

CITY OF CASTLEGAR

BYLAW NO. 789

A Bylaw to authorize the imposition of fees and charges and the letting of leases at the Castlegar Airport

WHEREAS the City of Castlegar, has by Bylaw No. 776, being the Castlegar Airport Acquisition Bylaw, entered into an agreement with Her Majesty the Queen in Right of Canada for the transfer of the Castlegar Airport,

AND WHEREAS, pursuant to Section 928 (3) of the *Municipal Act*, the Council may by bylaw provide for the operation, maintenance and management of property acquired, held or used as an airport,

AND WHEREAS, pursuant to Section 928 (4) of the *Municipal Act*, the Council may by bylaw charge and collect a fee or rent for the use of any space in or portion of, or the use of property acquired under Section 928, and make agreements with other persons for the leasing or subletting of the property;

NOW THEREFORE, the Council of the City of Castlegar, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as ~~A~~Castlegar Airport Fees Bylaw No. 789, 1996~~@~~.
2. For the purposes of this bylaw the ~~AA~~Airport Manager~~@~~ shall mean the person appointed as such by the Council of the City and any person delegated to assist him in carrying out his duties under this bylaw.
3. The fees for use of the Castlegar Airport terminal building or Castlegar Airport property shall be shown on Schedule ~~AA~~@ which is attached to and forms part of this bylaw.
4. The agreement for Air Carrier Use shall be Schedule "B" which is attached to and forms part of this bylaw.
5. This bylaw shall come into full force and take effect and be binding on all persons as and from January 1, 1997.

READ A FIRST TIME on the 8th day of October, 1996.

READ A SECOND TIME on the 22nd day of October, 1996.

READ A THIRD TIME AND PASSED on the 5th day of November, 1996.

ADOPTED on the 19th day of November, 1996

Mike O'Connor
Mayor
Dianne Hunter
City Clerk

SCHEDULE “A” TO CASTLEGAR AIRPORT FEES BYLAW NO. 789

CASTLEGAR AIRPORT FEES

Note: Fees do not include GST unless otherwise noted

1. AIRCRAFT LANDING FEES

The charges for aircraft landing fees based on per 1,000 kg., or fraction thereof, of maximum take-off weights are as follows:

1.1 Domestic Flights

Effective Date	Jan. 1, 2002	Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007
Minimum	18.99	20.56	20.97	21.39	21.82	22.25
<= 21,000 kg	4.09	4.43	4.52	4.61	4.70	4.80
Fr 21,000 to 45,000 kg	5.25	5.68	5.79	5.91	6.03	6.15
> 45,000 kg	6.14	6.65	6.78	6.92	7.06	7.20

1.2 International Flights

Effective Date	Jan. 1, 2002	Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007
Minimum	18.99	20.56	20.97	21.39	21.82	22.25
<= 21,000 kg	5.30	5.74	5.85	5.97	6.09	6.21
Fr 21,000 to 45,000 kg	7.30	7.90	8.06	8.22	8.38	8.55
> 45,000 kg	9.83	10.64	10.85	11.07	11.29	11.52

1.3 **Piston Engine Aircraft** – Piston engine aircraft are exempt from these fees.

2. GENERAL TERMINAL FEES

2.1 Domestic Flights

Seating Capacity (Passenger Seats)

Effective Date	Jan. 1, 2002	Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007
0 – 9	13.92	14.72	15.01	15.31	15.62	15.93
10 – 15	27.37	28.89	29.47	30.06	30.66	31.27
16 – 25	42.19	44.53	45.42	46.33	47.26	48.20
26 – 45	73.95	78.06	79.62	81.21	82.84	84.49
46 – 60	105.61	111.48	113.71	115.98	118.30	120.67
61 – 89	169.09	178.49	182.06	185.70	189.42	193.20
90 – 125	232.60	245.53	250.44	255.45	260.56	265.77
126 – 150	274.87	290.15	295.95	301.87	307.91	314.07
151 – 200	380.58	395.17	409.76	417.96	426.32	434.85
201 – 250	496.27	523.79	534.27	544.95	555.85	566.97
251 – 300	613.27	647.36	660.31	673.51	686.98	700.72
301 – 400	729.57	770.12	785.52	801.23	817.26	833.60
> 401	898.72	948.68	967.65	987.01	1,006.75	1,026.88

