

MUNICIPAL AUTHORITY AGREEMENT (“Agreement”)

Between

THE CORPORATION OF THE CITY OF MISSISSAUGA (“the City”)

And

GREATER TORONTO AIRPORTS AUTHORITY (“GTAA”)

MADE as of the 1st day of November, 2019 (the “Effective Date”).

WHEREAS:

- A. The Parties wish to document their agreement in respect of the matters set out herein;
- B. The GTAA is responsible for the management, operation, maintenance and development of Pearson Airport pursuant to the Ground Lease and is a reporting issuer under securities laws relating to the disclosure of material information about the GTAA’s business;
- C. The Parties recognize the mutual benefits to be gained from cooperation, consultation, and open lines of communication regarding their relationship in respect of Pearson Airport as contemplated by Section 9.04 of the Ground Lease and its development in harmony with the City’s planning vision as contemplated by Section 14.02 of the Ground Lease;
- D. The Parties recognize the substantial mutual interests they share in ensuring that the development of lands surrounding Pearson Airport happens in harmony with the overall planning objectives of the City, the Pearson Airport Zoning Regulations and Pearson Airport’s strategic plans, including the Airport Master Plan and Land Use Plan approved by the Minister of Transport, as the same may be amended, supplemented or replaced from time to time;
- E. The Parties share the objective of deepening their already well-established economic development relationship, strengthening and broadening areas of mutually beneficial investment and working together to protect and strengthen economic growth and increase employment in the City;
- F. The City supports the GTAA’s objective to develop Pearson Airport as a mega-hub generating economic growth and employment in the City and recognizes the benefits of undertaking such development in conjunction with the City’s Official Plan and City-building initiatives and plans;
- G. The Parties recognize the value and benefit of working together in connection with the GTAA achieving its objective to develop Pearson Airport as a mega-hub;

- H. The GTAA may acquire, directly or through its subsidiaries, real properties in the vicinity of Pearson Airport and the City understands that such properties may, from time to time, be transferred to the Government of Canada and form part of the Ground Lease in connection with the GTAA's long-term objective to develop Pearson Airport as a mega-hub which may have a financial impact to the City if such properties cease to be subject to the payment of real property taxes, and an impact on the development of surrounding lands;
- I. The City is responsible for providing a wide range of municipal services and acknowledges its obligation to provide City municipal services to or for the benefit of businesses in the City including at Pearson Airport while lacking legislative authority over the development and operation of Pearson Airport and being subject to significant legislative constraints on its ability to raise revenue. The GTAA is exempt from property taxation under Section 3 of the Assessment Act, R.S.O. 1990, c. A.31, subject to paying the City annual payments in lieu of taxes under O.Reg 282/98 of the Assessment Act . In addition, the City receives real property taxes paid by the GTAA's sub-tenants at Pearson Airport and in respect of properties owned by the GTAA or its subsidiary that are not part of the Ground Lease.
- J. The provision of municipal services by the City is funded largely by property taxes, Development Charges, municipal fees and charges and payments in lieu of taxes. The City's ability to collect and use Development Charges is governed by the *Development Charges Act* under which significant amounts of the Development Charges collected by the City from private developers under the City's Development Charges By-law are used to fund City-owned roads, including the City roads that surround Pearson Airport, and transit. Each of the Parties maintain and fund emergency and fire suppression services and related infrastructure, and the Parties cooperate in the provision of such services at Pearson Airport under the Fire Protection Agreement dated March 8, 2012. In addition, at Pearson Airport, the GTAA provides many municipal-type services at its expense, including the operation and maintenance of infrastructure to control stormwater, reviewing applications for and providing building permits for construction, undertaking inspections of buildings under the National Fire Code, constructing and repairing roads and bridges, and contracting with the Regional Municipality of Peel to provide policing services at Pearson Airport.

NOW THEREFORE the Parties, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out and in the spirit of promoting a mutually beneficial relationship, agree as follows:

1. Interpretation

1.1 In this Agreement, unless the subject-matter or context indicates otherwise:

"Airport Master Plan" has the meaning given that term in the Ground Lease;

“Air Passenger Processing Facility” means any building used for public and passenger services or activities associated with passengers and their baggage travelling on aircraft, including check-in for flights, passenger processing, the embarkation and disembarkation of passengers from aircraft and associated passenger processing, or the transfer of connecting or in-transit passengers and their baggage on aircraft, and includes the terminal buildings and the building known as the Infield Concourse at Pearson Airport on the Effective Date;

“Approved Land Use Plan” has the meaning given that term in the Ground Lease;

“DARC” means the City’s Development Application Review Committee, as the same may be reconstituted or replaced by the City from time to time;

“Development Charges Act” means the Development Charges Act, 1997, S.O. 1997, c. 27, as the same may be amended, restated or supplemented from time to time;

“Facility Alteration Permit” or (“FAP”) means a written approval issued by the GTAA to a third party developer in respect of the construction or alteration of a development, or such other name used from time to time to describe such written approval;

“Ground Lease” means the lease between the GTAA and Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport dated December 2, 1996, as amended, restated or supplemented from time to time, and which is available at www.TorontoPearson.com and www.SEDAR.com;

“Includes” and “Including” shall be deemed to mean without limitation and in all cases construed and interpreted to mean “includes without limitation” and “including without limitation”, as applicable;

“Land Use Plan” has the meaning given that term in the Ground Lease;

“Official Plan” means the City of Mississauga Official Plan and related documents enacted under s. 16 of the Planning Act, RSO 1990, c. P.13 as amended;

“Pearson Airport” means the geographic area and buildings comprising Lester B. Pearson International Airport, as the same may be altered, diminished, expanded or reconstructed from time to time;

“Pearson Airport Boundary Area” means the geographic and the gross floor area of buildings that exist on the Effective Date, within the red boundary shown on the map attached to this Agreement as Schedule “A”, as such Area may be changed from time to time in accordance with this Agreement;

“PILT Act” means the Payments in Lieu of Taxes Act, R.S.C., 1985, c. M-13 including the regulations thereunder, as the same may be amended, restated or supplemented from time to time;

“Third Party Aviation Development” means a development within the Pearson Airport Boundary Area on lands in the City by a person (other than by, or on behalf of, the GTAA) relating to aviation or to provide, perform or facilitate the provision or performance of an aviation service, including air carrier operations or the operation of Pearson Airport, including an Air Passenger Processing Facility, hangars, cargo facilities, food services, aircraft manufacturing and maintenance facilities;

“Third Party Non-Aviation Development” means a standalone (i.e. not connected) development within the Pearson Airport Boundary Area on lands in the City by a person (other than by, or on behalf of, the GTAA) that is not a Third Party Aviation Development including commercial developments such as hotels, car dealerships, restaurants, movie theatres, shopping malls, and office developments that are not located within an Air Passenger Processing Facility; and

“Zoning By-law” means the City of Mississauga Zoning By-law enacted under s. 34 of the Planning Act RSO 1990, c. P.13.

1.2 Municipal Authority Agreement

The Parties agree that this Agreement constitutes a Municipal Authority Agreement as contemplated in Section 14.02 of the Ground Lease, notwithstanding that it was entered into after the time period set out in subsection 14.02.01 of the Ground Lease. The Parties acknowledge that they have considered all of the subject matters set out in subsection 14.02.03 of the Ground Lease as at the Effective Date.

