BEFORE THE PANEL

IN THE MATTER of the Fast-track Approvals Act 2024 (**FTAA**)

AND

IN THE MATTER of an application by Westpower Limited under section 42 of the FTAA for the Waitaha Hydro Project.

APPLICATION NO. FTAA-2505-1069

DEPARTMENT OF CONSERVATION SECTION 51 REPORTS LEGAL MEMORANDUM

10 December 2025

Barrister Instructed:
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[redacted]

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Introduction

1. This memorandum is filed on behalf of the Director-General of Conservation (DOC or Department) as part of the reports DOC has been directed to prepare under section 51 of the Fast-track Approvals Act 2024 (FTAA).[1] It covers legal issues which are raised by: [2]

- How adverse effects are assessed by the applicant and how measures proposed to address the adverse effects are treated.
- How the applicant has approached its assessment of consistency with the relevant statutory considerations (including statutory documents).
- Conditions, in particular, how the applicant proposes to (and says you must) implement financial compensation measures to address residual adverse effects, through conditions.

Summary

How adverse effects are assessed and how measures proposed to address the adverse effects are treated

i) The relevance of temporary effects to the Panel's assessment – the Department considers these have been underplayed in the application.

ii) How the Panel is to treat the different financial compensation packages proposed by the applicant – the Department considers compensation must sit in the conditions of all relevant authorities.

iii) The relevance of the applicant's agreement with WWNZ to the Panel's consideration of the application – the Department considers this agreement cannot remove the Panel's ability to consider the adverse effects on whitewater kayaking and paddle sports.

How the applicant has approached its assessment of consistency with the relevant statutory considerations (including statutory documents)

iv) The Department does not agree with the applicant's approach to assessing consistency with the Conservation General Policy and Te Tai Poutini (West Coast) Conservation Management Strategy. In

[1] Minute 1 of the Panel Convener dated 24 September 2025.

[2] As set out in the application documents, the applicant's Memorandum 1 to the Panel, and the most recent proposed conditions.

particular, the lack of consistency with specific policies cannot be balanced against consistency with other policies.

Conditions

v) The Minister can set a concession activity fee under section 78 of the Act.

vi) The concession activity fee should not be reduced to take into account financial compensation offered to address adverse effects.

vii) The Panel (and the Minister) have the ability to impose compensation conditions (it is not simply up to Westpower).

viii) Proposed compensation conditions should be attached to all of the key approvals where relevant in this case (resource consents, concessions and Wildlife Act 1953 approvals).

ix) It is lawful and appropriate for the Department to have a certification role for management plans and amendments impacting on the conservation estate (as set out in the track changes to the proposed conditions).

x) The term (duration) of the concessions sought should be a total of 49 years (not 15 years for construction plus 49 years post-construction to commence at an unspecified future date).

HOW ADVERSE EFFECTS ARE ASSESSED

A. The relevance of temporary effects to the Panel's assessment

2. The applicant broadly separates the effects of the activity into temporary (or construction) effects, and permanent, being the effects after the scheme is constructed (for example, see paragraph 1.6, page 4, AEE).
3. The key point the Department makes for both is that all impacts, both short-term construction impacts, and the longer-term effects after construction, need to be considered and assessed against the relevant statutory criteria.
4. However, the applicant has omitted from its discussion in the AEE and its Memorandum 1 to the Panel any reference to the three temporary construction effects which its landscape expert has assessed as "Significant".
5. As addressed in the Landscape Peer review report filed with this s 51 report prepared by Jeremy Head, dated 3 December 2025 (Appendix C1), Mr Head highlights that the construction effects on natural character, landscape and visual amenity values are all assessed by Mr Bentley in his report as "High (significant)" at a localised level and that the reduced levels of "Moderate -

High" and "Moderate" effects assessment set out for construction effects in Table 2 of Mr Bentley's report (and which are replicated in Table 32 of the AEE) actually relate to effects *"post construction"*.[3]

6. It is not correct to consider that, simply because what is initially a significant adverse effect will become less over time, that the effect is "discounted to become a lesser effect.
7. In this regard *Trilane Industries Ltd v Queenstown Lakes District Council* [2020] NZHC 1647 is relevant. While a decision about whether the effects were minor for the purpose of notification, the underlying principle expressed below is equally applicable in this case:

> [60] Here, the Council appears to have taken a global view of the effects on landscape and visual amenity, including over time, to reach the view that effects on landscape and amenity are minor. That is not the correct approach. It would be the equivalent of saying that temporary construction noise effects could be ignored, simply because, once built, the noise effects of the activity would be negligible.

