

22 December 2022

File Ref: OIAP-7-26702

By email: [fyi-request-21207-cfe36e6c@requests.fyi.org.nz](mailto:fyi-request-21207-cfe36e6c@requests.fyi.org.nz)

Tēnā koe

### **Request for information 2022-226**

I refer to your request for information dated 24 November 2022, which was received by Greater Wellington Regional Council (Greater Wellington) on 24 November 2022. You have requested the following:

"I understand that the GWRC pays the Wellington City Council for the extra damage from running Metlink buses over city streets. I am interested in how this amount is calculated.

- 1) Can the GWRC please provide a copy of the agreement with the WCC under which road damage by bus payments are being made?
- 2) Can the GWRC please provide a copy of the payments made to the WCC for road damage by bus damage since July 2018?
- 3) Can the GWRC please provide a copy of the formula used to calculate the road damage by buses amount?
- 4) Can the GWRC please provide a copy of the actual calculations used to determine these road damage by bus payment amounts to the WCC provided in 2)?
- 5) Can the GWRC please provide a copy of any independent report or review of the calculation formula or the calculated amounts paid to the WCC?

If any of the requested information is held in electronic form, it is preferred that it is provided in its complete and original electronic format. For the sake of clarity, it is also requested that information that the GWRC may deem to be out of scope is NOT removed from documents or other information."

### **Greater Wellington's response follows:**

1. *Can the GWRC please provide a copy of the agreement with the WCC under which road damage by bus payments are being made*

Please see **Attachment 1** which contains the Memorandum of Understanding (MoU) between Greater Wellington and Wellington City Council (WCC) relating to the Approval and Operation of Overweight buses in Wellington city, dated 11 July 2018.

2. *Can the GWRC please provide a copy of the payments made to the WCC for road damage by bus damage since July 2018?*

No payments have been made in relation to the MoU, nor are any payments scheduled.

3. *Can the GWRC please provide a copy of the formula used to calculate the road damage by buses amount?*

The model was developed by Beca for WCC and as such Greater Wellington does not have this information. We recommend you contact WCC for a copy of this model.

4. *Can the GWRC please provide a copy of the actual calculations used to determine these road damage by bus payment amounts to the WCC provided in 2)?*

As above in question 2, there have been no payments made and accordingly there have been no calculations used to determine the payment amount.

5. *Can the GWRC please provide a copy of any independent report or review of the calculation formula or the calculated amounts paid to the WCC?*

Greater Wellington is not aware of any independent review or report of the calculation formula. We recommend you contact WCC with this question.

### **Background information**

Discussions regarding the approach to be taken are underway with WCC regarding the overall philosophy of the agreement between Greater Wellington and WCC and how we deal with these issues. This includes discussions around the current standard of WCC roads, implications for rat payments of such an arrangement, potential implications for Funding Assistance Rate contribution by Waka Kotahi NZ Transport Agency and the application of any potential payment given long term Government strategy and the impact on fare revenue.

If you have any concerns with the decision(s) referred to in this letter, you have the right to request an investigation and review by the Ombudsman under section 27(3) of the Local Government Official Information and Meetings Act 1987.

Please note that it is our policy to proactively release our responses to official information requests where possible. Our response to your request will be published shortly on Greater Wellington's website with your personal information removed.

Nāku iti noa, nā

A handwritten signature in blue ink that reads "sugar".

Samantha Gain  
Kaiwhakahaere Matua Waka-ā-atea | General Manager Metlink

PROACTIVE RELEASE

**Memorandum of Understanding**

between

**Greater Wellington Regional Council**

and

**Wellington City Council**

in respect of the

**Approval and Operation of Overweight Buses in  
Wellington city**

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PROACTIVE RELEASE

## 1. Partners

The Partners detailed in this memorandum of understanding (MoU) are:

- 1.1 Wellington City Council (WCC) a territorial authority under the Local Government Act 2002. WCC is the relevant road controlling authority for the local roads subject to this agreement.
- 1.2 Greater Wellington Regional Council (GWRC) a regional council under the Local Government Act 2002. GWRC is responsible for regional land transport planning and public transport services under the Land Transport Management Act 2003.