1.3 Application

The Parties agree that this Agreement applies in respect of the matters contained herein only within the geographic boundaries of the City and has no force or effect in respect of lands that are not located in the City. Without limiting the generality of the foregoing, Sections 2.2, 3.2 and Schedule “B” do not apply in respect of any Third Party Non-Aviation Developments within the Pearson Airport Boundary Area on lands that are not located in the City.

1.4 Schedules

The following Schedules are attached to and form an integral part of this Agreement:

- (1) Schedule “A” - Pearson Airport Boundary Area;
- (2) Schedule “B” - Third Party Non-Aviation Development Protocol (DARC);
- (3) Schedule “C” - Communications Protocol;
- (4) Schedule “D” - GTAA Consultative Committee Terms of Reference;
- (5) Schedule “E” - Southern Ontario Mayors’ Aerospace Council Terms of Reference

2019; and

- (6) Schedule "F" - Review Area Boundary

2. Land Use

2.1 Overview of Development at Pearson Airport on Federal Lands

- (1) The development of Pearson Airport on lands owned by the Government of Canada was the subject of court judgements (98-CV-145928, 98-CV-146719 and 98-CV-145932 of the Ontario Court (General Division) and C31539 of the Court of Appeal for Ontario) regarding the inapplicability of certain Ontario and City legislation and by-laws in respect of such development.
- (2) All development at Pearson Airport is subject to the approval of the GTAA and is guided by the GTAA's strategic plans and Airport Master Plan, complies with the Approved Land Use Plan, and is not subject to the City's Official Plan, development processes and other land use planning and development requirements including building permits, development charges (provided that the City may apply under the PILT Act for payments in lieu of taxes including development charges) and the Zoning By-Law except to the extent as otherwise agreed to by the Parties and provided for herein, as applicable.
- (3) The Government of Canada is constitutionally exempt from taxation imposed by lower orders of government and has established a regime under which taxing authorities may apply under the PILT Act for payments in lieu of taxes and other municipal charges which are subject to the discretion of the Minister under the PILT Act.
- (4) Within the Pearson Airport Boundary Area, any development by or on behalf of the GTAA, and any Third Party Aviation Development, is not subject to DARC review under Section 2.2 and Schedule "B" of this Agreement or any other review or approval by the City. If new City infrastructure, or modifications or connections to existing City infrastructure, are required arising from such GTAA or Third Party Aviation Developments, the GTAA will advise the City's Planning and Transportation and Works Department accordingly and the Parties will work together to address any impacts including exchanging relevant information relating to such developments, resolving any feasibility issues, and entering into any required agreements.

2.2 Third Party Non-Aviation Development within the Pearson Airport Boundary Area

- (1) The GTAA is responsible for issuing FAPs and all other applicable permits and approvals as it determines appropriate in respect of Third Party Non-Aviation Developments.
- (2) When the GTAA issues a FAP in respect of a Third Party Non-Aviation Development,

such development will be reviewed by the DARC in accordance with this Section 2.2 and the process set out in Schedule "B" attached to this Agreement. For avoidance of doubt, the demolition of any building or structure is not reviewable by the DARC under this Section 2.2 or Schedule "B" attached to this Agreement.

- (3) The purposes of the DARC review of Third Party Non-Aviation Developments are the following:
 - (a) provide recommendations to third party developers on the importance of providing a high quality urban design and meeting the City's guidelines and requirements concerning design and landscaping;
 - (b) provide the GTAA and third party developers with feedback on the proposed development from a land use planning and/or urban design perspective, including the extent to which the proposed development is in harmony with the City's vision of the City; and
 - (c) identify any permits or approvals required in the ordinary course by the City or other authorities or persons with jurisdiction, including The Regional Municipality of Peel ("Region of Peel") or utility providers, to provide municipal services to or in respect of the development including, for example, access to municipal roads, that would be applicable to any development in the City.
- (4) Subject to subsection 2.2(3) in respect of permits and approvals for municipal services, Third Party Non-Aviation Developments within the Pearson Airport Boundary Area that are reviewed by the DARC are not subject to, and developers are not required to obtain, building permits or other land use or development approvals from the City including under the Zoning By-law.
- (5) The City will ensure that reviews by the DARC of Third Party Non-Aviation Developments as provided in this Agreement are performed in accordance with the standard processes of the DARC, provided that any such review shall be expedited as a priority application by the City. The City will advise the GTAA and the developers of Third Party Non-Aviation Developments of the City's development liaison staff person to assist in expediting such reviews by the DARC on a priority basis as contemplated in this Agreement. If the DARC fails to meet the review timelines set out in Schedule "B", the third party developer may proceed with its development notwithstanding the lack of feedback from the DARC, subject to obtaining the necessary permits and approvals for municipal services as contemplated in subsection 2.2(3)(c). The expedited DARC review as described above is provided at no cost to the developer, however, if the City determines that it needs to retain additional City staff or external advisors or consultants to further expedite the DARC review, then the City will notify and confer with the developer including with respect to the reasonable costs of such persons to be paid by the developer to meet its timelines. The City shall not incur any costs relating to the retention of such

persons until an agreement is reached with the developer, unless otherwise consented to by the developer. If an agreement cannot be reached by the City and the developer in this regard, then the City will continue to process the application as quickly as existing resources allow provided, however, and for avoidance of doubt, if the review timelines set out in Schedule "B" are not met, then the developer may proceed with its development as provided above in this subsection (5). For avoidance of doubt, the City shall not charge the developer any costs relating to the City's development liaison staff.

2.3 Development on Lands owned by the GTAA/Subsidiaries (non-Federal Lands)

- (1) Where development is proposed on lands in the City owned by the GTAA or its subsidiaries, and which are not within the Pearson Airport Boundary Area, the City's Official Plan and the standard development application and approval processes, including land use requirements and review timeframes, and all applicable fees and charges, will apply and the City will provide the priority service in reviewing such developments in accordance with subsection 2.2(5).
- (2) If the GTAA or its subsidiaries intend to become engaged in residential housing development, the GTAA agrees that such development shall be subject to all applicable laws and policies, including that of the City or other levels of government, or governmental authorities, as applicable, in effect at that time, which may include providing affordable housing units.

3. Development Charges Process

3.1 Overview

- (1) The City collects development related charges and fees ("Development Charges") on behalf of the City, the Region of Peel and the publicly funded school boards in the City which are imposed under their respective development charges by-laws (collectively the "DC By-Laws"). The Parties acknowledge that Development Charges are normally collected by the City prior to the City issuing a building permit, however, because Pearson Airport is on Federal lands, the issuance of building permits by the City is not applicable to developments by the GTAA or third party developers, and the City, in respect of such developments, whether or not occupied by the GTAA, may apply to the Government of Canada for payments in lieu of property taxes and other taxes, including Development Charges, in accordance with the PILT Act.

3.2 Third Party Non-Aviation Development within the Pearson Airport Boundary Area

- (1) The Parties agree that, notwithstanding that City-issued building permits are not applicable or required in respect of development at Pearson Airport, and subject to subsection 3.2(2), developers of Third Party Non-Aviation Developments shall pay (a) Development Charges authorized under the *Development Charges Act* and the DC By-Laws, and (b) other development-related fees and charges to the extent that

they are authorized by applicable laws.

