

Before a panel appointed under the  
Fast-Track Approvals Act 2024

FTAA-2510-1120

**UNDER:** the Fast-track Approvals Act 2024 (**Act**)

**IN THE MATTER:** an application for approvals for the Lake Pūkaki Hydro Storage  
and Dam Resilience Works

**BY:** **MERIDIAN ENERGY LIMITED**  
**Applicant**

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**STATEMENT OF EVIDENCE OF AMY LOUISE CALLAGHAN ON BEHALF OF  
MERIDIAN ENERGY LIMITED**

**Planning**

Dated: 15 May 2026

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**Counsel acting:**  
Stephen Christensen  
Project Barrister  
P 027 448 2325  
stephen@projectbarrister.nz

## **INTRODUCTION**

1. My full name is Amy Louise Callaghan
2. My planning experience and qualifications are set out in my statement of evidence dated 15 April 2026.
3. I have been asked by Meridian Energy Limited to provide a response to the planning matters raised by the Panel in their Request for Information 1 dated 04 May 2026.

## **CODE OF CONDUCT**

4. I confirm that I have read the Code of Conduct for Expert Witnesses as contained in section 9 of the Environment Court Practice Note (2023), and have complied with it in preparing this evidence. I confirm the issues addressed in this evidence are within my area of expertise, and I have not omitted material facts known to me that might alter or detract from my evidence.

## **REQUEST FOR INFORMATION**

5. In the Request for Information (RFI No.: 1.D – Ecology Issues), the Panel refers to paragraphs 1.19.7 and 1.19.8 of my evidence dated 15 April 2026 in response to comments on the application from invited parties where I conclude that any residual effects are sufficiently small that offsetting measures or compensation is not warranted and further that additional monitoring is not warranted. The Panel poses the following questions in the event that it does not accept these opinions and considers that there are residual effects and a requirement for monitoring: *“What measures does the Applicant intend the Panel to have regard to in the context of NPS-REG, Policy F(5)?”* and *“What would the principal features of a programme to monitor these effects be (i.e. objectives, methods, duration, reporting, response)?”*
6. In response to the first question, I note that I have considered the potential to provide environmental compensation, including measures or compensation that might benefit the local environment and community affected by the proposal. I have also considered the memorandum prepared by Tonkin and Taylor in response to the Panel’s Request for Information. The Tonkin and Taylor memo concludes that any adverse effects on wetland features

including the Tasman Delta and eastern turf communities would be low. In my opinion any residual adverse impacts are sufficiently small and temporary that they do not support the need to provide any environmental compensation or offsetting under Policy F(5) of the NES REG. On this basis, Meridian is not offering any compensation or offsetting.

7. With regard to the question of monitoring, I have considered the potential benefits of monitoring alongside the challenges of developing and implementing a monitoring programme for the purpose of understanding the effects of the proposed eased access on wetland flora. In doing so, I was cognisant that any monitoring programme can only be required for the purpose of understanding effects on the environment arising from the proposed 3 year consent, and that the nature of the activity (possible short duration excursions below 518 m RL) means an effective monitoring programme would need to proceed from a fine-grained understanding of how the Tasman Delta's flora varies in extent and condition under the current lake operating environment, including natural and scheme-induced inter and intra seasonal and annual variation. Given the known seasonal variation in populations of wetland species such as Kaki/Black Stilt and *Isolepis basilaris* over a calendar year, and given the absence of more extensive state of the environment monitoring data across the Tasman Delta generally, in my opinion it is not realistic to establish a monitoring programme that would be capable of identifying any subtle ecological shifts that might occur as a result of the exercise of the applied for consent, over the short three year term of the consent, against a background environment that is already characterised by changes over different time scales.
8. For these reasons, I do not believe a monitoring programme is warranted, and that any condition that required monitoring may risk being 'more onerous than necessary' under the Fast-Track Approvals Act 2024. Notwithstanding the points raised above, as set out in both my 15 April 2026 evidence and the proposed conditions of consent, Meridian will continue to facilitate monitoring as required under its existing agreement with the Department of Conservation (DOC) when the lake drops below 518 m RL. This approach will result in the monitoring carried out by DOC forming part of a larger data set that is analysed over time and not limited by the short duration of the consent sought. A copy of the agreement between DOC and Meridian is included as Attachment 1 to this evidence.

