

Rachael Clark

From: BDeVilliers (Byron) <Byron.DeVilliers@water.co.nz>
Sent: Thursday, 2 March 2023 3:40 pm
To: Jenny Vince; REBECCA.DAVIES; WHung (William); Rachael Clark; rob.owens@nzdf.mil.nz
Subject: RE: Watercare Whenuapai Wastewater Servicing Strategy - works at 32 Mamari Road
Attachments: WA1328-MOM-NZDF-01.pdf

Afternoon All,

Thanks again for your attendance and a good discussion, please find attached Minutes of the meeting.

Please let me know if you have any comments/additions or corrections.

Regards

Byron de Villiers | Senior Project Manager - Design Delivery

Watercare Services Limited

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Customer service line: +64 9 442 2222

Postal address: Private Bag 92 521, Victoria Street West, Auckland 1142, New Zealand

Physical address: 73 Remuera Road, Remuera, Auckland 1050, New Zealand

Website: www.watercare.co.nz



[Book time to meet with me](#)

-----Original Appointment-----

From: Jenny Vince <Jenny.Vince@beca.com>

Sent: Tuesday, 21 February 2023 8:40 am

To: Jenny Vince; REBECCA.DAVIES; WHung (William); BDeVilliers (Byron); Rachael Clark

Subject: Watercare Whenuapai Wastewater Servicing Strategy - works at 32 Mamari Road

When: Monday, 27 February 2023 1:00 pm-2:00 pm (UTC+12:00) Auckland, Wellington.

Where: Microsoft Teams Meeting

CAUTION: External Email!

Hi all

Meeting to discuss the works at 32 Mamari Road within the Defense designation (4311), and specifically in relation to the approach/departure fan for the main runway (03/21).

Jenny

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 457 647 268 978

Passcode: 67PBRr

Minutes of meeting

Time and date: 13:00-14:00 | Monday 27th February, 2023.

Subject: Whenuapai Package 2 – Works at 32 Mamari Road, Whenuapai

Attendees: Byron De Villiers, William Hung (Watercare), Jenny Vince, Rachael Clark (Beca), Rebecca Davies, Rob Owen (NZDF))

Location: Teams

File no.: WA1328-MOM-NZDF-01

1. Introductions.

2. Project Discussion:

- NZDF advised that they have not had communications regarding the works prior to 8th December.
- Watercare confirmed that there is little flexibility in location of the Break Pressure Chamber due to hydraulics, topography, future road construction, and ground conditions of the area. Further confirmed that the structure will be below ground, excepting a single 2 to 4m vent.
- Watercare confirmed construction methodology has now been revised since the first version was communicated to NZDF which lead to the concern regarding crane heights and OLS intrusions:
 - Construction of the shaft and break pressure chamber can be completed without breaching the OLS, 11m at shaft location on 32 Mamari road.
 - Lifting the Tunnel Boring Machine out of the ground once tunneling is complete will require use of a 17m crane, which will breach the OLS for up to 6 hours, as a once-off activity.
- NZDF noted that improvement and confirmed a single 6-hour breach was more easily able to be accommodated, however would still need further engagement with base operations to check that this would be workable. Further noted the requirement for a firm commitment to stick to the 11m, except as negotiated with base ops for the 6-hour infringement. Overall, the revised construction methodology was generally considered workable.
- NZDF suggested that NZDF may need to see the contract with the constructor binding them to a specific mode of operation.
- NZDF noted that Watercare would need to have clear lines of communication with base ops, including for work under the OLS. This is necessary so that if a pilot identifies an object within the OLS, and they call base ops, base ops can confirm that the runway can stay open (or whether it needs to close). Further stated that operations from the runway could be sporadic, and things can change at short notice.
- Watercare confirmed that the removal of the TBM could be programmed and communicated to NZDF in advance and could be delayed for a couple of days if required. Watercare suggested it would be good to have guidance from NZDF on form and extent of communication plan with NZDF, this could then be put into management plan and contract.

- Beca suggested a condition specific to the break pressure chamber area may be useful for construction of the BPT, but also for future protection. This may be the most practical way of ensuring Watercare's adherence to the construction height restrictions.
- NZDF noted the OLS applies across the wider project area. NZDF noted that they also require confirmation if works anywhere else within the designation will breach the OLS.
- Watercare confirmed that they are in the process of completing survey plans for the wider works area to confirm the OLS levels and will then be able to confirm that no other breaches are required.
- NZDF advised they would look for a condition in the construction contract, so that if a contractor breaches the OLS and this results in runway closure, penalties can be applied.
- NZDF recommended CAA approval is sought promptly, and that this may be helpful for RO/RD to evidence that the works will not obstruct or hinder NZDF (required to give signoff without going to the minister)

3. Actions:

- a. Watercare to start CAA process asap.
- b. Watercare to send site surveys showing OLS, construction methodology, and wider works information through to Rebecca.
- c. NZDF to provide steer on preferred communications and engagement with base operations for incorporation into construction management plans
- d. Rachael / Jenny to work with Rebecca on conditions

Application for Tree Owner Approval



This form will be assessed by the Urban Forest Specialist team. If you do not provide the necessary information, your application may not be accepted for processing. We recommend that you read our guidance on our [website](#) before you submit this application.

Send the completed form to treemanager@aucklandcouncil.govt.nz with 'Tree request for [Local board]' in the email subject line.

1. Site location details

Suburb:			
Number:		Street:	
Local board (you can find your local board here):			

2. Application details

This application is for (tick all the boxes necessary to cover the proposal):

- ☐ Pruning works
- ☐ Works in the root zone (attach an appropriate Tree Protection Management Plan)
- ☐ Tree removal

3. Scope of works

3.1 Description of the proposed activity (for example: installation of services or a new vehicle crossing):

3.2 Details of each affected tree:

Include species, height, condition assessment and trunk diameter (at height of 1.4 metres).

3.3 Reason for proposed tree works:

3.4 Scope of the activity proposed (for example: a trench within the root zone, removal of foliage):

3.5 List the alternative options you have explored and why they were dismissed:

For example: site design options to retain trees, tree sensitive construction methods to enable tree retention)

I have attached the following relevant documents to this application:

- ☐ Tree Protection Management plan (if applicable)
- ☐ Plans
- ☐ Relevant reports
- ☐ Photos (current)

4. Applicant's details

The applicant is the person responsible for work delivery, non-compliance, and payment of invoices.

Full name:			
Physical address:			
Postcode:			
Postal address (if different from above):			
Postcode:			
Phone (day):		Mobile:	
Email:			

5. Agent details (if relevant)

The agent is the person representing the applicant solely for the purpose of obtaining Tree Owner Approval. They are not responsible for compliance of the conditions.

Full name:			
Physical address:			
Postcode:			
Phone (day):		Mobile:	
Email:			

6. Agreement by applicant

I agree to the following:

- ☐ The Tree Owner Approval does not allow you to proceed until you have all relevant planning consent approvals required for your project.
- ☐ All tree works taking place on Auckland Council trees must comply with accepted arboriculture standards and must be carried out by a qualified arborist.
- ☐ Any physical works on Auckland Council land must be carried out in accordance with the requirements of the Health and Safety at Work Act 2015 and Auckland Council Health and Safety standards.

Applicant's name:

Date:

7. Office use only

Application ID:

Date granted:

Granted by:

Senior Urban Forest Specialist
Regional Specialist Team
Community Facilities

Decision for Tree Owner Approval

Arboriculture and Eco Services, Community Facilities

Application Reference: 19 Westpoint Drive, Hobsonville

Tree owner approval is granted subject to the following requirements:

General

1. The accepted and approved activities include only those specified in the scope of works on this application for 19 Westpoint Drive, Hobsonville.
 - a. Proposed removal of 450m² of mixed vegetation within Open Space land.
 - b. Proposed removal of 1 x 4m Kowhai (T14 – potentially to be retained)
2. All works in relation to the subject trees shall be undertaken in accordance with the recommendations, requirements and methodologies provided in the site-specific arboriculture memo supporting this application, '*Arboricultural Assessment of Effects of Establishment of Shaft 8 construction yard and establishment of construction access resulting in the removal of riparian trees, trees within 20 m of a wetland and reserve trees at 27 Trig Road, Whenuapai, and 19 Westpoint Drive, Hobsonville* ', prepared by Sean McBride, The Tree Consultancy Company Ltd dated 11th January 2023.
3. A copy of this form should be held on-site throughout the duration of the works.
4. The applicant shall be directly responsible for all costs associated with the proposed works.
5. Prior notification of the works commencement date must be provided to the Urban Forest Specialist with no less than 5 days' notice.
6. Within 10 working days of completion of the site works, the site arborist is to send a memo of compliance to Council's Urban Forest specialist at treemanager@aucklandcouncil.govt.nz, confirming that the works have been carried out in accordance with this TOA and the site arb report.
7. This Tree Owner Approval (TOA) shall lapse after a period of two years from the date granted. The approved work shall be undertaken within two years issue of this agreement, or a new TOA shall be sought.
8. All construction and works within the vicinity of a public tree must be carried out in accordance with arboriculture industry tree protection best practice and standards. It is expected that all arboriculture specialists qualified to carry out guidance and oversight of construction will be familiar with and adhere to industry standards. Acceptable standards include BS 5837:2012, ANSI A300 and AS:4970-2009.

Tree Removal

9. Tree removal is limited to that as described in the attached supporting arboricultural assessment. It is the applicant's responsibility to obtain any necessary planning consents and other approvals where required.
10. Tree removal must be carried out by an arboriculture contractor that is Council health and safety approved and shall be done in accordance with current arboricultural best practice. No debris or materials shall be stored or left on the road reserve.

Mitigation Planting

11. Mitigation planting is to follow recommendations as discussed in the supporting arboricultural assessment in section 5. As the project progresses the issue around mitigation planting will need to be discussed and confirmed to ensure no canopy or ecological losses occur as a result of the proposed works.

Approved By:

Date: 30/08/2023

Signature:



Name: Nick Harrison

Urban Forest Specialist

Regional Specialist Team

Community Facilities





Watercare Services Limited (NZBN 9429039071552)
73 Remuera Avenue
Remuera
Auckland, 1010

**LICENCE TO OCCUPY TRANSPORT AGENCY LAND AT HOBSONVILLE INCLUDING
STATE HIGHWAY RESERVE (WBS 88210890)**

- 1 Her Majesty The Queen acting by and through her Minister for Land Information, on behalf of Waka Kotahi NZ Transport Agency (**Transport Agency**), owns the land at the end of Sinton Road East, Hobsonville, legally described as Sections 64-66 SO 444423 (Parcel IDs 7340892, 7340893, 7340896). The Crown has the power under section 45 of the Public Works Act 1981 to grant a licence of the land, and has delegated management of the land to the Transport Agency.

Additionally, the land comprising State Highway 18 (Parcel IDs 7342959, 7765986) is controlled and managed by Waka Kotahi NZ Transport Agency (**Transport Agency**), pursuant to the Government Rounding Powers Act 1989. The Transport Agency has the power under section 61A of that Act to grant a licence of the land.

- 2 The Transport Agency (**Landlord**) grants Watercare Services Limited (**you**) a non-exclusive licence to access that part of the land shown shaded in blue, and to occupy those areas noted as Location IDs in Attachment 1 (together **Land**) for a five year period from the date this agreement is signed by the Transport Agency, on the terms and conditions set out in this letter (**Licence**).
- 3 Due to its overriding statutory obligations, the Transport Agency may terminate this Licence at any time by giving you not less than one (3) months' notice in writing. You are not entitled to any compensation for any such early termination.
- 4 There is no right of renewal, however if after the expiry of this Licence the Transport Agency allows you to remain in occupation of the Land, you may remain in occupation on the same terms as this Licence (including payment of the Licence Fee) except that either party may terminate such occupation by giving 20 working days' notice at any time.
- 5 You will pay the Transport Agency, by monthly automatic payments to the Transport Agency's nominated bank account in advance, a licence fee of \$1.00 plus GST per annum (**Licence Fee**) if requested.
- 6 You will pay the Transport Agency, as invoiced to you, the Transport Agency's costs in relation to the preparation of this Licence of \$580.00 plus GST.
- 7 You may only use the Land for access and to undertake geotechnical investigations in the 15 specified test locations for the Northern Interceptor Shared Corridor project as

detailed in the background memo contained in Attachment 2. You may not place or display any signage or advertising on the Land, or construct any buildings, structures or other improvements without first obtaining the Landlord's consent.

- 8 You must comply with:
- a) The plans attached to this Licence;
 - b) The Works Access Permit and other conditions approved by Auckland System Management; and
 - c) all relevant legislation, regulations and bylaws affecting the Land and your use of it, and must not cause or allow any act on the Land that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Land. You must, at your own cost, obtain and comply with all resource consents, permits and other planning approvals required for the use of the Land described in clause 7.
- 9 Given the close proximity of the Land to the operational State Highway carriageway, you must comply with all traffic safety requirements of the Transport Agency to ensure the safety of persons occupying the Land and of State Highway users, including to avoid visual distraction of the latter.
- 10 Without limiting your obligations under this clause 10, you must do all things necessary as the occupier of the Land to comply with the Health and Safety at Work Act 2015 (**HSW Act**) including:
- (a) ensuring, so far as is reasonably practicable, that the Land and anything arising from the Land are without risks to the health and safety of any person;
 - (b) notifying the Transport Agency immediately if the you become aware of any hazard or risk on the Land, or in the vicinity of the Land, which might, or may have the potential to, harm any person and for which the Transport Agency would be liable to remedy;
 - (c) developing, implementing and at all times during the term of this Licence maintaining a programme promoting the health and safety of people on the Land and a system of auditing such programme, and upon receiving a written request by the Transport Agency you will provide reasonable details of the programme implemented by you and access to that system; and
 - (d) complying with any notices issued by the regulator unless the work required by a notice would otherwise be work required to be undertaken by the Transport Agency under this Licence.
- 11 You must, at your own cost, keep the Land in a clean and tidy condition, free from rubbish, obstruction or damage, and must promptly repair any damage caused by you or any person using the Land under this Licence. If you fail to do so, the Transport Agency may (in addition to its other rights) repair any damage and recover the costs from you.
- 12 The Transport Agency may carry out any works on land adjacent to or near the Land. The Transport Agency will take all reasonable steps to ensure that the works are

carried out in a way that causes a minimum of inconvenience to you. You agree not to take any injunction, proceedings or otherwise make any objection to the works, and will not make any claim for compensation.

- 13 You agree to allow the Transport Agency and its agents, contractors and employees to have access to the Land at all reasonable times. The Transport Agency will give reasonable notice of entry onto the Land. The Transport Agency may enter the Land during the term of this Licence, but will use its reasonable endeavours to minimise any disturbance or inconvenience to you or your property on the Land.
- 14 You acknowledge that the Land is controlled and managed by the Transport Agency as part of its statutory responsibilities, including under the Government Roadway Powers Act 1989 and the Land Transport Management Act 2003, which prevail over the terms of this Licence.
- 15 The Transport Agency makes no warranty or representation that the Land is fit for any particular use, and you acknowledge that you have entered into this Licence completely in reliance upon your own skill and judgment. You agree to occupy and use the Land at your own risk, and release the Transport Agency from any claim for any loss or damage you may suffer or incur.
- 16 You indemnify the Transport Agency against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Transport Agency as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Land.
- 17 You must meet costs and expenses (including legal costs on a solicitor/client basis) which the Transport Agency may incur in enforcing its rights under this Licence.
- 18 You must keep, at your own expense, a current policy of public liability insurance for \$5,000,000 (or such higher amount as the Transport Agency may from time to time reasonably require). During the term of this Licence, the Transport Agency is entitled to require you to provide evidence that you have this cover.
- 19 You agree not to take or participate in any action (including lodging any objection to any statutory authority) which may have the effect of preventing or interfering with the Transport Agency's future plans for the Land or any adjoining land.
- 20 If you do not comply with any of your obligations under this Licence, the Transport Agency may give you notice requiring you to remedy that breach within a reasonable period of time. If you do not do so, the Transport Agency may then immediately terminate this Licence.
- 21 You must, on expiry of this Licence, leave the Land in the same condition it was in at the commencement of this Licence.
- 22 This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this Licence to or with any other person.

- 23 This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Transport Agency (either directly or indirectly through its external property advisors) regarding your use of the Land. Any amendments to this Licence must be recorded in writing and signed by both you and the Transport Agency.
- 24 Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to **Melissa Turner** at Darroch, Auckland.

Yours sincerely



Priyani De Silva-Currie
Acting Manager, Infrastructure Property
Waka Kotahi NZ Transport Agency
acting under delegated authority
from the Minister for Land Information

Dated: 20/05/ 2021

The terms of the Licence granted by this letter are agreed and accepted by Watercare Services Limited.



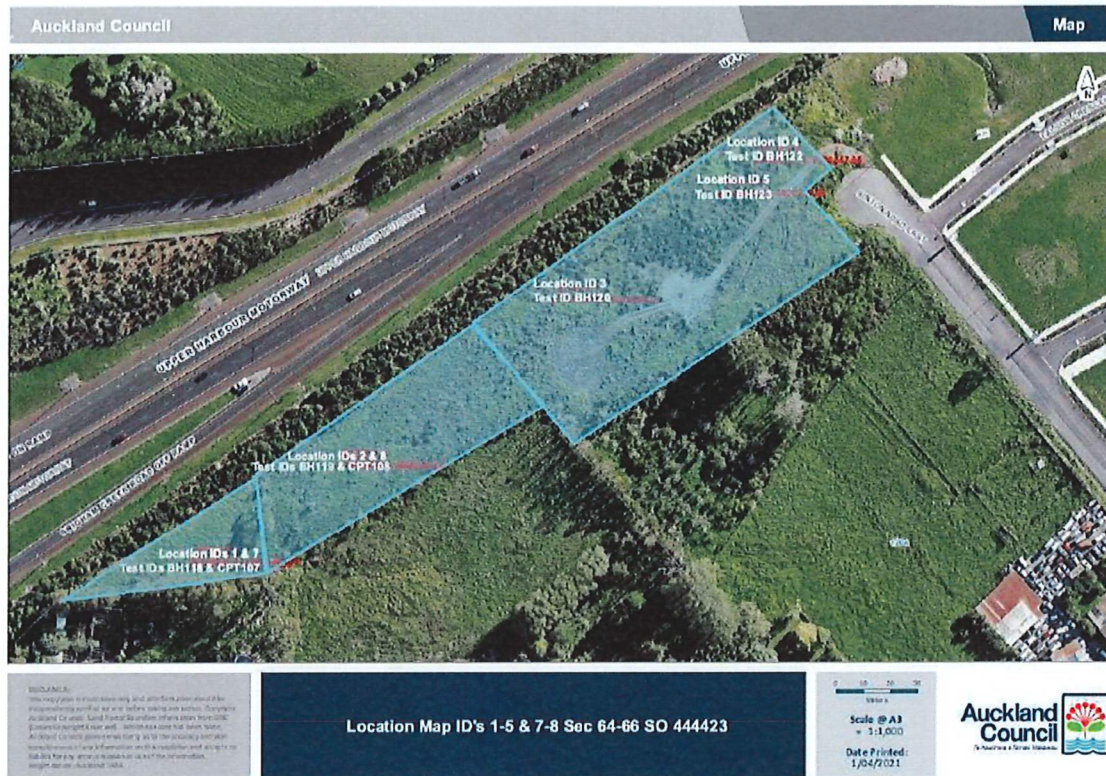
Authorised Signatory



Name

Dated: 18/5/ 2021

Attachment 1 – Land as shaded blue (as per clause 2)



Attachment 2 – Background Memo

 MEMO

To:	David Bryan – Senior Property Manager – Transport Services
From:	Rochelle Killey – Align Limited acting on behalf of Watercare
Date:	6 April 2021
Subject:	Access to Waka Kotahi land adjacent to the SH18 Motorway Corridor for the purpose of geotechnical investigations

Purpose

Watercare Service Limited is seeking access to land adjacent to the SH18 motorway corridor owned by Her Majesty the Queen and under the control of Waka Kotahi New Zealand Transport Agency (Waka Kotahi) to undertake geotechnical investigations for the Northern Interceptor Shared Corridor project.

Background

The Watercare project subject to this application is the Northern Interceptor Shared Corridor. The project objectives are as follows:

- a) To provide additional capacity in the wastewater network for growth and development in the North West Auckland in a manner that:
 - o Protects public health;
 - o Is consistent with Watercare's Strategic Objective of being a minimum cost service provider;
 - o Avoids, remedies, or mitigates adverse environmental, cultural, and social effects to the greatest extent practicable; and
 - o Provides for flexibility of construction staging to recognise the uncertainties of projected growth.
- b) To provide statutory protection for the Northern Interceptor and to enable its future construction, operation, and maintenance.

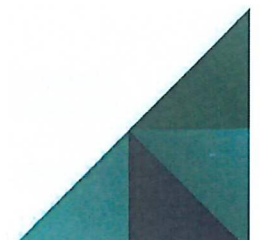
Statutory protection has been achieved with Designation 9377 for the North Harbour No. 2 Watermain/Northern Interceptor Shared Corridor for the purpose of water supply and wastewater purposes including pipelines, pumping stations and associated infrastructure.

The North Harbour No. 2 Watermain project is to construct a duplication of the watermain over the Upper Waitemata Harbour which will run for 33 kilometres from Titirangi to Albany. The works on the Upper Harbour to Albany section has commenced and will to be constructed over the next three years, with the remainder to be completed progressively by 2026.

Northern Interceptor Shared Corridor Project details

The Northern Interceptor Shared Corridor project is broken into six (6) phases with construction of phase one (1) for Hobsonville to Rosedale currently underway with construction due to be completed in early 2021.

Phase two (2) is dependent on the delivery of the Northern Interceptor from Hobsonville to Rosedale and is currently in the design phase. It runs from Westgate to Hobsonville and is for the construction of the second stage of the Northern Interceptor to divert wastewater flows from Whenuapai, Redhills, Kumeu, Huapai and Riverhead catchments to the Rosedale Wastewater Treatment Plant.



The results of the geotechnical investigations subject to this access request and the CAR application currently being processed by ASM will inform the design of the wastewater infrastructure within the 9377 Designation.

It is anticipated that the physical construction activity to install the required infrastructure will commence in mid-2022 and be completed by mid-2027.

This construction timeline is indicative and will be subject to the completion of the detailed design, the granting of any required consents and a further CAR/WAP/Licence to Occupy request.

A plan showing the preferred route alignment for the Northern Interceptor Shared Corridor is attached as Attachment 1 and the sites subject to this Licence to Occupy (LTO) request with the access point locations displayed is attached as Attachment 2.

Licence to Occupy (LTO) details and proposed access to the test locations.

The Project requires geotechnical investigations on 15 test locations on land under the control of Waka Kotahi adjacent to the SH18 motorway corridor on land subject to Designation 9377 for the North Harbour No. 2 Watermain/Northern Interceptor Shared Corridor and Designation 6741, State Highway 16 and 18 - Westgate to Whenuapai and Hobsonville.

The 15 test locations are detailed below, with the type of the testing and the duration required at each location detailed in Attachment 3 Geotechnical Details Investigation Points.

Access is requested to undertake the initial testing and to install data collection devices, and to access the test locations to retrieve data at a two-month frequency over a five-year period.

It is proposed to access the test locations detailed in the table below from legal local road onto land under the control of Waka Kotahi to undertake the required geotechnical testing.

