

G. L. W.

Bylaw No. 7907

Bylaw to authorize a Memorandum of Understanding and a land lease with the Government of Canada for the provisions of aviation services required to operate the Edmonton Municipal Airport.

WHEREAS the City operates the Edmonton Municipal Airport and,

WHEREAS the Government of Canada requires land and buildings in order to provide aircraft directional services at the Edmonton Municipal Airport and,

WHEREAS the Government of Canada wishes to enter into an operating agreement for the provision of aviation services necessary to operate the Edmonton Municipal Airport and,

WHEREAS Section 116 of the Municipal Government Act, Chapter M-26, R.S.A. 1980, requires a Bylaw to authorize the making of an agreement between the City of Edmonton and the Government of Canada for the performance of any matter considered by the Council and the Government of Canada to be of benefit to both parties;

NOW THEREFORE the Municipal Council of the City of Edmonton, duly assembled, enacts as follows:

1. The lease between the Government of Canada and the City of Edmonton which is attached hereto as Appendix "A" and forms part of the bylaw, is hereby approved.
2. The Memorandum of Understanding between the Government of Canada and the City of Edmonton which is attached hereto as Appendix "B" and forms part of the bylaw, is hereby approved.

Read a first time this 26 day of NOVEMBER 1985;

Read a second time this 26 day of NOVEMBER 1985;

Read a third time and finally passed this 26 day of NOVEMBER 1985.

THE CITY OF EDMONTON

APPROVED:

As to Form

J. Muller
City Solicitor

As to Content

Samuel H. ...
Head of Department

MAYOR

As to Principle

J. ...
City Manager

ASSISTANT

CITY CLERK

THIS LEASE made in quadruplicate this day of , A.D. 1985.

BETWEEN

THE CITY OF EDMONTON
A Municipal Corporation
as represented by the Edmonton Municipal Airport
(hereinafter called the "Lessor")

AND

HER MAJESTY THE QUEEN as represented
herein by the Minister of Transport,
(hereinafter called the "Lessee")

WITNESSETH THAT THE FOLLOWING AGREEMENT:

Premises

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept, observed and performed, the Lessor has demised and leased and by these presents does demise and lease to the Lessee and the Lessee hereby takes and hires from the Lessor those premises in the City of Edmonton described as follows:

a. Air Traffic Control Tower and the following land:

All that part of Block X in the Hudson's Bay Company's Reserve, Plan 7541 A.H., City of Edmonton as outlined in red as per attached Schedule 1.

Together with such fixtures and fittings as may be attached thereto.

b. Aviation Weather Services Facilities located in the Edmonton Municipal Airport Terminal Building, namely 101.447 square meters of office space on main floor as outlined in red as per attached Schedule 2.

Suitable land and facilities for the siting of meteorological and climatological data acquisition equipment. The siting of such equipment shall be prescribed by the Atmospheric Environment Service and once determined shall not be changed or degraded without good cause and without concurrence of the Lessee.

c. Site for the Lessee's Radio Transmitter Building and associated antennae on the following land:

All that land part of the southwest quarter (S.W. 1/4) of Section eighteen (18), Township fifty-five (55), Range twenty-four (24), West of the 4th Meridian, comprising an area of twenty thousand (20,000) square feet, more or less, on Dwg. NO. P-AL-29-18, dated Ottawa, April 29, 1970, as outlined in red, as per attached Schedule 3.

- d. Edmonton Municipal Middle Marker Site - Runway 34, on the following land:

Lots 231 to 234 inclusive, Block 11A, Hudson's Bay Reserve, City of Edmonton, as outlined in red as per attached Schedule 4.
- e. Edmonton Municipal Instrument Landing System (ILS), as leased by Agreement on Schedule "A1" of the noted agreement dated November 1979, from Canadian National Railway Company to The City of Edmonton, land as outlined in red as per attached Schedule 5.

Term

2. This Lease commences on the 1st day of December, 1985 and continues until the 30th day of November, 1990, for a term of five (5) years and shall have subsequent renewal terms of five (5) years thereafter. This lease will be automatically renewed if written notice is not provided by either party within six (6) months of the termination date.

Rent

3. As rental for the premises and land, the Lessee agrees to pay to the Lessor during the term of this Lease the nominal sum of One (\$1.00) Dollar, which the Lessor acknowledges receipt of.
4. The Lessee covenants with the Lessor during the duration of this Lease as follows:
 - a. to use the premises for use in connection with providing without restricting the following airport navigation services, surveillance, communication and weather services.
 - b. not to use the premises or permit them to be used for any purpose which may render the insurance on the building void or voidable or which might cause the premiums for such insurance to be increased.
 - c. not to use the premises and not to do or permit to be done anything on the premises which may be deemed a nuisance or which may be contrary to any of the laws of Canada or of the Province of Alberta, or any Bylaw of the City of Edmonton; and to comply with all regulations and bylaws relative to the management and operation of the Edmonton Municipal Airport including such as will come into force from time to time; and all reasonable rules and regulations whether temporary or permanent issued from time to time by the Airport Manager;
 - d. this lease, the leased premises or any part thereof, may not be assigned or sublet without the consent in writing of the Airport Manager being first had and obtained, consent will not be unreasonably withheld; PROVIDED HOWEVER, that notwithstanding the fact that such consent has been given to any assignment or sub-lease, the Lessee shall remain liable under this Lease to the Lessor for the observance of the other terms and conditions hereof;

- e. not to make any alterations or additions to the premises without the prior consent of the Lessor, whose consent will not be unreasonably withheld, and to maintain the premises and fixtures or fittings therein clean and in good repair, reasonable wear and tear only excepted and to deliver them up in such condition at the termination of this lease;
- f. unless prohibited by an official of the Lessee due to reasonable security concern, to permit the Lessor's agents at all reasonable times to enter and view the state of repair of the premises and to promptly repair and maintain any excessive damage in accordance with any notice so to do given by the Lessor or its agents; PROVIDED FURTHER that the making of any repairs by the Lessor shall not relieve the Lessee from the obligation to repair and leave the premises in good repair;
- g. not to damage the premises or the building, and, in particular, not to deface or damage any walls, ceilings or Lessor's fixtures and to indemnify the Lessor against any and all loss, costs or damage arising out of such defacing or damaging and to pay the Lessor such costs on demand;
- h. unless prohibited by an official of the Lessee due to reasonable security concern, to permit the Lessor's agents to enter the premises in case of emergency and, at all reasonable times, for the purpose of ascertaining that the provisions of this Lease are being faithfully observed and to make such emergency repairs as the Lessor may deem necessary for the safety and security of the building;
- i. not to erect or cause to be erected, or affix or maintain any signs on the premises without the Lessor's agents prior consent in writing, whose consent will not be unreasonably withheld; any such signs also to be approved in writing by the Lessor's agents as to design, size, content and location;
- j. to indemnify and hold the Lessor harmless from any and all claims, liabilities, losses or causes of action which may arise out of the leasing out of the premises and the operation of the Lessee's activities therefrom and, in particular, to assume all risk of loss or injury to property or person with respect to all the customers, employees and persons coming upon the premises at the instance of or with the knowledge or consent of the Lessee, with the exception of such loss or injury as may be due to the negligence of the Lessor, its servants or agents;
- k. in the event of an action being brought against the Lessee and the Lessor or on any claim in respect to which under the terms hereof the Lessor is entitled to protection or indemnity, to assume the defence thereof, in the name of the Lessor, when applicable, upon notice of such action and to pay all costs and judgements which may issue thereon;

