



Recommendation and Decision Report

Applicant: Whakapapa Holdings 2024 Limited
Permission number: 118471-SKI
Application Type: Notified Leases, licence and easement

To: Penny Nelson, Director General
From: Lynette Trewavas, Senior Permissions Advisor
Date sent: 15 April 2025

Executive Summary - Whakarāpopoto ā kaiwhakahaere

1. The Department has received an application from Whakapapa Holdings 2024 Limited under section 49 of the National Parks Act 1980 and Part 3B of the Conservation Act 1987 for concessions for Whakapapa Holdings Limited (WHL, the Applicant) to operate the Whakapapa Ski Area. The concessions are for a lease and licence for the operation of the Whakapapa Ski Area, as well as an easement to convey water to the ski field and six buildings in the Whakapapa Village to be used for staff accommodation.
2. Tongariro National Park is of high cultural significance to iwi and hapū. Treaty partners with an interest in Whakapapa ski area are the Office of Te Ariki Tumu te Heuheu, Te Kotahitanga o Ngāti Tuwharetoa (TKNT), Ngāti Hikairo, Ngāti Hāua Iwi Trust (Ngāti Hāua), Ngāti Rangī, Te Korowai o Wainuiārua, and Te Patutokotoko. Their views range from supporting the continuation of the ski field in principle, to neutral or opposed and cover a wide range of matters.
3. The application was publicly notified on 18 December 2024, resulting in 529 submissions. Of these submissions, 469 were in support, 18 neutral and 42 opposed the application. Hearings were held on 17 to 19 February 2025 in Tūrangi, where 21 submissions were heard.
4. The application is broadly consistent with the statutory requirements set out in Part 3B of the Conservation Act. It is consistent with the operative statutory planning documents, including the 2005 General Policy for National Parks, Tongariro/Taupo Conservation Management Strategy 2002-2012 and the Tongariro National Park Management Plan 2006-2016 (s17W of the Conservation Act). Potential adverse effects are expected to be able to be managed through adherence to special conditions (s17U(1)). The ski area is not contrary to the purpose for which the land is held (s17U(4)) and the buildings meet the criteria to be granted as a lease (s17U(5) and (6)).
5. The application is recommended to be approved with a term of ten years, with a review after five years provided for. This term was requested by the Applicant, primarily to allow for the development of relationships and to facilitate an engagement process with Iwi and hapū during this time. It also recognises the Treaty of Waitangi settlement negotiations for Tongariro National settlement negotiations are outstanding and will likely create a new framework for the management of the National Park.
6. The following activities are recommended to be declined:

- a. Using aircraft for filming for promotional purposes as it is inconsistent with the Tongariro National Park Management Plan.
- b. Service and maintain certain existing walking trails as the trails identified by the Applicant have not been developed by the Department, and their continued service and maintenance is therefore inconsistent with the Tongariro National Park Management Plan.
- c. Future non-snow sport events within the licence area as the information available is insufficient or inadequate to enable the delegated decision maker 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(17U2(a)).

7. I recommend that you..... (Ngā tohutohu)

	Concession under Part 3B of the Conservation Act 1987	Decision
a)	Approve the lease/licence concession to operate Whakapapa ski field. Subject to the standard concession contracts and the special conditions identified in this report.	Yes / No
b)	Approve the easement for the water pipe. Subject to the standard concession contracts and the special conditions identified in this report.	Yes / No
c)	Approve the six lease concessions for staff in Whakapapa Village. Subject to the standard concession contracts and the special conditions identified in this report.	Yes / No
d)	Decline using aircraft for filming for promotional purposes under section 17W of the Conservation Act, as it is inconsistent with the Tongariro National Park Management Plan 2007.	Yes / No
e)	Decline the walking trails under section 17W of the Conservation Act, as it is inconsistent with the Tongariro National Park Management Plan 2007	Yes / No
f)	Decline non-snow sport events within the licence area under 17U(2)(a) as the adverse effects of these events cannot be adequately assessed and mitigated.	Yes / No

Penny Nelson

Penny Nelson
Director-General

24/04/2025

Date

Pursuant to the Delegation dated 9 September 2015 and 7 July 2019

Purpose - Te aronga

8. Decisions are 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 concessions for Whakapapa Holdings Limited (WHL, the Applicant) to operate the Whakapapa Ski Area. The concessions are for a lease and licence for the operation of the Whakapapa Ski Area, as well as an easement to convey water to the ski field and leases to occupy six buildings in the Whakapapa Village for staff accommodation.
9. Unless otherwise indicated, references to sections within legislation are intended to refer to sections within the Conservation Act.

Context - Te horopaki

10. Whakapapa ski field is located on the north-western slopes of Ruapehu within the Kāhui Maunga (which includes the Central North Island mountains of Tongariro, Ruapehu and Ngāruhoe). Kāhui Maunga remain sacred to all iwi and hapū of the region. Kāhui Maunga, are living beings, an indivisible whole area incorporating its tributaries and all its physical and metaphysical elements. Kāhui Maunga and the whenua now contained within the Tongariro National Park boundaries are of immeasurable historical, cultural, and spiritual importance to the collective Iwi of this rohe (Treaty partners / Kāhui Maunga Iwi / Iwi).
11. 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.
12. The nucleus of the Park was a tuku (gift) to the people of New Zealand 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. Maunga Ruapehu remains sacred to all iwi and hapū of the region.
13. 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
14. 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.
15. 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.
16. Treaty settlement negotiations have resulted in the settlement of claims for:
 - a. the Whanganui River / Te Awa Tupua Act 2017 (which is engaged through tributaries of Te Awa Tupua falling within the footprint of the application area. Key settlement obligations relating to Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Pou Tupua Act) are discussed in further detail below.
 - b. Ngāti Tūwharetoa settled in 2018, Ngāti Hikairo claims were resolved through the Ngāti Tūwharetoa settlement

- c. Ngāti Rangi settled in 2019.
 - d. Te Korowai o Wainuiārua settled in 2023 with their final reading held on 6 March 2025.
 - e. Ngati Haua have recently signed their Deed of Settlement in March 2025
 - f. Patutokotoko interests have been covered through collective settlements.
17. The Department acknowledges Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 and He Kaupapa Rangatira provide for the Department to engage in direct and meaningful conversations with hapū and Iwi regarding the making of decisions pertaining to the tāonga over which these arrangements exist. This is additional to the section 4 obligation and commitments in other Treaty settlements.
 18. Separate to this process, but arising from engagement, the Department and Ngā Tāngata Tiaki o Whanganui Trust (Ngā Tāngata Tiaki, the post settlement governance entity of Whanganui iwi for the purposes of the Te Awa Tupua settlement) have agreed to enter into a Terms of Reference (or similar) to set out their respective commitments, including to enable the Department to deepen its understanding of the intrinsic values that represent the essence of Te Awa Tupua, of Tupua te Kawa, the status as a legal person, and the importance of Te Awa Tupua to the whole Whanganui catchment community. An intention of this work will be to consider how to best recognise and provide for Te Awa Tupua and Tupua te Kawa in future concessions processes and other areas of the Department's work, and both parties recognise this to be a long-term and developing relationship and that a deeper understanding of the obligations will come with time, including through the development of values.
 19. A priority for Treaty partners is maintaining the pristine state of the peaks and the appropriate protection and conservation of Kāhui Maunga in keeping with the tikanga and kawa of the Kahui Maunga Iwi. The recognition of their mana and restoration of kaitiakitanga is paramount.
 20. Strong concerns have been continually stated (during this process and previous engagement) by Iwi over all the commercial activities associated with Kāhui Maunga, and that the approval of these activities will likely prejudice the future negotiations in a way that could impact all of the Kāhui Maunga Iwi abilities to fully assert their tino rangatiratanga and kaitiakitanga roles over the Tongariro National Park, as outlined in their Deed of Settlements.
 21. The Applicant has applied to conduct the activities currently performed by the receivers and liquidators of Ruapehu Alpine Lifts Limited (RAL) in the Whakapapa Ski Area in Tongariro National Park (the Park). This includes the operation of Whakapapa ski field, staff accommodation in Whakapapa Village and use of a water easement from Waipuna stream.
 22. Skiing has occurred at Whakapapa since rope tows were installed in the 1940s. In 1953 a licence to operate a chairlift and other facilities was granted to RAL by the then Tongariro National Park Board.
 23. The Applicant is seeking a term of 10 years with a review after five years. The first five years prior to the review is expected to allow time for the Applicant to develop relationships with Treaty partners, develop a Cultural Impact Assessment or relationship agreements, and to allow monitoring of the activity. The 10 year term also recognises that the settlement of historical Treaty of Waitangi claims related to the Tongariro National Park (WAI 1130 Te

Kāhui Maunga) is outstanding. While negotiations have not yet started, the settlement will likely impact on the future management of the Park.

24. The Applicant has not previously held a concession and as such has no outstanding or existing compliance issues. Dave Mazey (Director of WHL) is a former CEO of RAL and has had 30 years experience with Whakapapa Ski Area. Mr Mazey retired as CEO in 2016.
25. RAL previously held concessions for two ski fields in the Park: one at Whakapapa and one at Tūroa. The Whakapapa concession (40011-SKI) was granted in 2016 for a term of thirty years, with up to an additional six rights of extension of five years each. The Tūroa ski field concession (48601-SKI) was surrendered on 5 April 2024 when a concession was granted to Pure Tūroa Limited to operate Tūroa Ski Area.
26. 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.
27. RAL's operations at Whakapapa Ski Area are currently authorised by concession 40011-SKI. RAL's activities are presently being managed by the receivers. If you decide to grant a concession to WHL, and WHL accepts the terms of that concession, RAL will need to surrender its concession before WHL's concession takes effect.
28. In 2023, RAL's liquidators led a process seeking bids to acquire RAL's assets. MBIE's Kānoa – Regional Economic Development & Investment Unit assessed bidders' requests, including for Crown financial support. In December 2024, the Crown agreed to provide a \$5M loan to WHL to support the sale of Whakapapa Ski Area. This loan is conditional on WHL obtaining a concession to operate the ski area. The Sale and Purchase Agreement is also conditional on WHL obtaining a concession.
29. WHL submitted its application for a concession on 29 October 2024. In essence, WHL is seeking to continue RAL's activities at Whakapapa Ski Area. At this stage, and for reasons explained in this report, WHL is only applying for a 10-year concession term, which is significantly shorter than RAL's current concession for Whakapapa. WHL has signalled its intent to apply for a longer term in future.
30. WHL wishes to operate the Whakapapa ski field for the 2025 ski season. In order to do so effectively, WHL considers that a decision on whether to grant the concession should be made by the end of April, so that it has sufficient lead-in time to prepare for the season, including selling season passes. The Sale and Purchase Agreement entered into is conditional upon WHL obtaining a concession by 30 April 2025.
31. The Department acknowledges that it is important, not only for WHL but also for the Department and other stakeholders, that there is certainty one way or another regarding WHL's application, sufficiently prior to the 2025 ski season. If WHL does not acquire a concession, RAL's concession will continue. The receivers could potentially operate Whakapapa for the 2025 season. However, Cabinet has indicated there will not be any further additional funding for the receivers to operate Whakapapa for the 2025 season. This amplifies the need for the receivers to know as soon as possible whether they will be operating Whakapapa in 2025, so they can make the necessary preparations.
32. To reflect this, Cabinet set a timeframe for the concession application to be processed by 30 April 2025. Accordingly, the Department has processed this application to enable you to make a decision on the application in this timeframe.
33. The Department has been engaging with Treaty partners both before and after the formal submissions and hearings process.

34. It is against this background that the analysis and considerations are provided.

The Application

35. WHL has applied to conduct the activities currently performed by RAL in the Whakapapa Ski Area, specifically, the operation and maintenance of the existing Whakapapa ski field. Appendix 1 sets out the infrastructure WHL has applied for.

36. WHL is seeking the following concessions:

- a. Licence area – for the existing Whakapapa Ski Area licence area (approximately 550 hectares). Permission to use helicopters/drones and explosives is also sought in areas beyond the ski field. Accordingly, a licence is sought in respect of known avalanche paths to enable avalanche control activities to occur there.
- b. Lease area – exclusive occupation rights over land occupied by specified structures within the ski field. The lease areas are limited to the building footprints and include curtilage areas. The application includes all buildings, drive and return stations, a pump shed located in the Waipuna Valley and other specified infrastructure. WHL has also requested rights to sub-lease the retail components of the activity (cafés, retail, rental, ski school). No specific sub-lease or sub-licence applications have been received, and these applications would be considered on a case-by-case basis if the concession was granted. The Whanganui River Iwi Collective has raised concerns with possible sub-licencing occurring without clear oversight of this. Ngāti Hikairo also oppose the ability of future sub-licences or assignments. The Department will ensure iwi and hapū views will be sought if any sub-licence or assignment agreement is requested in the future.
- c. Water pipeline easement – for a water pipeline from the ski field to the Waipuna Valley, approximately 1180 metres below the ski field. The electricity required for the pump is provided by The Lines Company under a separate concession, therefore electricity is not included in the easement. The pump shed for the pipeline is included within the lease application rather than the easement.
- d. Leases for staff accommodation in Whakapapa Village – exclusive occupation rights for six buildings in Whakapapa Village for the purpose of accommodating its staff. In addition to the building footprints, rights to occupy are also sought for the existing curtilage, garaging and carparking areas associated with the buildings. Each building also has water, wastewater and power utilities. These buildings are:
 - i. Staff Quarters lodge – Ngauruhoe Place (built 1973);
 - ii. House and double garage – Tawera Place (built 1962);
 - iii. House 1 – Hepi Terrace (built 1962);
 - iv. House 2 – Hepi Terrace (built 1970);
 - v. Hepi Terrace flats (2 flats) – Hepi Terrace (built 1972);
 - vi. Bachelor Quarters flats – Tawera Place (built 1975)

Summary of public notification process

37. Public notification was required for this application under section 17SC(1), as any lease application must be publicly notified. The Deputy Director-General Policy and Regulatory Services determined the application was ready for public notification on 11 December 2024. The application was notified as per section 17SC and the Department followed the steps set out in section 49 of the Act regarding public objections and submissions, the

holding of a hearing and the production of a report summarising the objections and submissions and recommendations as to the extent to which they should be allowed or accepted.

38. The application was publicly notified on 18 December 2024. The period during which the public was able to provide submissions closed on 7 February 2025. 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.
39. Treaty partners have advised they believe the timeframes for notification were too short and should not have occurred over the Christmas/summer break. This period also includes the culturally significant dates of Rātana and Waitangi Day. These factors contributed to only Ngāti Haua Iwi Trust choosing to submit in the public notification process. Engagement with all iwi and hapū with an interest in Whakapapa Ski Area has occurred outside the public notification process.
40. A total of 529 submissions were received. Of these submissions, 469 were in support, 18 neutral and 42 opposed the application. Hearings were held on 17 to 19 February 2025 in Tūrangi. The Hearing Chair (Director-General's delegate) was Darryn Ratana (Kaihautu Regional Operations), who was supported at the hearing by Stephanie Bowman (Permissions Delivery Manager) and Clint Green (Deputy Chair of the Tongariro Taupo Conservation Board).
41. 19 submitters spoke to 21 submissions (one submitter spoke on behalf of two additional submissions). The Objections and Submissions Summary Report (Hearing Report) was drafted by the Hearing Chair and is also provided to you to assist your decision. That report summarises the main themes and provides recommendations, to the extent that the Director-General's delegate was able, on the extent to which the objections and submissions should be allowed or accepted.
42. Where relevant the advice in the Hearing Report is incorporated and discussed further in this Report.
43. Some of the submissions raised themes which are not relevant to the statutory considerations of this application. Submission points not allowed 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).

Conservation Board comments

44. 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 may also provide 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 in January 2025. At that time, the Board discussed the option of a submission, however, instead requested to take a seat on the hearing panel. They decided to have Clint Green (the Conservation Board's Deputy Chairperson) assist Mr Ratana

during the hearing process. Mr Green reported back to the Board at the end of the hearing along with the submission report.

Treaty Settlements

National Park Inquiry

45. 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 are influential and can assist the parties in their Treaty settlement negotiations. As discussed below, negotiations in relation to the Park are at an early stage.

Treaty Settlements

46. 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 and what they require in relation to this application. Relevant Treaty settlement legislation and Deeds of Settlement must be considered. This is additional to but can help the analysis under section 4 of the Conservation Act. 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.
47. Treaty settlement negotiations have resulted in the settlement of claims for the Whanganui River / Te Awa Tupua (which is engaged through tributaries of Te Awa Tupua falling within the footprint of the application area), Ngāti Tūwharetoa, and Ngāti Rangī. Negotiations with Ngāti Hāua and Te Korowai o Wainuiārua are awaiting ratification (signing expected May 2025), with the third reading being passed in March 2025. Ngāti Hikairo claims were resolved through the Ngāti Tūwharetoa settlement and Patutokotoko interests have been covered through collective settlements. Key settlement obligations relating to the application include He Kaupapa Rangatira and Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Pou Tupua Act) which are discussed in further detail below (He Kaupapa Rangatira is included in Appendix 3). Ngāti Tūwharetoa settled in 2018 and Ngāti Rangī settled in 2019 but neither has any specific provisions that are directly relevant to this application.
48. The Ngāti Rangī Settlement includes obligations on the Crown in respect of the Whangaehu River or an activity within Te Waiū-o-Te-Ika catchment that affects the Whangaehu River. The Ngāti Rangī Claims Settlement Act defines the Whangaehu River, which includes all tributaries, streams, and other natural watercourses that flow continuously or intermittently into the Whangaehu River and are located within the Te Waiū-o-Te-Ika catchment; and that the catchment of Te Waiū-o-te-Ika extends from Te Wai ā-moe / the Crater Lake, Mount Ruapehu, to the sea. The Ngāti Rangī Claims Settlement Act further defines Te Waiū-o-te-Ika catchment as being shown on SO 512816 (see Appendix 4). While recognising Iwi consider the Kahui Maunga to be an indivisible whole, the Department can confirm the footprint of the application area is not contained within the Te Waiū-o-te-Ika catchment. Impacts of the activity on water catchments, particularly Te Awa Tupua considerations, are addressed in this Report, including through recommended special conditions.

He Kaupapa Rangatira 2006

49. He Kaupapa Rangatira, a framework and protocol for giving practical expression to the Treaty partnership between the Department, Ngāti Tūwharetoa and Ngāti Rangi, to ensure tangata whenua have an evolving and ongoing role in the management of the Park. The principles of He Kaupapa Rangatira were drafted in 2006 in the Tongariro Taupo Conservation Management Strategy and referred to in the Tongariro National Park Management Plan. He Kaupapa Rangatira was formally created in the Ngāti Tūwharetoa Deed of Settlement 2017 and is the principal means for the Treaty principles and objectives to be implemented. It is viewed as a practical and pragmatic expression of the relationship the Department and the Kāhui Maunga Iwi that were engaged with at the time. As expressed in 2006, the then identified nine (9) Treaty principles are listed below and He Kaupapa Rangatira is included in full in Appendix 3:
- a. Kawanatanga
 - b. Tino Rangatiratanga
 - c. Exclusive and Undisturbed Possession
 - d. Ōritetanga
 - e. Kaitiakitanga
 - f. Whakawhanaungatanga
 - g. Tautiaki Ngangahau
 - h. He Here Kia Mōhio
 - i. Whakatika i te Mea He
50. As noted in the Tongariro Taupo CMS and the Tongariro National Park Management Plan, the application of these principles and the achievement of their associated objectives will depend on the particular circumstances of each case including the significance to iwi of the land, resource or taonga in question, and the statutory framework. The way in which the principles and their objectives are stated provides direction for the broader machinery provisions of the conservation management strategy.

Te Awa Tupua Act 2017

51. Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Awa Tupua Act) recognises the special relationship between the Te Awa Tupua (the Whanganui River, as a legal person) and Whanganui Iwi and hapū. Te Awa Tupua Act lists other iwi with interests in the Whanganui River to include Ngāti Tūwharetoa (including Ngāti Hikairo, Ngāti Manunui, and Ngāti Hinemihi), Ngā Rauru Kītahi, Ngā Wairiki Ngāti Apa, Ngāti Maniapoto, Ngāti Ruanui, Ngāti Rereahu, and Ngāti Maru, and the hapū of those iwi, if those hapū have interests in the Whanganui River. Te Awa Tupua Act provides for the river's long-term protection and restoration and 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 to have all the rights, powers, duties, and liabilities of a legal person (s 14(1)).
52. Additional to the general Te Pā Auroa 'relevant consideration' obligation, the Act specifically requires all persons exercising or performing a function, power, or duty under the Conservation Act or the NPA (amongst other listed legislation) 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)) and must state how this obligation has been complied with (s 15(6)). This obligation requires a decision-maker to accord appropriate regard to Te Awa Tupua status and Tupua te Kawa and to carry out this obligation in a manner that is consistent with the purpose of the Act under which the function, power, or duty is exercised or performed (s15 (4)(b)), which is the Conservation Act and the NPA for this concession application. While neither of these Acts has a specific purpose provision, the overriding purpose of the Conservation Act is the preservation and protection of natural and historic resources for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations; and the overriding purpose of the NPA is the preservation of national parks in perpetuity for their intrinsic worth and for the benefit of the public.

53. Te Awa Tupua Act also created Te Kōpuka as a strategy group for Te Awa Tupua. Te Kōpuka membership is comprised of representatives of persons and organisations with interests in the Whanganui River, including iwi, relevant local authorities, departments of State, commercial and recreational users, and environmental groups (s 29(2)). The Department has one member on this body, appointed by the Director-General (s 32(1)(d)). The purpose of Te Kōpuka is to act collaboratively to advance the health and well-being of Te Awa Tupua (s 29(3)). The primary function of Te Kōpuka is to develop and approve Te Heke Ngahuru (s 30(1)), the Te Awa Tupua strategy. The legal effect of Te Heke Ngahuru is that persons exercising or performing functions, powers, or duties under any of the listed Acts, which includes the Conservation Act and the NPA, must have particular regard to Te Heke Ngahuru (s 37(1)), and must state in any decision report how this obligation has been complied with (s37(4)). In exercising your decision-making power, you may adopt or implement Te Heke Ngahuru, wholly or in part, but may do so only in accordance with the Part 3B Conservation Act and NPA statutory framework (s 37(5)).
54. The term “particular regard” has a meaning that involves a greater obligation on the decision-maker than the requirement to have ‘regard’. The courts (in a Resource Management Act context) have described the obligation to have particular regard as creating “not just an obligation to hear and understand what is said, but also to bring what is said into the mix of decision making”.¹ The Whakapapa Ski Area is within the Whanganui River catchment and a small number of tributaries of Te Awa Tupua (e.g. the Whakapapanui stream) begin on the maunga and flow through parts of the ski field footprint.
55. Te Kōpuka has recently undertaken an engagement process with the communities of Te Awa Tupua in relation to the development of Te Heke Ngahuru, which can be found at the following link [He Heke Ngahuru ki Te Awa Tupua.pdf](#).
56. Te Heke Ngāhuru provides information on Te Pā Auroa, establishes a vision statement that reflects the obligations of the Whanganui River community, sets out the legal framework of Te Awa Tupua, and describes a paradigm shift from fragmented governance to prioritise the rivers needs and wellbeing over mere utilisation. Te Heke Ngāhuru is described in the document as being a dynamic and adaptive strategy and that the first 5 years of Te Heke Ngāhuru will focus on growing leadership within hapū and iwi while also developing and providing resources and tools tailored to each community within the larger Whanganui

¹

Takamore Trustees v Kapiti Coast District Council [2003] NZRMA 433 at 455 (HC)

River community. These resources and tools will help foster a better understanding of Tupua te Kawa and demonstrate how collaboration rooted in these values can drive positive change. By the end of this period, the community will be better equipped to find and implement solutions for the subsequent phases of Te Heke Ngahuru, promoting collective progress across the entire community.

57. Te Kōpuka intends to continue their engagement with Te Awa Tupua communities in the development of action plans. The action plans are intended to give life to the Te Awa Tupua strategy, and the Department (through its membership) will be involved in this mahi.

Te Awa Tupua Engagement

58. The Department has been engaging with the hapū of Whanganui Iwi listed in Schedule 1 of Te Awa Tupua Act, through this application process. This has been done as a collective group, as well individual engagement where this has been requested. The engagement with Treaty partners is also further and separately addressed below, under the Treaty Partner Relationships heading.
59. The Department informed the office of Te Pou Tupua (the human face of Te Pou Tupua that acts in the name of Te Awa Tupua) and Ngā Tāngata Tiaki (the post settlement governance entity for the purpose of the Whanganui River settlement) of the WHL concession application, by letter dated 8 November 2024. The Department has since been in regular discussions with the office Te Pou Tupua and Ngā Tāngata Tiaki and other Whanganui River Iwi Collective members (including representatives from Ngā Tangata Tiaki, Ngāti Hāua, Ngāti Rangī, Te Korowai o Wainuiārua and Te Patutokotoko) over the past 12 months, to understand how to apply and implement Te Awa Tupua status and Tupua Te Kawa for all relevant matters. Ngā Tāngata Tiaki (also on behalf of Te Pou Tupua) has stated that they consider the Department has failed to meet the legal framework of Te Awa Tupua and provided letters to the Department to this effect. Department senior leaders and officials met with Ngā Tāngata at the Department's National Office on 11 February to discuss the Te Awa Tupua framework and Ngā Tāngata Tiaki's concerns. Departmental officials have had further and substantive engagement with Ngā Tāngata Tiaki and iwi and hapū with an interest in Te Awa Tupua, including at a hui with the Whanganui River Iwi Collective on 21 February 2025. More recent engagement with Ngā Tāngata Tiaki has resulted in a commitment by both parties to enter into Terms of Reference (or similar), as discussed below.
60. Ngā Tāngata Tiaki believe there is an opportunity to improve on the previous experiences with the Tūroa ski field, but that that this will take longer than the timeframe allowed for this application. They are of the view that the Te Awa Tupua framework has not been set yet, which needs to occur before the legislation can be given proper effect to. The values first need to be determined which will then guide the principles and then the specific conditions can be determined. The Department is committed to this evolving and enduring relationship.
61. The Iwi of Kahui Maunga have been consistent in their articulation of the values that they consider fundamental to the decision-making process. These are expressed by individual members of the collective and are supported by the collective. The consideration of Iwi values and concerns are addressed further in the Section 4 discussion below.
62. Ngāti Hāua made a submission during the notification period of the concession process. Their submission refers to their submission for the PTL application as in their view, many

of the issues are the same. They stated in their PTL 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 initialled Deed of Settlement 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.

63. Ngāti Hāua state that the original decision to notify was not in accordance with Te Awa Tupua. As noted, the Department advised the Office of Te Pou Tupua of the application and that they would be in touch to determine next steps, which resulted in the further engagement. Ngāti Hāua states this approach does not comply with section 15(1) of Te Awa Tupua, as the decision to notify is a statutory decision. The Department considers it did recognise and provide for its Te Awa Tupua Act obligations by informing Ngā Tangata Tiaki of the application, and through the further engagement.

Recognition and conclusions

64. The Department recognises Te Awa Tupua is an indivisible and living whole and that Whakapapa is at the headwaters of Te Awa Tupua, with tributaries of Te Awa Tupua falling within the footprint of the application area. Activities which occur within the application area may impact on those headwaters and have a downstream effect on the physical and metaphysical elements and the intrinsic values that represent the essence of Te Awa Tupua.
65. Separate to this process, but arising from engagement, the Department and Ngā Tāngata Tiaki have expressed their intention to enter into Terms of Reference (or similar) to set out the respective commitments to enable the Department to deepen its understanding of the intrinsic values that represent the essence of Te Awa Tupua, of Tupua te Kawa, the status as a legal person, and the importance of Te Awa Tupua to the whole Whanganui catchment community. An intention of this work will be to consider how to best recognise and provide for Te Awa Tupua and Tupua te Kawa in future concessions processes and other areas of the Department's work.
66. The Department and Ngā Tāngata Tiaki have committed to work together to assist the Department to understand its statutory obligations under the Te Awa Tupua Act and both parties recognise this to be a long-term and developing relationship and that a deeper understanding of the obligations will come with time. For this process, the Department has engaged with Ngā Tāngata Tiaki to understand the intrinsic values that represent the essence of Te Awa Tupua, its status as a legal person, and the importance of Te Awa Tupua to Whanganui iwi.
67. The Department considers 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. The Department remains committed to its relationship with Te Awa Tupua and will continue to engage with Ngā Tāngata Tiaki outside of this process to gain a deeper understanding of Tupua te Kawa, so as to support the future exercise or performance of a function, power, or duty that relates to Te Awa Tupua and its catchment.

68. The Department has agreed with Ngā Tāngata Tiaki that they will enter into a Terms of Reference (or similar) to fulfil the commitment outlined above. The Department and Ngā Tāngata Tiaki also consider that a deeper understanding of the Department's obligations will be gained through the Department's further engagement with Ngā Tāngata Tiaki, the office of Te Pou Tupua, the Te Pa Auroa framework, and its involvement with Te Kōpuka and in the development of action plans for Te Heke Ngahuru, the Te Awa Tupua strategy.
69. In this matter, it is the Department's recommendation that Te Pā Auroa has been considered as a relevant consideration, and that Te Awa Tupua status and Tupua te Kawa can be recognised and provided for, and particular regard given to Te Heke Ngahuru, through the process and decision-making on this application, including as addressed through appropriate concession conditions (discussed more fulsomely under the section 4 analysis below) and via the commitment as outlined above. Specifically, the Department considers the following tests have been met for this application:
- a. Section 15(1) having particular regard to Te Awa Tupua Status and Tupua te Kawa
 - b. Section 11(1) Te Pā Auroa has been considered as a relevant consideration.
 - c. Section 37(1) particular regard has been given to Te Heke Ngahuru.

Treaty Partner Relationships

Section 4: Giving effect to the Principles of The Treaty of Waitangi - Ngā mātapono Tiriti

70. Section 4 of the Conservation Act requires the Minister and the Department to give effect to the principles of the Treaty of Waitangi when interpreting and administering that Act (including the legislation listed in Schedule 1 of that Act, which includes the National Parks Act). That obligation applies to both the process and to the substance of the decision-making on this Application.
71. Key principles of the Treaty of Waitangi that apply to the Tongariro National Park and this application are listed in the Tongariro Taupo Conservation Management Strategy 2006 and the Tongariro National Park Management Plan 2009 . As noted above, these principles identified in 2006 are:
- a. Kāwanatanga – The principle of government
 - b. Tino rangatiratanga – The principle of traditional iwi authority
 - c. Exclusive and undisturbed possession – The principle of exclusive and undisturbed possession
 - d. Ōritetanga – The principle of equality
 - e. Kaitiakitanga – The principle of guardianship
 - f. Whakawhanaungatanga – The principle of partnership
 - g. Tautiaki ngāngahau – The principle of active protection
 - h. He here kia mōhio – The principle of informed decision making
 - i. Whakatika I te mea he – The principle of redress
72. The principles the Department has identified as most important to our work also give expression to these principles. Namely:

- a) Partnership – mutual good faith and reasonableness: The Crown and Māori must act towards each other reasonably and in good faith;
 - b) Informed 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.
73. 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.
74. 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].

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.

- 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)].
 - k. Section 4 does not exist in a vacuum and the court acknowledged the complexity of the task facing decision-makers – at [72].
75. 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

- 76. 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.
- 77. 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.
- 78. 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

- 79. 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.
- 80. 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.
- 81. Active protection is directly engaged here given the high significance of the maunga to iwi/hapu.

Redress and reconciliation

- 82. 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.

Engagement

- 83. Links to Treaty partner engagement summaries and correspondence can be found at Appendices 4 and 5.

84. There were early informal discussions held between the Applicant and Treaty partners since early 2023. These discussions focused on introducing WHL, the key individuals and sharing aspirations for the ski area and maunga. The Applicant has more recently commenced engagement with iwi of Ngā Iwi o Te Awa Tupua and Te Patutokotoko. The Applicant has set out their engagement in Appendix 6 of their full application. The hui influenced the direction of the application, which resulted in the Applicant only applying for a 10-year term. Within the first two years of the term, the Applicant intends on working with all Treaty partners to develop relationships which may result in cultural impact assessments pertaining to their values (Confidential advice entrusted to government [REDACTED]). They expect this will result in the creation of relationship agreements between WHL and these parties.

Confidential advice entrusted to government [REDACTED]

85. 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.

86. 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. Ngāti Hāua Iwi Trust chose to engage within and outside the public notification and submission process, however other iwi/hapu chose to only engage outside this process. Engagement with iwi continued post the formal submissions process, to better understand and address iwi concerns, and has continued right up until the point the application was sent for a decision. Many of the discussions were focused on procedural matters and the latter conversations focused on operative matters. In addition, the Department provided a copy of the draft report and all relevant concession documents to Treaty Partners. The outcomes of this engagement are set out below. See appendix 7 for a table setting out this engagement for both the wider Crown process and this concession application.

Te Kotahitanga o Ngāti Tuwharetoa (TKNT) and the Office of Te Ariki Tā Tumu te Heuheu engagement and concerns

87. TNKT and the Office of Te Ariki Tā Tumu Te Heuheu (Office of Te Ariki) did not publicly submit in regard to this application or respond to the Department's early invitations to engage in the concession process. However, the Department has received information from TKNT and the Office of Te Ariki pertaining to Whakapapa Ski Area including:

- a. Two letters in 2023 from the Office of Te Ariki.
- b. A meeting between the Minister of Conservation, Minister for Treaty of Waitangi Settlement Negotiations, (Privacy of natural persons [REDACTED]) and (Privacy of natural persons [REDACTED]) of TKNT in June 2024.
- c. A letter from TKNT (noting it was also on behalf of the Office of Te Ariki) on 31 March 2025.
- d. A meeting between DOC officials and (Privacy of natural persons [REDACTED]), and (Privacy of natural persons [REDACTED]) on 14 April 2025.
- e. Phone calls between DOC officials and representatives from TKNT and Te Ariki's office during the processing of the concession application.

