



MISSISSAUGA

SCHEDULE A CONDITIONS OF APPROVAL

FILE: T-M19001 W1

SUBJECT: Draft Plan of Subdivision
1082 Lakeshore Road East and 800 Hydro Road
Southside of Lakeshore Road East, east of Cawthra Road
City of Mississauga
Lakeview Waterfront

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granted under Section 51 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, is valid until approval is either withdrawn or the plan is registered. Approval may be withdrawn by the Commissioner, Planning and Building Department if approval of the final plan has not been given three (3) years after the date of approval of the draft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 October 8, 2021.
- 2.0 That the owner agree, in writing, to satisfy all the requirements, financial and otherwise of the City and the Region.
- 3.0 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 and landscape plan approvals; conservation and environmental matters; phasing and insurance. THE DETAILS OF THESE REQUIREMENTS ARE CONTAINED IN COMMENTS FROM AUTHORITIES, AGENCIES, AND DEPARTMENTS OF THE CITY AND REGION AS CONTAINED IN THE APPLICATION STATUS REPORT DATED OCTOBER 15 2021, THAT CORRESPONDS TO THE RESUBMISSIONS MADE UP TO OCTOBER 15, 2021 AND REMAIN APPLICABLE. THESE COMMENTS HAVE BEEN PROVIDED TO THE APPLICANT OR THEIR CONSULTANTS AND FORM PART OF THESE CONDITIONS.
- 4.0 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.

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- 5.0 The applicant/owner shall agree to convey/dedicate, gratuitously, any required road or highway widenings, 0.3 m (1 ft.) reserves, walkways, sight triangles, buffer blocks and utility or drainage easements to the satisfaction of the City, Region or other authority.
- 6.0 The applicant/owner shall agree to convey/dedicate, gratuitously, a permanent easement for the proposed 6 m corridor along Serson Creek to the satisfaction of the City.
- 7.0 The applicant/owner shall provide all updated reports, plans or studies required by agency and departmental comments. These documents shall include, but are not limited to, the following:
- 7.1 Remedial Action Plan;
 - 7.2 Signed Acknowledgement from Utility Companies and the Regional Municipality of Peel Regarding Environmental Risk Management Measures and Health and Safety Requirements;
 - 7.3 Functional Servicing Report
 - 7.4 Geotechnical Investigation & Preliminary Hydrogeological Report
 - 7.5 Noise Feasibility Study
 - 7.6 Traffic Impact Study
 - 7.7 VISSIM Microsimulation Report
 - 7.8 Heritage Interpretation Plan
- 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 That in accordance with CPD Resolution 0121-91, that a minimum of three car spaces per dwelling, including those in a garage be required and a minimum of 0.25 visitor parking space per dwelling be required on the street for the subject development.
- 10.0 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.
- 11.0 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".
- 12.0 Prior to final approval, the developer 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.
- 13.0 The applicant/owner shall make arrangements acceptable to the City with regard to any Park issues including Park or Greenbelt development, Park Plans including park grading and all

park related service connections including but not limited to drainage, grading, utility connections as well as buffer planting, fencing or hoarding.

To fulfil the requirements of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, the City will accept Block Number 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, free and clear of encumbrances and any easements unless permitted by the City, having an area of 5.39 ha (13.32 ac.) for partial fulfilment of land for park or other public recreational purposes. Prior to plan registration, the applicant shall pay cash-in-lieu for any outstanding land dedication deficit for park or other public recreational purposes. Furthermore, the Subdivision Agreement include details relating to the conveyance of park blocks and timing of their conveyance, including the requirement for phasing plans and for the applicant/ owner to enter into associated Park Design and Development agreements should the City agree that the owner build the park blocks prior to their conveyance.

- 14.0 Prior to final approval, the City shall be advised by the School Boards that satisfactory arrangements regarding educational facilities have been made between the developer/applicant and the School Boards for this plan.
- 15.0 Prior to final approval, 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:
 - 15.1 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.
 - 15.2 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.
- 16.0 That the Subdivision Agreement shall contain a clause satisfactory to the Dufferin-Peel Catholic District School Board that the developer 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.
- 17.0 Prior to final approval, 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 ten years after registration of the plan:
 - 17.1 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.

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- 17.2 Whereas, despite the efforts of the Peel District School Board, please be advised that noise, dust and truck traffic are normal circumstances during the construction of a school, and once constructed, the school will have normal operating conditions for a school such as noise, exterior lighting, portable classrooms (including installation and removal), and increased traffic on surrounding streets during peak A.M. and P.M. hours and during special events
- 17.3 The purchaser agrees that for the purposes of transportation to school the residents of the development shall agree that the students will meet the school bus on roads presently in existence or at another designated place convenient to the Peel District School Board. Bus stop locations will be assessed and selected by the Student Transportation of Peel Region's Bus Stop Assessment (STOPR012) procedure and process
- 18.0 That the Subdivision Agreement shall contain a clause satisfactory to the Peel District School Board that the developer 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.
- 19.0 Prior to final approval, satisfactory arrangements shall have been made with the Peel District School Board, acting reasonably, for the acquisition, or reservation for future acquisition, of Block Number 5 for a period of ten years following registration of a plan of subdivision containing Block Number 5.
- 20.0 That the Subdivision Agreement shall contain a clause satisfactory to the Peel District School Board that the developer will agree to pay for the full cost of the installation of the artificial turf soccer field, generally in keeping with the dimensions identified on the July 30th, 2021 Lakeview Urban School Site Fit - Moffet & Duncan Architects Inc, to the Board's approved standard.
- 21.0 That the Subdivision Agreement shall contain a clause satisfactory to the Peel District School Board that the developer will agree to pay for the full cost of the installation of air conditioning in the school facility to the Board's approved standard if deemed required.
- 22.0 Prior to final approval, Credit Valley Conservation requires the following:
- 22.1 The owner is to obtain all necessary permits from Credit Valley Conservation in accordance with Ontario Regulation 160/06.
- 22.2 That the plan will address the recommendations of the approved Environmental Impact Study (prepared by Beacon Environmental) to the satisfaction of Credit Valley Conservation.
- 22.3 That the plan will address the recommendations of the approved Shoreline Hazard Assessment (prepared by Baird) to the satisfaction of Credit Valley Conservation
- 22.4 That appropriate sediment and erosion control measures be implemented and maintained during all phases of construction to the satisfaction of the City of Mississauga and Credit Valley Conservation.

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- 22.5 That detailed engineering plans be prepared to the satisfaction of Credit Valley Conservation, which describe the means whereby stormwater will be treated and conducted from the site to a receiving body.
- 22.6 That the Subdivision Agreement between the owner and the City shall contain provisions with respect to the following, and with wording acceptable to Credit Valley Conservation, wherein the owner agrees to carry out or cause to be carried out the works noted above.
- 23.0 That the owner/applicant agree to provide a temporary location at which Canada Post Corporation may locate community mailboxes during construction, until curbing and sidewalks are in place at the prescribed permanent mailbox locations.
- 24.0 That in consultation with Canada Post Corporation, the owner/applicant agrees to provide at their expense the following for the permanent mailbox locations:
- 24.1 An appropriately sized sidewalk section on which Canada Post mailboxes will be placed, adjacent to the municipal sidewalk (where applicable), and any required footpaths across the boulevard from the curb to the sidewalk;
- 24.2 Any required curb depressions and wheelchair access for mailbox sites where no sidewalk is planned.
- 25.0 Prior to execution of the Subdivision Agreement, the developer must identify the telecommunications provider, and submit in writing, evidence to the Commissioner of the City Transportation and Works 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.
- 26.0 That the applicant/owner acknowledge that the draft plan does not currently take into account intersection design requirements, and that some intersections may need to be widened to accommodate the turning radii for waste collection and emergency vehicles.
- 27.0 That the applicant/owner acknowledge that the proposed street right-of-way cross-sections are generally not intended to change other than to achieve intersection design requirements referred to above and accommodate the City's and Region's standard elements. If it is determined through detailed design that elements of the proposed cross sections do not fit within a road allowance, it is intended that the cross sections would be revised, and may include, but not limited to, widening of the cross sections.
- 28.0 That a condition of the Subdivision Agreement shall be that a Ministry of Environment, Conservation and Parks-acknowledged Record of Site Condition is required for a development block prior to issuance of an unconditional building permit and prior to connection to municipal utilities and services for that development block.
- 29.0 That a condition of Subdivision Agreement shall be that prior to occupancy of any development block, the developer is required to enter into an easement agreement with the City and/or Region where a public utility and/or public access is required on private lands to service that development block.
- 30.0 That a condition of Subdivision Agreement shall be that prior to occupancy of any development block, the developer is required to enter into an easement agreement with the

