



Absolutely Positively  
**Wellington City Council**  
Me Heke Ki Pōneke

## **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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## 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