

AURORA ENERGY LIMITED
PO Box 5140, Dunedin 9058
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WEB www.auroraenergy.co.nz



13th February 2019

Anne Thomson
Urban Cohousing Otepoti Limited
PO Box 7
103 Mornington
Dunedin 9040

By email only: ucoldunedin@gmail.com

Dear Madam

QUOTATION FOR NETWORK EXTENSION

Developer: Urban Cohousing Otepoti Limited

Project Name: 450 High St & Alva St Co-Housing Development

Capital Funding Request Number: CFR10011

Contracted Assessed Capacity: Three phase 138kVA

Thank you for your recent inquiry in which you requested that Aurora Energy Limited (*Aurora*) carries out an extension to, or modification of, its electricity distribution network (*Network Extension*), in order to provide you with a new or upgraded connection. This quotation documents the terms and conditions on which Aurora agrees to provide the *Network Extension*.

This quotation supersedes any and all offers, written or oral, made prior to the date of this quotation.

If you wish Aurora to proceed with the *Network Extension*, please:

- a) Initial and return each page of this quotation, including the required signature on the "*Network Extension Quotation Acceptance*" form.
- b) Pay Aurora the amount of **\$13,744.88** (this being the *Capital Contribution* deposit which includes GST at 15%). Payment may be made by cheque or by direct deposit quoting CFR 10011 in the reference field. A retrospective tax invoice will be sent to you. Aurora's bank details are:

Westpac Banking Corporation
03 0905 0190005 00

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(Developer)

By accepting this quotation, you are creating a binding contract with Aurora. By accepting this quotation you warrant that you have been advised that you are entitled, and have been given the opportunity, to take independent advice about the terms and conditions contained herein.

1 Quotation

Aurora offers to construct, operate, and maintain the *Network Extension* in accordance with *Good Industry Practice* in order to provide the *Developer*, through use-of-system agreements with electricity retailers, with the *Contracted Assessed Capacity* on a continuous basis, subject to normal equipment reliability and maintenance constraints. The general extent of the work required to provide the *Network Extension* is described in the attached drawing(s).

In consideration for Aurora providing the *Network Extension*, the *Developer* shall:

- Pay Aurora the *Capital Contribution* of **\$45,816.28** (including GST) as follows:
 - (a) the amount of \$13,744.88 (including GST at 15%) upon acceptance of this quotation and before physical works will be authorised by Aurora.
 - (b) the amount of \$32,071.39 (including GST at 15%) before the *Network Extension* will be lived and new connections authorised.
- Provide trenching, at no cost to Aurora, in accordance with Aurora's enclosed Specification for Customer - Supplied Trenching.
- Grant, or procure that the owner of the affected land grants, easements in favour of Aurora over those areas of land upon which all equipment owned and/or to be owned by Aurora in relation to the development is sited, and where such easements can be legally created. The costs of creating easements shall be borne by the *Developer*, including Aurora's reasonable legal costs.
- Maintain the connection at the *Contracted Assessed Capacity* stated in this quotation for a period of not less than ten years from the Date of Connection. If the connection is down-sized or disconnected within that ten year period, the *Developer* acknowledges that an additional *Capital Contribution* may be payable if required by Aurora. Where the *Contracted Assessed Capacity* stated in this quotation is stated on a per lot basis and in excess of 15kVA per lot, the *Developer* further agrees to procure within sale and purchase agreements for those lots that the purchaser and any subsequent purchaser agrees:
 - a) to maintain the connection at the *Contracted Assessed Capacity* stated in this quotation for a period not less than ten years from the *Date of Connection*; and
 - b) if the connection is down-sized or disconnected within that ten year period, then the purchaser or subsequent purchaser as the case may be, shall pay an additional *Capital Contribution* in respect of the down-sized or disconnected lot if required to do so by Aurora.
- Promptly complete all matters required to enable the *Network Extension* to be used. In particular, where this agreement relates to a subdivision, the *Developer* agrees to arrange for survey plans to be deposited without undue delay.

