

Under the **FAST-TRACK APPROVALS ACT 2024**

In the matter of an application for replacement resource consents in relation  
to the Tekapo Power Scheme

By **GENESIS ENERGY LIMITED**

Applicant

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**GENESIS ENERGY LIMITED RESPONSE TO FURTHER INFORMATION  
REQUEST 2 AND MINUTE 5**

22 September 2025

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**BUDDLE FINDLAY**

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## **MAY IT PLEASE THE PANEL:**

1. Genesis Energy Limited (**Genesis**) provides its response to the further information request dated 19 September 2025 below and contains a clean set of updated conditions in **Appendix 1** and the High Flow Management Plan (**HFMP**) in **Appendix 2**.<sup>1</sup> Genesis also provides its position in respect of the matters in Minute 5.

### **Request for further information**

2. The panel asked for the following information:

A copy of the most recent version of the proposed consent conditions, including any updates made following discussions on the High Flow Management Plan as referenced in the applicants response to comments dated 1 September 2025.

3. The most recent version of the proposed consent conditions are provided in **Appendix 1**, with the HFMP provided in **Appendix 2**.
4. The changes from the 25 July conditions follow the 1 September Genesis Energy Limited response to comments from Canterbury Regional Council (**CRC**) as set out in Appendix 1 – Mr Richard Matthews along with adjustments made to incorporate changes made to the HFMP following a CRC technical review. The changes from the 25 July conditions version are, in summary:
  - (a) a global change to update references to job titles to refer to the "Chief Executive (or delegated nominee)" which is a more enduring reference that will not change with future Council reorganisations;
  - (b) deleting condition 2 in both the water take and discharge permits, as this is covered within the scope of the consents sought;
  - (c) adding the word "interpreting" to condition 3 in both the water take and discharge permits to make it clear that the condition relates to differences in interpreting the conditions rather than indicating that there may be conflicts between the conditions;
  - (d) minor changes to the monitoring conditions to address CRC concerns regarding the data to be supplied and clarifying that verification data is not required on a daily basis;

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<sup>1</sup> This plan is in draft. Genesis has incorporated feedback from the Canterbury Regional Council review, however in accordance with the proposed consent conditions, Genesis will consult with the Mackenzie District Council and Meridian Energy Limited on the draft plan.

- (e) changes to both the consent conditions and the HFMP following discussion with CRC to:
  - (i) ensure that consistent terminology is used throughout both documents; and
  - (ii) clarify the way in which flows and Tekapo Power Scheme gates are managed during high flow events (the changes do not change the intent or implementation of the HFMP); and
- (f) updating the condition numbering to account for the changes made.

### Minute 5: Review of IBEP programme

#### 5. The Panel Conveners' Practice and Procedure Guidance states that:<sup>2</sup>

Before appointing an adviser or seeking a peer review, the panel should seek the views of the participants, having recorded in a minute:

- (a) the purpose and scope of the advice or peer review sought;
- (b) the objective and scope of the advice or peer review setting out what is proposed to be covered and what is outside of scope;
- (c) the reasons why the advice or peer review is being sought; and
- (d) the opportunity to respond or file material in reply once the advice or peer review has been provided.

#### 6. Genesis' views were not sought before the panel appointed Ms Robb.<sup>3</sup> However, setting that aside, as the panel is aware, it cannot:

- (a) alter the indigenous biodiversity compensation conditions without agreement from Genesis; and/or
- (b) impose a requirement for offsetting or compensation without agreement from Genesis.

#### 7. The IBEP conditions are proffered voluntarily on an *Augier* basis and reflect agreements made with other parties (including the Department of Conservation, Te Rūnanga o Arowhenua (**DOC**), Te Rūnanga o Waihao and Te Rūnanga o Moeraki (**Kā Rūnaka**) and Meridian Energy Limited) as noted:

- (a) in the application;<sup>4</sup>

<sup>2</sup> [Panel-conveners-practice-and-procedure-guidance.pdf](#) at 14.16.

<sup>3</sup> The same point applies to the appointment of Rob Lieffering.

<sup>4</sup> [Tekapo AEE](#) at 15, 211 and 215.

- (b) in Genesis' legal submissions;<sup>5</sup>
  - (c) during the project overview conference; and
  - (d) in Genesis' response to comments.<sup>6</sup>
8. Genesis accepts that the panel may be able to impose conditions to mitigate adverse effects of the scheme. However, as explained in the response to comments, if mitigation conditions more onerous than the compensation package proposed are imposed, the indigenous biodiversity compensation package may be altered (for example, by reducing funding).<sup>7</sup>
9. The ecological benefits are not "asserted by" Genesis.<sup>8</sup> "Asserted" can mean alleged, presumed or purported. In this case the panel has a considerable amount of probative material<sup>9</sup> before it as to the ecological benefits of the IBEP, including:
- (a) As noted in Genesis' response to comments, Kā Rūnaka and DOC support the IBEP and the proposed conditions.<sup>10</sup> Dr Hughey – who was involved in the initial design and establishment of PRR and led negotiations on the IBEP for DOC as DOC's Chief Science Advisor – provided evidence that there will be ecological benefits.<sup>11</sup>
  - (b) DOC stated in its comments:<sup>12</sup>

DOC has high confidence that the biodiversity objective and outcomes in proposed Condition 28 can be achieved. This is because of the following factors:

- The history and ongoing performance of PRR work of the DOC team based in Twizel.
- The multiple independent reviews by Manaaki Whenua Landcare Research regarding PRR biodiversity outcomes.
- The volume and quality of peer reviewed science generated by PRR on the manipulation of braided river ecosystems to produce positive biodiversity outcomes.

