

Submission number	Submitter/Organisation	Comments on the proposed leases policy for community & recreation groups (policy)	Officers comments
1	Chris Paice (Written Submission)	<p>Supports the policy including the rental model & maintenance fee structure proposed.</p> <p>Believes the policy on the whole is balanced, fair, transparent & standardised.</p> <p>Would like to see the policy adopted as soon as possible so that it can assist the Council in moving forward & shedding some of its community costs.</p>	Noted.
2	Frank Clark – Red Hackle Pipe Band Incorporated (Written Submission)	<p>Supports the amalgamation of groups but believes amalgamation is only appropriate for groups with diminishing membership, fragile viability & where it is appropriate.</p> <p>Supports the rental model provided it does not jeopardise the financial viability of groups.</p>	<p>1. Groups will only be encouraged to amalgamate or share land & buildings where groups have an interest in doing so or where Council sees it as being appropriate. Instances where Council may see this as being appropriate is where groups are financially struggling, have a declining membership, utilisation of land &/or buildings is low, or where a similar activity is provided for by another group in close proximity. The guiding principles in the policy have been amended to reflect this.</p> <p>2. Officers recommend including the following into the policy to address the submitters concern:” <i>In some cases a reduction in the rental or maintenance fee may be considered where a community or recreation group is facing demonstrated financial hardship. In these circumstances all community & recreation groups will be considered on a case by case basis & any reductions will be negotiated with individual groups</i>”.</p>
3	Barry Insull (Written Submission)	<p>The Reserves Act does not require public notification before granting a lease that conforms with or is contemplated by the management plan for the reserve. Therefore, the following statement in the policy is inconsistent with the Reserves Act: <i>“Public consultation will be required for reserve land & land managed as reserve”</i>.</p>	<p>1. Council’s current practice is to publicly notify all proposed leases of reserve land or land that is managed as reserve.</p> <p>While there are subtle differences for different classifications of reserve, generally speaking, the Reserves Act 1977 (Reserves Act) requires leases to be publicly notified for most classifications (notably for territorial authority administering bodies, recreation, scenic & historic reserves). The leasing powers that apply to local purpose reserves are different, & do not contain a specific public notification process. However, because of the application of the Public Bodies Leases Act 1969 to leases granted under section 61(2), it is likely that a public process will be required for any lease granted under that particular subsection.</p> <p>As noted by the submitter, the Reserves Act does contain an exception to the public notification requirement. The exception applies in most instances, if the proposed lease is in conformity with, & contemplated by the approved management plan for the reserve, or if the proposed lease follows the granting of resource consent where the application was notified under section 93(2) of the Resource Management Act 1991.</p> <p>The wording of the exception states that the requirement for public notification shall not apply when either of the above criteria is met.</p> <p>Despite this absence of a statutory obligation to notify in those circumstances, it is still open to Council to determine as a matter of policy, that it requires all proposed leases to be publicly notified as a form of “public consultation”.</p> <p>Officers believe that in order to maintain transparency, it is preferable to publicly notify or consult all proposed leases. This will not mean that the policy will be inconsistent with the Reserves Act.</p> <p>Officers have made amendments to the policy to clarify the matter & remove any suggestion of inconsistency by recognising the exceptions found within the Reserves Act & clarify that despite these exceptions, the Council has determined that it will publicly notify all proposed leases outside the parameters of the Reserves Act. The policy also notes that the process to consider such submissions will not be in accordance with the Reserves Act but will be in line with the process set out in the</p>

			Reserves Act.
4	Russell Hing – Churton Park Tennis Club Incorporated (Written Submission)	Happy with the policy as it reads & has no issues with adhering to the terms & conditions contained within the policy.	Noted.
5	Brian Fisher – Wilton Bowling Club Incorporated (Written Submission)	Supports the policy. Particularly the increased transparency & equity amongst lessees through the rental model.	Noted.
6	William Rathbun – Wellington Cadet Centre Trust (Written Submission)	Supports the policy. However, believes Council should have discretion to reduce or waive maintenance fee obligations in circumstances where applying the fee would be in the public interest. Groups who own their own facilities should not be forced to share.	Refer to Submission 2, officer's comment 2. Refer to Submission 2, officer's comment 1.
7	Keith Binnie – Foundation for the National Hockey Stadium (NHS) (Written Submission)	The guiding principles appear to be fair & reasonable. However, there needs to be some scope for flexibility where the application of these principles could lead to hardship for a particular group. It is not clear that principle 4 would cover this. Assessment criteria are fair. Only area of concern is in relation to "utilisation to its maximum potential". Suggested that a phrase like "utilised to the fullest extent practicable" would be fairer. Acknowledge that even though the NHS's rent will more than double, it is accepted & acknowledged that Council is still providing a substantial subsidy & do not object to the rental increase. The maintenance fee structure will create unfairness where tenants such as NHS who are occupying old buildings that have had relatively low maintenance to date & could face substantial maintenance work in the near future (for example, earthquake strengthening). NHS believes it would be unfair for them to have to bear the full cost of this. NHS believes there should be provision for a longer phase in period based on the age & condition of each building subject to a maintenance fee. NHS supports the initiative to share facilities.	Refer to Submission 2, officer's comment 1. 1. The principle behind this is whether the leased land & buildings is being utilised well. Such an assessment will always be subjective to some extent however, officers will take individual circumstances into account as well as comparing utilisation levels with other clubs on Council owned land & buildings. Noted. 2. Officers met with NHS to discuss their concerns around the proposed maintenance fee structure & addressed their concerns by explaining how the maintenance fee structure is calculated. The maintenance fee is calculated by dividing the total maintenance costs relating to all premises leases by the area of land leased to each premises lease holder. The maintenance fee section of the policy has also been amended to clarify how the fee will be applied. 3. The draft policy proposes that the in the first year of the policy, Council will recover 20% of maintenance costs. In year's two to four, Council will recover 50% of costs & from year five onwards, lessees will be responsible for 100% of the maintenance costs. Officers believe this phase in period is appropriate and recommend it is approved.
8	David Grain – Brooklyn Small-bore Rifle Club Incorporated (Written Submission)	The Club are facing cost increases that were not originally budgeted for, the most expensive of these being insurance & building warrant of fitness. To now be advised that Council is proposing to raise the Club's rental from \$716 per annum plus GST to \$1,245.40 per annum plus GST constitutes a severe financial blow. At a meeting with officers, the basis for the rental determination was explained. Officers advised that a valuer had been employed to value Council land & that the rental rates were based on these findings. It was also advised that Council wanted to put all lessees on a level playing field. The value of the land should have no bearing on the rental set, particularly if a level playing field is desired. The land leased is Town Belt & cannot be sold. Therefore, determining a market value is meaningless. The land's primary purpose is to be used by the community.	1. All ground leases outline the fact that the lessee is responsible for costs relating to obtaining a building warrant of fitness. Noted. 2. Officers obtained advice from an independent registered valuer who assessed 'base' land value rates per square metre for the land upon which the recreational leases are located. These land value rates take into account the restricted nature of open space zoning plus the different size bands which relate to exiting areas leased.

