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REPORT TITLE: **Encroachment Agreement - 2210 Speakman Drive - City of Mississauga, Ward 2 – Trillium Health Partners**

FROM: Patricia Caza, Regional Solicitor and Commissioner of Legislative Services

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## **RECOMMENDATION**

**That the annual encroachment fee of \$307.50 plus HST as prescribed in By-law 43-2002, as amended, titled the “Fees By-law”, be waived for the encroachment by Trillium Health Partners over the Region of Peel’s easements at the property located at 2210 Speakman Drive, City of Mississauga, Ward 2.**

## **REPORT HIGHLIGHTS**

- Regional Council approval is required to waive the annual encroachment fee prescribed in By-law 43-2002, as amended, for Trillium Health Partners.

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## **DISCUSSION**

### **1. Background**

Trillium Health Partners (the “**Owner**”) is one of Ontario’s leaders in delivering patient care. They acquired a property located at 2210 Speakman Drive in the City of Mississauga (the “**Subject Lands**”) on June 27, 2018, for the development of a new long-term care home.

The Regional Municipality of Peel (the “**Region**”) has various registered easements affecting the Subject Lands (as shown on Appendix I – Aerial of Subject Lands). The Owner has requested that landscaping, benches, fencing, paving, light standards and private servicing (the “**Encroachments**”) encroach within the following Regional easements:

- Instrument TT136610: registered on May 1, 1961, a permanent easement for watermains, sanitary sewers, hydro and municipal services and related appurtenances. On December 4, 2000, a Notice re-instating the rights of this Instrument was registered (Instrument PR20142).
- Instrument RO1174850: registered on August 4, 1998 a permanent easement for a 60” Herring feedermain by way of Transfer Order from Ontario Clean Water Agency.

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- Instrument PR1545156: registered on October 2, 2008, a permanent easement for watermain and feedermain and related appurtenances. The watermain and feedermain easement document registered on title states that the easement lands must be kept free and clear of any buildings, structures, or obstructions; not to deposit on or remove any fill from the servient tenement and not to do or suffer to be done any other things which might injure or damage the said watermains or feedermain.
- Instrument PR2555466: registered on June 27, 2014, a permanent easement for watermains and feedermain and related appurtenances. The watermain and feedermain easement document registered on title states that the easement lands must be kept free and clear of any buildings, structures or obstructions; to use the said lands only as a lawn, flower bed, roadway, driveway or parking area, none of which shall be paved with a hard concrete surface; not to deposit on or remove any fill from the servient tenement and not to do or suffer to be done any other thing which might injure or damage the said watermains or feedermain.

Through the site plan review process, the Owner requested permission to permit the Encroachments to be installed over the Region's easement lands. Regional staff have no objections to the Encroachments within the limits of the Region's easements. The Owner has agreed to enter into an Encroachment Agreement for the Encroachments.

Real Estate staff had numerous discussions and meetings with the Owner regarding concerns the Owner had with the Region's standard Encroachment Agreement including, the annual fee.

Amendments were made to the Region's standard Encroachment Agreement to reflect the following:

- The Owner is responsible for all maintenance costs associated with the Encroachments.
- The Encroachments will remain in perpetuity commencing upon the effective date;
  - the Encroachment Agreement can be terminated upon three hundred and sixty-five (365) days written notice to the other party, and the Owner agrees to remove the Encroachments at their sole expense within three hundred and sixty-five (365) days of such notice of termination; and
- The Region agrees to use its best efforts to minimize any interference, damage, or destruction to the Encroachments in connection with the exercise of any of the Region's rights for entry onto the Subject Lands and will provide reasonable prior notice, except in the case of emergency.

The Owner has requested that Region staff seek Regional Council's approval with respect to waiving the annual encroachment fee of \$307.50, plus HST, as outlined in the Fees By-Law 43-2002, as amended.

### **FINANCIAL IMPLICATIONS**

Waiving this annual fee does not materially impact the Region's annual operating budget.

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### **BILL 112 RISKS AND IMPLICATIONS**

On May 18, 2023, the Province introduced Bill 112, *The Hazel McCallion Act* (Peel Dissolution), 2023. The Bill subsequently received Royal Assent. The Act will dissolve the Region of Peel and make the Cities of Brampton and Mississauga and the Town of Caledon single-tier municipalities, effective January 1, 2025. The proposed legislation provides for the establishment of a Transition Board to make recommendations on implementing the restructuring, which will include the delivery of Regional water and wastewater services. Details of the transition including matters as they relate to Regional roles and responsibilities are not known at this time and are to be addressed in future reporting to Regional Council. Additional assessment to support the transition under Bill 112 will be provided as further details become known.

The Encroachment Agreement will bind any successor of The Regional Municipality of Peel beyond January 1, 2025. The Encroachment Agreement can be terminated upon three hundred and sixty-five (365) days written notice to the other party.

### **APPENDICES**

Appendix I – Aerial of Subject Lands  
Appendix II – Location Map

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Patricia Caza, Regional Solicitor and Commissioner of Legislative Services

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