

**ORDINARY MEETING**

**OF**

**CITY STRATEGY COMMITTEE**

**AGENDA**

**Time:** 9.30am  
**Date:** Thursday, 15 November 2018  
**Venue:** Committee Room 1  
Ground Floor, Council Offices  
101 Wakefield Street  
Wellington

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**MEMBERSHIP**

Mayor Lester  
Councillor Calvert  
Councillor Calvi-Freeman  
Councillor Dawson  
Councillor Day  
Councillor Fitzsimons  
Councillor Foster  
Councillor Free  
Councillor Gilberd  
Councillor Lee  
Councillor Marsh  
Councillor Pannett (Chair)  
Councillor Sparrow  
Councillor Woolf  
Councillor Young

**NON-VOTING MEMBERS**

Te Rūnanga o Toa Rangatira Incorporated  
Port Nicholson Block Settlement Trust

**Have your say!**

*You can make a short presentation to the Councillors at this meeting. Please let us know by noon the working day before the meeting. You can do this either by phoning 04-803-8334, emailing [public.participation@wcc.govt.nz](mailto:public.participation@wcc.govt.nz) or writing to Democracy Services, Wellington City Council, PO Box 2199, Wellington, giving your name, phone number, and the issue you would like to talk about.*

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## AREA OF FOCUS

The role of the City Strategy Committee is to set the broad vision and direction of the city, determine specific outcomes that need to be met to deliver on that vision, and set in place the strategies and policies, bylaws and regulations, and work programmes to achieve those goals.

In determining and shaping the strategies, policies, regulations, and work programme of the Council, the Committee takes a holistic approach to ensure there is strong alignment between the objectives and work programmes of the seven strategic areas of Council, including:

- **Environment and Infrastructure** – delivering quality infrastructure to support healthy and sustainable living, protecting biodiversity and transitioning to a low carbon city
- **Economic Development** – promoting the city, attracting talent, keeping the city lively and raising the city's overall prosperity
- **Cultural Wellbeing** – enabling the city's creative communities to thrive, and supporting the city's galleries and museums to entertain and educate residents and visitors
- **Social and Recreation** – providing facilities and recreation opportunities to all to support quality living and healthy lifestyles
- **Urban Development** – making the city an attractive place to live, work and play, protecting its heritage and accommodating for growth
- **Transport** – ensuring people and goods move efficiently to and through the city
- **Governance and Finance** – building trust and confidence in decision-making by keeping residents informed, involved in decision-making, and ensuring residents receive value for money services.

The City Strategy Committee also determines what role the Council should play to achieve its objectives including: Service delivery, Funder, Regulator, Facilitator, Advocate

The City Strategy Committee works closely with the Long-term and Annual Plan Committee to achieve its objectives.

**Quorum:** 8 members

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**TABLE OF CONTENTS**  
**15 NOVEMBER 2018**

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<b>Business</b>	<b>Page No.</b>
<b>1. Meeting Conduct</b>	<b>5</b>
<b>1.1 Mihi</b>	<b>5</b>
<b>1.2 Apologies</b>	<b>5</b>
<b>1.3 Conflict of Interest Declarations</b>	<b>5</b>
<b>1.4 Confirmation of Minutes</b>	<b>5</b>
<b>1.5 Items not on the Agenda</b>	<b>5</b>
<b>1.6 Public Participation</b>	<b>6</b>
<b>2. Operational</b>	<b>7</b>
<b>2.1 Stormwater Easement and Wastewater Easement through Reserve: Carrara Park</b> Presented by Councillor Gilbert	<b>7</b>
<b>2.2 Proposed removal of charges for food inspections at community events</b> Presented by Councillor Dawson	<b>13</b>
<b>2.3 Two new Leases under the Wellington Town Belt Act 2016: Existing Tenants</b> Presented by Councillor Gilbert	<b>19</b>
<b>2.4 St James Theatre Project Update</b> Presented by Mayor Lester	<b>77</b>



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## **1 Meeting Conduct**

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### **1.1 Mihi**

The Chairperson invites a member of the City Strategy Committee to read the following mihi to open the meeting.

#### ***Taiō Pōneke<sup>†</sup> – City Strategy Committee***

##### **Te wero**

Toitū te marae a Tāne

Toitū te marae a Tangaroa

Toitū te iwi

Taiō Pōneke – kia kakama, kia māia!

Ngāi Tātou o Pōneke, me noho ngātahi

Whāia te aratika

##### **Our challenge**

Protect and enhance the realms of the Land and the Waters, and they will sustain and strengthen the People.

City Strategy Committee, be nimble (quick, alert, active, capable) and have courage (be brave, bold, confident)!

People of Wellington, together we decide our way forward.

<sup>†</sup> The te reo name for the City Strategy Committee is a modern contraction from 'Tai o Pōneke' meaning 'the tides of Wellington' – uniting the many inland waterways from our lofty mountains to the shores of the great harbour of Tara and the sea of Raukawa: ki uta, ki tai (from mountain to sea). Like water, we promise to work together with relentless synergy and motion.

### **1.2 Apologies**

The Chairperson invites notice from members of apologies, including apologies for lateness and early departure from the meeting, where leave of absence has not previously been granted.

### **1.3 Conflict of Interest Declarations**

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

### **1.4 Confirmation of Minutes**

The minutes of the meeting held on 8 November 2018 will be put to the City Strategy Committee for confirmation.

### **1.5 Items not on the Agenda**

The Chairperson will give notice of items not on the agenda as follows.

#### ***Matters Requiring Urgent Attention as Determined by Resolution of the City Strategy Committee.***

The Chairperson shall state to the meeting:

1. The reason why the item is not on the agenda; and
2. The reason why discussion of the item cannot be delayed until a subsequent meeting.

The item may be allowed onto the agenda by resolution of the City Strategy Committee.

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***Minor Matters relating to the General Business of the City Strategy Committee.***

The Chairperson shall state to the meeting that the item will be discussed, but no resolution, decision, or recommendation may be made in respect of the item except to refer it to a subsequent meeting of the City Strategy Committee for further discussion.

**1.6 Public Participation**

A maximum of 60 minutes is set aside for public participation at the commencement of any meeting of the Council or committee that is open to the public. Under Standing Order 3.23.3 a written, oral or electronic application to address the meeting setting forth the subject, is required to be lodged with the Chief Executive by 12.00 noon of the working day prior to the meeting concerned, and subsequently approved by the Chairperson.

Requests for public participation can be sent by email to [public.participation@wcc.govt.nz](mailto:public.participation@wcc.govt.nz), by post to Democracy Services, Wellington City Council, PO Box 2199, Wellington, or by phone at 04 803 8334, giving the requester's name, phone number and the issue to be raised.

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## **2. Operational**

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### **STORMWATER EASEMENT AND WASTEWATER EASEMENT THROUGH RESERVE: CARRARA PARK**

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#### **Purpose**

1. To obtain committee approval for wastewater and stormwater easements through land held under the Reserves Act 1977 at Carrara Park, Newtown.

#### **Summary**

2. The owners of 4 Regent Street intend to subdivide the existing property into 6 terraced units. The property adjoins Carrara Park.
3. It is proposed to install a private shared sewer main to serve the units, each unit provided with a connection to the shared main. This main will run down the rear of the site and connect to the existing public sewer main that runs through Carrara Park. A wastewater easement will be required.
4. A shared stormwater main is also proposed to serve the development, each unit provided with a connection to the shared main. The stormwater main will include a new pipe leading to the existing manhole. Attenuation tanks to control the rate of stormwater run-off from the development are included. The stormwater main will connect to the existing public stormwater mains that run through Carrara Park. A stormwater easement will be required.
5. Upon completion of the proposed work the area will be reinstated to its former condition, including being regrassed. The stormwater and wastewater pipe on the Council land will be vested in Wellington Water as part of the public infrastructure network.
6. The proposed easements will be dealt with under section 48 of the Reserves Act 1977 and will not require public notification.

#### **Recommendation/s**

That the City Strategy Committee:

1. Receives the information.
2. Agrees to grant a stormwater and wastewater easement in perpetuity over reserve land at Carrara Park [being part of DP 6458 and DP 75223] pursuant to section 48 of the Reserves Act 1977.
3. Notes that any approval to grant the two easements (referred to above) is conditional on:
  - a. all related costs being met by the applicant of the proposal.
4. Notes that the work within the easement area will be subject to the relevant bylaw, building and/or resource consent requirements.
5. Notes that the works will proceed in accordance with final Parks, Sport and Recreation

agreement to all replanting mitigation plans and park management/work access plans.

6. Authorises the Chief Executive Easement Officer to carry out all steps to effect the easement.

## Background

7. KJ Holdings Ltd is subdividing the existing property at 4 Regent Street into 6 terraced units and has applied for easements from Council. Private stormwater and wastewater mains are to be connected to the existing public stormwater and sewer mains that run through Carrara Park. The applicant has already received resource consent for the development.
8. Easements through reserve land are dealt with under 48(1)(f) of the Reserves Act 1977.

## Discussion

9. The effects of the stormwater proposal have been minimised through the design of attenuation tanks located at the north-west corner of the site to control the rate of stormwater run-off from the development. The attenuation tanks are provided to ensure the site achieves stormwater neutrality. By using stormwater neutrality, the development does not increase stormwater flows in the Council's stormwater mains.
10. There is a stormwater main along Regent Street however the ground levels within the development site mean the stormwater needs to connect to the stormwater main within the park.
11. There is no alternative sewer main connection on Regent Street with the only mains being located within the park. The old pipe connection from the site to the main is undersized so will be decommissioned and a new pipe installed across the park.
12. Officers have worked with the applicant to ensure the route through the park for each pipe is clear of trees and runs through open grass areas that can be quickly and easily reinstated. The work will take less than four weeks to complete and will be timed to ensure disturbance to park users will be minimised. All areas of grass will be reinstated and maintained by the applicant until suitably re-established. There will be no new above ground infrastructure within the park.
13. Public notification is not required under the Reserves Act as the pipes will run under the ground and the stormwater and wastewater infrastructure will not physically or materially alter the park. Public rights with respect to the park will also not be effected as a result of the work.

## Options

14. The committee can either choose to approve or decline the easements.
15. Declining the easements will have an impact on the development at 4 Regent Street as their stormwater and wastewater need to connect to the public mains system.

## Next Actions

16. If the proposed easements are accepted, a survey will be undertaken and construction will begin as soon as possible.

17. All legal documentation will be completed to the satisfaction of Council. Officers will ensure that the park is reinstated to its original condition at the conclusion of the works.

## **Attachments**

Attachment 1. Carrara Park stormwater and wastewater easements. [↓](#) 

Page 11

Authors	Julia FAMILTON, Recreation and Parks Planner Wendy O'NEILL, Property Services Manager
Authoriser	Bec RAMSAY, Manager Open Space and Recreation Planning Paul ANDREWS, Manager Parks, Sport and Recreation Barbara MCKERROW, Chief Operating Officer

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## SUPPORTING INFORMATION

**Engagement and Consultation**

No public consultation is required as part of the proposal as the reserve will not be physically or materially affected.

**Treaty of Waitangi considerations**

None.

**Financial implications**

There are none as the applicants will pay all costs associated with this easement.

**Policy and legislative implications**

The proposal is broadly consistent with the Council's requirements for a robust stormwater and wastewater network under the Long Term Plan.

**Risks / legal**

Council lawyers will prepare the easement document.

**Climate Change impact and considerations**

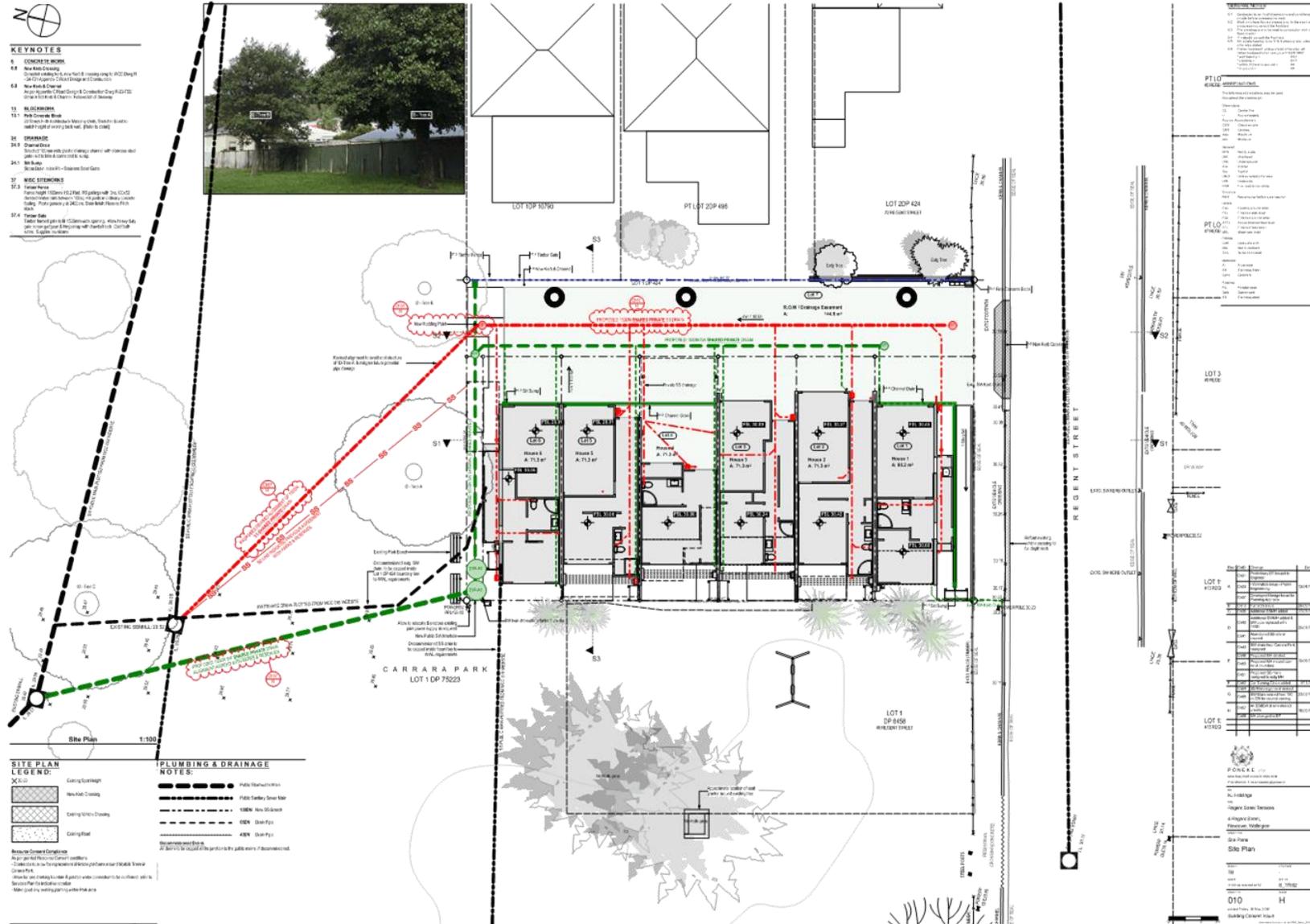
None.

**Communications Plan**

No public consultation is required. Officers will coordinate to ensure the work will not clash with annual events such as the Newtown Festival when the park is used for large scale community events. The applicant will be required to install appropriate signs at the site to let the public know what is going on and contact details for any issues or concerns.

**Health and Safety Impact considered**

This will be the responsibility of the applicant and will be part of the temporary works permit that will be issued by the WCC Parks, Sport and Recreation Rangers.





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## PROPOSED REMOVAL OF CHARGES FOR FOOD INSPECTIONS AT COMMUNITY EVENTS

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### Purpose

1. This report asks the City Strategy Committee to consider whether inspection fees should be charged for officers carrying out Food Act inspections at Community events, fairs and festivals.

### Summary

2. New legislation was introduced in 2015 which governs the production of safe and suitable food which is sold to the public. This legislation is the Food Act 2014. The Food Act has introduced a new charging regime for officers inspecting food premises (including food trucks and food stalls at fairs and festivals).
3. Councillors have enquired whether there should be an inspection charge for inspecting community events.

