BEFORE THE ENVIRONMENT COURT **[ENV-2016-WLG-000058]**

IN THE MATTER OF	the Resource Management Act 1991 (The Act) of notice of motion under Section 87G requesting the granting of Resource Consents to **WELLINGTON INTERNATIONAL AIRPORT LIMITED** for the **WELLINGTON INTERNATIONAL AIRPORT EXTENSION OF RUNWAY CONSTRUCTION, OPERATION AND MAINTENANCE**
BETWEEN	JUMPJET HOLDINGS LIMITED
AND	WELLINGTON INTERNATIONAL AIRPORT LIMITED
TO	Registrar; and to Applicant for Consent; and to Section 274 Parties

---

SYNOPSIS SUBMISSION
ACCOMPANYING NOTICE TO STRIKE OUT

3rd December 2018

N J Kile, Managing Director, P O Box 30031, Lower Hutt 5040. Ph: 04 586 0900
Mobile: 021 061 2454, Email: jumpjet@jumpjet.net

MAY IT PLEASE THE COURT:

1. Jumpjet Holdings Limited has made a formal Application to Strike-Out the direct referral proceedings made by the Applicant, Wellington International Airport Limited. **(WIAL)**

2. **Jumpjet Airlines Limited** has set aside key elements of company development for 2.5 years, on advice from Consultants, to enable case conclusions to prevail. The Company will resume advancement in due course following the closing of the case before the Court as finalisation will provide more industry certainty.

3. This submission describes leading aspects of the Resource Consent application before the Court from the point of view of Jumpjet Holdings Limited, a notice of motion, a tabled affidavit and a chronology of recent events.

4. The Court granted a six month deferment to the Applicant **(WIAL)** until the 31st of October 2018 to allow an extensive submission to be considered by the Director of Civil Aviation. The **Annexure A** submission was in relation to an extension of the Runway at Wellington Airport. Within the Extension Project was the consideration of Runway End Safety Areas **(RESA)** considering **ICAO** (International Civil Aviation Organisation) standards as published for 191 countries.

5. WIAL has applied to the Court for further deferment until mid-March 2019 such that the case will have extended to some three years. Possible additional deferment requests are entirely feasible as a result of formal letter advice notified by the Civil Aviation Authority **(CAA),** as the organisation is unable to timeline complex technical processes.

6. The most up to date Electronic Filing of Differences **(EFOD)** Compliance Checklist published by the CAA indicates that New Zealand agrees to the safety standards of ICAO in RESA dimensions as published in ICAO Annex 14. Due to the fact that WIAL is negotiating a business case for a substandard RESA, compared to the published ICAO safety standards, the possibility of further deferment requests are likely.

7. The Supreme Court case handed down a directive to reconsider safety aspects of the WIAL Runway Extension Project. We put it that the intent was for WIAL to abide by **ICAO Annex 14** and its requirement to provide for a **240-metre RESA** safety standard at both ends of the WIAL Runway without regard to Costs. WIAL's **Annexure A** submission bases its logic on the Cost of the project and further splits the project in two sections frequently referring to a decision making process based around the Cost of **RESA** construction.

8. Thus, the **Annexure A** submission, before the Director, appeals for Business Case Costs to be included in the CAA decision-making process and therefore the submission is not admissible to these Court proceedings.

9. In terms of **"practicality"** the published principal ICAO aerodrome standards are possible to construct, outside of the argument of Costs and Environment factors. Environment factors are the reason that the case is before the Environment Court and Jumpjet accepts the concerns of other parties in these matters.

10. In cases of Cost factors prohibiting construction, ICAO standards are "opting" standards. That is, a State can "**OPT OUT"** by not entering into any construction and the existing standards remain internationally legitimate.

11. WIAL has misinterpreted the Dimensions of a RESA in that the **ICAO Annex 14 (8th Edition); Volume 1; Clause 3.5.3** was introduced to legitimise existing Runways with 90 metre RESA and support Airports that have no project planning intention to enter into future major runway construction works. Some 17,500 commercial airports exist globally with a significant number having 90 metre RESA. However, with any new runway construction the ICAO RESA standard is **240-metres** for **Code 3 and 4** aircraft.

12. In 2013, the **Technical Commission** of the 38th Session of the ICAO Assembly published a Working Paper that reviewed the standards for RESA areas. Part of the Session directive to ICAO was to undertake a **Cost-Benefit Analysis** with the view of introducing new standards. Today those standards are in place industry wide and for Code 3 and Code 4 aircraft (B737, B777 etc) the RESA standard is 240-metres. In consequence, international Cost-Benefit Analysis has been concluded and new RESA standards introduced.

13. The logical question is: **"What is the purpose of the WIAL Cost-Benefit Analysis?"** Is it to challenge the ICAO Cost Benefit analysis? If it is, then WIAL must come before the ICAO Assembly and confront an established set of standards. Whilst possible, it is unreasonable to propose that this is the purpose of the WIAL Cost-Benefit Analysis, but reasonable to propose that it is part of the WIAL Business Case to promote substandard aerodrome safety standards using dollar value Costs.

14. WIAL has used its Cost versus Benefit analysis to convince the Director to allow the construction of Runway End Safety Areas **(RESA)** outside of internationally recognised and published standards. We put it that the WIAL **Annexure A** submission is not legitimate in Court proceedings as it introduces and qualifies business case aspects whilst failing to accept industry safety standards.

15. Our consultative view, in terms of public legal liability in the aviation industry, is that any airport constructing RESA or Runways outside of ICAO published standards would be imposing an enormous risk on its Airport Company and Shareholders. Accidents can and do happen. Today, they bring with them overwhelming claims against any or all industry participants as exampled in documentation before the Court. We respectfully caution WIAL against their current strategy due to the adverse effects of accident liability insurance premiums and possible future accident compensation claims at Wellington Airport.

16. **ICAO Annex 14** standards now incorporate an Engineered Material Arresting System **(EMAS)**, if a State approves. An EMAS system still requires major construction and the use of materials and expertise that is not readily available in this region. Substantial operational difficulties accompany an EMAS system such that a runway could become unserviceable or downgraded for a considerable period with a breach of the EMAS by vehicle or aircraft causing subsidence (sinking) into the EMAS material. We note that WIAL has ruled out this method.

17. The maintenance of standards in aviation is fundamental to safe operation. As a result of the WIAL **Annexure A,** the original Resource Consent Application has been transformed from resource based public environmental impact aspects to a challenge from the Applicant **(WIAL)** against published ICAO aerodrome standards using a Business Case.

18. There has been an admission that additional aerodrome design construction is a likely possibility and any new construction will obviously have a substantially increased effect on public Environmental aspects compared to the initial Resource Consent application tabled. Jumpjet shares the concerns of other parties in this regard.

19. The regional **Environmental Impact** of such a project, based on historical evidence, is dramatic cost of living increases, uncontainable increases to rates and taxes, accelerating airport charges, a housing crisis and the subsidisation of foreign airlines. Also, current infrastructure is barely capable of supporting existing Trans Tasman annual growth let alone the impact of unrestrained immigration that accompanies such airport development.

20. We put it that the Court should not be subject to the strategies of the Applicant **(WIAL)** that have purposefully used deferment extension and the superior resources of its company and the Wellington City Council to delay due process being pursued by consent opposing parties.

21. Due process has been conceded to the Applicant **(WIAL)** and the case should proceed to closure by Strike-Out under **Section 279(4)(c)** of the Act, as further proceedings would be an abuse of process.

DATED: at Wellington 3rd December 2018

_____

Nicholas J Kile