



CHRISTCHURCH CITY COUNCIL AGENDA

THURSDAY 18 MAY 2006

AT 9.30AM

IN THE COUNCIL CHAMBER, CIVIC OFFICES

Council: The Mayor, Garry Moore (Chairperson).
Councillors Helen Broughton, Sally Buck, Graham Condon, Barry Corbett, David Cox, Anna Crighton,
Carole Evans, Pat Harrow, Bob Parker, Bob Shearing, Gail Sheriff, Sue Wells and Norm Withers.

ITEM NO	DESCRIPTION
1.	APOLOGIES
2.	CONFIRMATION OF MINUTES - COUNCIL MEETING OF 11.5.2006
3.	DEPUTATIONS BY APPOINTMENT
4.	PRESENTATION OF PETITIONS
5.	CORRESPONDENCE
6.	RAWHITI DOMAIN AND THOMSON PARK DRAFT MANAGEMENT PLAN AND LANDSCAPING
7.	ASSIGNMENT OF ONYX CONTRACT TO WASTE MANAGEMENT LTD
8.	EXTENSION OF WASTE MINIMISATION AND REFUSE COLLECTION CONTRACTS FOR AKAROA/WAIREWA CN BP-9906
9.	DRAFT REGIONAL PASSENGER TRANSPORT PLAN – COUNCIL SUBMISSION
10.	MEMBERSHIP OF LYTTELTON HARBOUR WASTEWATER WORKING PARTY
11.	REPORT OF THE BURWOOD/PEGASUS COMMUNITY BOARD - MEETING OF 19 APRIL 2006
12.	REPORT OF THE HAGLEY/FERRYMEAD COMMUNITY BOARD - MEETING OF 12 APRIL 2006
13.	REPORT OF THE RICCARTON/WIGRAM COMMUNITY BOARD - MEETING OF 11 APRIL 2006
14.	REPORT BY THE CHAIR OF THE RICCARTON/WIGRAM COMMUNITY BOARD
15.	REPORT OF THE SHIRLEY/PAPANUI COMMUNITY BOARD - MEETING OF 19 APRIL 2006
16.	REPORT OF THE SPREYDON/HEATHCOTE COMMUNITY BOARD - MEETING OF 18 APRIL 2006
17.	NOTICES OF MOTION
18.	QUESTIONS
19.	RESOLUTION TO EXCLUDE THE PUBLIC

18. 5. 2006

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1. **APOLOGIES**

2. **CONFIRMATION OF MINUTES - COUNCIL MEETING OF 11.5.2006**
Attached.

3. **DEPUTATIONS BY APPOINTMENT**

4. **PRESENTATION OF PETITIONS**

5. **CORRESPONDENCE**

6. RAWHITI DOMAIN AND THOMSON PARK DRAFT MANAGEMENT PLAN AND LANDSCAPING

General Manager responsible:	General Manager City Environment, DDI 941-8656
Officer responsible:	Greenspace Manager
Author:	Richard Holland

PURPOSE OF REPORT

1. The purpose of this report is to seek final approval from the Council to release the Rawhiti Domain and Thompson Park Draft Management Plan for public consultation.
2. At the Council meeting of 16 March 2006, the Rawhiti Domain and Thompson Park Draft Management Plan was held over to allow staff to report back with further information on the availability of funds for the future implementation of the proposals contained in the draft management plan.

EXECUTIVE SUMMARY

3. Final approval from the Council is sought to release for public consultation the Rawhiti Domain and Thompson Park Draft Management Plan, following its reporting to the Environmental Diversity Portfolio Group on 1 February 2006 and the Burwood Pegasus Community Board on 15 February 2006. At the Council meeting of 16 March 2006 concern was expressed as to the budget provision for the proposed works which, apart from some minor enhancement works, mainly related to the replacement of the ageing tree infrastructure.
4. The Draft LTCCP 2006-2016 has now confirmed as essential capital projects (page 72) funding of \$17.2 million for the next 10 years to replace many of the city's older trees that have reached the end of their managed life. A new budget page for the management plan (page 31) has been produced for approval of the Council, prior to release for consultation. This page is attached as Appendix 1.

FINANCIAL AND LEGAL CONSIDERATIONS

5. Funding for the Rawhiti Domain and Thompson Park Draft Management Plan has been provided in the 2006-2016 Draft LTCCP, especially the replacement of the aging tree infrastructure (page 72) which makes up the bulk of the costs for the next ten years.
6. Page 31 of the Rawhiti Domain and Thompson Park Draft Management Plan has been replaced with a new page indicating those works that are covered by the Draft LTCCP. Those items still not covered are in the 2010/2011 year and total \$83,000 over five years and will be reviewed as part of the 2009-2019 LTCCP.

STAFF RECOMMENDATION

It is recommended that approval be given for the Rawhiti Domain and Thomson Park Draft Management Plan and information about the proposed picnic and volleyball area be released for public consultation.