2 Authorised Network Contractor

Upon acceptance of this quotation by the *Developer*, Aurora will procure the construction of the *Network Extension* by an *Authorised Network Contractor*. The *Developer* acknowledges that, in respect of the *Network Extension*, no contractual relationship exists between the *Developer* and the *Authorised Network Contractor*. No instruction issued to the *Authorised Network Contractor* by the *Developer* shall be binding on Aurora.



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3 Lead Time

The *Developer* acknowledges that it may take up to six weeks for Aurora to appoint an *Authorised Network Contractor* to construct the *Network Extension*. This enables Aurora (if it wishes), to tender the construction of the *Network Extension* to several *Authorised Network Contractor's*. In addition to this, from the time the *Authorised Network Contractor* is appointed and authorised to proceed with the work, there may be further delays encountered due to the normal lead-in times required by transformer, switchgear and cable manufacturers if stock equipment cannot be provided.

4 Variations

The *Developer* may request that Aurora varies the *Network Extension* after the date of this quotation, in which case Aurora will assess the variation request and advise the *Developer* in writing of the terms and conditions, including any variation to the *Capital Contribution*, on which the variation may be approved. No variation to the nature or extent of the *Network Extension* from that originally approved by Aurora, or to the terms and conditions of this quotation, will be permitted without the written agreement of Aurora.

5 Livening and Connections

No consumers will be permitted to connect to the *Network Extension* until the *Capital Contribution* has been paid in full and a livening certificate has been issued. Despite anything else in this quotation and where a livening certificate has already been issued, Aurora may de-energise the *Network Extension* from the Aurora electricity distribution network, if all money owing to Aurora in relation to the *Network Extension* has not been received by the 20th day of the month following issue of a correct invoice.

6 Cancellation

If the *Developer*, subsequent to accepting this quotation, wishes to cancel the *Network Extension* then notice of cancellation must be given to Aurora in writing. The *Developer* will be responsible for all costs incurred by Aurora in respect of cancelling the *Network Extension*, less the cost of relocatable equipment and/or materials.

7 General

In the case of non-payment of a correct invoice by the due date, the *Developer* shall be liable for any fees or expenses reasonably incurred by Aurora in collecting or attempting to collect the outstanding amount(s). Interest, being the cost of overdraft facilities to Aurora plus 5%, shall be calculated daily and charged to overdue amounts. All monies owed by the *Developer* to Aurora under this quotation are to be made free of any deduction, withholding, set-off or reduction whatsoever.

Aurora may, in its absolute discretion and at any time after the acceptance of this quotation, require the *Developer* to undergo a credit check. The *Developer* must do all things, and provide Aurora with all information, necessary to complete that credit check.

Nothing in this quotation, and subsequent contract upon acceptance, shall be construed as granting the *Developer* a proprietary interest in the *Network Extension*.



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Aurora has a free complaints resolution process, the details of which are explained on Aurora's website at <http://www.auroraenergy.co.nz/content/electricitycomplaints/>. Utilities Disputes provides a free and independent complaints resolution service (www.utilitiesdisputes.co.nz).

This quotation and the enclosed documents may be signed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same document. A facsimile copy (including scanned and emailed copies) of this quotation and the enclosed documents, showing a representation of execution by any parties shall be deemed an original counterpart.

8 Attachments

The following documents form part of this quotation:

- R24154A1 – High Street 450 Cohousing- Alva Street
- Specification for Customer-Supplied Trenching.

9 Quotation Validity

This quotation remains valid for your acceptance for a period of 90 days from the date stated above.

10 Interpretation

Authorised Network Contractor: means a contractor that is approved, in accordance with Aurora's Contractor Approval and Operational Requirements policy, to work on Aurora's electricity distribution network, and to design and construct additions to the network.

Capital Contribution: is the Developer's contribution toward the capital cost of the Network Extension, calculated in accordance with Aurora's capital contributions policy, available from www.auroraenergy.co.nz.

Contracted Assessed Capacity: means the electrical capacity (also known as apparent power) that the Network Extension has been designed to provide, and upon which Use-of-System Charges are based.

Date of Connection: means the date on which Installation Fittings are first connected to the Network Extension; however, if the Contracted Assessed Capacity is expressed on a per lot basis, each lot shall be deemed to have a separate Date of Connection.

Developer: means the developer stated on page 1 of this quotation.

