ecological effects of the application were assessed by one of the Department's ecological advisors (Technical Advisor, Ecology). This advice is included within the Departments Technical Advisor's reports in Appendix 9. The advisor concludes *"the impacts will be largely what they are currently, and I can see no valid reason for declining their application"*. He has some concerns with the age of the Ecological Assessment and recommends this is reviewed or updated to provide a current assessment of ecological impacts. The advisor does not expect there to be significant change from the previous assessment but recommends a new assessment or review. He considers the assessment provided in the application is sufficient for the application to proceed. The proposed concession requires the concessionaire to procure a new ecological assessment within 12 months of the concession commencing. The assessment will ensure the Department has a refreshed understanding of the ecological conditions. It will also be used to inform an

Environmental Plan which is intended to protect sensitive areas and control weeds and pests.

193. Some submitters, including the RSSA, raised concerns about redundant infrastructure and obligations to remove and make good the mountain. They noted the potential for the Department (and the taxpayer) being liable for the cost of removing infrastructure, and requested the applicant be responsible for removing redundant infrastructure. This is addressed below in the section on proposed special conditions (section 9.11). There are potential environmental impacts of declining the application which may result in no operator for the Turoa ski area for at least one season. This may result in many of the structures becoming redundant on the land and falling into disrepair. This would result in safety concerns and potential environmental concerns such as leaching and corrosion.

194. The Department considers the assessment of effects of the proposed activity can also include effects on safety. This is both for customers of the ski area and the general public. There are risks from skiing activities, weather events and volcanic events. The Senior Visitor Advisor noted there is limited information in the application on visitor safety. It is recommended that if you grant this concession, PTL should be required to create a Health and Safety Plan (which will include visitor safety aspects) to explain how safety risks will be minimised. Conditions to this effect are contained in the proposed concession in appendix 9.

195. Recreational effects – The Senior Visitor Advisor notes the ski area has a long history of use as a ski field, which was also noted by the majority of the submitters. A key purpose of the NPA is to ensure that the public can use and enjoy national parks, and benefit from the recreational use of national parks. Skiing is a recreational activity through which visitors can enjoy the natural values of the Park. National Parks have a strong emphasis on public use and this should be allowed to the extent possible. On the other hand, a decision to decline PTL's application could well result in the end of skiing on the Turoa side of the maunga. That would have a significant detrimental impact on recreational values. (In order for the receivers of RAL to operate Turoa for the 2024 season, Cabinet would need to approve further funding. Even if approved, that would only be a short term solution: Cabinet has made clear that if no acceptable commercially led solution can be found within the next year, there will be no additional government funding. As discussed elsewhere in this report, ski area infrastructure requires ongoing (at least annual) maintenance and use in order to remain functional.

196. Economic effects - You will be aware of the considerable public interest in the future of the Mt Ruapehu ski fields following RAL's demise. A key concern has been the contribution of the Mt Ruapehu ski fields to the economy in the Central North Island, and the role that RAL plays as an employer in the region. As you know, in March 2024 the Minister for Regional Development sought and obtained Cabinet's confirmation that (subject to obtaining a concession from you) the government would provide PTL with financial support to enable it to purchase RAL's Tūroa's assets and operate the ski field. It is important to be clear that it is not open to you to grant a concession to PTL for the purposes of achieving employment and regional economic benefits. You must consider the merits of PTL's application in accordance with the matters that are relevant under the NPA and the Conservation Act, which are discussed in this report. However, it is noted economic matters may potentially be relevant to the extent they arise under section 4 (giving effect to Treaty principles); see above for discussion of section 4.

197. Section 17U(2) provides that you may decline the application if you consider either:
    a. the information available is insufficient or inadequate to enable you to assess the effects (including the effects of any proposed methods to avoid, remedy or mitigate the adverse effects) of any activity, structure, or facility; or
    b. there are no adequate methods or no reasonable methods for remedying, avoiding, or mitigating the adverse effects of the activity, structure or facility.

198. The Department considers that the information available is sufficient to assess the effects of the activity, and there are adequate methods to remedy, avoid and mitigate the adverse effects as set out in this report.

9.4 Purpose for which the land is held s17U(3)

199. Section 17U(3) (as applied by s49 of the NPA) provides that you shall not grant an application for a concession if the proposed activity is contrary to the provisions of the Conservation Act or the purposes for which the land concerned is held.

200. The area under application is part of the land held as Tongariro National Park, managed under the NPA. Section 4 of the NPA states:

(1) It is hereby declared that the provisions of this Act shall have effect for the purpose of preserving in perpetuity as national parks, for their intrinsic worth and for the benefit, use, and enjoyment of the public, areas of New Zealand that contain scenery of such distinctive quality, ecological systems, or natural features so beautiful, unique, or scientifically important that their preservation is in the national interest.

(2) It is hereby further declared that, having regard to the general purposes specified in subsection (1), national parks shall be so administered and maintained under the provisions of this Act that—

(a) they shall be preserved as far as possible in their natural state:

(b) except where the Authority otherwise determines, the native plants and animals of the parks shall as far as possible be preserved and the introduced plants and animals shall as far as possible be exterminated:

(c) sites and objects of archaeological and historical interest shall as far as possible be preserved:

(d) their value as soil, water, and forest conservation areas shall be maintained:

(e) subject to the provisions of this Act and to the imposition of such conditions and restrictions as may be necessary for the preservation of the native plants and animals or for the welfare in general of the parks, the public shall have freedom of entry and access to the parks, so that they may receive in full measure the inspiration, enjoyment, recreation, and other benefits that may be derived from mountains, forests, sounds, seacoasts, lakes, rivers, and other natural features.

201. Section 15 of the Act provides for the setting aside and use of amenities areas within national parks. Section 15 provides as follows:

(1) The Minister may, on the recommendation of the Authority made in accordance with the management plan, by notice in the Gazette*, set apart any area of a park as an amenities area, and may in like manner revoke any such setting apart.*

(2) While any such area is set apart, the development and operation of recreational and public amenities and related services appropriate for the public use and enjoyment of the park may be authorised in accordance with this Act and the management plan.

(3) The principles applicable to national parks shall, notwithstanding section 4, apply only so far as they are compatible with the development and operation of such amenities and services.

202. The amenities area is shown in the map in appendix 1. Note this map is not current and the Jumbo T Bar has been removed. This map shows the top half of High Noon T Bar falls outside the amenities area boundary, but all other infrastructure associated with the ski area is within the amenities boundary. The applicant does not propose to install any new structures outside the amenity's boundary.

203. Recreational use is of high importance under the NPA. Some submitters including the RSSA, and affiliated submitters were concerned the application is not consistent with section 4 of the NPA as PTL has applied for a lease (and hence exclusive occupation) over some areas, and the concern was that this may impact on public freedom and recreation within the Park including for hikers, climbers, alpine skiers and toboggan users. This issue is discussed more in the consideration of a lease section of this report (section 9.7). In summary, the Department's view is that granting PTL a lease over the small areas of land where its structures and facilities are located is appropriate and is not inconsistent with section 4 of the NPA. Having competently operated and secure infrastructure on the mountain facilitates recreational use and public enjoyment of the ski field. It is also, as a matter of fact, consistent with RAL's concession which although described on its face as a licence permits RAL to exclude the public from the parts of the land occupied by its structures and facilities.

204. Other submitters noted the granting of a concession will foster recreation. Section 4(2)(d) of the NPA advocates for public freedom of access for enjoyment and recreation (among other things). Two submitters noted the dark sky initiative which may impact on the Park values. It is considered the submissions should be considered relevant to this section of the NPA and are discussed throughout this report.

205. Section 43 NPA provides that national parks are to be managed in accordance with provisions of the relevant general policy, conservation management strategy and management plan (here, the TNPMP). These documents are discussed in this report. In summary, the proposed activity (operation of a ski field) is not inconsistent with the purposes for which this land is held.

9.5 United Nations Educational, Scientific and Cultural Organisation (UNESCO) World Heritage status

206. The Park was granted World Heritage status for both its outstanding natural (1990) and cultural values (1993). In 1993 it was the first property to be inscribed under the revised criteria describing cultural landscapes. This cultural status recognises the Park's important Māori cultural and spiritual associations. Having World Heritage Status requires the Park to be managed in a manner consistent with the articles against which the application was approved and consistent with the respective statutes and management plan for the Park. Managers have a duty to identify, protect and conserve

natural and cultural heritage of outstanding value universal value for future generations. The cultural landscapes status supports the strength of iwi rights and interests on Mount Ruapehu. Some submitters were concerned the application will risk losing its status due to the current cultural landscape. See the Section 4 discussion (section 8) for more detail on this.

207. The International Union for Conservation of Nature (IUCN) technical evaluation recommended granting of World Heritage status for natural values because of its exceptional natural beauty and for ongoing geological processes. It noted that the Māori cultural aspects add further to its significance and reinforce its natural values. Concerns raised in the IUCN evaluation were:
    a. The extent of ski development plans at the time for expansion, the impact of those developments on cultural values and image of the Park. It was suggested that the ski fields would be very susceptible to effects of global warming which would require upward movement of skiing activity.
    b. The extent to which the cultural values of the Park are given prominence and the level of involvement by the local Māori people.

208. Ski field infrastructure was present on the mountain when World Heritage Status was conferred in 1993; however, both IUCN and the International Council on Monuments and Sites raised concerns at that time about the possible expansion of infrastructure into the most sensitive summit areas of Mount Ruapehu. The IUCN believed these issues were resolved by the then new management plan (that management plan has now been superseded by the current TNPMP (2006 – 2016)) which they viewed as protecting the natural values of the Park and enhancing the cultural and spiritual values. Ski field development was constrained within specific zones and limits placed on their expansion and operation. The current TNPMP also better promotes cultural values. In general, the pristine areas are to be managed to avoid development and to conserve natural, cultural and historic values according to the TNPMP.

209. The Operational Guidelines for the World Heritage Convention (Para 172) expect State parties to inform the World Heritage Committee of "*major restorations or new constructions which may affect the Outstanding Universal Value of the property*". It is the Department's view that the application, if granted, would not trigger the requirement to inform the World Heritage Centre. The application is essentially like for like replacement it will allow the Applicant to continue the existing skiing and recreational operations at Tūroa Ski Area, the only exception being the removal of the Ngā Wai Heke lift.

9.6 Structures within the Tongariro National Park s17U4

210. Section 17U(4) (as applied by s49 of the NPA) states the Minister shall not grant an application for a concession to build a structure or facility (or extend or add to an existing structure or facility) :
    a. where it could reasonably be provided in an area outside the Park; or
    b. Could reasonably be provided in another part of the Park where it's effects would be significantly less; or
    c. The applicant could reasonably use an existing structure or facility or could use an existing structure or facility without addition.

211. The Applicant has requested to use existing structures and facilities. It has not sought permission to build or extend any structures as part of its application. Some submitters noted the Applicant does not need to keep all the existing structures within the Park and could, for example, move its offices and rentals into the Ohakune township. However s17U(4) is not engaged in this instance and does not act as a bar to granting the concession sought by the Applicant since no new structures, nor extensions are being sought.

212. It is noted that any future application for new structures or extensions would be subject to the tests in section 17U(4).

9.7 Granting of a lease s17U(5) and (6)

213. The Applicant has requested a lease in respect of all existing buildings and ski field infrastructure plus a 1m curtilage. A list of all the affected buildings and ski field infrastructure is provided at appendix 2.

214. The Applicant has also requested a lease over the base plaza area. This is described in the map in appendix 1 and includes the open space at the base of the ski area with no structures on it. Note the buildings within this area are considered separately to this area. The Applicant has described the base plaza area as being comprised of four "zones". It has requested a lease over the zones within the base plaza area for the following reasons:

a. Zone A – includes the helicopter pad for medivacs, diesel storage and maintenance and emergency equipment which require strict access for public safety.
b. Zones B and D – require management in the form of moveable barriers and crowd control. The Applicant stated a lease is required for management of public safety in busy times, under bad weather conditions and when special events or operational activities are occurring.
c. Zone C – this is a staging area for alternative helicopter movements under multi-evacuation situations and exceptional disaster management events.

215. In addition, the Applicant has stated "all zones include operational and emergency vehicle and equipment movements within shared public areas and require the management of congestion flows especially in bad weather where visibility and ground conditions are compromised."

216. In order to grant the lease requested, you must be satisfied that the requirements in section 17U(5) are met. That section provides:

"The Minister may grant a lease or a licence (other than a profit à prendre) granting an interest in land only if—

(a) the lease or licence relates to 1 or more fixed structures and facilities (which structures and facilities do not include any track or road except where the track or road is an integral part of a larger facility); and

(b) in any case where the application includes an area or areas around the structure or facility,—

(i) either—

(A) it is necessary for the purposes of safety or security of the site, structure, or facility to include any area or areas (including any security fence) around the structure or facility; or

(B) it is necessary to include any clearly defined area or areas that are an integral part of the activity on the land; and

(ii) the grant of a lease or licence granting an interest in land is essential to enable the activity to be carried on."

217. Section 17U(6) further restricts the situations in which a lease can be granted. It provides that no lease may be granted unless exclusive possession is necessary for (a) the protection of public safety, (b) the protection of physical security of the activity concerned and (c) the competent operation of the activity concerned.

218. The Department's view is that the request for a lease over the buildings and ski field infrastructure meets the tests in s 17U(5) and (6) and that it would be appropriate to grant a lease over these areas. The proposed lease areas that relate to buildings and ski field infrastructure satisfy the test in s 17U(5)(a) because they are fixed structures and facilities, and they do not include any track or road. The buildings are all clearly defined and have been identified and relate to fixed structures or facilities. As to s 17U(6), the Department considers that exclusive possession is necessary over buildings and infrastructure for the purposes of safety and security of those assets, and to ensure that PTL can operate the activity competently (which includes the need to achieve adequate maintenance and investment). PTL would have a significant investment in buildings and related infrastructure. In addition, exclusive possession over some structures is necessary for public safety reasons, for example exclusive possession of the chairlift drive and return stations is needed to protect public safety from hazards that may result from operating machinery. This is consistent in practice with RAL's rights under its concession to exclude or limit access by the public to those parts of the land occupied by its structures and facilities.

219. In terms of the request for a lease over a 1 m curtilage around all buildings and infrastructure, the Department does not consider this is necessary for the purposes of safety or security around the structures, nor integral to enabling the activity to occur (s17U(5)(b)) and does not recommend that you grant a lease over those areas.

220. The Department recommends that you grant a lease over Zone A. The Department considers that Zone A (which includes the helicopter pad, diesel storage, and emergency and maintenance equipment plus curtilage) is a "facility" in terms of s 17U(5), and that exclusive possession is required for the protection of public safety from the helicopter base and to protect the physical security of the diesel storage and emergency equipment stored in this area. Therefore, zone A meets the tests set out in s 17U(6).

221. However, the Department is not convinced that Zones B, C and D meet the criteria in s17U(5) and (6), and does not recommend that you grant a lease with respect to those areas. The proposed concession includes terms that would require PTL to take practicable steps to protect the safety of persons on the land, and to define, mark and control areas that are unsafe for the public. The lease request for Zones B, C and D appears to be based on occasional events/circumstances giving rise to safety concerns, and the Department considers that these general "safety" provisions in the concession would be adequate, particularly given the high threshold for granting a lease.

222. Many submitters were concerned about the impacts granting a lease would have on public access to the ski area and the 'privatisation of public land'. In addition, some submitters believe a lease will create complexities for management. The overwhelming majority of the Tūroa ski area would not be subject to a lease. The public will retain a right of access to the general ski field terrain. The proposed lease areas relate to a very small proportion of the total area and are for the purposes of ensuring that the Applicant has the necessary legal rights to secure its structures and facilities and to protect public safety. Having ski field infrastructure on the mountain provides recreational opportunities and enhances public access to the Park, and the Applicant needs to be able to secure that infrastructure.

223. Although the Applicant would have a lease over its buildings, a proposed condition on the concession is that the Applicant must ensure that toilets and public shelters within the base area are open to the public. This is consistent with Policy 4.3.2, 9 (page 130) of the TNPMP.

9.8 Discretion to decline if you consider inappropriate (s17U(8))

224. Section 17U(8) provides that nothing in the Conservation Act or any other Act requires you to grant any concession if you consider it is inappropriate in the circumstances of the particular application having regard to the matters set out in section 17U.

225. Some of the submitters identified this section as giving the Minister discretion to decline the application for wider process reasons, namely their concerns with the liquidation of RAL and the process by which bids for RAL's assets were invited and considered by the liquidators and MBIE.

226. However, concerns with the commercial processes by which PTL was selected as the preferred bidder do not have any bearing on the appropriateness of its application in terms of the matters set out in s17U of the Conservation Act. PTL's application has been made and must be assessed in accordance with the Conservation Act and the NPA.

227. Members of the public (not Treaty Partners) also submitted that they consider it inappropriate to grant a concession prior to the Treaty settlement process being completed for the Park. For further discussion on section 4 of the Conservation Act, please refer to sections 7 and 8 of this report. These matters should be considered under the assessment of the Crown's Treaty obligations in section 4, rather than Section 17U. For these reasons, it is not considered appropriate to decline the application under section 17U(8).

9.9 Statutory planning documents S17W

228. The statutory planning documents which are relevant to this application are the General Policy for National Parks, Tongariro Taupo Conservation Management Strategy 2002 (CMS) and the Tongariro National Park Management Plan 2007 (TNPMP). The Tongariro National Park Bylaws have also been considered. A full analysis can be found attached at Appendix 10.

229. While the policies in the General Policy for National Parks (GPNP) are not a matter the decision maker is expressly required to take into account when considering a

concession application, it must be remembered that the policies in the GPNP are implemented through the Conservation Management Strategies and the Management Plans. They GPNP is also at the apex of the policy hierarchy and its policies are considered, by the Department, to be relevant to the Minister's decision. The pertinent portions of the GPNP are set out and considered in appendix 10. It is the Department's view that the GPNP does not prevent the grant of a concession, provided terms and conditions are imposed in accordance with the draft/proposed concession annexed to this Report.

230. The CMS contains no specific policies in relation to the Tūroa ski area since it defers to the TNMPM. However, there are general principles and other policies which are relevant to the proposed activity. These are discussed in appendix 10. Overall, the CMS encourages recreational use of public conservation land and provides for the Tūroa Ski Area. The proposed activity is not inconsistent with the CMS, provided public access is maintained to the current extent. Extending exclusive use to the base plaza area is contrary to section 3.5.2, policy c and, for that reason, it is recommended that you not do so.

231. He Kaupapa Rangatira, in the CMS and TNPMP comprises a set of Treaty principles and related objectives, and directs the development of a framework and protocols to give effect to these principles and objectives in the management of the Park. The framework and protocols described in the CMS and TNPMP are not yet operative. While this has not occurred to date, the framework should still be considered. He Kaupapa Rangatira principles give meaningful effect to the Treaty principles and must be considered as part of this application. Patutokotoko identified principles 7, 8, and 9 as important for this application. Principle 7 – actively protect the interests of iwi in respect to land, resources and taonga where they are considered by iwi to be of significance to them. Principle 8 Duty of the Crown to make informed decisions, objective to engage in regular, active and meaningful consultation with iwi. Principle 9 Duty of the Crown to remedy past breaches of the Treaty and prevent further breaches. To avoid any action which might prevent redress of Treaty claims. To address any grievances formally or informally of act of omission of the department in administration of the Park. Other relevant principles are Kāwanatanga, Tino Rangatiratanga, kaitiakitanga, and whakawhanaungatanga. These principles all relate to Treaty principles and are discussed further in section 7 of this report.

232. TNPMP is the primary statutory policy framework against which decisions are made in relation to the Park. The TNPMP recognises that activities such as this proposal can be managed. Many sections of the TNPMP are relevant to the application as set out below. There is a full chapter on Ski Area management and specific Ski Area Policies. Part 4 of the TNPMP provides general use objectives and policies for the Park, more specifically, the policies in section 4.4 (concessions) while Part 5 objectives and policies are specific to ski areas within the Park. These policies provide for skiing and snow related activities within the Tūroa ski area boundary. The application is broadly consistent with these policies. Overall, it is considered the proposed activity is consistent with the TNPMP subject to recommended conditions. Granting of a lease over areas B, C and D of the base plaza area is not consistent with policies 5.2.7 and 5.2.14. Using aircraft for filming is also not consistent with the TNPMP and using aircraft for this use is recommended to be declined.

233.The Tongariro National Park Bylaws 1981 set out bylaws for certain activities within the Park. They include restrictions on refuse, camping, access, vehicles amongst other things. Provided the Applicant complies with the standard and special conditions, it is considered the Tongariro National Park Bylaws 1981 will be complied with.

234.Section 17W(3) allows for the possibility of declining the application if the effects are such that it is more appropriate to review the TNPMP (or the CMS). Some submitters believed this would be more appropriate for this application. The Department does not consider this is appropriate for this application because the effects of the activity are well understood and are (with the exceptions of the parts identified above) provided for within the TNPMP.

9.10 Requirements of National Parks Act section 49(2)

235.In addition to the requirements of Part 3B of the Conservation Act, before granting any concession over a national park you must satisfy yourself that:

a. granting the concession will not permanently affect the rights of the public in respect of the Park; and
b. the concession would not be inconsistent with Section 4 of the NPA.

236.Granting this concession will not permanently affect the rights of the public in respect of the Tūroa ski area. The proposed concession is for a term of 10 years. The infrastructure necessary for the activity to occur already exists on the mountain.

237.The concession would not be inconsistent with section 4 of the NPA. Granting the concession would enable the existing ski field infrastructure to remain in operation, and will thus preserve recreational opportunities, and the public's use and enjoyment of the area. Section 4 of the NPA has modified application to amenities areas. For amenities areas, the development and operation of recreational and public amenities and services may be authorised in accordance with the NPA and the TNPMP, and the principles applicable to national parks apply only so far as they are compatible with the development and operation of such amenities and services. Much of the application site is within an amenities area. In terms of section 49(2), the application provides for the continuation of existing facilities and services and does not seek permission to build or extend any structures as part of its application.

238.Section 49(5) allows the Concessionaire to impose a reasonable charge for the use of its structures, sites, or services provided that is not contrary to the management plan and conservation management strategy.

9.11 Proposed Special Conditions

239.The recommended conditions are set out in Schedule 2 and Schedule 3 of the draft lease/licence document. Schedule 2 contains the Department's "template" conditions. In some instances, those have been modified by bespoke clauses which are contained in Schedule 3.

240.Schedule 3 special conditions include a description of the concession activity, public use of the ski area, maintenance of infrastructure, hazardous substances, terrain modification, vehicle parks and use, snow making, signage, wastewater, events,

filming, and aircraft. Some of the more significant proposed conditions are discussed below and are the Year 3 review, Cultural Impact Assessment, Cultural Monitoring, Ecological review, Annual Work Plan, and obligations to remove redundant infrastructure.

Year 3 Review

241. The Applicant has proposed a three-year review to be included in their application. This review would be undertaken by the Department but will also involve Treaty Partners to ensure iwi interests are appropriately considered. The purposed of this review is to provide the opportunity to review the concession based on the conditions, any adverse effects, Cultural Impact Assessment, Ecological Assessment, Environmental Plan and any other relevant information. This review was proposed by the Applicant and is also supported by Treaty Partners (however, note there are differences in how to implement this review). Some submitters support this review, others believe limiting the scope to cultural measures is too narrow. This review is set out in the special conditions and also below. Note, Ngāti Haua and Patutokotoko recommend the right to terminate at this review is the outcome isn't favourable. The Department instead recommends to review the conditions of the concession without terminating. It is also noted the standard condition providing for termination if the concession is not complied with.

242. The proposed special conditions is as follows:

1. *Three years from the date of this Concession (per the commencement date set out in Schedule 1 Item 3) the Grantor will initiate a review of this Concession (Year 3 Review) and the Concessionaire will be required to meet the actual and reasonable costs incurred by or on behalf of the Grantor in relation to the Year 3 Review.*
2. *When undertaking the Year 3 Review, the Grantor will consider:*
    a. *Whether the Concessionaire has complied with the conditions set out in the Concession;*
    b. *Any adverse effects of the Concession Activity, and whether these adverse effects can be reasonably avoided, remedied, or mitigated (either through existing concession conditions, the amendment of existing concession conditions, or the incorporation of new concession conditions);*
    c. *Any Cultural Impact Assessment;*
    d. *The Ecological Assessment;*
    e. *The Concessionaire's Environmental Plan; and*
    f. *Any other information the Grantor considers relevant to the operation of the Concession Activity.*
3. *Prior to undertaking the Year 3 Review, the Grantor will consult with Treaty Partners on the scope of the review to identify any areas of concern or interest to them.*
4. *The Grantor will determine the final scope of the Year 3 Review.*
5. *Once the Grantor has confirmed the scope of the Year 3 Review, the Grantor must inform the Concessionaire promptly of the scope of the review.*
6. *The Grantor may commission an independent third-party to undertake the Year 3 Review or to contribute to the review on the Grantor's behalf.*

243. Other related conditions to the Year Three review are the Cultural Impact Assessment and Cultural Monitoring conditions. The purpose of the Cultural Impact Assessment is to understand the cultural values on the land, understand how the concession activity

impacts on those values and understand how the concession may impact on the rights and values of Treaty Partners. This cultural impact assessment would be procured by the Department and cost recovered from the applicant. The Cultural monitoring condition is discussed further in the monitoring section below (section 12) and requires the Department to procure a cultural monitoring plan within one year of the term start date.

244. The ecological assessment outcome will also build into the outcome of the Year three review. This ecological assessment must be undertaken within 12 months of the concession term start date. An Environmental Plan must be procured by the Concessionaire after the ecological assessment has been completed.

245. The Concessionaire will also be required to provide an Annual Work Plan which sets out intended works for the upcoming year. This will include modifications to infrastructure, construction, terrain modification, restoration or revegetation works.

10. Term

246. The Applicant has requested a 10-year term for this application.

247. In their original application form the applicant requested: "PTL seek a licence with an initial term *of 10 years, with a review at 3 years. PTL seek an option to extend the initial 10 years by 20 years, with 5 yearly reviews to be undertaken in years 15, 20 and 25*". On 19 December 2023, the Applicant clarified they were only applying for a 10-year term at this stage. "*Yes 10 years duration sought…The 20 years is really to show our intent to apply for that term in the future*".

248. In light of the Applicant's clarification, the Department has proceeded on the basis that what is being sought is a 10-year combined lease and licence.

249. The Applicant notes Ski area infrastructure is expensive to construct, but the high capital cost can be justified provided a long period of operation is available to realise the benefit of investment. Planning must include consideration of climate change and replacement of aging infrastructure. They note lifts are bespoke and costly to build. In addition, the location of the activity in an alpine environment raises costs. The ski area will require investment of $32M over the next 10 years. They note similar ski field concessions (including the previous concession held by RAL) are typically 50-60 years. The applicant recognises the Treaty Partners view on a long-term concession which may limit their aspirations in the Park and for this reason have only applied for a 10-year term at this stage. It is the intent of the applicant to build a relationship with Treaty Partners and then be in a position to apply for a longer-term concession at the end of the initial 10 year term.

250. Over 150 submitters commented on the term length. The majority of submitters who opposed the term length thought the term length is too short to allow sufficient investment in the site. A lot of these urged the Decision Maker to consider a term of 30 years, however, this is outside the scope of what has been applied for. Some submitters also thought it showed a lack of commitment by the Applicant who may decide to walk away at the end of the 10 years.

251. Conversely, a few submitters supported the 10-year term as they felt it would allow a new operator to take over activities without locking-in a state of affairs over a longer term (20-30 year) concession.

252. The Department notes the standard term length for recent concessions granted within the Park is 3-5 years. This period reflects the reality that upcoming Treaty settlement negotiations for the Park have not yet commenced but are expected to occur in the near future. The timeframes are intended to avoid prejudicing or pre-empting the outcomes of those negotiations. Although the outcome of this Treaty settlement process is unknown, it is expected to influence the planning and statutory framework for the Park. Some non-Treaty Partner submitters identified the upcoming Treaty settlement process for the Park as a reason to decline the application or for a term shorter than 10 years. Patutokotoku request a review occurs of the concession once settlement occurs if this occurs within the 10 years.

253. The Department considers a 10-year term is appropriate at this time, noting the Applicant has identified it plans a long-term investment at Tūroa ski area. A 10-year term will allow the Applicant to undertake initial financial investment required for a ski field of this size. The Treaty settlement process for the Park is expected to be completed within 10 years.

254. It is the Department's view that the 10-year horizon strikes a reasonable balance between the Applicant's need for some certainty over the near to medium terms and the need to ensure that future Treaty settlement negotiations are not unduly compromised or constrained.

11. Fees

255. The Department recommends that the Applicant pays the concession application processing fees as a pre-condition of it commencing its use of the land. In addition to the (one-off) processing fee, the Department recommends that other annual charges are imposed on the Applicant in the event that the concession is granted. These fees/charges are discussed below.

256. Departmental processing fees are charged to concession applicants on a cost recovery basis. An initial cost estimate in this case is Sec 9(2)(b)(ii) [redacted] An updated processing fee will be provided to the Applicant prior to you making your decision.

257. Concession activity Fees: The Minister is entitled to set the rent or fees at a rate that reflects the market value of the activity. Regard is to be had to the nature of the activity, its impact on the purpose of the land, and any encumbrances upon the intrinsic, historic or natural resource on the land. Similarly, the legislation explicitly allows the Minister to discount or waive fees in certain circumstances.

258. Sec 9(2)(b)(ii) [redacted]

259. Sec 9(2)(b)(ii) [redacted]

260. Sec 9(2)(b)(ii) [redacted]

261. In addition, the Applicant will be required to fund the year 3 review, monitoring plan development and implementation and the Cultural Impact Assessment which are discussed in the conditions section above (9.11).

12. Monitoring

262. Monitoring of compliance with the concession conditions is generally undertaken by the Department and is cost recoverable based on time-and-attendance basis (usually up to two or three times per year) and can require an environmental monitoring plan.

263. It is noted that Treaty Partners have requested to be involved with monitoring any concession from an environmental and cultural perspective. Ngāti Rangi have requested a monitoring fee which would fund two full time iwi representatives to undertake cultural and environmental monitoring. Ngāti Hāua and Te Korowai o Wainuiārua have also expressed an expectation they will be involved with monitoring. Ngāti Rangi have requested two full-time monitors (an Environmental Monitor and Cultural Monitor). The Department considers daily monitoring is an unreasonable frequency to impose on a concessionaire in this form.

264. For this application, the Department intends procuring a cultural monitoring plan (which will include environmental matters) to ensure compliance with the conditions of the concession and also to ensure it is meeting the expectations of Treaty Partners. It is recommended that concession compliance monitoring is not set at a pre-determined figure but is determined through the monitoring plan. Rather than that approach the Department instead recommends that detailed iwi/hapu input is procured by input through the Monitoring plan which is set out below. This plan will provide an opportunity for iwi to offer feedback not only on compliance with the current concession conditions but recommendations as to future changes that may be appropriate.

265. The proposed condition around monitoring is set out below:

a. The Grantor must procure a cultural monitoring plan (Cultural Monitoring Plan) within 1 year of the commencement of this Concession (per the concession commencement date listed in Schedule 1 Item 3).
b. The Grantor will consult with Treaty Partners on the scope of the cultural monitoring plan to understand what cultural effects require monitoring.
c. The Grantor will determine the scope and content of the Cultural Monitoring Plan.
d. The Grantor will inform the Concessionaire and Treaty Partners of the scope and content of the finalised Cultural Monitoring Plan in writing.
e. If the Grantor updates or amends the requirements of the Cultural Monitoring Plan, the Concessionaire must be informed in writing.
f. As part of the monitoring requirements of this Concession, the Grantor will undertake cultural monitoring as and when required and may deviate from the Cultural Monitoring Plan if it is reasonable to do so.
g. The Grantor may commission Treaty Partners or any other third-party to:
    i. Undertake or assist with the cultural monitoring program; or
    ii. Assess the findings of the cultural monitoring program.
h. The Concessionaire is responsible for paying any actual and reasonable costs incurred by the Grantor or on behalf of the Grantor to develop, implement or commission the Cultural Monitoring Plan and, for the purposes of **clause 10.2** of Schedule 2, the fees associated with the Cultural Monitoring Plan will be a component of the Environmental Monitoring Contribution specified in **Item 7** of Schedule 1 and, collectively, will not exceed the annual sum specified in **Item 7**.
i. The Grantor must provide the Concessionaire with any findings from any Cultural Monitoring Plan undertaken in writing.

13. Removal of redundant infrastructure

266. The background to PTL's application means that the position regarding redundant infrastructure is more complex than usual. RAL's current concession includes obligations to remove redundant infrastructure. However, RAL is in liquidation and will not be able to comply with this obligation. In 2023, when RAL's administrators sought expressions of interest to acquire RAL's assets, none of the potentially interested bidders were willing to take on RAL's "make good" obligations. On 12 June 2023 Cabinet agreed that the obligation and liability to "make good" the ski fields would fall to the Crown (CAB-23-MIN-0240 refers). This position was confirmed by Cabinet on 2 October 2023 (CAB-23-MIN-0456 refers).

