



# Porirua Adventure Park Proposal to Lease May 2019

We'd like to hear your thoughts  
on the proposal to lease Council land  
for the Porirua Adventure Park

# Summary of the proposal

The Porirua Adventure Park is being proposed by Select Contracts NZ Ltd, trading as Porirua Adventure Park Ltd Partnership. Select Contracts NZ Ltd specialises in leisure and adventure parks around the world.

The proposal sees the Porirua Adventure Park's base station located in the grounds of Spicer Botanical Park, a recreation park surrounded by mature exotic trees at the foot of Te Ara a Rangituhi. The top station compound is on the Te Rāhui o Rangituhi recreation reserve.

Before Porirua Adventure Park Limited Partnership can proceed with building the Porirua Adventure Park it needs to obtain a number of consents and concessions, and approval to lease Council owned land.

This proposal specifically relates to the granting of the lease. The proposed lease(which also includes a licence and easements) would be for a term of 33 years and is subject to, amongst other things, consultation (under the Local Government Act 2002).

Following consultation (submissions and hearing), the Council will make a final decision on whether or not to grant the lease to Porirua Adventure Park Ltd Partnership.



Figure 1. Artist's rendering of the Porirua Adventure Park Base Village. Source: Select Contracts

# How to have your say

## Key dates

May  
**16**  
Consultation opens

June  
**07**  
Consultation closes

July  
**03**  
Submitters  
present to Council  
(if required),  
and Council deliberate

## Making a submission

You can find hard copies of this proposal at Porirua City libraries, and at our front counter at Customer Services, Ground Floor, BNZ Building, 14 Hartham Place, Porirua.

There are several ways you can have your say:

### Go online

You can submit through [our submissions portal](#)<sup>1</sup> on our website.

### Email us

Send us an email at [adventure.park@porirucity.govt.nz](mailto:adventure.park@porirucity.govt.nz) with “Adventure Park Lease Proposal 2019” in the subject line.

### Visit us

If you don't have access to a computer, you can pick up a hard copy at our front counter at 14 Hartham Place or ask at any of our city libraries. You can fill the form out and submit it at the same place.

### Mail us

You can post your completed submission form to:

Adventure Park Lease Proposal 2019  
Porirua City Council  
PO Box 50218  
Porirua 5240

### Your privacy

All submissions are public information. This supports our drive to be as transparent as possible, but, if there are any personal details you don't want made public, please let us know.

## Find out more

If you have any questions, or would like a little more information, please drop us a line at [adventure.park@porirucity.govt.nz](mailto:adventure.park@porirucity.govt.nz), or give us a call on 04 237 6384.

<sup>1</sup> Visit: [porirucity.govt.nz/adventure-park-consultation](http://porirucity.govt.nz/adventure-park-consultation)

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## 1. Purpose of this document

- 1.1. The purpose of this document is to provide information about the Porirua City Council's (the Council's) proposal to enter into a formal lease arrangement with Porirua Adventure Park Limited Partnership (PAPL) and to seek the public's views on this proposal. This proposal describes the impacts and benefits of the proposal as a whole for the Porirua community and the Council. Detailed impacts on Spicer Botanical Park are presented in Appendix 3.

## 2. What is the Porirua Adventure Park?

- 2.1. The Porirua Adventure Park (the Park) will be New Zealand's newest adventure park, offering an array of activities, located on the western hills and surrounding area of Porirua's Te Rāhui o Rangituhi.
- 2.2. The Park is being proposed by Select Contracts NZ Ltd, through its project vehicle of Porirua Adventure Park Limited Partnership, that specialises in leisure and adventure parks around the world.
- 2.3. The proposal sees the Park's base station located in the grounds of Spicer Botanical Park, a recreation park surrounded by mature exotic trees at the foot of Te Ara a Rangituhi. The top station compound is on the Te Rāhui o Rangituhi Recreation Reserve.
- 2.4. A gondola is proposed to carry visitors up Rangituhi where they will take in the views or choose to mountain bike, walk or run the various trails. A zipline ride is an alternative way down. There will be a fee to use the gondola and zipline, but the trails will still be free to use by the public.
- 2.5. A café will be built at the bottom of the chairlift with another café at the top.
- 2.6. Free access to the public areas of the park will be largely retained, with the option to pay to use the new facilities like the gondola, zipline, wave simulator or cafés. There will be some restrictions on public access during construction and some limited rights to refuse admission or remove persons in defined circumstances including PAPL's reasonable operational requirements.
- 2.7. The proposal for the park includes the activities and uses detailed in Appendix 1. You can see more detailed maps and drawings on our [website](#)<sup>2</sup>.

## 3. What are we asking and why?

- 3.1. You may be aware that this idea has been around since 2016. The Council was originally approached by a company (who has now set up Porirua Adventure Park Limited Partnership, or PAPL) about the possibility of developing an adventure park in Porirua. There has been significant progress as PAPL has developed the idea from an early concept to a full-blown proposal.
- 3.2. For the proposal to become a reality, there are quite a few different regulatory approvals that PAPL needs to obtain. These include the following approvals, **and this consultation proposal is about the last of these:**
  - 3.2.1. Resource consents under the Resource Management Act 1991 from both this Council and Greater Wellington Regional Council;

<sup>2</sup> See Appendix 2 of the Land Use Consent Application, available at [https://porirua.govt.nz/documents/1955/Appendix\\_2\\_-\\_Application\\_Drawings.pdf](https://porirua.govt.nz/documents/1955/Appendix_2_-_Application_Drawings.pdf)

- 3.2.2. A Concession from the Department of Conservation under the Conservation Act 1987 in respect of Rangituhi / Colonial Knob Scenic Reserve;
- 3.2.3. Approvals from the Joint Venture Partner (Wellington City Council) for use and lease of Joint Venture land (Landfill); and
- 3.2.4. **A lease, plus associated licences and easements from the Council over reserve land, including part of Porirua Scenic Reserve, part of Spicer Botanical Park and Te Rāhui o Rangituhi Recreation Reserve under the Reserves Act 1977, over freehold Council land (being another part of Spicer Botanical Park), and the joint venture landfill land (The Lease).**

### What are Council's statutory obligations?

Section 12 of the Local Government Act 2002 gives Council the power to enter into undertakings such as the leasing of non-reserve land providing it is in the interests of its community.

Sections 54 and 56 of the Reserves Act 1977 make provision for the grant of leases and licences for the carrying on of any trade, business or occupation on recreation and scenic reserves respectively if the trade, business or occupation is necessary to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve.

Section 48 of the Reserves Act 1977 makes provision for the granting of rights of way and other easements over reserves.

Section 138 of the Local Government Act 2002 requires Council to consult with the community over any decision to dispose of land held as a "park" by the Council. The Local Government Act treats a long-term lease of a park as a "disposal". This section applies to the area proposed to be leased at Spicer Botanical Park, and parts of the adjacent landfill land.

Section 78 of the Local Government Act 2002 requires Council to consider the views and preferences of people likely to be affected by or have an interest in the matter.

The Council in making any decision will be guided by the purpose of local government, its role, and will act in accordance with the principles in Section 14 of the Local Government Act 2002.

