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Thursday, 3 September 2020

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*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*

**Hastings District Council**

**Council Meeting**

*Kaupapataka*

# Open Agenda

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*Te Rā Hui:*  
Meeting date: **Thursday, 3 September 2020**

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*Te Wā:*  
Time: **1.00pm**

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*Te Wāhi:*  
Venue: **Council Chamber  
Ground Floor  
Civic Administration Building  
Lyndon Road East  
Hastings**

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*Te Hoapā:*  
Contact: **Democracy and Governance Services  
P: 06 871 5000 | E: [democracy@hdc.govt.nz](mailto:democracy@hdc.govt.nz)**

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*Te Āpiha Matua:*  
Responsible  
Officer: **Chief Executive - Nigel Bickle**

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**HASTINGS DISTRICT COUNCIL**  
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Phone **06 871 5000** | [www.hastingsdc.govt.nz](http://www.hastingsdc.govt.nz)  
**TE KAUNIHERA Ā-ROHE O HERETAUNGA**



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Thursday, 3 September 2020

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*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*

**Hastings District Council**

**Council Meeting**

*Kaupapataka*

# Open Agenda

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	<i>Tiamana</i> <b>Chair:</b> Mayor Sandra Hazlehurst
<i>Mematanga:</i> <b>Membership:</b>	<i>Ngā KaiKaunihera</i> <b>Councillors:</b> Bayden Barber, Alwyn Corban, Malcolm Dixon, Damon Harvey, Tania Kerr (Deputy Chair), Eileen Lawson, Simon Nixon, Henare O’Keefe, Peleti Oli, Ann Redstone, Wendy Schollum, Sophie Siers, Geraldine Travers and Kevin Watkins
<i>Tokamatua:</i> <b>Quorum:</b>	8 members
<i>Apiha Matua</i> <b>Officer Responsible:</b>	Chief Executive – Nigel Bickle
<i>Te Rōpū Manapori me te Kāwanatanga</i> <b>Democracy and Governance Services:</b>	Jackie Evans (Extn 5018)

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## *Te Rārangi Take*

# Order of Business

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### 1.0 Opening Prayer – *Karaki a Whakatūwheratanga*

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### 2.0 Apologies & Leave of Absence – *Ngā Whakapāhatanga me te Wehenga ā-Hui*

At the close of the agenda no apologies had been received.

Leave of Absence had previously been granted to Councillor O'Keefe

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### 3.0 Seal Register– *Te Rēhita Hira*

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### 4.0 Conflict of Interest – *He Ngākau Kōnatunatu*

Members need to be vigilant to stand aside from decision-making when a conflict arises between their role as a Member of the Council and any private or other external interest they might have. This note is provided as a reminder to Members to scan the agenda and assess their own private interests and identify where they may have a pecuniary or other conflict of interest, or where there may be perceptions of conflict of interest.

If a Member feels they do have a conflict of interest, they should publicly declare that at the start of the relevant item of business and withdraw from participating in the meeting. If a Member thinks they may have a conflict of interest, they can seek advice from the General Counsel or the Manager: Democracy and Governance (preferably before the meeting).

It is noted that while Members can seek advice and discuss these matters, the final decision as to whether a conflict exists rests with the member.

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### 5.0 Confirmation of Minutes – *Te Whakamana i Ngā Minitī*

Minutes of the Council Meeting held Tuesday 25 August 2020.  
(Previously circulated)

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### 6.0 Petition - Eskdale Park

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7

<b>7.0</b>	<b>Petition - Cornwall Park Aviary</b>	<b>9</b>
<b>8.0</b>	<b>Chief Executive Update</b>	<b>To Follow</b>
<b>9.0</b>	<b>Review of the Gambling Act - Recommendations from District Planning and Bylaws Subcommittee meeting on 5 August 2020</b>	<b>13</b>
<b>10.0</b>	<b>Hawkes Bay Community Fitness Centre Trust Lease amendment</b>	<b>35</b>
<b>11.0</b>	<b>Parking Controls</b>	<b>69</b>
<b>12.0</b>	<b>Summary of Recommendations from Heretaunga Takoto Noa Māori Standing Committee 5 August 2020</b>	<b>83</b>
<b>13.0</b>	<b>Summary of Recommendations from the Risk and Assurance Committee meeting held on 27 July 2020</b>	<b>93</b>
<b>14.0</b>	<b>2020 Meeting Schedule Changes</b>	<b>977</b>
<b>15.0</b>	<b>Minor Items – <i>Ngā Take Iti</i></b>	
<b>16.0</b>	<b>Urgent Items – <i>Ngā Take Whakahihi</i></b>	

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Thursday, 3 September 2020

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*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

Item 6

## *Te Rārangi Take*

# Report to Council

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*Nā:*  
**From: Vicki Rusbatch, Democracy and Governance Advisor**

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*Te Take:*  
**Subject: Petition - Eskdale Park**

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### **1.0 Summary – Whakarāpopototanga**

1.1 The purpose of this report is to inform the Council about a petition received from Trina Bergloff-Howes. The petition will be tabled at the meeting.

1.2 The petitioners' prayer reads as follows:

"We, the undersigned, are concerned citizens who urge our leaders and the Hastings District Council to keep the Eskdale Park as a natural reserve without interference from private, commercial or council development. We would like to stop the proposed development of the Eskdale Park and have the park preserved as a natural nature reserve."

There are 173 signatories to the petition submitted to Council. However, this is an on-line petition and at the time of writing this report, there were substantially more signatories to the petition. Many signatories have also added their own comments. A hyperlink to the on-line petition follows:  
[https://www.petitions.nz/preserve\\_the\\_eskdale\\_park\\_in\\_the\\_esk\\_valley\\_napier](https://www.petitions.nz/preserve_the_eskdale_park_in_the_esk_valley_napier)

1.3 The report concludes by recommending that the Council receive the petition and that it be considered as part of consultation feedback on the Eskdale Park Reserve Management Plan.

### **2.0 Recommendation – Ngā Tūtohunga**

- A) That the report of the Democracy and Governance Advisor titled "Petition - Eskdale Park" be received.
- B) That the tabled "Petition - Eskdale Park" be received.

- C) That the lead petitioner Trina Bergloff-Howes be invited to speak to the petition, as a submitter to the Eskdale Park Reserve Management Plan proposal.

**Attachments:**

There are no attachments for this report.

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Thursday, 3 September 2020

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Item 7

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

## *Te Rārangi Take*

# Report to Council

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*Nā:*  
**From: Colin Hosford, Public Spaces and Building Assets Manager**

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*Te Take:*  
**Subject: Petition - Cornwall Park Aviary**

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### **1.0 Executive Summary – *Te Kaupapa Me Te Whakarāpopototanga***

- 1.1 To receive a report from an online petition. The petitioners' prayer is as follows:

*LET'S GET THE PARROTS OUT*

*Sad and lonely large parrots in cold concrete cages, it's a no from us!*

*The Corella and remaining Cockatoo in The Cornwall Park Aviaries have no stimulation, no grass and very limited human contact. These guys are intelligent, they crave love and affection, game play, puzzles and more. We adopted Chucky from the park aviary where he lived for 20 years or so. He was abused by a bigger Cockatoo, harassed by people visiting the park and sprayed with paint. He was very aggressive, even tearing a large hole in a man's ear. You should see him now, even the vet is amazed! The lady that works in the Aviaries does an amazing job caring for all the birds including the two large parrots. The cages are always clean, the birds get treats & as much time as she's able, but her hands are tied. The Council say they are a good attraction for the park. They said they were going to upgrade the cages & get them friends. Times have changed, big parrots shouldn't be kept in cages for people's entertainment. The public complained about Chucky, he was facing euthanasia but with the help of the aviary worker he found a good home. Please help get these guys out of those horrible cages & into good homes like the one Chucky has.*

- 1.2 At the time of publication of the agenda there were 616 signatories by email. The link to the online petition is below:-

<https://www.change.org/p/hastings-district-council-lets-get-the-parrots-out>

- 1.3 The following table shows a breakdown of the geographic whereabouts of the 616 signatures.

Location	Number of signatures
Hastings	62
Napier	49
Rest of New Zealand	420
Overseas	85

- 1.4 The petitioners believe the two large parrots are in a poor environment and are unhealthy. They have asked that they be permanently relocated into the lead petitioner's care.
- 1.5 A veterinary surgeon has inspected the birds and reports that they are mentally and physically healthy. In addition the Society for the Prevention of Cruelty to Animals (SPCA) have visited the birds and they state they are generally well looked after but they support the improving the aviary for an enhanced environment. In order to help resolve the requests to relocate the parrots, the SPCA have offered to seek an interim improved new home while cage improvements are undertaken.
- 1.6 On 19 March 2019 Council considered the future of the aviary as part of the Cornwall Park Management Plan (CRMP). Several submitters spoke about the birds and their housing. 104 local submitters supported the retention of the aviary. Council is aware that the aviary as a whole is a valued facility and it was acknowledged that the parrots' enclosures should be enlarged. The Cornwall Park Reserve Management Plan responded to this issue and \$75,000 funding has been allocated to enlarge the cages this financial year. The design work has commenced with the parrots' cages being the first priority.
- 1.7 Officers believe that the birds are healthy and could appropriately stay where they have been for many years. It is however recognised that should an alternate improved location be sourced by the Society for the Prevention of Cruelty to Animals (SPCA) the parrots could be temporarily put into the care of the SPCA, while the cages are being refurbished.
- 1.8 Officers are aware of the concerns of the petitioners with regard to the caging of the two parrots. Council has discussed the issue of avian welfare as part of the CRMP and resolved to make funding available to improve the cages. Staff currently have the cage improvement work underway as an operational matter.

## 2.0 Recommendations – Ngā Tūtohunga

- A) That the Council receives the petition titled "Let's get the Parrots Out."
- B) That Council uphold its 2020/21 Annual Plan and Reserve Management Plan commitments of retaining the birds in enlarged and enhanced cages.
- C) That should the SPCA find suitable temporary location for the two parrots, they can be temporarily given into the care of the SPCA, until the cage improvements are completed.

### 2.1

#### Attachments:

1↓ Vet Report

CFM-17-8-6-20-542



Veterinary Services (HB) Ltd  
 210 Taradale Road  
 Napier 4110  
 Phone: (06) 843-5308  
 Fax: (06) 843-5930  
 Email: napier@vshb.co.nz

16<sup>th</sup> of July 2020

To Whom It May Concern

#### Disclosure

Miss Tania Thomson of 5 Phillips St, Napier is a client of Vet Services Napier and a pet owner known to me. In the past, I have treated her family pets and recently I have clipped her newly acquired cockatoo's ('Chuck') wings. He has previously been in the care of Cornwall Park, Hastings.

On the 15<sup>th</sup> of July 2020 I have examined two large parrot birds at the Cornwall Park, Hastings. This was a distant examination and observation.

'Mate', male cockatoo was found to be in a good healthy body condition, bright, alert, moving freely around his enclosure. His entire body was covered with normal, full plumage of a great quality and lustre. There was no evidence of self-picking or plucking (self-directed psychogenic feather-picking behaviour).

His feet, eyes, bill and crown were clear, free of disease. His droppings were normal. He was evidently fond of his keeper and used to their regular interactions.

His enclosure was in immaculate tidy condition, with fresh fruit and veggies available as well as seeds. There was a clear water present and plenty of perches and climbing areas for him. There was a sheltered area, again with a perch to hide from bad weather. There was no evidence of any destructive or stereotypic behaviour in the enclosure.

Conclusion: Based on my observation, Mate did not display any behaviour problems (self-mutilation, plucking, enclosure destruction, stereotypic behaviour).

'Corella', female, was found in a good body condition, bright, alert, moving freely around her enclosure. Her entire body was covered with normal, full plumage without any areas of self-picking or plucking (self-directed psychogenic feather-picking behaviour).

Her eyes, bill and feet were clear, free of diseases. She showed a good bond with the keeper. There was no evidence of aggression.

Her enclosure was in an immaculate tidy condition, with fresh food (veggies as well as seeds) available. Her water bowl was clear and she had multiple areas to climb on and perch as well as a good sheltered part to hide from bad weather. There was no evidence of any destructive or stereotypic behaviour in the enclosure.

Conclusion: Similar to 'Mate', 'Corella' did not display any behaviour problems and appeared in a good health.

Waipukurau Vet Centre  
 43 Takapau Road  
 Waipukurau 4200



Napier Vet Centre  
 210 Taradale Road  
 Napier 4110

Hastings Vet Centre  
 801 Heretaunga Street West  
 Hastings 4120





Veterinary Services (HB) Ltd  
210 Taradale Road  
Napier 4110  
Phone: (06) 843-5308  
Fax: (06) 843-5930  
Email: napier@vshb.co.nz

I found both birds in a good health, well looked after. Further health investigation, if desired, would include sedation, blood collection and x-rays.  
I would recommend contacting Wild Base at Massey University for a second opinion on the parrots, if needed.  
For an opinion on the enclosure size and shape I would recommend contacting the avian keepers at Auckland Zoo or similar facility.

Yours sincerely

Veronika Pipe

#### Reference

Meehan C., Mench J. Captive Parrot Welfare in Manual of Parrot Behavior Andrew U. Luescher, 2006, Blackwell Publishing.

Doneley B., Avian Medicine and Surgery Practice, Companion and Aviary Birds, Second edition. 2016.

Waipukurau Vet Centre  
43 Takapau Road  
Waipukurau 4200



Napier Vet Centre  
210 Taradale Road  
Napier 4110

Hastings Vet Centre  
801 Heretaunga Street West  
Hastings 4120



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Thursday, 3 September 2020

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Item 9

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

## *Te Rārangi Take*

# Report to Council

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Nā:  
From: **Rowan Wallis, Environmental Policy Manager**

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Te Take: **Review of the Gambling Act - Recommendations from District**  
Subject: **Planning and Bylaws Subcommittee meeting on 5 August 2020**

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### 1.0 Summary

- 1.1 The purpose of this report is to seek approval on the recommendations made by the District Planning and Bylaws Subcommittee on the proposed class 4 gambling venue and TAB venue policies held on 5 August 2020.
- 1.2 The approved recommendations will be used to notify the draft documents for public feedback under the special consultation process of the local government act.
- 1.3 The subcommittee has recommended that the class 4 gambling venue policy moves from a capped approach, to that of a sinking lid. The move towards a sinking lid includes the removal of the current relocation policy.
- 1.4 For the TAB venue policy, the subcommittee has recommended a move from an open policy to cap the number of TAB venues in the district (refer to Attachment 3).
- 1.5 Background information and the relevant District Planning and Bylaws Subcommittee recommendations to be ratified are set out below.

### 2.0 Background

#### Class 4 Gambling Venue Policy

- 2.1 The Gambling Act 2003 and Racing Act 2003 specifies that a city council or district council must have a class 4 venue policy and TAB venue policy. A council's venue policy sets out the rules around class 4 venues and TAB venues in their district. The aim of the venue policy is to give local councils and the communities they represent a say in how class 4 gambling operates in their district, this is in line with the Gambling Act's purpose.
- 2.2 For a class 4 gambling venue policy, Councils can use either a sinking lid or a cap. The policy may include or exclude a relocation policy. These options are discussed below.
- 2.3 The capped approach means that every time a venue closes, the number of machines permitted in the Hastings District remains the same. This means that other venues can apply for additional

machines if their permitted number of machines hasn't been exceeded or if a venue is looking to host machines at their premise.

- 2.4 The use of sinking lid policy is adopted to decrease the number of gaming machines or class 4 venues over time. A sinking lid policy prohibits any new gaming machines or venues for the district. However, there is a six month period after a venue closes before the licence expires. So potentially another activity can establish at the premise and operate the machines along with their activity as the licence is still active.
- 2.5 The sinking lid policy cannot force venues to reduce the number of machines they are operating, so only affect any new proposals.

#### **Sinking Lid vs Capped Policy**

- 2.6 The last Gambling Policy review was undertaken in 2017 and resulted in a change from a 'sinking lid' policy to a 'capped' policy to control class 4 gambling in the District. The policy included the retention of the relocation policy with increased flexibility for some venues.
- 2.7 The current policy is a cap of 293 machines that may operate where currently 276 machines are operating within the district (permitted up to 278 without the need for Department of Internal Affairs consent). The policy also includes a relocation policy which gives flexibility to some venues.
- 2.8 New venues can apply to host machines (maximum of 9) where Council consent is required. With any application received, the applicant is required to demonstrate how they meet the performance standards of the class 4 gambling venue policy.
- 2.9 The benefit of the capped option is certainly that community funding will be maintained while the control of harm created through gambling can be controlled by the maximum number of machines. Retaining a relocation policy would be beneficial to enable the re-establishment of venues away from sensitive sites.

#### **Relocation policy**

- 2.10 A relocation policy enables a venue to move the licence to another premise (e.g. when a lease expires, building is upgraded or has been damaged).
- 2.11 Section 101 (3) (c) of the Gambling Act 2003 says that a policy may include a relocation policy. It does not state that a council must have a relocation policy.

#### **TAB Venue Policy**

- 2.12 The Racing Act 2003 specifies a territorial authority must complete a review of a policy within 3 years after adopted, and then within 3 years after that review and each subsequent review is completed.
- 2.13 In terms of the TAB Venue Policy, Hastings District Council has the ability to regulate whether or not new stand-alone TAB venues may be established in the district and if so where these may be located. Council consent is not required under the legislation to establish a TAB facility in a bar, hotel or club. The District has just one stand-alone TAB venue (Stortford Lodge).

### **3.0 Options**

- 3.1 The following options were identified and discussed with the subcommittee for consideration for this review;

#### **Class 4 gambling venue policy:**

- 3.2 **Option One:** New cap level of 278. This would be a reduction from 293 machines under the current policy. This means that gaming machines in the Hastings District will be maintained at the current level which would be at a ratio of 3.41 machines per 1,000 residents (retain relocation policy).
- 3.3 **Option Two:** Current Cap level of 293 machines, making 15 gaming machines available for existing or new venues (retain relocation policy).

- 3.4 **Option Three:** Sinking lid; no new machines or venues will be permitted in the Hastings District. As machines are not utilised the number available drops (retain relocation policy).
- 3.5 The officer's recommendation was option one with minor amendments of the policy as set out in paragraph 3.2 above. The full report which was considered by the District Planning and Bylaws Subcommittee is attached as Attachment 4.
- 3.6 Following a full debate, the subcommittee unanimously agreed to recommend to Council that the current gambling policy be changed from a capped to a sinking lid policy with no relocation policy to reduce harm from gambling in the District.
- 3.7 In reaching this decision, the subcommittee noted the 2019 research undertaken by the Department for Internal Affairs (DIA) which showed that Hastings players were spending longer hours playing gaming machines, betting more per game and more players were playing 'pokie' machines.
- 3.8 It was noted that problem gambling disproportionately affected deprived and low income families, of which a significant proportion in this district are Māori. The subcommittee considered that the benefit from community grants derived from gaming machine profits from non-club and club societies did not outweigh the community harm from gambling particularly in our vulnerable communities.
- 3.9 **TAB Venue Policy:**
- 3.10 The subcommittee recommended a move from an open policy for TAB venues to a cap of one TAB venue for the district.
- 3.11 The officer's recommendation was the retention of the open TAB venue policy with minor changes.

