

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	23A Upland Road, Kelburn, Wellington 6012		
Home phone / Mobile phone	[REDACTED] [REDACTED]	Work phone	N/A
Email (a valid email address enables us to communicate efficiently with you)	[REDACTED] [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

These comments are provided by [REDACTED] and [REDACTED], the owners of 49 Moa Point Road. We are an affected party to the above fast-track application by reason of our ownership of 49 Moa Point Road, which land is adjacent to the land of the application (refer Minute 2 of Expert Panel dated 10 February 2026). 49 Moa Point Road is a bare vacant section zoned residential. Minute 2 invited comment from us by 10 March 2026. This is our comment.

2. 49 MOA POINT RD

49 Moa Point Rd (49 or no.49) is an estate in fee simple containing 1369 square metres, more or less, being lot 49 PD 8272 and all the land in Certificate of Title WN577/94. The topography of the land means that only 10 to 15% of its area (along its frontage) is suitable for residential development.

3. 50 MOA POINT ROAD

██████████ is the owner of 50 Moa Point Road (50 or no.50). That land is immediately to the south of our property and is also a bare and vacant residential section. It is also adjacent land to the land of the application (to its South) and subject to the invitation in the Minute 2. The interests of ██████████ in this matter are similar, if not the same, as ours and we consent to ██████████ adopting the relevant submission in this comment for the purposes of his comment.

We are aware that ██████████ is to or has submitted his own comment and with his permission, we adopt that comment to the extent relevant to this submission.

4. FURTHER IDENTIFICATION OF PROPERTIES

49 and 50 are the last two southern plots on the strip or strand of residential plots along Moa Point Road shown on Appendix 2 to Minute 2. The two plots are not shown 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.

5. BACKGROUND

We are a retired couple. We purchased no.49 in or about March 2001. At that time, it had an existing old and poorly built residence on the site. We initially used the property as a holiday home but after family needs receded, we rented it for different periods, as well as using it ourselves when it was not rented. In 2015 or thereabouts, we formed the intention to rebuild on the site with the intention that the rebuild would constitute our permanent home. Building plans and all consents were obtained for the rebuild but apart from the demolition of the existing dwelling (before October 2019) and some engineering work, the rebuild project did not proceed. This was because of uncertainty about the then airport runway extension project of the applicant, contractual issues, and Covid-19. The property has remained vacant since the demolition of the original building.

The site has a beautiful outlook across Cook Strait and it offered all kinds of coastal recreation. Even with aircraft activity, the site was peaceful and sheltered from prevailing winds. It provided a view of all activities in Lyall Bay and in bad weather the scene to be observed was spectacular and the experience invigorating. The landing and take-off of aircraft at the airport always provided interest and this activity added to the variety to be enjoyed at the site.

When we purchased the property, the Wellington Wastewater Treatment plant was operating or shortly to commence operation and we were comfortable that the previous stigma to the area by reason of the old Moa Point discharge pipe would no longer exist. That happened but unfortunately, 25 years later that is not no longer the case because of the recent failure of the existing treatment plant and the entry of raw sewage into the waters of Lyall Bay.

More recently and with the runway extension project no longer in prospect but before the failure of the treatment plant, and before we became aware of the extent and effect and enormity of WIAL's Southern Seawall project the subject of this application, we intended to build a modest seaside bach on the property to enjoy in our recently commenced retirement. That plan has been entirely removed by this application which completely compromises for the foreseeable future any plans by us to enjoy the site

We explain below our lack of prior knowledge of the project.

6. THE APPLICATION AND OUR REMEDY

We do not oppose the proposed renewal of the Southern Seawall of Wellington Airport. We do oppose the fast-track application on the grounds that the applicant's attempt to avoid, remedy, mitigate, offset, or compensate the adverse impacts of the project are flawed. (NB: That last phrase adopts the language of s85(3)(b)(ii) of the Fast-track Approvals Act 2024 (FTAA)). Specifically, this relates to a Fair Purchase Offer proffered by the applicant and referred to at paragraphs CN 13 and CN 14 of the applicant's proposed conditions and accompanied by Attachments G and H to those proposed conditions. 49 and 50 Moa Point Road are not included in that offer.

To remedy this, we seek as a condition of any grant of WIAL's fast-track application, that the Fair Purchase Offer be extended to us and [REDACTED] as the owners of 49 and 50 Moa Point Road

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

We first became aware of this fast-track application when [REDACTED] kindly forwarded by email a copy of the invitation to comment issued with Minute 2 dated 10 February 2026. At that time, we were out of New Zealand. Before that time, we had no contact or communication from WIAL about the application in any respect. We discovered the proposed condition of the Fair Purchase Offer when reading and working through all the lengthy material following our return to New Zealand. That discovery was made by [REDACTED] on Wednesday afternoon, 4 March 2026 and immediately relayed to [REDACTED]. We understand that [REDACTED] had no prior consultation or knowledge prior to issue of the Minute 2.

