


BYLAW #1/88

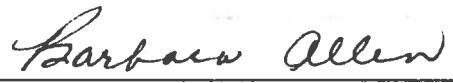
A bylaw of the Rural Municipality of Snipe Lake #259 to enter into an agreement with the Government of Canada to provide funding for construction to be done at the Eston Airport.

The Council of the Rural Municipality of Snipe Lake #259, in the Province of Saskatchewan, hereby enacts as follows:

1. The Rural Municipality of Snipe Lake #259, being the Recipient, is hereby authorized to enter into an agreement with the Government of Canada, herein identified as the Minister of Transport being the Contributor, to provide funding for construction at the Eston Airport.
2. The Contributor agrees to reimburse the Recipient in an amount not to exceed \$951,520.00 for work done at the Eston Airport, as described in Schedule "A" at the site referred to in Schedule "B".
3. The Recipient agrees to assume all project costs in excess of the contributed amount, as described in Schedule "A" at the site referred to in Schedule "B".
4. The Construction Contribution Agreement and Schedules "A", "B", and "C", as attached hereto, form part of this bylaw.
5. The Reeve and Administrator of the Rural Municipality of Snipe Lake #259 are hereby authorized to sign and execute the attached agreement.


Reeve

S E A L


Municipal Administrator

A certified true copy of a Bylaw
passed by resolution of Council
on May 9, 1988.


Municipal Administrator

THIS AGREEMENT MADE IN DUPLICATE the 14th day of May 1988.

BETWEEN:
THE TOWN OF ESTON
(hereinafter called "The Vendor")

- and -

RURAL MUNICIPALITY OF SNIPE LAKE NO. 259
(hereinafter called "The Purchaser")

WITNESSES as follows:

THE VENDOR AGREES to sell to the Purchaser, who agrees to purchase from the Vendor, the following land and premises, that is to say:

That portion of the South East quarter of Section Twenty (20), in Township Twenty-Five (25), in Range Twenty (20), West of the Third Meridian, in the Province of Saskatchewan, in the Dominion of Canada, outlined in Red on Schedule "A" hereto and forming part of this agreement, more or less.

Free and clear of all liens, charges and encumbrances.

FOR THE PRICE OF:

----- ONE ----- (\$1.00) DOLLAR

TO BE PAID to the Vendor at Eston, Saskatchewan as follows, that is to say:
the sum of ----- ONE ----- (\$1.00) DOLLAR

on the day of the date hereof, the receipt whereof is hereby by the Vendor acknowledged.

THE PURCHASER COVENANTS, promises and agrees with the Vendor: that he will pay the said purchase price at the times herein provided for payment thereof;

THAT he will pay all taxes levied against the said land from and after the date hereof, on the due date thereof, that all buildings now or hereafter erected or placed on the said land shall form part of the freehold of the said land whether annexed to the said freehold or not.

IN CONSIDERATION WHEREOF and of the further agreements hereinafter contained on the part of the Purchaser and on payment of all sums payable hereunder by the Purchaser, the Vendor covenants, promises and agrees with the Purchaser to transfer the said land to the Purchaser, by a transfer under the provisions of THE LAND TITLES ACT.

IT IS FURTHER AGREED by the Vendor and the Purchaser as follows:

(1) THAT the Purchaser shall pay the cost of preparing this Agreement for Sale, of drawing Transfer covering the said lands and of the Land Titles fees to register the same.

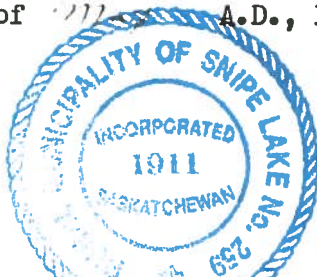
(2) THAT notwithstanding the dimensions of the property outlined in red on Schedule "A" hereto that the actual dimensions of the property purchased and sold hereby shall be determined by Plan of Survey to be produced by "Reed Crowther & Partners Ltd."

NO ASSIGNMENT hereof by the Purchaser shall be valid unless it be for the entire interest of the Purchaser and unless it be approved in writing signed by the Vendor, and no agreement or relation between the Purchaser and any person claiming through him, shall preclude the Vendor from transferring the said land to the Purchaser unless such assignment hereof be approved by the Vendor as aforesaid;

THE TERMS "Vendor" and "Purchaser" and references thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Vendor and Purchaser respectively, and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of a corporation) gender where the context so requires;

TIME SHALL BE in every respect of the essence of these presents;

IN WITNESS WHEREOF THE TOWN OF ESTON has hereunto affixed its Corporate Seal, duly attested to at the hands of its proper officers in that behalf this 19th day of May, A.D., 1988.



