

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON**

**BY-LAW #2005-57**

BEING A BY-LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE MUNICIPALITY OF BROCKTON, MUNICIPALITY OF ARRAN-ELDERSLIE, MUNICIPALITY OF WEST GREY AND TOWN OF HANOVER, CONCERNING THE SAUGEEN MUNICIPAL AIRPORT.

**WHEREAS** the Municipal Act 2001, S.O. 2001, c25, as amended, Section 70, authorizes a council of a municipality to pass a by-law for establishing, operating, maintaining and improving an airport;

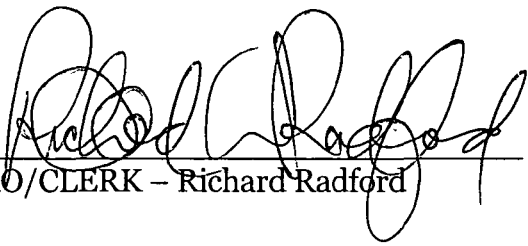
**AND WHEREAS** Section 202, of the said Municipal Act authorizes municipalities to pass by-laws for entering into agreements to establish a joint municipal service board for fulfilling, executing or completing at their joint expense and for their joint benefit any service within the jurisdiction of the council;

**NOW THEREFORE** the Council of the Corporation of the Municipality of Brockton **ENACTS AS FOLLOWS:**

1. That the Saugeen Municipal Airport Agreement between the Municipality of Brockton, Municipality of Arran-Elderslie, Municipality of West Grey and Town of Hanover, attached hereto as Schedule "A-1", and forming part of this by-law, is hereby approved.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and seal the said Agreement.
3. That this by-law shall come into full force and effect on the date of passing.

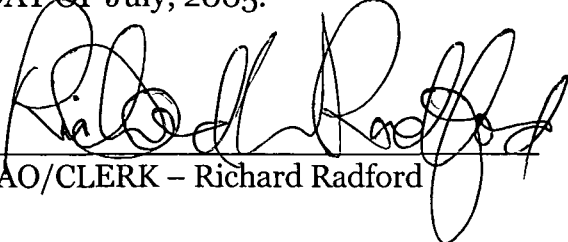
READ A FIRST AND SECOND TIME THIS 11<sup>th</sup> DAY OF July, 2005.

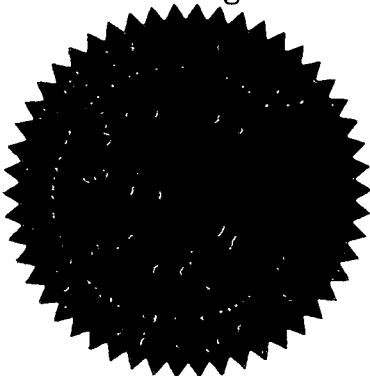
  
\_\_\_\_\_  
MAYOR – Charlie Bagnato

  
\_\_\_\_\_  
CAO/CLERK – Richard Radford

READ A THIRD AND FINAL TIME THIS 11<sup>th</sup> DAY OF July, 2005.

  
\_\_\_\_\_  
MAYOR – Charlie Bagnato

  
\_\_\_\_\_  
CAO/CLERK – Richard Radford



**SCHEDULE 'A'**

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE  
(hereinafter called "Arran-Elderslie")**

**-and –**

**THE CORPORATION OF THE MUNICIPALITY OF BROCKTON  
(hereinafter called "Brockton")**

**-and –**

**THE CORPORATION OF THE TOWN OF HANOVER  
(hereinafter called "Hanover")**

**-and -**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY  
(hereinafter called "West Grey")**

**RECITALS**

**WHEREAS** the Municipal Act 2001, S.O. 2001, c.25, as amended, Section 70, authorizes a council of a municipality to pass a by-law for establishing, operating, maintaining and improving of an airport.

**AND WHEREAS** Section 202, of the said Municipal Act authorizes municipalities to pass by-laws for entering into agreements to establish a joint municipal service board for fulfilling, executing or completing at their joint expense and for their joint benefit any service within the jurisdiction of the council.

**AND WHEREAS** by Letters Patent dated October 11, 1990 which are attached as Schedule "A" to this agreement Saugeen Municipal Airport (the "Corporation") was incorporated as a corporation without share capital for the purpose of providing and operating a regional airport to serve the southern Grey and Bruce County, Ontario region.

**AND WHEREAS** the applicants for incorporation were all members of the municipal council of the parties hereto.

**AND WHEREAS** land had been acquired in the former Township of Brant, now in the Municipality of Brockton and an aerodrome (*hereafter referred to as the "Airport"*) had been established and is operating therein.

AND WHEREAS funds to establish the airport were contributed by all of the parties and the Government of Canada and the Province of Ontario.

AND WHEREAS the parties wish to enter into this agreement to provide for the continued operation and management of the Corporation and the Airport.

AND WHEREAS the Corporation will enact By-Law No.1 in the form attached as Schedule "B" to this agreement providing that each of the parties hereto shall appoint members to a Board of Commissioners of the Corporation.

NOW THEREFORE this agreement witnesseth that the parties hereto in consideration of the premises and the mutual covenants and agreements hereinafter contained and expressed, MUTUALLY COVENANT AND AGREE as follows:

#### ESTABLISHMENT OF AIRPORT

1. The parties hereto agree that they have jointly established an airport in the Municipality of Brockton on lands located on Part Lot 62, 63 & 64, Concession 1 & 2, North Durham Road, Municipality of Brockton, County of Bruce and hereinafter called the Airport Lands.
2. The parties agree that the Airport is established in compliance with the Canadian Aviation Regulations.

#### ESTABLISHMENT OF COMMISSION

3. That management of the Airport shall be entrusted to the Board of Commissioners of the Corporation which shall be composed of the members of the Corporation and shall hereinafter be referred to as the "Commission" for the purposes of this agreement. The members of the Commission shall be appointed by and represent the parties in accordance with the membership provisions of By-Law No.1 of the Corporation attached as Schedule "B" hereto and forming part of this agreement and the parties agree to ensure that the membership of the Commission will remain as provided for in the by-laws.

#### AIRPORT LANDS

4. The Commission shall be responsible for the operation, maintenance, improvement, control and management of the Airport including the Airport Lands and the Airport's related business activities.
5. It is agreed that the title to the Airport Lands shall be registered to the said Corporation and shall be held in trust for the parties to the Agreement.

COST SHARING

6. a) Effective January 1, 2006, it is agreed that the cost of operating the Airport, which include but are not limited to, all operating costs and general maintenance costs associated with the operation of the Airport and the Airport Lands as well as any necessary capital improvements to the Airport and the Airport Lands, shall be allocated to the parties in 2006, 2007, 2008 and 2009 in the following proportion.

Brockton	40.05%
Hanover	29.70%
West Grey	25.20%
Arran-Elderslie	5.05%

b) For the calendar year 2005 (January 1 to December 31), the cost sharing ratios shall be allocated to the parties in the following proportion:

Brockton	35.475%
Hanover	34.10%
West Grey	25.50%
Arran-Elderslie	4.925%

c) Please refer to Schedule C - to this agreement, which outlines the supporting calculations for the above-noted proportions for each party.

d) The above-noted proportions to be allocated to each party will apply until December 31, 2009. The formulae noted in attached Schedule C- to this agreement, will be reviewed commencing on May 1, 2009 and any adjustments from that review will take effect on January 1, 2010. Subsequent reviews of the attached formula outlined in Schedule C - to this agreement will be conducted every five years thereafter.

e) Should costs arise from actions or occurrences which predate this agreement, the Cost sharing agreement in place at the time of the occurrence shall apply.

7. It is agreed between the parties hereto that further monies and additional funds for maintenance, administration, operation and contingencies as may be required and determined by the Commission shall be authorized by the councils of the municipalities, parties hereto on an annual budgetary basis with each annual requirement to be contributed by the municipalities, parties hereto in the same proportions as set out in paragraph 6.