## 4.0 Next Steps

### Special Consultative Procedure

- 4.1 The proposed timeline under the special consultative procedure is as follows:-
- 5th August 2020 - seek approval from the District Plan and Bylaws Subcommittee for the proposed reviewed document to go to Full Council meeting.
  - 3rd September 2020 - Council meeting seeking approval to adopt the statement of proposal and commence the special consultation process.
  - Public Notice for submissions will open 12th September 2020.
  - Notice and submission forms will be delivered to all three libraries.
  - There will be the ability to submit online through My Voice My Choice.
  - Council's website and Facebook page will be linked to an online submission process.
  - Public notice will be in the Hawke's Bay Today and Hastings Leader.
  - Submission period ends 11th October 2020.
  - Council hearing date to be set for 1st December 2020.
  - Decision of policies to be released two weeks after conclusion of hearing.
- 4.2 In addition to general community notification, the following stakeholder groups will be notified;
- Groups representing Maori (marae, Te Puni Kōkiri, Ngāti Kahungunu Iwi Incorporated)
  - Hawke's Bay District Health Board
  - Hāpai te Hauora (Māori Public Health)
  - NZ Racing Board

- Post Settlement Governance Entity (PSGE) Ngāti Pāhauwera Development Trust, Maungaharuru Tangitū Trust, Mana Ahuriri Trust, Hineuru Iwi Trust, Heretaunga Tamatea Settlement Trust, Te Whanganui-a-Orotū, Ngāti Kahungunu Iwi Incorporated.
- Societies and Clubs who currently own the machines in the district
- Te Rangihaeata Oranga (HB problem gambling)
- Venue operators (bars)

### 5.0 Recommendation– *Ngā Tūtohunga*

- A) That the report of the Environmental Policy Manager titled “Review of the Gambling Act - Recommendations from District Planning and Bylaws Subcommittee meeting on 5 August 2020” be received.
- B) That the Council adopt for consultation under the Special Consultative Procedure of the Local Government Act 2002, the Class 4 Gambling Venue Policy and TAB Venue Policy, and Statement of Proposal, appended to this report as Attachments 1, 2, and 3 and incorporating any amendments made at its meeting of 3 September 2020.

### Attachments:

1↓	Class 4 Gambling Venue Policy and TAB Venue Policy Statement of Proposal 5th August 2020	STR-3-4-20-461	
2↓	Class 4 Gambling Venue Policy	STR-3-4-20-463	
3↓	Tab Venue Policy	STR-3-4-20-464	
4⇒	Class 4 Gambling Venue and TAB Venue Policies Review - Report to District Planning and Bylaws Subcommittee - 5.8.20	CG-16-2-00300	Under Separate Cover

# Statement of Proposal

## PROPOSED CLASS 4 GAMBLING VENUE POLICY & TAB VENUE POLICY



Item 9

Attachment 1

### 1. INTRODUCTION

- 1.1. The Gambling Act 2003 and the Racing Act 2003 requires all Territorial Authorities to develop a Class 4 Gambling and TAB Venue policy. The Hastings District Council adopted a Class 4 Gambling Venue Policy and TAB Venue policy in May 2004 and three yearly reviews were undertaken and completed in May 2007, September 2010, August 2013 and May 2017 in accordance with the Gambling Act 2003 and Racing Act 2003.
- 1.2. The Class 4 Gambling Venue Policy and TAB Venue policies currently have the following objectives:
- To support the purpose and intent of the Gambling Act 2003.
  - To avoid the establishment of class 4 gambling activities in locations close to residential areas, public facilities or other identified land uses sensitive to gambling activities.
  - To avoid the proliferation of class 4 gambling venue strips or blocks within the city
  - To encourage responsible gambling practices and attitudes in class 4 gambling venues
  - To minimise the potential for new entrant problem gamblers by reducing accessibility to gambling venues
  - To reduce the exposure and risk of under-18 year old persons to gambling opportunities and the promotion of gambling
  - To ensure as far as practicable that actual and reasonable costs relating to venue consent applications are borne by the applicant(s)
  - To control the growth of gambling within the scope of the Gambling Act 2003, while providing for the continued availability of sports or race betting within Hastings District in accordance with the purpose and intent of the Gambling and Racing Acts.

### 2. REASON FOR PROPOSAL

- 2.1 Under the Gambling Act 2003 all Class 4 Gambling and TAB Venue policies must be reviewed on a three yearly basis. The current policies were adopted in May 2017 and are therefore due for review. The current policies can be viewed on the council website at <https://www.hastingsdc.govt.nz/assets/Document-Library/Policies/Gambling-Strategy/Class-4-Gambling-Venue-Policy.pdf?> and <https://www.hastingsdc.govt.nz/assets/Document-Library/Policies/Gambling-Strategy/Gambling-TAB-Venue-Policy-Final.pdf?>
- 2.2 Section 102(5A) of the Gambling Act provides that the first time a territorial authority commences a review of a policy after the [Gambling \(Gambling Harm Reduction\) Amendment Act 2013](#) comes into force, the territorial authority must (and may at any other time) consider whether to include a relocation policy (as defined in [section 101\(5\)](#)) in its class 4 venue policy. As this review is the second review since the Amendment Act came into force on 14 September 2013, this review also considers the merits of a relocation policy.

- 2.3 This proposal is for a change of the current cap policy to a sinking lid and with the removal of the relocation policy. The proposal includes some minor wording amendments to the existing Class 4 Gambling Venue Policy. The proposed sinking lid policy with no relocation for gaming machines will reduce the current number of machines operating in the district over time
- 2.4 The TAB Venue policies will move from an open policy to a cap of one TAB venue in the District. Minor changes are proposed to the TAB venue policy for internal consistency. The number of TAB venues is proposed to limit the number in the District. Any new TAB venue proposal will be subject to the zone and locational requirements.
- 2.5 The proposed sinking lid with no relocation policy and TAB venues cap is based on a meeting held with the District Plan and Bylaws sub-committee where it was discussed on the options available and best solution to control class 4 gambling in the district. It was concluded that the sinking lid with no relocation policy was the best option as this provides for gambling but with emphasis to reduce machine numbers over time.
- 2.6 The proposed amendments are as follows:

Class 4 Gambling Venue Policy

Clause 1 (points 3 and 4) "Introduction".

- *Include no new machines or venues will be permitted in the district.*
- *Remove reference to may include a relocation policy.*

Clause 2 (points 3 and 4) "Anticipated Outcomes".

- *Delete "any new class 4 gambling venues shall be established within the central commercial zone, Havelock North Village Centre zone".*
- *Delete "class 4 gambling club venues can only relocate in a limited number of defined zones".*

Clause 3 (point 3) "Objectives of the Policy".

- *Remove reference to city and replace with District.*

Clause 4 (i and ii) "Establishment of Class 4 Machines & Venues"

- *Delete reference to 'cap' and replace with Sinking lid.*
- *Delete (i) A proposal to establish a new Class 4 gambling venue is not within the Central Commercial zone, Havelock North Village Centre zone (as defined in the maps in this policy)*
- *Delete "The total number of gaming machines in the Hastings District exceeds 293" and replace with "No new venues or machines will be permitted within the district".*

Clause 5 "Exceptions from Meeting Parts of the Policy"

- *Delete 5.1 Venue Relocation*
- *Council may grant consent under s 98(c) of the Act to a proposal to change the venue to which a class 4 venue licence currently applies, provided that the relocation of a venue to which a Class 4 Venue licence currently applies can only occur within the Hastings Central Commercial or the Havelock North Village Centre zones with the following exception:*

- *That the existing venues at Stortford Lodge and Clive, can only relocate within the Stortford Lodge and Clive zones as defined in the attached maps or within the Hastings Central Commercial or Havelock North Village Centre zones.*
- *In accordance with s 97A (2)(b) of the Act the maximum number of gaming machines permitted to operate at the new venue at the time when the new class 4 venue licence takes effect is the same as the maximum number of gaming machines permitted to operate at the old venue immediately before the licence relating to the old venue is cancelled.*

Clause 6 (iii) “ Social impact considerations when applying to all class 4 gambling venues under this policy”

- Delete reference to “*liquor*” and replace with “*alcohol*”

Clause 7 (vii) Applications

- Remove reference to *liquor* and replace with *alcohol* and add *including licence number*.

Clause 8 (ii) “Hearing considerations”

- Add *social impact considerations*.

Clause 8 (vii) “Hearing considerations”

- Delete as the removal of the relocation policy is proposed “*The extent to which the relocated venue is giving effect to the sinking lid policy by resulting in a lesser number of machines overall, and*”

Clause 9 (ii) “Application Fees”

- Include *in accordance with section 150 of the Local government act*.

Table reference to review date “Hastings District Council Class 4 Gambling Venue Policy”.

- Replace *Date by which review must be completed* and replace with *review date*.

#### TAB Venue Policy

Clause 2 “Objective of the Policy”

- Include the following “The number of TAB venues for the district is capped at one”.

Clause 4(i) “Where TAB venues may be established”

- Include *Hastings* to Central commercial zone.

Table reference to review date “Hastings District Council Class 4 Gambling Venue Policy”.

- Replace *Date by which review must be completed* and replace with *review date*.

- 2.5 Section 102(6) of the Gambling Act provides a policy does not cease to have effect just because it is being reviewed. Therefore, the current policy remains in place until a new policy is formally adopted.

### **3. WHAT IS THE PERCIEVED PROBLEM?**

- 3.1 These policies provide criteria for processing consent applications for Class 4 Gambling and TAB Venues in the Hastings District. Controls and standards are prescribed as per the Gambling Act 2003 to help inhibit and diminish problem gambling.

## 4. COUNCIL OBJECTIVES

4.1 The reviews of the policies under the provisions of the Gambling Act 2003 (the Act) and the Local Government Act 2002 are designed to ensure that Hastings District Council's policies continue to address identified problems and give effect to the following Council Objectives:

- Building safer communities.
- Develop a safe and vibrant city heart in the Hastings CBD.
- Provide resilient and adaptable social and recreational infrastructure and support services.

## 5. OPTIONS FOR ADDRESSING THE PROBLEM

5.1 The review of Hastings District Council's Class 4 Gambling Venue Policy and TAB Venue Policy has resulted in a recommendation to change the May 2017 policy with amendments. A sinking lid with no relocation policy is proposed. With the exception for club mergers, the sinking lid will control class 4 gambling for the district. A cap policy is proposed to limit the number of TAB venues in the district. The cap will be set to one venue as this is the current number of the TAB venue. Minor wording amendments are proposed to these existing policies to provide consistency with the Gambling Act and to provide further clarity and to simplify the existing wording.

5.2 The following options have been identified for consideration in terms of a capped versus sinking lid;

- Option One: New cap level of 278. This would be a reduction from 293 machines under the current policy. This means that gaming machines in the Hastings District will be maintained at the current level which would be at a ratio of 3.41 machines per 1,000 residents (retain relocation policy).
- Option Two: Current Cap level of 293 machines, making 15 gaming machines available for existing or new venues (retain relocation policy).
- Options Three: Sinking lid no new machines or venues will be permitted in the Hastings District. As machine are not utilised the number available drops. Option 3 would also remove the relocation policy.

5.3 A requirement of s 102(5A) of the Gambling Act is that Council consider whether to include a relocation policy (as defined in [section 101\(5\)](#)) in its policy. Section 101(5) defines a relocation policy as a policy setting out if and when the territorial authority will grant consent in respect of a venue within its district where the venue is intended to replace an existing venue (within the district) to which a class 4 venue licence applies. The current policy includes an exception from meeting parts of the policy if a venue is relocating, and allowed a maximum of 9 gaming machines at the new location. The amendments to the Gambling Act mean that the policy cannot provide how many machines are allowed, but rather the Act provides that the same number of machines can be operated at the new venue as the old venue.

## 6. ASSESSMENT OF OPTIONS

- 6.1 The current Class 4 Gambling Venue Policy and TAB Venue policy were adopted in May 2017. The proposed changes serve to update and amend these two policies to provide further clarity of these policies and to ensure consistency with the current Hastings gambling environment.
- 6.2 The 2017 review resulted in a change to the Hastings Class 4 Gambling Venue Policy from a sinking lid to a cap on the number of gaming machines (293).
- 6.3 According to the Department of Internal Affairs report on 29 July 2019 there are 17 venues operating gaming machines and 293 gaming machines may be operated (276 machines are currently being operated) in the District. In May 2016, the Department of Internal Affairs recorded 19 venues and 287 (293 without the need of territorial authority consent) gaming machines operating within the Hastings District. This formed the basis for the current cap number of 293 machines for the district.
- 6.4 The proposed sinking lid with no relocation policy on gambling machines is based on a meeting held with the District Plan and Bylaws sub-committee where it was discussed on the options available and best solution to control class 4 gambling in the district. It was concluded that the sinking lid with no relocation policy was the best option as this provides for gambling but with emphasis to reduce machine numbers over time.
- 6.5 In reaching this decision, the subcommittee noted the 2019 research undertaken by the Department for Internal Affairs (DIA) which showed that Hastings players were spending longer hours playing gaming machines, betting more per game and more players were playing 'pokie' machines.
- 6.6 It was noted that problem gambling disproportionately affected deprived and low income families, of which a significant proportion in this district are Māori. The subcommittee considered that the benefit from community grants derived from gaming machine profits from non-club and club societies did not outweigh the community harm from gambling particularly in our vulnerable communities.

## 7. NEW ZEALAND BILL OF RIGHTS ACT 1990

- 7.1 The Council must determine whether the proposed Class 4 Gambling and TAB Venue policies give rise to any implications under the New Zealand Bill of Rights Act 1990 (BORA). Council's legal advice is that the restriction set out in the proposed Class 4 Gambling and TAB Venue policies do not impose any unreasonable limitations on any particular right set out in the BORA.

## 8. CONSULTATION

### 8.1 Submissions

As part of the special consultative procedure required by the Local Government Act 2002, Council wishes to hear from any person, group or business that would like to make a

submission on the proposed policies. Submissions may be lodged between 12 September and 11 October 2020.

Details of the policies can be viewed at:

- The Hastings District Council Lyndon Road East, Hastings.
- The Hastings, Flaxmere and Havelock North Libraries
- The Hastings District Council website: [www.myvoicemychoice.co.nz](http://www.myvoicemychoice.co.nz) where you can make an online submission.

Submissions may be lodged to the following address:

Class 4 Gambling and TAB Venue policies – Submissions  
Hastings District Council  
Private Bag 9002  
Hastings  
Attn: Junior Tuakana

Please ensure you include your contact details (name, phone, email, postal address), and whether or not you wish to speak to the Council at the hearing.

For further information contact **Junior Tuakana**:

*Phone:* 06 871 5000

*Email:* [juniort@hdc.govt.nz](mailto:juniort@hdc.govt.nz)

## CLASS 4 GAMBLING VENUE POLICY



### 1. INTRODUCTION

The Gambling Act 2003 was enacted on 18 September 2003. The Act requires Hastings District Council to adopt a Class 4 Gambling Venue policy for the Hastings District in accordance with the special consultative procedure set out in the Local Government Act 2002.

The Class 4 Gambling Venue policy:

- Must consider the social impacts of gambling within its district and specify whether or not class 4 venues may be established in the district, and if so, where they may be located.
- May specify any restrictions on the maximum number of gaming machines that may be operated at any gambling venue. The Gambling Act establishes a maximum limit of nine machines for new venues.
- No new machines or venues will be permitted in the district.
- ~~May include a relocation policy~~

The Class 4 Gambling Venue policy will be reviewed every three years.

### 2. ANTICIPATED OUTCOMES

The adoption of Class 4 Gambling Venue policy will achieve the following outcomes:

- ***Harmful impacts of high risk forms of gambling on the Hastings District community will be avoided or minimised.***
- ***Class 4 gambling venue operators will be responsible gambling hosts.***
- ~~***Any new class 4 gambling venues shall be established within the Central Commercial zone, Havelock North Village Centre zone.***~~
- ~~***Class 4 gambling club venues can only relocate in a limited number of defined zones.***~~

### 3. OBJECTIVES OF THE POLICY

- To support the purpose and intent of the Gambling Act 2003.
- To avoid the establishment of class 4 gambling activities in locations close to residential areas, public facilities or other identified land uses sensitive to gambling activities.

- To avoid the proliferation of class 4 gambling venue strips or blocks within the ~~city~~District
- To encourage responsible gambling practices and attitudes in class 4 gambling venues.
- To minimise the potential for new entrant problem gamblers by reducing accessibility to gambling venues.
- To reduce the exposure and risk of under-18 year old persons to gambling opportunities and the promotion of gambling.
- To ensure as far as practicable that the actual and reasonable costs relating to venue consent applications are borne by the applicant(s).

#### 4. ESTABLISHMENT OF CLASS 4 MACHINES & VENUES

Hastings District Council has a 'cap'-~~sinking lid~~ approach to class 4 gambling. Therefore the Council will not grant consent where:

- (i) ~~A proposal to establish a new Class 4 gambling venue is not within the Central Commercial zone, Havelock North Village Centre zone (as defined in the maps in this policy).~~
- (ii) ~~The total number of gaming machines in the Hastings District exceeds 293~~No new Venues or machines will be permitted within the district.

#### 5. EXCEPTIONS FROM MEETING PARTS OF THE POLICY

##### 5.1 ~~Venue Relocation~~

~~i) Council may grant consent under s 98(c) of the Act to a proposal to change the venue to which a class 4 venue licence currently applies, provided that the relocation of a venue to which a Class 4 Venue licence currently applies can only occur within the Hastings Central Commercial or the Havelock North Village Centre zones with the following exception:~~

- ~~• That the existing venues at Stortford Lodge and Clive, can only relocate within the Stortford Lodge and Clive zones as defined in the attached maps or within the Hastings Central Commercial or Havelock North Village Centre zones.~~

~~ii) In accordance with s 97A (2)(b) of the Act the maximum number of gaming machines permitted to operate at the new venue at the time when the new class 4 venue licence takes effect is the same as the maximum number of gaming machines permitted to operate at the old venue immediately before the licence relating to the old venue is cancelled.~~

##### 5.2 Club Mergers

Council will consider an exception to Clause 4 above for the relocation or merger of clubs; as defined by the Act with existing class 4 machines, as outlined below:

- (i) When two or more clubs wish to merge physically and legally in terms of section 95 of the Gambling Act 2003, the maximum number of machines allowed will be the sum of the number of gaming machines specified in all the clubs Class 4 venue licences at the time of application with a maximum limit of 30 as provided in Section 95(4) of the Gambling Act 2003.
- (ii) For premises licensed after 17 October 2001, to which Section 96 of the Gambling Act 2003 applies, the maximum number of gaming machines allowed will be the number of machines specified in the class 4 venue licence (held immediately before an application under Section 96 is made) with a maximum limit of 18 as provided in Section 96(4) of the Gambling Act 2003.

## 6. SOCIAL IMPACT CONSIDERATIONS WHEN APPLYING TO ALL CLASS 4 GAMBLING VENUES UNDER THIS POLICY

In addition to those conditions outlined in the Gambling Act 2003, Council shall have regard to the following:

- (i) The applicant shall provide a declaration that the gaming area in a venue will not have a separate entrance, separate name, or otherwise seem to be separate from the primary activity of the venue.
- (ii) The primary activity of the venue shall not be an activity associated with family or children's activities.
- (iii) The venue must have an 'on licence' or 'club licence' for the sale of ~~liquor~~ alcohol for consumption on the premises.
- (iv) The principal venue entrance shall not be located closer than a 100 metre radius of any educational facility, place of assembly, or licensed early childhood centre.
- (v) The principal entrance of the venue premises shall not be located closer than a 100 metre radius to any residentially zoned or suburban commercial zoned land.
- (vi) The venue premises shall not be within a 100 metre radius of the principal entrance of any other class 4 gambling venue or TAB venue.
- (vii) Meeting all application, declaration, and fee requirements.

## 7. APPLICATIONS

Applications for territorial authority consent may be lodged at any time. Applications received by Hastings District Council under Clause 5.1 or 5.2 of the Policy will be assessed subject to the objectives of the Hastings District Council Class 4 Gambling Venue Policy, the purpose and intent of the Gambling Act 2003 and any other matter that Council considers relevant and reasonably necessary to determine the application.

Applications for consent must be made on the approved form and must provide to the satisfaction of Council:

- (i) name and contact details for the application, including the society name, the venue trading name(s), and other name(s) related to the venue, and the venue operators name
- (ii) street address of premises proposed for the Class 4 venue
- (iii) a specific legal description with deposited plan where required clearly identifying the area where the venue is proposed to be located
- (iv) the names of key persons at the society and venue
- (v) an audit assessment, from an independent Chartered Accountant holding a Certificate of Public Practice, of the business plan or budget for the establishment, covering at least 12 months, and clearly distinguishing the percentage of revenue to be derived from both gambling and other activities proposed for the venue, showing that the venue is clearly not to be used primarily for operating gaming machines
- (vi) a site plan covering both gambling and other activities proposed for the venue, including details of each floor of the venue, and clearly showing where the machines are to be located and the size of the area the machines will be within
- (vii) details of ~~liquor~~ alcohol licence(s) applying to the premises including licence number.
- (viii) Other relevant information requested by the territorial authority, or that the applicant wishes to provide.

## 8. DETERMINING APPLICATIONS

### Notification

Applications under Clause 5.1 of the Policy and/or applications which do not meet one or more of the conditions under clauses 6 of this policy will require a hearing and shall be publically notified.

Any application requiring a hearing shall be publicly notified as follows:

- in the public notice section of a local newspaper circulating within the city, within 15 working days of receipt of the application
- by way of a public notice displayed prominently in the window of the proposed venue for the period during which submissions are open
- by the direct notification in writing of all owners and residents of any property where any part of that property is located within 100m of the subject site
- By the direct notification in writing of any other person that Council may consider will be adversely affected by the granting of consent

### Hearings Considerations

The Hearings Committee will consider each application on its merits, judged against the following criteria:

- i) The extent to which the application meets the objectives of the Hastings District Council Class 4 Gambling Venue Policy, and the Purpose and intent of the Gambling Act 2003, and
- ii) The extent to which an application that does not meet a condition of clause 6, (Social impact considerations) is of a minor effect, and

- iii) The extent of the potential impact on the character of the zoned area/ locality, and
- iv) The potential cumulative effects of additional gambling in that locality, and
- v) Whether the venue has reasonable potential to have a negative effect on the operation, amenity, or reasonable enjoyment of residential and/or sensitive land uses in the locality, and
- vi) That when relocating the venue relinquishes the gaming machines tied to the current location, and
- ~~vii) The extent to which the relocated venue is giving effect to the sinking lid policy by resulting in a lesser number of machines overall, and~~
- ~~viii)~~vii) Any other matter that Council considers relevant and reasonably necessary to determine the application.

## 9. APPLICATION FEES

- (i) To be considered, a deposit in accordance with the Council's schedule of fees and charges must accompany the application.
- (ii) Actual and reasonable costs of processing the application, including but not limited to any notification, consultation, hearing, administration costs, and/or inspection, may be charged to the applicant in accordance with section 150 of the Local government act.
- (iii) The deposit will be utilised to pay for costs and fees associated with the application, and any further costs or disbursements will be charged to the applicant in the event the deposit is exhausted. Any unused portion of the deposit will be refunded.
- (iv) All fees and costs must be paid in full prior to a consent being issued.

### Hastings District Council Class 4 Gambling Venue Policy

<b>Prepared by:</b>	Environmental Policy Planning and Regulatory Services
<b>Adopted by:</b>	Hastings District Council
<b>Dated:</b>	24 May 2020
<b><del>Date by which review must be started</del> by <u>Review Date</u>:</b>	24 May 2023

## DEFINITIONS

**Adjoining:** allotments sharing one or more common boundaries or separated only by a road reserve or similar equivalent

**Allotment:**

- a) Any parcel of land under the Land Transfer Act 1952 that is a continuous area and whose boundaries are shown separately on a survey plan, whether or not:-
  - i) the subdivision shown on the survey plan has been allowed, or subdivision approval has been granted, under another Act; or
  - ii) a subdivision consent for the subdivision shown on the survey plan has been granted under this Act; or
- b) Any parcel of land or building or part of a building that is shown or identified separately:-
  - i) on a survey plan; or
  - ii) on a licence within the meaning of Part I of the Companies Amendment Act 1964; or
- c) Any unit on a unit plan; or
- d) Any parcel of land not subject to the Land Transfer Act 1952.

**Bounded by:** sharing all or part of a property boundary

**Central Commercial zone:** as defined in the Hastings District Plan and any subsequent changes (see map, Appendix One)

**Class 4 gambling venue (Venue):** A place located on one or more contiguous allotments at which gaming machines (also known as pokies) are located, or for the purposes of application at which it is proposed that gaming machines be located.

**Club:** a voluntary association of persons combined for a purpose other than personal gain.

**Gambling promotion signage:** branding or signage using the words casino or jackpot or any other words or images that convey the impression that a venue is a casino and accessible to the public

**Gaming machine:** refer to definition of 'Gaming Machine' in Gambling Act 2003

**Educational Facility:** means land and/or buildings used to provide regular instruction or training in accordance with a systematic curriculum by suitably qualified instructors, and includes schools, technical institutes, teachers colleges and universities, kura kaupapa (primary school), and kura maori (secondary school) and their ancillary administrative, cultural, health, retail and communal facilities.

**Family:** any group that can be identified as a family and that includes persons below the age of 18 years

**Family activities:** Activities which have a target market which includes family(s). This includes but is not limited to restaurants where the primary activity is dining, retail shops, and areas where there are games or entertainments whose target market may include under 18 year old persons

**Key persons:** as defined in the Gambling Act 2003

**Place:** includes –

- a) a building, structure or tent whether fully or partly constructed; and

- b) a room in a building or structure; and
- c) a court or a mall; and
- d) land; and
- e) a vehicle, vessel, or aircraft; and
- f) a caravan or a trailer or other conveyance

**Places of Assembly:** means land and/or buildings used for the public and/or private assembly of people, primarily for worship, education, recreational, social, ceremonial, cultural, and spiritual activities for meditation, and functions of a community character. May include a church, church hall, church yard, and marae. Any charges for entry into or use of the facility may only be made by groups or organisations operating on a non-profit making basis.

**Premises:** Building in which a venue is located.

**Primary part of a venue's operation:** Area greater than 15% of floor space for gaming machine area, including area around the machines.

**Primary Activity:** The activity(s) primarily associated with and promoted by the venue.

**Private Club:** refer to definition of 'Club', and in this context meeting the criteria of operating as a club as defined in section 65 (3), in the Gambling Act 2003

**School /Licensed early childhood centre:** As defined in sections 2 and 308 of the Education Act 1989 respectively

**Society:** A corporate society as defined in the Gambling Act 2003 (including reference to section 33), which has an operator's licence for class 4 gaming machines.

**TAB venues:** means premises that are owned or leased by the new Zealand Racing Board and where the main business carried out at the premises is providing racing betting or sports betting services under the Racing Act 2003 (the Act), including racecourses. It is noted that the Act specifies that this policy does not apply to TAB facilities that are part of another venue.

**Venue:** see Class 4 gaming venue.

**Zone:** An area of the city, defined as a zone in the Hastings District Plan or any subsequent changes.



## TAB VENUE POLICY

### 1. INTRODUCTION

A subsequent amendment to the Racing Act 2003 as a result of the Gambling Act 2003, came into effect on 1 August 2003. The Act requires Hastings District Council to adopt a Board (hereinafter referred to as TAB) Venue policy for the Hastings District in accordance with the special consultative procedure set out in the Local Government Act 2002.

The TAB Venue policy must specify whether or not new stand alone TAB venues may be established in the district and, if so, where they may be located. In the development of this policy Council must have regard to the social impact of gambling on the Hastings District community. The TAB Venue policy will be reviewed three years after it is adopted.

### 2. OBJECTIVES OF THE POLICY

The objectives of the Gambling Act 2003 are to control the growth of gambling and prevent and minimise the harm caused by gambling, including problem gambling. Beyond the objectives stated in the Act, the objective of the Hastings District Council's TAB Venue policy is:

- ***To control the growth of gambling within the scope of the Gambling Act 2003, while providing for the continued availability of sports or race betting within Hastings District in accordance with the purpose and intent of the Gambling and Racing Acts.***
- **The maximum number of TAB venues for the district will not exceed one.**

### 3. TAB VENUE CONDITIONS

Requirements applying to all new locations:

- (i) The venue premises shall not adjoin any educational facility, place of assembly, or licensed early childhood centre
- (ii) The principal entrance of the venue premises shall not be located closer than a 100 metre radius to any residentially zoned or suburban commercial zoned land
- (iii) The venue shall not be part of a place where another TAB venue, or a class 4 venue is located
- (iv) The venue premises shall not be within a 100 metre radius of the principal entrance of any other TAB venue, or class 4 gambling venue
- (v) The Board shall provide a declaration that the venue has approved problem gambling assessment tools, staff training programme, and procedures to reduce the likelihood of problem gambling, identify instances of problem gambling, and refer those identified to problem gambling treatment agencies, and any bar/self-bar procedures for problem gamblers
- (vi) The Board shall agree to participate in any freely available register of barred problem gamblers in the area
- (vii) Meeting application and fee requirements

#### 4. WHERE TAB VENUES MAY BE ESTABLISHED

(i) TAB venues may be established within the Hastings Central Commercial zone subject to meeting the other conditions of this Policy.

(ii) TAB venues may be established in a Commercial Service zone, an Industrial zone or in Havelock North Retail Zone as defined in the Hastings District Plan or any subsequent changes, subject to meeting the other conditions of this Policy, and:

- the area of the contiguous zone is larger than 4 hectares. For this purpose this shall be defined as:
  - the venue being within an allotment, or a cluster of allotments within the Commercial Service or in Havelock North Village Centre Zone and
  - the allotment or cluster of allotments having a minimum combined total area within an appropriate zone or zones of at least 4 hectares must be adjoining (sites separated only by road reserve or similar equivalent for the purposes of this policy are considered to be adjoining), and

(iii) TAB venues may be established on land in the Rural zone or Plains zone as defined in the Hastings District Plan or any subsequent changes, subject to meeting the other conditions of this Policy, and:

- The venue is a racecourse.

#### 5. APPLICATIONS FOR TAB VENUE CONSENT

Applications for territorial authority consent must be made on the approved form and must provide:

- (i) name and contact details for the application, including the society name, the venue trading name(s), any other name(s) related to the venue, and the venue operator's name(s)
- (ii) street address of premises proposed for the TAB venue
- (iii) a specific legal description with deposited plan where required clearly identifying the area where the venue is proposed to be located;
- (iv) the names of management staff;
- (v) evidence of police approval for owners and managers of the venue;
- (vi) if not in the Central Commercial zone, evidence of the distance to the nearest residential zone, and to the nearest school, early childhood centre, kindergarten, place of worship or other community facility, and to other gambling venues;
- (vii) the Board must show that the possibility of people under the age of 18 years gaining access to the venue is minimal.
- (viii) other relevant information requested by the territorial authority, or that the applicant wishes to provide.

**6. APPLICATION FEES**

- (i) To be considered, a deposit in accordance with the Council's schedule for fees and charges must accompany the application.
- (ii) Actual and reasonable costs of processing the application, including but not limited to any notification, consultation, administration costs, and/or inspection, may be charged to the applicant.
- (iii) The deposit will be utilised to pay for costs and fees associated with the application, and any further costs or disbursements will be charged to the applicant in the event the deposit is exhausted. Any unused portion of the deposit will be refunded.
- (iv) All fees and costs must be paid in full prior to a consent being issued.

**Hastings District Council TAB Venue Policy****Prepared by:**Environmental Policy  
Planning & Regulatory Services**Adopted by:**

Hastings District Council

**Dated:**

24 May 2020

~~**Date by which review must be started**~~**Review**  
**date:**

24 May 2023

## DEFINITIONS

**Adjoining:** allotments sharing one or more common boundaries or separated only by a road reserve or similar equivalent

**Allotment:**

- a) Any parcel of land under the Land Transfer Act 1952 that is a continuous area and whose boundaries are shown separately on a survey plan, whether or not:-
  - i) the subdivision shown on the survey plan has been allowed, or subdivision approval has been granted, under another Act; or
  - ii) a subdivision consent for the subdivision shown on the survey plan has been granted under this Act; or
- b) Any parcel of land or building or part of a building that is shown or identified separately:-
  - i) on a survey plan; or
  - ii) on a licence within the meaning of Part I of the Companies Amendment Act 1964; or
- c) Any unit on a unit plan; or
- d) Any parcel of land not subject to the Land Transfer Act 1952.

**Bounded by:** sharing all or part of a property boundary

**Hastings Central Commercial Zone:** as defined in the Hastings District Plan and subsequent changes (see map, Appendix One)

**Class 4 Gambling venue (Venue):** A place located on one or more contiguous allotments at which gaming machines (also known as pokies) are located, or for the purposes of application at which it is proposed that gaming machines be located.

**Educational Facility:** means land and/or buildings used to provide regular instruction or training in accordance with a systematic curriculum by suitably qualified instructors, and includes schools, technical institutes, teachers colleges and universities, kura kaupapa (primary school), and kura maori (secondary school) and their ancillary administrative, cultural, health, retail and communal facilities.

**Key persons:** as defined in the Gambling Act 2003

**Place:** includes –

- a) a building, structure or tent whether fully or partly constructed; and
- b) a room in a building or structure; and
- c) a court or a mall; and
- d) land; and
- e) a vehicle, vessel, or aircraft; and
- f) a caravan or a trailer or other conveyance

**Places of Assembly:** means land and/or buildings used for the public and/or private assembly of people, primarily for worship, education, recreational, social, ceremonial, cultural, and spiritual activities for meditation, and functions of a community character. May include a church, church hall, church yard, and marae. Any charges for entry into or use of the facility may only be made by groups or organisations operating on a non-profit making basis.

**Premises:** Building in which a venue is located.

**School / Licensed early childhood centre:** As defined in sections 2 and 308 of the Education Act 1989 respectively

**TAB venues (Venue):** means premises that are owned or leased by the New Zealand Racing Board and where the main business carried on at the premises is providing racing betting or sports betting services under the Racing Act 2003 (the Act), including racecourses. It is noted that the Act specifies that this policy does not apply to TAB facilities that are part of another venue.

**Zone:** An area of the city, defined as a zone in the Hastings District Plan or any subsequent changes.

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Thursday, 3 September 2020

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*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

Item 10

*Te Rārangi Take*

# Report to Council

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*Nā:*  
**From: Bruce Allan, Group Manager: Corporate**

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*Te Take:*  
**Subject: Hawkes Bay Community Fitness Centre Trust Lease Amendment**

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## **1.0 Executive Summary – *Te Kaupapa Me Te Whakarāpopototanga***

- 1.1 The purpose of this report is to seek approval from Council to amend the lease arrangements with the Hawke's Bay Community Fitness Centre Trust (HBCFCT) following the announcement that the Trust has received \$32m from the Crown Infrastructure Partners (CIP) shovel ready infrastructure fund for the development of a 50 metre swimming pool.
- 1.2 The lease requires amendment to accurately represent the area of land leased by the Trust and to provide security over the tenure of the land to satisfy CIP funding requirements.
- 1.3 The amendment to this lease will also affect the lease arrangements with the Hawke's Bay Regional Sports Park Trust (HBRSPt).
- 1.4 The leases with HBRSPt and HBCFCT both require Council approval prior to any development works occurring on the land covered in this lease. This report also seeks that approval for the HBCFCT to build the Indoor Aquatics Facility which includes a 50m swimming pool, the northern extension to the existing Sports Hall and the hostel. Note that any approval given at this time does not pre-empt any regulatory decisions that may be required in the future.
- 1.5 This report recommends that the lease adjustments required to provide the HBCFCT with the land tenure it requires to secure the CIP funding is approved. The report also recommends to Council that approval be given to HBCFCT to proceed with a project to construct the proposed Indoor Aquatic Facility, the northern extension to the Sports Hall and the hostel on the Regional Sports Park land.
- 1.6 Both Trusts have indicated their general approval of the plans being put forward, however some minor amendments may yet be required. It is recommended that the Chief Executive be delegated authority to negotiate those minor amendments if required.

## 2.0 Recommendations – Ngā Tūtohunga

- A) That the Council receives the report titled Hawkes Bay Community Fitness Centre Trust Lease amendment.
- B) That the Council provide their approval of the development of an aquatic facility, the northern extension of the main sports hall and the hostel to the Hawke's Bay Community Fitness Centre Trust.
- C) That Council amends the leases with the Hawke's Bay Community Fitness Centre Trust and the Hawke's Bay Regional Sports Park Trust to accurately reflect the areas each Trust occupies at the Regional Sports Park with the following map to be incorporated.



- D) That the Chief Executive be given delegated authority to make any other minor amendments to the leases, including the maps to enable this change to be made.

## 3.0 Background – Te Horopaki

- 3.1 Council amended the lease arrangements at the Hawke's Bay Regional Sports Park (now Mitre 10 Park) in February 2018 to recognise the new Hawke's Bay Community Fitness Centre Trust, acknowledging the area of the park that the new Sports Hall was to be located, areas of common space and potential future development areas.
- 3.2 The current map included in the lease with the allocation of land between the leases is as follows with the balance of land leased to the HBRSP. A copy of the current signed lease with HBCFCT is attached as **Attachment 1**.



- 3.3 When Council entered into the current lease arrangements there was an acknowledgement that there could be future development and Area 4 on the above plan identified a future development area for a swimming pool. The actual area required for the aquatic facility is now more than was previously anticipated and now encroaches into what was Area 5.
- 3.4 The HBCFCT has been successful in attracting \$32m of CIP funding and requires the lease with Council to be amended to provide them with security of land tenure to satisfy CIP requirements and secure the funding under contract.
- 3.5 The actual location of the existing Sports Hall differs slightly to the lease arrangements above and a correction to the lease boundaries between the two trusts is also required to remedy that.
- 3.6 Under the current lease arrangements, HBCFCT and HBRSTP require Council approval prior to developing or erecting any buildings or other improvements upon the land that they lease. Clause 13 which details this requirement is detailed below. Note also that Council needs to satisfy itself that the HBCFCT has the resources to not only deliver the capital project, but also operate the facility. Council's main interest in the operating space will be to ensure it has sufficient comfort that HBCFCT can operate the facilities in a financially sustainable manner. If Council is to grant approval at this stage for the development to proceed, this does not obligate Council to any future operational or capital contributions.

### 13. DEVELOPMENT, ALTERATIONS AND ADDITIONS

**13.1 Approvals:** CFCT must not develop, or erect any buildings or other improvements upon the CFCT Area and/or the Common Areas, nor make any alterations or additions to the same, or carry out any Building Work on the CFCT Area or the Common Areas or the balance of the Sports Park Land unless such works are first approved in writing by HDC (provided that by signing this lease HDC is deemed to have approved the works required to complete the improvements in the Initial Plan) and then subject always to:

- 13.1.1** HDC being entitled to withhold its consent if it is not reasonably satisfied that CFCT has sufficient resources to undertake the works and operate the facilities.
- 13.1.2 Building Consent:** obtaining a Building Consent and carrying out all Building Work in conformity with that consent; and
- 13.1.3 Compliance Certificate:** on completion, obtaining a Code Compliance Certificate.

3.7 The HBCFCT have requested that the lease boundaries be adjusted to accommodate the Aquatic Facility, northern extension of the Sports Hall and the enlarged area required for the hostel. The following plan is what has been submitted by HBCFCT.



3.8 The proposal put forward by HBCFCT does encroach on the existing car parking which is at a premium during events and Saturday mornings. The HBRSP have estimated that approximately 150 carparks will be lost with this development and will be replaced.

#### 4.0 Discussion – Te Matapakitanga

- 4.1 The HBSPT have signalled their strong support for the aquatic and hostel facilities and the necessary lease adjustments. Council has requested from both the Trusts a strategic plan for future developments and this is currently being scoped. However the outcome and recommendations from that strategic plan will not be available to inform this decision in the timeframes required.
- 4.2 Lease boundaries
- 4.3 Council Officers have worked with both Trusts to ensure the new lease boundaries are in the most appropriate place. It has been important that all developments planned for the immediate future are recognised to understand how each will be impacted, noting that this has been completed without the strategic plan referenced above. The following plan sets out all those developments which includes identifying suitable land for car parking and the HBSPT's plans for the cricket and boxing facility. The plan also adjusts the requested HBCFCT areas to reflect the actual space requirements for the new facilities, with specific adjustments made to:
- The hostel area so that it does not encroach on the turning circle by the Grandstand
  - The southern end of the Aquatic Facility is shortened so that it represents actual land requirements.
- 4.4 Based on the plans above and the original map in the lease documents the new map proposed to be included in the lease are as follows. Both the HBCFCT and HBSPT have indicated their agreement to the new map.



- 4.5 Approval for development
- 4.6 HBCFCT have received confirmation of \$32m of funding from CIP for the delivery of the Aquatics facility and \$5m for the hostel from the PGF, ensuring that these two facilities are fully funded. Progress continues for fundraising for the full Northern extension of the Sports Hall however \$3m

has already been secured from Lotteries/DIA for the extension of the courts and strength and conditioning gym and that development will be undertaken concurrently with the hostel construction phase. The remaining North-east admin and community gym extension will then be pursued once those additional funds are raised. HBCFCT have a track record of delivering projects on time and to budget with the completion of the \$19m Sports Hall in 2019.

- 4.7 The requirement in the lease for Council to be satisfied that HBCFCT have sufficient resources to deliver the facilities operationally, requires some scrutiny with a comprehensive feasibility study undertaken on the aquatic facility which presents a financial position that generates a small surplus in year 1, increasing to an estimated surplus of \$176,000 by year 3. If the aquatics facility was to make a loss, it would be encumbered on the HBCFCT to either recover those losses from the balance of their operations, previously accrued reserves or future years. There has been no approach to Council by HBCFCT to meet any potential operational losses or underwrite its operations.
- 4.8 The feasibility study has been undertaken by APR Consultants, experienced specialists in strategic and environmental planning, business and economic development and social and market research. The operational model included in the feasibility study has been modelled off the AUT Millennium Institute of Sport on the North Shore of Auckland and resized for the Hawke's Bay context.
- 4.9 While the feasibility study presents an operationally sustainable facility for HBCFCT, it does not consider the impact that this facility will have on Council's own network of aquatic facilities. While Sir Graeme Avery and the HBCFCT have previously indicated that future stages of their development could include an aquatic facility, it was not expected that the funding required for such a facility would be available so soon, and as such, planning and analysis of what the impact could be on Council's own network of aquatic facilities has not been undertaken.
- 4.10 An Aquatics review undertaken in 2010 identified that an additional aquatic facility would be required in the Hastings area, however this has not been progressed.
- 4.11 Car parking replacement
- 4.12 The footprint of the new aquatics facility removes approximately 150 carparks from circulation at the Sports Park which will be required to be replaced. HBCFCT have confirmed that their development plans include replacement car parking plus an increase in carparks provided to accommodate the increased use at the Park due to the Aquatics facility.
- 4.13 There is an opportunity to provide additional car parking facilities utilising a stormwater detention area, however more work is required to understand if a hard standing permeable surface could be used that didn't compromise the primary use of that area which is to act as a stormwater detention area and was a use that was in line with current consents.
- 4.14 HBCFCT have initiated a strategic review of the transport links within the Sports Park including car parking which will help inform any future solutions. Car parking requirements will also feature in the scope that is being prepared for the strategic review that both Trusts will be undertaking.

## 5.0 Options – Ngā Kōwhiringa

Option One - Recommended Option - Te Kōwhiringa Tuatahi – Te Kōwhiringa Tūtohunga

- 5.1 Agree to the HBCFCT development and construction of the northern extension of the Sports Hall, the development of the Aquatics facility and the hostel and to the changes in the areas leased by the HBCFCT and the HBRSTP required to enable these developments.

### Advantages

- The HBCFCT have had unprecedented success in raising funds for the delivery of the capital build for the aquatic facility, extension to the Sports Hall and the hostel. Previous aquatic strategy reviews for Hastings aquatic facilities have identified the need for additional aquatic facilities and this opportunity provides that outcome at no cost to Council and at this stage the feasibility study indicates that there is no additional operational cost to Council.

### Disadvantages

- The impact of the Aquatics Facility on Council's network of pools is currently unknown and approving this development at the Sports Park without this knowledge could have quite a detrimental effect on Council's facilities including reduced operating revenue opportunities and therefore increased ratepayer contributions to meet the costs of those facilities. This facility will however be meeting a regional need for a 50 m swimming pool and the timing of its delivery will allow Council time to develop alternative delivery models and services at Council pools.

### Option Two – Status Quo - Te Kōwhiringa Tuarua – Te Āhuetanga o nāiane

5.2 Decline approval for the construction of the Aquatics facility and request officers to undertake a strategic review of Council's aquatic facilities to understand the implications on its own network if this new facility was to be built.

- Declining approval for the construction of the aquatics facility removes some of the immediate need for the leases to be adjusted. There will still be some requirement to provide approvals to the HBCFCT for the development of the extension to the Sports Hall and the hostel.
- Declining approval does however put at risk the \$32m secured for the Aquatics facility and this option is not recommended.

## 6.0 Next steps – *Te Anga Whakamua*

6.1 Providing Council provides approval to these developments and for the leases to be amended accordingly, the next steps will be to formally advise the Trusts of this decision and engage Council solicitors to amend the leases as directed.

### Attachments:

1 [↓](#) HDC - HBCFCT Deed of Lease

EXT-10-10-20-15

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## Summary of Considerations - *He Whakarāpopoto Whakaarohanga*

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### Fit with purpose of Local Government - *E noho hāngai pū ai ki te Rangatōpū-ā-Rohe*

The Council is required to give effect to the purpose of local government as set out in section 10 of the Local Government Act 2002. That purpose is to enable democratic local decision-making and action by (and on behalf of) communities, and to promote the social, economic, environmental, and cultural wellbeing of communities in the present and for the future.

### Link to the Council's Community Outcomes – *Ngā Hononga ki Ngā Putanga ā-Hapori*

This proposal promotes the social and economic wellbeings of communities in the present and for the future.

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### Māori Impact Statement - *Te Tauākī Kaupapa Māori*

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There are a number of wider health and wellbeing benefits that will flow from the investments being made by the HBCFCT that will also benefit local Hapu and Iwi. The author has spoken with Pou Ahurea Matua to understand the benefits and look for further opportunities into the future.

#### **Sustainability - *Te Toitūtanga***

N/A

#### **Financial considerations - *Ngā Whakaarohanga Ahumoni***

At this stage there are no financial considerations for Council in regard to the build of these complexes at the Sports Park. There is however the unknown effect of the new Aquatic Facility on Council's own network of swimming pools.

#### **Significance and Engagement - *Te Hiranga me te Tūhonotanga***

This decision has been assessed under the Council's Significance and Engagement Policy as being of low significance.

#### **Consultation – internal and/or external - *Whakawhiti Whakaaro-ā-roto / ā-waho***

There has been consultation with the two Trusts affected but no consultation with the wider community.

#### **Risks**

There is a risk to Council that if the facilities are not able to be operated as expected, there may be future call on Council finances to assist with the operations of these facilities, in particular the Aquatics Facility.

There is also a risk that the Aquatics Facility will materially affect the existing swimming pool network provided by Council, affecting income and the amount of rates income required to subsidise these facilities.

**Opportunities** – this proposal from HBCFCT creates huge opportunities for Council, the District and the Region. An aquatic facility of this nature being built in the Hastings District without any ratepayer funding is unprecedented and will create opportunities for a large number of improved health and wellbeing outcomes plus economic outcomes with the ability to host significant national and regional events.

#### **Rural Community Board – *Te Poari Tuawhenua-ā-Hapori***

N/A

**Hastings District Council**

**and**

**Hawke's Bay Community Fitness Centre Trust**

**Deed of Lease for part of  
Hawke's Bay Regional Sports Park**

**BANNISTER  
& VON  
DADELSZEN**

**LAWYERS**

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Item 10

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1

THIS DEED dated the 16<sup>th</sup> day of February 2018

**BETWEEN** HASTINGS DISTRICT COUNCIL ("HDC")  
**AND** HAWKE'S BAY COMMUNITY FITNESS CENTRE TRUST a Charitable  
 Trust registered under the Charitable Trusts Act 1957 and the  
 Charities Act 2005 ("CFCT")

#### BACKGROUND

- A.** HDC is the owner of the land in the First Schedule ("the Land"), and has agreed to enter into two leases:
- (i) to the Hawke's Bay Regional Sports Park Trust ("the RSP Trust") the Land other than areas shown 2, 3, 4, 5 and 6 on the attached plan ("the RSPT Area") and
  - (ii) to CFCT for that area shown numbered 2 on the attached plan ("the CFCT Area")— it being noted that CFCT will require access to its leased area via the RSPT Area by arrangement with the RSP Trust
- and with both these leases recognising Common Areas as defined in this Lease.
- B.** The parties wish to record the agreed terms relating to the lease by HDC to the CFCT of the CFCT Area.

#### NOW THIS DEED RECORDS:

##### 1. INTERPRETATION

In this lease unless the context indicates otherwise:

##### 1.1 Definitions:

"Annual Rent" means \$1.00 per annum;

"Authority" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Land or its use;

"CFCT" includes CFCT's assigns

"CFCT's Improvements" means the CFCT's buildings, building fitout, fixtures, signs, lighting, car parking, site development, utilities, sporting facilities and surfaces and all other equipment and plant owned or placed on the Land by CFCT at any time during the term of the lease and includes all additions and alterations to any of those made during the term of this lease;

"CFCT Users" means any invitee of CFCT or user of the CFCT Improvements.

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**"Common Areas"** means those parts of the Land shown as areas 3, 4, 5, and 6 on the plan attached, together with all other sealed accessways and carpark areas within the Land, for ingress and egress and parking only, in each case subject always to the HoA.

**"GST"** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**"HDC's Common Utilities"** means all water reticulation, water and sewage drainage and other utilities and associated equipment owned by HDC, situated on the Land which are used to service the Land and/or other properties

**"HoA"** means the heads of agreement dated on or about the same date as this lease and entered into between HDC, CFCT and RSP.

**"Initial Plan"** means the development plan for the initial improvements on the CFCT Area developed by CFCT as submitted to and approved by HDC in the resource consent granted to CFCT on 20 June 2017 under number RMA20170140, as is amended by agreement between CFCT and HDC from time to time;

**"Insured Risks"** means loss, damage or destruction resulting from material damage, fire, flood, explosion, lightning, storm, earthquake, and volcanic activity and any other usual commercial risks applicable to the Permitted Use;

**"Land"** means the Land in the First Schedule

**"Outgoings"** means the costs, expenses and charges set out in the Second Schedule, payable by CFCT;

**"Sports Park"** means the Land and all improvements affixed upon it, and whether owned or funded by any of HDC, the RSP Trust or CFCT;

**"Structural Repairs"** means repairs, maintenance or renovations to all buildings (interior and exterior and including roofing and utilities within such buildings), sporting surfaces and facilities, paved and car parking areas, and other improvements upon the Sports Park and to the Land

**"RSP Trust's Improvements"** means the RSP Trust's buildings, building fitout, fixtures, signs, lighting, car parking, site development, utilities, all weather athletics track and stadium, netball courts and pavilion, hockey pitches, sports fields, sporting facilities and surfaces and all other equipment and plant owned or placed on the Land by the RSP Trust at any time (including those improvements in existence at the date of this lease) and all additions and alterations to any of those;

**"Utilities"** means all utility and other services connected and/or supplied to the Land, including water, sewage, drainage, electricity, gas, telephone, electronic data services and rubbish collection;

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- 1.2 **Building Act Terms:** the terms "Building Work", "Compliance Schedule" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004 and "Warrant of Fitness" refers to the annual building warrant of fitness as described in section 108 of the Building Act 2004;
- 1.3 **Defined Expressions:** expressions defined in the main body of this lease have the defined meaning in the whole of this lease including the background and schedules;
- 1.4 **First Schedule Terms:** the terms "Commencement Date", "Default Interest Rate", "Term", "Permitted Use", "Rent Payment Date(s)", and "Termination Date", together with the other terms set out in the first schedule, will be interpreted by reference to the First Schedule;
- 1.5 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this lease's interpretation;
- 1.6 **Joint and Several Obligations:** where two or more persons are bound by a provision in this lease, that provision will bind those persons jointly and each of them severally;
- 1.7 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.8 **Parties:** references to parties are references to parties to this lease;
- 1.9 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities of other entities, in each case whether or not having separate legal personality;
- 1.10 **Plural and Singular:** singular words include the plural and vice versa;
- 1.11 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to this lease's sections, clauses and schedules;
- 1.12 **Schedules:** the schedules and their contents have the same effect as if set out in the body of this lease; and
- 1.13 **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.

## 2. GRANT OF LEASE

HDC leases to CFCT and CFCT takes on lease, the CFCT Area for the Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent.

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### 3. NO RENEWAL

#### 3.1 Consideration:

While there is no right of renewal, HDC agrees to consider entering into a new lease with CFCT, on terms to be negotiated, from the Termination Date.

#### 3.2 Holding Over: If, other than under an extension or renewal of this lease or the grant of a further lease, HDC permits CFCT to remain in occupation of the CFCT Area after the expiry or earlier termination of the Term, CFCT will occupy the CFCT Area pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 but otherwise both parties shall continue to be bound by the terms and conditions set out in this lease. In so far as they are applicable to periodic tenancies all other matters set out in this lease and implied by law will continue to apply between the parties.

### 4. RENT

CFCT must pay:

#### 4.1 Annual Rent: the Annual Rent by one annual instalment in advance on the Rent Payment Date;

#### 4.2 No Deductions or Set-off: to HDC all rent and other money payable by CFCT under this lease without any deduction or set-off; and

#### 4.3 Method: all rent and other payments by direct bank payment or as HDC may direct.

### 5. GST

#### 5.1 Payment: CFCT must pay to HDC all GST payable on the Annual Rent and other money payable by CFCT under this lease. CFCT must also pay GST:

##### 5.1.1 Annual Rent: on the Annual Rent on each occasion when any rent falls due for payment; and

##### 5.1.2 Other Money: on any other money payable by CFCT on demand.

#### 5.2 Default: If:

##### 5.2.1 Failure to Pay: CFCT fails to pay the Annual Rent or other money payable under this lease (including GST); and

##### 5.2.2 HDC Liable to Penalty: HDC becomes liable to pay additional interest, GST or penalty tax;

then CFCT must pay the additional interest, tax or penalty tax to HDC on demand.

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## 6. DEFAULT INTEREST

If CFCT fails to pay the Annual Rent or any other money payable under this lease for 14 days after:

**6.1 Due Date:** the due date for payment; or

**6.2 Demand:** the date of HDC's demand, if there is no due date;

then CFCT must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of HDC's demand (as the case may be) down to the date of payment.

## 7. OUTGOINGS

**7.1 CFCT to Pay Outgoings:** CFCT must pay all Outgoings relating to the CFCT Area (and a fair proportion of Outgoings on the Common Areas as determined under the HoA) without deduction or set-off directly to the relevant supplier or Authority (or the RSP Trust as the case may be). If any Outgoing is invoiced directly to HDC, HDC may direct the supplier to in future direct the invoice directly to CFCT. HDC shall promptly pass any invoice for Outgoings directly received by HDC onto CFCT who must pay it within 20 working days of receipt.

**7.2 Apportionment:** If any Outgoing is not separately assessed on or charged to the CFCT Area or the Common Areas, CFCT must pay a fair and reasonable proportion of that Outgoing. Any Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between HDC and CFCT (or the RSP Trust as the case may be).

**7.3 Penalties:** If any Outgoing is payable by a date after which a penalty applies, CFCT will be responsible for any late payment penalty if not paid by due date, except where HDC's failure to promptly pass on any invoice sent directly to CFCT in terms of clause 7.1 causes the imposition of the penalty.

## 8. UTILITY CHARGES

**8.1 CFCT to Pay Utility Charges:** CFCT must promptly pay to the relevant Authority or supplier all charges for Utilities which relate to the CFCT Area and a fair proportion which relate to the Common Areas as determined under the HoA.

**8.2 Apportionment:** CFCT must pay to HDC (or the RSP Trust as the case may be) on demand a fair and reasonable proportion of the charge for any Utility which is not separately metered or charged to the CFCT Area or the Common Areas.

**8.3 Meters:** If HDC, the RSP Trust or any Authority requires CFCT to do so, CFCT must at CFCT's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility or other services supplied to the CFCT Area.

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## 9. COSTS

- 9.1 Legal Costs:** Each party must pay their own legal costs for the preparation, renewal, extension or variation of this lease; but
- 9.2 Default Costs:** CFCT must pay all reasonable costs, charges and expenses for which HDC becomes liable as a result of CFCT's breach of any of this lease's terms, including full solicitor client costs of attempted enforcement of HDC's rights and/or CFCT's obligations under this lease.

## 10. INSURANCE

- 10.1 CFCT to Insure:** CFCT must at all times during the Term at its expense:
- 10.1.1 Insure Improvements:** insure and keep all improvements and items erected or placed on the CFCT Area by CFCT comprehensively insured to their full replacement value against Insured Risks.
- 10.1.2 Contractors' Risk:** insure under a comprehensive policy all building works during the course of their construction
- 10.1.3 Public Risk Insurance:** maintain a public risk insurance policy for the activities carried on, in, or from the CFCT Area (and all Common Areas) by CFCT or its invitees for:
- (a) the amount specified in the First Schedule ( for any single accident or event); or
  - (b) that increased amount that HDC reasonably requires from time to time.
- 10.2 Particulars of Insurance Policies:** CFCT must produce to HDC (and the RSP Trust in respect of public liability where it relates to the Common Areas) on demand copies of all insurance policies taken out by CFCT and proof of payment of premiums for those insurance policies. HDC shall ensure that the RSP Trust is under a similar obligation in favour of CFCT in respect of public liability insurance where it relates to the Common Areas.
- 10.3 Acknowledgement:** The parties acknowledge that HDC does not own any of the improvements on the CFCT Area and therefore for the purposes of section 271 of the Property Law Act 2007, CFCT acknowledges that HDC does not hold any insurance in respect of the CFCT Area against any damage or destruction arising from one or more of the events referred to in section 268(1) of that Act.

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## 11. DEVELOPMENT AND MAINTENANCE

### 11.1 Development and Maintenance of CFCT Area: CFCT must at its own cost:

**11.1.1 Develop:** construct and develop upon the CFCT Area, CFCT's Improvements in accordance with the Initial Plan and in respect of any future development in accordance with plans approved by HDC; HDC is permitted to consider the RSP Trust's comments in respect of the CFCT Improvements before granting approval to CFCT;

**11.1.2 Maintenance:** at all times maintain the CFCT Area and all CFCT's Improvements in quality, safe and functional order;

**11.1.3 Repairs and Fair Wear and Tear:** promptly undertake all Structural Repairs and other repairs required to the CFCT Area and CFCT's Improvements (including those required as a consequence of an Insured Risk or other inevitable accident or as a consequence of fair wear and tear).