		<p>The policy only goes into specific costs for ground leases in section 8.1. There is no explanation as to what these funds are for but officers advised they are not for maintaining the buildings & that this is what the maintenance fee is for. However, there are no specifics in section 8.2 as to how the maintenance fee for premises leases will be calculated.</p> <p>The increased rental directly impacts the community by reducing the funds available for building maintenance/upgrades, equipment maintenance/upgrades & land maintenance.</p> <p>The Club may have no alternative but to increase the user charges for using this facility.</p> <p>Council would better serve the community by keeping ground lease costs down thereby enabling lessees to direct their funds to ensure buildings, equipment & grounds are well maintained.</p> <p>Proposals to ensure both ground & premises lessees keep buildings maintained to an acceptable standard are supported by the Club.</p>	<p>3. Ground lease rentals cover a small proportion of what it actually costs to maintain reserve & community land and the resources required to manage this portfolio. Any money derived from maintenance fees will be used to offset Council's building maintenance costs relating to premises leases.</p> <p>4. The maintenance fee section of the policy has been amended to include how the maintenance fee will be calculated.</p> <p>5. The rental model proposed provides a rental subsidy of 86.67%.</p> <p>Noted.</p> <p>Noted.</p> <p>Noted.</p>
9	<p>Jan Voss – Central Allbreeds Dog Training School (Written & Oral Submission)</p>	<p>The Group accepts the reasons why the policy needs to be reviewed. However, the Group do not feel the proposed rental model meets the stated objectives of fairness.</p> <p>Under the rental model, the Group's rental would increase from \$634.80 per annum plus GST to \$1,701.02 per annum plus GST. The three year phase in period is not sufficient.</p> <p>The leased area is made available at all times to all members of the public when the land is not required for Club activities. The area has become a popular destination & a unique amenity for dog owners & family groups seeking a safe, clean, secure & pleasant environment for off-lead exercise. The area is fully fenced & gated but the gate is never locked.</p> <p>The Group believes their situation is in contrast to many other leased areas & facilities that fall under the policy. For example, bowling clubs, tennis courts or other dog clubs on Town Belt land. With these groups the grounds are available for use by their members only & while it can be argued they will have an open membership policy that allows anyone to join, the fact remains that the area precludes others from entering or using the facilities without a key or security code. There should be a differentiation made in determining rental rating scale charges between the two scenarios & that the group should not be penalised for essentially assisting the Council in the provision of a community resource which is not maintained at their expense.</p> <p>The only area out of bounds to public is the Clubhouse itself which occupies a very small part of the total site yet the policy gives no allowance for this difference.</p> <p>The group believe that the rental model should only be applied to the footprint of the building.</p> <p>The stated aim of the policy to encourage shared facilities is not realistic for the Group. The Group are geographically isolated from other dog clubs in the Wellington region & as such there is very little potential to consolidate facilities without significantly disadvantaging the membership of any club that is forced to relocate premises as part of any partnership.</p> <p>The Group have made attempts to share their facilities with other groups in the past but have</p>	<p>Noted.</p> <p>1. Officers believe the three year phase in period proposed for any rental increases of \$500 per annum or more is fair. The same phase in period was included in the Early Childhood Centres Policy. Officers have also included the following into the policy (Appendix 1, page 9) to address the submitters concern: <i>"In some cases a reduction in the rental or maintenance fee may be considered where a community or recreation group is facing demonstrated financial hardship. In these circumstances all community & recreation groups will be considered on a case by case basis & any reductions will be negotiated with individual groups"</i>.</p> <p>2. Under the terms of the ground lease with this Club, the Club is responsible for maintaining the leased land.</p> <p>3. Officers have assessed the Groups circumstances & believe that the Group should only have a lease covering their clubrooms & not the surrounding land area. It has been agreed that this is an acceptable way forward considering the area surrounding the clubrooms is open to the public at all times. It has been agreed that the Group will remain responsible for the maintenance of their clubrooms & the surrounding land they utilise at their cost.</p> <p>Refer to Submission 2, officer's comment 1.</p>

		been prevented by the very nature of the lease with Council.	4. Officers have advised the Group that this understanding is based on a misinterpretation of the terms set out in the ground lease. The Group is now clear that they are able to make the clubrooms available to other users at a fee but cannot do so for the surrounding land area that is open to the public at all times.
10	Phil Gibbons – Sport Wellington (Written Submission)	<p>Agrees with the guiding principles being proposed & believes that they will provide a sound basis for discussion & a vehicle for consistency in decision making.</p> <p>The assessment criteria being proposed are fair & reasonable. However, advises that it would be beneficial to all concerned to add to the key questions under criteria 5 as follows: <i>'Is there intent to move to a sportsville concept'</i>.</p> <p>The rental model is clear & easy to understand. Believes it to be fair & equitable.</p> <p>The maintenance fee structure proposed may appear to be equitable, but it may be impractical. With significant increases in costs, such as insurance, sports organisations are already struggling to retain their premises. Suggests that the maintenance fee structure may need to be reshaped to allow a grand parenting approach.</p>	<p>Noted.</p> <p>1. This question is included as a key question under criteria 3.</p> <p>Noted.</p> <p>2. All lessees who hold a ground lease with Council are responsible for paying rental as well as maintaining their buildings at their cost. Those subject to ground leases are also facing increased costs. Therefore, Officers believe adopting the maintenance fee structure as proposed will create equity between ground & premises lease holders. If the maintenance fee structure is not adopted as proposed, those with premises leases will have the additional benefit of having a majority of their exterior building maintenance undertaken at Council's cost.</p>
11	Sean Roberts – Paparangi Scout Group (Written Submission)	<p>Does not agree with the guiding principles & believes that Council should be supporting the growth of voluntary organisations by providing a path of least resistance.</p> <p>While the rental model is clear & easy to understand, it is not equitable. The Group believes that as they face significant cost increases in regards to insurance & building maintenance, they should not be charged rental at all considering they offer sufficient public benefits.</p> <p>Believes that moving to 100% cost recovery for building maintenance for those with premises leases is equitable but believes costs should be recovered from voluntary organisations on an actual basis.</p> <p>Agrees that groups should share land & buildings, or amalgamate resources where appropriate.</p>	<p>1. There are avenues Groups can approach to seek assistance in meeting increased costs such as grants. The rent charged by Council is heavily subsidised to acknowledge the public benefit community & recreation groups provide & covers a small proportion of what it actually costs to maintain reserve & community land and the resources required to manage this portfolio.</p> <p>2. Maintenance fees are calculated on a proportional basis for all premises leases. Refer to Appendix 1, page 9 to see how the maintenance fee is calculated.</p> <p>Refer to Submission 2, officer's comment 1.</p>
12	Alan Orpin – Wellington Collegians Cricket Club Incorporated (Written & Oral Submission)	<p>Agrees with the underlying intent of the guiding principles & would welcome more meaningful & collaborative engagement with Council.</p> <p>The assessment criteria are clearly outlined but are not necessarily fair & reasonable. The Club believes that it can meet all of the criteria but a measure of whether they are fair & reasonable can only be assessed through ongoing dialogue with Council.</p> <p>The rental model is not clear & easy to understand. The Club is not aware of the detailed cost breakdown of their lease agreement with Council. Therefore, the Club are unable to estimate the potential impact of the proposed changes in the rental model & cannot comment on whether the model is equitable.</p> <p>Believes that moving towards a 100% cost recovery for building maintenance for those with premises leases is equitable.</p> <p>Agrees that groups should share land & buildings or amalgamate resources but only where appropriate & in these cases the financial costs should be shared also.</p> <p>The proposed policy changes could be made more palatable if the Club saw a change in attitude</p>	<p>Noted.</p> <p>Noted.</p> <p>As part of the consultation process, the Club were sent a letter dated 26 June 2012 advising that if the new rental model is adopted, their rent will decrease from \$500 per annum plus GST to 286.40 per annum plus GST. The Group will be provided with their annual maintenance fee once calculated.</p> <p>Noted.</p> <p>Refer to Submission 2, Officer's comment 1.</p> <p>1. The Regulatory arm of Council has set the limit of six special liquor licences per year</p>