### 3.3. Where is the lease and licence area?

- 3.4. The Adventure Park is proposed to be built mostly on Council-owned and administered land based at Spicer Botanical Park. Some of the land is reserve; other parts are park, Council freehold land, and joint venture land (used for the landfill). The remainder of the Park would be on Scenic Reserve administered by the Department of Conservation. A plan is included in Appendix 1.
- 3.5. The area proposed to be leased (as opposed to licensed) within Spicer Botanical Park and adjacent Landfill land is small (3,139m<sup>2</sup>). This provides the park operator with exclusive rights over facilities where they need to retain control for commercial reasons (such as the café and retail areas) or for health and safety reasons (the base of the zipline, gondola towers). The proposal does however provide a licence over a wider area of Council administered freehold

land (14.692ha) that will enable Porirua Adventure Park to provide car parking and access as well as recreational activities in this area. Easements for services will also form part of the proposed lease, and these will be further defined as more detailed design is completed once approvals are in place.

- 3.6.** The lease and licence proposal also extends over Te Rāhui o Rangituhi Recreation Reserve, and the license over part of Porirua Scenic Reserve, which are classified reserves under the Reserves Act 1977. The Council will need to consider whether the proposal is consistent with the provisions of the Reserves Act as part of its decision making, but because the proposal has already been considered through a publicly notified resource consent process, the Council is not required by the Reserves Act itself to consult again on these matters. (Refer Sections 54(2A) and 56(3) of the Reserves Act 1977).

### **What does this mean for Spicer Botanical Park?**

The Council describes Spicer Botanical Park informally as a reserve under its reserves policy. It has been previously managed as a natural area, with a focus on the arboretum of exotic tree species.

The Council has sought the following outcomes for Spicer Botanical Park:

- Improve the arboretum through on-going specimen plantings.
- Provide carparking.
- Provide landscape appreciation, walking and cycling opportunities.
- Establish as a dog exercise area.
- Safeguard the reserve as a contributor to Porirua's Western Green Belt and retain access connections to Colonial Knob Scenic Reserve.
- Co-operate with Wellington City Council to develop a destination hub for recreation involving and integrating recreation management of the Spicer Botanical Park, the lower Spicer Landfill land, and adjacent plantation forest land.

Overall the proposal is largely consistent with these outcomes – the changes proposed are more ones of scale.

## **4. What would the lease cover?**

- 4.1.** The proposed lease document would cover all legal aspects of the use of Council land, including the licence areas, and easements. Easements are yet to be fully defined and will not be until detailed design is complete and location of services identified. Key details of the Lease can be found in Appendix 1, along with a plan of the lease and licence areas map. Importantly, the Lease:
- 4.1.1.** Provides for a series of commercial activities (such as a café, the gondola, and zip line);
  - 4.1.2.** Is conditional on statutory processes being completed (such as the provision of resource consent, and the Local Government Act process, which this proposal is part of);
  - 4.1.3.** Requires public access to the license area to be maintained.

## 5. How does this proposal relate to the Resource Management Act hearings conducted in March?

- 5.1. The proposal to lease is different to the resource consent decisions. Resource consents focus on the environmental impacts of proposal, but not the land ownership/management decisions of the Council. The current proposal involves a potential decision of the Council to lease, licence and grant easements involving reserves, a park and landfill land.
- 5.2. Most recently the idea of the park has been tested through the Resource Management Act (RMA) processes, with the **land use consent decision** released by Independent Commissioners on 3 May 2019<sup>3</sup>.
- 5.3. In a situation where an adventure park like this was to be built on privately owned land, relationships such as lease agreements between the landowner and the park operator would be up to the parties to sort out. You may have heard of the Christchurch Adventure Park, which is built on privately owned land.
- 5.4. The Porirua Adventure Park is proposed to be built on publicly owned and managed land, and so the Council is asking for your thoughts on whether the lease proposal in favour of a privately-owned organisation is in the community's best interests.

## 6. How else could we build an adventure park?

- 6.1. We have been building and extending walking and mountain bike tracks in Spicer Botanical Park, and in our reserve lands for many years with support from the public. Council has long recognised the value and the opportunity of such facilities and had previously allocated significant funding through its capital works programme for that purpose.
- 6.2. We have been looking for ways to further extend Porirua's recreational offerings, to better cater for a growing demand for outdoor activities, especially mountain biking, and to promote Porirua as a destination.
- 6.3. There are other ways we could achieve the objective of the development of an adventure park in the District. These options are presented below. Council is not considering these options at this stage.

<sup>3</sup> Porirua City Council (2019). *Decision of Panel of Commissioners – Porirua Adventure Park Limited Partnership*. Retrieved from [https://porirua.govt.nz/documents/2546/Decision\\_of\\_Panel\\_of\\_Commissioners\\_-\\_Porirua\\_Adventure\\_Park\\_Limited\\_Partnership.pdf](https://porirua.govt.nz/documents/2546/Decision_of_Panel_of_Commissioners_-_Porirua_Adventure_Park_Limited_Partnership.pdf)

Option	Advantages	Disadvantages
<p><b>1 Council could continue to add to the network of tracks it has already</b></p> <p>Over time, Council could continue to add to and extend its current tracks. Council has made no provision for further extension of the current network of approved tracks through its Long Term Plan.</p>	<p>Serves the local, and to an extent, the broader mountain-biking community of the Wellington region as people come to ride our tracks and enjoy our parks and reserves.</p>	<p>Requires Council to set aside more funds, for both development and maintenance over time, potentially impacting on other Council initiatives.</p>
<p><b>2 Council could decide to undertake a full-on development itself and put in its own adventure park</b></p> <p>Requires Council to commit to major investment and development. Unlikely without significant external investment.</p>	<p>The park would be wholly Council owned and managed.</p>	<p>Requires Council to prioritise the Park for ratepayer funds and would require us to devote an entire section of council business to developing and running an adventure park.</p>
<p><b>3 Council could go out to the development community and ask for proposals</b></p> <p>Test the market and see what ideas are out there for other operators to develop an adventure park on our behalf.</p>	<p>The cost and risk are assumed by a commercial party with experience in running a venture like the Adventure Park.</p>	<p>This would require the Adventure Park planning process to start again, including considerable expenditure re-running negotiations and resource consent applications.</p>

**6.4** Experienced developers of adventure parks are few and far between. While there are other people out there who have built adventure parks, and other people out there who have built facilities with similar facilities (such as ski field operators), and other people out there who might be interested in developing a park, there are few with the experience of a park of this kind in New Zealand. Select Contracts NZ Ltd has built an adventure park in New Zealand conditions before, is familiar with New Zealand's processes, and is a subsidiary of an international company with a track record in building adventure parks.

**6.5** Council was approached in 2016 by the developers. While Council could, at that stage, have sought other offerings and ideas, it opted to test the option with Porirua Adventure Park Limited Partnership, on the basis that it had an interested, competent and viable developer and operator.

This consultation is a continuation of that testing process.

## 7. What has Council's role been to date?

**7.1.** Council has been engaging with the proposed park operators since the proposers approached Council in 2016. There are a number of things we had to do to get the proposal this far.

