

### 3. HALSWELL PONY CLUB RELOCATION AND CLUBROOMS

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The purpose of this report is to seek approval for the Canterbury Agricultural and Pastoral Association (A&P) to sub-lease approximately 200 square metres of their existing leased area, on Canterbury Park to the Halswell Pony Club (HPC) to allow the club to relocate there from Halswell Domain, to enable them to construct a small clubroom facility and storage area. The report is also recommending that the Council allows the club to erect and maintain “jumps” in various locations around the park, under the sports ground allocation process managed by the Leisure Unit.

This report has been before the Riccarton/Wigram and Spreydon/Heathcote Community Boards for information and comment prior to being considered by the Parks Gardens and Waterways Committee, which has delegated authority to approve the application.

Both the Riccarton/Wigram and Spreydon/Heathcote Community Boards recommended that the Parks Gardens and Waterways Committee approve the application.

#### HALSWELL PONY CLUB HISTORY AND CURRENT MEMBERSHIP

The HPC has been operating for just over 50 years providing horse riding opportunities and tuition to many local children during this time. The HPC currently has around 35 junior members ranging from 4 to 20 years with a further 15 adult members who regularly ride on club days.

The HPC operates every second Sunday of the month all year round, except for the traditional school holiday period during December and January, although a number of their members meet informally during the recess period to ride together and take part in other social activities.

Apart from normal club days, each year the HPC hosts a one-day event which attracts around 250 riders from around the region. From time to time the HPC also has the opportunity on a rostered basis to host larger rallies such as the Springston Trophy. The HPC also plans to host the Collier Trophy this year, which is a cross-country teams event involving over 300 riders. The HPC has also had approaches from other clubs to co-host three other one day events utilising the new grounds and proposed club facilities

#### NEED FOR RELOCATION AND INCREASED RESIDENTIAL DEVELOPMENT

When the HPC first established on Halswell Domain, Halswell was essentially a small residential community surrounded by extensive areas of rural land in part of the former Paparua County Council's area. In those days many of the children grazed their ponies in the general area and rode their horses or ponies to the grounds on club days.

Over the years the residential development of the Halswell area has increased significantly. The more recent Aidenfield and “Halswell on the Park” subdivisions will see the Domain totally surrounded by residential development in the very near future with the rural character and environment no longer evident.

The HPC has acknowledged for some time that the character and use of the Domain has changed significantly over the years. The adjacent residential development, resulting in higher vehicle numbers on adjacent roads has had an impact upon the club, in that for a number of years all riders have been transporting their horses or ponies to the site on club days. Trying to operate the club on a confined site in the middle of what is now a residential area is impractical and not conducive to the long term future of the club.

In addition to these factors part of the club's current leased area is required for the construction of a stormwater retention basin. One of the conditions associated with the subdivisional consent for stage 2 of “Halswell on the Park” subdivision, requires the developer to construct retention basins within the club's existing leased area to reduce stormwater discharge peak flows.

Allowing developers of adjacent land to construct retention basins within existing reserves is not uncommon. There are good environmental outcomes from this, while these retention basins also offer additional recreational opportunities at the parks and reserves they are situated on. There is a significant extension to the Domain as a result of the residential subdivision through reserve contribution. Using part of the Domain for a retention basin has been taken into account in the overall calculation for reserve contribution associated with the subdivision.

## **EXISTING LEASE ON HALSWELL DOMAIN**

The HPC has operated from its current site on Halswell Domain since the late 1950s, although the club's formal lease of the site only dates back to 1987. The club's current lease covers approximately 4.2 hectares on the Domain and includes their clubroom facility. The current lease commenced on the 1 April 1987 for a period of 33 years and is not due to expire until 31 March 2020. However the lease has a right of renewal for a further 33 years which would take it out to 2053. The club will be required to surrender this lease when they are given approval to relocate to Canterbury Park.

