



Our reference
F19/13/03-D21/26182

20 April 2022

Policy & Services Committee

Notice is hereby given that the meeting of the **Policy and Services Committee** will be held in the **Council Chambers, Stratford District Council, 63 Miranda Street, Stratford** on **Tuesday 26 April 2022** beginning at **3.00pm**.

At this stage the meetings will be held in the Council Chambers, however should it be required due to the Covid Protection Framework, the meeting may be moved to an alternative venue or held virtually.

Timetable for 26 April 2022 as follows:

2.45pm	Afternoon tea for Councillors
3.00pm	Policy & Services Committee

Yours faithfully

Sven Hanne
Chief Executive

2022 - Policy & Services - April Open

26 April 2022 03:00 PM - 04:30 PM



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405

AGENDA

Policy and Services Committee



F19/13/05 – D22/8683

Date: Tuesday 26 April 2022 at 3.00 PM

Venue: Council Chambers, 63 Miranda Street, Stratford

The meeting location may change, or will be held via Audio Visual Link, if required due to current COVID-19 Alert Levels or Government Guidelines.

1. Welcome

1.1 Opening Karakia
D21/40748 Page 9

1.2 Health and Safety Message
D21/26210 Page 10

2. Apologies

3. Announcements

4. Declarations of members interest

Elected members to declare any real or perceived conflicts of interest relating to items on this agenda.

5. Attendance Schedule

Attendance schedule for Policy and Services Committee meetings, including Hearings.

6. Confirmation of Minutes

6.1 Policy & Services Committee – 22 March 2022
D22/10214 (PE) D22/11489 (Open) Page 11

Recommendation

THAT the minutes of the Policy and Services Committee Meeting held on Tuesday 22 March 2022 be confirmed as a true and accurate record.

/
Moved/Seconded

7. Matters Outstanding

D16/47 Page 21

Recommendation

THAT the Matters Outstanding be received.

/
Moved/Seconded

8. Information Report – Economic Development Quarterly Report – Quarter Three
D22/10605 Page 22

Recommendation

THAT the report be received.

/
Moved/Seconded

9. Decision Report – Proposed Change to the Speed Limit for Opunake Road
D22/12876 Page 57

Recommendations

1. THAT the report be received.
2. THAT in accordance the Stratford District Council Speed Limits Bylaw 2020, clause 8, the committee approves the recommendation to change the speed limit along Opunake Road from 100km/h to 80km/h.
3. THAT the extent of the speed limit from RP0.0 (Elizabeth Grove) to RP16.75 (District Boundary).
4. THAT the 80km/h speed limit will take effect from 1 June 2022.

Recommended Reason

The Government Policy Statement for Land Transport 2021/22-2030/31 has a strategic priority relating to road safety including a desire to reduce the death and serious injury crashes by 40 percent by the year 2030. This “Road to Zero” vision is one of the primary focuses of the current Government and thus encouraging all local authorities and agencies to play their part in achieving this goal. Opunake Road has been identified as one of our highest risk roads within the Stratford District.

/
Moved/Seconded

10. [Decision Report –Regional Waste Disposal – Review of Central Landfill Feasibility](#)
D22/12374 Page 171

Recommendations

1. THAT the report be received.
2. THAT Council note the results of the preliminary feasibility review and updated sensitivity analysis, which indicates Bonny Glen Landfill as the most cost-effective option.
3. THAT Council note the endorsement of the recommendation by the Central Landfill Joint Committee
4. THAT Council approve the continued disposal of waste to Bonny Glen Landfill under the existing 35-year contract with Midwest Disposal Ltd, noting that there will be 5 yearly rights of renewals throughout the contract term.
5. THAT Council authorise the Administering Authority to review the Central Landfill Joint Agreement and update the Regional Waste Management Agreement to reflect decisions by the three councils on this matter, and outline the process that will be followed should the decision on regional waste disposal options change during the contract term.
6. THAT Council note that should the Central Landfill Joint Agreement need to be terminated; this requires further approval by all three Councils.

Recommended Reason

The preliminary review of the central landfill feasibility report indicates the continued disposal to Bonny Glen as the most effective option for all 3 Councils. This decision has been endorsed in August 2021 by the Central Landfill Joint Committee. Other recommendations sought are supplementary and worth noting for future decision-making purposes.

/
Moved/Seconded

11. [Monthly Reports](#)

11.1 Assets Report
D22/11370 Page 333

Recommendation

THAT the report be received.

/
Moved/Seconded

11.2 Community Services Report
D22/10480 Page 370

Recommendation

THAT the report be received.

/
Moved/Seconded

11.3 Environmental Services Report
D22/10689 Page 379

Recommendation

THAT the report be received.

/
Moved/Seconded

11.4 Corporate Services Report
D22/12874 Page 386

Recommendations

1. THAT the report be received.
2. THAT the Committee acknowledges that the Investment with Counterparty limit breach has been authorised by the Chair of the Audit and Risk Committee, and the Chief Executive or Mayor, in accordance with the Treasury Management Policy.

/
Moved/Seconded

12. Questions

13. Closing Karakia
D21/40748 Page 405



Our reference
F19/13/03-D21/40748

Karakia

Kia uruuru mai
Ā hauora
Ā haukaha
Ā haumāia
Ki runga, Ki raro
Ki roto, Ki waho
Rire rire hau Paimārire

I draw in (to my being)
The reviving essence
The strengthening essence
The essence of courage
Above, Below
Within, Around
Let there be peace.



Our reference
F19/13/03-D21/26210

Health and Safety Message

In the event of an emergency, please follow the instructions of Council Staff.

Please exit through main entrance.

Once you reach the footpath outside please turn left and walk towards the War Memorial Centre congregating on the lawn outside the Council Building.

Staff will guide you to an alternative route if necessary.

If there is an earthquake – drop, cover and hold where possible. Stay indoors until the shaking stops and you are sure it is safe to exit or remain where you are until further instruction is given.

Under the current Pandemic setting visitor access beyond the customer service centre is restricted. Mask wearing is mandatory in all public areas as well as any areas where social distancing cannot be consistently achieved, such as corridors, staff rooms and bathrooms.

We recommend mask wearing for the duration of meetings unless social distancing of a minimum of 1 metre can be consistently achieved.

5. Attendance schedule for 2022 Policy & Services Committee meetings (including Hearings).

Date	25/01/22	22/02/22	22/03/22	26/04/22	17/05/22	24/05/22	28/06/22	26/07/22	23/08/22	27/09/22
Meeting	PS	PS	PS	PS	H	PS	PS	PS	PS	PS
Neil Volzke	✓	✓	✓							
Grant Boyde	✓	AV	✓							
Rick Coplestone	✓	✓	AV							
Peter Dalziel	✓	AV	AV							
Jono Erwood	✓	A	AV							
Amanda Harris	✓	✓	AV							
Alan Jamieson	✓	✓	✓							
Vaughan Jones	✓	✓	AV							
Min McKay	A	A	AV							
John Sandford	✓	✓	✓							
Gloria Webby	✓	✓	AV							

Key	
PS	Policy & Services Committee Meeting
H	Hearing (heard by Policy & Services Committee)
✓	Attended
A	Apology/Leave of Absence
AB	Absent
S	Sick
AV	Meeting held, or attended by, by Audio Visual Link

MINUTES

Policy and Services Committee



F19/03/05 – D22/11489

Date: Tuesday 22 March 2022 at 3.00pm
Venue: Council Chambers, 63 Miranda Street, Stratford

Present

The Deputy Mayor A L Jamieson (the Chairman), the District Mayor N C Volzke, Councillors G W Boyde, and W J Sandford.

Via audio visual link: Councillors P S Dalziel, R W Coplestone, A K Harris, J M S Erwood, V R Jones, M McKay and G M Webby

In attendance

The Chief Executive – Mr S Hanne, the Director – Environmental Services – Mr B Sutherland, the Committee Advisor and Executive Assistant – Mrs E Bishop, the Communications Manager – Ms G Gibson, the Roding Asset Manager – Mr S Bowden (*part meeting*), the Revenue Manager – Mrs J Erwood (*part meeting*), the Property Officer – Mrs S Flight (*part meeting*) and one member of the media (Stratford Press (*part meeting*))

Via audio visual link: the Director – Community Services – Ms K Whareaitu, the Director – Corporate Services – Mrs T Radich, the Director – Assets – Mrs V Araba, the Services Asset Manager – Mr J Cooper (*part meeting*), the Asset Management Coordinator/Waste Minimisation Officer – Mrs L Campbell (*part meeting*), the Parks and Reserves Officer – Mrs M McBain (*part meeting*), and one member of the media (Taranaki Daily News (*part meeting*))

1. Welcome

The meeting was opened with a karakia.

The Deputy Mayor welcomed the Chief Executive, Councillors, staff, and the media.

The Deputy Mayor reiterated the health and safety message and emergency procedures.

2. Apologies

No apologies were received.

3. Announcements

The Chief Executive announced that item 13 – Public Excluded Item was being withdrawn from the agenda due to a procedural matter. The Chairman had been advised of this decision as per standing order 9.9. This will be brought back in two separate reports at the Ordinary Meeting of Council.

The District Mayor requested Councillors remain behind following the conclusion of this meeting to discuss the Chief Executive appointment process.

4. Declarations of Members Interest

The Deputy Mayor requested Councillors to declare any real or perceived conflicts of interest relating to items on this agenda. There were no conflicts of interest.

5. Attendance Schedule

The Attendance Schedule for Policy and Services Committee meetings was attached.

6. Confirmation of minutes

6.1 Policy & Services Committee – 22 February 2022
D22/6793 (PE) D22/7058 (Open) Page 12

Recommendation

THAT the minutes of the Policy and Services Committee Meeting held on Tuesday 22 February 2022 be confirmed as a true and accurate record.

BOYDE/COPLESTONE
Carried
P&S/22/33

7. Matters Outstanding
D16/47 Page 23

Recommendation

THAT the Matters Outstanding be received.

McKAY/VOLZKE
Carried
P&S/22/34

8. Decision Report – Delegation under Building Act 2004
D22/8224 Page 24

Recommendations

1. THAT the report be received.

SANDFORD/BOYDE
Carried
P&S/22/35

2. THAT the authority to grant minor variations to building consents under Section 45A(3) of the Building Act 2004 be delegated to the Chief Executive.

BOYDE/VOLZKE
Carried
P&S/22/36

Recommended Reason

The delegation is necessary to satisfy a non-compliance identified through an IANZ audit of the Council's Building Consent Authority and to provide an efficient building control service to the community.

The Director – Environmental Services noted the following points:

- This request relates to a matter raised by IANZ, during the audit in December 2021, as a delegation they recommended was required to perform council's duties in building control. They have since clarified this matter further with legal advice to support this request.
- The delegation would be given to the Chief Executive and covers making minor variations to building consents. It is likely the Chief Executive would sub-delegate this to officers.

9. Decision Report – Amendments to Rate Remission Policy
D22/8685 Page 29

<p>Recommendations</p>	
<p>1. <u>THAT</u> the report be received.</p>	<p>HARRIS/JONES Carried <u>P&S/22/37</u></p>
<p>2. <u>THAT</u> the Rates Remission Policy be amended to include the following:</p> <ul style="list-style-type: none"> • A change to the Remission on Rates Penalties; • A new Rates Remission Policy for Uniform Annual Charges on non-contiguous rural and commercial properties owned by the same owner and used for a single purpose. • A new Rates Remission Policy for the 50% water or 50% wastewater charges where the service does not go past their property, but is within the distance requirements to be serviceable. • A new Remission Policy for Community, Sporting and other Organisations for the 50% water or 50% wastewater charge. • A new Remission Policy for the Roading Targeted Rate. 	<p>BOYDE/HARRIS Carried <u>P&S/22/38</u></p>
<p>3. <u>THAT</u> the changes to the rates Remission Policy be approved to be released for public consultation as required under Section 102 of the Local Government Act 2002, giving effect to Section 82 of the Local Government Act 2002.</p>	<p>JAMIESON/VOLZKE Carried <u>P&S/22/39</u></p>
<p>Recommended Reason</p> <p>Staff have had feedback that could be addressed within this policy if desired by council. The Rates Remission Policy must go out for public consultation before any amendments can be adopted, as required by legislation.</p>	

The Revenue Manager noted the following points:

- The Rates Remission Policy was last reviewed in July 2020 but due to some changes in the rates an updated review was required.
- The changes include: clarification on the remission on penalties due to Covid-19, a remission for non-contiguous properties, a remission for the 50% water and waste water charge where the service does not go past the property, a remission for the 50% water and waste water charge for community and sporting organisations and a remission for the new roading targeted rate.

Questions/Points of Clarification:

- A change to the Remission on Rates Penalties;
 - This is a change in the wording to clarify if a person was unable to come in to pay their rates (e.g. an elderly person who does not internet bank) due to Covid-19 then they were covered by this policy.
 - The District Mayor felt the wording needed to be changed. Council should support a remission due to hardship and compassionate grounds and noted the wording “unable to attend to payments” insinuated that the person was able to pay their rates but were physically unable to do so at this time. He also questioned if the wording “outside of the ratepayers control” meant if they were made redundant would that be considered? Mrs Erwood clarified that this section referred to someone who, for example, had been hospitalised and was unable to come into the building and had no other ways to make the payment.

- It was clarified that these remissions are assessed on a case by case basis.
- It was clarified that this section referred to the penalty component and not the rates payment and a person not meeting council's timelines. It was targeted towards a person not being physically able to come into the building to make the payment.
- The Director – Corporate Services would amend the policy to ensure it was clear that this specific remission does not cover financial hardship.
- The District Mayor noted there was no reference to the inability to attend on page 44, under item 13.

The Services Asset Manager joined the meeting at 3.16pm.

- A new Rates Remission Policy for Uniform Annual Charges on non-contiguous rural properties owned by the same owner and used for a single purpose.
 - The District Mayor noted this issue had been discussed a number of times and he supported the remission as presented, however he questioned the criteria for a commercial property running a business as a single unit over two properties and felt this remission should be applied to those property owners as well. It was clarified that this would be for "non improved" properties only.
 - Councillor Harris supported an amendment to include commercial properties in this remission as it was a fair spread over all ratepayers which was the initial aim of the request. She noted that these were assessed on a case by case basis by officers so it would be fair to offer this remission to all.
 - Councillor Sandford noted he did not support this addition to the remission. In the sample rates commercial property owners are paying less rates than any other properties. This issue was not raised by commercial land owners it was raised by rural residents. It was clarified that commercial property owners pay the same rates as rural property owners but the difference is the property values.
 - It was agreed to add commercial properties to this remission.
- A new Rates Remission Policy for the 50% water or 50% wastewater charges where the service does not go past their property, but is within the distance requirements to be serviceable.
 - It was clarified that this remission had been recommended due to one property in Midhurst which was attracting this charge and is not able to connect to the water even though the property falls within the distance set by council in the rates resolution.
 - It was clarified that this was a remission for the full 50% charge for water and waste water.
 - The District Mayor noted his concern around the wording "*past your gate*" and felt it was loose terminology that could be replaced with "*to your boundary*". This would be amended.
- A new Remission Policy for Community, Sporting and other Organisations for the 50% water or 50% wastewater charge.
 - This remission was also because of a Midhurst property which was an organisation now receiving the 50% water and waste water charge who do not have the funding to cover rates. This organisation has been unrateable under the Act in the past and were incurring this charge.
- A new Remission Policy for the Rooding Targeted Rate.
 - This remission has been deliberately presented after the Draft Annual Plan was adopted which included the Rooding Rate Deferential. If that goes ahead in the final adoption of the Annual Plan then officers would like to look at a remission for properties that can demonstrate they will not use council roads and that the boundary allows direct access onto state highway. She noted there may be other issues raised during both the consultation of the Annual Plan and the Rates Remission policy that will also need to be considered.
 - Councillor Boyde supported the remission but he noted his issue with the objectives was the damage to rural road, property owners may be able to demonstrate a direct access to state highway but the trucking companies will still use Beaconsfield Road. If they can demonstrate they are staying on state highway then that is fine but it won't fix the trucks changing the direction they go in after leaving the property.
 - The District Mayor supported Councillor Boyde's concerns. He had thought that council would name the roads that this targeted rate would be spent on but acknowledged it would largely be spent on metal roads and dedicated forestry roads. Operators would still use Beaconsfield and Monmouth Roads and therefore he questioned if this remission was workable as there would be no way to police this.

- The District Mayor also noted the Te Wera forestry, the district's biggest forest, would clearly be able to demonstrate a large part of their operation is accessible from the state highway, which would then increase the cost for other forestry rate payers significantly as council would need to recoup that remission. He felt this remission should be withdrawn.
 - Councillor Erwood noted there was a loophole where these properties could demonstrate direct access but then there was nothing to stop them using council roads. He felt it should be worded to ensure that the identified access was used and how much would be taken out through it. He felt the applicant should be required to demonstrate that they can harvest without the use of Stratford roads full stop.
 - Councillor Sandford noted there were not the people to police this with Beaconsfield Road being a prime example. Without the ability to control this it shouldn't be in the policy.
 - It was clarified that this policy would go out for consultation and close after the Annual Plan hearing, therefore any issue raised during the Annual Plan process could be considered when deliberating this policy on 24 May 2022. The Chief Executive noted that submissions considered during the Annual Plan hearing could be considered towards this policy also.
 - The remission was removed from the draft policy.
- It was requested that on page 40, the *Sale of Liquor Act* be updated to be the *Sale and Supply of Alcohol Act 2012*.

The Revenue Manager left the meeting at 3.38pm.

10. Monthly Reports

10.1 Assets Report D22/7007 Page 47

Recommendation

THAT the report be received.

ERWOOD/COPLESTONE
Carried
P&S/22/40

The Director – Assets noted the following points:

- There have been a number of complaints around Monmouth Road and the time that is taking. Officers have been assured that this work has been sped up.
- The second trunk main project is going as planned but will be discussed in a subsequent agenda item.
- There has been an early increase in milk production from last season at the farm.
- There has been a lot of damage to council property over the past few months and is not stopping. Fixing this is costing the rate payers money and there will be further communication on this to the public.

Questions/Points of Clarification:

- It was clarified that the increase in milk production was an increase from February last year. Milk production for the full season (to date) is just ahead.
- It was clarified that officers are looking at installing more cameras to help combat the vandalism at the bike park and the Centennial Rest Rooms.
- It was clarified that a number of factors resulted in storm water getting into the waste water system. The first is the ageing infrastructure as the pipes underground age they develop cracks and the joints become less sealed so slowly the ground water is making it into the pipe network. There are also some historic connections that may not have been sealed. The one factor that is more known is house connections which have cross connections channelled from the roof into their gully trap and this is much easier to spot and rectify and inspections are done every two years. Council re-lines a percentage of all wastewater pipes annually to address infiltration.

- Councillor Dalziel noted that the bike park was a great project and noted he had even had a go on the pump track himself. The Chief Executive thanked Councillor Dalziel for being one of the main drivers to expanding the scope of this project initially.
- Councillor Sandford noted that previous acts of vandalism and damage had resulted in an apology being made to council and asked who these offenders were apologising to and if there was any form on compensation? Councillor Erwood noted that Police were dealing with mainly juvenile offenders and an apology being made to the Mayor was good and the young man in question is now working part time for a local business.

The Parks and Reserves Officer left the meeting at 3.48pm.

10.2 Community Services Report
D22/6958 Page 87

Recommendation

THAT the report be received.

BOYDE/HARRIS
Carried
P&S/22/41

The Director – Community Services noted the following points:

- Engagement for the Community, Economic and Youth Strategies and the Town Centre plans for Stratford and Whangamomona was carried out during February. Officers are waiting for these initial reports which should be within the next month.
- The Youth Council was sworn in with the elections of officers to be held next month and their AGM.
- The pool passed its annual Pool Safe Audit and the iSITE was assessed and maintained its Qualmark status.
- The team is monitoring government announcements in terms of events and are delivering where it is practical to do so.

Questions/Points of Clarification:

- It was noted the Stratford Business Association had rebooked for the workshop with council on 10 May.

10.3 Environmental Services Report
D22/6968 Page 98

Recommendation

THAT the report be received.

ERWOOD/COPLESTONE
Carried
P&S/22/42

The Director – Environmental Services noted the following points:

- February held a similar pattern to the preceding months.
- The impact of material shortages impacts on building inspections is continuing.
- Two of the IANZ non compliances were cleared last week and a third one provisionally cleared. There is evidence being gathered to be submitted for the remaining four this week.

Questions/Points of Clarification:

- It was noted that in regards to the Earthquake Prone Buildings, council had needed to identify priority buildings with the next step advising those building owners of this, they then had time to get an engineer to assess the building which is done at their own expense.

The Property Officer left the meeting at 3.54pm

10.4 Corporate Services Report
D22/8674 Page 106

Recommendations

1. THAT the report be received.

HARRIS/DALZIEL
Carried
P&S/22/43

2. THAT the Committee acknowledges that the Investment with Counterparty limit breach has been authorised by the Chair of the Audit and Risk Committee, and the Mayor, in accordance with the Treasury Management Policy.

BOYDE/DALZIEL
Carried
P&S/22/44

The Director – Corporate Services noted the following points:

- Revenue is slightly over.
- Expenditure is over budget for the year to date.
- Council is still tracking towards the spend of \$25 million in terms of capital expenditure this year, which is one of the highest budgets this council has had. \$14 million has been spent so far with a few invoices still coming in which was highlighted in the cashflow forecast.
- Officers are looking at borrowing \$12 million in April to lock in some longer term interest rates and some shorter terms. This pre-funding is to lock in some lower interest rates while we can and have the liquidity of funding available over the next 6-12 months.
- The breach of the Treasury Management Policy for the investment covenant (\$6 million with Westpac) was approved by the Chair of the Audit and Risk Committee and the District Mayor in accordance with the policy.

Questions/Points of Clarification:

- Councillor Dalziel supported the intention to borrow more now to lock in more favourable interest rates. This was endorsed by the District Mayor.
- Councillor Dalziel requested that gross borrowings and investment split be added as separate lines in the cashflow forecast table.
- The District Mayor noted that the capital expenditure graph, on page 107, showed a very significant programme of \$28 million and that if council achieves the \$25 million projected then it has done really well as a number of other councils are stating they will get nowhere near their capital expenditure budget. This is very commendable for a small council.

11. Questions

There were no questions.

12. Resolution to Exclude the Public

RECOMMENDATION

THAT the public be excluded from the following parts of the proceedings of this meeting, namely:

Agenda Item No: ~~13~~ and 14

The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

General subject of each matter to be considered	Reason for passing this resolution to each matter	Grounds under section 48(1) for the passing of this resolution
Lease agreement	The withholding of the information is necessary for commercial sensitivity	The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. Section 7(2)(b)(ii) of the Local Government Official Information and Meetings Act 1987.
Additional Funding Request	The withholding of the information is necessary for commercial sensitivity	The withholding of the information is necessary to protect information where the making available of the information would be likely unreasonably to prejudice the commercial position of the person who supplied or who is the subject of the information. Section 7(2)(b)(ii) of the Local Government Official Information and Meetings Act 1987.

ERWOOD/HARRIS
Carried
P&S/22/45

The Roding Asset Manager, the Asset Management Coordinator/Waste Minimisation Officer and the media left the meeting at 4.00pm

~~13. Public Excluded Item — Withdrawn~~

14. Public Excluded Item – Decision Report – Request for Additional Funding for the 2nd Trunk Main Construction
D22/8257 Page 136

Recommendations

1. THAT the report be received.

WEBBY/HARRIS
Carried
P&S/22/46

2. THAT the Council approves the additional funding by loan, of up to \$640,000 to allow the completion of the final stage of the 2nd Trunk Main construction

JAMIESON/BOYDE
Carried
P&S/22/47

3. THAT the recommendations in relation to the decision *for the request for additional funding for the 2nd Trunk Main* be released from the public excluded section in accordance with Standing Order 18.5.

BOYDE/SANDFORD
Carried
P&S/22/48

Recommended Reason

Due to external factors, the original budget set in the Long Term Plan (LTP) is likely to be exceeded. Market indication is that any delay to the project will result in even higher future completion cost. The recommendation is to continue with the project to be completed within the agreed timeframes.

Recommendation

- THAT the open meeting resume.

COPLESTONE/HARRIS
Carried
P&S/22/49

15. Closing Karakia
D21/40748 Page 174

The meeting was closed with a karakia.

The meeting closed at 4.22pm

A L Jamieson
Chairman

Confirmed this 26th day of April 2022.

N C Volzke
District Mayor

Policy and Services Committee Matters Outstanding Index

ITEM OF MATTER	MEETING RAISED	RESPONSIBILITY	CURRENT PROGRESS	EXPECTED RESPONSE
Street Numbering - Pembroke Road - Ariel Street (raised 26 May 2020)		Blair Sutherland	On-going	- Update in Environmental Services Monthly Report - item 11.3
Rates Remission Policy – rural non-contiguous properties (UAGC charge)	Policy & Services – 18 May 2021	Tiffany Radich	On-going	Report – Item 9 – Amendments to Rate Remission Policy
Parking from Brecon Road – King Edward Park (Stratford Primary School)	Policy & Services – 25 May 2021	Steve Bowden	On-going	Workshop held 8 March. Update in Monthly Report item 11.1
Future use of Page Street Swimming Pool Facility		Sven Hanne		
Disposal List – Property	Ordinary – 12 April	Victoria Araba		A report will be brought to Council

QUARTERLY REPORT



F19/13/04-D22/1218

To: Policy & Services Committee
From: Community Development Manager
Date: 26 April 2022
Subject: Economic Development Quarterly Report – Quarter Three

Recommendation

THAT the report be received.

_____/_____
 Moved/Seconded

1. Executive Summary

This report provides a combined summary of Economic Development activity over the past quarter in the Stratford District, a report on projects, and the quarterly Venture Taranaki report.

2. Venture Taranaki

The quarterly report from Venture Taranaki is attached as **Appendix 1**.

Key Highlights:

5	306	5
Referrals and connections between Stratford District people and enterprises.	Client support engagements with Stratford District people and enterprises.	Startup clients met in Stratford (YTD).

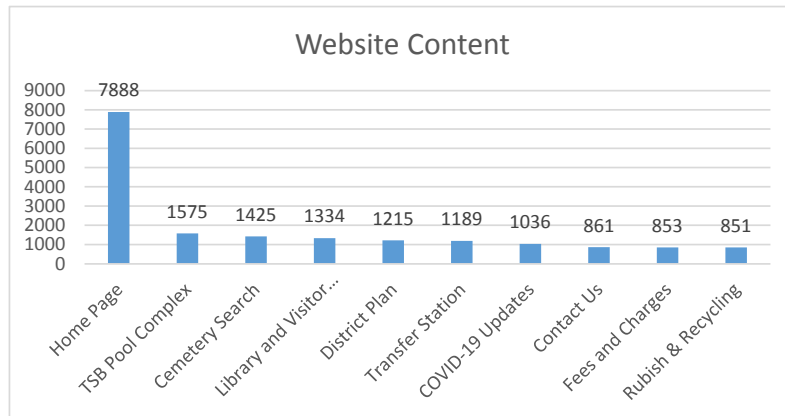
126	\$ 2,000
New jobs listed (YTD).	Capability Development Vouchers distributed to Stratford enterprises.

3. Local Tourism and Promotion

3.1 Website Engagement

Website visits	Q3	YTD 2021/2022
New visitor	12,886	35,755
Returning visitor	3,454	8,186

Alongside the website content, articles were also regularly published through social media channels and print media.



3.2 Stratford Visitor Information Centre i-SITE

Performance Measures

	Target	2021/22 YTD
Number of users of AA Agency Service is measured	>10,000	5,854
Percentage customers are satisfied with the Information Centre	>80%	
Number of items (including digital) issued annually	>40,000	38,975
% of library users satisfied with library services	>80%	
Number of people participating in library events and programmes	>1,200	1,197

3.3 Events

Quarter three events:

Completed:

- Prospero Market: February and March. The February market was the first one back in a few months and the largest with 30 registered stall holders

Coming up:

- Prospero market: 30 April, 28 May, 25 June
- Puanga celebrations: 21 – 29 June

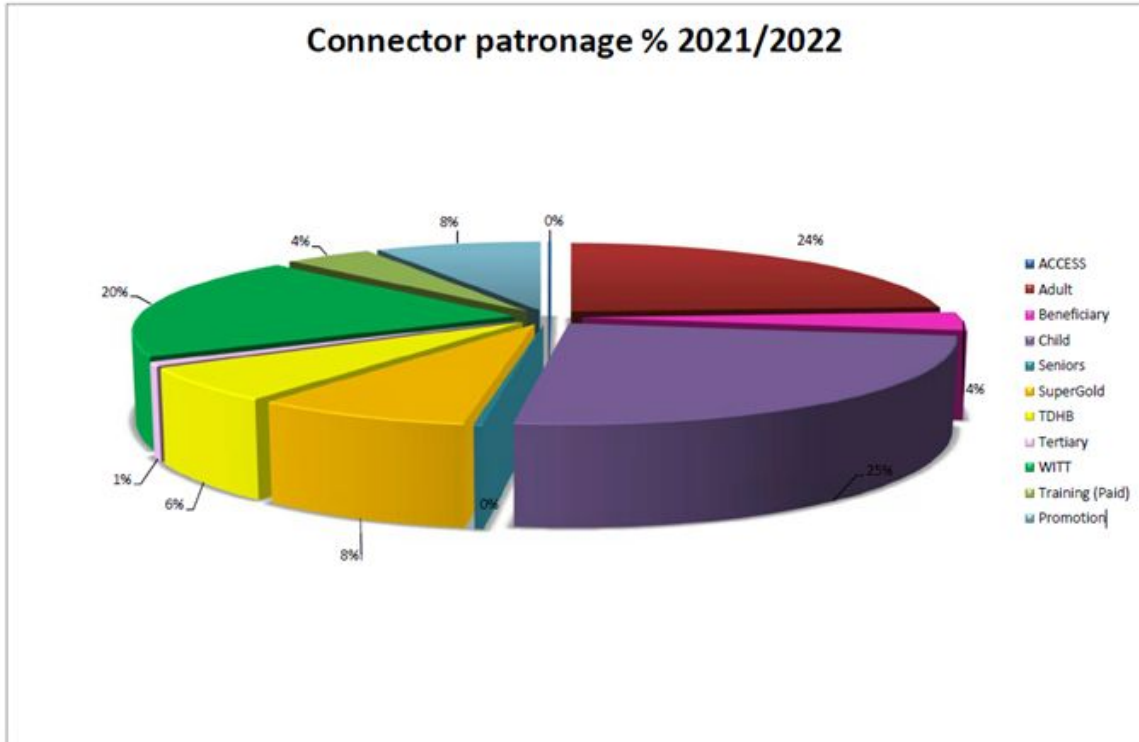
Cancelled or postponed due to Covid-19:

- Summer Nights movies: Saturday 29 January
- Summer Nights concert: Saturday 19 February
- AmeriCARna – Stratford Stop Off

4. Development

4.1 The Connector Bus

Due to a change in reporting systems, updated data by destination is currently unavailable.



4.2 Unoccupied Shops



The above table provides data on unoccupied buildings along Broadway (between the round-a-bouts) for quarter three, 2021/22 year. Changes include the closing of Perera's

Paper Power (North West) and a new lease of what used to be the Well Café (North East).

4.3 2035 Projects

Below is an update on the progress of the key projects that the Council is currently undertaking.

Project	Status	Comments
Replacement Aquatic Indoor Facility	In progress	This project continues to progress. The contractor remains confident of meeting or beating the anticipated completion date of 25 September 2022.
Children's Cycling Education Park and Basketball Court	Completed	The Bike Park Project is now completed.
Whangamomona walkways	In progress	Easements have now been registered against the relevant titles and the Walking Access Commission has formally appointed Council as controlling authority. Signage has been erected and some track tidy up work is to be completed ahead of a formal opening.
Stratford Discovery Trail	In progress	Quarter three saw the completion of another tennis shelter mural in King Edward Park as well as artwork along the wall on the corner of Miranda and Fenton Street.
Strategies and Plans	In progress	BERL (Business and Economic Research Limited) and DGSE have completed the first round of stakeholder engagement and will have draft reports ready in early April. During the stakeholder engagement process the Stratford Park project was discussed and the potential benefits it would either generate or bring to the district. Due to the unique nature and significant potential this project has regarding the economic development of the district, it will be included as a stand-alone section alongside the Economic Development Strategy. This will sit alongside the Economic Development Strategy once completed as well provide validity to the project when it is time to seek both government and private funding.

4.4 Stratford Business Association

Membership: 140

Strategic meeting

The Stratford Business Association have now completed their 2022 annual workplan and strategic planning that will be presented to the Stratford District Council on 10 May 2022.

Upcoming events:

Business after Five: Te Popo Gardens, Wednesday 20 April

4.5 Consents Granted

Type	Q3	2021/2022 YTD
New Dwellings	25	31
Relocated dwellings	1	4
Relocated buildings other than dwellings	0	0
Fires	27	42
Pole sheds/accessory buildings	12	32
Additions/alterations – residential	4	18
New Commercial buildings	2	8
Additions/alterations – commercial	6	11
Other/miscellaneous	3	11
Certificate of Acceptance (not in total)	3	7

4.6 Ultra-Fast Broadband

Stratford

	Q4 2020/2021	Q1 2021/2022	Q3 2021/2022
Total end users	3,309	3,317	3,334
Connected	1,815	1,864	1,956
Fibre Uptake	54.85%	56.2%	58.67%

Midhurst

	Q3 2021/2022
Uptake	45%
Targetable	33%
ONT in place (this means equipment in the home but they are not currently connected)	7%
Low confidence address (not sure of the accuracy of the address)	15%

4.7 Property Sales

Location	Median Price		Volume Sold	
	20/21 Q3	21/22 Q3	Q3	21/22 YTD
New Plymouth District	January		161	591
	\$590,000	\$710,000		
	February			
	\$600,000	\$730,000		
March				
N/A				
South Taranaki	January		48	208
	\$395,000	\$515,000		
	February			
	\$397,000	\$465,000		
March				
N/A				
Stratford District	January		17	87
	\$360,000	\$485,000		
	February			
	\$470,000	\$550,000		
March				
N/A				

Information obtained from Real Estate Institute of New Zealand Inc (REINZ).

*at the time of writing this report real estate information for March was not available.

4.8 Mayors Taskforce for Jobs programme

Registrations

	Q3	YTD
Young People Registered	19	31
Businesses Registered	3	8

Employment

	Q3	YTD
Young people placed into employment	16	9
Young people who are employed but require assistance with upskilling		
Young people registered onto programme and straight in study		
Young people received support and found work themselves		1
Total		25

Attachments:

Appendix 1 - Venture Taranaki - Quarter Three Report



Chade Julie
Community Development Manager



Endorsed By
Kate Whareaitu
Director – Community Services



Approved by
Sven Hanne
Chief Executive

DATE: 19 April 2022

Quarterly Report Stratford District Council

Quarter Three 2021-2022



venture
TARANAKI
Te Puna Umanga

Message from the Chief Executive



I look forward to being here in 2050 and seeing all this region like no other has achieved; a truly high-value, low-emissions economy built on sustainability and inclusivity

Quarter three has been my final full quarter at the helm of Venture Taranaki, as in April I farewell the talented Te Puna Umanga team and Trustees.

This past quarter has potentially been the toughest since Covid-19 came into our lives for so many in our region, and for every sector in our business community from healthcare and public services to manufacturing and construction. Events have been cancelled, services cut and supply lines stretched. Not a single organisation has come through unaffected, our hospitality and visitor sectors severely so, especially following the Auckland lockdowns of last year. Supply chain and talent constraints, on top of rising costs, are affecting everyone.

Our region's spirit remains strong however, and along with our Go Local call and business support mahi, we can see the light at the end of the tunnel (for now anyway). Offshore wind proposal announcements, investments in food ventures and hydrogen, a strong dairy payout, energy-tech pilots, and entrepreneurs giving it their best (across enterprises old and new) bode well for our future.

Taranaki 2050 progressed this quarter, with a well-attended "Taranaki 2050 in Conversation" launch event focused on the future, and a colouring competition to get the kids (and big kids) involved. PowerUp Kickstart,

which commenced in late January, is now down to five finalists, and we're excited to see them present at the pitch night on 29 June.

Whilst some of our big-ticket events have been cancelled, including WOMAD and Americarna, they are locked in for next year. The show will go on.

And whilst I am moving on, it's really only a re-voir as I look forward to remaining an advocate for our region, and to seeing Venture Taranaki's mahi continue to support our regional enterprises to innovate and grow. As I reflect on the last 3+ years, I am proud of all that VT has worked on for our region, from sowing the seeds for offshore wind to cultivating diversification of our food and fibre sector; from collaborating with our farmers on catchment communities to focusing on the visitors of our future; from piloting ventures ourselves for others to take on (Taste of Taranaki) to supporting our many entrepreneurs to achieve their dreams (whether in new enterprises or existing ones); from facilitating the creation of the Taranaki story to the co-creation by our region of our region's vision and plan: Taranaki 2050.

I look forward to being here in 2050 and seeing all this region like no other has achieved; a truly high-value, low-emissions economy built on sustainability and inclusivity.

Mā te huruhuru ka rere te manu (adorn the bird with feathers, and it will fly).
- Justine Gilliland

Facilitating and connecting regional strategies Tapuae Roa and Taranaki 2050

The focus of our regional strategies, Tapuae Roa and Taranaki 2050, continues to be implementation of actions and building regional engagement with this range of work. This quarter has seen a range of activities come to fruition, including:

- Taranaki 2050 Colouring Competition
 - o Sponsored by Mitchell Cycles, with three bikes worth \$500-\$800 each, donated as prizes
 - o More than 130 entries received
 - o More than 15,000 views on VT social media channels alone
 - o 2,829 visits to the Taranaki 2050/Tapuae Roa webpage (a **+12,200% increase** on previous month)
- LIVE magazine editorial
 - o Editorial providing an update on Taranaki 2050/Tapuae Roa, promoting the great achievements and actions completed, as well as upcoming events and ways for people to get involved
- ‘Taranaki 2050 in Conversation’ launch event
 - o More than 100 attendees (mix of in-person and online)
 - o Promotion of work achieved to date, actions underway and exciting actions and events planned for the future
 - o Renowned ‘futurist’ Melissa Clark-Reynolds guest speaker delivered a thought-provoking and conversation-sparking session empowering attendees with tools to plan for a changing future
- Taranaki 2050 e-newsletter
 - o Venture Taranaki co-ordinates a regular e-newsletter, that is circulated to stakeholders and provides an update on regional strategy progress and upcoming events.

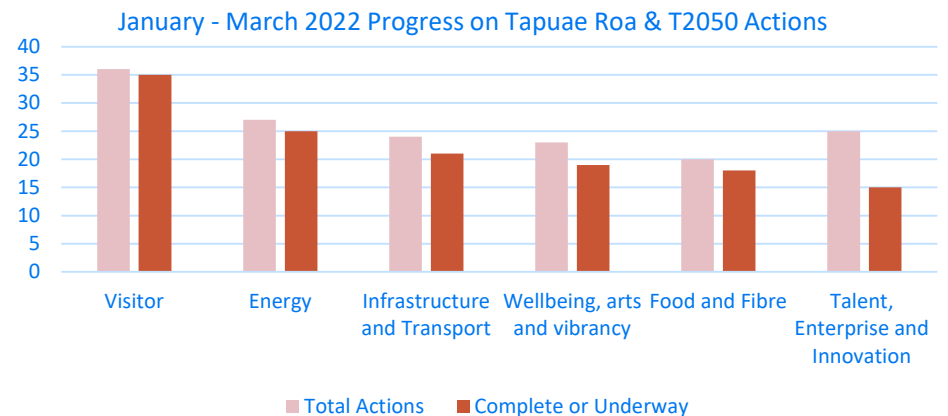


Action implementation continues across the region, based on the following priority areas:

- Progressive Communities;
- Industry Transformation and Skills;
- Entrepreneurship and Innovation

Of the 161 actions, 30 are complete and 105 are underway, with only 26 not started.

Further information can be found [here](#).



Fostering sustainability and resilience

Sector Diversification

Energy:

Venture Taranaki continues to work across a number of energy projects, ranging from the oil and gas industry, to hydrogen, offshore wind and bio energy.

There is much happening in this sector with O&G drilling campaigns planned, shutdown work, feasibility work in offshore wind energy, the Government's soon to be released emissions reduction plan, and upcoming commencement of the Energy Strategy, and documents such as Transpower's Renewable Energy Zones open for submission.

Current workstreams include coordinating a major rural energy project, assisting with an investigation into the transferability of skills across offshore energy, and involvement in a task-group concerning the role of gas in underpinning an orderly energy transition.

The Energy Action Group (EAG)

Established and facilitated by VT, the EAG comprises key energy companies located in Taranaki (and beyond), and provides an important foundation and leadership group within our energy sector work programme.

The purpose of the EAG is to identify, prioritise and progress actions relating to a Taranaki 2050 Energy Transition with the aims of:

- Understanding recent regional, national and international energy developments;
- Contributing leadership, momentum and guidance;
- Combining resources (and help to engage others) to share delivery on actions where there is common interest;
- Co-ordinating work being progressed individually by companies and other entities
- Ensuring action and achievement of outcomes.

While networking and engaging with relevant stakeholders within the energy sector is an outcome, the primary focus is to progress outstanding energy roadmap actions. The group met on 22 March 2022. This is the first meeting for 2022 and since the Offshore Future Energy Forum in November 2021. Discussion included outcomes from the forum, Taranaki 2050 energy actions, follow up from the Power to X concept paper and other collective project opportunities.



Fostering sustainability and resilience

Sector Diversification

Engineering / ETC support:

- The Engineering Taranaki Consortium (ETC) is a leadership/collaborative group of engineering companies which Venture Taranaki helped to establish, and continues to work alongside as a valuable sectoral group focusing on issues and opportunities concerning the growth of the engineering industry in Taranaki and ways to advance Taranaki 2050 actions.
- Building on the recently developed ETC business plan, VT recently convened a session with the group to update on the status of the industry.
- A critical issue is currently staff availability.
- VT is planning work with ETC to survey staffing needs in more detail and to develop initiatives that address this e.g. working with Immigration NZ and forming collaborative campaigns to help attract / develop talent in the sector.



Initiatives reported YTD

1. Auckland Food Show
2. Offshore Future Energy Forum
3. The Energy Action Group (EAG)
4. Engineering / ETC support

Activity	Measure	Annual target	Total YTD
Fostering sector diversification and growth	Number of initiatives targeting sector diversification and growth	4	4

Fostering sustainability and resilience

Massey University partnership

During Q3 the Massey-Venture Taranaki partnership worked across a range of initiatives:

- Continuing to work with five Taranaki organisations to source talent, including two Masters Fellowships and one R&D Career Grant. Also following up five further organisations, with companies reporting they are delighted with the work that students have achieved.
- Supporting a range of organisations to apply for funding opportunities.
- Supporting 'Branching Out' project work across a range of project focus areas.
- Advancing juniper-related project work with significant effort going into tracking down juniper berries.
- Progressing and co project managing Te Aho Tapu Hou, a harakeke spinning project (which received funding from MBIE's Vision Mātauranga Capability Fund in April 2021), in which Massey and AgResearch are working with Te Kuiti-based Rangī Te Kanawa to develop spinning technology, with potential to offer value in future to Taranaki interests. A milestone was reached in February, with AgResearch successfully creating muka thread using their wool-processing machines.
- Continuing support for Taranaki's innovation and enterprise, with Massey as key sponsor of Taranaki Young Enterprise Scheme.

The Massey-Venture Taranaki partnership worked with 55 Taranaki organisations during the first three quarters of 2021-2022 (with 1 new client added in Q3). 37 (67%) of organisations have received support/services from Massey University in the year to date.



Eve Kawana-Brown and Greenfern Industries R&D Manager and Massey graduate Andrew Boot with current Massey Horticulture Student Lachie Barrett next to their trial medicinal cannabis crop in their research cultivation room, South Taranaki, Jan 2022

Fostering sustainability and resilience Championing Innovation

Taranaki Catchment Communities (TCC) Update

Launched in 2021, the TCC was formed when a group of farmers and growers from around Taranaki, together with Venture Taranaki, initiated discussions about the challenges facing the rural sector and the possibility of establishing catchment communities. This group came together as Taranaki Catchment Communities (TCC) with the aim to lead, engage and mobilise Taranaki’s rural sector to ensure a more environmental, economic and socially sustainable future.

Since formation and securing MPI funding with assistance from VT, the TCC has continued to progress their ambitious regional work plan. They have initiated a range of projects, bringing communities together and addressing environmental challenges. This work plan is now being led by Paul Turner, who took over from Trish Rankin in February 2022.

The TCC recently engaged Landpro to host a series of workshops around the region in different catchment groups, to discuss how to manage various upcoming regulatory and policy changes relating to the environment.

A further, very successful project is the Agrikids programme that began in the Awatuna/Aurora catchment community during Term 4 2021 (pictured above right). Each week 30 kids learn various practical and theoretical skills about different aspects of the farming industry. At the end of the programme, interested kids will attend regional competitions to test their farming knowledge.

Venture Taranaki continues to meet regularly with the TCC on a range of rural issues and opportunities including advancing the T2050 and Tapuae Roa actions, and providing a sounding board on farming matters.



The Agrikids programme in the Awatuna/Aurora catchment community

Initiatives reported YTD

1. H2 Taranaki Roadmap
2. Power to X report released
3. Taranaki Catchment Communities (TCC) Update

Activity	Measure	Annual target	Total YTD
Championing innovation and sustainability	Number of initiatives targeting or supporting innovation and sustainability.	4	3

Fostering sustainability and resilience

Curious Minds Participatory Science Platform

Curious Minds Taranaki has had a busy start to 2022 with a funding cycle opening in mid-January. This attracted significant interest from those who were familiar with the programme and involved in previous projects to those who were new to participatory science.

Expressions of interest (EOI) for the 2022 funding cycle closed early March with 22 ideas registered and 17 EOI's received from throughout Taranaki, covering a wide range of research fields. Feedback provided on EOI's allows applicants to complete strong full applications by 4 April with results to be announced in May. The \$154,000 available allows 7 – 8 projects to be fully funded.

Our annual programme update was released in January highlighting the incredible work of all the projects for 2020 to 2021. This also provided an opportunity to celebrate a key milestone of \$1 million distributed in Taranaki across 60 projects. The update is used for engaging all stakeholder and community with the impact the programme and projects have in Taranaki. More information can be found on our [website](#).

Projects are making progress the best they can with COVID-19 continuing to be a challenge and agility required to finding alternative approaches to maintain progress. The growing familiarity with digital solutions has been beneficial for engagement with research partners go virtual where possible.



Project update

Branching Out

1. Taranaki Avocado Growers Group (TAGG), initiated by Branching Out.
 - 13 parties signed up
 - 70 ha+ under development or serious consideration
 - Second meetings held with the aim to support growers, connect to others and share information. Both meetings attended by representatives from nurseries, packhouses & cool stores, WITT horticultural course coordinators and the local Farmlands.
2. Event: Introduction to Diversification Thinking with regards to the Grains and Legumes Value Chain, is scheduled for May 2022. Facilitated by Left Field Innovation, the event will pair growers with brand owners from across the region, looking for specific volumes of niche grains and legumes.
3. Hemp Construction Product Prototype Development: VT, working with Massey University and University of Canterbury, called for expressions of interest from local companies keen to advance product development ideas in sustainable building products based on hemp fibre. Five were received and the winning company was Panelise NZ, whose product is now being developed with the assistance of the universities and anticipated to have real-world application and a ready market.
4. Pilot Framework Development for Novel Crops in Taranaki is being designed to integrate with GIS Mapping Platform. This will help capture and share robust trial information over a 2 – 3-year period. The framework will be customisable across all confirmed ventures.
5. Venture information and blueprint development is being progressively being released on Venture Taranaki’s web site, please view more information by clicking the picture at right bottom.

Confirmed Ventures – with research undertaken to support

Kiwifruit	Craft Alcohol Value Chain (Beer: hops)
Trees & their Value Chain	Hemp Fibre
Avocados	High Value Medicinal Plants
Sheep Dairy Value-added Dairy	Indigenous ingredients
Craft Alcohol Value Chain (Gin: orris root, angelica root, liquorice root, juniper)	Grains and Legumes

As Branching Out Phase One draws to an end in 2022, the project has gathered significant momentum:

- Tangible action following events
- Engaged community support
- Possible commercial partners identified
- Interest in forming co-operative entities around industries and shared facilities
- Interest expressed in pilot growing trials
- Product prototypes
- Blueprints recognised nationally as valuable regional development resources

VT has commenced initial discussions for a potential Phase 2 project with possible project partners.

Invest in Taranaki’s food and fibre opportunities



Enterprise support and enablement

Enterprise and Entrepreneurship

Meet the team – Natacha Dunn, acting GM Enterprise

Longstanding GM Enterprise Michelle Jordan resigned from her role in March, marking the end of more than 20 years with Venture Taranaki.

Michelle will be taking up the role of Executive Director with The Mentoring Foundation, and leaves with the best wishes of the VT team.

Stepping into the GM Enterprise role in the interim is Natacha Dunn (see below)



Originally from France, Natacha moved to Taranaki from the UK in 2010 and is now proud to call Taranaki home. She joined Venture Taranaki in 2017 as Business Advisor, using her extensive background in supply chain and projects in the UK and NZ to support SMEs in the face of challenges, and help them grow into resilient, sustainable and successful enterprises.

As a senior member of the Enterprise team, she has also led initiatives such as Techweek Taranaki and PowerUp to support the entrepreneurs of Taranaki to become the innovative enterprises of the future. Her varied and multicultural background has been instrumental in developing a natural curiosity and a dedication to bringing people together, enabling their vision to come to life and exploring ways to achieve the best outcomes for Taranaki enterprises.



Enterprise support and enablement

Referrals and Engagements

Venture Taranaki continues to see a steady need for general support.

Business owners are still struggling to navigate the COVID-19 landscape and experiencing some tough times and financial hardship. Uncertainty and staff shortages are impacting the ability to operate and plan ahead, especially for hospitality and retail enterprises across all three districts. Many are feeling the strain of COVID-19 impacts such as event cancellation, self-isolation requirements and reduction in foot traffic.

Venture Taranaki has seen a rise in businesses looking to invest in their people, understand their numbers and review their goals to help them get through this period and recover.

The agricultural sector in Stratford district has sought support for planning, succession and understanding financials during the quarter. VT has also focused on fostering awareness of the services and support we offer, and the team visited Stratford Business Association (SBA) at the end of Q2 outlining our presence and offerings. As part of that awareness campaign, plans are underway for a casual connection event to further familiarise the Stratford business community with Venture Taranaki, meet the team and foster discussions. The event was planned for Q3 but due to COVID restrictions was unable to take place. This has now been scheduled for June 2 in Stratford.



REFERRALS AND CONNECTIONS:

5



NUMBER OF CLIENT INTERACTIONS:

306

(UP 35% FROM STLY*)

Activity	Measure	Annual target	Q1	Q2	Q3	Total YTD
Enterprise connection and signposting.	Number of referrals and connections made by Venture Taranaki staff.	≥ 200	180	148	95	423
Stratford and Taranaki wide			15	33	5	53
Enterprise support	Number of support engagements	≥ 4000	3589	2688	2200	8477
Stratford and Taranaki wide			328	327	306	961

Enterprise support and enablement

Startups, jobs and mentor matches

Startup support

Venture Taranaki also continued to support startup activity in the business community over Q3. Demand for VT's Startup Clinic has been steady, as we launched the new online appointment booking system. Feedback from our clients about this new tool has been positive.

To continue to offer the best service to our startup clients during COVID restrictions, virtual appointments via Zoom were introduced and have been positively received by clients. We will continue to offer this option throughout April and ongoing as required.

Venture Taranaki's support for Ministry of Social Development clients looking to start business through the BYOB programme continued strongly throughout Q3. This programme has reached its maximum intake for the pilot, and since February 2022 a similar programme of business planning support and mentoring called BTAG (Business Training and Advice Grant) is now in play with the first MSD clients coming through.

Business Mentoring

Mentoring through the BMNZ programme has dipped over the last quarter, mostly due to Covid impacts on both businesses and mentors choosing to focus on getting through this period. Mentor expertise is in high demand around marketing (general & online) as well as strategic business planning. The new online matching hub introduced by BMNZ has made for smoother processes and systems for both Mentors and Agents.



NUMBER OF
STARTUP CLIENTS:

5



NEW JOBS LISTED:

126



MENTOR MATCHES:

0

Enterprise support and enablement

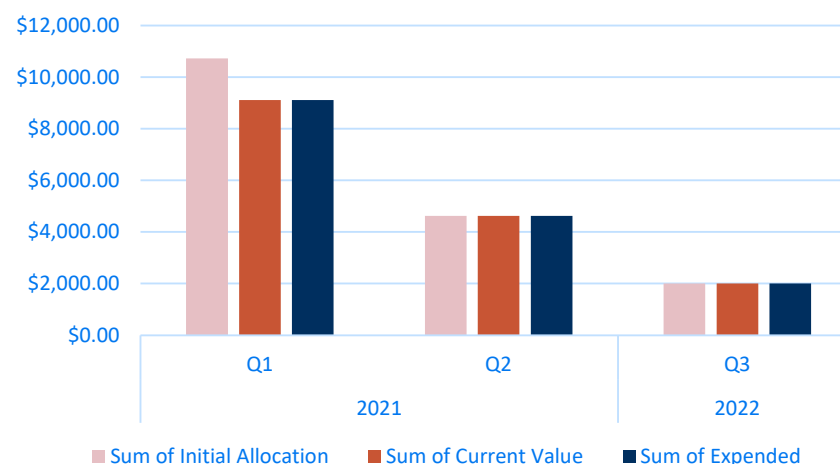
Regional business partner capability funding

\$17,360.00 Total YTD

Demand for training from enterprises trying to navigate these challenging times tapered off through to the end of Q3, as business owners set other priorities, and the fund itself became depleted from the huge demand in Q1. Services and support for strategic planning and financial knowledge continue to be sought, along with digital marketing to reach new or existing markets through an improved online presence. Human resources support to navigate employee wellbeing, staff retention, and recruitment has been in strong demand, particularly in retail and hospitality where the impact of COVID has been strongly felt over this quarter.

Construction, engineering and trades continue to experience skills shortages, along with supply chain issues and managing pricing in light of COVID, and sought support on strengthening financial systems, people management, staff attraction and retention and digital marketing. There is a continued interest in offering apprenticeships and wanting to understand what is possible, and what support is available.

RBP Funding Stratford District Q1-Q3 2021-2022



Activity	Measure	Annual target	Q1	Q2	Q3	Total YTD
Enterprise support	The level of annual investment in the management capability of Taranaki's small and medium sized businesses	≥ \$240,000 (all of Taranaki)	\$188,867.87 Taranaki \$10,730.00 Stratford	\$83,497.50 Taranaki \$4,630.00 Stratford	\$41,150.27 Taranaki \$2,000.00 Stratford	\$313,515.64 Taranaki \$17,360.00 Stratford

Enterprise support and enablement

Callaghan Innovation grants and funding

Demand remains strong for support of new R&D in the region and R&D projects continue to be developed, with enquiry numbers remaining high.

The availability of R&D grant assistance from Callaghan Innovation remains an issue. The constraining measures and new eligibility criteria for R&D grants put in place by Callaghan Innovation in Q1 and restricted further in Q2 continue to have an impact on new funding applications.

A small number of current grant applications have been able to come off the waitlist and progress with the support of Venture Taranaki’s innovation advisors. They continue to assist innovative businesses through other connections, technical support and alternative funding opportunities, and facilitated a R&D grant assistance to large energy storage R&D project through to approval in Q3.

It is expected that Callaghan Innovation will share updates on its plan for the future of grant assistance and what shape this will take early in Q4.

Q3 saw the co-funded R&D Summer Students completing their 10 week internships with local companies. These internships are funded through Venture Taranaki’s partnership with Callaghan Innovation. Due to COVID restrictions VT was unable to hold an informal event with both students and businesses to celebrate and share their progress, however the feedback gathered was very positive, with the students making a significant contribution to the businesses’ R&D projects during their internship. The students provided their fresh ideas into new potential innovations for our region’s businesses and armed them with prototype results and data analysis to make informed decisions on pursuing further development.

As a result of the summer intern grant, four businesses have decided to continue to work with their students and have subsequently applied for R&D Fellowship and R&D Career grants. Their applications are currently in progress and we are in discussion with a further two businesses who are interested in applying.

\$40,250.00

Total funding was delivered into Stratford District through Callaghan Innovation grants and support programmes in the financial year to March 2022.

Activity	Measure	Annual target	Total YTD
Enterprise support	The level of annual investment in regional businesses (subject to central government policy)	\$1m	\$1,481,017.34
	Stratford District funding allocated	\$40,250.00	

Project update | PowerUp

Kickstart

PowerUp Kickstart, Venture Taranaki's capability building programme and mini accelerator/ideas competition got underway in Q3 with 31 entrepreneurs, innovators and creators from around the region selected for the initial stage of the programme. Kicking off in February and using the highly regarded Co.Starters delivery model delivered in partnership with SODA Inc. , participants went through an eight-week business planning programme to shape their business ideas or progress their startup with the support of facilitators.

Following the completion of these workshop sessions, Kickstart's mini accelerator/business ideas competition is underway with applications open until 8 April to select five finalists to complete the programme, and a \$10,000 prize awarded to the winner on Final Pitch Night scheduled for 29 June.



PowerUp Podcasts

The second season of PowerUp Podcast got underway in Q3 and the first podcast released featured Glen Stephens from Sol + Sea, the winner of PowerUp Ideas Competition (now Kickstart) in 2021. PowerUp Podcast celebrates the success of remarkable Taranaki entrepreneurs by and showcasing the best of work and play in the region. Six stellar Taranaki entrepreneurs across a range of sectors such as food, energy and engineering, are sharing their stories in weekly releases throughout March and April.

"I felt very alone in my business efforts. Then I came across CoStarters. I hoped it could show me I was on the right track or point me in the right direction [...] Now I'm beginning to feel like I could tackle the highest board because I have (am gaining) the knowledge and experience to attempt it. It has far exceeded my expectations."

- Kickstart attendees

Enterprise support and enablement Updates and activities

Entrepreneurship Ecosystem

Our new interactive online ecosystem guide for entrepreneurship support launched in late March.

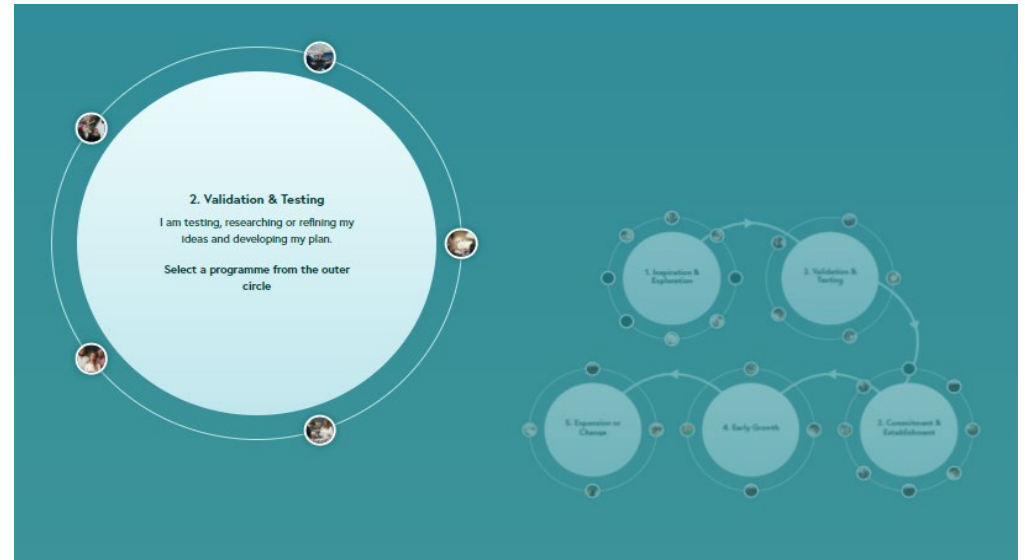


The Entrepreneurship Ecosystem Guide is a one-stop shop to help entrepreneurs, whether startups, or growth-oriented businesses, navigate through their journey of enterprise growth and provide better visibility of the support on offer in Taranaki.

The guide is aimed at entrepreneurs in any stage of development, from ideation and exploration through to growth and adapting to change. It was built in response to the business community asking for a better way to understand and see what support options are available for them without having to go to many different sources of information.

The guide, now live and located on the Venture Taranaki website, is part of Powering-up entrepreneurship in Taranaki, and pulls together the support available from many providers around the region, including programmes, training, events, resources, workshops, services and more. We reached out to the business community to provide listings and are continuing to work with providers of content to populate the site.

Please view the Entrepreneurship Ecosystem by clicking the picture (top right).



Techweek:

Techweek is back in Taranaki from 16-22 May, showcasing New Zealand's unique and inspiring innovation stories.



We're working with organisers to curate and support a wide range of events across Taranaki from agritech, science in the community, AI, robot coding and electronic music to digital transformation and clean energy solutions.



Enterprise support and enablement

Updates and activities

Export Taranaki Network

The Export Taranaki page on the Venture Taranaki website was updated in Q3 to showcase the overall regional results of the 2021 survey.

This includes the top 10 export countries compared to New Zealand’s, a snapshot of regional exporters, what they export and where they export to, plus paths used to market and ports used.

Our export survey found that businesses are wanting access to tools and resources to help them plan their exports and gain knowledge of up-to-date global trends. As a result we added a new section to our Export Taranaki web page which now lists and links through to a raft of different export specific tools and resources.

View the new web section for Export Taranaki by clicking the picture below:



There were a number of covid related questions asked and nearly half of all respondents indicated that they had been negatively affected, however food & beverage exports had grown considerably, and respondents were positive about the future, with nearly three quarters indicating that they expected exports to increase in the following 12 months.

In Q3, Venture Taranaki supported a number of Taranaki businesses through the application process for the Export Bridge Programme, which provides four months of market research work for New Zealand exporters seeking to expand into the US market with international business MBA students at San Diego State University. The research and market development that the students undertake is valued at \$50,000 and provides a detailed insight into how businesses can enter the US market and the types of consumers they should target. Across NZ, five businesses were selected to participate in this programme, of which two were from Taranaki. Both businesses are based in the New Plymouth District, from the food and engineering sectors and are experienced exporters who have opportunities to expand into the US.

During the quarter, the Export Taranaki network were invited to a number of events such as *NZ / UK Fair Trading Act Engagement Session*, *NZ Fiji Business Council Webinar*, *Latin America Perceptions Webinar*, and the *Kea NZ Taking Kiwi Food & Beverage to the Word* event. We continue to work closely and collaborate with New Zealand Trade and Enterprise to provide joint support to our Export Network.

Activity	Measure	Annual target	Total YTD
Undertaking environmental scans and economic monitoring	Number of regional monitoring updates released	4	3

Promoting investment in Taranaki

Identifying & Facilitating Opportunities

Identifying opportunities

1. Within PowerUp Kickstart workshops: providing an education platform for business founders including modules on the capital raising process and launching an investment prospectus.
2. Held a meeting with a deep tech investment fund on future engagement for early stage Taranaki tech startups. They went on to present to the Startup Taranaki group.



Facilitating Opportunities

1. Provided connections for a first-time business owner to facilitate raising capital to buy a local retail business.
2. Guided a local sports equipment startup on investment opportunities. Further support is planned.
3. Outlined investment pathways for a startup in the F&B sector with a promising new product. Further support is planned.
4. Supported a local business with investment connections for the conversion of their plant to low-emission fuels.
5. Assisted a local engineering firm with co-funding for their spin-out tech business to complete due diligence requirements for a potential investor.
6. Assisted an international company looking to engage in NZ around offshore wind.
7. Assisted a SaaS company to identify potential investors and find support with their investor pitch

Activity	Measure	Annual target	Total YTD
Identifying opportunities to attract investment into Taranaki	Number of engagements related to attracting investment to Taranaki	5	8
Facilitating opportunities for investment into Taranaki	Number of engagements related to facilitating opportunities for investment in Taranaki	10	19

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Major Events Fund

Events contracted in Q3		
1	Taste and Tales	14-15 & 21-22 May 2022
Events funded occurring in Q3		
2	Central Stags	8 Jan 2022
3	The Good Home Taranaki Off-road Half Marathon	15 Jan 2022
4	Vero International Festival of Historic Motoring	16-21 Jan 2022
5	New Plymouth World Triathlon Continental Cup	27 Mar 2022
6	NZ Schools Triathlon Champs and NZ Sprints	27 Mar 2022
7	AmeriCARna	cancelled (COVID-19 restrictions)
8	PSP Jetsprints	cancelled (COVID-19 restrictions)
9	WOMAD	cancelled (COVID-19 restrictions)
10	OXFAM Trail Walker	cancelled (COVID-19 restrictions)

Event Update

The event sector has continued to suffer through the COVID-19 pandemic although finally there is some relief on the horizon for outdoor events with unlimited numbers now allowed. The ITU Triathlon (scaled down to a Continental Cup) and associated schools triathlon and age group events were able to take place on March 27 and received excellent media coverage as well as enabling commonwealth games athlete selection.



NZME Travel Magazine in market Tuesday 8 March

Activity	Measure	Annual target	Total YTD
Administer the Major Events Fund	Number of events funded in accordance with the criteria of NPDC's major events fund	4	11

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Visitor development initiatives

While the focus of the Major Event Fund has been on supporting events and event organisers during a very challenging time, event development and strategic planning has also been enabled through the government-funded Regional Event Fund.

The first area of focus was around the delivery of food events and the re-focussing of Feastival. Sarah Meikle from Food & Drink New Zealand, which runs VISA Wellington on a Plate, was contracted to bring hospitality, event organisers and producers together to define how the region could deliver exciting and sustainable regional food events which would attract visitation. As a result, the Taranaki Culinary Advisory Group has been formed to further the strategy and deliver the event(s). The report, which summarises the findings from the industry, was completed this quarter and will be released publicly when the Taranaki Culinary Advisory Group announces its first event.

EXTEND YOUR SUMMER IN TARANAKI

Discover NZ's sunshine capital through the eyes of well-known local guides.

EXPLORE NATURE
Taranaki is blessed with gorgeous nature, from carefully manicured inner-city gardens to wilderness hikes through lush native bush. New Zealand makeup artist and influencer Annalee Kenneley reckons it's hard to beat Lake Mangamoa: "It's got beautiful views of the mountains and lake. It is such a nice walk, relaxing while taking in the beautiful surroundings." Or explore Pukekura Park, a 52-hectare garden of national significance right in the centre of New Plymouth, and a favourite of seven star and Olympic gold medalist, Michaela Blyde: "There are so many beautiful elements, with stunning nature, wildlife and the picturesque lakes. I love running and walking through the park and reliving the memories made there as a kid."

FOODIE FAVOURITES
Taranaki is home to some of the best eating in the North Island, from decadent dining to tantalising take-away options. Pick up a meal from a local eatery and head to the Coastal Walkway or Back Beach and experience the tastes of Taranaki in your own space. "Larzel Street Projects has so many options, or we love to get fish and chips and take friends to the top of the Back Beach lookout on a perfect summer night to watch the sunset," says Annalee.

START PLANNING NOW
Don't let summer slip here, it's time to visit NZ's sunniest region* and extend your summer. Start planning your trip today.

TARANAKI
Make a weekend of it!
taranaki.co.nz/visit

*ANZUS Sunshine Hours by region 2021

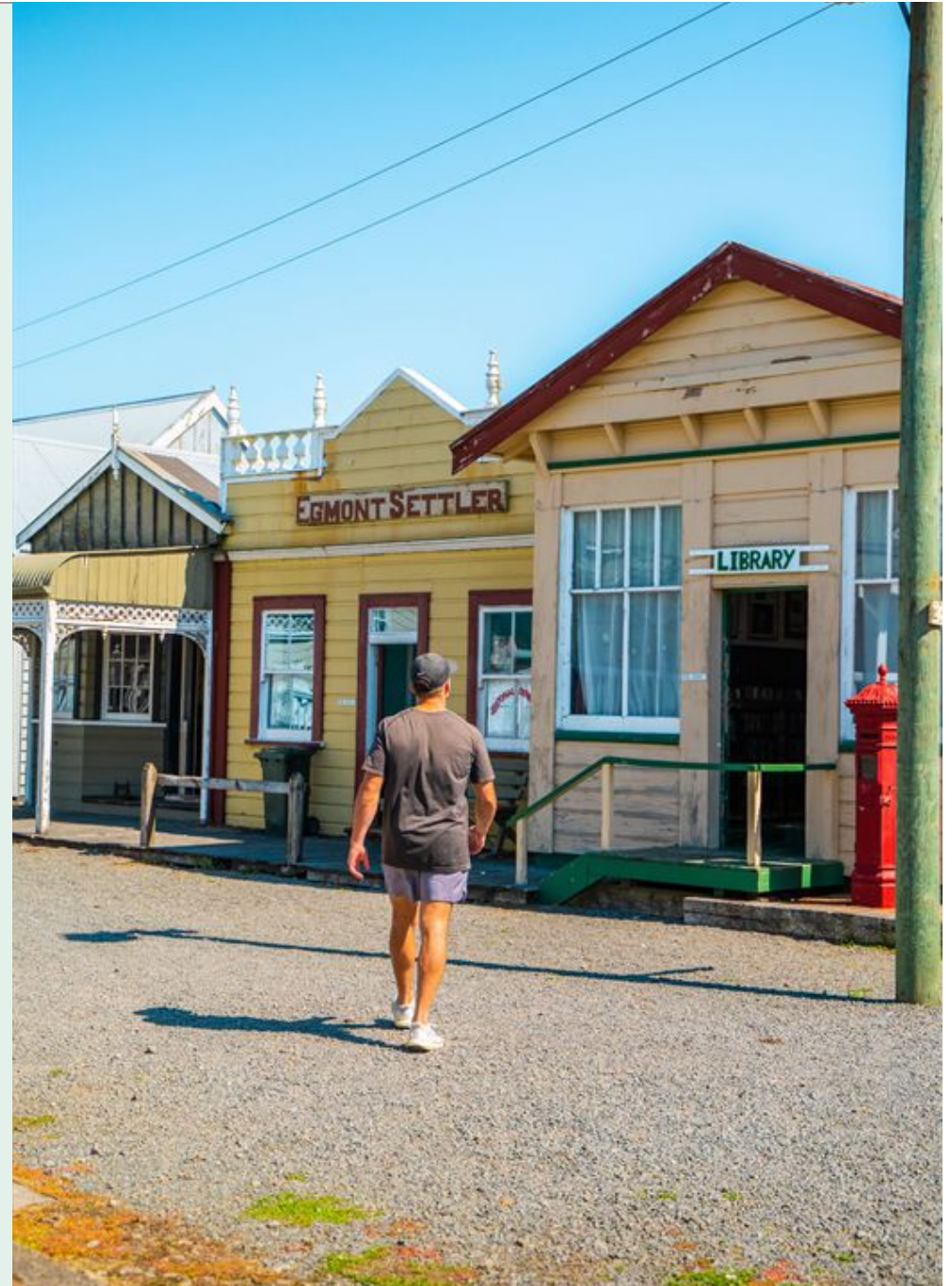
Activity	Measure	Annual target	Total YTD
Lead regional events strategy	Number of engagements with regional events organisers and operators	25	1093
Destination promotion	Number of engagements with Visitor Industry Operators	1000	1146
	Number of destination promotion and attraction initiatives	2	4

Project update

Visitor Futures

Product development is continuing apace in Visitor Futures. The Coastal Arts Trail is well advanced with the promotional launch timed for May. A Waikato Drive Journey is also being developed in conjunction with Hamilton and Waikato tourism and is due to be released later in the year.

Accessibility was identified as a key development opportunity in the initial strategy sessions. AUT has recently been contracted to develop the concept further in conjunction with a regional audit of hospitality, accommodation, tourism operator and public visitor facilities to determine a base starting point in regards to current accessibility offerings. Venture Taranaki is also working with TAFT to focus on accessibility at events.



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Domestic Tourism Promotions Activity

Partnership activity

Air New Zealand partnership (Top right)

Kia Ora Magazine (Jan 2022) mentions about our summer events included in October, November and December. Taranaki was also mentioned in the January feature.



TNZ and NZME Sponsored Links (Middle left)

- Designed to drive awareness and refer qualified web traffic
- Australian audience interested in travelling to NZ
- Print & digital audience 350,000

AA Traveller eDM – March 2022 (Middle right)

Activity part of ongoing partnership involves inclusion of ads in AA Traveller, sent out to more than 150,000 AA members and 55,000 non-members.

ROADYNZ family – Feb 2022 (Bottom right)

24-28 Feb RoadyNZ posted to their 30K+ followers on Instagram and 100K+ followers on TikTok.

47. Hike the picture-perfect Mt Taranaki



When it comes to unspoilt wilderness and authentic wild life experiences, New Zealand over delivers here in No. 47 of our 501 Reasons To Stop Dreaming About New Zealand And Go.

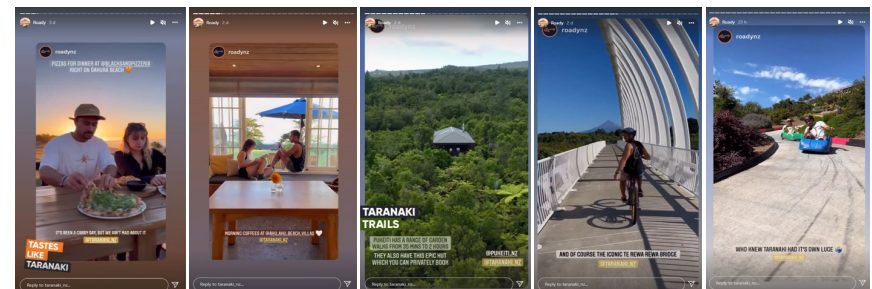
Located in the Taranaki region, the 347.9-hectare **Whangamata National Park** is bordered with several natural reserves, from world-class rainforests to wild parks. Not to mention the 1000m of Mt Taranaki that dominates the landscape. Considered by many to be a picture-perfect peak with its conical form and snow-capped top, the 1200-year-old volcano last erupted in 1773, but experts now believe that it is dormant rather than extinct. It's named in honour of the Maori people of the area. The park is interconnected with walking tracks ranging from quick jaunts (the 10-minute Kaitake Loop Trail) to multi-day hikes (the three-day Pukekohe Circuit) and experienced hikers can take on Mt Taranaki itself, climbing to its summit all year round (although it is a bit trickier during the winter months).

POUKAIU CROSSING, TARANAKI

A quieter alternative to the Tangaroa Alpine Crossing, the Poukaiu Crossing is an equally big and beautiful drive that is up in some towns across the lower slopes of Mt Taranaki at Egmont National Park. Among its highlights are the much-photographed Poukaiu Falls, sweeping cliffs, a mighty waterfall and preserved Māori waka Swamp. The two trails take no less than 30 minutes' drive from New Plymouth, with track conditions usually variable.



Photo Courtesy: Taranaki



Promoting Taranaki as a great place to learn, live, work, play, visit and create

Drive and Flight Market activity

Awareness social media adverts

Taranaki – like no other:

The following advert (top left) was placed in market as a result of earlier digital advertising being removed following announcement of the Festival of Lights cancellation and Lorde’s postponement.

Advert (top right) was placed in market on 15-29 March to target drive journey audience and encourage them to visit Taranaki over Easter, utilising the video created for TVNZ.

