

19/08/2009

# Piha Domain

## Proposed Location of the Piha Post Office

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Scale = 1:577 @ A4

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## THE PROPOSAL TO PERMANENTLY RELOCATE THE PIHA POST OFFICE BUILDING AND SERVICES ON THE DOMAIN

### Introduction

The community-owned Piha postal service has been operating for over 20 years and is one of only two of its kind in the country. It is owned and managed by the *Piha Ratepayers & Residents Association (R&R)* and presently offers 120 PO Boxes and over-the-counter mail services to the community.

Due to the recent sale and development of the land accommodating the post office, a new location is required for the building and services.

At an SGM in July 2008, the membership determined that it wanted the R&R to continue to provide full postal services and to retain ownership of the building.

Since the 2009 AGM, the Committee of the has worked with the guidance of independent mediator Graham Cleghorn through a detailed and objective process to investigate the options for the future of the Post Office, in the best interests of the Piha community.

The outcome from this process is that the Committee has unanimously agreed on the best location and the Committee is recommending this proposal be adopted by the community at a Special General Meeting (SGM) called for this purpose.

This paper describes the Proposal in detail, and also explains the process and the reasons for selecting this option over other alternatives.

### The Proposal

The Proposal is that the Post Office building presently being stored on the Domain be permanently relocated on the Domain at Seaview Road immediately East of the Camp ground Entrance and opposite the Piha Store. (See Figures 1&2)

The Waitakere City Council (WCC) would negotiate an amendment to the Camp Ground Lease, and lease the necessary area to the R&R.

The R&R will continue to own and manage the Postal Services and this will ensure the retention of the contract with NZ Post.

The building will be refurbished in the process with a new wall separating the box access area from the rest of the Post Office. This will enable box holders to have 24/7 access to the boxes completely out of the weather.

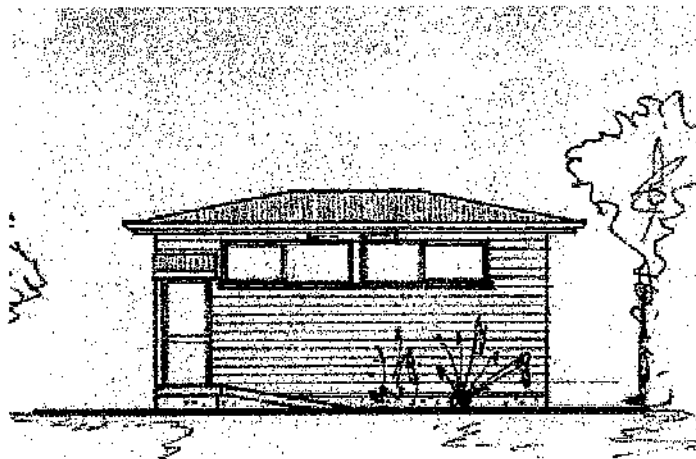


Figure 1: Perspective of the refurbished PO building in its new location

The Committee has plans to seek financial support from suppliers and community grants, and as much of the refurbishment as possible will be done with voluntary labour.

In addition, the Committee will investigate extending the opening hours and increasing the range of products and services on offer.

It is also proposed, subject to raising sufficient funds for the purpose, that a solar panel and batteries be installed with the intention of providing the entire electricity needs of the building with the excess loaded back onto the grid.

**The Main Features of the Proposal are:**

- The historic Post Office building continues to be utilised
- The location is central to the Piha village hub and is a high profile location eminently suitable for a Post Office
- The location will continue to enable the Post Office to provide significant social value as a central meeting place where local information is made available
- At least the present level of services will be retained and may be enhanced
- The contract with NZ Post will be retained ensuring the net income from the Post Office continues to substantially enhance the R&R funds, and enabling the R&R to provide more value to the community than it otherwise could
- The building will be refurbished and properly insulated
- Box holders will have 24/7 access out of the weather
- The proposal is achievable in the required timeframe and affordable by the R&R
- Both the WCC and the Camp Ground Lessee support the proposal
- The area surrounding the building will be landscaped and wheelchair access will be provided

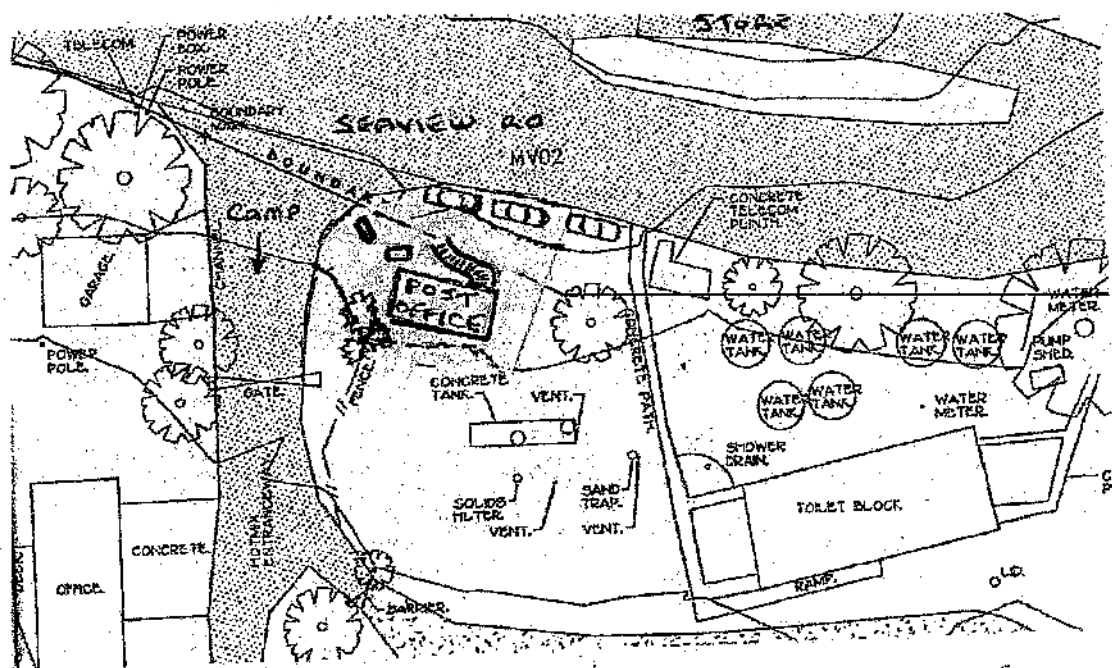


Figure 2: Plan of the proposed location

## The Implementation Plan

On approval of the Proposal by the SGM the Committee will seek support from the Waitakere Community Board, and approval by the Council Infrastructure Committee. Following this an application for a Building Consent will be submitted.

Once all approvals have been obtained the Committee will arrange for the building to be relocated, the refurbishment completed and the boxes and services transferred. The target date for completion of the project is mid October 2009 and while this is a tight programme the Committee believes it is achievable.

