

Your Comment on the Wellington International Airport Southern Seawall Renewal

Please include all the contact details listed below with your comments and indicate whether you can receive further communications from us by email to substantive@fasttrack.govt.nz.

1. Contact Details			
Please ensure that you have authority to comment on the application on behalf of those named on this form.			
Organisation name (if relevant)	N/A		
First name	[REDACTED]		
Last name	[REDACTED]		
Postal address	28 Cranbrook Road, Waikanae, Wellington 5036		
Home phone / Mobile phone	[REDACTED]	Work phone	N/A
Email (a valid email address enables us to communicate efficiently with you)	[REDACTED]		

2. We will email you draft conditions of consent for your comment			
<input checked="" type="checkbox"/>	I can receive emails and my email address is correct	<input type="checkbox"/>	I cannot receive emails and my postal address is correct

Please provide your comments below, include additional pages as needed.

1. INTRODUCTION

This comment is provided by [REDACTED], the owner of 50 Moa Point Road. I am an affected party to the above fast-track application by reason of ownership of 50 Moa Point Road, which is land adjacent to the land of the Applicant and subject to the invitation in the Minute 2 of the Expert Panel dated 10 February 2026. 50 Moa Point Road is bare land that is zoned medium density residential. Minute 2 invited comment from me by 10 March 2026. This is my comment.

Please Note:

[REDACTED] and [REDACTED] are owners of 49 Moa Point Road. That land is immediately to the side of my property and currently is bare residential land, zoned medium density residential., that is also adjacent land to the land of the application and subject to the same invitation in the Minute 2. The interests of [REDACTED] and [REDACTED] in this matter are similar, if not the same, as mine and I am aware that [REDACTED] and [REDACTED] are to or are about to submit their own comment and with their permission I adopt their comment to the extent relevant to this submission.

2. FURTHER IDENTIFICATION OF PROPERTIES

50 and 49 Moa Point Road are the last two residential properties on the strip or strand of residential properties along Moa Point Road shown on Appendix 2 to Minute 2. Note: Both properties are omitted from display on attachment G to the Applicant's proposed conditions (the Tonkin & Taylor plan). The Applicant's proposed conditions followed the memorandum of counsel for the Applicant dated 30 January 2026.

3. BACKGROUND

I purchased 50 Moa Point Road on or about March 1998. I was attracted to the property because it faced west and had panoramic views that span Lyall Bay, Te Raekaihau Point (the headland that marks the boundary of the Taputeranga Marine Reserve) and takes in the snow-capped Kaikoura ranges as well as the endless horizon.

No. 50 is the last residential property and it is surrounded by reserves to the rear and to side which means its unfettered views cannot be built out.

Further to the natural landscape, the views are dynamic. There are passing planes, coastal shipping (including freighters, ferries, cruise liners and yachts) and on occasion dolphins and migrating whales can be seen.

Sheltered from Wellington's prevailing northerly, the suburb of Moa Point is zoned medium density residential and offers an abundance of outdoor recreational activities that I enjoy including ranging from walking, swimming, cycling, boating, fishing, snorkelling, paddling and fossicking in the rock pools.

At the time of purchase, I had the long-term intention of building a substantial home on the site with the intention that it would become my permanent home. Building plans were drawn up and a resource consent was issued by the Wellington City Council on 11th December 2007. Note: As part of obtaining said resource consent, I consulted with the Applicant (an adjacent and affected property owner) as required.

However, the build did not commence and the consent collapsed largely because of family circumstances, my mother was placed in a care home nearby to my then home in Island Bay and my priorities changed. Later my wife's mother was ill and was moved into a care facility in Waikanae and then my own elderly father who lived in Waikanae Beach was hospitalised with a heart attack.

Instead of commuting up and down to care for them, we (my wife and I) decided to put our plans on hold and moved north to Waikanae so that the travel was less arduous. That said, both of our parents are now dead and on the receiving the Applicant's decision to not proceed with the purchase of the property on or about late April, 2022 (see **NB1: in FAIRNESS, EQUALITY AND EVEN- HANDEDNESS** on p7 below) I listed the property privately on Trade Me on or around 24th March 2024 as being for sale by negotiation refer <https://www.trademe.co.nz/a/property/residential/lifestyle-property/wellington/wellington/moa-point/listing/5607865001>.