		<p>from Council that might allow the Club to earn more revenue from the pavilion. For example, allowing the Club more than six special liquor licences per year, discussion around planned upgrades to the buildings & grounds & more dialogue around sharing of space with the Botanic Gardens.</p> <p>Are the downstairs toilets & changing rooms at Anderson Park pavilion for public use during the week? Are these facilities considered to be part of the Club's lease?</p>	<p>for community and recreation groups leasing Council owned land and/or buildings based on case law.</p> <p>2. The downstairs bathroom facilities & changing rooms are available for public use during the week. This area of the pavilion is not included in the lease agreement between the Club & Council.</p>
13	Lorena Stephen – Wellington Softball Association (Written Submission)	<p>The guiding principles will assist the Council in granting & managing leases.</p> <p>The Club would like to understand what opportunities there are for organisations to progress a Sportsville model & also what Council support is available in this area.</p> <p>The assessment criteria are fair & reasonable. However, the guiding principles reflect a flexible approach which encourages engagement between lessees & Council but there is a focus to maximise efficient use of facilities. The Club hopes that the assessment process allows for groups to present their case where there may not be direct alignment to some of the assessment criteria.</p> <p>The rental model is easy to understand & the methodology is sound. However, the Club would like to understand what the anticipated costs will be over a 4-5 year period. In particular, the rental per square metre, the incremental increase each year & the anticipated annual maintenance fee.</p> <p>The rental model is not equitable. The Club would like to know what action is being taken to assess the current standard of buildings to record outstanding maintenance matters prior to entering into arrangements.</p> <p>The maintenance fee structure is not equitable. The Club accepts they have some responsibility but not if there are major infrastructure problems with drainage, pipes & electrics considering their building is old & has not been upgraded for years.</p> <p>Groups should share land & buildings, or amalgamate where appropriate, pending ability & support to do so.</p>	<p>Noted.</p> <p>1. Council officers are available to provide advice on the sportsville model. Sports clubs can also apply to Council for grant funding to assist with sportsville projects.</p> <p>2. The assessment process will allow groups to discuss their position with Officers in regards to meeting the assessment criteria & where possible, Officers will work with groups to assist them in meeting the assessment criteria.</p> <p>3. Officers are currently working with the Club to provide them with this information.</p> <p>4. Prior outstanding maintenance matters will not be relevant as Maintenance fees are calculated on a proportional basis for all premises leases. Refer to Appendix 1, page 9 to see how the maintenance fee is calculated.</p> <p>Noted.</p> <p>Refer to Submission 2, officer's comment 1.</p>
14	Morris van Voornveld – Eastern Bays Scout Group (Written Submission)	<p>When the Group inherited the Hall which is subject to a ground lease, the Hall was not well maintained. The Group have spent a lot of money improving its condition.</p> <p>The Group currently share their facilities with other groups & would be happy to do so more often. However, feel that the current wording of their lease makes this a challenge.</p> <p>The Group cannot understand why rental cannot be increased by negotiation at the end of the lease.</p> <p>Are concerned about lessees subject to premises leases being able to meet the maintenance fee charges which may lead to clubs closing down. This would have the potential for media to comment that the Council is not interested in supporting recreation & sport in Wellington.</p>	<p>1. Lessees are required to seek landowner consent from officers before hiring their building out to other users. This condition is included in all ground & premises leases so that Council can ensure reserve & Town Belt land is being used for the purposes intended for in the Reserves Act, the Town Belt Deed & the Town Belt Management Plan.</p> <p>2. The Club's lease does not expire until 30 November 2022. The lease does not include any rent review dates. Therefore, if adopted, the new rental model cannot be applied until the Club's lease expires on 30 November 2022. Officers advised the Club of this in a letter dated 26 June 2012. If the rental model is adopted & could be applied to this Club, their current rental of \$76 per annum plus GST would increase to \$166.40 per annum plus GST. All leases within the portfolio expire at different times. In order to achieve consistency where rental fees are concerned, officers recommend the rental model is applied to lessees if their existing lease provisions allow.</p> <p>Refer to Submission 6, officer's comment 1.</p>

		<p>The assessment criteria could be subject to different interpretations depending on the individual officer making the assessment.</p> <p>The key questions under Assessment Criteria 1 could not be answered by this Group if they needed to apply for a new lease or renewal. In particular, <i>what are the additional facilities & programmes proposed; what additional benefits will the proposal bring to the community.</i></p>	<p>3. Although officers assessing each application for a lease against the assessment criteria may differ, officers feel that the assessment criteria as set out in the policy, combined with the fact that the decision to grant a lease is made by a subcommittee or Council, will ensure a consistent approach is implemented when granting leases.</p> <p>4. Officers believe that such questions could be answered by all groups that currently lease land & or buildings from Council. Officers will assist groups' answer any questions under the assessment criteria as required.</p>
15	Keith Willett – Johnsonville Lawn Tennis Club Incorporated (Written Submission)	<p>As the Club only leases land from Council, their main concern is the prospect of an approximate 50% rental increase.</p> <p>The Club appreciates the subsidy given & the phase in period provided by the policy.</p> <p>The Club has concerns around the increasing lease costs, up & coming costs relating to court resurfacing & its long term sustainability.</p> <p>The Club would like their rental to remain the same until their lease expires & a new one is granted.</p>	<p>1. Rent is calculated at a per square metre rate and does not take into account whether there is a building on the land or not. Rent is purely based on the amount of land leased.</p> <p>Noted.</p> <p>2. Officers will meet with this Club to discuss their concerns around long term sustainability & offer support & advice if required.</p> <p>3. The Club's lease does not expire until 29 June 2023 & is subject to rent reviews every three years from the commencement date of the lease. As the Club has not had a rent review since the lease commenced in 2003, Officers feel it is appropriate to apply the rental model as is allowed for in their lease, if adopted. The Club's rental will increase from \$840 per annum plus GST to \$1,517.55 per annum plus GST. If adopted, the Club's rental will be phased in over a three year period (one third increases each year) as the increase is greater than \$500 per annum. As mentioned above, officers will meet with this Club to discuss their concerns.</p>
16	Kate Purvis – Northland Tennis Club Incorporated (Written & Oral Submission)	<p>If the policy is adopted, the Club's rent will increase from \$331.20 (inclusive of GST) to \$804.31 (inclusive of GST). The Club has reduced numbers & is running at a loss. The Club states that if their rent increases to anywhere near the level proposed, they will have to consider discontinuing leasing the land.</p> <p>This increase may have the flow on affect of limiting or eliminating the coaching able to be offered & may also bring the Club to an end.</p>	<p>1. Officers have agreed with the Club that rental will only be charged for their building footprint as the associated tennis courts are not locked and are open to the wider public.</p> <p>Noted.</p>
17	Jo Draper – Kilbirnie Tennis Club Incorporated (Written Submission)	<p>The Club understands the Council's need to recoup costs, but feels that the policy review does not fairly reflect the Council's expenses with respect to individual facilities.</p> <p>Maintenance is undertaken entirely at the Club's expense & through the dedication of its members on a voluntary basis.</p> <p>The Club has worked constructively with the Council in recent years to assist with the Council's maintenance regime & paid for pruning of trees on Council road reserve on Crawford Road which is adjacent to the Club. This work was undertaken by the Club due to Council's maintenance regime not being sufficient to keep vegetation from encroaching on the tennis courts & would therefore; incur additional costs for the Club if not done.</p> <p>The proposed rental model would represent a rental increase to the Club of over 132%, increasing from \$820 per annum plus GST to \$1,906.90 per annum plus GST. This increase is an onerous one for a community facility which does not receive maintenance support from Council.</p> <p>The Club feels it is unfair for them to incur costs to maintain other, less well managed facilities.</p> <p>The Club feels that a more tailored model would be appropriate for community facilities such as theirs.</p>	<p>1. Rent is calculated based on the area of land leased. The rent charged by Council is heavily subsidised to acknowledge the public benefit community and recreation groups provide and covers a small proportion of what it actually costs to maintain reserve & community land and the resources required to manage this portfolio.</p> <p>2. All lessees who hold ground leases are responsible as per their lease agreements, for maintaining the leased land & any club owned buildings on the land.</p> <p>3. Council's maintenance regime for trees on road reserve is for the purposes of maintaining the trees on road reserve. If trees situated on road reserve are negatively impacting on a lessee's leased area, it is the lessee's responsibility to rectify the situation at their cost.</p> <p>Refer to Submission 17, officer's comment 2.</p> <p>4. Rent is calculated on the area of land leased. The proposed rental model does not aim to recoup the cost to Council of maintaining facilities which are not maintained well by other lessees.</p> <p>Noted.</p>

