
ORDINARY MEETING

OF

ENVIRONMENT COMMITTEE

MINUTE ITEM ATTACHMENTS

Time: 9.15am
Date: Tuesday, 16 December 2014
Venue: Committee Room 1
Ground Floor, Council Offices
101 Wakefield Street
Wellington

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He kōrero o Warren Hall nō Tapu Te Ranga

Tēnā koutou ngā rangatira o te tāone nui nei, ngā kaihiaki o te whenua hoki.

Kei te mihi ahau ki a koutou

Kei te tū ahau ki mua i a koutou i tēnei rā nā te mea e kore ngā reo o ngā tipuna

Nō reira e kī ana ahau i kotahi mea o te pānui o ngā āpiha runanga. Tēnei mea te taonga tukuiho paetai o ngā tipuna.

Nō reira e ki ana ahau ki a koutou:

Kaua e takahi koutou i te taonga tukuiho paetai. Nā te mea, ka takahi kotou i te taonga tukuiho, ka takahi koutou i te wairua o ngā tipuna.

Mehemea ka takahi koutou i te wairua o ngā tipuna, ka takahi koutou i te mana o ngā tipuna.

Ka mahia e koutou tēnei hei mate anō mōu.

Heoi anō, e ki ana ahau ki a koutou:

Titiro i roto ōu ngākau, whakarongo i ngā whakaaro, ngā pirangi o ngā tipuna hoki.

Tiakina te taonga tukuiho paetai.

Nō reira tēnā koutou, tēnā koutou, tēnā koutou.

The kōrero of Warren Hall from Tapu Te Ranga

I greet you the leaders of our city, the guardians of our land.

I stand before you today because our forefathers no longer have a voice and cannot speak.

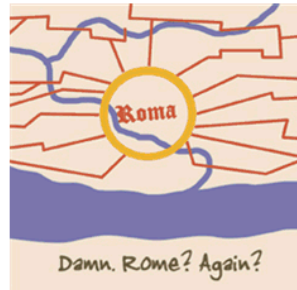
Therefore I will only be speaking on one topic and that is the heritage of the seawall.

And I will simply say this:

Do not trample on the heritage of the seawall, because to trample on that heritage, is to trample on the spirits of our forefathers and to trample on the spirits of our forefathers is to trample on their mana. And you do that at your peril.

So I ask you to look into your hearts and listen to the thoughts and wishes of our forefathers and keep the heritage status of the seawall.

Thank you



Presentation to the Environment Committee of Wellington City Council – 16th December 2014

by Dr Keith Johnson

Overview

This morning I want to talk in my professional capacity as a Transport Economist and Public Policy Advisor. In this regard I would like it noted that I completed a PhD with the Australian National University in 1970 with the title 'Accessibility, Transportation and Land Development'. This attempted to identify and value the 'secondary benefits' that were expected to arise from the intensification of beef production in the Northern Territory following the completion of a public programme of new roads and the introduction of road transport to replace cattle droving.

The work suggested that transport improvements are rarely a sufficient or even necessary condition for economic development – and that, as noted by Governor Macquarie in 1812, improvements funded by the state should generally follow and not precede the growth of trade and traffic. This observation of course has relevance to the proposed extension of the runway at Wellington Airport, which presages using public money as a trigger for complementary investment by the private sector.

I have also worked as an academic teaching Project Planning and Project Appraisal [at the University of Bradford, UK]; been employed on contract by the NZ funding agency Transfund: and been a staff member of the NZ Ministry of Transport, where I was a Principal Advisor dealing with revenue and

charging issues. While employed as a Senior Economist with the NZ Institute of Economic Research, I completed a major study on Auckland Road Pricing [available at:

<http://www.transport.govt.nz/assets/Import/Documents/NZIER20-20AKL20Road20Pricing20-20Desktop20research20Econ20Impacts.pdf>]

As an economic consultant, I have completed a significant number of cost-benefit analyses for road investment projects – some of which provided positive recommendations and others of which did not. These range from the formulation of a programme of rural road development in North East Syria in 1978 to the economic evaluation of 4-laneing the roads from Nausori Airport to Suva and from Nadi Airport to Denarau in Fiji in 2013.

Good Project Planning for Public Investments in Transport

In my presentation I wish to note some very basic precepts for public policy relating to road projects, and comment on each of these as they affect Option 4 of the so-called 'Island Bay Seawall Replacement Project'.

Separate Apples and Oranges – early, iterative project sieving

Good planning requires clear thinking about formulating options that can be placed on the same short-list. That is we need options that are broadly comparable in terms of what they seek to achieve and the scope and magnitude of their intended and unintended consequences.

The Options that have been explored for the 'Island Bay Seawall Project' [as noted in the Supplementary Agenda Paper tabled 16 December 2014] do not meet the criteria specified above. While Options 1, 2 and 3 deal with replacing the Seawall, Options 4 and 5 have such considerable impacts on traffic flows, transport costs and safety and residential amenity that they should be separated from the first set. They would more properly be termed 'Island Bay Seawall Replacement and Road Closure / Traffic Diversion Projects'.

As noted in my previous submissions [See Appendix], I believe that WCC could have done much more to clarify the differences between the two sets of projects during the public consultation process.

Transport is a Derived Demand

Option 4 [and to an even greater degree Option 5] would add significantly to the private and public costs of road users who would have formerly utilized the unbroken link along The Esplanade. For this traffic there would be:

- 40-50% increases in the costs of fuel savings, vehicle damage and wear and tear, possible load damage at junctions, together with increases in social costs of a similar order of magnitude [including road maintenance and environmental impacts related to vehicle emissions, noise, vibration etc.]

- 40-50% increase in journey times – an important consideration when it is recognized that the demand for transport derives from the exchange of goods and ideas, is closely linked to innovation and private investment - and also provides recreational pleasure in some instances [as with sight-seeing drives around Wellington’s beach roads]

It is sometimes said that making driving more difficult is doing everyone a favour as this discourages car use. In public policy terms this is like arguing that you should moderate the harms associated with alcohol by distancing drinking places from consumers or putting physical obstacles in their path. In the cases of both alcohol and road use harm reduction, raising prices [i.e. the prices of social drinks or petrol/diesel] is likely to be much more effective as it preserves consumer choice.

If we want Wellington to be a City of Possibilities, we should maximize the choices available to citizens within the constraints of Good Citizenship.

Holistic Assessment

As far as possible, the appraisal of project options needs to cover and quantify all the factors that might influence project choice.

In the case of Option 4, I draw particular attention to the accident dangers associated with:

- Increasing the number of junctions encountered by traffic that would have formerly proceeded along The Esplanade from 2 to 5 [see Map in my Submission of 28th August in the Appendix to this paper]
- Increasing the pressure on the Reef Street – The Parade junction. This is already congested at times, has a prominent and much used pedestrian crossing and is the turning circle for trolley buses and conventional buses running the No 1 Route
- Funnelling traffic into The Parade and Derwent Street extensions – streets that are narrow, have poor sighting characteristics and meet multiple additional junctions.