1. the Lessee shall provide and maintain air navigation electronics systems for:

i. Instrument Landing System Serving Runway 16-34

Glidepath equipment, building and related antennas and masts. (On Airport)
(Schedule 5)

Localizer equipment, building and related antennas and masts. (On Airport)
(Schedule 5)

Runway visual range equipment and related mounting structures. (On Airport)
(Schedule 5)

Middle Marker equipment and building. (Off Airport)
(Schedule 4)

Outer Marker equipment and building. (Off Airport)
(Schedule 6)

Back Course Marker equipment and building (Off Airport)
(Schedule 7)

ii. Transmitter Site:- Schedule 3

Transmitter building, transmitting equipment and related antennas and masts as required for air traffic control purposes at Edmonton Municipal Airport.

iii. Control Tower: Schedule 1

Communications equipment and surveillance systems as required for air traffic control purposes at Edmonton Municipal Airport.

iv. Weather Services: Schedule 2

Equipment, instrumentation and communication systems necessary for specified weather service.

m. the Lessee will abide by and comply with all regulations regarding fire precautions, sanitation and all other regulations and bylaws relative to the management and operation of the Airport including such as come into force from time to time;

5. The Lessor hereby covenants with the Lessee as follows:

a. to permit the Lessee so long as it complies with its covenants, to use the premises without interference from the Lessor or those lawfully claiming under it;

- b. to maintain at no cost to the Lessee the Weather Services area within the Terminal Building and the Air Traffic Control Tower in good and tenantable repair and to supply at no cost to the Lessee janitorial services, heat, electricity, water and other utilities, with the exception of those circumstances when the provision of such utilities is beyond the Lessor's control;
 - c. to provide at no cost to the Lessee day to day building maintenance requirements within the Terminal Building leased area and the Control Tower as reported by the Lessee;
 - d. to provide at no cost to the Lessee renovation or new construction to accommodate required equipment to provide air traffic and weather services upon receipt of twenty-four (24) month notice from the Lessee;
 - e. to perform at no cost to the Lessee ground maintenance and snow clearing to protect the operating of electronic and meteorological systems in accordance with requirements identified by the Lessee;
 - f. to provide at no cost to the Lessee electrical power to all on airport navigation, weather service and communication areas as requested by the Lessee.
 - g. Parking
 - i. to provide at no cost to the Lessee twelve (12) parking stalls at the Air Traffic Control Tower and two (2) parking stalls at the Terminal Building complete with adequate electrical outlets.
 - ii. the Lessee will supply requirements for increasing or decreasing the above mentioned number of parking stalls for the approval of the Airport Manager.
 - h. to provide and maintain clear access to the leased premises.
6. Upon termination of this Lease the Lessee grants to the Lessor the first right to purchase the improvements constructed by the Lessee at fair market value on the demised land created by the Lessee, but excluding machinery and special equipment installed therein; and if the parties cannot agree as to the fair market value of the said improvements constructed by the Lessee, then the parties agree that the arbitration provisions of the Arbitration Act of the Province of Alberta shall apply and the value shall be conclusively determined there by, both parties to be bound by the results. If the Lessor desires to purchase the improvements constructed by the Lessee, the Lessor shall give written notice not later than the date of termination of the Lease.
7. PROVIDED ALWAYS and it is hereby agreed as follows:

The Lessor may determine this Lease and re-enter the said premises in the event that the Lessee shall substantially breach any of the covenants herein and refuse to remedy the default within a reasonable time.

8. PROVIDED FURTHER:

- a. if the Lessee remains in possession of the premises after the expiration of this Lease, the Lessee shall be regarded as holding over at the same terms, conditions and rental fee as contained herein. Provided, that if no agreement as to the new term, conditions and rental fee is concluded to the satisfaction of the parties, either side may upon serving of thirty (30) days written notice to the other determine the tenancy;
- b. the Lessee does hereby accept this Lease to the premises to be held by it as Lessee subject to the covenants, conditions and restrictions herein set forth;
- c. any notices to be given under this Lease shall be deemed to have been received by the addressee seventy-two (72) hours after the same has been mailed in a prepaid envelope by single registered mail addressed to the Lessee at the following address:

Regional Administrator
Western Region
Transport Canada
9820 - 107 Street
Edmonton, Alberta
T5K 1G3

or to the Lessor at:

Office of the Airport Manager
Edmonton Municipal Airport
101 Airport Road
Edmonton, Alberta
T5G 0W6

- 9. Should any provisions of this Lease in any way contravene the laws in force in the Province of Alberta it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though the said provision had not been included.
- 10. This indenture embodies the entire agreement between the parties with respect to the leasing of the premises by the Lessor to the Lessee, and supersedes and replaces any previous agreements made and entered into between the parties, except the Memorandum of Understanding dated the day of , 1985.
- 11. Everything herein contained shall insure to the benefit of and be binding upon the parties hereto, their successors and assignee respectively.

