

5 August 2026

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Kia ora [REDACTED]

Local Government Official Information Request – SR.112246 – Shelterbelt thinning

I refer to your official information request received by Western Bay of Plenty District Council (Council) on 22 July 2026 where you have requested information pertaining to the shelterbelt [REDACTED]
[REDACTED]

The answers to your questions are set out below:

1. Why neighbouring property owners were not consulted before these works were undertaken.
The shelterbelt is located on, and owned by, the neighbouring property. Council sought permission from the owner to trim back the shelterbelt as it was impacting Council property. No consent or formal consultation was required, as this was considered general maintenance.
2. Why the shelter belt was reduced to its current state.
One side [REDACTED] was trimmed in December 2025 with the agreement of the property owner as it had grown over the property boundary and was encroaching on [REDACTED]. The trimming was required as it was impacting the security fence and posed a risk to Council's assets.
3. Whether any environmental, health or risk assessments were undertaken, including consideration of potential spray drift.
Standard health and safety risk assessments for performing the works were undertaken by the contractor. The works were agreed with the owner of the shelterbelt

4. What immediate measures the Council will implement to protect neighbouring residents.

No current plans exist to do any further works.

5. Whether the Council intends to reinstate an effective shelter belt or provide an equivalent long-term protective solution.

Prior to the works being undertaken you met with [REDACTED] to discuss a potential long-term solution of providing an artificial shelterbelt (which was objected). As a result, Council has not progressed this option further.

It should be noted that the shelterbelt is located on private property and Council has no control over what the landowner wishes to do with the shelterbelt in the long term.

Please refer to the following items regarding copies of information you have requested:

1. The project plans relating to these works.

No project plans exist. Therefore, this information must be refused under section 17(e) of the Local Government Official Information and Meetings Act 1987, whereby the information requested does not exist.

2. Any contractor instructions concerning the shelter belt.

Please refer to Attachment A.

Please note, personal and financial information has been removed as per section 7(2)(b)(ii) of the Local Government Official Information and Meetings Act 1987, where disclosing this information may prejudice the commercial position of the company who supplied it.

3. Any arborist, environmental, health or risk assessment reports.

No reports you have requested exist. Therefore, this information must be refused under section 17(e) of the Local Government Official Information and Meetings Act 1987, whereby the information requested does not exist.

4. All consultation records.

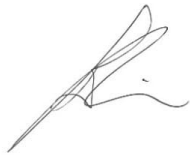
As this regular maintenance, no consent or formal consultation was required. Therefore, this information must be refused under section 17(e) of the Local Government Official Information and Meetings Act 1987, whereby the information requested does not exist.

5. Internal reports, emails, file notes and decision - making documents relating to the reduction of the shelter belt.

Please refer to Attachment A for a copy of information held pertaining to the trimming of the shelterbelt.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at freephone 0800 802 602 or at www.ombudsman.parliament.nz.

Ngā mihi

A handwritten signature in black ink, appearing to be 'Brad Singh', written in a cursive style.

Brad Singh
General Manager Infrastructure Services



Variation Order #VO-019: Hedge trimming

General Information

Status	Open	Assignees	Timothy Bertram (BRIAN PERRY CIVIL LTD)
Created Date	Oct 24, 2025	Issued Date	Oct 24, 2025
Due Date	Oct 31, 2025	Location	None
Spec Section	None	Program Impact	No
Cost Impact	Yes (Unknown)	Cost Code	None
Received From	Bryan Foreman (PC-OCTA ASSOCIATES LTD)		
Distribution	[REDACTED] (WESTERN BAY OF PLENTY DISTRICT COUNCIL), [REDACTED] (PC-OCTA ASSOCIATES LTD), [REDACTED] (BRIAN PERRY CIVIL LTD), [REDACTED] (BRIAN PERRY CIVIL LTD), [REDACTED] (BRIAN PERRY CIVIL LTD), [REDACTED] (BRIAN PERRY CIVIL LTD), [REDACTED] (BRIAN PERRY CIVIL LTD)		
Description	Hi [REDACTED], Please find attached VO019 - Please schedule works to align with your programme.		
Attachments	VO 019 - HEEdge trimming.pdf		

Links

Origin Correspondence	None	Origin RFI	None
Linked Drawings	None		

Activity (0)



OCTA.CO.NZ
[Redacted]
AUCKLAND | HAMILTON | WELLINGTON | CHRISTCHURCH | DUNEDIN

VARIATION ORDER		VO#	19
CLIENT / PROJECT:	Western Bay Of Plenty Council [Redacted]	JOB NO:	8122
CONTRACTOR:	Brian Perry Civil [Redacted]	DATE	24-Oct-25
		VPS#	
		Purchase Order	

Please note the following Variation is authorised by this Contract.
All prices exclude GST. These variations include allowances for all relevant variations for work of sub-contractors and for all margins.