The NZ Transport Agency uses a figure of \$4 million to value a life lost through accidents. The Transport Blog suggests \$11 million is nearer the mark [based on the cost of lifetime care for a 21 year old paraplegic].

Option 4 will more than double traffic volumes on the affected substitute roads and vastly increase risks at junctions and crossings. One additional fatality would double the social cost of Option 4.

I also draw attention to the submission made by the NZ Heavy Haulage Association which notes that the current Esplanade road layout is essential for over-dimension and overweight loads. The attempted diversion of this traffic would be an amenity disaster to householders along the affected roads.

In my view as a Transport Economist this fact alone is sufficient to invalidate Option 4

Comprehensive 'Revealed Preference' Indicative Planning for Road Projects

I find it ironic that, as in the case of the Basin Reserve Flyover Proposal, the NZTA should be castigated for poor practice when its system of comprehensive, detailed, exhaustive and transparent cost-benefit analysis is virtually all that remains of a sound Indicative Planning processes within public policy.

The objective of the NZTA process is to put the facts out there as far as is generally possible and subject them to public review and criticism – with final decisions being made on the basis of Revealed Preferences. That means that the public consultation process and then more fundamental political processes are ultimately expected to guide the final choice of options.

Of course this sequence is not always followed to the letter but I believe that WCC should aspire to making it work.

To this end, I expect that, if Option 4 is short-listed, its transport components should be subjected to the rigorous procedures outline in NZTA's Evaluation Manual.

This process should include, inter alia:

- New traffic counts – using September traffic figures is a simple nonsense as most use of the roads around Shorland Park occurs on summer weekends
- Forecasting traffic levels by traffic type. Out to the time horizon used for the evaluation of seawall structure options
- The detailed assessment of all forms of private, public and social costs [and any consequent social benefits / hedonic gains from consolidating the park and the beach].

Conclusion

In closing, I suggest that:

- Option 4 should be abandoned – It is not an apple or an orange, it's a lemon
- If Option 4 is not abandoned forthwith, it should be subjected to comprehensive project evaluation using NZTA procedures
- If any of Options 1-3 are chosen, traffic calming measures should be instituted between Shorland Park and the Beach [Pedestrian Crossing, Speed Bumps, 30 km per hour speed limit etc.]

And end with a tribute to Wellington's coastline in the form of a poem:

*Then time took up the koru sun
That coiled and edged the bay
Burned and in its heaven spun
The spiral of that shimmering day
And waves fell tilted from the spill
To topple there and then at last lay still.*

*There the gyre and there the strand
In progress set to play and turn
The thrower takes the cast to hand
And catches ripples in return
So the steady foot step trails
And dusts the trace where imprint fails.*

Appendix: Previous Submissions

MAY
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Rearranging Island Bay – Sand Dunes and Cyclists on the Crest of a Wave



NOT IN MY FRONT YARD

Back in 2002, we bought a house on the extension of The Parade in Island Bay, Wellington in the expectation of the arrival of a baby son. The Parade, as its name suggests is a wide boulevard between Island Bay Village Centre and a paddock sized triangular public space named Shorland Park. The Parade runs more or less along the line of a now piped stream that drained the valley down from the higher suburban village of Berhampore.

When the boulevard meets Shorland Park, traffic divides either left down Reef Street to the beach and the coastal / seaside route represented by The Esplanade, or right to a much narrowed extension of the Parade that leads down past a junction with Derwent Street to an alternative meeting with the Bay-hugging Esplanade. We learnt from our house deeds that the 'extension' had originally been a narrow lane and that half the front gardens of the fringing houses had been compulsorily purchased by Wellington City Council to form a trafficable road.

One of the great attractions of the house was that it stood across a quiet road from the park and thence across The Esplanade to the beach – more or less ideal for families with small kids.

Having moved in, I learnt that our fairly new Green Councillor Celia Wade-Brown had plans to rearrange the roading to consolidate Shorland Park with the beach. This implied re-routing traffic around the western [Parade Extension] and northern [Reef Street] segments of the Shorland Park triangle and closing the third beachside segment. The rationale was that a 'more natural' set of sand dunes could redevelop while the users of the park would be able to walk straight down to the beach unimpeded.

Celia held a presentation in the village that I attended and I made my case that diversion of the traffic from the Esplanade around the proposed dog-leg would increase journey times and vehicle emissions for

coast-hugging traffic by 50 percent while funnelling it into a narrow and unsuitable road and increasing the number of junctions [and potential accident black spots] from three to four.

Of course, I also argued that householders along the Parade Extension would suffer a significant loss of amenity and greater risks to their small children – together with consequent losses in the values of their properties.

Celia as I remember was less than sympathetic and made great play of the desirability of restoring the natural environment. When she played the card that it would be safer for children to access the beach from the park, I asked not unreasonably why traffic separations, pedestrian islands or dedicated crossings had not already been installed. We used to regularly hear youths at night ramping up their motorbikes flat out around this stretch.

Anyhow, I think that the project was relegated to the too hard basket – and as she was then a Councillor and not the Mayor that she subsequently became, she had little clout.

But like the Monster from the Black Lagoon or the Bay, the project has surfaced again under a different guise as a Seawall Replacement Option.

THE SEAWALL REPLACEMENT OPTION

As reported by Jessica Rapana in the Dominion Post of 15th May 2014:

‘A 200-metre stretch of The Esplanade in Island Bay is to be closed for three months from June. The closure is to allow the Wellington City Council to determine whether that part of the road should close permanently.

‘Part of the seawall on the beach was badly damaged when a storm lashed the capital last June, leaving the stretch of the Esplanade behind it unprotected from southerly storms.

‘Council officer, and head of the seawall replacement project, Nicci Wood told the council’s environment committee last week the preferred option was to permanently close part of the Esplanade, diverting traffic via Derwent St and either Reef St or Trent St.

‘The beach area would then be joined to Shorland Park.

‘That would cost ratepayers about \$1.3 million, in addition to costs for consent and diverting traffic, which had not yet been assessed. Reinstating the wall was still an option, and would cost about \$950,000.

‘But while technically feasible, climate change was likely to mean the wall would be more frequently damaged and would require more frequent maintenance, Wood said.

‘The return period of a similar “energetic storm event” was estimated at more than one in 50 years, but less than one in 100 years.

‘Other options included shifting the seawall and road 20 metres inland, or replacing the sand to create a “sand buffer” for the seawall. Either way, the wall would not disappear completely, because it would remain at the surf club and down the eastern side of the coast’.

Although we shifted from our house on The Parade three years ago, I remain deeply sceptical of the proposals, not least because, as seems so common with Green Party politics, consistency in argument is not observed in its Ends Justify the Means / Throw in the Kitchen Sink / Winner Takes All mindset. And I pity the couple who bought our old house as they have just started a family with a baby daughter.