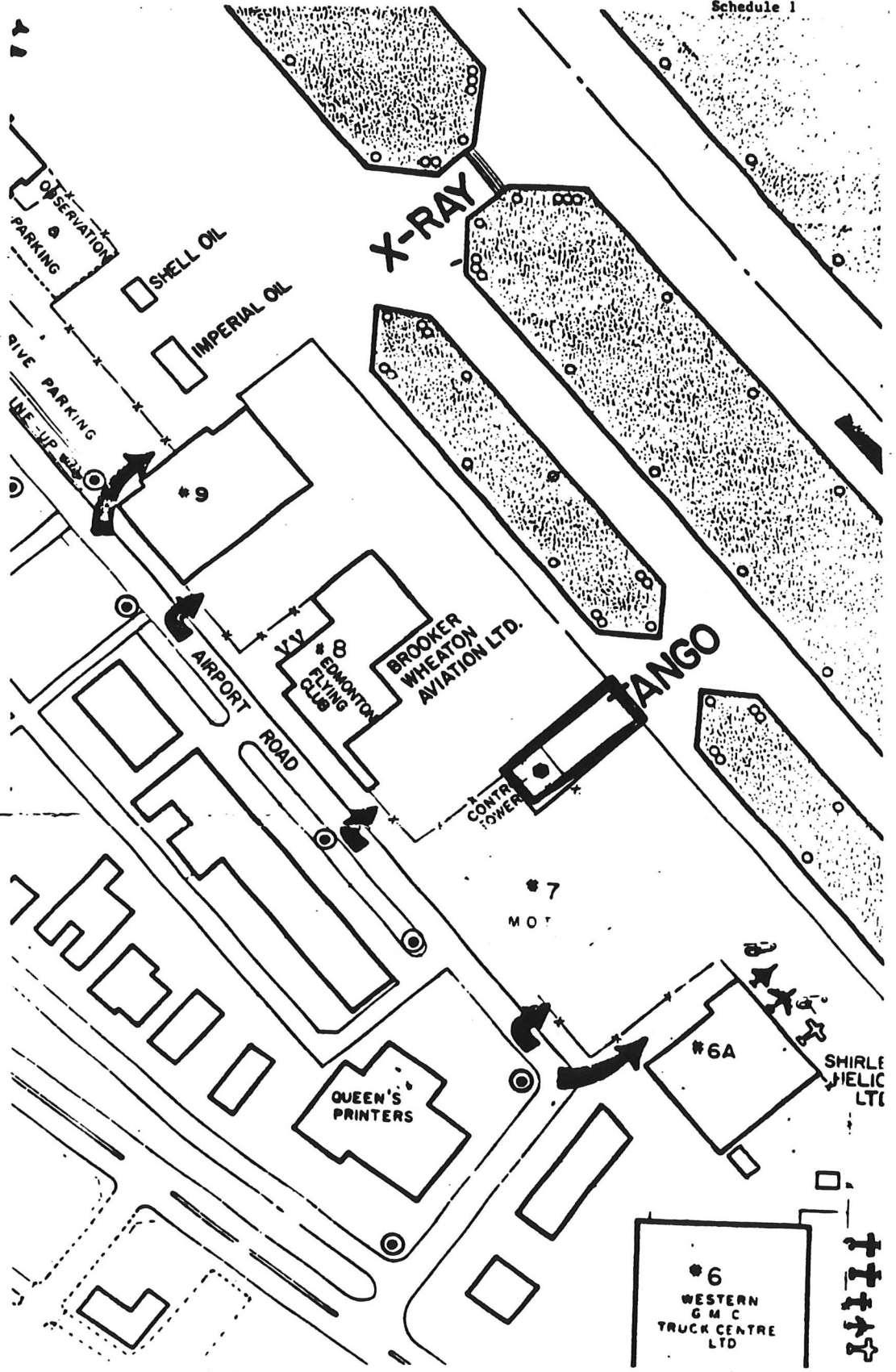
EXECUTED by the parties hereto the day and year first above written.

THE CITY OF EDMONTON

MAYOR

CITY CLERK

HER MAJESTY THE QUEEN
represented herein by
The Minister of Transport



OBSERVATION
PARKING

SHELL OIL

IMPERIAL OIL

X-RAY

LINE-UP ROAD

AIRPORT ROAD

EDMONTON
FLYING
CLUB

BROOKER
WHEATON
AVIATION LTD.

TANGO

CONTROL
TOWER

#7
MOT

QUEEN'S
PRINTERS

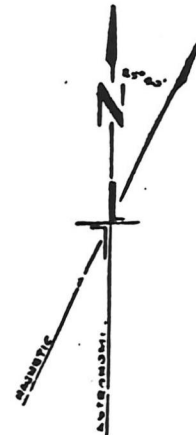
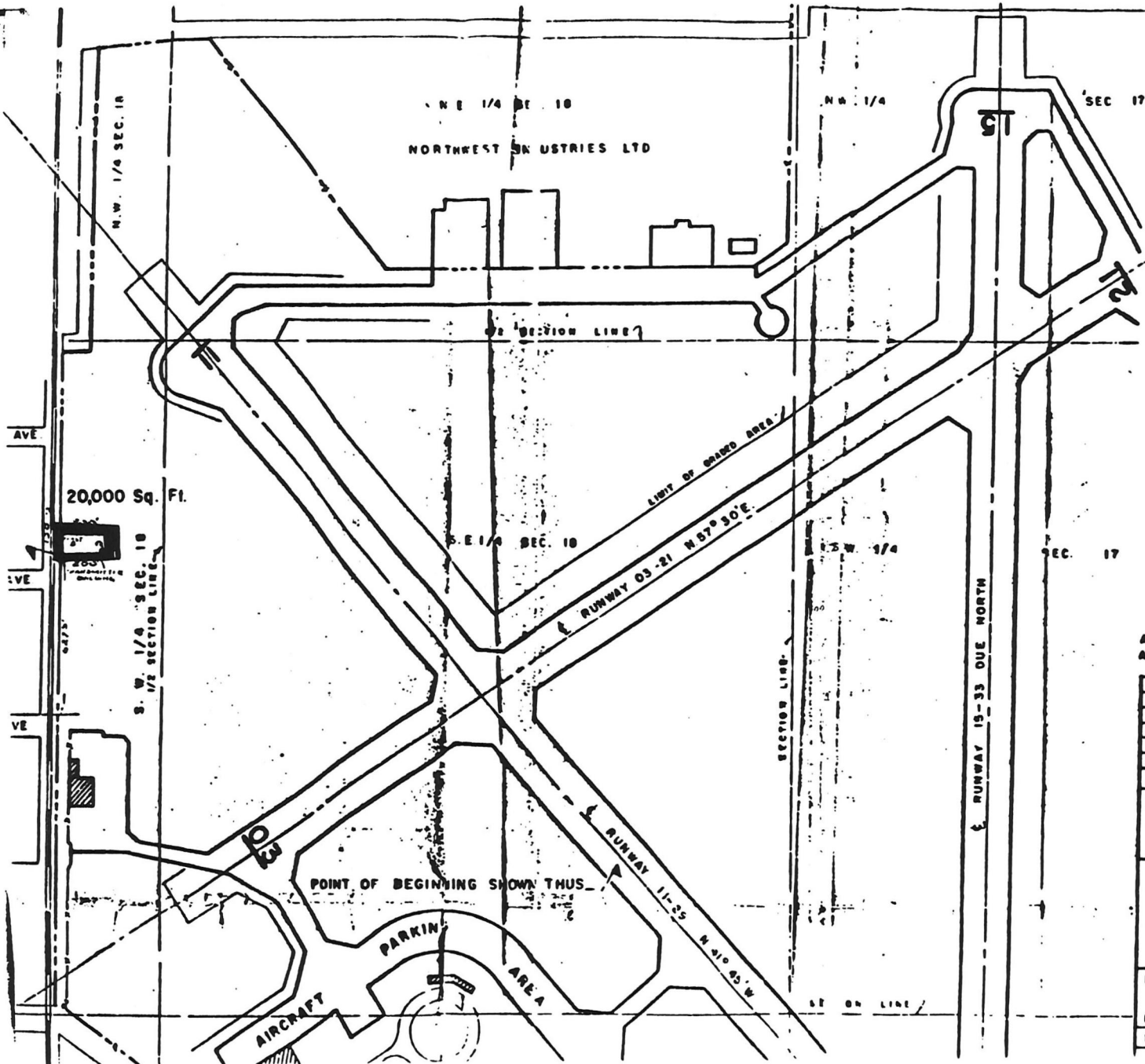
#6A

SHIRLEY
HELICOPTERS

#6
WESTERN
G M C
TRUCK CENTRE
LTD

Schedule 3
PROVINCE OF ALBERTA

PART OF S.W. 1/4 SEC. 18
 TWP. 55, RGE. 24, W. 4 M.
 CITY OF EDMONTON



ALL BEARINGS ARE ASTRONOMIC
 AIRPORT BOUNDARY

DATE	REVISION	APP'D

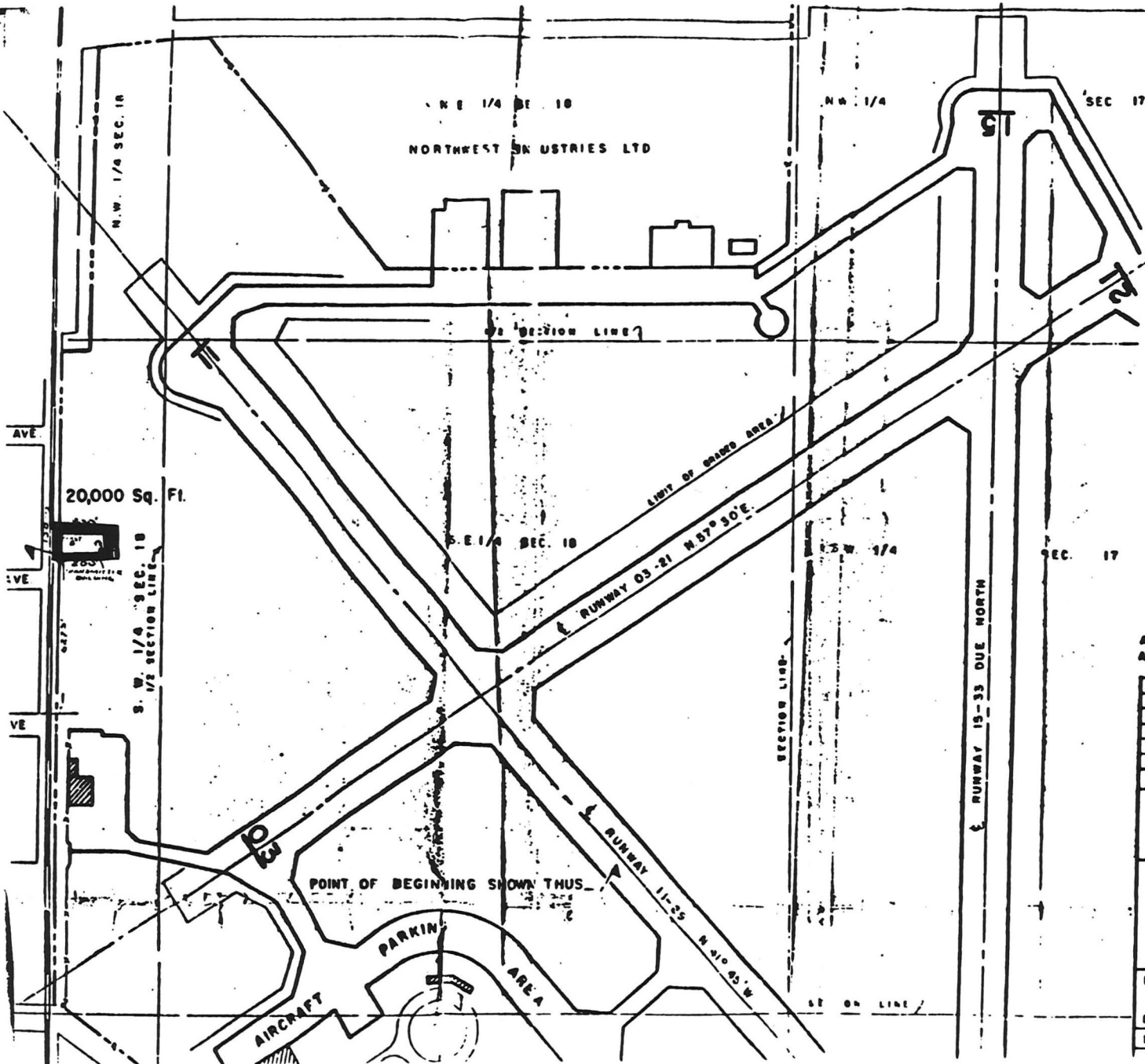
CANADA
TRANSPORT - AIR SERVICES
 CONSTRUCTION ENGINEERING & ARCHITECTURAL BRANCH

