
PART IV - ENVIRONMENTAL MANAGEMENT

11 SHOPPING TROLLEYS IN STREAMS

PURPOSE OF THE REPORT

The purpose of this report is to recommend to the Environmental Management Committee the approval of a Memorandum of Understanding with supermarket operators to control shopping trolleys.

BACKGROUND

As a result of feedback from the community and the Henderson Community Board, the Environmental Management Committee has investigated a number of methods to control the dumping of shopping trolleys in streams and public places.

A report was presented to the Environmental Management Committee on this matter on 12 November 2002 and the Committee resolved as follows:

"! That the Director: City Services is delegated authority to apply the process available under the Resource Management Act, through the issue of abatement notices or enforcement orders where shopping trolleys are causing adverse effects on the environment.

- That the desirability and feasibility of promoting a Variation to the District Plan requiring any new premises that provide shopping trolleys to demonstrate how the adverse effects are to be avoided, mitigated or remedied be reported back to the Environmental Management Committee by 13 February 2003.*
- That a consultation process on proposed Bylaw No. 33, 2003 to include in clause 6.2 the words "Such identification to be non removable" be initiated and that the results of consultation be referred to the meeting of the Environmental Management Committee scheduled for 13 March 2003, with the objective of recommending that the proposed Bylaw No. 33, 2003 be considered by the ordinary meeting of Council to be held on 28 March 2003."*

3273/2002

Subsequently, a further report was presented to the Environmental Management Committee on 11 March 2003. The Committee received submissions on the proposed Bylaw and resolved as follows:

"! That the proposed Bylaw No 33 2003 not be progressed at this stage.

- That the Group Manager, Asset Management be authorised to develop a Memorandum of Understanding with supermarkets and key retailers which focuses on solutions that will result in significant improvements in stream quality and amenity values for consideration by the Environmental Management Committee at its meeting scheduled to be held on 13 May 2003."*

441/2003

"! That the supermarket industry and other key retailers be given a period of three months to put in place practices that will prevent the removal and theft of supermarket trolleys from and within their control and the further action they intend to take to recover the trolleys from other places at the earliest opportunity."

442/2003

STRATEGIC CONTEXT

Dumping shopping trolleys in streams impacts negatively on the Council's strategies for the Green Network which aim to ensure that streams will be full of life. It causes a number of adverse environmental effects and is harmful to ecosystems.

MEMORANDUM OF UNDERSTANDING

The proposed Memorandum of Understanding is between the following parties:

- The Operators:
 - Progressive Enterprises Limited;
 - Foodstuffs Auckland Limited;
 - The Warehouse Limited;
 - Coles Myer New Zealand Holdings Limited (Trading As Kmart New Zealand);
Briscoes (New Zealand) Limited; and
- Waitakere City Council.

A13-A18

A copy of the Memorandum of Understanding is attached at pages A13 to A18.

The scope of the Memorandum of Understanding is as follows:

Operator Commitments

The operators have agreed to a number of measures to reduce the incidence of trolley theft from their premises and subsequent abandonment.

Council Commitments

The council acknowledges its preference for this non-regulatory approach, which it considers preferable to regulatory control methods. However, this will be reviewed if the memorandum of understanding is insufficient.

Publicity

The parties will make joint media statements about the arrangement, and a draft press release has been agreed by all the parties.

Relationship Managers

Each party agrees to establish a relationship manager as a point of contact. Each party is to notify the other parties in writing of the name and contact details of its relationship manager, and to notify the parties of any change in those details.

Steering Group and Reviews

The parties agree to establish a steering group comprised of councillors, council officers and operator representatives. The steering group will meet for an initial review in October 2003 and thereafter will meet once within each following twelve month period to assess the effectiveness of the control measures and discuss whether any changes to those measures are necessary. The steering group will agree the work programme for each following year.

Accordingly, it is recommended that a representative of the Environmental Management Committee be nominated to represent Council on the Steering Group.

As this issue affects the New Lynn and Henderson Wards mainly, it is recommended that the New Lynn and Henderson Community Board be invited to nominate one representative to the Steering Group.