### Recommendation/s

That the City Strategy Committee:

1. Receives the information.
2. Agrees that fees are not charged for food safety inspections at all community events, regardless of whether they have received Council funding.
3. Notes that all communication channels will be updated accordingly.

### Background

4. When the Food Act 2014 came into effect on 1 March 2015, the charging regime for inspecting the food component of fairs and festivals changed.
5. Prior to the Food Act, event organisers were required to obtain an 'umbrella licence' which cost between \$155 and \$370 dependent on the number of stall holders at the event. Although this did not cover the actual cost of officers inspecting the venue, no additional charges were made.
6. Section 205 of the Food Act states that "*territorial authorities may, by resolution fix fees to recover the direct and indirect costs of.....compliance and monitoring activities.*" In 2015 Council approved new fees in relation to the Food Act and compliance activities were fixed at \$155 per hour (including GST).
7. Environmental health officers routinely inspect the food stalls at fairs and festivals to ensure that the operators are producing safe and suitable food. The organisers of such events are now charged for the cost of the inspections (\$155 per inspector per hour). The number of hours charged also includes any preparation work prior to the event (usually this entails receiving the application and perusing the list of stall holders in order to identify any potential areas of risk). Occasionally there will be a pre-event

meeting with the stall holders to discuss best practice and also occasionally a debrief after the event.

8. Some events are relatively small in terms of food stalls and trucks and may require a couple of hours work (e.g.: Pacifica). At the other end of the scale, Newtown Fair for example has approximately 90+ food operators and requires the attendance of 2–3 officers for a total period of 9 hours on the actual day, plus review of the details of stall holders, which can take 3-4 hours.
9. Cognisant of the fact that all food inspections at public events now attract this compliance fee, and also that a large number of events are held every year, officers have developed a risk matrix which determines whether an event actually warrants an inspection. The risk criteria taken into effect are:
  - a) The size of the event and number of stallholders
  - b) Previous performance (i.e. have there been issues in previous years?)
  - c) Are the food operators unknown?
10. If any of the above criteria are met then an inspector will undertake a compliance visit.
11. (Quite often the food stalls are existing operators who are already registered under the Food Act. However, with the exception of food trucks, these registrations tend to be for restaurants and cafes. Whilst these operators have already been inspected and approved by environmental health officers, moving their operations away from a kitchen and out into a public space presents a range of additional food safety and health and safety risks which must be separately assessed.)

## Discussion

12. Events that are held in Wellington can be categorised into three broad categories:
  - a) For profit – generally an entrance fee is charged and the organisers will receive the revenue from ticket sales.
  - b) Community event that has received financial support from the Council (Community events can receive financial support from Council through a range of grants, the Community Events fund and venue subsidies).
  - c) Unfunded community events.
13. It is not always clear whether an event is in fact a community event or an event organised for profit. Depending on the Committee's decision, officers would amend the existing application form to ask this specific question, i.e:
  - is this a community event?
  - have you received funding from the Council for this event?
  - is this event funded by or on behalf of the local community?

## Options

14. The Committee must agree which charging option should be adopted. The Committee's options are as follows:

- a) That fees are not charged for food safety inspections at all community events, regardless of whether they have received Council funding.
  - b) That fees are not charged for food safety inspections only for community events that have not received funding from the Council.
  - c) To continue to charge for food safety inspections for all events that are inspected by environmental health officers for food safety purposes, regardless of whether they are community events.
15. Officers recommend that the preferred option is option (a). A breakdown of estimated forgone revenue is provided in Attachment 1 based on fees able to be charged for the types of community events described.

### **Next Actions**

16. Once the Committee has decided which option to take, officers will contact the relevant event organisers to advise whether an inspection fee is due.

### **Attachments**

Attachment 1. Food Act summary of fees for fairs and festivals [↓](#) 

Page 17

Author	Helen Jones, Manager Public Health Group
Authoriser	David Chick, Chief City Planner

## **SUPPORTING INFORMATION**

### **Engagement and Consultation**

The original Food Act fees were set through consultation. The legislation provides for waiver of those fees in certain circumstances. Officers therefore consider that further consultation is not necessary.

### **Treaty of Waitangi considerations**

There are no Treaty of Waitangi considerations.

### **Financial implications**

Attachment 1 provides an estimate of the potential loss of revenue to the Council if the decision is made not to charge for community events.

### **Policy and legislative implications**

There are no legislative implications other than those set out below:

### **Risks / legal**

Officers have obtained advice on whether the legislation provides for waiver of Food Act fees. The advice received is as follows:

#### **1. *Is it legal to set a fee and then issue discretion as to who we apply it to?***

*Assuming the original fees were set under section 205 of the Food Act, the Council can exercise discretion to waive that fee, as long as that discretion is exercised in accordance with clause 5 of the Food (Fees and Charges) Regulations 2015. Under clause 5 of the Regulations, the Council may grant an exemption from, or a waiver or refund of, any fee fixed under s 205 of the Food Act if one or more of the following circumstances apply:*

- (a) the amount of the fee is less than the reasonable cost of recovering the fee;*
- (b) the territorial authority has made an administrative error;*
- (c) the territorial authority is satisfied that it would be unreasonable or unfair to require payment of the fee;*
- (d) the territorial authority considers that more efficient processes can be used (for example, batching services), resulting in lower costs.*

***Item (c) above is likely to be particularly relevant in considering whether to exempt charities from fees fixed under the Food Act.***

Officers confirm that the original fees were set under section 205 of the Food Act (i.e., using the special consultative process).

### **Climate Change impact and considerations**

There are no climate change impact or considerations

### **Communications Plan**

Once a decision has been made regarding which charging option to adopt, event organisers will be advised as appropriate. The relevant page of WCC's public website will also be updated to reflect any changes.

### **Health and Safety Impact considered**

There are no health and safety considerations.

**Food Act – summary of fees expected for events inspected.**

This table summarises the events that are routinely inspected by Environmental Health Officers, together with an estimate of time taken to prepare for, inspect, and/or debrief after the event. It should be noted that the events marked as ‘community event’ are only assumptions at this stage. Times are also estimates based on previous experience.

<b>Event Name</b>	<b>Community Event</b>	<b>Document Review, Pre-event meeting and phone calls (hours)</b>	<b>Onsite time (hours)</b>	<b>Fee</b>
Diwali	Yes	4	4	\$1240
Southeast Asian Night market		4	4	\$1240
Waitangi Day	Yes	2	4	\$930
Pasifika	Yes	2	4	\$930
Beervana		2	3	\$775
Chinese New Year	Yes	4	4	\$1240
Cuba Dupa		4	8	\$1860
Homegrown		3	4	\$1085
The Food Show		1.5	3	\$697
Wine and Food festival		2	2	\$620
Out in the Park	Yes	1	1	\$310
Noodle Night Market		4	4	\$1240
Newtown Fair	Yes	8	12	\$3410
Thorndon Fair	Yes	3	4	\$1085
Kilbirnie Fair	Yes	2	5	\$1085
Aro Valley Fair	Yes	1	1.5	\$387
Island Bay Fair	Yes	2	4	\$930
Karori Karnival	Yes	2	4	\$930
			<b>Total</b>	<b>\$19994</b>

**Estimated total amount of lost revenue if ‘community’ fairs are not charged: \$12,477**



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## TWO NEW LEASES UNDER THE WELLINGTON TOWN BELT ACT 2016: EXISTING TENANTS

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### Purpose

1. This report asks the City Strategy Committee to recommend that Council approve two new leases under the Wellington Town Belt Act 2016 for the following existing tenants:
  - Wellington Swords Club Incorporated (Premises Lease); and
  - Wellington Football Club Incorporated (Grounds Lease).

### Summary

2. The *Leases Policy for Community and Recreation Groups (Leases Policy)* (**Attachment 1** refers) sets out the Council's role in granting leases on Council-owned land and/or buildings.
3. Section 17 of the *Wellington Town Belt Act 2016 (WTBA)* (**Attachment 2** refers) permits the Council to grant leases in respect of the Wellington Town Belt.
4. The proposed leases are a continuation of existing occupancies.
5. The proposed lease terms and conditions set out in this paper are based on Officers' assessment of the Clubs' applications using the seven Assessment Criteria in the Leases Policy, the WTBA and the Wellington Town Belt Management Plan.
6. Officers recommend to Council that it grants new leases under the Wellington Town Belt Act 2016 to the following tenants:

#### Wellington Swords Club Incorporated

- 10 year Premises Lease contained in part of the Wellington Town Belt known as Part Lot 1-2, 4 on Deposited Plan 10508 and contained in Computer Freehold Register 742982.

#### Wellington Football Club Incorporated

- 10 year Ground Lease contained in part of the Wellington Town Belt known as Hataitai Park, Hataitai, Lot 1 DP 33006 contained on Computer Freehold Register WN9C/1229.

## Recommendations

That the City Strategy Committee:

1. Receives the information.
2. Recommends to Council that it grants new leases under the Wellington Town Belt Act 2016 to the following tenants:

**a. Wellington Swords Club Incorporated**

- i. 10 year Premises Lease contained in part of the Wellington Town Belt known as Part Lot 1-2, 4 on Deposited Plan 10508 and contained in Computer Freehold Register 742982.

The lease will include the following Special Provision:

- ii. The Brooklyn Junior Cricket Club, Brooklyn Hockey Club and the Brooklyn Northern United Junior Football Club are able to access the bathroom facilities within the building while the Clubs are using the greens adjoining the leased area by arrangement with the Lessee.

**b. Wellington Football Club Incorporated**

- i. 10 year Ground Lease contained in part of the Wellington Town Belt known as Hataitai Park, Hataitai, Lot 1 DP 33006 contained on Computer Freehold Register WN9C/1229.

The lease will include the following Special Provisions:

- ii. The Lessee is to provide an agreed signage plan for approval prior to any sign being erected.
- iii. The Lessee is to submit a detailed maintenance plan to address the building's deferred maintenance prior to the lease being executed. Officers will monitor the maintenance plan implementation and progress annually.

3. Notes that approval to grant the leases on Wellington Town Belt is conditional on:
  - a. Appropriate iwi consultation;
  - b. Public consultation as required under section 16 of the Wellington Town Belt Act 2016;
  - c. No sustained objections resulting from the above consultation and notification; and
  - d. Legal and advertising costs being met by the lessee (where applicable).

## Background

### The Wellington Swords Club Incorporated

7. The Wellington Swords Club Incorporated ('the Swords Club') has occupied the building at 8 Tanera Crescent, Brooklyn, since May 2012.
8. The site was previously owned by the Wellington Bowling Club and the Swords Club rented space from the Bowling Club. The Wellington Bowling Club was dissolved in 2011 and the premises were passed to Wellington City Council.

9. The Swords Club provides teaching, learning and training opportunities in the sport of fencing, for all age groups (6-75 years) and at all levels, from beginners to internationals for fitness and fun.
10. The land is part of the Wellington Town Belt, held under the WTBA and contained within the following:
  - Part of the Wellington Town Belt known as Part Lot 1-2, 4 on Deposited Plan 10508 and contained in Computer Freehold Register 742982.
11. The Swords Club was previously granted a 3 + 2 years lease in May 2012 which expired on 31 December 2017. The Club is now in a holding over period as it continues in the premises.
12. The Sword Club's leased area is 710 m<sup>2</sup> (**Attachment 3** refers) and it pays an annual rent of \$526 + GST and annual maintenance fee of \$12,913.35 + GST.

### **The Wellington Football Club Incorporated**

13. The Football Club was founded in 1870, and is New Zealand's oldest 'playing through' rugby club (playing continually since 1870). The Club has owned the building in Hataitai Park since 1936.
14. The Football Club has five senior teams for 15 aside, and seven junior teams (under 6 to under 13 age grade) along with two touch teams in various competitions and a junior summer training programme. The Club has also held a full strength and conditioning programme over summer.
15. The Football Club will work with the Council officers to develop its understanding of the rules for erecting signs on Town Belt and will submit a signage plan for approval prior to erecting any sign.
16. The land is part of the Wellington Town Belt, held under the WTBA and contained within the following:
  - Part of the Wellington Town Belt known as Hataitai Park, Hataitai, Lot 1 DP 33006 contained on Computer Freehold Register WN9C/1229.
17. The ground lease commenced on 1 September 2007 as a 10 year lease, and expired on 31 August 2017. The Club is now in a holding over period as it continues in the premises on the grounds.
18. The Football Club's leased area is 892m<sup>2</sup> (**Attachment 4** refers) and the annual rent is \$951.92 + GST per annum.
19. In December 2017 both the Football and Swords Clubs submitted new lease applications.

### **Discussion**

20. Council assesses any application for a new lease on Town Belt under the requirements of the:
  - Wellington Town Belt Act (WTBA) 2016
  - Wellington Town Belt Management Plan 2017 (Management Plan)
  - Leases Policy for Community and Recreation Groups 2012

21. The WTBA permits the Council to grant leases in respect of the Wellington Town Belt, and sets out requirements and limits. There is a particular emphasis on limiting built infrastructure within the Town Belt to only that which is necessary, and appropriately used. This enables appropriate protection of the open space and natural values of the Town Belt as intended in the original Deed, and articulated in the WTBA and Management Plan.
22. Under the Leases Policy, new leases are considered against seven criteria:
- a. Strategic fit;
  - b. Group's organisation structure;
  - c. Membership sustainability;
  - d. Financial and maintenance obligations;
  - e. Optimal use of resources;
  - f. Environmental impact; and
  - g. Demonstrated need from the community.

23. The information submitted by the Clubs was assessed under each of these criteria:

**The Wellington Swords Club Incorporated**

24. **Strategic fit**

*The group's purpose and activities must be consistent with the Council's strategic direction to promote healthy lifestyles and build strong communities.*

The Swords Club provides teaching, learning and training opportunities for fencing for all age groups and at all levels, from beginners to internationals for fitness and fun.

The Club's membership is open to all in the community and offers a sport which the Club states appeals to many who are less mainstream and do not engage in more traditional sports.

25. **Group's organisation structure**

*The group must be an incorporated society or trust.*

The Swords Club is an incorporated society which is governed by a committee consisting of the President, Secretary, Treasurer, committee members, senior and junior members, and life members. The committee manages the governance for the Club, and the coaches manage the day to day operational aspects including classes, and training.

26. **Membership sustainability**

*The group must be sustainable in terms of membership and/or users of the services for the term of the lease.*

The Swords Club has 130 members including 83 playing members, 7 non-playing members and 40 casual users. The Club's membership increased by approximately 35 people over the last 3 years as a result of expanded classes, wider marketing and coaching staff being able to work directly with more schools. The Swords Club are seeking to grow at 5% per year, a rate that is sustainable for the Club due to the sport's requirements of low student to coach ratios.

The Swords Club will continue to investigate the potential to provide for users of adjacent grounds, to grow their membership, and to establish themselves as the home of wheelchair fencing in Wellington.

**27. Financial and maintenance obligations**

*The group must be in a financial position to fulfil its lease obligations for the term of the lease, including but not exclusive to rent, insurance and building and grounds maintenance.*

The Swords Club had an annual income of \$24,195 and annual expenditure of \$24,457 which appeared as a small loss on the 2017 accounts. The Club has since received late payments of invoices and has \$13,279.44 cash in the bank as of the end of December 2017.

The annual rent is \$526 + GST per annum and the Club pays a maintenance fee of \$12,913.35 + GST per annum.

The Swords Club are seeking to undertake some internal maintenance including; replacing old light fittings with LED strips, overlay floors with protective flooring, painting, removal of old Zip water heater, replacement with urn and replacement of aging curtains.

**28. Optimal use of resources**

*The land and/or buildings must be utilised to the fullest extent practicable.*

The Swords Club provide teaching, learning and training opportunities in the sport of fencing, for all age groups and at all levels for fitness and fun.

The Club works closely with regional and national fencing bodies on fencer, coach and referee development. The facility is also available to hold competitions, regional and national training camps, or other events.

Four regional competitions are hosted in the premises each year as well as the Fencing Central Junior Development Programme Camps.

The Swords Club share the premises on the following arrangements:

- The local Kung Fu group use the premises three days a week, with extra trainings by arrangement;
- The Swords Club has welcomed members of Victoria University Swords Club while the Club's venue is not available;
- Holiday programme for Wellington City Council staff children; and
- Storage provision for some regional and national equipment.

The Brooklyn Junior Cricket Club (BJCC), Brooklyn Hockey Club (BHC) and the Brooklyn Northern United Junior Football Club (BNUJFC) frequently use the greens adjoining the leased area (old bowling greens). The Swords Club will work with the Clubs to provide access to the bathroom facilities within the building.

**29. Environmental impact**

*The activity cannot have the potential to adversely affect open space values or other legitimate activities.*

The activity of fencing is consistent with the principles of the WTBA and ensuring the Town Belt is available for Wellingtonians to enjoy for recreation. Use of the facility for

the other sport and recreation activities listed above is also consistent with the principles of the WTBA.

30. **Demonstrated need from the community:**

*There must be demonstrated support and need within the community for the activity.*

The Swords Club work with local schools including the Wellington High School to offer fencing to students at minimal cost, and pathways if they wish to progress into competition.

The Swords Club are currently discussing with Parafed Wellington the potential to establish wheelchair fencing at the premises.

The Club advertises the availability of the facility for community use in the Brooklyn Tattler.

31. On the basis of the above assessment, the following terms are recommended:

- Ten year lease with no right of renewal.
- The Lessee is to provide the BJCC, BHC and BNUJFC with access to bathroom facilities within the building when these Clubs are using the greens adjoining the leased area, by arrangement.
- The Lessee will report to the Council annually on the following:
  - a. Membership numbers and usage rates;
  - b. How the land and/or buildings are used;
  - c. Financial information;
  - d. Maintenance and upgrades to Land and/or Buildings;
  - e. Health and safety information;
  - f. Confirmation of building compliance and insurance.

**The Wellington Football Club**

32. **Strategic fit**

*The group's purpose and activities must be consistent with the Council's strategic direction to promote healthy lifestyles and build strong communities.*

The Wellington Football Club promotes playing, supporting, coaching and administering of club rugby for adults and children, and for both men and women. The Club has an open membership for the community to engage in rugby activities, and share the premises with other sports and training clubs.

33. **Group's organisation structure**

*The group must be an incorporated society or trust.*

The Football Club is an incorporated society and has a governing committee that is headed by a Chairman and supported by committee members including; Secretary, Treasurer, Club Captain and 'Leads' which look after areas such as fundraising/sponsorship, rugby development, entertaining and kitchen/bar activity.

34. **Membership sustainability**

*The group must be sustainable in terms of membership and/or users of the services for the term of the lease.*

The Football Club have 570 members including 220 senior members, 250 junior members and 100 non-playing members. The Club has reported an increase in Junior and Senior members over the last three years by approximately 100 members.

In 2020 the Football Club will be celebrating 150 years, with a campaign to re-engage with their previous membership as well as encouraging new members, through a series of events planned for the Queen's Birthday weekend. The Club has also been refreshing their database of contacts including old players, members, friends and family.

The Football Club are engaged with the Hataitai Hub meetings and negotiations with other Hataitai Clubs.

**35. Financial and maintenance obligations**

*The group must be in a financial position to fulfil its lease obligations for the term of the lease, including but not exclusive to rent, insurance and building and grounds maintenance.*

The Football Club had an annual income in 2017 of \$130,726, and expenditure of \$125,770 with \$11,249 spent on repairs and maintenance. After depreciation was applied to the Club's assets, the Club had a small deficit for the year of \$4,050. The Club had \$59,114 cash in the bank at 31 August 2017 and will be looking for external funding to cover the building maintenance repairs and ongoing costs.

The Football Club's rent is \$951.92 + GST per annum.

The Football Club own the building which is in need of some upkeep. In the maintenance plan, the Club have planned to undertake works such as; replacing the roof, painting the building, replacing the front windows, redoing the emergency exits and adding a front and southern deck, as well as a bathroom refit.

Officers recommend a more thorough maintenance plan to address significant deferred maintenance. Officers will monitor the maintenance plan implementation annually as per lease reporting requirements.

**36. Optimal use of resources**

*The land and/or buildings must be utilised to the fullest extent practicable.*

The building and grounds are used almost daily all year round with Junior and Senior training and playing rugby. As well the Football Club share the premises with the following arrangements:

- The New Zealand Institute of Sport use the facility during school terms to provide educational and training activities;
- Harbour City Gym use some of the building for gymnastics training during the week;
- Storage provision for the Easts Junior Cricket Club; and
- One off hireage for team building, corporate events, private celebrations, weddings which is advertised to the community through the Club's website.

The gyms are used each day by members as individuals or for group training. In a joint venture with Wellington Rugby Football Union, the Football Club also has a Club Development Officer who provides coaching support to coaches and players.

**37. Environmental impact**

*The activity cannot have the potential to adversely affect open space values or other legitimate activities.*

The activity of rugby is consistent with the principles of the WTBA and ensuring the Town Belt is available for Wellingtonians to enjoy for recreation. Use of the facility for the other sport and recreation activities listed above is also consistent with the principles of the WTBA.

**38. Demonstrated need from the community**

*There must be demonstrated support and need within the community for the activity.*

The Football Club has five senior teams for 15 aside, and seven junior teams (under 6 to under 13 age grade) along with two touch teams in various competitions and a junior summer training programme. The Club has also held a full strength and conditioning programme over summer.

There are three other rugby clubs in the eastern suburbs. These are the Marist St Pats Rugby Club, Oriental Rongotai Rugby Club and the Pōneke Football Club. The Pōneke Football Club has recently formed the Tōitu Pōneke sports hub – ‘the Hub’ in partnership with other sports clubs in response to concerns regarding sustainability.

The Wellington Football Club has highlighted two areas the Club is focusing on to remain sustainable and future-focused and these are: the planning towards its 150<sup>th</sup> celebrations in 2020 and the increased renewed focus on the junior club to ensure a pathway exists for younger members into the senior ranks.

**39. On the basis of the above, the following terms have been recommended:**

- Ten year lease with no right of renewal
- The Lessee will report to the Council annually on the following:
  - a. Membership numbers and usage rates;
  - b. How the land and/or buildings are used;
  - c. Financial information;
  - d. Maintenance and upgrades to Land and/or Buildings;
  - e. Health and safety information; and
  - f. Confirmation of building compliance and insurance.

**Next Actions**

40. If the recommendations in this report are accepted, the following will occur:
- a. Public consultation of the proposed leases as required under the Wellington Town Belt Act 2016;
  - b. The outcome of consultation will be reported back to Committee, if necessary;
  - c. The Committee’s recommendations will be referred to the Council for approval; and
  - d. If the Council approves the leases, the lease documents will be negotiated, drafted and signed.
41. Approval to grant the leases on Wellington Town Belt is conditional on:
- Appropriate iwi consultation
  - Public consultation as required under section 16 of the Wellington Town Belt Act 2016
  - No sustained objections resulting from the above consultation and notification

- Legal and advertising costs being met by the lessees (where applicable).

### **Attachments**

Attachment 1.	The Leases Policy for Community and Recreation Groups <a href="#">↓</a> 	Page 29
Attachment 2.	The Wellington Town Belt Act 2016 <a href="#">↓</a> 	Page 45
Attachment 3.	The Swords Club leased area <a href="#">↓</a> 	Page 75
Attachment 4.	The Wellington Football Club leased area <a href="#">↓</a> 	Page 76

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## **SUPPORTING INFORMATION**

### **Engagement and Consultation**

Public consultation will be undertaken as required under the Wellington Town Belt Act 2016 and the *Leases Policy for Community and Recreation Groups*.

### **Treaty of Waitangi considerations**

There are no Treaty of Waitangi considerations.

### **Financial implications**

There are no significant financial implications.

### **Policy and legislative implications**

The proposals are consistent with relevant Council policies – as outlines in the paper.

### **Risks / legal**

Proposal will be subject to the provisions in the WTBA.

### **Climate Change impact and considerations**

There are no climate change impacts and considerations.

### **Communications Plan**

Not applicable.

### **Health and Safety Impact considered**

The work is entirely administrative and is a normal operational function of Council Officers.



**Contents**

- 1. Introduction
- 2. Policy objectives
- 3. Scope of policy
- 4. Guiding principles
- 5. Leasing process
- 6. Public notification
- 7. Assessment criteria
- 8. Primary terms and conditions of lease
  - 8.1 Rental determination
  - 8.2 Maintenance fee for premises leases
  - 8.3 Tenure framework
  - 8.4 Reporting requirements
  - 8.5 Allocation of responsibilities between the Council and lessee
  - 8.6 Accessways and paths
  - 8.7 Insurance
  - 8.8 Commercial activities
  - 8.9 Subleasing
  - 8.10 Additions and alterations of any building or improvement
  - 8.11 Ownership of buildings and/or structures on expiry or early termination of leases
  - 8.12 External signage
  - 8.13 Fees and charges

Definitions

### **1. Introduction**

The Council plays a central role in promoting healthy lifestyles and building strong communities. This role includes providing recreational and sporting opportunities as well as facilitating community networks.

The Council leases land and/or buildings at a subsidised rental to a wide range of community and recreation groups (groups). As Council-owned land and buildings are a limited resource, the Council needs to allocate this resource in a way that maximises the use of its assets and responds to changing demands.

The Leases Policy for Community and Recreation Groups (policy) sets out the Council's role in leasing land and/or buildings to groups and provides guidance on:

- granting leases of land and/or buildings to community and recreation groups
- managing leases relating to the groups
- the standard to which land and/or buildings will be maintained to ensure appropriate asset management.

### **2. Policy objectives**

The objectives of this policy are to:

- ensure maximum community benefit is derived from Council-owned land and buildings
- strengthen participation and engagement in community and recreational activities
- ensure leases are managed fairly, processes are transparent and Council officers (officers) have the flexibility to respond to community needs.

### **3. Scope of policy**

This policy applies to all community and recreation groups which lease Council-owned land and/or buildings. The provisions of this policy will be applied to existing leases where they allow or where aspects of the existing leases are silent or ambiguous.

The policy does not apply to:

- community centres and halls
- early childhood centres
- recreation centres.

#### 4. Guiding principles

The following set of principles will govern the Council's response to groups when granting and managing leases:

1. The Council will support groups whose activities contribute to the Council's priorities and long-term community outcomes. This support is primarily in the provision of subsidised access to Council owned-land and/or buildings.
2. The relationship between the Council and groups will be collaborative.
  - There will be open communication between the Council and groups.
  - Both parties will work collectively in a transparent manner to achieve the Council's social and recreational outcomes.
  - The Council will treat all groups fairly. This will be done by equally distributing support and resources and consistently applying rental fees and charges.
3. Land and buildings will be responsibly managed.
  - All buildings, whether owned by the Council or the group will be maintained to the standard required under the lease, for their economic life.
  - Groups will be encouraged to adopt a sportsville or amalgamation model to effectively utilise land and/or buildings if they wish to do so, or if the Council believes it would be beneficial. The Council may encourage groups to adopt this model if they are facing financial hardship, have a declining membership or if utilisation of land and/or buildings is low or a similar activity is provided nearby by other groups.
  - The terms and conditions within leases will be consistently applied.
4. A flexible approach will be taken when responding to changing community and recreational activities and levels of demand.

#### 5. Leasing process

A group can apply for a ground or premises lease. A ground lease is applicable where the Council owns the land and the group owns the building. A premises lease is applicable where the Council owns the land and building.

On occasions, it may be more suitable to grant a licence. For example, licences may be appropriate due to the nature of the activities proposed, or where the land classification does not allow for exclusive use. In these instances the leasing process (section 5) and assessment criteria (section 7) will be applied.

Management plans and Council strategies will be used by officers to ascertain what activity or structure can be permitted on an area of land. Where there is

no management plan, the proposed activity will be tested against the purpose for which the land is held and/or classified.

In the Council's capacity as administrator and trustee of reserve land, it has the responsibility to ensure the land is managed in accordance with the Reserves Act 1977 (Reserves Act). If an activity is not anticipated in a management plan or sits outside of the Council's delegations under the Reserves Act, final consent from the Department of Conservation will be required.

All non-reserve land that is held by the Council for public amenity or open space purposes will be treated in accordance with this policy. This will ensure consistency in decision making and public scrutiny.

When an application for a new ground or premises lease is made by a group, officers will undertake the following process:

1. Officers will discuss the leasing process with the group and assess whether granting a lease can be considered or is appropriate.
2. If granting a lease can be considered, or is appropriate, the group will be asked to make a formal application.
3. Officers will assess the application using the assessment criteria outlined in section 7 of the policy.
4. If the application meets the assessment criteria, officers will consult with iwi.
5. Officers will prepare a committee or subcommittee report to seek approval to grant a lease, subject to public notification and obtaining approvals required by any relevant legislation. Public notification will be required for reserve land and land managed as reserve. Refer to section 6 for further information on the public notification process.
6. Any sustained objections received through the public notification process will be presented to a committee or subcommittee to consider, if necessary.
7. If no objections are sustained and all approvals required are obtained, a lease will be prepared and executed.

## **6. Public notification**

The Reserves Act contains exceptions to the public notification requirements set out in sections 119 and 120 of the Reserves Act. The exception applies if the proposed lease conforms with the approved management plan for the reserve, or if the proposed lease is subject to a resource consent that was notified under section 93(2) of the Resource Management Act 1991.

In the interests of transparency, all proposed leases of reserve and non-reserve land will be publicly notified in accordance with the process set out in sections 119 and 120 of the Reserves Act.

Land that is managed as reserve but is not classified as such will also be publicly notified. Although the public notification process will not be undertaken in accordance with the Reserves Act, the Council will follow the process outlined in the Reserves Act.

#### 7. Assessment criteria

The assessment criteria will be applied when assessing:

- new lease applications
- granting lease renewals
- granting new leases to existing lessees
- varying existing leases.

##### **1. The group's purpose and activities must be consistent with the Council's strategic direction to promote healthy lifestyles and build strong communities**

*Key questions: What is the group's purpose? What are the additional facilities and programmes proposed? What additional benefits will the proposal bring to the community?*

##### **2. The group must be an incorporated society or trust**

*Key questions: How does the group spend the money it raises and what happens to any surplus? What is the group's structure and are there clear governance and management processes?*

##### **3. The group must be sustainable in terms of membership and/or users of the service for the term of the lease**

*Key questions: Is there evidence that the group's membership numbers and trends justify and necessitate the proposal? Is there an open membership policy? Does the application support a sportsville or amalgamation model?*

##### **4. The group must be in a financial position to fulfil its lease obligations for the term of the lease, including but not exclusive to rent, insurance and building and grounds maintenance**

*Key questions: How does the group fund its activities? Has a scheduled maintenance programme been developed and is there evidence that the group is able to afford to implement the programme?*

**5. The land and/or buildings must be utilised to the fullest extent practicable**

*Key questions: How often will the building be used and what activities are planned? Are there any plans to sublease or hire out the building or part of the building? What alternatives have been considered by the group and why have they been rejected? Is there potential for the group to share facilities with other existing lessees?*

**6. The activity cannot have the potential to adversely affect open space values or other legitimate activities**

*Key questions: Is the activity consistent with the Reserves Act, Resource Management Act and any applicable management plan/s?*

**7. There must be demonstrated support and need within the community for the activity**

*Key questions: Is there support from the wider community and those expected to benefit from the activity? Are similar activities to the one being proposed, delivered by other facilities that are accessible to the group and the wider community?*

Each case will be considered on an individual basis by officers who will make recommendations to a committee or subcommittee for approval.

If, at renewal time, a lessee does not meet all the assessment criteria, officers will prepare a committee or subcommittee report to seek approval to revoke the renewal and terminate the lease. If the lessee does meet all assessment criteria, officers will renew the lease.

If an existing lessee applying for a new lease does not meet all the assessment criteria, officers will prepare a committee or subcommittee report recommending that a new lease is not granted. If the lessee does meet all the assessment criteria, officers will seek committee or subcommittee approval to grant a new lease.

If at any time during the term of the lease, the lessee does not meet one or more of the assessment criteria, officers will provide assistance to the lessee in meeting the necessary criteria. If such assistance is unsuccessful, officers may prepare a committee or subcommittee report to seek approval to terminate the lease prior to its expiry.