EDMONTON, ALTA.
 PLAN SHOWING AREA LEASED TO
HER MAJESTY THE QUEEN
 OUTLINED RED

DRAWN BY M. J. CHECKED BY [Signature]	OFFICE OF CHIEF ENGINEER
PASSET III	SCALE 1" = 400'
DATE 07/24/70 APRIL 25, 1970	

Schedule 3
PROVINCE OF ALBERTA

PART OF S.W. 1/4 SEC. 18
 TWP. 55, RGE. 24, W. 4 M.
 CITY OF EDMONTON

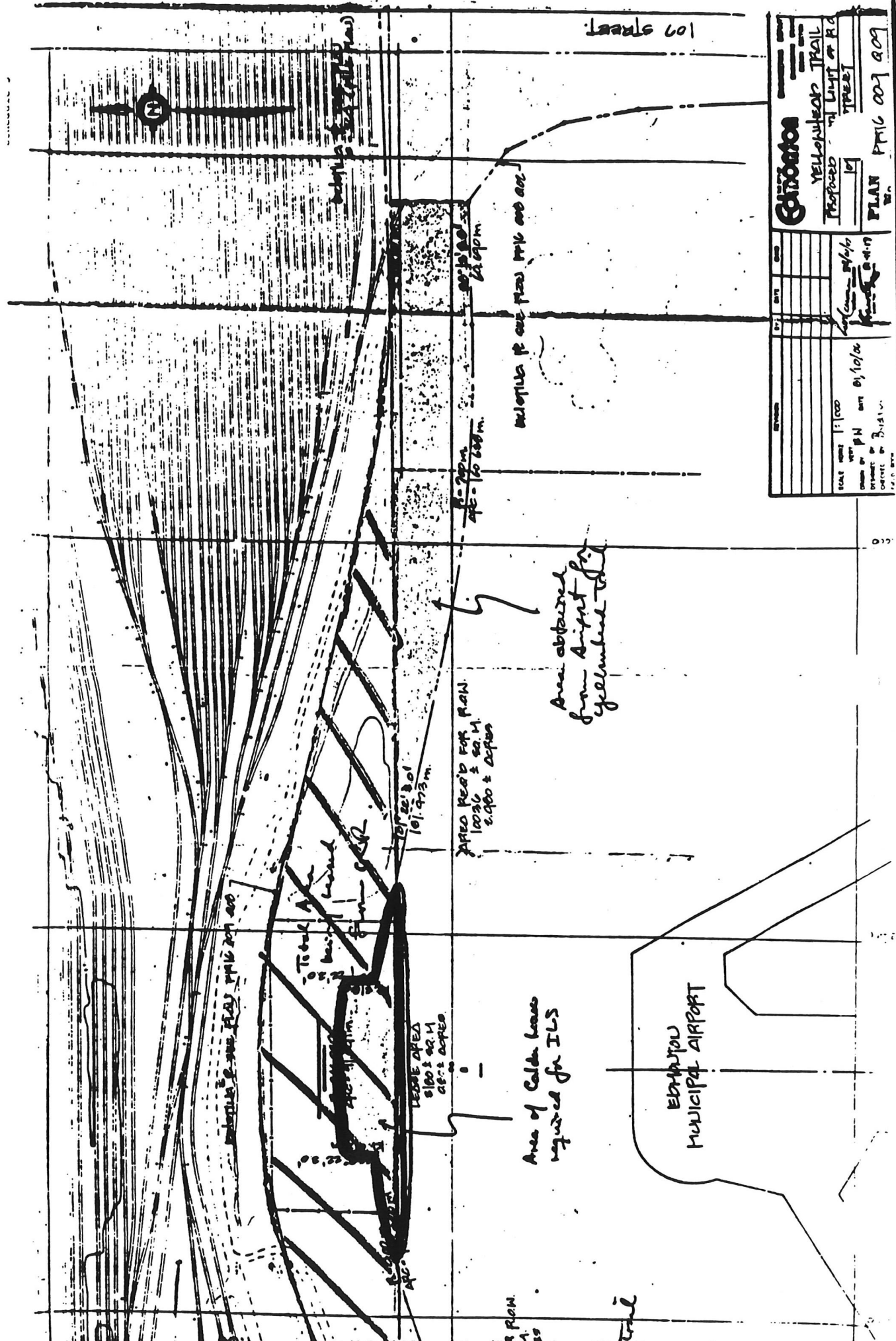


ALL BEARINGS ARE ASTRONOMIC.
 AIRPORT BOUNDARY

DATE	REVISION	APP'D
CANADA TRANSPORT - AIR SERVICES CONSTRUCTION ENGINEERING & ARCHITECTURAL BRANCH EDMONTON, ALTA. PLAN SHOWING AREA LEASED TO HER MAJESTY THE QUEEN OUTLINED RED		
DRAWN <i>J.C.M.</i> CHECKED <i>J.C.M.</i> PASSED BY DATE (TTW) APR. 25, 1970	OFFICE OF CHIEF ENGINEER SCALE 1" = 400'	

EDMONTON, ALTA





101 STREET

N

Area obtained from Airport for yellowhead trail

AREA RECD FOR PLAN
100% ± 0.1 M
2,900 ± 200 M

Total Area
of basic layout
from 101-973 m

TERRACE AREA
8100 ± 0.1 M
48 ± 200 M

Area of Calden houses
required for ILS

EDGEMOOR
MUNICIPAL AIRPORT

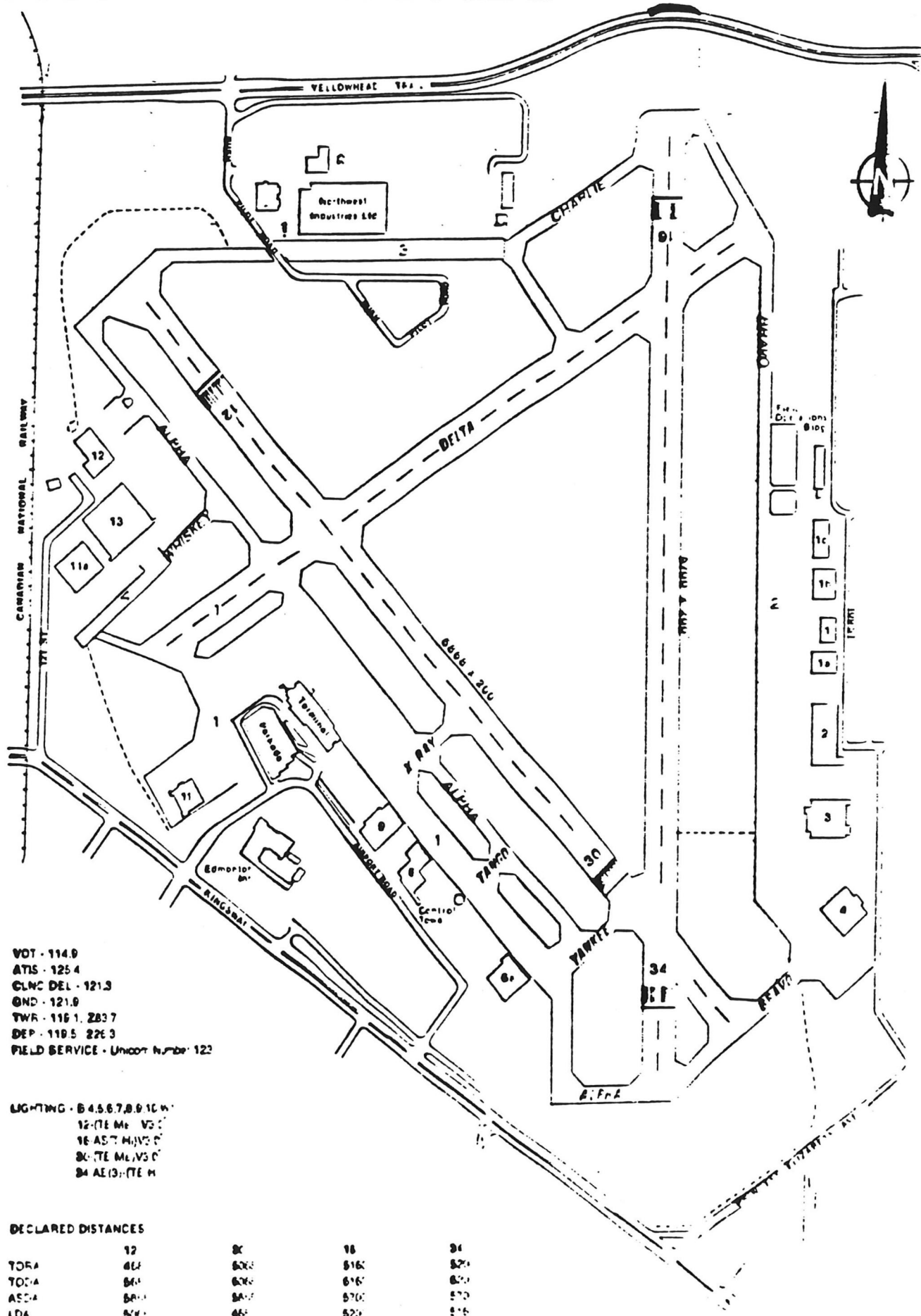
P. PLAN
11/00

Trail

		YELLOWHEAD TRAIL Prepared by UNIT OF R.C.
SCALE 1:1000 DATE 01/10/00	DRAWN BY J.N. CHECKED BY B. S. 11/00	PLAN P116 007 909

EDMONTON MUNICIPAL AIRPORT

AIRSIDE FEATURES



VOT - 114.9
 ATIS - 125.4
 CLNC DEL - 121.3
 GND - 121.0
 TWR - 118.1, 223.7
 DEP - 119.5, 226.3
 FIELD SERVICE - Unit Number 123

LIGHTING - B 4.5, 6.7, 8.9, 10 W
 12- (TE ML, VS C)
 16- (AST ML, VS C)
 20- (TE ML, VS C)
 24- (3) - (TE M)