		The Club expressed an interest in meeting with Parks & Gardens to agree on a maintenance regime for the road reserve & Town Belt, particularly if Council increases the rent as proposed.	5. Officers met with the Club to address the concerns they outlined in their submission. Officers agreed to provide the Club with trees they could plant along the road reserve in order to help shelter the tennis courts from the wind. The Tree Team have also been advised of the pruning issues the Club have with the trees situated on road reserve. The Club & the Tree Team will work together to resolve this issue.
18	Judy Hutt – Wellington Marine Conservation Trust (Written Submission)	<p>The introduction of guiding principles gives lessees more responsibility to administer facilities in a business like manner & creates a level playing field. It also takes the burden of upkeep of facilities from the ratepayers.</p> <p>The assessment criteria being proposed are fair & reasonable & the rental model is easy to understand & equitable.</p> <p>Believes the maintenance fee structure is equitable but acknowledges that the Trust will have to find grants/donations to help meet these payments. Notes that the phase in period is fair & it will give the Trust time to accumulate funds to cover future maintenance costs.</p> <p>The Trust thinks the rental subsidy being provided is very fair & it's even fairer that a phase in period is being used for increases.</p>	Noted.
19	Paul Durkin – Island Bay Softball Club Incorporated (Written Submission)	Supports the policy & sees it as being equitable & promoting accountability. The Club is in favour of encouraging the sportsville model & believes such a model would be appropriate in Island Bay.	1. Officers will investigate the benefits of creating a sportsville model in Island Bay through discussions with the various community & recreation groups situated in the suburb.
20	Peter Newell – Wadestown Scout Group (Written Submission)	<p>If the policy is implemented in its current form, it would impact significantly on community groups like the Wadestown Scout Group.</p> <p>The Group states that if the rental model is implemented, there should be a phase in period, like the phase in period for maintenance fees.</p> <p>Substantial increases in rental will significantly increase costs, which will impact on the Groups viability. The Group believes that they would have to increase subscriptions & fundraise more than they currently do. Increasing subscriptions could impact on numbers which would affect their viability & would increase the likelihood of Council inheriting their building.</p>	<p>Noted.</p> <p>1. The policy includes a three year phase in period for increases in rent greater than \$500 per annum (a one third increase each year). If the rental model is adopted, this Group's rent will increase from \$294 per annum plus GST to \$711.40 per annum plus GST. Therefore, the rental phase in period will not apply to this Group.</p> <p>2. Officers will work with lessees who are struggling to meet their lease terms and or assessment criteria on a case by case basis.</p>
21	Jody Seabright – Wellington Car Club Incorporated (Written & Oral Submission)	<p>Recognises & agrees that Council has a duty to manage the City's recreation resources in a financially responsible way that provides for the long term enjoyment of these facilities by the community. As such the Club agrees that there needs to be a policy that identifies how these resources are to be managed.</p> <p>Understands that the wide variety of recreation buildings within the City presents a potential liability to Council & thus the ratepayers, especially in terms of maintenance or dereliction.</p> <p>However, the Club has serious concerns about how these risks & financial costs are being given consideration & how it is intended that they may be mitigated or managed.</p> <p>Aspects of the policy place significant risks onto clubs, thereby having the unintended consequence of potentially causing the very effects Council is seeking to avoid.</p> <p>The proposed formula for increased cost recovery means that there is less money available for clubs to maintain their overall viability & impairs their ability to provide the necessary services that their members require. This may mean that clubs will have to raise their fees in an attempt to cover any shortfall.</p>	<p>Noted.</p> <p>1. The risks and obligations placed on groups who lease land &/or buildings from Council has not changed & are contained within existing leases.</p> <p>Refer to Submission 20, officers comment 2.</p>

		<p>Increased costs to members have the potential to reduce numbers joining or renewing their membership, thereby placing additional financial strain on the remaining members. This may lead the Club to a position where it is not able to meet the Council's lease terms or assessment criteria for lease renewal.</p> <p>Council has reserved the sole right to determine if facilities are being used appropriately & where it is decided that a lease will not be renewed, no compensation will be paid for any building the Council decides to keep.</p> <p>The lease wording means that there is no certainty of tenure for clubs. Certainty is required as club members are often reluctant to invest scarce resources to improve facilities where that investment could be unilaterally taken away.</p> <p>The restrictions placed on extending or modifying the exterior of clubrooms combined with the lack of certainty in regards to tenure, means that most clubrooms are not allowed to modernise or alter buildings to meet the requirements of current & future members or entertain sharing their facilities with other groups.</p> <p>The guiding principles note that the Council will support groups whose activities contribute to Council's priorities & long term community outcomes. Does this mean that as the Council's priorities change, clubs who at one time met these priorities but no longer do will not have their lease renewed? How is a club to assess if they continue to meet these priorities? This lack of clarity & certainty means that clubs feels vulnerable to the proposed policy changes.</p> <p>Acknowledge balance needs to be found so Council is able to manage recreation assets in an effective way & deal with specific issues when they arise. However, feels these needs to be done in a way that allows clubs to have certainty & allows them to change with the times so that they can maintain their viability.</p>	<p>Noted.</p> <p>2. Council has always had this right as per the existing policy and lease agreements.</p> <p>3. The standard tenure for leases relating to reserve or fee simple land is 10 years plus a 10 year right of renewal. The maximum tenure for leases relating to Town Belt land is 10 years. There are provisions within the existing leases that allow Council to terminate the lease if the lessee is in breach of certain terms and conditions within the lease or if they are not compliant with Council's policy.</p> <p>4. This Club has a ground lease over Town Belt land. The Town Belt Management Plan (TBMP) prohibits extending the footprint of buildings situated on Town Belt land. However, the draft TBMP which is currently out for consultation proposes a concept called 'sports parks' which allows development of structures on Town Belt where appropriate, to be considered. Whether this is incorporated into the TBMP will depend on the outcome of the consultation process and whether Council approval is obtained. If approved, there will be some flexibility to groups wanting to extend buildings within the relevant sports parks.</p> <p>5. Clubs contribute to a wide a range of community outcomes. While Council priorities do shift over time, the main focus of this Policy is to strengthen participation & engagement in community & recreational activities.</p> <p>Noted.</p>
22	Margaret Crimp – Otari-Wilton's Bush Trust (Written Submission)	<p>Policy is reasonable in general, especially the statements about a more pro-active approach & trying to ensure the use of leased land & buildings to their maximum potential.</p> <p>The Trust made the following comments regarding specific areas of the policy:</p> <ul style="list-style-type: none"> - 5 Leasing Process: There should be public consultation on all leases, at the very least public notification of each application. - 7 Assessment Criteria: Former Criterion 6 should be reinstated being "are other options available instead of a lease of open space land?" - Renewals (page 7, Appendix 1): The process for renewals is less clear than in the previous policy. 	<p>Noted.</p> <p>Refer to Submissions 3, Officer's comment 1.</p> <p>1. This question is covered by two key questions under criteria 3 (<i>'Is there evidence that the group's membership trends justify and necessitate the proposal'</i>) and criteria 5 (<i>'What alternatives have been considered by the group and why have they been rejected'</i>).</p> <p>2. Officers believe that the renewals process in the proposed policy is clearer than in the existing policy. The renewals process in the existing policy uses terms such as 'renewals', 'fresh leases' & 'new leases' in a way which does not reflect their actual meaning in practice. This causes confusion for officers applying the policy as well as groups applying for a lease and existing lessees.</p> <p>3. The public notification process should only be undertaken for new leases granted,</p>