Any application from an existing lessee or new group to undertake a commercial activity on Council-owned land and/or buildings will be required to meet the criteria in section 8.8 (commercial activities).

Where applications do not meet relevant legal requirements (for example, those defined in the Reserves Act) or comply with applicable management plans, the application will be declined.

## **8. Primary terms and conditions of lease**

The lease is a legally binding document which records the obligations of the Council and lessee in relation to the land and/or buildings leased. The primary terms and conditions of the lease are outlined below.

### **8.1 Rental determination**

The rental for ground and premises leases will be calculated using a ‘sliding scale’ based on a square metre rate, as shown in the table below:

<b>Area</b>	<b>Rental rate/m<sup>2</sup></b>
≤ 250	\$1.60
251 – 500	\$1.20
501 – 1000	\$0.60
1001 – 2500	\$0.48
2501 – 5000	\$0.40
5001 – 7500	\$0.32
≥ 7501	\$0.20

For example, the rental for 500m<sup>2</sup> of land would be calculated at \$1.60 for the first 250m<sup>2</sup> and \$1.20 for the remaining 250m<sup>2</sup>. This equates to a rental of \$700 per annum plus GST or \$1.40 per square metre overall.

The rental model provides for equitable rentals between lessees and provides a rental subsidy of 86.67%.

Rent reviews will be applied to all new leases and existing leases where the lease provisions allow. Triennial rent reviews will be undertaken in accordance with the percentage change in the Consumer Price Index (CPI) and a market-based review will be undertaken every third review (ie every nine years) by an independent registered valuer.

Where existing lease provisions allow for the rental model to be adopted, rental increases greater than \$500 per annum will be phased in over a period of three years (ie a one third increase each year).

A rental reduction may be considered where the leased area is open to the public for use when not in use by the lessee.

## 8.2 Maintenance fee for premises leases

A maintenance fee is applied to each premises lease to help cover Council costs relating to scheduled maintenance, reactive maintenance, and exterior renewals.

Maintenance fees are calculated on a proportional basis for all premises leases and are calculated as follows:

**Step 1:** total maintenance costs ÷ total area of buildings leased in the premises lease portfolio =  $m^2$

**Step 2:** individual leased area ×  $\$m^2 \times 20\%$ , 50% or 100% = maintenance fee

The maintenance fee will be charged on an annual basis and is CPI adjusted.

For the first year of this policy, the Council will recover 20% of the maintenance fee as calculated using the formula above. In years two to four, the Council will recover 50% of the fee and from year five onwards, lessees will be responsible for 100% of the maintenance fee.

Lessees will be advised every year in writing of the annual maintenance fee and works to be undertaken by the Council.

In some cases a reduction in rental or the maintenance fee may be considered where a community or recreation group is facing demonstrated financial hardship. In these circumstances all community and recreation groups will be considered on a case-by-case basis and any reductions will be negotiated with individual groups.

## 8.3 Tenure framework

The standard tenure for leases relating to reserve or fee simple land is 10 years plus a 10-year right of renewal.

A shorter tenure may be granted in the following instances:

- declining trends in an activity
- alternative use of the land and/or buildings is anticipated by the Council
- life expectancy of the building is less than the standard tenure applicable
- the group does not have an existing relationship with the Council or is not a known entity to the Council
- a shorter tenure is required by a management plan
- the group requests a shorter tenure.

A longer tenure may be granted if groups amalgamate, share facilities or where a significant investment has been or is going to be made which results in land and/or buildings being utilised to their fullest extent practicable.

#### 8.4 Reporting requirements

The Council is interested in the ongoing performance of its lessees so that it can monitor the achievement of the strategic objectives set for the city, as well as ensure lessees meet the assessment criteria (section 7) throughout the tenure of their lease. All lessees are required to fulfil their reporting requirements on an annual basis. Reporting requirements may be tailored to a particular lessee and will generally include:

- membership numbers and usage rates
- community events undertaken from the leased land and/or building
- hireage of land and/or buildings
- financial information
- works the lessee has undertaken on its building in accordance with the scheduled maintenance plan.

#### 8.5 Allocation of responsibilities between the Council and lessee

Where the lessee owns a building situated on Council-owned land, the lessee is responsible for:

- legal obligations associated with the building (for example, building and contents insurance, building warrant of fitness)
- legal obligations associated with the activities of the lessee
- all interior maintenance (including but not exclusive to plumbing and painting) and exterior maintenance
- all surface and subsurface structures which includes but is not limited to, pipes and drains to the point of connection to the mains network, whether that connection is located inside or outside the leased area
- rubbish control and grounds maintenance of the leased area
- keeping the premises properly secured at all times
- fencing
- outgoings including but not exclusive to water, electricity, gas, telephone
- payment of rent
- payment of rates if applicable.

The Council is responsible for:

- monitoring compliance with lease provisions.

Where the Council owns the building and the land, the lessee is responsible for:

- legal obligations associated with the activities of the lessee

- all interior maintenance (including but not exclusive to plumbing, painting)
- all surface and subsurface structures which includes but is not limited to, pipes and drains to the point of connection to the mains network, whether that connection is located inside or outside the leased area
- rubbish control and grounds maintenance of the leased area
- keeping the premises properly secured at all times
- fencing
- outgoings including but not exclusive to water, electricity, gas, telephone
- payment of rent
- payment of annual maintenance fee
- payment of rates if applicable.

The Council is responsible for:

- legal obligations associated with the building (building insurance, building warrant of fitness)
- exterior maintenance
- monitoring compliance with lease provisions.

Where ownership of a building is shared between the lessee and the Council, maintenance obligations will be determined on a case-by-case basis and will be specified in the lease.

### **8.6 Accessways and paths**

- Where the lessee has exclusive use of an accessway or path, the lessee is responsible for its maintenance.
- Where an accessway or path is shared between lessees, the responsibility for maintenance will be appropriately shared between the lessees.
- Where an accessway or path is shared between the public and a lessee, and the public specifically needs to use the accessway path, the maintenance costs will be shared between the lessee and the Council as specified in the lease.

### **8.7 Insurance**

Where a lessee owns a building, structure or has significant equipment on Council-owned land, the lessee must hold full replacement insurance cover.

If a lessee has significant issues with meeting their insurance obligations, the Council will work with the lessee to resolve the issues and in exceptional circumstances, will assess whether full replacement insurance is required.

Buildings owned by the Council will be insured for full replacement value.

If a building owned by the Council is partially or totally destroyed, the Council has the absolute discretion to decide whether the building will be rebuilt. If a decision is made to not rebuild, the lease will be terminated immediately.

All lessees must hold public liability insurance to the value specified in the lease.

### **8.8 Commercial activities**

The Reserves Act allows commercial activities on recreation reserve provided that the activity is necessary to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve.

Groups which wish to carry out commercial activities within an area leased under this policy must first seek approval from the Council. Any approval to carry out such an activity will only be permitted to the extent that:

- the commercial activity is ancillary to the group's primary community or recreational activity
- any excess funds generated by the group are in the first instance applied to any maintenance obligations the group has under the lease and then to the group's community or recreational activity.

### **8.9 Subleasing**

Lessees may not transfer, sublet, or dispose of their interest in a lease without prior written approval from the Council.

Subleasing will only be considered where the sublessee and its activities comply with the policy, applicable legislative requirements and management plans. If the land is classified as reserve, the sublessee's activities must enhance the primary purpose of the land.

If a lessee is given approval to enter into a sublease, the lessee will be responsible for:

- preparing the sublease and associated costs
- obtaining committee or subcommittee approval of the sublease agreement
- recovery of all fees and charges associated with the sublease
- providing the Council with an executed copy of the sublease agreement.

Any application for a sublease proposing to undertake a commercial activity on Council-owned land and/or buildings will be required to meet the criteria in section 8.8 (commercial activities).

### **8.10 Additions and alterations of any building or improvement**

Where a lessee wishes to erect any new building or improvement or alter, reinstate or extend any existing building or improvement, landowner approval must be obtained from officers whether the building or improvement is Council-owned or not. Landowner approval must be obtained prior to seeking any approval from the Council in its regulatory capacity.

All additions and alterations require landowner approval from the Council.

Approval for significant additions or alterations (for example, building a deck, removing a wall, extending the building footprint) will be assessed in accordance with the assessment criteria (section 7).

Committee or subcommittee approval will be required if any proposed additions or alterations result in an extension of the leased area and a new lease or variation to the existing lease will be required.

Lessees proposing to make additions or alterations to any building or improvement will need to contact the Council in its regulatory capacity to ensure their proposal complies with the Building Act 2004 and the Resource Management Act 1991.

### **8.11 Ownership of buildings and/or structures on expiry or early termination of leases**

Where a lease is near expiry, has expired or is terminated by either party, and it has been decided that a new lease will not be granted to the existing lessee, any buildings or structures owned by the lessee:

- may be removed by the lessee
- may revert to Council ownership, if the Council wishes to accept ownership
- may be transferred to another community or recreation group.

Where the building and/or structures are in a poor condition, the lessee will be responsible for removing the building and/or structures at their expense.

No compensation will be paid to a lessee where a lessee's building reverts to Council ownership.

Any assignment is subject to the new group going through the leasing process (section 5) and meeting the assessment criteria (section 7).

Any lessee wishing to sell their building to another community or recreation group will need to:

- ensure the building has been maintained in accordance with the requirements of the lease

- seek confirmation from the Council that the proposed purchaser would be granted a lease under this policy
- maintain its status as an incorporated society or trust throughout the sale process
- apply any sale proceeds to the lessee's community or recreational activity, or in the event that the group ceases to operate then the proceeds must be transferred to the Council.

Any group that has ceased, or intends to cease, operating as an incorporated society or trust cannot sell or transfer its building – in this instance, the building will revert to Council ownership without compensation payable.

Where existing lessees or new groups decide to amalgamate and operate from an existing or new building, landowner approval for amalgamation may be contingent on any surplus buildings being removed or demolished.

Where buildings become unoccupied, officers may decide not to advertise them to the community as being available if there is limited demand or if the building requires significant capital investment.

#### **8.12 External signage**

Lessees are required to obtain landowner approval from the Council for any signs they wish to erect on the land and/or building. In respect of this:

- all signs must comply with the relevant legislative requirements, District Plan and management plans
- one sign may be erected showing the name of the lessee, any logo associated with the lessee, the use of the land and or/building and contact details
- the design and appearance of signs must not detract from the amenity of the area
- temporary signs relating to special events are permitted with prior written approval from the Council.

Additional signs may be erected where required to give effect to the approved use of the land but prior written approval must be obtained from the Council.

In general, commercial advertising is prohibited in leased areas. However, existing and future sponsorship advertising relating to the activity shall be permitted where the wording is only readable from within the leased area or the area relating to where the associated activity is held.

#### **8.13 Fees and charges**

All groups are liable for all legal costs and expenses relating to the preparation of a new lease, renewal or any variation and any other associated costs, including but not exclusive to advertising, surveying and obtaining resource consent.

## Definitions

**Applicant:** A community or recreation group applying to the Council for a lease of Council-owned land and/or buildings.

**Expired lease:** The end of the initial term and any renewal terms, if applicable.

**Exterior renewals:** A programme to replace or renew assets before they wear out, for example, painting (renewal), reroofing (replacing).

**Governance:** The process by which the governance, board, or trustees set and monitor strategic direction and priorities; set policies and management performance expectations; and monitor and evaluate organisational achievements.

**Ground lease:** A lease granted where the Council owns the land, and any buildings on the land are owned by the community or recreation group.

**Initial term:** The first term provided for in a lease.

**Landowner approval:** Written approval from Council officers.

**Lessee:** A community or recreation group to which a lease is made.

**Management:** Management has the responsibility of implementing policies and strategic direction developed and put in place by the governance, board or trustees as well as managing day-to-day operations of the community or recreation groups as set by the governance, board or trustees.

**New lease:** A lease granted to a community or recreation group that has not previously held a lease with the Council or a lease granted to an existing community or recreation group that has an expired lease.

**Premises lease:** A lease granted where the Council owns the land and buildings.

**Reactive maintenance:** Repairing an asset, for example, repairing a boiler, and removing graffiti.

**Renewal term:** The further term(s) provided for in a lease.

**Scheduled maintenance:** Systematic programme to maintain the functionality of assets, for example, building compliance obligations (building warrant of fitness), and electrical checks.

**Sponsor:** An organisation or person who has specifically provided funding for the activities of the community or recreational group. For example, funding competitions, and team uniforms.

**Sportsville model:** A model where sports clubs form partnerships or collaborate with other clubs. The sportsville concept can involve sports clubs sharing ideas, resources, knowledge and skills. In some cases sports clubs will share buildings or amalgamate. The model aims to foster a sustainable future for sports clubs.

**Sustained objections:** An objection which Council officers have been unable to resolve and/or where the objector wishes to be heard by a committee or subcommittee.



## Wellington Town Belt Act 2016

Local Act 2016 No 1  
Date of assent 9 May 2016  
Commencement see section 2

### Contents

		Page
	Preamble	
1	Title	5
2	Commencement	5
<b>Part 1</b>		
<b>Preliminary provisions</b>		
<i>Purpose and principles</i>		
3	Purpose	5
4	Principles	5
<i>Interpretation and application</i>		
5	Interpretation	6
6	Meaning of Wellington Town Belt	7
7	Transitional, savings, and related provisions	7
<b>Part 2</b>		
<b>Status and management of Wellington Town Belt</b>		
<i>Status</i>		
8	Name	7
9	Legal status	7
10	Public access	8
<i>Management plan</i>		
11	Management plan	8
12	Contents of management plan	9

Wellington Town Belt Act 2016		2016 No 1
<i>Powers</i>		
13	Powers of Council	9
14	Restrictions on Council's powers	9
15	Delegation of Council's powers	10
16	Consultation	10
<i>Uses</i>		
17	Leases and licences	11
18	Business activities	12
<i>Special areas</i>		
19	Application of Act to Chest Hospital and Wellington Zoo	12
<i>Public services</i>		
20	Public services	13
<b>Part 3</b>		
<b>Additions to, or removals of parts of, Wellington Town Belt</b>		
21	Adding land to Wellington Town Belt	13
22	No removal of land from Wellington Town Belt	13
23	Application of Public Works Act 1981	14
24	Wellington Town Belt not reserve or road	15
25	Application to Wellington Botanic Garden	15
<b>Part 4</b>		
<b>Miscellaneous provisions</b>		
26	Existing rights not affected	15
27	Land not to be part of Wellington Town Belt	16
28	Entry of Wellington Town Belt in registers	16
29	Health Sector Transfers (Wellington City Council) Order 2002 amended	17
30	Repeal	17
<b>Schedule 1</b>		
<b>Transitional, savings, and related provisions</b>		
<b>Schedule 2</b>		
<b>Town Belt Deed</b>		
<b>Schedule 3</b>		
<b>Land to be part of Wellington Town Belt on this Act coming into force</b>		
<b>Schedule 4</b>		
<b>Land not to be Wellington Town Belt on this Act coming into force—road</b>		
<b>Schedule 5</b>		
<b>Land not to be Wellington Town Belt on this Act coming into force—local purpose reserve</b>		

2016 No 1	<b>Wellington Town Belt Act 2016</b>	Preamble
	<b>Schedule 6</b>	29
	<b>Land not to be Wellington Town Belt on this Act coming into force—general</b>	
	<b>Schedule 7</b>	30
	<b>Wellington Botanic Garden land</b>	

**Preamble**

- (1) Whakatauki:
 

“Tumutumu parea, rākau parea, whānui te ara ki a Tāne [Ward off post and weapon, so that the expansive path of mankind is opened up].”

