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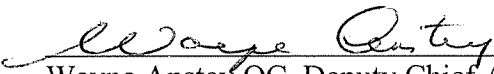
PO Box 1749  
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**Halifax Regional Council**  
**December 12, 2006**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
Dan English, Chief Administrative Officer

  
\_\_\_\_\_  
Wayne Anstey QC, Deputy Chief Administrative Officer - Operations

**DATE:** November 29, 2006

**SUBJECT:** **Halifax International Airport Authority MOU**

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### **ORIGIN**

This report originates as a result of a request for assistance from HIAA in meeting the terms of their ground lease with Transport Canada.

### **RECOMMENDATION**

It is recommended that Regional Council:

1. Approve the execution by the Mayor and Clerk of the MOU with Halifax International Airport Authority attached as Appendix A.

## **BACKGROUND**

As part of the transition of the Airport to the HIAA from Transport Canada, a ground lease was entered into between HIAA and Transport Canada dated February 1, 2000. It requires the Authority to enter into an agreement, arrangement or understanding which ensures that development on the Airport lands is consistent with the Authority's approved land use plan and is in harmony with the municipality's overall planning, that the municipality is obligated to provide municipal services and the corresponding obligation of the Airport to pay for such services, that the Airport is obligated to comply with all provincial and municipal construction codes to the extent possible, and the obligation for the municipality correspondingly to administer and apply such codes, and finally to provide for a dispute resolution mechanism.

## **DISCUSSION**

As part of the Regional Planning project, HIAA were consulted by planning staff with respect to the current and future needs of the Airport, which needs were addressed to the satisfaction of the HIAA. In the draft MOU attached as Appendix A, which draft meets the requirements of the Transport Canada Ground Lease, HIAA has committed to ensuring that the development at the Airport will be consistent with the municipality's planning documents. It also commits the Municipality and the Airport to working together with respect to future planning decisions. And in particular, with respect to development near the airport that would impact the operation of the Airport, there is a commitment to work toward the creation and implementation of appropriate planning processes that would protect the Airport against incompatible land uses that would restrict its operation and growth.

With respect to municipal services, it commits the municipality to continuing to provide such services that are required to be provided at the rates agreed upon. It further commits the Airport to compliance to the extent possible with all applicable codes.

Finally the agreement does provide for a dispute resolution process in the event that issues arise in respect of any of these matters.

These commitments are all consistent with the Municipality's recognition of the important social and economic role that the HIAA plays in making HRM a vibrant and economically health community and therefore execution of the MOU is recommended by staff.

## **BUDGET IMPLICATIONS**

None

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

N/A

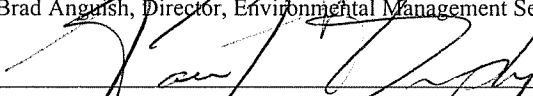
**ATTACHMENTS**

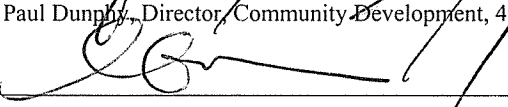
Appendix A - Draft MOU

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: M.E. Donovan, Director, Legal Services, 490-4226

Report Approved by:   
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Report Approved by:   
Paul Dunphy, Director, Community Development, 490-4933

Report Approved by:   
Catherine Sanderson, Sr. Manager, Financial Services, 490-1562

## MEMORANDUM OF UNDERSTANDING

Between:

The Halifax Regional Municipality  
("the Municipality")

- and -

Halifax International Airport Authority  
("the Authority")

WHEREAS:

- A. Pursuant to a Ground Lease between the Authority and Her Majesty the Queen in Right of Canada dated February 1, 2000, (the "Ground Lease") the Authority is to enter into an agreement, arrangement or understanding intended to ensure that development on that part of the Halifax International Airport lands located within the Municipality boundaries will be consistent with the Authority's Approved Land Use Plan (as defined in the Ground Lease) and in harmony with the Municipality's overall planning;
- B. The Municipality views the Authority as a significant contributor to the maintenance and expansion of economic activity in and around the Municipality and wishes to support the Authority in its plans to expand, improve and develop the Halifax International Airport;
- C. The Authority and the Municipality wish to record their understandings with respect to development of that part of the Airport lands and lands within the vicinity of the airport located within the Municipality boundary.

THEREFORE the parties agree:

- 1. Development at the Airport shall be consistent with the Authority's Approved Land Use Plan. The Approved Land Use Plan may be amended following consultation with the Municipality and any other applicable stakeholders, and with the consent of the Minister of Transport.
- 2. The Municipality and the Authority shall work toward the creation and implementation of appropriate planning processes and procedures of general application to be followed for development at the Airport undertaken by the Authority or any other occupier of the Airport, as if the Airport were a property other than a federal public property.
- 3. The Municipality and the Authority shall work toward the creation and implementation of appropriate planning processes and procedures of general application to be followed for the development of lands in the vicinity of the Halifax International Airport in order to protect against incompatible land uses which would restrict the operation and growth of the airport.

4. The Municipality shall continue to provide such municipal services to the Airport and its occupiers as the Municipality is required in law to provide, unless otherwise agreed between the Municipality and the Authority.
5. The Authority shall pay for such municipal services as it is required by law to pay, unless otherwise agreed between the Municipality and the Authority.
6. The Authority shall comply, and shall, to the extent possible, ensure compliance by all occupiers of the Airport, with provincial and municipal construction and other codes, regulations and by-laws affecting the health, safety, security, convenience and welfare of inhabitants or occupiers of buildings and structures, to the extent that such codes regulations and by-laws are applicable and do not prejudice the use or operation of the Airport lands, in which case the National Building Code and National Fire Code shall apply.
7. The Municipality shall, to the extent it is required by law to do so, administer the applicable provincial and municipal construction and other codes, regulations and by-laws affecting the Airport lands, unless otherwise agreed by the parties.
8. In the event that a dispute arises between the Authority and the Municipality with respect to anything contained in this Memorandum of Understanding, the parties agree to conduct joint meetings and to negotiate in good faith to develop and agree upon a dispute resolution process, as is appropriate in the circumstances, and to work together in good faith to resolve any such disputes.
9. This Memorandum of Understanding is evidence of the parties' intentions and the parties shall evidence any agreements in writing, signed by each of them.

HALIFAX INTERNATIONAL AIRPORT  
AUTHORITY

THE HALIFAX REGIONAL MUNICIPALITY