

City of Toronto

EXECUTIVE COMMITTEE

REPORT No. 32

FOR CONSIDERATION BY THE COUNCIL OF THE
CORPORATION OF THE CITY OF TORONTO
ON JUNE 4, 1981.

1
S.T.O.L. - MEMORANDUM OF UNDERSTANDING

The Executive Committee resubmits Clause 23 of its Report No. 28:

The Executive Committee submits, for Council's consideration, the report (May 12, 1981) from the Commissioner of Planning and Development:

Origin: Commissioner of Planning and Development, May 12, 1981
(c71exec81091:109)

Background: At its meeting of February 12 and 13, 1981, City Council adopted the following recommendations, as set out in Clause 1 of Report No. 5 of the Land Use Committee, as amended:

1. That City Council advise the Federal Government that it is not unalterably opposed to a limited S.T.O.L. operation on Toronto Island Airport subject to the Federal Government, the Toronto Harbour Commission, and the City of Toronto entering into legally binding agreements; such agreements to cover the use of City lands, the operation and the infrastructure for airport purposes; such agreements to include the provisions that:
 - (1) the construction of additional runways or the extension of any runway will not be permitted;
 - (2) jet-powered aircraft will not be permitted;
 - (3) aircraft generating excessive noise levels will not be permitted;
 - (4) the overall frequency of aircraft movements will be regulated such that the area within the 28 N.E.F. contour does not extend beyond designated limits;

- (5) there will be no bridge access and no vehicular tunnel access between the mainland and the Airport;
 - (6) the land area occupied by Airport-related parking and other facilities on Bathurst Quay will be limited, and the height and bulk of all structures will be limited in accordance with the new Official Plan and Zoning By-law provisions;
 - (7) issuance, by the Minister, of a new License for the Toronto Island Airport, incorporating the above conditions;
 - (8) and that the Lease could be terminated and the City lands returned to the City for its purposes, and the Airport closed, in the event that any of these conditions are not met; and
2. That the Commissioner of Planning and Development report on exact parameters for conditions noted in 1 (3, 4, and 6), above; and
 3. That the City Solicitor, in consultation with the Commissioner of Planning and Development, report on draft agreements on the basis of the above recommendations for Council approval.
 4. That the Commissioner of Planning and Development, in consultation with the City Solicitor, be requested to report on the inclusion of such agreements in the City's Official Plan.
 5. Whereas Harbourfront has indicated its concern as well as its interest in planning input, especially insofar as it relates to the integration of parking and access within Harbourfront's objectives (in the event that S.T.O.L. is introduced), the Commissioner of Planning and Development, in conjunction with the appropriate officials, report on infrastructure solutions relating to the above.
 6. Whereas the City of Toronto is the owner of approximately 70 acres of land required for Toronto Island Airport, and such lands have heretofore been leased at a sum of \$1.00 annually since 1962, and whereas the upgrading of such revenues on a market value basis may substantially contribute toward waterfront improvement purposes relating to parks, recreation, and housing programs, the Commissioner of City Property report on an updated evaluation of such lands, and a fair market rental of same for continued airport purposes.
 7. Whereas it is important that the lands pertaining to Toronto Island Airport be contained and restricted from further expansion for additional Airport facilities beyond its present boundaries, the City Solicitor, in conjunction with the appropriate officials, report on a draft agreement with the Federal Government, the Province, and the Toronto Harbour Commission not to expand such lands beyond its present shoreline.

Comments: Members of the Planning and Development staff and the City Solicitors' staff have worked at length with Federal Ministry of Transport and Ministry of Justice staff, and with Harbour Commission officials, to

draft a Memorandum of Understanding (MOU) which addresses many of the above recommendations. The MOU itself forms Appendix I to this report. The purpose of this report is to clarify certain matters covered in the Memorandum and to address those points in Council's recommendations which it does not cover.

(a) Parameters for Controlling Noise and Jets

(i) Jet powered aircraft:

Through the MOU, the Harbour Commissioners agree that a new lease of the City lands to them shall contain a condition that jet-powered aircraft shall not be permitted to operate to and from the Airport with the exception of medical evacuations and other emergency use required (clause 14(d)(iv)). The Minister agrees to ensure that this condition is publicized to pilots through "all relevant aeronautical information publications" (clause 23) and the Commissioners will formally request him to do so (clause 14(e)). The Minister also agrees to issue a new or revised licence for the Airport "taking into consideration" the 'no jets' clause in the lease (22).

On the last point, the MOU does not specifically fulfil the letter of Council's recommendation 1(7), because the Minister is apparently unable to bind himself specifically in the exercise of his licencing powers under the *Aeronautics Act*. Through his other undertakings, however, the Minister is clearly meeting the spirit of Council's intention to the extent that he legally can. Moreover, as federal officials stressed, the City's real control will lie in its lease.

The onus for enforcing the 'no jets' provision in the lease will rest with the Harbour Commissioners. It will probably be achieved through their by-laws, which could apparently be amended to provide for very large fines or the right to impound aircraft which land illegally. The City might wish, through the specific terms of the lease, to require that City Council be the judge of whether an 'emergency landing' by a jet aircraft has been a *bona fide* emergency, and to require a report from the Commissioners to Council each time any jet landing takes place. Council might also wish to require through the lease that 'NO JETS' be painted on the runway, as has been done in at least one case in the United States (as long as this would not interfere with the safe and efficient operation of the Airport);

(ii) Aircraft Generating Excessive Noise:

This condition is covered in essentially the same way as the 'no jets' condition, with a lease condition, publication, and consideration in the issuance of a licence by the Minister.

In deciding how to implement the prohibition of aircraft generating excessive noise, City and Federal officials considered two alternative courses of action. One was to establish noise moni-

toring stations in the vicinity of the Airport. The second was to use an American FAA list ranking aircraft by noise levels, and to permit only those aircraft which fell below a specified level. The first approach has the advantage of being specific to individual aircraft, rather than dealing with classes of aircraft, and also allows for the fact that the pilot's handling of an aircraft and choice of approach and departure paths can significantly affect noise levels. After consultation with City Public Works officials, however, this approach was rejected because it would be difficult and costly to implement and, more seriously, because the noise monitoring equipment does not function reliably when wind speeds exceed 35 km per hour - a condition which frequently occurs on the Island. The second approach is far easier to implement and enables the aviation community to know exactly which aircraft are allowed or prohibited at any time. This approach was chosen and is set out in clause 14(d)(v) of the MOU.

The FAA updates its circular annually. The current edition of this circular, with the relevant cut-off points marked on the two tables (one for take-off, the other for landing), is attached for the information of Council (Appendix II). The take-off readings are taken at a point 3.5 nautical miles from the start of take-off roll, while the landing readings are at a point 1.0 nautical mile from the runway threshold. These points are shown on the map (Appendix III) as they apply to runways 08 and 26.

The noise criteria were chosen so as not to exclude any of the larger turbo-prop type aircraft which now use the Airport. A few of the quieter modern business jets also fall within these noise criteria, but would nevertheless be prohibited through the no jets condition. As suggested in previous reports, this is desirable if aircraft/bird-life conflicts are to be minimized.

(iii) NEF Contours:

Council's concern to contain the total noise level of the Airport through restrictions covering the expansion of NEF contours is also incorporated in the MOU. In clause 14(d)(vi) the Harbour Commissioners agree to "regulate the overall frequency of aircraft movements such that the area within the 28 NEF contour does not extend beyond the area within the present official 25 NEF contour for 1990". In clause 24 the Minister agrees to provide NEF contour maps and supporting documentation following the first year of STOL operations, and in any subsequent year when the City or the Commissioners request him to do so (unless both GA and STOL aircraft movements declined during that year).

Taken together, these clauses appear to give the City control over aggregate noise levels at the Airport. The present 1990 official contours, which are mapped in Appendix III, are based on an expansion of the present GA activities to a level which is close to the Airport's maximum potential (an expansion already condoned by the City through its erstwhile official plan amendment 115).

The MOU simply provides that this contour cannot expand by more than about 600 feet in any direction; specifically, it provides that no point which could expect to receive a noise impact of 25 NEF under general aviation can receive a noise impact of more than 28 NEF under general aviation plus limited STOL.

- (b) Parameters for the integration of parking and access within Harbourfront's objectives, and for limiting their impact on the Bathurst Quay area.

The introduction of a limited commercial S.T.O.L. operation at the Toronto Island Airport may have significant impact in terms of the future planning of Harbourfront and specifically the Bathurst Quay area.

In the MOU the City agrees "to permit the construction and maintenance of parking and other airport-related facilities in accordance with the Official Plan Part II for Harbourfront as it will be amended". Further to this, such facilities must be provided at a location acceptable to the City, the Harbour Commissioners, the Minister of Transport and Harbourfront Corporation, and designed to their satisfaction, subject to the approval of the appropriate bodies where such approval is required. (clause 7).

At present, the Official Plan Part II for Harbourfront does not make specific reference to parking facilities related to a limited commercial S.T.O.L. operation, since Council's position with respect to such a S.T.O.L. operation, at the time of approval of the Harbourfront Part II Plan, was different from the position adopted on February 12 and 13, 1981.

With respect to the question of access, Planning and Development staff have been in contact with the Province regarding the ferry service presently serving the Island Airport as well as future access. The Province is apparently willing to upgrade the ferry service in the short term and continue to meet its deficits, as well as address the question of future access. The Planning and Development Department will presently be initiating discussions regarding the question of access with all affected agencies and will report further on this matter.

In terms of parking facilities, the present 120 car parking lot located at the foot of Bathurst Street is currently under lease from Harbourfront Corporation to the Toronto Harbour Commissioners. In the very short term, it would appear that such a facility may provide sufficient parking for both general aviation and a limited commercial S.T.O.L. operation. However, it is the opinion of Planning and Development staff that the location of future parking facilities for a limited S.T.O.L. facility must be integrated with the planning objectives for Harbourfront and necessary amendments to the Part II Plan be put into effect that consider the impact of future parking in relation to the already stated objectives for the Bathurst Quay area, in particular. In considering the amount of future parking, studies undertaken would indicate the need for an approximate range of parking spaces ranging from 300 to 800 cars in

total. In addition, the introduction of improved transit to the Airport site has not as yet been adequately addressed.

In all, it appears that the provision of a parking structure may be required within easy access to the Island Airport. Should this structure be located within Harbourfront, it is necessary to consider the impact of any structure as it relates to the built form of the Harbourfront development. It is also necessary to address the impact of this facility in terms of compatibility with adjacent uses and any modifications to the Part II Plan undertaken that are considered desirable to ensure that:

- (i) the height and bulk of any future parking facility does not compromise the proper planning of Harbourfront;
- (ii) the location of any future parking structure does not interfere with City objectives as they may relate to views, the environment, incompatibility with adjacent uses and future transportation and transit requirements; and
- (iii) the introduction of future parking facilities does not detract from City objectives regarding open space and public accessibility to the water's edge.

Planning and Development staff will be proceeding with necessary amendments to the Official Plan Part II for Harbourfront in light of the above and in discussions with the affected agencies. A report will be submitted in the near future outlining such necessary amendments for the consideration of Council.

(c) Other Provisions requested by City Council

- (i) No new runways or runway extensions

This condition is unambiguously incorporated in the MOU through a lease provision required under clause 14(d)(i).

- (ii) No bridge or vehicular tunnel access

This condition is also incorporated specifically in the MOU through clause 14(d)(ii). At the request of federal officials, there is a corresponding clause stating that the City will permit the construction of a pedestrian tunnel beneath the Western Gap (8).

- (iii) No expansion of the site

This condition is incorporated in the MOU through clause 14(d)(iii). A caveat "excepting such expansion as may occur from natural causes" has been included to allow for the continuing growth by accretion of the beach along the Airport's western shore.

(d) Inclusion of Conditions in the Official Plan

Certain key provisions from the proposed lease which concern the use of the Airport lands could be incorporated in the City's Official Plan. This would have the effect of preventing any future Council from amending those aspects of the lease (with the consent of the other parties) without first going through the process of an official plan amendment, with attendant public notification and debate. The added measure of accountability imposed on future Councils is desirable given the level of public concern aroused by the STOL issue. However, it would be appropriate to defer specific recommendations on this matter for several weeks and to bring them forward in the context of the Official Plan Part I recommendations for the Waterfront. By that time also a new lease will likely have been drafted, and pertinent sections can be specifically referred to in the amendment.

(e) Fair market value

In the resolution of Council adopted on February 12 and 13, 1981, the Commissioner of City Property was requested to report on an updated evaluation of the City-owned lands comprising part of the Island Airport as well as a fair market rental of the City lands for continued airport purposes.

To date, several evaluations of the market value of the Airport site in total have been conducted based on its "highest and best" use for an intensive housing development and not on the basis of continued airport purposes.

In considering an evaluation of the City lands and a fair market rental for the same, it would appear that past agreements established the value consistent with their public use at the rather nominal sum of \$1.00. In addition, the Airport at present has been operating at a loss for a considerable period, further adding to the premise that the fair market value and/or rental of such lands would appear to be nominal at best.

In discussion with City Property officials, it has been established that should the Airport continue to operate as a public use for the 50 year term as implied in the MOU, the fair market value and/or rental of City-owned lands for such a use should be consistent with its public use and as such be for a nominal sum.

(f) Park lands forming part of the Airport site

Certain City-owned lands which legally form part of the Airport site lie south of the boundary fence and have been, in effect, operated by Metropolitan Toronto as part of the Islands Park for many years. The adjacent beach is also accessible to park users, since the perimeter fence ends some distance from the water's edge, and is informally used for recreational purposes. Part of the land involved here is owned by the Commissioners. The area involved is shown on the map which forms Schedule "A" to the MOU.

In order to formalize and legally 'tidy up' this situation, the MOU provides that the City lands shall be sub-leased to Metro, and the

Commission lands leased to Metro, both for a nominal sum, with Metro assuming liability (clauses 9, 16 and 17). Transport Canada officials have verified that a new 10 foot high perimeter fence could safely be located along the boundaries shown on Schedule "A" to the MOU (that is, approximately 220 feet west of the centreline of runway 33-15 and 220 south of the centreline of runway 06-24) and that they would be planning to construct such a fence to improve airport security under clause 28 of the MOU.

Appendix IV is a letter from Metro's Deputy Commissioner of Parks indicating a willingness to take part in such an arrangement. His letter also requests that provision be made for easements over the airport lands, and this has been taken care of in Clause 15 of the MOU.

Other Matters covered under the MOU

In addition to the above, the MOU covers a number of other matters which deserve brief explanation:

(i) Past Agreements

Six past legal agreements exist dealing with the Airport site. They are briefly described in the preamble to the MOU. Through the first two or three clauses of each sub-section (i.e. clauses 1, 2, 3, 10, 11, 19, 20 and 21), all parties agree to waive any outstanding obligations under these agreements.

This is a matter which was included at the insistence of City officials, and the City benefits in two respects. First, the 1937 agreement contains a clause which requires that the City not sell or convert its lands for any purpose other than a permanent public airport without the consent of the Minister. Had this clause remained in effect it would have tied the City's hands, since if the lease conditions were violated, and the City regained control of its own lands, the Minister could still have obliged the City to use them for airport purposes only. The City also benefits because the 1957 agreement contains a clause obliging the Minister to construct an additional runway at the Island Airport when, in his opinion, the traffic is sufficient to require it. This would clearly be contrary to City Council's recommendations.

With all obligations under the agreements waived, both of these clauses are null and void.

(ii) Term of the leases

The new lease of City lands to the Harbour Commissions and the new lease of Federal lands to the Harbour Commissioners are both for a term of 50 years (clauses 4(ii), 14(b) and 18(f)). This lease term, rather than a shorter one, was recommended by City officials in order to provide the certainty of a long term commitment for a commercial STOL operation as well as binding the parties involved to exclude jet aircraft (except in emergencies), as well as controls over excessive noise for a long period of time.

(iii) Right to acquire lands if the Airport ceases to operate

The 1962 lease gave the City the right to acquire the Commission-owned lands at the Airport, should it cease to operate, for a sum of \$1.00 for parks and aquatic purposes only. It is possible that the Minister may legally have been able to prevent the City from realizing this condition, but City officials had nevertheless hoped to incorporate a clear similar condition in the MOU. At the instance of Harbour Commission representatives, however, the MOU as put forward provides only for the right of the City to acquire the Commission lands at fair market value. The condition that the Minister first determine whether they are required for public airport or public harbour purposes is a reasonable safeguard included at the request of federal officials.

(iv) Curing of a breach

Council's recommendation was that "the lease could be terminated...and the Airport closed, in the event that any of (its) conditions are not met". It was recognized, however, that in practice the lessee (i.e. the Commissioners) might need a reasonable period of time to correct any breach of the lease conditions. The MOU provides a period of 90 days for such 'curing of a breach' and gives the Minister the chance to step in and cure the breach himself during that period if the Commissioners fail to do so (clause 4(iv)). A 'grace period' up to January 1, 1982 is provided to give the Commissioners time to enact any by-laws they may need to empower themselves to prevent or cure any breaches.

(v) Need to amend The THC Act

There has been some question raised as to the power of the THC to operate the Airport as contemplated by the MOU. A formal opinion on this matter is being sought from the Federal Department of Justice, prior to a lease being executed. The MOU stipulates that if an amendment to the THC Act is required then the Harbour Commissioners will operate the Airport on behalf of and at the expense of the City until such amendment is in force, (clauses 6, 13).

Clause 30 of the MOU provides that the Minister will seek funding to offset any deficit that may be incurred by the airport operator in the future operation of the Airport.

Other matters covered in the MOU are either self evident or of no direct concern to the City.

Conclusion: There have been extensive negotiations between officials of the City, the Federal Government and the Toronto Harbour Commissioners that have culminated in a Memorandum of Understanding (Appendix I) which forms the basis upon which the City Solicitor may draft the necessary legally binding agreements to give further effect to Council's intent. The recommendations forming part of this report are drafted to give effect to Council's intent as presented in its resolution adopted on February 12 and 13, 1981.

Recommendations:

1. That the form of the Memorandum of Understanding (Appendix I) be approved and that the City Solicitor prepare the agreements requested by Council on the basis of such Memorandum of Understanding;
2. That authority be granted for the execution of the Memorandum of Understanding (Appendix I) by the appropriate City Officials;
3. That the Commissioner of Planning and Development be requested to report on the form and content of an Official Plan statement to form a part of the Part I Official Plan for the Waterfront and covering the land use provisions outlined in the lease of the City lands contained in the Memorandum of Understanding.