88. Throughout this communication, TKNT and the Office of Te Ariki have stated their strong opposition to further development on Tongariro Maunga and within Tongariro National Park while the Treaty settlement for the National Park is outstanding. They have requested the relationship between Ngāti Tūwharetoa and the Crown is conducted in the spirit of the 1887 Tuku and believe this is undermined by the draft decision.

89. During the meeting on 14 April 2025, ^{Privacy of natural persons} (representing the Office of Te Ariki) and ^{Privacy of natural persons} (on behalf of TKNT) stated that TKNT does not support the concession and want to Negotiations

90. Confidential advice entrusted to government

91. Confidential advice entrusted to government, Free and frank opinions

92. The Department acknowledges the views expressed by TKNT and the Office of Te Ariki in their letter of 31 March 2025 and in the meeting on 14 April 2025 ^{Confidential advice entrusted to government}

Free and frank opinions

Ngāti Hikairo engagement and concerns

93. The Department has engaged with ^{Privacy of natural persons} Ngāti Hikairo delegates throughout the concession process. ^{Confidential advice entrusted to government}

The Department has attributed the views to Ngāti Hikairo as they were provided to us ^{Privacy of natural persons}. These views are provided to help inform you of potential impacts of the concession application as expressed by a representative of Ngāti Hikairo, ^{Free and frank opinions}

³ [DOC-10243962](#), [DOC-10243990](#)

94. Ngāti Hikairo provided two substantive documents - a document sent to the Minister of Conservation on 23 August 2024 titled 'Whakapapa Ski field Concession expectations' and additional concerns provided in March 2025.
95. The 'Whakapapa Ski field Concession expectations' document outlines the four principles and eight key requests they would like addressed in a new concession. A table outlining each of the eight requests and the Department's response has been included in Appendix 6b.
96. The principles are:
- a. to ensure that any future developments and activities are consistent with the purpose of why Tongariro National Park was developed and reflective of the Dual World Heritage Values.
 - b. To ensure the activities conducted by the Concessionaire are consistent with Ngāti Hikairo values and cultural and environmental care of the ski area is upheld.
 - c. To ensure any future develops achieve a smaller footprint on the maunga.
 - d. To ensure a high degree of compliance is obtained.
97. They specifically request the following:
- a. Term - Support a five plus five-year term only.
 - b. Protection of natural environment within the ski field – to ensure the activities undertaken are consistent with the values of Ngāti Hikairo, and to ensure any Indicative Development Plan requires Ngāti Hikairo endorsement, not just consultation.
 - c. Tuku zone – no additional infrastructure works within the tuku zone (1.5 mile radius not 2,300 metre contour line). Like for like replacements of existing structures will be supported, but not upgrades.
 - d. He Kaupapa Rangatira section of the TNPMP upheld and given effect to.
 - e. High level of compliance is obtained in regard to the duty of care, specifically that the Concessionaire needs to resource an iwi environmental role; Ngāti Hikairo have a right to enact traditional protection mechanisms such as rahui; snow guns are recoloured or removed when not in use.
 - f. A high level of safety is adhered to and promoted by the Concessionaire, including around volcanic alert levers, weather conditions and facilities.
 - g. Exit strategy of Club lodges.
 - h. Make good provisions of any redundant infrastructure and contribution to infrastructure facilities and upgrades.
98. Ngāti Hikairo also provided additional feedback in March 2025. This document addresses many of the same concerns raised in the earlier document. There is strong focus on safety, maintenance checks and suspension. They request snow guns be removed from the ski field, preferably off the Park, or if they remain, that they are camouflaged. Other concerns include cultural considerations for filming, restrictions on search and rescue dogs being within the Park, requirement to provide public toilets and a review of the concession after five years. The Department considers some of the safety and maintenance concerns are not appropriate to include in the concession, however the Department has incorporated most of their other concerns through special conditions. Ngāti Hikairo comment that the

environmental impact of Snomax is difficult to ascertain with the information available. See the Snomax section of this report for further discussion.

Ngāti Hāua engagement and concerns

99. Ngāti Hāua's submission has been attached as Appendix 5. Ngāti Hāua prefer for their submission be considered in full and not summarised, as cutting out portions of the submission is tricky as this can miss important information. Concerns raised by Ngāti Hāua have also been summarised in a table in Appendix 6d.
100. Some of the specific concerns raised by Ngāti Hāua are that they believe the Department is prioritising this application over core Department functions. They oppose the use of Snomax due to the potential environmental impacts, particularly on water bodies and biodiversity. Other matters relate to review periods, work approvals, reporting, Impact Assessment. They have re-submitted their submission for the Pure Tūroa Limited application and state it applies in its entirety.
101. Ngāti Hāua have also provided 42 comments on the draft report. These have been referenced into this report for each relevant section. Many of these comments relate to Treaty partner engagement, Te Awa Tupua and consideration of section 4. Specific concerns relate to non-snow sport events without further considerations, rahui or other cultural safety measures, non-compliance resulting in termination, filming and the use of Snomax. Their views have been considered for each of these concerns and the use of non-snow sport events and filming restricted to consider these cultural concerns. Their views have been considered for the other identified matters.

Ngāti Rangi engagement and concerns

102. A letter (along with their Taiao Management Plan and Te Pae Toka relationship agreement with RAL) was provided from [Privacy of natural persons], dated 4 March 2025 setting out their position in relation to this application. They support the position of Ngāti Hāua and Ngāti Hikairo whānau to uphold tikanga in relation to Whakapapa Ski Area as their respective rights to do so.
103. The Ngāti Rangi stance is based on the following premise 'Kotahi maunga, kotahi te Mouri' What this means is that Ngāti Rangi does not view the maunga as comprising of discrete parts, i.e., the Whakapapa side or the Tūroa side or even the Tūkino side. They view the maunga as one whole and one life force. Ngāti Rangi opposes the current concession and the application for Whakapapa Holdings Limited.
104. They have specific concerns over the storage of diesel fuel, use of Snomax, filming, aircraft use, alcohol/smoking, ecological effects, consultation costs, planning creep, oil leaks, summer activities, and protection of the Crater Lake / Te Wai-a-moe. They will consider withdrawing their opposition if the following are mitigated: partnership at a governance level with combined iwi/hapu and WHL, allowing cultural and environmental monitoring, protecting Te Wai-a-moe, cultural induction for staff and contractors, monitoring snowmaking, revegetation, diesel storage, filming, and removal of redundant infrastructure. These have been implemented where possible and are discussed in Appendix 6c. Some concerns cannot be mitigated. For example, Ngāti Rangi request the storage of diesel fuel to be removed from the Park which is not feasible for day-to-day operations. Ngāti Rangi also request a condition stating WHL will meet the cost of iwi consultation. The Department cannot require a Concessionaire to remunerate any party

for engagement in core processes. This will need to be determined outside the concession between the Applicant and Ngāti Rangi.

The Whanganui River Iwi Collective Engagement

105. Patutokotoko and Te Korowai o Wainuiārua have provided views relating to this application through Whanganui River iwi collective discussions. Ngāti Hāua Iwi Trust's submission included their submission for the PTL ski field application, as they felt the same points were relevant to this application. Following engagement after the hearings process, Ngāti Rangi detailed their opposition to the application in a March 2025 letter to The Department. They outlined conditions which they considered could be met to shift this position set out in their letter. All of this group believes there are many outstanding issues which have not been resolved as a result of the previous PTL application, and this has significantly strained the relationship between the parties. The Department has collated all views of Treaty partners (included as Appendix 6a); the common themes are:

- a. Ability to suspend the concession (Rahui)
- b. Exceptional consideration given to permissions process (true partnership/co-writing ability)
- c. Mana Whenua staff resourced by Concessionaire
- d. Term must be less than 10 years
- e. Investment in infrastructure (Applicant should contribute to infrastructure)
- f. Environmental Impacts need to be fully assessed
- g. Partnership agreements and cultural impact assessments are required
- h. Filming should be assessed on a one-off basis and be culturally appropriate
- i. Consistency with Principles of Te Tiriti and He Kaupapa Rangitira
- j. Monitoring should be undertaken in partnership with iwi/hapu
- k. Aircraft use should be kept to a minimum.

106. Whanganui River Iwi Collective met with the Department on several occasions in March and April 2025, to discuss the WHL application. During a hui with the Department on 8 April 2025 they provided a list of their key 28 concerns. These concerns are set out in a table in Appendix 6e. Their concerns range from redundant infrastructure, the term, inconsistencies with the TNPMP, monitoring measures, lack of clear mechanisms to protect Māori rights and interests, opposition to Snomax, amongst other matters.

107. There is a strong desire from 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.

108. 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 immediately terminally degraded without an operator in place.

Department response to engagement and submissions, and proposed condition

109. The Department is acutely aware of the high cultural significance of the maunga and of its obligations in relation to actively protecting relevant Treaty Partner interests, as well as recognising kaitiaki responsibilities and Treaty settlement obligations.
110. The Department recognises engagement has been challenging for Treaty Partners due to the timeframes. The Department has sought to mitigate these issues by engaging with Treaty partners outside of the formal submissions process and to work in a way which works for them.
111. The Department provided a copy of the draft report and lease licence agreement to all relevant Treaty Partners on 14 March 2025. Their engagement is summarised in appendix 7 of the report and includes an assessment of whether each concern can be mitigated. This appendix shows how the Department has responded to their concerns and if not, why not. Their concerns have also been summarised below and discussed throughout the report. Treaty partners were not provided with the draft easement or draft staff accommodation leases, as their primary concerns relate to the core ski field activities.
112. Treaty settlement negotiations in relation to the Park are at their very early stages. As Decision Maker, you need 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. The WHL application is for 10 years, due in part to the Applicant's recognition of Treaty partner concerns and aspirations. In contrast, the current RAL concession, including extensions, has an end date of 30 April 2076. The WHL application therefore has a significantly shorter term, by approximately 41 years. The Department considers a term of 10 years is appropriate and takes into consideration time to allow this settlement to occur. Settlement negotiations are expected to be resolved within the next 10 years.
113. Ngāi Hāua request a clause to be included which allows for the option of termination of the concession on the basis of a change of circumstances from this settlement. Standard settlement process for existing concessions is that they are recorded as an encumbrance on the land. This gives certainty of use to the Concessionaire while the shortened term provides protections to Treaty partner interests, as any new application will need to be considered under the then existing framework for the management of the National Park. The suggested option for a termination clause aligned with the Treaty settlement is not considered appropriate. However, should the settlement occur within the term of this concession and result in an amendment to or a new conservation management strategy or TNPMP, the concessionaire must act in accordance with those changes (s 17W Conservation Act). This requirement is also included as a standard condition of every concession document. The review at 5 years also provides an opportunity for changes being made to concession conditions.
114. While the Department considers many of the concerns of our Treaty partners can be appropriately addressed through appropriate concession conditions, some could not. For example, concession conditions cannot bind Treaty Partners who are not a party to the concession and, therefore, cannot require that Iwi and WHL enter into relationship agreements. 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 Whakapapa Ski Area. Although this recommendation is not binding on the Applicant, it creates a strong expectation which will feed into the outcomes of the year five review.

115. Rahui is an expression of cultural practice and an important consideration for all Treaty Partners as a way to manage cultural safety in the event of serious events or a fatality. Ngāti Hāua raise that it is an important part of compliance with a cultural safety issue. They also state the following relating to the importance of rahui *“as stated by the courts on several occasions, tikanga is law for the purposes of interpretation and can in many cases provide bottom lines and directives for decision making.”*
116. The Department does not consider it appropriate to include a specific condition that permits the Minister to instruct the concessionaire cease some or all of its operations on the ski field under a rahui. The concession is recommended to include a standard condition, included in all lease and licence concessions, that allows the Grantor to suspend the concession if required due to the effects of the activity, including cultural effects (noting that the applicant has raised concern about the suspension condition; this will be discussed with the applicant prior to you making your decision, but the Department’s position is we should retain the ability to suspend the concession if required). This condition will still, in effect, allow the Department to consider whether to temporarily close all or parts of the activity to recognise a rahui. However, the Department’s preference is not to seek to suspend the concession to enforce a rahui and will encourage the concessionaire to work with directly iwi and hapū, in the first instance, to agree a way forward if Treaty Partners consider a rahui is appropriate.

Conclusion

117. As Decision Maker, you will need to be satisfied the issues raised by our Treaty partners are 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).
118. 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.
119. The Department has engaged in good faith with its Treaty partners to make an informed decision and to actively protect Treaty interests so far as reasonable given the facts and particulars of this application. It is acknowledged that the timeframes the Department has worked to has resulted in Treaty Partners having concerns about the process for this application. They consider the Department has not met the requirements of Te Awa Tupua Act and has not met the requirements of section 4, both in terms of the process undertaken and the obligation to give effect to the Treaty principles. The Department considers it has engaged with Treaty Partners reasonably and in good faith, consistent with s4, having regard to the context, and notes that engagement has continued right up to the point this decision report has been finalised to maximise time for Treaty Partners to contribute. Matters relevant to Te Awa Tupua Act are discussed above.
120. The Iwi interests here are significant, and the principle of active protection is directly engaged. However, the principle of active protection 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, through the proposed condition, is considered consistent with the duty to give effect to the Treaty principles of active protection and the overarching principle of partnership.

121. In addition to concerns raised related to cultural values and Treaty interests, it is also noted that some Treaty Partners have commented that the Whakapapa Ski Area provides economic benefits. Ngāti Rangi noted in their letter dated 4 March 2025 that the ski field has a positive impact to the local economy and is important to iwi as it offers employment to uri.
122. 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. WHL's application facilitates those activities.
123. The Whakapapa ski field is already subject to extensive development. The application is in substance an application to continue existing activities using that same infrastructure but the term is notably shorter than under the existing concession and other ski fields nationally. WHL is not seeking any new structures or facilities. It has applied for relatively minor changes to some activities, as compared with RAL's concession, but those do not fundamentally alter or exacerbate the status quo. Notably, there is no request to expand activities into the tuku (gift) area and the bulk of the infrastructure lies within the amenities areas. The Crown is also undertaking to remove certain defunct ski field assets which WHL has not sought to adopt. Removal of those represents an improvement on the current situation.
124. 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 Whakapapa ski field 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.
125. If WHL'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.
126. Declining the application is an available option which must be given serious consideration. The Department does not recommend declining the application but rather recommends that the concession be granted with conditions to manage the effects of the activity.
127. 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. In particular, the term of the concession is significantly shorter than RAL's current concession for Whakapapa, provides for a formal review at year five, and there are obligations within the proposed ski field concession to protect the environmental

and cultural values including: encouraging WHL to build relationships with iwi and to establish relationships with iwi and hapū. This may include a cultural impact assessment or individual/collective relationship agreements. Any cultural impact assessment or relationship agreements will feed into the year five review. The Department is also proposing a cultural monitoring plan. Treaty partners may be engaged by the Department to perform the monitoring and to report back to the Department. In addition, there are proposed 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. A full list of proposed Special Conditions is set out in each of the concession documents.

Statutory Analysis

Section 17S: Contents of Application

Does the Application include all required information as per s17S?	Yes
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128. Discussion: The application was deemed complete for the purposes of public notification on 11 December 2024. The Department sought clarification regarding certain operational matters on 18 December 2024. The requested information was provided by WHL on 28 January 2025.
129. A small number of submitters consider the application lacks information, mostly on rationale around the term. One submission noted there was no assessment on the impacts of pests in the area and another queried what the lease conditions would be. The Department considers the information provided is sufficient to enable these matters to be considered.

Section 17SC: Public Notification

Is public notification required?	Yes
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130. Discussion: Public notification was required for the lease components of the application (ski field infrastructure and the staff accommodation) pursuant to section 17SC(1)(a). Under section 17SC(2) and (3) the Minister may also publicly notify a licence or easement if, having regard to the effects, it is considered appropriate. As the licence and easement components are required and critical for the running of the ski field it was considered appropriate to notify all parts of the application.
131. Some submitters were concerned with the notification period occurring over the Christmas/New Year period. They felt the submissions process was too rushed, and may have caused difficulties for people intending to submit. Others supported the timing of notification, due to the upcoming 2025 ski season. As stated above, the application was notified for 20 working days, meeting the requirements set out in section 49 of the Act.
132. Treaty partners have advised they also believe the timeframes for notification were too short, and should not have occurred over the Christmas/summer break. This period also includes the culturally significant dates of Rātana and Waitangi Day. Treaty partners are not restricted to submitting during the public notification period and have been engaged throughout the process.

Section 17U(1) and (2): Analysis of effects

Is the activity consistent with s17U(1) and (2)	Yes
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133. Discussion: Section 17U(1) requires you to have regard to the following matters:
- the nature of the activity and the type of structure or facility (if any) proposed to be constructed;
 - the effects of the activity, structure, or facility;
 - any measures that can reasonably and practicably be undertaken to avoid, remedy, or mitigate any adverse effects of the activity;
 - information contained in the application, any further information from the applicant requested by the Minister, and any report or advice commissioned by the Minister;
 - any relevant environmental impact assessment, including any audit or review;
 - any relevant oral or written submissions received from the public notification process (refer to the Objections and Submission summary report); and
 - any relevant information which may be withheld from any person in accordance with the Official Information Act 1982 or the Privacy Act 2020.
134. The application is for the continuation of activities previously authorised in 2016 for a different operator (RAL). The decision report at the time of the 2016 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. WHL's application does not seek to construct any major new structures or facilities on the mountain. For clarity, the Applicant anticipates that it may seek consent to undertake through the Works Approval process such as minor alterations or installation of snow gun foundations. However, the major infrastructure already exists, and the Applicant does not intend to undertake substantial new works during the term. 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.
135. 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 WHL's application is approved. 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 below. It is the Department's view that all adverse effects can be minimised to an acceptable level by the conditions recommended in the proposed concession. Cultural effects are not considered here as they are discussed earlier in the report and by recommended conditions. The more significant effects are discussed below.

Structures

136. Structures and clean-up of the ski field – WHL will be responsible for maintaining all infrastructure during the term that is included in the application.
137. WHL will not have an obligation to remove any of RAL's infrastructure at the end of the concession term. Instead, those items will become the responsibility of the Crown. This position was agreed in a Cabinet decision [CAB-23-MIN-0240] and forms part of the terms and conditions of the sale and purchase agreement with the Applicant. The Whanganui

River Iwi Collective are concerned that there is no accountability to be placed on WHL for the removal of infrastructure it may abandon during the term.

138. No new structures are proposed to be installed as part of the application (apart from repair and maintenance of existing structures and any minor works approved through the Works Approval process). If, during the term of the concession, any new infrastructure is approved and installed by the Applicant, the draft concession requires the Applicant to remove those structures at the end of the term unless otherwise agreed by the Department. In addition, if the Concessionaire uses RAL's infrastructure at the outset but ceases using it before the 10 years expires WHL may be required to remove those defunct (Surplus Structures) items.
139. Bonds have not traditionally been required for ski areas but may be used more in the future. The Grantor has the discretion to decide if a surety, bond, guarantee or other security is required for this concession. The Whanganui River Iwi Collective hold a strong view a bond should be imposed. As the Crown has undertaken to accept responsibility at the end of the Term for the pre-existing structures (RAL's buildings and structures) and WHL is not seeking permission to add or modify any structures, the Department does not consider it necessary to impose a bond or surety. If WHL seeks additional permission to add or modify any structures, the Department can revisit this position as part of the authorisation process.
140. RAL's redundant infrastructure – WHL has stated the following structures operated by RAL will not be used by WHL and they have not been included in the Schedule of Assets that WHL seeks permission to use. They are:
- a. West Ridge Kiosk café
 - b. West Ridge Kiosk toilet
 - c. Schuss Haus café
 - d. Waterfall Express drive station and chair storage (excluding a snow making pump room adjoining the southern wall of this terminal)
 - e. Diesel tank – above ground on Bruce Road
 - f. Carpet Control at Happy Valley
141. As a consequence of this infrastructure being excluded from WHL's application, responsibility for removing these structures will fall to the Crown when RAL surrenders its concession if you grant a concession to WHL. The Crown has previously agreed to accept responsibility for removal of those structures. The Whanganui River Iwi Collective, and some submitters, have raised concerns that this will not be undertaken by the Applicant.
142. Accommodation structures – WHL application stipulates it intends to maintain the accommodation units so they remain in keeping with the visual expectations of buildings in the Whakapapa Village. Since WHL is seeking permission to exclusively occupy the structures for staff, it is recommended that WHL is responsible for maintenance and repair during the term. Special conditions requiring WHL to ensure the buildings meet current residential tenancy standards is also included in the proposed concession.

Environmental

143. The majority of the ski area is within an amenities zone as outlined in the TNMP which allows for the development of services and facilities compatible with the amenities area. This designation means a higher level of environmental effects is expected within the amenities area as compared with the remainder of the Park. The ski area is an existing

operation, and the Department does not anticipate substantial new adverse effects. This was also noted by some submitters.

144. Nonetheless, it is acknowledged that there are a range of environmental impacts from a ski area operating within a national park including from machinery, vehicles and infrastructure. Adverse impacts from wastewater, hazardous substances and rubbish also need to be considered.
145. The Department has analysed the Assessment of Effects (AEE) provided. The Department's view is the AEE is a comprehensive assessment, undertaken by a very competent ecologist with good local knowledge.
146. The Department recommends that an Ecological Survey and mapping of vegetation (including weed distributions) should be completed within the first year of the concession to act as a baseline for subsequent analysis of the impacts of the concession activity. This will assist when revisiting conditions at the Year 5 Review. These reviews should occur ten yearly thereafter or when major modifications or upgrades take place.
147. The Department also recommends baseline monitoring is implemented downstream of the Waipuna Stream and Whakapapaiti catchments.
148. Monitoring conditions have been incorporated into the proposed concession. We recommend the Department undertakes environmental monitoring and recovers its costs from the Applicant since monitoring also occurs beyond the application boundary.

Machinery-related effects

149. Vehicles are essential for maintenance tasks within the ski area. WHL has stated off-track vehicle use is required for maintenance purposes on a year-round basis. However, most vehicle use is on informally formed tracks away from the road end and predominantly in the Happy Valley, Meads Wall, Rockgarden and Hut Flat slopes. WHL intends to minimise the use of off-road vehicle movements. During winter months, most vehicle use will be via tracked, over-snow vehicles.
150. One submitter commented on the potential risks of snowmobiles and snow groomers driven in such a way as to endanger other users of the land.
151. The use of vehicles, as applied for by the Applicant, is consistent with the TNMP. Ground-based vehicles have fewer greenhouse gas emissions than helicopters but do more damage when not travelling over snow. Vehicles can also introduce weeds and other contaminants.
152. A special condition is recommended to ensure any machinery brought into the Park is free of weeds and other contaminants and is subject to the Department's standard inspection conditions. Conditions are also proposed to constrain vehicle use so their potential to adversely impact soils, landforms, vegetation or to generate noise and spills is reduced.

Staff accommodation buildings effects

153. The Department understands that successful operation of the Whakapapa Ski Area is contingent upon there being adequate staff accommodation within Whakapapa Village for the ski field staff. Accommodation further afield is impractical since key staff are required to be available year-round to carry out essential operations. Using all six buildings will ensure staff have necessary access to the ski field for essential tasks, particularly during winter when the surrounding roads can be closed due to snow.

154. To enable this, the Department made a decision under s17ZG(2)(a) of the Conservation Act that prevented applications being received for the use of the six buildings, unless the applicant was also applying to operate some or all of Whakapapa Ski Area. The Applicant met this requirement in their application.
155. The six staff accommodation buildings located in Whakapapa Village are all existing buildings, and no new construction is expected over the term of the concession. The Applicant states it will maintain and repair these buildings so that they remain in keeping with the visual expectations as set out in the Whakapapa Village Site and Landscape Plan. It is proposed that the Applicant be required to ensure the buildings are maintained to an appropriate standard and are compliant with the Residential Tenancies (Healthy Homes Standards) Regulations 2019. Any maintenance should not materially alter the external appearance of the buildings.
156. The TNPMPP requires occupants of all accommodation buildings in Whakapapa Village to pay a capital contribution for community services and annual service charge levied by the Department. In addition, the buildings can only be used for essential staff, with all other staff living outside the Park. Conditions to address these matters are contained in the six draft leases for the staff accommodation buildings.
157. The Decision Maker must consider whether the Applicant requires the use of all six accommodation buildings it has applied for in Whakapapa village. By way of background, RAL has used all of these buildings for many years and continues to occupy them despite the structures being omitted from its 2015 licence. The buildings are not on the list of RAL assets to be purchased by WHL and it is the Department's view that the buildings reverted to Crown ownership when the structures were omitted from the 2015 licence.
158. Section 6.5.5 of the TNPMPP states accommodation is only for those employees who cannot practically live outside the village. It records, "*[essential staff] include core duty staff, emergency service personnel, essential staff for the operation of large concessions, and some management staff*". Policy 6.5.4 goes on to record that "all future commercial accommodation growth and housing for non-essential staff should be located outside of the park in towns with the infrastructure to support this", which indicates a presumption that not all staff will be considered essential.
159. Policy 6.5.5.6 also allows for concessionaires to utilise existing staff accommodation for a clear secondary purpose on a seasonal basis, provided criteria are met. This should be read subject to Policy 6.5.5.2, which states full utilisation of existing accommodation by essential staff will be required. These two policies appear contradictory as essential staff may not require full use of the buildings all year round. To reconcile this contradiction, the Department takes view that Policy 6.5.5.2 prohibits the use of the accommodation for a secondary purpose if that accommodation is needed by essential staff. The alternative interpretation of Policy 6.5.5.2 is that WHL is required to employ enough essential staff to fully utilise the staff accommodation. The Department considers this position untenable, as the number of essential staff required, is determined by the operations being undertaken by the Concessionaire. It is not determined by the number of beds available in historic accommodation buildings.
160. In their feedback on the draft documents WHL noted that a liberal interpretation of the term 'essential staff' has previously been used by all parties, including the Department. WHL questions the need to now define essential staff in the Accommodation leases, as the buildings provide for a set number of beds. The Department considers that for the avoidance of doubt a broad definition of essential staff should be included in the Leases.

The Department's suggested definition of "Essential Staff" is broad enough to capture all staff types identified in the management plan and the application. It allows WHL to exercise a high level of discretion when considering if staff are 'essential' but will continue to require that only WHL employees may be accommodated in the buildings.

161. In previous years, RAL has used the lodge identified as Building 58 for backpacker accommodation during summer months. This use of staff accommodation has previously been considered an appropriate secondary purpose meaning this use is consistent with policy 6 set out above). WHL did not apply to use the staff accommodation in this way, and this use was not presented to or considered by submitters during the public notification process. Upon receiving feedback from WHL, the Department became aware that WHL had assumed that the right to use the building as a backpacker hostel would be included in this lease.
162. The Department recommends that you do not allow WHL to use the structures for this secondary purpose. If you agree to this recommendation, WHL will be required to seek a variation if they wish to use these buildings as backpacker accommodation. This will allow the proper public process to be followed.
163. Several submitters support staff being accommodated in the Whakapapa village.
164. One submitter, Sam Clarkson, has raised concerns about the Applicant using the six buildings. Mr Clarkson operates the Skotel Alpine Resort in Whakapapa Village under a concession, and has requested the use of some of the staff accommodation buildings, but particularly the Lodge for his workers. Through his written and oral submissions, letters to the Department and meetings with officials, Mr Clarkson has expressed that he does not consider the staff accommodation buildings are essential for the running of the ski field and that the Applicant's staff could be reasonably housed in other locations. He has also asserted that it is unfair that other concessionaires operating in Whakapapa Village have access to sufficient staff accommodation and other buildings such as workshops, while he does not. Mr Clarkson has presented a view of how he considers staff accommodation could be more fairly allocated and recommends that the Department discusses this with all operators to reach consensus on a way forward before you make a decision on this matter.
165. There are other staff accommodation buildings associated with the Chateau Tongariro that have been vacant since the former Concessionaire, Kah New Zealand Limited, terminated its concession for the Chateau in 2023. As such, it can be argued that there is sufficient housing available in the village for the employees of other Concessionaires. Some of these buildings are referred to in the proposal put forward by Mr Clarkson. However, the Department is not currently making these additional buildings available to other Concessionaires while we work through outstanding matters relating to the Chateau Tongariro, including the future use of the building (and subsequently the staff accommodation). Confidential advice to government
166. Mr Clarkson has asked that you decline the Applicant's application to use the staff accommodation buildings and instead make these buildings available to be allocated through a wider process that he can participate in. A more detailed summary of Mr Clarkson's views is attached as Appendix 14.

167. While the Department acknowledges the views put forward by Mr Clarkson, it is the Department's position that the Applicant has demonstrated that it requires the buildings to house essential staff. This is consistent with the current use of the buildings. The Department also expects that during the winter months the Applicant will employ enough essential staff to reasonably require use of all six buildings.
168. The Department recommends granting the six requested staff accommodation buildings to the Applicant to be prioritised for use of staff undertaking essential services. Conditions will be required to ensure only essential service staff are accommodated in these buildings. Furthermore, WHL's occupation of the staff accommodation ought to cease if its operations on the ski field also cease. A condition to this effect is included in the draft concession.
169. It is further recommended that the Department continue discussions outside this concession process with key stakeholders, including Mr Clarkson, to review use of remaining Whakapapa village staff accommodation in the future. This was also raised by the RAL Liquidation Committee who submitted that a strategic review of Whakapapa village be undertaken before permission is granted.
170. In their application WHL has stated it will insure the accommodation buildings. The draft concession contains the Department's usual provisions releasing the Department from liability for WHL's actions and requires WHL to hold public liability insurance. It is a usual requirement that concessionaires hold full repair and replacement value for their improvements on the land. In this case the buildings belong to the Crown and are not the "Concessionaire's improvements". As the structures do not belong to WHL, DOC recommends that that full repair and replacement insurance is not required. This recommendation is contingent on an appropriate rental being charged for the use of the buildings. This will have the effect that costs usually covered by the concessionaire's insurance will be recovered through the rent.

Rubbish

171. Rubbish can take the form of small pieces of waste created by customers or larger items discarded by the Concessionaire. It can also be waste created from aging infrastructure such as decaying conduits. Rubbish can escape the ski area boundary and be deposited downstream. It can also impact on the natural values within the ski area. WHL states it will collect litter and waste which is then transported to the Department's transfer station in Whakapapa Village for disposal outside of the park, and food waste will be taken to National Park and composted. During summer the Applicant intends to undertake purposeful collection of all litter and rubbish remaining once snow cover has disappeared, with particular care to water course areas. Submitters also raised concerns about rubbish and waste generated by users of the ski area and from construction.
172. Special conditions are recommended for the concessionaire to provide suitable waste collection facilities and to safely dispose of all waste off site.

Hazardous Substances

173. Hazardous substances include diesel and explosives. Diesel is stored in 11 tanks around the ski field and is used for to refuel machinery and vehicles on site. Diesel spills are a big risk to the sensitive environment. WHL has advised the existing diesel tanks are all double-skinned and staff are appropriately trained with emergency spill kits on site. The number of permanent fuel tanks has reduced to 11 permanent tanks with a capacity of 52.5m³, down from more than 100m³ 15 years ago. No new tanks are proposed by WHL.

174. Explosives are stored throughout the ski area for avalanche control. The storage areas are identified on the infrastructure tables and would not open to the public. Ngāti Hikairo have sought for stronger measures to be in place when explosives are being used to notify the public. The Department considers the use of explosives to be part of the day-to-day operations and does not need to be notified of its use. However, the Department agrees notification to the public may be advisable.
175. Conditions are recommended to reduce the risks associated with the use and storage of hazardous substances, including explosives and diesel. Hazardous substance control plan would also be addressed in the Concessionaire's safety plan.

Maintenance

176. Infrastructure may start to deteriorate which can pollute the park such as through paint chips flaking off or conduits decomposing. A condition is recommended around maintaining infrastructure to an appropriate standard. Where possible, the TNPMP directs maintenance to be undertaken outside the National Park boundary. The Whanganui River Iwi Collective raises concerns that there is no requirement for maintenance of the ski area or buildings as set out in the TNPMP. Ngāti Hikairo has advocated for detailed maintenance checks to be followed. The Department's position is this level of detail is not required as there are many standard and proposed recommended conditions relating to maintenance of the Ski Area that will mitigate these concerns.

Climate change

177. The viability of the ski area will be affected by climate change. The Applicant has recognised this and proposes to manage the effects of global warming on its business through snowmaking and snow management. It anticipates snowmaking and other practices will allow winter snow activities to persist within the existing ski field boundary for at least the next 60-100 years.
178. The Whanganui River Iwi Collective is concerned the Applicant may wish to move the ski field further up the mountain in response to climate change. As the Applicant states there is no intention to move the ski area up the mountain further and has not applied to do so, this is not a relevant consideration for this decision. If the Applicant wanted to develop infrastructure further up the mountain it would need to apply for separate authorisation.
179. Some submitters raised concerns about the viability of skiing in the future. One submitter was encouraged by the efforts the Applicant has included to address its resilience to climate change.
180. The Applicant intends to use diesel to enable operational activities to be undertaken. Similarly, visitors seeking to use the ski field will also contribute greenhouse gas emissions. The activity will therefore 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).
181. 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 Department recommends the inclusion of special

conditions enabling the Department to require greenhouse gas emissions data from the Applicant during the term of the concession. The proposed conditions provide the Minister with scope to amend the conditions to reflect climate change-related legislation and government or Departmental policy. The suggested conditions may, amongst other things, require the Applicant to measure, manage and reduce its greenhouse gas emissions to the extent compatible with rules imposed by the concession relevant planning documents.

Wastewater scheme

182. The Whanganui River Iwi Collective has raised concerns about the capacity of the Whakapapa sewage scheme to handle waste from the maunga. The Department acknowledges that upgrades are required to the Whakapapa wastewater treatment plant to address future capacity. This funding is levied from the users of the wastewater treatment plant, including the ski field concessionaire. Schedule 1 of the concession will allow for community services contributions to be imposed.

