

SCHEDULE C

MEMORANDUM OF AGREEMENT

in respect to

THE ESTABLISHMENT AND OPERATION

of

COMMUNITY AERODROME RADIO STATIONS

in

YUKON TERRITORY

(YUKON CARS AGREEMENT)

MEMORANDUM OF AGREEMENT

BETWEEN:
TRANSPORT CANADA

HERE IN REFERRED AS TC

AND
YUKON TERRITORIAL GOVERNMENT

HERE IN REFERRED AS YUKON

SHORT TITLE

101. This agreement may be referred to as "The Yukon CARS Agreement".

EFFECTIVE DATE

102. This agreement shall take effect *APRIL 1, 1989*

PURPOSE OF AGREEMENT

201. The purpose of this agreement is to enable continued co-operation and joint action by Transport Canada Aviation Group and the Department of Community and Transportation Services, Yukon Territorial Government, for the establishment and operation of "Community Aerodrome Radio Stations" (CARS) and to provide a framework for the efficient planning, execution and evaluation of such service in the Yukon Territory.
202. Nothing in this agreement is to preclude the application of good judgement nor impede or restrict the personnel of either organization from reacting to emergency or urgent situations.

BACKGROUND

301. In the early 1970's the Federal Government was concerned that transportation problems in the Territories were not being solved. Subsequently, a comprehensive air facilities policy, titled "Arctic Air Facilities Policy" was approved by Cabinet in February 1974. The policy provided for three classifications of Arctic Airports and specified minimum standards for airport and air route navigational facilities. To meet the policy requirement for regular and reliable air service, capital projects for airport infrastructure (runways and passenger/cargo shelters) and approach systems (navigation aids, weather and communications) were implemented.
302. Development of the Community Aerodrome Radio Stations (CARS) service evolved to meet the needs for approach systems (weather and communications element). This service was developed as an extension of Transport Canada's Flight Information Services and as a continuum of FSS services.
303. In implementing the CARS it was desirable to provide local employment opportunities. Transport Canada and the Yukon agreed that staffing and operation of the CARS would be done by the Yukon to Transport Canada standards and funded by Transport Canada.

304. Since implementation of the CARS service it has continued to evolve. A Memorandum of Understanding was signed in 1978 by all parties to clarify roles and responsibilities for the implementation and ongoing management of the policy. In the early 1980's a review of the CARS service was undertaken. This clarified the CARS' role, duties and training program. The Yukon CARS contributes significantly to achieving the policy goals for regular and reliable air service and has proven to be a cost effective method of providing this element of the Air Navigation System. Transport Canada and the Yukon desire to continue this strategy to meet the requirement for CARS service.

305. In 1989 the Yukon assumed administration and control of Yukon Arctic B & C Airports. An agreement is required to enable continued provision of CARS service by the Yukon and Transport Canada.

DEFINITIONS

401. In this agreement, the following definitions shall apply unless the context requires a different meaning:

- A. "Community Aerodrome Radio Station" (CARS) shall have the meaning specified in TC "CARS Manual"
- B. "CARS Service" means specific services described in TC "CARS Manual"
- C. "CARS Manual" means, TC "Manual of Standards and Procedures for Observer/Communicators at Community Aerodrome Radio Stations" (TP3323) as amended from time to time.

AUTHORIZED OFFICERS

501. For the purpose of this agreement, the Regional Manager Air Navigation System Requirements, Transport Canada, Western Region and the Manager, Aviation and Marine, Department of Community and Transportation Services, Yukon Territorial Government, shall serve as the "Authorized Officers" of the parties to this agreement.

502. The "Authorized Officers" are responsible for the fair and efficient execution of this agreement and specifically for their respective responsibilities included in authorized attachments to this agreement.