6 Cont'd

BACKGROUND ON RAWHITI DOMAIN AND THOMSON PARK DRAFT MANAGEMENT PLAN

7. Councils are required to keep reserve management plans under continuous review. Generally, a minimum of 10 years is accepted as an appropriate review period. As the 1988 Rawhiti Park Management Plan was becoming out of date and obsolete, and a number of new initiatives were being proposed in the reserve, the Community Board requested that it be updated.
8. Funding is available in the current financial year to begin landscaping of Rawhiti Domain. It is proposed to use this funding to enhance the picnic opportunities between the community garden and tennis courts with planting, furniture, and a grass or sand volleyball court. Both for efficiency and to illustrate how the picnic and volleyball area fits in with the bigger picture for the reserve, it is intended to consult on the proposed landscaping for this year simultaneously with consultation on the longer term management plan, rather than conduct two separate consultation procedures.
9. The planned consultation process will involve the following:
 - (a) Public notification of the draft management plan in accordance with the Reserves Act 1977.
 - (b) Information regarding the draft management plan and the proposed picnic and volleyball area displayed on a notice board on site.
 - (c) The draft management plan and information about the proposed picnic and volleyball area are displayed on the Council's 'Have Your Say' website inviting comment.
 - (d) A letterbox drop to approximately 1,000 households neighbouring the reserve with a leaflet (attached) advising of the availability of and highlighting key points of the draft management plan. Included in the flyer will be information about the proposed picnic and volleyball area will and public comment invited.
 - (e) A leaflet and a complete copy of the management plan being sent to all key stakeholders (including groups with a lease or licence on the reserve, three residents associations, honorary wardens, and individuals who have previously expressed interest in the process) inviting comment.
10. Results of consultation on the proposed picnic and volleyball area will be reported back to the Board in July 2006 and due to the delay, work planned to begin this financial year will need to be carried forward to next financial year.
11. Consultation on the management plan must follow the procedures set out in the Reserves Act 1977, which requires that the plan be publicly notified and that interested parties be given at least two months to make submissions. The Act also allows for a hearing if required. All written submissions and hearings will be considered in development of the final plan which will be reported to the Council for approval.
12. As Rawhiti Domain and Thomson Park together are categorised as a metropolitan park, delegation for final approval of the management plan rests with Council.

OPTIONS

13. As an alternative to approving the draft management plan for public release, the Council could require changes to the current document before it is released for public comment. Unless significant gaps or incorrect information are identified in the document, this would be an unnecessary delay in the consultation process. Should the Council have suggestions or comments on the draft management plan, it would be more appropriate to submit those comments through the consultation process, so that they can be considered when preparing the final document. All submitters will also have the opportunity to speak at a hearing should they so desire.
14. The second alternative is to discontinue the management plan review entirely. However, this would contravene the Reserves Act 1977 and is therefore unacceptable.

6 Cont'd

PREFERRED OPTION

15. The preferred option is that the Council approves the Rawhiti Domain and Thomson Park Draft Management Plan for public release together with the landscape proposal for a picnic and volleyball area.

ASSESSMENT OF OPTIONS**The Preferred Option**

16. Approve the Rawhiti Domain and Thomson Park Draft Management Plan for public release together with the landscape proposal for a picnic and volleyball area.

	Benefits (current and future)	Costs (current and future)
Social	Provides the opportunity for communication with the community, community involvement in management of the reserve.	Printing and advertising costs. Staff time
Cultural	Raises awareness of and proposes a management direction for historical and cultural values of the reserve.	None.
Environmental	Raises awareness of and proposes a management direction for environmental values of the reserve.	Potential loss of open space from additional proposed buildings in the reserve.
Economic	Provides direction for future expenditure in the reserve.	No commitment at this stage but raises expectations of future capital and operating costs.

Extent to which community outcomes are achieved:

Primary alignment with community outcome: 'A well governed city'

Also contributes to 'A city for recreation fun and creativity' and 'a city of people who value and protect the natural environment'

Impact on Council's capacity and responsibilities:

Resources spent on Rawhiti Domain are not available for other projects.

Effects on Maori:

Input has been invited from Te Ngai Tuahuriri Runanga.

Consistency with existing Council policies:

Management plan required under the Reserves act 1977.

Views and preferences of persons affected or likely to have an interest:

Community input has been sought in developing the draft management plan.

Other relevant matters:

6 Cont'd

Maintain The Status Quo (If Not Preferred Option)

17. Discontinue the management plan review.

	Benefits (current and future)	Costs (current and future)
Social	None	No community input into future management of the reserve
Cultural	None	No direction provided for future management of cultural values of the reserve.
Environmental	None	No direction provided for future management of environmental values of the reserve.
Economic	Savings in consultation and printing costs.	Potential for future inefficient ad hoc expenditure.