- (2) Within the Pearson Airport Boundary Area as at the Effective Date the City will waive development related fees and charges, including cash-in-lieu of parkland and community benefits charges, upon request of the developer of the Third Party Non-Aviation Development, and in accordance with applicable law, or otherwise in accordance with the policies or standard practices of the City applicable in the ordinary course in such circumstances in respect of development in the City. In addition, if the Pearson Airport Boundary Area expands as set out in Section 5 of this Agreement, the City will consider requests to waive such development related fees and charges in respect of any Third Party Non-Aviation Development on such lands and in accordance with applicable law and the policies or standard practices of the City applicable in such circumstances in respect of development in the City which is not at Pearson Airport.
- (3) The Parties agree that the City shall not apply under the PILT Act for any payments, including Development Charges, relating to any Third Party Non-Aviation Development to the extent that the City receives payment in accordance with subsections 3.2(1), or in respect of any development related fees and charges waived by the City as set out in subsection 3.2(2). The Parties acknowledge that the Region of Peel is entitled to apply for payments under the PILT Act and the City is the collection agency for Development Charges payable to the Region of Peel and the school boards in respect of development in the City. The Parties agree that if the City receives the Development Charges or other development related fees and charges in accordance with subsection 3.2(1), a portion of which may be payable to the Region of Peel or school boards, as applicable, the City will advise the Region of Peel and school boards accordingly and forward payment in the normal course.
- (4) The Development Charges and other fees and charges payable in accordance with subsection 3.2(1) shall be calculated and paid in the same manner as if the developer of the Third Party Non-Aviation Development had applied to the City for a building permit in respect of a development on privately-owned land in the City that is not on federal lands, and shall be based on the applicable rates in effect, including under the DC By-Laws, on the date that such developer submits the Development Charge application to the City.
- (5) The GTAA shall direct the developer of the Third Party Non-Aviation Development to submit the application for Development Charges to the City within 30 days of the GTAA issuing the developer the first FAP in respect of its development within the Pearson Airport Boundary Area. The GTAA shall notify the City upon issuing the FAP. Any dispute by the third party developer of the amount of Development Charges calculated by the City shall be resolved by such developer and the City in accordance with the standard dispute resolution procedures of the City. In the event that the developer of the Third Party Non-Aviation Development fails to submit such application for Development Charges, the City shall notify the GTAA and if the City has sufficient information about the Third Party Non-Aviation Development, the

City may calculate the amount of Development Charges in accordance with this Section 3.2 and notify the developer accordingly. The City shall notify the GTAA if the third party developer fails to pay the Development Charges. For avoidance of doubt, the amount of the Development Charges and other related fees and charges payable by the third party developer under this Section 3 shall not constitute a debt or obligation owing by the GTAA to the City. The GTAA acknowledges that the City may pursue any legal remedies available to the City to collect from the developer any unpaid Development Charges and related fees or charges, provided, however, that the City shall not apply under the PILT Act in respect of any such unpaid amounts, and the GTAA will provide reasonable supporting documentation to the City if requested to assist the City in collecting outstanding amounts.

- (6) If no work occurs in connection with the Third Party Non-Aviation Development (meaning any building construction including excavation and other preparatory work to lay the building foundation) within 18 months of the date of the first FAP issued by the GTAA, then the developer must submit a new Development Charge application to the City and Development Charges will be paid based on the applicable rates under the DC By-Laws then in effect. The Parties recognize that developers of Third Party Non-Aviation Developments at Pearson Airport must obtain approvals from NAV Canada and the Government of Canada, as applicable. Accordingly, the City's standard requirement, that development in respect of land elsewhere in the City must commence within 6 months of the City issuing a building permit, failing which a new application for Development Charges must be submitted, is not applicable to such Third Party Non-Aviation Development.
- (7) If the developer of the Third Party Non-Aviation Development paid Development Charges to the City in respect of its development and submits a new application for Development Charges in accordance with subsection 3.2(6), then the City will deduct the amount of Development Charges received from the amount of Development Charges calculated by the City in respect of the new application. If the amount of Development Charges increases, the developer shall pay the incremental amount to the City, and if the amount of Development Charges decreases, the City shall refund the difference between the Development Charges previously paid by the developer and the new amount. The City shall notify the developer accordingly and either require payment of such incremental amount from, or refund, the developer, as applicable, within 30 days of the date of the City's notice.
- (8) The developer of the Third Party Non-Aviation Development shall provide the City with the same information (see Schedule "B" attached to this Agreement) in respect of such development that would normally be provided by developers other than on federal land at Pearson Airport for the purpose of the City verifying the occupied third party use and Gross Floor Area ("GFA") or equivalent metric as defined in the City's Development Charges By-law. If the GFA shown on the as-built drawings submitted by the developer to the GTAA after construction differs from the GFA in the Development Charge application submitted by such third party developer, the GTAA will make the as-built drawings available for review by the City upon request

and if such variance in the GFA exceeds the standard threshold under the City's Development Charges By-law, then the City shall notify the developer of the incremental amount or refund of Development Charges payable, as applicable, and either require payment from, or refund, the developer within 30 days of the date the City's notice.

- (9) Developers of Third Party Non-Aviation Developments will receive demolition credits under the DC By-Laws in respect of demolition undertaken within the Pearson Airport Boundary Area in the same manner as if the demolition occurred outside of Pearson Airport, provided, however, that recognizing the unique challenges created by airport operations that can cause buildings to be relocated to accommodate aviation needs or Pearson Airport's operation, the City agrees that third party developers will receive demolition credits that would not normally apply for buildings under the DC By-Laws if the third party developer paid Development Charges, including prior to the Effective Date, in respect of the buildings that are demolished, when these buildings must be relocated in such circumstances within the Pearson Airport Boundary Area. For clarity, such third party developers will not receive demolition credits where Development Charges have not been paid in respect of the buildings demolished, or in respect of the demolition of any expansion to buildings where Development Charges were not paid in respect of such expansion, and will only receive demolition credits equal to the amount of the Development Charges that have been paid. The GTAA will provide information to the City's satisfaction, acting reasonably, that the building demolition and relocation is for aviation purposes or the operation of Pearson Airport prior to the City approving such demolition credits.
- (10) The Parties acknowledge that the Government of Ontario's amendments to the *Development Charges Act* received Royal Assent and came into effect on June 6, 2019 but transitional regulations are expected to come into force after the Effective Date of this Agreement. Accordingly, the Parties will review and discuss in good faith appropriate amendments, if any, to Sections 3.1, 3.2 or 3.3, as applicable, as soon as practicable after such regulations made under the *Development Charges Act* become law, provided, however, if there is any conflict or inconsistency between the provisions of the *Development Charges Act*, as amended, including the regulations, and any of the DC By-Laws relating to the fees and charges which may be imposed under the DC By-Laws, or this Agreement, then the provisions of the *Development Charges Act*, as amended, including the regulations, shall apply to the extent of such conflict or inconsistency.

3.3 GTAA and Third Party Aviation Development in the Pearson Airport Boundary Area

- (1) The GTAA will pay the City payments in lieu of development charges ("PILDC") in accordance with this Section 3.3 in respect of development by either the GTAA or developers of Third Party Aviation Development that increase GFA within the Pearson Airport Boundary Area in the City. The Parties will work together to determine the PILDC to be paid by the GTAA which will be calculated based on the

rates authorized under the *Development Charges Act* and set out in the DC By-Laws. The GTAA will pay the amount of PILDC within eighteen (18) months of the date the GTAA issues the first FAP in respect of the development. If the Parties are unable to agree on the amount of PILDC to be paid by the GTAA, the GTAA will pay the City the amount that the GTAA determines is appropriate.