<sup>5</sup> [Legal-submissions-for-Genesis-Energy-Limited-for-the-project-overview-conference-22-July-202571038261.1.pdf](#) at [28] and [45(b)].

<sup>6</sup> [Genesis Energy Limited response to comments – 1 September 2025](#) at [27] and [93].

<sup>7</sup> [Genesis Energy Limited response to comments – 1 September 2025](#) at [104(e)(ii)] and [105(b)]. This is also explained in the AEE.

<sup>8</sup> Minute 5 at [3].

<sup>9</sup> See *McIntyre v Christchurch City Council* (1996) 2 ELRNZ 84 at 105–106. Cited with approval in later cases including *Hamilton v Far North District Council* [2015] NZEnvC 12 at [81].

<sup>10</sup> [Genesis Energy Limited response to comments – 1 September 2025](#) at [10]–[12], [22]–[26] and [28].

<sup>11</sup> [Appendix-Five -Memo-from-K-Hughey-dated-18-July-202571028625.1\\_Redacted.pdf](#) and [Appendix 2 – Dr Ken Hughey](#)

<sup>12</sup> [Director-General of Conservation](#) at 3.2.

- The international standing of the science advisers providing advice on the agreement.
- DOC has a proven history in being able to deliver such a programme.
- The programme is fully costed and funded.

(c) Kā Rūnaka also acknowledged that:<sup>13</sup>

Kahu Ora builds upon the legacy of Project River Recovery, however this new iteration significantly extends the spatial extent of the programme and enhances the role of Kā Rūnaka, ensuring the cultural importance to Ngāi Tahu whānui is preserved.

(d) In their response to comments, Kā Rūnaka stated:<sup>14</sup>

... Kā Rūnaka are concerned that the changes to the Indigenous Biodiversity Enhancement Programme (IBEP) proposed by Environment Canterbury put the programme at risk, with the potential to frustrate the stated purpose of the programme. Kā Rūnaka are firmly of the view that this programme is appropriately led by the Department of Conservation, in partnership with Kā Rūnaka, Genesis and Meridian Energy Limited. Any involvement of Environment Canterbury must not paralyse or over-complicate the decision-making process, to the detriment of the proposed enhancement and restoration.

## Minute 5: Review of conditions

### *Scope of review*

10. In reviewing the proposed conditions, Mr Lieffering must keep in mind that:

- (a) the proposed conditions:
  - (i) reflect those presently operative (which have been successfully applied for the last 35 years);
  - (ii) have been carefully updated over recent years; and
  - (iii) are largely agreed;<sup>15</sup>
- (b) Kā Rūnaka opposes any further amendment to the conditions as signalled by other parties;<sup>16</sup>

<sup>13</sup> [Te Rūnanga o Arowhenua, Te Rūnanga o Waihao, Te Rūnanga o Moeraki](#) at [56].

<sup>14</sup> [Appendix 17 – Kā Rūnaka letter](#) at [3].

<sup>15</sup> See for example [Legal-submissions-for-Genesis-Energy-Limited-for-the-project-overview-conference-22-July-202571038261.1.pdf](#) at [13] and [18]–[19]; [Genesis Energy Limited response to comments – 1 September 2025](#) at [9(a)]; [Te Rūnanga o Arowhenua, Te Rūnanga o Waihao, Te Rūnanga o Moeraki](#) at [46].

<sup>16</sup> [Genesis Energy Limited response to comments – 1 September 2025](#) at [9(b)]; [Te Rūnanga o Arowhenua, Te Rūnanga o Waihao, Te Rūnanga o Moeraki](#) at [48]–[61].

- (c) DOC has agreed to the IBEP conditions and has made no further comments on the conditions at this stage of the process;<sup>17</sup> and
  - (d) any changes made may have implications on the many agreements reached to resolve potential adverse effects of the project (including the Tekapo Whitewater Trust (and Whitewater NZ) and Central South Island Fish & Game Council) or on those enabling additional benefits (such as Mount Cook Alpine Salmon).
11. The conditions need to work in practice. As noted in Genesis' legal submissions, the conditions have been adjusted to fit more closely with CRC administrative requirements.<sup>18</sup>

*Matters that cannot be agreed between CRC and Genesis*

12. In its response to comments, Genesis set out why it did not make some of the changes that were sought by CRC.<sup>19</sup>
13. Discussions between the planners have continued with further minor changes as summarised earlier. However, setting aside the IBEP, Genesis understands the conditions unable to be agreed on relate to:
- (a) job title reference;
  - (b) condition 7 in the Water Permit;
  - (c) macrophyte and turbidity / clarity monitoring;
  - (d) Schedule 1, condition 15 (native fish salvage); and
  - (e) groundwater monitoring.
14. CRC has also asked Genesis to confirm whether the Fish Salvage Management Plan (**FSMP**) is final.