8. It is also noted that Mr Head advises that while he broadly agrees with Mr Bentley's values assessment, he does not agree that the impacts on these values will be minor at any point (page 11 of Mr Head's Report).

HOW MEASURES TO ADDRESS ADVERSE EFFECTS ARE TREATED

B. How the Panel should treat the different financial compensation packages proposed by the applicant

9. Westpower is putting forward one compensation package that sits across all three approvals. The Department considers that providing one package is legally possible, provided it addresses the underlying statutory concerns in each instance.
10. There is overlap with the effects the resource consents and concessions would authorise, whereby the adverse effects on land are being addressed, especially where that is for an activity predominantly on the conservation estate.
11. As is explained below, Westpower is treating what it has agreed with Whitewater NZ (WWNZ) as "mitigation" of effects on whitewater kayaking

[3] See Mr Head's attached Peer review report at page 3 (Appendix C1) where Mr Head explains the conversation he had with Mr Bentley about the levels of effects in the last column of Table 2 for construction effects which Mr Head has found "vexing".

and paddle sports. The proposed conditions however do not provide certainty that the mitigation will eventuate, as there are “opt out” provisions for both parties, which if given effect to, would result in financial compensation being relied on to address the effects instead of the mitigation. Both Westpower’s approach to effects and WWNZ’s letter to Westpower discussed below treat this arrangement as “mitigation”. However financial compensation is not mitigation as it does not *reduce* the scale of the effect.

C. The relevance of the applicant’s agreement with WWNZ to the Panel’s consideration of the application

12. Westpower in their AEE take the view that while recreation effects are assessed as significant, because the Scheme does not impact on recreation opportunities, particularly with Westpower’s agreement with WWNZ confirmed, these effects are largely perceptual changes to the "back country remote" experience (a metaphysical effect) for which the area is managed. (Page 6 of the AEE).
13. Appendix 11 provides a letter from WWNZ, date 14 July 2025, which states the following:

> Through that agreement Westpower committed to several mitigations, and compensation, for the adverse effects of the Scheme on paddle sport / whitewater recreational activities on the Waitaha River. These commitments are included within the proposed conditions being advanced by Westpower for the Scheme. WWNZ supports the inclusion of those conditions within the resource consent approvals sought.
>
> As a result of those commitments, WWNZ has a neutral position in relation to Westpower's application for a range of approvals under the Fast-track Approvals Act 2024 for the Scheme. WWNZ's concerns in relation to the adverse effects of the proposed Scheme on kayakers on the Waitaha River have been satisfactorily mitigated and WWNZ is content that the adverse effects of the Scheme on paddle sports / whitewater recreation have been appropriately mitigated.

14. Westpower’s Recreational Report, Appendix 28, states that the proposal has the potential to have very high levels of adverse effects on recreational opportunities without mitigation (at [3.9]). Part of the way this can be

mitigated is the provision of no-take days (at [3.32]). The Report then provides at [4.1], the Summary Table that the impacts are very high, yet rather than assign a value after mitigation states:

> WWNZ notes in its agreement with Westpower that is content that the adverse effects of the Scheme on paddle sports / whitewater recreation have been appropriately mitigated.

15. The Department does not agree that it is possible to entirely address an adverse effect by reference to the agreement of one group, and certainly not a group that cannot possibly speak for all whitewater kayakers.
16. Impacts to whitewater activities cannot be said to have been mitigated (or compensated for) simply because of the agreement with Whitewater NZ. This agreement[4] simply means that Whitewater NZ has been provided some benefit from agreeing to the proposal. Whitewater NZ does not speak for, nor contends it speaks for, all whitewater kayakers.
17. The approach that should be taken here by the Panel is not dissimilar to the Court in *Royal Forest and Bird Protection Society of NZ Inc v Kapiti Coast District Council* [2009] NZCA 73, where the Court of Appeal held that, simply because DOC as the landowner had consented as an affected party to a proposal that would affect a Crown-owned reserve, does not mean there are no adverse effects, or that those effects can be ignored when considering an application:

> [28] This conclusion is similar to, though perhaps not identical with, the approach advocated by Mr Castle. It is clear that the reserve in the present case is land in the second category. The reserve is of great significance to the Waikanae environment and extensively used and admired by the public. In these circumstances, DOC's approval, while relevant, does not mean the council should have ignored the reserve and the subdivision's impact on it when making the s 93 and s 104 assessments.