Retargeting also commenced on 29 March to 5 April, to ensure we’re front and centre of mind for those looking to travel over Easter.(bottom right)

Advertising on TVNZ:

A 30 second commercial (TVC) created for TVNZ- One. Wellington audience

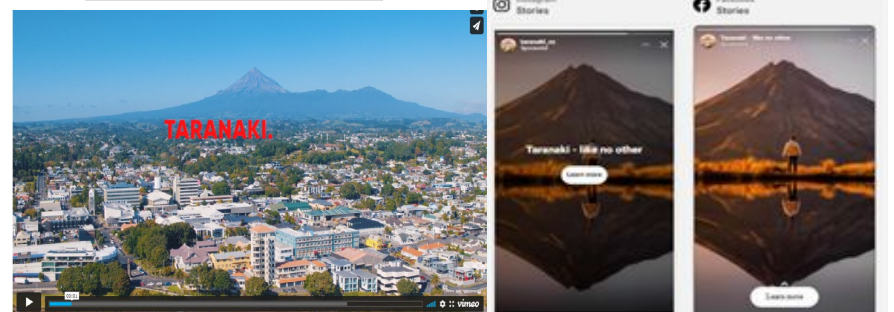
- Dates run 6th, 13rd & 20th March with 9 advert slots scheduled.
- Est 222,000 people aged 25+ in Wellington saw our TVC, 1 or more times
- Metrics to be supplied post-campaign

Ad rate card value of \$14,825+GST but actual cost was only \$5,189 +GST Auckland audience

- Dates run: 13 & 20 March with 7 advert slots scheduled.
- Est 310,000 ppl aged 25+ in Auckland saw our TVC, 1 or more times
- Metrics to be supplied post-campaign

Ad rate card value of \$23,520+GST but actual cost was only \$8,232 +GST

Please click the picture bottom left to view full 30 second advert



Promoting Taranaki as a great place to learn, live, work, play, visit and create

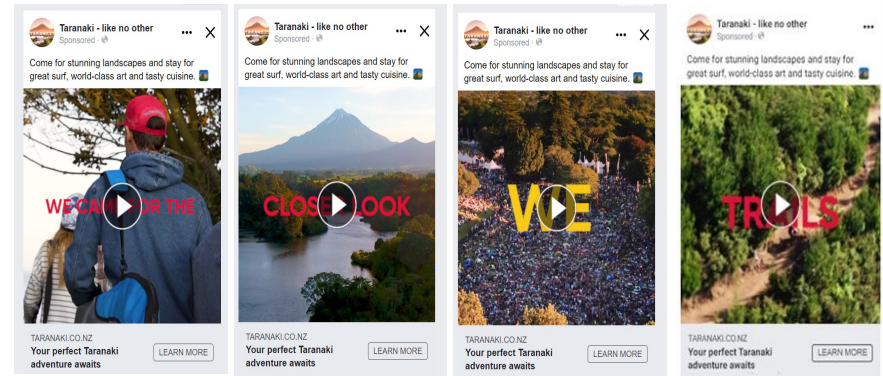
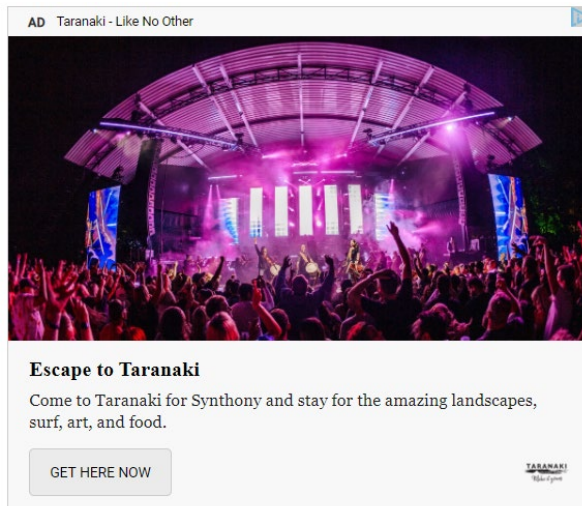
Drive and Flight Market activity

Awareness social media adverts

MBM advertising: Largely digital campaign
Phase One of shoulder season advertising (Jan-Mar 2022)

MBM - Event Advertising

- Facebook and Instagram
- Targeting people 30+ Living in Whanganui, BOP, Manawatu, Waikato, Wellington & Christchurch who are interested in music
- The static element was live before the event was postponed until April



MBM Activity (Jan–Mar 2022)

- A series of four clips advertised to showcase Taranaki to ages 30+ living in Whanganui, BOP, Manawatu, Waikato, Wellington & Christchurch who are interested in experiences – Art & Culture, Adventure Seekers, Self Care.
- Each clip is 15” long and is played on YouTube, targeted to all.
- Live in market from 23 Jan–31 Mar 2022

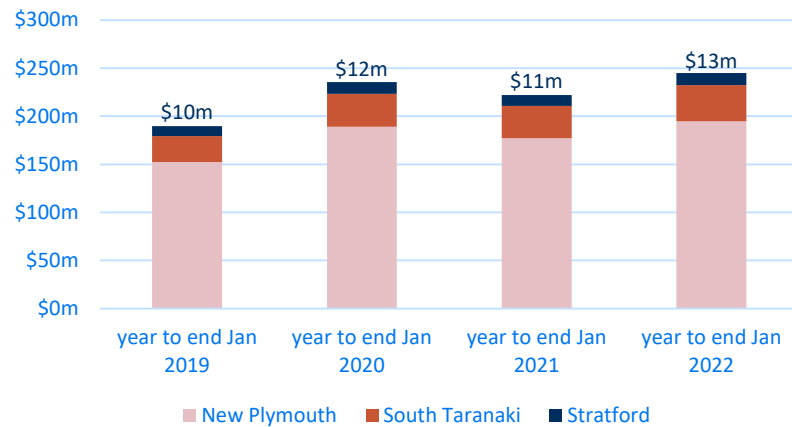
Interim report for Phase One:

- 902K reach
- 209K video completes
- 5.9K clicks

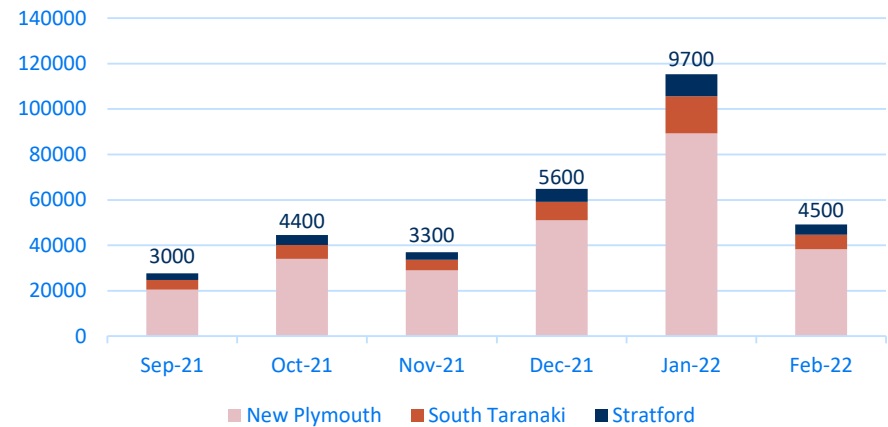
Promoting Taranaki as a great place to learn, live, work, play, visit and create

Visitor statistics

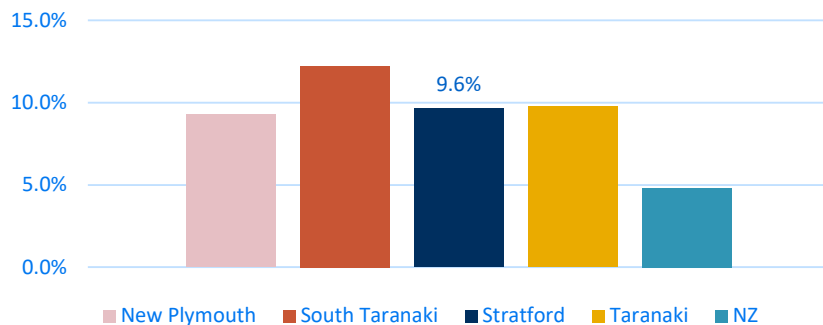
Visitor spend in Taranaki 2019-2022



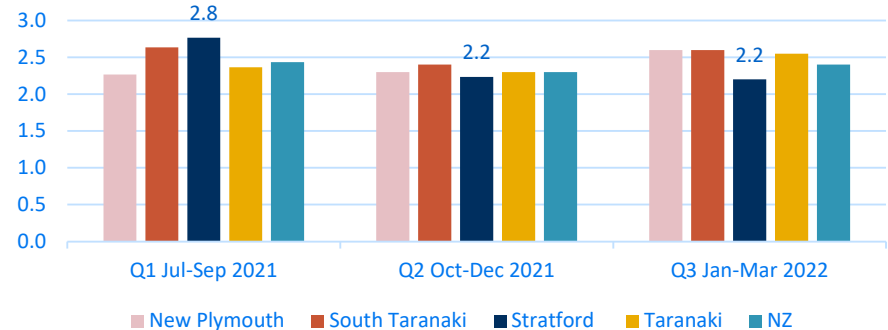
Total guest nights Sep 2021 - Feb 2022



Visitor spend % change – year to end Jan2022



Average nights stayed per guest Jul 2021 - Mar 2022



Sources: MBIE TECT for visitor spend, Accommodation Data Programme for Guest Nights

Promoting Taranaki as a great place to learn, live, work, play, visit and create

Talent initiatives

Activities in Q3:

1. An International Women’s day event with Dr Ellen Nelson was held at the Novotel – a hybrid event (in-persona and on zoom), the event focused on how to attract and retain women in the workforce. Well attended despite Omicron.
2. Continuing to work with TSB Bank and Datacom on a hackathon to bring together youth and new IT employees to solve current issues.
3. Supporting Taranaki Futures to deliver Accelerator 2022 -an internship and mentoring programme for senior secondary students wanting to learn more about potential career paths
4. Submission to the Ministry of Education regarding the government’s proposal to eliminate international student visas for students below year nine.



Teachers visiting Carac Couplings as part of the Educators and Enterprises initiative

Activity	Measure	Annual target	Total YTD
Facilitate talent attraction and retention	Number of talent initiatives	2	12

Feedback

"I appreciate your thoughts and perspective, it has given me confidence in what I know and a lot of ideas of what I need to work on. I have had a meeting with Sharon and found it really useful. It is great to know I have your support."

-Agricultural sector business

"Thank you for being so supportive and understanding my needs. I really appreciate your time. You have such great connections and get where I am coming from. Thank you for keeping me on track. I am really excited and motivated after speaking to you! Wow - You are opening door I didn't even know existed - thank you so much !"

-Sole Trader

"Thank you for all your support, suggestions and connections. It has been really valuable to discuss our plans and get your ideas and perspective. We really appreciate you taking the time. We are excited about next steps for our business."

-Farming business

"It was very helpful and reassuring that I was on the right track. I have already started up but just needed to check in on a few things to make sure I wasn't missing anything."

-Startup Client

Coming up in Quarter Four

- Rural Energy project progression
- Auckland Food Show preparation
- Visitor Futures – product development and launches
- Electricarna: EVs Explained – 5 April
- Electricarna: EVs Explained Hāwera – 7 April
- Taranaki 2050 in Conversation: Our energy landscape in 2050 – 26 April
- Taranaki 2050 in Conversation: Designing Lifestyles for the Future – 10 May
- Techweek 2022 – 16-20 May
- Taranaki 2050 in Conversation: Food and Fibre value chains in 2050 – 24 May
- Branching Out: Introduction to Diversification Thinking - the Grains and Legumes Value Chain, and project venture blueprints launch - May 2022
- Stratford Business Association introduction event 2 June
- Taranaki 2050 in Conversation: Māori economic development and enterprise – 7 June
- Powerup Kickstart – completion of programme and finals night – 29 June
- Commencement of new VT Chief Executive and new trustees – May/June
- Completion of Taste of Taranaki Pop-Up analysis and report - May



DECISION REPORT



F19/13/04 – D22/12876

To: Policy and Services Committee
From: Roading Asset Manager
Date: 26 April 2022
Subject: Proposed Change to the Speed Limit for Opunake Road

Recommendations

1. THAT the report be received.
2. THAT in accordance the Stratford District Council Speed Limits Bylaw 2020, clause 8, the committee approves the recommendation to change the speed limit along Opunake Road from 100km/h to 80km/h.
3. THAT the extent of the speed limit from RP0.0 (Elizabeth Grove) to RP16.75 (District Boundary).
4. THAT the 80km/h speed limit will take effect from 1 June 2022.

Recommended Reason

The Government Policy Statement for Land Transport 2021/22-2030/31 has a strategic priority relating to road safety including a desire to reduce the death and serious injury crashes by 40 percent by the year 2030. This “Road to Zero” vision is one of the primary focuses of the current Government and thus encouraging all local authorities and agencies to play their part in achieving this goal. Opunake Road has been identified as one of our highest risk roads within the Stratford District.

/
Moved/Seconded

1. Purpose of Report

- 1.1 The purpose of this report is for the Policy and Services Committee to recommend a speed limit change for Opunake Road from its intersection with Elizabeth Grove to the district boundary. The current speed limit is posted at 100km/h. This report proposes to change that speed limit to 80km/h exercising the powers of clause 8 of the Stratford District Council: Speed Limits Bylaw 2020. This new speed limit will be enforceable for a length of 16.75km of Opunake Road from the Stratford town boundary heading in a westerly direction.

2. Executive Summary

- 2.1 The Stratford District Council: Speed Limit Bylaw 2020, clause 8 provides for the Stratford District Council to set safe and appropriate speed limits across the roading infrastructure by way of a Council resolution.
- 2.2 A meeting with Stratford District Council, South Taranaki District Council and Waka Kotahi New Zealand Transport Agency (NZTA) relating to the safety risk of Opunake Road was held in June 2020. The recommendation from Waka Kotahi’s Safe Network Programme “Pipeline Tool” suggested the speed limit should be reduced to 60km/h. This proposal would not be supported by the community, therefore an alternative speed limit was proposed, that being 80km/h.

There is another option available to Council, which is to spend around \$5.3million on safety improvements over a 10 year period. This “Engineering Up” is one of the three options recommended by Waka Kotahi to address safe and appropriate speeds for rural

roads. The “engineering up” option would entail significant roading improvements along the corridor so that the road can remain at 100km/h. The other two options are:

- Self-Explaining Roads – the geometry of the road is such that the actual speeds are lower than posted, ie narrow, winding roads, with blind corners and crest curves;
- Challenging Conversations – seeking community feedback on a proposal to reduce the posted speed limit. This report provides the feedback of that “challenging conversation” for this proposed speed limit change.

- 2.3 It should be noted, the average traveling speed along Opunake Road is in the order of 80 – 85km/h as recorded in Waka Kotahi’s MegaMaps safe network tool.
- 2.4 The Stratford District Council has received funding through Waka Kotahi’s “Road to Zero” strategy of almost \$1.90m over the term of the 2021 – 2024 Long Term Plan (LTP) period. Of this \$1.9m, \$1.275m has been specifically allocated to safety improvements for Opunake Road for the current LTP period. This includes the funding necessary for this proposal. Beyond 2024 and subsequent LTP periods, Waka Kotahi have approved a further \$1.15m for safety improvements to Opunake Rd. All of the above funding is to be used for identified safety improvements, in conjunction with the proposed speed limit reduction.

3. Local Government Act 2002 – Section 10

Under section 10 of the Local Government Act 2002, the Council’s purpose is to “enable democratic local decision making by and on behalf of communities; as well as promoting the social, economic, environmental, and cultural well-being of communities now and into the future”			
Does the recommended option meet the purpose of the Local Government 4 well-beings? And which:			Yes - This provides for local democratic decision making for a proposed reduction of an existing speed limit along the entire length of Opunake Road that is within the Stratford district
Social	Economic	Environmental	Cultural
✓	✓	✓	✓

The proposal is to seek the approval of the Policy and Services Committee to recommend the proposed speed limit reduction along Opunake Road from 100km/h to 80km/h.

Whilst the Government Policy Statement (GPS) for Land Transport strongly encourages all Territorial Authorities to improve road safety within their territorial area, changing speed limits can be an emotive subject. In order to achieve these changes, we need to take the community with us and seek their feedback. The feedback from community has been received, with submissions closing on Monday 13 September 2021. The comments received will be discussed under section five of this report.

4. Background

- 4.1 Opunake Road has been identified on Waka Kotahi’s “MegaMaps” as a road that is in the top 10 percent high risk roads within our district. Of all the local roads within our district, Opunake Road has the worst crash history over the last five years. The table below indicates the number and severity of the crashes during the period 1 January 2016 to 30 March 2022.

Road Name	Non Injury	Minor Injury	Serious Injury	Fatal
Opunake Road	31	12	5	*3

*Note – The fatal crash that occurred at the intersection of Rowan Rd and Opunake Road on 12 February 2020 has not been shown in the CAS report attached in Appendix 1.

For the elected members information, a copy of the crash report has been included in **Appendix 1**, which provides some details as to the possible causation factors of the crashes. The social cost of these 51 crashes is \$16.52m.

Please note the number of crashes in the table above does not include the crashes that are not reported to the Police, for example a vehicle crashing through a farmer's fence, no injury but property damage only. So, potentially there could be more crashes than noted above, simply due to the fact that we are not aware of them.

As mentioned above, all local authorities are encouraged to play their part in reducing the country's death and serious injury crashes (DSI). One of our own key performance indicators for the Department of Internal Affairs, shows a reducing trend of minus one (-1) for DSI's each year. One way of achieving this is to reduce the speed limits on the district roads. Reducing speed limits provides for the most cost-effective method of reducing the nations road toll.

5. Consultative Process

5.1 Public Consultation - Section 82

A report was presented to the Policy and Services Committee on 23 February 2021 to request permission to consult on a proposal to reduce the speed limit along Opunake Rd from 100km/h to 80km/h. This permission was duly granted and endorsed at the Ordinary Council meeting on 9 March 2021.

The proposal was put to the community via a letter to residents living on the road as well as the side roads. This was dated 5 August and has been included in **Appendix 3**, seeking their feedback by 13 September.

Similarly, an article was placed on the Council's website and facebook page on 16 August 2021, along with an article in Central Link on 18 August 2021, all seeking feedback by 13 September.

The council received 64 submissions, an excel spreadsheet summarising the comments received has been included in **Appendix 4**. The actual submissions are included in **Appendix 5**, as some of them are quite length for the summary table.

Council also received comments via the facebook page from the residents of Kaponga. As these comments were quite derogatory in relation to the community's driving ability, or lack of it, these comments will be dis-regarded.

Out of the 64 submissions received, 30 residents are in favour of the proposal, the other 34 being opposed to the proposal. Some of the comments relating to the objections received include:

- This penalises law abiding drivers;
- Lowering the speed will not fix the problem, fix the road;
- Travelled the road for years and never had a mishap;
- Fix the road;
- Drivers should stick to the 100km/h;
- Reducing the speed will have an impact on haulage companies travelling to Kapuni;
- Maintain the road to a good standard:
- What is the evidence that speed is the issue, rather than other factors?

These comments can be read in full in **Appendix 5**.

5.2 Māori Consultation - Section 81

No specific consultation is required with Tangata Whenua as there was the opportunity to comment as part of the wider communications undertaken for this proposal.

6. Risk Analysis

Refer to the Council Risk Register - available on the Council website.

- Does this report cover any issues that relate to any risks on the Council Risk Register, and if so which risks and what are the impacts and likelihood of eventuating?
- Does this report cover any issues that may lead to any new risks that are not on the Council Risk Register, and if so, provide some explanation of any new identified risks.
- Is there a legal opinion needed?

6.1 The risks associated with this proposal are as follows:

Risk No. 4 – Bylaws and Policies. IF Council fails to keep Policies and Bylaws up to date, THEN the Policies and Bylaws may become unenforceable and irrelevant, and council could be acting illegally, or the policy is not fit for purpose.

This risk has been mitigated by the 2020 Speed Limits Bylaw.

Risk No. 48 – Maintenance Contractor fails to deliver. IF maintenance contractor fails to deliver contractual service necessitating termination of contract and re-tendering, THEN assets may become under threat, unreliable, or unable to meet community needs.

This risk has been mitigated as the maintenance contractor is aware of our proposal and will provide the resources necessary to install 42 signs, poles and ground sockets by the effective date of this proposal.

Risk No. 90 - Quality Infrastructure. IF Council infrastructure assets are unsafe and cause harm, public damage or endanger the public, THEN Council's reputation may be at risk, and Council could be subject to various forms of penalties.

This risk is mitigated by virtue of this proposal to provide a safer road corridor for Opunake Rd.

7. Decision Making Process – Section 79

7.1 **Direction**

	Explain
Is there a strong link to Council's strategic direction, Long Term Plan/District Plan?	Yes – Our Long Term Plan states that we will provide a safe environment for our community.
What relationship does it have to the communities current and future needs for infrastructure, regulatory functions, or local public services?	Yes – This provides for good quality infrastructure and regulatory function by way of local Bylaws. This will assist with the reduction of the road toll on local roads and provide for a safe and efficient transportation network.

7.2 **Data**

- Do we have complete data, and relevant statistics, on the proposal(s)?
- Do we have reasonably reliable data on the proposals?
- What assumptions have had to be built in?

Crash data is held within Waka Kotahi's Crash Analysis System or CAS. Also, Waka Kotahi's MegaMaps software indicates this road is high risk. The MegaMap also indicates the safe and appropriate speed for Opunake Rd is 60km/h not the 80km/h that we consulted on. Our view is the 60km/h speed limit will not be supported by the community, whereas an 80km/h speed limit maybe.

Included in **Appendix 1** is the crash report from 1 January 2016 to 30 March 2022.

Included in **Appendix 2** is a speed statics report following a speed / traffic count undertaken between 4 February 2021 and 18 February 2021. The counter was located at RP14.87 which is mid-way between Manaia Rd and Rowan Road. Over the period of the survey, the counter recorded 8872 vehicles giving a speed profile as follows:

- Posted speed = 100km/h
- Vehicles exceeding posted speed = 6337 or 71.43%
- Mean speed exceeding = 117km/h
- Maximum speed recorded = 159km/h
- Minimum speed recorded = 10km/h
- Mean speed = 109km/h
- 85 percentile speed = 128km/h
- 95 percentile speed = 141km/h
- Median speed = 108km/h

As can be seen from these statistics above, the speed at the location of the counter is excessive. One would expect the speeds closer to Stratford to be less due to the topography of the road, hence the average speed being noted in the 80km/h – 85km/h range. This speed is determined from the historical speed count data held in RAMM which is used by Waka Kotahi for the MegaMaps system to develop the road risk rating and the safe and appropriate speed for individual roads.

7.3 **Significance**

	Yes/No	Explain
Is the proposal significant according to the Significance Policy in the Long Term Plan?		
Is it: • considered a strategic asset; or	Yes	This road is designated a Primary Collector Road under the One Network Road Classification system and provides a connection to South Taranaki district. This road corridor is extensively used by the trucking industry for the haulage of products to and from Kupe and Kapuni.
• above the financial thresholds in the Significance Policy; or	No	
• impacting on a CCO stakeholding; or	No	
• a change in level of service; or	Yes	This report proposes to reduce the speed limit on Opunake Rd from 100km/h to 80km/h for the purposes of improving road safety and to reduce the road toll.
• creating a high level of controversy; or	Yes	Reducing speed limits is a very emotive subject, as can be read in the submissions received.
• possible that it could have a high impact on the community?	Yes	Reducing the speed may slightly increase travel times, however, this minimal delay in travel time has to be offset against the safety improvement and the reduced risk of serious or fatal crashes occurring in the future.

In terms of the Council's Significance Policy, is this proposal of high, medium, or low significance?		
High	Medium	Low
✓		

7.4 Options

An assessment of costs and benefits for each option must be completed. Use the criteria below in your assessment.

1. What options are available?
2. For **each** option:
 - explain what the costs and benefits of each option are in terms of the present and future needs of the district;
 - outline if there are any sustainability issues; and
 - explain if the outcomes meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions?
3. After completing these, consider which option you wish to recommend to Council, and explain:
 - how this option is the most cost effective option for households and businesses;
 - if there are any trade-offs; and
 - what interdependencies exist.

The options for this report are as follows:

Option 1 – Do nothing, the existing posted speed limit remains along with the potential for further crashes to occur along Opunake Rd. This could possibly have a negative impact on our desire to reduce the number of DSI's on the roads within the Stratford district.

Should Council decide to adopt Option 1, then we would be required to “engineer up” the existing road at a potential cost in the range of \$5m - \$10m to address this road safety risk to provide a safe roading corridor. This is mainly due to the topography of the road geometry, with blind crest curves, deep gullies, high banks which would require filling or cutting back to provide a significantly improved road layout which is capable of allowing vehicles to travel at 100km/h.

Given the significant cost of road improvements in the current market, this “engineering up” could take in excess of 10 years to be completed. Council and Waka Kotahi would have to commit to spending in the order of \$1m per annum to achieve this. It is highly unlikely that Waka Kotahi would approve the funding to such a degree, when modest improvements along with a speed limit reduction can be undertaken more cost effectively.

Option 2 – Approve the recommendation to reduce the speed limit on Opunake Road from the existing 100km/h to the proposed 80km/h, effective from 1 June 2022. **This is the recommended option.**

7.5 Financial

- Is there an impact on funding and debt levels?
- Will work be undertaken within the current budget?
- What budget has expenditure come from?
- How will the proposal be funded? eg. rates, reserves, grants etc.

The cost to implement this change along with identified road safety improvement projects has been approved and funded by Waka Kotahi through the Road to Zero Programme. The Financial Assistance Rate for this work is 61%.

Council has \$80,000 set aside for this proposal which has been approved by Waka Kotahi under the Road to Zero programme.

7.6 **Prioritisation & Trade-off**

- Have you taken into consideration the:
- Council's capacity to deliver;
 - contractor's capacity to deliver; and
 - consequence of deferral?

The time lag between approving this recommendation to the implementation date, is for the maintenance contractor to procure the required signage, including the posts, and ground sockets. These will be installed in the time leading up to 1 June, should this proposal be supported and endorsed by Council.

If this proposal is not supported, then there is a risk that the road toll for this road will continue to increase over time, as the engineering improvements will take numerous years to be completed.

7.7 **Legal Issues**

- Is there a legal opinion needed?
- Are there legal issues?

This proposal is being undertaken using the Stratford District Council – Speed Limits Bylaw 2020, clause 8, which provides council with the authority to amend speed limits as it deems necessary to improve road safety.

The new Setting of Speed Limits Rule 2021 is currently going through the Parliamentary process to become Law. Once this has been completed, the new Rule, will be the tool that all Road Controlling Authorities (RCA) will use for any subsequent speed limit changes. The new Rule also requires RCA's to develop a Speed Management Plan for the road network for their respective districts. This is a 10 year plan, with a focus being placed on the first three years.

As part of our legal obligations for setting of speed limits we have to undertake consultation with the community and statutory consultees, who are:

- Waka Kotahi NZ Transport Agency;
- The Automobile Association;
- Police;
- Road Transport Association;
- National Road Carriers

The comments from these organisations have been included in the summary table in **Appendix 4**, along with their actual comments in **Appendix 5**.

7.8 **Policy Issues - Section 80**

- Are there any policy issues?
- Does your recommendation conflict with Council Policies?

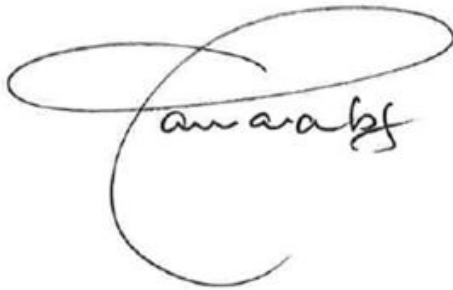
This is consistent with our policies and Bylaws.

Attachments

- Appendix 1** Crash analysis – Opunake Road
- Appendix 2** Speed Statistics Report
- Appendix 3** Letter to residents
- Appendix 4** Submission Summary and Management Response
- Appendix 5** Submissions



Stephen Bowden
Roading Asset Manager



[Endorsed by]
Victoria Araba
Director - Assets



[Approved by]
Sven Hanne
Chief Executive

Date 19 April 2022

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Crash Analysis System (CAS) | NZTA



Appendix 1

Untitled query

TLA (Territorial local authority)

Stratford District

Crash severity

Fatal Crash, Serious Crash, Minor Crash, Non-Injury Crash

Crash date

01/01/2016 – 30/03/2022

On state highway

No

Crash road

OPUNAKE ROAD

Plain English report

50 results from your query.

Showing 20 [100](#) results at once.

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Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost (\$m)
OPUNAKE ROAD		MANGATOKIITI RIV BR	160m	S			1702217	5640890	174.186722	-39.375416	201700094	11/04/2017	Tue	15:00	Car/Wagon1 WDB on Opunake lost control on curve and hit Car/Wagon2 head on, Car/Wagon2 hit non specific ditch	CAR/WAGON1, alcohol test below limit, drugs proven, lost control when turning	Dry	Bright sun	Fine	Nil (Default)	Unknown	1	0	1	5.96
OPUNAKE ROAD		MANGATOKIITI RIV BR	186m	N			1702449	5641138	174.189385	-39.373153	2021194503	13/07/2021	Tue	06:45	SUV1 EDB on OPUNAKE ROAD missed inters or end of road, SUV1 hit ditch	-	Ice or Snow	Twilight	Fine	Nil (Default)	Nil	0	0	0	0.04
OPUNAKE ROAD		MANGATOKIITI RIV BR	210m	N			1702465	5641151	174.189560	-39.373035	201717586	20/09/2017	Wed	13:53	Truck1 EDB on Opunake Road lost control turning right, Truck1 hit non specific cliff	TRUCK1, swerved to avoid vehicle TRUCK2, swung wide on bend	Dry	Overcast	Fine	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD		MANGATOKIITI RIV BR	30m	S			1702322	5640960	174.187943	-39.374775	201837418	10/04/2018	Tue	19:30	Car/Wagon1 NDB on Opunake road lost control turning left, Car/Wagon1 hit non specific bridge	CAR/WAGON1, alcohol test below limit, inappropriate speed for road conditions, lost control - road conditions, ENV: heavy rain, strong wind	Wet	Dark	Heavy rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD		MANGATOKIITI RIV BR	380m	S			1701712	5640842	174.180878	-39.375904	201961533	12/03/2019	Tue	07:58	Car/Wagon1 EDB on OPUNAKE ROAD, MAHOE, STRATFORD lost control turning left; went off road to right, Car/Wagon1 hit embankment (driven over), fence	CAR/WAGON1, inappropriate speed for road conditions, lost control - road conditions, ENV: loose material on seal, road under construction or maintenance	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD		MANGATOKIITI RIV BR	95m	S			1702275	5640917	174.187407	-39.375163	2020158902	09/07/2020	Thu	06:45	Car/Wagon1 EDB on Opunake Road lost control turning left; went off road to right, Car/Wagon1 hit bank	CAR/WAGON1, alcohol test below limit, lost control - road conditions, ENV: road slippery due to frost or ice	Ice or Snow	Twilight	Fine	Nil (Default)	Nil	0	0	1	0.11
OPUNAKE ROAD		MANGATOKIITI RIV BR	300m	E			1702350	5641001	174.188248	-39.374401	201642445	04/07/2016	Mon	07:50	Car/Wagon1 EDB on OPUNAKE ROAD lost control turning right, Car/Wagon1 hit non specific bridge, non specific fence, non specific water,	ENV: road slippery due to frost or ice	Ice or Snow	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD		WAINGONGORO BR	1m	N			1705904	5642549	174.229263	-39.360023	201973258	04/07/2019	Thu	07:00	Car/Wagon1 EDB on OPUNAKE ROAD hit obstruction, Car/Wagon1 hit farm animals (straying)	CAR/WAGON1, alcohol test above limit or test refused	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	CARDIFF ROAD			I			1706090	5642470	174.231430	-39.360718	201632587	04/02/2016	Thu	17:00	SUV1 EDB on OPUNAKE ROAD hit Car/Wagon2 turning right onto AXROAD from the left	CAR/WAGON2, did not check/notice another party from other dirn, failed to give way at priority traffic control, suddenly braked	Dry	Bright sun	Fine	T Junction	Stop	0	0	0	0.04

https://cas.nzta.govt.nz/query-builder

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Crash Analysis System (CAS) | NZTA

Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost (\$m)
OPUNAKE ROAD	CARDIFF ROAD		137m	W			1705874	5642551	174.228915	-39.360006	2021195103	13/07/2021	Tue	04:30	Car/Wagon1 WDB on OPUNAKE ROAD lost control turning left; went off road to right, Car/Wagon1 hit bridge	-	Ice or Snow	Dark	Snow	Nil (Default)	Nil	0	0	0	0.04
OPUNAKE ROAD	CARDIFF ROAD		61m	N			1705944	5642539	174.229736	-39.360104	201977391	07/12/2019	Sat	13:00	Car/Wagon1 EDB on OPUNAKE ROAD, CARDIFF, STRATFORD lost control on curve and hit Ute2 head on	UTE2, alcohol test below limit CAR/WAGON1, alcohol suspected, lost control - road conditions, ENV: slippery road due to rain	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	1	0	1.46
OPUNAKE ROAD	CLIMIE ROAD		1358m	E			1707298	5643037	174.245361	-39.35457	201974002	12/07/2019	Fri	10:01	Car/Wagon1 EDB on Opunake Road lost control; went off road to left, Car/Wagon1 hit bank, drainage	CAR/WAGON1, alcohol test below limit, new driver/under instruction, while returning to seal from unsealed shoulder	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	CLIMIE ROAD		40m	E			1706122	5642494	174.231796	-39.360497	201752804	14/10/2017	Sat	21:54	Car/Wagon1 EDB on Opunake Road lost control turning left, Car/Wagon1 hit non specific pole	CAR/WAGON1, lost control when turning	Dry	Dark	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	HASTIE RD		1175m				1708101	5643293	174.254639	-39.353050	201954832	02/05/2019	Thu	23:50	Car/Wagon1 EDB on Opunake road lost control; went off road to right, Car/Wagon1 hit fence	CAR/WAGON1, alcohol suspected, too far right	Dry	Dark	Fine	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD	HASTIE ROAD		1330m	W			1707948	5643289	174.252869	-39.353107	201747625	31/07/2017	Mon	08:50	Van1 WDB on OPUNAKE ROAD swinging wide hit Car/Wagon2 head on, Van1 hit non specific tree, non specific ditch	VAN1, swung wide on bend CAR/WAGON2, alcohol test below limit, lost control avoiding another party, swerved to avoid vehicle	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	HASTIE ROAD		1350m	W			1707928	5643283	174.252625	-39.353165	201819763	17/11/2018	Sat	03:30	Car/Wagon1 EDB on OPUNAKE ROAD, CARDIFF, STRATFORD lost control turning right, Car/Wagon1 hit non specific fence, non specific pole	CAR/WAGON1, alcohol suspected, speed entering corner/curve, too far left	Dry	Dark	Fine	Nil (Default)	Unknown	0	1	0	1.46
OPUNAKE ROAD	HASTIE ROAD			I			1709200	5643657	174.267334	-39.349636	201637965	11/05/2016	Wed	09:08	SUV1 EDB on OPUNAKE ROAD lost control; went off road to left, SUV1 hit non specific fence	SUV1, lost control - road conditions, new driver/under instruction, ENV: heavy rain	Wet	Overcast	Heavy rain	T Junction	Stop	0	0	0	0.04
OPUNAKE ROAD	HASTIE ROAD		573m	W			1708665	5643465	174.261158	-39.351423	2020170932	20/11/2020	Fri	20:00	Car/Wagon1 EDB on OPUNAKE ROAD lost control; went off road to left, Car/Wagon1 hit bank	CAR/WAGON1, alcohol test above limit or test refused, other lost control, speed on straight	Dry	Dark	Fine	Nil (Default)	Nil	0	0	0	0.04
OPUNAKE ROAD	HASTIE ROAD		952m	S			1708324	5643293	174.257236	-39.353021	2022209712	03/01/2022	Mon	21:00	Car/Wagon1 WDB on OPUNAKE ROAD lost control turning right; went off road to left, Car/Wagon1 hit bank	-	Dry	Dark	Fine	Nil (Default)	Nil	0	0	1	0.11
OPUNAKE ROAD	HASTIE ROAD		950m	W			1708326	5643295	174.257248	-39.353008	201613345	20/05/2016	Fri	16:30	Motorcycle1 WDB on OPUNAKE ROAD lost control turning right	MOTORCYCLE1, lost control when turning, ENV: slippery road due to rain	Wet	Overcast	Heavy rain	Nil (Default)	Unknown	0	1	1	1.49

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Crash Analysis System (CAS) | NZTA



Untitled query

TLA (Territorial local authority)

Stratford District

Crash severity

Fatal Crash, Serious Crash, Minor Crash, Non-Injury Crash

Crash date

01/01/2016 – 30/03/2022

On state highway

No

Crash road

OPUNAKE ROAD

Plain English report

50 results from your query.

Showing 20 100 results at once.

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Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost \$(m)
OPUNAKE ROAD	HASTINGS ROAD		935m	E			1703688	5641600	174.203690	-39.368839	201960619	02/03/2019	Sat	04:15	Car/Wagon1 WDB on Opunake road lost control; went off road to left, Car/Wagon1 hit bank	CAR/WAGON1, alcohol test below limit, fatigue due to lack of sleep	Dry	Dark	Fine	Driveway	Unknown	0	0	0	0.04
OPUNAKE ROAD	HASTINGS ROAD		730m	W			1702241	5640899	174.187012	-39.375332	201614926	07/08/2016	Sun	03:20	Car/Wagon1 WDB on Opunake road lost control turning right, Car/Wagon1 hit non specific fence, non specific pole	CAR/WAGON1, alcohol test above limit or test refused, lost control when turning, speed entering corner/curve	Dry	Dark	Fine	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD	HASTINGS ROAD		1000m	W			1701975	5640908	174.183914	-39.375282	201600179	07/08/2016	Sun	12:12	Motorcycle1 WDB on OPUNAKE ROAD hit rear end of Car/Wagon2 stop/slow for obstruction	CAR/WAGON2, attn diverted by scenery/persons outside vehicle MOTORCYCLE1, alcohol test below limit, failed to notice car slowing, stopping/stationary	Wet	Overcast	Light rain	Nil (Default)	Unknown	1	0	0	5.96
OPUNAKE ROAD	HASTINGS ROAD			I			1702826	5641286	174.193741	-39.371777	201737403	19/04/2017	Wed	09:45	Car/Wagon2 turning right hit by oncoming Car/Wagon1 SDB on Opunake Road	CAR/WAGON2, alcohol test above limit or test refused, did not check/notice another party from other dirn, failed to give way at priority traffic control	Dry	Overcast	Fine	Crossroads	Give way	0	0	0	0.04
OPUNAKE ROAD	HASTINGS ROAD		150m	E			1702964	5641325	174.195335	-39.371407	2020165032	17/05/2020	Sun	15:44	SUV1 EDB on Opunake Road lost control turning right; went off road to left, SUV1 hit drainage, hedge	SUV1, alcohol test below limit, new driver/under instruction, other lost control	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	HASTINGS ROAD		1320m	E			1704063	5641607	174.208038	-39.368736	201819149	03/11/2018	Sat	21:30	Van1 WDB on OPUNAKE ROAD, CARDIFF, STRATFORD lost control turning right, Van1 hit non specific cliff, non specific ditch	VAN1, alcohol suspected, too far left	Wet	Dark	Heavy rain	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD	MANAIA ROAD			I			1698613	5639724	174.145075	-39.386340	2021197828	12/08/2021	Thu	19:30	Car/Wagon1 SDB on OPUNAKE ROAD hit Car/Wagon2 turning right onto AKROAD from the left, Car/Wagon1 hit traffic sign, bank	CAR/WAGON1, alcohol suspected CAR/WAGON2, alcohol test below limit, did not check/notice another party from other dirn, failed to give way at priority traffic control	Wet	Dark	Light rain	T Junction	Give way	0	0	1	0.11
OPUNAKE ROAD	MANAIA ROAD			I			1698629	5639751	174.145248	-39.386097	201653136	10/11/2016	Thu	07:30	Car/Wagon1 NDB on Manaia rd missed intersection or end of road, Car/Wagon1 hit non specific cliff	CAR/WAGON1, alcohol test above limit or test refused, other lost control	Dry	Overcast	Fine	T Junction	Give way	0	0	0	0.04
OPUNAKE ROAD	MANAIA ROAD		830m	E			1699338	5640212	174.153412	-39.381855	201970036	07/06/2019	Fri	16:45	Truck1 NDB on OPUNAKE ROAD, MAHOE, STRATFORD lost control turning left; went off road to left	TRUCK1, alcohol test below limit, other lost control, too far left	Dry	Twilight	Fine	Nil (Default)	Unknown	0	0	0	0.04

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Crash Analysis System (CAS) | NZTA

Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost (\$/m)
OPUNAKE ROAD	MANAIA ROAD		1120m	N			1699577	5640371	174.156162	-39.380394	2021201350	29/09/2021	Wed	13:40	Truck1 EDB on OPUNAKE ROAD missed inters or end of road, Truck1 hit bank, fence	TRUCK1, alcohol test below limit, cutting corner on bend	Dry	Overcast	Fine	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD	MANAIA ROAD&CR&LF;		1350m	W			1697573	5638956	174.133102	-39.393375	201896170	16/12/2018	Sun	18:00	Car/Wagon1 EDB on OPUNAKE ROAD, MAHOE, STRATFORD lost control turning left; went off road to right, Car/Wagon1 hit fence	CAR/WAGON1, alcohol suspected, fatigue due to lack of sleep, other inattentive, swung wide on bend	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	PALMER ROAD		380m	W			1700608	5640784	174.168060	-39.376560	201615164	12/07/2016	Tue	08:00	Car/Wagon1 EDB on Opunake road lost control; went off road to right, Car/Wagon1 hit non specific cliff	CAR/WAGON1, lost control - road conditions, ENV: road slippery due to frost or ice	Ice or Snow	Bright sun	Fine	Nil (Default)	Unknown	0	0	1	0.11
OPUNAKE ROAD	PALMER ROAD		400m	W			1700589	5640790	174.167847	-39.376511	201715843	22/07/2017	Sat	12:20	Bus1 EDB on Opunake Road lost control; went off road to left, Bus1 hit non specific cliff	BUS1, other lost control, too far left, ENV: road slippery (oil/diesel/fuel)	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	0	2	0.11
OPUNAKE ROAD	PALMER ROAD		520m	W			1700475	5640828	174.166519	-39.376179	201742774	29/06/2017	Thu	06:50	Car/Wagon1 EDB on Opunake Road lost control turning right, Car/Wagon1 hit non specific embankment	CAR/WAGON1, lost control - road conditions, ENV: road slippery due to frost or ice	Ice or Snow	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	PALMER ROAD		500m	W			1700494	5640821	174.166733	-39.376240	201842697	30/06/2018	Sat	08:14	Van1 EDB on Opunake road lost control turning right, Van1 hit non specific cliff	VAN1, alcohol test below limit, lost control - road conditions, other inexperience, ENV: road slippery due to frost or ice	Ice or Snow	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	PALMER ROAD		50m	W			1700924	5640719	174.171738	-39.377102	201897993	26/08/2018	Sun	14:40	Car/Wagon1 EDB on OPUNAKE ROAD, MAHOE, STRATFORD lost control but did not leave the road	CAR/WAGON1, other illness, other lost control	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	PALMER ROAD		470m	W			1700524	5640817	174.167088	-39.376267	2020162391	25/08/2020	Tue	12:00	Truck1 EDB on OPUNAKE ROAD, MAHOE, STRATFORD lost control turning right; went off road to left, Truck1 hit embankment (driven over), fence	TRUCK1, alcohol test below limit, attn diverted by console inbuilt features radio/ac, too far left	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	PALMER ROAD		830m	W			1700235	5640663	174.163757	-39.377693	201738928	13/05/2017	Sat	01:00	Car/Wagon1 WDB on Opunake rd lost control turning left, Car/Wagon1 hit non specific embankment, non specific fence	CAR/WAGON1, lost control - road conditions, speed entering corner/curve, swung wide on bend	Wet	Dark	Heavy rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	POTO ROAD		360m	W			1704437	5641906	174.212341	-39.365997	201718414	17/10/2017	Tue	23:30	Van1 NDB on Opunake rd lost control turning left, Van1 hit non specific embankment	VAN1, alcohol test above limit or test refused, casually thrown from vehicle, swung wide on bend	Dry	Dark	Fine	Nil (Default)	Unknown	0	2	0	1.46
OPUNAKE ROAD	POTO ROAD		281m	W			1704476	5641961	174.212782	-39.365493	2020155550	15/06/2020	Mon	16:50	Car/Wagon1 NDB on OPUNAKE ROAD lost control turning left; went off road to right, Car/Wagon1 hit bank, ditch	CAR/WAGON1, alcohol test below limit, lost control - road conditions, new driver/under instruction, ENV: other slippery road	Wet	Overcast	Fine	Nil (Default)	Nil	0	0	0	0.04

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Crash Analysis System (CAS) | NZTA



Untitled query

TLA (Territorial local authority)

Stratford District

Crash severity

Fatal Crash, Serious Crash, Minor Crash, Non-Injury Crash

Crash date

01/01/2016 – 30/03/2022

On state highway

No

Crash road

OPUNAKE ROAD

Plain English report

50 results from your query.

Showing 20 100 results at once.

41-50 of 50

Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost (\$m)
OPUNAKE ROAD	POTO ROAD		747m	S			1704198	5641603	174.209625	-39.368755	201961531	12/03/2019	Tue	12:10	Truck1 WDB on Opunake road swinging wide hit Car/Wagon2 head on	TRUCK1, swung wide on bend	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	POTO ROAD		668m	S			1704266	5641640	174.210403	-39.368408	201899057	05/11/2018	Mon	07:35	Car/Wagon1 SDB on OPUNAKE ROAD missed inters or end of road, Car/Wagon1 hit fence	CAR/WAGON1, lost control when turning, too far left	Dry	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	POTO ROAD		157m	E			1704760	5642251	174.216033	-39.362850	2020148627	12/03/2020	Thu	12:30	Car/Wagon1 EDB on OPUNAKE ROAD lost control; went off road to left, Car/Wagon1 hit concrete	UTE2, attention diverted by cell phone, failed to give way entering roadway from driveway CAR/WAGON1, swerved to avoid vehicle	Dry	Overcast	Fine	Driveway	Nil	0	0	1	0.11
OPUNAKE ROAD	POTO ROAD		500m	W			1704366	5641785	174.211533	-39.367096	201645154	29/07/2016	Fri	18:13	Car/Wagon1 NDB on Opunake Road lost control; went off road to right, Car/Wagon1 hit non specific fence, non specific pole, non specific ditch,	CAR/WAGON1, alcohol test below limit, windows/helmet/glasses misted/dirty, wipers useless	Wet	Dark	Light rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	POTO ROAD		950m	W			1704005	5641624	174.207367	-39.368591	201832102	01/02/2018	Thu	13:00	load or trailer from Truck1 WDB on Opunake Road hit VEHB, Truck1 hit non specific cliff	TRUCK1, alcohol test below limit, lost control when turning	Wet	Overcast	Heavy rain	Nil (Default)	Unknown	0	0	0	0.04
OPUNAKE ROAD	POTO ROAD		633m	S			1704288	5641664	174.210648	-39.368195	201933505	29/04/2019	Mon	16:20	Car/Wagon1 NDB on Opunake Road lost control turning left; went off road to left, Car/Wagon1 hit bank	CAR/WAGON1, alcohol test below limit, lost control - vehicle fault, new driver/under instruction, worn tread on tyre, ENV: slippery road due to rain	Wet	Overcast	Light rain	Nil (Default)	Unknown	0	1	1	1.46
OPUNAKE ROAD	RONALD ROAD		187m	E			1705350	5642394	174.222863	-39.361485	2021206056	25/11/2021	Thu	04:00	Car/Wagon1 WDB on OPUNAKE ROAD lost control; went off road to right, Car/Wagon1 hit fence, stream	CAR/WAGON1, alcohol test above limit or test refused, other lost control, speed on straight	Dry	Dark	Fine	Nil (Default)	Nil	0	0	1	0.11
OPUNAKE ROAD	ROWAN ROAD			I			1695712	5638548	174.111557	-39.397263	201635129	06/04/2016	Wed	08:28	Van1 WDB on OPUNAKE ROAD hit rear of Truck2 WDB on OPUNAKE ROAD turning right from left side	TRUCK2, turned from incorrect position on road VAN1, misjudged intentions of another party	Dry	Bright sun	Fine	Crossroads	Give way	0	0	0	0.04
OPUNAKE ROAD	ROWAN ROAD		1340m	W			1694422	5638201	174.096619	-39.400532	201642724	11/07/2016	Mon	09:55	Van1 EDB on Opunake road lost control; went off road to right, Van1 hit non specific fence, non specific ditch	VAN1, inappropriate speed for road conditions, lost control - road conditions, ENV: road slippery due to frost or ice	Ice or Snow	Bright sun	Fine	Nil (Default)	Unknown	0	0	0	0.04

2022 - Policy & Services - April Open - Decision Report - Proposed Change to the Speed Limit for Opunake Road

11/04/2022, 11:47

Crash Analysis System (CAS) | NZTA

Crash road	Side road	Feature	Distance from side road/feature	Direction	Reference station	Route position	Easting	Northing	Longitude	Latitude	ID	Date	Day of week	Time	Description of events	Crash factors	Surface condition	Natural light	Weather	Junction	Control	Casualty count fatal	Casualty count serious	Casualty count minor	Social cost (\$m)
OPUNAKE ROAD	ROWAN ROAD		730m	W			1694937	5638337	174.102585	-39.399246	201976782	05/06/2019	Mon	18:23	SUV1 WDB on Opunake rd hit obstruction, SUV1 hit farm animals (straying)	SUV1, alcohol test below limit, EMV: farm animal straying	Wet	Dark	Light rain	Nil (Default)	Unknown	0	0	0	0.04

41-50 of 50

Appendix 2

AMTANZ Ltd Speed Statistics

SpeedStat-245 -- English (ENZ)

Datasets:

Site: [Opunake Rd] 034-000078-014847
Attribute: 14847
Direction: 6 - West bound A>B, East bound B>A. **Lane:** 0
Survey Duration: 11:45 Thursday, 4 February 2021 => 12:16 Thursday, 18 February 2021,
Zone:
File: Opunake Rd 0 2021-02-18 1217.EC0 (Plus)
Identifier: SQ49E4P7 MC5900-X13 (c)MetroCount 09Nov16
Algorithm: Factory default axle (v5.07)
Data type: Axle sensors - Paired (Class/Speed/Count)

Profile:

Filter time: 11:46 Thursday, 4 February 2021 => 12:16 Thursday, 18 February 2021
(14.0213)
Included classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed range: 10 - 160 km/h.
Direction: North, East, South, West (bound), P = East, Lane = 0-16
Separation: Headway > 0 sec, Span 0 - 100 metre
Name: Default Profile
Scheme: Vehicle classification (NZTA2011)
Units: Metric (metre, kilometre, m/s, km/h, kg, tonne)
In profile: Vehicles = 8872 / 8950 (99.13%)

Speed Statistics

SpeedStat-245

Site: Opunake Rd.0.1WE
Description: 034-000078-014847
Filter time: 11:46 Thursday, 4 February 2021 => 12:16 Thursday, 18 February 2021
Scheme: Vehicle classification (NZTA2011)
Filter: Cls(1-13) Dir(NESW) Sp(10,160) Headway(>0) Span(0 - 100) Lane(0-16)

Vehicles = 8872

Posted speed limit = 100 km/h, Exceeding = 6337 (71.43%), Mean Exceeding = 117.27 km/h

Maximum = 159.9 km/h, Minimum = 10.2 km/h, Mean = 109.3 km/h

85% Speed = 127.98 km/h, 95% Speed = 140.58 km/h, Median = 107.82 km/h

20 km/h Pace = 96 - 116, Number in Pace = 4311 (48.59%)

Variance = 325.26, Standard Deviation = 18.03 km/h

Speed Bins (Partial days)

Speed	Bin	Below	Above	Energy	vMult	n * vMult
0 - 10	0 0.000%	0 0.000%	8872 100.0%	0.00	0.00	0.00
10 - 20	5 0.056%	5 0.056%	8867 99.94%	0.00	0.00	0.00
20 - 30	7 0.079%	12 0.135%	8860 99.86%	0.00	0.00	0.00
30 - 40	19 0.214%	31 0.349%	8841 99.65%	0.00	0.00	0.00
40 - 50	24 0.271%	55 0.620%	8817 99.38%	0.00	0.00	0.00
50 - 60	48 0.541%	103 1.161%	8769 98.84%	0.00	0.00	0.00
60 - 70	40 0.451%	143 1.612%	8729 98.39%	0.00	0.00	0.00
70 - 80	190 2.142%	333 3.753%	8539 96.25%	0.00	0.00	0.00
80 - 90	608 6.853%	941 10.61%	7931 89.39%	0.00	0.00	0.00
90 - 100	1594 17.97%	2535 28.57%	6337 71.43%	0.00	0.00	0.00
100 - 110	2378 26.80%	4913 55.38%	3959 44.62%	0.00	0.00	0.00
110 - 120	1716 19.34%	6629 74.72%	2243 25.28%	0.00	0.00	0.00
120 - 130	1092 12.31%	7721 87.03%	1151 12.97%	0.00	0.00	0.00
130 - 140	681 7.676%	8402 94.70%	470 5.298%	0.00	0.00	0.00
140 - 150	349 3.934%	8751 98.64%	121 1.364%	0.00	0.00	0.00
150 - 160	121 1.364%	8872 100.0%	0 0.000%	0.00	0.00	0.00
160 - 170	0 0.000%	8872 100.0%	0 0.000%	0.00	0.00	0.00
170 - 180	0 0.000%	8872 100.0%	0 0.000%	0.00	0.00	0.00
180 - 190	0 0.000%	8872 100.0%	0 0.000%	0.00	0.00	0.00
190 - 200	0 0.000%	8872 100.0%	0 0.000%	0.00	0.00	0.00

Total Speed Rating = 0.00

Total Moving Energy (Estimated) = 0.00

Speed limit fields (Partial days)

Limit	Below	Above
0 100 (PSL)	2535 28.6%	6337 71.4%

Appendix 3



Our reference
F/XX-D/XX

Date 5 August 2021

Insert Address1
Insert Address2
Insert ADDRESS3

Dear Resident

Opunake Road Speed Limit Review

Stratford District Council is proposing to amend the speed limit on Opunake Road, from the intersection of Elizabeth Grove to the district boundary with South Taranaki District Council.

As a regular user of this road, you're invited to provide feedback on this proposal, including whether you agree or disagree with this proposed change and why.

What are we proposing?

We're proposing to reduce the existing 100km/h speed limit to an 80km/h speed limit from RP0.0 (Intersection of Elizabeth Grove) to RP16.75 (District Boundary). If this proposal is supported by the community, the proposed speed limit will take effect from 1 November 2021.

Why are we reviewing the speed limit for Opunake Road?

Waka Kotahi New Zealand Transport Agency has undertaken a review of New Zealand's entire roading network to identify the top 10% highest risk roads that are located within each local authority boundary. This is part of the Government's *Road to Zero* vision, which aims to reduce the road toll in New Zealand by 40% before 2030. As part of this review Opunake Road has been identified as a high risk road within the Stratford District.

In the last five years there have been 57 crashes that have occurred on Opunake Road, and sadly some of these have been fatal. Considering this information a review of the current speed limit is required and can be done under Section 8 of Stratford District Council's Speed Limits Bylaw 2020.

You can find a copy of the bylaw and more information on this proposal at stratford.govt.nz

How can I have a say?

We value your feedback on this proposal.

Please send your comments for consideration by 4.30pm Friday 27 August 2021 using one of the below:

- Email feedback@stratford.govt.nz and use "Opunake Road Speed Limit" as the subject line
- Write to Roading Asset Manager, Stratford District Council, P O Box 320, Stratford 4352
- Complete our online form at stratford.govt.nz

If you have any questions on the proposal, please contact me on 06 765 6099.

Yours faithfully

Stephen Bowden
Roading Asset Manager

Stratford District
In the heart of Taranaki

63 Miranda Street, PO Box 320, Stratford 4352
Phone: 06 765 6099 | stratford.govt.nz

Appendix 4

Opunake Road Speed Limit Review - Proposed 80km/h

	Responder	Support Y/N	Comments	Management Response
1	Mr B. Walsh	No	Penalising law abiding road users.	Unfortunately this will always be the case when lowering speed limits.
2	Mr. I Greenbank	Yes	Vertical and horizontal obstructions limit visibility. Often tailgated when driving his light truck.	The geometry of the road is a challenge which in itself you would think would control the speeds and provide a safe roading environment.
3	Mr M. Rivers	Yes	Unforgiving road with no roadside shoulders, lanes need to be widened	Future road safety projects will widen the lanes and provide shoulders which are more forgiving. Even so this will be challenging as there are steep banks or deep drop offs close to the road.
4	Mrs. L. Corkill	No	Totally against the proposal as she has been driving this road for 40 + years. As a volunteer ambulance officer, often attended emergencies and drove the road safely in excess of the 100km/h speed limit.	Some comments about the condition of the road (potholes) and Dunns Bridge. Repairs programmed and waiting on funding for Dunns Bridge repairs.
5	Mr B. Crate	Yes	Attended far too many motor vehicle crashes that could have been avoided had speed been reduced.	As a first responder, the fire service are often the first emergency service at the scene of a road crash.
6	Mrs. J. Hartley	No	Shouldn't need to regulate every windy road. If we reduce the speed on this road, then what about Cardiff Rd, Monmouth Rd and Beaconsfield Rd? We are over regulated.	This could lead to a future review of the roads that surround Opunake Rd. Under the new Setting of Speed Limits Rule 2021, SDC has to develop a Speed Management Plan which is valid for 10 years, and reviewed every three years as part of the Regional Land Transport Plan.
7	Mrs. M Dettling	No	Lowering the speed will not fix the problem when people are already speeding. Fix the road in dangerous spots and use more "slow down" signs.	As part of this proposal, to supplement the lower speed limit are isolated safety improvements.
8	Mrs. T Meier-Waite	Yes	Already had three near misses in the last twelve months since moving to Hastie Rd.	Supports the reduction in the speed limit as a result of some near misses.

9	Mr. S Dimmock	Yes	The road is windy, narrow, hilly and setting the speed limit to 80km/h will hopefully make motorists drive slower and less likely to drift across the centreline. Some concerns about lack of enforcement if the speed is lowered.	There is likely to be some localised safety improvements. We are part of the Roadsafes Taranaki Action Group, which has Police representatives, who cover enforcement. We can have a conversation with the Police to encourage some enforcement if this proposal is adopted.
10	Mr P. Denham	No	Travelled the road for years in trucks and never had an accident or a mishap. Most of the accidents caused by driver inattention and not driving conditions and absolute idiots who cause chaos on the road and speeding.	The fact that Peter has not had an incident is not sufficient for the speed limit to remain at 100km/h, the statistics talk for themselves.
11	Mr. R. Dodds	Yes	Having drive the road for 35 years as a shift worker at the energy sites in STDC he has encountered black ice, large trucks and trailer over the centreline, drivers exceeding the speed limit, sunstrike morning and evening.	Not much we can do about the sunstrike issue, but the road code does say the driver should slow down.
12	Mr. D Megaw	Yes	Very limited shoulder verge on either side of the road, driveways with restricted vision and drivers cutting corners.	As part of this proposal is to undertake road improvements over the next 10 years subject to NZTA funding. These will address the narrow shoulders.
13	Mrs. M. Smith	No	Melissa lives on Hastings road and drives this road everyday, she does not need a 80km/h speed limit, just needs fixing properly	We have a programme of pavement repairs to undertake on Opunake Rd this year to address the worst areas.
14	Mrs. K Morrison	Yes	It would be a relief if the speed limit were lowered to 80km/h. I ride by bike around Stratford, specifically avoiding Opunake Rd because the cars go too fast around the corners to avoid hitting her. It would be good to widen the shoulders also.	As mentioned before, there are planned improvements to the road subject to NZTA funding approval.
15	Mr and Mrs. J Craig	Yes	This is an easy fix and long overdue and Christine lives in Elizabeth Grove, so vehicles entering Stratford do not slow down at the 50km/h signs near Elizabeth Grove. Big positive step for everyone.	Christine has often experienced cars approaching her road from the west at speeds in excess of 50km/h. This should reduce that approach speed.
16	Mr. A Cotter	No	Andrew doesn't believe the speed limit should be dropped, rather incremental improvements made to the road. Many of the accident locations maybe attributed to poor driving rather than the road.	These are valid points, however the cost to improve the road so it is safe to drive at 100km/h will be in excess of \$5m, funds that we do not have available. We would have to develop a very strong business case to NZTA to seek this level of funding for one road.

17	Mrs. J. Rawlinson	No	Object to lowering the speed limit, it is not the road, it is the drivers. If the drivers stick to the 100km/h rather than treating the road like a rally stage, there would not be any accidents. Drive the road to the conditions.	The 100km/h or 80km/h speed limit is not a target, everybody should drive the road to the prevailing conditions at the time.
18	Mr. G. Morresey	Yes	Graeme sees traffic passing his property everyday at 100kph+. Change the speed to 80km/h. Good luck with compliance.	We will discuss enforcement with our Police colleagues should this proposal be endorsed by Council.
19	Mr. S. Singh	Yes	Mr Singh supports the reduction in the speed limit for the following reason: Reduced speeds reduce accidents; when vehicle speed reduce, people are more likely to choose alternatives, like walking and cycling; travelling at reduced speed motorist are more likely to stop at roadside stalls enriching the community.	Even with a reduced speed of 80km/h, there would need to be significant investment to provide safe cycle lanes along Opunake Rd. I am not sure if there is anywhere that roadside stalls could be provided for local trade, this would need to be reviewed as part of the Mobile Shops Bylaw.
20	Mr P. Holdaway (phone call no submission attached)	Yes	He supports the change although is somewhat frustrated that council in the past has not invested in widening the road in order for trucks to drive along the road without having to cross the centreline or put the trailer wheels onto a steep shoulder. If the road had been improved over the last 20 years, the 80km/h speed limit would not be necessary.	Unfortunately the cost of improving the road to the standard Mr Holdaway requires would cost in my estimation at least \$10m, due to high banks and deep gullies that would require trimming and filling to form wider and shallower roadside drains/shoulders.
21	Mrs. H. Dimock	No	Considers 90km/h is more appropriate than 80km/h.	NZTA do not allow 90km/h speed limits anymore. Furthermore a 10km/h speed reduction will have little safety benefits.
22	Mr. R. Vosseler	Yes	The road is extremely dangerous given the number of accidents. There are numerous subdivisions completed or in progress which will increase the traffic volume.	Ralph's comments are current as there is a lot of subdivision activity in progress. He himself is proposing a 13 Lot subdivision for land on Hastie Rd, which will use Opunake Rd for access.
23	Mrs F Croot - Automobile Association	Yes	The AA policy reflects the principle that the setting of speed limits must be based on the risk and make sense to the driver. In the opinion of the AA, Opunake Rd presents itself as being a 80km/h road.	Welcome comments from one of the statutory consultees.

24	Mr. S. Nicholas	No	Uses the road very regularly and reducing the speed would impact on his driving time. People will still speed and drive dangerously irrespective of the posted speed limit. Speed reduction will lead to frustration and encourage drivers to break the speed limit rules. Other factors may have a bearing on the crashes, drugs, drink, inattention rather than just speed.	Some of the crashes are loss of control in icy conditions and some will be impairment via drink or drugs.
25	Mrs. K. Payne	Yes	Country road with many tricky corners and bridges. It can be rough going in icy weather. Highly practical to reduce the speed to help save further accidents and injuries.	
26	Mr. G. Bunting	Yes	Supports the proposed speed limit as the data held in Megamaps is marginal between a 60km/h and 80km/h safe and appropriate speed.	
27	Mr. S. Chapple	No	Reducing the speed will have an impact on the haulage companies trying to deliver product from Kapuni to the port. This will reduce the number of trips that can be made in a day from 5 to 4. Would sooner see improvements undertaken on the road.	As mentioned above, the 80km/h speed limit will be supported with localised safety improvements, subject to funding.
28	Mrs. B. Mitchell	No	People should drive to the conditions of the road and weather within the current 100km/h and advisory speeds around corners. Lowering the speed would frustrate drivers and not slow down the drivers who do not obey speed limits anyway.	Enforcement would be required to "re-train" drivers to drive at a more appropriate speed.
29	Mr. and Mrs. M. Smith	Yes	As residents on the road they have witnessed 3 accidents directly outside their house (243). The road is not suitable for 100km/h with many dips, corners and blind spots. However, if it were to be lowered more policing would be required.	
30	Mrs. C. Luxton	No	The problem isn't the speed limit, the problem lies with the idiotic tourists stopping in the middle of the road. The nature of the road causes far more problems than the speed limit. Lowering the speed limit will push people to try to pass unsafely, especially tractors. Provide passing lanes or widen the berm and shoulders.	Construction of passing lanes on this road cannot be justified primarily due to the significant costs involved, as the road geometry is very challenging with high banks and deep gullies. Extensive land take would be required.

31	Mr. B. Lewis	No	It is too easy for council/government to fail to design, implement and maintain safe roading. The roading should be made fit for purpose, upgrading the road perceived to be causing a problem. If roads were maintained to a good standard road speed should be increasing NOT decreasing. It is an unacceptable excuse that this Labour government increasingly uses for its bad budgetary and physical management of NZ roads.	The cost to improve the road to retain the 100km/h is in excess of \$5m as mentioned earlier.
32	Mr and Mrs. B. Gut	Yes	As residents on this road we do agree that the speed limit needs to be lowered to 80km/h. We have witnessed many accidents on this road, some right on our doorstep. Also along this road there are increasing amount of hidden driveways and more land being subdivided for lifestyle blocks these are adding to the danger of the road.	There are plans for further subdivisions along Opunake Rd which will increase the volume of the traffic using this road. This is one of our primary routes with 20% of the traffic by volume, being HCV's.
33	Mr. W. Smith	Yes	Fully supports the reduction of the speed limit. The road is characterised by a lot of undulations and corners which together create a lot of blind spots on the road. I feel that 80km/h is a more sensible, safer and optimal speed for this section of Opunake Rd.	The average speed for Opunake Rd is in fact 85km/h so reducing this to 80km/h will bring this average speed lower than 80km/h thereby making it safer. For every 10km/h reduction in speed limit you achieve 2-3km/h reduction in actual speeds, which is enough to save somebody's life.
34	Mr. and Mrs K. Smith	Yes	We support the proposal to reduce the speed to 80km/h. The current speed is too high for the contour and camber of the road. As residents we have to take precautionary measures when approaching their vehicle entrance; leaving their property; crossing the road to go to the mailbox. Compliance with a reduced speed limit will ensure less likelihood of accidents.	
35	Mrs. D. Cameron	Yes	I support the change to 80km/h. The statistics clearly shows the road needs to be treated with care. When leaving Elizabeth Grove, traffic rarely slow down to 50km/h when entering Stratford. It is surprising the fatality rate is not higher.	

36	Waka Kotahi	Yes	We can advise the speed limit proposal relating to Opunake Rd meet the requirements of the Land Transport Rule: Setting of Speed Limits 2017 and the intent of the Speed Management Guide.	
37	Mrs A. Nicholas	No	Lives on Palmer Rd and frequent driver along Opunake Rd. Would like to understand the rationale for reducing the speed limit from 100km/h to 80km/h. Before any changes he would like to see the evidence where speed is entirely the cause of the accident.	SDC officers can review the reports for the crashes over the last five years. Not all will be speed related, as there will be loss of control, alcohol impairment. Reducing the speed will make the severity of the crash less.
38	Mr. D. Smith	Yes	Mr Smith has witnessed a number of these accidents but the speed of some of the going past his property he is surprised there aren't more crashes.	
39	Mr. R Mattock	Yes	This is a great idea. I'm a landowner on Opunake Rd for 20 years and have seen quite a lot on this portion of road over the years. He has noticed; lack of sight from property entrances; cars passing when visibility is not great; road conditions not great given 100km/h with larger trucks and agricultural vehicles; sun strike in the morning and afternoon.	
40	Mr. J. Clarkson	No	Mr Clarkson objects to the proposal, citing that NZTA's recommendation to lower the speed limits appears to be the only answer to any roading issue. The problem is the drivers not the road.	
41	Mrs. R. Morrison	Yes	I absolutely agree to the proposed speed change due to the dangerous corners, cambers and lack of sight lines to potential hazards.	
42	Mr. C. Hinton	No	Carl feels it could have an effect of the Stratford economy. Farmers coming into town for supplies may go elsewhere as it is quicker. Also tradesmen heading out to a job will be slower, potentially increasing the cost to the customer.	Unlikely to have a material effect o Stratford economy. The average speed at present is 85km/h, so the extra time to drive the road is negligible.
43	Mr. T. Coombes	No	He travels to road three times a week at 100km/h and it is not a problem. Your graph show no deaths so why change? Put a passing lane in after the Cardiff Walkway bridge over the hill to Ronald Rd, there is your problem solved. Change to 80km/h and watch the crash rate go up.	Firstly, there have been three fatalities on this road, as shown in the table. Secondly, the passing lane cannot be justified based on the costs of construction.

44	Amy	No	Before reducing the speed the road needs massive repairs. One lane bridges all need repair, lowering the speed limit will not fix the problem.	Improvements are planned to be undertaken in conjunction with the proposed speed limit reduction, subject to NZTA funding.
45	Popes Kaponga	No	Lived in Kaponga district for 65 years, spent winter nights travelling Opunake Rd to Stratford. The current speed limit is adequate and should not be reduced, the road needs fixing, steep shoulders and cambers. Drive to the conditions.	
46	Insp B. Dewar	Yes	Taranaki Police support this review changing the road speed based on the nature of the road, the crash data and incidents attended.	
47	Mrs. R. Phillips	No	I don't think the speed limit should be reduced to 80km/h, people just need to drive to the conditions.	
48	Mrs. T. Milich	Yes	I think it's a great idea. The road itself is good but prone to fog, frost, sun strike and heavy rain. I drive this road often and I drive to the conditions, often driving at 70 to 70km/h as I feel it is not safe to do more. However, other motorists seem to possess magical abilities to see through dense fog or sun strike.	
49	Mr. K. Simpson	No	The greatest issue is not the speed of traffic but the quality and upkeep of the road itself. Opunake Rd has many corners that cannot be taken at 100km/h but are not signposted. Reducing the speed will not fix this.	
50	Mrs. J Ross	No	I travel this road twice daily and have never witnessed an accident. My belief is accidents have occurred because drivers have made poor decisions, it is not speed. Please look at other ways to reduce accidents, signage and so forth.	Localised safety improvements will compliment the reduced speed limit. To build the road to drive safely at 100km/h, to provide widened shoulders will cost in the order of \$10m.
51	Mrs. A. Smith	No	See written submission	
52	Mrs. K. Smith	No	Should undertake minor and major improvements first.	
53	Taranaki District Health Board	Yes	See written submission	
54	mr. B. Bailey	No	See written submission	

55	Mr. S. Matthews	No	Doesn't think the speed reduction will have any affect on the crash rate. Since the recent improvements has the crash rate been reviewed, how many speeding tickets are issued? Repair the armco barriers.	We can review the crash rate over the last 12 months when compared to the previous 4 years. Funding from NZTA has been secured for the installation and repair of armco roadside barriers.
56	Mrs. T. Smith	No	Reducing the speed will not reduce the number of accidents. The statistics have not taken into account the causation of the crashes, further investigation into the causes should be done. More signage on problem corners.	The speed reduction will be complimented by engineering works that will address many of the comments this submitter has mentioned. We cannot change climatic conditions, i.e. ice or sun strike. Roadsafe Taranaki is founded on educating the driving public to drive to the conditions as well as various other programmes run through Roadsafe Taranaki and our partners.
57	Mr and Mrs. D. Hurley	No	Too many big trucks, perhaps a speed camera, instead of lowering the speed limit, fix the road instead.	As commented previously, improvements to the road will be part of the 10 year plan as well as the speed limit reduction.
58	Mr and Mrs D. Hjorring	No	No merit for 80km/h over the 17km length proposed. Some merit from town boundary to Cardiff Rd due to the increase in development. From Cardiff to district boundary the road should be improved.	This is a different perspective in terms of splitting the speed limit at Cardiff Road. Similar call for improvements and not lowering the speed.
59	Mr and Mrs G Muggerridge	No	Absolutely do not agreed to lowering the speed limit. Keep it at 100km/h and fix the sharp slopes. Fix the road instead.	As before improvements will compliment the lowering of the speed limit.
60	Mrs. J. McGaughey	Yes	Please lower speed limit as she lives on Celia Street and fed up hearing cars flying passed her house which is in the 50km/h. A speed camera on Celia Street please.	Motorists should be driving passed her house at 50km/h irrespective of the speed on Opunake Rd. Depends where on Celia Street this submitter lives.
61	Mrs. J. Gargan	No	The number of trucks on the road frustrates drivers. Build passing lanes.	Unfortunately Opunake Rd is the recognised HPMV route around Stratford to access the fertilizer works in STDC. Building passing lanes would be cost prohibitive due to the topography of the road.
62	Mr. M. Muller	No	The bridge over Kaupokonui stream and Dunns Bridge are poorly designed and both need improvements. As a rate payer for 45 years have witnessed accidents and sympathise with the families of those killed or injured. Opunake Rd is an important connector road into STDC. Lowering the speed limit is a cheap option for SDC.	Dunns Bridge is due for repairs in 2021/22.

63	Mrs I. Wilson	No	Reducing the speed doesn't address the root cause of the safety, which is poor maintenance and quality. The road needs to be made safer by installing barriers, medians and signs for bends.	Funding approved for improvements for the next three years.
64	Mr and Mrs. M. Hancock	Yes	We are in favour especially after hearing of the speeds some people are doing on this road, it needs to be policed. It would be a good idea to extend the 80km/h along Cardiff Rd as well.	I cannot comment about the lack of enforcement by the Police, this is an issue for them to address. As for Cardiff Road, this can be considered if this proposal is supported.

Appendix 5

1

Dear Council

In regards to altering
speed limit on Opunake Road.
I use this road frequently.
In my opinion by lowering speed
limit you are penalising abiding
road users for the stupid few
that won't regard speed limit
anyway. If they can't read
road signs or obey them
they shouldn't be driving.
Whatever happened to driving to
the conditions.

yours faithfully
B. West.

19-8-21

2

loading assist Manager SDC

Re Opunake Road

- * At 80 KMH my light truck handles well but I am often tailgated
- * At 100 KMH I know my Landcruiser is not a sports car but I am as often tailgated
- * Oncoming traffic averages 18 over the last ten years or so between Manuka Road and town
- * Overtakers are rarely frustrated by oncoming traffic but rather by limited forward vision
- * Vertical obstructions to forward vision are important on this road as well as corners
- * I observed the wonderful improvements on this road in the 1960's - it is a very good road considering the topography
- * Like other regular users I am able to predict most accidents and have witnessed many speed-related accidents and some fatalities
- * The increased volume of H traffic set the stone at above their legal speed limit.

① 80 KMH

② signage warning of limited passing opportunities

Yours faithfully

Jan Greenbank
Manuka Road.

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:46 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Matthew Rivers <[REDACTED]>
Sent: Monday, 23 August 2021 9:49 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Hi,

Yes I absolutely believe the speed limit should be no more than 80 km/ hr on Opunake Road. We have just built a new home close to corner of Climie Road and Opunake Rd. Bit of a street racing problem on the corner with people using the corner to drift at 2am in the mornings especially on Friday and Saturday nights.

Also, the lanes need to be widened on Opunake Road. Along with no shoulder in most places it is a very unforgiving road. Especially with its abundance of corners and hills (often blind).

Thanks,

Matt.

[REDACTED]

[REDACTED]

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:47 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Corkill, Lynda [REDACTED] >
Sent: Monday, 23 August 2021 8:37 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Good morning

I am totally against reducing the speed limit on the Opunake Road. I have been driving this road for some 40+ years and it has improved immensely over this time. There are some corners between Oeo and Auroa Roads that as a driver need to be treated with respect. I recently retired from 10 years as a volunteer ambulance officer and I although I live in Opunake most weekends I worked out of the Stratford Station and did many Red Calls under lights travelling at the limit ie 120-130km/hr and felt very safe on this road and there is certainly no need to change any speed limits. I do my weekly grocery shops in Stratford and travel this road at least once a week.

