



# **MATAMATA AERODROME RESERVE MANAGEMENT PLAN**

**2010**

**Adopted by Council 10 November 2010**



## CONTENTS

<b>Executive Summary</b>	<b>4</b>
<b>Role and Status of the Management Plan</b>	<b>5</b>
Reserves Act 1977 and Management Plans	5
Other Relevant Legislation	6
<b>Description of Aerodrome and Activities</b>	<b>8</b>
Location and Setting	8
Legal Description and Classification	8
Property Details	10
History of Aerodrome	13
Current Aviation Activities	15
Users' Group Committee	15
Runways and Operational Features	16
Service and Ancillary Features	17
<b>Objectives and Policies</b>	<b>21</b>
1. Purpose of Aerodrome	21
2. Funding and User Charges	22
3. Governance	23
4. Aviation Operations	24
5. Runway Maintenance	25
6. Future Development	26
7. Relationship with Ngati Haua	28
<b>Appendix 1</b>	
Agreement for Ground lease under and subject to the provisions of the Airport Authorities Act 1966	
<b>Appendix 2</b>	
Licensees For the use of Matamata Aerodrome and Facilities only	
<b>Appendix 3</b>	
Contract: Matamata Airfield Grass Maintenance	
<b>Appendix 4</b>	
Memorandum of Understanding	

## Executive Summary

Matamata Aerodrome is a landmark asset for Matamata Piako District, characterised by expansive grass runways, a low-key rural setting and the backdrop of the Kaimai Ranges. Its principle purpose is providing for a wide range of recreational aviation activities. In particular it is recognised as one of the best gliding airfields in New Zealand. It hosts regional and national recreational aviation events, and is the venue each January for the iconic Walsh Memorial Scout Flying School.

This Management Plan, prepared in accordance with the Reserves Act 1977, sets out the objectives and policies for management and development of the aerodrome:

- Section 1 describes the role and status of the Management Plan;
- Section 2 describes the aerodrome and its aviation activities;
- Section 3 sets out the objectives and policies by which it will be managed and developed.

In summary the Management Plan provides for the following:

- The principle purpose of the aerodrome is recreational aviation. Commercial aviation may be accommodated only to the extent that it supports and does not detract from recreational aviation.
- Funding for management and maintenance is to be provided for by user charges to be set in a transparent and equitable manner between different user groups, and reviewed annually. User charges may be offset by other income generated from the aerodrome (such as special events, grass cropping, and commercial concessions) only to the extent that such income generation does not unreasonably detract from the principle purpose of the aerodrome.
- Council has ultimate responsibility for governance. The council, in consultation with the Users' Group Committee, has delegated responsibility for establishing safe operating procedures in accordance with Civil Aviation Authority provisions, ensuring that procedures amongst users are adhered to, and coordinating use of the aerodrome by different user groups in a spirit of cooperation. The Committee also has an advisory role on the management of the aerodrome, with Council having responsibility of reviewing and setting user charges annually.
- A long term development plan is included in the Management Plan to guide development. It includes short term rationalisation of activities in the current service area near SH27, and long term expansion plans for the 'Apex Triangle'.
- As tangata whenua and neighbours, Ngati Haua should be actively engaged in matters concerning the development of the aerodrome.

## Role and Status of the Management Plan

### *Reserves Act 1977*

The Reserves Act 1977 requires Council to prepare a Management Plan and manage the reserve in accordance with it.

## RESERVE MANAGEMENT PLANNING PROCESS

The following table summarises sections 4.1 of the Reserves Act (1977) – Management Plans, and the process used to develop this management plan.

Reserves Act Obligation	Public Consultation	Description of Activity	Phase
Section 41 (5)	Optional	Council notifies the public that it is preparing a management plan and calls for submissions (1 month)	Management Planning
Section 41 (5)c		Public submissions are received and incorporated into a draft management plan	
Section 41 (6) a-c	Mandatory	A draft management plan is made available to the public for further comment (2 months)	
Section 41 (6) d		The draft management plan is edited to incorporate input from public submissions	
Section 41 (6) d		The final document is presented to Council for adoption	
Section 41 (6) e		Council adopts management plan and forwards to the Department of Conservation for Minister's approval	Implementation
Section 41		All policies come into effect and are enforceable by Council	
Section 41 (4)		The management plan is continually monitored and reviewed	

## **Other Relevant Legislation**

The Reserves Act 1977 covers use and development within the reserve itself, but other relevant legislation covering activities on the site include the following:

### **Resource Management Act 1991**

While the Reserves Act 1977 covers the use and development within the reserve itself, the Resource Management Act 1991 has a broader scope: It provides the framework for all activities in a wider context, including the effects of activities on the surrounding environment.

The purpose of this Act is to promote the sustainable management of natural and physical resources.

In this Act, sustainable management means managing the use, development, and protection of natural and physical resources in a way, or at a rate, which enables people and communities to provide for their social, economic, and cultural well-being and for their health and safety while—

- (a) sustaining the potential of natural and physical resources (excluding minerals) to meet the reasonably foreseeable needs of future generations; and
- (b) safeguarding the life-supporting capacity of air, water, soil, and ecosystems; and
- (c) avoiding, remedying, or mitigating any adverse effects of activities on the environment.

A hierarchy of policy statements and plans is prepared under the Resource Management Act 1991. Those relevant in this instance are:

- Matamata Piako Operative District Plan 2005:
  - Which sets out objectives, policies and rules relating to land use. For instance District Plan provisions relating to signage, access and parking, building etc., will apply to activities carried out on the aerodrome.
- Environment Waikato Regional Policy Statement 2000:
  - The purpose of a regional policy statement is to achieve the purpose of the Act by providing an overview of the resource management issues of the region and policies and methods to achieve integrated management of the natural and physical resources of the whole region.
- Waikato Regional Plan 2007
  - To provide direction regarding the use, development and protection of natural and physical resources in the Waikato Region.

## **Local Government Act 2002**

The Local Government Act 2002 requires Councils to prepare strategies and funding budgets for assets such as reserves as part of Long Term Plans (LTP) and Annual Plans. The Act requires Councils to be transparent in their funding of maintenance and development of reserves.

## **Civil Aviation Act 1990**

The Civil Aviation Act 1990 contains information about standards, practices and procedures relevant to the operation of an aerodrome. Its purpose includes controlling aeronautical activity, particularly in relation to safety. Most relevant to the Matamata Aerodrome is Part 139: Aerodromes Certification, Operation and Use.

## **Health and Safety in Employment Act 1992**

To promote the prevention of harm to all people at work, and others in, or in the vicinity of, places of work. MPDC's Health and Safety policy is another important document created to assist with meeting all Health and Safety requirements.

## Description of Aerodrome and Activities

### Location and Setting

Matamata (Waharoa) Aerodrome is adjacent to State Highway 27<sup>1</sup> some 9km north of Matamata and just over 3km north of Waharoa.

Ngati Haua's Raungaiti Marae and the associated small settlement of Raungaiti abut the aerodrome's south-eastern boundary.

The aerodrome has a rural setting: It is located on the plains with a dramatic backdrop of the Kaimai Ranges. The surrounding lands are intensively farmed, mostly for dairying or feed crops, with hedgerows and characteristic remnant Kahikatea and Totara stands.



**Photo 1:** Intensively farmed plains, stand of *Kahikatea*, backdrop of Kaimai Ranges

<sup>1</sup> It is also near the East Coast Main Trunk Railway

## Legal Description and Reserve Classification

The site has a total area of just over 58ha. It is in ten individual land parcels, ownership being divided between the Crown and Matamata-Piako District Council (MPDC). The Council is responsible for administering the aerodrome including the Crown land.

Approximately 80% of the site is gazetted as a reserve ('Local Purpose' classification for the purpose of 'aerodrome and ancillary services) under the Reserves Act 1977. The remaining land is either owned in fee simple by MPDC (but not classified as a reserve) or is Crown land administered by the MPDC.

The whole site is designated for 'Aerodrome purposes' under the District Plan, with an underlying rural zoning.

Note: The policies contained within this document only apply to the land parcels owned by MPDC. Crown owned land is excluded from the scope of this plan.

