

**BEFORE AN EXPERT PANEL
LAKE PŪKAKI HYDRO STORAGE
AND DAM RESILIENCE WORKS**

FTAA-2510-1120

Under the

FAST-TRACK APPROVALS ACT 2024

In the matter of

an application for resource consents for the Lake Pūkaki Hydro Storage and Dam Resilience Works

By

MERIDIAN ENERGY LIMITED

Applicant

GENESIS ENERGY LIMITED COMMENTS ON DRAFT CONDITIONS

12 June 2026

BUDDLE FINDLAY

Barristers and Solicitors
Wellington

Solicitor Acting: **David Allen / Chelsea Easter**

Email: david.allen@buddlefindlay.com / chelsea.easter@buddlefindlay.com

Tel 64 4 462 0423 Fax 64 4 499 4141 PO Box 2694 DX SP20201 Wellington 6011

MAY IT PLEASE THE PANEL:

1. The Panel has invited all persons invited to comment under s 53 of the Fast-track Approvals Act 2024 (**FTAA**) to provide comments on the draft conditions.¹
2. Genesis Energy Limited (**Genesis**) has reviewed the draft conditions for the resource consent to take, use, dam or divert water and an updated version, with Dr Mitchell's proposed edits shown as tracked changes, is provided in Attachment 1 to Dr Mitchell's evidence (**Appendix One**). Additional reasoning in respect of specific conditions is provided below. Given the nature of the draft decision counsel have inferred several points in line with the Panel's overall decision to grant the approvals subject to conditions.
3. For completeness, Genesis has no comments on the Panel's draft conditions for the other three consents,² the wildlife approval conditions, or the two management plans.³

SUPPORT FOR CONDITIONS THAT PROTECT THE TEMPORARY STRUCTURE

Genesis strongly supports the proposed conditions relating to the Tekapo B Power Station and Temporary Tailrace Structure

4. Genesis fully supports the inclusion of proposed conditions 14 to 27. These conditions are largely as proposed by Dr Mitchell⁴ to which Meridian did not respond. While the Panel's reasoning is not yet provided, it is evident that the Panel has accepted the conditions proposed by Dr Mitchell which reflect the expert technical evidence provided by Mr Groves and Ms Stanway (from WSP). On that basis, it is essential that these draft conditions do not substantively change. For the avoidance of doubt, there are no trade competition issues that arise from the imposition of proposed conditions 14 to 27.⁵

Genesis allowing access for Meridian

5. In its response to the Panel's request for information 1.C – Tekapo Tailrace Issues, Genesis confirmed that it would grant Meridian access to undertake the works if the conditions Genesis sought were imposed and other matters were met. The relevant passages of Genesis' response are set out below.
 5. Implicit in the conditions proposed by Genesis is that Genesis would allow access for the works to be undertaken. It is in Genesis' benefit to allow Meridian access to undertake the works proposed in Genesis' proposed conditions. If the conditions it seeks are imposed, Genesis confirms it would grant Meridian access to undertake the works subject to:
 - (a) prior notice to Genesis is required before entering any land owned by Genesis;
 - (b) compliance with Genesis' policies and procedures (provided in advance to Meridian);
 - (c) compliance with all statutory and regulatory requirements, including any necessary health and safety requirements and oversight;

¹ Minute 7 of the Expert Panel at [1].

² Air discharge consent; consent to disturb and to deposit material on the bed of Lake Pūkaki; and consent to discharge contaminants to land or water.

³ Lake Pūkaki resilience works draft dust management plan; and Lizard Management Plan.

⁴ [Attachment 1 to evidence of Phil Mitchell](#) at proposed conditions 3 to 12 and 14 to 18.

⁵ Meridian confirmed in its response to comments that it has no issues from a trade competition perspective in respect of Genesis' comments on the potential implications of its proposal on the Tekapo B Power Station temporary tailrace and weir. See [Submissions of counsel for Meridian Energy Limited](#) at [53].

- (d) consultation with Genesis on staging and scheduling any investigation or works to minimise the impact on the operation of the Tekapo Power Scheme;
- (e) provisions being in place to allow emergency operation should it be required;
- (f) all data and material/information, in any form, collected from any investigations must be copied to Genesis within 2 working days following collection; and
- (g) any reports, updates, correspondence whatsoever arising from the data and/or investigations must be provided to Genesis within 2 working days and:
 - (i) any feedback from Genesis must be accepted; or
 - (ii) if not, reasons provided and the reasons for not accepting included within those reports, updates, correspondence.

