

IN THE MATTER of the Resource Management Act 1991

AND

IN THE MATTER of an appeal under s120 of the Act

BETWEEN

**WINSTONE AGGREGATES, A
DIVISION OF FLETCHER
CONCRETE AND
INFRASTRUCTURE LIMITD** (formerly
known as Winstone Aggregates Limited)

(RMA 780/03)

Appellant

AND

**THREE KINGS UNITED GROUP
INCORPORATED**

(RMA 779/03)

Appellant

AND

TRANSIT NEW ZEALAND LIMITED

(RMA 779/03 & 780/03)

Section 274 party

AND

**SOUTH EPSOM PLANNING GROUP
INCORPORATED**

(RMA 780/03)

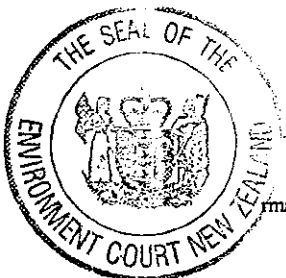
Section 274 party

AND

**EPSOM ENVIRONMENTAL
EFFECTS SOCIETY
INCORPORATED**

(RMA 780/03)

Section 274 party



AND

AUCKLAND REGIONAL COUNCIL

Respondent

BEFORE THE ENVIRONMENT COURT

Environment Judge L J Newhook sitting alone pursuant to s279 of the Act

IN CHAMBERS at Auckland

CONSENT ORDER

HAVING CONSIDERED the notice of appeal, the respondent's reply and the memorandum requesting a consent order signed on behalf of the parties, THIS COURT ORDERS BY CONSENT:

1. That the respondent's decision be amended as shown on the attached marked up copy of that decision.
2. Any consequential re-numbering and cross referencing required as a result of the above amendments.
3. This order resolves in full RMA 779/03 and RMA 780/03.
4. There is no order as to costs.

DATED at AUCKLAND this

15th

day of

July

2005.



L J Newhook

L J Newhook
Environment Judge

AUCKLAND REGIONAL COUNCIL

RESOURCE CONSENT

Granted pursuant to the Resource Management Act 1991

PERMIT NO. 12977

CONSENT HOLDER: Winstone Aggregates, a division of Fletcher Concrete and Infrastructure Limited Limited

FILE REFERENCE: 9798

CONDITIONS OF CONSENT

Duration of Consent: This consent shall expire on 31 December 2030 unless it has lapsed, been surrendered or been cancelled at an earlier date pursuant to the Resource Management Act 1991.

Purpose of Consent: To authorise the taking of groundwater to dewater the Three Kings Quarry on land presently owned by Winstone Aggregates and for municipal supply in accordance with Section 14 of the Resource Management Act 1991.

Works: A 200mm diameter bore (8B), an alternative "North Quarry Bore", and a proposed 250mm diameter bore ("Municipal Supply Bore") located approximately 150m west of Mt. Eden Road, and associated Filter Station.

Site Location: 987-1021 Mt Eden Road, Three Kings

Legal Description of Land Where Water is Taken: Lot 1 DP 37020 (CT 953/21)

Legal Description of Land Where Water is Used: Lot 1 DP 37020 (CT 953/21) and properties supplied through municipal supply.

Territorial Authority: Auckland City Council

Map Reference of Take Point: NZMS 260 R11 669757

Authorised Quantity: The Consent Holder shall ensure that:

- (a) The combined daily abstraction from bores 8B, the alternative "North Quarry Bore", and the "Municipal Supply Bore" shall not exceed 7,750 cubic metres.
- (b) The combined annual abstraction over the period commencing 1 June and ending 31 May of any



year from bores 8B, the alternative "North Quarry Bore", and the "Municipal Supply Bore" shall not exceed 2,737,500 cubic metres.

DEFINITIONS:

Annual Renewal On Demand Bond: means a bond with, in respect of each Bond Period, an initial principal sum of (subject to condition 17(d)(ii)) \$5m that reduces during that Bond Period by the amount of each payment under it.