Good Industry Practice: means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in New Zealand in the same type of undertaking under the same or similar circumstances having regard to common Industry practice in New Zealand at the time, but subject to the terms of this quotation.

GST: means goods and services tax payable under the Goods and Services Tax Act 1985.

Installation Fittings: are assets that will remain in the Developer's ownership, and specifically exclude the Network Extension. Such assets may include street light fittings and the like.

Network Connection Requirements: means Aurora's published requirements that must be complied with on a continuing basis for all Installation Fittings connected to Aurora's electricity distribution network, and which are available from www.auroraenergy.co.nz.



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Network Extension: means an extension to, or modification of, Aurora's electricity distribution network.

Use-of-System Charges: means the line charges for providing an electricity delivery service from Aurora's electricity distribution network, as described in Aurora's use-of-system pricing methodology, available from www.auroraenergy.co.nz.

Yours sincerely



San Ting Gilmartin

Project Manager

Mobile 021 277 7741

Email santing.gilmartin@auroraenergy.co.nz



(Aurora)

(Developer)

NETWORK EXTENSION QUOTATION ACCEPTANCE

Developer: Urban Cohousing Otepoti Limited

Project Name: 450 High St & Alva St Co-Housing Development

Capital Funding Request Number: CFR10011

Contracted Assessed Capacity: Three phase 138kVA

Developer Contact Name: Anne Thomson

Developer Postal Address: PO Box7, 103 Mornington, Dunedin 9040

Developer Email Address: ucoldunedin@gmail.com

Developer Telephone Number: 021 410 420

By accepting the attached Quotation for Network Extension (*Quotation*), you are creating a binding contract with Aurora. By accepting the Quotation you warrant that you have been advised that you are entitled, and have been given the opportunity, to take independent advice about the terms and conditions contained in the Quotation.

Dated: _____

Signed by: _____

ON BEHALF OF THE DEVELOPER

WITNESS SIGNATURE

SIGNATORY NAME

WITNESS NAME

SIGNATORY POSITION

WITNESS OCCUPATION

WITNESS ADDRESS

Note:

All registered proprietors sign; or

If there is more than one registered proprietor, but only one signs then the signatory must stipulate that they are signing as agent for the other registered proprietors; or


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If a company is the Developer, one Director requires a witness. If two or more sign then witness requirements are waived; or