At least, let's make sure that the evaluation is comprehensive and thorough. Some pointers:

- The damage area corresponds more or less with the open channel wave fetch from Wellington Harbour entrance between the western tip of Tapu te Ranga island and the coast. This is a storm accentuating corridor that hits what was formerly the mouth of the stream that debouched from its line along the boulevard – now a piped storm water drain. Special efforts will have to be made to protect the piping unless the stream mouth is reinstated. As we learnt to our cost during massive and delay-plagued storm water piping renewal by WCC outside out old house in 2004, the whole area is a mish mash of mud, sand and shifting / quick sand with the latter presenting a nightmare for public works.
- The houses across from the proposed replacement sand dunes will suffer extra wind-blown sand and may need special protection by boundary planting
- The junctions between the two broken ends of the old sea wall will require significant reinforcement – the natural tendency will be for a surging sea to scour out the gap that will be created. Hydraulic modelling is almost certainly required.
- As I pointed out above, the diversion of the traffic from the Esplanade around the proposed dog-leg would increase journey times and vehicle emissions for coast-hugging traffic by 50 percent while funnelling it into a narrow and unsuitable road and increasing the number of junctions [and potential accident black spots] from three to four. These costs must be taken into account. If the traffic is diverted through Trent Street, these costs will rise by 100 percent rather than 50 percent and the number of junctions will rise to six.
- The notion that sand dunes will inevitably perform better than a seawall in future in protecting property and amenity is a matter of faith rather than reason. If global warming results in significant rises in sea levels and in the incidence of storms in the next few decades, it may still be necessary to impose heavy-weight man-made barriers. This would best be done on the smallest perimeter [i.e. the existing line of the Esplanade].
- And given the Green Party's claimed special interest in protecting heritage structures, I think that the Mayor and her colleague Iona Pannett should provide us with a detailed explanation of why these values should be overruled in the case in point [see the old photo above of what many of us locals regard as our 'iconic' beachside].

I could go on about the Seawall / Sand Dunes Project but WCC has been warned that if the cost-benefit analysis that is promised is shoddy, I will rip into it

Ironically additional sea defence strengthening is occurring at a number of other places along the Esplanade, most notably between Houghton Bay and Te Raekaihau Point. In the latter case, part of the problem is the damage caused by increases in the use of this road by heavy trucks travelling from the terminus of the motorway and the City to retail and wholesale enterprises in Lyall Bay / Kilbirnie and the ever-expanding airport. The trucks have taken to this route because it avoids the bottlenecks created by the Basin Reserve and the Mt Victoria Tunnels.

Sigh - if you want to follow that one up, there is plenty on this blogsite about the Basin Reserve Project and its tooth and nail blockage by Green Party antagonists.

But while we are at it, I have to agree with Island Bay resident Keith Robinson who made a very good case in a letter to the Editor of the Dom this morning that, as far as The Parade is concerned its 'Cycle Lane Changes [are] Pointless'. He argues that all that is needed is to widen the existing cycle lanes somewhat and colour them green to give them greater prominence.

Again as the Dom reports:

Under a plan for a Cycleway more or less from the cyclist Mayor's door step to the Town Hall, \$1.3 million will be spent on creating a dedicated cycle path between parked cars and the foot path kerb, as part of an

eventual \$5-10million cycle corridor. [Like so many of New Zealand’s transport projects, this is a segment that doesn’t really need doing but one that has been chosen because it’s easy and visible].

The Dee St roundabout will be replaced by a give-way intersection, and about 45 parking spaces will be lost at intersections and near bus stops, although which parks would go is still unclear. Two bus stops will be lost, and nine redesigned so cyclists looped behind bus shelters.

‘Parade resident and mother of four Fiona Cockerill-Ghanem comments that ‘a narrowed road would mean more car congestion, and visibility would be reduced for cars turning out of driveways’ [heard that before?]. As a good many of our cyclists are louts in lycra, bikes travelling at 40kmh plus will make crossing the road or opening car doors a nightmare, with the journey from parked car to pavement being especially dangerous for children and the elderly’.

This all reminds me of a scene from the film Dr Zhivago where the Commissars requisition a family dacha in the name of The People – and the good doctor’s old uncle cries out ‘But we are People too’. At least under Lenin it was done ostensibly in the name of the community at large – and not for Sand Dunes and Bell-less Bike Bover Boys.



Island Bay 'Seawall, Road Closure and Traffic Diversion Plans'



A LONG, WINDING AND DUPLICITOUS (?) ROAD

I strongly urge Island Bay residents to read the Wellingtonian article: ‘Seawall plans halted’ at:

<http://www.stuff.co.nz/dominion-post/news/local-papers/the-wellingtonian/10432932/Seawall-plans-halted>

This is a sound report – as far as it goes.

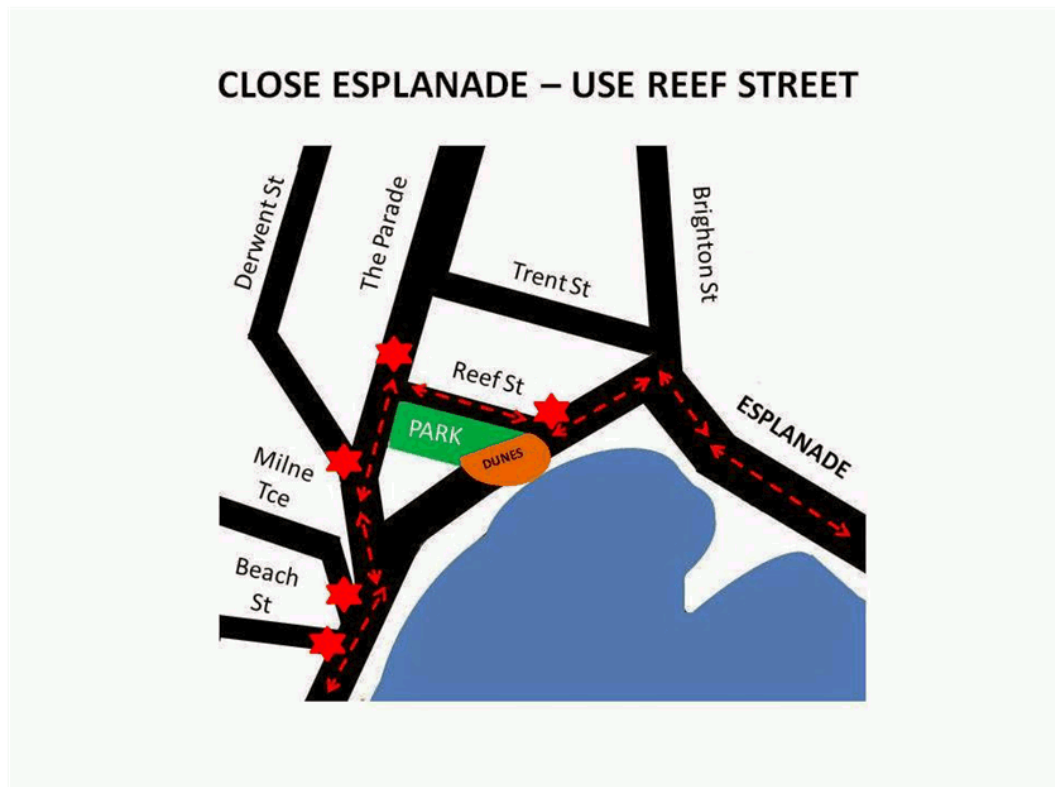
The problem is that we are not talking about ‘Seawall Plans’ alone. Proper descriptions of the two most radical options would be ‘Seawall, Road Closure and Traffic Diversion Plans’. Neither the Wellingtonian article nor Wellington City Council’s own dedicated web page make this clear.