		<ul style="list-style-type: none"> - All renewals should go through public notification so that interested parties would have a chance to comment on demonstrated support & need within the community, which would be difficult to determine in other ways. - 8.4 Reporting Requirements: are not just for the objective stated in the policy. This section needs to be linked to the Council's pro-active approach & to the statements about what will happen if a lessee no longer meets the assessment criteria. 	<p>not renewals within existing leases. Whether a lease will be renewed is an assessment currently undertaken at officer level.</p> <p>4. Officers have included the sentence in bold italics below in section 8.4 (Appendix 1, page 9) of the policy to address this submission: <i>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 & ensure lessees meet the assessment criteria in section 7 throughout the term of their lease</i>".</p>
23	Tui Hunter – Wellington Badminton Association (Written Submission)	<p>Agrees with the guiding principles being proposed & believes they will assist Council when granting & managing leases. However, if the Council's starting position is that any further leasing or development on Town Belt or reserve land is to be discouraged, and then the policy would not have benefit to community groups.</p> <p>The assessment criteria are fair & reasonable. However, there is very little detail surrounding the criteria that will applied when a lessee wishes to:</p> <ul style="list-style-type: none"> - erect a new building or extend an existing building; and - seek land owner consent from Council to grant a new lease or extend a lease. <p>The rental model is equitable but feels Council should recover maintenance costs at a maximum of 50%. Most lessees being not for profit could not afford to pay 100% of maintenance costs & it is Council's responsibility as with all landlords to meet the costs of maintenance.</p> <p>Support the sportsville model but feel it should only be applied where appropriate.</p>	<p>1. The Town Belt Management Plan (TBMP) prohibits new structures from being erected on Town Belt. The TBMP has been reviewed & is currently being consulted on. This draft TBMP introduces a concept called 'sports parks' which allows development of structures on Town Belt where appropriate, to be considered. Whether this is incorporated into the TBMP will depend on the outcome of the consultation and will be decided on by Council.</p> <p>2. Section 8.10 deals with existing lessees who wish to erect a new building or extend an existing building. Approval will be granted based on whether the lessee is meeting the assessment criteria set out in section 7 of the policy & the proposal is compliant with all relevant legislative requirements.</p> <p>3. In order to grant a new lease or extend a lease, lessees will also need to meet the assessment criteria as set out in section 7 of the policy.</p> <p>4. Lessees who are subject to ground leases are responsible for paying a rental for the land leased as well as maintaining their buildings at their cost. Therefore, officers believe adopting the maintenance fee structure as proposed will create equity between ground & premises lease holders. If the maintenance fee structure is not adopted as proposed, premises lease holders will have the additional benefit of having a portion of their building maintenance undertaken at Council's cost.</p> <p>Refer to Submission 2, officer's comment 1.</p>
24	Gail Andrews – Otari-Wilton Heritage & Protection Society Incorporated (Written Submission)	<p>Agrees with the guiding principles. In particular the Society is in agreement with Council taking a more pro-active approach & trying to ensure leased land & buildings are utilised to their maximum potential.</p> <p>Assessment criteria are fair & reasonable. However, recommend seeing the former criterion 6 reinstated being <i>"Are other options available instead of a lease of open space land"</i>.</p> <p>The Society agrees with the rental model & maintenance fee structure being proposed & believes it to be equitable.</p> <p>The Society made the following comments regarding specific areas of the policy:</p> <ul style="list-style-type: none"> - 5 Leasing Process: There should be public consultation on all leases, at the very least public notification of each application. - Renewals (page 7, Appendix 1): The process for renewals is less clear than in the previous policy. The former section 2.1 was a useful overview of the process, while section 3.2 was at least clear. - Lessees need to meet all the assessment criteria for renewals. 	<p>Noted.</p> <p>Refer to Submission 22, officer's comment 1.</p> <p>Noted.</p> <p>Refer to Submission 3, officer's comment 1.</p> <p>Refer to Submission 22, officer's comment 4.</p> <p>1. Under the proposed policy, lessees are required to meet all the assessment criteria in order to be eligible for a renewal. Officers recommend clarifying this further in Appendix 1, page 7 paragraph 2 of the policy to read, <i>"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 & terminate the lease. If the lessee does meet all the assessment criteria, officers will renew the lease.</i></p>