2.2 International Flights

Effective Date	Jan. 1, 2002	Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007
0 – 9	31.77	33.54	34.21	34.90	35.59	36.30
10 – 15	63.52	67.05	68.39	69.76	71.15	72.58
16 – 25	97.77	103.20	105.26	107.37	109.52	111.71
26 – 45	171.25	180.77	184.39	188.07	191.83	195.67
46 – 60	244.65	258.25	263.42	268.68	274.06	279.54
61 – 89	391.54	413.30	421.57	430.00	438.60	447.37
90 – 125	538.41	568.34	579.71	591.30	603.13	615.19
126 – 150	636.27	571.64	583.07	594.73	606.63	618.76
151 – 200	881.02	929.99	948.59	967.56	986.91	1,006.65
201 – 250	1,150.32	1,214.26	1,238.55	1,263.32	1,288.58	1,314.35
251 – 300	1,419.43	1,498.33	1,528.30	1,558.86	1,590.04	1,621.84
301 – 400	1,688.64	1,782.51	1,818.16	1,854.52	1,891.61	1,929.45
> 401	2,080.18	2,195.81	2,239.73	2,284.52	2,330.21	2,376.82

3. **AIRCRAFT PARKING FEES**

3.1 **Aircraft Parking**

Aircraft Weight	Daily Fee	Monthly Fee	Annual Fee
< 2,000 kg	6.57	52.74	333.51
Fr 2,000 to 5,000 kg	6.57	52.74	400.19
Fr 5,000 to 10,000 kg	11.63	235.79	-
Fr 10,000 to 30,000 kg	21.51	438.68	-
Fr 30,000 to 80,000 kg	33.33	675.00	-
Fr 80,000 to 100,0000 kg	50.30	1,012.89	-
Fr 100,000 to 200,000 kg	81.98	1,688.23	-
Fr 200,000 to 300,000 kg	117.49	2,363.41	-
> 300,000 kg	151.63	3,038.94	-

3.2 **Long Term Parking**

Long-term parking must be arranged through the Airport Manager's office.

4. **AIRPORT PASSENGER FACILITY FEE**

Each departing enplaned passenger (DEPAX passenger) shall be required to pay a Passenger Facility Fee (PFF) in the amount of \$7.00, not including GST. The PFF will be applied under the terms and conditions of the Memorandum of Agreement between the Air Transport Association of Canada and Signatory Air Carriers and Castlegar Municipal Airport.

5. FUEL CONCESSION FEES

The charges for fuel concessions are as follows:

- | | |
|--|----------------------|
| 5.1 Aviation Fuel | 5.39 cents per liter |
| 5.2 Aircraft engine crankcase lubricating oil | 1.32 cents per liter |

6. AFTER HOURS SERVICES

6.1 Security Services

The charges for security services provided outside the airport's normal published operating hours are as follows:

First two hours:	\$ 125.00
Each hours thereafter	\$ 35.00

7. AUTOMOBILE PARKING FEES

- | | | |
|------------------------------|-------------------------|----------------|
| 7.1 Metered Parking | 50 cents per 30 minutes | (includes GST) |
| 7.2 Unmetered Parking | \$ 5.00 per 24 hours | (includes GST) |

8. TENANT'S FEES

Air Terminal Building Rental Fees
Land Rental Fees
Airport Common Area Maintenance Fees
Ground Transportation Fees – Taxi
Ground Transportation Fees – Coaches and Limousines
Ground Transportation Fees – Courier Services
Mobile Fuel Equipment Registration Fees
Advertising Fees
Automobile Parking Fees for Car Rental Parking
Automobile Parking Fees for Employee Parking
Car Rental Concession Fees
Pay Telephone Concession Fees
Amusement Game Concession Fees
Vending Machine Concession Fees
Ramp Handling Fees
Ground Power Service Fees
Documentation Fees

AIR CARRIER AIRPORT USE AGREEMENT

THIS AGREEMENT made this _____ day of _____ 19_____.