*Job title reference*

15. The changes made by Genesis have been in response to the comments received from CRC. As outlined by Mr Matthews in Genesis' response to the comments received, there is a risk with identifying a specific role in the consent conditions as such roles can change throughout the duration of a consent (and

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<sup>17</sup> [Director-General of Conservation](#) at [3.2] and [4.1].

<sup>18</sup> [Legal-submissions-for-Genesis-Energy-Limited-for-the-project-overview-conference-22-July-202571038261.1.pdf](#) at [13(f)].

<sup>19</sup> [Genesis Energy Limited response to comments – 1 September 2025](#) at [29] and [Appendix 1 – Richard Matthews](#).

have already changed a number of times through the process to date).<sup>20</sup> The Chief Executive has statutory delegation and it is now common practice to use that reference.

#### *Condition 7 in the Water Permit*

16. Condition 7 in the Water Permit (now condition 6) relates to requiring notice of reduced lake levels prior to it occurring and within 24 hours of it occurring. The proposed conditions leave this at "as soon as practicable" for the reasons outlined by Mr Matthew in Genesis' response to the comments received.<sup>21</sup>

#### *Macrophyte and turbidity / clarity monitoring*

17. Genesis set out in its response to comments its reasons for not including these conditions in the revised condition suite.<sup>22</sup> Genesis' position remains.

#### *Schedule 1, condition 15*

18. Condition 15 of Schedule 1 (now condition 16) relates to requiring provision for native fish salvage within the Fish Salvage Management Plan. Genesis identified in its response to comments that this was not a practicable requirement and set out the advice note it continues to propose.<sup>23</sup>

#### *Groundwater monitoring*

19. Genesis set out in its response to comments its reasons for not including paragraph (k) to condition 39 in the revised condition suite.<sup>24</sup> Genesis' position remains.

#### *Fish Salvage Management Plan*

20. For the avoidance of doubt, the FSMP before the panel is the final version. The title for Appendix E is 'Appendix E Consent Condition Plans Tekapo PS Reconsenting 29 May 2025' (being the latest version provided to the panel). Within that document are plans labelled as 'draft' including the HFMP, the Lake Shore Erosion Management Plan and Kahu Ora – Draft 10-year Strategic Plan. The FSMP is not identified as a draft and is the final plan agreed with Central South Island Fish & Game Council.

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<sup>20</sup> [Appendix 1 – Richard Matthews](#) at 18.

<sup>21</sup> [Appendix 1 – Richard Matthews](#) at 19.

<sup>22</sup> [Appendix 1 – Richard Matthews](#) at 20.

<sup>23</sup> [Appendix 1 – Richard Matthews](#) at 14; [Appendix 3 – Dr Richard Allibone](#) under the heading 'Native Fish Salvage'.

<sup>24</sup> [Appendix 1 – Richard Matthews](#) at 21–22.

## Minute 5: Other matters

### *Availability for 'Issues Conference'*

21. For the record, in respect of paragraph 8, the initial date proposed for an 'Issues Conference' was suitable for Genesis. Genesis was proactive in trying to make a date work:
- (a) on 29 August, an 'Issues Conference' was tentatively proposed for 9 September and Genesis confirmed availability for that date;
  - (b) on 1 September, the date was changed to 10 September and Genesis inquired as to whether there was another possibility as that date coincided with the RMLA conference (if not, the team were prepared to change travel plans to make it work);
  - (c) on 3 September, Genesis followed up as to whether there was an update on the date (to allow travel plans to change if needed);
  - (d) on 4 September, potential new dates were proposed and Genesis confirmed its availability for two of the four dates; and
  - (e) on 15 September, Genesis was informed that the proposed 'Issues Conference' would not be going ahead on any of the proposed dates.

### *Genesis' request to respond*

22. Paragraph 11 of the Minute states:

Once the technical advice has been received from Ms Robb and Mr Lieffering, the Panel will consider whether it would be appropriate to seek the views of the Applicant and participants.

23. Genesis acknowledges that the Panel Conveners' Practice and Procedure Guidance states that:<sup>25</sup>

Advisers do not have a deliberative role. Except when advisers are drafting any non-evaluative or determinative aspect of a decision, procedural fairness requires that all communications between the panel and advisers are recorded and made available to participants. Panels should consider whether participants should be given an opportunity to respond to the advice provided.

24. In this case, if any reliance is to be made by the panel on the expert information received, Genesis requests that the technical advice be promptly shared and

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<sup>25</sup> [Panel-conveners-practice-and-procedure-guidance.pdf](#) at 14.15.



that it has an appropriate right to respond (which may include through the response to draft conditions).

**Dated** this 22<sup>nd</sup> day of September 2025

A handwritten signature in blue ink, appearing to read 'D. Allen', is positioned above a horizontal line.

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**David Allen / Chelsea Easter  
Counsel for the Applicant**