Memorandum of Understanding

Between:

The Corporation of the City of Toronto ("City");

Her Majesty The Queen in Right of Canada

Represented herein by The Minister of Transport ("Minister"); and

The Toronto Harbour Commissioners ("Commissioners");

Preamble:

Whereas:

- (a) the City owns certain lands shown in the attached Schedule "A" ("City Lands") situated at the Toronto Island Airport ("Airport"); and
- (b) by virtue of an agreement for financial assistance dated the 10th of November 1937 between the Minister and the City, the Minister undertook to provide funds for the construction, etc... of the Airport and also an airport at Malton, subject to certain terms and conditions including, *inter alia*, the City setting aside of sites described in clause 14 thereof, to be maintained by the City for the purpose of establishing permanent public airports; and
- (c) the City undertook to set aside such sites and to maintain them for the purpose of permanent public airports; and
- (d) the City also undertook not to sell or convert the said sites for any other purpose without the consent in writing of the Minister, first had and obtained; and
- (e) the financial assistance set out in the aforementioned agreement of 10 November 1937 was increased by virtue of agreements dated the 18

September 1939 and 12 April 1940 subject to the same terms, covenants, provisos and conditions as in the 10 November 1937 agreement; and

- (f) the financial assistance required to be given by the Minister under the aforementioned agreements was given in full to the City; and
- (g) by an agreement dated 22 February 1957 between the City, the Minister and the Commissioners, the City agreed to grant and convey unto the Minister for the sum of \$1.00 with good and valid title free from all encumbrances the lands comprised in the Toronto International Airport ("Malton"), so called, together with all improvements thereon and therein; and
- (h) by virtue of the same agreement of 22 February 1957 the Minister undertook the construction of certain works and installations including a hangar at the Island Airport, so called, as set out in clause 2 of the said agreement; and
- (i) by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964 between the same parties, the Commissioners agreed to lease to the Minister for a term of 25 years, renewable at option of Minister for a further term of 25 years or for such lesser term as Minister may determine, such area of land owned by the Commissioners and comprised in the Island Airport as the Minister required for the erection and maintenance of the hangar provided for in paragraph (e) of clause 2 of the 22 February 1957 agreement, and
- (j) by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964, the Minister undertook to lease to the Commissioners the right and privilege to use and occupy the aforementioned hangar for a term of 25 years at an annual rent computed at 4% of cost of the hangar and that upon expiration of such term or renewal thereof title to the hangar will be transferred to the Commissioners for the sum of \$1.00; and
- (k) by virtue of a lease agreement dated 30 June 1962 between the City and the Commissioners, the City leased to the Commissioners certain City lands therein described and situated at the Island Airport site for a term of 21 years from the 1st day of July 1962 subject to certain terms and conditions therein contained; *inter alia*, that the leased premises be used for the purpose of a permanent public airport only; and
- (l) by virtue of the same lease agreement of 30 June 1962 the Commissioners agreed, *inter alia*, to convey for the sum of \$1.00, for parks and aquatic purposes only, the lands owned by the Commissioners and situated at the Island Airport site and shown in Schedule "A" ("Commission Lands"), to the City if requested in writing by the City, if at any time the Commissioners cease to operate a permanent public airport on any part of the Island Airport or if the Commissioners declined to renew the said lease agreement or any renewal thereof; and
- (m) the Minister owns certain lands situated on the Toronto Island adjacent to the Airport, shown in Schedule A ("Federal Lands"); and

Whereas:

- (n) the City, the Commissioners and the Minister agree that it is desirable that a permanent public airport shall continue to be operated at the Island Airport site for general aviation and limited commercial S.T.O.L. operations; and
- (o) the City has expressed concern that unless the Island Airport operations are made subject to certain conditions, its use as a permanent public airport for general aviation and limited commercial S.T.O.L. operations may not be compatible with the City's stated environmental requirements; and
- (p) the City, the Minister and the Commissioners agree that the Island Airport operations should to the greatest extent possible not be incompatible with the City's stated environmental requirements;

Now Therefore The Parties Agree as Follows:

The City,

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- 1. to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;
- 2. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;
- 3. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;
- 4. to terminate the 30 June 1962 lease between the City and the Commissioners which termination shall have effect upon the entering into of a new lease of the City lands at the Airport, to the Commissioners, such new lease:
 - (i) to be for a nominal rent;
 - (ii) to be for a term of 50 years;
 - (iii) to impose on the Commissioners the obligation to operate the Airport in compliance with certain conditions set out in section 14(d) of this Memorandum;
 - (iv) to include an appropriate mechanism for the curing of any breach before any right to terminate will accrue to the City. This would

include the City's consent to the taking over of the airport operations by the Minister in the event that the Commissioners fail to cure the breach within a delay of 90 days from the date of reception of a written notice of breach from the City. A copy of such notice shall be forwarded at the same time to the Minister by the City;

- (v) to include a provision whereby the City agrees that notwithstanding section 4(iv) of this Memorandum any breach of the conditions set out in section 14(d) of this Memorandum which occurs prior to January 1, 1982 shall *not* give the City any right of termination;
 - (vi) to give the right to the Commissioners to assign the said lease to the Minister, without the necessity of obtaining consent by the City;
 - (vii) to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;
- 5. to permit the necessary navigational and landing aids and equipment or structures required for air traffic services to be constructed, installed and maintained in and around the City lands;
 - 6. that in the event that an amendment to The *Toronto Harbour Commissioners Act* is necessary, to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, from the effective date of the new lease and until such time as such amendment is in force, the Commissioners shall operate the Airport for and at the expense of the City;
 - 7. to permit the construction and maintenance of parking and other airport-related facilities in accordance with the Official Plan Part II for Harbourfront, as it will be amended to provide for such facilities, at a location acceptable to the City, the Commissioners, the Minister and Harbourfront Corporation and designed to their satisfaction;
 - 8. to permit the construction and maintenance of a pedestrian tunnel under the Western Gap linking the mainland and the airport site;
 - 9. to consent to the Commissioners sub-letting to Metropolitan Toronto for parks and recreation purposes that portion of the City lands included within the lands shown on Schedule "A" as "Park Lands";

The Commissioners,

hereby agree and undertake, subject to the approval of the appropriate bodies where such approval is required:

- 10. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;

11. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;
 12. that in the event that an amendment to The *Toronto Harbour Commissioners Act* is necessary to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, the Commissioners agree to support a recommendation by the Minister to Parliament for such amendment;
 13. that from the effective date of the new lease, and until such time as the amendment of The *Toronto Harbour Commissioners Act*, if required, is in force, to operate the Airport for and at the expense of the City;
 14. to agree to the termination of the 30 June 1962 lease between the City and the Commissioners, which termination shall have effect upon the entering into of a new lease of the City lands at the Airport, with the City, such new lease:
 - (a) to be for a nominal rent;
 - (b) to be for a term of 50 years;
 - (c) to provide that in the event that the Minister indicates in writing to the Commissioners that the Commission lands are no longer required for public airport or harbour purposes, the City shall have the option of purchasing the Commission lands for fair market value;
 - (d) to contain provisions whereby the Commissioners will:
 - (i) not construct or permit to be constructed additional runways or extensions to existing runways;
 - (ii) not construct or permit to be constructed a bridge or vehicular tunnel providing access between the mainland and the airport site;
 - (iii) agree that the lands comprising the airport site will be contained and restricted from expansion beyond the boundaries of the lands now owned by the Minister, the Commissioners and City, excepting such expansion as may occur from natural causes;
 - (iv) not permit jet-powered aircraft to operate to and from the airport with the exception of medical evacuations and other emergency use required;
 - (v) not permit aircraft generating excessive noise levels with the exception of medical evacuations and other emergency use;
- for the purposes of this clause, aircraft generating excessive noise levels shall be determined by reference to the most

current issue of the United States Federal Aviation Authority advisory circular listing of estimated maximum 'A' - weighted sound levels for airplanes at part 36 appendix 'C' locations, and shall include all aircraft types listed as having either an estimated dBA on approach of greater than 84 or an estimated dBA on takeoff greater than 74. In the event that an aircraft type is not listed, then its noise level shall be determined by reference to data on aircraft of equivalent type and performance level, or information equivalent to that provided in the above circular which is deemed to be satisfactory by the City;

- (vi) regulate the overall frequency of aircraft movements such that the area within the 28 N.E.F. contour does not extend beyond the area within the present official 25 NEF contour for 1990.
 - (e) to contain a provision whereby the Commissioners will request the Minister to ensure publication of the conditions specified in d(iv) and d(v) above in the relevant aeronautical information publications.
 - (f) to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;
15. agree that insofar as any person may request them to consent to sub surface easements over their lands forming part of the Airport such consent shall not be unreasonably withheld, subject to the Commissioners' right to determine the most appropriate location of such easements;
 16. to sublet to Metropolitan Toronto for a sum of \$1.00 for parks and recreation purposes that portion of the City lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;
 17. to lease to Metropolitan Toronto for the sum of \$1.00, for parks and recreation purposes, that portion of the Commission lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;
 18. to enter into a lease with the Minister for those parcels of land owned by the Federal Government adjacent to the Airport as shown on the attached Schedule "A" ("Federal Lands") under such terms and conditions as may be agreed upon subject to the inclusion in such lease of the following:
 - (a) a provision whereby the Commissioners agree not to amend the lease that it will execute with the City for the City lands without first obtaining the written consent of the Minister;

- (b) a provision whereby the Commissioners agree to assign their lease for the City lands to the Minister upon request in writing from the Minister;
- (c) a provision whereby the Commissioners agree that in the event they cease to operate the Commission lands for permanent public airport purposes, the Minister shall have the right to acquire the Commission lands for fair market value;
- (d) a provision whereby the Commissioners agree not to use the Federal lands for any purpose which would be inconsistent with the operation of the Airport or which would in any way interfere with the safe or efficient operation of the Airport;
- (e) a provision for the payment of rental of \$1.00 (per annum);
- (f) a provision whereby the term of the lease shall be for 50 years or until such time as the Airport lands are no longer required for public airport or harbour purposes whichever occurs first.

The Minister,

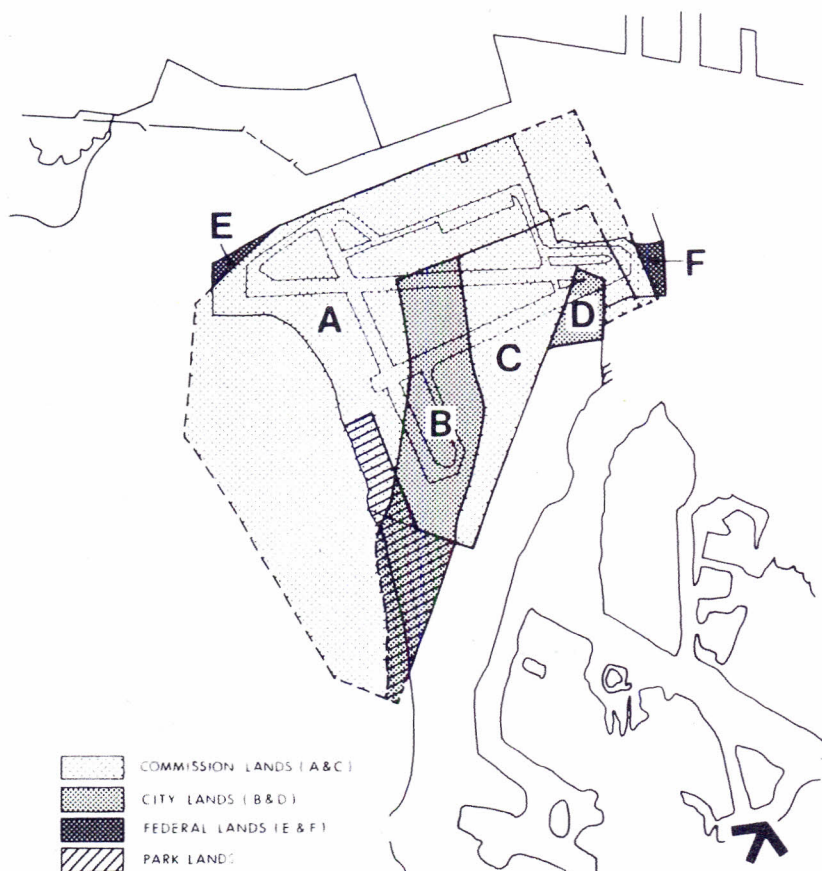
hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- 19. to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the City to the extent that such obligations are yet to be fulfilled by the City;
- 20. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;
- 21. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;
- 22. to amend the existing licence or to issue a new licence for Airport, taking into consideration the environmental concerns of the City, and addressing the concerns expressed in clause 14 (d) (iv), (v) and (vi) of this Memorandum to the extent possible in the exercise of his power over aeronautics;
- 23. upon request of the Airport operator, to ensure that the conditions in clauses 14 (d) (iv) and 14 (d) (v) of this Memorandum will be published in all relevant aeronautical information publications;
- 24. to provide the City and the Commissioners, at their request, with noise exposure contours based on the 95 percentile level of actual peak movements, and supporting documentation:

- (i) as soon as data is available following the end of the first calendar year during which limited commercial STOL operations are taking place;
 - (ii) as soon as data is available following the end of any subsequent calendar year during which the number of general aviation aircraft movements or the number of STOL aircraft movements has increased;
- 25. to recommend to Parliament for appropriation of a sum of monies, payable to the Commissioners, equal to the amount of the outstanding losses of the Commissioners, in current value dollars, which were incurred during the period 1962-1981 in the operation of the Airport;
 - 26. in the event that an amendment is required to The *Toronto Harbour Commissioners Act* to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, to recommend to Parliament that The *Toronto Harbour Commissioners Act* be amended accordingly;
 - 27. to lease to the Commissioners the Federal Lands, as shown on Schedule "A", for the sum of \$1.00 for as long as the Airport site is required for public airport purposes; and in the event that the Airport site is no longer required for public airport or public harbour purposes, to convey the Federal Lands to the City for a nominal sum;
 - 28. to seek appropriate funding for the capital costs associated with continued use of the Airport for general aviation purposes such as:
 - site improvements and security,
 - runways and associated taxiways,
 - utilities and drainage,
 - field lighting, and
 - terminal building;
 - 29. to seek appropriate funding for the costs associated with provision of the air navigation system and air traffic services; and
 - 30. to seek funding to offset any deficit that may be incurred by the airport operator in the future operation of the Airport.

SCHEDULE A

(FOR PURPOSES OF INFORMATION ONLY : FOR ACCURATE
DESCRIPTION OF THESE PROPERTIES, REFERENCE SHOULD
BE MADE TO APPROPRIATE REGISTERED PLANS.)



APPENDIX II

EXTRACT FROM F.A.A. ADVISORY CIRCULAR

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

DATA TAKEN OFF

MANUFACTURER	AIRPLANE	ENGINE	GR. WT.:	EST.	FLAPS	NOTES
			1000 LBS.			
CONCORDE	CONCORDE	O-562M-602	400.0	112.9		
GENERAL DYNAMICS	CV-880-22M	CA-805-3B	193.0	107.8		8
GENERAL DYNAMICS	CV-880-22	CA-805-3	184.0	105.8		8
BOEING	B-747-100	JT9C-3	710.0	105.7	10	
BOEING	DCB-55	JT3C-3B	328.0	105-2		8
MCDONNELL DOUGLAS	DCB-61	JT3C-3B	328.0	105-2		8
BOEING	B-747-120	JT5C-6	258.0	104-6		8
BOEING	B-747-200	JT5C-3A	767.0	104-2	10	7
MCDONNELL DOUGLAS	DCB-50	JT3D-1	300.0	104-2		8
MCDONNELL DOUGLAS	DCB-62	JT3C-3B	350.0	104-2		8
MCDONNELL DOUGLAS	DCB-62	KC0-MK500	350.0	104-2		8
BOEING	B-707-420	KC0-12	316.0	103-8		8
MCDONNELL DOUGLAS	DCB-10	JT3C-36	515.0	103-5		8
MCDONNELL DOUGLAS	DCB-50	JT3C-36	735.0	103-1		7
BOEING	B-747-100	JT9C-3AMET	773.0	102-8	10	7
BOEING	B-747-200	JT9C-3A	770.0	102-6	10	7
MCDONNELL DOUGLAS	DCB-30	JT4A-9	315.0	102-2		8
BOEING	B-747-100	JT9D-7	710.0	101-5	10	7
BOEING	B-747-200	JT9D-7MET	775.0	101-5	10	7
BOEING	5-747-100C	JT9D-7MET	735.0	101-4	10	7
BOEING	B-747-320C	JT50-3B	332.0	101-2		8
DCB-62	DCB-62	JT3C-3B	335.0	101-2		8
DCB-62	DCB-62	JT3C-37	350.0	101-2		8
DCB-62	DCB-62	JT3D-7	355.0	101-2		8
DCB-62	DCB-62	JT3D-3B	328.0	100-8		8
BOEING	B-747-100	JT9D-7MET	720.0	100-5	10	6
BOEING	B-747-100	JT9C-3A	767.0	100-5	10	6
BOEING	B-747-200	JT9C-3A	767.0	100-5	10	6
BOEING	B-747-100	JT5D-7MET	750.0	100-2	10	6
BOEING	B-747-200	JT5D-7MET	805.0	99-9	10	6
TRIDENT 1E	TRIDENT 1E	R6163 MK511-5	130.0	99-8		8
SHAWNEER	SHAWNEER	R6163 MK511-5	143.5	99-8		8
SIDDELEY	TRIDENT 2E	JT5C-7	230.0	99-6		8
BOEING	B-720	JT5C-7	230.0	99-6		8
BOEING	B-747-200	JT9D-3AMET	773.0	99-6	10	6
BOEING	B-747-200	JT5D-7	770.0	99-4		6
BOEING	B-747-200	JT9D-7MET	785.0	99-3	10	6
BOEING	B-747-100	JT5D-7	710.0	99-1	10	6
BOEING	B-747-200	JT9D-7F	775.0	99-1	10	6
BOEING	B-747-200	JT112A-9	42.0	99-1		8
BOEING	B-747-200	JT4A-11	316.0	98-6		8
BOEING	B-747-200	JT4A-11	350.0	97-3		8
BOEING	B-747-200	CA-105-23	248.0	96-6		8
GENERAL DYNAMICS	CV-990A	JT4A-11	600.0	96-2		8
BOEING	B-707-220	CFe-50E	695.0	96-2	10	6
BOEING	B-747-200	JT5D-7MET	775.0	96-2	10	6
BOEING	B-747-SP	JT9D-7A	690.0	96-1	10	6
BOEING	B-747-SP	JT9D-7A	690.0	96-1	10	6
BOEING	B-747-200	R8211-52A5	800.0	96-0	10	6

PROHIBITED

6-11-80

TAKEOFF

MANUFACTURER	AIRPLANE	ENGINE	GR. WGT. 1,000 LBS.	EST. DBA	FLAPS	NOTES
BOEING	B-707-120B	JT30-5	258.0	95.8	8	
BOEING	B-747-200	C66-50E	775.0	95.8	10	
HAWKER SIDDELEY	TRIDENT 3B	KSL63 MK512-5	150.0	95.8	8	
BOEING	D6B-20	JT4A-3	276.0	95.8	8	
MCDONNELL DOUGLAS	D6B-20	C66-50C1	590.0	95.4	06	
MCDONNELL DOUGLAS	D6B-20	JT8D-7A	660.0	94.9	10	
BOEING	B-747-30	JT8D-7A	660.0	94.9	6	
BOEING	D6B-20	C66-50C	590.0	94.5	10	
MCDONNELL DOUGLAS	D6B-20	C66-50C1	572.0	94.5	10	
MCDONNELL DOUGLAS	D6B-20	JT30-15	190.5	94.1	8	
BOEING	B-727-200	JT8D-7A	820.0	94.1	10	
BOEING	B-747-200	C66-50C1	562.0	94.1	10	
MCDONNELL DOUGLAS	DC-10-30	C66-50C	550.0	93.9	10	
MCDONNELL DOUGLAS	DC-10-30	C66-50A	580.0	93.8	08	
MCDONNELL DOUGLAS	DC-10-30	C66-50C	534.4	93.4	10	
MCDONNELL DOUGLAS	DC-10-30	C66-50C1	534.4	93.1	10	
BOEING	B-747-3R	JT8D-7A	610.0	92.9	10	
MCDONNELL DOUGLAS	B-727-200	JT8D-7A	590.0	92.7	10	
BOEING	B-727-200	JT8D-7A	590.0	92.6	15	
BOEING	DC-10-30	JT8D-5A	580.0	92.6	15	
BOEING	B-727-200	JT8D-170N	203.1	92.2	05	
BOEING	B-727-200	C66-50A	519.6	92.2	08	
MCDONNELL DOUGLAS	DC-10-30	JT8D-9	172.5	92.1	15	
BOEING	B-727-200	JT30-1	172.5	92.1	8	
HAWKER SIDDELEY	TRIDENT 1	RSL63 MK505-5	115.0	91.8	8	
MCDONNELL DOUGLAS	DC-10-40	JT8D-9B5	555.0	91.8	8	
BOEING	B-727-100	JT8D-1	161.0	91.2	10	
MCDONNELL DOUGLAS	DC-10-40	JT8D-1	161.0	90.8	05	
MCDONNELL DOUGLAS	DC-10-40	JT8D-59A	555.0	90.6	10	
BOEING	B-727-200	SPY MK512	104.5	90.5	10	
MCDONNELL DOUGLAS	B-727-200	JT8D-2	590.0	90.5	2	
BOEING	B-727-200	JT8D-7A	600.0	90.4	4	
BOEING	B-727-200	JT8D-7A	184.8	90.4	15	
BOEING	B-727-200	C66-50C	440.0	90.4	10	
MCDONNELL DOUGLAS	DC-10-30	C66-50C	440.0	90.3	10	
MCDONNELL DOUGLAS	B-727-200	JT8D-150N	190.5	90.2	05	
BOEING	B-747-3R	JT8D-7A	570.0	90.0	6	
BOEING	SABRE 40A	JT12A-8	19.6	90.0	9	
BOEING	B-727-200	SPY MK512	99.7	89.9	9	
BOEING	B-727-200	JT8D-170N	190.5	89.8	05	
BOEING	B-727-200	C66-50	18.5	89.7	15	
BOEING	B-727-200	C66-50	20.7	89.7	15	
MCDONNELL DOUGLAS	B-727-200	C66-50	20.2	89.7	05	
MCDONNELL DOUGLAS	B-727-200	JT8D-150N	184.8	89.5	05	
BOEING	B-727-200	JT8D-150N	172.5	88.9	15	
BOEING	B-727-200	C66-60	440.0	88.9	05	
MCDONNELL DOUGLAS	DC-10-10	C66-60	440.0	88.9	05	
BOEING	B-727-100	JT8D-7FCD	169.5	88.7	05	
BOEING	B-727-100	JT8D-9FCD	165.5	88.6	05	
BOEING	B-727-200	JT8D-7A	169.5	88.2	15	