RESOURCES

The proposed Memorandum of Understanding can be implemented with existing staff resources and there are no financial implications arising from this.

CONCLUSION

Given that the Council's objective is to avoid the dumping of shopping trolleys in streams and public places, non-regulatory methods are considered to be more effective at this stage. The Bylaw approach is still available to be considered at a later date if the Memorandum of Understanding with supermarket operators proves ineffective.

Accordingly, it is recommended that a Memorandum of Understanding developed with the operators be approved.

RECOMMENDATIONS

1. That the information and submissions on Shopping Trolleys in Streams be received.
2. That the Memorandum of Understanding between Waitakere City Council and
 - Progressive Enterprises Limited;
 - Foodstuffs Auckland Limited;
 - The Warehouse Limited;
 - Coles Myer New Zealand Holdings Limited (Trading As Kmart New Zealand);
 - Briscoes (New Zealand) Limited;be approved and that the Chief Executive be delegated authority to execute the Memorandum of Understanding.
3. That the Environmental Management Committee nominate a representative for the Steering Group as a voluntary basis.
4. That a copy of the Shopping Trolleys in Streams report be forwarded to the New Lynn and Henderson Community Boards and that the Boards be asked to nominate one representative to the Steering Group on a voluntary basis.

Report prepared by: Tony Miguel, Group Manager: Asset Management.

APPENDIX

WAITAKERE CITY COUNCIL

PROGRESSIVE ENTERPRISES LIMITED

FOODSTUFFS AUCKLAND LIMITED

THE WAREHOUSE LIMITED

COLES MYER NEW ZEALAND HOLDINGS LIMITED
(trading as KMART NEW ZEALAND)

BRISCOES (NEW ZEALAND) LIMITED

MEMORANDUM OF UNDERSTANDING

RUSSELL McVEAGH

DATED

June

2003

PARTIES

WAITAKERE CITY COUNCIL ("COUNCIL")

PROGRESSIVE ENTERPRISES LIMITED, FOODSTUFFS AUCKLAND LIMITED, THE WAREHOUSE LIMITED, COLES MEYER NEW ZEALAND HOLDINGS LIMITED (trading as KMART NEW ZEALAND), BRISCOES (NEW ZEALAND) LIMITED (collectively the "OPERATORS")

BACKGROUND

- A. The Parties are concerned at the removal of shopping trolleys from supermarket and retail premises and subsequent abandonment of shopping trolleys on the streets and in the waterways of Waitakere City ("**City**").
- B. The Parties have agreed to develop a memorandum of understanding setting out the joint approach agreed between the Parties to address the issue of abandoned trolleys.
- C. The Council acknowledges that this non-regulatory approach is preferable to regulatory methods, such as the imposition of liabilities under bylaws, and undertakes to make every effort to making this joint approach work.

UNDERSTANDING

Operator commitments

1. The Operators have agreed to the following measures to reduce the incidence of trolley theft from their premises and subsequent abandonment:
 - (a) Placing signs on the exits from their premises and on their trolley bays warning of the consequences of removing a trolley from the premises, and erecting signs in appropriate places (to be agreed between the Operators and the Council) along the nearby waterways requesting people not throw trolleys into the creeks. The exact location and wording of the signs (taking into consideration an appropriate language or languages and the use of graphics) is to be agreed on a site by site basis between the Operators and the Council.