267. The draft concession makes the following provision for removal of redundant infrastructure:
a. There is one piece of infrastructure that is already redundant – the Nga Wai Heke lift. The Department has previously accepted responsibility to remove this lift (CAB-23-MIN-0456 refers).
b. PTL would be responsible for the removal of any new infrastructure installed by PTL, if required by the Grantor at the end of the term.
c. If any currently existing infrastructure becomes redundant in the course of PTL's concession term, PTL would be responsible for the removal of that infrastructure.
d. However, if there is any currently existing infrastructure that is still in use at the end of the concession term, PTL would not be responsible for its removal. If, at the end of PTL's concession term, the Grantor considered that any infrastructure (that is currently RAL's, and still functional at the end of PTL's term) should be

removed, that responsibility would fall to the Crown. This is consistent with Cabinet's agreement, noted above.

268. There are a number of policies in the TNPMP that refer to redundant infrastructure. The key point is that redundant infrastructure should be removed. Although in general it is expected that this will be done by the concessionaire who installed it, the TNPMP does not contemplate the possibility of a concessionaire in liquidation. In some places the TNPMP expressly contemplates that removal of disused structures might need to be done by the Department. The proposed arrangements regarding the removal of redundant infrastructure are generally consistent with the TNPMP.

14. Summary and Recommendations

269. The Decision Maker must consider the information in this report and determine whether to approve or decline the application from Pure Tūroa Limited and, if to approve, on what terms and conditions. Based on the information in the report, the following recommendations are made:

270. The Decision Maker must give effect to Treaty principles (the s 4 obligation); and comply with the relevant statutory obligations contained in Te Awa Tupua Act and the Ngāti Rangi Claims Settlement Act 2019 that applies. The Department has complied s 109(2) of the Ngāti Rangi Claims Settlement Act and s 15(2) Te Awa Tupua Act.

271. Section 4 of the Conservation Act requires that the Department (including the Decision-Maker) give effect to the principles of the Treaty of Waitangi. Treaty Partners consider the application process flawed due to the constrained timeframes of the application. The Department acknowledges that timeframes for engagement on this application have been more constrained than usual. However, these timeframes have resulted from the financial collapse of RAL and the need for a timely decision one way or the other so that PTL, the receivers, the Department, and other stakeholders know what the position is and can plan accordingly. The Department has undertaken extensive engagement with relevant Treaty Partners, including engagement before the application was lodged, and considers that it is well informed about their views on this application. Where possible, the Department has incorporated mitigation measures into the proposed concession. Exactly what the principles of the Treaty of Waitangi require in any given situation depends on the context; and in this context the Department considers that it has given effect to the principles of the Treaty of Waitangi. The Department considers the process undertaken has been reasonable in the particular circumstances of this application and has given effect to the relevant Treaty principles. In particular, the Department has sought to actively protect the interests of each Treaty Partner through the identified proposed mitigations to be included in the concession document

272. The Department recommends you consider the application complete and the information provided in the application form relevant for the purposes of considering the application (s17S) and that the applicant has the ability to carry out the activity (s17U(1)(d)). The assessment of effects concludes that the activity is for the continuation of an existing ski area and the effects will be similar to the existing activity. It is recommended you determine the information available is sufficient to determine the effects and there are reasonable methods to remedy, avoid or mitigate any adverse effects.

273. Section 17U(3) provides that you shall not grant an application if the activity is contrary to the provisions of the Conservation Act or the purpose for which the land is held. The land is a National Park, managed under section 4 of the NPA. In addition, the majority of the ski area is within an amenities area (section 15 of NPA). The Park is also within a UNESCO World Heritage site. This report concludes the land is not inconsistent with the purpose for which the land is held.

274. The Applicant has requested a lease over all buildings, a 1 metre curtilage and the base Plaza area. The Department recommends that you grant a lease over the buildings and ski field infrastructure, and in Area A of the base plaza area. The remainder of the base plaza area and curtilage areas are recommended to be granted as licences instead as they do not meet the requirements for exclusive possession in s17U(5) and s17U(6).

275. The relevant statutory planning documents are the General Policy for National Parks, Taupo/Tongariro Conservation Management Strategy 2002 and the Tongariro National Park Management Plan. A concession shall not be granted unless it is consistent with the relevant strategy or plan (s17W). The proposed activity is mostly consistent with these documents, the exception being the following. Using aircraft to film for promotional purposes is inconsistent with Policy 4.4.2.6 and this is recommended to be declined. Granting a lease over the base plaza area (areas B, C, and D) is inconsistent with policies 5.2.7 and 5.2.14 and a licence is recommended instead. contrary to Section 17U(6) of the Conservation Act. Accordingly, it is recommended that those activities not be approved.

276. Term recommendation: This report recommends that a lease/licence concession is granted for a term of 10 years on the terms and conditions described in the draft concession are imposed.

277. If the decision is granted, the existing concession granted to RAL will be surrendered simultaneously. The Applicant will complete the sale of the Turoa Ski Area and will operate the Turoa Ski Area for the 2024 winter season.

278. Although not recommended by the Department, an alternative option is to decline the application. If the decision is to decline the application, further considerations will need to be made by the Crown on the future of the Tūroa Ski Area and all infrastructure in place. It is also noted that some Treaty Partners may be interested in the opportunity in the future (Patutokotoko has indicated their interest) and declining this application may not make this a viable option in the future.

15. Table of Appendices

Appendix 1 – Maps of lease area, including licence boundary, amenities area

Appendix 2 – List of structures

Appendix 3 – Table of Treaty Partner engagement

Appendix 4 – Treaty Partner submissions and records of engagement

Appendix 5 – Thematic analysis of Treaty Partner feedback

Appendix 6 – Memo application ready to notify

Appendix 7 – Full assessment of effects

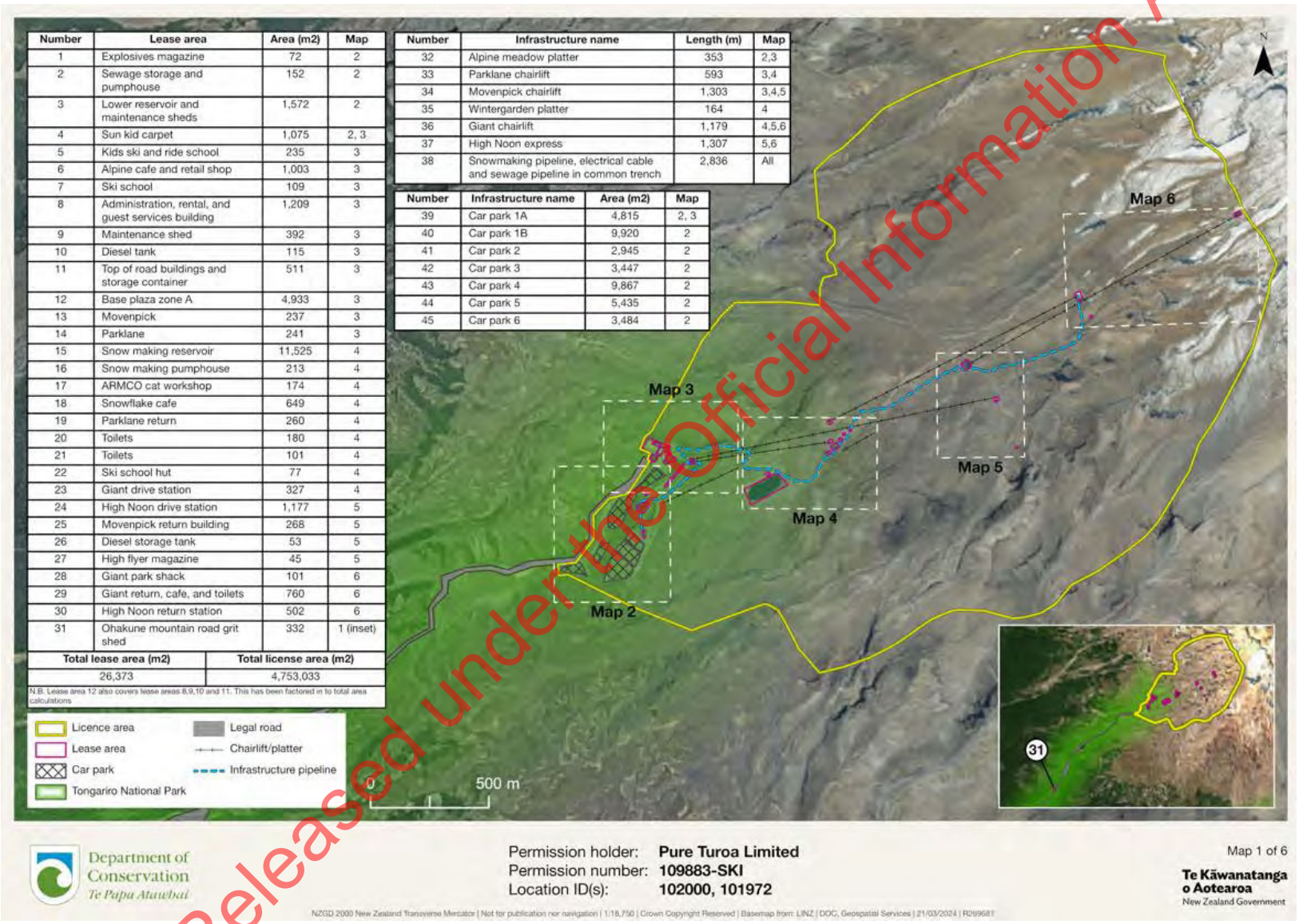
Appendix 8 - District office contributions to effects

Appendix 9 – Technical advice received – Ecological, Visitor, Heritage

Appendix 10 – Full analysis of Statutory Planning Documents

Appendix 1 – Relevant maps of area

Appendix 1.1 Map of Turoa ski area



Number	Lease area	Area (m2)	Map
1	Explosives magazine	72	2
2	Sewage storage and pumphouse	152	2
3	Lower reservoir and maintenance sheds	1,572	2
4	Sun kid carpet	1,075	2, 3
5	Kids ski and ride school	235	3
6	Alpine cafe and retail shop	1,003	3
7	Ski school	109	3
8	Administration, rental, and guest services building	1,209	3
9	Maintenance shed	392	3
10	Diesel tank	115	3
11	Top of road buildings and storage container	511	3
12	Base plaza zone A	4,933	3
13	Movenpick	237	3
14	Parklane	241	3
15	Snow making reservoir	11,525	4
16	Snow making pumphouse	213	4
17	ARMCO cat workshop	174	4
18	Snowflake cafe	649	4
19	Parklane return	260	4
20	Toilets	180	4
21	Toilets	101	4
22	Ski school hut	77	4
23	Giant drive station	327	4
24	High Noon drive station	1,177	5
25	Movenpick return building	268	5
26	Diesel storage tank	53	5
27	High flyer magazine	45	5
28	Giant park shack	101	6
29	Giant return, cafe, and toilets	760	6
30	High Noon return station	502	6
31	Ohakune mountain road grit shed	332	1 (inset)

Total lease area (m2)	Total license area (m2)
26,373	4,753,033

N.B. Lease area 12 also covers lease areas 8,9,10 and 11. This has been factored in to total area calculations

Number	Infrastructure name	Length (m)	Map
32	Alpine meadow platter	353	2,3
33	Parklane chairlift	593	3,4
34	Movenpick chairlift	1,303	3,4,5
35	Wintergarden platter	164	4
36	Giant chairlift	1,179	4,5,6
37	High Noon express	1,307	5,6
38	Snowmaking pipeline, electrical cable and sewage pipeline in common trench	2,836	All

Number	Infrastructure name	Area (m2)	Map
39	Car park 1A	4,815	2, 3
40	Car park 1B	9,920	2
41	Car park 2	2,945	2
42	Car park 3	3,447	2
43	Car park 4	9,867	2
44	Car park 5	5,435	2
45	Car park 6	3,484	2

Department of Conservation
Te Papa Atawbai

Permission holder: **Pure Turoa Limited**
Permission number: **109883-SKI**
Location ID(s): **102000, 101972**

Map 1 of 6

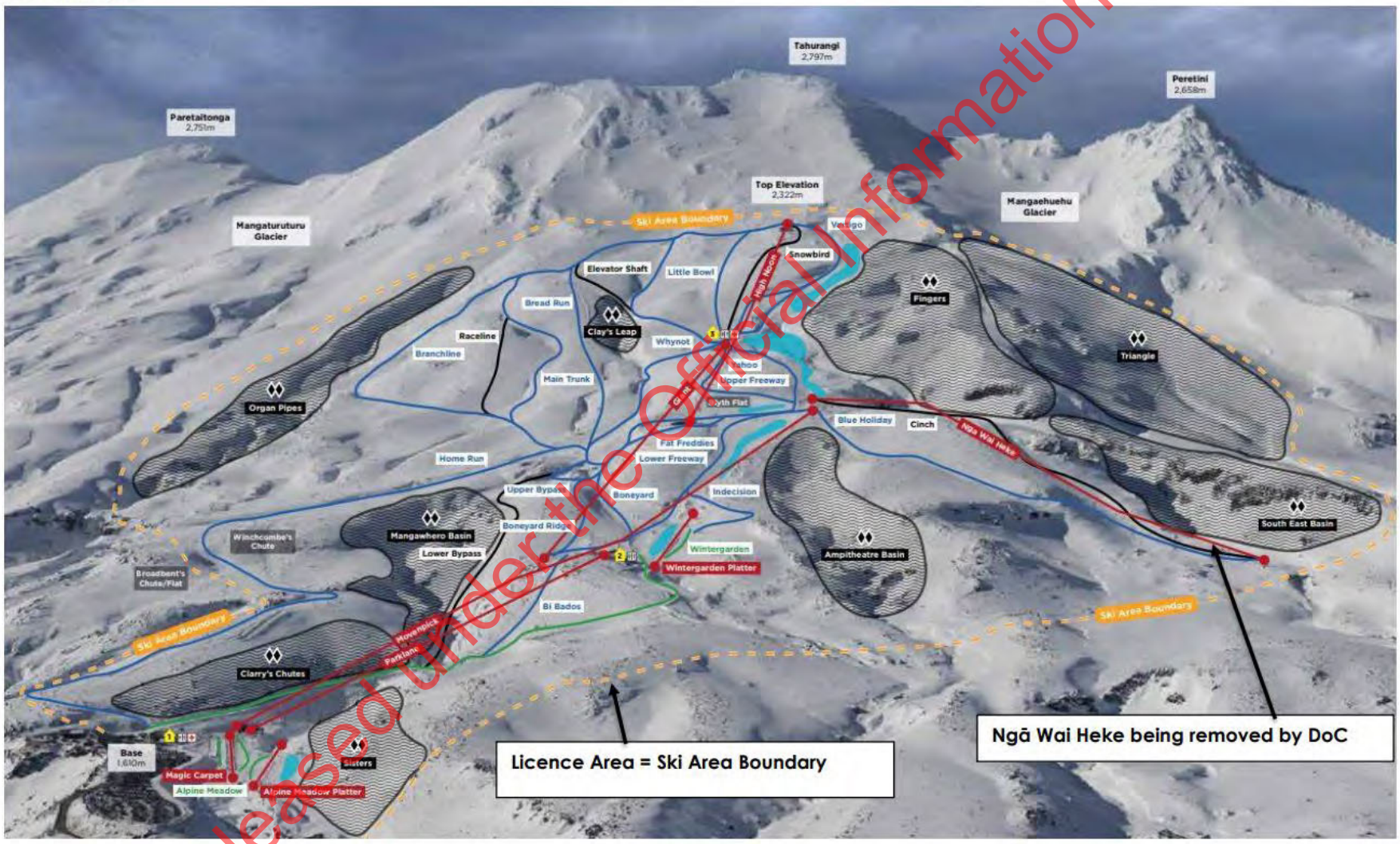
Te Kāwanatanga o Aotearoa
New Zealand Government

NZGD 2000 New Zealand Transverse Mercator | Not for publication nor navigation | 1:18,750 | Crown Copyright Reserved | Basemap from: LINZ | DOC, Geospatial Services | 21/03/2024 | R2t9681

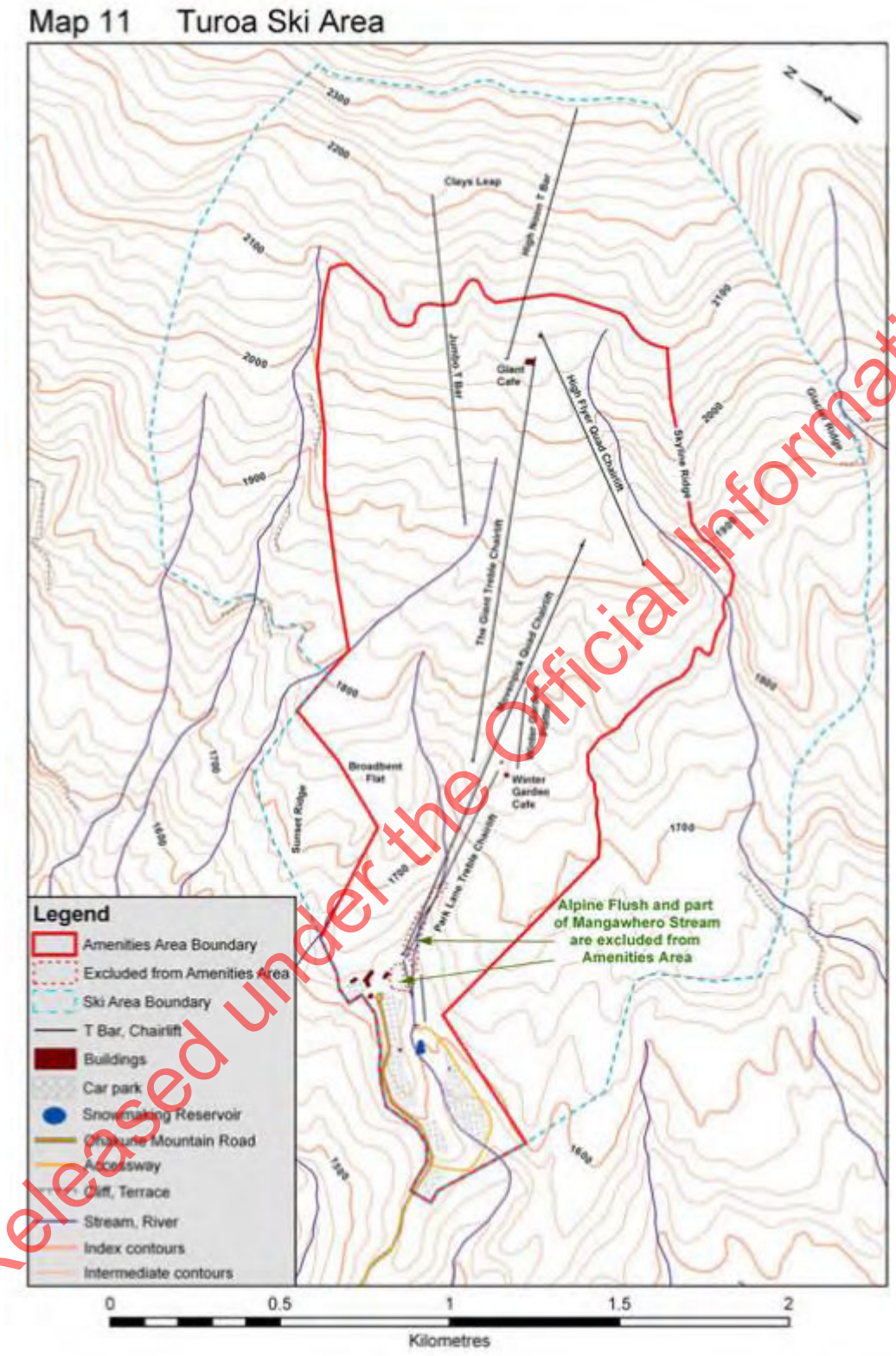
Appendix 1.2 Map of Base Plaza area showing zones and requested lease area

Appendix 1.3 – Turoa Trail map

Turoa Ski Field Plan



Appendix 1.4 – Map of Amenities boundary (Map 11 of TNPMP) note ski area infrastructure on this map is outdated.



Appendix 2 – List of structures

Schedule 4.1: Table of Lease Structures and Facilities				
Figure	Map	Infrastructure / Building Name	Actual Footprint (m^2)	Approx. Coordinates
1	2	Explosives magazine	20	E1817817 N5646033
2	2	Sewage storage and pumphouse	71	E1817817 N5646033
3	2	Lower reservoir and maintenance sheds	1212	E1817813 N5646161 and E1817822 N5646213
4	2, 3	Sun kid carpet	548	E1817907 N5646248
5	3	Kids ski and ride school	129	E1817909 N5646352
6	3	Alpine café and retail shop	753	E1817924 N5646366
7	3	Ski school	42	E1817924 N5646389
8	3	Administration, rental, and guest services building	904	E1817898N5646403
9	3	Maintenance shed	250	E1817875 N5646426
10	3	Diesel tank	43	E1817857 N5646435
11	3	Top of road buildings and storage container	352	E1817858 N5646370
12	3	Base Plaza zone A (contains structures 8, 9, 10, 11)	5268	E1817845 N5646417
13	3	Movenpick drive station	130	E1818018 N5646362
14	3	Parklane drive station	134	E1818016 N5646350
15	4	Snow making reservoir	10602	E1818325 N5646243
16	4	Snow making pumphouse	113	E1818332 N5646305
17	4	ARMCO cat workshop	87	E1818601 N5646392
18	4	Snowflake cafe	461	E1818619 N5646413
19	4	Parklane return	147	E1818603N5646436
20	4	Toilets	91	E1818647 N5646448

Schedule 4.1: Table of Lease Structures and Facilities				
Figure	Map	Infrastructure / Building Name	Actual Footprint (m^2)	Approx. Coordinates
21	4	Toilets	38	E1818662 N5646468
22	4	Ski school hut	25	E1818687 N5646485
23	4	Giant drive station	201	E1818599 N5646522
24	5	High Noon drive station	917	E1819181 N5646761
25	5	Movenpick return building	149	E1819301 N5646619
26	5	Diesel storage tank	10	E1819302 N5646609
27	5	High Flyer magazine	9	E1819391 N5646413
28	6	Giant park shack	38	E1819705 N5646966
29	6	Giant return, café, and toilets	555	E1819651 N5647054
30	6	High Noon return station	336	E1820324 N5647395
31	1	Ohakune mountain road grit shed	205	E1815173 N5643815
Total lease area:			22,291m^2	

Schedule 4.2: Table of other infrastructure				
Figure #	Map	Infrastructure / Building Name	Actual Footprint (m^2)	Approx. Coordinates
32	2, 3	Alpine Meadow Platter	353m	E1817897 N5646178 to E1818217 N5646328
33	3, 4	Parklane Chairlift	593m	E1818016 N5646350 to E1818603 N5646436
34	3, 4, 5	Movenpick Chairlift	1303m	E1818018 N5646362 to E1819301 N5646619
35	4	Wintergarden Platter	164m	E1818793 N5646476 to E1818650 to N5646396
36	4, 5, 6	Giant Chairlift	1179m	E1818599 N5646522 to E1819651 N5647054
37	5, 6	High Noon Express	1307m	E1819181 N5646761 to E1820324 N5647395
38	All	Snowmaking Pipeline, Electrical cable and sewage pipeline in common trench	2836m	E1817817 N5646033 to E1819651 N5647054
39	2, 3	Carpark 1A	4815m	E1817878 N5646310
40	2	Carpark 1B	9920m	E1817728 N5646161
41	2	Carpark 2	2945m	E1817632 N5645962
42	2	Carpark 3	4447m	E1817520 N5645902
43	2	Carpark 4	9867m	E1817703 N5645905
44	2	Carpark 5	5435m	E1817738 N5645971
45	2	Carpark 6	3484m	E1817780 N5646018

Appendix 3 – Table of engagement with Treaty Partners

Representative	Date	Type of engagement	Subject	DOC Reference
Ngā Waihua or Paerangi Trust (Ngāti Rangi)				
Sec 9(2)(a), Chair	25 May 2023	Letter from the Department	Letter re Proposed concession transfer	7352614
Sec 9(2)(a) Pou Arahi/CE	2 June 2023	Letter from Ngāti Rangi	Provides initial views and seeks further information	
Sec 9(2)(a) Pou Arahi/CE	9 June 2023	Letter from the Department	Provides further information requested	7364735
Whetu Moataane Chair Sec 9(2)(a) Pou Arahi/CE	June 2023	Hui with DOC, Te Arawhiti, MBIE	Discussion about RAL's concessions, before watershed meeting Followed by letters by Ministers	
Sec 9(2)(a) Pou Arahi/CE	9 November 2023	Meeting with CNI Director	Discussion about RAL	-
Sec 9(2)(a) Pou Arahi/CE	17 November 2023	Letter from the Department	Pure Tūroa intend to submit a concession application	7504177
Sec 9(2)(a) Pou Arahi/CE	30 November 2023	Letter to Ngāti Rangi	Sharing Pure Tūroa's concession application	7514950
Sec 9(2)(a) Pou Arahi/CE	9 February 2024	Submission	Submission on concession application	7564561
Sec 9(2)(a) Pou Arahi/CE Sec 9(2)(a)	23 February	Hearing	Presentation of submission at hearing	
Sec 9(2)(a) Pou Arahi/CE Sec 9(2)(a) Pou Whirinaki/Manager Sec 9(2)(a)	27 February 2024	Meeting	Pure Tūroa Ltd Submission	-
Sec 9(2)(a) Pou Arahi/CE Sec 9(2)(a) Pou Whirinaki/Manager	28 February 2024	Memo confirming meeting discussion	Pure Tūroa Ltd Concession Application -Ngāti Rangi Conditions	7596625
Sec 9(2)(a) Pou Arahi/CE	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Sec 9(2)(a) Pou Arahi/CE	25 March 2024	Email response to 22 March 2024 letter	Pure Tūroa Ltd – Draft Concession document for review – response not to engage	TBC
Ngāti Hāua Iwi Trust				
Sec 9(2)(a) - Chair	25 May 2023	Letter from the Department	Letter re Proposed concession transfer	7352659
Sec 9(2)(a) and representatives	June 2023	Hui with DOC, Te Arawhiti, MBIE	Discussion about RAL's concessions, both before and after watershed meeting Followed by letters by Ministers	
Sec 9(2)(a) Chair	22 November 2023	Letter from the Department	Concession application to operate Tūroa Skifield	7507802
Sec 9(2)(a) Chair	30 November 2023	Letter to Ngāti Hāua	Potential for Whakapapa Holdings to submit a concession application	7514706

Representatives	23 November 2023	Meeting	RAL catch up	-
Sec 9(2)(a) - Chair Sec 9(2)(a) - Pou Arahi	11 January 2024	Letter from the Department	Pure Tūroa Concession application	7530949
Sec 9(2)(a) – Pou Arahi 9(2)(a) - Chair	9 February 2024	Submission	Interim submission	7565754
Representatives	21 February 2024	Meeting	Pure Tūroa Ltd Submission	-
Sec 9(2)(a), Kaimanaaki Taiao	25 February 2024	Submission	Supplementary submission	7589955
Representatives	26 February 2024	Hearing	Presentation of submissions at hearing	
Sec 9(2)(a), Kaimanaaki Taiao	5 March 2024	Meeting	Pure Tūroa - Concern vs Mitigation	-
Sec 9(2)(a), Kaimanaaki Taiao	12 March 2024	Memo confirming meetings	RE: Confidential and Without Prejudice - Memo following 5 March 2024 Meeting	7596622
Sec 9(2)(a) Kaimanaaki Taiao	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Sec 9(2)(a) Kaimanaaki Taiao	25 March 2024	Email response to 22 March 2024 letter	Pure Tūroa Ltd – Draft Concession document for review – response	TBC
Te Korowai o Wainuārua (Ngā Hapū o Uenuku)				
Sec 9(2)(a) - Chair	25 May 2023	Letter from the Department	Letter re Proposed concession transfer	7352661
Sec 9(2)(a) and representatives	June 2023	Hui with DOC, MBIE, Te Arawhiti	Discussion about RAL's concessions, both before and after watershed meeting Followed by letters by Ministers	
Representatives	26 October 2023	Meeting	RAL catch up	
Sec 9(2)(a) - Chair	21 November 2023	Letter from the Department	Concession application to operate Tūroa Skifield	7507740
Sec 9(2)(a) Chair	30 November 2023	Letter from the Department	Potential for Whakapapa Holdings to submit a concession application	7514626
Sec 9(2)(a) - Chair	5 February 2024	Submission	Submission on concession application	7560922
Representatives	13 February 2024	Meeting	Pure Tūroa & redundant infrastructure	-
Sec 9(2)(a) Chair	23 February 2024	Hearing	Presentation of submissions at hearing	
Sec 9(2)(a) - Chair	1 March 2024	Meeting	Pure Tūroa Ltd – Concern v Mitigation	-
Sec 9(2)(a) - Chair	12 March 2024	Memo	PTL concession application - Uenuku concerns	7596624
Sec 9(2)(a) - Chair	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC

Sec 9(2)(a) - Chair	27 March 2024	Email from Uenuku	Support for draft concession	TBC
Te Patutokotoko				
Sec 9(2)(a) and representatives	June 2023	Hui with DOC, MBIE, Te Arawhiti	Discussion about RAL's concessions, both before and after watershed meeting Followed by letters by Ministers	
Sec 9(2)(a)	9 February 2024	Submission	Submission on concession application	7565738
Representatives	23 February 2024	Hearing	Presentation of submissions at hearing	
Sec 9(2)(a)	23 March	Email from the Department	PTL Application – follow up hui	7605508
Sec 9(2)(a)	18 March 2024	Email to the Department	Protection of the Turoa name	7605551
Sec 9(2)(a)	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Sec 9(2)(a)	27 March 2024	Email response to 22 March 2024 letter	Pure Tūroa Ltd – Draft Concession document for review – response	TBC
Legal representative for Patutokotoko	27 March 2024	Email from lawyer	Setting out concern about process	TBC
Sec 9(2)(a)	28 March	Multiple emails from 9(2)(a)	Emails about Tūroa name	TBC
Ngā Tāngata Tiaki o Whanganui				
Sec 9(2)(a) Kaihutu/CE	22 November 2023	Letter from the Department	Concession application to operate Tūroa Skifield	7507793
Sec 9(2)(a) Pou Ārahi/Chair	28 February 2024	Letter from the Department	Pure Tūroa Ltd Concession Application	7581148
Ngā Tāngata Tiaki o Whanganui	4 March 2024	Text from Ngā Tāngata Tiaki o Whanganui	Advising won't meet; support iwi and hapū at place	
Sec 9(2)(a) Pou Ārahi/Chair	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Te Kotahitanga o Ngāti Tūwharetoa				
Sec 9(2)(a) - Chair	25 May 2023	Letter from the Department	Letter re Proposed concession transfer	7352603
Sec 9(2)(a) and representatives	June 2023	Hui with DOC, Te Arawhiti, MBIE	Discussion about RAL's concessions, both before and after watershed meeting Followed by letters by Ministers	
Representatives	24 October 2023	Meeting	RAL catch up	-
Sec 9(2)(a) - Chair	22 November 2023	Letter from the Department	Concession application to operate Tūroa Skifield	7507855
Sec 9(2)(a) Chair	30 November 2023	Letter	Potential for Whakapapa Holdings to submit a concession application	7507802

Sec 9(2)(a) - Chair	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Sec 9(2)(a) - Chair	26 March 2024	Email response to 22 March 2024 letter	Pure Tūroa Ltd – Draft Concession document for review – response not to engage	TBC
Ngāti Tūwharetoa				
Sec 9(2)(a)	22 November 2023	Letter from the Department	Concession application to operate Tūroa Skifield	7507819
Sec 9(2)(a)	18 December 2024	Email from the Department	Email re Pure Tūroa Concession application.	7592292
Sec 9(2)(a)	21 February 2024	Letter from Treaty Partner	Declining engagement re Pure Tūroa Concession Application.	7592268
Sec 9(2)(a)	22 March 2024	Email from the Department	Pure Tūroa Ltd – Draft Concession document for review	TBC
Te Rūnganui o Ngāti Hikairo ki Tongariro				
Huria Chambers Chair	23 June 2023	Letter	Concession for Tūroa and Whakapapa	7379178

Note: This list does not include details of engagement prior to May 2023. Informal engagement is not included.

Appendix 4 – Treaty Partner submissions and records of engagement

Interim Submission Ngati Haua -

Ngāti Hāua Iwi Trust

9 February 2024

Department of Conservation
C/ Damian Coutts and Karen Rainbow

By email only:

Tēnā koutou

Interim Submission on Pure Tūroa Concession Application 109883-SKI

1. This Interim Submission is filed by the Ngāti Hāua Iwi Trust (**NHIT**) in relation to the Concession Application by Pure Tūroa (**Applicant**) dated 8 December 2023.