Extent to which community outcomes are achieved:

Primary alignment with community outcome: Does not contribute to achieving any community outcomes.

Impact on Council's capacity and responsibilities:

No guidance for future expenditure in the reserve.

Effects on Maori:

No opportunity for Maori input into management of the reserve.

Consistency with existing Council policies:

Inconsistent with Reserves Act 1977.

Views and preferences of persons affected or likely to have an interest:

No opportunity for community input.

Other relevant matters:

6 Cont'd

Option 3

18. Make changes to the current document before it is released for public comment.

This is the process that is currently taking place.

	Benefits (current and future)	Costs (current and future)
Social	Opportunity to improve information in the plan	Time delays
Cultural	Opportunity to improve information in the plan	Time delays
Environmental	Opportunity to improve information in the plan	Time delays
Economic	Opportunity to improve information in the plan	Time delays. Additional costs in altering the document.
<p>Extent to which community outcomes are achieved: Primary alignment with community outcome: 'A well governed city'</p> <p>Impact on Council's capacity and responsibilities: None</p> <p>Effects on Maori: None</p> <p>Consistency with existing Council policies: NA</p> <p>Views and preferences of persons affected or likely to have an interest: Ensures accuracy and completeness of information</p> <p>Other relevant matters:</p>		

7. ASSIGNMENT OF ONYX CONTRACT TO WASTE MANAGEMENT LTD

General Manager responsible:	General Manager City Environment, DDI 941-8656
Officer responsible:	Cit Water & Waste Manager
Author:	Tim Joyce, Manager Contracts Management

PURPOSE OF REPORT

1. The purpose of this report is to obtain Council approval for the assignment of the kerbside refuse and recycling collection from Onyx to Waste Management.

EXECUTIVE SUMMARY

2. The Onyx Group in Paris has decided to withdraw from activities in New Zealand. Onyx NZ has, as a result, entered in to a conditional agreement whereby Waste Management will purchase the assets and operations of the Onyx Group in the South Island.
 - All existing staff will be offered positions with Waste Management
 - There will be no difference in levels of service provided to the city
 - There are no Commerce Commission issues with this assignment
 - Other South Island Councils have already consented to the assignment (Waimakariri and Selwyn District)

FINANCIAL AND LEGAL CONSIDERATIONS

3. Ian Thomson, Christchurch City Council Solicitor, has met with John Buchan of Buddle Findlay (Solicitors) and the following is the considered legal opinion.
4. By letter, dated 23 January 2006, Onyx Group Ltd sought the Council's consent to an assignment to Waste Management NZ Ltd of the contract for the collection of refuse and recyclable materials, that Onyx has with the Council. The letter was co-signed by Waste Management NZ Ltd.
5. The contract clearly states that Onyx cannot subcontract performance of the services it provides, nor can it assign the contract to a third party. Initial advice from the Legal Services Unit, later confirmed by the Council's external legal adviser Buddle Findlay, was that this provision entitled the Council to refuse its consent and to require Onyx Group Limited to continue to carry out its obligations under the contract until it expires in April 2008. In simple terms, Buddle Findlay's advice was that the Council is quite within its rights to refuse the request and is under no obligation to give any reasons whatsoever. It does not believe that any court would intervene and overturn the Council's decision to refuse consent.
6. Whilst as a matter of contract law, the Council would be entitled to take this position, there are other options referred to in this report that need to be considered. The preferred option of Council staff is that the Council consents to the assignment, but that the contract is varied to include such changes as the Council has deemed desirable. The Council is legally entitled to take this approach.
7. Advice was sought from Buddle Findlay, with regard to any issues relating to the lessening of competition, if Waste Management NZ Ltd takes over the refuse and recyclable materials collection in Christchurch. Waste Management operates a private wheelie bin collection service in Christchurch, and holds 50% of the shares in Canterbury Waste Services Ltd. Canterbury Waste Services has an operational transfer station for commercial waste adjacent to the Council's Parkhouse Road waste complex, transports waste collected in Christchurch to the Kate Valley landfill, operates that landfill and holds 50% of the shares in Trans Waste Canterbury Ltd, the company that owns the landfill.
8. Buddle Findlay's view is that whilst Waste Management NZ Ltd is heavily involved in the waste industry, it would not be in any position to set prices or deter competition in that market if it were to take up the Council's contract for the collection of refuse and recyclable materials. The company could not be said to hold sufficient power in the market to undermine competition.

7 Cont'd

9. The advice received by the Council is that at this stage there is no need for concern, although the matter should be looked at again in 2008 when the current contract expires and a new one is awarded.
10. In summary, the legal advice provided to the Council is that:
 - (a) The Council has the right to refuse to consent to the assignment from Onyx Group Limited to Waste Management NZ Ltd.
 - (b) Consent may be granted, subject to particular terms and conditions that the Council has been able to negotiate into the existing contract.
 - (c) There are no anti-competitive issues at this stage.