**Dated: 15 May 2026**

A handwritten signature in blue ink, appearing to read 'A. Callaghan', with a long horizontal flourish extending to the right.

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**Amy Callaghan**

## EMERGENCY ELECTRICITY SUPPLY: MANAGING THE MINIMUM LEVEL OF LAKE PUKAKI

### AGREEMENT BETWEEN THE DIRECTOR-GENERAL OF CONSERVATION AND MERIDIAN ENERGY LIMITED

#### Preamble

1. Meridian Energy Limited ("Meridian") is requesting a Private Plan Change to the Waitaki Catchment Water Allocation Regional Plan (the "WAP") to introduce a new minimum lake level (electricity supply emergency) for Lake Pukaki. The change will permit additional water from Lake Pukaki to be used to generate emergency electricity for New Zealand or the South Island while an official electricity conservation campaign is declared by the System Operator<sup>1</sup> for the New Zealand electricity system.
2. The Director-General of Conservation (the "Director-General") agreed not to object to further lowering of Lake Pukaki under emergency provisions<sup>2</sup>. The Director-General's agreement was supported by a commitment by Meridian to, in the event of an electricity emergency, working with the Director-General in relation to Kaki/Black Stilt and *Isolepis basilaris* monitoring (including funding) and communication with Ngai Tahu<sup>3</sup>.
3. This Agreement formalises the relationship between the Director-General and Meridian on this matter.

#### Background

4. Meridian manages Lake Pukaki as a hydro-electricity storage lake as part of the Waitaki Power Scheme (the "WPS"). Lake Pukaki has a consented operating range of between 532.5m amsl and 518m amsl.
5. The Director-General manages braided river ecosystems and wildlife in the vicinity of Lake Pukaki. Further it manages habitat for, and the population of, Kaki/Black Stilt on the bed of the Tasman River immediately to the north of the head of Lake Pukaki.
6. Kaki /Black Stilt are recognised as being Nationally Critically Endangered and *Isolepis basilaris*, which grows in wetland turfs at the head of Lake Pukaki, is classified as Nationally Endangered under a national threat classification system. The Director-General has assessed local populations of both species in the Tasman River to be of national significance.
7. Meridian, Genesis Energy Limited and the Director-General of Conservation (on behalf of Her Majesty the Queen) have entered into a compensatory funding agreement (the "Compensation Agreement") as a result of the 1990 consenting of the WPS<sup>4</sup>. This agreement established and funds Project River Recovery ("PRR"), an ecological management and research programme focussed on maintaining and enhancing habitat and ecological communities in river beds and wetlands of the upper Waitaki basin.

#### Agreement

8. The Director-General will undertake baseline monitoring of the local populations of *Isolepis basilaris* at the head of Lake Pukaki to ensure there is information to enable any subsequent appropriate monitoring under clause 10.3 to show whether a drawdown of Lake Pukaki below 518m amsl is

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<sup>1</sup> The System Operator is Transpower NZ as defined in Section 8 of the Electricity Industry Act 2010.

<sup>2</sup> Department of Conservation letter dated 9 March 2012

<sup>3</sup> Formalised in a letter from Meridian dated 18 April 2012

<sup>4</sup> The "Agreement Amending the Compensatory Funding Agreement 2011"

having any effect on the local populations of *Isolepis basilaris*. The specifics of how, where and when the baseline monitoring programme of *Isolepis basilaris* will be carried out, and its expected annual costs will be agreed in writing between the Director-General and Meridian prior to this occurring. The Director-General and Meridian will further discuss and reach agreement on the baseline monitoring programme annually or as required.