I did not engage the services of a Real Estate Agency, advertise or promote the property elsewhere or place a sign on the property. Nevertheless, the listing has attracted plenty of viewers but not serious buyers. I suspect this is due in no small part to the overhang of the Applicant's runway extension plans, the terrible outcome at the Moa Point Waste Water Treatment Plant and conceivably now the proposed Seawall Extension plan.

And even though the property has remained bare, my wife and I feel an attachment to it, and have visited many times over the years, to enjoy the views and the recreational opportunities it presents.

My wife and I are both now retired, and have started considering downsizing. In late 2025 an option we discussed was returning to Wellington to build a smaller home on the property. However, that option has now been firmly shelved once the effect and enormity of the Applicant's Southern Seawall project became known to us, as late as February 10th, 2026

4. THE APPLICATION AND MY REMEDY

I do not oppose the Applicant's proposed renewal of the Southern Seawall of Wellington Airport.

However, I do oppose the fast-track application on the grounds that the Applicant's attempt to mitigate, avoid, offset, remedy or compensate the adverse effects of the project are flawed.

NB: This phrase adopts the language of s85 (3)(b)(ii) of the Fast-track Approvals Act 2024 (FTAA) Specifically, this relates to the Solatium and the Fair Purchase Offer proffered by the applicant and referred to in paragraphs CN 13 and CN 14 of the Applicant's proposed conditions and accompanied by Attachments G and H to those proposed conditions.

50 Moa Point Road and 49 Moa Point Road were excluded in that offer.

5. ABSENCE OF CONSULTATION AND LACK OF PRIOR KNOWLEDGE OF APPLICATION

I only became aware of the Application's existence on February 10th when I received an email from Substantive substantive@fasttrack.govt.nz. which I then forwarded to [REDACTED] and [REDACTED] who as it turned out were travelling in India at the time. Prior to receiving that email, I had received no communication from the Applicant about the application whatsoever. I only found out about the proposed Solatium and Fair Purchase Offer after [REDACTED] discovered it on March 4th and notified me shortly thereafter.

These circumstances have left me in an anxious stressful position of great urgency and pressure in order to submit my comments by the due date. I protest the complete absence of notice and the complete absence of consultation by the Applicant and/or any agency with said responsibility, prior to 10th February 2026.

6. RELEVANT LEGAL POSTION

The purpose of the FTAA is to facilitate the delivery of infrastructure and development projects with significant regional or national benefits (s3). This is an application for resource consent and, therefore, we understand relevant to the imposition of conditions on a grant, that ss81(1), 81(2)(b), 81(3)(a) and clause 18 of the fifth schedule, and s83 apply. Section 83 requires the Expert Panel to not set a condition of a resource consent more onerous than what is necessary of that stated in that section.

I also refer to the decision in *FTAA-2506-1083, Arataki Expert Panel dated 24 February 2026* and the discussion of the requirements for conditions at paragraph 315 and following of that decision. At paragraph 319, the Expert Panel adopts the general legal requirements

for resource consent conditions as established by case law and cites *Newbury DC v Secretary for State for the Environment [1980] All ER 731 (HL)* at 739. The second of these requirements cited by the Expert Panel is that the resource consent condition must:

Fairly and reasonably relate to the development authorised by the resource consent or designation

I emphasise the requirements of fairness and reasonableness.

As noted by the Expert Panel, the underlying purpose of the conditions of a resource consent is to manage environmental effects by setting outcomes, requirements or limits to that activity, and how they are to be achieved.

The Applicant has proffered a condition which incorporates a Solatium and a Fair Purchase Offer in order to facilitate the grant of the fast-track application against the adverse effects or impacts created by the project., including the noise impacts on adjacent land.

It is no answer to say that a property which is presently vacant, but which is zoned for residential activity is permitted (medium density residential zone in the Wellington City Council 2024 District Plan: Appeals Version) does not experience the effects of the project. including noise effects, and therefore need not be the subject of a Fair Price Offer. The effects the project bear upon the land itself, not merely upon its current use. A vacant property within the affected area will be materially diminished in value and any prospective purchaser, aware of the effects, is unlikely to acquire the property for the purposes of acquiring it for residential use.