18. With respect to the conditions that have been proposed by Westpower and as agreed to by WWNZ, proposed condition 22 for the long-term concession provides that there must be four no take days offered by Westpower. However, there are "opt out" provisions in the proposed conditions which

[4] The agreement has not been provided to DOC although requested and is not currently before the Panel.

mean that this mitigation of effects is not certain, and that instead, it is feasible that financial compensation could be relied on instead. This applies if WWNZ elects not to accept a no-take day or where the Consent Holder cancels a no-take day. While it must consult with WWNZ to arrange another no-take day during the same 12-month period or, if that is "not practicable", pay WWNZ $5,000 (excluding GST) per no-take day instead.

19. The condition is not clear about the circumstances in which a no-take day might be cancelled and whether that can only be done with the agreement of WWNZ. In any case, even if only with the agreement of WWNZ, it cannot be said, as noted above, that WWNZ speaks for all potential kayakers of the Morgan Gorge.

20. In this regard, the Department considers there are perhaps two options to rectify the disconnect between the basis upon which Westpower's expert has assessed the effects on whitewater kayaking as low (as above in the Recreational Report based on their being no-take days) and what the conditions in fact require. In particular, the Panel could consider:

    i) Amending the conditions to remove the opt out provisions where Westpower can cancel and not replace, and WWNZ can elect not to take the no-take days, so there absolutely must be provided four no-take days and no opt out for $5,000 instead (which is of course compensation and not mitigation that reduces the scale of the effects); or

    ii) Amend the assessment so it is not "low", to reflect the actual level of unmitigated effects in recognition that there may be no or less than the four offered no-take days.

HOW CONSISTENCY WITH STATUTORY MATTERS AND DOCUMENTS IS ASSESSED

D. How the applicant has approached its assessment of consistency with the Conservation General Policy (CGP) and Te Tai Poutini (West Coast) Conservation Management Strategy (TTPCMS).

21. Westpower are taking a global or "in the round" approach to its assessment of compliance with relevant statutory documentation. For example, at paragraph 1.7, page 8, Westpower state:

> When considered "in the round", the Project is consistent with relevant planning provisions and statutory tests that the proposal would otherwise be assessed

against via conventional RMA consenting, Conservation Act concession, wildlife approval and freshwater fishery activity application processes.

22. Westpower also acknowledges at page 27 of the AEE that the Project is inconsistent with parts of the CMS:

> ..the application is, overall, consistent with the West Coast CMS (see section 7.2 of the AEE), which also puts the inconsistency in perspective.

23. Westpower states in its AEE that it has taken a holistic approach to considering the CGP and TTPCMS (AEE 362, 363). In particular, Westpower state:
    i) In assessing the Scheme's consistency with the CMS, the following legal principles must be adhered to. In summary:
        a) Consistency must be assessed on a holistic basis, such that inconsistency with one policy does not equate to inconsistency with the policies and objectives as a whole.
        b) Applying a holistic assessment, the Scheme is, as a whole, consistent with the CMS; and Schedule 6 clause 7(2)(a).
        c) Even if the Panel were to disagree with Westpower's assessment of consistency, the purpose of the FTAA must be given greater weight, and a finding of inconsistency does not require the Panel to decline the approval.
24. The Department disagrees with the approach taken by Westpower. Consistency with the CGP and TTPCMS cannot be balanced away if some of the policies are not met.
25. A more detailed assessment of the CGP and TTPCMS against the Proposal is set out in the Concessions report (**Appendix C**) filed as part of this s 51 report to the Panel.
26. Unlike RMA planning documents which are often described as “pulling in different directions” these conservation planning documents do not provide for a range of such different matters that enable a balanced approach. Rather they seek to address and provide for the management of activities on the conservation estate, to further the conservation purpose for which they are held. Failure to comply with policies in these documents, means the proposal is not consistent with the relevant planning documents.