2. NHIT was established in 2001, to advance and advocate for the interests of Ngāti Hāua iwi, hapū and whānau within our customary rohe. Since its inception, NHIT has represented Ngāti Hāua whānau, hapū and iwi in Waitangi Tribunal processes, Treaty settlement negotiations, Local Council matters including as an iwi authority for Resource Management Act 1991 purposes, conservation matters and with respect to Ngāti Hāua interests in the Whanganui River. Ngāti Hāua have 26 affiliated hapū within our rohe, which includes Ruapehu (**see map attached**):[1]

Ngāti Hāua	Ngāti Whati	Ngāti Tama-o-Ngāti Hāua	Ngai Turi
Ngāti Hauaroa	Ngāti Onga		Ngāti Hinetakuao
Ngāti Reremai	Ngāti Te Awhitu	Ngāti Ruru	Ngāti Pareuira*
Ngāti Tū	Ngāti Wera	Ngāti Hira	Ngāti Pikikotuku
Ngāti Hekeāwai	Ngāti Hinewai*	Ngāti Rangitauwhata	Ngāti Tamakaitoa*
Ngāti Keu*	Ngāti Poutama*	Ngāti Te Huaki	Ngāti Pareteho*
Ngāti Kura*	Ngāti Rangitengaue	Ngāti Whakairi	

3. In 2016, NHIT received a formal mandate to negotiate and settle our Treaty claims/grievances with the Crown. These negotiations are ongoing with an Agreement in Principle signed with the Crown in October 2022.

Interim Submission

4. NHIT have only recently met with both the Applicant and the Department of Conservation (**DOC**) regarding the Concession Application. Those discussions are in their initial stages and remain ongoing in an attempt to address the concerns that NHIT have with the DOC process and discuss issues relating to the Concession Application.

5. Recent engagement with the Applicant has been positive and constructive. However, they are still in progress and unresolved, and it is therefore vital that NHIT provide an interim overview of the concerns and issues we have, and formally confirm the good faith undertaking provided by DOC that an updated position/submission on the Concession Application may be provided by NHIT after the close of the general public submission period of 9 February 2024.[2] We agree this is entirely appropriate and in keeping with our obligations and connections to Te Kāhui Maunga.

6. As it stands, NHIT have not been consulted with as part of the development of the Concession Application and only met with the Applicant after the Concession Application was publicly notified. The reason for that remains unclear to NHIT. That said, there are concerns with the way DOC and the Applicant have failed to engage with us prior to the Concession Application being lodged.

7. This gives rise to clear issues, particularly in light of the overarching statutory obligations owed by DOC within this process, under both the Conservation Act 1987 and the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, among others. In particular:

   (a) Our tikanga and kawa, and the rights and responsibilities inherent within, have been omitted from this process. These are serious and substantive failings.

   (b) Ngāti Hāua were not part of the process relating to the preparation of the Concession Application. Subsequently, the Concession Application is deficient in terms of Ngāti Hāua interests and input (as protected by Te Tiriti o Waitangi and its principles) and the relationship and engagement established by Tupua te Kawa.[3]

   (c) There are concerns with the advice and possible guidance provided to the Applicant on who they should be engaging with as part of the development of the Concession Application.

   (d) From Ngāti Hāua's perspective, the DOC process and assessment of the Concession Application that informed and confirmed whether it could go to public notification has given rise to further concerns and deficiencies. On this, we have concerns that DOC have not complied with their

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[2] Email from the Department of Conservation dated 7 February 2024 confirming extension and provision of flexibility to update and/or provide further submissions or a confirmed position.

[3] See Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, ss 13 and 15.

obligations under sections 17S, 17SA, 17SB, 17SC, 17U or the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

8. There are therefore serious matters that require further discussion and resolution. That is best done kanohi ki te kanohi with the Applicant and DOC, and this is ongoing (with further hui scheduled).[4] Therefore, we reiterate that this is an interim submission only and in line with paragraph 5 above, we reserve the right to update this submission and the position outlined above in due course, including reserving our rights in relation to all courses of action.

Dated: 9 February 2024

Sec 9(2)(a)

9(2)(a)

Chairperson / Pou Arahi

Email: Sec 9(2)(a)

I MUA I TE PAE O TE PAPA ATAWHAI
KI TE ROHE O TE KĀHUI MAUNGA

BEFORE THE DEPARTMENT OF CONSERVATION
TONGARIRO NATIONAL PARK

UNDER	The Conservation Act 1987
IN THE MATTER	An Application for a Concession, lease and license by Pure Tūroa Limited to operate a ski field and associated activities and works on Mount Ruapehu within the Tongariro National Park

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SUPPLEMENTARY SUBMISSIONS BY THE NGĀTI HĀUA IWI TRUST

REGARDING THE CONCESSION APPLICATION (109883-SKI) BY PURE TŪROA LIMITED

Dated 25 February 2024

Chair and Vice-Chair of the Ngāti Hāua Iwi Trust
9(2)(a)
Sec 9(2)(a)

Environmental Manager for the Ngāti Hāua Iwi Trust
9(2)(a)
Sec 9(2)(a)

Ngāti Hāua Iwi Trust

"Puhaina Tongariro! E rere nei Awanui,

Ko Te Wainuinu tēnā, na Ruatupua i mua e"

Tongariro erupts! The great river flows,

Tis the thirst quenching waters, belonging to Ruatupua of ancient times.

Introduction and Executive Summary

1. These supplementary submissions are filed by the Ngāti Hāua Iwi Trust (**Trust**) in relation to the Application for a concession, lease and license (109883-SKI) (**Application**) by Pure Tūroa Limited (**Applicant**). This submission is filed in addition to the interim submissions filed on 9 February 2024 and expand on the issues/concerns the Trust has with the process conducted regarding the Application.

2. Having now met with the Department of Conservation (**DoC**), the Trust's current position is that there are serious procedural improprieties and consequent deficiencies with the Application that mean the Application fails to properly consider, apply and comply with the Conservation Act 1987 (**Conservation Act**) and the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (**Te Awa Tupua Act**).

3. Therefore, the Trust considers that these failures provide sufficient grounds to decline the Application, for want of compliance. We further say that any grant of the Application would be inconsistent with the above-mentioned legislative frameworks.

4. We suggest the Application be returned/declined and proper process conducted by DoC and the Applicant to ensure proper consideration and compliance with the above but more importantly our kawa and tikanga.

Ko Wai Mātou / Ngāti Hāua

Ko Ruapehu te maunga
Ko Whanganui te awa
E rere kau mai te awanui
Mai te Kāhui Maunga ki Tangaroa
Ko te Awa ko au, ko au te Awa

5. Ngā hapū o Ngāti Hāua all share common whakapapa descent from ngā Tūpuna – Paerangi, Ruatupua and Hāua. Ngāti Hāua have 26 affiliated hapū within our area of interest (**see indicative map attached**):[1]

Ngāti Hāua	Ngāti Whati	Ngāti Tama-o-Ngāti Hāua	Ngai Turi
Ngāti Hauaroa	Ngāti Onga	Ngāti Ruru	Ngāti Hinetakuao
Ngāti Reremai	Ngāti Te Awhitu	Ngāti Hira	Ngāti Pareuira*
Ngāti Tū	Ngāti Wera	Ngāti Rangitauwhata	Ngāti Pikikotuku
Ngāti Hekeāwai*	Ngāti Hinewai*	Ngāti Te Huaki	Ngāti Tamakaitoa*
Ngāti Keu*	Ngāti Poutama*	Ngāti Whakairi	Ngāti Pareteho*
Ngāti Kura*	Ngāti Rangitengaue		

[1] We acknowledge hapū that have shared interests with other iwi as marked with an asterisk.

6. It is important to note that our whakapapa from Paerangi and Ruatupua is the rootstock for Ngāti Hāua connections within our rohe, particularly regarding Te Kāhui Maunga. Since their time (pre migration), the cascading whakapapa down to our people today, has maintained that whakapapa connection and kept alive our ahi kā. This is strengthened by the indivisible and inalienable relationship that we have with the Whanganui River, whose head waters begin on Te Kāhui Maunga.

The Trust

7. The Trust was established in 2001, to advance and advocate for the interests of Ngāti Hāua whānau, hapū and iwi within our customary rohe. Since its inception, the Trust has represented Ngāti Hāua in Waitangi Tribunal processes, Treaty settlement negotiations, Local Council matters including as an iwi authority for Resource Management Act 1991 (**RMA**) purposes, and with respect to Ngāti Hāua interests in Te Kāhui Maunga and the Whanganui River. This includes engaging in Conservation Act processes, where our rights, interests and responsibilities are engaged.[2] When they are, we are guided by our Pou Tikanga:

(a) **Ngāti Hāuatanga:** To ensure the survival of the Ngāti Hāua iwi identity.

(b) **Riri Kore**: To ensure the continuity of Ngāti Hāua kawa and tikanga.

(c) **Rongo Niu**: To hold the Crown to account.

(d) **Rangitengaue**: Ngāti Hāua self-determination. Ngāti Hāua solutions for Ngāti Hāua people.

(e) **Kokako**: Uphold our inherent right of kaitiakitanga.

(f) **Tapaka**: Te Ara Whanaunga - Maintain the integrity of our relationship with others.

(g) **Tamahina**: Make decisions based on ancestral precedent (kawa and tikanga) and values (Kaupapa).

Context and Background

Te Kāhui Maunga

8. Setting the right context requires the panel to understand that Ngāti Hāua view the entire Maunga as a whole and not as divided land parcels or areas of interest on which individual interests, like that of a concession holder, are refined to. This is an important conceptual and practical approach to the Maunga because of its status as our tupua and/or tupuna Maunga and not just as a volcano within a national park.

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[2] In 2016, NHIT received a formal mandate to negotiate and settle our treaty claims/grievances with the Crown. These negotiations are ongoing with an Agreement in Principle "*Te Whiringa Muka*" signed on 22 October 2022.

National Park status

9. Te Kāhui Maunga falls within the Tongariro National Park boundaries and is a national park under the National Parks Act 1980. It is New Zealand's oldest national park, recognised for its important cultural and spiritual associations as well as its outstanding volcanic features and priceless natural, historic and cultural heritage which is to be protected for future generations.[3]

World Heritage UNESCO status

10. The Tongariro National Park is also a United Nations Educational, Scientific and Cultural Organization World Heritage site (**UNESCO**), with dual world heritage status. First inscribed in 1990 for its natural values, it later (in 1993) also met the revised cultural values criteria for its cultural significance for Māori associated with the area and the spiritual links between this community and its environment.

11. Like the National Parks Act 1980 and the Conservation Act, UNESCO status provides a layer of protection for Te Kāhui Maunga at an international level.[4]

Existence and Knowledge of Ngāti Hāua Interests

12. The central context to these submissions is the whakapapa connection that Ngāti Hāua has to Te Kāhui Maunga which includes Mount Ruapehu. The existence of that whakapapa, and knowledge of the same is common and public information and includes various acknowledgements by third parties, including DoC, of our interests.

13. That said, and for completeness we have **attached** the 2013 Waitangi Tribunal Te Kāhui Maunga National Park District Inquiry Report Wai 1130 which sets out in expansive detail, evidence and findings regarding our interests and whakapapa connections to the Maunga. Importantly, Ngāti Hāua was extensively engaged in those proceedings, with various kaumatua, tohunga and members of our iwi participating and giving evidence. Of particular note, is the consistent evidence that Te Kāhui Maunga is central to our iwi identity.[5]

14. We also provide the above report on the basis that this hearing process was notified to us late on Tuesday 20 February 2024, limiting our ability to properly prepare a more detailed brief of evidence. Nevertheless, the kōrero provided in that process, of which is outlined in the Tribunal Report, is still tika. We would only add that, there is now a formal acknowledgment by the Crown of our relationship and interests in Te Kāhui Maunga as outlined in our Agreement in Principle *"Te Whiringa Muka"* dated 22 October 2022.

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3 National Parks Act 1980, s 4; and also see information retrieved from < https://www.doc.govt.nz/about-us/our-role/managing-conservation/categories-of-conservation-land/>

4 See the World Heritage Convention 1972.

5 Waitangi Tribunal, Te Kahui Maunga the National Park District Inquiry Report (Wai 1130) 2013.

Engagement with DoC on Whakapapa and Tūroa Ski Fields

15. The Trust have concerns with the way engagement continues to be problematic with respect to Te Kāhui Maunga. We refer to the original operations on the Maunga in the earlier 1950's, and the additional operations for related purposes in the 1970's through to today.[6] In each of the processes that lead to those operations occurring or the grant of related approvals/concessions, Ngāti Hāua were excluded and/or never consulted. This remains a significant grievance for our people and in our view has resulted in many of the issues with the operations on the Maunga and the relationship with DoC that we have experienced.

16. In 2022, the Trust was involved at a high level in direct discussion with DoC, other Crown agencies and the existing ski field operators about the future of ski field operations on Mount Ruapehu. Not only was that engagement demanding on our time and resources, but it also flowed over into wider discussions regarding the settlement negotiations for Te Kāhui Maunga. Rather than getting into the nature and content of this engagement (noting it evolved haphazardly and rapidly over the course of 2023) we make the point that we remained part of discussions with various Crown agencies regarding the Maunga (whether intentionally excluded or not).

17. When we were informed by letter dated 22 November 2023 from DoC (**attached**) that the Applicants intended to apply for a concession to operate a ski field, we informed DoC of our intention to be involved and responded to their letter on 18 December 2023 (**attached**) outlining many of the concerns we now raise in this forum.

18. One of the matters that we consider relevant is that contained within the DoC letter of 22 November 2023 is a request for what engagement might or should look like in this process and that there was an intention to look into that in good faith and consistently with section 4 of the Conservation Act. Not only did the Trust outline their expectations from both DoC and any potential operator on the Maunga at a hui with DoC on 23 November 2023, but we also set out in our December 2023 response a recommended course of action that would best align with the requirements of section 4 and those in the Te Awa Tupua Act.

19. Against that backdrop, we were surprised to see the Application publicly notified, more so given the significant deficiencies in information concerning our position. That surprise turned to frustration when we requested and subsequently reviewed the recommendation to publicly notify the application prepared by DoC (**attached**).

20. Over the course of mid-January 2024 through to early February 2024, the Trust undertook internal processes to reach a position on next steps. This resulted in the Trust filing our interim submission on 9 February 2024. On 20 February 2024, we were then made aware that a hearing had been set down for 22-23 and 26-27 February 2024. Not only was this notice late, but it reinforced the complete disregard for our interests on the Maunga and the concerns we had expressed to date.

[6] We note that there have been different operators on the Maunga and that RAL took on the concession and operations in 2000.

Engagement with the Applicant

21. The Trust met with the Applicants on 21 December 2023. Given that meeting was confidential and without prejudice, we would direct the Panel to seek information from DoC and the Applicant as to why we had not been engaged earlier in this process.

22. We will say that, it is difficult to comprehend any lack of knowledge of our interests on the Maunga given much of the activity we have participated in related to the same (as outlined earlier).

The process to publicly notify the Application and its failings

23. The flawed approach to determining that the Application should be publicly notified is relevant context to why we say there are grounds for declining the Application at this stage on the basis of inconsistency with the relevant statutory obligations.[7]

24. We refer to the Recommendation to Publicly Notify the Concession Application: *Pure Tūroa Limited 109883-SKI* Report prepared by DoC (**PN Report**), in which DoC have set out the relevant statutory provisions for determining whether public notification can proceed. The PN Report states that DoC had assessed the Application as including all required information under section 17S Conservation Act and was ready for public notification. It went on to state that no issues arise about whether the application lacks required information (s 17SA); or is obviously inconsistent with the Conservation Act (s 17SB).

25. The PN Report provides a recommendation to publicly notify the Application that is contrary to the Conservation Act, specifically for the evaluative exercise for public notification purposes, for the following reasons:

    (a) The Application MUST include a description of the potential effects of the proposed activity and any actions proposed to avoid, remedy or mitigate adverse effects.[8] DoC are fully aware of Ngāti Hāua's interests , and have previously been involved in engagement with Ngāti Hāua regarding the Maunga. They are also aware of the interests Ngāti Hāua have regarding Te Awa Tupua, and as a member of Te Kōpuka,[9] are aware of the Te Awa Tupua Act and the directed relational approach required through that. An application must engage with and consider potential effects on Te Awa Tupua and Ngāti Hāua. As is plain from the Application there is no mention of Ngāti Hāua and/or an assessment of effects, despite the context noted here. This would amount to a deficiency in the Application, contravening section 17S(c)(i)-(ii) Conservation Act.

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7 We note that is rightfully a judicial review question or one that can be complained about to the Ombudsman, both of which the Trust is considering pursuing.

8 Conservation Act 1987, s 17S(c)(i)-(ii).

9 Te Kōpuka is a strategy group for Te Awa Tupua under the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, ss 29-34.

(b) When applying for a lease or a license granting an interest in land, there must be sufficient information to satisfy DoC that, in terms of section 17U Conservation Act, it is both lawful and appropriate to do so. The relevant parts of section 17U provides that:

(i) Regard must be given to potential effects as outlined above. This may also include whether an environmental impact assessment is completed and that its contents appropriately address all aspects of the environment engaged by the Application including the cultural environment;

(ii) The Application must be consistent with the Conservation Act or the purposes for which the land concerned is held (being a national park); and

(iii) The Application is appropriate in the circumstances for the particular application having regard to section 17U as a whole.

It is unhelpful that the PN Report does not address how the matters in section 17S Conservation Act had been met in terms of sufficiency of information. Although the public notification evaluation is not a full assessment of the Application, it does set out clearly the mininum requirements which need to be metin terms of the required information. When coupled with DoC's knowledge of the interests and position of Ngāti Hāua, it is unclear how DoC did not return the application under section 17SA Conservation Act. The lack of information to even raise matters related to Ngāti Hāua is clearly not compliant in terms of section 4 Conservation Act and the Te Awa Tupua Act.

26. As outlined above, DoC had a clear discretion to return the Application for the following reasons:

(a) the Application lacked information about Ngāti Hāua interests and positions;

(b) given the lack of information, there is an inability to properly consider the potential effects of the Application including any proposed measures to avoid, remedy or mitigate those effects; and

(c) the lack of information meant DoC did not have the ability to properly discharge its section 4 Conservation Act and Te Awa Tupua Act obligations.

27. Notably, the Trust highlighted these issues directly to DoC prior to the public notice being issued.

The question to address

28. With that context in mind, the question that any decision maker will need to consider is –whether the context outlined above and the deficiency in information (and the numerous indications of the same) are such that any decision to grant the Application in these circumstances would be inconsistent with the Conservation Act, particularly section 4, and the Te Awa Tupua Act.

29. We start by saying that the onus to address that deficiency or provide that information does not fall to us to remedy. Hearing processes or even that of submission processes are no means for remedying such deficiencies.

30. We also note that, in light of the above, we are not in a position to take a position on the substance of the Application and the related proposed activities. Although similar concerns to others are held regarding environmental issues, term and review conditions, we are unable to address those in lieu of proper process, engagement and the necessary information, and will not engage in doing so where the statutory framework has clear grounds to decline in such a situation. Opposition or support for the project is only one way to assess the Application. Even where matters are raised in submissions and those are either responded to said to be addressed, the decision-maker must still be satisfied that the exercise of their discretion is sound in the circumstances, particularly taking into account the nature of DoC and conservation land that is a national park.

31. We accordingly set out our position regarding:

    (a) the importance of section 4 of the Conservation Act and Te Awa Tupua Act, including how they sit across this entire process and the decision-making powers yet to be exercised; and

    (b) how, when applied against the context and lack of information in the Application, provide grounds and rationale to decline the Application.

Te Awa Tupua Act

32. We understand that the applicability of Te Awa Tupua is an uncontentious point and that all parties accept the Te Awa Tupua Act is engaged in this process.[10]

33. Enacted in 2017, the Te Awa Tupua Act establishes a new legal framework that provides for the agreements in the Deed of Settlement Ruruku Whakatupua signed in August 2014.

34. Te Awa Tupua Act sets out a number of go towards addressing breaches of Te Tiriti o Waitangi by the Crown. Importantly, it establishes a new framework that includes a set of innate values called Tupua te Kawa that guide all decision making in respect of the Whanganui River. These are legal requirements are triggered by the Act. This aspect is also interconnected with and central to compliance with section 4 of the Conservation Act.

35. Because Te Awa Tupua is engaged by this Application, it was always expected that it would be given distinct recognition and provision so that breaches of Te Tiriti did not occur again. That is key, because in this process DoC (as a Crown Department) have responsibilities under the Treaty.

36. When it comes to DoC exercising its Conservation Act powers/duties/functions, they are directed by section 10 of the Legislation Act 2019 in the following terms:

[10] Also see letter from Ngā Tangata Tiaki o Whanganui Trust to DoC dated 22 February 2024.

10 How to ascertain meaning of legislation

(1) The meaning of legislation must be ascertained from its text and in the light of its purpose and its context.

(2) Subsection (1) applies whether or not the legislation's purpose is stated in the legislation.

(3) The text of legislation includes the indications provided in the legislation.

(4) Examples of those indications are preambles, a table of contents, headings, diagrams, graphics, examples and explanatory material, and the organisation and format of the legislation.

37. This also applies to the exercise of understanding how the provisions of the Te Awa Tupua Act might apply. The importance of understanding the Te Awa Tupua Act is essential and unavoidable. The nature of the Te Awa Tupua Act is also central to our discussion on the applicable provisions below.

How the Te Awa Tupua Act is engaged

38. Section 15(1)(a)(i) and (ii) Te Awa Tupua Act are thresholds for establishing whether Te Awa Tupua applies. Those sections state that:[11]

> (1) This section applies to persons exercising or performing a function, power, or duty under an Act referred to in Schedule 2—
>
> (a) if the exercise or performance of that function, power, or duty relates to—
>
> (i) the Whanganui River; or
>
> (ii) an activity within the Whanganui River catchment that affects the Whanganui River; and
>
> (b) if, and to the extent that, the Te Awa Tupua status or Tupua te Kawa relates to that function, duty, or power.

39. Firstly, the Application proposes activities that relate to the Whanganui River Catchment, including the Mangaturuturu River.[12] We understand this to be accepted for the purposes of section 15(1)(a)(ii). We would only add that the catchment area in our view is all encompassing of surface and ground water..[13]

40. Second, an appreciation of the meaning of the Whanganui River is critical to understanding whether or how an activity proposed in any application "relates" to the Whanganui River for the purposes of section 15(1)(a)(i) Te Awa Tupua Act.

41. Whanganui River takes on the meaning prescribed to it under sections 7 (interpretation), 12 (Te Awa Tupua recognition), 13 (Tupua te Kawa) and 71 (relationship between Whanganui Iwi and Te Awa Tupua). For Ngāti Hāua, those sections together provide that:

(a) The Whanganui River is an interconnected whole comprising all the body of water known as the Whanganui River that flows continuously or intermittently from its headwaters to the mouth of the Whanganui River on the Tasman Sea and is located within the Whanganui River catchment; and all tributaries, streams, and other natural watercourses (such as ground water) that flow continuously or

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[11] Schedule 2 lists the Conservation Act 1987 and the National Parks Act 1980 as applicable legislation for the purposes of s 15 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

[12] See SO 469123 **attached**); also see Proposal Outline and Environmental Impacts Assessment, Appendix 1, pp 1 and 2.

[13] Contrary to ss 7, 12, 13 and 71.

intermittently into the body of water described above and are located within the Whanganui River catchment; and all lakes and wetlands connected continuously or intermittently with the bodies of water referred to above; and all tributaries, streams, and other natural watercourses flowing into those lakes and wetlands; and the beds of the bodies of water described above.[14]

(b) The Whanganui River is one and the same with the people of Ngāti Hāua.[15]

(c) The Whanganui River is an indivisible and living whole incorporating its metaphysical and physical elements as understood by the mātauranga of Ngāti Hāua.[16]

42. Therefore, any proposal to occupy/use an area within the rohe of Ngāti Hāua which extends to the Whanganui River both physically or spiritually, draws in the protections and obligations of the Te Awa Tupua Act. In addition, where there is a physical connection between the water of Te Awa Tupua and the proposed operations or whether those proposed operations touch on the metaphysical elements of the awa. Again, this is the case for the Application.

43. The Whanganui River head waters commence in the Tongariro National Park, as well as many other headwaters for tributaries and natural water courses that flow into the main Whanganui River water body. The values associated with those waters are established through whakapapa with Ngāti Hāua (and other whanaunga iwi) and manifest physically and/or metaphysically. They can therefore be affected physically and/or metaphysically by an activity regardless of proximity, nature and extent. These matters must be recognised and provided for through Te Awa Tupua status and Tupua te Kawa as the Act provides.[17]

How the Te Awa Tupua Act can be determinative for declining the Application

44. Working through how and whether the Te Awa Tupua Act has been complied with is an important exercise that is a critical element of this process. As DoC is aware, Tupua te Kawa in particular directs a relational and good faith working relationship between those iwi/hapū at place and other parties like DoC and the Applicant.

45. This has not been done, and it is therefore open to any decision maker to decline the Application, with the sole determinative being inadequate provision for and engagement with Te Awa Tupua per section 15(5)(b) Te Awa

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[14] See Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, s7; and regarding groundwater inclusion under natural watercourses see the Soil Conservation and River Control Act 1941, s 2(1); also see the Land Drainage Act 1908, s 2 which carries a similar definition of watercourse; also see Section 59 of the Wellington Regional Water Board Act 1972 defines underground water as meaning natural water which is below the surface of the ground, the bed of the sea, or the bed of any lake or river or stream, whether the water is flowing or not and, if it is flowing, whether it is in a defined channel or not; and United Nations Watercourse Convention 1997 and United Nations Watercourse Convention 1997 Online User Guide, retrieve from < https://www.unwatercoursesconvention.org/the-convention/part-i-scope/article-2-use-of-terms/2-1-1-watercourse/>; and LAWA information retrieved from <https://www.lawa.org.nz/learn/factsheets/groundwater/groundwater-basics/>.

[15] Refer to ss 13(c) and 71 Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.

[16] The definition of Whanganui River highlights the need for the latter water bodies referenced in section 7 to be flowing into the former water bodies referenced in the definition. In line with indivisibility and a Ngāti Hāua/Te Awa Tupua interpretation, reference to "flowing" takes on both the physical flowing of water and the metaphysical flowing of mauri, wairua and mana.

[17] Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, s15(2)(a) and (b).

Tupua Act. That would also align with the reporting requirement of this panel under section 15(6) Te Awa Tupua Act.

46. As an aside, we would add that, had a better appreciation for the Te Awa Tupua Act occurred prior to the public notification evaluation process, the Applicants may have been afforded the opportunity to address this defect early on. DoC were fully informed at that time that this was the case.

Section 4 Conservation Act

47. Section 4 Conservation Act is one of (if not the) primary directives in the Conservation Act relating to the exercise of powers and duties under the Act. Notably, giving effect to Treaty principles must be done at every turn of the concession process.[18] That onus, in our view, sits squarely with DoC but also flows over into the responsibility of the Applicant.

48. The Supreme Court case of *Ngāi Tai ki Tāmaki Trust v Minister of Conservation* helpfully sets out the status and applicability of section 4.[19] Like that case, the Application falls within the scope of the customary rights and responsibilities that Ngati Hāua are entitled to exercise in accordance with tikanga as part of our rangatiratanga resulting from our whakapapa to Te Kāhui Maunga. These rights and responsibilities exist and are protected/given legal force through Treaty principles, the common law recognition of the relevance of tikanga and distinctly, the Te Awa Tupua Act.[20]

49. We rely on the following principles as a starting point for section 4:

(a) **Partnership:** The principle of partnership gives rise to the duty to act honourably and in utmost good faith. Referring to the settlement context, the Tribunal has highlighted that this duty requires the Crown to 'be fully informed before making material decisions affecting Māori'. Only decisions that are fully informed can be sound, fair, protective of Māori interests, and thus worthy of the Treaty partnership. To be fully informed, the Crown must have a sound understanding of 'the historical, political, and tikanga dimensions of mandate and overlapping [groups] and their interests'. As described in the *Ngāti Tūwharetoa ki Kawerau Crossclaims Report*, the activity of settling requires a 'sophisticated understanding' of the Māori world in general, and of the groups affected in particular. The Tribunal has acknowledged that this obligation, thus articulated, sets a very high standard for the Crown, but has emphasised it is 'appropriate, given what is at stake should those standards not be met.[21]

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[18] In *Ngāi Tai ki Tāmaki Trust v Minister of Conservation* [2018] NZSC 122, at [48], The requirement to "give effect to" the principles is also a strong directive, creating a firm obligation on the part of those subject to it, as this Court noted in a different context in *Environmental Defence Society Inc v The New Zealand King Salmon Co Ltd*.

[19] *Ngai Tai ki Tāmaki Trust v Minister of Conservation* [2018] NZSC 122, at [47]-[55].

[20] See *Trans-Tasman Resources Limited v The Taranaki-Whanganui Conservation Board* [2021] NZSC 127, at [297]; and *Ngāti Whātua Orākei v Attorney General* [2022] NZHC 843, at [326]-[358].

[21] Waitangi Tribunal *Hauraki Settlement Overlapping Inquiry Report* (Wai 2840, 2020), at pp 11-12.

(b) **Active Protection**: The Waitangi Tribunal has stated that the Treaty of Waitangi obliges the Crown not only to recognise the Māori interests specified in the Treaty but actively to protect them. The possessory guarantees of the second article must be read in conjunction with the preamble (where the Crown is "anxious to protect" the tribes against envisaged exigencies of emigration) and the third article where a "royal protection" is conferred. It follows that the omission to provide that protection is as much a breach of the treaty as a positive act that removes those rights".[22] The Waitangi Tribunal *Ngāwhā Geothermal Resources Report* expands on this as follows:[23]

> The duty of active protection applies to all interests guaranteed to Māori under article 2 of the Treaty. While not confined to natural and cultural resources, these interests are of primary importance. There are several important elements including the need to ensure:
>
> > that Māori are not unnecessarily inhibited by legislative or administrative constraint from using their resources according to their cultural preferences;
> >
> > that Māori are protected from the actions of others which impinge upon their rangatiratanga by adversely affecting the continued use or enjoyment of their resources whether in spiritual or physical terms;
> >
> > that the degree of protection to be given to Māori resources will depend upon the nature and value of the resources. In the case of a very highly valued rare and irreplaceable taonga of great spiritual and physical importance to Māori, the Crown is under an obligation to ensure its protection (save in very exceptional circumstances) for so long as Māori wish it to be protected ... The value to be attached to such a taonga is a matter for Māori to determine; and
> >
> > that the Crown cannot avoid its Treaty duty of active protection by delegation to local authorities or other bodies (whether under legislative provisions or otherwise) of responsibility for the control of natural resources in terms which do not require such authorities or bodies to afford the same degree of protection as is required by the Treaty to be afforded by the Crown. If the Crown chooses to so delegate it must do so in terms which ensure that its Treaty duty of protection is fulfilled. 'consultation', in the Treaty context, requires the Crown to engage in discussion with relevant groups before forming firm views of its own.

0. How protection occurs will be highly nuanced and driven by the context in which it is engaged. Only through meaningful partnership with Ngāti Hāua can the positive outcomes that benefit all involved be achieved as part of any Conservation Act process.[24] Treaty principles are non-linear and recognise more than just active protection as a concept, drawing on the contextual factors that give life to active protection in Treaty and tikanga terms. When applied in this process, active protection is critical. This is more so where the taonga in question is vulnerable or experiencing degradation.[25] Adverse effects in this context must be avoided at all costs and not just targeted at avoiding material harm.[26]

Waitangi Tribunal *Manukau Report* (Wai 8, 1985), at p 70.
Waitangi Tribunal *Ngāwhā Geothermal Resources Report* (Wai 304, 1993), at p 100.
McGuire v Hastings District Council [2002] 2 NZLR 577 (PC), at [9] line 34 and [21]; also see the discussion in *Tūwharetoa Māori Trust Board v Waikato Regional Council* [2018] NZEnvC 93, at [90]-[124] and specifically [129]; *Ngāti Maru Trust v Ngāti Whātua Ōrākei Whai Maia Ltd* [2020] NZHC 2768, at [69]; and *Ngāi Te Hapū Inc v Bay of Plenty Regional Council* [2017] NZEnvC 73, at [82].
We note that there have been environmental issues occur on the Maunga since the ski fields were operative in the 1950's.
See *Port Otago Ltd v Environmental Defence Society Inc.* [2023] NZSC 112.

51. Given the exclusion of our interests in this process, we see no need to delve into a detailed analysis of how those principles apply and how they have not been given effect to. In our view, it is sufficient to simply state that Ngāti Hāua have not been considered as a relevant polity to engage in this process at a formal and substantive level, which goes against the principles of partnership and active protection as expressed above. It is that exact exclusion that provides the grounds for decline of the Application because it is clear that Ngāti Hāua have not been considered and engaged with, amounting to no ability for the decision maker to:

(a) apply the Conservation Act consistently with the requirements of section 4 particularly assessing the effects,[27] appropriateness in the circumstances,[28] and lawfulness[29] of the Application against the relevant Treaty principles; and

(b) recognise and provide for Te Awa Tupua status and Tupua te Kawa in a way consistent with Te Awa Tupua Act.[30]

52. On that basis, we consider that the procedural failures identified above provide sufficient grounds to decline the Application, pursuant to section 17SB Conservation Act unless a resolution is struck between Ngāti Hāua, the Applicant and DoC. Where no resolution is reached, we submit that the Application obviously does not comply with, and is inconsistent with, the provisions of the Conservation Act, with the determining factors being inconsistency with the obligations of the Te Awa Tupua Act and section 4 Conservation Act.