- (2) The City may apply under the PILT Act for additional PILDC in respect of GTAA development and Third Party Aviation Development within the Pearson Airport Boundary Area, provided, however, that the City shall not include in any such application any amount in respect of development related fees and charges waived by the City under subsection 3.3(3). In any such submission, the City shall state the amount of PILDC received from the GTAA relating to the development(s) that are the subject of such application. If the amount determined to be paid by the Government of Canada to the City under the PILT Act is less than the amount of PILDC that the City received from the GTAA, then the City shall promptly reimburse the GTAA the difference. The City retains its right to file an appeal to the federal Dispute Advisory Panel under the PILT Act or otherwise in such circumstances.
- (3) Within the Pearson Airport Boundary Area the City will waive other development related fees and charges, including cash-in-lieu of parkland and community benefits, upon request of the GTAA or the developer of the Third Party Aviation Development, in accordance with applicable law, or otherwise in accordance with the policies or standard practices of the City applicable in such circumstances in respect of development in the City which is not at Pearson Airport.
- (4) The Parties acknowledge that the Region of Peel is entitled to apply for payments under the PILT Act and the City is the collection agency in respect of PILDC received from the GTAA under subsection 3.3(1) for the Region of Peel and the school boards in respect of GTAA and Third Party Aviation Development. The Parties agree that if the City receives PILDC under subsection 3.3(1), a portion of which may be payable to the Region of Peel or school boards, as applicable, the City will advise the Region of Peel and school boards accordingly and forward payment in the normal course.
- (5) The Parties agree that in determining the amount of PILDC paid under subsection 3.3(1), if any, the GTAA is entitled to receive demolition credits under the DC By-Laws in respect of demolition within the Pearson Airport Boundary Area, including in respect of lands transferred by the GTAA or its subsidiaries to the Government of Canada from time to time that become subject to the Ground Lease and form part of the Pearson Airport Boundary Area. Recognizing the unique challenges presented by Pearson Airport's operation, in calculating PILDC the GTAA shall be entitled to demolition credits that would not normally apply under the DC By-Laws, on the same basis as set out in subsection 3.2(9) of this Agreement, provided, however, only to the extent that PILDC or Development Charges were

paid in respect of the building(s) demolished.

3.4 Development on Lands owned by the GTAA or Subsidiaries (non-Federal Lands)

Development on lands in the City that are owned by the GTAA or its subsidiaries, and that are not subject to the Ground Lease, shall be subject to the City's development approval process, Zoning By-law and Official Plan policies, and pay Development Charges authorized under the DC By-Laws, and other fees and charges authorized by applicable legislation, including the Ontario *Municipal Act, 2001* and the Ontario *Planning Act*. In addition, the City may establish a Community Improvement Plan, as defined in the *Planning Act*, in which such non-federal lands, can participate and benefit.

4. Communications and Consultations

- (1) The Parties acknowledge the importance of effective communications and will share information in accordance with the Communications Protocol attached as Schedule "C" to this Agreement. The Parties shall continue to work together, including through the GTAA's Consultative Committee (Terms of Reference attached as Schedule "D") under the Ground Lease, the City's Economic Development Advisory Committee and Tourism Board, the Southern Ontario Mayors' Aerospace Council (SOMAC) (Terms of Reference attached as Schedule "E"), as the same may be reconstituted or replaced from time to time, to explore and maximize opportunities to bring new business to the City, in a way that respects the roles and interests of each Party, and to discuss the potential development of lands surrounding Pearson Airport at the earliest opportunity (considering confidentiality obligations), outside of such forums where appropriate, to avoid surprises and inconsistent visions for such development.
- (2) The Parties acknowledge the importance of the City planning for the GTAA's vision of Pearson Airport as a mega-hub and the proposed Regional Transit and Passenger Centre, and recognize that these developments would be of significant benefit to the City as well as the GTAA. The Parties also recognize the impact that such development will have on City-building in the surrounding area and the need for the City to plan for and undertake appropriate infrastructure improvements that are compatible with such developments. As such, the Parties will work together in planning to maximize the benefits of such development with the objective of each Party achieving its growth goals and other requirements as quickly and effectively as possible.
- (3) Representatives of the GTAA and the City's Planning and Transportation and Works Departments will meet twice per annum, or as otherwise agreed, to discuss (a) proposed development plans for significant GTAA development of Pearson Airport or other lands belonging to the GTAA or its subsidiaries in the City, (b) proposed or planned development in the City in the vicinity of Pearson Airport or elsewhere in the City, (c) proposed or planned Third Party Non-Aviation Development and any outstanding issues relating existing Third Party Non-Aviation Development, subject

to confidentiality obligations between the GTAA and such third party developers and (d) related infrastructure needs and estimated timing of such developments. The intent is for the Parties to identify and achieve efficiencies including by coordinating the timing of projects to the greatest extent possible and such discussions shall not replace or modify any GTAA or City approval process that might otherwise apply.

- (4) The City will have implemented technology within 6 to 12 months after the Effective Date, following which the City will provide notice and consult with the GTAA and, if requested by the GTAA, Nav Canada and other stakeholders regarding all applications to amend the City's Official Plan or Zoning By-law, draft plans of subdivision and site development plans as defined under the Ontario *Planning Act*, in respect of existing and proposed land uses adjacent to or in the vicinity of Pearson Airport (within the review area boundaries provided by the GTAA in digital mapping format as depicted in Schedule "F" to this Agreement, as amended from time to time (the "Review Area")) for the purposes of ensuring that such land is not used or developed in manner that may:
 - (a) be incompatible with the Official Plan and the Airport Operating Area Aircraft Noise policies;
 - (b) be incompatible with a safe operation of aircraft, including by exceeding Obstacle Limitation Surface height restrictions defined under the Toronto/Lester B. Pearson Airport Zoning Regulations ("AZRs") or as otherwise prohibited in the AZRs;
 - (c) impede or hinder economic growth or employment creation arising from Pearson Airport; and
 - (d) be incompatible with Pearson Airport's ability to meet capacity demands for air service.

For avoidance of doubt, the Parties acknowledge that the City has mandated timelines to respond to applications under the Ontario *Planning Act* and that the Parties will make every effort to complete the consultations under this Section 4 within those timelines. It is not the intention of the Parties that the City become subject to appeals by developers for not making decisions within such applicable timelines as a result of any additional consultation.

For further avoidance of doubt, the City is required to issue building permits in accordance with the Ontario *Building Code Act* when applications comply with applicable law as defined in that legislation, and will proceed to do so within these timelines.

- (5) The City will consult with the GTAA in efforts to mitigate International Civil Aviation Organization Type A obstacles (including prevention of future and removal of existing) when identified by the GTAA to the City including such obstacles that may

have the potential to adversely impact the ability of aircraft to carry full commercial payloads.