8. The Commission shall make application for all available operating grants available from all Government and other agencies and such grants as may be available shall be taken into account in the preparation of the Commission's budget from year to year along with any other revenues obtainable by the Commission. The Commission shall submit its budget to each member municipality for approval no later than February 28th of each year.

(a) Approval of the annual budget of the Airport by the parties to this agreement must occur no later than May 31<sup>st</sup> of each year

(b) The parties hereto agree that they will pay to the Commission, the amount of their apportionment as calculated in accordance with paragraph 6 and the related Schedule "C" to this agreement, upon the acceptance of the Commission's budget and further will remit any additional monies as assessed by the Commission and approved by the parties hereto, in accordance with paragraph 6 and the related schedules to this agreement. The apportionment of each municipality shall be paid to the Commission in two equal installments, on or before May 1<sup>st</sup> and September 1<sup>st</sup> of each budget year. Interest will be charged to the defaulting party or parties on the unpaid portion of its apportionment remaining after the due date in any year, at the rate the Commission would be required to borrow money at the relevant time whether or not the Commission is actually required to borrow such monies.

(c) The Commission does not have authority to spend beyond the limits established within the annual budget approved by the parties to this agreement. Whenever extraordinary capital improvements and related items are required, that would extend the Commission's liability beyond that which is budgeted for in the current year, these items will require separate approval(s) by the partner municipalities along with a detailed analysis of the projects(s).

#### ADDITION OF NEW PARTIES

9. If any other municipality not already a party to this agreement at the date of its execution desires to subsequently join and participate in the airport undertaking and thereby become a member of the said Corporation they may apply in writing to the Commission, and their acceptance and cost sharing proportion, shall be subject to the approval of the parties to this agreement. If a Recorded Vote is called, the vote will be taken according to Schedule "B" By-law No.1 Section 7

#### WITHDRAWAL OF PARTIES

10. (a) No municipality, being a party to this agreement shall withdraw as a member of the Commission without first giving notice of its intention to withdraw, in writing to the Commission and no withdrawal shall be effective until the first day following twenty-four months from the withdrawal notice (i.e. notice to withdraw on May 1/05, then the withdrawal would take effect May 1/07). Notice shall be provided by letter to the attention of the Chairman of the Commission and mailed to the head office of the Corporation

(b) Any party who withdraws as a member of the Commission shall be obligated to pay its proportionate share of operating the Airport, until the effective date of withdrawal and the obligation to pay such amount shall remain owing and be binding on the party so withdrawing until paid in full.

(c) Any party who withdraws as a member of the Commission shall not be entitled to a return of any monies paid to the Commission in respect of the operation of the Airport whether paid in respect of a capital or operating expense.

(d) In the event a party withdraws as a member of the Commission, the other parties remaining as members shall share in the proportionate cost of the departed member in the proportion that is equal to the proportion of the expenses which they are now paying as agreed in paragraph 6.

(e) In the event of the sale or other disposition of the assets of the Corporation or the dissolution of the Corporation, the net proceeds remaining after payment of all outstanding liabilities of the Corporation shall be divided among the municipalities who at that time are still party to this agreement as amended, in the proportions as may be agreed in the operating agreement for the Commission in force at the time.

#### AUTHORITY OF COMMISSION

11. The Commission shall be entrusted with the control and management of the Airport and Airport Lands as hereinbefore provided and shall have the further right to:

(a) Take all steps necessary to generate revenues and obtain funding including all applications to obtain grants;

(b) To make recommendations to the parties for the construction of additional buildings or facilities as same may be required from time to time;

(c) To make recommendations to the parties to provide facilities or other aeronautical devices as may be from time to time required as matters of expediency or safety, or as may be required from time to time by Canadian Aviation Regulations;

(d) To supervise the operation, maintenance, improvement and control of the said airport in accordance with the regulations of Transport Canada and the Canadian Aviation Regulations The sum to be expended annually in accordance with the proportions in Section 6, and according to a procurement by-law that meets provincial guidelines for municipalities;

(e) The Commission may establish rules and regulations not inconsistent with the provisions of this agreement for the conduct of its meetings and for the management of the said airport and for the furtherance of the projects authorized hereunder. Such rules may be amended and changed from time to time within the discretion of the members of the Commission.

(f) To be responsible for all public relations involving the contributing municipalities regarding the airport facilities and an airport;

(g) To enter into agreements with any party for the use of the airport facilities including the lease of lands or the buildings owned by it or for any other fees or charges as may be set from time to time by the commission;

(h) If further monies grants or other revenues in addition to those approved by participating municipalities are received, a revised budget shall be approved by the participating municipalities, prior to the spending of such sums.

#### Audited Financial Statements

13 (a) The Commission shall choose the Auditors of the Airport who shall be qualified as a Chartered Accountant or Certified General Accountant for the Province of Ontario; the process to choose the Auditors will meet the Ontario Municipal Act.

(b). The Commission shall submit to each party hereto, an audited financial statement accounting for the expenditures incurred for the previous operating year, prepared by a Chartered Accountant or Certified General Accountant to be retained by the Commission, and delivered no later than June 30th in each year.

#### ARBITRATION

14. The parties agree that if any dispute arises in connection with any of the provisions herein contained between any of the parties hereto that such disputes shall be resolved by binding arbitration pursuant to the provisions of the Arbitrations Act of Ontario, S.O. 1991, Chapter 17 as amended (hereafter the " Arbitration Act"). Upon the consent of the parties involved in the dispute the matter may be referred to the Ontario Municipal Board for hearing and determination in accordance with paragraph (i) of Section 54 (j) of The Ontario Municipal Board Act. If one of the parties does not consent to the matter being referred to the Ontario Municipal Board ("OMB") for arbitration or the OMB refuses to Act as arbitrator of the dispute, the parties shall by agreement select an arbitrator. If an agreement cannot be reached on the naming of a arbitrator, then an arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice or as provided for in the Arbitration Act.

#### BINDING

The parties hereto agree that this agreement shall be binding on the parties, and their respective successors and assigns.

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per: Don L. Oswald,  
Mayor

Clerk [Signature]

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: Bagnato  
Mayor

Clerk [Signature]

THE CORPORATION OF THE TOWN OF HANOVER

Per: [Signature]  
Mayor

Clerk [Signature]

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per: Delton Becken  
Mayor

Clerk [Signature]





Continued

5. The applicants who are to be the first directors of the corporation are:

Lawrence Richard Copeland

R.R. #4, Mount Forest, Ontario  
NOG 2LO

James William Bolden

6 Lynwood Place, Walkerton, Ontario  
NOG 2VO

6 The objects for which the corporation is incorporated are:  
Objets pour lesquels l'association est constituée:

- (a) To provide and operate a regional airport to serve the southern, Grey and Bruce County, Ontario region.

7. The special provisions are/Dispositions particulières:




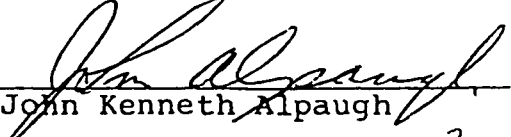

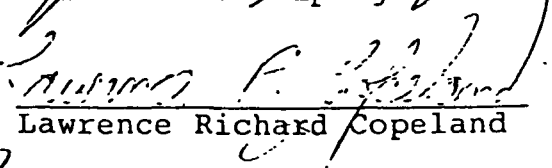

- (a) For the objects aforesaid, to accept donations, gifts, legacies and bequests.

the names and residence addresses of the applicants and  
Noms et adresses personnelles des requérants