Subject: Hedge trimming				
VO #	CI #	Description of Work	Contract Adjustment	
			Claimed	Approved
19.1		This variation order formalises VPR 20 - Trim hedges. Work is to trim the hedges on the [Redacted] side, and does not include trimming the top or the opposite side of the powerlines. Please programme this works to fit within your programme for [Redacted] fencing replacement.	\$ -	\$ [Redacted]

TOTAL APPROVED THIS VARIATION ORDER: \$ [Redacted]

Issued by: [Redacted]
[Redacted] (Engineers Representative)

To: [Redacted] [Redacted]

Copies To:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



QUOTE

Brian Perry Civil
[Redacted]

Date
17 Oct 2025

Expiry
17 Jan 2026

Quote Number
QU-7586

GST Number
010-380-383

Arbor Care Limited
[Redacted]

[Redacted] Shelterbelt trimming

Description	Quantity	Unit Price	Amount NZD
Row of mature Cryptomeria trees, extent is from the entrance to site, down to where the neighbor's timber boundary fence meets.	1.00	[Redacted]	
* Trim side branches back to trunk on [Redacted] side only. Trimming height will be up to where shelterbelt has been previously height reduced. This trimming height includes the taller trees. We don't intent to side trim the taller trees right to the top. Any smaller trees and vegetation along fence line will be cleared out. Chain-link fence will be removed prior. Truck/chipper will be positioned nearer the road and all material will be carried with a small excavator, along shelterbelt to chipper. We intend to use a cherry picker for some of this work, where accessible. Any drug testing cost and time associated pre work commencement, will be charged out separately. 3x men, Truck / 15" Chipper, Picker, Small cat digger + transport Price based on 3x days: One day with 3x men, truck/chipper, picker + digger			

Description	Quantity	Unit Price	Amount NZD
2nd day with 3x men, truck/chipper + digger			
3rd day with 2x men, truck/chipper + digger			
Subtotal			
TOTAL GST 15%			
TOTAL NZD			

Terms

Terms and Conditions of Contract:

The Contractor

The contractor agrees to perform the work in a competent manner and in compliance with the specification contained in the quotation / estimate.

Amendments

Amendments to the contract specifications and price must be made in writing and agreed upon by both parties.

Payment

All contracts are accepted on the basis of full payment within seven (7) days from the date of the invoice, unless otherwise stated. Interest may be charged on any amount owing after the due date at the rate of 1.5% per month. Any expenses, disbursements and legal costs incurred by Arbor Care in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fee.

Complaints

Any complaints which may arise from work performed under any contract arising from acceptance of the estimate or quote must be made within the period of seven (7) days from the date of invoice, unless agreed in writing to the contrary.

Protected Trees

The trees concerned in the contract may be protected by a local or regional authority. Where it is necessary to obtain consents from the relevant authorities, it will remain the responsibility of the tree owner, unless Arbor Care Ltd is authorised by the owners to carry out this service in the contract.

Underground Services

Unless a plan showing the exact location of underground pipes, wires, or cables has been forwarded to us by the owner of the land (or his agent) prior to the formation of the contract, the contractor shall be under no liability for any damage caused as a result of work performed under the contract to such pipes, wires, or cables or any damage to property resulting there from. The owner of the land or his agent shall be solely liable for any such damage.

Hidden Obstructions

Quotations for felling are based on the assumption that trees are free from metal, stone or other hidden obstructions. In the event of a tree being impossible to fell in the normal manner, the company reserves the right to re quote accordingly.

Stump Grinding

Stump grinding involves the removal of the tree stump to a depth of 150mm, but does not include the removal of lateral roots or stump chippings unless specified otherwise.