BETWEEN

City of Castlegar
460 Columbia Avenue
Castlegar, B.C.
V1N 1G7

(hereinafter called the "**City**")

OF THE FIRST PART;

AND

(hereinafter called the "**Air Carrier**")

a company incorporated pursuant to the laws of the _____ of _____ having
its head office at:

and its chief place of business at:

OF THE SECOND PART.

WHEREAS the City is the operator of the Castlegar Airport (the "Airport") located in the City of Castlegar, Province of British Columbia;

AND WHEREAS the Air Carrier is desirous of using, in common with others, the Airport;

For and in consideration of the fees, charges and covenants hereinafter set forth, the parties hereto agree as follows:

Article 1.00

Purpose

1. The City covenants that provided the Air Carrier pays all monies due under this Agreement and performs the covenants herein on its part contained, it may:
 - 1.1 Operate its business or a part thereof at the Airport;
 - 1.2 Use, in common with others so authorized, the runways, taxiways, navigational aids and other common use landing field facilities of the Airport, for its aircraft landings and takeoffs required in connection with the operation of its air transportation business to and from the Airport;
 - 1.3 Possess the right of access from the Airport as made necessary by the Air Carriers operations over, and upon streets, roads, paths, hallways, corridors or open spaces only, provided that the right herein defined shall not be exercised in such manner and to such extent as to impede or interfere with the operation of the Airport by the City, its lessees, Air Carriers or others;
 - 1.4 On and off load its passengers or cargo from such areas of the Airport as the Airport Manager may from time to time designate. Such assignment of areas shall not constitute any pre-emptive or exclusive right to areas designated. When traffic conditions are such that the areas are in use, the Air Carrier may use other areas designated by the Airport Manager if, by such use, others are not inconvenienced or disturbed.

Article 2.00

Term of Agreement

2. The term of this Agreement shall commence on _____, 19___, and shall continue to be in effect until terminated as hereinafter provided:
 - 2.1 This Agreement may be terminated at any time by the City in the absolute discretion of the Airport Manager. Termination shall be effected by providing up to thirty (30) days prior written notice to the Air Carrier and upon the date of termination specified in the notice all rights of the Air Carrier pursuant to this Agreement shall thereupon cease;
 - 2.2 The Air Carrier may terminate this Agreement by giving thirty (30) days prior written notice to the Airport Manager;
 - 2.3 This Agreement may be terminated by the mutual written consent of the parties without notice;
 - 2.4 The Air Carrier shall forthwith cease to carry on business or operations at the Airport as of the effective date of termination of this Agreement.

Article 3.00
Conduct of Business

3. The Air Carrier covenants and agrees with the City to the terms and conditions set forth below at all time during the term of this Agreement and agrees that non-compliance with any such term or conditions at any time during the term of this Agreement shall constitute grounds for termination of this Agreement by the City by written notice to the Air Carrier, or such other remedy as the City, in its discretion, may deem appropriate. The Air Carrier waives any notice of default or termination not expressly provided for in this Agreement;

The Air Carrier shall:

- 3.1 Hold all required valid and subsisting agreements, certificates or permits from the federal government to provide commercial air transportation services to the routes it is serving to and from the Airport;
- 3.2 Abide by and comply promptly with all laws, regulations, orders, rules, requirements and recommendations which may be applicable to the Air Carrier or to the use of the Airport, made by any and all federal, provincial, civil, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the City or the Air Carriers, but if served upon the City alone, only if notice thereof is given to the Air Carrier;
- 3.3 Comply forthwith and cause its directors, officers, employees and agents to comply with any direction of the Airport Manager with respect to matters which, in the opinion of the Airport Manager, concern safety, security and matters of urgency;
- 3.4 Observe and obey all reasonable rules and regulations not conflicting with the provisions of this Agreement as may now exist or may be promulgated from time to time by the Airport Manager, provided that such rules and regulations shall be furnished in writing to the Air Carrier;
- 3.5 Maintain strict control over all security passes issued by the employees or agents of the Air Carrier; follow any direction of the Airport Manager with respect to security measures; and report forthwith to the Airport Manager any loss or misuse of security passes or the termination of its employees or agents;
- 3.6 Not, under this Agreement, conduct a separate business on or about the Airport, nor shall it offer, supply, sell or give away, whether singly or in conjunction with its air transportation business, any service or commodity other than usual food or beverages in the course of the flight unless authorized in writing by the Airport Manager;
- 3.7 Before commencing operations and subject to the approval of the Airport Manager, make and

maintain:

- 3.7.1) Arrangement for fuelling and ground handling;
- 3.7.2) Provide to the Airport Manager for approval, a written proposal of the Air Carrier's policy and procedures with respect to the handling and containment, clean-up, and disposal of dangerous goods and hazardous materials, including aircraft fuel and oil, de-icing and other potential pollutants at the Airport;
- 3.8 Subject to the approval of the Airport Manager, make and maintain arrangements for the use of gate/apron space, ticket counter and baggage claim;
- 3.9 Provide to the City, not later than the fifth day of each month, a report of the Air Carriers operations at the Airport during the preceding month, separately setting forth the total number of enplaning and deplaning domestic and international passengers (including on-line and interline passengers) carried by the Air Carrier during the preceding month and the number of landings by the Air Carrier by type of aircraft. The Air Carrier shall also provide such other information on its operation in such form and at such times as may be required by the Airport Manager. It is understood by the parties that such information will, with the exception of its inclusion in overall statistical totals, be kept confidential by the City, subject to applicable law;
- 3.10 Submit proposed schedules to the Airport Manager in writing for the winter/spring period no later than June 15th, and for the summer/fall period no later than November 15th;
- 3.11 At its own expense, obtain and cause to be kept in force for the term of this Agreement:
 - 3.11.1) Workers Compensation Insurance in the amounts and form required by the applicable law;
 - 3.11.2) Commercial General Liability Insurance (including but not limited to aircraft liability, passenger legal liability, personal injury, premises liability, baggage and cargo liability and such other coverage as may from time to time be generally issued by insurance companies to airlines in connection with their airport operations). Limits of liability for Commercial General Liability Insurance shall not be less than Twenty-Five Million Dollars (\$25,000,000) combined single limit or its equivalent per occurrence, or such greater amount as required by law or regulation applicable to the Air Carriers, with no deductible;
 - 3.11.3) Comprehensive Automobile Liability Insurance (any Auto, including owned Autos, Non-owned Autos and Hired Autos). Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than Two Million Dollars (\$2,000,000) combined single limit or its equivalent per occurrence with no deductible;

3.11.4) Each and every policy of the insurance shall:

- 3.11.4.1) Be enforceable by the City as an insured thereunder;
 - 3.11.4.2) Be primary to and non-contributing with any other insurance;
 - 3.11.4.3) Provide for the City to be named insured;
 - 3.11.4.4) Contain an "agency and trustee" clause;
 - 3.11.4.5) Contain a "severability of interest" clause;
 - 3.11.4.6) Contain a prohibition against cancellation or suspension or material change that reduces or restricts the insurance except on no less than sixty (60) days prior written notice to the City;
 - 3.11.4.7) Contain a waiver of any subrogation rights that the insurers may have against the City;
 - 3.11.4.8) Be signed by the insurer or insurers responsible for the risks insured against;
 - 3.11.4.9) Be in a form and with insurers satisfactory to the City;
 - 3.11.4.10) Not contain an exclusion that removes coverage because the insured's premises or operations are located at an airport; and
 - 3.11.4.11) Contain a provision that written notice of cancellation or suspension shall be promptly given to the Airport Manager.
- 3.12. Pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Agreement be lawfully imposed, or become due and payable by the Air Carrier;
- 3.13. Pay to the City all applicable aircraft landing, parking and facility charges as amended from time to time;
- 3.14. Without limiting the liability of the Air Carrier under this Agreement or otherwise, pay to the City all costs of the City in using its employees, agents, equipment, and materials, plus a reasonable administrative charge for damage to or destruction of the property of the City, including but not limited to fuel, oil and other spills;
- 3.15. Pay all other fees or charges to the City arising out of the Air Carrier's operation or activities at

the Airport, including any sums for employee parking, identification badges, keys and the like;

- 3.16. Pay interest to the City at the rate of two (2) per cent per month (equivalent to 26.82% per annum) in the event of default in payment of charges, fees or other monies due under this Agreement, including interest, if the Air Carrier is delinquent for a period of thirty (30) days or more from the date of the City's invoice in paying to the City an amount set forth in such invoice. All interest shall be compounded monthly and shall apply retroactively from the date it is due;
- 3.17. In the event the City shall prevail in any action for the enforcement of any of its rights hereunder, pay the City such reasonable legal costs, in addition to any other debt or damages recoverable in such action;
- 3.18. Before commencing operations, provide the Airport Manager with a Security Deposit calculated to be the sum of three (3) months Landing Fees plus General Terminal Fees based upon the proposed schedule(s) submitted to the Airport Manager plus all other related fees and charges;
 - 3.18.1) The Security Deposit shall be in the form of cash, bank draft, certified cheque, or irrevocable letter of credit in a form acceptable to the City. Interest will not be paid when the Security Deposit is remitted in the form of an irrevocable letter of credit. Where payable, interest will be calculated at a rate determined by the City. In the case of a letter of credit, if the Air Carrier fails to provide the Airport Manager with a renewal or replacement letter of credit at least sixty (60) days prior to the date on which such previous letter of credit expires, then the City shall have the right to terminate this Agreement by written notice to the Air Carrier;
 - 3.18.2) The Security Deposit plus interest retained by the City, for the term of this Agreement or until the Agreement otherwise comes to an end, whichever comes first, shall be returned to the Air Carrier or shall be credited to its account. However, if the Air Carrier fails to pay all sums herein described and/or impairs or damages the Airport or any part thereof during the currency of this Agreement, the City may apply the Security Deposit and accrued interest, if any, or any part thereof to the arrears of sums and/or damages and injuries. If the Security Deposit is so applied by the City, then within fifteen (15) days of having received written notification, the Air Carrier shall restore the Security Deposit to the amount as provided herein. The application of the Security Deposit and interest by the City shall not constitute a waiver nor in any way defeat or affect the rights and remedies which the City has in law;
 - 3.18.3) The Air Carrier asserts that monies deposited herein as security are not subject to any existing encumbrance, charge, or security agreement;
 - 3.18.4) The Air Carrier covenants and agrees that it will not assign or encumber nor attempt to

assign or encumber the monies deposited herein as security and that the City shall not be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance;

3.18.5) The City shall have the right on at least thirty (30) days prior written notice to the Air Carrier to increase or decrease the amount of the Security Deposit that the Air Carrier is required to maintain hereunder so that such amount continues to represent the amount that the City estimates will be payable as determined by this Agreement. If the Air Carrier does not provide the City, prior to the expiration of such thirty day period, with the full amount of any such increase in the form of a Security Deposit, then the City shall have the right to terminate this Agreement by written notice to the Air Carrier;