Dated 25 February 2024

Sec 9(2)(a)

Sec 9(2)(a)

Ngāti Hāua Iwi Trust

[27] Conservation Act 1987, ss 17U(1),and (2)(a) and (b).
[28] Conservation Act 1987, s17U(8).
[29] Conservation Act 1987, s17U(3) and 17S(g)(ii)
[30] Refer to Te Awa Tupua (Whanganui River Claims Settlement) Act 2017, s 15.

Memo

Meeting Memo for external meeting

Date: 11 March 2024

To: Damian Coutts
Cc: Sec 9(2)(a)

Organisation: **Ngāti Hāua Iwi Trust**

Attendees and titles: **Department:** Anna Atchley, (Senior Ranger Community), Mitch Roderick-Hall (Kai Tohu Matua, Treaty Partnerships)
Ngāti Hāua Iwi Trust: Sec 9(2)(a), (Taiao Manager)

Meeting Date: 1pm-3pm 05 March Location: Ngāti Hāua Iwi Trust Offices

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DOC Contacts

Role	Name and position	Phone
Relationship	Damian Coutts, Director Operations	Sec 9(2)(a)
Document author	Anna Atchley, Senior Ranger Community	Sec 9(2)(a)

Purpose

1. To discuss the Pure Tūroa Limited (**PTL**) Concession Application. As noted, the purpose of the hui was to discuss some of the key details in the Concession and what those should/might look like given the lack of process and engagement with Ngāti Hāua, and if granted.

Discussion

2. Ngāti Hāua would like their disappointment noted that the Department has been working with urgency to assist the applicant and process this Pure Tūroa Application but have failed to engage with Ngāti Hāua in an appropriate manner to develop their relationship and build trust.

3. Much of the discussion centred on the need for mechanisms to be in any concession (if granted) that allows Ngāti Hāua kawa and interests to be recognised appropriately, and protections put in place to ensure procedural erasure does not occur again.

4. **Ngāti Hāua Position**

Ngāti Hāua have provided some feedback in relation to the make-up of a new concession document, however their position shared in their submission, remains. They have not been acknowledged in the application and this will need to be remedied in the concession.

- **Submission to be given as primary position**: Ngāti Hāua outlined, that Ngāti Hāua do not believe the Minister or any decision maker can lawfully grant the Concession (for the reasons outlined in their submission). Ngāti Hāua suggested a statement could be used to communicate that, Ngāti Hāua have drafted the following:

  "Ngāti Hāua are clear that the procedural context of the Concession provides rationale to decline the Concession Application. Had proper process and engagement occurred with Ngāti Hāua, the below matters and key areas of the Concession could have been worked through in greater detail and in a way that provided options for all parties. The Minister will need to determine whether such procedural issues (including non-compliance with settlement legislation) warrants a decline of the Concession. We say it does, but in the alternative, we suggest that provision should be inbuilt into the Concession that aims to rectify the deficiencies in the Application and that deters future concession applicants (including this applicant) and DoC from conducting these processes in a way that is inconsistent with the expectations of Ngāti Hāua."

- **Partnership and framework between us and DoC going forward**: The Department accepted that the process needed to be remedied and that Ngāti Hāua were invisiblised within the application and should have been included. The suggestion was to build a partnership and relationship that is consistent with Te Awa Tupua and Ngāti Hāua kawa. This can be inbuilt into the Concession through "monitoring" provisions but also through working with the Department to review and work through the Concession post any potential grant. Ngāti Hāua also made the point that this would ensure smooth transitions during and after any outcomes from the TNP negotiations.

- **Acknowledgment of process concerns from DoC, and commitments going forward**: Ngāti Hāua have suggested that an acknowledgement to their interests on the Maunga be inbuilt into the report to the Minister, and that the process with regards to section 4 and Tupua te Kawa was not sufficient. There would need to be some further work with Ngāti Hāua on this.

- **Steps required in conditions given the lack of process and engagement:** For the application for term to be considered, meaningful reviews that include a framework of milestones and associated timeframes will need to be embedded into the concession. Ngāti Hāua have given clear conditions, these are as follows:

a) that a new environmental impacts assessment/management plan must be discussed with Ngāti Hāua within the first 4 months and completed by 12 months.
b) Resourcing that should be external. If that is not done, then at the 12-month point DoC could issue a non-compliance and intention to terminate.
c) Ngāti Hāua have suggested that it is within this process that Ngāti Hāua establish a relationship agreement with PTL and put in place some additional provisions for Ngāti Hāua. The relationship agreement will ensure the development of targets that reflect Ngāti Hāua's values and operating expectations. This includes whether the completion of a new cultural impact assessment is appropriate.

- **Term**: The term PTL seek is 10 years. If they pass the 3-year review (discussed below), then they seek an additional 10 years be added to the term. That amounts to a 20-year term in total (conditional on meeting various conditions). Ngāti Hāua are clear that they would not be comfortable with that being detailed in any condition. Ngāti Hāua have suggested that the question of extending the term to 20 years or even agreeing to the 10-year term is something that needs to be answered at the 3-year review.

- **Review of Concession**: The review of the concession was discussed at length. The suggestion is that the review is at the 3-year mark (noting other incremental steps before then). The review date will be the date DoC (and Ngāti Hāua) decide whether the concession is good to continue on or not (and if so on what new conditions). This means that about a year out from that date, DoC will work with the Applicant and iwi to make sure things are tracking well (and if not, why that is including resolving those issues where possible). If at the date of review, things are not good, then a cancelation of the concession can occur. It could be discussed at this point whether another review is required sooner than the 10-year mark.

- **Termination clause**: Ngāti Hāua was assured by DoC that there are standard termination clauses in all concessions. Ngāti Hāua expects surety on what the criteria normally is to trigger such a clause and that some key matters like compliance with Te Awa Tupua and Ngāti Hāua kawa are grounds enough to terminate, so should be included as standalone matters in the termination context. Ngāti Hāua stated that this has to be the case, given the previous lack of process.

- **Assignment**: Ngāti Hāua stated that any assignment of the application by the Applicant to external parties would need to be discussed, but that if the other conditions are in the concession, then assignment shouldn't be an issue.

- **Visitor inductions**: This was not discussed fully, since the meeting, Ngāti Hāua have stated that a management plan that implements a new Impacts Assessment will be able to include these matters. This would be consistent with the acknowledgments of Ngāti Hāua interests/whakapapa to/on the maunga.

- **General monitoring and reporting**: Ngāti Hāua were clear that they will participate with PTL in the monitoring and reporting of this concession. This will require further work. In terms of reporting, Ngāti Hāua expectations is that the Applicants will do

regularly reporting (quarterly if possible) to show progress with conditions and highlight what issues may have arisen that require addressing.

- **Limitations on what they can and cannot do without further approvals (defining their activities):** The Department discussed the broad activities that could be undertaken in this concession. To ensure that the environmental impact of this activity is minimised, any concession granted, can only include the current activities and infrastructure in the ski area or reduce them. For any further development either a variation to the concession or a separate application will need to be made. Ngāti Hāua will assess this request as part of the normal concession application process. This includes but is not limited to snowmaking facilities, removal or development of major infrastructure and any summer activities. Ngāti Hāua would not expect any real works outside of removing redundant infrastructure and the status quo to occur within the first 3 years. Ngāti Hāua suggested that in any case, all works (whether large or small) should be communicated to Ngāti Hāua and a process of approval worked through until a time that they are comfortable with PTL and there is some trust with them and DoC. The Department are working on this point around works that are outside of the "maintenance" area.

- **Environmental concerns**: Ngāti Hāua reiterated many of the same environmental concerns that others had noted. Those are well articulated in submissions. Ngāti Hāua expects DoC to be strong and directive on environmental issues, given their interests, Te Awa Tupua, the UNESCO and National Park Status and the conservation purpose behind the TNP.

- **Redundant infrastructure**: The Department requested a further meeting with the person from the Departments team who is heading this kaupapa. Ngāti Hāua requested that this meeting occurs as soon as possible so that they can understand the scale of works happening on the maunga at any one time. The Department will organise this.

RAETIHI 4632

6 February 2024
Mount Ruapehu Submissions Inbox
DEPARTMENT OF CONSERVATION
Per e mail; mtruapehusubmissions@doc.govt.nz

Tena koe

Submission re: Application for a concession (licence and Lease) sought by Pure Turoa Limited
To operate the Turoa Ski Area – Application No. 109883-SKI

1 The submission

I oppose the Application. I seek to appear in person, to speak to my submission, before the lead officer of the Department of Conservation and/or the Minister of Conservation, as appropriate in the submission process. This, to give voice to the rights and responsibilities of Te Korowai o Wainuiārua, to its beneficiaries under the Treaty of Waitangi claimant settlement process.

2 Reasons for opposition to the Application

Breach of the principle of good faith:

- *The Notification time span for submissions spans December 2023 and January 2024* being the national holiday period when affected iwi parties are not available for internal consultation to develop an effective and informed submission. It is manifest that this period was selected to expedite the procedural demands of public service timetables regarding obeisance to the Government's funding cycle with the result that iwi settlement and post settlement procedural needs and timeframes are completely disregarded.
- *The public sector agencies: DOC, MBIE, Te Arawhiti are implicated in the Treaty settlement process*. Thereby they are fully informed of the aspirations and expectations of iwi settlement groups pursuant to the Treaty of Waitangi. Knowing this they nonetheless are colluding in the desire of DOC to expedite the notification and submission process, to align with the funding cycles that are out of step with iwi settlement timetabling and processes, sufficient to obstruct the time and resources to be made available for claimants to consolidate their responsibilities to beneficiaries of the settlements to be satisfied appropriately.
- *Cumbersome application documentation*. The volume of 277 pages: was not presented with pagination, contents page, or executive summary to assist navigation and clarity of the key issues. Further they were not presented with transparency of all information. What they included, in breach of the principle of good faith, were, as follows:
    - Redaction that obscured:
        - Record of engagement for consultation by the Applicant
        - The identification of the Applicant
        - The identification of e mail correspondents

3 Lack of evidence to support economic viability of the Application:

- *Opinion without substance*:
    - Opinion of consultants, for example, PWC, is descriptive at best.
    - The Application does not include financial projections-cash flow – to demonstrate viability. Any citing of 'commercial sensitivity' is not acceptable in this case: given the deep, historical and cultural values of iwi in particular, and the community in general, that are at stake.

- *Pure Turoa Limited was incorporated as recently as June 2023*;
  - There is no track record of their ability to conduct an enterprise to validate any award of the Concession to the Applicant.
  - Yet, imminently after their incorporation, the Crown, through the media announced its support of the Applicant. At the very least this bespeaks of collusion beyond the vision of, or any justifiable accountability to, affected parties, in particular, iwi interests' rights with responsibilities to their beneficiaries. It is notable that the Crown is aware of this, yet negligent of its own responsibilities in any settlement processes that would be conducted in good faith.

4 Treaty of Waitangi claimant hearing: Tongariro National Park Enquiry, yet to occur:

- *Term of the Concession in the Application*
  The Term is for 10 years, with a review timetabled for 3 years. This is unacceptable as being out of step with the timetabling, yet to be set, of the Tongariro National Park Enquiry. This is known by the public sector agencies and the Crown, who support the Applicant: against the interests, rights and responsibilities of iwi claimants, Te Korowai o Wainuiārua, in particular.

5 Conduct of the Applicant

- The Applicant purports to have consulted iwi and included their views in consideration of the Application; as reported in the media, recently: The Ruapehu Bulletin and the Taumarunui Bulletin. The iwi has no satisfaction on this matter, at all. Nor were there any points of proof of this cited in the media articles.
- The point of the articles, above, was to campaign the public to support the Application. This is outside the integrity of any submission process that should be monitored by the consenting authority, in this case, the Department of Conservation. That is has not been so monitored, indicates a bias by the Department of Conservation and the Crown, against the justifiable rights and interests of Iwi in particular, and the community in general.
- It may be deduced, given the expedience of the application, notification and submission process that MBIE has constructed a fast passage for the Applicant, based on a collusive relationship and unacceptable shared interests that are obscure that bespeak of potential conflicts of interest.

6 The benefit of economic development in the Region

Te Korowai o Wainuiārua supports economic development in the Region. However, the effect of the process in this matter, has thwarted a justifiable opportunity within the principle of partnership for our effective participation and inclusion in economic development of the Turoa Ski Area.

At best, consideration should be given to the establishment of a governance entity enjoining the Crown, iwi, to oversee the management of the Turoa Ski Area, to ensure that iwi values, opportunities for co investment, education, training, employment and procurement of iwi service delivery [construction, maintenance, for example] shall be delivered through the operations of the concession holder.

Heoi anō, nā

Sec 9(2)(a)

Chair: Uenuku Charitable Trust – Te Korowai o Wainuiārua

Sec 9(2)(a)

Final comments

Te Korowai o Wainuiarua

Uenuku Charitable Trust

Public Submission - Main Concerns
Breach of the principle of good faith - Lack of consultation prior to the concession application, engagement with the applicant happened after the concession application was publicly notified.
Lack of evidence to support economic viability of the application
Treaty of Waitangi claimant hearing: Tongariro National Park Enquiry, yet to occur. – the term is unacceptable with the timetabling of the Tongariro National Park Enquiry
Conduct of the Applicant
The benefit of economic development in the Region

Uenuku Charitable Trust conditions to be considered by the Department of Conservation to address further concerns:

(1) Te Korowai o Wainuiārua would like it noted that while they have provided some feedback in relation to the make up of a new concession document, their position in terms of opposing the granting of this concession, still remains.

(2) They would like their disappointment noted that the Department has been working with urgency to assist the applicant and process this Pure Turoa Application for a ski field on Mt Ruapehu, however when iwi applications and requests such as the Pokaka Eco Sanctuary come to the Department, there has been no appetite by the Department to work collaboratively or to support this valuable important conservation initiative as a valued Treaty Partner. Te Korowai o Wainuiārua would like to see the Department revisit the Pokaka Eco Sanctuary proposal as a show of good faith and show this the same urgency and respect as guaranteed under the Treaty of Waitangi

(3) It should also be noted Te Korowai o Wainuiārua is very supportive of a pan-iwi approach to all matters concerning the Tongariro National Park and the individual iwi feedback provided within this document should not be taken as a standard approach to other matters relating to the National Park. They believe a pan-iwi collective is the best option going forward to ensure consistency, respect and sensitivity for all Tongariro National Park matters leading into the future as guaranteed under the Treaty of Waitangi.

(4) To ensure that the environmental impact of this activity is minimised any concession granted can only include the current activities and infrastructure in the ski area or reduce them. As a lease/license is being considered there will also need to be clear distinction of what areas are under license and what buildings are under lease.

(5) An updated Environmental Impact Assessment will need to be completed by a qualified environmental consultant. An updated Cultural Impact Assessment will need to be completed by local iwi.

(6) Pure Turoa Limited will enter into a relationship agreement with Te Korowai o Wainuiārua. Through this relationship Te Korowai o Wainuiārua will share their expectations and the key performance indicators that will be measured for the three-year review.

(7) A fee will be charged and utilised for the ongoing monitoring of the Ski Area operation. Monitoring must be a collaborative endeavour between Iwi/Hapu, the Department of Conservation and Pure Turoa Limited.

Ngati Rangi
Submission - DOC-7564561

Final engagement comments:
Ngā Waihua o Paerangi Trust Submission and Concerns Raised

Theme	ain Concerns
Process concerns	Early and honest consultation and engagement.
	The application adhering to the Te Waiū-o-te-Ika framework for the health of the water. Namely impacts on the catchment of the Whangaehu River and Te Wai ā-Moe, the Crater Lake and origin to the Whangaehu River. The Mangawhero river flows into the Whangaehu River and through the Tūroa ski field
	The application adhering to principals of Te Mana Paenga, (Conservation Partnership Agreement)
	Application using outdated reports (2014/2015)
Cultural impacts	The mountain is sacred to Ngāti Rangi, protecting the mana and tapu of the mountain.
	Culturally significant waterways within the ski field boundary
Environmental impacts	Recreational activities will likely increase the environmental foot print.
	Increases in the total area of structures on the mountain.
	Ngāti Rangi physical assessment of the equipment and operation area - Damage to the alpine flush and the upper reaches of the Mangawhero stream
	Environmental impacts of Snow making
	Construction of a track which may cover Te Waiū-o-te-ika awa, newer ecological assessment required
	Improved removal of human waste needed - the Taiao Management Plan
	Aircraft noise, the use of drones is favourable over aircraft
	Lowering of the second carpark.
	How will revegetation be implemented

Ngāti Rangi conditions they would like included within a Concession to address their concerns as discussed – Kanohi ki te kanohi Tuesday 27 February

- Any concession will need to take into consideration the Te Waiū-o-te Ika framework and the 4 principles of:

Ko te Kāhui Maung ate mātāpuna o te ora:
The sacred mountain clan, the source of Te Waiū-o-te-Ika, the source of life

He wai-a-riki-rangi, he wai-ariki-nuku, tuku iho, tuku iho
An interconnected whole; a river rivered and valued from generation down to generation

Ko ngā wai tiehu ki ngā wai riki, tuku iho ki tai hei waiū, hei wai tōtā e
Living, nurturing waters, providing potency to the land and it's people from source to tributary to the ocean

Kia hua mai ngā kōrero o ngā wai, kia hua mai tew ai ora e
The latent potential of Te Waiū-o-te-Ika, the latent potential of its hapū and iwi

- The Te Waiū-o-te-Ika principles should guide all decisions and all conditions imposed on any concession issued.

- By the conclusion of Year 1, Te Pae Toka or a similar relationship agreement will be in place between Ngāti Rangi and Pure Turoa Limited. This agreement will outline a series of KPI's that will be regularly monitored. A full review will be undertaken by Ngāti Rangi at year 3 against these KPI's. Failure to meet these KPI's will result in Pure Turoa Limited being 'put on notice' with a timeframe outlined for corrective actions to be undertaken. Further failure to meet these KPI's could result in suspension of their concession.

- Concession is to include only activities / infrastructure that is already in place under the existing RAL concession. Any new upgrades or changes will require either a variation to the concession or a new concession application. Ngāti Rangi will then assess this request as part of the normal concession application process. This includes but is not limited to snowmaking facilities, new tracks, lowering of carparks etc

- By conclusion of year 1, a new updated Environmental Assessment will be completed and available for review by Ngāti Rangi. This assessment should include an Environmental Management Plan that is agreed to by Ngāti Rangi for the duration of the concession, with protection measures put in place for the alpine flushes.

- Introduction of a management fee on top of the concession fee. This management fee will fund 1x Environmental Monitor and 1x Cultural Monitor that will be employed by and report to Ngāti Rangi. These 2 positions will undertake daily monitoring. Should any additional works or maintenance be required, additional monitors will be sourced by Ngāti Rangi and funded by the concessionaire to carry out continual monitoring of the works being undertaken.

- All waste both solid and liquid will be removed from site and taken to a consented facility.

- Ngāti Rangi would like to review the final Decision Support Document that is being provided to the Decision Maker.

- Ngāti Rangi would like it noted that they were expecting to be involved and partnering with the Department in order to create a new concession framework for this application that would be the first of it's kind, and would create the foundations for a true partnership approach for concessions into the future. They are disappointed the process has been rushed and processed in the traditional manner. Therefore the three year review mechanism within the concession is essential to ensure the long term viability, sustainability and protection of Matua te Mana (Ruapehu).

<u>Further Concerns around Environmental Protection – Tuesday March 5</u>

1. **Statutory recognition and values for Te Waiū-o-te-Ika**

Under the settlement, Te Waiū-o-te-Ika is recognised as a living and indivisible whole, from Te Wai-a-Moe (the Crater Lake) to the sea, comprising physical and metaphysical elements giving life and healing to its surroundings and communities. The settlement also recognises a set of four intrinsic values that represent the essence of Te Waiū-o-te-Ika. While these principles were referred to in the notes, we want to emphasize that the statutory recognition and values must be given

appropriate consideration by persons exercising certain statutory functions, duties, or powers that relate to the River, or to activities in the catchment affecting the River.

2. Human Waste

As far as Te Waiū-o-te-ika is concerned, the response did not mention the human waste being flushed into the Mangawhero at the Ohakune Waste Water Treatment Plant. It is likely that the Rangataua plant is also overloaded in winter from visitors to the ski field. The Rangataua is discharging directly into the Mangaehuehu. until that waste water treatment plant has the wetland developed it is still discharging directly into the awa and as a consequence is affecting Te Waiū-o-te-ika.

It is vitally important that we understand that what happens **on** the mountain can have effects **off** the mountain. The skiing activity is having an indirect effect on the waterways. There are regulatory precedents for this. Resource consents for land use for example have to take into account the effects of traffic, which is something that would happen off-site.

Requiring waste to be removed to a consented activity would deal with the problem on the mountain. Pure Tūroa Ltd may even decide it is cheaper to pay a realistic contribution to Ruapehu District Council and fund their upgrades so they become consented. This would also solve waste off the mountain. If they decide to take their waste somewhere else, then the Ohakune plants would still be overloaded.

We thought that at our hui, the Department of Conservation had actually proposed that there should be a separate ecological management plan for the flushes.

Pure Tūroa Ski Field Concession - Thematic Analysis of Feedback

Some parts of this document may be subject to legal privilege.

Feedback from PTL regarding draft concession

Theme / Issue	Comment
10-year lifespan	Concerned perception is PTL has only a 10-year lifespan – negative signal to stakeholders. **Response** – No amendments to concession – Term sought by PTL was 10 years. PTL will need to apply in the usual way if further terms (extensions) are desired.
Cultural Monitoring	Continual Cultural Monitoring – is a source of concern for PTL. PTL proposed appointing its own staff member but otherwise wanted to limit cultural monitoring. **Response** – The Department does not consider a PTL staff member to be sufficient to meet iwi interests in how the activity is undertaken. We acknowledge PTL's concerns about the potential cost of cultural monitoring, and have mitigated this through capping the cost for the first 3 years as part of the "Administrative Fees Cap".
Year 3 Review	Year 3 review – Unworkable level of risk – PTL seeks to amend the Year 3 Review to a "collaboration meeting" where opportunities for improvement are identified but no changes to concession conditions can be imposed unless PTL agrees. **Response** – DOC agrees that changes cannot be unilaterally imposed on PTL following the Year 3 Review (unless permitted by: s17ZC(3)(b) and (c); pursuant to climate change conditions or related to concession fee review or review of the Administrative Fees Cap).
Defining "Treaty Partners"	PTL is concerned that groups/individuals with limited or no connections to the Maunga may assert rights to be consulted and to engage. PTL seeks to define Treaty Partners as only iwi leadership that are, or are likely to be, party to the Tongariro National Park Settlement. **Response:** Defining, with precision, which iwi ought to have input (or not) is problematic as it may be context dependent. There is also a risk that the definition will inadvertently exclude Treaty Partners (for instance Post Settlement Governance Entities) yet to be established. Accordingly, through-out the concession, where there is reference to "Treaty Partners" there is usually also a qualifier "relevant". We have noted in the recitals of the concession the iwi and hapū that have a strong interest in the Maunga: Ngāti Rangi, Ngāti Haua, Uenuku, Ngāti Tūwharetoa, Te Patutokotoko, and Te Pou Tūpua.

Item 3 Schedule 1 - Term	Seeking amendment to commencement of concession to reflect date of signing. **Response -** Agreed in part, but additional changes needed to address interaction with Deed of Surrender. Drafting amended accordingly.
Item 5, Sch 1 - Final Expiry	Seeking an expiry date 10 years from commencement. **Response -** Commencement could be protracted (via reconsideration process for instance). Recommend retaining defined end date as 4 April 2024 as it provides certainty as to timeframes and ensures clarity for iwi and others. Note previous error showed 31 March 2033 not 2034.
Item 6, Sch 1 – Concession Fee	Seeking removal of Concession Monitoring Fee **Response -** Concession management fee (can include monitoring) is capped at Sec 9(2)(b)(ii). Additional monitoring (environmental and cultural plus Year 3 Review), are caught by the Administrative Fees Cap.
Item 7, Sch 1 – Environmental Monitoring (including Cultural Monitoring Plan and implementation)	Seeking removal of these fees **Response -** included but contained within the Administrative Fees Cap with a review at end of Year 3.
Community Services Contribution	Seeking removal of ability to charge under s17ZH **Response** – recommend decline. The statutory power already contains discretion to pass on charges and to apportion them. It would be unreasonable to prevent (fetter) the Minister having resort to that power if the need arose. As the Department does not currently provide services at Tūroa, this is unlikely to be charged.
Items 9 and 11, Total Payments to be made and Payment Dates	Seeking removal of all payments save for Concession Activity Fee and Concession Management Fee **Response** – Sec 9(2)(b)(ii) [redacted]
Non-rental fees (i.e. fees not related to Concession Activity Fee)	**Response to fee matters**: DOC has recommended that there be two components of the fees: The Concession Activity Fee to be set (for the first 3 years) at Sec 9(2)(b)(ii); and All other monitoring and management fees: to be set at the reasonable and actual costs incurred by the Grantor but not to

	exceed Sec 9(2)(b)(ii) for the first 3 years. (included in that is Sec 9(2)(a) Concession Management Fee) To reflect that approach, scope needs to be given for reviewing the cap on the fees at Year 3. Amendments are proposed to Items 6, 7, 9 and 11 to reflect. Also, the addition of a new clause to permit the Grantor to review the cap on "Administrative Fees".
Clause 3.1 – quiet enjoyment	Seeking addition of words "exclusively" to described rights in respect of the Lease Land. **Response –** • Recommend amending to read: The Concessionaire, while paying the Concession Fee and performing and observing the terms and conditions of this Concession, is entitled, exclusively and peaceably to hold and enjoy the Lease Land and any structures and facilities of the Grantor (if any) on the Lease Land without hindrance or interruption…" • Also recommend amending the clause 3.2 as follows: "Provided reasonable notice has been given to the Concessionaire the Grantor, its employees and contractors may enter the Lease Land ~~and Licence Land~~ to inspect the Lease Land and facilities on/within the Lease Land, to carry out repairs and to monitor compliance with this Concession
Clause 6.1(–) - fee reviews	Amendment sought to allow Concession Fee Review to occur 6 months after the Concession Fee Review Date. **Response –** decline request as not consistent with statute's timeframes which requires reviews to take place no later than every three years.
Clause 8 – assignments	PTL seeks to harmonise the assignment provisions with those contained in RAL's concession. Those provisions limited the Minister's discretion when assessing the fitness of proposed assignees. **Response** - No change - recommend retaining full discretion. This aligns with drafting of the Act.
Clause 9.3 - hazardous substances	Seeks amendment to allow storage of hazardous substances with Grantor's prior consent. **Response –** allow amendments as change aligns with understanding that there are already hazardous substances stored in tanks etc. District Office supported the change.
Clause 10 – Environmental Monitoring	PTL sought deletion of clause 10 saying it understood environmental monitoring is dealt with via the Environmental Plan and Ecological Assessment. **Response -** recommend this is retained as the two do not entirely overlap: and the Environmental Plan and Ecological Assessment are "one-offs". Subsequent (or concomitant) monitoring may be required in later years. For the first 3 years

	though, any Environmental Monitoring under this clause would be subject to the 9(2)(b)(ii) cap.
Clauses 15.5 and 15.6 - Legislation requires Grantor to spend money	These clauses allow the Grantor to pass on expenses that DOC incurs if upgrades or changes are needed to **Grantor's** land, facilities or structures. It also allows the Grantor to terminate the concession if the costs of doing the work are deemed to be too high. Would cover things like earthquake strengthening or lahar management systems. This reflects the powers in s17ZH to pass on costs but expands on those by empowering the Minister to charge in advance (not just in arrears) and also allowing the Minister to terminate if the costs are too high. **Response –** Recommend retaining these clauses.
Clause 16 – destruction of the Grantor's structures.	PTL wants to add a provision which entitles PTL to terminate on 14 days' notice if the Grantor's structures or facilities are damaged such that the Concessionaire's use of the land is detrimentally and materially impacted. **Response -** It is not clear what Grantor structures or facilities PTL is dependent upon at this point in time since it is responsible for the maintenance and repair of all the buildings, lifts, services and carparks during the term. If PTL could identify particular structures/facilities of the Grantor's upon which it depends, or set out the circumstances in which it would wish to terminate (for instance, volcanic activity that materially affects its use for a period of 6 months or more), then an appropriate provision could be drafted. In the meantime, and given the wide-ranging effect that PTL's amendment might have, the Department does not consider it appropriate. The Department's position is that the Concessionaire can seek a surrender of its concession at any time and the Minister is obliged to act reasonably. Where access to the Land or a significant portion of it is rendered unusable the Concessionaire can apply for a surrender.
Clause 16.4 - repair and reinstatement of Grantor's structures to the same or better standard	PTL wants to amend clause 16.4 to require the Grantor to repair to a standard which is the same or better. Currently the drafting says the repair must be to a standard which is reasonably adequate for the Concessionaire's use. The amendment would place a higher burden on the Grantor and may result in significant cost increases that are not anticipated. Clause 16.3 provides that the Grantor need not spend more than insurance will pay but that presumes the Grantor has insurance for the items. That is not likely to be the case in this location. Accordingly, it may be important to limit the repairs. **Response** - Recommended that the change is declined, as this is a standard clause in concession. We note the Department is not currently providing structures that the Concessionaire will be using.
Clause 18 – temporary suspension of	PTL sought to delete the suspension provisions and replace them with provisions from the RAL concession. RAL's

Concession Activity by the Grantor	provisions only address temporary suspensions where there has been a breach (or an investigation of a breach). **Response -** Given the dynamic environment, it is reasonable to continue to provide scope for the Minister to interrupt PTL's activities where there are temporary threats to safety or the environment. Clause 18.1 should therefore remain. The amended clauses that PTL proposes to address the Grantor's right to suspend if there has been a breach of the concession are significantly more limited than the drafting provided in the proposed concession. Suspension could only occur, on PTL's drafting, if there were more than minor adverse effects. In some cases, the Grantor may wish to suspend for incidental breaches (such as a failure to furnish activity returns or to provide information about numbers of visitors). It is recommended that the broader provisions in clauses 18.4 and 18.5 be left as they are. In addition, a new Special Condition has been added to specifically (and unequivocally) allow the Minister to suspend access and require evacuation where volcanic activity threatens public safety. This clause (which is now standard for this region) was developed in response to experiences following Whakāri/White Island.
Clause 19.1 Period within which Grantor can terminate if rent/fees remain unpaid.	Where PTL has failed to pay an invoice for 10 working days, the Grantor can serve a notice terminating the concession. The concession would terminate 14 days after the notice is served. PTL seeks that termination takes effect 28 days later rather than 14. This amendment aligns with RAL's concession. **Response -** The extended timeframe is reasonable in the circumstances, given the significant infrastructure and resourcing implications of a termination.
Clause 19.1(b) - terminating for breaches	PTL wishes to delete clauses 19.1(b) and 19(c) and to replace with a provision which would only permit the Grantor to terminate where a breach results in more than minor adverse effects. This would remove the Minister's ability to terminate where there are administrative failings which do not necessarily manifest and "adverse effects" on the land (for instance, failures to furnish the Statement of Gross Annual Revenue, or to provide the list of contractors, or undertake the Ecological Assessment or produce the Environmental Plan). **Response -** That the drafting ought to remain as per the template.
Clause 19.1(f) - terminating where there is a permanent risk to public safety or resources	PTL seeks removal of clause 19.1(h) and 19.1(i) in their entirety. This would largely eliminate the Grantor's ability to terminate even where there are significant impacts to the environment or public safety. **Response -** It is the Department's position that scope to manage public land responsibly requires the Grantor to retain the ability to terminate activities where they have significant negative impacts on the public or public land. The vulnerability of the area to natural disasters and changing environmental

	conditions means it is appropriate for the Minister to take action to prevent harm. The drafting ought to remain. This is a standard condition.
Clause 22.1 - other concessions	PTL seeks a minor amendment to clause 22.1 to align it with RAL's concession. PTL seeks to add words "...and/or any rights granted by this Concession". That likely expands the situations where the MOC could not grant a new concession to a third party. If PTL argued that one of its rights is to charge a reasonable price for its food and beverages then a competitor might be seen to undermine that "right" and the MOC might be prevailed upon to decline the third party's request. **Response –** The change may introduce additional scope of argument that PTL's "rights" are infringed by a competing concessionaire in relation to the Licence area, in particular. Given the uncertainty, it is preferable to resist the change.
Clause 27 – Payment of costs	PTL does not want to pay DOC's legal fees for processing the concession. PTL say it is unfair because the company anticipated getting an assignment and not being required to seek a standalone concession. **Response -** PTL has been advised by Department staff that they are required to pay processing fees, including solicitor fees. However, a partial waiver is likely to be considered. Accordingly, the figure that will be inserted to Item 20 of Schedule 1 will (likely) reflect a reduction. It is therefore unnecessary to amend this clause for the purposes of current processing fees and it would be undesirable to prevent solicitor's fees being charged in the future if variations are sought. The Crown is entitled to be reimbursed for such expenses. At the time PTL made their application, it was aware a new concession would be processed, and it would be responsible for processing costs.
Special Conditions	
Concession Activities defined	PTL seeks to amend the list of activities permitted under the concession in the following ways: • It wants to be able to sell tickets and to operate the ski lifts so they can be used year-round, rather than just during winter. • It wishes to use helicopters and drones or other aircraft to support activities such as search and rescue. • It wants to be able to use drones (but not other types of aircraft) for filming. • It wants to host events year-round, rather than just winter-related events during winter months. **Response -** Year-round lift ticket sales

	• Year-round activities (such as summer sight-seeing) were not applied for and the public were not put on notice that such activities would be considered. There is no substantial information to explain the effects of such activities and they represent a departure from activities previously undertaken at Tūroa by RAL. However, the Department acknowledges that the winter activities provided for under RAL's concession did intermittently occur up to 30 November (if weather conditions were favourable). However, summer sight-seeing at Turoa did not take place. It is therefore the Department's view that sale of tickets for ski/snow-related use is permissible between 1 June and 30 November and the clause is amended accordingly. On the other hand, year-round sale of tickets (which would enable summer activities) is to be declined. The Concessionaire may wish to apply separately or by way of a variation for additional summer activities, noting that summer activities which use winter infrastructure is generally supported by Section 5.2.15 of the current Tongariro National Park Management Plan. • The concession as currently drafted does allow PTL to use their food and beverage, and other retail, facilities year round. Use of drones to support H&S, etc. • District Office staff support the use of aircraft (such as drones) in addition to helicopters where that use is connected to H&S, S&R avalanche management and medical emergencies. The condition can therefore be amended. Use of drones to do promotional filming • Use of aircraft (including drones) to undertake filming is contrary to the current Tongariro National Park Management Plan. The request should be declined. PTL's request to amend special condition 56 (use of drones for filming) should also be declined. Year-round events • The District Office advises that the application was loosely drafted and could (arguably) be interpreted as including events. However, no specific information about the nature of events, their duration, or their effects was provided. Winter sport events were undertaken by RAL and the effects are therefore understood. The current TNPMP also applies different rules or "prohibitions" to certain classes of activity (e.g. weddings, car club meets, photography of the peaks, running events). The Office therefore recommended that the request is declined. A variation or standalone application could be lodged in which the classes and effects of the activities are addressed, and appropriate conditions can be imposed. Accordingly, changes sought by PTL to Special Conditions 53 and 54 ought to be declined also.