See:

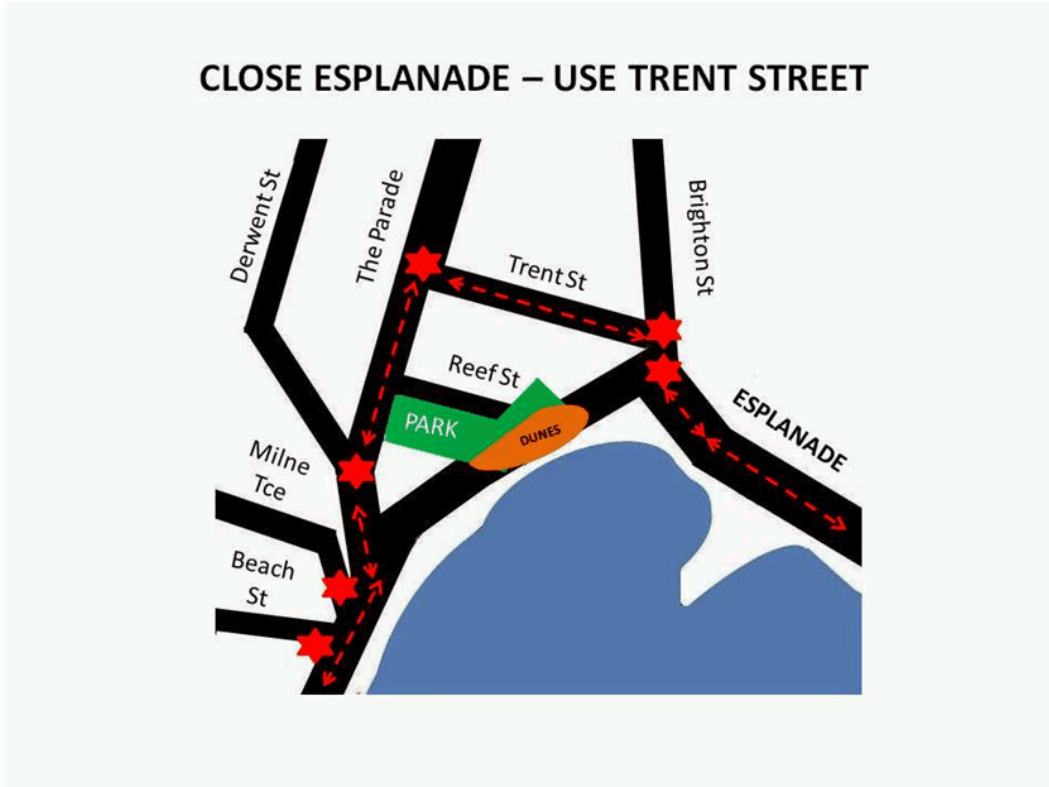
<http://wellington.govt.nz/your-council/projects/island-bay-seawall-replacement>

I have drawn up maps of the road realignment schemes for:

OPTION 4: Remove section of seawall, close a part of the road and re-establish dune system linking the beach with Shorland Park [i.e. Close Esplanade and use Reef, The Parade Extension and Derwent Street]



OPTION 3a: Remove section of seawall, close a part of the road and restore some coastal dunes - this option 'closes two roads', The Esplanade and Reef Street [i.e. Close Esplanade and Reef and use Trent, The Parade Extension and Derwent Street).



I have marked the potential accident black spot junctions with Red Stars. Both options will create obvious additional traffic conflicts for vehicles moving around the coast as they meet the turning circle for trolley buses at the junction of Reef Street and The Parade [and parking for Shorland Park especially in summer].

My own view [as articulated at: <http://kjohnsonnz.blogspot.co.nz/2014/05/rearranging-island-bay-sand-dunes-and.html>] is that there are severe traffic and residential amenity objections to Options 4 and 3a.

For the record, I no longer live along the proposed routes so this is not a matter which affects me personally. However, I am disappointed with the lack of transparency exhibited by Wellington City Council in the information that it has provided.

With the help of my maps, I hope that Island Bay residents can now make a balanced assessment of the roading effects of the proposals.

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[More on the Island Bay 'Seawall, Road Closure and Traffic Diversion Plans'](#)



TRAFFIC IMPACTS OF THE ISLAND BAY ESPLANADE CLOSURE VARIANT

Following my article Island Bay 'Seawall, Road Closure and Traffic Diversion Plans' of the 28th August and the concerns expressed by Island Bay residents, I am pleased to be able to report that Wellington City Council has somewhat improved the information that it is making available on project variants.

<http://kjohnsonz.blogspot.co.nz/2014/08/island-bay-seawall-road-closure-and.html>

In particular, it has released 2011 Winter [May] traffic counts which can be related to:

OPTION 4: Remove section of seawall, close a part of the road and re-establish dune system linking the beach with Shorland Park [i.e. Close Esplanade and use Reef, The Parade Extension and Derwent Street].

<http://wellington.govt.nz/your-council/projects/island-bay-seawall-replacement/reports-and-concept-designs>



I have summarized the Annual Average Daily Traffic assessments for 7 day counts in May 2011 below by road segment.

The Parade [bordering Shorland Park]

WITHOUT PROJECT		WITH PROJECT
To Town	1187	2648
To Sea	1176	2702

Reef Street [bordering Shorland Park]

WITHOUT PROJECT		WITH PROJECT
To Sea	1166	2627
To The Parade	1016	2542

The Esplanade [bordering Shorland Park]

WITHOUT PROJECT		WITH PROJECT
To Lyall Bay	1461	Nil
To Owhiro Bay	1526	Nil

Having lived along The Parade bordering Shorland Park I can confirm that the use of Winter AADT figures with respect to usage of a stretch of coastal recreation roading is a simple nonsense. The surveys have to be made in January when road usage figures are likely to be at least three times higher.