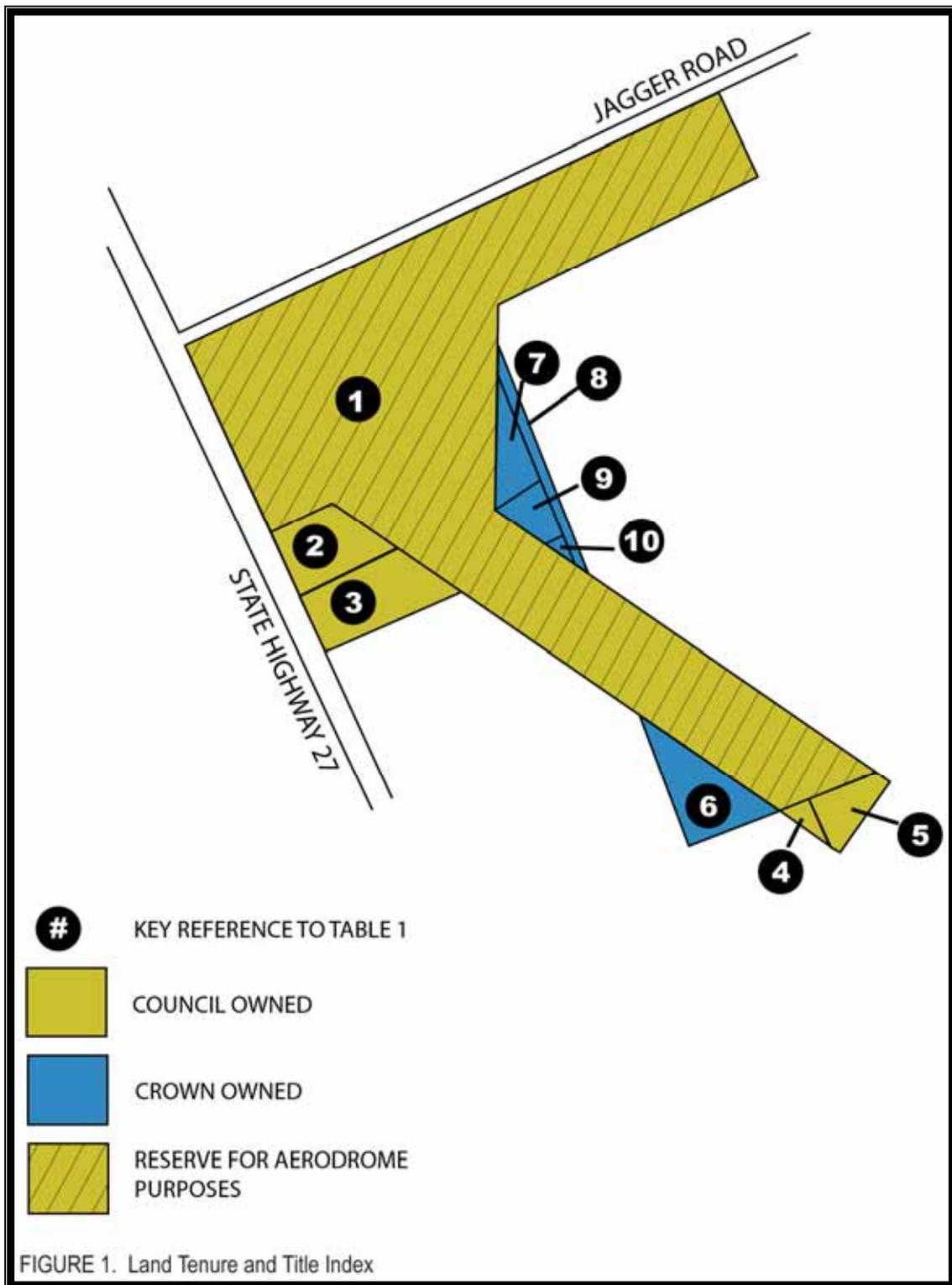


Photo 2: Aviation activities at the aerodrome

## PROPERTY DETAILS

(Illustrated in figures 1 and 2)

KEY	LEGAL DESCRIPTION	CERTIFICATE OF TITLE YEAR/NO.	OWNERSHIP	AREA (Ha)	RESERVE STATUS
1	SEC 72 BLK XIII WAIRERE SD	1978:  23C/1294	Matamata Piako District Council (fee simple)	46.8474	Local purpose Reserve: for aerodrome NZ Gaz 1966 341
2	E ML 17454	1969:10C/459	Matamata Piako District Council. (taken for aerodrome NZ Gaz 1953 p. 995)	2.1995	Fee Simple (not classified as reserve)
3	F ML 17454	1969: 10C/459	Matamata Piako District Council. (taken for aerodrome NZ Gaz 1953 p.995)	2.75595	Fee Simple (not classified as reserve)
4	PT LOT1 DP 29064	2001: 20651	Matamata Piako District Council. (taken for aerodrome NZ Gaz 1968 136)	0.3629	Fee Simple (not classified as reserve)
5	PT SEC 71 BLK XIII WAIRERE SD	2001: 20651	Matamata Piako District Council. (taken for aerodrome NZ Gaz 1968 136)	0.971	Fee Simple (not classified as reserve)
6	PT MBLK G2 MATAMATA NORTH	NIL	Crown Land	2.4351	CROWN OWNED LAND – EXCLUDED FROM THE SCOPE OF THIS RESERVE MANAGEMENT PLAN
7	PT MBLK 2G1 MATAMATA NORTH	NIL	Crown Land NZ Gaz 1965 p.1556. Taken for aerodrome NZ Gaz 1953 p. 995	1.2050	
8	PT MBLK 1B (ROADWAY) MATAMATA NORTH	NIL	Crown Land NZ Gaz 1965 P.1556. Taken for aerodrome NZ Gaz 1953 p.995	0.4178	
9	PT MBLK 2G2 MATAMATA NORTH	NIL	Crown Land NZ Gaz 1965 p.1556. Taken for aerodrome NZ Gaz 1953 p.995	0.7689	
10	PT MBLK 2H2 MATAMATA NORTH	NIL	Crown Land NZ Gaz 965 .P1556. Taken for aerodrome NZ Gaz 1953 p.995	0.0726	
	<b>TOTAL</b> (excluding Crown Owned Land)			53.1368	



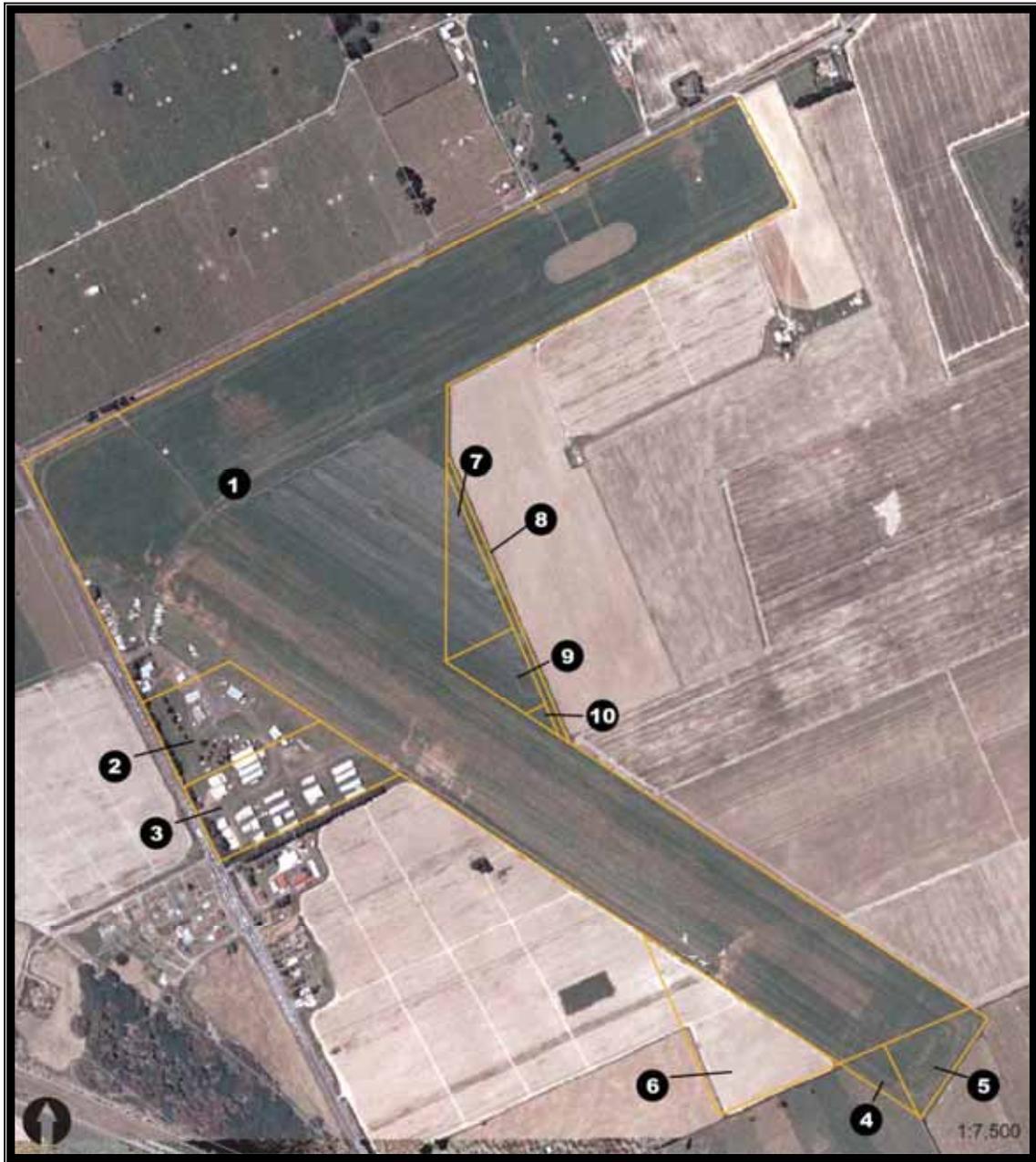


Figure 2 Aerial Photo showing property key to table

## History of Aerodrome

Matamata Aerodrome was first established in 1942 by the Royal New Zealand Air Force (RNZAF) as a wartime airfield (RNZAF Station Waharoa).<sup>2</sup> Expansive reinforced grass runways were constructed in order to take heavy bombers. However it was built as a reserve airfield for use only in an emergency, such as other airfields being put out of action, and only a very small skeleton-staff was ever based there.<sup>3</sup>

The land tenure history was researched by D. Reid and R. Britton in preparing a Matamata Aerodrome Draft Management Plan, February 2000, for the Matamata Piako District Council, and is reproduced below:<sup>4</sup>

*“Land was first obtained for an aerodrome in June 1942, as a wartime measure. Several blocks of land were involved:*

(a)

*One block of land, 84 acres or 17 perches, being Lot DP 29064, was purchased from Mr. Wright, but when a decision was made after the war to retain the Waharoa Aerodrome as a civil airfield, and only reduced airfields were required, this block was surplus to requirements. It was subdivided and used mainly as part settlement of compensation for Maori owners, and the residue was declared surplus and disposed of by Lands and Survey.*

(b)

*Other blocks involved were Maori land as depicted on SO 34532. These blocks were not acquired in 1942 as it was not sure what the ultimate purpose of the aerodrome was to be. As a result of negotiations between the Maori owners and their solicitors, Land Purchase Officers of the Ministry of Works, the District Valuer, Officers of the Department of Maori Affairs and a Judge of the Maori Land Court, it was decided that rental for the use of the land be paid to owners of all the blocks except those of Matamata North 1A Block, where alternative grazing was arranged in lieu.”*

*After the war, when a decision was made to retain the land as a civil airfield, a Notice of Intention to take the Maori land was published in the NZ Gazette 1951, p.913 and the land, a total of 115 acres, 3 rood, 2.1 perches was subsequently taken under the Public Works Act (NZ Gazette 1951, p.1518). Severances totaling 12 acres, 17r, 1p were taken (NZ Gazette 1953, p.995) “for the use, convenience or enjoyment of an aerodrome.” (All these transactions may be traced from the copy of SO 34532 and Gazette references.)*

*Sittings of the Maori Land Court at Ngaruawahia on 23 March and 2 June confirmed compensation arrangements which had been negotiated by mutual agreement and which included all costs, interest, and the vesting of the land as part compensation, and also made partition orders and issued new appellations for the blocks affected. These are shown on the portion of block sheet for Wairere Survey District, Block XIII. Compensation payments were made either to the Maori Trustee or the owners’ Solicitors’ Trust accounts on 3 and 10 June 1954.*

<sup>2</sup> RNZAF Stations, Waikato BOP Region, [www.cambridgeairforce.org.nz](http://www.cambridgeairforce.org.nz), retrieved 4 November 2008

<sup>3</sup> Ibid.