These circumstances have left us in a position of great urgency and pressure in order to complete this submission, including, to have to work our way through the complexities of the FTAA and the detail of the application itself. We protest the lack of notice and consultation before 10 February 2026. We repeat that, but for the good services of [REDACTED], we would not have been aware of the application, let alone its detail.

8. RELEVANT LEGAL POSITION

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.

We 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] 1 All ER 731 (HL)* at 739.

As noted by the Expert Panel in that application, 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.

WIAL 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 of the project on adjacent land.

It is no answer to say that a property which is presently vacant, but which is zoned for residential use and on which construction of a building for residential activity is permitted (Medium Density Residential Zone in the Wellington City 2024 District Plan: Appeals Version), does not experience the effects of the project, including the noise effects, and therefore need not be the subject of a Fair Purchase Offer. The effects of 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 purpose of developing it for residential use.

To exclude that 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 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/fair purchase offer scheme required to be extended to the owners of 49 and 50 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.

9. 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 (the Tonkin & Taylor plan of the eligible properties) and the terms of the offer are set out in Attachment H. Both 49 and 50 Moa Point Road are not included as eligible properties for the offer. As indicated above, Attachment G (the Tonkin and Taylor plan) does not contain any demarcation of the plots for 49 and 50 Moa Point Road. It does show/mark the properties at 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 properties along Moa Point Road are already owned by the applicant, WIAL.

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 we as the owners of 49 Moa Point Road (but not 50 Moa Point Road) are included in the application of the conditions at CN 12 which requires the applicant to give prior notice of a micro piling schedule to the owners of the properties at 33 to 49 Moa Point Road.

Finally, under this part, it is noted that in the original application lodged by the applicant (this is the document dated 2024-05-02 signed by [REDACTED] and which is accessed by the link accompanying the invitation to comment dated 10 February 2026) under 'Section 3: Consultation', the applicant 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 49 and 50 Moa Point Road are identified in Appendix 3 (page 7) to the Minute 2. The title reference for No. 49 is WN 577/94 and for No. 50 it is WN 507/30.

We are not aware if any part of the solatium/Fair Sale Offer scheme has been performed by WIAL. We do not know if any solatium has been paid under it or anything else. We do not know if a micro piling schedule has been prepared. As already stated above, at no time before the invitation to comment was directed by the Expert Panel in Minute 2, did the applicant consult with us or [REDACTED] on the project.

10. PRINCIPAL PROPOSITION

We submit that as a condition of any grant of the subject fast-track application, the solatium Fair Purchase Offer be extended to us as owners of 49 Moa Point Road and to [REDACTED] as owner of 50 Moa Point Road because, the application of conditions to avoid, remedy, mitigate, offset, or compensate adverse impacts on us, and on [REDACTED], and our properties, will not be fair, equal, reasonable nor even-handed. Further, it will cause positive prejudice and hardship to us and [REDACTED].

The following matters are advanced in support of this principal submission but before dealing with these we advise that immediately on learning that 49 and 50 Moa Point Road were not included in the proposed condition (this was on Wednesday afternoon 4 March 2026), [REDACTED] rang the solicitors for the applicant (Buddle Findlay) to enquire why. A letter was received the next day (5 March) from Buddle Findlay which gave the following reasons 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 not accepted and asked for an urgent meeting on Friday pm 6 March 2026, or Monday pm 9 March 2026 in order to attempt to resolve matters before 10 March 2026. Buddle Findlay stated "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 you may wish to give regarding the seawall renewal project”*.

We have since that response directed our energies to complete this comment under urgency.

11. ADVERSE IMPACTS

The first reason given by Buddle Findlay fixes on the absence of residents at 49 and 50. 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, including 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 Bays (in a newsletter dated 26 February 2026) 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 (of which WIAL 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 application 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 the near vicinity of 49 and 50 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 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 Fair Purchase Offer for occupied land is seen by the applicant as an appropriate amelioration to proffer in support of, address the effects/impacts of, and to facilitate its fast-track application, to be consistent, fair and even-handed with this, the same amelioration should be offered to us as the owners of the vacant land who are also adversely affected.

We bought 49 Moa Point Road for good reason because it is a beautiful site with pretty much all-day sun and a direct view of the Kaikouras over Cook Strait. This was notwithstanding the existence of an operating airport. We describe this at section **5. Background** above. [REDACTED] purchase of 50 Moa Point Road was no doubt for similar reasons. He will confirm. But 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 further prospect that all properties on Moa Point Road will be owned by the applicant except for 49 and 50.

This is a breakdown and removal of the cultural and coastal values belonging to us and which we previously enjoyed.

One final aspect of unfairness, inconsistency and absence of even-handedness on the part of WIAL is the history of the Fair Purchase Offer scheme. In 2017, WIAL, 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 on Moa Point Road, including nos. 49 and 50. This offer was repeated in October 2019. The offer was in generally the same terms as now proffered by WIAL. No distinction nor discrimination was then made by the applicant between vacant land and land with a residence. In this regard, lodged with this comment is a copy of searches of the certificate of title to no.39A Moa Point Rd. This property is at the gap between nos. 39 and 40 Moa Point Road shown on the Tonkin & Taylor plan (but it appears, not identified on the plan as owned by WIAL). The historical search records that the property was sold by the previous owner to WIAL

in or about November 2016. Our recall is that the transfer was pursuant to the Fair Purchase Offer scheme proffered by WIAL in respect of the runway extension project. Therefore, that scheme was in place before 2017. However, more significantly, our recall is that at the time of sale to WIAL, the property was vacant land because the previous owner was intending to build on the property. The unfairness of the present position compared to the earlier offer at the time of the intended runway extension, is stark. Pursuant to that earlier offer, WIAL acquired many of the properties, if not all the properties, shown in its ownership on the Tonkin & Taylor plan.

NB: In or about 2020, [REDACTED] and [REDACTED], and in or about 2022, [REDACTED], sought to treat with the applicant in respect of the applicant's 2017-2019 offers. The applicant then declined, citing in respect of [REDACTED] and [REDACTED], the effect of Covid on the operation of the airport and, by reason of that, a then reluctance to undertake capital expenditure.

In summary, we are now prevented from the reasonable enjoyment and development 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 solatium/Fair Purchase Offer scheme.

12. 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 49 and 50 Moa Point Road are not included in the Fair Purchase Offer scheme now proffered by WIAL, for these reasons:

The owners have now no incentive nor desire to develop the vacant sections whilst the disruption caused by the project proceeds. We are 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 were to build there, we would be required to suffer the noise and other adverse effects of the project until it is complete. We also risk living at a site isolated at the southern end of the strip, if all of the other properties on Moa Point Road take up the Fair Purchase Offer. We repeat our reasons in section **5. Background** above.

For these reasons 49 and 50 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 to visualise what will be the character of the site say 7 years from now if 49 and 50 are not included in the Fair Sale Offer programme. We consider that the Fair Purchase Offer condition, if not extended to 49 and 50, **in and of itself** creates an adverse impact on those properties that needs to be remedied. However, by then, 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. WIAL will likely be the owner of all properties along Moa Point Road but for 49 and 50. Those properties will either be rented by WIAL or by then demolished by WIAL. WIAL is also, already the owner or operator of the parcels of land alongside the foreshore running along Moa Point Road and the owner of a large block of vacant 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 an airport sector and no longer compatible with residential living, and blights the land. However, amidst all of that, isolated and remote, will be two plots of land (49 and 50) likely undeveloped and of questionable value. These properties would be left surrounded by airport-owned land, 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.

13. NO PREJUDICE TO APPLICANT, WIAL

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

14. REMEDY

We request the Expert Panel, if it determines that the fast-track application of WIAL be granted, that the conditions of the grant include that the solatium/Fair Purchase Offer programme also be extended to the owners of 49 and 50 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, it must be fair to and must expect fair treatment of adversely affected neighbours.

15. SECOND REASON GIVEN BY APPLICANT

In the response of Buddle Findlay dated 5 March 2026, the second reason given by WIAL for not including 49 and 50 Moa Point Rd 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 and arbitrary distinction between occupied land and vacant 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 (2017-2019) was to all owners.
- 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 WIAL, simply has no real application now.
- d) Certainly, [REDACTED] and [REDACTED], when they purchased 49 Moa Point Road in 2001 had no idea or contemplation of the adverse effects to the property subsequently created

by the airport in respect of first, the proposed runway extension, and now, the current project. Had we known of this project (on top of the runway project) we likely would not have demolished the existing dwelling on number 49.

- e) The only possible relevant knowledge would be if a property owner undertook improvements to land with the knowledge of the offer. In that circumstance, WIAL might have grounds to seek to exclude the value of improvements in any valuation.

The Expert Panel are requested to reject entirely this ground of the applicant.

16. PROCESS

If the Expert panel determines that there should be a hearing of WIAL's 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.

Dated 10 March 2026

██████████ and ██████████

Thank you for your comments