To exclude the landowner from the Fair Purchase Offer scheme on the basis that the property happens to be currently vacant would be to draw an arbitrary and unfair distinction between owners who are, in substance, equally affected by the project. The Solatium and the Fair Purchase Conditions to address adverse effects must, consistent with the principles set out above, apply equally to all landowners within the affected area.

Whether the Expert Panel in this application needs to rely on *Newbury* or merely on common sense, it is our submission that any condition whether proffered by the applicant or imposed by the Expert Panel:

- a) must be offered or applied fairly and reasonably, equally and even-handedly; and
- b) is not to positively cause prejudice, damage or hardship to an affected party.

We also submit that were the Solatium and the Fair Purchase Offer scheme be required to be extended to the owners of 50 and 49 Moa Point Road, that would not be a condition more onerous than necessary in terms of s83 of the FTAA and is not prevented by that section.

7. THE FAIR PURCHASE OFFER

This offer, as stated above, is contained at paragraphs 13 and 14 of the Applicant's proposed conditions and by reference to Attachment G. Both 50 and 49 Moa Point Road are not included as eligible properties for the offer. As indicated above, Attachment G (the Tonkin and Taylor plan) of the eligible properties) does not contain any demarcation of the plots for 50 and 49 Moa Point Road. It only marks the properties from 33 to 48 Moa Point Road of which 41, 42, 46 and 47 appear to be the only properties eligible for the offer, because all remaining properties in the strip of marked properties along Moa Point Road have already been acquired by the Applicant.

It is also noted that paragraphs CN 13 and CN 14 are part of a discussion of conditions relating to noise (the total discussion is contained in paragraphs CN 1 to CN 20).

It is further noted that

- (i) 50 Moa Point Road was not even included in the application of the conditions at CN 12 which requires the Applicant to give prior notice to the owners of the properties at 33 to 49 Moa Point Road, of a piling schedule.
- (ii) No. 49 Moa Point Road is included in the application of the conditions at CN 12 but as I understand were not notified of the said piling schedule.

Further it is noted under this part, that in the original application lodged by the Applicant (this document dated 2024-05-02 and signed by [REDACTED], is accessed by the link accompanying the invitation to comment, dated 10 February 2026 under ‘Section 3: Consultation’), identifies the parties who are “also likely to be affected by the project” (ie: additional to stated iwi groups) to include “Nearby residents” but not the **owners** of nearby properties (NB: this is within a limited list which includes the Lyall Bay Surf Lifesaving Club and The Wellington Boardriders Club).

NB: It was not until the Expert Panel considered the matter of affected parties that, inter alia, the adjacent land and the owners (and occupiers) were included as affected parties (see Minute 2). The owners and occupiers of 50 and 49 Moa Point Road are identified in Appendix 3 (page 7) to the Minute 2. The title reference for No. 50 is WN 507/30 and for No. 49 it is WN 577/94.

However, at no time prior did the Applicant consult with me, or [REDACTED] and [REDACTED], on the project despite being able to identify me as owner of No. 50, and [REDACTED] and [REDACTED] as owners of No. 49. and despite both properties being adjacent to the substantive application land.

8. PRINCIPAL PROPOSITION

I submit that as a condition of any grant of the subject fast-track application, the Solatium and the Fair Purchase Offer be extended to me as owner of 50 Moa Point Road and to [REDACTED] and [REDACTED] as owners of 49 Moa Point Road because, the application of conditions to mitigate, remedy, or avoid adverse effects to me and to [REDACTED] and [REDACTED], and our properties will not be fair, equal or even-handed. Further, it will cause positive prejudice and hardship to me and to [REDACTED] and [REDACTED].

The following matters are advanced in support of this principal submission but before dealing with these we advise that immediately upon learning on Wednesday afternoon 4 March 2026, that 50 and 49 Moa Point Road were not included in the proposed condition, [REDACTED] contacted the Applicant’s solicitors (Buddle Findlay that same day) enquiring about the Applicants not including the owners of Nos. 49 and 50 in the Seawall Renewal Project’s consultative process, and our exclusion from the Fair Purchase Offer, [REDACTED] [REDACTED] received a letter the next day (5 March) from Buddle Findlay which provided the following explanation on behalf of the Applicant, namely:

1. *There is currently no dwelling on the property(ies)*
2. *As such, WIAL’s activities associated with the project will have no adverse effects on any resident of the property(ies) there being no residents*

3. *More generally, WIAL's scheme is intended to assist homeowners who could not reasonably have contemplated airport related adverse effects on their enjoyment of their homes.*

Our grounds will refer as necessary to this response on behalf of the Applicant (we treat 1. and 2. above as the one ground).