These include:

- a) Due diligence into the competency, capacity, and track record of the developers;
- b) An **economic assessment** of the potential benefits that the Adventure Park could provide to Porirua and the broader region conducted by MartinJenkins<sup>4</sup>;
- c) Agreement for PAPL to take over the development and maintenance of existing tracks within the Park;
- d) Agreements and approvals as Joint Venture Partner (with Wellington City Council) over parts of the landfill (specifically access, and the use of the “borrow” area);
- e) Development of track building and maintenance guidelines for the Rangituhi/Colonial Knob area;
- f) A time-limited conditional agreement to provide a guarantee for PAPL of up to \$4M (in respect of PAPL's debt for the project). This will assist PAPL to raise bank debt, and support fund-raising;
- g) A draft agreement to enter into the lease once certain conditions have been met, including consultation with the community about the decision to lease land at Spicer Botanical Park, and about the proposal more generally.

**7.2.** Early in the process, Council adopted a set of guiding principles. These are as follows:

- *There will not be a negative financial impact on Council<sup>5</sup>*
- *The development and operation of the Adventure Park will not adversely impact on the operation and usage of Council assets and infrastructure*
- *The amenity values of the land will not be negatively compromised*
- *Public access to and recreational use of Rangituhi/Colonial Knob will be enhanced.*

**7.3.** None of these steps mean that Council has already made up its mind about the proposal – rather they form part of the effort required to get the concept to a point where we can step back, consult with the public, and decide whether this proposal is in the best interests of the Porirua community.

## 8. What would Council's role in the Park be if it went ahead?

**8.1.** If we agree that this Park proposal is in our community's best interests, Council will have the following responsibilities:

### **8.1.1. Landlord, regulator, supervisor**

Council will be responsible for ensuring conditions of the lease and the land use consent (the main RMA consent) are adhered to;

<sup>4</sup> MartinJenkins (2018). *Economic Impact Assessment of Porirua Adventure Park*. Retrieved from [https://poriruacity.govt.nz/documents/2484/Attachment\\_7\\_MJ\\_Economic\\_impact\\_assessment\\_of\\_Porirua\\_Adventure\\_Park\\_-\\_Final\\_R\\_XSw88FS.pdf](https://poriruacity.govt.nz/documents/2484/Attachment_7_MJ_Economic_impact_assessment_of_Porirua_Adventure_Park_-_Final_R_XSw88FS.pdf)

<sup>5</sup> Council considers the risk of PAPL defaulting on the loan to be low. See section 10 'What are the risks?' for further detail.

### **8.1.2. Supplier of key infrastructure**

Council will, as in nearly every development, be the supplier of water, sewage infrastructure, and roading and transport infrastructure to the boundaries of the Park;

### **8.1.3. Steward of public resources**

As well as landowner and regulator, Council will also continue to be responsible to the Porirua community for its overall management of parks and reserves for Porirua, and what the role of the Park will be in delivering community needs;

### **8.1.4. Promoter of visitor experience**

While the promotion of the Park to potential users will be the responsibility of the park operators (PAPL), Council nevertheless has an overall responsibility to promote Porirua and its facilities more generally to its community, and to visitors to Porirua. This supports Council's strategic priorities for the city;

### **8.1.5. Guarantor**

As noted above, in order to assist with the financial viability of the proposal, Council has conditionally agreed to provide a guarantee of the bank debt of PAPL to be borrowed to finance the development, up to a maximum of amount of \$4M. Council provided this conditional agreement in order to support the advancement of the proposal, and to recognise the benefits that an adventure park would bring to the community. It is likely that this guarantee will be provided if the development proceeds. Council would therefore be bound by this commitment in accordance with the terms and conditions of the guarantee, once given.

## **9. What would the benefits be to the Porirua Community?**

A wide-ranging assessment of the benefits was considered in [a report Council commissioned](#) from MartinJenkins<sup>4</sup> (a consultancy experienced in this sort of analysis). A summary of these benefits is presented below.

### **9.1. Economic benefits – putting Porirua on the map**

**9.1.1.** According to the MartinJenkins assessment, construction benefits to GDP for Porirua alone will be \$8.3 million, creating 100 jobs. The benefits during operation are expected to generate \$9.6 million of GDP for the city each year, with 148 jobs. MartinJenkins also assessed a minimum of 80,000 additional visitors each year to the city.

**9.1.2.** Porirua is not currently seen as a major tourist destination. The Park presents an opportunity to establish Porirua as a destination for mountain biking within New Zealand—with servicing, sales, and a venue to establish the park (and Porirua) as a centre of excellence for the sport. This allows Porirua to attract other outdoor biking and recreation events and presents opportunities to tie in with conference offerings at Te Rauparaha Arena. The Adventure Park also offers activities beyond mountain biking – the surf simulator, zipline, and gondola – some of which are not currently available in Porirua or the Wellington region.

**9.1.3.** The economic assessment identified the opportunity for other businesses to make the most of the increased visitor numbers, which will grow demand for additional accommodation and hospitality services. Beyond this, the park itself offers several spin-off opportunities, like hosting weddings and other special events at the Top Station café area. Including the Adventure Park in the Wellington Regional Economic Development

Agency's (WREDA) portfolio gives the opportunity to strategically market Porirua City and leverage the expertise within WREDA to maximise the potential economic opportunities of the park.

**9.1.4.** Leasing and licensing the land will allow Council to receive revenue and rates off land which previously generated little or no revenue. This allows the allocation of Park revenue to enhance development of the Council's parks programme.

**9.1.5.** The panel of Commissioners found that there will be significant economic benefits to Porirua City and the Wellington region – citing increasing local opportunities for employment as an important benefit<sup>6</sup>.

## 9.2. Improved visitor experience

**9.2.1.** Access to the area will be enhanced, maintaining free access to existing trails along with new trails. New trails will allow the public to get to parts of the Park they couldn't access before. Visitors with impaired mobility will get to enjoy the scenic views by taking the gondola to the top of the park – the climb will no longer be a barrier to enjoyment.

## 9.3. Enhancing the Park

**9.3.1.** PAPL and the Council will jointly undertake replanting, restoration, and trapping programmes in the Park, enhancing the natural environment and allowing native flora and fauna to flourish. The net benefit to native flora is expected to be positive with removal of pine trees and pest species. These restoration efforts will be more intensive if Council is sharing the cost with PAPL. Increased access to the Park will also encourage locals to engage with conservation efforts and protection of the Park and reserves.

**9.3.2.** Livestock currently in the Reserve will be excluded on approval of PAPL, aiding restoration efforts.

## 9.4. Health and wellbeing

**9.4.1.** The Council wants Porirua to be a healthy, connected city, which underlies the priorities in Council's most recent **Long Term Plan**<sup>7</sup>. The Park will be a key attraction amongst the district's range of outdoor recreation options and a promoter of an active lifestyle. The Commissioners found that the proposal will encourage increased physical activity of the local and regional population and will overall provide considerable benefits to the health and wellbeing of the population<sup>8</sup>.

## 9.5. Tourism

**9.5.1.** The Council anticipates that the Park will help put Porirua "on the map" and attract visitors to our city. This was reinforced by the findings of the Commissioners on the land use consent for the Park, who found the Park will:

**9.5.2.** (a) Increase regional and inter-regional tourism that will benefit Porirua City as a tourism destination;

**9.5.3.** (b) Provide facilities and services that will enhance the reputation of the Wellington Region as a tourism facility and provide much needed service facilities for those tourists.

6 Porirua City Council (2019). *Decision of Panel of Commissioners – Porirua Adventure Park Limited Partnership*. (pp. 73). Retrieved from [https://poriruacity.govt.nz/documents/2546/Decision\\_of\\_Panel\\_of\\_Commissioners\\_-\\_Porirua\\_Adventure\\_Park\\_Limited\\_Partnership.pdf](https://poriruacity.govt.nz/documents/2546/Decision_of_Panel_of_Commissioners_-_Porirua_Adventure_Park_Limited_Partnership.pdf)

7 Porirua City Council (2018). *Long Term Plan 2018–38*. Retrieved from <https://poriruacity.govt.nz/long-term-plan/>

8 Porirua City Council (2019). *Decision of Panel of Commissioners – Porirua Adventure Park Limited Partnership*. (pp. 72). Retrieved from [https://poriruacity.govt.nz/documents/2546/Decision\\_of\\_Panel\\_of\\_Commissioners\\_-\\_Porirua\\_Adventure\\_Park\\_Limited\\_Partnership.pdf](https://poriruacity.govt.nz/documents/2546/Decision_of_Panel_of_Commissioners_-_Porirua_Adventure_Park_Limited_Partnership.pdf)

## 10. What are the risks?

Any venture of this type carries a level of risk. The key risks are set out in the table below:

Risk	Commentary	How can this be managed
<b>10.1.</b> Approvals and consents not secured, or not viable	Decline of the Concession under the Conservation Act, or resource consents from GWRC, or appeals, could result in the project being cancelled or significantly revised.	This is in the hands of the applicant. The Council is, however, through this process, ensuring that unnecessary timing barriers are not created that will adversely affect the proposal.
<b>10.2.</b> Council declines to lease	Council has sole discretion whether to lease or not.	Project would be cancelled.
<b>10.3.</b> Sufficient investment is not secured to make the project viable	The applicant will need to raise capital to establish the Park. This is a matter for PAPL, but in order to access the Council guarantee, PAPL must raise an agreed proportion of equity.	If insufficient capital is raised, the project will not proceed.
<b>10.4.</b> Costs of construction rise	If costs rise significantly, this will undermine the viability of the Park.	This challenge will always exist. The Council has identified a ceiling cost, beyond which the Council and the developer would need to return to the drawing board and reconsider the proposal. If the park cannot be made viable in the form proposed, it will not proceed.
<b>10.5.</b> Insufficient patronage	The Park does rely on significant numbers of visitors (80,000 plus) to make the Park viable.	Council will be involved with supporting marketing through its normal marketing of Porirua as a destination, and improving linkages to the Park for local users.
<b>10.6.</b> PAPL ceases to be financially viable	The applicant will be investing significant capital in the development of the Park, including tracks, buildings and infrastructure. PAPL expects to finance this investment through both equity and bank debt. If PAPL defaults on its debt obligations the Council's guarantee of PAPL's bank debt could be called on. At the very worst this could require the Council to pay \$4m to PAPL's bank lenders (for which it would receive little in return).	It is a condition of the lease that the Council is satisfied that it has obtained appropriate step-in rights. These rights will need to be negotiated with third parties, but it is anticipated that in an enforcement scenario the Council will have rights to purchase the bank debt from the PAPL's bank, and/or purchase PAPL's assets. This would provide the Council with further options (as opposed to just paying under the guarantee), and may enable the Council to take over the running of the Park if it chose to, or on-sell to another party. The Council will also not be obliged to provide its guarantee, where the capital cost and debt exceed agreed thresholds. This will help to limit the Council's exposure.
<b>10.7.</b> PAPL defaults on key project contracts	In addition to the lease, PAPL will need to enter into contracts with various counterparties in order to procure the construction, maintenance and operation of the Park. If PAPL defaults under those contracts, the viability of the project may be adversely affected.	As noted above, it is a condition of the lease that the Council is satisfied that it has obtained appropriate step-in rights. These rights will need to be negotiated with third parties, but it is anticipated that (in a worst-case scenario) the Council will have the right to step into PAPL's key contracts to remedy defaults.

Risk	Commentary	How can this be managed
10.8. PAPL defaults on the lease	PAPL will have various obligations under the lease, as is customary for a lease of this nature. As with any counterparty, there is a risk that PAPL may default on those obligations.	The proposed lease contains normal terms and conditions in relation to tenant default. These include rights for the Council, as landlord, to terminate the lease. The lease provides that, upon termination, all PAPL's improvements on the land can be retained by the Council.
10.9. Hazard events damage facilities	Natural hazards, such as storm events, fire, or earthquake could significantly disrupt operation of the Park. Potentially Council could be exposed to risk if damage was so great that the operator became insolvent and/or walked away, leaving Council with a liability.	The applicant is required to carry appropriate insurance. Events like this are a hazard to existing structures and tracks, and any investments.

## 11. How would having the Park impact on the work of Council?

### 11.1. Impact on Council Parks and Reserves

- 11.1.1.** Prior to the development of the Adventure Park concept, Council had committed significant funds to developing walking and mountain biking tracks for public use over the reserves and Spicer Botanical Park to support recreation activity in Western Porirua. This work programme is largely complete. The Adventure Park will add significantly to the offerings in this part of Porirua and PAPL will take over the management and maintenance of the existing trail network within the Adventure Park.
- 11.1.2.** If the Park proceeds, Council anticipates that there will be pressure on link trails and tracks as more users seek to access the Park from Porirua and from Wellington. Depending on the level of use, this may mean Council will need to improve the quality of access for cyclists and walkers to provide convenient and safe access, particularly up Broken Hill Road to the Adventure Park. Some maintenance requirements will very likely be increased.
- 11.1.3.** There will be no impact on other parks and reserves activities, or on walking and mountain bike track development in other parts of Porirua.

### 11.2. Impacts on roading networks

- 11.2.1.** Increased visitor numbers will place pressure on existing roads and intersections. We are working on **improvements to the Kenepuru corridor** to both manage the impacts of Transmission Gully and associated traffic, and the development at Kenepuru Landing<sup>9</sup>. This work will proceed whether or not the Park proceeds, and Council's assessment is that any impacts of the Park will be accommodated within these changes. This matter was canvassed in detail in the land use consent decision released on 3 May 2019<sup>3</sup>.

<sup>9</sup> Porirua City Council (2019). Kenepuru Corridor. Retrieved from <https://poriruacity.govt.nz/your-council/city-projects/kenepuru-corridor/>

### **11.3. Impacts on Council facilities**

- 11.3.1.** The Park will be providing car parking (including disabled parking) within the licence area. Council will be a provider of services – being water supply and sewerage to the boundary. These will be under Council’s normal conditions of service.
- 11.3.2.** The Park includes land that is held in joint venture with Wellington City Council for the landfill. A former landfill “borrow” area will be redeveloped for use as a carpark, and the proposed zip-line will cross over the landfill access road. New “borrow” areas have been identified and resource consents have been sought for this purpose.