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- private utility provider where any private utility service and/or access is required to service that development block.
- 31.0 That a condition of Subdivision Agreement shall be that the owner/applicant provide for warning clauses in any agreements of purchase and sale advising prospective purchasers that the details of the master plan including and parks and open spaces are conceptual and subject to change through the site plan and plan of condominium process.
- 32.0 That a condition of Subdivision Agreement shall be that the owner/applicant provide for warning clauses in any agreements of purchase and sale and condominium declarations advising prospective purchasers for blocks 1, 3, 4, 6, 7 and 18 that notwithstanding mitigation measures, units may be subject to occasional odours from neighbouring industrial uses.
- 33.0 That a condition of Subdivision Agreement shall be that the owner/applicant provide for warning clauses in any agreements of purchase and sale and condominium declarations advising prospective purchasers for blocks 1-5 and 18 that those land have been designated Class 4 under the Environmental Noise Guidelines for Stationary and Transportation Sources in the MECP guidelines, due to their proximity to noise emitting sources and as such will be subject to occasional increased noise levels in accordance with the Class 4 noise regulations.
- 34.0 That the Subdivision Agreement shall contain provisions detailing the owner/applicant's commitment to provide a minimum of 5% affordable housing units of the overall approved number of units, in accordance with the City's Affordable Housing Strategy, and shall include at a minimum:
- housing mix of unit types and tenures satisfactory to the City,
 - a maximum of 150 purpose-built market rental units,
 - phasing plans and locations of the units,
 - affordability period and thresholds
 - administration and related matters
- 35.0 Prior to execution of the Subdivision Agreement, Lakeview Community Partners shall complete the Purchase and Sale Agreement with the Region of Peel for the acquisition of the lands required to complete the proposed Lakefront Promenade extension.
- 36.0 The applicant/owner acknowledge that the City will permit underground services and base asphalt to be installed in the proposed subdivision prior to registration of the plan, in accordance with a process to be determined by the City, acting reasonably.
- 36.1 Prior to the issuance of pre-servicing approval the applicant/owner shall provide a satisfactory Pre-Servicing Submission, as determined by the City and obtain approvals from MECP, CVC, the Region of Peel, PUCC and any other external agency/authority as may be required by the City.
- 37.0 The applicant/owner agrees to execute and deposit with the City an Indemnification Letter for Pre-Servicing, in a form as approved by the City.
- 38.0 The applicant/owner agrees to enter into an agreement, or any other form of approval as determined by the City, which will deal with matters including but not limited to securities, site access for City staff, inspections, engineering consulting/monitoring requirements, conditions of approval, restrictions on transfer, etc.

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- 39.0 The applicant/owner agree that Pre-Servicing cannot commence until after a pre-construction meeting has been held and a confirmation letter has been provided by the City allowing the work to begin.
- 40.0 Prior to the 1st Engineering Submission being provided to the City, the owner must finalize a Memorandum of Agreement (MOA) with City and Region and the district energy provider that sets out the key components of the agreements needed to implement a District Energy System, to the satisfaction of the City and the Region.
- 40.1 These agreements include, but are not limited to the following:
- a. Infrastructure Agreement between the district energy provider and LCPL, on terms satisfactory to the City and Region, for the purposes of ensuring ongoing regard is had for the matters under s.51(24) including the public interest
 - b. Access Agreement (or Encroachment Agreement, whichever is required by the City) between the district energy provider and the City, on terms satisfactory to the City
 - c. Ground Lease Agreement between the City and the district energy provider for use of City-owned lands for the central District Energy plant and other related uses, on terms satisfactory to the City
 - d. Wastewater Energy Transfer Agreement between the district energy provider and the Region, on terms satisfactory to the Region.
- 40.2 Prior to granting authority to commence site servicing works, the agreements required under the MOA shall have been finalized to the satisfaction of City and Region, and signed by the owner and/or district energy operator, as may be the case.
- 40.3 As a condition of Plan of Subdivision registration, the agreements required under the MOA shall have been fully executed, to the satisfaction of the City and Region.
- 40.4 That the owner be required to include warning clauses in each agreement of purchase and sale advising of the District Energy System and associated matters (i.e. privately owned and operated utility, unregulated price structure, and such other matters as the City shall advise).
- 41.0 Prior to the 1st Engineering Submission being provided to the City, the owner must finalize a Memorandum of Agreement with City, Region, and the automated vacuum waste operator that sets out the key components of the agreements needed to implement the Automated Vacuum Waste Collection System.
- 41.1 These agreements include, but are not limited to, the following:
- a. Infrastructure Agreement between LCPL and the automated vacuum waste operator, on terms satisfactory to the City and Region, for the purposes of ensuring ongoing regard is had for the matters under s.51(24) including the public interest
 - b. Access Agreement (or Encroachment Agreement, whichever is appropriate) between the automated vacuum waste operator and the City, on terms satisfactory to the City
 - c. Ground Lease Agreement between the automated vacuum waste operator and the City for use of City-owned lands to deliver aspects of the Automated Vacuum Waste Collection System, on terms satisfactory to the City

