

17. RAWHITI DOMAIN - NEW BRIGHTON ATHLETIC CLUB PROPOSED RESTRUCTURING OF LEASE

The Committee considered a report from John Allen (Policy and Leasing Administrator) on an application from the New Brighton Athletic Club for a restructuring of the Club's lease agreement over part of the Rawhiti Domain, as a lease/licence arrangement.

The report signalled that the request had arisen for two reasons:

1. Consistency with the lease/licence agreement between the St Martins Athletic and Harrier Club and the Council over part of Hansen Park.
2. Present lease (21 years from July 1983) due for renewal.

The report also signalled that the Burwood/Pegasus Community Board at its meeting on 17 November 2003 supported the recommendation set out below.

Acting under delegated authority the Committee **resolved**:

1. That pursuant to Section 54 (1) (b) of the Reserves Act 1977 a lease be granted to the New Brighton Athletic Club Inc over approximately 436 square metres of Rawhiti Domain on which the Club's building is erected, subject to the following conditions.
 - (a) The new lease/licence agreement terminating on the 1 January 2024 (being right of renewal under present lease).
 - (b) The New Brighton Athletic Club installing a water meter in its building at the club's cost.
2. That pursuant to Section 54 (1) (c) of the Reserves Act 1977, a licence be granted to the New Brighton Athletic Club Inc over approximately 296 square metres of Rawhiti Domain on which they have a starter box, four discus/shot-put circles, long jump track, high jump artificial surface, and pole vault track subject to the following conditions.
 - (a) The licence period to be concurrent with the lease period. Should the lease be cancelled or surrendered, this licence is to terminate automatically at the same time.
 - (b) The ownership of the irrigation system is to transfer to the Council at no cost to the Council.
 - (c) All bookings for use of the sports field facilities by other than the New Brighton Athletic Club are to be made through the Council, the fees charged for so doing to be retained by the Council.
 - (d) The Council reserves the right to allocate the grass area inside the running track to another sporting code during the off-season.
 - (e) If the New Brighton Athletic Club requires the standard of maintenance of the grass running track to be increased above that of a cricket wicket outfield, then the Club is to pay the cost of the work so required.
 - (f) The New Brighton Athletic Club is to obtain \$1,000,000 Public Liability Insurance (if it has not already done so) which must be kept current for the duration of the lease/licence agreement.
 - (g) The New Brighton Athletic Club is to maintain all structures within its licensed areas in a good serviceable condition at all times at its cost.
 - (h) The New Brighton Athletic Club is to indemnify the Council against all actions and/or proceedings that may be taken against it, because of the Club's structures within the licensed areas.