	Signage: The draft concession presented to PTL contained a revised clause regarding signage. The revised clause was more permissive than the template. However, following discussions with Operational staff it was considered that the template is more appropriate. Significant issues have arisen in the past regarding inappropriate, cumbersome signage and the Department takes the view that it is preferable to maintain tighter control. Accordingly, the template condition has been retained (12.1) and the Special Condition 44 has been struck through. Clarry's Track – the version of the concession that was shared with PTL prevented it maintaining a vehicle access way which doubles as a ski trail. Subsequent interactions with the Operations staff have resulted in this being relaxed. Routine maintenance is permitted but development of upgrades will require approval.
Special Condition 8 - Public use of Services and facilities	PTL requested that the first sentence be removed. The first sentence provided: "The Concessionaire may impose a reasonable charge on people using or purchasing its goods, services and facilities..." **Response** - It is recommended the request be declined. Special Condition 8 reflects the expectations of section 49(5) of the National Parks Act 1980 which stipulates that, subject to a concession, the Concessionaire can only impose "reasonable charges" for "access to or use of their structures, site or places or the carrying on of products of the activity".
Special Condition 9 – Public access and safety, including at Nga Wai Heke Lift	PTL has sought changes to the clause to require the Grantor to meet the costs of fencing and preventing access to the Nga Wai Heke lift. **Response -** The Nga Wai Heke lift is scheduled to be removed by the Department. However, for so long as it remains in situ, the Concessionaire ought to provide barriers, signage or other methods of preventing the public entering the area currently occupied by the lift. According to the District Office, were it not for the operation of the High Noon Lift affording access to the Eastern Terrain, few people would be able to access the Nga Wai Heke lift at all. Accordingly, the obligation to protect people from it should rest with the concessionaire since public access largely depends on the concessionaire's operations. We will discuss further whether there is a compromise for both parties to share costs.
Special Condition 16 – defining surplus improvements	PTL suggested adding a definition to capture the surplus improvements so they can be readily referred to in subsequent clauses. **Response** - Accept the amendment.
Special Condition 39 – Snow making and snow grooming	PTL argues that snowmaking is critical to its operations and needs to be permitted. Also, that Snowmax should be approved now. Risk to DOC is a gradual expansion of snowmaking in

	terms of physical extent and extension of the months when snow is applied (thereby extending the winter season) - could result in year-round snowmaking in some locations. **Response –** The advice from the Director of Operations for the area is that all snow making products ought to be approved. This is a matter of particular sensitivity to iwi. We also recommend including the following conditions to better manage snow making activities: • Man-made snow can't be applied except during the winter season (1 June to 30 November) unless the Grantor gives prior approval. • all water used for the snow machines comes from the Mangawhero catchment and the snow is placed to ensure it only goes back into the same catchment Amendments have been made to special conditions 39 and 40 to reflect the above.
Special Conditions 72 to 86 – Year 3 Review	PTL sought changes to ensure that the Year 3 Review cannot lead to unilateral changes to their concession conditions. **Response -** The Department agreed that unilateral changes to conditions as a result of the Year 3 Review would mean the operations would result in an unacceptable level of operating and commercial uncertainty. Special Condition 110 has therefore been removed. As a result, changes can only be imposed on PTL without its agreement if the criteria in 17ZC(3)(a) or (b) exist. That is, the changes to the conditions are needed • to address significant adverse effects that were not reasonably foreseeable when the concession was granted; or • to remedy a problem created by an error in the concessionaire's application. PTL sought a cap on the fees for the Year 3 Review. **Response -** Regarding the fee cap, changes have been made to the document to create a cap on all fees which fall into the "Administrative Fees" category. The cap is Sec 9(2)(b)(ii) (plus GST) for the first 3 years and applies to the following: the Environmental Monitoring Contribution (if any) (Item 7); Fees associated with the Year-3 Review and fees associated with the Cultural Impact Assessment; and fees associated with the Cultural Monitoring Plan. The Concession Management and Monitoring Fee Sec 9(2)(b)(ii) in the first 3 years) is provided for within the class of "Concession Fee". Similarly, the Concession Fee also includes the concession activity fee which is based on a percentage of Gross Annual Revenue.
Special Conditions 99-107 Cultural Monitoring Plan	PTL has sought a cap on the costs of the cultural monitoring plan (and its implementation). This is one component of the fees collectively referred to in the document as the "Administrative Fees".

	Response - The Department agrees that an annual cap is appropriate and provides PTL with the financial certainty it requires during the first three years.
Special Conditions 108-112 – Climate Change conditions	PTL wants the right to terminate the Concession if new climate change conditions materially impact its ability to carry out the Concession Activity. **Response -** There are sufficient safeguards built into the climate change condition review process to ensure that PTL has a reasonable opportunity to set out the impacts changes would have on its business. On the other hand, if PTL terminated its concession early (citing new climate change conditions as the reason) that would leave the Department prematurely to find a replacement operator. PTL has received Crown funding on the basis that it will continue to operate and has/will receive reductions in its processing fees and its administration fees which are effectively a Crown subsidy. It would be unreasonable for PTL to be able to walk-away simply because climate change conditions were being introduced. That would represent additional risk to the Crown.
Special Conditions 113 – Remediation of the Land at Termination	PTL has proposed a number of drafting changes to these clauses. In particular, defining "Legacy Improvements". **Response -** The changes are helpful to understanding the clause and have no appreciable impact on the outcomes.
Special Conditions 114 – 121 - Gross Annual Revenue and Fee setting	PTL did not seek significant changes to the drafting. However, it did ask whether the provision which allows the Grantor to use a different rent setting formula when reviewing the fees at Year 3 is standard. **Response -** The answer is "yes". This was introduced to assist in longer-term concessions where alternative rent setting mechanisms may be more appropriate for achieving a market rent. For instance, imposing a royalty or levy or fixed/minimum fee rather than simply altering the percentage of the annual gross revenue.

Main themes canvassed in iwi feedback up to 28 March 2024:
Feedback from Ngāti Rangi

Theme / Issue	Comment
The timeframes provided for commentary on the Decision Support Document and Concession Contract are unreasonable and in breach of Section 4/ Treaty Principles	**Response:** Section 4 requires the Department give effect to the principles of the Treaty of Waitangi when administering the Conservation Act 1987. Ngāti Rangi consider we have failed to give effect to Section 4 for this specific concession application, noting they have been given ess than 48 hours to provide commentary of the draft Decision Support Document and Concession Contract. We acknowledge the concession activity is occurring at a location which is of supreme cultural, spiritual, and historical significance to Ngāti Rangi.

	We extended the timeframe for Ngāti Rangi, and other iwi, to comment on the draft concession document by an additional 1.5 working days. We acknowledge this remains a short timeframe to provide feedback. The opportunity to provide feedback on the draft concession document should be contextualised within the wider engagement we have undertaken with Ngāti Rangi on matters relating to RAL since October 2022, and specifically since we received the concession application. Ultimately, while we acknowledge our timeframes for engagement at the end of the process have been short, we are constrained by external timeframes. Conditions relating to the three-year review, cultural monitoring, and the Cultural Impact Assessment are ntended to ensure there are ongoing opportunities for iwi to consider how the activity is being undertaken and have been under discussion for several months. Further analysis on this matter is ncluded in the decision report.
Clarity that any condition that refers to 'Treaty Partner' or 'Iwi/Hapū' applies to Ngāti Rangi	**Response:** We note the concession document does not specifically ist which Iwi/Hapū are deemed to be the relevant 'Treaty Partner' or 'Iwi/Hapū'. We do not consider we need to list each Iwi/Hapū that qualify as 'Treaty Partner' or 'Iwi/Hapū' in the concession document. However, we give reassurances that not listing the specific Iwi/Hapū in the concession document does not remove our statutory responsibilities to identify and engagement with relevant wi/Hapū during the operation of this concession. Changes have been made to ensure that references to Māori groups is consistent. The phrase "Treaty Partners" or "relevant Treaty Partners" is therefore applied throughout the document in preference to "tangata whenua", or "iwi and hapū". We have noted in the recitals of the concession iwi and hapū with a strong connection to the Maunga.
Clarity the concession does not exempt the Concessionaire from requiring the necessary resource consents required under the Resource Management Act 1991	**Response:** This request is likely born of confusion regarding the effect of section 17P of the Conservation Act. The purpose of s17P s to simply make it clear that leases granted by the Minister of Conservation in respect of public conservation land do not amount to subdivisions. Were it not for this section, long-term leases would trigger the need for subdivision consents. It is recommended that no change is made to the concession. Assuming the concern from Ngāti Rangi is that the Concessionaire complies with the RMA the answer is that clause 15 of Schedule 2 requires the Concessionaire to comply with all relevant laws affecting the concession activity. The RMA is but one of those.
Request to see copy of Pest Management Plan (Schedule 2 – Clause 9)	**Response:** Pest management strategies, for the purposes of clause 9, are strategies produced under the Biosecurity Act. They are publicly available. Iwi engagement in the production or review of national or regional pest management strategies sits outside the scope of the concession process. Accordingly, no change is required to clause 9. The Department recognises that iwi may be nterested to understand the content of those documents, however.
Concessionaire to obtain views of Iwi/Hapū in development of	**Response:** We are supportive of the proposed amendments that any such advertising or promotional materials utilised by the Concessionaire obtain the views of tangata whenua.

advertising or promotional materials (Schedule 2 – Clause 12)	We also note an additional clause in Schedule 3 (Special Condition 44 and 45) that highlights the Concessionaire must consult with wi/Hapū in for any interpretation materials. Signage 44. Clause 12.1 of Schedule 2 is deleted and amended to read: "12.1 The Concessionaire may, without the Grantor's prior approval, erect or display signs or advertising on authorised structures on the Lease Land and, upon the Licence Land, may erect or display signs that but only those that relate to the safe and efficient operation of the activity (and limited to temporary events). At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal." Interpretation Materials and Cultural Values 45. If the Concessionaire intends to undertake or provide any written interpretation materials (panels, brochures, signage, etc.) that include reference to Māori/iwi cultural values of the area, then the Concessionaire is required to consult the relevant Treaty Partner(s) in advance of producing the items.
Iwi/Hapū will be consulted by the Grantor when various conditions are enacted and/or should be enacted.	**Support:** We consider consultation is reasonable. We note consultation does not diminish or delegate the Grantor's decision-making powers to decide the outcome of these conditions. Ngāti Rangi are seeking they be consulted by the Grantor: • on any additional consents granted to erect or alter structures on the Land (Schedule 2 – Clause 11) • on any changes to Annual Work Plan (Schedule 3 – Clause 22) • on snowmaking/use of snow-making equipment (Schedule 3 – Clause 35) • on the use of explosives for avalanche management (Schedule 3 – Clause 37 – 38) • on the appointment of a person to undertake the Cultural Impact Assessment (Schedule 3 – Clause 86) • on the scope of the Environmental Monitoring Plan (Schedule 3 – Clause 10)
Iwi/hapū be provided the finalized Environmental Monitoring Plan for review (Schedule 3 – Clause 67)	**Response:** This is a reasonable request. Providing a copy of the Environmental Plan does not diminish or delegate the Grantor's decision-making powers nor does it place an onerous burden on the Concessionaire. Special Condition 71, Schedule 3 now reads: Within 12 months of the Ecological Assessment being completed, the Concessionaire (at its expense) must provide the Grantor with an environmental plan (Environmental Plan). This Environmental Plan will describe what steps the Concessionaire proposes to

	employ in order to protect sensitive areas identified by the Ecological Assessment, keep the land free of weeds, control invasive animal species and monitor the efficacy of the protective measures proposed. The Grantor may share the Environmental Plan with relevant Treaty Partners.
Iwi/Hapū be reimbursed for engagement in the Cultural Impact Assessment (Schedule 3 – Clause 88)	**Response:** The concession is drafted to enable the Grantor to seek reimbursement from the Concessionaire for the Grantor's costs ncurred in producing the Cultural Impact Assessment (refer Special Con 92). Where the Grantor determines that it is appropriate to ncur costs associated with engaging with Treaty Partners (or appoints a Treaty Partner to produce the review) the Grantor may do so, and those fees can be reimbursed by the Concessionaire so ong as the Administrative Fees Cap is honoured. That noted, it would place an unknowable (and potentially unreasonable) burden upon the Concessionaire if it was required to directly reimburse Treaty Partners for any costs they might incur to engage in consulting on the Cultural Impact Assessment.
Iwi/Hapū decide if the requirement for the Cultural Impact Assessment is waived (Schedule 3 – Clause 93)	**Response:** We cannot delegate or co-share the Grantor's decision-making powers. We propose that, where possible, conditions be amended to reflect that we will engage with iwi/hapū (where reasonable) on to decision to waive the need for a Cultural Impact Assessment, but final decision-making sits with the Grantor.
A critical concern for Ngāti Rangi in our engagement over voluntary administration of Ruapehu Alpine Lifts was that appropriate remediation was provided on termination of the concession arrangement. At that time, the Crown committed to doing so. We ask that, given this commitment falls outside of matters to be covered in the concession document, the Department confirms the Crown's commitment to remediate the land should the structures become surplus to requirements.	**Response**: We have accepted the accounting liability for the removal of infrastructure. A commitment to remove surplus nfrastructure was made under the previous Government. We recommend you seek commitment from Cabinet before commenting on this matter.
It appears that Ngāti Rangi has only been provided with the Tūroa Ski Area	**Response:** We are not varying the Whakapapa concession at this time to incorporate any edits.

concession. We ask for a copy of the Whakapapa concession and that our edits are applied in respect of that document also.	

Feedback from Uenuku

Theme / Issue	Comment
Supportive on the basis there is adequate cultural monitoring and 3-year review	**Support:** Uenuku are supportive of the proposed concession conditions, with specific focus on: • Grantor to undertake a 3-year review of the concession. • Establishment of Cultural Monitoring. • Undertaking a Cultural Impact Assessment that informs the 3-year review, and any future Cultural Monitoring. Uenuku consider these conditions will afford iwi/hapū the opportunity to participate in the ongoing review and management of any cultural impacts that may arise from the concession activity.

Feedback from Ngāti Haua

Theme/ Issue	Comment
Amend various conditions to ensure they are referring to, or adhering to, various Treaty Settlements, Deeds of Settlement, and Agreements in Principle.	**Response:** The onus is on the Department/Minister to ensure that any concession granted (and any associated concession conditions provided) are consistent with the Treaty Settlement legislation, Deeds of Settlement, and Agreements in Principle. It is not appropriate for the Concession to devolve those obligations to the Concessionaire.
Iwi/hapū can decide when conditions are enforced, and/or if conditions have been met	**Response:** There are multiple amendments through the contract requesting iwi/hapū either have: • Shared or joint decision-making power alongside the Grantor for whether a concession condition has been complied with or should be complied with. • Exclusive decision-making power (independent of the Grantor), for whether a concession condition has been complied with, or should be complied with. n summary this relates to: • Deciding if the concession can be Assigned (Schedule 2 Clause 8). • Deciding if Co-Siting can occur (Schedule 2 Clause 30). • Deciding if a concession should be suspended or terminated because the concession breaches kawa and tikanga, and/or is a risk to public safety (Schedule 2 Clause 18 and Clause 19). • Deciding when vegetation clearance can occur on site (Schedule 9 Clause 9).

	• Deciding when structures can be erected, altered, or removed on site (Schedule 2 Clause 11). • Deciding how contaminants on the Land are managed (Schedule 3 Clause 18) • Deciding the scope of the Environmental Monitoring Plan (Schedule 2 Clause 10). • Deciding if a Cultural Impact Assessment is not required (Schedule 3 Clause 93). • Deciding if explosives can be used to manage Avalanches (Schedule 3 Clause 37). The Minister cannot delegate or co-share the Ministers powers or functions. That noted, conditions have been amended to identify explicit situations where Treaty Partners will be consulted prior to decisions being made by the Minister.
Iwi/hapū receive costs for any decision-making undertaken (Schedule 2 Clause 8 and Clause 10, Schedule 3 Clause 1(c)).	**Response:** In line with the above, iwi/hapū have requested they receive final compensation/payment when deciding whether a condition has been complied with or should be complied with. The Minister cannot delegate or co-share powers. Accordingly, amendments intended to recompense wi/hapū for decision making are not appropriate. There is however some scope for the Grantor requiring the Concessionaire to reimburse the Grantor if the Grantor ncurs iwi-related expenses. It is notable though that the concession does not require the concessionaire to make any direct payments to iwi. It is considered inappropriate to mpose such an obligation particularly where the scale and duration of engagement with iwi is unknown. The concession is drafted to enable the Grantor to seek reimbursement from the Concessionaire for the Grantor's costs incurred in producing the Cultural Impact Assessment (refer Special Condition 92). Where the Grantor determines that it is appropriate to incur costs associated with engaging with Treaty Partners (or appoints a Treaty Partner to produce the review) the Grantor may do so, and those fees can be reimbursed by the Concessionaire so long as the Administrative Fees Cap is honoured. That noted, it would place an unknowable (and potentially unreasonable) burden upon the Concessionaire f it was required to directly reimburse Treaty Partners for any costs they might incur to engage in consulting on the Cultural Impact Assessment.
Advertising and promotional materials used by the Concessionaire must have regard to the views of iwi /hapū (Schedule 2 – Clause 12)	**Response:** The Department draws attention to the following clauses which address Māori cultural values and the Concessionaire's reference to them: Clause 12, Schedule 2 – encourages the Concessionaire to seek iwi input when producing advertising material; Clause 12.4, Schedule 2 reads:

	12.4 The Concessionaire is encouraged to obtain information from and have regard to the views of relevant Treaty Partners. Special Condition 45, Schedule 3 – requires the Concessionaire to consult with relevant Treaty Partners if it ntends to refer to Māori/iwi values about the area in its written materials. <u>Special Condition 45, Schedule 3 reads:</u> If the Concessionaire intends to undertake or provide any written interpretation materials (panels, brochures, signage, etc.) that include reference to Māori/iwi cultural values of the area, then the Concessionaire is required to consult the relevant Treaty Partner(s) in advance of producing the items. Special Condition 55, Schedule 3 – encourages the Concessionaire to consult iwi or hapū prior to producing any film products if Māori cultural values are referred to in the film. <u>Special Condition 55, Schedule 3 reads:</u> Promotional filming by the Concessionaire (including its agents and contractors) is allowed to the extent that it is for the purpose of promoting the activities which the Concessionaire is permitted to undertake under this Concession. Where reference is made to Iwi or Māori cultural values regarding the Land in the film product the Concessionaire is encouraged to consult with the relevant Treaty Partners prior to producing the film product. For the avoidance of doubt, this Concession does not permit filming or photographing activities for the purpose of creating a purchasable product (such as a photograph or video pack). The Grantor's prior approval for any other filming such as marketing or commercial filming by, and for, any third parties is required separately (e.g. ski equipment brands, advertisements or television shows).
The Concessionaire informs iwi/ hapū of any Health and Safety issues during the Concession (Schedule 2 – Clause 14)	**Response:** The purpose of requiring a Health and Safety plan and informing the Department where natural disasters are encountered is to enable the Department, as land manager, to take steps to protect the public. Notifying wi/hapū as well is likely to create an unnecessary administrative burden and it is difficult to see how the condition would meaningfully address the effects of the concession activity. The Department will inform iwi/hapū of such events, as reflects existing protocols/ways of working in the Tongariro area. As this is part of our relationship with iwi/hapū, it should not be reflected in the concession.
Repercussions for the Concessionaire if they bring	**Response:** Ngāti Haua have not proposed an amendment to the contract, only sought clarification whether there are

dangerous/hazardous materials onto the Land (Schedule 2 - Clause 14.6(j))	penalties for the Concessionaire breaching this concession. Attention is directed to clause 9.3, 14.6(j) and 15.1(b). Failure to comply with conditions may result in termination or suspension of the concession.
Request the concession be carried out *"in a manner consistent with the Conservation Act 1987, Treaty Settlement legislation, and tikanga and kawa"*, and if this does not occur, the concession be suspended or terminated.	**Response:** Ngāti Haua have proposed a number of amendments stating that the concession activity must be undertaken/the concessionaire must comply with the Conservation Act 1987 and Treaty Settlement legislation, as well as Deeds of Settlement and Agreements in Principle and tikanga and kawa. The Department's position is that the concession document already requires the Concessionaire to comply with legislation to the extent that the law controls its activities or use of the land. The Settlement Acts (be they current or future) are captured by that default provision. ndeed, the Concessionaire would be obliged to comply with any pertinent legislation even if the concession was silent on the matter. That noted, it is difficult to see what aspects of the existing Settlement Acts do apply directly to a Concessionaire and it would be inappropriate to transmit duties held by the Crown to a private entity. In addition, the Concessionaire cannot reasonably be required to comply with Agreements in Principle nor Deeds of Settlement which are not themselves legislation since those documents do not operate as law. Furthermore, the concession document makes clear it is governed by New Zealand Law. Tikanga and kawa can be part of the law but when and how is context dependent. Requiring a Concessionaire, the Minister and the Department to comply (at all times) with tikanga and kawa may amount to a power of veto and could result in a level of commercial and operational uncertainty that is unlikely to be workable for the Applicant. There would also be questions as to how Ngāti Haua's tikanga interacts with other iwi/hapū.
The Land be returned to its 'original state' if specific conditions are enacted (Schedule 2 Clause 9).	**Response:** Iwi/hapū have requested that when specific actions are undertaken (such as the removal of structures) the Land be returned to its 'original state'. Adequate provision is made to reinstatement of the land via clause 9.7 and special condition 16 and special condition 113 (which supplants clause 20 of Schedule 2). Special Condition 16 Further and in addition to clause 9.7 of Schedule 2, if, during the Term, any structures on the Land are materially underutilised, defunct or surplus to the Concessionaire's needs (Surplus Improvements) (other than by reason that the skifield is temporarily unable to operate due to weather or snow conditions beyond the Concessionaire's control): (a) the Concessionaire must immediately notify the Grantor; and (b) if required by the Grantor, the Concessionaire must:

	i. promptly remove the structures Surplus Improvements, make good any damage to the Land and leave the Land and any other public conservation land affected by the removal, in a clean and tidy condition; and ii. replant the areas affected by the removal with indigenous vegetation of the same types, abundance and diversity as found generally on the Land. For the purposes of this Special Condition, structures include, but are not limited to, buildings, signage. , fences, services, facilities, utilities, underground services, plant, equipment or similar installed by the Concessionaire during the Term and/or pre-existing structures referred to in Special Condition 13 above but excluding the structures referred to in Special Condition 14(a) and (b) above (other concessionaires' structures and the Ngā Wai Heke lift). Special Condition 11, In order to comply with its obligations under the Health and Safety at Work Act 2015 to eliminate or minimise risks to health and safety so far as is reasonably practicable, the Concessionaire may, when undertaking activities such as slope safety, car park, snow grooming and avalanche control work, control, limit or restrict public access to the specific area of the Land where the activity is to be carried out for a period not exceeding 2 days.
Stylistic changes regarding order of clauses / structure of document	**Response:** There are multiple requests to change the flow or structure of the document. We are satisfied that the content and framing of the document is understood by the Applicant. Further amendments are likely to confuse matters.
Stylistic changes regarding clarity on 'key terms' or scope of conditions (Schedule 3 Clause 1, Clause 13, Clause 19, Clause 31)	**Response:** Ngāti Haua have identified there are various conditions which talk about *"maintaining"* and *"repairing"* structures on the Land (during the operation of the Concession). There are concerns these terms are ambiguous about such activities would result in the Concessionaire needing additional consents or approvals from the Grantor (such as an Approved Works Plan). We consider the proposed conditions are reasonable and note there are conditions in Schedule 2 and 3 that set out when separate approvals (outside of the Concession/authorised concession activity) are required. Moreover, the Annual Works Plan process will alert the Department to any proposals which may fall beyond the scope of the current concession and therefore require formal approval.
Definition of what constitutes as 'Legislation' or 'Acts'.	**Response:** Ngāti Haua have identified various conditions which talk about the concession and/or Concessionaire complying with *"Legislation"* and "*Acts*". These terms are used interchangeably; sometimes there is the specific isting of legislation (such as the Conservation Act 1987 or the National Parks Act 1990).

	Ngāti Haua have requested any conditions that refer to *"legislation"* or *"Acts"* list the relevant legislation, including Treaty Settlements, Deed of Settlement, and Agreements n Principle. The Department does not support this request, noting a breath of legislation is applicable to the concession and it would be cumbersome to list all legislation in such detail. Moreover, for reasons noted above, it is inappropriate to devolve Crown obligations under settlement legislation to private entities.
Confirmation the concession term is 10 years, and there is no right of renewal for the concession	**Response:** The contract (per Schedule 1 Item 3 – Item 5) clearly states when the concession commences, when it ends, and that there is no right of renewal.
Remove Concession Fee Review Dates (Schedule 1 - Item 13)	**Response:** The Department does not accept the recommendation to remove fee review dates on the basis the concession *might* be terminated. The Conservation Act requires that concession fees be reviewed at least every three years. It is therefore appropriate to set dates which align with that requirement throughout the life of concession.
State which iwi and hapū have interests in the Land and/or should be consulted with (Schedule 2)	**Response:** The concession document does not specifically list which Iwi/Hapū are deemed to be the relevant 'Treaty Partner' or 'Iwi/Hapū'. We do not consider we need to list each Iwi/Hapū that qualify as 'Treaty Partner' or 'Iwi/Hapū' in the concession document. Indeed, new Treaty Partners may emerge during the life of the concession as a result of Treaty Settlements. Not listing the specific Iwi/Hapū in the concession document does not remove our statutory responsibilities to dentify and engagement with relevant iwi/hapū during the operation of this concession.
Reassurance any consents granted under the Concession will be compliant with Treaty Settlement obligations (Schedule 2 - Clause 1)	**Response:** We consider there are multiple conditions that outline the Grantor's requirements for granting any consents under this concession. As part of the decision-making process the Grantor will need to ensure any consents are consistent with the Conservation Act 1987 as well as other legislative requirements (inc. Treaty Settlements).
Ability of iwi/hapū to enter and inspect the Land (for various purposes, including monitoring of the Concession), at all (Schedule 2 - Clause 3.2)	**Response:** It is the Grantor's responsibility to enforce and monitor the terms of the concession. It is inappropriate to devolve (or attempt to devolve) the power of enforcement to a third party. The Department does support there being scope for iwi members to support the Department cultural monitoring activities. Such contracting arrangements will however be carefully scoped, and the roles defined. Refer to Special Conditions 99 to 107.
An Environmental Monitoring Plan and Environmental Monitoring is <u>mandatory</u> (Schedule 2 - Clause 10)	**Response:** Within the first 12 months the Concessionaire s required to produce an Ecological Assessment and, within 2 years, an Environmental Plan (Special Conditions 64 to 71). In addition, the Grantor retains the ability to require environmental monitoring to be done either by the Concessionaire or by the Department with reimbursement by the Concessionaire. The Department considers that is

	sufficient to provide ongoing assessment of impacts during the term.
Clarity on what is terminated if the Grantor's structures/facilities are damaged (Schedule 2 – Clause 16)	**Response:** The Department's position is that the context n which "terminate" is used throughout Clause 16 means it s self-evident that it refers to termination of the Concession. No further amendments are required.
Various concerns about when the Concession is terminated or expires (Schedule 2 – Clause 20)	**Response:** Special Condition 113 replaces the standard condition 20. The Department's position is that concerns raised by Ngāti Haua in relation to Clause 20 are properly addressed via the replacement.
Request that Tūnuake of Te Hunga Roia Māori/the Māori Law Society appoint any dispute arbitrator instead of the President of the New Zealand Law Society (Schedule 2 – Clause 23)	**Response:** The power of appointment is appropriate in the circumstances. The New Zealand Law Society is ndependent of the Department and is the national regulator of the legal profession in New Zealand.
The Concessionaire not have exclusive or priority rights over any provided in current or future Treaty Settlements (Schedule 2 – Clause 29)	**Response:** The Concession would (if granted) give the Concessionaire exclusive occupation rights in respect of the Lease Land and the right to undertake operations on the Licence Land. Granting those rights, provided the tests n the National Parks Act and the Conservation Act are met, is within the Grantor's power. Ngāti Haua's suggested changes to clause 29 would render those rights uncertain. f those rights are to be removed or altered the appropriate mechanism is via specific Treaty Settlement Legislation.
Removal of Guarantee/Guarantor (Schedule 2 – Clause 30)	**Response:** There is no guarantee required. Removing the clause however is not necessary and would have flow-on consequences for the remainder of the document.
Co-Siting (Schedule 2 – Clause 31)	**Response:** Ngāti Haua seeks a right of veto in respect of the ability to approve co-siting. The Department's position s that devolving or deferring the Grantor's statutory functions is not appropriate. Other changes requested are not considered necessary or appropriate.
Registering the Concession under the Land Transfer Act 1952 (Schedule 2 – Clause 33)	**Response:** Ngāti Haua seeks a right of veto in respect of the ability to register the Concession under the Land Transfer Act 1952. The Department's position is that devolving or deferring the Grantor's statutory functions is not appropriate. Other changes requested are not considered necessary or appropriate.
Seeking clarity about the carrying capacity of the Activity (Schedule 3 – Clause 1, and Schedule 3 – Clause 4)	**Response:** The proposed condition outlines an expectation that PTL will ensure its facilities can serve **up to** 5500 persons per day. This is to ensure that adequate facilities are (and continue to be) available to visitors as compared with those provided by RAL. The condition does not however set a cap on visitor numbers and nor does it require the Concessionaire to provide facilities for more than that number. The Concessionaire, in any event, has imited capacity to control all access to the Land since the public can come and go. If the Concessionaire wishes to ncrease the number of structures or to upgrade them to accommodate a larger number of visitors than the current facilities can accommodate it will require a variation. The

	potential impact on visitor numbers can then be assessed and the application declined, or suitable controls imposed n the event that the impacts of additional capacity is undesirable. The current TNPMP anticipates skier numbers of 5500 stating that this is the "comfortable carrying capacity" (page 202). The description of the concession activity in Special Condition 1(a) includes a limitation of operating the lifts to a capacity of 5500 visitors per day, noting that not all people using the facilities are "skiers".
Seeking amendments to require snow making and snow grooming to be performed according to tikanga (Schedule 3 – Special Condition 1(e))	**Response:** The Department considers that Special Conditions 39 and 40 suitably address the impacts of snow making and snow grooming.
New Special Condition 3 – Grantor to determine whether activities are within the scope of the Concession with reference to s4.	**Response:** An amendment is recommended to Special Condition 1 to enable the Grantor to determine whether an activity is or is not captured within the definition of "Concession Activity". However, the Department does not consider it appropriate to refer to section 4 of the Conservation Act and Treaty Settlements for this purpose.
Cultural Induction of all persons entering the Land for the purposes of participating in the concession activity (Schedule 3 – Clause 13)	**Response:** The Department considers this unworkable and inappropriate: it is not reasonable for the Concessionaire to culturally induct all visitors to the Ski Field, noting the Land receives over 5000+ visitors each day. As noted elsewhere, to the extent that cultural values are described in written, or film materials produced by the Concessionaire iwi/hapū engagement is encouraged or required. It is the Department's position that this approach strikes the appropriate balance without mandating processes that curtail freedoms of the Concessionaire and visitors or interfere unduly with day-to-day operations.
Concern about Concessionaire's access to the Redundant Infrastructure Fund (Schedule 3 – Clause 16)	**Response**: It is not clear what concern is being raised in relation to this condition. The Special Condition simply requires the Concessionaire to remove (and pay for) nfrastructure that becomes surplus to its requirements during the life of the Concession.
Concessionaire to pay costs to rectify any leakage of contaminants on the Land (Schedule 3 – Clause 18)	**Response:** Clauses 30 and 31 require the Concessionaire to take responsibility for remediation/clean-up in the event of a spill of hazardous substances.
Iwi/Hapū to be involved in the development of the Annual Work Plan (Schedule 3 – Clause 21)	**Response:** An opportunity to consult with affected Treaty Partners has been provided for in Special Condition 24**.**
Request that preference be given to local contractors and/or Concessionaire invest in 'upskilling' local contractors (Schedule 3 – Clause 26)	**Response:** This request places an inappropriate constraint on the contracting ability of the Concessionaire and is not directly connected to conservation matters.