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- 41.2 Prior to the 1st Engineering Submission being provided to the City, the owner must receive confirmation from Community Services whether the proposed Park Blocks will be designed, built, and serviced with the proposed Automated Vacuum Waste Collection System; and
- 41.3 Concurrent with the 1st Engineering Submission being provided to the City, LCPL must confirm that waste and recycling receptacles can be accommodated within the public rights-of-way and connected to the Automated Vacuum Waste Collection System, to the satisfaction of Transportation and Works.
- 41.4 Prior to granting authority to commence site servicing works, the agreements required under the MOA shall be finalized to the satisfaction of City and Region.
- 41.5 As a condition of Plan of Subdivision registration, the agreements required under the MOA shall be executed, to the satisfaction of the City and Region.
- 41.6 That the Owner be required to include warning clauses in each agreement of purchase and sale advising of the Automated Vacuum Waste Collection System and associated matters (i.e. privately owned and operated utility, unregulated price structure, etc.)
- 42.0 The applicant/owner shall make satisfactory arrangements with the Region of Peel and City of Mississauga for mitigation measures and external road improvements as described in the Transportation Considerations Report, including all addendums as prepared by The Municipal Infrastructure Group Ltd. to support full build-out of the proposed development. The mitigation measures prior to full build-out are as follows:
- a. Construction of westbound right-turn lane at Cawthra Road and Lakeshore Road East;
 - b. Construction of westbound right-turn lane at Dixie Road and Lakeshore Road East;
 - c. Construction of eastbound right-turn lane at Lakefront Promenade and Lakeshore Road East;
 - d. Northbound lanes reconfigured at Lakefront Promenade and Lakeshore Road East to include a dedicated left-turn lane and share through/right lane;
 - e. Construction of eastbound right-turn lane at Hydro Road and Lakeshore Road East;
 - f. Northbound lanes reconfigured at Hydro Road and Lakeshore Road East to include a dedicated left-turn lane and a shared left/through/right lane;
 - g. Signalization of Hydro Road and Lakeshore Road East intersection, as per Lakeshore Connecting Communities BRT roll plan drawings.
- Further considerations may include:
- h. Ogden Avenue and Haig Boulevard road extensions, and the implementation of the Lakeshore Connecting Communities Bus Rapid Transit (BRT) being completed;
 - i. Construction of eastbound right-turn lane at Haig Boulevard and Lakeshore Road East;
 - j. Northbound lanes at Ogden Avenue and Lakeshore Road East configured to include a dedicated left-turn lane and a shared through/right lane;
 - k. Northbound lanes at Haig Boulevard and Lakeshore Road East configured to include a dedicated left-turn lane and a shared through/right lane; and,
 - l. Southbound lanes reconfigured at Dixie Road and Lakeshore Road East to include a dedicated right-turn lane and a shared left/through lane.

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43. That the applicant/owner acknowledge that should conventional waste pick up be required, that the right-of-way cross sections may need to be revised, and may include, but not be limited to the widening of lane widths, intersection radii and/or cross sections dimensions.
 44. Concurrent with the 1st Engineering Submission, the applicant's Consulting Engineer shall confirm that the proposed Joint Utility Trench is designed to accommodate the required the City's / Region's Public Service Network (PSN) to the satisfaction of the City.
 45. Prior to granting authority to commence site servicing works, details of smart technology below grade infrastructure, including but not limited to the requirements of wayfinding elements and smart street lighting poles, must be finalized to the satisfaction of the City.
 - 46.0 That prior to signing of the final plan, the Commissioner of Planning and Building is to be advised that all of the above noted conditions have been carried out to the satisfaction of the appropriate agencies and the City.

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.