Nevertheless, the May 2011 figures show that Option 4 will more than double traffic levels for The Parade Extension and Reef Street. Clearly also forecasts are required for the expected growth in traffic volumes over the next 20 years.

As I have already argued, it seems clear that the traffic and residential amenity impacts on affected households will be severe.

Last time I spoke to the Environment Committee I completed my address with the following statement,

We will know that this process is successful when the final outcome represents the majority of the community's view.

the community have sent a very clear message, they want their sea wall, its heritage status and they want their road in front of the sea wall.

The Council Officers preferred approach talks about option 1 as a short term option, throughout the consultation process the Council have sold option one as a long term solution where the wall will be fully repaired and the overdue maintenance carried out to ensure long term sustainability, this paper is the first time it has been touted as a short term solution.

Sadly this is very indicative of how the Council have managed the process and we have had to fight every step of the way to ensure consistency and lack of bias in the information.

Our group started because this committee and the Council had decided to go with option 4 without community consultation sadly this bias for option4 has continued throughout the consultation and is still present in the current report.

The numbers tell us that the community are intent on only two options and both include a sea wall, the numbers also tell you a high percentage strongly disagree with any option that means closing off the esplanade, removing the seawall and establishing sand dunes.

Option 4 should no longer be on the table.

Sea level rises and the options

Based on 2008 Ministry for the Environment guidelines that recommend planning for a base value sea level rise of 0.5 m out to 2090-2099 relative to 1980-1999, together with consideration of the consequences of SLR of at least 0.8 m, that is over 100 years.

Since the levels in Tonkin and Taylor tables are from 2012-13, this takes us to around 2114, with a mid-point around 2065 when the rise would be 0.25-0.4 metres. Tonkin and Taylor refer to a greater sea level rise of 0.5 m in 2065 and 1 m in 2100, these estimates are above those suggested by the authority, the Ministry for the Environment guidelines.

The sea wall would certainly be adequate to deal with the base value sea level rise of 0.25 m to 2065. If sea level rise is to the top of, or just above, the estimated range of 0.4-0.5 m, the crest level of a 100 m section of the 350 m wall could be raised – at some time approaching 50 years from now.

Since estimates of sea level rise are uncertain, it makes sense to plan for a 50-year timeline.

The current wall lasted 78 years until poor maintenance left it severely weakened. A temporary cosmetic repair would certainly leave the wall susceptible to normal storms. An adequate repair would provide a life past 50 years.

The Council have not been able to give examples where sand dunes have worked to combat sea level rises or storms. Around the world places that have tried the sand dune option are now going back to erecting sea walls for protection.

Hence if we are looking for long term resilience option 4 does not fit the bill.

Whereas if the sea wall is properly repaired the Council have 50 years to come up with a longer term solution, by which time they will have a lot more facts on which to base a long term plan, they will for example know the extent of current predicted seas level rises and whether there is any fact in these predictions.

Heritage –

The report states that officers believe having the entire length of the seawall listed in the District Plan as a heritage object is not tenable in the long term, at least here they have shown some consistency, that being their bias and intention to be rid of the wall.

If Council Heritage Policy is applied in a consistent manner then the Island Bay Sea wall will maintain its heritage status even if it is repaired, modified or even relocated as per option 3.

We have examples of the harcourts building, the town hall and many other buildings and structures around Wellington that need to be or have been repaired and or modified and still have heritage status.

We also have many buildings and structures that have been relocated for roading and other purposes these to still have their heritage status.

In my first presentation I said we would not be discounted as you did the Italian Community's views in the Councils first round of consultation, the Italian Community yet again feel their views have been discounted and these are not included in the final report.

Their view is they want the wall repaired and the heritage status maintained.

Council have tried to discount us continually throughout the process, often agreeing to something and then ignoring the agreement and going their own merry way and were shocked to discover we would not be discounted.

They tried to shut us out of co hosting the public meetings, then when they realised that wasn't going to happen they tried to dictate to us what we could and could not say, once again we refused to be discounted.

The information Council staff gave to the public at these meetings differed from meeting to meeting, roading impact estimates started at an increase of 500% then decreased at each meeting in the report they are now down to 137%.

Why are options 3 and 4 grouped together as the long term solution when they are very different solutions

On page 14 item 4.3 point 53, officers believe option 4 provides a resilient long term solution to managing coastal hazards in Island Bay. This continuing officer bias, is the only reason option 4 is still on the table.

Yet we know that.

1. Sand dunes don't work in coastal protection, and there were never any sand dunes in this area.
2. Sand drift causes huge problems as have been experienced even with part of the wall missing.
3. Lyall Bay has become very shabby where sand drift has banked up in front of houses and residents have to continually dig sand away from their doors to enable access.
4. The same traffic issues that discounted option 5 apply to option 4.
5. The community have made it very clear they will not tolerate any road closures, even trials.
6. There are huge safety concerns for children with option 4, both with redirected traffic, lack of parking, parents thinking their children are safe in the playground, but they have run into the water to name a few

Option 4 should be discounted as not only is there little support for the option the community have clearly said they do not want this.

I repeat

Last time I spoke to the Environment Committee I completed my address with the following statement,

We will know that this process is successful when the final outcome represents the majority of the community's view.

And the community have sent a very clear message, they want their sea wall, its heritage status and they want their road in front of the sea wall.

The community will not be discounted.

RESERVE GROUND LEASE
SOUTH COAST BACH [SITE NO. OR CODE#]

Between

WELLINGTON CITY COUNCIL (Council)

and

[NAME OF LESSEE / TENANT] (Lessee)

 **Simpson Grierson**

Barristers & Solicitors
Auckland & Wellington, New Zealand
www.simpsongrierson.com

AGREEMENT DATED 2014

PARTIES

1. **WELLINGTON CITY COUNCIL** (Council)
2. **[Name of Lessee / Tenant]** (Lessee)

BACKGROUND

- A. The Council is the owner of the Land which is located on part of the Reserve comprised and described in Computer Freehold Register **WN41A/291** and classified as historic reserve, subject to the Reserves Act 1977.
- B. The Bach is one of a number of baches on a site that is registered as a Historic Area by Heritage New Zealand under section 31 of the Historic Places Act 1993.
- C. The Bach was erected on the Land and is owned by the Lessee. Prior to the execution of this Lease, no formal documentation is in place which authorises the Lessee's occupation of the Land, and the Lessee occupies the Land at the Council's discretion.
- D. The Council has agreed to formalise the terms of the Lessee's occupation of the Land by granting a lease of the Land to the Lessee under section 58A of the Reserves Act 1977.

