

CONTENTS

	Page
1	OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS 3
2	RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE 3
3	CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS 3
4	MATTERS WHICH REQUIRE DISCUSSION..... 4
4.1	Airport Committee Terms of Reference - Membership 4
4.2	Narrogin Airport Reserve Account..... 7
4.3	Renewal of Leases 40
4.4	Airport Rates..... 78
5	GENERAL BUSINESS..... 82
6	CLOSURE OF MEETING 82

NARROGIN AIRPORT COMMITTEE MEETING

23 OCTOBER 2018

1 OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

Being the inaugural meeting of this committee post the October 2017 Local Government elections, the EMCCS presided and opened the meeting at 5:35 pm.

The EMCCS called for nominations for the position of Presiding Person to preside over the committee until October 2019.

President L Ballard was nominated by Cr T Wiese, this was seconded by Cr C Ward.

There being no further nominations President L Ballard accepted the nomination and was declared by the EMCCS as presiding person of the Airport Committee until October 2019.

2 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Committee Members

Mr L Ballard – Shire President
Cr T Wiese – Deputy Shire President
Cr C Ward
Cr M Fisher

Staff

Mr T Evans – Executive Manager Technical & Rural Services (EMTRS)
Mr F Ludovico – Executive Manager Corporate and Community Services (EMCCS)
Mrs W Russell – Executive Support Officer (Minutes)

Apologies

Mr D Stewart – Chief Executive Officer (CEO)
Cr G Ballard
Mr G Hansen – St John

Guests

Mr H Leach – Narrogin Flying Club
Mr D Harrington – Narrogin Gliding Club

3 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

Officers' Recommendation & Committee Resolution

Moved Cr Ward

Seconded Cr Fisher

That the minutes of the Airport Committee Meeting held on 4 September 2017 be confirmed as an accurate record of proceedings.

CARRIED 4/0

4 MATTERS WHICH REQUIRE DISCUSSION

4.1 AIRPORT COMMITTEE TERMS OF REFERENCE - MEMBERSHIP

File Reference	A391
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Executive Manager Technical & Rural Services (EMTRS)
Previous Item Numbers	Previously Presented to the Airport Committee 4 September 2017
Date	27 August 2018
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer (CEO)
Attachments	Airport Committee Terms of Reference - September 2018

Summary

That with respect to the Airport Committee Terms of Reference that the Airport Committee consider to:

1. Adopt the Airport Committee Terms of Reference as presented at Attachment 1;
2. Endorse the EMTRS to present the Airport Committee Terms of Reference (Attachment 1) to Council for adoption.

Background

At the Airport Committee meeting held 4 September 2017, a revised terms of reference including an expanded membership was put to the Committee for resolution. The expanded membership included members from specified organisations such as the Narrogin Gliding Club, Narrogin Flying Club and St Johns Ambulance.

The Airport Committee resolved to adopt these terms of reference with the expanded membership and resolved for the EMTRS to present this to Council for adoption.

The item was presented to Council at its Ordinary Council Meeting held 27 September 2017 where resolution 0917.108, carried 6/0 resolved to “Adopt the revised Airport Committee Terms of Reference as presented in the Airport Committee minutes 4 September 2017”

At Council’s Ordinary Meeting held 25 October 2017 item 10.3.108 - COUNCIL AND COMMUNITY COMMITTEE REPRESENTATION was presented to Council for resolution.

The item stated that “*after each election, Council is required to review the committees of council and receive nominations for the standing committees, occasional committees and the community organisation representatives. These elected members are then expected to attend these meetings and represent Council*”. The membership put forward for this item did not contain membership for the specified organisations i.e. Narrogin Gliding Club, Narrogin Flying Club or St Johns Ambulance.

Comment

It is the author's intent to present a revised terms of reference inclusive of the specified organisational membership (Attachment 1) to the Airport Committee for resolution and presentation back to Council for adoption.

Consultation

Dale Stewart - CEO

Statutory Environment

The majority of Committees are established under the *Local Government Act 1995* –

s.5.8 to s.5.18 – Committees and their meetings.

s.5.19 to s.5.25 – Matters affecting Council and Committee meetings.

s.5.59 to s.5.90 – Financial interests, declarations, gifts etc.

Also refer to *Local Government (Administration) Regulations 1996* –
r.4 to r.14B – Committees and committee meetings.

Shire of Narrogin Meeting Procedures Local Law 2016, unless otherwise provided for by the Act or Regulations.

(Extracted from Shire of Narrogin Committees – Establishment and Terms of Reference – Appendix 1)

Policy Implications

Nil

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation
Strategy:	4.1.1 Continually improve operational efficiencies and provide effective services
Strategy:	4.1.2 Continue to enhance communication and transparency

Voting Requirements

Simple majority

Officers' Recommendation & Committee Resolution

Moved Cr Fisher

Seconded Cr Ward

That with respect to the Airport Committee Terms of Reference, that the Airport Committee recommend to Council the adoption of the Airport Committee Terms of Reference as presented at Attachment 1.

CARRIED 4/0

1.2 Narrogin Airport Committee

Statutory context Appendix 1 – Standard conditions for establishment of Council Committees

Council context Appendix 1 – Standard conditions for establishment of Council Committees

History Established 25 October 2016

Establishment

Objectives To advise Council on –

- airport development
- airport services
- airport infrastructure
- user and lessee management

Membership

Composition resolved by Council	
Nomination of	No
Elected members, including ex-officio	4
Employees, including ex-officio	0
Other persons – Community at large	0
Specified organisations:	
Narrogin Gliding Club	1
Narrogin Flying Club	1
St Johns Ambulance	1
Total Membership	7
Quorum	4

Meetings Appendix 1 – Standard conditions for establishment of Council

Committees Administrative Support

Senior Officer responsible	Executive Manager Technical & Rural Services
Initial contact person	Executive Support Officer, Technical & Rural Services

Role and Scope of Committee

1. To investigate, plan and report on options and proposals for airport development and expansion.
2. To review existing services (user access, navigation, emergency response etc.) and ensure highest practicable standard is maintained.
3. To monitor the physical infrastructure (runway, buildings, fencing, equipment etc.).
4. To provide a further avenue of communication and consultation between Council, users and lessees of land, or buildings, and advise Council on the management of facilities.

– End of TOR

Notes

4.2 NARROGIN AIRPORT RESERVE ACCOUNT

File Reference	A391
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	27 August 2018
Author	Torre Evans – Executive Manager Technical & Rural Services (EMTRS)
Authorising Officer	Dale Stewart – Chief Executive Officer (CEO)
Attachments	1. Narrogin Airport Master Plan 2013

Summary

The Airport Committee is asked to consider:

1. Endorsing the EMTRS to present an agenda item to Council requesting that an Airport Reserve Account be created.
2. Endorsing the EMTRS to request Council agree in principle to committing annual funds of \$15,000 to an Airport Reserve account.
3. The Airport Committee consider how to use the remaining \$10,000 in the current budget on the Airport Asset.

Background

The 2018/19 budget contains net \$20,000 discretionary expenditure for the Airport, \$10,000 of which was allocated to seal an area of unsealed land near the new 160,000 litre water tank to adjoin the sealed runway that was installed for the purpose of refilling water bomber planes to fight fires. The intention to seal the area of land for water bomber planes was for Occupational Safety and Health (OSH) so as persons refilling water bomber planes were not exposed to the hazard of projectiles such as small rocks and grit being project by the planes propellers whilst refilling.

A further \$10,000 (of the \$20,000) was allocated to the Airport for the purpose of attracting matching grant funding should it be available.

There are also maintenance funds contained in the budget for the purpose of general upkeep grader work to reform drainage along the southern side of the gravel run way and maintenance grading of the gravel runway.

Comment

The Regional Airport Development Scheme (RADS) is a State Government grant program delivered by the Department of Transport aimed at improving airport related infrastructure in regional Western Australia, with Western Australia being the first state to provide funding for airport infrastructure in regional areas. The funding for 2017/18 and 2018/19 closed 5 August 2016. The Department of Transport has advised that the 2019-21 RADS funding round will be advertised in the last quarter of this year and that the Shire of Narrogin is on the mailing list and will be notified when it opens.

With there not being any grant funding available at this time, the question remains with what to do with the remaining \$10,000 that was allocated to the Airport. Some options may be:

1. Identify any requirements in the Narrogin Airport Master Plan 2013 (Attachment 1)
2. Create a Council Reserve Account for the \$10,000 to be kept via an EMTRS agenda item to Council seeking endorsement to do so.
3. Line marking.

The Airport Master plan does not readily identify any projects where the \$10,000 could be spent however at present there is no Council reserve account to put savings for the purpose of maintenance i.e. sealed runway or future development. The sealed runway was reported to have had seal work – widening, carried out on it in the late nineties.

A recent inspection of the seal at the runway by the Manager of Operation indicates that the seal is in very good condition due to the low amount of traffic. It was also identified that the line marking on the runway was faded and could be improved by new line marking. The Manager of Operations also estimates that due to the seal being in such good condition that there is no need for a reseal for up to 10 years or more. The need for resealing the runway will eventuate in the future so it would be prudent to bank annual savings to a reserve account.

The estimated cost to reseal the current sealed runway, with 5mm granite aggregate, would be in the vicinity of \$83,710 based on the length of the runway - 1522 metres and width 20 metres with a total area of 30,440 square metres at approximately \$2.75 per square metre to seal.

Consultation

- Dale Stewart – Chief Executive Officer (CEO)
- John Warburton – Manager Operations (MO)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Should the Airport Committee endorse the creation of an Airport Reserve Account, then Council will be asked to endorse such an account and consider committing funds annually to this reserve for the purpose of maintaining and developing the Airport asset.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	1. Economic Objective (Support growth and progress, locally and regionally)
Strategy:	1.3.2 Review and implement the Airport Master Plan
Objective	3. Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4 A well maintained built environment
Strategy:	3.4.1 Improve and maintain built environment

Voting Requirements

Simple Majority

Officers' Recommendation

That with respect to creating a Narrogin Airport Reserve Account, the Airport Committee:

1. Endorse the EMTRS to present an agenda item to Council requesting that an Airport Reserve Account be created.
2. Endorse the EMTRS to request Council agree in principle to committing annual funds of \$15,000 to an Airport Reserve account.
3. The Airport Committee to provide guidance to the EMTRS on how to use the remaining \$10,000 in the current budget on the Airport Asset, such as runway markings.

Committee Resolution

Moved Cr Fisher

Seconded Cr Ward

That with respect to the Narrogin Airport, the Airport Committee:

1. Endorse the EMTRS to present an agenda item to Council requesting that an Airport Reserve Account be created.
2. Endorse the EMTRS to request Council agree in principle to committing annual funds of \$15,000 to an Airport Reserve account.
3. Highlighted the need for reviewing the line marking and the installation of two (2) caution signs.
4. Noted that they would discuss additional works that might be required within the 18/19 Budget allocations, following the completion of point 3.

CARRIED 4/0

NARROGIN AIRPORT

MASTER PLAN

for the

Shire and Town of Narrogin



July 2013

by

Forte Airport
Management



NARROGIN AIRPORT

MASTER PLAN

TABLE OF CONTENTS

		Page
1.0	INTRODUCTION	1
2.0	EXISTING FACILITIES	2
	2.1 History	2
	2.2 Runways and Taxiways	2
	2.3 Apron	3
	2.4 Buildings	3
	2.5 Vehicle Access	3
	2.6 Refueling Facilities	4
	2.7 Engineering Services	4
3.0	AVIATION PROJECTIONS	4
	3.1 Current Traffic	4
	3.2 Demand Analysis	5
4.0	MOVEMENT AREA PLANNING	6
	4.1 Basis of Design	6
	4.2 Instrument Runway	7
	4.3 Runway Widths	9
	4.4 Glider Operations	9
	4.5 Runway Lengths	10
	4.6 Taxiway Widths	11
	4.7 Building Line	12
	4.8 Apron	12
	4.9 Pavement Strength	12
	4.10 Runway Alignment for Optimum Usability	13
	4.11 Navigation Aids	14
	4.12 Air Traffic Services	15
	4.13 Runway Lights	15
5.0	DEVELOPMENT PLANNING	15
	5.1 General	15
	5.2 Servicing Infrastructure	17
	5.3 Accommodation Sites	17
	5.4 Development Criteria	17

NARROGIN AIRPORT

MASTER PLAN

TABLE OF CONTENTS - Continued

		Page
6.0	AERODROME CERTIFICATION	18
7.0	EXTERNAL PLANNING REQUIREMENTS	20
	7.1 General	20
	7.2 Building Height Control	20
	7.3 Aircraft Noise	20
Tables		
4.1	Aerodrome Reference Code Criteria	7
4.2	Aircraft Type and Reference Code	8
4.3	Runway Width and Reference Code	9
4.4	Taxiway Width and Reference Code	11
4.5	Runway Alignment Usability and Cross Wind	13
4.6	Existing Combined Runway Usability & Cross Wind	14
5.1	Development Guide Plan	16
6.1	Aerodrome Categories – CASR Part 139 Defined	19
Attachments	NAR-003 Sht 1 of 1 Movement Area - Overall	
	NAR-004 Sht 1 of 3 Building Area - Overall	
	NAR-004 Sht 2 of 3 Building Area – Acquisition	
	NAR-004 Sht 3 of 3 Building Area - Existing	
	NAR-005 Sht 1 of 2 OLS Outer	
	NAR-005 Sht 2 of 2 OLS Inner	

1.0 INTRODUCTION

This 2013 review of the Narrogin Airport Master Plan is an update of the initial 2001 publication and is prepared for the Shire of Narrogin and the Town of Narrogin as joint owners of the aerodrome.

Aerodrome master planning reviews are designed to take account of growth requirements and provide appropriate development guidance to meet renewed projected demands. Some key drivers may be business activity, business activity type, growth of aircraft movements, engineering service needs, land needs for development, surface access or external land use considerations.

Aviation activity growth is often the driver for review because of its broader impact on infrastructure needs.

However, at Narrogin aerodrome the significant pressure point is a lack of expansion land for landside aviation development and associated apron parking areas.

Hangar construction sites are nearing saturation point and the two fixed base operators, namely the Narrogin Gliding Club and the Narrogin Flying Club seek expansion areas for their members. This demand appears due to increased membership activity and club strength as there has been no significant increase in overall aircraft movements.

The initial Master Plan established a structure plan for rational airport land use. This 2013 Master Plan review has concluded the airside planning statement remains appropriately set. However, a significant rework of the landside development plan has been identified and undertaken to provide for future building and apron expansion.

Land for this expansion needs to be acquired and an area in the order of 20 acres has been identified to the west of the existing aerodrome property boundary and bounded by Clayton Road. This potentially may satisfy demand for landside expansion perhaps for some 20 years or more but it will certainly enable an immediate demand for site development to be met.

Airport flying activity is dominated by private pilots associated with the Flying Club and the Gliding Club. Commercial activity is limited to flying training conducted by the two clubs as there is no regular air transport service from the airport nor any established non-aviation related commercial business.

As the airport operator's business objective is to foster all aspects of flying, (including permitting short stay accommodation for pilots and visitors) alongside light aircraft storage, student flying, charter flying, scenic tour flying, flying for sport, gliding, ultra-light flying and small aircraft repair and maintenance, it is therefore essential to have the right mix of sites available and the flexibility of user spaces to enable a compatible development outcome.

All considerations have been viewed in the preparation of a reworked development plan for the airport to satisfy the interests of the widest range of potential users.

The airport development decisions will be commercially or financially driven from a timing point of view but invariably development of this nature has the potential to generate secondary economic benefit to local business and the community generally.

It is possible to create a survey strata development over the future acquired land but its success would be subject to strong support/demand. The allocation of site leases is the more typical mechanism for land release by local authorities.

The aerodrome's location is well removed from town and it presents no perceived external land use implications with rural zoning being a very compatible land use around an airport.

Although the aerodrome is not registered or certified by the Civil Aviation Safety Authority (CASA) at this point, nor is it mandated to be, if the development of an instrument procedure to support arrivals under non-visual conditions is considered then CASA will require a higher level of inspection and reporting that comes with aerodrome registration or certification.

2.0 EXISTING FACILITIES

2.1 History

Narrogin Airport is jointly owned by the Town of Narrogin and the Shire of Narrogin under freehold title. It comprises two titles being a portion of Williams Locations 4005/4006 and Williams Locations 4154/4157.

The airport was built in 1942/43 by the Allied Works Council as a part of the Defence system of airfields suitable for handling medium bombers and fighter aircraft.

The runways, intersect to form an 'L'. Runway 10/28 was originally sealed at 45 metres width and was 1522 metres long (150' x 4992') and runway 18/36 was graveled at 45 metres and was 1533 metres long (150' x 5030').

After the war the site reverted to the Department of Civil Aviation who in turn disposed of the site after failing to reach transfer agreement with the Narrogin Road Board (became Narrogin Shire Council) over the site.

However, in 1983 the Narrogin Shire Council and the Narrogin Town Council jointly purchased the Narrogin aerodrome from the airstrip land owners, Mr P. D. Moore and Mr H. C. Carrick.