A Licence to Occupy agreement for access and to undertake the geotechnical testing is requested and required over the following land parcels as details in the table below;

ID #	Investigation Point Detail	Address	RoT	Legal Description	Proposed Access Point
1	WSL-21-BH118	Brigham Creek Road	569513	SEC 32 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto and over: Sec 64 SO 444423 SEC 65 SO 444423 to test site on SEC 66 SO 444423
2	WSL-21-BH119	Brigham Creek Road	568872	SEC 65 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto and over Sec 64 SO 444423 To test site on HMQ land SEC 65 SO 444423
3	WSL-21-BH120	Brigham Creek Road	570035	SEC 64 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto test site on HMQ land Sec 64 SO 444423
4	WSL-21-BH122	Brigham Creek Road	570035	SEC 64 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto test site on HMQ land Sec 64 SO 444423
5	WSL-21-BH123	Brigham Creek Road	570035	SEC 64 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto test site on HMQ land Sec 64 SO 444423
7	WSL-21-CPT107	174 Brigham Creek Road	588085	SEC 66 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto and over: Sec 64 SO 444423 and SEC 65 SO 444423 To test site on HMQ land SEC 66 SO 444423
8	WSL-21-CPT108	Brigham Creek Road	568872	SEC 65 SO 444423	Waka Kotahi LTO for access From Sinton Road East onto and over Sec 64 SO 444423 To test site on HMQ land SEC 65 SO 444423
11	WSL-21-BH129	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873 and onto SECT 8 SO 445478



12	WSL-21-BH130	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873 and onto SECT 8 SO 445478
13	WSL-21-CPT110	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access and testing From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873 and onto SECT 8 SO 445478
14	WSL-21-CPT111	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access From Lockheed Street onto test site on HMQ land SECT 8 SO 445478
15	WSL-21-BH131	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873 and onto SECT 8 SO 445478
16	WSL-21-BH132	SH18	Nil	SO 508873	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873
17	WSL-21-BH134	SH18	Nil	SO 508873	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto and over legal motorway SO 508873
18	WSL-21-CPT112	SH18	Nil	SECT 8 SO 445478	Waka Kotahi LTO for access From and over the Watercare site at 2 Buckley Ave onto legal motorway SO 508873 and onto SECT 8 SO 445478

Description of geotechnical investigation

The Tunnel Ground Investigations Plan (Attachment 4) identifies test locations required for Project. Any of the following investigations are required to be undertaken:

- Machine boreholes referenced with BH.
- Groundwater monitoring well referenced with GW.
- Cone penetration tests referenced with CPT.
- Seismic cone penetration tests referenced with SCPT.

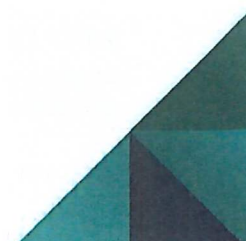
A schedule of the 15 test locations and the details of the geotechnical investigations required at each location is detailed in Attachment 3.

Each geotechnical investigation location will require circa 35m², more or less being an area of 5x7m.

The methodology proposed to be undertaken at each test location is as follows:

1. As a prerequisite to the commencement of any work McMillian Drilling will establish safety and environmental procedures which will include;
 - a. Hold a prestart meeting with all parties involved to agree on a plan for establishment of access to the test location,
2. A site visit will take place prior to mobilisation to determine ground firmness, track mats will be utilised where there is a risk of ground damage.
3. Prior to entry photographic evidence will be taken at the:
 - a. Point of access,
 - b. Over the route taken to the test location,
 - c. At the test location,
4. Identification of any in-situ assets,
5. Confirm if any in-situ assets will be impacted and note the obligation to reinstate to the same standard,
6. Installation of track mat and any wheel washing facility to avoid the tracking of debris onto the carriageway.

Please note that Traffic Management Plans have not been provided for this LTO request as each site will be accessed from local road network onto each property that the geotechnical testing is required.



At the time of entry to each location, photographic evidence will be taken to confirm the condition of the land and any vegetation that will be disturbed by the works. This will confirm the level of reinstatement required to make good the land subject to the geotechnical investigations.

Geotechnical Contractors Details and Resource List

Tonkin & Taylor has been as the principal contractor for the Geotechnical Investigations appointed to undertake the ground/geotechnical investigations.

Benjamin Westgate is the Tonkin & Taylor point of contact for the geotechnical investigation work and can be contacted via email BWestgate@tonkintaylor.co.nz or +6427 606 7460.

The T+T team will consist of up to 4 staff at one time, and will be a combination of the following team members (subject to availability):

Rory Mackay

Rebecca van der Krogt.

Ben Westgate

Florence Ruiz

McMillian Drilling has been appointed as the drilling contractor and can be contacted via email ash@mcdni.co.nz or 027 8364189.

The McMillian Drilling team will consist of up to 4 staff and will be a combination of the following team members:

Ash Mills

Greg Skerten

Murray Standen

Lei Vehekite

Nick Mepsted

Timing of work

Works will be commenced as soon as the access is provided.

As noted in the schedule in Attachment 3, the duration at each test site is between 3-5 days for each borehole and half a day for the cone penetration tests. It is anticipated that the total programme subject to this Licence to Occupy request will take circa 48 working days to complete the investigations at the test locations.

Access will be required on a two-month frequency to retrieve data from the installed devices. These devices will be installed for an anticipated five-year period and until the installation of the required infrastructure.



Rochelle Killey
Senior Property Consultant

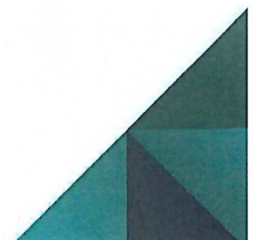
info@align.net.nz
www.align.net.nz

AUCKLAND. WELLINGTON. CHRISTCHURCH.

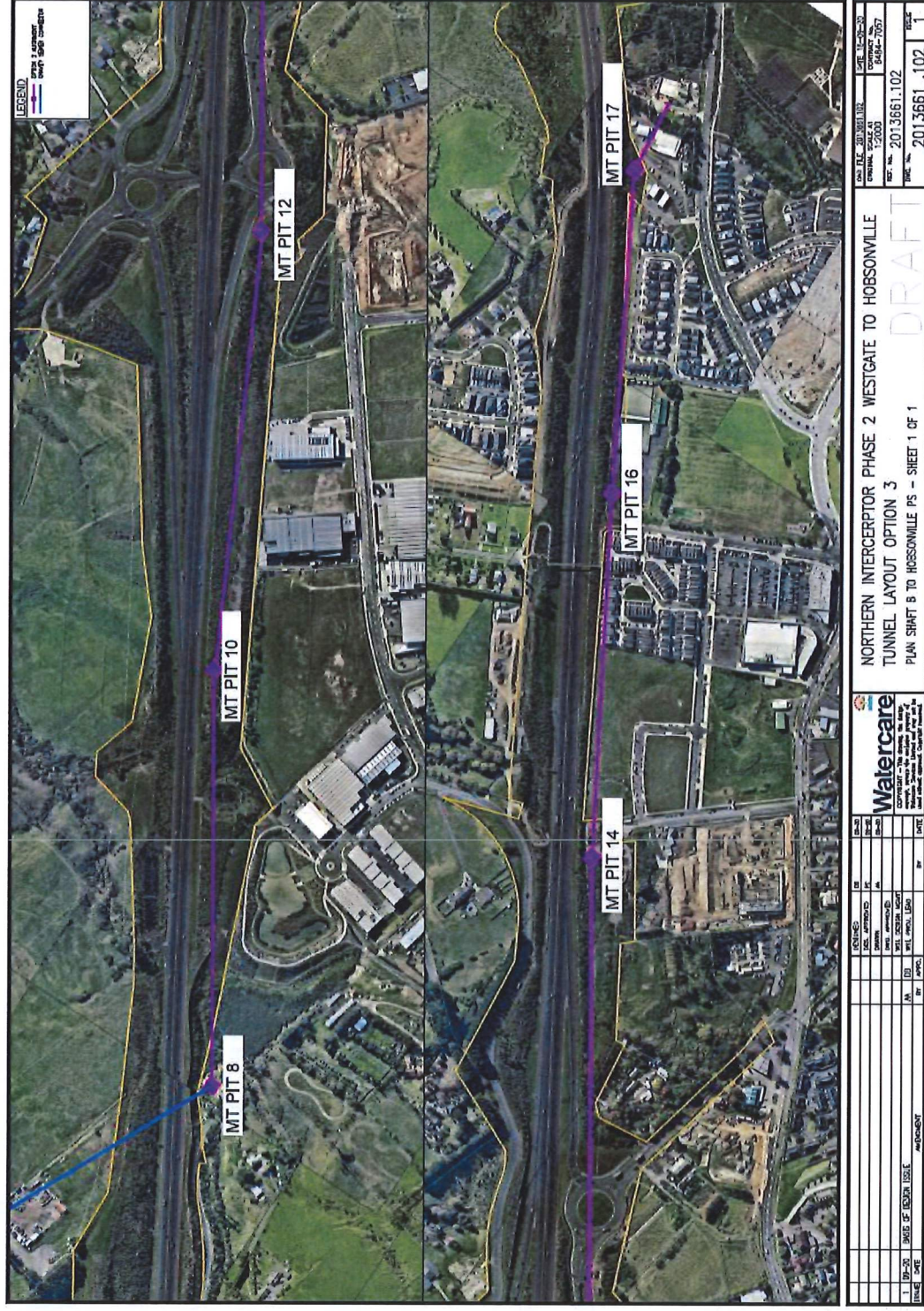


Attachments:

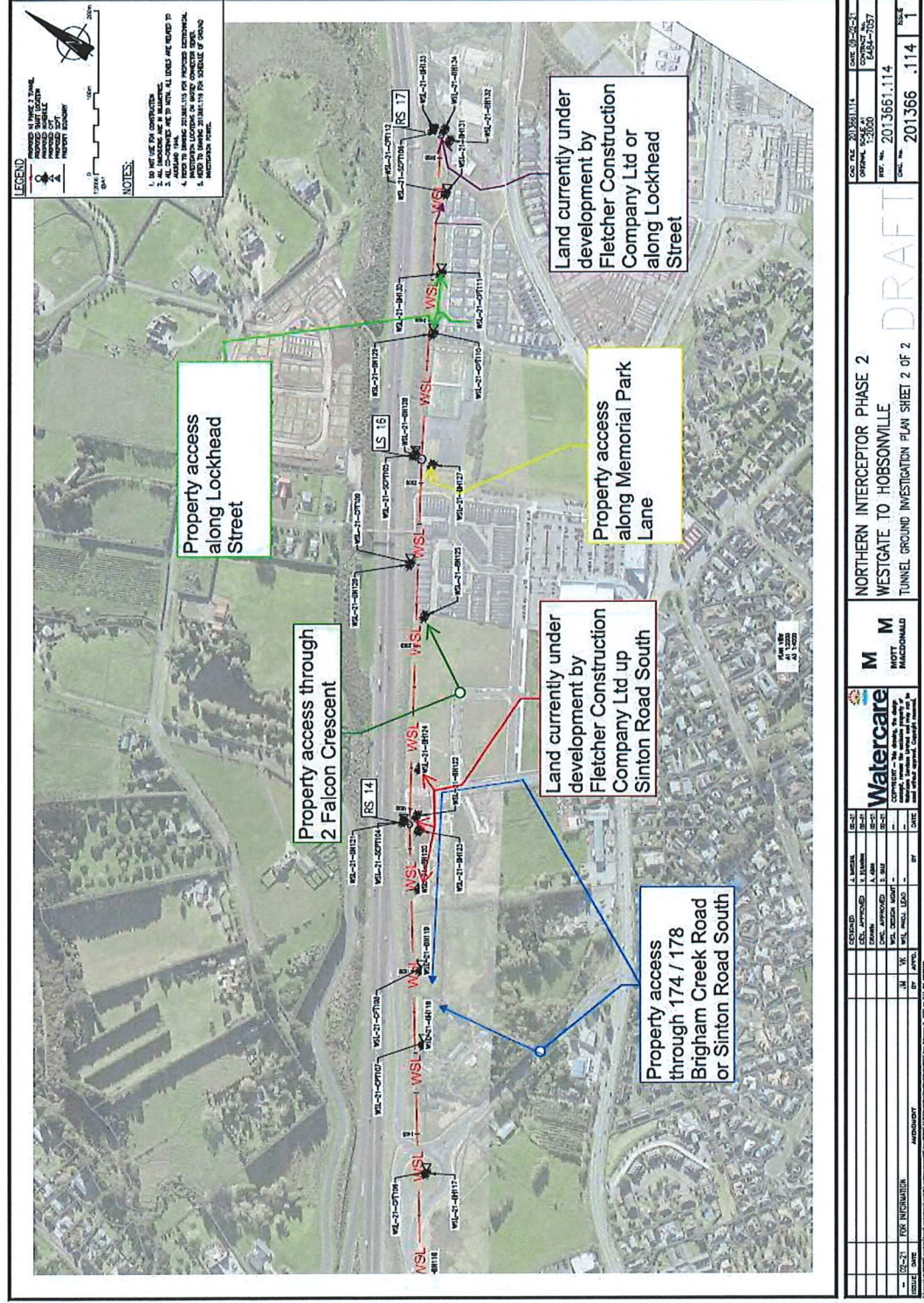
1. Northern Interceptor Shared Corridor Preferred Alignment Plan
2. Waka Kotahi NonSH18 Land Access Points
3. Schedule of Test Locations & Details
4. Tunnel Investigations Alignment
5. Location Plan – Site IDs 1-5 & 7-8 Sec 64-66 SO 444423
6. Location Plan – Site IDs 11-18 2 Buckley Ave SO 508873 Sec 8 SO 445478



Attachment 1 - Northern Interceptor Shared Corridor Preferred Alignment Plan



Attachment 2 - Waka Kotahi NonSH18 Land Access Points



info@align.net.nz
www.align.net.nz

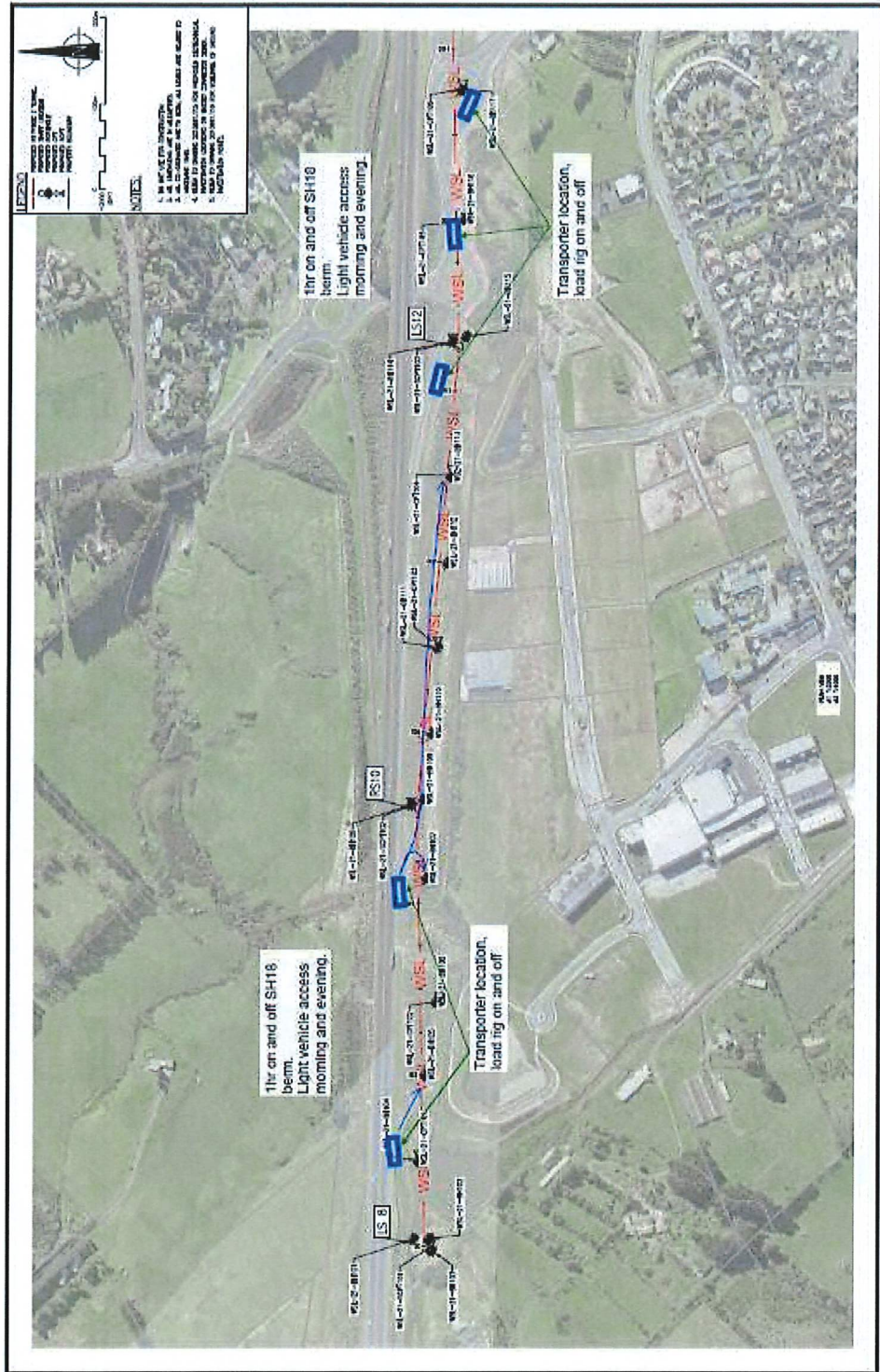
AUCKLAND, WELLINGTON, CHRISTCHURCH.

Attachment 3 Schedule of Test Locations & Details

ID #	Investigation Point Detail	Address	RoT	Legal Description	Landowner	Access Agreement Type	Proposed Access Point	Type of Geotech Testing	Duration	Approx. Chainage (m)	Approx. Northing (m)	Approx. Easting (m)	Approx. Existing Ground Elevation (m RL)	Approx. Termination Depth (m)
1	WSL-21-BH118	Brigham Creek Road	569513	SEC 32 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto and over: Sec 64 SO 444423 and Sec 65 SO 444423 to test site on SEC 66 SO 444423	Machine Borehole down hole geophysics (whilst BH is open), undertaking a packer test and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	1500	5926190.14	1746443.74	25	30
2	WSL-21-BH119	Brigham Creek Road	568872	SEC 65 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto and over: Sec 64 SO 444423 and Sec 65 SO 444423 to test site on HMQ land	Machine Borehole and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	1600	5926236.44	1746523.46	25	30
3	WSL-21-BH120	Brigham Creek Road	570035	SEC 64 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto test site on HMQ land Sec 64 SO 444423	Machine Borehole, down hole geophysics (whilst BH is open) and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	1700	5926296.91	1746602.78	27	30
4	WSL-21-BH122	Brigham Creek Road	570035	SEC 64 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto test site on HMQ land Sec 64 SO 444423	Machine Borehole and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	1780	5926347.65	1746676.34	27	30
5	WSL-21-BH123	Brigham Creek Road	570035	SEC 64 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto test site on HMQ land Sec 64 SO 444423	Machine Borehole, down hole geophysics (whilst BH is open) and installation of a Vibrating-Wire-VW Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	1780	5926335.56	1746662.89	27	30
7	WSL-21-CPT107	174 Brigham Creek Road	568885	SEC 65 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto and over: Sec 64 SO 444423 and Sec 65 SO 444423 To test site on HMQ land	Cone Penetration Test and a dissipation test to measure the decay of pore water pressure	4hrs	1500	5926202.33	1746470.41	25	Refusal
8	WSL-21-CPT108	Brigham Creek Road	568872	SEC 65 SO 444423	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from Simon Road East onto and over: Sec 64 SO 444423 and Sec 65 SO 444423 To test site on HMQ land	Cone Penetration Test	4hrs	1600	5926237.51	1746524.71	25	Refusal
11	WSL-21-BH129	SH18	NII	SECT 8 SO 445478	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from and over the Waka Kotahi LTO legal motorway SO 508873 and onto SECT 8 SO 445478	Machine Borehole, down hole geophysics (whilst BH is open) undertaking a packer test and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	2375	5926649	1747187	22	25
12	WSL-21-BH130	SH18	NII	SECT 8 SO 445478	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access from and over the Waka Kotahi LTO legal motorway SO 508873 and onto SECT 8 SO 445478	Machine Borehole and installation of a Standpipe Piezometer	3-5 Days to undertake initial testing. Access required on a two-month frequency to retrieve data	2450	5926680.57	1747254.19	17	20
13	WSL-21-CPT110	SH18	NII	SECT 8 SO 445478	HMQ	Waka Kotahi LTO	Waka Kotahi LTO for access and testing from and over the Waka Kotahi LTO legal motorway SO 508873 and onto SECT 8 SO 445478	Cone Penetration Test	4hrs	2375	5926649.46	1747188.21	22	Refusal

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www.align.net.nz

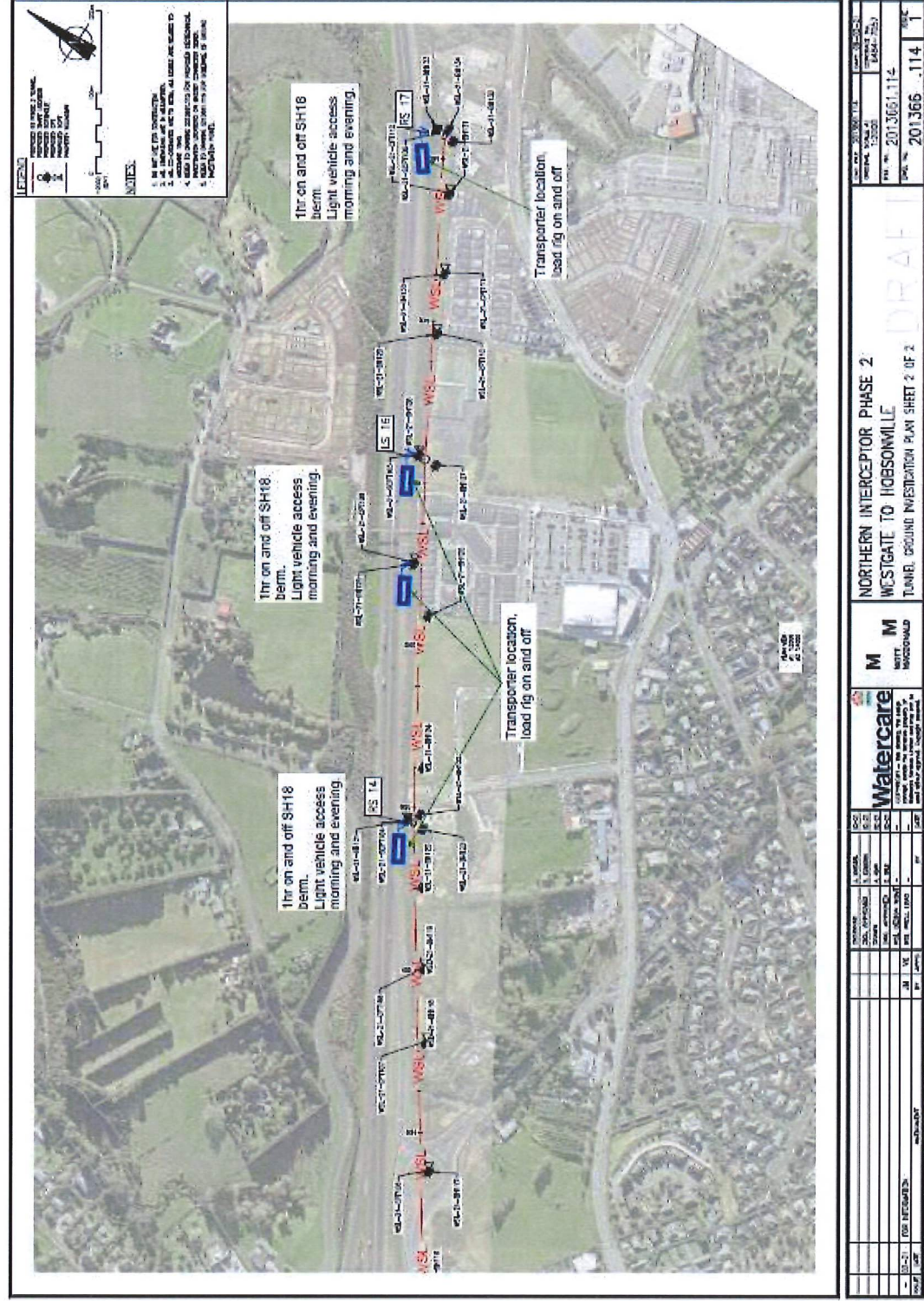
Attachment 4 Tunnel Ground Investigations Plan Sheets 1-2