9. Meridian will fund the actual and reasonable costs of the Director-General undertaking this baseline monitoring of the local populations of *Isolepis basilaris* at the head of Lake Pukaki as is agreed between the parties pursuant to clause 8.
10. The Director-General and Meridian agree that in the event of Lake Pukaki being drawn below 518m amsl down to 513m amsl in reliance upon the authorisation by the requested change to the WAP (the "Authorisation") as follows:

10.1. Meridian will:

- a) Advise the Department that it is about to, or is, managing Lake Pukaki in accordance with the Authorisation.
- b) Fund any request from the Director-General for the actual and reasonable additional cost of undertaking appropriate monitoring of the local populations of Kaki/Black Stilt and *Isolepis basilaris* and, in addition, fund any request from the Director-General for the actual and reasonable cost of subsequent management responses to any effect identified by the monitoring of operating Lake Pukaki below 518m amsl on Kaki/Black Stilt and *Isolepis basilaris*.
- c) Ensure Ngai Tahu is kept fully informed of the management of Lake Pukaki below 518m amsl, including the work being undertaken by, and responses from, the Director-General.

10.2. Meridian and the Director-General will:

- a) Work together to agree on the appropriate monitoring of any effect of managing Lake Pukaki below 518m amsl on Kaki/Black Stilt and *Isolepis basilaris*.
- b) Work together to agree the appropriate management responses in relation to Kaki/Black Stilt and *Isolepis basilaris* and how these are to be implemented (if necessary).
- c) Co-operate to ensure appropriate and consistent communication to other stakeholders and the public on the effect of managing Lake Pukaki below 518m amsl on Kaki/Black Stilt and *Isolepis basilaris* and the appropriate responses.

10.3. The Director-General will:

- a) Endeavour to undertake or facilitate any necessary monitoring.
- b) Integrate and deliver or co-ordinate the delivery of any appropriate management response.

**Administration of the relationship**

11. Meridian and the Director-General shall each act in good faith and use all reasonable endeavours to reach agreement on any matter(s) to be agreed by them according to the object and intent of this agreement.

## 12. Miscellaneous

### 12.1. No assignment

- a) The Director-General may transfer the benefit and burden of this agreement to any successor Government department that becomes responsible for the work covered by PRR. The Director-General shall not otherwise transfer, assign, create any encumbrance over or deal in any manner with the benefit or burden of this agreement.
- b) Meridian may transfer the benefit and burden of the agreement to any subsequent holder of the resource consents of the Waitaki hydro scheme referred to in the Compensation Agreement.
- c) If Meridian intends to transfer the benefit or burden of the agreement to any subsequent holder of the resource consents as contemplated in this clause 12.1 then, to the extent reasonably practicable, Meridian will consult with the Director-General with respect to such transfer.

### 12.2 Dispute resolution

Any dispute arising out of or in connection with this agreement shall be resolved in accordance with the following provisions:

- a) The parties shall endeavour to resolve the dispute by discussion.
- b) If the parties are unable to resolve the dispute by discussion then either party may at any time refer the dispute to mediation. Mediation shall be initiated by either party giving written notice to the other party identifying the dispute which it requires be referred to mediation and nominating a mediator. If the parties are unable to agree upon and appoint a mediator within 10 Business Days after the other party receives that written notice then either party or both parties may ask the Arbitrators' and Mediators' Institute of New Zealand Inc to appoint a mediator. The mediation shall be terminated on any of the following events occurring:
  - (i) the signing of a settlement agreement by the parties;
  - (ii) notice to the parties from the mediator to the effect that the mediator believes further efforts at mediation are no longer justified;
  - (iii) notice by either party to the mediator and the other party to the effect that the party believes further efforts at mediation are no longer justified;  
or
  - (iv) the expiry of 20 Business Days from the mediator's appointment or such greater length of time agreed by the parties from time to time.
- c) If any mediation is terminated by the occurrence of any of the events in clauses 12.2 b)(ii) – 12.2 b)(iv) the dispute may be referred to arbitration by either party or both

parties, to be resolved by arbitration by a single arbitrator in accordance with the Arbitration Act 1996.

### 12.3 Resolution process under this agreement

No reference to mediation or arbitration or decision of any mediator or arbitrator shall affect either party's rights or obligations under this agreement pending the outcome of that mediation or arbitration.