27. It is also not the case that whether the project is consistent with the conservation planning documents or not should be viewed through a fast-track lens such that the purpose of the Fast-track Approvals Act is somehow factored into the assessment of consistency. In this regard, DOC considers that the same approach as that referred to in Westpower's Memorandum 1 to the Panel in considering listed matters[5] is equally applicable to assessing consistency with the conservation planning documents (CGP and TTPCMS).[6]

28. On-compliance with the statutory planning documents is a factor the Panel may consider under cl 7(1)(b)(i) of schedule 6 to the FTAA.

CONDITIONS

E. Section 78 conditions – scope issues

29. The Department considers it may lawfully require the Panel to impose a condition requiring a concession activity fee to be set in accordance with a condition set by the Minister under section 78 of the Act.

30. A fee set by the Minister is captured by the empowering provision (s 78(2)). Rent or other money obtained for the privilege of using land of the Crown is something imposed to manage risks to, and potential liabilities of, the Crown arising from the granting of an approval of that kind. Not only is rent by nature something to acknowledge the restrictions that flow from private use of public land, but it also provides income in the event of risks and or liabilities that the Department might otherwise be left with from the proposed activity on the conservation land.

31. Section 78 of the FTAA provides for conditions to be set by the Minister and required through the Director-General's s 51 report. The Minister sets these conditions, the Director-General directs they be imposed under cl 9 (or otherwise), and the Panel must impose them. The Minister is the final decision-maker on these conditions. Clauses 4(2) and 9 makes that clear beyond doubt.

32. Clause 8 of the FTAA anticipates the Panel can impose any of the conditions listed under s 17X of the Conservation Act. While cl 8(3)(a) of the FTAA anticipates the fee is set by the Panel, cl 8(3)(b) provides an ability for the

[5] Westpower memorandum 1 to the Panel at [39].
[6] Enterprise Miramar Peninsula Inc v Wellington City Council [2018] NZCA 541, [2019] 2 NZLR 501 at [52]–[53].

Minister to direct the payment of any other levy or charge made on an occupier or owner, etc.

33. The above provisions indicate that fees are to be contemplated by the Panel, but the Panel has a discretion whether to impose a fee, as well as the quantum of any fee imposed. Given the setting of fees is within s 78(2), it cannot be ultra vires if the Director-General were to require a fee (rent) to be imposed and set through a methodology set by the Minister under s 78, given the discretion that otherwise exists for the Panel under cl 8(3) of the FTAA.

34. So, where cl 9 of the FTAA mandatory conditions are required by the Director-General, the need for cl 8 conditions covering the same matter doesn't arise (and what is clarified is there is no discretion under cl 8 left for the Panel).

35. Clause 20 of Schedule 6 is not relevant to the above points. Clause 20 does not apply where a review condition is imposed under cl 9. Rather, it applies where the Panel has imposed a rents/fees/royalties condition under cl 8 and not where the Director-General of Conservation has already specified the condition as mandatory (via Minister) in the s 51 report (as per cl 4(2) of Schedule 6)).

F. Concession activity fee – it would be inappropriate to reduce it to take into account financial compensation

36. Westpower argue in their AEE that the fee for the concession should be reduced to take account of the compensation being offered.

37. The Department considers the fee should not be reduced in light of the financial compensation offered to address adverse effects – as no compensation element is in the fee – in this case it is a rental for the privilege of occupying land owned by the Crown. In any event, as currently proposed, the conditions do not require any financial compensation to be paid to DOC and instead could be paid to other parties. There are also no operative provisions at all in respect of compensation in the proposed conditions applying to concessions and other conservation approvals.

38. Section 17X(d) of the Conservation Act provides that in granting any concession, the Minister may impose such conditions they consider appropriate, including conditions relating to or providing for: "the payment of compensation for any adverse effects of the activity on the Crown's or public interest in the land concerned, unless such compensation has been provided for in the setting of rent".

39. Compensation is not being provided for in the setting of rent. While the power is available to do this (effectively reduce rent in the event of compensation being provided), that is not in this case appropriate given the significant levels of unmitigated adverse effects.