At this stage the Narrogin Flying Club and the Narrogin Gliding Club were well established and had their own hangars aircraft, gliders and tow planes.

After a long absence of regular maintenance the seal surface on runway 10/28 deteriorated to the extent that in 2000 with the assistance of funds from the State Government and the Shire and Town of Narrogin the runway was reconstructed and sealed to 1255 metres x 20 metres.

2.2 Runways and Taxiways

The main runway 10/28 is constructed on 125 mm of gravel and sealed 1255 metres x 20 metre within a marked runway strip width of 90 metres.

The seal surface is made up of a prime, 10mm aggregate, 5 mm aggregate and an enrichment finish with the central 9 metres finished with a slurry seal.

North-south runway 18/36 is gravel and 1480 metres long x 45 metres wide within a graded runway strip.

Fixed, mains power runway lighting is established on runway 10/28, the main taxiway and wind indicator.

The stub taxiway to the building area is sealed at 12 metres width and provides access to the Narrogin Flying Club and Glider Club hangars.

A gravel taxiway connection from threshold 28 to threshold 18 provides access to runway 18/36.

2.3 Apron

A sealed apron exists in front of the Narrogin Flying Club and the refueling site but the area is insufficient for term parking as it would compromise access to the Club's hangars.

A gravel apron area has been established associated with the hangar development to the east of the Narrogin Flying Club. It has a gravel taxiway link to runway 28 threshold.

An unsealed grass apron is located in front of the Narrogin Gliding Club facilities.

Temporary apron parking areas are created offset from the edge of runway strip (subject to wind direction) for glider launching and when fly-in events are organised.

2.4 Buildings

The Narrogin Flying Club has a ground lease for its brick club house with enclosed patient transfer annex for Royal Flying Doctor (RFDS) use and two hangars with associated water storage tanks.

The Narrogin Gliding Club's fixed assets include Hangar with enclosed workshop and briefing room, Clubhouse with basic dormitory, toilets and kitchen and a separate Ablution Block plus a few small storage sheds and rainwater storage tanks.

The Narrogin Gliding Club's assets are situated on a ground lease extending to the western property boundary that is used for glider Tee hangars and caravan short stay accommodation.

There are six additional hangars built by private aircraft owners on lease sites to the east of the Narrogin Flying Club's entrance road to the aerodrome. This area is now nearing its limit for further hangar development being constrained by the obstacle clearances of runway 10/28 and runway 18/36.

2.5 Vehicle Access

The airport is south of and adjoining Clayton Road approximately 8 km west of Narrogin. The main access to the aerodrome is sealed and leads to apron areas and the Narrogin Flying Club rooms.

A separate gravel access exists off Clayton Road into the Narrogin Gliding Club lease area.

Internally there is no formal road development but access is managed throughout to be landside of the operational areas of the aerodrome.

2.6 Refueling Facilities

An Avgas fuel facility exists which has an underground tank capacity of approximately 9,000 litres. The infrastructure once owned by BP is now deemed airport ownership and used exclusively by the two respective club members who share the cost of product purchase.

Fuel is not available for sale to the public.

2.7 Engineering Services

Power supply to the airport has been upgraded to three phase and sub-meters installed for each connection.

The airport lights are on a separate feed from the Narrogin Flying Club's facility, as too is the fuel site.

There is no scheme water available to the airport and all potable water is rainwater collected in tanks associated with the respective buildings, an arrangement that is quite acceptable to the current users.

Telecommunication services extend to the airport.

The movement area is predominantly drained by open unlined shallow drains but two underground pipe drains cross runway strip 18/36 and were a part of the original construction. All runoff discharges to the northeastern end of the aerodrome property.

3.0 AVIATION PROJECTIONS

3.1 Current Traffic

No statistical records are kept to determine annual aircraft movements at Narrogin.

Previous planning assessments estimated around 15,000 movements per annum occur in the context of the planning decisions for the 2001 Narrogin Airport Master Plan.

Activity can be broken into three key General Aviation (GA), groups namely the RFDS, Flying Training and itinerant GA (general public including the local community).

The Narrogin Gliding Club indicates around 1,500 to 1,600 glider launches per annum occur. This also equates to an equal number of fixed wing tow plane movements.

Fixed wing and ultralight flying training is conducted through the Narrogin Flying Club through an arrangement with a flying training company who conduct training in a Jabiru J160 aircraft. Actual fixed wing movements are estimated to be around 5,000 to 6,000 per annum.

When the collective to include RFDS and itinerant general aviation flights are considered together with the two club's activity the basis for planning of 15,000 per annum of movements remains a reasonable assessment upon which to base planning decisions.

Weekend gliding and flying training activity generate significant peaks with club members arriving for the social enjoyment and flying.

3.2 Demand Analysis

The Narrogin Flying Club presently has 66 financial members of whom approximately 30 are aircraft owners. Two thirds of the 34 aircraft owned by members are sports aircraft categorised and one third general aviation VH registered.

The Narrogin Flying Club was formed in 1963 with one 4-seater aircraft and has been operating continuously since, with marked differences in activity ranging from seven aircraft in the seventies to its current one two seater ultralight aircraft.

Social and flying activities for members and any visitors who are most welcome may see an average club day attendance of between fifteen to twenty members and five to ten aircraft.

Cost effective flying training is available through the Narrogin Flying Club and contracted training flying organisations.

The Narrogin Flying Club considers as a priority and key driver to growing aircraft activity and its club's growth is the provision of a modern Avgas swipe card aviation fuel dispensing facility.

It is understood there are limited or no public Avgas sales outlets en-route Jandakot to Esperance aerodrome. Narrogin Flying Club indicates that the aerodrome is used as a way point for visual flight training navigation exercises and would be even more attractive if fuel were available.

In addition to a modern Avgas fuel facility is the Club's desire to see made available additional sites for the construction of aircraft hangars. The availability of lease sites to cost effectively build and own hangars at airports such as Murrayfield, Jandakot and Serpentine are scarce.

The Narrogin Gliding Club was started in 1964 by a group of locals and has expanded to presently have membership of approximately 100 full time members with some 150 temporary members enjoying a gliding experience each year.

The membership comprises approximately 70% from the Perth region, 25% from the South West of the State and 5% from Narrogin.

The Club has 2 towplanes and 6 gliders with 12 private hangared gliders at the airfield.

A typical social weekend may result in around 15 persons staying overnight. The Narrogin Gliding Club also hosts competitions and participates in others throughout the district. A State competition would result in around 40 pilot/members staying over for a 10 day period.

A course work week would typically see around 12 persons stay for a week.

The Narrogin Gliding Club considers as a priority the provision of quality accommodation for the purposes of growing its training course work and meeting attendance demand during competitions.

Such accommodation may include dormitory units with separate kitchen and ablution facilities. The capital cost associated with the provision of the same is something presently outside of their financial capacity. However, such development would enhance Narrogin aerodrome as a visiting destination.

Major flying training colleges were a serious demand consideration a decade ago. However, it would appear that the immediate demand has now been met with China Southern and Singapore training schools being established at Merriden and Jandakot airports respectively.

However, inquiries may arise in the future again and the availability of land on the aerodrome for a training school establishment or a satellite training facility establishment is essential to be even considered.

Narrogin airport has the strong advantage of being a strategically located and within of a significant regional service centre, namely the Upper Great Southern District with a catchment population of around 17,000 persons. The town of Narrogin and the Shire of Narrogin have a combined population of around 5,000 persons and have several residential educational institutions such as the Narrogin Residential College and Narrogin Agricultural College. It also has a Regional Hospital and TAFE college.

The development and promotion of aviation generally at Narrogin, aside from flying training and gliding, has the potential to provide secondary economic benefits to Narrogin and its community.

4.0 MOVEMENT AREA PLANNING

4.1 Basis of Design

Narrogin aerodrome is a General Aviation aerodrome serving the collective needs of a range of private and public air operators. It is not a registered or certified Civil Aviation Safety Authority (CASA) aerodrome, it is an Aerodrome Landing Area (ALA).

The Narrogin Flying Club and the Narrogin Gliding Club are both fixed base operators and the club and private member aircraft are all below 5,700 kg registered all up mass.

It is important that CASA standards be adopted when aerodrome master planning as these are established from the International Civil Aviation Organisation (ICAO) published standards. CASA's aerodrome standards are contained in their Manual of Standards (MOS) Part 139 Aerodromes.

The design standard (code number and code letter) for the aerodrome is related to the critical aeroplane (design aircraft) for which the facility is to cater for.

Aircraft will fit within the range of criteria established thereby enabling a Code category to be established for the aerodrome.

Table 4.1 Aerodrome Reference Code Criteria

AERODROME REFERENCE CODE				
Code Number	Aeroplane Reference Field Length	Code Letter	Wing Span	Outer Main Gear wheel Span
1	< 800m	A	< 15m	< 4.5m
2	800m < 1200m	B	15m < 24m	4.5m < 6.0m
3	1200m < 1800m	C	24m < 36m	6.0m < 9.0m
4	> 1800m	D	36m < 52m	9.0m < 14 m

Reference: MOS Part 139 Table 2.1-1

From the Aerodrome Reference Code tables it is apparent that the existing fixed base aircraft are in the Code 1A category.

Most gliders have a wing span in the range 15 metres to 20 metres which puts them in a Code 1B category. The Air Tractor AT-802 aerial water bomber is also a Code 1B aircraft with a wing span of 18 metres.

The RFDS operate Beechcraft King Air which has a Code 1B Aerodrome Reference Code.

Larger aircraft include the contracted Government corporate jet to fly ministers and other officials and current type is a Cessna 550, which is a Code 2C.

Also the Dash 8 100/200/300 aircraft requires a Code 2C. It is a popular charter aircraft for the Fly-in Fly-out market because of its cost effective range of around 500 km, ability to carry between 30-40 passengers and its relatively short runway requirements.

Although these larger aircraft are not likely to be regular users it would be highly appropriate to ensure the development standards at Narrogin aerodrome did not preclude their use, albeit occasionally.

Hence, the Basis of Design, which establishes the geometric parameters, is recommended as Code 2C for the Narrogin Aerodrome Master Plan.

4.2 Instrument Runway

Narrogin has no published instrument procedures (non-instrument) to permit non-visual operations, hence it is only suitable for day visual operations.

Although it has runway lights these are principally for RFDS operations.

A Non-precision Approach (NPA) instrument procedure designed as a Global Positioning System (GPS) approach using satellites is the most economic means of providing an instrument procedure. It has a design, flight test and commission cost of around \$50,000. Airservices Australia is the responsible organisation for completing NPA procedure design.

The alternative to a GPS NPA is an NPA designed around an emitted signal from a ground based radio navigation aid, such as a Non Directional Beacon (NDB). The prime cost for the NDB alone is around \$150,000, subject to land availability and site suitability which would present an issue at Narrogin aerodrome.

NARROGIN AIRPORT MASTER PLAN 2013

CASA standards require a Code 2C NPA runway to have a graded runway strip width of 90 metres. This is the width of the approach inner edge or the point at which the approach splay converges to meet the runway strip end.

The current graded runway 10/28 strip width is 90 metres.

However secondary runway 18/36 has a 60 metre runway strip suitable for Code 2C day visual operations of aircraft below 5700 kg. It is recommended this be graded to standards out to 90 metres also, albeit non instrument, for aircraft above 5700 kg operations.

Table 4.2 Aircraft type and Reference Code

AEROPLANE TYPE	REF CODE	AEROPLANE CHARACTERISTICS					
		ARFL (m)	Wing-span (m)	OMGWS (m)	Length (m)	MTOW (kg)	TP (kPa)
Beechcraft: 58 (Baron)	1A	401	11.5	3.1	9.1	2449	392
100	1A	628	14.0	4.0	12.2	5352	-
Britten Norman Islander	1A	353	14.9	4.0	10.9	2850	228
Cessna: 172	1A	272	10.9	2.7	8.2	1066	-
206	1A	274	10.9	2.6	8.6	1639	-
310	1A	518	11.3	3.7	9.7	2359	414
404	1A	721	14.1	4.3	12.1	3810	490
Partenavia P68	1A	230	12.0	2.6	9.4	1960	-
Piper: PA 31 (Navajo)	1A	639	12.4	4.3	9.9	2950	414
PA 34	1A	378	11.8	3.4	8.7	1814	-
Beechcraft 200	1B	592	16.6	5.6	13.3	5670	735
Cessna: 208A (Caravan)	1B	296	15.9	3.7	11.5	3310	-
402C	1B	669	13.45	5.6	11.1	3107	490
441	1B	544	15.1	4.6	11.9	4468	665
DHC 6 Twin Otter	1B	695	19.8	4.1	15.8	5670	220
Dornier 228-200	1B	525	17.0	3.6	16.6	5700	-
Lear Jet 28/29	2A	912	13.4	2.5	14.5	6804	793
Beechcraft 1900	2B	1098	16.6	5.8	17.6	7530	-
CASA C-212	2B	866	20.3	3.5	16.2	7700	392
Embraer EMB110	2B	1199	15.3	4.9	15.1	5670	586
Metro II	2B	800	14.1	5.4	18.1	5670	740
Metro III	2B	991	17.37	5.4	18.1	6577	740
ATR 42-200	2C	1010	24.6	4.9	22.7	16150	728
Cessna 550	2C	912	15.8	6.0	14.4	6033	700
DHC-8: 100	2C	948	25.9	8.5	22.3	15650	805
300	2C	1122	27.4	8.5	25.7	18642	805
Lear Jet 55	3A	1292	13.4	2.5	16.8	9298	-
IAI Westwind 2	3A	1495	13.7	3.7	15.9	10660	1000
BAe 125-400	3B	1713	15.7	3.3	15.5	12480	1007

NARROGIN AIRPORT MASTER PLAN 2013

AEROPLANE TYPE	REF CODE	AEROPLANE CHARACTERISTICS					
		ARFL (m)	Wing-span (m)	OMGWS (m)	Length (m)	MTOW (kg)	TP (kPa)
Canadair:							
CL600	3B	1737	18.9	4.0	20.9	18642	1140
CRJ-200	3B	1527	21.21	4.0	26.77	21523	1117
Cessna 650	3B	1581	16.3	3.6	16.9	9979	1036
Dassault-Breguet: Falcon 900	3B	1515	19.3	5.3	20.2	20640	1300
Embraer EMB 145	3B	1500	20	4.8	29.9	19200	-
Fokker F28-2000	3B	1646	23.6	5.8	29.6	29480	689
Metro 23	3B	1341	17.4	5.4	18.1	7484	742

Reference: MOS Part 139 Table 2.1-2 (in part)

4.3 Runway Widths

Presently an Aerodrome Reference Code 1B development standard applies to runway 10/28 with its width 20 metre sealed. It is referred to as being 30 metres with edges gravel but its different consistency of construction would not satisfy CASA if it were to be registered or certified.

There is a 23 metre runway width category for the range of Codes 1C, 2A and 2B, reaching 30 metres for 2C.

Gravel runway 18/36 is constructed at 30 metre width.

A Code 2C runway requires 30 metres runway width for day visual operations and instrument NPA operations, as per the below table.

Table 4.3 Runway Width and Reference Code

Code Number	Code Letter					
	A	B	C	D	E	F
1	18 m	18 m	23 m	–	–	–
2	23 m	23 m	30 m	–	–	–
3	30 m	30 m	30 m	45 m	–	–
4	–	–	45 m	45 m	45 m	60 m

Reference: CASA's Table 6.2-1

Note: Subregulation 235A (1) allows CASA to issue instructions specifying the minimum runway width applicable to an aeroplane or a type of aeroplane. Use of that runway width is subject to compliance with the conditions contained in the instructions.

4.4 Glider Operations

CASA permit glider movements within an existing runway strip where annual power aircraft movements are not excessive. It is subject to a CASA safety case and this may be required when the aerodrome is registered or certified by CASA.

The Code 2C NPA development standard requires a 90 metre runway strip, a standard also required by the RFDS.

For practical reasons on gliding days (for operational hours) the runway strip width is effectively reduced to 60 metres. This allows the glider launch area to remain safely outside the active runway strip and gliders to be positioned pending tow plane readiness on the runway.

The 60 metre runway strip width is marked by white cones and the 90 metre runway strip width is marked by white gables. CASA standards require a minimum 60 metre runway strip for glider operations.

If it were a Registered or Certified aerodrome NOTAM action to advise of these operational differences could be made. A standard notice in the Enroute Supplement Australia regarding glider operations is also appropriate, as is currently stated.

The net effect of reducing the runway strip to 60 metres is that all aircraft movements are then restricted to below 5,700 kg by day, which currently would have very little effect on operations.

To launch gliders positioned outside of the 90 metre runway strip would most certainly generate an unacceptable angle to tow plane and also add constraint to current available apron parking area.

The Narrogin aerodrome land holding does not lend itself to the development of separate glider strips and gliders therefore need to compatibly share access to the runway and runway strip with power aircraft.

4.5 Runway Lengths

By the CASA Aerodrome Reference Code standards a Code 2C runway is one that is used by aircraft that require an Aeroplane Reference Field Length (ARFL) of greater than 800 metres and less than 1200 metres.

This the minimum runway length required for aircraft take-off at maximum take-off mass, at sea level, in standard atmospheric conditions, in still air and with zero runway slope.

The ARFL is not to be confused with actual runway length requirements by the aircraft operator at the specific aerodrome for the given operating conditions.

Existing runway 10/28 is 1255 metres x 30 metres (central 20 metres sealed) and unsealed runway 18/36 has an effective operational length of 1320 metres x 30 metres (gravel) width. Both of these dimensions are reflected in the master planning.

Both runway dimensions should be confirmed by survey, particularly if the aerodrome were to be registered as the actual physical dimensions may alter marginally.

Although both runways seemingly lie in the Code 3 category due to ARFL it is not recommended as the planning standards for Code 3C instrument NPA are not attainable. Specifically it relates to runway strip width and the approach inner edge being established at 150 metres.

The Obstacle Limitation Surfaces (OLS) prepared for Narrogin are established on the Aerodrome Reference Code 2C instrument NPA for runway 10/28 and non-instrument use on runway 18/36.

Both runways currently meet the RFDS minimum recommended length of 1200 metres.

The master plan recommends no increase in runway lengths.

4.6 Taxiway Widths

Taxiway widths are also established by the Aerodrome Reference Code for the aircraft it is intended to serve.

Although for master planning a Code 2C is adopted for the runways it is not necessary that all taxiways be established to this standard. For instance, the taxiways servicing the Gliding club and Aero Club require Code 1B for the aircraft currently in use at the aerodrome.

Code 1B requires a 10.5 metre minimum width taxiway. The actual width of the main sealed taxiway is 12.5 metres.

For the master planned Code C standard a 15.0 metre taxiway width is required.

All taxiways must also be located within a taxiway strip, just as runways are positioned within runway strips.

The taxiway and taxiway strip widths versus code letter are expressed in the below table.

Table 4.4 Taxiway Width and Reference Code

Code Letter	Taxiway Width (minimum)	Taxiway Strip Width	Graded Taxiway Strip Width
A	7.5 m	32.5	22.0
B	10.5 m	43.0	25.0
C	15.0 m (for wheel base < 18 m)	52.0	38.0

Reference: CASA MOS Part 139 Table 6.3-1

A parallel taxiway has been depicted at offset runway centreline 57 metres, as per CASA MOS Part 139 Table 6.3-5 for Code 2B.

The recommended minimum separation distance for an NPA runway Code 2A is 52.5 metres and for Code 2C it is 63 metres.

Due to the limited available aircraft apron area for the Gliding and Aero Clubs, as currently situated, it is not practical to locate the parallel taxiway at 63 metres offset runway centreline as recommended for Code 2C.

Hence, a recommended offset of 57 metres from runway 10/28 centreline for Code 2B is depicted by the Master Plan concept (ref. Drawings NAR-004 Sheets 1-4).

The parallel taxiway would be limited to use by 'Below 5700 KG' and be constructed at 10.5 metre width. Code 2C operations would be limited to the stub taxiways connecting apron areas from the runway.

The graded parallel taxiway strip edge would be coincident with the graded runway 10/28 strip width and on its north side the taxiway strip retained clear of obstacles to a distance 78.5 metres offset the runway centreline.

On registration or certification of the aerodrome and the publication of an NPA for runway 10/28, and assuming the parallel taxiway was in part built, it would be necessary to make a note in the aerodrome manual that Code 2B parallel taxiway separation distances have been adopted.

Civil design for taxiway construction will necessitate grated inlet and pipe drainage due to the coincidence of the graded runway and taxiway strip edges. Although valley drainage to grade tolerances can be used within a strip it is not permitted to have open unlined drains.

The master development plan depicts the parallel taxiway continuation east past the Flying Club's building. However, there is insufficient clearance from centreline of the taxiway to obstacle. As an important asset the cost effective solution for the immediate term is the continued use of the gravel link to runway 28 threshold for users of sites east of the Flying Club building.

4.7 Building Line

The landside development is required to occur behind a designated 'Building Line'.

An offset of 85 metres from runway 10/28 centreline allows hangar/building height development of up to 8 metres and has been depicted as the building line location.

This is determined by the 1:5 transitional surfaces that arise from both sides of the 90 metre runway strip. This is depicted by the Obstacle Limitation Surfaces (OLS) plan.

This 85 metre offset distance can be increased, as is the case for the proposed location of new hangars, club rooms and future hangar sites.

4.8 Aprons

Apron area expansion for parked aircraft is an essential requirement for both itinerant and fixed based operators.

The master development plan depicts hangar sites and apron development to maximise development of apron area in the western direction.

An area for aviation fuel storage and an apron edge cabinet dispense unit is proposed in association with a designated apron parking. Apron markings for the parking area would form part of detailed design.

4.9 Pavement Strength

Neither runway pavement is currently rated for strength. A full pavement evaluation would be required to make an assessment of the structural integrity and suitability for the design aircraft loading.

The ICAO rating system is termed ACN/PCN, and for a GA airport where 90% of use is going to be by aircraft with a MTOW below 5700 kg and tyre pressure below say 690 kpa, then a PCN rating of 5700/690 is appropriate.

This enables all aircraft to use the movement area provided their operating weight and tyre pressure are below these published amounts.

Any heavier aircraft wishing to use the runway may request a pavement concession from the operator.

In time it would be appropriate to assess technically the pavement strength and assign a technical PCN rating.

4.10 Runway Alignment for Optimum Usability

One of the factors influencing a runway's orientation is wind. Other constraints include the land area available for aerodrome development, the 'lie' of the land for runway drainage and civil works, external land use and obstacle clearances. All have a bearing when considering an aerodrome site for development.

Narrogin aerodrome is an established facility with two direction runways, namely 10/28 and 18/36.

Earlier master planning studies undertook analysis of wind speed and direction utilising the services of Bureau of Meteorology climate consultants using records from the Narrogin Weather Station (BOM site 10614) Latitude 32.934°S and Longitude 117.179 °E for the period 1965 to 1996.

The table below lists the percentage usage for a range of potential single runway directions, where the calculated percentage usage are defined as the crosswind components below the various cross wind speed (knots) threshold levels indicated.

A cross wind component of a wind direction is its resultant vector velocity (in knots) measured to act at right angles to the runway.

Table 4.5 Runway Alignment Usability (Percentage) and Cross Wind

Wind Speed (kn)	<=10	<=15	<=20	<=25	<=30
Runway					
01/19	89.4	96.6	98.9	99.8	99.9
02/20	89.1	96.0	98.6	99.6	100.0
03/21	88.7	95.7	98.6	99.7	99.9
04/22	89.4	95.9	98.8	99.6	99.9
05/23	89.7	96.0	98.8	99.6	99.9
06/24	89.7	96.1	98.8	99.8	99.9
07/25	90.4	96.4	98.9	99.7	99.9
08/26	90.7	97.1	99.1	99.8	99.9
09/27	93.0	97.6	99.3	99.8	99.9
10/28	92.7	98.0	99.4	99.9	99.9
11/29	93.9	98.2	99.4	99.9	100.0
12/30	94.2	98.2	99.5	99.9	100.0
13/31	94.4	98.3	99.7	99.9	100.0
14/32	93.9	98.2	99.7	99.9	100.0
15/33	92.9	97.7	99.4	99.9	100.0
16/34	92.4	97.8	99.3	99.9	100.0
17/35	91.1	97.5	99.3	99.9	99.9
18/36	91.5	97.0	99.0	99.7	100.0

Note: Total sample size, n=21227
Observations recorded 0900 and 1500 daily by visual estimation.

ICAO state that a minimum runway usability of 95% for a 10 knot cross wind under “ALL HOURS” of operations is required and where it is not feasible to obtain 95% coverage from one runway for 10 knot cross winds then an additional or secondary runway is required to be of length at least 80% of the main runway.

CASA acknowledges the ICAO standards but suggests that it is Australian practice to aim for an aerodrome usability factor of 99.5%.

It should be noted that heavier aircraft can tolerate a stronger cross wind. For instance, a twin engine aircraft would have closer to 15 knot cross wind tolerance.

The same data set was analysed to determine the usability of the current dual runway configuration which was 97.1% and 99.7% respectively at 10 knot and 15 knot cross wind tolerance, as per the table below.

Table 4.6 Existing Combined Runway Usability and Cross Wind

Wind Speed (knot)	<=10	<=15	<=20	<=25	<=30
Runway Direction					
10/28 and 18/36	97.1	99.7	99.9	100.0	100.0

The same data set was also used to calculate the percentage usage for a range of dual 90 degree intersecting runways and it was ascertained that very little difference in usability would be established with alternative configurations to the existing.

Hence, Narrogin aerodrome desirably should retain both direction runways to satisfy ICAO usability standards.

4.11 Navigation Aids

There are no ground based navigation aids established at Narrogin, nor are they recommended given the cost to benefit.

An instrument NPA aerodrome master plan development standard has been adopted for runway 10/28.

The main development issues associated with NPA's are the runway strip width, runway edge light spacing, the approach gradients and the provision of a Wind Direction Indicator which is clearly visible to pilots and located on the approach threshold of the nominated runway.

Once designed and flight tested a GPS non-precision approach (GPS-NPA) offers the possibility of two types of approach procedures, namely a circling approach and a straight-in instrument approach.

A circling approach delivers the aircraft into the circuit area where upon the pilot can visually manoeuvre the aircraft to a point from which a landing can be made.

The straight-in approach aligns the aircraft with the runway approach centreline and delivers it to a position from which it is possible to land without further manoeuvring.

GPS-NPA approaches now exist at similar capacity regional aerodromes of Katanning, Bunbury and Margaret River.

It is not considered necessary for the visual aid Precision Approach Path Indicator (PAPI) or its equivalent to be installed at Narrogin. Typically, its requirement is generated by scheduled medium and above capacity Regular Public Transport (RPT) jet aircraft.

4.12 Air Traffic Services

A CTAF (Common Traffic Advisory Frequency) 134.0 MHZ has been assigned by Airservices Australia to Narrogin for enhanced circuit area safety.

This enables pilots to broadcast their position on arrival into the circuit area and also on taxiing for departure.

The Narrogin Gliding Club have their own frequency 122.7 MHZ and maintain a listening watch on the CTAF.

Melbourne Flight Information Service is through Melbourne frequency 125.4 MHZ.

4.13 Runway Lights

Fixed electric lights are installed on runway 10/28 at a longitudinal spacing of 90 metres and an offset of 49 metres.

Installed as a community project in 1979 the mains power runway lights have provided continuous serviceability for night landings principally by the RFDS.

It is capable of activation using Pilot Activated Lighting frequency 119.6 MHZ.

Offset spacing of the runway lights is in excess of that recommended by CASA in MOS Part 139 Section 9.10 for aerodrome lighting. It stipulates that runway edge lights be placed along the edges of the area declared for use as the runway, or outside the edges of the area at a distance of not greater than 3 metres.

An offset spacing of around 34 metres to 36 metres would normally be expected, versus 49 metres which presently exists. This layout has arisen as a consequence of the runway width being reduced from its previous 45 metre gravel width in 2000.

It also suits operations of gliders for if lighting were positioned as per recommended standards then they would need to be installed as flush mounted.

There is no requirement to relocate the lights until such time as they are deemed to be in need of replacement and/or registration of the aerodrome were contemplated.

5.0 DEVELOPMENT PLANNING

5.1 General

The Development Plan (Drawing NAR-004 Sheet 2 of 3) outlines a potential subdivision/lease plan for the land proposed to be acquired comprising Part Lot 4. It is bounded by Clayton Road and Lot 3 being Narrogin aerodrome. It represents an area of approximately 20 acres or 8.10 Hectares with its actual area yet to be surveyed and defined. Its current purpose is agriculture with cropping use.

NARROGIN AIRPORT MASTER PLAN 2013

As demand will be driven by market requirements the subdivision plan has deliberately portrayed large development sites which allow for further lot size reduction to suit specific requirements at the discretion of the airport owner. What is recommended to be fixed is the development framework for the lots relative to each other, to the runway, to the taxiways, to the aprons and the Obstacle Clearance Surfaces as they all have specific constraints originating from the development criteria set for main runway 10/28.

Table 5.1 Development Guide Plan

Lot Number	Area (M ²)	Proposed Development Purpose
Lots 1, 2, 3, 4 & 5	460 individual 2,300 combined	Expansion for the Narrogin Gliding Club with lots individually suited to glider hangars and/or accommodation units
Lot 6	1,575	Aviation Fuel storage site with apron edge swipe card dispense facility.
Lot 7	1,575 individual	Hangar site for multiple aircraft occupancy.
Lot 8	1,575	Hangar site for multiple aircraft occupancy with ability for dual sided hangar door openings.
Lots 9 & 10	2,750 individual 5,500 combined	Hangar sites for aircraft maintenance engineering and future Narrogin Flying Club expansion. Multiple aircraft occupancy.
Lot 11	2,850	Site for new/expanded Flying Club buildings (incorporating flying training facilities with offices, lecture rooms, accommodation) together with a ground maintenance storage building/shed for airfield maintenance machinery. (eg tractor, slasher, broom)
Lot 12	4,837.5	Site for future General Aviation Terminal (incorporating space for charter offices, check-in and ablutions) building.
Unallocated Development Areas	Discretionary	Internal roads as suited to stage development. Landscaped buffer in reserves created between allocated Lots, the internal access roads and Clayton road. Retention of existing trees where feasible.

The common property associated with the development sites would comprise:

- Proposed access roads and landscaped areas.
- Existing runways 10/28 and 18/36, taxiways and aprons and non assigned leased areas on airport.
- Proposed new apron and taxiway areas.

The aerodrome operator aims to foster all aspects of flying including the advantage of short stay accommodation for pilots and visitors alongside light aircraft storage, student flying, charter flying, scenic tour flying, flying for sport, gliding, ultra-light flying and small aircraft repair and maintenance.

This plan provides for this range of users and development in stages as demand determines.

Hence, the acquisition of the identified land (approximately 20 acres) on the north western boundary of Narrogin aerodrome will enable expansion of complimentary facilities and apron areas to allow medium term building and apron demands to be met.

5.2 Servicing Infrastructure

The proposed lots are sized to provide sufficient area on each for the development purpose.

Constructed internal road access, off Clayton Road, to each will need to be provided but each site developer/lessee would be self supporting with water tanks, effluent disposal and power from the power authority as metered supply.

The proposed lots are provided with access to the runway via shared apron and taxiways, the extent to which development occurs being dependent upon the user activity.

For instance, the construction of a part of the parallel taxiway to connect existing apron and taxiway area may precede the construction of an additional stub taxiway for access to runway 10/28.

Apron area development may commence as gravel and part sealed, for example where manoeuvring occurs around the fuel site outlet.

5.3 Accommodation Sites

Short term accommodation is required for the purpose of providing intensive flying training courses (glider and fixed wing) and also for weekend and event activities conducted by the Narrogin Gliding Club and Narrogin Flying Club.

Accommodation is presently a permitted use with caravan park development.

Development sites 1-5 and also 11 have assigned potential use that also includes provision of accommodation units that may provide dormitory, kitchen and ablution facilities. Demand being established by the proponent.

It would be deemed short term stay and it would be envisaged that the same tenant would stay no longer than a continuous defined period.

5.4 Development Criteria

Following adoption of the Narrogin Aerodrome Master Plan a Development Management Plan should then be prepared that captures all associated development considerations such as environmental factors, fire management, special use provisions, integration with adjacent development and costs to service and develop.

The site does offer the potential to be strata subdivided or incorporated into the existing aerodrome land area with lease of sites established.

Should sufficient interest exist for survey strata subdivision to occur then this would result in a Strata Management Committee being established to provide a level of management and enforcement for the site operations such that the estate would be self policed. Further, the common land would be assigned to and cared for by the

strata management committee which would fund maintenance by levies on site owners.

Strata subdivision potentially could encompass the existing landside developed area as well once leases were rolled over or at an end in this area.

No detailed survey of existing infrastructure and their leased entitlements has been conducted and this would be a necessary requirement to accurately establish a plan for the current landside area.

6.0 AERODROME CERTIFICATION

Certification of an aerodrome by CASA is essential when airline or charter services are regularly operating with more than 30 seat capacity from the aerodrome. In essence CASA require a high order of aerodrome operator compliance to ensure safe operating arrangements exist at all times.

Competent Aerodrome Reporting Officers (ARO's) are required together with an approved Aerodrome Manual that sets out the operating procedures. These procedures extend to preparation of an Aerodrome Emergency Plan and a Safety Management System.

Regular CASA audits are conducted to verify compliance and the aerodrome operator has a responsibility to arrange independent annual technical inspections covering civil, electrical and obstacle clearances.

Registered aerodromes are typically those with a medium capacity (less than 30 seats) frequent air transport service. However, an aerodrome operator may elect to become registered to receive the benefits of access to Airservices Australia's Aeronautical Information Publication (AIP) services, such as NOTAM's and have the ability to publish all operational information in the AIP ERSA (Enroute Supplement Australia).

It does necessitate having in place a trained ARO to conduct inspection and reporting.

Also it is necessary to have conducted an annual aerodrome safety inspection that reviews the facility standards and surveys the approach and takeoff surfaces.

The below table sets out a number of CASA determining characteristics associated with aerodrome categorisation.

Although there are 'Other' Aerodrome Categories these apply to aerodromes where low capacity air transport operations occur with the responsibility for safety standards being met by the holder of the Air Operator Certificate (AOC).

Narrogin aerodrome fixed based air operators would need to express strong operational cause before the Shire of Narrogin considered CASA registration because it will incur an operational cost and ongoing effort to comply.

Provided the aerodrome is maintained to CASA MOS Part 139 standards and the Gliding Club and Aero Club management conduct their operations in a safe professional manner the risk to the Shire as aerodrome operator is very low.

Never the less it is important that the Shire of Narrogin carries Public Liability cover (termed Aerodrome Operators Liability) insurance for its protection. Subject to professional advice it may also be appropriate to have published both at the aerodrome

NARROGIN AIRPORT MASTER PLAN 2013

and on the Shire's web site a disclaimer to ensure all users of the aerodrome accept their own liability when using the aerodrome.

These are operational considerations not master planning however these consideration do arise as a consequence of considering the appropriate categorisation for Narrogin aerodrome.

Narrogin aerodrome is currently an Aeroplane Landing Area (ALA) with physical standards that are considered compliant to CASA MOS 139, although not regularly inspected. Its operations are essentially private between the Shire and the permitted users.

Table 6.1 Aerodrome Categories - CASR Part 139 Defined

Aerodrome Categories & Considerations	Certified Aerodrome	Registered Aerodrome	Other Aerodrome Operations > 9 but ≤ 30 passengers	Other Aerodrome Operations CASA Reg. 135 (proposed)
Maximum level of service provided	RPT or frequent charter with more than 30 passengers	RPT or frequent charter with less than 30 passengers	Not Certified or Registered but served by RPT or by charter operations at least once per week.	
Who is responsible for certification/registration?	CASA	CASA Approved Person to confirm standards	AOC Holder Responsibility	AOC Holder Responsibility
Where are the standards defined?	MOS	MOS Same standards as certified aerodrome	MOS	MOS Chap 13
Is an aerodrome manual required?	Yes	No	No	No
Is a Safety Management System required?	Yes	No	No	No
Is an Aerodrome Technical Inspection required?	Yes	No	No	No
Is an Aerodrome Safety Inspection required?	No	Yes, if RPT or charter op's is with more than 9 pax seat aircraft	Yes	No
Is a Trained Reporting Officer required?	Yes	Yes	Yes	AOC Holder Responsibility
Are aerodrome details accessed through the NOTAM system?	Yes	Yes	No	No
Is the aerodrome operator	Yes	Yes	AOC Holder	AOC Holder

NARROGIN AIRPORT MASTER PLAN 2013

required to monitor obstacles?			Responsibility	Responsibility
Can instrument non-precision approach (NPA) procedures be made available?	Yes	Yes	No	No

Notes:

1. RPT is Regular Public Service
2. NOTAM is Notice to Airman

7.0 EXTERNAL PLANNING REQUIREMENTS

7.1 General

As Narrogin airport is an important and integral infrastructure facility for the community as a whole it needs zoning protection and zoning to enable the typical activity that occurs on airports.

This Narrogin Airport Master Plan establishes expectations for ultimate development on the site and outlines the nature of existing operations. The aerodrome is projected to continue to serve the general aviation flying fraternity, rather than passenger air transport activity.

The design aircraft is the Dash 8-100/200/300 series and master planning for the aerodrome infrastructure is based on its Aerodrome Reference Code 2C criteria.

The airport planning statement for ultimate development has also considered the impact on the immediate external environment of the airport.

7.2 Building Height Control

The airport's aerial contours or Obstacle Limitation Surfaces (OLS's) define the areas that must be protected from the infringement of structures for the safe operation of aircraft at Narrogin airport.

The Narrogin airport OLS drawings depict the proposed ultimate development of the airport and form a part of this master plan.

The OLS plans are aerial contours that define the top height above AHD datum to which new structures should be limited. Any structure or ground surface that exceeds the OLS height is a penetration and term an obstacle.

The revised development plan for this master plan review has not created additional constraint on the external land use.

It is highly desirable that the Shire of Narrogin implement planning controls to manage the height of structures proposed for erection around the airport encompassing the full extent of the OLS surfaces depicted by the plans.

7.3 Aircraft Noise

Aircraft noise can become a community concern and an environmental consideration where the flight paths are directly over a township or residence.

Narrogin is fortunate in that its airport is situated 8 km out of town and because aircraft noise is very confined to flight paths and immediate proximity of runway ends it is unlikely to warrant specific development planning issues. The land surrounding the airport is presently zoned 'Rural' under the Shire of Narrogin's Town Planning Scheme and this is a compatible zoning.

An Australian Noise Exposure Forecast (ANEF) has not been prepared as a part of this master plan for Narrogin airport because the rural land use surrounding the airport is deemed compatible to airport development in accordance with AS 2021 "Acoustics - Aircraft Noise Intrusion – Building Siting and Construction".

Typically, GA airports have a high (estimated 90%) utilisation level during day light hours when there is increased tolerance of sound levels.

Even under very high GA traffic use (for example, Jandakot airport) ANEF contours will typically extend from the aligned approach/departure for the runways and extend no more than 3 km from the runway strip ends with minimal lateral exposure. This is for an aerodrome with several hundred thousand aircraft movements per annum.

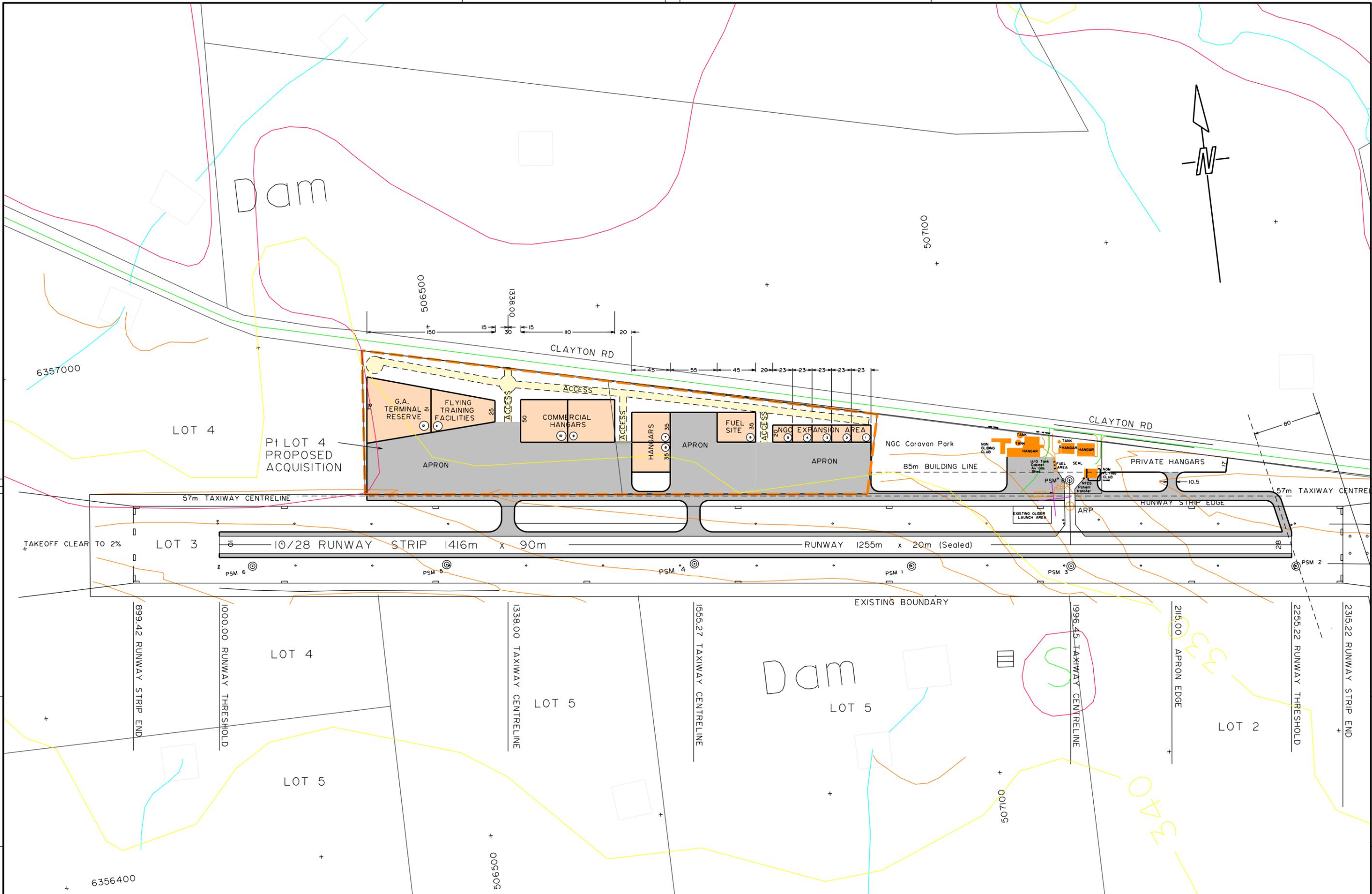
An ANEF prepared for an airport is only to be used as a guide for planners dealing with land zone change in the immediate area. The preparation of an ANEF is not warranted at Narrogin airport.

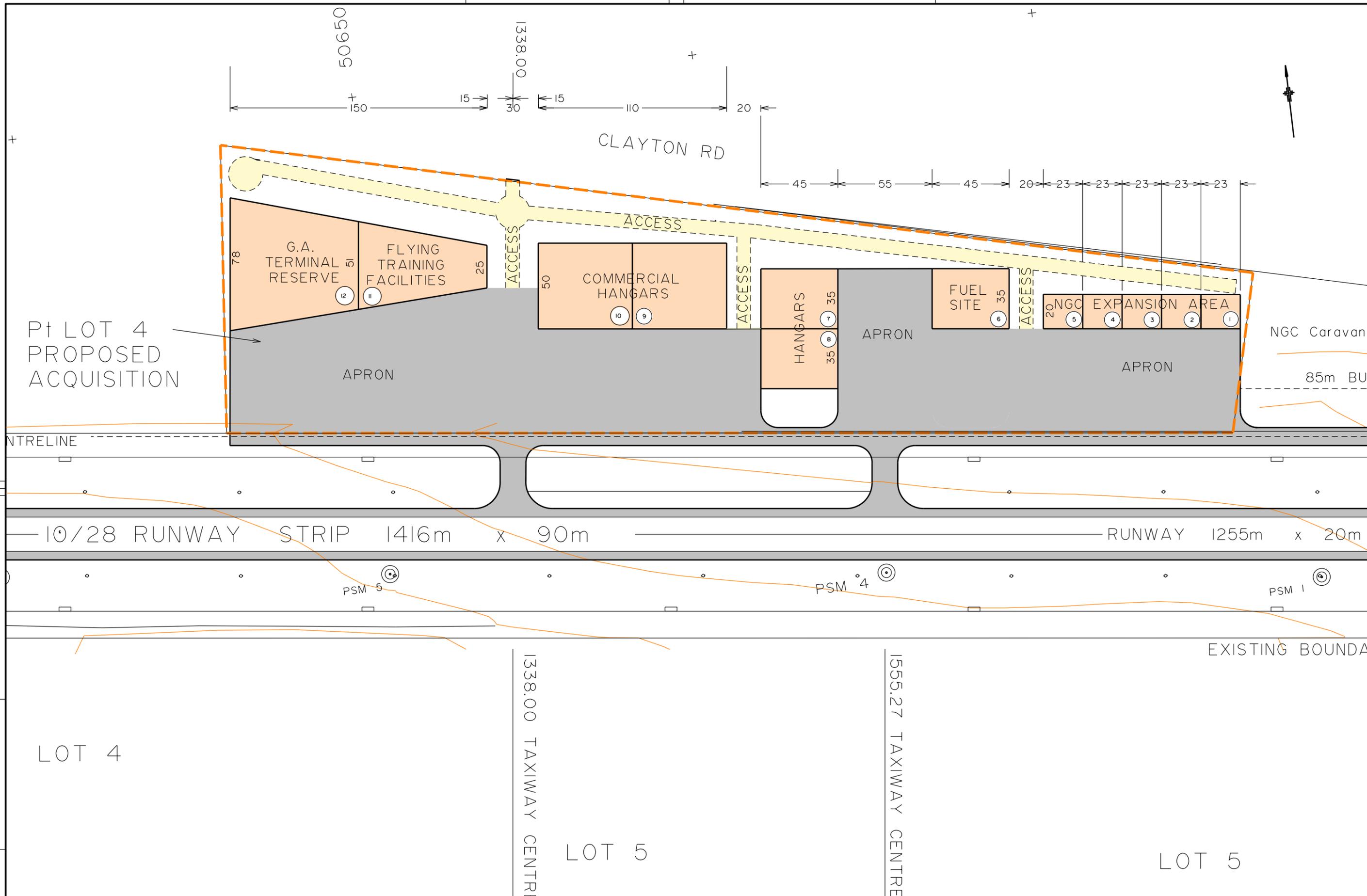
In general terms it is desirable that existing rural external land use be retained in the direct alignment of the runways for at least 3 km from the runway ends.

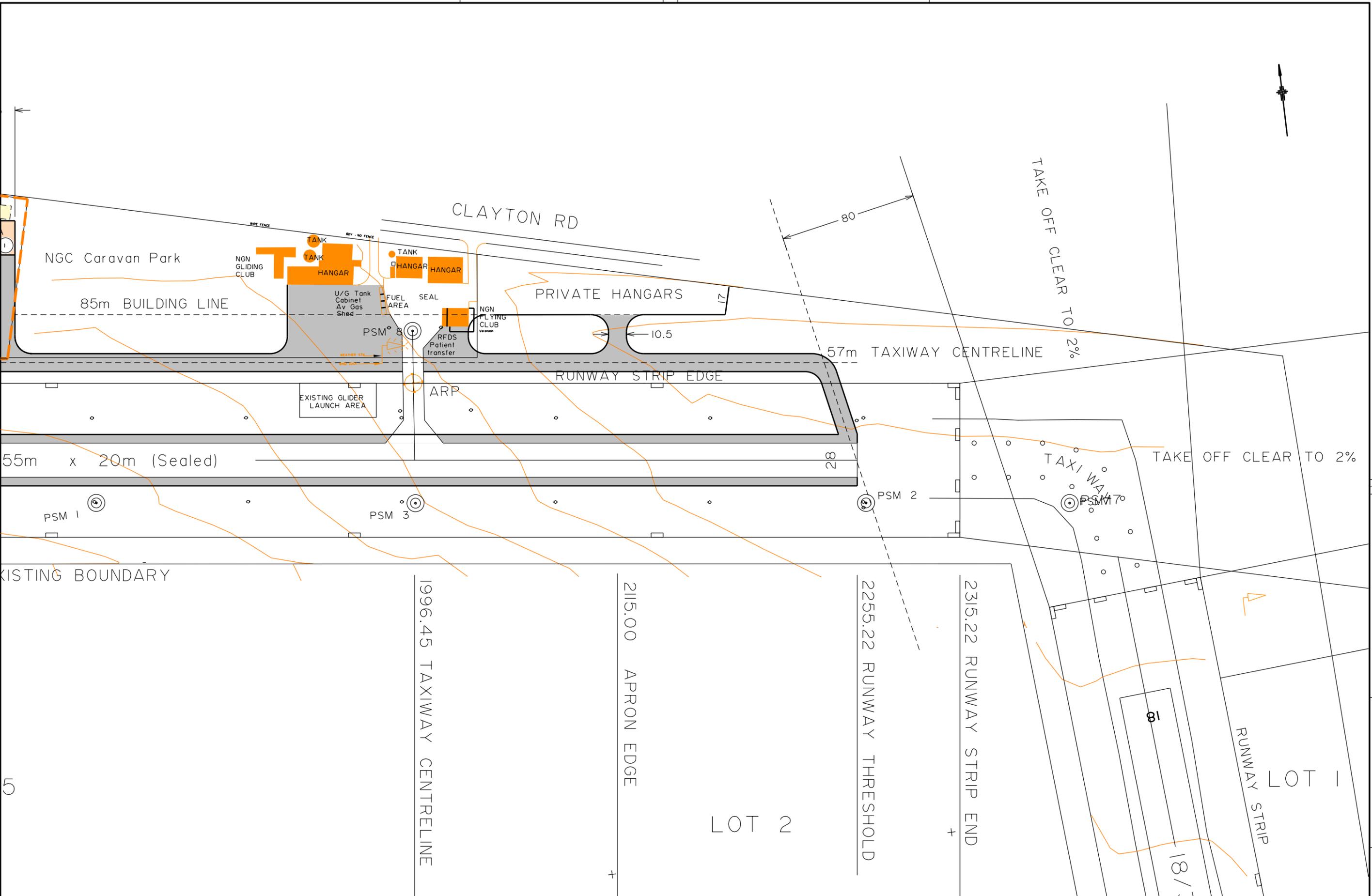
Also, as training aircraft typically circuit an airport runway some 1.0-1.5 km out from the runway alignment to intersect the approach centreline to conduct a landing or "touch and go" it is desirable that zoning out to at least 1.5 km from the parallel's of the runway, be retained rural.

