

7th December 2022

HEARING NOTES AND SUMMARY – 2 JERVOIS QUAY, WELLINGTON CITY (SR513399)

- s42A correction - The adjoining billboard in Figure 1 is now an art installation.
- Matters of agreement - There are a number of areas of agreement between the applicant and myself including that traffic and lighting effects are acceptable, and that the sign doesn't have existing use rights.
- Matters of disagreement - Different view regarding the acceptability of adverse effects and whether there are sufficient positive effects to counterbalance.

Positive Effects

- Clarify consideration of positive effects - The applicant's legal submission incorrectly stated that I did not have regard for positive effects. In particular, I stated in the s42A report that I did consider positive effects but that I consider these rather limited being of economic and commercial benefits to the building owner, content creator and advertiser. I stated that there were very limited benefit to the wider public and insufficient to counterbalance adverse effects.
- Maintenance fund - I note some discussion regarding the use of revenue from the signage to fund a heritage building. I consider this to not be relevant as building owners have obligations to their tenants and it's often in their own interests to maintain their asset. This is acknowledge by Mr MacKenzie who has noted that the Trust has already carried out earthquake strengthening and has set aside and sought tenders worth \$650,000 for painting, all without any known revenue form a digital billboard. I acknowledge that heritage buildings can have higher maintenance costs. However, as Mr MacKenzie noted in his evidence, the Trust purchased the building in 2002, at a time when the Huddart Park was a listed Heritage Building. Therefore, the cost with maintenance of a heritage building should have been well known at the time of purchase, and at a time when there was no certainty regarding revenue from a digital billboard. I also do not consider the nature of the applicant, being a charity to be relevant as consents of this nature lie with the land, and building ownership can change, for example to a commercial owner. For this reason, I have not suggested a condition relating to a reserve fund for maintenance as I see it as immaterial, and could create precedence acknowledging that precedence should be reserved for Case Law, but it is common for applicants and Council to refer to the decisions of others to justify a particular position as has been the case here today with the Embassy Theatre.

Given the building owner has and is likely to continue to be a responsible building owner, I do not see it necessary to specifically set aside the revenue for maintenance as I consider it more likely than not that this will be carried out regardless of whether the revenue is pooled together, or set aside.

Irrespective of the source, the building owner is likely in my opinion to continue to maintain their asset irrespective of the source of money, leaving the same revenue after maintenance costs available for other purposes.

- Digital Billboard Revenue - I do wish to note that only a portion of the digital billboard revenue goes to the building owner, in this instance a charity and therefore the charitable benefits are limited as others non charitable interests also receive revenue including the likes of GoMedia and advertisers which are not charities.
- Community Advertising - In my experience, community messages are commonplace on billboards around the city and therefore need not form a condition of consent. It is common to see public services announcements such as road safety or others being advertised on digital billboards without any condition relating to community benefit.
- Time and Temperature - I note there is some nostalgia value as noted in submissions to view the time and temperature. But none of the submitters specifically mentioned the advertising or signage itself. I do not consider the need to view time and temperature as a positive effect / public benefit as this information is readily available elsewhere such as phones, car dash boards and smart watches.

Adverse Effects

- I therefore have considered the nature of adverse effects, in lieu of any substantial public benefit. I note these matters as subjective and views of what is an attractive streetscape / townscape or of heritage value can vary significantly.
- Streetscape / Townscape - I have considered the evidence of the applicant, Ms Duffell and Boffa Miskell, and concur with the views of Ms Duffell and Boffa Miskell. In considering the effects on streetscape / townscape, I considered the effects to be unacceptable. I form this view based on my own experience as a professional planner in considering urban environments for over 18 years. I also have extensive experience in consideration of digital billboards in Wellington, and have recommended both to grant and decline consent. I noted specifically that billboards by nature are designed to attract attention and convey a message. Drawing from recent experience in Brisbane, digital billboard dominated the skyline, particularly at dusk. I also draw comparison to a TV or advertising in a restaurant or takeaway which draws your attention, both from the nature of light, but the changing of images. My view is that a digital billboard will both detract and draw attention away from the appreciation of other aspects in the immediate environment and will draw attention to the rooftop, rather than the surrounds. I also consider the billboard detracts from the architectural features of the building, namely the building top and above the parapet.

- Heritage - I have considered the advice of Ms Stevens and Mr Luzzi, and for similar reasons consider the effects detract from the heritage values of the building.
- Comparisons to Historic Signage and Other Signs in Area - I also do not consider the signage to be similar to that previous signage. It only displayed logo and was cut out with sky visible behind. I note that in this area of town, the predominate signage is just that, cut out logos on the top of buildings, often with naming rights. Note Stantec and ANZ signage visible from the hearing, and Nova Energy signage visible from Post Office Square. A logo or lettering that is static over time blends into the landscape and you eventually forget it is there. A digital billboard is a flat, blank surface with no sky visible, with adverts rather than just a logo, and it changes every 8 seconds, drawing your attention constantly, rather than it blending into the background.
- Billboard Imagery – Digital advertising signs are meant to distract to convey a message. It is also human nature to be drawn to changes in the environment. If they weren't distracting, they'd be of limited commercial value.

