Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire

ISSUE DATE: June 11, 2026 **CASE NO.:** OLT-24-001122

PROCEEDING COMMENCED UNDER subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	DeZen Realty Company Limited
Subject:	Request to amend the Official Plan – Failure to adopt the requested amendment
Description:	To permit 5 mixed use buildings
Reference Number:	OZ OPA 24-8
Property Address:	120,128,142,148,154,158 Queen Street South and 169 Crumbie Street
Municipality/UT:	Mississauga/Peel
OLT Case No.:	OLT-24-001122
OLT Lead Case No.:	OLT-24-001122
OLT Case Name:	DeZen Realty Company Limited v. Mississauga (City)

PROCEEDING COMMENCED UNDER subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	DeZen Realty Company Limited
Subject:	Application to amend the Zoning By-law – Refusal or neglect to make a decision
Description:	To permit 5 mixed use buildings
Reference Number:	OZ OPA 24-8
Property Address:	120,128,142,148,154,158 Queen Street South and 169 Crumbie Street
Municipality/UT:	Mississauga/Peel
OLT Case No.:	OLT-24-001123
OLT Lead Case No.:	OLT-24-001122

PROCEEDING COMMENCED UNDER subsection 51(34) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Applicant and Appellant:	DeZen Realty Company Limited
Subject:	Proposed Plan of Subdivision – Failure of Approval Authority to make a decision
Description:	To permit 5 mixed use buildings
Reference Number:	21T-M 24-4 W11
Property Address:	120,128,142,148,154,158 Queen Street South and 169 Crumbie Street
Municipality/UT:	Mississauga/Peel
OLT Case No.:	OLT-24-001124
OLT Lead Case No.:	OLT-24-001122

BEFORE:

KURTIS SMITH	)	Thursday, the 11th
MEMBER	)	day of June, 2026
	)	

THIS MATTER having come before the Tribunal as a written Hearing to consider a settlement that has been reached between DeZen Realty Company Limited ("Applicant") and the City of Mississauga ("City") with respect of the lands known municipally as 120, 128, 142, 148, 154, 158 Queen Street South ("Subject Lands"); and

AND THE TRIBUNAL having been advised by all Parties to this matter that the Parties have agreed upon the revised version of the Official Plan Amendment, Draft Plan of Subdivision and Conditions of Draft Plan of Subdivision, which affects the entire Subject Lands, and the Zoning By-law Amendment for Area A ("Phase 1") contained within the Subject Lands;

AND THE TRIBUNAL received uncontested expert land use planning evidence of Theodore J. (TJ) Cieciura, MSc, MCIP, RPP, in the form of an affidavit sworn on May 28, 2026, and supplementary affidavit sworn on June 4, 2026, in support of the settlement between the Applicant and the City;

AND THE TRIBUNAL hereby recognizing Mr. Cieciura, a Registered Professional Planner having over 28 years of professional land use planning experience and having been previously qualified by the Tribunal as an expert in land use planning, as once again being qualified to provide the Tribunal with expert opinion evidence in the area of land use planning;

AND THE TRIBUNAL recognizing that the affidavit and supplementary affidavit of Mr. Cieciura reflects the Official Plan Amendment, Draft Plan of Subdivision and the Conditions of Draft Plan of Subdivision that will permit specific mixed-use building heights in five defined areas and the Zoning By-law Amendment for Area A ("Phase 1") contained within the Subject Lands;

AND WHEREAS Mr. Cieciura affidavit and supplementary affidavit confirms for the Tribunal that the Revised planning instruments:

- Has appropriate regard for the matters of provincial interest as set out in s. 2 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended ("Planning Act");
- Is consistent with the Provincial Planning Statement, 2024;
- Conforms to the Region of Peel Official Plan;
- Conforms to the City's Official Plan (March 2023 Consolidation);
- Conforms to the City's Official Plan 2051 (March 2026 Consolidation);
- Conditions for Draft Plan are reasonable, having regard to the nature of the development proposed, pursuant to s 51(25) of the Planning Act;

- Represents good planning; and

- Is in the public interest.

NOW THEREFORE, THE TRIBUNAL ORDERS AS FOLLOWS:

1. The appeals by the Applicant pursuant to subsections 22(7), 34(11) and 51(34) of the Planning Act are allowed, in part;

2. The Mississauga Official Plan 2051 for the City of Mississauga, is hereby amended as set out in **Attachment 1** to this Order; and

3. The City of Mississauga Zoning By-law No. 0225-2007, is hereby amended as set out in **Attachment 2** to this Order.

4. The Draft Plan of Subdivision, is hereby approved as set out in **Attachment 3** of this Order.

5. The Conditions of Draft Plan Subdivision, are hereby approved as set out in **Attachment 4** of this Order.

AND THE TRIBUNAL FURTHER ORDERS that pursuant to subsection 51(56.1) of the Planning Act, the City of Mississauga shall have the authority to clear the conditions of draft plan approval and to administer final approval of the plan of subdivision for the purposes of subsection 51(58) of the Planning Act.

AND THE TRIBUNAL FURTHER ORDERS that the Clerk of the City is hereby authorized to assign numbers to, insert any applicable dates, and format as may be necessary for recordkeeping purposes.

“Matthew D.J. Bryan”

Matthew D.J. Bryan
REGISTRAR

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

Attachment 1

Amendment No. 9

to

Mississauga Official Plan 2051

Amendment No. 9

to

Mississauga Official Plan 2051

The following text and Map "A" attached constitute Amendment No. 9.

PURPOSE

The purpose of this Amendment is to delete Special Site 48 and amend Special Site 47 of the Streetsville Growth Node to increase the maximum permitted building heights and to change the land use designation on portions of the subject lands from Mixed Use to Public Open Space.

LOCATION

The lands affected by this Amendment are located on the west side of Queen Street South, north of Tannery Street, south of Caroline Street, and east of the rail corridor. The lands are also located within the Streetsville Growth Node, as identified in the Mississauga Official Plan 2051.

BASIS

Mississauga Official Plan 2051 came into effect on March 24, 2026, as approved with modifications by the Minister of Municipal Affairs and Housing.

The subject lands are designated Mixed Use which permits residential apartment buildings with commercial uses on the ground floor.

An Official Plan Amendment is required to delete Special Site 48 and amend Special Site 47 of the Streetsville Growth Node, to permit the following maximum building heights:

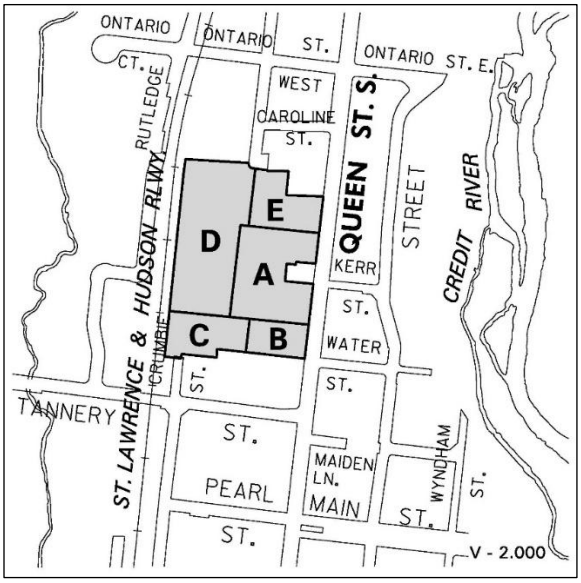
- 11 and 12 storeys in Area A
- 15 storeys in Area C
- 10, 12 and 15 storeys ascending from the north property line in Area D
- 8 storeys in Area E

A portion of the site will be redesignated from Mixed Use to Public Open Space.

DETAILS OF THE AMENDMENT AND POLICIES RELATIVE THERETO

1. Chapter 17, Index Map 6, Special Sites of Mississauga Official Plan 2051, is hereby amended by deleting Special Site 48, in accordance with the Special Site Policies.

2. Chapter 17, Special Sites, Special Site 47 (Streetsville Growth Node), of Mississauga Official Plan 2051, is hereby amended by replacing the Special Site Map with the following:



3. Chapter 17, Special Sites, Special Site 47 (Streetsville Growth Node), of Mississauga Official Plan 2051, is hereby amended by deleting Policies 17.47.1 to 17.47.4 and adding the following:

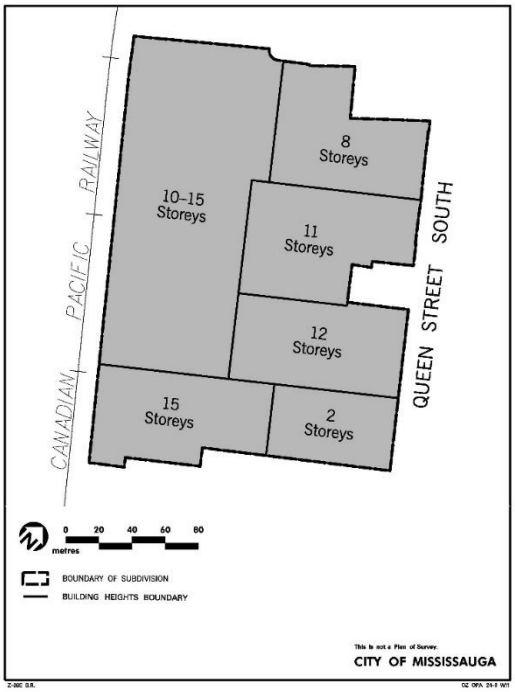
   17.47.1 The lands identified as Special Site Policy 47 are located on the west side of Queen Street South, north of Tannery Street and east of the rail corridor.

   17.47.2 Notwithstanding the provisions of the Mixed Use designation, lands identified as Area A will be permitted to develop two mixed use buildings with maximum building heights of 11 storeys and 12 storeys, as identified on Map 17-1.

   17.47.3 Notwithstanding the provisions of the Mixed Use designation, lands identified as Area C will be permitted to develop a mixed use building with a maximum permitted building height of 15 storeys, as identified on Map 17-1.

   17.47.4 Notwithstanding the provisions of the Mixed Use designation, lands identified as Area D will be permitted to develop four mixed use buildings with maximum building heights of 10, 12, 15 and 15 storeys with, the lowest building heights located closest to the northern property limits and ascending in height, as identified on Map 17-1.

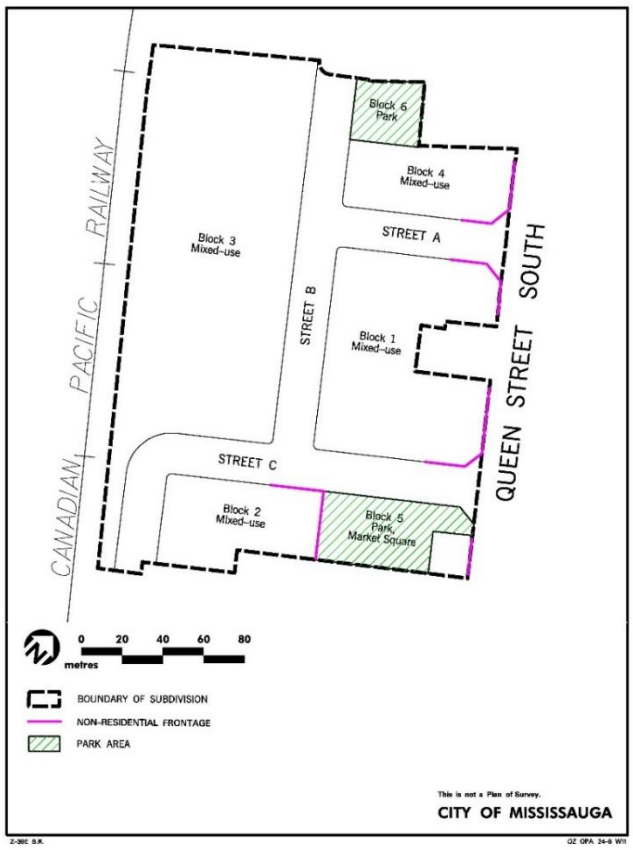
17.47.5 Notwithstanding the provisions of the Mixed Use designation, lands identified as Area E will be permitted to develop a mixed use building with a maximum building height of eight storeys, as identified on Map 17-1.



Map 17-1: Maximum Building Heights

17.47.6 Notwithstanding the provisions of the Mixed Use designation, drive-through facilities will not be permitted.

17.47.7 Development of lands identified as Special Site 47 will be required to develop in a manner that is generally consistent with the Concept Plan shown on Map 17-2 as it pertains to the location and configuration of the public parkland and roads, and the non-residential building frontages. The configuration and size of the non-residential gross floor area will be determined through the zoning by-law amendment application process and will be generally consistent with Map 17-2. The general boundaries of the public parkland and roads will be delineated in the draft plan of subdivision and the exact sizes of the parkland will be determined through the zoning by-law amendment applications.



Map 17-2: Concept Plan

17.47.8 A minimum non-residential gross floor area will be required and determined through the zoning by-law amendment applications. The minimum retail and commercial space requirements of Policy 10.2.6.3(a) shall not apply to Blocks 1 and 3, as shown on Map 17-2. Notwithstanding Policy 10.2.6.3(a), For Blocks 2 and 4 the planned function of the existing non-residential uses will be maintained, in general conformity with the locations of non-residential frontages as shown on Map 17-2 - Concept Plan.

4. Chapter 17, Special Sites of Mississauga Official Plan 2051, is hereby amended by deleting Special Site 48 maps and policies.

5. Schedule 7/7E/7F, Land Use Designations, of Mississauga Official Plan 2051, is hereby amended by changing the land use designation of two portions of the subject lands from Mixed Use to Public Open Space, as shown on Map "A" of this Amendment.

IMPLEMENTATION

Upon receipt of the Ontario Land Tribunal's Final Order, Mississauga Official Plan 2051 will be amended in accordance with the Order.

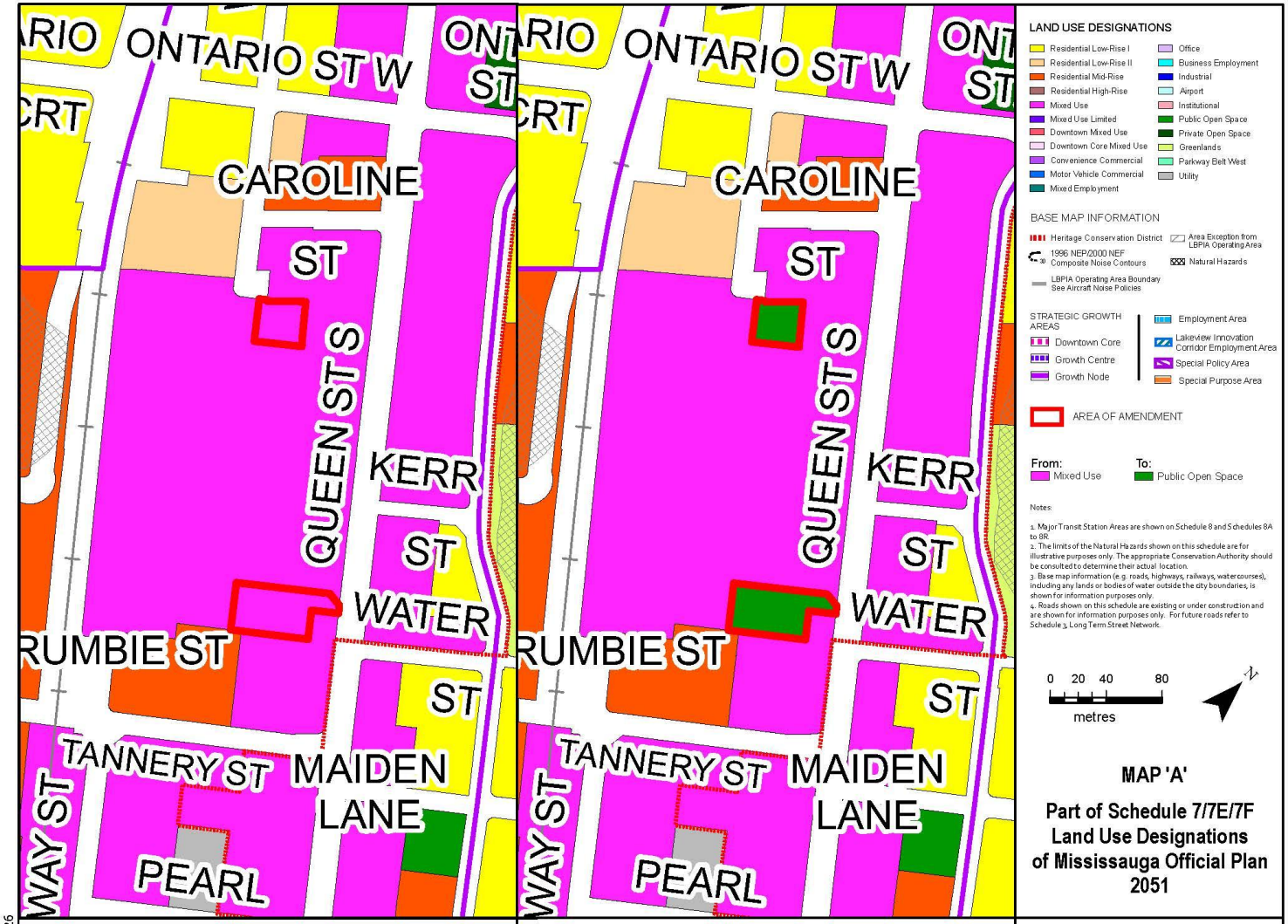
The lands will be rezoned as part of the same Tribunal Order.

This Amendment has been prepared based on the Office Consolidation of Mississauga Official Plan 2051 March 24, 2026.

INTERPRETATION

The provisions of Mississauga Official Plan 2051, as amended from time to time regarding the interpretation of that Plan, will apply in regard to this Amendment.

This Amendment supplements the intent and policies of Mississauga Official Plan 2051.



5/20/2026

aeshdav

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ONTARIO LAND TRIBUNAL
ORDER DATED _____

OLT Lead Case No. OLT-24-001122
OLT Case No. OLT-24-001123
DeZen Realty Company Limited

1. By-law Number 0225-2007, as amended, being a City of Mississauga Zoning By-law, is amended by adding the following Exception Table:

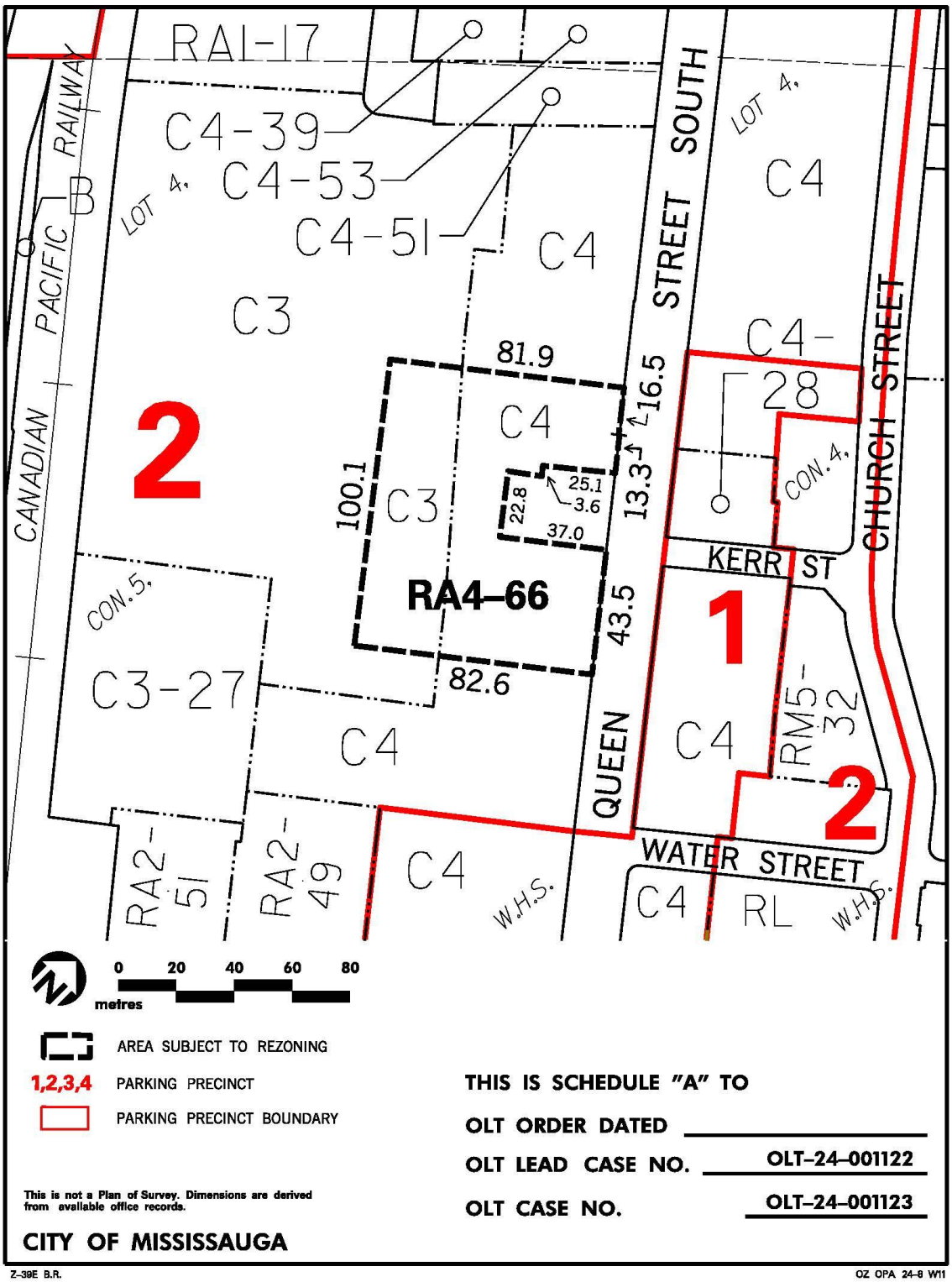
4.15.5.66	Exception: RA4-66	Map # 39E	By-law:
In a RA4-66 zone the permitted **uses** and applicable regulations shall be as specified for a RA4 zone except that the following **uses**/regulations shall apply:			
Additional Permitted Uses			
4.15.5.66.1	(1) **Retail Store** (2) **Restaurant** (3) **Convenience Restaurant** (4) **Take-out Restaurant** (5) **Veterinary Clinic** (6) **Animal Care Establishment** (7) **Service Establishment** (8) **Commercial School** (9) **Financial Institution** (10) **Medical Office** (11) **Office** (12) **Recreational Establishment** (13) **Entertainment Establishment** (14) **Private Club** (15) University/College		
Regulations			
4.15.5.66.2	The provisions contained in Table 2.1.14.1 and the regulations of Line 15.6 contained in Table 4.15.1 of this By-law shall not apply		
4.15.5.66.3	Notwithstanding Sentence 4.1.15.1.4 of this By-law, no additional on-site parking shall be required for **uses** contained in Sentence 4.15.5.66.1 of this Exception		

4.15.5.66	Exception: RA4-66	Map # 39E	By-law:
4.15.5.66.4	Notwithstanding Sentence 4.1.15.1.3 of this By-law, **uses** contained in Sentence 4.15.5.66.1 of this Exception shall be permitted above the **first storey**		
4.15.5.66.5	Maximum **floor space index - apartment zone**		4.9
4.15.5.66.6	Maximum **gross floor area - apartment zone**		35 764 m^2
4.15.5.66.7	Minimum **gross floor area - non-residential**		2 050 m^2
4.15.5.66.8	The **lot line** abutting Queen Street South shall be deemed to be the **front lot line**		
4.15.5.66.9	Notwithstanding Sentence 4.15.5.66.23 of this Exception, maximum projection of a **balcony** measured from the outermost face or faces of the **building** located above the second **storey** beyond the **buildable area**		2.4 m
4.15.5.66.10	Notwithstanding Sentence 4.15.5.66.9 of this Exception, a **balcony** shall not be located on or below the second **storey** on a building elevation facing a side **lot line** or **front lot line**		
4.15.5.66.11	Notwithstanding Sentence 4.15.5.66.9 of this Exception, a **balcony** shall not be located on or below the fifth **storey** on a building elevation facing a **rear lot line**		
4.15.5.66.12	Notwithstanding Sentence 4.15.5.66.23 of this Exception, maximum projection of a canopy measured from the outermost face or faces of the **building** located on the **first storey** beyond the **buildable area**		2.0 m
4.15.5.66.13	Notwithstanding Sentence 4.15.5.66.23 of this Exception, ventilation shafts, gas meters, transformers, canopies, and bicycle rings shall be permitted in a **landscaped buffer**		
4.15.5.66.14	Notwithstanding Sentence 4.15.5.66.13 of this Exception, ventilation shafts, gas meters, transformers, canopies, and bicycle rings shall not be permitted in a **landscaped buffer** abutting a **lot line** that is a **street line**		
4.15.5.66.15	Minimum number of resident **parking spaces**		0.81 spaces per **dwelling unit**
4.15.5.66.16	Minimum number of shared visitor and non-residential **parking spaces**		0.19 spaces per **dwelling unit**
4.15.5.66.17	Minimum setback from a **parking structure** completely below finished grade, inclusive of external access stairwells, to a **lot line** abutting a **front lot line**		3.0 m

4.15.5.66	Exception: RA4-66	Map # 39E	By-law:
4.15.5.66.18	Minimum setback from a **parking structure** completely below finished grade, inclusive of external access stairwells, to any other **lot line**		1.5 m
4.15.5.66.19	Minimum **landscaped area**		20% of the **lot area**
4.15.5.66.20	Minimum depth of a **landscaped buffer** abutting a **lot line** that is a **front lot line**		0.0 m
4.15.5.66.21	Minimum **amenity area**		4.0 m^2 per **dwelling unit**
4.15.5.66.22	Notwithstanding Line 15.5 contained in Table 4.15.1 of this By-law, minimum required **amenity area** for **dwelling units** within a **building**, shall be required to be provided as one contiguous indoor and/or outdoor **amenity area** located within or on the rooftop of the same **building**		50%
4.15.5.66.23	All site development plans shall comply with Schedule RA4-66 of this Exception		

2. Map Number 39E of Schedule "B" to By-law Number 0225-2007, as amended, being a City of Mississauga Zoning By-law, is amended by changing thereon from "C3" and "C4" to "RA4-66", the zoning of Part of Lot 4, Concession 5, West of Hurontario Street, in the City of Mississauga, PROVIDED HOWEVER THAT the "RA4-66" zoning shall only apply to the lands which are shown on the attached Schedule "A", which is deemed to be an integral part of this By-law, outlined in the heaviest broken line with the "RA4-66" zoning indicated thereon.

3. This By-law shall not come into force until Mississauga Official Plan 2051 Amendment Number 9 is in full force and effect.


RA1-17
C4-39
C4-53
C4-51
C4
C3
C4
C3
C4
C4-28
C3-27
C4
C4
C4
RA4-66
81.9
82.6
100.1
16.5
13.3
43.5
25.1
3.6
22.8
37.0
CANADIAN PACIFIC RAILWAY
B
LOT 4
LOT 4
CON. 4
CON. 5
QUEEN STREET SOUTH
CHURCH STREET
KERR ST
WATER STREET
RM5-32
RA2-51
RA2-49
W.H.S.
W.H.S.
RL
1
2
2
0 20 40 60 80
metres
AREA SUBJECT TO REZONING
1,2,3,4 PARKING PRECINCT
PARKING PRECINCT BOUNDARY
This is not a Plan of Survey. Dimensions are derived from available office records.
CITY OF MISSISSAUGA
THIS IS SCHEDULE "A" TO
OLT ORDER DATED
OLT LEAD CASE NO. OLT-24-001122
OLT CASE NO. OLT-24-001123
Z-39E B.R.
OZ OPA 24-8 W11

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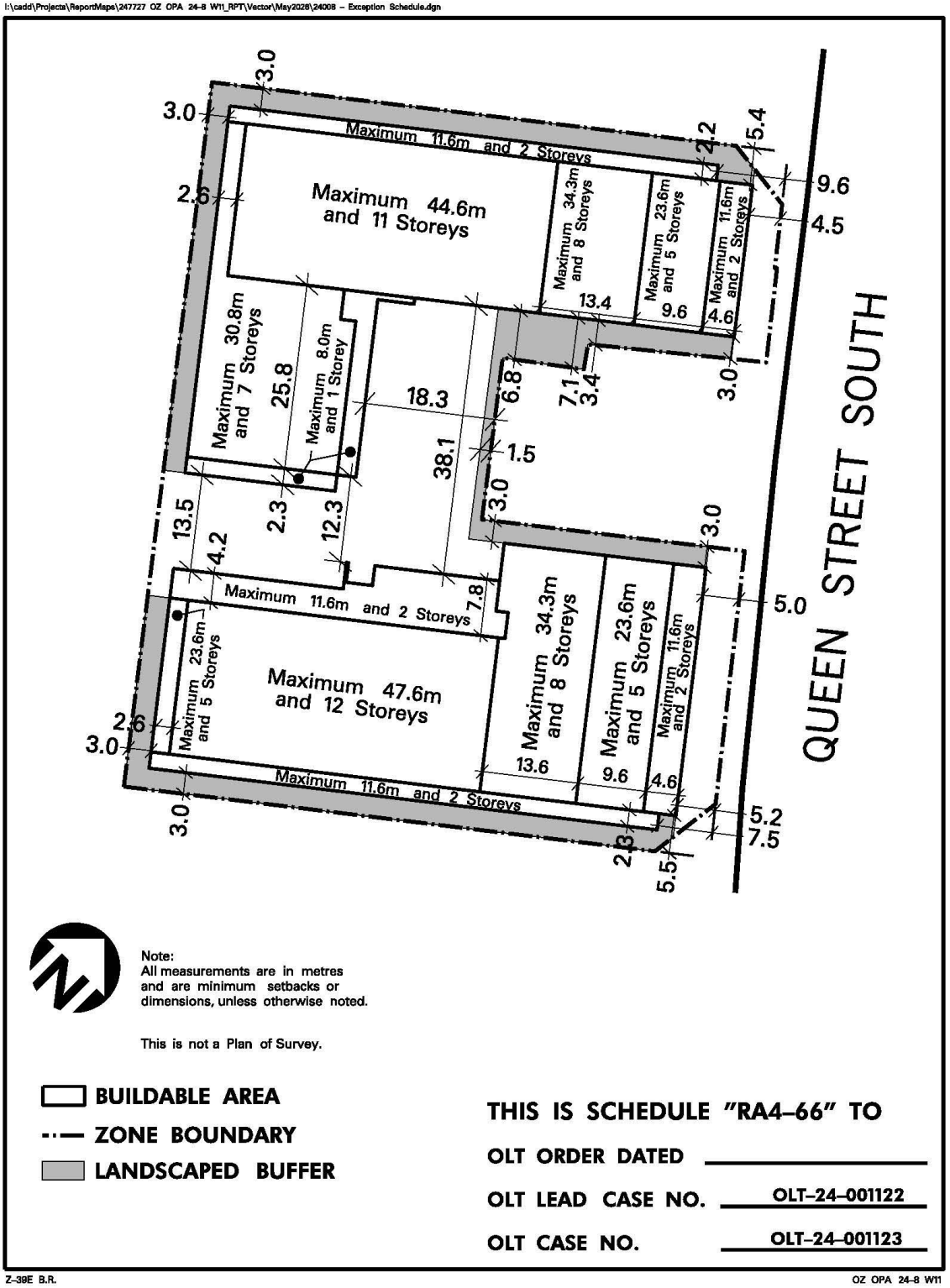

Note:
All measurements are in metres and are minimum setbacks or dimensions, unless otherwise noted.

This is not a Plan of Survey.

BUILDABLE AREA

ZONE BOUNDARY

LANDSCAPED BUFFER

THIS IS SCHEDULE "RA4–66" TO

OLT ORDER DATED _____

OLT LEAD CASE NO. OLT–24–001122

OLT CASE NO. OLT–24–001123

Z–39E B.R.

