

This Memorandum of Understanding is made effective this ____ day of _____, 2016.

Between:

PARKLAND COUNTY
(the "County")

-and-

PARKLAND AIRPORT DEVELOPMENT CORPORATION
("PADC")

-and-

TRANSPORT CANADA
("Transport Canada")

(collectively referred to as the "Parties")

Preamble

WHEREAS PADC became a certified airport located within Parkland County (the Airport), on April 28, 2015;

AND WHEREAS Transport Canada has regulatory authority over the Airport;

AND WHEREAS the operation of the Airport impacts adjoining property owners;

AND WHEREAS PADC and the County wish to have a coordinated approach to address matters involving operation of the Airport, including access to the Airport, required road upgrades, and storm water management of surface water originating on the Airport;

AND WHEREAS the fire services provided by the County is delivered by volunteers trained to deal with building and structure fires;

AND WHEREAS the Airport wishes to work with the County on key elements of the interface between the function of the Airport and the Municipality and its residents;

AND WHEREAS the Airport has a Transport Canada approved emergency management plan for the Airport.

NOW THEREFORE the Parties hereto wish to record their mutual understanding and intent, as follows:

1.0 Definitions

1.1 In this Memorandum of Understanding the following words and terms will have the following meanings:

- (a) "Aircraft" means aircraft as defined in the *Aeronautics Act*, R.S.C., 1985, c. A-2;
- (b) "Airport" means the Transport Canada certified airport owned by PADC located at 52111 Range Road 270 (Sandhills Road);
- (c) "Council" means the Council of the County;
- (d) "Dwelling" or "Dwellings" is defined in Parkland County's Land Use Bylaw No. 20-2009 to mean a building or a portion of a building containing one or more habitable rooms that constitute a self-contained living accommodation unit having sleeping, cooking and toilet facilities and intended as a permanent residence;
- (e) "Memorandum of Understanding" or "MOU" will mean this Memorandum of Understanding; and
- (f) "NFPA Standard" means a standard of the National Fire Protection Association.

2.0 Purpose and Intent of MOU

- 2.1 The Parties confirm that this MOU is not intended to be a legally binding agreement and does not create any legally binding obligations upon or between the Parties.
- 2.2 The Parties further acknowledge and agree that the primary purpose of this MOU is to establish a process and criteria to guide and coordinate expectations and interactions among the parties.

3.0 Actions Related to Parties' Interactions

- 3.1 The Parties acknowledge that Transport Canada is the regulatory body regarding the aeronautic matters related to the Airport and that by endorsing this MOU Transport Canada has not relinquished its authority, but does convey its support for the intention expressed in this MOU.
- 3.2 PADC acknowledges that the operation of the airport impacts nearby landowners, infrastructure, and services owned or provided by the County. To help address these impacts PADC will:
 - (a) Restrict flight paths travelled by all Aircraft using the Airport facilities such that those flight paths will avoid, except in an emergency, passing over Dwellings (at an altitude lower than XX?);
 - (b) Provide information about Airport operations to the County and to the adjacent community on a regular basis to provide information and education to both the general public of the County and nearby community members. This information shall be provided quarterly;

- (c) Hold an annual information community meeting between _____ and _____, in each year at _____, and provide notice of that meeting by _____;
- (d) Obtain safety codes permits and inspections from an accredited Alberta Safety Codes officer for all new construction at the Airport;
- (e) Provide to the County for review all as-built plans and any permits issued for those buildings and structures in existence at the date of this MOU. The purpose of providing this information is for assurance that such buildings and structures are properly constructed from the perspective of Alberta Building Code, Fire Codes and other applicable codes. The parties intend this to take place within 6 months of signing the MOU;
- (f) Participate with the County in:
 - i) Joint planning regarding growth of the County in the area of the Airport and future expansion of the Airport;
 - ii) Joint air quality monitoring with the County for ____ months, at locations in the County adjacent to boundary of the runway at the Airport;
 - iii) Joint noise monitoring within the County for ____ months, at locations adjacent or nearby to the runway at the Airport; and
 - iv) Sharing the costs of the noise and air quality monitoring on an equal basis within the County.

- (g) Provide to the County plans for all stormwater management facilities located at the Airport including those for retention and discharge for review by the County and to undertake any alterations requested by the County to any discharge facilities from onsite retention facilities at the Airport;
- (h) Obtain approval from the County for any access to the Airport from County roads;
- (i) Contribute to the costs of required road upgrades in the same manner as would any developer in the County. As the PADC does not require Development Permits from the County, the County will request contribution from PADC to the costs of upgrading Range Road 270 or other roads used to provide access to the Airport. Any such request will be based upon the benefit estimated by the County to be received by the Airport from the upgrading project;
- (j) Advise the County as far in advance as possible of events or development that could impact the County and its residents; and
- (k) Follow through on promises made to the community in its pre-development consultations.

3.3 To help address the integration and adequate servicing of the Airport, the County will:

- (a) Request input from PADC regarding the air quality and noise monitoring in particular the locations for the equipment, following which the County will install the air quality and noise monitoring equipment, share the results with PADC and request contribution of 50 percent of the costs of that monitoring from PADC;

- (b) Share with PADC the County's storm water drainage plans that could affect the Airport and work with PADC to incorporate their needs into the County's plans;
- (c) Consult with PADC regarding any intended or anticipated road upgrade projects for which PADC will be asked to contribute a portion of the cost;
- (d) Provide stand-by firefighting support to the Airport for structure fires only. The County fire service does not train to NFPA 1003 (Standard for Airport Fire Fighter Professional Qualifications), NFPA 402 (Aircraft Rescue and Fire-Fighting Operations) or 403 (Standard for Aircraft Rescue and Fire-Fighting Services at Airports) and cannot be expected to respond to those events.
- (e) Make its Fire Inspectors available to inspect the structures to confirm compliance with applicable Fire Codes; and
- (f) Forward to the Airport descriptions of complaints received and statistics relating to the number of complaints received by the County.

4.0 Review & Amendments

- 4.1 The parties shall annually, not later than November 30 of each year meet in person or by teleconference to review the interaction and any issues arising in the preceding 12 months or portion thereof and to determine if any amendments to this MOU are appropriate. The parties may amend this MOU in writing.

WHEREFORE the Parties voluntarily execute this MOU confirming their intention to act in accordance with its provisions.

Parkland County

Per: _____
Corporate Seal

Parkland Airport Development Corporation

Per: _____
Corporate Seal

Transport Canada

Per: _____
Corporate Seal