William Strobel
Mayor

IN WITNESS WHEREOF THE RURAL MUNICIPALITY OF SNIPE LAKE NO. 259 has hereunto affixed its Corporate Seal, duly attested to at the hands of its proper officers in that behalf this 19th day of May, A.D. 1988.

R. J. St. John
Barbara Allen

CONSTRUCTION CONTRIBUTION AGREEMENT

made in duplicate.

BETWEEN:

THE GOVERNMENT OF CANADA, represented herein by the
Minister of Transport,

the Minister

AND

THE RURAL MUNICIPALITY OF SNIPE LAKE #259

having its office at Box 786
Eston, Saskatchewan
S0L 1A0

the Recipient

The Recipient and the Minister mutually agree as follows:

CONTRIBUTION AND CONDITIONS OF CONTRIBUTION

100. The Minister undertakes to reimburse the Recipient an amount not to exceed a contribution in the amount of \$951,520.00 for Work described in Schedule A to be carried out at the site referred to in Schedule B.

The Recipient undertakes to complete the Work at the cost of the Recipient if the contribution does not cover the total cost of the Work.

101. As further consideration for receipt of the contribution, the Recipient undertakes to operate, manage and maintain, for twenty (20) years from the date of the execution of this Agreement by the Minister, at the site referred in section 100, with unrestricted access to the public, an aerodrome and all related facilities in operational condition.

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102. The Recipient declares that it owns the land where the Work is to be carried out and the surrounding lands required for a public use aerodrome at the site or has a long term lease or an emphyteutic lease of the said lands.
103. The aerodrome shall be able to meet Air Regulations Series III No. 2 - Airports, as applicable (TP 312 Aerodrome Standards and Recommended Practices) until superseded by the appropriate Air Regulations.
104. The Recipient undertakes to prepare an environmental assessment of the site in respect to the Work, as required in accordance with Schedule C and to submit it, before the Work has commenced, to the Minister for approval.

PAYMENT

200. (1) No payment shall be made without the Minister having agreed to a project schedule and a monthly cash flow forecast.
- (2) An advance payment based on cash flow forecast may be made for an initial period not greater than three (3) months or 25% of the contribution, whichever is less.
- (3) Progress payments may be made, at the discretion of the Minister, dependent upon the nature, size and phasing of the Work, but for not less than one (1) month at a time.
- (4) Evidence of disbursement in a form acceptable to the Minister is to be provided before any progress payment is made.
- (5) The total of the advance and of all progress payments shall not exceed 80% of the contribution.
- 201.(1) The final payment shall not be made by the Minister

unless the Recipient has presented reasonable proof, as determined by the Minister, of the successful completion of the Work in accordance with schedule A and with standards recognized by the department of Transport for the construction of aerodromes and has filed with the Minister a declaration that all the obligations of the Recipient under this agreement in relation to the Work were met.

Such final payment may not be paid if the statements and reports referred to in section 403, are not provided within the ninety (90) day period referred thereto.

- (2) In the event that the Minister makes an overpayment to the Recipient, the Recipient shall, upon receipt of a written demand for repayment, repay the amount thereof to the Minister in full.
- (3) The Recipient shall deposit any advance payment in an interest bearing account pending payment of the expenses pertaining to the Work and reflect any interest earned in the certified financial statement referred to in section 403; any interest earned shall be used to offset the contribution to be paid by the Minister.

202. The Recipient, at its own cost and expense, shall, as a condition precedent to any payment by the Minister submit easements or right-to-enter agreements for the purpose of obstruction removal to provide clear takeoff/approach surfaces to the ends of the runway strip.

CONTRACT

300. The Recipient shall ensure that:

- (i) any contract for the Work to be performed shall allow judicious use of the competitive process wherever feasible and result in the procurement of goods and services and the carrying out of construction so as to provide the best value in meeting the need;

- (ii) the method of pricing employed in all such contracts shall be the one most appropriate to ensure best value and effective cost control;
- (iii) within the limits of practicability, all qualified firms shall have an equal opportunity to compete for such contracts:

ACCESS, ACCOUNTS AND DRAWINGS

400. The Recipient is to provide, within four (4) months of the execution of this Agreement by the Minister, preliminary engineering drawings for the Minister's review.

Work specifications and final design drawings are to be forwarded to the Minister at least one (1) month before tender advertisement is scheduled in order to determine if the Work meets the conditions required for a public use aerodrome.

401. The Minister shall, at all times and for all purposes, have full and free access to the site and the Recipient shall provide all reasonable assistance to facilitate inspection of the work in progress or of the completed Work.