## 2. Purpose

- 2.1 The purpose of this MoU is to agree on a process for approving the use of high capacity buses on the Wellington City local road network and for apportioning assessed incremental physical infrastructural costs relating to the use of those approved vehicles when operated at weights that exceed the general access limits for the specific bus types. This agreement notes that while each Partner has specific responsibilities and accountabilities, a collaborative, no surprises, approach which provides certainty is the preferred outcome.
- 2.2 Both Partners acknowledge the purpose of operating high capacity buses in Wellington is to contribute to the Partners' joint objective of improving the efficiency and attractiveness of public transport in Wellington city.
- 2.3 The following details the respective duties of each Partner:

### GWRC

- Has contracted bus operating companies who are responsible for lodging applications for overweight permits for any high capacity bus that has the potential to exceed general access limits during operations using NZTA Forms 803 and 804 (*combined*) or such other forms specifically developed and agreed between the parties for this purpose.
- Payment of the "local share contribution" (non NZTA subsidised component) of the incremental network infrastructure costs that is attributed to high capacity buses when operated at weights that exceed the general access limits for the specific bus types.

### WCC

- Will approve, up to the limits identified within the Land Transport Rule: Vehicle Dimensions and Mass 2016 (the VDAM Rule) for overweight buses.
- Manage and maintain the road network in state suitable for the use of said approved vehicles.

- 2.4 The MoU formalises the agreed working relationships between the Partners and the resources and actions expected from each.

- (g) An application for each overweight vehicle for the purposes described in (d) above must be lodged separately.
- (h) The condition of approval for each application will be that the agreement for funding incremental costs for road network maintenance attributed to the operation of higher capacity buses will be as per this MOU.

5.2 Greater Wellington Regional Council – as a party contracted to applicants for the provision of public transport services.

- (a) Will ensure their contracted parties apply for overweight permits for each vehicle that has the potential to exceed general access limits will supply all relevant and vehicle specific information to allow it to be assessed using the procedure specified in 5.1.(e) above.
- (b) Will only allow their contracted parties to begin operating vehicles that have the potential to exceed general access limits once they have been approved by Wellington City Council.
- (c) Agrees to meet the “local share” of any incremental road network infrastructure costs that are directly attributed to the operation of higher capacity buses at times and places in which the axle loads of those buses exceed general access limits. The total costs, upon which the local share is to be calculated, will be based on modelling carried out by consultants IDS, who have been commissioned by WCC, in agreement with GWRC and NZTA to assess the pavement impacts associated with increased bus axle loads on the Wellington City road network. The modelling by IDS will be undertaken annually or other periods as agreed by the Partners and will be based on actual patronage and loading data for the relevant period to be supplied from GWRC.
- (d) In assessing the local share component, this has been assumed to be 49% of the total costs, which is the standard % for road maintenance works for which NZTA subsidy is available. In the event that full NZTA subsidy is not available, then the local share could increase up to 58% of total costs.

5.3 Each Partner shall wherever possible provide a single organisation viewpoint in providing comments, advice or suggestions to the other.

5.4 Each Partner agrees to consider, investigate and resolve any issues as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.

5.5 Each Partner will endeavour to keep the other advised of relevant issues and activities that may affect them.

5.6 The Partners agree that they will act in good faith in meeting their responsibilities under this agreement and in resolving differences in opinion.

## **6. Resolving Disputes**

6.1 If any dispute arises between any of the Partners that cannot be resolved at an operational level then it will be escalated to Director level within each organisation.

**7. Signing**

7.1 This agreement is in force from the last date written below.

Signed for Greater Wellington  
Regional Council by

  
\_\_\_\_\_  
Greg Campbell  
Chief Executive

11/7/18  
\_\_\_\_\_  
Date

Signed for Wellington City Council  
by:

  
\_\_\_\_\_  
Kevin Lavery  
Chief Executive

11/7/18  
\_\_\_\_\_  
Date

PROACTIVE RELEASE