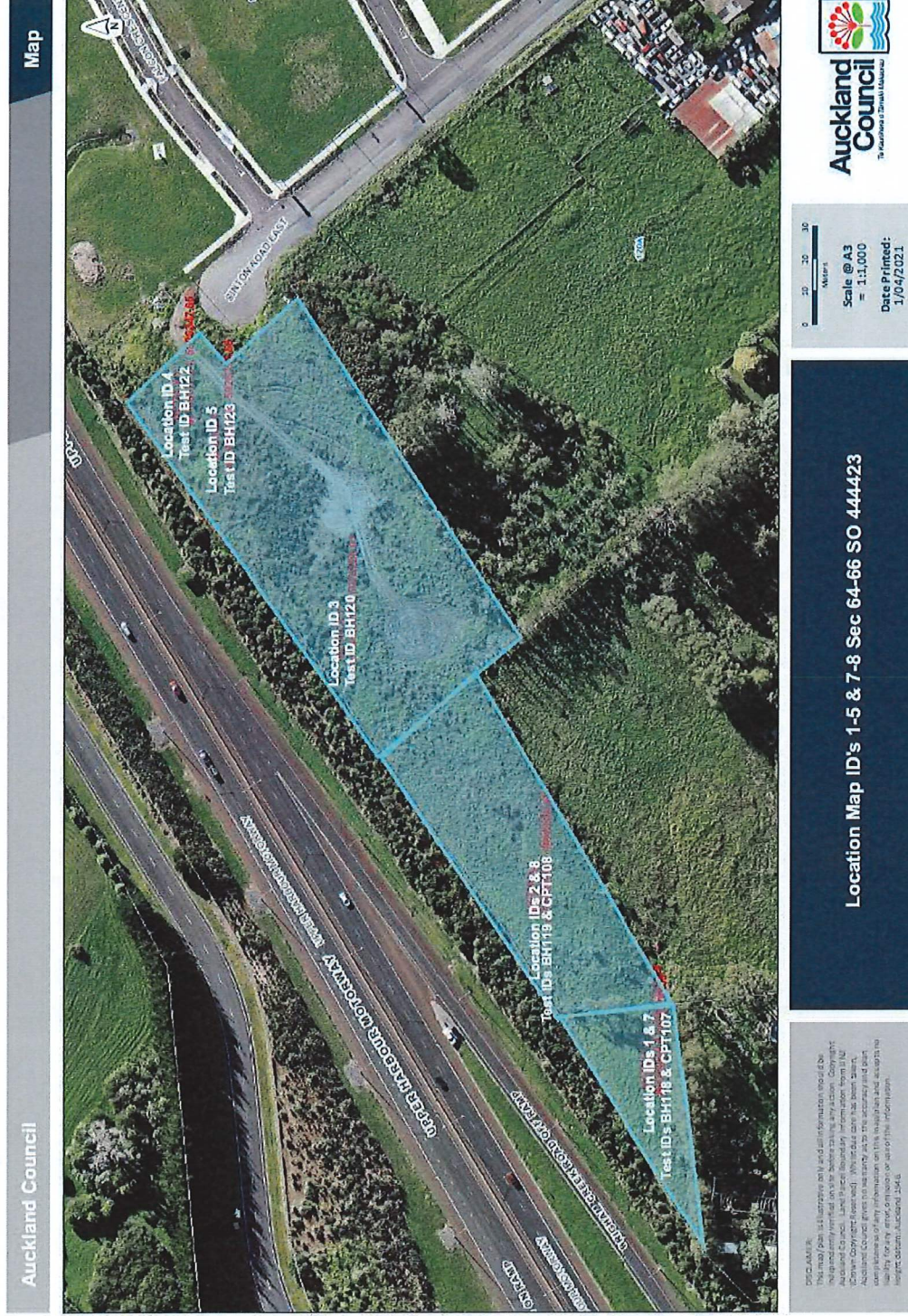
PROJECT INFORMATION		DRAWING INFORMATION	
PROJECT NAME	NORTHERN INTERCEPTOR PHASE 2	DRAWING NO.	2013661.113
CLIENT	WATERCARE	DATE	2013.06.11
DESIGNER	M M M	SCALE	1:1000
DRAWN BY	M M M	CHECKED BY	M M M
DATE	2013.06.11	PROJECT NO.	2013661.113
TUNNEL GROUND INVESTIGATION PLAN SHEET 1 OF 2		DRAFT	

info@align.net.nz
www.align.net.nz

AUCKLAND, WELLINGTON, CHRISTCHURCH.



Attachment 5 - Location Plan – Site IDs 1-5 & 7-8 Sec 64-66 SO 444423



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www.align.net.nz

AUCKLAND, WELLINGTON, CHRISTCHURCH.

Attachment 6 - Location Plan – Site IDs 11-18 2 Buckley Ave SO 508873 Sec 8 SO 445478



Location Map ID's 11-18 2 Buckley Ave to SO 508873

DISCLAIMER
This map plan is a planning only and does not constitute a guarantee of accuracy. It is for information only and should not be used for any other purpose. Auckland Council is not responsible for any errors or omissions. Auckland Council is not responsible for any damage or loss resulting from the use of this map plan. Auckland Council is not responsible for any damage or loss resulting from the use of this map plan. Auckland Council is not responsible for any damage or loss resulting from the use of this map plan.

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AUCKLAND, WELLINGTON, CHRISTCHURCH.

Minutes of meeting

Time and date: 11-1130am 30th August 2023

Subject: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

Waka Kotahi (WK) Ref: SA16-072G

Watercare (WSL) Ref: WW0001328

Attendees:

Peter Ataallah (WSL)

William Hung (WSL),

Andre Dannhauser (WK),

Kim Cottle (WK)

Location: MS Teams

File no.: 2023.08.30 WK and WSL (WSL Reference)

Ref.	Description
1.	A general introduction took place with roles and responsibilities within respective organisations. The objective of the session was to introduce WSL proposed asset and its interface with WK's existing infrastructure.
2.	It was highlighted that this application follows the previously approved geotechnical investigations undertaken by WSL to inform the design of Watercare's proposed tunnel some 2 years ago.
3.	A request for the meeting to be recorded was made by Andre which was accepted by all attendees. Peter stated minutes would be written up and provided following the meeting.
4.	Peter presented an overview of the project and its interface on existing WK assets, namely SH18 interface at Trig Road and Brigham Creek Road. The project works involves tunneling a 2.1m diameter wastewater tunnel to address growth demand in the northwestern catchment. This includes Whenuapai, Redhills, and future Kumeu, Huapai and Riverhead areas. The project unlocks development in the area and address projected growth. It was advised that the proposed tunnel is one component of Watercare's wider servicing scheme for this area.
5.	The project involves the construction of the Massey Connector which will go under SH18 as indicated in the image below: 
6.	The tunnel then runs parallel to SH18 on the northern side before terminating at Hobsonville Pump Station located at 2 Buckley Avenue, Hobsonville. There are several permanent and temporary shafts required to build the tunnel. However, it was clarified there would generally be no

	permanent above ground structures. The tunnel depth varies across the alignment and is between 15-40m deep.
7.	A detailed settlement calculation and report was undertaken by T&T on behalf of WSL and is provided in WSL's application to WK. The application and consent include a proposed monitoring plan to monitor any settlement impacts.
8.	WK requested a simple overview of the works with clarity around existing designation and exactly what WSL are seeking approval for. It was requested this be written for a broad audience that will be unfamiliar with the works. It is understood there are two broad categories of approval one for consenting requirements and the other for technical/engineering approvals to undertake the works. WSL are currently seeking the consenting aspects, however, WK clarified that the two are dependent and consent approvals would be subject to engineering approvals.
9.	WK highlighted there is a possibility for a maintenance bond to be requested. This would be determined during the application process.
10.	WSL clarified that we're about to lodge consent with Auckland Council this week for the works and that S176 approval is required given WK has precedence with their existing designation over the site. WSL has a secondary designation in place for the tunnel but not for the Massey Connector. WSL has no intention of designating the Massey Connector.
11.	Andre suggested that designers are best to orient their drawings north to prevent unnecessary administration in rotating the plans to enable ease of reference.
12.	It is understood that WK's WAP (work access permit) would be sought closer to the time by WSL or its nominated contractor, Fletcher Construction. The details required for WAP are not yet available (i.e. traffic management, controls etc.) and are expected to be made available by mid-2024 which is the forecast date for commencing site works. However, these requirements would be made clear by WK now to avoid surprises during construction.
13.	WK stated there would likely be no objection to the works in principle, however, this would be subject to the necessary approvals process.
14.	William has the action to provide a single simple drawing of the works with what approvals are being sought from WK from a consenting perspective.
15.	It was agreed the session would form an introduction to the works with future correspondence and interaction anticipated to obtain the required approvals.

Rachael Clark

From: Kim Cottle <Kim.Cottle@nzta.govt.nz>
Sent: Thursday, 10 August 2023 12:19 pm
To: Peter Ataallah
Cc: Stephen.Beynon@asm.nzta.govt.nz; Andre Dannhauser
Subject: FW: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

CAUTION: External Email!

Kia Ora Peter

Apologies for the delay, I understand Andre was on sick leave and is now away until the 13 August. I am just waiting for his response before I can respond.

Kind regards

Kim

Kim Cottle (she/her)

Principal Planner Poutiaki Taiao / Environmental Planning

System Design, Transport Services

Email: kim.cottle@nzta.govt.nz

Phone: 09 954 4750

Mobile: 021 769 905



www.nzta.govt.nz

Please note my office hours are Mondays to Thursdays

From: Environmental Planning <EnvironmentalPlanning@nzta.govt.nz>
Sent: Wednesday, 9 August 2023 7:48 am
To: Kim Cottle <Kim.Cottle@nzta.govt.nz>
Subject: FW: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

Morning Kim,

This is related to

[Application-2023-1023](#)

Ngā mihi nui

Adele Crockett

Planning Technician

Poutiaki Taiao | Environmental Planning

Transport Services

Email: Adele.Crockett@nzta.govt.nz

Phone: 07 927 7827

From: Peter Ataallah <Peter.Ataallah2@water.co.nz>
Sent: Tuesday, 8 August 2023 3:23 pm

To: Andre.Dannhauser@asm.nzta.govt.nz; Environmental Planning <EnvironmentalPlanning@nzta.govt.nz>
Cc: Stephen.Beynon@asm.nzta.govt.nz; TMC for ODP Report <tmc@asm.nzta.govt.nz>;
NetworkAccess@asm.nzta.govt.nz; William Hung <William.Hung@water.co.nz>
Subject: RE: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

CAUTION: The sender of this email is from outside Waka Kotahi. Do not click links, attachments, or reply unless you recognise the sender's email address and know the content is safe.

Hi Andre and team,,

Checking in on whether you've had a chance to review the content provided and if you had any questions relating to the works.

Regards,

Peter Ataallah | Senior Project Manager

Watercare Services Limited
Mobile: 022 658 2697
Customer service line: +64 9 442 2222
Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand
Physical address: 73 Remuera Road, Newmarket, Auckland
Website: www.watercare.co.nz



From: Peter Ataallah
Sent: Friday, July 21, 2023 10:33 AM
To: 'Andre.Dannhauser@asm.nzta.govt.nz' <Andre.Dannhauser@asm.nzta.govt.nz>;
'environmentalplanning@nzta.govt.nz' <environmentalplanning@nzta.govt.nz>
Cc: 'Stephen.Beynon@asm.nzta.govt.nz' <Stephen.Beynon@asm.nzta.govt.nz>; 'tmc@asm.nzta.govt.nz' <tmc@asm.nzta.govt.nz>; 'NetworkAccess@asm.nzta.govt.nz' <NetworkAccess@asm.nzta.govt.nz>; William Hung <William.Hung@water.co.nz>; Jenny Vince <jenny.vince@beca.com>; Rachael Clark <Rachael.Clark@beca.com>
Subject: RE: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

Good Morning Andre and team,

Following on from our correspondence below, I will shortly issue a link to the following email addresses:

Andre.Dannhauser@asm.nzta.govt.nz
[Network Access](#)
[ASM TMC](#)
environmentalplanning@nzta.govt.nz
Stephen.Beynon@asm.nzta.govt.nz

The link contains the following documents:

1. Detailed design drawings
2. High level overview of the works
3. Settlement report and modelling outputs
4. Construction methodology
5. GSMCP – Groundwater and Settlement Monitoring & Contingency Plan
6. Preliminary construction works programme
7. Detailed design report

I've provided a response below in **red** to each of your requests below:

- An accurate description of the proposed project, together with location plans and sketches. **Refer to item 1.**
- Name and address details for the project sponsor (client), including their project manager. **Peter Ataallah, Senior Project Manager, Watercare 73 Remuera Road.**
- The methodology for carrying out the works, including identifying adverse effects on the road reserve and traffic operations, and the proposed measures to mitigate these effects. **Refer to item 4.**
- The number and type of vehicles, equipment and personnel involved in the operation, with details of where they will be located. **This level of detail will be provided closer to commencement of physical works.**
- The proposed start date and duration of the project (indicative only). **Refer to item 6.**
- Monitoring of structure. **Refer to item 5.**
- Installation method. **Refer to item 4.**
- Crane operations (if applicable) proximities to carriageway. **Refer to item 4.**
- How do you plan to manage pedestrians and cyclists safely past the worksite? **This level of detail will be provided closer to commencement of physical works.**
- Proposed TMP **This level of detail will be provided closer to commencement of physical works.**
- [Corridor Access Request](#) form (A4 for Motorways) – Completed with a hand-written signature and a CAR number (your own reference number). **This level of detail will be provided closer to commencement of physical works.**
- Confirmation that any applicable resource consent has been granted for the work. **Resource consents do apply and part of the consent process is this engagement with Waka Kotahi, hence this application.**
- Submit a COVID-19 Safety Plan that covers all levels. Although the rules have been relaxed, we need to know that you are prepared in case they are reintroduced. **This level of detail will be provided closer to commencement of physical works.**
- Any other relevant information such as photos, annotated aerial photos, etc. to assist us to understand the project. **Refer to item 1.**

Please review and advise if you need any more information.

Regards,

Peter Ataallah | Senior Project Manager

Watercare Services Limited
Mobile: 022 658 2697
Customer service line: +64 9 442 2222
Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand
Physical address: 73 Remuera Road, Newmarket, Auckland
Website: www.watercare.co.nz



From: Peter Ataallah <Peter.Ataallah2@water.co.nz>

Sent: Thursday, July 6, 2023 8:24 AM

To: Andre.Dannhauser@asm.nzta.govt.nz; environmentalplanning@nzta.govt.nz

Cc: Stephen.Beynon@asm.nzta.govt.nz; tmc@asm.nzta.govt.nz; NetworkAccess@asm.nzta.govt.nz; William Hung <William.Hung@water.co.nz>

Subject: RE: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

Ata Marie Andre and team,

I will be picking up this project from Byron. I have a large portion of the requested documentation below in hand. However, I'd like to obtain all outstanding items prior to submission to enable a single and complete review by Waka Kotahi.

Our construction partner (Fletchers) is currently planning for the work and will soon be in touch around access requirements for site walkovers.

If you have any questions regarding this application please direct these to me. I look forward to working with you and the team.

Please indicate a value for billing (bullet 2 below) and I can provide a PO for this.

Peter Ataallah | Senior Project Manager

Watercare Services Limited

Mobile: 022 658 2697

Customer service line: +64 9 442 2222

Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand

Physical address: 73 Remuera Road, Newmarket, Auckland

Website: www.watercare.co.nz



From: Andre Dannhauser <Andre.Dannhauser@asm.nzta.govt.nz>

Sent: Wednesday, March 22, 2023 12:49 PM

To: Byron De Villiers <Byron.DeVilliers@water.co.nz>; Environmental Planning <environmentalplanning@nzta.govt.nz>

Cc: Network Access <NetworkAccess@asm.nzta.govt.nz>; Peter Mitchell <Peter.Mitchell@asm.nzta.govt.nz>; Stephen Beynon <Stephen.Beynon@asm.nzta.govt.nz>; TMC <tmc@asm.nzta.govt.nz>

Subject: SA16-072G - Northern Interceptor - Phase 2 Stage 1 Tunnel

CAUTION: External Email!

Kia ora koutou,

Byron, thank you for getting in touch and for the information provided.

Apologies for the delay in replying.

The Waka Kotahi [Environmental Planning](#) Team, copied herein, will be able to assist you with the s176 RMA processing.

You would also require an approved Work Access Permit (WAP) from us at [Network Access](#), as well as [ASM TMC](#) approval for all related traffic management.

I have registered this application – **SA16/072G**. Please quote this reference in future correspondence on this application.

For all applications we request the following information, please submit this to [Network Access](#):

- An accurate description of the proposed project, together with location plans and sketches.
I confirm that I have downloaded "NI Detailed Design".
- Name and address details for the project sponsor (client), including their project manager.
This is required for billing purposes, please provide a PO number if available.

- The methodology for carrying out the works, including identifying adverse effects on the road reserve and traffic operations, and the proposed measures to mitigate these effects.
- The number and type of vehicles, equipment and personnel involved in the operation, with details of where they will be located.
- The proposed start date and duration of the project (indicative only).
- Monitoring of structure
- Installation method. -
- Crane operations (if applicable) proximities to carriageway.
- How do you plan to manage pedestrians and cyclists safely past the worksite?
- Proposed TMP
- [Corridor Access Request](#) form (A4 for Motorways) – Completed with a hand-written signature and a CAR number (your own reference number).
- Confirmation that any applicable resource consent has been granted for the work -.
- Submit a COVID-19 Safety Plan that covers all levels. Although the rules have been relaxed, we need to know that you are prepared in case they are reintroduced. –
- Any other relevant information such as photos, annotated aerial photos, etc. to assist us to understand the project.

Please note that Waka Kotahi may charge fees for our preparation of the Agreement documents and inspection of the works.

We are now utilising [MyWorksites](#) to process applications and require you to submit this information through there. This enables us to process your application online and includes the ASM TMC team to review your traffic management.

Although we try our best to process all applications within reasonable timeframes, there are occasions where it may take us longer due to high work volumes and/or resourcing abilities.

For the team to process your application efficiently, I would suggest that when you send in information, all information requested by us is provided and detailed.

This will reduce the wait time as processing of the application can commence immediately (subject to the team's workload) and in most cases, we will not need to come back to you for more information which can prolong the process.

If you have any further questions, please contact me or anyone from the Network Controls team on NetworkAccess@asm.nzta.govt.nz.

Ngā mihi.

Andre

Andre Dannhauser / Network Controls Engineer
Auckland System Management



From: BDeVilliers (Byron) <Byron.DeVilliers@water.co.nz>

Sent: Thursday, 9 March 2023 11:29

To: Peter Mitchell <Peter.Mitchell@asm.nzta.govt.nz>; Andre Dannhauser <Andre.Dannhauser@asm.nzta.govt.nz>; Stephen Beynon <Stephen.Beynon@asm.nzta.govt.nz>

Subject: Northern Interceptor - Phase 2 Stage 1 Tunnel

Good day all,

I would like to update you all on the Northern Interceptor project that was presented some time ago, we also discussed Geotech investigations along SH18 early 2022. Please let me know who the appropriate person is to represent Waka Kotahi for a s176 RMA approval as we have overlapping designations along SH18.

I would like to setup a meeting to discuss sometime next week, could you please indicate if there is a preferable time and date that suits?

Attached is an overview of the whole Whenuapai Scheme upgrade to provide some context for where the Northern Interceptor fits in.

Please follow the [link](#) to access the latest design drawings showing land use, size and proximity of permanent structures etc.

Designations				
TYPE	SUBTYPE	SCHEDULE	NAME	VERSION/STATUS
Designations	New Zealand Transport Agency	6741	State Highway 16 and 18 - Westgate to Whenuapai and Hobsonville	Confirmed
Designations	Watercare Services Ltd	9377	Northern Interceptor Shared Corridor	Confirmed

Regards

Byron de Villiers | Senior Project Manager - Design Delivery

Watercare Services Limited

Mobile: +64 210 361 031

Customer service line: +64 9 442 2222

Postal address: Private Bag 92 521, Victoria Street West, Auckland 1142, New Zealand

Physical address: 73 Remuera Road, Remuera, Auckland 1050, New Zealand

Website: www.watercare.co.nz



[Book time to meet with me](#)

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From: [Grant Lovie](#)
To: [Peter Ataallah](#)
Cc: [William Hung](#); [Kelvin Binning](#); [Nina Hinic-Jegier](#); [Doug Ray](#)
Subject: RE: WP2 - Tunnel Consent - Vector confirmation of no objection in principle
Date: Friday, 1 September 2023 3:52:21 pm
Attachments: [image001.png](#)

CAUTION: External Email!

Hi Peter

I can confirm, in principle Vector have no objections to Watercare's proposed tunnel project as discussed in our meeting on 31st August 2023. To date all information provided aligns with the agreement reached between Vector and Watercare in 2017 as you have noted below.

As you have also noted, technical approval will still be required by Vector and our engineers once the remaining information we require has been received and reviewed.

We appreciate the additional information including drilling methodology is not presently available, with this first stage of confirmation required to allow your consenting process to proceed.

Regards

Grant Lovie

Cell: 021 2468 268

From: Peter Ataallah <Peter.Ataallah2@water.co.nz>
Sent: Thursday, August 31, 2023 1:53 PM
To: Grant Lovie <Grant.Lovie@vector.co.nz>
Cc: William Hung <William.Hung@water.co.nz>
Subject: WP2 - Tunnel Consent

Hi Grant,

Thanks for the meeting today, as discussed there are two elements of Vector's approval of the works. The first being approval as an affected party for the purpose of consent and the second being a technical approval with formal authorisation to proceed.

Watercare are about to lodge consent with Auckland Council for the Whenuapai Package 2 Tunnel and require your overarching approval in principle for this purpose.

As per our call, can you please confirm that Vector have no objections with the Watercare's proposed tunnel project in principle as presented by Watercare on the 31st August 2023 and in the drawings and plans provided on the 24th July 2023.

Formal technical approvals of the works will be subject to Vector's review and response from Watercare in accordance with the agreement entitled Development Agreements – Hobsonville Substation between Watercare and Vector dated 6th September 2017.