STAFF RECOMMENDATIONS

It is recommended that the Council proceed with this assignment, as long as Onyx and Waste Management agree to a contract variation which incorporates the following terms. The change of terms would be effective from the date of assignment.

- (a) The contract bond is increased from \$150,000 to a minimum value of \$600,000 for the remainder of the contract.
- (b) Waste Management Ltd confirms in writing to CCC that staff transferring to Waste Management, who were ex CCC staff, will be entitled to their full retirement gratuity on retiring from Waste Management Ltd.
- (c) The "Real Recycling" brand shall be the only recycling brand advertised on the kerbside collection vehicle fleet used by Waste Management Ltd for this contract and that Waste Management Ltd will contribute actively to this brand as required under the current contract.
- (d) That Waste Management Ltd commits to trialing co-mingled collection of recyclable material.
- (e) The contract wording is modified to specifically detail that CCC owns all recyclable and black bag waste collected through this contract and that such waste must be delivered to and processed by Meta NZ at the CCC owned transfer stations at Parkhouse Road, Styx Road and Metro Place.
- (f) That CCC has an exclusive right to extend the duration of the contract on the same terms and conditions by up to 24 months to allow integration of collection contracts with any other waste initiatives that are pre-formulated in the final Waste Management Plan.
- (g) That Waste Management's offer of a new fleet of fifteen trucks in exchange for an extension of the current contract to late 2011 be declined.
- (h) Staff conclude commercial negotiations to facilitate a contract variation incorporating items (a) to (g) above.

7 Cont'd

BACKGROUND ON ASSIGNMENT OF ONYX CONTRACT TO WASTE MANAGEMENT LTD

11. Christchurch City Council signed a contract with Onyx Group Limited in May 1998. The Contract was for an initial term of five years and was then renegotiated for a further five years in 2003. The current contract expires in April 2008 and will not be re-negotiated. Although, an extension of between 12-24 months may be required to align collection services with waste initiatives that are agreed in the final Waste Management Plan.
12. Late in 2005 City Water & Waste staff became aware that Onyx Group was planning a strategic withdrawal from the NZ market.
13. The city was formally advised by an Onyx director on the 20 January 2006 that Onyx wished to assign the contract to Waste Management Limited. He also commented that the move has been driven by the parent company in France streamlining international operations.
14. Waste Management NZ Limited is the largest waste operator in New Zealand and is listed on the NZ Stock Exchange. The Council was recently engaged in a legal dispute with Waste Management over waste minimisation levies. Waste Management is no longer collecting levies for the Christchurch City Council.
15. Waste Management NZ Limited is currently in negotiations with TransPacific Industries Group Ltd (TPI) of Australia to merge their Australian and New Zealand operations. The merger proposal will see Waste Management moving into a wholly owned New Zealand subsidiary of TPI. TPI is an Australian company listed on the Australian Stock Exchange and has a current market capitalisation of A\$1.26 billion. In the financial year 2005 TPI had revenue of A\$483 million and EBITDA of A\$70.9 million. TPI has approximately 2,300 employees and operates in 130 centres in Australia and New Zealand. Waste Management is currently predicting no change to local management structures or customer service delivery should the merger proceed. It is anticipated that the merger will be concluded by the end of June 2006.
16. Christchurch City Council obtained legal advice from Buddle Findlay on its requirements to approve an assignment under the terms of the current agreement and to comment on any Commerce Commission issues that may arise from assignment to Waste Management. Advice on both issues is covered under paragraphs 3 to 10.
17. It is important that waste collected from this contract is delivered to the Meta NZ operated and Council owned refuse transfer stations. Any alteration to this arrangement could trigger a variation to the Meta NZ contracts with flow-on cost implications. By reinforcing CCC ownership of the waste and an obligation to dispose of this collected waste at CCC owned refuse transfer stations, CCC is securing Meta NZ's rights under their contract to CCC.
18. Waste Management have observed the current co-mingling trial being conducted by Onyx/CCC/TerraNova and support the concept of a co-mingled kerbside collection. Waste Management have proposed that rather than alter the existing Onyx truck fleet for co-mingled collection they propose purchasing 15 new trucks and extending the current collection contract to late 2011. Until such time as the Council confirms the direction and detail of the Waste Management Plan, it is considered premature to consider the introduction of a new fleet of trucks, that may or may not meet future kerbside collection and processing needs.