Name in full, including all first, middle names Nom et prénoms au complet	Residence address, giving Street & No or RR No & Municipality or Post Office and Postal Code Adresse personnelle y compris la rue et le numéro ou la RR et le numéro et la municipalité ou le bureau de poste et le code postal	Calling (occupation) Profession
Bruce Samuel French	R.R.#1 Elmwood, Ontario NOG 1S0	Retired
Lorne Henry Mullen	R.R.#3 Hanover, Ontario N4N 3B9	Doctor (Radiologis)
Norman Ross Thompson	150 Albert Street Durham, Ontario NOG 1R0	Buyer- Interforest
John Kenneth Alpaugh	<del>XXXXXXXXXXXXXXXXXXXX</del> Lot 27, <del>XXXXXXXXXX</del> Concession 13, Township of Elderslie	Dead Stock Remova
Beverley Charles Strucke	571 - 12th Street Hanover, Ontario N4N 1W5	Salesman- Hanover Kitchens
Lawrence Richard Copeland	R.R.#4 Mount Forest, Ontario NOG 2L0	Farmer School Bus Dr.
James William Bolden	6 Lynwood Place Walkerton, Ontario NOG 2V0	Mayor of Walkert Postal Clerk

This application is executed in duplicate.  
Cette requête est faite en double exemplaire.

Signatures of applicants/Signature des requérants

 Bruce Samuel French	 Lorne Henry Mullen
 Norman Ross Thompson	 John Kenneth Alpaugh
 Beverley Charles Strucke	 Lawrence Richard Copeland
 James William Bolden	

**SCHEDULE 'B'**

**BY-LAW NO.1**

A By-law relating generally to the transaction  
of the affairs of Saugeen Municipal Airport Corporation.

BE IT ENACTED as a by-law of Saugeen Municipal Airport Corporation (hereafter referred to as the Corporation) as follows:

**HEAD OFFICE**

1. The head office of the Corporation is located at R.R, #1, Walkerton, Ontario.

**SEAL**

2. The Commissioners of the Corporation, have by resolution, adopted a corporate seal.

**BOARD OF COMMISSIONERS**

3. The affairs of the Corporation shall be managed by a Board of Commissioners, not to exceed 7 or be less than five, and at the time of their appointment according to section 17 of this by-law No.1 shall be a member of the Corporation. Each commissioner shall hold office until the first annual meeting after they are appointed according to section 17 of this by-law No.1 or until their successor has been duly qualified according to section 17 of this by-law No.1

**VACANCIES, BOARD OF COMMISSIONERS**

4. (a)A vacancy in one or more of the municipal appointees must be filled according to article 17.c) to complete the balance of that municipality's term of appointment.  
  
(b)A vacancy in one of the members at large can be filled by the municipal appointees to complete that member at large's term, or if the remaining members agree, such vacancy shall be filled at the next annual meeting of the commissioners at which the commissioners for the ensuing year are elected

## **QUORUM AND MEETINGS, BOARD OF COMMISSIONERS**

5. A majority of the Commissioners shall form a quorum for the transaction of business. Except as otherwise required by law, the Board of Commissioners may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the directors are present, or if those absent have signified their consent to the meeting being held in their absence. Commissioners' meetings may be formally called by the Chair or the Vice-Chair or by the Secretary on direction in writing of two Commissioners. Notice of such meeting shall be delivered, telephoned or transmitted to each Commissioners not less than five business days before the meeting is to take place or shall be mailed to each director not less than five days before the meeting is to take place. The statutory declaration of the Secretary or Chair that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The Board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A Board meeting may also be held, without notice, immediately following the annual meeting of the corporation. The Commissioners may consider or transact any business either special or general at any meeting of the board. In the case of emergencies meetings will be called at the discretion of the Chair or by two Commissioners

## **ERRORS IN NOTICE, BOARD OF COMMISSIONERS**

6. No error or omission in giving such notice of a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

## **VOTING, BOARD OF COMMISSIONERS**

7. (a) For all matters, except when a RECORDED VOTE has been requested by a member of the Board, questions arising at any meeting of Commissioners shall be decided by a majority of votes. All votes at such meeting shall be taken by ballot if so demanded by any Commissioner present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairman that a resolution has been carried and any entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the Chair his duties may be performed by the Vice-Chair or such other director as the Commission may from time to time appoint for the purpose.