However I would say right now the condition is very poor with the amount of potholes – I don't think I have ever known it to be in such a bad state, plus some of the bridges are poor one in particular that you have to slow down to cross it even though it is a dual carriageway. There have been signs put there for sometime for 70km to cross that particular bridge but you still hit it with a bump.

Lynda Corkill
Specialist Maintenance Planner

Please note the change in my DDI number

OMV New Zealand Limited
Delivery Address: Maui Production Station, 57 Tai Road, Opunake 4681

Postal Address: Private Bag 2035, New Plymouth 4340
Delivery Address: Paritutu Stores, Paritutu Road, New Plymouth 4310
Tel: +64 (0)6 7616171
Mobile: +64 27 242 8127

[REDACTED]
<http://www.omv.com>

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Ben Crate
Organisation name	Fire and Emergency New Zealand - Stratford Brigade
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

The council's proposal to reduce the existing 100km/h speed limit to an 80km/h speed limit is a very good move for this stretch of road.

I have attended far too many Motor Vehicle Accidents (MVAs) in FENZ capacity that could have been avoided if speed had been reduced.

Tick this box if you'd like to speak to Council about your submission at the hearing.

N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

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63 Miranda Street
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Stratford
Taranaki

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Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Joyce Hartley
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	Have the numbers of users of this road also been taken? It is a high use road with people travelling to kapuni etc. I agree the road has many bends and needs to be travelled carefully in places. 100k is foolish on most of that road but where does personal responsibility come in here? Surely we shouldnt have to regulate every road that is windy. I think, leave it as it is. People will still speed regardless of the limits imposed. If you reduce the speed on this one, then Cardiff Road, Monmouth Road, Beaconsfield Road, and many others, also need to be reduced. We are over regulated.
Tick this box if you'd like to speak to Council about your submission at the hearing.	N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

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Stratford
Taranaki

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Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Marie Dettling
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	Lowering the limit to 80km will not fix the problem when people are speeding already. Fix the road in dangerous spots and maybe more slow down signs.
Tick this box if you'd like to speak to Council about your submission at the hearing.	N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:50 p.m.
To: Erin Bishop
Subject: FW: Opunake road speed limit

From: tracey lee Meier-waite [REDACTED] >
Sent: Friday, 20 August 2021 8:28 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake road speed limit

Hi there

Would just like to let you know that I agree to changing the speed limit to 80kms. I now live on Hastie Road and have done so for less then a year but I have already seen about 3 near misses

Thank you
Get [Outlook for Android](#)

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:11 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Scott Dimock <[REDACTED]>
Sent: Friday, 20 August 2021 8:43 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

I'm a local Taranaki driver who has driven on Opunake road many times during my twenty years of owing a driver's licence and I believe it's a good idea to lower the speed limit to 80kms. Apart from the section of road between Rowan and Auroa road which is reasonably straight, the road is windy, narrow and hilly and setting the speed limit to 80kms will hopefully make motorists drive slower and there will be less chance of motorists drifting across the road and crossing the centre line. Perhaps it wouldn't hurt to install the odd speed camera along Opunake road as well to catch any speeding drivers and catch motorists using mobile phones while driving, we all know Taranaki drivers are bad for breaking these two simple road rules. Despite myself being in favour of lowering the Opunake road to 80kms I have my doubts that some drivers will be in favour of this idea and if it is enforced they may not obey the new speed limit because I know for a fact some drivers are impatient and in too much of a hurry these days. In conclusion I say "lower the speed limit to 80kms".

Best
Scott
Hawera Resident

Regards
Dimock

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:52 p.m.
To: Erin Bishop
Subject: FW: Speed Reduction - Opunake Road / Stratford

From: Sharron Denham <[REDACTED]>
Sent: Monday, 23 August 2021 4:20 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Fw: Speed Reduction - Opunake Road / Stratford

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Friday, August 20, 2021, 11:42 AM, Steve Chapple <steve.chapple@natroad.co.nz> wrote:

Hi Sharron / Peter

Thank you for taking the time to get back to me with your feedback, I will forward this to the council, also if you want (and possibly will help to get the pint across to the council) send it direct to the council, in the original email I sent out there is a feedback email address included.

Thanks for the talk yesterday Peter.

Cheers

Steve

From: Sharron Denham <[REDACTED]>
Sent: Friday, 20 August 2021 11:30 AM
To: Steve Chapple <steve.chapple@natroad.co.nz>
Subject: Re: Speed Reduction - Opunake Road / Stratford

.In reference to the Stratford District Council wanting to reduce the speed limit on Opunake Road.

After traveling this road all my life (mph days to kph now) the District Council can't or won't fix the road. I have traveled a million miles on this on this road in truck and trailer and cars/utes and have never had an accident or mishap.

The Council is trying to use all the accidents on this stretch of road as an excuse to reduce the limit. Most of these accidents are caused by driver inattention, not driving to the conditions and some absolute idiots who cause chaos on the road and speeding. There seems to be a lack of police presence on this road when it is known for accidents.

I hope this is not anything to do with all the lifestyle blocks being developed along this road with new gateways appearing.

It is totally unfair on the rest of the traveling public who use this road for business purposes and people who bring business to Stratford. By lowering the speed limit people may choose to take their business elsewhere e.g. Opunake or Hawera.

Approximately six months ago a temporary sign has appeared by a bridge which has had a problem for five years or more. Permanent posts have been put in with humps signs on it, how embarrassing, is this the councils way of doing repairs. The noise that comes from the bridge when vehicle go over it must be very annoying for the people in the house in the middle of the night.

The way that potholes are getting fixed today with a bit of hot mix and a pat with the back of a shovel doesn't seem to work, how embarrassing.

My opinion is if the Council don't know how to fix the road then maybe give it to someone who does and stop blaming the speed limit for the problem.

I hope the Council is not going to send law enforcement onto the road if the speed limit is lowered and write out tickets left right and centre to gain revenue

This is my opinion.

Yours faithfully

Peter Denham

Denham Trucking & Digging Ltd

20/08/2021

On Wednesday, 11 August 2021, 10:06:59 am NZST, Steve Chapple
<steve.chapple@natroad.co.nz> wrote:

Hi all

As attached from Stratford District Council.

They are proposing to reduce the speed limit from 100 Km/h to 80 km/h, this will start from where the limit changes from 50 km/h to the current 100 km/h on Opunake road up until the south Taranaki District Boundary, which is roughly 17 km towards Opunake.

We need some responsible feedback / comments to take back to the Council please.

If you have feedback, return email to myself and I will collate into one email / document to get back the Council, they are requesting all feedback by Friday 27th so please get back to me by Monday 23rd.

Cheers

Steve

Steve Chapple

Commercial Transport Specialist | National Road Carriers Association

T: 0800 686 777 | M: 0272 449 557 | E: steve.chapple@natroad.co.nz

'Supporting those who choose to make a living in the Road Transport Industry' Since 1936



Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:53 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Richard [REDACTED] >
Sent: Friday, 20 August 2021 2:06 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Having travelled this stretch of road for work the past 35 years, I would like to vote for speed limit change to 80km.

As a Shift worker at one of the energy sites on lower Palmer Road I have encountered the following hazards over this time:-

Black ice in several places.

Large trucks with trailers over the centre line.

Drivers exceeding the speed limits and cutting corners to my side of the road.

Lots of workers going home after working night shift have mentioned sun strike at sunrise, making driving home towards Stratford difficult, even with sun visor down.

Have stopped numerous times to chase cattle off the road.

Have seen lots of near misses on this stretch of road

Richard Dodds

Ex Operator at Todd Energy

Sent from my Samsung S10

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Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:54 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Daryn Megaw [REDACTED]
Sent: Friday, 20 August 2021 10:54 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Hi,

I support the proposed speed limit change on Opunake Road to 80km/h. I mostly consider the section up to Cardiff road as requiring that. There is very limited verge on either side of the road (especially relevant when considering cyclists on this road and space required for passing them), many driveways with restricted vision and currently quite a few drivers cut corners through this section of road. I believe the speed limit change would bring a significant positive impact to safety.

Regards,
Daryn Megaw
[REDACTED]

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:55 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Melissa Best <[REDACTED]>
Sent: Friday, 20 August 2021 10:42 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Just wanting to have my say on this proposal.

I live on Hastings Road so I drive on Opunake road into Stratford just about everyday.

This road does NOT need to be put to 80km, what needs to happen is the potholes and uneven road needs to be fixed properly!!!!

There are so many potholes along that stretch of road. I got a flat tyre from one of them just this week!

Melissa Smith

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PO Box 320
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Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Kate
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

Hi,

It would be a relief if this speed limit was lowered to 80km/h. I ride my road bicycle around Stratford and specifically avoid Opunake Rd because the cars are going to fast around corners to avoid hitting me. It would be an absolute relief to know that they were going 80km/h.

It would also be useful if the shoulder size was increased, as the road is very narrow.

Regards

Kate Morrison

Tick this box if you'd like to speak to Council about your submission at the hearing.

N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our [privacy statement](#) and that the information you have provided is accurate.

Yes

reCAPTCHA

True

Stratford District Council
 63 Miranda Street
 PO Box 320
 Stratford
 Taranaki

Telephone 06 765 6099
 Email stratforddc@stratford.govt.nz
 Website stratford.govt.nz



Contact details

Contact name	John and Christine Craig
Organisation name	N/A
Contact phone	0272566796
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

We own a property on Elizabeth Grove, so are impacted by the speed on Opunake Road every time we turn into or out of Elizabeth Grove.

Vehicles thunder along past the end of our road from the west, regardless of road markings and signs, then starting to slow down maybe 100m after they have past the end of our road.

Similarly we also see vehicles coming up behind us as we are travelling home up Celia Street, to the west, that are going well over the 50kph speed limit.

Given that we are about to do a right turn in to Elizabeth Grove we are within the limit, but it seems that vehicles that are continuing on as impatient to get to the open road, and we often end up wither being overtaken or with tail gaters. Both these situations are not acceptable and very unsafe for all involved.

The police are aware of these issues, but seem to have problems working out what to do about it.

We believe that reducing the speed limit from 100kph on Opunake Road is long overdue, and also an "easy fix" in the meantime, then assess driver behaviors after that and see if anything further can be done.

This is a really big positive step and is a must for everyone. Thank you for your time and the opportunity to consider this.

John and Christine Craig

Tick this box if you'd like to speak to Council about your submission at the hearing.

N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our [privacy statement](#) and that the information you have provided is accurate.

Yes

reCAPTCHA

True

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Andrew Cotter
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	I dont believe speed limits should be dropped on this road. Incremental improvements to the road should be made where needed - this may be signage, road surfacing, drainage and widening or adding shoulders in places. I believe many of these accidents are likely attributed to poor driving rather than the road - people travelling too fast for the weather conditions (icy/wet road), following too close, pulling out of intersections/driveways without looking etc.
Tick this box if you'd like to speak to Council about your submission at the hearing.	N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:10 p.m.
To: Erin Bishop
Subject: FW: opunake road speed limit

From: Jill Rawlinson [REDACTED] >
Sent: Thursday, 19 August 2021 11:50 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: opunake road speed limit

Hi Stratford District Council

I am objecting to change the speed. The 80 km will be going a fair way of the Opunake road. I believe it is not the road It is the drivers . Treating it like a rally road. If they stick to the 100km and do the right speed on corners there would not be the accidents. Over all the people that are having the accidents are doing more than 100kmor not using commonsense . Since you have put the speed limits up on more dangerous corners there does not seem to have been any more accidents. If you drive to the road condition and drop your speed on slower corners it seems to have worked. It is a matter of commonsense driving.

Dropping the speed limit you will still get drivers not sticking to the limit and they are the ones causing accidents.

Regards Jill Rawlinson

Sent from [Mail](#) for Windows

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:10 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit.

From: Graeme Morresey <[REDACTED]>
Sent: Thursday, 19 August 2021 9:02 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit.

Re Proposal to reduce Speed signage on Opunake Road.

We see the Traffic pass our property everyday travelling at least 100 kph +, past Hastie Road intersection and Elizabeth Grove intersection.

The 50 kph sign 50 metre's from our driveway means very little to the driver coming into town.

Leave the 50 kph signs where they are and change the 100kph on the town side to 80 kph.

Job Done! As for compliance, good luck.

Graeme Morresey

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Suraya Sidhu Singh
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

I live in North Taranaki but I use this route to visit friends and go to sites of interest fairly regularly.

I support the proposed reduction of speed limit between RP0.0 (Intersection of Elizabeth Grove) and RP16.75 (District Boundary).

My reasons:

- Reduced speeds help reduce accidents and the severity of accidents.
- When vehicle speeds reduce in an area, people are more likely to choose alternatives to driving like walking and cycling. This is especially important when children use this route to get to school.
- When people are travelling at reduced speeds they're more likely to stop at local sites, roadside stalls etc, enriching the community.

Finally, thank you for considering this change. It's great to see these kinds of proposals.

Tick this box if you'd like to speak to Council about your submission at the hearing.

N/A

Declaration

By ticking this box and clicking submit, you confirm that you have read our [privacy statement](#) and that the information you have provided is accurate.

Yes

reCAPTCHA

True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:09 p.m.
To: Erin Bishop
Subject: FW: " Opunake Road Speed Limit "

From: Helen Dimock <[REDACTED]>
Sent: Wednesday, 25 August 2021 1:49 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: " Opunake Road Speed Limit "

Hi,

I think lowering the speed limit to 80km/h is too low. If you really think it needs lowering I think 90km/h would suit better.

I drove over this road 5 mornings a week from TeKiri between 2003 – 2010 at 5am in all sorts of conditions. Regularly there were frosts

And even snow a few times. You just slow down to suit but generally this road is fine at 90k/m.

Now I still drive over the road just not as often and have never had any problems. It is not the road just poor drivers.

Regards
Helen Dimock
[REDACTED]

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:04 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit Review
Attachments: CCF_001411.pdf

From: Ralph Vosseler <[REDACTED]>
Sent: Wednesday, 25 August 2021 12:00 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit Review

I am a Director of Alby M Limited who is the registered proprietor of various land affected by the proposed reduction in speed limit.

I am very in support of the speed limit reduction.

The road itself is extremely dangerous which is evidenced by the high number of recorded accidents.

There are numerous recent subdivisions either completed or as a work in progress on the Opunake Road which will increase traffic flow.

I am also in the early stages of a subdivision of the land owned by Alby M Limited and enclose a conceptual plan prepared by BTW Limited. If this proceeds it will in turn add another 13 sections with access out onto Opunake Road.

It is in the future proposed to further subdivide more residential sections and lifestyle blocks to the west and would also access onto Opunake Road.

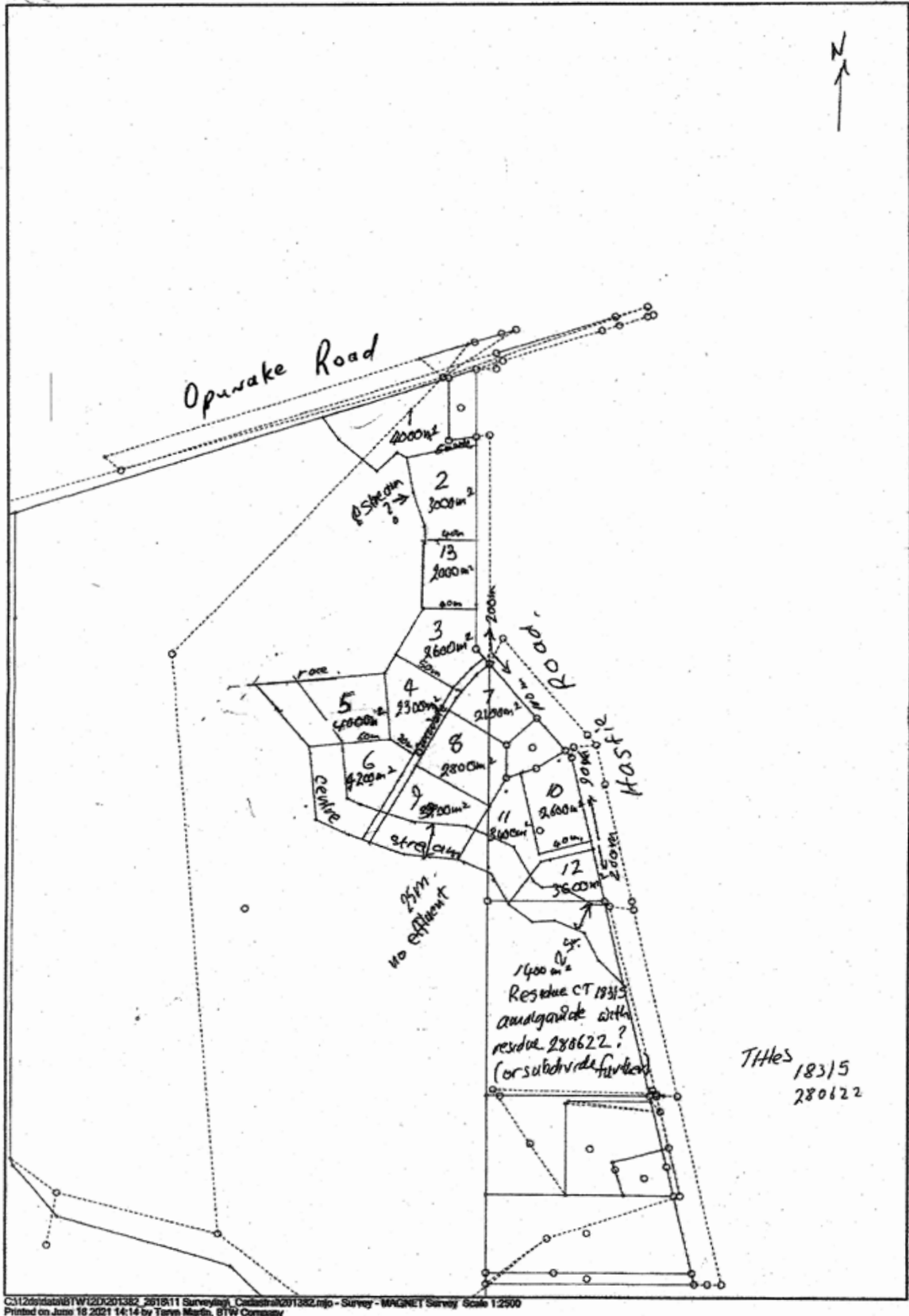
Indeed it would be preferred if the 50km speed limit be moved westward to about 250 metres west of the Hastie Road and Opunake Road intersection.

Please advise if you require anything further.

Yours faithfully

Ralph Vosseler LL.B.

Barrister & Solicitor
PO Box 271
Stratford 4352
Tel: 06-765-8393
Fax: 06-765-8397



Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:07 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Fiona Croot <[REDACTED]>
Sent: Thursday, 26 August 2021 12:56 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

The Taranaki Automobile Association Council, supports the Stratford District Council's proposal to reduce the speed limit from 100km/hr to 80km/hr from the intersection of Elizabeth Grove to the District Boundary.

New Zealand Automobile Association policy, reflects the principle that the setting of speed limits must be based on risk and make sense to the driver if they are to be complied with by the motoring public.

The Taranaki AA Council, is of the opinion that the road in question presents as a 80km/hr road and the proposed change aligns with this policy.

In supporting the change the Council notes that the speed limit change is being made in conjunction with additional safety engineering such as at the Manaia/Opunake Road intersection and the activated warning signs at the Cardiff intersection.

The Council considers these actions by the Stratford District Council to be a commendable multi-faceted approach to improving road safety on the section of Opunake Road which lies in within its jurisdiction.

Fiona Croot

Taranaki District Manager

The New Zealand Automobile Association Incorporated

[REDACTED] [REDACTED] [REDACTED] **W:** aa.co.nz
49-55 Powderham Street, New Plymouth 4310 | PO Box 366, New Plymouth 4340

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Website stratford.govt.nz



24
TE KAUNIHERA Ā ROHE O
WHAKAAHURANGI
STRATFORD
DISTRICT COUNCIL

Contact details

Contact name	Steven Nicholas
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

Hi,
I would like to oppose the proposed speed limit reduction for the opunake road.
This is a road we use very regularly and would certainly impact the amount of driving time that we would face. The people who speed will still speed and drive dangerously whatever the speed limit. There are already signs slowing drivers down on the more difficult corners. We should always drive to the conditions but there are many places that I believe we can travel safely at 100km/hr. There is always the possibility that drivers will simply find alternative routes but many of those alternatives are definitely not as safe to negotiate.
Overall I think this speed reduction will lead to frustration for many drivers and encourage people to break the speed limit rules plus many of the crashes maybe from driver inattention or drug and alcohol related not necessarily traveling at the present speed limit.
Perhaps it would be good to know were there other factors at play when the current crashes have happened and would those drivers have actually observed the proposed speed limit to change the crash outcome.

Yours sincerely
Steven Nicholas

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Stratford District Council
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Stratford
Taranaki

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Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Kate Payne
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	I agree with the proposal to change the speed limit on a section of Opunake Rd to 80kmph. This is a country road with many tricky corners & bridges. It can be rough going in icy weather. For these reasons it is considerably different to a main highway with occasional passing lanes. Therefore highly practical to reduce the speed to help save further accidents & injuries. Regards Kate Payne
--	--

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Wednesday, 20 April 2022 8:28 a.m.
To: Erin Bishop
Subject: FW: Opunake Rd Speed Limit review - Consultation Letter - August 2021 Waka Kotahi

From: Glenn Bunting <[REDACTED]>
Sent: Monday, 16 August 2021 8:20 a.m.
To: Stephen Bowden <SBowden@stratford.govt.nz>
Subject: RE: Opunake Rd Speed Limit review - Consultation Letter - August 2021 Waka Kotahi

Hi Morning Steve - I have had a quick look at this this morning. The 60km/h SAAS is governed by a medium high IRR of 1.68, which is close to the 80km/h cut off of 1.6 for 80km/h to be safe and appropriate. Mean speeds are quite high at 86km/h so I agree your proposal for 80km/h, along with some engineering improvements, is the right way to go.

I will arrange a formal response before the 3rd of September.

Cheers, Glenn

Glenn Bunting / Manager Network Safety
Safety, Health and Environment
Te Roopu Waeture-Regulatory Services



From: Stephen Bowden <SBowden@stratford.govt.nz>
Sent: Friday, 13 August 2021 9:28 AM
To: Glenn Bunting <[REDACTED]>
Subject: Opunake Rd Speed Limit review - Consultation Letter - August 2021 Waka Kotahi

Good morning Glenn,

As promised please find attached our consultation letter to amend the speed limit along Opunake Rd in Stratford.

According to Megamaps the safe and appropriate speed has been listed as 60km/h rather than the 80km/h that we are proposing. The simple and straight forward answer to this is, the community are unlikely to agree with a 40km/h speed limit reduction from 100km/h (existing) to 60km/h (as suggested by Megamaps), therefore my view is one of a compromise of 80km/h along with some engineering safety improvements over the next 10 years (subject to funding of course).

I hope you will look favourably on our proposal and I will look forward to your response in due course.

Regards,

Steve.



Stephen Bowden

Roading Asset Manager – Stratford District.

Dear Stephen

I am writing concerning the proposed Opunake Speed review – reference F16/12135-D21/28726

We have collated some of our members feedback and some of the concerns / questions are

- What is the plan for the other half of Opunake Road looked after by the South Taranaki District Council?
- How about the Roads feeding off Opunake Road, some of these are only single lane e.g., upper Hastings, Ronald, Poto Roads do they all remain at 100 or also drop to 80?
- The Opunake Road is the main route for workers from north Taranaki to get to Fonterra Kapuni, Balance Kapuni and Natural Gas also in Kapuni, these plants all operate 24 hours per day.
- There are a couple of areas that I believe could be improved to help reduce accidents.
 - The two very sharp bends at Cardiff, lots of accidents happen here mainly speed and icy conditions in winter, this spot could be improved.
 - The right-hand turn from Palmer Road onto Opunake Road, this is the main route north for Trucks heading north from the Balance Urea plant, visibility is a big issue here.
- We're not against dropping the speed limit on some roads, there are plenty that are not suitable for 100 kph (maybe 90 might be better) but we're worried that this is just another way of avoiding spending money on improving the roading network?

As an industry we are concerned about the state of the roads overall and worry that they are not fit for purpose, largely due to lack of regular upkeep and quality maintenance, with the easiest option being to lower the speed limits.

We are not opposed to some roads having lower speed limits, but in some cases slowing down the traffic will bring more congestion on the roads and having a negative safety affect.

- It would be interesting to know, on this "high risk road" how many were caused by speed and what were the estimated speeds i.e., of the 57 crashes in the last 5 years
 - How many were speed related,
 - What were the speeds i.e. > 100 km/h, > 90 km/h, > 80 km/h
 - How many were due to driver error i.e., not driving to the conditions, inattention etc
 - How many were due to road conditions, mainly as above icy conditions during the colder months

Although as an industry we are not opposed to some speed reviews / reductions, we feel there are other options to consider first in order to make roads safer, before we move to a blanket speed reduction.

As an industry we see an increased view that would like to see less trucks on the roads, this is a difficult scenario because as the New Zealand population grows so too does the demand for goods that we all expect to have in our everyday life, if we drop some speed limits this will ultimately see more trucks on the road i.e.

- If 1 truck usually delivers 4 loads per day / 20 loads per week from Kapuni to New Plymouth in the allowed timeframe of 13 – 14 hours per day and the speed limit is dropped, meaning possibly in the 13 – 14 hour timeframe the truck can now only deliver 3 loads per day / 15 loads per week, this means an additional truck is needed to deliver the 5 loads that the 1st truck is now unable to deliver, the timeframes etc are exaggerated but this is a real situation that we have seen in some cases with speed reductions around the country, mainly due to long periods of detours / roadworks etc, but the fact is real – the quicker 1 truck can get from A to B the more deliveries can be made ... and vice versa.

- Point to remember – 93 % of all New Zealand freight is moved by Road Transport, and the volume will only increase with the national population, trucks being able to deliver product in a timely manner will mean less trucks on the road.

We as an industry are professionally responsible operators who are committed to a safer roading network, but our concern is that instead of using the income the networks generate from the operators on improving the roads, we are instead seeing more and more often speed limits dropped, whereas we should be seeing road improvements, or at least regular maintenance in order to keep the roads fit for purpose.

Apologies, the last section of this piece is a bit political, this is a frustrating subject for the industry.

It would be great if you were able to provide us with some of the stats from the above questions, and this would certainly help with the justification of the proposed speed reduction.

I look forward to your response and feedback, please feel free to contact me if there is anything I can clarify and or help with.

Regards

Steve

Steve Chapple

Commercial Transport Specialist | National Road Carriers Association

T: 0800 686 777 | **M:** 0272 449 557 | **E:** steve.chapple@natroad.co.nz

'Supporting those who choose to make a living in the Road Transport Industry' Since 1936



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Contact details

Contact name	Bernice Mitchell
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	I do not believe we need to reduce the speed of Opunake Rd to 80km/hr. I believe if people drove to the conditions of the road and weather within the 100km/hr and other recommended speed limits around corners etc. that there would not be the number of crashes we have seen. Lowering the speed to 80km/hr would only serve to frustrate careful drivers and probably not slow down the drivers who take no notice of road speeds anyway.
--	--

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:07 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Lisa Smith [REDACTED]
Sent: Monday, 30 August 2021 2:39 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Good Afternoon

Please note we Marcus and Lisa Smith are in support of lowering the speed limit to 80km. As a resident along this road we have been witness to 3 accidents directly outside our place. The road itself is not suitable for a 100km area, with many dips, corners and blind spots. However if it is to be lowered, more policing either traffic cop or van cameras will be needed.

Kind Regards
Lisa and Marcus Smith

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Contact details

Contact name	Caroline Luxton
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

I do not agree with the proposal to change the speed limit, nor so I believe it should be lowered anywhere along the Stratford-Opunake Road. The problem isn't the 100km limit, which honestly isn't even achievable for most of the road due to corners and hills - the problem lies with idiotic tourists stopping in the middle of the road for photos of the mountain (personally seen multiple times) blind corners on which angry drivers try to pass, tractors on the road causing people to pass where they can, etc etc. The nature of the road layout causes far more problems than the speed limit. This road is already enough of an annoyance on a daily commute to work etc - you ALWAYS get stuck behind someone who has no business driving on a rural road or again a tractor - lowering the speed limit will push more people to try and pass unsafely. If you want to spend money and bog up traffic with more roadworks (as that's all you seem to want to do) - do it by putting in passing lanes or widening the berm on corners so people can see further than 3 meters ahead to get around a tractor.

Declaration

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reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:11 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Barry Lewis [REDACTED]
Sent: Sunday, 29 August 2021 10:05 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Roading Asset Manager

It is too easy for the council/government to fail to design,implement and maintain safe roading. The roading should be made fit for purpose by re-routing intersections, physically upgrading or maintaining the sector of road perceived as causing a problem. With town and city expansion we are rapidly heading to the situation of very limited open road and hence hindering personal and commercial transit. Existing use has to be a high consideration when councils keep approving housing on open road areas , and the owners have to accept the accountability that goes with their build location. Modern vehicles are very safe even on NZs now rapidly deteriorating roads. If roads were maintained to a good standard road speeds should be increasing NOT decreasing. Limiting road speeds is an excuse to improperly plan and provide maintenance funding. It is an UNACCEPTABLE excuse that this current Labour government increasingly uses for its bad budgetary & physical management of NZ roads.

Yours faithfully,
Barry Lewis.

[REDACTED]

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Website stratford.govt.nz



Contact details

Contact name	Margarit and Bruce Gut
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

Tēnā koutou,
we are pleased to hear about the review of the speed limit on Opunake Road.
As residents on this road we do agree that the speed limit needs to be lowered to 80 km/h.
We have witnessed many accidents on this road, some right on our doorstep, some a bit further along and we have had four cars crashing down a bank into one of our paddocks. Speed is definitely a big factor in these accidents as it is a hilly and narrow winding road. While following a big truck filled with urea, we witnessed it tipping right across the road because he just slightly went on to the grass with one wheel going around a corner.
Also along this stretch of road there are an increasing amount of hidden driveways, with more land being subdivided for lifestyle blocks and these are adding to the danger of this road, so lowering the speed limit would help a lot.
In other countries they have lower speed limits for smaller rural roads which makes perfect sense. It is very different driving on the Opunake Road to driving on a motorway, yet the speed limit is the same.
Thank you for hearing our submission and thank you for considering lowering the speed limit on Opunake Road.
ngā mihi
Margarit and Bruce Gut

Declaration

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reCAPTCHA	True

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Contact details

Contact name	WayneSmith
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	I fully support the reduction of the speed limit on the proposed section of the Opunake Road. The road from Stratford to Manaia Road is characterised by a lot of undulation and corners which together create a lot of blind spots on the road. With the present speed limit at 100kph, I believe, for some, this gives a false sense of safe speed. I feel that 80kph is a more sensible, safer and optimal speed for this section of Opunake Road.
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Declaration

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reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:14 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Wendy Smith <[REDACTED]>
Sent: Friday, 27 August 2021 3:53 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

We support the proposal to reduce the speed limit on Opunake Road to 80kph.

The current speed is too high for the contour and camber of the road.

As residents, we have to take precautionary measures when -

- * approaching our vehicle entrance (especially if traffic is behind us)
- * leaving our property (which entails crossing to the other side of the road)
- * crossing the road to go to the mail box.

We also have to advise our visitors to take precautionary measures when leaving our property.

Compliance with a reduced speed limit will ensure there is less likelihood of accidents.

Kelvyn and Wendy Smith
Janet Dunlop



Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:06 p.m.
To: Erin Bishop
Subject: FW: Speed limit change Opunake Rd

From: Desirae <[REDACTED]>
Sent: Friday, 27 August 2021 1:49 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Speed limit change Opunake Rd

I fully support the change if speed limit to 80kph. The statistics clearly shows the road needs to be treated with care.

Living on Elizabeth Grove we frequently hear traffic accelerating at an alarming rate when leaving the town boundary. Also when coming out of Elizabeth Grove traffic rarely slow down to 50kph when entering the township. It is surprising the fatality rate is not higher.

Kind regards

Desirae Cameron

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:45 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Hayley Evans <[REDACTED]>
Sent: Friday, 3 September 2021 3:28 p.m.
To: Stephen Bowden <SBowden@stratford.govt.nz>; Feedback <feedback@stratford.govt.nz>
Cc: Glenn Bunting <[REDACTED]>; Michael Aitken <[REDACTED]>
Subject: Opunake Road Speed Limit

Kia ora Stephen

Thank you for your email regarding speed limit changes on Opunake Road in Stratford district.

Waka Kotahi's role in responding to your request is to consider your proposals against the requirements of the Setting of Speed Limits Rule and the intent of the Speed Management Guide and advise you accordingly.

In this case, we advise that that the speed limit proposals relating to Opunake Road meet the requirements of the Land Transport Rule: Setting of Speed Limits (2017) and the intent of the Speed Management Guide.

If you have any questions or concerns, please contact Glenn Bunting, Manager Network Safety by email at glenn.bunting@nzta.govt.nz

Ngā mihi nui

Hayley

Hayley Evans / Senior Manager, Systems Integrity
Regulatory Services

M +64 21 424 691
E hayley.evans@nzta.govt.nz **w** nzta.govt.nz

Waka Kotahi NZ Transport Agency
Chews Lane Office / 50 Victoria Street
Private Bag 6995, Wellington 6141, New Zealand



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Contact details

Contact name	Ann Nicholas
Organisation name	SE & SA Nicholas Family Trusts
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here To whom it may concern,

I live on the Palmer Rd and am a frequent driver on the above said road, most often from the corner of the Opunake Road to Stratford.

I am very concerned about the number of accidents on this road and note the dangerous hills, blind corners and ditches etc.

However, I would like to understand the rationale of a blanket and seemingly oversimplified solution, i.e, lowering the road speed by 20km/hr. (100km/hr to 80km/hr).

Before any speed limit change I would like to see evidence that the accidents are entirely a speed problem. That is, will a reduction in speed actually change the habits of those causing the accidents. ie In the given accidents who was speeding (age demographics), what time of day/night, was alcohol/drugs involved. Will those currently speeding or not slowing down for adverse conditions, actually lower their speed. Even if the signs say 80km/hour they may still travel at 100km/hr or more. Hence the root of the problem not solved.

Also, I live above the Todd Energy and Ballance companies and on the Palmer Rd. Between 7-8am and 4-6pm Monday to Friday we have a steady stream of traffic that use the Opunake Rd and turn onto and travel down the Palmer Rd. The frustration of lowering the speed limit would be immense. I would suspect the such traffic would then choose to travel through Stratford, turn onto the Eltham Road and then turn onto the Palmer Rd. At first glance this might seem helpful to the Opunake Rd dilemma. However, Stratford town centre is already struggling to handle the congested traffic that travels through the shopping centre.

In conclusion, before any speed change I would like to see

an evidence based decision - not a short term easy fix. I think the Opunake Road itself needs attention removing the more dangerous bends and hills - especially given the amount of traffic (cars and huge trucks) that travels on it.

Yours faithfully
Ann Nicholas

Declaration

By ticking this box and clicking submit, you confirm that you have read our [privacy statement](#) and that the information you have provided is accurate.

Yes

reCAPTCHA

True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:06 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit Review

-----Original Message-----

From: David Smith <[REDACTED]>
Sent: Saturday, 4 September 2021 10:44 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit Review

Dear Mr. Bowden

As a resident of Rowan District for at least 35 years, I've witnessed a number of these accidents. Although I'm not sure they're all accidental. If you could see the speed at which some vehicles go past my place it's surprising more crashes aren't happening.

I would be in favour of an 80km speed limit. Of course there is a speed limit now but lots of folk just take no notice of it. Just one thing I'm wondering how it would be policed. Yours faithfully, David Smith.

Sent from my iPad

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Contact details

Contact name	Royce Mattock
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here This is a great idea. I'm landowner on Opunake road between Stratford and Cardiff for 20 years and have seen quite a lot on this portion of road over the years.

This is what I have noticed over the years:

- Lack of sight of cars when exiting properties due to corners, hills, and 100 km /ph cars travelling
- Hidden driveways, I've had to have contractors in to remove portions of the road banks for better vision and safety for entry/exit of my property onto Opunake Road.
- Cars passing quite often when sight not great (over 100km speed limit)
- Road conditions not that great given 100km/ph especially with trucks and larger agricultural vehicles using the roads very often
- Horrible Sun Strike occurs most of the year heading west in the afternoon/early evening, causes vehicles to cross the center line often.

Dropping the speed limit to 80km along this road will make it a lot safer driving on this road, especially with the new houses being developed there and even more entrances/exits to consider.

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:18 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit
Attachments: Opunake Road.pdf

From: John Clarkson [REDACTED]
Sent: Friday, 3 September 2021 2:00 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Hi,

Please find attached my submission on this matter.

Kind Regards
John Clarkson

Dear Stratford Council,

I object to the proposed lowering of the speed limit on Opunake Road. NZTA's recommendation to lower the speed limit appears to be their answer to any roading issue. We have already seen this in North Taranaki and how little impact it has made.

Based on the condition of SH3; how it looks like a patchwork quilt, failure to implement improvements at far worse hotspots, the poor choice of roading materials, tailbacks from poorly planned works..., already brings into dispute their credibility on roading issues. They lack any foresight or ambition and again are showing this.

Reducing the speed limit is pointless. Why is it pointless because there is nothing wrong with the road or the existing limit. The problem is the drivers. If you cannot drive on Opunake Road reaching 100km/h without crashing, then quite simply you shouldn't have a licence. As someone who lives not far from this road and uses it on an occasional basis, I have never experienced any issues in being able to drive it and I didn't even learn to drive in this area.

Most New Zealanders are hopeless when it comes to driving. Whilst the stats of the causes of these crashes on this road have not been published, it is probably a fair assumption to make that they were caused by issues other than just speed e.g., drink driving, driver inattention, driving too close, not looking at junctions or stupid overtakes.

The last survey undertaken into the crashes in Taranaki that I could find was in 2010¹. It was conducted by the NZTA. In only 20% was speed the contributing factor. That means 80% of the crashes in the region are not speed related. This evidences that by reducing the speed limit, you are only reducing the probability of a crash occurring by a small amount. It's the other 80% that needs to be looked at if you want to make a real impact.

I managed to find one article that stated one of the fatalities was from a motorbike. Bikers do not have the same protection as those in cars. This is why they pay much higher ACC rates. If said biker was in a car and not on a bike, the likelihood is one less fatality. That's down to individual choice, not the speed limit.

1. <https://www.nzta.govt.nz/assets/resources/road-safety-data-regions/taranaki/docs/2010.pdf>

Those that choose to drive beyond their ability won't take a blind bit of notice of the speed limit anyway and will continue to drive as they do and still have the crashes. This can be seen in the stats by the vast majority of crashes involving young and inexperienced drivers. All this will do is punish those that can drive and encourage revenue gathering to occur on this road.

If there are known problem areas on this road then fix those. For example, how many have lost control on the bends that already have a recommended speed of lower than 100km/h? Reducing the speed limit just frustrates drivers. Do we really have to keep dumbing everything down for those lacking in society?

Let's also take a look at vehicle safety. Modern cars are far safer than they were 20+ years ago. If safety is already increasing, then why are speed limits going backwards? It makes no logical sense. If anything, they should be going up on our main highways.

The only reason why there should be a reduction of speed on this road is if a lot of housing appears in one area i.e. a new township. In which case it should be 50km/h through that section.

Reducing the speed limit on this road is barking up the wrong tree. The Council/NZTA should commission a report to investigate any crash hotspots and seek proper remediation for that area. I recommend that the Council challenge the NZTA to prove that there are credible and to identify the areas of concern and recommend sound safety improvements to the road layout.

Also looking at the bylaw, Section 7 (3) states that "For the avoidance of doubt, unless a different speed limit is set and in effect under schedules 2,3, and 4, or an emergency speed limit or temporary speed limit is in force, the speed limit on roads with the Stratford district is: a. 50km/h within the urban traffic areas specified in Schedule 1; and b. 100km/h outside the urban traffic areas specified in Schedule 6."

Now to change Opunake road to 80 km/h would go against this section of the bylaw which quite clearly states that roads outside urban traffic areas should be 100km/h. This bylaw is not due for review until 2030, so should not be changed to suit reducing the speed limit for this road. What is also key here is the use of "For avoidance of doubt". This is quite categorically stating that this is an explicit instruction.

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:05 p.m.
To: Erin Bishop
Subject: FW: Opunake Road proposed lowering of the speed limit

From: Ruth Morrison <[REDACTED]>
Sent: Friday, 3 September 2021 11:02 a.m.
To: StratfordDC <StratfordDC@stratford.govt.nz>
Subject: Opunake Road proposed lowering of the speed limit

I absolutely agree to the proposed change of lowering the speed limit of Opunake Road due to dangerous corners, cambers and lack of sight lines to see potential hazards.
Also the possibility of tractors around corners which not all drivers are expecting.

Thank you, Ruth Morrison, [REDACTED]

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Contact details

Contact name	Carl Hinton
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

I feel it could have an affect on the Stratford economy. Farmers that use the Opunake road to come into our town for supplies may take the faster option to another town. It will also mean tradesmen heading out to a job on that road will be slower, potentially increasing the cost to the customer.

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:05 p.m.
To: Erin Bishop
Subject: FW: {Spam} Opunaki road

-----Original Message-----

From: Tony Coombes <[REDACTED]>
Sent: Thursday, 2 September 2021 10:43 a.m.
To: Feedback <feedback@stratford.govt.nz>
Cc: carl@fieldtorque.co.nz
Subject: {Spam} Opunaki road

Hello

I travel this road at least 3 times a week 100km an is not a problem.

Your graph show no deaths so why change it.

I lived on that road for years and yes the ice in winter was bad but over the years it has got better.

Like New Plymouth has done from Waitara to New Plymouth have changed it to 80km but has that dropped the crash rate NO Put a passing lane in after Cardiff bridge up over hill to Ronald road there is your problem solved.

Change it to 80 kms and watch the crash rate go up Regards Tony Coombes

Sent from my iPhone

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Website stratford.govt.nz



Contact details

Contact name	Amy
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

Before reducing the speed limit, the road needs massive repairs. There are areas with potholes, there is a significant sinking of the road by mangawhero road, the one lane bridges all need repair. Lowering the speed limit will not fix these problems that contribute to crashes. Lowering the speed limit will not stop people from driving too fast for the conditions (rain, black ice on the road, wind) which all contribute to the number of crashes.

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:04 p.m.
To: Erin Bishop
Subject: FW: Stratford opunake road speed reduction

-----Original Message-----

From: Primo <[REDACTED]>
Sent: Tuesday, 31 August 2021 8:29 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Stratford opunake road speed reduction

I have lived in the Kaponga district for 65 years. I spent many winter nights traveling the Stratford opunake road to Stratford for basketball . Many nights were very frosty and even drove through snow.

I feel the speed limit of 100 kms is adequate and no need to reduce the speed . Just drive to the conditions. The problem is the road needs fixing . Potholes need repairing cambers on the road has made driving dangerous essentially for trucks. Cars cannot pull off road due to steep cambers. The bridge at between Manaia Road and Rowan Road has a 70 sign there for months nothing done. It's got a hell bump needs repairing ASAP. I don't think any of the sharp corners need fixing there is enough signage to let people know they are coming up. Drive to the conditions .

Popes Kaponga
Sent from my iPad

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:32 p.m.
To: Erin Bishop
Subject: FW: Opunake Rd Speed Limit Review - Consultation Letter - August 2021 Police

From: DEWAR, Belinda <[REDACTED]>
Sent: Monday, 6 September 2021 10:21 a.m.
To: Stephen Bowden <SBowden@stratford.govt.nz>
Subject: Opunake Rd Speed Limit Review - Consultation Letter - August 2021 Police

Good morning Steve

Re the proposal, Taranaki Police support this review and changing the road speed based on the nature of the road, the crash data and incidents that are attended.

Police support that the road speed reduction could contribute to and is intended to support having Safer Roads.

Regards
Belinda

Inspector Belinda Dewar (MIntSec)
Area Commander – Taranaki | Central Police District | New Zealand Police



Please note: I only clear my emails twice a day and my CC emails divert to a separate folder – if you need me to take action please include me as a direct 'To' recipient. If your enquiry is urgent please contact me on my cell phone.

=====

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The information contained in this email message is intended for the addressee only and may contain privileged information. It may also be subject to the provisions of section 50 of the Policing Act 2008, which creates an offence to have unlawful possession of Police property. If you are not the intended recipient of this message or have received this message in error, you must not peruse, use, distribute or copy this message or any of its contents.

Also note, the views expressed in this message may not necessarily reflect those of the New Zealand Police. If you have received this message in error, please email or telephone the sender immediately

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:04 p.m.
To: Erin Bishop
Subject: FW: Opunake road speed limit

From: Rachael Phillips <[REDACTED]>
Sent: Thursday, 9 September 2021 9:44 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake road speed limit

Good morning I dont think the speed limit should be reduced to 80km. People just need to drive to the conditions. Thank you Rachael Phillips.

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Tina Milich
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

I think its a great idea. The road itself is in great condition however due to its location, it is prone to fog, frost, sun strike and heavy rain. I travel the road often and I drive to the conditions, often driving 70 to 80 k when I feel it's not safe to do more. However other motorist seem to possess magical abilities and be able to see through dense fog or sun strike etc. If the limit was reduced it may not stop those motorists, however I wouldn't feel so pressured to increase my speed when I don't feel safe to do so.

I understand that the 80 limit would end at the boundary but increasing it where there is then lots of one lane bridges may also cause issues. Having impatient drivers then flooring it to get back those precious minutes they have lost, on roads just as dangerous if not more so..... could the 80 km continue to at least the cross roads of Opunake/ Wiramua/ Oeo. I understand its South Taranaki but wondered if it was ever an option.

Thank you for this opportunity.
Kind regards
Tina Milich

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Kody Simpson
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

The greatest issue is not the speed of traffic on this stretch of Opunake road, but rather the quality and upkeep of the road itself and the number of large vehicles (trucks, cranes etc.) allowed to travel along it. Opunake Road has many corners that cannot be taken at 100 km/h, but are insufficiently signposted. Reducing the speed limit will not fix this!

Changing the speed limit will not change the mindset of the drivers that already speed along this road, and it will simply encourage more traffic on SH3 to Eltham and along Eltham Road, which will not change the crash statistics, only make them the responsibility of the South Taranaki District Council.

The council are referring to the 57 crashes in the last 5 years on Opunake Road - this includes the entirety of Opunake Road (some of the more dangerous parts are in the STDC's area).

I do not support the uptake of this 80k zone.

Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:24 p.m.
To: Erin Bishop
Subject: FW: Opunake road speed limit

From: judeross [REDACTED]
Sent: Wednesday, 8 September 2021 12:47 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake road speed limit

To whom it may concern

I travel the opunake road between Stratford and mahoe twice daily, I have never witnessed an accident or close to an accident. I personally believe the 100k speed limit should stay, I do not believe lowering the speed limit will have any positive impact on the number of accidents.

My belief is that the accidents have occurred as a result of poor decisions by the drivers involved and no matter what the speed limit drivers are always going to make these- whether it be driving under the influence, using a cell phone, driving while fatigued(a lower speed limit may exacerbate this as less concentration is required when driving slowly).

Humans are always going to make mistakes, it's one of their failings. We just need to look at ACC statistics to see examples of this.

So please look at other ways of attempting to reduce accidents, signage warning motorists they are entering a high crash area may be a far better approach.

Thankyou
Jude Ross
[REDACTED]

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 4:29 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit submission
Attachments: 2021 Opunake Road submission.docx

From: Alison Smith [REDACTED]
Sent: Monday, 13 September 2021 3:50 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit submission

Please find attached my submission for the Opunake Road Speed Limit Review.

Thank you
Alison Smith
[REDACTED]

Opunake Road Speed Limit submission to Stratford District Council

I wish to oppose the proposed reduction of the speed limit on Opunake Road from 100 km/h to 80 km/h. People who live in rural areas are already seriously disadvantaged in a lot of ways and to reduce the speed limit on what is probably one of the most used roads in the SDC area is just another way to penalise rural residents.

I have been a frequent user of Opunake Road for over 30 years, including 9 years of travelling to New Plymouth for work and over 10 years of driving to Stratford for my children's sport and High School. I have driven cars ranging in size from a 1980 1L Charade to a Subaru Outback and Toyota Previa. I know the road well and drive to the conditions and the safety features of the vehicle I am driving. I have never had an accident on the road.

Review of crash statistics

The reasoning for the proposed reduction of the speed limit based on the number of accidents in the last five years is seriously flawed and I do not believe a decent analysis of the statistics of the crashes has occurred. Have items such as the following been taken into account in this review?

- Have the number of accidents in the last year or two dropped with the reduction of overseas tourists since the COVID-19 outbreak? If so, then I suggest that part of the reason for the high crash number is due to tourists who are unfamiliar with our driving conditions and the winding road.
- How many of the accidents involve people who use the road frequently i.e. local residents, truck drivers, people who work at major industrial sites in South Taranaki e.g. Todd Energy's Kapuni Production Station, Fonterra's Kapuni Lactose site etc.
- How many crashes were due to bad weather or natural conditions - frosts (particularly on the Cardiff bridge), sunstrike, heavy rain, fog etc? Is the frequency of these type of accidents any higher than on other roads in the SDC area?
- How many crashes were heavy trucks going too fast on a road that is not designed to carry a large volume of them?
- What other causes are there that could happen on any road in the SDC area?
 - speed
 - motorcycle riders who are more likely to be seriously injured in a crash than people in a car
 - drunk drivers
 - medical reasons
- Once all the above are removed from the total number of crashes, the balance remaining is therefore the number of crashes directly attributable to the road. Is that any worse than on other roads in the SDC area?
- How many of the crashes in the last five years would still have happened if the speed limit had been 80 km/h rather than 100 km/hr.

Reasons for the increase in number of crashes

In my opinion based on many years of safe driving over 900,000 km both around Taranaki and elsewhere in New Zealand, the increase in the number of crashes over the last 30-odd years is due to

1. Extremely limited safety improvements made to Opunake Road by SDC.

Realigning the corner at the Cardiff monument many years ago is the only major improvement I can remember being made on the road in the last 30 years.

Recent improvements (ie in the last year) have finally included

- the painting of lines on corners to make these more obvious - this could and should have happened years ago.
 - the installation of solar powered speed warning signs between Hastings and Palmer Roads, although the western one was confusing initially as to which corner it applied to and I am pleased to see it has been moved. It was interesting to see that within a week of the western sign first going in that there was an accident on that corner which took out the Armco so the sign obviously didn't do its job. I am not aware of the Armco being replaced yet either. I also have not noticed that traffic has slowed down on these corners since the signs were installed.
2. A large increase in the amount of traffic on the road.
- For more than 30 years, a lot of traffic to and from the north of Stratford have used the shortcut of Monmouth Road, Cardiff Road then Opunake Road to Palmer Road or further west to avoid driving through Stratford. The amount of traffic has increased a lot in that time but no improvements have been made to the road to allow for this or to improve passing opportunities. The increase in traffic on Opunake Road, particularly as part of the shortcut, comes from
- more vehicles travelling to the industrial sites in the South Taranaki District Council area as people relocate to live in out of the area in New Plymouth, Bell Block, etc and travel daily. I am aware of one company which requires its employees to NOT use Opunake Road due to the amount of traffic on it. I also know that Ballance uses company minivans for transport to minimise its daily traffic and requests that companies that work for it during their maintenance shutdowns use minivans or buses to reduce the amount of traffic travelling on the SDC and STDC roads.
 - a large increase in heavy trucks which use the road to avoid the congestion through Stratford. These include companies that truck urea from the Ballance plant at Kapuni. There have been at least 2 accidents on one of the corners which now has the solar powered lights due to trucks travelling too fast for the road. These accidents take several hours to clear and inconvenience local residents. The road was not designed for the amount of heavy traffic it now gets and has extremely limited options for passing and there have been no improvements on the road to take this into account
 - a large increase in the number of large tractors using the road. These generally are more considerate of traffic following them and pull over when they can, something I hardly ever see a truck do because they usually have a trailer and there is nowhere for them to safely pull over.
 - SDC allowing subdivision on Opunake Road with new property access that has limited visibility.

Other options to improve the safety of Opunake Road

Rather than reducing the speed limit which will seriously inconvenience local users who are probably not a significant percentage of the crash numbers, there are a number of options to improve the safety of the road which should be implemented by SDC first. These should then be monitored and further improvements made to the road if required.

1. Warning Signs

Improve the number of warning signs by the installation of appropriate signage for corners and for sections of the road identified as high risk. There are a number of corners or series of corners on Opunake Road that have little or no signage that local drivers know how to drive safely but infrequent users are probably caught out on.

These warning signs should include but not be limited to:

- signs of direction and severity of the corner together with recommended speeds
- signs indicating a series of curves ahead, not just a single corner
- slippery when wet and/or frosty signs
- winding road sign with the relevant distance
- chevrons indicating the direction of the road on sweeping corners with poor visibility and suggested speeds. There are several instances of these being used on deceptive corners within STDC but I cannot think of one on SDC roads that I drive on.
- intersections with a high volume of traffic turning from them, especially the Palmer Road intersection
- school bus stopping signs

a. Example of where a chevron sign is required

I have a friend who lived for several years at 954 Opunake Road, just to the west of the corner after Bridge 110. Numerous accidents occurred on the corner from traffic travelling west, including a large digger coming off a transporter, and he was forever getting knocks on the door in the middle of the night from people who had crashed and having to fix the road fence. One of the recent fatalities occurred at this corner but apparently that was not enough to warrant installing a warning sign to improve the safety of this particular corner when travelling west. There is still not even a corner warning sign despite solar powered warning signs being recently installed in this area for other corners. I am sure the current residents by the corner are sick of the accidents still happening and having to still fix the fences. PLEASE PUT SOME WARNING SIGNAGE ON THIS CORNER.



From Stratford towards Mahoe with Bridge 110 showing the blind corner which can be slippery when wet and has no warning signs. There have been many crashes into the fence in the area circled



Same corner looking towards Stratford which now has a solar powered warning sign

b. Examples of warning signs

Corners where warning signs should be installed include the series of corners at about 255 Opunake Road and the tight corner at about 780 Opunake Road when travelling from Stratford as a minimum.



From Stratford towards Cardiff - a series of blind corners from about 255 Opunake Road with no warning signs. This can be deceptive, particularly at night or in fog.



From Stratford towards Mahoe - blind corner that tightens at about 780 Opunake Road, no warning signs



Towards Stratford from Mahoe at about 780 Opunake Road showing the bank which shadows the road in winter and can be icy going into the corner - no warning signs

2. Other improvements should include
 - improve maintenance and replacement of road markers to improve visibility, particularly when it is foggy.
 - install lay-bys where slow trucks/trailers and tractors can pull over and allow traffic to pass. If I lived on Opunake Road, taking a small portion of my land to make a lay-by to improve the road for all the users would be much more preferable to reducing the speed limit and making it take longer to go anywhere.

- Palmer Road intersection

The visibility at the intersection of Opunake and Palmer Roads at Mahoe is terrible when turning from Palmer Road, particularly with the increased volume of traffic that use it for a shortcut. When my children were learning to drive, they found it very scary how little time they had to make the turn from lower Palmer Road with limited visibility in both directions along Opunake Road and turning into the path of traffic travelling at 100 km/h. A friend who lived to the west of the intersection said he had never appreciated how difficult the intersection was from Palmer Road until he saw one of my children turning from it onto Opunake Road.

As a minimum

- install school bus warning signs. When my children attended Stratford High School, the school bus would stop just before Palmer Road to drop students on the side of Opunake Road and they then had to cross the road to where parents were waiting at the old Mahoe School. This was considered safer than the bus turning across into the school and then back onto Opunake Road to then turn down Palmer Road.
- consult with users about how the intersection could be improved. What is the accident rate at the intersection? How many users have had near misses which don't get recorded? Does it need signage on Opunake Road to show that there is a busy intersection ahead? Perhaps a Stop sign is needed on Palmer Road or does this little stretch of road need to be 80 km/h?
- repair the left-hand shoulder of Palmer Road just below the intersection as this is getting badly scoured out by trucks.



Opunake and Palmer Roads intersection at Mahoe above towards Opunake with a corner and short straight before the intersection below towards Stratford, again with a corner and short straight after the intersection. The area where the bus stopped is shown in the circle



To finish, please do not reduce the speed limit on Opunake Road but instead

- review the types of crashes that have occurred and determine which ones are actually due to the road and not some other reason. If this is not significantly different to other roads in the SDC area, then SDC cannot justify reducing the speed limit.

- go for a drive along Opunake Road for yourself or even better go with a local resident or other frequent user who can tell you their areas of concern and why reducing the speed limit is not the way to go.
- review ways in which the safety of Opunake Road can be improved for ALL users.
- extend the review to include the shortcut from Monmouth Road, Cardiff Road to Opunake Road and down Palmer Road as far as the SDC boundary goes.
- Co-ordinate with major users of Opunake Road or the shortcut (truck companies, staff of major businesses etc) to see if using Opunake Road is their best option and encourage the use of an alternative route to reduce unnecessary and/or slow traffic on the road.

Thank you for the opportunity to comment.

Alison Smith

[REDACTED]

[REDACTED]

Kia Ora

I am writing this letter as feedback on the proposal: “Speed Limit Review - Ōpunake Road”.

What defines a “safe speed limit”? How can the council know what a safe speed limit is? Is it a general definition, or is it defined within the context of the road? What defines a “high risk road”? What are the factors that contribute to a high risk road. In the instance of Ōpunake Road, is the speed of traffic the biggest risk factor, or is it the road itself that is the biggest risk factor?

The council has reported the crash statistics for the last five years, but are these relevant? Did the 57 crashes occur on the entirety of Ōpunake Road, or just for the portion in the Stratford District Council zone? The length of Ōpunake Road in the South Taranaki District Council zone is greater than that in the SDC zone, so what is the split of the crash statistics? Secondly, what are the factors behind the reported crashes? Was speed a factor in all 57? In how many of the 57 crashes was driving under the influence, distracted driving, or bad weather conditions the factor?

In December 2017 I became one of the statistics, crashing on a corner just east of the Palmer Road / Ōpunake Road intersection. Speed was not a factor in my crash, I crashed due to blacking out and running off the road. I was fortunate that my car had stability control, which caused me to cross the opposite lane and crash into the bank, rather than end up in a deep culvert. Speed was not a factor in this crash. The corner was not signposted with any recommended speed – implying it could be safely taken at 100 km/h. It is believed I was travelling near 80 km/h when my crash occurred, well below the speed limit. The severity of my crash was reduced not by my low speed, but instead by the features of my car. The stability control feature also prevented me from going into a deep culvert. The only other thing that would have prevented this would have been a crash barrier. Whether I was travelling at 60, 80 or 100 km/h, in another car I could have ended up dead.

The knowledge of my own crash makes me question the other reported crashes. For how many of these crashes could the outcome have been better if an 80 km/h speed limit was enforced? Without personally knowing these statistics I cannot make any statements. However, I personally believe that there are more effective methods of improving the safety of Ōpunake Road than implementing a “safe speed limit”.

I have grown up on Lower Palmer Road since I was born 21 years ago, and have travelled frequently along Ōpunake Road whenever travelling to Stratford or anywhere further north. Whether I have been a passenger or a driver, travelling on Ōpunake Road has always had some anxiety related to it. If you have ever travelled along Ōpunake Road, you will be aware that it is definitely not a straight, easy road, and any commute along it requires more focus and concentration than travelling on SH3. From my experience, I believe the safety of Ōpunake Road could be greatly improved with 4 low cost solutions, and some high cost solutions.

The low costs solutions include:

- Appropriate signage on corners and sections of road that have been identified as “unsafe” – whether this is from crash statistics or Waka Kotahi analysis. This signage includes, but is not limited to:
 - Warning signs of direction and severity of the bends
 - Recommended speeds for a corner indicated
 - Signs indicating a series of curves ahead
 - Slippery when wet and frosty
 - Narrow road
 - Chevrons indicating road direction and suggested speed
 - Uncontrolled intersections
- Reflective equipment for night time and fog (both very common on Opunake road due to rural, high altitude location). These include, but are not limited to:
 - Cat’s eyes / road studs along the entire road
 - Road side edge marker posts
 - Reflective road signs
 - In addition to reflective equipment, effective road markings such as white road edge line

- Reflective indicators on bridges
- Crash barriers where steep drops exist
- Road maintenance. Whilst this seems obvious, the upkeep of the road surface and the road area has been poor for many years now. The road has many potholes, and sections of worn-out seal, which is slippery in the wet or ice. There are many places along Ōpunake Road where large amounts of water run across the road in heavy rain, which is very frequent.

A high cost solution would be to alter the camber, direction, and path of the road, to eliminate or reduce the hazardous corners.

Decreasing the speed limit to 80 km/h should not be implemented before the low cost solutions suggested above are implemented. Ōpunake Road is an essential road for all industries, and particularly for the rural local community and those travelling from Stratford and further north to the Palmer Road factories – Todd Energy and Ballance Agri-Nutrients – and Fonterra Kapuni. Many tractors, trucks, tankers, motorcycles and cars travel along Opunake Road daily. A lot of this travel travels along Ōpunake Road because it is the fastest route. Decreasing the speed limit will only encourage this travel to instead take Eltham Road to SH3, as it the travel time would be similar, if not faster, and it is a safer road. Diverting the traffic to Eltham Road will only increase the risk of crashes, which is the opposite intention of Waka Kotahi’s safe roads campaign. This is an attractive solution to the SDC, as they remove their responsibility for a very low price.

Ultimately, implementing a “safe speed limit” of 80 km/h (which is just a positive way of saying reducing the speed limit) on the SDC section of Ōpunake Road is a corner cutting action (ironic) by the Stratford District Council to save money. The council lacks resources and staff to properly analyse the statistics and recommendations put forward by Waka Kotahi, and ultimately provide an effective solution to improving the safety of our local roads.

Kind Regards,
Kristy Smith



Taranaki District Health Board
 Private Bag 2016
 New Plymouth 4342
 New Zealand
 Telephone 06 753 6139
 Facsimile 06 753 7770
 Website www.tdhb.org.nz

13 September 2021

Opunake Road Speed Limit
 Stratford District Council
 PO Box 320
 STRATFORD 4352

Email: feedback@stratford.govt.nz

TO WHOM IT MAY CONCERN

We do not wish to speak in support of our Submission.

Submission:

The Public Health Unit (PHU) of the Taranaki District Health Board welcomes the opportunity to submit on the **Opunake Road Speed Limit Review**.

Taranaki PHU is one of 12 public health units providing public health services across Aotearoa/New Zealand. We provide a range of services with a focus on promoting health equity and protecting communities against public health hazards, including through a Wellbeing in All Policies approach (WiAP).

Taranaki PHU is committed to creating a fairer society where everyone has the opportunity for good health, and where our societal systems consider the needs and aspirations of Māori as tangata whenua and work in partnership with Māori through the application of Te Tiriti o Waitangi articles and principles. One of the roles of the Medical Officer of Health is to advise Territorial Authorities and Regional Councils on issues that may impact on the health of the public.

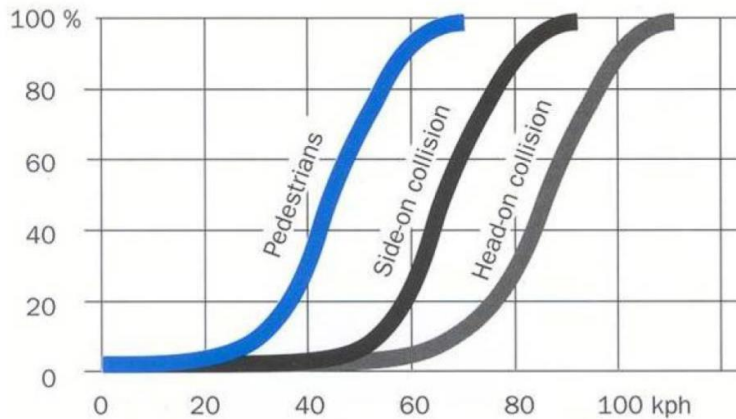
WiAP is a cross-sectoral approach to policy that considers the health and wellbeing implications of policy decisions, to improve population health and equity. Many of the determinants of health lie beyond the control or influence of the health sector and the individual and form a complex system of factors that determine health outcomes (Figure 1). The decisions of local government play a direct role in the determinants of health in communities.



Figure 1 The Determinants of Health and Wellbeing in Communities (Whitehead & Dahlgren, 2006)

Speed is a well-documented factor that increases the probability of road crashes and serious injury.¹ A large body of research indicates a strong, exponential relationship between increasing speed and crash risk, as well as between increasing speed and serious injury or death. See Figure One. Research estimates that for every 1km/h reduction in mean open road speed, there is a 12% reduction in crashes in New Zealand.²

Figure One. Fatality risk as a function of impact speed³



Many rural New Zealand roads are two-lanes and of varying standard, due to low population density and a relatively difficult terrain. Many of these roads were originally trails, not properly designed for modern vehicles, thus they have inappropriately designed curves and a lack of safe places for passing.⁴ Analysis of fatalities by road type indicates that the rural network in New Zealand is the deadliest. 65% of road deaths in 2018 occurred on rural roads, followed by 36% on urban roads and 2% on motorways.⁵ Research indicates that speed is a factor in rural crash rates and severity. Inappropriate speed (travelling too fast for the conditions) has been identified as a factor in approximately 20% of rural crashes.⁶ This highlights the importance of speed management in improving safety on rural roads. In many cases, inappropriate speed is caused by flawed driver perception of risk on rural roads⁷, Koorey (2009) notes that it is costly and not always feasible to substantially re engineer rural roads to improve

¹ Frith, W. J., & Patterson, T. L. (2001). Speed variation, absolute speed and their contribution to safety, with special reference to the work of Solomon. In *Proceedings of the IPENZ Transportation Group Technical Conference 2001* (pp. 1-8).

² Povey, L. J., Frith, W. J., & Keall, M. D. (2003). An investigation of the relationship between speed enforcement, vehicle speeds and injury crashes in New Zealand. *Land Transport Safety Authority. New Zealand.*

³ Frith, WJ (2012) Economic evaluation of the impact of safe speeds: literature review. NZ Transport Agency research report 505. 38pp.

⁴ Koorey, G. (2009). Incorporating safety into rural highway design. Retrieved from: [Incorporating Safety into Rural Highway Design \(canterbury.ac.nz\)](http://www.canterbury.ac.nz/~gkoorey/Incorporating_Safety_into_Rural_Highway_Design.pdf)

⁵ International Transport Forum (2019) *Road Safety Annual Report: New Zealand*. OECD Retrieved from: [new-zealand-road-safety.pdf \(itf-oecd.org\)](https://www.oecd.org/transport/road-safety/new-zealand-road-safety.pdf)

⁶ Ministry of Transport (2006) *Speed Statistics*. New Zealand Ministry of Transport

⁷ Nicholson, A.J., Gibbons J. N. (2000) Super elevation, sight distance and speed. *Proceedings, Engineering for Road Safety Symposium.*

safety and it may be more effective to modify driver behaviour, such as through speed limit changes to address this risk.⁸

Taranaki has one of the highest rates of traffic injury hospitalisation (119.1 per 100,000 population), the third highest in 2018.⁹ We acknowledge the high number of crashes on Ōpunake road and welcome initiatives to reduce incidence and severity of injury on this road.

We support the proposed reductions in this speed review to lower the speed limit to 80km/hr between the Intersection of Elizabeth Grove and the District Boundary.

The Public Health Unit supports the proposed reduction of speed limits on this road, alongside wider initiatives to improve road safety to reduce the incidence and severity of road crashes. We urge ongoing community engagement and education to gain public support for the proposed changes and safer driving behaviour.

Thank you again for the opportunity to comment on the Ōpunake Road Speed Limit Review.

Yours sincerely



Becky Jenkins
GENERAL MANAGER
PLANNING, FUNDING & POPULATION HEALTH

⁸ Koorey, G. (2009). Incorporating safety into rural highway design. Retrieved from: [Incorporating Safety into Rural Highway Design \(canterbury.ac.nz\)](https://www.canterbury.ac.nz/~g.koorey/pubs/2009%20Incorporating%20safety%20into%20rural%20highway%20design.pdf)

⁹ Environmental Health Indicators. 2020. *Road Traffic injury hospitalisations & mortality*. [Factsheet]. Wellington: Environmental Health Indicators Programme, Massey University.

Attention: The road asset Manager

Re: Opunake Speed limit review

I am writing to express my disagreement with your proposal to reduce the Opunake road speed limit to 80 kms

I have been raised and lived in Mahoe district resulting in using the Opunake road all my life. I have been witnessed to many of those accidents reported in the statistics. Most of the accidents relate to driver bad choices.

Don't penalize the ratepayers/drivers who adhere to the current speed limit and don't crash. Your desire to limit the speed is penalizing/hurting the honest people in the community.

The people who disobey the current speed limit and alcohol laws will continue to flaunt the law at 80 km hour.

My disagreement on the proposal is based on the following points.

Yes, there has been many accidents, but we must look at the causes.

1. Drivers under the influence of alcohol
2. Drivers under the influence of drugs
3. Drivers passing on double yellow lines, corners due to slower moving vehicles (tractors). Drivers lack patients.
4. Drivers who excessively drive above the current limit.

If the council believes by reducing the speed limit will stop the above bad habits, then they are daydreaming.

In fact, the reduction to 80 km will increase inpatients in drivers, resulting in larger numbers of accidents in points 3 and 4 above.

These issues prove that the local Police are not enforcing the current speed limit on Opunake road. Since the rise in accidents on Opunake road have we seen any larger presence of police on this road?

Can you please provide me with evidence that the council has taken this issue up with the local police and if so the outcome/plan to address the issues?

Traffic volume has increased on this road over the last 20 years due to the energy sector, fertilizer plant, larger trucks on the road, due to less rail etc. Has the council increased the spending on this road to ensure its function is appropriate for the vehicle flow?

Can you please provide the increase funding allocated and practical outcome from this?

The characteristic of the road has been made worse by the councils practice of the of the current water table approach. The council has added to the accident issues by this ridiculous slope on the edge of the road.

This has been an issue for truck and trailer units as they must move to near the edge when encountering another truck resulting in their trailer being pulled into the water table due to the slope resulting in the trailer rolling, this has resulted 4 of the accidents on Opunake road that I know of. This will still happen at 80 km (Refer photo)

It also means there is no area to pull over safely if there is a mechanical issue with a vehicle. It also results tourist just stopping on the road to take that lovely photo of the mountain as they cannot pull off the road and creates another hazard.

The council needs to be held accountable for approving new property entrances at inappropriate locations (At the bottom of a hill allowing no view of oncoming traffic) which is an accident waiting to happen. The council promotes managing safe and efficient operation of the local roads, but does it put it into practice!!

As you can see by reducing the speed limit is a decision that makes the council feel good it's doing something, but it is not addressing the real issues causing the accidents on this road or any other rural road.

I have witnessed several accidents and near misses due to cars not stopping on side roads and hitting cars on Opunake road. So are the council going to reduce all side roads to 80 km.

Most of the accidents occur due to poor decisions being made by individuals. Even 80km limit you may have to drive slower for current weather condition (ice, rain) So it still comes down to the individual driver to make the right decision on the day, to drink drive or not, or to stay at the correct speed limit.

Don't penalize many good road users for the minority of troublemakers

I am Happy for you to contact me for clarification on any issues I have mention

Regards



Bryan Bailey

[Redacted contact information]





Opunake Road Speed Limit

As a resident of Opunake Road I am concerned about the proposed change to the speed limit on our road. I don't believe lowering the speed limit will have the desired effect of lowering the crash rate on our road.

There have been recent changes to Opunake road including solid white lines painted along the outsides of both lanes and the installation of a number of electronic speed signs. Has the crash rate been reviewed since these changes have been made? How many speed infringement notices are issued annually for this stretch of road, excluding within the town boundary? As a resident travelling daily along Opunake Road for over 30 years I see very few police cars policing the speed limit along this very busy road outside the Stratford town limits (2500 vehicle movements per day)

I feel like the proposed reduction in speed limit is just a Band-Aid to plaster over a number of issues that this road has that need addressing. A small issue that I contacted the council about is the armco which was heavily damaged between Hastings and Palmer roads. This armco was removed 2 months after I rang the council but has still not been replaced. The armco on the Mangatoki bridge has been waiting for repairs to be completed for 5 years. These 2 pieces of equipment have the potential to save a life and in their current state still pose a life threatening risk at an 80km/hr speed limit.

I wouldn't want to see the road limit drop and then the road become heavily patrolled by police as this is should already be occurring due the identified high crash rate. I believe it would be of more benefit to police the current speed limit as I think there are a lot of people who drive the road at speeds in excess of 100 km/h and taking undue risks i.e. cutting corners.

Shawn Matthews

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Tessa Smith
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here

Reducing the speed limit is not going to solve the issues with Opunake Road and is not going to reduce the number of accidents that occur due to high speed.

The statistics used have not taken into account the causation of crashes, just the number. If you broke down the crashes into causation it would give a more significant breakdown of what the issues are and if speed was the main issue. A breakdown of the stretches of Opunake Road where these crashes have occurred would also be useful information as it should provide the council of key areas to focus on. Other breakdowns to consider would be the time of day and what the weather was like on the day to see if they influenced the hot spots of the road. Also the statistics quoted are for the entirety of Opunake road which continues on past the Stratford boundary and into STDC, so aren't totally representative of the crash statistics of the stretch suggested for the reduced speed. Overall I would consider that these statistics presented to the general public have not been informative enough to suggest that the speed limit should be lowered.

I know of crashes on Opunake Road where high speed was involved but as was alcohol or drugs. In these cases lowering the speed limit is not to make a significant impact as when impaired people aren't going to care about the speed limit which we already see so often in impaired crashes. People who already speed with the 100 km/h speed limit are going to continue to speed even with a reduced speed limit. Education of our people is the real issue here.

As a driver who has driven this road hundreds of times I could tell you exactly the corners that are of concern and regular drivers of the road will know these too. Most of these corners lack any kind of signage indicating that a lower speed should be used so unless you know the road or are an aware driver these corners would catch people off

guard. Especially in winter when the road can be icy and very wet. This should be more of a focus for the council than reducing the speed limit of the entire stretch of Opunake Road under the Stratford District Council. There are other things the council can do to improve the road, such as signage on and before the problematic corners indicating a suitable speed. The current new electronic flashing signs indicate the recommended speed almost to late to the driver and if you aren't looking for the first flash you miss the speed you should be taking the corner at. Plain corner signage (chevrons) would be more useful than the electronic signs as they are sometimes more distracting and less visible to the driver if you miss the initial flash.

The crash statistics quoted for pushing for a reduced speed limit includes my sister whose crash on Opunake Road had nothing to do with speed. Just another example of how the statistics used do not actually fairly represent the idea pushed across the public that speed is the cause.

As a driver of the road I can say that the main frustrations of Opunake Road come from the amount of trucks that use the road which has led to the poor condition of the road. There is no where to pass safely along the entirety of Opunake Road that is in the Stratford District Council Boundary. This is more concerning to me as a motorist as I have seen people do dodgy passing to get past the trucks. Maybe rather than slap a reduced speed limit on the entire road and further frustrating already frustrated motorists, consider up keeping the road and adding signage with recommended speeds on high risk corners because even those new ones the council has put in aren't really on the high risk corners.

Most of the traffic on Opunake road will be rural locals who know the road and its downfalls and are not the ones of concern to the council for accidents. Reducing the speed limit will impact the locals the most and won't actually improve the crash statistics as people will become more frustrated and make dumb decisions in the moment.