7 Cont'd

ASSESSMENT OF OPTIONS

The Preferred Option

19. Assign the Onyx Contract

	Benefits (current and future)	Costs (current and future)
Social	Waste Management is a NZ company with strong focus on waste collection and minimisation.	Cost neutral. Co-mingling trial may lead to improved health & safety on collection vehicles.
Cultural	Nil cultural impact. Contract would be run by New Zealand owned contract.	Cost neutral.
Environmental	Nil environmental impact	Cost neutral. Co-mingling trial may produce a minor benefit.
Economic	Nil economic impact	Cost neutral. Co-mingling trial may produce a minor benefit.
<p>Extent to which community outcomes are achieved: No change to existing. Primary alignment with community outcome of a Healthy City. Also contributes to a Safe and Prosperous City.</p> <p>Impact on Council's capacity and responsibilities: No change to existing terms and conditions of black bag and recyclable collections.</p> <p>Effects on Maori: Nil</p> <p>Consistency with existing Council policies: Yes</p> <p>Views and preferences of persons affected or likely to have an interest: No change to current level of service being provided by Council. Meta NZ Ltd will need to be advised of assignment in accordance with their contract.</p> <p>Other relevant matters: Nil</p>		

7 Cont'd

Maintain The Status Quo (If Not Preferred Option)

20. Maintain the status quo (non assignment). The Onyx parent company in France has decided to withdraw from operating in New Zealand. There would be no benefit to Christchurch City Council in opposing the assignment. It is likely levels of service may decline should Onyx have to work on a contract they didn't want, and lacking corporate support to maintain levels of client satisfaction.

	Benefits (current and future)	Costs (current and future)
Social	Nil	Cost neutral. Unlikely Onyx would proceed with co-mingling trial.
Cultural	Nil	Cost neutral.
Environmental	Nil	Cost neutral.
Economic		Cost neutral. Contract monitoring may consume more time with less cooperative contractor.
<p>Extent to which community outcomes are achieved: Primary alignment with community outcome of a Health City. Also contributes to a Safe and Prosperous City.</p> <p>Impact on Council's capacity and responsibilities: No change to existing terms and conditions. Bond will not be increased.</p> <p>Effects on Maori: Nil</p> <p>Consistency with existing Council policies: Yes</p> <p>Views and preferences of persons affected or likely to have an interest: Nil</p> <p>Other relevant matters: No effect on Meta NZ Limited although Onyx likely to be less cooperative with TerraNova and Meta NZ operations.</p>		

SUMMARY

21. The Onyx parent company is committed to leaving the New Zealand market. They have reached agreement with Waste Management NZ Ltd to sell their South Island operations.
22. Current terms and conditions (including costs) will be maintained subject to the variations proposed by Christchurch City Council detailed in the staff recommendation. Assignment of the contract on this basis will ensure that our contracts with Meta NZ and TerraNova are not jeopardised.

8. EXTENSION OF WASTE MINIMISATION AND REFUSE COLLECTION CONTRACTS FOR AKAROA/WAIREWA CN BP-9906

General Manager responsible:	General Manager City Environment, DDI 941-8656
Officer responsible:	City Water & Waste Manager
Author:	Chris Hopman

PURPOSE OF REPORT

1. The purpose of this report is for the Council to extend the existing Waste Minimisation and Refuse Collection Contract for the Akaroa/Wairewa area until 31 August 2008 at an annual cost of \$385,445.22 + GST.

EXECUTIVE SUMMARY

2. Wasteline Refuse and Recycling Services of Akaroa have held this contract since 1999. They are a very efficient local contractor, providing an excellent service over a large area. Complaints are rare and consequently supervision costs to the Council are low. When the contract was competitively tendered in 1999 their tender was 22% lower than the next tenderer.
3. Banks Peninsula and City Water & Waste staff have worked closely with the current contractor to negotiate a lump sum price for a new contract. The contract price (which excludes the 2005/06 Consumer Price Index adjustment) is for \$385,445.22 + GST per annum.

FINANCIAL AND LEGAL CONSIDERATIONS

4. The new contract price of \$385,445.22 + GST is an increase of \$3,201.25 over the previous year or 1%. This increased cost covers the actual cost recovery for emptying new recycling stations, and emptying a wastewater sump. Balanced against this, all kerbside refuse and recycling materials now become the property of the Council, rather than the contractor. In addition the contract is now for an agreed tonnage, set until the contract expiry date.
5. The contract will be rewritten to reflect the new conditions negotiated. Standard contract conditions based on the original contract will be used.

STAFF RECOMMENDATIONS

It is recommended that:

- (a) The Council agree to extend the existing Waste Minimisation and Refuse Collection Contract for the Akaroa/Wairewa area until 31 August 2008 for a total lump sum cost of \$385,445.22 plus GST per annum.
- (b) Officers complete a contract variation to the existing contract conditions to incorporate the agreed scope, changes and new termination date.