Events

183. WHL wishes to undertake two types of events as part of the concession activity:

- a. Snow-sport events directly associated with skiing and/or snowboarding, and
- b. Year round functions throughout the ski area, particularly within the Knoll Ridge Chalet and Top of Bruce Chalet buildings and adjacent patio areas.

184. Snow-sport events – The TNPMP allows for competitive events associated with skiing and snowboarding that are open to the general public, provided effects are appropriately managed. These types of events may have up to 1000 participants. The Department recommends that approval for events should be granted through the concession, but that WHL is required to advise the Department of events in advance so operations can be managed appropriately around these events (such as when pre-planned works are scheduled).

185. Year-round functions – Functions may be for weddings, corporate events, music performances, festivals etc, and are not necessarily related to skiing and snowboarding. WHL's view is the proposed events will not have any additional effects on the natural environment, the buildings proposed have previously acted as function venues, and the number of people present would not exceed the comfortable carrying capacity of Whakapapa Ski Area.

186. Ngāti Rangi opposes non-snow events. Ngāti Hāua support the views of Ngāti Rangi and do not believe non-snow sport events are appropriate to be held on the maunga.

187. Events are outside the original purpose of the amenities area and could be held outside the park (TNPMP section 4.4.1, policy 2). As the events are being proposed generally, there is limited information to consider the effects of the activities. To address these matters, the Department recommends that you approve non-snow events within the following limits: there are no additional adverse effects, the event is not focused on alcohol sales or consumption, tickets are not required to enter, and music/noise from the event does not permeate outside. The following conditions are recommended to apply these limits:

- a. Events contained within the Knoll Ridge Chalet and Top of Bruce Chalet buildings and their adjacent patio areas; and
- b. Events do not prevent customers using the café and toilet facilities; and
- c. A ticket is not required to participate in the event.

188. Events that do not meet the criteria above will need to be considered through either a standalone concession application, or variation to this lease/licence. Events run by a third party rather than WHL will also require a sub-licence agreement. This approach means that the scale and nature of events with a greater likelihood of adverse effects can be assessed on a case by case basis, and iwi and hapū will be engaged through the process.

Advertising/Filming

189. WHL has applied to undertake filming in order to promote its services and facilities. It has also sought permission to use drones/aircraft for these purposes on up to 50 days per year. Filming via helicopter would involve one pilot and one passenger. Filming for purposes not directly connected to promoting WHL's own business will be applied for separately.
190. The effects of filming solely for promotional purposes are anticipated to be minor. Submitters generally support the use of filming for promotional purposes with many submitters also involved in the tourism industry. Some submitters link promotional filming to increased recreational use of the Park, in line with the purpose of the Park.
191. Treaty Partners have raised concerns over filming activities and have requested that applications be considered individually, allowing them to be consulted on each filming event. Ngāti Hikairo has raised concerns over culturally offensive advertising which has occurred by RAL in the past. They state: "*Whakapapa Holdings Ltd should not have free rein in using imagery associated with the maunga because the mountain holds deep cultural, historical, and spiritual significance to Ngāti Hikairo. The use of such imagery in marketing materials, branding, or promotional campaigns—especially without proper consultation and consent—can lead to cultural appropriation, misrepresentation, or the commodification of sacred sites, which is highly offensive to Māori values and traditions*". The Department understands many of their concerns relate to the mana of Te Kahui Maunga, their sacred ancestor.
192. The Department's position is that filming using a helicopter or drone is not appropriate in the Park as this is inconsistent with the TNPM (section 4.4.2.6) and recommends this activity is declined. The concerns raised by Treaty Partners regarding filming more generally can be addressed through conditions in the concession. The Department recommends that filming be permitted provided it is to support WHL's own business activities, aircraft is not used for advertising purposes and WHL engages with iwi and hapū prior to filming taking place to ensure cultural impacts are well managed.

Carrying capacity

193. WHL has stated:
- a. The comfortable carrying capacity of infrastructure is 5,500 skiers per day, which is what was provided for under the previous RAL licence;
 - b. There is a large proportion of visitors that visit the Sky Waka as paying guests (sightseers) and that these visitors cycle in and out within two hours; and
 - c. There can be up to 2,000 visitors on peak days that are not customers (for example playing in the snow).
194. To account for this, WHL is seeking that the carrying capacity is defined as 'at any one time'.

195. The TNPMP states the comfortable carrying capacity is for 6,500 skiers per day and this is unlikely to be increased due to environmental and infrastructure constraints (including car parking). The TNPMP explicitly states *“the intention of this plan is not to establish hard maxima but to define ski area boundaries within which various concessionaires can maintain and enhance operations”*.
196. Ngāti Hikairo has requested the carrying capacity of 6,500 not be exceeded.
197. WHL intends to continue the current car parking and road management practises undertaken by RAL and the Department, which will ensure the comfortable carrying capacity is not exceeded. The current practice is that the Department temporarily closes the barrier at the base of Bruce Road when advised by RAL the carparks are nearing capacity.
198. The Department recommends that WHL is required to maintain sufficient infrastructure and facilities to cater for 6,500 at a time. This is to avoid situations where visitor numbers regularly exceed the availability of lifts and other facilities. Some closures of lifts and so forth is expected from time-to-time to provide for maintenance and repair, but prolonged closure of major infrastructure should be avoided. Although the Department recommends a minimum standard of service provision we do not recommend placing a cap on the number of visitors. Such a cap is unlikely to be required due to the carparks creating a de facto limit, and as the number of visitors fluctuates throughout the day a cap would be very difficult to administer.

Car parking

199. Limited car parking space has been an issue for the Whakapapa Ski Area in recent years. In recent years, RAL introduced an Authorised and Platinum Park in the base area where skiers can pay a premium for their passes (approximately \$800 per year) that also grants them access to this parking area. As noted above, the Department also closes the road when the 11 car parks are full to prevent parking outside the car parks. If the car parks are full, visitors must drive to National Park village and book a shuttle. RAL has also previously implemented a pre-booking system where parks can be booked online which anecdotally has worked well. WHL intends to continue offering Platinum tickets for use of the Platinum car park.
200. WHL intends to manage the car parks consistently with the requirements for Iwikau Village as set out in the TNPMP including maintaining hard surfaces and stormwater management.
201. Car parking was an issue raised by many submitters, including representatives of some of the 47 ski club lodges within the ski field boundary. While ski club lodges hold individual concessions to operate, representatives were concerned over the loss of the dedicated ski club car park which occurred in recent years. Other recreational users were also concerned about the potential loss of car parks. The TNPMP is silent on the issue of car parking for club members or other recreational users. Currently clubs recommend their members arrive in the evening after the day visitors have departed. Over recent years, RAL brought in a booking system for the car parks, as a way to mitigate traffic impacts on the Bruce Road. Many of the ski clubs and other recreational users submitted that this system does not work for them. Ski club members also submitted their concerns over access to the Rangatira chairlift which is required to access some lodges. The draft concession requires WHL to provide some carparking for ski clubs. The Department considers ski club access arrangements for the Rangatira chairlift should be determined between WHL and ski clubs

outside this concession. The draft concession also requires WHL to maintain and manage the 11 carparks without imposing a fee, apart from for the Platinum carpark.

Dogs

202. With a handful of exceptions (e.g. guide dogs) dogs are not allowed within the Park as set out in section 56A of the National Parks Act 1980 and section 4.1.8.2 of the TNMP. The RAL Ski Patrol have a number of dogs which are allowed in the Park and these have all received a permit from the Department. It is recommended that conditions are imposed requiring WHL to ensure any search and rescue dogs it intends to use hold appropriate permits from the Department. These restrictions are also recommended by Ngāti Hikairo.

Aircraft

203. According to the application, aircraft use will be contracted out to local aircraft companies. WHL has identified two main companies but does not wish to be constrained to these operators. Most work is expected to be carried out by an AS350 B3 helicopter, but heli-evacuations may use Kawasaki BK117 or Airbus H145 helicopters. Drones will be used as a preference however, many activities (transporting equipment, personnel, re-fuelling diesel tanks) cannot be undertaken via drone due to the payload.
204. Some submitters raised concerns with the inclusion of aircraft/drone use. They noted the ban on drones within the Park [for recreational use] and requested this be upheld, or drones restricted to essential management tasks. They were concerned about the apparent significant increase of planned helicopter use. Other submitters supported the preference to use drones over helicopters.
205. The main effects from aircraft are noise and disruption to other users of the Park. 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 in preference to helicopters when possible. Currently drones are anticipated to be used for snow safety activities and undertaking the end of day 'sweep'. This is also consistent with TNMP section 4.1.17 policy 15 where concession activities should be undertaken in a way that provides for natural quiet. The Department recommends that aircraft use is limited to that which is essential for ski area management activities as listed below:
- a. Heavy lifting and long line use including for maintenance of ski area assets.
 - b. Transporting:
 - i. Personnel when other methods are not available, safe or practical
 - ii. Equipment and supplies within the ski area
 - iii. Transporting toilet waste from Knoll Ridge in emergencies when the pump or pipeline do not work.
 - c. Transporting food and beverages and other stock items to Knoll Ridge café and bringing waste out when the Sky Waka cannot be used.
 - d. Re-fuelling bulk diesel storage located at the Cat Shed workshop from the base area.
 - e. Relocating snow guns and fences, and retrieving items blown away by extreme weather.
 - f. Snow safety activities (visual inspection, transporting personnel, and avalanche control activities), limited to the inaccessible ridges of the Pinnacles, and Te Heuheu Valley upper start zones.

- g. Undertaking 'sweep' activities at the end of day to ensure the ski area is clear of people.
 - h. Undertaking visual maintenance inspections of equipment and structures.
206. Conditions are recommended to manage the effects of aircraft, including:
- a. The Department is to be notified when a helicopter or drone is used.
 - b. Adverse incidents are to be reported to the Department.
 - c. Robinson helicopters are not to be used due to safety concerns with these helicopters.
 - d. Permission is not required to use aircraft in an emergency.

Safety

207. The Department relies on external safety experts to audit concessionaire's safety plans. However, the Department needs to ensure that concessionaires have an adequate safety plan which covers matters such as snow management, snow machines, ice, white-out conditions, volcanic hazards, extreme weather, and accidents. Ngāti Hikairo note safety is a high priority given the high-risk nature of alpine environments. The TNPMP also requires ski area concessionaires to have a current safety plan, including to address avalanche control.
208. WHL has advised that the Whakapapa Ski Area has a current Health and Safety Management System audited to ISO 45001:2018 (for its paying customers only). WHL will adopt the RAL Health and Safety Management System as part of the purchase of the Ski Area business and will continue third party audits. Formal adoption of the plan will be completed prior to the commencement of the concession following a scrutiny process with the WHL board of directors. WHL has requested four months for its safety plan to be audited, as it is unable to get its plan audited before that time. The Department's position is that an audited safety plan can be provided within four months of the concession being granted, provided WHL continues to operate under RAL's existing plans in the interim.
209. Due to various factors such as weather and volcanic risk, WHL may at times need to cease its operations. The Department can impose this via standard conditions in the concession. In the case of volcanic threat, WHL will also be required to and to evacuate its staff/clients.
210. The Department recommends improved marking of trails for times of limited visibility, which has been included as a recommended condition.

Volcanic and Lahar

211. There are multiple hazards affecting the ski area: ice, white-out conditions; extreme weather, volcanic hazards, lahars, avalanche, accidents and others. The TNPMP sets out the requirements for the Volcanic Alert Network (section 5.2.13 and 4.1.14.1) including that ski area concessionaires will contribute to the cost of the system. The Tongariro National Park Volcanic Guidelines outline the procedures that need to be followed by concessionaires if Volcanic Alert Levels change. It is noted that some lifts are within the Alert Level 2 exclusion zone. Special conditions are proposed to provide the process for closure and suspension for volcanic activity.
212. The Department considers risks associated with volcanic and lahar activity are a subset of the broader threats to health and safety. Accordingly, they would be addressed by

WHL's health and safety plan which is a requirement of the draft concession. To augment those standard obligations, the Department also recommend specific conditions to provide for ongoing maintenance and shared financing of the Whakapapa Ski Area Lahar Alert and Warning System (WLAWS).

213. The Department requires ongoing access to structures associated with the Volcanic Alert Network which comprise both the Department owned and operated WLAWS and the GeoNet/Institute of Geological and Nuclear Sciences Limited owned and operated Ruapehu Eruption Detection System (REDS). The infrastructure comprising the Volcanic Alert Network consists of monitoring stations, speakers, bunds, fences, lahar gates, broadcast equipment, power conduits. The responsibility of these aspects of the Volcanic Alert Network lie with the Department and GNS. Meanwhile, the WLAWS consists of a control site, an infrastructure site and six outstation sites within the Whakapapa ski area. Previously RAL entered into a stand-alone memorandum of understanding with the Department which outlined shared responsibilities of the Department and RAL regarding WLAWS. The proposed concession replicates the pertinent parts of the memorandum such that the Department and WHL would continue their co-operation in relation to the system. WHL would also be required to contribute to the costs of maintaining the WLAWS. The Volcanic Public Safety Ranger notes the risks to the public if the WLAWS system isn't functioning properly.
214. The Ruapehu Eruption Detection System is owned and operated by Geonet/ the Institute of Geological and Nuclear Sciences Limited who have volcanic monitoring infrastructure at four sites throughout the ski area, including at Schuss House (on the list of redundant infrastructure WHL is not taking over). The infrastructure is located within the area that WHL has sought to licence. A condition is proposed to recognise these pre-existing structures and to ensure their continued operation.

Avalanche

215. There is a high risk of avalanche within the ski field without avalanche control. WHL notes the majority of avalanche paths begin within the ski field; however some begin outside of the ski field. WHL will continue to use the existing Avalanche Risk Management Program which has been used for many years. WHL has advised Avalanche control will be addressed as part of its safety plan (the Whakapapa Safety Management System).
216. Avalanche Control is required to ensure the safety of people within the ski area. Avalanche control primarily consists of foot/human triggering. On occasions, it may require the use of explosives, either by hand, or from a helicopter. WHL notes some areas will require control frequently (weekly) while other avalanche paths may only require control once every 20 years. Conditions are recommended to ensure the risk of avalanches are minimised. The conditions also require that the Department is notified when avalanche control is going to occur outside the ski area boundary. The proposed concession allows WHL to undertake avalanche control activities within the bounds of the ski field but also in known avalanche paths.

Walking trails

217. WHL has applied to service and maintain a number of walking trails. These routes were informally formed, likely in the 1980's, and advertised by RAL for visitor use over the summer months and it is understood they have trail makers installed. These routes have

never been formally recognised by the Department. The creation of these trails by anyone other than the Department is inconsistent with the TNPMP.

218. Section 5.2.15 Summer Use (which specifically covers the Ski Areas) of the TNPMP, policy 2 states the Department “will protect the ecology of the ski areas by marking suitable foot tracks”. This anticipates the Department will create the tracks and they will not include any built infrastructure or require any maintenance. It is recommended the maintenance and servicing of these tracks is declined and WHL works with the Department to formally recognise these tracks. Separate authorisations may be required to promote, maintain or form those tracks in the future, and it may require amendments to the TNPMP. It is acknowledged that some trails may require marking by the concessionaire if they represent evacuation routes. As noted above, the Department has proposed that the concessionaire ought to ensure that exit routes are more effectively marked so they are easily seen in low visibility conditions.

Snow making

219. Snow making is an essential part of ski field management in most New Zealand locations. Snow making at Whakapapa relies on water pumped from the Waipuna stream (consented through Horizons Regional Council). The Applicant has stated man-made snow will be applied in the Happy Valley, Meads Wall, Rockgarden, Hut Flat, Staircase and Waterfall trails.
220. Water is pumped from the Waipuna reservoir via a reticulated pipeline to 1,900 metres above sea level (masl). Snow is currently applied to 2,100 masl using temporary hoses and cables placed on the snow during snowmaking hours, using snow guns, then smoothed using snow groomers. WHL has not specified which months snow will be made. The Department understands RAL currently creates a small patch of snow in summer months for tourists to enjoy and WHL intends to continue this practice.
221. WHL has requested an easement to extract water from the Waipuna Stream and transmit it for approximately 1km (via existing pipes) to the ski field boundary. This easement replaces RAL’s existing easement for the same activity.
222. There is also a snow factory at the Whakapapa base area which WHL wishes to continue operating. Snow factories work by cooling water to the freezing point without adding chemicals and create snow in a closed system. This means snow can be created all year around at Whakapapa. The snow is then piped separately to Happy Valley via a moveable hose.
223. The Waipuna is a tributary of the Whakapapanui (which eventually flows into the Whanganui River). All water used for snowmaking is returned to the same catchment which is significant to Treaty partners.
224. Water take is covered under section 5.2.8 of the TNPMP. The application is consistent with these policies.
225. Snowmaking additives - WHL has also applied to use the snow making additive, Snomax, which is a “snow inducer”. It is based on the proteins derived from a naturally occurring microbe. RAL have used Snomax for 35 years at Whakapapa and adds it into the water when piped from the reservoir. The Applicant’s AEE states “*the effects of Snomax are negligible for the Whakapapa Ski Area. From an energy consumption perspective, use of Snomax results in more snow being used for the same energy input, which also means less water is required from the Waipuna Stream*”. While snow can be made

without using Snomax, it uses significantly more water, can only be made at lower temperatures and will melt faster. Not using Snomax will likely result in a shorter winter season.

226. Ngāti Hāua and Ngāti Rangī strongly oppose the use of Snomax (or similar). According to these iwi, studies on the environmental effects of Snomax have been inconclusive. Snomax effects are untested on water systems in the Whanganui River and would require scientific investigation and consultation under the Te Awa Tupua Act 2017 prior to authorising its use. WHL noted that the Department did undertake some testing of snow making impacts when this was first instigated using botanical transects, monitored by Department staff, although there are no records of this.
227. A small number of submitters commented on the use of Snomax and snow making in general. Either supporting the position of Treaty partners to oppose the use of Snomax or generally supporting snow making.
228. The Department sought clarification as to the necessity (or otherwise) of Snomax for WHL's proposed activities. Mr Mazey responded and a full copy of his advice is provided in Appendix 8. In summary, Mr Mazey states Snomax increases snow performance by about 20% and can be made at mild climates like exist at Whakapapa. He confirms Department scientist Harry Keys ONZM led botanical monitoring but the research is not currently available. WHL could operate without Snomax but would need to invest in larger snowmaking infrastructure, use more water, more electricity and more labour for a similar result. It has also resulted in less accidents as the trails are wider with deeper snow and less rocks protruding through the snow.
229. In light of these competing perspectives, the Department recommends allowing the use of Snomax as there is no clear evidence to demonstrate that it is causing harm, and its use is important to the ski field's effective operation including enabling the field to extend its operating hours and days thereby providing a better experience for skiers and improving the viability of the field. Snomax is used in most, if not all, the South Island ski fields and no adverse effects have been identified through its use at these sites. Although the Department recommends that Snomax is permitted, it also recommends that separate permission is required if WHL wants to use other snowmaking additives. In addition, the draft concession anticipates that on and/or off-site monitoring may be undertaken (and costs recovered from the concessionaire). The results of any monitoring would, as a minimum, inform the Year 5 Review.

Year-round use of snow making

230. RAL currently has a small 'snow-play' area year-round at the top of the Sky Waka, which WHL wishes to continue and potentially expand to include some trails. The Department's technical advice notes there will be relatively minor adverse effects with a small area of year-round snow cover at the top of the Sky Waka. The flora and fauna at Knoll Ridge are sparse and the effects will be relatively minor at this location. However, year-round snow application will have more significant effects at lower altitudes as there will be more vegetation present. It is recommended that year-round snow be allowed for snow-play at the top of the Sky Waka. Conversely, it is recommended that application of snow outside the winter season in other locations is declined at this stage. If WHL wants to do this in the future, a more fulsome application with detailed effects analysis will be required.
231. As snow guns are considered ski field infrastructure, policies and objectives which relate to ski field infrastructure apply. There are no specific policies within the TNMPMP

which prevent the use of snow all year around. Section 5.2.1, policy 12 states “*Ski areas may be utilised for summer activities without expanding the range of facilities provided for the principal winter use.*” This is reiterated in section 5.2.15 objective b. Provided using existing snow guns does not have “*additional requirements*”, this activity is consistent with section 5.2.15 which seeks to improve public access and enjoyment of the ski areas in the summer season utilising existing infrastructure. No additional requirements will be required as the water required will be covered under the existing water consents. That noted, for the reasons set out above, it is premature to authorise year-round snow application in wider areas of the field. Further information would be required to be confident that the effects would be minor or capable of being adequately managed.

232. WHL also notes that snow guns will be relocated and stored off the slopes during the summer where reasonable and physically practical. Ngāti Hikairo have specifically requested snow guns are removed and stored off-site. They state this is important for safety, environmental impact on the UNESCO site, efficiency, and reduced traffic congestion in the carparks (if the equipment is stored in the car parks). However, many of the newer tower guns are bolted to foundations, similar to a lift tower, and they are not able to be relocated. WHL is working with suppliers to ensure any fixed tower guns are in darker colours or are able to be covered or camouflaged. Ngāti Hikairo has raised this as a concern and a condition requiring the above to occur is recommended. Conditions to address these matters are set out in the proposed concession.

Recreational

233. There are well known, positive recreational effects created through the ski field’s operation. It attracts over 130,000 day visitors during the winter season to the Park and facilitates their enjoyment. The Sky Waka has allowed an increasing number of people to visit who do not ski or snowboard. Many submitters support the application as fostering recreation and public enjoyment of the maunga, both for skiing and non-skiing recreational activities. This is consistent with policy 5.1.2 of the TNPMP. The Department notes ongoing use of the ski field is not inconsistent with the Heritage and Visitor Strategy. People from the local community and further afield are able to enjoy recreational opportunities on the maunga as a direct result of the ski field operating. In addition, the enjoyment and use of the Ski Clubs is largely contingent upon the commercial field being able to operate.
234. The Ruapehu Destination Management Plan (Tahia Ko Puanga) has a focus on tourism and economic benefit but also sees all matters as intrinsically linked and puts the environment at the centre of its outcomes. While not a direct matter for the Decision Maker to consider, it is noted that ongoing use of the ski field is aligned with the Ruapehu Destination Management Plan and general recreational and tourism strategies within it. In effect, this reinforces the notion that the ski field is highly significant in terms of the recreational opportunities it affords visitors of the Ruapehu District.

Public Shelter

235. Some submitters have concerns with the lack of shelters on the western half of the ski field. Previously the West Ridge café and toilets provided this shelter, however WHL has not included those buildings as part of its application (or sale and purchase agreement). These buildings will form part of the Department’s redundant infrastructure removal programme and will not be available to visitors.

236. Section 5.2.7 of the TNPMP requires “adequate public shelter and cafeteria facilities” (policy 1) and for the Iwikau public shelter to be maintained (policy 2). WHL has advised that the West Ridge Café and toilets have not been used for a number of years without an issue as the ski field is small enough that visitors can traverse back to base or Knoll Ridge café for shelter and toilets. Ngāti Hikairo raise that public toilets should be made available for all recreational users, not just customers of the Applicant. The Iwikau shelter is a public shelter that is intended to be open to the public at all times (including toilet facilities) and is located near the base buildings. WHL will be required to maintain this and ensure it is available at all times. The café buildings will be available for shelter during operational hours.

Summary

237. 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.

238. 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 with the notable exception of certain events unconnected to snow sports. It is therefore recommended that those types of events are declined.

Section 17U(3): Purpose for which the land is held

Is the activity consistent with s17U(3) of the Conservation Act? (that is, not contrary to the purpose for which the land is held).	Yes
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239. The following types of areas are included in the application.

Title	Considerations
National Park (section 4 of National Parks Act 1980)	<p>(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.</p> <p>(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—</p> <p>(a) they shall be preserved as far as possible in their natural state:</p>

	<p>(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:</p> <p>(c) sites and objects of archaeological and historical interest shall as far as possible be preserved:</p> <p>(d) their value as soil, water, and forest conservation areas shall be maintained:</p> <p>(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.</p>
Section 15 of the NPA - amenities areas	<p>(1) The Minister may, on the recommendation of the Authority made in accordance with the management plan, by notice in the <i>Gazette</i>, set apart any area of a park as an amenities area, and may in like manner revoke any such setting apart.</p> <p>(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.</p> <p>(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.</p>

240. Section 17U(3) (as applied by s49 of the NPA) provides that you must 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.
241. The areas under application are all part of the land held as Tongariro National Park, managed under section 4 of the NPA. Section 15 of the Act provides for the setting aside and use of amenities areas within national parks.
242. The amenities area is shown in the Whakapapa Ski area map in Appendix 2. Note this map is not current: some of the chairlifts have been removed or replaced since the map was generated and included in the TNPMP. The map shows a small number of chairlifts that fall outside the amenities area boundary. All other infrastructure associated with the ski area is within the amenities area boundary. WHL does not propose to install any new structures outside the amenities area boundary. However, it is seeking permission to continue operating the following structures which are partially (or wholly) outside the boundary as shown in the map in Appendix 2: Far West T Bar, West Ridge Chair, Knoll Ridge T Bar, and Valley T Bar. While no new structures are anticipated to be approved outside the amenities area, these structures are existing structures with no amendments.
243. The easement is mostly outside the Whakapapa Ski area amenity area and the accommodation buildings are all within the Whakapapa Village amenities area.

244. Recreational use is of high importance under the NPA. Many submitters were concerned the application is not consistent with section 4 of the NPA as WHL has applied for a lease (authorising 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 effects section of this report. Other submitters (ski club members and non-skiing recreational users) commented the granting of the concession will foster recreation.
245. 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. It is relevant that no new structures are proposed. Rather, WHL seeks a continuation of activities already undertaken by RAL. In respect of the six accommodation buildings and the easement land, these are existing activities and are also not inconsistent with the purpose for which the land is held.

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

246. 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. Submitters noted they believe the Applicant is aware of the special obligations of working within a World Heritage area. Some noted the Applicant is not planning any changes or expansions to the ski area.
247. 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.
248. Ski field infrastructure was present on the mountain when World Heritage Status was conferred in 1993. However, at that time, both IUCN and the International Council on Monuments and Sites raised concerns 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, according to that plan, intended to be constrained within specific zones with limits placed on their expansion and operation. The current TNPMP contains similar restrictions and 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 current TNPMP.

249. It is noted that Te Ariki te Heuheu's office has contacted New Zealand's UNESCO Cultural Commissioner to outline its concerns that WHL's application (among other matters) shows that the dual World Heritage status of the Tongariro National Park is not being upheld or acknowledged by the current (and past) government(s). They would like to see cultural matters to be the primary focus for the Park. The Whanganui River Iwi Collective also note the ski field is in a UNESCO World Heritage area and this needs to be an ongoing consideration.

250. 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 of infrastructure to allow WHL to continue the existing skiing and recreational operations at Whakapapa Ski Area. It is the Department's view that granting a new (shorter term) concession with the proposed conditions would not imperil the Park's World Heritage status.

Section 17U(4): Can a structure or facility be reasonably undertaken elsewhere?

Is the activity consistent with s17U(4) of the Conservation Act? (that is, the activity cannot reasonably be undertaken at another location or in an existing structure?)	NA
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251. WHL has requested to use existing structures and facilities. It has not sought permission to build or extend any structures as part of its application. It is noted that any future application for new structures or extensions would be subject to the tests in section 17U(4).

Section 17U(5) (6) and (7): is exclusive possession necessary

Is the activity consistent with s17U(6) and (7) of the Conservation Act? (That is, exclusive possession is necessary)?	Yes
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252. 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.”

253. 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.

254. WHL has applied for a lease for specified buildings/structures. The leases would apply to numerous buildings/structures within the ski field areas, a pump shed which lies in the Waipuna Stream which is associated with the snowmaking infrastructure and the 6 staff accommodation units (inclusive of a small curtilage area immediately surrounding each accommodation building) in the Whakapapa Village.

255. The Department's view is that the request for leases over the ski field infrastructure (including the pump house), and staff accommodation 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 proposed lease areas are all clearly defined in the application and correspond to fixed structures or facilities.

256. 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 WHL can operate the activity competently (which includes the need to adequately maintain the structures and to make a return on its investment). WHL would, if a concession is granted, have a significant investment in buildings and related infrastructure on the ski field. 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.

257. Some submitters were concerned their access to the maunga could be blocked. However, the draft concessions anticipate that access to all areas not explicitly leased would continue, save where safety concerns or physical works required them to be temporarily ring-fenced. By way of example, the draft ski field concession requires that the remainder of the ski area is open to the public, including non-WHL customers.

258. A small curtilage area is considered appropriate around the staff accommodation leases as these will be used for private accommodation and it would be unreasonable to intrude upon the privacy of occupants. It may also render their occupation unworkable. Accordingly, the Department considers that exclusive occupation of the accommodation

buildings and their immediate surroundings is appropriate and will enable WHL to undertake the activity in a competent manner.

Requirements of National Parks Act section 49(2)

259. 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.

260. Granting concessions in this instance will not permanently affect the rights of the public in respect of the Whakapapa ski area nor in relation to the staff accommodation or easement. The proposed concessions are for terms of 10 years.

261. Moreover, it is the Department's view that the concessions would not be inconsistent with section 4 of the NPA. Granting concessions in respect of the ski field, accommodation and easement activity 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. It is notable that 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 TNMP, 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 ski field site, and accommodation buildings are 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.

262. Section 49(5) allows WHL 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. Where appropriate, the draft concessions reiterate that the concessionaire may only impose reasonable fees in respect of the services or activities it offers.

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

263. 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.

264. 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.

265. The Department's view is that it would not be appropriate to rely on s17U(8) to decline the concessions if the sole rationale for doing so is that WHL ought not to have been selected as the preferred replacement for RAL in a process run entirely separately from the concession's regime. That noted, it is a relevant matter for you to consider whether WHL is capable of undertaking the activity if it is offered a concession. The suitability of the applicant is discussed elsewhere in this report.

Section 17W: Relationship between concessions and conservation management strategies and plans

Is the activity consistent with all relevant statutory planning documents?	Yes (provided terms, conditions and exclusions are imposed)
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266. The Department acknowledges that although the current statutory planning documents / management plans are due for review, they remain the operative plans. s17W(3) provides for the delegated decision maker to decline a concession if he/she considers the effects of the proposed activity are such that a review of the current plan/s is more appropriate than granting the concession. The Department's position is that a decision on the concession can be made under the existing plan.
267. A concession must not be granted if the proposed activity is inconsistent with the current conservation management plan, and/or national park management plan
268. The policies in the General Policy for National Parks (GPNP) are implemented through the Conservation Management Strategies and the Management Plans. A concession must not be granted unless consistent with the CMS or the MP. The 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 Department's position is 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.
269. The relevant statutory planning documents are the 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. Their views have been incorporated into this report where relevant. A full analysis can be found attached at Appendix 9.
270. Some submitters also commented on the statutory planning documents. They noted it was generally consistent with the statutory, specifically highlighting that the Plan provides for skiing related activities in the Whakapapa Area.
271. A small number of submitters were concerned with public access such for Project Tongariro, Federated Mountain Clubs and other individuals. They were concerned that WHL would prevent non-skiing recreational activities from occurring in both the lease and licence areas. They note public access must be maintained for all areas not included in the lease land as required in section 5.2.14 in the TNPMP. Most were satisfied that the lease areas are restricted to the buildings. Conditions are recommended to ensure general public access is maintained across all licence areas.

272. The Whanganui River Iwi Collective do not consider the application is consistent with the TNPMP. They have advised their concern that an Indicative Development Plan was not provided with the application, and this is required for all ski field concessions. They have not advised which other areas they believe the TNPMP is inconsistent with.
273. The Department's position is the Application is broadly consistent with the Tongariro National Park Management Plan except for:
- a. the use of aircraft for filming and advertising purposes
 - b. the use of existing walking tracks which have not been approved by the Department. Appropriate steps will need to be taken to ensure the Department approves the tracks marked out by the previous concessionaire
 - c. the use of cafeteria for events such as weddings, corporate functions, conventions, music performances, festivals and ceremonies. Additional information and considerations are required to determine which events are consistent with Plan provisions and Bylaws
 - d. widespread snowmaking outside the ski season requires further consideration. This is not necessarily inconsistent with the TNPMP; however, the effects need to be considered further to ensure consistency (see discussion of this above).
274. Section 5.2.2 of the TNPMP requires concessionaires to have an Indicative Development Plan, a forward-looking document designed to describe the longer-term aspirations for the ski fields. They are not however a substitute for obtaining explicit approval from the Minister for the proposed works or changes in activities. Accordingly, separate concessions or formal variations are required to legitimise the aspirations contained in the indicative plans.
275. The policy in section 5.2.2 of the TNPMP does not require an Indicative Development Plan to in place at the time an application for a concession is lodged, but it states one "*will be prepared...by each concessionaire*". WHL has advised it intends to develop this plan with Treaty partners and other stakeholders once these relationships have been developed and shared aspirations can be developed. WHL does not intend to undertake any major developments within the first five years.
276. The Whanganui River Iwi Collective have noted their concerns that an Indicative Development Plan was not provided with the application which is required by the TNPMP. Ngāti Hikairo have requested "*endorsement, not just consultation*" for the Indicative Development Plan. A condition is recommended that a draft Indicative Development Plan must be created within four and a half years to feed into the Year 5 Review. The Department cannot require that the Indicative Development Plan is endorsed by iwi and hapū, but will expect that WHL engages with iwi and hapū in the development of the Plan. Any works as a result of the plan will also require approval from the Minister, and the Department will engage with iwi and hapū through that process.
277. Aircraft is strictly controlled under the TNPMP and Tongariro National Park Bylaws. Under the Bylaws, aircraft can only be used for emergencies, wild animal management and where necessary for the proper and beneficial management, administration and control of the park. Section 4.4.6.2, policy 2 specifies that this can include activities which would benefit park management, where undertaken by the Department or a concessionaire authorised by the Department to carry out these activities. The TNPMP does not require a concession for emergency activities (e.g. search and rescue, heli-evac throughout the year), as such these do not need to be included in the concession. Management planning advice

is that aircraft use will need to specifically list what management activities are permitted. Using a helicopter (or drone) for filming for advertising purposes will not benefit park management and is considered inconsistent with the TNPMP. Filming for maintenance purposes (including with aircraft) is considered consistent.