- (b) For matters when a RECORDED VOTE has been requested by a member of the board, the following weighting will be applied: Brockton, Hanover and West Grey will be credited with 4 votes each, while Arran-Elderslie will get credit for 2 votes and members at large 1 vote each.

### **POWERS**

8. The Commissioners of the Corporation shall administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do. Without in any way derogating from the foregoing, the Commissioners are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property movable or immovable, real or personal, or any right of interest therein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.

### **REMUNERATION OF COMMISSIONERS**

9. a) Remuneration of Municipal Appointees will be determined by their respective Municipalities.
- b) No remuneration will be paid by Saugeen Municipal Airport.
- c) Members at large will be compensated for mileage, and other expenses that may be required from time to time, with the mileage rate to be set by the Board of Commissioners.

### **OFFICERS OF CORPORATION**

10. There shall be a Chair, a Vice-Chair a Secretary and a Treasurer or in lieu of a Secretary and Treasurer, a Secretary-Treasurer and such other officers as the Board of Commissioners may determine by by-law from time to time. One person may hold more than one office except the offices of Chair and Vice-Chair. The Chair and Vice-Chair shall be elected by the Board of Commissioners from among their number at the first meeting of the Board after the annual election of such Board Commissioners, provided that in default of such election the then incumbents, being member of the Board, shall hold office until their successors are elected.



### **DUTIES OF Chair AND VICE- Chair**

11. The Chair shall, when present, preside at all meetings of the members of the Corporation and of the Board of Commissioners. The Chair shall also be charged with the general management and supervision of the affairs and operations of the Corporation. The Chair with the Secretary or other officer appointed by the Board for the purpose shall sign all by-laws and membership certificates and other necessary documents. During the absence or inability of the Chair, his duties and powers may be exercised by the Vice- Chair and if the Vice- Chair or such other director as the Board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the Chair shall be presumed with reference thereto.

### **DUTIES OF SECRETARY**

12. The Secretary shall be ex officio clerk of the Board of Commissioners. The Secretary shall attend all meetings of the Board of Commissioners and record all facts and minutes of all proceedings in the books kept for that purpose. The Secretary shall give all notices required to be given to members and to Commissioners. The Secretary shall be the custodian of the seal of the Corporation and all books, papers, records, correspondence, contracts and other documents belonging to the Corporation which he shall deliver up only when authorized by a resolution of the Board of Commissioners to do so and he shall perform such other duties as may from time to time be determined by the Board of Commissioners.

### **DUTIES OF TREASURER**

13. The Treasurer, or person performing the usual duties of a Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Corporation in such banks or banks as may from time to time be designated by the Board of Commissioners. The Treasurer shall disburse the funds of the Corporation under the direction of the Board of Commissioners, taking proper vouchers therefore and shall render to the Board of Commissioners at the regular meetings thereof or whenever required of the Treasurer, an account of all his transactions as Treasurer, and of the financial position of the Corporation. He shall also perform such other duties as may from time to time be determined by the Board of Commissioners.

## **DUTIES OF OTHER OFFICERS**

14. The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board of Commissioners requires of them.

## **EXECUTION OF DOCUMENTS**

15. Deeds, transfers, licenses, contracts and engagements on behalf of the Corporation shall be signed by either the Chair or Vice-Chair and by the Secretary, and the Secretary shall affix the seal of the Corporation to such instruments as require the same.

Contracts in the Ordinary course of the Corporation's operations may be entered into on behalf of the Corporation by the Chair, Vice-Chair, Treasurer or by any person authorized by the Board.

The Chair, Vice- Chair, the Commissioners, Secretary or Treasurer, or anyone of them, or any person or persons from time to time designated by the Board of Commissioners may transfer any and all shares, bonds or other securities from time to time standing in the name of the Corporation in its individual or any other capacity of as trustee or otherwise and may accept in the name and on behalf of the Corporation transfers of shares, bonds or other securities from time to time transferred to the Corporation, and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any and all instruments in writing' necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept transfers of shares bonds or other securities on the books of any company or corporation.

Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board of Commissioners may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligations of the Corporation may or shall be executed.

## **BOOKS AND RECORDS**

16. The Commissioners shall see that all necessary books and records of the Corporation required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept.

## **MEMBERSHIP**

17. (a) The number of members of the Corporation shall not exceed 7.
- (b) The first members of the Corporation shall be the Municipalities for the incorporation of the Saugeen Municipal Airport.
- (c) The municipal Council of each of the Municipality of West Grey, Town of Hanover, Municipality of Brockton, and Municipality of Arran-Elderslie shall each be entitled to appoint one member from their respective municipal council for a term which will coincide with the term of each municipal council, and there shall be approved and appointed at all times members to ensure one member by each of the said municipalities. The approval of such member shall be by resolution of the council of the said municipality, filed with the Secretary of the Corporation.
- (d) In addition there may be up to a maximum of 3 further members, admitted to the Corporation, provided such members must be elected by a majority of those members appointed by the municipalities herein before referred to. Members at large will be appointed for a two year term, and may be appointed for multiple terms.
- (e) The 4 municipal appointees herein before referred to shall:
- a) Determine by motion at a regularly scheduled meeting of the board of Commissioners the number of additional members to be appointed to represent members at large, and
  - b) Determine the method of inviting and choosing applicants for the additional members at large
- (f) Members of the Corporation, except those appointed at a meeting held for the purpose of organizing the said Corporation, as set out hereinbefore, shall be appointed members of the Corporation, to coincide with the term of their council. All members of the Corporation whose term of membership expires shall be eligible to be reappointed in the Corporation, but the appointment of those members of the Corporation who shall be approved by the municipal council of the municipality of whose member in the Corporation they are deemed to be, shall be appointed as hereinbefore set out and provided.

## **ANNUAL AND OTHER MEETINGS OF MEMBERS**

18. a) The annual or any other general meeting of the members shall be held at the head office of the Corporation or elsewhere in Ontario as the Board of Commissioners may determine and on such day as the said Commissioners shall appoint. At every annual meeting, in addition to any other business that may be transacted, the report of the Commissioners, the financial statement and the report of the auditors shall be presented and a Board of Commissioners elected and auditors appointed for the ensuing year. The members may consider and transact any business either special or general without any notice thereof at any meeting of the members, except for the annual General meeting which will be limited to items included with the agenda circulated earlier. The Board of Commissioners or the Chair or Vice-Chair shall have power to call at any time a general meeting of the members of the Corporation. Notice of time and place of every such meeting shall be given to each member by sending the notice by prepaid mail or telegraph, ten days before the time fixed for the holding of such meeting; provided that any meetings of members may be held at any time and place without such notice if all the members of the Corporation are present thereat or represented by proxy duly appointed, and at such meeting any business may be transacted which the Corporation at annual or general meetings may transact.
- b) Approved minutes will be posted on the bulletin board at the Saugeen Municipal Airport and sent to the municipalities.

## **ERROR OR OMISSION IN NOTICE**

19. No error or omission in giving notice of any annual or general meeting of any adjourned meeting, whether annual or general, of the members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member, director or officer shall be his last address recorded on the books of the Corporation.

## **QUORUM OF MEMBERS**

20. A quorum for the transaction of business at any meeting of members shall consist of more than 50% of the Commissioners.

### **FINANCIAL YEAR**

21. The fiscal year of the Corporation shall terminate on the 31st day of December in each year.

### **CHEQUES, ETC.**

22. All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by two Commissioners and in such manner as shall from time to time be determined by resolution of the Board of Commissioners and any one (1) of such officers or agents may alone endorse notes and drafts for collection on account of - the Corporation through its bankers, and endorse notes and cheques for deposit with the Corporation's bankers for the credit of the Corporation, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for the purpose. Anyone of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid cheques and vouchers and sign all bank's forms or settlement of balance and release or verification slips.