		<p>- 8.4 Reporting Requirements: are not just for the objective stated in the policy. This section needs to be linked to the Council's pro-active approach & to the statements about what will happen if a lessee no longer meets the assessment criteria.</p>	Refer to Officers Comments, Submission 22.
25	Mark Coburn – PNP Cycling Club Incorporated (Port Nicholson Poneke) (Written Submission)	<p>Agrees with the guiding principles being proposed.</p> <p>Clubs will not be able to understand the distinction between governance & management as many large regional sports organisations don't.</p> <p>In favour of the phase in period of three years proposed for lessees whose rental increase is greater than \$500 per annum.</p> <p>If a club gets a large bill (for example, for plumbing) several years of surplus funds could be used up to pay the bill. This may be out of reach for some clubs but highlights their lack of sustainability.</p> <p>The group currently buys paint & does the painting themselves. If 100% of the maintenance fee is recovered, can a club buy their own paint if it can obtain it at a discounted price? Is there an issue with clubs buying lower quality products leading to poor condition of assets in the future?</p> <p>Groups should share land & buildings or amalgamate resources if appropriate. However, cautious about the mention of 'sportsville' & 'amalgamation'. Sportsville is highly misunderstood & there are lots of different models. There is a lack of knowledge around what sportsville actually is & isn't.</p> <p>Some sports groups should amalgamate or disappear. However, prefers the term 'partnerships'. A partnership can be formed without a full on set up of a sportsville model with a board & constitution.</p> <p>What is the Council's position on the Velodrome & its economic life?</p>	<p>Noted.</p> <p>1. Officers have defined 'governance' & management' in the definitions section of the policy (Appendix 1, page 15).</p> <p>Noted.</p> <p>Noted.</p> <p>2. Council undertake the exterior painting of buildings subject to a premises lease as part of Council's comprehensive facilities maintenance contract. Council has negotiated best value & practice through its facilities maintenance contract to ensure quality & longevity of its assets.</p> <p>3. Officers have amended the definition of 'sportsville' in the definitions section of the policy (Appendix 1 page 16) to read: <i>'A model where sports clubs (clubs) form partnerships or collaborate with other clubs. The sportsville concept can involve clubs sharing ideas, resources, knowledge & skills. In some cases clubs will share buildings or amalgamate. The model aims to foster a sustainable future for clubs.'</i></p> <p>Noted.</p> <p>4. Council is currently reviewing its options in regards to the Velodrome. However, it is acknowledged that considerable investment will be required in the future & will need to be balanced with demand for the facility.</p>
26	Colin Peacock – Wade Street Community Tennis Club Incorporated (Written Submission)	<p>Agrees with the guiding principles & believes they will assist the Council in granting & managing leases.</p> <p>The assessment criteria are fair & reasonable.</p> <p>The rental model is clear & easy to understand but is not equitable. Notes that their Club serves families who pay a small annual fee which allows the Club to cover the costs of maintaining the court & fences. There is no cost to Council for any maintenance or services. The Club has no buildings or services on site which require regular maintenance. The rental model may be more appropriate for lessees with larger sites & buildings.</p> <p>While the Club appreciates that the rent has not increased for the past 10 years, under the proposed rental model the Club's rental will increase from \$322 per annum plus GST to \$819.40 per annum plus GST.</p> <p>Club believes a more modest increase in rent would be fair.</p>	<p>Noted.</p> <p>Noted.</p> <p>Refer to Submissions 17, officer's comment 1 & 2.</p> <p>1. Officers believe the rental model proposed provides a substantial rental subsidy at 86.67%.</p>
27	Mrs Taumaa – Workingmen's Bowling Club Incorporated (Written Submission)	<p>The introduction of guiding principles will not assist Council in granting and managing leases.</p> <p>The rental model is equitable as long as there is open communication between the parties.</p> <p>Groups should share land & buildings, or amalgamate where appropriate but believes this should be managed by the groups.</p>	<p>Noted.</p> <p>Noted.</p> <p>1. Council will be involved to various degrees where a group leasing Council owned land &/or buildings wish to share or amalgamate with other groups. Council can facilitate sharing & help groups solve any problems they may face to achieve the desired outcome. Council will also need to ensure that any activity undertaken on the land is</p>

28	Stephanie Williams – Harbour City Gymsports Incorporated (Written Submission)	<p>Agrees with the guiding principles & believes they will assist the Council in granting & managing leases.</p> <p>The rental model is equitable & easy to understand however, sees no commitment by Council to keep rental subsidy at 87% for rent reviews. This should be documented.</p> <p>Agrees with the maintenance fee structure but believes there should be an expenditure agreement between lessees & Council.</p> <p>Maintenance standards or guidelines should be prepared for leased land & buildings across the City & included in the policy rather than in each individual lease.</p> <p>The rental subsidy should be detailed in the policy. Market rates are not sustainable for organisations. If maintenance costs are recovered by Council then there are no extra costs to Council for rental subsidies.</p>	<p>compliant with relevant legislation, policies & plans.</p> <p>Noted.</p> <ol style="list-style-type: none"> 1. The rental model provides for a rental subsidy of 86.67%. Where existing lease provisions allow for the rental model to be adopted, rent reviews will be undertaken every three years & will be in accordance with the percentage change in the Consumer Price Index. A market based review will be undertaken every nine years by an independent registered valuer. The level of subsidy provided cannot be increased during a rent review & can only be increased by amending the policy which would require officers to publicly consult & seek Council approval. 2. Lessees subject to a premises lease will be advised of the maintenance that will be undertaken on a yearly basis & the annual maintenance fee in writing. 3. Maintenance standards are outlined in individual leases rather than in the policy as they differ for each area of land leased due to the types of buildings subject to the lease. 4. Officers believe the rental subsidy is clearly outlined in the policy. The rental model does not calculate rents at a market rates. Officers obtained advice from an independent registered valuer who assessed 'base' land value rates per square metre for the land upon which the recreational leases are located. These land value rates take into account the restricted nature of open space zoning plus the different size bands which relate to exiting areas leased.
29	Elaine Hampton – Mt Victoria Residents Association (Written Submission)	<p>The following conditions should be included in the policy:</p> <ul style="list-style-type: none"> - <i>Each Club must have a minimum membership (e.g. 100) & sufficient funds to cover annual rent & maintenance contribution;</i> - <i>Buildings owned by clubs on public land should be covered by a bond to Council sufficient to cover costs of removal or demolition in the event rent & maintenance charges have not been paid or are unrecoverable; &</i> - <i>Clubs should obtain prior permission from Council to apply pesticides &/or herbicides on public land & the use of pesticides & herbicides must be available to the public.</i> <p>All leases on Town Belt must continue to be publicly notified. It has been evident at every public consultation that the public of Wellington wish the Town Belt to be preserved as open space.</p>	<ol style="list-style-type: none"> 1. Minimum membership for all clubs cannot be determined as appropriate membership levels differ amongst groups & activities. The intention is to provide support to a broad range of groups. Whether a group has sufficient funds to cover rent & maintenance costs is addressed through the Assessment Criteria in section 7, Criteria 4 (Appendix 1, page 6). 2. Officers feel this would be an onerous financial obligation to place on groups subject to ground leases & many groups would not be in a position to fulfil such an obligation. 3. Clubs who wish to apply agrichemicals or pesticides on leased land are required to comply with the guidelines set out in 'Management of Agrichemicals Standard NZS 8409 2004', 'Wellington Regional Council Air Quality Plan', & 'Wellington Regional Council Plan for Discharges to Land'. 4. All leases granted on Town Belt land will be publicly notified as is Council's current practice.
30	Douglas Lyn – Vogelhorn Tennis Club Incorporated (Written & Oral Submission)	<p>The guiding principles will assist Council in deciding who to support. However, vexatious matters will not be resolved through applying the principles. The principles require further definition.</p> <p>The assessment criteria being proposed are fair & reasonable but some of the language used reflects a well resourced corporate view of the world & is not reflective of the small scale nature</p>	<ol style="list-style-type: none"> 1. The purpose of the guiding principles is to assist Council in granting & managing leases & sets out the principles on which the relationship between Council & lessees is based. The purpose of the guiding principles is not to resolve vexatious matters. 2. Officers have defined 'scheduled maintenance', 'reactive maintenance', 'exterior renewals' 'governance' & 'management' in the definitions section of the policy