Ability of the Applicant to carry out the activity

278. 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.
279. The Applicant was incorporated on 10 May 2024 and was created for the purpose of operating the Whakapapa Ski Area. The company is a private company (which differs from the RAL structure) and allows investment and the ability to raise capital. Equity will be held by the South Island Office Ltd and also by Dave Mazey. WHL advises that its shareholders and directors have significant experience in ski area management as well as project management, capital raising, property management and development.
280. The Directors, Dave Mazey, Tom Elworthy and Bridget Legnavsky, are experienced in the ski industry. Dave Mazey was involved with RAL for over 30 years, as General Manager and CEO, retiring in 2016. He is based locally and has strong links to the area. Tom Elworthy has been involved in the ski industry for 36 years at a variety of ski fields throughout New Zealand and internationally. Bridget Legnavsky is currently CEO of the Sugar Bowl in California. Previously she worked for RealNZ and was General Manager for Cardrona Alpine Resort and Treble Cone Ski Resort. In addition, the current executive team at Whakapapa have been offered to keep their roles for the new company.
281. The application includes information around the financial information. Commercially sensitive

They have secured a \$5M loan from the Crown, Commercial information entrusted to the government
 Their proposed financial models aim for a small surplus which will be used to pay down the existing debt.
282. A number of submitters commented on the ability of the Applicant to operate the ski area, mostly providing support to Mr Mazey. Submitters noted Mr Mazey's long association with the area, extensive industry expertise, and strong stakeholder relationships. They also noted the experience of the other WHL directors.
283. Some submitters linked Mr Mazey to the downfall of RAL. However, he has not been involved in recent decisions.
284. Other submitters were concerned about the viability of a private company to operate and do not believe it can run as a viable business. They are concerned profit will be the primary focus over environmental care or community interests. Profits may be taken away from the area, rather than re-invested into the maunga. Some submitters expressed frustration that financial information has been redacted which prevents them from making an informed submission. Note this information is available to the Department and Decision Maker but has been withheld from the public for commercial sensitivity reasons.
285. 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.

286. Here, the infrastructure already exists on the mountain, and the current operator is in liquidation. WHL is seeking to take over RAL's operations on Whakapapa, and is not seeking to install new infrastructure. The Applicant is the preferred bidder for RAL's assets through the process run by Ministry for Business, Innovation and Employment and RAL's receivers. Part of this process included consideration of the financial ability of the bidder as they needed to be satisfied the business will be successful. There is obviously no guarantee that WHL will be a commercial success, but that is not the standard. The question is whether you are comfortable, in light of known information about WHL, and having regard to the matters in s17U, with WHL acquiring a concession for the Whakapapa ski field.
287. The Department is satisfied that WHL will be a suitable concessionaire and with its ability to carry out the proposed activities. The directors and executive team have proven experience in the ski field industry. The Department has considered the information provided by the Applicant about its financial position and its commercial structure and is comfortable with the Applicant's ability to perform the activities applied for.
288. The proposed concession also requires that any transfer of WHL's interests in the concession be approved by the Minister (e.g. sub-licensing or substantial transfer of company shares). In the Department's view, these controls offer some oversight and comfort regarding WHL's business operations. However, their efficacy ought not to be over-stated. If, for instance, WHL encounters financial headwinds the conditions are unlikely to protect the Crown in any meaningful way. The absence of a guarantee (or other security) means that financial failure or underperformance is likely to impact upon the Crown, bringing forward the termination of the concession and leaving recreational users underserved. At present, comfort is derived from the fact that the current directors and senior managers have relevant experience. However, changes in personnel could result in less experienced operators taking the helm.

Recommended Operating Conditions

Term

289. 10 years with a review after five years has been requested by the Applicant. The rationale behind the term is, *"WHL decided early in this process to apply for an initial 10-year licence primarily to facilitate an engagement process, principally with all Iwi entities, that could be active, productive and inclusive. Prior to WHL developing any long-term plans and committing to various operating parameters we must understand what is necessary for us to provide "good stewardship" to the maunga and what are the long term asset replacement options that may be acceptable. WHL has committed to a "Te Pae Maunga" style of agreement with the various entities of Tuwharetoa and to meaningful relationship(s) with other Iwi groupings, as and when they wish to engage in this manner. Success for WHL will be when we have some long-term consensus and can then apply for a more meaningful term concession that is agreed to or at least accepted."*
290. This timeframe will also allow for the continued operation of the ski field while recognising the Tongariro National Park treaty settlement is likely to be progressed within the 10-year term.
291. Treaty partners have similar but different opinions relating to the term. Ngāti Hikairo support a five-year term, with a right of renewal for a further five years. Other Treaty partners have split views: some do not oppose a 10-year term, provided a relationship is

created with the Applicant; others advocate a five-year term is more appropriate as this provides more flexibility and oversight of the use of the ski field. Patutokotoko has proposed a one year term to allow time for a new concession to be co-designed with the Department, iwi and WHL.

292. Approximately half of the submitters commented on the term length. These were almost evenly split between support/acceptance of the term and opinions that the term is too short. Many felt the term should be 20 years to provide “*greater certainty and period for return on investment in their assets*”. They note other ski fields in New Zealand (including RAL) have terms in excess of 30 years. Others agreed the term was appropriate due to the upcoming treaty settlement of the Tongariro National Park and importance of iwi and hapu relationships. One submitter raised concerns about the proposed review halfway through at year 5 of the concession and the need to review public health and safety matters on an annual basis, rather than a 5-yearly basis. Note that these matters can be addressed in other ways through monitoring or special conditions.
293. The Department’s position is a ten year concession is appropriate given the investment required to operate the ski field. When considering the views presented by iwi and hapu, the Department noted that a ten year concession is considerably shorter than the current concession held by RAL, and includes provision for a review at five years as well as regular monitoring. The Department does not consider that a one year concession, leading to an additional statutory process to grant a new concession, would be appropriate as this would not provide certainty required for WHL to invest in the ski field.
294. The Department has not assessed whether a longer concession term would be more appropriate as WHL did not apply for it, and the concession was not publicly notified on this basis.

Standard and Special Conditions

295. A full list of proposed Special Conditions is set out in each of the concession documents.

Fees

296. 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 the event that the concession is granted, the Department recommends that other annual charges are imposed on the Applicant, in addition to the (one-off) processing fee. These fees/charges are discussed below.

Processing Fee

297. Departmental processing fees are charged to concession applicants on a cost recovery basis. An initial cost estimate in this case is Neg., Comm. sensitive plus GST.
298. The Applicant provided the following on receipt of the cost estimate “*When we prepared and lodged the original application in Sep/Oct of 2024 WHL made the assumption the processing fee would be in the range of* Neg., Comm. sensitive *At that time, we sought clarification from the department as to what the expected fee would be. It wasn’t until*

February 2025 that we were advised expected costs of processing this application was in excess of [Neg., Comm. sensitive]. In light of no further information being provided some months ago WHL is accepting of a fee at the value [Neg., Comm. sensitive].”

299. We will provide you with separate advice about the requested waiver of the processing fee.

Concession Management Fee

300. In relation to the ski field lease/licence, the Department recommends a fee of [Negotiations, Commercially sensitive]. This fee covers the management of the concessions, invoicing, rent reviews, calculation of activity returns, rates recovery and other essential management activities. As it is part of the overall concession fee it is subject to review every three years.

301. The Department recommends that the proposed [Neg., Comm. sensitive] management fee [Negotiations, Commercially sensitive].

Concession Activity Fee

302. 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.

Ski field concession fees

303. The Minister of Conservation has agreed to a standard fee structure starting 1 January 2025 for all commercial ski fields to be [Confidential advice to government].

304. The existing Whakapapa Ski field concessionaire (prior to voluntary administration) was charged [Negotiations, Commercially sensitive].

305. [Confidential advice entrusted to government]

306. [Confidential advice entrusted to government]

307. Commercial information entrusted to the government
[Redacted]
[Redacted]
[Redacted]

308. Commercial information entrusted to the government
[Redacted]
[Redacted]
[Redacted]

309. Negotiations, Commercial information
[Redacted]
[Redacted]
[Redacted]

310. Negotiations, Free and frank opinions, Commercial information
[Redacted]
[Redacted] As it is a statutory requirement that fees are reviewed at intervals not exceeding three years, there will be opportunities for the fee to be adjusted after three, six and nine years.

311. Negotiations, Commercially sensitive
[Redacted]
[Redacted]
[Redacted]

312. WHL is also asking that you waive fees that would normally be charged in respect of certain ski field activities: revenue from the medical centre, crèche and schools programme). The Department's view is that these activities form part of the ski field activity being authorised under the main lease/license. Any revenue derived from these businesses should be included in the gross revenue calculation. Neg., Comm. sensitive
[Redacted]
[Redacted]

Accommodation buildings

313. In addition, WHL is asking that no separate fees be paid in relation to the six staff accommodation units in the Village. There is no compelling argument provided by WHL to explain why accommodation revenue ought to be excluded from the concession fee calculation. It is particularly unusual given the WHL's assumption that they would hold a right to allow use these building as backpacker accommodation during the off-season. In any event, even if a fee was to be waived in respect of the staff accommodation, the Year 3 Review ought to be used to revisit the matter and determine what/if a market rent ought to be imposed.

314. The Department recommends that each staff accommodation building is charged an annual fee being Neg. of land value of the area leased. Negotiations, Commercially sensitive
[Redacted]

██████████ This recommendation has been incorporated into the concession documents for each staff accommodation building and is attached as Appendix 13.

Easement

315. It is recommended ██████████ Negotiations, Commercially sensitive ██████████

This will not prevent the Grantor from reconsidering whether this is still appropriate at the first three-year fee review.

Community Contribution Fees

316. In addition to charging activity fees (e.g. rent), the Minister may also impose fees to cover facilities or services which the Department provides and which the concessionaire benefits from (s17ZH Conservation Act). Concessionaires are also expected to meet any third-party costs associated with their activities. For instance, power connection or supply charges, rates and so forth. In Tongariro's case, the Department provides services and facilities akin to those supplied by local government. For instance, waste collection and recycling and wastewater treatment and maintains the Bruce Road which is the sole vehicular access to the ski field. Community services contributions are allocated on a pro rata basis. They may also vary over time since new facilities or services may be provided during the course of a concession.

317. The relevant fees for this application are currently those apportioned under the Whakapapa Village community service fee and the Iwikau community service fee. These fees are split pro-rata between the different users of the two villages. Conditions have been included in the proposed concessions to enable ongoing collection of those fees plus future expenditure incurred by the Minister or Department should they arise.

318. In addition to this, the Ruapehu Eruption Detection System (for volcanic eruptions) and Whakapapa Lahar Warning System require ongoing maintenance. These systems are necessary for the ski area to operate safely while on an active volcano. Much of the ski field is at high risk of lahar flows. Without the ski field being in operation, it is unlikely the Department would consider the existing level of warning systems to be required. Special conditions in the proposed concessions for the ski field require WHL to be responsible for certain elements of the WLAWS and to contribute to the cost of the remainder of the system.

319. There are also capital contribution fees for specific projects. The only capital project which has outstanding contributions required for the Iwikau Recycling Centre. The contributions for that infrastructure are every six months and will be required for the next five years.

320. The above community contribution fees are able to be charged under section 17ZH of the Conservation Act. The fees and agreements for these are determined by the Department outside the concession. However, the draft concession also expands upon s17ZH by permitting the Minister to charge fees in advance (rather than solely in arrears) for infrastructure or services provided by the Department.

Monitoring

321. Monitoring for compliance - 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). In addition to monitoring compliance with conditions, the Department can instruct the concessionaire to develop and implement an environmental monitoring plan which it then reports to the Department on. These standard conditions are set out in condition 10 of the draft concession.
322. Monitoring the environmental and cultural impacts of the ski field activity – Ordinarily the Department undertakes its own environmental monitoring to assess what impacts the concession activity is having. The Department may use contractors to undertake the work on its behalf and the costs are recovered from the concessionaire. The Department may, in accordance with its standard conditions (condition 10) elect instead to have the concessionaire perform the monitoring and report the findings to DOC. In those cases, the concessionaire will meet the costs directly. In the draft concession the two options have been left open: the Department may elect to do either one or the other and that choice may change from year to year.
323. Concessionaire's Ecological Assessment and Environmental Plan in relation to the ski field - This monitoring work is not to be confused with the additional activities that the proposed concession recommends. By way of special conditions, it is recommended that the concessionaire is required to perform a baseline assessment of ecological features (i.e. what species are present and in what abundance). That information (along with the environmental monitoring mentioned above) will assist the Department with the Year-5 Review. It is also intended to be the springboard for the concessionaire to prepare its own environmental management plan. That plan is aimed at placing the onus on the concessionaire to find ways of continually improving its environmental performance. Conditions to address the baseline monitoring and environmental plan are covered in the special conditions.
324. Cultural monitoring in relation to the ski field - Finally, there is also an expectation that the Department will undertake cultural monitoring and will recover the reasonable costs associated with that work from the concessionaire. Special conditions anticipate the Department will consult with iwi and hapū prior to embarking on any cultural monitoring. Moreover, the Department anticipates that it may contract local iwi and hapū to perform that work on its behalf. However, those arrangements would be made between the Department and the iwi and hapū concerned and would follow the normal Departmental contracting processes. Special conditions to this effect have been included. The results of any cultural monitoring would feed into the Year-5 Review.
325. It is the Department's view that the approach outlined above provides a comprehensive package of monitoring and benchmarking. Furthermore, the ability to contract iwi and hapū to support the Department with environmental and/or cultural monitoring as appropriate is a reasonable strategy in light of the obligations under s4.
326. For context, the Whanganui River Iwi Collective raised concerns with the lack of performance benchmarks or monitoring measures. Ngāti Haua also requested the ability to terminate the concession if non-compliance is found. The proposed concession, like all concessions, permits the Minister to terminate or suspend where there are breaches of specific conditions. For its part, WHL has asked that suspension and termination only be allowed where the ecological or cultural impacts are not insubstantial and not anticipated. Amendments to the standard conditions have been proposed in partial response to that request.

327. Although suspension/termination may only be deployed in certain limited situations, the Year-5 Review does afford an opportunity to re-calibrate some conditions to ensure they effectively address impacts of the concession. The proviso is that any changes introduced in Year 5 cannot substantially undermine the concessionaire's ability to operate the ski field. A substantial "unwinding" of the concession at Year 5 would exceed what is permitted in the special conditions.
328. Monitoring and compliance requirements – accommodation and easement concessions - No special monitoring or compliance conditions are provided in the easement or accommodation concessions. Rather, the normal template provisions are utilised.
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Appendices

Appendix 1 – Table of infrastructure

Appendix 2 – Map of amenities area

Appendix 3 – He Kaupapa Rangatira

Appendix 4 - Te Waiū-o-te-Ika catchment (From Ngāti Rangī Deed of Settlement)

Appendix 5 – Ngāti Haua submission

Appendix 6 – Treaty partner response tables

Appendix 6a – Common themes

Appendix 6b – Ngāti Hikairo

Appendix 6c – Ngāti Rangī

Appendix 6d – Ngāti Hāua

Appendix 6e – Whanganui Collective

Appendix 7 – Treaty partner engagement table

Appendix 8 – WHL snow making response 11 April 2025

Appendix 9 – Management Planning advice

Appendix 10 - Operations contributions

Appendix 11 – Visitor Service Advice

Appendix 12 – Ecological Advice

Appendix 13 – Commercial team recommendations

Appendix 14 – Sam Clarkson submission summary

Appendix 1 – Table of infrastructure

Table of Lease Structures and Facilities				
Figure #	Map	Infrastructure / Building Name	Footprint (m²)	Approx. Coordinates
1	1	Waipuna Pumpshed	13	E1819775 N5655189
2	2	Iwikau Workshop – Bruce Road	380	E1820143 N5654459
3	2	Generator G101	8	E1820147 N5654481
4	2	Diesel storage tank – above ground	20	E1820189 N5654454
5	3	Iwikau Building	415	E1820602 N5653840
6	3	Snow School	144	E1820641 N5653798
7	3	A Frame	110	E1820651 N5653787
8	3	Customer Service/Administration	95	E1820668 N5653778
9	3	Top O Bruce café, retail and rentals	966	E1820710 N5653767
10	2	Pumpshed – Happy Valley Reservoir	55	E1820368 N5654336
11	2	Happy Valley Reservoir	9591	E1820421 N5654357
12	3	Happy Valley Rentals	290	E1820662 N5653851
13	3	Happy Valley Bistro café	283	E1820696 N5653842
14	2	Lower Explosive storage and make up	8	E1820328 N5654396
15	2	Double Happy Chairlift Operators cabin	20	E1820605 N5654145
16	2	Double Happy drive station	21	E1820602 N5654128
17	3	Double Happy return station	11	E1820729 N5653853
18	3	Carpet Lift No 1	382	E1820808 N5653849
19	3	Carpet Lift No 2	174	E1820648 N5653906
20	3	Carpet Lift No 3	450	E1820644 N5653946
21	3	Happy Valley Elevator	83	E1820674 N5653830
22	3	Snow Factory	24	E1820788 N5653799

Table of Lease Structures and Facilities				
Figure #	Map	Infrastructure / Building Name	Footprint (m ²)	Approx. Coordinates
23	3	Sky Waka drive station and cabin storage	739	E1820741 N5653804
24	3	Rangatira Express drive station and chair storage	406	E1820771 N5653790
25	4	Rangatira Express return station	101	E1821031 N5653154
26	4	Rangatira Express operators cabin	15	E1821039 N5653154
27	4, 5	Pumphouse and Workshop	568	E1821077 N5652264
28	6	Grooming Workshop	310	E1821305 N5652264
28a	6	Inground tanks x2 – Diesel	40	E1821282 N5652270
29	5	Inground tanks – sewage treatment	22	E1821282 N5652386
30	6	Upper explosive storage and make up	8	E1821320 N5652274
31	6	Sky Waka return station	395	E1821270 N5652101
32	6	Knoll Ridge Chalet	1155	E1821298 N5652115
33	6	Te Ware o Pakaurangi	220	E1821299 N5652061
34	6	Cinder Track Carpet lift	285	E1821303 N5652206
35	5	Delta Chairlift drive station	32	E1821144 N5652390
36	5	Delta Chairlift operators cabin	30	E1821152 N5652389
37	6	Delta Chairlift return station	20	E1821119 N5651875
38	6	Delta Chairlift return operators cabin	5	E1821152 N5652389
39	6	Knoll Ridge T Bar drive station	25	E1821174 N5652194
40	6	Knoll Ridge T Bar operators cabin	3	E1821182 N5652144
41	7	Knoll Ridge T Bar return station	8	E1821271 N5651297
42	7	Halliday Hut patrol depot	28	E1821240 N5651358
43	6	Timing Hut and Pumphouse	10	E1821377 N5652175
44	6	Valley T Bar drive station	30	E1821313 N5652210
45	6	Valley T Bar operators cabin	3	E1821354 N5652147

Table of Lease Structures and Facilities				
Figure #	Map	Infrastructure / Building Name	Footprint (m²)	Approx. Coordinates
46	7	Valley T Bar return station	18	E1821714 N5651557
47	8	West Ridge Chairlift drive station	45	E1820165 N5652627
48	8	West Ridge Chairlift operators cabin	18	E1820161 N5652620
49	8	West Ridge Chairlift return station and operators cabin	81	E1820627 N5651773
50	8	Far West T Bar drive station	21	E1820283 N5651845
51	8	Far West T Bar operators cabin	18	E1820285 N5651827
52	8	Far West Bar return station	8	E1820688 N5650997
53	Accommodation	House	Building 162 Total 413	E1819137 N5657874
54	Accommodation	House	Building 146 Total 373	E1819144 N5657925
55	Accommodation	Flats – 2 units	Building 222 Total 560	E1819158 N5657931
56	Accommodation	Cottage plus Garage	Building 280 Total 713	E1819391 N5657873
57	Accommodation	Flats – 4 units + Carports	Building 367 Total 918	E1819439 N5657824
58	Accommodation	Staff Quarters	Building 971 Total 1981	E1819559 N5657931

Appendix 2 – Whakapapa ski area Amenities area

[illegible]

Appendix 3 - He Kaupapa Rangatira (from Ngāti Tūwharetoa Deed of Settlement)

Principles of the Treaty of Waitangi and Objectives

Note these principles and objectives originate from the Tongariro Taupō Conservation Management Strategy 2002-2012, and were developed in conjunction with Ngāti Tūwharetoa in response to a Treaty claim filed by Sir Hēpi te Heuheu.

1 Kawanatanga (Article I of the Treaty)

The authority to make laws for the good order and security of the country.

Objective

- ♦ To manage the Tongariro/Taupo Conservancy in accordance with the Conservation Act 1987 and the acts listed in the first Schedule to the Conservation Act and to interpret and administer these acts so as to give effect to the principles of the Treaty of Waitangi.

Note: In the Whales Case (Ngai Tahu Maori Trust Board v The Director General of Conservation) the Court of Appeal ruled that section 4 of the Conservation Act 1987 applied to all the acts in the First Schedule of the Conservation Act 1987 to the extent that the provisions of section 4 were not inconsistent with the acts of the First Schedule.

2 Tino Rangatiratanga (Article II of the Treaty, Maori version)

The right of Maori to exercise traditional authority and control over their land, resources and taonga.

Objectives

- ♦ To recognise and actively promote the exercise by iwi of tino rangatiratanga over their land and resources and taonga of significance to them.
- ♦ To identify with iwi opportunities for them to exercise an effective degree of control over traditional resources and taonga that are administered by the department, where this is not inconsistent with the department's legislation.

Note: An effective degree of control may vary from full authority at one end of the spectrum to a right to be consulted at the other end.

3 Exclusive and Undisturbed Possession (Article II of the Treaty - English version)

The right of Maori to exclusive and undisturbed possession of their land, forests, estates and fisheries.

Objective

- ♦ To recognise, particularly when the department is exercising its advocacy function, the right of Maori to exclusive and undisturbed possession of land in Maori title, and resources and other taonga of significance to iwi.

4 Oritetanga (Article III of the Treaty, both versions)

The right of Maori and non-Maori alike to equality of treatment and the privileges and responsibilities of citizenship.

Objective

- ◆ To ensure that tangata whenua as individual citizens and taxpayers receive fair and equal access to the resources of the conservancy and the benefits offered by the department to the general public.

5 Kaitiakitanga (Duty of guardianship/custodianship/stewardship)

The right of Maori to undertake their duty of kaitiakitanga over their land and resources and taonga of significance to them.

Objectives

- ◆ To recognise and actively promote the exercise of kaitiakitanga by iwi in respect of their land including resources and taonga of significance to them and under the control of the department.
- ◆ To facilitate the exercise of kaitiakitanga by iwi in respect of traditional resources and taonga of significance to them where these are administered by the department.

6 Whakawhanaungatanga (Partnership and relationships) The Treaty provides for a partnership between Maori and the Crown, which requires the parties to afford each other reasonable co-operation and utmost good faith, in accordance with their Treaty obligations.

Objectives

- ◆ To identify with iwi the means to provide them with opportunities for partnership and participation in decision making in conservation management generally, particularly in respect of traditional land, resources and taonga administered by the department.
- ◆ To actively develop a relationship of co-operation, utmost good faith and mutual respect between the department and iwi and to reflect the importance and quality of that relationship in the culture of the department and all of its operations.

7 Tautiaki Ngangahau (Duty of active protection)

The duty of the Crown to ensure the active protection of taonga for as long as Maori so wish it.

Objective

- ◆ To actively protect the interests of iwi in respect of land, resources and taonga administered by the department or under the department's control where these are considered by iwi to be of significance to them.

8 He Here Kia Mohio (Duty to be informed)

The duty of the Crown to make informed decisions.

Objective

- ◆ To engage in regular, active and meaningful consultation with iwi in respect of the work of the conservancy.

9 Whakatika i te Mea He (Duty of redress)

The duty of the Crown to remedy past breaches of the Treaty and to prevent further breaches.

Objectives

- ◆ To avoid any action which might frustrate or prevent redress of Treaty claims.
- ◆ To actively assist the Government in the resolution of Treaty claims where these relate to the conservancy.
- ◆ To address genuinely any grievances which tangata whenua might bring to the attention of the department, formally or informally, in respect of any act or omission of the department in the administration of the conservancy.

2: DEED PLANS



Appendix 5 – Ngāti Hāua submission

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 Whakapapa Holdings Limited to operate a ski field and associated activities and works on Mount Ruapehu within the Tongariro National Park

SUBMISSIONS BY THE NGĀTI HĀUA IWI TRUST
REGARDING THE CONCESSION APPLICATION (118471-SKI)
BY WHAKAPAPA HOLDINGS LIMITED

Dated 7 February 2025

Chair and Vice-Chair of the Ngāti Hāua Iwi Trust
Graham Bell / Lois Tutemahurangi
Privacy of natural persons

Environmental Manager for the Ngāti Hāua Iwi Trust
Kuru Ketu
Privacy of natural persons



Ngāti Hāua Iwi Trust

*“Puhaina Tongariro! E rere nei Awanui,
Ko Te Wainuina tēnā, na Ruatupua i mua e”*

Tongariro erupts! The great river flows,
Tis the thirst quenching waters, belonging to Ruatupua of ancient times.

Submission

1. These submissions are filed by the Ngāti Hāua Iwi Trust (Trust) in relation to the Application for a concession, lease and license (118471-SKI) (Application) by Whakapapa Holdings Limited (Applicant). From the outset, the Trust take a neutral position with respect of the Application.
2. We are again involved in a poorly run and insufficient process related to the operation of a ski field on Ruapehu Maunga. Many of the issues the Trust has, go to the heart of the Treaty obligations held by the Department of Conservation (DoC) which continue to be side railed in the pursuit of non-DoC related functions and objectives. It is our view that DoC should be administering its functions and duties in a way consistent with section 4 of the Conservation Act 1987 (Act) and in line with the conservation purpose DoC is established under. In both this and the Pure Tūroa (PTL) concession processes, the opposite is true, and the prevailing result is an evaporated relationship between DoC and Ngāti Hāua.
3. Not only is this the antithesis of section 4 of the Act, but it is also repugnant to the relational framework established under the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Awa Tupua Act) of which DoC has and continues to play a targeted role in. We attach our previous submissions on the role and function of DoC under these legislative frameworks and consider that submission applies here in its entirety.
4. Although these issues are not fully related to the substantive matters within the Application itself, they do signal that DoC has failed to comply with specific legislative requirements and duties, which lead to the very stark reality that there are sufficient grounds to decline the Application. Such an outcome may yet be avoided and our expectation (given where we are in the process) is that we play a key role in the drafting of the concession document itself.
5. In terms of the substantive matters in the Application, we have concerns about the use of Snow-Max as part of the artificial snow making process. As we have informed DoC in relation to the PTL concession, the use of Snow-Max is opposed based on its environmental impacts, particularly to water bodies and biodiversity. We direct DoC to ensure its use is prohibited in this case as was done in the PTL context. Other matters related to term of the Application, review periods and procedures, work approvals and other required reporting (including a Ngāti Hāua Impact Assessment) – although not proper – must now be dealt with through the concession drafting process itself. Again, our position on the nature and scope of the concession document can be garnered from our feedback on the PTL concession, which was recently provided to DoC again on 13 December 2024.
6. We are committed to engaging further with the Applicant but, also wish to speak to our submission at any hearings held for this kaupapa.

Dated 7 February 2025

Privacy of natural persons

Ngāti Hāua Iwi Trust

Appendix 6 - Treaty partner responses tables

Appendix 6a - Common themes table

Concern	Explanation	Department comment
Ability to suspend the concession (i.e. Rahui)	<p>The ability to impose suspensions on the concession activity when culturally appropriate.</p> <p>(ie when a Rahui is necessary, or the concessionaires conduct has been culturally inappropriate)</p>	<p>The Department does not consider it appropriate to include a specific condition that permits the Minister to instruct the concessionaire cease some or all of its operations on the ski field under a rahui. The concession is recommended to include a standard condition (included in all lease and licence concessions) that allows the Grantor to suspend the concession if required due to the effects of the activity, including cultural effects (noting that the applicant has raised concern about the suspension condition; this will be discussed with the applicant prior to you making your decision, but the Department's position is we should retain the ability to suspend the concession if required). This condition will in effect leave the door open for the Department to consider whether to temporarily suspend WHL's activities, or parts thereof, in response to Treaty partner requests to enforce a rahui. This approach is consistent with the approach taken in almost all concessions, with the exception of the Tongariro Alpine Crossing concessions that include a specific condition related to rahui.</p> <p>The Department's preference is not to suspend the concession to enforce a rahui and will encourage the concessionaire to work with directly iwi and hapū in the first instance to agree a way forward if Treaty Partners consider a rahui is appropriate.</p>

Exception consideration given to permissions process	<p>There is a strong view that the concession should be developed in true partnership with them, and they should have the ability to input/write the concession conditions.</p> <p>Ngāti Hāua note that iwi and hapu are not adequately resourced to contribute to the process and many need to fit it in amongst their day jobs.</p>	Timeframes were adjusted, and the Department has sought to engage with Treaty partners in a way which works for them. Treaty partners have been provided the opportunity to comment and input right up until the time the decision is made, including commenting on proposed conditions.
Mana whenua staff resourced by Concessionaire	Iwi would like to see staff employed by the Concessionaire and reporting to PSGE's for the purpose of monitoring environmental and cultural impact of the concession activity.	There are risks with requiring this within a concession condition. It is recommended instead that the Department contracts mana whenua to assist with cultural monitoring as appropriate. It is also worth noting that in relation to the ski field concession, the Department will consult with iwi/hapū prior to determining the suitable cultural monitoring plan. The Department further notes that the Concessionaire and mana whenua groups can enter into contracts or other arrangements outside of this concession.
Term	The term must be less than 10 years, with suitable and regular review periods. A short term allows for a pre-emptive approach to Kahui Maunga negotiations to progress.	The Applicant has requested a 10-year term with a review after five years. This is broadly consistent with the request of Iwi. The Treaty Settlement process is outside the control of the Department, but significant progress is expected over the next 10 years. See the term section in the report for further discussion.
Investment in infrastructure	The Applicant should make contributions to improve the infrastructure of the amenity area (public roads, wastewater etc)	Community contribution requirements exist for the ski field (and accommodation) to allow ongoing payments in respect of services or infrastructure provided by the Department. This includes wastewater infrastructure and other facilities or services which

		the concessionaire benefits from. In addition, the concessionaire is expected to maintain some portions of the volcanic hazard alert system and to contribute to the costs of the network.
Environmental impacts	<p>The application needs to include an updated Environmental Impact Assessment.</p> <p>Note the application included an updated environmental impact assessment which differs to the PTL application.</p>	Although the environmental impacts are not expected to result in significant degradation, there is a deficiency in knowledge of baseline environmental impacts. A condition has been recommended for a baseline environmental survey. The Department can also elect to undertake environmental monitoring or require the concessionaire to do so and furnish the Department with the results.
Signed partnership agreements between iwi and concessionaire	Treaty partners have regularly requested Cultural Impact Assessments and/or relationship agreements with each individual iwi or hapu.	The Application includes a cultural impact assessment from Ngāti Hikairo but not from any of the other iwi or hapu. The Applicant states they are open to on-going discussions with each iwi/hapu group and anticipates focusing the time before the five-year review to work through those processes. The outcomes of new relationship agreements or CIA's will inform the next five years and any future concession applications. The applicant has indicated they wish to revive the Te Pae Maunga agreement model they have had in the past with local Iwi. Although not appropriate to include in a concession, the Department will encourage the Applicant to build relationships with all iwi and hapu which may include cultural impact assessments or individual/collective relationship agreements.
Filming	Filming should be reserved for one off concessions and not granted under the main concession. Treaty	Nga Tangata Tiaki protections exist for Te Awa Tupua in regard to filming, permission must be

	partners have concerns over filming of the peaks for cultural reasons.	granted by Nga Tangata Tiaki and relevant iwi and hapu. Filming will be recommended, provided conditions are met regarding cultural values on a case-by-case basis. Filming from drones for advertising purposes will not be recommended.
Consistency with Principles of Te Tiriti and He Kaupapa Rangatira	The principles of The Treaty of Waitangi and section 4.1.2 of the National Park Management Plan should be given effect within the concession. Treaty partners believe the application is not consistent with these principles.	This report shows how the principles of Te Tiriti and He Kaupapa Rangatira have been considered.
Monitoring undertaken in partnership with DOC and Iwi/Hapu	Cultural, Environmental, and Concession Activity Monitoring should be undertaken collaboratively between the Grantor and Mana Whenua when evaluating performance of the concessionaire.	The PTL concession addressed this issue by seeking feedback from iwi on how monitoring will be performed and who will do it. It's been recommended that a similar approach is taken with the WHL concession.
Aircraft use and noise pollution	Drone use is preferable to helicopters to reduce noise impact on the landscape	Aircraft use can only be undertaken for essential ski field management or other limited activities. A suite of special conditions are recommended, including drones to be used as a preference where possible and to notify the Department when aircraft use is going to occur.