Regards,

Peter Ataallah | Senior Project Manager

Watercare Services Limited

Mobile: 022 658 2697

Customer service line: +64 9 442 2222

Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand

Physical address: 73 Remuera Road, Newmarket, Auckland

Website: www.watercare.co.nz



Minutes of meeting

Time and date: 1pm-130pm 31st August 2023

Subject: Northern Interceptor - Phase 2 Stage 1 Tunnel - Watercare

Watercare (WSL) Ref: WW0001328

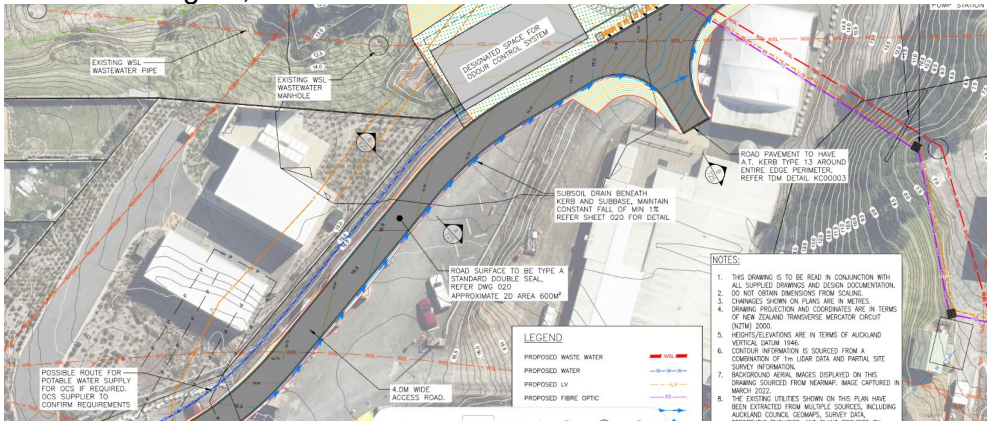
Attendees:

Peter Ataallah (WSL), Grant Lovie (Vector), Kelvin Binning (Vector), Doug Ray (Vector), Larry Goldfarb (Jacobs), Sadeq Asadi (Jacobs), Rhys McDougall (Jacobs), Chris Somerville (Jacobs).

Apologies: William Hung (WSL), Tim Barry (WSL)

Location: MS Teams

File no.: 2023.08.31 WSL and Vector Meeting (WSL Reference)

Ref.	Description
1.	A general introduction took place with roles and responsibilities within respective organisations. It is understood that Jacobs have been invited to the meeting as the original designers of Vector's Hobsonville Substation. Jacobs have been tasked by Vector to review Watercare's proposed plans.
2.	The objective of the session was to introduce Watercare's proposed asset and its interface with Vector existing infrastructure (Hobsonville Point Substation). On the 24/7/23 a set of plans, methodologies, design reports, settlement report and proposed monitoring was issued to Vector for review/comment.
3.	Peter provided the group with an overview of Watercare's project, the need for this infrastructure and the proposed alignment along SH18 and terminating Hobsonville Pump Station located near Vector's substation.
4.	It was highlighted that the engagement between Watercare and Vector has been on-going for many years including as formalized in a 6 th September 2017 agreement between the parties. It is understood consideration was given to Watercare's tunnel during the original design of Vector's substation.
5.	Vector/Jacobs raised general questions around whether any assets were proposed to be built under the station. Including the LV lines that appear to be shown on the plans (snip below). WSL will take the action to confirm this with their designer, Stantec/Motts. 

6.	Vector/Jacobs queried whether any ground water monitoring boreholes will be provided as indicated in T&T report. WSL will take the action to confirm this with their provider, T&T.
7.	Peter advised that approval from Vector could be in two stages, one being on a no-objection basis for the project to proceed in principle to enable Watercare to commence consenting the works. The second would be subject to Vector/Jacobs technical review. Vector/Jacobs were comfortable with this approach.
8.	It was advised that Watercare are looking to lodge resource consent with Auckland Council this week (1/9/23), as such the first stage approval from Vector is required imminently. Peter will propose some wording for this approval to Vector after the meeting.
9.	Vector/Jacobs indicated there is generally no risk of structural concern with the settlement data provided in the T&T report. It appears the sub-station can tolerate this settlement with no major cause for concern. In general, Vector did not feel there were any glaring issues or fatal flaws in relation to Watercare's submission or proposed works. Notwithstanding, the need for a formal review process and response from Watercare.
10.	It was discussed that there would be a formal response/request for information (RFI) provided by Vector/Jacobs to the documents issued on the 24/7/23 by Watercare. However, it was clarified by Watercare that some details such as detailed, construction methodology, access requirements etc. may not be available until after a proposal was provided by Watercare's construction partner, Fletchers. This is expected early 2024.
11.	Vector identified the need for power supply to the TBM and queried whether this was in progress. Watercare will confirm this with Fletchers and advise whether mains HV supply would be required. However, this will be the subject of separate engagement with Vector.
12.	Watercare queries whether works over approval or similar process for approval would be required. Vector stated this would be the subject of future discussions and may take the simple form of a separate letter authorizing works.

Rachael Clark

From: Nina Hinic-Jegier <Nina.Hinic-Jegier@vector.co.nz>
Sent: Tuesday, 25 July 2023 11:36 am
To: Peter Ataallah
Cc: Rachael Clark; Jenny Vince; WHung (William); Tim.Barry; Kelvin Binning
Subject: RE: WW0001328 - WP2 Tunnel Vector Submission
Attachments: 8. Vector - WSL Agreement.pdf

Hi Peter,

Thank you for this.

I am currently waiting on a PM to be assigned to the project. Once they are they will also need access to the folder along with Kelvin (cc'd). Kelvin is our Strategic Projects Relationship Manager.

I go on leave for 5 weeks from Friday so Kelvin will introduce the PM to you and your team once confirmed. He will also cover any additional items that may need to be discussed before we progress. E.g whether we will need to enter into a LNTF to cover our costs related to this review or if we are happy the attached agreement will suffice.

Regards,
Nina

From: Peter Ataallah <Peter.Ataallah2@water.co.nz>
Sent: Monday, 24 July 2023 8:23 am
To: Nina Hinic-Jegier <Nina.Hinic-Jegier@vector.co.nz>; Doug Ray <doug.ray@vector.co.nz>
Cc: Rachael Clark <Rachael.Clark@beca.com>; Jenny Vince <jenny.vince@beca.com>; William Hung <William.Hung@water.co.nz>; Tim Barry <Tim.Barry@water.co.nz>
Subject: RE: WW0001328 - WP2 Tunnel Vector Submission

Hi Nina and Doug,

You should both have access to the link as requested.

Peter Ataallah | Senior Project Manager

Watercare Services Limited
Mobile: 022 658 2697
Customer service line: +64 9 442 2222
Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand
Physical address: 73 Remuera Road, Newmarket, Auckland
Website: www.watercare.co.nz



From: Nina Hinic-Jegier <Nina.Hinic-Jegier@vector.co.nz>
Sent: Monday, July 24, 2023 8:21 AM
To: Peter Ataallah <Peter.Ataallah2@water.co.nz>
Cc: Rachael Clark <Rachael.Clark@beca.com>; Jenny Vince <jenny.vince@beca.com>; William Hung <William.Hung@water.co.nz>; Tim Barry <Tim.Barry@water.co.nz>
Subject: RE: WW0001328 - WP2 Tunnel Vector Submission

CAUTION: External Email!

Hi Peter,

Thanks for passing all of this on.

Could you also please also provide access to doug.ray@vector.co.nz?

I am in the process of getting this across the relevant teams that need to review within Vector. They will also then engage with you and your team to discuss as required.

Regards,

Nina Hinic-Jegier | Business Relationship Manager
Vector Limited | PO Box 99882, Newmarket 1149 | Auckland 1023
DDI: 09 215 0355 | Mob: +64 21 507 492
Nina.Hinic-Jegier@vector.co.nz | www.vector.co.nz



From: Peter Ataallah <Peter.Ataallah2@water.co.nz>
Sent: Monday, 24 July 2023 8:14 am
To: Nina Hinic-Jegier <Nina.Hinic-Jegier@vector.co.nz>
Cc: Rachael Clark <Rachael.Clark@beca.com>; Jenny Vince <jenny.vince@beca.com>; William Hung <William.Hung@water.co.nz>
Subject: WW0001328 - WP2 Tunnel Vector Submission

Hi Nina,

In accordance with the attached agreement please find the link below ☐ [Vector - 439 Hobsonville Rd Works](#)

This contains:

1. Detailed design drawings
2. High-level overview of the works
3. Settlement report
4. Construction methodology
5. Groundwater settlement monitoring and contingency plan
6. Project programme
7. Detailed design report
8. Copy of the attached agreement

As per the agreement, can you please approve the commencement of the works?

Regards,

Peter Ataallah | Senior Project Manager

Watercare Services Limited
Mobile: 022 658 2697
Customer service line: +64 9 442 2222
Postal address: Private Bag 92 521, Wellesley Street, Auckland 1141, New Zealand
Physical address: 73 Remuera Road, Newmarket, Auckland
Website: www.watercare.co.nz



Development Agreement – Hobsonville Substation

PARTIES

Vector Limited

Watercare Services Limited

AGREEMENT dated

6 September

2017

PARTIES

Vector Limited

("Vector")

Watercare Services Limited

("WSL")

INTRODUCTION

- A. Vector is the registered proprietor of the Land on which Vector proposes to construct the Zone Substation.
- B. WSL has the benefit of the WSL Designation, which, in part, affects the Land, and the benefit (in gross) of the WSL Easement, which affects part of the Land and owns and operates the Existing WSL Pipelines.
- C. As part of the works contemplated by the WSL Designation, WSL proposes to install the Micro-Tunnel through the Land, which is expected to be installed after the time that Vector wishes to construct the Zone Substation.
- D. WSL wishes to ensure that its ability to install the Micro-Tunnel (and any other works contemplated by the WSL Designation) is not impeded by the Zone Substation and wishes to ensure that the Existing WSL Pipelines are properly protected.
- E. Vector wishes to give notice to Auckland Council of its requirement for a designation for the Zone Substation and, subject to the terms of this Agreement, WSL has agreed not object to it.
- F. WSL and Vector have agreed to certain design and construction parameters to enable the co-location of the Zone Substation and the Micro-Tunnel (and, to the extent applicable, the protection of the Existing WSL Pipelines) on and in the Land as set out in this Agreement.
- G. As it is the intention of both WSL and Vector to hold designations over the Land for their respective works, both parties agree to provide approval pursuant to the RMA to each party's works, subject to reasonable conditions and as set out in this Agreement.

AGREEMENT

1. INTERPRETATION

1.1 **Definitions:** In this Agreement, unless the context requires otherwise:

"Agreement" means this agreement together with all of the schedules.

"Approvals" means all necessary consents, authorities and permits required from any Authority in order to enable Vector to construct the Zone Substation or WSL to construct the Micro Tunnel (as applicable), including any designations, outline plans of work or consents required pursuant to the RMA and the Building Act 2004.

"Authority" means any local body, government or other authority having jurisdiction or authority over the Land, its use or occupation.

"Building Consent" means a building consent issued pursuant to the Building Act 2004.

"CFR" has the same meaning as is given to the term "computer register" in the Land Transfer (Computer Registers and Electronic Lodgement) Amendment Act 2002.

"Concept Plan" means the drawings showing the proposed design of the Zone Substation, attached as drawings numbered RZ029900-ECC-DRG-0001 to RZ029900-ECC-DRG-0010 and V4-SK 01-06, in Schedule 2 to this Agreement.

"Cost" includes any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct or indirect or consequential and whether accrued or paid) including where appropriate all legal fees.

"Design Documentation" means the final design documentation (and, if applicable the construction methodology) for the Zone Substation or the Micro-Tunnel (as applicable), as approved pursuant to clause 4 or 5 respectively.

"Dispute" means a dispute arising between or among the parties on any matter under this Agreement (except a dispute over a right to rescind or terminate this Agreement).

"Engineering Requirements" means the engineering and construction methodologies detailed in Schedule 1 to this Agreement as the same may be developed and agreed accordance with clause 2.2.

"Execution Date" means the date this Agreement is signed by the last of the parties and dated.

"Existing WSL Pipelines" means any water and/or waste water pipes owned by WSL which are installed in the Land as at the Execution Date.

"Land" means the land at 439 Hobsonville Road, Hobsonville, Auckland, and comprised in CFR 578612.

"LINZ" means Land Information New Zealand.

"Micro-Tunnel" means the wastewater pipeline to be constructed by WSL as part of the works contemplated by the WSL Designation.

"NOR" means a notice of requirement for a designation under Part 8 of the RMA.

"RMA" means the Resource Management Act 1991.

"Vector Engineering Requirements" means the engineering requirements in Part A of Schedule 1 as the same may be developed and agreed in accordance with clause 2.2.

"Working Day" means a day which is not a Saturday or a Sunday or a public holiday in Auckland, New Zealand, and not any day in the period commencing on 24 December in any year and ending on 5 January in the following year.

"Works Over Conditions" means the conditions applying to works proposed within 10 metres of WSL critical assets, as set out in Schedule 3.

"WSL Designation" means the Northern Interceptor Wastewater Project Phases 3-6 Designation in favour of WSL for wastewater purposes, being the Northern Interceptor wastewater pipelines, pumping stations and associated infrastructure.

"WSL Easement" means registered easement 9707530.1 (in gross) for the conveyance of wastewater.

"WSL Engineering Requirements" means the engineering requirements in Part B of Schedule 1 as the same may be developed and agreed in accordance with clause 2.2.

"WSL s176 Approval" means the approval given by WSL as the requiring authority over its WSL NOR to Vector to undertake its Zone Substation development, as set out in Schedule 4.

"WSL Site" means the land owned by WSL and comprised in CFR 507191, on which the WSL Hobsonville Peninsula pumping station is located, and any adjoining land that Watercare acquires.

"Zone Substation NOR" means an NOR for the construction and operation of the Zone Substation.

"Zone Substation" means the substation to be constructed by Vector on the Land, generally in accordance with the Concept Plans, as the same are developed in accordance with this Agreement.

1.2 **Interpretation:** In the interpretation of this Agreement, unless the context otherwise requires:

- (a) expressions defined in the main body of this Agreement have the defined meaning in the whole of this Agreement including the introduction and the schedules;
- (b) reference to a statute includes all statutes amending, consolidating or replacing the statute referred to and any regulations, order, notice or bylaws made under or pursuant to that statute;
- (c) words importing one gender include the other gender;
- (d) words in the singular include the plural and vice versa;
- (e) headings have been inserted for the sake of convenience only and shall not affect the construction of this Agreement; and
- (f) any party shall include that party's executors, administrators, successors and, where permitted, assigns and, where not repugnant to the context, includes the employees, agents, licensees, invitees, contractors and any other person under the control or direction of that party.

1.3 **Good faith:** Where this Agreement requires a party to agree on a matter, or provide approval or consent to a matter, the party shall act reasonably, without undue delay and in good faith towards the other party, unless the Agreement expressly provides to the contrary.

2. **DESIGN AND CONSTRUCTION OF ZONE SUBSTATION AND MICRO-TUNNEL**

2.1 **Co-location:** Vector and WSL acknowledge and agree that the Zone Substation and Micro-Tunnel will, in accordance with this Agreement, be capable of being designed and constructed in a manner that accommodates the requirements of and protects the Zone Substation, the Micro-Tunnel and the Existing WSL Pipelines while ensuring that neither party is put to unreasonable cost.

2.2 **Development of Engineering Requirements:** The parties acknowledge that the Engineering Requirements may be developed and refined by agreement between the parties (each acting reasonably) as designs and methodologies for the Zone Substation and/or Micro-Tunnel (as applicable) progress through to the Design Documentation.

- 2.3 **Compliance with Engineering Requirements:** WSL shall comply with and incorporate the WSL Engineering Requirements in undertaking the design and construction of the Micro-Tunnel. Vector shall comply with and incorporate the Vector Engineering Requirements in undertaking the design and construction of the Zone Substation.
- 2.4 **Design development and construction - Vector:** Vector shall develop the design of the Zone Substation in accordance with the Vector Engineering Requirements, the Concept Plans and the requirement to be resilient to agreed settlement parameters, and shall provide the Design Documentation (including methodology) for the Zone Substation to WSL for WSL's review and approval (such approval not to be unreasonably withheld or delayed). Vector shall not commence construction of the Zone Substation until WSL has approved the Design Documentation for the Zone Substation, and once approved by WSL, Vector shall only construct the Zone Substation in accordance with the Design Documentation, the Vector Engineering Requirements and any applicable Approvals.
- 2.5 **Design development and construction – WSL:** WSL shall develop the design of the Micro-Tunnel in accordance with the WSL Engineering Requirements and with due consideration to the settlement study, settlement criteria and differential settlement calculations and shall provide the Design Documentation (including methodology) for the Micro-Tunnel to Vector for Vector's review and approval (such approval not to be unreasonably withheld or delayed). WSL shall not commence construction of the Micro-Tunnel until Vector has approved the Design Documentation for the Micro-Tunnel, and once approved by Vector, WSL shall only construct the Micro-Tunnel in accordance with the Design Documentation, the WSL Engineering Requirements and any applicable Approvals.
- 2.6 **WSL Works Over Conditions:** When constructing the Zone Substation, Vector shall also comply with the:
- (a) WSL s176 Approval; and
 - (b) Works Over Conditions when undertaking any works for the purposes of constructing the Zone Substation which are within 10 metres of the Existing WSL Pipelines or (if constructed at the time) the Micro-Tunnel.
- 2.7 **Vector Works Conditions:** Vector may, following development of the design of the Zone Substation, provide WSL with reasonable conditions applying to works undertaken in the immediate vicinity of the Zone Substation and other Vector assets on or in the Land. WSL shall comply with any reasonable conditions when undertaking any works on the Land.
- 2.8 **Variations to Design Documentation:** Notwithstanding clause 2.4 or 2.5 (as applicable):
- (a) Vector may make minor alterations or variations to the Design Documentation for the Zone Substation (without the prior consent of WSL) which may become

necessary during the course of construction of the Zone Substation by reason of any matter beyond the control of Vector, provided that such alterations or variations do not materially affect the design, construction methodology or ongoing operation of the Micro-Tunnel or the Existing WSL Pipelines; and

- (b) WSL may make minor alterations and variations to the Design Documentation for the Micro-Tunnel (without the prior consent of Vector) which may become necessary during the course of construction of the Micro-Tunnel by reason of any matter beyond the control of WSL, provided that such alterations or variations do not affect the Zone Substation or other Vector assets on or in the Land.

Such matters beyond the control of the applicable party may include, but not be limited to:

- (a) the requirements and directions of the Authorities; or
- (b) the practical requirements of construction including the dictates of good building practice and/or the availability of materials.

Any alterations or variations to one party's Design Documentation which are more than minor shall require the prior written consent of the other party (not to be unreasonably withheld or delayed).

2.9 **Relocation of WSL Pipelines:** Vector may not relocate the Existing WSL Pipelines without WSL's consent which Watercare reserves the right to withhold or grant at its discretion and/or on conditions that Watercare (in its sole discretion) deems reasonable.

2.10 **Zone Substation NOR:** As soon as reasonably practicable following the Execution Date, Vector will give the Zone Substation NOR to Auckland Council.

2.11 **Ongoing communication:** From the Execution Date until practical completion of the last of the Zone Substation and the Micro-Tunnel (or such other date as is agreed between the parties), representatives from each of Vector and WSL will meet on a monthly basis (or such other period as is agreed between the parties), with or without engineers (as agreed between the parties), to discuss matters relating to each party's project and to address risks and/or hazards which have arisen or may arise in relation to the same.

2.12 **Micro-Tunnel Easement:** Promptly following completion of the Micro-Tunnel, WSL shall:

- (a) arrange for the Micro-Tunnel to be surveyed;
- (b) provide copies of such survey plans to Vector for approval;
- (c) following Vector's approval of the survey plan obtain approval as to survey of the survey plan by LINZ;

- (d) prepare a substrata easement instrument for the Micro-Tunnel on WSL's standard terms and conditions but amended as agreed between the parties as appropriate to reflect this Agreement,

and WSL and Vector shall sign such documents and given such authorities to their respective solicitors as is necessary to enable registrations with LINZ of an easement for the Micro-Tunnel.

3. WSL APPROVALS

3.1 WSL written consent: WSL:

- (a) in its capacity as the requiring authority in respect of the WSL Designation, and for the purposes of section 178(2) of the RMA and, if and when applicable, section 176(1)(b);
- (b) in its capacity as the grantee under the WSL Easement, and in particular for the purposes of clauses 8 and 9 of the WSL Easement; and
- (c) in its capacity as the owner and operator of the Existing WSL Pipelines,

hereby approves and consents to:

- (d) Vector, as a requiring authority, giving to Auckland Council the Zone Substation NOR; and
- (e) subject to the terms of this Agreement, the construction and operation of the Zone Substation on the Land,

and shall, within 5 Working Days of being requested by Vector to do so, provide Vector with such consent in any re-stated form (for example, on WSL letterhead) which Vector reasonably requires for purposes associated with obtaining Approvals for, or the construction and operation of, the Zone Substation.

- 3.2 **WSL not to object:** WSL will not, either directly or indirectly, lodge any objection or submission in opposition to, or withhold consent to, any application by Vector for any designation, resource or other consent, approval, permit or licence reasonably required by Vector in relation to the Zone Substation.

- 3.3 **WSL to assist:** WSL will, where requested by Vector, promptly provide all reasonable assistance and execute all documents reasonably required in order to enable Vector to lodge the Zone Substation NOR in accordance with clause 2.10 and construct the Zone Substation.

4. VECTOR APPROVALS

4.1 **Vector written consent:** Vector:

- (a) in its capacity as the requiring authority in respect of any designation it obtains for the Land, and for the purposes of section 176(1)(b) of the RMA; and
- (b) in its capacity as the owner of the Land,

hereby approves and consents to:

- (c) subject to the terms of this Agreement, the installation and operation of the Micro-Tunnel; and
- (d) WSL entering the Land at all reasonable times with or without such assistance, machinery, vehicles and equipment as is reasonably necessary to install the Micro-Tunnel, provided that WSL acknowledges that once constructed the Zone Substation is a restricted access area and therefore access to the Land following completion of the Zone Substation will require the prior written approval of Vector (not to be unreasonably withheld or delayed), and WSL agrees that WSL must, when accessing the Land, (if required by Vector) be supervised by Vector personnel and comply with:
 - (i) the reasonable directions of any supervising Vector personnel;
 - (ii) Vector's health and safety policies and procedures (as may be notified to WSL in writing from time to time); and
 - (iii) standard electricity industry practice,

and WSL shall meet Vector's reasonable costs incurred under clause 4.1(d). Vector shall, within 5 Working Days of being requested by WSL to do so, provide WSL with such consent in any re-stated form (for example, on Vector letterhead) which WSL reasonably requires for purposes associated with obtaining Approvals for, or the installation and operation of, the Micro-Tunnel.

4.2 **Vector not to object:** Vector will not, either directly or indirectly, lodge any objection or submission in opposition to, or withhold consent to, any application by WSL for any designation, resource or other consent, approval, permit or licence reasonably required by WSL in relation to the Micro-Tunnel.

4.3 **Vector to assist:** Vector will, where requested by WSL, promptly provide all reasonable assistance and execute all documents reasonably required in order to enable WSL to obtain

any such designations, resource or other consents, approvals, permits or licences reasonably required by WSL in relation to the Micro-Tunnel.