Insurance Cover

All work carried out by the contractor is covered by \$5,000,000 Third Party and Public Liability Insurance for damage to persons or property that may result in the implementation of the contract.

Firewood

Firewood left on site will be ringed, but not split unless specifically requested in the contract. All lengths are approximate.

Arbitration

Should any dispute arise as to the interpretation of the contract, it shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments. Any decision of the Arbitrator shall be final and binding, upon the parties.

Expiry of Quotation

Three months after submission of the quotation, the contractor reserves the right to withdraw and re price work, unless otherwise agreed in writing on acceptance of instructions from the owner.

Cancellation Fee

We reserve the right to charge a cancellation fee of \$100.00 if less than 12 hours notice of cancellation is given.



Date: 20-Oct-25

VPR No:

VPR020

Description:

Cost to Trim the shelter belt from the site entrance down to [REDACTED] Boundary. High trees near powerlines will be trimmed to the height of the rest of the existing shelter belt (not full height). These works are to be done after the old fence has been removed and the new fence has been installed. Approx duration is 3 days

1 Reason for Claim	The Engineer wishes for a quote to trim the existing shelter belt back to the trunks		
2 Contract Clauses	Clause 9.1.1.d and 9.3.7 of NZS3916:2013 and Clause 9.3.9 & 9.3.10 of Special Conditions of Contract.		
3 References			
4 Special Conditions			
5 Cost Summary (based on NZS3916:2013)			Value
Net Cost Component	(as attached)	(a)	
Schedule Component	(as attached)	(b)	
Plus Onsite Overheads	(as attached)	(c)	
Plus Offsite Overheads & Profit	(as attached)	(d)	
Sub Total		(e)	
6 Working day rate \$ x EOT	(as attached)	(f)	
7 Risk	percentage allowance on work priced in advance	0%	
8 Cost of Processing	(as attached)	(g)	
TOTAL ESTIMATED COST Excl GST \$NZ			
9 Adjustment to Dates for Practical Completion	An Extension of Time of (0) days is required to the following completion dates for the net effect of this variation:		
	Current due date for completion	Revised due date for completion	
Practical Completion	27 January 2026	27 January 2026	
Separable Portion 1			
Separable Portion 2			
for the net effect of this variation.			
10 Price is deemed to be agreed within 10 working days after the date of submission if there is no formal objection.			

 VARIATION ESTIMATE WORKSHEET											
PROJECT :		Project:				BPC JOB #:		BPW032			
		Cost to Trim the shelter belt from the site entrance down to Boundary. High trees near powerlines will be trimmed to the height of the rest of the existing shelter belt (not full height). These works are to be done after the old fence has been removed and the new fence has been installed. Approx duration is 3 days				Sheet No: 1 of 1 Date : 20/10/2025		on site % off site % and profit			
VO No:		VPR020						12.00% 15.00%			
Labour		Number	Hours			Total Hrs	Rate	Amount	on site %	off site %	Amount
			x1	x1.5	x2						
Labour to install and remove temp fence		2	8			16					
Materials		Quantity	Unit			Rate	Amount	on site %	off site %	Amount	
							-	-	-	-	
							-	-	-	-	
Plant		Quantity	Unit			Rate	Amount	on site %	off site %	Amount	
Temporary fence panels - hire		1	LS								
Temporary fence panels - delivery and pickup		2	Ea								
Subcontractor's Work		Quantity	Unit			Rate	Amount	on site %	off site %	Amount	
Aborcare works - as per terms and description of attached quote		1.0	Ea								
Scheduled Items		Quantity	Unit			Rate	Amount	on site %	off site %	Amount	
							-	-	-	-	
							-	-	-	-	
							-	-	-	\$ -	
Totals											
WDR \$ x 0 days							-				
Off site OH											
Sub total							-			\$ -	
Cost of Processing							Amount	on site %	off site %	Amount	
As NZS3916:2013		Processing cost by		Rates	N/A	enter Y in relevant box					
tot adds				%							
tot deds											
nett		\$ option		x							
add+ded				rate	hours						
total adj		% option		total adj	x						
				%							
Sub total							-			\$ -	
Prepared by: Mark Seymour										Total	