**11.1.4 Existing underground infrastructure:** in respect of all infrastructure services within the CFCT Area which are identified by HDC and/or the RSP Trust to CFCT, protect these from damage during the course of the construction and operation of the CFCT Improvements, and if any damage occurs, promptly repair and reinstate at CFCT's cost. Where for the purposes of constructing CFCT Improvements CFCT wishes to relocate any existing infrastructure it will first obtain the consent of HDC and/or RSP Trust, and all relocation costs will be CFCT's responsibility.

**11.2 Limitations on CFCT's Maintenance Obligations:** CFCT is not required to maintain any HDC Common Utilities or any RSP Trust Improvements, but will on demand by HDC and/or the RSP Trust pay a fair proportion of all repairs or maintenance (including that required due to fair wear and tear) of HDC Common Utilities and the Common Areas as determined under the HoA. Subject to clause 11.4.2 the capital costs of replacement and or renewal of HDC Common Utilities will be met by HDC.

**11.3 Further Maintenance/Repair Obligations:** CFCT must at its expense:

**11.3.1 Keep Land Clean:** keep the CFCT Area clean, tidy and free of rubbish and graffiti (except that during any construction works it is acknowledged by HDC that there will be temporary mess and rubbish but nothing authorises CFCT to place or store materials or rubbish on Common Areas unless HDC and/or the RSP Trust agrees);

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- 11.3.2 Removal of Rubbish:** regularly remove all rubbish and waste from the CFCT Area and the Common Areas and keep all rubbish bins and waste disposal facilities in tidy condition;
  - 11.3.3 Painting:** paint and redecorate those parts of the interior and exterior of all buildings on the CFCT Area when in HDC's reasonable opinion they reasonably require painting and redecoration;
  - 11.3.4 Sports Surfaces and Facilities:** replace all worn or damaged parts of the sports and fitness surfaces and facilities (including floor coverings) in the CFCT Area with surfaces and facilities of no less quality than originally in existence at the opening of each facility within the CFCT Area (but always utilising the then appropriate technology for such replacement) when in HDC's reasonable opinion they are in need of replacement;
  - 11.3.5 Grounds Maintenance:** regularly mow all lawns and maintain all gardens, paved and car park areas within the CFCT Area in a tidy condition, so as not to cause any fire risk or eyesore;
  - 11.3.6 Fire and Safety precautions:** maintain suitable fire prevention measures including extinguishers and fire blankets and regularly have all such items tested to ensure they are at all times fully operable and implement appropriate health and safety systems and compliance reviews to ensure the CFCT Area and all CFCT's Improvements are safe for users; and
  - 11.3.7 Hygiene:** obtain and maintain certification, and act in accordance with, all food handling safety requirements and best practice and ensure the CFCT Area is kept free from vermin or disease.
- 11.4 Acknowledgement:** CFCT acknowledges, that unless otherwise agreed in writing between the parties, HDC's only maintenance or repair obligation under the Lease is to keep any HDC Common Utilities in good, safe order and condition and to repair the same as and when required.
- CFCT further acknowledges that HDC and the RSP Trust are not liable for any:
- 11.4.1 CFCT's Maintenance:** repairs or maintenance for which CFCT is responsible under this lease;
  - 11.4.2 CFCT's Default:** repairs or maintenance which are necessary as a result of any act, default or negligence of CFCT or their contractors, employees, agents or representatives or any of the CFCT Users caused while using the CFCT Improvements; or
  - 11.4.3 CFCT's Property:** damage to or destruction of any of CFCT's Improvements or property owned by CFCT in the CFCT Area.

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**11.5 Notification of Defects:** CFCT must:

- 11.5.1 Notify:** promptly notify the RSP Trust of any damage to the Common Areas and promptly notify HDC of any major damage or defect in the CFCT Area and/or the CFCT Improvements of which CFCT becomes aware; and
- 11.5.2 No Action:** In no circumstances may CFCT undertake any repairs or maintenance whatsoever to Common Areas without the RSP Trust's prior approval.
- 11.5.3 Consent:** except where the remedial steps are to reinstate the CFCT Areas and/or the CFCT Improvements (in which case no approval is required) seek and obtain written consent from HDC of the remedial steps CFCT proposes to take prior to taking any such steps.

**12. USE OF LAND**

**12.1 Permitted Use:** CFCT must only use the CFCT Area and the Common Areas for the Permitted Use. No change to the Permitted Use is authorised without the prior written consent of HDC, which may be given, given with conditions, or withheld in HDC's absolute discretion and on such terms as HDC thinks appropriate.

**12.2 Restrictions on Use:** CFCT must not:

- 12.2.1 Noxious Activities and Nuisances:** carry on any noxious, noisy or offensive business or activity in or about the Sports Park, or do anything which is or may become a nuisance or annoyance to the RSP Trust or any other occupant of any adjoining land, but the carrying on of the Permitted Use by CFCT in a reasonable manner will not of itself be a breach of this clause;
- 12.2.2 Insurance:** do anything which may result in any insurance relating to the Sports Park being refused or cancelled or the premium for that insurance being increased, unless CFCT has first obtained any necessary extensions of cover from the approved insurer and has paid any additional premiums required by the insurer;
- 12.2.3 Dangerous Goods or Activities:** bring on or keep upon, or allow to be carried on within, the Sports Park anything inherently dangerous without all possible safety precautions being undertaken;
- 12.2.4 Acts, Bylaws, etc:** breach any acts, bylaws, regulations, rules and requisitions relating to the Land including the Resource Management Act 1991 and the Health and Safety at Work Act 2015;

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**12.2.5 Damage Reputation:** do any act or suffer any omission which could in any manner damage the reputation of the Sports Park, the RSP Trust or HDC; and

**12.2.6 Charitable Purposes:** act in contravention of any of its charitable purposes recorded in CFCT's Trust Deed or make any fundamental change to those purposes.

### 13. DEVELOPMENT, ALTERATIONS AND ADDITIONS

**13.1 Approvals:** CFCT must not develop, or erect any buildings or other improvements upon the CFCT Area and/or the Common Areas, nor make any alterations or additions to the same, or carry out any Building Work on the CFCT Area or the Common Areas or the balance of the Sports Park Land unless such works are first approved in writing by HDC (provided that by signing this lease HDC is deemed to have approved the works required to complete the improvements in the Initial Plan) and then subject always to:

**13.1.1** HDC being entitled to withhold its consent if it is not reasonably satisfied that CFCT has sufficient resources to undertake the works and operate the facilities.

**13.1.2 Building Consent:** obtaining a Building Consent and carrying out all Building Work in conformity with that consent; and

**13.1.3 Compliance Certificate:** on completion, obtaining a Code Compliance Certificate.

**13.2 No liability:** No confirmation given by HDC shall be taken in any way:

**13.2.1** as any underwriting, guarantee or representation by HDC as to the accuracy of the financial projections provided by CFCT; nor

**13.2.2** to derogate from HDC's obligations as Territorial Authority to discharge obligations under the District Plan, Resource Management Act, Local Government Act, Building Act, bylaws or any other applicable legalisation.

**13.3 Capital Contributions:** Nothing in this lease shall obligate HDC to provide any capital contributions to CFCT for the development or operation of the CFCT Improvements except as may be agreed in writing from time to time by HDC.

**13.4 Reinstatement:** CFCT shall not remove any of the building works, alterations or additions or CFCT's Improvements from the CFCT Area upon the expiry or termination of this lease (except any relocatable buildings, plant or equipment which are removable without causing damage and which HDC, acting reasonably, agrees may be removed and retained or otherwise disposed of by CFCT) unless:

**13.4.1 Exemption:** the parties agree in writing prior to CFCT commencing any building works or alterations or additions that

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such works, additions or alterations are to be removed at that time and at CFCT's cost; or

**13.4.2 Agreement:** HDC otherwise agrees, on such terms as it thinks proper.

**13.5 No Compensation:** Unless HDC otherwise agrees, any of CFCT's Improvements remaining on the CFCT Area at the expiry or termination of the lease will be transferred to such charitable entity with purposes as are not inconsistent with the charitable purposes of CFCT (as amended from time to time) as the parties shall agree or shall otherwise vest free of charge in HDC.

#### 14. NAMING AND SIGNS

**14.1 Signage:** CFCT may erect signage approved by HDC on the Sports Park in compliance with all Authorities' requirements.

**14.2 Removal:** At or before the expiry or earlier termination of the Term, CFCT must (unless HDC otherwise agrees):

**14.2.1 Remove Signs, etc:** remove all signs and advertising devices affixed to or painted on the Sports Park and

**14.2.2 Restore:** restore all affected parts of the Sports Park to the HDC's reasonable requirements by painting out signage on those parts in a colour or colours approved by HDC.

#### 15. ASSIGNMENT AND SUBLEASING

**15.1 No right to assignment and sublet:** CFCT may not without the prior written consent of HDC (which HDC may grant, decline, or grant conditionally, and in its absolute discretion):

**15.1.1 Assignment or Mortgage:** assign or mortgage any of its interest under this lease or any of CFCT's Improvements, or otherwise encumber or part with possession of any of the CFCT Area.

**15.2 Sublease:** CFCT may, without requiring HDC's consent, sublease or temporarily license any part of the CFCT Area to any third parties for medical and other tenant facilities which are complementary to the operations of CFCT and comply with the Permitted Use, and may charge market rentals to the subtenants or licensees. Any subletting or temporary license that does not comply with the Permitted Use requires HDC's prior written consent.

**15.3 Assignment to non-charitable entity:** If CFCT seeks consent to an assignment of its interest under this lease to a non-charitable third party, HDC may elect to terminate this lease (without compensation to CFCT) and to require the assignee to enter into a new lease on commercially appropriate terms including payment of a market rent.

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**16. HDC RIGHTS OF ENTRY**

**16.1 Entry to Land by HDC:** HDC may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), and by its representatives, agents and workmen enter the CFCT Area to:

**16.1.1 Inspect Land:** inspect the condition and state of repair to observe whether or not there is compliance with the terms of this lease;

**16.1.2 Carry out Repairs:** carry out repairs or other works which are  
(i) to HDC's Common Utilities  
(ii) CFCT's responsibility and which CFCT has failed to carry out; or

**16.1.3 Compliance with Statutes, etc:** carry out any works to comply with any statutes, regulations, bylaws, ordinances, orders, proclamations, requirements of or notices by any Authority or the requirements or recommendations of the HDC's insurers of the Sports Park.

**16.2 Minimise Disturbance to CFCT:** HDC will take reasonable steps to minimise any disturbance to CFCT when exercising the entry rights granted under clause 16.1.

**17. QUIET ENJOYMENT**

If CFCT pays the Annual Rent and performs its obligations in this lease, CFCT will be entitled to quiet enjoyment of the CFCT Area without interruption by HDC or any person claiming under HDC.

**18. TERMINATION OTHER THAN FOR DEFAULT**

**18.1 Early Termination:** If the Sports Park is:

**18.1.1 Destroyed:** destroyed; or

**18.1.2 Damaged:** so damaged as to be substantially untenable or unfit for the conduct of the Permitted Use;

**18.1.3 Inadequate:** determined by HDC in its reasonable opinion, in need of substantial re-development to ensure it will be able to be adequately utilised by the community as a Regional Sports Park;

then this lease will terminate:

(a) in the case of clause 18.1.1 or 18.1.2, with effect from the date of that damage or destruction; and

(b) in the case of clause 18.1.3, three (3) months after HDC gives CFCT written notice to that effect

and HDC shall not be liable to compensate CFCT in any manner.

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**18.2 Partial Destruction:** If the CFCT Area or any part of it is damaged, but not so as to give rise to termination of this lease under clause 18.1.2, CFCT will (after appropriate consultation with HDC and the RSP Trust to review the plans) with all reasonable speed reinstate using materials, building techniques and designs which CFCT chooses (but otherwise subject to the terms of this lease requiring HDC approval of building works). The reinstated CFCT Area and CFCT Improvements must be reasonably adequate to enable CFCT to carry out the Permitted Use.

**18.3 If Reinstatement Prevented:** CFCT is not required to reinstate under clause 18.2 if:

**18.3.1 Insurance Proceeds Unavailable:** there are insufficient insurance proceeds available to CFCT; or

**18.3.2 Consents and Approvals:** any necessary Building Consent, resource consent or other approval is not available from any Authority;

in which case this lease will terminate with effect from the date of the insufficiency under 18.3.1, or the unavailability of the Consents under 18.3.2 is known.

**18.4 Reduction of Outgoings:** If clause 18.2 applies, all Outgoings shall continue to be fully payable by CFCT, despite the partial destruction, unless HDC otherwise agrees.

**18.5 Failure to Reinstate:** If:

**18.5.1 Reinstatement Not Prevented:** clause 18.3 does not apply;

**18.5.2 Reinstatement Not Done:** CFCT fails to carry out its reinstatement obligations under clause 18.2 within a reasonable time after the damage;

then HDC may terminate this lease by giving a further written notice to CFCT.

**18.6 Earlier Breaches:** Termination of this lease under this section will not prejudice either party's rights relating to any earlier breach of this lease.

## 19. DEFAULT

**19.1 Breach:** If CFCT fails to perform or observe any of this lease's terms, then HDC may without prejudice to any of HDC's other rights or remedies at law or in equity:

**19.1.1 Sue:** sue CFCT for specific performance; or

**19.1.2 Cancel:** cancel this lease by immediately or thereafter re-entering the CFCT Area if has first observed the requirements, where it is required by law to do so, of sections 243-264 Property Law Act 2007.

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**19.2 Other Default:** In addition to a breach of any other term of this lease, the following shall also be an act of default under this lease, namely if CFCT:

**19.2.1 Insolvency and Liquidation:** is declared bankrupt or insolvent according to law or goes into liquidation or is wound up or dissolved;

**19.2.2 Charitable Status Lost:** is struck off the Register of Charitable Trusts, or otherwise loses Inland Revenue Department charitable status;

**19.2.3 Composition with Creditors:** enters into voluntary administration or any assignment or other compromise or scheme of arrangement with any of its creditors;

**19.2.4 Judgments:** suffers any judgment in any court for a sum greater than \$50,000 or is subject to any action for distress or execution against any of CFCT's property; or

**19.2.5 Inactivity:** resolves to go into recess or is, in the reasonable opinion of HDC, inactive.

**19.3 HDC May Remedy CFCT's Default:** HDC may, without being under any obligation to do so, remedy any default or breach by CFCT under this lease at CFCT's cost.

## 20. ESSENTIAL TERMS

**20.1 Failure to Pay Rent:** CFCT's failure to:

**20.1.1 Pay:** pay the rent or any Outgoings or other money payable by CFCT; or

**20.1.2 Comply:** comply strictly with the terms of clause 12.1 (Permitted Use), and clause 13.1 (Approvals);

under this lease is a breach of an essential term of this lease.

**20.2 Consequences:** Where CFCT breaches an essential term of this lease, HDC may terminate this lease and/or may recover damages from CFCT for that breach.

**20.3 No Waiver:** HDC's acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this lease.

## 21. DAMAGES

**21.1 CFCT's Acts or Omissions:** If any act or omission of CFCT:

**21.1.1 Repudiation:** is a repudiation of this lease or of CFCT's obligations under this lease; or

**21.1.2 Breach of Lease:** is a breach of any of CFCT's obligations under this lease;

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HDC may recover damages for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

**21.2 Entitlement:** HDC's entitlement to recover damages:

**21.2.1 Termination:** will not be affected or limited by the termination of this lease ; and

**21.2.2 Additional:** is in addition to any other remedy or entitlement of HDC.

## 22. NO WAIVER

HDC's waiver or failure to act in response to CFCT's breach of any of CFCT's obligations in this lease will not operate as a waiver of:

**22.1 Waiver of Breach:** the same breach on any later occasion; or

**22.2 Waiver of Obligations:** any other obligations in this lease.

## 23. INDEMNITY

**23.1 HDC Indemnified:** CFCT shall indemnify HDC against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by HDC resulting from

**23.1.1** CFCT's act or omission or breach of this lease and

**23.1.2** the acts or omissions of CFCT Users while using the CFCT Improvements.

## 24. RESOLUTION OF DISPUTES

**24.1 Disputes:** Any dispute arising between the parties about:

**24.1.1 Interpretation:** the interpretation of this lease; or

**24.1.2 lease:** anything contained in or arising out of this lease;

shall be dealt with as follows and no party shall begin any action at law (other than an application for injunctive relief or summary judgment where there is no dispute).

**24.2 Notice:** The party claiming a dispute will immediately give written notice of the dispute to the other party, specifying the nature of the dispute.

**24.3 Meeting:** The parties will in good faith meet to discuss the dispute within 14 days of the notice given under 24.2.

**24.4 Mediation:** If the meeting under 24.3 does not resolve the dispute, or if one party does not attend, then:

**24.4.1 Appointment:** the parties will, within 14 days of the date of the meeting (or if no such meeting under clause 24.3 is held), appoint a mediator to mediate the issue, but if the parties cannot agree upon that appointment, then the President of the New Zealand Law Society (or their nominee) shall be asked to

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appoint the mediator and that appointment will bind the parties;

- 24.4.2 Conduct:** the mediation shall be held in Hawke's Bay within one month of the appointment of the mediator and will be conducted in terms of the Resolution Institute Standard Mediation Agreement, unless the parties otherwise agree. The mediator's fee shall be met in equal shares by the parties, and shall be determined by the Chair of the Resolution Institute if the parties cannot agree on the fee;
- 24.4.3 Participation:** both parties shall attend and participate in the mediation in good faith, to endeavour to negotiate towards achieving a settlement of the dispute.
- 24.5 Arbitration:** If resolution by way of mediation cannot be agreed, then the dispute will be referred by either party ("the notifying party") to arbitration in accordance with the following clauses.
- 24.6 Notice:** The notice under 24.5 by the notifying party shall:
- 24.6.1 Nominate:** nominate the arbitrator appointed by the notifying party; and
- 24.6.2 Confirmation:** require the receiving party to confirm in writing within five working days, whether or not the receiving party agrees to the arbitrator nominated by the notifying party, and the absence of any notice by the receiving party of its objection to the notifying party's nominee within that time, shall confirm the appointment of the notifying party's nominee as the arbitrator to determine the dispute.
- If the receiving party advises in writing within 5 working days that the receiving party objects to the arbitrator nominated by the notifying party, then the arbitrator shall be appointed by the President of the New Zealand Law Society (or their nominee) (who may appoint the notifying party's nominee) and that appointment will be binding on the parties; and
- 24.6.3 Warn:** warn the receiving party of the consequences under subclause 24.6.2 of failure to confirm whether or not they agree to the notifying party's nominee within the 5 working day period.
- 24.7 Refusal:** If any arbitrator refuses or fails to act within a reasonable time of their appointment then either party may (provided the defaulting arbitrator has first been given in writing a reasonable time in which to act) request the President of the New Zealand Law Society (or their nominee) to appoint a replacement arbitrator who shall act in lieu of the defaulting arbitrator.

