

From: [Harrison Rong](#)
To: [Jessica Pascucci](#)
Subject: RE: CofA March 3rd Hearing Agenda
Date: Thursday, February 10, 2022 1:59:28 PM
Attachments: [image002.png](#)
[image003.png](#)
[Metrolinx Environmental Easement January 2022.pdf](#)

Good afternoon Jessica,

Please see below for Metrolinx's comments on the March 3, 2021 Committee of Adjustment Agenda for the City of Mississauga.

3160 Derry Road

Metrolinx is in receipt of the application for consent to sever the existing 3160 Derry Road property. This consent to sever has no implications on Metrolinx property (i.e. Metrolinx operations on the Weston Subdivision and GO Station lands), Metrolinx has no objections should the committee choose to grant approval. It should be noted that Metrolinx has previously provided comments on the site plan approval for 3160 Derry Road (SP 20-91 W5).

180 Rutledge Road

Metrolinx is in receipt of the minor variance application and consent to sever and transfer "Parcel B" from the existing 180 Rutledge Road property (Parcel A) onto "Parcel C". It is Metrolinx's understanding that the minor variance pertains to the construction of a residential apartment on 180 Rutledge Road. As the requested variance does not have implications on Metrolinx property (i.e. Metrolinx operations on the CP Galt Subdivision and GO Station lands), Metrolinx has no objections should the committee choose to grant approval.

It should be noted that Metrolinx has previously provided comments on site plan approval for 170-190 Rutledge Road.

40 Pine Avenue

Metrolinx is in receipt of the minor variance application and consent to sever the existing 40 Pine Avenue property into two residential lots. It is Metrolinx's understanding that the minor variance involves the construction of a new semi-detached dwelling. Metrolinx's comments on the subject application are noted below:

- The subject property is located within 300 metres of Metrolinx's Oakville Subdivision which carries Metrolinx's Lakeshore West GO Train service.
- The Proponent shall provide confirmation to Metrolinx, that the following warning clause has been inserted into all Development Agreements, Offers to Purchase, and Agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the Railway Corridor

Warning: Metrolinx and its assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.

- As per section 3.9 of the Federation of Canadian Municipalities and Railway Association of Canada's Guidelines for New Development in Proximity to Railway Operations, the Owner shall grant Metrolinx an environmental easement for operational emissions. The environmental easement provides clear notification to those who may acquire an interest in the subject property and reduces the potential for future land use conflicts. The environmental easement shall be registered on title of the subject property. A copy of the form of easement is included for the Owner's information. The applicant may contact Harrison.Rong@Metrolinx.com with questions and to initiate the registration process.

39 Inglewood Drive

Metrolinx is in receipt of the minor variance application for 39 Inglewood Drive to facilitate the construction of a new dwelling. Metrolinx's comments on the subject application are noted below:

- The subject property is located within 300 metres of Metrolinx's Oakville Subdivision which carries Metrolinx's Lakeshore West GO Train service.
- The Proponent shall provide confirmation to Metrolinx, that the following warning clause has been inserted into all Development Agreements, Offers to Purchase, and Agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the Railway Corridor
 - **Warning:** Metrolinx and its assigns and successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such right-of-way in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx to use the right-of-way or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.
- As per section 3.9 of the Federation of Canadian Municipalities and Railway Association of Canada's Guidelines for New Development in Proximity to Railway Operations, the Owner shall grant Metrolinx an environmental easement for operational emissions. The environmental easement provides clear notification to those who may acquire an interest in the subject property and reduces the potential for future land use conflicts.

The environmental easement shall be registered on title of the subject property. A copy of the form of easement is included for the Owner's information. The applicant may contact Harrison.Rong@Metrolinx.com with questions and to initiate the registration process.

Best regards,
Harrison Rong

Project Coordinator, Third Party Projects Review

Metrolinx

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From: Jessica Pascucci <Jessica.Pascucci@mississauga.ca>

Sent: January 25, 2022 3:56 PM

Subject: CofA March 3rd Hearing Agenda

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Hello,

Here is the link to the CofA March 3rd hearing agenda:

<https://mississauga.box.com/s/rombc1d3knx5w52zqr9wuxjdecgu1qci>

Please provide comments no later than February 18, 2022 at 4:30pm.

For external agencies, please send comments to committee.adjustment@mississauga.ca.

Regards,



Jessica Pascucci

Committee of Adjustment Coordinator

T 905-615-3200 ext. 5422

jessica.pascucci@mississauga.ca

[City of Mississauga](#) | Corporate Services Department,
Legislative Services Division

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Form of Easement

WHEREAS the Transferor is the owner of those lands legally described in the Properties section of the Transfer Easement to which this Schedule is attached (the "**Easement Lands**");

IN CONSIDERATION OF the sum of TWO DOLLARS (\$2.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Transferor, the Transferor transfers to the Transferee, and its successors and assigns, a permanent and perpetual non-exclusive easement or right and interest in the nature of a permanent and perpetual non-exclusive easement over, under, along and upon the whole of the Easement Lands and every part thereof for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Easement Lands at any time during the day or night with noise, vibration and other sounds and emissions of every nature and kind whatsoever, including fumes, odours, dust, smoke, gaseous and particulate matter, electromagnetic interference and stray current but excluding spills, arising from or out of, or in connection with, any and all present and future railway or other transit facilities and operations upon the lands of the Transferee and including, without limitation, all such facilities and operations presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increases, enlargement and other changes to such operations (herein collectively called the "**Operational Emissions**").

THIS Easement and all rights and obligations arising from same shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective officers, directors, shareholders, agents, employees, servants, tenants, sub-tenants, customers, licensees and other operators, occupants and invitees and each of its or their respective heirs, executors, legal personal representatives, successors and assigns. The covenants and obligations of each party hereto, if more than one person, shall be joint and several.

Easement in gross.