By-law No. 70 -2014


WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 C. 25 as amended, states that; 'Powers of a natural person – A Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act';

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into and execute an agreement with the Township of North Huron, in relation to zoning provisions for the Airport Lands and also adopt Guidelines for the lands surrounding the Airport;

AND WHEREAS, The Council of the Municipality of Morris-Turnberry hereby authorizes to enter into an agreement with the Township of North Huron; in relation to zoning provisions for the Airport Lands and also adopt Guidelines for the lands surrounding the Airport;

NOW THEREFORE, the Council of the Municipality of Morris-Turnberry enacts as follows:

1.0 That the Council of the Municipality of Morris-Turnberry hereby agree to enter into an agreement with the Township of North Huron in relation to zoning provisions for the Airport Lands and also adopt Guidelines for the lands surrounding the Airport;

2.0 That the Municipality of Morris-Turnberry hereby enters into an agreement with the Township of North Huron, in accordance with the agreement attached hereto, as Schedule ‘A’ and ‘B’;

3.0 That the Mayor and Clerk be hereby authorized to sign and execute the by-law;

4.0 This By-law shall come into full force and effect upon the 21st day of October, 2014;

5.0 This By-law may be cited as the amendment to the “The Richard LeVan airport Agreement By-law”.

Read a first, second, and third time and finally passed this 21st day of October, 2014.

Mayor, Paul Gowing

Clerk, Nancy Michie
AGREEMENT

THIS AGREEMENT dated as of the 21st day of October, 2014.

BETWEEN:

THE MUNICIPALITY OF MORRIS-TURNBERRY
(hereinafter referred to as "Morris-Turnberry")

— and —

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter referred to as "North Huron")

WHEREAS Morris-Turnberry is in the process of enacting a comprehensive zoning by-law (the "Zoning By-law") to regulate land use throughout its geographic limits;

AND WHEREAS North Huron owns and operates the Richard W. LeVan Airport (the "Airport"), which is situated at 40647 Amberley Road, within Morris-Turnberry;

AND WHEREAS Morris-Turnberry and North Huron (collectively, the "Municipalities") wish to provide for zoning provisions on and in the vicinity of the lands comprising the Airport in order to promote its effective operation;

AND WHEREAS the effective operation of the Airport is of economic benefit to both of the Municipalities;

AND WHEREAS this Agreement is intended to be consistent with Federal legislation, standards and Regulations, including the Aeronautics Act R.S.C., 1985, c. A-2;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein the parties hereto agree as follows:

1. Morris-Turnberry agrees that it shall, subject to its obligations under the Planning Act, enact zoning provisions for the Airport lands, and also adopt Guidelines for the lands surrounding the Airport in the form attached hereto as Schedule "A" and "B" (the "Airport Regulations"), respectively.

2. North Huron agrees that if the Airport Zoning Regulations are appealed to the Ontario Municipal Board or are challenged before any other tribunal or court, Morris-Turnberry shall have the option to assume the defence of the Airport Regulations, and shall be fully responsible for the carriage and settlement of that defence. Morris Turnberry agrees to collaborate with North Huron prior to defending and/or finalizing any settlement arising from a challenge.

3. North Huron shall compensate Morris-Turnberry for any and all reasonable costs incurred by Morris-Turnberry in defense of the Airport Regulations. Morris-Turnberry shall not be required to bear any cost or expense thereof, unless Morris-Turnberry proceeds to defend a challenge on its own initiative, after North Huron had advised that a defense should not be pursued.
4. North Huron shall fully indemnify Morris-Turnberry against any third party liability in relation to a challenge of the Airport Regulations or a related civil action, including any liability for costs and/or damages.

5. North Huron agrees that it shall, to the extent requested, cooperate with Morris-Turnberry in Morris-Turnberry’s defence of the Airport Regulations.

6. This Agreement shall enure to the benefit of and be binding upon the Municipalities, their respective successors and assigns.

7. None of the provisions of this Agreement are intended to operate, nor shall have the effect of operating, in any way to fetter the Councils of Morris-Turnberry or North Huron in the exercise of any of Councils’ legislative, quasi-judicial or discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend and repeal by-laws, to adopt, amend and rescind Official Plan amendments, and to sell any municipally owned land.

8. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.

9. This Agreement may be delivered by facsimile or my email in PDF format and such delivery shall constitute a duly executed original.

IN WITNESS WHEREOF the Municipalities have executed this Agreement by the hands of their duly authorized signing officers.

MUNICIPALITY OF MORRIS-TURNBERRY

per:

Name: [Signature]
Title: [Position]

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

per:

Name: [Signature]
Title: [Position]
The following provisions shall be added to the Zoning By-law in the appropriate locations:

1. There shall be an "Airport Lands" zone applied to the Airport Lands with the following permitted uses:

   The Airport Lands zone shall permit all aeronautic uses as well as uses that are related to, ancillary to or supportive of aeronautics uses, including without limitation the operation, repair, assembly, maintenance and storage of aircraft; flight schools; private clubs relating to aeronautics; offices for commercial aircraft or related companies; industrial and commercial uses that rely on aviation or on a location adjacent to an airport (including without limitation crop dusters, air taxis, air shipping, helicopter rides and aerial photographers); eating establishments, which shall, in the aggregate, be limited to a maximum of 800 sq. ft.; bulk fuel storage; airport administration and control buildings; parking lots; Temporary Accommodation related to aeronautics uses; aviation-related special events such as air shows; maximum of 4 underwing camping sites on the grass apron area; and Limited Agricultural Uses.

2. There shall be a definition for "Temporary Accommodation" as follows:

   Temporary Accommodation related to aeronautics uses shall be located wholly within the terminal building and for the express purpose of accommodating members of flight crews for layover and rest stops and during emergencies.

3. There shall be a definition for "Agricultural Use, Limited" as follows:

   Limited Agricultural Use shall include cropping of agricultural lands; however, farm buildings shall be prohibited.

4. The height regulations set out in the current Appendix 10 of the Zoning By-law shall form part of the Zoning By-law.
MORRIS TURNBERRY
APPENDIX 10: HEIGHT RESTRICTIONS AROUND RICHARD W. LEVAN AIRPORT

Legend
- County Highway
- Municipal Road
- Lot Boundary
- Obstacle Limitation Surfaces
  - Outer Surface (4,000m)
  - Runway Strip
  - Approach Surface
  - Transitional Surface East-West
- Approach Distance Separation Lines

Airport (See Section 1.24)

MAGNIFIED HEIGHT GUIDELINES IN PROXIMITY TO AIRPORT OPERATING AREA
Within the Airport Operating Area and located under the District, the maximum height guidelines in Appendix 10 to the height of buildings or structures permitted by the Township under certain conditions to the maximum height permitted by the Township, and the limitations under the maximum height guidelines. Before any new buildings or structures are permitted, an area height of 300 meters (984 feet) is limited to 300 meters (984 feet) above sea level (ASL).

1) In Area 1, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
2) In Area 2, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
3) In Area 3, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
4) In Area 4, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
5) In Area 5, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
6) In Area 6, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
7) In Area 7, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
8) In Area 8, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
9) In Area 9, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).
10) In Area 10, the maximum height of buildings or structures is 300 meters (984 feet) above sea level (ASL).

NOTE: In the Table of Financial Area, shown as Appendix 10 of the By-Law, height limits and areas are given to be the maximum permitted height of buildings due to their proximity to the Wingham-Morinwood boundaries, in order to maintain the impact of development on the area's environment and public safety. This is not a map.