DECLARED DISTANCES

	12	34	18	34
TORA	464	604	616	674
TDCA	644	604	616	674
ASDA	644	644	670	670
LDA	644	644	670	670

EDMONTON, ALTA

Map Code

WILHELM
HARVEY
PARK

STA

HEIGHTS

University of Alberta
Experimental Farm

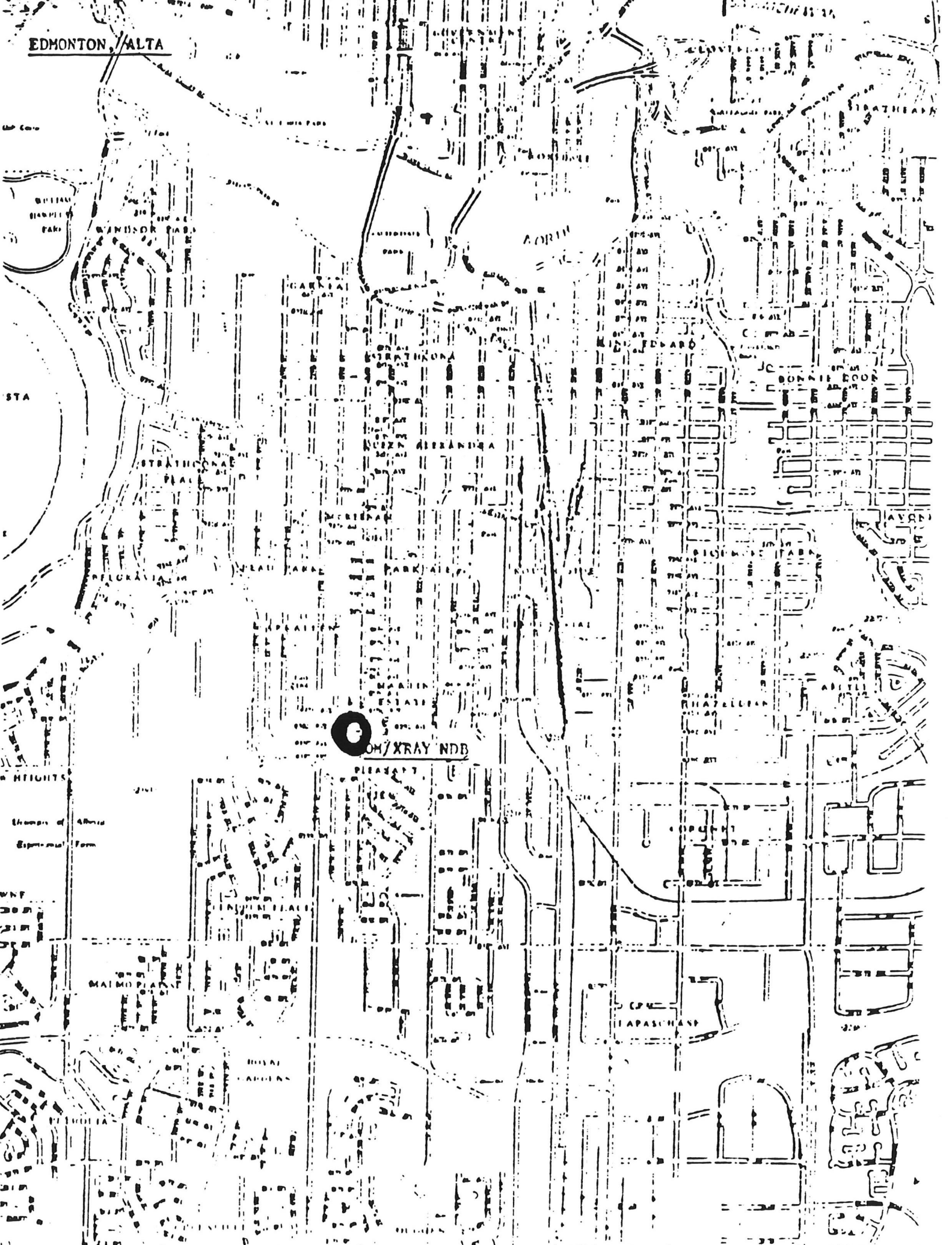
UNIVERSITY
STATION

MALMOSE

WILHELM
HARVEY
PARK

WILHELM
HARVEY
PARK

OM/XRAY NDB



EDMONTON, ALTA

0.4M

TF 54 R 24 W 4M

TF 54 R 24 W 4M

TF 1

1 BM/XD NDB

W 4M.

TF 54 R 24 W 4M

TP.

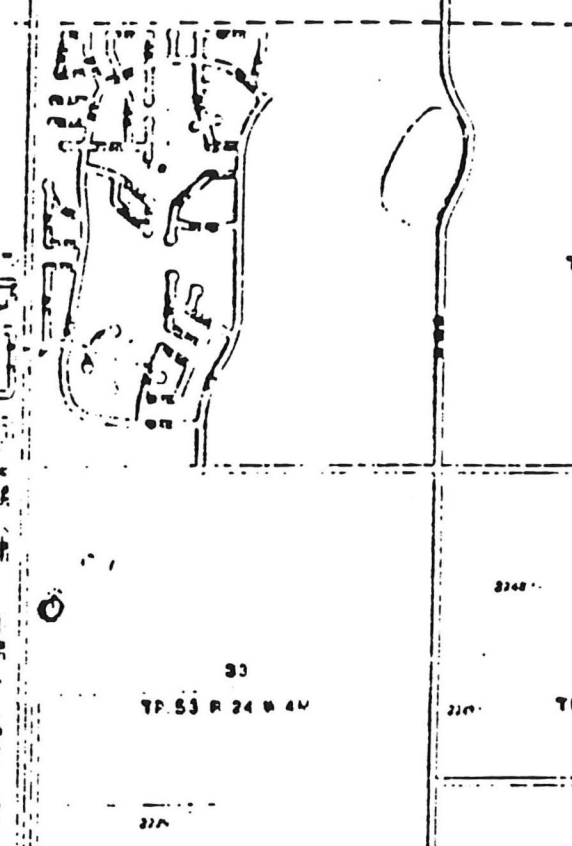
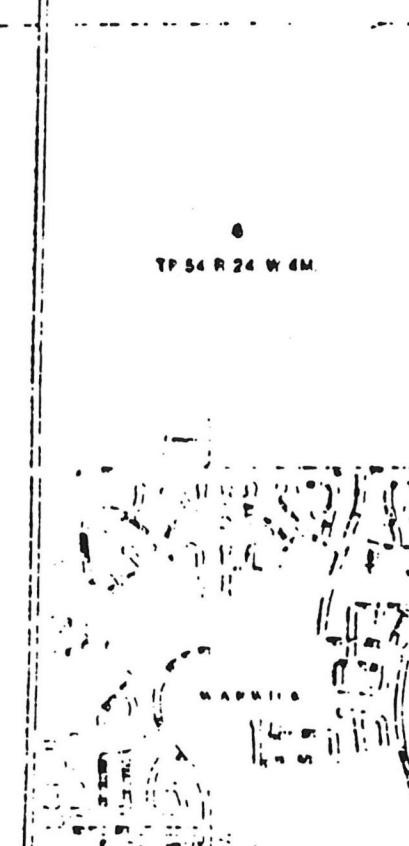
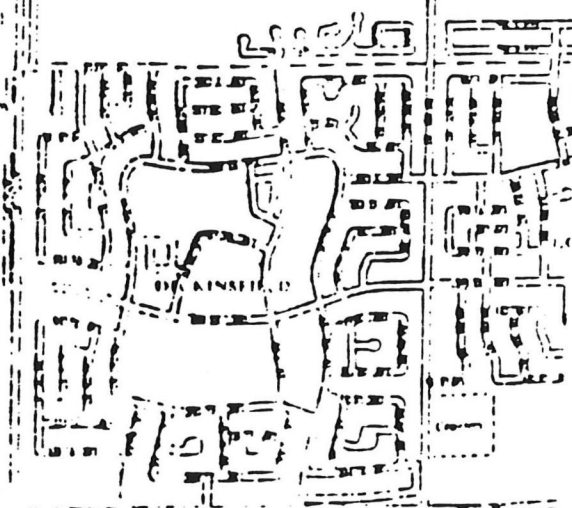
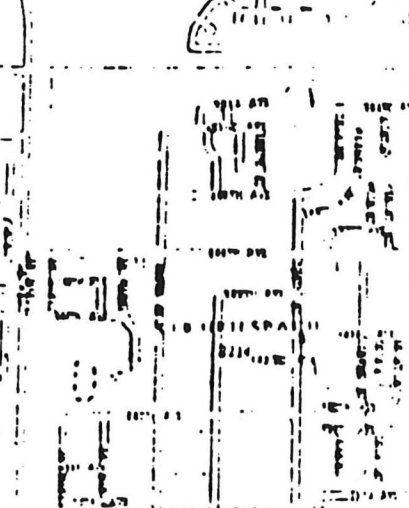
33
TP 53 R 24 W 4M