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- 24.8 Disqualification:** In no case may the arbitrator of the dispute be a person who has participated in mediation or any other informal dispute resolution procedure in respect of the dispute, unless both parties otherwise agree.
- 24.9 Procedure:** The appointed arbitrator shall be obliged to proceed with the arbitration of the dispute in accordance with the Arbitration Act 1996 (including the First and Second Schedules) with maximum expediency so as to be able to deliver an arbitral award within two months of their appointment, and the parties agree to cooperate fully and to comply with all expedited procedural directions issued by the arbitrator. This clause 24 shall be deemed to be an agreement to submit the dispute to arbitration.
- 24.10 Binding:** In the absence of an error of law in the arbitrator's decision, the parties hereby agree that the arbitral award shall be final and binding and they hereby waive any right to appeal against the award or to seek judicial review of it in any Court.
- 24.11 Survival:** This Clause 24 shall survive the expiration or earlier determination of this lease.
- 24.12 Time:** Time shall be of the essence under clause 24.

## 25. NOTICES

- 25.1 Service of Notices:** Any notice or document required or authorised to be delivered or served under this lease may be delivered or served:
- 25.1.1 Property Law Act:** in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served.
- 25.2 Time of Service:** Any notice or other document will be treated as delivered or served and received by the other party:
- 25.2.1 Delivery:** on personal delivery;
- 25.2.2 Email:** when the recipient acknowledges receipt orally or by email (automatically generated email receipt is not sufficient for this clause); or
- 25.2.3 Post:** on the fourth working day after posting.
- 25.3 Signature of Notices:** Any notice or document to be delivered or served under this lease must be in writing and may be signed by:
- 25.3.1 Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- 25.3.2 Authorised Person:** the party serving the notice or any other person authorised by that party.

## 26. LEASE NOT REGISTRABLE

HDC does not warrant that this lease is in registrable form. CFCT must not require registration of this lease against the title to the Land nor may it register a caveat.

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**27. CONSENT**

Where this lease requires CFCT to obtain HDC's consent, that consent is required on each occasion even if HDC has given consent for the same or similar purpose on an earlier occasion.

**28. NO WARRANTY BY HDC**

CFCT enters into this lease solely in reliance on its own investigations and judgement and not in reliance on any representation or warranty by HDC that:

**28.1 Suitability:** the CFCT Area and the Common Areas are, or will remain, suitable for the Permitted Use; or

**28.2 Funding:** HDC will contribute funding to assist CFCT with its development and/or operation of the Sports Park (unless there is a pre-existing funding contract between the parties).

**29. CONTRACTS PRIVITY**

For the purposes of Section 12 of the Contracts and Commercial Law Act 2017 where there is reference in this lease to the RSP Trust being required to give consent, being able to charge maintenance, outgoings or utilities for Common Areas, or to otherwise be involved in any matters under this lease, those provisions create a benefit for the RSP Trust and that benefit is enforceable by them notwithstanding that they are not a party to this lease.

**30. TRUSTEE LIMITATION**

The parties acknowledge and agree that each trustee of the Hawke's Bay Community Fitness Centre Trust who enters into this lease does so solely in his or her capacity as a trustee of that Trust and the liability of those trustees and any other trustees of that Trust is strictly limited to the net assets of that Trust at the time of the claim and shall not, under any circumstances, extend to the personal assets of the trustees.

**Executed as a Deed**

EXECUTED by


**HASTINGS DISTRICT COUNCIL**

by the affixing of its common seal

in the presence of:

  
ROSS McLEOD  
CHIEF EXECUTIVE



  
Bruce Allan  
Chief Financial Officer

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EXECUTED by  
**HAWKE'S BAY COMMUNITY FITNESS CENTRE TRUST**  
by the affixing of its common seal  
in the presence of:

Trustee   Trustee   
Chair  
Graeme S. Avery Bruce Mactaggart

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**FIRST SCHEDULE**  
**Reference Schedule**

<b>Land:</b>	7876m <sup>2</sup> Lot 2 DP 326386 and Lot 3 DP 306848, Identifier 107293 16.67 ha pt Lot 3 DP 326386, Identifier 107294 5.7 ha pt Lot 5 DP 306848, Identifier 26738 5.75 ha pt Lot 6 DP 306848, Identifier 26739
<b>Commencement Date:</b>	13 February 2018
<b>Termination Date:</b>	12 February 2053
<b>Term:</b>	The period commencing on the Commencement Date and expiring on the Termination Date
<b>Annual Rent:</b>	\$1.00 plus GST
<b>Rent Payment Dates:</b>	1 July each year
<b>Permitted Use:</b>	<b>CFCT Area-</b> construction and operation of health and sports facilities, for those charitable purposes stated in CFCT's Deed of Trust and which facilities are complementary to those facilities of the RSP Trust on the RSPT Area  <b>Common Areas</b> – ingress and egress and carparking only and subject to the HoA
<b>Minimum Public Risk Insurance:</b>	\$5,000,000
<b>Default Interest Rate:</b>	5 % per annum above HDC's banker's unsecured commercial overdraft interest rate from time to time

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Item 10

Attachment 1

**SECOND SCHEDULE**  
**Outgoings**

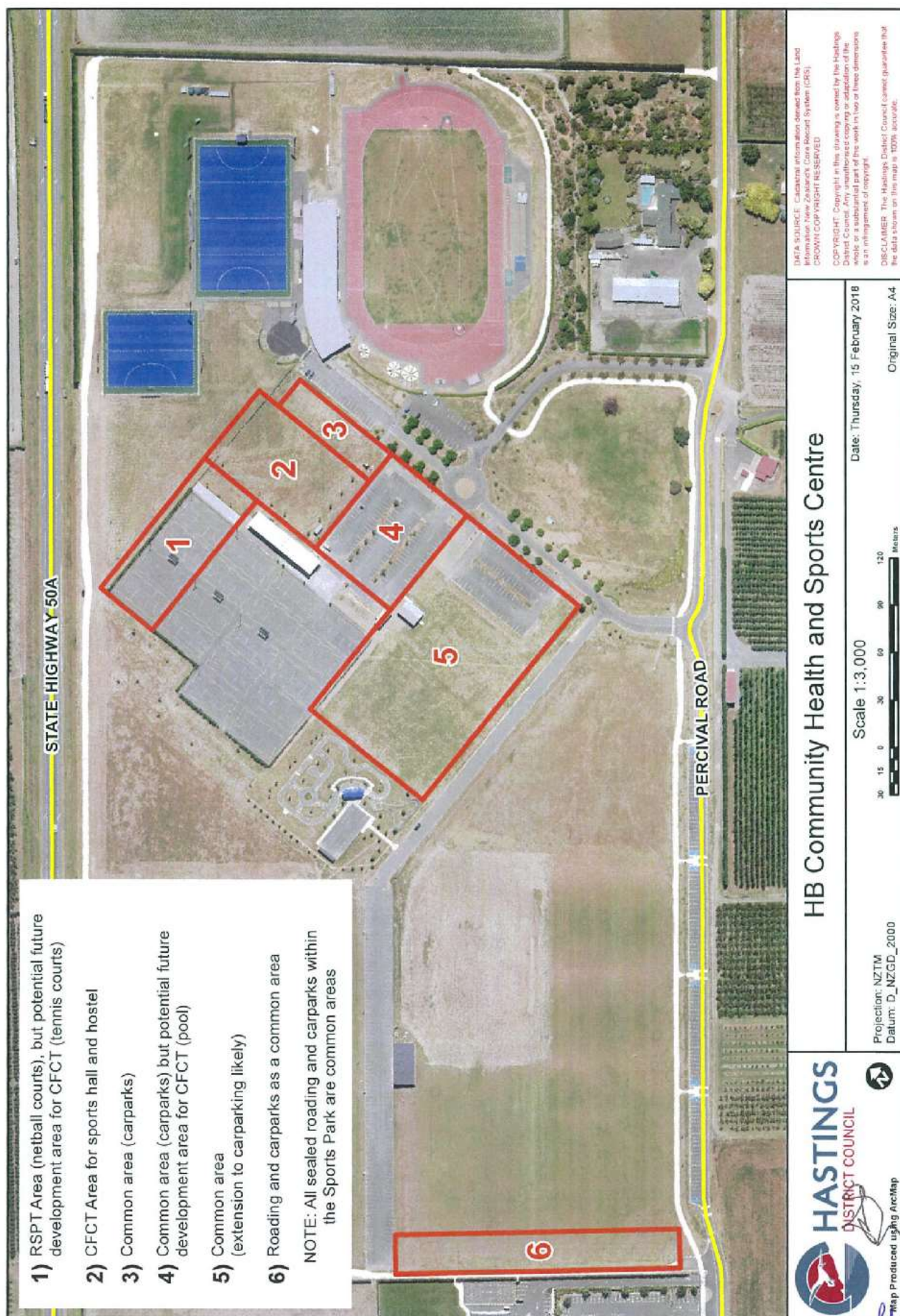
1. Rates, charges, levies, assessments, duties, impositions, taxes (excluding land tax) and fees from time to time payable by HDC to any Authority relating to:
  - (a) the CFCT Area and Common Areas, and/or
  - (b) the use of the CFCT Area and/or the Common Areas.

Item 10

Attachment 1

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Thursday, 3 September 2020

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

**Item 11**

*Te Rārangi Take*

# Report to Council

**Nā:**  
**From: Mel England, Parking Transportation Officer**

**Te Take:**  
**Subject: Parking Controls**

## 1.0 Executive Summary – *Te Kaupapa Me Te Whakarāpopototanga*

- 1.1 The purpose of this report is to obtain a decision from Council on changes to parking controls on Cunningham Crescent, Frederick Street West, Frimley Road, Hastings Street South, Campbell Street, Northern Carpark, Omaha Road, Orchard Road, Queen Street East, Warren Street South Leased Carpark and Loading zones in the Hastings CBD.
- 1.2 This report contributes to the purpose of local government by primarily promoting economic wellbeing and more specifically through Council's strategic objectives of:
  - Reducing public nuisance and threats to public health and safety
  - Moving people and goods around safely and efficiently
- 1.3 This proposal arises from a number of requests for new parking controls in and around Hastings and concludes by recommending a number of changes in parking control and time limits.
- 1.4 A summary of the proposed changes is as follows:

ROAD	EXISTING CONTROLS TO BE REMOVED	PROPOSED CONTROLS
Cunningham Crescent	2 bus stops	1 bus stop (centralised)
Frederick Street West	None	School Drop Off and Pick up Zone
Frimley Road	P5 parking spaces	School Drop Off and Pick up Zone
Hastings CBD Loading Zones	Loading Zone 5min Maximum Goods Vehicles Only	P5 Loading Zones
Hastings Street South	None	School bus stop
Campbell Street	P5 parking spaces	School Drop Off and Pick up Zone
Northern Carpark	None	Electric Vehicle Park
Omaha Road	None	No Parking lines
Orchard Road	Incorrect school drop off times	Correct school drop off times

Queen Street East	None	P5 Loading Zone
Warren Street South Leased Carpark	None	No Parking 5.30pm to 7.30am on weekdays. No parking at all times on weekends

1.5 Amendments to Bylaws require a resolution of Council.

## 2.0 Recommendations – Ngā Tūtohunga

- A) That the Council receives the report titled **Error! No document variable supplied..**
- B) That Council resolve pursuant to Clause 5.3.1(a)(iv) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing bus stop located outside of 1112 Cunningham Crescent be revoked.
- C) That Council resolve pursuant to Clause 5.3.1(a)(iv) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing bus stop located outside of 1218 Cunningham Crescent be revoked.
- D) That Council resolve pursuant to Clause 5.3.1(a)(iv) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that a bus stop be established on the western side of Cunningham Crescent commencing 14 metres south of 1202 Cunningham Crescent and extending 20 metres south.
- E) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing spaces on the northern side of Frederick Street West commencing 17 metres east of the intersecting line with Konini Street and extending 27 metres east become a Drop Off and Pick up Zone. The times being 8-15am to 9am and 2-30pm to 3-15pm School Days Only.
- F) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing spaces on the southern side of Frederick Street West commencing 77 metres west of the intersecting line with Waipuna Street and extending 60 metres west become a Drop Off and Pick up Zone. The times being 8-15am to 9am and 2-30pm to 3-15pm School Days Only.
- G) That Council resolve pursuant to Clause 5.3.1(a) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing P5 time limits located on Frimley Road outside of Frimley Primary School be revoked.
- H) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing spaces on the southern side of Frimley Road commencing 65 metres west of the intersecting line with Pakowhai Road and heading 85 metres in a westerly direction be amended to become a Drop Off and Pick up Zone. The times being 8am to 9am and 2-30pm to 3-30pm School Days Only.
- I) That Council resolve pursuant to Clause 5.3.1(a) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing Loading Zone 5min Maximum Goods Vehicles Only located in the Hastings CBD area be revoked.
- J) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the previously revoked areas in (I) become P5 Loading Zones.
- K) That Council resolve pursuant to Clause 5.3.1(a)(iv) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that a time limited bus stop be

established on the western side of Hastings Street South commencing 72 metres south of Akina Street and extending 15 metres south. The times being 8:00am to 8:20am, and 2:50pm to 3:15pm School Days Only.

- L) That Council resolve pursuant to Clause 5.3.1(a) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing P5 time limits located on Campbell Street outside of Havelock North Primary School be revoked.
- M) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the existing spaces on the eastern side of Campbell Street commencing 36 metres south of the intersecting line with Busby Hill and heading 37 metres in a southerly direction be amended to become a Drop Off and Pick up Zone. The times being 8am to 9am and 2–30pm to 3–30pm School Days Only.
- N) That Council resolve pursuant to Clause 5.3.1(a)(iv) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that another Electric Vehicle (EV) car park be established next to the existing EV park in the Northern Carpark as shown in section 4.7 of this report.
- O) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, revoke two parking spaces outside of Caltex Petrol Station on Omaha road, located 130 metres west of Wilson road and extending 12 metres.
- P) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that the P5 time limited signs on the northern side of Orchard Road be changed from 8-30 – 9-30am to 8am – 9am.
- Q) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that a P5 Loading Zone be established on the northern side of Queen Street East commencing 48 metres east from the intersecting line with Russell Street North and extending 12 metres east.
- R) That Council resolve pursuant to Clause 5.3.1(a)(i) of Chapter 5 (Parking and Traffic) of the Hastings District Council Consolidated Bylaw 2016, that all vehicles are restricted from parking in the Warren Street South Leased Carpark from the hours of 5.30pm to 7.30am Monday to Friday, and at all time on weekends.

### 3.0 Background – *Te Horopaki*

- 3.1 From time to time it is necessary to introduce parking controls and or amend those that are already in place.
- 3.2 In order that the changes are legally established and enforceable, a formal resolution by Council is required.
- 3.3 The following information provides the background and current situation relevant to the changes being proposed.

## 4.0 Discussion – *Te Matapakitanga*

### 4.1 Cunningham Crescent – Bus stop

Kainga Ora are developing a residential property behind numbers 1112 and 1218 Cunningham Crescent, for this project to succeed the existing bus stops need to be moved as the proposed vehicle entrance is in the middle of the bus stop. The proposal is to remove both bus stops and install a new bus stop near Bill Matthewson Park.

Initially residents were consulted on the original proposed site at 1116 Cunningham Crescent, but they refused to have the bus stop located outside their properties. An alternative site was found in Cunningham Crescent where this would not affect households.



#### 4.2 Frederick Street West - Mahora School – Drop off and Pick up area

Mahora School approached Hastings District Council to investigate installing Drop off and Pick up only areas.

Presently the school have no time limited parking and have trialled drop off and pick up signs with really good success.

Although limited consultation was carried out as this is only able to be done at certain times during the school week, parents have been very receptive to the parking and is working well.

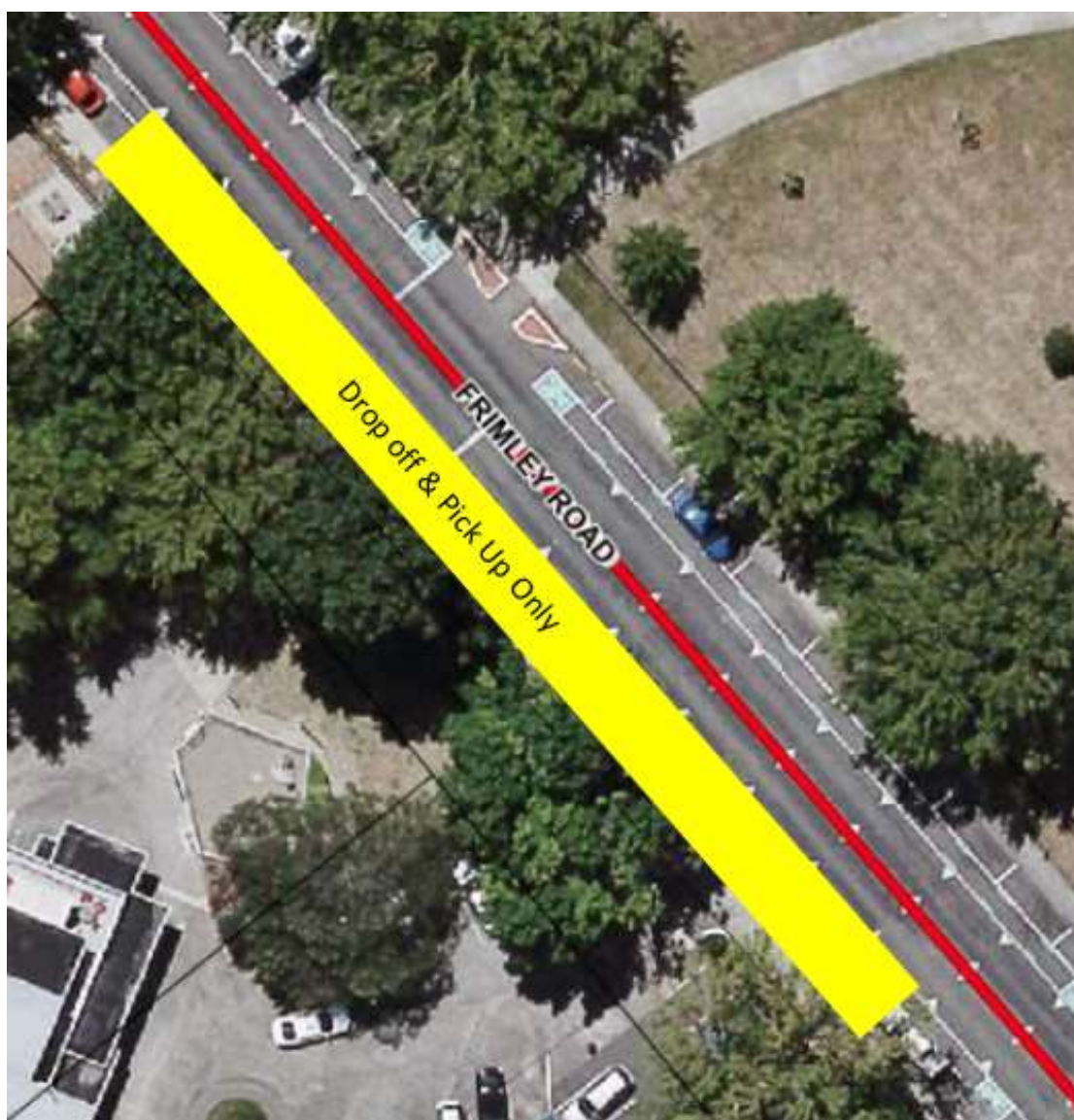


#### 4.3 Frimley Road - Frimley School – Drop off and Pick up area

Frimley School approached Hastings District Council to investigate installing Drop off and Pick up only areas.

Presently the school have P5 parking spaces, but people are staying in these longer than the allocated time. In response the school has placed their own sign boards out on the footpath encouraging parents to drop off and move on.