ARC: _____ means the Auckland Regional Council

"Bond Period" means a period of 12 months, the first period commencing on the date on which the bond is established and each subsequent period commencing on an anniversary of that date.

Cessation of settlement: means that there has been no settlement caused by dewatering under this consent greater than 5mm during any continuous 12 month period at any of the monitoring points required by this Consent.

Emergency Repair Works: means repair works undertaken so as to prevent or mitigate:

- (a) an adverse effect on the environment which requires immediate preventive or remedial measures; or
- (b) any event causing or likely to cause loss of life, injury or serious damage to property.

Manager: means the Manager, Water Resource Allocation, Auckland Regional Council

Dewatering: means the lowering of the water table.

Tonkin and Taylor (2003a): refers to Tonkin and Taylor report "Three Kings Quarry Dewatering, review of settlement predictions" dated February 2003.

Tonkin and Taylor (2003b): refers to Tonkin and Taylor report "Three Kings Quarry Dewatering, Assessment of Supplementary Investigations of April 2003" dated June 2003.

Monitoring and Contingency Plan: refers to the document entitled "Three Kings Quarry Dewatering, Monitoring and Contingency Plan for Ground Settlement" prepared in accordance with Special Condition 14 of this consent.

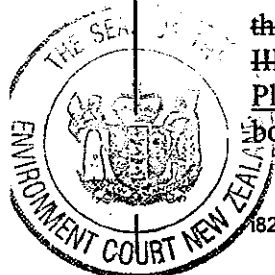
GENERAL CONDITIONS:



1. That the servants or agents of the ARC shall be permitted access to the relevant parts of the property at all reasonable times for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.

SPECIAL CONDITIONS:

1. That the conditions of this consent, (including any specified quantity) may be reviewed by the Manager pursuant to Section 128 of the Resource Management Act 1991, by the giving of notice pursuant to Section 129 of the Act within one month of the fifth anniversary of ~~the commencement of the consent~~ the resolution of all outstanding appeals on this consent, and every 5 years thereafter and subsequently at not less than yearly intervals within one month of the second anniversary of the completion of any drawdown stage authorised under conditions 22, 22A and 22B thereafter for the purpose of dealing with any adverse effect on the environment which may arise from the exercise of this consent and in particular effects on the groundwater resources or ground subsidence caused by the dewatering operations. In addition, the consent may be reviewed at the same intervals if the zone of dewatering is found to be larger than anticipated in supporting documentation.
2. That only one of the bores known as "8B" and "North Quarry Bore" shall be in commission at any one time.
3. That the Consent Holder shall ensure that provision at the top of the bore for water level measurements shall be made and be maintained in accordance with the details outlined in this water permit (see Note 1).
4. That the Consent Holder shall ensure that provision at the top of the bore for water quality sampling shall be made and be maintained in accordance with the details outlined in this water permit (see Note 2).
5. That the Consent Holder shall install, within three months, and maintain on the outlet of the pump a meter which shall measure the total quantity of water being taken. The water meter, its installation and maintenance, shall be in accordance with the details outlined in this water permit (see Note 3).
6. That the Consent Holder shall read the meter required under Condition 5 above, at weekly intervals and keep records of each date and corresponding water meter reading. These records for the preceding quarter shall be submitted to the Manager, by no later than 10 working days after 28 February, 31 May, 31 August and 30 November each year.
7. That the Consent Holder shall monitor the groundwater levels in bores 2A ~~(or an alternative approved by the Manager)~~, 6, 7, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 (including all piezometer levels at each location) as shown ~~new bores located at the intersection of Mt. Eden and Landscape Roads, the intersection of Landscape and St Andrews roads, the intersection of McCullough and Duke Streets and to the south of BH27 in Zone IHB,~~ on the "Borehole Location Plan" attached to the Monitoring and Contingency Plan, at monthly intervals, and keep records of each date, and water level for each bore. These records for the preceding quarter shall be submitted to the Manager, by no



later than 10 working days after 28 February, 31 May, 31 August and 30 November. In the event of any of the monitoring bores being destroyed, or becoming inoperable, the Consent Holder shall substitute that bore with another with the approval of the Manager.

8. That if the Consent Holder gives notice of its intention to drawdown below 34m RL in accordance with the conditions of this consent it shall install 4 new bores generally located at the intersection of Mt. Eden and Landscape Roads, the intersection of Landscape and St Andrews roads, the intersection of McCullough and Duke Streets and to the south of BH27 in Zone IIB. (Zones are depicted on Figure 1 Tonkin and Taylor (2003b)) The exact new bore locations within those general areas will be fixed in consultation with the Manager and monitored in accordance with the provisions of 7 above for not less than 12 months prior to the commencement of drawdown below 34m RL.

9. ~~8.~~ That the Consent Holder shall ensure that a stratigraphic log is recorded for the bore when it is drilled. The stratigraphic log shall include a description of the geological strata encountered with their respective depths. The total depth, the cased depth of the bore, including details of any screens fitted, and the static level of water in the bore shall also be recorded as an appendix to the stratigraphic log.

10. ~~9.~~ That the Consent Holder shall forward to the Manager a copy of the stratigraphic log of the bore and its appendix and the results of any hydraulic or chemical testing carried out for the commissioning of the bore.

11. ~~10.~~ That the consent holder shall ensure that quarry dewatering operations authorised by this permit do not cause structural damage to buildings and services (stormwater, sewage, telephone, power, gas) which have been constructed or installed in accordance with recognised or accepted engineering practices located within the zone of influence of the dewatering wells.

~~11. Make good any damage~~

~~The Consent Holder shall repair, forthwith, at its cost, any damage to buildings and services, caused wholly or in part by the exercising of this consent.~~

12. Ground Settlement Monitoring

The Consent Holder shall establish and maintain the network of ground settlement monitoring points in the area shown on Figure 8 (Drawing no. 18670-02 dated October 2002) of Tonkin and Taylor (2003a), to detect vertical movements. The final location and number of monitoring points shall take into account the geology, accessibility to survey the points and risk of damage from ground settlement. The monitoring points shall be listed in the Monitoring and Contingency Plan. The distance between monitoring points added to the existing network shall be no more than 100m except in Zone IIA where the distance between monitoring points shall be no more than 25m. In zones IIB, IIIA and IIIB the distance between monitoring points shall be no more than 50m. In addition, monitoring points shall be at no greater separation than 25m in zone IIA.



In addition, the consent holder shall establish two transects of monitoring points in Zone IIA at approximately right angles to Hillsborough Road. The location of these monitoring points shall be described in the Monitoring and Contingency Plan.

Further additional monitoring points shall be required and added to provide a spacing of not more than 50m at locations in the monitoring network where observed differential settlements exceed 1:5000, at locations of the observed differential settlement, at a maximum spacing of 50m. If at any location observed differential settlements exceed 1:2000 additional monitoring points shall be added at that location to provide a maximum spacing of 25m.

The Consent Holder shall survey the monitoring points every six months while no dewatering is taking place and every three months during periods of dewatering. In addition, all monitoring points in zone IIA shall be surveyed three monthly. The survey shall be to an accuracy range of $\pm 2\text{mm}$, or as otherwise achieved by best practice precise levelling, which in any given survey means within the range $+/- 2\text{mm}$ between adjacent monitoring points. If any part of the monitoring network becomes inoperative, the Consent Holder shall ensure that it is replaced as soon as practicable. The frequency of monitoring shall increase from six monthly to three monthly in those areas where differential settlement exceeds 1:2000. After dewatering has ceased for not less than 2 years and there has been a cessation of settlement, then ground surface monitoring shall be conducted by annual survey, provided that if dewatering recommences then monitoring shall revert to that set out in condition 12 above. The Monitoring and Contingency Plan shall provide for more frequent monitoring if settlement trigger levels are exceeded. The Consent Holder shall forward all survey data to the Manager and Three Kings United Group Incorporated within 10 working days of the completion of the survey.

