

1976

c 107 The Welland-Port Colborne Airport Act, 1976

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CHAPTER 107

An Act respecting the Welland-Port Colborne Airport

Assented to May 7th, 1976

WHEREAS the corporations of the City of Welland, Preamble
the City of Port Colborne, the Town of Pelham and
the Township of Wainfleet hereby apply for special legis-
lation in respect of the matters herein set forth; and whereas
it is expedient to grant the application;

Therefore, Her Majesty, by and with the advice and
consent of the Legislative Assembly of the Province of
Ontario, enacts as follows:

1. In this Act,

Interpre-
tation

(a) "Airport" means the Welland-Port Colborne Air-
port;

(b) "Commission" means the Welland-Port Colborne
Airport Commission.

2.—(1) The Agreement dated the 1st day of January, Agreement
ratified
1974, between The Corporation of the City of Welland, The
Corporation of the City of Port Colborne, The Corporation
of the Town of Pelham and The Corporation of the Township
of Wainfleet set forth in Schedule A hereto is hereby
ratified and confirmed and declared to be valid and binding
upon the parties thereto and their successors.

(2) The Agreement dated the 26th day of May, 1970, Idem
between Her Majesty in right of Canada, represented by
the Minister of Transport, and the Commission set forth in
Schedule B hereto is hereby ratified and confirmed and
declared to be valid and binding upon the Commission and
its successors.

(3) The Commission referred to in the agreements set
forth in Schedule A and Schedule B hereto shall be deemed
to have been a corporation since its inception with power to Commission
has power
to hold
land

acquire and hold land in its own name for airport purposes since its inception.

Non-
application
of
R.S.O. 1970,
cc. 89, 53

Commence-
ment

(4) *The Corporations Act* and *The Business Corporations Act* do not apply to the Commission.

3. This Act comes into force on the day it receives Royal Assent.

Short title

4. This Act may be cited as *The Welland-Port Colborne Airport Act, 1976*.

SCHEDULE A

Schedule "A" to By-law No. 496—Wainfleet

Schedule "A" to By-law No. 439 [22/75—Port Colborne

Schedule "A" to By-law No. 6069—Welland

Schedule "A" to By-law No. 312 [75—Pelham

AGREEMENT made this 1st day of January A.D. 1974.

BETWEEN:

THE CORPORATION OF THE CITY OF WELLAND
hereinafter called "Welland"

OF THE FIRST PART

—and—

THE CORPORATION OF THE CITY OF PORT COLBORNE
hereinafter called "Port Colborne"

OF THE SECOND PART

—and—

THE CORPORATION OF THE TOWN OF PELHAM
hereinafter called "Pelham"

OF THE THIRD PART

—and—

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
hereinafter called "Wainfleet"

OF THE FOURTH PART

WHEREAS pursuant to agreement dated the 1st day of January, 1969 the City of Welland, the City of Port Colborne, the Township of Crowland, the Township of Humberstone, the Village of Fonthill and the Township of Wainfleet established a Commission known as the Welland-Port Colborne Airport Commission for the purposes of establishing, operating and maintaining the premises known as "The Welland-Port Colborne Airport";

AND WHEREAS the said Commission entered into an agreement of purchase with Her Majesty the Queen in Right of Canada as represented by the Minister of Transport to purchase the said airport lands and premises;

AND WHEREAS the parties hereto are desirous of continuing the said Welland-Port Colborne Airport Commission for the purposes hereinafter mentioned;

AND WHEREAS pursuant to the provisions of *The Municipal Act*, R.S.O. 1970, chapter 284, section 352, paragraph 9, by-laws may be passed for the establishment, operation, maintenance and improvement of air harbours or landing grounds, together with such other rights and powers as are contained therein;

AND WHEREAS section 254 of *The Municipal Act*, R.S.O. 1970, chapter 284 provides for the passing of by-laws by a municipality for entering into and performing any agreement with any other council for fulfilling, executing or completing, at their joint expense and for their joint benefit, any undertaking, work or project within the jurisdiction of the council.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the provisos and the mutual covenants and agreements hereinafter contained and expressed, mutually covenant and agree as follows:—

1. The Welland-Port Colborne Airport Commission be and the same is hereby established and continued for the purpose of operating, maintaining, improving and acquiring by way of purchase, lease, sub-lease or otherwise, the air harbour situate in the Town of Pelham, in the Regional Municipality of Niagara and known as the Welland-Port Colborne Airport.