Although limited consultation was carried out as this is only able to be done at certain times during the school week, parents have been very receptive to the parking and is working well.



#### 4.4 Hastings CBD – Loading Zone Sign Changes

Hastings CBD has various types of loading zones which can and has led to confusion when non-commercial vehicles are dropping off goods. This has resulted in residents getting ticketed.

Having one type of Loading Zone across the CBD will result in less confusion, allow non-commercial vehicles to use loading zones, especially when unloading goods outside of charity shops.

Currently there are 6 Loading Zone 5min Maximum Goods Vehicles Only areas in the CBD.

Hastings District Council Parking Wardens brought to light the issue of the confusing Loading Zone Signs and are in favour of having a consistent approach to the loading zones across the CBD.

#### 4.5 Hastings Street South – Bus stop

Hastings Intermediate School approached Hastings District Council to install a school bus stop outside of the school. This will allow for the safe pick up of students.

The bus stop will have a time limit on School Days Only - 8:00am -8:20am and 2:50pm - 3:15pm.

Limited consultation was carried out, as the proposed area is outside the school and affects no households.

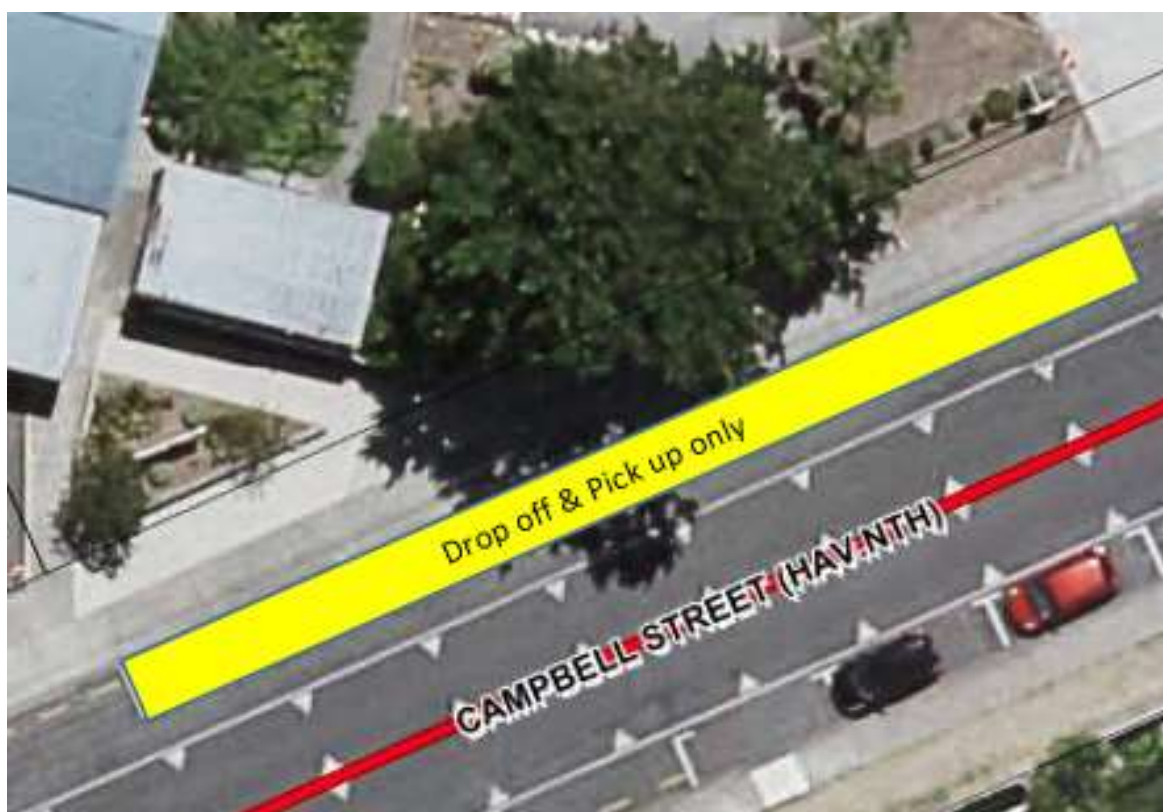


#### 4.6 Havelock North Primary School – Drop off and Pick up area

Havelock North School approached Hastings District Council to investigate installing Drop off and Pick up only areas.

Presently the school have P5 parking spaces, but people are staying in these longer than the allocated time. In response the school has placed their own sign boards out on the footpath encouraging parents to drop off and move on.

Although limited consultation was carried out as this is only able to be done at certain times during the school week, parents have been very receptive to the parking and is working well.



#### 4.7 Northern Carpark – Electric Vehicle Park

Electric Vehicle owners approached Hastings District Council to provide an extra EV park, at present there is only one park.

The EV machine allows for up to two vehicles to charge at once. There have been more and more instances of EV vehicles waiting to charge while another is charging.

EV usage has grown and is expected to grow over the next few years.

This request came from the EV users in the CBD. Parking officers agree with this proposed change.



#### 4.8 Omaha Road – Carpark Removal

Officers were requested to investigate the removal of two carpark due to safety concerns.

When trucks park in the carpark they block the view of vehicles exiting the petrol station, removing 2 carpark nearest to the exit will improve visibility when exiting the petrol station.

Hastings District Council Traffic Engineering Officer was consulted on the accidents in the last 10 years in the area and agreed about the safety concerns raise.

In consultation with the Caltex owners there was agreement to remove 2 carpark closet to the main exit to improve visibility.



#### 4.9 Orchard Road – P5 Restrictions

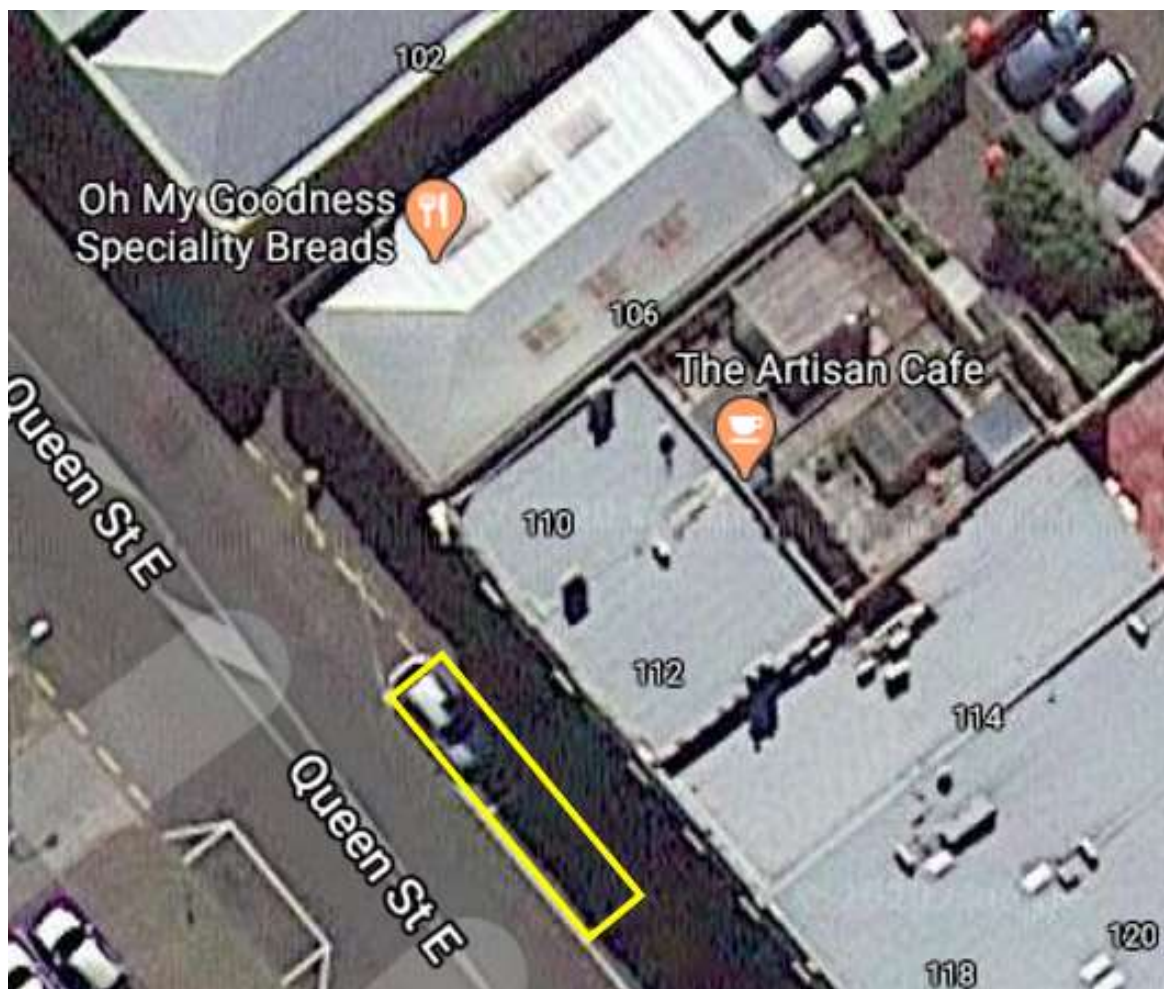
The School drop off zone signs on the northern side of Orchard Road, opposite Heretaunga Intermediate does not match the sign on the southern side and need to be changed for consistency.

This was previously consulted on however the signage does not match the original proposal.

#### 4.10 Queen Street East – P5 Loading Zone

OM Bakery have approached Hastings District Council to install a loading zone in the area as they have delivery trucks that are parking on the no stopping lines which is causing visibility issues for traffic.

Businesses in the immediate area were consulted and agreed on the proposed changes and welcome the idea of a P5 loading zone in the area. Parking Officers agree with the proposed change.



#### 4.11 Warren Street South – Leased Carpark Time Restriction

Council resolved earlier this year to transform the Warren Street carpark into a multi-use space – leased carpark by day, and outdoor dining and event space after hours and weekends. There will be 13 carparking spaces in the new carpark: 7 on the northern side and 6 on the southern side. Gin Distillery and Common Room have agreed to lease all 7 on the northern side.

To allow for this outdoor dining and event space to operate, parking will be restricted between 5.30pm and 7.30am on weekdays and at all times on weekends.

During the hours of 7.30am to 5.30pm on weekdays the carpark will be available for leaseholders.

Consultation was undertaken with existing leaseholders and hospitality management and an agreement was made on a suitable arrangement.



## 5.0 Options – Ngā Kōwhiringa

Option One - Recommended Option - Te Kōwhiringa Tuatahi – Te Kōwhiringa Tūtohunga

5.1 To change the Parking Bylaws to allow the parking arrangements as outlined at the sites in section 4.

Option Two – Status Quo - Te Kōwhiringa Tuarua – Te Āhuatanga o nāiane

5.2 To continue current arrangements.

## 6.0 Next steps – Te Anga Whakamua

If the changes are approved, changes will occur to the parking as set out above.

### Attachments:

There are no attachments for this report.

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## Summary of Considerations - He Whakarāpopoto Whakaarohanga

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### Fit with purpose of Local Government - E noho hāngai pū ai ki te Rangatōpū-ā-Rohe

The Council is required to give effect to the purpose of local government as set out in section 10 of the Local Government Act 2002. That purpose is to enable democratic local decision-making and action by (and on behalf of) communities, and to promote the social, economic, environmental, and cultural wellbeing of communities in the present and for the future.

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### Link to the Council's Community Outcomes – Ngā Hononga ki Ngā Putanga ā-Hapori

- Reducing public nuisance and threats to public health and safety
- Moving people and goods around safely and efficiently

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### Māori Impact Statement - Te Tauākī Kaupapa Māori

N/A

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### Sustainability - Te Toitūtanga

N/A

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### Financial considerations - Ngā Whakaarohanga Ahumoni

N/A

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### Significance and Engagement - Te Hiranga me te Tūhonotanga

This decision does not trigger the threshold of the Significance and Engagement Policy.

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### Consultation – internal and/or external - Whakawhiti Whakaaro-ā-roto / ā-waho

Details of the consultation for each proposal is included in the discussion.

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**Risks: Legal** - *Ngā Tūraru: Ngā Ture*

N/A

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**Rural Community Board** – *Te Poari Tuawhenua-ā-Hapori*

N/A

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Thursday, 3 September 2020

Item 12

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

## *Te Rārangi Take*

# Report to Council

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**Nā:** Dr James Graham, Pou Ahurea Matua - Principal Advisor:  
**From:** Relationships Responsiveness and Heritage

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**Te Take:** Summary of Recommendations from Heretaunga Takoto Noa  
**Subject:** Māori Standing Committee 5 August 2020

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### **1.0 Executive Summary – *Te Kaupapa Me Te Whakarāpopototanga***

- 1.1 The purpose of this report is to advise Council that one of the recommendations from the Heretaunga Takoto Noa Māori Standing Committee held on 05 August 2020 requires ratification by Council.
- 1.2 The relevant Heretaunga Takoto Noa Māori Standing Committee recommendation to be ratified is set out below.

### **2.0 Recommendations – *Ngā Tūtohunga***

- A) That the report of the Pou Ahurea Matua - Principal Advisor: Relationships Responsiveness and Heritage titled "Summary of Recommendations from Heretaunga Takoto Noa Māori Standing Committee 5 August 2020" be received.
- B) The following recommendation of the meeting held 5 August 2020 be ratified:
  - That the Council ratify the Heretaunga Ararau Te Reo Māori Action Plan for adoption and implementation.

### **3.0 Background – *Te Horopaki***

- 3.1 On 11 September 2019, the Hastings District Council Heretaunga Ararau - Te Reo Māori Policy was officially launched in Council Chambers by Her Worship the Mayor Sandra Hazlehurst and our Council Kaumātua, Jerry Hapuku, with a number of staff and Councillors present. The policy was the first step in a two stage process of officially recognising te reo Māori at Hastings District Council, the second

step, and that would follow at that time was the Hastings District Council Heretaunga Ararau - Te Reo Māori Action Plan.

Leading up to September 2019, the Pou Ahurea team consulted with Te Taura Whiri i Te Reo Māori (Māori Language Commission), Wellington City Council, Wairoa District Council, Te Kura Whakarauora, Ngāti Kahungunu Iwi Incorporated, and nationally recognised te reo Māori experts on the potential content, design, reo accuracy and format of a te reo Māori policy for Hastings District Council. Since September 2019 and up to this juncture, the Hastings District Council Heretaunga Ararau Te Reo Māori Action Plan has been further developed and refined to reflect the policy's intent and to support the policy's implementation across the Hastings District Council moving forward.

- 3.2 The Te Ture mō Te Reo Māori 2016 (Māori Language Act 2016) reaffirms the status of te reo Māori as an official language of Aotearoa New Zealand. This has particular implications for Government departments, Crown agencies and Crown entities. The Hastings District Council for instance, acknowledges the importance and significance of te reo Māori. In recognition of the status of te reo Māori as a taonga (treasure) protected under the Treaty of Waitangi, and within the spirit of the Te Ture mō Te Reo Māori 2016, Hastings District Council Heretaunga Ararau Te Reo Māori Policy endorses the right of staff and Councillors to use te reo Māori.
- 3.3 The purpose of *Heretaunga Ararau* (both the policy and action plan) is to recognise the status of te reo Māori as a taonga of whānau, hapū, iwi and Māori, and to create a framework to direct and guide the actions of the Hastings District Council. In doing so, the Hastings District Council will have increased capacity and capability to celebrate te reo Māori and support the revitalisation of the language within Council activities and across Hastings city, and the wider Hastings district and thereby:
- Contribute to the revitalisation of the Māori language alongside the work and aspirations of other entities including Ngāti Kahungunu Iwi Incorporated and its te reo Māori strategy – *Kahungunu, kia eke!*;
  - Enhance our effectiveness to engage and interact with tangata whenua customers, clients and stakeholders;
  - Strengthen our identity as a New Zealand organisation anchored to place, to the region and to this country;
  - Increase our organisational wellness by growing a confident and capable workforce; and,
  - Meet other organisational priorities that are enhanced by the use of the Māori language such as Crown-Iwi relations, diversity and inclusion, and cultural responsiveness.
- 3.4 As a territorial local authority the scope of functions is broad and complex as detailed in the Council's Long Term Plan (LTP). In its planning and delivery of services, the Hastings District Council recognises the importance of partnership with tangata whenua and responsibilities detailed within the Local Government Act 2002. *Heretaunga Ararau* (policy and action plan) will enable the Hastings District Council to meet its strategic goals and objectives as set out in:
- The Long Term Plan 2018 – 2028, *Planning For Our Future*;
  - Local Infrastructure, which contributes to public health and safety, supports growth, connects communities, activates communities and helps to protect the natural environment;

- Local Public Services, which help meet the needs of young and old, people in need, visitors and locals, businesses and households; and,
- Regulatory functions, which help to prevent harm and help create a safe and healthy environment for people, which promote the best use of natural resources and which are responsive to community needs.

## 4.0 Discussion – *Te Matapakitanga*

### 4.1 Heretaunga-haukū-nui, Heretaunga-ara-rau, Heretaunga-hāro-o-te-kāhu, Heretaunga-raorao-haumako, Heretaunga-ringahora, Heretaunga takoto noa.

‘Ararau’ is a metaphorical representation of the district’s diversity, identity, innovation, and is an acknowledgement of place. Ararau is also symbolic in that it forms one part of the iconic whakatauhā (proverb) that identifies and represents the Hastings district presented above. *Heretaunga Ararau* is the cultural construct that represents both the Te Reo Māori Policy and the Te Reo Māori Action Plan at Hastings District Council. Consequently, *Heretaunga Ararau* brings together all of the different paths of local government here in the Hastings District including Corporate Finance, Planning and Regulatory, People and Capability, Community Wellbeing and Services, Major Capital Projects, Asset Management, Strategy and Development, Marketing and Communication, and the Office of the Chief Executive to celebrate, elevate and champion te reo Māori.

#### **Heretaunga-haukū-nui: Heretaunga of the life-giving dew and waters**

Heretaunga-haukū-nui describes the thick fog that hovers over Heretaunga and the heavy dews that envelop the land. This fog is a symbol of warm land, life enriching waters and a veritable breeding ground of fish, fowl, livestock, produce and fruit to support a huge and diverse community including communities across the nation, indeed globally. An interpretation of this line refers to the lifeblood from the awa (rivers), manga (streams), reporepo (swamps), roto (lakes) and the muriwai hou (aquifers), including the haukūnui (heavy mists); the lifeblood that sustains the Heretaunga and the Hastings district’s fertility and what the region’s renowned for across Aotearoa New Zealand.

#### **Heretaunga-ara-rau: Heretaunga of converging pathways**

Heretaunga-ara-rau is a saying about the myriad of pathways both on land and by water that all converge on Heretaunga due to the fertile oasis that Heretaunga was and remains today. Ararau also speaks of diversity, discourse, innovation, collision and a collusion of ideas, identity, and interpretations. These descriptors all refer to the productivity from the notion of ‘ararau’, which lends itself to great diversity and ultimately sustenance and production from the ‘ararau’ of Heretaunga.

#### **Heretaunga-hāro-o-te-kāhu: Heretaunga from the eye of the hawk**

Heretaunga-hāro-o-te-kāhu refers to the amazing beauty of the land and waterways, as seen by the sharp eye of the hawk in full flight. Today we have the luxury of drones, aircraft and other means to view the magnificent vista and landscape that is our home, Heretaunga. Features of this landscape too are recognised and acknowledged for their beauty today as reflected by recognised land categories such as, ‘outstanding natural landscapes’ and or ‘outstanding natural landscape features’.

#### **Heretaunga-raorao-haumako: Heretaunga of the fertile plains**

Heretaunga-raorao-haumako pays homage to the lowlands or plains that are rich and fertile lands, and that produce the vast range of horticultural and viticultural produce and fruits as well as the agricultural livestock that the lands nurture and grow. Papatūānuku (Earth mother) is the whenua

(land) that nurtures and lends to the fertility of Heretaunga that together with the haukūnui, sustains life, both locally and globally through the quality export products that the land produces.

#### **Heretaunga-ringahora: Heretaunga of its hospitality and open arms**

Heretaunga-ringahora refers to the hospitality and or the manaakitanga (kindness) that the district is renowned for and has been known for since time immemorial. Ringahora is a metaphorical representation that symbolises manaaki with open hands and an acknowledgement of the welcome extended by tangata whenua (local people) to settlers and visitors to Heretaunga at the start of the 19<sup>th</sup> century, where this legacy continues today not only from tangata whenua but from the wider established and diverse communities that comprise Heretaunga today.

#### **Heretaunga takoto noa: Heretaunga of the departed chiefs**

Heretaunga takoto noa is in reference to Heretaunga and its many departed chiefs. That is, people come and go but the land endures, and so strong leadership is necessary to ensure that the land is safe and well for generations to come. Heretaunga heritage sets the scene for greater leadership over the challenges ahead. The plains and wetlands were traditionally the common domain for all hapū although specific areas were the preserve of specific hapū or rangatira. Today, Heretaunga, the Hastings district is the home for 81 000 people, where everyone has a role to play in being custodians of Heretaunga for future generations to come. Governance, management and leadership that aspires to handing the land over in good condition to the ensuing generation will continue the legacy set as this whakatauākī alludes to and indeed celebrates.

### **4.2 Tangata Whenua**

Tangata Whenua have cultural, spiritual, historical and traditional association with, and customary rights to the land and resources of Heretaunga, the Hastings district. The district has an extensive history of ancestral settlement, particularly in the former wetlands, waterways and coastal areas where food resources were abundant and extensive cultivations flourished. In pre-European times the people of Heretaunga and their predecessors were renowned for the abundance of their food gathering and cultivations. These aspects remain specific to the identity of Heretaunga, the Hastings district today and especially to the nature of its cultural heritage, landscapes, history and sense of community.

Land, humanity and the supernatural were and remain co-dependent entities in te ao Māori (Māori world) as well as specifically among local Heretaunga Māori traditions too; they co-exist and do so by a sequenced network of relationships (whakapapa) linking each entity, and that are maintained and strengthened by similar yet distinct cultural narratives and traditions of Heretaunga. Despite this cultural diversity amongst the tangata whenua of Heretaunga, Māori have a unique spiritual relationship with 'place' and with Heretaunga that underpins a commonly shared belief; an impression of unity and harmony with land and the environment; as tangata whenua.

### **4.3 Ngāti Kahungunu**

Approximately 25% of the 81 000 population of Hastings district identifies as Māori with the majority belonging to the Ngāti Kahungunu iwi (tribe). Ngāti Kahungunu are the 3<sup>rd</sup> largest iwi by population and account for 10% of the entire Māori population; only Ngāpuhi (1<sup>st</sup>) and Ngāti Porou (2<sup>nd</sup>) are larger. Ngāti Kahungunu Iwi Incorporated is a mandated iwi organisation with the authority to represent the people of Ngāti Kahungunu, and is the governing body for all aspects of iwi development. The Ngāti Kahungunu Māori Language Strategy 2013 - 2027 'Kahungunu, Kia Eke' states that:

*By the year 2027, the Māori language, along with its Ngāti Kahungunu distinctions, will be a principal language of communication for Ngāti Kahungunu in all events and places.*

- *People will be confident to use quality language within their communities;*
- *Ngāti Kahungunu will suitably safeguard its knowledge regarding the language; and,*
- *There will be a wide range of resources to support Ngāti Kahungunu descendants learning the language.*

#### 4.4 **Te Tiriti o Waitangi, Māori Language Act 1987, Te Taura Whiri i te Reo Māori**

The Treaty of Waitangi (1840) paved the foundations of biculturalism for Aotearoa New Zealand including bilingualism and the bicultural relationships as espoused through the guiding principles of partnership, participation and protection that have evolved from the Treaty texts since the 1980s. In order to recognise and respect the Crown's responsibility to take appropriate account of the principles of the Treaty of Waitangi, and to maintain and improve opportunities for te reo Māori to take its rightful place, the Māori Language Act 1987/ Te Taura Whiri i te Reo Māori was passed by Parliament, and it gave official language status to te reo Māori, and gave speakers a right to use it in legal settings such as in courts. The Act also established the Māori Language Commission, to promote te reo Māori and provide advice on it, and in due course, expanded the range of legal settings in which te reo Māori could be used, to include bodies such as Tenancy Tribunals and any Commission of Inquiry. Ngāti Kahungunu currently have two of five commissioners to Te Taura Whiri i te Reo Māori. One is Hastings District Councillor Bayden Barber, and the other local representative is Jeremy Tātere Macleod, Director Te Reo, Tikanga and Mātauranga at Ngāti Kahungunu Iwi Incorporated.

The Māori Language Act 2016, in addition to continuing the roles set out in the original 1987 Act, created a new statutory body called Te Mātāwai. Te Mātāwai is government funded and works under a purchase agreement with the Minister for Māori Development. Te Mātāwai represents and leads revitalisation among Māori, iwi and communities. It issues a strategy called *Te Maihi Māori* which complements the Crown strategy *Te Maihi Karauna*. A 'maihi' is one of the two barge boards in the front of a carved whare. The symbolism in the Act is of *Te Whare o Te Reo Mauriora*, a concept developed to represent an on-going partnership between the Crown and Māori for revitalisation of te reo Māori. Te Mātāwai also recommends appointments to the Minister for other Māori language bodies. A key part of the *Maihi Māori* Strategy is about language planning and the target that all public service departments will have language plans in place by 2021.

#### 4.5 **Te Kura Nui - Māori Relationships Framework**

The Hastings District Council Māori Relationships Framework, named Te Kura Nui after '*Pinepine te kura*', highlights the 'kura' as a localised cultural construct and one that is normalised through a Heretaunga 'gaze'. In this way, the 'kura' is reflected upon and framed in order that it is viewed as a vessel that houses a Heretaunga philosophy; a Heretaunga way of knowing, of being and of doing. It is this philosophy that has manifest as a framework that aims to strengthen cultural responsiveness here at the Hastings District Council. Te Kura Nui is the organisational cultural framework that aims to capture the needs and aspirations that represent Heretaunga, as well as the organisation's aspirations to celebrate culture and recognise the history and narratives that are vital components of a dynamic, caring and culturally connected territorial authority.

Te Kura Nui recognises the Treaty of Waitangi as the founding document of our nation and the Council's statutory obligations to tangata whenua. Importantly this framework articulates the Council's role in enabling opportunities for tangata whenua to flourish and participate in a thriving community. Te Kura Nui is a tool:

- To support Council to fulfil its responsibilities and obligations to tangata whenua and to the Treaty of Waitangi;

- To support Council to take appropriate account of the principles of the Treaty of Waitangi;
- To improve and maintain opportunities for tangata whenua to contribute to local government decision-making processes; and,
- To enable the assessment of Council performance where the underlying objective is to integrate in a mutually appropriate way, Māori responsiveness, into the organisation's culture, and practices.

#### 4.6 Implications for Council

There are a number of Councils who have Te Reo Māori policies, action plans, and or priority actions embedded within broader cultural strategies. The following examples demonstrate what is happening across other Councils here in Aotearoa New Zealand:

##### **Wellington City Council**

- Te Tauihu - Te Reo Māori Action Plan

The purpose of Te Tauihu is to recognise the status of te reo Māori as a taonga of iwi Māori and to create a framework to help guide the actions of the Council – to celebrate te reo Māori and support the revitalisation of the language within Wellington City. The Council has long supported the use of te reo, this is not a completely new way of working. This action plan is designed to take our relationship with te reo to another level and to deliver te reo transformation in our capital city. Our intention with this action plan is to drive change and influence participation and collaboration across communities and in workplaces throughout the city.

##### **Auckland Council**

- Toi Whitiki - Arts and Culture Strategic Action Plan

Promote the visual and spoken use of te reo Māori as a core component of Auckland's unique Māori culture. For example, promoting functional signage in te reo, across the council, and creating user-friendly ways to access Māori language and experiences – web, guide books and signage.

##### **Waikato Regional Council**

- He Ritenga Mahitahi - Māori Engagement Framework

Te reo Māori is an essential part of mātauranga Māori and te ao Māori. It provides an unbroken link to the mātauranga first brought to Aotearoa by Polynesian ancestors. It is often critical to understanding and working in te ao Māori. The requirement for te reo Māori to be a part of council/iwi Māori partnerships will continue to grow. Two of the council's iwi partners are implementing goals for the restoration of the Māori language. The Raukawa vision is that te reo Māori will become the first language within their rohe by 2170. The Waikato-Tainui vision is that 80 per cent of their people will be fluent in te reo by 2050.

##### **Wairoa District Council**

- Te Kaupapa Here mō Te Reo Māori ki Te Kaunihera o Te Wairoa - Te Reo Māori Policy

The Wairoa District Council is committed to recognising and promoting te reo Māori as the Indigenous language of Aotearoa and as a taonga of iwi and Māori and encouraging its use in communications, hui and day to day operations of the organisation.

### Christchurch City Council

- Our heritage, Our Taonga - Heritage Strategy 2019 - 2029

Mahinga - Actions: The Council, in partnership with the six papatipu rūnanga and together with its communities, will seek to include Ngāi Tahu taonga throughout the narrative for storytelling in the district and provide a variety of opportunities for communities to connect with Ngāi Tahu and Māori heritage by:

- Increasing the use of Te Reo Māori in the Council's heritage communications, and providing opportunities for Council staff to access training related to Ngāi Tahu heritage including tikanga, Te Reo and Te Ao Māori.

### Gisborne District Council

- Tairāwhiti Piritahi - Fostering Māori Participation in Council Decision-Making

An empowered organisation that values Te Ao Māori (the Māori world) by:

- Acknowledging Māori values such as kaitiakitanga, tikanga, mana whenua, rangatiratanga, mātauranga Māori and their role in solutions for our issues. We will do this by supporting staff to build cultural knowledge about Māori through providing training opportunities such as Te Reo Māori me ōna tikanga (basic and advanced courses) and networking and capability building opportunities to work with our Māori communities.
- Developing and implementing Bicultural Service Targets for the organisation i.e. a % of fluent staff, implement the te reo me ōna tikanga policy, provide specific training.

## 5.0 Options – Ngā Kōwhiringa

Option One - Recommended Option - Te Kōwhiringa Tuatahi – Te Kōwhiringa Tūtohunga

- 5.1 That Council adopt the Heretaunga Ararau Te Reo Māori Action Plan and endorse the Pou Ahurea to implement and progress its actions in accordance with the plan's details.

Advantages

- Extrinsic advantages include the fulfilment of statutory and Te Tiriti o Waitangi obligations; intrinsic advantages include that individuals across the organisation as well as the whole of the Hastings district will increase their knowledge and learnings of te reo Māori contributing not only to the personal good but the greater good of the community.

Disadvantages

- None.

Option Two – Status Quo - Te Kōwhiringa Tuarua – Te Āhuatanga o nāianei

- 5.2 The status quo prevails and the Heretaunga Ararau Te Reo Māori Action Plan remains in draft form.

Advantages

- None.

Disadvantages

- We lose time and much progress made as a territorial authority and in doing so, we'll fall further behind our counterparts who are already leading the way with regard to their respective te reo Māori policies, strategies and or action plans.

## 6.0 Next steps – *Te Anga Whakamua*

6.1 To pursue the direction set by Council.

### Attachments:

1⇒	DRAFT HDC_Heretaunga_Ararau_ActionPlan	STR-1-7-20-931	Under Separate Cover
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## Summary of Considerations - *He Whakarāpopoto Whakaarohanga*

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### Fit with purpose of Local Government - *E noho hāngai pū ai ki te Rangatōpū-ā-Rohe*

The Council is required to give effect to the purpose of local government as set out in section 10 of the Local Government Act 2002. That purpose is to enable democratic local decision-making and action by (and on behalf of) communities, and to promote the social, economic, environmental, and cultural wellbeing of communities in the present and for the future.

### Link to the Council's Community Outcomes – *Ngā Hononga ki Ngā Putanga ā-Hapori*

This proposal promotes the social and cultural wellbeing of communities in the present and for the future.

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### Māori Impact Statement - *Te Tauākī Kaupapa Māori*

The action plan will have a significant impact on kaupapa Māori and Māori issues moving forward here at Council and will support the local iwi Ngāti Kahungunu and its te reo Māori strategy - Kahungunu kia eke. In Ngāti Kahungunu and indeed, here in Heretaunga, we have two Commissioners to the Te Taura Whiri i te Reo Māori, the national Board responsible for te reo Māori across the country, Jeremy Tātere MacLeod and Councillor, Bayden Barber. Hastings District Council sits in the heart of Ngāti Kahungunu and has the greatest Māori demographic across the iwi.

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### Sustainability - *Te Toitūtanga*

The Heretaunga Ararau Te Reo Māori Policy and the Heretaunga Ararau Te Reo Māori Action Plan will ensure and strengthen Council's contribution to the sustainability of te reo Māori here in the Hastings district and this part of the Ngāti Kahungunu region.

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### Financial considerations - *Ngā Whakaarohanga Ahumoni*

There are 2021 - 2031 Long Term Plan implications with other costings coming within the Pou Ahurea operational budget.

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### Significance and Engagement - *Te Hiranga me te Tūhonotanga*

See all of the above narrative.

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**Consultation – internal and/or external - *Whakawhiti Whakaaro-ā-roto / ā-waho***

Pou Ahurea have consulted externally with respect to the development of the Council's Heretaunga Ararau Te Reo Māori Policy and engaged staff of the organisation across the last two and half years.

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**Risks**

REWARD – <i>Te Utu</i>	RISK – <i>Te Tūraru</i>
<i>Heretaunga Ararau</i> recognises the status of te reo Māori as a taonga of whānau, hapū, iwi and Māori. Through <i>Heretaunga Ararau</i> the Hastings District Council will celebrate te reo Māori and support the revitalisation of the language within Council activities and across Hastings city, and the wider Hastings district.	If the <i>Heretaunga Ararau</i> Te Reo Māori Action Plan is not adopted by Hastings District Council, then Council's credibility becomes a key talking point. That is, Council acknowledges the importance and significance of te reo Māori in its Policy and if it does not adopt the Action Plan, then Council's credibility becomes questionable.

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**Rural Community Board – *Te Poari Tuawhenua-ā-Hāpori***

N/A.

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Thursday, 3 September 2020

*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

Item 13

## *Te Rārangi Take*

# Report to Council

*Nā:*  
**From: Bruce Allan, Group Manager: Corporate**

*Te Take:*  
**Subject: Summary of Recommendations from the Risk and Assurance Committee meeting held on 27 July 2020**

### **1.0 Summary**

- 1.1 The purpose of this report is to advise that the recommendations from the Risk and Assurance Committee held on 27 July 2020 require ratification by Council.
- 1.2 The relevant Risk and Assurance Committee recommendations to be ratified are set out below.

### **2.0 Recommendation— Ngā Tūtohunga**

- A) That the report of the Group Manager: Corporate titled “Summary of Recommendations from the Risk and Assurance Committee meeting held on 27 July 2020” be received.
- B) The following recommendations of the Risk and Assurance Committee meeting held 27 July 2020 be ratified:

#### ***“5. Health and Safety Risk Management Update Report”***

- B) *That the Council endorse the updated Health and Safety Policy (Policy document HR-03-02-2-20-40).*
- C) *That the Council postpone the external ISO 45001:2018 Gap Analysis Assessment for 12 months.*
- D) *That the Council support an internal assessment against the ISO 45001:2018 Gap Analysis being undertaken by the Health & Safety Manager and that regular progress reports be brought back to the Risk and Assurance Committee as sections of the internal assessment are completed.”*

## Attachments:

1 

HDC Health and Safety Policy - Approved Text -  
2020

HR-03-02-2-20-40

Item 13

## HEALTH AND SAFETY POLICY

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Hastings District Council is committed to keeping our workers (employees, volunteers and contractors) and our community safe through living a strong, positive Health and Safety culture.

We believe that we all have responsibility for Health and Safety in our Workplace and in our Community.

We expect our Staff to respect and serve the Hastings Community by taking pride in demonstrating good health and safety practices.

**To demonstrate our organisation's commitment to Health and Safety, we will:**

- Build and maintain a workplace environment and culture that supports good health and wellbeing.
- Take a proactive approach to managing Health and Safety risk by actively identifying hazards and unsafe behaviour within our workplaces, and take steps to reduce the risks to an acceptable level.
- Increase awareness, participation and learning through active communication consultation, training and collaboration with our workers with regard to Health, Safety and Wellbeing matters.
- Comply with all relevant legislation, regulations, and codes of practice and industry standards.
- Maintain and continuously improve our Health and Safety management system.
- Set targets for improvement and measure, appraise and report on our Health and Safety performance.
- Accurately report and learn from our incidents (including near misses).
- Support the safe and early return to work of injured employees.
- Ensure that we design, construct, operate and maintain our assets so that they safeguard the community.
- Require our contractors to demonstrate a strong Health and Safety culture within their organisations.

**As Chief Executive and Mayor, we maintain ultimate accountability for our organisation and we shall ensure that Health and Safety is central to what we do in delivering our services to our Community.**

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**Sandra Hazlehurst**

**Mayor**

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**Nigel Bickle**

**Chief Executive**

**Date:** 5 August 2020



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Thursday, 3 September 2020

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*Te Hui o Te Kaunihera ā-Rohe o Heretaunga*  
**Hastings District Council: Council Meeting**

Item 14

## *Te Rārangi Take*

# Report to Council

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*Nā:*  
**From: Jackie Evans, Manager: Democracy and Governance**

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*Te Take:*  
**Subject: 2020 Meeting Schedule Changes**

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### **1.0 PURPOSE AND SUMMARY - TE KAUPAPA ME TE WHAKARĀPOPOTOTANGA**

- 1.1 The purpose of this report is to consider amendments to the schedule of Council and Committee Meetings for the 2020 Meeting Calendar which was adopted by Council on 10 December 2019.
- 1.2 This report recommends that the 2020 Meeting Schedule as amended below be adopted.
- 1.3 The Local Government Act 2002, Schedule 7, Clause 19 states:

*"A local authority must hold meetings at the times and places that it appoints".*

*If a local authority adopts a schedule of meetings-*

- a) *The schedule-*
- i) *may cover any future period that the local authority considers appropriate, and*
- ii) *may be amended*

*Although a local authority must hold the ordinary meetings appointed, it is competent for the authority at a meeting to amend the schedule of dates, times and number of meetings to enable the business of the Council to be managed in an effective way.*

- 1.4 The meeting schedule has been amended as follows:
- 17 September 2020 – Operations and Monitoring Committee at 1.00 pm
  - 4 November 2020 (from 11 November) Heretaunga Takoto Noa: Maori Standing Committee at 1.00 pm
  - 4 November 2020 (from 11 November) District Planning and Bylaws Subcommittee at 10.00 am
  - 1 December 2020 – Council (Gambling Policy – Hearing of Submissions) at

**2.0 RECOMMENDATIONS - NGĀ TŪTOHUNGA**

- A) That the Council/Committee receives the report titled 2020 Meeting Schedule Changes and notes the changes outlined above.

**Attachments:**

There are no attachments for this report.