


## OPERATING APPROVAL

Acting under delegated authority, I hereby grant approval under Civil Aviation Rule 101.205(a)(1)(iii)(B) for the Papakura Manukau Aeromodellers Club (PMAC), under the controlling authority of the Club President, Mr Mike Knowles, or a delegated club duty safety officer authorised by the Club President, to conduct model aircraft operations at Mercer Airfield above 400 feet above ground level subject to the following conditions:

- Maximum height not to exceed 1000 feet above ground level
- All operations are to be conducted in accordance with the PMAC Operating Rules as at Appendix D of the Mercer Airfield Agreement 01 October 2014
- Operations are to be conducted in accordance with the agreement between PMAC and Mercer Aerodrome operators Palms On George Ltd dated 01 October 2014.
- A club duty safety officer is to be present on the airfield when this approval is exercised
- Each pilot-in-command of a model aircraft must have an observer in attendance to identify manned aircraft traffic and provide advice on separation of aircraft to the pilot-in -command
- Model aircraft must give way to all manned aircraft on the ground and in the air and a listening watch is to be maintained on VHF using the current listed frequency.

This approval remains in force until 04 July 2020 and may be revoked or suspended at any time by the Director in writing.



Mark Houston

Senior Technical Specialist Unmanned Aircraft and Recreational Aviation

Civil Aviation Authority of New Zealand

04 July 2018



## OPERATING APPROVAL

I Rex Michael Kenny acting under delegated authority hereby approve the Papakura Manukau Aeromodellers Club, under the controlling authority of Mr Mike Knowles or a club duty safety officer authorised by the club president, to conduct model aircraft operations at Mercer Airfield above 400 feet AGL under the following conditions.

- Maximum height not to exceed 1000 feet above ground level
- Each pilot has an observer in attendance to identify full size aircraft traffic and provide separation advice to the pilot.
- Operations are conducted in accordance with an agreement with the Airfield owner.
- A club duty safety officer is to be present on the airfield when this approval is exercised
- A VHF radio will be monitored for local area traffic when model aircraft are being flown.

This approval is issued in accordance with Rule 101.205(a)(1).

This approval remains in force until 10 March 2018 and may be suspended or revoked at any time by The Director in writing.

Rex M Kenny

Manager Special flight Operations & Recreational Aviation

Civil Aviation Authority of New Zealand

10 March 2016

18/MSCG/39

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3/7/2018

## Airfield Agreement

**THIS DEED** dated the 1<sup>st</sup> October 2014  
**BETWEEN** **Palms On George Ltd** ("Licensor")  
**AND** **Papakura Manukau Aeromodellers Club (PMAC)** ("Licensee")

### BACKGROUND

- A. The Licensor has exclusive use of the Airfield.
- B. Licensor has agreed to grant Licence Rights to the Licensee relating to the Airfield and access to the Airfield on the terms of this deed.

### WITNESSES AS FOLLOWS

#### INTERPRETATION

1. In this licence unless the context indicates otherwise:

"**Aircraft**" means powered aircraft or gliders or helicopters;

"**Container**" means the container – 1 x 20ft container;

"**Commencement Date**" means the **1<sup>st</sup> October 2014**;

"**Common Area**" means the area highlighted orange on the attached plan in Appendix C;

"**Airfield**" means the area known as the **Mercer Airport**;

"**Initial Licence Fee**" means a fee of **\$4,800 pa** (gst incl);

"**Licence Fee**" means the annual licence fee payable by the Licensee under this licence, currently being based upon **\$20 per person per day** (gst incl). The Licence Fee includes the Licensee's fair proportion of rates, power and use of any common area;

"**Licensee**" means the person or organisation described in Appendix A and includes the Licensee's members, executors, administrators, successors and permitted assigns;

"**Licensor**" means **Palms on George Ltd** and includes the Licensor's executors, administrators, successors and assigns;

"**Model Aircraft**" means the **Model aircraft owned and/or operated by PMAC members**;

"**Storage Fee**" means the fee for storing items at the Airfield calculated on an annual sq/mtr rate as determined at the annual review where the current rate is **\$50/sqm plus GST**

### GRANT OF LICENCE

2. The Licensor grants to the Licensee a non-exclusive Licence to use the Airfield for model aircraft flying, all model aircraft flying must be carried out in accordance with rules of the **Papakura Manuaku Aeromodellers Club** (attached as Appendix D) and its national body (Model Flying NZ) and in compliance with the Civil Aviation Authorities regulation. Licence to use the



Airfield will be effective from the Commencement Date, at the Licence Fee and subject to the terms of this licence. The Licensee accepts those rights.