This was uttered by Te Wharepouri Te Kakapi-o-te-Rangi during the arrival of the colonial ships within the Wellington harbour, and upon the Petone foreshore, during the 1830s. Te Wharepouri saw the benefits of building positive relationships with the colonial settlers and working together towards common goals and initiatives. Hence, the focus of this proverb is about the journey of life, overcoming obstacles and issues, and focusing on the main tasks at hand:
- (2) The New Zealand Company was a private land settlement company, formed in London in May 1839, which planned to establish a settlement at Wellington harbour. The Company’s representatives arrived at Wellington harbour in September 1839:
- (3) At the time of the New Zealand Company’s arrival, the iwi groups with take raupatu over all of the lands within the Wellington harbour and its environs were Te Ātiawa, Ngāti Ruanui, Taranaki, Ngāti Tama (together, Taranaki Whānui ki Te Upoko o Te Ika) and Ngāti Toa Rangatira. These iwi each had their own ahi kā over particular areas, as follows:
  - (a) Te Ātiawa at Te Whanganui ā Tara and parts of the southwest coast; and
  - (b) Taranaki and Ngāti Ruanui at Te Aro; and
  - (c) Ngāti Tama at Kaiwharawhara and environs, and parts of the southwest coast; and
  - (d) Ngāti Toa Rangatira at parts of the southwest coast:
- (4) The New Zealand Company’s initial settlement plan provided for the original Town Belt, being public reserves of 1 562 acres (approximately 632 hectares) around the proposed town of Port Nicholson (now Wellington City), that would separate it from the Company’s rural district. These reserves included the land that is now the Wellington Botanic Garden. The instructions from the Company’s secretary, John Ward, to its surveyor, William Mein Smith, included that this land be “public property on condition that no buildings be ever erected upon it”:
- (5) On 16 October 1841, the Governor of New Zealand notified that the reserves provided for in the Company’s plans were “reserved by the Crown for public

Preamble

Wellington Town Belt Act 2016

2016 No 1

purposes". This was done without consulting or, at that time, compensating the relevant iwi groups:

- (6) On 3 June 1861, the Crown conveyed some of the original Town Belt to the Superintendent of the Province of Wellington "in trust for the purposes of Public Utility to the Town of Wellington and its inhabitants":
- (7) The Wellington City Reserves Act 1871 instructed the Superintendent to convey some of the original Town Belt to the "Mayor Councillors and Burgesses for the time being of the City of Wellington" upon trust for "purposes of public utility to the City of Wellington and its inhabitants". The Superintendent carried out this instruction in 1873 by executing the Town Belt Deed, which conveyed 3 parcels of land on trust to the "Corporation", described in the Town Belt Deed as the "Mayor, Councillors, and Citizens of the City of Wellington". The 3 parcels were the land known as the "Town Belt", "Canal Reserve", and "Basin Reserve":
- (8) The "Town Belt" parcel and the "Canal Reserve" parcel were conveyed to the Council's predecessor upon trust "to be for ever hereafter used and appropriated as a public Recreation ground for the inhabitants of the City of Wellington":
- (9) The "Basin Reserve" parcel was subsequently resettled on the Council's predecessor by deed dated 17 October 1884 as a separate trust, and the Town Belt Deed has no further application to it:
- (10) The report of the Waitangi Tribunal *Te Whanganui ā Tara me ōna Takiwā: Report on the Wellington District* (Wai 145, 2003) concluded that breaches of the Treaty of Waitangi by the Crown had occurred, including in relation to the Crown's acquisition of lands within the Wellington harbour and its environs. The historical claims of Taranaki Whānui ki Te Upoko o Te Ika were settled on 19 August 2008 and the historical claims of Ngati Toa Rangatira were settled on 7 December 2012:
- (11) As well as the significance of some of the land to mana whenua, the concept of the original Town Belt and having open green space around the central city are important to the inhabitants of Wellington generally. Over time, many people and community groups have cared for the Wellington Town Belt and worked to recover parts of the original Town Belt not vested in the Council:
- (12) There is some uncertainty about the legal status of the Wellington Town Belt, the extent to which the Wellington Town Belt is protected for future generations, and the Council's powers to protect, manage, and enhance the Wellington Town Belt. This Act will provide certainty by—
  - (a) becoming the principal source of the Council's powers for protecting, managing, and enhancing the Wellington Town Belt; and
  - (b) providing a transparent statutory basis for the Council's trusteeship and management of the Wellington Town Belt; and

2016 No 1

Wellington Town Belt Act 2016

Part 1 s 4

- (c) providing a mechanism for land to become part of the Wellington Town Belt:

(13) The objects of this Act cannot be attained otherwise than by legislation:

**The Parliament of New Zealand therefore enacts as follows:**

**1 Title**

This Act is the Wellington Town Belt Act 2016.

**2 Commencement**

This Act comes into force on the day after the date on which it receives the Royal assent.

**Part 1**

**Preliminary provisions**

*Purpose and principles*

**3 Purpose**

The purpose of this Act is to—

- (a) provide a transparent statutory basis for the Council's trusteeship and management of the Wellington Town Belt on behalf of the inhabitants of the city of Wellington; and
- (b) impose on the Council responsibilities, and provide the Council with powers, to protect, manage, and enhance the Wellington Town Belt; and
- (c) recognise the history of the original Town Belt and its significance to mana whenua and the inhabitants of Wellington.

**4 Principles**

(1) In performing its role as trustee of the Wellington Town Belt, the Council must—

- (a) recognise and provide for the protection and enhancement of the Wellington Town Belt for future generations; and
- (b) have particular regard to the following principles:
  - (i) the Wellington Town Belt should be managed in partnership with mana whenua;
  - (ii) the landscape character of the Wellington Town Belt should be protected and enhanced, including by recognising that it was the New Zealand Company's intention that the original Town Belt not be built on;
  - (iii) the Wellington Town Belt should support healthy indigenous ecosystems:

5

Part 1 s 5

Wellington Town Belt Act 2016

2016 No 1

- (iv) the Wellington Town Belt should be accessible to all and for all to enjoy:
  - (v) the Wellington Town Belt should be available for a wide range of recreational activities:
  - (vi) community participation in the management of the Wellington Town Belt should be encouraged and supported:
  - (vii) the historic and cultural heritage of the Wellington Town Belt should be recognised and protected.
- (2) The principles in subsection (1)(b) must be considered together and the order in which the principles are set out is not to be taken as specifying any order of importance or priority.

*Interpretation and application*

## 5 Interpretation

In this Act, unless the context otherwise requires,—

**business activity** means an undertaking carried on for pecuniary gain or reward

**Chest Hospital** means the land described as the Chest Hospital in the management plan under section 12(3)

**Council** means the Wellington City Council

**original Town Belt** means the land provided for as a public reserve around the proposed town of Port Nicholson in the New Zealand Company's plan of 14 August 1840

**public services** means, irrespective of public or private ownership, network infrastructure that is, in the public interest, necessary for—

- (a) the distribution or transmission of energy (including an electrical installation or works as defined in section 2(1) of the Electricity Act 1992 and a distribution system as defined in section 2(1) of the Gas Act 1992); and
- (b) the provision of telecommunications services; and
- (c) the provision of water, wastewater, and stormwater services

**publicly available** means, in relation to making a document or other information publicly available, taking reasonable steps to—

- (a) ensure that the document or other information or a copy of the document or other information is accessible free of charge to the general public; and
- (b) publicise both the fact that the document or other information is available and the manner in which copies of the document or other information may be obtained

6

**Registrar-General** means the Registrar-General of Land appointed under section 4 of the Land Transfer Act 1952

**temporary**, in relation to an activity, means an activity that—

- (a) is of a non-repetitive, transient nature; and
- (b) does not exceed 4 weeks' duration; and
- (c) does not involve the construction of permanent structures or facilities

**Town Belt Deed** means the deed, whose text is reproduced in Schedule 2, that was entered into between the Superintendent of the Province of Wellington and the Corporation of the City of Wellington and dated 20 March 1873

**Wellington Botanic Garden** means the land described in Schedule 7

**Wellington Zoo** means the land described as the Wellington Zoo in the management plan under section 12(3).

## 6 Meaning of Wellington Town Belt

In this Act, unless the context otherwise requires, **Wellington Town Belt**—

- (a) means—
  - (i) land included under section 21; and
  - (ii) land referred to in section 25(2); and
  - (iii) the land described in Schedule 3; but
- (b) does not include—
  - (i) land referred to in section 23(7); and
  - (ii) land referred to in section 25(1); and
  - (iii) land referred to in section 27.

## 7 Transitional, savings, and related provisions

The transitional, savings, and related provisions (if any) set out in Schedule 1 have effect according to their terms.

## Part 2

### Status and management of Wellington Town Belt

#### *Status*

## 8 Name

The land that comprises the Wellington Town Belt is to be called the “Wellington Town Belt”.

## 9 Legal status

- (1) The Council holds the Wellington Town Belt on behalf of the inhabitants of the city of Wellington as trustee of the trust created by the Town Belt Deed.

Part 2 s 10

Wellington Town Belt Act 2016

2016 No 1

- (2) The Town Belt Deed is to be read as if the only term of the trust is to forever hereafter use and appropriate the Wellington Town Belt as a public recreation ground for the inhabitants of the city of Wellington.
- (3) For the purposes of subsection (2), **public recreation ground** means an area provided for—
  - (a) recreation, sporting activities, and the enjoyment of the public, with an emphasis on the retention of public access, open spaces, and outdoor activities; and
  - (b) the protection of the natural environment and historic heritage.

#### 10 Public access

- (1) Members of the public are entitled to freedom of entry and access to the Wellington Town Belt, subject to—
  - (a) subsections (2) to (4); and
  - (b) section 13(3); and
  - (c) any temporary conditions and restrictions that the Council considers necessary for the protection of the Wellington Town Belt or the safety of the public.
- (2) No business activity may be undertaken on the Wellington Town Belt (irrespective of any easement, lease, or licence) unless authorised under sections 18 to 20.
- (3) The Council may impose reasonable charges for the use of facilities on the Wellington Town Belt that are provided by the Council.
- (4) A lessee or licensee in respect of any facility, structure, site, or place on the Wellington Town Belt may, to the extent provided by the relevant lease or licence, restrict access to it and impose a reasonable charge for its use.

#### *Management plan*

#### 11 Management plan

- (1) The Council must adopt a management plan for the Wellington Town Belt.
- (2) In exercising its powers with respect to the Wellington Town Belt, the Council must comply with the management plan.
- (3) The Council must review the management plan at intervals of not more than 10 years and, as appropriate, replace or amend it by passing a resolution adopting a new plan or amendments to the current plan.
- (4) Any new plan or amendments to the current plan must be prepared in draft, and the Council must—
  - (a) make the draft publicly available for inspection; and
  - (b) invite the public to make submissions on the draft; and

8

2016 No 1

Wellington Town Belt Act 2016

Part 2 s 14

- (c) give every submitter who asks to be heard a reasonable opportunity to appear in support of the submitter's submission; and
- (d) take into account all submissions made on the draft.
- (5) The Council may, without complying with subsection (4), amend the management plan, if it passes a resolution that—
  - (a) the proposed amendments are minor or technical in nature; and
  - (b) compliance with subsection (4) is unnecessary.

## 12 Contents of management plan

- (1) The management plan must not contain anything inconsistent with this Act or the trust described in section 9.
- (2) The management plan may set conditions and rules to manage use of the Wellington Town Belt.
- (3) The management plan must—
  - (a) describe the land that comprises the Wellington Town Belt as at the date of the management plan; and
  - (b) describe the land that comprises the Chest Hospital and Wellington Zoo; and
  - (c) clearly define the boundaries of the Chest Hospital and Wellington Zoo and ensure that they are easily identifiable in practice; and
  - (d) limit the size of the Chest Hospital to a continuous area not exceeding 0.8973 hectares; and
  - (e) limit the size of Wellington Zoo to a continuous area not exceeding 10.8 hectares.

### *Powers*

## 13 Powers of Council

- (1) For the purposes of performing its role as trustee of the Wellington Town Belt, the Council has—
  - (a) full capacity to carry on or undertake any activity, do any act, or enter into any transaction; and
  - (b) for the purposes of paragraph (a), full rights, powers, and privileges.
- (2) Subsection (1) is subject to this Act, any other enactment, and the general law.
- (3) Without limiting subsection (1), the Council has the power to manage use of the Wellington Town Belt, including by setting conditions and rules in a management plan under section 11.

## 14 Restrictions on Council's powers

Despite section 13, the Council has no power to—

Part 2 s 15

Wellington Town Belt Act 2016

2016 No 1

- (a) sell, exchange, or use as security any part of the Wellington Town Belt; or
- (b) grant any easement, lease, or licence in respect of the Wellington Town Belt other than in accordance with section 17, 19, or 20; or
- (c) authorise any business activity on the Wellington Town Belt other than in accordance with sections 18 to 20.

**15 Delegation of Council's powers**

- (1) The Council must not delegate—
  - (a) the power to add land to the Wellington Town Belt under section 21; or
  - (b) the power to agree compensation under section 23; or
  - (c) the power to impose charges under section 10; or
  - (d) the power to adopt, replace, or amend a management plan under section 11; or
  - (e) the power to grant leases under section 17.
- (2) Other than to a committee of the Council, the Council must not delegate—
  - (a) the power to consent to the disposal of a lessee's interest under section 17; or
  - (b) the power to grant licences or consent to the disposal of a licensee's interest under section 17; or
  - (c) the power to grant leases and licences under section 19; or
  - (d) the power to grant easements, leases, and licences under section 20.

**16 Consultation**

- (1) Subsection (2) applies to the exercise of the Council's powers to—
  - (a) build or extend (or authorise the building or extension of) a structure or facility under section 13 or sections 17 to 20, where the effect on the Wellington Town Belt of that structure, facility, or extension will be more than minor; and
  - (b) impose charges under section 10; and
  - (c) grant leases or consent to the disposal of a lessee's interest under section 17; and
  - (d) grant leases under section 19; and
  - (e) add land to the Wellington Town Belt under section 21.
- (2) Before exercising a power referred to in subsection (1), the Council must consider the views of the public and persons likely to be affected by, or to have an interest in, the proposed exercise of the power, including by—
  - (a) making information on the proposed exercise of the power publicly available and inviting submissions on it; and

10

2016 No 1

Wellington Town Belt Act 2016

Part 2 s 17

- (b) giving every submitter who asks to be heard a reasonable opportunity to appear in support of the submitter's submission; and
  - (c) taking into account all submissions made on the proposed exercise of the power.
- (3) Subsection (4) applies to the exercise of the Council's powers to—
- (a) grant licences or consent to the disposal of a licensee's interest under section 17; and
  - (b) grant licences under section 19; and
  - (c) grant easements, leases, and licences under section 20 other than in response to an emergency (as defined in the Civil Defence Emergency Management Act 2002).
- (4) Before exercising a power in subsection (3), the Council must consider the views of the public and persons likely to be affected by, or to have an interest in, the proposed exercise of the power, including by—
- (a) making information on the proposed exercise of the power publicly available and inviting submissions on it; and
  - (b) taking into account all submissions made on the proposed exercise of the power.
- (5) At all times there must be an employee of the Council whose—
- (a) role includes acting as a liaison officer between the public and the Council with respect to the Wellington Town Belt; and
  - (b) role includes oversight of the management plan under section 11; and
  - (c) name and contact details are made publicly available.

*Uses*

**17 Leases and licences**

- (1) The Council may, on any conditions that it considers appropriate, grant leases and licences in respect of the Wellington Town Belt.
- (2) At any point in time, no more than 8 hectares in total of the Wellington Town Belt may be leased or licensed, excluding any leases or licences for public services, any leases or licences in respect of the Chest Hospital and Wellington Zoo, and the lease referred to in section 26(3).
- (3) A lease granted in accordance with subsection (1) must—
  - (a) specify what activities are authorised by the lease; and
  - (b) not be granted for a term, including any renewals, exceeding 20 years; and
  - (c) not be granted for an activity that could reasonably be undertaken under a licence; and

11

Part 2 s 18

Wellington Town Belt Act 2016

2016 No 1

- (d) not allow a right to transfer, sublease, assign, or otherwise dispose of the lessee's interest without the Council's consent.
- (4) A licence granted in accordance with subsection (1) must—
  - (a) specify what activities are authorised by the licence; and
  - (b) not be granted for a term, including any renewals, exceeding 10 years; and
  - (c) not allow a right to transfer, sublicense, assign, or otherwise dispose of the licensee's interest without the Council's consent.
- (5) The Council must—
  - (a) spend all money received under a lease granted in accordance with subsection (1) on the management of the Wellington Town Belt; and
  - (b) invest the money until spending it.