402.(1) The Recipient shall keep proper accounts and records of all expenditures made in connection with the Work, and the invoices, receipts and vouchers relating thereto, and such accounts, records, invoices and vouchers shall be open during business hours to audit and inspection by the Minister who may make copies thereof and take extracts therefrom.

(2) The Recipient shall furnish to the Minister such information as may be required in connection with the audit referred to in subsection (1).

- (3) The Minister reserves the right to proceed with an independent audit.
- (4) All requirements referred to in subsections (1) to (3) shall be met for six (6) years following the date of the execution of this contract by the Minister.

403. The Recipient shall furnish to the Minister, within ninety (90) days following the completion of the Work, a certified financial statement for the Work including an activity report and a funds statement audited by the Recipient's representatives. On failure of the Recipient to provide the said documents, the Minister may undertake an audit at the Recipient's expense.

CANADIAN CONTENT

- 500.(1) Public announcements respecting this Agreement shall take the form as approved by the Minister.
- (2) Public tender calls and newspaper advertisements or notices shall include recognition of federal participation.
- (3) A sign with a minimum size of approximately 1.2 m X 2.4 m, shall be put up by the Recipient at its cost during the construction period at the aerodrome and shall include recognition of federal participation.
- (4) The Minister may provide a permanent sign recognizing federal participation. The Recipient shall mount the sign in an appropriate manner and location.
- (5) If the Recipient desires to have an opening ceremony, such ceremony may not be proceeded with unless the Minister has been invited.

501. The Recipient shall use or make contractual arrangements to use Canadian labour and material in the performance of the Work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the Work.

He shall employ or make contractual arrangement to employ, in the performance of the Work, labour from the locality where the Work is being performed to the extent to which it is available.

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

GENERAL REQUIREMENTS

600.(1) In the event, during the next twenty (20) years following the day on which the Minister has executed this Agreement, the Recipient should fail to operate the aerodrome as referred to in section 101 or to meet any condition of this Agreement, the Recipient shall pay as liquidated damages an amount equal to the full contribution.

(2) In the event, during the next twenty (20) years following the day on which the Minister has executed this agreement, the Recipient sells, leases or executes an emphyteutic lease, converts or otherwise disposes of the aerodrome or any part thereof, the Recipient shall pay as liquidated damages an amount equal to the full contribution.

Nevertheless, these liquidated damages are not due and payable if the buyer, the lessee or other beneficiary enters into a written agreement with the Minister whereby the buyer, the lessee or the beneficiary assumes all obligations related to the present Agreement if the Minister consents to the said dispositions.

601. The failure by the Minister to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.


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

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations and documents in relation thereof.

603. Notwithstanding any other provision of this Agreement, the Minister shall not be bound to perform any term of this Agreement or to make payments hereunder later than two (2) years after the day on which the Minister has executed this Agreement.

604. All written notices and communications to the Minister shall be sent to the regional official responsible for aerodromes and airports for the area in which the aerodrome is situated, and to the Recipient, at the address hereabove mentioned.

605. The Recipient shall at all times indemnify and save harmless the Minister from and against all claims and demands, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, loss and damages occasioned by or attributable to the execution of this Agreement, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Minister while acting within the scope of their duties or employment.



LEASE

700. The Recipient undertakes to lease to the Government of Canada, when required by the Minister, a parcel of land, containing an area of one acre, more or less, of the lands comprised in the said site and on a location approved by the Minister, such parcel of land to be used as a site for a building to house radio, meteorological and control services, and for other government buildings exclusive of hangars, such lease to be for a term not exceeding twenty (20) years and terminating not later than the date referred to in section 101 and at an annual rental of ONE DOLLAR (\$1.00), renewable at the option of the Minister at terms and conditions as applicable to similar aerodromes, and the Recipient undertakes also to lease to the Government of Canada, when required by the Minister, space in any of the buildings of the Recipient at the said aerodrome for a term, at a rental for a given area and upon such other terms and conditions as applicable to similar airports.

IN WITNESS WHEREOF the parties hereto have executed these Presents on the days and year hereunder mentioned.

SIGNED AND DELIVERED
in the presence of

Melody Frank
Witness

THE CORPORATE SEAL,
if required, was affixed
hereto in the presence of
its proper officers duly
authorized.

[Signature]
Witness

[Signature]
Witness

At

this 28th Sept. day
of
1988.

[Signature]
for the MINISTER
OF TRANSPORT

(name and title of
representative)

At Eston, Saskatchewan
Canada

this ninth (9th) day
of May
1988.

[Signature]

Barbara Allen
for the RECIPIENT