

ST. PAUL AIRPORT OPERATING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 _____.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19
of St. Paul, in the Province of Alberta
(hereinafter called "the County")

OF THE FIRST PART

and

THE TOWN OF ST. PAUL
of St. Paul, in the Province of Alberta
(hereinafter called "the Town")

OF THE SECOND PART

WHEREAS the Town and the County jointly own and are desirous of jointly operating the St. Paul Municipal Airport situated on Block 1, Plan 5633RS, SE 11-58-10-W4M;

NOW THEREFORE, the Parties mentioned above hereby agree as follows:

1. The Parties hereto agree that they will and shall jointly operate a municipal airport on the above described lands and that each party shall share equally in revenue and expenses within municipal budget.
2. Until otherwise mutually agreed upon to the contrary by both parties hereto, said airport shall be operated and managed by a Committee to be known as the St. Paul Airport Committee and to be comprised of representatives as follows, namely:
 - Two (2) Councillors from the County of St. Paul No. 19
 - Two (2) Councillors from the Town of St. Paul
 - One (1) person at large appointed by the County of St. Paul, not being a County Councillor
 - Two (2) persons at large appointed by the Town of St. Paul, not being a Town of St. Paul Councillor
3. The Members of the Committee appointed at large shall be appointed from the 1st day of July of each year for a three (3) year term and members will be eligible for reappointment.

4. Any Member of the Committee that could be monetarily affected by a decision of the Committee must declare a pecuniary interest and abstain from discussion and/or voting on the decision. No person shall be ineligible for appointment simply because he has a private hangar and/or operates a private plane on said airport lands.
5. The St. Paul Municipal Airport Committee, hereinafter referred to as "the Committee", shall have the following rights, duties and obligations, namely:
 - (a) duty to operate the St. Paul Municipal Airport on such terms and conditions as set out by the Town of St. Paul and County of St. Paul No. 19, and in accordance with Part 2 of the Canada Transportation Act, 1996, and Air Transportation Regulations as amended;
 - (b) authorization to appoint a Chairman and other officers as the Committee might desire from its own members, and the right to set its own procedural regulations;
 - (c) authorization to enter into agreements on behalf of the two municipalities for leases or other use agreements for the airport;
 - (d) authorization to charge and collect rentals or lease payments as set out in Schedule A, or any other income which might be obtainable from use of airport lands and/or improvements, and to use those amounts for the operation of the airport;
 - (e) obligation to submit a detailed budget of the committee to each Municipal CAO on or before the 1st day of February for approval and inclusion in the budget of each municipality as required. Any expenditures over budget must be approved by both municipalities.
6. In consideration of the mutual covenants herein, the County does hereby agree to waive all assessments and taxes of the runway during the currency of this Agreement.
7. This Agreement may be amended or cancelled only by joint agreement of both Parties hereto, provided however, that either Party hereto may, upon thirty (30) days written request to the other, request a review of the terms of this Agreement, provided however, that no amendment or cancellation shall occur unless both Parties mutually so agree.
8. This Agreement shall be binding upon the Parties hereto for a period of _____ effective _____ 20 _____.

Dated this _____ day of _____, 20 _____

TOWN OF ST. PAUL

PER _____
Mayor

PER _____
Town Manager

COUNTY OF ST. PAUL NO. 19

PER _____
Reeve

PER _____
Administrator