Appendix 6b - Ngāti Hikairo comments and concerns

2024 Ngāti Hikairo expectations for Whakapapa Ski field concession

Request	Explanation	Department comment
1. Term	<p>The original desire of WHL to seek a longer-term concession to ensure return on their capital investment is not supported by Ngāti Hikairo.</p> <ul style="list-style-type: none"> • The RAL situation showed us that a long term (60 year) concession is no longer a defence to protecting their Investment after “falling over” in year 7 following COVID restrictions and weather patterns that were not in their favour. • Support a 5 plus 5 year term. • With the ever-changing climate situation, we should not be committing to a longer period that we can foresee 	<p>The Applicant has applied for a 10-year term, with a review after five years, similar to the request by Ngāti Hikairo.</p> <p>Treaty settlement of the Tongariro National Park is expected to occur within the next 10 years.</p> <p>The Department has no concerns with this term structure.</p>
2. Protection and management of natural environment within the ski field	<p>To ensure the that the activities conducted within the ski field are consistent with the values of Ngāti Hikairo and that cultural and environmental care of the Ruapehu Ski Area are upheld.</p> <p>Ensure that any future indicative plan (Ski Area Plan) needs Ngāti Hikairo endorsement and not just a mere consultative process.</p>	<p>The Applicant purposefully has not drafted an indicative development plan as they intend to use the first part of their term to discuss aspirations with Treaty Partners. The Department notes an indicative development plan is a requirement and will recommend one is drafted within 4.5 years.</p> <p>Treaty partners will be given opportunities to contribute to the draft version.</p> <p>The Department cannot require that the Indicative Development Plan is endorsed by iwi and hapū,</p>

		but will expect that the Applicant engages with iwi and hapū in the development of the Plan. Any works as a result of the plan will also require approval from the Minister, and the Department will engage with iwi and hapū through that process.
3. Impact of activities and infrastructure within the tuku area	<p>No additional infrastructural works will be supported by Ngāti Hikairo within the “tuku area”. For clarity, this is the 1.5 mile radius from Paretetaiunga and not the 2,300 mt contour line.</p> <ul style="list-style-type: none"> • Any upgrades/ maintenance are fine with a “like, for like” in regards to replacement, but it needs not expand upon the existing footprint. (i.e. can replace a T-Bar for a T-Bar but will not support a T-Bar being replaced by a Chairlift). 	The Applicant has not applied for any new infrastructure as part of the application.
4. Sections of the TNMP including He Kaupapa Rangatira	Ngāti Hikairo wish to see the He Kaupapa Rangatira section of the TNMP, and the intent of the principles within upheld and given effect to.	The framework of <i>He Kaupapa Rangatira</i> as set out in the CMS and TNMP has been considered as part of this report.
<p>5. Protection of maunga</p> <p>(To ensure that a high degree of compliance is obtained in regard to the duty of care that should be afforded by the concessionaire, in the protection of the maunga)</p>	<p>Concessionaire needs to resource an Iwi Environmental role to ensure compliance with the concession and that cultural and environmental levels are being met.</p> <p>This is crucial for ensuring compliance with both the concession agreement and the cultural and environmental standards set by Ngāti Hikairo. This</p>	Iwi environmental role – The Department cannot require the applicant to employ or resource an iwi Environmental role. Instead, the Department is recommending monitoring conditions that can accommodate iwi/hapū as contractors. This work would be cost recovered from the Applicant.

	role can help in monitoring and upholding the agreed-upon cultural and environmental levels.	
6. Safety	Ensure that a high level of Safety is adhered to and promoted by the concessionaire. This includes compliance around Volcanic Alert Levels, severe weather conditions, adequate facilities, carrying capacity.	<p>The Department agrees safety is a critical part of an application to be able to be approved. There are special conditions covering all these safety matters.</p> <p>An audited safety plan will be required. DOC is not a safety agency so cannot assess the quality of the safety plan.</p>
7. Exit strategy of Club Lodges	That a strategy be developed within the next 2 years to ensure that the exit of lodges at Iwikau village are planned for and that there are no concession rights to extend once current concession expires. This will ensure that lodges are well aware of the responsibility and resourcing needed to dismantle lodges at Iwikau village.	Club licences are authorised separately and is not part of this application. This needs to be a separate discussion with Club concessionaires.
8. Make Good provisions	That any redundant infrastructure is removed from the maunga and that any future Ski Area Plan also includes timelines and/or penalties of removal of replaced facilities. These measures will help maintain the environmental integrity of the area.	The Applicant will be responsible for removing any surplus infrastructure and to make good the land for any upgrades (if any are approved) which occur during the term. Cabinet has agreed for the Crown to be responsible for the removal of any infrastructure currently identified as redundant or RAL assets which exist at the end of the term.
9: Traditional Protection Mechanisms:	Acknowledging the rights of Ngāti Hikairo to enact traditional protection mechanisms, such as a rahui, in response to breaches, fatalities, or avoidable incidents, serves	The Department does not recommend for rahui to be included in the concession, see discussion in the Common themes table above.

	<p>as an additional layer of protection for the maunga. This provides a mechanism for cultural oversight and protection during critical situations.</p> <p>This may include a rahui on any given date or period that Ngāti Hikairo see fit.</p>	
10. Carrying Capacity and Snow Gun Management:	<p>Carrying capacity Reassessing daily carrying capacity numbers and ensuring they are not exceeded.</p> <p>Snow gun management: implementing measures to ensure that snow guns are appropriately managed, including proper recolouring, covering, and takedown when not in use, are essential steps for maintaining environmental and safety standards.</p>	<p>Carrying capacity limits of infrastructure are set out in the TNPMP (6500 skiers per day). Note the limit in the TNPMP is for skiers and snowboarders) only and does not include sightseers. This is discussed further in the report. It is noted the car-parking provides a natural restriction on the daily numbers of people at the ski area.</p> <p>Snow Gun Management - Special conditions have been included to require snow guns be re-located when not in use outside of the ski season. Where snow guns are fixed, special conditions are included requiring camouflage in summer months.</p>
11. Infrastructure Contribution:	<p>The commitment of the concessionaire to contribute to the upgrades of roading and 3 waters infrastructure further demonstrates a shared responsibility for the sustainable development and maintenance of the area</p>	<p>The Applicant will be required to contribute to infrastructure with community contribution charges for both the Iwikau village and Whakapapa village. Additional contributions may be required for capital projects and the ability to charge for these are added into the concession. Note that Bruce Road is considered National Park and is managed by the Department.</p>

March 2025 Ngāti Hikairo comments on the Whakapapa Ski field concession application

Request	Explanation	Department comment
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Settlement	The concession must not interfere or prejudice the ongoing negotiations of the impending Treaty Claim for the National Park.	Negotiations are at an early stage and have been considered in the report. Should the settlement occur within the term of this concession and result in an amendment to or a new conservation management strategy or TNPMP, the concessionaire must act in accordance with those changes (s 17W Conservation Act). This requirement is also included as a standard condition of every concession document. The review at 5 years also provides an opportunity for changes being made to concession conditions
Lease/licence	The concession cannot be assigned, transferred, subleased or sold.	If and assignment or sublease are requested in the future they will be subject to an approval process which will include engagement with iwi/hapu.
Health and Safety	WHL must ensure health and safety obligations are complied with and be prioritised. This includes infrastructure investment, emergency preparedness, ongoing safety audits, visitor education.	An audited safety plan will be required as part of any concession granted. As the Department are not safety experts, this will need to be audited by an independent approved auditor.
Suspension of concession	Breaches, especially involving safety issues are concerning, and can have serious consequences.	Regular monitoring will be required as part of the concession. Suspension may be undertaken for serious breaches as set out in Schedule 2, clause 18.
Storage of Equipment	Unused equipment should be stored off-site, rather than in car parks for safety, impact, efficiency and traffic congestion reasons.	Moveable snow guns are recommended to be removed to the carpark when not in use. See above table for further discussion.
Avalanche control	There should be a clear notification process when explosives are used.	This is expected to be included as part of the Applicant's safety plan.
Maintenance of utilities	Ngāti Hikairo advocate for mandatory, documented maintenance schedules that WHL must follow, including for sewage and water	Maintenance will be required through many of the proposed standard and special conditions. The level of detail requested by Ngāti Hikairo as not considered

	systems, building and plant inspections, and emergency maintenance protocols.	appropriate to include in a concession and are best worked through at an operational level.
Search and rescue dogs	The presence of dogs must be strictly limited to emergencies and official training exercises.	Special conditions are included to restrict the use of dogs to emergencies and official training exercises.
Marketing	The use of imagery and marketing tactics must be monitored.	Conditions have been included to ensure cultural values are considered for marketing material.
Snomax	There is no information on Snomax and they therefore cannot ascertain its effects.	The Department considers at this time that there is no clear evidence to demonstrate Snomax has caused environmental harm. It has been used at Whakapapa for 35 years and also in the South Island ski fields. It is proposed that its use is allowed for, provided it is monitored and does not result in any adverse effects.
Availability of toilet facilities	The public (not just customers) must have free and unrestricted access to toilets at all times.	Toilets and cafes must be open to the public during operational hours and the Iwikau Shelter open 24 hours.

Appendix 6c - Ngāti Rangi comments and concerns

Concern	Explanation	Department comment
1. Storage of diesel fuel	Ski field operators do not have a good reputation when it comes to safe storage of fuel. The WHL concession will allow storage of 52m ³ of diesel. This is more than the spill that contaminated the Mākōtuku River. Allowing storage of such a large amount appears to invite a disaster. Even without human error as a factor, placing diesel tanks on an active volcano with potential for damage from eruptions and avalanches is a risk. We therefore oppose storage of diesel fuel on site in such large amounts. We would ask that a review of this be explored to work on a suitable amount.	Diesel storage has halved over recent years to 53m ³ . It is recognised this is still high. The tanks are double skinned and re-fuelling will only occur at specified locations where appropriate controls are in place. The Department is comfortable with these controls.
2. Snow making	If Whakapapa Holdings Ltd want to use Snowmax the burden of proof is on them to prove it is safe, not on us to prove it is harmful. Snowmaking generally, even without additives such as Snomax could have adverse effects on the environment, due to the artificial snow having poorer insulation capabilities and lower oxygen levels under the snow. There should be a baseline survey of vegetation at the lower altitudes where artificial snow will be	The Department is proposing that Snomax is allowed for. See Ngāti Hikairo table above and report for further discussion.

	used. This is to be monitored again at the end of the concession period to determine any damage. Artificial snow should be water only, not Snomax. The snowmaking machines should be regularly inspected for cleanliness to ensure no bacterial contamination.	
3. Filming within the ski field	Filming will be done for commercial purposes, including videos on social media platforms like Youtube and Tiktok. Providing the company restrict their footage to skiers, and the ski field area there should be no problem with this. We are confident that our whanaunga of Ngāti Hikairo and Ngāti Hāua will guide the applicant around this matter and wish to ensure that WHL make contact with our whanaunga iwi during the application process and after the process.	The Department has suggested special conditions to ensure cultural values are considered for marketing material.
4. Aircraft use	Use of aircraft includes dropping off heli-hikers. Whakapapa Holdings Ltd have not agreed to consult with iwi to ensure any cultural interpretation provided to visitors is accurate. The application for aircraft activities includes no plans to educate staff and clients on the need to respect other visitors, and no plans to remove rubbish.	The application does not include heli-hikers. This is contrary to the TNPMP, as it is not an essential management activity.
5. Alcohol, tobacco and vapes	Sections 4.10 and 4.11 of the Cheal report mention retail activities and events. No mention is made of whether	The Department has no concerns with selling alcohol within licenced premises, provided the conditions of the

	<p>alcohol tobacco or vapes will be sold, advertised or used. There is no mention of where the licenced premises will be, or the conditions of the license. Our Taiao Management Plan prohibits the use of smoking or vapes on the maunga. We would prefer no alcohol be consumed on the maunga. At the very least, alcohol needs to be restricted to already licensed areas and should not be advertised.</p>	<p>licencing are met. The Department agrees that cigarettes or vapes should not be sold. Restricting the use of smoking or vaping throughout the licence area will be difficult to enforce and not all users of the area will be paying customers. This is not considered feasible.</p>
<p>6. Ecological effects</p>	<p>RAL and PTL have a poor track record when it comes to environmental protection. A lot of rubbish is left behind by visitors, but there are also significant quantities from RAL and PTL contractors, especially at the top of the Movenpick chair. A solution would be for all prospective staff working outdoors to undergo an environmental awareness course. This would include a field trip to natural soaks, so they can gain an appreciation of the natural environment and how it can be easily damaged by careless practices. This could be combined with cultural inductions. There should also be a requirement for management to have at least a certificate in environmental management or be working towards one. SIT provides one over distance learning. Page 39 of the Cheal report suggests mitigation strategies. These include regular rubbish</p>	<p>The Department has recommended special conditions for litter/rubbish management.</p> <p>Environmental and cultural inductions cannot be included in a concession as it cannot bind Treaty Partners. This will need to be something which is agreed between Ngāti Rangi and the Applicant.</p> <p>The Department is strongly recommending the Applicant pursue a relationship agreement with the respective Iwi between partners and the concessionaire. The outcome of any cultural impact assessment or relationship agreements will be considered as part of the 5-year review.</p> <p>Environmental monitoring will occur as provided for in standard conditions. Cultural monitoring is proposed to be designed in partnership with Treaty partners.</p>

	pickups and restoration of vegetation. These sound good in theory, but we need to ensure they are put in place. We will leave this with our whanaunga iwi to monitor this on our behalf.	
7. Costs of consultation	As mentioned on p. 14 of the policy assessment, the Tongariro National Park Management Plan requires concessionaires to meet the costs of consultation.	This is a matter outside this concession application. The Treaty partner and Applicant will need to resolve this themselves. The Department can cost recover the time it spends undertaking consultation, which may include Treaty partner remuneration (as a consultation cost).
8. Planning creep	The applicant emphasizes that they are not building any new infrastructure. However, where there are compliance or safety issues, works are approved. This can lead to planning creep where the footprint is increased by stealth. To guard against this, for every works approval there must also be a requirement to remove an equivalent redundant structure. In keeping with the Taiao Management Plan requirement for the environment to be in a better state after development, there should be a net reduction in the footprint. WHL should remove any RAL infrastructure they are not using, over an agreed time frame. This would mitigate against any planning creep.	No new infrastructure is considered as part of this application. For any future application, views of iwi/hapu will be sought. The Crown has previously agreed to accept responsibility for redundant infrastructure.
9. Oil leaks from the carpark.	This is mentioned in the Assessment of Environmental Effects. To guard against this, there needs to be regular testing of	This can be included in the baseline monitoring survey.

	nearby watercourses for hydrocarbons.	
10. Effects of the increase in visitors	By encouraging summer activities the applicant is causing an increase of visitors at a time when the tracks do not have a protective snow layer. As Singers points out in the AEE, this may damage the vegetation, including the threatened pinatoro species. Visitors need to be encouraged to stick to the track.	Walking tracks cannot be created by the Applicant (only by the Department) and are therefore not able to be approved as part of this application. Walking tracks may require a plan change before they are approved. Any development will follow an indicative development plan which will require Departmental approval.
11. Te Wai-a-Moe.	Increased visitors to the top of the Sky Gondola will mean more visitors to Te Wai-a-Moe. The Taiao Management Plan describes this as sacred, and access should be restricted to scientific or cultural purposes. This is in accordance with the Ngāti Rangi Deed of Settlement legislation in which Ngā Toka Tupua and Ngā Mana Tupua are recognised and provided for to ensure our kawa, tikanga and ritenga are upheld.	There may be additional walkers to Te Wai-a-Moe but they will be independent and outside the scope of this concession.
12. Partnership with combined iwi groups	Page 33 of the Cheal report recommends partnership with iwi at governance level.	The Department cannot require partnership at a governance level to occur but will strongly recommend this to the Applicant. As this is identified by the Applicant, it is assumed it will be worked through if a concession is granted.
13. Allow cultural and environmental monitoring.	Cultural and environmental monitors would ensure that there is regular rubbish clean up, that the peaks are not filmed or interfered with, that visitors keep to the track, that Snomax is not used, that sensitive	It is recommended that the Department contracts mana whenua to assist with cultural monitoring as appropriate. Filming the peaks, the use of SnoMax, sensitive ecosystem protections are discussed

	ecosystems are protected, that information to visitors is correct and respectful, and that waterways are tested for hydrocarbons and other relevant contaminants. Allowing monitors is a point of contention with PTL. It is something we insist on with Whakapapa Holdings Ltd.	throughout the Treaty Partner tables in Appendix 6.
14. Revegetation	Revegetation is described in the Cheal report. Any concession must include a specific SMART plan on revegetation.	Revegetation will be managed through works approvals when works are being undertaken.



Appendix 6d - Ngāti Hāua comments and concerns

Feedback by Ngāti Hāua Iwi Trust	Department's actions in response	Reflected in these documents
Concerns about the use of <i>Snomax</i> ® as part of the artificial snowmaking process. There needs to be precautionary approach taken.	The effects of <i>Snomax</i> ® will be monitored to determine whether there are any adverse effects in this specific location. This could either be through monitoring conditions of the lease and licence or a separate research and collection permit where the Applicant funds the research. If these studies show adverse effects, the use of <i>Snomax</i> ® or other addition should not be continued. The Department recommends allowing the use of <i>Snomax</i> ® and ensuring there are robust monitoring to determine the effects. The Applicant must request approval if they want to use other additives.	<i>Appendix 6a Schedule 3 Special conditions</i> 52. The Concessionaire may use <i>Snomax</i> ® for the purposes of snowmaking. It must obtain the Grantor's prior approval for use of any other snowmaking products or additives. If any research or monitoring results show the use of <i>Snomax</i> ® or other additives cause adverse effects to the waterway within or below the Whakapapa ski field, the Grantor may prevent its use.
Request for Ngāti Hāua Cultural Impact Assessment (CIA)	The Application includes a CIA from Ngāti Hikairo but not from any of the other Iwi. WHL have advised in their application that they been consulting with Ngāti Tuwharetoa, Ngāti Rangī, Ngāti Hāua and Uenuku regarding the Whakapapa licence application since early 2023. A cultural impact assessment report has been included with the application written and supported by Ngāti Hikairo ki Tongariro built on from previous strong relationships with the previous entity RAL and the then CEO of RAL. The Applicant states they are open to on-going discussions with each iwi/hapu group and anticipates focusing the time before the five-year review to work through those processes. The outcomes of new relationship agreements or CIA's will inform the next five years and any future. The applicant has indicated they wish to	<i>Appendix 6a Schedule 3 Special conditions</i> 89. When undertaking the Year 5 Review, the Grantor will consider: (c). Any Cultural Impact Assessment and any results from cultural monitoring

	revive the Te Pae Maunga agreement model they have had in the past with local Iwi.	
Section 4 obligations across the entire process need to be met	<p>The principles of The Treaty of Waitangi and section 4.1.2 of the National Park Management Plan have been considered in the Report and in the development of conditions within the concession.</p> <p>Engagement with Treaty Partners began for this process prior to the application being received in late October, and this engagement has continued right through the process.</p> <p>The Department contacted Treaty Partners in advance of the application being received and sought to work with Treaty Partners in a way which works for them outside the formal submissions process. This is set out in the table of engagement.</p> <p>It is important to recognise the WHL application is for 10 years only, due in part to the Applicant's recognition of Treaty partner concerns and aspirations.</p> <p>However, not all requests are appropriate. E.g. concession conditions on this application cannot bind Treaty Partners who are not a party to the concession and, therefore, cannot require that iwi and WHL enter into relationship agreements.</p>	<p>The Department's response to engagement and submissions is summarised in this report.</p> <p>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 Whakapapa Ski Area.</p>
Concerns about Te Awa Tupua Act that should be taken into consideration	The Department acknowledges that Te Awa Tupua and He Kaupapa Rangatira provide for the Department to engage in direct and meaningful conversations with hapū and Iwi regarding the making of decisions pertaining to the tāonga over which these arrangements exist. The Report addresses the statutory requirements.	<p>Treaty Settlement</p> <p>Nga Tangata Tiaki protections exist for Te Awa Tupua in regards to filming, permission must be granted by Nga Tangata Tiaki.</p> <p>Treaty settlement negotiations have resulted in the settlement of claims for:</p>

	<p>In particular, there are obligations within the proposed concession document to protect the environmental and cultural values including: encouraging WHL to build relationships with iwi and to establish relationships with iwi and hapū. This may include a Cultural Impact Assessment or individual/collective relationship agreements. Any Cultural Impact Assessment or relationship agreements will feed into the year five review. The Department is also proposing a Cultural Monitoring Plan with the ability to contract this out to Treaty partners, and an Environmental Plan. In addition, there are proposed 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.</p> <p>The Department recognises Te Awa Tupua is an indivisible and living whole and that Whakapapa 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.</p>	<p>a). <i>the Whanganui River / Te Awa Tupua Act 2017</i> (which is engaged through tributaries of Te Awa Tupua falling within the footprint of the application area. Key settlement obligations relating to Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Pou Tupua Act) are discussed in further detail below.</p> <p>b). Treaty settlement negotiations have resulted in the settlement of claims for the Whanganui River / Te Awa Tupua (which is engaged through tributaries of Te Awa Tupua falling within the footprint of the application area), Ngāti Tūwharetoa, and Ngāti Rangī. Negotiations with Ngāti Hāua and Te Korowai o Wainuiārua are awaiting ratification (signing expected May 2025), with the third reading being passed in March 2025.</p> <p>Key settlement obligations relating to the application include He Kaupapa Rangatira and Te Awa Tupua (Whanganui River Claims Settlement) Act 2017 (Te Pou Tupua Act) (He Kaupapa Rangatira is included in Appendix 3).</p>
Tourism should not be rationalised, purpose is conservation. The environment must be put first	There are well known, positive recreational effects created through the ski field. It attracts over 130,000 day visitors during the winter season to the Park and facilitates their enjoyment. The Sky Waka has allowed an increasing number of people to visit who	<i>Tongariro National Park Management Plan Policy 5.1.2</i>

<p>and this is especially important when the taonga (Mt Ruapehu) is experiencing degradation.</p>	<p>do not ski or snowboard. Many submitters support the application as fostering recreation and public enjoyment of the maunga, both for skiing and non-skiing recreational activities. This is consistent with policy 5.1.2 of the TNPM. The Senior Visitor Advisor 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.</p> <p>Protecting Te Wai-a-Moe</p> <p>This could be done either by a blanket ban on tourism to the peaks, or by requiring cultural monitors to accompany tour groups. The latter will allow visitors to be educated regarding respect for the sacred sites. Given that a ban may be hard to enforce, regulating the activity may be preferable to banning it.</p> <p>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. One of the concerns was:</p> <p>b). The extent to which the cultural values of the Park are given prominence and the level of involvement by the local Māori people.</p> <p>Ski field infrastructure was present on the mountain when World Heritage Status was conferred in 1993. However, at that time, both IUCN and the International Council on Monuments and Sites raised concerns at that time about the possible expansion of</p>	<p><i>Ruapehu Destination Management Plan (Tahia Ko Puanga)</i></p> <p>The Ruapehu Destination Management Plan (Tahia Ko Puanga) is a relevant document for the Decision maker to consider. This document was noted by the Senior Visitor Advisor (along with a submission by Visit Ruapehu - a local promotion organisation who prepared this plan in consultation with the Department). This plan has a focus on tourism and economic benefit but also sees all matters as intrinsically linked and puts the environment at the centre of its outcomes. While not a direct matter for the Decision Maker to consider, their view is the application is aligned with the Ruapehu Destination Management Plan and general recreational and tourism strategies within it.</p>
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	<p>infrastructure into the most sensitive summit areas of Mount Ruapehu. The IUCN believed these issues were resolved by the then new management plan with constraints being places on ski within specific zones. The current TNPMP contains similar restrictions and 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 current TNPMP.</p>	
<p>Expectations of iwi to be continuously involved during <i>and</i> after the process of the concession.</p>	<p>In addition to appropriate conditions to address and mitigate concerns and to reasonably protect the Article 2 Treaty interests, it is important to understand and recognise that Treaty settlement negotiations in relation to the Park are at their very early stages. It is therefore important to recognise the WHL 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 beyond that date would require a fresh application. In contrast, the current RAL concession, including extensions, has an end date of 30 April 2076. The WHL application has a significantly shorter term, by approximately 41 years. It is considered that such a shortened term gives a greater protection to Treaty partner interests, including the future Park negotiations as compared with the status quo.</p> <p>The Department is recommending that specific mitigation measures are included in this concession to address some of the concerns raised by iwi and hapū.</p>	<p><i>Recommend Operating Conditions</i></p> <p>It is noted that Treaty partners have requested to be involved with monitoring any concession from an environmental and cultural perspective. 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. For this application, the Department recommends a special condition requiring the applicant create an environmental monitoring plan within 12 months of the concession start date. This plan will cover the measures undertaken to protect sensitive areas.</p>
<p>Comments on Settlement information and engagement from draft report received 4 April 2025</p>	<p>Comments received included wording suggestions, some corrections to settlement information. There were concerns with the wording used to discuss Te Awa Tupua Act 2017, statements around compliance with Te Awa Tupua and engagement. They</p>	<p>The Ngāti Hāua submission has been included in full as appendix 5 to prevent an inaccurate summary.</p>

	stated the summary of the Ngāti Hāua submission was overly simple	
Comments on specific matters from draft report received 4 April 2025	Specific concerns were received around events, opposing non-snow sport events, carrying capacity, rāhui, sno-max.	These are all discussed in the tables in Appendix 6, except events. Most snow-sport events are recommended to be declined, except where they are undertaken within the café areas and other conditions are met.

** based on Ngāti Hāua's written submission as well as their verbal submission during the hearing.*



Appendix 6e - Whanganui River Iwi Collective comments and concerns

Feedback by Whanganui River collective	Department's actions in response
Recognition of <i>He Kaupapa Rangatira</i> without any active implementation or response—despite its foundation in a Tribunal claim from the early 2000s.	This is addressed in the report, and has been amended since the original draft was provided to iwi/hapu.
Proposed leases providing exclusive occupation over easements areas.	The pump-shed has been included as a lease not as an easement. This has been determined to be the best mechanism for authorisation due to the size of the structure. Exclusive use has been considered and will only be approved where it is required and meets the criteria set out in the Conservation Act. This is discussed more fully in the report.
No accountability placed on the ski company for infrastructure it may abandon or neglect over the life of the concession.	The Department will be responsible for any existing infrastructure, as agreed by Cabinet. The Applicant will be responsible for maintaining the structures during the term of the concession and removing infrastructure if any upgrades occur.
A proposed 10-year term, exceeding the 5-year term preferred by some iwi.	The options for term length are addressed in the report. The Department understood the term to be broadly consistent with the views of iwi/hapu. The review after five years will allow the Grantor to consider a range of factors including any cultural impact assessments and adverse effects and may choose to make changes to the concession. In this way, the effects of the concession.
Provision to sublease to third parties (e.g. food, ski hire) without clear oversight.	Sub-leases will be subject to an additional approval process and cannot occur without the Grantors consent (clause 8.1 standard condition).
No overarching vision or strategic direction provided for the concession period.	This has been updated and included in report. The Applicant has not provided an overarching vision as this stage as their intention is to develop this with iwi and hapu over the next five years.
No indicative development plan, as required by the TNPMP.	Section 5.2.2 of the TNPMP requires the Applicant to prepare an Indicative Development Plan, not have one in operation. The Applicant has advised they do have any immediate development plans as they would like to develop relationships with Iwi and hapu first but that they do intend on creating an indicative development plan in the future. The Applicant has advised an Indicative Development Plan will be created before any major developments are proposed. The Department is comfortable with this approach and has recommended an Indicative Development Plan by 4.5 years before the five year review.
Unclear approvals process for new works.	If there is a change to any footprints, the Applicant will need to apply for a variation to the concession. In addition and also for

	lessor works, a works approval (minor or major) will be required. Iwi and hapu will be engaged on all these processes.
No requirement for maintenance or improvement to match TNPMP standards. External regulatory frameworks are referenced but not identified.	Will be addressed through the life of the concession. Multiple clauses covering maintenance and improvement are included in the draft lease/licence. The report shows the Department considers the application is consistent with the relevant TNPMP standards.
Post-failure clean-up costs fall solely on the Crown, with no guarantees of funding security.	This is a decision which has been agreed by Cabinet.
"Holding pattern" approach to Whakapapa Village accommodation, especially problematic given WHL's financial intentions.	The Applicant has applied for a lease of six accommodation houses in the Whakapapa Village. This is what is currently under consideration. The wider Whakapapa Village accommodation is outside the scope of this application and will be worked through separately.
No consideration of the sewage scheme's capacity to handle waste from the maunga, as a matter for evaluating effects.	The Operations team advise the capacity of the sewage scheme will become a problem in the future, as it becomes more expensive to undertake required upgrades. This is for the Department to manage. The Applicant has committed to also contributing fairly to required community contributions. These contributions are provided for under Schedule 1, item 8 of the lease/licence concession. The specific agreements are made outside the concession process.
Exclusive car parking rights that contravene the statutory planning framework.	The Applicant has requested a licence for carparking areas. Any member of the public can access any of the carparking, provided the Department has not closed the Bruce Road. Their platinum ticketing does allow them to restrict access to the platinum carpark along with other privileges. Any member of the public is able to purchase a platinum ticket to access the carpark.
Delay in development of ecological and cultural management plans, when these should inform the concession, not follow it.	The Applicant provided an up-to-date ecological plan which has been assessed and endorsed by the Department. However, the Department recommends a baseline survey be undertaken and repeated at specific intervals as this has never been undertaken. Cultural Management Plans have not been required for this application due to the compressed timeframe available to make a decision. Cultural management plans and impact assessments are one way for the Department to ascertain the views of Treaty partners. Engagement is another method. The Department has undertaken engagement with all relevant iwi/hapu and understands their views where these have been provided. The Applicant has committed to furthering the relationship with the Treaty Partners over the next five years, recognising relationships take time to develop and these outcomes will be built into the five year review.
No clear performance benchmarks or monitoring measures.	Cultural monitoring is required to be implemented within 12 months of the commencement of the concession. What this looks like will be determined and may be undertaken with iwi/hapu.

	Environmental monitoring is provided for as a standard condition. It is expected the benchmarks for this will be determined if the concession is approved.
Significant amounts of abandoned infrastructure (e.g. in-ground diesel tanks) remain unresolved.	Decision made by Cabinet. The abandoned infrastructure will become the responsibility of DOC and resolved outside this concession process.
Lack of clarity on cost recovery for iwi/hapū engagement and participation.	This is a wider Departmental topic. The Department's standard policy is for no remuneration for engagement in core processes. Monitoring to be addressed through monitoring provisions which will provide for iwi/hapu involvement.
False assumption that the existing concession would automatically prevail if the new one is declined, despite the poor state of the existing concession.	The existing Ruapehu Alpine Lifts Limited concession remains active until it is surrendered or terminated. Neither of these has occurred.
Lack of clear mechanisms to protect Māori rights and interests during ski field operations (e.g. rāhui, environmental impact responses).	The Department is not recommending the inclusion of a rahui clause. See the Treaty partner common themes table above and discussion in the report.
No evidence of DOC proposing conditions to WHL that would support Māori rights and interests.	The Department has incorporated these where possible as discussed in the report.
Endorsement of chemical additives for snow-making, directly contrary to iwi and environmental concerns.	Snow making is recommended as it is an essential part of a ski area operation. The views of iwi/hapu have been fully incorporated into the report to allow the Decision-maker to make an informed decision.
Weak analysis of compliance mechanisms (e.g. bonds).	The Grantor has discretion to determine whether a bond is required. The Department recommends that as the Applicant is not seeking permission to add or modify any structures, no bond is required at this stage.
Decision recommendations that conflict with the current management plan.	This has been fully addressed in the report. The Department is of the view that the application is consistent with the relevant statutory planning documents, provided the terms, conditions and exclusions are imposed.
Inadequate treatment of climate issues. The key issue, whether the ski areas remain viable at all, is dodged. The solution proposed is to shift operations further up the maunga and rely on artificial snow.	The Department is comfortable with the Applicant's assertions on climate change. The Applicant has stated they have no intention to shift operations further up the maunga. They state the effects of climate change have been considered and the effects of snowmaking and snow management will mitigate the effects of climate change. This has been addressed in the reports.

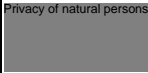
All parties but especially Patutokotoko request for a one year term similar to the existing RAL concession, or to allow a condition to commit to work with iwi and hapu collectively to deliver a concession document for the 2026 ski season (or the concession will be terminated)	Neither of these are recommended for this concession. An application has been received by WHL and this application needs to be considered and recommendations made based on this. The existing RAL concession does not currently follow Department best-practice.
Protecting names as taonga	Further information is required to understand what names are considered taonga and if or how they might be protected.
UNESCO status	Consideration of UNESCO status has been incorporated into the report. As the Applicant has not requested any material changes to the existing lease/licence, approvals from UNESCO are not considered necessary. The application is consistent with the TNPMP which guides how the Park should be managed to protect UNESCO values.
Status of Tongariro National Park Settlement	Consideration of this has been incorporated into the report.
Co-drafting of concession and decision documents through a mediated working group.	The Department has determined this is not a viable option for this concession application due to concession timeframes.



