

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW NO. 99-05

A By-Law to amend By-Law 90-14 as amended by By-Law 90-48, being a By-Law to enter into an agreement with other municipalities to establish, operate, maintain and improve an Aerodrome.

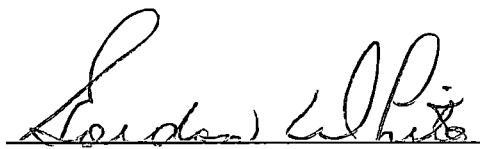
WHEREAS:

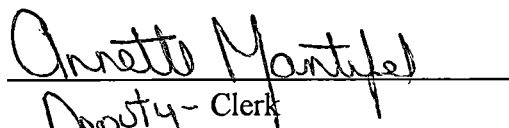
1. Pursuant to Chapter M45, Section 207(10) of the Municipal Act R.S.O. 1990, the Council of the Corporation of the Township of Westmeath has authority to enter into an agreement with other municipalities for establishing, operating, maintaining and improving an Aerodrome in compliance with the Air Regulations (Canada) and for entrusting the control and management of the Aerodrome so established to a commission.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into an agreement with other municipalities to establish, operate, maintain and improve an Aerodrome.

NOW THEREFORE the Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1 That the Corporation of the Township of Westmeath enters into an agreement, known as Schedule "A" and forming part of the by-law, with eight other municipalities to establish, operate, maintain and improve an Aerodrome.
- 2 That the Council of the Corporation of the Township of Westmeath shall by resolution each year appoint a member to the Commission as per paragraph 4 of the Agreement.
- 3 That the Reeve and Clerk are hereby authorized to sign the agreement known as Schedule "A" on behalf of the Corporation.

PASSED and ENACTED this 20<sup>th</sup> Day of January, 1999.

  
Reeve

  
Deputy-Clerk

THIS AGREEMENT MADE THIS 14<sup>th</sup> DAY OF August, 1999

BETWEEN;

THE CORPORATION OF THE CITY OF PEMBROKE  
(Hereinafter called "Pembroke")  
PARTY OF THE FIRST PART

and

THE CORPORATION OF THE TOWN OF DEEP RIVER  
(Hereinafter called "Deep River")  
PART OF THE SECOND PART

and

THE CORPORATION OF THE TOWN OF PETAWAWA  
(Hereinafter called "Petawawa")  
PARTY OF THE THIRD PART

and

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH  
(Hereinafter called "Westmeath")  
PARTY OF THE FOURTH PART

and

THE CORPORATION OF THE MUNICIPALITY  
OF THE TOWNSHIPS OF STAFFORD AND PEMBROKE  
(Hereinafter called "Stafford and Pembroke")  
PARTY OF THE FIFTH PART

and

THE CORPORATION OF THE TOWNSHIP OF ALICE & FRASER  
(Hereinafter called "Alice & Fraser")  
PARTY OF THE SIXTH PART

and

THE CORPORATION OF THE TOWNSHIP OF ROLPH,  
BUCHANAN, WYLIE AND MCKAY  
(Hereinafter called "Rolph, Buchanan, Wylie and McKay")  
PARTY OF THE SEVENTH PART

and

THE CORPORATION OF THE VILLAGE OF CHALK RIVER  
(Hereinafter called "Chalk River")  
PARTY OF THE EIGHTH PART

and

THE CORPORATION OF THE VILLAGE OF BEACHBURG  
(Hereinafter called "Beachburg")  
PARTY OF THE NINTH PART

WHEREAS by Agreement dated February 20, 1968, twelve municipalities entered into an agreement for the establishment of the Pembroke and Area Airport Commission, to provide for the joint ownership, management and funding of a joint airport undertaking;

AND WHEREAS by Agreement dated February, 1990, the same twelve municipalities entered into a new agreement relating to the Pembroke and Area Airport Commission, funding and management of the airport located in the Township of Petawawa;

AND WHEREAS the Pembroke and Area Airport Commission was established as a body corporate by Bill Pr24 of the legislature of the Province of Ontario, which received Royal Assent on June 25, 1992;

AND WHEREAS the Township of Head, Clara and Maria has withdrawn from the Commission pursuant to the provision of Paragraph 10 of the February, 1990 Agreement;

AND WHEREAS the Village of Petawawa and the Township of Petawawa have amalgamated to form the Town of Petawawa;

AND WHEREAS the Township of Stafford and the Township of Pembroke have amalgamated to form The Corporation of the Municipality of the Townships of Stafford and Pembroke;

AND WHEREAS the remaining parties wish to enter into a new agreement providing for changes which have occurred and for the continuing management of the Airport;

AND WHEREAS the provision of the Municipal Act, R.S.O. 1990, c. M.45, as amended, Section 207 (10) provides the authority for municipal councils to appoint a Commission to control, manage, and operate Aerodromes;

AND WHEREAS the Aerodrome is located in the Geographic Township of Petawawa, now in the Town of Petawawa, in the County of Renfrew and known as Part of Lots 22 and 23, Concession 2, 3, 4, and 5, and Part of Lots 6, 7, 8, 9, and 10, Range "C" in the said Geographic Township of Petawawa, now in the Town of Petawawa, in the County of Renfrew;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties hereto hereby covenant and agree with each other as follows:

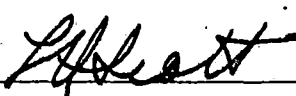
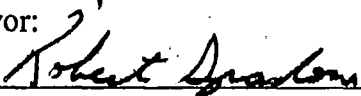
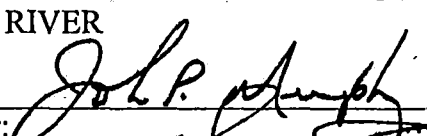
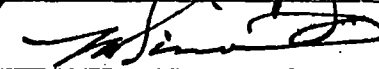
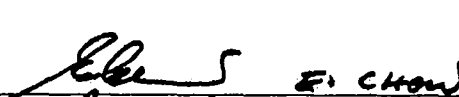

1. For the purposes of this Agreement, the following definitions shall apply:
  - a) "Party Municipality" shall mean a municipal corporation that is a party to this Agreement;
  - b) "Non-Party Municipality" shall mean a municipal corporation that is not a party to this Agreement;
  - c) "Successor Municipality" shall mean the municipal corporation that results from the amalgamation of two or more municipal corporations, of which at least one is a Party Municipality.
2. This agreement shall replace the February 1990 Agreement and each Party Municipality shall be relieved of its obligations under the former agreement upon execution of this Agreement by all of the parties to this Agreement;
3. The control and management of the Aerodrome referred to above in the Town of

Petawawa shall be entrusted to the Commission, which Commission shall continue to be known as the Pembroke & Area Airport Commission;

4. Each Party Municipality shall appoint one Member to the Commission, however, the two Municipalities with the largest equalized assessment shall each appoint one additional Member subject to the provisions of Paragraph 11 herein. Each Member shall have one vote. It is further agreed that each Member shall hold office until a successor is appointed by the respective municipality;
5. Each Party Municipality or Successor Municipality shall collectively contribute to the funding of the operations of the Aerodrome on the basis of annual levy, apportioned according to the assessment of each Party Municipality or Successor Municipality as determined under the Assessment Act. The said assessment is to be updated annually. The annual levy for each Party Municipality shall be in accordance with the budgetary process as set out in Paragraph 7.
6. It is further agreed that the percentage of ownership interest of each Party Municipality in the property of the Pembroke & Area Airport at any time shall be in accordance with the latest published assessment of the County of Renfrew, but in the event the assessment schedule is not available, both the ownership percentage and the annual levy shall be determined in accordance with Schedule "A" attached hereto, which Schedule shall form part of this Agreement. The assessment relating to the geographic area of any Non-Member Municipality which amalgamates with a Member Municipality shall not be taken into account for the purposes of establishing the percentage of ownership interest as set out in this Paragraph;
7.
  - (a) The Commission will continue to meet the requirements for Transport Canada operational subsidy and will operate within pre-approved budget guidelines as set out in this Paragraph. The total amount of the collective levies on Party Municipalities for 1998 shall not exceed \$45,000.00. For subsequent years, a proposed budget shall be submitted to each Party Municipality for approval. The approval of the budget by 75% of the Party Municipalities shall be binding on all of the Party Municipalities to this Agreement, provided that the annual increase for the collective levies for any year subsequent to 1998 does not exceed five (5) percent. In the event the proposed budget requests collective levies from the Party Municipalities in excess of five (5) percent from the preceding year, then one hundred (100) percent approval is required from the Party Municipalities to this agreement to be binding. The levies shall be payable on the 30<sup>th</sup> day of June in each year by each Party Municipality. Late payments will be assessed a penalty of 1.25% per month. Each Party Municipality agrees to pay the levies and any late payments which are assessed.
  - (b) This agreement shall be effective for the 1998 fiscal year of the Pembroke and Area Airport Commission and for subsequent fiscal years. The fiscal year of the Commission is currently January 1 to December 31.
8. This Agreement shall not be changed or amended without prior written consent from all Party Municipalities;

9. The Parties hereto agree that any dispute which arises in connection with this Agreement shall be referred to the Municipal Board for hearing and determination in accordance with Section 198(1) of the Municipal Act R.S.O. 1990, c. M.45, as amended;
10. A quorum of the Pembroke & Area Airport Commission shall be 50% of the members plus one. A vote at a meeting must be carried by a majority of those present at the meeting and voting.
11.
  - a) The Parties hereto acknowledge and agree that where two or more Party Municipalities amalgamate, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality.
  - b) Where any Party Municipality amalgamates with one or more Non-Party Municipalities, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality. However, the assessment of the Non-Party Municipality shall not be taken into account in calculating the proportionate share of the Successor Municipality for the purposes of Paragraph 5 of this Agreement.
  - c) Successor Municipalities shall have one member subject to the provisions of Paragraph 4 which provides for two additional appointments to the Commission. In calculating the largest equalized assessment, the assessment in the geographic area of any Non-Party Municipality shall not be taken into account in the determination of which of the two municipalities are entitled to one additional member for the purposes of Paragraph 4.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF THE CITY OF
	)	PEMBROKE.
	)	
	) per:	<u></u>
	)	Mayor:
	)	<u></u>
	)	Chief Administrative Officer <del>DEPUTY CLERK</del>
	)	
	)	THE CORPORATION OF THE TOWN OF
	)	DEEP RIVER
	) per:	<u></u>
	)	Mayor:
	)	<u></u>
	)	Clerk-Administrator:
	)	
	)	THE CORPORATION OF THE TOWN OF
	)	PETAWAWA
	) per:	<u></u>
	)	Mayor
	)	<u></u>
	)	Clerk:

THE CORPORATION OF THE  
TOWNSHIP OF WESTMEATH

per:

London White

Reeve:

Randi Keith

Clerk:

THE CORPORATION OF THE  
MUNICIPALITY OF THE TOWNSHIPS  
OF STAFFORD AND PEMBROKE

per:

Jack Wilson

Reeve:

[Signature]

Clerk:

THE CORPORATION OF THE  
TOWNSHIP OF ALICE & FRASER

per:

Harold Hill

Reeve:

Deane Lloyd

Clerk:

THE CORPORATION OF THE  
TOWNSHIP OF ROLPH, BUCHANAN,  
WYLIE AND MCKAY

per:

Paul Co.

Reeve:

[Signature]

Clerk:

THE CORPORATION OF THE VILLAGE  
OF CHALK RIVER

per:

Paul DeLoe

Reeve:

[Signature]

Clerk:

THE CORPORATION OF THE  
VILLAGE OF BEACHBURG

per:

Art Jameson

Reeve:

Phyllis McLeese

Clerk:

SCHEDULE "A"

**PEMBROKE & AREA AIRPORT COMMISSION**

*MUNICIPAL REQUISITION:*                      **45000**

*FOR THE YEAR:*                                      **1999**

MUNICIPALITY	TOTAL ASSESSMENT	PERCENTAGE OF TOTAL
ALICE & FRASER	201736085	7.732%
BEACHBURG	33752800	1.294%
CHALK RIVER	36322400	1.392%
DEEP RIVER	268054800	10.274%
PEMBROKE	733815500	28.127%
PETAWAWA	744221500	28.526%
ROLPH, BUCHANAN ET AL	157309900	6.030%
STAFFORD & PEMBROKE	275284800	10.552%
WESTMEATH	158453000	6.073%
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	2608950785	100.000%