The Corporation of the Township of Georgian Bluffs

By-law Number 2020-021

Being a By-law to authorize an Airport Management Agreement with the Loomex Group, for management services at the Wiarton Keppel International Airport.

Whereas Section 11 (2) of the Municipal Act S.0. 2001 as amended provides that a lower-tier municipality may pass by-laws respecting public assets of the municipality; and

Whereas Council has deemed it appropriate and necessary to outsource management of the Wiarton Keppel International Airport on an interim basis, and

Whereas The Loomex Group has submitted a proposal for management of the airport for a period of no less than two months to an estimated maximum of six months;

Now Therefore the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:

1. That the Agreement between The Loomex Group and the Township of Georgian Bluffs is hereby authorized, and shall remain in substantially the same form as Schedule A to this By-law.

2. That the Mayor and Clerk be authorized to sign the Agreement attached hereto and which forms a part of this By-law.

3. This By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 26th day of February, 2020.

Read a third time and passed this 26th day of February, 2020.

Mayor – Dwight Burley

Clerk – Wendi Hunter
CONFIDENTIAL

Airport Management Contract

This Contractor agreement is effective as of February 24, 2020 between:

The Loomex Group
(herein after called “the Contractor”)

And
The Township of Georgian Bluffs
(herein after called “the Township”)

This Agreement is for services rendered by the Contractor to the Township of Georgian Bluffs to provide the service of Airport Management for a period of no less than two months and to an estimated maximum of six months.

Definitions

In this Agreement, the following terms have the following meaning:

“Agreement” means this airport management contract between the Township and the Contractor;

“Airport” means the aerodrome owned by the Township;

“Airport Manager” means the Contractor’s employee who is designated as the senior employee stationed at or near the Airport, who will lead the responsibilities of the Contractor

“Airport Operation Services” means the responsibilities listed in the “Operational Responsibilities” and “Administrative Responsibilities” sections of this Agreement;

“CAR” means the Canadian Aviation Regulations, S.O.R. 96-433;

“CAO” means the Chief Administrative Officer of the Township;

“Compliance Management Tasks” means the tasks that are outlined in the Schedule of Events, broken out to Weekly, Monthly and Annual tasks and deliverables

“Contractor” means Loomex Property Management Ltd. conducting business in Ontario and carrying on business as The Loomex Group

“Township” means the Township of Georgian Bluffs

“PVI” means a performance validation inspection performed by a Transport Canada audit team.

“SMS” means safety management system a documented process for managing risks relating to the integrated operations and technical systems of the Airport with the management of financial and human resources to ensure aviation safety or the safety of the public
“SOG” means standard operating guidelines established by the Contractor, from time to time, to assist and guide its employees to carry out complex routines;

“Winter Maintenance Plan” means the Transport Canada Regulated Winter Maintenance Plan for Wiarton Keppel International Airport as per the *Airport Winter Maintenance and Planning Advisory Circular AC 302-013*

**Term**

The Agreement shall commence on March 2, 2020 for Airport Management, subject to any earlier termination, shall run for a term of no less than two months and no longer than six months as a month to month contract. Either party must provide the other party written notice of at least 30 days prior to August 1, 2020, should the interim contract not be converted into a longer-term contract. At any time prior to the six months the parties may enter into a longer-term contract with each other at which time this contract becomes null and void. The month to month will be based on a weekly cost of $2,600.00, applicable taxes are additional.

**Airport Operation Services**

The scope of work for this Agreement includes an Airport Manager (40 hours per week—the schedule will be adjusted to meet needs and circumstances), a Project Manager (3 hours per week) and the amount time necessary from a support team of The Loomex Group consisting of Airport Managers Network, Emergency Response Experts, Trainers, Accountants, Occupational Health & Safety Staff, Human Resource staff, Business Development Staff and Resources, and Project Management Lead to perform the functions required for the operation of the Airport including:

**Airport Management**

Our staff will work in conjunction with the current Airport employees and contractors to oversee and/or fulfill all Airport Administrative, Operational, and Maintenance functions. The extended Loomex team will be available for additional support if required. A close relationship with the Township’s Accountable Executive or their designate will be maintained for all airport operations, compliance, financial performance, business development opportunities, public relations and complaints, capital and operating requirements, airport activity, and any additional relevant and important information and formal reports will be provided as deemed appropriate upon request.

**Administrative, Operational, and Maintenance Procedures and Processes**

Airport Administrative, Operational, and Maintenance procedures and processes include a variety of categories:

- Safety and reporting, Meeting Compliance Requirements
- Marketing and Promotion
- Financial
- Office Administration
- Maintenance Tasks
Responsibilities of the Township

- Monitor and evaluate the performance of the Contractor
- Airport marketing costs, new service developments costs;
- Provision use of the air terminal building at the Airport to support ongoing airport operations;
- Final authority for financial and human resources decisions with respect to Airport operations as the “Accountable Executive” listed as part of the Airport’s SMS;
- Final decision making on annual operating and capital budgets related to the Airport;
- Final decision making on future planning decisions regarding infrastructure and future role of the Airport;
- Approve amendments to the airport manuals and policies that relate to airport certification;
- Provide access to available airport drawings, consultant reports, base plans, etc.;
- Attend meetings, as required, to assist and guide the Contractor;
- Assist in correspondence and review agencies and advisory groups;
- Review reports prepared by the Contractor that may be necessary to carry out the responsibilities of the Contractor and comment in a timely manner;
- Authorize payment of invoices to the Contractor;
- Payment of all utilities for Township owned airport facilities

Changes to Work When Agreement Underway

No deviation from the specifications shall be made by the Contractor in the execution of the Agreement, without the written approval of the Township.

The Township will not pay the Contractor any amounts over and above the proposed amount unless the Township and the Contractor agree to a price change as the result of the changes in the Work required, and before the additional work is undertaken.

The Contractor shall furnish a complete breakdown of any costs beyond the Agreement amount to support the additional amount.

Ownership

All information, data, policies, plans and documents prepared and collected by the Contractor shall be the property of the Township. The Contractor shall deliver all information, data, policies, plans and documents to the Township immediately upon completion or abandonment of the Work. Any re-use of documents by the Township for other projects beyond the scope of this Agreement shall be used at the Township’s sole risk.

Confidentiality

The Contractor recognizes that they may, by the nature of the goods or services being provided to the Township, have access to confidential information. It is understood and agreed that the Contractor, its employees, agents, representatives, and officers, shall hold all information, whether confidential or not, in the strictest confidence. The Contractor shall not disclose, nor permit by any act or failure to act, the disclosure of any information to any third party at any time during or after the term of their Agreement with the Township. Nor will the Contractor use any information however obtained as a result of performing duties for the Township for their own
commercial, financial, or personal advantage. The Contractor also acknowledges that they may be held both criminally and civilly responsible for any breach of confidentiality. It is hereby agreed that the following information is not to be confidential under this Agreement:

a) Information already in the public domain;
b) Information disclosed to the Contractor by a third party who is not under confidentiality obligation;
c) Information developed by or in the custody of the Contractor before entering into this Agreement;
d) Information developed by the Contractor through their Work with other clients; and
e) Information required to be disclosed by law or regulation, including, but not limited to, subpoena, court order or administrative order.

It is understood that the Township may become aware of the Contractor’s trade-secrets and proprietary material through the course of their contract, and that said trade-secrets and proprietary material may have a significant relationship with the competitive edge that the Contractor maintains in the marketplace. The Township agrees that if the Contractor’s trade-secrets and proprietary material are not effectively protected, the production and operations of the Contractor may be threatened, and the Contractor may suffer significant and irreparable losses in the marketplace.

The Township is required to keep all proprietary information and relevant trade-secrets of the Contractor confidential both during and after their term of Agreement.

**Records:**

The Township reserves the right to request, at any time during the duration of the Agreement, access to all logs and/or records held by the Contractor pertaining to the works detailed herein. The Contractor shall provide the requested documents to the Township within seven (7) business days of the initial date of request.

It is the responsibility of the Contractor to adhere to the Ontario Freedom of Information and Protection of Privacy Act (FOIPP) with respect to protecting any personal information collected on behalf of the Township during the duration of the Agreement.

Upon completion of the Agreement, original copies of all final drawings and documents shall be provided to the Township for retention and archive.

**Insurance**

The Contractor shall at all times provide, be responsible for and maintain during the term of this agreement:

a. General Liability Insurance
   - Any other insurance policies that a prudent independent Contractor providing the services as stated in the Agreement would consider being reasonable.

b. Change in Coverage
   - If the Township requests to have the amount of coverage provided by these policies increased or to obtain other special insurance for this Agreement, the
Contractor shall endeavor forthwith to obtain such increased or special insurance at the Township’s expense as a disbursement, such increase to be added to the upset cost of this Agreement.

c. General Conditions
   • All insurance costs will be borne by the Contractor
   • All applicable deductibles under the required insurance policies are at the sole expense of the Contractor
   • All policies shall apply as primary and not as excess of any insurance available to the Township
   • All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-

d. Airside and Aviation Environment
   • All insurance shall indicate that the required insurance shall be valid in an active airside and aviation environment.

e. Township’s Insurance
   • The Township shall at all times provide, be responsible for and maintain during the term of this Agreement General Aviation Insurance policies naming the Contractor and the Township as insureds with respect to each parties interests as an owner/operator of the Township’s airport and all activities associated therewith.
   • It is agreed by and between the Township and the Contractor that all insurance requirements contained in this Agreement will be reviewed from time to time; and insurance coverage, the policy amounts and risks covered by such insurance will be adjusted to any such limit as the Township may reasonably require.

Indemnification

The Contractor and their employees, sub-contractors, or agents shall, at all times, indemnify and save harmless the Township, its officers, agents, employees, and Members of Council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage, or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith except for the negligence or willful misconduct of the Township.

Compliance with Law

The Township acknowledges that the Contractor must comply with all local, provincial and federal laws, regulations and orders relating to the management and operation of the Airport including without limitation, Transport Canada’s Aerodrome Standards and Recommended Practices (“TP312E”), the Canadian Aviation Regulations (“CARs”), NAV Canada requirements, the Workers Compensation Act, the Occupational Health and Safety Act, the Environmental Protection and Enhancement Act, the Personal Information Protection Act and the Freedom and Information and Protection of Privacy Act (Ontario) as amended from time to time.
In the event that, during the currency of this Agreement, there is an assessment, imposition or amendment to the laws, regulations or orders governing the operation of the Airport which increases the cost to the Contractor of performing the work, the Contractor may provide such notice of such increase to the Township and the fees hereabove shall be adjusted accordingly. In the event that the Parties are unable to agree on the amount of any such increase, the question may be referred to arbitration.

**Execution of Work**

The Contractor shall execute the whole of its work, including Airport Management Services, with Safety Management and Compliance Services with every possible dispatch and in a substantial and workmanlike manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for.

The whole of the Agreement shall be completed to the satisfaction of the Township.

**Remedies for Non-performance by Contractor**

In the event that the Contractor fails to perform any obligations under this Agreement, the Township shall be entitled to exercise any one or more of the following remedies:

a. The Township may with-hold any payment due until the Contractor has remedied its default.

b. The Township may terminate this Agreement in the event that the Contractor does not remedy its default within a reasonable time frame as requested to do so in writing delivered by certifiable methods from the Township.

c. The Township may exercise any other right available to it in law or equity.

Unless the Township expressly agrees to the contrary, any failure of the Township to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of the Township to subsequently obtain such remedies.

**Right to Terminate the Agreement**

The Township shall have the right to terminate the Agreement forthwith and without penalty, upon ninety (90) days written notice to the Contractor, in the event that:

a. The Contractor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or an order is made for the winding up of the Contractor, or if a receiver is appointed on account of the Contractor’s insolvency; or.

b. The Contractor fails to institute appropriate corrective action forthwith after written notification by the Township of any failure on the part of the Contractor to comply with the terms and specifications of the Agreement.

c. Delivery requirements are not met;

d. The work performed is not satisfactory in meeting the requirements of legislation.

The Township shall have the right to terminate the Agreement with a penalty forthwith for any reason outside those listed above (a through d) with penalty equivalent to 2 months contract value including all bonus entitlements, upon ninety (90) days written notice to the Contractor.

Upon the termination of this Agreement, the parties shall take the following steps:

a. All collections or unfulfilled obligations shall be appropriately adjusted and all steps shall
be taken to perform all unfilled obligations and collect all outstanding accounts; and

b. The Contractor shall provide to the Township all of their financial records specific to this Agreement, concerning the conduct of the operations and a statement of all outstanding accounts.

Law Governing the Agreement
This Agreement shall be governed by the law of the Province of Ontario.

Dispute Resolution
If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to resolve the dispute by arbitration using Expedited Arbitration Rules. The parties agree that the Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in the Township of Georgian Bluffs, or such other location as the parties may agree, and shall proceed in accordance with the provisions of the Arbitration Act (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

PRICING $2,600.00 per week
- Interim Airport Manager 40 hours per week
- Project Lead 3 hours per week
- Access to Additional Resources as Required as Support Staff

All numbers listed above are exclusive of all taxes.

Additional Hour Rates on an As Required and As Approved by the Township’s Accountable Executive for items not covered within the scope of work in the original RFP.

Rates increase by CPI of 2% per annum.

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>President &amp; CEO</td>
<td>Hourly</td>
</tr>
<tr>
<td>Director of Airports</td>
<td>Hourly</td>
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<tr>
<td>Occupational Health &amp; Safety Coordinator</td>
<td>Hourly</td>
</tr>
<tr>
<td>Director of Communications and Training</td>
<td>Hourly</td>
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<tr>
<td>Electrician</td>
<td>Hourly</td>
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<td>Maintenance Staff</td>
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<tr>
<td>Custodial Staff</td>
<td>Hourly</td>
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<tr>
<td>Operations and Security Coordinator</td>
<td>Hourly</td>
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Materials Purchased by The Loomex Group  
per item  
10% Profit/5% Overhead = 15% mark up

Not Included:
- All numbers listed above are exclusive of all taxes.
- Human Resource Management provided by the Township.
- The Agreement is for airport management only and does not account for any costs or fees associated with operational or capital fees.
Pricing Schedule

First of the month billing occurs for the airport management. Terms are net 30.

Notices and Requests:

Any notices or requests within this Agreement, shall be provided as follows:

To the Contractor:
Trent Gervais, President & CEO of The Loomex Group
925-550 Airport Rd. Peterborough, ON K9J 0E7
Office: 705-775-5070
Cell: 705-927-8631
Email: tgervais@loomex.ca

Alternate Contact: Lisa Davidson Director Airports
Office: 705-743-6708
Cell: 705-760-6320
Email: ldavidson@loomex.ca

To the Township:
Interim Chief Administrative Officer, Anne Marie Shaw
Township of Georgian Bluffs - Corporate Services
177964 Grey Road 18
Owen Sound, ON
N4K 5N5
Phone: 519-376-2729
Email: amshaw@georgianbluffs.ca
Signing of this document by both parties, confirms agreement to the term, and activates this Agreement.

The Loomex Group

Trent Gervais, President and CEO

Date: __________________________

Township of Georgian Bluffs

Wendi Hunter, Clerk

Dwight Burley, Mayor

Date: February 26, 2020