8 Cont'd

BACKGROUND ON EXTENSION OF WASTE MINIMISATION AND REFUSE COLLECTION CONTRACTS FOR AKAROA/WAIREWA CN BP-9906

6. Wasteline Refuse and Recycling Services from Akaroa won the Waste Minimisation and Refuse Collection Contract for Akaroa and Wairewa in 1999. They also held the previous contract. The contract was for a period of 3 + 1 + 1 years and expired in 2004. The contractors are based in Akaroa. They are the only commercial refuse company in the Akaroa ward and they also service commercial businesses in Akaroa. They have proved to be reliable contractors, who run an efficient operation that has generated minimal public complaint.
7. The contract was rolled over by the Banks Peninsula District Council in 2004 for a further two years to 2006. The reason for the rollover was due to the contractor's track record, their competitive price in 1999 (22% below the next lowest tender) and the possible future integration with the City Council.
8. The other Council contract for waste management and refuse collection on Banks Peninsula is for the Lyttelton Harbour Basin and is held by G Preston and Sons of Temuka and expires 30 June 2007.
9. The Christchurch City Council collection contract does not come up for renewal until April 2008. It is likely that this will be extended to August 2008 in order for it to expire at the same time as the Terranova Recyclable Materials Processing contract.
10. The current contract can be summarised as:
 - Delivery of refuse bags
 - Collection of refuse and recyclables from 1066 properties in Akaroa and Little River townships
 - Monthly recycling collection in Wairewa Ward
 - Emptying skip transfer stations and miniskips in various Akaroa Ward locations
 - Operation of Barrys Bay Transfer Station and Recycling Depot, as well as Birdlings Flat Transfer Station
 - Operating recycling depots at Little River and Akaroa
 - Greenwaste and composting operations at Barrys Bay
 - Cartage and disposal of refuse and recyclables to Christchurch EcoDepots
11. The contract, owing to its many separate components, is complex in comparison to its value. There are advantages in negotiating a lump sum contract based on a specific targeted tonnage of disposed refuse. This would also encourage further recycling initiatives. Council staff have achieved this under the proposed new terms of contract.
12. The contract is most efficiently handled by a local contractor. There are many waste and recycling depots in remote locations and the network of contacts required to monitor these is large.
13. The current contractor is very proactive in waste minimisation, through their own advertising initiatives. They previously did not charge the Council for collection and sorting at the four recycling stations in the area and they are well resourced with new purpose built vehicles and plant for this contract. Supervision required with this contractor has been minimal to date.
14. There are few synergies in trying to include this contract with either the city or Lyttelton contracts at this point in time.
15. Current waste transportation from Barrys Bay to Christchurch City Transfer Stations is more economical than using a fixed on site compactor, as the cost of capital exceeds the current method of compaction into a trailer unit. This is based on the relatively small quantities of waste disposed.

8 Cont'd

16. There are current difficulties in charging for rubbish by the tonne as no weighbridge exists. This concerns the current contractor who finds it difficult to relate tonnage to volume. Again the capital cost, and also the space requirements do not justify a \$50,000 expenditure for the 1,000 tonnes of refuse transported to the Christchurch City Council EcoDepots every year.
17. The present greenwaste composting system appears to be working well, due in part to this being done on site at Barrys Bay. There is a captive client for this product at this time.
18. There may be future issues with burning of non reused building products which are currently transported to a remote location for burning to ensure no complaints. Future practices will comply with the city's obligations under the Regional Air Plan.

OPTIONS

Option 1:

19. Negotiate the current contract for a period of one year. This will bring it in line with the Lyttelton Harbour Basin Refuse collection. The contracts were originally tendered separately but on the same date. There was no economy of scale to be achieved due to the distance of Akaroa from Christchurch. This has not changed.

Option 2:

20. Negotiate the current contract for a further period of two years and two months. This will bring it into line with Christchurch City refuse and recycling contracts with the possibility of aligning level of service over the new city in the future. This has been staff's preferred option.

Option 3:

21. Advertise the contract for tender. This was originally considered by City Water & Waste staff. It was felt that costs may increase over Option 2. Alternatively it was felt that supervision costs would increase noticeably in the first year as the contract bedded in.

PREFERRED OPTION

Option 2:

22. Negotiate the current contract for a further period of two years and two months. This will bring it into line with city refuse and recycling contracts with the possibility of aligning level of service over the greater city in the future. This has been achieved at a cost of \$385,445.22 + GST per annum.

8 Cont'd

ASSESSMENT OF OPTIONS

The Preferred Option

23. Option 2 – Negotiation two years and two months

	Benefits (current and future)	Costs (current and future)
Social	Existing contractor. Part of Akaroa community	
Cultural	N/A	
Environmental	Proven reliable contractor	Proven contractor delivering for contracted rate.
Economic	Less risk of increased price by negotiation	Saving \$0-\$30,000
<p>Extent to which community outcomes are achieved: Primary alignment with community outcome a healthy city Also contributes to a city of people who value and protect the natural environment</p> <p>Impact on Council's capacity and responsibilities: Nil</p> <p>Effects on Maori: Nil. Continuation of service</p> <p>Consistency with existing Council policies: Supports Council draft</p> <p>Views and preferences of persons affected or likely to have an interest: NA</p> <p>Other relevant matters: Nil</p>		