**18 Business activities**

- (1) The Council must not authorise a business activity (including under an easement, lease, or licence) on the Wellington Town Belt unless—
  - (a) the activity is temporary, and any effect of the activity on the Wellington Town Belt and the public will be no more than minor; or
  - (b) the activity is consistent with the use of the Wellington Town Belt as a public recreation ground (as defined in section 9(3)) and the effect on the Wellington Town Belt of any structure or facility required to be built or extended for the activity will be no more than minor.
- (2) Before authorising a business activity, the Council must make information about the proposed business activity publicly available.
- (3) Subject to subsections (1) and (2), the Council may authorise business activities on the Wellington Town Belt on any conditions that it considers appropriate.

*Special areas***19 Application of Act to Chest Hospital and Wellington Zoo**

- (1) The purpose of—
  - (a) the Chest Hospital is to allow for the use and conservation of the Chest Hospital buildings; and
  - (b) Wellington Zoo is to allow for the operation of Wellington Zoo.
- (2) Despite anything in this Act, for the purposes of subsection (1), the Council may, on any conditions that it considers appropriate, grant leases and licences and authorise business activities in respect of the Chest Hospital and Wellington Zoo, and sections 17 and 18 do not apply.

12

2016 No 1

Wellington Town Belt Act 2016

Part 3 s 22

- (3) A lease or licence under subsection (2) must not be granted for a term, including any renewals, exceeding 33 years.

*Public services*

**20 Public services**

- (1) Despite anything in this Act, the Council may, on any conditions that it considers appropriate, grant easements, leases, and licences and authorise business activities in respect of the Wellington Town Belt for public services, and sections 17 and 18 do not apply.
- (2) Before deciding whether to exercise any power under subsection (1), the Council must consider—
- (a) the effect on the Wellington Town Belt of the proposed public service; and
  - (b) the benefits of the proposed public service; and
  - (c) alternative sites, routes, or other methods for achieving the objectives of the proposed public service.
- (3) Any public service owned by the Council on the Wellington Town Belt at the commencement of this Act is lawful and may be the subject of an easement in favour of any party entitled to use the service.
- (4) The Council may grant a right under this section to itself.

**Part 3**

**Additions to, or removals of parts of, Wellington Town Belt**

**21 Adding land to Wellington Town Belt**

- (1) The Council may pass a resolution that land forms part of the Wellington Town Belt if the fee simple estate in the land is vested in the Council.
- (2) Upon any resolution being passed under subsection (1), the relevant land becomes part of the Wellington Town Belt.
- (3) The Council may not pass a resolution under subsection (1) unless it has consulted the public about the proposal using the special consultative procedure under the Local Government Act 2002.
- (4) The Council must make publicly available and publish in the *Gazette* any resolution passed under subsection (1).

**22 No removal of land from Wellington Town Belt**

Subject to sections 23 and 27, no land may be removed from the Wellington Town Belt.

13

Part 3 s 23

Wellington Town Belt Act 2016

2016 No 1

**23 Application of Public Works Act 1981**

- (1) Despite section 17 of the Public Works Act 1981, the Council may not enter into an agreement to sell any land within the Wellington Town Belt for any public work.
- (2) Sections 40 to 42 of the Public Works Act 1981 do not apply to the addition of land to the Wellington Town Belt under section 21.
- (3) Nothing in this Act or the Town Belt Deed requires the Council to object under section 23(3) of the Public Works Act 1981 to the taking of any part of the Wellington Town Belt.
- (4) Subsection (5) applies if—
  - (a) the Minister for Land Information (the **Minister**) or a local authority has given the Council a notice of intention to take any land that is part of the Wellington Town Belt for a public work under section 23 of the Public Works Act 1981; and
  - (b) the notice continues to have effect; and
  - (c) the prerequisites to taking the land under section 26(1) of the Public Works Act 1981 have been satisfied.
- (5) The Council and the Minister or local authority (as the case may be) must make all reasonable efforts to agree on the compensation for the land, which may include either or both of the following:
  - (a) an amount of monetary compensation payable to the Council;
  - (b) a grant of land to the Council.
- (6) If the land is taken under section 26 of the Public Works Act 1981 before the Council and the Minister or local authority (as the case may be) agree on the compensation under subsection (5) and the Council and the Minister or local authority (as the case may be) fail to agree on the compensation within 6 months of the land vesting in the Crown or local authority,—
  - (a) the Council may make a claim for compensation under the Public Works Act 1981; and
  - (b) the Council may request that compensation be assessed on the basis of the reasonable cost of equivalent reinstatement under section 65(1) of the Public Works Act 1981, in which case the compensation must be assessed on that basis unless—
    - (i) section 65 of the Public Works Act 1981 does not apply; or
    - (ii) the Minister, the local authority, or the Land Valuation Tribunal (as the case may be) considers that compensation assessed on that basis would not be adequate to compensate for the land; and
  - (c) except as modified by this section, the provisions of the Public Works Act 1981 apply.

2016 No 1

Wellington Town Belt Act 2016

Part 4 s 26

- (7) Any land that is taken for a public work or declared to be road under the Public Works Act 1981—
- (a) ceases to be part of the Wellington Town Belt; and
  - (b) is no longer subject to this Act.

**24 Wellington Town Belt not reserve or road**

- (1) On and from the commencement of this Act, the Wellington Town Belt—
- (a) is not reserve under the Reserves Act 1977; and
  - (b) any status the Wellington Town Belt had as reserve is revoked.
- (2) On and from the commencement of this Act, the Wellington Town Belt—
- (a) is not road under the Local Government Act 1974 or the Public Works Act 1981; and
  - (b) any status the Wellington Town Belt had as road is stopped.

**25 Application to Wellington Botanic Garden**

- (1) Any land that is subject to the Wellington Botanic Garden Vesting Act 1891 is to be treated as not being part of the Wellington Town Belt.
- (2) Any land that ceases to be subject to the Wellington Botanic Garden Vesting Act 1891 forms part of the Wellington Town Belt.

**Part 4**

**Miscellaneous provisions**

**26 Existing rights not affected**

- (1) This Act does not affect any of the following in existence at the commencement of this Act:
- (a) any estate or interest in the Wellington Town Belt registered under the Land Transfer Act 1952; or
  - (b) any interest in land that comprises part of the original Town Belt, but is not part of the Wellington Town Belt; or
  - (c) any easement, lease, or licence in relation to the Wellington Town Belt; or
  - (d) any business activity authorised under an easement, lease, or licence in relation to the Wellington Town Belt; or
  - (e) any public service that is lawfully established on the Wellington Town Belt.
- (2) This Act does not affect the operation of any law that confers rights in relation to public services (including rights to access, operate, inspect, maintain, replace, construct, or upgrade public services).

15

Part 4 s 27

Wellington Town Belt Act 2016

2016 No 1

- (3) Despite section 30, the Council and any lessee of the lease granted under the Wellington City Exhibition Grounds Act 1959 have the same rights and obligations in all respects as if that Act had not been repealed.

#### **27 Land not to be part of Wellington Town Belt**

- (1) On and from the commencement of this Act, the land described in Schedule 4—
- (a) ceases (where relevant) to be subject to the Town Belt Deed and the Reserves Act 1977; and
  - (b) vests in the Council as road within the meaning of section 315 of the Local Government Act 1974.
- (2) On and from the commencement of this Act, the land described in Schedule 5—
- (a) ceases (where relevant) to be subject to the Town Belt Deed; and
  - (b) vests in the Council as local purpose reserve under the Reserves Act 1977.
- (3) On and from the commencement of this Act,—
- (a) the land described in Schedule 6 ceases (where relevant) to be subject to the Town Belt Deed and the Reserves Act 1977; and
  - (b) the fee simple estate in the land vests in the Council free of any encumbrance, interest, or other right or obligation affecting the land existing immediately before the commencement of this Act.

#### **28 Entry of Wellington Town Belt in registers**

- (1) The Registrar-General must, in accordance with a written application by the Council, do anything that is necessary to give effect to this Act, including, without limitation, subsections (2) to (6).
- (2) If part of the Wellington Town Belt is not subject to the Land Transfer Act 1952, the Registrar-General must, in accordance with a written application by the Council,—
- (a) make an entry in the index book of the Deeds Register Office; and
  - (b) upon registration under paragraph (a) the land becomes subject to the Land Transfer Act 1952.
- (3) To the extent that part of the Wellington Town Belt is not all of the land contained in a computer freehold register, or there is no computer freehold register for part of the Wellington Town Belt, the Registrar-General must, in accordance with a written application by the Council,—
- (a) create a computer freehold register for the fee simple estate in the land in the name of the Council; and

2016 No 1

Wellington Town Belt Act 2016

Part 4 s 30

- (b) record on the computer freehold register any interests that are registered, notified, or notifiable and that are described in the application.
- (4) If part of the Wellington Town Belt is all of the land contained in a computer freehold register, the Registrar-General must, in accordance with a written application by the Council,—
  - (a) record against the computer freehold register a notification that the land is subject to this Act; and
  - (b) remove from the computer freehold register any notification that the land is subject to the Town Belt Deed or the Reserves Act 1977, or held for any purpose that is inconsistent with this Act.
- (5) Subsections (2) and (3) are subject to the completion of any survey necessary to make an entry in the index book or create a computer freehold register.
- (6) The Registrar-General must, in accordance with a written application by the Council,—
  - (a) register any instrument granting a right under section 20; and
  - (b) comply with subsections (2) to (4) in relation to any land that vests under section 21 in the Council as part of the Wellington Town Belt; and
  - (c) do anything that is necessary to give effect to section 27, including to create computer freehold registers and record anything in, and remove anything from, the register.
- (7) Section 11 and Part 10 of the Resource Management Act 1991 do not apply to any matter required for the purpose of, or incidental to, this section.

**29 Health Sector Transfers (Wellington City Council) Order 2002 amended**

- (1) This section amends the Health Sector Transfers (Wellington City Council) Order 2002.
- (2) In the Schedule, revoke clauses 9, 10, and 11.

**30 Repeal**

The following Acts are repealed:

- (a) Wellington City Exhibition Grounds Act 1959 (1959 No 8 (L));
- (b) Wellington (City) Town Belt Reserves Act 1908 (1908 No 45 (L)).

Schedule 1

Wellington Town Belt Act 2016

2016 No 1

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**Schedule 1**  
**Transitional, savings, and related provisions**

s 7

**Part 1**  
**Provisions relating to Act as enacted**

- 1 Transitional provisions relating to *Wellington Town Belt Management Plan (June 2013)***
- (1) The Council's *Wellington Town Belt Management Plan (June 2013)* must be treated as the management plan under this Act until it is replaced or amended under section 11(3).
- (2) After the commencement of this Act, the Council may, without complying with section 11(4), make changes to the *Wellington Town Belt Management Plan (June 2013)* that are consequential on the commencement of this Act.

2016 No 1

Wellington Town Belt Act 2016

Schedule 2

**Schedule 2**  
**Town Belt Deed**

s 5

Dated 20th March 1873

The Superintendent of the Province of Wellington

to

The Corporation of the City of Wellington

Town Belt and Basin Reserve Wellington

C of W No. 1

C O N V E Y A N C E

under the Wellington City Reserves Act

Corpn. Book Fol. 1

**THIS DEED**

made the twentieth day of March

One thousand eight hundred and seventy three

BETWEEN

**THE HONOURABLE WILLIAM FITZHERBERT**

Superintendent of the Province of Wellington in the Colony of New Zealand

of the one part and

**THE MAYOR COUNCILLORS and CITIZENS OF THE CITY OF WELLINGTON**

(who with their Successors are hereinafter termed "the Corporation")

of the other part

WITNESSETH

that in pursuance and by virtue and in exercise and execution of the powers and authorities given to and vested in him the said William Fitzherbert as such Superintendent as aforesaid under and by virtue of "The Wellington City Reserves Act 1871" and of all other powers and authorities in anywise enabling him in that behalf HE THE SAID William Fitzherbert as such Superintendent as aforesaid DOETH hereby convey and assure unto the Corporation ALL AND SINGULAR the lands and hereditaments comprised and described in the first Schedule hereunder written and delineated upon the plan numbered 1 drawn upon these presents and therein colored red WITH all the rights and appurtenances to the same TO HOLD the same unto the Corporation UPON AND FOR the trusts and purposes and with under and subject to the powers provisoes conditions declarations and agreements hereinafter declared expressed and contained of and concerning the same (that is to say) UPON TRUST as to such parts of the said lands hereby conveyed or expressed and intended so to be as are comprised and colored purple in the second plan hereunto annexed AND as to such parts

19

Schedule 2

Wellington Town Belt Act 2016

2016 No 1

of the said lands as are comprised and colored Blue in the third plan hereunto annexed and known as the Canal Reserve (subject as to the lands comprised and colored purple in the said second plan to the power of leasing hereinafter contained) to be for ever hereafter used and appropriated as a public Recreation ground for the inhabitants of the City of Wellington in such manner as in and by rules and regulations to be from time to time made in that behalf by the Corporation shall be prescribed and directed AND UPON TRUST as to such parts of the said lands as are comprised and colored green in the said third plan hereunto annexed and known as the Basin Reserve by any deed or deeds to convey the same to a body of not less than three Trustees to be from time to time appointed by the Corporation UPON SUCH TRUSTS and for such purposes of public utility to the City of Wellington and the inhabitants thereof as shall in and by such deed or deeds of conveyance be expressed and declared but without any power for the said trustees to alienate or dispose of the same AND so that no thoroughfare shall at any time be created across the said lands or any part thereof AND IT IS HEREBY DECLARED that it shall be lawful for the Corporation to demise or lease all or any part or parts of the lands hereby conveyed or intended so to be which are comprised and described in the second schedule hereunder written and delineated upon the plan numbered 2 drawn upon these presents and therein colored purple for any term or number of years absolute not exceeding Forty two years to take effect in possession and not in reversion or by way of future interest so that there be reserved in every such demise or lease the best and most improved rent to be payable during the continuance of the term thereby granted which may be reasonably had or gotten for the same without taking any fine premium or foregift for the making thereof and so that there be contained in every such demise or lease a clause in the nature of a condition for re-entry or non-payment of the rent therein reserved for the space of twenty one days and so as the lessee or lessees do execute a counterpart thereof respectively and do covenant for the due payment of the rent thereby reserved and are not exempted from punishment for committing waste AND IT IS HEREBY ALSO DECLARED that the Corporation shall stand possessed of all the rents issues and profits arising or to arise from the lands comprised and described in the second Schedule to these presents UPON TRUST to apply or appropriate the same in manner described in and by “The Wellington City Reserves Act 1871” and “The Wellington City Reserves Act 1872” respectively IN WITNESS whereof the said William Fitzherbert as such superintendent as aforesaid hath hereunto subscribed his name and affixed his seal the day and year first above written.

#### SCHEDULE 1

FIRSTLY ALL THOSE several pieces or parcels of land adjoining the City of Wellington containing by admeasurement One thousand and sixty one acres one rood and two perches more or less and forming part and parcel of the lands commonly called or known by the name of the Town Belt described in the first part of the first schedule to “The Wellington City Reserves Act 1871” SECONDLY ALL THAT piece or parcel of land situated in the City of Wellington aforesaid and containing by admeasurement Nine acres and three roods more or less and commonly called or known by the name of the basin Reserve BOUNDED on all sides by Sussex Square and THIRDLY ALL

20

2016 No 1

Wellington Town Belt Act 2016

Schedule 2

THAT piece or parcel of lands situated in the City of Wellington aforesaid and containing by admeasurement Five acres and one rood more or less and commonly called or known by the name of the Canal Reserve AS all and singular the said lands are delineated in the plan numbered 1 on this skin and thereon colored Red.

**SCHEDULE 2**

ALL THOSE several pieces or parcels of land situated in the city of Wellington containing by admeasurement One thousand and sixty one acres one rood and two perches more or less and forming part and parcel of the lands commonly called or known by the name of the Town Belt described in the first part of the first schedule to “The Wellington City Reserves Act 1871” AS the same pieces or parcels of land are severally delineated on the plan numbered 2 on this skin and thereon colored purple.

**SCHEDULE 3**

ALL THAT piece or parcel of land situated in the City of Wellington and containing by admeasurement Nine Acres and three Roods more or less and commonly called or known by the name of the Basin Reserve BOUNDED on all sides by Sussex Square AS the same is delineated on the Plan numbered 3 on this skin and thereon colored Green.

**SIGNED SEALED AND DELIVERED**

By the Honourable William Fitzherbert  
Superintendent of the Province of Wellington  
in the presence of us

(the words “and commonly called or known by the name of the basin reserve” between the sixth and seventh line of the first schedule having been previously interlined)

C.B. BORLASE

Provl. Solr.

Wellington

Wm. Jones

Clerk to Superintendent

William **SEAL** Fitzherbert

Schedule 3

Wellington Town Belt Act 2016

2016 No 1

**Schedule 3****Land to be part of Wellington Town Belt on this Act coming into force**

s 6(a)(iii)

<b>Area</b>	<b>Description</b>	<b>Instrument</b>
1.1558 ha	Lot 73 Deposited Plan 33790	Computer Register 668467
0.6118 ha	Section 28 Ohiro District	Computer Register WN593/206
0.2727 ha	Lots 445–447 Deposited Plan 9808	Computer Register WN559/64
0.1999 ha	Lots 449–450 Deposited Plan 9808	Computer Register WN489/262
0.0986 ha	Lot 60 Deposited Plan 34918	Computer Register WN11C/754
0.0918 ha	Lot 448 Deposited Plan 9808	Computer Register WN549/96
0.0938 ha	Lot 20–22 Application Plan 1524	Computer Register WN23A/607
4.7345 ha	Section 2 Survey Office Plan 452140	Computer Register 590650
33.9405 ha	Section 30 Ohiro District and Section 1153 Town of Wellington	Computer Register WN676/81
15.0027 ha	Part Section 1 Upper Kaiwharawhara District	Computer Register WN6D/671
0.0296 ha	Part Section 1 Upper Kaiwharawhara District	Computer Register WN20A/507
0.4070 ha	Section 34 City of Wellington	Computer Register WN75/271
2.3028 ha	Lot 3 Deposited Plan 316137	Computer Register 63102
0.0929 ha	Part Lot 11 Deposited Plan 32496	Computer Register WN10C/1492
0.8973 ha	Lot 4 Deposited Plan 316137	Computer Register 63103
0.2786 ha	Lot 2–8 Deposited Plan 1402	Computer Register WN501/195
0.2188 ha	Lot 13–17 Application Plan 1524	Computer Register WN388/156
0.2023 ha	Part Section 11 Ohiro District	Computer Register WN81/265
0.1937 ha	Lot 4–8 Deposited Plan 22555	Computer Register WN934/78
0.0850 ha	Lot 18–19 Deposited Plan 1402	Computer Register WNE2/465
0.0555 ha	Deposited Plan 11417	Computer Register WN464/324
0.4983 ha	Part Lot 1 Deposited Plan 10508	Computer Register WN608/49
0.0921 ha	Lot 18–19 Deeds Plan 124 and defined on Application Plan 1524	Computer Register WN345/47
0.2522 ha	Part Section 36 City of Wellington	Computer Register WN125/25
0.0354 ha	Part Lot 24 Deposited Plan 1453	Computer Register WN162/266
0.0692 ha	Part Lot 4 Block IX Deposited Plan 995	<i>Gazette</i> Notice 327970.1
0.0665 ha	Part Lot 5 Block IX Deposited Plan 995	<i>Gazette</i> Notice 279720.1
0.1658 ha	Lot 2 Deposited Plan 306858	Computer Register 55700

22

2016 No 1	Wellington Town Belt Act 2016	Schedule 3
<b>Area</b>	<b>Description</b>	<b>Instrument</b>
0.1366 ha	Section 1 SO 303812 and Section 8 SO 303817	Part Computer Register 123577
0.2109 ha	Section 1 Survey Office Plan 22375	Computer Register WN597/102
0.9489 ha	Section 2 SO 303812 and Section 4–6 SO 303817	Part Computer Register 69533
0.0234 ha	Part Section 435 Town of Wellington	Computer Register WN46C/419
8.1142 ha	Section 1324 Town of Wellington	Computer Register WN22C/3
13.4047 ha	Part Lot 1 Deposited Plan 66893	Computer Register WN47A/439
0.8479 ha	Lot 3 Deposited Plan 78149	Computer Register WN44D/514
0.7147 ha	Section 167 Evans Bay District	Computer Register WN22B/899
0.3828 ha	Lot 44 Deposited Plan 66894	Computer Register WN36B/370
0.1617 ha	Lot 2 Deposited Plan 80801	Computer Register WN47B/602
0.1456 ha	Lot 2 Deposited Plan 66893	Computer Register WN36B/369
0.0631 ha	Lot 8 Deposited Plan 313319	Computer Register 52420
0.1678 ha	Section 1 Survey Office Plan 23070	Computer Register WN624/38
0.1044 ha	Part Lot 102–105 Deeds Plan 114	Computer Register WN863/42
70.0183 ha	Lot 1, Lot 3 and Lot 6 Deposited Plan 5461, Part Lot 1 Deposited Plan 8709 and Lot 3 Deposited Plan 33855	Computer Register WN12D/1439
7.1139 ha	Coloured Green Deposited Plan 10541	Computer Register WN469/200
6.4657 ha	Deposited Plan 10086	Computer Register WN19A/369
45.3454 ha	Part Lot 1 Deposited Plan 10322	Computer Register WN47B/388
1.3376 ha	Section 1 SO 481442	Part Computer Register WN48B/341
0.2518 ha	Section 2 SO 481442	Part Computer Register WN48B/341
33.3238 ha	Parts Lot 1 Deposited Plan 8519 and Parts College Reserve	Part Computer Register WN48B/341 (less Sections 1–5 SO 481442)
24.1836 ha	Part Lot 1 Deposited Plan 8754	Computer Register WN47B/502
10.2960 ha	Part Lot 1 and Lots 2 and 3 Deposited Plan 10507	Computer Register WN427/150
0.6032 ha	Lot 2 Deposited Plan 32684	Computer Register WN10A/992
0.2588 ha	Part Lot 1 Deposited Plan 34279	Computer Register WN18D/1361
0.2515 ha	Lot 4 Deposited Plan 81724	Computer Register WN48B/339
0.1629 ha	Lot 1 Deposited Plan 46505	Computer Register WN18C/585
0.1075 ha	Lot 1 Deposited Plan 32684	Computer Register WN10A/991
0.0948 ha	Lot 1 Deposited Plan 80322	Computer Register WN47A/234

Schedule 3

Wellington Town Belt Act 2016

2016 No 1

Area	Description	Instrument
0.0928 ha	Lot 1 Deposited Plan 33006	Computer Register WN9C/1229
0.0803 ha	Lot 1 Deposited Plan 47203	Computer Register WN18D/ 1360
0.0727 ha	Lot 2 Deposited Plan 46132	Computer Register WN17B/358
0.0670 ha	Lot 3 Deposited Plan 32684	Computer Register WN10A/993
0.0662 ha	Lot 1 Deposited Plan 34024	Computer Register WN15A/ 1225
0.0607 ha	Lot 1 Deposited Plan 33683	Computer Register WN20B/500
0.0596 ha	Lot 3 Deposited Plan 81724	Computer Register WN48B/338
0.0584 ha	Lot 1 Deposited Plan 34625	Computer Register WN12C/1223
0.0579 ha	Lot 5 Deposited Plan 81724	Computer Register WN48B/340
0.0541 ha	Part Lot 1 Deposited Plan 46132	Computer Register WN47C/458
0.0511 ha	Lot 2 Deposited Plan 81724	Computer Register WN48B/337
0.0407 ha	Part College Site Reserve	Computer Register WN19A/370
0.0374 ha	Lot 1 Deposited Plan 81724	Computer Register WN48B/336
0.0278 ha	Lot 1 Deposited Plan 33290	Computer Register WN10A/ 1025
0.0260 ha	Lot 1 Deposited Plan 34790	Computer Register WN11B/1136
0.0102 ha	Lot 11 Deposited Plan 8655	Computer Register WN385/90
0.0088 ha	Lot 2 Deposited Plan 80751	Computer Register WN47B/501
0.0079 ha	Lot 1 Deposited Plan 80170	Computer Register WN46D/916
0.0060 ha	Lot 2 Deposited Plan 80322	Computer Register WN47A/235
0.0050 ha	Lot 1 Deposited Plan 80751	Computer Register WN47B/500
0.0043 ha	Lot 1 Deposited Plan 81126	Computer Register WN47C/457
0.0033 ha	Lot 1 Deposited Plan 84926	Computer Register WN52B/853
0.0032 ha	Lot 1 Deposited Plan 80376	Computer Register WN47A/347
0.0028 ha	Lot 1 Deposited Plan 80431	Computer Register WN47A/502
0.0027 ha	Lot 1 Deposited Plan 80711	Computer Register WN47B/387
0.0018 ha	Lot 2 Deposited Plan 84926	Computer Register WN52B/854
0.1866 ha	Lot 2 Deposited Plan 45564	Computer Register WN19B/859
0.1365 ha	Lot 3 Deposited Plan 45564	Computer Register WN19B/860
0.2201 ha	Lot 1 Deposited Plan 45564	Computer Register WN19B/858
0.2995 ha	Lots 35–36 Deposited Plan 17934	Computer Register WN42D/764
18.6364 ha	Section 2 Survey Office Plan 38299	Computer Register WN58B/128
0.4075 ha	Part Subdivision 3 Block XVA Polhill Gully Native Reserve	Computer Register WN362/202
0.4027 ha	Lot 12–15 Block VIII Deposited Plan 995	Computer Register WN425/168
0.1477 ha	Lot 2–3 Block IX Deposited Plan 995	Computer Register WN849/7
0.0779 ha	Lot 1 Block IX Deposited Plan 995	Computer Register WN835/93

24

2016 No 1	Wellington Town Belt Act 2016	Schedule 3
<b>Area</b>	<b>Description</b>	<b>Instrument</b>
0.0717 ha	Part Lot 6 Block IX Deposited Plan 995	Computer Register WN834/34
15.7584 ha	Part Lot 1 Deposited Plan 8914 and Lot 2 Deposited Plan 8914	Computer Register WN46D/912
0.0030 ha	Lot 1 Deposited Plan 80168	Computer Register WN46D/910
0.0020 ha	Lot 2 Deposited Plan 80168	Computer Register WN46D/911
3.3061 ha	Lot 1 Deposited Plan 51766	Computer Register WN21A/468
6.4719 ha	Part Section 13–14 Orangi Kaupapa Block, Part Lot 4 Deposited Plan 706 and Lot 2 Deposited Plan 51241	Computer Register WN21C/945
0.1406 ha	Lots 1 and 2 Deposited Plan 2322	Computer Register 668465
2.9815 ha	Part DP A 2182 and Part Section 10 Ohiro District	Part <i>Gazette</i> Notice 066328.1 (less Lots 1–3 DP 5855)
0.0506 ha	Lot 16 Deposited Plan 2011	Part Proclamation 789176
0.1362 ha	Lots 18 and 19 Deposited Plan 27337	Computer Register WNE2/191
2.7879 ha	Section 1 SO 474071	Part Computer Register WN437/213
30.5575 ha	Section 1 SO 476360	Part Computer Register WN52B/855
0.4142 ha	Section 2 SO 476360	Part Computer Register WN716/19
1.1292 ha	Section 3 SO 476360	Part Computer Register WN716/19
0.0527 ha	Section 4 SO 476360	Part Computer Register WN716/19
0.0181 ha	Section 5 SO 476360	Part Computer Register WN52B/855
0.2178 ha	Section 6 SO 476360	Part Computer Register WN52B/855
7.9383 ha (deduced)	Part Lot 1 DP 8835	Part Computer Register WN52B/855 (less Sections 1, 5–7 and 9 SO 476360)
31.6008 ha	Section 1 SO 474197	Part Computer Register WN19B/861
0.0746 ha	Section 2 SO 474197	Road
0.0859 ha	Section 3 SO 474197	Road
0.2292 ha	Section 4 SO 474197	Road
0.0251 ha	Section 5 SO 474197	Part Computer Register WN19B/861
0.3216 ha	Section 6 SO 474197	Part Computer Register WN19B/861
0.0764 ha	Section 8 SO 474197	Road
0.0008 ha	Section 3 SO 19450	Part Computer Register WN19B/861

Area	Description	Instrument
24.7080 ha (deduced)	Part Lot 1 DP 10181	Part Computer Register WN19B/861 (less Sections 1, 5– 7, and 9–11 SO 474197 and Section 3 and an area coloured red SO 19450)
0.1673 ha	Section 1 SO 19450	Road
0.1145 ha	Section 2 SO 19450	Road
0.0096 ha	Section 4 SO 19450	Road
0.6395 ha	Section 1 SO 474199	Road
0.7561 ha	Section 2 SO 474199	Part Computer Register WN46D/915
0.5498 ha	Section 3 SO 474199	Part Computer Register WN46D/915
27.9636 ha	Part Lot 1 DP 10397	Part Computer Register WN46D/915
27.4201 ha	Lot 1, Lots 4–6, Part Lot 2 and Part Lot 7 DP 10337	Part Computer Register WN46D/917
24.7585 ha	Lots 3, 7 and 8 and Part Lots 1, 2 and 4 DP 10508	Part Computer Register WN12D/ 1438 (less Lots 5 and 6 DP 10508, Sections 1–2 SO 480332)
0.0458 ha	Section 1 SO 18330	Part Deeds Index 1/4A
0.0497 ha	Section 2 SO 18330	Part Deeds Index 1/4A
0.0497 ha	Section 3 SO 18330	Part Deeds Index 1/4A
0.0908 ha	Section 4 SO 18330	Part Deeds Index 1/4A
0.0347 ha	Section 1 SO 18506	Part Deeds Index 1/4A
0.1212 ha	Section 1 SO 479863	Part Deeds Index 1/4A

2016 No 1

Wellington Town Belt Act 2016

Schedule 4

**Schedule 4**

**Land not to be Wellington Town Belt on this Act coming into force—  
road**

s 27(1)

<b>Area</b>	<b>Description</b>	<b>Instrument</b>
0.0730 ha	Section 7 SO 476360	Part Computer Register WN52B/855
0.1791 ha	Section 8 SO 476360	Part Computer Register WN716/19
0.1173 ha	Section 9 SO 476360	Part Computer Register WN52B/855
0.0975 ha	Section 10 SO 476360	Part Computer Register WN716/19
0.0158 ha	Section 7 SO 474197	Part Computer Register WN19B/861
0.0026 ha	Section 9 SO 474197	Part Computer Register WN19B/861
0.0048 ha	Section 10 SO 474197	Part Computer Register WN19B/861
0.0526 ha	Section 11 SO 474197	Part Computer Register WN19B/861
0.3764 ha	The land coloured red on SO 19450 with an area of 0a-3r-28.8p	Part Computer Register WN19B/861
0.7210 ha	Section 5 SO 474199	Computer Register WN46D/913, Computer Register WN46D/914 and Part Computer Register WN46D/915
0.2303 ha	Lots 5 and 6 DP 10508	Part Computer Register WN12D/1438
0.0047 ha	Section 2 SO 480332	Part Computer Register WN12D/1438
0.3688 ha	Land coloured blue on SO 27818 with an area of 0a-3r-25.8p	Deeds Index 1/4A
0.7010 ha	Section 3 SO 481442	Computer Register WN48B/341
0.0047 ha	Section 4 SO 481442	Computer Register WN48B/341
0.0831 ha	Section 5 SO 481442	Computer Register WN48B/341

27

Schedule 5

Wellington Town Belt Act 2016

2016 No 1

**Schedule 5****Land not to be Wellington Town Belt on this Act coming into force—  
local purpose reserve**

s 27(2)

<b>Area</b>	<b>Description</b>	<b>Instrument</b>
0.1860 ha	Section 4 SO 474199	Part Computer Register WN46D/915
0.0206 ha	Section 1 SO 480332	Part Computer Register WN12D/ 1438

2016 No 1

**Wellington Town Belt Act 2016**

Schedule 6

**Schedule 6**

**Land not to be Wellington Town Belt on this Act coming into force—  
general**

s 27(3)

<b>Area</b>	<b>Description</b>	<b>Instrument</b>
0.0154 ha	Lot 3 DP 10337	Part Computer Register WN46D/917

Schedule 7

Wellington Town Belt Act 2016

2016 No 1

**Schedule 7**  
**Wellington Botanic Garden land**

s 5

Area	Description	Instrument
24.7969 ha	Part Lot 1 DP 8530	Computer Register WN48A/126
0.0023 ha	Lot 1 DP 81339	Computer Register WN48A/124
0.0353 ha	Lot 2 DP 81339	Computer Register WN48A/125
0.0405 ha	Lot 2 DP 74620	Computer Register WN43A/732
0.0037 ha	Lot 1 DP 80242	Computer Register WN47A/35
0.2840 ha	Lot 1 DP 55960	Computer Register WN25B/56
0.1353 ha	Lot 2 DP 55960	Computer Register WN25B/57
0.1862 ha	Sections 1224 and 1225 Town of Wellington	Computer Register WNC2/1321

**Legislative history**

7 September 2015	Introduction (Bill 43-1)
16 September 2015	First reading and referral to Local Government and Environment Committee
26 February 2016	Reported from Local Government and Environment Committee (Bill 43-2)
16 March 2016	Second reading
6 April 2016	Committee of the whole House (Bill 43-3)
4 May 2016	Third reading
9 May 2016	Royal assent

Wellington, New Zealand:

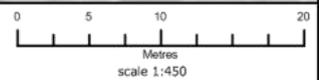
Published under the authority of the New Zealand Government—2016



Path: C:\Users\spices\_and\_environment\Projects\Leases\Paras Leases.aprx

**Wellington Swords Club Incorporated  
Leased Area**

Property boundaries, 20m Contours, road names, rail line, address & tide points sourced from Land Information NZ. Crown Copyright reserved. Property boundaries accuracy: +/-1m in urban areas +/-30m in rural areas. Census data sourced from Statistics NZ. Postcodes sourced from NZ Post. Assets, contours, water and drainage information shown is approximate and must not be used for detailed engineering design. Other data has been compiled from a variety of sources and its accuracy may vary, but is generally +/- 1m.