## Project Cost Budget

Estimated costs for the Proposal are:

	<u>Estimated Cost</u>
Drawings, Engineering, Building Consent, Inspections, Code of Compliance, Certificate of Public Use etc	3,600
Earthworks, foundations, drainage	6,870
Building relocation	1,090
Electrical, mains connection, meter box	3,000
Building refurbishment	8,840
Contingency at 10%	<u>2,340</u>
<b>Estimate Total</b>	<b><u>\$25,740</u></b>

These costs are broad estimates and more detailed costs will be prepared and approved by the Committee before any work commences.

Wherever possible multiple quotes will be obtained to ensure prices are competitive. Every effort will be made to reduce costs through voluntary labour community grants, donations and sourcing of materials.

The above costs exclude some significant amounts of time and labour that have been offered free of charge by Keith Franich.

## Conclusions and Recommendation

In summary, the Committee has made a major commitment to ensure that the decision making process has been objective and that the recommended proposal is in the best interests of the whole community.

For details of the process, the main options considered and the reasons for selecting the chosen option see Appendix 1.

The Committee will be putting the following 2 resolutions to the SGM to be held on 19 Jul 2009 and strongly recommends the adoption of both:

1. *"That the meeting approves the R&R Committee's recommendation for the relocation of the Piha Postal Services and instructs the R&R Committee to proceed with the implementation of the proposal."*
2. *"That authority is granted to the R&R Committee to spend up to \$26,000 to relocate the Post Office services and that the Committee make every endeavour to reduce the total cost as much as possible by fundraising, community grants, donations, supplier discounts and utilising voluntary labour."*

The Committee wishes to thank all Members for their time and attention to this matter and encourages all Members to support this Proposal to establish a first class Postal Service on a long term basis for the benefit of the Community.

## **APPENDIX 1:**

### **DETAILED CONSIDERATIONS IN DETERMINING THE BEST LOCATION FOR THE PIHA POST OFFICE**

#### **1. Background**

When Preserve Piha Ltd (PPL) purchased the Post Office site from Telecom, the Piha Ratepayers and Residents Association (R&R) needed to find a new location from where it could operate the Post Office services that it had contracted to NZ Post to deliver.

At a Special General Meeting (SGM) of the R&R held on 27 Jul 08, the following 2 key resolutions (among others) were passed:

- "That the R&R Assn. continues to provide a full postal service in Piha" and**
- "That the Piha R&R tries to retain ownership of the Post Office building...."**

Then at an SGM of the R&R held on 16 Nov 08 the following resolution (among others) was passed:

**"That the Piha R&R investigate the following options for permanent location of the postal service:**

- 1. Private Land**
- 2. Extension to the Library**
- 3. Campground Office Area"**

Once the Café development was approved earlier this year the new R & R committee had one month's notice to vacate the site and to take the building if it was still wanted.

The R&R then worked through a process to determine the best temporary location for the Post Office services with implementation time (within the month) being a critical requirement.

The Council would not allow the R&R to operate the Post Office from the building on it's temporary site on the Domain without extensive additional and expensive requirements including raising above the flood plain, storm water disposal, and anchorage against high winds, but agreed to 6 months temporary storage on the Domain and a Building Consent was granted for this purpose and timeframe.

With help and support from the Campground Lessee, the R&R then established the services in two cabins on the Campground. The use of these cabins needs to revert back to the Campground by Labour Weekend Oct 09. This approximately coincides with the time limitation of the Building Consent for the current temporary location.

#### **2. The Decision Making Process**

The R&R Committee then utilised a facilitator to provide an objective process to determine the best permanent location for the Post Office services and ensure the outcome was in the best interests of the community.

The process was thorough and took some time, (it involved many meetings) and the major steps can be summarised as:

- 1. Defining the problem**
- 2. Setting the criteria for a satisfactory outcome**
- 3. Brainstorming the options**
- 4. Scoring the options against the (weighted) criteria**

5. Gathering the information needed to evaluate the better options in detail
6. Comparing the favoured options and selecting the best option using the established criteria
7. Developing an implementation plan

The Committee is confident that this process has provided the best solution possible in the best interests of R&R Members and the wider Piha Community.

### **3. Benefits of the R&R Continuing to Own and Operate the Post Office**

As a part of this process the Committee decided to review the impact that the Post Office has on the R&R as part of its commitment to consider the financial viability of the Post Office services.

Firstly a review of the PO accounts for the last 3 years and projections for 2009 and 2010 shows that income essentially has 3 components:

- Income from rental of the boxes at \$70 gives approximately \$7,000 per year
- Income from trading less cost of good sold gives around \$2,000 per year
- Income from handling the counter mail is around \$5,000 per year

This gives a total income in the order of \$14,000 per year in a typical year.

Costs consist primarily of employment costs, power, insurance, repairs and maintenance and typically total about \$9,000 per year (recent temporary rentals costs excluded). Thus the net income of the Post Office is typically around \$5,000 per year. (Refer Appendix 2)

Currently the Association receives about \$1,800 per year from subscriptions and without the income from the Post Office services, expenditure on R&R activities, for the benefit of the community would be limited to this level.

If the R&R were to divest the Post Office operation (it is a business with a steady cash flow, it has customers and goodwill) it would sell the business to a suitable new owner at the best price it could achieve. To understand this we need to consider how this would work.

Firstly a new prospective owner would need to contract to NZ Post for the delivery of the services. If this happened, NZ Post has made it very clear that they would provide and own the boxes and would charge the box rental directly to box holders at (currently) \$135.00 per box per year. They are not prepared to allow anyone other than the R&R to own and rent out the post boxes.

So a new owner would not receive box rental income and the potential net income for a new owner would be reduced by \$7,000. Correspondingly, the price that the Association might get for the business would be similarly reduced and the cost to local residents for box rental would nearly double.

Thus it becomes clear that the R&R is in a unique position of being able to provide a service to local residents substantially cheaper than anyone else can, and at the same time receive additional income that is some 2.5 times the income it gets from subscriptions alone.

This income of course is then able to be expended back into, and for the benefit of, the Piha community.

The Committee also confirmed that there are a number of social benefits that operating the Post Office provides including:

- The financial income provides the R&R with the ability to support a variety of community based organisations that it could not do from subscriptions alone

- R&R Membership subscriptions are able to be kept to a minimum
- The ability to provide a Postal Service substantially cheaper than any alternative option
- The ability to use the Post Office as a 'Social Centre' for community orientated information display and distribution
- A large part of the community has a strong historical attachment to Piha's Post Office.

The Committee therefore endorses the resolution passed at the 27 Jul 2008 SGM that the R&R continue to own and operate the Post Office and continue to provide a full level of service. In fact the Committee plans to explore opportunities to expand the services in due course.

#### **4. Options Considered for the Permanent Location of the Postal Services**

The Committee initially brainstormed all possibilities and came up with 31 options. These were then discussed and narrowed down to 5 viable possibilities. This was achieved through a process that involved scoring each option against weighted criteria that had been set earlier and including the 3 options that the SGM had asked the Committee to consider.

