Agenda
Municipality of West Grey Committee of the Whole
To be Held on Monday, October 29, 2018 at 9:00 a.m.
At the Council Chambers – West Grey Municipal Office

1. Call to Order 9:00 a.m.

2. Declarations of Pecuniary Interest

3. Closed Session - None

REGULAR AGENDA: 9:05 a.m.

4. Matters Arising from the Closed Session – n/a

5. Public Meetings - None

6. Delegations

Roger Cook, Manager, Saugeen Mobility and Regional Transit - Presentation to Council (attachment) 9:15 a.m.

7. Business Arising From Previous Meeting

8. Staff Reports 9:30 a.m.

Director of Infrastructure and Public Works – Report COW #10/29/18 (attachment)
Manager, Parks, Recreation & Culture – Report COW #10/29/18 (attachment)

9. New Business

10. Adjournment 10:45 a.m.

*Please Note: all times are approximate, and are subject to change.
Saugeen Mobility and Regional Transit is your local specialized public transit partnership serving the mentally and physically challenged residents of Arran-Elderslie, Brockton, Chatsworth, Hanover, Huron-Kinloss, Kincardine, Saugeen Shores, Southgate and West Grey.

SMART provides safe, dependable transportation solutions to individuals and groups for medical appointments, employment opportunities, shopping and social outings.

Ridership in 2017 totaled 32488, down 3.18% from 33556 rides in 2016. There were 24501 individual rides and 7987 group excursion rides.


Overall operating expenses were $1,491,536 in 2017 compared to $1,362,396 in 2016 with a 2017 net operating deficit of $493,210 compared with $391,575 the year before.

The gross operating deficit for 2017 (total operating expenses less total user fees) was $1,109,516 or $34.15 per ride compared to $978,684 or $29.17 per ride in 2016. This deficit was funded by municipal contributions of $610,000 ($18.78 per ride) and MTO Gas Tax for Transit funding of $493,210 ($15.18 per ride). Donations and miscellaneous revenue account for the remainder.
SMART currently has a fleet of 27 vehicles and 28 drivers. Three adapted minivans were added to the fleet in 2018 and two 9-passenger buses were added in 2017.

Individual user fees are currently $2.00 plus $.50/km with a $7.50 minimum per ride. The first hour of waiting time is free; after that waiting time is charged at $19.00 per hour. Out of area rides or where a vehicle and driver are deemed to be ‘chartered’ are charged at $.50/km plus $19.00 per hour from the time the vehicle arrives at the client’s pick-up until the client is done with the vehicle. There are no ‘deadhead’ charges.

SMART’s minimum individual user fee of $7.50 is one of the highest in the province. The number of monthly minimum charge individual rides totals about 800 each month compared to more than 1000 in 2014-15. A lower minimum individual user fee would likely bring these rides back, which would have the added benefit of increasing SMART’s MTO Gas Tax payment.

A ‘ride’ is defined as one person going from point ‘A’ to point ‘B’. A ‘return trip’ is 2 ‘rides’. As per AODA, each client may have a companion or attendant ride free of charge. Attendant/companion rides are counted as rides along with the client. As well, extra stops between destination points are counted as rides since there is a charge for them.

Please note that as a public transit service SMART is barred by legislation from restricting rides to clients for any reason including purpose, destination or number. As well, SMART has no authority to ‘means test’ its clients.

SMART is a registered Canadian charity. Donations are gratefully received and tax receipts are issued for all donations.

In the view of the Ontario Ministry of Transportation, public transit services are a municipal responsibility. The Government of Ontario, however, provides considerable funding to all transit systems in the province to support their operations through the Ministry of Transportation’s Dedicated Gas Tax Funds for Public Transportation Program. Funds under this program are paid early in the year based on
population and ridership data from two calendar years previous (March 2018 funding was based on 2016 statistics).

The Town of Hanover acts as SMART’s ‘Host Municipality’ for the purpose of receiving and holding ‘in trust’ this dedicated Gas Tax funding until such time as it is used for capital purchases, operational deficits or other projects deemed to be improvements to the transit service in accordance with MTO guidelines and criteria - the most fundamental of which is exceeding the ‘baseline’ local revenue number.

Like all transit systems, SMART has a ‘baseline revenue’ amount that must be exceeded by ‘local revenue’ in order to have access to the MTO Gas Tax Reserve Account. This revenue number was established in 2004 based on the average of expenditures over the three year period 2001-03 and is increased by 2% annually. For 2018, this ‘baseline’ amount is $486,278 and will increase to $496,004 for 2019.

In 2018, SMART received $709,844 from the MTO Gas Tax for Transit Program. A similar amount is expected in 2019.

MTO funding under the Gas Tax for Transit Program is subject to a cap of 75% of local revenue – municipal funding, user fees, donations, etc.

For each funding cycle, the MTO makes two calculations for each transit service – the amount a service is eligible for (based on population and ridership) and the amount represented by the 75% local revenue cap. Each service then receives the LOWER of these two amounts.

SMART is no longer limited by the 75% local revenue cap. It is only limited by its ridership.

SMART received $98,205 in federal Public Transit Infrastructure Funding, which was used primarily to purchase Novus scheduling software from TripSpark Group. This software is allowing SMART to schedule rides more efficiently and track those rides more accurately.

The federal government has stated there will be a Phase 2 of this funding but details have yet to be announced.
SMART is far more dependent on MTO Gas Tax funding for operational expenses than other comparable transit services. This is leaving fewer and fewer dollars available to replace vehicles. As the vehicle fleet ages it requires more frequent and more expensive repairs and becomes more prone to ‘in service’ breakdowns which affect both service to our clients and our reputation for being dependable.

Thus far, 2018 has been much like 2017 – busy but steady with total ridership to September 30 up 6.83% to 25684 rides versus 24041 in 2017.

Currently, West Grey has 212 registered clients.

In 2017, clients from West Grey took 3062 rides compared to 3502 rides in 2016, a decrease of 12.56%.

To September 30, 2018, clients from West Grey have taken 2273 rides, an increase of 7.27% from 2119 rides Jan-Sep 2017.

SMART’s 2018 local revenue is budgeted to be $1,000,000 of which $630,000 is to be provided by the 9 partner municipalities, $364,000 by users through user fees and $6,000 by donations and other miscellaneous revenue sources.

Operational expenses are budgeted to be $1,500,000.

The net operating deficit of $500,000 will be fully funded by the Gas Tax Reserve account.

In keeping with MTO methodology, municipal contributions are calculated annually with a 30% weighting applied to population and a 70% weighting applied to ridership. This overall contribution percentage or ‘share’ is then applied to the total municipal contribution to give the amount due from each municipality.
West Grey’s share of the 2018 municipal contribution is $71,145.61, down from $77,779.67 in 2017. West Grey’s ‘share’ decreased to 11.29% from 12.75%.

At $71,145.61, West Grey’s 2018 contribution amounts to less than 1% of local taxation.

The 2019 contribution is budgeted at $75,962.48.

For local taxpayers, SMART represents a tremendous value when compared to other specialized public transit services. SMART serves a population of more than 82,000 which makes it one of 22 services in Ontario serving populations of 50,000 to 150,000.

In 2016, these 22 services had operational expenses of $109,380 per vehicle while SMART had operational expenses of $56,766 per vehicle.

On average, these 22 services received municipal funding for more than 74% of their 2016 operating expenses while SMART received about 43%.

Municipal funding for these 22 services in 2016 amounted to $9.66 per capita compared to SMART’s municipal funding of $7.35 per capita.

Compared to its peer group, SMART continues to be chronically underfunded by its municipal partners. This underfunding means that SMART is far more dependent on the Gas Tax for Transit Program for operational costs than its peers. The effect of this is that SMART will very soon have difficulty purchasing new vehicles since all MTO funding will be spent on operational expenses.

For those who use and depend on SMART, this is a service that is highly valued. The service you provide through SMART helps to keep the most vulnerable members of your community independent, mobile and involved. Many studies have shown a direct link between mobility and good health, both physical and mental.
Medically related rides constitute an estimated 60% of the rides supplied by SMART. The remaining rides are for social outings and work related transportation.

Municipal services like SMART are not simply expenditures. They are investments in building communities. People no longer just live where they were raised or work; they live where they can find the ‘life’ balance they want. Public services, especially municipal services, are a large part of that equation. If the services they want (or need) are not available in a particular community, they will choose (or perhaps be forced) to live somewhere else where those services are available.

The population of Canada, especially in rural areas, is aging (as you no doubt know). There will only be increasing demand for this type of service over the next few decades. Luckily, the provincial government recognizes this fact and appears very interested in transportation issues, especially in rural areas.

According to statistics from the 2011 census, Bruce County had 20% of its population aged 65 or older. In Grey County, that percentage is about 21%. This compares to 14.6% for the Province of Ontario as a whole. The median age of the population is 47 years in Bruce and 47.3 years in Grey compared to 40.4 years provincially.

In response to these demographics, communities in Grey and Bruce have been adding a considerable number of new housing units for their aging residents. A safe, dependable and affordable transportation service for those residents is going to be a critical part of their quality of life and their being able to remain independent for as long as possible.

If you have further questions or comments regarding SMART, I can be reached at 519-881-2589 or by e-mail at roger@saugeenmobility.ca.
## Subject #1: Road Supervisor’s Report

Staff has been busy with the following activities:

- Completed the Installation of a twin CSP culvert on Concession 4 NDR just west of Allen Park Road. This ends the Department’s construction activity for this year.
- Completed asphalt edge repairs to Durham Road East
- Completed asphalt edge repairs to Concession 6 from Grey Road 10 to SR5 that served as part of the Detour Route for Grey Road 10 during culvert installation. Grey County Transportation is reimbursing WG for this work.
- Completed asphalt repairs on the Varney Road to some of the more severe rutted areas.
- Staff busy grading when weather co-operates
- Started sign reflectivity testing in accordance to the Minimum Maintenance Standards
- Commenced with preparing equipment for winter service

## Subject #2: Utilities Supervisor’s Report

Staff has been busy with the following activities:

- Assisting the contractor with water disruptions to Lambton Street by going door to door providing notices to residents as required and assisting with locating curb stops and turning off water supply in side dwellings for connection to temporary water supply.
- Commenced with preparing equipment for winter service
- Completed the 2\textsuperscript{nd} of 8 phases for placement of erosion control mats at the Neustadt Lagoons
- Staff also installed windmill air bubblers for both ponds in an effort to eliminate complete winter freeze over and reducing the build-up of gas emanating from the lagoons. (see attached photos)
PW#1 & 2: For COW information/discussion
Subject #3: Equipment

- 2001 New Holland Loader is requiring extensive rear axle work estimated cost is $20,000. The Department is scheduling to replace this unit in 2019.
- The Department recently disposed of the following surplus equipment and materials on GovDeals.

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1981 Massey Tractor</td>
<td>$6,520</td>
</tr>
<tr>
<td>1989 Wood Chipper</td>
<td>$6,520</td>
</tr>
<tr>
<td>Old DeVilbiss Air Compressor</td>
<td>$210</td>
</tr>
<tr>
<td>Post Pounder</td>
<td>$810</td>
</tr>
<tr>
<td>Hot Box</td>
<td>$565</td>
</tr>
<tr>
<td>Tow Behind Packer</td>
<td>$270</td>
</tr>
<tr>
<td>Old Retaining Wall Blocks</td>
<td>$405</td>
</tr>
<tr>
<td>Sewer manhole parts</td>
<td>$50</td>
</tr>
<tr>
<td>Rotary Mower</td>
<td>$2,520</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$17,870</strong></td>
</tr>
</tbody>
</table>

The Department is seeking COW endorsement that the sale of equipment revenues be transferred to PW Equipment Reserves

PW#3: For COW information/discussion

Subject #4: Contracted Work

- Owen King Limited has recently completed the removal and replacement of the unsound concrete deck to Structure #50 – Concession 18 Ext. along with placing large stones against the footing to stabilize erosion. Placement of Bridge deck waterproofing and paving to Structure #50 and to Structure #2 Concession 4 NDR will be completed the week of October 29th.
- Moorefield Construction has completed the installation of Storm Sewers, Water Main and replacement of granular A. Curbs are scheduled to be installed the week of October 29th with paving to follow shortly thereafter.
- Allen Hasting Limited has completed the footing repairs to Structure #18 Concession 2 WBR.
- International Water Supply Ltd. has recently completed the well inspections for South Street Station Well #1B and Lambton Street Station Well #2 in Durham. The contractor has confirmed the both wells appear to have stable water performance. Inspection of Well #2 revealed a layer of bacteria growth on the rock walls of the well. The well was abrasively cleaned with a mechanical rotary wire brush to remove the bacteria buildup and the well flushed. In conjunction with the well cleaning, the well pump motor was found to be defective and bottom check valve was not functioning. Both were replaced.

PW#4: For COW information/discussion
Subject #5: Staff Update

The Department has been able to secure its winter seasonal employee requirements for the upcoming 2018/2019 winter season with an expected start date of November 19th.

PW#5: For COW information/discussion

Subject #6: Placement of Fill, Removal of Topsoil and Site Alteration By-Law

Background:
The Department brought forward the above new By-Law at the October 15th Council meeting. The By-Law received the first two readings and the Department would like to bring the By-Law forward to the November 5th Council meeting to receive the third and final reading. The Department has made a few adjustments to the original copy to reduce duplication. (see attached)
The date of enforcement of this By-law shall be effective upon approval of the By-Law fines attached in Schedule D by the Regional Senior Justice of the Ontario Court of Justice.

The Department has discovered the following municipalities have a Fill Regulating By-Law: Southgate, Chatsworth, Meaford and Blue Mountains. Georgian Bluffs and Grey Highlands are in the process of completing a new by-law.

PW#6: for COW information/discussion

Subject #7: Meux Creek Temporary Erosion Stabilization

The Department has recently completed the above noted work as required by MOECC written notice provided in May of 2018. This work was necessary to protect the existing sanitary bypass conduit from being compromised by the bank erosion currently taking place in the vicinity of the sewer.

GSS Engineering is currently working on a long term design solution to correct erosion problem. (See attached photos)
PW#7: for COW information/discussion
Subject #8: Neustadt Contracted Winter Maintenance

The Department has recently been informed that the 2017/2018 contractor is unable to provide the winter service work to the Community of Neustadt. The Department tendered this work last year and received only one bidder.

The Department has reached out to a local contractor, Ground Guys to provide a cost to complete the winter maintenance work for Neustadt. (see attached) The Department is requesting COW support entering into a one year agreement with option to renew for two additional one year periods and costs adjusted annually by the CPI.

PW#8: for COW information/discussion

Decisions respecting these subjects support the following Strategic Priority and Goals identified in the approved West Grey 2020 Action Plan:

**Strategic Goal**

- A.3 Asset Management Planning
- C.1 Municipal Communication

Respectfully submitted
Brent Glasier, C.E.T.
Director of Infrastructure and Public Works
The Corporation of the Municipality of West Grey

By-law Number 120 - 2018

Being a By-law to Regulate the Placement of Fill, Removal of Topsoil and Site Alteration in the Municipality

Whereas Section 142 of the Municipal Act, 2001, 5.0. 2001, c.25 as amended authorizes local municipalities to pass by-laws prohibiting or regulating the placing or dumping off fill, the removal of topsoil, and the alteration of the grade of land;

And Whereas Section 128(1) of the Municipal Act, 2001 authorizes local municipalities to prohibit and regulate with respect to public nuisances, including matters that in the opinion of Council, are or could become or cause public nuisances;

And Whereas Section 129 of the Municipal Act, 2001 authorizes local municipalities to prohibit and regulate with respect to noise, vibration, and dust;

Now Therefore the Council of the Corporation of the Municipality of West Grey Enacts as follows:

1. Definitions in this By-law:

"Council" means the Council of The Corporation of the Municipality of West Grey;

"Drainage" means the movement of stormwater, whether by way of the natural characteristics of the ground surface or by artificial means;

"Dump" or "Dumping" means the depositing of Fill on a property other than the location from which the Fill was obtained;

"Engineer" means a Professional Engineer registered under the Professional Engineers Act, or a partnership, association of persons or corporation that holds a Certificate of Authorization under the Professional Engineers Act, as the case may be;

"Erosion" means the detachment and movement of soil, sediment or rock fragments by water, wind, ice or gravity;

"Fill" means any type of material deposited or placed on land and includes but is not limited to soil, earth, topsoil, stone, aggregate, asphalt, sod, turf or any combination thereof;

"Grade" at any point on the land means the elevation of the ground surface of the land; and

"Existing Grade" means the Grade as it existed prior to any Site Alteration;

"Highway" means a common and public Highway and includes a street, bridge or other structure forming part of a Highway over or across which a Highway passes, and includes the whole of a road allowance under the jurisdiction of the Municipality;
"Officer" means a police Officer, a municipal enforcement Officer, the chief building official or other person appointed for the purpose of enforcement of this By-law;

"Owner" means the registered Owner(s) of the land;

"Site" means the lot or lots altered or proposed to be altered by means of a Site Alteration;

"Site Alteration" means the placement or dumping of fill on land or the removal of topsoil from land permanently and/or temporarily;

"Surveyor" means a professional land Surveyor practicing under license in the Province of Ontario;

"Municipality" means The Corporation of the Municipality of West Grey;

"Municipal Engineer" means an employee of the professional Engineering firm retained by the Municipality of West Grey for Engineering purposes;

"Watercourse" means a natural or man-made channel or swale in which a flow of water occurs, either continuously or intermittently with some degree of regularity.

2. General Provisions

No person shall cause or permit the placing or removal of any Fill or topsoil or otherwise alter the Grade of land by causing, permitting, or performing a Site Alteration on land within the Municipality of West Grey other than in conformity with the terms and conditions under this By-law and the regulations prescribed in this By-law, unless it complies with a Section 3, Exemptions defined in this By-law.

3. Exemptions

Notwithstanding Section 2 of this By-law, Site Alterations are permitted in the following circumstances without an application and approval process under this By-law:

a) Activities or matters undertaken by a municipality or governmental authority as defined by the Planning Act or other applicable Acts such as but not limited to: The Conservation Authorities Act, Aggregate Resources Act, Drainage Act, and Electricity Act.

b) Removal or placement of topsoil, subsoil or stones incidental to a normal farm practices for land improvements and the removal of surplus soils from construction of laneways or buildings or yards for agriculture purposes, activities incidental part of sod-farming, greenhouse operations and nurseries for horticultural products.

c) Site Alteration and/or removal of topsoil where Engineering drawings for a plan of subdivision, complete with all applicable securities have been
received in full, or where a full site plan application under Section 41 of the Planning Act has been approved. In both cases an Erosion and sediment control plan, approved by the Municipal Engineer, and the applicable Conservation Authority approvals will be required before undertaking any land disturbances as part of those approvals.

d) That Fill is being placed or the Dumping of Fill in an excavation to the elevation of existing Grade following the demolition or removal of a building or structure.

e) Excavation and backfilling within 10 metres of a structure incidental to construction of a structure that has been issued an active building or septic permit under the Ontario Building Code Act.

f) Topdressing of lawns with topsoil not greater than 15 centimetres or 6 inches and minor landscaping works which are at least 1 meter or 3 feet from any property line and does not impact Drainage patterns on neighbouring properties. Property owners must maintain the contours of original residential lot grading plans at historic conditions so as to not alter on-site and off-site drainage patterns.

g) The placing or Dumping or removal of Fill involving an amount of soil less than 250 cubic metres of locally sourced Fill on a commercial or industrial zoned lot, within any one-year period, provided there is no change to the original lot grading plan or where it would affect the locations, direction, or elevation of any natural or artificial Watercourse, open channel, swale or ditch used to drain the land.

h) The placement of Fill material for the purposes of creation of an entrance and driveway on a property where the material has originated from a gravel pit.

3.2 Notwithstanding Section 3.1, the Site Alterations set out remain subject to the provisions of Sections 6 to 9 inclusive of this By-law.

3.3 Notwithstanding Section 3.1 of this By-law, all Fill to be Dumped or placed shall be clean and free of waste, asphalt, trash, rubbish, glass, liquid or toxic chemicals, hazardous waste or contaminants within the meaning of the Environmental Protection Act.

4. Application and Approval Process

4.1 The Owner of a property may make application to the Muncipality to seek approval for the placement of Fill, removal of Topsoil and/or Site Alteration by completing the application form in Schedule "A" appended to this By-law to be in compliance with Section 2 of this By-law, if an exemption does not exist in Section 3 of this By-law for the activity.
4.2 The application should be completed in accordance with the information requirements outline in Schedule "B" appended to this By-law, and shall be accompanied by a non-refundable processing fee of One Thousand Dollars ($1,000.00) and a refundable deposit of $10,000.00 to cover the costs the Municipality may incur for Engineering and other professional reviews of the Owner's application and supporting documents. Monies not utilized shall be refunded to the Owner.

4.3 Council may consider approval the application for the placement of Fill, removal of Topsoil and/or Site Alteration based on the following criteria, as well as public feedback, engineering consultant(s) and a staff report recommendation:

a) Will result in maintaining or improving the overall use of the Site;

b) Will maintain the general intent and purpose of this By-law; and

c) Is in the general community interest.

4.4 The minimum general Terms of Conditions of approval for the placement of Fill, removal of Topsoil and/or Site Alteration are set out in Schedule "C" to this By-law.

5. Requests for Variance or Exception Approval

5.1 If the original application fails to be approved by Council an Owner may request a Variance from, or Exception to, the prohibitions contained in Sections 2 and 3 and, upon such a request, the Owner is entitled to a review of such request by the Municipal Council.

5.2 Requests for a Variance or Exception under Section 5.1 shall be in writing with an application and directed to Council in care of the Clerk of the Municipality, specifying the reasons for the Variance or Exception and include any documents the Owner will be relying on, and all other documentation set out in Schedule "B" and "C" appended to this By-law. The application shall be accompanied by a non-refundable processing fee of Two Thousand Dollars ($2,000.00) and a refundable deposit of $10,000.00 to cover the costs the Municipality may incur for Engineering and other professional reviews of the Owner's application and supporting documents. Monies not utilized shall be refunded to or extra costs charged to the Owner.

5.3 Upon receipt of a written request under Section 5.2, the Municipality shall:

a) Schedule a review date before Council for a Public Meeting;

b) Give the requesting Owner notice of the review date at least twenty (20) days prior to the hearing date; and

c) Give all landowners within 500 metres of the subject property notice of the
request of Variance or Exception.

5.4 Delivery of any notice to the requesting Owner shall be made by personal delivery or general mailing. The notice shall be deemed to have been delivered on the seventh day after the date of mailing, or on the date of personal delivery.

5.5 The review of a request under Section 5.2 shall be held in public, and Council shall hear the requesting Owner and every other person who desires to be heard in favour of or against the request, and Council may adjourn the meeting or reserve its recommendation.

5.6 Upon reviewing a request under Section 5.2, Council shall consider whether the requested Variance or Exception:

a) Will result in maintaining or improving the use of the Site;

b) Will not degrade the environmental conditions of the surrounding lands.

c) Will maintain the general intent and purpose of this By-law; and

d) Is in the general community interest.

5.7 The minimum general Terms of Conditions of a Variance or Exception are set out in Schedule "C" to this By-law.

5.8 The Municipality may for a Variance or Exception approval issue additional conditions if it deems it to be necessary on a case by case basis.

6. Orders

6.1 Order to Discontinue Activity

If an Officer is satisfied that a contravention of this by-law has occurred, the Officer may make an order requiring the Owner of the land or the person who caused or permitted the placing or Dumping of Fill, removal of topsoil, the alteration of the Grade of land under this By-law to discontinue the activity, and the order shall set out:

a) The municipal address or the legal description of the land;

b) Reasonable particulars of the contravention; and

c) The period within which there must be compliance.

6.2 Work Order for Site Alteration Work

If an Officer is satisfied that a person has caused or permitted the performance of a Site Alteration in contravention of the provisions of this By-law, the Officer may make an order requiring work to be done to correct the contravention and the
order shall set out:

a) The municipal address or the legal description of the land; and

b) Reasonable particulars of the contravention and of the work to be done; and

c) The period within which there must be compliance with the order; and

d) A notice stating that if the work is not done in compliance with the order within the period it specifies, the Municipality may have the work done at the expense of the Owner.

Without limiting the generality of Section 6.2, an Officer may issue an order under Section 6.2:

i) Requiring that the Fill Dumped or placed contrary to this By-law be removed by the Owner, or the person who Dumped or placed it or who caused or permitted it to be Dumped or placed;

ii) Requiring the rehabilitation of land from which topsoil has been removed contrary to this By-law;

iii) Requiring that the Grade of the land altered contrary to this By-law be restored to its original condition by the Owner or the person who altered it or who caused or permitted it to be altered.

6.3 Service of Orders

a) Orders issued by an Officer under Sections 6.1 or 6.2 shall be served personally or by prepaid registered mail to the last known address of the Owner of the land and any other person to be served.

b) If the Municipality is unable to effect service on the Owner under Section 6.3a), a placard containing the terms of the order may be placed at the entrance to the property, or in a conspicuous place on the land and the placing of the placard shall be deemed to be sufficient service of the order.

6.4 Any property owner, person or corporation failing to comply with an Officer’s Order to Stop Work or Discontinue Activity related to compliance or following of the site plan will be in contravention of this By-law is guilty of an offence.

7. Work Done by the Municipality

7.1 If the work required by an order under Section 6.2 of this By-law is not done within the specified period, the Municipality, in addition to all other remedies it may have, may do the work at the Owner’s expense and may enter upon land, at any reasonable time, for this purpose in accordance with the provisions of the
7.2 The Municipality may recover the costs of conducting any work under Section 7.1 from the person directed or required to do it by action, or by drawing on agreement securities, if in place with the Municipality, or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

8. **Haul Routes**

8.1 The Municipality shall approve one or more designated Haul Routes to and one or more Haul Routes from a Site for the placement or Dumping of Fill at the Site or the removal of Topsoil from the Site.

8.2 The Municipality may establish the amount of the liquidated damages to the Municipality for failure to use designated Haul Routes and draw on the posted securities to remedy the damages.

8.3 Where the Highways are not under the jurisdiction of the Municipality, the Applicant shall acquire permission from the applicable road authority in a form that is acceptable to the Municipality prior to issuance of an Approval.

8.4 An Owner of Land which is subject to a designated Haul Route condition being established, shall be responsible for ensuring that the designated Haul Routes are used by any person coming to or travelling from the Site. Any failure to do so shall be in contravention of this By-law for which the Owner or Occupier is liable to a fine under Section 9.

8.5 Any property owner, person or corporation failing to use a Municipality approved designated Haul Route for the Dumping or placing of Fill on a Site or the removing of Topsoil from a Site is in contravention of this By-law is guilty of an offence.

9. **Penalty and Offences upon Conviction by the Courts**

9.1 Every person who contravenes this By-law is guilty of an offence and upon conviction is liable:

a) For contraventions of this By-law, $5,000.00 as prescribed by the *Provincial Offences Act, R.S.O. 1990, c. P.33.*

b) For contraventions of other provisions of this By-law:

i) On a first conviction, to a fine of not more than $10,000.00;

ii) On any subsequent conviction, to a fine of not more than $25,000.00 as prescribed by the *Municipal Act, 2001, S.O. 2001, c.25.*
c) Notwithstanding Section 9.1 (b) where the person convicted is a corporation:
   i) On a first conviction to a fine of not more than $25,000.00;
   ii) On a subsequent conviction, to a fine of not more than $100,000.00 as prescribed by the Municipal Act, 2001, S.O. 2001, c.25.

d) If a person is convicted of an offence for contravening Section 2 or an order under Section 6.1 to stop work activity for which the conviction has been entered, or any court of competent jurisdiction thereafter, may order the person to rehabilitate the land (p. 138(2), Municipal Act, 2001).

10. Severability

In the event that any particular provision or part of a provision of this By-law is found to be invalid or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed to be severed from the remainder of this By-law and all other provisions shall remain in full force and shall be valid and enforceable to the fullest extent permitted by-law.

11. Other Agency Approvals

Compliance with this By-law does not relieve the applicant of the responsibility of obtaining all other approvals that may be required by the Municipality of West Grey or any other level of Federal or Provincial or County government, Conservation authorities and agencies thereof or from compliance with any other by-law, legislation or obligation.

12. Offences

12.1 Every person who contravenes any part of this by-law is guilty of an offence and is subject to the provisions of the Provincial Offences Act.

12.2 Schedule "D" attached hereto adopts Short Form Wording and Set Fines for the purpose of the enforcement of this By-law.

13. Levies

Every cubic metre or tonne of fill trucked is subjected to the following charge $0.25 per tonne or $0.50 per cubic metre

14. Schedules

14.1 Schedules "A", "B", "C" and "D" attached to this By-law form part of this By-law.
14.2 Schedule "D" of this By-law shall be effective upon approval of the By-law by the Regional Senior Justice of the Ontario Court of Justice.

15. **Short Name**

This By-law may be referred to as the "Fill and Site Alteration By-law".

This By-law shall come into force and take effect on the date of the final passing thereof.

Read a Third Time and Passed this 5th Day of November, 2018

_________________________________ ________________________________
Kevin Eccles – Mayor            Mark Turner - Clerk
## Municipality of West Grey
### Application for Fill Permitting or Site Alteration

<table>
<thead>
<tr>
<th>Work Proposed</th>
<th>Property Owner</th>
<th>Applicant (if not owner)</th>
<th>Project Location</th>
<th>Project Scheduling</th>
<th>Site Contractor</th>
<th>Material Source Location (if applicable)</th>
</tr>
</thead>
</table>
| - Residential - new  
- Residential – addition  
- Filling/excavation  
- Landscaping  
- Other  
- Commercial/industrial - New  
- Commercial/industrial – Addition  
- Subdivision/Multi Residential  
- Demolition  
- Variance or Exception Request | Name of Company:  
Mailing Address:  
Email Address:  
Contact Person:  
Phone: | Name of Company:  
Mailing Address:  
Email Address:  
Contact Person:  
Phone: | Site Name:  
Construction Address:  
Lot/block No.:  
Plan No.: | Anticipated Construction Start Date:  
Construction Period (weeks): | Name of Contractor:  
Mailing Address:  
Contact Person:  
Phone: | Name of Contractor:  
Source Location Address:  
Contact Person  
Phone: |
The Municipality of West Grey  
Application for Fill Permitting or Site Alteration C

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does the subject property reside next to public owned lands?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you checked for utility locations in the area of work?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Have you enquired whether the work proposed requires site plan approval?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Are there trees located on/adjacent to municipal roadway or private lands?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Will the proposed construction activity impact any abutting lands either public or private? If yes, please include details in writing with this application.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>6. Is this application to support a building/demolition permit? (Note: This permit is for related grading only. A building permit is required for the actual demolition)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>7. Are the subject lands being developed for ‘more sensitive’ use as defined under the new sections of the environmental protection act? If ‘yes’ a record of the site condition (RSC) is required to support this application.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

The application shall be accompanied by the following:

1. Site Plan certified by a professional engineer;
2. A Site Maintenance, Operations & Sediment Control Plan certified by a professional engineer;
3. A Soil Testing, Site/Soil Management and Reporting Protocol Plan certified by a professional engineer;
4. Documentation demonstrating consultation or approval with other authorities and agencies;
5. Haul route and roadway inspection plan for West Grey approval;
6. A letter and proof of liability insurance on the property provided from the property owner releasing and indemnifying the Municipality of West Grey
7. The application and deposit fees;
8. Certificate of general liability insurance naming the Municipality of West Grey as additionally insured; and
9. Bonding or irrevocable letter of credit (based on engineer estimates).

Declaration and Application Approval

I hereby agree to comply with the accept the Terms and Conditions of this By-law 120 - 2018 "Schedule C:“ and grant the Municipality of West Grey permission to enter the subject lands to inspect the proposed work for which this permit applies to.

Owners Signature: ___________________________ Date: ___________________________

Office Use Only

| Refundable Deposit Amount: | $ | Receipt #:
|---------------------------|---|---------------|
| Permit Fee:               | $ | Receipt #:

Personal information on this form is collected and used for the purpose collected under the authority of Municipal Act, 2001 as amended. Questions about the collection of personal information should be directed to the Clerk’s Department at 519-519-369-2200 Ext. 229.
Schedule “B”

Application Requirements

1. A person applying for the Placement of Fill, Removal of Topsoil or Site Alteration Variance or Exception application shall submit the following to the Municipality for Council approval:

a) A complete application using the form prescribed in Schedule "A" appended to this By-law, including proof satisfactory to the Municipality that the Applicant is the legal Owner of the Site, or has been authorized by the Owner of the Site to submit the application;

b) The prior written consent of the Owner of the Land where the Site Alteration is to take place;

c) The applicable processing fee in accordance with Section 4.2 or 5.2 of the By-law;

d) An accurate Site Plan in accordance with the requirements set out in Schedule "C" appended to this By-law and showing the following information:

i) The property boundaries of the Site with dimensions;

ii) Existing elevations in the form of contours at 0.5 meter intervals or less, with spot elevations along the Site boundary lines and 3.0 meters beyond the Site boundary lines at sufficient intervals to clearly show the existing Drainage patterns on the land and on the adjacent lands;

iii) The location of all existing underground services, including storm sewers, watercourses and any bodies of water, on the Site and on adjacent lands and Highway;

iv) The location of all existing buildings or structures, all trees greater than 75 mm in diameter (which shall be identified by species), and driveways on the Site and all easements and rights-of-way over, under, across, or through the Site;

v) Proposed sediment and Erosion controls that will be installed prior to Alteration of the Site;

vi) Proposed final elevations and the Drainage system to be used upon completion of the Site Alteration;

vii) The intended use of the Site, including a description of the proposed Fill placement or Topsoil removal operation; and

viii) All existing street services, including light standards, hydro poles and transformers, cable television and telephone pedestals, fire hydrants and valves, catch basins and manholes.
e) A detailed report explaining how the application (source, transportation, and receiving of soils) will be in conformity with the best management practices set out in the Ministry of Environment document titled "Management of Excess Soil - A Guide for Best Management Practices" and document dated April 15, 2011, titled "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act" or future version of the document(s);

f) A plan showing the design details to proper scale of any retaining wall that may be required, including the size, type and location of all material to be used in construction of such retaining wall, with a Professional Engineer's signature and stamp;

g) A Haul Route Plan and property entrance(s) showing the proposed roads within the Municipality to be used by vehicles for the dumping or placement of Fill and/or to be used by vehicles for the removal of Topsoil from the Site.

h) A refundable security deposit:

i) Assurance in a form of acceptable bonding or letter of credit representing the estimated cost of the soil removal and/or remediation measures to the Municipality to secure performance of the work and for damages for which the Approval was obtained;

ii) Available securities that may be drawn on to recover the cost of the Municipality performing or having performed:

- Any required works which the Applicant or Approval holder has failed to perform following an order to comply to the satisfaction of the Municipality, or
- Any restoration works required to be performed on any Highway damaged as a result of the works, and;

iii) Available to recover the liquidated damages suffered by the Municipality, for any failures to use designated Haul Routes to and from the Site.

i) A release and indemnity in favour of the Municipality, and in a form satisfactory to the Municipality, with respect to any and all liability which may arise in the event that the Fill used in the Site Alteration contains contaminants within the meaning of the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended.

j) The Owner maintains a certificate of general liability insurance for the Lands, in which the Owner shall name the Municipality as additional insured upon execution of this agreement by both parties. The amount of such policy to be at least five million dollars ($5,000,000.00) per
occurrence that protects the Municipality, from all claims, demands actions, suits or causes of action of any kind that may be taken or made against the Municipality, its officials, employees, representatives and/or agents, for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the carrying out of the Permitted Site Works, the terms of this Agreement, and/or the terms of the Permit. The policy shall name the Municipality as an additional insured and include non-owned automobile liability, employees as additional insured, as well as a cross-liability and severability of interests clause, and shall be endorsed to provide the Municipality with not less than thirty (30) days' notice in writing in advance of any cancellation or expiration. Concurrent with the delivery of executed copies of this Agreement by the Owner to the Municipality and prior to the commencement of the Permitted Site Works, the Owner shall provide the Municipality with a certificate of insurance evidencing the required coverage. A certificate of general liability insurance shall be maintained for a period of two (2) years to cover off-site concerns, following the completion of the fill and site alteration work, which must include the stabilization of all soil altered areas and the final site inspection reporting.

2.  
   a) The refundable security deposit provided under Paragraph l(h) to this Schedule shall remain in effect for the full duration of the Approval;
   
   b) An irrevocable letter of credit or bond must be provided with the application to the Municipality and shall be maintained for one (1) year following the completion fill placement and stabilization work of the site, with a clause that the letter of credit or bond and its subsequent renewals shall be provided to the Municipality annually and contain a clause stating that thirty (30) days' written notice must be given to the Municipality prior to its expiry or cancellations; and
   
   c) In the event that the Municipality receives notice that a letter of credit is expiring and will not be renewed, or if further or additional securities are not provided within the said thirty (30) days' notice period, the Municipality may draw on the current letter of credit at the discretion of the Municipality, and any interest accruing on the realized cash security deposit shall belong to the Municipality and not to the Approval Holder.

3. Notwithstanding any other provisions of this By-law, after taking into consideration of the proposed works and whether the Applicant otherwise has conformed with this By-law, Council may waive the requirement for a plan, and/or reduce or waive the Approval fee and/or the refundable security deposit.
Schedule “C”

Terms and Conditions for the Placement of Fill, Removal of Topsoil and Site Alteration Approval

1. a) An Approval shall remain valid for a period of one (1) year from the date of issuance, but shall expire six (6) months after the date of issuance, if work under the Approval has not yet commenced.

b) An Approval extension of six (6) months may be requested by the Owner sixty (60) days prior to the expiration of the approval period, in writing for applications which are about to expire, provided that the proposed work has not been revised and that the Applicant is not in contravention of the requirements of this By-law.

c) An approval which is no longer valid or has expired may, at the sole discretion of the Municipality, be renewed for a six (6) month period from the date of invalidity or expiry provided that the proposed work has not been revised and that the Applicant is not in contravention of the requirements of this By-law.

d) A request under Subsection (c) shall be made in writing to the Municipality accompanied by payment of the applicable Approval fee in accordance with the other terms in Section 5.2 of the By-law.

2. All Approvals shall contain the following conditions:

a) The issuance of an Approval does not relieve the Owner of Land, Applicant, or Approval Holder from any responsibility to obtain all other approvals that may be required from any level of government or authority having jurisdiction or any agencies thereof, or the requirement to comply with jurisdiction by-laws, legislations or regulations.

b) A Site Alteration Approval is not transferable to another property.

c) The work shall be done at the request of, or with the consent of, the Owner of the lands where the proposed Site Alteration is to be performed.

d) Owner may not commence any site works on the subject property (i.e., within the regulated area) of the Conservation Authority, until a permit has been issued by the appropriate authority, if required. The Municipality requires proof of consultation with the Conservation Authority prior to Municipality approval and Permitted Site Works proceeding.

e) The Owner cannot commence work until an entrance permit is acquired from applicable road authority.

g) The sediment ponds, if applicable, shall be surrounded with
construction/security fencing to restrict access, and must be reflected on the Site Plan drawing.

h) Any off-site nuisances (i.e., dust, weeds, standing water) shall be minimized and mitigated as necessary by the Owner and reflected in the operations plan.

i) No ponding or alteration of existing surface water flow resulting directly or indirectly from the Site Alteration shall be caused on adjacent Lands.

j) Where required, the finished Grade surface shall be protected from Erosion by sod, turf, seeding for grass, greenery, asphalt, concrete, or other means either singly or in combination, within two months of completion of the Site Alteration work, or as specified by the Municipality.

k) All trenches in which piping is laid as part of the Drainage system shall be inspected by the Municipality prior to backfilling the excavation.

l) Erosion and sedimentation control measures shall be provided around all disturbed areas in a manner satisfactory to the Municipality prior to the commencement of the Site Alteration, and shall be maintained in good working order until the Site has stabilized.

m) All Fill shall be properly compacted using acceptable Engineering practices, unless it is being stockpiled temporarily on the Site for future use.

n) The Approval Holder and Owner shall ensure that natural Drainage or any natural or human-made atercourse or water body is not altered in such a manner that will negatively affect other properties adjacent or the environment.

o) If archaeological resources are discovered or identified during the Site Alteration, even after the issuance of an Approval, the Owner of Land, Applicant or Approval Holder shall immediately cease all activity on the property and contact the Municipality and other appropriate authorities.

p) If required by the Municipality based on an Engineer's recommendation, the Owner will be required to drill a test well close to the boundary between any adjacent Lands and the Owner's adjoining lands, as a result it is recommended to keep the stockpile or fill areas at least 40 m from the boundary of an adjoining property.

q) No Site Alteration operations shall be performed:
   i) On any Saturday or Sunday, or Statutory Holiday;
   ii) Using Highways to access or egress from the Site except those Highways designated Haul Routes;
iii) Before 7:00 a.m. or after 6:00 p.m. during any weekday Monday through Friday using Highways to access or egress from the Site;

iv) In contravention of the Municipality’s Noise By-law;

v) That exceeds fifty (50) truckloads of Fill per day arriving at, or leaving, the Site using Highways to access or egress from the Site;

vi) Prior to submitting to the Municipality, a schedule of the anticipated starting and completion dates for each Site Alteration activity including the schedule for the use of the designated Haul Routes; and

vii) Prior to submitting to the Municipality, a submission detailing Site Erosion control measures and dust control measures that will be implemented and maintained during and following construction operations, as required.

r) A Site Alteration performed pursuant to an Approval shall not detrimentally affect the quality or quantity of water in wells on adjacent properties.

s) The Owner and Occupant of the Land and any Approval Holder ensures that all vehicles to and from the Site follow the designated Haul Routes to and from the Site.

3. Every Approval Holder shall:

a) Provide proof satisfactory to the Municipality that the Site has been adequately reinstated and stabilized in accordance with this By-law and the plan accompanying the Approval;

b) Give notice to the Municipality to carry out a final inspection to confirm that all relevant terms of this By-law have been complied with;

c) Following the completion of the Works, and before the release of any deposit or portion thereof, provide a statement of a professional Engineer and/or Ontario Land Surveyor retained by the Approval Holder certifying that:

i) The grading has been completed in accordance with the plans submitted;

ii) The finished project does not detrimentally affect Drainage on adjacent properties;

iii) The finished project does not detrimentally affect the quality or quantity of water in wells on adjacent properties; and

iv) Site stabilization of the altered areas on the property have appropriate protection from future erosion.

d) Prior to commencement of works under an Approval, certify that the Fill introduced to the Site contains no contaminants within the meaning of the Environmental Protection Act, R.S.O. 1990, c.E. 19, as amended;
e) Keep all Highways free of debris originating from the Site Alteration;

f) The use of tracking pads (i.e., mud mats) during soil receiving or removal operations will be required to prevent tracking of soils onto the public roadway when trucks exit the site. The contractor and/or the Owner will be responsible to inspect daily and remove any mud and/or debris as required from the roadway; and

g) During performance of a Site Alteration, perform the following minimum inspections and procedures:

   i) At least once per day, scrape all Highways that have been fouled;

   ii) At least four (4) times per day inspect the adjacent roadway and entrance are free of soil debris; and

   ii) At least once each week on Friday night or Saturday morning, sweep and or flush clean all Highways that have been fouled.

4. Soil Testing, Site/Soil Management, and Reporting Protocol is to address the following:

   a) Report to the Municipality test results of soils, prior to the material being received by the Owner at the frequency recommended by the Owner’s environmental consultant and not less than once per week and/or one test per five hundred (500) tonnes of material received;

   b) Report to the Municipality that the actual test results of the soils being received by the Owner will be provided to the Municipality and in addition the Owner giving a report that states that the material is in accordance to Provincial standards, and that the material is suitable for the intended use and poses no risk to the existing natural environment and local ground water. This report is to be submitted to the Municipality for comment prior to the material being placed on the Lands;

   c) Inspection and management protocols of the operation to ensure that only tested material is being received; and


Revocation of Application Approval

1. Where the ownership of the Land for which a Variance or Exception has been granted is transferred while the Variance or Exception remains in effect, the Approval Holder, prior to the completion of the transfer, shall provide written notice of both the pending transfer and the Site Alteration status to both the
Municipality and the new Owner, and the new Owner shall within thirty (30) days of the completion of the transfer either:

a) Provide the Municipality with a letter and written plan describing the remaining scope of the site work to comply with all the conditions under which the existing Approval was issued; or,

b) Apply for and obtain a new Approval in accordance with the provisions of this By-law.

2. In the event that neither the letter and written plan prescribed by Clause 1.a), nor a complete application for a new Approval under Clause 1.b), is received by the Municipality within the said period, the existing Approval may be revoked by the Municipality, and the Approval Holder shall thereupon cease all operations being conducted under the authority of the revoked Approval, save and except for proper clean-up of the Site Alteration works already undertaken.

3. Where it is determined that the Approval Holder has provided misleading or false information on the application, or has contravened the provisions of this By-law or the requirements or conditions of the Approval, the Municipality may revoke said Approval and the Approval Holder shall thereafter cease and desist all operations being conducted under the authority of the revoked Approval, save and except proper clean-up of the Site Alteration works already undertaken.
## Schedule “D”

### Part 1

**Provincial Offences Act**

<table>
<thead>
<tr>
<th>Item</th>
<th>Short Form Wording</th>
<th>Provision Creating or Defining Offence</th>
<th>Set Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cause or permit the placing of Fill on a property</td>
<td>2.1</td>
<td>$200.00</td>
</tr>
<tr>
<td>2</td>
<td>Cause or permit the removal of topsoil on a property</td>
<td>2.2</td>
<td>$200.00</td>
</tr>
<tr>
<td>3</td>
<td>Cause or permit Site Alteration on a property</td>
<td>2.3</td>
<td>$200.00</td>
</tr>
<tr>
<td>4</td>
<td>Failure to comply with Order to discontinue work</td>
<td>6.4</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Failure to comply with Order related to Site Plan non-compliance</td>
<td>6.4</td>
<td>$500.00</td>
</tr>
<tr>
<td>6</td>
<td>Failure to use the Municipality approved designated haul route</td>
<td>8.5</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
Committee Report

Council Date: October 29, 2018
Report No: PRC-10-29-18
Title: Financial Agreement - Elmwood Community Centre Board
Prepared by: Stephanie Pavao, Manager, Parks, Recreation & Culture
Reviewed by: Laura Johnston, CAO

Recommendation
THAT Report PRC-10-29-18 be received; and

THAT Council approves the proposed financial agreement presented by the Elmwood Community Centre Board; and

THAT staff presents the approved financial agreement to the Elmwood Community Centre Board.

Executive Summary
The Elmwood Community Centre Board offers a variety of opportunities for the residents of West Grey and Brockton. The Board currently facilitates weekly bingo nights, seniors’ fitness programs, hall and ball diamond rentals.

Background and Discussion
The Elmwood Community Centre Board is in the process of starting a major kitchen renovation for the second-floor hall. The Board has been partnering with the Chamber to fundraise for the renovation. However, in order to complete the renovation, the Board has requested a loan from the municipalities of West Grey and Brockton. The Board is committed to fundraising in order to pay for the entire renovation.

The Manager, Parks, Recreation and Culture is seeking an approval for the attached financial agreement.

Legal and Legislated Requirements
N/A

Financial and Resource Implications
- In the event that ECCB cannot adhere to the repayment terms described above, the ECCB shall be required to present to Council and propose a resolution and request an extension for repayment of the outstanding balance of the Loan.
• In the event the ECCB no longer has sufficient volunteers or fundraising efforts cease, both West Grey and Brockton will equally share the outstanding debt owed to Brockton.
• Brockton and West Grey jointly support the Project and any additional funding that may be required and requested by the ECCB shall be shared equally between West Grey and Brockton.

West Grey 2020 Action Plan
A.1 Partnership
B.4 Tourism
C.2 Community Activities

Consultation
Elwood Community Centre Board
The Municipality of Brockton

Next Steps
The Manager Parks, Recreation and Culture will notify Brockton and the Board of the Committee’s decision.

Respectfully submitted:
Stephanie Pavao
Manager, Parks, Recreation & Culture
SCHEDULE ‘A’ to BY-LAW 2018-081

FINANCING AGREEMENT

BETWEEN:

The Corporation of the Municipality of Brockton
100 Scott Street, Walkerton, Ontario N0G 2V0
(Hereinafter referred to as “Brockton”) Of the First Part

AND

The Corporation of the Municipality of West-Grey
402813 Grey Road 4, Durham, Ontario, N0G 1R0
(Hereinafter referred to as “West-Grey”) Of the Second Part

AND

The Elmwood Community Centre Board
(Hereinafter referred to as the “ECCB”) Of the Third Part

WHEREAS the Elmwood Community Centre land is owned by both Brockton and West-Grey such that Brockton and West Grey have entered into an Agreement to assign the management and operation of the Elmwood Community Centre and associated recreational facilities to the Joint Elmwood Community Centre Board (hereinafter referred to as the “ECCB”);

AND WHEREAS the ECCB is comprised of appointed members that manage joint recreation programs and the operation of the Elmwood Community Centre building and associated facilities;

AND WHEREAS Brockton and the ECCB have approved a renovation to the kitchen facilities in the Elmwood Community Centre building that is supported by West-Grey (the “Project”)

AND WHEREAS the ECCB has raised funds to contribute to the capital improvements for the Project and the ECCB will invest the initial financing for these capital improvements;

AND WHEREAS the ECCB has requested bridge financing assistance from Brockton in the amount of fifty thousand dollars ($50,000.00) to proceed with activities relating to the Project;

NOW THEREFORE the above-named parties agree to the following:

1. Brockton shall obtain a debenture that shall not exceed the amount of $50,000.00 for the purpose of financing expenses arising from the Project (the “Loan”).

2. The ECCB shall raise funds for the Project and repay Brockton the Loan of $50,000.00 in full by remitting annual payment(s) no later than the 10th December each year.

3. The ECCB shall make the annual payments on the Loan as per the repayment schedule which will be determined by Brockton once the debenture is finalized.

4. The ECCB may at any time remit payments to retire the Loan earlier.

5. In the event the ECCB cannot adhere to the repayment terms described above, the ECCB shall be required to present to Council and propose a resolution and request an extension for repayment of the outstanding balance of the Loan.

6. In the event the ECCB no longer has sufficient volunteers or fundraising efforts cease, both West Grey and Brockton will equally share the outstanding debt owed to Brockton.
7. Brockton shall assist the ECCB with fundraising for the Project by applying for grant funding, should Brockton staff determine the Project meets applicable criteria.

8. The term of this Agreement shall begin at the time of signing and remain in full force and effect until repayment of the Loan has been completed in full.

9. Any notices to be sent by a party to this Agreement shall be sent to the following representatives:

**Brockton**
Eric McDougall, Parks, Recreation and Facilities Supervisor
100 Scott Street, Walkerton, ON N0G 2V0
(519) 881-2223 ext. 202

**West-Grey**
Stephanie Pavao, Manager of Parks, Recreation & Culture
(519) 369-2200 ext. 240

**ECCB**
Dale Ahrens, Representative
(519) 374-4494

10. The ECCB shall report to Brockton and West-Grey as needed or when requested and will provide the organization and research needed to complete the Project.

11. The ECCB shall comply with Purchasing Policy and Procedures, disposal of Surplus Assets Policy and grant application process.

12. Brockton and West-Grey shall have final decision making power with respect to financial requests as may be made by the ECCB and the Project.

13. The ECCB shall keep all members informed of decisions and progress of the Project through emails and conference calls. The ECCB shall submit minutes of all ECCB meetings where the Project or the Loan is discussed to Brockton and West-Grey as soon as is reasonably practicable. The ECCB shall also submit all documents, information and financial records that Brockton or West-Grey may request from time to time to the staff person designated by either Brockton or West-Grey as the case may be.

14. Any changes to the original plan proposed for the Project must be reviewed and approved by Brockton staff and/or Council as Brockton staff deems necessary or desirable in their sole discretion.

15. Brockton and West-Grey jointly support the Project and any additional funding that may be required and requested by the ECCB shall be shared equally between West-Grey and Brockton.

16. Once the Project is completed, all assets will be the joint property of Brockton and West-Grey.

17. THAT this Agreement shall inure to and be binding upon the parties hereto, their successors and assigns, and shall not be revoked, altered or amended without the written consent of the participants.

THIS AGREEMENT made in duplicate on the ___ day of ___, 2018.

Signed and sealed on behalf of the Corporation of the Municipality of Brockton

this ___ day of ___, 2018

Signed on behalf of the Elmwood Community Centre Board

this ___ day of ___, 2018

---

David Inglis, Mayor

Chair, Dale Ahrens
Fiona Hamilton, Clerk                      Co-Chair, Ernie Falkiner

Signed and sealed on behalf of the
Corporation of the Municipality of West Grey

this ___ day of ___, 2018

__________________________

Kevin Eccles, Mayor

__________________________

Mark Turner, Clerk
Committee Report

Recommendation
THAT Report PRC-10-29-18 be received; and

THAT Council approves the proposed agreement presented by the Elmwood Community Centre Board; and

THAT staff presents the approved agreement to the Elmwood Community Centre Board.

Executive Summary
Board members have been integral to the success of the Elmwood Community Centre. The Board is responsible for all finances, bookings, maintenance, programming, advertising and promotion of the centre. Ever four years Elmwood Community Centre Board, the Municipality of Brockton and the Municipality of West Grey sign new terms to ensure standardization amongst all parties.

Background and Discussion
The agreement being presented aligns with the term of Council. This agreement will take affect January 1st 2019 and run until December 31st 2022.

- The Board will consist of:
  - One member of Brockton Council
  - One member of West Grey Council
  - Four members of the general public, two residents of Brockton and two residents of West Grey
  - One member recommended by the Elmwood Chamber of Commerce

The Manager, Parks, Recreation and Culture is seeking an approval for the attached joint recreation agreement.

Legal and Legislated Requirements
N/A
Financial and Resource Implications

There are two items in the proposed agreement for Council’s information. In consultation with the Treasurer, consideration should be given to the budget impact of the request 1 (a) and (b).

Additionally, Council should be aware that all financial matters, whether surplus or deficit are shared equally amongst West Grey and Brockton.

1. The Municipalities of Brockton and West Grey shall each provide annual operating funds of $15,000 to the Elmwood Community Centre, 50% on January 15th and 50% on August 15th in each year. Annual capital funds of $3500 each are transferred when the Board requests the funds for capital purchases.
   a) The operating funds will increase each year by the Ontario Consumer Price Index commencing January 1st, 2019 in accordance with previous October of each year.
   b) The capital funds will increase each year by the Ontario Consumer Price Index commencing in 2019 in accordance with previous October of each year.

2. The annual operation deficits or surpluses resulting from the use and operation of community recreation facilities and all other recreation programs plus approved capital projects shall be shared on the following percentage.
   Corporation of the Municipality of West Grey 50%
   Corporation of the Municipality of Brockton 50%
   100%

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West Grey 2020 Action Plan
A.1 Partnership
B.4 Tourism
C.2 Community Activities

Consultation
Elwood Community Centre Board
The Municipality of Brockton

Next Steps
The Manager Parks, Recreation and Culture will notify Brockton and the Board of the Committee’s decision.
Respectfully submitted:
Stephanie Pavao
Manager, Parks, Recreation & Culture
SCHEDULE “A” TO BY-LAW NUMBER

ELMWOOD COMMUNITY CENTRE JOINT RECREATION AGREEMENT

THIS AGREEMENT, made this 18th day of September, 2018

BETWEEN

The Corporation of the Municipality of West Grey
(hereinafter called the party of the first part)

and

The Corporation of the Municipality of Brockton
(hereinafter called the party of the second part)

WHEREAS section 20(1) of the Municipal Act, 2001, S.O. 2001, c.25 as amended allows Municipalities to enter into an agreement with one or more municipalities to jointly provide for their joint benefit, any matter which they have the power to provide within their own boundaries; and

WHEREAS the title and ownership of the Elmwood Community Centre and appurtenant lands is in the names of both the Municipality of Brockton and the Municipality of West Grey; and

WHEREAS the parties now deem it necessary and desirable to enter into a formal agreement for the management and operation of the Elmwood Community Centre and associated recreation facilities and to assign the responsibility for the management of recreation programs at the said community recreation facilities;

NOW THEREFORE WITNESSED in consideration of the mutual terms and conditions hereinafter set forth, the parties covenant and agree as follows:

1. That, pursuant to the Municipal Act, 2001, as amended a joint Elmwood Community Centre Board be established to manage joint recreation programs and the operation of the Elmwood Community Centre Hall and the facilities associated with the Elmwood Community Centre property and Elmwood Lions Club park as described in section 11 and shall hereinafter be referred to as “the Board”.

2. The Board shall consist of seven members appointed as follows:
   - One member of Brockton Council
   - One member of West Grey Council
   Four members of the general public, two residing in the Municipality of Brockton and two residing in the Municipality of West Grey plus one member at large, as recommended by the Elmwood Chamber of Commerce and accepted by the Board. One of the public appointees shall be designated by the Board to act as a liaison between the Elmwood Community Centre Board and the Elmwood Chamber of Commerce

3. Council appointments shall coincide with the term of the Municipal Councils.

4. Upon passing of this by-law, public appointments shall be for a four-year term. Board members shall commence their annual terms of office on January 1st of each year.

5. Appointments of Council to the Board and replacement appointments for any reason are the exclusive right of the Councils of the respective participating municipalities. The Council of a municipality may designate another member of the Council to act as alternative representative to attend meetings of the Board in the absence of appointed members. The alternative representative shall have voting rights.

6. The Board shall appoint a Secretary and/or Treasurer who shall receive a yearly honorarium as set by the Board. The duties and responsibilities of the Secretary and/or Treasurer shall be as defined by the Board and this (these) positions do not have voting rights.

7. The Board shall be responsible to have its financial records audit ready on an annual basis and the records shall be audited on a yearly basis by a bona fide municipal auditor appointed by the Board as its municipal auditor. The fee charged for this...
audit will be the responsibility of the Board and will be included in the Board’s yearly budget as an operating expense.

8. The Elmwood Community Centre buildings and property shall be covered for insurance purposes under the Board’s insurance policies, the fee associated with such coverage as well as any deductibles due and payable will be the responsibility of the Board and will be included in the Board’s yearly budget as an operating expense.

9. If at any time the Board requires an advancement of funds on an emergency basis for any capital project or capital acquisition or for cash flow purposes the Board shall make such request, in writing, to both Brockton and West Grey municipal councils. Any such requests must be approved by both municipal councils before funds are provided and the funds provided will be divided equally between the two municipalities. It should be noted that advancement of funds are to be on an emergency basis and should not occur on a regular basis.

10. The Municipalities of Brockton and West Grey shall each provide annual operating funds of $15,000 to the Elmwood Community Centre, 50% on January 15th and 50% on August 15th in each year. Annual capital funds of $3500 each are transferred when the Board requests the funds for capital purchases.
   a) The operating funds will increase each year by the Ontario Consumer Price Index commencing January 1st, 2019 in accordance with previous October of each year.
   b) The capital funds will increase each year by the Ontario Consumer Price Index commencing in 2019 in accordance with previous October of each year.

11. Authority Duties and Responsibilities
   The role of the Joint Elmwood Community Centre Board shall pertain to the Elmwood Community Centre, Park and Ball Diamond and the Elmwood Lions Park. The role of the Joint Elmwood Community Centre Board shall be achieved by advocating on behalf of and developing recommendations for Brockton and West Grey Council, via the municipal representatives within the following objectives:
   a) policies governing the planning, development and direction of parks;
   b) agreements, contracts, leases and/or partnerships to enhance and enable the provision of park services;
   c) establish rates and fees for equitable and affordable access;
   d) ensure that the Community Centre and Parks are financially sustainable and viable over a long term and to develop financial strategies for long term organizational self-efficiency;
   e) ensure that facilities are safe, economical and cost effective while at the same time allowing equal access to all

12. Function
   The Board shall function as follows:
   a) the Board shall elect a Chairperson annually, who shall preside over Board meetings;
   b) the Board shall elect a Vice-Chairperson annually and in the absence of the Chairperson shall act as Chairperson;
   c) the Board shall appoint a Secretary and/or Treasurer for the Board
   d) To hold regular monthly meetings, or more often at the call of the Chairperson or Vice-Chairperson when acting for the Chairperson, or at the request of a majority of Board Members. Notification must be given at least 24 hours in advance. All members shall be notified of meetings whether regular or special.
   e) The Chairperson shall have a vote on any and all matters.
   f) A tie vote shall defeat the motion.
   g) To prepare, annually, an estimate of operating revenues and expenditures for submission to and approval by each of the participating Municipal Councils by November 15th of each year and to make to the Councils full and complete annual and other reports as required. All parties to the agreement must approve the Board’s annual budget as submitted or as amended on an annual basis and this mutual approval must be received prior to any new capital
project being initiated or the commencement of any fundraising for a new capital expenditure.

h) To review annually the rates and fees for all programs and the terms and conditions of any rental agreements.

i) To ensure that proper tendering and purchasing procedures are followed for the acquisition of equipment, goods, and services. The Board shall follow the requirements of Brockton’s current Procurement of Goods and Services By-law for this purpose. Appendix A- The Corporation of the Municipality of Brockton By-Law No. 2014-047

   i. All Grant applications for the Elmwood Community Centre shall be processed under the Municipality of Brockton’s policies and procedures.
   ii. The Elmwood Community Centre processes purchases using the Municipality of Brockton’s HST number.

j) To ensure that Brockton’s Municipal Alcohol Policy is implemented and enforced for any function that involves the consumption of alcohol held at facilities under the management of the Board as described in section 12.

k) To ensure that proper records are kept, especially pertaining to registration, the number of participants in each program, and the use of the facilities, and such records shall be presented regularly to the Board.

l) To ensure that proper and adequate controls are in effect for the receipt of and accounting for all revenues.

m) To regularly review all financial transactions and compare to the budget approved under item (g) above.

n) To ensure that all participating Councils receive copies of the Minutes of all Board meetings and the Board Treasurer shall report monthly to the Board. The Board Treasurer shall promptly report to the Council of each participating municipality, in writing, on any event which may cause a substantial adverse effect on financial results.

o) To submit an annual report to the Boards of the participating municipalities on activities of the Board for the previous year. Such report to accompany the Board’s annual submission of its estimates for ensuing year.

p) The Board shall obtain approval from the Councils of each of the participating municipalities before commencing the solicitation of funds or the conducting of fund-raising projects for either operating or capital projects.

q) The annual operation deficits or surpluses resulting from the use and operation of community recreation facilities and all other recreation programs plus approved capital projects shall be shared on the following percentage.

   Corporation of the Municipality of West Grey   50%
   Corporation of the Municipality of Brockton   50%
   100%

r) The cost of all future capital additions, replacements or improvements shall be shared as per the percentages in section 13(q) above.

s) There shall be a Reserve Fund established by the Municipality of Brockton as part of its financial records identified as the Elmwood Community Centre Reserve Fund. This Reserve Fund shall be used primarily for Elmwood Community Centre future capital projects and also for purposes of off-setting any year end operating surpluses or deficits of the Board. The Reserve Fund will be kept in a separate interest-bearing account. Any additions to or withdrawals from the Reserves shall be authorized by a motion of the Board which must first receive approval of both municipal councils. Any operating surplus at the calendar year end must be transferred to this Reserve Fund and any operating deficit at year end must be withdrawn from this Reserve Fund. Any contributions to Reserve Fund for future capital projects must be identified as to the proposed project and will be recorded separately as such in the financial records.

r) In carrying out the provisions of this agreement, the Board shall, at all times, be the agent of the participating municipalities and while acting bona fide within the limits of the authority of this agreement, neither the Board nor any member thereof, shall incur any liability by reason of anything done or left undone by the Board, provided, however, that nothing in the paragraph contained shall authorize or empower the Board to incur any debt, liability or
obligation for which their municipalities shall become liable, without having previously obtained the consent of the Councils of the participating municipalities.