8 Cont'd

Other Options:

25. Option 1 – Negotiate for one year

	Benefits (current and future)	Costs (current and future)
Social	Existing contractor. Part of Akaroa community	
Cultural	N/A	
Environmental	Nil	
Economic	Increased risk of increased price by negotiation	Increase \$10,000 Saving \$0-\$20,000
<p>Extent to which community outcomes are achieved: Primary alignment with community outcome a healthy city Also contributes to a city of people who value and protect the natural environment</p> <p>Impact on Council's capacity and responsibilities: Nil</p> <p>Effects on Maori: Nil. Continuation of service</p> <p>Consistency with existing Council policies: Supports Council draft</p> <p>Views and preferences of persons affected or likely to have an interest: NA</p> <p>Other relevant matters: Nil</p>		

8 Cont'd

24. Option 3 - Tender

	Benefits (current and future)	Costs (current and future)
Social	Possible change in contractor	
Cultural	N/A	
Environmental	Possible issues with new contractor with short handover period.	
Economic	Cost increase	\$0-\$30,000
<p>Extent to which community outcomes are achieved: Primary alignment with community outcome a healthy city Also contributes to a city of people who value and protect the natural environment</p> <p>Impact on Council's capacity and responsibilities: Nil</p> <p>Effects on Maori: Nil. Continuation of service</p> <p>Consistency with existing Council policies: Supports Council draft</p> <p>Views and preferences of persons affected or likely to have an interest: NA</p> <p>Other relevant matters: Nil</p>		

9. DRAFT REGIONAL PASSENGER TRANSPORT PLAN – COUNCIL SUBMISSION

General Manager responsible:	General Manager City Environment, DDI 941-8656
Officer responsible:	Transport and City Streets Manager
Author:	Robert Woods, Transport Planner

PURPOSE OF REPORT

1. The purpose of this report is to seek approval of issues to be included in a Council submission to Environment Canterbury on their Draft Canterbury Regional Passenger Transport Plan (RPTP).

EXECUTIVE SUMMARY

2. The Regional Council (ECan) is required by the Land Transport Act 1998 (as modified by the Land Transport Management Act 2003) to prepare a Regional Land Transport Strategy (RLTS) every 3 to 10 years. An RPTP forms a part of this. The current RLTS was adopted by ECan in March 2005. The RPTP is now under review by ECan and seeks comments from all stakeholders. The draft RPTP is attached for information.
3. The RPTP vision is consistent with the RLTS vision, whilst its targets are informed by the public passenger transport strategy. The RPTP sets the objectives and policies for passenger transport to achieve the vision of the RLTS.
4. There are five policy areas containing 43 policies in the draft plan, covering:
 1. network of services
 2. service performance standards
 3. funding
 4. fares
 5. providers of services and infrastructure

Paragraphs 5 to 12 below provide information on changes proposed by ECan to the existing RPTP which it is anticipated the Council may wish to comment upon.

5. The key issue in policy area 1 (network of services) that the Council may wish to comment upon is the policy of only providing weekend and evening services according to demand. Whilst in reality it is noted that most services provide weekend and evening services, the policy allows for weekday daytime services only. This could potentially limit the travel opportunities for some people needing to travel at evenings and weekends, whilst it is also recognised that demand can grow with the introduction of a new service if promoted effectively.
6. There are a number of issues in policy area 2 (service performance standards) on which the Council may wish to comment. Firstly is the issue of capacity constraints (passenger standing). The proposed policy states that there should be no more than 25% of passengers standing in the peak. This is a good policy in principle. However, the acceptable duration for which a passenger may stand and its frequency of occurrence is not stated. It would be of greater use and easier to monitor if a more prescriptive policy was developed.
7. A further matter in this area is the policy in relation to passengers being provided alternative transport, should a trip be cancelled for any reason. It is unclear how this policy will be monitored and enforced, and also in line with recognised principles of good customer service, how the passenger will be compensated for the inconvenience caused. It is understood this is not a frequent occurrence. However, high standards of customer service must be maintained to encourage the attraction and retention of new bus users.