5. CONSTRUCTION OF SHARED ACCESS ENTRANCE AND FENCING

- 5.1 **Design and construction of shared access entrance:** The parties acknowledge that their joint intention is that the Land and the WSL Site are serviced by a shared access entrance from Buckley Road. Following completion of the Zone Substation the parties shall work together to agree the design and specifications, procurement and construction of construction of such shared access entrance and any right of way easements to be granted for its use. The parties agree that any such shared access entrance shall not be constructed until completion of the Zone Substation. Any right of way easements shall be prepared following the process in clause 2.12 (substituting the Micro-Tunnel for the shared access entrance and the terms and conditions for those agreed pursuant to this clause 5.1). All Costs associated with the design, procurement, Approvals for and construction of the shared access entrance and survey and registration of any right of way easement shall be borne equally by the parties.
- 5.2 **Fencing:** WSL acknowledges and agrees that Vector may fence the Land to exclude public access to the same, provided that Vector must continue to provide WSL access to the Existing WSL Pipelines, the Micro-Tunnel and the WSL Site in accordance with the terms of the registered easements for the same.

6. DISPUTE RESOLUTION

- 6.1 **Good faith discussions:** If any Dispute arises between the parties out of or in connection with this Agreement, the parties agree that before referring the dispute to mediation each of them must use all reasonable endeavours to resolve the Dispute through discussions in good faith. A party seeking resolution of a Dispute must give a notice to the other party to the Dispute and the parties' representatives must meet within 5 Working Days after that notice is given to attempt to resolve the Dispute.
- 6.2 **Reference to mediation:** If any matter cannot be resolved between the parties in good faith within 10 Working Days of meeting under clause 6.1 of this Agreement, any party may give written notice to the other party of its intention to refer the Dispute to mediation.
- 6.3 **Mediation procedure:** If a written notice of intention to mediate is given, the parties must endeavour to agree on a mediator. If the parties do not agree on the appointment of a mediator within 10 Working Days after (and exclusive of) the date of the written notice, the mediator shall be appointed at the request of a party of the president of the Arbitrators' and Mediators' Institute of New Zealand Inc, or the nominee of such president. The mediator

shall discuss the matter with the parties (separately or jointly in the discretion of the mediator) and endeavour to resolve it by their agreement. All discussions in the mediation shall be without prejudice and shall not be referred to in any later proceedings. The parties shall bear their own costs in the mediation and shall each pay half the costs of the mediator.

6.4 **Reference to arbitration:** If the parties are unable to resolve the Dispute by mediation, the Dispute shall be referred to and finally resolved by arbitration by a single arbitrator under the Arbitration Act 1996. The arbitrator shall be appointed by the parties or, if the parties do not agree on the appointment of an arbitrator within 10 Working Days after (and exclusive of) the date of receipt of the referral to arbitration, shall be appointed at the request of a party of the president of the Auckland District Law Society. The place of arbitration shall be Auckland, New Zealand, and the arbitrator shall decide the Dispute in accordance with New Zealand law.

6.5 **Summary relief:** Nothing in this clause shall prejudice the right of a party to institute proceedings to seek urgent injunctive or declaratory relief.

7. **INSURANCE**

7.1 **The parties to insure:** WSL and Vector will maintain in full force and effect during the term of this Agreement, \$10 million public liability insurance per claim in respect of the works for which each party is responsible for carrying out under this Agreement.

8. **GENERAL**

8.1 **Costs:** Each party shall bear their own Costs in relation to the negotiation, preparation and execution of this Agreement.

8.2 **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.

8.3 **Amendment:** This Agreement may be amended only by another agreement executed by all parties.

8.4 **Governing Law:** The law governing this Agreement shall be the law of New Zealand and the parties submit themselves to the non-exclusive jurisdiction of the Courts of New Zealand.

8.5 **Counterparts:** This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which, when so executed and delivered, shall be deemed to be an original. All executed counterparts shall be taken together to constitute one instrument.

- 8.6 **Electronic delivery:** Without limiting any other mode of delivery, the parties agree to allow delivery of this Agreement by transmission, in electronic form by any means of electronic communication (including facsimile or email of a scanned copy) of an original of this Agreement executed by a party, to the other party or its solicitors.

SIGNATURES

VECTOR LIMITED by:



Signature of authorised signatory



Name of authorised signatory

WATERCARE SERVICES LIMITED by:



Signature of authorised signatory



Name of authorised signatory

SCHEDULE 1

ENGINEERING REQUIREMENTS

PART A – VECTOR ENGINEERING REQUIREMENTS

Zone Substation Requirements

- The Zone Substation's switch room and transformer buildings require that the underside of the ground floor slab will lie at approximately 1.5m below the existing ground level (approximately 13.5m RL).
- At the detailed design phase, Vector will investigate a foundation design of the buildings comprising the Zone Substation that aims to prevent the long term, total and combined differential settlements, that specifically allows for settlement during construction of the Micro-Tunnel and manages any potential differential settlement.

Zone Substation Construction Methodology

- A geotechnical assessment survey has been completed by Vector, which investigated the soil profile and ground conditions of the Land. The soils encountered during this investigation are generally consistent with nearby boreholes, confirming that Puketoka Formation soil underlies the entire site, with East Coast Bays Formation, soil and rock underlying the Puketoka Formation. Secondary settlements are expected to occur within the highly organic Pukatoka soils, from 3m to 15m depth.
- The Zone Substation building design will aim to prevent any increase in overburden stresses in the soil profile by investigating a fully compensated raft foundation, where the light weight fill layer would essentially offset the weight of the overall soil mass and building above. This option would comprise removal of up to 1.5m of the insitu soils below the founding level of the raft foundation. The use of lightweight load compensating fill to avoid/minimise settlement generation caused by the new development will provide structure support and robustness to mitigate future induced settlement effects.
- The structural design of the Zone Substation will make provision for level-adjustment of settlement sensitive equipment, e.g. switchboards. Where practical, tolerance for settlement will be built into the design, flexible services, and connections e.g. cable in ducts etc. and sensitive equipment re-leveling and structural design to be more tolerant to ground movement.
- The Design Documentation for the Zone Substation shall include the total building footprint, load and bearing pressure as well as limit state static and seismic conditions.
- The tolerance measures for defects, such as building movement and misalignment of equipment, will be established by Vector and provided to WSL on the completion of Vector's detailed design for the Zone Substation.

PART B – WSL ENGINEERING REQUIREMENTS

Micro-Tunnel Design and Construction

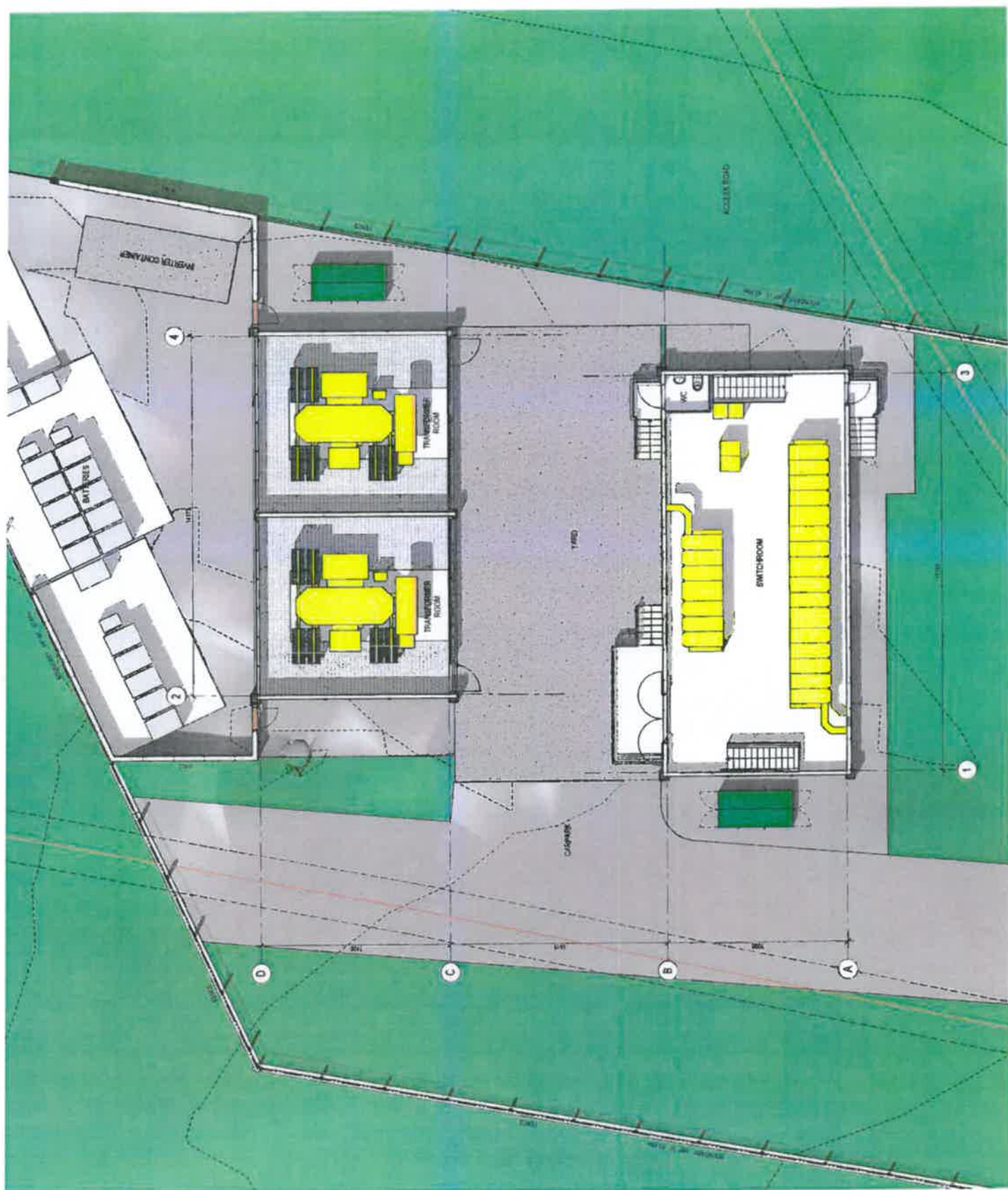
- The Micro-Tunnel has a diameter design envelope of 3m, and construction will involve a 2.25 m diameter microtunnel and subsequent installation of tunnel lining undertaken using a standard micro-tunnel boring methods, which minimise settlement effects.
- The vertical alignment of the crown of the pipe for design purposes is set at 7.3 RL approximately 5.5m below the present ground level.
- Prior to construction of the Micro-Tunnel commencing, WSL will:
 - complete a study on settlement to develop criteria for building settlement during the construction of the Micro-Tunnel. The results of this study will be provided to Vector on completion for review and approval of the developed criteria by Vector; and
 - provide to Vector differential settlement calculations based on the finalised design for the Zone Substation, demonstrating that building settlement criteria for the Micro-Tunnel construction will be within the criteria approved by Vector pursuant to the above for the effects and risks on the Zone Substation.
- During construction of the Micro-Tunnel and any construction activity on the WSL Site, WSL is to ensure that sufficient measures are taken to prevent structural damage and building tilt to the Zone Substation, including potential damage to buried surfaces, paved surfaces and concrete kerb lines.
- A defect survey will be undertaken by Vector on the any part of the Zone Substation or other Vector owned assets on the Land which are assessed to experience settlement or defects above the tolerance measure determined pursuant to the Vector Engineering Requirements due to structural excavations conducted by WSL, whether on the adjacent sites, during construction of the proposed pump station on the WSL Site or during tunnelling beneath the Land or any adjoining land for the purposes of the Micro-Tunnel.
- The tunnelling boring methods used by WSL during the construction of the Micro-Tunnel must be aligned with good practices to avoid total and combined differential settlements that exceed the building settlement criteria approved by Vector pursuant to the above.
- WSL shall undertake pre and post construction surveys of the Land, the Zone Substation and any affected Vector assets, which shall be communicated to Vector as soon as possible following completion of the applicable survey including:
 - preliminary assessment of likely settlement tolerance of existing structures and those under construction;
 - preliminary assessment of mechanical settlements due to the physical micro-tunnelling operations; and
 - preliminary assessment of settlements related to groundwater drawdown (short term and long term).
- Safety considerations shall include excavation related ground movements such as dewatering activities, ground treatment or modification, deep foundation installation and vibrations caused

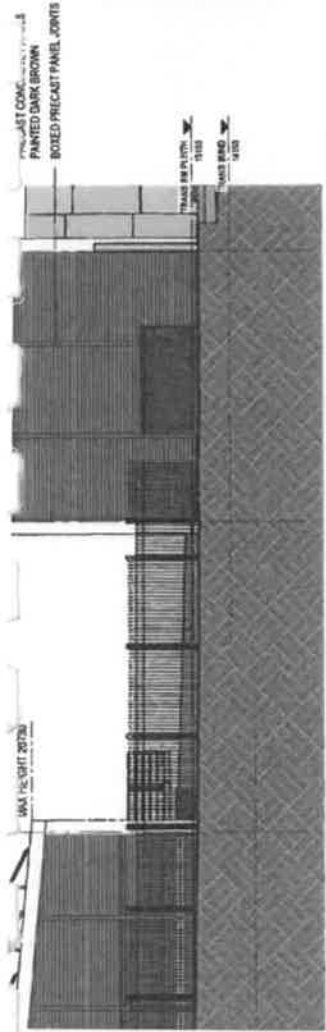
by blasting or general equipment operations and tunnelling ground movements on the WSL Site.

SCHEDULE 2

CONCEPT PLANS

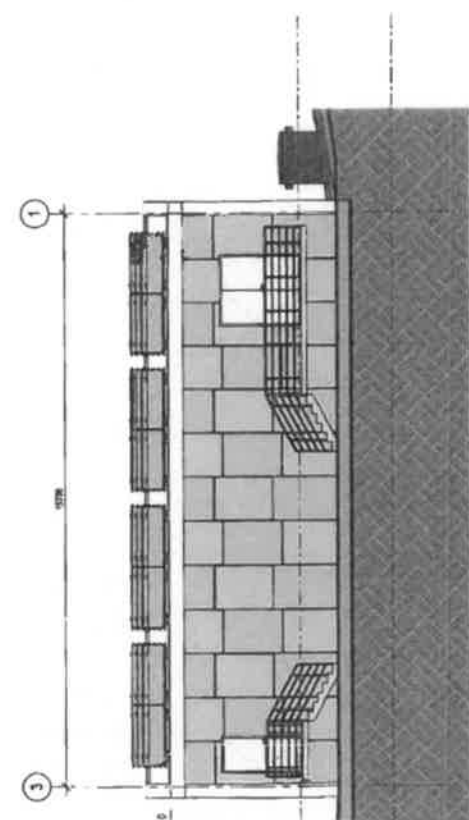






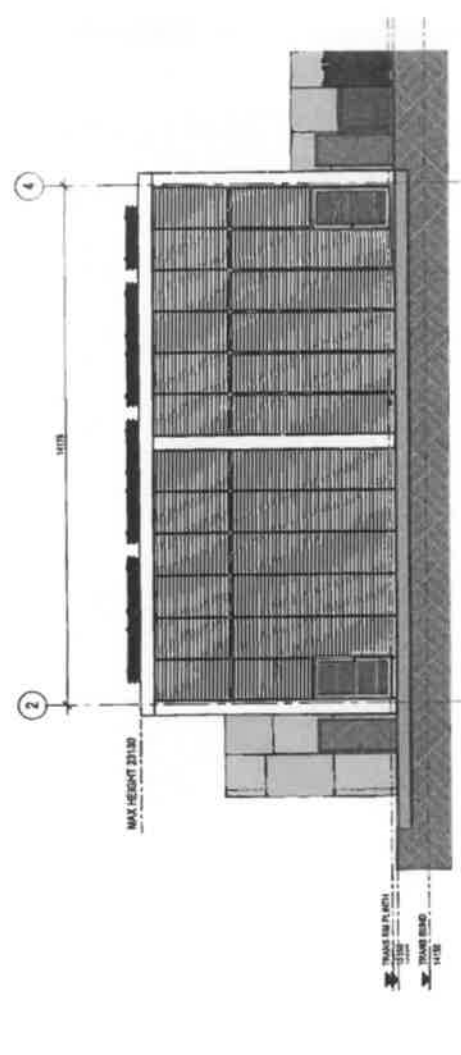
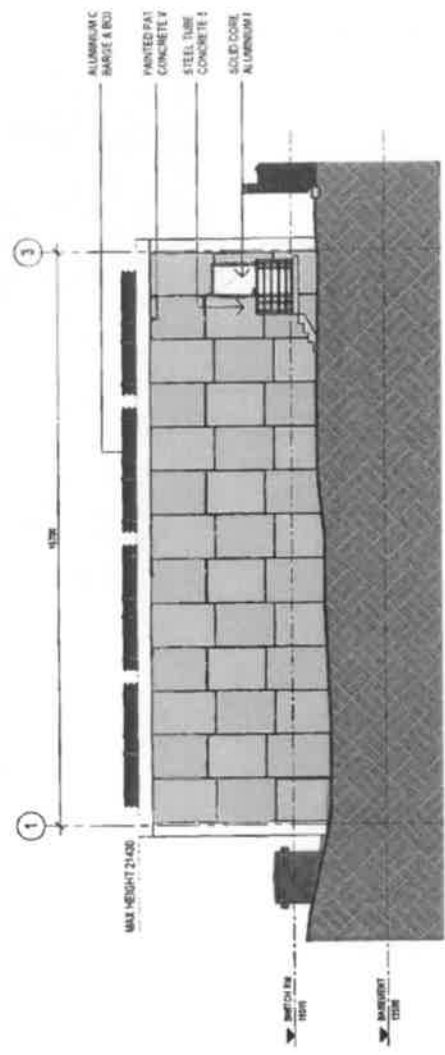
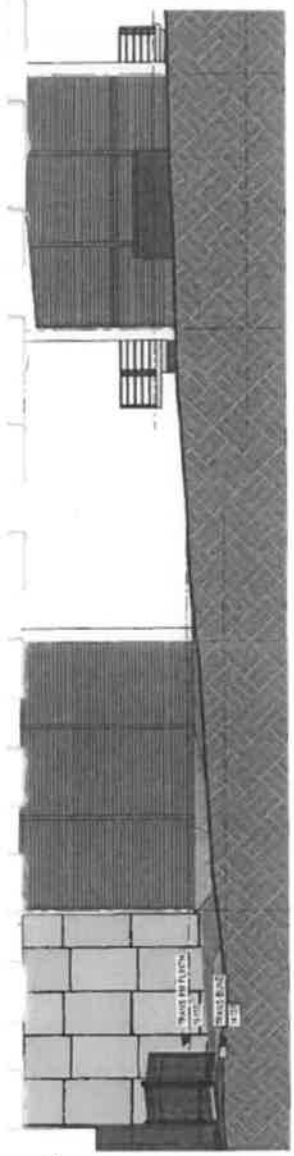
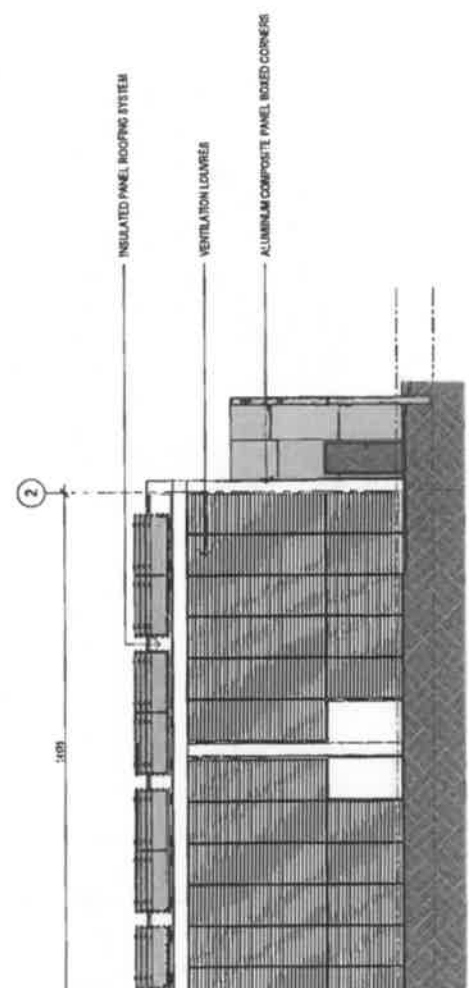
2 | ELEVATION - WEST

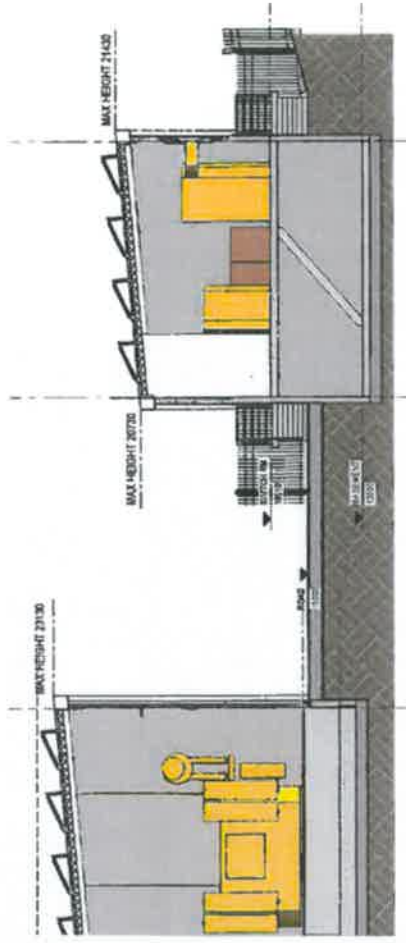
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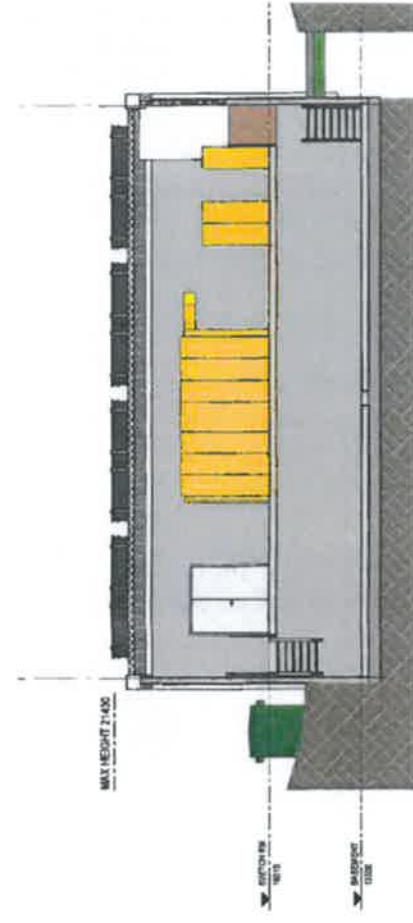
4 | ELEVATION - SWITCHROOM BUILDING SOUTH

Scale: 1 : 100



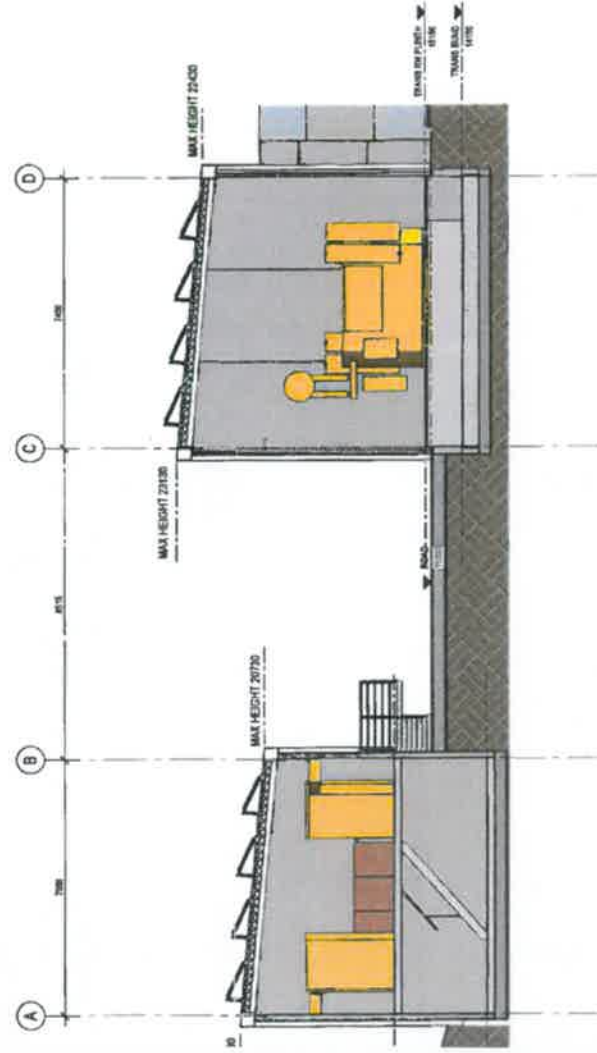


3 S SECTION - SWITCHROOM & TRANSFORMER B. - EAST

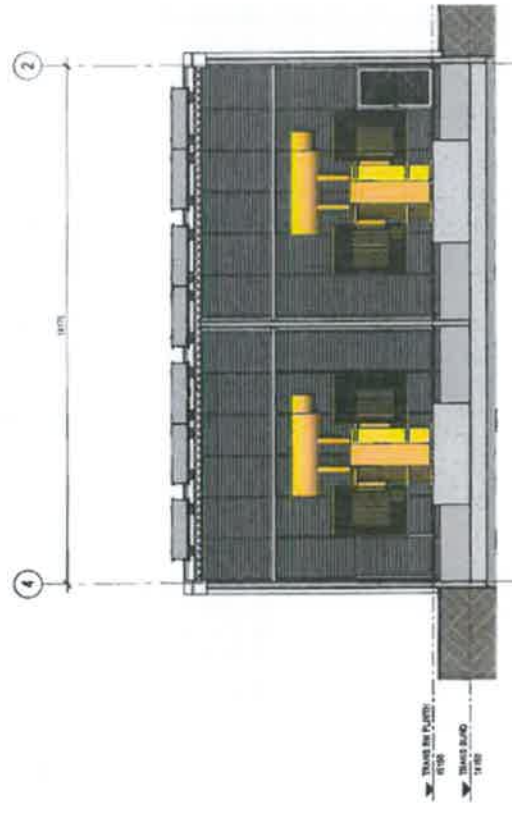


2 LONG SECTION - SWITCHROOM

Scale: 1:100

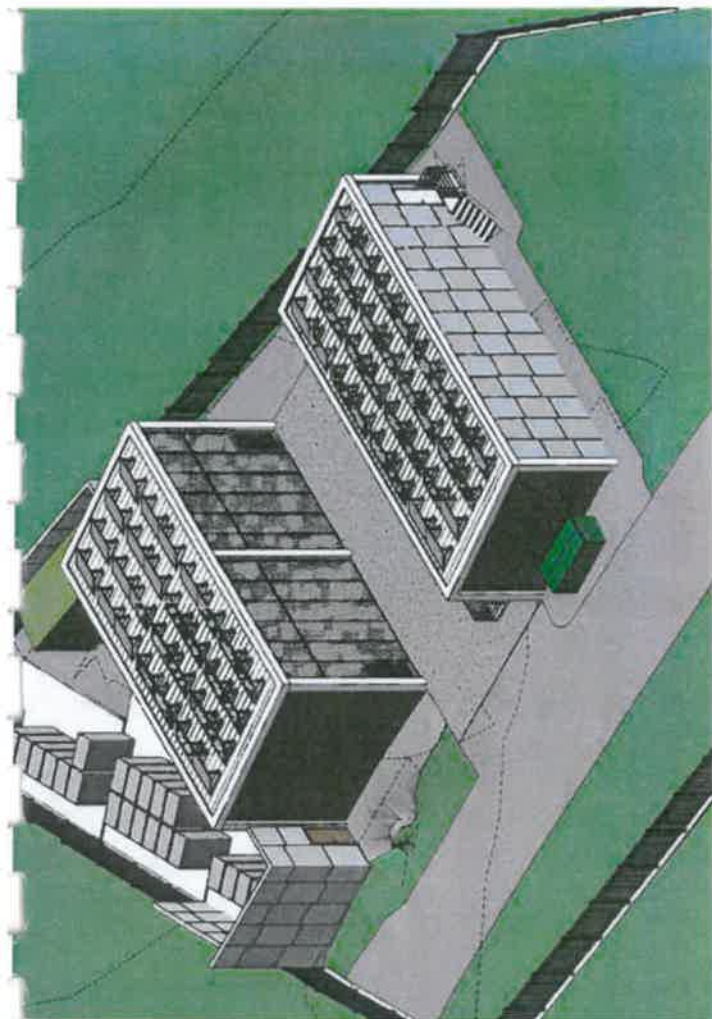
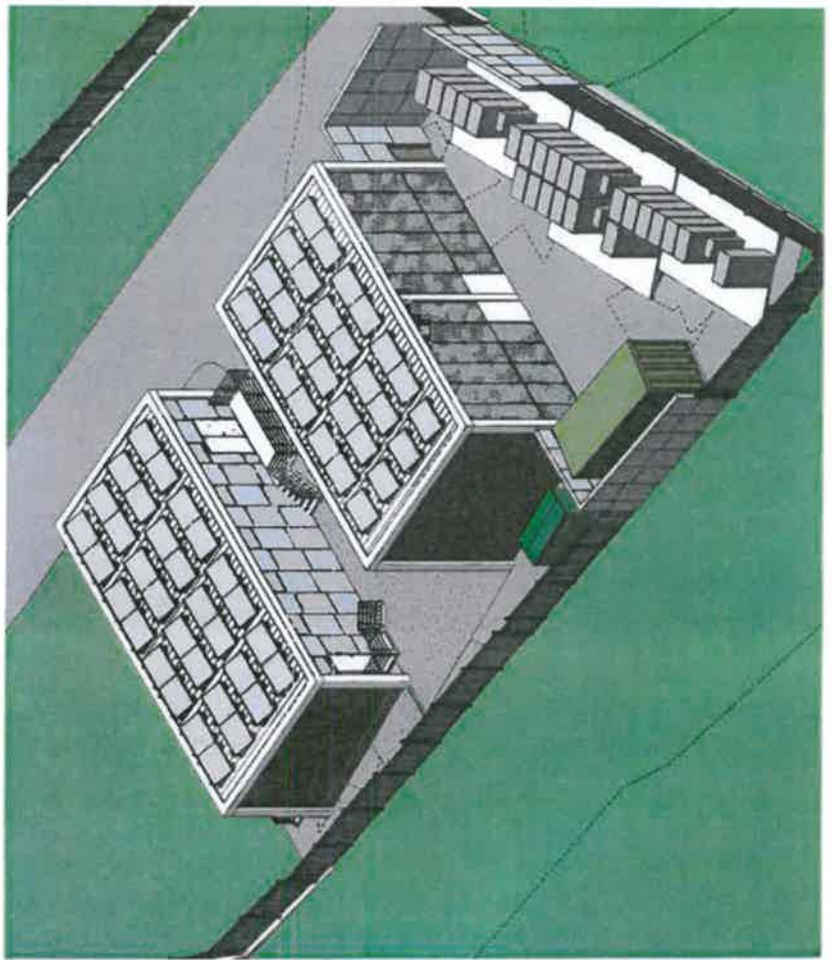


3 S SECTION - SWITCHROOM & TRANSFORMER B. - WEST



4 LONG SECTION - TRANSFORMER BUILDING

Scale: 1:100





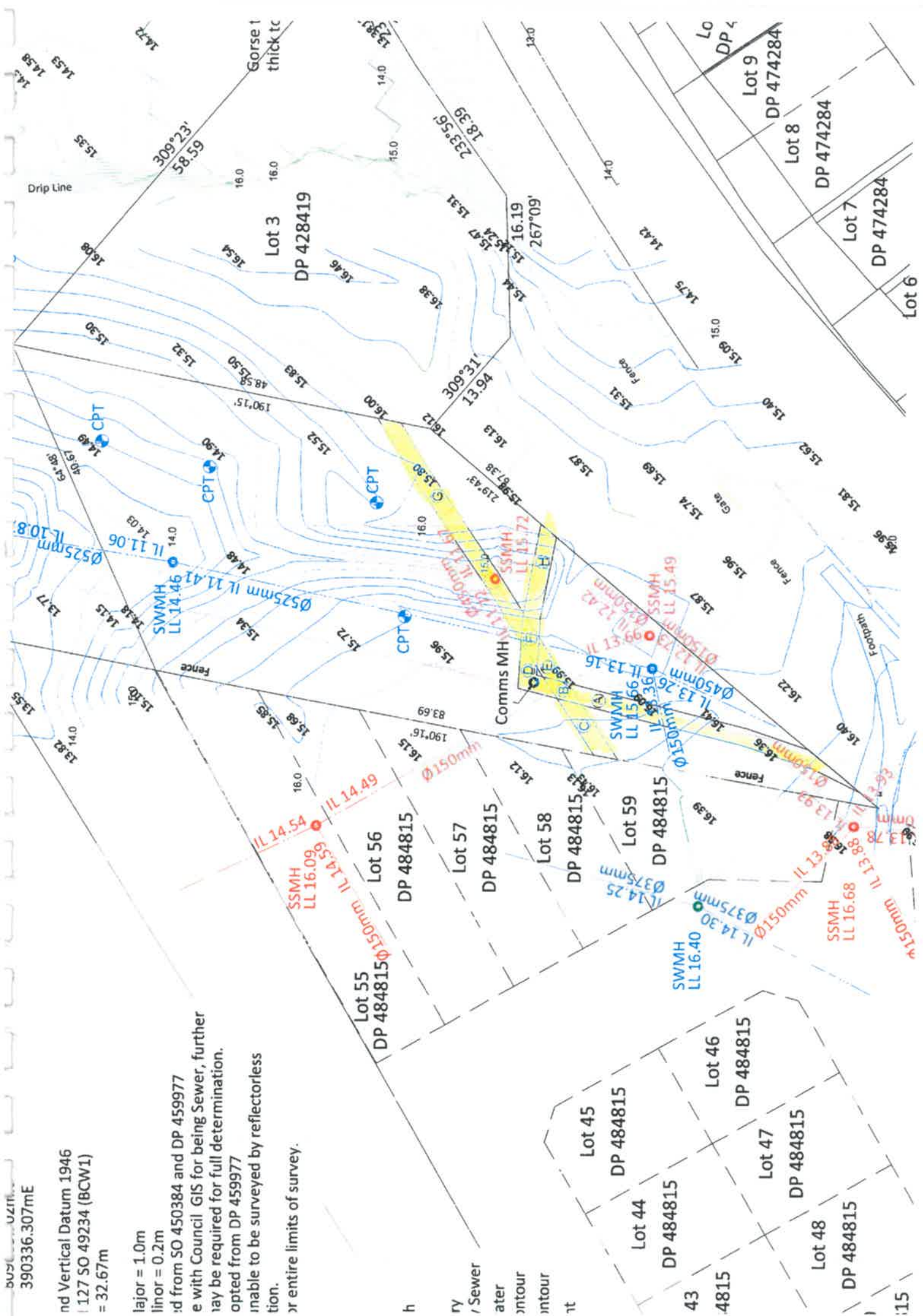
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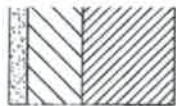
major = 1.0m
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with Council GIS for being Sewer, further
may be required for full determination.
opted from DP 459977
unable to be surveyed by reflectorless
tion.

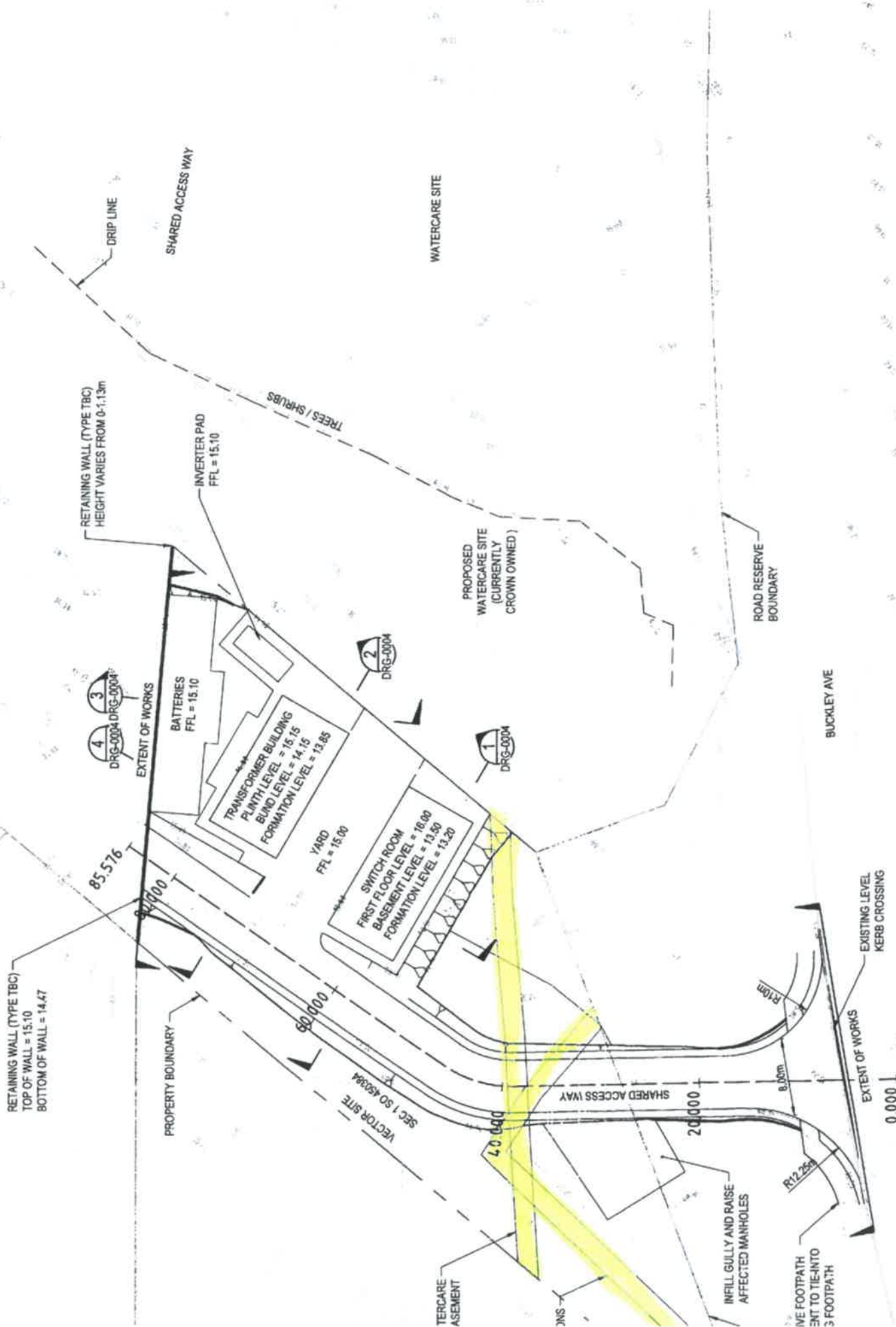
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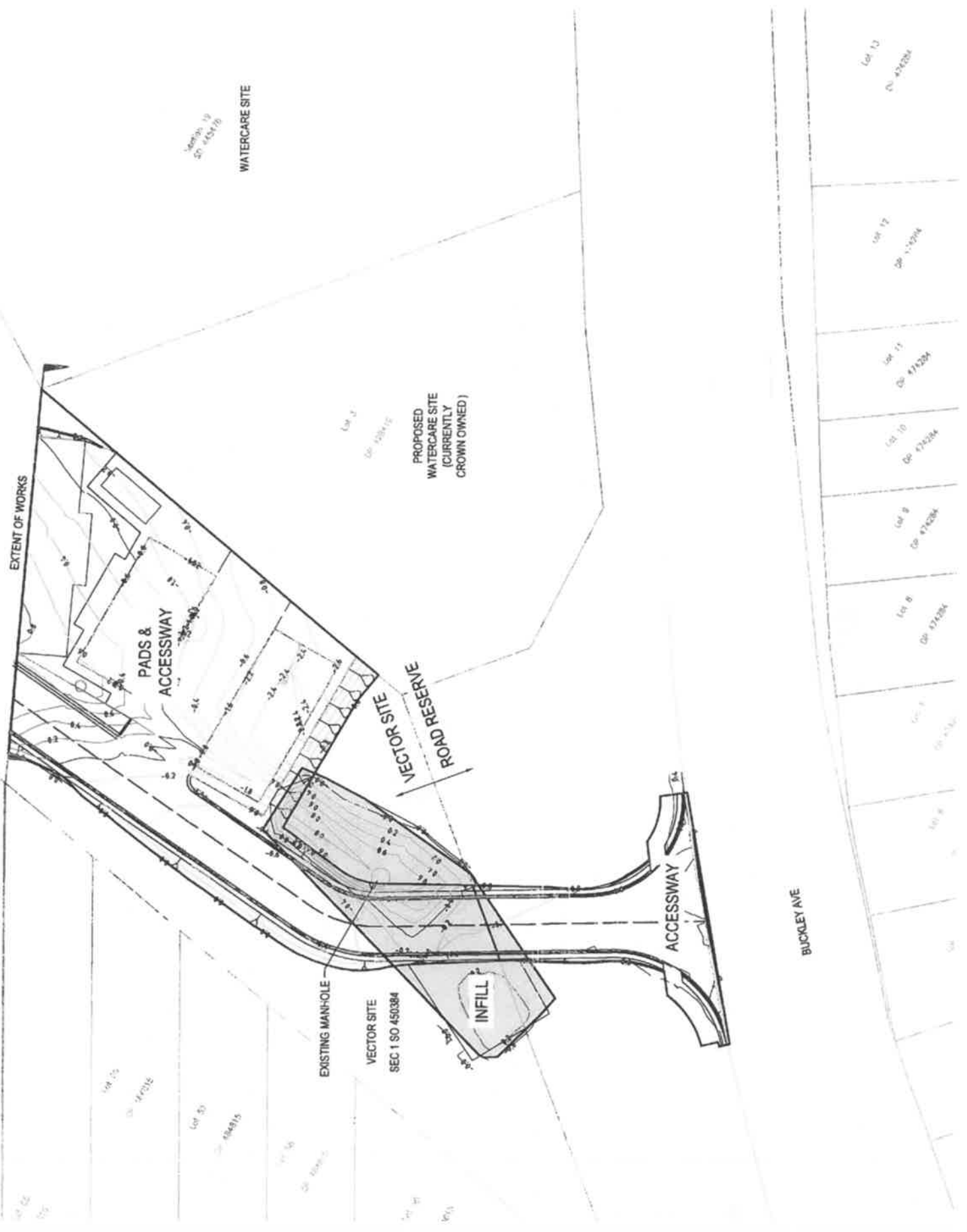
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LEGEND



BULK EARTHWORK	
LOCATION	
VECTOR SITE	PADS & ACCESSWAY
	INFILL
ROAD RESERVE	ACCESSWAY



4. PUBLIC STORMWATER ACCORDANCE WITH
5. ALL PROPOSED / STATED.
6. FALLS IN ROAD A
7. NUMBER AND LO
8. PROXIMITY OF B RESULTING IN R