AGREEMENT LIMITATIONS

601. This agreement is made without prejudice to existing rights of the parties and agreements between Transport Canada and the Government of the Yukon Territory. No part of this agreement shall establish precedent for any future agreement or be used as the basis of negotiation for the provision of services other than the services specified in this agreement.
602. This agreement and its application shall conform and meet the intent of all Government of Canada and Yukon Territorial Government Acts, Regulations and directives.
603. It is understood and agreed that nothing in this agreement or its attachments shall obligate the parties to pay any sum or sums, unless and until the necessary funds have been approved in accordance with Government of Canada or Government of Yukon Territory regulations as the case may be.
604. Where either party experiences a disruption of service due to a labour dispute, the provisions of this agreement shall be met to maximum extent possible.

AGREEMENT ATTACHMENTS

604. As cooperative agreements in respect to CARS are from time to time agreed to, appropriate annexes and appendices shall be attached to and form part of this agreement.
605. Attachments authorized in accordance with Article 604 may be amended or revised, together or apart from any other provisions or attachment of this agreement and shall take effect on the date specified.

DURATION OF AGREEMENT

606. This agreement together with its attachments, shall remain in effect until terminated and shall be formally reviewed within three years of the date it enters into effect and then routinely within three years of the date of the last review.

AMENDMENT OF AGREEMENT

607. This agreement and its authorized attachments may be amended or revised at any time with the mutual agreement of the signatories.
608. Notice of Intent to seek amendment or revision to this agreement or any of its attachments, shall receive the prompt attention of both parties.

TERMINATION OF AGREEMENT

609. This agreement or any attachment may be terminated by mutual agreement, or by either signatory on eighteen months written notice.

DISTRIBUTION OF AGREEMENT

610. This Memorandum of Agreement, together with authorized attachments, shall be maintained in duplicate with one original copy on file with Director, Air Navigation System, Western Region, Transport Canada and one original on file with Deputy Minister, Community and Transportation Services, Yukon Territorial Government.
611. Each party to this agreement is responsible for the distribution of copies of this agreement and its authorized attachments within their respective organization.

CONFLICT RESOLUTION

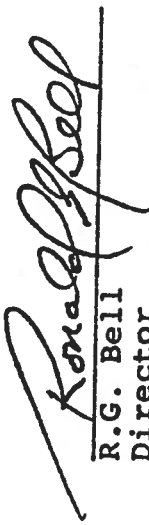
701. Where the "Authorized Officers" cannot agree on application of this agreement or any of its authorized attachments, the matter shall be referred concurrently to Director, Air Navigation System, Western Region, Transport Canada and Deputy Minister, Community and Transportation Services, Yukon Territorial Government for resolution.

Dated at Edmonton, Alberta

Dated at WHITEHORSE, Y.T.

Date 890724

Date 89/03/31



R.G. Bell
Director
Air Navigation System
Transport Canada
Western Region



Roger Graham
Deputy Minister
Community and
Transportation Services
Yukon Government

AUTHORIZED ATTACHMENTS

ANNEX "A" ESTABLISHMENT AND OPERATION OF YUKON CARS

MEMORANDUM OF AGREEMENT

TRANSPORT CANADA
AND
YUKON TERRITORIAL GOVERNMENT

ESTABLISHMENT AND OPERATION OF YUKON CARS

GENERAL AGREEMENT

- A101. Transport Canada, Aviation Group is responsible for the development, provision and operation of Air Navigation facilities and services necessary to support aviation and ensure safety and reliability of aviation in Canada. This does not preclude any government or private organization from installing supplementary facilities that meet Transport Canada specified performance standards.
- A102. TC agrees, that where it determines a CARS is required in the Yukon Territory to meet a need of the National Civil Air Transportation System (NCATS), it shall, unless otherwise impractical, uneconomical or inefficient, arrange for the provision of such service with Yukon in accordance with this agreement.
- A103. Yukon agrees, that where TC has determined a CARS requirement in accordance with Article A102, Yukon shall, unless otherwise impractical, uneconomical or inefficient, establish and operate such service on behalf of TC in accordance with this agreement.
- A104. TC agrees, that while it is responsible for prescribing CARS services, technical and operating standards and procedures, Yukon shall be consulted prior to any change, addition or deletion to such services, standards or procedures.

