

Attachment

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CALL	COUNCIL
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- 8 JUL 1992	
FILE NO.	134 002 000
SEQ.	105
FILM REF.	

446-001-000



CALOUNDRA AERODROME

Deed

107 0364

**Transport and
Communications**

DEED BETWEEN THE COUNCIL OF THE CITY OF CALOUNDRA
AND THE COMMONWEALTH OF AUSTRALIA

THIS DEED is made the ...²⁹... day of ...^{JUNE}... 1992
between the Commonwealth of Australia ("the
Commonwealth") and the City of Caloundra ("the Local
Authority").

WHEREAS:

- A. The Local Authority owns and operates Caloundra Aerodrome ("the aerodrome");
- B. The Commonwealth provides financial assistance for approved maintenance and development works at the aerodrome under the Aerodrome Local Ownership Plan;
- D. The Civil Aviation Authority has the responsibility for providing and maintaining air route and airway services and facilities at the aerodrome pursuant to the provisions of the Civil Aviation Act 1988 and the regulations made thereunder;
- E. The Local Authority has agreed to accept full financial responsibility for the aerodrome under the terms of this Deed.

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IT IS THEREFORE AGREED as follows:

1. In consideration of the undertakings mutually given and upon the terms set out below:
 - (a) the Commonwealth is, on and from 1 July 1992, released from paying to the Local Authority development and maintenance grants for the aerodrome under the terms and conditions of the Aerodrome Local Ownership Plan and shall have no further obligations under that Plan, except as provided in Clause 1(c) of this deed;
 - (b) the Local Authority is, on and from 1 July 1992, released from any obligation to reimburse the Commonwealth in respect of any grants made to the Local Authority under the Aerodrome Local Ownership Plan;
 - (c) the Commonwealth shall, on or before 1 July 1992, pay to the Local Authority the sum of \$31,000 by way of grant ("the grant") for expenditure by the Local Authority in carrying out the works specified in Schedule A ("the works") upon condition that the grant shall be the full extent of the Commonwealth contribution towards those works; and
 - (d) the Local Authority shall, as soon as practicable after 1 July 1992, commence the works and shall complete the works within two years of 1 July 1992 or such longer period as is approved by the Secretary.

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Local Authority Undertakings

2. The Local Authority, on and from 1 July 1992:

- (a) shall operate and maintain the aerodrome, open to public use, in compliance with Civil Aviation Regulations and Civil Aviation Authority standards for the type and category of aircraft operations at the aerodrome and shall permit access to the aerodrome to persons authorised under either the Air Navigation Regulations or the Civil Aviation Regulations;
- (b) shall be solely responsible for developing, operating and maintaining the aerodrome including visual aids and associated equipment to Civil Aviation Authority standards, except for those air navigation services and facilities provided by the Civil Aviation Authority;
- (c) shall permit open, unrestricted and non-discriminatory access to the aerodrome by airline and aircraft operators on reasonable terms and conditions, consistent with the physical limitations of the aerodrome in accordance with the Civil Aviation Authority safety standards and conditions published in the Enroute Supplement, Australia;
- (d) shall, where applicable, allow all operations and air traffic movements at the aerodrome which are in pursuance of present and future rights granted by Australia under bilateral air services arrangements with other countries and international non-scheduled operations;

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- (e) shall be responsible for the safety of the aerodrome in accordance with the Air Navigation Act 1920, the Civil Aviation Act 1988, the Air Navigation Regulations, the Civil Aviation Regulations and Orders made pursuant to those Regulations;
- (f) shall be responsible for the security of the aerodrome in accordance with the Air Navigation Act 1920, the Air Navigation Regulations and any direction or order made pursuant to the Regulations;
- (g) shall take such action as is within its power to prevent the restriction of aircraft operations to and from the aerodrome by objects, such as buildings, other structures, trees or other natural objects, projecting through the existing and potential obstacle limitation surfaces of the aerodrome;
- (h) shall take such action as is within its power to:
 - (i) create land-use zoning around the aerodrome which will prevent residential and other incompatible development in areas which are, or which may be, adversely affected by aircraft noise;
 - (ii) prevent the introduction of activities likely to create a hazard to aircraft including activities likely to attract birds; and
 - (iii) prevent developments which would be incompatible with Civil Aviation Authority air navigation and communications facilities;

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(j) subject, first, to the Civil Aviation Authority providing those services necessary under the Civil Aviation Regulations for the type and volume of aircraft traffic operating at the aerodrome and, second, to the Bureau of Meteorology providing meteorological services, shall provide from time to time for lease for nominal consideration (except for all outgoings in any way connected to or incidental to the aerodrome including but not limited to service costs, electricity, water) such space and right of access thereto both above and below ground within the aerodrome as:

(i) the Civil Aviation Authority reasonably requires for the purpose of establishing, providing, maintaining, modifying or operating air route and airway services and facilities and associated equipment and for the performance of such other aviation related activities and services including the provision, installation, maintenance and operation of facilities and equipment which shall remain the property of the Civil Aviation Authority and the Civil Aviation Authority shall have the right of removal of the facilities and equipment;