Planning Framework

- ODP / PDP - I have carried out an assessment against the ODP. I note the question regarding the status under the PDP. I consider the PDP mirrors much of the provisions of the ODP. The only substantial differences are that the digital signage under the PDP would be Discretionary, not Restricted. However, as this rule does not have any immediate legal effect and subject to Schedule 1 processes, I consider it has limited weight. The rule SIGN-R6 that has immediate legal effect does not offer any materially new policy or matters of discretion from the ODP and therefore not particularly relevant. The permitted standards merely mirror the ODP including provisions relating to restrictions of signage above the parapet (standard 13.6.4.1.2) I consider the policies and objectives of the ODP, which relate to urban design and heritage and consider for the same reasons that the effects are unacceptable, to be contrary to the ODP and PDP.
- Change 1 RPS - I agree that the RPS is reflected on the ODP and PDP and therefore not relevant. I agree with the evidence of Mr Aburn in that change 1 to the RPS doesn't relate to signage.
- NPS-UD - I note the NPS-UD was raised. I do not agree that the NPS-UD is particularly relevant with regards to heritage and streetscape / townscape effects. Policy 6 relates specifically to the 'planned environment' and in this regard, I do not consider the planned environment to include third party advertising signage on heritage buildings, nor signage above the parapet. I therefore do not consider Policy 6 to be relevant in that instance. Further, the NPS-UD is primarily focussed on enabling intensified housing, rather than third party advertising. Where it is of some limited application is in regards to consideration of effects on the Intercontinental Hotel in that it Policy 6 states

that the planned urban built form may involve significant changes to an area, and those changes may detract from amenity values appreciated by some people, but improve amenity values appreciated by others including increased and varied housing densities and types and that this change in itself is not an adverse effect. I consider this relevant in regards to the InterContinental Hotel in that it is in an Central Area environment which experiences changes, and that the amenity appreciated by guests of the hotel itself, may change and that the change in itself is not necessarily an adverse effect.

- Heritage policy - I do not consider the need to maintain a heritage building to be grounds to consent the proposal, as the policy direction is rather clear that signage, specifically third party, is discouraged. If it were the case to fund heritage upgrades, the plan provisions would vary and therefore more permissive. I note that advertising signage where not on a heritage building is permitted up to a certain size (20m²) whereas only signage relating to the building name, owner or occupant is permitted on a heritage building (15m²).

Other Matters

- InterContinental Hotel – As stated, I consider it likely that most guests would seek darkness at night and would close their curtains or blinds. I also consider light to be a regular aspect of staying in a city and note that lighting on signs can be controlled. I therefore did not consider the Intercontinental Hotel adversely affected.
- Embassy Theatre – I was not the processing planner on the Embassy Theatre and had I been, I may of come to a different conclusion. I also note the nature of that environment, as mentioned by Ms Duffell to vary considerably to this environment.

Conditions

- Maintenance fund - In regards to proposed conditions, as mentioned I do not see a need to reserve funds by conditions for maintenance as I consider this would be carried out, as it has historically been the case, regardless of the signage. It is therefore immaterial whether the funds to maintain the building from general revenue or a reserve fund. Either way, the same amount of money would be available for charitable or commercial purposes should ownership change, irrespective of a condition of this nature.
- Limits to Third Party Advertising - With regards to condition 5, I consider it not necessary as any third party advertising needs consent in any case and therefore no need to limit this by way of condition as it duplicates the District Plan and would therefore need both a s127 and new consent to place third party advertising.
- Community Content - As stated I consider this common place on signage around the city and therefore do not need to further lock in a % of time be limited to community signage.

- Dwell Time - This is both a traffic and heritage aspect, in that the change itself draws the eye. The longer the change, the less probability a passing driver will see the change reducing the traffic effect of the change being distracting, or in the case of streetscape / heritage, dominating or drawing the eye to the signage. I do not consider there to be an acceptable dwell time, but if the commissioner is minded to grant consent, the dwell time be as long as possible.

Minute 3 Response

- I have provided a response to Minute #3 and specifically note that the Embassy is very different context to this site and the signage on this building. In particular, the commercial nature of Courtenay Place and sunset clause of 8 years. I have provided copy yesterday.
- In considering the matter further regarding existing use rights for the framing, I also wish to change my view in that I now consider the framing itself may have existing use rights. I consider this in a similar way that an activity within a building, may lose existing use rights, but that the building itself may remain in place. This is similar analogy to the signage, in that I have, and nearly everyone present today in opposition, have expressed a view that some signage, such as cut-out lettering or building naming rights, may be acceptable and that this could, attach to the existing framing.
- I would be happy to take any questions.

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