40. It is also not appropriate where, as in this case, the nature of the activity is to restrict public permanently from an aspect of the conservation estate and where there are unmitigated adverse effects following construction.

G. Compensation conditions – constraints that apply under the Act

41. The FTAA provisions outlined below for resource consents, concessions and Wildlife Act approvals, are directed towards the adverse effects of the activity. This means that if the adverse effects are not adequately avoided, remedied or mitigated further measures can be imposed.

Who determines the compensation?

42. Westpower take the position that only it as applicant can determine what, if any, compensation should be imposed. The Department does not agree with this view.

43. **With respect to resource consent conditions,** key provisions of the FTAA (ss 42(4)(a), s 85 and clauses 17(5)/18 schedule 5) make clear that:

    i) Section 85(1) provides instances when an application must be declined.

    ii) Section 85(3)(b)(ii) applies to when a panel may decline an application. It applies to resource consents and concessions. This provision clarifies the Panel can decline consent even after considering the condition an applicant *may agree to* or propose to avoid, remedy, mitigate, offset or compensate for adverse effects.

    iii) Part 6 of the RMA, regarding consents and conditions applies.

    Section 104(1)(ab) provides that measures can be proposed or agreed to by the applicant. This indicates the Panel can suggest conditions that provide for offsetting or compensating any adverse effects. But there is a discretion for the applicant to accept them. Obviously, if an applicant does not accept any such measures, it might not obtain the approval it wants should this become a requirement that is needed for approval (s 85(3)(b)(ii)). Noting also that:

    1. Section 108AA(1)(a) could be taken on face value to indicate offsets and compensation are only able to be imposed with the agreement of the applicant. However, this is not consistent with

s 104 noted above, in that the Panel can suggest such conditions if considered necessary.

2. Section 108AA(1)(b) also provides for the decision maker to impose a condition requiring compensation if the condition is "directly connected to" an adverse effect of the activity on the environment. This means compensation can be required by the Panel as long as there is a nexus between the compensation required through the condition and the adverse effect the compensation is intended to offset or compensate for.

44. In conclusion: while an applicant can volunteer compensation, the Panel can also suggest other or additional measures and, if they are not going to be agreed to, use this as a basis to decline consent.

45. **With respect to concession conditions,** Westpower does not have a final say on the compensation conditions required. The key provisions of the FTAA (ss 43(3)(e), 78; clauses 3(1)(g), 4(2), 9 and 21 of the 6th Schedule) make clear that the MOC may impose conditions under cl 9 of the 6th Schedule (via s 78)). These provisions provide:

i) Section 17X of the Conservation Act applies and enables the Panel to impose compensation conditions (may impose such conditions as the panel considers appropriate, including the payment of compensation for adverse effects s 17(d)). Where the panel imposes conditions under cl 8 of Schedule 6 of the FTAA, s 17Y(1) doesn't apply, but ss 17Y(2) and (3) do apply. Section 17Y(2) together with s 17X means that the panel could impose compensation as a fee condition or stand-alone condition outside of fees.

ii) Clause 21 of Schedule 6 clearly contemplates compensation to be required in concession conditions. The term is defined in cl 21(3) to include any measure "imposed by a panel in accordance with clause 8". Clause 21(1) requires that compensation required through a concession condition must be applied to land administered by DOC (and not other land) with the objective of achieving positive effects.

iii) RMA considerations don't apply, and also, compensation may also be included in the setting of fees through s 78 conditions (via the linkage between ss 17X(d) and 17Y(2) which provide for compensation but prohibit double dipping of compensation for effects on the Crown's / public interest in the land or on the purposes for which the land is held, through fees).

46. In conclusion, as with a resource consent, the applicant may volunteer compensation, but the Panel can impose it via s 17X. In addition to that, the MOC can impose it via s 78 (clauses 4(2), 9). This confirms there is more discretion on the Panel (and the Minister and Director-General) to require such conditions in the concession, including where it is not accepted by the applicant or goes beyond the scope of what the applicant is prepared to offer.
47. **With respect to the Wildlife Act approvals**, it is clear the Panel can impose conditions and has a discretion on what is possible and appropriate. This means that while the applicant can volunteer them, the Panel can still make changes to that before granting the relevant approvals (clauses 2 and 6, schedule 7).

H. Which approvals should the proposed compensation conditions be attached to in this case?

48. Compensation should be included as a condition in the relevant statutory approvals when it is related to an effect authorised by that approval. Accordingly, the relevant parts of the "compensation package" must be attached to each relevant statutory approval by way of conditions imposed by the Panel. This is not the current approach proposed by Westpower, as it proposes all the operative compensation conditions to be imposed on the resource consents, with counterpart conditions proposed on other approvals being subject to advice notes indicating that they are not operative.
49. Where conditions are imposed to benefit conservation land/wildlife, DOC (and the council) must have an ability to take action if the conditions are not adhered to. If relevant conditions were all in the resource consent compliance would only rest with the regional/district councils.
50. Clause 21 is also a strong indication that compensation for the benefit of the concession must be included in the conditions. If compensation is being relied upon for granting a concession it must be in the concession granted so the Director-General can ensure it is applied to land administered by DOC. How that occurs is less clear but it is very strong signal that compensation cannot be used to justify the concession is granted without sitting in the concession conditions.
51. Accordingly, the Department considers the operative conditions for compensation should be in all three approvals, taking into account:
    i) What adverse effect/harm the compensation is intended to offset or compensate for.

ii) Which approval authorises the adverse effect/harm.

iii) Relevant statutory criteria (e.g. wildlife approval specifically refers to compensation).

iv) Who is the appropriate regulator (DOC/councils) to monitoring and enforce the compensation condition.

I. Certification – Vires of DOC's proposed approach to certification where the management plans span different approvals

52. Westpower is currently proposing a set of management plans to be approved by the Panel and a further set to be approved by the councils. It is DOC's view that there should be a role for DOC as a certifier for management plans that relate directly to wildlife approvals sought or are relevant to public conservation land. The Department's proposal for certification of management plans and amendments to them (as set out in the track changes to the proposed conditions) is lawful.

53. The Department refers to *Transit NZ v Southland District Council* (C42/2006), where the Court correctly held that:

> [56] On the other hand, a condition precedent which defers the opportunity for the Applicant to embark upon the activity until a third party carries out some independent activity is not invalid. There is nothing objectionable, for example, in granting planning permission subject to a condition that the development is not to proceed until a particular highway has been closed, even though the closing of the highway may not lie within the powers of the developer: *Grampian Regional Council v City of Aberdeen* [1983] P&CR 633, 636 (HL).

54. The point being, as in this case, it is entirely appropriate for the Panel to ensure that later management plans are certified as being "fit for purpose", including by the Department, prior to the construction of works on public conservation land in accordance with both a resource consent and concession.

J. Term (duration) of the concessions sought

55. Westpower are seeking three separate concessions (Memorandum 2, November 17, 2025, Attachment 6 Update to Part B, AEE Table 13):

i) Short-term Lease and Licence (15-year term) for the construction of all infrastructure and facilities relating to the Scheme, including temporary structures and works.

ii) Long-term Lease and Licence (49-year term) for the ongoing operation and maintenance of the Scheme's infrastructure and facilities.

iii) Easement (49-year term) for ongoing rights relating to the scheme:

a) A right of way (access road).

b) A right to convey electricity (transmission lines).

c) A right to convey telecommunications (transmission lines).

56. The Department does not agree with the approach being taken by Westpower to the term (duration) of the concessions sought (15 years for construction plus 49 years post-construction to commence at an unspecified future date).

57. It is artificial to split the term in this manner. It essentially provides Westpower with a 64-year term, avoiding the right of first refusal provided under the Ngāi Tahu Claims Settlement Act 1998. It is also unlawful under s 17Z of the Conservation Act, whereby a concession term can only be for a maximum period of 30 years, or 60 years if there are exceptional circumstances.

58. In the present case, the area of the easement and lease overlap significantly with the area of the short-term lease. The applicant appears to want the easement and lease to only start after 15 years is up, when the reality is the 49-year term should commence immediately, and the additional areas required for short term construction only need a lease and licence to the extent outside of this lease.

59. The only reason to have a separate lease or licence for temporary activities is for the areas that exist outside of the long-term lease. That is where a separate more temporary interest in land would be warranted.

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10 December 2025