- (6) The City will provide the GTAA and NAV Canada with copies of all development applications within the Review Area.
- (7) The City will provide the GTAA and Nav Canada with copies of any applications received by the City for buildings or structures in the City equal to or exceeding a top elevation of 230 meters above sea level regardless of where they are proposed in the City to provide an opportunity for the GTAA and Nav Canada to advise of any concerns regarding potential adverse impacts on aircraft instrument flight procedures, as well as interference with electronic signals of navigational aids, communication and surveillance equipment. The GTAA will facilitate the City's provision of such applications by providing the City with Geographic Information System standard (ESRI Shape file format) files that meet the City's digital mapping requirements as the same may change from time to time. The City expects to obtain the top elevation information through the development site plan process and will promptly provide such information, by electronic transmission, to the GTAA for the purpose of confirming the top elevation provided by the developer. In addition, the City will promptly provide, through electronic transmission, top elevation information in respect of developments in the City that are not subject to site plan requirements or approvals.
- (8) Applicants for telecommunication/mobile phone towers are currently required to notify Transport Canada and NAV Canada for clearance approvals. The City and GTAA will work together to provide feedback to the applicable approval authorities when aware of applications in respect of the location of such towers to avoid potential interference with aircraft or Pearson Airport's operations as described in this Agreement.
- (9) The GTAA will continue to perform the coordination role in respect of reviews by Nav Canada and the Government of Canada, as applicable, of proposed developments in the City, provided, however, the Parties agree that the GTAA is not an agent of Nav Canada and that nothing in this Agreement affects, or is intended to affect, the rights and obligations of Nav Canada under its governing legislation or otherwise.
- (10) The Parties will advise each other of any changes requested by either party to the Province of Ontario's Growth Plan for the Greater Golden Horseshoe or similar plans that develop over the Term of this Agreement. In addition to the Parties' consultation under subsection 4(4), the City will consult with the GTAA regarding any planned development by the City or any other person in the City that is within the Pearson Airport Provincially Significant Employment Zone and adjacent to or in the vicinity of Pearson Airport, as such Growth Plan or Employment Zone surrounding Pearson Airport may be amended, replaced or supplemented from time to time.

- (11) The Parties agree that:
- (a) The City will ensure that the GTAA is invited to participate in public meetings on issues which may impact the lands in the vicinity of Pearson Airport or sub-tenants of the GTAA, including consultations on planning applications, proposed developments, proposed amendments to the DC By-Laws, and City-initiated infrastructure projects in the vicinity of Pearson Airport; and
 - (b) Meetings will be held between the City and GTAA on an annual basis represented by their respective chief financial officers (“CFOs”) and other leadership of the Parties where deemed appropriate relating to the subject matters of this Agreement, including to assess whether any changes to this Agreement are appropriate to meet the needs of the Parties and to discuss other matters of mutual interest. The City and GTAA agree to maintain open communications and may arrange additional meetings at any time that the Parties determine appropriate.
- (12) The Parties acknowledge that the Fire Protection Agreement dated March 8, 2012 remains in effect with respect to fire fighting and emergency services at Pearson Airport, information sharing, communication and planning and coordination among the Parties’ respective fire and emergency services responders.

5. Land Acquisitions by GTAA and related companies

- (1) The GTAA will notify the City within 30 days following the completion of any real property acquisitions by the GTAA, or its subsidiaries, in the City, subject to subsections 5(2) and (3), as applicable.
- (2) If the Government of Canada (Transport Canada) requires that the GTAA or its subsidiaries, as applicable, transfer land in the City to the Government of Canada to be added to the Ground Lease, the GTAA will notify the City within 30 days of receiving such demand, subject to any non-disclosure requirements of the Government of Canada pending the closing of such transfer.
- (3) If the GTAA or its subsidiaries, as applicable, decide to transfer land in the City to the Government of Canada (Transport Canada) to be added to the Ground Lease at their initiative then the GTAA will, before the transfer, engage in two-way consultation with the City for the City to provide feedback in respect of any proposed development of the land being transferred, and in particular the Parties will seek to reach agreement on whether any proposed development is a Third Party Aviation Development or a Third Party Non-Aviation Development, unless such lands will be developed by the GTAA.
- (4) If the Ground Lease is amended expanding the lands comprising Pearson Airport in accordance with subsections 5(2) or (3), then this Agreement shall be automatically amended accordingly to include a revised Pearson Airport Boundary Area, depicted

in Schedule "A" attached hereto.

- (5) If the the Ground Lease is amended reducing the lands comprising Pearson Airport to less than the Pearson Airport Boundary Area, then this Agreement shall be automatically amended accordingly to include a revised Pearson Airport Boundary Area, depicted in Schedule "A" attached hereto.
- (6) If the Ground Lease is amended as provided in subsection 5(4) , the Parties agree that all Third Party Non-Aviation Development on the lands transferred is subject to the provisions of this Agreement relating to such type of development, except that the waiver by the City of development related fees and charges as set out in subsection 3.2(2) shall be at the discretion of the City in accordance with subsection 3.2(2) in respect of any Third Party Non-Aviation Development on such lands.
- (7) If the Ground Lease is amended as provided in subsection 5(4) for the purpose of a proposed GTAA development or Third Party Aviation Development, and the proposed use changes to a Third Party Non-Aviation Development, then the provisions of this Agreement relating to Third Party Non-Aviation Developments shall apply to such development of the transferred lands.

6. Tax and Assessment of GTAA sub-tenants

- (1) The Parties will continue to meet quarterly with the Ontario Municipal Property Assessment Corporation ("MPAC"), or any successor, to review (a) the status of real property tax payments to the City by the GTAA's sub-tenants, and (b) MPAC's assessment records to ensure sub-tenant information is up to date and the GTAA will notify MPAC and the City of any changes in the GTAA's sub-tenants, if applicable. The Parties acknowledge the benefit of such meetings in identifying and resolving taxation matters and agree that such meetings will continue to be arranged by the City's Director of Revenue and Materiel Management in consultation with the appropriate GTAA and MPAC personnel. At times it may be appropriate for the City to include staff knowledgeable about Development Charges at these meetings, and for the City and GTAA to discuss Development Charges payable by GTAA's sub-tenants relating to Third Party Non-Aviation Development as set out in this Agreement.
- (2) The Parties acknowledge that certain sub-tenants of the GTAA have commenced litigation in the past against the City, GTAA and MPAC claiming that the assessed values determined by MPAC of their leased premises at Pearson Airport were unreasonably high and inflated the resulting real property taxes, and that there is the possibility that similar litigation may arise in the future. Pearson Airport's ability to attract businesses and generate economic growth and employment in the City may be hindered in such situations. Accordingly, and with a view to fostering economic growth and employment, the Parties may from time to time work together to jointly bring to MPAC's attention concerns they share relating to property assessments at Pearson Airport.

7. Municipal Services

- (1) The City shall continue to provide the GTAA and Pearson Airport with municipal services in the normal course as they are provided to any other large commercial or industrial property in the City. These services include information and statistics, business networks, government approval assistance, tourism, transit, building service connections, building and fire inspections when building permits are obtained from the City, fire suppression, maintenance of City roads that provide access to Pearson Airport and sewer infrastructure, but excluding snow removal or road maintenance on private property and the provision by the Region of Peel of garbage collection to large business premises or businesses with special waste disposal needs. The City shall continue to facilitate relationships between businesses through its planning processes, its Economic Development Division, and by establishing Business Improvement Areas.
- (2) Where the Parties determine it is appropriate, they will discuss proposals for new infrastructure (e.g. transportation), including cost-sharing initiatives.