<sup>4</sup> D. Reid and R. Britton, April 1999, ‘Matamata Aerodrome Draft Management Plan February 2000’ (for MPDC)

*However the two areas of land taken 'for the use, convenience or enjoyment of an aerodrome' and which were vested in the owners of Matamata North A Block (6a Or 14.3p) and Matamata North G2 and H Blocks (6a Or 2.8p) are still shown as such, and have been excluded from the Maori titles. The matter was discussed with the legal section of the Ministry of Works and Development, and the Registrar of the Maori Land Court, Hamilton and steps were taken to ensure that the necessary corrections were made (It is unclear if this matter was finalized legally).*

*On 6 July 1965 a deed was signed by the Piako County Council and the minister of Civil Aviation, whereby the County took over control of the Aerodrome. This area of 115a 3r 2.1p was declared Crown Land (NZ Gazette 1965 p.1556) and was later set apart as a reserve for Aerodrome purposes by the Minister of Lands and vested in the Chairman, Councilors and Inhabitants of Piako County (NZ Gazette 1965, p.2003). Further acquisitions of land were made by the Piako County Council: 12 acres 0.6 perches, being Matamata North E and F Blocks (NZ Gazette 1965, p.2003) and 3 acres 1r 7.4p (NZ Gazette 1968, p.136), presumably to extend the runway. Compensation for these latter transactions was made by the County.<sup>5</sup>*

*Commercial flights started in 1960 but ceased in 1962 due to insufficient passenger numbers. Although the aerodrome was still used as an alternative to Hamilton when needed for some years with James aviation flying chartered flights on occasion. The first flights were in 1960 for SPANZ flights and ZK.BYD landed on the 11<sup>th</sup> of December 1960. Terminal facilities were owned by the Piako Aero club and shared with the Piako Gliding club. These facilities were very basic for the 150 passengers boarding or disembarking there on north and south bound flights in the first five weeks of operations.<sup>6</sup>*

*The last scheduled service was ZK>BYD on the 10<sup>th</sup> of February 1962*

## **Development of Recreational Use**

In the decades following WWII the airfield attracted a range of recreational aviation users. In particular it developed a national reputation for gliding because of the soaring conditions provided by a combination of inland thermals and the windward escarpment of the Kaimai Ranges. Other qualities that have promoted its recreational use include the expansive size of the runways, their all-weather reinforced grass surface, relatively unrestricted airspace, central North Island location, and the amenity of the rural setting.

The fortunes of different clubs have ebbed and flowed over the years: Gliding has remained the predominant 'signature' use. In recent years traditional light powered-aircraft use has declined, but has been replaced by growth in 'micro-light' and 'sport' aircraft. Likewise there has been significant growth in model and miniature aircraft. Parachuting remains another recreational use.

<sup>5</sup> Ibid, p.5-7

<sup>6</sup> P. Layne and R Waugh, SPANZ South Pacific Airlines of New Zealand and their DC-3 Viewmasters

## Current Aviation Activities

The airfield is best described as a community aerodrome, used mainly by recreational aviation clubs, including gliding, light powered aircraft, micro-light aircraft and sports aircraft, model and miniature aircraft, skydiving/parachuting and parachuting.

Cross country power planes / pilots from other areas also use the aerodrome for refueling.

### **Walsh Memorial Scout Flying School and Other Events**

One of the iconic events associated with the aerodrome is the Walsh Memorial Scout Flying School. This was established in 1967<sup>6</sup> by local Scout Commissioner George Arkley. The school runs for two weeks during January. It currently takes approximately 65 students from throughout New Zealand who learn to fly during a two week intensive camp using approximately 16 planes and 23 volunteer instructors.

A number of other events are held at the aerodrome. National gliding championships are held every two years, and a number of other regional gliding events are held. National skydiving events have been held at the aerodrome, and it is regularly used for regional or North Island meetings of model and miniature aircraft operators. The aerodrome has also been used for occasional 'one-off' events by the Royal New Zealand Air Force and other groups.

<sup>6</sup> Originally as the Venturer Flying School, subsequently renamed after the Walsh Brothers, pioneering aviators who ran a flying school from Mission Bay in Auckland.

### **Commercial Aviation**

While most use is recreational, there is some limited commercial activity associated with the aviation clubs, such as flying schools, 'trial' flights, tandem skydiving, and also some agricultural air-work.

### **Users' Group Committee**

A Users' Group Committee operates in conjunction with the Council to ensure the safe and coordinated operation of the airfield, and to provide advice on general management of the aerodrome. The constitution of the Users' Group is attached as Appendix 4.

The Users' Group Committee currently includes representatives from the following clubs or bodies:

- Piako Gliding Club,
- Matamata Soaring Centre,
- Matamata Aero club,

- Sport Aircraft Group,
- Skydive Waikato,
- Matamata Piako Model Aero Club
- MPDC Council Member
- MPDC Staff Member

## Runways and Operational Features

Matamata Aerodrome comprises two active grass runways. The principle runway (Runway 1) (10-28) is 1089m x 137m wide and is orientated in a 10-28 (right hand) direction. The secondary runway (runway 2) (04-22) is 850m x 91m and is orientated in a 04-22 (left hand) direction. Both runways have good bases and drainage capable of accommodating a range of aircraft and suitable for wet-ground landing. Runway 1 in particular is noteworthy for its length and width. During the Walsh Memorial Scout Flying School, for instance, the runway is divided into three parallel runways. During normal operations the width of the runway enables glider operations to occur on the east (or north) side of the runway, and gliding aircraft to use the west unless winching whereby it operates from the east side of the runway.

Model and miniature airplanes usually operate from an area on Runway 04-22, although when Runway 04-22 is in general operation the model and miniature airplanes relocate to Runway 10-28. Parachuting drop zones are located in accordance with the current parachuting operational manual.

Navigational aids include three windsocks, one located at the internal junction of both runways and the other located at the east end of Runway 04-22 and the eastern end of runway 10-28. There are no formal lights or night flying facilities although it is possible to utilise manual night flying lights if necessary.

White crosses are used to indicate closed runways and gliding and parachuting operations are indicated by ground flags.

There is an Air Traffic Information System installed for the recording of flight landings and takeoffs. This consists of three camera all linked to a Computer hard drive.

One camera is focused on the Runway, one on the fuel pumps and one on the driveway.

This records all traffic data for analysis and subsequent user charges being invoiced.

**See Figure 3** for a plan depicting the existing features.

## Service Area and Ancillary Features

The current service area is situated within the triangular area between Runway 10-28 and SH27 and contains the following elements:

Aviation fuel supplies are stored in underground tanks with 50,000 litre capacity near the Skydive Waikato clubrooms, adjacent to Runway 10-28. The pump is operated by electronic swipe card.



**Photo 3: Aviation Fuel pumps and tanks site**

There are privately owned permanent clubroom buildings as follows:

- Matamata Aero Club,
- Matamata Soaring Centre,
- Skydive Waikato.
- Middle Earth Flying School
- Model Aircraft Storage Base

Each club is responsible for the maintenance of their facilities, including signage, at the entranceway to the field. The Model Aero Club uses a shipping container as a clubroom, located on the northern boundary of Runway 04-22 accessed from Jagger Road. Peter Ryans place and the new building by the aero club are not owed by the council.

There are **24 existing hangars** and two proposed hangars. Hangars are privately owned and maintained, the owners paying Council a ground rental. Approximately 50% of the hangars are used to store gliders. Older hangars

have a half-round roofline which contributes to the traditional character of the aerodrome.



**Photo 4:** Matamata Soaring Centre Clubhouse

There is a small playground adjacent to the Matamata Soaring Centre Clubhouse and is a council owned and maintained facility.



**Photo 5:** Traditional half-round hangars and recent gabled hangars

**Visitor accommodation** is provided by means of a bunk room (Owned by the Matamata Soaring Centre, a body with a membership involving eight North Island Gliding Clubs) and camping grounds. A kitchen/ablution block is also located on site.



**Photo 6** Matamata Soaring Centre Accommodation Block

The bunkrooms and Camping ground operate to capacity during gliding contests (two to three per year).

The camping ground includes non-powered sites and power sites suitable for tents, campervans or caravans. The camping ground operates well below capacity for most of the year. However it is used to capacity during the Walsh Memorial Scout Flying School which occupies the aerodrome for a fortnight in January.

The kitchen/ ablution block are basic, sound, adequate and easily maintained.



**Photo 7:** Ablution and Kitchen Block

There is a **caretaker's house** adjacent to the entrance from SH27. The caretaker oversees general maintenance and security of the aerodrome. There are implement sheds adjacent to the caretakers house and a pump

room also owned by the council.



**Photo 8:** Caretakers house



**Photos 9 and 10** Implement Shed and Pump Shed

The **main entrance** is from State Highway 27. In recent years the safety of this entrance has been improved by provision of a deceleration lane for south-bound traffic and a right turn bay for north-bound traffic.

A sealed driveway connects clubrooms, camping ground, and the hanger area. There is an unmarked sealed carpark in front of the Soaring Clubrooms. Informal parking also occurs on grass adjacent to club houses. There are two low key **secondary entrances** off Jagger Road, which runs parallel to Runway 2, one of which provides access to the Model Aero club area. Secondary entrances are required for safety reasons.

## Objectives and Policies

1. Purpose of the Aerodrome
2. Funding
3. Maintenance Standards of the Runway
4. Operations
5. Governance (the roles of Council and Users' Group Committee)
6. Future Development Plans
7. Relationship with Ngati Haua.

### 1. PURPOSE OF AERODROME

#### Objectives

1. Promotion of recreational aviation as the principle purpose of Matamata Aerodrome.
2. Promotion and accommodation of all recreation aviation
3. Specific promotion of those signature activities that set Matamata Aerodrome apart as a centre of excellence, including gliding and the Walsh Memorial Scout Flying School.
4. Accommodation of commercial aviation activities, providing they are compatible to recreational aviation and do not compromise the safety of existing operations.

#### Policies

- 1.1** Pro-actively develop, manage and promote the aerodrome to improve its use and amenity for recreation aviation: This should include, but not be limited to, the following:

- Accommodate all forms of recreational aviation on the aerodrome as far as practicable.
- Recognise and promote the significance of the aerodrome as the leading North Island air field for gliding.
- Support and promote the use of the aerodrome as the venue for special aviation events, particularly the Walsh Memorial Scout Flying School.
- Respond to changing patterns of recreational aviation by actively providing sites for new uses, and encourage sharing of facilities for activities with declining use.

- 1.2** Commercial aviation should be compatible to recreational aviation. Assess any proposals for commercial aviation against the following criteria:

- Extent to which the activity will financially support the aerodrome's principle purpose of recreational aviation.
- Extent to which the activity complements recreational activities: for instance maintenance or construction of recreational aircraft; flying training; introductory flights or skydiving.

- Extent to which the activity will avoid operational conflict with recreational aviation. Priority will be given to activities that operate at periods outside those used for recreation.
- Availability of space for non-operational facilities, priority being given to recreational uses. Building and ancillary construction should be in accordance with the long term development plan.

Decisions on permitted activities within the designated 'Commercial Area' (see figure 4) will be made as applications are received. 'Commercial activities' are classified as activities where the primary emphasis is on making a profit.

## 2. FUNDING AND USER CHARGES

### Objectives

- 2A. Funding of the management and maintenance of the aerodrome is from, proportional rates allocation from council, user charges and such other income that can be generated from the aerodrome.
- 2B. Transparent planning and funding for capital development of the aerodrome through the Long Term Plan (LTP) and Annual Plan processes.

### Policies

- 2.1 Management and maintenance of the aerodrome should be met by users through user charges and other income that can be generated from the aerodrome.
- Appropriate crop harvest
  - Hanger ground leases
  - Landing fees
  - Camp ground fees
  - Event fees
  - Club room ground lease
- 2.2 User charges and fees are set in line with market rates and fairness, depending on the type of activity. Revenue is collected from users in order to help meet the cost of managing and maintaining the aerodrome. This is to minimise rates funded input and to ensure affordability by user groups.
- 2.3 Apply the following guidelines for calculating user fees for activities undertaken by user groups at the aerodrome:
1. Private occupation by a person or persons shall be charged at a commercial rate for the use of land i.e. hangar leases.

2. Any club associated with aviation (non commercial) utilising a clubroom will pay a rental similar to those paid by other clubs using clubrooms on MPDC reserves.
  3. Landing fees will be paid in addition to the above, as per Council's Fees and Charges.
  4. Commercial rates will be charged for users operating commercial activities.
- 2.4 Review charges annually in accordance with the Council Annual Plan so that the aerodrome's budget can be met.
- 2.5 Council is responsible for approving capital and renewal works, but will consult with the users' group during the planning stage.



**Photo 11:** Matamata Aero Club Rooms

### 3. GOVERNANCE

#### **Objectives**

- 3A That Council's governance role and the Users' Group Committee's and advisory roles are clear and distinct.
- 3B Coordination of aviation activities in a way that maximises the aerodrome's use and enjoyment for all users.

#### **Policies**

- 3.1 The Council's governance role is separate to that of the Users' Committee. Council has ultimate responsibility to manage the aerodrome under its legislative responsibilities under CAA in a way that promotes the principle purpose of recreational aviation, in a manner that is safe and equitable to all users and to other ratepayers of the District.
- 3.2 In terms of aviation activities on the airfield, primary responsibility for operational rules and procedures rests with each separate operating body.
- 3.3 The Users' Group Committee's role is to advise the Council on management and maintenance matters. Council will make decisions on these matters taking into account such advice together with budgetary requirements and all users.

## **4. AVIATION OPERATIONS**

### **Objectives**

- 4A Compliance of aviation activities with relevant regulations
- 4B Promotion and accommodation of special events, especially aviation special events
- 4C Maintenance of the grass runways to a standard that promotes use by all recreational aviation activities taking into account the special requirements of different users.

### **Policies**

- 4.1 All operators / users on the airfield are to take responsibility for their own "Safety Operations Manual" in accordance with CAA regulations. Require all users to abide by the Safety Operations Manual, including operating rules, in addition to all other relevant aviation regulations.
- 4.2 Require all Clubs and other user groups to instruct their members on the safety and operating procedures established by their manual and any other Health and Safety instructions the Council might issue.
- 4.3 A Signage Policy is to be developed for the site, reflecting Council's current Signage Strategy and in accordance with District Plan signage requirements. As part of this process the Users' Group shall jointly agree on safety signage, and take a joint approach to future signage
- 4.4 The Users' Group Committee to establish a Memorandum of Understanding for all members. This is to be reviewed two yearly or as

new members join, to enable all members to fairly use the aerodrome in accordance with the Memorandum of Understanding.

- 4.5 Amendments are to be made to complete the draft constitution and to get it adopted by the Users' Group Committee.
- 4.6 Require the Users' Group Committee to accommodate the requirements of special events by establishing and maintaining an aerodrome calendar of events.
- 4.7 Maintain Runway 10-28 as specified in the current Grass Mowing Contract.
- 4.8 That all Glider trailers be stored in an appropriate area in a tidy manner. Glider trailers are to be located in the hangar areas or to be removed off the site.
- 4.9 Health and Safety will also be addressed by the Users' Group at Committee meetings. An incident book is onsite and must be used to record all incidents.
- 4.10 Methods to prevent vehicles from breaking the speed limit are to be investigated, with appropriate actions then being implemented.
- 4.11 Council's policy on dog access to the aerodrome will be addressed through Council's Dog Control Bylaw.
- 4.12 Council will enter into a formal agreement with the Walsh Flying School.

## **5. RUNWAY MAINTENANCE**

### **Objectives**

- 5A Offsetting costs to the aerodrome's users where possible through grass-cropping in a manner that does not unreasonably detract from the aerodrome's primary purpose.

### **Policies**

- 5.1 Undertake seasonal cropping of grass in a way that maximises financial contribution to aerodrome maintenance and minimises disruption to aviation use.
- 5.2 Consult with and seek a mutual workable decision regarding the balance between grass mowing/ harvest and user requirements.

- 5.3 Ensure Runways are mown to standards as detailed in the Grass Mowing/Harvest Contract.

## 6. FUTURE DEVELOPMENT

### Objectives

- 6A Future development is carried out in accordance with the development plan.
- 6B Matamata Aerodrome is developed in a manner that enhances its use as a recreational airfield. Promote a high quality rural amenity but give priority to aviation uses.

### Policies

- 6.1 Accommodate short-term expansion by ensuring all facilities within the existing operations area are fully utilised before such development or expansion occurs.
- 6.2 Provide for special events, including Walsh Flying School, through flexible use of the operations and service areas.
- 6.3 Encourage sharing of facilities between different clubs.
- 6.4 Plan for long term expansion of aviation servicing facilities in accordance with the long-term development plan and take into account current operations, safe access and best optimization of land space.
- 6.5 Provide for aviation fuel storage and pump.
- 6.6 All land awaiting development remains in grass.
- 6.7 Design future development in a way that maintains the character of the aerodrome. Restrict areas of paving. Maintain a sense of openness and ensure safe access. Promote consistency of hanger design and colours.
- 6.8 Ensure development complies with relevant District Plan provisions.
- 6.9 Increase the existing car park area as demand dictates.
- 6.10 Successful applicants wishing to undertake developments may be required to contribute to infrastructure set up costs.
- 6.11 Development proposals that are not allowed for under this plan may still be permitted via the resource consent process.