A summary of these considerations follows:

- 1. Private Land** While it was possible that a good location could be achieved the key reasons for rejecting this option were:
  - Rental cost was likely to be a significant cost burden
  - There was uncertainty of tenure if ownership of the land changed and therefore longevity and sustainability of the service would be uncertain
  - Contractual arrangements between the R&R, the land owner and NZ Post would be complex
- 2. Extension to the Library** While there are some significant positive reasons to favour this option including:
  - The Library and Post Office are both part of the R&R umbrella
  - The location is part of the 'Village Hub'
  - The design would provide a common architectural appearance and would be a purpose specific design giving operational efficiency
  - Some operational costs could be shared and therefore total costs of both would be less than 2 separate operations
  - It would avoid having another building on the Domain
  - The opportunity to collaborate on joint fundraising of both expansion projects together

Nevertheless the Committee rejected this option because:

- The cost of this option would be higher than alternatives
- It would require fundraising which would take more time than was presently available
- Building and resource consents would also take time and therefore it was not considered do-able in the timeframe
- It would not utilize the existing building although this could possibly be sold

3. **Camp Ground Office Area** (In this scenario the R&R would contract the Camp Lessee to deliver the services). The Committee believed that this option had a good location, that the services could be easily increased (longer opening hours), and was visually unobtrusive but rejected it because:

- Long term security of tenure would be uncertain (should there be a change of lessee)
- Contracting out the services would attract additional costs.
- Control of the service would be reduced
- Contractual arrangements between the R&R, NZ Post, the Campground Lessee and the Council would be complex and critical to a satisfactory outcome
- The location is not high profile (main street)
- The old building is not utilised as per the Jul-08 SGM resolution
- Would not be do-able in the required timeframe

4. **New Purpose Designed Building on the Domain/Campground.**

While this option had several positive features including the benefits of a purpose built design that could be architecturally and functionally smart it was rejected for the following reasons:

- Cost would be high and would need fundraising
- The need for resource and building consents would increase both the cost and time frame considerably
- Fund raising, consents and construction time would be well outside current time limitations and therefore likely to risk losing the NZ Post contract
- The old building would not be utilised as per the SGM resolution

5. **Old Building on the Domain/Campground.**

When scored against the weighted criteria this option became the favoured option and so was studied in detail. Included within this option were 4 sub-options all of which fulfil the Jul-08 SGM requirement of utilising the old building.

These were evaluated as follows:

5a) **On Seaview Rd Between the Library and the Camp Entrance:** This option has a very good location relative to the 'Village Hub' but after further detailed review, it was rejected because:

- The Pohutukawa tree would need to be cut back considerably and that would require a resource consent which would add time and cost to the project
- The 2 garages would need to be demolished and incorporated into the project adding time and cost
- The overhead power lines would need to be relocated probably underground
- Substantial boundary changes would be required resulting in renegotiation of Campground and Library leases
- There may be an impact on Library parking

5b) **In it's Present Storage Location:** The disadvantages of this option (relative to the remaining 2) were the floodplain and storm-water issues that the Council raised for the temporary usage on this location, plus it's distance from the community 'Village Hub'. This option was therefore relegated to third best.

**5c) On Seaview Rd West of the Library:**

This option is a viable option with positive issues including:

- The land is available and fairly level
- It is marginally the lowest cost option (cf Option 5d)
- Will likely have Council support
- Has no contractual complications
- It is do-able in the timeframe
- It doesn't impair Library views

However the Committee felt that several issues made this option second to Option 5d. These included:

- The distance from the 'Village Hub' limited the social values that the Post Office services provide to the community
- The 'Village Hub' becomes more spread out along Seaview Road
- There is some impairment of the view onto the Domain from the road

**5d) On Seaview Rd East of the Camp Entrance:**

This has become the recommended option primarily because it has the best fit to all the criteria that the Committee set.

While it will be necessary to amend the Camp Ground Lease and to agree a Lease of the land from the WCC, both the WCC and Camp Lessee have indicated their support to work through this process quickly and positively.

Key advantages of this option relative to option 5c) are:

- The location is central to the 'Village Hub' which the Committee rated as very important and enables the social value of the Post Office services to be fulfilled
- It is a high profile location ideal for a Post Office
- Council staff support has been positive
- It is achievable in the timeframe
- It is affordable
- Visual impairment of the view onto the Domain is minimal (cf Option 5c)
- The Campground Lessee has confirmed support for this option

**APPENDIX 2**

**PIHA R&R ASSOC ANNUAL ACCOUNTS**

	<b>2006 Actual</b>	<b>2007 Actual</b>	<b>2008 Actual</b>	<b>2009 Estimate</b>	<b>2010 Plan</b>
<b>Income</b>					
Subscriptions	1,782	1,460	1,870	1,800	1,800
Donations	0	300	587	300	300
Interest	299	378	846	250	250
Other Sundry Income	0	0	0	0	0
<b>TOTAL INCOME</b>	<b>2,081</b>	<b>2,138</b>	<b>3,313</b>	<b>2,350</b>	<b>2,350</b>
<b>Expenditure</b>					
Subs, donations, gifts	279	205	235	1,200	300
General expenses & Insurance	576	864	218	750	750
Coastcare	480	0	0	1,000	
Website & Communication	0	945	270	350	350
Other misc charges	10	3	0	100	28
<b>TOTAL EXPENSES</b>	<b>1,345</b>	<b>2,016</b>	<b>723</b>	<b>3,400</b>	<b>1,428</b>
<b>EXCESS INCOME/EXPENDITURE R&amp;R</b>	<b>736</b>	<b>122</b>	<b>2,590</b>	<b>-1,050</b>	<b>922</b>

**POST OFFICE ACCOUNTS**

	<b>2006 Actual</b>	<b>2007 Actual</b>	<b>2008 Actual</b>	<b>2009 Estimate</b>	<b>2010 Plan</b>
<b>Income</b>					
Trading income less Cost of Good Sold	2,183	2,204	2,040	2,093	2,093
Box rentals	4,700	1,740	6,279	7,000	7,000
NZPO Remittances	4,414	5,146	5,000	5,000	5,000
Other sundry income	299	378	846	250	250
<b>TOTAL INCOME</b>	<b>11,596</b>	<b>9,468</b>	<b>14,165</b>	<b>14,343</b>	<b>14,343</b>
<b>Expenditure</b>					
Wages & employment costs	7,266	7,654	6,920	7,500	7,500
Power	402	361	347	300	450
Insurance	380	380	405	500	500
R&M	0	210	340	250	250
PO Temporary relocation costs	0	0	0	2,500	0
Rental charges	0	0	2,950	5,750	0
Other misc charges	0	321	226	300	300
<b>TOTAL EXPENSES</b>	<b>8,048</b>	<b>8,926</b>	<b>11,188</b>	<b>17,100</b>	<b>9,000</b>
<b>EXCESS INCOME/EXPENDITURE PO</b>	<b>3,548</b>	<b>542</b>	<b>2,977</b>	<b>-2,757</b>	<b>5,343</b>
NET First Response Team	0	-490	200	0	0
NET Library Income after Expenses	6,158	-4,771	-1,671	0	0
<b>Total R&amp;R Net Income incl. PO, 1st R &amp; Library</b>	<b>10,443</b>	<b>-4,596</b>	<b>4,096</b>	<b>-3,807</b>	<b>6,265</b>