Iwi/Hapū to be engaged in the Ecological Assessment (Schedule 3 – Clause 60)	**Response:** The Ecological Assessment is clearly defined as being related to ecological matters. There is a separate process for assessing cultural impacts. In the event that there are any aspects of the assessment that may require reference to iwi/hapū, the Grantor has an opportunity to do so since Special Condition 60 requires the Concessionaire to consult with the Grantor.
Set timeframe of when the scope of the Year 3 Review (and what is considers) will be confirmed to ensure Grantor, Concessionaire and iwi/hapū all have clarity (Schedule 3 – Clause 71)	**Response:** Placing an arbitrary time limit on when the scope of the report is to be finalised may present difficulties for the Grantor, the Concessionaire and wi/hapū. It risks placing the Grantor in breach of the Concession for a technical non-observance. The Minister must, as always act reasonably in the circumstances in any case.
Iwi/Hapū will be consulted on the Year 3 Review report prior to its finalisation (Schedule 3 – Clause 76, Clause 77, and Clause 78)	**Response**: Special Condition 80 responds to this matter. 80. Prior to the report being finalised, the Grantor will consult with Treaty Partners on the report's findings, and any recommendations made in the report.
Ambiguity about whether the requirement for a cultural impact assessment is required for each iwi/hapū (Schedule 3 – Clause 83)	**Response:** Special Condition 90 allows all relevant Treaty Partners to be consulted prior to determining the final scope of the assessment. 90. The Grantor will determine the final scope of the Cultural Impact Assessment after consulting with all relevant Treaty Partners.
Purpose of the Cultural Impact Assessment to include Treaty Settlement Context (Schedule 3 – Clause 85)	**Response:** the Special Conditions 89 and 91 are very broad and comfortably accommodates issues around Treaty Settlements where those are pertinent.
Clarity on the timeframe in which the scope of the Cultural Impact Assessment is decided (Schedule 3 – Clause 86) and clarity on the timeframe in which the Cultural Impact Assessment must be completed (Schedule 3 – Clause 86 and Clause 90)	**Response:** Special Conditions 87 and 93 adequately address the timeframes for completion of the Cultural mpact Assessment. Namely, in sufficient time for the Year 3 Review. Special Condition 87 To support the Grantor with undertaking the Year 3 Review, the Grantor will procure a cultural impact assessment of the activities authorised in this Concession (Cultural Impact Assessment). The assessment may take the form of a single document or may be done in parts. 93. The Grantor will endeavour to complete the Cultural Impact Assessment by in sufficient time for it to be used for the purposes of the Year 3 Review.
Iwi/hapū to decide the scope of the Cultural Impact Assessment (Schedule 3 – Clause 87)	**Response:** Provision has been made to ensure that Treaty Partner perspectives are taken account when determining the scope of the assessment and in who will carry out the assessment (refer Special Conditions 88 and 90). It may not be possible for iwi to reach consensus on these matters. The Grantor will retain the power to determine

	both matters since the purpose of the report is to inform the Grantor of the cultural impacts of the concession activity. Special Condition 80 The Grantor may instruct Department of Conservation staff or an independent third-party to prepare the Cultural Impact Assessment on the Grantor's behalf and will consult with relevant Treaty Partners prior to making the determination. Special Condition 90 90. The Grantor will determine the final scope of the Cultural Impact Assessment after consulting with all relevant Treaty Partners.
Removes the requirement the Grantor notifies the Concessionaire and/or iwi/hapū the Cultural Impact Assessment is not required (Schedule 3 – Clause 95)	**Response:** Production of the Assessment relies, to a large extent, on interactions with iwi/hapū. For reasons outside the Grantor's control, it may be difficult or impossible to complete the report.
Specificity around the purpose of the Environmental Monitoring Plan, and how it incorporates cultural values (Schedule 3 – Clause 96 to Clause 104)	**Response:** The Cultural Monitoring Plan is required within the first year. It is expected that the plan will identify future-ooking monitoring activities that the Department will undertake. It may be the case that cultural monitoring takes place under the wider rubric of Clause 10. That clause allows the Grantor to require the Concessionaire to provide its own environmental monitoring plan or to pay for monitoring that is performed by the Grantor's staff/contractors.
Iwi/Hapū to be informed of any proposed amendments to the contract because of Climate Change conditions, and for the Grantor to consider any iwi/hapū comments before any such amendments are finalised (Schedule 3 – Clause 108)	**Response:** The provisions (Special Condition 111) have been amended to provide an opportunity for iwi to be nformed as/when revised conditions are proposed which would impact on the Concessionaire's greenhouse gas emissions. We consider this amendment reasonable. ` 111. Before amending the conditions of this Concession in accordance with Special Condition 110, the Grantor will provide the Concessionaire and relevant Treaty Partners the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
Concession must not be assigned and/or issues with third parties (Schedule 3 – Clause 114 and Clause 117)	**Response:** The proposed amendment to Special Condition 114 (now 117) is not required. The Concessionaire has the right to apply to assign the concession to another party, subject to the approval of the Grantor. Where appropriate, the Department will engage with iwi/hapū prior to making any such decision.
Iwi/Hapū to acquire shares (Schedule 3 – Clause 127)	**Response**: It is appropriate to retain the ability to consider shareholder changes which result in control of the Concessionaire being altered. The implications of those changes, and their impact on other iwi, cannot be known in advance.

Feedback from Patutokotoko

Theme / Issue	Comment
The name Tūroa should be protected as a taonga in the concession	**Response:** We will include commentary on the front page of the concession that we understand the name Tūroa is a taonga to the Tūroa whānau. H. The Concessionaire acknowledges that the Land may be the subject of Treaty of Waitangi claims. The Grantor acknowledges that the Tūroa whānau considers the name Tūroa to be its taonga.
The timeframes provided for commentary on the Decision Support Document and Concession Contract are unreasonable and in breach of Section 4/ Treaty Principles	**Response:** Section 4 requires the Department give effect to the principles of the Treaty of Waitangi when administering the Conservation Act 1987. Patutokotoko consider we have failed to give effect to Section 4 for this specific concession application, noting previously agreements (provided last year) to resolve issues around the management and operation of the Ski Field have not been forthcoming. We extended the timeframe for Patutokotoko, and other iwi and hapū, to comment on the draft concession document by an additional 1.5 working days. We acknowledge this remains a short timeframe to provide feedback. The opportunity to provide feedback on the draft concession document should be contextualised within the wider engagement we have undertaken with Ngāti Rangi on matters relating to RAL since October 2022, and specifically since we received the concession application. Ultimately, while we acknowledge our timeframes for engagement have been short at the end of the process, we are constrained by external timeframes. Conditions relating to the three-year review, cultural monitoring, and the Cultural Impact Assessment are intended to ensure there are ongoing opportunities for iwi to consider how the activity is being undertaken. Further analysis on this matter is included in the decision report.
Iwi/hapū can decide when various conditions are enacted and/or should be enacted, and the outcome of any decisions for these conditions.	**Alternative Proposal:** Patutokotoko have requested 'input' or 'involvement' for various concession conditions (re; when they are enforced/invoked). The use of the terms 'input' and 'involvement' does not indicate if (a) Patutokotoko seek Iwi/Hapū to co-share the Grantor's decision-making powers for these concession conditions or if (b) Patutokotoko seek Iwi/Hapū to be delegated the Grantor's decision-making power. Areas of interest for 'input' or 'involvement' include: • Assignment of the Concession (Schedule 2 - Clause 8) • Suspension of the Concession (Schedule 2 - Clause 18) • Termination of the Concession (Schedule 2 - Clause 19) • Dispute Resolution/Arbitration (Schedule 2 - Clause 23) • Co-Sitting (Schedule 2 - Clause 30) • Selection of Contractors by Concessionaire (Schedule 3 - Clause 26) • Management and response to hazardous/dangerous materials on the land (Schedule 3 - Clause 27)

	• Terrain Modification (Schedule 3 - Clause 31) • Snowmaking/ Snowmaking equipment (Schedule 3 - Clause 35) • Filming on the Land (Schedule 3 – Clause 51) • Accidental Discovery Protocols (Schedule 3 - Clause 59) • Cultural Monitoring (Schedule 3 – Clause 96) The Minister cannot delegate or co-share the Grantor's decision-making powers. That noted, amendments have been made to dentify key opportunities where iwi/hapū input ought to be sought prior to decisions being made by the Minister. Section 4 may require (on a case-by-case basis) that iwi/hapū input is sought at other times as well. However, the context and circumstances that exist at the time will need to be evaluated by the Grantor and, at that point, a decision made as to whether engagement with Treaty Partners is appropriate and, if so, how that engagement ought to take place.
State which iwi and hapū have interests in the Land and/or should be consulted with during the concession.	**Response:** Defining, with precision, which iwi ought to have input (or not) is problematic as it may be context dependent. There is also a risk that the definition will inadvertently exclude Treaty Partners (for instance Post Settlement Governance Entities yet to be established). Accordingly, throughout the concession, where there is reference to "Treaty Partners" there is usually also a qualifier "relevant". We have updated the Recitals in the concession document to include iwi and hapū that have a strong nterest in the Maunga. I. The Concessionaire and the Grantor acknowledge that the following Māori entities have particular connection with the Maunga: Ngāti Rangi, Te Korowai o Wainuiārua, Ngāti Tūwharetoa, Patutokotoko , Te Pou Tupua.
No recognition of Treaty Settlement in the concession contract	**Response:** During the decision-making process, the Grantor must ensure the concession is consistent with the relevant statutory provisions (including Treaty Settlement). We do not consider the concession must explicitly state what Treaty Settlements are relevant to the concession, and whether these have been complied with.
Ambiguity about cost recovery of work undertaken by Iwi/Hapū	**Response:** As noted in relation to Ngāti Haua's feedback, the concession is drafted to enable the Grantor to seek reimbursement from the Concessionaire for the Grantor's costs ncurred in producing the Cultural Impact Assessment (refer Special Condition 92) and cultural monitoring. Where the Grantor determines that it is appropriate to incur costs associated with engaging with Treaty Partners (or appoints a Treaty Partner to produce the review or to undertake the monitoring) the Grantor may do so, and those fees can be reimbursed by the Concessionaire so long as the Administrative Fees Cap is honoured. That noted, it would place an unknowable (and potentially unreasonable) burden upon the Concessionaire if it was required to directly reimburse Treaty Partners for any costs they might incur to engage in consulting on the Cultural Impact Assessment or cultural monitoring.
Provide clause to protect use/ commercialisation of	**Response:** It is not reasonable for the concession document to require Pure Tūroa Limited to amend its company name/trading name. However, the Department draws attention to the following

Tūroa name, and that use be at the sole discretion of the Tūroa whānau	clauses which address Māori cultural values and the Concessionaire's reference to them: Clause 12, Sch 2 – encourages the Concessionaire to seek iwi nput when producing advertising material; Special Condition 45 – requires the Concessionaire to consult with relevant Treaty Partners if it intends to refer to Māori/iwi values about the area in its written materials. Special Condition 55 – encourages the Concessionaire to consult wi or hapū prior to producing any film products if Māori cultural values are referred to in the film. t is the Department's position that otherwise controlling the use of a word which is in the public domain and describes the geographical location of the field is not appropriate nor reasonable. The Department encourages Pure Tūroa Limited and Patutokotoko/the Tūroa whānau to reach an agreement about the use of the name Tūroa.
The Concessionaire's quiet enjoyment of should not undermine rights and interests of mana whenua and park users (Schedule 2 - Clause 3)	**Response:** The Department considers that mana whenua are not unreasonably excluded from use of the skifield. In particular, Schedule 2 Clause 29 makes clear that: *"Nothing expressed or implied in this Concession is to be construed as ... affecting the rights of the Grantor and the public to have access across the Licence Land."* n relation to the Leased areas, it would not be reasonable (and is contrary to the very nature of a lease) to provide ongoing access for third parties, including iwi/hapū to those limited zones. It is acknowledged that if iwi/hapū wish to utilise the Concessionaire's ifts or other services they will be required to pay the Concessionaire (if it seeks a payment). It is notable that Special Condition 8 permits the Concessionaire to only charge a "reasonable" amount. Moreover, no standalone charge can be made for use of the carpark without the Grantor's approval. In this way, continued public access to the area is maintained.
The term should provide certainty in relation to the ability of Grantor and grantee to negotiate future terms (Schedule 2 - Clause 4)	**Response:** There is no right of renewal. The term will expire on 31 March 2034. The only scope for extending the term is (a) the Grantor allowing the Concessionaire to remain at the end on a month-to-month tenancy; (b) the Concessionaire being permitted (under s17ZAA) to remain while it awaits the outcome of its request for a new concession; (c) the Applicant seeking to vary the concession during the life of the current concession, in which case the application would be dealt with as though it were seeking a new concession.
Clarity on the quantum of the concession fee and recovery of fee (Schedule 2 - Clause 5)	**Response:** The draft concession provided to iwi and hapū did not contain details as to the fees structure. The fees structure will be clearly set out in the final concession document. However, where appropriate, commercially sensitive information may be withheld.
Environmental protection (including monitoring) clauses in Schedule 2 should reflect local operating constraints and issues, including interests of iwi and hapū interests	**Response:** Schedule 2 contains standard concession clauses. Where the specific features or constraints at Turoa require bespoke clauses these have been produced in the Schedule 3 Special Conditions. The Special Conditions traverse an array of matters unique to Turoa. It is the Department's view that the standard clauses, coupled with the Special Conditions do address the impacts of the concession activity.

(Schedule 2 - Clauses 9-10)	
Advertising clauses require stronger requirement for mana whenua input (Schedule 2 - Clause 12)	**Response:** The Department draws attention to the following clauses which address Māori cultural values and the Concessionaire's reference to them: • Clause 12, Schedule 2 – encourages the Concessionaire to seek iwi input when producing advertising material; • Special Condition 45, Schedule 3 – requires the Concessionaire to consult with relevant Treaty Partners if it intends to refer to Māori/iwi values about the area in its written materials. • Special Condition 55, Schedule 3 – encourages the Concessionaire to consult iwi or hapū prior to producing any film products if Māori cultural values are referred to in the film.
Failure to include a Surety/Bond (Schedule 2 – Clause 30)	**Response:** The Grantor has the discretion to decide if a Surety/Bond is required for this concession. It is notable that the Crown has undertaken to accept responsibility at the end of the Term for pre-existing structures (RAL's buildings and structures). At this stage, PTL is not seeking permission to add or modify any structures. As or when it does apply the Grantor can revisit matters and determine whether a bond, surety or other reassurance is appropriate. In the interim, PTL is only obliged to arrange for removal of structures that it ceases using during the Term (the "Surplus Structures"). Under current circumstances it is not considered necessary for a bond or surety to be imposed.
Exclusion of Ngā Wai Heke lift – its future (Schedule 3 - Clause 1)	**Response:** The Ngā Wai Heke lift is intentionally excluded from the list of items that the Concessionaire may use and maintain. The Crown has accepted that responsibility for removal of the Ngā Wai Heke lift resides with the Crown. (Special Conditions 1 and 9 refer).
Seeking clarity about the carrying capacity of the Activity (Schedule 3 – Clause 1, and Schedule 3 – Clause 4)	**Response:** The proposed special condition outlines an expectation that PTL will ensure that its facilities can serve **up to** 5500 persons per day. This is to ensure that adequate facilities are (and continue to be) available to visitors as compared with those provided by RAL. The special condition does not however set a cap on visitor numbers and nor does it require the Concessionaire to provide facilities for more than that number. The Concessionaire, in any event, has limited capacity to control all access to the Land since the public can come and go. If the Concessionaire wishes to increase the number of structures or to upgrade them to accommodate a larger number of visitors than the current facilities can accommodate it will require a variation. The potential impact on visitor numbers can then be assessed and the application declined or suitable controls imposed in the event that the impacts of additional capacity is undesirable. The current TNPMP anticipates skier numbers of 5500 stating that this is the "comfortable carrying capacity" (page 202). The description of the concession activity in Special Condition 1(a) ncludes a limitation of operating the lifts and facilities to a capacity of 5500 visitors per day, noting that not all people are "skiers".

Control of wastewater (Schedule 3 – Clause 46)	**Response:** We consider the wastewater provisions are adequate for the concession.
Iwi/Hapū to be consulted on the Ecological Assessment (Schedule 3 – Clause 60)	**Response:** The ecological assessment special conditions are appropriate given the nature and subject matter of the nvestigation. The findings of the review will be considered during the Year 3-Review and there is opportunity for iwi/hapū to offer feedback at that time.
Iwi/Hapū will be consulted on the Year 3 Review report prior to its finalisation (Schedule 3 – Clause 70)	**Response:** There is opportunity for Treaty Partners to provide comment before the scope of the Year 3 Review is set and prior to the Review being finalised. (Refer to special conditions 74 and 80. 74. Prior to undertaking the Year 3 Review, the Grantor will consult with Treaty Partners on the scope of the review to identify any areas of concern or interest to them. 80. Prior to the report being finalised, the Grantor will consult with Treaty Partners on the report's findings, and any recommendations made in the report.
Iwi/hapū to decide the scope of the Cultural Impact Assessment (Schedule 3 – Clause 83)	**Response:** The purpose of the Assessment is to inform the Grantor on cultural matters that impact the concession. The Grantor retains ultimate decision-making power in respect of the scope of the Cultural Impact Assessment however amendments to Special Condition 90 make it clear that the Grantor will consult with relevant Treaty Partners prior to finalising the scope. 90. The Grantor will determine the final scope of the Cultural Impact Assessment after consulting with all relevant Treaty Partners.
Climate Change conditions limited in scope and should anticipate a future desire to develop infrastructure higher up (Schedule 3 – Clause 105)	**Response:** The applicant has sought permission to continue operating the existing facilities for the next 10 years. If adjustments to the number, location of facilities is required or changes to the types of use are thought necessary to accommodate the impacts of climate change the Concessionaire will need to seek approval. If, for instance, the Concessionaire felt t necessary to add a new lift because of retreating snowlines it would require a variation to the concession. It could not make changes without the Grantor's approval. That affords the Grantor a further opportunity to consider any proposals that are designed to respond to climate change. This is evident to, and understood by, the Applicant. The Applicant has, nonetheless, decided to seek approval to continue the activities previously undertaken by RAL. On the other hand, if there are changes that are appropriate to manage the concessionaire's own GHG emissions for instance, the current conditions provide scope for adjusting after consulting with the Concessionaire.
Ambiguity over Remediation of land (Schedule 3 – Clause 111)	**Response:** As noted above, the Crown has undertaken to accept responsibility at the end of the Term for pre-existing structures (RAL's buildings and structures). The Applicant is not seeking permission to add or modify any structures. In the event that the Applicant added new structures it would be responsible for their removal and specific provisions (such as a bond or surety) may be considered at that stage. If the Concessionaire ceases using

	RAL's structures during the term it is required to promptly remove them and reinstate the land.

Appendix 6 – Memo Application ready to notify

Date: 12 December 2023

To: Stef Bowman, Permissions Regulatory Delivery Manager

From: Lynette Trewavas, Senior Permissions Advisor

Subject: Recommendation to Publicly Notify Concession Application: *Pure Tūroa Limited 109883-SKI*

Purpose

To make a decision to publicly notify the application.

Context

On 11 December 2023 Pure Turoa Limited applied for a 30-year lease/licence for the operation of recreational and tourism activities within the current Turoa ski area boundaries. The Turoa Ski Field was previously operated by Ruapehu Alpine Lifts (RAL) until they entered receivership in 2022. A lease has been requested over all buildings and the base Plaza area with the remaining area covered by a licence. There are no significant changes to the activities included in the previous licence held by RAL.

The Applicant was requested to provide the Department of Conservation Aircraft Application form and Filming form 5a which were not provided in the original application form. These were provided on 12 December 2023.

The Tongariro District Operations have reviewed the application and consider all information from an Operations perspective is included. The Permissions team consider the application includes all the required information under section 17S of the Conservation Act 1987 (the Act) and is ready for public notification.

Section 17SC requires the Minister/delegate to publicly notify an application for: a) a lease; or b) a licence for a term of more than 10 years; or c) if having regard to the effects of the licence they consider it appropriate.

No issues arise about whether the application lacks required information (s 17SA); or is obviously inconsistent with the Act (s 17SB).

Public notification must conform with the requirements of s 49(1) of the Act – that is, as s 17SC of the Act requires the application to be publicly notified, the application must be publicly notified in a newspaper circulating in the area where the subject matter of the application is situated and at least once in each of 4 daily newspapers published in Auckland, Wellington, Christchurch and Dunedin; but may limit the publication of the notice to a newspaper circulating throughout the locality or region in which the subject matter is situated, if satisfied that the thing is of local or regional interest only.

Because of the widespread public interest in the application, it is considered that it should be publicly notified in a local paper and 4 daily newspapers published in the 4 cities mentioned above.

Section 49(2) of the Act provides that where the Minister gives public notice of an application for a concession: (a) any person or organisation may object to the Director-General against the proposal, or make written submission on the proposal; (b) provides that the Minister must give persons and organisations wishing to make objections or submissions at least 20 working days; ba) provides that every objection or submission must be sent to the Director-General at the place, and by the date, specified in the notice; and (c) provides that where a person or organisation making an objection or submission so requests, the Director-General must give them a reasonable opportunity of appearing before the Director-General in support of the objection or submission.

Document Links

Original Application	DOC-7522295
Additional application forms	DOC-7524196

Recommendation

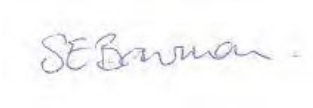
It is recommended that you:

(a) Note this concession application is ready for public notification.

(b) Agree to insert a public notice setting out the requisite matters in s 49(2) noted above in the following publications with notification for a period of 20 working days. Note while the public notices will be placed prior to Christmas, due to the statutory Christmas close down period, public notification will not commence until 11 January 2024 (and ending on 9 February 2024):

- New Zealand Herald (Auckland) – 19th December 2023
- The Post (Wellington) – 19th December 2023
- The Press (Christchurch) – 19th December 2023
- Otago Daily Times (Dunedin) – 19th December 2023
- Ruapehu Bulletin – 20th December 2023
- Taupo Times – 22nd December 2023
- Taupo Turangi Herald 21st December 2023
- Taumarunui Bulletin – 21st December 2023

(c) Agree to publicly notify the application on the Department's website (but noting that this is not a requirement under s 49).



Signed: _____ Date: 12/12/2023

Addendum to memo 17 January 2024

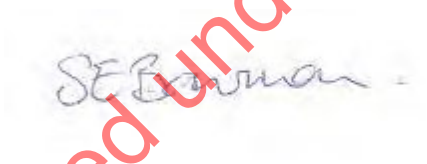
A question has been asked of the Department whether iwi engagement by the Applicant, in accordance with Section 4 of the Conservation Act 1987, was considered by the Department as part of the assessment about whether the applicant is complete and appropriate for public notification.

Public notification occurs at the start of the concession process to enable all views to be included in the determination of the decision. The test for determining an application to be ready for public notification is to ensure the application is complete and members of the public would be able to understand the proposed activity.

This test does not specifically include ensuring iwi engagement has occurred. Iwi engagement is encouraged by the Applicant but is not a criterion for accepting an application and proceeding to notification under section 17SC of the Conservation Act 1987.

Informal conversations occurred during the consideration of whether the application was ready for public notification. It was noted that the Applicant did not specifically engage with Ngāti Hāua iwi and has instead relied on the Department to engage on their behalf. It was also noted that no Cultural Impact Assessment was undertaken. The Department can only encourage the Applicant to engage with all Treaty Partners but cannot require it. It is the expectation of the Department that the Applicant will engage with all Treaty Partners including Ngāti Hāua iwi throughout the concession process and throughout the term of any concession, if granted. The Department will also continue to engage with all Treaty Partners with an interest in the area during the processing of this concession. For these reasons, it was recommended to progress on to public notification of the application.

It is also noted that since the date of this memo, the Applicant has reduced their proposed term to 10 years.



Signed: Date: 18/1/24

Comments:

As outlined above, I agree for public notification to continue based on the current application and noting the apparent lack of engagement by the application with Ngāti Hāua specifically, that the Department addresses this through its own engagement directly with Ngāti Hāua as part of the consideration of the application, either in parallel to the public notification process or following it.

Appendix 7 – Full Assessment of Effects

1. Infrastructure – The Applicant has provided a list of structures within the ski field. This list incorporates all the major structures, buildings and buried infrastructure. However, it is noted this list does not include the minor structures such as snow machines and snow fences. It is recommended to include a special condition to provide an accurate list of all structures within 1 year of the concession being granted. No new infrastructure will be allowed within the ski area without the normal assessments being made as to whether they are appropriate and whether they require public notification prior to a decision being reached. A condition will be recommended that no new structures will be erected without the approval of the Grantor.

2. Structures and clean-up – The Applicant will be responsible for maintaining all infrastructure during the term. However, it is not proposed that the Applicant will have an obligation to remove the items that are already existing as these items will be re-inherited by the Crown (see discussion in the main report about proposed special conditions). Any new infrastructure which is installed by the Applicant will need to be removed at the end of the term unless agreed by the Department that it can remain. The Applicant will also need to remove redundant infrastructure if this is replaced during the term of the concession. The standard "make good conditions" will be included for these structures. Bonds have not traditionally been required for ski areas but may be used more in the future for ski areas. The Department also not require a bond or guarantee as part of any concession, as most infrastructure is existing as part of an operational ski area.

3. Some submitters raised concerns about redundant infrastructure and the requirement for the Applicant to remove it. They also requested the 'make-good' conditions be included. Some submitters raised that the Department needs to consider contingent or actual liabilities. It is anticipated that the Indicative Development Plan needs to consider the removal of structures. However, it is noted (and identified by submitters) that the removal of infrastructure and associated earthworks can have a greater impact than leaving infrastructure in situ. It is anticipated any works requiring earthworks will be undertaken through the works approval process where the impacts can be considered, and Treaty Partners can also consider the impacts. Major works approvals must also be notified where members of the public will be able to make submissions on the proposed works.

Environmental

4. It is noted the majority of the ski area is within an Amenities zone as outlined in the TNPMP which allows for the development of services and facilities compatible with the amenities area. This means a higher level of environmental effects is expected within this area. It is also noted that the ski area is an existing operation and increased effects are not expected. This was also noted by some submitters including the RSSA. Many submitters noted the environmental impacts must be assessed and any adverse effects mitigated. There are many environmental impacts from a ski area operating within a national park including machinery, vehicles and infrastructure related effects. Wastewater, hazardous substances and rubbish also need to be considered. Ngāti Rangi identified environmental concerns with any proposed works (although subject to consideration under a separate Works Approval), continuing damage to the Mangawhero ecological area from water discharge and inadequate fencing, sediment effects from Clarry's track and rubbish. They also identified concerns with snowmaking, especially using snomax. Te Korowai o Wainuiārua didn't raise any specific environmental concerns but requested an

Environmental assessment be undertaken to identify environmental matters. Ngāti Hāua agree with the environmental concerns outlined by other submitters for this application. The recommended management of these effects are discussed below.

5. Ecological effects of the application were assessed by one of the Department's ecological advisers (Technical Advisor, Ecology). The adviser concludes *"the impacts will be largely what they are currently, and I can see no valid reason for declining their application"*. He has some concerns with the age of the Ecological Assessment (as do some submitters) and recommends this is reviewed or updated to provide a current assessment of ecological impacts. However, the Advisor does not expect there to be significant change from the previous assessment but recommends a new assessment or review will confirm this. He believes the assessment provided in the application is sufficient for the application to proceed. The proposed concession requires the concessionaire to procure ecological assessment within 12 months of the concession commencing. The assessment will ensure the Department has a refreshed understanding of the ecological conditions. It will also be used to inform an Environmental Plan which is intended to protect sensitive areas and control weeds and pests.

6. Alpine Flush and Mangawhero ecological area. These areas are identified as having high natural values (page 207 of the TNPMP) and are specifically excluded from the amenities area. Ngāti Rangi and many submitters also raised concerns on the impact of the ski area on these sensitive areas and may cause further damage. They noted it has been degraded in recent years. Ngāti Rangi are particularly concerned with a future proposal of PTL to create a 'snow farm' near the Tūroa Alpine Flush. However, it is noted that the snow farm is not part of this specific application and the potential effects for this can be considered if and when an application is made. It is noted the Tūroa Alpine Flush and Mangawhero ecological area are excluded from the Tūroa Amenities area and these areas will need to be protected from any adverse effects. They are still within the ski area licence boundary but any proposed developments would be unlikely to be approved. The ecological areas have been fenced off to limit foot or vehicle access to these areas which may damage vegetation. In addition, it is recommended that the Applicant undertake a review of the plants and boundary which will be part of the recommended Ecological assessment. The Applicant will need to identify ways to manage these ecological areas within their Environmental Plan.

7. It is recommended environmental effects are managed in two ways, through special conditions and also through an Environmental Plan. A few submitters agreed with the mitigation measures outlined in the Application (which the Department are recommending to be included in the Environmental Plan). A special condition will require the concessionaire to create undertake an ecological assessment and, relying on that, generate a forward-looking environmental plan (to be agreed to by the decision maker). The Environmental Plan will direct how the Applicant intends on protecting the environment. Things recommended to be included are protecting vegetation, keeping the land free of weeds, controlling invasive animal species and environmental monitoring.

8. Machinery related effects. Vehicles are recognised as being essential to the carrying out maintenance tasks within the ski area. Ground-based vehicles have less greenhouse gas emissions than helicopters but do more damage when not travelling over snow. An example of this is the compaction and damage caused by vehicles up Clarry's track when there is no snow on the ground. The Department would like to be notified when vehicles are used on Clarry's track. No vehicles are to be allowed off Clarry's track and off formed

roads (tarsealed roads or car parks). Vehicles can also bring in weeds and other contaminants. A special condition is recommended to ensure any machinery brought into the Park is free of weeds and other contaminants. It is recommended all machinery is subject to the Department's standard inspection conditions. It is also recommended that machinery is included in the Environmental Plan.

9. Clarry's track. As identified above, there has been damage to this track due to vehicle use. There is a risk that silt will flow down this track into the base area, potentially the Tūroa Alpine Flush and also into the Mangawhero headwater. It is recommended the concessionaire is required to remediate areas impacted by the activity and Clarry's track is specifically included in the Environmental Plan. The Ecological Technical Advisor also noted the compaction of Clarry's track but noted the effects of this would not be so great as if an uncompacted area was used. However, the compaction should be remedied, particularly to prevent erosion issues.

Wastewater

10. All sewerage and other wastewater from the ski area is currently collected and transported off site to the Ohakune Wastewater Treatment Plant. There is currently a pipeline which traverses the ski area which must be maintained to prevent any failures. There is also a risk of failure with transporting the waste along the Ohakune Mountain Road. Ngāti Rangi made a submission that identified the Ohakune Wastewater Treatment Plant is currently unconsented under the Resource Management Act 1991 and requires significant upgrades. They identified the Applicant should be contributing to this upgrade as the ski area places a large burden on this plant either directly or indirectly. The Ohakune plant is located outside the National Park and is not operated by the Department. The Department cannot direct the upgrade of any Council owned facilities. Wastewater will be required to be removed to a facility to ensure it is appropriately disposed of. A special condition is also recommended for the sewage pipeline within the Park to be maintained.

