

MEMORANDUM OF AGREEMENT  
FOR FUNDING AIRPORT OPERATIONS

THIS AGREEMENT made effective the 1st day of MARCH, 2017

AMONG:

**TOWN OF PEACE RIVER**

PO Box 6600

Peace River, AB T8S 1S4

(hereinafter referred to as "Peace River")

OF THE FIRST PART

- and -

**MUNICIPAL DISTRICT OF PEACE NO. 135**

PO Box 34

Berwyn, AB T0H 0E0

(hereinafter referred to as "MD of Peace")

OF THE SECOND PART

- and -

**COUNTY OF NORTHERN LIGHTS**

PO Box 10

Manning, AB T0H 2M0

(hereinafter referred to as "Northern Lights")

OF THE THIRD PART

- and -

**NORTHERN SUNRISE COUNTY**

PO Bag 1300

Peace River, AB T8S 1Y9

(hereinafter referred to as "NSC")

OF THE FOURTH PART

(Whereby Peace River will be referred to as the "Town" and MD of Peace, Northern Lights, and NSC are hereinafter collectively referred to as the "Partners")

**WHEREAS** the Town of Peace River owns the Peace River Airport and Airport facilities; and

**WHEREAS** the Partners receive both direct and indirect benefits from the Airport and Airport facilities, in recognition of these benefits the Partners have agreed to provide funding toward the Operations and Maintenance of the Airport and Airport facilities by the Town of Peace River.

**NOW THEREFORE BE IT RESOLVED** that the parties to this Agreement covenant and agree as follows:

1. This Agreement provides funding for a portion of Operational and Capital expenditures related to the Peace River Airport.
2. This Agreement will commence on 1 January 2017 and terminate on 31 December 2019.

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3. The Partners will pay to the Town of Peace River collectively 54.16% of \$700,000. (NSC 27.5%, CNL 21.66% and MD of Peace 5%) annually towards the Operational and Capital expenses of the Peace River Airport.
4. The amounts will increase by the Alberta Cost of Living each year.
5. Advancement of funds set out in Section 03 of this Agreement shall be made by approximately January 31 in each year of the Agreement, upon receipt of invoice.
6. The parties agree to meet before the end of November each year to provide an update on the previous year's expenditures as well as the upcoming year's operations, capital projects and budget.
7. The parties may, by mutual agreement in writing, terminate this Agreement in full or in part. Notice to terminate this Agreement must be made before June 30 and the termination will take effect December 31 of that same year.
8. The Town of Peace River is deemed to be the operator of the Airport facilities.
9. Where such risk exists, the Town of Peace River shall maintain Public Liability and Property Damage Insurance in an amount similar to that which would be carried by a prudent operator of a like facility, insuring its liability resulting from accidents and error in the provision of services under this Agreement.
10. The Town of Peace River shall indemnify and hold harmless the Partners, their employees and agents from any and all claims, demands, actions, and costs that may arise, directly or indirectly, out of any act or omission of the Town of Peace River, its employees or agents, in the performance by the Town of Peace River of this Agreement. Such indemnification shall survive termination of this Agreement. The Partners shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Town of Peace River, its employees or agents in the performance of this Agreement.
11. This Agreement shall not be assigned without the written consent of the Partners respective Council representatives.
12. It is agreed that this written document contains the entire Agreement of the parties in regard to the matters dealt with and that no understandings or Agreements, verbal or otherwise, exist between the parties except as expressly set out.

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In witness whereof the parties have affixed their hands and corporate seals this 1st day of MARCH, 2017.

**TOWN OF PEACE RIVER**

SEAL

T. Topping  
Mayor  
Cheryl Park  
CAO

**MD of PEACE No. 135**

SEAL

Michael King  
REEVE  
Lyle McKen  
CAO

**COUNTY OF NORTHERN LIGHTS**

SEAL

Anderson  
REEVE  
Van Oort  
CAO

100

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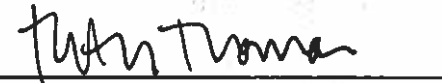
COUNTY OF NORTHERN SUNRISE

SEAL



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REEVE



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CAO

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