

1. NO FLYING PERMITTED without a KASLO RC CLUB MEMBER, TWO WAY AIRCRAFT RADIO, A LICENSED RADIO OPERATOR and a VISUAL OBSERVER PRESENT.
2. These rules are for Kaslo RC Club Flying Site located at Kaslo Aerodrome (CBR2), Location 49 54 13 W116 56 07. Kaslo West RD.
3. All Kaslo RC Club members wishing to fly at either of club sites must have a current Kaslo RC Club Membership, a current MAAC membership, and have read and must abide by current MAAC, Transport Canada Rules and comply with Canadian Aviation Regulations.  
All members using this site must have a Basic or Advanced RPAS Certificate and must demonstrate or be known to possess competent RPAS flying skills before using the site. The final authority on who may fly here is at the sole discretion of the Club President. Any pilot observed wilfully breaking flight line restrictions, ignoring no-fly zones or any other reckless model operation will be ejected from the site.
4. All members operating an RPAS must have a copy of these rules available at the site, either electronically or in print. The club will ensure a copy on the club website and will endeavour to provide current printed copies at the site.
5. No aircraft to be flown before a Flight Site Survey is done.
6. No aircraft shall be flown outside FLIGHT BOXES.
7. All aircraft must have a Registration Number on the aircraft. This site is for Fixed Winged Aircraft and Helicopters only – no other categories of modelling are permitted. No turbine powered aircraft allowed because of fire concerns.
8. All pilot protection or other barriers, warning signs and any other items used during flying sessions must be portable and must be removed from sites at the end of the flight session. All crash debris must be removed from site.
9. All safety concerns and/or incidents must be reported to the Kaslo RC Club Safety Officer and then forwarded to MAAC and Transport Canada if required.
10. Any guests wishing to fly at the Kaslo RC Club sites must have a valid MAAC Membership, Basic or Advanced Pilot Certificate, Registered Aircraft and fly under the direction of a Kaslo RC Club member.
11. All non Kaslo RC Club Registered Aircraft to be flown at Club sites must be inspected by a Kaslo RC Club member to deem the safety of the model. All pilots must demonstrate their ability to fly safely.
12. No aircraft weighting more than 25kg are to be flown at the clubs sites.
13. All Visual Observers shall stand within speaking distance of pilot behind the portable barriers. If there is more than one pilot flying, then the spotters must inform all pilots of approaching full size aircraft. Once the full-size aircraft has cleared the area they are to give the all clear signal.

14. Emergency services maybe able to be reached (depending on cellular coverage) using 9-1-1 or drive to the nearest spot where there is cellular coverage.
15. All flying to be conducted during daylight hours. Determination of night can be done via any weather app for the Village of Kaslo or the aerodrome itself.
16. A fire extinguisher and first aid kit must be present in the pits or at least in the vehicles in parking area.
17. No Smoking on the aerodrome property.
18. Any damage done to the aerodrome property must be reported to the Village of Kaslo Chief Administration Officer [Ph 250-353-2311](tel:250-353-2311). No changes or additions can be made to any part of the aerodrome property. Mowing allowed.
19. The Pits and Setup Area are 65' from the center of runway and parking and spectator area are 100' from center of runway. All non-flying visitors are to stay in this area.

#### **MAAC Safety rules for operations on an Aerodrome**

**MAAC members conducting modeling activities on an aerodrome shall give way or otherwise immediately get out of the way of all full-scale aircraft and any support equipment or persons – no exceptions.**

#### **No member shall:**

- a) Operate any category of model at “night” on this aerodrome.
- b) Add, alter, tamper or interfere in the operation or presence of any aerodrome equipment, including markings on maneuvering area surfaces, lights or markers, signage, windsocks or any other aerodrome infrastructure.
- c) Operate on or park of any type of motor vehicle within 30m of an aircraft maneuvering area.
- d) Erect any permanent or semi-permanent obstruction, device or piece of modeling support gear/equipment or apparatus within 30m of any maneuvering surface, unless the object can be immediately removed by the RPAS pilot as he vacates the area.
- e) Leave behind any debris, parts or other objects on or within 30m of a maneuvering area, that could cause potential damage to an aircraft in operation, including but not limited to broken model propeller blades, crash damage or anything else that could damage an aircraft wheel, float or ski, or could otherwise be blown about by slipstream and create projectile damage possibilities.
- f) Fail to immediately report to the aerodrome operator (250-353-2311) any damage to any aerodrome infrastructure or property caused by the modeling activity.

If using an aviation radio capable of transmitting, no member shall:

- a) Operate such radio except in compliance with ROC and aviation phraseology,
- b) Make any transmission other than for information purposes.
- c) Make any transmission indicating permission or guidance in the operation of a full-scale aircraft.
- d) Activate or deactivate any aerodrome lighting system such as ARCAL.

### **Model assembly Should be done in the desinated pit area**

1. Batteries shall not be connected to electric models unless the model is restrained in the start-up area – **no exceptions**.
2. Gas/glow/turbine models must be restrained and started in the start-up area. Do not conduct prolonged tuning if other pilots are flying.
3. The direction of take-off landing, and traffic pattern will be determined by the prevailing winds. If there is no wind, all take-offs shall be east or west away from the sun. Hand launching shall be done in agreement with the pilots flying.
4. Our flying area as measured from the center of the pilot stations is a box 2250 feet left and right and 800 feet straight out and 800 feet to the rear area as designated on the map. No flying directly behind the Pilot's station, pits or parking area. Refer to the site flying area map for Flight box. Recovery of RPA that land/crash off the runway but in the flying area will be done in agreement with pilots.
5. If there is an accident requiring emergency services, cellular service may be available to call 911 or drive to the nearest spot where there is cellular coverage. The civic address is the West end of the Village of Kaslo Aerodrome Runway. N49 54 13, W116 56 07, off Kaslo West RD
6. A limit of 4 airborne RPA maybe in the air. Kaslo RC Club operates off the runway off The Village of Kaslo Aerodrome runway.

### **Kaslo RC Club operates off the Village of Kaslo Aerodrome Runway**

1. The aerodrome is not in controlled airspace.
2. In the event of a "fly-away" towards the Village of Kaslo, you may call the Village of Kaslo at 250- 353-2311, may have to drive to nearest cellular coverage area and advise them of the issue.
3. Kaslo RC Club members should check for Kaslo (CBR2) NOTAM either using the NAV CANADA portal or using RPAS Wilco app or similar. If you are the first pilot of the day and have done a site survey, please leave it at the site for fellow modellers to reference.
4. The club executive has contacted the Village of Kaslo Aerodrome, and they require that we have a 2-way aircraft radio and licensed radio operator present when any flying is taking place. The frequency to monitor is 123.2.
5. Kaslo may be visited by Ultra light aircraft that are not equipped with a radio (NORDO) – Extra visual vigilance is required to scan the sky for any approaching Ultra-lights.
6. There are no IFR approaches at Kaslo.

**Visual observers and MAAC “spotters” are required at our site. The following are club procedures for ensuring full scale aviation safety:**

1. When any member or other person that spots a full-scale airplane that might come near the site, they are to inform the pilot’s that an aircraft is approaching and from what direction and approx. how soon it will be in flight box.
2. ALL Pilots **must** immediately descend to as low an altitude as possible and land as soon as safely able. If it is not possible to land then pilots are to fly as far to the south within the flight box out of the flight path of the full size aircraft. If this is not possible or you have problems with your aircraft, the pilot can do a control crash in the field to the southwest.
3. When the full-scale airplane is no longer a threat, an “ALL CLEAR” can be given and flying can resume.

**If there is any type of near miss or safety concern between a full-scale aircraft and our RPA, ALL FLYING SHALL cease immediately. The members involved should fill out a MAAC reportable occurrence report and submit that to the Club executive and follow MAAC policy with the following exceptions:**

1. If the member(s) involved believe the risk was very minimal, they may complete their own self declaration or risk assessment using the MAAC form. Submit a copy of the form to the club executive when able and you must keep this form for one year (CAR901.49 (2)). Resume flying when done.
2. If the member or Club executive deems the event serious, flying will not resume until members are given permission by the Club executive – in writing.
3. If there is actual contact between an aircraft and a MAAC RPAS – all flying will cease until MAAC confirms we may resume operations.

**No RPA or other model aircraft flying will occur below the Club mandated weather minimum.**

1. If cloud is present below 1000’ above the model flying area.
2. A horizontal visibility requirement of less than 3 nm around the flying area.
3. If there are other obscuring conditions (fog, smoke, haze etc.) which could make spotting full-scale aircraft or seeing your RPAS difficult.

**The Club executive will review these rules at least once a year.**



**FLIGHT LINE**

Runway Center Line

3700' X 60'

Runway South Edge of Pavement

ACCESS ROAD

EMERGENCY VEHICLE  
ACCESS ROAD ENTERED  
FROM WEST END OF  
RUNWAY

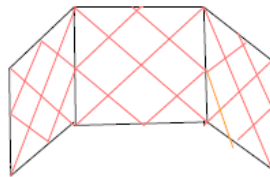
PILOT STATIONS, SPOTTERS AREA and RADIO  
STATION 35' FROM CENTER LINE OF RUNWAY  
GPS COORDINATES  
49-54-11.28N 116-56-30.25W  
RADIO FREQUENCY MONITORED ON 123.2

PIT AREA 65' CENTER OF RUNWAY

VEHICLE PARKING AND SPECTATOR AREA 100' FROM  
CENTER LINE OF RUNWAY  
First aid kits, fire extinguishers and other safety equipment  
are kept in vehicles

**EMERGENCY ADDRESS**

**WEST END OF KASLO AERODROME RUNWAY**



**Pilot and Spotter Portable Safety Barrier**  
Frame 1" PVC Pipe  
Barrier is Orange Plastic Snow Fence  
Each Section is .9 M Square



# VFR CIRCUIT PROCEDURES AT UNCONTROLLED AERODROMES

## Communications Requirements

Information can be exchanged with a flight service station (FSS), community aerodrome radio station (CARS), universal communications (UNICOM), or vehicle operators by directed transmissions, or with other aircraft by broadcast transmissions. See the *Transport Canada Aeronautical Information Manual* (TC AIM) RAC 4.5 for the current requirements.

It is essential that pilots be aware of other traffic and exchange information when approaching or departing an uncontrolled aerodrome, since some aircraft may be receiver only (RONLY) or no radio (NORDO).

## Standard Left-Hand Pattern

Before arriving at an uncontrolled aerodrome, plan your approach to the circuit.

If it is necessary to cross over the aerodrome prior to joining the circuit, or after departure, it is recommended that the crossover be made at least 500 ft above the circuit altitude.

Where designated, a mandatory frequency (MF) or aerodrome traffic frequency (ATF) area is normally a circle with a 5-NM radius, capped at 3 000 ft above aerodrome elevation (AAE). All radio-equipped aircraft must monitor a common designated frequency.

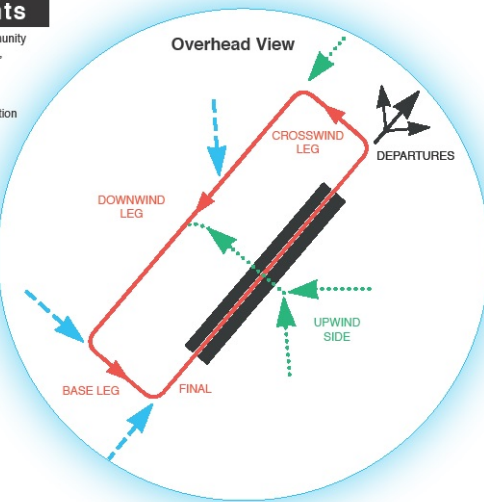
At aerodromes that have published instrument approaches, the MF area may be expanded to include the approach area. See the *Canada Flight Supplement* (CFS) for current information.

## Transiting Aircraft

Overflying Aerodromes (See TC AIM RAC 5.5)

Transiting aircraft shall not operate at a height of less than 2 000 ft above an aerodrome. [Canadian Aviation Regulation (CAR) 602.96(4)]

At aerodromes where MF procedures are in effect, aircraft may also join the circuit from the flight paths indicated in blue.



MF/ATF Communication Procedures (see TC AIM 4.5.7)

Note: If your aircraft is radio-equipped, it is recommended that the same calls be made at non-MF aerodromes.

Arrival: (CAR 602.101)

- Report position, altitude, arrival procedure intentions and estimated time of landing (ETL) at least 5 min prior to entering the area.
- Maintain a listening watch on the designated frequency, giving position in the pattern.
- Report when joining the circuit, giving position in the pattern.
- Report when on the downwind leg, if applicable.
- Report when established on final.
- Report when clear of the active runway after landing.

Operations on manoeuvring area: (CAR 602.99)

- Report intentions and maintain listening watch prior to entering the manoeuvring area.

Departure: (CAR 602.100)

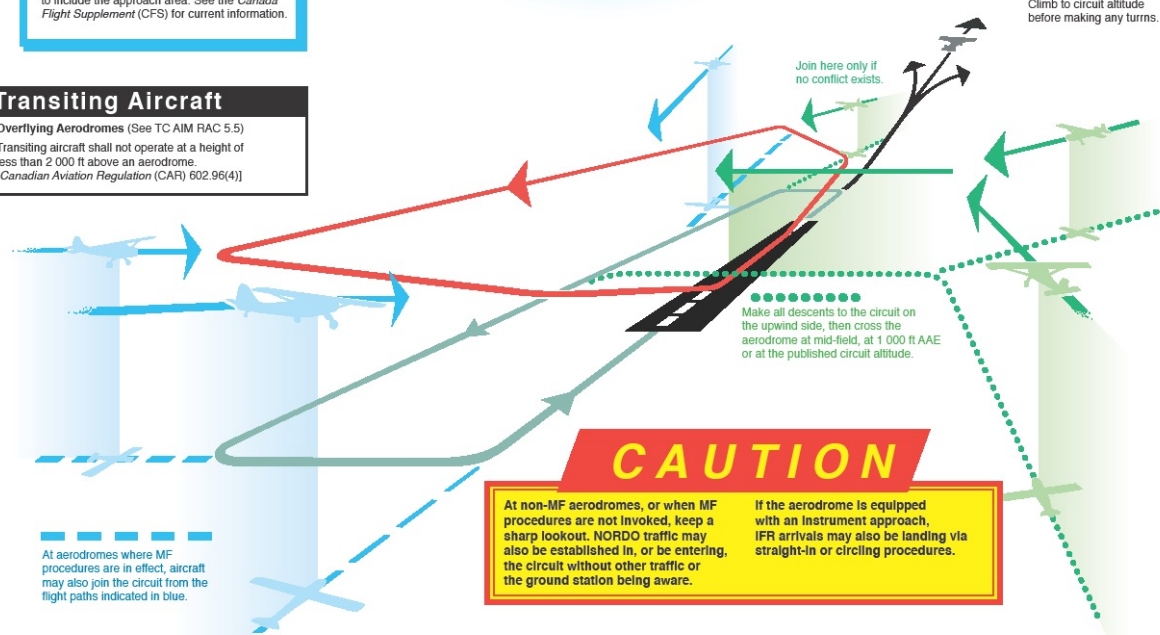
- Report intentions before moving onto take-off surface.
- Ascertain by radio and by visual observation that no conflict is likely during takeoff.
- Report departure from aerodrome traffic circuit.
- Monitor the designated frequency until well clear of the MF/ATF area.

Circuits: (CAR 602.102)

- Report when entering the downwind leg.
- Report, with intentions, when established on final.
- Report when clear of the active runway after the final landing.

## DEPARTURES

Climb to circuit altitude before making any turns.



## CAUTION

At non-MF aerodromes, or when MF procedures are not invoked, keep a sharp lookout. NORDO traffic may also be established in, or be entering, the circuit without other traffic or the ground station being aware.

If the aerodrome is equipped with an instrument approach, IFR arrivals may also be landing via straight-in or circling procedures.

See CAR 602 Division V, TC AIM (TP 14371) and the CFS for the latest information.



# Flight Plan & Site Survey

Created using **RPAS Wilco**<sup>®</sup>

Operation Name:	Kaslo Aerodrome
Pilot Name:	██████████
Pilot Certificate:	██████████
Flight Start:	August 22, 2023 6:46 PM
Flight End:	August 22, 2023 8:46 PM
Flight Area (Latitude):	49° 54' 11.28" N ( 49.903 )
Flight Area (Longitude):	116° 56' 30.25" W ( -116.942 )
Altitude - Radius:	Alt: 600 ft - Rad: 926.0 m ( 0.5 nm)
Airspace:	UNCONTROLLED
FIR - Contact:	CZVR - 604-586-4500

Please ensure you received all required authorizations prior to flight.

## Disclaimer

This Site Survey was created using RPAS Wilco by AIM Robotics. The flight plan contained is intended only for RPAS flights on the date/time and location specified. The user accepts all responsibility for the accuracy and completeness of the information contained.

For the complete Terms & Conditions, see

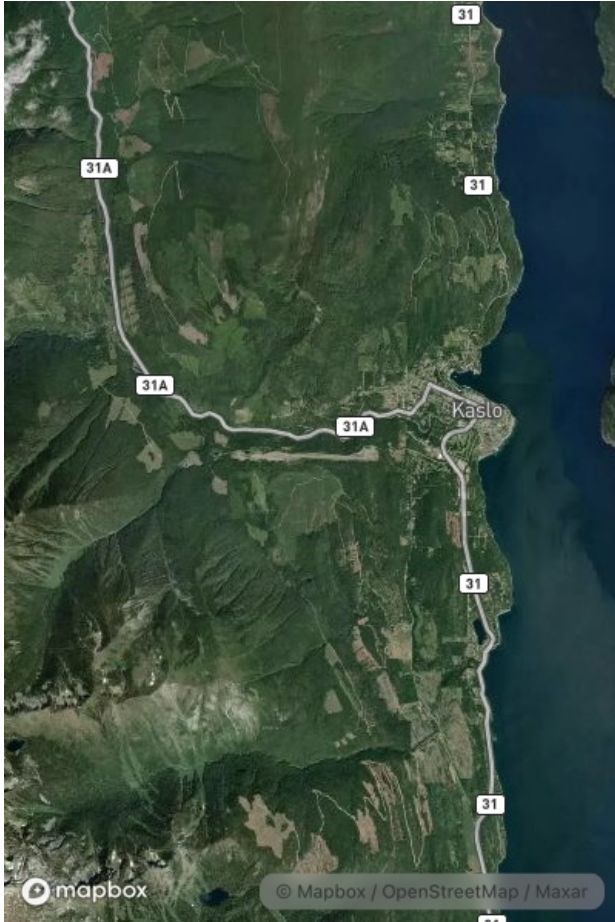
<https://rpswilco.com/#/tnc>

## Included



- Site Survey
- Obstacles (if available)
- Nearby Aerodromes
- Canadian Aviation Regulations
- GFA
- Aerodrome Supplements
  - METAR & TAF (if available)
  - NOTAMS
  - CFS



## Flight Map



## MAP Details

	Latitude	Longitude
 MODEL	49° 54' 11.28" N ( 49.903 )	116° 56' 30.25" W ( -116.942 )
 Pilot	49° 54' 14.88" N ( 49.9041 )	116° 56' 33.85" W ( -116.9427 )



# Canadian Aviation Regulations

## Division III — General Operating and Flight Rules

For full listing please visit <https://laws-lois.justice.gc.ca/eng/regulations/SOR-96-433/FullText.html#s-901.27>

### Visual Line-of-sight

- **901.11 (1)** Subject to subsection (2) no pilot shall operate a remotely piloted aircraft system unless the pilot or a visual observer has the aircraft in visual line-of-sight at all times during flight.
- **(2)** A pilot may operate a remotely piloted aircraft system without the pilot or a visual observer having the aircraft in visual line-of-sight if the operation is conducted in accordance with a special flight operations certificate — RPAS issued under section 903.03.

### Procedures

- **901.23 (1)** No pilot shall operate a remotely piloted aircraft system unless the following procedures are established:
  - **(a)** normal operating procedures, including pre-flight, take-off, launch, approach, landing and recovery procedures; and
  - **(b)** emergency procedures, including with respect to
    - **(i)** a control station failure,
    - **(ii)** an equipment failure,
    - **(iii)** a failure of the remotely piloted aircraft,
    - **(iv)** a loss of the command and control link,
    - **(v)** a fly-away, and
    - **(vi)** flight termination.
- **(2)** If the manufacturer of the remotely piloted aircraft system provides instructions with respect to the topics referred to in paragraphs (1)(a) and (b), the procedures established under subsection (1) shall reflect those instructions.
- **(3)** No pilot shall conduct the take-off or launch of a remotely piloted aircraft unless the procedures referred to in subsection (1) are reviewed before the flight by, and are immediately available to, each crew member.
- **(4)** No pilot shall operate a remotely piloted aircraft system unless the operation is conducted in accordance with the procedures referred to in subsection (1).

### Site Survey

**901.27** No pilot shall operate a remotely piloted aircraft system unless, before commencing operations, they determine that the site for take-off, launch, landing or recovery is suitable for the proposed operation by conducting a site survey that takes into account the following factors:

- **(a)** the boundaries of the area of operation;
- **(b)** the type of airspace and the applicable regulatory requirements;
- **(c)** the altitudes and routes to be used on the approach to and departure from the area of operation;
- **(d)** the proximity of manned aircraft operations;
- **(e)** the proximity of aerodromes, airports and heliports;
- **(f)** the location and height of obstacles, including wires, masts, buildings, cell phone towers and wind turbines;
- **(g)** the predominant weather and environmental conditions for the area of operation; and
- **(h)** the horizontal distances from persons not involved in the operation.

### Operations at or in the Vicinity of an Aerodrome, Airport or Heliport

- **901.47 (1)** No pilot shall operate a remotely piloted aircraft at or near an aerodrome that is listed in the *Canada Flight Supplement* or the *Water Aerodrome Supplement* in a manner that could interfere with an aircraft operating in the established traffic pattern.
- **(2)** Subject to section 901.73 no pilot shall operate a remotely piloted aircraft at a distance of less than
  - **(a)** three nautical miles from the centre of an airport; and
  - **(b)** one nautical mile from the centre of a heliport.
- **(3)** No pilot shall operate a remotely piloted aircraft at a distance of less than three nautical miles from the centre of an aerodrome operated under the authority of the Minister of National Defence unless the operation is conducted in accordance with a special flight operations certificate — RPAS issued under section 903.03.

### Records

- **901.48 (1)** Every owner of a remotely piloted aircraft system shall keep the following records:
  - **(a)** a record containing the names of the pilots and other crew members who are involved in each flight and, in respect of the system, the time of each flight or series of flights and
  - **(b)** a record containing the particulars of any mandatory action and any other maintenance action, modification or repair performed on the system, including
    - **(i)** the names of the persons who performed them,
    - **(ii)** the dates they were undertaken,
    - **(iii)** in the case of a modification, the manufacturer, model and a description of the part or equipment installed to modify the system, and
    - **(iv)** if applicable any instructions provided to complete the work.
- **(2)** Every owner of a remotely piloted aircraft system shall ensure that the records referred to in subsection (1) are made available to the Minister on request and are retained for a period of
  - **(a)** in the case of the records referred to in paragraph (1)(a), 12 months after the day on which they are created; and
  - **(b)** in the case of the records referred to in paragraph (1)(b), 24 months after the day on which they are created.
- **(3)** Every owner of a remotely piloted aircraft system who transfers ownership of the system to another person shall, at the time of transfer, also deliver to that person all of the records referred to in paragraph (1)(b).

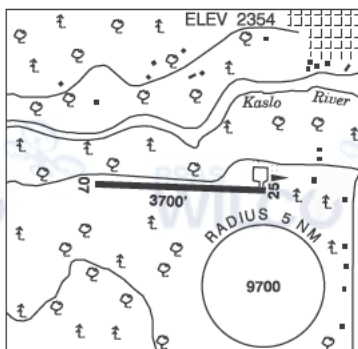
## BRITISH COLUMBIA

## AERODROME/FACILITY DIRECTORY

## KASLO BC

CBR2

<b>REF</b>	N49 54 13 W116 56 07 1W 16°E (2012) UTC-8(7) Elev 2354' A5005
<b>OPR</b>	Village 250-353-2311 Reg
<b>PF</b>	C-1,2,4,5
<b>FLT PLN</b>	<b>FIC</b> Kamloops 866-WXBRIEF (Toll free within Canada) or 866-541-4101 (Toll free within Canada & USA)
<b>RWY DATA</b>	Rwy 07/25 3700x60 ASPH
<b>RCR</b>	Opr No win maint
<b>COMM</b>	<b>ATF</b> tfc 123.2 5NM 5400 ASL



<b>CAUTION</b>	Narrow mountainous valley. Terrain rises rapidly W of thld Rwy 07. Vehicle tfc & logging truck activity on adj road, verify rwy unobstructed. Wildlife in vicinity. Ultra-light acft may be NORDO.
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# LICENCE OF OCCUPATION

## Agreement for the temporary use of municipal lands

BETWEEN:

**VILLAGE OF KASLO**, a municipal corporation having its office at  
413 Fourth Street, PO Box 576  
Kaslo, BC  
V0G 1M0

(the "Village")

OF THE FIRST PART

AND:

**Kaslo RC Club (Model Aeronautics Association of Canada club 826)**  
RR#2 Site 1, Comp.18  
Kaslo, BC  
V0G 1M0

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensee wishes to operate remote controlled model aircraft on land owned by the Village of Kaslo; and
- B. The Village is prepared to grant the Licensee a Licence of Occupation for a term of one (1) year for the purposes of occasionally operating remote controlled model aircraft from municipal land at the Kaslo Aerodrome.

NOW THEREFORE in consideration of the fee payment schedule outlined and other good and valuable consideration, from the Licensee to the Village, the receipt and sufficiency of which are hereby acknowledged, the Village and the Licensee covenant and agree as follows:

1. **Grant** – The Village grants to the Licensee to enter onto the property shown on **Schedule "A"**, attached hereto (the "Licence Area") for the purposes of operating remote controlled aircraft.
2. **Term** – The duration of this Agreement and Licence herein granted shall be for a term of one (1) year commencing \_\_\_\_\_, 2023, unless earlier terminated in accordance with Section 22.
3. **Fees**
  - 3.1 The Licensee shall pay the Village the following fees:

Year	Fee
2023	\$175.00
  - 3.2 Unpaid fees will result in termination of the agreement.
4. **Hours of Operation** – The hours shall conform to Village Bylaws and other pertinent regulations.
5. **Keep Licenced Area Free and Clear/Care in Use** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent areas and shall personally undertake to be responsible for the due observance of the rules and regulations governing the use of the Licence Area.
6. **State of Licence Area at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the Licence Area and will remove all equipment, chattels, fixtures and other improvements from the Licence Area. The Licensee will leave the Licence Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the Village may do so and recover the expense thereof from the Licensee. All improvements and fixtures remaining on the Licence Area become the sole property of the Village upon termination of this Agreement, without any compensation whatsoever to the Licensee.
7. **Licence Area – Improvements and Maintenance**
  - 7.1 No improvements (temporary or permanent) that require a Regional District of Central Kootenay Building Permit will be constructed within the Licence Area.
8. **Restrictions on Operations**
  - 8.1 Access to the Licence Area is not guaranteed during winter months.
  - 8.2 The Village makes no representations that the lands and road dedications within the Licence



- Area are developed or serviced to any required standard for access or other uses.
- 8.3 Additional conditions of use are listed in **Schedule B**, attached hereto.
- 8.4 The Village retains the right to revoke any permission granted under this Licence at any time where it is found that the use is creating difficulties deemed unacceptable to the Village, including:
- (a) Failure to respect restrictions on the Licence;
  - (b) Concerns with respect to public safety or regulatory infractions reported to the Village by regional, provincial or federal authorities.
9. **Licensee Contact** – The Licensee shall exercise the greatest care in the use and occupation of the Licence Area and adjacent facilities. The following Operation Contact shall personally undertake to be responsible for the due observance of the rules and regulations governing the Licence Area and shall be the main liaison with the Village for purposes of the Operation.
- Roy Ross  
Phone: 250 353 2624  
Email: afull8moon@gmail.com
10. **Village Contact** - In the event that the Licensee needs to contact the Village during the hours of Operation, the Licensee shall contact the Village of Kaslo phone number at (250) 353-2311.
11. **Report of Damages, etc.** – The Licensee shall report any or all damages to Chief Administrative Officer at 250-353-2311.
12. **Non-exclusive Use** – The Licensee agrees that:
- 12.1 The rights granted under this Agreement do not constitute any interest in the Licence Area or entitle the Licensee to exclusive possession of the Licence Area;
  - 12.2 The Licensee's rights under this Agreement are at all times subject to the rights and interest of the Village as owner and possessor of the Licence Area.
13. **No Waste or Nuisance** – The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
14. **Terms and Conditions** – The Licensee will comply with all the terms, conditions, rules or regulations that the Village may from time to time impose in respect of the use and administration of the Licence Area. The Licensee acknowledges that the fact that the Licence is granted by the Village does not excuse the Licensee from obtaining building permits, development permits, business licences and other required permissions.
15. **Compliance with Laws** – The Licensee will comply with all laws and regulations pertaining to its use and occupation of the Licence Area.
16. **Inspection by the Village** – The Village may review and inspect the Licence Area and the Operation which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
17. **No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.
18. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and the Village will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the Licence Area except in the case of negligence or wilful act or omission by the Village, its employees, agents or invitees.
19. **Indemnity** – The Licensee will indemnify and save harmless the Village and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from this Licence or any occurrence on or around the Licence Area during the term of this Licence, or by use or occupancy of the Licence Area by the Licensee or any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors or agents for whom the Licensee is responsible save and except as may be caused by the negligence of other users of the Licensed Area or of the Village and its elected officials, employees and agents. This indemnity will survive the expiry or sooner termination of this Agreement.
20. **Release** – The Licensee hereby releases and forever discharges the Village, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the *Property Law Act* (collectively "Claims"), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the Licence Area,



the expiry or termination of this Licence, the exercise by the Village of any of its rights under this Licence or from or in any way connected with the Licensee's use of the Licence Area, except claims arising from the exclusive negligence of the Village.

21. **Insurance** – During the term of this Agreement, the Licensee will carry public liability insurance, in a form and with an insurer acceptable to the Village, insuring the Licensee and the Village under this Agreement in an amount not less than \$5,000,000.00 per occurrence, and any other type of insurance that the Village may reasonably require. The Licensee will provide the Village with proof of insurance at the time of execution of this Agreement and must ensure that the Village receives a copy of each insurance renewal certificate.

22. **Cancellation and Early Termination** – The Village may terminate this Licence, without cause and without notice, if the Licensee breaches any of the terms or conditions of this Licence and may enter into possession of the Licence Area and retain all monies received by the Village under this Licence and may recover all fees, costs, losses and damages due under this Agreement by suit or otherwise.

23. **Notices** – Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may provide in writing to the other pursuant to the provisions of this paragraph.

All notices to the Village must be marked to the attention of the Corporate Officer.

A notice will be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or 3 days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if delivered by hand or sent by facsimile transmission.

24. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the Village's rights and powers in the exercise of its functions pursuant to the *Community Charter* and *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the Licence Area, all of which may be fully and effectively exercised in relation to the Licence Area as if this Agreement had not been fully executed and delivered.

25. **Severance** – If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.

26. **Further Actions** – Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

27. **Waiver or Non-action** – Waiver by the Village of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the Village to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.

28. **Reference** – Every reference to a party is deemed to include the heirs, executors, administrators, successors, servants, employees, agents, contractors and officers of such party wherever the context so requires or allows.

29. **Freedom of Information** – The Licensee acknowledges that the Village is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Village may be required by law to disclose information relating to the Licensee and this agreement.

### 30. **General**

31.1 This Agreement will bind and benefit each party to this Agreement, and its respective corporate successors;

31.2 The Schedules attached to this Agreement form part of this Agreement;

31.3 This Agreement constitutes the entire agreement between the parties and may not be amended except by agreement in writing signed by all parties to this Agreement;

31.4 Time is of the essence of this Agreement;

31.5 This Agreement must be construed according to the laws of the Province of British Columbia.



# LICENCE OF OCCUPATION

## Agreement for the temporary use of municipal lands

Whenever the singular or masculine is used in this licence, the same shall be deemed to include the plural or the feminine, or the body politic or corporate, also the heirs, executors, administrators, successors or assigns of the parties hereto (where the context or the parties so require).

IN WITNESS WHEREOF the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**Village of Kaslo**  
by its authorized signatory

WITNESS

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**Kaslo RC Club**  
by its authorized signatory

WITNESS

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:







#### **Schedule B**

#### CONDITIONS OF USE

- The Kaslo RC Club will be able to use the Western half of the Kaslo Aerodrome Runway during daylight hours.
- Any protective barriers, warning sign, or any items used during flying sessions must be portable and removed at the end of the flying session.
- A portable 2-way aircraft radio and a licensed radio operator must be present during all flying sessions.
- Kaslo RC Club must adhere to all MAAC and DOT rules and be in control of flight line, pit area, parking area and spectator area.
- All RPAS shall give way to all full size aircraft and be on the ground when a full size aircraft is landing, taking off or on the runway. In unforeseen situations where there is no time for the RPAS to get back on the ground safely before a full size aircraft must land then RPAS are to fly far to the south of the runway out of the flight and landing path of the full size aircraft.
- MAAC shall provide insurance as they have in the past.
- Any damage to Kaslo Aerodrome property or infrastructure shall be reported to the Village of Kaslo office immediately.