### **11.4. Impact on the locality, including landscape, waterways and water quality**

- 11.4.1.** The environmental impacts of the proposal have been widely canvassed in the land use consent decision process, and it would be unhelpful to all parties who put a great deal of effort into that process to duplicate the process here. If you wish to look more into the information that supported that decision it can be found on our [website](#)<sup>10</sup>.

### **11.5. Financial implications for the Council – will this impact on rates?**

- 11.5.1.** The Council has approached this project on the basis that it should be at least cost-neutral for the Council and the Porirua community. This means that the costs associated with the project should at least be balanced out by the income Council would receive from the Adventure Park over time.
- 11.5.2.** There will be costs in the initial years. Council staff must supervise activities, and ensure that works such as track building, site clearance for buildings and towers are undertaken in accordance with conditions of the resource consents, the lease, licence and easement conditions, and the Access Track Maintenance Agreement (ATMA) for Farm Road (the access track to Colonial Knob). Further, we are taking the opportunity to enhance the area with revegetation and tree planting, which accelerates our future vision for the reserves and Spicer Botanical Park. This work will be undertaken jointly with Porirua Adventure Park Limited.
- 11.5.3.** This is partially off-set by a reduction in effort that we currently spend maintaining and upgrading walking and mountain biking tracks in the area.
- 11.5.4.** We cannot definitively say that there will be no extra costs, particularly in the early phases of development. Opportunities may arise during the next phases where we may be able to improve our reserves, facilities or the environment associated with the development works.
- 11.5.5.** Council has however undertaken to work within its existing funding to the extent reasonably possible with no additional calls on rates.
- 11.5.6.** There remains the risk that the guarantee could be called upon and other costs arise in the event of insolvency. In this event, Council would work to find another party either take over the park and run it as a going concern on similar conditions as required for PAPL, or sell off the assets and recover the Councils underwrite as far as possible.

<sup>10</sup> Porirua City Council (2019). Porirua Adventure Park. Retrieved from <https://poriruacity.govt.nz/your-council/getting-involved/public-consultation/porirua-adventure-park/>

## 11.6. How the proposal aligns to the purposes of the Reserves Act and Reserves Management Plans

**11.6.1.** The panel of Independent Commissioners for the land use consent assessed the proposal against the provisions of the Reserves Act, and Conservation Strategies. The key findings are reproduced in the text box below. The full text of the discussion around the Reserves Act considerations can be found in the land use consent decision<sup>3</sup>.

The Independent Commissioners found the following (Sections 7.2 and 7.4 of the land use consent decision)

### **7.2 Reserves Act and Reserve Management Plans**

**7.2.1** We consider that the Proposal, to the extent that it falls within the Te Rāhui o Rangituhi Recreation Reserve:

- (a) Implements the statutory purpose for recreation reserves set out in the Reserves Act, Section 17.
- (b) Is consistent with the Porirua City Reserves Management Plan Volume 1 (General Policies).
- (c) Implements the Porirua Outdoor Recreation Plan (2016).

**7.2.2** To the extent the Proposal is located within the Porirua Scenic Reserve we consider that the Proposal:

- (a) Meets the purpose for scenic reserves in the Reserves Act, Section 19(1)(a).
- (b) Is consistent with the Porirua City Reserves Management Plan Volume 1 (General Policies).
- (c) Implements the Porirua Outdoor Recreation Plan (2016)

### **7.4 Wellington Regional Trails Strategy**

**7.4.1** We consider that the Proposal is in complete alignment with and implements the Wellington Regional Trails Strategy.”

**11.6.2.** Sections 54 and 56 of the Reserves Act provide that the Council is not required to consult on any proposal to lease or licence following the granting of any appropriate publicly notified resource consent in accordance with Part 6 of the Resource Management Act 1991. These provisions avoid the necessity for public being consulted under the provisions of Sections 119–121 of the Reserves Act 1977 on the same proposal. The Council is still obliged however to give full consideration of Reserves Act matters when considering whether to approve the lease proposal.

**11.6.3.** A more detailed assessment against the Reserve Management Plan is provided, as part of the consideration of the Proposal to Lease, which requires us to look at impacts other than the environmental impacts.

**11.6.4.** Porirua City Council’s Reserve Management Plan contains policies that set out how a proposal of this nature should be considered. These policies have guided the development of conditions of the draft lease.

**11.6.5.** The Adventure Park is an activity requiring specific authorisation of the Council.

**11.6.6.** The policies of the **Reserves Management Plan**<sup>11</sup> set out general principles for assessment of any proposal that requires authorisation. An analysis of the proposal against those principles is set out in Appendix 2.

**11.6.7.** The Adventure Park concept is consistent with the values and purposes of Te Rāhui o Rangituhi Recreation Reserve, the Porirua Scenic Reserve, and Spicer Botanical Park. It also delivers on two key objectives of the **Porirua Outdoor Recreation Park development plan**<sup>12</sup> as follows:

**11.6.8. Connections**

The Park will provide significantly more connections within the Park area that enables people to move through the Park. In addition, we will be focusing on improving connections to the Park (particularly from the CBD), both by walking and biking, and for people travelling by car. The Park will be accessible from public transport if required.

**11.6.9. Recreation**

The Park will provide significantly more opportunities for all ages and abilities, enabling people who are currently can't access the area to enjoy the facilities using the gondola. Further, the range of activities provided will provide encouragement for more people to participate in outdoor recreation and fun activities.

## 12. How will this impact the environment and community?

**12.1.** As part of the land use consent application process, the applicant extensively canvassed on the potential impacts of the proposal on the Porirua environment and community.

**12.2.** The key findings of the Independent Commissioners were released on 3 May 2019<sup>3</sup>. However, to summarise the position, the impacts as discussed in the land use consent application and the Commissioners' decision on the land use consent are summarised in Appendix 3, and briefly below:

**12.2.1.** The overall environmental impacts are considered to be acceptable. The assessments in the land use consent process recommended a number of mitigation activities for impacts that cannot be avoided (such as during construction), conditions to control or minimise impacts that can be avoided or remedied, and a review condition to ensure that the impacts of helicopter use can be reviewed if it is found to be unreasonable.