MAP PRODUCED BY:  
Wellington City Council  
101 Wakefield Street  
WELLINGTON, NZ

ORIGINAL MAP SIZE: A4  
AUTHOR: presto2j  
DATE: 23/10/2018

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

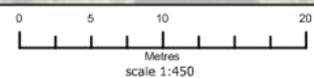
WCC, AAM



WCC, AAM

**Wellington Football Club Inc.**  
**Leased Area**

Property boundaries, 20m Contours, road names, rail lines, address & tide points sourced from Land Information NZ. Crown Copyright reserved. Property boundaries accuracy: +/-1m in urban areas, +/-30m in rural areas. Census data sourced from Statistics NZ. Postcodes sourced from NZ Post. Assets, contours, water and drainage information shown is approximate and must not be used for detailed engineering design. Other data has been compiled from a variety of sources and its accuracy may vary, but is generally +/- 1m.



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

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## **ST JAMES THEATRE PROJECT UPDATE**

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### **Purpose**

1. The purpose of this report is to update the City Strategy Committee on the St James Theatre seismic strengthening project, identify a change in project scope and scale, and request additional funding to complete the project.

### **Summary**

2. The St James Theatre is made up of two buildings – the Theatre and the Counties Building, both of which require seismic strengthening to bring them to a minimum of 67% of the New Building Standard (NBS).
3. The current LTP budget of \$14.9 million for the strengthening works was based on concept design prior to the building being available for intrusive investigations.
4. We have now undertaken an intensive building survey and completed detailed structural design for the strengthening works. This has provided us with a comprehensive understanding of the full extent of the works required to strengthen and refurbish the buildings.
5. Three key elements contribute to a change in the project scope and scale:-
  - Detailed design has identified a significant increase in construction works to achieve 67% NBS – this includes a substantial increase in the amount of steel required which also results in additional work needed to strengthen the building's foundations;
  - Construction works are subject to a high level of complexity due to the need to protect and/or reinstate heritage elements within building;
  - Market conditions, including a reducing contractor base and the need for highly skilled labour, have resulted in pricing pressures.
6. The additional budget required to complete the strengthening works in accordance with detailed design is \$8.1m (this includes \$4.2m directly related to the seismic upgrade work and \$3.9m for maintenance and upgrade works required as a consequence of the seismic upgrade works).
7. The building survey identified significant building works and theatre systems upgrades (outside the scope of the strengthening works) that are necessary to return the building to a high functioning theatre for the future.
8. The additional budget required to complete the recommended building and theatre systems upgrade works is \$8.6m (this includes \$4m for building services upgrade; \$3.9m to upgrade the theatre systems; and \$0.7m for auditorium repaint and seating upgrades).
9. The increase in construction scope impacts on the project programme. The strengthening works are now scheduled to be completed by the end of September 2020. This means that the auditorium will not be available for use by the 2020 NZ Festival and alternative arrangements are required.

## Recommendations

That the City Strategy Committee:

1. Receives the information.
2. Recommends to the Long-Term and Annual Plan Committee that it:
  - a) Approves additional funding in the 2019/20 Annual Plan of \$8.1m to complete the seismic strengthening of the St James Theatre and Counties Building.
  - b) Approves additional funding in the 2019/20 Annual Plan of \$8.6m to complete upgrades to the St James Theatre building and theatre systems.
3. Notes that officers will continue to work with WREDA and the NZ Festival to investigate options for the relocation of events displaced from the St James Theatre for the 2020 NZ Festival and that this may be the subject of separate recommendations to the Committee

## History

1. The St James Theatre was built in 1912 for the theatre company Messers John Fuller and Sons. It was a replacement for a theatre which had stood there since the 1890s.
2. The name of the building when it was built was His Majesty's, although it was commonly known as Fuller's, and this name was used in advertising for many years.
3. From 1913 to 1930 it was used predominantly as a vaudeville theatre focusing on performances such as slapstick comedians, balladeers, jugglers, acrobats, tumblers, and dancers, which were all extremely popular through to the 1930s.
4. From 1930, when the name of the theatre was changed to the St James, the building was mostly used as a cinema. After World Two, under new owner Robert Kerridge, the theatre was used again for stage productions. The back of house was resurrected and the building was used for performances, including vaudeville, risqué dance shows and music.
5. The building has housed many important events in the history of Wellington:- Kiri Te Kanawa had her first operatic performance at the theatre after completing her study in London; Norman Kirk launched his campaign to be Prime Minister there; and the Howard Morrison Quartet often performed at the St James in the 1960s.
6. In 1985 the theatre was purchased by Chase Corporation. Chase then purchased the land to the southwest of the building, and the adjacent building to the west, formerly owned by the Counties Association.
7. In 1986 Chase Corporation sought a demolition order and subsequently the Minister of Internal Affairs placed a Heritage Order on the building.
8. The last film shown at the Theatre was in May 1987.
9. The building remained closed until in 1993 the Council purchased the building and established the St James Theatre Charitable Trust to manage the building.

10. In 1996, with Council, community and lottery funding agreed for the restoration plan the Trust signed a Heads of Agreement with the Royal NZ Ballet to provide a permanent home in the newly refurbished Counties Building.
11. The Theatre was fully refurbished in 1996/1997 and reopened in 1998.
12. In 2015 the buildings were declared to be earthquake prone.

### Building significance

13. The St James Theatre Conservation Plan prepared by Ian Bowman in 1995 was revised in 2016 with input from historian Elizabeth Cox. This is the guiding document for any construction and remedial works on the building.

14. The Conservation Plan considers the building's significance; it states:

*The St James Theatre has international and high national significance. The St James was the largest theatre of its type in Australasia at the time it was constructed while the use of structural steel and reinforced concrete by the engineer/architect Henry Eli White was early and seminal. His design and use of these materials as well as an innovative use of horseshoe planning allowed for unobstructed views of the stage.*

*White was considered, at the time, one of the foremost theatre architects practising in Australia and New Zealand. His archetypal, but now unique, planning demonstrated social mores of the period when the different social strata were deliberately separated. The exuberant Louis XV interior design is a rare survivor of the plasterer's craft, while the form, scale and Mannerist design of the street façade has ensured that it is considered a landmark building in Courtenay Place.*

*The St James is historically associated with John Fuller and Sons, who commissioned the building, were a highly successful Wellington-based Australasian theatre company. Robert Kerridge owned the building for 42 years following Fullers and was also a significant Australasian theatre company. Their, and later Council, ownership and management have allowed the public to enjoy many shows performed by international and national stars and companies.*

*The Trust that successfully campaigned to save the building from almost certain demolition in the 1980s, led by acclaimed actor Peter Harcourt, ensured that the theatre is able to play a major role in defining Wellington as a national cultural centre.*

### Discussion

15. In 2015 the St James Theatre and Counties Building were assessed as being earthquake prone. Total funding of \$14m was allocated to strengthen the buildings. The bulk of the funding (\$11.9m) is budgeted in 2018/19.
16. The original scope of the strengthening works and associated budget was based on concept design. Detailed design required the closure of the auditorium so that an

invasive investigation of the buildings' structure could be undertaken to fully understand how the buildings would perform in the event of a significant earthquake.

17. In 2017 MBIE issued a determination that buildings with Unreinforced Masonry (URM) elements assessed below 34% NBS need to be strengthened before the end of February 2018. We completed the first stage of URM strengthening works for the St James in January 2018 taking these above 34% of the NBS. Further URM strengthening will be undertaken as part of the main construction works.
18. A full building survey and invasive structural investigations were completed in April 2018. This work provided engineers with a much better understanding of how the building will perform and therefore what is required to achieve a minimum of 67% of NBS.

#### Design

19. Detailed design has now been completed. This identified the need for a significant increase in the amount of steel required in the roof diaphragm. The increased steel will add substantial weight resulting in the need to increase foundation strength as well.
20. The building contains extensive heritage elements which add to the complexity of the construction work; impacts include:
  - a) the entry corridor to the theatre from the ground floor has intricate plasterwork in the ceiling and arches – these elements need to be removed, recast and then reinstalled;
  - b) large areas of heritage flooring tiles will be impacted – these need to be removed intact and reinstated once works are completed; and
  - c) specific design solutions are required to minimise physical and visual impact of the steel bracing and viscous dampers.

#### Project cost

21. Market conditions are putting pressure on construction prices. Construction volumes are high and we are facing reduced skilled contractor base.
22. The main contractor has sought initial sub-trade prices for the works, this resulted in them receiving only one price for steel and a second price had to be requested – both prices significantly higher than expected. Almost all other sub-trade prices came in higher than Quantity Surveyor estimates. In addition, the complex nature of work requires highly skilled labour, which has attracted a price premium.
23. The revised construction cost following detailed design, and an independent value engineering exercise, is \$19.1m for the strengthening construction work with an additional \$4.8m maintenance and upgrade works created by the strengthening work.
24. Given the time that has elapsed (while the detailed design and building survey were being completed), the construction sub-trade prices need to be refreshed. In some cases these prices may be more favourable than those originally set given that we are now operating with detailed design and therefore less risk. There is however some risk in relation to some of the pricing, so the amended budget proposed includes a price contingency.

#### Project programme

25. The initial programme (based on the concept design) provided for the construction to be completed by the end of 2019. However, the increased construction scope and heritage complexities identified in detailed design mean the construction works will not be complete until the end of September 2020.
26. The most significant impact resulting from the amended programme is that the St James will not be available as a venue for the 2020 NZ Festival.
27. The NZ Festival would usually expect to sell approximately 30% of tickets to performances held in the St James.
28. Wellington currently has a shortfall of performance venues due to the redevelopment of the Town Hall and the limitations of The Opera House, so simply relocating acts from the St James to other venues is problematic.
29. Officers are working with WREDA and the NZ Festivals to find solutions to ensure the integrity, reputation and economic viability of the NZ Festival are maintained – Officers/WREDA will be bringing separate recommendations to Committee to address this.

#### Building maintenance and systems upgrade works

30. The building survey identified that the St James Theatre was in need of substantial maintenance and upgrade if it is to return to being a high functioning modern theatre for the future. The optimal time to carry out these works is while the building is closed and major construction is being undertaken; the key additional works are:-
  - major upgrade of the Theatre operating systems (this includes auditorium lighting; audio visual equipment; stage fly and rigging systems; stage floor and stage lift);
  - auditorium repaint and seat replacement (the last repaint was in 1996, this work would generally require a separate 6 month closure; auditorium seats require a major upgrade/replacement within the next 3-5 years);
  - building services upgrade and other planned maintenance (this includes Fire Protection Systems; Mechanical Services and Electrical Systems which are in need of upgrade. Maintenance works include asbestos removal; replacement of floor coverings, window replacements, heritage upgrades).
31. There are a number of benefits achieved by undertaking these additional works as part of the current construction works; these include:
  - a) significant cost and time efficiencies;
  - b) removal of the need for future closures;
  - c) reduction of the risk of compliance and BWOFF failures; and
  - d) much needed improvement to the building's performance.
32. Most of these building elements and systems need to be removed during construction and many of them cannot be successfully reinstated. Several of the theatre systems are at the end of their useful life and others are in need of upgrade to meet modern performance requirements. If these systems are not upgraded, we will not be able to return the theatre to a fully functioning performance venue.

#### Potential for building reconfiguration and a new building on car park

33. Officers are investigating opportunities to create better configured and/or new lettable spaces within the two buildings. Unfortunately, the imposition on the building of some of the strengthening works does reduce the options; however we are working with the project architects to optimise the spaces available.
34. The real opportunity is the car park behind the St James which lends itself to a development. The project team is assessing the feasibility and estimated cost of a new structure that could potentially house arts functions and provide commercial revenue opportunities. Any development would need to maintain and ideally enhance the rear access to the theatre.
35. One option for the development could be to relocate some/all of the functions from Toi Pōneke - the current buildings are unsuitable for the long term and there is a lease break option available in November 2020.
36. Officers will bring options and recommendations to Committee following completion of the feasibility and concept design work.

## Attachments

Nil

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## **SUPPORTING INFORMATION**

### **Engagement and Consultation**

The key stakeholders, NZ Festivals; WREDA and the Royal New Zealand Ballet, have been consulted on the programme changes. Officers will continue to work with WREDA and NZ Festivals on options to accommodate the 2020 NZ Festival.

### **Treaty of Waitangi considerations**

Not applicable at this stage.

### **Financial implications**

The additional costs of the construction works and the recommended building and theatre systems upgrade works have the following impacts on the 2018-28 Long Term Plan. Please refer to table following:

<b>Item</b>	<b>Estimated \$m</b>	<b>Current LTP funding \$m</b>	<b>New budget required \$m</b>
Seismic work	\$19.1	\$14.9	\$4.2
Maintenance and upgrade works	\$4.8	\$0.9	\$3.9
Building services upgrade and other maintenance	\$5.3	\$1.3	\$4.0
Theatre systems upgrade	\$3.9	\$0	\$3.9
Auditorium repaint; seating upgrade	\$1.0	\$0.3	\$0.7
	<b>\$34.1</b>	<b>\$17.4</b>	<b>\$16.7</b>

### **Policy and legislative implications**

The St James Theatre and Counties buildings were classified as earthquake prone in 2015. The Building Act 2004 requires them to either (i) be strengthened to the extent they are no longer considered earthquake prone or (ii) demolished, by March 2025.

### **Risks / legal**

Failure to carry out seismic upgrades may result in the demolition of the buildings resulting in the loss of a major heritage, cultural and architectural icon for Wellington. If funding is not available to undertake the additional building upgrade and maintenance works, the St James Theatre cannot be reinstated to an operating, performance level theatre.

### **Climate Change impact and considerations**

Not applicable.

### **Communications Plan**

Communication Plan to be amended following the outcome of the recommendations made in this paper.

### **Health and Safety Impact considered**

The strengthening works are required to ensure the safety of building occupants and the public.