		<p>of sports clubs. For example, 'scheduled maintenance programme', 'clear distinction between governance & management'.</p> <p>The rental model is clear & easy to understand but the underlying rationale is not apparent nor is there any financial impact analysis. Therefore, cannot comment on whether the rental model is equitable.</p> <p>Agrees to the concept of groups sharing land & buildings or amalgamating where appropriate. However, the real question is what does 'where appropriate' mean.</p> <p>If the rental model is adopted, the Club's rental will increase from \$1,197 per annum plus GST to \$1,874.90 per annum plus GST. Such an increase runs counter to the Club's efforts to maintain affordable subscriptions while at the same time maintaining facilities to a good standard.</p>	<p>(Appendix 1, page 15).</p> <p>3. Officers assessed the effect the rental model would have on existing rent levels prior to presenting the draft policy to Strategy & Policy Committee on 5 April. Each lessee was advised of the impact such a model would have on their rent during the consultation period.</p> <p>4. Instances where sharing land & buildings or amalgamation may be appropriate is where groups chose to do so, are financially struggling, have a declining membership, utilisation of land &/or buildings is low, or where a similar activity is provided by another group in close proximity. The guiding principles section of the policy has been amended to include where sharing and amalgamation will be appropriate.</p> <p>5. Refer to Submission 2, officer's comment 2.</p>
31	Arie Moore – Lyall Bay Surf Life Saving Club Incorporated (Written Submission)	<p>Agrees with the guiding principles.</p> <p>The sportsville model will not apply to all organisations &/or facilities. Surf life saving facilities are unlikely to have other organisations that can readily use the same space. Club's main concern is that the sportsville policy will be applied too strictly by Council.</p> <p>The Club always has concerns about increases in fixed costs such as lease payments & considers the impacts of this & the issues of affordability for community organisations should be carefully considered. However, the Club recognises Council's situation & the policy related to this increase, as well as the 87% subsidy which is proposed & considers it to be a reasonable approach.</p> <p>The Club agrees that some of the maintenance costs associated with premises leases must be recovered. However, the Club is concerned with Council moving towards 100% recovery of maintenance costs from year five onwards. This charge could be high & unaffordable. The Club believes that Council's maintenance charges need to be clearly defined & communicated to all Clubs'.</p>	<p>Noted.</p> <p>Refer to Submission 2, officer's comment 1.</p> <p>Noted.</p> <p>1. Refer to Submission 10, officer's comment 2. Lessees subject to a premises lease will be advised of the maintenance that will be undertaken on a yearly basis & the annual maintenance fee in writing.</p>
32	Tim Marsden – Surf Life Saving New Zealand (SLSNZ) (Written Submission)	<p>Agrees with the guiding principles & believes that they will create an overarching framework so decisions can be made appropriately & consistently.</p> <p>SLSNZ would only endorse adoption of a sportsville model for buildings used for life saving services if both clubs had similar lifesaving outcomes. SLSNZ would like this model to be encouraged on a case by case basis & where appropriate.</p> <p>The assessment criteria being proposed are fair & reasonable.</p> <p>The rental model is not fair & reasonable & recommended the following is taken into consideration when determining a rental model:</p> <ul style="list-style-type: none"> - SLSNZ provide a community life saving service. - SLSNZ provide water safety education & supervision of members in & around the ocean from ages 7 years & older. - SLSNZ are facing astronomical increases in insurance premiums & are limited as to club membership fees that can be charged due to their requirement that life guards complete hours of unpaid voluntary patrols during summer. <p>Agrees with the maintenance fee structure.</p>	<p>Noted.</p> <p>Refer to Submission 2, officer's comment 1.</p> <p>Noted.</p> <p>1. The SLSNZ have a ground & a premises lease with Council. If the rental model is adopted, SLSNZ's ground lease rental will increase from \$122.29 per annum plus GST to \$344.00 per annum plus GST. Officers do not see this as being an unreasonable increase. Officers are unable to assess the rental increase for SLSNZ's premises lease as SLSNZ are looking into increasing their lease footprint & developing a new building on this site. Once these plans have been confirmed, officers will be able to assess the impact of the rental model and the maintenance fee structure on the club.</p>
33	David Abricossow – Victoria of Wellington Association Football	<p>Kelburn Park & the Kelburn Park Clubrooms are the home ground & clubrooms of VUWAFC.</p>	

	<p>Club Incorporated (VUW AFC) (Written Submission)</p>	<p>The current lease for the Kelburn Park Clubrooms is held by the Kelburn Park Sports Club (KPSC). VUW AFC & the Victoria University of Wellington Cricket Club are sub-tenants.</p> <p>KPSC pays a rental of \$200 per annum as well as the insurance costs associated with the building being approximately \$1,500 per annum.</p> <p>As a subtenant, VUW AFC stand to be directly affected by the policy.</p> <p>VUW AFC made specific comments relating to various sections of the policy as follows:</p> <p>8.1 – Rental determination</p> <ul style="list-style-type: none"> - This section as currently drafted does not clearly set out exactly how the variable rental rates will be applied to premises leases & should be amended to address the different types of leases to be covered by the policy & how the rental rates apply to each. <p>8.2 – Maintenance fee for premises leases</p> <ul style="list-style-type: none"> - This section as currently drafted does not provide a transparent or predictable means for lessees to properly assess how the proposed annual maintenance fee will be calculated or applied. In particular section 8.2 does not: <ul style="list-style-type: none"> (a) set out whether, or how, lessees will be notified as to what scheduled maintenance, reactive maintenance, building compliance or exterior renewals (maintenance) will be conducted by Council. (b) state whether lessees will be notified when maintenance will be conducted by Council. (c) set out how the annual maintenance fee will be calculated. (d) set out exactly what the annual maintenance fee will apply to. <p>Furthermore, with reference to section 8.5, a sub-tenant operating under a premises lease is responsible for all interior maintenance, surface & subsurface structures & fencing. On this basis it is presumed that such responsibilities will not fall within the annual maintenance fee. This however, is not clear from the drafting of section 8.2.</p> <p>8.7 – Insurance</p> <ul style="list-style-type: none"> - This section is ambiguous as to whose responsibility full replacement insurance will be in the situation where the Council owns the building that is subject to a lease. <p>8.9 – Additions & alterations of any building or improvement</p> <ul style="list-style-type: none"> - Sections 8.10 do not sufficiently define what an ‘improvement’, ‘significant addition’ or ‘significant alteration’ is for the purposes of interpreting section 8.10. - As section 8.10 currently reads, lessees will be uncertain as to what alterations, additions or improvements can be undertaken on their leased premises without Council permission. 	<ol style="list-style-type: none"> 1. Section 8.1 (Appendix 1, page 8) of the policy has been amended to reflect the fact that the rental model will be applied to both ground & premises leases in the same way. 2. Section 8.2 (Appendix 1, page 8) of the policy has been amended to address the points raised. 3. Groups subject to a premises lease are responsible for interior maintenance, surface & subsurface structures & fencing. Any maintenance obligations which are the responsibility of a group under the lease are not included in the maintenance fee. The maintenance fee covers the cost of works undertaken on Council owned buildings by Council on an annual basis. Section 8.2 (Appendix 1, page 8) has been amended to clarify this. 4. Section 8.7 (Appendix 1, page 11) of the policy has been amended to read <i>‘buildings owned by Council will be insured for full replacement insurance cover by Council’</i>. 5. Section 8.10 (Appendix 1, page 12) has been amended to address these concerns.
34	<p>Gwyn Williams – Wellington Potters’ Association Incorporated (Written Submission)</p>	<p>Broadly agree with the guiding principles but recommend they be amended to specifically recognise Council’s arts & culture strategy. This strategy should also be acknowledged in section 2 ‘Policy Objectives’.</p> <p>Believes the introduction of guiding principles will assist the Council in granting & managing leases. It is evident from reading the policy that a mishmash of arrangements regarding leased land & buildings has developed over the years, the management of which will be made simpler & more consistent by adopting the policy.</p> <p>Notes the importance of implementing the policy in a way that acknowledges that one size does not fit all. The circumstances of individual community organisations can vary markedly in terms of nature or their activity, the costs incurred in providing the activity & maintaining premises, their ability to generate income, & the numbers of people involved in the organisation. Hence the importance of adopting a flexible approach.</p>	<ol style="list-style-type: none"> 1. This submission was from the Wellington Potters Association Incorporated who has a historical lease with Council. The existing Leases Policy is predominately related to community & recreation groups. <p>Noted.</p> <p>Noted.</p>