<sup>11</sup> Porirua City Council (2019). Reserves Management. Retrieved from <https://porirua.govt.nz/your-council/city-planning-and-reporting/reserves-management/>

<sup>12</sup> Porirua City Council (2016). Porirua Outdoor Recreation Plan 2016. [https://porirua.govt.nz/documents/595/Porirua\\_Outdoor\\_Recreation\\_Plan\\_2016.pdf](https://porirua.govt.nz/documents/595/Porirua_Outdoor_Recreation_Plan_2016.pdf)

## 13. Who is Porirua Adventure Park Limited Partnership?

- 13.1. Porirua Adventure Park Limited Partnership has been formed by two other limited liability companies – SCNZ Capital Limited Partnership and Greater Good Holdings Limited (a subsidiary investment firm of ENGEO Limited).
- 13.2. **Select Contracts NZ** is the company behind the Porirua Adventure Park (through its project vehicle Porirua Adventure Park Limited Partnership) and is an experienced developer of adventure and recreational parks across multiple continents<sup>13</sup>. The head office is in Whistler, Canada, and the company runs its New Zealand business out of Christchurch. It is the developer of the **Christchurch Adventure Park**<sup>14</sup>.
- 13.3. As part of their **involvement in the Porirua Adventure Park**<sup>15</sup>, Council considered the company's extensive international experience and reputation and commissioned due diligence to ensure it is a partner the Council should work with.

## 14. Next steps

- 14.1. You are encouraged to have your say on the proposal to lease land at Spicer Botanical Park to Porirua Adventure Park limited for the purposes of an Adventure Park.
- 14.2. It is an opportunity to set out your thoughts on the proposal, and whether you think this is a good idea for Porirua. To share your thoughts with Council, refer to 'How to have your say' at the start of this document.
- 14.3. If you make a submission, you will have the opportunity to present your thoughts in person to Council on 3 July 2019.

<sup>13</sup> Select Contracts (n.d.). About us. Retrieved from <https://selectcontracts.com/about-us/>

<sup>14</sup> Christchurch Adventure Park (n.d.). Home. Retrieved from <https://christchurchadventurepark.com/>

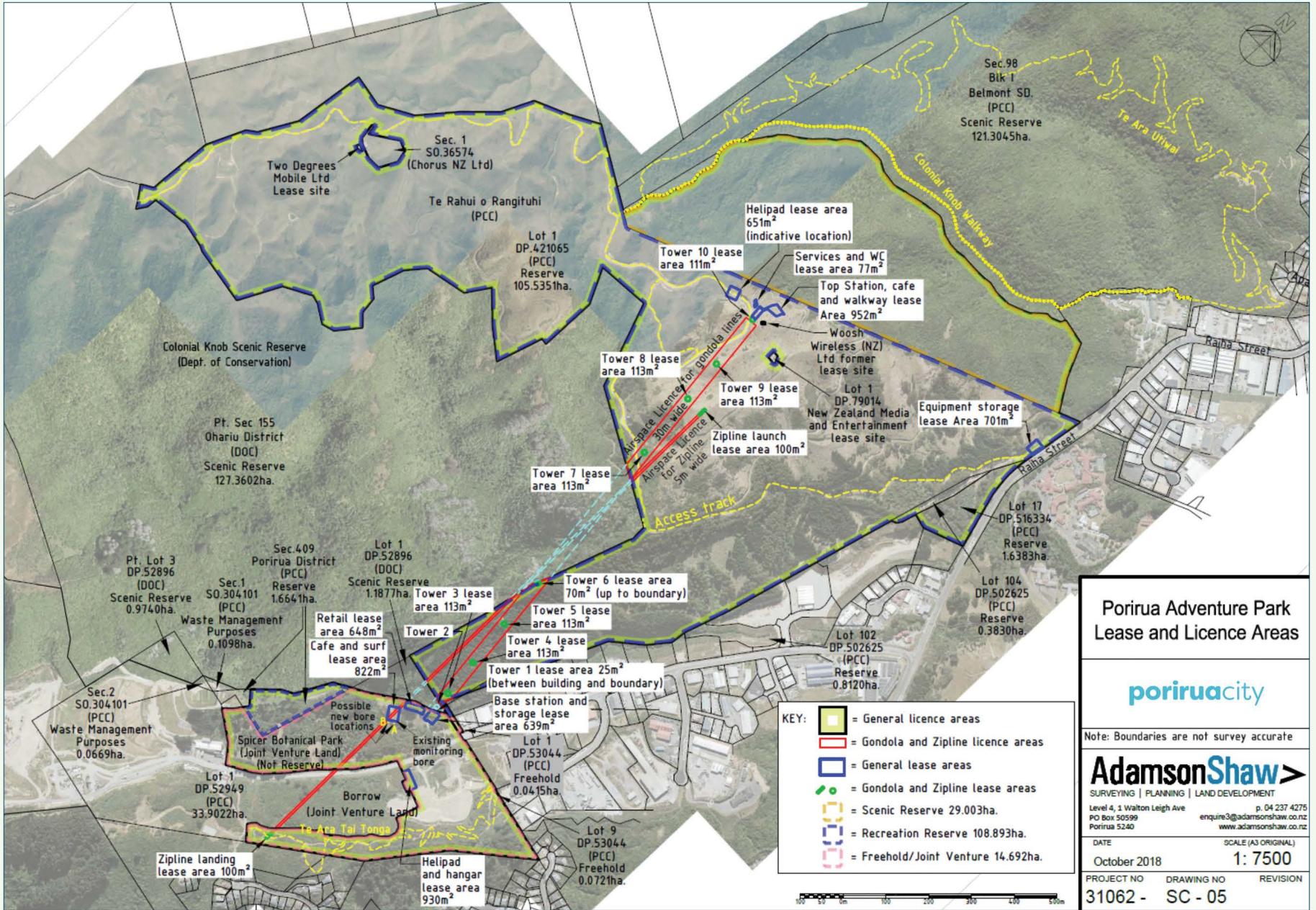
<sup>15</sup> Porirua Adventure Park (n.d.). Home. Retrieved from <https://selectcontracts.com/porirua-adventure-park/>

## Appendix 1 Lease and license information

Key elements of the proposed Lease are:

1. Rights of public access are acknowledged subject to restrictions over the small lease areas, and the need for health and safety of the public and safe and efficient completion of the development and the operation of the businesses;
2. The lessee will pay a commercial rental;
3. The term of the lease is 33 years;
4. The term of the lease commences when construction starts, with rent commencing when the Park opens.
5. The permitted uses in the lease are:
  - Gondola for people and bikes
  - New cycling and walking tracks
  - Cafés and functions at the base and top stations
  - Pedestrian overbridge across Landfill Road
  - Access to lake
  - Bike rental, instruction and coaching
  - Bike park retail and workshop repair centre
  - Zip lines
  - Indoor surf park
  - Car parking
  - Helicopter pads, hangar and associated flights
  - Events and activities relevant to the permitted uses
  - Covered walkway from top gondola station to café
  - Gondola maintenance and storage
  - An associated service building
  - Other events with the Council's prior approval.
6. All track formation will be in accordance with Porirua City Council Track Guidelines for Tracks on Rangituhi/Colonial Knob (May 2018);
7. A Restoration Plan is to be developed and implemented for planting and weed and pest control;
8. A liquor licence may be sought through the normal processes;
9. The lease is conditional on:
  - 9.1. Council approval following the completion of statutory processes under the Reserves Act 1977 and the Local Government Act 2002;
  - 9.2. The applicant being able to raise the necessary funding for the development;
  - 9.3. The Council being satisfied it has appropriate step-in rights to address a range of potential "failure" scenarios;
  - 9.4. The applicant obtaining any other land agreements required including a Concession from DOC under the Conservation Act;
  - 9.5. The applicant obtaining any other consents required including resource consents from Porirua City Council and Greater Wellington Regional Council under the Resource Management Act;

- 9.6.** Porirua City Council and Wellington City Council (as landfill partner) securing all the necessary consents and approvals to relocate the Landfill Borrow to make way for PAP's carpark;
- 9.7.** An Access Track Maintenance Agreement being entered into with relevant parties including the Council and PAPL;
- 9.8.** Overseas Investment Office Approval (if required);
- 9.9.** Agreement and approval on insurance and rates apportionment.
- 10.** In addition, the lease will require the lessee to meet all health and safety obligations, and to hold appropriate insurance.
- 11.** The quantum of rent is commercially sensitive at this stage. However, Council has sought professional specialist advice. This advice was that the approach is fair and reasonable, given the terms as a whole, the substantial level of capital investment and exposure to risk borne by the lessee, and the expected positive impact on the Porirua Community.
- 12.** There are a significant number of matters still outstanding before any lease can be finalised in addition to Council being satisfied that it is in the best interests of the community to proceed (this process). The key matters outstanding include:
  - 12.1.** A Concession from the Department of Conservation for the use of Conservation lands;
  - 12.2.** Resource consents from Greater Wellington Regional Council;
  - 12.3.** Successful capital raising by PAPL.



**Porirua Adventure Park Lease and Licence Areas**

porirua city

Note: Boundaries are not survey accurate

**AdamsonShaw** >  
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DATE: October 2018 SCALE: (AS ORIGINAL) 1: 7500

PROJECT NO: 31062 - DRAWING NO: SC - 05 REVISION:

## Appendix 2 Alignment with Porirua City’s Reserves Management Plan

The following table sets out an assessment of the proposed Porirua Adventure Park against Porirua City Council’s Reserve Management Plan.

Principle	How the proposal aligns	Commentary
<b>Part 11 - General Principles:</b>		
1) <b>must</b> not be for a prohibited activity	The activity is not prohibited.	
2a) <b>must</b> comply with or be consistent with the provisions of the Reserves Act	The proposal is largely consistent with the purposes of Recreation and Scenic Reserves, and is contemplated by the lease/ licence provision in the Reserves Act.	The proposal contains elements that while not excluded, are not in strict accordance with the objective of having the emphasis on outdoor recreation. This includes the cafés and Surf simulator. These elements however are proposed to increase the viability and enjoyment of the Park, and are not unrelated.
2b) <b>must</b> be compatible with the planned outcomes for reserves	The proposal is largely consistent with the outcomes sought for the Te Rāhui o Rangituhi Recreation Reserve, Porirua Scenic Reserve, and Spicer Botanical Park.	There is a possibility that the intensity of development planned for Spicer Botanical Park will not be compatible with the intent to provide a dog exercise area. Council has, however, recently developed an alternative at Ascot Park and is planning another at the Plimmerton Domain.
2c) <b>must</b> be compatible with community outcomes expressed in the LTP	The proposal is consistent.	
2d) <b>must</b> avoid, remedy or mitigate adverse effects	The proposal has been tested against the Resource Management Act and consent has been granted.	
3a) <b>should</b> maximise positive effects on natural resources, and historical and cultural heritage, and on the benefit and enjoyment of the public, including public access	The proposal increases the accessibility for the general public to reserves, and enjoyment, and includes restoration works.	The proposal will change the nature of the enjoyment of the reserves, in that both development and use will be more intensive. Access, including free access, is improved.
3b) <b>should</b> avoid significant adverse effect on neighbours or their property, except where agreement has been obtained	Approvals are in the course of being negotiated with key parties for management and maintenance of the access tracks and the proposed lease is conditional on an Access Track Maintenance Agreement for Farm Road.	Impacts have been addressed.
3c) <b>should</b> complement the wider network of open space opportunities available in the locality and the wider Porirua area	The Adventure Park significantly adds to the offerings in the locality and the wider area.	

Principle	How the proposal aligns	Commentary
3d) <b>should</b> meet a demonstrated demand	The proposal has been supported by the potential user community.	Demand for mountain bike trails in particular is high, and this proposal will significantly enhance the current offerings.
3e) <b>should</b> recognise the need in Porirua for low-cost access to recreation opportunities	Free access to the area and trails is to be retained. Charges (not yet established) will be imposed for access to facilities such as the gondola and zipline.	This need is met in part. Free access to an enhanced trail network is maintained, but charges to access facilities is unlikely to be at a level that would encourage daily or frequent use by the community. The facilities are expected to attract fee-paying customers.
3f) <b>should</b> favour local, or Porirua-wide benefits, over benefits to other geographic communities	Access benefiting the local and Porirua community is enhanced, and economic opportunities benefiting the Porirua community are created.	The facilities are designed to bring in a wider range of users than just the Porirua community. While that brings benefits to the community through economic opportunities, it is not strictly aligned to the intent of this principle.
3g) preference <b>should</b> be given to licences over lease to protect public access	Lease areas have been minimised to commercial facilities, or to protect health and safety as well as assets. Licences are used wherever possible.	This has been achieved as far as it possible.
3h) <b>should</b> limit the proposed site coverage to the minimum necessary	The building foot print is small.	The proposal does contain facilities that are not strictly related to the purpose of reserves (ie cafés and surf simulator), and much of the footprint is created for these facilities. These are however considered necessary to make the proposal viable and will enhance the public's enjoyment and convenience when using the reserves.
4) The proposal <b>may</b> be acceptable in reserves where the services are identified as being suitable in the planned outcomes for reserves	The services are compatible and identified as suitable in reserves.	This is a matter of scale. The main activities are contemplated in the outcomes for reserves, but are at an intensity, and have associated activities, that are not generally associated with reserves (such as commercial retail).
5a) The proposal <b>must</b> be from a properly constituted body with power to enter into a leasing arrangement	Porirua Adventure Park Limited Partnership is a properly constituted NZ company.	
5b) <b>must</b> have adequate public liability insurance	This is a condition of the proposed lease.	
6) The proposal <b>should</b> reflect applicant responsibility for all associated costs of development and implementation	A commercial lease is being proposed.	The costs fall on the applicant. Council has undertaken to underwrite to assist fund raising.