Appendix 7 – Treaty partner engagement table

Engagement Type	Who	Organisation	Date	Purpose	Evidence (Minutes as DOC-CM Link)
Letter	TKNT to DG	Iwi	31/08/2023	Position	Letter
Letter	<small>Privacy of natural persons</small> to Minister of Regional Development	Iwi	31/08/2023	Position	Letter
Letter	Regional Director to TKNT	DOC	30/11/2023	WHL Intention to apply for concession	Email
Letter	Regional Director to <small>Privacy of natural persons</small>	DOC	30/11/2023	WHL Intention to apply for concession	Email
Communication	Damian Coutts to Iwi	DOC	10/12/2024	Cabinet decision notification	RE_ WHL Concession Process - Iwi engagement.eml
Hui	Damian Coutts & <small>Privacy of natural persons</small> Ngāti Hikairo	Iwi	11/12/2024	Cabinet decision notification	
Letter	Tame Malcolm to Ngāti Hikairo	Iwi	12/12/2024	Cabinet decision notification	RE_ Update on the Whakapapa concession process.msg
Letter	<small>Privacy of natural persons</small> to DOC	WHL	13/01/2025	Whakapapa Village Proposals	FW_ Whakapapa Village proposals.msg
Letter	Tame Malcolm to Whanganui Iwi Collective	DOC	20/01/2025	WHL Application & relevant dates	FW_ Letters for Whanganui Collective to be sent today.msg
Email & letter	George Taylor to TKNT	DOC	21/01/2025	WHL Application & relevant dates	WHL - Letter to TKNT about concession process - January 2025 - DOC-7860080 - DOC-7860441.pdf

Email & letter	George Taylor to <small>Privacy of natural persons</small>	DOC	21/01/2025	WHL Application & relevant dates	WHL - Letter to about concession process - January 2025 - DOC-7860067 - DOC-7860440.pdf
Email & letter	George Taylor to Ngāti Hikairo	DOC	21/01/2025	WHL Application & relevant dates	WHL - Letter to Hikairo about concession process - January 2025 - DOC-7860796 - DOC-7860803.pdf
Meeting	Ruapehu Projects & <small>Privacy of natural persons</small> Hikairo	DOC & Iwi	30/01/2025	Introduction	N/A
Meeting	Ruapehu Projects & <small>Privacy of natural persons</small>	DOC & Iwi	03/02/2025	Introduction	N/A
Email	George Taylor to Ngāti Rangī	DOC	04/02/2025	WHL Engagement	WHL Concession Application.eml
Email	George Taylor to <small>Privacy of natural persons</small>	Iwi	04/02/2025	WHL Engagement	FW_ WHL Concession Application.msg
Email	George Taylor to Patutokotoko	Iwi	04/02/2025	WHL Engagement	Re_ WHL Concession Application.eml
Email	George to TKNT	Iwi	05/02/2025	WHL Engagement	RE_ TKNT Hui with DOC.eml
Email	George Taylor to Whanganui Iwi Collective	DOC	11/02/2025	Invitation for Collective Hui	Calendar invitation
Hui	Senior Department leaders and Whanganui collective	DOC and Iwi	11/02/2025	WHL Engagement	N/A
Submission to public hearing	Ngāti Hāua	Iwi	19/02/2025	Concession Application Process	Combined Submission 7 Feb 2025.pdf

Hui	Ruapehu Projects Team, Regional Team & Whanganui Iwi Collective	DOC & Iwi	21/02/2025	WHL Engagement	WHL Concession Application_Collective Discussion.eml
Email	George Taylor to Southern Iwi Collective	Iwi	26/02/2025	WHL Engagement - follow up on hui	WHL Concession Application (2).eml
Public Hearings	Permissions	DOC	17/02/2025 to 19/02/2025	Concession Application Process	
Meeting	Ruapehu Projects, Permissions, WHL	DOC & Applicant	06/03/2025	Concession Application Process	Minutes
Email	Permissions to WHL	DOC	06/03/2025	Draft Conditions	Email
Email	GT to Whanganui Iwi Collective	DOC	10/03/2025	Update	Email
Email /Documents	GT to Iwi Partners (Collective, Hikairo, TKNT)	DOC	17/03/2025	Comments on Draft Conditions	TKNT
Email/ Documents	Mitch RH to 	DOC	17/03/2025	Draft RDR & Concession Document	Email
Email/ Documents	Steph Bowman to WHL	DOC	17/03/2025	Draft RDR & Concession Document	Email
Hui	 on behalf of Ngāti Hikairo	DOC & Iwi	19/03/2025	Concession Application Feedback	Ngati Hikairo feedback - Whakapapa Holdings Ltd concession application - Added comments.docx
Email/ Documents	Dave Mazey to GT	WHL	25/05/2025	Key matters for WHL	RE_ WHL Concession - Feedback & Documents Review.msg

Updates	Tame Malcolm	DOC	25/03/2025	Feedback from Iwi/Hapū	FW_ Update and actions following hui with Whakapapa_Turo a Iwi_hapu.msg
Hui	DOC & Iwi Partners	DOC	27/03/2025	Q&A re drafts shared	
Letter	<small>Privacy of natural persons</small> to DDG Tame Malcolm	Iwi	31/03/2025	Draft Decision Report	2025-03-31 TKNT Letter to Tame Malcolm_DOC (002).pdf
Hui	DOC & Whanganui Iwi Collective	DOC	04/04/2025	Co-Drafting Workshop	
Email	<small>Privacy of natural persons</small> to Whanganui Iwi Collective	DOC	04/04/2025	Co-Drafting	FW_ Feedback from WHL Concession - Co-drafting Workshop.msg
Email	GT to Whanganui Iwi Collective	DOC	07/08/2025	Draft Concession - updated version	RE_ WHL Concession Application.msg
Hui	DOC & Whanganui Iwi Collective	DOC	07/08/2025	Co-Drafting Workshop	
Letter	Ruth Isaac to TKNT	DOC	08/04/2025	Response to position letter from 31/03/2025	Tongariro Maunga - Letter to Te Kotahitanga - DDG PARS - April 2025 - DOC-10230900.pdf
Hui	DOC & Whanganui Iwi Collective	DOC	08/04/2025	Follow up to Workshop	



Appendix 8 - WHL snow making response 11 April 2025

In response to your queries in the email below.

Snomax increases snow production performance by up to 20%, meaning more snow can be made in the same timeframe and using the same inputs—water, electricity, and labour. It does this by allowing snowmaking to begin in more marginal temperature windows—such as those which commonly occur at Whakapapa—where snow would otherwise be difficult or impossible to make, plus Snomax increases the percentage of water droplets which freeze and fall as snow; there is less evaporation. It also improves the quality and volume of snow produced when temperatures are optimal. This translates to better coverage, earlier openings, and more reliable terrain availability across the season.

Without Snomax, the same energy, water, and staffing resources must still be committed to snowmaking operations—but with reduced return. Simply put, we get less snow for the same cost. That is not a sustainable or responsible approach in an environment where climate variability is increasing, and efficient resource use is paramount.

The active ingredient in Snomax is a naturally occurring protein derived from *Pseudomonas syringae*, a common bacterium found on plants, in the air, and in natural snowfall worldwide. The protein is completely non-living and non-replicating—it cannot grow, spread, or persist in the environment. Its function is purely physical: it acts as an ice nucleator, enabling water to freeze more efficiently and at warmer temperatures than it otherwise would.

As stated in a report by the U.S. Environmental Protection Agency, “Snomax does not pose any risk to human health or the environment when used according to label directions.” This aligns with decades of safe global use and site-specific studies.

In the earliest days of snowmaking at Whakapapa, DOC scientist Dr Harry Keys ONZM led botanical monitoring studies at Whakapapa. These involved direct comparisons of vegetation in areas where snowmaking using Snomax occurred and in nearby areas where it did not. No negative effects were found and after 10 years (I think) the monitoring of these botanical transects stopped because of the lack of any effects being identified. These records are not currently available to us otherwise we would share them. Harry is currently out of NZ and travelling. This research was not referenced in our application because it had slipped our mind. I understand the review and monitoring of these botanical transects could be re-

instigated to determine whether the longer term use of snowmax has caused ecological change to the place.

Could Whakapapa operate without snowmaking? Yes it could but we would need to invest in a larger and different snowmaking infrastructure, use more water, more electricity and more labour to achieve a similar snow cover.

What are the benefits of using snowmax? We achieve a better snow cover on the trails where it is used, and it contributes to a better quality of snow. This all translates to an overall higher quality of skiing and snowboarding experience.

Snowmaking, with the use of snowmax, has been a contributing factor to RAL reducing the requests for terrain modifications over the past 40 odd years. It also has been a contributing factor to reduction in accident rates over this same timeframe; wider trails with deeper snow cover and less rocks protruding through are safer.

A quick response to your queries, I trust this is of some value.

Regards

Dave Mazey

Appendix 9 – Management Planning advice

Assyst Number (Assyst R280079)

Advice prepared by: *Charlie Parker, Management Planner 22 February 2025*

Peer reviewed by: *David Owen, 24 February 2025.*

Relevant documents:

1. [Tongariro National Park Management Plan 2006 \(PDF, 5.887K\)](#) (The Plan)
2. [Addendum to the plan as required by the Partial Review 2011 \(PDF, 4.100K\)](#) (2011 amendment)
3. [Addendum to the plan as required by the Partial Review 2018 \(PDF, 5.570K\)](#) (2018 amendment)
4. [Tongariro Taupō Conservation Management Strategy 2002-2012](#) (The CMS)
5. [Tongariro National Park Bylaws 1981](#)
6. [118471-SKI \(Whakapapa Holdings 2024 Limited\) Application](#) (The Application)

Purpose

1. To provide management planning advice on whether the Application from Whakapapa Holdings 2024 Limited (WHL) for a lease and licence for Whakapapa Ski Field is consistent with statutory planning documents.

Recommendation(s)/ Advice

2. Management planning advise the Application is broadly consistent with the Tongariro National Park Management Plan except for:
 - a) the use of aircraft for filming and advertising purposes and construction work which has not been included in the application; and
 - b) the use of existing walking tracks which have not been approved by the Department. Appropriate steps will need to be taken to ensure the Department approve the tracks marked out by the previous concessionaire; and
 - c) the use of cafeteria for events such as weddings, corporate functions, conventions, music performances, festivals and ceremonies. Additional information and considerations are required to determine whether these events are consistent with Plan provisions;
 - d) the use of snowmaking equipment outside of the ski season requires further consideration.
3. Ensure the protocols established under He Kaupapa Rangatira are applied to the ski field concession Application and any resulting lease and licence and ensure tangata whenua have an opportunity to input into the development and management of the ski area.
4. Include conditions to the effect of the requirements listed in Appendix 1.
5. Consider whether additional conditions are required to camouflage snow guns and/or require their removal during the off-season.

Context

6. Whakapapa Holdings 2024 Ltd (WHL) is seeking a new 10-year lease and licence to continue recreational and tourism activities within the existing ski area boundaries at Whakapapa Ski Field in Tongariro National Park.
7. The Application covers:

- Management of the ski field area;
 - Use of vehicles and aircraft within the ski field area;
 - Events; and
 - Staff Accommodation.
8. Departmental staff have also sought advice on the use of dogs within Whakapapa Ski Field.
 9. The Application does not anticipate the development of new facilities in the first five years of the concession's term.

Relevant statutory documents

10. Please refer to Appendix 2 for relevant policies and objectives referenced below.

Tongariro/Taupo Conservation Management Strategy

11. Section 4.5, Place – Tongariro – Ruapehu Management Objective 4 defers management of Tongariro National Park (the Park) to the Park Plan. The provisions of the CMS are not repeated or discussed in this advice where the Plan provisions provide adequate guidance to assess the Application.

Assessment of the Application against the Tongariro National Park Management Plan and Bylaws

12. All policies and objectives referenced below are from The Plan unless otherwise stated.
13. The Plan states that “*introductory statements provide the background to the objectives and policies and are not intended to assist in decision making*” (page 5). Where the intentions of policies are unclear, additional context has been provided from these introductory statements/descriptive text.

He Kaupapa Rangatira (Section 4.1.2)

14. The Department is required to apply the protocols established under He Kaupapa Rangatira to the ski field concession Application (see section 5.2.1, policy 14 and section 4.1.2). It is a key objective in section 5.2.1 to ensure tangata whenua are to have opportunity to input into the development and management of ski areas (objective e).

General – operating a ski field

15. Generally, the Application is consistent with the Plan with limited exceptions. However, additional conditions will need to be included in the concession agreement to ensure requirements are met.
16. Ski field objectives and policies are outlined in section 5.2 of The Plan and factors relevant to vehicle use were included in the 2011 Plan amendment. Other Plan provisions may be relevant and are highlighted below.
17. The provision for ski area licenses is covered in 5.2.6 which states the terms of the licence will be subject to the objectives and policies in the Plan (policy 1) and licence areas will remain consistent with the ski area boundaries defined in the Plan (Policy 2). The following assesses the Application against these policies.
18. The applicant has stated there will be a carrying capacity of 5500 skiers per day, which is consistent with the description of the Whakapapa ski field's capacity of 6500 in section 5.1.2.3.

19. The carrying capacity is determined by the “*number of car parks, lifts, services, and the ski area boundaries*” (section 4.3.2 – descriptive text) and is “*unlikely to change significantly as the determinants described...cannot readily be altered*” (section 5.1.2.3 – descriptive text). The determinants are extent of the skier marker, environmental determinants and infrastructure constraints.
20. This is translated into policy 20 of section 5.2.3 which states “Turoa and Whakapapa ski areas should be developed in accordance with their carrying capacities. The constraints to further development, including car parking, road capacity, and natural values on the ski area margins, will be carefully analysed in any application.”
21. Practically, this means that the facilities and infrastructure developed on Whakapapa Ski Field should be maintained or developed for a maximum carrying capacity of 6500. A condition should be included to this effect.
22. Freedom of access to the public to the ski fields is required to be maintained unless restrictions are necessary for safety or to manage road congestion (section 5.2.14, policy 1). This should be a condition of any agreement.

Management of ski areas with regards to this Application (section 5.2.1)

23. The activities applied for meet the relevant objectives outlined in 5.2.1 which seek to maximise the recreational experience for skiers (objective a), minimise adverse effects of the ski area within ski area boundaries (objective c) and ensure operation of the ski area does not adversely affect the experience of park visitors, the natural landscape and the environment beyond boundaries (objective d).
24. The facilities and services appropriate to downhill skiing are restricted those covered by Map 12 Whakapapa Ski Area (policy 1) and are generally located within the amenities areas (policy 2 – see below for additional clarification on structures outside of this).
25. The concessionaire has agreed to provide and finance all visitor services and ancillary activities associated with skiing (policy 4) and provide a range of skiing opportunities compatible with national park values and objectives (policy 6).

Indicative development plan (section 5.2.2)

26. Indicative development plans are required to be prepared and maintained by concessionaires for ski areas to form the basis for concession decisions (Section 5.2.1, Policy 3). This has not yet been supplied by the applicant. The use of “will be prepared...by each concessionaire” does not require it to be developed to grant the concession. However, any concession agreement granted in relation to the Application should include a condition requiring preparation of an indicative development plan with a specified timeframe, and its provision to the Department for review.
27. Details on what the indicative development plan should cover are set out in Plan section 5.2.2 Policy 2; development plans must set out what physical development is planned over the next 10 years. This is the licence term proposed by the applicant. The applicant does not anticipate any significant developments in the next 5 years and intends to work with iwi to determine any development thereafter.
28. For clarity, the provision of an indicative development plan does not override the Plan requirements for a Works Approval for any minor or major works the Applicant may ultimately wish to undertake (see section 5.2.1, policy 11 and 4.1.16 Works Approvals). Clarification on this point should be included in the relevant condition in the concession agreement.

Base area strategies (section 5.2.3)

29. A base area strategy will be required before any capital works are applied for or approved (policy 1). The applicant has not yet applied for any capital works, but a condition should be included to this effect.
30. The applicant intends to continue to provide beginner ski field activities (policy 2) and snow playing activities (policy 3). Car parks will be maintained in accordance with policies 7, 8, 9 and 10. The applicant is not currently proposing any additional car parks or structures. This is consistent with policies in this section.

Landscape planning (section 5.2.4)

31. Policy 1 requires the identification of areas of high natural value and special consideration given to maintaining these values or minimising impacts on them if development is required. A condition should be included to this effect, requiring this to be undertaken during the assessment of an Application for physical works.
32. At this stage the applicant does not anticipate development, but some policies apply to maintenance of current facilities and may require conditions:
- Improvement or upgrading of existing facilities will be encouraged or required in preference to construction of new ones (policy 2)
 - Colour schemes of buildings need to be approved by the Department (policy 9)

Cafeterias and day shelters (section 5.2.7).

33. The objectives and policies in this section require “adequate public shelter and cafeteria facilities” are provided through indicative development plans and base area strategies (policy 1).
34. Descriptive text clarifies “Where an approved indicative development plan does not exist, the location of facilities will be determined by the department.” The applicant has not yet provided an indicative development plan and therefore the decision maker will have to determine whether the cafeteria and public shelters included in the Application applied for are considered “adequate”. The applicant does not wish to take over management of the West Ridge Café; the decision maker will need to factor this into their consideration.
35. Policy 2 requires Iwikau public shelter is maintained at Whakapapa Ski field. The decision maker may wish to include a condition to this effect.

Water use and snowmaking (section 5.2.8)

36. Water take is covered under section 5.2.8 which requires water to be taken from the general catchment which it is to be used, and contamination should not occur unless it is discharged through a consented and monitored scheme (policy 1).
37. The applicant has stated they will continue use of low water consumption technology in public toilets, cafeterias and other public facilities (in accordance with policy 4). This requirement could also be a condition.
38. The Applicant will utilise existing water reservoirs in the amenities area (in accordance with policy 5). The Applicant is required to provide an assessment by suitably qualified independent specialist if they wish to vary their Application to include new water sources in future.
39. Consultation with adjacent club license owners is required for snowmaking operations (policy 8).
40. A condition should be included in the concession agreement to require reasonable efforts to minimise noise from snowmaking operations (policy 9).

Snow fencing and grooming (section 5.2.9)

41. The use of snow fencing and grooming is intended to “*reduce or eliminate the need for rock grooming*” (objective b). Descriptive text reinforces this as it states “*It will be necessary for concessionaires to demonstrate that snow fencing and grooming are not effective before rock grooming on a ski area will be approved.*”
42. Policies require:
- “*Snow grooming will not disturb ground surface and vegetated environments.*
 - *Where hazards no longer exist, all snow fences will be dismantled and stored out of sight in an appropriate storage facility.*” (section 5.2.9, policies 1 and 2).
43. Conditions should be included to this effect.

Slope modification and rock grooming (section 5.2.10)

44. Policies in this section require rock grooming is **only** allowed for “*significant safety reasons or where, under average snow conditions appropriate management advantages can be demonstrated*” (policy 1).
45. Rock grooming and slope modification can only be undertaken under an agreed indicative development plan (policy 2) and the Department is required to consider the points under Policy 3 to approve it. A condition requiring the indicative development plan prior to rock grooming being approved could be included, with clarification per policy 4 that any application over 100 cubic metres needs an environmental impact assessment (in line with section 5.2.4).

Ski-Lift Construction and Maintenance (section 5.2.12)

46. The Plan requires:
- Concessionaires to adhere to all statutory requirements, to the Tongariro National Park Bylaws and to the [Approved Code of Practice for Passenger Ropeways in New Zealand](#) (policy 1).
 - When components or structures are dismantled for maintenance, that maintenance should be undertaken inside a lift maintenance facility or outside the park, where at all practical (policy 2).
 - No sandblasting, spray-painting or use of contaminants should be undertaken in a way which enables those elements to enter the general environment (policy 3).
47. Conditions to this effect should be included in the concession agreement.

Subleasing

48. Previously, concessions related to Whakapapa Ski Area have included (or provided for) the sub-leasing of café’s, ski hire shops and teaching to third parties. Section 4.10 of WHL’s Application seeks authorisation for similar arrangements.
49. This is not considered in the Plan but is not obviously inconsistent, provided the services do not have adverse effects on park values (policy 2, section 4.3.2.1). A suitable condition would need to be included in the concession agreement.

Safety and Volcanic Hazards

50. Management of natural hazards is included in section 4.1.14 including Section 4.1.14.1 Volcanic Hazards.

Safety – Safety Plan and Public Health (section 5.2.13)

51. Section 5.2.13, policies 1 and 2 require concessionaires to prepare and annually review each season a ski area safety plan for approval by the Department which covers all lift-serviced terrain.
52. The Plan also requires ski area concessionaires to have current safety management plans for avalanche hazards (section 4.1.14.2, policy 4). The Plan provides for avalanche control “within and adjoining ski areas...where avalanches are a potential threat to ski area users” (section 4.1.14.2, policy 5) and concessionaires are required to follow requirements and procedures in their safety plan.
53. Safety plans need to be submitted prior to the beginning of each season and concessionaires are required to have regular independent audits of their safety plans. This should be a condition of any concession agreement.
54. A condition is required in ski area licences to allow for avalanche control (section 4.1.14.2, policy 1).
55. Policy 7 requires they meet appropriate safety public health standards.

Public shelter (section 5.2.13)

56. Section 5.2.13, policy 6 requires concessionaires to provide emergency public shelter in appropriate locations on the ski areas.
57. It is understood the Applicant has not included in the Application sites which have previously been used as public shelters e.g. Far West Café. The decision maker will need to determine if public shelters have been provided in sufficient appropriate locations. See also Cafeterias and Day Shelters above (paragraphs 30 -32).

Safety Plan – Volcanic Hazards (section 4.1.14.1)

58. All ski area concessionaires on Mount Ruapehu are required to have “*current safety management plans for volcanic hazards*” Section 4.1.14.1, policy 3.
59. It is recommended the Department seek this as part of the concession process from the Applicant and ensure a condition is in the concession agreement to require this must be kept current.

Volcanic Alert Network – and associated costs for concessionaires (section 5.2.13 and 4.1.14.1)

60. Section 5.2.13, policy 5 states the Department will maintain the Eruption Detection System and ski area concessionaires “*will contribute to the cost of this system on an agreed basis*” (emphasis added).
61. The Plan states “*The Eruption Detection System and the Eastern Ruapehu Lahar Alarm Warning System will be regularly reviewed*” and the Department will determine when upgrades are required (section 4.1.14.1, policy 1). This policy also states concessionaires that benefit from the systems “*will contribute to the costs of evaluation and upgrade*” (emphasis added).
62. The decision maker must include an appropriate condition in the concession agreement regarding costs of maintaining, evaluating and upgrading this system. Policies relating to costs are will policies which, per The Plan on page 5, provides no discretion for decision making to deviate from this.
63. The Plan does not specify locations for this equipment, and it is understood some key sites which house part of this system have not been included in the concession

Application e.g. Far West Cafe. This will need to be considered under any safety plan, particularly regarding volcanic hazards.

GNS Monitoring Equipment (section 4.1.14.1)

64. Access for GNS under their existing licences needs to be maintained (Section 4.1.14.1, policy 3). This could be made clear in the concession agreement if considered required.

Structures

Structures and items outside ski area (section 5.2.1)

65. Section 5.2.1, policy 2 states all major infrastructure should, wherever possible, be located within the amenities area at Whakapapa except for locating facilities (e.g. ski lifts) outside which cannot reasonably be located inside. This sets a strong expectation that exceptional circumstances are required to allow structures outside amenities areas.
66. This is echoed in section 4.3.2.3, policy 2 which states “*Buildings and structures outside ski area boundaries should only be approved where they are necessary for the preservation of the park’s natural and historical resources.*”
67. Section 5.2.1, policy 9 states “*no extension infrastructure for ski area management should be permitted beyond 2300 metres at the Whakapapa...ski areas*” and policy 10 outlines the requirements in circumstances where this is required.
68. Where a structure has been appropriately assessed and approved under the previous concession, the decision maker should check the requirements above have been met.
69. The application, and the table being prepared by the Department’s District and Permissions staff ([link](#)) indicates any additional structures proposed outside of the amenity area are related to avalanche control and are provided for under Section 4.1.14.2, policies 4 and 5 of the Plan. Policy 5 provides for avalanche control “... within and adjoining ski areas ...”. This would need to be included in any safety plans and approved by the Department.

Redundant infrastructure and structures outside the application (sections 5.2.4 and 4.1.1.7)

70. The application lists several structures which were covered by the previous concession for the ski field which WHL have not included in their application. WHL are not purchasing these assets from the previous concessionaire. The Plan does not require action by WHL to address these structures. However, any structures which become redundant or are replaced during the term of the concession will be covered by Plan provisions.
71. Where existing facilities are replaced or upgraded, the redundant facilities and structures should be removed and the land restored (with the exception of the removal of septic tanks) (section 5.2.4, policy 3). A condition should be included in the agreement to this effect.
72. A clause should also be included in the agreement, requiring the WHL to remove all buildings, structures and rubbish from the park in the event they surrender their licence (section 4.1.1.7, policy 10).

Fuels, hazardous materials, chemicals, and waste (section 4.1.1.7)

73. These are mostly covered in section 4.1.1.7. The Application appears to be consistent with requirements, but some conditions may be required in agreements to manage these.

74. Sewage disposal is covered in section 6.6. of the Application. The disposal through a wastewater system which extends to the facilities in Whakapapa Village is consistent with the Plan (policy 2).
75. The Applicant will be required to follow best practice standards for stormwater management and contaminant capture (policy 5) and a condition could be included to this effect.
76. The Applicant has given an overview of how litter is to be managed. This is consistent with relevant policies (policies 9, 11, 17, 18) but a condition could be included in the concession agreement to ensure appropriate steps are taken to manage rubbish. This will need to be in line with the agreed practices for waste management the Department should hold with tangata whenua (policy 21).
77. A condition should be included which requires fuel and sewage spills to be dealt with appropriately with clarification that not doing so could result in legal action and cancellation of the licence (policy 6).

Monitoring (section 4.3.2)

78. The Plan anticipates research and monitoring will be undertaken to assess the effects of use on the Park (section 4.3.2, policy 5).
79. Where ecological or physical impacts are “*considered by the department and the Tongariro/Taupō Conservation Board to be unacceptable and contrary to the preservation of national park values, a review of policies within this plan, or restrictions on facility use, visitor numbers at high use sites, or the removal of facilities, should occur*” (section 4.3.2, policy 6). Where social impacts are considered unacceptable, similar restrictions may be put in place (section 4.3.2, policy 7).
80. A condition should be included to this effect.

Ski Field Walking Trails/Routes for Summer Use (section 5.2.15)

81. The previous concessionaire (RAL) has been advertising walking routes which they have marked and created themselves, without formal recognition by the Department. WHL have now applied for these routes in their concession.
82. Section 5.2.15 Summer Use (which specifically covers the Ski Areas), policy 2 states the Department “*will protect the ecology of the ski areas by marking suitable foot tracks*”.
83. The Department will need to assess the current tracks and mark them out appropriately to meet this requirement. It should be made clear in the concession agreement that no further tracks can be put in place unless marked by the Department.
84. The Plan also anticipates **only** “marking” tracks; construction for the purpose of building tracks or tracks which require maintenance beyond being marked out should not be permitted. This is echoed in the objective for this section which states: “*To allow summer activities which utilise winter infrastructure without additional requirements.*” This is reiterated in Section 5.2.1, policy 12.
85. Policy 1 in this section states the Department will “*promote summer use of the ski facilities insofar as they increase access to and enjoyment of the park by summer users*”.

Staff Accommodation (section 6.5.5)

86. The previous concessionaire maintained staff accommodation in Whakapapa Village which consisted of 6 buildings, and associated curtilage, garaging and car parks. This has

been included in WHL's Application (page 15 -Application for lease and Licence). They have not applied for construction of new accommodation.

87. Section 6.5.5, policy 1 states "*Residential accommodation will be limited to that necessary to house essential staff*".
88. This is clarified further in descriptive text in this section: "*only for those employees who cannot practically live outside the village. These include core duty staff, emergency service personnel, **essential staff for the operation of large concessions**, and some management staff.*"
89. Policy 2 requires full utilisation of existing accommodation by essential staff.
90. Policy 3 states "*Any service organisation, agency or concessionaire permitted to occupy land for staff accommodation will be required to pay a capital contribution for community services and an annual service charge levied by the department.*"
91. Conditions to meet these policies should be included in the concession agreement.
92. Additional requirements for applications to utilise existing staff accommodation for a clear secondary purpose on a seasonal basis are listed in Policy 6. It does not appear the Applicant has requested this. A variation of the proposed concession arrangement would be required in future to accommodate use for secondary purposes on a seasonal basis, per this policy.

Filming and Advertising (section 4.4.3.1)

93. Any filming should be consistent with the Park's natural resources, historical and cultural heritage, recreational opportunities and national park values and the policies in Section 4.4.3.1 of the Plan. As advertising will be geared towards advertising recreational values, this could be considered consistent provided the following conditions are met.
94. The following is required to enable filming:
- publicly notify the application. This has been done as part of consultation but may need to be done on a case-by-case basis depending on the filming undertaken.
 - consult with tāngata whenua, including where taonga beyond the mountain peaks may be affected. Their support is particularly required if filming is >2300 meters;
 - consult with the Tongariro/Taupō Conservation Board and seek its recommendation;
 - require a full environmental impact assessment undertaken by appropriately-qualified specialists. The Application does not include much detail on the potential effects of filming.
95. A benefit to conservation management through increasing awareness of protected status is required if filming >2300 meters is planned. The Park's world heritage status should be included in material.
96. Use of aircraft for this activity would be inconsistent with section 4.4.2.6 Aircraft. See aircraft use below.

Aircraft Use (section 4.4.2.6)

Context

97. The Applicant has applied for the use of helicopters and drones for specified purposes throughout the term of the concession. The Applicant has provided a detailed spreadsheet linked here ([DOC-7882891](#)) which outlines the uses of the different aircraft

types, whether alternative means of transport are possible, circumstances of use and mitigation activities. In all cases, helicopters and drones will only be used where other methods of transportation are unavailable and steps put in place to minimise their use.

Definitions and application

98. Descriptive text in Section 4.4.2.6 Aircraft states “*The Civil Aviation Authority defines ‘aircraft’ as any machine that can derive support in the atmosphere from the reactions of the air otherwise than by the reactions of the air against the surface of the earth. For the purpose of this plan, this includes fixed-wing planes, helicopters, microlights, and balloons. While non-motorised hang-gliders and parapentes are not included in this definition of ‘aircraft’, they are occasionally used within the park and for this reason this section contains a policy relating to their use.*”

99. While there is no definition of aircraft in the glossary, this descriptive text would indicate the CAA definition of aircraft is in use, such that the Plan’s aircraft provisions would apply to drones. While there is a list of aircraft types included in the Plan, this is non-exhaustive and does not exclude drones.

100. Therefore, any general aircraft policies also apply to drones. There are also additional policies relevant for helicopter use.

Permitted use of aircraft

101. The [Tongariro National Park Bylaws 1981](#) state aircraft can only operate in the park:

- In emergencies
- For wild animal control
- Where necessary for the proper and beneficial management, administration and control of the park.

102. This is reflected in Section 4.4.2.6 of the Plan. The objectives aim to minimise the impacts of aircraft including those used for park management purposes. Section 5.2.1, policy 7 which relates to the management of ski areas, refers the management of aircraft back to these policies.

103. The policies in Section 4.4.2.6 Aircraft then go on to clarify this (emphasis added):

- *Policy 1. Aircraft may operate in Tongariro National Park with minimal restriction where **required for emergencies**, for park management, and for **activities which would benefit park management, where undertaken by the department or a concessionaire authorised by the department to carry out these activities.***
- *Policy 2. The department will ensure that the use of helicopters for management purposes is undertaken in a way which most efficiently utilises that method of access while minimising impacts on park visitors. Consideration needs to be given to the time of year the aircraft use is proposed to be undertaken, such as, time of day, day of week and holiday periods etc.*
- *Policy 3. With the exception of 1 above applications for aircraft landings within the park should be declined.*
- *Policy 12. Permits may be personal to the applicant and may specify flying routes, heights and landing sites and times.”*

104. Policy 1 does not require a concession to be in place for emergencies. Activities listed in the spreadsheet provided by the Applicant (and linked at para 93 above) related to managing emergencies do not require a concession to proceed.

105. Policy 1 states concessionaires may operate aircraft in the Park if it authorised by the Department for the purpose of benefitting park management. It is reasonable to determine the use of aircraft for the purpose of carrying out the activities required to run a ski field in a manner consistent with park values would be consistent with “*benefiting park management*”.
106. Section 5.2.1, policy 4 reinforces this by stating “Ski area concessionaires will be responsible for the provision and financing of all visitor services and ancillary activities associated with skiing”.
107. However, the concessionaire agreement would need to be specific as to the responsibilities of the concessionaire in this regard (see legal advice linked here: [DOC-7882911](#)).
108. Most of the activities listed in the linked spreadsheet are consistent with this requirement. Below, this advice discusses those that are not.

Aircraft activities which do not meet the requirements for a concession

109. Some of the tasks requested in the spreadsheet provided do not meet the statutory requirements for a concession. These are:
- **Filming for advertising purposes:** The use of aircraft for filming for advertising purposes does not “benefit park management” and therefore would not be considered consistent with the plan. Filming and photography for advertising are covered in Section 4.4.3.1 of the Plan and this refers back to the aircraft policies discussed above. N.B. Filming for maintenance purposes (e.g. taking photographs of maintenance work) can be permitted as described in the spreadsheet linked above as maintenance of ski field structures is covered under section 5.2.1, policy 4.
 - **Search and rescue/missing person recovery and Heli-evac ski and walker injuries throughout the year:** These constitute “*required for emergency purposes*”. A concession is not required for this activity per the Park Bylaw and Policy 1, as discussed above.
 - **Construction activity:** Given no details of construction, nor any Indicative Development Plan, has been provided in this application, a separate application will be needed to approve future construction activity.

Specific additional requirements for helicopters

110. Section 4.4.2.6, Policy 2 requires helicopters used for management purposes will be used in a way which minimises impacts on Park visitors. Appropriate conditions should be included in the concession agreement to ensure this is done e.g. requiring helicopters to be used outside of peak times or other suitable measures to minimise impacts on other Park users.
111. This has been considered in the table supplied by the Applicant. The decision maker will need to consider if these measures are sufficient and whether any additional restrictions including on flying routes, heights and landing sites and times (per policy 12) are required. The Plan also states that “Concession and park management activities should be undertaken in a way that provides for natural quiet, particularly within the pristine and wilderness areas of the park.” (section 4.1.17, policy 15). This should be considered when determining additional restrictions.

Other things to note for aircraft

112. There are additional restrictions on aircraft created by conservation legislation and the Plan. No landing is permitted in the Hauhungatahi and Te Tatau Pounamu wilderness areas and pristine areas identified in the Plan, except for specified purposes (section 4.3.2, policy 4, section 4.3.1, policy 6 and 4.4.3.6, policy 1). The ski field lease area does not extend into wilderness or pristine areas and therefore no landings would be permitted by WHL except for emergency purposes in these areas.
113. There are also restrictions over culturally important areas identified by treaty partners. These would need to be considered when looking at where flights can and cannot be permitted.