SITE AGREEMENTS

- A105. Where TC has requested and Yukon has agreed to establish and operate a CARS, such agreement shall be documented by way of a specific site agreement which clearly specifies the location, type of services to be provided, hours and days of operation, and any other requirement listed in this agreement or desired by either party.
- A106. Site agreements referred to in Article A105 shall conform with all provisions of the Memorandum of Agreement, and be subject to annual review in accordance with "Joint Operational Plan" requirements as outlined in Article A302.
- A107. A site agreement may be amended, revised or terminated at any time upon the mutual agreement of the "Authorized Officers" or with eighteen months advance written notice by an "Authorized Officer".

OPERATIONAL RESPONSIBILITIES

OPERATIONAL REQUIREMENTS AND SPECIFICATIONS

- A201. TC is responsible to specify all operational requirements for CARS including, location, specific services to be provided, hours and days of operation, and any other performance requirements or specifications.

ATMOSPHERIC ENVIRONMENT SERVICE REQUIREMENTS

- A202. TC is responsible to obtain any Atmospheric Environment Service (AES) authority, concurrence or support, necessary for the establishment and operation of a CARS.

EQUIPMENT AND INSTRUMENTATION

- A203. TC is responsible to arrange for the provision, installation, calibration, repair, overhaul and replacement of all meteorological equipment and instrumentation in accordance with prescribed technical standards.

- A204. TC is responsible for the provision, installation, calibration, repair, overhaul and replacement of all communication systems and equipment required for the provision of specified services, in accordance with prescribed technical standards.
- A205. Where TC designates a stand-by power requirement for CARS service equipment and instrumentation, TC is responsible for the provision of necessary equipment, its installation, connection, calibration, repair, overhaul or replacement.
- A206. Yukon is responsible for the care, custody, accounting, minor on-site maintenance and minor on-site repair of all equipment and instrumentation provided or arranged for by TC.

SUPPLIES AND STORES

- A207. Unless otherwise specified in a site agreement or this agreement, Yukon is responsible for arranging the provision of all supplies and stores necessary for the normal operation of a CARS.

ACCOMMODATIONS AND FACILITIES

- A208. Yukon is responsible for the provision of working accommodation of agreed standard, its repair, maintenance, refurbishment and replacement, including utilities, services, furnishings, office equipment, and supplies necessary for the normal operation of such facilities.
- A209. Yukon is responsible for the provision of a secure meteorological instrument compound area in accordance with AES prescribed standards, together with any required utility service.
- A210. Yukon is responsible for the security and protection of all facilities and equipment.
- A211. Yukon is responsible for the protection of the siting integrity of all facilities.

OBSERVER/COMMUNICATORS

- A212. Yukon, in consultation with TC, is responsible to determine the number of observer/communicators necessary to provide specified services, to specified standards and performance specifications.
- A213. Yukon is responsible to recruit, select and train observer/communicators required for the provision of CARS service. Training provided must meet TC approved standards, be provided by a TC approved training program, and qualify the observer/communicator to the standards specified in TC "CARS Manual".
- A214. TC is responsible, upon receiving advance notice from Yukon, to arrange for the certification and re-certification of all observer/communicators in accordance with standards and requirements specified in TC "CARS Manual".
- A215. Whenever information indicates that the proficiency or qualifications of an observer/communicator no longer are as prescribed in TC "CARS Manual", TC is responsible to withdraw the certification of that observer/communicator and advise Yukon forthwith.
- A216. Whenever the certification of an observer/communicator is withdrawn, Yukon is responsible to initiate action for the re-qualification and re-certification of that observer/communicator, or to arrange for replacement by a qualified observer/communicator, as soon as possible.

