THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 16 OF 2019

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN AGREEMENT WITH SKY HARBOUR RADIO-CONTROL MODELERS INC. AND THE CORPORATION OF THE TOWN OF GODERICH

WHEREAS the Town is the owner of the Goderich Airport which is located to the north of the Town of Goderich;

AND WHEREAS Sky Harbour Radio-Control Modelers Inc. is an organization composed of individuals who engage in the operation of model aircraft;

AND WHEREAS Sky Harbour Radio-Control Modelers Inc. wish to operate model aircraft from time to time at the Goderich Airport;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the members of Sky Harbour Radio-Control Modelers Inc. operating model aircraft at the Goderich Airport under certain terms and conditions;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Agreement;

AND WHEREAS this Agreement is attached hereto and forms part of this By-Law;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized to execute and affix the Corporate Seal to an Agreement between Sky Harbour Radio-Control Modelers Inc. and the Corporation of the Town of Goderich.


MAYOR, John C. Grace

CLERK, Janice Hallahan
AGREEMENT

THIS AGREEMENT ("Agreement") is made this 4th day of February, 2019,

BETWEEN:

SKY HARBOUR RADIO-CONTROL MODELERS INC.

(hereinafter "Sky Harbour")

—and—

THE CORPORATION OF THE TOWN OF GODERICH

(hereinafter the "Town")

RECITALS:

A. WHEREAS the Town is the owner of the Goderich Airport which is located to the north of the Town of Goderich;

B. AND WHEREAS Sky Harbour is an organization composed of individuals who engage in the operation of model aircraft;

C. AND WHEREAS Sky Harbour wishes to operate model aircraft from time to time at the Goderich Airport;

D. AND WHEREAS Goderich is agreeable to the members of Sky Harbour operating model aircraft at the Goderich Airport under certain terms and conditions;

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the payment by Sky Harbour to the Town of the sum of two ($2.00) dollars of lawful money of Canada, the terms and conditions of this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Sky Harbour members will be permitted, at appropriate times, to operate model aircraft on the Goderich Airport premises.
2. Sky Harbour members will at all times operate in accordance with the Airport Flying Rules: Sky Harbour Modelers (revised March, 2015) attached hereto as Schedule 1 and in accordance with the Rules of the Model Aeronautics Association of Canada (MAAC).

3. At no time will Sky Harbour members interrupt or interfere with safe access by full size aircraft to the Airport.

4. Sky Harbour members will in all respects abide by and comply with all applicable laws, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government and any other governing body, as well as with all local police, health and fire regulations and with any directions from the Airport management and staff.

5. Sky Harbour will not do, suffer or permit to be done any act or thing which is or will constitute a nuisance or that is likely to be hazardous to aviation safety.

6. Sky Harbour will at all times keep in force liability insurance through the MAAC in the form attached hereto as Schedule 2, or equivalent insurance with the Town as an additional named insured on the policy.

7. Sky Harbour shall not, during the currency of this Agreement, do, suffer or permit to be done any act or thing which may impair, damage, or injure the Airport premises, buildings and facilities or any part thereof and shall at their own cost and expense repair and renew in a good and sufficient workmanlike manner any portion of the premises, buildings and facilities which may be damaged at any time by Sky Harbour.

8. Sky Harbour shall, at all times, indemnify and save harmless the Town or any of its officers, servants, agents or elected officials from and against all claims and demands, laws, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of Sky Harbour under this Agreement, or any action taken or things done or maintained by virtue of this Agreement or in the exercise in any manner of rights arising under this Agreement, except claims for damage resulting from the negligence of any agent, officer or servant of the Town.

9. The Town, shall not assume or be liable for any claims, demands or actions related to the activities under this Agreement.

10. That this agreement expires on the 31st day of March, 2022 and may be renewed with the consent of both parties.

-remainder of this page intentionally left blank-
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED & DELIVERED as of the date set out above.

SKY HARBOUR RADIO-CONTROL MODELERS INC.

Per: ____________________________

Per: ____________________________

We have the authority to bind the corporation.

THE CORPORATION OF THE TOWN OF GODERICH

Per: ____________________________

MAYOR, John Grace

Per: ____________________________

CLERK, Janice Hallahan

We have the authority to bind the corporation.
1. Contact an official at the Airport (518-526-2383) and ask permission to fly.
2. Of those flying, choose one person to be the Head Air Marshal (HAM). The HAM will also be the acting Safety Officer, if the Regular Safety Officer is not present. He will obtain the VHS radio and ensure pilot stations, signage and all MAAC protocol is in effect during the flying session.
3. The HAM will continuously monitor radio traffic and will only turn over the radio while he is flying and will retake the radio once his plane has safely landed.
4. Prior to a Maiden Flight the aircraft must be fully and completely checked over by a pilot of greater skill. If none is available, the Maiden will be postponed.
5. Once a flying session begins, pilot and spotter, who himself must be an accredited i/c pilot, must observe all MAAC rules of flying etiquette and safety. I.e. signage, pilot stations, plane restraint (or braking), range testing, starting, taxing, takeoff, flying and landing. If any of the above are unclear, please ask for clarification.
6. Full scale aircraft have the right of way in all instances; no exceptions.
7. In summary you must fly in accordance with MAAC rules, have in position signage and pilot stations and fly with a spotter and a HAM.
Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

**Insured**
Model Aeronautics Association of Canada
9-5100 South Service Road
Burlington, ON L7L 5A5

**Coverage**

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Insurer</th>
<th>Arch Insurance Canada Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy #</td>
<td>DPC004161-08</td>
<td></td>
</tr>
<tr>
<td>Effective</td>
<td>31-Dec-2018</td>
<td></td>
</tr>
<tr>
<td>Expiry</td>
<td>31-Dec-2019</td>
<td></td>
</tr>
<tr>
<td>Limits of Liability</td>
<td>Bodily Injury &amp; Property Damage, Each Occurrence $7,500,000</td>
<td></td>
</tr>
<tr>
<td>Policy may be subject to a general aggregate and other aggregates where applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Additional Insured**
Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.
The Corporation of the Town of Goderich where required by written contract or written agreement with respect to Commercial General Liability

**Terms and / or Additional Coverage**
Tenant's Legal Liability - All Risks $2,000,000

Locations and Operations to which this coverage applies:
Competition, exhibitions, sport flying and related events involving all members and chartered clubs belonging to the MAAC and all owners of property used by the MAAC members arising vicariously from the operations of the Named Insured.

**Commercial General Liability**

Cross Liability
Severability of Interest

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE, THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE
THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO The Corporation of the Town of Goderich. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated: 30-January-2019
Issued By:
Tel:

Aon Reed Stenhouse Inc.

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE OR, IN THE CASE OF AUTOMOBILE INSURANCE, THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE