

## Re: List of Attendees - September 4th, 2025 Airplane Noise Meeting

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From: xxx

To:

Cc:

Bcc:

Date: Tuesday, November 18, 2025 at 09:34 p.m. EST

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**Subject:** Re: Sept 4 St. Jude's follow-ups – “mandate to fulfill demand” and lease interpretation

Mr. xxx xxx,

Thank you for sending the follow-ups from the September 4 meeting and for pointing to page 137 of the Ground Lease.

I want to be very clear about the specific issue I raised at St. Jude's: you repeatedly told residents that the GTAA has a “*mandate to fulfill demand*”. I asked you who gave GTAA that mandate and where, exactly, it appears in the Ground Lease.

What you have now provided does **not** support that claim.

### 1. What the lease actually says

You referenced 8.02.03(a):

“provide all capital improvements to the Airport in order to ensure that the Airport has the ability and the facilities required to accommodate the capacity demands at the Airport;”

But 8.02.03(a) is *expressly subordinate* to 8.02.01. The core obligation is:

“manage, operate, and maintain the Airport ... in a condition and at a level of service to **meet the capacity demands at the Airport from time to time and the capacity demands for airport services from users within seventy-five [75] kilometres from any point on the perimeter of the Lands to the extent practicable under Her Majesty’s policies, procedures and practices...**”

A few key points:

- The lease talks about **meeting capacity demands** of *users within 75 km*, not a blank-cheque mandate to chase and “fulfill” any demand airlines or global markets generate.
- Even within that 75 km catchment, the obligation is **qualified**: “to the extent practicable under Her Majesty’s policies, procedures and practices.”
- 8.02.03(a) is about **capital improvements and facilities**, not about maximising aircraft movements at any cost or turning Pearson into an unlimited global hub regardless of impacts on surrounding communities.

In other words, the lease tells GTAA to keep the airport functioning as a “First Class Facility and a Major International Airport” for a defined catchment area, and to invest in infrastructure and staffing accordingly. It does *not* say “your mandate is to fulfill whatever demand airlines choose to create,” and it certainly does not strip Transport Canada or elected governments of the authority to constrain traffic for safety, health, environmental, or planning reasons.

Crucially, the phrase “**fulfill demand**” **does not appear anywhere** in the clause you cited.

## 2. Democratic and policy oversight

At the meeting, I asked a very simple question that remains unanswered:

- Who, specifically, decided that 8.02.01 and 8.02.03(a) amount to a “mandate to fulfill demand”?
- Has Transport Canada ever issued written guidance that interprets the Ground Lease this way and says GTAA’s job is to maximize throughput rather than manage capacity within the broader public-interest framework of health, safety, environment, and land-use planning?
- Where is the democratic process behind this “mandate”? Parliament and the public never voted to make surrounding communities disposable so Pearson can indefinitely expand traffic.

The lease language you provided explicitly ties GTAA's obligations to "Her Majesty's policies, procedures and practices." That means public-policy decisions and regulations set the frame; GTAA does **not** get to treat "demand" as self-justifying and beyond democratic control.

### 3. 75 km catchment vs. global hub rhetoric

You also continue to describe Pearson as if its primary obligation is to serve a global connecting hub. The clause you cited is much narrower:

- It references demand for airport services **from users within 75 km of the perimeter of the lands**.
- There is no mention of a mandate to scale traffic for national or global hub ambitions at the expense of people living under the flight paths.

If GTAA is going to continue telling communities that "we have a mandate to fulfill demand," you need to be transparent about the legal basis. At the moment, the lease text you provided shows something very different: a duty to run a functioning airport, with infrastructure and staffing sufficient for a defined regional catchment, within the limits of federal policies and other legal obligations – *not* a license to maximize flights and externalize the health and environmental costs.

### 4. Request

Given the above, I am asking for the following:

#### 1. **A clear correction:**

Either identify the exact lease, statutory, or regulatory text that uses the language "mandate to fulfill demand" or its legal equivalent, or stop using that phrase in public communications with residents and elected officials.

#### 2. **Written interpretation from Transport Canada:**

Please provide any written guidance from Transport Canada that supports your interpretation of 8.02 as a requirement to meet *all* demand rather than to manage capacity in a way consistent with federal policy and community health.

#### 3. **Acknowledgement of limits:**

Confirm in writing that GTAA's obligations under the Ground Lease are constrained by:

- the 75 km user-catchment language in 8.02.01; and
- the "to the extent practicable under Her Majesty's policies, procedures and

practices” qualifier.

Until those points are addressed, continuing to tell residents that GTAA has a “mandate to fulfill demand” looks less like neutral lease interpretation and more like a political choice to justify the current level of harm.

I would appreciate a substantive written response, not just links to generic webpages.

Sincerely,

xxx

On behalf of affected residents and community members surrounding Toronto Pearson Airport

On Thursday, October 30, 2025 at 06:23:04 p.m. EDT, xxx, xxx xxx@gtaa.com> wrote:

Hello xxx,

Thank you for your continued engagement and advocacy on behalf of your community and your patience with our response. It was more challenging than anticipated to pull the transcript together based on the overlapping speaking points from the different attendees speaking at the same time, resulting in a longer response time than we would have liked.

Attached you will find a copy of the transcript from the recent meeting, along with answers and supporting links to the different questions that were posed to the GTAA.

Contact details are as follows for GTAA staff that attended our recent meeting:

xxx– Director, Government Relations (xxx

xxx – Assoc. Director Airport and Aviation Policy was also in attendance, but has since moved on to another opportunity.

xxx – Senior Noise Officer (xxx@gtaa.com)

As always, if you’d like to discuss anything in further detail, please reach out to our noise management office through our website, via phone at (xxx, or via email at xxx@gtaa.com

xxx Could I ask you to please help distribute the attached and above to the other members of the community that were present at the last meeting as I do not have access to all of their respective contact information.

Thank you, and have a great day.

Regards,

xxx xxx, Director, Government Relations & Aviation Policy

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**From:** xxx

**Sent:** Wednesday, October 1, 2025 8:32 PM

**To:** xxx