8. Termination

- (1) Subject to subsection 8(2), this Agreement commences on the Effective Date for an initial term of 20 years (the "Initial Term") and thereafter shall automatically extend for successive periods of 5 years each, or any lesser period in the case of the final extension period ending on November 30, 2056, provided, however, that either Party may terminate this Agreement after the Initial Term upon prior written notice to the other Party, which notice may only be delivered between the fourth anniversary of the start date of any such successive 5 year period and the date that is six months thereafter, except that the notice may be given at any time during such final extension period (collectively, the "Term").
- (2) Notwithstanding any other provision of this Agreement, this Agreement shall automatically terminate and be of no further force or effect: (a) if the Ground Lease is terminated and this Agreement is not assigned in accordance with subsection 10(4), or (b) on November 30, 2056, unless terminated earlier.

9. Dispute Resolution Mechanism

- (1) A Party may give written notice of a difference with respect to any determination under this Agreement, or the interpretation, application or administration of this Agreement to the other Party, provided, however, that the provisions of this Section 9 shall not apply in respect of any disagreement relating to the payment of PILDC by the GTAA under Section 3.3 of this Agreement. Such notice shall describe the particulars of the matters in dispute. The other Party shall reply to such notice no later than 20 business days after they receive it or are considered to have received it, setting out in such replies their position regarding the matters in dispute. Where a notice and replies have been given, if the Parties fail to resolve

the dispute within 10 business days after delivery of all replies within the period of time described above, each Party, within 5 business days thereafter, shall nominate a senior officer of its management to meet at a mutually agreeable place and time to resolve the matters in dispute. Should the Parties be unable to resolve the dispute to their mutual satisfaction within a further 30 days after such nomination, then either Party may give written notice to the other Party requiring that the dispute be referred to mediation under subsection 9(2), in which case such mediation shall be mandatory.

- (2) The mediation shall be held within 60 days following the date of notice given by a party requiring that the dispute be referred to mediation. Within 10 business days following the end of such notice, the Parties shall jointly select and appoint a skilled and experienced mediator to assist the Parties to reach an agreement through mediation. The mediation shall be conducted under such mediation rules as the mediator recommends and the cost of mediation shall be shared equally by the Parties. Any settlement reached by mediation shall be set forth in writing, shall be signed by the Parties and shall be final and binding on them. If the Parties fail to agree on a mediator within such 10 business day period or the dispute is not resolved to the mutual satisfaction of the Parties (as evidenced by the written agreement referenced herein) within 60 days following the selection of the mediator as provided herein, then subsection 9(3) shall apply with respect to such dispute.
- (3) Notwithstanding any other provision of this Agreement, any Party may commence a proceeding in the Ontario Superior Court of Justice or Federal Court where appropriate if necessary to avoid the application of any applicable limitation period or in the event that the dispute is not resolved to the mutual satisfaction of the Parties pursuant to subsection 9(2).

10. Miscellaneous

- (1) Each Party shall keep confidential any information communicated by the other Party which the other Party advises at, or promptly after, the time of disclosure is confidential (the "Confidential Information"). Information submitted to the City for purposes of the City's development review processes, including any DARC review, is deemed to be Confidential Information. Each Party agrees not to disclose any confidential information to any person except its directors, members of council, officers, employees and professional advisors who have a need to know the confidential information and are subject to obligations of confidentiality. The Parties acknowledge that the Confidential Information constitutes records that contain commercial or financial information that is supplied to the other Party in confidence pursuant to section 10(1) of the *Municipal Freedom of Information and Protection of Privacy Act* and that disclosure thereof would (a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; (b) result in

similar information no longer being supplied to the institution where it is in the public interest that similar information continue to be so supplied; or (c) result in undue loss or gain to any person, group, committee or financial institution or agency.

- (2) Any amendment to or waiver of any provision of this Agreement must be in writing and signed by the Parties.
- (3) Neither Party may assign this Agreement to another person without the prior written consent of the other Party, which consent shall not be reasonably withheld or conditioned, provided, however, that this Agreement may be assigned by the GTAA or by operation of law to any successor corporation or any person managing Pearson Airport without the consent of the City, and in such case the GTAA will provide the City with 60 days notice of the intent to assign. This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns as provided herein, provided, however, that this Agreement is not applicable to and shall not be interpreted or construed as applying to, or imposing any obligation on, the Government of Canada.
- (4) This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, obligations, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, obligations, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.
- (5) References in this Agreement to specific legislation, by-laws, or policy of either Party or any government relating to provisions of this Agreement shall be interpreted so as to include any regulations enacted from time to time in respect of such legislation and to include any amendments, successor or replacement legislation (and applicable regulations) or by-laws enacted to or in place thereof.
- (6) Any notice required by this Agreement shall be sent by electronic mail to:

The Corporation of the City of Mississauga
City Solicitor, Legal Services
300 City Centre Drive, 4th Floor
Mississauga, ON L5B 3C1

Email: Andra.maxwell@mississauga.ca, with a copy to
citysolicitor@mississauga.ca

Greater Toronto Airports Authority
Vice President and General Counsel
3111 Convair Drive
Toronto AMF, ON L5P 1B2

Email: Kath.Hammond@gtaa.com, with a copy to Legal.Notice@GTAA.com

or to such other address of which the addressee may from time to time have notified the addressor. A notice shall be deemed to have been delivered and received on the day on which the electronic message is sent by email. If such day is a Saturday, Sunday or statutory holiday in the City or recognized by the GTAA, or if the notice is received after ordinary office hours (time of place of receipt), the notice shall be deemed to have been delivered and received on the next business day.

- (7) Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, consortium, or principal and agent relationship between the Parties.
- (8) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (9) This Agreement may be executed and delivered by the Parties in counterparts of the same form and content, and such counterparts as so executed and delivered (including delivery by email) shall together form one original of this Agreement, and such counterparts shall be read together and construed as if all signing Parties had executed one copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

GREATER TORONTO AIRPORTS AUTHORITY

Per 
 Name: **Howard Eng**
 Title: **President & Chief Executive Officer**

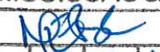
Per 
 Name: **Ian Clarke**
 Title: **Chief Financial Officer**

We have authority to bind the GTAA

THE CORPORATION OF THE CITY OF MISSISSAUGA

Per 
 Name: Bonnie Crombie
 Title: Mayor

Per 
 Name: Diana Rusnov
 Title: City Clerk

| |
|-------------------------------------------------------------------------------------|
| APPROVED AS TO FORM City Solicitor MISSISSAUGA |
|  |
| Date <u>01 11 19</u> |

We have authority to bind the City

Document Execution
 Authorized by
 City of Mississauga
 By-Law No 0177-2019

SCHEDULE "A"

PEARSON AIRPORT BOUNDARY AREA



Greater Toronto Airports Authority
Engineering Date
P.O. Box 6031 Toronto, ON M2A 2K4 Canada L5P 1B2
Tel: (416) 776-1747 Fax: (416) 776-4640



Imagery from June 2019
- - - Airport Property Boundary
- - - Municipal Boundary

**Toronto - Pearson
International Airport
Airport Property and Municipal
Boundaries**

TORONTO PEARSON INTERNATIONAL AIRPORT

SCHEDULE "B"

PROTOCOL RELATING TO THIRD PARTY NON-AVIATION DEVELOPMENT WITHIN THE PEARSON AIRPORT BOUNDARY AREA

(Section 2.2)