SIGNED on behalf of **WELLINGTON CITY COUNCIL** as Lessor by:

Full name Signature

Full name Signature

SIGNED by **[Lessee's name]** as Lessee in the presence of:

Witness:

[Lessee's name]

Signature of witness

Full name of witness

Occupation of witness

Address of witness

REFERENCE SCHEDULE

LAND:	The area comprising approximately [#] square metres more or less being the land on which the building known as the [#Name#] Bach [# and anything else eg outhouse and/or septic tank#] is located, as marked in [#colour#] on the attached plan.
RESERVE:	Te Kopahou Reserve which includes: Lot 1 DP 28821 WN41A/291 and Lot 1 DP 61218, Lot 1 DP 26786, and Part Lot 1 DP 26908 WN39D/222
COMMENCEMENT DATE:	1 July 2015
INITIAL TERM:	11 years from the Commencement Date, subject to the expiry provisions below.
RENEWAL TERMS:	The Lessee is entitled to two rights of renewal: (i) The renewal dates are: <ul style="list-style-type: none">• 1 July 2026; and• 1 July 2037; (ii) Each Renewal Term is for 11 years.
EXPIRY DATE:	The term of this Lease will expire upon the earliest of the following occurring: (i) 30 June 2026; or (if this Lease is renewed) 30 June 2037; or (if this Lease is further renewed) 30 June 2048; (ii) This Lease being surrendered by the Lessee; or (iii) The death of the Lessee (or where there is more than one Lessee, the death of the last surviving Lessee); or (iv) This Lease being cancelled pursuant to clause 14; or (v) The Bach being partially or totally destroyed or becoming uninhabitable for any reason whatsoever (this will be assessed on a case by case basis and in compliance with all local authority policies and legislation which may apply).
FINAL EXPIRY DATE:	The final expiry date of this Lease will be 30 June 2048;
RENT:	\$500.00 plus GST payable annually in advance commencing on the Commencement Date.

RENT REVIEW DATES:	Three years from the Commencement Date and every third anniversary of the Commencement Date thereafter.
INTEREST ON OVERDUE RENT:	20% per annum
PERMITTED USE:	Short term Bach occupation
COUNCIL'S CONTACT DETAILS:	Property Advisor Property Wellington City Council PO Box 2199, 101 Wakefield Street WELLINGTON Fax: 04 801 3002
LESSEE'S CONTACT DETAILS:	[#]

THIS AGREEMENT RECORDS THAT:

1. GRANT OF LEASE

1.1 The Council leases to the Lessee and the Lessee takes on lease the Land for the Term beginning on the Commencement Date and ending on the Expiry Date, at the Rent and subject to the terms of this Lease.

2. RENEWAL

2.1 **Preconditions:** The Lessee must give the Council three (3) months' notice in writing that the Lessee wishes to renew this Lease for a further Term. If:

(a) the Lessee has not breached any of its obligations under this Lease; and

(b) the Council approves the renewal of this Lease;

then the Council will at the Lessee's cost offer a new lease of the Land to the Lessee on the same terms and conditions as this Lease.

2.2 **Prior Notice:** The Council will endeavour to contact the Lessee prior to the date that the three (3) months' notice referred to in clause 2.1 above is required, to advise the Lessee that the Lease is due to expire if the Lessee does not elect to renew it.

2.3 **Documentation:** If so requested by the Council the Lessee will execute a Deed of Renewal or new lease under clause 2.1 in the form prepared by the Council's solicitor.

3. RENT REVIEW

3.1 **Guardianship:** The Council acknowledges that the Lessee provides a guardianship role in the immediate and surrounding area of the Reserve and that this is reflected in the initial Rent, which is lower than a current market Rent. From time to time the Lessee may provide assistance and help to other users of the South Coast when appropriate (for example calling emergency services on behalf of an injured person).

3.2 **Rent Review:** The annual Rent will be reviewed every three (3) years on the Rent Review Date in accordance with the cumulative upwards movement of the applicable December to December Consumer Price Index (**CPI**) (or any similar or equivalent Index in the event that the CPI ceases to be published) for each of the three previous years. To avoid doubt, the appropriate adjustment in the Rent on each Rent Review Date will be calculated cumulatively by adding each of the previous three annual CPI increases together.

4. PAYMENT OF RENT

4.1 **Rent:** The Lessee must pay the Rent in full (with no deduction or set-off) to the Council annually in advance.

4.2 **Method:** All payments of Rent may be made to the Council either by direct bank payment, cash, cheque, or as the Council may otherwise direct.

5. **OUTGOINGS**

- 5.1 **No Utilities:** The Lessee acknowledges that permanent reticulated services are not permitted to be installed to service the Bach.

6. **LESSEE'S ACKNOWLEDGEMENT**

- 6.1 The Lessee acknowledges and agrees that:

- (a) **Vulnerable Natural Environment:** The Land is in a vulnerable natural environment that is prone to a number of hazards (including erosions, tsunamis, earthquakes, storm surges and other storm events) and that the Council is not responsible for any damage to the Bach or any injury or damage from such events; and
- (b) **Access:** Access to and from the Bach along the South Coast is vulnerable to natural hazards and that the access route to the Bach is shared with the public and other users. The Lessee acknowledges that access may be closed off by the Council for operational reasons or inaccessible as a result of hazards. The parties agree that the Council has no obligation to provide access to and from the Bach to the Lessee.
- (c) **Reserve Gate:** The parties acknowledge and agree that the entrance gate to the Reserve will be locked during daylight hours on Sundays and at any other times stated in any prevailing Wellington City Council policy which may apply.

7. **GST**

- 7.1 **Payment:** The Lessee must pay to the Council all GST payable on the Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST on the Rent on each occasion when any part of the Rent falls due for payment and on any other money payable by the Lessee on demand.

8. **DEFAULT INTEREST**

- 8.1 If the Lessee fails to pay any instalment of the Rent or any other money payable under this Lease for ten (10) Working Days after:

- (a) **Due Date:** the due date for payment; or
- (b) **Demand:** the date of the Council's demand, if there is no due date;

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

9. **LIMITATION ON OCCUPATION OF THE LAND**

- 9.1 **Payment and Performance:** Occupation of the Land by the Lessee is subject to the Lessee:

- (a) **Payment:** paying all amounts due under this Lease on the due date; and

- (b) **Performance:** performing all of the Lessee's obligations under this Lease.
- 9.2 **Assignment, etc:** Subject to clause 9.3, the Lessee must not assign, sublease, mortgage, charge, hire out or otherwise part with possession of the Land, any part of the Land, the Bach or any part of the Bach.
- 9.3 **No Renting of Bach to Third Parties:** To avoid doubt, the Council acknowledges and agrees that the Lessee may not rent the Bach to third parties for accommodation purposes but the Bach may be used by invitees of the Lessee. The Lessee will be responsible for the acts or omissions of any invitee of the Lessee and if any invitee of the Lessee commits a breach of this Lease, then the Lessee will also be deemed to be in breach of this Lease.
10. **USE OF LAND**
- 10.1 **Limitation on Usage:** The Lessee may use the Land only for the Permitted Use and for no other purpose. The Lessee acknowledges that a change in the Permitted Use is expressly prohibited under this Lease and constitutes a breach of the Lessee's obligations, in which case clause 14 of this Lease shall apply.
- 10.2 **Use of Land Not to Create Hazard:** The Lessee shall take all reasonable care to ensure that the Bach is not and does not become a fire hazard and shall take the same care to ensure that the Lessee's activities do not become a hazard to public health or safety or otherwise cause a nuisance to the Council or to other lessees or to the public.
- 10.3 **Rubbish:** The Lessee shall not allow any rubbish to accumulate or remain on or adjacent to the Land. The Lessee shall not dispose of any rubbish on any other part of the Reserve. If the Lessee fails to observe and perform this condition, the Council may remove and dispose of the rubbish at the cost of the Lessee.
- 10.4 **Human Waste:** The Lessee must install and maintain toilet facilities for use by the Lessee, which have been approved by the Council, in a location and of a type appropriate to the area. These toilet facilities shall be kept in a sanitary condition at all times.
- 10.5 **Water Supply:** The Lessee has the right to use water from any streams that run through the Reserve so long as it complies with Greater Wellington Regional Council policy. The Council will also comply with Greater Wellington Regional Council policy but has no responsibility to:
- (a) ensure that water from the streams is available for use by the Lessee; or
- (b) ensure the quality of the water from the streams is suitable for use by the Lessee.
- 10.6 **Pollution:** The Lessee shall not do or allow to be done anything which would pollute the Reserve or any stream or watercourse running through the Reserve.
- 10.7 **Risk:** The Lessee acknowledges that the Lessee and all persons authorised by the Lessee to have access to the Land and to enter the Bach do so at their own risk.
- 10.8 **Residential Tenancies Act 1986:** It is acknowledged by the Lessee and the Lessor that under section 5(1)(t) of the Residential Tenancies Act 1986, this

Lease is not subject to and does not fall within the provisions of the Residential Tenancies Act 1986.

11. CONDUCT ON THE LAND

11.1 Noise: The Lessee must limit noise levels to a moderate level and in particular must keep the noise level at the boundaries of the Land to within the requirements of the District Plan and any resource consent issued in respect of any activity on the Land.

11.2 Nuisance: The Lessee must not use or permit the Land or Bach or any part of the Reserve to be used for any activity which is or may become dangerous, offensive, noxious, noisy, illegal or immoral or which is or may become a nuisance or annoyance to the Council or to other lessees.

11.3 Evacuation Plan: The Lessee is required to have an evacuation procedure in place for natural disasters (including but not limited to an earthquake, tsunami, landslide and storm events).

12. STANDARD OF BUILDINGS

12.1 No New Buildings or Alterations: The Lessee shall ensure that:

- (a) no new buildings or other structures or improvements are erected on the Land;
- (b) no structural alterations of any type or any other alterations increasing the external dimensions or load carrying capacity of the Bach are carried out.

12.2 No Advertising, Painting or Changes to the External Appearance without Consent: The Lessee must not:

- (a) advertise on the Bach; or
- (b) paint the Bach (with the exception of minor touch ups or repainting of the Bach on a like for like basis);
- (c) make changes to the external appearance of the Bach;

without first giving details and specifications (if appropriate) of the proposed work to the Council and obtaining the Council's prior written consent as landowner, in addition to any separate approval required from the Council as a regulatory authority.

12.3 Maintain in Good Order: The Lessee must keep and maintain to the satisfaction of the Council the exterior of the Bach in good, clean and substantial order, repair and condition. The Lessee is responsible for any repairs, replacement or maintenance which are associated with and may be required to the Bach from time to time.

12.4 Lessee May Undertake Repairs: The Lessee may, to comply with its obligations pursuant to clause 12.3 above, undertake repairs to the Bach provided that that any such repairs do not constitute a breach of clause 12.2(b) or 12.2(c).

12.5 **Notice to Remedy:** If the Council determines at any time that the Bach is not, in its opinion, in good, clean and substantial order, repair and condition then the Council shall give notice to the Lessee specifying the defect(s) and requiring the Lessee within a reasonable time of such notice to remedy the defect(s).

12.6 **Failure to Comply:** Failure to comply with any notice served under clause 12.5 will constitute a breach and clauses 14 and 16.2 of this Lease shall apply.

13. INSPECTION

13.1 **Right to Inspect:** The Lessee shall, at the Lessee's discretion (acting reasonably) permit the Council's staff to enter the Land and inspect the Bach at all reasonable times during daylight hours. Notice of the Council's intention to inspect the Land shall, where practicable, be given to the Lessee at least **seven (7) days** in advance.

14. DEFAULT AND CANCELLATION

14.1 **Cancellation for Breach:** The Council may (in addition to the Council's right to apply to the Court for an order for possession) cancel this lease by re-entering the Land at the time or any time afterwards if:

(a) **Payment of Rent:** any instalment of the Rent is in arrears for ten (10) Working Days after the due date for payment, or the date of the Council's demand (if there is no due date), and the Lessee has failed to remedy that breach within ten (10) Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007; or

(b) **Performance:** the Lessee fails to perform or observe any of the Lessee's obligations under this Lease (other than the covenant to pay the Rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007.

14.2 **Cancellation for Abandonment:** If, at any time after making any such enquiries as the Council thinks fit and having given the Lessee an opportunity to explain its use of the Land and the Bach, the Council is of the opinion that the Land and the Bach has been abandoned by the Lessee, then the Council may cancel this Lease by giving the Lessee not less than six (6) months' written notice.

15. REMEDY BY COUNCIL

15.1 **Option for Council:** If the Lessee fails to pay any money payable under this Lease (other than the Rent), or fails to perform or observe any of the Lessee's obligations under this Lease, the Council may remedy that breach. The Council is under no obligation to do so and will not limit or affect any of the Council's other rights, remedies or powers in doing so.

15.2 **Council's Costs:** If the Council spends money in remedying the Lessee's default under this Lease, the Lessee must pay to the Council on demand:

(a) **Amount Spent:** the amount spent by the Council in remedying any default; and

- (b) **Default Interest:** interest at the Default Interest Rate on any amount spent calculated on a daily basis from the date of the Council's expenditure to the date that the Lessee reimburses the Council for that expenditure.