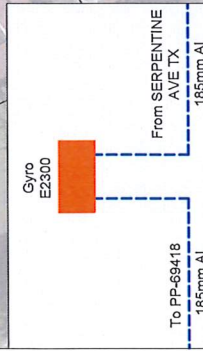
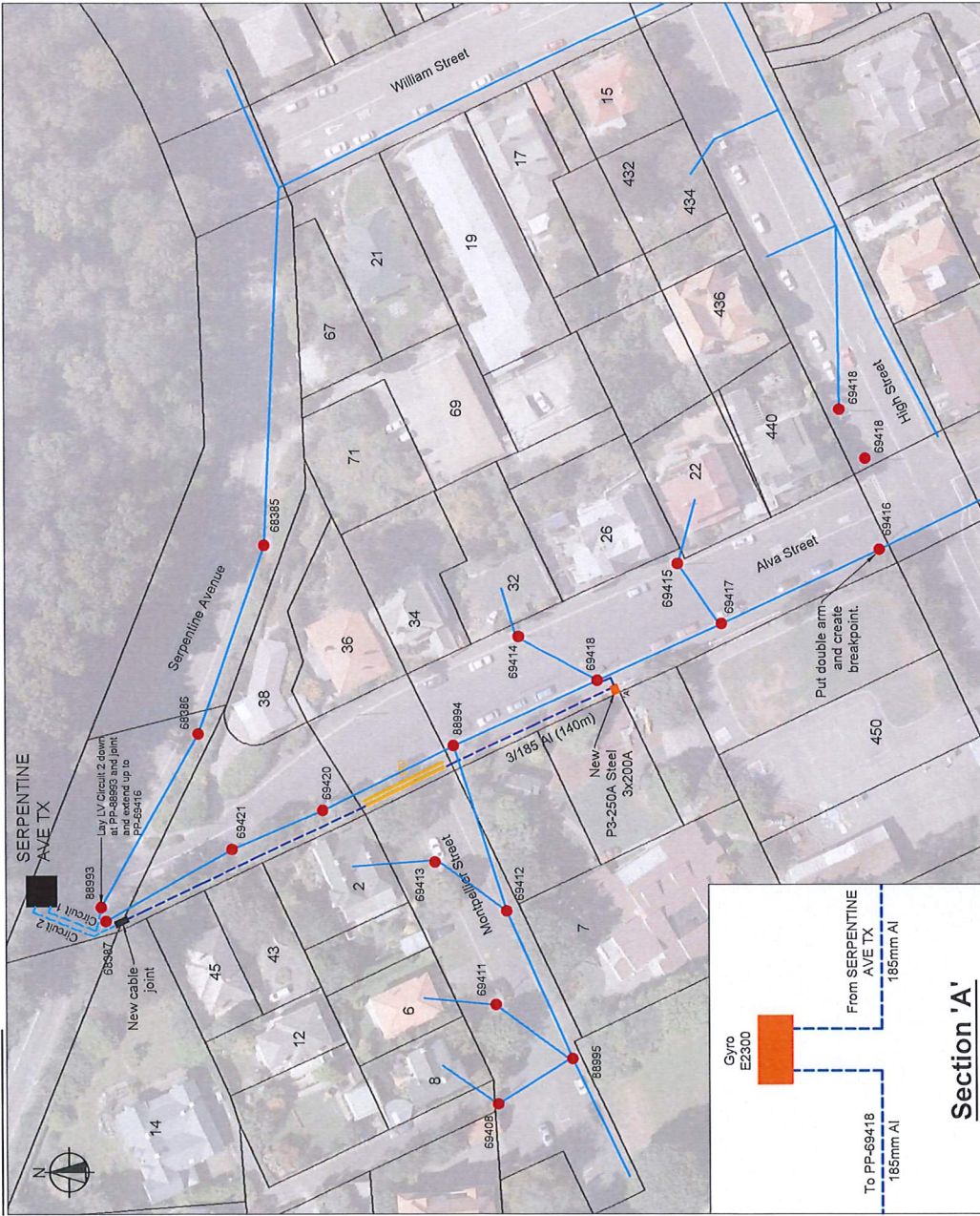
If a party that is not a registered proprietor signs they will be signing as either an authorised signatory or pursuant to a power of attorney – copies of which must be attached.

Evidence of signatory's authority may be required.

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SITE LAYOUT PLAN



Section 'A'

Legend:

- 185mm² Al XLPE LV Cable
- 100mm Øu Cable
- Existing LV LO Cable
- PP-2300 Pillar Box
- Dust (Empty)
- Dust (Occupied)
- LV Branch Joint
- Existing Pole
- Existing Suspension

Works Required

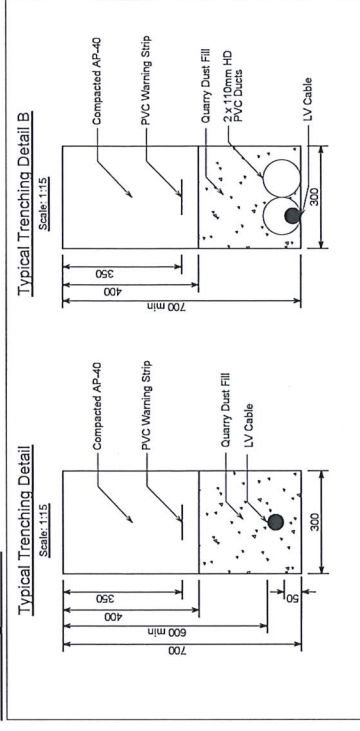
- Install new Gyro 2300 pillar at Alva Street (as shown in the drawing)
- Remove Circuit 2 from PP-88933 and bridge all circuits on PP-88933 to Circuit 1.
- Install cable joint on Circuit 2.
- Run, lay, connect 140m of 3/185mm² Al XLPE LV cable from Circuit 2 end through new FP to PP-69418. See Section 'A' details.
- Put double arm on PP-69416 and create breakpoint. (See PP-69416 detail drawing)