6. Genesis is open to a condition including the above matters being imposed if the Panel considers that is required (and if required Genesis could comment on such a condition through the next part of the process).

6. The Panel has not imposed a condition including the matters above and the advice note as currently drafted is inaccurate. Minor changes are proposed by Dr Mitchell in **Appendix One** to the advice note to accurately reflect Genesis' position in its response to the request for further information.

Indemnity

- 7. Meridian attached a draft indemnity to its response to comments.⁶ As alluded to in Genesis' comments,⁷ it has been involved in ongoing discussions with Meridian. Those discussions continued following the s 53 comment period but have not resulted in any agreement. Meridian provided its latest offer on 5 June 2026.
- 8. Meridian offered some measures (works and compensation/revenue) in relation to the Tekapo B Power Station temporary tailrace and weir (**Temporary Structure**) in the latest draft indemnity. However, those measures are limited and remain subject to material qualifications and limitations. Consequently, the indemnity does not fully address the risk created by the Lake Pūkaki Hydro Storage and Dam Resilience Works (**Pūkaki Project**) on the Temporary Structure. Accordingly, Genesis remains in **full support** of the Panel's draft Conditions 14 to 27.
- 9. Further, the indemnity was only offered on the basis that Genesis withdraw its opposition to Meridian's consent application in full. Genesis considers that, as a major participant in New Zealand's electricity system and the owner and operator of Huntly Power Station, it has an ongoing responsibility to identify and communicate material security of supply risks. Genesis could not agree to any arrangement that would prevent it from raising genuine security of supply concerns associated with the Pūkaki Project, especially on the basis the indemnity was only intended to address Genesis' asset integrity related risk considerations.
- 10. The compensation/revenue measures in the draft indemnity go beyond what is relevant to the Panel and what it could impose as conditions under the FTAA. Genesis agrees with what it infers to be the Panel's decision that, in the absence of an agreement, Conditions 14 to 27 appropriately address an otherwise significant

⁶ [Submissions of counsel for Meridian Energy Limited](#) at [40]–[42] and Attachment E.

⁷ [Comments by Genesis Energy Limited](#), Appendix One at [14].

potential adverse effect on nationally and regionally significant physical infrastructure and natural resources.⁸

SUPPORT FOR CONDITIONS IMPOSING EXPIRY DATE

11. Genesis strongly supports draft Condition 1 which is as proposed by Dr Mitchell.⁹ This draft condition must not change in the final decision. It is essential that the conditions include an expiry date so that the term is conditioned and enforceable under the Resource Management Act 1991.

CONDITIONS PROPOSED BY GENESIS AND NOT INCLUDED BY THE PANEL

Winter works

12. The draft conditions do not include Genesis' proposed condition which constrained when the lake could be lowered.¹⁰ Dr Mitchell has suggested in **Appendix One** a modified version is included in the final conditions (Condition 2). Reflecting the Panel's decision to grant, Dr Mitchell's earlier proposed drafting that included an electricity supply shortage trigger has been removed. However, as set out in Genesis' s 53 comments, the 'project' is limited to three consecutive winters,¹¹ and Genesis has proposed such wording is included in amendments to Condition 2.
13. This amendment addresses Genesis' concern as to the scope point raised in its s 53 comment as to what the Panel can grant consent for. When considering the purpose of the FTAA in deciding whether or not to grant the Pūkaki Project, including the conditions, the Panel **must** apply the 'project' as defined in the s 28 notice.¹²

Inclusion of Genesis in conditions relating to pro-active notification, weekly reporting, post-event reports

14. It is unclear from the draft decision why Genesis was not included in the conditions relating to pro-active notification,¹³ weekly reporting when the lake is below 518 m RL,¹⁴ and post-lowering event reporting.¹⁵ As an affected landowner, Genesis should be included so it is able to monitor the tail water level and state of the Temporary Structure.