16. REMOVAL ON EXPIRY OF TERM

- 16.1 Removal on Expiry of Term:** The Lessee may remove the Bach and all other improvements installed by the Lessee on the Land (**Lessee's Property**), and repair any damage caused by that removal, prior to or on the expiry of the Term unless prior arrangements have been made between the parties.
- 16.2 Removal on Cancellation:** If the Council cancels this Lease under clause 14, the Lessee must remove the Lessee's Property, and repair any damage caused by that removal, within five (5) Working Days of the cancellation unless prior arrangements have been made in writing between the parties.
- 16.3 Failure to Comply:** If the Lessee fails to comply with either clause 16.1 or 16.2, the Council may, at the Council's sole discretion in all respects, elect to either:
 - (a) Remove the Lessee's Property and repair any damage caused by that removal. In that case, the Lessee must pay to the Council on demand all costs incurred by the Council in doing so; or
 - (b) Retain the Lessee's Property. In that case, the Lessee's Property shall immediately become the property of the Council and no compensation will be paid by the Council to the Lessee for the Lessee's Property.
- 16.4 Sale of Lessee's Property:** If the Lessee fails to comply with a demand for costs under clause 16.3(a), then the Council may sell those items of the Lessee's Property removed by the Council in any manner the Council sees fit to meet the Council's costs of removal and apply the balance (if any) towards meeting the Council's claims against the Lessee. The Council will not have to pay compensation for the Lessee's Property to the Lessee.
- 16.5 Compliance with Policies and Legislation:** To avoid doubt, the parties acknowledge that the retention or removal of the Lessee's Property (as the case may be) provided for in clauses 16.1 and 16.3 will be assessed on a case by case basis, at Council's discretion in all respects, and in compliance with all Authority policies and legislation which may apply.
- 16.6 Holding Over:** There are no holding over rights. This Lease must terminate on or before 30 June 2048.

17. LAND NOT INSURED

- 17.1** For the purposes of section 271 of the Property Law Act 2007, the Lessee acknowledges and agrees that the Council has not insured the Land against destruction or damage arising from flood, fire, explosion, lightning, storm, earthquake or volcanic activity.

18. COSTS

18.1 The Lessee must pay to the Council on demand all reasonable costs (including legal costs), charges and other expenses which the Council may incur or for which the Council may become liable relating to:

- (a) **Remedying Breach:** the Council remedying the Lessee's breach of any term of this Lease;
- (b) **Exercise of Powers:** the Council's exercise or attempted exercise or enforcement of any power, right or remedy conferred on the Council by this Lease; and
- (c) **Proposals:** the consideration and approval (if given) of any proposals made by the Lessee to the Council in respect of this Lease.

19. RESOLUTION OF DISPUTES

19.1 **Disputes:** If any dispute, difference or question arises between the parties about:

- (a) **Interpretation:** the interpretation of this Lease;
- (b) **Lease:** anything contained in or arising out of this Lease;
- (c) **Rights, Liabilities or Duties:** the rights, liabilities or duties of the Council or the Lessee; or
- (d) **Other Matters:** anything else relating to the relationship of the Council and the Lessee under this Lease (including claims in tort as well as in contract);

the parties may refer that matter to informal mediation, if both parties agree, having regard to the nature of the dispute or difference between them and the potential delays and costs which might arise if that matter is referred to arbitration.

19.2 **Appointment of Mediator:** The parties must try to agree on the mediator, who must be a senior solicitor or barrister practising in the district in which the Reserve is situated. If they cannot agree, the president or any vice-president for the time being of the New Zealand Law Society (or his or her nominee) will nominate the mediator on either party's application. The mediator's decision will be final and binding on both parties.

19.3 **Arbitration:** If the parties do not agree to refer the dispute, difference or question to mediation under clause 19.1 within (5) five Working Days of that dispute, difference or question arising, then it will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

19.4 **Arbitrator:** The parties must try to agree on the arbitrator. If they cannot agree, the president or any vice-president for the time being of the New Zealand Law Society (or his or her nominee) will nominate the arbitrator on either party's application.

19.5 **Action at Law:** The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief or debt collection).

20. IMPLIED PROVISIONS

- 20.1 **Land Transfer Act 1952:** The covenants and provisions implied in leases by the Land Transfer Act 1952 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.
- 20.2 **Property Law Act 2007:** The covenants and powers contained in clauses 4, 5, 6, 9, 11 and 12 of Part 2 and clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this lease and are expressly negated.
- 20.3 **Reserves Act:** The covenants and provisions required to be included in this Lease by the Reserves Act 1977 will apply to the extent that they are not expressly included in the terms of this Lease.
- 20.4 **Not Registrable:** This Lease is not registrable. The Lessee may not register a caveat against the Computer Freehold Register (if any) to the Reserve.

21. NOTICES

- 21.1 **Service of Notices:** Any notice or document required or authorised to be given or served under this Lease must be given or served:
- (a) **Sections 245 or 246 Property Law Act:** in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act; and
 - (b) **Other Cases:** in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered mail or ordinary mail, or by facsimile, or by email.
- 21.2 **Time of Service:** In respect of the means of service specified in clause 21.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:
- (a) **Personal Delivery:** when received by the addressee;
 - (b) **Post:** ten (10) Working Days after being posted to the addressee's last known address in New Zealand;
 - (c) **Email:** when acknowledged by the addressee by return email or otherwise in writing.
- 21.3 **Signature of Notices:** Any notice or document to be given or served under this Lease must be in writing and may be signed by:
- (a) **Party:** the party giving or serving the notice;
 - (b) **Attorney etc:** any attorney for the party serving or giving the notice; or
 - (c) **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

22. COUNCIL AS REGULATORY AUTHORITY

22.1 The Council has signed this Lease in its non-regulatory capacity, as landowner and administering body of the Reserve. This Lease does not bind the Council in its capacity as a regulatory authority in any way, and any consent or agreement the Council gives under this Lease is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Council is entitled to consider all applications to it without regard to this Lease. The Council will not be liable to the Lessee or any other party if, in its regulatory capacity, the Council declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Lease.

23. DEFINITIONS AND INTERPRETATION

23.1 Definitions:

Act means the Reserves Act 1977;

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

Bach means all structures, buildings and improvements erected on the Land either at the commencement of the Lease or during the Term;

Council means the Wellington City Council acting in its capacity as landowner and administering body under the Act;

Expiry Date means the expiry date of this Lease as determined by the provisions in the Reference Schedule;

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

Initial Term means the term from the Commencement Date until the Expiry Date of this Lease;

Lease means this Lease Agreement;

Renewal Term means the renewal terms defined in the Schedule;

Reserve means the reserve named in the Reference Schedule;

Term means the term of this Lease as defined in the Schedule, and includes the Initial Term and (if this Lease is renewed) the Renewal Term and (if this Lease is further renewed) any further Renewal Term; and

Working Day has the meaning given to it in the Property Law Act 2007;

23.2 Defined Expressions: expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background;

23.3 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;

- 23.4 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 23.5 **No Limitation:** references to anything of a particular nature either before or after a general statement do not limit the general statement unless the context requires;
- 23.6 **Parties:** references to parties are references to parties to this Lease and include each party's executors, administrators and successors;
- 23.7 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;
- 23.8 **Plural and Singular:** singular words include the plural and vice versa;
- 23.9 **Sections and Clauses:** references to sections and clauses are references to this Lease's sections and clauses; and
- 23.10 **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.