13. Ground Settlement Limits

The Consent Holder shall ensure that the exercising of this consent, shall not cause greater than 1:1000 differential settlement between any two ground settlement monitoring points required by this consent (including any additional points detailed in the Monitoring and Contingency Plan). The Consent Holder shall cease taking water if the differential settlement between any two ground settlement points is steeper than 1:1000. The Consent Holder shall not recommence pumping without the permission of the Manager.

14. Monitoring and Contingency Plan

The Consent Holder shall prepare a revised Monitoring and Contingency Plan within three months of the revised conditions commencing (as defined in section 116 of RMA), for dewatering and ground settlement. This plan shall include the requirements of this resource consent, and the following elements:

- Details of how the surveys required by Condition 23 will be undertaken.
- Details of groundwater level monitoring.
- Trigger levels for early warning of excessive ground settlement based on the difference between predicted and actual water level changes.
- Details of ground settlement monitoring to be undertaken.



- Trigger levels (including those in Tables 7 and 8 of Tonkin and Taylor (2003a)) at ground settlement monitoring points at which time contingency measures would be undertaken.
- Details of all contingency measures to be undertaken.
- Details of personnel involved in the project who are identified in the plan as having responsibility for the Monitoring and Contingency Plan.
- Record keeping and reporting requirements of these personnel.
- Details of further reviews of monitoring data, undertaken by the Consent Holder.
- Details of piezometers to measure groundwater drawdowns in the Tauranga Group soils.
- Details of procedures to ensure compliance with conditions 22A, 22B, 22C, and 22D.
- Definition of seasonal variation for groundwater levels.

15. The Consent Holder shall submit the Monitoring and Contingency Plan for the approval of the Manager within three months of the revised conditions commencing (as defined in section 116 of RMA).
16. The Consent Holder shall comply with the Monitoring and Contingency Plan at all times.
17. Bond Conditions
- a) The Consent Holder shall within three months of the revised consent conditions commencing (as defined in section 116 of RMA), enter into and maintain an annual renewable on demand bond (cash or equivalent) (the bond) in the terms set out below acceptable to the Manager.
- b) The bond shall be in favour of the ARC. The bond shall provide for compliance with conditions of this resource consent for taking of groundwater (Permit No 12977). ~~The bond shall on demand for the sum comprise a sum of \$5.0 million~~ The bond shall comprise an initial principal sum of \$5m and on each annual renewal be required to have an initial principal sum of \$5m or such other amount agreed under condition 17(d)(ii) ("Renewal Obligation"). If the Manager deems it necessary, the bond sum shall be inflation adjusted on a two yearly basis. During each Bond Period the principal sum of the bond shall reduce by the amount of each payment made under the bond. During such Bond Period, but without prejudice to the Renewal Obligation, the Consent Holder shall have no obligation to top up the bond for any such drawings. and its term shall be equivalent to the term of the resource consent plus 5 years
~~12 a cessation of settlementm.~~
- c) The bond requirement shall cease if:
- (i) 12 years has elapsed since written notice from the Consent Holder that dewatering has ceased on a permanent basis; and
- (ii) there has been a cessation of settlement since the cessation of dewatering



e)d) The bond shall also provide for:

- (i) ~~Variation of the bond on an annual basis within the term amending the sum of bond in accordance with an inflation index approved by the Manager. Such variation to be prepared by the Council's solicitors~~Security for assuring compliance with groundwater drawdown and ground settlement limits, monitoring programmes, and structural remediation requirements pursuant to this resource consent which shall be provided by surety or other guarantee or other form acceptable to the Manager and the Consent Holder (either such approval not to be unreasonably withheld).
 - (ii) ~~Security for assuring groundwater drawdown and ground settlement limits are met, monitoring programmes, and structural remediation pursuant to this resource consent to be provided in a lump sum by either a cash deposit with the ARC, a Bank Guarantee or other guarantee acceptable to the Council~~Variation of the bond on an annual basis within the term to amend the initial principal sum of the bond by agreement between the Manager and the Consent Holder for the purposes of ensuring that this condition of consent (including the initial principal sum and duration of the bond) is appropriate to the level of risk occasioned by the activities which are the subject of this consent and the matters to be bonded for in this condition.
 - (iii) ~~Such further or other securities from time to time as the ARC thinks fit for any increased sum of the bond~~Its registration (and as to variations) against the title Lot 1 DP 37020 (CT 953/21).
 - (iv) ~~Its registration (and as to variations) against all certificates of title to the land on which the consent is to be exercised~~Subject to any award of costs in any arbitration required under this consent, payment forthwith upon demand of the ARC's reasonable legal costs and disbursements on a solicitor and own client basis in respect of settling the terms and conditions of the bond, its preparation, execution, generation, variation and ultimate release of the bond and any actions or proceedings relating to the bond, provided that the total amount of costs being paid by the consent holder does not exceed the amount of the bond.
 - (v) ~~Payment forthwith upon demand of the ARC's reasonable legal costs and disbursements on a solicitor and own client basis in respect of settling the terms and conditions of the bond, its preparation, execution, generation, enforcement, variation and ultimate release of the bond and any actions or proceedings relating to it or relative to any section of the conditions of consent under Section 128 of the Resource Management Act 1991.~~
- e) Provided that in the event there is any disagreement between the Manager and the Consent Holder in respect of this condition then any such disagreement shall be resolved by a suitably qualified arbitrator in accordance with the Arbitration Act 1996, and having regard to the matters to be agreed pursuant to condition 21B with the arbitrator's decision being binding on all parties.



18. The Consent Holder shall remain liable under the Resource Management Act 1991 for any breach of the conditions of this resource consent which occur before the expiry of this consent and for any adverse effects on the environment not authorised by this or any other consent which become apparent during or after the expiry of the consent and the bond shall provide accordingly.
19. The terms of the bond may be reviewed on the request of the Consent Holder or by the ARC at yearly intervals pursuant to Section 128 of the Resource Management Act 1991 for the purpose of ensuring that this condition of consent (including the sum and duration of the bond) is appropriate to the level of risk occasioned by the activities which are the subject of this consent and the matters to be bonded for in this condition. (Note: The review provided for in this condition shall be in addition to the reviews provided for elsewhere in this consent).
20. The Consent Holder shall not transfer this resource consent to any person pursuant to Sections 136 and 137 of the Resource Management Act 1991 unless prior to the transfer, the transferee enters into and thereafter maintains a cash (or equivalent) bond in favour of the Council in the same terms as provided in Special Condition 17 above.

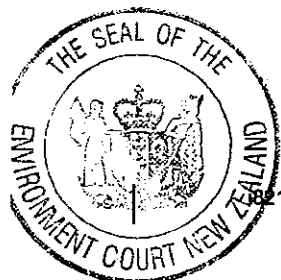
21A. Creation of Assessment Panel

The Consent Holder shall establish, and maintain, for the duration of the consent the Assessment Panel. The Assessment Panel shall comprise 3 appropriately qualified experts to be nominated and appointed by agreement between the Manager and the Consent Holder in consultation with Three Kings United Group Incorporated. Prior to any such appointment, the Manager and the Consent Holder, in consultation with Three Kings United Group Incorporated, shall agree an appropriate scope of works for the Assessment Panel together with a process for the appointment and removal of any members of that panel and a 2 yearly report by the Assessment Panel on the Panel's findings and investigations over the previous 2 years. The sole function of the Assessment Panel shall be to determine any claim that dewatering of the quarry has caused damage to property.