Rev.	Description	Dm	Ckd	Date	References	Bruce Duncan	Job number	024111-1100
C	Fuse Size Change	Vena	BD	15/11/16		027 622 9494	Drawing No.	R241.54A.1
D	Steel Pillar Location Change	Vena	BD	16/06/17		bruce.duncan@auroraenergy.co.nz	CFR	8667
E	Issued For Construction	Vena	BD	07/11/18		Drawn	Vena	10/10/16
F	Change Pillar Box Type To Gyro E2300	Vena	BD	04/12/18		Checked	BD	12/10/16
G	Breakpoint Detail Alteration	Vena	SJ	15/01/19		Approved	SJ	12/10/18
							Scale	1:1000 @ A3
							Sheet	1 of 2

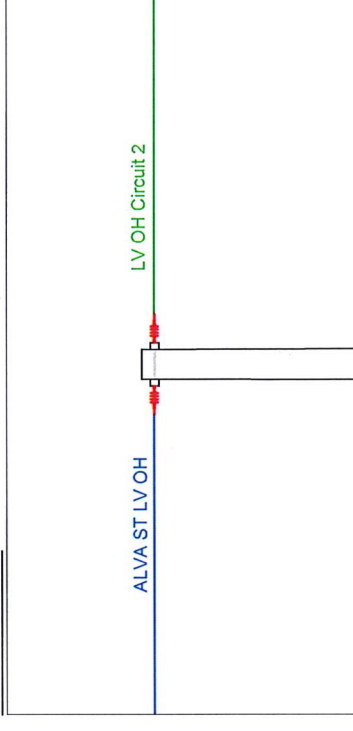
Schedule of Materials

Item	Description	Quantity
1	3/185mm² Al XLPE LV Cable	140m
2	Pillar Box Gyro E2300	1
3	F/Unit Isolator LV Din 2 400 A 1Ph (Stock # 305)	3
4	110mm HD PVC Ducts for Road Crossing (6m Length)	6
5	TransNet LVIN-185-300-NS-4	1
6	Miscellaneous: Earthing, Warning Strip, Blocks	As Req'd

Trenching Details

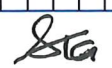


PP-69416 Details



NOT FOR CONSTRUCTION

High Street 450	Rev	G
Cohousing - Alva Street		
New Gyro E2300 Installation		



SPECIFICATION FOR CUSTOMER-SUPPLIED TRENCHING



This specification details the technical requirements for the provision of trenching for electricity distribution installation contracts.

Where the installation contract excludes provision of trenching by Aurora, the customer shall be responsible for engaging, at his/her cost, a trenching contractor to provide all trenching, bedding, backfilling and re-installation for the installation of cabling and electrical fittings. Where necessary, this will include reinstatement of sealed, grassed or landscaped areas, and will include all trenching required outside the specific development area in order to enable the supply to the customer.

Obligations described in this document as the responsibility of the customer's trenching contractor shall, in the context of the relationship with Aurora, be extended to mean the responsibility of the customer, and vice versa.

1 References

The customer's trenching contractor shall allow for complying with all of the following legislation, codes of practice, policies and specifications. These are listed in descending order precedence:

- Electricity Act 1992, and subsequent amendments.
- Electricity (Safety) Regulations 2010, and subsequent amendments.
- AS/NZS 3000:2007, Australian / New Zealand Wiring Rules, and subsequent amendments
- AS/NZS 2648.1:1995 Underground marking tape – Non detectable tape, and subsequent amendments
- AS 4702:2000, Polymeric cable protection covers, and subsequent amendments
- Local Authority Requirements for Road Openings
- This Specification

2 Specification

2.1 Preliminary

Prior to commencing the installation of cable and other electricity distribution equipment, Aurora's installation contractor will satisfy itself that the requirements of this specification have been met. Where some requirements have not been met, Aurora may at its sole discretion, authorise the commencement of installation in areas not affected by those omissions provided that Aurora is satisfied that those omissions will be corrected without delay.

Where the requirements of this specification have not been met, and those omissions are significant, Aurora or its installation contractor will advise the customer of the remedial work required, and will re-programme the installation work. Neither Aurora nor its installation contractor will be liable to the customer for any loss resulting from re-programming the work.