Rubbish

11. Rubbish can take the form of small pieces of waste created by customers or larger items discarded by the Concessionaire. Rubbish can escape the ski area boundary and be deposited downstream. It can also impact on the natural values within the ski area. Submitters also raised concerns with rubbish and waste generated from the users of the ski area and also from construction. Special conditions are recommended for the concessionaire to provide for sanitary facilities and dispose of all waste off site.

Hazardous Substances and contamination incidents

12. Hazardous substances include diesel and, potentially, ammonia in the future for snow making. Diesel is used for machinery which are re-fuelled on site. Diesel spills are a big risk as noted by submitters and also Ngāti Rangi. There was a large diesel spill at the Tūroa ski area in 2013 which damaged the Makotuku Stream. There have also been more regular small scale diesel spills. The Applicant states all diesel tanks are double skinned and emergency spill kits are also on site. There are now only four permanent fuel tanks (down from six) and fuel capacity reduced to 63m^3. Submitters raised concerns about fuel spills which are continuing to occur on a small scale. Special conditions are recommended on hazardous storage, reporting of incidents and remediation. Note, ammonia use is not part of this application, and a separate approval will be required to start using this

chemical. A condition is included in the draft concessions to prevent the use of new chemicals without the approval of the Grantor.

Maintenance

13. Infrastructure may start to deteriorate which can pollute the park such as through paint chips flaking off. The snow catch fences on the upper mountain are currently shedding. A condition is recommended around maintaining infrastructure to an appropriate standard.

Climate change

14. The viability of the ski area will be affected by climate change. The Applicant has recognised this and proposes that more man-made snow will be required in the future (as opposed to moving the ski area up the mountain further). Many submitters also raised the issue of climate change and identified the Applicant needs to adapt as much as possible. They also raised the issue of cars driving to the ski area as there is no viable public transport to the site (and some submitters advocated for this to be included but the Department does not consider this to be an option at this time). In addition, the Applicant should transfer to using sustainable fuels. The Visitor Technical Advisor has recommended the Applicant consider preparing a climate change adaption management plan to address future impacts on the management of the ski field (including snow making machinery) and could include transport options.

15. The activity will use diesel for vehicles, and for snowmaking. The activity will emit greenhouse gas emissions that will make some (albeit small) contribution to climate change and therefore contribute (in a small way) to adverse effects on New Zealand's natural and historic resources in terms of s17U(1). The activity's contribution to climate change is relevant to the purpose of the Conservation Act, and the Conservation General Policy, in particular Policy 4.6 Ecosystem Services of the CGP (avoiding or otherwise minimising adverse effects on the quality of ecosystem services).In making a decision on PTL's application, you may (but are not required to) take account of New Zealand's 2050 target for emissions reductions in the Climate Change Response Act 2002 .

16. Reducing greenhouse gas emissions requires measuring the emissions of the activity, developing and implementing a plan to reduce those emissions, and if appropriate, offsetting those emissions. The Permissions Advisor recommends, if the application is approved, to include special conditions enabling the Department to require greenhouse gas emissions data from the Applicant during the term of the concession, and to amend the conditions to reflect climate change-related legislation and government or Departmental policy and that those conditions may, amongst other things, require the Applicant to measure, manage and reduce the greenhouse gas emissions of the proposal.

Events

17. The Applicant has indicated it will be undertaking events as part of the activity. Events are not specifically identified in its application form, however, are expected to be similar to events which have been undertaken on the ski area in the past. The events are expected to be limited to snow sport events which occur during winter. The Department considers this type of event acceptable and should not cause any significant effects. However, the District Office recommends special conditions be included to notify them of when events

occur and also to limit these to winter snow sport activities, unless these are agreed to in advance by the Grantor.

Advertising

18. the Applicant has requested filming for promotional purposes within the Tūroa ski area. The effects of filming for promotional purposes only are anticipated to be small. However, filming using a helicopter or drone is not considered appropriate in the national park. This is contrary to the TNPMP and should not be allowed. The Department has no concerns with filming for promotional purposes provided aircraft is not used as part of this.

Dogs

19. Dogs are allowed in the Park for search and rescue purposes. The Ski Patrol have a number of dogs who are allowed in the Park and these have all received a permit from the Department. A condition will be included requiring any dogs being used for search and rescue purposes to have a permit from the Department.

Aircraft

20. The main effects from aircraft include noise and impacts on other users of the park. Three submitters raised concerns with the potential increase in aircraft use from the previous RAL concession. Also, that aircraft may be used for things other than park management. Patutokotoko raised concerns with the proposed aircraft use and requested this be authorised separately each time. The Department notes while there is less damage to the ground when using aircraft (as opposed to ground-based vehicles) aircraft can have impacts on other park users. Drones will have less impact than helicopters and are recommended to be used as a preference to helicopters when this is possible. Aircraft will be only able to be used for essential ski area management. In order to assist with managing the impacts on other users, they request to be notified each time a helicopter or drone is used. The helicopters should be radioing into the visitor centre. They request any adverse incidents are to be reported to the Department and no Robinson helicopters are allowed due to safety concerns with these helicopters. Helicopters and drones should also only be used for approved management or Search and Rescue purposes.

21. The District Office also notes if drones are to be utilised standard conditions are required, and the following information needs to be supplied to the Department:
    - Drone model
    - Drone operator
    - Location of operation
    - Purpose (this can only be for management purposes expressly approved in the concession e.g. not for filming advertising material but filming to map refuse distribution would be acceptable).

    It is therefore recommended that conditions be imposed in the concession to control and limit the range of activities that can be performed using aircraft.

Safety

22. The Department needs to ensure that concessionaires have an adequate safety plan. The Department relies on external safety experts to audit concessionaire's safety plans. For this application a condition is included requiring an audited Health and Safety Plan. This

will be required for before the start of the 2024 ski season. A health and safety plan has been created for this season under the name of the Tūroa Ski Area and is not limited to RAL operations, and can be used by the Applicant. The Senior Visitor Advisor noted there is limited information in the application on visitor safety and no assessment of hazards or how the site will be managed with a major event. In addition, this will need to cover customers and the general public. She recommended a visitor safety plan be requested and also signage to be required. However, the Department does not have the expertise to state what needs to be required within the Health and Safety plan and the details on this plan are recommended to be determined by the Heath and Safety industry.

23. Two specifically identified risks are volcanic and avalanche risks. The Tongariro National Park Volcanic Guidelines outline the procedure that need to be followed by Concessionaire if Volcanic Alert Levels change. It is noted that some lifts are within the Alert Level 2 exclusion zone. Special conditions are proposed to mitigate this risk. Avalanche Control is required to ensure the safety of people within the ski area. Avalanche control should only be permitted if an avalanche poses a direct threat to the safety of users. The Applicant has stated the current use of hand placed, or projectile explosives will not be a sufficient long-term management solution for avalanche control. Conditions are recommended to ensure the risk of avalanches are minimised.

24. Due to various factors such as weather, volcanic risk or other factors, the ski area may be required to be closed for public safety. A special condition will be included allowing this to occur, similar to what was granted to the previous operator.

Heritage Effects

25. Heritage effects were assessed by Paul Cashmore who considered two heritage contexts: Places of designated heritage significance to be conserved and pre-1900 archaeological sites to be protected from harm. He advised there are no adverse heritage impacts relating to the application. See appendix 8 for full advice. If granted, archaeological accidental discovery protocols will be recommended as special conditions.

Dark Sky

26. Two submitters noted the Ruapehu District Council is currently considering a Dark Sky Initiative application. These submitters are concerned the lights at the ski field may impact on this proposal. While not proposed to be increased from the existing levels, there is the possibility that in the future night skiing may increase light pollution (this is not part of their current application). The Department notes the night sky is an active consideration as the night sky is part of the natural environment and is a significant value of the Park. Any Works Approval to increase lighting will be considered carefully at the time this is submitted. Overall, the lighting at the ski area is not deemed to have a large impact on the natural or physical resources.

Recreational/visitor impacts

27. Recreational/Visitor Advice was provided by Tamzin Moore (a Departmental Senior Visitor Advisor). See appendix 8 for full advice. This advice notes the ski area has a long history of commercial use, which was also noted by the majority of the submitters. Road access and the ski area were developed in the mid 1960's. The ski area attracts up to 130,000 visitors during the winter season, with the majority being from the North Island. Many

submitters noted the recreational benefits to the activity and the importance for snow sports in the North Island. Some submitters also noted the impacts of the proposed reduction in lifts, as outlined in the Indicative Development Plan (note this is not part of the application). This plan also states the Applicant proposes to reduce the carrying capacity to 4,500 visitors per day. This number does not differentiate between snow sport users or other day visitors who may visit the base area. It is noted the application is in a national park which has freedom of access for the public. Considering a lease may impact on people's rights compared to a licence. The advice notes the proposed ski field is not inconsistent with the Heritage and Visitor Strategy. "*The ski field, the community and other stakeholders are provided opportunities to connect and thrive through the location and activities. Protection is best dealt with through conditions and consultation with iwi.*"

28. The Technical Advisor listed 11 recommendations regarding maintaining public access, except for security or safety matters. They were as follows: A visitor safety Management Plan be included; clarity on the maintenance/contributions for the Old Mountain Road, climate change adaption management plan is required, summer use is limited, annual ski and visitor numbers are provided to the Department, transport options are managed, visitor safety information is provided to visitors and monitoring is undertaken by the Department. From these recommendations, some of these have been included in the draft concession conditions. The Department notes a visitor safety management plan will fall under the remit of the Audited Health and Plan (as will the visitor safety information), climate change conditions are recommended to be included, summer use will be limited and monitoring is recommended.

29. The Department notes the positive impact the Tūroa ski area will provide in allowing increased recreational use of the Tongariro National Park. The ski area is the most accessible from the South and is valued by many people in the lower North Island. This is mostly during the winter months but it also provides access to the Tongariro National Park during summer months. The ski area provides access and facilities for other recreational users in the park, including mountaineers, walkers and sightseers.

Appendix 8 – Operations Team – Effects contribution

itical Issue	ntext/Description	tential Mitigation	rther Questions
Impact on the Environment			
dundant Infrastructure	e Ski Area operator needs to make a commitment to removing redundant infrastructure from the ski area. However, sometimes the removal of structures can have great environmental impact then leaving them in situ. Any removal of redundant structures that includes earth works must only be done with permission from the department (a works approval). This will give the department the opportunity to share with treaty partners and consider the potential impacts and how these can be mitigated.	- Make Good Clause in the Concession that contemplates timeframes as infrastructure becomes redundant during the term of the concession If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy concition. - Good definition of what infrastructure is included at the outset of the concession - The Indicative Development Plan needs to consider the removal of structures (see Tongariro National Park Mangement Plan)	hat infrastructure are they purchasing? hat happens if they discover something that no one knew was there?
achinery Inspections	suring that all machinery that comes into the park are subject to DOC's machinery inspection procedures. This is important for the protection of the environment from external contaminants.	- Requirement to produce and Environmental Plan that considers machinery being brought into the park.	
ovision of Toilets and Public Shelter	e Ski Area Operator should provide toilets as well as shelter for the public 24/7 as that area of the park is more accessible because the Mountain Road has been extended to the Ski Area. e Applicant is applying for a lease for their buildings which would give them the legal ability to exclude others. An agreement will need to be reached as to how they intend to continue the provision of toilets and public shelter.	- Condition for the provision of an appropriate number of toilets and public shelter and not bar access to the public.	
arry's track	rrain Modification in the ski area needs to be kept to a minimum.	- Condition around remediation of areas impacted by concession activity (to be guided by management plans created with the Department)	

	ue to previous works on the ski area a well-defined 'track' has been created from the base are up to the bottom of the Parklane. We have in the past discussed the need with previous operators that a 'management plan' for it's upkeep and remediation. It also creates a perfect pathway for silt to flow down into the base area and eventually the Mangawhero.	- Notification of Clarry's track use submitted to the Department.	
ehicle Use	reduce the number of helicopters used as a part of ski area maintenance vehicles e.g. side-by-side up Clary's track. Helicopters have more emissions but do less damage. e Ski Area Operator will need to submit to the Department every vehicle that is used off the formed road.	- Notification of vehicle use off formed roads submitted to the Department - No vehicles allowed off Clarry's track or tarsealed roads and car parks. - Any damage that vehicles do, or continued use of them off-track will need to be remediated (Maintenance plan for Clarry's track)	
werage	is needs to appropriate for capacity, facilities need to be maintained as there is a pipeline that traverses the ski area.	- Reporting Detailed plans of infrastructure filed in the permissions database - Requirement to produce an Environmental Plan that considers Sewerage movement within the Ski Area and how infrastructure is maintained to a high standard minimising risk of failure. Also transport on the Ohakune Mountain Road.	oes this have an associated Resource Consent?
pine Flush and Mangawhero Ecological Area	otected by the Management Plan and excluded from the Amenities Area. See page 130 of the TNPMP. (For Natural Values of the Alpine Flush page 207 of TNPMP) er Department will need to further work identifying the current location to ensure that it is accurate	- Requirement to produce and Environmental Plan that identifies all Alpine Flush areas and the Mangawhero ecological area as well as how they will be protected	
azardous Substances and contamination incidents	veral hazardous substances are used and stored within the ski area e.g. Diesel is stored at the ski area, used in machinery moving around the ski area and is transported around the ski area to re-fuel "on-site' cidents involving the release of hazardous substances into the National Park are unacceptable and should be avoided	- Requirement to produce and Environmental Plan that hazardous substance storage, use, reporting and incident response is included. - No new hazardous substances - All incidents are to be reported and the Ski Area Operator is responsible for all costs associated with remediating the contaminated site	

	at all costs. Best practice therefore must be followed and communicated to the department. i. If a site is contaminated then the Ski Area Operator must work with the Department and Treaty partners to develop the appropriate response he applicant has indicated they would like to develop a new snow-making facility that would utilise ammonia. No new hazardous substances shall be brought into the concession area without the further consent of the Department who will consult with Treaty Partners.	- Appropriate Environmental Consultants will be engaged as and when required	
bbish	he Ski Area creates rubbish that would never be there if they were not in operation. his is in the form of small bits deposited by customers all the way up to deteriorating infrastructure. As a result of the presence of this rubbish in the ski area it can escape and be deposited in downstream affecting the recreational g. and natural values outside the ski field area.	- Condition that the Ski Area Operator provide appropriate infrastructure to minimise escaping rubbish - Condition that requires the Ski Area Operator to keep the Ski Area in a clean and tidy manner 3.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters. 3.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.	
aintenance	frastructure should be well maintained so that it doesn't deteriorate and pollute the park. g. paint chips flaking off, spare parts falling off and escaping e.g. Snow Catch fences on the upper mountain are currently shedding his will need to be monitored by the Department therefore clearly defining that this is our expectation will ensure we have a touch-point to refer the Ski Area operator too	ondition around maintaining infrastructure to an appropriate standard.	

ıvironmental Protection	review (in part) of the Environmental Impact Assessment has been suggested by Department technical advisors. Once this has occurred in a timely manner an Environmental Management Plan should be produced.	- Condition that the Ski Area Operator must submit an Environmental Management Plan that covers o Protecting vegetation o Keeping the land free of weeds o Controlling invasive animal species - Condition about what Environmental Monitoring must occur	
onitoring	ıe Department will need to carefully monitor this concession to meet the expectations of our treaty partner. present there has been little active monitoring of the current ski area operator. It has been ad hoc, and usually tied into individual works approvals. There are limited resources to complete monitoring to a satisfactory level. level of trust was granted to the previous operator, this will not be the case with a new operator. The more active planning the Ski Area Operators develop to meet concession conditions the more confidence will be built e.g. - Visitor Safety Mangement Plans - Environemtal Management Plans - Indicative Development Plan that considers Redundant Infrastructure - Relationship Agreements with Treaty Partners ıese plans can develop a specific framework for monitoring, including KPI's developed in partnership. The Ski Area Operator will need to be involved in the monitoring. is also clear that we must do our monitoring with our treaty Partners as the Ski Area is a major impact on the cultural values of Mount Ruapehu.	ɔndition that a reasonable level of monitoring is to be cost recoverable from the Ski Area Operator ɔndition for the provision of	ɔw can Treaty Partners monitor the Department or independently monitor the Ski Rea Operator.
imate Change	ıere is an over-arching issue of the viability of ski-fields in Tongariro National Park with the potential impacts of climate change on snow conditions.	ɔndition for the submission of a Climate Change Adaption Plan.	

	here is also day-to-day considerations of sustainable management with vehicle use, helicopter use, waste, water use etc.		
evelopment of Infrastructure	o Infrastructure to be developed beyond what they currently have. The Current Infrastructure should be maintained as is, and anything that becomes redundant shall be removed.	oncise definition of current infrastructure included in concession document ondition that no new structures may be erected, or land alterations occur without approval of the Department	
Tongariro National Park Management Plan			
.3 Base Area Strategy	he TNPMP requires the Ski Area Operator to complete a Base Area Strategy.	clude a standard condition that ensures compliance with all legislation and secondary legislation.	
.2 Indicative Development Plan	he Ski Area Operator is to develop an Indicative Development Plan that specifies the likely development in the next 10 years. The applicant has included a draft "IDP' in their application. 3 – it needs to be clear that we are not reviewing the IDP or the considered upgrades in their application. one	ecial Condition that ensures they comply with all relevant Legislation and management plans etc.	
.16 Works Approvals	he Concession should approve basic maintenance on the ski area however a further approval will be required for anything beyond this (works approval) sic Maintenance could include - like-for-like replacement, - cleaning gravel out of drains, - carpark maintenance (that doesn't require excavation and uses gravel only form an approved source) orks approval Applicaitons should be submitted early so that there is time for the appropriate processing considering our treaty partners views. The Department would expect	efinition of Basic Maintenance to be agreed upon by the Department and the Ski Area Operator. ondition that a yearly hui between the Department, the Ski Area Operator and interested treaty partners must occur to understand what basic Maintenace tasks are being undertaken, conditions surround the work and what works approval applications should be expected.	

	operational hui to occur with the ski area so that there would be no surprise applications.		
.1 Capacity	ier numbers v Visitor numbers NMP - "The comfortable carrying capacity of Turoa Ski Area is 5500 skiers per day" supposedly this number was generated from	e Senior Visitor Advisor, Tamzin Moore's advice.	
	Activity		
tivity overall	ıe Application is for the operation of Turoa Ski Area as the previous Ski Area Operator did with a few differences including; - Ngā Wai Heke Chairlift to be removed from the concession - Lease over the buildings (as opposed to license)		
ıb-licensing	b-licensing was added to the previous Ski Area Operator's concession by way of variation	nditions about sub-licensing included by variation to the previous Ski Area Concession be included from the outset. nless authorised by concession from the department or approved sub-license no other commercial operator in the ski area.	
rm	recent years, a 3–5-year term for Tongariro National PArk has been approved for new concessions. This shortened term acknowledges the imminent start of treaty negotiations for the park to ensure iwi are not bound by a long-term concession by the Crown. owever following discussion with treaty partners a term of no longer than 10 years can be contemplated	10-year term is appropriate if a meaningful review at three years includes treaty Partners.	
view	r the applied for term to be considered a meaningful review must occur that include a framework of milestones and associated timeframes. ıe applicant has applied for a review at Year 3 involving a review of the applicant's performance against iwi	ear and strict timeframes to be included in the concession document about work associated with the three year review. g. Clear expectations of iwi partners set within the first twelve months.	ow to ensure that the iwi input is completed before the review date.

	expectations. Therefore, iwi expectations must be assessed prior to the review date and all evidence in order within a set timeframe. ıe completion of the three-year review does not automatically grant an extra 20 years it just confirms that the applicant has met all expectations.		
·creational Value	ıroa Ski Area allows the public to use and enjoy Tongariro National Park for recreation. It is one of three ski areas on Mount Ruapehu and the most accessible from the Southern end of the Region. ırthermore, as the applicant states the ski area also provides access and facilities (carparks, public toilets?) for other recreational users in the park – mountaineers, walkers and sightseers. ıe previous Ski Area had a condition where they could require a contribution from other concessionaires using its facilities. It could be explored how the Department and Ruapehu District Council (Ohakune Mountain Road manager) could contribute,		
aps climate	ɔncession activity includes the location. Just the Ski Area boundary will not be enough, each piece of infrastructure must be mapped within it. ıis will be crucial in identifying the infrastructure that become s redundant during the concession term and for the department to create accurate monitoring plans. ırthermore, the Alpine Flush and Mangawhero Stream ecological areas must be identified and mapped.	ıe ski area boundary, all infrastructure (above and below ground) and fragile alpine flush areas must be mapped.	

dvertising/Promotion	ıe Ski Area Operator will need to advertise/promote their business. This must be done within the parameters of the statutory framework – filming/photography for commercial purposes must be approved. ıey have applied for filming for advertising purposes.	ɔnditions included about filming/photography with no aircraft to be used for advertisement and compliance with all other management plan provisions around filming	
ımmer v Winter	ıroa Ski Area has a history of only operating in winter for snow sports. The activities that occur in summer is maintenance that is necessary for the following winters operation, and new builds approved by works approval. ıere is not room in this concession to be flexible with activities that the effects have not been fully considered. The Department will require a separate application for any new recreational activities e.g. No new tracks are to be developed for summer walking, and they should not be promoting walks during summer under this concession.	thorough description of what the activity is that has been approved in this concession.	
elicopters	ɔtification is preferable for when helicopters are in the park. The helicopter themselves should be radioing into the visitor centre. All incidents must be reported and No Robinson's allowed. elicopter use should only be approved purposes (management purpose/Search and Rescue) as well. E.g. - Removing/placing infrastructure - Avalanche Control	ɔnditions included in the Concession approving helicopter use for purposes related to the management of the activity approved. Any new activities would require further consideration of helicopter use. e DOC-5913586 for a memo relating to RAL aircraft concessions in the park	

rones	rone usage is an activity that has been applied for. If they are to be utilised under the concession the information we need includes (but is not limited to) - Drone model - Drone operator - Location of operation - Purpose (this can only be for management purposes e.g.not for filming advertising material but filming to map refuse distribution would be acceptable) here are also a number of standard conditions that we include for any drone use that is approved in the park – e.g. specific hours, carry your permit, what to do in the case of crash (recovery) and the operator must be CAA approved. rones have a smaller environmental impact to Helicopters	Condition included that each drone flight (or a series of flights for a specific activity) is notified to the local office and conditions are reiterated to the Ski Area Operator through "permits" l drone conditions are included in the concession and the applicant provides the probable drone/drone operator with the ability to update this information later B: the Applicant has applied for aircraft use for Filming and photography for the purposes of advertising this should be declined.	
DC Management	e will want to collaborate with the Ski Area Operator in delivering our messaging g. UNESCO World Heritage, Volcanic Safety	lationship Development between the Department and the Ski Area Operator to enable collaboration	
ogs	ogs are allowed into the park for Search and Rescue operations. Ski Patrol have a number of dogs who are in the park. They al have received a permit from the department and this has been reordered against the permission.	ondition requiring the Ski Area Operator to ensure that ski patroller dogs are permitted by the Department.	
es	Community Contribution Fee would benefit the ongoing Maintenance of the monitoring of this concession. It could ensure that ongoing resource was available to the district for the funding of staff time or involvement of treaty partners.	clusion of a Community Contribution Fee on top of other concession fees.	
efault on Concession conditions	the Ski Area Operator fails to comply with the conditions of their concession, then the Department needs the ability/process to give notice, impose a suspension or terminate the concession.	onditions included describing how the department is to give notice. ondition about when the Department can put in place a Suspension of the Activity.	

	would be helpful if it was possible to fine the Ski Area Operator as an alternative repercussion for breaches.	ondition about when the Concession can be terminated by either party. ondition about	
		Public Safety	
ıblic Access	ill need to include consideration to the safety of visitors who are not customers of the ski area. The public will have access to the ski area and restricting that would have to be a decision of the department in response to imminent risk. ıere will also be times that members of the public should follow instructions of the ski area for their safety. Otherwise they are responsible for themselves.	ondition requiring the submission of a Visitor Safety Management plan that considers the general Public. ondition that the Ski Area Operator must not restrict the free movement of the public within the License area without specific a safety concern.	
CBU Responsibilities	ısure that in relation to public safety that DOC is ensuing the appropriate level of connection to the ski area to ensure they are meeting their PCBU Responsibilities	ondition requiring the submission of a Visitor Safety Management plan	
olcanic Risk	ngariro National Park Volcanic Guidelines outline the procedures that need to be followed by Concessionaires in case of changing Volcanic Alert Levels. Noting that Ski Area infrastructure is within the Volcanic Alert Level 2 Commercial exclusion. The lifts within this zone could not be operated;	onditions requiring: - The Ski Area Operators must comply with the Guidelines for DOC Volcanic Risk Management - The submission of a Visitor Safety Managment plan that includes the operational response to changing levels of unrest, eruption, and other volcanic events. - The Ski Area Operators must display all material provided by the Department in relation to Volcanic risk and support key messaging shared by the Department	

valanche Control	i Areas will undertake Avalanche Control to ensure the safety of their customers inside the ski area. Avalanche Control outside the ski area should only be permitted if avalanche poses a direct threat to the safety of users (see pg 101 of TNPMP) ıe Applicant has stated that the current use of hand placed, or projectile explosives will not be a sufficient long-term management solution for avalanche control.	ɔndition that the Ski Area Operator must provide the following information to the Department: - An Avalanche atlas - Snow, weather and avalanche data collection - Daily hazard analysis - Avalanche risk treatment and rescue plan - Qualification levels for staff. ıy changes to avalanche control management must be communicated and approved by the department.	
osure of the Ski Area	may from time to time be necessary to close the Ski Area for reasons of public safety.	ɔnditions around when it is appropriate for the Ski Area to be closed g. **16. Closure of ski field** 16.1 The Concessionaire may shut down all or any part of the lift facilities for reasons of public safety, unsatisfactory patronage, poor weather conditions, or lack of snow, or other reason approved by the Grantor. 16.2 After consultation with the Concessionaire, the Grantor may require the Concessionaire to shut all or any part of the facilities for all or part of any day, or stop uphill transport at any time if in the opinion of the Grantor it is necessary in the interests of public safety to do so. The Grantor may require for reasons of public safety and welfare that the Licensee cease selling tickets and that any lift be closed for uphill transport and operated for downhill transport only, at any time. 16.3 The Concessionaire must immediately proceed to evacuate all persons from lifts and thereafter close the lifts if danger arises from weather or other mountain conditions. 16.4 During any period of temporary shutdown arising under clause 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.	

Appendix 9 – Technical Advice received – Ecological, Visitor, Heritage

Heritage advice:

As a skier I am familiar with Turoa Ski field

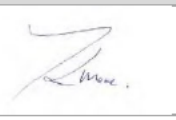
CONTEXT
I considered two heritage contexts:

- Places of designated heritage significance to be conserved
- Pre-1900 archaeological sites to be protected from harm

RECOMMENDATION
I can see no adverse heritage impacts related to the PTL concession application

Paul Mahoney, Senior Heritage Advisor
Eastern North Island and Central North Island Regions
Sec 9(2)(a)

Visitor Advice

Request for Recreation Comments Pure Turoa Limited 2024			
To	Lynette Trewavas, Senior Permissions Advisor		
From	Tamzin Moore, Senior Visitor Advisor		
Date	8/03/2024		
Purpose	To provide a recreation impact assessment on a new concession application for the Turoa Ski Area by Pure Turoa Limited (PTL)		
Assyst Request	R268149		
Permissions Team Lead	Sharon Te Whaiti Rowe		
Permissions Regulatory Delivery Manager	Stephanie Bowman		
Report prepared by:	Role	Signature	Date
	Senior Visitor Advisor Tamzin Moore		8/03/2024

Executive Summary
Pure Tūroa Limited (PTL) are seeking a new licence and lease to continue operation of recreational and tourism activities on the terrain within the current Tūroa ski area boundaries (496ha). In effect the same licence granted to Ruapehu Alpine Lifts (RAL) which has developed and operated the Tūroa Ski Area since 2000. The proposal provides for the use and enjoyment of Tongariro National Park for a wide range of people of all ages and a range of physical capabilities. There are no proposed changes to the existing boundaries of the licensed Ski Area and the design carrying capacity will not exceed the carrying capacity provided for within the Tongariro National Park Management Plan (5500 pax). Over time PTL proposes to remove some of the existing and aging infrastructure including the Nga Wai Heke Chairlift.
PTL seek a licence with an initial term of 10 years, with a review at 3 years. PTL seek an option to extend the initial 10 years by 20 years, with 5 yearly reviews to be undertaken in years 15, 20 and 25. The term of the license needs to be confirmed and agreed to as part of this process. This differs from the current RAL concession of 60 years.
Tongariro National Park was inscribed on the World Heritage list in 1990 for its outstanding natural values and then again in 1993 for its outstanding cultural values. The national park therefore has dual World Heritage status (UNESCO). The applicant states that they respect this status and will continue to undertake operation in an environmentally and culturally sensitive manner.

Context/Site information

Site Name	Turoa Ski Field
Background	The application is for the continuation of an existing activity with no new lifts planned. Over the term of the concession, there is proposed to be a net decrease of infrastructure especially for any redundant structures. It is not clear who will pay for the removal of these redundant assets. The TNPMP identifies the Amenities Area within the ski area, where most snow related facilities will be concentrated. This area is specifically 'zoned' to provide infrastructure that supports the ski field activities including the provision of toilets, car parks, cafes, storage sheds, retail, three waters, rubbish control and maintenance/machinery. The Tūroa Ski Area has a long history of commercial use and consequently has extensive infrastructure established onsite. Road access to the ski area was established and the first licence for skiing was issued in the mid-1960s with the ski field development growing more popular in the early 1980s. The ski field has been managed by Ruapehu Alpine Lift Ltd for a number of years as joint management of the both the Whakapapa and Turoa Ski fields. This application splits the ownership model with Turoa being separately managed by PTL.