Submission Number	For/Against Proposal	Key Issues in Submission
1	For	Full support of roadside location.
2	Against	<p>Community consultation was not undertaken in full as discussions were undertaken behind closed doors.</p> <p>Only able to vote on one option.</p> <p>There are other options for delivery of postal services to Piha.</p> <p>Commercial activity will now be undertaken on the Domain which was previously objected to.</p> <p>Grants may be invalid if services are undertaken as a commercial enterprise.</p> <p>May become financially inviable due to increased costs versus a down turn in the global postal business. If becomes inviable will this allow another commercial activities to slide in the door at this location?</p> <p>Demise of community Post Office's around New Zealand. Piha is the only one left.</p> <p>Proposed location will require the removal of native vegetation. Will block sight lines into the Domain.</p> <p>Previously used parking spaces are no longer available due to cafe.</p> <p>Opening times are not flexible so doesn't allow for all users.</p> <p>Proposal is in direct contrast to the Reserve Management Plan.</p> <p>Appaulds the Piha R &amp; R on keeping the facility running however NZ Post should now run it in conjunction with a commercial activity.</p> <p>Proposed location could be better utilised as a picnic area.</p>
3	For	New location is very convenient especially with the proposed wheelchair/pushchair access.
4	For	A much needed service that needs to be in the hub of Piha.
5	For	A much needed service that needs to be in the hub of Piha.
6	For	Piha R & R has undertaken extensive reserch to produce a practical proposal.
7	For	The Post Office is an important part of Piha's infrastructure.
8	For	<p>Community owned resource is a taonga generating valuable revenue for the community and social cohesion.</p> <p>Provision of the resource supports the rural vilage and saves visits to Henderson or Titirangi reducing traffic emissions.</p> <p>As an old exchange building it holds a great deal of social history.</p> <p>Provides employment.</p> <p>Piha community strongly supports the new location as demonstrated at the SGM.</p> <p>Current operation from the campground cabins is not financially sustainable.</p> <p>Post Office has been located opposite the new site for many years so will not increase traffic or parking demands.</p> <p>Location on Domain is entirely consistant with the spirit of the Reserve Management Plan.</p>
9	For	<p>A sensible and fitting reward for the many supporters who have been involved over the years.</p> <p>Proposed site is unused land that is not suitable for camping.</p>

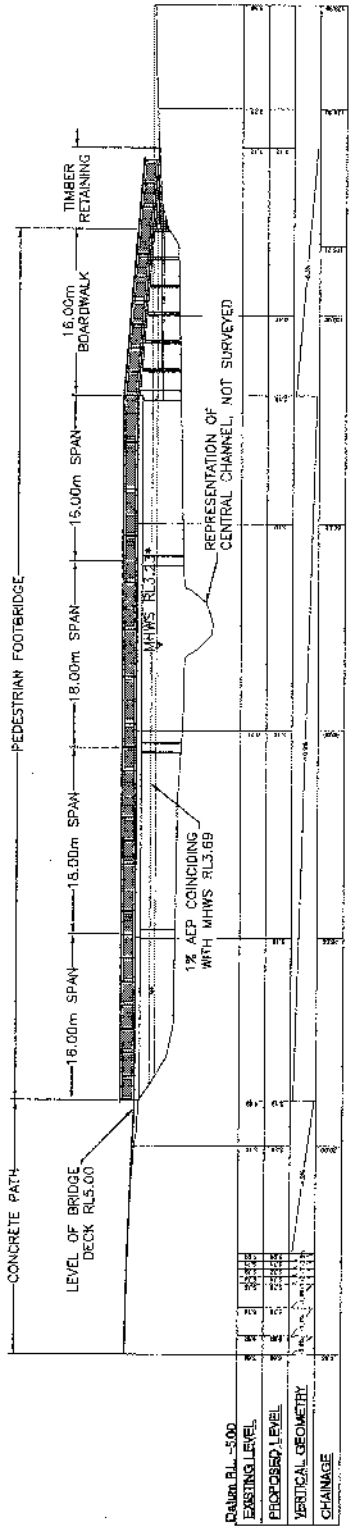
10	For	<p>Piha community has stated overwhelming at special meetings and AGMs that it wants to preserve the building and postal services to continue. Proposal keeps the building in the cluster of present buildings and social community.</p> <p>It will not add greatly to the visual affect on the Domain.</p> <p>Supported by the principals of the West Coast Plan to keep settlement in coastal areas clustered and low key.</p> <p>No parking problems as directly opposite the former location</p>
11	For	<p>Useful to have communication base at Piha as did not have car.</p> <p>Happy and safer to continue to pay a small fee for a box rather than having a letter box at the end of a long driveway.</p> <p>Post office is a social hub where residents can meet and promote activities which cannot be measured in monetary ways.</p> <p>Holds a historical and cultural context.</p> <p>Quaint cultural landmark that interests visitors and is fast being obliterated by architectural change.</p> <p>Serves several purposes for the community.</p>
12	For	<p>Useful to have communication base at Piha as did not have car.</p> <p>Happy and safer to continue to pay a small fee for a box rather than having a letter box at the end of a long driveway.</p> <p>Post office is a social hub where residents can meet and promote activities which cannot be measured in monetary ways.</p> <p>Holds a historical and cultural context.</p> <p>Quaint cultural landmark that interests visitors and is fast being obliterated by architectural change.</p> <p>Serves several purposes for the community.</p>
13	For	<p>Proposal is only long term viable option.</p> <p>Growing need for postal services by the community.</p> <p>Piha now has high speed internet so greater opportunity to run small business from Piha so need a secure PO box for deliveries of payments and goods.</p> <p>Estimates there are 40 - 50 businesses run from Piha so increased trips to Henderson and Tiirangi is post service discontinued.</p> <p>Used by people without their own transport and there is no public transport from/to Piha.</p> <p>Integral part of village life so needs to be in the hub.</p> <p>Locating it is in the same area as library and store means no increase in vehicle movements.</p> <p>NZ Post are 100% behind the Piha R &amp; R running the Post office; the existing building and proposed location fulfil their criteria.</p> <p>Supports the West Coast Plan.</p> <p>All post office users I have talked to support the plan.</p>
14	For	<p>Opposed the establishment of the café at Piha partly due to the loss of heritage with regard to the potential loss of the post office services.</p> <p>Landmark and gathering place over many years.</p> <p>Ideal to keep the post office within the village centre enabling social networking to continue from a central location.</p> <p>Facing Seaview Road will provide profile and centrality and give campground users a more explicit service.</p> <p>Since 1921 the post office has been close to the proposed location.</p>