Please consider breaking down the statistics further to get a better picture and share these with locals, as that would allow a more informed decision to be made with greater understanding of causation rather than just a blanket rule across the entire road. A better informed decision would be better accepted by locals and the district than an overreaction by council on poor statistics because it's an easy "fix". Thank you.

Declaration

By ticking this box and clicking submit, you confirm that you have read our [privacy statement](#) and that the information you have provided is accurate.

reCAPTCHA True

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:36 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: Sharyn & Danny Hurley <[REDACTED]>
Sent: Sunday, 12 September 2021 2:45 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

Stephen Bowden
Roading Asset Manager

We travel up the Palmer Road along the Opunake Road to our runoff every second day, also we do most of our business in Stratford.

People from south of Kaponga use the Palmer Road and Manaia Road as a short cut to Stratford and New Plymouth, as well as huge trucks, plus all the staff that work at Balance (500 extra people working at Balance shutdown at the moment) and Shell Todd. Parts of the road needs fixing especially the Mahoe intersection down Palmer Road which is very narrow with tight corners. Palmer Road to the bridge needs to be wider as these huge trucks are right on the white centre line. Maybe these huge trucks should go on Eltham Road to Eltham then on the main road to Stratford. I think the amount of traffic is the problem. Too many one lane Bridges on Opunake Road and other bridges are getting damaged or not made for the use of these trucks weight.

We have seen cars pass us at high speed, on corners or on the brow of hills and driving over the centre line. Some of these cars may not be legal to be on the road. A lot of burn outs on the road with abandon cars.

Perhaps we need a Speed Camera and more Police surveillance on the road.

Instead of lowering the speed limit perhaps look at fixing the Opunake road (shaping corners, resealing, pot holes, bridges etc.). Palmer Road with all the traffic needs to be widen and intersection at Mahoe fixed. Large trucks to go through Eltham to Stratford and more Police surveillance.

Kind regards from Sharyn & Danny Hurley

Erin Bishop

From: Erin Bishop
Sent: Tuesday, 19 April 2022 3:37 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

From: [REDACTED]
Sent: Sunday, 12 September 2021 11:58 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

To the Roding Asset Manager;

- There is no merit in creating an 80km/hr speed limit for the whole 17km length of Opunake Road
- There is some merit in the having a limit from the town boundary to as far as Cardiff Road as on this stretch there has been a change over recent years with many more vehicle entrances and that will help with safer entry and exit to those properties
- The issue for the following 13km is not the speed limit but the road alignment and width. This is a rural area and to apply a speed limit here you may as well apply it to the whole country excluding the motorways
- The road is now too narrow for the increased traffic from the last 20 odd years, it also has numerous pronounced over-vertical rises combined with horizontal bends (poor layout), this combined with shading in the winter and the roads altitude (read frost / snow / ice) means the danger will be still be there at a lower limit - people who come to grief will just fall off the road more slowly.
- There is also just the same danger for people due to those who will likely not comply with the new limit and to my mind the type of people who are not likely to comply will be that same people who do not respect the road conditions and then still endanger everyone else. There will be no visual indicators to people that make them want to slow like there would be in an urban or built up environment.
- To wit spend the money on improving the road not adding signs.

Thank you for your consideration

Regards

David & Claire Hjorring – Local residents Upper Duthie Road

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:13 p.m.
To: Erin Bishop
Subject: FW: Opunake Road speed limit

-----Original Message-----

From: Jodi Muggeridgewest [REDACTED]
Sent: Saturday, 11 September 2021 1:31 p.m.
To: Feedback <feedback@stratford.govt.nz>
Cc: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road speed limit

To Whom it May Concern

We are absolutely do not agree with lowering the speed limit to 80km, from RP0.0 to RP16.75. Keep it 100km, but fix the sharp slopes of the edges of the roads, we have had trucks and cars come through our front fence because of the slope! So please actually 'fix' the roads, rather than finding another excuse Cheers, Gareth & Jodi Muggeridge
Sent from my iPhone

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:12 p.m.
To: Erin Bishop
Subject: FW: Opunake road speed limit

-----Original Message-----

From: Jill McGaughey [REDACTED]
Sent: Saturday, 11 September 2021 11:56 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake road speed limit

PLEASE lower the speed limit on Opunake road to 80kph I live on Celia street and I'm fed up of hearing vehicles "literally flying" past our property (zoned 50kph) I shudder to think how fast they must be going by the time they hit Opunake road!! .A speed camera up this end of Celia street would be good too!

Sent from my iPhone

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:12 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed limit

-----Original Message-----

From: juliegargan [REDACTED] z>
Sent: Friday, 10 September 2021 3:34 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed limit

Opunake Road is used by lots of trucking firms as a Main Highway to Opunake and around the Mountain; Stock trucks with trailers carting heifers out to grazing farms; Metal trucks with trailers from two quarries; Stock food trucks delivering to the farmers, and to Chicken farms; Fertiliser trucks delivering to Bulk Stores and spreader trucks; tractors with harvesting machinery are just a few to name using this road constantly.

It is most frustrating to follow these trucks for 20 plus kms travelling at speeds of between 60 & 80km an hour, so I can understand why some drivers take a risk and overtake at the wrong places causing major accidents.

One solution would be to put in a couple of 'Passing Lanes' within the 20kms, and keep the road speed at 90km/hr.

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:12 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

-----Original Message-----

From: Michael Muller <[REDACTED]>
Sent: Thursday, 9 September 2021 7:43 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

..As a 45 year rate payer on the Opunake road Rowan district I have witnessed many accidents some fatal and sympathise with these families but do not support the lowering of the speed limit. The Opunake road has become an important connecting thoroughfare road for service to central south and coastal Taranaki for the farming energy fertiliser industry and communities. Though Kaponga is not in the Stratford district the Kaponga Farm Source store has the second largest milk/solid catchment in New Zealand which shows the importance the Opunake road services. I feel that lowering the speed limit is the cheap option for Stratford District Council but should be upgrading the road to modern specifications to maintain a 100 kph speed limit. To start with the road drainage ether side of the Kapuni bridge on the Opunake road needs dealing with as it ponds water when rains the western side particularly bad causing cars to aquaplane .I have mentioned this to your maintenance workers and engineer consultants several times with no action . The bridge and road over the Koupokanui

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:12 p.m.
To: Erin Bishop
Subject: FW: Opunake Road Speed Limit

-----Original Message-----

From: Michael Muller <[REDACTED]>
Sent: Thursday, 9 September 2021 7:59 p.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake Road Speed Limit

The road and bridge over the Kaipokonui stream number two was is poorly designed twisted and the bridge over Dunn's creek needs improvement as you know.
Yours faithfully M Muller

Stratford District Council
63 Miranda Street
PO Box 320
Stratford
Taranaki

Telephone 06 765 6099
Email stratforddc@stratford.govt.nz
Website stratford.govt.nz



Contact details

Contact name	Izzie Wilson
Organisation name	N/A
Contact phone	[REDACTED]
Email address	[REDACTED]

Submission details

Write your submission on the Opunake Road Speed Limit review here	Reducing speed limits doesn't address the root cause of the safety of the road which is the poor road maintenance and quality. The road itself needs to be made physically safer with components like barriers, medians, and adequate signage for bends and turns. And with proper maintenance to ensure the road is safe. Reducing speed limits is a cheap cop-out.
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Declaration

By ticking this box and clicking submit, you confirm that you have read our privacy statement and that the information you have provided is accurate.	Yes
reCAPTCHA	True

Erin Bishop

From: Stephen Bowden
Sent: Tuesday, 19 April 2022 2:12 p.m.
To: Erin Bishop
Subject: FW: Opunake road speed limit change

-----Original Message-----

From: Murray & Karen Hancock <[REDACTED]>
Sent: Tuesday, 31 August 2021 10:39 a.m.
To: Feedback <feedback@stratford.govt.nz>
Subject: Opunake road speed limit change

Regarding the change to 80 kpm we are in favour of the change especially after hearing of the speeds some people are doing on this road the problem is it needs to be policed as it sounds like it is not being done at all with the speeds people have been recorded doing on this road.

Also it would be a good idea to extend the speed of 80 kph along the Cardiff road as many a time I have encountered people cutting corners because they are going to fast and it is a main shortcut to people going north. Thanking you for the opportunity to submit our views, Murray & Karen Hancock.

Sent from my iPad

DECISION REPORT



F19/13/04 – D22/12374

To: Policy and Services Committee
From: Director - Assets
Date: 26 April 2022
Subject: Regional Waste Disposal – Review of Central Landfill Feasibility

Recommendations

1. THAT the report be received.
2. THAT Council note the results of the preliminary feasibility review and updated sensitivity analysis, which indicates Bonny Glen Landfill as the most cost-effective option.
3. THAT Council note the endorsement of the recommendation by the Central Landfill Joint Committee
4. THAT Council approve the continued disposal of waste to Bonny Glen Landfill under the existing 35-year contract with Midwest Disposal Ltd, noting that there will be 5 yearly rights of renewals throughout the contract term.
5. THAT Council authorise the Administering Authority to review the Central Landfill Joint Agreement and update the Regional Waste Management Agreement to reflect decisions by the three councils on this matter, and outline the process that will be followed should the decision on regional waste disposal options change during the contract term.
6. THAT Council note that should the Central Landfill Joint Agreement need to be terminated; this requires further approval by all three Councils.

Recommended Reason

The preliminary review of the central landfill feasibility report indicates the continued disposal to Bonny Glen as the most effective option for all 3 Councils. This decision has been endorsed in August 2021 by the Central Landfill Joint Committee. Other recommendations sought are supplementary and worth noting for future decision-making purposes.

/
Moved/Seconded

1. Purpose of Report

- 1.1 The matter for consideration is the review of the Central Landfill feasibility assessment to determine whether Bonny Glen Landfill continues to be the most cost-effective waste disposal option for the community.
- 1.2 The purpose of this report is to provide the Committee with the necessary information to allow the consideration of this review to be undertaken and support the approval (or otherwise) of the recommendation sought.
- 1.3 This review is also being sought by the 2 other District Councils – the New Plymouth District Council (NPDC) and the South Taranaki District Council (STDC) – from their respective Committees. The 3 District Councils are bound by the Regional Waste Services Management Agreement (RWSMA) signed in 2008 and subsequently amended in 2017 (**Appendices 1 & 2**).

- 1.4 Following the consideration of this review, Officers are seeking that the Committee make either one of these 2 key decisions:
- To agree to continue to use Bonny Glen facility to dispose of council-controlled waste; **OR**
 - To authorise the commissioning of a detailed feasibility/viability study of the Central Landfill, in partnership with NPDC and STDC, to determine whether Bonny Glen Landfill continues to be the most cost-effective waste disposal option, prior to making a recommendation to the Committee.
- 1.5 This report is based on a similar report (**Appendix 3**) prepared by the 'Administrative Authority' for the Central Landfill, being NPDC, which provides a more detailed assessment and consideration of the matter for review.

2. Executive Summary

- 2.1 As part of the functions of the Central Landfill Committee described in the Central Landfill Joint Committee Agreement (**Appendix 4**), a review of the feasibility of Central landfill was undertaken in August 2021 - prior to the first renewal of the Bonny Glen Waste disposal contract on 30 June 2024.
- 2.2 The recommendation to continue with the Bonny Glen Landfill was considered and endorsed by the Central Landfill Joint Committee in August 2021 (**Appendix 5**).
- 2.3 The Central Landfill Joint Committee has delegated authority, by resolution from this Council in May 2021, to make the decision described in 2.2 above (**Appendix 6**).
- 2.4 Since the first central landfill feasibility analysis and assessment in 2018, a number of factors have influenced the result of the revised feasibility assessment undertaken in August 2021. These factors include, but are not limited to:
- Central Government waste policies, i.e., the new waste levies introduced on 1 July 2021 from \$10/tonne with further increases to \$60/tonne in the next 3 years;
 - Amendments to the Emissions Trading Scheme (ETS) which has involved the increase in the price on carbon credits;
 - Introduction of the Climate Change Response (Zero Carbon) Amendment Act 2019 to enable the transition to a low emission economy, which will likely have ongoing impacts on transport costs; and
 - Actual Waste volumes in the region, which have been severely impacted by the global pandemic and significant downturn in national and international recycling markets.
- 2.5 These factors, amongst others, have been used in the revised feasibility assessment which shows that over the contract term, there will be a savings of approximately \$7M, for the 3 councils, for the continued use of the Bonny Glen Landfill. This, however, represents a \$4M reduction from the 2018 assessment result, due mainly to the higher waste disposal volumes and ETS costs. Sensitivity analysis also indicates that the net present cost of the Bonny Glen Landfill option offers a more cost-effective option – under the appropriate scenario.
- 2.6 Based on this, it is recommended:
- THAT Council approve the continued disposal of waste to Bonny Glen Landfill under the existing 35-year contract with Midwest Disposal Ltd, noting that there will be 5 yearly rights of renewals throughout the contract term; and
 - THAT Council authorise the Administering Authority to review the Central Landfill Joint Agreement and update the Regional Waste Management Agreement to reflect decisions by the three councils on this matter, and outline the process that will be followed should the decision on regional waste disposal options change during the contract term.
- 2.7 A summary of the 2021 feasibility inputs; feasibility assessment and sensitivity analysis are present in **Tables 1-3** of this report.

3. Local Government Act 2002 – Section 10

Under section 10 of the Local Government Act 2002, the Council’s purpose is to “enable democratic local decision making by and on behalf of communities; as well as promoting the social, economic, environmental, and cultural well-being of communities now and into the future”			
Does the recommended option meet the purpose of the Local Government 4 well-beings? And which:			Yes
Social	Economic	Environmental	Cultural
✓	✓	✓	✓

This proposal meets the Local Government Act’s definition of good quality local infrastructure and the intent to deliver this in the most cost-effective way.

4. Background

- 4.1 In 2008, the Stratford District Council (the Council), New Plymouth District Council (NPDC), and South Taranaki District Council (STDC) agreed, by resolutions of their respective Councils, to be bound by the terms of the Regional Waste Services Management Agreement (RWSMA) 2008. This agreement outlines the responsibilities for current and future solid waste disposal for each respective council.
- 4.2 In 20 December 2017, the three councils established the Central Landfill JCA to oversee the development and operation of Central Landfill, with NPDC appointed as the Administering Authority. As part of this agreement, the RWSMA was amended to reflect the agreed regional approach to waste disposal.
- 4.3 In 2018, the Council, NPDC and STDC made resolutions to transport Taranaki waste to Bonny Glen landfill and put the development of Central Landfill on hold. This new arrangement was a 35-year contract with Midwest Disposal Limited, with six 5-year rights of renewal. The first renewal date is 30 June 2024.
- 4.4 As a result of the contract with Midwest Disposal Limited, the development of Central Landfill was put on hold.
- 4.5 In May 2021, this Council by resolution:
 - Approved a new Joint Committee Agreement to incorporate a “Holding Period” while waste is disposed of at an out of region landfill and delegate authority to the Chief Executive Officer to sign the Joint Committee Agreement;
 - agreed to re-establish the Central Landfill Joint Committee for effective governance on regional waste disposal;
 - adopted the Central Landfill Joint Committee Terms of Reference (**Appendix 7**); and
 - delegated authority to the Central Landfill Joint Committee (CLJC) to:
 - Oversee the initial development, operation, closure and aftercare of the Central Landfill;
 - Approve the annual budget and business plan for the Central Landfill;
 - Determine the prices to be charged for depositing solid waste at the Central Landfill;
 - Determine (subject to any consent conditions) the types of solid waste that will be accepted at the Central Landfill;
 - Determine the date of permanent closure of the Central Landfill;
 - Determine during the Holding Period,
 - An annual review of activities and approval of the budget
 - **The viability of Central Landfill;**
 - Whether Central landfill would need to accept waste on 1 July 2024 and if so, ensure timelines to facilitate this are met;
 - resolved that the Central Landfill Joint Committee not be discharged at the Triennial election (Schedule 7 (Clause 30(7)) of the Local Government Act);

- 4.6 The Bonny Glen contract has now been operating for two years, consent lapse dates have been extended to December 2025, and there have been some changes that affect assumptions from the initial feasibility modelling (Table 1).

Table 1: Changes in landfill modelling assumptions between 2018 and 2021

	Unit	2018	2021	Comments
Inflation	Per year	2%	2%	Recent peak in inflation related to covid has not been modelled
Transport cost increases	Per year	2%	2%	May see greater increase as a result of Zero Carbon Act
Waste volume growth	Per year	0.3%	8%	Covid has impacted on waste volumes
	Tonnes per year	34,300	37,300	
Emissions trading scheme (default emissions factor and spot carbon price)	\$ per tonne	\$17	\$35	The updated carbon spot price in March 2022 is \$76 per tonne has not been modelled; forecast to increase in future (est. 1.5% per year)
Waste levy	\$ per tonne	\$10	\$20	Increasing to \$60 over next three year, but applies equally to both landfills

- 4.7 To assess the significance of these changes, a preliminary review has been completed to briefly test previous assumptions and determine if a more in-depth investigation is required.
- 4.8 The results of the preliminary feasibility review and updated sensitivity analysis indicates that Bonny Glen remains the most cost-effective option (Table 2). For the Stratford district, the results show even better savings when compared with the 2018 model.

Table 2: Net present cost of waste disposal for councils over 35 years based on 2018 current situation and 2021 current situation

	Difference in Net Present Cost (\$millions) between Central and Bonny Glen landfills	
	2018	2021
NPDC		
General waste	\$ 7.97	\$ 5.30
Special waste	-\$ 1.30	-\$ 2.30
Net saving	\$ 6.67	\$ 2.99
SDC		
General waste	\$ 0.66	\$ 2.19
Special waste	-\$ 0.08	-\$ 0.14
Net saving	\$ 0.58	\$ 2.05
STDC		
General waste	\$ 4.14	\$ 2.26
Special waste	-\$ 0.17	-\$ 0.30
Net saving	\$ 3.97	\$ 1.97
TOTAL net savings	\$ 11.22	\$ 7.01

Red text indicates the Central Landfill is more cost effective

4.9 Sensitivity analysis on assumptions undertaken in 2018 have been repeated using the 2021 figures. The result in Table 3 supports the Bonny Glen option over the Central Landfill for all 3 Councils:

- That in a worst case, if waste disposal volumes **and** transport costs continue to increase significantly year on year, Central Landfill is the most cost-effective option. This is the Low Scenario.
- If the current situation continues, which is the Mid scenario, or where we are successful in reducing waste to landfill, being the High scenario, Bonny Glen Landfill continues to be the most cost-effective option.

4.10 The likelihood of ongoing high waste volumes continuing under the 'Low' scenario is considered low, given:

- the future policy changes planned at the national level;
- the significant investment in local infrastructure planned in Taranaki, i.e., the Commercial waste sorting facility, Organic waste processing facility; and
- the continued waste minimisation education campaign by all three Councils.

Table 3: Sensitivity analysis for comparison of Central Landfill and Bonny Glen over 35 years based on updated assumptions in 2021.

	Difference in Net Present Cost (\$millions) between Central and Bonny Glen landfills		
	Low ¹	Mid ²	High ³
NPDC			
General waste	-\$ 19.02	\$ 5.30	\$ 7.39
Special waste	-\$ 6.02	-\$ 2.30	-\$ 0.90
Net saving	-\$ 25.04	\$ 2.99	\$ 6.49
SDC			
General waste	-\$ 0.13	\$ 2.19	\$ 1.64
Special waste	-\$ 0.36	-\$ 0.14	-\$ 0.05
Net saving	-\$ 0.49	\$ 2.05	\$ 1.58
STDC			
General waste	-\$ 27.38	\$ 2.26	\$ 5.38
Special waste	-\$ 0.78	-\$ 0.30	-\$ 0.12
Net saving	-\$ 28.16	\$ 1.97	\$ 5.26
TOTAL net saving	-\$ 53.69	\$ 7.01	\$ 13.33

Red text indicates the Central Landfill is more cost effective; low, med and high scenarios are based on sensitivity analysis of assumptions in relation to ¹lowest difference (transport 4% increase per year, waste volumes increase 8% per year), ²current situation and ³reduction in waste due to successful waste minimisation initiatives (highest difference).

4.11 The feasibility review was presented to the Central Landfill Joint Committee on 31 August 2021. The Joint Committee endorsed the recommendation to continue to use Bonny Glen Landfill for waste disposal.

Next Steps

4.12 This review outlines two options for consideration:

- **Option 1 – Continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd, based on the preliminary feasibility study**

- **Option 2 – Undertake a more detailed feasibility study of Central Landfill to refine the costs prior to recommending a decision to Council**

- 4.13 Irrespective of Council's decision, the Administrative Authority must inform Midwest Disposal Limited by 31 December 2023.
- 4.14 The Administering Authority will then need to review and confirm if changes are required to update the Central Landfill Joint Agreement to reflect the role of the Joint Committee and Administering Authority going forward including whether termination of the agreement is required. Termination of the JCA would require further approval by all three councils.
- 4.15 The Regional Waste Management Agreement will also need to be reviewed and updated to reflect recent decisions. This can be undertaken in conjunction with the review of the JCA.
- 4.16 Should the Council choose Option 2 above and a detailed review of the feasibility of the Central Landfill indicate that the landfill should proceed as originally intended, there is potential for the landfill to be developed further before the first right of renewal of the Midwest Disposal contract in 2024.
- 4.17 The lapse date for Central Landfill resource consents and land use consent is 2025.

5. Consultative Process

5.1 Public Consultation - Section 82

No public consultation has been undertaken for this report.

5.2 Māori Consultation - Section 81

No Iwi consultation is deemed necessary for this matter as the outcome of this decision will be managed by the JCA.

Engagement through the JCA with Iwi and Hapu over the Central Landfill is ongoing.

The engagement with Iwi and Hapu to date over the Central Landfill development indicates Option 1 is likely to be supported by Māori, as landfill development would cease in the Waingongoro River catchment which has significant cultural values.

The review considers Option 2 would delay a decision on the future of Central Landfill which may not be supported by Māori.

6. Risk Analysis

- 6.1 There are a number of risks (particularly financial and resulting political implications) and uncertainties associated with a project of this nature and size.
- 6.2 The overall risk is reduced by the shared approach taken by the three territorial local authorities, through the JCA, as well as the significant amount of planning that has been undertaken to date.
- 6.3 A number of legal opinions and reviews have formed part of this project to date.
- 6.4 Risks associated with Option 1 include:
- The existing consents held for Central Landfill would lapse in 2025;
 - Once the consents lapse, local options for waste disposal would be removed and obtaining new consents in the future will be difficult and costly;
 - There is a risk that transport costs will increase. This can be mitigated in the medium term by fixed cost fluctuations in the waste haulage contract;
 - Option 1 supports waste minimisation and disposal at a landfill which contradicts the core requirement for the viability of the Central Landfill. It also minimises the operational risks around operating a landfill outlined in previous reports on regional disposal options.

- 6.5 Risks associated with Option 2 include:
- Given the factors included and clear results of the preliminary feasibility assessment, further analysis is unlikely to change the outcome. This process will likely result in unnecessary expenditure and time delays, potentially impacting on the timeline laid out in the JCA.

7. Decision Making Process – Section 79

7.1 Direction

	Explain
Is there a strong link to Council's strategic direction, Long Term Plan/District Plan?	Yes, there is a very strong link to Council's strategic direction and LTP.
What relationship does it have to the communities current and future needs for infrastructure, regulatory functions, or local public services?	It meets the community's need for essential infrastructure.

7.2 Data

This decision report is based on information from the 'Regional Waste Disposal – Review of Central Landfill Feasibility' prepared by Kimberley Hope, Acting Group Manager Infrastructure of NPDC on 12 April 2022.

7.3 Significance

	Yes/No	Explain
Is the proposal significant according to the Significance Policy in the Long-Term Plan?	No	
Is it:		
• considered a strategic asset; or	No	The asset is held by the administering authority, in this case NPDC, SDC is making an investment in it.
• above the financial thresholds in the Significance Policy; or	No	
• impacting on a CCO stakeholding; or	No	The Joint Committee arrangement does not meet the threshold of being considered a CCO.
• a change in level of service; or	No	
• creating a high level of controversy; or	No	The location of the landfills are outside of the Stratford district.
• possible that it could have a high impact on the community?	No	The location of the landfills is outside the Stratford District.

In terms of the Council's Significance Policy, is this proposal of high, medium, or low significance?		
High	Medium	Low
	✓	

7.4 **Options**

An assessment of costs and benefits for each option must be completed. Use the criteria below in your assessment.

1. What options are available?
2. For **each** option:
 - explain what the costs and benefits of each option are in terms of the present and future needs of the district;
 - outline if there are any sustainability issues; and
 - explain if the outcomes meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions?
3. After completing these, consider which option you wish to recommend to Council, and explain:
 - how this option is the most cost effective option for households and businesses;
 - if there are any trade-offs; and
 - what interdependencies exist.

7.4.1 Two options are being proposed:

- Option 1 – To continue disposal of regional waste at Bonny Glen under the contract with Midwest Disposal Ltd, based on the preliminary feasibility study; and
- Option 2 – To review the feasibility and viability of the Central Landfill through a more detailed feasibility study of the Central Landfill to refine the costs prior to recommending a decision to each Council

The key risks for these 2 options are as described in section 6 above.

7.4.2 **Option 1: Continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd, based on the preliminary feasibility study.**

Financial and Resourcing Implications

- Despite the increase in costs associated with transporting the waste out of the region, all three Councils will continue to benefit from a net reduction in the total cost of disposal due to the significantly reduced gate rate offered by Midwest Disposal Limited.
- For the three Councils, this option would save the parties to the Joint Committee approximately \$7m (Net Present Cost) over the 35-year term of the contract if the current situation were to continue.
- This option would require legal review of the Joint Committee Agreement and the Regional Waste Services Management Agreement to ensure these are updated to reflect the councils' decisions. This could be undertaken within existing budgets.

Advantages and Disadvantages

- This option allows the councils to make a decision on the future efficiently and frees up resource to focus on reducing waste to landfill.
- The Joint Committee Agreement will need to be amended or terminated under this option. However, regional collaboration on waste management and minimisation will continue through the existing Regional Waste Management Agreement, although this will also need to be updated.
- This option will mean there will be no consented landfill option in Taranaki that could be developed in the foreseeable future

7.4.3 Option 2: Undertake a more detailed feasibility study of Central Landfill to refine the costs prior to recommending a decision to Council

Financial and Resourcing Implications

- This option would require further work to be undertaken to confirm landfill development costs and update the full cost accounting model.

Advantages and Disadvantages

- This option would delay the decision while landfill costs are updated and further analysis is undertaken.

7.4.4 Option Recommendation

This decision report supports the recommendation of Option 1, to continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd.

7.6 Financial

- | |
|---|
| <ul style="list-style-type: none">• Is there an impact on funding and debt levels?• Will work be undertaken within the current budget?• What budget has expenditure come from?• How will the proposal be funded? e.g. rates, reserves, grants etc. |
|---|

Option 1 will have minimal impact on existing budgets.

7.6 Prioritisation & Trade-off

- | |
|---|
| <p>Have you taken into consideration the:</p> <ul style="list-style-type: none">• Council's capacity to deliver;• contractor's capacity to deliver; and• consequence of deferral? |
|---|

The outcome of Option 1 will enable the Council to deliver waste disposal services to ratepayers at the minimum cost, taking a lifecycle approach. If Option 2 is chosen, the decision could be delayed while updating landfill costs.

7.7 Legal Issues

- | |
|--|
| <ul style="list-style-type: none">• Is there a legal opinion needed?• Are there legal issues? |
|--|

There are no legal issues. Legal opinions have been sought; the JCA and Terms of Reference documents have been prepared by legal experts.

Both options are consistent with the LGA by providing the most cost-effective waste disposal for the community.

Both options are consistent with the Waste Minimisation Act.

7.8 Policy Issues - Section 80

- | |
|---|
| <ul style="list-style-type: none">• Are there any policy issues?• Does your recommendation conflict with Council Policies? |
|---|

There are no policy issues with this matter; the purpose of this report aligns with Council policies as well as Section 10 of the LGA.

Both options are consistent with the Long-Term Plans of NPDC, SDC, and STDC.

Attachments

Appendix 1 – Regional Waste Services Management Agreement and Amendment (RWSMA) – D22/12877 & D22/12873

Appendix 2 – Council Resolution adopting the RWSMA – D12/25065;

Appendix 3 – NPDC Report – D22/12880;

Appendix 4 – Reviewed JCA – D21/15808;

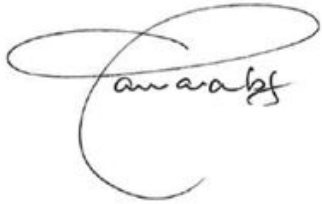
Appendix 5 – JCA Resolution / Endorsement – D22/13010;

Appendix 6 – Council Resolution to re-establish the Central Landfill Committee D21/15575;

Appendix 7 – Current Terms of Reference (TOR) – D21/15807



Steve Taylor
Projects Manager



[Endorsed by]
Victoria Araba
Director - Assets



[Approved by]
Sven Hanne
Chief Executive

Date 19 April 2022

Appendix 1



THE LAWYERS

1 Dawson Street
Private Bag 2013
DX NP90056
New Plymouth
New Zealand

email@govquill.co.nz
www.thelawyers.co.nz
Tel +64 6 758 0884
Fax +64 6 757 6200

20 December 2006

New Plymouth District Council
Private Bag 2025
NEW PLYMOUTH 4601

Attention: John Patterson

Dear Sir

Regional Waste Management Services Agreement - NPDC / STDC / STC

Thank you for your email of 19 November 2006.

I **enclose** herewith three signature copies of the agreement with all previous alterations accepted and alterations being made to clauses:

- 6.1 – amending six months to 24 months
- 7.4 – amending six months to 24 months
- 7.5 – deleted

as required.

Can I suggest you have these three copies of the agreement signed by each District Council and then each Council can be given a copy of the signed and dated agreement.

Can you please in due course forward to us a photocopy of the signed agreement for our file.

Yours faithfully
GOVETT QUILLIAM

JOHN EAGLES
email: John.Eagles@govquill.co.nz

JHE-353808-127-20-V1\jo

NEW PLYMOUTH DISTRICT COUNCIL		
REC'D: 21 DEC 2006		
DM NO:		
FILE REF: W40 10 01		
BIBLIO:		
INFO	REPLY	ACTION
		John R. Hansen

PARTNERS John Eagles, LL.M(Hons), FAMINZ(Med), Ross Fanthorpe, LL.B., Geoffrey Shearer, LL.B., Paul Franklin, LL.B., Paul Anderson, B.A., LL.B., Andrew Laurenson, LL.B., Paul Shearer, LL.B.
CONSULTANTS Hamish Shearer, LL.B., Margaret Joyce, Legal Executive (Rural)
ASSOCIATES Laurie Campbell, BSc, LL.B.

Major supporters of the



through the Visionary Partners Programme

DATED

2006

BETWEEN

NEW PLYMOUTH DISTRICT COUNCIL

"NPDC"

AND

SOUTH TARANAKI DISTRICT COUNCIL

"STDC"

AND

STRATFORD DISTRICT COUNCIL

"SDC"

**REGIONAL WASTE SERVICES
MANAGEMENT AGREEMENT**

GOVETT QUILLIAM
THE LAWYERS
NUMBER 1 DAWSON STREET
NEW PLYMOUTH

THIS AGREEMENT is dated the _____ day of _____ 2006

BETWEEN **NEW PLYMOUTH DISTRICT COUNCIL** ("NPDC") of the first part
AND **SOUTH TARANAKI DISTRICT COUNCIL** ("STDC") of the second part
AND **STRATFORD DISTRICT COUNCIL** ("SDC") of the third part

WHEREAS

- A. NPDC, STDC and SDC ("the Councils") are all local authorities situated in the Taranaki Region.
- B. The Councils together with the Taranaki Regional Council ("Regional Council") form the Regional Solid Waste Working Party ("RSWWP").
- C. The Background to the formation of the RSWWP and the matters taken into account in coming to the decision to enter into this agreement are set out as Schedule 1.
- D. The Councils wish to establish a formal agreement for the disposal of solid waste for the Taranaki Region.

NOW IT IS AGREED by and between the Councils hereto as follows:

1. DEFINITIONS

- 1.1 "RSWWP" means the Regional Solid Waste Working Party.
- 1.2 "Colson Road landfill" means the landfill owned and managed by NPDC situated on Colson Road, New Plymouth.
- 1.3 "Central landfill" is the Central landfill owned by the STDC and situated on State Highway 3, three kilometres south of Eltham for which Resource Consent has been obtained. A landfill is planned for this site but not yet developed.
- 1.4 "Regional Solid Waste Service Contracts" means the contract to serve NPDC, STDC and SDC for:
 - 1.4.1 Kerb side collection of residual solid wastes;
 - 1.4.2 Kerb side collection of and ownership (unless nominated otherwise) of recyclables;
 - 1.4.3 Operation of nominated transfer stations; and
 - 1.4.4 Haulage of residual solid waste to the Colson Road landfill.
- 1.5 "Regional Solid Waste Services Contractor" means the contractor employed jointly by the Councils to give effect to the Regional Solid Waste Services Contract.
- 1.6 "solid waste" means residual waste, recyclable waste, green waste.

2. RECITALS

- 2.1 The above Recitals are hereby confirmed.

3. JOINT GOALS

The Councils agree that their joint goals are to:

- 3.1 Obtain the most cost effective long term option for disposal of solid waste;
- 3.2 Obtain the most cost effective solution for the provision of solid waste services while retaining the right to set their own levels of service;
- 3.3 Meet the objectives of the Regional Waste Strategy and their respective District Waste Management Plans;
- 3.4 Meet the requirements of their respective Long Term Council Community Plans.

4. SPECIFIC GOALS

The Councils agree that in relation to disposal of solid waste to landfill the specific goals for each of the Councils are as follows:

- 4.1 NPDC:
 - 4.1.1 To fully recover costs from the STDC and SDC for their use of the Colson Road landfill;
 - 4.1.2 To secure access to the Central landfill when the Colson Road landfill closes.
- 4.2 SDC:
 - 4.2.1 To secure access to the Colson Road landfill as from 1 October 2006;
 - 4.2.2 To secure access to the Central landfill when the Colson Road landfill closes;
- 4.3 STDC:
 - 4.3.1 To secure access to the Colson Road landfill as from 1 June 2007;
 - 4.3.2 To secure access to the Central landfill when the Colson Road landfill closes;
 - 4.3.3 To fully recover costs from NPDC and SDC for the use of the Central landfill.

5. AGREEMENTS

Each Council agrees to:

- 5.1 Strive to meet the joint goals and assist the other Councils to meet the joint goals as set out in clause 3 hereof.
- 5.2 To assist the other Councils to achieve their specific goals as set out in clause 4 hereof.
- 5.3 Continue to be active members of the RSWWP.

- 5.4 Share information between the Councils in an open manner and act in good faith towards one another at all times.
- 5.5 Develop the detailed work plans required to give effect to this agreement.

6. COLSON ROAD LANDFILL

NPDC has the following obligations in respect of the Colson Road landfill:

- 6.1 To accept solid waste from STDC and SDC while the Colson Road landfill has capacity or until STDC and SDC give 24 months notice in writing to NPDC that they choose not to continue to use the Colson Road landfill; on the following basis:
 - 6.1.1 The same conditions will apply to the disposal of solid waste in the landfill as other commercial refuse operators as amended from time to time.
 - 6.1.2 To charge the STDC and SDC for the disposal of solid wastes from the Regional Solid Waste Services Contractor and other Contractors on behalf of STDC and SDC (if any) depositing solid waste from their respective Districts at the rate of \$42.00 per tonne plus GST for the period 1 October 2006 to 30 June 2007.
 - 6.1.3 To refund to STDC and SDC \$10.00 per tonne (plus GST) for the period 1 October 2006 to 30 June 2007 for all solid waste deposited at the Colson Road landfill including from the Regional Solid Waste Services Contractor and from all other contractors on behalf of STDC and SDC depositing solid waste from their respective districts.
 - 6.1.4 To charge STDC and SDC for depositing solid waste from their respective Districts in future years sufficient for NPDC to recover all costs. Such charge shall be calculated as is advocated by the Ministry of Environment and its publication entitled "Landfill for Costs Accounting Guide 2004" as amended from time to time or other similar full costing accounting procedure accepted in replacement for such Guide see appendix one.
 - 6.1.5 To regularly and at least once every twelve months inform STDC and SDC in writing as to the estimated remaining capacity and estimated closure date of the Colson Road landfill to enable STDC and SDC to be fully aware of the remaining capacity and likely closure date of the Colson Road landfill.
- 6.2 That nothing contained herein shall prevent NPDC from accepting solid waste from any other local authority or contractor.

7. CENTRAL LANDFILL

STDC has the following obligations in respect of the Central landfill:

- 7.1 To ensure that the Resource Consent (a copy of which is attached hereto as Schedule 2) for the operation of the Central landfill site shall remain in effect and shall at its sole expense meet all requirements to keep the Resource Consent in effect.
- 7.2 To inform SDC and NPDC in writing no later than 1 July 2007 of the steps and time frames necessary for STDC to develop the Central landfill to ensure that the Central landfill will be available for operation and to receive solid waste from NPDC and SDC at least one month prior to the estimated closure date of the Colson Road landfill.

- 7.3 To develop at its sole cost in accordance with the Resource Consent the Central landfill to be available to receive solid waste from NPDC and STDC at least one month prior to the estimated closure date of the Colson Road landfill.
- 7.4 To accept solid waste from NPDC and SDC while the Central landfill has capacity or until NPDC and SDC give 24 months notice in writing to STDC that they chose not to continue to use the Central landfill; on the following basis:
 - 7.4.1 The same conditions shall apply to the disposal of solid waste in the landfill as other commercial refuse operators as amended from time to time.
 - 7.4.2 To charge NPDC and SDC for depositing solid waste from their respective districts in future years sufficient for STDC to recover all costs. Such charges shall be calculated as is advocated by the Ministry of Environment in its publication entitled "Landfill for Costs Accounting Guide 2004" as amended from time to time or other similar full costing account procedure accepted in replacement for such guide see appendix one.
 - 7.4.3 To regularly and at least once every twelve (12) months inform NPDC and SDC in writing as to the estimated remaining capacity, estimated closure date of the Central landfill to enable NPDC and SDC to be fully aware of the remaining capacity and likely closure date of the Central landfill.

8. BINDING AGREEMENT

- 8.1 This agreement binds all Councils hereto until either:
 - 8.1.1 All the Councils agree in writing that this agreement is to terminate; or
 - 8.1.2 All the Councils agree that there is a better option available for the Councils for the disposal of solid waste in the Taranaki Region than the development of the Central landfill as provided herein.

9. JOINT ADVISORS

- 9.1 The Councils agree that where there is a financial advantage, the Councils shall jointly procure consultant/supply services and meet those costs in proportion to their relevant responsibility at that time. The apportionment of costs shall be agreed before Councils procure such consultants/supply services. The Councils have agreed jointly to seek legal representation from Govett Quilliam, The Lawyers, New Plymouth and advice where this is agreed as appropriate under this agreement and associated agreements. Each Council may at all times seek independent advice at their own cost.

10. FUNDING

- 10.1 The Councils each confirm that they have each allocated under their respective annual plans and Long Term Council Community Plan ("LTCCP") (if applicable) the finances necessary for each Council to contribute the funds necessary to meet each Councils payments required under this contract.
- 10.2 The liability of each Council is limited to the amount payable in that year by that Council and no Council shall have any other liability for any other Council's payments.

11. WARRANTIES

Each Council warrants to the other Councils as follows:

- 11.1 **Power to Enter into Agreement:** It has the legal right and power to enter into this Agreement and to consummate the transactions contemplated hereby on and subject to the terms and conditions of this Agreement and the execution, delivery and performance of this Agreement by it has been duly and validly authorised and this Agreement is a valid and binding Agreement enforceable in accordance with its term.
- 11.2 **No Conflict:** This Agreement will not conflict with or result in a breach of the terms, conditions or provisions of its constitutive documents or of any instrument or agreement to which it is a party or by which it may be bound and will not constitute (with or without the passage of time, giving of notice, or both) a default under any such instrument or agreement.
- 11.3 **No Further Authorisation:** No further authorisation, consent or approval of any person is required as a condition to the validity of this Agreement or to give effect to the transactions contemplated hereby.

12. PARTIAL INVALIDITY

- 12.1 If any term, condition or proviso contained in this Agreement is declared or adjudged to be invalid or unenforceable, such term, condition or proviso shall be severable, and shall be deemed to be deleted from this Agreement and shall not affect the validity or enforceability of other terms, conditions and provisos herein contained.

13. MODIFICATION

- 13.1 This Agreement may not be modified or amended except by an instrument in writing signed by all Councils.

14. NOTICES

- 14.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by post (within New Zealand) or sent by facsimile transmission (with the sender retaining and, if required, providing the recipient with the original transmission report evidencing the number of pages transmitted and the time of transmission and promptly confirming the same by registered post). Any such notice shall be deemed given when so delivered personally prior to 4pm on any business day or sent by facsimile transmission prior to 4pm on any business day or the next business day or at any time on a day which is not a business day or after sending by post within New Zealand at the following address (or at such other address as shall be specified by like notice).

14.2 **New Plymouth District Council:**

C/- The Chief Executive
New Plymouth District Council
Private Bag 2025
New Plymouth
Telephone: 06 759 6060
Fax: 06 759 6072

14.3 South Taranaki District Council

C/o The Chief Executive
South Taranaki District Council
Private Bag
Hawera
Telephone: 06 278 8010
Fax: 06 278 8757

14.4 Stratford District Council

C/o The Chief Executive
Stratford District Council
P O Box 320
Stratford
Telephone: 06 765 6099
Fax: 06 765 7500

15. COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original. Any Council may enter into this Agreement by executing any such counterpart.

16. ENTIRE AGREEMENT

- 16.1 Except for any non-disclosure or confidentiality, covenants or agreements this Agreement constitutes the sole understanding of the Councils with respect to the subject matter thereof and supersedes all previous agreements, letters of intent, memorandum of understanding and communications, whether verbal or written, between the Councils with respect to the subject matter thereof.

17. PUBLIC ANNOUNCEMENTS

- 17.1 Except as required by law no Council shall make any announcement or other communication relating to the subject matter of this Agreement without the agreement of all the other Councils unless required by law.

18. FURTHER ASSURANCES

- 18.1 Each Council shall each execute and deliver such further and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

19. WAIVERS

- 19.1 No waiver by any Council of any default in the strict and literal performance of compliance of any provision, condition or requirement herein shall be deemed to be a waiver of restrictions to performance of and compliance of any other provisions, condition or requirement contained herein nor to be a waiver of or in any manner release any other Council from strict compliance with any provision condition or requirement in the future.

Nor shall any delay or omission by any Council to exercise any right hereunder in any manner impair the exercise of any such right accruing to such other Council thereafter. Except when otherwise expressly stated therein no remedy expressly granted herein to any Council shall exclude or be deemed to exclude any other remedy which would otherwise be available.

20. GOVERNING LAW AND COMPLIANCE WITH LAW

- 20.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of New Zealand and the Councils submit to the non- exclusive jurisdiction of the Courts of New Zealand or any Court which may hear appeals from such Court.

21. ASSIGNMENT

- 21.1 Subject to anything expressly to the contrary in this Agreement no Council may assign, transfer or charge this Agreement or any of its rights or obligations hereunder correctly or incorrectly to any third party.

22. ACT IN GOOD FAITH

- 22.1 Each Council hereby agrees that they will act in good faith in meeting the responsibilities under this agreement and in resolving differences of opinion. Each Council will endeavour to keep their Council and the other Councils advised of issues that may effect any Council as a result of activities by other Council.

23. DISPUTES

- 23.1 If at any time during or after the expiry of this Agreement any Council affected alleges by written notice that a dispute has arisen out of or in relation to this Agreement the Councils shall negotiate in good faith in an attempt to resolve the matter.
- 23.2 If the Council have not been able to reach a settlement within 14 days then any affected Council may thereafter by written notice to the other Council affected refer the dispute for resolution in accordance with this clause.
- 23.3 The matter shall first be referred to a mediator. If each of the Council affected are unable within 14 days of receipt of the notice of referral to agree upon a mediator, then any such affected Council may request the President of the Arbitrators & Mediation Institute of New Zealand Inc to appoint one for them.
- 23.4 Following the appointment of a mediator's the Councils shall continue to attempt to resolve the dispute with the mediators assistance. If after 21 days no agreement has been reached then any affected Council may thereafter by written notice refer the dispute to Arbitration. Each Council affected shall pay an equal proportionate share (or any other agreed proportion) of the mediators costs and disbursements.
- 23.5 The arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996 by a sole arbitrator. If the Councils affected are unable within 14 days of receipt of the notice of referral to arbitration to agree upon an arbitrator then any Council affected may request the President of the Arbitrators and Mediators Institute of New Zealand to appoint an arbitrator for them **PROVIDED HOWEVER** that if the dispute relates to the payment of a sum of money by one Council to another Council then unless the Councils affected agree that such dispute shall be resolved by arbitration pursuant to the terms

hereunder. If mediation is not successful then, instead of referring such monetary dispute to arbitration pursuant to the provisions of clause 23.4 hereof, any affected Council can commence Court proceedings to resolve the dispute.

IN WITNESS WHEREOF this agreement has been executed the day and year first hereinbefore written.

THE COMMON SEAL of the)
NEW PLYMOUTH DISTRICT COUNCIL)
is affixed hereto in the presence of:)

THE COMMON SEAL of the)
SOUTH TARANAKI DISTRICT COUNCIL)
is affixed hereto in the presence of:)

THE COMMON SEAL of the)
STRATFORD DISTRICT COUNCIL)
is affixed hereto in the presence of:)

JHE-353808-127-14-V1

SCHEDULE 1

BACKGROUND

1. The members of the Regional Solid Waste Working Party ("RSWWP") are the New Plymouth District Council ("NPDC"), South Taranaki District Council ("STDC"), Stratford District Council ("SDC") and the Taranaki Regional Council ("Regional Council").
2. The Regional Council does not have a statutory duty to provide solid waste services and is therefore not a party to this agreement.
3. RSWWP at its meeting on 25 June 2003 recognised that a formal agreement would be needed to co-ordinate the provision of solid waste services.
4. The objectives of the RSWWP (which was formed in May 2003) are as follows:
 - 4.1 To develop a detailed proposal for funding and managing the shared landfills in Taranaki; and
 - 4.2 To assist, where appropriate, obtaining consents for shared landfills; and
 - 4.3 To co-ordinate any matter relating to solid waste management in Taranaki where there is a potential for benefits to the whole region.
5. Planning for co-ordinated solid waste services has taken place since the formation of the RSWWP and has now reached the stage where there is a firm proposal for a co-ordinated regional approach for the provision of solid waste services. The following matters have been agreed:
 - 5.1 The best scenario for solid waste disposal for the Councils has been identified as being a single shared landfill to service the region. That scenario recognises:
 - 5.1.1 NPDC's Colson Road landfill will be the sole regional landfill;
 - 5.1.2 A new landfill on STDC's site near Eltham is to be developed as the sole regional landfill, subject to confirmation by the Councils that the Eltham site is still the best option for the sole regional landfill. Such new regional landfill (the Central landfill) is to be operational from the date of closure of Colson Road landfill.
 - 5.1.3 Agreement in principle has been reached by the RSWWP on how the regional landfills are to be funded and maintained.
 - 5.2 A Resource Management Act Consent has been obtained for the Eltham landfill site which has now been renamed the Central landfill;
 - 5.3 The combined Regional Solid Waste Services Contract for kerb side collection, transfer station management and transfer of waste disposal was awarded to Waste Management Limited and commenced on 1 October 2006.
6. NPDC has three landfills, two are soon to be closed or are in the process of closing. The remaining landfill (Colson Road) is the largest and is the only sanitary landfill in the region. STDC currently delivers all its refuse to one of those landfills soon to close. STDC has two landfills and both are about to close, the last one will close in June 2007.

7. The Regional Solid Waste Services Contract which terminates on 1 December 2013 provides solid waste services which include:
 - 7.1 The kerb side/gate collection of all urban and selected rural residential solid waste and recyclables within the Taranaki Region;
 - 7.2 The operation of transfer stations at the following locations:
 - 7.2.1 Okato
 - 7.2.2 Inglewood
 - 7.2.3 Stratford
 - 7.2.4 Hawera
 - 7.2.5 Eltham
 - 7.2.6 Waverley
 - 7.2.7 Waitotara
 - 7.2.8 Opunake
 - 7.2.9 Manaia
 - 7.2.10 Patea (on closure of the Patea landfill).
 - 7.3 The disposal of recyclable wastes (except that the kerb side recyclables for the STDC are to be delivered to the Hawera IHC who will then sort and dispose of those wastes).
 - 7.4 The haulage of residual solid waste to the NPDC Colson Road landfill (except that the STDC will continue to use the Patea landfill for its residual solid waste until its closure in June 2007).
8. The Regional Solid Waste Services Contract is independent of the Regional Solid Waste Management Agreement of which this Schedule forms part.

SCHEDULE 2
Resource Consent

Draft 3
3 July 2017

DEED VARYING REGIONAL WASTE SERVICES MANAGEMENT AGREEMENT

SOUTH TARANAKI DISTRICT COUNCIL

NEW PLYMOUTH DISTRICT COUNCIL

STRATFORD DISTRICT COUNCIL

 **Simpson Grierson**
Barristers & Solicitors
Auckland, Wellington & Christchurch
New Zealand
www.simpsongrierson.com

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5. LIABILITY FOR PRIOR BREACH	2
6. NOTICES	2
7. GENERAL	2

SCHEDULE 1 – ADDRESSES FOR NOTICES

DEED DATED

2017

PARTIES

1. **SOUTH TARANAKI DISTRICT COUNCIL (STDC)**
2. **NEW PLYMOUTH DISTRICT COUNCIL (NPDC)**
3. **STRATFORD DISTRICT COUNCIL (SDC)**

BACKGROUND

- A. The parties entered into a Regional Waste Services Management Agreement (**RWSMA**) on 2 July 2008 for the disposal of refuse in the Taranaki Region. Under the RWSMA, the parties currently use a landfill situated at Colson Road in New Plymouth (**Colson Road Landfill**). The Colson Road Landfill is owned and operated by NPDC and is expected to close in 2019.
- B. The RWSMA provides that before the end of the life of the Colson Road Landfill, a new landfill will be developed by STDC on land owned by STDC situated on State Highway 3, three kilometres south of Eltham (**Central Landfill**), and that the Central Landfill will be operated by STDC from the time that the Colson Road Landfill is closed.
- C. On [*insert date*] the parties entered into a joint committee agreement (**JCA**). Under the JCA, the parties have established a joint committee which will develop and operate the Central Landfill, instead of the Central Landfill being developed and operated by STDC alone.
- D. Accordingly, the parties have agreed to vary the RWSMA to reflect the arrangement under the JCA, on the terms set out in this deed.

THIS DEED RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this deed, unless the context indicates otherwise, words and expressions defined in the RWSMA have the same meaning when used in this deed.
- 1.2 **Interpretation:** In this deed, unless the context indicates otherwise, the interpretation provisions of the RWSMA apply as if they were set out in this deed.

2. EFFECTIVE DATE OF AMENDMENTS

The amendments in clause 3 of this deed will take effect when the last of the conditions in clause 2 of the JCA has been satisfied as confirmed in writing by NPDC (as the Administering Authority under the JCA) to the other parties.

3. AMENDMENTS

The RWSMA is amended by deleting:

- 3.1 clause 1.1;
- 3.2 clause 4.3.3;
- 3.3 clause 7;
- 3.4 clauses 9.1.3 and 9.1.4; and
- 3.5 the second sentence of clause 12.3.

4. CONFIRMATION OF VALIDITY

Except as expressly amended in accordance with this deed, the RWSMA remains in full force and effect on its original terms.

5. LIABILITY FOR PRIOR BREACH

Each party remains liable under the terms of the RWSMA for any acts or omissions of that party:

- 5.1 **Breach:** that have resulted in a breach of the RWSMA; and
- 5.2 **Prior to Amendment:** that occurred at any time before the amendments in clause 3 of this deed take effect.

6. NOTICES

6.1 **Method of Delivery:** Any written notice required under this deed must be signed by a duly authorised representative of the party giving that notice and (without limiting the means by which notice may be given under this deed) will be deemed validly given if:

- (a) **Delivery:** delivered by hand to the intended recipient's address as set out in schedule 1 (or such other address as the recipient may nominate, by written notice to the other parties from time to time); or
- (b) **Email:** sent by email to the intended recipient's email address as set out in schedule 1 (or such other email address as the recipient may nominate, by written notice to the other parties from time to time) and if the recipient acknowledges receipt (whether by way of automated message or otherwise).

6.2 **Time of Delivery of Notices:** Any notice transmitted by email or delivered after 5.00pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00am on the next Business Day.

7. GENERAL

7.1 **Costs:** Unless otherwise stated in this deed, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this deed.

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- 7.3 Further Assurances:** The parties will each do all things and execute all documents reasonably required to give effect to this deed.
- 7.4 Waiver:** Any waiver by a party of any of its rights or remedies under this deed will be effective only if it is recorded in writing and signed by a duly authorised representative of that party. If the waiver relates to a breach of any provision of this deed, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this deed at any time by any party will in any way affect limit or waive that party's right to subsequently require strict compliance with this deed.
- 7.5 Counterparts:** This deed may be signed in counterparts. All executed counterparts will together constitute one document.
- 7.6 Copies:** Any copy of this deed that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this deed) may be relied on by any party and presented in evidence in any legal proceedings as though it were an original copy of this deed. This deed may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.
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- 7.8 Assignment:** No assignment of this deed by any party is permitted, except with the other parties' prior written consent.
- 7.9 Governing Law and Jurisdiction:** This deed is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this deed.

SIGNATURES

SIGNED on behalf of the **NEW PLYMOUTH DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **SOUTH TARANAKI DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **STRATFORD DISTRICT COUNCIL** by:

Signature

Name/Title

SCHEDULE 1

ADDRESSES FOR NOTICES

NPDC

Physical Address: 84 Liardet St.
New Plymouth

Email Address: David.Langford@npdc.govt.nz

STDC

Physical Address: 105-111 Albion St
Hawera 4610

Email Address: Brent.Manning@STDC.govt.nz

SDC

Physical Address: 61-63 Miranda St
Stratford 4352

Email Address: SHanne@stratford.govt.nz

Draft 3
3 July 2017

DEED VARYING REGIONAL WASTE SERVICES MANAGEMENT AGREEMENT

SOUTH TARANAKI DISTRICT COUNCIL

NEW PLYMOUTH DISTRICT COUNCIL

STRATFORD DISTRICT COUNCIL

 **Simpson Grierson**
Barristers & Solicitors
Auckland, Wellington & Christchurch
New Zealand
www.simpsongrierson.com

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3. AMENDMENTS	1
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SCHEDULE 1 – ADDRESSES FOR NOTICES

DEED DATED

2017

PARTIES

1. **SOUTH TARANAKI DISTRICT COUNCIL (STDC)**
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SIGNATURES

SIGNED on behalf of the **NEW PLYMOUTH DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **SOUTH TARANAKI DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **STRATFORD DISTRICT COUNCIL** by:

Signature

Name/Title

SCHEDULE 1

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Email Address: Brent.Manning@STDC.govt.nz

SDC

Physical Address: 61-63 Miranda St
Stratford 4352

Email Address: SHanne@stratford.govt.nz

Appendix 2



**STRATFORD
DISTRICT COUNCIL**

DECISION REPORT

TO: Chief Executive

File Ref 18065

FROM: Operations Manager

DATE: 6 May 2008

SUBJECT: MANAGEMENT OF SOLID WASTE SERVICES AGREEMENT

1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to gain council approval to enter into an agreement between the three Taranaki district councils for the management of solid waste services

2. EXECUTIVE SUMMARY

- 2.1 The agreement relates specifically to two issues. The first is the landfill disposal of refuse. The second is the provision of solid waste services (kerbside refuse collection and transfer stations) while allowing each council to set their own levels of service. The agreement has been written and senior staff from the three councils, and their legal advisors, are satisfied that the agreement is now ready to be signed.

3. BACKGROUND

- 3.1 Since 2002 the three Taranaki district councils (with assistance from the regional council) have been developing a co-operative approach to the management of the region's solid wastes.
- 3.2 The first issue addressed was the landfill disposal of residual wastes. It was known that several landfills were due to close. In 2002 a study was conducted to determine the best option for landfill disposal of the region's wastes. It concluded that the best long-term solution was for the three district councils to use a single regional landfill. This landfill would initially be the New Plymouth District Council's existing landfill at Colson Rd. Once the Colson Rd landfill was full, a farm on Rotokare Rd, Eltham, purchased by the South Taranaki District Council as a landfill site, would be developed as a landfill. This landfill would be known as the Central landfill.
- 3.3 Each of the three district councils (Stratford, New Plymouth and South Taranaki) granted their approval, in principle, for this regional approach to solid waste disposal.

-2-

3.4 The second issue to be addressed was for a regional approach to solid waste services. Existing contracts (held individually by the three councils) were due to end, and an opportunity existed for economies of scale with a single regional contract. The contract would include:

- The kerbside collection of wastes,
- The management of all the regions transfer stations, except the Colson Road transfer station (already owned and managed by a private company), and
- The transfer of kerbside collection and transfer station wastes to the regional landfill.

3.5 Tenders were called for a regional solid waste services contract for this work. The tender price received confirmed that this was the best and most economic option for the three councils. The contract was approved by all three councils and has been running for the last 18 months.

3.6 The Regional Waste Services Agreement between the Stratford, New Plymouth and South Taranaki district councils therefore refers to both the regional landfill and the regional solid waste services contract as described above.

4. **CONSULTATIVE PROCESS**

4.1 **Public Consultation**

All consents for both the Colson Road and central landfills to be regional landfills have been obtained. The consent processes have involved extensive consultation with affected parties.

4.2 **Maori Consultation**

Tangata whenua were consulted as part of the consent processes for the landfills, there are no specific implications.

5. **RISK ANALYSIS**

Please refer to the Consequence and Impact Guidelines at the front of the reports in this agenda.

5.1 There are no known risks with entering into this agreement.

6. **DECISION MAKING PROCESS**

Category	Factors to Consider
Direction	<ul style="list-style-type: none"> • Is there a strong link to Council’s strategic direction, LTCCP/District Plan. • Is there a strong link to identified community outcomes.
Data	<ul style="list-style-type: none"> • Do we have complete data on the proposal(s). • Do we have reasonably reliable data on the proposals. • What assumptions have had to be built in.
Significance	<ul style="list-style-type: none"> • Significance policy. • Whether this affects a strategic asset.
Choices	<ul style="list-style-type: none"> • What options or choices are available. • Are the choices fully costed. • What interdependencies exist. • What are the disadvantages and advantages of each option? • Any legal/policy issues.
Prioritisation & Trade-off	<ul style="list-style-type: none"> • Impact on funding and debt levels. • Council’s capacity to deliver. • Contractor capacity to deliver. • Consequence of deferral. • Impact on community (four well beings).
Specify nature of decision required	

6.1 **Direction**

The agreement has a strong link to the identified community outcomes of:

- *“Affordable high quality core services”*
- *“Clean air water and land”*

6.2 **Data**

The main points of the agreement are as follows:

1. The three councils will continue to be active members of the regional solid waste working party and will work co-operatively to meet joint goals such as adopting the most cost effective solution for solid waste services and refuse disposal.
2. The agreement will allow all three councils to dispose their refuse at:
 - (a) The Colson Rd landfill (owned & managed by the New Plymouth District Council), and when it’s full,
 - (b) The Central landfill (owned & managed by the South Taranaki District Council).

-4-

3. The councils that own and manage the landfills will be responsible for funding the costs for those landfills. Recovery of costs will be through gate charges at each landfill. There is the ability for a “network” charge to be included in the gate charge. This will be refunded to each council as a subsidy. The purpose of the subsidy is to allow common pricing (gate charges) at remote transfer stations.
4. Each council can give 24 months notice of its intention to terminate use of either landfill but, for the central landfill, there is a commitment from all three councils to underwrite the establishment costs. This protects South Taranaki District Council against costs incurred by early termination. The division of those costs is linked to volumes collected by the regional solid waste services contractor.
5. New Plymouth District Council has first right of refusal to buy the central landfill site should the South Taranaki District Council choose to sell. New Plymouth District Council is giving the South Taranaki and Stratford district councils the use of “cheap” landfill space meaning the Colson Road landfill will fill faster. The agreement protects New Plymouth District Council’s long term regional landfill interests.
6. Resource consents for both the Colson Road landfill and the central landfill site to be regional landfills have been obtained.

6.3 **Significance**

The provision of solid waste management contributes to district growth, the Environment and Quality of Life. The agreement will secure the long-term landfill disposal of solid waste for the district, and is the most cost-effective way of providing solid waste services.

6.4 **Choices**

The agreement allows the community to achieve a number of objectives including minimising the residual waste going to land fill, increasing the quality of recyclables collected and to protect the environment.

6.5 **Prioritisation & Trade-off**

The agreement has no impact on funding and debt levels and goes some way to reducing the impact of solid waste disposal on the environment.

6.6 **Specify Nature of Decision Required**

The Council’s existing solid waste strategy includes regional co-operation for landfills. The Council’s 2006–2016 Community Plan recognises this regional approach to landfill disposal.

-5-

7. **RECOMMENDATIONS**

Please note that if the recommendation is not consistent with documents stated in Clause 6 or any other Council Policy then need to elaborate.

7.1 THAT the Council enters into a Regional Waste Services Agreement between Stratford, New Plymouth and South Taranaki district councils.

Recommended Reason

Legislation requires the Council to “promote effective and efficient waste management within its district”.

John Jones
OPERATIONS MANAGER

[Approved by]
M R Freeman

CHIEF EXECUTIVE

DATE

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Appendix 3

REGIONAL WASTE DISPOSAL - REVIEW OF CENTRAL LANDFILL FEASIBILITY

MATTER

1. The matter for consideration by the Council is the review of Central Landfill feasibility to determine whether Bonny Glen Landfill continues to be the most cost effective waste disposal option.

RECOMMENDATION FOR CONSIDERATION

That having considered all matters raised in the report the Council:

- a) **Note the results of the preliminary feasibility review and updated sensitivity analysis indicates Bonny Glen Landfill remains the most cost effective option**
- b) **Note the endorsement of the recommendation by the Central Landfill Joint Committee**
- c) **Approve the continued disposal of waste to Bonny Glen Landfill under the existing contract with Midwest Disposal Ltd**
- d) **Authorise the Administering Authority to review the Central Landfill Joint Agreement and update the Regional Waste Management Agreement to reflect decisions by the three councils on this matter.**
- e) **Note that should the Central Landfill Joint Agreement need to be terminated, this requires further approval by all three Councils**

COMPLIANCE	
Significance	This matter is assessed as being of some importance
Options	<p>This report identifies and assesses the following reasonably practicable options for addressing the matter:</p> <ol style="list-style-type: none"> 1. Based on the preliminary feasibility review, continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd 2. Undertake a more detailed feasibility study of Central Landfill to refine the costs prior to recommending a decision to each council

COMPLIANCE	
Affected persons	The persons who are affected by or interested in this matter are the whole Taranaki region.
Recommendation	This report recommends option 1 for addressing the matter.
Long-Term Plan / Annual Plan Implications	No
Significant Policy and Plan Inconsistencies	No

EXECUTIVE SUMMARY

2. As required under the Central Landfill Joint Committee Agreement, a review of the feasibility of Central landfill has been undertaken prior to the first renewal of the Bonny Glen Waste disposal contract on 30 June 2024.
3. In the three years since the financial feasibility of Central Landfill compared to alternative disposal at Bonny Glen Landfill was undertaken, there have been some key changes which may influence the total cost of out of region disposal options, principally related to climate change response, and waste disposal volumes.
4. A preliminary financial analysis shows that after updating the financial model to reflect the current situation, there would still be savings of \$7m over 35 years for councils by using Bonny Glen Landfill. However, due to higher waste disposal volumes and ETS costs, these savings would be reduced, compared to what was modelled in 2018 (savings of \$11m).
5. Sensitivity analysis indicates that the net present cost of the Midwest Disposal Ltd offer continues to be more cost effective, unless there is a significant ongoing increase in transport cost and ongoing increases in waste volumes (8% per year).
6. Given the future policy changes planned at the national level as well as significant investment in local infrastructure planned in Taranaki (commercial waste sorting facility and organic waste processing), the likelihood of ongoing high waste volumes continuing is low.
7. Based on this, it is recommended that each council should continue to dispose of waste at Bonny Glen Landfill, review the need for a Joint Committee Agreement in light of this decision and update the Regional Waste Services Agreement to reflect the current regional approach to waste services.

BACKGROUND

1. New Plymouth District Council (NPDC), Stratford District Council (SDC) and South Taranaki District Council (STDC) are obligated to manage waste disposal by the Regional Waste Services Management Agreement 2008 (RWSMA). This agreement was amended through a Memorandum of Understanding (MOU) signed in December 2016 and a Joint Committee Agreement (JCA) established to develop, own and operate the Central Landfill. The JCA was signed on 20 December 2017, and construction for the Central Landfill began in 2017. The JCA assigned New Plymouth District Council (NPDC) as the Administering Authority for the Central Landfill.
2. Following the resolution by each District Council (the Councils) in November 2018, to transport Taranaki waste to Bonny Glen Landfill, construction of Central Landfill ceased and the Central Landfill Joint Committee Agreement was updated to incorporate a holding period during the first five years of the Bonny Glen Landfill contract with Midwest Disposal Ltd.
3. The first five yearly contract renewal date in the Bonny Glen waste disposal contract is 30 June 2024.
4. With the lapse date for Central Landfill resource consents extended to 2025, there was the potential for Central Landfill to be developed within the next three years.
5. The Administering Authority has reviewed the feasibility of Central Landfill in accordance with the timeline outlined in the JCA:

Milestone	Date Required By
Undertake cost benefit analysis of Bonny Glen vs Central Landfill, including updated landfill construction cost estimate	July 2021
Decision by three councils whether to proceed with Central Landfill	December 2021
Payment of Initial Instalments	February 2022
Review and confirm landfill design	June 2022
Tender and construct landfill (two construction seasons – allows time to confirm leachate disposal option)	July 2022 to June 2024

6. If a decision to proceed with Central Landfill was made, Central Landfill would need to be able to accept waste on 1 July 2024.

Feasibility review criteria

7. The Central Landfill Joint Committee Agreement (JCA) outlines the requirement to determine the viability of Central Landfill considering:

- the performance of the Bonny Glen waste disposal contract;
 - comparison with initial waste disposal modelling assumptions using the identified triggers: Total cost of disposal exceeding LTP budget; waste volume growth exceeding LTP expected volume; waste minimisation progress less than modelled in 2018;
 - the ability to extend all relevant Central Landfill consents for an extended period, or at least five years;
 - the capital required to maintain the consents and Central Landfill site;
 - any options to future proof the landfill site including purchasing neighbouring land if required;
 - any changes to landfill best practice, government policy and implementation of Waste Management and Minimisation Plan actions.
8. The initial feasibility work that informed the previous decision to stop developing Central Landfill was based on a number of assumptions and a risk assessment undertaken in 2018.
9. The Bonny Glen contract has now been operating for two years, consent lapse dates have been extended to December 2025, and there have been some changes at the national level that may affect assumptions from the initial feasibility modelling.
10. To assess the significance of these changes, a preliminary review has been completed to briefly test previous assumptions and determine if a more in-depth investigation is required.

Performance of Bonny Glen contract

11. The Bonny Glen contract has now been operating for two years in accordance with the contract terms. All aspects of the contract have been fulfilled and performance is as expected with no issues experienced in relation to service delivery.

What has changed since the previous feasibility study?

12. There have been a number of changes over the last three years that may impact on the viability of Central Landfill principally in relation to government policy.
- a) An increase in the landfill waste levy was introduced on 1 July from \$10 to \$20 per tonne, with further increases up to \$60 over the next three
-

years. This will affect both landfill options equally so does not have any impact on landfill viability.

- b) Amendments to the Emissions Trading Scheme (ETS) which has involved the increase in the price on carbon credits, with spot prices now \$76 per unit and further forecast increases likely. Savings on ETS costs can be achieved through landfill gas capture which will be present at both landfills. However greater cost savings can be realised at Central Landfill compared to Bonny Glen where only a portion of the savings are passed through to councils under the terms of the disposal agreement.
 - c) Introduction of the Climate Change Response (Zero Carbon) Amendment Act 2019 to enable the transition to a low emission economy will likely impact on transport costs, as well as facilitating the transition to alternative transport technology for long haul trucks (i.e. electric or hydrogen). There is also an increasing awareness in the community about the transport of waste long distances and the impact this is having on our carbon emissions.
 - d) The region's progress on waste reduction through council waste management and minimisation plans has been less than expected, despite the introduction of a new food scraps service in New Plymouth and more coordinated and targeted education around waste minimisation and recycling regionally. This can be attributed to:
 - i) A worldwide pandemic, which has resulted in increased in waste disposal post lockdowns in New Zealand.
 - ii) A significant downturn in the recycling market both nationally and internationally.
 - iii) An increase in commercial waste disposal via council transfer stations following closure of Colson Road landfill (particularly in STDC).
 - e) These events have had a significant impact on the waste sector, some negative (i.e. higher waste disposal volumes) and some positive (generation of local markets for recycling processing, improved recycling infrastructure and a greater awareness in the community about waste and recycling).
 - f) The government has responded to some of the international changes by developing a comprehensive work programme which will involve a review of the Waste Minimisation Act and New Zealand Waste Strategy as well as the development of mandatory product stewardship schemes and the container return scheme amongst other things. These future changes will likely result in further progress towards Zero Waste at the local level.
-

- g) Special waste disposal was a key risk identified in 2018, which has been largely addressed through the provision of special waste disposal at Colson Road landfill for a year, allowing the commercial sector to set in place infrastructure and transport solutions to other landfills.

Maintenance of Central Landfill consents

13. After successfully extending the lapse dates on the resource consents for Central Landfill to align with the STDC land use consent, further extensions of the lapse dates are very unlikely to be granted.
14. While retaining the land should a landfill be required in future could be considered, it should be noted that based on recent resource consenting processes for other landfills in New Zealand, it will likely be very difficult to gain new consents for a landfill in the future and the costs of this are likely to be significant.
15. In addition, the upcoming replacement of the Resource Management Act and recent National Policy Statement for Freshwater Management will also affect the ability to establish new landfills in the future, increasing the cost and risk of investment.
16. As such, this is the last opportunity to secure the ability to construct, open and operate a landfill within Taranaki.

Financial analysis

17. A preliminary financial analysis has been undertaken to model the cost of the continued development of the Central Landfill and use of Bonny Glen landfill, comparing 2018 assumptions with actuals and/or updated assumptions in 2021. This analysis has been undertaken on a whole of life cost basis in order to establish the Net Present Cost using a discount factor of 5.25%¹.
18. The analysis has been limited to Council controlled waste. Capital costs for the construction of Central Landfill and the full cost accounting model have not been updated.
19. Changes in landfill modelling assumptions from 2018 and 2021 are summarised in Table 1. Most assumptions have remained similar to that modelled in 2018. The key changes have related to waste disposal volumes and ETS costs.

¹ Discount rate applied in accordance with 2018 Council procedures for Net Present Value analysis

Table 1 Changes in landfill modelling assumptions between 2018 and 2021

	Unit	2018	2021	Comments
Inflation	Per year	2%	2%	Recent peak in inflation related to covid has not been modelled
Transport cost increases	Per year	2%	2%	May see greater increase as a result of Zero Carbon Act
Waste volume growth	Per year	0.3%	8%	Covid has impacted on waste volumes
	Tonnes per year	34,300	37,300	
Emissions trading scheme (default emissions factor and spot carbon price)	\$ per tonne	\$17	\$35	The updated carbon spot price in March 2022 is \$76 per tonne has not been modelled; forecast to increase in future (est. 1.5% per year)
Waste levy	\$ per tonne	\$10	\$20	Increasing to \$60 over next three year, but applies equally to both landfills

20. Table 2 summarises the difference in costs between the two disposal options for each of the individual councils and all councils combined with the model reflecting the current situation at the time of the modelling (2018) and now (modelling was undertaken in late 2021).

Table 2 Net present cost of waste disposal for councils over 35 years based on 2018 current situation and 2021 current situation

	Difference in Net Present Cost (\$millions) between Central and Bonny Glen landfills	
	2018	2021
NPDC		
General waste	\$ 7.97	\$ 5.30
Special waste	-\$ 1.30	-\$ 2.30
Net saving	\$ 6.67	\$ 2.99
SDC		
General waste	\$ 0.66	\$ 2.19
Special waste	-\$ 0.08	-\$ 0.14
Net saving	\$ 0.58	\$ 2.05
STDC		
General waste	\$ 4.14	\$ 2.26
Special waste	-\$ 0.17	-\$ 0.30
Net saving	\$ 3.97	\$ 1.97
All Councils net saving	\$ 11.22	\$ 7.01

Red text indicates the Central Landfill is more cost effective

21. The comparison indicates that if the current situation were to continue for 35 years, there would still be savings for councils by using Bonny Glen Landfill but

due to higher waste disposal volumes and ETS costs, these savings would be reduced.

22. Sensitivity analysis on assumptions was undertaken in 2018 (Appendix 1) and was repeated for this report based on the updated assumptions in Table 1.

Table 3 Sensitivity analysis for comparison of Central Landfill and Bonny Glen over 35 years based on updated assumptions in 2021.

	Difference in Net Present Cost (\$millions) between Central and Bonny Glen landfills		
	Low ¹	Mid ²	High ³
NPDC			
General waste	-\$ 19.02	\$ 5.30	\$ 7.39
Special waste	-\$ 6.02	-\$ 2.30	-\$ 0.90
Net saving	-\$ 25.04	\$ 2.99	\$ 6.49
SDC			
General waste	-\$ 0.13	\$ 2.19	\$ 1.64
Special waste	-\$ 0.36	-\$ 0.14	-\$ 0.05
Net saving	-\$ 0.49	\$ 2.05	\$ 1.58
STDC			
General waste	-\$ 27.38	\$ 2.26	\$ 5.38
Special waste	-\$ 0.78	-\$ 0.30	-\$ 0.12
Net saving	-\$ 28.16	\$ 1.97	\$ 5.26
All Councils net saving	-\$ 53.69	\$ 7.01	\$ 13.33

Red text indicates the Central Landfill is more cost effective; low, med and high scenarios are based on sensitivity analysis of assumptions in relation to ¹lowest difference (transport 4% increase per year, waste volumes increase 8% per year), ²current situation and ³reduction in waste due to successful waste minimisation initiatives (highest difference)

23. The sensitivity analysis indicates that in a worst case, if waste disposal volumes and transport costs continue to increase significantly year on year, Central Landfill is the most cost effective option. However, if the current situation continues (mid scenario in Table 3), or we are successful in reducing waste to landfill (high scenario in Table 3), Bonny Glen Landfill continues to be the most cost effective option.
24. Given the future policy changes planned at the national level as well as significant investment in local infrastructure planned in Taranaki (Commercial waste sorting facility and organic waste processing), the likelihood of ongoing high waste volumes continuing under the low scenario in Table 3 is low.

Joint Committee recommendation

25. The feasibility review was presented to the Central Landfill Joint Committee on 31 August 2021. The Joint Committee endorsed the recommendation to continue to use Bonny Glen Landfill for waste disposal.

CLIMATE CHANGE IMPACT AND CONSIDERATIONS

26. By utilising Bonny Glen Landfill versus building Central Landfill, NPDC will save carbon emissions. An analysis of the two options showed that utilising Bonny Glen saves at least four times but up to 17 times the emissions created from building and operating a new landfill within the region.
27. The lower estimate is based on failing to achieve waste reductions in alignment with the zero waste strategy. If NPDC achieve Zero Waste by 2040, then 17 times the emissions or ~200,000Te of CO₂e emissions can be saved. This is equivalent to annual emissions from about 25,000 people or annual emissions from 43,500 Internal Combustion Engine cars.

NEXT STEPS

28. If the decision by all three councils is made for the Councils to continue (or not continue) with the Bonny Glen Waste disposal contract for the second term, the Councils will inform Midwest Disposal Limited by 31 December 2023.
29. The Administering Authority will then need to review and confirm if changes required to update the Central Landfill Joint Agreement to reflect the role of the Joint Committee and Administering Authority going forward including whether termination of the agreement is required. Termination of the JCA would require further approval by all three councils.
30. The Regional Waste Management Agreement will also need to be reviewed and updated to reflect recent decisions. This can be undertaken in conjunction with the review of the JCA.

SIGNIFICANCE AND ENGAGEMENT

31. In accordance with the Council's Significance and Engagement Policy, this matter has been assessed as being of some importance. While the Central Landfill is a strategic asset, this review is simply implementing what has been outlined in the Central Landfill Joint Agreement and previously approved by the three councils. The decision to continue to use Bonny Glen Landfill is also consistent with each Council's LTP and will continue to provide waste disposal savings for Taranaki residents.
 32. In considering the recommendation it should be noted that:
 - i) The significance of the decision for each individual council will reflect their respective significance and engagement policies. The significance assessment for each Council is summarised below.
 - ii) For the Joint Committee Agreement to be amended or terminated, this must be approved by all three councils through council resolutions.
-

Council	Significance of decision	Justification
NPDC	Some importance	The recommendation is specifically provided for in the LTP and continues to enable the Council to meet its strategic outcomes and in particular provide the same level of service for waste disposal to the community within budget, and realising savings outlined in previous reports.
SDC	Medium	While this matter may attract public interest in the Stratford district, it does not change Council's level of service or capacity to provide a service.
STDC	Medium	While this matter is likely to attract a high level of public interest in the South Taranaki district, this option for waste disposal is provided for in the LTP assumptions and the Council will continue to be able to offer a similar level of service, with financial benefits for rate payers.

OPTIONS

Option 1

Based on the preliminary feasibility study, continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd

Financial and Resourcing Implications

33. Despite the increase in costs associated with transporting the waste out of the region, all three Councils will continue to benefit from a net reduction in the total cost of disposal due to the significantly reduced gate rate offered by Midwest Disposal Limited.
34. For the three Councils, this option would save the parties to the Joint Committee approximately \$7m (Net Present Cost) over the 35 year term of the contract if the current situation were to continue.

35. Transport costs and waste volumes would need to increase significantly and be sustained throughout the 35 years for Central landfill to become the most cost effective option. This is unlikely given the current political environment nationally.
36. This option would require legal review of the Joint Committee Agreement and Regional Waste services Agreement to ensure these are updated to reflect the councils' decisions. This could be undertaken within existing budgets.

Risk Analysis

37. With this option the existing consents held for Central Landfill would lapse in 2025. Once the consents lapse, local options for waste disposal would be removed, and obtaining new consents in the future will be difficult and costly.
38. There is a risk that transport costs will increase more than has occurred historically. However this is largely mitigated in the medium term by fixed cost fluctuations in the waste haulage contract. In addition, there is likely to be significant progress in low emission options for long haul vehicles reducing fuel costs and exposure to emissions charges in the longer term.
39. This option continues to eliminate the risks of securing tonnage to keep Central landfill viable, and operational risks around operating a landfill outlined in previous reports on regional disposal options.

Promotion or Achievement of Community Outcomes

40. This option promotes Delivery through efficient process and decision making, and Partnerships through the regional approach to waste disposal options.

Statutory Responsibilities

41. This option is consistent with the LGA by providing the most cost effective waste disposal for the community.
42. This option is consistent with the Waste Minimisation Act.

Consistency with Policies and Plans

43. This option is consistent with each council Long Term Plan.

Participation by Māori

44. The engagement with Iwi and Hapu to date over the Central Landfill development indicates this option is likely to be supported by Maori, as landfill development would cease in the Waingongoro River catchment which has significant cultural values.

Community Views and Preferences

45. Community views obtained during the consultation on the councils' Waste Management and Minimisation Plans indicates that there would be support for out of region disposal by some sectors of the community, particularly those that support waste minimisation initiatives over building a new landfill.
-

46. However there is also a portion of the community that would prefer waste is not transported long distances, given the potential for greater carbon emissions.

Advantages and Disadvantages

47. This option allows the councils to make a decision on the future efficiently and frees up resource to focus on reducing waste to landfill.
48. The Joint Committee Agreement will need to be amended or terminated under this option. However, regional collaboration on waste management and minimisation will continue through the existing Regional Waste Management Agreement, although this will also need to be updated.
49. This option will mean there will be no consented landfill option in Taranaki that could be developed in the foreseeable future.

Option 2

Undertake a more detailed feasibility study of Central Landfill to refine the costs prior to recommending a decision to each Council

Financial and Resourcing Implications

50. This option would require further work to be undertaken to confirm landfill development costs and updating the full cost accounting model, requiring input from consultants. This cost has been allowed for in the 2021/2022 budget.

Risk Analysis

51. Given the clear results from the preliminary feasibility work, further analysis is unlikely to change the outcome, and will result in unnecessary expenditure and time delays, potentially impacting on the timeline laid out in the Joint Committee Agreement.

Promotion or Achievement of Community Outcomes

52. This option promotes Partnerships through the regional approach to waste disposal options.

Statutory Responsibilities

53. This option is consistent with the LGA by providing the most cost effective waste disposal for the community.
54. This option is consistent with the Waste Minimisation Act.

Consistency with Policies and Plans

55. This option is consistent with each council Long Term Plan.
-

Participation by Māori

56. As noted in option 1, there has been engagement with Iwi and Hapu to date over the Central Landfill development. This option would delay a decision on the future of Central Landfill which may not be supported by Maori.

Community Views and Preferences

57. There may be negative feedback on the inefficiency of decision making and delays with this option.

Advantages and Disadvantages

58. This option would delay the decision, while landfill costs are updated and further analysis is undertaken.

Recommended Option

This report recommends option 1, provide a recommendation to each council to continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd for addressing the matter.

APPENDICES

Appendix 1 2018 sensitivity analysis for the comparison of Central Landfill and Bonny Glen landfill disposal options

Report Details

Prepared By: Kimberley Hope (Acting Group Manager Infrastructure)
Team: Resource Recovery
Approved By: Craig Stevenson (Chief Executive)
Ward/Community: Taranaki Region
Date: 12 April 2022
File Reference: ECM8749399

-----End of Report-----

Appendix 1 2018 sensitivity analysis for the comparison of Central Landfill and Bonny Glen landfill disposal options

	Difference in Net Present Cost (\$millions) between Central and Bonny Glen landfills		
	Low ¹	Mid ²	High ³
NPDC			
General waste	\$ 6.27	\$ 7.97	\$ 12.44
Special waste	-\$ 1.43	-\$ 1.30	-\$ 0.62
Net saving	\$ 4.84	\$ 6.67	\$ 11.83
SDC			
General waste	\$ 0.03	\$ 0.66	\$ 2.63
Special waste	-\$ 0.09	-\$ 0.08	-\$ 0.04
Net saving	-\$ 0.05	\$ 0.58	\$ 2.59
STDC			
General waste	\$ 2.20	\$ 4.14	\$ 11.64
Special waste	-\$ 0.19	-\$ 0.17	-\$ 0.08
Net saving	\$ 2.02	\$ 3.97	\$ 11.56
All Councils net saving	\$ 6.80	\$ 11.22	\$ 25.97

Red text indicates the Central Landfill is more cost effective; low, med and high scenarios are based on sensitivity analysis of assumptions in relation to ¹lowest difference (transport 4% increase per year), ²current situation and ³reduction in waste due to successful waste minimisation initiatives (highest difference)

Appendix 4

JOINT COMMITTEE AGREEMENT

NEW PLYMOUTH DISTRICT COUNCIL

SOUTH TARANAKI DISTRICT COUNCIL

STRATFORD DISTRICT COUNCIL

 **Simpson Grierson**
Barristers & Solicitors
Auckland, Wellington & Christchurch
New Zealand
www.simpsongrierson.com

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5. DESCRIPTION OF CENTRAL LANDFILL SITE

AGREEMENT DATED

20172021

PARTIES

1. **NEW PLYMOUTH DISTRICT COUNCIL (NPDC)**
2. **SOUTH TARANAKI DISTRICT COUNCIL (STDC)**
3. **STRATFORD DISTRICT COUNCIL (SDC)**

BACKGROUND

- A. Under a Regional Waste Services Management Agreement dated 2 July 2008 (RWSMA), the parties used a landfill situated at Colson Road in New Plymouth (Colson Road Landfill). The Colson Road Landfill is owned and operated by NPDC and closed to the acceptance of general waste in 2019 while it remained open for special waste from August 2019. It will close to the acceptance of all waste on 31 October 2020.
- B. Under a Central Landfill Joint Committee Agreement dated 20 December 2017 entered into by the parties (original CLJC Agreement), the parties agreed to establish a joint committee pursuant to the Local Government Act 2002 (Joint Committee or CLJC), for the purposes of developing the Central Landfill (Central Landfill) and operating it following the closure of the Colson Road Landfill.
- C. In November 2018, each of the parties resolved to transport Taranaki waste to Bonny Glen Landfill. A 35-year contract (including renewals) with Midwest Disposal Limited has been entered into. The first five yearly contract renewal date in the Bonny Glen waste disposal contract is 30 June 2024.
- D. The development of the Central Landfill was put on hold. The lapse date for the Central Landfill resource consents and the land use consent from STDC is 2025 if they are not given effect to. There is potential for the Central Landfill to be developed further and a decision to proceed with its use as originally intended. If the Bonny Glen waste disposal contract is not renewed after its first term, then the Central Landfill will need to accept waste on 1 July 2024.
- E. The original CLJC was disestablished following the 2019 triennial local government elections (in accordance with clause 30(7) of Schedule 7 of the Local Government Act 2002).
- F. The parties intend to enter this new Joint Committee Agreement (Agreement) to ensure that the CLJC will be able to facilitate effective governance on regional waste disposal options during the remaining term of the Bonny Glen waste disposal contract until 30 June 2024 (Holding Period).
- ~~A. Under a Regional Waste Services Management Agreement dated 2 July 2008 (RWSMA), the parties currently use a landfill situated at Colson Road in New Plymouth (Colson Road Landfill). The Colson Road Landfill is owned and operated by NPDC and is expected to close in 2019.~~
- ~~B. Under a Memorandum of Understanding entered into by the parties, dated 22 December 2016 (MoU), the parties have agreed in principle to establish a joint committee pursuant to the Local Government Act 2002, comprising NPDC, STDC~~

~~and STDC, for the purposes of developing a new landfill and operating it following the closure of the Colson Road Landfill (Joint Committee or CLJC). The new regional landfill will be on land owned by STDC and situated on State Highway 3, approximately three kilometres south of Eltham (Central Landfill).~~

~~C. This agreement sets out the terms on which the Joint Committee will be established and operated and on which the parties will exercise their rights as CLJC Members.~~

THIS AGREEMENT RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this agreement, unless the context indicates otherwise:

Administering Authority means the party to be appointed as such, in accordance with clause 5.1;

Aftercare means the on-going monitoring and maintenance of the Central Landfill following its permanent closure, as required under the Resource Consents;

Aftercare Fund means, at any time, an amount set aside to provide for all anticipated Aftercare costs (as determined from time to time in accordance with clause 5.4.19 of the Landfill Full Cost Accounting Guide for New Zealand);

Annual Budget has the meaning given to that term in clause 4.2;

Background IP means:

- (a) all Intellectual Property developed by any party for incorporation into the landfill consent, design or expressly for the joint benefit of the parties; and
- (b) all Intellectual Property that has been developed by any third party on behalf of any party (including any financial model developed for any party by an independent third party),

which is in existence at the date of this Agreement or which comes into existence after the date of this Agreement otherwise than in connection with this Agreement;

Bill Rate means in respect of any day of a month:

- (a) the average of the bid rates for 30 day bank accepted bills of exchange, expressed as a percentage per annum (to two decimal places) as quoted on Reuters page BKBM or any successor page displaying substantially the same information (subject to manifest error) at 10.45 am on the first Business Day of the month in respect of which the rate is to be calculated; or
- (b) if this rate does not appear on that Reuters page on that Business Day, the average of the mean bid and offered rates of Westpac Banking Corporation for bank bills of exchange having a tenor of 30 days at 10.45 am on that Business Day;

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Taranaki and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year;

Business Plan has the meaning given to that term in clause 4.2;

Central Landfill has the meaning given to that term in the Background section of this Agreement or, as the context requires, the business which comprises the operation, by the Administering Authority on behalf of the parties, of the Central Landfill;

Central Landfill Site means the area of land described as such in Schedule 5 of the Agreement, being a subdivision of part of the land situated on State Highway 3, three kilometres south of Eltham with legal description Pt Sec 26 Sec 27 Blk XIV Ngaere SD;

CLJC Member has the meaning given to that term in clause ~~3.43-3.43-43~~;

Commencement Date means the date ~~of this Agreement which the CLJC is to be formed or the date on which the last of the conditions in clause 2 is satisfied, whichever is the later~~;

Confidential Information means any information:

- (a) relating to the terms of this Agreement;
- (b) relating directly or indirectly to the business operations of the Central Landfill;
- (c) disclosed by any party to any other party on the express basis that such information is confidential; or
- (d) which might reasonably be expected by any party to be confidential in nature,

provided that, where information relates exclusively to one party, nothing in this Agreement will require that party to maintain confidentiality in respect of that information;

Default Rate means the Bill Rate plus 5%;

Financial Year means the financial year of the Central Landfill, being 1 July to 30 June;

Force Majeure means in relation to any party (**Affected Party**) an event or circumstance ~~(or combination of events or circumstances)~~ which is beyond the reasonable control of the Affected Party, including any:

(a)

- (a) ~~war, revolution, riot, act of terrorism, commandeering, nationalisation or requisition by or under the order of any Government Agency;~~
- (b) ~~stoppage, material shortage or short term restriction of labour, including an industrial dispute, strike, ban, embargo and lockout (provided that any such unavailability of labour is not restricted to the Affected Party);~~
- (c) ~~act of any Government Agency, including a governmental restraint, order, embargo or declaration of regional or national state of emergency (or equivalent);~~

- ~~(d) natural disaster including cyclone, tsunami, flood, earthquake, volcanic eruption, fire, landslide or mudslide; or~~
- ~~(a) disease, epidemic, pandemic or officially imposed quarantine act of God;~~
- ~~(b) —~~
- ~~(c) (b) strike, lock-out or other industrial disturbance by or amongst employees of a person other than the Affected Party;~~
- ~~(d) —~~
- ~~(e) (c) act of public enemy, or declared or undeclared war or threat of war;~~
- ~~(f) —~~
- ~~(g) (d) terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration (other than one caused by the Affected Party); or~~
- ~~(h) —~~
- ~~(f)(e) (e) governmental or regional or local authority restraint, legislation or by law,~~

but does not include any:

- (f) event or circumstance which could have been avoided by the exercise, by the Affected Party, of Good Industry Practice; or
- (g) lack of funds or authority or power on the part of the Affected Party;

Future Development Fund means an amount set aside for the costs associated with the future development and the eventual permanent closure of the Central Landfill Site (excluding Aftercare), including any expansion or development of its infrastructure and **Future Development** has a corresponding meaning;

Good Industry Practice means, in relation to any activity, the exercise of a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in New Zealand in the same type of activity, under the same or similar circumstances;

Government Agency means any recognised government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether at a national or local level.

Holding Period means the period between the commencement of this agreement and the expiry of the initial term of the Bonny Glen waste disposal contract (expected to be 30 June 2024);

Intellectual Property means trade marks, rights in domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same;

Joint IP means all Intellectual Property developed during the Term by any combination of two or all of the parties, for the purposes of giving effect to this Agreement;

Landfill Management Agreement means an agreement entered into between the Administering Authority (in its capacity as such and with the approval of the CLJC) and a third party for the management of the Central Landfill's day-to-day operations;

Landfill Services Deed means a deed setting out the basis on which a person is entitled to deposit Solid Waste at the Central Landfill;

Law means the law in force from time to time in New Zealand;

Operating Account means a ledger account to be used solely for the receipt of all income and the payment of all expenses (excluding those relating to Aftercare or Future Development) relating to the operations of the Central Landfill (including its initial development);

Percentage Interests means the proportions in which the parties invest capital in, or receive any operating surplus or apportion any operating deficit from, the Central Landfill being:

- (a) NPDC - 66.4%;
- (b) STDC - 27.1%; and
- (c) SDC - 6.5%;

Representative means the representative nominated by resolution of each party (evidenced by written notice to, or by inclusion in any minutes of, the CLJC) to receive notices on behalf of that party relating to this Agreement;

Resource Consents means the following resource consents, as amended or replaced from time to time, and together with any additional resource consents granted in the future in respect of the Central Landfill:

Consent Reference	Consenting Authority	Lapse Date	Expiry Date
• Q5347-1.3 (dated 20 July 2005)	Taranaki Regional Council (TRC)	21 December 2025	1 June 2034
• Q5348-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• Q5349-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• Q5350-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• Q5351-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 10501-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2022
• 10502-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2034
• 10529-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• 10530-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• RM 980102 (dated 30 March 2000, as varied on 14 December 2005)	STDC	21 December 2025	N/A

Site Lease has the meaning given to that term in clause ~~8.2(b)~~2.4(b);

Solid Waste means all forms of waste, including recyclable waste and compatible green waste;

~~Sunset Date~~ means ~~31 December 2017~~; and

Term means the period from and including the date of this Agreement, up to and including the date on which this Agreement terminates in accordance with clause ~~8.28.3~~; and

Terms of Reference means the terms of reference of the Joint Committee as set out in this Agreement and in Schedule 4 and amended by the parties from time to time.

1.2 Interpretation: In this agreement, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement, including the background;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (c) **Parties:** references to any **party** include that party's successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules:** references to clauses and schedules are to clauses in, and the schedules to, this Agreement. Each such schedule forms part of this Agreement;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words "without limitation"; and
- (j) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. CONDITIONS

2.1 Agreement Conditional: This agreement is conditional on the following:

- (a) ~~Landfill Services Deed:~~ each of the parties entering into a Landfill Services Deed in the form set out in schedule 1 (~~Landfill Services Deed for Municipal Users~~);
- (b) ~~Lease of Central Landfill Site:~~ STDC (as lessor) and the Administering Authority, being NPDC (as lessee), entering into a lease of the Central Landfill Site, in the form set out in schedule 3 (~~Site Lease~~);
- (c) ~~Variation of RWSMA:~~ the parties signing a formal variation of the RWSMA, in the form set out in schedule 4; and
- (d) ~~Commerce Act Sign Off:~~ the parties receiving written legal advice (addressed to each of the parties) to the effect that the establishment and operation of the Central Landfill, in the manner contemplated by this agreement, will not breach, and will not require a clearance or authorisation under, the Commerce Act 1986.

2.2 Satisfaction of Conditions: If any condition set out in clause 2.1 has not been satisfied or waived on or before the Date, then unless or until the relevant condition is satisfied or waived, any party may, by written notice to the other parties, terminate this agreement with immediate effect.

3. CENTRAL LANDFILL JOINT COMMITTEE

3.1 Existing arrangements: The parties recognise that:

- (a) the joint committee established by the old CLJC Agreement between them dated 20 December 2017 was disestablished and that old CLJC Agreement is terminated;
- (b) the parties were refunded a portion of the funds that they transferred into the Operating Account due to the reduction in expected costs during the Holding Period; and
- (c) the Agreement Varying Regional Waste Services Management Agreement was entered into on 20 December 2017 and remains in force.

3.13.2 Establishment: The CLJC is established with effect from the Commencement Date.

3.23.3 Functions: The functions of the CLJC will be to oversee the initial development, and the operation, eventual permanent closure and Aftercare, of the Central Landfill in accordance with this Agreement, including:

- (a) during the Holding Period, determining:
 - (i) on an annual (or otherwise as required) basis, the previous year's activities in review and approve budgets for the next financial year;
 - (ii) the viability of Central Landfill as reviewed by the Administering Authority considering:

- (A) the performance of the Bonny Glen waste disposal contract;
 - (B) comparison with initial waste disposal modelling assumptions using the identified triggers: Total cost of disposal exceeding LTP budget; Waste volume growth exceeding LTP expected volume; Waste minimisation progress less than modelled in 2018;
 - (C) the ability to extend all relevant Central Landfill consents for an extended period, or at least five years;
 - (D) the capital required to maintain the consents and Central Landfill site;
 - (E) any options to future proof the landfill site including purchasing neighbouring land if required;
 - (F) any changes to landfill best practice, government policy and implementation of Waste Management and Minimisation Plan actions.
- (iii) whether Central Landfill would need to accept waste on 1 July 2024 and if so:
- (A) ensure the following timeline is met to enable Central Landfill to open by this time:

<u>Milestone</u>	<u>Date Required By</u>
<u>Undertake cost benefit analysis of Bonny Glen vs Central Landfill, including updated landfill construction cost estimate</u>	<u>July 2021</u>
<u>Decision by three councils whether to proceed with Central Landfill</u>	<u>December 2021</u>
<u>Payment of Initial Instalments</u>	<u>February 2022</u>
<u>Review and confirm landfill design</u>	<u>June 2022</u>
<u>Tender and construct landfill (two construction seasons – allows time to confirm leachate disposal option)</u>	<u>July 2022 to June 2024</u>

- (B) if the decision is made for one or more Councils to continue (or not continue) with the Bonny Glen Waste disposal contract for the second term, inform MidWest Disposal Limited by 31 December 2023.
- (iv) subject to clauses (ii) and (iii) above, and a decision being made to continue with the Bonny Glen Waste disposal contract for the second and subsequent terms of five years, changes required to update this Agreement to reflect the role of the Joint Committee and Administering Authority over these periods.
- (b) determining (subject to the provisions of the Landfill Services Deeds, where applicable) the prices to be charged for the deposit of Solid Waste at the Central Landfill (**Gate Charges**);**

- (c) determining (subject to the provisions of the Landfill Services Deeds, where applicable) which types of Solid Waste will be accepted at the Central Landfill;
- (d) approving the Annual Budget and Business Plan for the Central Landfill (in accordance with clause 4.2);
- (e) determining the date of permanent closure of the Central Landfill (consistent with the Resource Consents);⁵
- (f)

in each case, in a manner which:

- (a) meets the requirements of the parties' respective Long Term Plans (under the Local Government Act 2002) relating to Solid Waste disposal; and
- (b) creates a long-term economically viable, least cost solution (compliant with all relevant regulatory requirements) for the disposal by the parties of their respective Solid Waste.

Anything expressed in this Agreement as an obligation of the CLJC will be construed as an obligation of the parties, to exercise their rights under this agreement, through their respective CLJC Members, to ensure that the CLJC's obligation is discharged in the manner contemplated by this agreement.

3.33.4 Membership: The CLJC will comprise one elected member from each of the parties (**CLJC Members**). Each party will, prior to the Commencement Date, nominate, by written notice to the other parties, that party's initial CLJC Member. Any party may subsequently change its CLJC Member at any time by written notice to the other parties. If a CLJC Member ceases to be an elected member of the party that appointed that person, he or she will automatically cease to be a CLJC Member.

3.5 Alternates: Each party is entitled to nominate an alternate elected member to attend meetings of the CLJC and vote. For the avoidance of doubt, each party is only entitled to one vote regardless of the number of members or alternates appointed by it.

3.43.6 Voting: Each CLJC Member will have one vote on all resolutions of the CLJC. All meetings of the CLJC may be attended by officers of the parties, but such officers will not be entitled to vote on resolutions of the CLJC.

3.53.7 Proceedings: The CLJC will operate in accordance with the following:

- (a) **Chairperson:** The chairperson of the CLJC (**CLJC Chairperson**) will be any CLJC Member nominated by NPDC to be chairperson (subject to his or her consent to act as chairperson). The CLJC Chairperson (or his or her nominee) will chair meetings of the CLJC. The CLJC Chairperson will not have a second or casting vote on any resolution of the CLJC.
- (b) **Quorum:** The quorum for a meeting of the CLJC will be a simple majority of the CLJC Members.
- (c) **Resolutions:** All decisions by the CLJC will be made by resolution of the CLJC Members, passed at a CLJC Meeting. Each CLJC Member must ensure, prior to voting on any resolution of the CLJC, that he or she has

the authority of the party which appointed him or her to the CLJC to exercise his or her vote accordingly, and that the exercise of his or her vote does not require any subsequent ratification or approval by that party.

(d) Other: The CLJC will otherwise regulate its proceedings as the CLJC Members so resolve or, in the absence of any such resolution to the contrary, in accordance with the Local Government New Zealand Model Standing Orders.

3-63.8 Terms of Reference: The Terms of Reference of the CLJC are set out in this Agreement and in Schedule 4. In the event of any conflict between the provisions in Schedule 4 and the provisions in the body of this Agreement, the provisions in the body of this Agreement will prevail.

4. FINANCIAL

4.1 Separate Accounting: The Administering Authority will:

- (a) maintain financial and budgeting practices in accordance with the Landfill Full Cost Accounting Guide for New Zealand (published by the Ministry for the Environment);
- (b) maintain financial records and accounts (including the Operating Account) for the Central Landfill, separate from those relating to the Administering Authority's other activities;
- (c) determine suitable accounting and investment policies for the Future Development Fund, the Aftercare Fund, and all other amounts relating to the Central Landfill; and
- (d) report routinely to the CLJC on the matters as set out in paragraphs (a) and (b) above, and by exception according to any policies the CLJC may ratify in respect of accounting and investment.

4.2 Annual Budget and Business Plan: The Administering Authority will prepare, and submit to the CLJC for approval, an annual budget and business plan for the Central Landfill, not less than 6 months prior to, and in respect of, each Financial Year (**Annual Budget/Business Plan**). Once the Annual Budget and Business Plan have been approved, the Administering Authority will use all reasonable commercial endeavours to manage the Central Landfill in accordance with the approved Annual Budget and Business Plan, to the extent possible (and will notify the CLJC, at the earliest available opportunity, of any material deviation or expected material deviation from the Annual Budget or Business Plan). For the avoidance of doubt, the rental and any other amounts payable by the Administering Authority under the Site Lease, and the Administering Authority's reasonable overheads in relation to its role as such, will be included as an expense in the Annual Budget and Business Plan.

4.3 Initial Capital: In order to meet the costs of the initial development and operation of the Central Landfill, the parties will pay, into the Operating Account, such amounts into the Operating Account as the Administering Authority calculates and is approved by the CLJC in accordance with the percentage interests the following amounts, in the initial instalments set out below (**Initial Instalments**). The Initial Instalments will be payable on the date that the CLJC determines (and if no such determination is made, then the date that is 2 months after the last of the parties has resolved to proceed with Central Landfill)-Commencement Date.

Party	Percentage Interest
NPDC	66.4%
STDC	27.1%
SDC	6.5%
	Total:

- 4.4 Additional Capital Contributions:** Where any additional capital is required for the development or operation (including the eventual, permanent closure) of the Central Landfill, the parties will pay such amounts into the Operating Account on such dates as the CLJC requires. The CLJC will give the parties at least 20 Business Days' prior written notice of any additional capital contributions required.
- 4.5 Future Development Fund:** The Administering Authority will allocate, from the Operating Account, sufficient funds in order to meet the anticipated costs of Future Development. Such funds will be held in a separate Future Development Fund, to be held and administered by the Administering Authority on trust for the parties (as to their respective Percentage Interests). All Future Development costs must be paid from the Future Development Fund.
- 4.6 Aftercare Fund:**
- (a) The CLJC will establish a separate Aftercare Fund to meet the costs of Aftercare. The Aftercare Fund will be funded from the Operating Account (subject to clause 4.6(b)). The Aftercare Fund will be held by the Administering Authority in a separate account, on trust for the parties (as to their respective Percentage Interests) and will be used to meet the parties' obligations in relation to Aftercare, following permanent closure of the Central Landfill. All Aftercare costs must be paid from the Aftercare Fund.
- (b) If, at any date (**Reference Date**), the Aftercare Fund does not have sufficient funds in order to meet all of the Aftercare costs that are or are expected to be payable within the following 60 Business Days, the parties will be required to deposit to the Aftercare Fund an aggregate amount equivalent to the shortfall, divided between them in proportion to the total quantity of Solid Waste deposited by each of the parties during the period between the first date on which the Central Landfill is open and able to provide the Landfill Services (as defined in the Landfill Services Deed) and the Reference Date.
- 4.7 Operating Account:** The Operating Account must be kept in surplus at all times (net of all funds which are required to be paid from the Operating Account into the Future Development Fund or the Aftercare Fund, and net of all amounts paid by the parties under clause 4.3) until all of the Aftercare requirements of the Central Landfill have been met. If the CLJC or the Administering Authority requires any payment by the parties into the Operating Account (on any basis, including as a capital contribution or as a repayable advance) in order to keep the Operating Account in surplus, such payment must be made by the parties in their respective Percentage Interests, at the time required by the CLJC or the Administering Authority (respectively) on not less than 2 Business Days' notice.
- 4.8 Operating Revenue:** The Administering Authority must ensure that all Gate Charges and other receivables relating to the operation of the Central Landfill are paid into the Operating Account.
- 4.9 Operating Expenses:** The Administering Authority will pay all operating expenses of the Central Landfill (including any payments payable by the Lessee under the

Site Lease, and the amounts referred to in clause [4.10](#) out of the Operating Account.

4.10 Operating Surplus: Any operating surplus (determined by reference to the Central Landfill's then current Annual Budget and Business Plan) will be allocated by the Administering Authority as follows:

- (a) first, to the Aftercare Fund (to the extent that any such allocation is required in order to ensure that the Aftercare Fund has sufficient funds in it, net of any investment returns on it, to meet all of the Aftercare costs of the Central Landfill); then
- (b) to the Future Development Fund (to the extent that any future development of the Central Landfill Site, including any capital costs associated with plant or equipment needed to operate the Central Landfill or with any roading or other costs associated with the operation of the Central Landfill, is not fully funded through the Future Development Fund); then
- (c) paid to the parties, in accordance with their respective Percentage Interests, at such times as the Administering Authority (acting in accordance with this Agreement) considers appropriate, and as approved by CLJC.

4.11 Payment Default: If any amount owed by any party (**Party B**) under this clause 4 falls overdue for payment (**Payment Shortfall**) then:

- (a) any other party (**Party A**) may meet the Payment Shortfall on Party B's behalf; and
- (b) Party B will be liable to repay to Party A the Payment Shortfall, including any default interest incurred on that amount. Such default interest will:
 - (i) be calculated from the date on which the Payment Shortfall falls overdue until the date on which payment of the Payment Shortfall is made in full;
 - (ii) accrue and be calculated on a daily basis at the Default Rate; and
 - (iii) be compounded monthly.

~~**4.12 Reimbursement of Historical Costs:** NPDC will pay to STDC from the Operating Account within 5 Business Days after the Commencement Date the sum of \$3,070,081 in respect of resource consents for the period up to 30 June 2016 and such further amount as is agreed between NPDC and STDC on reconciliation of further costs from 1 July 2016 to the Commencement Date.~~

5. ADMINISTERING AUTHORITY

5.1 Appointment of NPDC: Until or unless the parties agree otherwise in writing, NPDC will be the Administering Authority. If NPDC is replaced at any time as the Administering Authority, the replacement must be either:

- (a) one of the other parties; or

- (b) a third person, appointed pursuant to a written agreement between the CLJC and that person, on terms which are consistent with this clause 5 and which are approved by each party in writing accordingly (such approval not to be unreasonably withheld).

5.2 Delegation of Powers to Administering Authority: To the fullest extent permitted by law, the CLJC will be deemed to have granted to the Administering Authority, on and from the Commencement Date, all functions, rights and powers of the CLJC, required for the development, operation and Aftercare of the Central Landfill in the manner contemplated by this agreement. Without limiting the effect of this clause, the Administering Authority may, on behalf of the CLJC:

- (a) enter into Landfill Services Deeds with commercial users, in accordance with the matters determined by the CLJC under clauses [3.3\(a\)](#) and [\(b\)3-2\(a\) and \(b\)](#) and using the template set out in a Schedule 2 (subject to any modifications as the Administering Authority reasonably considers to be in the best interests of each of the parties);
- (b) enter into a Landfill Management Agreement for the management of the Central Landfill's day-to-day operations (on terms which must be consistent with any Landfill Services Deed that is in existence prior to the entry into the Landfill Management Agreement, and with this Agreement);
- (c) purchase, and hold on trust for the parties (as to their respective Percentage Interests) such assets as are necessary for the operation of the Central Landfill (but excluding the Central Landfill Site itself);
- (d) access, use and make improvements to (including the construction of fixtures on) the Central Landfill Site (and, for this purpose, enter into the Site Lease and, if there is any change in the Administering Authority, assign the Site Lease to the new Administering Authority);
- (e) hold and operate the Operating Account, Aftercare Fund and Future Development Fund in the manner set out in this Agreement;
- (f) enter into binding commitments on behalf of the parties, as required for the operation of the Central Landfill in the manner contemplated by this Agreement, provided that any such commitment:
 - (i) will be made on the basis that it is a joint liability of the parties, as to their respective Percentage Interests;
 - (ii) must, if not expressly authorised by any other provision of this Agreement, be authorised by a resolution of the CLJC if that commitment (either alone or in conjunction with other related commitments) constitutes an aggregate contingent or actual liability of the parties in excess of \$250,000 in any financial year of the Central Landfill; and
 - (iii) must be permitted by law;
- (g) arrange, and hold on trust for the parties as to their respective Percentage Interests, all insurances reasonably required in respect of the Central Landfill; and

(h) manage, on behalf of the CLJC, any disputes with third parties and any regulatory compliance matters relating to the Central Landfill (including any issues relating to the Resource Consents).

(i) [during the Holding Period and subject to the CLJC review, apply for Additional/Modified Resource Consents under clause 7.1 of this agreement as required.](#)

5.3 Obligations of Administering Authority: In addition to any other obligation of the Administering Authority under this Agreement, the Administering Authority, in its capacity as the Administering Authority and/or in exercising its functions, rights and powers under clause 5.2, must:

- (a) not breach, or do anything that constitutes a breach by any other party, of any obligation imposed by law;
- (b) exercise due skill and care in accordance with Good Industry Practice;
- (c) act in good faith;
- (d) not, without being authorised to do so by this Agreement or a resolution of the CLJC:
 - (i) borrow any amount on behalf of the parties (provided that this does not limit the acquisition by NPDC of any goods or services on unsecured deferred payment terms, in the ordinary course of operating the Central Landfill);
 - (ii) give any security over, or dispose of any interest in, the Central Landfill Site, the Site Lease, the Operating Account, the Aftercare Fund, the Future Development Fund, or any other asset which is held on behalf of the parties for the operation of the Central Landfill; or
 - (iii) grant any person any right of access to, or any right to deposit Solid Waste in, the Central Landfill Site (except as set out in any Landfill Services Deed or in the Landfill Management Agreement);
- (e) comply with the Site Lease (and assign the Site Lease if required to do so under clause 5.2(d)); and
- (f) act in accordance with its applicable financial limitations and procurement policies.

6. OWNERSHIP AND CONTROL OF CENTRAL LANDFILL SITE AND ASSETS

6.1 Restrictions on STDC: Subject to the Site Lease, STDC must not, during the Term, enter into any arrangement to sell, lease, license any person to use, occupy or control, or encumber in any way, any part of the Central Landfill Site, except:

- (a) as expressly required in order to give effect to this Agreement; or
- (b) as approved by a unanimous resolution of the CLJC Members.

- 6.2 Ownership/Control of Site at End of Term:** For the avoidance of doubt, STDC will (as between the parties) be the sole owner of the Central Landfill Site during and following the Term. Without limiting the effect of the Site Lease, nothing in this Agreement is intended to confer on NPDC or SDC any proprietary interest in the Central Landfill Site.
- 6.3 Ownership of Other Assets:** Any asset which has, during the Term, been acquired on behalf of the parties, for the operation of the Central Landfill, will (subject to any contrary provision in the Site Lease dealing with the ownership of the lessee's improvements on the Central Landfill Site) be:
- (a) (if that asset is a fixture on the Central Landfill Site) owned by STDC at all times (provided that any net cost incurred by STDC as a result of such ownership must be met out of the Operating Account or the Aftercare Fund, failing which SDC and NPDC will indemnify STDC for such cost, in proportion to their Percentage Interests); or
 - (b) (if that asset is not a fixture on the Central Landfill Site) disposed of by the Administering Authority on behalf of the CLJC at the end of the Term, with the net proceeds of disposal being distributed amongst the parties in accordance with their respective Percentage Interests.
- 6.4 No Transfer/Encumbrance of Parties' Interests:** No party is entitled to transfer to any other party or to any third person, or to encumber in any way, any legal or beneficial interest of that party in, or in any asset held or used for the purposes of, the Central Landfill.

7. RESOURCE CONSENTS

~~7.1 **Transfer of Resource Consents:** STDC will transfer each of the Resource Consents to NPDC (as the Administering Authority) on or as soon as possible after the Commencement Date. STDC or, following such transfer, NPDC, will exercise its rights as the holder of the Resource Consents in such manner as is required in order to give effect to this agreement. The consideration for such transfer is the payment, under clause 4.12, of the historical costs which relate to the Resource Consents.~~

7.27.1 Additional/Modified Resource Consents: ~~STDC or, following the transfer under clause 7.1, NPDC~~The Administering Authority will apply for such new Resource Consents, and such modifications to Resource Consents, as are required in order to give effect to this Agreement. Any associated costs will be paid out of the Operating Account (and may be debited to the Future Development Account, if and to the extent that they relate to Future Development).

8. TERM AND TERMINATION

- 8.1 Parties to Maximise Term:** The parties will give effect to this Agreement in such a manner as will maximise the Term (subject to compliance with this Agreement) by, amongst other things:
- (a) optimising the management of the Central Landfill site (including undertaking Future Development) so as to maximise its operating capacity and life; and
 - (b) facilitating the obtaining by the Administering Authority of such additional or modified Resource Consents, and any other permits or authorisations

required by law, as may be needed for any such future development and/or for the on-going operation of the Central Landfill.

8.2 Termination at end of Holding Period in certain circumstances: Any party may, by written notice to the other parties, terminate this Agreement with immediate effect, if any (or all) of the following has not occurred prior to 30 June 2022:

(a) Landfill Services Deed: Each of the parties has entered into a Landfill Services Deed substantially in the form set out in Schedule 1 (Landfill Services Deed for Municipal Users);

(b) Lease of Central Landfill Site: STDC (as lessor) and the Administering Authority, being NPDC (as lessee), have entered into a lease of the Central Landfill Site, substantially in the form set out in Schedule 3 (Site Lease).

8.28.3 Termination by Expiry or Agreement: This Agreement may not be terminated except by:

(a) the operation of clause 8.2 above;

~~(a)~~(b) the expiry of the Term under clause 8.58-4; or

~~(b)~~(c) written agreement (authorised by a formal resolution of each party) between the parties,

notwithstanding anything to the contrary in the Contract and Commercial Law Act 2017~~Contractual Remedies Act 1979~~.

8.38.4 Consequences of Termination: On termination of this Agreement for any reason:

(a) the termination will be without prejudice to any party's rights and remedies in respect of any breach of this Agreement by any other party, where the breach occurred before the termination of this Agreement; and

(b) the provisions of clauses 6.2, 6.3, ~~8.48-3~~, 9, 10 and 11, together with those other provisions of this Agreement which are incidental to, and required in order to give effect to those clauses, will remain in full force and effect.

8.48.5 Expiry on Completion of Aftercare: If this Agreement has not previously terminated, it will terminate when an independent expert, acceptable to each party (acting reasonably) certifies in writing to each of the parties that all of the Aftercare requirements of the Central Landfill have been met.

9. DISPUTE RESOLUTION

9.1 Initial Resolution: In the event of any dispute arising out of, or in relation to, this Agreement:

(a) a party may, at any time while there is a genuine dispute involving that party and any other party, relating in any way to this Agreement (**Dispute**), give written notice (**Dispute Notice**) to the other parties specifying the subject matter of the Dispute;

(b) the parties' Representatives will meet within 10 Business Days after delivery of the Dispute Notice to endeavour to agree in writing a suitable resolution of the Dispute; and

- (c) if no such resolution is agreed within 30 Business Days after the Dispute Notice is given, then any party may refer the Dispute to the parties' respective Chief Executives for direct negotiation between them in order to agree a suitable resolution of the Dispute.

9.2 Arbitration: In respect only of a Dispute arising out of the interpretation or application of this Agreement, that has not been resolved pursuant to clause 9.1 within 20 Business Days of reference of the Dispute to the parties' Chief Executives, then any party may refer the dispute to arbitration under the Arbitration Act 1996. For the avoidance of doubt, if the parties cannot reach agreement about any matter that is expressly to be agreed pursuant to this Agreement, this will not constitute a dispute that is able to be referred to arbitration under this clause.

9.3 Legal Proceedings: No party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any Dispute, unless that party has first taken all reasonable steps to comply with clauses 9.1 and 9.2.

10. CONFIDENTIALITY

10.1 Parties to Maintain Confidentiality: Subject to clause 10.2 and to any contrary written agreement between the parties, the parties will, subject to statutory obligations, keep all Confidential Information confidential during the Term.

10.2 Disclosure Required by Law: A party may disclose Confidential Information if and to the extent that it is necessary to do so in order to comply with its obligations under the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) or any other statutory obligation. In the event that any party receives under LGOIMA a request for information that includes Confidential Information, that party will consider whether it is appropriate to transfer the request to the other parties under section 12 of LGOIMA and, if it does not transfer the request, will consult with the other parties on the handling of the request and which, if any, withholding grounds may apply before providing its response. For any other disclosure of Confidential Information, the party making the disclosure must notify the other parties in writing prior to disclosure.

10.3 Parties' Representatives: The parties must ensure that each of their respective employees, officers and agents, who receive or have access to Confidential Information, observe that party's confidentiality obligations contained in this clause 10.

11. INTELLECTUAL PROPERTY

11.1 Ownership of Intellectual Property: Unless otherwise agreed between the parties:

- (a) each party will remain the owner of its Background IP; and
- (b) all Joint IP will be owned jointly by the parties in proportion to their respective Percentage Interests.

11.2 Intellectual Property Licences: Unless otherwise agreed by the parties in writing, each party (**Licensor**) grants (to the extent legally permissible) to each other party and to their respective CLJC Members (each a **Licensee**) a non-exclusive, royalty-free licence to:

- (a) use the Licensor's Background IP to the extent necessary to enable the Licensee to:
 - (i) implement this Agreement during the Term; and
 - (ii) exercise the Licensee's rights in the Joint IP; and
- (b) use the Joint IP to the extent necessary to enable the Licensee to implement this agreement during the Term,

provided that where the Background IP or Joint IP is Confidential Information for the purposes of this Agreement, such licence will be subject to any restriction under clause 10.

12. FORCE MAJEURE

12.1 No party (**First Party**) will be liable for any act, omission or failure by it under this Agreement if that act, omission or failure results directly from a Force Majeure, provided that:

- (a) whenever the First Party becomes aware that such a Force Majeure has occurred or is likely to occur, the First Party will notify all other parties by written notice accordingly;
- (b) each party will continue to use its best endeavours to perform its obligations as required under this Agreement;
- (c) no party will be deemed to have accepted any liability to pay or share any extra costs which may be incurred by any other party in complying with this clause or otherwise resulting from such act, omission or failure.

13. NOTICES

13.1 Method of Delivery: Any written notice required under this Agreement must be signed by a duly authorised representative of the party giving that notice and (without limiting the means by which notice may be given under this Agreement) will be deemed validly given to the relevant recipient in accordance with clause 14.4 if:

- (a) **Delivery:** delivered by hand to the intended recipient's address (as the recipient may nominate, by written notice to the other parties from time to time); or
- (b) **Email:** sent by email to the intended recipient's email address (as the recipient may nominate, by written notice to the other parties from time to time) and if the recipient acknowledges receipt (whether by way of automated message or otherwise).

13.2 Time of Delivery of Notices: any notice transmitted by email or delivered after 5.00pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00am on the next Business Day.

14. GENERAL

14.1 Amendment: This Agreement can be amended only by written agreement between the parties (and, for the avoidance of doubt, the CLJC is not authorised to amend this agreement) except for any amendment required in order to comply with

a change in any applicable Law (in which case this Agreement will be amended, at the written request of any party (sent to the other parties) to the minimum extent required to comply with the change in the applicable Law, while maintaining the same risk profile for each party).

- 14.2 Announcements:** Without limiting the effect of any other provision in this Agreement, any announcement or publication of information relating to this Agreement is to be made by CLJC or by the parties in accordance with CLJC's directions.
- 14.3 Assignment:** No assignment of this Agreement by any party is permitted, except with the other parties' prior written consent.
- 14.4 Communications Between Parties:** Anything requiring the agreement of or any consent or authorisation by any party must, in order to be effective, be communicated to that party's Representative and copied to that party's CLJC Member. All other communications relating to this Agreement will be effective if made by or to the CLJC Members.
- 14.5 Counterparts:** This Agreement may be signed in counterparts. All executed counterparts will together constitute one document.
- 14.6 Copies:** Any copy of this Agreement that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Agreement) may be relied upon by any party, and presented in evidence in any legal proceedings, as though it were an original copy of this Agreement. This agreement may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.
- 14.7 Costs:** The legal costs incurred by any party in relation to the drafting and negotiation of this Agreement will (except to the extent that payment for these has been made, or is to be made, under clause ~~4.10~~~~4.10~~) be reimbursed to that party out of the Operating Account. Each party will pay its own costs of complying with this agreement, unless stated otherwise in this agreement.
- 14.8 Entire Agreement:** This Agreement supersedes ~~the MoU and any other~~ previous understandings or agreement relating to the Central Landfill (except for the Regional Waste Services Management Agreement, ~~as varied under~~~~referred to in~~ [3.1\(c\)](#) ~~clause 2.1(c)~~).
- 14.9 Further Assurances:** Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.
- 14.10 Partial Invalidity:** If any provision of this Agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this Agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this Agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 14.11 Relationship Between Parties:** Nothing in this Agreement is intended to create any employment relationship, agency, partnership or council-controlled organisation (under the Local Government Act 2002). No party has any authority to bind any other party except as expressly set out in this Agreement.

14.12 Remedies: Subject to clause [8.38-2](#), the rights, powers and remedies in this agreement are cumulative and are in addition to any rights, powers and remedies provided by law.

14.13 Regulatory Functions: Nothing in this Agreement limits the exercise by any party of its regulatory functions as required by law.

14.14 Open Book Policy: Without limiting the effect of any other provision of this Agreement, each party will at all times, and to the extent that it is reasonably able, make available to each other party, on request, such copies of financial and other information relating to that party's activities under this Agreement.

SIGNATURES

SIGNED on behalf of the **NEW PLYMOUTH DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **SOUTH TARANAKI DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **STRATFORD DISTRICT COUNCIL** by:

Signature

Name/Title

SCHEDULE 1
LANDFILL SERVICES DEED FOR MUNICIPAL USERS

SCHEDULE 2
LANDFILL SERVICES DEED FOR COMMERCIAL USERS

SCHEDULE 3
SITE LEASE

SCHEDULE 4

~~AGREEMENT VARYING REGIONAL WASTE SERVICES MANAGEMENT~~
AGREEMENT JOINT COMMITTEE TERMS OF REFERENCE

SCHEDULE 455

DESCRIPTION OF CENTRAL LANDFILL SITE

The Central Landfill Site is made up, generally, of:

- The landfill footprint 14.92 ha (attached Figure 2)
- Access road 2.25 ha (attached Figure 3)
- Riparian planting 2.75 ha (attached Figure 4)
- Leachate pond 0.15 ha (attached Figure 4)
- Screen planting 2.00 ha (attached Figure 5)

(Subject to any provisions in the Site Lease related to the final determination of the boundaries of the Central Landfill Site.)

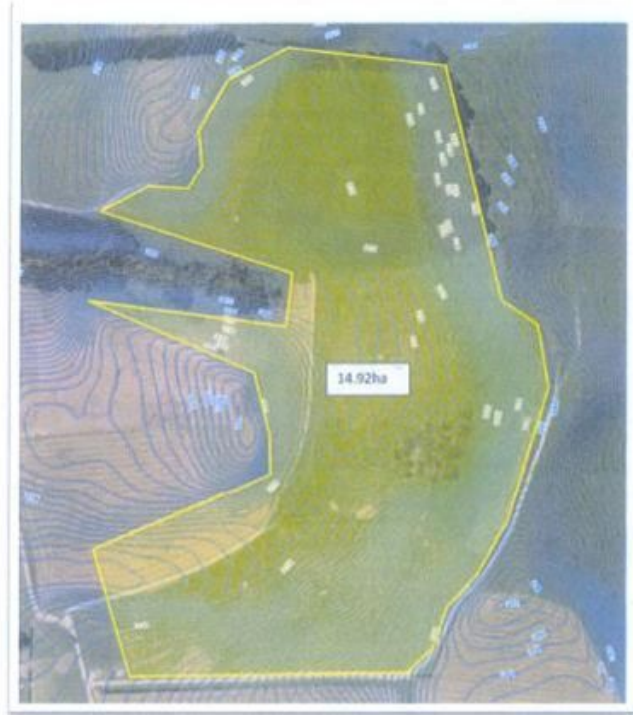


Figure 2: Landfill footprint

http://openwebj/foctofase/1/woldj/6482011/3um-a-8anta/central_landfill_valuation_-_request_for_proposal_2015_02_18_docs.docx
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Figure 3: Access Road

http://orionweb/p/doc/mask/1/lockip/18/00197/consultants/central_landfill_evaluation_-_request_for_proposal_2015_02_19_.docx.docx
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- [Schedule Name]



Appendix 5

CENTRAL LANDFILL JOINT COMMITTEE

File Reference: ECM8614478

Meeting Date: 31 August 2021 at 3pm.

Venue: Zoom meeting.

Members Present:

Mayor Neil Holdom (NPDC), Mayor Phil Nixon (STDC) and Mr Alan Jamieson (SDC – Alternate).

Staff in Attendance:

South Taranaki District Council Chief Executive Waid Crockett and New Plymouth District Council staff David Langford, Kimberley Hope, Glenn McLean and Julie Straka.

Apologies

Central Landfill Joint Committee Resolution:

Mayor Neil Holdom)

Cr Alan Jamieson)

That the apology from Mayor Neil Volzke be received.

Carried

MATTERS FINALLY DETERMINED BY THE COMMITTEE UNDER DELEGATED AUTHORITY AND REFERRED TO THE COUNCIL FOR INFORMATION AND RECORD

1. **Central Landfill Annual Business Plan and Budget 2021/22**

ECM8606147

The matter for consideration by the Committee is the Central Landfill Business Plan and budget for the 2021/2022 financial year.

Central Landfill Joint Committee Resolution:

Cr Jamieson)

Mayor Nixon)

That having considered all matters raised in the report, the Committee:

- a) Notes the work completed up until 30 June 2021.
- b) Approves the Central Landfill business plan and budget for 2021/2022.

Carried

2. **Central Landfill Annual Business Plan and Budget 2021/22**

ECM8608665

The matter for consideration by the Committee is the preliminary review of Central Landfill feasibility to determine whether Bonny Glen Landfill continues to be the most cost effective waste disposal option.

Central Landfill Joint Committee Resolution:

Mayor Holdom)

Cr Jamieson)

That having considered all matters raised in the report the Committee:

- a) Note the results of the preliminary feasibility study and updated sensitivity analysis indicates Bonny Glen Landfill remains the most cost effective option.
- b) Provide a recommendation to each council that they:
 - i) Continue to dispose of waste to Bonny Glen Landfill under the contract with Midwest Disposal Ltd
 - ii) Notify Midwest Disposal Ltd of their intention to renew the contract at least six months prior to the first right of renewal
 - iii) Authorise the Administering Authority to review the Joint Committee Agreement and confirm whether further amendments or termination of the agreement is required.

Carried

Mayor Holdom closed the Central Landfill Joint Committee meeting with a karakia at 3.16pm.

Appendix 6

DECISION REPORT



TO: Policy & Services Committee

F19/13/04 – D21/15575

FROM: Director - Assets

DATE: 25 May 2021

SUBJECT: CENTRAL LANDFILL JOINT COMMITTEE AGREEMENT

RECOMMENDATIONS

1. THAT the report be received.
2. THAT Council approves the new Joint Committee Agreement (Appendix 1) to incorporate a “Holding Period” while waste is disposed of at an out of region landfill;
3. THAT Council agrees to re-establish the Central Landfill Joint Committee for effective governance on regional waste disposal;
4. THAT Council delegates authority to the Chief Executive Officer to sign the Joint Committee Agreement;
5. THAT Council adopts the Central Landfill Joint Committee Terms of Reference (Appendix 2);
6. THAT Council delegates authority to the Central Landfill Joint Committee to:
 - a) Oversee the initial development, operation, closure and aftercare of the Central Landfill;
 - b) Approve the annual budget and business plan for the Central Landfill;
 - c) Determine the prices to be charged for depositing solid waste at the Central Landfill;
 - d) Determine (subject to any consent conditions) the types of solid waste that will be accepted at the Central Landfill;
 - e) Determine the date of permanent closure of the Central Landfill;
 - f) Determine during the Holding Period,
 - i. An annual review of activities and approval of the budget
 - ii. The viability of Central Landfill
 - iii. Whether Central landfill would need to accept waste on 1 July 2024 and if so, ensure timelines to facilitate this are met;
7. THAT Council resolves that the Central Landfill Joint Committee not be discharged at the Triennial election (Schedule 7 (Clause 30(7)) of the Local Government Act);

8. THAT Council appoints Councillor XXX as the Stratford District Council's representative and Councillor XXX as an Alternate Representative on the Joint Committee

Recommended Reason

The recommendations in this report is to allow the Central Landfill Joint Committee to oversee the initial development and the operation, eventual permanent closure and aftercare of the Central Landfill.

The Central Landfill Joint Committee was disestablished in 2019, pursuant to Schedule 7 Clause 30(7) of the Local Government Act, therefore, its reestablishment is required by resolution in Council. Accordingly, a new Joint Committee Agreement must be completed prior to the establishment of the Committee. The Terms of Reference, which supplement the Joint Committee Agreement, must be adopted by Council.

/_____
Moved/Seconded

1. **PURPOSE OF REPORT**

- 1.1 The purposes of the report are for Council to:

1.1.1 Agree to re-establish the *Central Landfill Joint Committee (CLJC)*, approve the *Joint Committee Agreement (JCA)* and the committee *Terms of Reference (TOR)* and to appoint the Council's *Representative* and *Alternative Representative* on the Joint Committee; and

1.1.2 Authorise the Chief Executive to sign the JCA.

- 1.2 The reestablishment of the CLJC will establish the governance layer for waste disposal options in the region.

- 1.3 For the avoidance of doubt, the *Holding Period*, as referred to in this report, is the remaining term of the Bonny Glen waste disposal contract until 30 June 2024, being the end of the first 5-yearly, 35-year Disposal Contract.

2. **EXECUTIVE SUMMARY**

2.1 In 2018, the Stratford District Council (the Council), New Plymouth District Council (NPDC), and South Taranaki District Council (STDC) made resolutions to transport Taranaki waste to Bonny Glen landfill and put the development of Central Landfill on hold.

2.2 The previous Central Landfill JCA has been updated to provide further governance during this holding period.

- 2.3 We recommend that Council approve the new Central Landfill JCA in order to ensure the CLJC can be re-established and ensure appropriate governance around regional waste disposal options during the *Holding Period*.
- 2.4 If the new JCA is approved by each council, the CLJC can be re-established, with the nominated representatives from each Council, allowing a review of the viability of the Central Landfill to be completed within the next 12 months.

3. **LOCAL GOVERNMENT ACT 2002 - SECTION 10**

Under section 10 of the Local Government Act 2002, the Council’s purpose is to “enable democratic local decision making by and on behalf of communities; as well as promoting the social, economic, environmental, and cultural well-being of communities now and into the future”			
Does the recommended option meet the purpose of the Local Government 4 well-beings? And which:			Yes
Social	Economic	Environmental	Cultural
✓	✓	✓	✓

This proposal meets the Local Government Act’s definition of good quality local infrastructure and the intent to deliver this in the most cost-effective way.

4. **BACKGROUND**

- 4.1 The Council, NPDC and STDC are bound by the Regional Waste Services Management Agreement 2008 (RWSMA). This agreement outlines the respective councils’ responsibilities for current and future solid waste disposal.
- 4.2 In 20 December 2017, the councils established the Central Landfill JCA to oversee the development and operation of Central Landfill, with NPDC appointed as the Administering Authority. As part of this agreement, the RWSMA was amended to reflect the agreed regional approach to waste disposal.

Amendment to Joint Committee Agreement (JCA)

- 4.3 In November 2018, each district council made resolutions to transport Taranaki waste to Bonny Glen Landfill under a 35 year contract with Midwest Disposal Limited. The contract has six five year rights of renewal, with the first renewal date on 30 June 2024.

- 4.4 As a result of this contract, the development of Central Landfill was put on hold. However, should a review of the feasibility of the Central Landfill indicate that the landfill should proceed as originally intended, there is potential for the landfill to be developed further by the first right of renewal of the Midwest Disposal contract in 2024 **and** prior to the lapse dates for Central Landfill resource consents and land use consent in 2025.
- 4.5 The JCA does not reflect this *Holding Period* , therefore an amendment is required to outline the committee’s delegation and responsibilities during the *Holding Period* .

Re-establishment of Central Landfill Joint Committee (CLJC)

- 4.6 In 2019, the CLJC was disestablished at the local election in accordance with Schedule 7, clause 30(7) of the Local Government Act which states:

“A committee, subcommittee, or other subordinate decision-making body is, unless the local authority resolves otherwise, deemed to be discharged on the coming into office of the members of the local authority elected or appointed at, or following, the triennial general election of members next after the appointment of the committee, subcommittee, or other subordinate decision-making body.”

- 4.7 Therefore the CLJC is required to be re-established by resolution of each council. A new JCA must be completed prior to the re-establishment of the committee. To ensure the JCA remains valid in future council terms, the re-establishment should include a recommendation that the committee not be discharged at the end of future triennial council terms.
- 4.8 The JCA has been reviewed and a new agreement drafted by Simpson Grierson to reflect:
- Updated background to provide further information since the previous agreement was established;
 - Updated definitions to reflect changes throughout agreement; and
 - Addition of clauses relating to the holding period
- 4.9 The new JCA is provided in Appendix 1, with tracked changes highlighted.

Terms of Reference (TOR)

- 4.10 The Mayor has the ability, pursuant to Section 41A of the Local Government Act, to establish the Committee and its appointees but the committee’s Terms of Reference must be adopted by each council.
- 4.11 The TOR for the CLJC has been updated to reflect the new JCA, including the *Holding Period* , and is provided in Appendix 2.

Next Steps

- 4.12 If the new JCA and TOR are approved by each council, the CLJC will re-establish with the nominated representatives from each Council.
- 4.13 The CLJC will review the viability of the Central Landfill within the next 12 months and meet on an annual basis during the *Holding Period* as outlined in the JCA and the TOR.

5. CONSULTATIVE PROCESS

5.1 Public Consultation - Section 82

No public consultation has been undertaken.

5.2 Maori Consultation - Section 81

No Iwi consultation was deemed necessary for this matter.

6. RISK ANALYSIS

Refer to the Council Risk Register - available on the Council website.

- Does this report cover any issues that relate to any risks on the Council Risk Register, and if so which risks and what are the impacts and likelihood of eventuating?
- Does this report cover any issues that may lead to any new risks that are not on the Council Risk Register, and if so, provide some explanation of any new identified risks.
- Is there a legal opinion needed?

- 6.1 There are a number of risks (particularly financial and resulting political implications) and uncertainties associated with a project of this nature and size.
- 6.2 The overall risk is reduced by the shared approach taken by the three territorial local authorities as well as the significant amount of planning that has been undertaken to date.
- 6.3 A number of legal opinions and reviews have formed part of this project to date.

7. **DECISION MAKING PROCESS - SECTION 79**

7.1 **Direction**

	Explain
Is there a strong link to Council’s strategic direction, Long Term Plan/District Plan?	Strong link to LTP
What relationship does it have to the communities’ current and future needs for infrastructure, regulatory functions, or local public services?	It meets the community’s need for essential infrastructure.

7.2 **Data**

- | |
|--|
| <ul style="list-style-type: none"> • Do we have complete data, and relevant statistics, on the proposal(s)? • Do we have reasonably reliable data on the proposals? • What assumptions have had to be built in? |
|--|

Data to date is robust, however, as the project progresses, further information will be sought as relevant to the individual stages of the project.

7.3 **Significance**

	Yes/No	Explain
Is the proposal significant according to the Significance Policy in the Long Term Plan?	No	
Is it: • considered a strategic asset; or	No	The asset is held by the administering authority, in this case NPDC, SDC is making an investment in it.
• above the financial thresholds in the Significance Policy; or	No	
• impacting on a CCO stakeholding; or	No	The Joint Committee arrangement does not meet the threshold of being considered a CCO.
• a change in level of service; or	No	
• creating a high level of controversy; or	No	
• possible that it could have a high impact on the community?	No	The location of the landfill is outside the Stratford District. Financially the impact is the lowest of all considered options on an all-of-life basis.

In terms of the Council's Significance Policy, is this proposal of high, medium, or low significance?		
HIGH	MEDIUM	LOW
	✓	

7.4 **Options**

An assessment of costs and benefits for each option must be completed. Use the criteria below in your assessment.

1. What options are available?
2. For **each** option:
 - explain what the costs and benefits of each option are in terms of the present and future needs of the district;
 - outline if there are any sustainability issues; and
 - explain if the outcomes meet the current and future needs of communities for good-quality local infrastructure, local public services, and performance of regulatory functions?
3. After completing these, consider which option you wish to recommend to Council, and explain:
 - how this option is the most cost effective option for households and businesses;
 - if there are any trade-offs; and
 - what interdependencies exist.

Option 1 - Approve the new Joint Committee Agreement, agree to re-establish the Central Landfill Joint Committee, and adopt the terms of reference

Financial and Resourcing Implications

- 7.4.1 The new Agreement allows the Committee to continue to function during the holding period and defines the role of the Joint Committee and Administering Authority.
- 7.4.2 The initial capital provided by each Council to construct the landfill has been refunded in accordance with the Joint Committee resolution on 30 August 2019.

Risk Analysis

- 7.4.3 Should the decision be to continue with disposal of waste to Bonny Glen landfill, the JCA may need to be terminated or further amended to allow for a change in future governance of regional waste disposal. The JCA has been amended to enable future termination of the agreement should it be required.
- 7.4.4 The provision of alternate committee members is not explicitly referenced in the LGA, however given the small size of the committee, and the statutory obligation to appoint Mayors to all Council committees, the appointment of alternate members will facilitate effective and efficient meetings by ensuring a quorum is achievable.

Advantages and Disadvantages

- 7.4.5 This option allows the feasibility of the Central Landfill to be monitored and reviewed by the Joint Committee during the first term of the Bonny Glen Landfill waste disposal contract and provide governance for decision making prior to the landfill designation and resource consent lapse dates.
- 7.4.6 Amending the JCA provides clarity of roles for the Central Landfill Joint Committee and Administering Authority during the holding period.
- 7.4.7 The project can be reactivated quickly should the agreement with Midwest Disposals for Bonny Glen landfill not perform as expected.

Option 2 - Do not approve the new Joint Committee Agreement

Financial and Resourcing Implications

- 7.4.8 If the Joint Committee is not re-established, there would be no formal agreement in place between the three councils, requiring the Administering Authority to be disbanded and any costs for future landfill disposal to be met by individual councils.
- 7.4.9 If the JCA is not amended to reflect the decision to dispose of waste at Bonny Glen, the Committee will not have delegated authority to make decisions during the holding period.

Risk Analysis

- 7.4.10 Without a JCA, the ability to collaborate on waste management regionally would be restricted.
- 7.4.11 There is a risk of delays in making a decision to remobilise the Central Landfill project without a JCA to facilitate clear governance during the holding period.

Advantages and Disadvantages

- 7.4.12 This option would provide ineffective governance in relation to regional waste disposal.
- 7.4.13 This option could delay decision making and remobilisation, should it be required,

7.5 **Financial**

- Is there an impact on funding and debt levels?
- Will work be undertaken within the current budget?
- What budget has expenditure come from?
- How will the proposal be funded? e.g. rates, reserves, grants etc.

This project will be loan funded.

7.6 **Prioritisation & Trade-off**

- Have you taken into consideration the:
- Council's capacity to deliver;
 - contractor's capacity to deliver; and
 - consequence of deferral?

The outcome of this project is to allow Council to deliver waste disposal services to ratepayers at the minimum cost, taking a lifecycle approach. Deferring this project could delay decision making which will come at a cost.

7.7 **Legal Issues**

- Is there a legal opinion needed?
- Are there legal issues?

There are no legal issues, Legal opinions have been sought; the JCA and TOR documents have been prepared by legal experts.

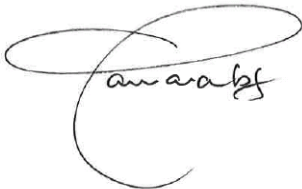
7.8 **Policy Issues - Section 80**

- Are there any policy issues?
- Does your recommendation conflict with Council Policies?

There are no policy issues with this matter; the purpose of this report aligns with Council policies as well as Section 10 of the LGA.

Attachments:

- Appendix 1 – The *Joint Committee Agreement* – JCA (D21/15808);
- Appendix 2 – The *Terms of Reference* - TOR (D21/15807).



Victoria Araba
DIRECTOR – ASSETS



[Approved]
S Hanne
CHIEF EXECUTIVE

DATE: 17 May 2021

APPENDIX 1

JOINT COMMITTEE AGREEMENT

NEW PLYMOUTH DISTRICT COUNCIL

SOUTH TARANAKI DISTRICT COUNCIL

STRATFORD DISTRICT COUNCIL

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AGREEMENT DATED

2021

PARTIES

1. **NEW PLYMOUTH DISTRICT COUNCIL (NPDC)**
2. **SOUTH TARANAKI DISTRICT COUNCIL (STDC)**
3. **STRATFORD DISTRICT COUNCIL (SDC)**

BACKGROUND

- A. Under a Regional Waste Services Management Agreement dated 2 July 2008 (**RWSMA**), the parties used a landfill situated at Colson Road in New Plymouth (**Colson Road Landfill**). The Colson Road Landfill is owned and operated by NPDC and closed to the acceptance of general waste in 2019 while it remained open for special waste from August 2019. It closed to the acceptance of all waste on 31 October 2020.
- B. Under a Central Landfill Joint Committee Agreement dated 20 December 2017 entered into by the parties (**original CLJC Agreement**), the parties agreed to establish a joint committee pursuant to the Local Government Act 2002 (**Joint Committee** or **CLJC**), for the purposes of developing the Central Landfill (**Central Landfill**) and operating it following the closure of the Colson Road Landfill.
- C. In November 2018, each of the parties resolved to transport Taranaki waste to Bonny Glen Landfill. A 35-year contract (including renewals) with Midwest Disposal Limited has been entered into. The first five yearly contract renewal date in the Bonny Glen waste disposal contract is 30 June 2024.
- D. The development of the Central Landfill was put on hold. The lapse date for the Central Landfill resource consents and the land use consent from STDC is 2025 if they are not given effect to. There is potential for the Central Landfill to be developed further and a decision to proceed with its use as originally intended. If the Bonny Glen waste disposal contract is not renewed after its first term, then the Central Landfill will need to accept waste on 1 July 2024.
- E. The original CLJC was disestablished following the 2019 triennial local government elections (in accordance with clause 30(7) of Schedule 7 of the Local Government Act 2002).
- F. The parties intend to enter this new Joint Committee Agreement (**Agreement**) to ensure that the CLJC will be able to facilitate effective governance on regional waste disposal options during the remaining term of the Bonny Glen waste disposal contract until 30 June 2024 (**Holding Period**).

THIS AGREEMENT RECORDS THAT:

DEFINITIONS AND INTERPRETATION

Definitions: In this agreement, unless the context indicates otherwise:

Administering Authority means the party to be appointed as such, in accordance with clause 0;

Aftercare means the on-going monitoring and maintenance of the Central Landfill following its permanent closure, as required under the Resource Consents;

Aftercare Fund means, at any time, an amount set aside to provide for all anticipated Aftercare costs (as determined from time to time in accordance with clause 5.4.19 of the Landfill Full Cost Accounting Guide for New Zealand);

Annual Budget has the meaning given to that term in clause 0;

Background IP means:

all Intellectual Property developed by any party for incorporation into the landfill consent, design or expressly for the joint benefit of the parties; and

all Intellectual Property that has been developed by any third party on behalf of any party (including any financial model developed for any party by an independent third party),

which is in existence at the date of this Agreement or which comes into existence after the date of this Agreement otherwise than in connection with this Agreement;

Bill Rate means in respect of any day of a month:

- (a) the average of the bid rates for 30 day bank accepted bills of exchange, expressed as a percentage per annum (to two decimal places) as quoted on Reuters page BKBM or any successor page displaying substantially the same information (subject to manifest error) at 10.45 am on the first Business Day of the month in respect of which the rate is to be calculated; or
- (b) if this rate does not appear on that Reuters page on that Business Day, the average of the mean bid and offered rates of Westpac Banking Corporation for bank bills of exchange having a tenor of 30 days at 10.45 am on that Business Day;

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Taranaki and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year;

Business Plan has the meaning given to that term in clause 0;

Central Landfill has the meaning given to that term in the Background section of this Agreement or, as the context requires, the business which comprises the operation, by the Administering Authority on behalf of the parties, of the Central Landfill;

Central Landfill Site means the area of land described as such in Schedule 5 of the Agreement, being a subdivision of part of the land situated on State Highway 3, three kilometres south of Eltham with legal description Pt Sec 26 Sec 27 Bk XIV Ngaere SD;

CLJC Member has the meaning given to that term in clause 0;

Commencement Date means the date of this Agreement;

Confidential Information means any information:

relating to the terms of this Agreement;

relating directly or indirectly to the business operations of the Central Landfill;

disclosed by any party to any other party on the express basis that such information is confidential; or

which might reasonably be expected by any party to be confidential in nature,

provided that, where information relates exclusively to one party, nothing in this Agreement will require that party to maintain confidentiality in respect of that information;

Default Rate means the Bill Rate plus 5%;

Financial Year means the financial year of the Central Landfill, being 1 July to 30 June;

Force Majeure means in relation to any party (**Affected Party**) an event or circumstance (or combination of events or circumstances) which is beyond the reasonable control of the Affected Party, including any:

- (a) war, revolution, riot, act of terrorism, commandeering, nationalisation or requisition by or under the order of any Government Agency;
- (b) stoppage, material shortage or short term restriction of labour, including an industrial dispute, strike, ban, embargo and lockout (provided that any such unavailability of labour is not restricted to the Affected Party);
- (c) act of any Government Agency, including a governmental restraint, order, embargo or declaration of regional or national state of emergency (or equivalent);
- (d) natural disaster including cyclone, tsunami, flood, earthquake, volcanic eruption, fire, landslide or mudslide; or
- (e) disease, epidemic, pandemic or officially imposed quarantine,

but does not include any:

- (f) event or circumstance which could have been avoided by the exercise, by the Affected Party, of Good Industry Practice; or
- (g) lack of funds or authority or power on the part of the Affected Party;

Future Development Fund means an amount set aside for the costs associated with the future development and the eventual permanent closure of the Central Landfill Site (excluding Aftercare), including any expansion or development of its infrastructure and **Future Development** has a corresponding meaning;

Good Industry Practice means, in relation to any activity, the exercise of a degree of skill, diligence, prudence and foresight which would reasonably and

ordinarily be expected from a skilled and experienced person engaged in New Zealand in the same type of activity, under the same or similar circumstances;

Government Agency means any recognised government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether at a national or local level.

Holding Period means the period between the commencement of this agreement and the expiry of the initial term of the Bonny Glen waste disposal contract (expected to be 30 June 2024);

Intellectual Property means trade marks, rights in domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same;

Joint IP means all Intellectual Property developed during the Term by any combination of two or all of the parties, for the purposes of giving effect to this Agreement;

Landfill Management Agreement means an agreement entered into between the Administering Authority (in its capacity as such and with the approval of the CLJC) and a third party for the management of the Central Landfill's day-to-day operations;

Landfill Services Deed means a deed setting out the basis on which a person is entitled to deposit Solid Waste at the Central Landfill;

Law means the law in force from time to time in New Zealand;

Operating Account means a ledger account to be used solely for the receipt of all income and the payment of all expenses (excluding those relating to Aftercare or Future Development) relating to the operations of the Central Landfill (including its initial development);

Percentage Interests means the proportions in which the parties invest capital in, or receive any operating surplus or apportion any operating deficit from, the Central Landfill being:

- (a) NPDC - 66.4%;
- (b) STDC - 27.1%; and
- (c) SDC - 6.5%;

Representative means the representative nominated by resolution of each party (evidenced by written notice to, or by inclusion in any minutes of, the CLJC) to receive notices on behalf of that party relating to this Agreement;

Resource Consents means the following resource consents, as amended or replaced from time to time, and together with any additional resource consents granted in the future in respect of the Central Landfill:

Consent Reference	Consenting Authority	Lapse Date	Expiry Date
• 05347-1.3 (dated 20 July 2005)	Taranaki Regional Council (TRC)	21 December 2025	1 June 2034
• 05348-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05349-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05350-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05351-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 10501-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2022
• 10502-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2034
• 10529-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• 10530-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• RM 980102 (dated 30 March 2000, as varied on 14 December 2005)	STDC	21 December 2025	N/A

Site Lease has the meaning given to that term in clause 0;

Solid Waste means all forms of waste, including recyclable waste and compatible green waste;

Term means the period from and including the date of this Agreement, up to and including the date on which this Agreement terminates in accordance with clause 0; and

Terms of Reference means the terms of reference of the Joint Committee as set out in this Agreement and in Schedule 4 and amended by the parties from time to time.

Interpretation: In this agreement, unless the context indicates otherwise:

Defined Expressions: expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement, including the background;

Headings: clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;

Parties: references to any **party** include that party's successors and permitted assigns;

Persons: references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

Plural and Singular: references to the singular include the plural and vice versa;

Clauses/Schedules: references to clauses and schedules are to clauses in, and the schedules to, this Agreement. Each such schedule forms part of this Agreement;

Statutory Provisions: references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;

Negative Obligations: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

Inclusive Expressions: the term **includes** or **including** (or any similar expression) is deemed to be followed by the words "without limitation"; and

Documents: references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

CONDITIONS

CENTRAL LANDFILL JOINT COMMITTEE

Existing arrangements: The parties recognise that:

the joint committee established by the old CLJC Agreement between them dated 20 December 2017 was disestablished and that old CLJC Agreement is terminated;

the parties were refunded a portion of the funds that they transferred into the Operating Account due to the reduction in expected costs during the Holding Period; and

the Agreement Varying Regional Waste Services Management Agreement was entered into on 20 December 2017 and remains in force.

Establishment: The CLJC is established with effect from the Commencement Date.

Functions: The functions of the CLJC will be to oversee the initial development, and the operation, eventual permanent closure and Aftercare, of the Central Landfill in accordance with this Agreement, including:

- (a) during the Holding Period, determining:
 - (i) on an annual (or otherwise as required) basis, the previous year's activities in review and approve budgets for the next financial year;

- (ii) the viability of Central Landfill as reviewed by the Administering Authority considering:
 - (A) the performance of the Bonny Glen waste disposal contract;
 - (B) comparison with initial waste disposal modelling assumptions using the identified triggers: Total cost of disposal exceeding LTP budget; Waste volume growth exceeding LTP expected volume; Waste minimisation progress less than modelled in 2018;
 - (C) the ability to extend all relevant Central Landfill consents for an extended period, or at least five years;
 - (D) the capital required to maintain the consents and Central Landfill site;
 - (E) any options to future proof the landfill site including purchasing neighbouring land if required;
 - (F) any changes to landfill best practice, government policy and implementation of Waste Management and Minimisation Plan actions.

(iii) whether Central Landfill would need to accept waste on 1 July 2024 and if so:

- (A) ensure the following timeline is met to enable Central Landfill to open by this time:

Milestone	Date Required By
Undertake cost benefit analysis of Bonny Glen vs Central Landfill, including updated landfill construction cost estimate	July 2021
Decision by three councils whether to proceed with Central Landfill	December 2021
Payment of Initial Instalments	February 2022
Review and confirm landfill design	June 2022
Tender and construct landfill (two construction seasons – allows time to confirm leachate disposal option)	July 2022 to June 2024

- (B) if the decision is made for one or more Councils to continue (or not continue) with the Bonny Glen Waste disposal contract for the second term, inform MidWest Disposal Limited by 31 December 2023.

(iv) subject to clauses (ii) and (iii) above, and a decision being made to continue with the Bonny Glen Waste disposal contract for the second and subsequent terms of five years, changes required to update this Agreement to reflect the role of the Joint Committee and Administering Authority over these periods.

(b) determining (subject to the provisions of the Landfill Services Deeds, where applicable) the prices to be charged for the deposit of Solid Waste at the Central Landfill (**Gate Charges**);

determining (subject to the provisions of the Landfill Services Deeds, where applicable) which types of Solid Waste will be accepted at the Central Landfill;

approving the Annual Budget and Business Plan for the Central Landfill (in accordance with clause 0);

determining the date of permanent closure of the Central Landfill (consistent with the Resource Consents);

in each case, in a manner which:

(a) meets the requirements of the parties' respective Long Term Plans (under the Local Government Act 2002) relating to Solid Waste disposal; and

creates a long-term economically viable, least cost solution (compliant with all relevant regulatory requirements) for the disposal by the parties of their respective Solid Waste.

Anything expressed in this Agreement as an obligation of the CLJC will be construed as an obligation of the parties, to exercise their rights under this agreement, through their respective CLJC Members, to ensure that the CLJC's obligation is discharged in the manner contemplated by this agreement.

Membership: The CLJC will comprise one elected member from each of the parties (**CLJC Members**). Each party will, prior to the Commencement Date, nominate, by written notice to the other parties, that party's initial CLJC Member. Any party may subsequently change its CLJC Member at any time by written notice to the other parties. If a CLJC Member ceases to be an elected member of the party that appointed that person, he or she will automatically cease to be a CLJC Member.

Alternates: Each party is entitled to nominate an alternate elected member to attend meetings of the CLJC and vote. For the avoidance of doubt, each party is only entitled to one vote regardless of the number of members or alternates appointed by it.

Voting: Each CLJC Member will have one vote on all resolutions of the CLJC. All meetings of the CLJC may be attended by officers of the parties, but such officers will not be entitled to vote on resolutions of the CLJC.

Proceedings: The CLJC will operate in accordance with the following:

Chairperson: The chairperson of the CLJC (**CLJC Chairperson**) will be any CLJC Member nominated by NPDC to be chairperson (subject to his or her consent to act as chairperson). The CLJC Chairperson (or his or her nominee) will chair meetings of the CLJC. The CLJC Chairperson will not have a second or casting vote on any resolution of the CLJC.

Quorum: The quorum for a meeting of the CLJC will be a simple majority of the CLJC Members.

Resolutions: All decisions by the CLJC will be made by resolution of the CLJC Members, passed at a CLJC Meeting. Each CLJC Member must ensure, prior to voting on any resolution of the CLJC, that he or she has the authority of the party which appointed him or her to the CLJC to exercise his or her vote accordingly, and that the exercise of his or her vote does not require any subsequent ratification or approval by that party.

Other: The CLJC will otherwise regulate its proceedings as the CLJC Members so resolve or, in the absence of any such resolution to the contrary, in accordance with the Local Government New Zealand Model Standing Orders.

Terms of Reference: The Terms of Reference of the CLJC are set out in this Agreement and in Schedule 4. In the event of any conflict between the provisions in Schedule 4 and the provisions in the body of this Agreement, the provisions in the body of this Agreement will prevail.

FINANCIAL

Separate Accounting: The Administering Authority will:

maintain financial and budgeting practices in accordance with the Landfill Full Cost Accounting Guide for New Zealand (published by the Ministry for the Environment);

maintain financial records and accounts (including the Operating Account) for the Central Landfill, separate from those relating to the Administering Authority's other activities;

determine suitable accounting and investment policies for the Future Development Fund, the Aftercare Fund, and all other amounts relating to the Central Landfill; and

report routinely to the CLJC on the matters as set out in paragraphs (a) and (b) above, and by exception according to any policies the CLJC may ratify in respect of accounting and investment.

Annual Budget and Business Plan: The Administering Authority will prepare, and submit to the CLJC for approval, an annual budget and business plan for the Central Landfill, not less than 6 months prior to, and in respect of, each Financial Year (**Annual Budget/Business Plan**). Once the Annual Budget and Business Plan have been approved, the Administering Authority will use all reasonable commercial endeavours to manage the Central Landfill in accordance with the approved Annual Budget and Business Plan, to the extent possible (and will notify the CLJC, at the earliest available opportunity, of any material deviation or expected material deviation from the Annual Budget or Business Plan). For the avoidance of doubt, the rental and any other amounts payable by the Administering Authority under the Site Lease, and the Administering Authority's reasonable overheads in relation to its role as such, will be included as an expense in the Annual Budget and Business Plan.

Initial Capital: In order to meet the costs of the initial development and operation of the Central Landfill, the parties will pay, such amounts into the Operating Account as the Administering Authority calculates and is approved by the CLJC in accordance with the percentage interests set out below (**Initial Instalments**). The Initial Instalments will be payable on the date that the CLJC determines (and if no such

determination is made, then the date that is 2 months after the last of the parties has resolved to proceed with Central Landfill).

Party	Percentage Interest
NPDC	66.4%
STDC	27.1%
SDC	6.5%

Additional Capital Contributions: Where any additional capital is required for the development or operation (including the eventual, permanent closure) of the Central Landfill, the parties will pay such amounts into the Operating Account on such dates as the CLJC requires. The CLJC will give the parties at least 20 Business Days' prior written notice of any additional capital contributions required.

Future Development Fund: The Administering Authority will allocate, from the Operating Account, sufficient funds in order to meet the anticipated costs of Future Development. Such funds will be held in a separate Future Development Fund, to be held and administered by the Administering Authority on trust for the parties (as to their respective Percentage Interests). All Future Development costs must be paid from the Future Development Fund.

Aftercare Fund:

The CLJC will establish a separate Aftercare Fund to meet the costs of Aftercare. The Aftercare Fund will be funded from the Operating Account (subject to clause 0). The Aftercare Fund will be held by the Administering Authority in a separate account, on trust for the parties (as to their respective Percentage Interests) and will be used to meet the parties' obligations in relation to Aftercare, following permanent closure of the Central Landfill. All Aftercare costs must be paid from the Aftercare Fund.

If, at any date (**Reference Date**), the Aftercare Fund does not have sufficient funds in order to meet all of the Aftercare costs that are or are expected to be payable within the following 60 Business Days, the parties will be required to deposit to the Aftercare Fund an aggregate amount equivalent to the shortfall, divided between them in proportion to the total quantity of Solid Waste deposited by each of the parties during the period between the first date on which the Central Landfill is open and able to provide the Landfill Services (as defined in the Landfill Services Deed) and the Reference Date.

Operating Account: The Operating Account must be kept in surplus at all times (net of all funds which are required to be paid from the Operating Account into the Future Development Fund or the Aftercare Fund, and net of all amounts paid by the parties under clause 0) until all of the Aftercare requirements of the Central Landfill have been met. If the CLJC or the Administering Authority requires any payment by the parties into the Operating Account (on any basis, including as a capital contribution or as a repayable advance) in order to keep the Operating Account in surplus, such payment must be made by the parties in their respective Percentage Interests, at the time required by the CLJC or the Administering Authority (respectively) on not less than 2 Business Days' notice.

Operating Revenue: The Administering Authority must ensure that all Gate Charges and other receivables relating to the operation of the Central Landfill are paid into the Operating Account.

Operating Expenses: The Administering Authority will pay all operating expenses of the Central Landfill (including any payments payable by the Lessee under the Site Lease, and the amounts referred to in clause 0 out of the Operating Account.

Operating Surplus: Any operating surplus (determined by reference to the Central Landfill's then current Annual Budget and Business Plan) will be allocated by the Administering Authority as follows:

first, to the Aftercare Fund (to the extent that any such allocation is required in order to ensure that the Aftercare Fund has sufficient funds in it, net of any investment returns on it, to meet all of the Aftercare costs of the Central Landfill); then

to the Future Development Fund (to the extent that any future development of the Central Landfill Site, including any capital costs associated with plant or equipment needed to operate the Central Landfill or with any roading or other costs associated with the operation of the Central Landfill, is not fully funded through the Future Development Fund); then

paid to the parties, in accordance with their respective Percentage Interests, at such times as the Administering Authority (acting in accordance with this Agreement) considers appropriate, and as approved by CLJC.

Payment Default: If any amount owed by any party (**Party B**) under this clause 0 falls overdue for payment (**Payment Shortfall**) then:

any other party (**Party A**) may meet the Payment Shortfall on Party B's behalf; and

Party B will be liable to repay to Party A the Payment Shortfall, including any default interest incurred on that amount. Such default interest will:

be calculated from the date on which the Payment Shortfall falls overdue until the date on which payment of the Payment Shortfall is made in full;

accrue and be calculated on a daily basis at the Default Rate; and

be compounded monthly.

ADMINISTERING AUTHORITY

Appointment of NPDC: Until or unless the parties agree otherwise in writing, NPDC will be the Administering Authority. If NPDC is replaced at any time as the Administering Authority, the replacement must be either:

one of the other parties; or

a third person, appointed pursuant to a written agreement between the CLJC and that person, on terms which are consistent with this clause 0 and which are approved by each party in writing accordingly (such approval not to be unreasonably withheld).

Delegation of Powers to Administering Authority: To the fullest extent permitted by law, the CLJC will be deemed to have granted to the Administering Authority, on

and from the Commencement Date, all functions, rights and powers of the CLJC, required for the development, operation and Aftercare of the Central Landfill in the manner contemplated by this agreement. Without limiting the effect of this clause, the Administering Authority may, on behalf of the CLJC:

enter into Landfill Services Deeds with commercial users, in accordance with the matters determined by the CLJC under clauses 0(a) and (b) and using the template set out in a Schedule 2 (subject to any modifications as the Administering Authority reasonably considers to be in the best interests of each of the parties);

enter into a Landfill Management Agreement for the management of the Central Landfill's day-to-day operations (on terms which must be consistent with any Landfill Services Deed that is in existence prior to the entry into the Landfill Management Agreement, and with this Agreement);

purchase, and hold on trust for the parties (as to their respective Percentage Interests) such assets as are necessary for the operation of the Central Landfill (but excluding the Central Landfill Site itself);

access, use and make improvements to (including the construction of fixtures on) the Central Landfill Site (and, for this purpose, enter into the Site Lease and, if there is any change in the Administering Authority, assign the Site Lease to the new Administering Authority);

hold and operate the Operating Account, Aftercare Fund and Future Development Fund in the manner set out in this Agreement;

enter into binding commitments on behalf of the parties, as required for the operation of the Central Landfill in the manner contemplated by this Agreement, provided that any such commitment:

will be made on the basis that it is a joint liability of the parties, as to their respective Percentage Interests;

must, if not expressly authorised by any other provision of this Agreement, be authorised by a resolution of the CLJC if that commitment (either alone or in conjunction with other related commitments) constitutes an aggregate contingent or actual liability of the parties in excess of \$250,000 in any financial year of the Central Landfill; and

must be permitted by law;

arrange, and hold on trust for the parties as to their respective Percentage Interests, all insurances reasonably required in respect of the Central Landfill; and

manage, on behalf of the CLJC, any disputes with third parties and any regulatory compliance matters relating to the Central Landfill (including any issues relating to the Resource Consents).

(i) during the Holding Period and subject to the CLJC review, apply for Additional/Modified Resource Consents under clause 0 of this agreement as required.

Obligations of Administering Authority: In addition to any other obligation of the Administering Authority under this Agreement, the Administering Authority, in its capacity as the Administering Authority and/or in exercising its functions, rights and powers under clause 0, must:

not breach, or do anything that constitutes a breach by any other party, of any obligation imposed by law;

exercise due skill and care in accordance with Good Industry Practice;

act in good faith;

not, without being authorised to do so by this Agreement or a resolution of the CLJC:

 borrow any amount on behalf of the parties (provided that this does not limit the acquisition by NPDC of any goods or services on unsecured deferred payment terms, in the ordinary course of operating the Central Landfill);

 give any security over, or dispose of any interest in, the Central Landfill Site, the Site Lease, the Operating Account, the Aftercare Fund, the Future Development Fund, or any other asset which is held on behalf of the parties for the operation of the Central Landfill; or

 grant any person any right of access to, or any right to deposit Solid Waste in, the Central Landfill Site (except as set out in any Landfill Services Deed or in the Landfill Management Agreement);

comply with the Site Lease (and assign the Site Lease if required to do so under clause 0); and

act in accordance with its applicable financial limitations and procurement policies.

OWNERSHIP AND CONTROL OF CENTRAL LANDFILL SITE AND ASSETS

Restrictions on STDC: Subject to the Site Lease, STDC must not, during the Term, enter into any arrangement to sell, lease, license any person to use, occupy or control, or encumber in any way, any part of the Central Landfill Site, except:

as expressly required in order to give effect to this Agreement; or

as approved by a unanimous resolution of the CLJC Members.

Ownership/Control of Site at End of Term: For the avoidance of doubt, STDC will (as between the parties) be the sole owner of the Central Landfill Site during and following the Term. Without limiting the effect of the Site Lease, nothing in this Agreement is intended to confer on NPDC or SDC any proprietary interest in the Central Landfill Site.

Ownership of Other Assets: Any asset which has, during the Term, been acquired on behalf of the parties, for the operation of the Central Landfill, will (subject to any contrary provision in the Site Lease dealing with the ownership of the lessee's improvements on the Central Landfill Site) be:

(if that asset is a fixture on the Central Landfill Site) owned by STDC at all times (provided that any net cost incurred by STDC as a result of such ownership must be met out of the Operating Account or the Aftercare Fund, failing which SDC and NPDC will indemnify STDC for such cost, in proportion to their Percentage Interests); or

(if that asset is not a fixture on the Central Landfill Site) disposed of by the Administering Authority on behalf of the CLJC at the end of the Term, with the net proceeds of disposal being distributed amongst the parties in accordance with their respective Percentage Interests.

No Transfer/Encumbrance of Parties' Interests: No party is entitled to transfer to any other party or to any third person, or to encumber in any way, any legal or beneficial interest of that party in, or in any asset held or used for the purposes of, the Central Landfill.

RESOURCE CONSENTS

Additional/Modified Resource Consents: The Administering Authority will apply for such new Resource Consents, and such modifications to Resource Consents, as are required in order to give effect to this Agreement. Any associated costs will be paid out of the Operating Account (and may be debited to the Future Development Account, if and to the extent that they relate to Future Development).

TERM AND TERMINATION

Parties to Maximise Term: The parties will give effect to this Agreement in such a manner as will maximise the Term (subject to compliance with this Agreement) by, amongst other things:

optimising the management of the Central Landfill site (including undertaking Future Development) so as to maximise its operating capacity and life; and

facilitating the obtaining by the Administering Authority of such additional or modified Resource Consents, and any other permits or authorisations required by law, as may be needed for any such future development and/or for the on-going operation of the Central Landfill.

Termination at end of Holding Period in certain circumstances: Any party may, by written notice to the other parties, terminate this Agreement with immediate effect, if any (or all) of the following has not occurred prior to 30 June 2022:

Landfill Services Deed: Each of the parties has entered into a Landfill Services Deed substantially in the form set out in Schedule 1 (**Landfill Services Deed for Municipal Users**);

Lease of Central Landfill Site: STDC (as lessor) and the Administering Authority, being NPDC (as lessee), have entered into a lease of the Central Landfill Site, substantially in the form set out in Schedule 3 (**Site Lease**).

Termination: This Agreement may not be terminated except by:

the operation of clause 0 above;

the expiry of the Term under clause 0; or

written agreement (authorised by a formal resolution of each party) between the parties,

notwithstanding anything to the contrary in the Contract and Commercial Law Act 2017.

Consequences of Termination: On termination of this Agreement for any reason:

the termination will be without prejudice to any party's rights and remedies in respect of any breach of this Agreement by any other party, where the breach occurred before the termination of this Agreement; and

the provisions of clauses 0, 0, 0, 0, 0 and 0, together with those other provisions of this Agreement which are incidental to, and required in order to give effect to those clauses, will remain in full force and effect.

Expiry on Completion of Aftercare: If this Agreement has not previously terminated, it will terminate when an independent expert, acceptable to each party (acting reasonably) certifies in writing to each of the parties that all of the Aftercare requirements of the Central Landfill have been met.

DISPUTE RESOLUTION

Initial Resolution: In the event of any dispute arising out of, or in relation to, this Agreement:

a party may, at any time while there is a genuine dispute involving that party and any other party, relating in any way to this Agreement (**Dispute**), give written notice (**Dispute Notice**) to the other parties specifying the subject matter of the Dispute;

the parties' Representatives will meet within 10 Business Days after delivery of the Dispute Notice to endeavour to agree in writing a suitable resolution of the Dispute; and

if no such resolution is agreed within 30 Business Days after the Dispute Notice is given, then any party may refer the Dispute to the parties' respective Chief Executives for direct negotiation between them in order to agree a suitable resolution of the Dispute.

Arbitration: In respect only of a Dispute arising out of the interpretation or application of this Agreement, that has not been resolved pursuant to clause 0 within 20 Business Days of reference of the Dispute to the parties' Chief Executives, then any party may refer the dispute to arbitration under the Arbitration Act 1996. For the avoidance of doubt, if the parties cannot reach agreement about any matter that is expressly to be agreed pursuant to this Agreement, this will not constitute a dispute that is able to be referred to arbitration under this clause.

Legal Proceedings: No party may issue any legal proceedings (other than for urgent interlocutory relief) relating to any Dispute, unless that party has first taken all reasonable steps to comply with clauses 0 and 0.

CONFIDENTIALITY

Parties to Maintain Confidentiality: Subject to clause 0 and to any contrary written agreement between the parties, the parties will, subject to statutory obligations, keep all Confidential Information confidential during the Term.

Disclosure Required by Law: A party may disclose Confidential Information if and to the extent that it is necessary to do so in order to comply with its obligations under the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) or any other statutory obligation. In the event that any party receives under LGOIMA a request for information that includes Confidential Information, that party will consider whether it is appropriate to transfer the request to the other parties under section 12 of LGOIMA and, if it does not transfer the request, will consult with the other parties on the handling of the request and which, if any, withholding grounds may apply before providing its response. For any other disclosure of Confidential Information, the party making the disclosure must notify the other parties in writing prior to disclosure.

Parties' Representatives: The parties must ensure that each of their respective employees, officers and agents, who receive or have access to Confidential Information, observe that party's confidentiality obligations contained in this clause 0.

INTELLECTUAL PROPERTY

Ownership of Intellectual Property: Unless otherwise agreed between the parties:

each party will remain the owner of its Background IP; and

all Joint IP will be owned jointly by the parties in proportion to their respective Percentage Interests.

Intellectual Property Licences: Unless otherwise agreed by the parties in writing, each party (**Licensor**) grants (to the extent legally permissible) to each other party and to their respective CLJC Members (each a **Licensee**) a non-exclusive, royalty-free licence to:

use the Licensor's Background IP to the extent necessary to enable the Licensee to:

implement this Agreement during the Term; and

exercise the Licensee's rights in the Joint IP; and

use the Joint IP to the extent necessary to enable the Licensee to implement this agreement during the Term,

provided that where the Background IP or Joint IP is Confidential Information for the purposes of this Agreement, such licence will be subject to any restriction under clause 0.

FORCE MAJEURE

No party (**First Party**) will be liable for any act, omission or failure by it under this Agreement if that act, omission or failure results directly from a Force Majeure, provided that:

whenever the First Party becomes aware that such a Force Majeure has occurred or is likely to occur, the First Party will notify all other parties by written notice accordingly;

each party will continue to use its best endeavours to perform its obligations as required under this Agreement;

no party will be deemed to have accepted any liability to pay or share any extra costs which may be incurred by any other party in complying with this clause or otherwise resulting from such act, omission or failure.

NOTICES

Method of Delivery: Any written notice required under this Agreement must be signed by a duly authorised representative of the party giving that notice and (without limiting the means by which notice may be given under this Agreement) will be deemed validly given to the relevant recipient in accordance with clause 0 if:

Delivery: delivered by hand to the intended recipient's address (as the recipient may nominate, by written notice to the other parties from time to time); or

Email: sent by email to the intended recipient's email address (as the recipient may nominate, by written notice to the other parties from time to time) and if the recipient acknowledges receipt (whether by way of automated message or otherwise).

Time of Delivery of Notices: any notice transmitted by email or delivered after 5.00pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00am on the next Business Day.

GENERAL

Amendment: This Agreement can be amended only by written agreement between the parties (and, for the avoidance of doubt, the CLJC is not authorised to amend this agreement) except for any amendment required in order to comply with a change in any applicable Law (in which case this Agreement will be amended, at the written request of any party (sent to the other parties) to the minimum extent required to comply with the change in the applicable Law, while maintaining the same risk profile for each party).

Announcements: Without limiting the effect of any other provision in this Agreement, any announcement or publication of information relating to this Agreement is to be made by CLJC or by the parties in accordance with CLJC's directions.

Assignment: No assignment of this Agreement by any party is permitted, except with the other parties' prior written consent.

Communications Between Parties: Anything requiring the agreement of or any consent or authorisation by any party must, in order to be effective, be communicated to that party's Representative and copied to that party's CLJC Member. All other communications relating to this Agreement will be effective if made by or to the CLJC Members.

Counterparts: This Agreement may be signed in counterparts. All executed counterparts will together constitute one document.

Copies: Any copy of this Agreement that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Agreement) may be relied upon by any party, and presented in evidence in any legal proceedings, as though it were an original copy of this Agreement. This agreement may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

Costs: The legal costs incurred by any party in relation to the drafting and negotiation of this Agreement will (except to the extent that payment for these has been made, or is to be made, under clause 0) be reimbursed to that party out of the Operating Account. Each party will pay its own costs of complying with this agreement, unless stated otherwise in this agreement.

Entire Agreement: This Agreement supersedes any previous understandings or agreement relating to the Central Landfill (except for the Regional Waste Services Management Agreement, referred to in 0.

Further Assurances: Each party will do all things and execute all documents reasonably required in order to give effect to the provisions and intent of this Agreement.

Partial Invalidity: If any provision of this Agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this Agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this Agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

Relationship Between Parties: Nothing in this Agreement is intended to create any employment relationship, agency, partnership or council-controlled organisation (under the Local Government Act 2002). No party has any authority to bind any other party except as expressly set out in this Agreement.

Remedies: Subject to clause 0, the rights, powers and remedies in this agreement are cumulative and are in addition to any rights, powers and remedies provided by law.

Regulatory Functions: Nothing in this Agreement limits the exercise by any party of its regulatory functions as required by law.

Open Book Policy: Without limiting the effect of any other provision of this Agreement, each party will at all times, and to the extent that it is reasonably able, make available to each other party, on request, such copies of financial and other information relating to that party's activities under this Agreement.

SIGNATURES

SIGNED on behalf of the **NEW PLYMOUTH DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **SOUTH TARANAKI DISTRICT COUNCIL** by:

Signature

Name/Title

SIGNED on behalf of the **STRATFORD DISTRICT COUNCIL** by:

Signature

Name/Title

SCHEDULE 1
LANDFILL SERVICES DEED FOR MUNICIPAL USERS

SCHEDULE 2
LANDFILL SERVICES DEED FOR COMMERCIAL USERS

SCHEDULE 3

SITE LEASE

SCHEDULE 4
JOINT COMMITTEE TERMS OF REFERENCE

SCHEDULE 5

DESCRIPTION OF CENTRAL LANDFILL SITE

The Central Landfill Site is made up, generally, of:

- The landfill footprint 14.92 ha (attached Figure 2)
- Access road 2.25 ha (attached Figure 3)
- Riparian planting 2.75 ha (attached Figure 4)
- Leachate pond 0.15 ha (attached Figure 4)
- Screen planting 2.00 ha (attached Figure 5)

(Subject to any provisions in the Site Lease related to the final determination of the boundaries of the Central Landfill Site.)

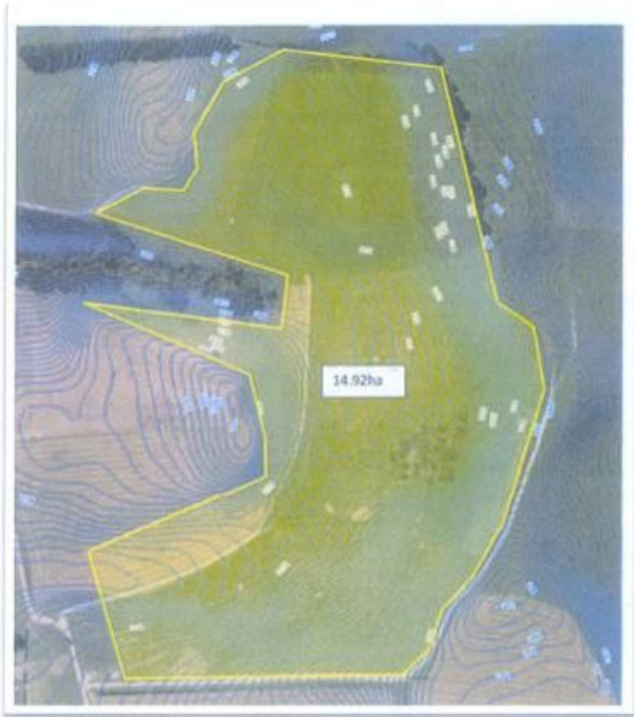
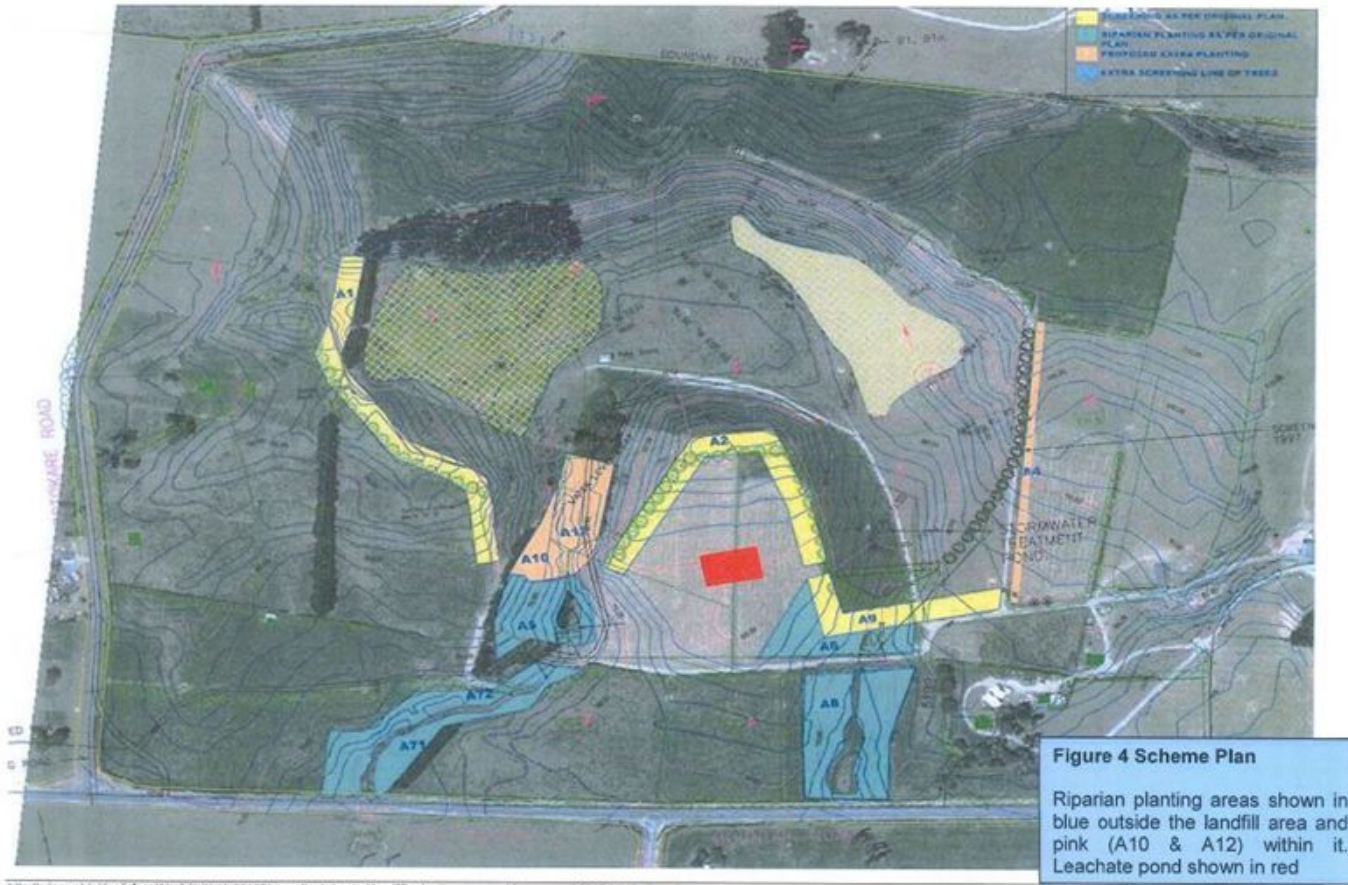


Figure 2: Landfill footprint



Figure 3: Access Road



[http://ononweb/p/doc/infass/1/solid/pj/rtdc00197/consultants/central landfill valuation - request for proposal 2015 02 19. docx.docx](http://ononweb/p/doc/infass/1/solid/pj/rtdc00197/consultants/central%20landfill%20valuation%20-%20request%20for%20proposal%202015%2002%2019.docx.docx)
Created on 19 February 2015

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APPENDIX 2

Central Landfill Joint Committee

Terms of Reference

(a) Interpretation:

These are Terms of Reference (**ToR**) of the Central Landfill Joint Committee (**CLJC**). They supplement the Central Landfill Joint Committee Agreement (**CLJC Agreement**) between the three Taranaki District Councils (**Parties**); and should be read in context with it. All numbered clause references in these ToR are to the relevant clause in the CLJC Agreement unless stated otherwise.

The CLJC will act in accordance with:

- (a)** the Local Government Act 2002 and particularly with the relevant provisions of Schedule 7 of the Act
- (b)** the Local Government Official Information and Meetings Act 1987.

(c) Definitions:

Definitions are listed alphabetically in **Schedule 1** of this ToR. They restate the CLJC Agreement definitions or are additional to it.

(d) Purpose:

The purpose of the CLJC is:

- (a)** To provide overall governance on the initial development, operation, closure and Aftercare of the Central Landfill including during the Holding Period

Create a long-term economically viable, least cost and regulatory compliant solution for the disposal of the Parties' Solid Waste.

(b) Overview of Function and Responsibility

a. Functions and responsibilities of a general governance nature include:

- (a)** Approve the Business Strategy, Annual Budget and Business Plan for the Central Landfill including during the Holding Period

Oversee, review and hold accountable the Administering Authority in the performance of its delegated powers and responsibilities

Monitor risks and opportunities for the Central Landfill and share these with the Administering Authority and the Parties as the need arises

Communicate and report openly to the Parties on performance and on important issues and achievements

Adopt policies and procedures to facilitate the effective operation and governance of the Central Landfill. Unless unsuitable or deficient these will be Administering Authority policies and/or standing orders. Where the CLJC requires the Administering Authority to apply a policy that is not an Administering Authority policy, the policy requires approval of the Administering Authority CEO, to avoid Administering Authority staff having conflicting policy requirements

As appropriate, take advice and share information, plans and proposals with the Advisory Group.

a. Recognising that:

(b) The powers, rights and responsibilities of the CLJC have been delegated to the Administering Authority (AA) to the greatest extent possible

The AA present an annual Business Plan and Budget to the CLJC with analysis on waste types accepted, pricing and long term financial obligations. The CLJC approve the Business Plan and Budget

During the Holding Period, the AA will review and advise on

the viability of Central Landfill considering:

- (A)** the performance of the Bonny Glen waste disposal contract,
- (B)** initial modelling assumptions,
- (C)** the ability to extend all relevant Central Landfill consents for an extended period, or at least five years;
- (D)** the capital required to maintain the consents and Central Landfill site;
- (E)** any options to future proof the landfill site including purchasing neighbouring land if required;
- (F)** any changes to landfill best practice, government policy and implementation of Waste Management and Minimisation Plan actions.

whether Central Landfill would need to accept waste on 1 July 2024 and if so confirm the timeline to be met to enable Central Landfill to open by this time

The CLJC oversees the performance against plan and budget; meeting intermittently to do so

The CLJC's only further involvement is in approving proposals put forward by the AA where:

- (i)** Intended material expenditure or contractual commitments are not in the approved Business Plan and Budget
- (ii)** There is a need for a change to the Parties' contributions towards the landfill development, operations and aftercare so funding remains adequate; or in paying out unneeded surpluses to the Parties
- (iii)** A decision is required on recommencing the landfill development during the Holding Period to enable operation by a certain date

(iv) Confirmation of the date the landfill will close is required

(v) Further amendments to the CLJC Agreement are required.

(c) Detail of Function and Responsibility:

a. Functions and responsibilities specified in the CLJC Agreement include:

(a) Determine, subject to the provisions of Landfill Services Deeds, the Gate Charges of the Central Landfill (clause 3.3(b))

Determine, subject to the provisions of the Landfill Services Deeds, which types of Solid Waste will be accepted at the Central Landfill (clause 3.3(c))

Approve the Annual Budget and Business Plan for the Central Landfill (clause 3.3(d))

Determine the date of permanent closure of the Central Landfill, consistent with the Resource Consents (clause 3.3(e))

During the Holding Period, on the advice of the AA, determine the viability of Central Landfill, whether Central Landfill would need to accept waste on 1 July 2024 and any changes required to update the CLJC agreement to reflect the decisions made (clause 3.3(a))

On advice of the Administering Authority, determine and, using the specific terms of the CLJC Agreement, call on the Parties to:

(i) Make any change in capital contribution required for the Holding Period, development, operation and permanent closure of the Central Landfill (clause 4.4)

Make payment into the Operating Account in order to keep the account in surplus (Clause 4.7)

Make payment into the Aftercare Fund to fully meet the costs of Aftercare costs following permanent closure of the Central Landfill. (clause 4.6)

On advice of the Administering Authority and using the specific terms of the CLJC Agreement, approve the distribution of any annual operating surplus to the Parties, where the surplus is not required to fully fund the Aftercare Fund and Future Development Fund (clause 4.10)

Approve any binding commitment that constitutes an aggregate contingent or actual liability of the Parties in excess of \$250,000 in any financial year of the Central Landfill; where such commitment has not been included in the approved Annual Budget or expressly authorised by any other provision of the CLJC Agreement (clause 5.2)

a. The CLJC will perform all functions and responsibilities in a manner which:

(a) Meets the requirements of the Parties' respective Long Term Plans (under the Local Government Act 2002) relating to Solid Waste disposal; and

Create a long-term economically viable, least cost and regulatory compliant solution for the disposal of the Parties' Solid Waste (clause 3.3)

a. To ensure the CLJC's responsibilities are discharged in the manner contemplated by the CLJC Agreement, any responsibility of the CLJC is construed as an obligation of the Parties, as performed through their respective CLJC Members (clause 3.4).

(b) Administering Authority:

a. Appointment

New Plymouth District Council is the Administering Authority until or unless the Parties agree otherwise (clause 5.1).

b. Delegation of Powers to the Administering Authority

To the fullest extent permitted by law, the CLJC was deemed to have granted to the Administering Authority, on and from the Commencement Date (of the CLJC Agreement), all functions, rights and powers of the CLJC, required for the development, operation and Aftercare of the Central Landfill, including during the Holding Period, in the manner contemplated by the CLJC Agreement (clause 5.2).

The detail of these delegations is given in **Schedule 2**.

(c) Membership, voting and operation of the CLJC:

a. CLJC Membership

The CLJC comprises the Mayor plus one alternate elected member from each Party. Each Party nominates in writing to the other Parties their initial CLJC Member. Any Party may subsequently change its CLJC Member at any time by written notice to the other Parties. If a CLJC Member ceases to be an elected member of the Party that appointed them, he or she will automatically cease to be a CLJC Member. (clause 3.4 and 3.5)

b. Voting

Each Party has one vote on all resolutions of the CLJC. If both the Mayor and other elected members from a Party are in attendance, then the Mayor exercises the single vote. The CLJC Chairperson will not have a second or casting vote on any resolution of the CLJC. Meetings of the CLJC may be attended by officers of the parties, but such officers will not be entitled to vote on resolutions of the CLJC. (clause 3.6 and 3.7(a))

c. Proceedings

The CLJC operates in accordance with the following (clause 3.7):

(a) Chairperson: The chairperson of the CLJC will be any CLJC Member nominated by the Administering Authority (subject to his or her consent)

Quorum: The quorum for a meeting of the CLJC will be a simple majority of the CLJC Members

Resolutions: All decisions by the CLJC will be made by resolution of the CLJC Members, passed at a CLJC Meeting. Each CLJC Member must ensure, prior to voting on any resolution of the CLJC, that he or she has the authority of the Party which appointed him or her to the CLJC to exercise his or her vote accordingly, and that the exercise of his or her vote does not require any subsequent ratification or approval by that Party

Other: The CLJC will otherwise regulate its proceedings as the CLJC Members so resolve or, in the absence of any such resolution to the contrary, in accordance with the Administering Authority Standing Orders.

(b) Meetings

a. Timing

Meetings will be held quarterly except during the Holding Period when they will be held annually and at occasions when a need for decision making occurs.

b. Administration

Meeting agendas will be published and distributed to members before the meeting date.

Minutes of all meetings will be taken of attendance and of all decisions and resolutions. These will be circulated to:

- (a)** Members within two weeks of the meeting

The Parties as required by them

Members will follow up individually on specific actions when required to do so and within the agreed time.

a. Support

The CLJC may receive advice from:

- (a)** representatives of the Administering Authority who attend meetings and provide secretarial or other support services to them
- (b)** officers from NPDC, STDC and SDC, who give specialist landfill management and other useful advice and feedback to CLJC to assist them to perform their governance role
- (c)** external persons who attend meetings as necessary to discuss matters of relevance to that person or for the CLJC to draw on their expertise.

(d) Budget

The cost of the CLJC carrying out its functions and responsibilities 'lie where they fall' and are borne by each member's Party and included in their annual budgets.

The exception is any external procurement, such as for professional advice to the CLJC, where costs will be included in the Central Landfill Annual Budget.

(e) Reporting

The Administering Authority will provide reporting to the CLJC and the CLJC members will provide reporting to the Parties as agreed from time to time.

Reports to the Parties will replicate reports CLJC receives from the Administering Authority.

(f) Communication

Communications and publicity on the CLJC Agreement, the Central Landfill activity and operations, including its initial development and ongoing viability, are the responsibility of the CLJC and will be conducted by the Chair with support of the Members.

Any CLJC Agreement communications requiring the agreement, consent or authorisation by any Party must be communicated to that Party's Representative and copied to that Party's CLJC Member.

(g) Review and revision of ToR

The CLJC should review the ToR as needed, agree any changes with the Administering Authority and the Parties. Each new version will be numbered and dated.

(h) Term/Cessation of CLJC

Having resolved under schedule 7 clause 30(7) of the Local Government Act 2002 that the committee not be discharged at a triennial election, the CLJC remains operative until:

- A duly appointed independent expert certifies in writing to each Party that all of the Aftercare requirements of the Central Landfill have been met (clause 8.4)
- A formal resolution of the Parties agrees on the termination of the CLJC Agreement (clause 8.2).

Confirmed on _____(day) of _____(month) _____(year)

SIGNATURES

SIGNED on behalf of the
NEW PLYMOUTH DISTRICT COUNCIL

by:

Signature

Name/Title

SIGNED on behalf of the
SOUTH TARANAKI DISTRICT COUNCIL by:

Signature

Name/Title

SIGNED on behalf of the
STRATFORD DISTRICT COUNCIL by:

Signature

Name/Title

Schedule 1

Definitions

(G) Administering Authority (AA) – The organisation responsible for administering and operating the Central Landfill, under delegation from the CLJC, as set out clause 5.1 of the CLJC agreement. New Plymouth District Council (NPDC) is the delegated AA.

(H) Aftercare - is the on-going monitoring and maintenance of the Central Landfill following its permanent closure, as required under the Resource Consents.

(I) Aftercare Fund - is an amount set aside to provide for all anticipated Aftercare costs (as determined from time to time in accordance with clause 5.4.19 of the Landfill Full Cost Accounting Guide for New Zealand).

(J) Annual Budget – The CLJC approved annual operating and capital budget of the Central Landfill, prepared by the AA. (clause 4.2)

(K) Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Taranaki and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

(L) Business Plan – The CLJC approved annual business plan on the intentions, operations and risks of the Central Landfill prepared by the AA. The plan informs and is supported by the Annual Budget and also informs the Parties Annual and Long Term Plans. (clause 4.2)

(M) Central Landfill – The new regional landfill on land owned by STDC and situated on State Highway 3, approximately three kilometres south of Eltham.

(N) Central Landfill Joint Committee (CLJC) – A joint committee comprising NPDC, STDC and SDC, established for the purposes of providing overall governance on the initial development, operation, closure and Aftercare of the Central Landfill including during the Holding Period.

(O) CLJC Members – means one elected member from each of the parties that comprise the CLJC.

(P) Financial Year - is the financial year of the Central Landfill, being 1 July to 30 June.

(Q) Future Development Fund - is an amount set aside for the costs associated with the future development and the eventual permanent closure of the Central Landfill Site (excluding Aftercare), including any expansion or development of its infrastructure.

(R) Gate Charges - the prices charged for the deposit of Solid Waste at the Central Landfill. Unit charges can vary, including for waste type and volumes delivered.

(S) Good Industry Practice - in relation to any activity, is the exercise of a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in New Zealand in the same type of activity, under the same or similar circumstances.

(T) Holding Period - the period between the commencement of this agreement and the expiry of the initial term of the Bonny Glen waste disposal contract (expected to be 30 June 2024).

(U) Landfill Management Agreement - means an agreement entered into between the Administering Authority (with the approval of the CLJC) and a third party for the management of the Central Landfill's day-to-day operations.

(V) Landfill Services Deed - means a deed setting out the basis on which a person is entitled to deposit Solid Waste at the Central Landfill.

(W) Operating Account - is a ledger account to be used solely for the receipt of all income and the payment of all expenses relating to the operations of the Central Landfill, including its initial development but excluding those relating to Aftercare or future development.

(X) Parties – are NPDC, STDC and SDC, usually acting together, in relation to the affairs of the Central Landfill. Party is any one of these Councils.

(Y) Percentage Interests - is the proportion which the parties invest capital in, or receive any operating surplus from, or share in any operating deficit from, the Central Landfill. Being:

- (a) NPDC - 66.4%;
- (b) STDC - 27.1%;
- (c) SDC - 6.5%

(Z) Representative - means the representative appointed by the Mayor of each Party under clause 41A of the Local Government Act 2002 or nominated by resolution of each Party (evidenced by written notice to, or by inclusion in any minutes of, the CLJC) to receive notices on behalf of that Party relating to these Terms of Reference.

(AA) Resource Consents - means the following resource consents, as amended or replaced from time to time, and together with any additional resource consents granted in the future in respect of the Central Landfill:

Consent Reference	Consenting Authority	Lapse Date	Expiry Date
• 05347-1.3 (dated 20 July 2005)	Taranaki Regional Council (TRC)	21 December 2025	1 June 2034
• 05348-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05349-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05350-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05351-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 10501-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2022
• 10502-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2034
• 10529-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034

<ul style="list-style-type: none"> • 10530-1.0 (dated 19/2/2018) 	TRC	Exercised	1 June 2034
<ul style="list-style-type: none"> • RM 980102 (dated 30 March 2000, as varied on 14 December 2005) 	STDC	21 December 2025	N/A

(BB)

(CC) Site Lease – the lease of the Central Landfill site by the AA from STDC (clause 8.2 (b))

(DD) Solid Waste - means all forms of waste, including recyclable waste and compatible green waste.

Schedule 2

1 Delegations of Powers and Functions to the Administering Authority

a. Under clause 5.2 of the CLJC Agreement, the AA may, on behalf of the CLJC:

- (a) Enter into Landfill Services Deeds with commercial users, in accordance with the Gate Charges and Solid Wastes types determined by the CLJC (under clause 3.2)

Enter into a Landfill Management Agreement for the management of the Central Landfill's day-to-day operations (on terms consistent with any Landfill Services Deed that is in existence prior to the entry into the Landfill Management Agreement, and with the CLJC Agreement)

Purchase, and hold on trust for the Parties, assets necessary for the operation of the Central Landfill but excluding the Central Landfill Site itself

Access, use and make improvements to (including the construction of fixtures on) the Central Landfill Site (and enter into the Site Lease with STDC)

Hold and operate the Operating Account, Aftercare Fund and Future Development Fund in the manner set out in the CLJC Agreement

Enter into binding commitments for the operation of the Central Landfill in the manner contemplated by the CLJC Agreement, provided that any such commitment:

- (i) will be made on the basis that it is a joint liability of the parties, as to their respective Percentage Interests
- (ii) must, if not expressly authorised by any other provision of the CLJC Agreement, be authorised by a resolution of the CLJC if that commitment (either alone or in conjunction with other related commitments) constitutes an aggregate contingent or actual liability of the parties in excess of \$250,000 in any financial year of the Central Landfill

(iii) must be permitted by law

Arrange, and hold on trust for the Parties as to their respective Percentage Interests, all insurances reasonably required in respect of the Central Landfill

Manage disputes with third parties and any regulatory compliance matters relating to the Central Landfill (including any issues relating to the Resource Consents); and

during the Holding Period and subject to the CLJC review in clauses 3.2 (e)(i) and 3.2 (e)(ii), apply for Additional/Modified Resource Consents per clause 7.2 of the CLJC Agreement as required.

a. Under clause 4 of the CLJC Agreement, the AA will:

- (a) Maintain financial and budgeting practices in accordance with the Landfill Full Cost Accounting Guide for New Zealand (published by the Ministry for the Environment)

Maintain financial records and accounts for the Central Landfill, separate from those relating to the Administering Authority's other activities

Prepare a Central Landfill annual budget and business plan for the CLJC, and:

- (i) Submit the Annual Budget and Business Plan to the CLJC for approval not less than 6 months prior to each Financial Year end

Once approved, use all reasonable commercial endeavours to manage the Central Landfill in accordance with the approved Annual Budget and Business Plan

Notify the CLJC, at the earliest available opportunity, of any material deviation or expected material deviation from the Annual Budget or Business Plan

Incorporate a reasonable allowance for overheads as an expense in the Annual Budget and Business Plan

(b) Delegation of Accounting requirements, obligations and rights to the Administering Authority

The following actions are also required of the Administering Authority under clause 4 of the CLJC Agreement:

- (a) Separately maintain an Operating Account, a Future Development Fund account and an Aftercare account for the Central Landfill (clauses 4.1(a), 4.5, 4.6(a))

Determine and apply suitable accounting and investment policies for the Future Development Fund, the Aftercare Fund, the Operating Account and all other amounts relating to the Central Landfill (clause 4.1 (b))

Ensure these accounts are fully funded in each financial year to meet the obligations and purpose for which they are intended (clauses 4.5,4.6(b),4.7)

Propose, for approval by the CLJC, any change in contributions by the Parties, including during the Holding Period, required for the development, operation and aftercare of the Central Landfill (clause 4.4)

Allocate, from the Operating Account, sufficient funds in order to meet the anticipated costs of Future Development. Such funds will be held in the Future Development Fund. All Future Development costs must be paid from the Future Development Fund (clause 4.5)

Allocate, from the Operating Account, sufficient funds in order to meet the anticipated aftercare costs. Such funds will be held in the Aftercare Fund. The Aftercare Fund will be used to meet all for aftercare following permanent closure of the Central Landfill. All Aftercare costs must be paid from the Aftercare Fund. (clause 4.6)

Pay all operating revenue into the Operating Account (clause 4.8)

Pay all operating expenses from the Operating Account (clause 4.9)

Keep the Operating Account in surplus at all times after taking into account funds to be paid to the Future Development Fund and the Aftercare Fund, and of amounts paid into the Operating Account by the Parties under any change in contributions

by the Parties, until all requirements of the Central Landfill have been met.
(clause 4.10)

(b) Allocate any operating surplus in the Operating Account as follows:
(clause 4.10)

(i) First, to the Aftercare Fund to the extent such allocation is needed to ensure the Fund has sufficient funds in it to meet all Aftercare costs

Second, to the Future Development Fund to the extent any future development of the Central Landfill Site is not fully funded through the Future Development Fund

Any residual paid to the Parties, in their Percentage Interests, where the Administering Authority considers appropriate and as approved by CLJC.

(c) Other Obligations of Administering Authority:

In addition to any other obligation, the Administering Authority, in its capacity, functions, rights and powers under clause 5.2 of the CLJC Agreement, must: (clause 5.3)

(a) Not breach, or do anything that constitutes a breach by any other party, of any obligation imposed by law

Exercise due skill and care in accordance with Good Industry Practice

Act in good faith

Not, without being authorised to do so by the CLJC Agreement or a resolution of the CLJC:

(i) Borrow any amount on behalf of the parties (provided that this does not limit the acquisition by the Administering Authority of any goods or services on unsecured deferred payment terms, in the ordinary course of operating the Central Landfill);

Give any security over, or dispose of any interest in, the Central Landfill Site, the Site Lease, the Operating Account, the Aftercare Fund, the Future Development Fund, or any other asset which is held on behalf of the Parties for the operation of the Central Landfill; or

Grant any person any right of access to, or any right to deposit Solid Waste in, the Central Landfill Site (except as set out in any Landfill Services Deed or in the Landfill Management Agreement).

Comply with the Site Lease.

Act in accordance with its applicable financial limitations and procurement policies.

Appendix 7

Central Landfill Joint Committee

Terms of Reference

1 Interpretation:

These are Terms of Reference (**ToR**) of the Central Landfill Joint Committee (**CLJC**). They supplement the Central Landfill Joint Committee Agreement (**CLJC Agreement**) between the three Taranaki District Councils (**Parties**); and should be read in context with it. All numbered clause references in these ToR are to the relevant clause in the CLJC Agreement unless stated otherwise.

The CLJC will act in accordance with:

- (a) the Local Government Act 2002 and particularly with the relevant provisions of Schedule 7 of the Act
- (b) [the Local Government Official Information and Meetings Act 1987](#).

2 Definitions:

Definitions are listed alphabetically in **Schedule 1** of this ToR. They restate the CLJC Agreement definitions or are additional to it.

3 Purpose:

The purpose of the CLJC is:

- (a) To provide overall governance on the initial development, operation, closure and Aftercare of the Central Landfill including during the Holding Period
- (b) Create a long-term economically viable, least cost and regulatory compliant solution for the disposal of the Parties' Solid Waste.

4 Overview of Function and Responsibility

4.1 Functions and responsibilities of a general governance nature include:

- (a) Approve the Business Strategy, Annual Budget and Business Plan for the Central Landfill including during the Holding Period
- (b) Oversee, review and hold accountable the Administering Authority in the performance of its delegated powers and responsibilities
- (c) Monitor risks and opportunities for the Central Landfill and share these with the Administering Authority and the Parties as the need arises
- (d) Communicate and report openly to the Parties on performance and on important issues and achievements
- (e) Adopt policies and procedures to facilitate the effective operation and governance of the Central Landfill. Unless unsuitable or deficient these will be [NPDC Administering Authority](#) policies and/or standing orders. Where the CLJC requires the Administering Authority to apply a policy that is not an [NPDC Administering Authority](#) policy, the policy requires approval of the

NPDC-Administering Authority CEO, to avoid NPDC-Administering Authority staff having conflicting policy requirements

- (f) As appropriate, take advice and share information, plans and proposals with the Advisory Group.

4.2 Recognising that:

- (a) The powers, rights and responsibilities of the CLJC have been delegated to the Administering Authority (AA) to the greatest extent possible
- (b) The AA present an annual Business Plan and Budget to the CLJC with analysis on waste types accepted, pricing and long term financial obligations. The CLJC approve the Business Plan and Budget
- (c) During the Holding Period, the AA will review and advise on
 - (i) the viability of Central Landfill considering:
 - (A) the performance of the Bonny Glen waste disposal contract,
 - (B) initial modelling assumptions,
 - (C) the ability to extend all relevant Central Landfill consents for an extended period, or at least five years;
 - (D) the capital required to maintain the consents and Central Landfill site;
 - (E) any options to future proof the landfill site including purchasing neighbouring land if required;
 - (F) any changes to landfill best practice, government policy and implementation of Waste Management and Minimisation Plan actions.
 - (ii) whether Central Landfill would need to accept waste on 1 July 2024 and if so confirm the timeline to be met to enable Central Landfill to open by this time
- (d) The CLJC oversees the performance against plan and budget; meeting intermittently to do so
- (e) The CLJC's only further involvement is in approving proposals put forward by the AA where:
 - (i) Intended material expenditure or contractual commitments are not in the approved Business Plan and Budget
 - (ii) There is a need for a change to the Parties' contributions towards the landfill development, operations and aftercare so funding remains adequate; or in paying out unneeded surpluses to the Parties
 - (iii) A decision is required on recommencing the landfill development during the Holding Period to enable operation by a certain date
 - (iv) Confirmation of the date the landfill will close is required
 - (v) Further amendments to the CLJC Agreement are required.

5 Detail of Function and Responsibility:

5.1 Functions and responsibilities specified in the CLJC Agreement include:

- (a) Determine, subject to the provisions of Landfill Services Deeds, the Gate Charges of the Central Landfill (clause 3.3(b))
- (b) Determine, subject to the provisions of the Landfill Services Deeds, which types of Solid Waste will be accepted at the Central Landfill (clause 3.3(c))
- (c) Approve the Annual Budget and Business Plan for the Central Landfill (clause 3.3(d))
- (d) Determine the date of permanent closure of the Central Landfill, consistent with the Resource Consents (clause 3.3(e))
- (e) During the Holding Period, on the advice of the AA, determine the viability of Central Landfill, whether Central Landfill would need to accept waste on 1 July 2024 and any changes required to update the CLJC agreement to reflect the decisions made (clause 3.3(a))
- (f) On advice of the Administering Authority, determine and, using the specific terms of the CLJC Agreement, call on the Parties to:
 - (i) Make any change in capital contribution required for the Holding Period, development, operation and permanent closure of the Central Landfill (clause 4.4)
 - (ii) Make payment into the Operating Account in order to keep the account in surplus (Clause 4.7)
 - (iv) Make payment into the Aftercare Fund to fully meet the costs of Aftercare costs following permanent closure of the Central Landfill. (clause 4.6)
- (g) On advice of the Administering Authority and using the specific terms of the CLJC Agreement, approve the distribution of any annual operating surplus to the Parties, where the surplus is not required to fully fund the Aftercare Fund and Future Development Fund (clause 4.10)
- (h) Approve any binding commitment that constitutes an aggregate contingent or actual liability of the Parties in excess of \$250,000 in any financial year of the Central Landfill; where such commitment has not been included in the approved Annual Budget or expressly authorised by any other provision of the CLJC Agreement (clause 5.2)

5.2 The CLJC will perform all functions and responsibilities in a manner which:

- (a) Meets the requirements of the Parties' respective Long Term Plans (under the Local Government Act 2002) relating to Solid Waste disposal; and
- (b) Create a long-term economically viable, least cost and regulatory compliant solution for the disposal of the Parties' Solid Waste (clause 3.3)

5.3 To ensure the CLJC's responsibilities are discharged in the manner contemplated by the CLJC Agreement, any responsibility of the CLJC is construed as an obligation of the Parties, as performed through their respective CLJC Members (clause 3.4).

6 Administering Authority:

6.1 Appointment

New Plymouth District Council is the Administering Authority until or unless the Parties agree otherwise (clause 5.1).

6.2 Delegation of Powers to the Administering Authority

To the fullest extent permitted by law, the CLJC ~~will was be~~ deemed to have granted to the Administering Authority, on and from the Commencement Date (of the CLJC Agreement), all functions, rights and powers of the CLJC, required for the development, operation and Aftercare of the Central Landfill, including during the Holding Period, in the manner contemplated by the CLJC Agreement (clause 5.2).

The detail of these delegations is given in **Schedule 2**.

7 Membership, voting and operation of the CLJC:

7.1 CLJC Membership

The CLJC comprises the Mayor plus one alternate elected member from each Party. Each Party nominates in writing to the other Parties their initial CLJC Member. Any Party may subsequently change its CLJC Member at any time by written notice to the other Parties. If a CLJC Member ceases to be an elected member of the Party that appointed them, he or she will automatically cease to be a CLJC Member. (clause 3.4 and 3.5)

7.2 Voting

Each Party has one vote on all resolutions of the CLJC. If both the Mayor and other elected members from a Party are in attendance, then the Mayor exercises the single vote. The CLJC Chairperson will not have a second or casting vote on any resolution of the CLJC. Meetings of the CLJC may be attended by officers of the parties, but such officers will not be entitled to vote on resolutions of the CLJC. (clause 3.6 and 3.7(a))

7.3 Proceedings

The CLJC operates in accordance with the following (clause 3.75):

- (a) **Chairperson:** The chairperson of the CLJC will be any CLJC Member nominated by the Administering Authority (subject to his or her consent)
- (b) **Quorum:** The quorum for a meeting of the CLJC will be a simple majority of the CLJC Members
- (c) **Resolutions:** All decisions by the CLJC will be made by resolution of the CLJC Members, passed at a CLJC Meeting. Each CLJC Member must ensure, prior to voting on any resolution of the CLJC, that he or she has the authority of the Party which appointed him or her to the CLJC to exercise his or her vote accordingly, and that the exercise of his or her vote does not require any subsequent ratification or approval by that Party
- (d) **Other:** The CLJC will otherwise regulate its proceedings as the CLJC Members so resolve or, in the absence of any such resolution to the contrary, in accordance with the NPDC Administering Authority Standing Orders.

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8.1 Timing

Meetings will be held quarterly except during the Holding Period when they will be held annually and at occasions when a need for decision making occurs.

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Meeting [agendas](#) will [be published and distributed to members](#) before the meeting date.

Minutes of all meetings will be taken of attendance and of all decisions and resolutions. These will be circulated to:

- (a) Members within two weeks of the meeting
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Members will follow up individually on specific actions when required to do so and within the agreed time.

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The CLJC may [receive advice from](#):

- (a) representatives of the Administering Authority [who](#) attend meetings and provide secretarial or other support services to them
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The cost of the CLJC carrying out its functions and responsibilities 'lie where they fall' and are borne by each member's Party and included in their annual budgets.

The exception is any external procurement, such as for professional advice to the CLJC, where costs will be included in the Central Landfill Annual Budget.

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The Administering Authority will provide reporting to the CLJC [and the CLJC members will provide reporting to the Parties](#), as agreed from time to time.

Reports to the Parties will replicate reports CLJC receives from the Administering Authority.

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Communications and publicity on the CLJC Agreement, the Central Landfill activity and operations, including its initial development and ongoing viability, are the responsibility of the CLJC and will be conducted by the Chair with support of the Members.

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- A formal resolution of the Parties agrees on the termination of the CLJC Agreement (clause 8.2).

Confirmed on _____ (day) of _____ (month) _____ (year)

SIGNATURES

SIGNED on behalf of the
NEW PLYMOUTH DISTRICT COUNCIL

by:

Signature

Name/Title

SIGNED on behalf of the
SOUTH TARANAKI DISTRICT COUNCIL

by:

Signature

Name/Title

SIGNED on behalf of the
STRATFORD DISTRICT COUNCIL

by:

Signature

Name/Title

Schedule 1

Definitions

Administering Authority (AA) – The organisation responsible for administering and operating the Central Landfill, under delegation from the CLJC, as set out clause 5.1 of the CLJC agreement. New Plymouth District Council (NPDC) is the delegated AA.

Aftercare - is the on-going monitoring and maintenance of the Central Landfill following its permanent closure, as required under the Resource Consents.

Aftercare Fund - is an amount set aside to provide for all anticipated Aftercare costs (as determined from time to time in accordance with clause 5.4.19 of the Landfill Full Cost Accounting Guide for New Zealand).

Annual Budget – The CLJC approved annual operating and capital budget of the Central Landfill, prepared by the AA. (clause 4.2)

Business Day means any day excluding Saturdays, Sundays and statutory public holidays in Taranaki and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

Business Plan – The CLJC approved annual business plan on the intentions, operations and risks of the Central Landfill prepared by the AA. The plan informs and is supported by the Annual Budget and also informs the Parties Annual and Long Term Plans. (clause 4.2)

Central Landfill – The new regional landfill on land owned by STDC and situated on State Highway 3, approximately three kilometres south of Eltham.

Central Landfill Joint Committee (CLJC) – A joint committee comprising NPDC, STDC and SDC, established for the purposes of providing overall governance on the initial development, operation, closure and Aftercare of the Central Landfill including during the Holding Period.

CLJC Members – means one elected member from each of the parties that comprise the CLJC.

Financial Year - is the financial year of the Central Landfill, being 1 July to 30 June.

Future Development Fund - is an amount set aside for the costs associated with the future development and the eventual permanent closure of the Central Landfill Site (excluding Aftercare), including any expansion or development of its infrastructure.

Gate Charges - the prices charged for the deposit of Solid Waste at the Central Landfill. Unit charges can vary, including for waste type and volumes delivered.

Good Industry Practice - in relation to any activity, is the exercise of a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in New Zealand in the same type of activity, under the same or similar circumstances.

Holding Period - the period between the commencement of this agreement and the expiry of the initial term of the Bonny Glen waste disposal contract (expected to be 30 June 2024).

Landfill Management Agreement - means an agreement entered into between the Administering Authority (with the approval of the CLJC) and a third party for the management of the Central Landfill's day-to-day operations.

Landfill Services Deed - means a deed setting out the basis on which a person is entitled to deposit Solid Waste at the Central Landfill.

Operating Account - is a ledger account to be used solely for the receipt of all income and the payment of all expenses relating to the operations of the Central Landfill, including its initial development but excluding those relating to Aftercare or future development.

Parties – are NPDC, STDC and SDC, usually acting together, in relation to the affairs of the Central Landfill. Party is any one of these Councils.

Percentage Interests - is the proportion which the parties invest capital in, or receive any operating surplus from, or share in any operating deficit from, the Central Landfill. Being:

- (a) NPDC - 66.4%;
- (b) STDC - 27.1%;
- (c) SDC - 6.5%

Representative - means the representative appointed by the Mayor of each Party under clause 41A of the Local Government Act 2002 or nominated by resolution of each Party (evidenced by written notice to, or by inclusion in any minutes of, the CLJC) to receive notices on behalf of that Party relating to these Terms of Reference.

Resource Consents - means the following resource consents, as amended or replaced from time to time, and together with any additional resource consents granted in the future in respect of the Central Landfill:

Consent Reference	Consenting Authority	Lapse Date	Expiry Date
• 05347-1.3 (dated 20 July 2005)	Taranaki Regional Council (TRC)	21 December 2025	1 June 2034
• 05348-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05349-1.4 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05350-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 05351-1.3 (dated 20 July 2005)	TRC	21 December 2025	1 June 2034
• 10501-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2022
• 10502-1.0 (dated 23/11/2017)	TRC	Exercised	1 June 2034
• 10529-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• 10530-1.0 (dated 19/2/2018)	TRC	Exercised	1 June 2034
• RM 980102 (dated 30 March 2000, as varied on 14 December 2005)	STDC	21 December 2025	N/A

Site Lease – the lease of the Central Landfill site by the AA from STDC (clause 8.2 (b))

Solid Waste - means all forms of waste, including recyclable waste and compatible green waste.

Draft

Schedule 2

1 Delegations of Powers and Functions to the Administering Authority

1.1 Under clause 5.2 of the CLJC Agreement, the AA may, on behalf of the CLJC:

- (a) Enter into Landfill Services Deeds with commercial users, in accordance with the Gate Charges and Solid Wastes types determined by the CLJC (under clause 3.2)
- (b) Enter into a Landfill Management Agreement for the management of the Central Landfill's day-to-day operations (on terms consistent with any Landfill Services Deed that is in existence prior to the entry into the Landfill Management Agreement, and with the CLJC Agreement)
- (c) Purchase, and hold on trust for the Parties, assets necessary for the operation of the Central Landfill but excluding the Central Landfill Site itself
- (d) Access, use and make improvements to (including the construction of fixtures on) the Central Landfill Site (and enter into the Site Lease with STDC)
- (e) Hold and operate the Operating Account, Aftercare Fund and Future Development Fund in the manner set out in the CLJC Agreement
- (f) Enter into binding commitments for the operation of the Central Landfill in the manner contemplated by the CLJC Agreement, provided that any such commitment:
 - (i) will be made on the basis that it is a joint liability of the parties, as to their respective Percentage Interests
 - (ii) must, if not expressly authorised by any other provision of the CLJC Agreement, be authorised by a resolution of the CLJC if that commitment (either alone or in conjunction with other related commitments) constitutes an aggregate contingent or actual liability of the parties in excess of \$250,000 in any financial year of the Central Landfill
 - (iii) must be permitted by law
- (g) Arrange, and hold on trust for the Parties as to their respective Percentage Interests, all insurances reasonably required in respect of the Central Landfill
- (h) Manage disputes with third parties and any regulatory compliance matters relating to the Central Landfill (including any issues relating to the Resource Consents); and
- (i) during the Holding Period and subject to the CLJC review in clauses 3.2 (e)(i) and 3.2 (e)(ii), apply for Additional/Modified Resource Consents per clause 7.2 of the CLJC Agreement as required.

1.2 Under clause 4 of the CLJC Agreement, the AA will:

- (a) Maintain financial and budgeting practices in accordance with the Landfill Full Cost Accounting Guide for New Zealand (published by the Ministry for the Environment)
- (b) Maintain financial records and accounts for the Central Landfill, separate from those relating to the Administering Authority's other activities

- (c) Prepare a Central Landfill annual budget and business plan for the CLJC, and:
 - (i) Submit the Annual Budget and Business Plan to the CLJC for approval not less than 6 months prior to each Financial Year end
 - (ii) Once approved, use all reasonable commercial endeavours to manage the Central Landfill in accordance with the approved Annual Budget and Business Plan
 - (iii) Notify the CLJC, at the earliest available opportunity, of any material deviation or expected material deviation from the Annual Budget or Business Plan
 - (iv) Incorporate a reasonable allowance for overheads as an expense in the Annual Budget and Business Plan

2 Delegation of Accounting requirements, obligations and rights to the Administering Authority

The following actions are also required of the Administering Authority under clause 4 of the CLJC Agreement:

- (a) Separately maintain an Operating Account, a Future Development Fund account and an Aftercare account for the Central Landfill (clauses 4.1(a), 4.5, 4.6(a))
- (b) Determine and apply suitable accounting and investment policies for the Future Development Fund, the Aftercare Fund, the Operating Account and all other amounts relating to the Central Landfill (clause 4.1 (b))
- (c) Ensure these accounts are fully funded in each financial year to meet the obligations and purpose for which they are intended (clauses 4.5,4.6(b),4.7)
- (d) Propose, for approval by the CLJC, any change in contributions by the Parties, including during the Holding Period, required for the development, operation and aftercare of the Central Landfill (clause 4.4)
- (e) Allocate, from the Operating Account, sufficient funds in order to meet the anticipated costs of Future Development. Such funds will be held in the Future Development Fund. All Future Development costs must be paid from the Future Development Fund (clause 4.5)
- (f) Allocate, from the Operating Account, sufficient funds in order to meet the anticipated aftercare costs. Such funds will be held in the Aftercare Fund. The Aftercare Fund will be used to meet all for aftercare following permanent closure of the Central Landfill. All Aftercare costs must be paid from the Aftercare Fund. (clause 4.6)
- (g) Pay all operating revenue into the Operating Account (clause 4.8)
- (h) Pay all operating expenses from the Operating Account (clause 4.9)
- (i) Keep the Operating Account in surplus at all times after taking into account funds to be paid to the Future Development Fund and the Aftercare Fund, and of amounts paid into the Operating Account by the Parties under any change in contributions by the Parties, until all requirements of the Central Landfill have been met. (clause 4.10)

- (j) Allocate any operating surplus in the Operating Account as follows: (clause 4.10)
 - (i) First, to the Aftercare Fund to the extent such allocation is needed to ensure the Fund has sufficient funds in it to meet all Aftercare costs
 - (ii) Second, to the Future Development Fund to the extent any future development of the Central Landfill Site is not fully funded through the Future Development Fund
 - (iii) Any residual paid to the Parties, in their Percentage Interests, where the Administering Authority considers appropriate and as approved by CLJC.

3 Other Obligations of Administering Authority:

In addition to any other obligation, the Administering Authority, in its capacity, functions, rights and powers under clause 5.2 of the CLJC Agreement, must: (clause 5.3)

- (a) Not breach, or do anything that constitutes a breach by any other party, of any obligation imposed by law
- (b) Exercise due skill and care in accordance with Good Industry Practice
- (c) Act in good faith
- (d) Not, without being authorised to do so by the CLJC Agreement or a resolution of the CLJC:
 - (i) Borrow any amount on behalf of the parties (provided that this does not limit the acquisition by ~~NPDC the Administering Authority~~ of any goods or services on unsecured deferred payment terms, in the ordinary course of operating the Central Landfill);
 - (ii) Give any security over, or dispose of any interest in, the Central Landfill Site, the Site Lease, the Operating Account, the Aftercare Fund, the Future Development Fund, or any other asset which is held on behalf of the Parties for the operation of the Central Landfill; or
 - (iii) Grant any person any right of access to, or any right to deposit Solid Waste in, the Central Landfill Site (except as set out in any Landfill Services Deed or in the Landfill Management Agreement).
- (e) Comply with the Site Lease.
- (f) Act in accordance with its applicable financial limitations and procurement policies.

MONTHLY REPORT

Assets Department



F19/13/04 – D22/11370

To: Policy and Services Committee
From: Director – Assets
Date: 26 April 2022
Subject: Assets Monthly Report for March 2022

Recommendation

THAT the report be received.

/
Moved/Seconded

1. Highlights

Roading

- Work continued on the replacement of the large culvert under Monmouth Road. Completion date is end of April.
- The 2021/22 reseal programme continued and has been completed in March. Approximately 2.6km of carriageway was sealed, bringing the total length of roads resealed this year to 24.4km, being 6.15% of the sealed network.
- Significant damage has been caused to a wooden bridge located at the end of Puniwhakau Road. Unfortunately, neither the forestry management company, the logging contractor or the haulage company are accepting responsibility for this damage.

Water Supply

- Second Trunk Main Project: Stage 1 and 3 - Construction underway and programmed for completion by the end of June 2022. Stage 2 – Procurement is underway.
- Maintenance activities ongoing at the 3 Water Treatment Plants,
- PRV stations have been commissioned. Commissioning has been completed; Awaiting completion of component tags from consultant. SCADA data incorporation also to occur.

Wastewater

- Covid-19 24-hour composite sampling is ongoing
- Wastewater oxidation pond monitoring and sampling are ongoing. Influent and effluent sampling are ongoing and remains compliant with resource consent conditions.
- Dissolved oxygen probes have been maintained and have shown compliance is being maintained.
- Diatomix programme sampling regime has begun.

Trade Waste

- Trade Waste Consents – Nil new consents to report.
- Trade Waste Consent holders – Concerns have been expressed regarding Council's requirement for our operators to provide contact details of their customers. Council Officers are currently reviewing our options for appropriate action.
- Diatomix project update – Another round of wastewater pond sampling occurred during March and results were received which give an indication of current algae content and distribution, as well as nutrient levels, at four sampling sites.

Stormwater

- There were no stormwater reticulation issues during this reporting period.
- There were no health and safety incidents during this reporting period.

Solid Waste

- Recycling Bin Audit results for the end of March shows 90% green tags, 6% amber and 4% red tags.

- Auditing of contamination levels at the Materials Resources Facility (MRF) is ongoing. The current level is 22.2%; the acceptable level is 8%.
- The SWAP Survey is underway with 154 out of the 273 bins audited so far and a total of 1360kgs of waste categorised.

Special Projects

- Aquatic Centre – work onsite continues to progress well with the building envelope very near completion. Internally, ceiling lining is underway and wall lining due to commence following recent BCA plumbing inspection. Backfilling of the wet-side services has commenced as has the basecourse for the splash pad and the slab pour for the programmes and learn to swim pools is due after Easter. Contractor is confident of meeting completion ahead of the scheduled date notwithstanding some material supply issues being encountered.
- Bike Park – construction completed and the facility fully open. Landscaping is yet to be completed around the pump track.

Resource Consents

- There are several resource consent applications currently under preparation for submission, or being processed by the TRC.
- Stakeholder engagement ongoing.

2. Rooding

2.1 Level of Service and Performance Measures

The Levels of Service for the Rooding Activity are measured using several performance indicators as shown in the table below.

2.2 Customer Requests

There are no outstanding CRMs for the month of March.

2.3 Routine Maintenance

Day-to-day maintenance activities continued throughout March and, typically comprising:

- Grading of Kirai, Matau North, Tawhiwhi and Junction Roads
- CBD cleaning;
- Bridge cleaning;
- Painting site rails;
- Re-marking of white and yellow lines;
- Pothole filling and fixing edge breaks;
- Rural berm mowing;
- Pavement repairs on Pembroke Road (SPR);
- Minor overlay of the road on Matau Road near the Mangamaire Road intersection. This was the site of a safety improvement undertaken earlier in the year, where the road was widened on the inside of a right-hand curve when travelling towards Matau.
- During February and March, Council provided the traffic management required to facilitate both vaccination clinics and pop-up testing clinics.

2.4 Damage to Council Infrastructure

Significant damage has been caused to a wooden bridge located at the end of Puniwhakau Road, on 2 separate occasions (*Figures 1 & 2*). Neither the forestry management company, the logging contractor or the haulage company are accepting responsibility for this damage. All parties are denying they caused this damage. This is somewhat disappointing that the parties involved with this particular forest block are not fronting up to the damage which has caused.

Roading Level of Service (LoS) and Performance Measures

Level of Service	Performance Measure	Target	2021/2022 YTD
Safe Roding Network	Road safety - The change from the previous financial year in the number of deaths and serious injury crashes (DSI) on the local road network, expressed as a number. (2020/2021 DSI was 1, new target is 0)	-1	Not Achieved. DSI to date = 3. There were two DSI crashes in March. One was on Monmouth Rd, the second was on Upper Mangaehu Rd.
Road Condition	Urban Road condition – The average quality of ride on sealed urban road network, measured by smooth travel exposure.	≥ 83%	Not Achieved (as at November 2021) - 64%. ¹ The condition survey was undertaken during the month and the results will be reported in the April monthly report.
	Rural Road condition- The average quality of ride on sealed rural road network, measured by smooth travel exposure.	≥ 91%	Achieved (as at November 2021) - 91%. Another condition survey will be undertaken in March 2022. As above.
Road Maintenance	Sealed Road maintenance – The percentage of the sealed road network that is resurfaced:	≥5%	Achieved – 6.1% ²
	Unsealed Road maintenance - The percentage of the unsealed road network that has been metal dressed.	≥7%	Not yet achieved ³
Footpaths	Footpaths that fall within LoS Standard - The percentage of footpaths within a territorial authority district that fall within the level of service or service standard for the condition of footpaths that is set out in the territorial authority's relevant document.	>72%	Achieved - 89% As per the 2021 Condition Survey by Roding Logistics, see note below ⁴ .
Customer Request Management Response	Response to service requests - The percentage of customer service requests relating to roads and footpaths to which the territorial authority responds within the time frame specified in the long-term plan.	>88%	Achieved to date - 100%.
	<ul style="list-style-type: none"> Roding Network 	>80%	Not yet measured ⁵

¹ The NZTA reporting tool in RAMM has indicated the urban network has worsened due to the traffic estimates generated within RAMM. Actual traffic counts will be undertaken where the estimated traffic counts appear to be high. Another condition survey has been programmed for March 2022. This has been completed. The results will be included in April's report.

² A further 2 sites sealed this month totalling 2.6Km. This brings the overall total length of reseals to date to 24.4km, being 6.1% of the sealed network

³ Our target is to use 10,000m³ of metal or the equivalent of 25km (12%) of unsealed roads, assuming a 100mm overlay on a 4m wide road. Another 4km of unsealed roads were re-metalled in March, bringing the total to 10.50km. We expect to increase the programme in April and May when the weather conditions are more conducive to maintenance metalling.

⁴ There were 85 sections of footpath that did not meet the required target of 1 defect per 10m length of footpath. Further analysis of the survey results will be carried out to identify where these footpaths are located and the nature of the defect. These sites could potentially form the basis of a forward work programme.

⁵ The 2021 customer satisfaction survey, with a total of 125 responses, showed 65.3% of responses rated at Good, Very Good and Excellent, 24.4% rated at Fair, and 10.3% rated Poor.

Customer Satisfaction	<ul style="list-style-type: none"> • Footpaths 	>80%	Not yet measured ⁶
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The image below was taken by a local resident on 22 February 2022, after a logging truck almost fell off the bridge at the end of Puniwhakau Rd. The wooden side rails have been smashed by the truck. We have put up orange netting to signify the edge of the wooden deck, until a permanent repair can be carried out.



Figure 1: This damage was caused on 22 February 2022.

This image is off the same bridge, but taken a month later on 16 March, when a forestry contractor removed their equipment from the forest block that's being harvested. Again, we have since put up orange netting as a temporary measure. We are looking at installing a scaffold system as a temporary handrail whilst the forestry work continues, which is expected to eb for another nine months.



Figure 2: This was caused a month later on 16 March 2022.

2.5 Ready Response Works

There were no call outs during March.

2.6 Capital Works

The replacement of the culvert on Monmouth Road continued in March (Figures 3&4).

⁶ The 2021 customer satisfaction survey, with a total of 132 responses, showed 70.1% of responses rated at Good, Very Good and Excellent, 21.8% rated at Fair and 8.1% rated at Poor.



Figure 3: Backfill material being placed over the culvert

Council received a several complaints from local residents concerned about the time taken to install the culvert. While some of these complaints were misguided, we have relayed our concerns to the contractor – Fulton Hogan – and requested an acceleration of the completion of the project. The expected completion date is 4 April, when the road is programmed to be sealed. There will be some minor “tidying-up” tasks to complete, such as fencing, topsoiling the paddock and reseeding, however, these can be done without the need for a road closure.



Figure 4: Backfill material up to 200mm of the finished road level

Building Consents, Resource Consents and LIMS

Roading assessments were made for a total of:

- 24 building consent applications;
- 6 resource consent applications; and
- 6 LIM reports.

2.7 Matters Outstanding

Stratford Primary School Safety Project

The next stage in this project is to send the final drawings to the school for further comments and to inform the school Board of Trustees (BoT) that the Council will not be funding the footpath link between the road reserve and the footpath located within school grounds. This could set a precedent for other similar projects in the future.

Based on available Road to Zero funding, the Council may consider implementing other safety features of this project, such as the raised pedestrian platform on Portia Street.

Speed Management Plan.

As a requirement of the new Setting of Speed Limits 2021, all Road Controlling Authorities are required to develop a 10-year Speed Management Plan (SMP), with specific focus and emphasis on the first three years, to review the current speed limits within their territorial area. While the New Plymouth District has developed an interim SMP for their district, a region-wide SMP will only be required by law, once approved and endorsed by the Regional Transport Committee (RTC).

The purpose of this item to gauge this council's appetite for reviewing the speed limits across the district, noting that Council has shown its commitment to reducing the speed limits outside urban and rural schools to 30km/h and 60km/h respectively. This is currently being processed via our Speed Limits 2020 Bylaw.

2.8 Strategies, Policies, Plans and Bylaws under review or development

Council officers are currently reviewing and developing several strategies, policies, plans and bylaws.

2.9 Roading Activities

A snapshot of the programmed and reactive works completed in March, see *Figure 5*. A summary of key capital projects is provided in the table below.

Summary of Roading Capital and Improvement Projects – March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	Monmouth Road Culvert Replacement	January 2022	Works in Progress. New concrete units in place.	April 2022
2	Mangaotuku Road Realignment - <i>Baldocks Corner</i>	April 2022	Final design completed. Land compensation and entry being negotiated. Finalising estimate based on schedule of quantities provided by designer.	June 2022
3	Swansea Road School Safety Project	May 2022	Contract documents are in preparation. Expected to go to tender in April 2022	June 2022
4	Stratford Primary School Safety Improvements	Subject to funds availability	Design in progress. A further workshop held with councillors on 8 March.	TBC
5	Avon School Safety Project	2023	Design in progress	TBC
6	Mangaehu Road Bridge Replacement	2023	Design from July 2022	TBC

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7	Kirai Road and Mangaoapa Road Emergency Works	November 2022	Design in progress. Contract documents by the end of May 2022	January 2023
8	Junction Road and Douglas North Road Emergency Works	July 2022	Design in progress. Funding is an issue.	End of March 2023
9	Essex St Footpath Replacement	April 2022	Waiting on Fulton Hogan to confirm availability of sub-contractor	June 2022
10	Surrey St Footpath Replacement	Deferred to 2023	To follow on from watermain replacement	TBC
11	Palmer Rd/Opunake Road Intersection Upgrade	April 2022	Tenders closed on 23 February.	June 2022
12	Opunake Road - Armco Barrier Installation	TBC	Being designed. Tender documents being prepared.	June 2022



Figure 5: Monthly Programme Achievement Chart – March 2022

3. Services

3.1 Water Supply

The Levels of Service for the Water Supply Activity are measured using several performance indicators as shown in the table below.

Water Supply Level of Service (LoS) and Performance Measures

Level of Service	Performance Measure	Target	2021/2022 YTD
Safe Drinking Water: <ul style="list-style-type: none"> • Drinking Water Standards; • Maintenance of Reticulation 	DWSNZ Bacterial compliance – Compliance with Part 4 of the Drinking-water standards (bacteria compliance)	100%	Expected to Achieve
	DWSNZ Protozoal compliance – Compliance with Part 5 of the Drinking-water standards (protozoal compliance)	100%	Expected to Achieve
	Water Loss – The percentage of real water loss from the local authority’s networked reticulation system (including a description of the methodology used to calculate this)	<25%	Expected to Achieve
A Reliable Water Supply: <ul style="list-style-type: none"> • Response Time; • Unplanned Disruptions 	Urgent Response Times – The performance measure targets for the median response time for urgent attendance and resolution <ul style="list-style-type: none"> • Attendance for urgent call-out 	1 hr	Not Achieved 1 hr 10 mins
	<ul style="list-style-type: none"> • Resolution for urgent call-out 	8 hrs	Achieved 3 hr 27 mins
	Non-urgent Response Times – The performance measure targets for the median response time for non-urgent attendance and resolution <ul style="list-style-type: none"> • Attendance non urgent call-out 	2 working days	Achieved 23 hrs 37 mins
	<ul style="list-style-type: none"> • Resolution non urgent call-out 	5 working days	Achieved 43 hrs 18 mins
	Unplanned Disruptions - The performance measure target for disruptions. <ul style="list-style-type: none"> • Minor disruptions (between 5 and 50 connections affected) 	< 5	Achieved 1
	<ul style="list-style-type: none"> • Major disruptions (more than 50 connections affected) 	<2	Achieved 0
	Water Consumption – The average consumption of drinking water per day per resident within the district	<275L / resident / day	Not yet measured.
	Customer Satisfaction Number of complaints – The performance measure target for customer satisfaction is <32 complaints per 1,000 connections received for: <ul style="list-style-type: none"> • Drinking Water Clarity; • Drinking Water Taste; • Drinking Water Odour; • Drinking Water Pressure or Flow; • Continuity of Supply 	<32	Achieved to Date 0.67 0 0 5.3 0

Level of Service	Performance Measure	Target	2021/2022 YTD
Water Pressure	Water Pressure – The average water pressure at 50 properties within the water supply zone, including any that have complained about pressure and or flow meets Council specifications (flow>10l/min & pressure>350kpa)	100%	Achieved to Date
NZFS Conditions	Fire Hydrants – The performance measure targets the percentage of hydrants meeting the NZFS Code of Practice conditions regarding supply	100%	Not yet measured

3.1.1 **Operations**

Water Treatment

No water treatment plant issues occurred during this reporting period at Council operated water treatment facilities.

Water Reticulation

Minor leaks were experienced around Toby's in the Stratford reticulation network. No major issues were experienced with the reticulation network during this reporting period.

3.1.2 **Capital Works**

Planning, programming, and commissioning of capital projects for the 2021/22 financial year is proceeding. Capital projects include:

PRV Stations

Awaiting completion of component tags from consultant. SCADA data incorporation also to occur.

New Water Trunk Main

- Stages 1 and 3 – construction is underway with completion for end of June 2022, contractors have experienced staff shortages across both stages due to Covid-19, but are confident in their timeframes for completion.
- Stage 2 – final design is complete and the bridge is to be replaced, resource consent for the works has been obtained and lwi are to monitor the works. Final discussions with the preferred contractor are proceeding and the works are expected to be completed mid July 2022.





Figure 6: Stage 3, 2nd Trunkmain Project

Water Treatment Plant Upgrade

Final design for the replacement of the Patea raw water delivery line and the associated grit removal tank are to be independently reviewed before proceeding any further, the preferred consultant is currently engaged with the trunkmain project so it is expected the review will occur in the next financial year.

3.1.3 Building Consents, Resource Consents and LIMs

Assessments were made for a total of:

- 21 Building Consent applications;
- 4 Resource Consent applications; and
- 7 LIM reports.

3.2 Wastewater

The Levels of Service (LoS) for Wastewater Activity are measured using several performance indicators as shown in the table below. The overarching LoS is the management of wastewater without risk to public health.

Wastewater Level of Service (LoS) and Performance Measures

Level of Service	Performance Measure	Target	2021/2022 YTD
System Adequacy	Dry weather sewerage overflows - The number of dry weather sewerage overflows from the territorial authority's sewerage system, expressed per 1000 sewerage connections to that sewerage system.	<5 per 1,000	Achieved 0.37
Discharge Compliance	Resource Consent Compliance – Compliance with the territorial authority's resource consents for discharge from its sewerage system measured by the number, received by the territorial authority in relation to those resource consents, of:	0	Achieved
	• Abatement notices;		0
	• Infringement notices;		0
	• Enforcement orders; and		0
	• Convictions.		0
Response and Resolution Times	Sewerage overflows - Where the territorial authority attends to sewerage overflows resulting from a blockage or other fault in the territorial authority's sewerage system, the following median response times are measured:		
	• Attendance time from the time that the territorial authority receives notification to the time that service personnel reach the site.	1 hour	Not Achieved to date 3 hrs 05 mins
	• Resolution time from the time that the territorial authority receives notification to the time that service personnel confirm resolution of the blockage or other fault.	8 hours	Achieved 7 hrs 46 mins
Customer satisfaction	Complaints - The total number of complaints, expressed per 1000 connections to the territorial authority's sewerage system, received by the territorial authority about any of the following:	<5	Not Achieved to date
	• Sewage odour		0.3
	• Sewerage system faults		1.4
	• Sewerage system blockages		5.9

Level of Service	Performance Measure	Target	2021/2022 YTD
Trade Waste Complaints Response times	<ul style="list-style-type: none"> Attendance time: from the time the Council receives notification to the time that a Trade Waste Officer arrives on site. 	2 working days	Achieved to date
Trade Waste Consent Processing	<ul style="list-style-type: none"> Percentage of trade waste consent applications processed within 15 working days. 	50%	Not Achieved

3.2.1 Operations

Wastewater Treatment

There were no major issues relating to wastewater treatment operations during this reporting period. Bird scaring operations have continued throughout March; Fish and Game have granted Council a permit to continue with the activity but have only granted it up to May 7 2022, whereby they won't allow any birds to be cleared from the ponds during hunting season.

Parts are yet to arrive for the electronic components of the mag-flow meter on the pond outflow which had suffered water ingress.

Wastewater Reticulation

There were no major issues relating to wastewater reticulation during this reporting period. A letter requesting an explanation for sewer manhole discharges during ex tropical cyclone was received from Taranaki Regional Council and it was explained that storm water ingress was the cause, no further correspondence has been received to date.

Health and Safety

There were no health and safety incidents during this reporting period.

Oxidation Pond Influent and Effluent Sampling

Monthly influent and effluent sampling of the wastewater treatment ponds is ongoing in accordance with resource consent conditions. Compliance was maintained during this reporting period. The March wastewater inflow results again returned high phosphate, Taranaki Regional Council were informed of the results and have agreed that if the April sample return high phosphate results, then network sampling will be undertaken to ascertain where the phosphate is coming from.

Oxidation Pond Oxygen Probes

Dissolved oxygen probes have been maintained during this reporting period and have shown compliance is being maintained.

3.2.2 Capital Works

Wastewater Treatment Upgrade

Algal sampling of the wastewater is ongoing for the Diatomix project.

3.2.3 Matters Outstanding

There are no matters outstanding for this reporting period.

3.3 Trade Waste

The following provides a summary of Trade Waste Activities for the month of March:

Trade Waste Consents - No new consents were received or issued.

Trade Waste Consent Holders

- Concerns have been received regarding Council's requirement for our operators to provide contact details of their customers. Appropriate response has been sent to the consent holder and complainant in accordance with the consent requirements.

- Septage truck operators in arrears with payment of disposal charges. Contact made again with all operators with outstanding payments.
- Ongoing issue with a particular operator for providing waste tracking records as required by their consent conditions. No records received going back as far as September 2021. Officers are considering the appropriate response options.

Permitted Activities

- Inspection of a local home-kill operator who wishes to connect to wastewater to determine if TW consent required. Based on the information provided by the applicant, no consent is required. Inspection notices have been completed.

General

- Diatomix project update – Another round of wastewater pond sampling occurred during March and results were received which gave an indication of current algae content and distribution, as well as nutrient levels, at the four sampling sites. An extra sampling site was added this month as necessary.
- Regular monthly sampling for monitoring of the Councils consent to discharge treated waste completed. High levels of Phosphorus were noted for the second consecutive month. Investigations into the cause are ongoing. If April results show high levels again then further samples will be taken in consultation with TRC.

3.4 **Stormwater**

The Levels of Service for the Stormwater Activity are measured using several performance indicators as shown in the table below.

Stormwater Level of Service (LoS) and Performance Measures

Level of Service	Performance Measure	Target	2021/2022 YTD
Stormwater system protects property from impacts of flooding.	System adequacy		
	• The number of flooding events that occur in a territorial authority district. "Flooding" in this context means Stormwater entering a habitable floor	0	0
	• For each flooding event, the number of habitable floors affected. (Expressed per 1000 properties connected to the territorial authority's Stormwater system.)	0	0
	• For each flooding event, the number of buildings in the central business zone affected by flooding.	0	0
Discharge Compliance	Resource Consent Compliance – Compliance with the territorial authority's resource consents for discharge from its Stormwater system measured by the number of:	N/A	
	• Abatement notices;		
	• Infringement notices;		
	• Enforcement orders; and		
	• Convictions.		
Response and Resolution Times	The median response time to attend a flooding event, measured from the time that the territorial authority receives notification to the time that service personnel reach the site.	1hr	0hrs
Customer satisfaction	Complaints - The number of complaints received by a territorial authority about the performance of its Stormwater system, expressed per 1000 properties connected to the territorial authority's Stormwater system.	< 8	0

3.4.1 **Operations**

- There were no major issues relating to storm water infrastructure during this reporting period. One rock armour wall downstream of a culvert on Pembroke Road washed out during DOVI and contractors have been engaged to undertake repairs.
- There were no health and safety incidents during this reporting period.

3.4.2 **Matters Outstanding**

There are no matters outstanding for this reporting period.

The table below provides a summary of some of the 3-waters capital projects ongoing.

Summary of key 3-Waters Capital and Improvement Projects - March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	Automated Meter Project	20/01/2022	Stage one Supply of Goods contract agreed with Deeco which includes software and hardware purchase and training. Software and hardware has arrived and will be trailed soon. 200 meters to be installed to replace existing meters.	TBA
2	Diatomix - WWTP	25/11/2021	Monthly algal and chemical sampling has commenced, Diatomix dosing equipment to be installed by 1 June 2022.	Ongoing
3	Surrey Street and Broadway drinking water pipe renewals	1/02/2022	Contract has been awarded, works programmed to commence July 2022	21/12/2022
4	Stratford Trunk Main	10/01/2022	Stage 1 and 3 have commenced. The final design for stage 2 has been completed and negotiations are occurring with the preferred contractor.	1/08/2022
5	Patea delivery line/grit tanks	TBC	Final design to be independently reviewed prior to proceeding with procurement strategy, the review will unlikely occur before completion of the trunk-main project.	TBC
6	Water supply Zoning	1/06/2022	PRV stations commissioned - Tags are being created and installed, SCADA data provision being finalised by consultants.	1/06/2022
7	Reticulation Capacity Increase	1/12/2022	Achilles and Miranda Street stormwater upgrades in design stage, flow modelling of the runoff from the Brecon Road subdivision is being undertaken by an independent consultant prior to completing final design and procurement.	1/08/2022
8	Inflow and Infiltration (I&I) Network Identification Project	April 2022	Scoping of project and procurement underway	Ongoing

3.5 Geographical Information System (GIS)

- A summary of key GIS ongoing projects are provided in the Table below..

Summary of key GIS Projects - March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	Automated Meter Project - also in 3 Waters Trade Waste Tab	January 2022	Deeco (automated meter reading project) – they have supplied us with all the software and set us up on their end. The hardware should be arriving soon, so I am hoping to get this up and running before leaving.	TBA
2	Addresses		Finalised letter to send out informing people of their new address number.	TBA
3	AssetFinda	November 2021	Some work request emails are not reaching their destination. IT is looking to help fix this.	TBA
4	Representation Review	May 2021	The representation review has been used as an opportunity to fix inconsistencies in their dataset, and they are being incredibly thorough in their scrutiny on the data. Ongoing	TBA
5	GPS	Ongoing	GPS points of new assets and uploading the data.	ongoing
6	Property Match	Ongoing	Every Wednesday - uploads are done Tuesday night.	ongoing
7	TRAPP	December 2022	Rural: To date 3199 frames captured from a total of 3117 frames. This covers a total area of 8251 km2 being 100% captured, subject to final image QA checks. Stratford urban areas are yet to be captured.	TBA

3.6 Solid Waste

The Levels of Service for the Solid Waste Collection Activity are measured using the performance indicators shown in the table below.

Solid Waste Level of Service (LoS) and Performance Measures

Level of Service	Performance Measure	Target	2021/2022 YTD
The levels of waste generated are reducing	Quantity of Waste to landfill per household (phh) (municipal kerbside collection only) (kgs per annum)	<600kg	Achieved to date – 512kgs (March - 461kgs phh)
	Percentage (by weight) of Council controlled waste stream that is recycled (municipal kerbside collection only).	>20%	Achieved to date - 21% (March - 23%)
Customer Satisfaction	Percentage of customers satisfied with the service provided.	>80%	Achieved as per the 2020/21 Survey 86.4%

3.6.1 Planning – Strategies, Policies, Plans and Bylaws

- A review of the Kerbside Collection Policy is underway.
- The regional waste services contract (15/SW01), which includes the kerbside collection service and transfer station operations, expires on 30 September 2024. Given the complexity and large scope of the contract, the three Councils are seeking the services of a consultant with waste services expertise for this project. The project will be a regional collaborative with each individual Council responsible for the technical specifications relating to their service. A project team has been created to oversee this project and the Council's Asset Management Coordinator is part of this team.
- The Waste and Water Educator has created a draft Education Strategy, which is currently with Management for review. This strategy will provide action plans for the identified education actions in the Waste Management and Minimisation Plan.

3.6.2 Contamination Levels at the MRF

Figure 7 provides the contamination levels at the MRF for the previous 12 months, which is reported at 22.2% for March 2022.

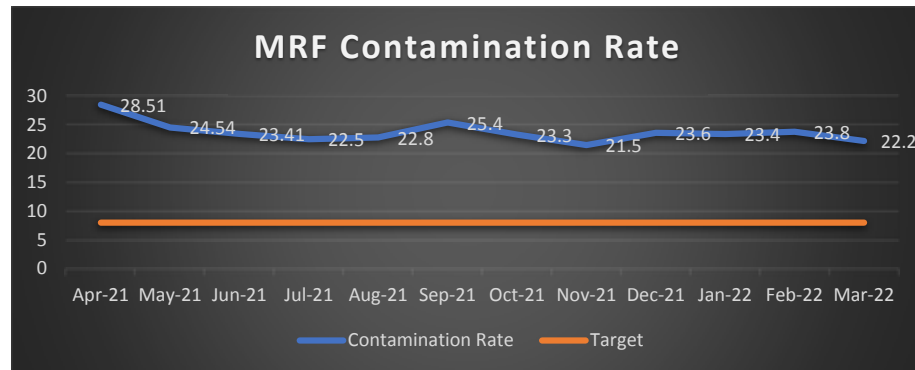


Figure 7: Regional Contamination at the MRF

3.6.3 Waste Minimisation Initiatives completed in March

- The focus for March was to develop an engagement strategy and a number of proposals have been put forward waiting on approval. These include our competitions and continuation of the “Did you know” facts in Central Link and on Facebook (Figure 8).

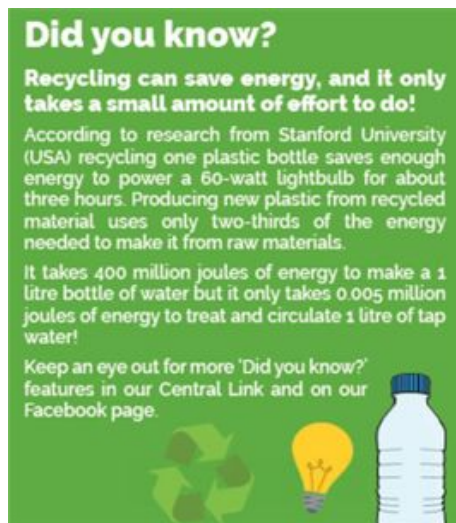


Figure 8: A 'Did You Know' poster

3.6.4 Upcoming Waste Minimisation Initiatives from the Waste and Water Educator

- The textiles/clothing recycling fair to be held in June 2022 in conjunction with mywalkinwardrobe, a company with a lot of experience holding these types of events.
- Preparation for the plan to setting up an Eco-Warriors Team here in Stratford.
- Preparing for the upcoming event Film Screening at Kings Theatre of the Documentary **Together We Grow** to be screened on the 13th April 11, 2022 in conjunction with Sustainable Taranaki.
- Preparation of a draft Education Strategy;

3.6.5 Organic Waste Facility Feasibility Study

- The AATEA draft report from the Iwi and hapū hui have been received, along with the draft report from Tonkin+Taylor. The draft Tonkin and Taylor report is being revised, a report which contains the identified options for managing organic material in the region. An Elected Member workshop is scheduled for May/June 2022.

3.6.6 SWAP Survey

- Council staff have been completing the SWAP survey which will underpin Council's Waste Assessment (WA) and the Waste Management and Minimisation Plan (WMMP), which is due for renewal in 2023.
- By completing this survey in-house, Council is not only saving on costs, it is also acquiring and retaining very important knowledge on the waste activity and behavioural patterns of customers in the district. The SWAP project team comprises the 3-Waters Manager; the Asset Management Coordinator; the Education Officer – Water and Waste and the Projects Manager.
- Surveys are completed every Monday and so far, 6 weeks of categorising general household kerbside waste and gathering data has been completed.
- A total of 154 bins and 1,360 kg of waste has been surveyed, with the biggest component of the waste being organic.
- A current performance of the SWAP survey is shown in *Figure 9* below.

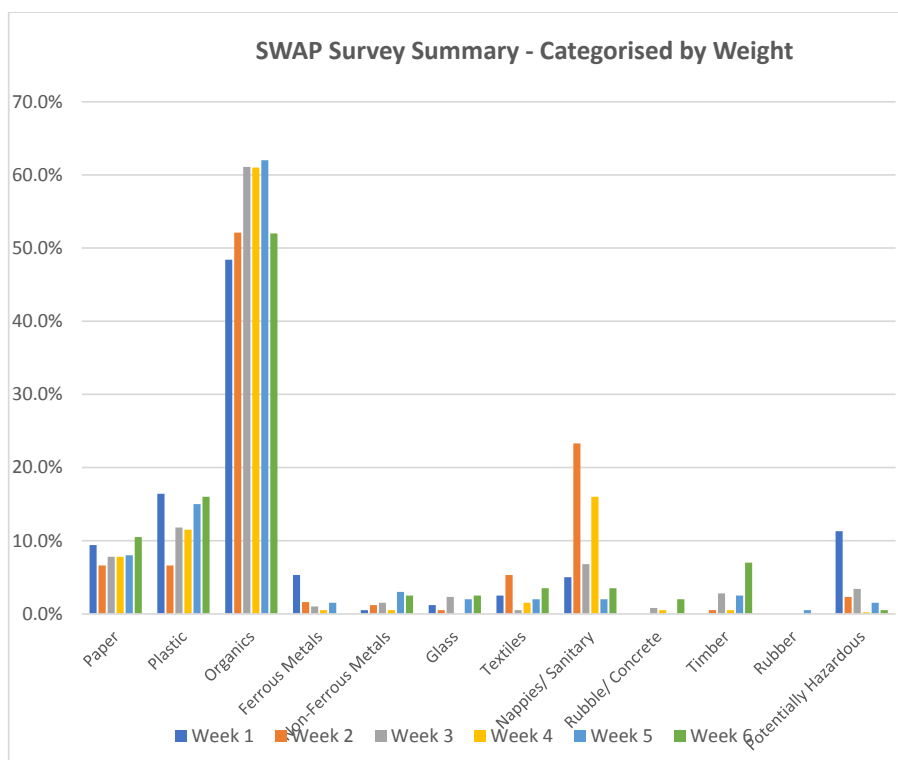


Figure 9 - SWAP Survey Summary - Consolidation of Weights in Percentages

3.6.7 Weekly Recycling Bin Audits

The weekly recycling audit summary from 1 August 2021 to 31 March 2022 is provided in *Figure 10*. At the end of March, the amber and red tags were at 6% and 4% respectively and Green was at 90%. The Education Officer and Waste Minimisation Officer are working on local campaigns to educate the community more regularly on correct recycling.

3.6.8 Recycling Bin Service Suspensions

Currently no properties have had their recycling service suspended for three months due to three strikes of contamination. This in accordance with Section 12.6 of the Solid Waste Management and Minimisation Bylaw. The bin services will be restored at the expiry of the 3-month suspension period.

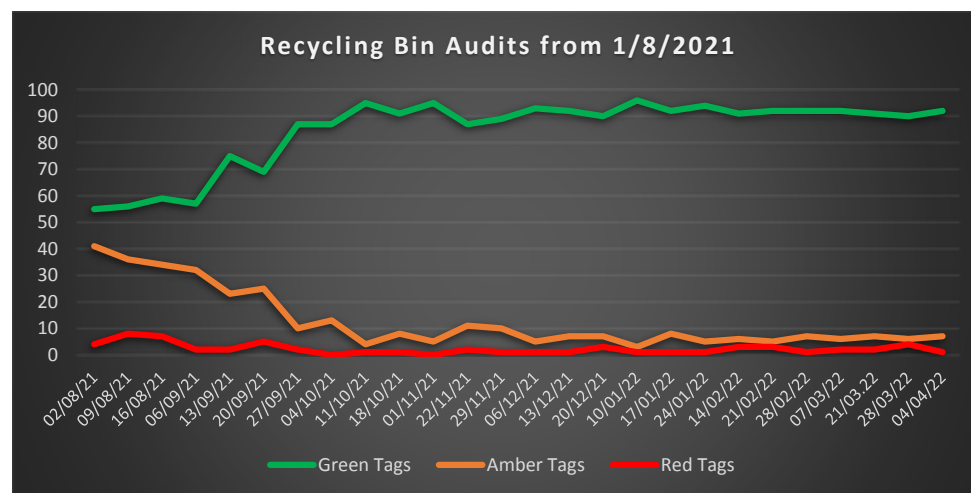


Figure 10: Recycle Bin Audits from 1 August 2021 to date

3.6.9 Waste Minimisation Activities Completed, Underway or Planned

Table 1 provides a summary of some of the waste minimisation initiatives planned for this financial year.

Table 1 - Waste Minimisation Activities for 2021/2022

Waste Minimisation Activities Completed, Underway or Planned				
Month 2022	Activity	Description	WMMP Reference	Status
FEB	Iwi hui for the proposed Organics Facility	Hui for exploring how Taranaki can manage its organic waste	AS9	Completed
	SWAP Survey	Survey started 28 February and to run until the end of May 2022 to collect data on the different types of waste being disposed of to landfill	L15	Underway
	“Did you know” tips in CentralLink	The Waste Educator has begun placing tips on waste minimisation in the CentralLink and Facebook page	BC5 & 6	Ongoing
MAR	Waste Free Period Session at Stratford High School	Presentation to students and teachers on reducing menstrual product waste and provide product for the girls (online) CANCELLED at the request of the school	CP3, L3	Cancelled due to Covid Restrictions
	AgRecovery Research	Scan for demand for another AgRecovery event	BC4	Postponed
APR	Together We Grow Movie	In conjunction with Sustainable Taranaki - A documentary on building resilience in the local community	BC1	Underway
MAY	Walk in Wardrobe	Event to be held in Stratford to support buying pre-loved clothing and reducing waste	CP3	Planned
	Waste Levy Contestable Fund	Waste Levy Contestable Fund Policy presented to Elected Members for consideration.	CP1	Underway

4. Property

The Council manages a number of community facilities including:

- The Aerodrome;
- Civic Amenities; and
- Rental and Investment properties.

The Customer service request history for the property activity is shown below (Figure 11).

4.1 Capital Works Programme

Some of the current Capital Projects include the:

- Demolition of the Bell Tower, contract starts 1 April with the removal of the surrounding garden and the Bell Tower being braced for the removal in April.
- Replacement of septic tank at the Whangamomona Camping Ground – currently investigating the need for a resource consent and appointing a consultant to design the wastewater treatment.
- Replacement of the Council storage shed. Building Consent and Resource Consent has been approved, the existing shed is programmed to be demolished in April to make way for the new build.
- Renewal of the library Staff room which commenced and was completed in March, with the Kitchen cabinetry and flooring being replaced (see *Figure 12* below).

A summary of other ongoing projects is provided later in the report.

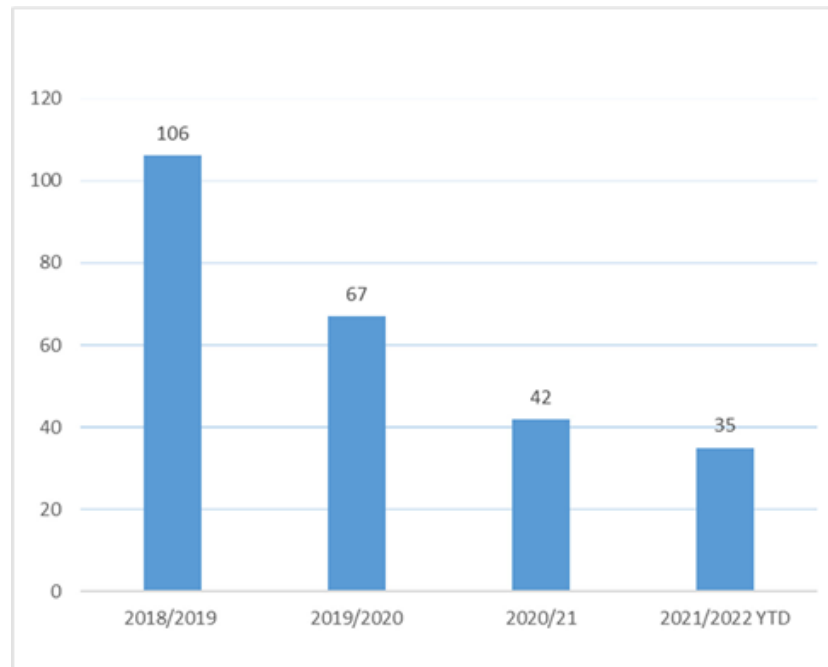


Figure 11: Customer service request history – Property - March 2022

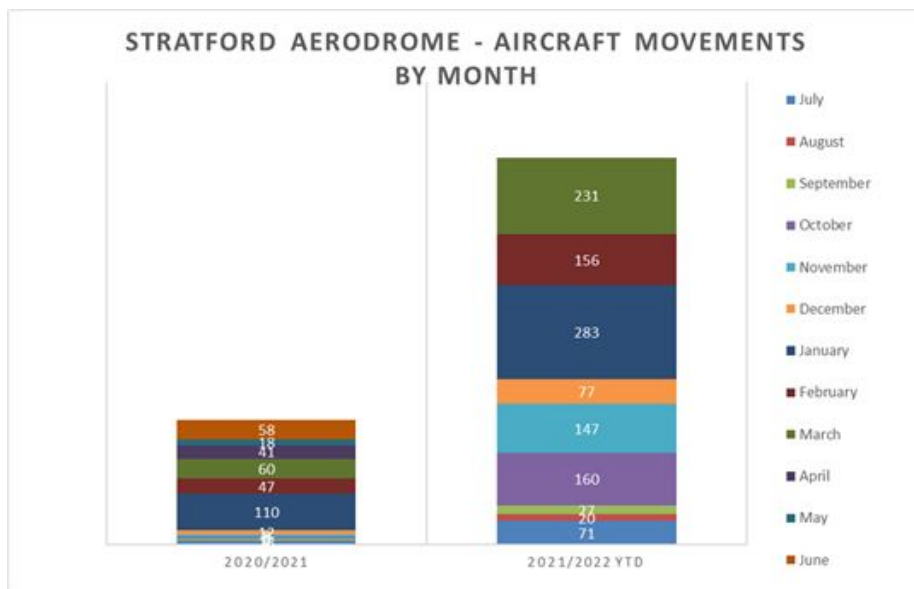


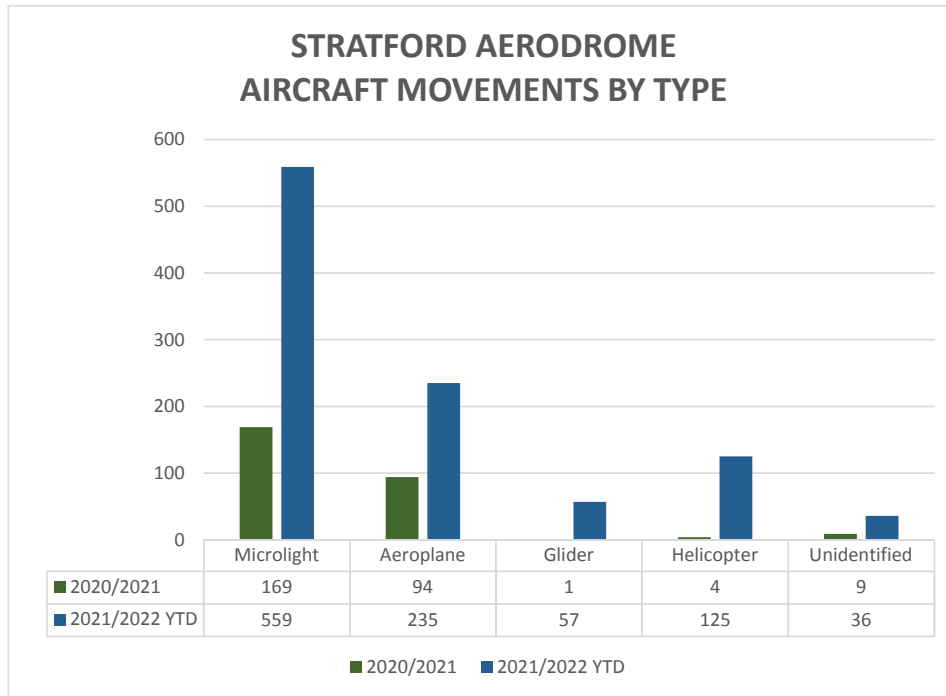
Figure 12: Before and After Renovation Photos

4.2 Aerodrome

A Fuel Company has shown interest in installing a storage tank for Jet fuel at the Aerodrome to service local customers. Discussions are currently being held with Aerodrome Users. A report will be provided to the Farm and Aerodrome Committee seeking approval or otherwise, of the agreed proposal.

The performance measure for the aerodrome is >70% customer satisfaction with the condition and maintenance of the facility. This is measured annually and reported at the end of the financial year.





4.3 Civic Amenities

The Council's Amenities portfolio include, but are not limited to:

- Housing for the elderly;
- War Memorial Centre;
- Centennial Restrooms; and
- Public toilets.

The Levels of Service Provision including their Performance Measures are based on the condition of the assets and associated customer satisfaction. The performance of these services is annually measured and are reported on at the end of the financial year.

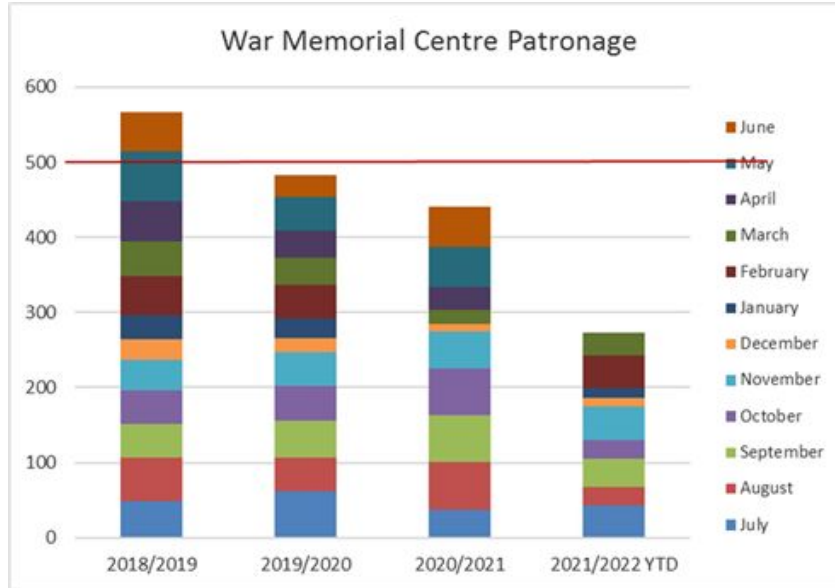
Level of Service	Performance Measure	Target	2021/2022 YTD
To provide facilities that are well maintained and utilised.	Buildings legally requiring a Building Warrant of Fitness (WoF) have a current Building WoF at all times.	100%	100%
	Annual booking of War Memorial Centre.	>500	273
	Annual booking of Centennial Restrooms.	>200	167
To provide suitable housing for the elderly.	Percentage of Customer satisfaction.	>89%	93%
	Annual Occupancy rate.	>95%	100%
To provide clean, well maintained toilet facilities.	Percentage of Stratford District residents satisfied with overall level of service of toilets.	>80%	89%

The Civic amenities occupancy rates / patronage are shown in the table and charts below.

4.3.1 Housing for the Elderly

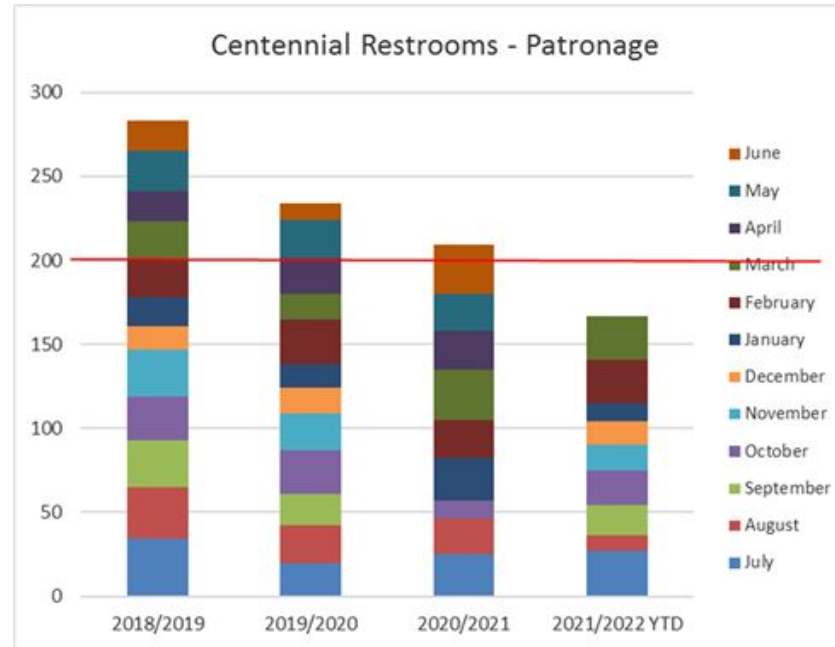
The current occupancy rate for the month January is 100% and therefore achieves the performance measure of >95 %.

4.3.2 War Memorial Centre



Due to Covid-19 lockdown, 18 bookings were cancelled during March and no additional bookings were taken.

4.3.3 Centennial Restrooms



Due to Covid-19 lockdown, 2 bookings were cancelled during March and no additional bookings were taken.

4.4 Rental and Investment Properties

The Council's Rental and Investment Properties are:

- The Farm;
- The Holiday Park (operated by a third party, with a formal lease on the land); and
- Rental properties (urban and rural land, and commercial properties).

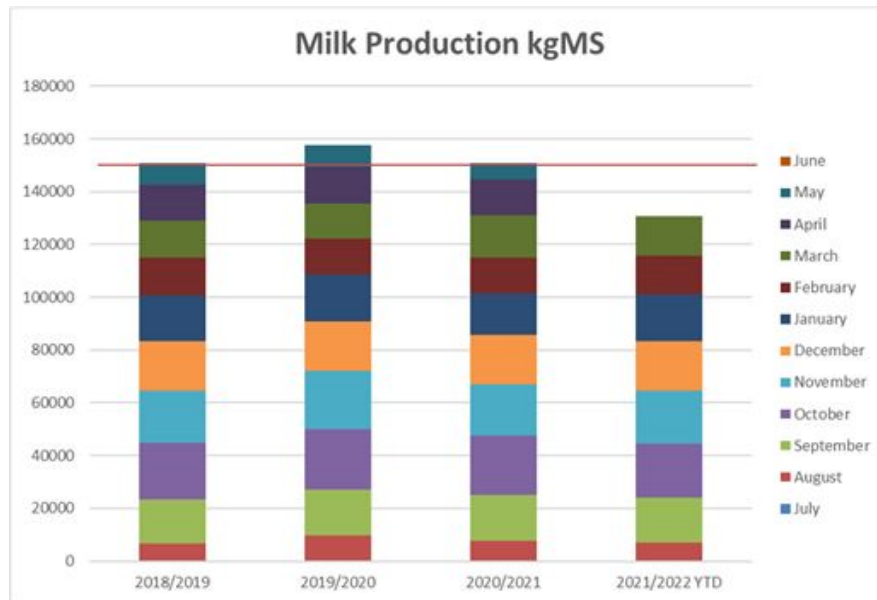
The Levels of Service are measured using the performance indicators shown in the table below. These are measured and reported at the end of the financial year - in the July 2022 report.

Level of Service	Performance Measure	Target	2021/2022 YTD
Maximum profits from the farm are returned to Council.	Milk production is maximised	>150,000 kg	130,698.6g
The Council is meeting national Environmental standards.	The Council farm's Environmental Plan is reviewed annually	Compliance	Expected to achieve
Leased property is safe and fit for purpose.	Number of complaints from tenants.	<5	0

The history of the Farm milk production is shown in the two charts below.

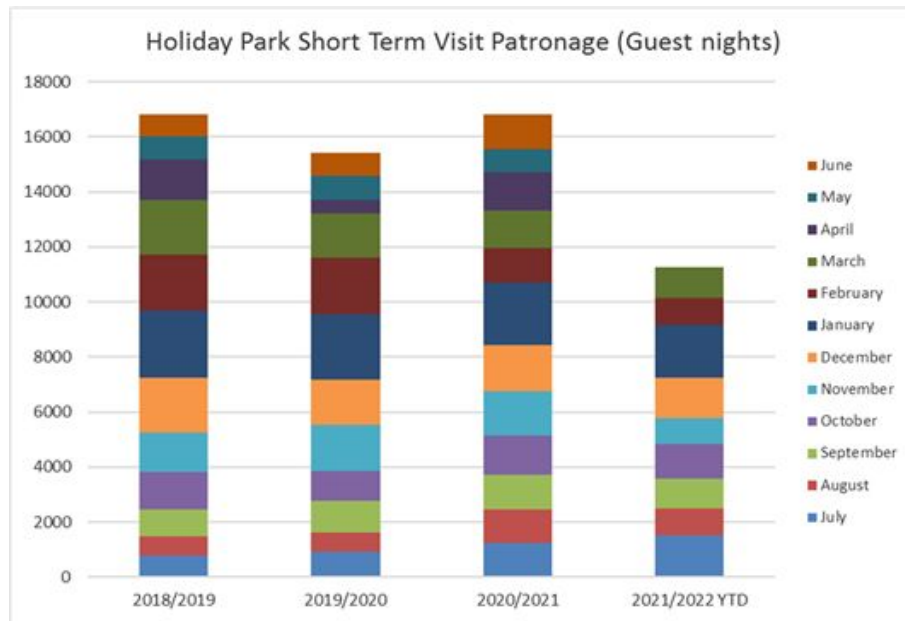
4.4.1 The Farm

The Sharemilkers have agreed with the Federated Farmers 50/50 Sharemilking contract with a five-year term. This is due to be signed in April.



Milk productions as at end of March is down 0.3% on last season.

The Holiday Park



A summary of capital projects and expected completion dates is provided in the Table below.

Summary of Property Capital and Improvement Projects – March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	Storage Shed	December 2021	Building consent had been approved. Existing shed will be demolished in April. New shed to be erected in April due to delays from covid	30/06/2022
2	Demolition of the Bell Tower	December 2021	Stage 1 - Commencing 1 April, removal of surrounding garden and installation of brackets at bottom of tower. Stage 2 commencing 6 th April, Security fence to be erected, 8 th April, Tower will be brought down in two pieces. Currently investigation alternative location for the Camera and wifi bridge which are currently located on the tower.	30/04/2022
4	Stratford South Digital Sign	Not yet determined	NZTA have declined proposed location, further investigation on other locations underway.	30/06/2022
5	Library Staff room kitchen	January 2022	Contract commenced in March. Contractors renewed the floor, replace the kitchen cabinetry and change the location due to the rotten of the wall. Contract now completed	30/03/2022
6	WMC - kitchen and cabinetry upgrade	January 2022	Contract awarded, Stage 1 renewal of bench tops due to start in June	30/07/2022

			Stage 2 – Installation of cabinetry will be undertaken in July due to delays in materials.	
7	Whangamomona Motor Camp - Septic Tank Replacement	January 2022	Currently Investigating if resource consent is required	30/06/2022
8	TET Stadium – Replacement Heaters	January 2021	Contract Awarded in February. Commencement has been pushed out to early April due to Contractor contracting Covid-19.	30/04/2022

5. Parks and Reserves

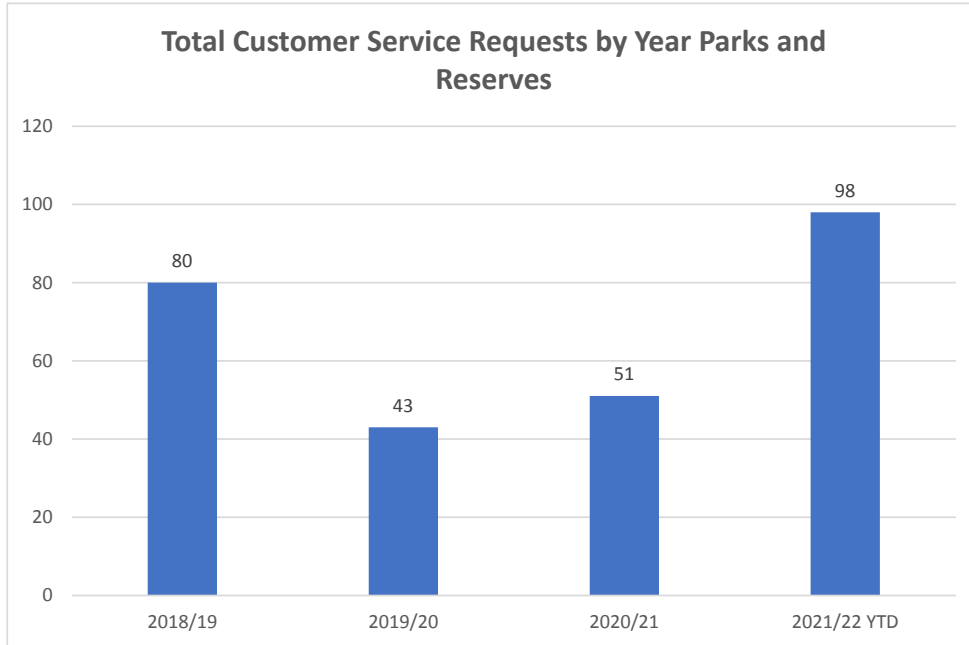
The performance of Council's parks and reserves activities are measured using the targets shown in the table below. These are measured annually and will be reported on in July 2022, at the end of the financial year. Council will continue to meet the New Zealand Safety Standards for playgrounds and footbridges.

Updates on key activities programmed for the year is provided below.

- Arboretum Project (in conjunction with the Percy Thomson Trust) is programmed in this financial year to align with the Windsor Park Reserve Management Plan.

Level of Service	Performance Measure	Target	2020/2021	2021/2022 YTD
To provide parks, Sports fields and other open spaces that meet community demand	Number of complaints and requests for service.	<40	51	98
	Percentage of Stratford residents satisfied with:			
	Parks;	>80%	95.15%	Not yet measured
	Sports fields;	>80%	93.66%	Not yet measured
	Cemeteries.	>80%	90.38%	
Safe playgrounds are provided	All playgrounds meet NZ Safety Standards.	Full Compliance	Not yet measured - Biennial Review	Not yet measured
Foot Bridges are safe.	All foot bridges meet NZ Safety standards.	Full Compliance	Not yet measured - Biennial Review	Not yet measured

The customer service request history for the Parks and Reserves Activity is shown below.



This month there has been heavy rainfall, which has contributed to street trees and walkways needing more maintenance than usual.

Matters Outstanding

The Victoria Park Drainage

Council officers have had further discussions with a sports turf specialist regarding a new scope of works to fix the drainage issues identified. A report is expected by the end of April.

	2018/2019	2019/2020	2020/2021	2021/2022 YTD
Parks	7	3	10	13
Structures	8	9	2	22
Sports grounds	0	3	5	4
Playgrounds	4	1	1	12
Cemeteries	5	5	5	7
Street Trees	41	11	15	17
Walkways	15	11	13	23
Total	80	43	51	98

A summary of capital projects and expected completion dates is provided in the Table below.

Summary of Parks Capital and Improvement Projects – March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	Concrete plinth & sign	12/01/2022	Concrete plinth – re-doing (Fulton Hogan) Sign to be installed once plinth finished	14/04/2022
2	Broadway Roundabout / Garden upgrade		On hold as liaising with Community Services regarding the town centre plan	TBA
3	Trees of Significance - Walkway		Currently liaising with stakeholders, including Iwi, DOC and the Youth Council Obtaining quotes for clearance to trees and new pathways	TBA
4	Adrian Street Fort demolition	11/12/2021	Complete This has been done but as it was less than the capital expenditure minimum of \$2,000, and is being treated as operating expenditure	31/01/2022
5	Parks signage	1/11/2021	Complete	28/02/2022
6	Eastern Loop staircase	01/2022	Complete After severe weather, the staircase suffered damage. Upon further inspection the staircase needed a full replacement, otherwise the walkway would have needed to close until the new financial year	01/2022

6. Special Projects

Below is an update on the progress of the key projects that the Council is currently undertaking as at **31 March 2022**:

6.1 The Replacement Aquatic Facility

This project continues to progress well aided by some continuing favourable weather conditions. The contractor remains confident of meeting or beating the anticipated completion date of 25 September 2022 (*Figure 13*).

Four contract variations have been approved including three minor design changes relating to joinery items, flooring and additional pool toys, bringing the construction cost to \$20,078,852.18.

The following is the progress to date:

- Structural steel work complete
- Base preparation of western access and carpark complete
- HVAC plant, heat exchangers and heat pumps installed and internal ducting installed.
- Natare pools installed and welded. Joints tested and fault free
- External cladding complete and aluminium joinery approximately 70% complete.
- Services to dryside areas complete and internal ceiling cladding and blockwork painting underway.
- Landscaping and iwi manifestation design work underway.

This brings the certified amount claimed to **\$13,814,414.75** out of **\$20,078,852.18**.

Appendix 1 provides the latest Project Control Group Report.

6.2 Children's Bike Park

With the recent opening of the pump track this project is now finished in terms of physical construction. (Figure 14).



Figure 13: Aquatic Centre external cladding complete



Figure 14: Council and MBIE representatives in front of completed bike park

6.3 Second Water Trunk Main

This is the 3-Waters Stimulus funding project currently partly funded by central government. The project is being implemented in 3 stages:

Stage One – This is the pipe network alignment on Hunt Road and Pembroke Road between the Patea River and Brecon Road. Fulton Hogan is making good progress on the contract works which started on 10 January. Pipes have been transported from the storage location near the TSB Pool Complex as they are welded and drilled. Open excavation is occurring at the intersections of Pembroke Road / Brecon Road and Pembroke Road / Hunt Road now the drilling is completed.

Stage Three – Construction is underway for the installation of the trunkmain from the Water Treatment Plant to the first bridge crossing. All landowners agreements have been secured, subject to agreed terms and conditions.

Stage Two – The preferred contractor has advised that a replacement bridge over Patea Bridge will be cheaper and better in the long term. Procurement of materials underway, negotiation near completion.

6.4 The Whangamomona walkways

Easements have now been registered against the relevant titles and the Walking Access Commission has formally appointed Council as controlling authority. Signage has been erected and some track tidy up work is to be completed ahead of a formal opening.

A summary of key ongoing special projects is provided in the table below.

Summary of key ongoing Projects – March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
1	School speed zones	1/08/2021	Contacted four schools - school zones for four schools identified with discussion with Makahu School, Midhirst School, Avon School, and Pembroke School. School zone will be incorporated with Stratford High School Safety Project. Communication plan underway.	30/06/2022
2	Connecting Our Communities Strategy	1/07/2021	Communication Plan approved by Comms. Out for consultation May 2022.	30/06/2022
3	Stratford 2035	1/12/2021	Proposal with BERL for upgrades to Stratford CBD. Expecting feedback from interviews with staff in May.	30/06/2022
4	Surrey Street and Broadway drinking water pipe renewals	1/02/2022	Project on hold until 1 July. LTP budget has been requested to bring forward 2023/24 funding to complete project in 2022/23 financial year	1/10/2022
5	Stratford Trunk Main	10/01/2022	Stages 1 and 3 have commenced with Fulton Hogan as main contractor. Negotiations for stage 2 procurement underway.	1/09/2022

Summary of key ongoing Projects – March 2022				
	Project Description	Commencement Date	Status	Expected Completion Date
6	Achilles Street / Brecon Road stormwater pipe replacement	1/02/2022	Waiting for Beca report as to final requirements for replacement of pipe.	30/06/2022
7	Miranda Street Stormwater	1/01/2022	Design 95 % completed, finishing drawings and preparation of contract documentation.	
8	Rollover of Facilities Maintenance Contract	1/01/2022	Discussions underway including the review of the terms of the maintenance contract to reflect actual practice.	30/06/2022
9	Renewal of Open Spaces Contract	1/01/2022	Schedule updated. Waiting for new cost fluctuation to be released. If this is not available by end April, will send updated schedule out to Downer.	30/06/2022
10	Stormwater / Wastewater Modelling	1/02/2022	Initial discussions with DHL, Watershed, Beca, and BTW to determine capability and scope of project. Approached Mike Matangi to provide advice for project going forward. Writing of scope underway to formally approach selected suppliers.	30/06/2022
11	IAF Hospital subdivision	1/11/2021	With Kainga Ora for process of application.	Ongoing.
12	Whangamomona Septic Tank	1/03/2021	Discussions with Horizons Regional Council has determined a Resource Consent is likely. WSP will design treatment System. Beca and CIC were approached to provide quote but declined due to workload.	Ongoing
13	Procurement Process	1/07/2021	Updating Procurement process. Template for NZS3910 contracts has been created and approved by Comms for corporate formatting. Using School Safety Projects as first checking for suitability. Investigating software system where all forms can be produced automatically instead of manually at this stage.	Ongoing.

7. Resource Consents

There are several resource consent applications that are currently under preparation for submission, or being processed by Regional Council. Stakeholder engagement is underway; a summary is provided below:

RC Number	Location	Description	Stakeholders	Update
1276-3	Midhirst Te Popo Water Take	To take water from the Te Popo Stream, a tributary of the Manganui River for community public water supply purposes	Fish and Game NZ, Te Atiawa, Ngāti Ruanui, Ngāruahine, Ngāti Maru, Okahu Inuawai Manataiao Hapū, Pukerangioraha Hapū	Application with TRC, awaiting Cultural Impact Assessment to be commissioned by Iwi
0409-3	Stratford Public Swimming Pool, Page St, Stratford	To discharge from the Stratford Public Swimming Pool into the Patea River on one occasion per year up to a total of 550 cubic metres of swimming pool water to empty the pool for maintenance	Fish and Game NZ, Ngāti Ruanui, Ngāruahine	Iwi feedback received – no issues. Application submitted to TRC.
1337-3	East Road, Toko	To take and use groundwater from a bore in the vicinity of the Toko Stream in the Patea catchment for Toko rural water supply purposes	Ngāti Ruanui, Ngāruahine, Ngāti Maru	Iwi feedback received – no issues. Application submitted to TRC.
6605-1	East Road, Toko	To discharge treated filter backwash water from the Toko Water Treatment Plant into a soak hole adjacent to the Manawawiri Stream	Ngāti Ruanui, Ngāruahine, Ngāti Maru	Iwi feedback received – no issues. Application submitted to TRC.
6468-1	Cordelia Street, Stratford	To erect, place and maintain a culvert in an unnamed tributary of the Kahouri Stream in the Patea catchment for flood control purposes	Ngāti Ruanui, Ngāruahine	Iwi feedback received – no issues. Awaiting outcome of application processing from the TRC.

Attachment:

Appendix 1 – Latest Update Report on the Replacement Aquatic Facility project



Victoria Araba
Director, Assets



[Approved]
Sven Hanne
Chief Executive

Date: 19 April 22

Appendix 1

Apollo
PROJECTS



Stratford District Council

Stratford Aquatic Centre

Friday, 1 April 2022

Weekly Update 50

Weekly Project Update

Weekly site update information

Site Overview

Progress this week

The pool hall is tracking really well with 25% of the scaffold now removed. Poolwater contractors are now advancing up to the splash pad and around the eastern end of the programme pool.

The mid roof Danpalon is now installed with the roofers weathering and flashings progressing.

Blocklayers have returned and completed the internal pool walls bounding the access ramps with the Ntare team welders near completion of the insitu welding of the 25mtr pool.

Painters are currently putting finishing touches to the last remaining remedials on the pool hall ceilings and seal coats to plant room floors and external fascia boards.

First fix services-Electrical/data, mechanical and hydraulic are nearing first fix completion with the carpentry team also near complete of the ancillary blocking for services. Consultants review earlier in the week with the remaining in early next. Acoustic linings are complete and ceiling linings commencing.

Out in the service yard space the fitters are tracking well installing stainless hardlines into the outdoor HVAC units.

Now the wall cladding is complete, the second block laying team have returned and completed the last masonry wall to the chloring gas store with the concrete team starting formwork of the concrete roof structure and floors.

External window seismic frames install is complete ready for the structural glazing units arriving next week Internal Ali joinery is well underway with reception and change rooms near complete.

Arrival of our installers this week sees the Alucolux "eyebrow" complete to the main entry space.

Next week

- › Flashings and Spouting installation
- › Ceiling linings to dryside ongoing
- › Birdcage scaffold Grid 12-7 removal ongoing
- › First fix services final QA checks & SDC inspection
- › Pool water pipework line C make up areas & splash pad
- › External Window installation
- › Floor slabs to Chlorine gas space pour date Thur 7th
- › Formwork to Chlorine gas roof-pour date 11th
- › Civils foundation excavations for Chlorine gas room & Backfill of programme pool and splash pad
- › Welding of programme pool complete
- › Grouting internal pool masonry walls
- › Splash pad footings commence late in the week

Programme-Construction 71%

Weekly Project Update

- › Pool water installation On Track-watching
- › Pool installation On Track
- › Civil- On Track
- › Concrete trade- On Track
- › Carpentry- On Track-watching
- › Scaffold On Track
- › Electrical/Data/Security On track-watching
- › Hydraulic-On track-watching
- › Painting-On Track
- › Mechanical-On track-watching
- › Claddings- +/-watching

Health & Safety

Indicators	Meetings		Inductions Total	Audits		
	Daily Co-ordination	Health & Safety		Contractor	Apollo	Client
This Week	5	1	2	9	1	0
Project Total	190	78	169	190	41	2

Indicators	Incident Data					
	Contractor Hours	WorkSafe Visits	Near Miss	FAI	MTI	LTI
This Week	1,786	0	1	0	0	0
Project Total	26802	0	14	0	0	0

Incidents this week

Untagged leads-removed from service

Sub-Contractors on Site

Subcontractor	Mon	Tue	Wed	Thur	Fri	Sat
Graham Harris Civil						
Brent Stewart Construction	5	7	7	6	6	
Natare	4	4	4	4	4	
Meco Engineering			1			
Wavelength	3	3	3	3	3	
Active Refrigeration	4	6	7	7	7	
Wight Aluminum	2	2	2	3	3	
F&R Insulation	4	4	4	4	4	
DR Gray	3	3		2	2	
Russell Masonry	9	9				
Central Roofing						
Laser Plumbing	4	2	3	3	3	
HELRimu	10	11	10	5	5	
Cameron Scaffold	3	4	3	3	3	
ELOC Masonry				2	2	
PS Interiors			2			
Fire Security Services	1		3	3	3	
Symonite	2	2				
Total Persons Onsite Per Day	54	57	49	45	45	

Page 4
Weekly Project Update



Weather



Actions
 nil

Photos



MONTHLY REPORT

Community Services Department



F19/13/04 – D22/10480

To: Policy and Services Committee
From: Director – Community Services
Date: 26 April 2022
Subject: Community Services Monthly Report – March 2022

Recommendation

THAT the report be received.

/_____
 Moved/Seconded

This report presents a summary of the monthly progress and any highlights for the main areas of activity within Community Services i.e., Community and Economic Development, Communications, Library and Visitor Information Centre, Pool and Service Centre. The Long-Term Plan 2021 - 2031 sets the performance measures for these activities and this report presents, in tabular form, the progress measured to date against the target for each performance measure.

1. Highlights

- MTFJ Workforce Programme reaching its first milestone of 25 employment outcomes
- MTFJ partnership fees free Forestry Course started on 28 March
- Prospero Markets (26 February and 26 March)
- Children's Day Celebrations
- Positive Ageing Group – replacement activations and events

2. Community and Economic Development

Performance Measures (*Performance Measures in bold*)

	Target	2021/22 YTD
Deliver or facilitate community events	2	Achieved
Percentage of residents feeling a sense of community	80%	
Number of client interactions with Venture Taranaki's Business Advisory Services	100%	
Mentor matches made as requested	100%	
Review the Economic Development Strategy	Achieved	In Progress

2.1 **Council Organisations and Council Representatives on Other Organisations**
 Councillors may take the opportunity to report back from Strategic and Community organisations on which they are a representative for Council.

2.2 Youth Council

The Stratford District Youth Council held their Swearing in Ceremony on 1 March 2022, where 6 new members were sworn in by the District Mayor. During the project meeting on Tuesday 15 March, the Taranaki Regional Skills Leadership Group arranged a zoom meeting with youth councillors to gain their perspectives on their Regional Workforce Plan, with the aim to identify and support better ways of meeting future skills and workforce needs in the regions and cities.

Upcoming meetings and events:

- Youth Council AGM: 5 April 2022
- Youth Council Projects meeting: 19 April 2022
- Youth Week: 7-15 May 2022
- On the Bus – Laser Tag & Pizza (during Youth Week)

2.3 Civic and Community Events

While there have been a number of postponements or cancellations, where events are able to be delivered, they are, either as per normal or through alternative solutions.

Completed:

- Prospero Market: 26 March
- Children's Day Celebrations: 6 March
 - Free pool session – TSB Pool Complex
 - Free movie session - TET Kings Theatre
- Positive Ageing Group - March Forum initiatives

Coming Up:

- Easter hunt: 11-23 April
- School Holiday Programme: 11-30 April
- Prospero Market: 30 April
- Anzac dawn service and parade: 25 April
- Puanga celebrations: 21–29 June
- The Stratford Shakespeare Festival - reduced activity (April)

2.4 Community Projects and Activity

2.4.1 Mayors' Taskforce for Jobs (MTFJ)

Registrations

	March	YTD
Young People Registered	19	31
Businesses Registered	3	8

Employment

	March	YTD
Young people placed into employment	12	13
Young people who are employed but require assistance with upskilling		
Young people registered onto programme and straight in study		
Young people received support and found work themselves		1
Total		25

Training opportunities being developed

Essential Skills Training

The ongoing cases both locally and regionally continue to present challenges to deliver planned training. As an alternative the two high schools have been offered the opportunity to run or facilitate the courses at their premises with the support of the MTFJ programme if it reduces the risk to the school or its students. The courses will be offered to year 12 and year 13 students who are looking to leave school this year in search of employment. If taken up additional training sessions will be run at the Stratford War Memorial Centre to those who are not engaged with the school system.

Taranaki Forestry Conservation Course

The course successfully kicked off on 28 March at FEATS with a mihi whakatau to welcome the participants and partners.

2.4.2 Community Relationships Framework

In partnership with the Wheelhouse, a new series of workshops will be delivered to support our groups and the wider community.

Coming up:

- Introduction to Governance: 5 May
- Chairs Training: 7 May

Stratford Business Association

A new workshop date has been set for Tuesday 10 May where the Stratford Business Association will have an opportunity to share their workplan and strategic direction.

Taranaki Pioneer Village

A follow up meeting was scheduled for 24 February but had to be postponed due to new board members needing to isolate and being unavailable. A new meeting has yet to be rescheduled as there have been ongoing challenges with Covid-19.

2.4.3 Stratford Strategies and Town Centre Plans

First round of key stakeholder engagements completed with the first draft reports expected in early April.

During the stakeholder engagement process the Stratford Park project was discussed and the potential benefits it would either generate or bring to the district. Due to the unique nature and significant potential this project has regarding the economic development of the district, it will be included as a stand-alone section alongside the Economic Development Strategy. This will sit alongside the Economic Development Strategy once completed as well provide validity to the project when it is time to seek both government and private funding.

Funding

2.5.1 Creative Communities Scheme

The Creative Communities fund opened on 7 March and was extended a further week to close on 15 April. The assessment committee meets on 27 April to distribute funding of approximately \$16,000.

2.5.2 Sport New Zealand Rural Travel Fund

The Sport New Zealand Rural Travel Fund was extended a further week due to the outbreak of Omicron in the community, closing on 25 March. The assessment committee met on 5 April allocating \$7,400 in available funding to 8 applicants (9 applications in total).

2.6 **Positive Ageing**

The Stratford Positive Ageing Group had their March forum cancelled due to the uncertainty around Covid. Instead, the Positive Ageing Committee hosted a range of smaller events including, free swim classes at the TSB Pool Complex, a free movie at the TET Kings Theatre and outdoor bowls and croquet "have a go" sessions. These were quite successful, however there was less of a turnout than hoped due to people being cautious around Omicron.

Planning is now underway for the next quarterly Positive Ageing Forum which will be held on the 14 July. Potential themes and guest speakers for the forum will be discussed at the upcoming Positive Aging Ordinary meeting.

Upcoming meetings and events:

- Positive Aging Committee Ordinary meeting: 13 April 2022
- Positive Ageing Forum: 14 July 2022

2.7 **Stratford Business Association**

Memberships	
January total	140
New	0
February total	140

Strategic meeting

The Stratford Business Association have now completed their 2022 annual workplan and strategic planning.

Upcoming events:

Business After Five: Te Popo Gardens, Wednesday 20 April
 Stratford District Council workshop: Tuesday 10 May

3. **Communications**

3.1 **News Media**

Five Central Link updates were produced in March. These are printed in the Stratford Press and shared online at stratford.govt.nz and on Council's Facebook page weekly.

Central Link focus for March:







- Historic bells to be rehomed
- Pump track in action
- Did you know? Education Officer series on water conservation and waste minimisation.
- Preparing for COVID-19 interruptions
- Vandalism at Council facilities
- Annual Plan submissions invites
- Anzac Day art project with Stratford Library
- General waste audit findings
- Bird scaring at wastewater treatment plants
- Community funding rounds
- Public notices (Meeting Schedule, Temporary Road Closures, Impounding Act notice, Creative Communities Scheme, Sport New Zealand Rural Travel Fund, Stratford District Youth Council AGM, Draft Revenue and Financing Policy)

News/Media Releases posted to stratford.govt.nz for the month of March:

- Bird scaring at wastewater treatment plant underway
- Waste audit finds more than just rubbish
- Local arts and cultural projects invited to apply for funding
- Free activities for seniors in Stratford
- Submissions invited on draft Annual Plan 2022/23
- Preparing for COVID-19 interruptions
- Six new youth councillors for 2022
- Historic bells to be rehomed
- Road maintenance on SH3/Broadway
- Pump track at Victoria Park is now open for the community to enjoy.

3.2 Digital channels

March snapshot:

Website	Social Media
 5,626 ↑1,247 Users	 27 New Facebook followers /stratforddistrictcouncil 3,619 people follow our page.
 18,529 ↑2,153 Page views	 12,600 ↓45% People reached The number of people who saw any of our posts at least once this month.
 7,962 ↑1,857 Total sessions (visits) A session is the period of time a user is actively engaged with our website.	 32 New Instagram followers /stratford_nz 906 people follow our account.

Top 10 Council pages visited in March

1. /home
2. /our-council/council-documents/district-plan
3. /our-district/stratford-district-library-and-visitor-information-centre
4. /our-district/cemeteries/cemetery-records-search
5. /our-services/covid-19-updates
6. /our-district/tsb-pool-complex
7. /our-services/rubbish-and-recycling/transfer-station
8. /our-councilhave-your-say/Annual Plan
9. /our-council/contact-us
10. /our-council/fees-and-charges

3.3 Official Information Requests

For the 2022 calendar year, Council has received 13 Local Government Official Information and Meetings Act (LGOIMA) requests.

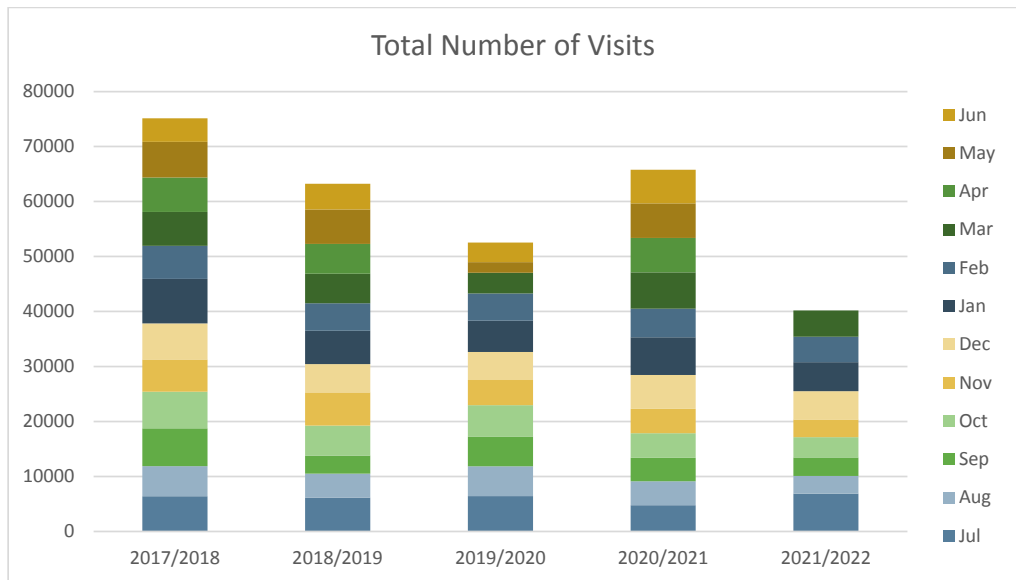
The below table includes the LGOIMA's received for the month of March 2022.

Date Received	Query	Due Date	Date Responded	Days to Respond
2/03/2022	Proposed pyrolysis and waste to energy plant in Manawatū	30/03/2022	9/03/2022	5
9/03/2022	HR systems and resources	7/04/2022	9/03/2022	1
21/03/2022	Rates increase	19/04/2022	22/03/2022	1
23/03/2022	Covid Deep Clean business enquiry	21/04/2022	23/03/2022	1
23/03/2022	Budget information	21/04/2022	25/03/2022	2
24/03/2022	Drinking water quality data	22/04/2022	TBC	
26/03/2022	Fluoride measures	24/04/2022	06/04/2022	8




4. Visitor Information and Library Services

Performance Measures (Performance Measures in bold)



	Target	2021/22 YTD
Number of users of AA Agency Service is measured	>10,000	5,854
Percentage customers are satisfied with the Information Centre	>80%	
Number of items (including digital) issued annually	>40,000	38,975
% of library users satisfied with library services	>80%	
Number of people participating in library events and programmes	>1,200	1,197



Visitors/Users per service

Service	March	Year to date (2021/22)
 Information Services (brochures/maps/ event tickets etc)	118 ↑32	1,395
 Vehicle/Driver licensing	750 ↑54	5,854
 Programme and Events	93 ↑64	1,197

Library services - Items Issued

Service	March	Year to date (2021/22)
 In person	4,779 ↑397	38,975
 Online	591 ↑43	5,085

Programme/Event Users

Age group	March	Year to date (2021/22)
65+ Seniors	40 ↑2	195
18+ Adults	19 ↓13	205
13-17 Secondary School	0	2
5-12 Primary School	47 ↑47	632
<5 Pre-School	7 ↓6	95

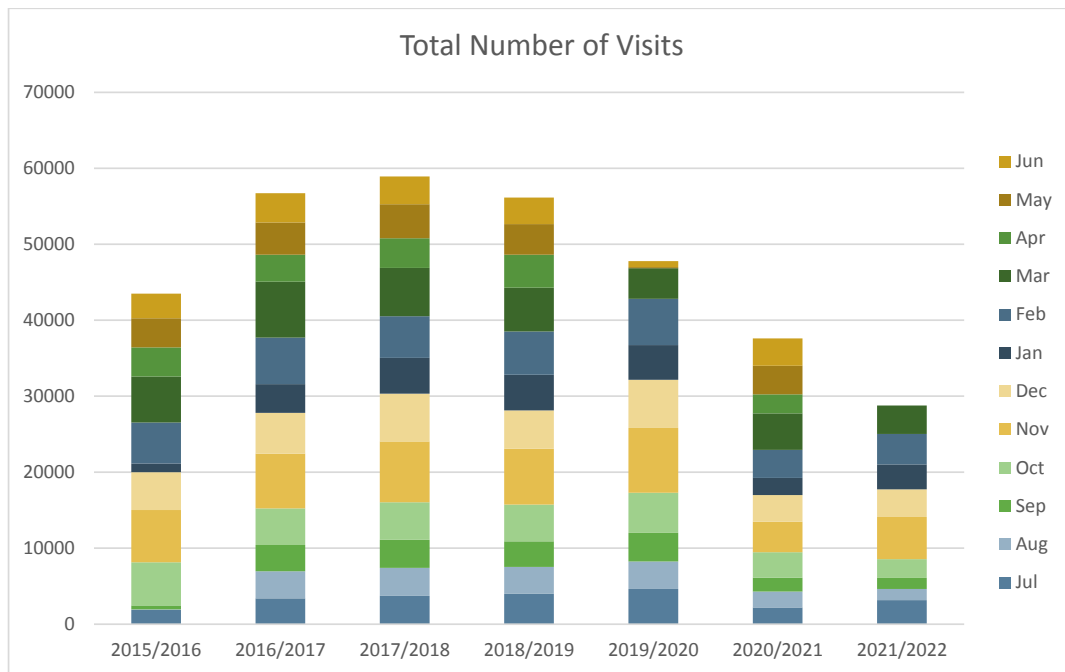
- Community engagement activity in March included STEAM classes run at St Joseph's Primary School with Year 7 and 8 students and visits to Whangamomona and to Marco School, Stepping Up classes. A craft pack for children was provided to celebrate Children's Day and St Patrick's Day. Six Stratford families were provided with Skinny Jump modems for low-cost broadband.
- Library and Information Centre staff continue to work in bubbles to provide continuity of service. This has been successful in terms of no reduction in hours or services. Officers continue to promote digital services as well as click and collect and housebound services. Our ebook and audiobook platform continues to show sustained increased use – up 76% since February 2020. This is provided in a consortia model with 20 other Lower North Island libraries. Programmes such as Story Time and Better Digital Futures continue in person but off-site to maintain staff bubbles.
- The Community Engagement Librarian has planned a community art project to mark Anzac Day involving the creation and distribution of take home packs for groups and individuals to make poppies to be displayed in the library.
- The Whakaahurangi Stratford i-SITE achieved the Qualmark quality assurance for 2022. This involved an on-site inspection and staff interview. This was the first inspection since co-location.

5. Pool Complex

Level of Service Category	Performance Measure	Target	2020/21 YTD
The pool complex will be a safe place to swim	Number of reported accidents, possible accidents and similar incidents per annum (pa).	<80	19
	Compliance with NZS5826:2010 NZ Pool Water Quality Standards	100%	100%
	PoolSafe accreditation is met	100%	100%
The pool facilities meet demand	Percentage of pool users are satisfied with the pool	>80%	
	Number of pool admissions per annum	>55,000	28,779

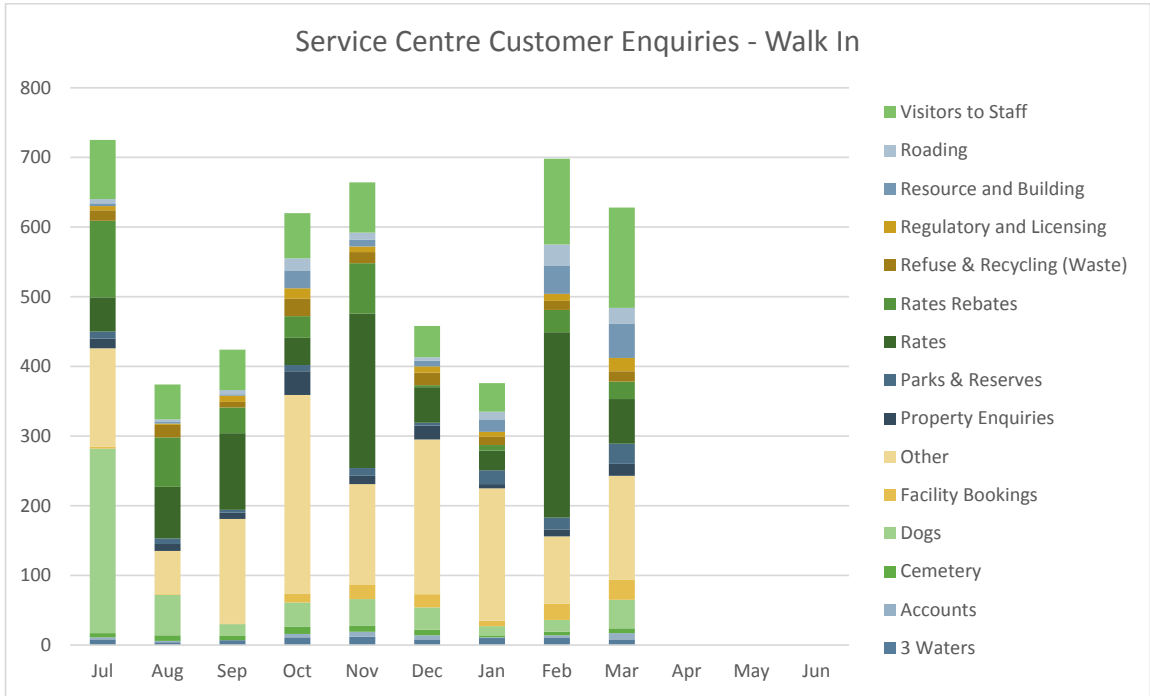
5.1 Highlights for March

- 3,157 patrons came through the pool facility in March 2022.
- We have been hosting Austswim courses to train a new generation of swim instructors in the community.
- A number of school lesson bookings were cancelled due to Covid-19 outbreaks within the community.
- The month did finish off strong with a number of swim meets and triathlon bookings.
- Children’s Day, held on 6 March, saw 60 patrons come in for a fun swim.
- The hours of operation changed over the weekends due to team members needing to isolate.
- Recruitment was undertaken, with a number of youth and young adults enrolled to complete lifeguard training in April.



6. Service Centre

Call data is unavailable this month as a new phone system has been implemented to allow Service Centre staff to answer calls while working remotely. It is anticipated that the reporting function will be available next month.



Kate Whareaitu
Director - Community Services

Sven Hanne
Chief Executive

Date: 19 April 2022

MONTHLY REPORT

Environmental Services Department



F19/13/04 – D22/10689

To: Policy and Services Committee
From: Director – Environmental Services
Date: 26 April 2022
Subject: Environmental Services Monthly Report – March 2022

Recommendation

THAT the report be received.

/_____
Moved/Seconded

This report presents a summary of the monthly progress and highlights for the main areas of activity within the Environmental Services department. The Long-Term Plan 2021-2031 sets the performance measures and this report presents progress to date against the target for each performance measure.

1. Overview

Thirty-eight applications for building consents were received in March 2022. These included:

- Thirteen new dwellings, sixteen log fires, one pole shed, one accessory building, one relocation, one sewage disposal system, two residential alterations/additions, one new commercial building and two commercial alterations/additions (one of these being the upgrade to Mount Egmont Mountain Lodge).
- Not included in the monthly figure are a further eight amendments, one exemption from requiring a building consent, two applications for Certificates of Acceptance and an amusement device application for a climbing wall for 2 local schools.

March is often a busy month with stable weather conditions for building. This year officers have been busy in terms of new applications for all types of consents, but demand for building consent inspections has remained quite variable as material shortages continue to challenge the industry. This is fuelling the number of applications for new consents that officers are receiving as builders who are affected by material shortages on one job look to have other jobs consented so they can keep on working. Officers have also noticed an increase in applications for Land Information Memoranda as the property market shows some early signs of stabilising.

2. Strategic/Long Term Plan Projects

Work on the joint New Plymouth District Council and Stratford District Council Local Alcohol Policy started late last year and is still in an information gathering phase. Work on the formal part of the process will start later this year.

The last remaining road naming and numbering project relates to Pembroke Road which will be addressed following the completion of the Gambling Venues and TAB Venue Policies.

3. Dashboard – All Business Units

3.1 The following table summarises the main licencing, monitoring and enforcement activity across the department for the month:

Activity	Result Mar
Building Consent Authority	
Building Consent Applications	38
Building Consents Issued	32
Inspections completed	130
Code Compliance Certificate Applications	15
Code Compliance Certificates Issued	12
Code Compliance Certificates Refused	1
Number of Building Consents Received in Hard Copy	0
Number of Buildings Consents Received Digitally	38
Building Act Complaints received and responded to	0
Planning	
Land Use Consents Received	4
Land Use Consents Granted	5
Subdivision Consents Received	6
Subdivision Consents Granted	8
223/224 Applications Received	3
223/224 Applications Granted	7
Resource Consent Applications Received in Hard Copy	3
Resource Consent Applications Received in Digital Form	7
Resource Consent Placed on Hold or Returned	7
LIM's Received	7
LIM's Granted	6
Environmental Health	
Registered Premises Inspected for Compliance under the Food or Health Act	12
Health or Food Act Complaints Received and responded to	1
Licensed Premises Inspected for Compliance under the Sale & Supply of Alcohol Act.	0
Certificates and Licence Applications received under the Sale and Supply of Alcohol Act	10
Bylaw Complaints Received and responded to	24
Dog Complaints Received and responded to	30

4. Key Performance Indicators – All Business Units

4.1 Building Services

Level of Service	Performance Measures	Targets	Status
To process applications within statutory timeframes.	Percentage of building consent applications processed within 20 days.	100%	100% The average processing time for March 2022 was 7.6 days.
	Percentage of inspection requests completed within 24 hours of request.	100%	100% All of the 130 inspections were undertaken within 24 hours of request.
	Percentage of code compliance certificate applications determined within 20 working days.	100%	100% 12 of 12 CCC's issued were issued within 20 working days.
To process LIMs within statutory timeframes	% of LIMs processed within statutory timeframes.	100%	100%
To retain registration as a Building Consent Authority.	Current registration	Confirmed	Achieved.
Service meets customer expectations.	Percentage of customers using building consent processes are satisfied with the service provided.	>80%	The customer service survey will be undertaken later in the year.

4.2 Planning and Bylaws

Level of Service	Performance Measure	Target	Status
To promote the sustainable management and use of land and public spaces.	To undertake a comprehensive review of the district plan, with notification within statutory timeframes.	N/A in Year 1	Not required at this time.
	To undertake a systematic review of bylaws and related policies as they reach their statutory review dates.	100% review within timeframes	Polices and bylaws for review have been identified and are currently in progress, beginning with bylaws.
To process resource consents within statutory timeframes.	% of non-notified applications processed within 20 working days.	100%	100%
	% of notified applications processed within legislated timeframes for notification, hearings and decisions.	100%	100%
	% of S223 and S224 applications processed within 10 working days.	100%	100%
Service meets customer expectations.	Percentage of customers using resource consent processes are satisfied with the service provided	>80%	The customer service survey will be undertaken later in the year.

4.3 Community Health and Safety

Level of Service	Performance Measure	Target	Status
To fulfil obligations to improve, promote and protect public health	Percentage of registered premises registered under the Food Act, Health Act, Beauty and Tattoo Bylaw, to be inspected for compliance.	100%	100%
	Health nuisance and premise complaints are responded to within 1 working day.	100%	100%
To fulfil obligations as a District Licensing Committee	Percentage of licensed premises inspected.	100%	100%
	Percentage of applications processed within 25 working days (excluding hearings).	100%	100%
To monitor and enforce bylaws	Percentage of complaints responded to within 2 hours.	100%	100%
To ensure dogs are controlled	Percentage of known dogs registered	95%	97.5%
	Percentage of dog attack/wandering dog complaints responded to within an hour	100%	98.77%

5. Detailed Reporting Building Services

5.1 Building Control Authority (“BCA”)

5.1.1 Compliance/Notices to Fix issued as a BCA
No Notices to Fix were issued by the BCA in March 2022.

5.1.2 Lapsed Consents
Section BC5 of the Quality Management System requires the BCA to check the files to identify consents issued 10 months previously, against which no inspections have been recorded. The check has been undertaken and no building consents have lapsed and no warning letters were issued in March 2022

5.1.3 Regulation 6A Compliance Dashboard
Clause 6A of the Accreditation Regulation requires BCAs to notify the Ministry of Business Innovation and Enterprise (“MBIE”) if any of the following incidents occur:

Incident	Occurrence this month
A significant change in the legal, commercial, or organisational status of the building consent authority or the wider organisation in which it operates:	Nil
The departure of the building consent authority’s authorised representative or responsible manager:	Nil
In any one quarter of a calendar year, a reduction of 25% or more of employees doing technical jobs who are not replaced with employees who have equivalent qualifications and competence:	Nil
A transfer under section 233 or 244 of the Act of (i) 1 or more functions of the building consent authority to another building consent authority: (ii) 1 or more functions of another building consent authority to the building consent authority:	Nil
An arrangement being made under section 213 of the Act for— (i) another building consent authority to perform a significant amount of the functions of the building consent authority: (ii) the building consent authority to perform a significant amount of the functions of another building consent authority:	Nil
A material amendment to the building consent authority’s policies, procedures, or systems required by these regulations.	Nil

5.1.4 Training needs analysis
Training plans were updated in March identifying areas of training required as ongoing development. No formal dates for required training have been set in place, due to still operating under a split shift system.

5.1.5 Internal audit/external audit timetable
At the time of writing this report officers are currently awaiting confirmation of the clearance of the final two outstanding GNC's in relation to the IANZ audit. These should be cleared by the time the report is presented. The next audit is scheduled for November 2023.

5.2 Territorial Authority

5.2.1 Compliance Schedules/Building Warrants of Fitness
Two existing Compliance Schedules were amended and issued in March 2022. No notifications were issued for Warrant of Fitness renewal.

5.2.2 Earthquake Prone Buildings
Officers have mostly completed the desktop study into identifying earthquake prone buildings in the Stratford district including priority buildings, which are required to be identified by 1 July 2022. A review of Civil Defence buildings is yet to be completed. The next stage is to map the findings into our GIS mapping as this will help identify any areas that have been missed from the desktop study.

5.2.3 Swimming Pools
Officers have recommenced undertaking residential swimming pool inspection as required once every three years by legislation. 6 inspections were completed in March 2022.

5.2.4 Non-Standard Site Register Maintenance
No new sites were added to the non-standard site register in March 2022.

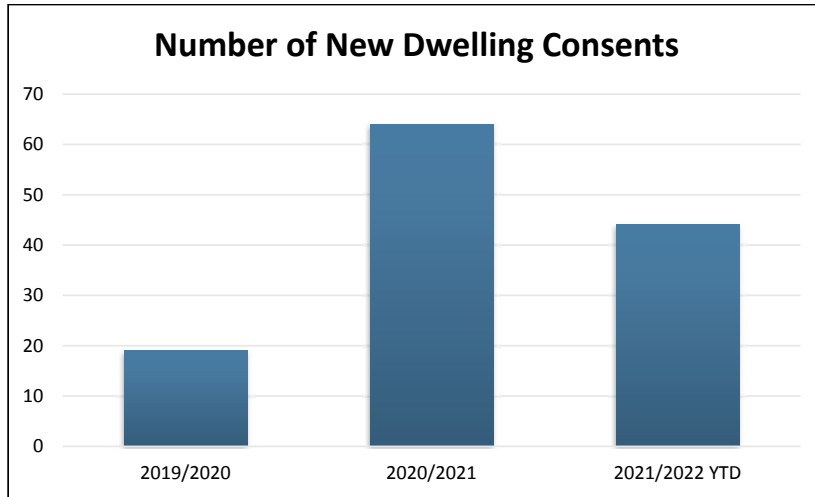
5.2.5 Notices to Fix/Other Compliance as a Territorial Authority
No Notices to Fix were issued by the Territorial Authority in March 2022.

5.3 Trends Analysis

5.3.1 Consents applied for by type:

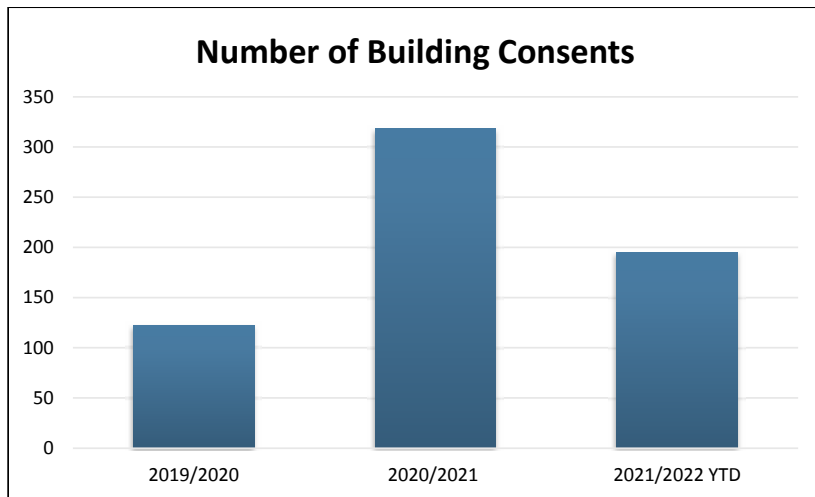
Type	Mar 2022	Mar 2021	2021/2022 Year to Date	2020/2021 Whole Year
New Dwellings	13	6	31	64
Relocated dwellings	1		4	19
Relocated buildings other than dwellings			0	1
Fires	16	8	42	86
Pole sheds/accessory buildings	2	6	32	48
Additions/alterations – residential	2	4	18	40
New Commercial buildings	1		8	7
Additions/alterations – commercial	2	1	11	19
Other/miscellaneous	1	2	11	29
Certificate of Acceptance (not in total)	2		7	5
Total/s	38	27	157	318

New House indicator by year



Year	New Dwellings
2019/2020	19
2020/2021	64
2021/2022 YTD	44

Consent numbers by year



Year	Building Consents
2019/2020	122
2020/2021	318
2021/2022 YTD	195



Blair Sutherland
Director, Environmental Services



[Approved]
Sven Hanne
Chief Executive

Date: 19 April 2022

MONTHLY REPORT

Corporate Services Department



F19/13 – D22/12874

To: Policy and Services Committee
From: Director – Corporate Services
Date: 26 April 2022
Subject: Corporate Services Monthly Report – March 2022

Recommendation

THAT the report be received.

THAT the Committee acknowledges that the Investment with Counterparty limit breach has been authorised by the Chair of the Audit and Risk Committee, and the Chief Executive or Mayor, in accordance with the Treasury Management Policy.

 Moved/Seconded

1. Financial Management

Reports attached, as at 31 March 2022, are:

- 1) Statement of Comprehensive Revenue and Expenses
- 2) Balance Sheet
- 3) Expenditure and Revenue by Activity
- 4) Capital Expenditure Report
- 5) Treasury Report
- 6) Cashflow Forecast
- 7) Debtors Report

1.1 Summary of Financial Results and Progress

Operational Results – March 2022 YTD

Revenue

Total Operating Revenue for the year to date is over budget by \$402,336, at \$17,154,711. This is despite the roading subsidy being under budget by \$143,401 – budgeted revenue was not adjusted for the reduction in Waka Kotahi subsidy. User charges revenue is \$191,721 over budget, and farm milk revenue is over budget by \$157,922.

Extraordinary Revenue is \$892,797 higher than year to date budget, at \$6,277,047. Grant funding received is \$599,826 over budget. Financial contributions received to date total \$229,428 – these are not budgeted for as the revenue transfers directly to the Financial Contributions reserve and does not affect rates.

Expenditure

Operating Expenditure is over budget by \$557,030, at \$11,749,992. Despite personnel costs being under budget, other direct operating costs are \$636,613 over budget due to the following:

- Roading expenditure is \$353,600 over budget, this includes unsubsidised expenditure.
- Building control expenditure is \$153,525 over budget for the year to date (revenue over by \$80,022).
- Solid waste (rubbish and recycling) is over budget by \$78,550 as a result of increased disposal costs for rubbish and recycling.
- Parks and Reserves is over budget by \$40,554 due to unplanned response work.

- TSB Pool budget is over budget by \$46,476. This is due to pool revenue being lower than budget due to Covid-19, and staff salaries being over budget by \$38,163.

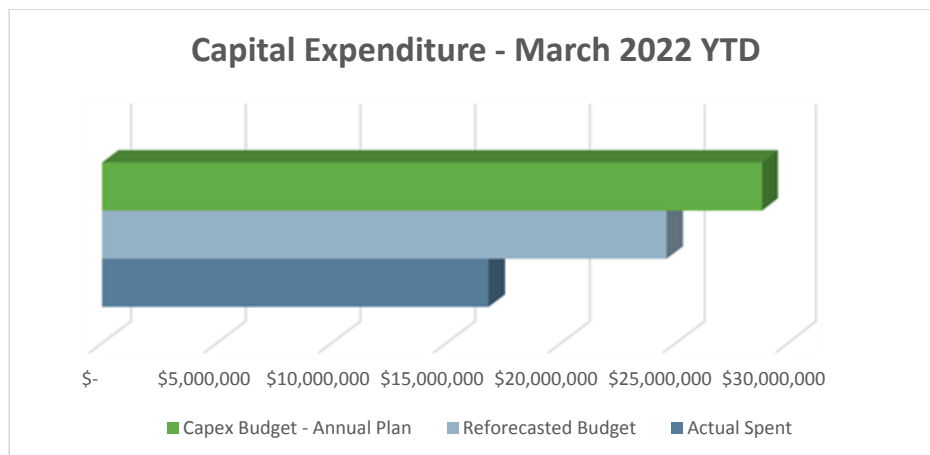
Other Operating Expenditure is over budget by \$412,115. This is largely due to a permanent increase in depreciation due to the revaluation of infrastructure assets at the start of this financial year – the significant increase in asset values was unanticipated.

1.2 Capital Expenditure Report

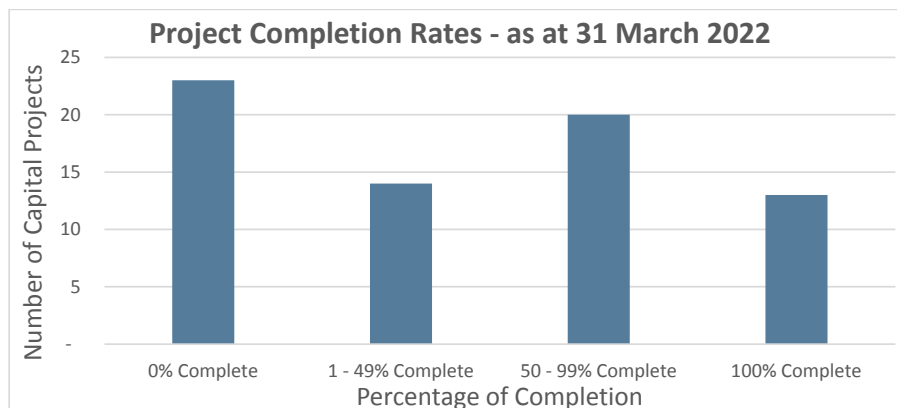
Total capital expenditure funds available for the year is **\$28,815,946**, after adjusting for changes to approved roading expenditure. Of this, \$5,826,408 is for replacing existing assets, \$21,789,538 is for new assets or improving existing assets, and \$1,200,000 is to cater for district growth.

Total actual capital expenditure for the year to date, is \$16,840,046.

At this stage, it is expected that a total of \$24,597,77 will be spent in this financial year, being a projected underspend for the year of \$4,218,169.



Data on project completion rates has begun to be collected on each individual project. Rather than tying this back to percentage of funds spent – the project completion percentage relates to delivering on the scope of the project budgeted for, and whether it has started, and if it has, whether it is more or less than halfway complete, or if the project is now 100% complete. Initial project completion rate estimates have been graphed below (note Council has 70 capital projects listed). The graph shows that 23 projects have not yet started, and 13 projects are now fully complete, with the majority of the remainder, over 50% complete.



Refer to the capital expenditure report for a status update on each individual capital project.

1.3 Treasury Management

Gross Council debt as at 31 March 2022 was \$22,200,000. Net debt was \$10,020,000 after taking into account \$5,000,000 on term deposits with registered New Zealand banks, and the \$7,180,000 loan to the Stratford A&P Association.

All Council debt, made up of Local Government Funding Agency ('LGFA') loans, is 100% fixed. The next fixed rate maturing is in April 2022, for a \$2,000,000 loan fixed at 2.81%.

In April, \$12,000,000 was borrowed through the LGFA as follows:

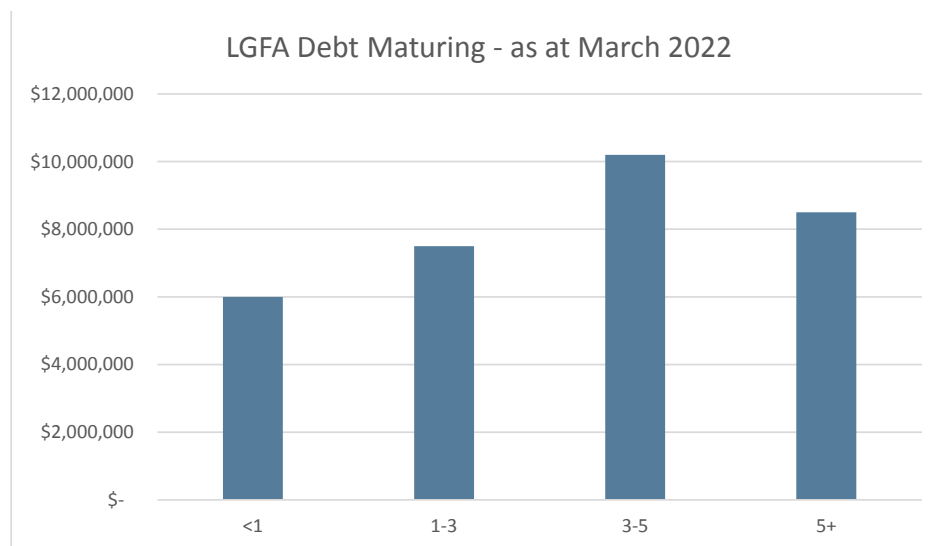
- \$2,000,000 for 9 years at 4.30%
- \$2,000,000 for 6 years at 4.26%
- \$2,000,000 for 5 years at 4.17%
- \$6,000,000 for 120 days at 2.08%

The new weighted average interest rate after the April borrowings is now 2.51%, with the average loan term being 5.9 years.

Of the funds borrowed in April, \$2,000,000 was used to repay a maturing loan, and \$5,000,000 was reinvested with NZ registered bank/s as follows:

- \$3,000,000 for 120 days at 2.25%
- \$2,000,000 for 148 days at 2.45%

This will put Council's net debt at \$14,020,000, and gross debt at \$32,200,000. This compares to a budgeted gross debt figure in the Long Term Plan 2021-31 of \$36,521,000. Of the gross debt, over \$10,000,000 relates to the Three Waters Activities, and \$7,180,000 relates to the A&P Association loan.



It is expected that Council will carry a minimum of \$6,000,000 of term deposits to cover reserves¹, additionally surplus cash on hand will be invested for an appropriate term if it does not put Council in short term liquidity risk. In March 2022, Council was short of cash and did not reinvest the term deposit that matured in March but instead retained the funds to assist with funding cash outgoings, and therefore only had \$5,000,000 invested. The \$1,000,000 will be reinvested in April.

¹ As at 1 July 2021, reserves balances totalled \$8,010,641 including General Asset Renewals Reserve \$5,196,401, Contingency Reserve \$504,500, Council Created Reserves \$1,440,343, Targeted Rate Reserves \$94,906, and Financial Contributions Reserve \$722,624.

All internal, and Local Government Funding Agency (“LGFA”), covenants were met as at 31 March 2022, except for the Maximum Investment with Counterparty limit. This limit has been breached as Council officers assessed the risk of doing so, against the benefit of the higher interest rates received and found that the risk of the bank defaulting was low – the term deposits are all with Westpac bank. The Chair of the Audit and Risk Committee and the District Mayor or Chief Executive approves any breach on the day of the investment being made, in line with Council’s Treasury Management Policy.

	Actual	Policy
Actual Fixed Debt	100%	>60%
Actual Floating Debt	0%	<60%
Fixed 1-3 years	23%	10-60%
Fixed 3-5 years	32%	10-60%
Fixed >5 years	26%	5-60%
Debt Matures 1-3 years	23%	10-60%
Debt Matures 3-5 years	32%	10-60%
Debt Matures > 5 years	26%	10-60%
Debt Servicing to Revenue Ratio	2%	<10%
Net Debt to Revenue Ratio	56%	<130%
Liquidity Ratio	178%	>110%
Net Debt per Capita	\$ 1,520	<\$3,000
Net Debt per Ratepayer	\$ 3,171	N/A
Maximum Investment with Counterparty	\$ 10,000,000	\$ 4,000,000

Cashflow Forecast

Due to the significant cash injection in April from borrowing an additional \$10,000,000 of gross debt through the LGFA, Council expects to have sufficient cash on hand over the next 12 months for short term cashflow needs, and to fund the anticipated capital program.

2.0 Revenue Collection

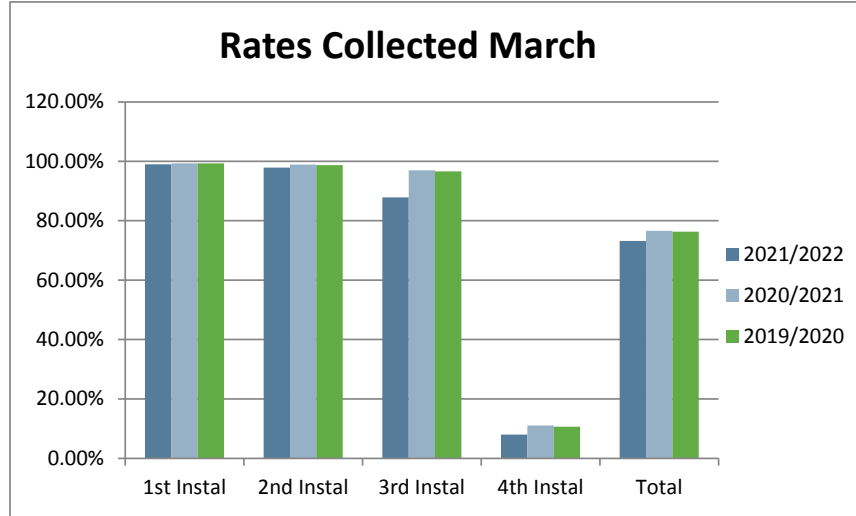
2.1 Rates

Rates Arrears (owing from 2020/21 year and earlier) \$29,757

As at 31 March 2022, 86% of rates in arrears have been collected since 1 July 2021 (2020: 92%). All properties with registered mortgages have had letters sent to their bank, some are using finance companies which are harder to get timely compliance with for payment of overdue rates. Also, more ratepayers are choosing to enter into payment arrangements, eg direct debits, for rates arrears rather than Council requesting payment from the mortgagor. There are two properties in arrears that are currently up for sale. Council will receive the outstanding arrears upon transfer of ownership.

Current Year Rates

As at 31 March 2022, 73% of rates had been collected (2020:77%). Rates collection is noticeably less than in previous years for the year to date, and it is likely that the pressures from the cost of living is taking an effect on ratepayer’s payment priorities and ability to pay. The increase in the presence of Covid-19 in the district may also have had an effect on the ability of ratepayers to make payment. The Revenue Manager has been undertaking normal actions to remind ratepayers of their outstanding payments, and to remind them of the various payment methods.



2.2 Outstanding Debtors

Of the total debtors outstanding as at 31 March 2022 of \$1,765,101, 8%, or \$133,662 was overdue. Total infringements is all overdue at \$56,823, and overdue rates of \$29,757 make up the majority of the remaining overdue debtors.

3.0 Information Technology and Records

3.1 IT Update

- Additional Debtor invoicing capabilities for Environmental Services functions have been implemented, streamlining the invoicing process. This will save a considerable amount of time and eliminate user error for LIMS, Amendments, Swimming Pool and Compliance Scheduled invoicing.
- Plans are underway to directly connect the new pool complex as well as the War Memorial Hall via private fibre, and DataTalk has been selected to carry out the work within the next 4-6 weeks. This will provide a fast, secure and reliable connection between the sites, which will have more 5 times more technology demands than the old complex.

3.2 Information Management Update

- The digitisation of commercial property files is 73% complete, with Stratford High School and the Council Administration Building recently being digitised. Following completion, the rural property files will be worked on – of which there are about 700 property files yet to be digitised.
- A digital signing solution, Secured Signing, is going to be rolled out to Council staff, following training on use of the software. This will avoid the need to print documents for signing, and provide a secure and safe digital alternative that enables efficient document processing.
- A new project is being planned for digitizing, cataloguing and archiving the building plans that are currently loose in the archives room. An Information Management assistant is being recruited for this project, and will be funded from the Mayor’s Taskforce for Jobs Funding.



Tiffany Radich
Director, Corporate Services



Approved By:
Sven Hanne
Chief Executive

Date: 19 April 2022

Statement of Comprehensive Revenue and Expense

For the Year to Date - March 2022

	March '22 Actual YTD	March '22 Budget YTD	Variance YTD	Total Budget 2021/22	March '21 Actual YTD
Operating Revenue					
Finance Revenue	\$171,196	\$154,500	\$16,696	\$206,000	\$121,238
Waka Kotahi NZTA Rooding Subsidy	\$3,941,099	\$4,084,500	(\$143,401)	\$5,446,000	\$3,163,064
Rates Revenue - excl water consumption rate	\$10,319,302	\$10,180,500	\$138,802	\$13,574,000	\$9,741,632
Water Supply - Consumption Charge	\$315,699	\$282,000	\$33,699	\$376,000	\$303,341
Sundry Revenue	\$44,747	\$37,850	\$6,897	\$46,000	\$43,466
Farm Milk Proceeds	\$509,747	\$351,825	\$157,922	\$469,100	\$415,573
User Charges for Services	\$1,852,921	\$1,661,200	\$191,721	\$2,074,100	\$1,725,663
Total Operating Revenue	\$17,154,711	\$16,752,375	\$402,336	\$22,191,200	\$15,513,977
Extraordinary Revenue					
Grant Funding	\$5,984,076	\$5,384,250	\$599,826	\$7,179,000	\$5,020,465
Financial Contributions	\$229,428	\$0	\$229,428	\$0	\$40,761
Sale of land	\$0	\$0	\$0	\$0	\$2,588,528
Other Revenue	\$51,055	\$0	\$51,055	\$0	\$0
Dividends	\$12,488	\$0	\$12,488	\$19,800	\$4,081
Total Extraordinary Revenue	\$6,277,047	\$5,384,250	\$892,797	\$7,198,800	\$7,653,835
Total Revenue	\$23,431,758	\$22,136,625	\$1,295,133	\$29,390,000	\$23,167,812
Operating Expenditure					
Personnel Costs	\$3,534,667	\$3,614,250	\$79,583	\$4,819,000	\$3,208,768
Other Direct Operating Costs	\$8,215,325	\$7,578,712	(\$636,613)	\$10,029,200	\$7,429,689
Total Operating Expenditure	\$11,749,992	\$11,192,962	(\$557,030)	\$14,848,200	\$10,638,457
Other Operating Expenditure					
Loss (gain) on disposal of assets	\$699	\$0	(\$699)	\$0	\$6,295
Depreciation	\$3,883,633	\$3,495,000	(\$388,633)	\$4,660,000	\$3,382,175
Finance Costs	\$361,977	\$357,750	(\$4,227)	\$477,000	\$322,289
Cost of sales - residential subdivision	\$0	\$0	\$0	\$0	\$610,216
Sundry Expenditure	\$18,556	\$0	(\$18,556)	\$0	\$4,153
Total Other Expenditure	\$4,264,865	\$3,852,750	(\$412,115)	\$5,137,000	\$4,325,128
Total Expenditure	\$16,014,857	\$15,045,712	(\$969,145)	\$19,985,200	\$14,963,585
Net Surplus (Deficit)	\$7,416,901	\$7,090,913	\$325,988	\$9,404,800	\$8,204,227
Other Comprehensive Revenue and Expense					
Gain/(Loss) on Infrastructure Revaluation	\$27,958,982	\$0	\$27,958,982	\$7,708,000	\$0
Total Other Comprehensive Revenue and Expense	\$27,958,982	\$0	\$27,958,982	\$7,708,000	\$0
TOTAL COMPREHENSIVE REVENUE AND EXPENSE FOR THE YEAR	\$35,375,883	\$7,090,913	\$28,284,970	\$17,112,800	\$8,204,227
<i>Capital Revenue/Expenditure is made up of:</i>					
NZTA Funding for Rooding capital projects	\$2,233,801	\$2,655,698			
Provincial Growth Funding	\$5,984,076	\$5,384,250			
Community Grants and Donations	\$0	\$0			
	\$8,217,877	\$8,039,948			
Adjusted Net Surplus	(\$800,976)	(\$949,035)	\$148,059		

Statement of Financial Position

As at 31 March 2022

	March '22 Actual YTD	March '21 Actual YTD
Assets		
Current Assets		
Cash and Cash Equivalents	\$432,585	\$1,097,891
Short Term Deposits	\$5,000,000	\$9,000,000
Receivables	\$1,765,101	\$3,900,532
Prepayments	\$9,661	\$6,358
LGFA Borrower Notes	\$32,000	\$56,000
Current Assets Total	\$7,239,347	\$14,060,781
Non-Current Assets		
Investment in Other Financial Assets		
LGFA Borrower Notes	\$415,000	\$372,000
Shares	\$681,575	\$672,534
Loan to Stratford A and P Association	\$7,180,000	\$7,180,000
Trust Settlements	\$110	\$110
Work in Progress	\$24,264,308	\$7,995,119
Property, Plant & Equipment / Intangibles	\$391,872,874	\$325,525,193
Non-Current Assets Total	\$424,413,867	\$341,744,956
Assets Total	\$431,653,214	\$355,805,737
Liabilities & Equity		
Equity		
Renewal Reserves	\$4,509,727	\$3,592,878
Contingency Reserve	\$504,500	\$504,500
Other Council Created Reserves	\$1,458,243	\$1,219,268
Restricted Reserves	\$1,015,566	\$692,020
Targeted Rate Reserves	\$854,562	\$548,782
Asset Revaluation Reserves	\$199,752,785	\$133,904,734
Retained Earnings	\$197,006,578	\$189,450,634
Equity Total	\$405,101,961	\$329,912,816
Liabilities		
Current Liabilities		
Borrowings (maturing less than one year)	\$2,000,000	\$3,500,000
Provision for Landfill Aftercare	\$6,766	\$10,858
Employee Entitlements	\$243,298	\$182,888
Payables and Deferred Revenue	\$4,082,754	\$2,904,676
Non-Current Liabilities		
Borrowings	\$20,200,000	\$19,200,000
Employee Entitlements	\$0	\$49,359
Provision for Landfill Aftercare	\$18,435	\$45,140
Liabilities Total	\$26,551,253	\$25,892,921
Liabilities & Equity Total	\$431,653,214	\$355,805,737

Expenditure and Revenue by Activity

For the Year to Date - March 2022

*Note: Expenditure excludes interest and depreciation allocated to each activity.

Revenue includes user charges, water revenue by meter, and sundry revenue as per Comprehensive report

	March '22 Actual YTD	March '22 Budget YTD	Variance YTD	Total Budget 2021/22	March '21 Actual YTD
Recreation and Facilities					
Aerodrome					
Expenditure	\$74,585	\$69,736	(\$4,850)	\$92,669	\$71,604
Revenue	\$20,291	\$20,250	\$41	\$27,000	\$16,314
Net cost of activity	\$54,294	\$49,486	(\$4,809)	\$65,669	\$55,290
Civic Amenities					
Expenditure	\$336,948	\$336,899	(\$50)	\$435,805	\$132,226
Revenue	\$22,484	\$38,250	(\$15,766)	\$51,000	\$31,567
Net cost of activity	\$314,464	\$298,649	(\$15,816)	\$384,805	\$100,659
Pensioner Housing					
Expenditure	\$63,049	\$62,713	(\$337)	\$80,684	\$52,963
Revenue	\$53,844	\$54,000	(\$156)	\$72,000	\$51,090
Net cost of activity	\$9,205	\$8,713	(\$493)	\$8,684	\$1,873
Library					
Expenditure	\$473,859	\$481,057	\$7,198	\$638,502	\$403,931
Revenue	\$67,016	\$10,500	\$56,516	\$14,000	\$32,351
Net cost of activity	\$406,843	\$470,557	\$63,714	\$624,502	\$371,580
Parks and Reserves					
Expenditure	\$492,182	\$451,629	(\$40,554)	\$599,545	\$412,740
Revenue	\$5,152	\$6,750	(\$1,598)	\$9,000	\$5,489
Net cost of activity	\$487,030	\$444,879	(\$42,152)	\$590,545	\$407,251
Cemeteries					
Expenditure	\$127,829	\$132,038	\$4,209	\$175,964	\$125,978
Revenue	\$101,114	\$69,075	\$32,039	\$92,100	\$89,617
Net cost of activity	\$26,715	\$62,963	\$36,248	\$83,864	\$36,361
TSB Pool Complex					
Expenditure	\$776,167	\$729,692	(\$46,476)	\$964,453	\$646,099
Revenue	\$126,914	\$173,250	(\$46,336)	\$231,000	\$152,720
Net cost of activity	\$649,253	\$556,442	(\$92,812)	\$733,453	\$493,379
Democracy and Corporate Support					
Expenditure	\$855,189	\$885,045	\$29,856	\$1,178,479	\$807,015
Revenue	\$125,926	\$96,183	\$29,743	\$116,000	\$123,653
Net cost of activity	\$729,263	\$788,861	\$59,598	\$1,062,479	\$683,362
Community Development					
Community Services					
Expenditure	\$381,107	\$349,738	(\$31,370)	\$471,650	\$453,564
Revenue	\$57,433	\$25,500	\$31,933	\$34,000	\$55,432
Net cost of activity	\$323,674	\$324,238	\$564	\$437,650	\$398,132
Economic Development					
Expenditure	\$426,533	\$463,488	\$36,955	\$617,717	\$347,732
Revenue	\$0	\$0	\$0	\$0	\$42,760
Net cost of activity	\$426,533	\$463,488	\$36,955	\$617,717	\$304,972
Information Centre					
Expenditure	\$160,341	\$196,919	\$36,578	\$261,630	\$218,996
Revenue	\$35,434	\$46,275	(\$10,841)	\$61,700	\$53,684

2022 - Policy & Services - April Open - Monthly Reports

*Note: Expenditure excludes interest and depreciation allocated to each activity.

Revenue includes user charges, water revenue by meter, and sundry revenue as per Comprehensive report

	March '22 Actual YTD	March '22 Budget YTD	Variance YTD	Total Budget 2021/22	March '21 Actual YTD
Net cost of activity	\$124,907	\$150,644	\$25,737	\$199,930	\$165,312
Rental Properties					
Expenditure	\$36,464	\$37,248	\$784	\$48,492	\$37,315
Revenue	\$21,901	\$26,250	(\$4,349)	\$35,000	\$22,684
Net cost of activity	\$14,563	\$10,998	(\$3,565)	\$13,492	\$14,631
Farm					
Expenditure	\$249,069	\$226,050	(\$23,019)	\$299,257	\$165,651
Revenue	\$509,747	\$351,825	\$157,922	\$469,100	\$415,573
Net cost of activity	-\$260,678	-\$125,775	\$134,903	-\$169,843	-\$249,922
Holiday Park					
Expenditure	\$1,308	\$1,380	\$72	\$1,840	\$1,267
Revenue	\$0	\$0	\$0	\$3,000	\$0
Net cost of activity	\$1,308	\$1,380	\$72	-\$1,160	\$1,267
Environmental Services					
Building Control					
Expenditure	\$724,393	\$570,868	(\$153,525)	\$760,594	\$545,130
Revenue	\$308,707	\$209,775	\$98,932	\$279,700	\$218,154
Net cost of activity	\$415,686	\$361,093	(\$54,593)	\$480,894	\$326,976
District Plan					
Expenditure	\$109,061	\$140,525	\$31,464	\$187,366	\$105,467
Net cost of activity	\$109,061	\$140,525	\$31,464	\$187,366	\$105,467
Resource Consents					
Expenditure	\$165,268	\$151,273	(\$13,995)	\$201,564	\$168,306
Revenue	\$81,176	\$57,000	\$24,176	\$76,000	\$71,083
Net cost of activity	\$84,092	\$94,273	\$10,181	\$125,564	\$97,223
Food and Health					
Expenditure	\$123,208	\$124,324	\$1,116	\$165,699	\$117,418
Revenue	\$27,086	\$15,000	\$12,086	\$30,000	\$26,299
Net cost of activity	\$96,122	\$109,324	\$13,202	\$135,699	\$91,119
Alcohol Licensing					
Expenditure	\$80,051	\$82,015	\$1,964	\$109,287	\$78,967
Revenue	\$26,955	\$24,525	\$2,430	\$32,700	\$26,044
Net cost of activity	\$53,096	\$57,490	\$4,394	\$76,587	\$52,923
Parking and Other Bylaws					
Expenditure	\$111,117	\$96,083	(\$15,034)	\$128,111	\$98,256
Revenue	\$652	\$750	(\$98)	\$1,000	-\$827
Net cost of activity	\$110,465	\$95,333	(\$15,132)	\$127,111	\$99,083
Animal Control					
Expenditure	\$149,804	\$161,063	\$11,259	\$214,751	\$143,646
Revenue	\$141,281	\$141,500	(\$219)	\$141,500	\$138,212
Net cost of activity	\$8,523	\$19,563	\$11,040	\$73,251	\$5,434
Civil Defence					
Expenditure	\$282,207	\$281,276	(\$931)	\$332,741	\$186,662
Net cost of activity	\$282,207	\$281,276	(\$931)	\$332,741	\$186,662
Assets					
Roading					
Expenditure	\$3,289,839	\$2,936,239	(\$353,600)	\$3,904,319	\$2,912,945
Revenue	\$4,461,241	\$4,656,750	(\$195,509)	\$6,079,000	\$3,637,986

2022 - Policy & Services - April Open - Monthly Reports

*Note: Expenditure excludes interest and depreciation allocated to each activity.

Revenue includes user charges, water revenue by meter, and sundry revenue as per Comprehensive report

	March '22 Actual YTD	March '22 Budget YTD	Variance YTD	Total Budget 2021/22	March '21 Actual YTD
Net cost of activity	-\$1,171,402	-\$1,720,511	(\$549,109)	-\$2,174,681	-\$725,041
Stormwater					
Expenditure	\$156,459	\$145,917	(\$10,542)	\$194,556	\$129,110
Revenue	\$0	\$0	\$0	\$0	\$0
Net cost of activity	\$156,459	\$145,917	(\$10,542)	\$194,556	\$129,110
Wastewater (Sewerage)					
Expenditure	\$436,474	\$516,575	\$80,101	\$705,535	\$485,956
Revenue	\$43,087	\$54,675	(\$11,588)	\$72,900	\$40,712
Net cost of activity	\$393,387	\$461,900	\$68,513	\$632,635	\$445,244
Solid Waste					
Expenditure	\$709,668	\$631,118	(\$78,550)	\$840,418	\$665,376
Revenue	\$111,073	\$80,625	\$30,448	\$107,500	\$97,169
Net cost of activity	\$598,595	\$550,493	(\$48,102)	\$732,918	\$568,207
Water Supply					
Expenditure	\$957,813	\$932,059	(\$25,754)	\$1,236,572	\$801,054
Revenue	\$315,699	\$282,000	\$33,699	\$376,000	\$303,341
Net cost of activity	\$642,114	\$650,059	\$7,945	\$860,572	\$497,713
Total Activity Expenditure	\$11,749,992	\$11,192,962	(\$557,030)	\$14,848,200	\$10,315,374
Total Activity Revenue	\$6,664,213	\$6,440,708	\$223,505	\$8,411,200	\$5,651,107
Net Cost of Activities	\$5,085,779	\$4,752,254	(\$333,525)	\$6,437,000	\$4,664,267

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CAPITAL EXPENDITURE SUMMARY BY ACTIVITY AS AT 31 MARCH 2022

Grant funded

Council Activity	Project Description	2021/22 Long Term Plan Budget (a)	Available from other sources (b)	Total Funds Available (a + b)	2021/22 Actual Expenditure YTD	Projected year end forecast	2021/22 Projected under/(over) spend	Project Completion %	Expected Project Completion Date	Status of each Project
GROWTH - to meet additional demand										
Economy	Proposed Council subdivision	1,200,000	0	1,200,000	6,025	1,200,000	0	0%	By 30 June 2022	Currently considering viability of a residential subdivision and scoping two possible location options. At this stage, Council intends to go ahead with the subdivision as per original elected members decision.
Total Growth Expenditure		1,200,000	0	1,200,000	6,025	1,200,000	0			
LEVEL OF SERVICE - to improve the level of service on an existing asset or provide an additional asset to increase a service level										
Roading	Road to zero	0	905,000	905,000	63,886	905,000	0	10%	By 30 June 2022	Opunake Rd/Palmer Rd contract works commence 19 April. Roadside barrier contract in draft. Active warning signs ordered awaiting delivery from China. Swansea Rd safety project out to tender in April.
Roading	Walking and Cycling Strategy - footpath improvements	350,000	-213,500	136,500	0	80,000	56,500	0%	Proposed Carry-Forward	Funding request declined by Waka Kotahi (NZTA), however Council will spend it's share of the cost on the Fenton Street Shared Use Footpath / Cycleway.
Stormwater	Reticulation Capacity Increase	135,000	0	135,000	62,828	80,000	55,000	50%	Proposed Carry-Forward	Unbudgeted reticulation capacity increase required at Achilles Street due to increased stormwater flows from recent Brecon Road subdivision, and the project scope is currently being defined. Work is also required at Miranda Street.
Stormwater	Safety improvements	117,370	0	117,370	0	10,000	107,370	0%	Proposed Carry-Forward	Works scheduled for rock armouring of a storm water culvert off Pembroke Road
Wastewater	Reticulation capacity increase	150,000	0	150,000	75,860	80,000	70,000	50%	Proposed Carry-Forward	The re-lining of Broadway is complete, and the balance of funds is currently being programmed
Wastewater	Inflow and infiltration programme	150,000	0	150,000	0	40,000	110,000	0%	Proposed Carry-Forward	The three year contract programme is currently being written however unable to get a contractor until July at the earliest. The wastewater network is having camera work undertaken to identify further infiltration hotspots, which will be undertaken this financial year.
Wastewater	Treatment plant upgrade	500,000	0	500,000	31,458	75,000	425,000	6%	Proposed Carry-Forward	The consultant is designing the final programme of works, and the sample programme has commenced. However, full upgrade works won't commence until after July 2022.
Water Supply	Water meter upgrade - change existing to electronic meters	258,000	0	258,000	22,570	75,000	183,000	20%	Proposed Carry-Forward	200 meters have been procured this year and are to be installed to replace existing meters.
Water Supply	Electronic water reading software	91,500	0	91,500	25,092	30,000	61,500	75%	By 30 April 2022	Software and associated hardware has been delivered. Budget was significantly overestimated.
Water Supply	Zoning	30,000	0	30,000	128,706	140,000	(110,000)	98%	By 30 April 2022	Pressure reducing valves have been commissioned; alterations to one cabinet was required; and asset tags are being installed.

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Council Activity	Project Description	2021/22 Long Term Plan Budget (a)	Available from other sources (b)	Total Funds Available (a + b)	2021/22 Actual Expenditure YTD	Projected year end forecast	2021/22 Projected under/(over) spend	Project Completion %	Expected Project Completion Date	Status of each Project
Water Supply	Second trunkmain	1,400,000	0	1,400,000	1,222,597	2,040,000	(640,000)	90%	By 30 June 2022	Stage 1 (construction of pipework from Brecon Road to Hunt Road Extension) contract has been awarded and has commenced. Stage 2 and 3 - final design is nearly complete. To meet central government timeframes, and in accordance with the Council resolution to suspend elements of the procurement policy to facilitate certain central government funded projects, contractor selection for Stages 2 & 3 is expected to be by direct appointment. Stages 2 and 3 are expected to start sometime in April. Council, by resolution in March 2022, approved additional funding of \$640,000 for the completion of this project.
Parks and Reserves	Broadway Roundabout Gardens upgrade	60,000	0	60,000	0	60,000	0	0%	By 30 June 2022	On hold as liaising with Community Services regarding the town centre plan.
Parks and Reserves	Adrian Street Fort demolition	2,000	0	2,000	0	0	2,000	0%	Not required	This has been done but as it was less than the capital expenditure minimum of \$2,000 it is being treated as operating expenditure.
Parks and Reserves	Park signage	0	0	0	5,347	5,347	(5,347)	100%	Completed	This was outstanding expenditure incurred in the previous financial year.
Parks and Reserves	Trees of Significance - Walkway	35,000	0	35,000	0	35,000	0	0%	By 30 June 2022	Currently liaising with stakeholders, including Iwi, DOC and the Youth Council. Quotes are being obtained for clearing of shrubs and pathways. Work is due to commence by the end of April 2022
Parks and Reserves - Cemetery	Public Toilets Water tank	0	0	0	2,934	3,500	(3,500)	70%	By 30 June 2022	Tank has been received but not installed as awaiting quote. This is a larger tank than the previous one, to ensure there is sufficient water storage for the summer months.
Parks and Reserves	Victoria Park improvements (including bike park and half basketball court)	0	484,168	484,168	410,650	442,000	42,168	98%	By 30 April 2022	Funding of \$1,870,000 from Provincial Growth Fund approved, of which \$484,168 is available for this year. The bike park and half basketball court, the pump track, and the public toilets are all complete. Total project expenditure to date is \$1,796,483, which includes \$13,302 of council funds spent prior to the approval of the PGF funding. The balance of the funds is to purchase CCTV cameras for the park, to reduce the level of vandalism.
Swimming Pool	Pool development	16,700,000	0	16,700,000	10,423,796	13,530,860	3,169,140	72%	By 30 September 2022	Funding of \$1.74m from Provincial Growth Fund received so far this year, along with \$1.88m from grants. A further \$1.4m is to be received from PGF on completion of the project, which will be in the 2022/23 year. Total project expenditure to date is \$15,296,316.
Civic Amenities	Stratford 2035	482,500	0	482,500	3,124	50,000	432,500	1%	Proposed Carry-Forward	This budget consists of a number of smaller projects, which are currently being delivered. The balance will be carried
Civic Amenities	WMC - kitchen and cabinetry upgrade	20,000	0	20,000	0	10,300	9,700	0%	Proposed Carry-Forward	Contract has been awarded, however due to delays of materials, and labour shortages, the full project will not be complete by 30 June 2022
Civic Amenities	WMC - appliance upgrade	9,500	0	9,500	0	9,500	0	0%	By 30 April 2022	The oven has been ordered and will be delivered in April 2022.

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Council Activity	Project Description	2021/22 Long Term Plan Budget (a)	Available from other sources (b)	Total Funds Available (a + b)	2021/22 Actual Expenditure YTD	Projected year end forecast	2021/22 Projected under/(over) spend	Project Completion %	Expected Project Completion Date	Status of each Project
Civic Amenities	TET Stadium improvements	50,000	0	50,000	13,500	50,000	0	35%	By 31 May 2022	The work for the upgrade of the heaters in the restaurant will commence in April. Earlier this year there was a gas leak, so new and larger pipes were installed.
Farm	New storage facility	8,000	0	8,000	0	8,000	0	0%	By 31 May 2022	Once the new storage shed has been constructed at the pound, the storage container will be moved to the farm and utilised as a chemical storage facility. Budget includes transport, fit-out and concrete pad.
Farm	Install new freestanding fireplace	8,500	0	8,500	0	0	8,500	0%	Not required	This work was brought forward and completed in 2020/21.
Farm	New yard and entrance way	0	0	0	127,048	127,048	(127,048)	100%	Completed	This expenditure was approved by Council in the previous year but was completed in November 2021. This also provided for a roof on the area where the AI takes place, which has been completed.
Farm	Install in-shed feed system	53,000	0	53,000	54,192	54,192	(1,192)	100%	Completed	
Farm	Landscaping / riparian planting	3,500	0	3,500	0	3,500	0	0%	By 31 May 2022	Following a site visit by TRC in December, a list of the required number of trees will be provided, then ordered ready for planting in May 2022.
Total Level of Service Expenditure		20,613,870	1,175,668	21,789,538	12,673,588	17,944,247	3,845,291			

REPLACEMENTS - replaces an existing asset with the same level of service provided

Roading - Financially assisted NZTA	Unsealed Road metalling (includes forestry roads)	840,000	0	840,000	482,993	680,000	160,000	70%	By 30 June 2022	Reallocation of funds for Monmouth Road culvert replacement
Roading - Financially assisted NZTA	Sealed Road resurfacing	1,100,000	(206,966)	893,034	1,050,177	1,050,177	(157,143)	100%	Completed	Slight overspend to meet target length for reseals of 26km.
Roading - Financially assisted NZTA	Drainage Renewals	700,000	0	700,000	687,271	700,000	0	98%	By 31 May 2022	Monmouth Road and Mangaotuku Road rehabilitation
Roading - Financially assisted NZTA	Pavement Rehabilitation	750,000	0	750,000	188,278	600,000	150,000	30%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Structure Components Replacement	835,000	0	835,000	1,003,280	1,003,280	(168,280)	100%	Completed	Re-prioritised programme to include Monmouth Road culvert replacement
Roading - Financially assisted NZTA	Traffic Services Renewals	113,000	(37,726)	75,274	32,406	75,274	0	50%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Footpath renewals	170,000	0	170,000	46,008	170,000	0	27%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Low cost low risk safety	830,000	(680,000)	150,000	78,781	78,781	71,219	100%	Completed	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Sealed Road resurfacing-Special purpose	60,000	0	60,000	5,610	5,610	54,390	100%	Completed	Reseals deferred to 2022/23 year
Roading - Financially assisted NZTA	Unsealed Road resurfacing-Special purpose	0	10,000	10,000	0	10,000	0	0%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Traffic Services Renewals-Special purpose	0	5,000	5,000	3	5,000	0	0%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Drainage Renewals-Special purpose	0	10,000	10,000	12,317	12,317	(2,317)	100%	Completed	Final budget allocation as approved by Waka Kotahi (NZTA)
Roading - Financially assisted NZTA	Low cost low risk safety - Special purpose roads	15,000	5,000	20,000	0	20,000	0	0%	By 30 June 2022	Final budget allocation as approved by Waka Kotahi (NZTA)

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Council Activity	Project Description	2021/22 Long Term Plan Budget (a)	Available from other sources (b)	Total Funds Available (a + b)	2021/22 Actual Expenditure YTD	Projected year end forecast	2021/22 Projected under/(over) spend	Project Completion %	Expected Project Completion Date	Status of each Project
Stormwater	Reticulation Renewals	53,000	0	53,000	6,017	10,000	43,000	20%	Proposed Carry-Forward	Unbudgeted reticulation works required at Achilles Street due to increased stormwater flows from recent Brecon Road subdivision.
Wastewater	Step / aerate treatment renewals	30,000	0	30,000	8,850	8,850	21,150	100%	Completed	One aerator component has been replaced
Wastewater	Infiltration renewals	183,000	0	183,000	20,633	25,000	158,000	12%	Proposed Carry-Forward	The three year contract programme is currently being written, however unable to get a contractor until at least July.
Water Supply	Laterals	30,600	0	30,600	0	30,600	0	0%	By 30 June 2022	Ongoing
Water Supply	Stratford street work rider mains	255,000	0	255,000	136,217	140,000	115,000	55%	Proposed Carry-Forward	Expenditure to date is for Claudius Street works, and the balance is for Surrey Street and part of Broadway. The contract is due to commence in July 2022.
Water Supply	Toko street work rider mains	15,000	0	15,000	3,190	15,000	0	20%	By 30 June 2022	Ongoing, as required
Water Supply	Infrastructural general - Stratford	25,000	0	25,000	18,922	25,000	0	75%	By 30 June 2022	Ongoing, as required
Water Supply	Infrastructural general - Midhirst	3,000	0	3,000	0	3,000	0	0%	By 30 June 2022	Ongoing, as required
Water Supply	Pipe bridge renewal	0	0	0	29,221	50,000	(50,000)	60%	By 30 June 2022	This was for an unplanned failure of the pipe bridge suspension system on Brecon Road, and the balance of funds will be prioritised amongst other pipe bridges
Water Supply	Patea delivery line	0	0	0	25,930	50,000	(50,000)	50%	By 30 June 2022	This expenditure is for finalising the design of the raw water delivery line and the grit tank. The final design will then be independently reviewed before proceeding with procurement.
Water Supply	Infrastructural general - Toko	1,500	0	1,500	0	1,500	0	0%	By 30 June 2022	Ongoing
Water Supply	Stratford reservoir	30,000	0	30,000	14,464	30,000	0	50%	By 30 June 2022	Reservoir roof seal was replaced and ladders installed; the cleaning requirement and methodology evaluation is currently occurring.
Water Supply	Midhirst reservoir	15,000	0	15,000	0	15,000	0	0%	By 30 June 2022	The cleaning requirement and methodology evaluation is currently occurring.
Water Supply	Toko reservoir	5,000	0	5,000	272	5,000	0	5%	By 30 June 2022	The cleaning requirement and methodology evaluation is currently occurring.
Water Supply	Membranes	150,000	0	150,000	80,003	85,000	65,000	55%	Proposed Carry-Forward	Membranes have arrived and more have been ordered from overseas. Depending on delivery timeframes the balance of work will be completed next year.
Water Supply	Meter replacements	50,000	0	50,000	43,950	50,000	0	85%	By 30 June 2022	Ongoing
Water Supply	Midhirst resource consent	100,000	0	100,000	6,460	30,000	70,000	6%	Proposed Carry-Forward	Iwi are reviewing the assessment reports to determine the need for a cultural impact assessment.
Water Supply	Hydrants	14,800	0	14,800	0	0	14,800	0%	Not required	No hydrants have needed replacing thus far this year.
Parks and Reserves	Replace septic tank - Whangamomona Camp Ground	47,000	0	47,000	0	47,000	0	0%	By 31 May 2022	The concept design is completed, then once completed the old tank will be removed and the new one installed in autumn, when camping ground occupancy rates are lower.

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Council Activity	Project Description	2021/22 Long Term Plan Budget (a)	Available from other sources (b)	Total Funds Available (a + b)	2021/22 Actual Expenditure YTD	Projected year end forecast	2021/22 Projected under/(over) spend	Project Completion %	Expected Project Completion Date	Status of each Project
Parks and Reserves	Eastern Loop staircase and Carrington walkway renewals	0	0	0	11,073	11,073	(11,073)	100%	Completed	Downer were to replace a few steps on the Eastern Loop walkway under their R&M contract. When the repairs were about to take place, it was decided that due to health and safety risks the whole staircase would need to be replaced immediately. If the stairs were not fully replaced, the walkway would have been closed until further notice. A section of retaining wall on the walkway also required urgent replacement.
Civic Amenities	WMC - replace furniture	3,100	0	3,100	5,293	5,293	(2,193)	100%	Completed	
Civic Amenities	CRR - various replacements	8,000	0	8,000	0	8,000	0	0%	By 30 June 2022	Ongoing
Civic Amenities	Storage shed	70,000	0	70,000	2,985	70,000	0	5%	By 31 May 2022	The building consent has been approved, and demolition of the old shed will commence in April, followed by the construction of the new shed.
Civic Amenities	Demolish Bell Tower	30,000	0	30,000	13,043	60,000	(30,000)	45%	By 30 April 2022	It was necessary that the budget for the project increased to \$60,000 to ensure the work is completed safely. Demolition of the tower will occur in April, and the bells will be removed and taken to a facility.
Miranda Street Office	Furniture Replacement	3,100	0	3,100	3,126	3,126	(26)	100%	Completed	
Miranda Street Office	Office renovations	0	0	0	42,002	42,002	(42,002)	100%	Completed	This is for the safe conversion into office space.
Corporate	Computers/Peripherals/ Software	128,000	0	128,000	78,111	154,000	(26,000)	60%	By 30 June 2022	The over spend is due to extra equipment and software related to the Covid situation. The balance of the planned projects will be re-prioritised.
Corporate	Vehicle Replacement (after trade in)	38,000	0	38,000	23,547	48,647	(10,647)	50%	By 30 June 2022	One vehicle arrived in December, and a second vehicle will be purchased later in the year to replace an existing vehicle, as per council's vehicle renewal programme. Due to covid, vehicles have been hard to secure, so council is reliant on supply, as they arrive in NZ.
Corporate	Miscellaneous	20,000	0	20,000	0	20,000	0	0%	By 30 June 2022	Ongoing
Total Replacement Expenditure		6,721,100	-894,692	5,826,408	4,160,433	5,453,530	372,878			
TOTAL EXPENDITURE		\$28,534,970	\$280,976	\$28,815,946	\$16,840,046	\$24,597,777	\$4,218,169			

LIABILITIES AND INVESTMENTS STATEMENT AS AT 31 MARCH 2022					
Public Debt Statement					
Lender	Amount	Interest Rate	Term (Years)	Date Drawn	Maturity Date
LGFA	\$ 2,000,000	2.81%	4	August 2018	April 2022
LGFA	\$ 1,000,000	1.55%	3	April 2020	April 2023
LGFA	\$ 1,500,000	3.47%	5	May 2018	May 2023
LGFA	\$ 1,000,000	1.14%	3	April 2021	April 2024
LGFA	\$ 2,000,000	2.53%	5	May 2019	May 2024
LGFA	\$ 2,000,000	3.38%	7	August 2018	April 2025
LGFA - A&P	\$ 3,700,000	1.04%	5	December 2020	December 2025
LGFA	\$ 1,000,000	1.67%	5	April 2021	April 2026
LGFA	\$ 1,000,000	2.02%	6	April 2020	April 2026
LGFA	\$ 1,000,000	1.38%	7	May 2020	April 2027
LGFA	\$ 1,500,000	3.65%	9	August 2018	April 2027
LGFA	\$ 1,000,000	2.12%	7	April 2021	May 2028
LGFA - A&P	\$ 3,500,000	1.87%	12	December 2020	December 2032
	\$ 22,200,000	2.18%			
Internal Debt Register					
Activity	Amount	Start Date	Term	Interest Rate	Details
Water Supply	\$ 1,350,795	2013	N/a	2.18%	Water treatment plant
Farm	\$ 1,968,533	2016	N/a	2.18%	As at 1 July 2021
Committed Cash Facilities					
Lender	Facility Value	Outstanding	Rate		
TSB Bank	\$ 1,000,000	\$ -	BKBM* + 3%		
	\$ 1,000,000				
Investment Statement					
Investee	Amount	Interest Rate	Term (Days)	Start	End
Westpac	\$ 1,000,000	1.27%	120	13/12/2021	12/04/2022
Westpac	\$ 1,000,000	1.35%	120	17/01/2022	17/05/2022
Westpac	\$ 1,000,000	1.48%	105	24/02/2022	9/06/2022
Westpac	\$ 2,000,000	1.94%	120	24/02/2022	24/06/2022
A&P Association	\$ 3,680,000	1.29%	1826	22/12/2020	22/12/2025
A&P Association	\$ 3,500,000	2.12%	4383	22/12/2020	22/12/2032
	\$ 12,180,000	1.65%			
LGFA	\$ 32,000	2.13%	1827	10/05/2019	10/05/2024
LGFA	\$ 32,000	2.41%	1326	27/08/2018	14/04/2022
LGFA	\$ 16,000	1.15%	1103	7/04/2020	15/04/2023
LGFA	\$ 24,000	3.06%	1826	24/05/2018	24/05/2023
LGFA	\$ 25,000	0.74%	1092	19/04/2021	15/04/2024
LGFA	\$ 32,000	2.98%	2423	27/08/2018	15/04/2025
LGFA	\$ 92,500	0.64%	1826	21/12/2020	21/12/2025
LGFA	\$ 25,000	1.27%	1822	19/04/2021	15/04/2026
LGFA	\$ 16,000	1.62%	2199	7/04/2020	15/04/2026
LGFA	\$ 16,000	0.98%	2530	11/05/2020	15/04/2027
LGFA	\$ 24,000	3.25%	3153	27/08/2018	15/04/2027
LGFA	\$ 25,000	1.72%	2583	19/04/2021	15/05/2028
LGFA	\$ 87,500	1.47%	4383	21/12/2020	21/12/2032
	\$ 447,000	1.64%			
Shareholdings Statement					
	No. of Shares	Share Price	Value of Shares		
Fonterra	158,716	\$ 3.01	\$ 477,735		
Ravensdown	21,820	\$ 1.00	\$ 21,820		
Civic Financial Services Ltd	65,608	\$ 0.96	\$ 62,984		
			\$ 562,539		
Other Investments					
	Date Drawn	Amount	Interest Rate	Details	
Vendor loan to EBS Trust	2020	\$ 190,000	Nil	Repayable on maturity July 2023	

*BKBM - The Bank Bill Market Rate is a short term interest rate used widely in NZ as a benchmark for pricing debt.

CASHFLOW FORECAST FOR THE YEAR ENDED MARCH 2023

	Mar-22	Mar 22 Actuals	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	12 Month
OPENING BALANCE	2,443,207	2,443,207	416,830	1,479,678	811,953	749,524	713,724	185,724	565,724	254,924	2,087,799	1,890,834	977,614	1,091,814	11,226,138
Rates	520,000	538,177	440,000	3,500,000	450,000	450,000	3,500,000	640,000	450,000	3,500,000	540,000	380,000	3,150,000	500,000	17,500,000
NZTA Refunds	845,782	845,782	746,728	300,000	200,000	200,000	300,000	500,000	600,000	380,000	600,000	215,000	490,000	840,000	5,371,728
Fees and Charges	450,000	415,981	320,000	320,000	400,000	400,000	300,000	400,000	350,000	320,000	400,000	300,000	350,000	415,000	4,275,000
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Revenue	1 35,000	34,546	4,200	4,200	35,000	4,200	2,000	35,000	4,200	4,200	35,000	4,200	4,200	35,000	171,400
PGF Funding - pool and bike park	2 -	-	-	-	1,374,250	-	-	-	-	1,610,000	0	-	-	-	2,984,250
Total Cash In	1,850,782	1,834,486	1,510,928	4,124,200	2,459,250	1,054,200	4,102,000	1,575,000	1,404,200	5,814,200	1,575,000	899,200	3,994,200	1,790,000	30,302,378
Salaries and Wages / Elected Members	480,000	500,917	420,000	480,000	420,000	420,000	480,000	420,000	420,000	480,000	420,000	430,000	480,000	550,000	5,420,000
Payments to Suppliers - Operating	500,000	938,039	500,000	550,000	550,000	570,000	650,000	650,000	670,000	600,000	500,000	500,000	600,000	700,000	7,040,000
Major contract payments	3,400,000	3,604,771	3,400,000	3,100,000	3,500,000	3,100,000	3,500,000	2,000,000	1,500,000	1,200,000	800,000	1,000,000	800,000	1,500,000	25,400,000
Interest Expense	-	-	128,080	61,925	51,679	-	-	-	125,000	51,325	51,965	-	-	-	469,974
GST Paid	(182,800)	(182,864)	-	(400,000)	-	-	-	125,000	-	(350,000)	-	(117,580)	-	(125,000)	867,580
Total Cash Out	4,197,200	4,860,863	4,448,080	3,791,925	4,521,679	4,090,000	4,630,000	3,195,000	2,715,000	1,981,325	1,771,965	1,812,420	1,880,000	2,625,000	37,462,394
(Increase)/Reduce Financial Investments	3 -	1,000,000	(6,000,000)	1,000,000	2,000,000	3,000,000	-	1,000,000	1,000,000	(2,000,000)	-	-	-	-	2,000,000
Borrowing /(Repaying) Loans	4 -	-	10,000,000	-	-	-	-	1,000,000	-	-	-	-	(2,000,000)	-	9,000,000
CLOSING BALANCE	96,789	416,830	1,479,678	811,953	749,524	713,724	185,724	565,724	254,924	2,087,799	1,890,834	977,614	1,091,814	256,814	11,066,122
Net Debt	9,020,000	10,020,000	14,020,000	13,020,000	15,020,000	18,020,000	18,020,000	20,020,000	21,020,000	19,020,000	19,020,000	19,020,000	17,020,000	17,020,000	
Gross Debt		22,200,000	32,200,000	32,200,000	32,200,000	32,200,000	32,200,000	33,200,000	33,200,000	33,200,000	33,200,000	33,200,000	31,200,000	31,200,000	
Investments - Term Deposits		5,000,000	11,000,000	12,000,000	10,000,000	7,000,000	7,000,000	6,000,000	5,000,000	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	
Investments - A & P Loan		7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	7,180,000	

Notes re Cashflow Forecast:

1. A&P Interest on Loan due every quarter
2. MBIE funding for the pool due in November 2022. MBIE funding for second half of trunk main due in June 2022
3. Further funds were not invested as anticipated, due to revenue received being lower than anticipated, and cash out being higher than expected. Council has \$5m on term deposit.
4. Council intends to borrow \$12m in April (and repay \$2m maturing), borrowing for the coming months is earlier than anticipated, to reduce interest rate risk, and administration costs. Further short term LGFA funding may occur in September 2022.

Outstanding Debtors as at 31 March 2022

Category	Total Outstanding	Overdue > 3 months	Notes relating to outstanding balances
Rates	\$276,721	\$29,757	The overdue balance for rates debtors is what is owed for previous financial years. All outstanding rates are charged a 10% penalty on what is outstanding at the end of each quarter. Advice has been sent to bank for collection of some overdue accounts, one is with the solicitors for a property rating sale.
Transfer Station	\$903	\$19	Contact being made.
Cemeteries	\$41,740	\$14,190	Overdues relate to 9 debtors, of which all have payment arrangements with council and are compliant.
Rental Properties	\$4,465	\$0	
Pensioner Housing	-\$792	\$0	Credit as tenants pay two weeks in advance.
Planning and Regulatory	\$10,966	\$7,616	This relates to 7 debtors, that are all actively being pursued by debt collectors.
Facility Hire	\$2,039	\$0	
Sundry Debtors	\$273,092	\$3,725	Overdue debtors are actively being pursued by debt collectors. One account is in a payment arrangement.
Legal Fees	\$6,220	\$2,423	Charged for services in connection with outstanding rates. These fees are expected to be recovered via legal proceedings eg. Rating sale. The fees date back to November 2019.
Targeted Rates after Strike	\$4,136	\$0	Services added after 1 July 2021 via debtor invoice. Due 30 June 2022. Ratepayers sent reminder letters.
Debtors Accruals	\$265,802	\$0	
NZTA	\$746,729	\$0	
Swimming Pool	\$2,074	\$0	
Resource Consents	\$40,273	\$5,543	One overdue debtor that the Regulatory team are pursuing. Relates to a financial contribution attached to a resource consent issued and vet to be paid.
Building Consent Applications	\$7,137	\$0	
Aerodrome	\$765	\$765	A request will be made in June 2022 to the CEO to write-off debt associated with landing fees, due to Annual Plan proposal to remove aerodrome landing fees for 2022/23.
Infringements	\$56,823	\$56,823	All debtors are overdue and with the Ministry of Justice for collection.
Wastewater Discharge	\$5,800	\$800	One debtor, chasing up. Was due to be cleared 21/1/22.
Water Billing	\$20,210	\$12,001	An overdue debtor is on a payment arrangement. Reminder letters have been sent out. A number of properties are being investigated for leaks.
TOTAL	\$1,765,101	\$133,662	



Our reference
F19/13/03-D21/40748

Karakia

Kia uruuru mai
Ā hauora
Ā haukaha
Ā haumāia
Ki runga, Ki raro
Ki roto, Ki waho
Rire rire hau Paimārire

I draw in (to my being)
The reviving essence
The strengthening essence
The essence of courage
Above, Below
Within, Around
Let there be peace.