3148

310 TP

317

W 4M



MEMORANDUM OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE
CITY OF EDMONTON ("CITY")

AND: HER MAJESTY THE QUEEN IN RIGHT OF
CANADA REPRESENTED HEREIN BY THE
MINISTER OF TRANSPORT ("MINISTER")

PREAMBLE

Whereas:

- a. The City owns and operates the Edmonton Municipal Airport located in the City of Edmonton; and
- b. The Minister owns and operates the Edmonton International Airport and the Villeneuve Airport in the vicinity of the City of Edmonton; and
- c. The Edmonton Area Aviation System Master Plan 1972 identified certain requirements for the Edmonton International Airport, the Edmonton Municipal Airport and the Villeneuve Airport, and these requirements were reaffirmed by the Edmonton Area Aviation Master Plan 1981; and
- d. The Edmonton Area Aviation Master Plan 1981 recommended that the roles of the airports should remain as defined in the Edmonton Area Aviation Systems Master Plan 1972; and

Whereas:

- e. It is imperative to maintain a safe and efficient aviation system; and
- f. A requirement exists for the establishment and maintenance of the orderly development of aviation in the Edmonton area; and
- g. The operating programs for the Edmonton Area Airports have identified capital improvements which require a time commitment for implementation and amortization of incurred costs;

- h. The Minister is authorized to enter into this Memorandum of Understanding pursuant to the Aeronautics Act. R.S., c.2, s.1.
- i. The City is authorized to enter into this Memorandum of Understanding pursuant to Bylaw #7907 required by Section 116 of the Municipal Government Act of Alberta, Chapter M-26, R.S.A. 1980.
- j. The Minister and the City wish to identify certain responsibilities which each is prepared to undertake.

Now Therefore the Parties Agree As Follows:

1. AIRPORT ROLES

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To maintain the Edmonton Municipal Airport as a special purpose airport. Both fixed wing and rotary winged aircraft shall provide the aviation service from the Airport. Authorized special purposes include airline passenger service for flights operating from a community within Alberta before arrival at Edmonton Municipal Airport or for flights with initial destination in a community within Alberta after departure from Edmonton Municipal Airport. Other special uses of the Edmonton Municipal Airport include but are not limited to operations such as charters; aerial ambulance; aerial construction, reconnaissance and advertising; and aerial application and distribution; and
- ii. To ensure that the role of the Edmonton Municipal Airport does not conflict with the roles of the Edmonton International Airport or the Villeneuve Airport; and
- iii. To encourage flying training operations and recreational flying to utilize Villeneuve Airport and to prohibit ab initio flying training at the Edmonton Municipal Airport.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To maintain the Edmonton International Airport as the major air carrier airport in the Edmonton Area, serving International, Transborder and Domestic passenger and cargo traffic; and
- ii. To maintain and to improve the Villeneuve Airport as a safe aviation environment to meet the needs of flying training and recreational flying; and

- iii. To ensure that the roles of the Edmonton International Airport and the Villeneuve Airport do not conflict with the role of the Edmonton Municipal Airport.

2. AIR TRAFFIC SERVICES

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To provide the Minister with an air traffic control tower which meets the Minister's requirements, at no cost to the Minister. The conditions of the air traffic control tower and related land shall be described in the terms of a lease executed between the City and the Minister; and
- ii. To modify, expand or reconstruct the air traffic control tower, at a cost borne by the City, upon receipt of twenty-four month advance notice by the Minister for the accommodation of required equipment to provide air traffic services; and
- iii. To reserve the land area identified by the Airport Land Use Plan for future control tower construction until such time as construction is required or the land is released by notification from the Minister.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To provide air traffic services at the Edmonton Municipal Airport at no cost to the City. This service to be consistent with the Minister's requirements; and
- ii. To provide the Edmonton Municipal Airport with twenty-four month advance notice of required modifications, expansion or reconstruction of the control tower; and
- iii. The Minister reserves the right to withdraw air traffic services at the Edmonton Municipal Airport should the City allow structures to be built on or off airport property that would adversely affect the provision of safe air traffic services.

3. ELECTRONIC NAVIGATION, COMMUNICATIONS, AND SURVEILLANCE EQUIPMENT

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To provide, at no cost to the Minister, the electrical power required to operate and maintain the on airport navigation, communication and surveillance equipment owned and maintained by the Minister that is required for the operation of the Edmonton Municipal Airport. The provision of this service including back-up sources are to be consistent with the Minister's requirements and standards; and
- ii. To provide, at no cost to the Minister, all lands required to construct buildings or facilities to accommodate electronic equipment consistent with the navigation, communication, and surveillance systems requirements of Edmonton Municipal Airport. The lands for on airport facilities shall be described in the terms of a lease executed between the City and the Minister. The lands for off airport facilities shall be identified in the City's Land Use Bylaw with a special purpose zoning designation where appropriate. The properties will have covenants placed against the land titles by the City to protect their intended use; and
- iii. To permit access by the Minister's servants, employees, agents, contractors, subcontractors, and other such subjects to all equipment and buildings owned or maintained by the Minister at the Edmonton Municipal Airport; and
- iv. To consult with the Minister prior to approving the construction of any structure on or off airport property that may adversely affect the safe operations of the electronic navigation surveillance and communication system at the Edmonton Municipal Airport;

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To provide, at no cost to the City, all electronic landing aid systems and other electronic aids and equipment necessary to ensure the safe and efficient operation and control of aircraft at the Edmonton Municipal Airport in accordance with the Minister's requirements and standards; and
- ii. To provide maintenance, at no cost to the City, of all electronic equipment and buildings provided and/or installed by the Minister; and
- iii. To advise airport management in advance of any requirement to access secured airport property for the purpose of monitoring or maintaining equipment owned by the Minister; and
- iv. To provide on an ongoing basis a proposed long term improvement plan developed through joint reviews outlining the replacement, upgrading and major modification of the electronic aids and systems required to operate Edmonton Municipal Airport.