2.2 Service Locations

The customer's trenching contractor is responsible for obtaining all service locations prior to commencing the works. Services that may be encountered include, but are not limited to,


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telecommunications and Local Authority water, gas, storm water, foul sewer and electricity. The cost of repairing damaged services shall be borne by the customer's trenching contractor.

2.3 Trench Dimensions

The dimension of trenches shall be sufficient to allow the installation of cables at the required depth, spacing and separation from other services.

Trenches shall be constructed so that all cables have a minimum cover of 600mm, and a maximum cover of 1,200mm. Where cables cross a roadway, the maximum cover may be increased to 1,500mm. The customer's trenching contractor shall observe the Local Authority requirements for service trenching.

Where a cable changes direction, a transition trench of a minimum radius of 1000mm, or as depicted on the contract drawings, is required. The position of the end of ducts needs to be considered when excavating a transition trench.

Trenches are to be constructed so that they run parallel, or at right angles to the kerb line; i.e., road crossing trenches are to be at right angles to the kerb.

2.4 Offset Trenches

Where a pillar-box, lighting column or a miscellaneous utility private service is to be installed, an offset trench is required to the position of the pillar-box, lighting column or miscellaneous utility service.

Offset trenches shall be constructed at right angles to the main trench.

2.5 Cable Offsets and Spacing

Cable trenches are to be constructed so that the cable can be laid at a minimum offset of 600mm from property boundaries.

Electricity cables are to be spaced 300 mm from other service authorities' parallel plant or greater if required by those service authorities. When crossing other plant electricity cables are to be spaced a minimum of 300 mm from other service authorities' plant, or greater if required by those service authorities. If 300 mm separation is not available a minimum 400 x 200 x 40 mm thick concrete block, or preferably 300mm wide Magslab (not 150mm Magslab x 2) shall be placed between the services. This clause also applies to horizontal separation.

When single core high voltage cables of the same circuit are run in the same trench, they shall be placed as close as possible to each other in trefoil formation. When two 3 core high voltage cables are run parallel in the same trench, they shall be separated by 400mm.

A minimum separation of 300 mm is to be maintained between high voltage and low voltage cables. If 300mm separation cannot be obtained at crossing points, a 400x200x40mm thick concrete block, 300mm wide Magslab, or similar shall be placed between the cables. The minimum separation between low voltage cables shall be 50mm.

No other service utilities' plant may be installed above electricity cables.

Where 400x200x40mm thick concrete blocks are required, these shall be supplied and installed by the customer's trenching contractor.


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2.6 Road and Watercourse Crossings

Cables to be installed under public roads, private roads and access-ways are to be placed in an orange coloured, 100mm diameter, smooth-walled duct, which will be provided by Aurora's installation contractor. At least 50% spare ducting is to be provided at every road crossing when installed by open trench. One cable per duct is permitted except that one streetlight cable (16mm² N/S) may be installed in the same duct as an LV distribution cable. Ducts shall be laid from kerb-to-kerb, complete with end caps and a draw wire installed within the entire length of the duct.

Where road lighting is to be installed in a rural or isolated area where no other electrical reticulation is likely to be installed, then the duct diameter may be reduced to 50mm. Written consent from Aurora is required for this reduction in size. All other requirements above must be met.

Cables are also to be ducted under water races, creeks and other places where cable damage may occur, using an orange coloured, 100mm diameter, smooth-walled duct provided by Aurora's installation contractor. The duct is to be installed at a depth of 1000mm below the bed of the watercourse, and is to be installed by thrust boring wherever possible, rather than by trenching.

All cable ducting installed on Aurora Networks shall be rated Medium Duty (MD) or greater, as defined by and manufactured to AS/NZS 2053.1 & 2.

2.7 Cable Laying

Aurora's installation contractor is responsible for the laying of cables and cable ducts in the trench, other than those ducts that form part of a road crossing or vehicle crossing which are to be laid by the customer's trenching contractor.

Aurora's installation contractor will not commence laying any cable unless boundary pegs are in position, with the finished ground level indicated. Kerb and channelling, if being installed, shall be laid prior to cable installation.