NB: On receipt of this response, [REDACTED] immediately emailed Buddle Findlay to say that the reasons given by them were rejected and he sought an urgent meeting either in the afternoon of Friday March 6th, or at a time to suit on Monday 9th March, in order to attempt to resolve matters before 10th March 2026.

Buddle Findlay's solicitor stated in reply "*We are not available to meet at those times*" but said they would pass on further material to the Applicant noting however that comment by us to this project was due by 10 March 2026. The response also stated that the Applicant disagrees that any change to the Fair Purchase Offer "*is necessary or appropriate for the reasons already given, but (the Applicant) will consider any feedback we may wish to give regarding the seawall renewal project*".

We have since that response directed our time and energies to complete this comment.

9. ADVERSE IMPACTS

The first reason given by Buddle Findlay fixes on the absence of residents at 50 and 49. However, there does not need to be a residence on, or residents at a property, for a property or its owner to be adversely impacted by the project. With respect, this is as much recognised by the Expert Panel by the extension of affected parties to owners of adjacent land, whereas the applicant has been fixed on residents only.

There are a range of adverse impacts to all property owners on the length of Moa Point Road, as follows;

A. In the original application at 'Section 5: Adverse Effects', the applicant states that construction will continue for 6-7 years. The Guardians of the Bay say 6 to 8 years at this stage with actual construction taking 24 – 30 months. We do not know the applicant's current estimate of time for construction or completion. Whatever the case, the project and adverse impact is to take a long time

B. Coupled with the construction itself (which the Applicant acknowledges dust will be a factor), the application lists as adverse effects – noise and transportation – and not listed but covered in its proposed conditions – lighting during night- time work. This is all in addition to materials and machinery which will be on site during the construction phase. The area will be industrialised.

C. Further, the Applicant acknowledges further adverse effects such as disruption with the seabed, effect on marine ecology and avifauna, and a general adverse effect described in the neutral terms of "natural character, landscape and visual amenity". This presumably is meant by the applicant to refer to the harm to those features, certainly during construction.

D. Under the heading "Coastal Processes" the Applicant acknowledges during construction, disturbance "of the foreshore and seabed is anticipated as a result of excavation works, the driving of piles, the removal and placement of rock and armour units, and the use of plant and equipment within the coastal marine area".

E. Under "marine ecology", the Applicant acknowledges:

- Physical disturbance and loss of habitat
- Changes in water quality through seabed disturbance and potential introduction of contaminants
- Increase in suspended sediment and turbidity of the water column
- Release of contaminants such as heavy metals during disturbance of the seabed; and
- Noise from construction activities.

This is all within close proximity of 50 and 49 Moa Point Road.

F. The original application under ‘Section 2: Project details’ refers to an increase in the width of the seawall by 15 to 25 metres seaward, and by approximately 100 metres to the total finished length of the former (?) seawall.

G. More intriguing is a statement in the same Section 2 of the application (repeated at ‘Section 7: Eligibility’) that “the Southern Seawall also protects a range of other WCC assets, including Wellington City’s main wastewater connection to the Moa Point Wastewater Treatment Plant and Moa Point Road itself”.

At the time of preparing this comment we (the owners of 50 and 49) have no knowledge of what contribution, if any, the existing seawall has had to the current breakdown of the treatment plant and the discharge of raw sewage in the area. More importantly, we do not know what effect that discharge (and its repair) will mean in delay and/or extra work for the project.