They are currently talking with other sports groups who are interested in purchasing their existing concrete block building, which is not relocatable.

## **CANTERBURY PARK SITE**

The HPC has had an association with the Canterbury Park site for at least 15 years dating back to when the Council previously owned the site. They have used the site regularly during that period, for their cross-country events and larger club days including the period the area was in A&P ownership. They currently have around 15 permanent jumps erected in various locations around the site.

Shifting the entire club operation to the site is simply seen as a natural progression for the club to ensure its survival given the changing circumstances associated with Halswell Domain. The A&P has had a good relationship with the HPC over the years and welcomes the club's move to relocate to Canterbury Park.

The move has advantages for both A&P and the HPC in terms of jumps and event equipment. Currently there is some duplication with both parties operating and maintain their own sets of jumps and equipment. There will now be more opportunities to share equipment resulting in a better use of resources and ultimately a reduction in costs to both parties.

## **COUNCIL APPROVAL REQUIRED TO SUB-LEASE**

The proposed site for the HPC building is within the area currently leased to the A&P. The term of the leased area is for a period of 19 years 364 days from the 1 July 2001. The lease has a provision giving the A&P "Rights of Renewal" for further terms of 10 years following the expiry of the initial 20 year term.

The A&P has the right to sub-lease all or parts of their leased area under Clause 12.3 of their lease subject to prior approval from Council.

Clause 12.3 of the A&P lease with Council states:

*The lessee may assign the whole of this lease or sublet part of the land with the prior written consent of the lessor, which the lessor shall not unreasonably withhold, to a respectable, responsible, solvent and suitable assignee or sublessee ("Transferee").*

The A&P is currently in the process of drawing up a draft sub-lease agreement between the Association and the HPC in anticipation of Council's approval of the sub-lease. The Parks and Waterways Unit has indicated to the A&P that there are a number of standard conditions in a "typical" park lease agreement that the Council will want to ensure are reflected in the sub-lease agreement. The Parks and Waterways Unit will liaise with A&P to ensure that this occurs.

## **PROPOSED BUILDING SITE**

The proposal is for the HPC to construct a small clubroom and storage area attached to the southern end of the existing stables which is within the area currently leased to A&P. Apart from using the facilities on normal club days the clubroom will also be used for giving classroom tuition to their younger members about riding skills and animal handling.

The Parks and Waterways Unit, A&P and the HPC have had discussions about the proposal over recent months, all parties supporting the current proposal. The A&P also will have written into the HPC's agreement that they will have access to the facilities and equipment during the "show", which will be formally acknowledged in the lease agreement.

There is further potential for multi use of the facility with the club recently being approached by an outside organisation interested in using their facility mid week to undertake classroom based theoretical equestrian training.

#### **GROUND ALLOCATION WITH RIGHT TO CONSTRUCT AND MAINTAIN JUMPS**

The intention is to grant A&P permission to grant the HPC a sub-lease over the area occupied by their building and storage area. Permission to use the riding area will be granted by way of the council's sports ground allocation process, which is managed by the Leisure Unit, this being the same arrangement for most of the organised sports clubs using our parks. eg. soccer, rugby, cricket, etc. The club will also be granted permission to erect and maintain jumps in their allocated area, after consultation and approval of the Parks and Waterways Manager, or her designate, this being the same process used for the erection of goal posts on sports grounds. The HPC will be required to ensure that all permanently located jumps erected on the site are built to the standards required by the New Zealand Pony Clubs Federation, and have a structural engineers certificate. The reason for this is that the general public will have access to the area, when it is not being used by the HPC.

There are advantages to both the HPC and the Council in allowing the use of the area through a ground allocation. This allows the Council or public to use the area for other activities when it is not in use by the club which cannot occur as of right, if a lease was to be granted over the area. The arrangement also enables the Council to move the HPC's activities around the park from time to time to facilitate a major event or activity on the site. This will occur when the north-western part of the area is required for construction of the southern motorway, and or cemetery, another adjacent area being allocated to the Pony Club for their use.