4. WEATHER SERVICES

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To provide, at no cost to the Minister, facilities, utilities and associated accomodation services, necessary for the provision of prescribed Weather Services. The requirements and conditions of providing the such land, facilities and services shall be specified in the terms of a lease to be executed between the City and the Minister.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To provide, at no cost to City, Weather Services consistent with the Minister's level of service requirements and established aviation weather standards; and
 - ii. To provide, at no cost to the City, statistical weather and climatological data necessary for effective operation and planning of airport programs.
 - iii. To provide and maintain, at no cost to the City, specialized weather services equipment.
- c. The Minister may enter into agreement with the Atmospheric Environment Service for the provision of specified weather service and in so doing, may assign certain rights and privileges under this agreement.

5. AIRPORT SECURITY

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To voluntarily maintain the Civil Aviation Security Program and the National Airport Policing and Security Program consistent with the Minister's requirements and standards.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To provide specialized security equipment and maintenance of such equipment to ensure that security at Edmonton Municipal Airport meets the Minister's requirements and standards; and
- ii. To provide specialized security services and advisory functions to assist the City to maintain voluntary participation in the Civil Aviation Security Program, and the National Airport Policing and Security Program.

6. AIRPORT CRASH FIRE RESCUE SERVICE

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To provide and operate, at no cost to the Minister, a Crash/Fire/Rescue Service at the Edmonton Municipal Airport that is in accordance with the requirements and standards established by the Minister.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To advise the City of the level of Crash/Fire/Rescue service needed at the Edmonton Municipal Airport necessary to meet the requirements and standards established by the Minister.

7. AIRPORT OPERATIONS

a. The City

hereby agrees and undertakes, subject at all times to the direction of City Council, and subject to the approval of the appropriate bodies where such approval is required:

- i. To operate the Edmonton Municipal Airport in compliance with the airport licence issued by the Minister and in compliance with the requirements and standards identified in the Airport Operations Manual as may be amended from time to time issued by the Minister; and
- ii. To determine the type of aviation activity permitted at the Edmonton Municipal Airport consistent with the role of the Airport and all Airport Policies approved by City Council, and not in conflict with the Minister's authority and responsibilities under the Aeronautics Act.

b. The Minister

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- i. To provide the City with a current and updated Airport Operations Manual that is consistent with the Minister's requirements and standards; and
- ii. To provide, at no cost to the City, consultative services necessary to maintain uniform operating standards at Edmonton Municipal Airport consistent with the requirements and standards at similar airports operated or owned by the Minister; and
- iii. To determine and control the type of aviation activity permitted at the Edmonton International And Villeneuve Airports consistent with the roles of the Edmonton International and Villeneuve Airports and not in conflict with the Minister's authority and responsibilities under the Aeronautics Act.

8. LOCAL OPERATING AGREEMENTS

This Memorandum of Understanding recognizes the need to establish local operating agreements between the Airport Manager for the Edmonton Municipal Airport and the Local Transport Canada Authorities to allow for day to day operating procedures. The local operating agreements include but are not limited to the following:

- i. Production of reports and statistics on Airport operations for Edmonton Municipal Airport.
- ii. Noise Abatement programs for Edmonton Municipal Airport.
- iii. Maintenance schedules for buildings, leased space and specialized equipment.

9. GENERAL

The local operating agreements identified in 8, shall be consistent with the intent of this Memorandum of Understanding, in so far as they do not conflict with the standards and requirements of the Minister and to the directions from City Council.

10. It is recognized by both parties to this Memorandum of Understanding that changes in airport administration and operation such as changes in technology may require amendments to this document. These amendments shall be considered valid if signed by:

The

Regional Administrator,
Western Region,
Transport Canada
9820 - 107 Street,
Edmonton, Alberta
T5K 1G3

Airport Manager,
Edmonton Municipal Airport
101 Airport Road
Edmonton Alberta
T5G 0W6

11. The City shall be responsible for all damage caused by its negligence.
12. The Minister shall be responsible for all damage caused by its negligence.

13. TERMS OF AGREEMENT

This Agreement shall be in effect for a term of five (5) years from the date of signing and shall have subsequent renewal terms of five (5) years thereafter.

This Agreement may be modified upon six (6) months written notice by either party. This Agreement will be renewed automatically if written notice is not provided by either party within six (6) months of the termination date.

14. Unless otherwise specified in this agreement neither party shall assign or subcontract, in whole or in part, any of its rights, privileges and obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.

15. NOTICE

Whenever in this Memorandum of Understanding it is required or permitted that notice or demand be given or served by either person of this Agreement to, or on the other, such notice or demand will be validly given or sufficiently communicated if delivered:

To Minister - Regional Administrator, Western Region
Transport Canada
9820 - 107 Street
Edmonton, Alberta T5K 1G3

To City Airport Manager
Edmonton Municipal Airport
101 Airport Road
Edmonton, Alberta T5G 0W6

16. Such addresses may be changed from time to time by the party giving notice as above provided.
17. 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 day received.
18. MEMBERS OF THE HOUSE OF COMMONS

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

19. MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be deemed to constitute the entire Memorandum of Understanding between the Minister and the City with respect to the subject matter hereof and shall supercede all previous negotiations, representations, and documents in relation hereto made by any party to this Agreement.

20. EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to be an outline of the operating procedures to be undertaken by the Minister and the City, and is not intended to be a legally binding document. Where there is a male, female or corporate person the provisions hereto shall be read with all grammatical changes to gender and number required by the context and all provisions, conditions and obligations shall be deemed joint and several and the invalidity of any clause of these Presents.

21. AGENT

Nothing in these Presents shall be construed to establish any relationship of partnership, agent, principal, employer and employee or master and servant, as between Minister and City.

22. HEADINGS

Any note appearing as a heading in this Memorandum of Understanding has been so inserted for convenience and reference only, and, of itself, cannot define, limit or expand the scope of meaning of the present Memorandum of Understanding or any of its provisions.

23. GOVERNING LAW

This Memorandum of Understanding shall be governed by the law in force in Alberta.

24. TIME OF ESSENCE

For the purposes of this Memorandum of Understanding, time shall be of the essence.

25. FURTHER ASSURANCES

The parties shall do such things; issue such instructions; execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of Memorandum of Understanding in accordance with their true intent.

IN WITNESS WHEREOF the parties hereto have executed
this Memorandum of Understanding the _____
day of _____,

SIGNED, SEALED AND DELIVERED)
by Her Majesty in the)
presence of -)
)
)
)
)
)
_____)

Minister of Transport
Don Mazankowski

SIGNED, SEALED AND DELIVERED)
by ;the City of Edmonton in)
the presence of -)
)
)
)
)
_____)



Mayor
Laurence Decore