All of the above adverse effects can be suffered by an owner without residing at the site. More significantly, they are a disincentive and discouragement to any development or use by an owner of the vacant site. At the moment, we are faced with nearly a decade of construction related activity, whether or not this is exacerbated by the need of the construction of the seawall to be in conjunction with repairs to the sewage plant. We, as owners of a vacant plot have as much uncertainty, inconvenience, worry and disruption as any resident living on Moa Point Road. Therefore, if the Solatium and the Fair Purchase Offer is seen by the Applicant as an appropriate amelioration to proffer support of, address the effects/impacts of, and to facilitate its fast-track application, the same amelioration should be offered to us, the owners of 50 and 49 Moa Point Road, vacant land that is also adversely affected.

I purchased 50 Moa Point Road because it was a beautiful site located over the road from the sea on Wellington’s elemental South Coast with ever changing clouds, seas, light and brilliant sunsets. It is a restful and stimulating place to be, and I felt a deep sense of connection and reverence to the land and to the sea. This was notwithstanding the existence of an operating airport. ■■■ and ■■■■■■■■■■■ were similarly attracted to the suburb which they will no doubt express.

However over the years, that value we had in respect of the property has been encroached upon by first, the intention to lengthen the airport, second, the applicant buying up most of the properties on Moa Point Road, and now the seawall project with intensification of activity at or nearby the site and with the real prospect that all properties on Moa Point Road will be owned by the applicant except for 50 and 49.

This is a breakdown and removal of the cultural and coastal values also held dear by us and which we previously enjoyed.

One final aspect of unfairness, inconsistency and absence of even-handedness on the part of the Applicant is the history of the Fair Purchase Offer scheme. In 2017, the Applicant, preparatory to making its application to extend the length of the runway proffered a Solatium (which was paid) and a Fair Purchase Offer to the owners of all properties, that were not owned by the Applicants on Moa Point Road, including nos. 49 and 50. The Fair Price offer was repeated in October 2018. The Fair Purchase offer was in generally the same terms as now proffered by the Applicant. No distinction nor discrimination was then made by the Applicant between vacant land and land with a residence.

In this particular regard, No.39A Moa Point Rd (title reference WN 458/563), located in a mid-point along the residential strip, between Nos. 39 and 40 Moa Point Road (shown on the Tonkin & Taylor plan) was purchased by the Applicant or about November 2016. That sale was pursuant to the Fair Purchase Offer then proffered by the Applicant in respect of the runway extension project.

Significantly, at the time of sale, the owner did not reside on the property. No. 39A Moa Point Road was and remains, vacant unoccupied land. The unfairness of the present position of the Applicant compared to the earlier offer at the time of the intended runway extension, is stark.

Note, the Applicant has since 2016 acquired more of the properties, shown in the Tonkin and Taylor plan.

NB: In or about 2022, I sought to treat with the Applicant along the same lines of the Applicant's previous Fair Purchase offers. Two valuations were obtained that fell within 10% of each other. However, the Applicant's Commercial Property manager, [REDACTED], advised that given the impact of Covid19 on the Airport's revenues, the Applicant's board had decided to not sanction capital expenditure. I contacted [REDACTED] again in late March 2023 to advise that I had listed no. 50 for sale on Trade Me and to inquire whether there had been a change in the board's 2022 position.

In summary, we (my wife and I) are now prevented from the reasonable enjoyment, development or sale of our land and that needs to be mitigated, remedied, avoided, or offset by giving to us the same opportunity to dispose of our property now by including our land in the proffered Solatium and Fair Purchase Offer scheme.

10. A PROPOSED CONDITION IS NOT TO PREJUDICE NOR CAUSE HARDSHIP TO ADJACENT OWNERS/LAND

It is submitted that quite separate from the requirements of equality, fairness and even-handedness, conditions of consent must not create or cause a positive prejudice or hardship to impacted land and its owners. However, that will happen if 50 and 49 Moa Point Road are not included in the Solatium and Fair Purchase Offer scheme now proffered by the Applicant, for these reasons:

(i), the owners of 50 and 49 Moa Point Road have now no incentive nor desire to develop their vacant sections whilst the disruption caused by the seawall project proceeds. I am now reconciled to giving up the redevelopment of our property because development unaffected by the project is not realistically possible for the foreseeable future. If we (my wife and I)

were to build a smaller home here for our retirement, we would be required to suffer the noise and the other adverse effects, of the seawall project until it is complete. We also risk isolated at the end of the strip, if all other properties, not currently owned by the Applicant, take up the Solatium and the Fair Purchase Offer I repeat my reasons in **section 3**

Background above

(ii), the Applicant will likely acquire the remaining occupied properties along Moa Point Road: that it currently does not own, if not immediately, then over the duration of the project. If not demolished by WIAL, these properties will be likely rented out by the Applicant, a use not congruent with owner occupation.