15	Against	<p>Piha R &amp; R discussed the issues "in committee" so members and the community could not input or hear discussions.</p> <p>At first undertaken to present 3 options but only presented one option at the SGM.</p> <p>Majority of support at the SGM was from private box holders.</p> <p>Retention of private boxes rather than private boxes and over the counter services has never been put to the community as an option.</p> <p>R &amp; R accounts show a 28% drop in over the counter services in 2008 compared with the previous year.</p> <p>R &amp; R has a membership of approximately 30% of the permanent population of Piha so placement of the building on a Reserve will not benefit the majority of permanent or holiday residents.</p> <p>Proposal is in direct contrast to the Reserve Management Plan.</p> <p>before consent is granted Reserve Management Plan needs to be reviewed after public consultation and submission process.</p> <p>Employees work from the building that require a toilet and hand washing facilities.</p> <p>Understands that the R &amp; R have plans to extend the commercial aspect of the Post Office; i.e. internet, photocopying and retailing other goods, shared space with Piha Radio. Requests any consent be granted for postal services</p> <p>Increased traffic and parking problems at the busy intersection.</p> <p>Pedestrian traffic could be affected by more vehicles in the area.</p>
16	For	<p>Building is sturdy and after restoration will last the community well.</p> <p>Site is convenient, close to road and in village hub.</p> <p>Costs can be met by money set aside for the PO from it's own earnings not R &amp; R revenue.</p> <p>Good position to attract visitors to use its services.</p> <p>People with no or little transport or those who wish to save on transport will have access to postal facilities.</p> <p>Safer than letter boxes which continually get stolen, vandalised.</p> <p>Residents prefer local post offer rather than the long queues as post office's near their work places.</p> <p>Provides a focal point for social interaction.</p>
17	For	<p>Building is sturdy and after restoration will last the community well.</p> <p>Site is convenient, close to road and in village hub.</p> <p>Costs can be met by money set aside for the PO from it's own earnings not R &amp; R revenue.</p> <p>Good position to attract visitors to use its services.</p> <p>People with no or little transport or those who wish to save on transport will have access to postal facilities.</p> <p>Safer than letter boxes which continually get stolen, vandalised.</p> <p>Residents prefer local post offer rather than the long queues as post office's near their work places.</p> <p>Provides a focal point for social interaction.</p>

18	For but conditional	<p>Does not oppose application but believes a number of conditions should apply before approval granted.</p> <p>Proper consultation should be carried out as the proposal is against the Reserve Management Plan.</p> <p>Consultation undertaken by the R &amp; R was with members only.</p> <p>Life span on the limited service would appear to be doubtful with electronic communications taking over and NZ Posts announcements regarding drastic reductions in mail volumes.</p> <p>Contract with NZ Post is on a month by month basis and could be terminated at any time.</p> <p>There is a free rural delivery service to the area.</p> <p>Prognosis for the continued viability of the post office is limited there so after consents obtained should be widened to cover postal and community purposes to allow for the building to be used as a community facility for meetings, museum or health clinic in the future.</p> <p>Labour Department requires employees to have proper facilities that need to be included in proposal.</p> <p>No traffic report has been submitted and plan does not allow for parking spaces.</p>
19	For	<p>Extensive decision making process undertaken.</p> <p>Information sent to 350 R &amp; R members.</p> <p>Information displayed on noticeboards at library and post office.</p> <p>Signage was placed at proposed site.</p> <p>Majority voted in favour at R &amp; R SGM.</p>
20	For but conditional	<p>Public consultation has not been undertaken as required when proposal is not consistent with the Reserve Management Plan.</p> <p>Members opinions that were not in accordance with Committee's pre-decided agenda were not received or discussed.</p> <p>Consent should be granted based on should the postal services cease that the building be given to the Piha Community for use as decided by the community; i.e. meeting room.</p>
21	Against	Building should be burnt on Guy Fawkes night.
22	For	<p>Support proposed location.</p> <p>Does not want vegetation to be removed.</p> <p>Concerned about parking issues during the summer months.</p>
23	Against	<p>Additional buildings on Piha should be planned when the RMP is due for further planning in 2010.</p> <p>Must consider parking and traffic.</p>

<b>For</b>	19
<b>Against</b>	4
<b>TOTAL</b>	23

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Station	1+00	1+20	1+40	1+60	1+80	2+00	2+20	2+40	2+60	2+80	3+00	3+20	3+40	3+60	3+80	4+00
Existing Level	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00
Proposed Level	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00
Vertical Geometry	1% AEP COINCIDING WITH MHWs RL3.69															
Change	REPRESENTATION OF CENTRAL CHANNEL, NOT SURVEYED															

\*NOTE:  
MEAN HIGH WATER SPRING WAS TAKEN FROM WCC CODE OF PRACTICE FIG.02, LEVELLING DATUM, ISSUE 3.0, OCTOBER 1999.

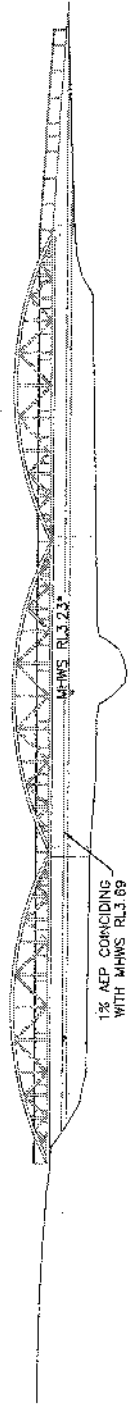
A ORIGINAL ISSUE	D.E. (INC'D) OR	Date
Revised	By	Date
Surveyed	C.A.	12/08
Designed	T.C.MANC	JUNE 04
Drawn	C.MBEI	10/04
Reviewed	MELLS	24/04
Approved	MELLS	25/04

CPG  
 CPG CONSULTANTS LTD  
 88 Old Earth Road,  
 Newton, Auckland  
 Phone: 09 522 7170  
 Fax: 09 522 5241  
 Email: info@cpg.co.nz  
 www.cpg.co.nz  
 A member of the Mott MacDonald Group

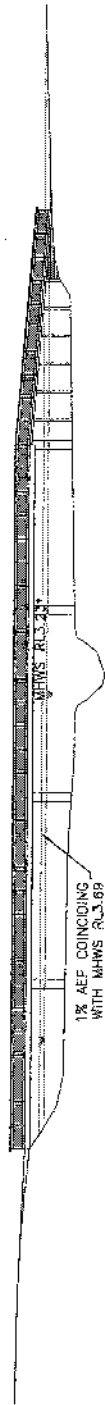
Project Title  
 Ken Maunder Park  
 Pedestrian Footbridge  
 Concept Option 1

Sheet Title  
 BRIDGE ELEVATION

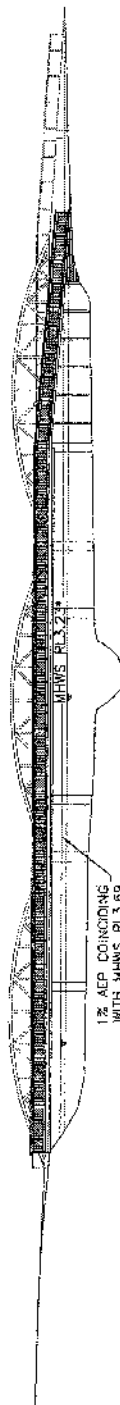
Scale (at Original)  
 1:250  
 0 0.5 1 2 3 4 5 6 7 8 9 10 m  
 Sheet  
 120  
 A



TRUSS OPTION - ELEVATION  
SCALE 1:250@A1



UNIVERSAL BEAM OPTION - ELEVATION  
SCALE 1:250@A1



TRUSS OPTION & UNIVERSAL BEAM OPTION SUPERIMPOSED ELEVATION  
SCALE 1:250@A1

\*NOTE:

MEAN HIGH WATER SPRING IS TAKEN FROM WCC CODE OF PRACTICE FIG 1.02, LEVELLING DATUM, ISSUE 3.0, OCTOBER 1999.

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Revision	Description	By	Date
A	ORIGINAL ISSUE	C.E.	13/07/09
	Designed	C-DMH	14/7/09
	Drawn	C-SHP-1	14/7/09
	Reviewed	M-ELLS	14/7/09
	Approved	M-ELLS	14/7/09

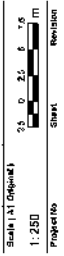


CPG  
Civil & Process Group  
444 Great South Road  
Rosedale, Victoria 3108  
Phone 94 99 9970  
Fax 94 99 9941  
Email info@cpgroup.com.au  
A subsidiary of Golder Pty Limited

Client  
Watercare City Centre  
77-79, 81 & 83, 85-87  
Riverside Drive, Melbourne

Project Title  
KEN MAUNDER PARK  
PEDESTRIAN FOOTBRIDGE  
CONCEPT OPTION 1

Sheet Title  
SUPERIMPOSED  
BRIDGE ELEVATIONS





# FUNDING AGREEMENT

DATED this

2009

**PARTIES:** **WAITAKERE CITY COUNCIL**, a Territorial Authority in accordance with the Local Government Act 2002 ("Council")

**THE HOBSONVILLE HERITAGE TRUST**, a charitable trust (Charities Commission number CC38106), having its address for service at the offices of Cook Morris Quinn, Main Street, Westgate, Waitakere City("Supplier")

## BACKGROUND

The **Hobsonville Heritage Trust** is a charitable, not for profit Trust whose current membership comprises of Councillor Ross Dallow (Chairman), Andrew Cook (trustee and legal advisor), Malcolm Hahn (trustee) and Bryan Heron (trustee). The Trust has as its aims and objectives the preservation of heritage sites and archaeology in the Hobsonville area, including the development of heritage trails. The Trustees have experience in large capital works projects, business acumen, legal services and local government experience. One of the Trustees is a local historian.

**Waitakere City Council** received approximately \$300,000 plus GST from the New Zealand Transport Agency (formerly known as Transit NZ) as compensation for the destruction of the Sinton House at Hobsonville. The historic house was demolished as part of the State Highway 18 project. A consent order entered into between Council and Transit NZ specified that the money should be spent on heritage projects in the North of the City.

The **Hobsonville Heritage Trust** was formed at the end of 2008 in response to a community desire to see Hobsonville's heritage preserved and celebrated. The Limeburners Bay and Hobsonville area are associated with the development of the clay industry in West Auckland, particularly its associations with the Clark family and Clark House, and other heritage sites include the former Hobsonville Airbase and associated historic buildings, archaeological sites, trees and heritage landscapes.

The **Hobsonville Heritage Trust** has developed a positive working relationship with the **Hobsonville Land Company**, **Waitakere City Council** and intends to form networks with the **Auckland Regional Council** and **New Zealand Historic Places Trust**.

The purpose of this Agreement is to set out the basis for an on-going working relationship between the Waitakere City Council and the Hobsonville Heritage Trust. It sets out the terms and conditions and funding arrangements and will assist the Trust to fulfil its aims and objectives for heritage interpretationxxx.

## **TERMS OF THIS AGREEMENT**

### **1. Term**

1.1 This Agreement commences on 1 August 2009 and expires on 30 June 2010, and so on from year to year unless sooner determined under the provisions of this agreement ("the Term").

### **2. Funding and Payment**

2.1 Council will pay to the Supplier \$300,000 excl GST for the period of 1 August 2009 to 30 June 2010.

2.2 For additional years, Council will pay to the Supplier such additional amount as the Council may in its discretion determine provided that the Supplier has made substantial progress towards achieving the implementation of the services and programmes set out in **Schedule 1** of this agreement ("the Services").

2.3 Council will make one lump sum payment on production of a tax invoice provided by the Supplier not less than 10 working days before the payment date. If a tax invoice is not received, then the Council may at its discretion defer payment until 10 working days after receipt of the tax invoice.

### **3. Services**

3.1. During the Term of this Agreement the Supplier will apply the funding provided in clause 2 to the performance of the Services.

3.2. The Services will at all times be provided to best standards of professional practice in a manner which reflects credit on the Supplier and the Council.

- 3.3. Prior to 31 March 2010, and prior to 31 March 2011 and so on from year to year, the Supplier will submit to the Council its proposals for Services for the ensuing 12 month period and the performance measures to be applied in relation to those Services. The parties will then meet and negotiate in good faith to settle and agree, no later than 31 May in each year, the nature and extent of:
- (a) the Services to be performed and the performance measures to be applied in respect of those Services for the following year.
  - (b) the level of funding to be provided by the Council in respect of those Services.
- 3.4. Notwithstanding clause 2.2, if it is proposed by the Supplier that the Services for the subsequent year will be significantly reduced in quality and/or scale then the funding to be provided by Council for the subsequent year will be reduced by a fair and reasonable proportion.
- 3.5. Once agreement has been reached on all matters an amended Schedule 1 will be prepared and signed by the parties. That schedule when attached to this Agreement will have the same force and effect as if it were an original attachment to this Agreement at the date of original execution.
- 3.6. For the avoidance of doubt the provision of additional funding by the Council in a draft Annual Plan published for the purposes of public consultation prior to agreement being reached must not be taken by the Supplier as a commitment to provide that additional funding. A commitment (if any) will only arise at the point in time when the parties have reached agreement in accordance with clause 3.3.

#### **4. Performance Measurement**

- 4.1. The Supplier will use its best endeavours to ensure that the performance measures set out in Schedule 1 are met, and preferably exceeded, in each year of the Term.
- 4.2. The Supplier will regularly monitor achievement of the performance measures during the Term and will provide to the Council (in a form approved by the Council) such written reports with such frequency as the Council may reasonably require, and in any event not less frequently than quarterly, as at the last days of September, December, March and June.
- 4.3. The Supplier will provide to the Council in each year of the Term:
  - (a) A copy of its Annual Business Plan within 1 calendar month of adoption of the business plan.
  - (b) A copy of its audited Financial Statements within 4 calendar months of the end of its financial year.
  - (c) Written proof of progress with the Services. This shall include applications for resource and building consents, and where appropriate, any coastal consents from Auckland Regional Council and application(s) for an authority from the New Zealand Historic Places Trust and landscaping plans for the esplanade reserve.

#### **5. Supplier Responsibilities**

- 5.1. The Supplier will use its best endeavours to ensure that in any publicity connected with the Services the Council receives due recognition for its role as a funder of the Supplier.
- 5.2. In any case where the Supplier is authorised to use the Council's logo for promotional purposes, it will comply in all respects with the Council's written directions.
- 5.3. The Supplier will allow the Council a reasonable opportunity to observe the Supplier in the performance of the Services and to have access to the Supplier's records to enable the Council to fairly and fully audit achievement of the performance measures by the Supplier.