13. **Rules and Regulations**

The rules and regulations contained in this by-law shall be observed in all proceedings of the Joint Elmwood Community Centre Board and shall be the rules and regulations for the dispatch of business by the Joint Elmwood Community Centre Board.

a) Monthly meetings shall be held at a place and time agreed upon by the Board unless suspended by motion of the Board.

b) The Chairperson may at any time, summon a special meeting.

c) When the Chairperson is absent or refuses to act or the office is vacant, the Vice-Chairperson or presiding officer appointed from those members present shall act in the place and stead of the Chairperson and while so acting, may exercise all the rights, powers and authority of the Chairperson.

d) The Chairperson or presiding officer may expel from a meeting, anyone who engages in improper conduct.

e) All meetings shall be open to the public.

f) Notwithstanding Section 14(e) above, a meeting of the Board may be closed to the public if the subject matter being considered relates to:

i. the security of the property of the municipality or local board;

ii. personal matters about an identifiable individual, including municipal or local board employees;

iii. proposed or pending acquisition or disposition of land by the municipality or local board;

iv. labour relations or employee negotiations;

v. litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

vi. advice that is subject to solicitor-client privilege, including communications necessary for that purpose

vii. a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;

viii. information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

ix. a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

x. a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;

xi. a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board;

xii. a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act;

xiii. an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, and Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1);

xiv. the meeting is held for the purpose of educating or training the members, and at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

g) Before all or part of a meeting is closed to the public, the Board shall state by resolution:

i. the fact of the holding of the closed meeting;

ii. the general nature of the matter considered at the closed meeting.

h) Subject to subsection (i) below a meeting shall not be closed to the public during the taking of a vote.
i) Despite subsection m) of section 19 a meeting may be closed to the public during a vote if,
   i. subsection (f) permits or requires a meeting to be closed to the public and,
   ii. the vote is for a procedural matter or for giving directions or instruction to officers, employees or agents of the Board or person retained by or under contract with the Board and shall relate only to the items under section (f) above.

j) Meetings or sessions which are closed to the public may be referred to as closed sessions.

14. Agendas and Supporting Material

a) The Secretary shall prepare agendas and the agendas shall be generally formatted as follows but modifications to the matters to be included or order of business may be affected without requiring amendment to this by-law. Agendas shall be circulated at least five (5) calendar days prior to all meetings.

   1) Disclosure of Pecuniary Interest
   2) Delegations
   3) Minutes of Previous Meeting(s)
   4) Treasurer’s Report
   5) Business Items
   6) Adjournment

b) The business of the Board shall be taken up in the order as listed on the agenda unless otherwise decided by the Chairperson or presiding officer.

15. No Quorum

If no quorum is present one-half hour after the time appointed for a meeting, the Secretary shall record the names of the members present and the meeting shall stand adjourned until the date of the next regular meeting or until rescheduled.

16. Duties of the Chairperson

It shall be the duty of the Chairperson or other presiding officer:

a) to open the meeting by taking the chair and calling the members to order;

b) to announce the business before the Board in the order in which it is to be acted upon;

c) to receive and submit, in the proper manner, all motions presented by the members;

d) to put to vote all questions which are moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result;

e) to decline to put to vote motions which infringe upon the rules of procedure;

f) to enforce on all occasions the observance of order and decorum among the members;

g) to call by name any member persisting in breach of the rules or order of the board thereby ordering the member to vacate the board meeting;

h) to authenticate by signature all by-laws, resolutions and minutes of the board;

i) to inform the Board when necessary or when referred to for the purpose, on a point of order or usage;

j) to select the members of the Board who are to serve on Committees;

k) to represent and support the Board, declaring its will and implicitly obeying its decisions in all things;

l) to ensure that the decisions of the Board are in conformity with the laws and by-laws governing the activities of the Board;

m) to adjourn the meeting without question in the case of grave disorder arising in the Board meeting;
n) to order any individual or group in attendance at the meeting to cease and desist any behavior which disrupts the order and decorum of the meeting and to order the individual or group to vacate the Board meeting where such behavior persists.

17. Conduct of Members of the Board and Guests

No member shall:

a) use offensive words or unparliamentarily language in or against the Board or against any member, staff or guest;

b) disturb another, of the Board, staff or guest, by an disorderly conduct disconcerting to the speaker or the assembly;

c) speak on any subject other than the subject in debate;

d) resist the rules of the Board or disobey the decisions of the Chairperson or presiding officer or of the Board on questions of order or practice or upon the interpretation of the rules of the Board;

e) leave a meeting without first obtaining permission from the Chairperson or presiding officer;

f) be permitted to retake their seat after being ordered to vacate, having committed a breach of any rule of the Board, until the next meeting and without making an apology to the Board;

g) interrupt the member who has the floor except to raise a point of order.

18. Rules of Procedure

a) Delegations shall provide at least 48 hours notice prior to any meeting to the Secretary of a request to address the Board and such request shall identify the topic of discussion.

b) No person shall be allowed to address the Board or speak in debate without permission of the Chairperson or presiding officer.

c) A motion must be formally seconded before the question can be put or a motion recorded in the minutes.

d) A motion to amend shall:
   
   i. be dealt with by the Board before a previous amendment or the main motion;
   
   ii. not be further amended more than once, provided that a further amendment may be made to the main motion;
   
   iii. be relevant to the main motion;
   
   iv. not propose a direct negative to the main motion.

e) Once read or stated by the Chairperson or presiding officer a motion may not be withdrawn without the consent to the majority of the members.

f) Immediately prior to voting on a motion, the Chairperson or presiding officer shall state the question in the precise form it is to be recorded in the minutes, including any amendment to the question.

g) After a motion as amended is finally put, no member shall speak to the question nor shall any other motion be made until after the vote is taken and the result is declared.

h) Members shall not speak more than once to the same question without the consent of the Chairperson or presiding officer.

i) In an unrecorded vote, the manner of determining the decision on a motion shall be at the discretion of the Chairperson or presiding officer and may be by voice, show of hands, standing or otherwise.

j) Where a vote is taken for any purpose and a member requests, before or after the vote, that the vote be recorded, each member present, except a member disqualified from voting by any Act, shall, in an order determined by the Chairperson or presiding officer, announce their vote openly, and any failure to
vote by a qualified member shall be deemed to be a negative vote and the Secretary shall record each vote.

k) The Chairperson or presiding officer, except where disqualified to vote, may vote on all questions and when so doing, shall vote last.

l) Except where expressly provided in Statute, any question on which there is an equality of voters shall be **deemed to be defeated**.

m) Subject to subsection (i) of Section 14 no vote shall be taken by ballot or any other method of secret voting and every vote so taken is of no effect.

n) Unless otherwise authorized by the Chairperson or presiding officer, all members, staff and guests shall address the Board through the Chair and only when recognized to do so.

o) When two or more members seek to address the Board, the Chairperson or presiding officer shall designate the member who may speak first.

p) Any member may require the question or motion under discussion to be read at any time during the debate but not so as to interrupt a member while speaking.

q) The following matters and motions may be introduced orally without written notice and without permission except as otherwise provided by these rules:
   a. a point of order or personal privilege;
   b. presentation of petitions;
   c. to lay on the table (to defer temporarily);
   d. to postpone indefinitely or to a specific day;
   e. to move the previous question (immediate vote on the main motion).

r) The following motions may be introduced without notice and without permission:
   a) to refer;
   b) to adjourn;
   c) to amend;
   d) to suspend the rules of procedure.

19. **Points of Order and Privilege**
   a) The Chairperson or presiding officer shall preserve order and decide questions of order.
   b) The Board, if appealed to, shall decide the question without debate and its decision shall be final.

20. **General**
   a) In all matters and under all circumstances, the members shall make a disclosure of pecuniary interest and the general nature thereof on the agenda and the Secretary shall record this disclosure of pecuniary interest.
   b) Individuals or groups which are listed on an agenda or are otherwise approved to appear before the Board shall be limited to not more than fifteen (15) minutes except that a delegation consisting of more than five (5) persons shall be limited to two (2) speakers each limited to speaking not more than ten (10) minutes.
   c) Any procedure under this agreement which is discretionary and not mandatory under statute may be suspended with the consent of a majority of the members present.
22. Either party to this Agreement may terminate this Agreement upon one (1) year written notice of termination to the other party, in which case this Agreement shall terminate one (1) year following the delivery of such notice. The party that receives the notice shall have the right to acquire the fifty (50) percent share of the assets of the Elmwood Community Centre owned by the party that provided the notice. The final details as to how the value of the fifty percent share of the assets of the Elmwood Community Centre is determined will be finalized by mutual agreement of both parties within the one (1) year notice period. If a mutual agreement cannot be reached between the two parties on the value or disposition of the assets then a final decision will be rendered by a mutually agreed upon mediator. This Agreement shall remain in force and effect during the one (1) year notice period as well as any mediation period that may extend beyond the one (1) year notice period.

23. This by-law shall be reviewed by both municipal Councils for any possible amendments prior to December 31st, 2018.

Signed & Sealed on: ________________________________

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per: ________________________________

Mayor – Kevin Eccles

Per: ________________________________

CAO– Laura Johnston

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

Per: ________________________________

Mayor – David Inglis

Per: ________________________________

CAO- Sonya Watson
Recommendation

THAT Report ED 18-10-27 be received for information.

Executive Summary

The Saugeen Municipal Airport Commission reached out to the Economic Development departments of the Town of Hanover, Municipality of Brockton and Municipality of West Grey who are the shared financial stakeholders of the airport in an effort to help identify opportunities to grow and strengthen the property into an economic driver for our communities.

Background and Discussion

In the spring of 2018 the shared municipal stakeholders came together and formed a Joint 3 task group to collaboratively engage and gather information and feedback from all stakeholders. The data collected generated a plan and provided next steps to the Saugeen Municipal Airport Commission to assist increased revenue generation and make the airport a self-thriving entity.

Through this project, SWAT analysis sessions were facilitated by an OMAFRA representative and the partnering economic development departments. A total of three separate sessions were conducted and included the following groups: Saugeen Municipal Airport Commission, Municipal Partners Economic Development Committees and an electronic survey with airport stakeholders and users.

The Strategic Planning Report (attached as Appendix A) was presented and discussed with the Saugeen Municipal Airport Commission at their regular meeting on October 18, 2018. The Commission thanked the Joint 3 group for their efforts and acknowledged that some changes are needed.

Legal and Legislated Requirements

No immediate legal or legislated implications.

Financial and Resource Implications

Financial implications will be brought forward as part of the 2019 budget process.
West Grey 2020 Action Plan

Strategy A.1 – Partnerships

Consultation
Saugeen Municipal Airport Commission
Saugeen Municipal Airport Stakeholders/Users
OMAFRA
Joint 3 Task Group

Next Steps
The Commission has received the recommendations outlined in the Report and is considering next steps.

Attachments
Appendix A: Saugeen Municipal Airport Strategic Planning Session Final Report October 18, 2018

Respectfully submitted:
Cathy Sweeney
Economic Development
Saugeen Municipal Airport Strategic Planning Session Report

A summary of the activities, insights and recommendations for future growth.

October 18, 2018

Prepared by:

Economic Development Departments
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<th>TABLE OF CONTENTS</th>
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<td>The Strategic Plan</td>
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<td>Goals and Action Plans</td>
</tr>
<tr>
<td>Summary</td>
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<tr>
<td>Appendix A: SMA Commission Summary</td>
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<tr>
<td>Appendix B: Economic Development Committee Summary</td>
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<td>Appendix C: Stakeholder Survey Results</td>
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Town of Hanover Economic Development Manager – April Marshall

Municipality of West Grey Economic Development Coordinator – Cathy Sweeney

Municipality of Brockton Community Development Coordinator – Paulette Peirol
(Kathleen Arseneau - planning phase)

In collaboration with Cheryl Brine, Agriculture & Rural Economic Development Advisor
Ministry of Agriculture, Food & Rural Affairs
Economic Development Division
INTRODUCTION

The Saugeen Municipal Airport (CYHS) is a Transport Canada registered airport located 2.5 km northwest of the town of Hanover and is the aviation hub for the three partnering municipalities – Municipality of Brockton, Town of Hanover and the Municipality of West Grey.

The airport serves as a base for flight training, sightseeing tours, air ambulance services, corporate jets, and recreational pilots.

The 250-acre airport complex offers two paved runways with full instrument-approach systems, hangars for airport and private use, a main terminal that houses airport operations, The Airport Restaurant, rental spaces for partnering businesses and venues to hold public events and meetings.

The SMA Commission began to meet with economic development representatives from the partnering municipalities in early 2018 in an effort to strengthen and promote cohesion and to identify opportunities to help leverage and grow this shared asset so that it is an economic driver for the communities that it supports. The following sessions were conducted in support of this report:

April 12, 2018  Session with Saugeen Municipal Airport Commission
June 20, 2018  Session with Municipal Economic Development Committees
August, 2018  Electronic Survey with SMA Stakeholders
THE STRATEGIC PLAN

It is important to note that through the various stakeholder engagement sessions, a common view and vision was shared by all. Three strategic directions are the foundation of this report. These priorities have been identified from the input received at the planning sessions with the noted stakeholder groups. The associated action plans compliment the shared goals, to support outcomes that the SMA Commission can pursue over the next 2-4 years.

**Strategic Direction #1: Planning**
Goal: To prepare a formal statement of business goals and information about the organization so that all stakeholders are working towards a shared vision and have a clear understanding of the role they play.

**Strategic Direction #2: Marketing & Communication**
Goal: To strengthen and enhance SMA’s position as a regional aviation hub.

**Strategic Direction #3: Tourism**
Goal: To strengthen and promote cohesion with partnering municipalities and their tourism efforts. To position SMA as an attraction and support partnership development that builds tourism alliances.

**ACTION PLANS**

Action plans answer the question: what do we need to do to achieve the goals and objectives? An action plan describes in detail the specific steps a group will take to meet its goals, objectives and performance measures. For each action, the timeframe, the resources required, who will be responsible and the status of the actions will be identified.
Each Action plan as also been signed a level of priority as follows:

Short (S) – to be acted upon in the short term and ideally fully implemented in 1-2 years

Medium (M) – to be initiated with the next 2 years and implemented within the 4 year time frame of the Strategic Plan.

Long (L) – to be acted upon as time and resources permit, but within the next 3-4 years. These initiatives may not be fully implemented with the 4 year time frame of the Strategic Plan.

Ongoing (O) – these action have been initiated but not completed.

Legend

SMAC Saugeen Municipal Airport Commission
SMAM Saugeen Municipal Airport Management
EDM Economic Development Managers
ACS Airport Community Stakeholders
**GOAL AND ACTION PLAN**

**PLANNING - To prepare a formal statement of business goals and information about the organization so that all stakeholders are working towards a shared vision and have a clear understanding of the role they play**

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<tr>
<th>Strategy</th>
<th>Lead</th>
<th>Priority</th>
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<tr>
<td>Update Terms of Reference</td>
<td>SMAC</td>
<td>S – M</td>
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<tr>
<td>Grow representation on Commission</td>
<td>SMAM</td>
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<td>Establish a Memorandum of Understanding with municipal partners</td>
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<tr>
<td>Create an Asset Management Plan</td>
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<td>Develop a Strategic Plan (airport specific)</td>
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<td>Establish Restaurant Criteria</td>
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<tr>
<td>Review current job descriptions</td>
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<td>o Ensure business needs are being met</td>
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<td>o Offer continuous training</td>
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**Evaluation**

- Terms of Reference has been updated
- Sectors that compliment SMA initiatives are identified and representation exists on SMAC (knowledge / roles / working groups contribute to overall goals)
- A MOU is created and presented to partnering municipal Councils that clearly identify the Purpose & Scope, Responsibilities, Reporting Mechanisms and Terms of Understanding between the partners
- An Asset Management Plan is created
- A airport specific Strategic Plan is created
- Criteria is established in regards to the Restaurant
- A review of job descriptions is conducted, business management gaps are identified and addressed / training is offered to further staff’s role and knowledge
## GOAL AND ACTION PLAN

### MARKETING & COMMUNICATION - To strengthen and enhance SMA’s position as a regional aviation hub.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Lead</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Create and distribute a SMA Prospectus</td>
<td>SMAC</td>
<td>S-M, O</td>
</tr>
<tr>
<td>• Create and distribute a SMA Brochure</td>
<td>SMAM</td>
<td></td>
</tr>
<tr>
<td>• Create a marketing and public relations plan</td>
<td>EDM</td>
<td></td>
</tr>
<tr>
<td>• Increase Signage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Evaluation

- A Prospectus is created highlighting SMA stats, opportunities (like meeting space, training, etc.) and incentives, tailored towards potential partners and investors. The prospectus is delivered to stakeholders, including Bruce Power and other local businesses and is used by municipal partners in their economic development efforts.
- A Brochure is created for the public and distributed to attract visitation to SMA. Also displayed and promoted online.
- A marketing review and plan for the future is created. A plan is established to promote successes / quick wins to build excitement at SMA.
- Signs are erected throughout partner municipalities – in partnership with EDM's.
TOURISM - To strengthen and promote cohesion with partnering municipalities and their tourism efforts. To position SMA as an attraction and support partnership development that builds tourism alliances.

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Lead</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Host a stakeholder event</td>
<td>SMAC</td>
<td>S-M</td>
</tr>
<tr>
<td>Develop a product or tourism initiative</td>
<td>SMAM</td>
<td>EDM</td>
</tr>
<tr>
<td></td>
<td>EDM</td>
<td>ACS</td>
</tr>
</tbody>
</table>

Evaluation

- An event is hosted with stakeholders to identify opportunities for collaboration (i.e., expand COPA for Kids with market, entertainment, etc.) to develop large annual event
- An annual event is identified and implemented in 2019
- A tourism initiative is developed (i.e., Stay and Sight See, Park and Ski, Snowmobile Races, Vendors Market, Touch a Truck or Pat a Plane)
SUMMARY

In conclusion, you will note that this report concentrates on short to medium actions, as we feel from the feedback received that these are quick wins to help in the airports journey in growth and building awareness/recognition. The sessions revealed the need for partners and stakeholders to be more engaged and have more information as it relates to current uses, sales and financials, successes and direction. Accountability and transparency needs to be addressed and improved upon. A clearer understanding of SMA financials was a common request that should be addressed. It is suggested that working groups be established to handle the identified goals and that stakeholders participate. It is also suggested that quarterly reports be delivered to partnering Economic Development Committees that reflects reporting and record keeping (usage, sales and financials, visitation, etc.) and that an annual presentation be delivered to partnering municipal Councils.

Saugeen Economic Development Corporation has a connection with a comparable airport that has gone through similar exercises and has experience to share. They have provided the opportunity to bring this connection to us to share their story and provide some insight/advice on how best to proceed.

Saugeen Municipal Airport is a gem in our region and we would like to see it prosper and grow to the mutual benefit of all stakeholders.
APPENDIX A: SAUGEEN MUNICIPAL AIRPORT COMMISSION
PLANNING MEETING WITH ECONOMIC DEVELOPMENT
APRIL 12, 2018 – 10AM TO 4PM

Attendance
Airport Commission
Dave Kennedy – Airport Management
Susan Kirkpatrick – Airport Management
David Inglis – Municipality of Brockton, Airport Commission
Ed King – Town of Hanover, Airport Commission
Dave Schmidt – Airport Commission

Economic Development
April Marshall – Economic Development Manager from the Town of Hanover
Cathy Sweeney – Economic Development Officer from the Municipality of West Grey
Kathleen Arseneau – Community Development Coordinator from the Municipality of Brockton
Jamie Doherty – Business Community Counsellor from the Saugeen Economic Development Corporation

1. Background Discussion/Development of a Vision and Mission Statement

History
Ross Sibbitt made the property into an airport in the 1950’s. The Airport still uses the same log book from 1950’s. In the 1970s, a volunteer group from the Volunteer Flying Club hosted the famous “$2 Dollar Breakfast”. It was such a success that it put Hanover Airport on the map. During the late 1980’s, Interforest came to West Grey and was interested in flying aircraft out of the airport. They lobbied the provincial government to put money in the airport. The runway was built first and in 1993 the airport building. At the time, Interforest flew out two to three times a week, and later had a second plane.

Process
The airport has a complicated financial formula where the municipality of Brockton has the largest responsibility, the Commission can’t figure out the formula. According to the Commission, Hanover gets the most traffic from the airport. Subtle traffic coming in on a daily basis. Emergency services such as OPP, Airbus Ambulances and Orange have used the airport for emergency purposes. Regional businesses are using the airport. Business people aren’t open to disclose the nature of their business. Transport Canada have the flight plan, but the nature of the trip is never disclosed to the airport. There is a voluntary log book should pilots chose to fill out. Pilots only have to report arrival of an aircraft when they’re ten to fifteen miles away. All-in-all, it is difficult for airport staff to collect information about travelers as it is not required and it is an unregulated airport.

How does the airport make Revenue?
- Fuel Sales
- Tie-Down Fees ($60/month)
- Lease property to hangar owners – cents per sq fr
- Access fees via runway taxiways. Annual rate - $360 per year
- Hangar Rental - owns 6 hangars that are full. Charge for hydro. Main income
- Rent from flight school and Tilly’s
- Lease farm land
- Municipality Levies

*Note: No landing fees at this time, but it is a competitive advantage as it attracts more pilots.
** Note: Manager has done research and has correspondingly increased the SMA’s prices to reflect the average.

Vision and Mission Statement
Make the airport an economic driver for the communities it supports.

How?
- Tourism
- Attraction of airport related business
- Recruit businesses that are getting pushed out of the larger passenger based airports.

2. What’s worked well/what hasn’t worked well?

<table>
<thead>
<tr>
<th>Successful</th>
<th>Unsuccessful</th>
</tr>
</thead>
<tbody>
<tr>
<td>- $2 breakfast</td>
<td>- Concert – can’t control intake of flights because it’s an uncontrolled airport.</td>
</tr>
<tr>
<td>- Local affiliation with COPA Flight 54 training and seminars– organize activities through the year.</td>
<td>- Racing</td>
</tr>
<tr>
<td>- COPA for kids – promote flying to youth</td>
<td>- Non promoted events creates too much liability</td>
</tr>
<tr>
<td>- Home to a flight school (sigh seeing tours)</td>
<td>- Airplane raffle</td>
</tr>
<tr>
<td>- Uncertified airport (lower cost)</td>
<td>- Over regulations</td>
</tr>
<tr>
<td>- Lease agreements</td>
<td>- Emergency response centre</td>
</tr>
<tr>
<td>- Air cadets</td>
<td>- In 1980s a car was available to travelers. Insurance and liability was too expensive</td>
</tr>
<tr>
<td>- Private partnership</td>
<td></td>
</tr>
</tbody>
</table>
## 3. SWOT Analysis = Strengths/Weaknesses/Opportunities/Threats

<table>
<thead>
<tr>
<th>Strengths</th>
<th>Weaknesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnerships – Location – Expanding Opportunities</td>
<td></td>
</tr>
<tr>
<td>1. Municipal owned</td>
<td></td>
</tr>
<tr>
<td>2. Volunteers/ people knowledge</td>
<td></td>
</tr>
<tr>
<td>3. Access to local advisors</td>
<td></td>
</tr>
<tr>
<td>4. Location</td>
<td></td>
</tr>
<tr>
<td>5. Partnerships i.e. Flight 54</td>
<td></td>
</tr>
<tr>
<td>6. Rental revenue streams</td>
<td></td>
</tr>
<tr>
<td>7. Land</td>
<td></td>
</tr>
<tr>
<td>8. Revenue stream from events, restaurant, fuel,</td>
<td></td>
</tr>
<tr>
<td>9. Hours of operation</td>
<td></td>
</tr>
<tr>
<td>10. Unregulated</td>
<td></td>
</tr>
<tr>
<td>11. Strong infrastructure</td>
<td></td>
</tr>
<tr>
<td>1. Time and Money – lack of resources</td>
<td></td>
</tr>
<tr>
<td>2. Red Tape</td>
<td></td>
</tr>
<tr>
<td>3. Public perception, image and promotional freedom</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Opportunities</th>
<th>Threats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication – Tourism – Emergency Preparedness - Development</td>
<td></td>
</tr>
<tr>
<td>1. Emergency services/ resource</td>
<td></td>
</tr>
<tr>
<td>2. Public relations and communication</td>
<td></td>
</tr>
<tr>
<td>3. Tourism</td>
<td></td>
</tr>
<tr>
<td>4. Business development and land development (hangars, solar panels, aviation businesses, etc.)</td>
<td></td>
</tr>
<tr>
<td>5. Build awareness with events/ fundraiser/ Weddings and Family Reunion</td>
<td></td>
</tr>
<tr>
<td>6. Non airport revenue</td>
<td></td>
</tr>
<tr>
<td>7. Aviation theme escape room</td>
<td></td>
</tr>
<tr>
<td>8. Outdoor rink</td>
<td></td>
</tr>
<tr>
<td>9. Emergency response center – climate controlled hangars and access to water</td>
<td></td>
</tr>
<tr>
<td>10. Educational AMO</td>
<td></td>
</tr>
<tr>
<td>11. Resident aero mechanic</td>
<td></td>
</tr>
<tr>
<td>12. Recurrence training</td>
<td></td>
</tr>
<tr>
<td>13. Restaurant on snowmobile trail</td>
<td></td>
</tr>
<tr>
<td>14. Billboard ad</td>
<td></td>
</tr>
<tr>
<td>15. Air shows</td>
<td></td>
</tr>
<tr>
<td>Policy and Economic downturns -</td>
<td></td>
</tr>
<tr>
<td>1. Regulation</td>
<td></td>
</tr>
<tr>
<td>2. Fuel prices</td>
<td></td>
</tr>
<tr>
<td>3. Infrastructure depletion</td>
<td></td>
</tr>
<tr>
<td>4. Infrastructure at capacity – high cost</td>
<td></td>
</tr>
<tr>
<td>5. Weather</td>
<td></td>
</tr>
<tr>
<td>6. Lack of collaboration</td>
<td></td>
</tr>
<tr>
<td>7. Lack of support</td>
<td></td>
</tr>
<tr>
<td>8. Lack of municipal support</td>
<td></td>
</tr>
</tbody>
</table>
Discussion:
J. Doherty reached out to Bill Spinney who was involved in bring business Development to the Perry Sound airport. He asked about Funding, what were the objections, challenges and successes. He shared that the industrial area at the airport that is unrelated to the airport. J. Doherty mentioned the value an independent consultant can bring to an airport development strategy, and to review the successes that they provided to a large number of airports.

Action: SEDC to look into funding opportunities and potential partnerships. J. Doherty stressed the importance of getting a consultant, and to review a larger number of airports that utilized their services (not just the local ones).

4. Next Steps

   a. Set up a meeting in May to conduct SWOT with Airport Stakeholders
   b. Create an online survey
   c. SEDC to contact Perry Sound about the development process of their airport
   d. Complete SWOT at the joint EDC meeting in June
   e. Follow up with the commission in July
## APPENDIX B: BROCKTON, HANOVER AND WEST GREY JOINT ECONOMIC DEVELOPMENT COMMITTEE MEETING NOTES – JUNE 20, 2018

<table>
<thead>
<tr>
<th>What is working well?</th>
<th>What has not</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location is unique</td>
<td>Not revenue generating</td>
</tr>
<tr>
<td>Room for additional longer runway growth</td>
<td>Improve flow of communication (commission to municipality)</td>
</tr>
<tr>
<td>Breaks even with municipalities funds</td>
<td>Not well promoted</td>
</tr>
<tr>
<td>Lots of volunteers (pilots, sense of community)</td>
<td>Need Skill based board members</td>
</tr>
<tr>
<td>Collaboration of municipal partners well maintained</td>
<td>Lack of champions for this municipal asset</td>
</tr>
<tr>
<td>Opportunity of creating local events</td>
<td>No green initiatives, lack of recycling at facilities</td>
</tr>
<tr>
<td>Emergency access alternative landing site</td>
<td>Lack of progressive thinking</td>
</tr>
<tr>
<td>Emergency fuel</td>
<td>Lack of regional approach planning</td>
</tr>
<tr>
<td>Crossing air strips &amp; length to accommodate larger aircraft</td>
<td>Small proportion of population actually uses the airport</td>
</tr>
<tr>
<td>Room for expansion of business opportunity</td>
<td>Commission actually owns an insulated hanger</td>
</tr>
<tr>
<td>Multi use buildings with restaurant</td>
<td>Airport mechanic has not materialized</td>
</tr>
<tr>
<td>Municipal assets proximity to our community</td>
<td>Want to capitalize on the fixed aircraft for other local airports</td>
</tr>
<tr>
<td>Opportunities for growth with Bruce Power</td>
<td>Managers job description</td>
</tr>
<tr>
<td>Airport finance is stable</td>
<td>Financial reporting</td>
</tr>
<tr>
<td>Opportunity for stronger partnership between municipalities</td>
<td>Transparency/communication</td>
</tr>
<tr>
<td>Hanger buildings available</td>
<td>Data collection</td>
</tr>
<tr>
<td>Incentive for new business</td>
<td>Marketing</td>
</tr>
<tr>
<td>Fly “in’s”</td>
<td>Failure to embrace change</td>
</tr>
<tr>
<td>Flight schools</td>
<td>Misaligned skill sets</td>
</tr>
<tr>
<td>Air Cadets</td>
<td>Reliance on municipal funding, no new revenue streams</td>
</tr>
<tr>
<td>Flight school</td>
<td>Not maximizing asserts</td>
</tr>
<tr>
<td>Meeting facilities</td>
<td>Inconsistent restaurant operators</td>
</tr>
<tr>
<td>Air cadets</td>
<td>Capital funding</td>
</tr>
<tr>
<td>Provides important emergency service to communities / regions</td>
<td>Budgeting for future (capital, life cycle)</td>
</tr>
<tr>
<td>Well maintained</td>
<td>No long term plan</td>
</tr>
<tr>
<td>Growth potential</td>
<td>Succession plan?</td>
</tr>
<tr>
<td>Automation features - Self fuel</td>
<td>What is our future market/demand?</td>
</tr>
<tr>
<td>3 funding partners seem to be on the same page</td>
<td>Are we capitalizing on all or alternative sources of revenue?</td>
</tr>
<tr>
<td>Fuel sales</td>
<td>What is the real purpose/function of the airport?</td>
</tr>
<tr>
<td>Piolets like airport</td>
<td>Does the airport have support of a long term plan</td>
</tr>
<tr>
<td>Sunday Bruch</td>
<td>Transparency of financials</td>
</tr>
<tr>
<td>Facility &amp; runway well maintained</td>
<td>Fundamental look at the continuation of the airport as a municipal asset</td>
</tr>
<tr>
<td>Devoted management</td>
<td>Long term plan question: is do we need it?</td>
</tr>
<tr>
<td>Good signage, clear &amp; concise</td>
<td></td>
</tr>
<tr>
<td>Host events - snowbirds</td>
<td></td>
</tr>
<tr>
<td>Successful at keeping local plane owners</td>
<td></td>
</tr>
</tbody>
</table>

### Top 3 Priorities as defined by each group

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outreach/Marketing</td>
<td>Annual Events</td>
<td>Governance</td>
</tr>
<tr>
<td>- presentation to Bruce Power &amp; their suppliers</td>
<td>- an air show</td>
<td>- MOU between 3 municipalities and a Commission “Terms of Reference”</td>
</tr>
<tr>
<td>Hire a business development and Expansion Manager</td>
<td>Municipalities re-evaluate who is appointed to commission that has airport background and skill sets needed</td>
<td>Keep operations manager</td>
</tr>
<tr>
<td>Asset management plan specific</td>
<td>consult</td>
<td>Long term plan</td>
</tr>
<tr>
<td>- purposes / commitment</td>
<td>board</td>
<td></td>
</tr>
<tr>
<td>- communications</td>
<td>financial</td>
<td></td>
</tr>
<tr>
<td>Complete Financial Data disclosure / Comparisons + Benchmarks - consultant needed?</td>
<td>Strategic Plan</td>
<td>Marketing Plan</td>
</tr>
</tbody>
</table>
APPENDIX C: STAKEHOLDER SURVEY RESULTS

How are you involved in the Saugeen Municipal Airport (SMA)?

• Answered: 8
• Skipped: 0

7 (87.50%)

Resident Pilot
Business
Owner/ Service Provider
Community Group
Event Organizer
Other (please specify)

Answer Choices – Responses –

Resident Pilot 87.50%
7
Business Owner/ Service Provider 25.00%
2
Community Group 0.00%
0
Event Organizer 12.50%
1

Responses

Other (please specify) 12.50%
1

Total Respondents: 8
List what is currently and/or has previously worked well at SMA?

- Answered: 8
- Skipped: 0

**RESPONSES (8)**

The restaurant that is properly run. Returning to a full service fuel. For the past two years we have returned having a properly maintained throughout the year.

8/6/2018 9:54 PM

Cross-runways make it a safe haven for aircraft in windy conditions. IFR approaches enable air ambulances to provide service in bad weather. Cutting trees at approaches has improved safety for all flights.

7/28/2018 9:18 AM

Good maintenance and grooming.

7/24/2018 9:15 AM

Last few years of positive overall quality of keeping of the airport infrastructure including grounds.

7/23/2018 10:32 PM

Everything is working well at this time considering what funding is available.

7/23/2018 7:47 PM

Dave Kenedy

7/23/2018 6:59 PM

Organized events have worked in the past.

7/23/2018 5:14 PM

Staff is very good

7/23/2018 4:27 PM
Q3 w0

List what is currently and/or previously not worked well at SMA?

• Answered: 7
• Skipped: 1

RESPONSES (7)

Self serve fuel. The airport is not being marketed and promoted. We need commission members interested in promoting the airport.
8/6/2018 9:54 PM

Lack of altimeter settings and weather advisory. Lack of tie-downs.
7/28/2018 9:18 AM

Previously-Year round complete access maintained & business hours radio contact. Now: Great
7/24/2018 9:15 AM

Nothing significant as of 2017 and beyond....
7/23/2018 10:32 PM

COPA convention
7/23/2018 6:59 PM

Nothing positive is being done to promote the airport.
7/23/2018 5:14 PM

Restaurant
7/23/2018 4:27 PM

Q4 w0

List your top 3 priorities for the future of the SMA.

• Answered: 8
• Skipped: 0

Answer Choices – Responses –
Priority 1  100.00%

8

RESPONSES (8)

Promoting the airport to different markets
8/6/2018 9:54 PM

Promote business-related airport use.
7/28/2018 9:18 AM

Continued manicuring and maintenance is very important.
7/24/2018 9:15 AM

Retain quality of runway surfaces and lighting
7/23/2018 10:32 PM

Lower fuel prices
7/23/2018 7:47 PM

IFR approach with LPV
7/23/2018 6:59 PM

Change the management attitude.
7/23/2018 5:14 PM

Maintain or lower parking fees
7/23/2018 4:27 PM

Responses

Priority 2  100.00%

8

RESPONSES (8)

Reserve fund for future maintenance
8/6/2018 9:54 PM
Promote tourism-related airport use.

7/28/2018 9:18 AM

Up to date facilities including restaurant open daily is a huge attraction.

7/24/2018 9:15 AM

Maintain gas pump quality

7/23/2018 10:32 PM

Maintain high standards

7/23/2018 7:47 PM

Better informed direction by counsel

7/23/2018 6:59 PM

Positively promote airport to entice a scheduled airliner so that can become a regional hub.

7/23/2018 5:14 PM

Empower staff

7/23/2018 4:27 PM

Responses

Priority 3 100.00%

8

RESPONSES (8)

Set up annual or biannual events such as fly-ins

8/6/2018 9:54 PM

Promote ag-related airport use.

7/28/2018 9:18 AM

Continue to have activities - big and small - to attract people to our airport.

7/24/2018 9:15 AM

Gravel-free taxi ways and runways
7/23/2018 10:32 PM
Good restaurant

7/23/2018 7:47 PM
Less grandstanding

7/23/2018 6:59 PM
Attract a courier company to base here.

7/23/2018 5:14 PM
Improve restaurant

7/23/2018 4:27 PM

Q5 w0

If you’re interested in getting more involved (stakeholder meeting or a planning meeting for the SMA), please provide your contact information.

• Answered: 5
• Skipped: 3

Answer Choices – Responses

Responses
Name 100.00%

5

RESPONSES (5)
Steve Tanner
8/6/2018 9:54 PM
Burt Hodgins
7/28/2018 9:18 AM
Rob Olds
7/23/2018 6:59 PM
Philip Englishman  
7/23/2018 5:14 PM  
Mark Gaertner  
7/23/2018 4:27 PM  
Responses  
Company 0.00%  
0  
RESPONSES (0)  
Responses  
Address 0.00%  
0  
Responses  
Address 2 0.00%  
0  
Responses  
City/Town 100.00%  
5  
RESPONSES (5)  
Hanover  
8/6/2018 9:54 PM  
Hangar V  
7/28/2018 9:18 AM  
Walkerton  
7/23/2018 6:59 PM  
Walkerton
7/23/2018 5:14 PM
Conn

7/23/2018 4:27 PM
Responses
State/Province 0.00%
0
Responses
ZIP/Postal Code 0.00%
0
Responses
Country 0.00%
0
Responses
Email Address 100.00%
5

RESPONSES (5)
sktanner@gmail.com
8/6/2018 9:54 PM
burvie@hurontel.on.ca
7/28/2018 9:18 AM
robdolds@gmail.com
7/23/2018 6:59 PM
mickeyd@wiggman.ca
7/23/2018 5:14 PM
r985@yahoo.com
7/23/2018 4:27 PM

Responses

Phone Number  80.00%

4

RESPONSES (4)

519 525 3472
7/28/2018 9:18 AM
5192803252
7/23/2018 6:59 PM
5193773777
7/23/2018 5:14 PM
2892186257
7/23/2018 4:27 PM

Additional comments:

- Answered: 5
- Skipped: 3

RESPONSES (5)

We did a committee set up of people that have a knowledge of aviation and business he experience. That has the full support of the commission and member municipalities. That can work together and promote the airport. Committee that can promote getting more aircraft and businesses to the airport.

8/6/2018 9:54 PM

I would like to thank all the past and present staff and volunteers for providing such a great facility. Burt

7/28/2018 9:18 AM
Since Dave has taken over we see many improvements that were much needed. Our airport is our future ... please continue to let it grow, attract tourists etc. It is an extremely valuable tool for this area ... continue to upgrade, maintain & support the restaurant. All factors are a positive link to the tourist industry and our community.

7/24/2018 9:15 AM

It's a great airport, let's work at keeping it that way.

7/23/2018 6:59 PM

Improve fuel sales. Attract a mechanic to base at the airport. If you are serious in keeping and improving the airport, call me.

7/23/2018 5:14 PM