

Parameters for licence/lease agreements for the proposed stopbank driveway and Riverside car park

Any licence/lease agreements with Harvey Norman Limited (for the stopbank crossing) and Hutt City Council (for the car parks) will be subject to the following minimum parameters:

- The primary purpose of the land remains “flood protection purposes” throughout the term of any lease or licence.
- Greater Wellington Regional Council (GWRC) maintains the ability to undertake works on or adjacent to the land in the event of an emergency, or unforeseen circumstance, which requires urgent repairs or an urgent upgrade of the flood protection works.
- The agreement provides for entry onto the licence or lease areas for maintenance of the stopbank and adjacent berm.
- The agreement does not constrain the GWRC’s ability to undertake the central city upgrade works that are part of the Hutt River Floodplain Management Plan (HRFMP). A constraint could relate to any factor that adversely affects the timing of the works, increases the costs of the works, or fetters GWRC’s ability to make any design or risk decisions in relation to the works.
- The agreements have a finite end term of no more than 25 years.
- All costs that fall on the Council relating to the agreement are recoverable from Harvey Norman Limited or Hutt City Council.
- GWRC receives confirmation from Hutt City Council that they recognise and accept that the agreement may have the effect of preventing the HRFMP Central Business District (Ewen to Melling) upgrade from being brought forward from its existing timetable.
- A commercial arrangement, satisfactory to GWRC, is found.