LAWFULNESS OF CONDITIONS

Legality of consent scope

15. It is unclear what the Panel is intending by the inclusion of the 'Consent Scope' text before the general conditions. As set out in Genesis' s 53 comments, if that text is intended to be an advice note, it cannot be enforced.¹⁶ To be legally enforceable it

⁸ And are no more onerous than reasonably necessary (as supported by Dr Mitchell [Attachment 1 to evidence of Dr Mitchell](#)).

⁹ [Attachment 1 to evidence of Phil Mitchell](#) at proposed condition 1.

¹⁰ [Attachment 1 to evidence of Phil Mitchell](#) at proposed condition 2.

¹¹ [Comments by Genesis Energy Limited](#) at [14].

¹² [Comments by Genesis Energy Limited](#) at [17]. Using the following provisions in the order provided in the Fast-track Approvals Act: step one is 81(2)(b) and (3)(a); step two is sch 17 cl 17(1)(a); step three is s 3; and step four is the definition of 'project' in s 4 which takes you to the notice under s 28.

¹³ Draft condition 3 which is equivalent to Genesis' proposed condition 10.

¹⁴ Draft condition 4 which is equivalent to Genesis' proposed condition 18.

¹⁵ Draft condition 6 which is equivalent to Genesis' proposed condition 20.

¹⁶ [Comments by Genesis Energy Limited](#) at [40].

must be a numbered condition of consent (as proposed by Meridian in its response to the s 53 comments¹⁷).

16. The 'Consent Scope' text is also inaccurate, including because consents CRC905321.7 and CRC185833 do not allow Meridian to operate the lake between 518 m RL and 513 m RL. The pre-April 2025 situation was that:
 - (a) consent CRC905321.7 (see **Appendix Two**) authorised the lake to be operated between 518 m RL and 532.5 m RL but did not include any contingent storage conditions;
 - (b) Plan Change 1 to the Waitaki Catchment Water Allocation Regional Plan amended rules 3 and 17 of the WAP to permit the lowering of Lake Pūkaki to 513 m RL when Transpower commences an official conservation campaign, but is not referred to in either consent;¹⁸ and
 - (c) consent CRC185833 (see **Appendix Three**) was granted in 2018 following Plan Change 3 to the Waitaki Catchment Water Allocation Regional Plan and allowed the lake to be operated down to 515 m RL during an alert.¹⁹
17. Proposed amendments to the 'Consent Scope' drafting are included in Dr Mitchell's condition changes in **Appendix One**. However, as noted in **Appendix One**, Dr Mitchell's preference is that his amendments to Condition 2 result in the 'Consent Scope' not being required.

FINAL COMMENT

Security of Supply

18. Genesis notes that, despite a clear intention to grant the consents sought by Meridian, the draft decision (and conditions) do not substantially address the security of supply concerns raised by Transpower, the Minister of Energy, the Minister for the South Island, the Parliamentary Commissioner for the Environment and Genesis.
19. In particular, the conditions impose no limit (Dr Mitchell has proposed some limits in his Condition 2 drafting) on Meridian's access to the contingent storage. Genesis remains concerned that converting contingent storage from a strategic reserve into a routinely available resource risks reducing its availability during periods of system stress when it may be most needed by New Zealand as a whole.
20. While Genesis acknowledges the Panel's draft decision to grant the approvals, it wishes to record its continued concerns as to the nationally significant adverse impacts of the Pūkaki Project, especially for security of supply. Those concerns are

¹⁷ [Evidence of Amy Callaghan](#) at [24]–[25].

¹⁸ Meridian specifically excluded Tekapo B Power Station from its assessment of effects for PC1, including by reference to a Water Management Agreement with Genesis (which has since expired). See Private Plan Change request by Meridian Energy Limited, Emergency electricity supply: managing the minimum level of Lake Pūkaki, dated April 2012 at [7.27(c)]. Therefore, the permitted baseline should not be applied, and Tekapo B cannot be included with any existing environment argument in relation to PC1.

¹⁹ Meridian provided the Panel with correspondence from Genesis dated 14 May 2018 and 8 June 2018. Both letters state that Genesis does not oppose the application "on the basis that Meridian state that the current 4% and 10% Hydro Risk Curve's will, at all times of the year, be breached before Meridian are able to manage Lake Pūkaki level to and below the minimum lake level of 518m."

independent of Genesis' asset-specific interests and arise from its role as a major participant in New Zealand's electricity system.

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

David Allen / Chelsea Easter
Counsel for Genesis Energy Limited