Events (section 4.4.2.4 and 4.4.1)

Events general

114. The Application also includes the provision of events on site (4.11, page 21 – Application for Lease and Licence). Events related to skiing and snowboarding would be consistent with the Plan; however further information and assessment is required for the other event types listed. Were they to be approved, additional conditions would need to be included in the concession agreement. Detail is provided below.
115. Section 4.4.2.4, policy 1 states all commercial events require a concession.
116. Management planning advice is that a concession is required for the events listed (except for club activities), and can be provided for in the concession agreement as:
- There is a financial and reputational reward for hosting these events for the Applicant; and;
 - This is a new concession rather than an existing one (Policy 2).
117. Descriptive text in this which states the policy covers “*organised events which are advertised as being open to the general public as distinct from closed club events and individual/small group activities. Such events might involve charging or asking for a donation.*”

Events directly associated with skiing and snowboarding

118. The Application includes events directly associated with skiing and/or snowboarding. These events would have individual competitors from 50 (e.g. a club ski champs) to 1,000 persons (e.g. North Island Secondary School Ski Champs).
119. As noted above, club events do not require a concession.
120. Management Planning advice is that the Plan allows for competitive events associated with skiing and snowboarding which are open to the general public, provided effects are appropriately managed (sections 4.4.24 and 4.4.1). Events should be assessed against general concession requirements (4.4.1).
121. Descriptive text in this section clarifies this by stating “*Large-scale commercially-sponsored competitive events may be permitted within the park only if they can be shown to be consistent with management philosophies and will not be detrimental to the enjoyment of other park users. All organised public events are subject to control by the conservator.*”

Events utilising buildings and private events

122. The applicant has also sought the use of cafeteria buildings and their adjoining decks and patio spaces for use for:
- weddings

- corporate functions
 - conventions
 - music performances
 - festivals and ceremonies.
123. The Application states that capacity would be limited by the permitted occupancy. The Application estimates 30-40 events of this kind a year but gives no indication as to the number of each event type or number of buildings to be used e.g. for a festival. The Application does not specify whether these events would be held during the ski field season or in the summer.
124. The Plan does not specifically address events in buildings, or those which would not be open to the general public.
125. While the Plan does not specifically prohibit the use of cafeteria for this type of events, this use is not anticipated. Descriptive text in section 5.2.7 describes the purpose of cafeteria as *“a place to purchase and consume food and drink,space to shelter from the weather, change clothes, and rest”*. In the summer months the Plan anticipates that public access and enjoyment can be increased when *“cafeterias....operate during the summer season”* (section 5.2.15).
126. With the current level of detail provided, management planning consider general approval for these types of events at this stage inappropriate in the wider context of the Plan and Park values, as:
- The events are outside of the usual purview of a ski field and original purpose of the amenities area. During the ski season, it is likely they would impact on the primary purpose of the ski area and use of the venues by skiers. Potentially, mitigation steps could be put in place to avoid impacts but this would need to be explored by the decision maker;
 - These events could be held at venues outside of the Park. It is not a requirement for them to be in the Park to take place (section 4.4.1, policy 2);
 - It is difficult to assess the potential impacts of these events on natural, cultural and recreational values and potential safety issues (section 4.4.1, policy 2). Insufficient information has been provided on the scale and number of each event type (e.g. several music festivals using multiple cafeteria buildings a year and the sky waka vs one small acoustic event in a single venue) to determine the effects on other Park users, safety issues and Park values. The decision maker should seek clarification on this matter before determining whether to approve these events; and
 - The views of iwi on these events are not clear to the management planning team. Their views should be sought (section 4.4.1, policy 2).
127. The decision maker should also consider the provision of these events against other criteria in section 4.4.1, policy 2 which relate to potential benefits of these events. Relevant criteria are:
- whether the activity will take place in an amenities area.
 - whether the activity will benefit the park, public use and enjoyment, or safety
 - whether the activity will have national or regional benefits
128. Section 5.2.1, policy 12 enables ski areas to be used for *“summer activities without expanding the range of facilities provided for the principal winter use”*. These events would not be inconsistent with this, provided no additional facilities were required. Section 5.2.15, policy 1 states the *“department will promote the summer use of ski area facilities insofar as*

they increase access to and enjoyment of the park by summer users.” It could be argued that the events listed can increase enjoyment of the Park in the summer season.

129. Section 5.2.15, objective b seeks *“To allow summer activities which utilise winter infrastructure without additional requirements.”* The decision maker should consider whether there are any changes required to the cafeteria to run these events which may constitute *“additional requirements”*.
130. Were the decision maker to approve these events, the following would be required to ensure use of buildings is consistent with the Plan:
- They cannot require exclusive use of the buildings. Skiers and other users will still need to access them for use as a sheltered public space (per 5.2.7, objective a). Section 5.2.14, policy 1 also states that public access must be maintained – and can only be restricted for safety or the management of road congestion. Closing a building for exclusive use would be inconsistent with this.
 - Public address systems can only be installed in buildings or vehicles and should not be heard outside of that building or vehicle ([16, Tongariro National Park Bylaws 1981](#)).
131. These factors will likely limit the scale and type of event which can be viable in the amenities area.

Additional structures for events

132. Policy 3 states no infrastructure (excepting temporary shelter or signs) is likely to be approved for events. A condition could be included requiring the concessionaire seeks approval from the Department if any infrastructure (other than temporary shelter or signs) is required for an event; a further concession or variation may be required in this instance and it is unlikely to be approved.

Vehicle Use (5.2.11)

133. In descriptive text, the Plan states *“The Tongariro National Park Bylaws 1981 prohibit the driving of vehicles in the park except as authorised in a lease, licence or easement,.....or where the conservator considers it necessary for **the proper and beneficial management**, administration, and control of the park”* (4.3.3.2 of the Plan).
134. The Applicant states vehicles will only be used when necessary and directly connected to listed activities (page 13 – Application for lease and licence) and that their use will be limited to areas of tar seal or where their use is specifically approved use in a works approval managed by the Department (section 5.6, page 19 – AEE).
135. The Plan and the 2011 Amendment contain specific requirements for vehicular use on ski fields in section 5.2.11.
136. The listed uses would be consistent with these policies and objectives which confine use of over-snow and off-road vehicles to ski areas and to core ski area management purposes (Section 5.2.11, objective a and policies 1-5).

Dogs (section 4.1.8.2)

137. During the term of the previous (RAL) concession, Departmental District staff found dogs in the office building and around the ski field. District staff have sought clarification from the Management Planning team on the Plan provisions for dogs in the Park.
138. The Plan states domestic animals are not allowed in the Park, with the exceptions of:

- guide dogs for the visually impaired;
- guide dogs for the hearing impaired;
- companion dogs specifically certified for these purposes;
- dogs engaged in law and order duties; and
- specially-trained dogs required for search and rescue or approved scientific purposes
- dogs engaged in approved animal control or species recovery operations (permit required)
- pig hunting dogs (permit required). (Section 4.1.8.2, Policies 11,12,13 and 14)

139. The Plan then clarifies in Policy 16, *“they will normally be kennelled outside the park and will be allowed in the park only while working”*.

140. This means dogs used for these purposes may only be in the Park when they are actively working. This is reinforced by the National Parks Act 1987, 56E(1). Actively working includes for training directly associated with a specific dog’s work..

Car parking for clubs (additional advice)

141. The use of car parking for clubs was brought up through consultation. The previous concessionaire restricted carparking access to club hut users but provisioned Car Park 1 for clubs. WHL have applied for carparks 1-10 which will remove the dedicated access for RMCA club members.

142. The Plan is silent on the dedicated provision of car parks for club members and contains no specific policy requiring ski field concessionaires to provide this parking.

143. Section 5.2.1, policy 4 states that *“ski area concessionaires will be responsible for the provision and financing of all visitor services and ancillary activities associated with skiing”*. This includes car parking which are required to be maintained in accordance with section 5.2.3, policies 7, 8, 9 and 10. However, there is no requirement to maintain car parks for club exclusive use.

144. The Plan includes general provisions for fostering recreation (section 5.2.1, policy 6 and section 1.4.2, key principle 4). However, this is again, not specific and does not confer requirements for club access to car parks.

145. Legal advice could be sought on this matter and you may wish to check existing club agreements for any relevant conditions. The Department could potentially facilitate discussions between WHL and the clubs to get a suitable agreement in place.

Snow making and snow guns (additional advice – reviewed by Rhett Klopper 03.03.2025)

146. During consultation with iwi, it was requested conditions are included in the concession agreement requiring snow guns on the ski field are removed during the off-season and re-coloured or camouflaged when mounted. This is due to their potential impacts on landscape values.

147. Management planning understand that the applicant has also requested use of some snow guns during the off-season to allow some snow to remain for snow play activities throughout the year. This activity was taking place under the previous licence but was never formally approved by the Department.

148. Snow guns are considered ski field infrastructure; policies and objectives which relate to ski field infrastructure therefore apply.

149. Section 4.1.3, objective c is *“To ensure that infrastructure is designed and located to avoid impacts on landscape values.”* Section 5.2.4, objective a is *“To protect the*

landscape values of Tongariro National Park, utilising landscape planning methodologies.” The following assessment has been undertaken with the protection of landscape values in mind.

Camouflage (section 4.1.3 and 5.2.4)

150. Section 4.1.3, policy 2 states “*Design of infrastructure should ensure that it will blend into the environment, reducing the impact of facilities on the landscape.*” Section 5.2.4, policy 9 further requires all colour schemes to be approved by the Department and states that dark colours are generally the most effective in this environment.
151. Management planning consider a requirement for snow guns to be appropriately painted to reduce the impacts on landscape values to be consistent with the Plan.
152. The decision maker will need to consider the potential impacts of health and safety of ski-field users against the impact of facilities on landscape values. Visibility of and/or appropriate signage for snow guns should be considered under their ski area safety plans which are required under section 5.2.13, policy 1.

Removal during the off-season (section 4.1.3)

153. There are no policies or objectives which specifically require the removal of snow guns from the ski field when not in use.
154. However, section 4.1.3 requires facilities to be “*designed and sited to avoid impacts on landscape values*”. It is reasonable to require snow guns to be sited in such a way as to minimise impacts on landscape values when not in use.
155. The decision maker should consider whether the snow guns as they are currently designed and sited appropriately avoids impacts on landscape values when not in use, or if a condition should be included in the concession agreement to require their removal when not in use to avoid adverse effects.

Retention and use of some snow guns during the summer season (section 5.2.1 and others)

156. There are no policies or objectives which specifically prevent the use of snow guns during the summer season.
157. Section 5.2.3, policy 3 requires concessionaires to demonstrate the adequate provision of snow playing areas to minimise conflict with skiing activities. Management planning consider this is a requirement only in the ski season as this conflict does not exist outside of this period.
158. Section 5.2.1, policy 12 states “*Ski areas may be utilised for summer activities without expanding the range of facilities provided for the principal winter use.*” This is reiterated in section 5.2.15 objective b. Provided using existing snow guns does not have “*additional requirements*”, this activity is consistent with this section 5.2.15 which seeks to improve public access and enjoyment of the ski areas in the summer season utilising existing infrastructure.
159. This is dependent on no additional take being required from groundwater or streams for this activity to take place. An application for additional take would require further assessment under section 4.1.4, policies 3 and 4.
160. Management planning consider that needing to raise the water take for this purpose would constitute “*additional requirements*” and would therefore be inconsistent with section 5.2.15, objective b. The advisor should therefore seek clarification as to whether additional take is required or if this falls under their current allocation.

161. The use of snow guns outside of the ski season should also be weighed against other policies and objectives in the Plan which consider effects on natural values and other users.
162. Section 4.1.4 of the Plan seeks to “*maintain the quantity and quality of Tongariro National Park’s waters and snowfields in a pristine natural state*” (objective a) and “*to ensure that no adverse effects are generated on natural systems as a result of any proposal to ...extract waters*” (objective c).
163. The Plan also seeks to protect indigenous plants and restore and enhance areas where human-induced disturbance has occurred (section 4.1.7.1, objectives a and e). It also seeks to protect indigenous animals and protect and enhance ecosystems (section 4.1.8.1, objectives a and b).
164. Management planning recommend that the decision maker seeks technical advice (e.g. from a biodiversity ranger) on:
- whether the extraction of water for this purpose during the summer, where rainfall is likely to be low, will have adverse effects on natural systems; and
 - whether the unseasonal generation of snow at this location is likely to have adverse effects on indigenous plants and animals.
165. If adverse effects are likely to be generated, management planning consider this activity to be inconsistent with the Plan.
166. Policies relating to snowmaking also state that all reasonable efforts should be made to minimise noise (section 5.2.8, policy 9). It is likely that generating snow outside of the ski season will require the snow guns to be run more frequently with greater impacts on other visitors to the ski field. This should be considered by the decision maker when determining if this activity is to be permitted outside of the ski season.

New snow guns

167. As with any other infrastructure, the concessionaire will need to provide an Indicative Development Plan before construction of any new snowmaking infrastructure can take place (see section 5.2.2). This is reiterated in descriptive text in section 5.2.8. This also states: “*The technical and economic feasibility and the environmental impacts of snowmaking will need to be clearly demonstrated*”.

Community Services (6.5.10) (additional advice)

168. Section 6.5.10, policies 1 and 2 requires the department to “*provide and maintain a range of services necessary for the health and welfare of visitors and residents*” and to “*fix user charges on a full cost recovery basis*”.
169. Descriptive text in this section describes these services and lists “*sewage treatment, water supply, street lighting, rubbish collection, fire-fighting, roading (including snow clearing), the Eruption Detection System, and other normal community service facilities.*” It also states, “*Service users will be required to meet reasonable maintenance and operational costs and also, on occasion, to contribute to capital redevelopment or improvement.*”
170. The list in the description and the policy is not framed as exhaustive. The Department has discretion as to what constitutes necessary services.
171. The decision maker should include conditions in the concession agreement to require the concessionaire to pay an appropriate user charge for these services.

Reasonable cost recovery in concession processes (additional advice)

172. As part of consultation Ngāti Rangi have asked that the applicant be asked to cover the costs of iwi consultation.
173. In all concession processes, the decision maker should adhere to the protocols agreed under He Kaupapa Rangatira (section 4.1.2).
174. In section 4.4.1, policy 9, the plan states “*The reasonable costs of processing, consultation and monitoring should be recovered from applicants.*” The should policy here means that exceptional circumstances are required for reasonable costs not to be recovered (see page 5).
175. The Plan does not provide much detail on what constitutes a “reasonable cost” in this context except for descriptive text which reads:
- “*Concession fees are set at the prevailing market rate, having regard to any contractual conditions, covenants or other encumbrances.*” This refers to activity fees.
 - “*All costs associated with concessions, including processing, consultation, and monitoring, are met by the concessionaire/applicant.*” This refers to Departmental fees for cost recovery.
176. Cost recovery is outside of the remit of Management Planning.
177. However, 60B of the Conservation Act provides DOC the ability to cost recovery. DOC has a [cost recovery SOP](#) that sets out how we cost recover and at what rates. DOC's position is that all its costs will be recovered in processing applications, though there is a process for discounting and waiving fees.
178. The relevant section of the cost recovery SOP to Ngāti Rangi's question is 2.4.

Future issues - not currently included in the application

179. The following gaps in the Application have been identified by District Staff:
- Previously a concession was held by Sand Safari's on a 5-year term to transport RAL staff to Whakapapa Ski Field. Free and frank opinions [REDACTED]
 - The previous concessionaire also held a Tussock Research and Collection Permit, which has not been applied for by the current applicant.
180. Separate management planning advice on these matters can be provided when required. Free and frank opinions [REDACTED]

Conclusion

181. See recommendations above.

Appendix 1: Conditions

Include conditions in any lease or licence approved to:

- a) Require facilities to be maintained (or in future, developed) for a maximum carrying capacity of 6500.
- b) Require an Indicative Development Plan for the site with a specified timeframe and clarify works approvals will still be required for any minor or major works. An indicative development plan will also be required to enable rock grooming activities.
- c) Require a base area strategy before any capital works are applied for or approved.
- d) Require continuation of beginner ski field activities, snow play and appropriate car park maintenance.
- e) Require special consideration of areas of high natural value during any development and maintain these values or otherwise minimise impacts of development. Require an assessment of these values during the assessment of an Application for physical works.
- f) Require upgrading of existing facilities as a preference to construction of new ones.
- g) Require colour schemes of buildings to be approved by the Department.
- h) Require adequate public shelters and cafeterias facilities to be provided. In lieu of an indicative development plan, the Department will determine what is adequate.
- i) Require maintenance of the Iwikau Public Shelter.
- j) Require water take to be from the general catchment from which it is to be used, and prevent contamination unless it is discharged through a consented and monitored scheme.
- k) Require use of low use water consumption technology in public toilets, cafeterias and other public facilities.
- l) Require consultation with adjacent club license owners for snowmaking operations.
- m) Require reasonable efforts to minimise noise from snowmaking operations.
- n) Require snow grooming not to disturb ground surface and vegetated environments.
- o) Require snow fences to be dismantled and stored out of sight in an appropriate storage facility where hazards no longer exist.
- p) Ensure that when maintaining or constructing ski lifts:
 - i. Require WHL to adhere to all statutory requirements, to the Tongariro National Park Bylaws and to the Approved Code of Practice for Passenger Ropeways in New Zealand.
 - ii. When components or structures are dismantled for maintenance, that maintenance should be undertaken inside a lift maintenance facility or outside the park, where at all practical.
 - iii. No sandblasting, spray-painting or use of contaminants should be undertaken in a way which enables those elements to enter the general environment.
- q) Require WHL to prepare and annually review a ski area safety plan which includes avalanche management and volcanic hazard management. Require regular audits of these safety plans.
- r) Allow for avalanche control within and adjoining ski areas.
- s) Requiring WHL to contribute to the costs of maintaining, upgrading and evaluating the Eruption Detection System and Eastern Ruapehu Lahar Alarm System.
- t) Maintain access for GNS under their existing licence.
- u) Require the removal of redundant facilities and structures.
- v) Require the removal of all buildings, structures and rubbish in the event the license is surrendered.
- w) Require disposal of sewage through the wastewater system in Whakapapa Village and best practice management of stormwater and litter.

- x) Require fuel and sewage spills to be dealt with appropriately and signal that not doing so will result in legal action and cancellation of the licence.
- y) Signal that where monitoring indicates unacceptable ecological, physical or social impacts, restrictions may be put in place.
- z) Require any walking tracks to be marked out by the Department.
- aa) Require full utilisation of staff accommodation by staff essential for the operation of the concession.
- bb) Require a capital contribution for community services and an annual charge levied by the Department for the use of staff accommodation.
- cc) Require additional steps to be undertaken for filming, particularly where filming is of taonga beyond the mountain peaks or at >2300 ft. The applicant has not provided much detail on this matter; it may be that further concession applications are required.
- dd) Require aircraft are used for the betterment of park management only, per this spreadsheet ([DOC-7882891](#)) and legal advice here ([DOC-7882911](#)). Require additional steps to mitigate the use of helicopters.
- ee) Allow events related to skiing and snowboarding.
- ff) Require events which utilise cafeteria buildings do not require exclusive use of the buildings and any public address systems cannot be heard outside of the building. (pending further consideration by the decision maker as to whether these events can be permitted)
- gg) Allow suitable vehicle use (including over-snow vehicles) within the ski field.
- hh) Ensure dogs are only present on site where they meet one of the exception criteria listed in the Tongariro National Park Management Plan and Tongariro National Park Bylaws. It is required that dogs are actively fulfilling one of the listed purposes to be allowed entry and should be kennelled elsewhere otherwise.



Appendix 10 - Operations contributions

Critical Issue	Description	District Operations Input
Impact on the Environment		
Redundant infrastructure and structures outside the application	West Ridge Café building and the Schuss House structure both house Volcanic Safety equipment and also house power supplies. The Department needs consideration for those pieces of infrastructure. Visitor network team advice has informed that the West Ridge toilets are not necessary for the field as they have been without service for a number of years under RAL.	Free and frank opinions [Redacted] [Redacted] Concession condition should [Redacted] Free and frank opinions [Redacted] reflect that the applicant is not applying for those only.
Environmental Impact Assessment	Environmental impact assessments are noted throughout the plan at each stage where a development, variation or permission would be granted, where vegetation or roading would be managed, and in other places too. Environmental impact plans and monitoring must be done according to TNMPMP guidelines.	WHL has provided an Ecological Assessment with their application. Same clause as PTL should be included to account for any new works (109833-Ski Schedule 3 - clause 71)
Replanting along Sky Waka Gondola	The development of the Sky Waka lift required the re-vegetation of affected areas with locally sourced plants. RAL have been undertaking this work periodically	93005-FLO permits the take of tussock seed to replant along Sky Waka. This concession will need to be re-administered for WHL.
Dogs	Operational staff have repeatedly found dogs in the office at RAL or in vehicles at the ski field	Dogs may only be used for search and rescue purposes, specifically whilst undertaking search and rescue trainings or search and rescue duties. Dogs must be wearing their search and rescue harness with the relevant identifying markers. The Concessionaire must advise the Grantor of training exercises prior to undertaking the training. Broader concession clause to account for this.
Equipment held by other concessionaires	GNS holds concessions for monitoring equipment within the concession area and requires guaranteed access to this equipment.	GNS sites are tracked by the volcanic safety team, and volcanic safety equipment outside the concession application will need to be provisioned for before any infrastructure is removed: ie Schuss Haus / West Ridge Cafe not within application.

Litter management	Operational Staff have observed litter around RAL housing sites and areas of Whakapapa Ski Field and had inconsistent cooperation with RAL staff in the past. A number of aging pieces of infrastructure have been observed disintegrating under the weather conditions within the concession area, contributing to the litter on site.	Operational Staff have observed litter around RAL housing sites and areas of Whakapapa Ski Field and had inconsistent cooperation with RAL staff in the past. A number of aging pieces of infrastructure have been observed disintegrating under the weather conditions within the concession area, contributing to the litter on site.
Tongariro National Park Management Plan		
Events	Snow sport events are covered in the TNPMP, however non-snow sport related events should be considered on a case-by-case basis.	Any events other than snow sports would not have visual, noise or environmental impacts and would comply with the TNPMP and would be only appropriate on a case-by-case basis, no blanket approval.
Advertising	No advertising of alcohol or related promotion. The applicant has asked to film for advertising to promote the activity.	Blanket advertising permission should be discouraged and provided for on a case by case basis to ensure that advertising is in line with TNPMP requirements it be in line with park values.
Filming	No filming from helicopters, drone footage filming would require permission	Filming must only be granted where it is consistent with the park values.
Water take	The concessionaire takes potable water to supply Knoll Ridge Cafe from within the concession area and has applied for an easement to take water from the Waipuna stream to supply snow making facilities.	Confirm RMA permission with council and potable water take is monitored. Also see TNPMP 5.2.8 Water Uses and Snowmaking, 6.5.10 Community Services. 4.1.4 Water. 5.2.8 Water uses and Snowmaking.
Capital contributions and investment in whakapapa village infrastructure	The community services levies contribute to the waste management and water treatment services and facility maintenance at Whakapapa and Iwikau villages. These fees are collected by DOC from all concessionaires operating licences/leases for buildings in the Whakapapa area. These fees are revised annually to keep up with inflation costs from external providers.	Capital contributions are required in the plan for concessionaires who hold licences for staff accommodation as per section 6.5 of the TNPMP. MOU was held previously DOC-30656567 but contributions should be mandated to ensure systems can be upgraded and should be adjusted for inflation annually.
Wastewater systems belonging to concessionaire	Waste water infrastructure not within Whakapapa Village needs to be maintained by the concessionaire.	Concessionaire responsibility as it falls outside Whakapapa local bodies remit. TNPMP 4.1.17 Waste, Discharge.
Indicative Development Plan	Indicative Development Plans are required under the TNPMP for the concessionaire to indicate intent for the activity area.	The applicant has indicated they did not agree with the indicative development plan requirement to be submitted with the application

		and rather would like to see an approach developed in conjunction with local iwi for the 5 year review mark in the process.
Ski Field Walking Trails/Routes	A number of routes are being advertised by RAL for walking as part of their tourism marketing. These routes are not formally recognised by the Department and may not be consistent with the National Park Management Plan or the CMS for the Taupo Tongariro Conservancy. These routes have been identified by RAL and are yet to be surveyed by district operations staff. It is understood that they have had trail markers installed. They are yet to be assessed against RAL safety plan and DOC safety standards. WHL had applied for these routes in their concession application.	Currently the TNPMP requires DOC manage all tracks, and these have been established without Departmental authority, thus these unsanctioned routes are not acknowledged as tracks. The recognition of these routes as tracks would require a potential review of the Management Plan, getting said routes up to DOC standards and an Environmental Impact Assessment. These should not be granted at this stage.
Whakapapa Village Accommodation	WHL have applied for the following buildings: The Hepi Terrace Flats, Two houses on Hepi Terrace, "The Bachelor's Quarters" flats and The House behind the whakapapa visitor centre, and the Staff Quarters on Ngaruahoe terrace.	Section 6.5 of the Tongariro National Park Management Plan states that residential accommodation will be limited to essential staff only and full utilization of existing accommodation will be required by the concessionaire. Furthermore; Any service organisation, agency or concessionaire permitted to occupy land for staff accommodation will be required to pay a capital contribution for community services and an annual service charge levied by the department. Section 6.5 of the Tongariro National Park Management Plan states that residential accommodation will be limited to essential staff only and full utilization of existing accommodation will be required by the concessionaire. Furthermore; Any service organisation, agency or concessionaire permitted to occupy land for staff accommodation will be required to pay a capital contribution for community services and an annual service charge levied by the department.
Activity		

Transport staff to Ski Area	Previously a concession was held by Sand Safari's on a 5 year basis to transport RAL staff to Whakapapa Ski Field - WHL have expressed interest in transporting their own staff. This has not been applied for in this application, and will require a separate concession to transport staff.	Separate concession required.
Use of Snomax	WHL has applied to use Snomax. RAL has been using Snomax as late as Winter 2024.	Concession clause should be the same as PTL (109833-Ski Schedule 3 - clause 39). Allowing the use of Snomax from the moment the concession is granted would be inconsistent with what was provisioned for PTL. Current PTL clause has proven to be successful as a temporary measure until further information is collated for the Department to be able to provide an informed decision and solution. If granted, the operational implication would be that PTL would require approval for this use before Winter 2025.
Toilet Facilities - Exclusion of Far West	The TNPMP requires the concessionaire to maintain facilities which can support a carrying capacity of 6500 visitors.	The exclusion of the far west toilets will need to be considered in assessing whether the concessionaire is maintaining facilities to meet the carrying demands of the amenity area.
Vehicle Use	The concessionaire will make efforts to limit vehicle use on the rock garden and will notify the department where vehicle use is necessary.	Local control through vehicle movement notification process.
Aircraft use for maintenance purposes	Aircraft are essential for ski area operations as they limit the amount of heavy traffic which would move over sensitive mountain environments.	Noise should be mitigated. Aircraft landings must only be for essential operation of the licence. Helicopters will be required for moving infrastructure. DOC requires concessionaire and operator notify the department of aircraft movement through a process with the department
Public Safety		
Avalanche Control Outside the ski area boundary	Current concession does not specify that avalanche control needs to happen both within and outside the ski area boundary. This activity needs to be allowed for Public Safety reasons.	PTL's concession is currently going through a variation to include this – clause in WHL's concession should be aligned with this.

Safety Plan	Concessionaire will need to provide a current Safety Plan before the commencement of the activity and certificates from a DOC authorised Auditor.	RAL's Audited Safety Plan will suffice to commence the activity, a new Audited Safety Plan should be provided within 6 months of the commencement of the activity. TELARC is DOC's authorised safety auditor. Clause should reflect the same one used with PTL as this has proven to be successful last year.
Rahui kaupapa	Iwi want Rahui Kauapapa to be adhered to and that these be binding to suspend the concession temporarily.	Tongariro Alpine Crossing concessions include a clause where the Grantor may instruct the concessionaire to cease activity for a specified time.
Public Shelter	The concessionaire is required to provide 24/7 shelter within the concession area for the benefit of public safety.	The exclusion of the Far West cafe and toilet block from the application means this facility will no longer be available and the toilets no longer accessible. Visitors will need to traverse back to the base area for shelter at Iwakau before whiteout conditions settle in.
Lahar protection structures	Skippers Canyon Lahar gates sit within the skifield. There are WLAWS systems across the ski area for protection of ski field users from the threat of lahar. Lahar infrastructure whakapanui on Sky Waka course	4.1.14.1 TNPMP Volcanic Hazards. Policy 1 states "Concessionaires and agencies who benefit from the systems will contribute to the costs of evaluation and upgrades.
Volcanic Alert Network	To maintain the network of Lahar Warning System infrastructure on Whakapapa Skifield in areas where Lahar Risk has been identified by the Department. Operational costs need to be considered for and the system needs to be maintained.	Operational staff have an outstanding MOU with RAL which describes the responsibilities and expectations for the maintenance of the WLAWS safety system on Whakapapa Ski field. DOC - 7234922. Power supplies to this needs to be accommodated following West Ridge Cafe exclusion.



Appendix 11 – Visitor Service Advice

Request for Recreation Comments - Whakapapa Holdings Limited 2025			
To	Lynette Trewavas, Senior Permissions Advisor		
From	Tamzin Moore, Senior Visitor Advisor		
Date	17/02/2025		
Purpose	To provide a recreation impact assessment on a new concession application for the Whakapapa Holdings Limited (WHL)		
Assyst Request	R282255		
Permissions Team Lead	Sharon Te Whaiti Rowe		
Permissions Regulatory Delivery Manager	Stephanie Bowman		
Report prepared by:	Role	Signature	Date
	Senior Visitor Advisor Tamzin Moore	Privacy of natural persons	17/02/2025
Executive Summary			
<p>Whakapapa Holdings Limited (WHL) are seeking a new 10 year licence and lease to continue operation of recreational and tourism activities on the terrain within the current Whakapapa ski area boundaries. In effect, the same licence granted to Ruapehu Alpine Lifts (RAL) which has developed and operated the Whakapapa Ski Area under this concession 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).</p> <p>WHL seek a licence with an initial term of 10 years, with a review at 5 years. 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 granted in 2016.</p> <p>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.</p>			

Context/Site information	
Site Name	Whakapapa Ski Field
Background	<p>Whakapapa Ski Area (550ha) is located on the north-west side of Mount Ruapehu in Tongariro National Park. Mount Ruapehu is the north island's highest peak at 2,797m asl. The ski area terminates at 2300m and although it does not extend to the peaks of Mt Ruapehu it does encompass some of the Gift Area (Tuku Area) of the National Park which commences at approximately 2080m.</p> <p>In winter the snow level tends to be around 1,400m asl and in summer the upper mountain retains pockets of permanent ice, glaciers and snow at levels above 2,300m</p> <p>The Whakapapa Ski Area includes the upper reaches of Bruce Road, the Iwikau Village and the associated ski infrastructure. The ski infrastructure is characterised by large parking areas, offices, maintenance areas, rentals, retail and café services, chairlifts, T-bars, lifts, the Sky Waka and other surface lifts within the Ski Area boundaries.</p> <p>There are also approximately 47 club lodges located in the ski area and concentrated at Iwikau Village. The club lodges are not owned by RAL and do not form part of this concession.</p> <p>The ski field base area is located at approximately 1,630m asl and the highest lift point is at approximately 2,300m asl. The level of infrastructure generally decreases with altitude with only a few lifts and relatively few buildings at the upper reaches of the ski Area.</p> <p>Ruapehu Alpine Lifts (RAL) have developed and operated the Whakapapa Ski Area since 1953 and are now seeking a new, and fourth, 10 year licence to continue operation of recreational and tourism activities on the terrain within the current ski area boundaries which will supersede a previous concession granted for 60 years in 2016.</p> <p>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. No changes to the existing boundaries of the Ski Area are proposed and the design carrying capacity will not exceed, and will be significantly less than, the carrying capacity provided for within the Tongariro National Park Management Plan.</p> <p>The application is for the continuation of an existing activity with no new lifts currently planned for. Over the term of the concession, there is proposed to be a net decrease of infrastructure especially for any redundant structures. The redundant structures are expected by the application to be removed by the Department.</p> <p>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</p>

	<p>including the provision of toilets, car parks, cafes, storage sheds, retail, three waters, rubbish control and maintenance/machinery.</p> <p>The applicant is also seeking for the continued use of Staff accommodation within Whakapapa Village that was granted in 2016. WHL commits to maintain these buildings.</p>
DOC District(s)	Tongariro District (Whakapapa)
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 managed by DOC such as Ohakune Walks are typically Local Treasures or Back Country experiences in this area.
Visitor Group	Typically, Day Visitor or overnight users of the ski lodges. 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.
Visitor Demand	<p>The Whakapapa Ski Area attracts in excess of 130,000 day visitors over the winter season, with the majority of visitors being North Islanders and New Zealanders. The Sky Waka has contributed to a significant increase in day visitors visiting the maunga who do not ski or snow board.</p> <p>For the winter season, the applicant proposes the design carrying capacity is 5,500 visitors per day to reduce congestion on the ski field. The TNPMP identifies the comfortable carrying capacity of 5,500 skiers per day. Iwi support this figure with a review option if this unmanageable. It is not clear in the application around the distinction of skiers/riders versus day visitors who may visit the base area.</p> <p>Winter activities typically include skiing, snowboarding, mountain climbing, rock 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.</p> <p>Parking up at Iwikau Village has been an ongoing problem especially on blue bird days and weekends. During Covid the previous concessionaire RAL introduced bookable parking that worked well.</p> <p>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</p>

	<p>Iwi and all stakeholders but not within the first 5 years of the lease agreement.</p> <p>There is no information for the ski field from the Strategic Intentions Tool or investment group as part of DOC process and systems as they are not DOC assets.</p>
Partnerships/ Stakeholders	<p>WHL have advised in their application that they been consulting with Ngāti Tuwharetoa, Ngāti Rangī, Ngāti Haua and Uenuku regarding the Whakapapa licence application since early 2023. A cultural impact assessment report has been included with the application written and supported by Ngāti Hikairo ki Tongariro built on from previous strong relationships with the previous entity RAL and the then CEO of RAL.</p>
PCL/Private land ownership	<p>PCL – Tongariro National Park.</p> <p>There was a previous MOA signed in 2004 DOC-3065657 between the Stakeholders and the Department around visitor numbers, comfortable carrying capacity, wastewater contributions and cost recovery. This agreement relates to RAL including other stakeholders and should be updated to reflect any changes from 2024.</p>
Heritage and Visitor Strategy and Goals	<p>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.</p> <p>I note there is reference to the Historic building Stone Building on the ‘Staircase’. This building was the original drive terminal of the Number 2 Single Chairlift installed in 1956. The Chair lift was removed in 1976. WHL wishes to pass this structure back to the Department or the Tongariro Natural History Society. It is recommended that a Senior Heritage Advisor provides advice on this matter.</p>
Statutory and non- statutory documents	<p>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.</p> <p>The Ruapehu Destination Management Plan Ruapehu Destination Management Plan 2023 ISSUU compressed.pdf (visitruapehu.com)</p>

	<p><i>He mana te taiao, ko ana kai he kōrero. The paramount mana of our natural environment protects and provides for the wellbeing of all.</i></p> <p><i>Ko te tiaki i te ao me ngā taonga katoa hei oranga mō tātou, mō ngā uri whakatupuranga</i></p> <p><i>Presence and expression of the preservation, guardianship and enhancement of what we have for the future benefit of all</i></p> <p><i>Ko te mea nui ko te mana o te taiao, o te whānau, o te hāpori me te iwi</i></p> <p><i>The presence and expression of mana enhancing behaviours and practices in everything we do across our shared region</i></p> <p><i>Designing our own Ruapehu</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>Mā ngā tikanga Māori te ture, te aronga Māori e whakatinanatia</i></p> <p><i>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.</i></p> <p>The DMP for Ruapehu puts the environment at the centre of its outcomes it seeks to achieve and wraps the economic and te ao Maori 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.</p>
Visitor Risk Management	<p>The applicant states that there is a comprehensive Whakapapa Skil Field Comprehensive Safety Management System in place and that the SMS is reviews on an annual basis and approved by the Department. If not done so already I would seek advice from the Visitor Safety Team.</p>
Climate Change Considerations	<p>Due to climate change and the potential reduction in snow falls over winter</p> <p>Free and frank opinions</p> <p>Consider requesting the application to prepare a climate change adaption management plan to</p>

	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. It is not an experience that is operated and provided directly by the Department.
Recommendations	<p>The following comments are made for consideration from a recreational perspective to potentially be developed into conditions:</p> <ol style="list-style-type: none"> 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 building, security or safety matter between the license and lease areas, and this is clearly shown on a map. 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, Whakapapa Ski Area Lahar Alert and Warning System (WLAWS) avalanche, weather and closure events, transport accidents, traffic management that aligns Comprehensive Management System. Clarity around who will contribute costs to maintenance and upgrades as per the MOA between DOC and previous concession holder. Will the MOA need to be updated in light of the change of the concession? 3. Clarity over who maintains and contributes (opex/capex) to what sections of the Bruce Road, access road to the ski field. 4. How the winter parking will be managed on site at Iwikau and whether a car booking system will be implemented that has been used in the past to help manage visitor numbers to the ski field. 5. That the 2004 Memorandum of Agreement MOA for Whakapapa and Iwikau be updated between the Department and WHL to accurately reflect the current cost implications and any other ancillary requirements. 6. That any IDP be approved by all parties and is consistent with the Tongariro National Park Management Plan (TNPMP) and Tongariro Taupo Conservation Management Strategy (TTCMS) and any upgrades seek works approval from the Department. 7. 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, with a review clause after 5 years. 8. That the applicant prepares and submits a climate change adaption management plan, including the removal of any redundant infrastructure in ownership of WHL. 9. 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. 10. That the applicant submits true and accurate annual ski and visitor numbers and complies with the carrying capacity as per the TNPMP (and DOC monitors this). 11. That the applicant explores transport options from Whakapapa Village and National Park to manage visitor numbers and capacity at the ski field particularly on busy 'blue bird' sunny days and weekends, traffic management plan.