1. If the GTAA issues a FAP to a third party to undertake a Third Party Non-Aviation Development the GTAA will provide the City with a high-level overview of the proposed development and will request that the City provide any preliminary comments to the GTAA within 20 business days of receipt by the City. The GTAA will consider and/or discuss with the developer any preliminary comments provided by the City within such timeframe.
2. The GTAA or the third party developer will periodically provide updates to the City as the planned development proceeds through the GTAA's FAP approval process.
3. After the GTAA issues the third party developer its first FAP in respect of the development, the GTAA will require the developer to request that the City's DARC (Development Application Review Committee or any replacement thereof) review the development as set out in Section 2.2 of this Agreement. A City building permit is not required. The GTAA will require the developer to provide to the DARC, by electronic transmission, the following:
 - a) Payment of the City's posted application fee(s) for the DARC process;
 - b) Building elevations and Floor plans;
 - c) Site Plan;
 - d) Utility Plan, including any connections to Regional, City or private infrastructure;
 - e) Traffic Study and/or Transportation Impact Study;
 - f) Landscape Plan;
 - g) Storm Water Management Plan; and
 - h) List of green site and building initiatives.
4. The City will advise the GTAA and the third party developer of the liaison person identified by the City to expedite the DARC review as set out in subsection 2.2(5) of this Agreement.
5. Within 5 business days from the City receiving the third party developer's request, supporting documentation and fee payment as set out in paragraph 3 of this Schedule

“B”, the City will schedule a DARC review meeting with the GTAA and the developer, which meeting will occur within 30 days from the date the City receives the developer’s request.

6. The City will provide DARC comments and any recommendations in writing to the third party developer and the GTAA for consideration on an expedited basis through electronic transmission as set out in Section 2.2 of this Agreement, but in no event later than 10 days after the DARC meeting. The GTAA and the third party developer will review the comments/recommendations provided by City/DARC pursuant to Section 2.2 of this Agreement and determine the extent to which they can be incorporated into the development on a commercially reasonable basis.
7. If the development plans are altered based on City/DARC comments and/or recommendations, the third party developer will resubmit the plans to the GTAA for review and approval.
8. If the GTAA approves the revised development plan based on City/DARC comments and/or recommendations, the third party developer will provide the City with a copy of the revised development plan and no further DARC review is applicable.
9. The third party developer will apply for servicing and connection permits that are required by the DARC for the development pursuant to subsection 2.2(3)(c) of this Agreement, either directly with the City, the Region of Peel, or private utility provider, as applicable, and the City will provide such permits under its jurisdiction no later than 10 business days of the date the appropriate application or request is made, subject to the City receiving the same information which is normally required from any developer developing land in the City that is not at Pearson Airport.
10. The GTAA, third party developer and the City may meet periodically to discuss progress of the development and any related matters.

SCHEDULE "C"

COMMUNICATIONS PROTOCOL

(Section 4)

The purpose of this Communications Protocol is to ensure timely, adequate and ongoing information sharing between the Greater Toronto Airports Authority (GTAA) and the City of Mississauga (City), on specific issues pertaining to the relationship between the two parties.

1. Emergencies

Should a major, emergency incident occur at Pearson Airport that significantly impacts airport operations and has the potential to result in media attention and/or the involvement of the Mayor or Councillors, the GTAA will notify the Mayor's Office and City Manager's Office as soon as practicable of GTAA determining that the impact is significant. Weather-related and routine security incidents will not be included. Similarly, the City will notify the GTAA's Vice President, Stakeholder Relations and Communications of any significant emergency events that occur outside of Pearson Airport as soon as practicable.

2. Land acquisitions

The GTAA will notify the City of real property acquisitions or transfers in accordance with Section 5 of this Agreement.

3. Non-aviation developments on Federal Lands

The GTAA and the City will meet to discuss planned and potential development on Pearson Airport in accordance with subsection 4(3) of this Agreement.

4. GTAA Tenant taxes and assessment

The GTAA, City and Municipal Property Assessment Corporation intend to continue to meet quarterly relating to GTAA subtenant property taxes and assessments in accordance with Section 6 of this Agreement.

5. Senior leadership meetings

In addition to the meetings of the Parties' CFOs as set out in subsection 4(11)(b) of this Agreement, senior leadership from the City and the GTAA intend to meet at least once each year to discuss the relationship in general, including economic development opportunities, and other items as identified by either Party.

Meetings will be arranged by the GTAA.

6. Meeting Minutes and Circulation

Minutes from the meetings referenced in paragraphs 3, 4 and 5 of this Schedule "C" will be prepared by GTAA and circulated for comment to the City prior to being finalized and a copy sent to the Mayor's Office and City Manager's Office.

If a meeting is unnecessary as there are no relevant items to discuss, this will be communicated to GTAA Management, the Mayor's Office and City Manager's Office.

7. Economic development

In accordance with Section 4 of this Agreement, the GTAA and the City will keep each other apprised of efforts to attract business and opportunities to develop the lands surrounding Pearson Airport at the earliest opportunity, to avoid surprises and inconsistent visions for such development.

8. Annual Summary

In the first quarter of each year, the GTAA and the City will develop a summary document providing an overview of the communications and activities for the prior year.

SCHEDULE "D"



GTAA CONSULTATIVE COMMITTEE

TERMS OF REFERENCE

(Section 4)

PURPOSE

The Consultative Committee (CC) will provide a consultative / communication forum for community stakeholders to meet with Greater Toronto Airports Authority (GTAA) Management and other aviation community representatives. The committee will discuss issues relating to the ongoing operation of Toronto Pearson International Airport and the activities of the GTAA.

The CC will be an advisory body for the GTAA President & Chief Executive Officer. The committee will include a broad group of airport, community and government partners and allow for the GTAA to hear concerns expressed in a public forum and to take action as agreed and considered appropriate.

COMMITTEE RESPONSIBILITIES

MANDATE

The GTAA Consultative Committee is a forum to provide for effective dialogue and dissemination of information on matters relating to Toronto Pearson International Airport, including, but not limited to:

- airport planning
- operational aspects of the Airport
- Economic development
- regional/municipal concerns
- noise and environmental issues with potential economic impacts

The CC shall meet not less than twice each year, and shall be comprised of members who are generally representative of the community, including persons representing the interests of consumers, the travelling public and organized labour, aviation industry representatives and appropriate provincial and municipal government representatives.

This mandate is consistent with the requirements set out in the GTAA's Ground Lease with the federal government (Article 9.04).

COMMUNICATION AND DISSEMINATION / EDUCATION OF STAKEHOLDERS

The CC will be a communication conduit to and from the community on airport matters and general airport policies that affect the community, and will act in a consultative capacity to GTAA management.

Each member will decide on the most appropriate methods of disseminating information to their respective constituents on an issue by issue basis. The CC will decide what needs to be communicated as well as how to communicate effectively.

LINKAGES

The CC will provide the communication liaison between the community and the GTAA Board of Directors through GTAA management.

Committee members will act in a liaison capacity with their community constituent groups and will be active participants in committee meetings.

Committee members will be linked to the GTAA Noise Management Forums, (Toronto Pearson's consultative forum on noise mitigation and environment issues), through the committee chair.

SCOPE

To fulfill its purpose, the CC will discuss on an ongoing, proactive basis, matters related to the planning, development, economic viability and operation of the airport and will promote the airport as an economic asset for the Greater Toronto Area and as a major hub within the Canadian and international airport transportation system.

The CC will advise on matters related, but not limited, to the following:

- Regional Airport System
- Economic Development Issues
- Airport Planning and Development Plans
- Operational matters and noise initiatives that have potential economic impact
- Regional/Municipal Concerns
- Customer Service Issues
- Transportation and Transit Issues, particularly access to/from the Airport

The CC will receive a report annually with respect to the economic value of the Airport's restricted hours operations, including any increase to the annual maximum number of flights in the restricted hours.