### 12.4 Notices

#### *Form and address*

- a) Any notice or request to be given under this agreement shall be in writing delivered or sent to the address or facsimile number from time to time designated by each party in writing to the other parties. Until a change is so notified the address and facsimile number of each party is as follows:

Meridian Energy Limited  
P O Box 10840  
The Terrace  
Wellington 6143  
Facsimile: 04 381 1201  
Attention: Manager, Natural Resources and General Counsel

Director-General of Conservation  
C/- Twizel Te Manahuna Area Office  
Private Bag  
Twizel  
Facsimile: 03 435 0852  
Attention: Area Manager

#### *Deemed delivery if by hand*

- b) A notice or request delivered by hand will be deemed to have been received at the time of delivery. However, if the delivery is made after 4pm on a Business Day, then the notice or request will be deemed to have been delivered on the next Business Day after the date of delivery.

#### *Deemed delivery if by email*

- c) A notice or request sent by email will be deemed to have been received on the day of transmission. However, if the date of transmission is not a Business Day or the transmission is sent after 4pm on a Business Day, then the notice or request will be deemed to have been received on the next Business Day after the date of transmission.

### 12.5 Warranty as to authority

Each party warrants to the other party that it has all necessary authorities, consents, licences, permits and permissions to lawfully undertake its obligations under this agreement and to give effect to the provisions of this agreement.

#### **12.6 No waiver**

No failure, delay or indulgence by either party in exercising any power or right conferred on that party by this agreement shall operate as a waiver of such power or right. Nor shall a single exercise of any such power or right preclude further exercises of that power or right or the exercise of any other power or right under this agreement.

#### **12.7 Force majeure**

No party shall be liable for any failure or delay in performing its obligations under this agreement (other than the failure to pay money) where such failure or delay is due to any cause beyond that party's reasonable control (an *Event of Force Majeure*) provided that any party relying on this provision to excuse any such failure or delay shall use reasonable endeavours to avoid or mitigate the effects of any Event of Force Majeure.

#### **12.8 Severability**

If any part of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this agreement which shall remain in full force.

#### **12.9 Governing law and jurisdiction**

This agreement shall be governed by, and construed in accordance with, the laws of New Zealand and the Courts of New Zealand.

#### **12.10 Entire Agreement**

This agreement together with any valid amendments or variations to it constitutes the entire agreement between the parties concerning the matters provided for in this agreement.

#### **12.11 Contracts (Privity) Act**

This agreement shall not, and is not intended to, confer any benefit on, or create any obligation enforceable by, any person not a party to this agreement.

#### **12.12 Costs**

The parties shall meet their own costs relating to the negotiation, preparation and completion of this agreement.

#### **12.13 Counterparts**

This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute the same instrument.

#### **12.14 Email execution**

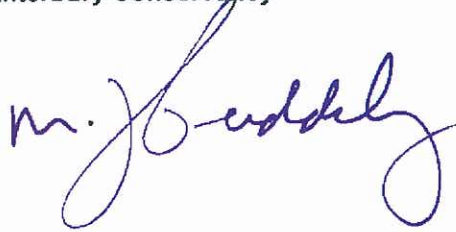
The parties may execute a counterpart copy of this agreement by printing a pdf version of this agreement and executing that pdf version. The transmission by email by each party of a signed counterpart copy of this agreement to the other parties shall be deemed proof of signature of the original and the signed email copy so transmitted shall be deemed an original for the purposes of this agreement.

**Term of this Agreement**

13. This agreement shall continue in effect until such time the Director-General and Meridian jointly agree or the Authorisation ceases to have effect.

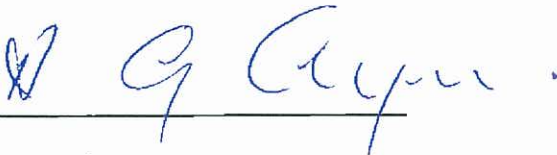
**Signatures**

**SIGNED** for the **Director-General** of **SIGNED** by Meridian Energy Limited  
**Conservation** by the **Conservator** of the  
**Canterbury Conservancy**



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in the presence of:



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Witness signature

Witness Name: HARRY ANTONIE HINES

Address: 33 ROSSVIEW TERRACE CATH.

Occupation: COMMUNITY SUPPORT MANAGER

Date: 3/8/2012

Date: