COR/2016/03912

September 15, 2016

Dear [REDACTED]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File #: TW/054/2016)

On July 21, 2016, the Department of Transportation and Works received your request for access to the following records:

- And and all communications to and from the minister's office relating to air services. July 8-15, 2016, inclusive.

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Works to provide access to 14 pages of the 54 page document. In particular, access is granted to the following records:

- Responsive emails from July 8th, 2016

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Disclosure harmful to the financial or economic interests of a public body

35. (1) (f) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose: positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations.

P.O. Box 8700, St. John’s, NL, Canada, A1B 4J6
As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 729-5303 or by email at michellemurray@gov.nl.ca.

Sincerely,

Michelle Murray
ATIPP Coordinator
Department of Transportation and Works

Enclosures
Disclosure harmful to the financial or economic interests of a public body

35. (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

(a) trade secrets of a public body or the government of the province;

(b) financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value;

(c) plans that relate to the management of personnel of or the administration of a public body and that have not yet been implemented or made public;

(d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

(e) scientific or technical information obtained through research by an employee of a public body, the disclosure of which could reasonably be expected to deprive the employee of priority of publication;

(f) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the government of the province or a public body, or considerations which relate to those negotiations;

(g) information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body; or

(h) information, the disclosure of which could reasonably be expected to be injurious to the ability of the government of the province to manage the economy of the province.

(2) The head of a public body shall not refuse to disclose under subsection (1) the results of product or environmental testing carried out by or for that public body, unless the testing was done

(a) for a fee as a service to a person or a group of persons other than the public body; or

(b) for the purpose of developing methods of testing.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days
   (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
   (b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to
   (a) a request that is disregarded under section 21;
   (b) a decision respecting an extension of time under section 23;
   (c) a variation of a procedure under section 24; or
   (d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days
   (a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
   (b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
Attached is a copy of an agreement that was used to establish terms and conditions for use of Clarenville Airstrip for motorsport events. In this case, the agreement covered a multi-year term and a fee structure was in place.

Others permitted to use the airstrip without a fee include:
- DND - air cadet glider flying operations.
- Triple Bay R/C Flyers Club – operating remote control aircraft.
In these cases, approval was given in the form of a letter with specific conditions including appropriate insurance.

A request from a private company to use the airstrip for helicopter flight training in 2013 was refused because it was felt this type of training did not require an airstrip and other areas were available.

The latest request is for weekend motorsport events from a “not-for-profit” organization.

Things to consider:
- What types of activity should be permitted?
- Should fees be charged for certain activities?
- What are the minimum insurance requirements?
- What procedures need to be in place for issuing NOTAM’s, providing security, etc.?
- What procedure should be in place to monitor and respond to emergency use of the airstrip (air ambulance, water bombers, emergency landings)?

A standard MOU or Permit to address these issues would be useful.

Glen Groves, P. ENG.
Regional Director
Department of Transportation and Works
3 Duffitt Place Clarenville, NL A5A 1E9
t (709) 466-4132, f (709) 466-4048

As discussed this morning, there have been a number of requests to use TW owned airstrips for various activities – such as community events and drag racing.

This email is to work towards a common MOU with requirements, fees, responsibilities etc to allow third party useage. It is somewhat comprehensive (I believe we have a 12 page document used byu some regions) which give clear
direction re operational and other specifications such as NOTAMs. There is no standard MOU nor set daily/weekly fees but we agree there should be.

Anyone willing to take on? Any advice?

Max Harvey
Assistant Deputy Minister
Department of Transportation and Works
Government of Newfoundland and Labrador

W: (709) 729-2767
C: (709) 727-1586
F: (709) 729-3440
THIS AGREEMENT made this day of February, Two Thousand and Eleven

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, as represented herein by the Minister of Transportation & Works (hereinafter called "the Minister")

OF THE FIRST PART

AND

NEWFOUNDLAND RACEWAY LIMITED, a body corporate Incorporated under the laws of the Province of Newfoundland (hereinafter called "the Corporation")

OF THE SECOND PART

WHEREAS the Corporation has requested permission to organize, promote and conduct public motorsport events (hereinafter referred to as the "Motorsport Events" at Clarenville (Gull Pond) Airstrip, in the Province of Newfoundland (hereinafter referred to as the "Airstrip").

AND WHEREAS the Minister agrees to such Motorsport Events on the Terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the charges, fees, covenants, provisions and conditions hereinafter reserved and contained, the parties hereto agree as follows:

1. DEFINITIONS

The words "Airstrip Manager" shall mean the person holding that position, or acting in the capacity, of the airstrip Manager of the Airstrip for the time being, and if no person has been designated as the Airstrip Manager of the airstrip, then the words "Airstrip Manager" shall mean the person designated by the Minister from time to time as being responsible for the management and control of the Airstrip, and of any facilities or premises located on or adjacent to the airstrip, or operated in connection with or ancillary to the Airstrip;

The words "Motorsport Events" shall mean quarter mile drag racing events and such other events involving motor vehicles as the Minister may approve in writing.
2. **RIGHTS AND PRIVILEGES**

The Minister grants to the Corporation:

(a) the right and privilege, subject to the terms and conditions hereof, to operate Motorsport Events on, and for that purpose for itself, its servants, agents and invitees to enter upon, that part, shown in Schedule A hereto (and hereafter referred to as the “Licensed Area”) of the land held by the Minister in connection with the Airstrip, shown in Schedule B hereto.

(b) the Corporation acknowledges that the Licensed Area forms part of, and is used as, an operating aerodrome and that the rights and privileges hereby granted are subject in all respects to any requirement respecting such use and such rights and privileges are further subject to any other concurrent use by any party that is not inconsistent with the rights and privileges hereby granted.

(c) in exercise of the rights and privileges hereby granted the Corporation may in connection with such Motorsport Events maintain and operate on such locations within the Licensed Area as may be designated by the Airstrip Manager, as raceways, vehicle parking lots, display and concession booths, stands, platforms, fences, facilities and structures as the Airstrip Manager may approve in writing and on the terms of any such written approval.

(d) **TERM OF AGREEMENT**

The term of this Agreement shall expire on November 1, 2016.

If the Corporation is not in default under this Agreement the Corporation shall leave an option to renew this agreement for a further term of 5 years on the same terms and conditions, except as to consideration payable for the rights and privileges under clause 6 hereof, which shall be as determined by the Minister, but which shall not for the initial year of the renewal term be more that 10% greater that the rent provided for under clause 6 and shall not for subsequent years of the renewal term be more that 10% greater than for the previous year of the renewal term and except also as to this renewal option, with subsequent renewal, if any, to be as may be agreed between the parties.
The Corporation shall give to the Minister notice in writing of its intention to exercise the renewal option at least 3 months prior to the expiration of the term. The Minister shall, if requested by the Corporation at any time within 3 months prior to the time for the Corporation giving notice of renewal, advise the Corporation of such consideration for the renewal term.

(e) CANCELLATION

The Corporation may terminate this Agreement, or any renewal thereof, at any time during the term thereof by providing one month written notice of such termination to the Minister.

The Minister may terminate this Agreement, or any renewal thereof, with cause, on the provision of one (1) month’s written notice to the Corporation.

The Minister may terminate this Agreement, or any renewal thereof, without cause on the provision of six (6) months written notice to the Corporation.

In addition to the above where, in the opinion of the Minister, the carrying on of Motorsport Events hereunder unduly interferes with the operation and use of the airstrip, and its present or future facilities, as an aerodrome, the Minister may in his sole and absolute discretion order the Corporation to immediately cease operations. The cessation of operations shall continue until the order aforesaid is cancelled by the Minister. The determination of whether or not an activity unduly interferes with the operation and use of the airstrip is reserved to the Minister in his sole and absolute discretion.

No claims for costs, damages, expenses or otherwise be had by either party for actions taken in furtherance of this subsection.

(f) NUMBER OF MOTORSPORT EVENTS ANNUALLY

The Corporation may in each year of the term, during the period between June 1st and October 31st (“the Season”) conduct motorsport events during ten weekends.

For the purposes of this clause 5, a weekend will comprise Saturday and Sunday and also the preceding Friday or succeeding Monday if it is a provincial statutory holiday.

At least one month prior to the start of each season the Corporation shall propose weekends, up to the maximum of ten, on which it would, subject to the approval of the Minister, hold motorsport events in that season. If a proposed weekend is not approved, the Corporation may propose, for approval, an alternative.
6. CONSIDERATION FOR RIGHTS AND PRIVILEGES

In consideration of the rights and privileges hereby granted, the Corporation shall pay to the Minister, during the term of this Agreement, in lawful money of Canada:

(a) The sum of $1200.00 on the 1st day of June, July, August, September and October.
(b) The sum of $100.00 on the 1st day of all other months.

7. PAYMENT BY APPLICANT

The Corporation shall make all payments hereby required to be paid by the Corporation to the Newfoundland Exchequer Account and delivered to:

Department of Transportation and Works
Attention: Deputy Minister
P.O. Box 8700, St. John's, NL
A1B 4J6

at the times and in the manner in this Agreement set forth, without any abatement or deduction whatever.

8. ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

The Corporation shall not construct or erect any buildings or other structures or improvements on the Licensed Area without first obtaining the written approval of the Minister for such construction or erection, and of plans showing the design and nature of construction of such buildings, structures or improvements and their proposed location, and all such buildings, structures or improvements shall be constructed and thereafter maintained by and at the cost and expense of the Corporation to the satisfaction of the Minister. The Minister may make an approval subject to conditions, including the condition that on termination of this Agreement such building or structure shall become the property of the Minister.

If, at any time during the term of this Agreement, the Corporation defaults in its obligation of maintaining the said land and the said building, structures and improvements, and every one of them in accordance with the requirements of this Agreement, the Airstrip Manager may give written notice, specifying in what respect such maintenance is deficient, to the Corporation. If within fifteen (15) days from the giving of such notice the default specified in such notice has not
been remedied or if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right the Corporation has not commenced, or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airstrip Manager, the Minister may perform such maintenance, at the cost and expense of the Corporation, it being expressly understood and agreed that the Minister shall not be under any obligation to perform any maintenance during the term of this agreement.

9. **RESTORATION ON TERMINATION**

On termination of this Agreement or any renewal thereof, including by expiry of the term, the Corporation shall forthwith remove from the Licensed Area all buildings, structures, erections, supplies, articles, equipment, materials, effects and things at any time brought or placed thereon by the Corporation, (except in so far as the term of approval of the Minister with respect thereto provide otherwise) and shall also, to the satisfaction of the Minister, repair all and every damage and injury occasioned to the lands and premises of the Minister by reason of the presence thereof or of such removal or in the performance thereof. The Minister may deem anything not removed, as required by this clause, to be abandoned and may then dispose of such items, or assume title to them, as the Minister deems appropriate.

10. **CONCURRENT USE OF AN AERODROME**

The Corporation agrees and acknowledges that its use of the Licensed Area and the carrying out of the Motorsport Events is concurrent with the use of the Airstrip as an aerodrome and that such use as an aerodrome shall in all respects have priority over the rights and privileges granted under this Agreement in so far as use as an aerodrome involves use by a water bomber or for other fire fighting use, use by an air ambulance or for other medical use, or use for emergency landings by an aircraft.

In recognition of such concurrent use as an aerodrome, the Corporation shall comply with all requirements of the Minister of Transport Canada, including but not limited to:

(a) the Corporation shall issue, or take steps for the issuing of, Notices of Airmen (NOTAMs) with respect to any and all periods when use of the Airstrip as an aerodrome is or will be affected by a Motorsport Event or other activities carried out pursuant to this Agreement or is affected by damage or destruction, consistent with Ministry of Transport policy and requirements respecting NOTAMs.
(b) the Corporation shall have in operation at the Airstrip at all times when the Airstrip is affected by a Motorsport Event or other activities carried out pursuant to this Agreement a radio, attended by a licensed operator, for communication respecting a requirement to use the airstrip as an aerodrome. Such radio shall be approved for the purpose by Industry Canada. Copies of such Industry Canada approval and the operator’s license shall be provided to, and approved by, the Airport Manager prior to holding any Motorsport Event.

(c) after receiving notice that the Airstrip is required for use as an aerodrome by a water bomber or for other fire fighting use, use by an air ambulance or for other medical use of for an emergency landing by an aircraft, the Corporation shall leave the runway and related facilities ready and available for the use of aircraft.

i) in the case of an emergency landing, 10 minutes after receiving such notice, and

ii) in the case of use by a water bomber or for other fire fighting use or by an air ambulance or for other medical use, 30 minutes after receiving such notice.

(d) if the runway or other facilities or equipment related to use of the Airstrip as an aerodrome are damaged or destroyed by an activity in any manner connected to exercise of the rights and privileges of the Contractor under this Agreement then,

i) in the case of damage or destruction to, or that affects, the aviation lighting system, the Corporation shall effect repairs to replacement prior to darkness, and

ii) in the case of other damage or destruction, the Corporation shall immediately notify the Airstrip Manager and shall effect repairs or replacement as soon as is reasonably possible, and in any event within 5 days of the occurrence of such damage or destruction, and

iii) the Corporation shall remove rubber buildup after each Motorsport Event, if necessary, to a condition suitable to the Airport Manager and/or Transport Canada.

11. **MAINTENANCE OF LICENSED AREA**

The Corporation shall promptly clean up the Licensed Area after each Motorsport Event including removing rubber buildup on the Licensed Area, as noted in clause 10(d)(iii) above, after each weekend of Motorsport Events to the satisfaction of the Airport Manager and/or Transport Canada.

The Corporation shall ensure that all spectators to the Motorsport Events leave the Licensed Area immediately at the conclusion of each Motorsport Event.
12. SERVICES AND UTILITIES

The Minister does not leave available at the Airstrip, for use of the Corporation, water, sanitary sewerage or storm sewerage or electrical service.

The Corporation shall make its own arrangements with respect to such systems and services and any other systems or services it requires.

The Corporation shall submit to the Airstrip Manager for approval plans for any such systems or services it wishes to install or provide, and shall not proceed with such installation or provision until it has received approval from the Airstrip Manager.

13. ASSIGNMENT

The Corporation shall not, make any assignment of this Agreement, or transfer any of the rights or privileges hereunder without first obtaining the written consent of the Minister.

14. PURPOSE

The said Agreement is to establish the terms & conditions under which the Corporation is granted the right and privilege by the Minister of using the Licensed Area for the sole purpose of organizing, preparing, promoting and holding Motorsport Events, and shall be used for no other purpose or purposes whatsoever.

15. COMPLIANCE WITH REGULATIONS

(a) The Corporation shall in all respects abide by and comply with all applicable lawful rules, regulations and bylaws of the Federal Government, Provincial Government, Municipal Government or any governing body whatsoever as with all local police, health or fire regulations or bylaws, in any manner affecting the operation of the Corporation hereunder.

(b) The Corporation shall abide by and comply with all regulations regarding fire precautions, traffic control, airstrip security, sanitation and all other regulations relative to the management and operation of the said Airstrip.

(c) The Corporation shall abide by the Air Regulations, including any amendments thereto, and all other regulations and orders that may be made from time to time under the provisions of the Aeronautics Act.

(d) The Corporation shall promptly comply with and undertake all security measures which may be required from time to time to be instituted and observed at or upon the Licensed Area and the Airstrip by the Minister of
Transport for Canada or by the Federal Governor in Council pursuant to the Aeronautics Act, R.S.C. 1985 m c.A-2 (as amended) and/or any regulations made pursuant thereto.

16. LICENSES, PERMITS, ETC.

Prior to commencement of operations hereunder and whenever thereafter required, the Corporation shall procure and maintain, at its own cost and expense, such licenses, permits, or approvals from Federal, Provincial or Municipal government authorities and such private permits, as may be necessary to enable the Corporation to carry on its operations.

17. CLAIM

The Corporation shall have no claim of any kind in respect of loss, injury or damage to property, business, employees, patrons or otherwise howsoever against the Minister, in any manner based upon, arising out of or connected with the existence of this Agreement or anything done or maintained hereunder and notwithstanding that the damage or injury may have been caused in whole or part by the negligence of the Minister or the Minister’s agents, contractors or employees.

The Corporation shall cause every driver, crew member or other person, prior to being involved in carrying out a Motorsport Event, to execute a waiver of claims against the Minister and the Minister’s agents, contractors and employees. The waiver shall be in a form approved by the Airstrip Manager and shall be substantially the same as that set out above in this clause with respect to the Corporation.

18. INDEMNITY

The Corporation shall at all times indemnify and save harmless the Minister and/or any of its officers, contractors, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributed to the execution of this, or any action taken or things done or maintained by virtue in reason the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, contractor, servant or agent of the Minister, while acting within the scope of his or her duties or employment.

19. INSURANCE

The Corporation shall at all time during the term of this Agreement maintain Public Liability and Property Damage Insurance in the minimum amount of five
million dollars ($5,000,000) against personal injury or death and loss or damage to property in a form and with an insurance company or companies satisfactory to the Minister, so as to fully cover the Minister's and the Corporation's liability to any person, firm, association or corporation attributable to the operations of the Corporation hereunder, and evidence of such insurance shall be deposited with the Airstrip Manager prior to the holding of the initial Motorsport Event under this Agreement and a copy of the certificate of insurance evidencing any such policy be provided to the Minister's designate for the purpose of reviewing the terms and conditions of any such policy, namely, the Insurance Division of Treasury Board of the Government of Newfoundland and Labrador. It shall be a term of any such policy of insurance that the Minister be added as a named insured and that it be a requirement of any such policy that thirty (30) days written notice of cancellation of any such policy will be given to the Minister.

20. **REPAIR OF DAMAGE**

The Corporation shall not do, suffer, nor permit to be done any act or thing which may impair, damage or injure the Airstrip, or any part thereof, or any aircraft or other property therein, and if at any time or times during the currency of this Agreement, any damage or injury should be occasioned to the said Airstrip, including any structure on the same, from any cause whatsoever, or to any works or property of the Minister or other users of the Airstrip, on the said Airstrip, by reason of or on account of the operations of the Corporation, or in any action taken or things done or maintained by virtue thereof, then, and in every such case, the Corporation shall, immediately upon notice thereof from the Minister, given in writing, repair, rebuild and restore the same to the entire satisfaction of the Minister, or the Minister may, at the Minister's option, repair such damage or injury, in which case the Corporation shall forthwith pay and reimburse the Minister for all costs and expenses connected therewith or incidental thereto, unless such damage or injury is due to negligence or any officer, contractor or servant of the Minister, while acting within the scope of his or her duties or employment.

21. **NUISANCE**

The Corporation shall not do, suffer or permit to be done any act or thing upon or above the Licensed Area which is or would constitute a nuisance to the occupiers or any lands or premises adjoining or in the vicinity of the Licensed Area or to the public generally.

22. **ENVIRONMENTAL PROTECTION STATUTES**

The Corporation shall accede to and abide by all applicable Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and all applicable Provincial and/or municipal or local environmental Protection Statutes and regulations and by-laws.
23. **POLICE AND FIRE PROTECTION**

The Minister shall not be responsible to the Corporation, or its licenses invitees, servants, contractors, employees or agents for providing the protection to, or policing of, the Licensed Area and any improvements made to the Licensed Area by the Corporation during or before the commencement of this Agreement related to Motorsport Events or for maintaining a security presence at the Airstrip in relation to the Motorsport Events or the improvements made to the Licensed Area by the Corporation.

24. **FIRE PREVENTION**

The Corporation shall, at the expense of the Corporation, take all precautions to prevent fire from occurring in or about the Licensed Area, and shall observe and comply with all laws and regulations in force respecting fires at the Airstrip, and with all instructions given from time to time by the Airstrip Manager with respect to fires and extinguishing of fires.

25. **ADVERTISING AND SIGNS**

The Corporation shall not construct, erect, place or install on the Licensed Area or Airstrip any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airstrip Manager.

26. **SECURITY OF AIRSTRIP PROPERTY**

The Corporation shall put in place security measures to protect the property of the Minister or other users of the Airstrip within the License Area or in other areas of the Airstrip accessible from the Licensed Area, and in particular to protect aircraft at the Airstrip, during and related to Motorsport Events.

The security measures shall be to the satisfaction of, and have prior written approval of, the Airstrip Manager.

27. **PARKING AND ACCESS**

Respecting access to the Licensed Area, the Corporation acknowledges and agrees:

a) that the parking facility it has constructed on the abandoned road site near the Airstrip is meant for temporary use, and that it intends to construct, subject to Clause 8 hereof, a parking area within the Licensed Area.

b) that pedestrians will use the old rail bed for passage between the abandoned road site parking area and the Licensed Area.
c) that no accesses additional to those existing at the date hereon will be made or used on to either Route 230 or Route 230-A in connection with the Licensed Area or the abandoned road site parking area without the express consent of the Airstrip Manager.

28. NOTICES

 Whenever in this Agreement, it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, telegram or facsimile, as follows:

To the Minister: The Honourable the Minister
Department of Transportation & Works
Government of Newfoundland and Labrador
P.O. Box 8700
St. John’s, NL
A1B 4J6

To the Corporation: Newfoundland Raceway Limited
Attention: Managing Director
P.O. Box 922
Mount Pearl, NL
A1H 3C8

Such addresses may be changed from time to time by either party giving notice as above provided.

If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the date received or on the fifth day after it was mailed by registered mail, whichever is the earlier.
SIGNED by the Honourable the Minister and the Seal of the Department of Transportation & Works was hereunto affixed in the presence of:

Witness

The Honourable the Minister

THE CORPORATE SEAL of Newfoundland Raceway Limited was hereunto affixed in the presence of:

Newfoundland Raceway Limited