MANAGEMENT OF OPERATIONS

- A217. Yukon is responsible for the general management, administration and supervision of CARS operations in accordance with specified operational requirements, specifications, prescribed operating standards and procedures, this agreement, appropriate site agreements; and for the preparation and maintenance of a site "operations manual" in accordance with TC "CARS MANUAL".
- A218. TC is responsible to designate a Flight Service Station (designated FSS) for each CARS, for the purpose of providing operational advice, guidance and support as specified by TC "CARS Manual".

- A219. TC is responsible to conduct or arrange for periodic on-site inspections and evaluations of observer/communicators, equipment and services to ensure that all required technical and operational standards are being met, and to provide Yukon with a copy of such inspection reports.
- A220. TC is responsible for specifying the operational status of a CARS. CARS shall be classified as "Operational", "Limited Operations" or "Non-Operational" in accordance with TC "CARS Manual".
- A221. Whenever information indicates that the technical or operating standards of CARS are not being met, TC is responsible to downgrade the operational status of the CARS, issue appropriate NOTAM and advise Yukon forthwith.
- A222. Whenever the operational status of a CARS is downgraded to "Limited Operations" or "Non-Operational", Yukon is responsible to initiate action to restore the CARS to "Operational" status as soon as possible.

AERONAUTICAL INFORMATION

- A223. Yukon is responsible to provide TC with data and information necessary for the preparation, publication and distribution of aeronautical charts, publications and NOTAM.
- A224. TC is responsible to ensure appropriate data and information is included in aeronautical charts, publications and NOTAM.

SUPPLEMENTARY SERVICES

- A225. Yukon is responsible to obtain the concurrence of TC for the provision of any service, not specified by TC in accordance with Article A105, by a CARS.
- A226. Where TC has concurred with the provision of a service(s) in accordance with Article A224, Yukon is responsible to ensure the provision of such service(s) is at no time allowed to pre-empt or deteriorate specified CARS service.

PLANNING AND ADMINISTRATION RESPONSIBILITIES

A301. Both TC and Yukon are responsible to institute effective planning and administration systems to meet their responsibilities.

JOINT OPERATIONAL PLAN

A302. To assist both parties in meeting their planning requirements, TC is responsible to co-ordinate, in accordance with agreed procedures, the development and publication of a five-year joint operational plan, no later than 31 May each year.

A303. The joint operational plan shall represent the commitment of both TC and Yukon to CARS for the period specified, and both TC and Yukon are responsible to honor commitments made in the plan.

A304. Where either TC or Yukon desire or require a change or alteration to a commitment, they shall be responsible to advise the other in sufficient time for the other party to react and shall be responsible to indemnify the other party for any and all financial obligations, contractual or otherwise, incurred and in consequence of such change.

RESOURCES AND FUNDING

A401. TC is responsible to resource and fund the provision of CARS service which meets a NCATS requirement.

A402. Where Yukon, in accordance with a site agreement and this agreement, provides a facility, a service, a resource or enters into a contractual arrangement for the establishment or operation of a CARS or the training of observer/communicators, it shall be entitled to recover from TC, on a payment for service basis, the "incremental cost" incurred.

A403. The "incremental cost" incurred by Yukon for CARS management and administration may be set by negotiation, as an estimate of incremental costs incurred by Yukon.

- A404. The "incremental cost" incurred by Yukon for the provision of CARS service shall not include any cost in respect to lands or building space occupied or used in the provision of CARS service.
- A405. The "incremental cost" incurred by Yukon for the provision of CARS service shall be reduced by any portion of costs related to CARS service recovered by Yukon from other parties and any charge on airport users imposed by Yukon which includes a charge for CARS service.
- A406. The estimation of "incremental costs" shall be incorporated into the joint operational plan and updated annually in accordance with agreed procedures.
- A407. Recovery of "incremental costs" shall be by way of invoice, in accordance with agreed procedures, and in respect to services provided.

EFFECTIVE DATE

- A501. This annex shall be attached to the Memorandum of Agreement dated *MARCH 31, 1987* and take effect on *APRIL 1, 1989*.