### **DEPOSIT OR SECURITIES FOR SAFEKEEPING**

23. The securities of the Corporation shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the Board of Commissioners. Any and all securities so deposited may be withdrawn from time to time only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be determined by resolution of the Board of Commissioners and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians by the Board of Commissioners shall be fully protected in acting in accordance with the direction of the Board of Commissioners and shall in no event be liable for the due application of the securities so withdrawn from deposit of the proceeds thereof.

### **NOTICE**

24. Any notice (which term includes any communication or document) to be given, sent delivered or served pursuant to the Letters Patent, the by-laws or otherwise to a member, Commissioners, officer or auditor shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid air or

ordinary mail, or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or at the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary-Treasurer may change or cause to be changed the recorded address of any member, director, officer or auditor in accordance with any information believed by him to be reliable.

### **BORROWING**

25. The Commissioners may from time to time within the approved annual budget or municipally approved long term commitments:
- a) borrow money on the credit of the Corporation; or
  - b) issue, sell or pledge securities of the Corporation; or
  - c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure and securities or any money borrowed, or other debts, or any other obligation or liability of the Corporation.

The Commissioners must request approval from municipal partners for any new undertakings beyond Saugeen Municipal Airport approved annual budgets or previously-approved long-term commitments

From time to time the Commissioners may authorize any officer of the Corporation or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the Corporation as the Commissioners may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

### **INTERPRETATION**

26. In these by-laws and in all other by-laws of the Corporation hereafter passed unless the context otherwise requires, words importing the singular number of the masculine gender shall include the plural number or feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.

Passed by the Board of Commissioners and sealed with the corporate seal this        day  
of        , 2005.

## SCHEDULE – C

### FORMULA FOR COST SHARING BY MUNICIPAL PARTNERS

#### Reference = 6.a) Effective January 1, 2006

The allocation of cost identified in paragraph 6.a) of the Agreement are arrived at Using the following formula, which will be reviewed commencing on May 1, 2009. And every five years thereafter:

#### Hangar Occupancy:

Residence of owner of airplanes that occupy individual hangars at the Airport (as per the current 2004 listing of airplane owners' residences), which equals:

Brockton	= 50.1 %
Hanover	= 21.4 %
West Grey	= 21.4%
Arran-Elderslie	= 7.1 %

#### Location:

The location of the Airport Lands when compared to the proximity Of each municipal partner:

Brockton	= 30%
Hanover	= 38%
West Grey	= 29%
Arran-Elderslie	= 3 %

#### Weighting Factors:

The following factors will be applied to the above-noted percentages:  
50 % X Hangar Occupancy  
50 % X Location

#### Formula for Sharing of Costs, effective January 1, 2006

Municipality	Hangar Occupancy X 50%	Location X 50%	Total
Brockton	25.05%	15.00%	40.05%
Hanover	10.70%	19.00%	29.70%
West Grey	10.70%	14.50%	25.20%
Arran-Elderslie	3.55%	1.50%	5.05%

**SCHEDULE – C (Continued)**

**Reference = 6.b) for the calendar year 2005 (January 1 to December 31)**

For the calendar year 2005, the cost sharing formula for costs outlined in Item 6.a) of the Agreement will apply for 2005 only, and is outlined as follows:

50 % of the 2004 sharing ratios as follows:

Brockton	.5 X 30.9%
Hanover	.5 X 38.5%
West Grey	.5 X 25.8%
Arran-Elderslie	.5 X 4.8%

And

50 % of the sharing ratios effective January 1, 2006, and noted above

Brockton	.5 X 40.05%
Hanover	.5 X 29.70%
West Grey	.5 X 25.20%
Arran-Elderslie	.5 X 5.05%

=

The Sharing ratios for 2005 (adding the above two calculations- 50% X 2004  
And 50% X 2006)

Brockton	35.475 %
Hanover	34.100 %
West Grey	25.500 %
Arran-Elderslie	4.925 %