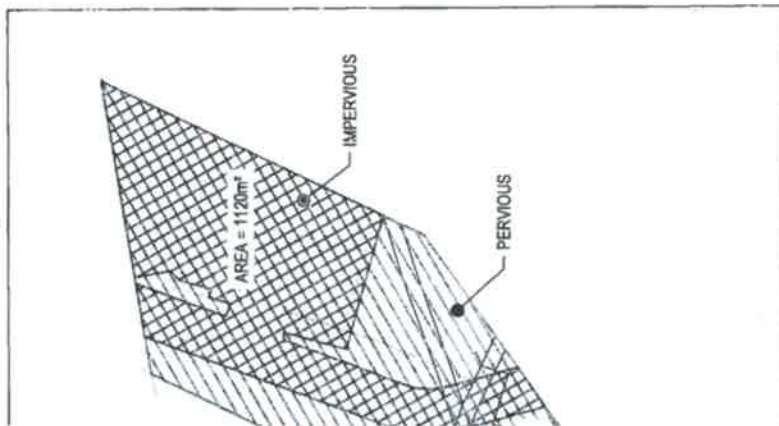
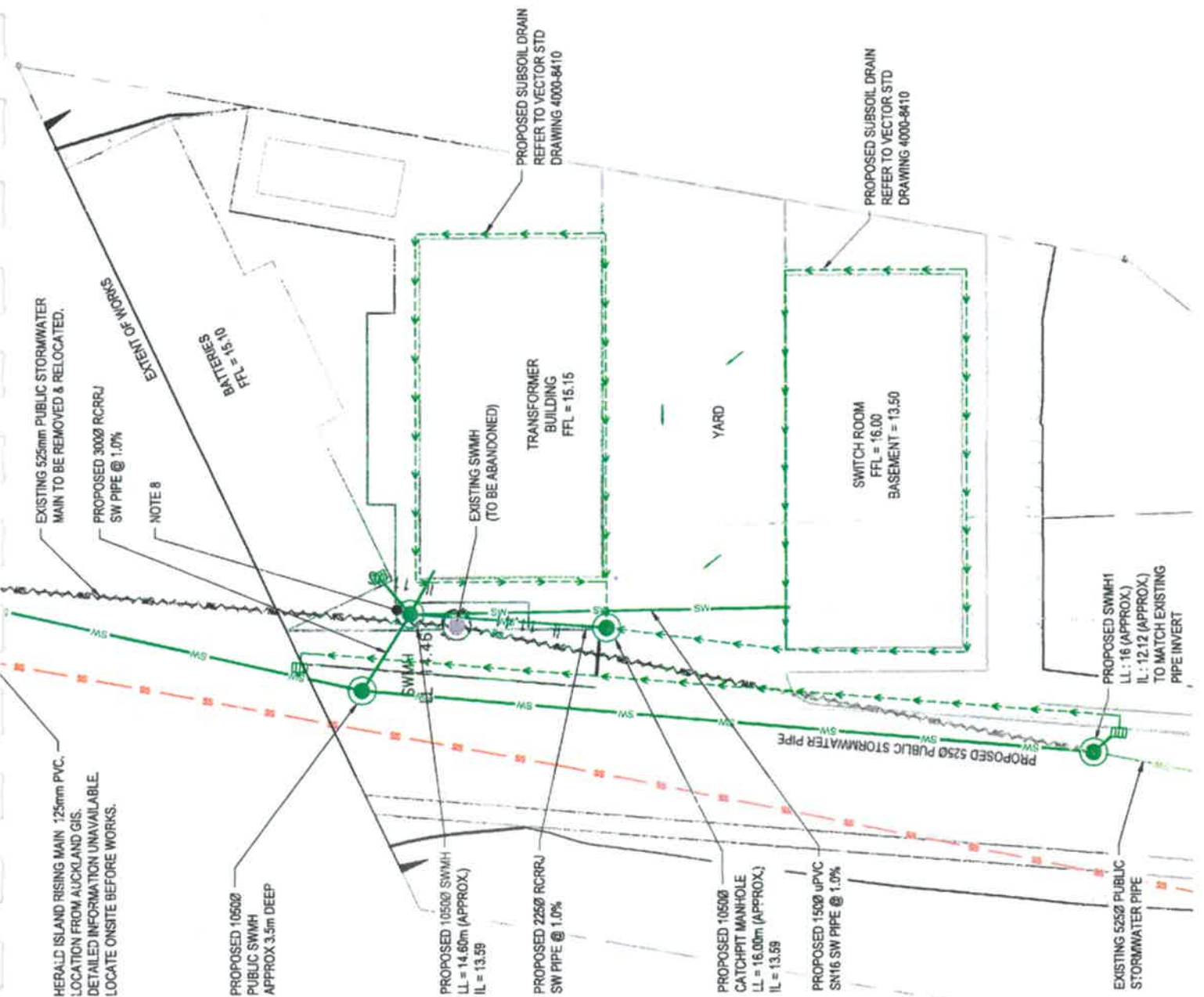
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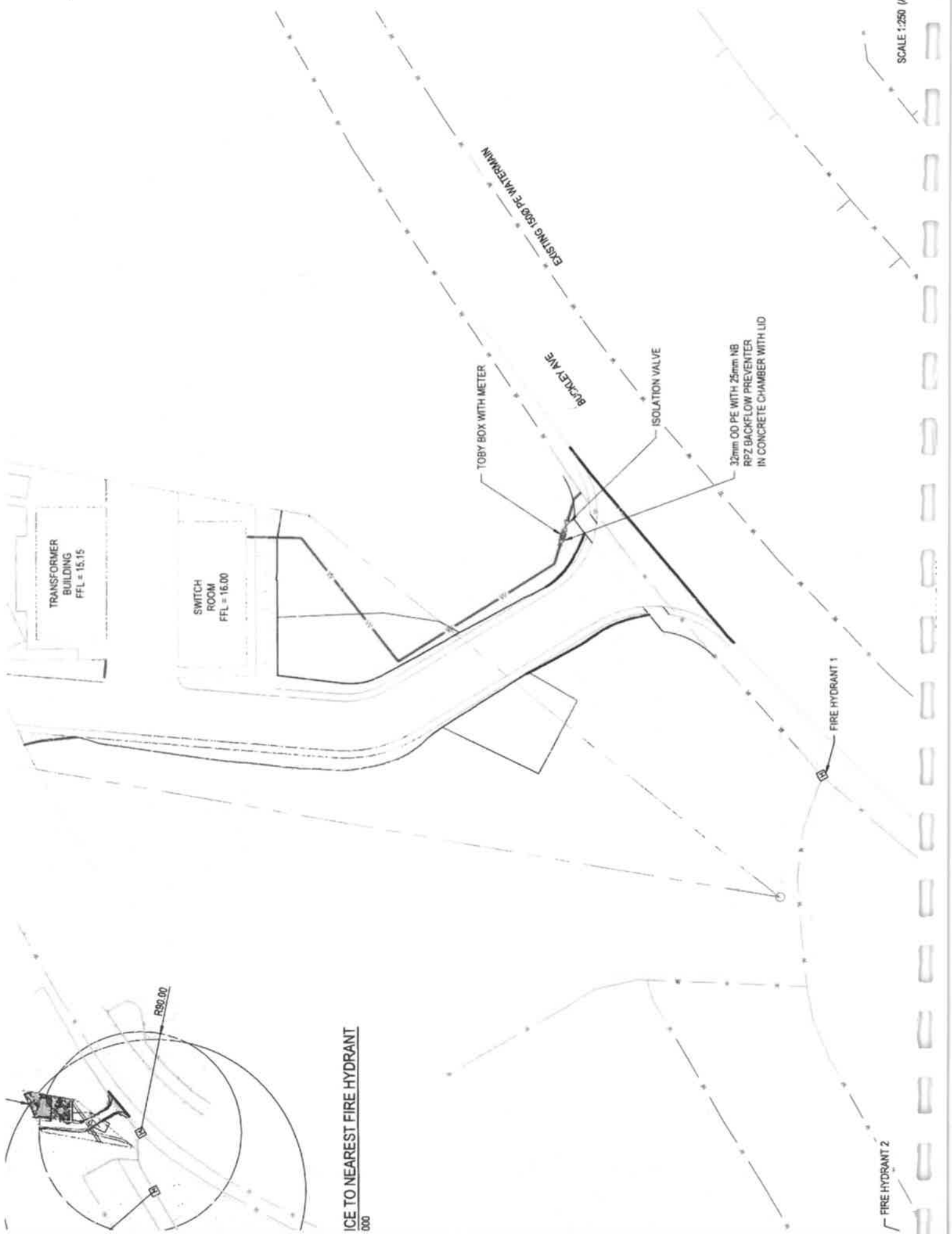
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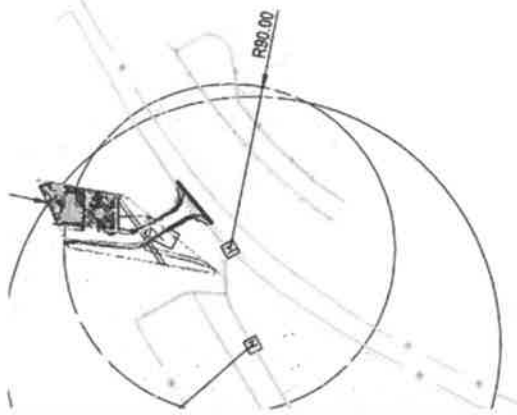
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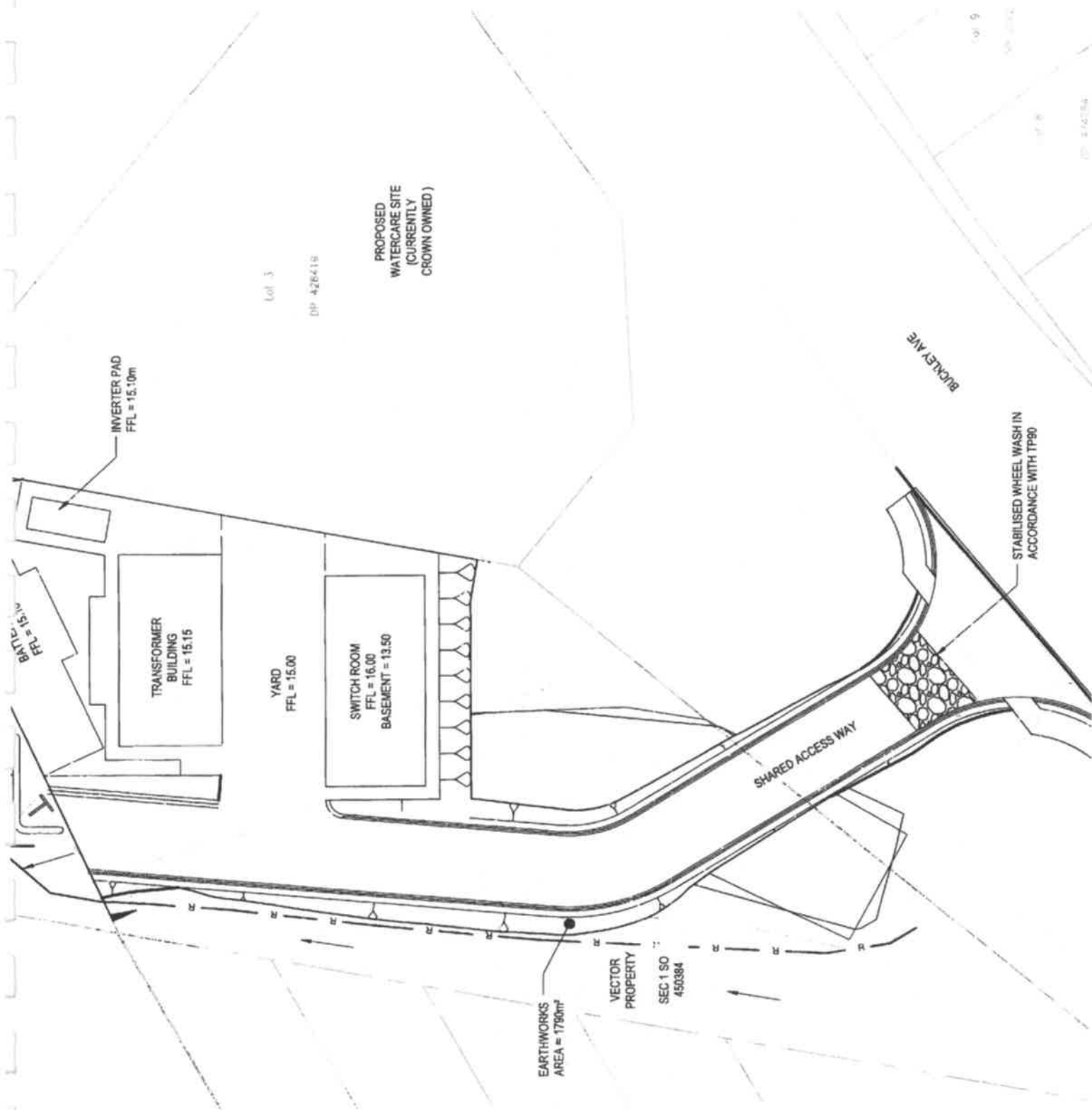


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LEGEND



SCHEDULE 3

WORKS OVER CONDITIONS

WSL's conditions are in plain type, with Vector's responses in italics.

1. Building within Watercare easements or over chambers, valves, manholes, rising mains and connections is NOT permitted. *The proposed building structure works are not within the easements or over mains, etc. There will be earthworks (cut and fill), a new access road and new buried services within portions of the easement, however effects will be mitigated as noted below.*
2. NOTE: Do NOT CCTV transmission or rising mains. *Noted.*
3. Critical Transmission mains are to be clearly located and marked out on site. You may either spear and pot-hole or hydro excavate the main. Investigation Consent must be applied for prior to excavation works. *Noted.*
4. If it is not practical to spear and pot-hole or hydro-excavate the main, it must be surveyed/marked-out by a Watercare approved registered surveyor at the applicants cost. *Noted. Methodology selection will depend on particular mains depth and type of pipe (e.g. pvc), so as to avoid any damage, and will require Watercare approval (consent).*
5. Please note that for health and safety reasons only approved third parties are allowed access to Watercare networks. *Noted.*
6. Foundations are to be designed to ensure that **no additional loading is imposed on the main by the new structure.** *Noted.*
7. If piles are proposed, depending on the depth, ground conditions and condition of the main, 1 to 2 metre minimum clearance from face of pile to face of main may be required. *Noted; measures will be implemented as appropriate to prevent additional loading from structure foundations acting on existing mains.*
8. Piles within 5 meters of the main are to be drilled and not driven. *Noted; current arrangement have piles (deep soil mixing columns - DSM) located more than 2m clear of mains. This has now been changed to composite slab but will still maintain clearances within detail design.*
9. Alternatively, depending on the proposed structure and the depth of the main, you may choose shallow type foundations. **In this case, a structural engineering report is required to confirm that the proposed structure will not have an adverse effect on the main.** *The only pile types proposed in the current design are for DSM and possibly shallow timber pole retaining walls – all are bored type, not driven. This has now been changed to composite slab and will incorporated into detail design.*
10. Inspections/stand-over as per consent conditions. *Noted*

11. IMPORTANT: Final Watercare sign off, required by Auckland Council is dependent on Inspections/stand-over feedback. *Noted*

SCHEDULE 4

WATERCARE'S S176 APPROVAL

03 July 2017

Vector Limited
PO Box 99882
Newmarket 1149
AUCKLAND

Attention: Chris Tobin

Dear Chris,

Proposed Works in Watercare Designation for Installation of New Hobsonville Substation

Thank you for your request dated 18 April 2017 for approval to undertake works in the following Watercare designation at 439 Hobsonville Road:

- WMNH2/NI Reference 2662799, Watercare GIS Map

The following Watercare assets located within the designated land may be affected by the prospective Vector Substation works:

- Massey North Branch
- Hobsonville 1 Pump Station Easement
- 125mm rising retail waste water main
- Northern Interceptor (NI), proposed Watercare asset
- 400mm retail waste water line, currently under construction

As described in your request, the proposed works are to complete installation of new substation, involving ground stabilisation, relevant infrastructure and new foundations for the proposed buildings.

Subject to the conditions below, Watercare hereby provides its approval as a Requiring Authority under Sections 176 (1)(b) and 178 (2) of the Resource Management Act 1991, to Vector Limited for the proposed works in land designated by Watercare.

This approval is granted subject to the following conditions:

- a) A composite slab foundation design is required as discussed with Jacobs Engineers and Vector Ltd on 28th April 2017– this allows tunnelling of the NI below the structure
- b) The composite slab foundation design is to be developed by the design consultant specifically to specifically allow for settlement during tunnel construction and manage any potential differential settlement

- c) Watercare and Vector are to agree controls that could be included in the tunnelling specification by Watercare
- d) The proposed works are limited to those shown on drawings submitted to Watercare and attached to this letter
- e) The slab design is sensitive to the crown elevation of the tunnel. On this basis a design envelope is proposed assuming a 3m ID tunnel, which is larger than actually required. The vertical alignment of the crown of the pipe for design purposes is set at 5.5m below ground level by Watercare;
- f) Further consultations with Watercare are required until final design drawings and methodology are agreed between Watercare and Vector Limited, involving their designers and contractors
- g) The affected assets should be accurately located on site and the required clearances confirmed in advance to construction works
- h) The proposed works shall be undertaken in accordance with Works Over Consent which should be applied for by the (principal) contractor prior to construction works commencing
- i) A structural engineering report shall be submitted to Watercare as part of a works over consent application to confirm that the proposed construction works will not have an adverse effect onto the affected assets
- j) The design of the new substation must ensure that any earth mat will not be disturbed at the tunnelling depth
- k) With TBM below Vector substation – there is a risk under fault conditions that TBM could become 'live' and if so Vector to confirm mitigation for this within Watercare's tunnelling design (i.e. TBM earth point connected to substation local earth whilst boring in proximity to substation)
- l) Any further construction works beyond the supplied proposal will be subject to additional Watercare approval

Enclosures:

- 2917-V4-SK01 - CONCEPT SITE PLAN (4)
- Drg 05_170119 – Access to Buckley Avenue
- Hobsonville Point - Proposed Site Layout and Stormwater Plan (4)
- New 400mm retail waste water pipe
- GIS Map

Please contact the writer if you require any further information.

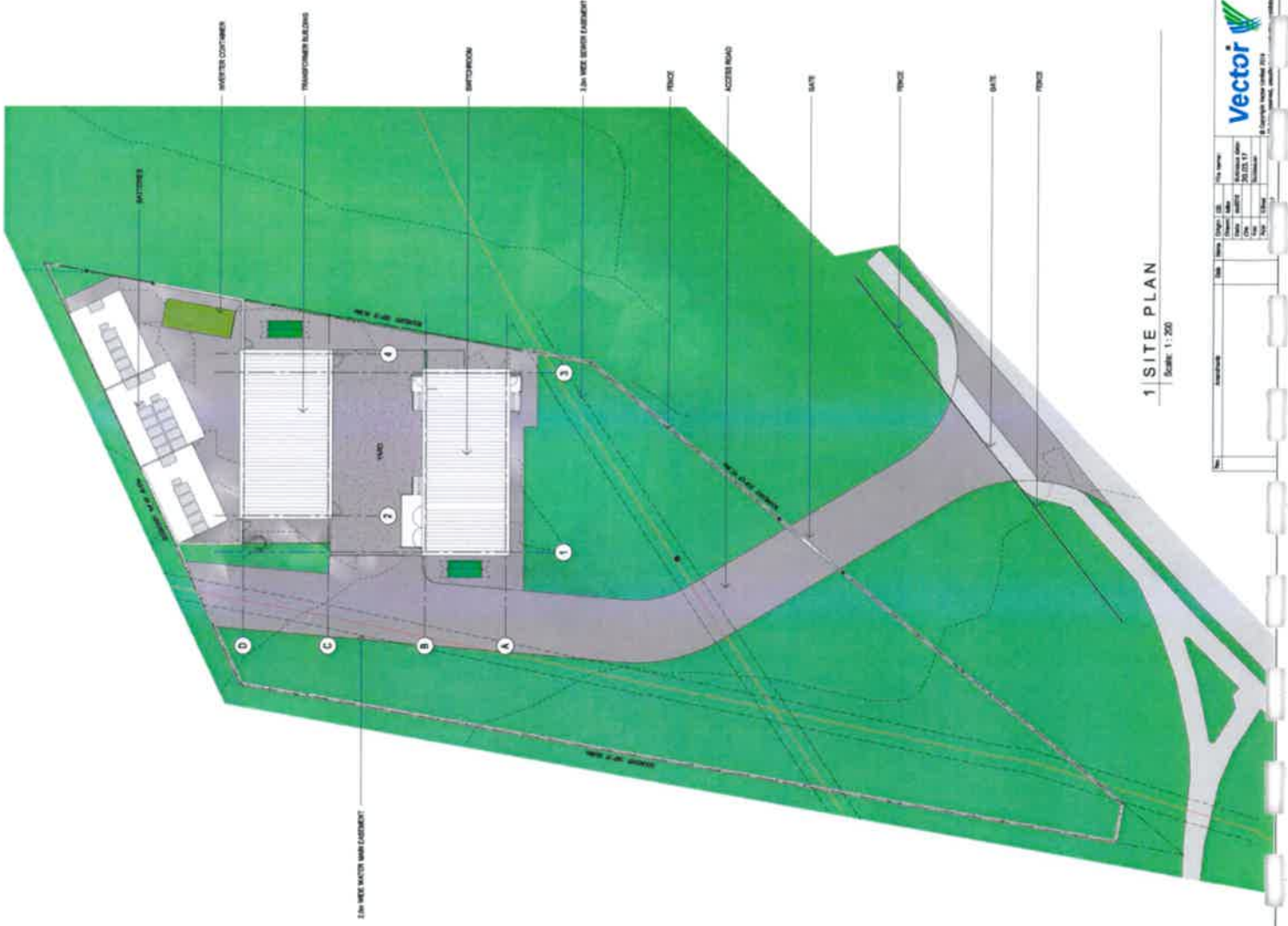
Yours faithfully,

A handwritten signature in dark ink, appearing to read 'Lana Nikolic', written in a cursive style.

Lana Nikolic

Works Over Engineer

Watercare Services Limited



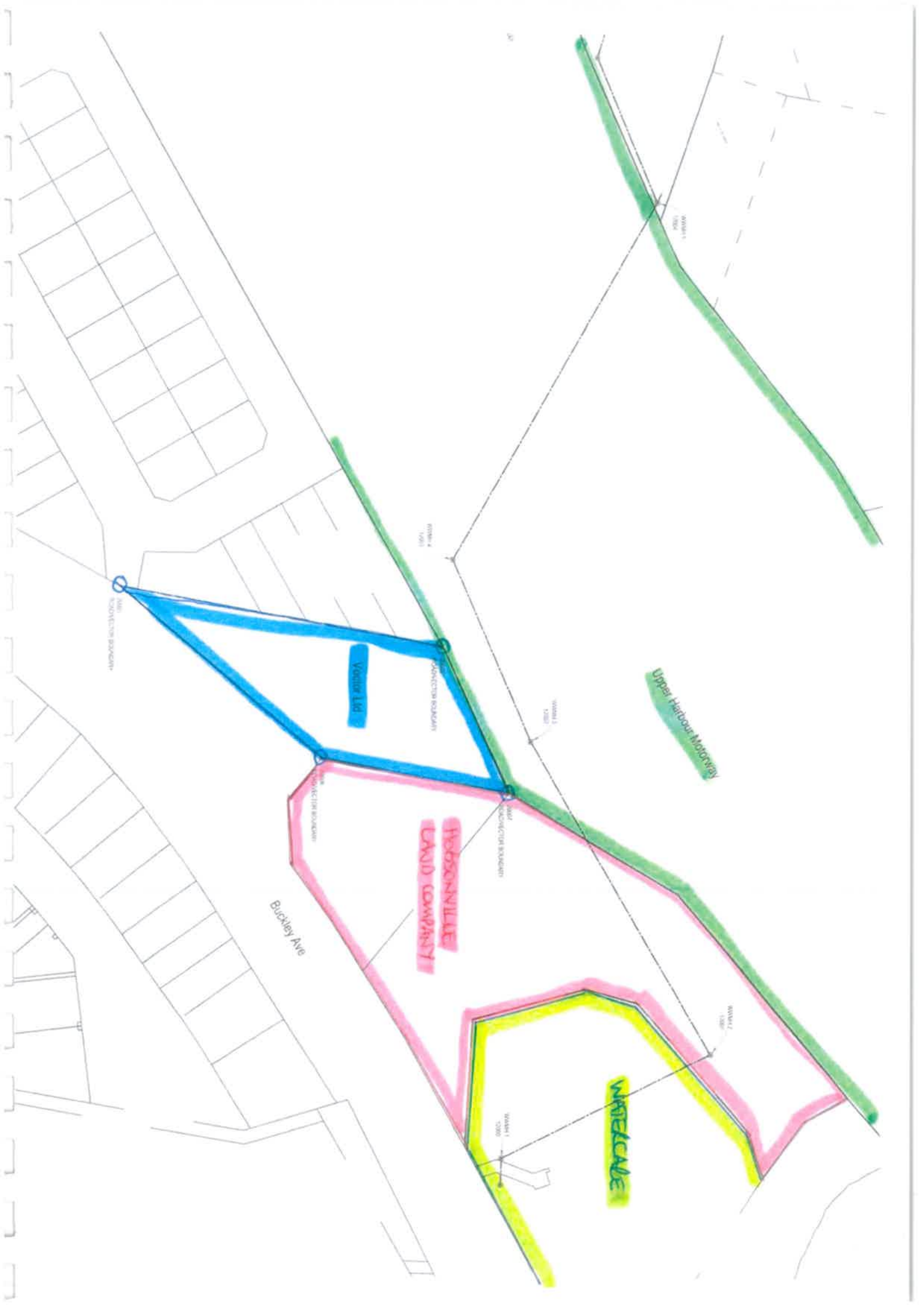
1 SITE PLAN
Scale: 1:200

REVISIONS			
No.	Description	Date	By

PROJECT INFORMATION	
Project Name	HOBSONVILLE POINT SUBSTATION
Client	Vector Limited
Project Address	480 Rutherford Ave, Hobsonville, Auckland
Project No.	VA-0001
Scale	1:200

DRAWING INFORMATION	
Drawing No.	VA-0001-01
Drawing Title	1 SITE PLAN
Author	Vector Limited
Check	Vector Limited
Drawn	Vector Limited
Scale	1:200