9 Cont'd

8. A further issue in this area is a change from the current policy in relation to vehicle speed. Currently the policy relates bus speeds to car speeds, so that express core services approach 125% of car speeds. The proposed policy seeks to decouple bus and car speeds, so that as congestion rises buses maintain an operational speed of 26 km/h in the peak periods on high demand corridors. It is understood that this is the current average speed of buses on such corridors in the peaks. It would be helpful if these "high demand corridors" could be stated by name and the start and finish point, so that monitoring and planning for traffic management improvements can take place on a sound technical footing.
9. Finally, for policy area 2, is the matter of super low floor (SLF) buses. These are buses without steps at the doors so that elderly, disabled and wheelchair users are able to board easily. The proposed policy says that all trips in the off-peak should be made with SLF buses, but that peak trips only need to be made with SLF's at the off peak frequency. This could lead to wheelchair users for example being left behind in the peak.
10. Policy area 3 (funding) seeks a change to the current cost recovery policy of 40-60% of total system costs, to a minimum of 50% of total costs. The intent of this policy is to limit the extent to which government contributions (from taxpayers) and regional rates (from ratepayers) subsidise the costs of people choosing to travel by metro. The Council may wish to suggest that ECan advocate strongly to central government for a greater contribution to public passenger transport services (to minimise fare rises and rate increases) given the additional taxes collected as a result of fuel price rises.
11. Policy area 4 (fares) seeks to remove the entitlement to discounted fares for the congenital and intellectually disabled. The Council may wish to comment on this proposal. The advantage of this is that it allows across the board lower fares to be maintained for a greater number of people.
12. Policy area 5 (providers of services and infrastructure) is of interest to the Council as we provide the infrastructure to support bus services such as bus stops, passenger shelters, roads, the bus exchange, etc. A new policy states that ECan shall work with the Council to ensure the standards of infrastructure are such to achieve the objectives of the RPTP. In reality this will have no new effect on the Council's programmes, as we already work closely with ECan on such matters and work is already underway, for example on the Council's own bus stop infrastructure standards.

FINANCIAL AND LEGAL CONSIDERATIONS

13. There are no changes proposed in the draft plan that are envisaged to require changes to the City Council's current programmes, responsibilities and commitments. The final adopted version of the Christchurch Public Passenger Transport Strategy currently under review, may however require changes in levels of service in the future, that may impact upon future funding. These may be addressed in the next LTCCP.

STAFF RECOMMENDATIONS

It is recommended that the Council request staff to make a submission to Environment Canterbury on its Draft Canterbury Regional Passenger Transport Plan, the content of which should be as contained in paragraphs 5-12.

10. MEMBERSHIP OF LYTTELTON HARBOUR WASTEWATER WORKING PARTY

General Manager responsible:	General Manager Regulation and Democracy Services, DDI 941-8549
Officer responsible:	Secretariat Manager
Author:	Max Robertson

PURPOSE OF REPORT

1. The purpose of this report is to seek the appointment of three members of the Lyttelton Harbour Wastewater Working Party.

EXECUTIVE SUMMARY

2. The Lyttelton Harbour Wastewater Working Party has been meeting since March 2005 with the goal of recommending wastewater systems for Lyttelton harbour. At its last meeting on 13 March 2006, members discussed who the political representatives would be on the Working Party post amalgamation. The Working Party terms of reference set by ECan say there will be three representatives of the Banks Peninsula District Council. The Working Party currently includes Councillor Bob Parker and Stuart Bould, Community Board member. In addition Council staff have an advisory role. As per the consent conditions, the Working Party is in the second year of a five year investigation period.
3. Two points of view emerged in the Working Party. Some favoured local knowledge being added to the group via the local Community Board being represented and some favoured having another city councillor on the Working Party. The Working Party seeks City Council recognition of the importance of dealing with wastewater in the harbour and considers that the presence of another councillor would provide reassurance that the Council takes seriously the work of the Working Party.

FINANCIAL AND LEGAL CONSIDERATIONS

3. There are no financial implications associated with the appointments now required as a result of the dissolution of the Banks Peninsula District Council. The Working Party has no delegated powers, and has been formed for the purpose of recommending wastewater systems for Lyttelton harbour, within terms of reference set by ECan.

SUGGESTED APPOINTEES

4. Following informal discussions with the Mayor, it is suggested that the Council appoint one Councillor and two Community Board members to the Working Party.

STAFF RECOMMENDATION

It is recommended that the Council appoint one Councillor and two Community Board members to the Working Party.

11. REPORT OF THE BURWOOD/PEGASUS COMMUNITY BOARD - MEETING OF 19 APRIL 2006

Attached.

12. REPORT OF THE HAGLEY/FERRYMEAD COMMUNITY BOARD - MEETING OF 12 APRIL 2006

Attached.

13. REPORT OF THE RICCARTON/WIGRAM COMMUNITY BOARD - MEETING OF 11 APRIL 2006

Attached.

14. REPORT BY THE CHAIR OF THE RICCARTON/WIGRAM COMMUNITY BOARD

Attached.

15. REPORT OF THE SHIRLEY/PAPANUI COMMUNITY BOARD - MEETING OF 19 APRIL 2006

Attached.

16. REPORT OF THE SPREYDON/HEATHCOTE COMMUNITY BOARD - MEETING OF 18 APRIL 2006

Attached.

17. NOTICES OF MOTION

Attached.

18. QUESTIONS

19. RESOLUTION TO EXCLUDE THE PUBLIC

Attached.