(iii) 50 and 49 Moa Point Road will be left isolated at the southern end of the once owner-occupied strip stranded and incompatible with the airport's ownership of the balance of the strip and encroached upon by the intensified industrial infrastructure of the southern seawall, and the airport.

For these reasons 50 and 49 Moa Point Road, by the completion of the project, and increasingly from the commencement of construction, will be adversely impacted.

The Expert Panel is requested by us (the owners of nos. 50 and 49) to visualise what will be the character of the site say 7 years from now if 50 and 49 are not included in the Solatium and the Fair Purchase Offer programme. We consider that the Fair Purchase Condition, if not extended to 50 and 49, in and of itself, creates an adverse impact on our properties that needs to be remedied. The seawall should be completed in its more intensified form as a result of the construction. Industrial buildings and yards (and as well the wastewater treatment plant) will be in the adjacent area north of the seawall. The Applicant will likely be the owner of all properties along Moa Point Road except for 50 and 49. Those properties will either be rented by the Applicant or by then demolished by the Applicant. The Applicant is also, already the majority owner or operator of the parcels of land alongside the foreshore running along Moa Point Road and the owner of a large block of land adjacent to and immediately to the south of no.50. These parcels of land are shown green on Appendix 2 to Minute 2. That will not likely change in the future. The application states under 'Section 1: Project Location' that WIAL has an agreement with WCC to maintain the seawalls between Lyall Bay and Moa Point Rd. All the foregoing demonstrates that the area bounded by the eastern seawall and Moa Point Rd is part of than airport sector and no longer compatible with residential living. However, amidst all of that, isolated and remote, will be two plots of land (50 and 49) likely undeveloped and of questionable value. These properties would be left surrounded by the Applicants' owned land and encroached upon by the intensified industrial infrastructure of the southern seawall, and the airport.

With respect, resource management law is not to allow that kind of prejudice to occur.

11. NO PREJUDICE TO APPLICANT

The Applicant suffers no prejudice were the Solarium payment and the Fair Purchase Offer be extended to Nos.50 and 49 Moa Point Rd because the Applicant has the benefit of purchasing bare land not improved in value by buildings on the land.

12. REMEDY

We request the Expert Panel, if it determines that the fast-track application of the Applicant be granted, that the conditions of the grant include that the Solatium payment and the Fair Purchase Offer also be extended to the owners of 50 and 49 Moa Point Road.

This amounts to no more than a simple principle that if an Applicant (here, WIAL) wants the benefit of the fast-track legislation to facilitate a project, then the Applicant must be fair and must expend fair treatment to all, and not just some, adversely affected neighbours.

13. SECOND PRINCIPAL REASON GIVEN BY APPLICANT

In the response of Buddle Findlay dated 5 March 2026, the second principal reason given by the Applicant for not including 50 and 49 Moa Point Road in the Fair Purchase Offer programme is *“... more generally, WIAL’s scheme is intended to assist homeowners who could not reasonably have anticipated airport- related adverse effects on the enjoyment of their homes.”*

This ground is entirely rejected by us for the following reasons:

- a) Again, it draws an unfair distinction between occupied residential land and bare residential land
- b) The airport-related adverse effects presumably contemplate the earlier runway extension project. However, the Fair Purchase offer programme proffered at that time did not have any qualification of this kind attached to it. As stated above, the offer then (2016-2018) was to all owners of residential property in Moa Point Road.
- c) Who are the persons that fall into this supposed category? Only three properties are marked on the Tonkin & Taylor plan to the relevant attachment G (of the airport’s proposed conditions). This reason, if truly held by the Applicant, simply has no real application now.

The Expert Panel are respectfully requested to reject this ground of the Applicant.

14. PROCESS

If the Expert panel determines that there should be a hearing of the Applicants fast-track application, we seek to appear and be heard. In any event, we understand that by submitting this comment, we will be consulted on any conditions before final determination of the application.

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Dated 10th March 2026

Thank you for your consideration of my comments