- 3.19. At all times maintain the air side surfaces free of all foreign objects and litter, and shall whenever directed to do so by the Airport Manager, remove immediately from the air side surfaces or a portion thereof all of its equipment and anything related to its operations;
- 3.20. Require its personnel and employees to maintain and keep the areas of the Airport used by it in the loading and unloading of its passengers or cargo in a neat, clean and orderly condition, free from litter, debris, refuse, petroleum products or grease that may accumulate thereon as a result of the use of the said areas by its passengers, or its employees, contractors, or others servicing and operating its aircraft;
- 3.21. Immediately remove any aircraft owned or operated by the Air Carrier that, through accident or for any other reason, becomes disabled or be abandoned in any area which could interfere with the continuous normal operations of any of the Airport landing and field facilities to such location as shall be designated by the Airport Manager unless such aircraft is required to remain in place pending investigation by the appropriate regulatory agencies of the federal government;

Should the Air Carrier fail to immediately remove such disabled aircraft as herein provided, or should aircraft owned or operated by the Air Carrier be allowed to remain on the Airport beyond the needs of normal operation, the City shall have the right to remove such aircraft by any means the City deems necessary under the circumstances, and the Air Carrier shall indemnify and save harmless the City, its officers, officials, employees and agents from any and all costs, liability, damage or expense, including all reasonable legal costs and storage costs incurred by the City or claimed by anyone by reason of removal of such aircraft;

- 3.22. Comply with the Airport's noise management and abatement program and with any procedures or directions of the Airport Manager with respect to noise management and abatement at the Airport;
- 3.23. Comply with the City of Castlegar Local Airport Traffic Directives for the operation of vehicles on airport movement areas, as published by the Airport Manager, or any revision or amendment as made from time to time;

- 3.24. Provide resources and services for disabled persons.
- 3.25. Where required by the Airport Manager, ensure that all signs are provided in both English and French, with equal prominence given to the two languages;
- 3.26. Obtain the written approval of the Airport Manager for all signs and advertising materials including lettering and other advertising media erected, installed or placed in the Airport and the Air Carrier shall conform to the aesthetic standards of the Airport and any direction the Airport Manager may make from time to time with respect to displays and advertising signs and the Air Carrier shall pay the costs of installing, maintaining, changing and removing all such signs or displays;
- 3.27. Not cause or allow air freight and cargo items, excluding passenger luggage and related articles, to be handled through the Air Terminal Building unless approved in writing by the Airport Manager.

Article 4.00
Default

4. It shall constitute default of the terms of this Agreement and justification for immediate termination by the City upon the occurrence of the following:
 - 4.1. Any breach of the covenants and obligations hereunder not cured within fifteen (15) days written notice signed by the Airport Manager setting out the particulars of such breach; or
 - 4.2. The filing by or against the Air Carrier of any petition in bankruptcy, or if the Air Carrier has become insolvent or committed an act of bankruptcy as defined by the Bankruptcy Act; or
 - 4.3. The making or entering into by the Air Carrier of any assignment for the benefit of creditors; or
 - 4.4. The levy of any attachment, execution, appointment of a receiver or other process of court by which the operating rights herein granted may be claimed or attempted to be held and used by any person by reason thereof, whether such person is an officer or appointee of court or otherwise, or any attempted assignment of this Agreement by operation of law; or
 - 4.5. Any willful or wanton violation or disregard of the provisions of this Agreement which endangers life or property on the Airport.

Article 5.00
Assignment

5. The acceptance of any monies from or the performance of any obligation hereunder by a person other than the Air Carrier shall not be construed as an admission by the City to any right or interest of such

person as an assignee, transferee or otherwise in the place of the Air Carrier.

Article 6.00
Waiver

6. The acceptance of the City of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the City to payment in full of such sums.