	<p>12. 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.</p> <p>13. Monitoring by the Department (staff time/mileage) should be undertaken at the expense of the applicant:</p> <ul style="list-style-type: none"> • 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
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Appendix 12 – Ecological Advice

MEMO

DATE: 23/01/2025

TO: Lynette Trewavas

CC:

FROM: Paul Cashmore (Technical Advisor (Flora))

SUBJECT: Comments on AEE for Whakapapa Holdings Concession Application for Whakapapa Ski field

I have read thru and assessed the AEE document from [Privacy of natural persons] Ecological Solutions as part of the Concession Application by Whakapapa Holdings Ltd for the Whakapapa Skifield operation. I have made these comments in conjunction with the DOC Guidelines: **Terrestrial Ecological Framework for considering long term concession renewals for ski fields** <https://doccm.doc.govt.nz/wcc/faces/wccdoc?dDocName=DOC-6280581> which outlines the ecological considerations which should be taken into account in a concessions renewal process. These also provide potential concession conditions which should be considered to address some of the potential environmental issues which are commonly encountered with ski fields.

I have assessed the AEE and have the following points to make:

1. I would consider the AEE to be a fairly comprehensive assessment undertaken by a very competent ecologist [Privacy of natural persons] with good local knowledge of the areas concerned and environmental issues associated with the Whakapapa area and the wider Tongariro National Park (TNP).
2. The report provides a detailed description of the plant communities and significant flora and fauna known to be present within the Whakapapa Ski Area. The report describes the current effects of the skifield infrastructure and the effects of the day to day management of the ski area operation. In summary the report provides adequate information to assess the effects of the ski field operation
3. The report describes in detail the operating procedures undertaken to avoid adverse effects of skifield operation on TNP.
4. The report describes how there are localised impacts on vegetation and soil from visitor use over the summer months in several areas in particular Meads Wall. However both this report and the Whakapapa Holdings Ltd application note that this has most likely occurred as a result of use from multiple user groups rather than just from the skifield area users. The report notes that remediation of this vegetation damage should only occur if formed tracks were developed but this would involve input from the Department of Conservation so is not the sole responsibility of Whakapapa Holdings Ltd. Therefore it maybe difficult address these issues directly through the concession process.
5. The report also notes the difficulty in assessing any long term changes in ecological effects from the previous and potential future skifield operation due to a lack of environmental monitoring, in particular related to water quality in streams flowing from the skified area and from changes in

vegetation cover and erosion from visitor use described in (4) above. Current information is described as “largely anecdotal” and as a result recommends “repeat monitoring and quantification would allow trends over time to be determined”. While the Cheal Consultants report states on page 38 that “none of these recommendations are currently areas WHL would have responsibility for” it should be considered that the Grantor (DOC) could direct the concessionaire to undertake a programme to monitor and report on

the environmental effects of the Concessionaire's use of the land and conduct of the concession activity or that monitoring fees can be directed toward this task. To address these I would recommend proposed conditions are added to the concession in regards to

- That an Ecological Survey and Mapping of vegetation (including ecological weed species distributions) for the entire lease area will be completed within the first year of the execution of the concession in conjunction with scope and design agreed by DOC. This will form a baseline for monitoring future changes and should be repeated at 10 year intervals.
 - Additional Ecological Survey and Assessment will be undertaken to support applications for major modification/upgrading of facilities
 - That a plan for regular monitoring of water quality on Waipunga Stem and Whakapapiti catchment downstream of the Skifield Area is designed and implemented as agreed by DOC. This will form a baseline for monitoring future changes and should be repeated at regular intervals as agreed by DOC (this requires further input from DOC freshwater experts).
6. The report states as no further development is proposed within 10 year time frame being applied for in this concession there is no mitigation required. I would agree with this assessment.
 7. The report concludes that “ongoing management and operation of the Whakapapa Ski Area should pose negligible effects to natural values of the Ski Area as long as best practice systems currently in use are adhered to”. Based on the current information provided and existing knowledge of the area I would agree with this assessment.

Summary

I agree with the AEE provided that the overall environmental effects of the proposed Whakapapa Holdings Ltd application for the Whakapa Ski Area have been adequately assessed and described and are largely minor and no mitigation is required. However, there are some requirements to improve environmental monitoring aspects of the operation especially relating to vegetation and freshwater that should be considered as conditions of the concession.

Appendix 13 – Commercial information

Fee Assessment - Staff Accommodation Whakapapa Village

Context

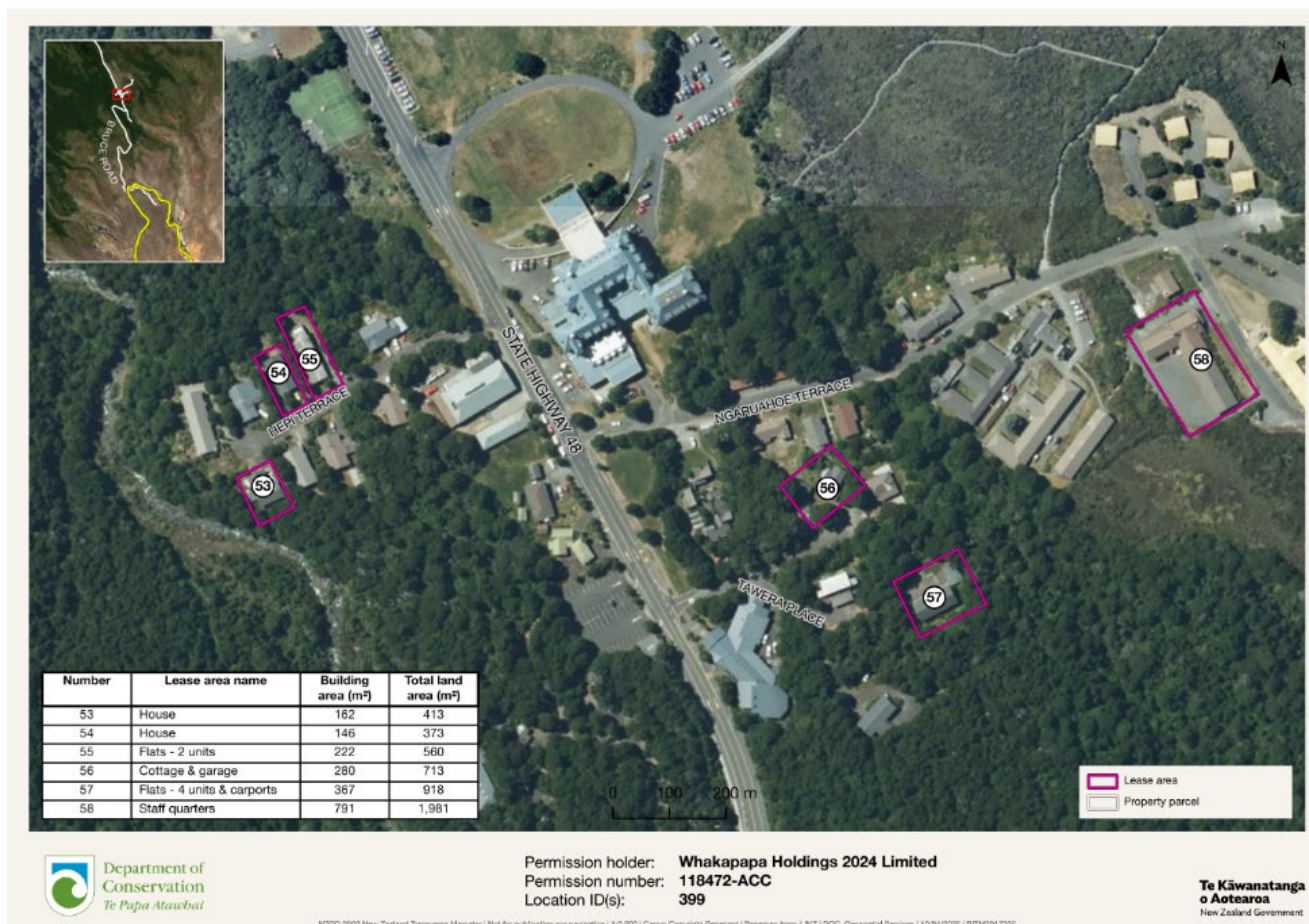
Six buildings in the Whakapapa Village are to be included in the new Whakapapa Ski Area concession to provide staff accommodation on site.

Staff accommodation facilities are typically charged at a percentage of land value, between 4 % and 6%, or at a rate determined by a per m² fee.

Negotiations, Free and frank opinions



The six sites are indicated in the image below



Recommended Fee

To determine the recommended fee, first, we need to determine the land value for each of the six sites. To do this, we have considered two options, outlined in the tables below.

The first option applies [Negotiations, Free and frank opinions, Commercially sensitive]

[Redacted]

The second option uses [Negotiations, Free and frank opinions, Commercially sensitive]

[Redacted]

Based on this information, I recommend that the fees in [Neg., Comm. sensitive] outlined in full the appendix below, be applied to these sites.

[Commercially sensitive, Negotiations]

[Redacted]

A market valuation should be obtained at the first fee review to determine the market fees at that time.

Decision

Pursuant to the Conservation Act 1987, the recommended fees are:

Approved / ~~Declined~~



Signed by Kirsty Cameron, Commercial Manager

Pursuant to the delegation dated 9 September 2015

Date 12/04/2025



Appendix Option 1 – Land Values as attributed to each site

Negotiations, Commercially sensitive

Previously called	Street Location	Number	Lease area name	Total land area	Negotiations, Commercially sensitive	Fee
House 2	Hepi Terrace	53	House	Negotiations, Commercially sensitive		
House 1	Hepi Terrace	54	House			
Flas x2	Hepi Terrace	55	Flats – 2 Units			
House & Double Garage	Tarewa Place	56	Cottage & garage			
Singlemans	Tawera Place	57	Flats - 4 units & carports			
"Staff Quarters"	Ngaruahoe Terrace	58	Staff quarters			

Option 2 – Land Values as attributed to each site

Negotiations, Commercially sensitive

Neg., Comm. sensitive

Previously called	Street Location	Number	Lease area name	Total land area	Negotiations, Commercially sensitive	Fee
House 2	Hepi Terrace	53	House	Negotiations, Commercially sensitive		
House 1	Hepi Terrace	54	House			
Flas x2	Hepi Terrace	55	Flats – 2 Units			
House & Double Garage	Tarewa Place	56	Cottage & garage			

Singlemans	Tawera Place	57	Flats - 4 units & carports	Negotiations, Commercially sensitive
"Staff Quarters"	Ngaruahoe Terrace	58	Staff quarters	

Appendix 14 – Summary of views presented by Sam Clarkson

Sam Clarkson is the owner of the Skotel Alpine Resort, a hotel that operates under a concession in Whakapapa Village. Mr Clarkson has concerns with WHL's application to use six houses in Whakapapa Village for staff accommodation. He has raised these concerns through correspondence with the Department (including to you), in meetings with Department staff, and through his written and oral submissions. Mr Clarkson has asked that his views are presented to you directly for you to consider when making your decision.

Mr Clarkson's views are summarised in the section of the report dealing with the staff accommodation houses. This appendix sets out his position in more detail, including providing his full submission.

Mr Clarkson's position refers to a decision the Department made under s17ZG(2)(a) of the Conservation Act that restricted concession applications to use the houses from all applicants unless they were also applying to operate Whakapapa ski field. This decision was made based on the Department's understanding that use of the houses is essential for the successful operation of the ski field.

Mr Clarkson's views:

- Mr Clarkson is seeking that you:
 - Decline WHL's application for a concession for the six Whakapapa houses.
 - A discussion between the Department and all operators requiring staff accommodation in Whakapapa Village to agree a fair allocation of properties that meets everyone's needs; if that is not an option, the opportunity to participate in a competitive allocation process that will determine who holds the concession for the houses.
 - Acknowledge that the Skotel is acknowledged as an essential service as it provides benefit to users of Whakapapa Village including shelter and toilets, and therefore has essential staff accommodation requirements that should be considered.
- It is unfair that WHL (and the former operator of the Chateau Tongariro, Kah New Zealand Limited) had access to staff accommodation and workshop facilities while the Skotel does not. Mr Clarkson feels completely bypassed in discussions about the Whakapapa houses.
- The ski field operator does not require the houses for the operation of the ski field. On this basis, Mr Clarkson considers the Department's decision to run a process under s17ZG(2)(a) was based on incorrect information.
- As the Skotel is the civil defence assembly point for Whakapapa Village, it has greater needs for staff accommodation in the Village, and its use of the houses would be more consistent with the Tongariro National Park Management Plan.
- There is enough accommodation in Whakapapa Village to meet the needs of all operators. Mr Clarkson has shared a map with the Department that sets out how he thinks buildings in Whakapapa Village could be fairly allocated.
- Mr Clarkson is particularly interested in one building, the large 'backpacker-style' accommodation building located near the Skotel.

Mr Clarkson's submission in full:

WHL Submission

By Sam Clarkson

I wish to be heard.

Firstly, my background:

I have been associated with Ruapehu for almost my entire life. My parents bought us skiing in the holidays from 8 years old. We were members of Havelock Ski Club I moved to

National Park village early 80's. Worked at the Chateau, Happy Valley, Ski instructing amongst other things. Fun times!

I operated Chateau Service Station.

I have owned Edge to Edge Ski Snowboard & Alpine specialists since 1991 through to today.

In 2018 my wife & I purchased Skotel Alpine Resort, thus I am a concessionaire.

I spent 19 years associated with National Park school as my kids grew, during which time I was integral to the creation and operation of it's very successful ski academy.

I spent years on the RSS (Ruapehu Snow Sports) committee, dedicated to development and training of all forms of snow sports including both ski & board, both alpine & freeride. I was awarded honorary life membership in recognition of my contribution.

Likewise, I spent years on the committee of NIPS (North Island Primary School Ski champs). We ran the largest annual event on Ruapehu year after year, bringing hundreds of schools and thousands of kids to our beautiful Maunga to experience the thrills, joy and tears of ski/board racing.

I am a member of the NPVBA the local business association.

I am a member of NZSIF the ski industries federation I am an RAL shareholder I am a Life Pass holder (LPH)

I am on the committee of RSSA

I was elected to represent LPH on the RAL Voluntary Administration Creditor Committee Subsequently this morphed into being elected to represent LPH and other unsecured creditors on the RAL Creditor Liquidation Committee.

I believe the combination of those roles and years of experience qualify me to speak with some authority. I doubt anyone else could claim broader or deeper immersion in Ruapehu and the ski industry.

I believe I stand out as THE person who raised merry hell at RAL AGM's. Year after year I burrowed into the RAL annual reports and undertook to ask question after question of Sec 9(2)(a) the Management, Board & Trust. I just knew things were heading the wrong way and did not hold back in raising my concerns. Unfortunately, I was right. To highlight my concerns, as I watched RAL circling the drain, I teamed up with Robert Krebs and we produced two Alternative Reports. We undertook a thorough analysis of the books and performance of the operations. The resultant reports were as comprehensive as could be achieved without access to inside data, to produce anything similar commercially would have cost a lot. I wish to remind readers these all happened a year PRIOR to the Voluntary administration. Those reports were presented to the Board and.....promptly ignored. Yet we were right. I attach both as part of this submission.

The response to those reports was actually downright hostile (yet it's worth noting that nobody ever came forward and pointed out anywhere where we got it wrong). However, that hostile response highlighted some undercurrent that I believe leads directly to where we find ourselves today.

I have little respect for those who sit on the sidelines of an organization and take potshots. I am not one of those people. To back up my concerns I was prepared to step up to the plate. I stood for the RAL Board immediately post presenting the Alternative reports to RAL. The bully-boy tactics of the Board members at that AGM are both disturbing and comical. The Trust, of course, wielded their vote to swat me down.

At the core of this submission is a contention that, right from back then, there has been a pre-determined agenda of privatisation. Nothing was going to deviate them then, nothing has deviated 'them' since.

Throughout my time I have always been a champion FOR RAL. It has always been curious to me those that interpreted my questioning of things as my being anti. I was anti they way

things were being run, but remain, to this day, a staunch supporter of the Not-For-Profit, Public-Benefit-Entity model. (NFP) (PBE)

It is for that reason I oppose the current application for a concession to be granted to WHL. Neither NFP nor PBE were the cause of the demise of RAL. Nor is WHL the solution.

I was elected to represent the thousands of life pass holders in the ensuing insolvency. It is a privilege to be entrusted to fight the good fight on behalf of Ruapehu's most loyal skiers (and boarders too!) spanning across generations. It is a task I and my colleagues have thrown ourselves into. I am proud of all our efforts.

I have never gone broke thus I entered the world of insolvency as a complete novice. It certainly has been a learning curve! Naive me, I thought highly paid professionals would sit down and rollup their sleeves to 1: ascertain what went wrong. 2: work with all options to thrash out the best solution.

I was right about the highly paid, wrong about everything else.

I have attended meetings with Administrators, Bureaucrats, Consultants, Receivers and more. The first question I asked of all of them was always the same: Why did RAL go broke?

I was genuinely shocked that none of them ever knew! Neither did they seem to care. The overall impression was that we were a nuisance to be gotten out of the way, so that the pre-determined agenda of privatisation could proceed. MBIE refused to participate in even a single creditor committee meeting, plainly they had zero interest in discussing anything. If we put up reasons, they dismissed them, if we put up resistance, they just revved the liquidation bulldozer harder. When presented solutions, they buried them as fast and as deep as possible.

Privatise, privatise, PRIVATISE is their only mantra.

I attach to this submission an email I sent, just on two years ago, to try to get them to take a fresh approach. "RAL, a road to decline" (I have redacted a very small part right at the end to keep a couple of names out of the picture as they are irrelevant to the point)

I urge all to read it as it tells the story of why NFP and PBE were never the problem and that privatisation is not the solution, especially WHL, given its directorship. (Just remember when reading this, it was written 2 years ago, so must be interpreted in that light, some things have moved on)

Gloat....it is a term that incorporates some kind of joy...thus it is the wrong word here.....but the term "I told you so" is an absolute bullseye.

We were right, MBIE were wrong.

Our modeling was correct from before RAL went broke, our modelling throughout the insolvency has proven accurate and the solution we have ordered was, and remains, correct.

Meanwhile MBIE and it's arrogant, overpaid consultants have been wrong throughout. Their modelling of the SkyWaka was wrong, their financing was flawed, their inflexibility once COVID etc rolled into town is what has pretty much directly what has led to this mess and it's subsequent dragging on for over 2 years since. I am incredulous as to how the very same people who made such a mess of the SkyWaka were left in charge to negotiate the solution. Yet here we are.

The amount of taxpayer money that has been poured into a liquidation industry to get to where we are today is an absolute disgrace. It is a fiscal scandal.

That the solution was put to them two years prior and remains to this day was of no relevance to them. The pre-determined agenda shall be adhered to!

A change of government gave us hope that we might gain audience with the new minister(s). Not to be. The minister in charge of MBIE (Hon Jones) would not see us. I gave up on MBIE and pivoted to DOC.

I requested to meet with the Minister of Conservation (Hon Potaka), ordering to present a solution to the hoary problem aka RAL, again.... declined.

This is where it gets interesting...

I was never told why the meeting was declined.

However.... Some months later a redacted OIA email landed in my inbox (not my OIA) that plainly related to me. It is attached.

It is an internal memo with an official advising the Minister as to why he shouldn't meet with [redacted]... (except it's blindingly obvious that "Mr Clarkson" is). It makes for extraordinary reading. I will speak to that more fully at oral submission time.

What it points to is either, government bureaucrats determined to prevent any version, other than their own, getting in front of any minister. (Did Jones receive something similar?) and/or Ministers deliberately avoiding hearing anything other than the bureaucrats. So as to have some kind of plausible deniability?

Minister Potaka, I am speaking directly to you now.

There is an alternative to the privatisation /new concession option application before you today.

MBIE created a mess and, just as in the highly flawed Tūroa concession process, have dumped it on DOC's lap to clean up.

The alternative solution was presented as a Deed of Company Arrangement at the June 23 Watershed meeting. It received overwhelming popular support, north of 72%, but was voted down by a \$\$\$ voting block of MBIE/ANZ/DOC.

The subsequent receivership means that a DOCA is no longer the correct legal mechanism, thus a similar proposal would legally be a Creditor Compromise.

We propose a Creditor Compromise.

The details of the (then) DOCA will need to be adjusted to reflect that it proposed retaining Tūroa along with Whakapapa which, of course, is no longer the case. Notwithstanding that adjustment the fundamentals of the proposal remain the same, namely:

Retain RAL ltd and its existing concessions.

Forgive the Crown debt.

Invite Iwi to take up Trustee positions on the RAL trust. (but with a minor tweak to the Trust Deed)

Retain Life Passes (but with conditions)

The details of the financial modelling I will not include here, they can easily be discussed later. I invite viewing of the Liquidation Committee submission; it lays out a little more detail of financial projections.

I will make these observations though: 2024 was the first season that RAL has operated as a stand-alone Whakapapa in a generation. Despite being under the burden of receivership, despite very disappointing snow, despite a recession...it made money! Again, we modelled that and again, we were right. I had been advocating, for years, that RAL get back to basics. Stick to Ruapehu, stick to the Alpine and stick to Lifts. The trauma and uncertainty of the insolvency has pulled RAL's head out of the clouds and forced them (kicking and screaming?) to do just that. Guess what, it worked!

The Crown debt is gone regardless, it's a zero-sum game.

Sec 9(2)(a) Iwi/Hapu on the trust is pivotal here. It gives them edective ownership of the skifield (55%), this has important implications. It retains the vital 60-year concessions and puts them under the guardianship of the very people who should be the Kaitiaki. It allows the Skifield to get on with the job.

It allows Iwi to learn about the operation of Whakapapa, but not (yet) be the managers. It allows the TNP treaty settlement all the time it needs to be negotiated and concluded, be that 15 weeks or 15 years, the two can run in parallel.

Life passes will be reactivated, but not for free! Thus retaining Ruapehu's most loyal individuals and families.

This is by far the best deal for the taxpayer, for the iwi and for the skiers. It is the most closely aligned with the core values of National Parks...to preserve and protect in perpetuity and to provide for benefit, use & enjoyment.

Our proposal is the only one to shoulder our responsibility to clean up the highly disrespectful mess left by previous RAL management, namely the redundant infrastructure.

Our proposal is the only one to retain money in the local economy (surely that was the goal of the Provincial Growth Fund right from the outset?)

Our proposal is the only one to put Iwi in control from the beginning, throughout and at the end of the TNP treaty settlement.

It allows the Iwi and Skiwi alike to learn the benefits we all bring to the table and enjoy the amazing joy Koro Maunga offers.

I will now counterpoint the privatization proposal.

It requires a new concession, this achieves nothing. There is a perfectly (possibly imperfectly?) workable concession that can continue, without delay. It is seamless. The problem with a new concession is that it requires time and expense to reproduce what already exists, but to what end? One only need look to the recent Tūroa concession to see a very messy outcome that has, to put it mildly, pissed Iwi off! This means going back over it again and again. Even if that is sorted, it is still only a temporary measure. I will guarantee that this concession cannot foresee the post TNP future. Upon settlement of that treaty process it is almost inevitable that any concession will require revision. So why bother? Retain THIS concession, use it as the framework to finalise the post TNP landscape. It is only a temporary measure regardless; it is for only 10 years. This is a dreadful situation that pretty much compels any private enterprise to move immediately to suck out what they can, while they can. No strategic planning can occur. Sounds like the RAL of old...reactive, not strategic.

The applicant talks about learning what Iwi want. I have been on a journey of learning with Iwi and Hapu throughout this process. I have been shocked to be told that they have heard very little from WHL. By 'they' I mean multiple Iwi groups. I get the feeling that WHL have barely begun.

Our proposal puts Iwi right at the heart of co-governance right from day 1.

The WHL proposal turns its back on Life Pass Holders. I find this extraordinary.

It staggers me that any business would cut off its most loyal client base. Surely they have heard the willingness of that community to, far from be a bunch of freeloaders, front up with more money! Our modelling put that at many millions. WHL have never engaged at any level.

Dave Mazey, you sold those life passes. You persuaded hard working kiwi families to front up with a lot of money. They fulfilled their side of the contract in trust and good faith. For you to then turn around and betray that deal, to take their money and turn it to your own private profit? Let's just say that is not how my moral code works.

Ditto the redundant infrastructure. Pretty much all of it dates from your era as RAL CEO. Yet you're proposing the taxpayer have your cast-ods, so you can personally profit. What say you to Iwi? What say you to Kiwi taxpayers?

Given the above, I see a wish list for tower snowmaking guns. Tower guns require foundations. I certainly can't speak for Iwi, but I can imagine a little awkwardness when going to ask to pour more concrete.

WHL present three directors with ski industry pedigrees. I acknowledge their skills and experience. (I personally have neither met nor spoken to, Tom Elworthy of Bridget Legnavsky) However they are not the only ski industry experts around.

It has been said of our proposal to put Iwi in the 55% ownership position..."what would they know about running skifields, they'll just f it up". Ignoring the implied racism there, it's actually a fair question. The answer is that they know that and that, right from the outset, we and others have worked with them to assemble an impressive team of industry professionals. I am confident that the skills in our camp easily match, if not eclipse, those of WHL. (and, no, none of them are members of RSSA, we aren't in the business of running skifields).

Looking into the future is an absolute intention to apprentice local youth through to highly qualified and skilled international careers in the ski and tourism industry. That includes highly specialized ropeway and mechanical trades, equally specialized snow safety qualifications, and more. This is a huge opportunity that a NFP model can allocate more funds to than any private model. Not all dividends are purely monetary.

I will point out that Iwi can readily bring a lot of expertise to the table. They have access to huge resources (and have some damned smart cookies behind them). Far more so than private investors. I believe only they can weave the skifield into a broader whole spanning the entire central North Island. WHL, on the other hand will, by definition, have an imperative to suck money away to the South Island.

Financially, I am confused. MBIE shot down the original RSSA/DOCA accusing that proposal of not having money, yet here we see WHL being granted a \$5m loan purportedly to assist with the purchase of RAL. This simply does NOT inspire confidence. They need a loan right from day 1? You're kidding me, right?

Throughout this appalling process there has been a common playbook. It has been rolled out again and again.

Brinkmanship.

From the RAL AGMs right through to this application we have been always given one choice.... "You must vote for XX, or the skifields will close!"

Vote for the convertible notes or you won't get the 2018 season

Vote for newco or the Giant won't get rebuilt

There are many examples but the most outstanding was the Watershed meeting.

MBIE and its lawyers had fought and bullied, trying all they might to stop the DOCA being presented at the Watershed. But we had an absolute legal right to put it to a vote, so presented it was.

It was the most extraordinary spectacle. The PTL & WHL options (Separate & privatise!) were presented as the only sensible ones and that failing to vote for them would be an absolute catastrophe. The 2023 season would be in peril!

The Administrators were asked (from the floor) 4 simple questions.

1: Have you seen the bids?

2: Have you verified their finances?

3: Do they have concessions?

4: If not, do you know how they will obtain concessions?

Answer: No. No. No. No.

Oh, but please vote for them as the alternative is a disaster!

How could any responsible delegate vote for such a debacle?

What a disgrace.

The DOCA gained over 72% approval, yet the liquidation industry ganged up in a stunning display of abuse of power and voted it down.

Guess what, the world did not end! The doomsday scenario was entirely a mirage.

I am reminding everyone of this for two reasons.

Firstly, you are not obliged to support WHL because there is no alternative. There is.

Secondly DOC you are not the pet of the liquidation industry, you are beholden to The Conservation Act and the National Parks Act and associated policy documents. The receiver does not own the concession.

The Minister of Conservation has the authority to issue, to keep or to cancel concessions. NOT MBIE. Retain the existing concession.

Do not repeat your appalling behavior of June 23.

Hon Potaka, you are also minister of crown/iwi relations. I put it to you that you have the opportunity here to score a great win or do great harm to those relationships. Do the right thing, please.

WHL have also applied for a license/lease over 6 buildings in Whakapapa village as staff accommodation. A problem has arisen as Skotel has put in a prior claim on those buildings for its staff accommodation. I have had considerable correspondence with DOC on this matter. I will not go into detail here as DOC are already fully aware of the matters raised. I am flagging the issue here at submission time and ask that this be taken as my requesting all the aforementioned correspondence be considered as part and parcel of this.

To very quickly background those curious. Whakapapa Village is a mess, nobody can deny that, for a myriad of reasons, it is in a neglected sorry state. The concerns around staff accommodation are valid and important for all operators in the Tongariro National Park. The 6 buildings ex-RAL are NOT assets of RAL ltd; they are not under the jurisdiction of the Receiver. Skotel has made a claim on them and we have requested no decision be made re those buildings pending a more comprehensive korero around all the Whakapapa Village buildings, Chateau, RAL, DOC, Skotel, the lot. Such a discussion need not delay anything to do with the skifield operations. Happy to discuss with anyone who would like to know more.

You may have noticed a recurrent thread throughout this submission of dissatisfaction with the process, of pre-determined agendas. I firmly believe this is still in play. That, along with the brinkmanship mean that my efforts and this submission are likely just a waste of time. The Tūroa concession process seemed to be a mere tick box exercise to give lip service to a process. I listened to those submissions, in particular the remarkably detailed and eloquent submissions as presented by multiple Iwi. What became of their remarkably unified concerns? Nothing!

This has come back haunt DOC as the terms of the resulting concession have been proving a nightmare for DOC, PTL and Iwi alike. The effects continue to ripple still.

To ensure the Grantor and/or the delegated decision maker(s) are fully informed and able to make a neutral decision we request a meeting to fully present the details of the option to retain RAL ltd and the existing concessions.