- 5.4. Nothing in clause 5.3 shall obligate the Supplier to allow the Council's representative to have access to any information held by the Supplier, or to observe the performance of the Services by the Supplier, where privacy principles or obligations of confidentiality render such access or observation inappropriate or unlawful.
- 5.5. The Supplier will, throughout the Term:
- (a) When using staff to conduct its operations and perform the Services, observe good employer principles;
  - (b) Comply with all of its obligations in relation to the health and safety of its employees, customers and recipients of the Services;
  - (c) Maintain adequate insurance cover for all of its activities including without limitation public liability cover in a sum not less than \$1,000,000, or such lesser sum as the Council may approve in writing.

## **6. Co-operation**

- 6.1. The parties agree to co-operate with each other to the fullest extent possible during the Term of this Agreement so as to ensure that:
- (a) the Supplier achieves the performance measures set out in Schedule 1 and
  - (b) Council achieves maximum and best value for the funding provided under clause 2 of this Agreement.
- 6.2. The parties will use their best endeavours to exchange information, on a proactive rather than reactive basis, in respect of all matters which are relevant to the performance of the Services. Requests for information will be actioned as promptly and as fully as possible.

## **7. Force Majeure**

- 7.1. Neither party shall be obliged to perform, and shall be deemed not to be in default of its obligations under this Agreement, if prevented in whole or in part from performing its obligations under this Agreement by reason of any matter beyond the control of either or both of the parties ("force majeure").
- 7.2. The parties forthwith upon the occurrence of an event of force majeure will diligently do all acts and things which may be necessary or desirable to remove that force majeure as quickly as possible, but neither party shall be required to settle a strike, lock out or other labour dispute or meet any claim or demand by a government

authority contrary to the wishes of that party which may be prejudicial to the interests of that party.

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## **8. Cancellation**

- 8.1. Either party may at any time upon giving 12 months notice in writing cancel this Agreement. In any case, where the period of notice expires during the currency of an annual period of the Term, payments to be made under clause 2 will be apportioned on a fair and reasonable basis.
- 8.2. The Council may cancel this Agreement if at any time during the Term the Supplier:
- (a) Ceases, refuses or is unable (except as provided in clause 7) to perform the Services;
  - (b) Consistently fails to achieve the agreed performance measures set out in Schedule 1.
- 8.3. Either party may cancel this Agreement if the other party is in breach of this Agreement and the other party, after receipt of written notice of the circumstances of such breach, has not completed the steps required to be taken to remedy that breach in a reasonable period within which such action is required.

## **9. Miscellaneous**

### **9.1. Relationship**

The relationship between the Council and the Supplier is that of independent contractor. Nothing in this Agreement shall be construed to create the relationship of master and servant, principal and agent, partnership or joint venture.

### **9.2. Indemnity**

The Supplier indemnifies the Council in respect of all costs (including legal costs on a solicitor/client basis), claims, liabilities and expenses which the Council may suffer by reason of any unlawful, negligent, criminal or reckless errors, acts or omissions by the Supplier in the performance of the Services.

### **9.3. Entire Agreement**

- (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior agreements or undertakings, whether oral or written. The Supplier confirms that in entering into this Agreement it has not relied upon any statement, warranty or other representation made or information supplied by or on behalf of Council.

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- (b) Schedule 1 of this Agreement forms part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include Schedule 1.

**9.4 Variation**

Any variation to this agreement requires the written signed agreement of the parties.

**9.5 Waiver**

- (a) Waiver of a breach of this Agreement or any rights created by or arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- (b) A breach of this Agreement is not waived at law or equity by any failure or delay in exercise, or partial exercise, of any right or remedy available under this Agreement.
- (c) A right or remedy created or arising upon default under this Agreement is not waived by any failure or delay in exercise or partial exercise of that remedy.

**9.4. Council's Representatives**

The Council's Representative will be a person nominated by the Chief Executive of the Council from time to time to receive reports, to give and receive notices, and to perform all matters relating to this Agreement on behalf of the Council. The first Council Representative is: *Alina Wimmer, Principal Advisor: Heritage*. The second Council Representative is: *Renee Davies, Service Manager: Parks Planning*.

**9.5. Notices**

- (a) Any notice under this Agreement may be given as provided in the Public Law Act 1952 and in any event shall be deemed sufficiently served if:
- (i) actually received by the addressee or its authorised representative;
  - or
  - (ii) sent by post, fax or e-mail to the service address as listed below.  
(Any notice sent by post shall be deemed to have been served on the day following posting.)
- (b) The Hobsonville Heritage Trust's address:

c/- Andrew Cook

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Cook Morris Quinn Lawyers  
PO Box 84203  
Westgate  
Auckland 0614

- (c) The Council's service address  
6 Waipareira Avenue  
DX CX 10250, Auckland Mail Centre  
Private Bag 93109, Henderson  
**WAITAKERE CITY**  
Fax No. 836-8001  
Attention: *Alina Wimmer or Renee Davies*  
E-mail *Alina.Wimmer@waitakere.govt.nz* or *Renee.Davies@waitakere.govt.nz*
- (d) Either party may by notice in writing notify changes to that party's service address any time and from time to time.

## 10. Resolution of Disputes

### 10.1 Notice of Dispute

In the event of a dispute between the parties, either party may provide to the other written notice adequately identifying the subject matter of the dispute or difference. The giving of this notice will be a condition precedent to the commencement by either party of litigation in respect of any dispute or difference. This clause does not however limit the right of either party to seek urgent interlocutory relief by way of Court proceedings.

### 10.2 Good faith negotiation

The parties will use their best endeavours to resolve all disputes by good faith negotiation. Any dispute may be referred to the personal negotiation of the Chief Executives of both parties.

### 10.3 Mediation

If the matter cannot be resolved by negotiation, the matter will be referred to mediation by a mediator agreed between the parties and failing agreement by a mediator appointed by a President for the time being of the Auckland District Law Society or the President's nominee.

### 10.4 Arbitration

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If mediation is unsuccessful, either party may refer the matter to the arbitration of a sole arbitrator appointed by a President for the timebeing of the Auckland District Law Society or the President's nominee. The decision of the arbitrator shall be final and binding.

**THE COMMON SEAL** of )  
**WAITAKERE CITY COUNCIL** )  
was hereunto affixed in the )  
presence of: )

\_\_\_\_\_  
Mayor/Deputy Mayor

\_\_\_\_\_  
Chief Executive

00041

**Schedule 1**  
**The Hobsonville Heritage Trust Objectives and Targets**  
**2009/2010**

Business Area	Outcomes Sought	Measurement	Report frequency
Core Operations	Develop heritage interpretation signage and trail for Limeburners Bay.	Evidence of: <ul style="list-style-type: none"> <li>• A detailed landscape plan being developed by a NZILA (New Zealand Institute of Registered Architects) registered landscape architect in consultation with an archaeologist registered with the NZAA (New Zealand Archaeological Association). The Plan shall adhere to the ICOMOS Charter principles.</li> <li>• The heritage trail shall incorporate at least 15 interpretive plaques with photos and wording in the approximate locations shown in the attached "Limeburners Bay Heritage Trail Draft Concept Plan".</li> <li>• The Hobsonville Heritage Trust shall consult with Council's parks planning and traffic and roading division prior to finalising its</li> </ul>	Reported 6 & 12 months until heritage trail completed.