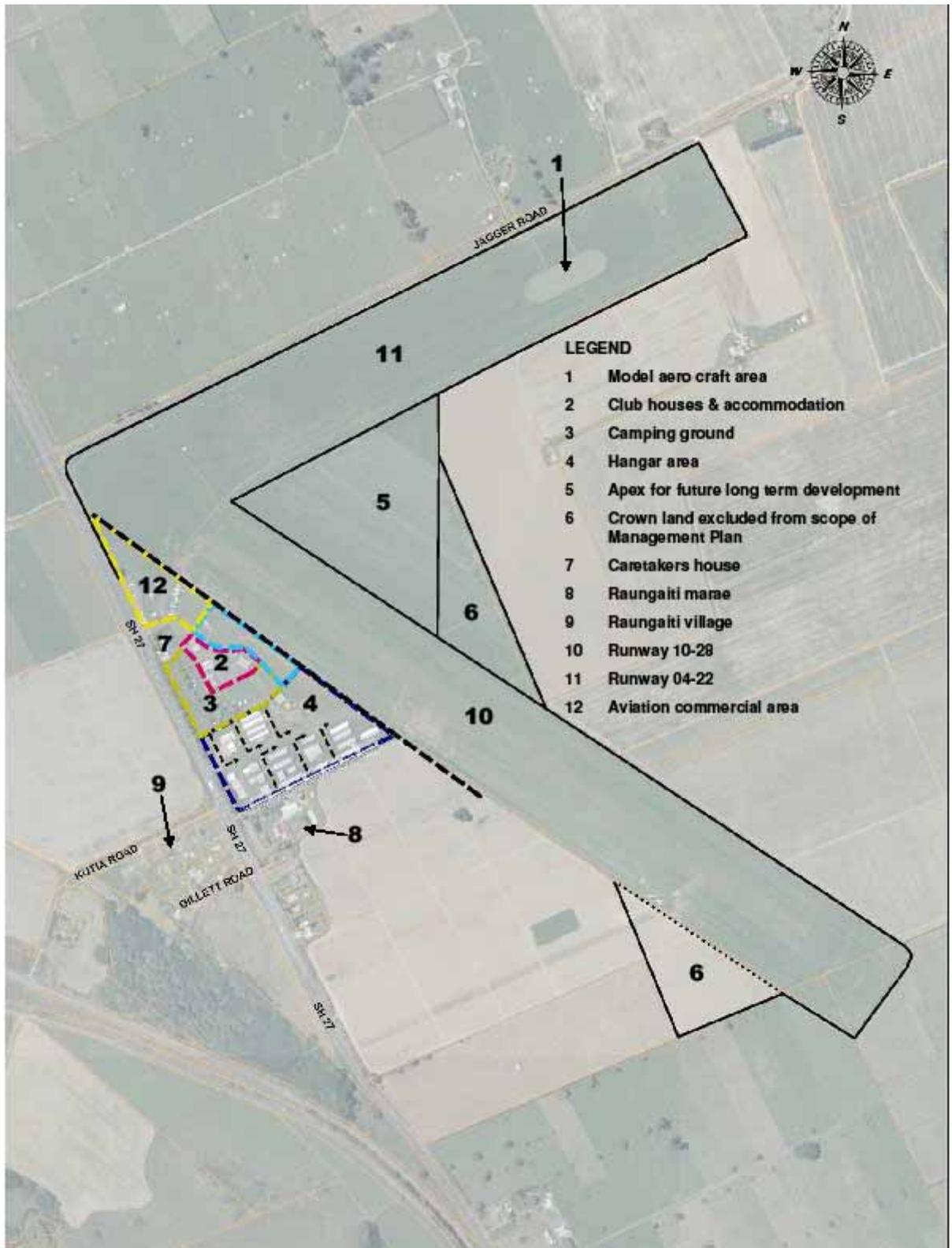


Figure 3 Overall view showing areas for development.

## 7. NGATI HAUA

### Objectives

- 7A Active engagement with Ngati Haua in matters concerning the development of the Matamata Aerodrome as tangata whenua and neighbours

### Policies

- 7.1 Council will engage with Ngati Haua as tangata whenua in relation to the aerodrome including the following
- Consult with Ngati Haua on matters regarding development of the aerodrome
  - Advise Ngati Haua of major aerodrome events

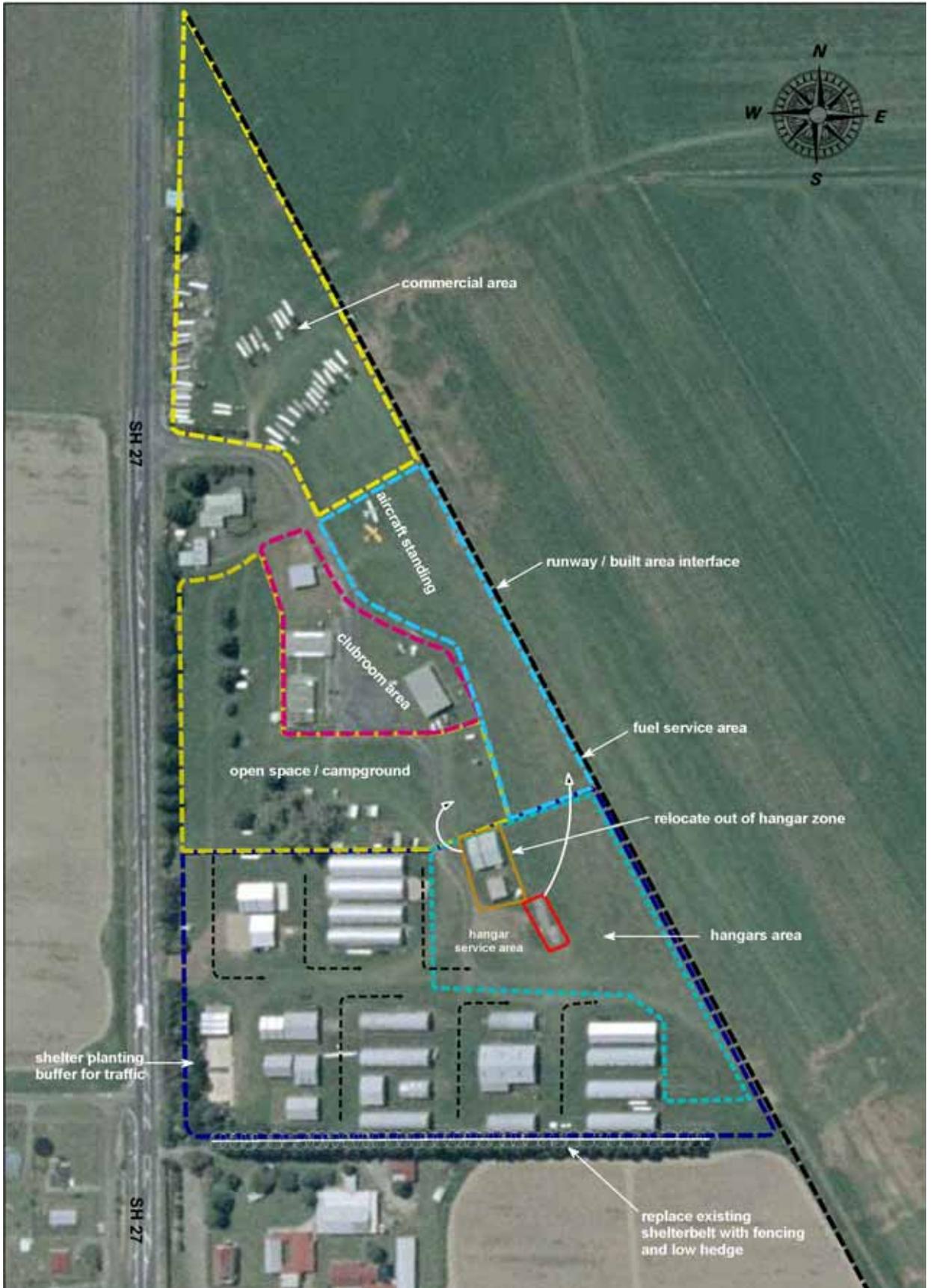
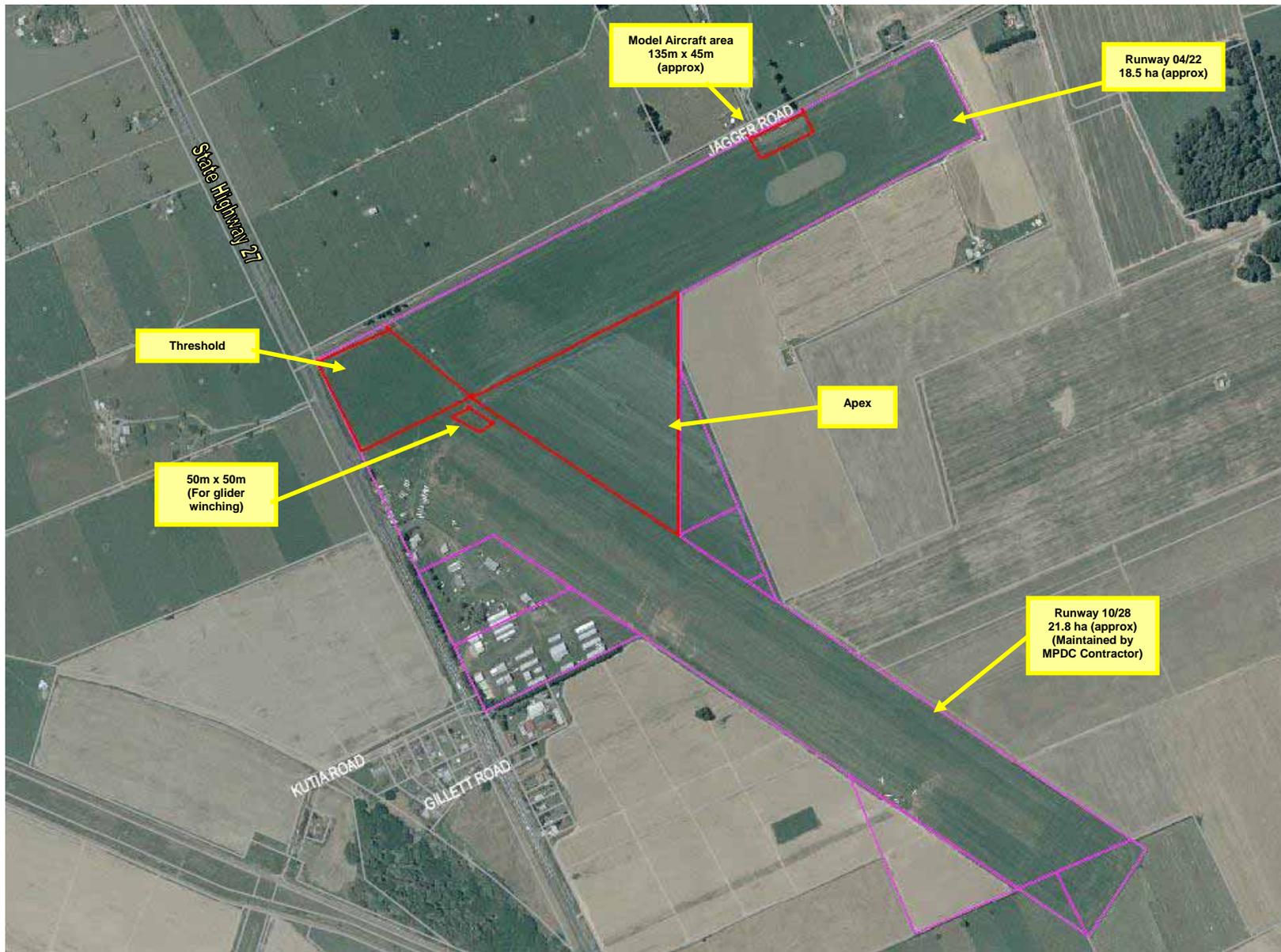


Figure 4 Designated service areas



Matamata Aerodrome approximate land areas

Figure 5

# APPENDIX 1

## AGREEMENT FOR GROUND LEASE UNDER AND SUBJECT TO THE PROVISIONS OF THE AIRPORT AUTHORITIES ACT 1966

### LICENCE FOR USE OF MATAMATA AERODROME AND FACILITIES

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 200 ,  
BETWEEN the MATAMATA PIAKO DISTRICT COUNCIL (hereinafter referred to as "the Council") of the one part and the Applicant (hereinafter called "the Lessee") of other part-

WHEREBY IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. THAT in consideration of payment by the lessee of the sum of \$ per annum, payable yearly in advance on the 1<sup>st</sup> day of July each year, the Lessee is permitted the use of the Matamata Aerodrome and ancillary areas situated on the property in common with other authorised users for the purpose of take off, operation of glider winch launching equipment, landing, aircraft parking and loading and unloading of aircraft and refueling and the use of the amenities thereof by its bona fide members, and pupils, or affiliates without the payment of further airport dues of any sort for a period of 10 years from the 1st day of .
2. THAT the charge set out in Clause 1 hereof shall be subject to review by Council two yearly in April shall take effect from the next following 1<sup>st</sup> July or upon application by either party should any substantial change of circumstances occur.
3. THAT the continued use of the Aerodrome shall be permitted subject to the compliance at all times with the provisions of those portions of the Bylaws of the Council relating hereto and, with the provisions of any relevant Statute or Regulation governing the use of the airfield or aircraft using the airfield.
4. THAT the Lessee, its members, pupils, servants and agents or other persons authorised by the Lessee to enter the Aerodrome shall at all times comply with any directions or requests given by the Council's Aerodrome Custodian, or an Airport Office or an Airport Official, within the meaning of the Bylaws of the Council.
5. THAT the Lessee, or any of its members, shall not authorise the entry of any other person or persons, body, association or club onto the Aerodrome for any other purpose than that specified in Clause 1 hereof.
6. THAT the Lessee shall at all times co-operate with the Council's Aerodrome custodian, or any Lessee for the time being conducting farming operation on the Aerodrome, and shall at all times safeguard his interests on the Aerodrome, and shall give such Custodian or Lessee reasonable notice of any change in activity.

**THIS IS A SAMPLE OF THE LEASE AGREEMENT ONLY**

**BETWEEN**

**MATAMATA-PIAKO DISTRICT COUNCIL**

**AND**

**(Applicants Full Name)**

**AGREEMENT FOR HANGER GROUND LEASE UNDER AND SUBJECT TO  
THE PROVISIONS OF THE AIRPORT AUTHORITIES ACT 1966**

**THIS AGREEMENT** is dated the..... day of ..... 2009

**BETWEEN** Matamata-Piako District Council ("**Lessor**"),  
**AND** Applicant ("**Lessee**")

**BACKGROUND**

- A.** The Lessor is the owner of the Premises.
- B.** The Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease.

## THE PARTIES AGREE:

### 1. INTERPRETATION

In this agreement unless the context indicates otherwise:

#### 1.1 Definitions:

“**Annual Rent**” means the annual rent for the Land specified in the first schedule subject to changes consequent on the Lessor’s exercise of any right to review the annual rent or on the Lessee’s exercise of any right to renew this lease;

“**Default Rate**” means the default rate of interest specified in the first schedule;

“**GST**” means tax charged under the Goods and Services Tax Act 1985 and includes any tax charged in substitution for that tax;

“**Land**” means the land described in the first schedule;

“**Lessee**” means [Lessee’s name] and includes the Lessee’s successors and permitted assigns and the Lessee’s agents, employees, contractors

“**Lessor**” means the Matamata-Piako District Council and includes the Lessor’s successors, assigns and the Lessor’s employees, contractors and agents;

“**Outgoings**” means all rates, taxes, charges, assessments, duties, costs and expenses payable in relation to the Building and the Land;

“**Term**” means the term of this lease and includes the Initial Term and (if this lease is renewed) the Renewal Term and (if this lease is further renewed) any further Renewal Term(s);

1.2 **Defined Expressions:** expressions defined in the main body of this agreement have the defined meaning in the whole of this agreement, including the background and the schedules;

1.3 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this agreement’s interpretation;

1.4 **Joint and Several Obligations:** where two or more persons are bound by a provision in this agreement, that provision will bind those persons jointly and each of them severally.

1.5 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

1.6 **Parties:** references to parties are references to parties to this agreement and include each party’s executors, administrators and successors;

1.7 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

- 1.8 **Plural and Singular:** singular words include the plural and vice versa;
- 1.9 **Schedules:** the schedules and their contents have the same effect as if set out in the body of this agreement;
- 1.10 **Sections, Clauses and Schedules:** references to sections, clauses and schedules are references to sections and clauses of and schedules to this agreement;
- 1.11 **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise; and
- 1.12 **Terms:** terms defined in the Sublease have the same meaning in this agreement (unless the context otherwise requires).

## 2. GRANT OF LEASE

The Lessor leases to the Lessee and the Lessee takes the Premises on lease for the Initial Term beginning on the Commencement Date and ending on the Termination Date at the Annual Rent.

## 3. COMMENCEMENT

The term of the Lease and the Lessee's obligation to pay the rent and the other money payable under the lease commences on and from the Commencement Date.

## 4. OUTGOINGS AND UTILITIES

- 4.1 **Electricity and Telecommunications:** The Lessee shall bear the cost of installing electrical wiring, computer media and telecommunications equipment on the site and pay for all electricity consumed and all charges made in respect of the installation and use of such equipment.
- 4.2 **Water:** If requested by the Lessee the Lessor shall at the cost of the Lessee in all things provide a water connection to any building which may be erected on the site
- 4.3 **OUTGOINGS:** In addition to the rent payable under the Lease, the Lessee must pay:
  - 4.3.1 **Utility Charges:** promptly pay to the relevant Authority or supplier all charges for Utilities which are separately metered or charged to the Premises.
  - 4.3.2 **Outgoings:** the Lessee must pay all Outgoings.

## 5. LESSEE'S FURTHER COVENANTS

- 5.1 **Use of premises:** Site to be used only for storage and maintenance of planes and / or gliders and for no other purpose. This site is not to be used for sleeping or living accommodation or for keeping animals.

- 5.3 **Maintenance:** All buildings on the site to be erected and maintained in accordance with the law and to be at all times kept in a safe and tidy condition and painted to the satisfaction of the Lessor, excepting clean galvanized corrugated iron which may be unpainted unless rusty or in poor condition.
- 5.4 **Numbering of Buildings:** Any building on the site to have displayed on its exterior wall in black Arabic numerals 18 inches high the number allotted to it by the Lessor.
- 5.5 **Signs:** No signs to be displayed on the building without the prior written approval of the Lessor.
- 5.6 **Waste and Offensive Materials:** No rubbish, litter, waste materials, offensive or dangerous matter to be kept or permitted on or near the site.
- 5.7 **Nuisances and Safety:** The Lessee shall not do or suffer to be done anything which constitutes a nuisance or annoyance to any other person or which in any way interferes with any equipment or operation at Matamata Airport or creates any impediment to the safe operation of the Airport.
- 5.8 **Removal of Improvements:** All building or other structures erected on or under the site by the Lessee shall be removed on the termination of this lease and the said land restored to its former condition. If the building or structure is not removed it will become the property of the Lessor on termination of this lease.

## 6. LESSOR'S COVENANTS

**Quiet Enjoyment:** If the Lessee pays the Annual Rent and performs the Lessee's obligations in this lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption by the Lessor or any person claiming under the Lessor.

## 7. GST

- 7.1 **GST:** In addition to the consideration payable by the Lessee under this agreement, the lessee must pay to the Lessor all GST paid or payable by the Lessor on:
  - 7.1.1 **Money Received:** the Annual Rent or other money payable by the Lessee on demand; or
  - 7.1.2 **Taxable Supplies:** the provision of leasing services or other taxable supplies;under this agreement.
- 7.2 **Time of Supply:** The Lessee must pay any GST payable by the Lessee under this agreement on the date on which the relevant supply is deemed to have taken place under the Goods and Services Tax Act 1985.
- 7.3 **Default:** If

**7.3.1 Lessee Fails to Pay:** the Lessee fails to pay the Annual Rent or other money payable under this lease (including Goods and Services Tax); and

**7.3.2 Lessor Liable to Penalty:** the Lessor becomes liable to pay additional Goods and Services Tax or penalty tax;

then the Lessee must pay the additional tax or penalty tax to the Lessor on demand.

## **8. INSURANCE AND LIABILITY**

8.1 The Lessee shall take out and keep in force a public liability policy for not less than \$50,000.00 in respect of liability incurred as a result of the use by the Lessee of the site such policy to be in the names of the Lessor and Lessee.

8.2 The Lessee shall at all times indemnify the Lessor against all claims, costs, demands and liabilities arising directly or indirectly out of the use by the Lessee of the site.

8.3 The Lessor shall not be liable for any damage or loss suffered by the Lessee arising out of or in consequence of anything done or omitted by any other lessee for licensee of the Lessor or by any person, thing or animal on any part of the Aerodrome whether lawfully or unlawfully.

## **9. ASSIGNMENT AND SUB-LEASING**

The Lessee shall not assign sublet or part with the possession of the site or any part of it without the prior consent in writing of the Lessor.

## **10. DETERMINATION OF LEASE**

10.1 This lease may at any time be terminated by the Lessor in accordance with the provisions of Section 6 of the Airport Authorities Act 1966 or for the breach by the Lessee of any of the terms and conditions herein contained or implied.

10.2 Either party may at any time determine this lease by giving to the other party two (2) calendar months notice in writing.

## **11. RIGHT OF RENEWAL**

11.1 **Preconditions:** If:

11.1.1 **Written Notice:** at least three months before the Termination Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this lease; and

11.1.2 **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this lease;

then the Lessor will renew this lease at the Lessee's cost for the Renewal Term beginning on the day following the Termination Date.

**11.2 Terms of Renewed Lease:** The renewed lease will be on the same terms as this lease but will exclude this present term for renewal unless further Renewal Term(s) are specified in the schedule. If so, the renewed lease will contain rights to renew for those further Renewal Term(s) to the same effect as clauses 11.1-11.3 (inclusive). The Term must never expire later than the Final Expiry Date.

**11.3 Reviews of Rent:** The Annual Rent payable during each Renewal Term will be subject to review:

**11.3.1 Set Dates:** on the Rent Review Date(s); or

**11.3.2 No Dates Specified:** at intervals of time equivalent to those provided for rent reviews during the Initial Term, if no Rent Review Date(s) are specified in the schedule for any Renewal Terms.

## **12. RENT**

The Lessee must pay:

**12.1 Annual Rent:** is payable 12 Monthly in advance in the 1<sup>st</sup> day of (Start Date of Lease) in each year, based on a valuation of the bare site assessed by the Lessor plus the annual rates equivalent for the site as assessed by the Lessor.

**12.2 Initial Rent:** Per annum calculated on the market rate (exclusive of GST) per square metre of site.

**12.3 No Deductions or Set-Off:** all rent and other money payable by the Lessee under this lease to the Lessor without any deduction or set-off; and

**12.4 Method:** all rent payments by direct bank payment or as the Lessor may direct.

## **13. RENT REVIEW**

**13.1 Rent Review:** Every three years or when a new lease is taken out but may increase by the CPI each year.

**13.2 Rent Ratchet:** The Annual Rent payable by the Lessee following a Rent Review Date must never be less than the Annual Rent payable as set out in this agreement.

## **14. COSTS**

On signing this agreement, the Lessee must pay the Lessor's:

**14.1** reasonable legal costs and disbursements of and incidental to the negotiation, preparation and completion of this Lease and any renewals or variation of this Lease.

- 14.2 costs (including legal costs) in obtaining any consents associated with any renewal, extension or variation of this Lease (including any variation recording a rent review); and
- 14.3 reasonable costs, charges and expenses for which the Lessor becomes liable as a result of the Lessee's breach or any of this Lease's terms.
- 14.4 **Lease Preparation Fee:** the Lessee must pay the lease preparation fee on or by the date of commencement of the lease.

## 15. DEFAULT INTEREST

If the Lessee has not paid any money payable by the Lessee to the Lessor under this agreement on the due date (whether any demand for that money has been made or not), then that money will bear interest at the Default Rate computed from the due date until payment in full.

## 16. NOTICES

- 16.1 **Service of Notices:** Any notice or document required or authorised to be delivered or served under this agreement may be delivered or served:
  - 16.1.1 **Property Law Act:** in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or
  - 16.1.2 **Facsimile:** by facsimile.
- 16.2 **Time of Service:** Any notice or other document will be treated as delivered or served and received by the other party:
  - 16.2.1 **Personal Delivery:** on personal delivery;
  - 16.2.2 **Post:** three days after being posted by prepaid registered post to address or if not registered their last know address; or
  - 16.2.3 **Facsimile:** on completion of an error-free transmission, when sent by facsimile.
- 16.3 **Signature of Notices:** Any notice or document to be delivered or served under this agreement must be in writing and may be signed by:
  - 16.3.1 **Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
  - 16.3.2 **Authorised Person:** the party serving the notice or any other person authorized by that party.

## 17. RESOLUTION OF DISPUTES

- 17.1 **Disputes:** In the event of any dispute, difference or question arising between the parties about:
  - 17.1.1 **Interpretation:** the interpretation of this agreement; or
  - 17.1.2 **Agreement:** anything contained in or arising out of this agreement;

The Parties shall first attempt mediation as set out in clause 24.2 of this agreement. Should the parties be unable to reach an agreement

through mediation the matter will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996 as set out in clauses 24.3 and 24.4 of this agreement.

- 17.2 Mediation:** If agreement cannot be reached within 20 working days of a dispute arising, a mediator shall assist the parties to reach agreement. The mediator shall be a barrister and solicitor agreed upon by the parties, being one experienced and skilled in professional mediation. If the parties cannot agree upon a mediator within 10 working days, either party may have a mediator appointed by the President for the time being of the New Zealand Law Society (or his or her nominee). Both the Sublessor and Sublessee shall make every reasonable effort to resolve the dispute with the mediator's assistance.
- 17.3 Arbitrator:** In the event that agreement cannot be reached through mediation within 40 working days of appointment of the mediator, the dispute may be referred to a single arbitrator by either party. The parties must try to agree on the arbitrator. If they cannot agree, the President for the time being of the New Zealand Law Society (or his or her nominee) will, on either party's application, nominate the arbitrator.
- 17.4 Costs:** Each party shall bear its own costs and the parties shall bear equally the costs of mediation and arbitration.
- 17.5 Action at Law:** The parties must mediate and go to arbitration under this clause before they can begin any action at law (other than an application for injunctive relief).

**IN WITNESS WHEREOF** the parties hereto have executed these the day and year first above written.

**THE COMMON SEAL** of **MATAMATA PIAKO DISTRICT** )  
**COUNCIL** was hereunto affixed in the presence of: )

.....  
Donald John MCLEOD  
Chief Executive Officer  
MATAMATA-PIAKO DISTRICT COUNCIL

.....  
Witness Signature

.....  
Witness Name

.....  
Witness Address

.....  
Lessee Signature

## FIRST SCHEDULE

<b>Description of Land:</b>	That part of the Matamata Aerodrome set apart by the Lessor for buildings
<b>Description of Site:</b>	That part of the premises hatched on the plan attached hereto – <b>Hangar Site No.</b>
<b>Area of Premises:</b>	Approximately metres x metres
<b>Deposit:</b>	Nil
<b>Commencement Date:</b>	
<b>Initial Term:</b>	Years .....
<b>Renewal Terms:</b>	9 years 364 days, if requested in accordance with the lease.
<b>Annual Rent:</b>	<b>\$ per annum, plus GST, totalling \$ including GST</b>
<b>Lease Preparation Fee payable</b>	<b>\$100.00 plus GST payable by lessee on commencement of lease</b>
<b>Rent Review Dates:</b>	Review to take place each year in April, any adjustment to rental to take effect from the 1 <sup>st</sup> day of July following the month of review.
<b>Default Rate:</b>	3% per annum over the standard overdraft rate offered by the bankers of the Matamata-Piako District Council to its business customers

## APPENDIX 2

### Licensees For the use of Matamata Aerodrome and Facilities only

Matamata Aero Club Inc  
Start Date 01/02/1994  
Term 10 years  
Right of Renewal 9 years 364 days  
Final expiry 31/01/2014

Matamata Soaring Centre Inc  
Start Date 01/02/2004  
Term 10 years  
No Right of Renewal  
Final expiry 01/02/2014  
Membership made up of a number of New Zealand Gliding Clubs

Skydive Waikato (2009) Ltd  
They took over from Skydive Waikato formerly (National Parachute Centre of Mount Roskill Auckland  
No new agreement issued yet so old agreement still in place  
Start Date 01/07/1995  
Term 10 years  
Right of Renewal 9 years 364 days  
Final expiry 30/06/2015

Middle Earth Flying School  
Process underway in setting up a lease similar to other users with Right of Renewal to be decided

Matamata Piako Model Aero Club  
Start Date: 01/12/2006  
Term: 10 years  
No Right of Renewal  
Final Expiry: 01/12/2016

It is the intention to align all leases to a common date

## APPENDIX 3

### Contract: Matamata Airfield Grass Maintenance

#### Contract Specifications Option Two

The general terms of the work required under the contract for pricing and completion are as follows:

- (a) The main runway and thresholds 10/28 measuring approximately 1300 metres long by 162 metres wide, will be maintained for aircraft operations with a maximum vegetation length of approximately 100mm in height at any time of the year. This will be undertaken by a separate Matamata-Piako District Council appointed contractor.
- (b) The second runway 04/22 may be harvested for hay, silage or forage at any time during the year, except,
  - For a period in January, when the Walsh Flying School are operating. During this period the vegetation length must be maintained at a maximum of 100mm in height.
- (c) The handling/parking area in front of the club rooms must be maintained for aircraft operations. This will be undertaken by a separate Matamata-Piako District Council appointed contractor.
- (d) The threshold, at the intersecting point of 04/22 and 10/28, may be harvested for hay/ silage or forage at any time of the year, except,
  - When 2 weeks notice is given to the contractor, to mow a 50m by 50m square to allow for glider winching purposes.
  - When Wash Flying School are operating , an adequate mown strip is to be provided to allow aircraft movement between the 2 runways.
- (d) All harvesting of grass must be completed within 72 hours from commencement of harvesting.
- (e) The apex area between the two runways may be harvested for hay, silage or forage at any time during the year.
- (f) At all times on runway 04/22, the model aircraft club will require an area of approximately 135 metres by 45 metres for take off and landing and a further area of approximately 80 metres by 15 metres adjacent to the fence for parking. The club will maintain both these areas themselves.
- (g) Planned harvesting dates on the runways should be arranged in conjunction with the Community Facilities Operations Manager who is Mr Bruce Langlands, ph 027 273 4661.
- (h) All/any variations of the agreed grass removal terms must be agreed to by Council, who will then consult direct with the Users Committee.

- (i) An annual soil test report is to be undertaken on the apex and runway 04/22. This is to be paid for by the 'Contractor' and the recommended fertiliser required applied at a rate not less than 400 kilograms per hectare, more may be applied if desired. Dockets showing the fertiliser applied are to be supplied to the Community Facilities Operation Manager showing amount, type of fertiliser and dates of application. The main runway 10/28 may require a soil test and fertiliser application, as and when needed, this will be undertaken and paid for by the Council.
- (j) The area by the glider trailer storage may be harvested at any time during the year.
- (k) All fences surrounding the runway boundaries and apex must be maintained in a good condition and repair, stock proof at all times.
- (l) All fence lines are to be sprayed for grass control twice annually.
- (m) No livestock shall be used to graze any area.

# APPENDIX 4

## Memorandum of Understanding

### 7.2 MEMORANDUM OF UNDERSTANDING (MOU)

The following is a copy of the text of the MOU which was signed by all parties identified in the document. Each operator has a signed copy of this document.

#### MEMORANDUM OF UNDERSTANDING

Between

**MATAMATA-PIAKO DISTRICT COUNCIL** – (Aerodrome Operator)

and

**MATAMATA AERO CLUB** – (Aero Club)

and

**MATAMATA SOARING CENTRE** – (Gliding Club)

and

**SKYDIVE WAIKATO** – (Skydive)

and

**MODEL AIRCRAFT CLUB** – (Model Aircraft)

#### PREAMBLE

The Matamata-Piako District council as the operator of the Matamata Aerodrome recognises the significance of the facility for recreational aviation and wishes to maximise the use of the aerodrome whilst giving all parties fair and equitable use.

It is recognised that the users of the aerodrome have different characteristics to their operations. This memorandum is intended to provide a procedure that will allow all parties to co-exist and enjoy their recreational pursuit while operating safely and within the rules and guidelines set down by the Civil Aviation Authority.

1. Prior to commencement of operations by any of the users of the facility, a designated representative shall check to see if other operations are being undertaken on the airfield. Subsequent commencement by other users shall not begin until a representative has liaised with the operating users to determine their intentions, intensity of use and other factors that may affect operations.

*Think Safety whenever you are at the airfield.....Safety is no accident.*

2. The active runway shall be deemed to be in use when any aircraft is operating on the maneuvering area, in the circuit, or take off/approach area for that runway, or when an aircraft calls overhead, downwind, or on a 5 mile approach.
3. The parachute landing area shall be located at the designated point on inactive runway or in accordance with clause 4.VIII.
4. During all operations at the airfield the following procedures shall be adopted.
  - I Prior to start up and taxi each pilot shall make a radio call to ascertain whether there are any parachutes in the air.
  - II The pilot in command of the jump aircraft shall broadcast his intentions prior to take off and shall maintain a continuous listening watch on the MBZ frequency.
  - III The pilot in command of the jump aircraft shall further broadcast his intentions 3 minutes prior to and ten seconds prior to drop. The PDZ shall be deemed to be in progress from the three minute call prior to drop until the parachutists have landed.
  - IV Vehicles required to be on the active runway shall operate their flashing light/s and only remain on the runway for the minimum time required to complete the task.
  - V Only persons or vehicles authorised by the respective users may enter onto an active runway. No person shall enter upon, or remain on the active runway for any period longer than necessary to undertake the task or duty that requires them to be on the runway.
  - VI Gliders, vehicles retrieving gliders and those people whose task or duty requires them to be on the active runway shall vacate the runway as soon as practicable to ensure that the active runway is not unnecessarily obstructed.
  - VII During special events eg. Aero Club rallies, air shows, gliding and parachute events or contests, airfield users will liaise their operations with the event director.
  - VIII When the PLA is to be located on areas other than the inactive runway, then it shall be defined by marker cones, and if the PLA is located on a movement area of the airfield, it will not be available for aircraft during the period it is so defined.
5. The parachute landing Area (PLA) and parachute drop zone (PDZ) shall be activated when the drop zone indicator is placed in the appropriate position. This will signify to all users of the airfield and surrounding airspace that the PDZ may be active and that parachute landings will be directed to the marker. Aircraft will not loiter, thermal, fly into or release from tow in the specified drop zone when it is active.

***Think Safety whenever you are at the airfield.....Safety is no accident.***

6. No aircraft shall operate in the specified drop sector after the three minute call has been made (as attached).
7. Model aircraft operations shall operate from the inactive runway or by arrangement with other users, and shall maintain a visual watch at all times. Crosses are to be displayed at the threshold while model aircraft operations are in progress.

**SCHEDULE A**

\_\_\_\_\_  
 John Shuttleworth ..... Date  
 For **Matamata Aero Club**

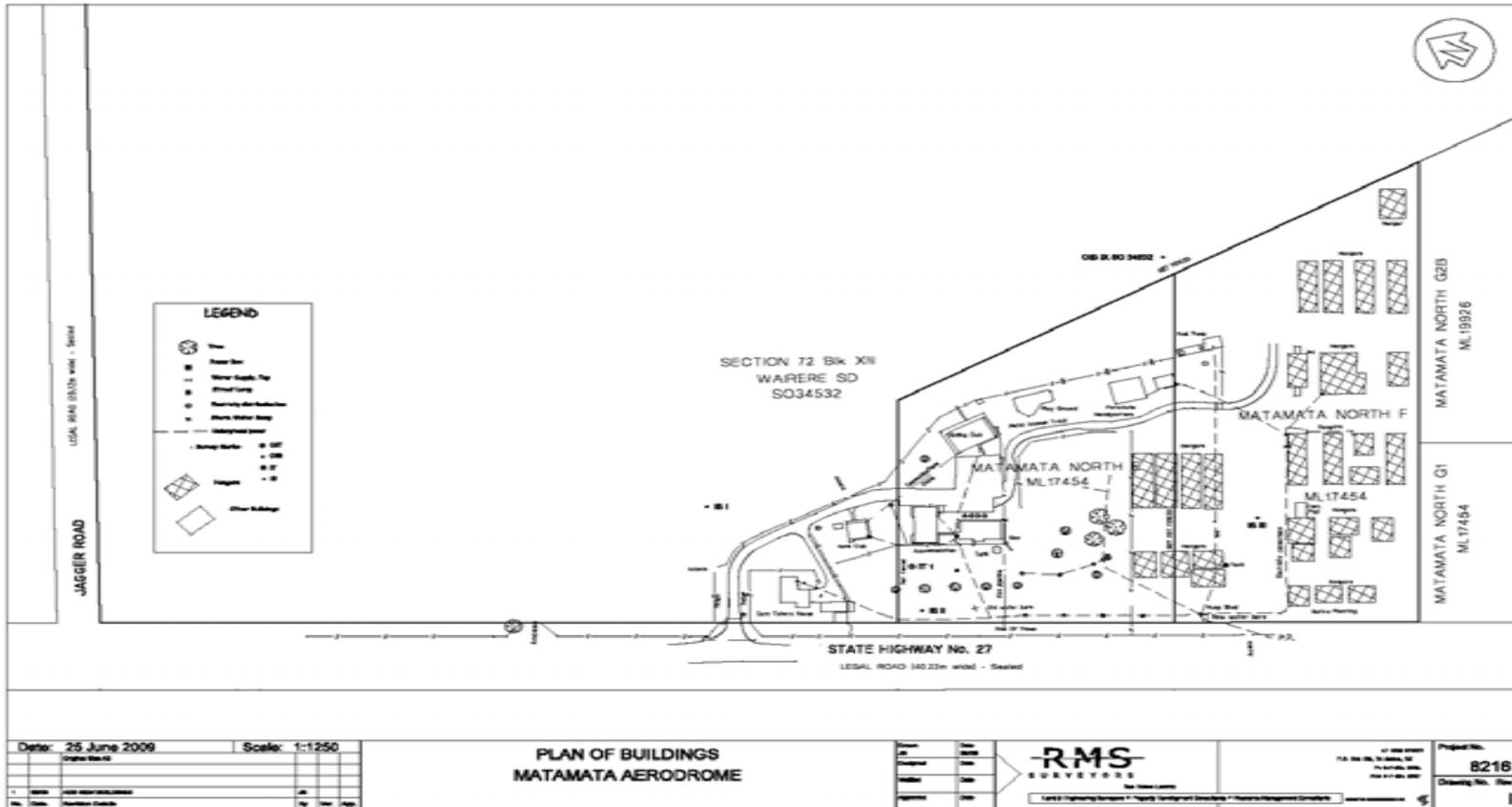
\_\_\_\_\_  
 Ralph Gore ..... Date  
 For **Piako Gliding Club**

\_\_\_\_\_  
 Eric Pemberton ..... Date  
 For **Skydive Waikato**

\_\_\_\_\_  
 Gerry Bolton ..... Date  
 For **Matamata Piako Model Aero Club**

\_\_\_\_\_  
 Richard Rankine ..... Date  
 For **Matamata-Piako District Council**

***Think Safety whenever you are at the airfield.....Safety is no accident.***



**Figure 6**  
 Plan of Buildings  
 Matamata Aerodrome