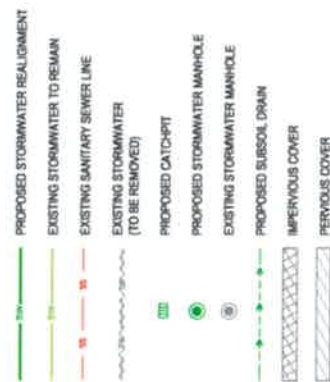
APPROVALS	
Author	Vector Limited
Check	Vector Limited
Drawn	Vector Limited
Scale	1:200





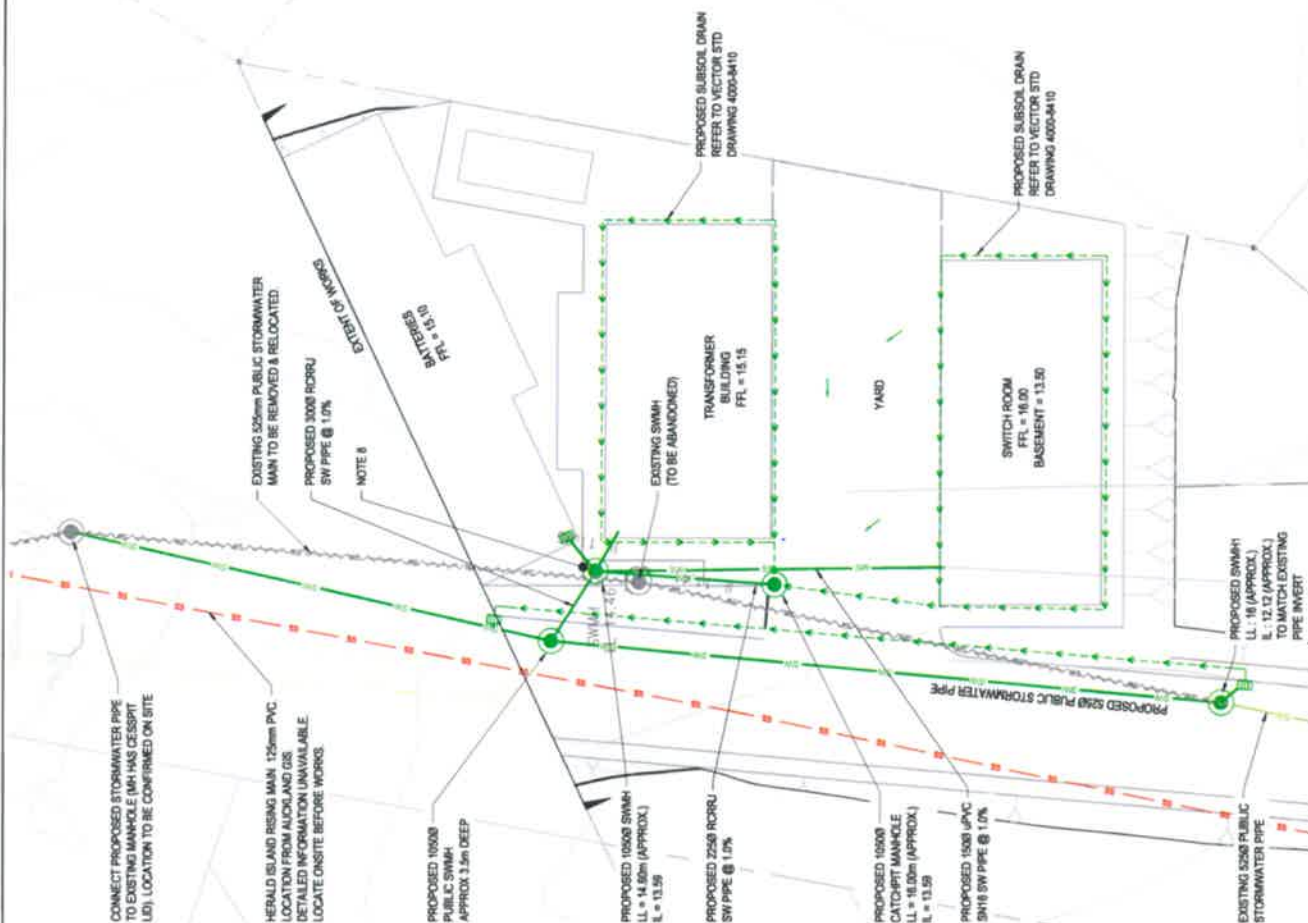
1. CONTRACTOR TO VERIFY AND CONFIRM ALL EXISTING UTILITIES TO LEVEL 10, ASHWA 2013 AT NEXT DESIGN STAGE AND LEVEL 'A' BEFORE COMMENCEMENT OF WORK.
2. ANY DISCREPANCIES WITH THE LOCATION OF THE SERVICES TO BE REPORTED TO THE ENGINEER.
3. PRIVATE STORMWATER INFRASTRUCTURE TO BE CONSTRUCTED IN ACCORDANCE WITH NDR-C-E-UK22.
4. PUBLIC STORMWATER INFRASTRUCTURE TO BE CONSTRUCTED IN ACCORDANCE WITH ACSW C&P.
5. ALL PROPOSED ASSETS ARE PRIVATE UNLESS OTHERWISE STATED.
6. FALLS IN ROAD AND YARD AREA TO BE CONFIRMED.
7. NUMBER AND LOCATION OF CATCH PITS TO BE CONFIRMED.
8. PROXIMITY OF BUILDING TO SW PPE'S 'ZONE OF INFLUENCE' RESULTING IN RELOCATION OF SW ASSET OUTSIDE OF THE ZONE.

LEGEND

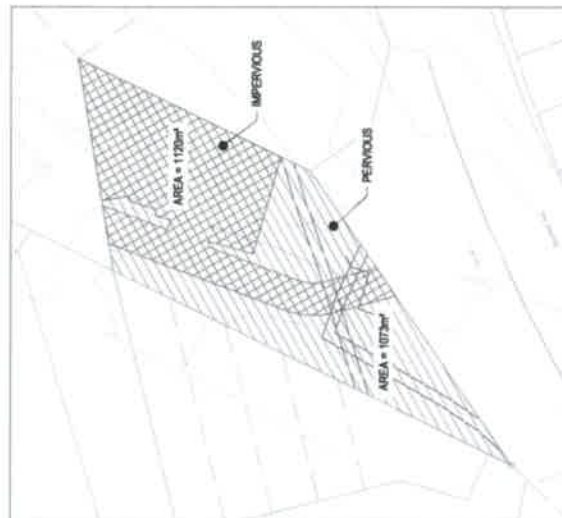


RESOURCE CONSENT ISSUE

PROPOSED STORMWATER PLAN



STORMWATER PLAN
SCALE 1:125



PROPERTY IMPERVIOUS COVER
SCALE 1:500

[illegible]

CAUTION

CONSTRUCTION REQUIREMENTS: ALL EXISTING SERVICES INCLUDING POWER, GAS, WATER, TELEPHONE, CABLE, AND OTHER SERVICES SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE SERVICES SHALL BE APPROVED BY THE RELEVANT AGENCIES PRIOR TO CONSTRUCTION.

NOTES

1. ALL WORKS AND MATERIALS ARE TO COMPLY WITH RELEVANT CODES, ENGINEERING STANDARDS AND REQUIREMENTS WITHIN THE REQUIREMENTS OF THE BUILDING CODE.
2. ALL WORKS ON EXISTING INFRASTRUCTURE LINES TO BE CARRIED OUT BY AN APPROVED LICENSED CONTRACTOR AT SITE/OPERATOR'S EXPENSE.
3. CONTRACTOR TO LOCATE, MARK AND CONFIRM ALL EXISTING SERVICES PRIOR TO COMMENCEMENT OF WORK ON SITE AND PROTECTION OF SAME.
4. ALL PIPE DIRECTION ARE @ VALVES @ 90° TURN.
5. ALL MANHOLES ARE TO HAVE MINIMUM 1.0m DIA. AND COVER AS SPECIFIED IN THE DRAWING.
6. ALL MANHOLES TO BE CONSTRUCTED WITH 150mm DIA. INLET AND 150mm DIA. OUTLET.
7. MANHOLE BENCHING - 1.0m DIA. INLET AND 1.0m DIA. OUTLET.
8. WHERE TO LAY OUT BETWEEN EXISTING AND NEW LINES, THE LINES SHALL BE LAYED OUT IN A STRAIGHT LINE.
9. PROVIDERS OF ALL MATERIALS TO BE BANGLED PRIOR TO BE CARRIED AND THERE NECESSARY RECORD PRIOR TO BE CARRIED.
10. PUMP STATION INFORMATION: 1.0m DIA. INLET AND 1.0m DIA. OUTLET. 1.0m DIA. INLET AND 1.0m DIA. OUTLET. 1.0m DIA. INLET AND 1.0m DIA. OUTLET.
11. CONTRACTOR TO COMPLY WITH ALL REQUIREMENTS OF THE BUILDING CODE.
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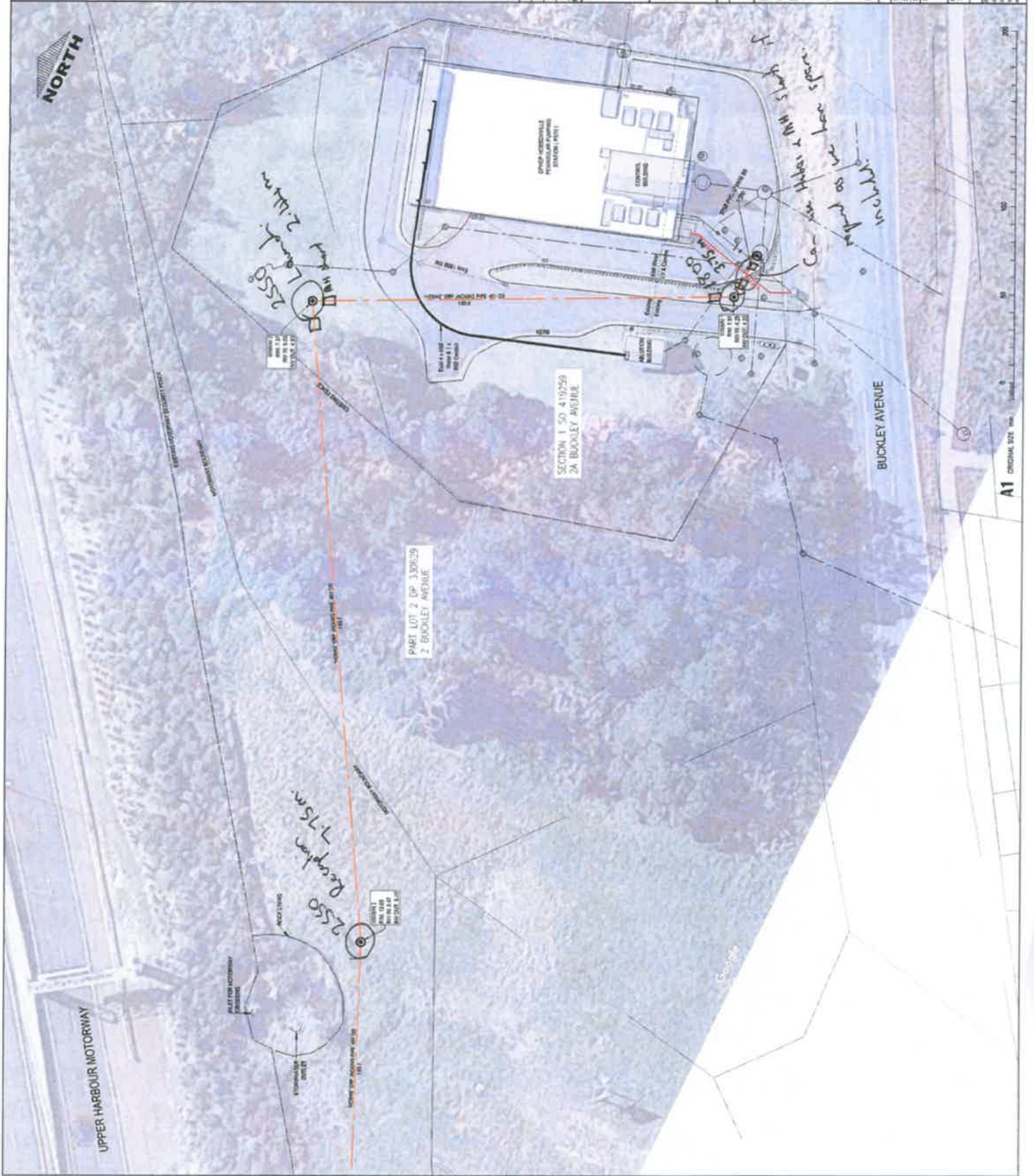
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CONSTRUCTION REQUIREMENTS: ALL EXISTING SERVICES INCLUDING POWER, GAS, WATER, TELEPHONE, CABLE, AND OTHER SERVICES SHALL BE MAINTAINED AND PROTECTED. ANY CHANGES TO THESE SERVICES SHALL BE APPROVED BY THE RELEVANT AGENCIES PRIOR TO CONSTRUCTION.

ENGINEERING DESIGN
OCKLESTON LANDING
HOBSONVILLE, AUCKLAND

WASTEWATER - LAYOUT 6

OCKLESTON INVESTMENTS LTD

DO NOT SCALE. If you scale ask for dimensions.

Sheet No. 1.000 of 1.000

215126

Sheet No. 1.000 of 1.000

215126

Sheet No. 1.000 of 1.000

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Sheet No. 1.000 of 1.000

215126

Watercare Services Limited

Watercare
An Auckland Council Organisation

NOTE: Where applicable, Water supply is shown in **RED**, Wastewater is shown in **RED** and Stormwater in **GREEN**

A4 Scale: 1:500
Created: 20/04/2017

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Created: 20/04/2017

An Auckland Council Organisation 

NOTE: Where applicable, Water supply is shown in BLUE, Wastewater is shown in RED and Stormwater in GREEN

Rachael Clark

From: Paul Thompson <paul.thompson45@yahoo.co.nz>
Sent: Monday, 10 July 2023 11:23 am
To: Jeremy Elley-Brown
Cc: WHung (William); Yue Cheng; Peter Ataallah
Subject: Re: Hobsonville Bowling Club

CAUTION: External Email!

Good morning Jeremy,

Apologies for the belated reply.

I can't say we're happy about you proceeding with this project, because it will cause significant disruption for us. However, we concede these projects need to go ahead.

We are in the process of putting in a new carpet green at the cost of \$250k which should be completed within the next few weeks. Our concern is that with the adjacent tunneling there could be some subsidence (however small) and therefore we would like it in writing, that should this be the case, Watercare will pay to have FeildTurfNZ restore it to the World Bowls standard. (i.e perfectly level)

We're still waiting for your proposed parking plan and whether you are going to remove some of the vegetation between the carpark and the sports ground to make way for more parks. Also, an additional option would be to either concrete or 'gobi block' the area down the side of the bowling club.

As for compensation, because it's War Memorial land, we don't pay rates and only pay about \$200 per year currently for use of the land. Therefore any reduced rental from Council would be insignificant and not compensate us for revenue loss.

With kind regards
Paul Thompson (President HBC)

On Monday, 10 July 2023 at 09:56:51 am NZST, Jeremy Elley-Brown <jeremy.elley-brown@water.co.nz> wrote:

Hi Paul

I hope you had a good weekend.

Just following up with the email below. Have you had the chance to discuss with the Hobsonville Bowls club yet?

Kind regards

Jeremy Elley-Brown | Stakeholder Liaison Advisor

Watercare Services Limited

Mobile: 021 832 377

From: Jeremy Elley-Brown <Jeremy.Elley-Brown@water.co.nz>
Sent: Friday, June 30, 2023 3:56 PM
To: Paul Thompson <paul.thompson45@yahoo.co.nz>
Cc: William Hung <William.Hung@water.co.nz>; Yue Cheng <Yue.Cheng@water.co.nz>; Peter Ataallah <Peter.Ataallah2@water.co.nz>
Subject: RE: Hobsonville Bowling Club

Hi Paul

I hope your week has been going well.

I am getting in touch about the upcoming Whenuapai and Redhills wastewater project. As part of the project, we need confirmation from the Hobsonville Bowls club that you are happy to continue to work with us to ensure this project goes ahead? This confirmation is required for the Auckland Council Park team as the project involves works near the Hobsonville War Memorial Park.

Furthermore, we are exploring the monthly compensation fee to utilise a portion of the bowling club carpark for the proposed shaft location. Our team is currently looking into the details about how this compensation will work. In the event this does proceed, the value agreed would be via Auckland Council as deduction to the bowling club's existing rental agreement as opposed to being directly between Watercare and the Bowling Club.

Thank you and have a great weekend.

Kind regards

Jeremy Elley-Brown | Stakeholder Liaison Advisor

Watercare Services Limited

Mobile: 021 832 377

From: Paul Thompson <paul.thompson45@yahoo.co.nz>
Sent: Monday, May 22, 2023 9:12 AM
To: BDeVilliers (Byron) <Byron.DeVilliers@water.co.nz>
Cc: WHung (William) <William.Hung@water.co.nz>; YCheng (Yue) <Yue.Cheng@water.co.nz>; JElleyBrown (Jeremy) <Jeremy.Elley-Brown@water.co.nz>
Subject: Re: Hobsonville Bowling Club

CAUTION: External Email!

Hi Byron & others,

Just wondering what the **latest start date** is for this project given the heavy workload you must currently be under.

A couple of things;

1) We're still awaiting details of the proposed access and carpark layout for our members as reduced carparking will impact on what tournaments we are able to hold while the project is in progress.

2) Currently contractors are replacing the drainage and carpet of our northern green at a huge cost to the club of \$250k. As mentioned previously can you please confirm that the new stormwater drain will be well beyond our motorway boundary fence, as any subsidence will ruin the running surface of our greens.

With kind regards

Paul (President HBC)

On Friday, 31 March 2023 at 01:27:46 pm NZDT, BDeVilliers (Byron) <byron.devilliers@water.co.nz> wrote:

Hi Paul,

We would like to start getting some of the documentation in place, specifically the agreement that will allow us to temporarily occupy part of the site during the construction of our infrastructure, as outlined in our discussions and the sketch in the emails below.

Can you please advise which law firm / legal representative represents the bowls club? We would be covering the legal fees to get this agreement in place.

Regards

Byron de Villiers | Senior Project Manager - Design Delivery

Watercare Services Limited

Mobile: +64 210 361 031

Customer service line: +64 9 442 2222

Postal address: Private Bag 92 521, Victoria Street West, Auckland 1142, New Zealand

Physical address: 73 Remuera Road, Remuera, Auckland 1050, New Zealand

Website: www.watercare.co.nz



Book time to meet with me

From: JElleyBrown (Jeremy) <Jeremy.Elley-Brown@water.co.nz>
Sent: Monday, 23 January 2023 12:48 pm
To: Paul Thompson <paul.thompson45@yahoo.co.nz>
Cc: BDeVilliers (Byron) <Byron.DeVilliers@water.co.nz>; WHung (William) <William.Hung@water.co.nz>
Subject: RE: Hobsonville Bowling Club

Hi Paul

I hope your week is going well.

Please see the answers to your questions in your email in bold below.

If you have any further questions, please don't hesitate to contact me or the project team cc into this email.

Kind regards

Jeremy Elley-Brown | Stakeholder Liaison Advisor

Watercare Services Limited

Mobile: 021 832 377

From: JElleyBrown (Jeremy)
Sent: Wednesday, 18 January 2023 9:14 am
To: Paul Thompson <paul.thompson45@yahoo.co.nz>
Subject: RE: Hobsonville Bowling Club

Hi Paul

Thanks for your email.

I will discuss your questions with the project team and get back to you shortly.

Kind regards

Jeremy Elley-Brown | Stakeholder Liaison Advisor

Watercare Services Limited

Mobile: 021 832 377

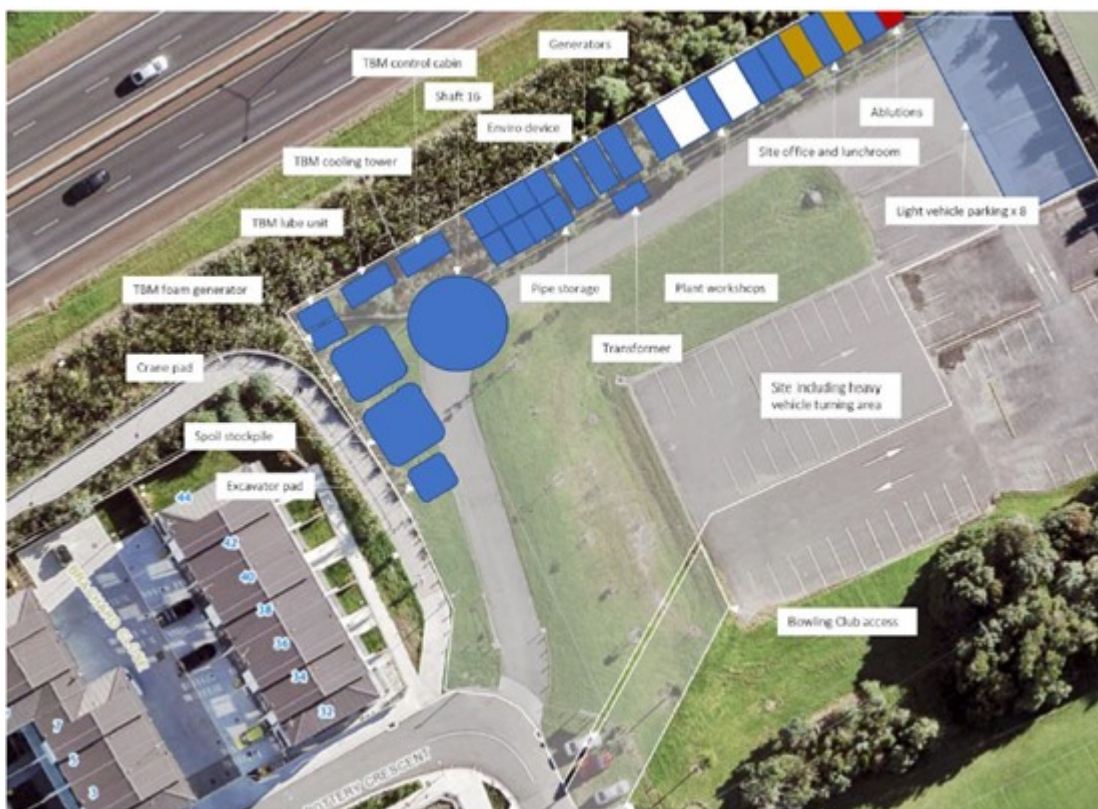
From: Paul Thompson <paul.thompson45@yahoo.co.nz>
Sent: Monday, 16 January 2023 9:20 am
To: JElleyBrown (Jeremy) <jeremy.elley-brown@water.co.nz>
Subject: Hobsonville Bowling Club

Good morning Jeremy,

We've been wondering what's been happening since your visit to our Club and site in October.

a) You were going to send us a sketch of your suggested necessary changes to our parking layout.

Please see the most up to date sketch below:



b) What is your latest estimate of a starting date?

The estimated start date for this location is October 2023.

c) As we told you, Ryman are a substantial sponsor of our Club and part of that sponsorship is to let them use our carpark for their contractors. With your requirement for construction area, we are going to lose most of this and Ryman will be forced elsewhere, resulting in a substantial financial

loss for us. As part compensation for this loss, we would like you to compensate us \$3000 per month, as we will also have to put up with severely limited carparking for our members, noise and general disruption.

We will discuss compensation with our property team and get back to you shortly.

Awaiting your response in due course.

With kind regards

Paul Thompson (President HBC)