- (b) Undertaking monthly trolley counts. A monthly report is to be provided to the Council setting out a summary of trolley counts in order to assess the effectiveness of this Memorandum of Understanding.
- (c) Undertaking weekly sweeps of nominated streams and roads to recover shopping trolleys. The streams and roads to be subject to these sweeps are to be agreed between Council officers and the respective Operators. These sweeps will be undertaken by each Operator in respect of their individual stores. The contact details of the person responsible at each of the Operators' premises are set out in Appendix 1. When the person responsible changes, the Operators agree to forward the details of the new contact person to the Council as soon as practicable.
- (d) Forming an "on call" team to receive calls from Council staff, and which will remove trolleys within 24 hours of that notification, seven days per week, regardless of condition and location (provided that the trolley is within the "operational area" defined by the map **attached** as Appendix 2. The on call team will be comprised of employees from each of the stores and will be on call for a certain number of times per year (eg, each team will be on call for a two month period each year). A twelve month schedule is to be developed between the Operators and the Council setting out contact details and method of contact.
- (e) Continuing to investigate whether there are any cost effective options for restricting the trolleys from leaving the supermarket premises.
- (f) Undertaking "blitzes" by the Operators' security guards who will attempt to prevent people leaving their premises with trolleys, and warning the offenders that the removal of trolleys from the premises is theft and may be treated as such. In appropriate circumstances, such as repeat offending, the Operators may consider taking further action, such as referring the matter to the Police for prosecution.

Council commitments

2. The Council acknowledges its preference for this non-regulatory approach, which it considers preferable to regulatory control methods.
3. The Council acknowledges its commitment to the process and milestones set out in this Memorandum of Understanding and acknowledges its commitment to giving an

A6 A15

opportunity for the process and measures set out in this Memorandum of Understanding (and any changes agreed by the Parties) a reasonable time to work.

Publicity

4. The Parties agree to make a joint press release about this arrangement, provided that all Parties agree to the content of any such press release. As necessary, the Parties will make joint press releases.
5. No party will criticise the other publicly without first discussing in good faith any matters of concern with the other. Provided that this clause does not restrict any party from discussing any matters with their staff, sub-contractors, agents, advisors or persons for whom that party is responsible.

Relationship Managers

6. Each Party agrees to establish a Relationship Manager as a point of contact. Each Party is to notify the other Parties in writing of the name and contact details of its Relationship Manager, and to notify the Parties of any change in those details.

Reviews

7. The Parties agree to establish a Steering Group comprised of Councillors, Council officers and Operator representatives. The Steering Group will meet for an initial review in October 2003 and thereafter will meet once within each following twelve month period to assess the effectiveness of the control measures and discuss whether any changes to those measures are necessary. The Steering Group will agree the work programme for each following year which is to be set out in this Memorandum of Understanding.
8. The Steering Group will operate in accordance with standard meeting procedures. The quorum for any meeting is one Councillor and one Operator representative. Minutes will be taken and circulated to the Parties.
9. In addition to the Steering Group meetings, the Parties agree that Council Officers may meet with the Operators' Relationship Managers each month to discuss progress. Such arrangements are to be made by the Council Officers direct with the Operators' Relationship Managers.

Variation and termination

10. This Memorandum of Understanding may be varied or cancelled as agreed by all the Parties.
11. In the event that the Council introduces a regulation or bylaw relating to the regulation or management of trolleys then each Operator may exit this Memorandum of

Understanding and end that Operator's obligations under the Memorandum of Understanding by giving one month's notice in writing to the other Parties.

Dispute resolution

- 12. The Steering Group will discuss any issues of concern and any potential amendments to this Memorandum of Understanding.
- 13. The Parties agree that any dispute will be referred to the Steering Group in the first instance for resolution.

Confidentiality

- 14. This document is not confidential and may be made available to the public.

EXECUTION

THE COMMON SEAL OF WAITAKERE CITY COUNCIL was affixed in the presence of:

Mayor Bob Harvey

Harry O'Rourke, Chief Executive

Name of authorised signatory

Name of authorised signatory

PROGRESSIVE ENTERPRISES LIMITED by:

Signature of director

Signature of director

Name of director

Name of director

FOODSTUFFS AUCKLAND LIMITED by:

Signature of director

Signature of director

Name of director

Name of director

THE WAREHOUSE LIMITED by:

Signature of director

Signature of director

A8 AMT

Name of director

Name of director

**COLES MEYER NEW ZEALAND
HOLDINGS LIMITED trading as KMART
NEW ZEALAND by:**

Signature of director

Signature of director

Name of director

Name of director

**BRISCOES (NEW ZEALAND) LIMITED
by:**

Signature of director

Signature of director

Name of director

Name of director

A9 A18