DOC District(s)	Tongariro District (Ohakune)
DOC Region(s)	Central North Island
Functional Location Name	Ski fields are not recorded in EAM.
Maps	As per the application
Destination Management Category	There is no Destination Management category for ski fields in EAM as they are not DOC managed assets. Other assets manged by DOC such as Ohakune Walks are typically Local Treasures or Back Country experiences in this area.
Visitor Group	Typically, Day Visitor as there is no accommodation on the ski field itself. Public access should be available to all visitors to the Maunga regardless of the any license or lease area that supports recreational areas unless it is unsafe.
Product category and/or key product)	N/A
Visitor Demand	The Tūroa Ski Area attracts up to 130,000 day visitors during the winter season, with the majority of visitors being North Islanders and New Zealanders. Visitor numbers are significantly reduced outside the ski season and over the summer months. It is not clear from the application what summer activities are proposed noting that there are restrictions as set out in the Tongariro National Park Management Plan (TNPMP). Further information on these activities needs to be explored and consulted on further. For the winter season, the applicant proposes the design carrying capacity is reduced slightly lower to 4,500 visitors per day to reduce congestion on the ski field but is still seeking approval for a maximum number of 5,500 skiers per day. The TNPMP identifies the comfortable carrying capacity of Tūroa as 5,500 skiers per day. It is not clear in the application around the distinction of skiers/riders versus day visitors who may visit the base area. Unlike Whakapapa ski field, Turoa does not have a gondola which may lessen the conflict between numbers of day visitors, other recreation users or skiers. Winter activities typically include skiing, snowboarding, mountain climbing, snow play and sight-seeing. The shoulder seasons to winter has been seeing an increase in visitors at both ski fields. There are two other ski fields available with the National Park being Whakapapa and Tukino ski fields. The applicant has stated, "*The ski area provides for other recreational users outside of the ski season also. Although the Tūroa Ski Area currently doesn't open during summer, the carpark provides access to walks. Potentially in the future Tūroa Ski Area may open outside of the ski season.*" The applicant has stated that visitors will have access and refers to the provision in the National Parks Act 1980 *"for public benefit, use and enjoyment. The Act also provides for the public to have freedom of entry and access to national parks...This demonstrates the importance of access to the Park which the proposed licence supports"*. This needs to be confirmed

	in light of the licence versus lease areas of the application. Clarity is also required around the future ski area being open outside of the ski season. Any future plans will need to be consistent with the Tongariro National Park Management Plan, form part of the IDP and been done in consultation with Iwi and all stakeholders. There is no information for the ski field from the Strategic Intentions Tool or investment group as part of DOC process and systems as it is not a DOC asset.
Revenue	The applicant refers to the Price Waterhouse Coopers 2014 report titled Lifting the Region. The economic benefits of the Ruapehu ski-fields (appended to this application): *RAL employs an average of 257 direct full-time equivalent workers (FTEs) on an ongoing basis and contributes $15m to local GDP from on the mountain operations. During the ski season*. The applicant has relied on the previous documentation and information from the RAL application in 2013/14.
Partnerships/ Stakeholders	PTL have advised in their application that they been consulting with Ngāti Rangi and Uenuku regarding the Tūroa licence application since February 2023. Iwi have made submissions on the application and consultation process. I note there is no cultural assessment included with the application.
DOC website URL (if applicable)	Public feedback sought on Pure Tūroa concession application: Media release 18 December 2023 (doc.govt.nz)
PCL/Private land ownership	PCL – Tongariro National Park
Heritage and Visitor Strategy and Goals	The proposed ski field is not inconsistent with the Heritage and Visitor Strategy. The ski field, the community and other stakeholders are provided opportunities to connect and thrive through the location and activities. Protection of the ski field on the environment is best dealt with through conditions on the concession and through consultation with Iwi.
Statutory and non-statutory documents	The applicant has provided a detailed policy assessment and discussion on how the proposal aligns with the Tongariro Taupo CMS and the Tongariro National Park Management Plan. The previous RAL application was approved and assessed as consistent with the statutory documents subject to conditions. **The Ruapehu Destination Management Plan** Ruapehu Destination Management Plan 2023 ISSUU compressed pdf (visitruapehu.com) *He mana te taiao, ko ana kai he kōrero. The paramount mana of our natural environment protects and provides for the wellbeing of all.* *Ko te tiaki i te ao me ngā taonga katoa hei oranga mō tātou, mō ngā uri whakatupuranga* *Presence and expression of the preservation, guardianship and enhancement of what we have for the future benefit of all* *Ko te mea nui ko te mana o te taiao, o te whānau, o te hāpori me te iwi* *The presence and expression of mana enhancing behaviours and practices in everything we do across our shared region Designing our own Ruapehu Tiaki promise of care for our environment that holds us all as community and visitors accountable for the wellbeing of our natural taonga to our*

	future generations, passing on more than just the pride we have for our special place in the world. *Our values - We recognise the vast landscapes we are responsible to and the mana that vibrates throughout them. We will seek the skills to listen to those vibrations, to be guided by the whispers of our natural environment.* *Mā ngā tikanga Māori te ture, te aronga Māori e whakatinanatia* *Processes, practices, procedures that are consistent with a Māori worldview will guide our entire region. We recognise the importance of a Māori worldview, tikanga Māori and mātauranga Māori. This is a respected lens steeped in ancient wisdom that will allow us all to navigate a responsible, ethical and innovative journey into the future.* The DMP for Ruapehu puts the environment at the centre of its outcomes it seeks to achieve and wraps the economic and te ao Māori around everything they wish to achieve together. The applicant has documented their consultation with Iwi but there is no cultural assessment with the application. To align with the DMF further consultation will be required to support this relationship and align with the document expectations.
Visitor Risk Management	There is limited information in the application on visitor safety and no assessment of hazards to assess what is tolerable or intolerable and how these sites will be managed in the event that the road freezers over with a number of people still on the mountain, white out conditions, signage, avalanche or volcanic event. It is recommended that a visitor safety plan be requested by way of condition to address visitor safety management for all their visitors (and others if deemed necessary) as it relates to the hazards associated with Mount Ruapehu. DOC has undertaken Site Safety Control plans for other experiences within the Tongariro National Park. A similar control plan could be developed to address visitor safety. Signage is also an important part of visitor safety management – what signage do they have to alert recreational users of risks within the license area. Education is an important part of visitor safety – any new website for PTL should also include a list of risks and what to do during a specific event. Visitor Risk Management options should be done in consultation with the Department and reviewed/approved by DOC.
Climate Change Considerations	Due to climate change and the future reduction in snow falls over winter there is a risk that PTL will go into receivership and that the government gets left to remove any redundant assets. I note the applicant proposes to remove a number of lifts over the next 10 years with the proposed ski field area remaining consistent with the RAL concession agreement area and the Tongariro National Park Management Plan. Consider requesting the application to prepare a climate change adaption management plan to address future impacts on the management of the ski field, this could also include snow making machinery as the freezing levels increases further up the mountain.
Future Visitor Network (FVN)	As a concession the application for the operation of an existing ski field is currently outside the scope of the future visitor network project.

Recommendations

The following comments are made to consider from a recreational perspective to be developed into conditions:

1. That public access is maintained for all visitors and recreation users to the mountain/maunga with no exclusive use areas unless it relates to a security or safety matter.
2. Visitor Safety Management Plan should be required to be submitted and approved by the Department to cover, snow management, snow machines, ice, white out conditions and extreme weather events, fall from heights, volcanic hazard events, avalanche, weather and closure events, transport accidents, traffic management etc.
3. Clarity over who maintains and contributes (opex/capex) to what sections of the Old Mountain Road, access road to the ski field.
4. That the IDP be approved by all parties and is consistent with the Tongariro National Park Management Plan (TNPMP) and Tongariro Taupo Conservation Management Strategy (TTCMS).
5. That it is clear that the lease is for a 10 year period only and that a new application would need to be applied for after this time period.
6. That the applicant prepares and submits a climate change adaption management plan.
7. That the applicant document what type of summer activities they propose and ensure they are compliant with the TNPMP/TTCMS and the National Parks Act/Conservation Act and monitor any effects on 'summer trails' created.
8. That the applicant submits annual ski and visitor numbers and complies with the carrying capacity as per the TNPMP (and DOC monitors this).
9. That the applicant explores transport options from Ohakune to manage visitor numbers and capacity at the ski field particularly on busy 'blue bird' sunny days and weekends, traffic management plan.
10. Visitor safety information is contained on the website and regularly updated and appropriate signage is used onsite to warn visitors of any hazards or areas to avoid.
11. Monitoring by the Department (staff time/mileage) should be undertaken at the expense of the application:

- Frequency of monitoring (annual, bi-annual etc)
- Time of the year (month)
- Staff time (including travel to and from site, site visit and time to write up appropriate report)
- Mileage

Ecological advice:

From: Graeme La Cock <glacock@doc.govt.nz>
Sent: Monday, March 11, 2024 4:17 PM
To: Lynette Trewavas <ltrewavas@doc.govt.nz>
Subject: RE: Support for Ruapehu ski-fields concession process

Hi Lynette

I'm not sure of the difference between a snow farm and snow making. For Turoa they have a 45,000 m^3 reservoir for the purpose, with a smaller reservoir and a pump system.

I hadn't picked up the comment about compaction of a Clary's Track in their report, but Anna seemed to know about it from personal knowledge of the site. I don't know the site well. I did assess the EIA for the gondola she refers to. I think if they're staying within the footprint of the track impacts will be confined to an already impacted/compacted area. There may be a bit more compaction, but it's not as if they're compacting virgin ground. But the damage caused to the sides of the track that Anna refers to is something they should be remedying. It would be picked up in a new EIA. I think it's reasonable to request it be remedied, otherwise they could have erosion issues.

In his report Nick Singers had recommended an assessment of new pipelines for snow making. I assume this will come under a separate development similar to the gondola. His other recommendations were around petrochemical storage, which they seem to have addressed, and the vegetation monitoring. If they didn't follow his recommendation last time I agree with you that it should be included as a condition.

But overall the impacts will be largely what they are currently, and I can see no valid reason for declining their application.

I'm around today and tomorrow, but will be away for about 10 days from Wednesday afternoon.

Cheers
Graeme

From: Graeme La Cock <glacock@doc.govt.nz>
Sent: Friday, March 8, 2024 2:11 PM
To: Lynette Trewavas <ltrewavas@doc.govt.nz>
Cc: Vicki Crosbie <vcrosbie@doc.govt.nz>
Subject: FW: Support for Ruapehu ski-fields concession process

Kia Ora Lynette

I've had a look at the application as well as some of the earlier correspondence around it.

I believe there are several positive aspects to the proposals, such as removing ski lifts and the overall capacity of the ski field from 5,500 per day to 4,500, all positives in terms of environmental

values. Page 26 of their "proposal outline and environmental impact assessment" document highlights their current standard practices, including avoiding flush zones. They've upgraded the protection around their fuel tanks. They seem to be doing the right things.

However, the Ecological Assessment (EA) done by Nick Singers is now 10 years out of date. There's additional information to be assessed, e.g. the vegetation monitoring at Turoa (second 9.2 (9.3?) on pg 14 of his report), names and threat status of species may have changed, and new discoveries may have been made. Changes have also been made to their operation and infrastructure, as outlined by Anna Atchley in her email to Steve Brightwell of 30 September 2023 (attached). She points out each new development or change has its own impact assessment process. The rest of the document appears to be up to date.

The third paragraph of the conclusion on pg 15 of the EA commends the previous operators for their environmental management. I don't believe things would have changed so much as to lead to a change in this sentiment. I think an upgrade of the information in this document should satisfy all parties. I do not believe a retrospective report a year into their operation will meet the needs of all parties as well as a review before they begin, would meet these needs.

I therefore recommend you follow the advice put forward by Paul Cashmore in his email to Steve Brightwell dated 22 August 2023, in the email chain below. Ideally the applicant will be able to get Nick Singers to do the update; it could take the form of a letter outlining changes. Nick knows the area well, having served as a DOC botanist in Turangi for about 15 years before becoming a consultant following a restructuring.

The area is already used as a ski field, they are not proposing to increase the footprint, and plan to remove some structures and ski lifts. From an environmental and landscape point of view I do not foresee any reason to not approve the application, but it all depends on what comes to light in the updated ecological assessment.

I hope this helps.

Cheers
Graeme

Appendix 10 – Statutory Planning Document Analysis

General Policy for National Parks 2005

1. In relation to this application the detailed provisions in the Tongariro Taupo Conservation Management Strategy 2002 (CMS) and Tongariro National Park Management Plan (TNPMP) clarify or respond to more general matters raised in the GPNP. Those planning documents are discussed below. Although they offer a more granular set of policies, the GPNP does contain high-level and over-arching policies that are pertinent and warrant some discussion. As noted previously, it is the Department's position that, although concessions are not explicitly required to be declined if they contradict the GPNP, the GPNP remains a relevant matter for the Minister to consider.

2. The GPNP provides interpretation aids in Policy 1(d). In particular, it explains that it carefully uses the words "will", "should" or "may" to instruct readers as to how the Policies ought to be applied. For completeness,
    a. policies where legislation provides no discretion for decision-making or a deliberate decision has been made by the Authority to direct decision-makers, state that a particular action or actions 'will' be undertaken;
    b. policies that carry with them a strong expectation of outcome, without diminishing the constitutional role of the Minister and other decision-makers, state that a particular action or actions 'should' be undertaken;
    c. policies intended to allow flexibility in decision-making, state that a particular action or actions 'may' be undertaken.

3. The specific areas of GPNP applicable to this application are as follows:

    a. Policy 2 (e) requires consultation with tangata whenua on specific proposals involving places of significance to them and policy. Engagement has occurred for this application, see section 8 for discussion on this.

    b. Policy 4.1 is on indigenous species, habitats and ecosystems. Policy 4(1)(b)(iv) states indigenous species, habitats and ecosystem within a national park should be managed to maintain the indigenous character and avoid adverse effects on habitats and ecosystems. Policy 4.5(b) states activities which diminish the quality of features and diversity within the national parks should be avoided. Policy 4.6 states activities within national parks should be planned and managed in ways which avoid adverse effects on the quality of ecosystem services provided by national parks. See the assessment of effects section which notes the majority of the application is within the amenities area where greater effects are expected. This section concludes the ongoing environmental effects is not expected to have an adverse effect on the habitat, provided the special conditions are adhered to.

    c. Policy 8 provides for the benefit, use and enjoyment of the public. Policy 8.1(b) states opportunities should be provided for the benefit, use and enjoyment of the national park, provided they are consistent with the outcomes planned for places. The application is consistent with this policy as discussed in this report.

    d. Policy 8.6 specifically refers to vehicles and other transport. Policy 8.6(a) states the use of vehicles may be allowed where adverse effects, including natural

quiet, can be minimised. Policy 8.6(c) allows for the landing, hovering and take-off of aircraft where this is consistent with the outcomes planned for a place provided for in the relevant national park management plan. Policy 8.6(f) refers to powered vehicles and these should not be taken off roads or routes specifically approved. Vehicles and aircraft are discussed in more detail in the TNPMP analysis and also in the assessment of effects section (section 9.3) where vehicles are discussed in more detail.

e. Policy 10.3(d) states a lease granting an interest in the land should be considered only when exclusive possession is necessary for the protection of public safety or the physical security of the activity or for its competent operation. This is discussed further in section 9.7 of the report. Policies 10.4 and 10.5 of the GPNP recognise ski area facilities and aerial cableways (such as those which the Applicant [plans to use) can be accommodated within national parks so long as they are located in amenities area and/or ski fields. Policy 10.4 (a) states national park management plans will identify the conditions under which applications for new ski fields and modifications to existing ones may be considered. In this case, the Applicant has sought to continue operations within an existing field and is not presently seeking consent to expand or develop the field.

f. Activities involving powered aircraft are recognised in policies 10.6 (a) to (h) which are managed through the TNPMP. Section 10.7 Commercial Filming and Photography provides for commercial filming and photography so long as criteria are met.

g. In the Department's view, none of the Policies described above would be contravened by the granting of a concession to the Applicant, provided that the terms and conditions proposed in the draft concession are imposed.

Tongariro Taupo Conservation Management Strategy 2002

4. The operative Tongariro Taupo Conservation Management Strategy 2002 – 2012 (CMS) contains no specific policies in relation to the Tūroa ski area, however there are general principles and other policies which are relevant to the proposed activity. These are discussed below. The general principles are found in section 2.1.2 of the CMS.

5. **Principle 1: Protection and Enhancement of natural environment within the Conservancy**. The management actions relate to the protection and management of biodiversity, including protected species as well as introduced species. One submitter noted the importance of this principle when considering the application. There is specific reference to the removal of past developments which no longer fulfil a function. The Nga Wai Heke chairlift is considered redundant and is not required as part of the application. The Applicant will achieve this by complying with works approvals when they seek to construct new facilities. They have also committed consolidating lifts and having a net decrease in infrastructure over the term of the concession.

6. **Principle 2: Protection of Historic Resources where they are managed by the Department.** There are no identified historic resources or actively managed historic sites within the Tūroa Ski Area boundaries. It is noted that the site is a UNESCO World Heritage Site and the Park as a whole needs to be managed according to the values which the site

is set aside for. Submitters raised the site was set aside for cultural values and this needs to be considered. This is discussed more in sections 7 and 8 of the main report.

7. **Principle 3: Development of an effective conservation partnership with Tangata Whenua.** The management actions relate to the Department's engagement and work with Tangata Whenua as an agent of the Crown, including the requirement to give effect to the principles of the Treaty of Waitangi. Please see sections 7 and 8 of the main report where this is discussed.

8. **Principle 4: Fostering recreation use of public conservation land**. The Applicant is contributing to the recreational facilities that provide for experiences for the public on conservation land. A range of activities, from safe snow fun, sightseer experiences, beginner skier through to the provision of expert ski and snow board trails, are all provided by the Applicant. Approximately half of the visitors to the Tongariro National Park visit to recreate at the ski areas and traditionally Tūroa has been one of the most visited ski areas in New Zealand. Many of the submissions received stated they had learned to ski on the ski area and continue to be regular visitors. Submitters noted granting this concession will foster recreation and the use of natural and historic resources for recreation.

9. **Principle 5: Limiting non-recreation commercial use of public conservation land**. The purpose of the Applicant's activities is to provide for recreational use.

10. **Principle 6: Enhancing advocacy outcomes and community relations.** The Department has a statutory duty to advocate for the protection of natural and historic values and the department should work closely with local bodies and community agents to achieve its goals. The Applicant is popular with some submitters. It has also indicated a willingness to become involved in, and advocate for, conservation outcomes and community relations. The Application could be viewed as positive if viewed by the lens of Principal 6. However, some submitters (Ruapehu Skiers Stakeholders Association and Life Pass Holders for example) are currently unhappy with the MBIE process resulting in this Applicant seeking to operate Tūroa ski field, including because life passes issued by RAL will not be binding on the Applicant. The principles of the Treaty of Waitangi and Kaupapa Māori are discussed in section 3.7 of the CMS. This section sets out an interpretation of the principles and how the Department will work with Treaty Partners. He Kaupapa Rangatira is a joint initiative document which will set out how the two parties will define and work together. This has not yet been implemented but may be implemented in the future.

11. **Part 3 – 3.5.2 Recreation Management.** A listed objective in this section of the CMS is *'to provide, where practicable, access to public conservation land for people with disabilities, and to provide appropriate facilities' and 'to provide free public access to public conservation land'*.

12. **Implementation c** states, '*public access will not be restricted in favour of concessionaire activities, except where an existing lease provides an exclusive occupation'*. These objectives provide a clear direction to allow public access to public conservation land. It is noted that the application differs from the licence held by RAL. The Applicant is applying for a lease and licence whereas RAL holds a concession described as a "licence". Some submitters were concerned with the restriction of further areas of public access to the lease areas which is contrary to implementation clause c. This clause sets out a clear expectation for public access It is noted the previous RAL licence did provide exclusive

occupation over the buildings. The Department is recommending the exclusive occupation areas are broadly similar to what has previous been granted plus base area A for safety reasons (refer to section 9.7). There is not considered to be a material change to exclusive use occupation of the ski area.

13. Although RAL's concession is described on its face as a licence, in fact it allows RAL to exclude public access to those parts of the land that are occupied by RAL's structures and facilities. The current Applicant is seeking a similar ability to exclusively occupy those areas but has also requested exclusive use of locations which RAL may not have enjoyed. In particular, the base plaza area and a one metre curtilage. Expanding the exclusive use areas is contrary to implementation c discussed above. This matter is also discussed in section 9.7. In order to honour the expectations, set out in the CMS, the Department recommends that exclusive occupation (via a lease) does not expand upon the areas previously exclusively used by RAL.

14. Aircraft part 3 – 3.5.2.2 objective allows for aircraft landings for management and emergency purposes where this enhances visitor opportunities without compromising the experience of others. Aircraft includes helicopters and drones for the purposes of this application. A range of implementation policies are listed, and aircraft is discussed more in the TNPMP section below.

15. Part 3.8 Concessions sets out expectations for concessions and section 3.8.1 refers to Recreation Concessions. This section specifically provides for the Tūroa ski area. This section includes an objective which also encourages recreation use through concessions provided they are compatible with natural and historic values. Implementation policies (a) to (m) set out policies which must be considered when processing an application. These include that they need to be considered in accordance with the Conservation Act, relevant plans, adverse effects (including cumulative effects) need to be minimised. These considerations are set out in this report.

16. Overall, the CMS encourages recreational use of public conservation land and provides for the Tūroa Ski Area. The proposed activity is consistent with the CMS, provided public access is maintained to the current extent.

<u>Tongariro National Park Management Plan 2006-2016</u>

17. The current TNPMP is tche primary statutory policy framework against which decisions are made in relation to the park. TNPMP was developed in accordance with the NPA and sets out the Department of Conservation's proposed intentions for managing Tongariro National Park. You should only grant the concession if you are satisfied that this would be consistent with the TNPMP.

18. In general, the TNPMP recognises that activities, such as those in this proposal, can be enabled provided they are appropriately managed. The TNPMP also notes Mt Ruapehu is 'nationally important' for skiing. Many submitters raised this point. The RSSA submission (and other submitters affiliated with the RSSA) noted the Applicant proposes to reduce the carrying capacity of the ski area, which they say is contrary to this aim.

19. Many sections of the TNPMP are relevant to the application as set out below. There is a full chapter on Ski Area management and specific Ski Area Policies. Part 4 of the park plan provides general use objectives and policies for the park, more specifically, the

policies in section 4.4 (concessions) while Part 5 objectives and policies are specific to ski areas within the park. These policies provide for skiing and snow related activities within the Tūroa ski area boundary. The application is broadly consistent with these policies, which are outlined below.

20. Submissions in support of the proposal noted that it is generally consistent with the TNPMP objectives and policies. Submitters emphasised the recognition the TNPMP gives to the national importance of the area for skiing, highlighting that the Plan provides for skiing related activities in the Tūroa Amenities Area.

Treaty Partner

21. Sections 3.1.5 (Key management philosophies) and 4.1.2 (He Kaupapa Rangatira) refer to the principles and objectives of the Treaty of Waitangi. The specific protocols referred to in 5.2.1.14 (He Kaupapa Rangatira) were developed in conjunction with Ngāti Tūwharetoa in response to a Treaty claim filed by Sir Hepi Te Heuheu. See section 8 of the main report for Treaty Partner engagement and involvement for this application.

Landscape

22. Section 4.1.3 seeks to protect the Park's natural landscape values and ensure infrastructure is designed and located to avoid impacts on landscape values. Section 4.1.3, in accordance with many other sections within the plan, also includes a requirement to remove redundant infrastructure. A submitter raised that terrain modification should be approved. A submitter raised the requirement to minimise infrastructure and noted the applicant may increase infrastructure or extend buildings in the future. While this application doesn't seek authorisation for terrain modification or any new infrastructure that has not yet been approved, nevertheless, when considering applications for replacement infrastructure, this is a matter that is given effect to through the works approval process. There are no new structures proposed and the Department is satisfied that the landscape effects are well managed, and that existing buildings, structures and facilities are located in such a way as to minimise the effects on landscape values.

Waste, Discharges, Contaminants and Noise

23. The objectives and policies in Section 4.1.17 set out expectations for how waste will be managed. These are discussed further in the effects section (section 9.3 of the main report) and special conditions are recommended to ensure the concession (if granted) is consistent with this section. Of note, policy 6 states fuel and sewage spills onto land or into watercourses constitute serious pollution. It is noted there has been a large discharge into the Makotuku River by RAL in 2013 and small-scale spills occur on a semi-regular basis. More robust conditions are recommended than were in place prior to this spill. Also, Policy 10 states Concessionaires who surrender their licences or permits will be required to remove all buildings, structures, and rubbish from the park. As discussed elsewhere in this report, the Concessionaire will be responsible for any structure they install during the term of the concession (and any structures which become redundant during the term). However, any structures which are currently present will become the responsibility of the Crown at the end of the term.

Amenities

24. The Tūroa Ski area is within the Tūroa Amenities Area which is covered under section 4.2.4. Amenity areas are set aside to provide for the development and operation of recreational and public amenities and services at a scale which is not appropriate elsewhere in the park. Policies state the boundaries of these amenities area should not be amended, except if a survey of the Tūroa Alpine Flush show the natural boundary differs from the gazetted exclusion to the Tūroa Amenities Area. See Appendix 1 for a map of the Tūroa Amenities Area. It is noted not all infrastructure is within the Amenities area, with the High Noon T Bar extending north of the area. However, no new infrastructure is proposed for outside the amenities area for this application. New proposals would need to be assessed on their merits.

Recreation

25. Public recreation use of the National Park is encouraged in the TNPMP. It is clear throughout the TNPMP, in the descriptive text (page 128), that the expected focus for recreation in the National Park Amenities Areas is skiing as the activity that requires the most significant systems and mechanised support. This is accepted within this area due to the historic usage and that Mt Ruapehu is one of only two true alpine terrain areas in the North Island where skiing can take place. The Tūroa Ski Area is an important part of the recreational mix of opportunities in the Park as it enables visitors to enjoy the natural values of the Park. While the ski area occupies less than 1% of the total land area, the ski area attracts some 20 – 30% of all visitors to the Park who come for an alpine recreation experience in a safe and managed way.

26. The National Park wide Recreation Objectives and Policies (4.3.2 page 129) require the department to a) *ensure free and unrestricted public access to and use of the park where consistent with national park principles* b) *provide for enjoyable visitor experiences …consistent with national park philosophy and values* c) *maintain national park values to provide for high quality visitor experiences* d) *manage Visitor pressure at sites to keep within the sites' physical, ecological and social carrying capacity* and e) *encourage regional tourism stakeholders to develop activities and attractions at appropriate sites off Public conservation lands.*

27. Policies under 4.3.2 Recreation support this push to protect the values of the Park whilst providing visitors with experiences that can only be had within the National Park. This includes policy identifying the need for research and monitoring on the effects of use on the Park, especially in high impact areas.

28. Policy 4.3.2, 9 (page 130) identifies the opportunity to work with ski concessionaires in Tūroa to provide permanent end of road facilities for all year-round visitors (shelter, toilets and interpretation). This policy indicates the expectation that although the majority of visitors to the Ski areas will be going to ski there will be other visitors year-round interacting with the ski areas for other recreational activities. The Applicant has requested year-round use of the Tūroa Ski Area, which is limited to providing retail and food/beverage services from buildings currently used for those purposes during winter). Note any additional summer activities use will need to be assessed separately through a variation or works approval process. The proposed summer use is aligned with this policy for year-round use of the base area.

Concessionaires

29. Section 4.4 relates to concessions and provides broad guidance to decision makers on all concession types and specific guidance on a narrow range of activities that does not include ski areas. This is due to a separate section of the TNPMP containing specific policies with regard to the operation of the ski area which are discussed below.

Aircraft

30. Aircraft policies, including helicopters and drones, are covered section 4.4.2.6. In order to protect the value of natural quiet in the Park aircraft use is not supported in the TNPMP except for specific uses, i.e. park management and visitor safety activities. However, it does recognise aircraft use can provide a practical and useful means of management and visitor safety. Policy 4.4.2.6, 1 allows for aircraft to operate for activities which would benefit park management, where undertaken by the Department or a concessionaire authorised by the Department to carry out these activities. This provides scope for the Applicant to undertake the park management activities specified in the application form. These include maintenance of assets, transporting personnel when other transport options are not available, transporting food and waste, relocating items after extreme weather, search and rescue. The Applicant intends on using drones as much as possible (over helicopters) which will minimise impacts on park visitors (policy 4.4.2.6, 2). Policy 4.4.2.6, 11 states any application must take account of the purpose for the aircraft, alternative transport and the impact of aircraft on the environment. These are considered in the effects section 9.3 of the main report and show that the impacts of aircraft, especially drones, is the only viable option and will have less impact than overland transport, however, do have higher noise and impacts on other users. Using aircraft for filming (for promotional purposes) is not required for park management and therefore is inconsistent with this policy. A definition of what aircraft can be used for park management purposes is recommended to be included in any concession granted. In addition, a special condition will be recommended requiring re-fuelling to be undertaken in the Tūroa Ski Area on hard standing areas where possible (policy 4.4.2.6, 13).

Ski Area

31. The natural values of the Tūroa Ski Area are described in section 5.1.1.2 of which the two most important are the Tuora alpine flush and the upper Mangawhero stream. These two areas have close to 100 per cent plant cover. See section 9.3 of the main report for more discussion on these areas.

32. Section 5.1.1.3 relates to Ski Area Development and Slope Capacity. The comfortable carrying capacity of the Tūroa Ski Area is 5,500 skiers per day, which is determined by environmental and infrastructure limits. The Applicant has stated the carrying capacity will remain at 5,500 skiers in the short term but has indicated it will likely reduce the carrying capacity to 4,500 snow-sport users within 10 years by reducing the ski lift infrastructure. Any future proposals to add or remove infrastructure will be subject to separate considerations and are not part of this application. The RSSA submission (and other submitters affiliated with the RSSA) noted the application's proposed reduced carrying capacity will reduce public enjoyment of the Park. However, the TNPMP notes the 5,500 carrying capacity is a maximum not a minimum. It is recommended a special condition be included which requires a carrying capacity of up to 5,500 snow-sport users per day.

Ski Area Objectives and Policies

33. Section 5.2 has 15 subsections which set out how ski areas should be managed. For completeness, each section is discussed below. Section 5.2.4 Landscape Planning, and 5.2.5 Building Development, are not discussed as no new works are proposed as part of the concession.

34. Management of Existing Ski Areas - Section 5.2.1 relates to the management of existing ski areas. As an established ski area, Tūroa is recognised and no additions or extensions to the ski area boundary or licence area are proposed. Objective d is to ensure operations of ski areas does not adversely affect the experience of park visitors, the landscape and biophysical environment. This was noted by a submitter as a crucial point. The following set out how the objectives are met. The application is consistent with policy 2, which provides that some ski lifts and associated facilities can are provided outside of the amenities areas if they cannot reasonably be located within the amenities area. In this case the Applicant is simply seeking approval to continue use of existing structures, some of which are located beyond the amenities area. The activity (other than filming) is consistent with policy 7, in that aircraft is managed as per policy 4.4.2.6.

35. Policy 12 allows for summer activities without expanding the use of facilities, which is consistent with the summer use proposed by the Applicant.

36. Policy 14 discussed He *Kaupapa Rangatira*, specifically that tangata whenua will be included in the development and management of the ski areas. This is discussed more thoroughly in the *He Kaupapa Rangatira* section and the treaty section of the main report (section 8).

37. **Indicative Development Plans for Ski Areas – section 5.2.2 and Base Area Strategies 5.2.3**. Indicative Development Plans are intended to provide long-term strategic direction of the ski area and to outline proposed large-scale changes to the ski area. The objectives and policies set out what should be included in the Indicative Development Plan. An Indicative Development Plan will be required if the concession application is approved and the Concessioniare will work with the Department to approve this plan. It is important to note however that approval of the Indicative Development Plan does not obviate the need for Ministerial consent for new activities or structures where those are foreshadowed in the IDP. A Base Area Strategy is similar and provides for long-term planning specific to the base and carparking areas.

38. Ski Area Licences are discussed under section 5.2.6. This section records that RAL holds licences for both the Whakapapa and Tūroa ski fields and records the Department's belief in the benefits of having one concessionaire for both ski fields. The policies set out that the terms of the licences will be subject to the TNPMP (policy 1). Furthermore, the licences will be consistent with the ski area boundaries (policy 2) and the efficiencies of single concessionaire regimes will be maximised (policy 3).

39. The TNPMP did not foresee RAL entering receivership or liquidation, and subsequent attempts to sell its assets. While the Department recognises the efficiencies of a single concessionaire (particularly in terms of communication, and safety), the Department does not control commercial decision-making around the sale of RAL's assets. The policies do not preclude a separate concessionaire operating Tūroa and PTL's application has to be assessed on its merits. Section 5.2.7 Cafeterias and Day Shelter requires ski areas to provide public shelters within the base areas of the ski area and notes Tūroa Ski Area has

covered open spaces. The Applicant has requested the base plaza area be included as a lease area. Many submitters were concerned about a lease of the base plaza area leading to loss of public use of the shelter(s) located within that area. It is the Department's view that exclusive use Zones B, C and D of the of the Base Plaza Area by the Applicant is inappropriate. It is recommended a lease is declined for the base plaza area and the Applicant's activities are instead provided for by way of a licence.

40. Sections 5.2.8 Water Uses and Snowmaking, Section 5.2.9 Snow Fencing and Grooming, Section 5.2.10 Slope Modification and Rock Grooming, Section 5.2.11 Vehicular Access Onto Ski Areas and Section 5.2.12 Ski-Lift Construction and Maintenance cover operational aspects of the ski area. The recommended special conditions will ensure the activity is consistent with these aspects of the TNPMP. It is also noted that if there are any future changes to snowmaking, such as the snow farm identified in the draft IDP, those activities will need to be assessed against policies in those parts of the TNPMP.

41. Public safety (section 5.2.13), it is the responsibility of the concessionaire to provide a safe environment. The policies set out that ski area concessionaires must maintain a current safety plan which are approved by the Minister prior to each season. The ski areas must also provide a ski patrol and emergency care facilities. Submitters were concerned the Applicant may not continue the existing ski patrol service or public safety work. It is also noted that Ruapehu is an active volcano and is known for its adverse weather conditions. Section 4.1.14.1 discusses volcanic hazards. It is noted volcanic events are a risk and the concessionaire will be required to maintain a current safety management system. Similarly, section 4.2.14.2 relates to Avalanche and Erosion which will also need to be managed through the safety management system. These issues are discussed more in the assessment of effects section (9.3). In summary, suitable conditions can be imposed in a lease/licence concession to address these matters.

42. Section 5.2.14 covers public access to the ski area which states that the general public has a right to freedom of access to the ski areas. This has been discussed in this report and free public access will be a condition of any concession except in relation to the leased areas.

43. **Summer use (section 5.2.15)**. This section states the primary purpose of the ski area must be for winter-based snow activities. Summer activities will be allowed where they use the winter infrastructure without additional requirements (objective b). The Applicant has stated it intends to conduct summer activities in the future. They haven't specifically stated what these are, except that they will be low impact activities which utilise retail and food and beverage facilities. A special condition is proposed which requires a separate approval for any additional summer activities. The sale of food, beverages and other items from existing buildings is not contrary to this policy.

44. Overall, it is considered the proposed activity is consistent with the TNPMP subject to recommended conditions. However, granting of a lease over the base plaza area is not consistent with policies 5.2.6, 5.2.7 and 5.2.14. Using aircraft for filming is also not consistent with the TNPMP and using aircraft. Accordingly, the Department recommends those aspects of the application are declined.

Tongariro National Park Bylaws 1981

45. The Tongariro National Park Bylaws set out bylaws for certain activities within the park. They include restrictions on refuse, camping, access, vehicles amongst other things. Provided the Applicant complies with the standard and special conditions, it is considered the Tongariro National Park Bylaws 1981 will be complied with.