		<p>The assessment criteria being proposed are fair & reasonable.</p> <p>Does not believe that the rental model is clear & easy to understand. How did Council come up with the sliding scale? There is no explanation of the rental subsidy of 86.67% or the rationale for setting it at this rate as opposed to a higher or lower percentage.</p> <p>The policy states that 'triennial rent reviews will be undertaken in accordance with the percentage change in the Consumer Price Index'. Does this mean the rental will be increased to keep pace with the CPI? If so, the policy should say so. The use of the word 'review' is confusing. Will the nine yearly market based reviews establish new market base land values? It is not clear from the way things are phrased.</p> <p>The rental model is equitable for groups who lease land &/or buildings from Council.</p> <p>Agrees that moving towards 100% cost recovery for building maintenance for those with premises leases is equitable.</p> <p>Agrees with the concept of groups sharing their land & buildings, or amalgamating resources but believes each case for sharing & amalgamation would have to be considered on its individual merits.</p> <p>If adopted, the policy will raise the rent paid by the group from \$180 per annum plus GST to \$436 per annum plus GST (effective from 1 September 2013). When one considers the costs the group incurs & the limited ability to generate income, it is a material increase.</p>	<p>Refer to Submission 8, officer's comment 2.</p> <p>2. For clarification, the 'base land value/m²' column has been deleted from the policy (Appendix 1, page 8) as these values are not required to calculate the rental. The rent review undertaken every 9 years may change the m² rental rates and the rent review undertaken every three years will be increased in accordance with the CPI.</p> <p>Refer to Submission 2, officer's comment 1.</p> <p>Noted.</p>
35	Max Tie – Wyncourt Tennis Club Incorporated (Written Submission)	<p>The Club is a stand-alone single, fenced tennis court with no buildings on Appleton Park. The Club has paid for all their resurfacing, fencing, repairs & vegetation clean up inside the court & frequently outside it.</p> <p>The Club are unsure as to how a proposed subsidy of 87% can equate to rent increasing from \$280 per annum plus GST to \$764.20 per annum plus GST.</p> <p>The Club believes that this unreasonable rental increase will only serve to put the Club out of action by making it financially impossible to run.</p>	<p>1. Officers met with the submitter & explained that as per their ground lease agreement, the lessee is responsible for all maintenance works & associated costs. The rental charged is reflective of the land leased only.</p> <p>2. As the Club has no building on the leased land, officers will meet with the Club & negotiate a rental that is at an affordable rate.</p>
36	Peter Thompson – Wyncourt Tennis Club Incorporated (Written Submission)	<p>How can the Council put forward a policy that increases the costs to a community organisation by 173%? The management of the Club work tirelessly to provide a local amenity for residents & the Council should be doing everything they can to support the Club. The Club pay for all the upkeep of the court, with no additional costs to the Council.</p>	<p>Refer to Submission 35, officers comments 1 & 2.</p>
37	Sheryle Williams – Wyncourt Tennis Club Incorporated (Written Submission)	<p>Club members playing tennis during the day or under lights at night does way more to enhance the area & add aesthetic appeal than an empty space & surely would be in keeping with the "community wellness" ethos the Council enjoys quoting endlessly.</p> <p>These are community courts that no one is denied access to for a very small fee. This appears purely a money making process.</p>	<p>Refer to Submission 35, officers comments 1 & 2.</p>
38	Cecilia Doogue – Wyncourt Tennis Club Incorporated (Written Submission)	<p>The Club is a unique & special club that enhances Appleton Park.</p> <p>Moving from \$280 per annum plus GST to \$764 per annum plus GST is a large increase for a small group of members who currently fund all the maintenance & upkeep of the facility.</p> <p>The Club has no amenities or buildings & is a stand-alone asphalt court with only a fence. Over the past 30 years, everything has been funded exclusively by the Club. Members have worked hard to keep it going despite vandalism.</p> <p>Hopes that more thought can be given to find ways to encourage this facility to continue as activities such as tennis at the Club have a positive effect on the community & the City.</p>	<p>Refer to Submission 35, officers comments 1 & 2.</p>

39	Teresa Wyndham-Smith – Wyncourt Tennis Club Incorporated (Written Submission)	<p>The Club has not cost the Council a penny for the 30 plus years it has been in existence. Through careful stewardship of members' subscriptions the Club has resurfaced the court, re-fenced it, repaired & replaced nets & even installed lights for evening play.</p> <p>This rental increase seems unfair considering the Club is totally self sustaining & never asks Council for anything.</p> <p>If the rent is increased to this extent, club subscriptions will have to rise which will result in a loss of members which could have a harmful effect on the Club.</p> <p>If the Club was forced out of existence, it would be extremely sad for its members plus would do nothing for Appleton Park as a recreation venue.</p> <p>Urges the Council to rethink their approach.</p>	Refer to Submission 35, officers comments 1 & 2.
40	Phil Tomlinson – Wyncourt Tennis Club Incorporated (Written Submission)	<p>Appalled to think the Council should consider such a large rent increase. Notes that the Club is a self funding sports club which is of benefit to the community.</p> <p>Believes that the Club should be encouraged not penalised & certainly not used to supplement the income of the local authority.</p>	Refer to Submission 35, officers comments 1 & 2.
41	Hadyn Smith – Alex Moore Park Development Board (Written Submission)	<p>Huge increases beyond the 20% mark in any year were never going to acceptable but most organisations seemed to accept that CPI based adjustments were both reasonable & explainable. Everything else simply suggests bad planning somewhere at sometime.</p>	Refer to Submission 35, officers comments 1 & 2.
42	Ian Miller & Charlie Cordwell – Renouf Tennis Centre / Tennis Central Region Incorporated (Oral Submission)	<p>The Club are currently treated as commercial and do not fall within the Leases Policy in terms of rental. The Club are currently paying a ground rental of \$9,775.00 per annum plus GST. Under the proposed rental model, the Club's rental would decrease to \$4,577.28 per annum plus GST.</p> <p>Full replacement insurance cover has cost the Club an annual premium of \$44,000 up until 30 November 2011. Further rises are predicted at renewal time which is on 1 December 2012. The Club will be required to pay \$86,000 per annum for full replacement insurance cover. The Club has asked if they can change their insurance from full replacement to indemnity value.</p>	<p>1. Officers believe that this Club should fall under the policy and their rental should be amended accordingly as although the Club do engage in semi-commercial activities, the money incurred from such activities is invested back into the Club and the buildings.</p> <p>2. Under full replacement insurance, the Club would be covered for the amount it would cost to rebuild the building if it was totally destroyed and under indemnity value insurance, the Club would be covered for the amount the building is worth less the land value, taking into account its age & condition at the time of loss of damage. Officers' advice is that the Club be allowed to amend the insurance they hold to indemnity value.</p>