



POLICY – LEASE OF LAND FOR AERODROME HANGARS

Objective

This policy addresses Council's approach towards the leasing of an area upon which to erect buildings at the Narromine Aerodrome, and leasing of existing buildings.

POLICY

1. Council will consider applications for lease of existing buildings and areas to enable the establishment of hangars, repair workshops, storage sheds and the like at the Narromine Aerodrome.
2. A suitable site for a new building to be selected in accordance with Council's Aerodrome Strategic Plan.
3. The General Manager or their nominated representative is authorised to negotiate a suitable lease term on the basis of industry practice and in accordance with the Aerodrome Strategic & Master Plan.
4. The General Manager or their nominated representative be authorised to negotiate a suitable rental, with CPI increases adjusted annually and reported to Council for adoption.
5. Leases/licences are to be granted on a commercial basis, with the rental amount approved by Council. Rental shall be adjusted annually in line with Consumer Price Index, and reviewed to market every time a lease option is requested.
6. Notwithstanding anything contained in Clause 5, if a new business wishes to operate from Narromine Aerodrome, Council will consider, at its absolute discretion, applications for a flexible rental payment schedule with a lower commencing rental and higher rental in the final years of the lease period to assist the new business to become established. Such flexible rental to be negotiated between the parties and approved by Council.
7. Council may, at its absolute discretion, provide hangar space free of charge to recognised groups with historic aircraft, for example, but not limited to, the Narromine Aviation Museum Inc. and the Mosquito Restoration Project.
8. This policy is to be applied to all leases/licenses at the Narromine Aerodrome.
9. Applicants for leases/licenses are required to obtain development consent where necessary for any development proposed on the proposed lease area before finalising the lease with Council.
10. The lessee/licensee is required to hold a current Public Liability Insurance cover of a minimum \$20 million, which specifically indemnifies the interest of Narromine Shire Council against any damage that may arise out of the conduct of the activity proposed. Such cover to be varied at the discretion of Council and the lessee/licensee to provide proof annually of renewals.

11. That the following clause be inserted into all leases/licences. "The lessor/licensor reserves the right to utilise from time to time the Aerodrome for special events, including, but not necessarily limited to, air shows, trade shows and the like and the lessee/licensee acknowledges and agrees that the lessor/licensor at its sole and absolute discretion may limit the hours of conduct of the lessees/licensee's business during such events or exclude the lessees/licensee's right to conduct its business during such events."
12. That the applicant pays all legal costs associated with the preparation and execution of the lease/license documents. Where a lessee/licensee leases part of a Council owned hangar, the lessee/licensee must keep aircraft within their portion of the hangar and must not allow any overhang of any part of an aircraft into any other portion of the hangar not leased by them. The hangar is only to be used for aviation-related purposes or such other purposes as are approved by the licensor.
13. All statutory outgoings such as rates, water, electricity, telephone and sewer (where appropriate) are the responsibility of the lessee/licensee.
14. It is the lessee's/licensee's responsibility to ensure that all activities are conducted in accordance with current legislation, statutory requirements and industry standards that include but are not limited to the Civil Aviation Safety Authority (CASA) Act, Regulations, Rules, Advisory Publications (CAAP's), Manual of Operating Standards (MOS), Aeronautical Information Publication (AIP) and Narromine Aerodrome Manual as amended from time to time.
15. Aerodrome Airside Conditions of Use —to be complied with including:
 - i. Aerodrome Local Rules and Regulations;
 - ii. Narromine Aerodrome Authorised Vehicle Policy
 - iii. No unrestrained animals allowed on aerodrome and on landside must be on a leash.
16. All conditions of the lease/licence must be complied with. Any breach may result in the termination of the lease/licence.
17. Access by motor vehicle — The licensee will not use the Airport Movement area or the surrounding areas within the confined area of the Narromine Airport, except for the primary purpose of transferring fuel, tools, parts and aircraft to and from the hangar and they must comply with the authorised vehicle policy. Private motor vehicles are not permitted to enter the Aerodrome Movement area.
18. Landside access must be provided to all new hangars (personal access door and roller door) to avoid the need for vehicles or pedestrians on the movement area.
19. Signage — The licensee shall not erect any signage not approved by the licensor.

20. Right of Operation — Aircraft owners occupying the hangar shall not be restricted from utilising the airport movement or manoeuvring area, including runways, taxiways and operational facilities for the term, provided always that use of those facilities is conducted in accordance with current legislation, statutory requirements and industry standards that include but are not limited to the Civil Aviation Safety Authority (CASA) Act, Regulations, Rules, Advisory Publications (CAAP's), Manual of Operating Standards (MOS), Aeronautical Information Publication (AIP) and Narromine Aerodrome Manual as amended from time to time.
21. The hangar, if privately owned, will remain the property of the licensee. The licensee may remove the hangar at any time.

Version No.	Adopted by Council	Review Period
<i>No. 1.0</i>	<i>21 July, 2009 – Resolution No. 2009/262</i>	
<i>No. 2.0</i>	<i>13 December, 2017- Resolution No. 2017/360</i>	<i>4 Years</i>