2. Subject to any lawful rules and regulations made by or by authority of any statute of Canada, the Welland-Port Colborne Airport Commission shall have the control and management of the Welland-Port Colborne Airport.

3. The Welland-Port Colborne Airport Commission shall consist of seven (7) members appointed as follows:—

(a) Three (3) members appointed by the council and who are members of the council of the City of Welland.

(b) Two (2) members appointed by the council and who are members of the council of the City of Port Colborne.

(c) One (1) member appointed by the council and who is a member of the council of the Town of Pelham.

(d) One (1) member appointed by the council and who is a member of the council of the Township of Wainfleet.

Each member of the Commission shall hold office for one (1) year or until his successor is appointed.

4. The Commission shall annually submit a budget to the councils of Welland, Port Colborne, Pelham and Wainfleet and shall not expend any monies not provided for in a budget approved by all four councils aforesaid provided that until approval of the budget in each year, operations may continue on the basis of the previous year's budget extended on a *pro rata* basis.

5. The net cost of operating the airport, after the deduction of any operational revenues and any grants received from Canada, any Province or any municipality other than a municipality who is a party to this agreement, shall be divided between Welland, Port Colborne, Pelham and Wainfleet on a *per capita* basis such basis to be ascertained from the last annual census taken pursuant to *The Assessment Act*.

6. The agreement of purchase and sale entered into between Her Majesty the Queen in Right of Canada as represented by the Minister of

Transport and the Welland-Port Colborne Airport Commission dated the 26th day of May, 1970 as amended by supplementary agreement dated the 1st day of October, 1970 be and the same is hereby expressly ratified and approved.

7. It is expressly understood and agreed that in the event any dispute shall arise as to the rights and liabilities of the parties to this agreement, including the right or liability to continue or withdraw from participation under this agreement, the Ontario Municipal Board shall be the sole arbitrator pursuant to the provisions of *The Ontario Municipal Board Act*.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals under the hands of their respective Mayors and Clerks.

THE CORPORATION OF THE CITY OF
WELLAND

Mayor

Clerk

THE CORPORATION OF THE CITY OF
PORT COLBORNE

Mayor

Clerk

THE CORPORATION OF THE TOWN OF
PELHAM

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP
OF WAINFLEET

Mayor

Clerk

SCHEDULE B

THIS AGREEMENT made this 26th day of May, One thousand nine hundred and seventy:

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada (hereinafter called "Her Majesty"), represented herein by the Minister of Transport (hereinafter called "the Minister"),

OF THE FIRST PART,

—and—

WELLAND-PORT COLBORNE AIRPORT COMMISSION, of the City of Welland, in the Province of Ontario, (hereinafter called "the Commission"),

OF THE SECOND PART.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each with the other, as follows:

1. That Her Majesty will grant and convey by Letters Patent to the Commission the Welland Airport (hereinafter referred to as "the said airport") of Her Majesty, together with the buildings and structures thereon of Her Majesty, situate and being in the Township of Pelham, in the County of Welland, in the Province of Ontario, and containing 379.06 acres, more or less, being more particularly described in the Schedule annexed hereto, for and in consideration of the price and sum of Thirty-eight thousand four hundred and one dollars (\$38,401.00) and subject to the observance and performance by the Commission of the covenants and agreements hereinafter set forth and contained, which the Commission hereby agrees to observe and perform.

2. That in consideration of the grant and conveyance by Her Majesty to the Commission of the said airport, the Commission for itself, its administrators and assigns hereby covenants and agrees with Her Majesty, as follows:

- (a) That the Commission shall not at any time undertake any airport development work not in accordance with plans and specifications or any revisions thereof approved by the Minister, and the Commission shall not make any alteration or change in the said plans and specifications and shall not consent to the erection of any buildings or the installation of any lights on the said airport, or make any improvements or changes whatsoever to the said airport without consent in writing of the Minister.
- (b) That the Commission shall not sell, or otherwise dispose of the said airport PROVIDED however, that the Commission may, in its sole discretion sell, lease or otherwise dispose of the buildings on the said airport as the Commission may consider advisable and for the sole benefit of the Commission.
- (c) That the Commission shall not use or permit to be used the said airport for purposes other than airport purposes and shall maintain and operate the said airport as a public airport.
- (d) That in the event the Commission uses or permits the use of the said airport for purposes other than airport purposes, the Com-

mission shall forthwith, upon request in writing from the Minister, reconvey the said airport to Her Majesty identical in all respects by good and valid title and free from all encumbrances, for the sum of One Dollar (\$1.00).