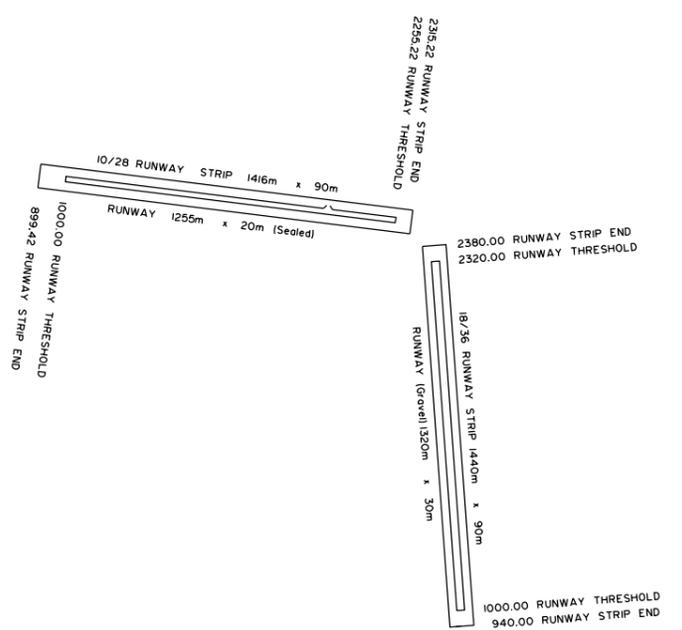
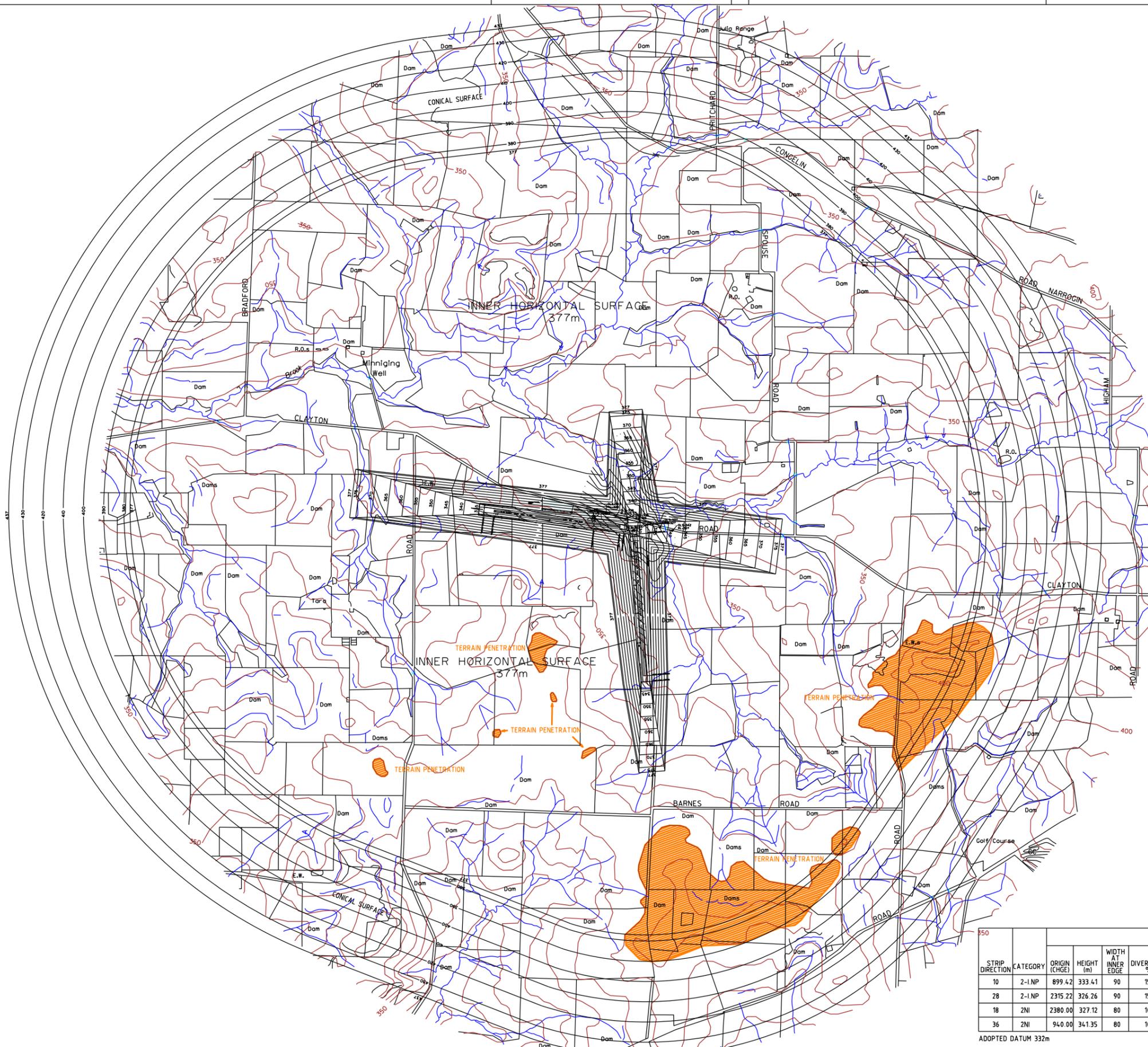
A Local Structure Plan may be an appropriate means of stating the extent of protected use for the airport and at the same time establish areas suitable for other activities, such as industry or special rural as the case may be.









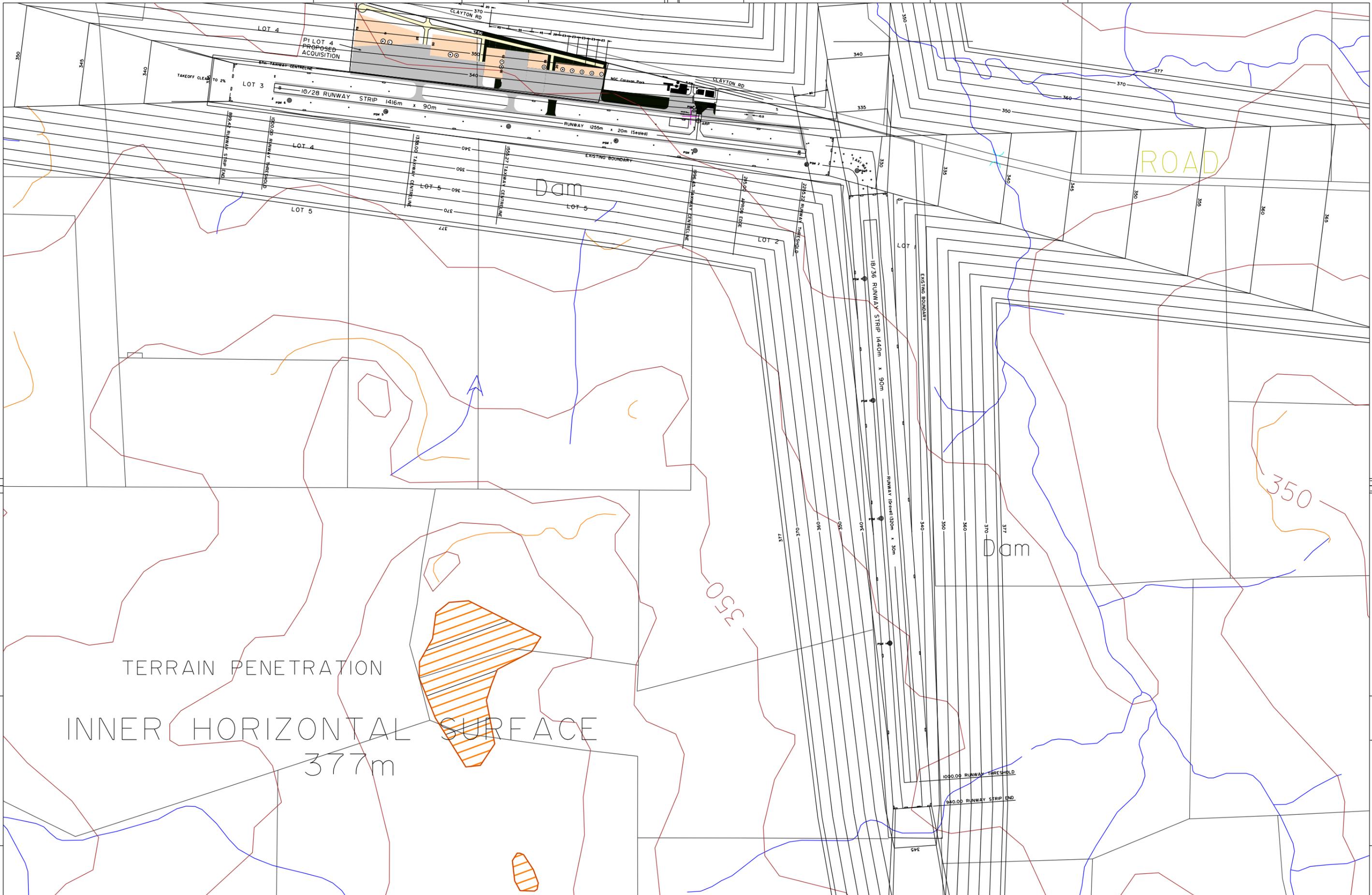


RUNWAY LAYOUT
SCALE: 1:5 000

APPROACH AND TAKE-OFF SURFACES DATA

STRIP DIRECTION	CATEGORY	APPROACH SURFACE										TAKE-OFF SURFACE						
		ORIGIN (CHG)	HEIGHT (m)	WIDTH AT INNER EDGE	DIVERGENCE %	SLOPE %	LENGTH	SLOPE %	LENGTH	SLOPE %	LENGTH	TRANSITION %	ORIGIN (CHG)	HEIGHT (m)	WIDTH AT INNER EDGE	DIVERGENCE %	SLOPE %	LENGTH
10	2-I-NP	899.42	333.41	90	15	3.33	2500					20	2315.22	326.26	80	10	4	2500
28	2-I-NP	2315.22	326.26	90	15	3.33	2500					20	899.42	333.54	80	10	4	2500
18	2-NI	2380.00	327.12	80	10	4.00	2500					20	940.00	341.35	80	10	4	2500
36	2-NI	940.00	341.35	80	10	4.00	2500					20	2380.00	327.12	80	10	4	2500

ADOPTED DATUM 332m



4.3 RENEWAL OF LEASES

Attachment 1	Lease between Shire and Town of Narrogin and Narrogin Flying Club
Attachment 2	Lease between Shire and Town of Narrogin and Narrogin Gliding Club and Deed of Variation of Lease

The 21 year lease for the Narrogin Flying Club, at \$12 per year, expires on 31 December 2018.

The 21 year lease for the Narrogin Gliding Club at \$12 per year, expires on 30 September 2019.

Discussion is required regarding negotiating the above leases.

Council resolved at its meeting of 22 August 2018:

That, with respect to the Application for Planning Consent for an Outbuilding (Aircraft Hangar) at Lot 1 (No. 2194-2202) Clayton Road, Minigin, Council request the Chief Executive Officer to commence negotiating the renewal of the lease of the Narrogin Airstrip for a further term of up to 21 years, with the final document subject to Council approval.

EMCCS spoke about the modernisation of the leases, including sub leasing, rent, rental reviews and insurance. It was suggested that the new leases be 10 years with option on a further 10 years and then a further 10 years.

Both clubs wished to remind the committee that they are not for profit sporting groups and do not have funds readily available to cover a large rent increase.

EMCCS to send a modern lease template to the Narrogin Flying Club and the Narrogin Gliding Club, so that the clubs can discuss the leases with their respective committees and then be prepared to negotiate the new leases.

EMCCS advised that after the leases have been negotiated they may need to go through an advertising period (in accordance with the Local Government Act 1995) before they can be adopted by Council.

**TOWN OF NARROGIN and
SHIRE OF NARROGIN**

and

NARROGIN FLYING CLUB (INC.)

LEASE

NARROGIN AIRSTRIP

THIS LEASE is made on the twenty first day of February 1997.

BETWEEN

TOWN OF NARROGIN and SHIRE OF NARROGIN both of Narrogin, Western Australia ("**the Lessor**")

AND

NARROGIN FLYING CLUB (INC.) of PO Box 79, Narrogin, Western Australia ("**the Lessee**")

RECITAL

Subject to certain approvals and consents being obtained, the Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease from the Lessor upon and subject to the provisions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

WESTERN AUSTRALIA STAMP DUTY
20/Mar/97 56520404 SD \$*****1.05

1.1 Definitions

In this document:

"**Premises**" means the land described in item 1 of the Schedule together with all buildings and improvements on that land or after the signing of this Lease erected on that land and includes any part thereof;

"**Reserve**" means where the Premises are a reserve or portion of a reserve vested in the Lessor under and by virtue of the provisions of section 33 of the Land Act 1933, that reserve;

"**Term**" means the term specified in item 4 of the Schedule and includes, if the Lessee exercises any option of renewal of this Lease granted to the Lessee pursuant to the provisions of **clause 3.2**, any further term.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender include the other genders;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;

- (ii) a person includes its legal personal representatives, successors and assigns;
- (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iv) a right includes a benefit, remedy, discretion, authority or power;
- (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (vi) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
- (vii) time is to local time in Perth, Western Australia;
- (viii) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (ix) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions.

1.3 Headings

Headings do not affect the interpretation of this document.

1.4 Exercise of Discretion

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires.

1.5 Withholding of Consent or Approval

Where the consent or approval of a party to this Lease is required, that consent or approval must not be unreasonably or capriciously withheld, but this clause has no application to clause 4.5.

2. CONDITIONS

2.1 Conditions

This Lease is subject to and conditional upon:

- (a) the approval in writing of the Minister for Lands under the Land Act 1933;
- (b) the approval of the State Planning Commission under section 20 of the Town Planning and Development Act 1928;

(c) any other necessary approvals and consents,

(if and to the extent that those approvals and consents are necessary and have not been obtained prior to the signing of this Lease) being obtained within three months after the signing of this Lease.

2.2 Application for Approvals and Consents

As soon as possible after the signing of this Lease the Lessor must make application for the approvals and consents referred to in **clause 2.1** and must pursue those applications and the Lessee must promptly join in the applications as may be necessary.

2.3 Failure of Condition

If any approval or consent is refused or not obtained on or prior to the date specified in **clause 2.1** this document ceases to have effect and no party has any claim against any other party.

2.4 Approval or Consent Subject to Conditions

If any approval or consent is granted subject to any conditions with which either party is unable or reasonably unwilling to comply that party may give to the other a notice in writing that the condition is unacceptable and thereupon the approval or consent is deemed to have been refused and this document ceases to have effect and no party has any claim against any other party.

3. LEASE

3.1 Initial Term

The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease from the Lessor together with the rights specified in item 2 of the Schedule but subject to the reservations specified in item 3 of the Schedule for the term specified in item 4 of the Schedule at the rental specified in item 5 of the schedule upon and subject to the provisions of this Lease.

3.2 Option of Renewal

If at the date of exercise of the option in this **clause 3.2** contained the Lessee has not failed to comply with any notice given by the Lessor to the Lessee requiring the Lessee to remedy a breach by the Lessee of the provisions of this Lease on the Lessee's part to be complied with, the Lessee has the option of extending this Lease for the further term specified in item 6 of the Schedule exercisable by the written request of the Lessee made not more than six (6) months nor less than three (3) months prior to the expiration of the term specified in item 4 of the Schedule at the same rental and upon the same provisions as are contained in this Lease except this **clause 3.2**.

4. LESSEE'S AGREEMENTS WITH LESSOR

The Lessee agrees with the Lessor as follows:

4.1 Rent

To pay to the Lessor the rent in the manner specified in item 5 of the schedule without any deduction or abatement whatsoever except if the Premises are destroyed or damaged as set out in clause 7.

4.2 Rates and Taxes

Duly and punctually to pay all rates, taxes, assessments, impositions and outgoings of whatsoever nature payable or hereafter to become payable to any Government, local or other authority in respect of the Premises including but without limiting the generality of the foregoing rates and other charges assessed on the Premises or the occupier of the Premises by the Lessor and the following applies:

- (a) the Lessee's liability in respect of all such rates, taxes, assessments, impositions and outgoings commences on the date of commencement of the Term and ceases on the expiration of the Term and must be apportioned between the parties on each of those dates;
- (b) in the event that the Premises are not separately rated, charged or assessed in respect of any of the rates, taxes, assessments, impositions and outgoings referred to in this clause 4.2 then for the purposes of this clause 4.2 they must be apportioned between the Premises and the other premises the subject of the assessment in proportion to their respective areas.

4.3 Rubbish Charges

Duly and punctually to pay all rubbish charges assessed on the Premises or the occupier of the Premises by the Lessor.

4.4 Electricity, and Gas, Telephone and Water

Duly and punctually to pay and discharge all charges and meter rents in respect of gas, electricity, water (including excess water) and telephone used, consumed or incurred on the Premises.

4.5 Assignment, Subletting, Parting with Possession

Not to assign, mortgage, charge, sublet or part with the possession of the Premises without the prior written consent of the Lessor and if and to the extent that such approval is necessary, the prior approval in writing of the Minister for Lands which consents and approves the Lessor and the Minister for Lands may in their absolute discretion refuse without assigning any reason and it is agreed that Sections 80 and 82 of the Property Law Act 1969 are excluded from and do not apply to this Lease.

4.6 Statutory Obligations

To comply with and obey the provisions of and all lawful and valid regulations, notices, orders and by-laws which may from time to time be made or given with respect to or affecting the Premises or the use or occupancy of the Premises under the provisions of the Health Act 1911, the Local Government Act 1995, the Fire Brigades Act 1942, the Bush Fires Act 1954, the Environmental Protection Act 1986 or any other statute, order, regulation, by-law or town planning scheme now or hereafter in force or made or given by

any Minister, Department, Health Board, Local Government, Water Board or other competent authority or person.

4.7 Alterations

Not without the prior written consent of the Lessor to erect or suffer to be erected any building or structure on the Premises or to make or suffer to be made any alteration in or to any building or structure erected on the Premises or cut, maim or injure or suffer to be cut, maimed or injured any of the walls or timbers of such building or structure and that if any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Premises by the Lessee, it is agreed that they must be constructed, erected, made, carried out and executed under the supervision and to the satisfaction of the Lessor and not otherwise.

4.8 Cleaning, Maintenance and Repair

To:

- (a) keep and maintain the Premises in good and tenantable repair and condition and clean and in good order and to renew all worn or broken parts of the Premises;
- (b) keep and maintain the Premises clean and tidy and free from dirt and rubbish;
- (c) cut, water and maintain properly all lawns and hedges from time to time planted on the Premises and to water and maintain properly all gardens, trees, shrubs and other flora from time to time laid out or planted on the Premises and where necessary to replace all shrubs and plants that die or are destroyed;
- (d) keep and maintain the portion of the Reserve surrounding the Premises clean and tidy and free of all rubbish; and
- (e) take all reasonable precautions to keep the Premises free of rodents, vermin, insects, termites and other pests and in the event of failing to do so must if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

4.9 Use

Not to:

- (a) use or to permit to be used the Leased Premises for any purpose whatsoever other than for the purposes and objects for which the Reserve was vested in and is held by the Lessor;
- (b) use or permit to be used the Leased Premises for any purpose other than that or those specified in item 7 of the Schedule;
- (c) carry on or suffer to be carried on upon the Premises any noxious noisome or offensive trade act business occupation or calling;
- (d) make, do or suffer upon the Premises any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to the owners or occupiers of property in the neighbourhood of the Premises;

- (e) sell or dispense alcohol from the Premises or allow alcohol to be sold or dispensed from the Premises other than in accordance with the provisions of the Liquor Licensing Act, 1988;
- (f) cut down any trees, plants or shrubs or sell, remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Premises; or
- (g) store chemicals, inflammable liquids, acetylene gas or volatile or explosive oils, compounds or substances upon the Premises other than aviation and motor fuels, fertilisers and other substances reasonably required for conducting the normal activities of the Lessee which are permitted pursuant to clause 4.9(b).

4.10 Signs

Not to affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor.

4.11 Report Acts of Vandalism

To immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is or is likely to involve a breach of the peace or become the subject of a report to the police.

4.12 Insurance

To take out and keep in force the following policies of insurance with an insurance office approved by the Lessor:

- (a) a building and industrial special risk policy in the joint names of the Lessor and the Lessee to cover the Premises and all plate glass installed on the Premises against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped therefrom and any other risks required by the Lessor, such cover not to be less than the full insurable value of the Premises and plate glass on a replacement and/or reinstatement basis;
- (b) a public liability insurance policy naming the Lessee as the insured for an amount which at the commencement of the Term must not be less than the sum of FIVE MILLION DOLLARS (\$5,000,000.00) and which must be adjusted at the expiration of the first and each succeeding year during the Term to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Lessee would take out and in the event of any dispute concerning the amount it must be fixed at the expense of the Lessee by an insurance broker nominated by the Lessor;
- (c) the usual workers' compensation policy covering all employees of the Lessee; and
- (d) a contractor's risk insurance policy in such amount as the Lessor may require to cover the whole of any works from time to time carried out by the Lessee on the Premises

and to deposit each such policy of insurance with the Lessor and at least seven (7) days before they become due to pay all premiums necessary for that purpose and deposit with the

Lessor the receipt for the current year's premium or a certificate of renewal of the insurance company and if the Lessee at any time fails to insure and keep insured as above it is agreed the Lessor may do all things necessary to effect or maintain the insurance and that the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

4.13 Lessor's Rights of Entry

To permit:

- (a) the Lessor, any employee of the Lessor and any other person authorised by the Lessor at all reasonable times to enter upon the Premises and view the condition of the Premises and upon notice being given by the Lessor, to repair the Premises in accordance with such requirements as are set out in any such notice;
- (b) the Lessor, any employee of the Lessor and any other person authorised by the Lessor, with all necessary vehicles plant and materials at all times to have access to the Premises and the right to remain on the Premises to carry out any building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the Premises.

4.14 Costs

To pay:

- (a) all costs of and incidental to the preparation, execution and stamping of this Lease; and
- (b) all costs, charges and expenses (including solicitors' costs and architects' fees) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the Property Law Act, 1969, requiring the Lessee to remedy a breach of any provision of this Lease notwithstanding forfeiture for the breach is avoided otherwise than by relief granted by the Court.

4.15 Indemnity

- (a) To the extent that the terms and conditions of any insurance effected by the Lessor or any money paid to the Lessor out of insurance effected by the Lessee do not fully indemnify the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor becomes liable in respect of any of the matters referred to in sub-paragraphs (i), (ii) and (iii) of this clause 4.15(a), to indemnify and keep indemnified the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses for which the Lessor becomes liable in respect of any loss or damage to property or death or injury of whatever nature or kind and however and wherever sustained:
 - (i) caused or contributed to by the use or occupation of the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor;
 - (ii) resulting from any negligence, act, default or omission of the Lessee; or

- (iii) resulting from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease except to the extent that the Lessor is obliged under the provisions of this Lease to pay for or contribute to that cost.
- (b) Without limiting the generality of **clause 14.15(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor becomes liable in respect of or arising from the overflow or leakage of water or other fluids in or from the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor.
- (c) Without limiting the generality of **clauses 14.15(a) and 14.15(b)**, to indemnify and keep indemnified the Lessor against any claim, action, demand, fine, damage, costs or expenses arising out of any breach by the Lessee or its servants, agents, contractors, customers, invitees of any provision of the Occupational Health, Safety and Welfare Act 1984.

4.16 Removal of Improvements

At or prior to the expiration or sooner determination of the Term, the Lessee may remove from the Premises all the Lessee's improvements, fixtures and fittings provided that, in so doing, the Lessee must make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

Any improvements, fixtures or fittings not so removed shall become the absolute property of the Lessor.

5. LESSOR'S AGREEMENT WITH LESSEE: QUIET ENJOYMENT

The Lessor agrees with the Lessee that if the Lessee pays the Rent and observes and performs the provisions of this Lease on the part of the Lessee to be observed and performed, the Lessee is, subject to **clause 4.13**, entitled to peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

6. DEFAULT

The Lessor and the Lessee agree as follows:

6.1 Default: Essential Terms

Each of the obligations of the Lessee set out in **clauses 4.1** (payment of rent), **4.2** (payment of rates and taxes), **4.5** (assignment, sub-letting and parting with possession), **4.8** (cleaning, maintenance and repair), **4.9** (use of the Premises), **4.12** (the Lessee's insurances) and **4.15** (indemnity) of this Lease is an essential term of this Lease.

6.2 Default

If:

- (a) any rent or any other moneys payable under this Lease remain unpaid for fourteen (14) days after written demand has been received by the Lessee from the Lessor; or

- (b) an order is made or a resolution is effectively passed for the winding up of the Lessee (other than for the purpose of amalgamation or reconstruction) or the Lessee becomes bankrupt or if any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by it or there is appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Lessee's undertakings or assets or property; or
- (c) the Lessee fails within the time specified in a notice (which time shall be not less than seven (7) days) requiring the Lessee to remedy a breach by the Lessee of any one or more of the provisions of this Lease unless the non-performance or non-observance has been waived or excused by the Lessor in writing; or
- (d) the Premises are deserted or vacated,

then and in each case the Lessor or any person or persons duly authorised by the Lessor at any time thereafter and without any notice or demand may re-enter into and upon the Premises and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises will immediately determine.

The Lessor's right of action referred to above is without prejudice to the right of action or other remedy which the Lessor has in respect of any prior breach by the Lessee of any provision of this Lease and following such forfeiture the Lessor is entitled to recover from the Lessee damages for loss of the benefits which performance of the provisions of this Lease by the Lessee would have conferred on the Lessor between the date of forfeiture and the expiry of this Lease by the effluxion of time.

6.3 Execution of Works by Lessor

If and whenever the Lessee fails within the time specified in a notice issued pursuant to clause 6.2(c) to remedy a breach of a provision of this Lease, the Lessor may (without prejudice to any other rights or remedies of the Lessor) enter upon the Premises, carry out or execute any repairs, requisitions, notices or works, remedy any default, pay or discharge any outgoings or other moneys or do any act, matter or thing the Lessor thinks necessary or desirable to ensure or secure compliance with the provisions of this Lease and the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

6.4 Interest on Overdue Money

Without affecting the rights, powers and remedies of the Lessor under this Lease, the Lessee agrees to pay to the Lessor on demand interest on any money due by the Lessee to the Lessor pursuant to this Lease but unpaid for thirty five (35) days calculated from the due date for payment until payment in full and computed at the rate per cent per annum which is from time to time 2% above the prime rate of interest (expressed as a rate per cent per annum) charged by the Lessor's bankers on loans of less than \$100,000.00 from time to time and such interest is deemed to be rent in arrears and may be recovered by the Lessor accordingly.

6.5 Acceptance of Rent Not to Prejudice Lessor's Right

Demand for or acceptance of rent or any other amounts payable by the Lessee in terms of this Lease after default by the Lessee under this Lease (other than on the grounds of

non-payment of that rent or the other amounts as the case may be) will not affect the exercise by the Lessor of the rights and powers conferred upon the Lessor by this Lease and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction

- (a) Subject to the provisions of clause 7.2 if the Premises are at any time during the Term totally or partially destroyed or damaged so as to render the Premises unfit for the occupation and use of the Lessee or inaccessible, the rent and any other moneys payable by the Lessee under the terms of this Lease ("the Amounts Payable") or a proportionate part of the Amounts Payable according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the Amounts Payable falling due after the destruction or damage or a proportionate part of the Amounts Payable shall be suspended until the Premises have been rebuilt or made fit for the occupation and use of the Lessee or accessible to the Lessee as the case may be.
- (b) The abatement of the Amounts Payable referred to above shall not apply in case of destruction or damage caused by the Lessee or if any policy or policies of insurance have been vitiated or payment of the policy moneys refused because of the act, default or omission of the Lessee or of any servant, agent, invitee or licensee of the Lessee.
- (c) If there is any dispute between the parties concerning the interpretation of this clause 7.1 that dispute must be referred to the award of a single arbitrator (who must conduct the arbitration in accordance with the provisions of the Commercial Arbitration Act 1985) to be appointed in default of agreement between the parties by the President for the time being of the Australian Institute of Valuers and Land Economists (Inc.) WA Division, at the request of either the Lessor or the Lessee, whose appointment is final and the Lessee must pay the Amounts Payable without any deduction or abatement until the date of the award of the arbitrator whereupon the Lessor must refund any of the Amounts Payable which according to the award has been overpaid. Each party is entitled to legal representation at any such arbitration.

7.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for occupation and use either party may by notice in writing to the other of them given within twenty eight (28) days after the event determine this Lease and thereupon this Lease is determined without prejudice however to the liability of the Lessee under this Lease up to the date of determination.

8. MISCELLANEOUS PROVISIONS

The Lessor and the Lessee agree that:

8.1 Notices

Any notice to be given pursuant to this Lease is deemed to have been duly served on the Shire of Narrogin to whom it is to be given if served in the manner provided in Section 139 of the

Property Law Act, 1969 and, in addition, in the case of a notice to the Lessee if left addressed to the Lessee at the Premises.

8.2 Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor the Lessee will be a monthly tenant of the Lessor at a monthly rent equivalent to one twelfth of the aggregate of the rent payable upon the expiry of the Term which would be payable by the Lessee if an extension of the Term had been granted at the expiry of the Term and otherwise on the same terms and conditions as this Lease (except clause 3.2).

8.3 Waiver

No waiver by the Lessor of any breach of any provision of this Lease by the Lessee operates as a waiver of another breach of any provision of this Lease by the Lessee.

8.4 Severance

If any part of this Lease is or becomes void or unenforceable then that part is or will be severed from this Lease so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

8.5 Statutory Powers

The powers conferred by or under any statute (except to the extent inconsistent with the terms and provisions expressed in this Lease) are in augmentation of the powers conferred on the Lessor by this Lease.

8.6 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8.7 Joint and Several Liability

An obligation of two or more persons binds them jointly and severally.

8.8 Time of the Essence

Time is of the essence in respect of the performance and observance by the Lessee of the provisions of this Lease.

9. LIMITATION OF LIABILITY OF LESSOR

The Lessor's obligations under this Lease:

- (a) bind only the person holding the reversionary estate of the Premises immediately

- (b) only render the Lessor liable in damages when the act omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Premises or while the Premises are vested in the Lessor (as the case may be).

SCHEDULE

1. Premises (Clauses 1.1 and 3.1)

Portion of Williams Location 4005 delineated and coloured green as shown at pages 14 and 15 of this document.

2. Rights (Clause 3.1)

None

3. Reservations (Clause 3.1)

None

4. Term (Clause 3.1)

Twenty one (21) years commencing 1st January 1997

5. Rent (Clauses 3.1 and 4.1)

Twelve (12) dollars per annum

6. Further Term (Clause 3.2)

None

7. Purpose for which Leased Premises to be Used (Clause 4.9(b))

Flying Club

EXECUTED as an agreement.

THE COMMON SEAL of TOWN OF NARROGIN was hereunto affixed by authority of a resolution of the Council in the presence of:



D. Fairclough Mayor
Douglas Fairclough

[Signature] Chief Executive Officer
Stephen David Tindale

THE COMMON SEAL of SHIRE OF NARROGIN was hereunto affixed by authority of a resolution of the Council in the presence of:

Darrell L. Wiese Shire President
Darrell Lawrence Wiese

[Signature] Chief Executive Officer
Geoffrey Radford McKeown

THE COMMON SEAL of NARROGIN FLYING CLUB (INC.) was hereunto affixed by authority of a resolution of the Committee in the presence of:

L B Herrmann President

LINDSAY HERRMANN Name of President
(print)

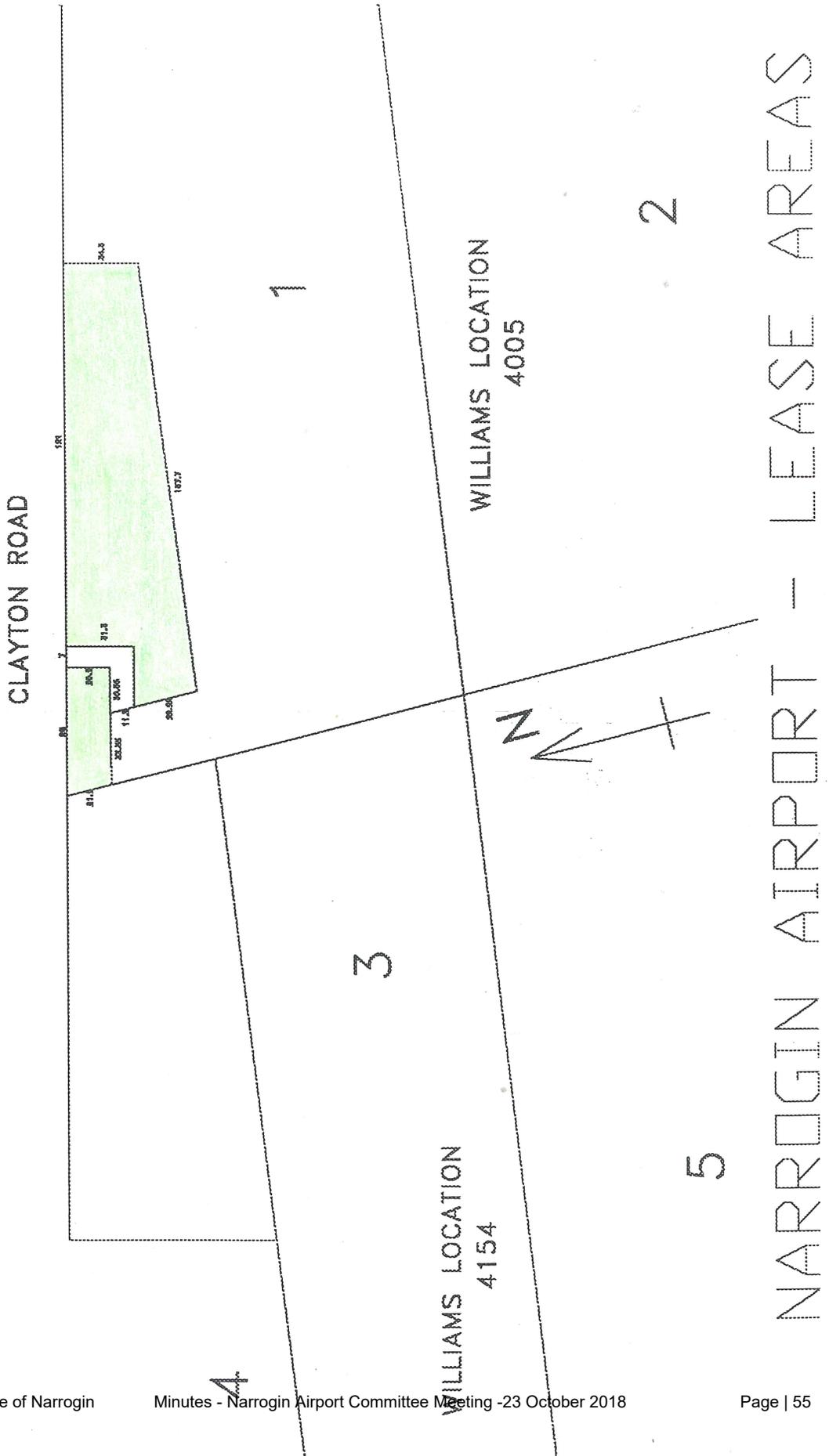
[Signature] Secretary

TIM W. SMALE Name of Secretary
(print)



(cp/air/lseagfly)

Portion of Williams Location 4005 (portion of Lot 1 on Diagram 43854), delineated and coloured green as shown below.



34.3

CLAYTON ROAD

181

197.7

7

31.2

20.2

20.85

56

11.3

32.85

29.58

21.2

NARROGIN AIRPORT - LEASE PLAN

**TOWN OF NARROGIN and
SHIRE OF NARROGIN**

and

NARROGIN GLIDING CLUB (INC.)

LEASE

NARROGIN AIRSTRIP

THIS LEASE is made on the 1st Day of October 1998.

BETWEEN

TOWN OF NARROGIN and SHIRE OF NARROGIN both of Narrogin, Western Australia ("**the Lessor**")

AND

NARROGIN GLIDING CLUB (INC.) of PO Box 232, Narrogin, Western Australia ("**the Lessee**")

RECITAL

Subject to certain approvals and consents being obtained, the Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease from the Lessor upon and subject to the provisions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this document:

"**Premises**" means the land described in item 1 of the Schedule together with all buildings and improvements on that land or after the signing of this Lease erected on that land and includes any part thereof;

"**Term**" means the term specified in item 4 of the Schedule and includes, if the Lessee exercises any option of renewal of this Lease granted to the Lessee pursuant to the provisions of **clause 3.2**, any further term.

1.2 Construction

Unless expressed to the contrary:

(a) words importing:

(i) the singular include the plural and vice versa;

(ii) any gender include the other genders;

(b) if a word or phrase is defined cognate words and phrases have corresponding definitions;

(c) a reference to:

(i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;

- (ii) a person includes its legal personal representatives, successors and assigns;
- (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iv) a right includes a benefit, remedy, discretion, authority or power;
- (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (vi) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
- (vii) time is to local time in Perth, Western Australia;
- (viii) "\$" or "dollars" is a reference to the lawful currency of Australia;
- (ix) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions.

1.3 Headings

Headings do not affect the interpretation of this document.

1.4 Exercise of Discretion

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires.

1.5 Withholding of Consent or Approval

Where the consent or approval of a party to this Lease is required, that consent or approval must not be unreasonably or capriciously withheld, but this clause has no application to clause 4.5.

2. CONDITIONS

2.1 Conditions

This Lease is subject to and conditional upon:

- (a) the approval in writing of the Minister for Lands under the Land Act 1933;
- (b) the approval of the Western Australian Planning Commission under section 20 of the Town Planning and Development Act 1928;

(c) any other necessary approvals and consents,

(if and to the extent that those approvals and consents are necessary and have not been obtained prior to the signing of this Lease) being obtained within three months after the signing of this Lease.

2.2 Application for Approvals and Consents

As soon as possible after the signing of this Lease the Lessor must make application for the approvals and consents referred to in **clause 2.1** and must pursue those applications and the Lessee must promptly join in the applications as may be necessary.

2.3 Failure of Condition

If any approval or consent is refused or not obtained on or prior to the date specified in **clause 2.1** this document ceases to have effect and no party has any claim against any other party.

2.4 Approval or Consent Subject to Conditions

If any approval or consent is granted subject to any conditions with which either party is unable or reasonably unwilling to comply that party may give to the other a notice in writing that the condition is unacceptable and thereupon the approval or consent is deemed to have been refused and this document ceases to have effect and no party has any claim against any other party.

3. LEASE

3.1 Initial Term

The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease from the Lessor together with the rights specified in item 2 of the Schedule but subject to the reservations specified in item 3 of the Schedule for the term specified in item 4 of the Schedule at the rental specified in item 5 of the schedule upon and subject to the provisions of this Lease.

3.2 Option of Renewal

If at the date of exercise of the option in this **clause 3.2** contained the Lessee has not failed to comply with any notice given by the Lessor to the Lessee requiring the Lessee to remedy a breach by the Lessee of the provisions of this Lease on the Lessee's part to be complied with, the Lessee has the option of extending this Lease for the further term specified in item 6 of the Schedule exercisable by the written request of the Lessee made not more than six (6) months nor less than three (3) months prior to the expiration of the term specified in item 4 of the Schedule at the same rental and upon the same provisions as are contained in this Lease except this **clause 3.2**.

4. LESSEE'S AGREEMENTS WITH LESSOR

The Lessee agrees with the Lessor as follows:

4.1 Rent

To pay to the Lessor the rent in the manner specified in item 5 of the schedule without any deduction or abatement whatsoever except if the Premises are destroyed or damaged as set out in clause 7.

4.2 Outgoings

Duly and punctually to pay all rates, taxes, assessments, charges, impositions and outgoings of whatsoever nature payable or hereafter to become payable to any Government, local or other authority in respect of the Premises including but without limiting the generality of the foregoing rates and other charges assessed on the Premises or the occupier of the Premises by the Lessor and the following applies:

- (a) the Lessee's liability in respect of all such rates, taxes, assessments, charges, impositions and outgoings commences on the date of commencement of the Term and ceases on the expiration of the Term and must be apportioned between the parties on each of those dates;
- (b) in the event that the Premises are not separately rated, charged or assessed in respect of any of the rates, taxes, assessments, impositions and outgoings referred to in this clause 4.2 then for the purposes of this clause 4.2 they must be apportioned between the Premises and the other premises the subject of the assessment in proportion to their respective areas.

4.3 Rubbish Charges

Duly and punctually to pay all rubbish charges assessed on the Premises or the occupier of the Premises by the Lessor.

4.4 Electricity, and Gas, Telephone and Water

Duly and punctually to pay and discharge all charges and meter rents in respect of gas, electricity, water and telephone used, consumed or incurred on the Premises.

4.5 Assignment, Subletting, Parting with Possession

Not to assign, mortgage, charge, sublet or part with the possession of the Premises without the prior written consent of the Lessor and if and to the extent that such approval is necessary, the prior approval in writing of the Minister for Lands which consents and approvals the Lessor and the Minister for Lands may in their absolute discretion refuse without assigning any reason and it is agreed that Sections 80 and 82 of the Property Law Act 1969 are excluded from and do not apply to this Lease.

4.6 Statutory Obligations

To comply with and obey the provisions of and all lawful and valid regulations, notices, orders and by-laws which may from time to time be made or given with respect to or affecting the Premises or the use or occupancy of the Premises under the provisions of the Health Act 1911, the Local Government Act 1995, the Fire Brigades Act 1942, the Bush Fires Act 1954, the Environmental Protection Act 1986 or any other statute, order, regulation, by-law or town planning scheme now or hereafter in force or made or given by

any Minister, Department, Health Board, Local Government, Water Board or other competent authority or person.

4.7 Alterations

Not without the prior written consent of the Lessor to:

- (a) erect or suffer to be erected any building or structure on the Premises or to make or suffer to be made any alteration in or to any building or structure erected on the Premises or cut, maim or injure or suffer to be cut, maimed or injured any of the walls or timbers of such building or structure; and
- (b) install any water, gas or electrical fixtures, equipment, appliance or apparatus for illuminating, air conditioning, heating, cooling or ventilating the Premises,

and that if any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Premises or any such installation is to be made by the Lessee, it is agreed that they must be constructed, erected, made, carried out and executed under the supervision and to the satisfaction of the Lessor and not otherwise.

4.8 Cleaning, Maintenance and Repair

To:

- (a) keep and maintain the Premises in good and tenantable repair and condition and clean and in good order and to renew all worn or broken parts of the Premises;
- (b) keep and maintain the Premises clean and tidy and free from dirt and rubbish;
- (c) cut, water and maintain properly all lawns and hedges from time to time planted on the Premises and to water and maintain properly all gardens, trees, shrubs and other flora from time to time laid out or planted on the Premises and where necessary to replace all shrubs and plants that die or are destroyed;
- (d) keep and maintain the portion of the Reserve surrounding the Premises clean and tidy and free of all rubbish; and
- (e) take all reasonable precautions to keep the Premises free of rodents, vermin, insects, termites and other pests and in the event of failing to do so must if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

4.9 Use

Not to:

- (a) use or to permit to be used the Leased Premises for any purpose whatsoever other than for the purposes and objects for which the Reserve was vested in and is held by the Lessor;
- (b) use or permit to be used the Leased Premises for any purpose other than that or those specified in item 7 of the Schedule;

- (c) carry on or suffer to be carried on upon the Premises any noxious noisome or offensive trade act business occupation or calling;
- (d) make, do or suffer upon the Premises any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to the owners or occupiers of property in the neighbourhood of the Premises;
- (e) sell or dispense alcohol from the Premises or allow alcohol to be sold or dispensed from the Premises other than in accordance with the provisions of the Liquor Licensing Act, 1988;
- (f) cut down any trees, plants or shrubs or sell, remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Premises; or
- (g) store chemicals, inflammable liquids, acetylene gas or volatile or explosive oils, compounds or substances upon the Premises other than aviation and motor fuels, fertilisers and other substances reasonably required for conducting the normal activities of the Lessee which are permitted pursuant to clause 4.9(b).

4.10 Signs

Not to affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor and if such consent is given, to keep and maintain any such advertisement in good and tenable repair and condition.

4.11 Report Acts of Vandalism

To immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is or is likely to involve a breach of the peace or become the subject of a report to the police.

4.12 Insurance

To take out and keep in force the following policies of insurance with an insurer approved by the Lessor:

- (a) a public liability insurance policy naming the Lessee as the insured for an amount which at the commencement of the Term must not be less than the sum of FIVE MILLION DOLLARS (\$5,000,000.00) and which must be adjusted at the expiration of the first and each succeeding year during the Term to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Lessee would take out and in the event of any dispute concerning the amount it must be fixed at the expense of the Lessee by an insurance broker nominated by the Lessor;
- (b) the usual workers' compensation policy covering all employees of the Lessee;

and to deposit a photocopy of each such policy of insurance with the Lessor and at least seven (7) days before they become due to pay all premiums necessary for that purpose and deposit with the Lessor a photocopy of the receipt for the current year's premium or a certificate of renewal of the insurance company and if the Lessee at any time fails to insure and keep insured as above it is agreed the Lessor may do all things necessary to effect or

maintain the insurance and that the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

4.13 Lessor's Rights of Entry

To permit:

- (a) the Lessor, any employee of the Lessor and any other person authorised by the Lessor at all reasonable times to enter upon the Premises and view the condition of the Premises and upon notice being given by the Lessor, to repair the Premises in accordance with such requirements as are set out in any such notice;
- (b) the Lessor, any employee of the Lessor and any other person authorised by the Lessor, with all necessary vehicles plant and materials at all times to have access to the Premises and the right to remain on the Premises to carry out any building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the Premises.

4.14 Costs

To pay:

- (a) all costs of and incidental to the preparation, execution and stamping of this Lease; and
- (b) all costs, charges and expenses (including solicitors' costs and architects' fees) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the Property Law Act, 1969, requiring the Lessee to remedy a breach of any provision of this Lease notwithstanding forfeiture for the breach is avoided otherwise than by relief granted by the Court.

4.15 Indemnity

- (a) To the extent that the terms and conditions of any insurance effected by the Lessor or any money paid to the Lessor out of insurance effected by the Lessee do not fully indemnify the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor becomes liable in respect of any of the matters referred to in sub-paragraphs (i), (ii) and (iii) of this clause 4.15(a), to indemnify and keep indemnified the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses for which the Lessor becomes liable in respect of any loss or damage to property or death or injury of whatever nature or kind and however and wherever sustained:
 - (i) caused or contributed to by the use or occupation of the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor;
 - (ii) resulting from any negligence, act, default or omission of the Lessee; or
 - (iii) resulting from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease

except to the extent that the Lessor is obliged under the provisions of this Lease to pay for or contribute to that cost.

- (b) Without limiting the generality of **clause 4.15(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor becomes liable in respect of or arising from the overflow or leakage of water or other fluids in or from the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor.
- (c) Without limiting the generality of **clauses 4.15(a) and 4.15(b)**, to indemnify and keep indemnified the Lessor against any claim, action, demand, fine, damage, costs or expenses arising out of any breach by the Lessee or its servants, agents, contractors, customers, invitees of any provision of the Occupational Health, Safety and Welfare Act 1984.

4.16 Removal of Improvements

At or prior to the expiration or sooner determination of the Term, the Lessee may remove from the Premises all the Lessee's improvements, fixtures and fittings provided that, in so doing, the Lessee must make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

Any improvements, fixtures or fittings not so removed shall become the absolute property of the Lessor.

5. LESSOR'S AGREEMENT WITH LESSEE: QUIET ENJOYMENT

The Lessor agrees with the Lessee that if the Lessee pays the Rent and observes and performs the provisions of this Lease on the part of the Lessee to be observed and performed, the Lessee is, subject to **clause 4.13**, entitled to peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

6. DEFAULT

The Lessor and the Lessee agree as follows:

6.1 Default: Essential Terms

Each of the obligations of the Lessee set out in **clauses 4.1** (payment of rent), **4.2** (payment of rates and taxes), **4.5** (assignment, sub-letting and parting with possession), **4.8** (cleaning, maintenance and repair), **4.9** (use of the Premises), **4.12** (the Lessee's insurances) and **4.15** (indemnity) of this Lease is an essential term of this Lease.

6.2 Default

If:

- (a) any rent or any other moneys payable under this Lease remain unpaid for fourteen (14) days after written demand has been received by the Lessee from the Lessor; or

- (b) an order is made or a resolution is effectively passed for the winding up of the Lessee (other than for the purpose of amalgamation or reconstruction) or the Lessee becomes bankrupt or if any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by it or there is appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Lessee's undertakings or assets or property; or
- (c) the Lessee fails within the time specified in a notice (which time shall be not less than seven (7) days) requiring the Lessee to remedy a breach by the Lessee of any one or more of the provisions of this Lease unless the non-performance or non-observance has been waived or excused by the Lessor in writing; or
- (d) the Premises are deserted or vacated,

then and in each case the Lessor or any person or persons duly authorised by the Lessor at any time thereafter and without any notice or demand may re-enter into and upon the Premises and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises will immediately determine.

The Lessor's right of action referred to above is without prejudice to the right of action or other remedy which the Lessor has in respect of any prior breach by the Lessee of any provision of this Lease and following such forfeiture the Lessor is entitled to recover from the Lessee damages for loss of the benefits which performance of the provisions of this Lease by the Lessee would have conferred on the Lessor between the date of forfeiture and the expiry of this Lease by the effluxion of time.

6.3 Execution of Works by Lessor

If and whenever the Lessee fails within the time specified in a notice issued pursuant to **clause 6.2(c)** to remedy a breach of a provision of this Lease, the Lessor may (without prejudice to any other rights or remedies of the Lessor) enter upon the Premises, carry out or execute any repairs, requisitions, notices or works, remedy any default, pay or discharge any outgoings or other moneys or do any act, matter or thing the Lessor thinks necessary or desirable to ensure or secure compliance with the provisions of this Lease and the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be rent in arrears and may be recovered by the Lessor accordingly.

6.4 Interest on Overdue Money

Without affecting the rights, powers and remedies of the Lessor under this Lease, the Lessee agrees to pay to the Lessor on demand interest on any money due by the Lessee to the Lessor pursuant to this Lease but unpaid for thirty five (35) days calculated from the due date for payment until payment in full and computed at the rate per cent per annum which is from time to time 2% above the prime rate of interest (expressed as a rate per cent per annum) charged by the Lessor's bankers on loans of less than \$100,000.00 from time to time and such interest is deemed to be rent in arrears and may be recovered by the Lessor accordingly.

6.5 Acceptance of Rent Not to Prejudice Lessor's Right

Demand for or acceptance of rent or any other amounts payable by the Lessee in terms of this Lease after default by the Lessee under this Lease (other than on the grounds of non-payment of that rent or the other amounts as the case may be) will not affect the exercise by the Lessor of the rights and powers conferred upon the Lessor by this Lease and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction

- (a) Subject to the provisions of clause 7.2 if the Premises are at any time during the Term totally or partially destroyed or damaged so as to render the Premises unfit for the occupation and use of the Lessee or inaccessible, the rent and any other moneys payable by the Lessee under the terms of this Lease ("the Amounts Payable") or a proportionate part of the Amounts Payable according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the Amounts Payable falling due after the destruction or damage or a proportionate part of the Amounts Payable shall be suspended until the Premises have been rebuilt or made fit for the occupation and use of the Lessee or accessible to the Lessee as the case may be.
- (b) The abatement of the Amounts Payable referred to above shall not apply in case of destruction or damage caused by the Lessee or if any policy or policies of insurance have been vitiated or payment of the policy moneys refused because of the act, default or omission of the Lessee or of any servant, agent, invitee or licensee of the Lessee.
- (c) If there is any dispute between the parties concerning the interpretation of this clause 7.1 that dispute must be referred to the award of a single arbitrator (who must conduct the arbitration in accordance with the provisions of the Commercial Arbitration Act 1985) to be appointed in default of agreement between the parties by the President for the time being of the Australian Institute of Valuers and Land Economists (Inc.) WA Division, at the request of either the Lessor or the Lessee, whose appointment is final and the Lessee must pay the Amounts Payable without any deduction or abatement until the date of the award of the arbitrator whereupon the Lessor must refund any of the Amounts Payable which according to the award has been overpaid. Each party is entitled to legal representation at any such arbitration.

7.2 Total Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for occupation and use either party may by notice in writing to the other of them given within twenty eight (28) days after the event determine this Lease and thereupon this Lease is determined without prejudice however to the liability of the Lessee under this Lease up to the date of determination.

8. MISCELLANEOUS PROVISIONS

The Lessor and the Lessee agree that:

8.1 Notices

Any notice to be given pursuant to this Lease is deemed to have been duly served on the party to whom it is to be given if served in the manner provided in Section 135 of the Property Law Act, 1969 and, in addition, in the case of a notice to the Lessee if left addressed to the Lessee at the Premises.

8.2 Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor the Lessee will be a monthly tenant of the Lessor at a monthly rent equivalent to one twelfth of the aggregate of the rent payable upon the expiry of the Term which would be payable by the Lessee if an extension of the Term had been granted at the expiry of the Term and otherwise on the same terms and conditions as this Lease (except clause 3.2).

8.3 Waiver

No waiver by the Lessor of any breach of any provision of this Lease by the Lessee operates as a waiver of another breach of any provision of this Lease by the Lessee.

8.4 Severance

If any part of this Lease is or becomes void or unenforceable then that part is or will be severed from this Lease so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

8.5 Statutory Powers

The powers conferred by or under any statute (except to the extent inconsistent with the terms and provisions expressed in this Lease) are in augmentation of the powers conferred on the Lessor by this Lease.

8.6 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

8.7 Joint and Several Liability

An obligation of two or more persons binds them jointly and severally.

8.8 Time of the Essence

Time is of the essence in respect of the performance and observance by the Lessee of the provisions of this Lease.

9. LIMITATION OF LIABILITY OF LESSOR

The Lessor's obligations under this Lease:

- (a) bind only the person holding the reversionary estate of the Premises immediately expectant upon the expiry of the Term; and
- (b) only render the Lessor liable in damages when the act omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Premises or while the Premises are vested in the Lessor (as the case may be).

SCHEDULE**1. Premises (Clauses 1.1 and 3.1)**

Portion of Williams Location 4154 delineated and coloured green as shown at page 14 of this document.

2. Rights (Clause 3.1)

None

3. Reservations (Clause 3.1)

This lease agreement shall terminate on the 30th September, 1999 in the event that the Town of Narrogin and the Shire of Narrogin and the Narrogin Gliding Club (Inc.) are unable to formalise a licence agreement for the use of the airstrip by the Narrogin Gliding Club (Inc.).

4. Term (Clause 3.1)

Twenty one (21) years

5. Rent (Clauses 3.1 and 4.1)

Twelve (12) dollars per annum

6. Further Term (Clause 3.2)

Nil.

7. Purpose for which Leased Premises to be Used (Clause 4.9(b))

Gliding Club

EXECUTED as an agreement.

THE COMMON SEAL of TOWN OF)
NARROGIN was hereunto affixed by)
authority of a resolution of the Council)
in the presence of:)



[Signature] Mayor
Robert William Maxwell

[Signature] Chief Executive Officer
Stephen David Tindale

THE COMMON SEAL of SHIRE OF)
NARROGIN was hereunto affixed by)
authority of a resolution of the Council)
in the presence of:)

[Signature] Shire President
Darrell Lawrence Wiese

[Signature] Chief Executive Officer
Geoffrey Radford McKeown

THE COMMON SEAL of NARROGIN)
GLIDING CLUB (INC.) was hereunto)
affixed by authority of a resolution of the)
Club in the presence of:)

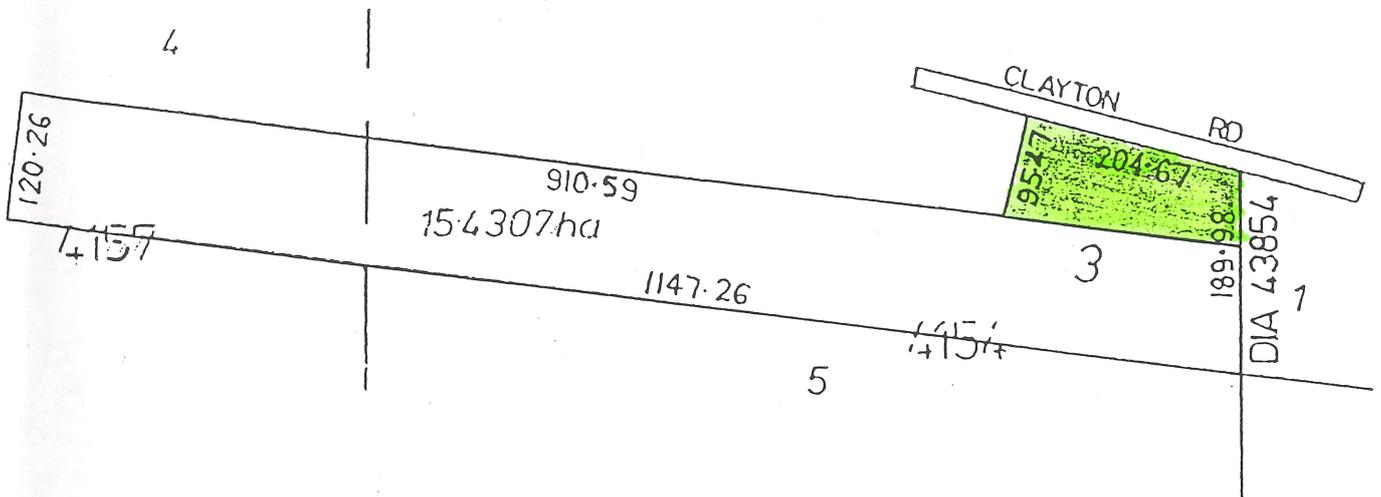


[Signature] President
Owen Ramsay Jones

[Signature] Vice-President
Ronald M Cant

[Signature] Secretary
Trevor Hancock

Portion of Williams Location 4154 (portion of Lot 3 on Diagram 64370), delineated and coloured green as shown below.



2007

**TOWN OF NARROGIN and
SHIRE OF NARROGIN**

AND

NARROGIN GLIDING CLUB (INC.)

DEED OF VARIATION OF LEASE

**WL & KJ Everett
Barristers and Solicitors
4 Fortune Street
NARROGIN WA 6312
Tele: (08) 9881 1600
Our Ref: shirengn10.doc JLK**

THIS AGREEMENT is made the 30TH day of NOVEMBER Two thousand and seven

B E T W E E N:

Town of Narrogin and Shire of Narrogin both of Narrogin in the State of Western Australia, ("the Lessor") of the one part

A N D

Narrogin Gliding Club (Inc) of Post Office Box 232 Narrogin , Western Australia ("the Lessee") of the other part.

WHEREAS:

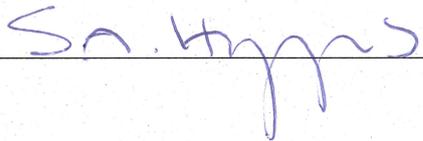
- (a) Pursuant to a Lease Agreement (the Lease) dated 1 October 1998 and the Lessor leased to the Lessee portion of Williams Location 4154 delineated and coloured green as shown at page 14 of the Lease for a term of twenty one years at the clear yearly rental of 12 dollars payable as therein set out and otherwise upon the terms therein mentioned.
- (b) The parties wish to vary the lease in the manner set out herein.

IT IS AGREED as follows:-

1. Item 3 of the schedule to the Lease be varied by deleting all the words in Item 3 after "(Clause 3.1)" and inserting the following:
"Nil"
2. That all and singular covenants conditions stipulations and agreements contained or implied in the said Lease (except as herein varied) shall be observed and performed by the parties respectively and shall be deemed to apply hereto in the like manner as if set out herein.

EXECUTED AS A DEED

The Common Seal of)
Town of Narrogin was hereunto)
affixed by authority of a resolution)
of the Council in the presence of:)

 Mayor

 Chief Executive Officer

The Common Seal of)
Shire of Narrogin was hereunto)
affixed by authority of a resolution)
of the Council in the presence of:)

 Shire President

 Chief Executive Officer

The Common Seal of)
Narrogin Gliding Club (Inc) was hereunto)
affixed by authority of a resolution)
of the club in the presence of:)

 President

 Vice President

 Secretary

2007

**TOWN OF NARROGIN and
SHIRE OF NARROGIN**

AND

NARROGIN GLIDING CLUB (INC.)

DEED OF VARIATION OF LEASE

**WL & KJ Everett
Barristers and Solicitors
4 Fortune Street
NARROGIN WA 6312
Tele: (08) 9881 1600
Our Ref: shirengn10.doc JLK**

THIS AGREEMENT is made the 30TH day of NOVEMBER Two thousand and seven

B E T W E E N:

Town of Narrogin and Shire of Narrogin both of Narrogin in the State of Western Australia, ("the Lessor") of the one part

A N D

Narrogin Gliding Club (Inc) of Post Office Box 232 Narrogin , Western Australia ("the Lessee") of the other part.

WHEREAS:

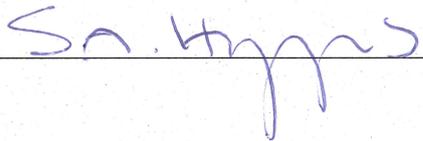
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The Common Seal of)
Town of Narrogin was hereunto)
affixed by authority of a resolution)
of the Council in the presence of:)

 Mayor

 Chief Executive Officer

The Common Seal of)
Shire of Narrogin was hereunto)
affixed by authority of a resolution)
of the Council in the presence of:)

 Shire President

 Chief Executive Officer

The Common Seal of)
Narrogin Gliding Club (Inc) was hereunto)
affixed by authority of a resolution)
of the club in the presence of:)

 President

 Vice President

 Secretary

4.4 AIRPORT RATES

Attachment 1 Correspondence from Narrogin Flying Club
Attachment 2 Correspondence from Narrogin Gliding Club

Mr Doug Harrington enquired whether separate rates could be issued to the Narrogin Gliding and Flying Clubs.

As there are individual leases for different sections of the property separate valuations will be obtained for each lease.

Currently the Shire issues a single rate notice to the Narrogin Flying Club Inc. with outstanding rates as at 14 September 2018 being \$2864.73, being 3 years of outstanding rates.

Rates levied for 2018/19 were \$853.71.

The Shire has recently received letters from both the Narrogin Flying Club and the Narrogin Gliding Club (Attachments 1 and 2).

EMCCS advised that if the two clubs were to be rated individually they would each have to pay the minimum rate which is at present \$743. By only sending out the one lot of rates to be calculated between themselves they are saving a considerable amount of money.

The clubs would need to seek Council approval to be granted a waiver or concession for the payment of rates.

EMCCS also advised that the value of the rates could be included in the new lease agreements.

NARROGIN FLYING CLUB INC
PO Box 79
NARROGIN WA 6312

COPY

23.08.2018

Chief Executive Officer
Shire Of NARROGIN
PO Box 1145
NARROGIN WA 6312

Shire of Narrogin RECEIVED	
Directed to	<u>Toni / Nicole</u>
28 AUG 2018	
Ref No	<u>IFM1815081</u>
Property File	<u>A391</u>
Subject File	_____
Ref	_____

Dear Sir

Reference Rate assessment No A391 of 01.08.2018

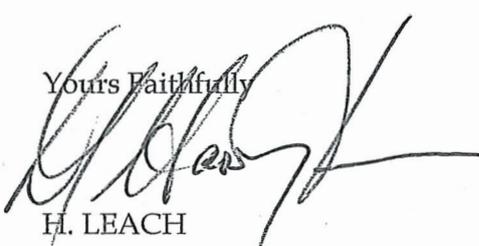
The above notice pertains to two addresses being 2194 and 2202 Clayton Road MINIGIN.

The Narrogin Flying Club is the lessee of the area prescribed in the current Lease agreement between the club and the Shire of Narrogin. This area is posted as 2202 Clayton Road.

It is requested that a Rate Notice for the area as prescribed in the lease be determined

And forwarded to the club for payment.

Yours Faithfully


H. LEACH

 (President Narrogin Flying Club)

COPY



Narrogin Gliding Club Inc
 PO Box 232
 Narrogin WA 6312
 23/8/2018

The Rates Officer
 Shire of Narrogin
 PO Box 1145
 Narrogin WA 6312
 Re Assessment Number A391
 2194-2202 Clayton Road Minigin

Shire of Narrogin RECEIVED	
Directed to	Toni/Nicole
28 AUG 2018	
Ref No	IFM1815083
Property File	A391
Subject File	
Ref	

Dear Sir/Madam

The above Assessment Number A391 Rates Notice has been issued by the Shire of Narrogin in the name of Narrogin Flying Club.

The Narrogin Flying Club have advised us that this Rates Notice covers the Narrogin Gliding Club also. Our representative on the Narrogin Airfield committee Doug Harrington who is a member of both clubs has made enquiries to your Rates Officer and has been informed that this is correct.

We have occupied our leased area since 1964 and this is the first and only time that we have been issued with a Rates notice.

We are a registered not for profit organisation and do not generate income from the land we occupy.

We totally maintain this leased area and provide our own rubbish collection bins and waste removal, Water supply, Sewerage system, Power and electricity, Fire prevention and insurances.

The only services that are provided by the Shire are the roads and road works and maintenance which would have to be undertaken for access to the airfield and airfield maintenance for anyone using the airfield which includes the Royal Flying Doctor Service. So why are we charged rates?

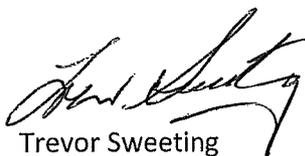
We would require a separate Rates Notice to the one issued to the Narrogin Flying Club to pay our portion of the Rates if this can be justified. Our information informs us that our leased area is 1.5756 ha.

The Rates Notice A391 has an UV rural value of \$143,000. This must be the whole of the airfield including runways?

We notice that arrears plus interest has also been charged on A391. Neither the Flying Club or the Gliding Club has been in receipt of previous Rates Notices. I am a committee member of both clubs and am privy to this information.

Please advise us as soon as possible say within 14 days how this Rate Notice was arrived at and if applicable when we can receive a separate notice.

Yours Sincerely



Trevor Sweeting

President

The Narrogin Gliding Club

5 GENERAL BUSINESS

The Narrogin Gliding Club and the Narrogin Flying Club have been requested to write letters of support for a Shire application for funding through the Regional Airport Development Scheme to seal the area near the new water tank. Their representatives indicated that they had received that request and would be more than happy to write letters of support.

Shire President mentioned that there is to be some water bomber reloading training, on Saturday 3 November at 11:30 am at the Airport. Representatives of the clubs advised that they were not aware of this occurring.

6 CLOSURE OF MEETING

There being no further business to discuss, the Presiding Member declared the meeting closed at 7:09 pm.