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- (ii) the Bureau of Meteorology reasonably requires for the purpose of establishing, providing, maintaining, modifying or operating meteorological facilities and associated equipment and for the performance of such other meteorologically related Commonwealth activities and services including the provision, installation, maintenance and operation of facilities and equipment which shall remain the property of the Bureau of Meteorology and the Bureau of Meteorology shall have the right of removal of the facilities and equipment;
- (k) may lease or license the whole or any part of the aerodrome so that it will be operated as an aerodrome in compliance with Civil Aviation Regulations and Civil Aviation Authority standards and with international conventions to which Australia is a party PROVIDED that any such lease or licence shall have as one of its terms an obligation on the lessee or licensee to comply with the undertakings set out in Clause 2 of this Deed to the extent that the same are reasonably applicable to such lessee or licensee;
- (l) shall provide by way of lease or licence or otherwise for the use of parts of the aerodrome by Companies or persons engaged in businesses directly related to the air transport industry without unjust discrimination and on fair and reasonable terms and conditions;

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- (m) may lease or license any part of the aerodrome for any purpose, other than for the operation of an aerodrome as provided for in Clause 2(k), that does not contravene any conditions specified by the Civil Aviation Authority for the operation of the aerodrome or international conventions to which Australia is a party;
- (n) if a dispute arises between either the Local Authority or a person to whom the aerodrome has been leased or licensed under Clause 2(k) of this Deed and a Third Party on access to the aerodrome or the reasonableness of terms and conditions of access to the aerodrome, upon the request from the Third Party, shall submit the dispute to conciliation administered by the Australian Commercial Disputes Centre Limited ("ACDC") and conciliation shall be conducted in accordance with the conciliation rules of the ACDC or shall submit the dispute to another conciliator as agreed between the parties to the dispute;
- (o) in the event of a dispute referred to in Clause 2(n) of this Deed not being resolved within 30 days after the appointment of a Conciliator (or such longer period as the Local Authority, the lessee and the Third Party may agree), shall submit the dispute to arbitration administered by the ACDC or other arbitrator as agreed between the parties to the dispute provided that such arbitration shall be held in Brisbane in accordance with and subject to the laws of the State of Queensland;

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- (p) shall not, without the consent in writing of the Secretary, close the aerodrome or sell, lease or otherwise dispose of or part with the possession of the land or any part of the land comprised in the aerodrome other than a disposal by way of lease or licence under the provisions of clause 2(j), 2(k), 2(l) and 2(m) hereof;
- (q) shall keep adequate records and accounts in respect of the grant referred to in clause 1(c) for the purposes of audit by the Commonwealth; and
- (r) shall provide to the Secretary an annual statement certifying the progress of the works and the amount of the grant expended at that time and, at the completion of the works, a statement certifying that the works have been completed and that the grant has been expended on the works.

Commonwealth Undertakings

3. The Commonwealth agrees not to collect charges under the Air Navigation (Charges) Act 1952 for the use of the aerodrome on and from 1 July 1992.

Miscellaneous

4. The Local Authority shall bear any State or local government tax or charge payable in respect of this Deed. Each party shall otherwise bear its own legal or other costs in relation to the preparation and execution of this Deed.

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5. The Commonwealth shall not be liable for the costs of a conciliation or arbitration under subclause 2(n) or 2(o) of this Deed, or any costs incurred as a result of any dispute between the Local Authority or the lessee and a Third Party in respect of access to the aerodrome or the reasonableness of terms and conditions of access to the aerodrome.
6. The local authority on and from 1 July 1992 shall have the right to determine and collect charges for aerodrome operations, other than those imposed under the Civil Aviation Act and Regulations made thereunder, as are necessary to cover the cost of developing, operating and maintaining the aerodrome.
7. This Deed shall be governed by and construed in accordance with the laws of the State of Queensland.
8. This Deed constitutes the entire agreement between the parties in relation to the future operation of the aerodrome and replaces all previous agreements, arrangements or undertakings.
9. It is the intention of the parties that the rights and obligations of the parties under this Agreement continue and the expressions "the Commonwealth" and "the Local Authority" shall as far as possible include the statutory successors, and assignees thereof to the intent that such rights and obligations shall continue herewith.

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10. In this Deed

- (a) "Civil Aviation Authority" means the Authority established by section 8 of the Civil Aviation Act 1988;
- (b) "Secretary" means the Secretary to the Department of Transport and Communications and includes any person acting as Secretary and any person authorised by the Secretary to act on his behalf;
- (c) where a word is also defined in the Air Navigation Regulations or the Civil Aviation Regulations the meaning of that word shall be as defined in the Air Navigation Regulations or Civil Aviation Regulations; and
- (d) a reference to any Act or Regulation shall include all present and future Acts and Regulations and all amendments thereto and re-enactments thereof and all by-laws and orders made thereunder.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED SEALED AND DELIVERED

by.....
ANNE NICOLE MORGAN.....

.....*Nicole Morgan*.....

for and on behalf of the
COMMONWEALTH OF AUSTRALIA in
the presence of.....

.....*Leigh Stuart Crutchley*.....

.....*Stuart*.....

THE COMMON SEAL of the City
of Caloundra was hereunto
affixed in pursuance of a
resolution of the Caloundra
City Council in the presence
of

.....*Barry Gray*.....
.....*Rob White*.....

Mayor

Town Clerk