The main advantage to the HPC is that they are absolved from any maintenance liability for the grounds apart from their building and permanent and temporary jumps. This has been a major issue for them over the years at Halswell Domain where the club's financial resources have been severely stretched at times trying to maintain the grass to an acceptable height. The Parks and Waterways Unit has assisted the club on occasions in the past by undertaking "one off" cuts of their leased area to get the area back to an acceptable and safe riding standard.

The proposed area that the HPC will use is currently maintained through grazing and this maintenance practice will not change in the short term. The HPC have no desire or requirement to graze any horses on the site. The use of the area by the HPC will not result in any additional costs to Council in terms of maintaining the area they will be using.

#### **SUB-LEASE, AND LICENCE AGREEMENT**

1. The Parks and Waterways Unit supports the current proposal and believes that A&P should be granted approval to sub-lease subject to section 601 of the Local Government Act 1974 approximately 200 square metres of their current leased area at Canterbury Park to the HPC subject to the following conditions.
  - (a) The term of the sub-lease is not to exceed or go beyond the term of the Canterbury Agricultural and Pastoral Associations lease period.
  - (b) The Parks and Waterways Manager and the Property Manager are to approve the terms and conditions of the sub-lease prior to the sub-lease being signed.
  - (c) The design, appearance and construction of the Halswell Pony Club building is to be approved by the Parks and Waterways Manager or her designate prior to construction commencing on the site.
  - (d) The Halswell Pony Club is to obtain all necessary Resource and Building consents before commencing building on the site.
  - (e) The Halswell Pony Club is to be responsible for any landscaping (if any) that is required by the Parks and Waterways Manager around the building at the club's cost.
  - (f) The sub-leased area is to be maintained in a safe and tidy condition at all times by the Halswell Pony Club.

- (g) The Halswell Pony Club is to show proof of having obtained \$1,000,000 public liability insurance (copy of policy) to the Parks and Waterways Policy and Leasing Administrator, which is to be kept current during the entire sub-lease period.
  - (h) The Halswell Pony Club is to liaise with the Parks and Waterways Unit's representative (Parks and Waterways Area Advocate, Sockburn) to ascertain site requirements prior to letting any tenders for the construction of the new facilities at Canterbury Park.
  - (i) The Halswell Pony Club, or successful contractor is to pay a \$2,000 bond to the Christchurch City Council via the Parks and Waterways Area Advocate – Sockburn, prior to obtaining access to the site(s) to construct the clubrooms. The bond less any expenses incurred by the Council will be refunded to the payee upon completion of the site work, which includes leaving the site clean and tidy.
  - (j) The Halswell Pony Club's sub-lease agreement is to include a clause which indemnifies the Council and the A and P Association and its servants from all claims or demands of any kind and from all liability in respect to any damage or injury occurring to any person or property as a result of their activities on the site.
  - (k) This approval is to lapse if the Halswell Pony Club has not relocated, and made substantial progress on the development of the site within two years of approval being granted.
2. That the Council approve the granting of a site use licence under section 601 of the Local Government Act 1974 to the Halswell Pony Club for the use of the area allocated to them through the Council's sports ground allocation process subject to the following conditions.
- (a) The Halswell Pony Club is not to erect any permanent jumps or structures on the site without prior consultation with and approval of the Parks and Waterways Manager, or her designate.
  - (b) All permanent jumps, or structures erected on the site are to be built according to the New Zealand Pony Federation's rules and regulations, and will required to have a building consent if applicable, or a structural engineer's certificate.
  - (c) The Halswell Pony Club may erect temporary jumps or structures (that do not require a Building Consent), on the site without the prior approval of the Parks and Waterways Manager as part of their normal club activities, providing the jumps and/or structures are set out just before, and removed at the end of the day or event, and the area is restored to its former condition.
  - (d) The Halswell Pony Club is to maintain all permanent or temporary jumps and structures in a safe and tidy condition at all times.
  - (e) The licence agreement is to include a requirement that the Halswell Pony Club indemnifies the Council and its servants from all claims or demands of any kind, and from all liability in respect to any damage or injury occurring to any person or property as a result of their activities on the site.
  - (f) The Halswell Pony Club is to show proof to the Parks and Waterways Policy and Leasing Administrator that the \$1,000,000 public liability insurance policy covers it for use of the public ground allocated area.
  - (g) The Council reserves the right to alter the ground area allocated to the Halswell Pony Club from time to time to recognise changes in recreational needs and use of the area.
  - (h) The Parks and Waterways Manager and Property Manager are to approve the terms and conditions of the site use licence prior to the licence being signed.
  - (i) No long term grazing of horses without a licence to graze.

## CONCLUSION

The HPC has acknowledged for a number of years that they have outgrown their existing site on Halswell Domain. The proposed site meets all the club's requirements and is supported by the Parks and Waterways Unit and A&P.

The Club believes that relocating to Canterbury Park is in the best interests of the club. The club's use of the site is in keeping with other equestrian activities that already take place on the site and does not compromise any potential development opportunities for the park.

The shift will allow Council to redevelop the club's present site at Halswell Domain. This will provide an opportunity to develop this part of the Domain with a more passive recreation focus as the Domain is almost entirely dominated by active sports at present. Developing this area with a more passive and informal character will provide additional recreational opportunities for local residents.

Accordingly, Council officers recommend that the Canterbury Agricultural and Pastoral Association's application to sub-lease approximately 200 square metres of their existing leased area on Canterbury Park to the Halswell Pony Club be approved subject to the conditions outlined in the report.

## SUSTAINABILITY ASSESSMENT

#	CONDITION:	Meets condition ✓✓-*	HOW IT HELPS MEET CONDITION:
<b>The Natural Step</b>			
N1	Reduce non-renewable resource use	✓✓	Promotes a recreational activity that does not use fossil fuels.
N2	Eliminate emission of harmful substances	✓✓	There are no emissions of harmful substances and promotes a natural form of transport
N3	Protect and restore biodiversity and ecosystems	✓✓	The relocation of the Pony Club will provide additional recreational opportunities on the park and increase the communities awareness and appreciation of our natural environment.
N4	People needs met fairly and efficiently	NA	NA - See People Step+Economic Step
<b>The People Step</b>			
P1	Basic needs met	✓✓	The facility will enhance recreation opportunities for local children and residents.
P2	Full potential developed	✓✓	Increased access to open space and riding facilities has the potential to enhance people's physical and mental health.
P3	Social capital enhanced	✓✓	The facility plays an active role in creating inclusive communities and provide opportunities for volunteer input.
P4	Culture and identity protected	✓✓	Promotes and enhances the operation of a long established local club.
P5	Governance and participatory democracy strengthened	N/A	
<b>The Economic Step</b>			
E1	Effective and efficient use of all resources	✓✓	Multi use facility will maximise the buildings use and provide opportunities for other user groups reducing the need for additional buildings.
E2	Job rich local economy	✓✓	Potential use of building for equestrian training supports local employment opportunities.
E3	Financial sustainability	✓✓	The relocation has no adverse impact on existing operational budgets.

- Recommendation:**
1. That the Council approve the Canterbury Agricultural and Pastoral Association's application to sublease, pursuant to clause 12 (3) of the Canterbury A & P Association lease, approximately 200 square metres of their existing leased area at Canterbury Park to the Halswell Pony Club, on which to build a clubroom and storage facilities, subject to the conditions 1(a) to 1(k) outlined in the report above.

2. That the Council approve the granting of a site use licence under section 601 of the Local Government Act 1974 to the Halswell Pony Club for the use of the area allocated to them through the Council's sports ground allocation process, subject to conditions 2(a) to 2(i) outlined in the report above.