3. The Licensor will designate the position of the model aircraft operation and shall have the right to change the position of operation at any time. It is agreed at the commencement of this agreement that the operation will commence from the threshold of R27 for 100mtrs, accessible via the northern boundary access road.
4. The Licensee, or any person authorised by the Licensee, shall not be entitled to use the Airfield for any other purpose than Papakura Manukau Aeromodellers Club normal operations unless otherwise agreed by the Licensor and Licensee in writing. For the purpose of this clause, events and inter-club competitions are not deemed to be normal operations and shall require the consent of the Licensor for which additional licence fees may be applied.
5. The Licensee, or any person authorised by the Licensee, shall not be entitled to park any vehicle on the Common Area without the express permission of the Licensor. There are designated car parking spaces marked for the purpose.
6. The Licensee shall be permitted to use the pilots lounge as designated by the Licensor during customary business hours or by arrangement. For the purpose of security and safety, access to other associated airside facilities is to be limited to the direct operational personnel of the licensee and their guests who shall be recorded in a daily logbook which identifies the member flying, safety observer, and any guest.
7. The parties agree to the storage of a Container on the airfield abeam the operational area on the northern boundary fence line with adjacent car-parking accessible via the northern boundary road for members only. Guest parking shall be limited to the areas designated west of the bridge and not airside.

#### **PAYMENT OF FEES**

8. The Licensee must pay to the Licensor an Initial Licence Fee (\$4,800) and the container Storage Fee (\$1,173) upon the commencement of this Licence. All fees to be paid to:

**Palms on George Ltd – Trading as Mercer Airport  
ASB Bank Ltd – A/c 12-3221-0062057-00**

#### **ANNUAL FEES REVIEW**

9. The Licensor may review the Licence and Storage fee during the term of the Licence in each year. The Licensor shall notify the Licensee of any variation to the Fees in writing. The new Licence Fee shall be effective from the 1st day of October following the Licence Fee review. The review shall reflect but is not limited to any increase of the Licensor's head lease.

#### **ASSIGNMENT OF LICENCE**



10. The Licence Rights are personal to the Licensee. The Licensee must not assign or agree to assign this Licence without the consent of Licensor.
11. Where the Licensee is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital, whereby in either case there is a change in the effective management or control of the company, is deemed to be an assignment

#### **LOSS OR DAMAGE**

12. The Licensor is not responsible for or liable to the Licensee or any other person for any loss or damage caused or sustained in any way in respect of the model aircraft or any other equipment, fixture, fitting and chattels installed or located on the Airfield.
13. The Licensee acknowledges that the Licensee and all persons authorised by the Licensee to have access to the Airfield do so at their own risk.

#### **INSURANCE**

14. The Licensee must fully insure and keep insured the Licensee's equipment, insurable value on a replacement basis against loss, damage or destruction by fire and all usual and other risks which the Licensor reasonably requires to be covered, to the satisfaction of the Licensor.
15. The Licensee indemnifies the Licensor against any increased or additional insurance premiums payable by the Licensor as a result of the Licensee's act or default. The Licensee must pay those increased or additional insurance premiums to the Licensor on demand.
16. The Licensee must take out a public liability insurance policy. The amount of cover under that policy must not be less than \$1,000,000.00. The policy must include liability for:
  - (a) damage to or destruction of:
    - i. building(s) erected on the Licensor's exclusive use area; and
    - ii. any aircraft, vehicles, fixtures, fittings, chattels and equipment affixed to, located in or installed in the building(s) (including equipment owned by other licensees of the Licensor); and
  - (b) losses, including consequential losses, damages and costs arising directly or indirectly from any one or more of the following:
    - i. any fire, explosion or other hazard emanating from Licensee's use of the buildings and Common Area;
    - ii. any act or default of the Licensee or of any person for whom the Licensee is responsible.

#### **NOTIFICATION OF DEFECTS**

17. The Licensee must immediately bring to the Licensor's attention any damage, breakage or defect in or to any part of the Licensor's property, to any services and systems, and any circumstances likely to cause damage or injury to property or persons.

## TERMINATION

18. Either party will have the right to terminate this Licence by giving at least 30 days' notice in writing to the other party.
19. The Licensor reserves the right to terminate this Licence immediately at its sole discretion if:
  - (a) the Licensee fails to perform or observe any terms of this Licence;
  - (b) the Licensee fails to remedy such a breach immediately upon receipt of Licensor's written notice of the breach.

## INDEMNITY

20. The Licensee indemnifies the Licensor against all costs (including legal costs) and expenses incurred by the Licensor in taking action to demand and/or recover any part of the Licence Fee or other money payable by the Licensee under this Licence.
21. The Licensee further indemnifies the Licensor in respect of any claims, action proceedings, or other liabilities suffered by the Licensor as a result of the Licensee's breach of terms under this agreement, provided such breach occurred due to the Licensee acting wilfully, negligently, or dishonestly. The parties agree that the Licensee's indemnity under this clause is limited to the amount of \$15,000 (adjusted annually by the CPI index) in any single proceeding, claim, action or other liabilities as applicable and suffered by the Licensor.

## NO LEASE

22. The Licensee acknowledges that the granting of this Licence does not create a lease or an interest in the Airfield, or otherwise confer any rights of exclusive use of same.
23. The Licensee must not register or cause to be registered a caveat over the title(s) to the Licensor's exclusive use areas.

Executed as a deed.

Signed by **Palms on George Limited**

as Licensor by its Directors:

\_\_\_\_\_

\_\_\_\_\_

Signed by .....

*representing PMAC October 2014*

as Licensee:

*[Signature]*

## APPENDIX A

### Licensee Contract Details

Name: Papakura Manukau Aeromodellers Club (PMAC)

Contact Person: Mike Knowles

Street Address:

Postal Address (for notices): C/- Ron Wilson, 82 Kilkenny Drive, Dannemora 2016

Phone: (09)

Mobile: 0274 893 374

Email: [buttonz@nettle.net](mailto:buttonz@nettle.net)

List of Licensee personnel accessing the airfield – please attach a **Club Membership list**

#### Officers of the Club

Name	Phone Number	Email	Address
President – Mike Knowles	027-489-3374	<a href="mailto:buttonz@nettel.net.nz">buttonz@nettel.net.nz</a>	
Treasurer – Ron Wilson	021-669-534	<a href="mailto:ronw1@xtra.co.nz">ronw1@xtra.co.nz</a>	82 Kilkenny Dr, Dannemora 2016
Secretary – Cliff Key	027-494-4823	<a href="mailto:ckey@xtra.co.nz">ckey@xtra.co.nz</a>	
Vice-President – Alan Dick	027-452-6480	<a href="mailto:aadick@xtra.co.nz">aadick@xtra.co.nz</a>	
Editor – Ming Lim	022-318-9210	<a href="mailto:pmacnz@gmail.com">pmacnz@gmail.com</a>	
Committee – Colin Kemp			
Jeremy Davies			
Paul Johnston			
Peter Angus			
Stuart Irvine			

### Licensors Contact Details

Operator: Palms on George Limited

Contact Person: Dee Bond 021 755300  
Neil Young 021 920049

Email [dee@deebond.co.nz](mailto:dee@deebond.co.nz)  
[neil@younggroup.co.nz](mailto:neil@younggroup.co.nz)

Address: PO Box 742  
Pukekohe 2340



## **APPENDIX B**

### **OPERATIONAL PROCEDURES – MERCER AIRPORT**

#### **Facilities:**

- Hangar keys issued to each hangar tenant
- Common toilet facilities at Dome building
- Aircraft wash area in front of the main Hangars
- Refuelling available from container on east side of bridge. Prior notice required - contact Jim Lyver on 027 4400747 to arrange
- Check notice board located outside Dome café building for current and future events and airfield information
- Guest parking in designated parking spaces at Dome and behind Backpackers, not across the bridge on the airfield

#### **Operations**

- To meet Resource Consent requirements priority will be given as follows
  1. NZSkydive Ltd and Mercer Flying Centre Ltd operations
  2. Mercer airfield tenants and other approved operators {incl. Papakura Manukau Aeromodellers Club (PMAC)}
  3. All other users - standard procedures apply as promulgated in AIP
- Vehicular access onto the airfield shall be limited to operational vehicles only which shall use hazard lights at all times when moving around the airfield beyond the access bridge, and shall stop for and give way to aircraft when crossing the runway at the threshold of R09.
- All persons shall wear HiViz jackets while operating on the airfield.

#### **Operating Hangar Doors**

Hangar door controls are located inside the main entrance door to the hangar

##### **Opening Roller Doors**

- Ensure the Mullion Travel Area, painted floor area in the centre between the roller doors, is clear of obstructions before activating hangar doors
- Raise hangar doors before operating mullion hoist
- Raise mullion to the fully up horizontal position

##### **Closing Roller Doors**

- Lower mullion and lock into place manually ensuring pins drop into the ground holes before
- Lowering hangar doors
- Ensure hangar door lock bolts locate into the position holes in the hangar floor

Do not leave the hangar unattended with the hangar doors open – close the doors before going flying

#### **Aircraft Ground Operations**

- No aircraft is to be started or taxied west of the Dome buildings due to increasing general public activity using the Backpackers, Café, and Skydiving facilities unless accompanied by ground crew to walk with aircraft to keep general public who may be within the vicinity clear and safe.
- Due to hangar congestion, a minimum of two people are required to move aircraft around the hangar, and tenants are requested to use due care and diligence when moving aircraft.



- Any and all hangar rash incidents or accidents are to be reported immediately to the Licensor (Dee Bond 021-755300 dee@deebond.co.nz); no matter how insignificant they may appear.

### **Airfield Aircraft Operations**

- **Remember** the circuit is to the south, it has been designed that way due to noise abatement procedures to maintain good neighbourly relations.
- **Check NOTAMs** before operating at the airfield
- Any and all airfield incidents or accidents are to be reported immediately to the Licensor (Dee Bond 021-755300 dee@deebond.co.nz)
- Please be aware that for skydiving operations the preferred runway use whenever possible will be – Take-offs on R09 and landings on R27 to minimise overflying houses and property to the west of the airport.

- **Departures R09**

To the south west – depart via the right hand circuit.

To the north east- climb 1,000ft prior to turning left, or turn right and depart via the circuit, or continue to the east.

- **Departures R27**

Line-up and use full length of runway – this is to maximise climb over houses west of the airfield and to provide options in the event of EFATO.

For training purposes – only dual stop and goes are permitted, otherwise stop and backtrack to use full runway length for take-off, or continue with touch and go.

Turn left into the circuit prior to the house at 500mtrs on the extended centreline unless able to obtain **850ft AMSL to overfly that house**. Avoid overflying the airfield buildings and the neighbouring farm buildings (particularly the milking sheds and homesteads within the circuit pattern).

To the north west – depart via the left hand circuit, unless able to meet the requirement of 850ft by the house at 500mtrs from the end of the runway and climb to 1000ft before right turn, or continue to the west.

To the south east – depart via the left hand circuit.

- Correct communication procedures are essential at all times for safe airport practice and within the Mandatory Broadcast Zone (MBZ) and Danger Zone D222. Establish two-way communications with “Mercer Traffic” on 133.05 before entering the Runway via Radio Check when taxiing out (Model Aircraft operate most fine weekends and are on COMMs), and advise intentions to “Mercer Traffic” re departure sequence or circuit intentions before take-off. When joining advise “Mercer Traffic” prior to entering the MBZ and again on joining the circuit, downwind, and on final approach.
- Good communications with the skydiving operators and radio modellers are essential to maintain safe operations and key to good airmanship, and to minimise any wait/hold times. It will be very rare when a wait or hold becomes necessary.
- For safety please start aircraft engines east of the dome café building unless accompanied by ground crew to keep the general public clear and safe.

***Safe flying; enjoy the use of Mercer Airport!***



**APPENDIX D**  
**Club Operating Rules of PMAC**

**PMAC Standard Operating Procedures for flying RC models at Mercer Airport**

- All vehicles must use Hazard lights while inside the operational area and must stop before crossing the western runway threshold, both upon entering and leaving the runway system, to ensure that the runway is clear of departing or arriving full size aircraft. Only cross over the threshold after it has been ascertained that it is clear to do so. Access to the model flying site is via the metal perimeter road that runs along the west and northern fence line for the whole length of the runway. Vehicles must not drive on the runway.
- All MFNZ flying rules must be adhered to as well as CAA part 101 rules. This includes a daily check of the integrity of the model and onboard systems
- It is mandatory to have an observer (CAA rules)
- Hi visibility clothing must be worn on the flight line
- A radio watch must be maintained on 133.05 anytime models are flying
- Full size operations have right of way at all times and models must clear the area at the approach of any full size aircraft into the Circuit or onto the Runway
- Maximum height of 400' unless approval is obtained for a higher limit
- RC system 'fail safe' must be utilised to bring the motor RPM to idle or cut off in the event of any loss of contact between the transmitter and receiver.
- The general model flying circuit is to the south and models should fly in the circuit pattern when more than one model is in the air at the same time
- Maximum of 5 models in the air at the same time
- Frequency control system must be used when 2 or more *non 2.4ghz* RC are present at the same time
- Models not to be flown to the west more than half way to the canal
- Every person including visitors must be entered into the log book ( inside the container) daily
- Observe the speed limit on the access road (between Koheroa Rd and the airfield) to minimise dust nuisance



# Map

ion for your map.

## Legend

- Airport
- Mangatawhiri
- Mercer PMA
- PMAC Merc



600 m

North



18/MSCG/39  
copy - File  
3/7/2018

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**Mark Houston**

**From:** Dee Bond <dee@deebond.co.nz>  
**Sent:** Tuesday, 3 July 2018 1:24 PM  
**To:** Mark Houston  
**Subject:** Re: PMAC (Papakura Manukau Aeromodellers Club) Airfield Agreement 2014

Hello Mark

We have no objection.

They would like to move to a more central location on the airfield. Currently they operate from the Eastern end of the airfield but we built some hangars close by last year and so it is appropriate that they move mid-field and share the area the NMAC have previously operated from but have not used very often in the past 2yrs.

I don't think this should affect their application to you.

I am currently in the USA, having raced the all-Womens Air Race Classic and placed 6th and fastest on the last leg winning us the Ninety-Nines Trophy. I will be back in NZ 12July.

Kind regards

Dee Bond

Sent from my iPhone

On 2/07/2018, at 8:55 PM, Mark Houston <[Mark.Houston@caa.govt.nz](mailto:Mark.Houston@caa.govt.nz)> wrote:

Hello Dee,

I am processing an application from PMAC for renewal of their operating approval under Rule 101.205(a)(1) up to 1000 feet above ground level at Mercer Aerodrome flying site.

Operations will need to be conducted under the Airfield Agreement with the Mercer Lincensor as at 2014.

Do you have any objection to the continued use of the airfield under the agreement including the PMAC Operating Rules at Appendix D of the agreement, and to 1000 feet AGL?

Regards.

Mark Houston |Senior Technical Specialist Unmanned Aircraft and Recreational Aviation

**Civil Aviation Authority of New Zealand | Te Mana Rererangi Tumatanui O Aotearoa**

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[mark.houston@caa.govt.nz](mailto:mark.houston@caa.govt.nz) | [www.caa.govt.nz](http://www.caa.govt.nz)

<image001.png>

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