<b>Principle</b>	<b>How the proposal aligns</b>	<b>Commentary</b>
7) The proposal <b>may</b> reasonably incur a financial consideration (such as a rental, fee or charge) where there are one or more clear and identifiable beneficiaries, gaining special or exclusive use of a reserve or its facilities, greater than that derived by the general public. The financial consideration may be equal to some or all of the costs of operation, maintenance and replacement.	A commercial lease is being proposed.	
<b>Part 12 – Protection of / Provision for Quality Visitor Experiences</b>		
1a) The proposal <b>must</b> have public safety precautions adequate for the nature and scale of the activity and for identified risks, including for other reserve users	This is addressed in the lease.	
1b) The proposal <b>must not</b> involve exclusive occupation of space except where it cannot be reasonably be located outside the reserve	Exclusive occupation has been limited to the smallest footprint required for health and safety, and for commercial buildings.	Some activities such as the café or surf simulator could in theory be located outside the reserve (and the hangar is) however they form an integral part of the commercial offering and are necessary for overall viability.
2a) The proposal <b>should</b> enhance or complement public access to the reserve	The Adventure Park will enhance access by improving accessibility for a wider range of the public.	The gondola and zipline will be commercial activities and attract fees. However free public access through and to the tracks will be maintained and is a condition of lease.
2b) The proposal <b>should</b> enhance public benefit, amenity or enjoyment	The Adventure Park will enhance enjoyment, and will also enhance the amenity through restoration plantings.	
2c) The proposal <b>should</b> maintain at least public pedestrian access to the reserve, except where necessary for public safety. Restriction of public access may be acceptable where necessary for a proposal's viability or security	This is a condition of the proposed lease.	
2d) The proposal <b>should</b> retain opportunities in the locality or city for people with different capabilities	The proposal makes the Park more accessible to those with mobility issues.	
<b>Part 13 – Protection of natural, cultural, or heritage values from adverse effects</b>	These matters have been canvassed through the land use consent.	
<b>Part 14 – Utilities and structures (including works, buildings, lighting, signage, hoardings and other facilities)</b>	These matters have been canvassed through the land use consent.	Any further signage required will be subject to the Reserves Management Plan.
<b>Part 15 – Additional considerations</b>	The relevant matters have been canvassed through the land use consent.	

## Appendix 3 Environmental and community impacts

### 1. Environmental impacts

- 1.1. The environmental impacts have been extensively canvassed through the land use consent consideration process. Rather than reproducing them in full here, we have prepared a summary of the key findings of the Independent Commissioners, which is set out in section 6 following. The **full decision** is available on the Council's website<sup>3</sup>.

### 2. Change of experience and displacement of current users

- 2.1. The scale of this proposal means that the character of the Park will change the experience for current users. Earthworks and building construction are designed to follow natural landforms (aside from the gondola corridor) so the scenery can still be enjoyed. Proposed structures and facilities will change the character of the Park but will ultimately make it more accessible to the more people. Use of the park and trails will increase, but users will be able to access more parts of the park than before with the construction of new trails.
- 2.2. The only noteworthy displacement will be current users of Spicer Botanical Park for recreation and enjoyment of some of the exotic trees, with 57 exotic trees being removed to provide space for the base station. The proposed lease area is a small proportion of Spicer Botanical Park, but activities in the wider license area may impact current users.
- 2.3. Users of the Te Ara Tai Tonga track will notice increased traffic as this track will be used as both a combined walking/mountain biking track and an access path to the base of the zipline. Other users should enjoy increased access and recreation options.
- 2.4. Dog exercising within the Park may be reviewed later in the year should the proposal for the Porirua Adventure Park proceed.

### 3. Temporary and permanent restrictions on access for users

- 3.1. There will be temporary disruptions to access in the area, particularly the entrance to Spicer Botanical Park during construction of the base station buildings. The assessment concluded that there will be a moderate to high adverse effect on current users' access during the construction period.
- 3.2. Once construction is complete and the Park is operating, people will have access to most parts of the Park for recreation and sightseeing, preserving the existing expansive views. Leased areas will be subject to restriction.

### 4. Impacts on neighbours

- 4.1. A key part of the resource consenting process is assessing the impacts on neighbours, and these are described in detail in the land use consent decision<sup>16</sup>. Operating hours are limited to 10am to 5pm in winter and 10am to 9pm in summer, seven days a week.
- 4.2. Nearby residential properties are likely to be affected by helicopter noise during operating hours, however the smaller helicopters that are likely to be used will result in disturbance well within national noise standards<sup>17</sup>. Noise from all other activities will also comply with relevant noise standards.

<sup>16</sup> See the *Decision of Panel of Commissioners*<sup>3</sup>. Particularly, see section 5.7 'Noise' p. 83, and section 5.8 'Traffic' p. 88.

<sup>17</sup> Porirua Adventure Park Limited Partnership commissioned an acoustic assessment as part of the resource consenting process. The Commissioner's decision shows the recommended helicopter travel paths<sup>3</sup>.

- 4.3. Additional traffic during operation is expected to be less than minor (and outside of weekday peak times) and will benefit from the proposed intersection upgrades on Kenepuru Drive.
- 4.4. Operation of the landfill will continue as normal, and no adverse impacts are likely on other activities in the area.

## 5. Risk mitigation

### 5.1. *Fire and emergency risk*

The land use consent requires a five metre separation between trees and new buildings and trees. This provides for an accessible route for emergency use, and sprinkler protection and water storage at the top station café. In addition, under the proposed lease, a tactical emergency response plan will be developed in consultation with Fire and Emergency New Zealand. No plan exists at the current site. Furthermore, a condition of the Land Use Resource Consent is that PAPL must prepare a Fire Hazard Management Plan for the site.

An on-site paramedic will be available during operating hours—a considerable improvement for current users who can face delays accessing medical assistance.

### 5.2. *Security*

There will be a security staff member present after hours, and CCTV is likely to be installed at key locations at the Base Station, with low-level security lighting around the station, walkways, and carpark.

## 6. Summary of PAPL land use resource consent decision – 3 May 2019

On 3 May 2019 the Porirua City Council granted RC7607 being an application by Porirua Adventure Park Limited Partnership for land use consent to establish and operate an adventure park – **The Porirua Adventure Park**<sup>3</sup>.

Overall the panel of Independent Commissioners found:

1. The proposal will provide positive benefits to Porirua City and the wider region.
2. Ecological effects are more than minor, and will be the most significant environmental effects. An Ecological Management Plan will be required to be submitted and approved prior to commencement of construction.
3. The proposal is consistent with the ethic of kaitiakitanga, as viewed through the eyes of Ngāti Toa.
4. Landscape and visual effects are acceptable.
5. Noise effects, other than for helicopters, are acceptable. Monitoring will be required to ensure that noise from helicopter use is not unreasonable, and a review clause has been imposed to allow this to be reconsidered in future if required.
6. Traffic effects are generally found to be acceptable and within the powers of PCC and the Adventure Park operators to manage. An Event Management plan will be required.
7. Conditions have been imposed to ensure that impacts on natural character are appropriately managed.
8. Conditions have been imposed to ensure that the proposal is generally in accord with the objectives and policies of the District Plan.
9. The careful design and detailed ecological management and mitigation (including by means of conditions) proposed by the applicant means that it is possible for the Proposal to be consistent with the relevant strategies pertaining to the reserves.

Conditions have been imposed with respect to the following matters:

1. General
2. Hours of operation
3. Noise – general
4. Helicopter operations and noise
5. Light spill
6. Waste minimisation
7. Security and public safety
8. Fire hazard management
9. Infrastructure
10. Trails to be constructed
11. Trail construction
12. Final trail design
13. Trail marking
14. Earthworks and construction
15. Construction traffic management
16. Ecological Management Plan
17. Landscape Management Plan
18. Geotechnical and hazards
19. Parking Management Plan
20. Event Management Plan
21. Traffic and parking
22. Contamination
23. Accidental Discovery Protocol
24. Consultation and communication
25. General Review Condition.

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