Electricity cables are to be located parallel or at right angles to the road centre line, where possible. Where not achievable due to existing services, the actual route shall be recorded.

2.8 Cable Bedding, Back-fill and Surface Reinstatement

All cable installation shall be in accordance with AS/NZS 3000.

The customer's trenching contractor shall supply and prepare a bed of not less than 50mm of sand or friable soil free of sharp stones, onto which the cables will be laid, and shall supply and cover the cables, once laid, with a further layer of not less than 50mm of the same material. HV backbone feeder cables shall be laid on a bed of not less than 50mm of D7 grade crusher dust and covered by not less than 50mm of the same material.

Where high-voltage cables have been laid, the customer's trenching contractor shall install Magslab directly over the cable. All polymeric cable cover strip (Magslab) must be compliant with AS 4702 and comply with AS/NZS 3000 installation requirements 3.11.4.3; "be placed not more than 75mm above the wiring system; be not less than 150mm wide; and overlap the wiring system by at least 40mm on each side".

All cable installations shall have orange cable marker tape complying with AS/NZS2648.1 and positioned at approximately 50% of their depth of cover, except where cabling is chased in rock, etc., where the marker tape shall be laid directly on top of the cable/ducting prior to the pouring of concrete as prescribed in AS/NZS 3000 clause 3.11.4.5. The warning tape will be provided by Aurora's installation contractor.

The location of all cables shall be marked where they leave the road reserve and cross under fences or other permanently sited objects on private property. This marking shall be achieved by


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(Developer)

using a NZ Safety road marking stake supplied by the customer's trenching contractor, with a standard Aurora buried conductor sticker supplied by Aurora's installation contractor.

The customer's trenching contractor shall allow for compliance with local authorities, road controlling authorities, and the like, for the appropriate back-filling of trenches, including the removal of spoil and supply and compacting of crusher dust and clean fill if that is a requirement of the appropriate authority.

All reinstated surfaces shall be completed to a finish equal to, or better than, the existing surroundings.

2.9 Inspection and Recording of Cables

All cables are to be inspected and recorded by Aurora's inspection and records staff before the trench is backfilled. Recording will be arranged by Aurora's installation contractor; however, at least three clear working days is required prior to inspection and records staff being required on-site. Subsequent approval from Aurora's installation contractor is required before backfilling proceeds.

2.10 Transformer and Switchgear Sites

The customer's trenching contractor shall prepare transformer and switchgear sites, where required. Each site will generally measure up to 2.0 metres by 3.0 metres, with the specific dimensions normally detailed on the contract drawings. The transformer or switchgear site is normally to be excavated to a depth of at least 200mm and levelled with appropriate base-course material to allow for the construction of foundation pads. Additional trenching may be required around sites, to allow for the installation of earthing conductor, as detailed on the drawings.

2.11 Health & Safety

The customer's trenching contractor shall comply with all requirements of the Health and Safety in Employment Act 1992, Health and Safety in Employment Regulations 1995 (and subsequent amendments), and Codes of Practice published by the Department of Labour, or relevant Industry Organisation.

The customer's trenching contractor shall take all practicable steps to ensure that no harm comes to any person during the execution of the works.

The work site is to be kept in a tidy and orderly state at all times.

Open trenches are to have suitable barriers erected to protect personnel and public from inadvertently entering the trench. Barriers shall be as defined in the Transit New Zealand Code of Practice for Temporary Traffic Management.

The contractor is to have an approved Traffic Management Plan (TMP) in place when working in a road reserve, prior to commencing the works. The TMP shall meet the requirements of the Transit New Zealand Code of Practice for Temporary Traffic Management, or the Road Controlling Authorities' Local Roads Supplement to TNZ COPTM.

2.12 Defects Liability

The customer's trenching contractor shall be liable for the full cost of remedying defects in the trenching works for a period of twelve months from the completion of backfilling and reinstatement. Such defects might include, but are not limited to:

- Slumping of trenches and transformer and switchgear pads.
- Improper placement of cable mechanical protection strip or warning tape.


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- Displacement of cables from original positions due to the actions of the trenching contractor.
- Use of unauthorised back-fill materials.
- Inadequate surface reinstatement.
- Incorrect location of trenching in relation to surveyed boundaries.


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