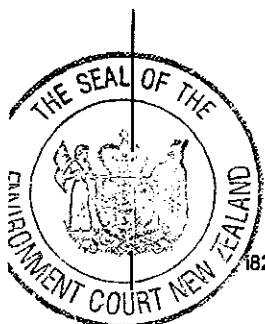
21B. Process of Assessment of Claims

If the Manager is notified of damage which the Manager considers, on reasonable grounds, may be the result of the exercise of this consent, or a result of failing to undertake any work required by this consent, then:

- (a) The Manager (or a suitably qualified nominee) and the Consent Holder (or a suitably qualified nominee) shall undertake a joint inspection of the alleged damage.
- (b) Within 10 working days of that inspection, the Consent Holder shall formally notify the claimant and the Manager that the Consent Holder will repair the damage, or invite the claimant to refer the matter to a member of the Assessment Panel.



- (c) Any such abovementioned invitation from the Consent Holder to the claimant to refer the matter to a member of the Assessment Panel shall include the following information:
- (i) A description of the assessment process that the Consent Holder has established pursuant to this condition of consent and confirmation that the claimant may choose to have any claim of damage heard by a member of the Assessment Panel;
 - (ii) Provide the contact details of the members of the Assessment Panel;
 - (iii) An offer to pay 50% of the costs of any assessment pursuant to this condition carried out by a member of the Assessment Panel, provided that for all claims relating to residential or commercial properties the offer is to pay the costs of the assessment subject to payment by the claimant of \$500, unless in respect of any residential or commercial properties the Manager notifies the Consent Holder in writing that the damage was likely to have been caused by the exercise of this consent in which case the offer shall be to pay the costs of the assessment subject to payment by the claimant of \$50 towards the cost of the assessment. In any case, this offer shall lapse and be of no effect unless the claim of damage is referred to a member of the Assessment Panel together with the required payment by the claimant within 30 working days of the date of the invitation by the Consent Holder to the claimant to refer the claim to a member of the Assessment Panel.
- (d) Within 5 working days of receiving the Assessment Panel Decision, the Consent Holder shall make any payment required pursuant to Condition 21B(c)(iii) above to the member of the Assessment Panel who carried out the assessment. ~~Provided that if~~ the Assessment Panel Decision concludes that the claimed damage was caused by quarry dewatering then the Consent Holder shall forthwith refund any costs the claimant paid to the Assessment Panel for that assessment.
- (e) If the Assessment Panel Decision concludes that the claimed damage was caused by quarry dewatering, then the ARC may draw upon the bond to repair the damage unless:
- (i) the Consent Holder has, within 30 working days of receiving the Assessment Panel Decision, undertaken or taken reasonable steps to commence the repairs, or referred the claim to arbitration in accordance with condition 21B(f) below;-or,
 - (ii) the Consent Holder has, within 30 working days of receiving the Assessment Panel Decision, referred any dispute as to the work required to repair the damage to the assessor who made the Assessment Panel Decision and any such determination shall be final;- or
 - (iii) the Consent Holder and the claimant have reached an agreement in respect of any damage claimed under this section.



-In ~~any~~ either case the ARC shall not draw on the bond until final determination of those processes and, if the claimed damage was caused by the quarry dewatering, after allowing a reasonable time for any necessary repair works to be undertaken.