OZ OPA 24–8 W11



KEY PLAN

Boundary of Subdivision

LEGEND

Boundary of Subdivision

Block line

UNIT COUNT

Mixed Use Condo Units	1792 u
TOTAL	1792 u

Non-Residential Area (Phase 1)

Non-Residential Area (Phase 1)	2050.0 m2
TOTAL	2050.0 m2

ROAD LENGTH

Street A	20.0 m	81.59 m
Street B	20.0 m	183.46 m
Street C	20.0 m	217.46 m
TOTAL		482.51 m

AREA TABLE

Block 1	(Mixed-use)	0.73 ha
Block 2	(Mixed-use)	0.30 ha
Block 3	(Mixed-use)	1.59 ha
Block 4	(Mixed-use)	0.28 ha
Block 5	(Park / Market Square)	0.21 ha
Block 6	(Park)	0.10 ha
Block 7	(Heritage)	0.04 ha
Block 8	(Future Municipal ROW for Access to Phase 1 - 15.5 m)	0.26 ha ±
Block 9	(Part of Future Municipal ROW - 4.5 m)	0.05 ha
Block 10	(Part of Future Municipal ROW - 4.5 m)	0.04 ha
Block 11		0.13 ha
Block 12	(Street A/B Cont.)	0.06 ha
Block 13	(Street C)	0.44 ha
TOTAL		4.23 ha ±

Notes:
Unit count is approximate and subject to change.
The precise layout of the non-residential gfa is also subject to further refinement.

ADDITIONAL INFORMATION REQUIRED UNDER THE PLANNING ACT

D. Mixed-Use Buildings
H. Piped water to be provided
I. Silt loam soil
K. Sanitary and storm sewers to be provided

NOTES

All measurements are in metres.
All elevations refer to Geodetic Datum.
All curbs shown are diagrammatic only.

SURVEYOR'S CERTIFICATE

I hereby certify that the boundaries of the lands to be subdivided as shown on this plan, and their relationship to the adjacent lands are correctly and accurately shown.

Alister Sankey - O.L.S Signature Day Month Year
David D Searles Surveying Ltd.

OWNERS AUTHORIZATION

We, Dezen Realty Company Limited, 678604 Ontario Limited, Dezen Construction Company Limited representing the registered owners of the registered lands hereby authorize DESIGN PLAN SERVICES INC. to prepare a draft plan of subdivision for submission and approval.

Sandro De Zen Signature Day Month Year

DRAFT PLAN of PROPOSED SUBDIVISION
PART OF LOT 4, CONCESSION 5
WEST OF HURONTARIO STREET
(Geographic Township of Toronto, County of Peel)
LOT 5, 6 AND PART OF LOTS 3, 4 AND 7
REGISTERED PLAN STR-4
CITY OF MISSISSAUGA
REGIONAL MUNICIPALITY OF PEEL

DESIGN PLAN SERVICES INC.
Town Planning Consultants
87 Skyway Avenue, Suite 200
Toronto, ON M9W 6R3
Telephone: 416.626.5445
www.designplan.ca

Scale	Date	Drawing Number	Rev.	Drawn	Design
1:500	May 20th, 2026	22168-30			RW

MISSISSAUGA

SCHEDULE A
CONDITIONS OF APPROVAL

APPROVAL DATE OF DRAFT PLAN OF SUBDIVISION:	**March 25. 2026**
FILE:	**OLT-24-001122 (21T-M 24-4 W11)**
SUBJECT:	**Draft Plan of Subdivision** **Part of Lot 4, Concession 5, West of Hurontario Street (Geographic Township of Toronto, County of Peel), Lots 5, 6, 7 and Part of Lots 1, 2, 3, 4 and 8 (Block 1), Registered Plan STR-4 (Village of Streetsville) City of Mississauga, Regional Municipality of Peel.** **120, 128, 142, 148, 154, 158 Queen Street South and 169 Crumbie Street** **West Side of Queen Street South, south of Britannia Road West, North of Thomas Street** **City of Mississauga** **Streetsville Plaza**

In accordance with By-law 343-98, the Commissioner, Planning and Building Department has made a decision to approve the above noted draft plan of subdivision subject to the lapsing provisions and conditions listed below.

Approval of a draft plan of subdivision granted under Section 51 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, is valid until approval is either withdrawn or the plan is registered. Approval may be withdrawn by the Commissioner, Planning and Building Department if approval of the final plan has not been given three (3) years after the date of approval of the draft plan.

NOTE: City is "The Corporation of the City of Mississauga"
Region is "The Regional Municipality of Peel"

1.0 Approval of the draft plan applies to the plan dated May 20, 2026.

2.0 That the owner agrees, in writing, to satisfy all the requirements, financial and otherwise of the City and the Region.

3.0 The Owner shall enter into the City's standard Subdivision agreement and satisfy all of the pre-registration conditions contained therein in Schedule A.

4.0 The applicant/owner shall enter into a Subdivision Agreement including Municipal Infrastructure Schedules, and any other necessary agreements, in a form satisfactory to the City, Region or any other appropriate authority, prior to ANY development within the plan. These agreements may deal with matters including, but not limited to, the following: engineering matters such as municipal services, road widenings, land dedications, public easements, construction and reconstruction, signals, grading, fencing, noise mitigation, and warning clauses; financial issues such as cash contributions, levies (development charges), land dedications or reserves, securities or letters of credit; planning matters such as residential reserve blocks, buffer blocks, site development plan, streetscape plan and associated utility plan, and landscape plan approvals; conservation and environmental matters; phasing and insurance.

5.0 All processing and administrative fees shall be paid prior to the registration of the plan. Such fees will be charged at prevailing rates of approved City and Regional Policies and By-laws on the day of payment.

6.0 The applicant/owner shall agree to convey/dedicate, gratuitously, any required road or highway widenings, 0.3 metre reserves, walkways, sight triangles, buffer blocks and utility or drainage easements to the satisfaction of the City, Region or other authority.

7.0 The applicant/owner shall provide all outstanding reports, plans or studies required by agency and departmental comments.

8.0 That a Zoning By-Law for the development of these lands shall have been passed under Section 34 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, and be in full force and effect prior to registration of the plan.

9.0 The proposed streets shall be named to the satisfaction of the City and the Region. In this regard, a list of street names shall be submitted to the City Transportation and Works Department as soon as possible after draft plan approval has been received and prior to any servicing submissions. The owner is advised to refer to the Region of Peel Street Names Index to avoid proposing street names which conflict with the approved or existing street names on the basis of duplication, spelling, pronunciation, and similar sounding.

10.0 Prior to final approval, the Engineer is required to submit, to the satisfaction of the Region, all engineering drawings in Micro-Station format as set out in the latest version of the Region of Peel "Development Procedure Manual".

11.0 Prior to final approval, the Owner will be required to monitor wells, subject to the homeowner's permission, within the zone of influence, and to submit results to the satisfaction of the Region.

City Planning and Building Department – Development Engineering and Construction

Section A - Conditions applicable to each phase

Prior to registering a phase of the proposed development:

12.0 The applicant/owner ("Owner") shall enter into a Subdivision Agreement, addressing conditions for phases 1 to 4 inclusive including Municipal Infrastructure Schedules, and any other necessary agreements, in a form satisfactory to the City, Region or any other appropriate authority, prior to registering the Draft Plan of Subdivision.

13.0 The Owner shall enter into amending agreement (s) to the Subdivision agreement before registering a subsequent phase to address matters associated with the particular phase, including, but not limited to: engineering matters such as municipal services, road widenings, land dedications, 0.3 metre reserves, public easements, construction and reconstruction, signals, grading, fencing, noise mitigation, and warning clauses; financial issues such as cash contributions, levies (development charges), securities or letters of credit; planning matters such as residential reserve blocks, buffer blocks, site development plan, streetscape plan and associated utility plan and landscape plan approvals; conservation and environmental matters; phasing; and insurance.

14.0 Prior to execution of the Subdivision Agreement, the Owner shall name to the satisfaction of the City Planning and Building Department the telecommunications provider.

15.0 Prior to execution of the Subdivision Agreement, the Owner must submit in writing evidence to the Commissioner of the City Planning & Building Department, that satisfactory arrangements have been made with the telecommunications provider, Cable TV and Hydro for the installation of their plant in a common trench, within the prescribed location on the road allowance.

16.0 Future public roads Street 'A/B', and Street 'C' shall have an ultimate 20 metre right-of-way and conform to City Standards, to the satisfaction of City staff.

17.0 Schedule/timing of removals or relocation of existing services and utilities to be provided by the Owner with each phase of the development. The Owner is responsible for coordinating with all public utilities ensuring uninterrupted services to existing buildings included within Phase 1, 2, 3 and 4 lands during construction of all phases.

18.0 Prior to registration of a phase, the Owner shall provide an updated noise report or addendum for that particular phase to the City's satisfaction.

19.0 Prior to registration of any phase, the Owner shall provide all outstanding Stormwater Report, Hydrogeological Report, Geotechnical Report, Servicing Plan, and Grading Plan

in relation to that phase, to the satisfaction of the City's Planning and Building Department.

20.0 Prior to registration of any phase, the Owner shall provide all outstanding environmental reports in relation to that phase to the satisfaction of the City's Planning and Building Department.

21.0 Prior to registration of any phase, the Owner shall address the impact of that phase on the existing parking area and propose any necessary mitigation measures, to the City's satisfaction.

(a)The Owner shall confirm to the City's satisfaction that, in coordination with all public utilities, uninterrupted services to existing buildings during construction of a particular phase will be ensured.

(b) A Transportation Impact Study for each phase shall be provided to the City's satisfaction prior to registration of that phase.

(c) Applicable warning clauses and additional clauses will be included in the respective schedules of the Subdivision Agreement, including amending agreements, to the City's satisfaction.

22.0 The Owner is required to prepare all documents and to dedicate to the City, at nominal cost, the proposed right-of-way public roads and public parkland, shown on the approved Draft Plan of the Subdivision, in fee simple, such lands to be free and clear of all physical and title encumbrances, to the satisfaction of the City's Planning and Building Department.

23.0 The Owner shall submit a Record of Site Condition (RSC) acknowledgement letter and include all supporting documents for review. The RSC must be posted to the Ministry of the Environment, Conservation and Parks Environmental Site Registry (ESR). The supporting reports must be accompanied by a letter signed and sealed by the respective author of the report or a Principal of the Consulting Firm, which allows the City of Mississauga to make reliance on the findings and conclusions presented in the reports to the same extent as to the property owner. The wording of the reliance must meet the City's sole and unfettered satisfaction. The template is provided on the last page of the following document: https://www.mississauga.ca/wp-content/uploads/2023/11/Section-5-Environmental-Requirements.pdf

24.0 Prior to dedicating required lands to the City, they must be in a condition acceptable to the City in its sole and unfettered discretion that such land is environmentally suitable for the proposed use, as determined by the City, and shall be certified as such by a Qualified Person, as defined in Ontario Regulation 153/04 (as amended). A Certification letter

signed and sealed by the respective author of the reports or a Principal of the Consulting Firm with the following components must be submitted:

(a) include a specific reference of all lands to be dedicated to the City (provide a written legal description in the letter and as a separate attachment, include an overlay on a plan of survey drawn to scale and signed by a licensed Ontario Land Surveyor that clearly outlines the legal boundaries of the conveyance lands);

(b) be signed and dated by a Qualified Person (as defined by section 5 and 6 under O. Reg. 153/04, as applicable);

(c) include a clear statement that these lands meet the applicable full depth generic site condition standards in accordance with O. Reg. 153/04 and are suitable for the intended land use;

(d) include confirmation that there are no well(s) (monitoring/domestic) or include proof of decommissioning of all well(s) on the conveyance lands. The document must reference all applicable guidelines and regulations respecting water wells, including Ontario Regulation 903, RRO 1990, made under the Ontario Water Resources Act, and must provide details of the well(s) decommissioning;

(e) include confirmation that there are no aboveground storage tanks (ASTs) or underground storage tanks (USTs) on the conveyance lands;

(f) include confirmation that there is no debris (including buried debris or waste, as defined by O. Reg. 347) on the conveyance lands. If the removal of demolition or buried debris has occurred, the certification letter must include a statement that indicates all demolition debris has been removed in accordance with applicable guidelines and regulations and attach copies of waste manifests and other supporting documentation;

(g) be accompanied by a letter signed by the author of the letter or a Principal of the Consulting Firm, which allows the City of Mississauga to make reliance on the findings and conclusions presented in the reports to the same extent as to the property owner. The wording of the reliance must meet the City's sole and unfettered satisfaction. The template is provided on the last page of the following document: https://www.mississauga.ca/wp-content/uploads/2023/11/Section-5-Environmental-Requirements.pdf

Please note that an RSC is required to be filed for the conveyance lands prior to land dedication.

Section B - Phase 1 Conditions

Prior to registration of Phase 1 and in addition to the conditions under Section A of Development Engineering conditions:

25.0 The owner shall construct an interim condition along the limit of development between Building 1B and future “Street C” which is to address building egress, walkway access for pedestrians, and appropriate surface treatments suitable for Phase 1. The owner shall extend the interim condition along the limit of development to provide a continuous interim condition between Building 1B and the “extension of Street “A/B” which results in a contiguous interim condition that connects Streets “A/B” and “C”.

26.0 The Owner shall provide the City and the Region any required pedestrian and vehicular easement over the lands subject to the Draft Plan of Subdivision. The Owner shall also prepare an Reference Plan for Future Street “A/B” (Block 12), and provide the City with an easement over the lands for the purpose of inspecting, maintaining and otherwise addressing any issues related to the stormwater infrastructure under Block 12.

27.0 The Owner shall provide a right-of-way package regarding Streets “A/B” as illustrated on the Draft Plan of Subdivision, to the City’s satisfaction. Street “A/B will be constructed to a 15.5 metre right of way width as part of Phase 1, subject to minor adjustments at detailed design stage. The remaining 4.5 metre right-of-way width shall be constructed as part of a future phase. Street “A/B” shall be gratuitously conveyed to the City upon registration of Phase 1. The right-of-way package shall include all necessary above and below grade municipal infrastructure/ utilities, and streetscape elements associated with Street “A/B” including but not limited to, street trees, paving, lighting, furnishings, etc.

Section C - Phase 2 Conditions

Prior to registration of Phase 2 and in addition to the conditions under Section A of Development Engineering conditions:

28.0 The Owner shall provide a right-of-way package for Street “A/B” extension (Block 12) and Street “C” (Block 13) as 20 metre full municipal right of way to the City’s satisfaction and, upon registration of Phase 2, shall gratuitously dedicate the right of ways to the City. The right-of-way package shall include all necessary above and below grade municipal infrastructure/ utilities, and streetscape elements associated with Street “A/B” extension

(Block 12) and Street 'C" (Block 13) including but not limited to, street trees, paving, lighting, furnishings, etc.

Section D – Phase 3 Conditions

Prior to registration of Phase 3 and in addition to the conditions under Section A of Development Engineering conditions:

30.0 The Owner shall provide a right-of-way package for Block 11 that will form part of William Street as 20 metre full municipal right of way, and Block 9 of Street "A/B", which constitutes the remaining 4.5 metre right-of-way width, to the City's satisfaction and, upon registration of Phase 3, shall gratuitously dedicate the right of ways to the City.

31.0 All necessary above and below grade municipal infrastructure/ utilities, and streetscape elements associated with Blocks 9 and 11, including but not limited to storm sewer works, street trees, paving, lighting, furnishings, etc., which shall be completed through the dedication of municipal road.

32.0 Blocks 5 (Park/Market Square), 12 (Street A/B Cont.), and 13 (Street C) have been registered and conveyed to the City.

Section E – Phase 4 Conditions

Prior to registration of Phase 4 and in addition to the conditions under Section A of Development Engineering conditions:

33.0 The Owner shall dedicate Block 10, a 4.5 metre wide right-of-way widening towards the ultimate 20 metre right-of-way of Street "A/B" connecting Queen Street South and Street "A/B", to the City's satisfaction and, upon registration of Phase 4, shall gratuitously dedicate the right of ways to the City.

34.0 All necessary above and below grade municipal infrastructure/utilities, and streetscape elements associated with Block 10, including but not limited to storm sewer works, street trees, paving, lighting, furnishings, etc., which shall be completed through the dedication of municipal right of way.

35.0 Blocks 5 (Park/Market Square), 12 (Street A/B Cont.), and 13 (Street C) have been registered and conveyed to the City.

City Planning and Building Department – Park Planning

36.0 The applicant/owner shall make arrangements acceptable to the City with regards to any Parkland Dedication on the subject property. To fulfil the requirements of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, the City will accept Block 5 (Market Square) of 0.21ha unencumbered Parkland (Phase 2) and Block 7 (Heritage Building) of 0.04 hectares (Phase 2), and Block 6 (Park) of 0.1 hectares unencumbered Parkland (Phase 4), as partial fulfilment of land for park or other public recreational purposes. Prior to issuance of building permit issuance for Phase 1, the applicant shall pay cash-in-lieu for park or other public recreational purposes to satisfy its outstanding Parkland Requirement for the development of the entire Site.

37.0 The applicant/owner acknowledges the Parkland Dedication requirement on the subject property represents 10% land area cap under Section 42 (3.3) of the Planning Act and agrees to a combination of gratuitous land dedication and cash-in-lieu to fulfill the Parkland Requirement of 0.423 hectares.

38.0 The applicant/owner agrees to the completion of base park condition of the gratuitous parkland dedication under the Plan of Subdivision including grading, servicing, protection, and related securities of Parkland Blocks.

<u>City of Mississauga – Transit Infrastructure</u>

39.0 Convenient and accessible pedestrian linkages are to be provided between the existing municipal sidewalk network and MiWay services/stops to ensure accessibility, reduce walking time and encourage transit use.

40.0 The function of the bus stops is to be maintained and shall remain in their current location during and post construction. All appropriate drawings shall be amended to clearly depict the location of the bus stop and a note be added to the plan stating that the existing bus stop is to remain in its current location. EXISTING STOPS: Please be advised that there is an existing nearside transit stop #2455 located at 120 Queen Street South.

41.0 Please be advised that all costs associated with the removal, relocation, and reinstatement of existing transit stops and shelters will be the responsibility of the proponent. All work associated with removal, relocation, and reinstatement of transit shelters shall be completed by MiWay's Shelter Contractor. Payment for the cost of relocating a transit shelter shall be arranged directly with the shelter contractor prior to the shelter being removed and/or relocated.

Please note a MiWay Stop Infrastructure Permit Review Fee, as captured in the Transportation & Works Fees and Charges, as amended, is required for each bus stop impacted by road work. This fee is associated with relocating bus stop markers, placing temporary bus stops and reinstating stops during construction when needed.

42.0 MiWay's Infrastructure Management Team coordinates stop and shelter relocations and must be contacted prior to the commencement of construction. Should any road/boulevard works (including lane disruptions) impact existing transit infrastructure (stops/shelters) or service (routes), the applicant is required to mark off the check box on the ROP/PUCC Application and contact MiWay's Infrastructure Management Team at MiWay.Infrastructure@mississauga.ca at least 10 business days prior to submission of the Road Occupancy Permit (ROP) and include information on proposed traffic management plans. In addition, kindly note, notice of 10 business days is required for the following:

- detour plan in the event of a road closure is needed
- stop removal/relocation

Please contact MiWay.Infrastructure@mississauga.ca for MiWay's Construction Notification Schedule which outlines in detail the notification and infrastructure requirements for transit impacts.

Region of Peel

43.0 Prior to execution of the Subdivision Agreement(s), the Owner shall:

(a) Obtain and submit to the Region a Residential Development Charges Payment Form completed to the best of the Owner's knowledge at the time of the submission and to the satisfaction of the Region in accordance with the engineering drawings and final draft M-plan; and

(b) Pay to the Region the appropriate hard service residential development charges (water, wastewater and road service components), pursuant to the Region's Development Charges By-law, as amended from time to time, calculated based on the information provided in the Residential Development Charges Payment Form.

44.0 Provision shall be made in the Subdivision Agreement with respect to:

(a) Payment to the Region of appropriate soft service development charges and any outstanding hard service development charges; and

(b) Collection of development charges for future residential development blocks (non-freehold townhouses or apartment blocks) pursuant to the Region's Development Charges By-law, as amended from time to time.

45.0 Water Meter Fees

(a) Prior to registration of each phase of the plan of subdivision, the Owner shall pay to the Region the appropriate water meter fees, in accordance with the Region's Fees By-law, as amended from time to time for residential building lots (singles, semi-detached and freehold townhomes) to the satisfaction of the Region in accordance with the engineering drawings and final draft M-Plan for the Lands;

(b) A clause shall be included in the Subdivision Agreement(s) that water meter fees for future residential development (non-freehold townhouses or apartment blocks) and commercial blocks shall be payable to the Region prior to issuance of building permits, in accordance with the Region's Fees By-law, as amended from time to time; and

(c) A clause shall be included in the Subdivision Agreement that in the event of underpayment of water meter fees, the Owner shall be responsible for payment thereof forthwith upon request.

46.0 Prior to servicing, the Owners engineer shall submit all engineering drawings in digital format to the latest Region's Digital Format Guidelines.

47.0 Within 60 days of preliminary acceptance of the underground services, the Owner's engineer shall submit "As Constructed" drawings in digital format, pursuant to the Region's Digital Format Guidelines. The Owner's engineer shall also provide ties to all main line valves, ties to individual water service boxes, linear ties to sanitary sewer services and GPS coordinates of all watermain and sanitary sewer appurtenances in accordance with the latest requirements of the Region's "Development Procedure Manual". A clause shall be included in the Subdivision Agreement in respect of same.

48.0 Prior to registration of each phase of the subdivision, the Owner shall execute a Subdivision Agreement with the local municipality and Region for the construction of municipal sanitary sewer, water and regional roads associated with the lands. The Owner shall construct and design these services in accordance with the latest Region standards and requirements.

49.0 General Conditions - Prior to satisfactory engineering submission, the Owner shall submit to the Region for review and approval: (a) Functional Servicing Report showing the proposed sanitary sewer and water servicing plans for the development.

50.0 Prior to servicing, the Owner shall submit a satisfactory engineering submission to the Region for review and approval.

51.0 Prior to registration of each phase of the subdivision, the Owner shall pay the Region's costs for updating its electronic "As Constructed" information for the infrastructure installed by the Owner. The cost shall be based on a "per kilometre" basis for combined

watermains and sanitary sewers installed pursuant to the Region's latest User Fees By-law.

52.0 Prior to registration of each phase of the subdivision, the Owner shall ensure that:

(a) All lots and blocks must be serviced via an internal road network. Clauses shall be included in the Subdivision Agreement in respect of same.

53.0 Prior to servicing, the Region may require the Owner to construct a sampling hydrant (at the Owner's cost) within the proposed plan. Location and the requirement for sampling hydrant will be determined at the engineering review stage.

54.0 The Owner agrees that the Region shall hold back a portion of the Letter of Credit to cover the costs of services completed by the Region on a time and material basis pursuant to the current Region's User Fee By-law. A clause shall be included in the Subdivision Agreement in respect of same.

55.0 The Owner will maintain adequate chlorine residuals in the watermains within the plan from the time the watermains are connected to the municipal system until such time as the Region issues Final Acceptance. To maintain adequate chlorine residuals, the Owner shall either install automatic flushing devices or retain Regional staff to carry out manual flushing. Regional staff shall conduct the monitoring and testing for chlorine residuals. All costs associated with the monitoring and flushing shall be the responsibility of the Owner pursuant to the current Region's User Fee By-law. A clause shall be included in the Subdivision Agreement in respect of same.

56.0 Provision will be required in the Subdivision Agreement(s) for the following clauses in respect of servicing existing properties within the zone of influence in the event that existing private services (wells) deteriorate due to the servicing of the proposed plan of subdivision;

(a) Until the issuance of Final Acceptance, a portion of the Letter of Credit shall be held back to serve as protection for the private wells in the zone of influence of the plan of subdivision. This amount shall be based on the anticipated cost of replacing water supplies within the zone of influence as shown in the schedules of the agreement. The minimum amount shall be $20,000.00. If the private well systems in the zone of influence deteriorate due to the servicing of the plan of subdivision the Owner shall provide temporary water supply to the residents upon notice by the Region and the Owner shall continue supplying the water to the effected residents until the issue is resolved to the satisfaction of involved parties. If the quantity of water in the existing wells is not restored to its original condition within a month after first identification of the problem, the Owner shall engage the services of a recognized hydrogeologist to evaluate the wells and recommend solutions including deepening the wells or providing a permanent water service

connection from the watermain to the dwelling unit.

(b) The Owner shall inspect, evaluate and monitor all wells within the zone of influence prior to, during and after the construction has been completed. Progress Reports should be submitted to the Region as follows:

(i) Base line well condition and monitoring report shall be submitted to the Region prior to the pre-servicing or registration of the plan (whichever occurs first) and shall include as a minimum requirement the following tests:

A. Bacteriological Analysis - Total coliform and E-coli counts

B. Chemical Analysis - Nitrate Test

C. Water level measurement below existing grade

(ii) In the event that the test results are not within the Ontario Drinking Water Standards, the Owner shall notify in writing the Homeowner, the Region of Peel's Health Department (Manager - Environmental Health) and Public Works Department (Development Supervisor) within 24 Hours of the test results.

(iii) Well monitoring shall continue during construction and an interim report shall be submitted to the Region for records. Well monitoring shall continue for one year after the completion of construction and a summary report shall be submitted to the Region prior to Final Acceptance.

Clauses shall be included in the Subdivision Agreement in respect of same.

57.0 Prior to registration of each phase of the subdivision, the Owner shall submit draft reference plan(s) for the Region's review and approval prior to such plans being deposited. All costs associated with preparation and depositing of the plans and transfer of lands shall be at the sole expense of the Owner.

58.0 The Owner agrees that prior to the Region granting clearance of the draft plan conditions of subdivision approval, the following shall require to be forwarded to the Region's Legal Services Division: (a) A copy of the final signed M-Plan; (b) A copy of the final draft R-Plan(s); and (c) Easement and conveyance documents required pursuant to this Agreement and the registration of this plan. A clause shall be included in the Subdivision Agreement in respect of same.

<u>Dufferin-Peel Catholic and Peel District School Boards</u>

59.0 Prior to final approval of each phase, the City shall be advised by the School Boards that satisfactory arrangements regarding educational facilities have been made between the Owner and the School Boards for this plan.

60.0 Prior to final approval of each phase, the Dufferin-Peel Catholic District School Board is to be satisfied that the applicant has agreed to include in the Subdivision Agreement, and all offers of purchase and sale for all residential lots, the following warning clauses until the permanent school for the area has been completed:

(a) Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.

(b) That the purchasers agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.

61.0 That the Subdivision Agreement shall contain a clause satisfactory to the Dufferin-Peel Catholic District School Board that the Owner will erect and maintain signs at the entrances to the subdivision which shall advise prospective purchasers that due to present school facilities, some of the children from the subdivision may have to be accommodated in temporary facilities or bussed to schools, according to the Board's Transportation Policies. These signs shall be to the School Board's specifications and at locations determined by the Board.

62.0 Prior to final approval of each phase, the Peel District School Board is to be satisfied that the following provision is contained in the Subdivision Agreement and on all offers of purchase and sale for a period of five years after registration of the plan:

(a) Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the Planning and Resources Department of the Peel District School Board to determine the exact schools.

63.0 That the Subdivision Agreement shall contain a clause satisfactory to the Peel District School Board that the Owner will erect and maintain signs at the entrances to the subdivision which shall advise prospective purchasers that due to present school facilities, some of the children from the subdivision may have to be accommodated in temporary facilities or bussed to schools, according to the Board's Transportation Policies. These

signs shall be to the School Board's specifications and at locations determined by the Board.

Canada Post

64.0 The Owner will provide the uniquely addressed multi-unit residential component with its own centralized mail receiving facility. This lock-box assembly must be:

- A single enclosed space – there must only be one mailroom per address
- Rear-loading – a requirement for all multi-unit buildings with 100 or more units
- Adjacent to the ground floor main entrance – the door to the delivery side must be adjacent to the main entrance or accessible via the ground floor lobby – not via a service corridor, parcel room or rear of building
- Accessible via the Canada Post lock/key system – concierge & private keys are not acceptable means of lobby/mailroom access
- In compliance with Canada Post Standards – refer to the Delivery Standards Manual mentioned below

65.0 The Owner agrees to provide Canada Post with access to any locked doors between the street and the lockboxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retrofitted with a Canada Post deadbolt cylinder

66.0 Grade level retail and residential units may also require centralized mail receiving equipment – the Owner should consult with Canada Post to determine if privately owned lockbox or Canada Post Community Mailbox is required for mail service to these units.

Rogers Cable

67.0 The Owner shall agree in the Subdivision Agreement to :

(a) permit all CRTC-licensed telecommunications companies intending to serve the Subdivision (the "**Communications Service Providers**") to install their facilities within the Subdivision, and

(b) provide joint trenches for such purpose.

68.0 The Owner shall agree in the Subdivision Agreement to grant, at its own cost, all easements required by the Communications Service Providers to serve the Subdivision and will cause the registration of all such easements on title to the property.

69.0 The Owner shall agree in the Subdivision Agreement to coordinate construction activities with the Communications Service Providers and other utilities and prepare an overall composite utility plan that shows the locations of all utility infrastructure for the Subdivision, as well as the timing and phasing of installation.

70.0 The Owner shall agree in the Subdivision Agreement that, if the Owner requires any existing Rogers facilities to be relocated, the Owner shall be responsible for the relocation of such facilities and provide where applicable, an easement to Rogers to accommodate the relocated facilities.

Enbridge

71.0 The Owner agrees to provide Enbridge Gas Inc. (Enbridge Gas) the necessary easements at no cost and/or agreements required by Enbridge Gas for the provision of local gas services for this project, in a form satisfactory to Enbridge Gas.

Canadian Pacific Kansas City Railway Company (CPCK)

72.0 CPKC's drainage infrastructure, including ditches and culverts, is designed exclusively to manage railway stormwater. These systems are not engineered to accommodate flows from adjacent developments. Owner must not incorporate or rely on CPKC drainage systems as part of their stormwater management plans, all stormwater management strategies must remain fully independent of CPKC property.

73.0 All construction, continued maintenance, access, and egress must be done without entering the railroad right of way. This includes but is not limited to maintenance of any equipment, lawn care, snow plowing and emergency exits via windows or doors.

74.0 CPKC recommends that the below conditions be inserted in all property and tenancy agreements or future offers of purchase and sale for all dwelling units in the proposed building(s):

"CPKC and/or its assigns or successors in interest has or have a railway right-of-way and/or yard located adjacent to the subject land hereof with operations conducted 24 hours a day, 7 days a week, including the shunting of trains and the idling of locomotives. There may be alterations to, or expansions of, the railway facilities and/or operations in the future, which alterations or expansions may affect the living environment of the residents in the vicinity. Notwithstanding the inclusion of any noise and/or vibration attenuating measures in the design of the development and individual dwellings, CPKC will not be responsible for complaints or claims arising from the use of its facilities and/or its operations on, over, or under the aforesaid right-of-way and/or yard."

Bell Canada

75.0 The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

76.0 The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current or valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

77.0 The Owner is to provide Bell Canada with servicing plans/CUP at their earliest convenience to planninganddevelopment@bell.ca to confirm the provision of communication/telecommunication infrastructure needed to service the development.

78.0 It is the responsibility of the Owner to provide entrance /service duct(s) from Bell Canada's existing network infrastructure to service the development. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure. If the Owner elects not to pay for the noted connection. Bell Canada may decide not to provide service to the development.

Alectra Utilities

79.0 Prior to final approval, the Owner shall submit the following to the satisfaction of Alectra Utilities:

(a) Confirmation indicating whether the development will be serviced by looped primary distribution between the five (5) proposed transformers, or by a customer owned transformation equipment;

(b) Detailed electrical load and demand calculations for the proposed development;

(c) A Single Line Diagram (SLD);

(d) An updated site plan identifying locations and dimensions of all proposed transformers, or a site plan identifying the proposed switchgear, if a customer-owned substation is planned.

THE REQUIREMENTS OF THE CITY WILL BE EFFECTIVE FOR THIRTY-SIX (36) MONTHS FROM THE DATE THE CONDITIONS ARE APPROVED BY THE COMMISSIONER, PLANNING AND BUILDING DEPARTMENT. AFTER THIS DATE

REVISED CONDITIONS WILL BE REQUIRED. NOTWITHSTANDING THE SERVICING REQUIREMENTS MENTIONED IN SCHEDULE A, CONDITIONS OF APPROVAL, THE STANDARDS IN EFFECT AT THE TIME OF REGISTRATION OF THE PLAN WILL APPLY.