3. That Her Majesty will undertake the following work at the said airport:

- (a) Hard Surfacing of Runway 05/23.
- (b) Hard Surfacing of Taxi-way "B".
- (c) Hard Surfacing of part of Apron 1.
- (d) Improving Surface drainage.
- (e) Installation of a medium intensity runway lighting.

4. That it is understood and agreed by and between the parties hereto that nothing herein contained shall obligate Her Majesty to undertake and complete any work of development on the said airport unless and until the necessary funds have been voted by Parliament in that behalf.

5. That the burden and benefit of this agreement shall run with the lands referred to in clause 1 hereof and shall extend to and be binding upon and enure to the benefit of the parties hereto, their successors, administrators and assigns.

6. That upon the transfer of the said airport by Her Majesty to the Commission pursuant to this agreement, the Commission shall forthwith register this agreement in the Registry Office for the County of Welland in the Province of Ontario.

SIGNED, SEALED AND DELIVERED
by Her Majesty in the presence of

}

for Minister of Transport

SIGNED, SEALED AND DELIVERED
by the Commission in the presence of—

}

Chairman

Secretary

Schedule

ALL AND SINGULAR those certain parcels of land (hereinafter referred to as "the said land") situate, lying and being in the Township of Pelham, County of Welland, Province of Ontario, consisting of part of Lots seven (7) eight (8) and nine (9), Concession fourteen (XIV), comprising all of Welland Airport and being more particularly described as follows:

PREMISING that the easterly limit of the Road Allowance between Lots nine (9) and ten (10), Concession fourteen (XIV) in common with the westerly boundary of the airport, has an ASTRONOMICAL BEARING of North

no degrees eighteen minutes West ($N.0^{\circ} 18' W.$) and relating all bearings herein thereto.

PARCEL ONE (1)—BEGINNING at the intersection of the easterly limit of the Road Allowance between Lots nine (9) and ten (10) with the north-easterly limit of River Road, so-called, being an airport property boundary angle; thence from the Point of Beginning, so determined, North no degrees, eighteen minutes West ($N.0^{\circ} 18' W.$) along the easterly limit of the said Road Allowance and airport property boundary in common therewith, a distance of two thousand four hundred and ninety (2,490) feet, more or less, to a standard iron bar planted thereon and designating a property boundary angle; thence North thirty-six degrees three minutes East ($N.36^{\circ} 03' E.$) along the airport property boundary, a distance of two thousand two hundred (2,200) feet, more or less, to a standard iron bar planted thereon at the intersection with the lot line between Lots eight (8) and nine (9) and designating a property boundary angle; thence North eighty-eight degrees fifty-five minutes East ($N.88^{\circ} 55' E.$) along the airport property boundary, a distance of one thousand (1,000) feet, more or less, to a standard iron bar planted thereon and designating a property boundary angle; thence South fifty-four degrees thirty-seven minutes East ($S.54^{\circ} 37' E.$) along the airport property boundary, a distance of one thousand four hundred and thirty-nine and seven tenths (1,439.7) feet, more or less to a standard iron bar planted thereon and designating a property boundary angle; thence North eighty-nine degrees five minutes East ($N.89^{\circ} 05' E.$) along the airport property boundary, a distance of five hundred and ninety-nine and five tenths (599.5) feet, more or less, to a standard iron bar planted on the lot line between Lots six (6) and seven (7); thence South no degrees two minutes West ($S.0^{\circ} 02' W.$) along the said lot line and airport property boundary in common therewith, a distance of three thousand seven hundred and sixty-six and six tenths (3,766.6) feet, more or less, to a standard iron bar planted on the northerly limit of the aforesaid River Road, so-called and designating a property boundary angle; thence South eighty-five degrees thirty-five minutes West ($S.85^{\circ} 35' W.$) along the said northerly limit and airport property boundary in common therewith, a distance of four hundred and forty-five (445) feet, more or less, to a standard iron bar planted thereon and designating a property boundary angle; thence South eighty-nine degrees fourteen minutes West ($S.89^{\circ} 14' W.$) continuing along the said northerly limit and airport property boundary in common therewith, a distance of four hundred and eighty-three and six tenths (483.6) feet, more or less, to a standard iron bar planted thereon; thence South eighty-eight degrees no minutes West ($S.88^{\circ} 00' W.$) continuing along the said northerly limit and airport property boundary in common therewith, a distance of three hundred and ten and six tenths (310.6) feet, more or less, to a standard iron bar planted thereon and designating a property boundary angle; thence North two degrees seven minutes West ($N.2^{\circ} 07' W.$) along the airport property boundary, a distance of one hundred and seventy-five (175) feet, more or less, to a standard iron bar and designating a property boundary angle; thence South eighty-eight degrees no minutes West ($S.88^{\circ} 00' W.$) along the airport property boundary, a distance of one hundred and fifty-two (152) feet, more or less, to a standard iron bar planted on the lot line between Lots seven (7) and eight (8) and designating a property boundary angle; thence South two degrees seven minutes East ($S.2^{\circ} 07' E.$) along the said lot line and airport property boundary in common therewith, a distance of one hundred and seventy-five (175) feet, more or less, to a standard iron bar planted thereon at the intersection with the aforesaid northerly limit of River Road, so-called, and designating a property boundary angle; thence South eighty-eight degrees no minutes West ($S.88^{\circ} 00' W.$) along the said northerly limit and airport property boundary in common therewith, a distance of one thousand three hundred and forty-two and two tenths (1,342.2) feet, more or less, to a standard iron bar planted thereon at the intersection with the lot line between Lots eight (8) and nine (9) and designating

(2nd Sess.)

a property boundary angle; thence North eighty-three degrees two minutes West ($N.83^{\circ} 02' W.$) continuing along the said northerly limit and airport property boundary in common therewith, a distance of nine hundred and three tenths (900.3) feet, more or less, to a standard iron bar planted thereon, and designating a property boundary angle; thence North fifty-five degrees twenty-eight minutes West ($N.55^{\circ} 28' W.$) along the northeasterly limit of the said River Road, so-called, a distance of five hundred and twenty-four and eight tenths (524.8) feet, more or less, to the aforesaid Point of Beginning.

THE SAID PARCEL OF LAND, as described, comprising an area of three hundred and seventy-five and sixty-five hundredths (375.65) acres, more or less.

PARCEL TWO (2)—COMMENCING at the intersection of the southerly prolongation of the easterly limit of the Road Allowance between Lots nine (9) and ten (10), Concession fourteen (XIV) with the southwesterly limit of River Road, so-called, thence South fifty-five degrees twenty-eight minutes East ($S.55^{\circ} 28' E.$) along the southwesterly limit of the said River Road, so-called, a distance of five hundred and ten (510) feet to a point; thence South eighty-three degrees two minutes East ($S.83^{\circ} 02' E.$) along the southerly limit of the said River Road, so-called, a distance of seven hundred and sixty-nine (769) feet, to a point thereon being henceforth designated as the POINT OF BEGINNING for the said parcel of land hereinafter described; thence continuing from the Point of Beginning, so determined, South eighty-three degrees two minutes East ($S.83^{\circ} 02' E.$) along the said southerly limit and airport property boundary in common therewith, a distance of one hundred and forty-four and three tenths (144.3) feet, more or less, to the intersection with the lot line between Lots eight (8) and nine (9); thence North eighty-eight degrees no minutes East ($N.88^{\circ} 00' E.$) continuing along the said southerly limit and airport property boundary in common therewith, a distance of one hundred and eighty-two and nine tenths (182.9) feet, to a point thereon; thence South one degree fifteen minutes East ($S.1^{\circ} 15' E.$) along a line being the airport property boundary, a distance of seven hundred and ten (710) feet, more or less, to a point on the northerly shore of the Welland River, so-called; thence northwesterly following the sinuosities of the said shore and airport property boundary in common therewith, to a point thereon designating a property boundary angle; thence North one degree fifteen minutes East ($N.1^{\circ} 15' E.$) along a line being the airport property boundary, a distance of three hundred and ten (310) feet to a point designating a property boundary angle; thence North twenty-three degrees two minutes West ($N.23^{\circ} 02' W.$) along a line being the airport property boundary, a distance of four hundred and ten (410) feet, more or less, to the aforesaid Point of Beginning.

THE SAID PARCEL OF LAND as described, comprising an area of three and forty-one hundredths (3.41) acres, more or less.

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