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		<p>landscape plan and location of interpretive plaques on reserves and road reserves.</p> <ul style="list-style-type: none"> <li>Final assets to be deposited with Council for ongoing maintenance.</li> </ul>	
<b>Core Operations</b>	Build paths/boardwalks to enable access to kiln floors.	<p>Evidence of:</p> <ul style="list-style-type: none"> <li>Landscaping plan being developed, application lodged with the NZ Historic Places Trust to modify an archaeological site and building and resource consents obtained.</li> </ul>	Reported 6 & 12 monthly until paths and/or boardwalks installed.
<b>Core Operations</b>	Construct plumbing and drainage to keep kiln floors from filling with stormwater.	<p>Evidence of:</p> <ul style="list-style-type: none"> <li>Plumbing/ drainage plan being developed in accordance with Council's code of practice and in accordance with heritage best practice as outlined in the ICOMOS Charter.</li> <li>Final plans deposited with Council and asset handed over to Parks for ongoing maintenance.</li> </ul>	Reported 6 & 12 monthly until physical works completed.

<p><b>Core Operations</b></p>	<p>Provide a high quality heritage experience in the parks/esplanade reserves in Hobsonville for community use</p>	<p>Conform to requirements of approved Asset Management Plan Satisfactory annual audit conducted by Council's Parks Unit and heritage staff.</p>	<p>Reported 12 monthly until completed.</p>
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- Stage 1 (1-3)  
 Wake Pottery site  
 WCC Esplanade reserve  
 WCC Local Purpose Reserve
- Stage 2 (4)  
 Church  
 Privately owned  
 Esplanade  
 WCC
- Stage 3 (13-18)  
 Gardens Pottery site  
 WCC Esplanade reserve  
 Oak Park  
 WCC Local Purpose Reserve
- Stage 4 (19-20)  
 Clarks Lane  
 Barber house  
 Privately owned  
 trees  
 WCC Roadside reserve
- Stage 5 (19)  
 Niagara's tunnel  
 NZ Airforce  
 Community house  
 WCC

figure 18

**Limeburners Bay Heritage Trail draft Concept Plan**

To be completed in stages as funding and resources to develop become available and future esplanade/reserves are acquired. Each stage will stand alone and is not dependent on others. To have unified signage and paving throughout - broken/loss pieces of glazed bricks, tiles, pipes etc from primary sites to be incorporated into walkway paving wherever possible. The detailed design to be developed in conjunction with West Auckland Historical Society, NZ Historic Places Trust, Museum of Transport & Technology, WCC Council heritage advisor etc. Clark House and site would be the ideal carparking/starting point for the entire trail if at some time in the future (when it is no longer required by the Airforce) it should be acquired and developed as a ceramics museum and home to the Crown Lynn collection. Some dedication/recognition of Richard Quinn would be appropriate.

**MINUTES OF A MEETING OF THE TOWN CENTRES SUBCOMMITTEE HELD IN THE  
COUNCIL CHAMBER AT WAITAKERE CENTRAL, 6 HENDERSON VALLEY ROAD,  
HENDERSON, WAITAKERE, ON MONDAY, 17 AUGUST 2009,  
COMMENCING AT 9.34 AM**

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**PRESENT:**

Councillors	DQ	Battersby, QSM, JP (Chairman)
	RP	Dallow, QPM, JP (Deputy Chairman) (from 10.49 am)
	BA	Brady, JP (until 10.50 am)
	JM	Clews, QSO, JP
	PG	Mitchell
Mr	P	van der Voort (Deputy Chariman, New Lynn Community Board)

**ABSENT:**

Mr D Cosgrove (AMP Capital Investments Limited)  
Mr P King (ONTRACK)  
Mr B Glover (New Lynn Business Association)  
Mr P Clark (Auckland Regional Transport Authority Observer)

**IN ATTENDANCE:**

Director: Strategic Planning  
Deputy Director: Strategic Planning  
Manager: Urban Design & Development  
Strategic Advisor: Transport  
Senior Arts Project Co-ordinator  
Committee Secretary: C Fernandes

**1 APOLOGIES**

1395/2009

MOVED by Cr Battersby, seconded Cr Mitchell:

That apologies from Crs Clow, Cooper, Corban, Jolley, Councillor P Walbran (ARC), EAG Grimmer (Chairman, Henderson Community Board), A Lockie (Westfield Limited) and E Johnston (Henderson Business Network) for absence, and Cr Dallow for lateness, be received and sustained.

**CARRIED**

**2 URGENT BUSINESS**

There was no Urgent Business.

**3 CONFLICTS OF INTEREST**

Elected Members were reminded via the agenda, of the need to be vigilant to stand aside from decision making when a conflict arises between their role as a member of the Council and any private or other external interest they might have.

**4 CONFIRMATION OF MINUTES**

1396/2009

MOVED by Cr Brady, seconded Cr Mitchell:

The Town Centres Subcommittee resolved to:

**Receive** the minutes of the meeting of the Town Centres Subcommittee held on Monday, 16 February 2009, as circulated, and that they be taken as read and now be confirmed.

**CARRIED**

**5 PRESENTATIONS**

**A FEEDBACK FROM PUBLIC CONSULTATION ON PARKING PLANS**

The Strategic Advisor: Transport responsible for the parking plans presented the Town Centres Subcommittee with the feedback received during public consultation on the Draft Parking Plans including the issues raised, highlighting issues related to town centres and to the Henderson and New Lynn Town Centres in particular.

1397/2009

MOVED by Cr Clews, seconded Cr Brady:

The Town Centres Subcommittee resolved to:

**Receive** the presentation on Feedback From Public Consultation On Parking Plans.

**CARRIED**

**B NEW LYNN URBAN PLAN PRESENTATION**

Manager: Urban Design & Development presented the work being undertaken to develop the New Lynn Urban Plan to the Town Centres Subcommittee.

1398/2009

MOVED by Cr Clews, seconded Cr Mitchell:

The Town Centres Subcommittee resolved to:

**Receive** the New Lynn Urban Plan Presentation.

**CARRIED**

**6 NEW LYNN TRANSIT ORIENTED DEVELOPMENT - ARTS INTEGRATION**

10.49 am Cr Dallow entered the meeting.

10.50 am Cr Brady left the meeting.

1399/2009

MOVED by Cr Clews, seconded Cr Mitchell:

The Town Centres Subcommittee resolved to:

**Receive** the New Lynn Transit Oriented Development - Arts Integration report.

**CARRIED**

11.03 am

The Chairman thanked Members for their attendance and attention to business and declared the meeting closed.

CONFIRMED AT A MEETING OF THE TOWN CENTRES SUBCOMMITTEE HELD ON

**DATE:**.....

**CHAIRMAN:**.....

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