6-11-80

AC 36-3A
Appendix 1

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

TAKEOFF

MANUFACTURER	AIRPLANE	ENGINE	GR WGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
MC DONNELL DOUGLAS	DC-10-40	JT8D-20	454.0	88.2	10	
MC DONNELL DOUGLAS	DC-10-10	CF6-60	430.0	88.1	08	
MC DONNELL DOUGLAS	DC-10-10	CF6-60	430.0	87.1	08	
BOEING	B-727-200	JT8D-9CN	175.5	87.4	18	2
BOEING	B-727-100	JT8D-9CN	166.5	87.4	05	2
BOEING	B-737-200	JT8D-9CN	117.0	87.3	01	2
BOEING	B-737-200	JT8D-7	160.5	87.3	05	8
MC DONNELL DOUGLAS	DC-10-10	CF6-60	430.0	87.3	11	
LOCKHEED	L-1011-1	R6211-22C	430.0	87.1	10	
BOEING	B-737-200	JT8D-9CN	115.5	86.9	01	2
BOEING	B-737-200	JT8D-17CN	122.5	86.9	01	2
LOCKHEED	L-1011-1	R6211-22C	422.0	86.9	10	
MC DONNELL DOUGLAS	DC-10-10	CF6-60	410.0	86.9	14	
BOEING	B-737-200	JT8D-9CN	114.5	86.8	01	2
BOEING	B-727-100	JT8D-7FCO	160.5	86.8	05	3
BOEING	B-737-200	JT8D-15CN	117.0	86.6	01	2
BOEING	B-737-200	JT8D-15	115.0	86.5	01	8
BOEING	B-737-200	JT8D-12CN	109.0	86.4	01	2
BOEING	B-737-100	JT8D-9FCO	160.5	86.4	05	3
BOEING	B-737-200	JT8D-15CN	115.0	86.1	01	2
BOEING	B-737-200	JT8D-9CN	115.0	86.1	01	2
MC DONNELL DOUGLAS	DC-10-40	JT8D-20	430.0	85.6	10	
BOEING	B-737-200	JT8D-9	110.7	85.5	01	8
MC DONNELL DOUGLAS	DC-9-50	JT8D-17	121.0	85.4	01	1
BOEING	B-737-200	JT8D-17CN	115.5	85.3	01	2
LOCKHEED	L-1011-1	R6211-22C	416.0	85.3	10	8
LOCKHEED	DC-9-30	JT8D-17	121.0	85.3	10	8
LOCKHEED	L-1011-1	R6211-22C	396.0	85.2	10	8
MC DONNELL DOUGLAS	DC-9-50	JT8D-15	121.0	85.1	10	8
BOEING	B-737-200	JT8D-9CN	109.0	84.9	01	1
LEARJET 23	LEARJET 23	CJ610-1	12.5	84.7	01	8
BOEING	SABRE 60	JT124-8	20.0	84.7	14	
MC DONNELL DOUGLAS	DC-10-10	CF6-60	367.2	84.5	15	
MC DONNELL DOUGLAS	DC-10-10	CF6-60	367.2	84.5	15	
MC DONNELL DOUGLAS	DC-9-30	JT8D-17	118.0	84.5	15	
GRUMMAN AMERICAN	DC-9-30	JT8D-9	114.0	84.3	20	
GULFSTREAM II	GULFSTREAM II	SPEY MK51-8	65.5	84.3	20	
MC DONNELL DOUGLAS	DC-9-40	JT8D-11	114.0	84.1	1	
BOEING	B-737-200	JT8D-7CN	100.5	83.9	01	2
MC DONNELL DOUGLAS	DC-9-50	JT8D-17	115.0	83.7	16	
MC DONNELL DOUGLAS	DC-9-30	JT8D-17	115.0	83.6	1	1
MC DONNELL DOUGLAS	DC-9-30	JT8D-9	110.0	83.4	1	1
MC DONNELL DOUGLAS	DC-9-50	JT8D-15	115.0	83.4	1	1
MC DONNELL DOUGLAS	DC-9-40	JT8D-15	114.0	83.1	1	1
MC DONNELL DOUGLAS	DC-9-30	JT8D-15	114.0	83.1	20	
GATES LEARJET	LEARJET 25C	CJ610-6	15.0	82.8	20	
GATES LEARJET	LEARJET 250	CJ610-6	15.0	82.8	20	

APPENDIX "A". City of Toronto Executive Committee Report No. 32

5513

AC 36-3A
Appendix 1

6-11-80

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 1C LOCATIONS

TAKEDOFF

MANUFACTURER	AIRPLANE	ENGINE	GR. WGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
MC DONNELL DOUGLAS	DC-9-30	JTB-9	108.0	82.8		1
MC DONNELL DOUGLAS	DC-9-40	JTB-11	109.0	82.8		1
MC DONNELL DOUGLAS	DC-9-30	JTB-9-7A	108.0	82.4		1
BAC	1-11-300/400	SPEY MK512	98.9	82.3		
LOCKHEED	1329-25 JETSTAR II	TFE731-3-1E	43.8	82.3	20	
MC DONNELL DOUGLAS	DC-9-50	JTB-17	110.0	82.3		1,8
MC DONNELL DOUGLAS	DC-9-30	JTB-11	114.0	82.3		8
MC DONNELL DOUGLAS	DC-9-30	JTB-11	110.0	82.2		1,8
MC DONNELL DOUGLAS	DC-9-30	JTB-11	110.0	82.0		1
MC DONNELL DOUGLAS	DC-9-50	JTB-15	110.0	82.0		1
MC DONNELL DOUGLAS	DC-9-30	JTB-9	103.0	81.6		1
MC DONNELL DOUGLAS	DC-9-30	JTB-15	108.0	81.5		1
LOCKHEED	L-188	501-013	116.0	81.3		8
GATES LEARJET	CJ610-6	CJ610-6	13.5	80.6	20	1
MC DONNELL DOUGLAS	DC-9-30	JTB-15	108.0	80.9		8
MC DONNELL DOUGLAS	DC-9-30	JTB-7	108.0	80.1		8
GRUMMAN AMERICAN	GULFSTREAM II	SPEY MK511-8	62.0	79.7	20	8
LEARJET 250	CJ610-6	CJ610-6	15.0	79.7	08	8
GATES LEARJET	HS-125-400	VIPER 522	23.3	79.7	08	8
A-30064-2C	CF6-50C	CF6-50C	346.5	79.4		8
HAUKER STODOLEY	A-30064-2C	SPEY MK555-15	65.0	79.2	06	8,9
AIRBUS	F-28 MK1000	SPEY MK555-15	65.0	79.2		
VFW FOKKER	F-28 MK2000	CF6-50A	302.0	79.1	06	
AIRBUS	A-300B	JTB-9-7A	94.0	78.0		8
MC DONNELL DOUGLAS	DC-9-30	VIPER 522	52.0	78.7		8
HAUKER STODOLEY	HS-125-3	VIPER 522	23.0	78.5		8
AIRBUS	A-30064-2C	CF6-50C	346.5	78.5		8,9
AIRBUS	DC-9-30	JTB-15	98.0	78.5		8
AEROSPATIALE	NORD-262C	BASTAN VIIA	22.9	78.3		8
AIRBUS	A-30062-1A	CF6-50A	312.4	78.3		8,9
MC DONNELL DOUGLAS	DC-9-30	JTB-11	98.0	78.3		8
MC DONNELL DOUGLAS	DC-9-80	JTB-11	140.0	78.1		8
ROCKWELL INTERNATIONAL	540E	GO-460-G1b6	6.5	78.0		
AIRBUS	A-30064-2C	CF6-50C	330.0	77.9		8,9
HAUKER STODOLEY	HS-125-1A	VIPER 521	19.6	77.7		8
SABRE 75A	CF700-20-2	CF700-20-2	23.0	77.7	15	
CVR-560	ALLISON 501-D130	ALLISON 501-D130	54.6	77.3		
DC-9-20	JTB-9	JTB-9	98.0	77.3		8
MC DONNELL DOUGLAS	DC-9-10	JTB-11	86.3	77.3		8
MC DONNELL DOUGLAS	DC-9-10	JTB-11	90.7	77.3		8
MC DONNELL DOUGLAS	DC-9-10	JTB-11	90.7	77.3		8
AIRBUS	A-30062-1C	CF6-50C	312.4	77.1		8,9
CASUALTY BREGUET	FALCON 20	CF700-20-2	28.6	77.0	10	8
AIRBUS	A-30062-1A	CF6-50A	361.4	76.8		8,9
AIRBUS	A-30061	CF6-50A	302.0	76.8		8,9
AIRBUS	A-30062-1A	CF6-50A	302.4	76.8		8,9
AIRBUS	A-30062-1C	CF6-50C	302.0	76.0		8,9
AIRBUS	A-30062-1C	CF6-50C	302.1	76.0		8,9

6-11-80

AC 36-3A
Appendix 1ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

TAKEOFF

MANUFACTURER	AIRPLANE	ENGINE	GR. MGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
MOHAWK	298	PT6A-45A	23.4	76.0		
SHORTS	300	PT6A-45A	22.4	76.0		
ALBION	A-300B2-K-3C	C-760C	312.4	75.9		8.9
WATTS LEARJET	LEARJET 24E	TS10-520-B	17.0	72.0	20	8
PIPER	PA-31-350	TS10-520-B	17.0	72.0	20	8
GATES LEARJET	LEARJET 24E	C4610-6	12.9	73.0		
BEECH	A36 (2 BL*)	10-520-B	3.6	73.0		
BEECH	35-833	10-470-K	3.0	73.0		
LESSNA	320C	TS10-470-D	5.2	73.0		
CESSNA	337H	10-360-G	4.6	73.0		
IAI	1124 WESTWIND	TFE731-3-16	22.9	72.2	12	8
BEECH	V35B	10-520-B	3.4	72.0		
BEECH	35-C33A	10-520-B	3.3	72.0		
BEECH	F32A	10-520-B	3.4	72.0		
GATES LEARJET	LEARJET 35	TFE731-2	17.0	72.0	20	
WATTS LEARJET	LEARJET 36	TFE731-2	17.0	72.0	20	
WATTS LEARJET	LEARJET 36A	TFE731-2	18.0	71.6	08	
WATTS LEARJET	LEARJET 36A	TFE731-2	18.0	71.6	08	
WATTS LEARJET	LEARJET 36	TFE731-2	17.0	71.4	08	
WATTS LEARJET	LEARJET 35	TFE731-2	17.0	71.4	08	
CESSNA	7210L	TS10-520-R	6.0	71.0	06	
CESSNA	340	TS10-520-K	6.0	71.0		
CESSNA	310Q	10-470-V0	5.2	71.0		
EMBRAER	EMB 110-P2	PT6A-34	12.5	71.0		
PIPER	PA-31-310	T10-540-A2C	6.5	71.0		
PIPER	PA32KT-300	10-540-K10-50	3.6	71.0		
SWARINGEN	SAZ26-T	TFE-331-3U-303G	12.5	71.0		
SWARINGEN	SAZ26-TC	TPL-331-3U-303G	12.5	71.0		
SWARINGEN	SAZ26-AT	TPL-331-3U-303G	12.5	71.0		
BEECH	880	1650-5-40-A10	8.8	70.0		
CESSNA	T310R	TS10-520-B	5.5	70.0		
PIPER	PA-32-300	10-540-K1A5	3.4	70.0		
PIPER	601	10-540-S1A5	6.0	70.0		
BEECH	600C	T10-541-ELC4	6.8	69.0		
CESSNA	T210RG	TS10-520-B	3.6	69.0		
CESSNA	T210R	T10-520-R	3.6	69.0		
CESSNA	185F	10-520-B	6.3	69.0		
CESSNA	401	TS10-520-E	6.3	69.0		
CESSNA	414	TS10-520-N	6.8	69.0		
DEHAVILLAND	DHC-7	PT6A-50	43.5	69.0		
PIPER	PA-23-250	10-540-C1A	5.2	69.0		
PIPER	PA-28B-235	0-540-B4B5	2.9	69.0		
CESSNA	184Q	0-470-U	3.0	68.0		
DASSAULT BREGUET	FALCON 10	TFE731-2	18.7	67.6	15	8
BEECH	E55	10-520-C	5.3	67.0		
BEECH	180	0-470-U	2.8	67.0		
CESSNA	DHC-6	PT6A-2T	12.5	67.0		
DEHAVILLAND	PA-34-200T	TS10-360-E	4.8	67.0		
PIPER	PA-34-200T	TS10-360-E	4.8	67.0		
ROCKWELL INTERNATIONAL	680FL	1650-540-B1A	8.5	67.0		

APPENDIX "A". City of Toronto Executive Committee Report No. 32

5515

AC 36-3A
Appendix 1

6-11-80

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

TAKEDOFF

MANUFACTURER	AIRPLANE	ENGINE	GR. WGT. 1000 LBS.	EST. DUA	FLAPS	NOTES
BEECH	99A	PT6A-27	10.4	66.0		
BEECH	58	10-320-C	5.4	66.0		
BEECH	177RG	10-360-A186	2.8	66.0		
DAVIDSON	MU-2B-30A	TP1-331-5-252M	11.0	66.0		
DAVIDSON	PA-42	PT6A-41	10.5	66.0		
BEECH	AZ4R	10-360-A186	2.8	65.0		
BELLANCA	17-30A	10-340-74B50	3.3	65.0		
BEECH	C90	PT6A-21	9.7	64.0		
DAVIDSON	MU-2B-26A	TP1-331-5-252M	10.0	64.0		
DAVIDSON	M20C	0-360-A1U	2.6	64.0		
DAVIDSON	112	10-360-C106	2.6	64.0		
DAVIDSON	404	JT150-4	13.9	63.0	15	
DAVIDSON	6A-7	GT310-320-M	8.4	63.0		
DAVIDSON	PA-24-260	0-320-U1U	3.6	63.0		
DAVIDSON	PA-28-200	10-340-A1A5	2.7	63.0		
DAVIDSON	A100	10-360-C1C	2.7	62.0		
DAVIDSON	PA-31T	PT6A-25	11.5	62.0		
DAVIDSON	500	GT310-320-L	7.5	62.0		
DAVIDSON	C23	PT6A-25	9.0	62.0		
DAVIDSON	170B	JT150-1	11.5	61.1	15	
DAVIDSON	AA-5	0-360-A4K	4.5	60.0		
DAVIDSON	PA-28-140	0-300-A	2.2	60.0		
DAVIDSON	8GC8C	0-320-E2G	2.2	60.0		
DAVIDSON	172	0-320-E2A	2.2	60.0		
DAVIDSON	M20J	0-360-C2E	2.2	59.0		
DAVIDSON	AA-1A	0-320-A	2.3	58.0		
DAVIDSON	152	10-360-A1860	2.7	58.0		
DAVIDSON	150	0-235-64C	1.6	57.0		
DAVIDSON	150	0-235-L2C	1.7	55.0		
DAVIDSON	PA-18-150	0-320-A	1.6	54.0		
DAVIDSON	550B	0-320-A2B	1.3	54.0		
DAVIDSON	70CAA	TP1-331-5-251K	10.3	54.0		
DAVIDSON		0-320-A2B	1.7	51.0		

6-11-80

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

APPROACH

MANUFACTURER	AIRPLANE	ENGINE	GR. WGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
CONCORDE	CONCORDE	0-593/M-602	400.0	109.5		
BOEING	B-707-320C	JT30-38	332.0	107.8		
BOEING	B-707-320B	JT30-38	328.0	106.8		
MC DONNELL DOUGLAS	DC8-50	JT30-38	315.0	106.8		
MC DONNELL DOUGLAS	DC8-62	JT30-38	328.0	106.8		
BOEING	B-707-120B	JT30-38	328.0	106.8		
BOEING	B-747-100	JT9D-3A	738.0	105.0	30	7
BOEING	B-747-100	JT9D-3A	732.0	105.0	30	7
BOEING	B-747-100	JT9D-7MET	710.0	105.0	30	7
BOEING	B-720B	JT30-1	235.0	104.0		
MC DONNELL DOUGLAS	DC8-50	JT30-1	300.0	104.0		
BOEING	B-747-100	JT9D-3	710.0	104.0	30	7
MC DONNELL DOUGLAS	DC8-62	JT30-7	350.0	103.8		
MC DONNELL DOUGLAS	DC8-63	JT30-7	355.0	103.8		
MC DONNELL DOUGLAS	DC8-40	RCO. 12	315.0	103.8		
BOEING	B-747-200	JT9D-3A	773.0	103.4	30	7
BOEING	B-747-200	JT9D-3A	767.0	103.1	30	7
BOEING	B-747-200	JT9D-7MET	775.0	103.0	30	7
BOEING	TRIDENT 3D	JT9D-7	150.0	102.9		
BOEING	DC9-30	RB163 MK512-5	108.0	102.9	50	
BOEING	DC9-30	JT8D-9	114.0	102.9	50	
BOEING	B-747-200	JT9D-7	770.0	102.5	30	7
BOEING	TRIDENT 1E	RB163 MK511-5	130.0	101.9		
BOEING	TRIDENT 2E	RB163 MK512-5	143.5	101.9		
BOEING	DC9-10	JT8D-5	86.3	101.9		
BOEING	DC9-10	JT8D-7	90.7	101.9		
BOEING	DC9-20	JT8D-9	98.0	101.9		
BOEING	DC9-30	JT8D-11	114.0	101.9	50	
BOEING	B-737-200	JT8D-11	118.7	101.9	50	
BOEING	B-737-200C	JT8D-15	115.5	101.6	40	
BOEING	B-707-120	JT3C-6	250.0	101.0	40	
LOCKHEED	1329 JETSTAR	JT12A-8	42.0	101.0		
LOCKHEED	TRIDENT 1	RB163 MK505-5	115.0	100.9	50	
MC DONNELL DOUGLAS	DC8-63	JT30-38	350.0	100.9		
MC DONNELL DOUGLAS	DC8-62	JT30-30	350.0	100.8		
MC DONNELL DOUGLAS	DC8-62	JT30-30	335.0	100.8		
BOEING	B-707-220	JT4A-3	248.0	100.6		
BOEING	B-727-100	JT8D-1	161.0	100.2	40	
BOEING	B-727-100C	JT8D-7	160.5	100.2	40	
BOEING	B-737-100	JT8D-9	111.0	100.0	40	
BOEING	1121 COMHOORE	JT8D-9	18.5	100.0		
MC DONNELL DOUGLAS	DC8-20	CJ610-5	276.0	99.8		
MC DONNELL DOUGLAS	DC8-10	JT4A-3	273.0	99.6		
MC DONNELL DOUGLAS	DC8-30	JT4A-9	315.0	99.3		
BOEING	B-727-200	JT8D-9	172.5	99.7	40	
BOEING	B-727-200	JT8D-15	190.5	99.7	40	

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ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36, APPENDIX 'C' LOCATIONS

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APPENDIX "A".
City of Toronto Executive Committee Report No. 32

6-11-80

AC 36-3A
Appendix 1

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

APPENDIX

MANUFACTURER	AIRPLANE	ENGINE	GR. WGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
GATES LEARJET	LEARJET 240	CJ610-6	13.5	94-7	40	
VFW FOKKER	F-28 MK2000	SP5Y MK555-15	65-0	94-7	42	
MC DONNELL DOUGLAS	DC-10-10	C76-601	430-0	94-6	50	
MC DONNELL DOUGLAS	DC-10-10	C76-60	430-0	94-6	50	3
BOEING	B-727-100	J78D-1FCD	160-5	94-5	40	3
BOEING	B-727-100	J78D-7FCD	160-5	94-5	40	3
BOEING	B-727-100	J78D-7FCD	169-5	94-5	40	3
BOEING	B-727-100	J78D-1FCD	169-5	94-5	40	3
BOEING	DC-10-40	J78D-20	484-0	94-5	50	
BOEING	B-747-200	C76-50E	775-0	94-4	30	
BOEING	DC-10-10	C76-601	368-5	94-1	50	
MC DONNELL DOUGLAS	DC-10-10	SP5Y MK555-15	410-0	94-1	50	
VFW FOKKER	F-28 M1000	J78D-15	115-0	94-0	40	1
MC DONNELL DOUGLAS	DC-9-50	J78D-15	115-0	94-0	40	1
MC DONNELL DOUGLAS	GATES LEARJET	CJ610-6	15-0	93-8	40	
MC DONNELL DOUGLAS	DC-10-30	C76-50C1	572-0	93-8	35	
MC DONNELL DOUGLAS	DC-10-40	J78D-20	430-0	93-7	30	6
BOEING	B-747-SP	J790-7FWEY	695-0	93-5	30	6
BOEING	B-747-SP	J790-7F	660-0	93-1	30	6
BOEING	B-747-SP	J790-7A	690-0	93-1	30	6
DASSAULT BRICQUET	FALCON 20	CI700-20-2	28-0	93-1	40	
BOEING	B-747-SP	J790-7A	660-0	92-8	30	6
MC DONNELL DOUGLAS	DC-10-30	C76-50C	534-4	92-8	35	
LOCKHEED	L-1011-1	R211-22C	430-0	92-7	42	5
LOCKHEED	DC-10-30	C76-50A	550-0	92-6	35	1
MC DONNELL DOUGLAS	DC-10-30	J78D-15	114-0	92-3	50	1
MC DONNELL DOUGLAS	DC-9-40	J78D-15	126-5	92-2	30	3
BOEING	B-727-100	J78D-15	115-5	92-1	40	2
MC DONNELL DOUGLAS	DC-10-30	C76-50A	519-0	92-1	40	2
BOEING	B-737-200	J78D-15QN	117-0	92-0	40	2
BOEING	B-737-200	R211-22B	430-0	92-1	42	1
MC DONNELL DOUGLAS	DC-9-30	J78D-9	110-0	92-0	50	1
ROCKWELL INTERNATIONAL	SABRE 60	J712A-0	20-0	92-0	24	
ROCKWELL INTERNATIONAL	SABRE 40A	J712A-8	19-6	92-0		
BOEING	B-737-200	J78D-9QN	114-5	91-9	40	2
BOEING	B-737-200	J78D-9QN	115-5	91-9	40	2
BOEING	DC-737-200	J78D-15QN	117-0	91-9	50	2
BOEING	DC-9-30	J78D-15	114-0	91-9	40	1
BOEING	DC-9-30	J78D-9	108-0	91-9	50	1
BOEING	DC-9-60	J78D-109	140-0	91-7	50	1
BOEING	DC-9-30	J78D-15	110-0	91-7	50	1
BOEING	B-737-200	J78D-17QN	115-5	91-6	40	2
MC DONNELL DOUGLAS	A-300A-4C	C76-50C	350-0	91-5	25	9
A-300A-4C	A-300A-4C	C76-50C	386-0	91-5	25	9
A-300A-4C	A-300A-4C	C76-50C	346-5	91-5	25	9
A-3003	A-3003	C76-50A	502-0	91-4	15	9

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APPENDIX "A". City of Toronto Executive Committee Report No. 32

5519

AC 36-3A
Appendix 1

6-11-80

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS FOR AIRPLANES AT PART-36 APPENDIX 1C1 LOCATIONS

APPROACH

MANUFACTURER	AIRPLANE	ENGINE	GR. WT. 1000 LBS.	EST. DBA	FLAPS	NOTES
AIRBUS	A-300B2-1A	CF6-50A	302.4	91.4	15	9
LOCKHEED	L-1011-1	R211-22C	416.0	91.4	33	5
LOCKHEED	L-1011-1	R211-22C	422.0	91.4	33	5
AIRBUS	A-300B2-K-3C	CF6-50C	312.4	91.3	25	5
LOCKHEED	L-1011	R211-22B	430.0	91.3	33	5
MCDONNELL DOUGLAS	DC-9-30	J78D-15	103.0	91.3	50	1
BOEING	GULFSTREAM II	SPEY MK511-8	62.0	91.1	39	2
AIRBUS	B-737-200	J78D-17QN	122.5	91.0	40	2
AIRBUS	A-300B	CF6-50A	302.0	90.9	25	9
AIRBUS	A-300B2-1A	CF6-50A	312.4	90.9	25	9
AIRBUS	A-300B2-1C	CF6-50C	324.4	90.9	25	9
BOEING	B-737-200	J78D-9SN	109.0	90.8	40	2
LOCKHEED	L-1011-1	R211-22C	416.0	90.8	33	9
LOCKHEED	L-1011-1	R211-22C	422.0	90.8	33	9
AIRBUS	A-300B2-1A	CF6-50A	302.4	90.7	25	9
AIRBUS	A-300B2-K-3C	CF6-50C	312.4	90.7	25	9
AIRBUS	A-300B2-1C	CF6-50C	302.1	90.7	25	9
BOEING	B-727-200	J78D-7QN	169.5	90.6	40	2
BOEING	B-727-200	J78D-7QN	172.5	90.6	40	2
AIRBUS	A-300B2-1C	CF6-50C	312.4	90.4	15	9
AIRBUS	A-300B2-1A	CF6-50A	312.4	90.4	15	9
AIRBUS	A-300B2-1C	CF6-50C	302.0	90.4	15	9
DC-10-40	J79D-20	CF6-50C	530.0	90.3	35	9
SABRE 75A	CF700-20-Z	CF700-20-Z	23.0	90.3	25	9
DC-9-30	J78D-7A	J78D-7A	108.0	90.2	50	1
DC-10-10	CF6-601	CF6-601	440.0	90.2	35	9
DC-10-10	CF6-60	CF6-60	440.0	90.2	35	9
A-300B2-2C	CF6-50C	CF6-50C	330.0	90.0	15	9
A-300B2-2C	CF6-50C	CF6-50C	336.6	90.0	15	9
DC-10-10	J78D-15	J78D-15	366.5	90.0	33	9
LOCKHEED	L-1011	R211-22C	416.0	89.9	33	9
GATES LEARJET	CJ-610-1	CJ-610-1	12.5	89.7	50	1
DC-10-10	CF6-601	CF6-601	430.0	89.6	35	9
DC-10-10	CF6-60	CF6-60	430.0	89.6	35	9
L-188	501-D13	501-D13	116.0	89.5	35	9
BOEING	B-727-100	J78D-7FCD	169.5	89.1	30	3
BOEING	B-727-100	J78D-7FCD	169.5	89.1	30	3
BOEING	B-727-100	J78D-1FCD	160.5	89.1	30	3
BOEING	B-727-100	J78D-1FCD	169.5	89.1	30	3
DC-10-10	CF6-601	CF6-601	386.5	89.1	35	9
DC-10-10	CF6-60	CF6-60	410.0	89.1	35	9
DC-10-40	J79D-20	J79D-20	484.0	89.1	35	9
AEROSPATIALE	AURO-262C	AURO-262C	22.9	88.9	40	2
BOEING	B-727-200	J78D-9QN	172.5	88.9	40	2
BOEING	B-727-200	J78D-15QN	184.2	88.9	40	2
BOEING	B-727-200	J78D-15QN	180.5	88.9	40	2
BOEING	B-727-200	J78D-17QN	180.5	88.9	40	2
BOEING	B-727-200	J78D-17QN	203.1	88.9	40	2

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APPENDIX "A". City of Toronto Executive Committee Report No. 32

5521

Appendix 1

ESTIMATED MAXIMUM A-WEIGHTED SOUND LEVELS
FOR AIRPLANES AT PART-36 APPENDIX 'C' LOCATIONS

APPROACH

MANUFACTURER	AIRPLANE	ENGINE	GR WGT. 1000 LBS.	EST. DBA	FLAPS	NOTES
PIPER	PA-42	PT6A-41	10.5	76.0		
PIPER	PA-31-310	TIO-540-A2C	6.5	76.0		
ROCKWELL INTERNATIONAL	680B	TPE-331-5-251K	9.7	76.0		
ROCKWELL INTERNATIONAL	680FL	IGSO-540-81A	8.5	76.0		
SWEARINGEN	SA226-AT	TPE-331-3U-303G	12.5	76.0		
SWEARINGEN	SA226-T	TPE-331-3U-303G	11.5	76.0		
SWEARINGEN	SA226-TC	TPE-331-3U-303G	12.5	76.0		
BECH	E55	IO-520-C	5.3	75.0		
BECH	960	TIO-541-E1C4	6.8	75.0		
CESSNA	410G	IO-470-V0	5.2	75.0		
CESSNA	T318	T310-520-L	7.5	75.0		
CESSNA	T310R	T310-520-B	5.5	75.0		
CESSNA	401R	T310-520-E	6.3	75.0		
CESSNA	404	T310-520-M	6.4	75.0		
CESSNA	414	T310-520-N	6.8	75.0		
CESSNA	340	T310-520-K	6.0	75.0		
CESSNA	601	IO-540-S1A5	6.0	75.0		
TED SMITH	C90	PT6A-21	9.7	74.0		
BECH	99A	PT6A-27	10.4	74.0		
BECH	A100	PT6A-28	11.5	74.0		
BECH	50	IO-520-C	5.4	74.0		
BECH	337H	IO-360-G	4.6	74.0		
CESSNA	PA-23-250	IO-540-C1A	5.2	74.0		
PIPER	PA31T	PT6A-28	9.0	74.0		
PIPER	PA-34-200T	TSIO-360-E	4.8	73.0		
GRUMMAN AMERICAN	GA-7	IO-320-01D	3.0	72.0		
BELLANCA	17-30A	IO-540-T4850	3.3	64.0		
PIPER	PA32RT-300	IO-470-K	3.6	64.0		
PIPER	35-B833	IO-520-B	3.0	63.0		
BECH	35B-33A	IO-520-B	3.3	63.0		
BECH	F33A	IO-520-B	3.4	63.0		
BECH	A36 (2 BL.)	TSIO-520-R	3.9	63.0		
CESSNA	T210H	IO-520-Q	3.8	63.0		
CESSNA	185F	IO-520-Q	3.8	63.0		
CESSNA	T210L	TSIO-520-R	3.8	63.0		
CESSNA	TU206G	TSIO-520-H	3.6	63.0		
CESSNA	PA-28B-235	IO-540-8405	2.9	63.0		
PIPER	PA-32-300	IO-540-K1A5	3.4	63.0		
CESSNA	182Q	IO-470-U	3.0	62.0		
CESSNA	180	IO-470-U	2.8	62.0		
MOONEY	M20J	IO-360-A1860	2.7	62.0		
MOONEY	PA-24-260	IO-540-R1A5	3.2	62.0		
PIPER	C23	IO-360-A4K	2.5	61.0		
BECH	A24R	IO-360-A186	2.8	61.0		
BELLANCA	8CCBC	IO-360-C2E	2.2	61.0		
CESSNA	177RG	IO-360-A186	2.8	61.0		
MOONEY	H20C	IO-360-A1D	2.6	61.0		
PIPER	PA-28-200	IO-360-C1C	2.7	61.0		

Appendix IV

(Communication dated March 31, 1981, from the Metropolitan Parks Department, addressed to the Commissioner of Planning and Development)

This will confirm our telephone conversation of last week respecting the above.

Subject to eventual Council approval of such a transaction, there would be no objection to the transfer of lands not used for airport business to the Municipality of Metropolitan Toronto for a nominal sum for operation as part of the Toronto Island regional park complex, provided that such lands are contiguous with Island recreational areas.

In addition, in dealing with any proposed long term agreement with other levels of government, it would appear to be advisable to secure the right to bring additional municipal services or public utilities across airport lands.

I trust this is the information you require.

Aldermen Sheppard, Thomas and Heap addressed the Executive Committee in support of a deferral in order that deputations may be heard.

The Executive Committee advises that a motion of Alderman Rowlands to refer this report to the Land Use Committee for hearing deputations was voted on and lost.

On May 21, 1981, City Council struck out the foregoing Clause and referred it back for resubmission to its meeting on June 4, 1981. Council requested the Executive Committee to hold a Special Meeting on Friday, May 29, 1981, for the purpose of hearing deputations with respect to the Memorandum of Understanding as it relates to Council's decision of February 12, 1981.

Council also requested the City Solicitor to report to the Executive Committee for its meeting on May 29, 1981, on:

- 1. The ability of the Harbour Commissioners to become agents of the City for the purpose of operating the airport under the Memorandum of Understanding.*
- 2. The ability of the Harbour Commissioners to pass By-laws to impound and/or substantially fine any jet-powered aircraft that lands on the Islands.*
- 3. The impediment to the Minister of Transportation becoming a signator to the lease.*
- 4. In the situation where the Minister of Transportation becomes a lessee, will the City retain the right to terminate the lease and withdraw City land from airport use in a situation of continued breach.*

Council further requested the Commissioner of City Property to communicate with the Toronto Harbour Commissioners in order to co-ordinate their findings with those of the City of Toronto, and that a joint report be made available on an updated evaluation and a fair rental of the Toronto Island Airport lands for continued airport purposes.

The Executive Committee now submits the report (May 27, 1981) from the Commissioner of Planning and Development:

Subject: STOL - Memorandum of Understanding: Implications regarding Harbourfront

Origin: Commissioner of Planning and Development (c71exec81101:81)

Comments: At the Council Meeting of May 21, 1981, concern was raised regarding the impact of the proposed STOL Airport on lands managed by Harbourfront Corporation and, in particular, the Bathurst Quay area.

Further to the report of the Commissioner of Planning and Development dated May 12, 1981, which dealt in part with the "parameters for the integration of parking and access within Harbourfront's objectives, and for limiting their impact on the Bathurst Quay area", Planning and Development staff have received correspondence from Harbourfront Corporation (May 20, 1981) and have had discussions concerning the location of airport-related facilities and parking in the Bathurst Quay area with officials from both Harbourfront Corporation and the Ministry of Transport.

At present, it appears that relatively little thought has been given to the operation of the Airport and its relationship with off-site parking and other airport-related facilities. It has been estimated that approximately 400 parking spaces will be required for both the STOL service operating at full capacity as well as the General Aviation activity at the Island Airport. In terms of the provision of parking spaces for the Airport operation, Harbourfront Corporation currently leases approximately 120 spaces to the Toronto Harbour Commissioners on a surface lot provided at the foot of Bathurst Street. These 120 spaces are intended to serve the existing General Aviation activity at the airport. In addition, Harbourfront Corporation has committed itself to providing these 120 spaces at a comparable location within Harbourfront.

Further discussions with the Ministry of Transport and Harbourfront Corporation revolved around the provision of the additional 280 parking spaces required for the limited STOL service envisaged by the Memorandum of Understanding. Given the lack of clarity as to the operation of the Airport, Planning and Development staff are of the opinion, should the limited STOL service be approved and implemented, adequate flexibility should be built into the Memorandum of Understanding to ensure that future options could be reviewed including remote parking or an efficient and effective transit system.

In order to provide for this flexibility, the Memorandum of Understanding has been altered in accordance with Harbourfront Corporation's response as outlined in the attached letter from Mr. Howard Cohen, General Manager. Accordingly, Clause 7 of the Memorandum has been changed to read as follows:

"to permit the construction and maintenance of parking and other airport-related facilities in accordance with the Official Plan Part II for Harbourfront, or official plans for adjacent areas, at a location acceptable to the City, the Commissioners, the Minister and Harbourfront Corporation and designed to their satisfaction."

In dealing with the impact of 400 parking spaces on Harbourfront lands, and in particular on Bathurst Quay, it is extremely difficult to comment with precision on the possible ramifications of such a use. However, it must be remembered that the Bathurst Quay area is one portion of Harbourfront where a significant residential community is to be established. In addition, a significant portion of the community is encouraged to be assisted housing with a large proportion of housing suitable for families with children.

Given the residential context of Bathurst Quay, possible impacts due to the introduction of a limited STOL service from the Island Airport could have significant and detrimental impacts on the quality of any future residential environment, if not carefully assessed.

The introduction of 400 parking spaces obviously means additional traffic on what are proposed to be residential streets in the future. However, in having control over the location of any future parking facility, any future impact may be lessened through proper site planning.

Of major importance is the impact of an above grade parking structure located on Bathurst Quay. At present, the Harbourfront by-law does not include parking in the calculation of density. Although there is argument for excluding this density for uses associated with the Harbourfront development, Planning and Development staff are of the opinion that the introduction of a parking structure for Airport use, unrelated to development as proposed within Harbourfront, should not be granted the same exemption. As mentioned in the previous report of the Commissioner of Planning and Development, "the height and bulk of any future parking facility (should not) compromise the proper planning of Harbourfront; the location of any future parking facility (should not) interfere with City objectives as they may relate to views, the environment, in compatibility with adjacent uses and future transportation and transit requirements; and, the introduction of future parking facilities (related to the Airport) (should not) detract from City objectives regarding open space and public accessibility to the water's edge." It is the opinion of Planning and Development staff that an above grade 400 car parking garage could have a serious impact on the character of Bathurst Quay if not properly designed and located.

The Province of Ontario has indicated that it will continue to provide ferry service access to the Airport site, as well as an upgraded service once the STOL operation is in effect. In addition, the Province has indicated that future alternative means of access could be addressed. However, since the

Ministry of Transport has indicated in discussions that the full capacity of the STOL operation may be reached shortly after its start-up from the Island Airport, one could assume that all necessary facilities including parking facilities, be they remote (i.e. outside of Harbourfront) or unnecessary due to another method of servicing passengers, such as mini-bus from downtown, etc. should be in place. Given this premise, work must begin immediately on the resolution of the impacts on Harbourfront of the Airport operation. In broadening the Memorandum of Understanding to include areas adjacent to Harbourfront, the flexibility needed to address the future requirements of the Airport can be adequately addressed.

Harbourfront Corporation, has also raised the question of funding for parking and other airport-related facilities. In discussions with Ministry of Transport officials, the only provision made for parking facilities, in conjunction with the Airport operation, was funding for the upgrading of the existing surface lot at the foot of Bathurst Street.

In addressing the future of Bathurst Quay, Planning and Development staff are of the opinion that the existing surface lot conflicts with the planning objectives of Bathurst Quay in terms of its location relative to the water's edge as well as future open space planning. As such, Planning and Development staff are of the opinion that this existing parking facility should be phased out prior to the introduction of a limited STOL operation or shortly thereafter. Since the Airport operation is expected to be operating at full capacity once the STOL service is introduced, it is necessary to solve the question of the location of future parking facilities prior to start-up.

In terms of the financing of future parking facilities, it has already been explained that Harbourfront has committed itself to the provision of 120 parking spaces for the Airport, should such parking facilities be located within Harbourfront. At the suggestion of Planning and Development staff, the Ministry of Transport was asked to investigate the possibility of providing further funding to Harbourfront Corporation for an additional 280 parking spaces. It is felt that in this manner the necessary parking spaces may be more easily integrated with future development on Bathurst Quay and overcome some of the possible conflicts with the primarily residential character of the area. In addition, it is also felt that the additional parking spaces could be used by Harbourfront Corporation in conjunction with the recreational activities envisaged for Bathurst Quay. Also, the City would be in a superior position with respect to control over the location and design of the parking facility required for Airport purposes through the development control system in place for Harbourfront.

At the present time, the Ministry of Transport has not indicated that funding would be provided for parking facilities for the Airport. If, however, the Ministry should decide not to provide funding, the necessary controls exist within the Memorandum of Understanding to ensure that the City's waterfront objectives are not compromised.

Recommendation: That this report be received.

The Executive Committee also now submits the report (May 28, 1981) from the Commissioner of City Property:

Origin: Commissioner of City Property (c33exec81079:92)

Comments: City Council at its meeting held on May 21, 1981, referred back to a special meeting of the City of Toronto Executive Committee to be held on May 29, 1981, Clause 23 of Report No. 28 of the City of Toronto Executive Committee.

City Council instructed me to communicate with the Toronto Harbour Commission in order to co-ordinate their findings with those of the City of Toronto, and that a joint report be made available in respect of an up-dated evaluation and a fair rental rate of the Toronto Airport Lands for continued airport purposes.

The Corporation of the City of Toronto entered into a lease with the Toronto Harbour Commissioners and, in an agreement dated June 30, 1962, the Commissioners agreed to lease the City lands forming part of the Toronto Island Airport for a term of 21 years at a nominal annual rent of One Dollar (\$1.00). The Commissioners are to use the land for the purposes of a permanent, public airport and for no other purposes whatsoever.

I quote the relative clause regarding the renewal of the lease by the Toronto Harbour Commissioners:

"That if at the expiration of the term hereby granted or of any future term of 21 years, the Lessee shall be desirous of taking a renewal lease of the premises hereby demised for a further term of 21 years, the Lessee then conforming to all the terms and conditions herein mentioned and set forth and having given the Lessor 30 days' notice in writing of such desire, the Lessor will at the cost and charges of the Lessee, grant except as is herein otherwise provided, such renewal lease for the further term of 21 years from the expirations of the present or existing lease, at the same rental as is stipulated herein."

It is noted that in the event that at any time the Commissioners cease to operate a permanent, public airport on any part of the Toronto Island Airport, the Commissioners shall if requested in writing by the City so to do, convey forthwith the City the Commission land for Park and/or aquatic purposes, for the sum of One Dollar (\$1.00).

Preliminary discussions have been held with the representatives of the Toronto Harbour Commissioners on whether or not the City may obtain a more favourable rental rate for the Toronto Island Airport and I have been advised the Commissioners will give consideration to this request and advise further on this matter.

The Executive Committee also now submits the report (May 28, 1981) from the City Solicitor:

Origin: Council meeting, May 21, 1981. (c06exec81055:76)

Comments: At its meeting of May 21, 1981, City Council amended Clause 23 of Executive Committee Report No. 28 by adding at the end thereof the following:

"It is also recommended that the City Solicitor be requested to report to the Executive Committee for its Special Meeting on May 29, 1981 on:

1. the ability of the Harbour Commissioners becoming agents of the City for the purpose of operating the Airport under the Memorandum of Understanding;
2. the ability of the Harbour Commissioners to pass by-laws to impound and/or substantially fine any jet-powered aircraft that land on the Islands;
3. the impediments to the Minister of Transport becoming a signator to the lease;
4. in the situation where the Minister of Transport becomes the lessee, will the City retain the right to terminate the lease and withdraw City land from airport use in a situation of continued breach."

Taking the above items in sequence this report is in response to the foregoing request.

1. In 1939, by Federal legislation the Toronto Harbour Commissioners were empowered for and at the expense of the City of Toronto to establish, construct, develop, extend, equip, maintain, operate and administer the Toronto Island and Toronto Malton Airports. The purpose of the legislation was also to extend and apply the provisions of The Toronto Harbour Commissioners' Act, 1911, relating to the jurisdiction of the Commissioners and the exercise of powers thereby, to the said airports and to persons engaged in the operation of aircraft, and to empower the Commissioners to make by-laws for the regulation and control of the said airports and all persons engaged in the operation of aircraft at such airports.

Since 1962, when the Commissioners leased City lands for use in the operation of the Toronto Island Airport, the Commissioners have operated the airport on their own behalf. In 1963, the Commissioners obtained an outside legal opinion supporting that position.

The issue has been raised by the Federal Department of Justice as to whether the Commissioners have the power to operate the Toronto Island Airport on their own behalf. They have indicated they are obtaining a legal opinion. If such opinion indicates the Commissioners do not have the power to operate the Toronto Island Airport on their own behalf or on behalf of the Federal Government, the Memorandum of Understanding provides for the Minister of Transport to recommend to Parliament that The Toronto Harbour Commissioners Act be amended accordingly. In the meantime the Commissioners would operate the airport for and at the expense of the City and the Memorandum of Understanding provides that the Minister will seek funding to offset any deficit incurred in the operation of the airport.

2. As indicated in 1 above, section 2(d) of The Toronto Harbour Commissioners' Act, 1939, provides as follows:

"The provisions of The Toronto Harbour Commissioners' Act, 1911, relating to the jurisdiction of the Toronto Harbour Commissioners and the exercise of powers thereby shall extend and apply to the airports aforesaid and to every person engaged in the operation of aircraft at such airports as if the aforesaid provisions of The Toronto Harbour Commissioners Act, 1911, were enacted, mutatis mutandis in this Act and, without restricting the generality of the foregoing, the Commissioners may, in a like manner and subject to the like conditions as in the case of by-laws made under the said last mentioned Act, make by-laws for the regulation and control of the said airports and all persons engaged in the operation of aircraft at such airports."

Section 21 of The Toronto Harbour Commissioners Act, 1911, starts off as follows:

"The Corporation may from time to time make by-laws not contrary to law, nor to the provisions of this Act, for the following purposes:"

Subsections (g), (i) as amended, and (k) of said section 21 read as follows:

“(g) For the imposition and collection of all rates, tolls and penalties imposed by law or under any by-law under the authority of this Act;”

“(i) To impose penalties, upon summary conviction, in respect of the violation of any of the provisions of this Act or the by-laws of the Corporation, such penalties not to exceed a pecuniary penalty of one thousand dollars or imprisonment for a term not exceeding sixty days or, in default of payment of a pecuniary penalty, imprisonment for a term not exceeding sixty days;”

“(k) For the doing of everything necessary for the effectual execution of the duties and powers vested in the Corporation.”

Subsection 2 of said section 21 reads as follows:

"No by-law shall have force or effect until confirmed by the Governor in Council and published in The Canada Gazette."

Sections 26 and 28 of The Toronto Harbour Commissioners Act, 1911, read as follows:

"26. The Corporation may, in the following cases, seize and detain any vessel at any place within the limits of the province of Ontario:

- (a) Whenever any sum is due in respect of a vessel for rates or for commutation of rates, and is unpaid.
- (b) Whenever the master, owner, or person in charge of the vessel, has infringed any provision of this Act, or any by-law in force under this Act, and has thereby rendered himself liable to a penalty."

- "28. Every lawful seizure and detention made under this Act shall be at the risk, cost and charges of the owner of the vessel or goods seized, until all the sums due, and penalties incurred, together with all proper and reasonable costs and charges incurred in the seizure and detention, and the costs of any conviction obtained for the infringement of any provision of this Act, or of any by-law in force under this Act, have been paid in full.
2. The seizure and detention may take place either at the commencement of any suit, action or proceeding for the recovery of any sums of money due, penalties or damages, or pending such suit, action or proceeding, or as incident thereto, or without the institution of any action or proceeding whatsoever.
 3. The seizure and detention may be effected upon the order of
 - (a) any judge;
 - (b) any magistrate having the power of two justices of the peace;
 - (c) the collector of Customs at the port of Toronto.
 4. The said order may be made on the application of the Corporation, or its authorized agent, or its solicitor, and may be executed by any constable, bailiff or other person whom the Corporation entrusts with the execution thereof; and the said constable, bailiff or other person, is empowered to take all necessary means and demand all necessary aid to enable him to execute the same."

Because of the foregoing powers contained in The Toronto Harbour Commissioners' Act, 1911, and the extension of such powers to said airports and to persons engaged in the operation of aircraft under the 1939 legislation it would appear that the Commissioners have power to pass by-laws to fine (not to exceed \$1,000) any jet-powered aircraft that land on the Islands. This view is subject to any comments that the Department of Justice may make in their forthcoming opinion referred to above.

It would appear that the Commissioners have the power to impose landing rates and it may well be that the best way to control the landing of jet-powered aircraft would be to require in the lease that the Commissioners impose a substantial landing fee in the event that such aircraft land. It would seem to me that it would be open to the Commissioners to take appropriate steps to detain the departure of the aircraft unless and until such fee is paid. The amount of the landing fee would have to be so substantial that it would serve as an effective deterrent. I suggest that consideration should be given to this approach in view of the fact that the fine which can be imposed cannot exceed \$1,000.00.

3. The revised Memorandum of Understanding provides that the Minister of Transport will join in the lease (i.e. the Minister will sign the lease) whereby the Minister will agree that in the event that the lease is assigned to him he will be bound by the conditions set out therein in clause 14(d) of the Memorandum of Understanding. If the lease were not assigned to the Minister, then he would not be bound by such conditions.
4. If the lease were assigned to the Minister, then the Memorandum of Understanding provides that the Minister would be bound by the conditions set out in clause 14(d) of the Memorandum of Understanding and the City would retain the right to terminate the lease and withdraw the City land from airport use in a situation of continued breach.

In addition to the above referred to request for a report from the City Solicitor, some concern was also expressed at the Council meeting as to the necessity for treating the matter as one which should be dealt with now.

Under the existing lease the City lands are leased for a term of 21 years expiring on June 30, 1983. The City has the right to terminate the lease at the end of the original term on June 30, 1983, by giving two years written notice to the Commissioners. Such notice would therefore have to be given prior to June 30, 1981.

If such notice is not given or if a new lease (which would cancel and supersede the existing lease) is not agreed to by the parties in advance of June 30, 1981, then under the provisions of the existing lease the Commissioners would have the right to renew the existing lease for successive terms of 21 years on similar covenants, declarations and agreements by giving 30 days notice in writing to the City.

The existing lease provides for a nominal yearly rent of \$1.00.

The Commissioners are required under the existing lease to control, maintain, manage and operate the Island Airport as a permanent public airport. This is a very broad mandate and the lease does not impose restrictive conditions on the Commissioners similar to those proposed in the revised Memorandum of Understanding. If at any time during the term the Commissioners cease to operate the property as a permanent public airport, the City may forthwith terminate the lease by giving to the Commissioners written notice of its intention to do so.

If at any time the Commissioners cease to operate a permanent public airport on any part of the Island Airport, the Commissioners shall, if requested in writing by the City so to do, convey forthwith to the City the Commission land for park and/or aquatic purposes only for the sum of \$1.00.

Under the revised Memorandum of Understanding the parties agree to waive any outstanding obligations under an agreement dated November 10, 1937, between the Minister and the City and under an agreement dated February 22, 1957, between the Minister, the City and the Commissioners.

Under the 1937 agreement the Island Airport site as therein described is required to be set aside and maintained by the City for the purpose of establishing a permanent public airport and the City is prohibited from selling or converting the site for any other purpose without the prior written consent of the Minister. Under the 1957 agreement the Minister covenants to construct a second new runway suitable for light and medium-sized aircraft when in his opinion the growth of traffic at the Island Airport warrants the construction of such runway.

If outstanding obligations under these agreements are waived, the above provisions would be rescinded with obvious advantages to the City.

The Executive Committee also now submits a further report (May 26, 1981) from the Commissioner of Planning and Development:

Origin: Commissioner of Planning and Development (c71exec81095:109)

Comments: A previous report on the proposed 'STOL Memorandum of Understanding' (MOU) dated May 12, 1981, was submitted to the Executive Committee at its meeting of May 13, 1981. Concerns about the MOU were raised at that time and subsequently by City, Federal and Harbour Commission officials. As a result, the staff group which drafted the original MOU has held several further conferences, and proposes a series of revisions.

The full text of the MOU incorporating all proposed revisions is appended to this report. The following is a clause-by-clause explanation of the changes that have been made.

- | | | |
|-------------|------|---|
| Preamble | - | unchanged. |
| Clauses 1-3 | - | unchanged. |
| Clause 4(b) | - | the words "on a net lease basis" have been added, for clarification, at the suggestion of the City Solicitor. |
| Clause 4(d) | - | amended to delete reference to the Minister taking over airport operations, since this is dealt with in revised 4(f). |
| Clause 4(f) | - | completely revised. The new clause specifies four cases in which the City consents to assignment of the lease to the Minister: |
| | (i) | when "the Commissioners fail to cure a breach of the conditions set out in the lease within a period of 90 days"; this was previously dealt with, but not as clearly, under 4(d). |
| | (ii) | when "the City or the Commissioners, because of lack of funding, indicates in writing to the Minister that it no longer wants to be financially responsible for Airport operations". This new clause was inserted to guarantee that the City will |

not find itself forced to pick up Airport deficits during any time when the Airport is being operated on its behalf and at its expense (see clause 6). It similarly protects the Commissioners when they are operating the Airport on their own behalf - the situation that is normally expected to occur. This revised version of the MOU retains clause 30 (as amended), in which the Minister agrees "to seek funding to offset any deficit that may be incurred by the airport operator in the future operation of the Airport", but clause 4(f) (ii) gives the City an 'out' in case the Minister fails to deliver this funding.

- (iii) when "the Commissioners indicate in writing that they no longer wish to operate the Airport, and a period of one year has expired". The Harbour Commissioners were originally reluctant to continue in the role of Airport operator, but were persuaded to do so when it became clear that this provided the best protection for the City's key conditions under 14(d). They have asked, however, that they be given an 'escape clause' in the event that they find it poses serious problems for them.
- (iv) when "the Minister requests, in writing, an assignment of the lease for any other reason". This clause was asked for by federal representatives, and seems entirely reasonable from the City's standpoint.

- Clause 5 - unchanged.
- Clause 6 - unchanged.
- Clause 7 - the words "or official plans for adjacent areas" have been added at the request of Harbourfront Corporation to cover the case where some airport-related parking or other facilities are best located near rather than on the Harbourfront lands.
- Clause 8 - deleted. The original clause 8 provided that the City would "permit the construction and maintenance of a pedestrian tunnel under the Western Gap". This was found unacceptable by some City officials, and has been deleted.
- Clauses 9-13 - unchanged.
- Clause 14(b) - "on a net lease basis" added as in 4(b).

- Clause 14(c) - reworted to provide that the City also receives notification, and that the Minister, in determining that the Commission lands are "no longer required for public harbour purposes", does so "in consultation with the Commissioners".
- Clause 14(d)(v) a minor technical amendment has been made, adding the words shown underlined:

"In the event that an aircraft type is not listed, then its noise level shall be determined by reference to *listed* data on aircraft of equivalent type, performance level, *and installed power level*, or information equivalent to that provided in the above circular which is deemed to be satisfactory by the City".
- Clause 14(f) - this new clause is identical to 4(f), explained above.
- Clause 15 - the words "and subject to the Commissioners receiving adequate compensation" have been added.
- Clauses 16-17 - unchanged.
- Clause 18(c) - the Minister's right to acquire the Commission lands at "fair market value" has been changed to "on such terms and conditions as may be mutually agreed upon between the Minister and the Commissioners".
- Clause 18(g) - this clause was added to allow Airport equipment and structures to be placed on the Federal lands.
- Clauses 19-23 - unchanged.
- Clause 24 - a technical amendment has been made. The expression "noise exposure contours based on the 95 percentile level of actual peak movements" has been changed to "noise exposure contours based on the 95 percentile level of actual movements, this percentile level to be calculated using the same method as used in the noise exposure forecast procedure of Transport Canada".
- Clause 25 - reworted to provide that the Minister will "use his best efforts and if necessary will recommend to Parliament for appropriation", in obtaining funds to pay for outstanding losses at the Airport. "Current value" changed to "present value", for clarification. Further amended to provide that the period involved shall be 1975-81, not 1962-81, and that "such losses shall not include interest nor any assignment of general harbour overhead costs to the Airport costs".
- Clause 26 - unchanged.

- Clause 27 - the federal commitment to convey the Federal lands to the City in the event that the Airport site is no longer required for public airport or public harbour purposes has been moved to clause 31.
- Clause 28 - unchanged.
- Clause 29 - unchanged.
- Clause 30 - amended, at federal request, by the addition of the following words:

"(The term 'deficit' does not include any costs associated with the capital cost and operation and maintenance costs for the provision of air navigation and air traffic services.) This funding is subject to the airport operations being conducted in an efficient and business like manner aimed at meeting the overall objective of full cost recovery, and subject to audit by the Minister. For such purposes, the airport operator will implement all directions given by the Minister, if any, with respect to the setting of airport charges or airport user fees."

The remaining clauses are all added.

- Clause 31 - this provides the Minister's commitment to sign the lease and be bound by the City's key conditions in clause 14(d) "in the event that the City lease is assigned to him." The commitment to convey land has been moved here from clause 27 since the lease will bind future federal governments, which the MOU cannot do.
- Clauses 32-35 - these are parallel clauses under which the three parties clearly state the four conditions under which the Minister may take over the Airport operations (the four conditions described above with reference to 4(f)). They all provide that he shall operate it "for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first".

In order to take over the Airport operations, the Minister needs a legal interest in the lands concerned. Hence the clauses provide that he shall:

- "take an assignment of the City lease" (giving him a legal interest in the City lands)
- "acquire or lease the Commission lands. . . , and
- "accept from the Commissioners a surrender of the lease for the Federal lands".

Finally, all four clauses provide that if the Minister chooses not to take over the Airport operations and acquire a legal interest in the lands as described, then "the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City".

The one element of difference among the four clauses, other than in the introductory words, occurs in clause 33(a)(i) where the Minister is given an additional 90 day period in order to cure any breach. This is necessary since the Lessee's normal 90 day period for the curing of a breach would have already expired at this point, and the Minister may need additional time to pass regulations or take whatever other action is needed.

- Clause 36 - this sets out the conditions governing assignment of the City lease to the Minister:
- (a) gives the Minister all the rights previously enjoyed under the lease by the Harbour Commissioners;
 - (b) specifically binds the Minister to observe the City's key conditions as listed in clause 14(d);
 - (c) protects the Minister against outstanding City or Harbour Commission liabilities;
 - (d) protects the Minister from obligations he may not statutorily or procedurally be able to fulfill, such as the payment of municipal taxes;
 - (e) protects the City from liability arising from the Minister's operation of the Airport.
- Clause 37 - this final clause deals with the closing of the Airport if it is being operated by the Minister. It covers three cases:
- (a) the Minister has the right to close down the Airport at any time;
 - (b) where the Minister has taken over as airport operator because the Commissioners were in breach of the lease conditions, if he does not cure the breach within 90 days the City has the right to close the Airport; and
 - (c) where a new breach occurs after the Minister has taken over as airport operator, if he does not cure it within 90 days the Airport is to be closed.

In all cases, the City lands will revert to the City when the Airport is closed.

Many of the matters covered by these new clauses and the other revisions discussed above were implicit in the original MOU. The revised version, however, clarifies many of them and hopefully removes any ambiguities.

A few minor changes of an editorial nature have also been made. These do not affect the substance of the MOU.

Recommendation:

That the attached revised Memorandum of Understanding be substituted for that referred to in the recommendations of my report dated May 12, 1981.

Memorandum of Understanding

Between:

The Corporation of the City of Toronto ("City");

Her Majesty The Queen In Right of Canada

Represented herein by the Minister of Transport ("Minister"); and

The Toronto Harbour Commissioners ("Commissioners");

Preamble:

WHEREAS:

- (a) the City owns certain lands shown in the attached Schedule "A" ("City Lands") situated at the Toronto Island Airport ("Airport"); and
- (b) by virtue of an agreement for financial assistance dated the 10th of November 1937 between the Minister and the City, the Minister undertook to provide funds for the construction, etc... of the Airport and also an airport at Malton, subject to certain terms and conditions including, *inter alia*, the City setting aside of sites described in clause 14 thereof, to be maintained by the City for the purpose of establishing permanent public airports; and (c) the City undertook to set aside such sites and to maintain them for the purpose of permanent public airports; and
- (c) the City undertook to set aside such sites and to maintain them for the purpose of permanent public airports; and
- (d) the City also undertook not to sell or convert the said sites for any other purpose without the consent in writing of the Minister, first had and obtained; and
- (e) the financial assistance set out in the aforementioned agreement of 10 November 1937 was increased by virtue of agreements dated the 18 September 1939 and 12 April 1940 subject to the same terms, covenants, provisoes and conditions as in the 10 November 1937 agreement; and

- (f) the financial assistance required to be given by the Minister under the aforementioned agreements was given in full to the City; and
- (g) by an agreement dated 22 February 1957 between the City, the Minister and the Commissioners, the City agreed to grant and convey unto the Minister for the sum of \$1.00 with good and valid title free from all encumbrances the lands comprised in the Toronto International Airport ("Malton"), so called, together with all improvements thereon and therein; and
- (h) by virtue of the same agreement of 22 February 1957 the Minister undertook the construction of certain works and installations including a hangar at the Island Airport, so called, as set out in clause 2 of the said agreement; and
- (i) by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964 between the same parties, the Commissioners agreed to lease to the Minister for a term of 25 years, renewable at option of Minister for a further term of 25 years or for such lesser term as Minister may determine, such area of land owned by the Commissioners and comprised in the Island Airport as the Minister required for the erection and maintenance of the hangar provided for in paragraph (e) of clause 2 of the 22 February 1957 agreement, and
- (j) by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964, the Minister undertook to lease to the Commissioners the right and privilege to use and occupy the aforementioned hangar for a term of 25 years at an annual rent computed at 4% of cost of the hangar and that upon expiration of such term or renewal thereof title to the hangar will be transferred to the Commissioners for the sum of \$1.00; and
- (k) by virtue of a lease agreement dated 30 June 1962 between the City and the Commissioners, the City leased to the Commissioners certain City lands therein described and situated at the Island Airport site for a term of 21 years from the 1st day of July 1962 subject to certain terms and conditions therein contained; inter alia, that the leased premises be used for the purpose of a permanent public airport only; and
- (l) by virtue of the same lease agreement of 30 June 1962 the Commissioners agreed, inter alia, to convey for the sum of \$1.00, for parks and aquatic purposes only, the lands owned by the Commissioners and situated at the Island Airport site and shown in Schedule "A" ("Commission Lands"), to the City if requested in writing by the City, if at any time the Commissioners cease to operate a permanent public airport on any part of the Island Airport or if the Commissioners declined to renew the said lease agreement or any renewal thereof; and
- (m) the Minister owns certain lands situated on the Toronto Island adjacent to the Airport, shown in Schedule A ("Federal Lands"); and

WHEREAS:

- (n) the City, the Commissioners and the Minister agree that it is desirable that a permanent public airport shall continue to be operated at the Island Airport site for general aviation and limited commercial S.T.O.L. operations; and
- (o) the City has expressed concern that unless the Island Airport operations are made subject to certain conditions, its use as a permanent public airport for general aviation and limited commercial S.T.O.L. operations may not be compatible with the City's stated environmental requirements; and (p) the City, the Minister and the Commissioners agree that the Island Airport operations should to the greatest extent possible not be incompatible with the City's stated environmental requirements;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

THE CITY, hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- 1. to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;
- 2. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;
- 3. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;
- 4. to terminate the 30 June 1962 lease between the City and the Commissioners which termination shall have effect upon the entering into of a new lease of the City lands at the Airport to the Commissioners ("City lease"), such lease:
 - (a) to be for a nominal rent;
 - (b) to be for a term of 50 years on a net lease basis;
 - (c) to impose on the Commissioners the obligation to operate the Airport in compliance with certain conditions set out in section 14(d) of this Memorandum;
 - (d) to include an appropriate mechanism for the curing of any breach before any right to terminate will accrue to the City. This would include the right for the Commissioners to cure the breach within a period of 90 days from the date of receipt of a written notice of breach from the City. A copy of such notice shall be forwarded at the same time to the Minister by the City;

- (e) to include a provision whereby the City agrees that notwithstanding section 4(d) of this Memorandum any breach of the conditions set out in section 14(d) of this Memorandum which occurs prior to January 1, 1982 shall *not* give the City any right of termination;
 - (f) to include a clause whereby the City agrees to the assignment of the lease to the Minister in the event that:
 - (i) the Commissioners fail to cure a breach of the conditions set out in the lease within a period of 90 days from the date of receipt of a written notice as provided in 4(d);
 - (ii) the City or the Commissioners, because of lack of funding, indicates in writing to the Minister that it no longer wants to be financially responsible for Airport operations;
 - (iii) a period of one year has expired from the date when notice in writing from the Commissioners was received by the City, whereby the Commissioners indicated that they no longer wished to operate the Airport;
 - (iv) the Minister requests, in writing, an assignment of the lease for any other reason.
 - (g) to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;
5. to permit the necessary navigational and landing aids and equipment or structures required for air traffic services to be constructed, installed and maintained in and around the City lands;
 6. that in the event that an amendment to the Toronto Harbour Commissioners Act is necessary to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, from the effective date of the new lease and until such time as such amendment is in force, the Commissioners shall operate the Airport for and at the expense of the City;
 7. to permit the construction and maintenance of parking and other airport-related facilities in accordance with the Official Plan Part II for Harbourfront, or official plans for adjacent areas as will be amended to provide for such facilities, at a location acceptable to the City, the Commissioners, the Minister and Harbourfront Corporation and designed to their satisfaction;
 8. (not used);
 9. to consent to the Commissioners sub-letting to Metropolitan Toronto for parks and recreation purposes that portion of the City lands included within the lands shown on Schedule "A" as "Park Lands";

THE COMMISSIONERS, hereby agree and undertake, subject to the approval of the appropriate bodies where such approval is required:

10. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;
11. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;
12. that in the event that an amendment to the *Toronto Harbour Commissioners Act* is necessary to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, the Commissioners agree to support a recommendation by the Minister to Parliament for such amendment;
13. that from the effective date of the City lease, and until such time as the amendment of the *Toronto Harbour Commissioners Act*, if required, is in force, to operate the Airport for and at the expense of the City;
14. to agree to the termination of the 30 June 1962 lease between the City and the Commissioners, which termination shall have effect upon the entering into of the City lease, such lease:
 - (a) to be for a nominal rent;
 - (b) to be for a term of 50 years on a net lease basis;
 - (c) to provide that in the event that:
 - (i) the Minister indicates in writing to the Commissioners and the City that the Commission lands are no longer required for public airport purposes; and
 - (ii) the Minister in consultation with the Commissioners determines that the Commission lands are no longer required for public harbour purposes,the City shall have the option of purchasing the Commission lands for fair market value;
 - (d) to contain provisions whereby the Commissioners will:
 - (i) not construct or permit to be constructed additional runways or extensions to existing runways;
 - (ii) not construct or permit to be constructed a bridge or vehicular tunnel providing access between the mainland and the airport site;
 - (iii) agree that the lands comprising the airport site will be contained and restricted from expansion beyond the bound-

aries of the lands now owned by the Minister, the Commissioners and City, excepting such expansion as may occur from natural causes;

- (iv) not permit jet-powered aircraft to operate to and from the airport with the exception of medical evacuations and other emergency use required;
- (v) not permit aircraft generating excessive noise levels with the exception of medical evacuations and other emergency use;

for the purposes of this clause, aircraft generating excessive noise levels shall be determined by reference to the most current issue of the United States Federal Aviation Authority advisory circular listing of estimated maximum 'A' - weighted sound levels for airplanes at part 36 appendix 'C' locations, and shall include all aircraft types listed as having either an estimated dBA on approach of greater than 84 or an estimated dBA on takeoff greater than 74. In the event that an aircraft type is not listed, then its noise level shall be determined by reference to listed data on aircraft of equivalent type, performance level, and installed power level or information equivalent to that provided in the above circular which is deemed to be satisfactory by the City;

- (vi) regulate the overall frequency of aircraft movements such that the area within the 28 N.E.F. contour does not extend beyond the area within the present official 25 NEF contour for 1990.
- (e) to contain a provision whereby the Commissioners will request the Minister to ensure publication of the conditions specified in d (iv) and d (v) above in the relevant aeronautical information publications.
- (f) to include a clause whereby the Commissioners agree to the assignment of the lease to the Minister in the event that:
 - (i) the Commissioners fail to cure a breach of the conditions set out in the City lease within a period of 90 days from the date of receipt of a written notice as provided in 4 (d);
 - (ii) the City or the Commissioners, because of lack of funding, indicates in writing to the Minister that it no longer wants to be financially responsible for Airport operations;
 - (iii) a period of one year has expired from the date when notice in writing from the Commissioners was received by the City, whereby the Commissioners indicated that they no longer wished to operate the Airport;
 - (iv) the Minister requests, in writing, an assignment of the lease for any other reason.

- (g) to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;
- 15. agree that insofar as any person may request them to consent to sub surface easements under the Commission lands or the City lands such consent shall not be unreasonably withheld, subject to the Commissioners' right to determine the most appropriate location of such easements, and subject to the Commissioners receiving adequate compensation;
- 16. to sublet to Metropolitan Toronto for a sum of \$1.00 for parks and recreation purposes that portion of the City lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;
- 17. to lease to Metropolitan Toronto for the sum of \$1.00, for parks and recreation purposes, that portion of the Commission lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;
- 18. to enter into a lease with the Minister for those parcels of land owned by the Federal Government adjacent to the Airport as shown on the attached Schedule "A" ("Federal Lands") under such terms and conditions as may be agreed upon subject to the inclusion in such lease of the following:
 - (a) a provision whereby the Commissioners agree not to amend the lease that it will execute with the City for the City lands without first obtaining the written consent of the Minister;
 - (b) a provision whereby the Commissioners agree to assign their lease for the City lands to the Minister upon request in writing from the Minister;
 - (c) a provision whereby the Commissioners agree that in the event they cease to operate the Commission lands for permanent public airport purposes, the Minister shall have the right to acquire or lease the Commission lands upon such terms and conditions as may be mutually agreed upon by the Minister and the Commissioners;
 - (d) a provision whereby the Commissioners agree not to use the Federal lands for any purpose which would be inconsistent with the operation of the Airport or which would in any way interfere with the safe or efficient operation of the Airport;
 - (e) a provision for the payment of rental of \$1.00 (per annum);

- (f) a provision whereby the term of the lease shall be for 50 years;
- (g) a provision whereby the Commissioners agree to permit the installation of landing aids, navigational aids, or equipment or structures for air traffic services, on the Federal lands if deemed necessary by the Minister.

THE MINISTER, hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

19. to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the City to the extent that such obligations are yet to be fulfilled by the City;
20. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;
21. to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;
22. to amend the existing licence or to issue a new licence for the Airport, taking into consideration the environmental concerns of the City, and addressing the concerns expressed in clause 14 (d) (iv), (v) and (vi) of this Memorandum of Understanding to the extent possible in the exercise of his power over aeronautics;
23. upon request of the Airport operator, to ensure that the conditions in clauses 14 (d) (iv) and 14 (d) (v) of this Memorandum of Understanding will be published in all relevant aeronautical information publications;
24. to provide the City and the Commissioners, at their request, with noise exposure contours based on the 95 percentile level of actual movements, this percentile level to be calculated using the same method as used in the noise exposure forecast procedure of Transport Canada and supporting documentation:
 - (a) as soon as data are available following the end of the first calendar year during which limited commercial STOL operations are taking place; and
 - (b) as soon as data are available following the end of any subsequent calendar year during which the number of general aviation aircraft movements or the number of STOL aircraft movements has increased;
25. to use his best efforts and if necessary recommend to Parliament for appropriation to obtain funds equal to the amount of the outstanding losses of the Commissioners, in present value dollars, which were incurred during the period 1975-1981 in the operation of the Airport. It

being understood that such losses shall not include interest nor any assignment of general harbour overhead costs to the Airport costs;

26. in the event that an amendment is required to *The Toronto Harbour Commissioners Act* to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, to recommend to Parliament that *The Toronto Harbour Commissioners Act* be amended accordingly;
27. to lease to the Commissioners the Federal Lands for the sum of \$1.00 for a period of fifty years;
28. to seek appropriate funding for the capital costs associated with continued use of the Airport for general aviation purposes such as:
 - site improvements and security,
 - runways and associated taxiways,
 - utilities and drainage,
 - field lighting, and
 - terminal building;
29. to seek appropriate funding for the costs associated with provision of the air navigation system and air traffic services; and
30. to seek funding to offset any deficit that may be incurred by the airport operator in the future operation of the Airport. (The term 'deficit' does not include any costs associated with the capital cost and operation and maintenance costs for the provision of air navigation and air traffic services.) This funding is subject to the airport operations being conducted in an efficient and businesslike manner aimed at meeting the overall objective of full cost recovery, and subject to audit by the Minister. For such purposes the airport operator will implement all directions given by the Minister, if any, with respect to the setting of airport charges or airport user fees.
31. to join in the City lease whereby the Minister agrees that in the event that the City lease is assigned to him, he will be bound by the conditions set out in clause 14(d), and that in the event that the Airport site is no longer required for public airport or public harbour purposes, to convey the Federal Lands to the City for a nominal sum.

THE THREE PARTIES, hereby agree and undertake, subject to the approval of the appropriate bodies where such approval is required:

32. that if either the Commissioners or the City, because of lack of funding as required in clause 30, indicates in writing to the Minister and to the other party that it no longer wants to be financially responsible for Airport operations, then either:
 - (a) the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:

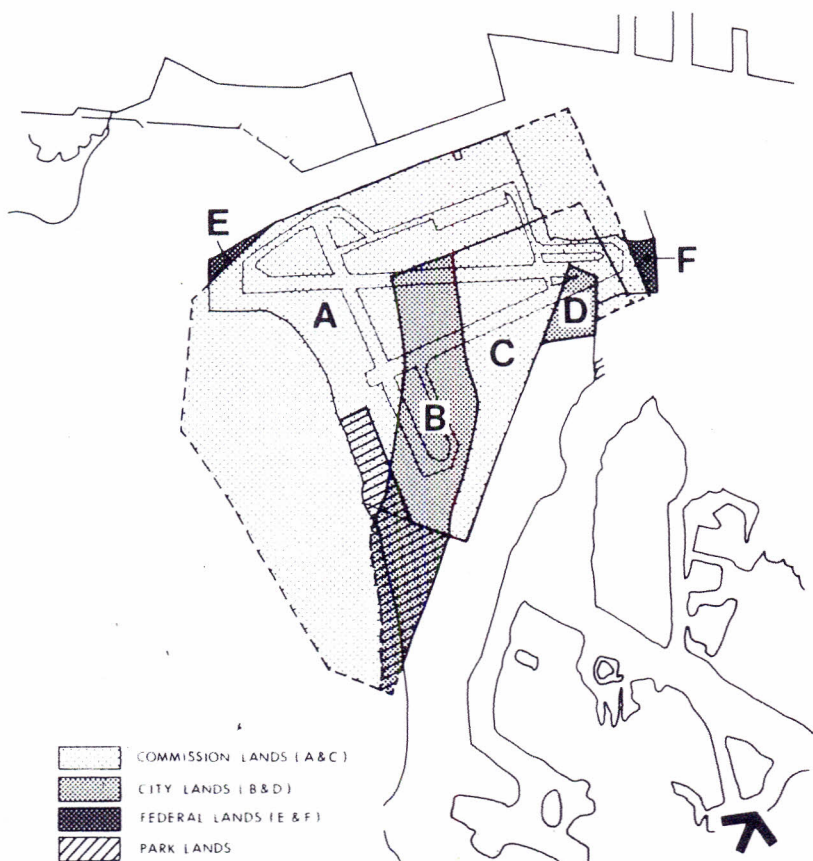
- (i) shall take an assignment of the City lease, and
 - (ii) shall acquire or lease the Commission lands upon such terms as may be mutually agreed upon by the Minister and the Commissioners; and
 - (iii) shall accept from the Commissioners a surrender of the lease for the Federal lands;
 - or:
 - (b) if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.
33. that if the Commissioners fail at any time to cure a breach of the conditions of the City lease within 90 days of the receipt of written notice from the City of such breach, then either:
- (a) the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:
 - (i) shall take an assignment of the City lease; in such case, the Minister shall have a period of 90 days from the effective date of the assignment in order to cure the breach with reasonable dispatch; and
 - (ii) shall acquire or lease the Commission lands upon such terms as may be mutually agreed upon by the Minister and the Commissioners; and
 - (iii) shall accept from the Commissioners a surrender of the lease for the Federal lands;
 - or:
 - (b) if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.
34. that if at any time the Commissioners indicate by notice in writing to the Minister and the City that they no longer wish to operate the Airport, the obligation of the Commissioners to operate the Airport shall continue for one calendar year from the date of receipt of the notice, upon the expiration of which either:
- (a) the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:

- (i) shall take an assignment of the City lease, and
 - (ii) shall acquire or lease the Commission lands upon such terms as may be mutually agreed upon by the Minister and the Commissioners; and
 - (iii) shall accept from the Commissioners a surrender of the lease for the Federal lands;
 - or:
 - (b) if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.
35. that if the Minister requests, in writing, an assignment of the City lease, then either:
- (a) the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:
 - (i) shall take an assignment of the City lease, and
 - (ii) shall acquire or lease the Commission lands upon such terms as may be mutually agreed upon by the Minister and the Commissioners; and
 - (iii) shall accept from the Commissioners a surrender of the lease for the Federal lands;
 - or:
 - (b) if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.
36. assignment of the City lease to the Minister shall be made subject to the following conditions:
- (a) the assignment shall confer on the Minister all of the rights of the Lessee;
 - (b) the Minister shall be bound to observe in the operation of the Airport those conditions set out in clause 14(d);
 - (c) the assignment shall not include any outstanding liabilities of the Lessee or Lessor incurred in the operation of the Airport;
 - (d) except as provided under (b), the assignment shall not include any clause which would impose any obligation on the Minister which is not ordinarily assumed by the Minister under other leases;

- (e) the assignment shall include such other clauses as may be agreed upon respecting civil liability and indemnification of the Lessor in the event of any action instituted against the Lessor by reason of the operation of the Airport by the Minister.
37. (a) where the Minister has taken over the operation of the Airport, he shall have the right to close down the Airport at any time, and the City lands shall revert to the City.
- (b) where the Minister has taken over the operation of the Airport pursuant to clause 33(a) but does not cure the breach within the time period allowed therein, the City shall have the right to terminate the City lease and the Airport shall be closed as soon as reasonably possible, and the City lands shall revert to the City.
- (c) where the Minister has taken an assignment of the City lease and receives notice in writing from the City that he is in breach of a condition of the lease, and fails to cure the breach within a period of 90 days from the date of receipt of said notice, the City shall have the right to terminate the lease, and the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.

SCHEDULE A

(FOR PURPOSES OF INFORMATION ONLY : FOR ACCURATE
DESCRIPTION OF THESE PROPERTIES, REFERENCE SHOULD
BE MADE TO APPROPRIATE REGISTERED PLANS.)



The Executive Committee also now submits the communication (May 20, 1981) from Mr. Howard E Cohen, General Manager, Harbourfront:

We at Harbourfront have had an opportunity to briefly review the proposed Memorandum of Understanding. There are two areas of concern which are immediately apparent and we would like to suggest that the Memorandum be amended with regard to these matters.

The first concern is with respect to the location for parking and other airport related facilities. The proposed Memorandum seems to assume that the only possibility for a site for such facilities would be on the Bathurst Quay itself. We believe that in addition to Bathurst Quay, there are sites in the immediate vicinity which might also be appropriate and, as such, should not be ruled out at this time. Therefore, we would like to suggest that Item 7 of the City's Undertakings be amended to include the phrase "or official plans for other adjacent areas" to be inserted after the reference to Harbourfront in the third line.

Our second concern is with respect to the cost of construction for parking and other related facilities. It is our view that unless funds are available to pay for such facilities, less than adequate provision might be made. We do not want to be faced, for example, with the possibility of large surface parking lots in the future. Accordingly, we would suggest that Section 28 of the Minister's Undertakings be amended to include the phrase "parking and other related structures" in the list following paragraph 28.

We anticipate that Harbourfront will be included in further studies mentioned in the report. The resolution of the problems will not be an easy one and we would like to be fully involved in the evolution of future plans in relation to S.T.O.L.

The Executive Committee also now submits the communication (May 21, 1981) from the General Manager, The Toronto Harbour Commissioners:

At their meeting on May 15, 1981, the Commissioners considered a Memorandum of Understanding dated May 12, 1981, between the City of Toronto, the Minister of Transport and The Toronto Harbour Commissioners concerning the future use and operation of the Toronto Island Airport, together with a report dated May 12, 1981, from the Commissioner of Planning and Development to the City of Toronto Executive Committee on this subject.

I am pleased to advise that the Toronto Harbour Commissioners accepted in principle this Memorandum of Understanding subject to receipt of appropriate assurances from the Federal Government that it will address the Commissioners' financial situation promptly and adequately and further, subject to clarification that the Commissioners understand the term, "fair market value", in Clauses 14(c) and 18(c) as it affects the Commissioners' lands to mean the value of the Commissioners' property based on alternative non-public uses.

The Commissioners recognized that the Memorandum of Understanding negotiated by the representatives of the three parties was a framework within which further detailed documentation would be drafted, and accordingly

authorized their staff to discuss such points of detail as may require further clarification during the drafting of the specific documentation that will implement the Memorandum.

A similar letter is being sent concurrently to the Minister of Transport advising him of the Commissioners' action.

The Executive Committee advises that it has also received submissions from the following, copies of which have been forwarded to Members of City Council under separate cover:

- *Mr. R. K. Timber, Counsel, Canadian Environmental Law Association*
- *Mrs. Violet Law*
- *Ms. Margaret Lush*
- *Mr. Bruce Woodrow and Ms. Marianne Moershel*
- *Mr. William Westfall*
- *Mr. and Mrs. George Winch*
- *Mrs. Dorothy H. Robertson*
- *Mr. Dale Munro*
- *Ms. Diana D. Tschereau*
- *Mr. D. S. Allen*
- *Ms. Lillian Mitchell*
- *Mr. and Mrs. Roger C. Thompson*
- *Mr. and Mrs. Edward Fife*
- *Mr. and Mrs. Jim Mills*
- *Mr. A. R. Williams, President, and Mr. J. A. Collins, General Manager, The Board of Trade*
- *Mr. Martin Amber*
- *Ms. Marion Bryden, M.P.P., Beaches-Woodbine*
- *Mr. David H. Martin, Arts and Science Students' Union, University of Toronto*
- *Mr. Norman Kolasky, Vice-President, Roncesvalles Macdonell Residents' Association*

The Executive Committee was also in receipt of a petition from the residents of the Woodsworth Housing Co-Operative, in opposition to S.T.O.L.

Representations were heard from the following:

- *Mr. Martin Amber*
- *Mr. John D. Herrick, Vice-President, Board of Trade*
- *Mrs. Ellen Bell*
- *Mr. Mark Barclay*
- *Ms. Marion Bryden, M.P.P., Beaches-Woodbine*
- *Mr. Ken Bryden, C.O.R.R.A.*
- *Mr. Alex Christie, Ward 9 Ratepayers' Association*
- *Mrs. Linda Sergiades, Cottingham Square Community Association*
- *Mr. William White*
- *Mr. John Goyeau*
- *Mr. David H. Martin, Arts and Sciences Students' Union, University of Toronto*
- *Mr. Milton Little*
- *Mr. David Savage*
- *Mr. R. J. Beach, Canadian Owners and Pilots Association*
- *Ms. Pat Adams, Energy Probe*
- *Mrs. Vern Burnett*
- *Ms. Nellie Kusmich*
- *Mr. John Bryan, Executive Officer, Toronto Redevelopment Advisory Council*
- *Mr. Joe Csumrik, Air Atonabee Limited*
- *Mr. Bruce Budd, President, Transport 2000*
- *Alderman Sheppard*
- *Alderman Thomas*

- Alderman Heap
- Alderman Kanter

The Executive Committee also advises that it has requested the Commissioner of Planning and Development to report directly to City Council on June 4, 1981, on the projected N.E.F. contour for 1980 with respect to noise levels of aircraft and number of flights, compared to present noise levels and number of flights.

The Executive Committee further advises that it has requested the City Solicitor to report directly to City Council on a proposed amendment of Alderman Cressy that Clause 22 of the revised Memorandum of Understanding be amended by deleting therefrom the words "taking into consideration" and inserting in lieu thereof the words "to provide unequivocally for".

The Executive Committee recommends:

1. That the revised Memorandum of Understanding, appended to the report (May 26, 1981) from the Commissioner of Planning and Development be amended to provide that the Toronto Harbour Commissioners agree to require substantial landing charges or rates in cases where aircraft land in contravention of the Agreement, and further that City Council be advised on each occasion upon which an unauthorized aircraft lands; that, as so amended, the form of the Memorandum of Agreement be approved; and that the City Solicitor prepare the agreements requested by Council on the basis of such Memorandum of Understanding;
2. That authority be granted for the execution of the Memorandum of Understanding by the appropriate City Officials;
3. That the Commissioner of Planning and Development be requested to report on the form and content of an Official Plan statement to form a part of the Part I Official Plan for the Waterfront and covering the land use provisions outlined in the lease of the City lands contained in the Memorandum of Understanding.

During consideration of this Clause, Council had before it the following report (dated June 2, 1981) from the City Solicitor and also reports (dated June 1 and 3, 1981) from the Commissioner of Planning and Development:

(Communication from the City Solicitor)

Subject: S.T.O.L. - Memorandum of Understanding

*Origin: Meeting of the Executive Committee on May 29, 1981.
(c06cncl81009:76)*

Comments: The Executive Committee at its meeting held on May 29, 1981 requested the City Solicitor "to report directly to City Council on a proposed amendment of Alderman Cressy that Clause 22 of the revised Memorandum of Understanding be amended by deleting therefrom the words

'taking into consideration' and inserting in lieu thereof the words 'to provide unequivocally for'."

The legislative powers of the Minister to impose conditions on the issuing of licences appear to be very wide. Be that as it may, the negotiations to which officials of the Ministry of Transport have been a party have produced the wording set out in Clause 22. While it would be preferable were the wording amended so as to provide that the Minister would impose conditions which would unambiguously provide for the environmental concerns of the City, the indications are such that the representatives of the Ministry feel that the Minister's statutory powers do not enable such an unlimited commitment to be made. In any event, it is my understanding that the City will not be a party to any licensing and consequently the conditions which the City wishes to impose will be, as indicated in the Memorandum of Understanding, covered in the lease. Hence, from the City's standpoint, the inclusion of such conditions in the lease provides a greater degree of protection than would their inclusion in the licence.

(Communication dated June 1, 1981, from the Commissioner of Planning and Development Department)

Subject: Noise Levels at Toronto Island Airport

Origin: Executive Committee, May 29, 1981 (c71cnc81030:109)

Background: On May 29, 1981 the Executive Committee requested the Commissioner of Planning and Development to report directly to City Council on June 4, 1981, on the projected N.E.F. contour for 1990 with respect to noise levels of aircraft and number of flights, compared to present noise levels and number of flights.

Comments: The aircraft noise rating system of Noise Exposure Forecasts (N.E.F.) is the Ministry of Transport's accepted methodology for determining a single numbered rating of the cumulative noise intruding into communities from known or predicted aircraft operations. An N.E.F. contour is a line representing the locus of all points on the ground at which the N.E.F. value is the same. Since the N.E.F. is a calculated unit based on number of movements over an average 24 hour period, it cannot be measured directly with a sound level meter or other indicating device.

The Official N.E.F. contour map for the Toronto Island Airport is based on projected 1990 general aviation aircraft movements. A comparison of projected 1990 general aviation aircraft movements and actual 1980 general aviation aircraft movements indicates that existing noise contours are approaching the Official projected N.E.F. for the Toronto Island Airport. This means the term of the lease agreement pertaining to N.E.F. is realistic because it:

- allows an introduction of a limited Dash 7 STOL service; and*
- allows for general aviation aircraft movements to expand marginally over current levels.*

The Public Works Department has recently completed noise monitoring at the Toronto Island Airport. At points roughly 0.25 nautical miles from the runway centre line, aircraft noise levels ranged from 65-77 dBA. These noise levels are well within the recommended 84 dBA approach limits of the lease agreement.*

Finally, it has come to my attention that the annual air show which takes place the Friday to Monday of Labour Day weekend would likely involve aircraft which would contravene the noise conditions of the proposed lease. A proviso stipulating that the noise conditions do not apply for these four days of the year would correct this small oversight.

Recommendation: That the Memorandum of Understanding be amended to provide that the noise and no-jet provision not apply during the four days of the annual C.N.E. air show.

* *The FAA measures sideline aircraft noise levels at this distance. Sideline aircraft noise levels approximate approach aircraft noise levels.*

(Communication dated June 3, 1981, from the Commissioner of Planning and Development)

Subject: Further Revisions to S.T.O.L. - Memorandum of Understanding, and Comments on Related Matters.

Origin: Commissioner of Planning and Development (c71cnc181033:109)

Comments: This report is further to the previous reports of May 12, 1981 ("STOL Memorandum of Understanding") and May 26, 1981 ("Revisions to STOL - Memorandum of Understanding"). Since the latter report went to Executive Committee, further revisions have been proposed by the various parties. The amended Memorandum of Understanding (MOU) is attached (Appendix 1).

1. Changes to the M.O.U.

Clause 10 - these words have been added: "save and except the obligation of the Minister to transfer to the Commissioners title to the hangar for the sum of \$1.00, which transfer shall take place at a time to be determined, and in any event no later than June 14, 1987." This amendment, made at the request of the THC, clarifies the status of a hangar built under the 1957 agreement.

Clause 14(d) (iv) and (v) - The words "and during the period of the annual CNE airshow" have been added to both clauses; also, the words "to oper-

ate to and from the Airport" have been added, for clarification, in clause (v). The airshow provision is a minor exception reflecting the fact that many of the aircraft participating in the airshow, including the occasional jet and some others which may not meet the noise criteria, operate from the Island Airport. Given the noise levels created by the military aircraft which typically take part in the airshow, it seems unrealistic to enforce the provisions of the lease during these four days each year.

(vii) - this has been added, and a minor revision has been made to subsection (v), in order to implement the Executive Committee's recommendation "that City Council be advised on each occasion upon which an unauthorized aircraft lands".

Clause 14(g) - this has been added, and the previous (g) re-numbered, to implement the Executive Committee's recommendation that the MOU "be amended to provide that the Toronto Harbour Commissioners agree to require substantial charges or rates in cases where aircraft land in contravention of the Agreement". A \$5,000 minimum charge is provided for. It should be noted that clause 36(d) exempts the Minister from compliance with this condition in the case where he takes over airport operations, since federal airport rates are required by statute to be fixed on a nationwide basis. Attempts to produce a satisfactory clause that would equally bind both the THC and the Minister were unsuccessful. However, the Minister would have every incentive to penalize aircraft which landed in contravention of the Agreement since his failure to "cure a breach" would result in City Council being able to close the Airport.

Clause 18(c) - The revision proposed in my May 26 report had not, for reasons of timing, been fully checked with federal representatives and proved unacceptable to the Minister. The revised wording eliminates any right for the Minister to acquire the Commissioners lands, and provides that he shall have the right to lease them "for a nominal sum, for as long as they are required for airport purposes." (The previous, unacceptable, wording was "on such terms and conditions as may be mutually agreed upon by the Minister and the Commissioners").

- Clause 25 - *"Present value dollars" has been changed to "constant June 1981 value dollars", for clarification, at the request of the THC.*
- Clause 30 - *this has been amended to provide that the funding to be sought by the Minister shall "be paid quarterly in advance, except for the fourth quarter which shall only be paid subject to audit and review of audit by the Minister." This protects the City or the THC from running up any significant deficit before clause 32 can be invoked.*
- Clause 32(a) (ii) - *same change as 18(c).*
- Clause 33(a) (ii) - *Same change as 18(c).*
- Clause 34(a) (ii) - *Same change as 18(c).*
- Clause 35(a) (ii) - *Same change as 18(c).*
- Clause 36(d) - *the original clause has been replaced, at City request, with wording which excludes any "obligations which the Minister may not statutorily be able to undertake", and "provisions whereby the Minister becomes subject to provincial or municipal laws, regulations or by-laws which do not ordinarily bind him". This is much preferable to the previous wording, which excluded "any clause which would impose any obligation on the Minister which is not ordinarily assumed by the Minister under other leases".*
- Clause 36(e) - *again at City request, the original wording which provided for "such other clauses as may be agreed upon respecting civil liability and indemnification" has been replaced. The new wording, which is that of a typical indemnity agreement, makes clear that the City's interests will be fully protected.*
- Clause 36(f) - *this new clause, added at THC request, clearly protects them from liability in the event that the lease is assigned to the Minister.*
- Clause 38 - *this new clause, added for clarification, is essentially identical to Clause 18(c).*
- Clause 39 - *this formally recognizes the Minister's inability to cure a breach of condition 14(g) - that is, where the Commissioners fail to impose a landing charge or more than \$5,000 on an aircraft which violates the provisions of 14(d).*

2. *Comments on Related Matters*

(a) *Airport Licence*

Questions concerning the form and wording of the airport licence to be issued by the Minister were raised at the Executive Committee meeting. A draft licence such as the Minister would expect to issue in implementing this MOU has been supplied by Transport Canada officials, and a reproduction is attached, for the information of City Council, as Appendix II.

(b) *Air Atonabee*

Mr. Csumrik, President of Air Atonabee Ltd., appeared before the Executive Committee and expressed concern that the proposed lease might force his firm to close down operations. Air Atonabee presently operates using a fleet of Saunders ST-27 turbo prop aircraft. Transport Canada officials have advised that these aircraft generate a noise level of 68 dBA on departure and 78 dBA on approach - well below the proposed lease cut-off points of 74 and 84 dBA respectively.

(c) *Parking*

The question has been raised whether the Minister is prepared to make a commitment at this time to find the parking facilities needed for a STOL operation. Transport Canada officials have verbally stated that he is not prepared to make a commitment at this time, since actual parking requirements might vary significantly with the STOL carrier selected (depending, for example, on whether or not a special bus service is provided from downtown). A decision will therefore not be made until the CTC has held hearings and selected a carrier.

Recommendation: That the attached revised Memorandum of Understanding, which supercedes those previously submitted, be substituted for that referred to in the recommendations of my report dated May 12, 1981.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO ("CITY");

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

REPRESENTED HEREIN BY THE MINISTER OF TRANSPORT
("MINISTER"); AND

THE TORONTO HARBOUR COMMISSIONERS ("COMMISSIONERS");

PREAMBLE:

WHEREAS:

- (a) the City owns certain lands shown in the attached Schedule "A" ("City Lands") situated at the Toronto Island Airport ("Airport"); and
- (b) by virtue of an agreement for financial assistance dated the 10th of November 1937 between the Minister and the City, the Minister undertook to provide funds for the construction, etc... of the Airport and also an airport at Malton, subject to certain terms and conditions including, *inter alia*, the City setting aside of sites described in clause 14 thereof, to be maintained by the City for the purpose of establishing permanent public airports; and (c) the City undertook to set aside such sites and to maintain them for the purpose of permanent public airports; and
- (d) the City also undertook not to sell or convert the said sites for any other purpose without the consent in writing of the Minister, first had and obtained; and
- (e) the financial assistance set out in the aforementioned agreement of 10 November 1937 was increased by virtue of agreements dated the 18 September 1939 and 12 April 1940 subject to the same terms, covenants, provisos and conditions as in the 10 November 1937 agreement; and
- (f) the financial assistance required to be given by the Minister under the aforementioned agreements was given in full to the City; and
- (g) by an agreement dated 22 February 1957 between the City, the Minister and the Commissioners, the City agreed to grant and convey unto the Minister for the sum of \$1.00 with good and valid title free from all encumbrances the lands comprised in the Toronto International Airport ("Malton"), so called, together with all improvements thereon and therein; and
- (h) by virtue of the same agreement of 22 February 1957 the Minister undertook the construction of certain works and installations including a hangar at the Island Airport, so called, as set out in clause 2 of the said agreement; and

- (i) *by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964 between the same parties, the Commissioners agreed to lease to the Minister for a term of 25 years, renewable at option of Minister for a further term of 25 years or for such lesser term as Minister may determine, such area of land owned by the Commissioners and comprised in the Island Airport as the Minister required for the erection and maintenance of the hangar provided for in paragraph (e) of clause 2 of the 22 February 1957 agreement, and*
- (j) *by virtue of the same agreement of 22 February 1957 as amended by the agreement of 10 June 1964, the Minister undertook to lease to the Commissioners the right and privilege to use and occupy the aforementioned hangar for a term of 25 years at an annual rent computed at 4% of cost of the hangar and that upon expiration of such term or renewal thereof title to the hangar will be transferred to the Commissioners for the sum of \$1.00; and*
- (k) *by virtue of a lease agreement dated 30 June 1962 between the City and the Commissioners, the City leased to the Commissioners certain City lands therein described and situated at the Island Airport site for a term of 21 years from the 1st day of July 1962 subject to certain terms and conditions therein contained; inter alia, that the leased premises be used for the purpose of a permanent public airport only; and*
- (l) *by virtue of the same lease agreement of 30 June 1962 the Commissioners agreed, inter alia, to convey for the sum of \$1.00, for parks and aquatic purposes only, the lands owned by the Commissioners and situated at the Island Airport site and shown in Schedule "A" ("Commission Lands"), to the City if requested in writing by the City, if at any time the Commissioners cease to operate a permanent public airport on any part of the Island Airport or if the Commissioners declined to renew the said lease agreement or any renewal thereof; and*
- (m) *the Minister owns certain lands situated on the Toronto Island adjacent to the Airport, shown in Schedule A ("Federal Lands"); and*

WHEREAS:

- (n) *the City, the Commissioners and the Minister agree that it is desirable that a permanent public airport shall continue to be operated at the Island Airport site for general aviation and limited commercial S.T.O.L. operations; and*
- (o) *the City has expressed concern that unless the Island Airport operations are made subject to certain conditions, its use as a permanent public airport for general aviation and limited commercial S.T.O.L. operations may not be compatible with the City's stated environmental requirements; and (p) the City, the Minister and the Commissioners agree that the Island Airport operations should to the greatest extent possible not be incompatible with the City's stated environmental requirements;*

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

THE CITY,

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

1. *to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;*
2. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister;*
3. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;*
4. *to terminate the 30 June 1962 lease between the City and the Commissioners which termination shall have effect upon the entering into of a new lease of the City lands at the Airport to the Commissioners ("City lease"), such lease:*
 - (a) *to be for a nominal rent;*
 - (b) *to be for a term of 50 years on a net lease basis;*
 - (c) *to impose on the Commissioners the obligation to operate the Airport in compliance with certain conditions set out in section 14(d) of this Memorandum;*
 - (d) *to include an appropriate mechanism for the curing of any breach before any right to terminate will accrue to the City. This would include the right for the Commissioners to cure the breach within a period of 90 days from the date of receipt of a written notice of breach from the City. A copy of such notice shall be forwarded at the same time to the Minister by the City;*
 - (e) *to include a provision whereby the City agrees that notwithstanding section 4(d) of this Memorandum any breach of the conditions set out in section 14(d) of this Memorandum which occurs prior to January 1, 1982 shall not give the City any right of termination;*
 - (f) *to include a clause whereby the City agrees to the assignment of the lease to the Minister in the event that:*

- (i) *the Commissioners fail to cure a breach of the conditions set out in the lease within a period of 90 days from the date of receipt of a written notice as provided in 4(d);*
- (ii) *the City or the Commissioners, because of lack of funding, indicates in writing to the Minister that it no longer wants to be financially responsible for Airport operations;*
- (iii) *a period of one year has expired from the date when notice in writing from the Commissioners was received by the City, whereby the Commissioners indicated that they no longer wished to operate the Airport;*
- (iv) *the Minister requests, in writing, an assignment of the lease for any other reason.*
- (g) *to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;*
- 5. *to permit the necessary navigational and landing aids and equipment or structures required for air traffic services to be constructed, installed and maintained in and around the City lands;*
- 6. *that in the event that an amendment to the Toronto Harbour Commissioners Act is necessary to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, from the effective date of the new lease and until such time as such amendment is in force, the Commissioners shall operate the Airport for and at the expense of the City;*
- 7. *to permit the construction and maintenance of parking and other airport-related facilities in accordance with the Official Plan Part II for Harbourfront, or official plans for adjacent areas as will be amended to provide for such facilities, at a location acceptable to the City, the Commissioners, the Minister and Harbourfront Corporation and designed to their satisfaction;*
- 8. *(not used);*
- 9. *to consent to the Commissioners sub-letting to Metropolitan Toronto for parks and recreation purposes that portion of the City lands included within the lands shown on Schedule "A" as "Park Lands";*

THE COMMISSIONERS,

hereby agree and undertake, subject to the approval of the appropriate bodies where such approval is required:

10. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Minister to the extent that such obligations are yet to be fulfilled by the Minister, save and except the obligation of the Minister to transfer to the Commissioners title to the hangar for the sum of \$1.00, which transfer shall take place at a time to be mutually determined, and in any event no later than June 14, 1987;*
11. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;*
12. *that in the event that an amendment to the Toronto Harbour Commissioners Act is necessary to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, the Commissioners agree to support a recommendation by the Minister to Parliament for such amendment;*
13. *that from the effective date of the City lease, and until such time as the amendment of the Toronto Harbour Commissioners Act, if required, is in force, to operate the Airport for and at the expense of the City;*
14. *to agree to the termination of the 30 June 1962 lease between the City and the Commissioners, which termination shall have effect upon the entering into of the City lease, such lease:*
 - (a) *to be for a nominal rent;*
 - (b) *to be for a term of 50 years on a net lease basis;*
 - (c) *to provide that in the event that:*
 - (i) *the Minister indicates in writing to the Commissioners and the City that the Commission lands are no longer required for public airport purposes; and*
 - (ii) *the Minister in consultation with the Commissioners determines that the Commission lands are no longer required for public harbour purposes,*

the City shall have the option of purchasing the Commission lands for fair market value;
 - (d) *to contain provisions whereby the Commissioners will:*
 - (i) *not construct or permit to be constructed additional runways or extensions to existing runways;*
 - (ii) *not construct or permit to be constructed a bridge or vehicular tunnel providing access between the mainland and the airport site;*

- (iii) *agree that the lands comprising the airport site will be contained and restricted from expansion beyond the boundaries of the lands now owned by the Minister, the Commissioners and City, excepting such expansion as may occur from natural causes;*
- (iv) *not permit jet-powered aircraft to operate to and from the airport with the exception of medical evacuations and other emergency use required, and during the period of the annual CNE airshow;*
- (v) *not permit aircraft generating excessive noise levels to operate to and from the Airport, with the exception of medical evacuations, other emergency use, and during the period of the annual CNE airshow;*

for the purposes of this subsection and subsection (vii), aircraft generating excessive noise levels shall be determined by reference to the most current issue of the United States Federal Aviation Authority advisory circular listing of estimated maximum 'A' - weighted sound levels for airplanes at part 36 appendix 'C' locations, and shall include all aircraft types listed as having either an estimated dBA on approach of greater than 84 or an estimated dBA on takeoff greater than 74. In the event that an aircraft type is not listed, then its noise level shall be determined by reference to listed data on aircraft of equivalent type, performance level, and installed power level or information equivalent to that provided in the above circular which is deemed to be satisfactory by the City;

- (vi) *regulate the overall frequency of aircraft movements such that the area within the 28 N.E.F. contour does not extend beyond the area within the present official 25 NEF contour for 1990.*
- (vii) *inform City Council each month of all landings by any jet aircraft or aircraft generating excessive noise, reporting, where applicable, on the nature of the medical evacuations or other emergencies involved and on the penalties imposed;*
- (e) *to contain a provision whereby the Commissioners will request the Minister to ensure publication of the conditions specified in d(iv) and d(v) above in the relevant aeronautical information publications.*
- (f) *to include a clause whereby the Commissioners agree to the assignment of the lease to the Minister in the event that:*

- (i) *the Commissioners fail to cure a breach of the conditions set out in the City lease within a period of 90 days from the date of receipt of a written notice as provided in 4(d);*
 - (ii) *the City or the Commissioners, because of lack of funding, indicates in writing to the Minister that it no longer wants to be financially responsible for Airport operations;*
 - (iii) *a period of one year has expired from the date when notice in writing from the Commissioners was received by the City, whereby the Commissioners indicated that they no longer wished to operate the Airport;*
 - (iv) *the Minister requests, in writing, an assignment of the lease for any other reason.*
- (g) *to contain a provision whereby the Commissioners will impose landing charges or rates, amounting to not less than \$5,000, in each instance, whenever any aircraft lands in contravention of the terms contained in clause 14(d);*
- (h) *to contain such other terms and conditions not inconsistent with the above or the purposes of this Memorandum of Understanding as may be considered necessary;*
15. *agree that insofar as any person may request them to consent to sub surface easements under the Commission lands or the City lands such consent shall not be unreasonably withheld, subject to the Commissioners' right to determine the most appropriate location of such easements, and subject to the Commissioners receiving adequate compensation;*
16. *to sublet to Metropolitan Toronto for a sum of \$1.00 for parks and recreation purposes that portion of the City lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;*
17. *to lease to Metropolitan Toronto for the sum of \$1.00, for parks and recreation purposes, that portion of the Commission lands included within the Park lands shown on Schedule "A", provided that Metropolitan Toronto indemnifies and saves harmless the Commissioners from all costs, claims, charges, expenses and liabilities which may arise out of such sub-letting;*
18. *to enter into a lease with the Minister for those parcels of land owned by the Federal Government adjacent to the Airport as shown on the attached Schedule "A" ("Federal Lands") under such terms and conditions as may be agreed upon subject to the inclusion in such lease of the following:*

- (a) *a provision whereby the Commissioners agree not to amend the lease that it will execute with the City for the City lands without first obtaining the written consent of the Minister;*
- (b) *a provision whereby the Commissioners agree to assign their lease for the City lands to the Minister upon request in writing from the Minister;*
- (c) *a provision whereby the Commissioners agree that in the event they cease to operate the Commission lands for permanent public airport purposes, the Minister shall have the right to a lease of the Commission lands for a nominal sum, for as long as they are required for public airport purposes;*
- (d) *a provision whereby the Commissioners agree not to use the Federal lands for any purpose which would be inconsistent with the operation of the Airport or which would in any way interfere with the safe or efficient operation of the Airport;*
- (e) *a provision for the payment of rental of \$1.00 (per annum);*
- (f) *a provision whereby the term of the lease shall be for 50 years;*
- (g) *a provision whereby the Commissioners agree to permit the installation of landing aids, navigational aids, or equipment or structures for air traffic services, on the Federal lands if deemed necessary by the Minister.*

THE MINISTER,

hereby agrees and undertakes, subject to the approval of the appropriate bodies where such approval is required:

- 19. *to waive all of the obligations imposed by the 10 November 1937 agreement as amended by the 18 September 1939 and 12 April 1940 agreements on the City to the extent that such obligations are yet to be fulfilled by the City;*
- 20. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the City to the extent that such obligations are yet to be fulfilled by the City;*
- 21. *to waive all of the obligations imposed by the 22 February 1957 agreement as amended by the 10 June 1964 agreement on the Commissioners to the extent that such obligations are yet to be fulfilled by the Commissioners;*
- 22. *to amend the existing licence or to issue a new licence for the Airport, taking into consideration the environmental concerns of the City, and addressing the concerns expressed in clause 14 (d) (iv), (v) and (vi) of this Memorandum of Understanding to the extent possible in the exercise of his power over aeronautics;*

23. *upon request of the Airport operator, to ensure that the conditions in clauses 14 (d) (iv) and 14 (d) (v) of this Memorandum of Understanding will be published in all relevant aeronautical information publications;*
24. *to provide the City and the Commissioners, at their request, with noise exposure contours based on the 95 percentile level of actual movements, this percentile level to be calculated using the same method as used in the noise exposure forecast procedure of Transport Canada and supporting documentation:*
 - (a) *as soon as data are available following the end of the first calendar year during which limited commercial STOL operations are taking place; and*
 - (b) *as soon as data are available following the end of any subsequent calendar year during which the number of general aviation aircraft movements or the number of STOL aircraft movements has increased;*
25. *to use his best efforts and if necessary recommend to Parliament for appropriation to obtain funds equal to the amount of the outstanding losses of the Commissioners, in constant June 1981 value dollars, which were incurred during the period 1975-1981 in the operation of the Airport. It being understood that such losses shall not include interest nor any assignment of general harbour overhead costs to the Airport costs;*
26. *in the event that an amendment is required to the Toronto Harbour Commissioners Act to enable the Commissioners to operate an airport on their own behalf or on behalf of the Federal Government, to recommend to Parliament that the Toronto Harbour Commissioners Act be amended accordingly;*
27. *to lease to the Commissioners the Federal Lands for the sum of \$1.00 for a period of fifty years;*
28. *to seek appropriate funding for the capital costs associated with continued use of the Airport for general aviation purposes such as:*
 - site improvements and security,*
 - runways and associated taxiways,*
 - utilities and drainage,*
 - field lighting, and*
 - terminal building;*
29. *to seek appropriate funding for the costs associated with provision of the air navigation system and air traffic services; and*
30. *to seek funding to offset any deficit that may be incurred by the airport operator in the future operation of the Airport, such funding to be paid quarterly in advance, except for the fourth quarter which shall only be paid subject to audit and review of*

audit by the Minister. (The term 'deficit' does not include any costs associated with the capital cost and operation and maintenance costs for the provision of air navigation and air traffic services.) This funding is subject to the airport operations being conducted in an efficient and businesslike manner aimed at meeting the overall objective of full cost recovery, and subject to review of audit by the Minister. For such purposes the airport operator will implement all directions given by the Minister, if any, with respect to the setting of airport charges or airport user fees, except as provided elsewhere in this Memorandum of Understanding.

31. *to join in the City lease whereby the Minister agrees that in the event that the City lease is assigned to him, he will be bound by the conditions set out in clause 14(d), and that in the event that the Airport site is no longer required for public airport or public harbour purposes, to convey the Federal Lands to the City for a nominal sum.*

THE THREE PARTIES,

hereby agree and undertake, subject to the approval of the appropriate bodies where such approval is required:

32. *that if either the Commissioners or the City, because of lack of funding as required in clause 30, indicates in writing to the Minister and to the other party that it no longer wants to be financially responsible for Airport operations, then either:*

- (a) the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:*
 - (i) shall take an assignment of the City lease, and*
 - (ii) shall lease the Commission lands from the Commissioners for a nominal sum, for as long as they are required for public airport purposes; and*
 - (iii) shall accept from the Commissioners a surrender of the lease for the Federal lands;*

or:

- (b) if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.*
33. *that if the Commissioners fail at any time to cure a breach of the conditions of the City lease within 90 days of the receipt of written notice from the City of such breach, then either:*

- (a) *the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:*
 - (i) *shall take an assignment of the City lease; in such case, the Minister shall have a period of 90 days from the effective date of the assignment in order to cure the breach with reasonable dispatch; and*
 - (ii) *shall lease the Commission lands from the Commissioners for a nominal sum, for as long as they are required for public airport purposes; and*
 - (iii) *shall accept from the Commissioners a surrender of the lease for the Federal lands;*

or:

- (b) *if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.*

34. *that if at any time the Commissioners indicate by notice in writing to the Minister and the City that they no longer wish to operate the Airport, the obligation of the Commissioners to operate the Airport shall continue for one calendar year from the date of receipt of the notice, upon the expiration of which either:*

- (a) *the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:*
 - (i) *shall take an assignment of the City lease, and*
 - (ii) *shall lease the Commission lands from the Commissioners for a nominal sum, for as long as they are required for public airport purposes; and*
 - (iii) *shall accept from the Commissioners a surrender of the lease for the Federal lands;*

or:

- (b) *if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.*

35. *that if the Minister requests, in writing, an assignment of the City lease, then either:*

- (a) *the Minister shall take over the operation of the Airport and operate it for as long as he deems appropriate or until the end of the term of the City lease, whichever occurs first, and at such time and for such purposes the Minister:*
 - (i) *shall take an assignment of the City lease, and*
 - (ii) *shall lease the Commission lands from the Commissioners for a nominal sum, for as long as they are required for public airport purposes; and*
 - (iii) *shall accept from the Commissioners a surrender of the lease for the Federal lands;*

or:

- (b) *if the Minister does not take over the operation of the Airport as provided in (a), the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.*
36. *assignment of the City lease to the Minister shall be made subject to the following conditions:*
- (a) *the assignment shall confer on the Minister all of the rights of the Lessee;*
 - (b) *the Minister shall be bound to observe in the operation of the Airport those conditions set out in clause 14(d);*
 - (c) *the assignment shall not include any outstanding liabilities of the Lessee or Lessor incurred in the operation of the Airport;*
 - (d) *except as provided under (b), the assignment shall not include any obligations which the Minister may not statutorily be able to undertake, nor will it include any provisions whereby the Minister becomes subject to provincial or municipal laws, regulations, or by-laws which do not ordinarily bind him;*
 - (e) *the assignment shall include an indemnity clause whereby the Minister shall agree to indemnify and save harmless the City from all costs, claims, charges, expenses and liabilities incurred as a result of any action, suit or other legal proceeding brought or instituted by any person against the City and arising from the operation of the Airport by the Minister;*
 - (f) *the Commissioners shall not be liable for any breach of the conditions contained in the City lease which occurs after the assignment of said lease to the Minister.*
37. (a) *where the Minister has taken over the operation of the Airport, he shall have the right to close down the Airport at any time, and the City lands shall revert to the City.*

- (b) *where the Minister has taken over the operation of the Airport pursuant to clause 33(a) but does not cure the breach within the time period allowed therein, the City shall have the right to terminate the City lease and the Airport shall be closed as soon as reasonably possible, and the City lands shall revert to the City.*
- (c) *where the Minister has taken an assignment of the City lease and receives notice in writing from the City that he is in breach of a condition of the lease, and fails to cure the breach within a period of 90 days from the date of receipt of said notice, the City shall have the right to terminate the lease, and the Airport shall be closed as soon as reasonably possible and the City lands shall revert to the City.*
38. *that where the Minister decides to take over the operation of the Airport under any of the Clauses 32(a), 33(a), 34(a), or 35(a) and so indicates in writing to the Commissioners, the Commissioners shall lease the Commission lands to the Minister for a nominal sum for as long as they are required for public airport purposes.*
39. *Notwithstanding clause 33(a) where the Minister takes over the operation of the Airport as a result of the failure on the part of the Commissioners to cure a breach of clause 14(g), in that the Commissioners have failed to impose landing charges or rates on a person(s) who has violated the conditions imposed by clause 14(d), there shall not be any obligation on the Minister to cure such breach, and the Airport may be operated by the Minister as if no breach had occurred.*

Minister of Transport

*Member of the Executive Committee
of the City of Toronto*

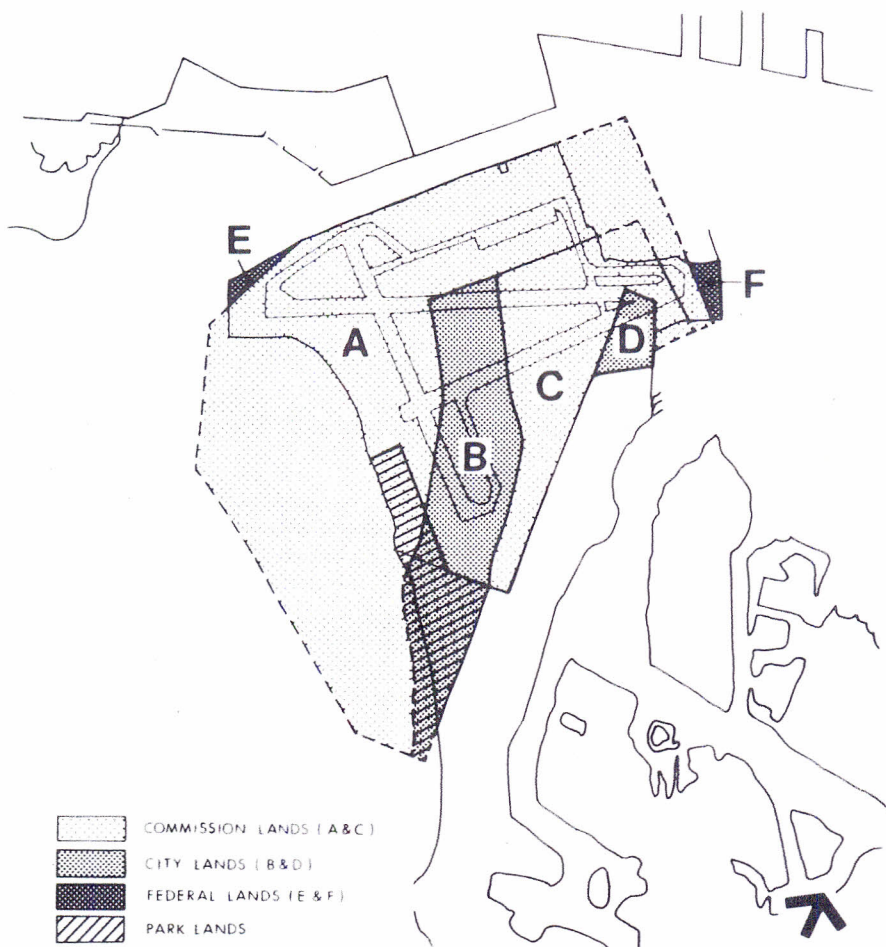
*Commissioner,
Toronto Harbour
Commissioners*

Deputy City Treasurer

*Secretary,
Toronto Harbour
Commissioners*

SCHEDULE A

(FOR PURPOSES OF INFORMATION ONLY : FOR ACCURATE
DESCRIPTION OF THESE PROPERTIES, REFERENCE SHOULD
BE MADE TO APPROPRIATE REGISTERED PLANS.)



Appendix II

Draft

TRANSPORT CANADA

CIVIL AERONAUTICS

AIRPORT LICENCE

June 3, 1981

Name of Airport

Toronto Island

Geographical Position of Airport

43 degrees 38' N 79 degrees 24' W

Name and Address of Licencee

*Toronto Harbour Commissioners
Toronto, Ontario*

The Minister of Transport in the exercise of his powers under the Air Regulations made pursuant to Part I of the Aeronautics Act, hereby licences the above-named airport.

- 1. The licensee shall notify the Minister, in writing, of any change at this airport in class or level of commercial air service as defined in the Air Carrier Regulations made under Part II of the Aeronautics Act.*
- 2. Changes in the physical characteristics of the airport, including the erection of new buildings or structures and alterations to existing buildings or structures or to visual aids shall not be made without the prior written approval of the Minister.*
- 3. The licensee shall notify the Minister, in writing, of any significant change in the surface of the landing area or in the obstruction characteristics of the approach, take-off or circuit both on, adjacent to, or in the vicinity of the airport.*
- 4. This licence shall remain in force until it is varied, suspended or cancelled by the Minister in accordance with the Air Regulations made pursuant to Part I of the Aeronautics Act.*
- 5. The licensee shall maintain an airport operations manual approved by the Minister, and shall ensure that the airport is operated at all times in accordance with the requirements and procedures therein, being the conditions of licence as if set out in full herein.*

6. *Type of operations authorized:*

(X) Day (X) Night (X) IFR (X) VFR

7. *Classification of Licence:*

() Private (X) Public

ADDITIONAL LICENSING CONDITIONS

1. *Except for medical evacuations and other emergency use, aircraft estimated to generate noise levels in excess of 84 dBA on approach, or 74 dBA on takeoff at the measuring points specified in the U.S. Federal Air Regulations, Part 36, Appendix C are prohibited from using the airport.*
2. *Aircraft and aircraft operations are otherwise limited in type and number such that the 28 Noise Exposure Forecast (NEF) contour at no time extends beyond the present official 25 NEF contour (see attached noise contour map.)*
3. *Right hand circuits only on runway 08 and 15.*
4. *IFR operations permitted RWy 08-26 only with operative MLS.*
5. *Private non-TC standard VASIS, not flight checked.*

Date

For the Director General,
Civil Aeronautics

His Worship the Mayor, seconded by Alderman Beavis, moved that this Clause be amended by striking out recommendation No. 1 of the Executive Committee and inserting in lieu thereof the following:

- "1. That the revised Memorandum of Understanding appended to the report (dated June 3, 1981) from the Commissioner of Planning and Development be amended by adding at the end of Clause 30 the words 'except as provided elsewhere in the revised Memorandum of Understanding'; that as so amended, the form of the Memorandum of Understanding be approved; and that the City Solicitor prepare the Agreements requested by Council on the basis of such Memorandum of Understanding."

Alderman Sheppard, seconded by Alderman Thomas, moved that the following be added to Clause 22 in the Memorandum of Understanding:

- 22A. "to waive his rights and privileges of expropriation of the lands comprising the Toronto Island Airport for the 50 year term of the lease described above."

Upon the question that the motion of Alderman Sheppard be adopted; it was lost on the following division of votes:

Yeas: Alderman White, Sheppard, Reville, Heap, Pantalone, Gilbert, Thomas and Johnston -8.

Nays: His Worship the Mayor and Aldermen Beavis, Piccininni, Rowlands, Korwin-Kuczynski, O'Donohue, Boytchuk, Grys, Clifford, Paton, Gee, Chong and Kanter -13.

Upon the question that the motion of His Worship the Mayor be adopted; it was carried unanimously as follows:

Yeas: His Worship the Mayor and Aldermen Beavis, Piccininni, Rowlands, Korwin-Kuczynski, O'Donohue, Boytchuk, Grys, Clifford, Paton, Gee, Chong, Kanter, White, Sheppard, Reville, Heap, Pantalone, Gilbert, Thomas and Johnston -21.

Nays: 0.

Upon the question that this Clause as amended be adopted; it was carried on the following division of votes:

Yeas: His Worship the Mayor and Aldermen Beavis, Piccininni, Rowlands, Korwin-Kuczynski, O'Donohue, Boytchuk, Grys, Clifford, Paton, Gee, Chong and Kanter -13.

Nays: Aldermen White, Sheppard, Reville, Heap, Pantalone, Gilbert, Thomas and Johnston -8. June 4, 1981.

Respectfully submitted,

ARTHUR C. EGGLETON, (Mayor)
Chairman.

COMMITTEE ROOM,
Toronto, May 29, 1981.

(Adopted, as amended, by City Council on June 4, 1981.)