Article 7.00
Waiver Negated

7. The failure of either party to insist upon strict performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.

Article 8.00
Claim

8. The Air Carrier does hereby:
 - 8.1 Remise, release and forever discharge the City, its officers, officials, employees, agents and all persons acting on its behalf of any and all claims, causes of action or suits of whatever nature of kind including, without limitation, claims for property damage, personal injury or death and including any claims based upon negligence or breach of duty arising out of or in any way connected with matters contained in this Agreement or the use of the Airport by the Air Carrier;
 - 8.2 Indemnify and save harmless the City, its officers, officials, employees, agents and all persons acting on its behalf from and against all claims and demands, loss, costs (including reasonable legal costs), damages, actions, suits or other proceedings of whatever nature or kind by whomsoever made, arising out of or in any way connected with the use of the Airport by the Air Carrier, matters contained in this Agreement or the exercise by the Air Carrier of any rights arising hereunder, save and except the Air Carrier shall not be liable for indemnification concerning claims arising out of negligence on the part of the City or persons acting on its behalf, acting within the scope of their duties or employment;
 - 8.3 Expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment or any of the services to or in any space at the Airport, including but not limited to, power, gas, telephone, steam, heating, air conditioning, water supply system, drainage or sewerage systems, or dome wires leading to or inside of any space used, or by reason of any loss resulting from the failure of any such system or facilities which may occur from time to time from any cause, and the Air Carrier hereby expressly releases and discharges the City and its officers, agents, servants and employees from any and

all demands, claims, actions and causes of action arising from any of the causes aforesaid.

Article 9.00

Members of the House of Commons

9. No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

Article 10.00
Choice of Law and Jurisdiction

10. This Agreement shall be construed in accordance with the laws of the Province of British Columbia and that the parties agree that the courts of British Columbia shall have jurisdiction in all matters concerning or arising out of this Agreement.

Article 11.00
Entire Agreement

11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

Article 12.00
Bribes

12. The Air Carrier hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the City for, or with a view to, obtaining this Agreement any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

Article 13.00
Headings

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

Article 14.00
Differences

14. All matters of difference arising between the City and the Air Carrier in any matter connected with or arising out of this Agreement whether as to interpretation or otherwise, shall be determined by the Agreement but without prejudice to any recourse available under law.

Article 15.00
Effect of Agreement

15. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the

successors of each of the parties hereto, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

Article 16.00
Provisions Separately Valid

16. If any covenant, obligation, agreement, term of condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Article 17.00
No Implied Obligations

17. No implied terms or obligations of any kind by or on behalf of the City shall arise from anything in this Agreement and the express covenants and agreements herein contained and made by the City are the only covenants and agreements upon which any rights against the City may be founded.

Article 18.00
Notices

18. 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 personally delivered, given by facsimile transmission (and confirmed by mail), or sent by courier, priority post or registered mail, return receipt requested, to the City or the Air Carrier, as appropriate, at their respective addresses appearing as follows:

To the City:

Airport Manager
City of Castlegar Airport
460 Columbia Avenue
Castlegar, B.C.
V1N 1G7

Fax: (250)365-4810

To the Air Carrier:

Fax: ()

- 18.1. Such addresses may be changed from time to time by either party giving notice to the other as above provided;
 - 18.2. Notices given hereunder shall be deemed given to the City or Air Carrier on the date upon which they were personally delivered or, if sent by facsimile transmission, twenty-four (24) hours after transmission with confirmed answer-back or, if mailed, five (5) days after mailing.
19. In the Agreement, "Airport Manager" shall mean the Airport Manager or the person acting on his behalf at the Castlegar Airport.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the City of Castlegar)
in the presence of:)

) Mayor

) City Clerk

Corporate Seal

The Corporate Seal of the Air Carrier was)
duly fixed hereunto in the presence of:)

) Authorized Signatory

) Title

) Authorized Signatory

) Title

Corporate Seal

(Bylaw 825)

List of Amending Bylaws
825 October 14, 1997
847 Repealed
887 October 12, 1999
945 June 10, 2002

Note to Users

This office consolidation is not an authoritative text of the law and is produced solely as a convenience to the user. The authoritative text of the law is in the original bylaw and the amending bylaw(s).