- (f) If the cost of undertaking the repair works attributable to quarry dewatering in (e) above, are likely to exceed ~~\$20,000-~~ \$30,000, to be inflation adjusted in accordance with the NZ Statistics residential construction Capital Goods Price Index applying as at the date of the Assessment Panel's decision then the Consent Holder may notify the claimant and the ARC that the claim is to be determined by arbitration in accordance with the Arbitration Act 1996 so as to allow a suitably qualified arbitrator to determine whether the claimed damage was caused by the quarry dewatering and to determine the work required to repair the damage. The claimant shall have the right to make submissions to the arbitrator and otherwise participate in the usual manner of a party to arbitration.
- (g) For the purpose of this condition, if the Consent Holder and the claimant are unable to agree on a suitably qualified arbitrator then one shall be appointed by the President of IPENZ.
- (h) The Consent Holder may, instead of undertaking any repair work or completing the assessment process, chose to negotiate with the claimant to pay the cost of those repair works directly to the claimant, or otherwise reach agreement with the claimant in respect of the damage.
- (i) If in the event that a claimant undertakes any emergency repair works that are necessary to repair damage caused by quarry dewatering in advance of the commencement or completion of the assessment process, the Consent Holder nevertheless remains obliged to comply with the terms of this condition where applicable, provided that the Consent Holder will not be liable under this consent to pay any costs of emergency repair works or related works or the reasonable costs of any emergency alternative accommodation and the ARC may not draw on the bond to pay for any such costs, unless and until such time as the assessment processes (including any arbitration under 21B(f)) are properly commenced and completed in accordance with this condition.

22. The Consent Holder shall maintain the groundwater level in the quarry above 34m RL until 31 December 2004 and may lower the groundwater level below 34m RL after that date if the criteria in Condition 22B, Condition 23, Condition 24, Condition 25 and Condition 7(b) are complied with.

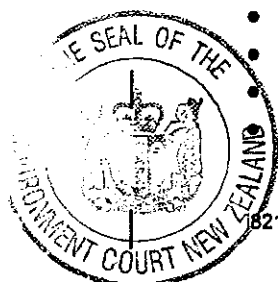
22A. The Consent Holder shall only dewater below 34m RL in a maximum of 5m drawdown steps, as measured in bore 2A, with a period of maintenance pumping (holding water levels in bore 2A above the lower limit of each 5m increment) of at least 2 years at the end of each drawdown step. The Consent Holder shall only continue dewatering (another 5m drawdown step) if the criteria in Conditions 22B, 22C and 22D are met.



- 22B. The Consent Holder may commence drawdown for another 5m step if the Manager confirms in writing that:
- (i) the time since the end of the last 5m drawdown step is at least 2 years; and,
 - (ii) measured settlement, caused by the exercise of this consent, at all settlement monitoring points has ceased for a period of at least 21 years (details of how this will be determined will be contained in the Monitoring and Contingency Plan); and,
 - (iii) ~~the written approval has been obtained from the Manager, that the criteria (i) and (ii) in Condition 22B have been met and the criteria in Condition 22D have not been exceeded.~~
- 22C. The Consent Holder shall cease dewatering if ground settlement, caused by the exercise of this consent, as measured at any settlement monitoring point required by this consent ~~exceeds a rate of~~ 10mm per year and shall not recommence dewatering until the criteria in Condition 22B are met.
- 22D. The Consent Holder shall cease dewatering (halt drawdown in the quarry) if:
- (i) the differential settlement between any two settlement monitoring points required by this consent is steeper than 1:2,000; or
 - (ii) the total settlement at any settlement monitoring point established before 30 September 2002 is greater than 100mm or the total settlement at any monitoring point established after 30 September 2002 is greater than 75mm, where both limits are absolute and will not be further adjusted for any uncertainties including survey measurement errors or seasonal variations; or and,
 - (iii) groundwater drawdown, caused by the exercise of this consent, in excess of the seasonal variation occurs in any one of bores T1, T2, T3, or T4~~37, 38, 39 or 40~~; or
 - (iv) the groundwater level in the quarry is at or below ~~above~~ 0m RL~~;~~
- 23 If the Consent Holder gives notice of its intention to drawdown below 34m RL in accordance with the Conditions of this Consent, ~~The~~ Consent Holder shall consult with the owners of property in zone IIA and subject to the owner's approval, undertake, prior to commencing drawdown~~within three months of the 2003 Review Decision,~~ a detailed condition survey of the buildings in zone IIA to confirm their existing condition (including structural condition) and enable the magnitude of allowable effects from changes in groundwater pressures and ground movements to be accurately determined.

The survey shall include but not necessarily be limited to the following:

- the type and capacity of foundations
- existing levels of aesthetic damage
- existing levels of structural distress
- assessment of structural ductility
- susceptibility to further foundation movements
- assessment of waterproofness of basements



The survey shall be undertaken by an independent experienced engineer approved by the Manager. The Consent Holder shall provide the Council with a certificate, from ~~the Registered a Chartered~~ Engineer who has certified that the survey has been completed in a professional manner and is an accurate assessment of the condition of the buildings concerned within one month of the completion of the survey.

24. If the Consent Holder gives notice of its intention to drawdown below 34m RL in accordance with the Conditions of this Consent, ~~the~~ Consent Holder shall, at the reasonable request of the Manager undertake an additional survey on any building in the dewatering zone for the purpose of checking for damage and for following up on any subsequent report of damage to that building.
25. If the Consent Holder commences drawdown below 34m RL in accordance with the Conditions of this Consent, ~~the~~ Consent Holder shall ensure that the exercise of this consent does not damage any historic buildings protected by the District Plan or the Historic Places Act.
26. The Consent Holder shall be entitled at any time and for whatever reason to apply for a change to any of the conditions of this consent, except for the duration of the consent, (including the removal of any redundant monitoring requirements) and any application shall be processed and assessed in accordance with the Resource Management Act 1991.

NOTES:

1. Adequate provision must be made at the wellhead so that a probe can be lowered vertically into the bore between the riser tube and casing to measure the static water level in the bore. This can be achieved by having an access hole of at least 2 centimetres in diameter at the top of the bore. In order to keep out foreign matter, the hole should be fitted with an easily removed plug. The probe hole shall be maintained to the specific dimensions and in working order at all times.
2. Adequate provision must be made at the wellhead so that a sample of water can be taken from the bore for water quality analysis. This can be achieved by fitting a tap or hand valve as close to the pump outlet as possible and before the water enters any storage tank or filter, and it should have approximately 0.3 metre clearance above ground level or other obstruction to allow a sample bottle to be filled. Provision for sampling shall be maintained to the specific dimensions and in working order at all times.
3. The water meter must be capable of measuring to an accuracy of at least plus or minus 5% and it is to display to at least 1 cubic metre. The meter is to be installed to the manufacturer's specifications and to the satisfaction of the Manager and shall be maintained to the specific requirements and in working condition at all times.

ADVICE NOTES:

The Resource Consent Holder is advised that they will be required to pay to the Council any administrative charge fixed in accordance with Section 36(1) of the

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Resource Management Act 1991, or any additional charge required pursuant to Section 36(3) of the Resource Management Act 1991 in respect of this consent.

2. The Resource Consent Holder is advised that the date of the commencement of this consent will be as determined by Section 116 of the Resource Management Act 1991, unless a later date is stated as a condition of consent. The provisions of Section 116 of the Resource Management Act 1991 are summarised in the covering letter issued with this consent.
3. The Resource Consent Holder is advised that, pursuant to Section 125 of the Resource Management Act 1991, this resource consent lapses on the expiry of two years after the date of commencement of this consent unless the consent is given effect to or other criteria contained within Section 125 are met.
4. The Resource Consent Holder is advised that, pursuant to Section 126 of the Resource Management Act 1991, if this resource consent has been exercised, but is not subsequently exercised for a continuous period of two years, the consent may be cancelled by the Council unless other criteria contained within Section 126 are met.
5. Any changes, that are more than minor, to the Monitoring and Contingency Plan are to be subject to application for change to consent conditions of resource consent in terms of Section 127 of the Resource Management Act 1991.

*

The conditions of this consent have been changed by Auckland Regional Council pursuant to the Resource Management Act 1991. These conditions supersede those of permit number 949798 granted by the Environment Court on 27 March 1997.


~~Ken Becker~~
~~Manager~~
~~Water Resource Allocation~~
~~Auckland Regional Council~~

~~Date:~~



* Consent Order of the Environment Court upon 2 appeals against a decision of the