Members will be involved in: suggesting items for the agenda; presenting and discussing issues; deciding on recommendations; seeking input from their constituent groups on issues, concerns and recommendations; and effectively disseminating information to their respective groups.

The CC will consult with and make recommendations to the GTAA on airport matters that impact the community. The President and CEO may refer recommendations from the CC to the appropriate committee of the GTAA Board of Directors, to the Noise Management Forums, or to other bodies, as appropriate, for consideration. The GTAA will provide feedback to the CC on these recommendations.

The CC may appoint ad-hoc sub-committees to deal with specific issues as they arise.

Terms of Reference will be reviewed and updated as required to ensure that the CC mandate and membership remain current and appropriate.

MEMBERSHIP

CHAIR: (Voting)

- The GTAA President and CEO or his designate **(1)**:

COMMUNITY MEMBERS: (Voting)

- Provincial Government **(1)**

One elected or staff representative from the Government of Ontario, to be nominated by the Ministry of Transportation

- Local Municipalities **(3)**:

One elected or staff representative from the Cities of Brampton, Mississauga, and Toronto to be nominated by the municipalities

- Regional Municipalities **(4)**:

One representative each from Durham, Halton, Peel, and York to be nominated by the regions

- Local Residents **(3)**:

One resident each from Brampton, Mississauga, and Toronto, to be nominated by the municipalities

- Business **(3)**:

One representative each from Brampton, Mississauga, and Toronto, to be nominated by the respective Boards of Trade

- Labour **(1)**:

One representative nominated by the Brampton/Mississauga or Toronto/York labour councils

- Consumer **(1)**:

One representative be nominated by the Association of Canadian Travel Agencies (ACTA)

- Post-Secondary Education **(2)**

Two representatives to be nominated by the GTAA on the advice of the education sector to represent students as consumers and airport employees

Municipalities will be permitted to designate alternate councillors, residents, or councillors' staff representatives to stand-in for an elected representative who is unable to attend a meeting. Designated alternates are encouraged to attend meetings regularly and can vote in absence of the regular member.

Each nominating body will set the term of membership with a suggested minimum of two years.

RESOURCE MEMBERS (Non-Voting)

- Transport Canada regional staff representative
- NAV Canada representative
- National Airlines Council of Canada (NACC) representative
- Cities of Brampton, Mississauga, and Toronto staff representatives (one per city)

- Airline Operations Committee (AOC) representative
- Tourism Toronto representative
- Ontario Ministry of Tourism, Culture and Sport staff representative
- Ontario Ministry of Transportation staff representative

Resource Members will support the CC and will be appointed to the committee by their constituent group, who will set the term of membership.

GTAA MEMBERS (Non-Voting)

- As Required

PROCEDURES/OPERATION

By the last meeting of the calendar year, the committee will approve a meeting schedule for the following year. Meetings will be held on a semi-annual or quarterly basis in the Administrative Offices of the GTAA. The Committee will meet on Tuesdays at 4:00 p.m. Meetings can be rescheduled at the discretion of the committee at least two weeks in advance of the scheduled meeting date. The meeting schedule, and any subsequent changes, shall be made publicly available.

There will be a published agenda, which will be delivered one week in advance of published meetings dates. Items for discussion should be submitted to the Committee Chair two weeks prior to meeting.

Agenda items will regularly include:

- Regional Airport System
- Economic Development Issues
- Airport Planning and Development Plans
- Operational matters and noise initiatives that have potential economic impact
- Ground Transportation/Airport Access Issues
- Regional/Municipal Concerns
- Public Comment Period

Quorum shall consist of nine voting members, including the chair. In the event quorum is not attained, meetings will proceed on an informal basis. Regular attendance is expected of members. If a member, and/or their alternate, misses more than two consecutive regularly scheduled meetings, then the appointing community will be advised.

For most CC business, a consensus approach will be followed. For those issues where a vote is requested, only Community members and the committee Chair will have voting rights. Where possible, items requiring a vote will be outlined on the agenda, and material will be provided to members in advance of meetings.

Meetings will be open to the public and to the media.

Minutes of the meetings will be circulated to CC members as early as possible after each meeting. Further distribution of the minutes will be decided by the CC.

The GTAA will provide secretariat services. The GTAA will provide a budget for the administrative support of this Committee.

SCHEDULE "E"
SOUTHERN ONTARIO MAYOR'S AEROSPACE COUNCIL
TERMS OF REFERENCE 2019

(Section 4)

Southern Ontario Aerospace Industry

Southern Ontario is home to one of the world's most vibrant aerospace industries. With hundreds of firms supplying aerospace programs worldwide, aerospace is an important sector of the economy generating billions in annual revenue and employing thousands of people both directly and indirectly. Southern Ontario aerospace companies are leaders and innovators in the manufacturing of aircraft, landing gear systems and more.

Southern Ontario Municipal Aerospace Council

TERMS OF REFERENCE

PURPOSE

The Southern Ontario Municipal Aerospace Council (SOMAC) works collaboratively to promote awareness, advocacy and strategic policy initiatives to strengthen Ontario and airport host municipalities by keeping the aerospace sector robust as a driver of employment, innovation and productivity.

The committee will:

- Advocate for Southern Ontario and airport host municipalities on the national and international stage as a premiere location for aerospace businesses to locate, invest and do business;
- Create a forum for discussion on topics of shared interest focused on opportunities and challenges for communities;
- Showcase to governments the scale and value of the Southern Ontario's aerospace sector and its airports to the economy; and
- Provide a platform for Southern Ontario Airport Network (SOAN) Mayor's and/or Regional Chair's to be aerospace industry champions for their respective communities and enhance recognition.

MEMBERSHIP

Membership is open to Mayors and Regional Chairs of all Southern Ontario Airport Network (SOAN) communities, as well as Mayors of communities with airport lands in reserve.

SOMAC will be led by a Council Chair, initially the Mayor of Mississauga , who will be appointed to an initial term, ending October 2022. The Council Chair will hold a leadership position and be the public face of the Council. Subsequent Council Chairs will be open to all SOMAC Mayors and/or Regional Chairs as applicable, through a nomination process, including a potential second term for an incumbent Council Chair, and in cases of multiple expressions of interest, a vote will take place.

ATTENDANCE AND TIME COMMITMENT

SOMAC will meet twice annually. Costs associated with attendance or activities related to the membership of and participation in the SOMAC shall be the responsibility of the member organization, including staff time and travel expenses unless otherwise stated. Attendance from all SOMAC members is expected at both annual meetings. Generally, meetings will be two and a half (2.5) hours in length.

MEETING MANAGEMENT

The GTAA will provide secretariat services and cover related administrative costs for the SOMAC.

The meeting schedule will be announced at the beginning of each year. Meetings are not open to the public, however meeting summaries may be made publicly available with the agreement of members.

Proposed 2019 SOMAC MEETING SCHEDULE

- May 2019
- August 2019 (AMO)

MEETING MATERIALS

An agenda and related materials will be circulated one week in advance of each meeting. Member suggestions for agenda topics must be submitted at least one week in advance of circulation.

A typical agenda will follow this structure:

- Welcome and agenda
- Review of previous meeting notes
- Action items updates and resolutions
- Guest presentations/speakers
- Roundtable discussion
- Wrap Up and Look Ahead

Meeting notes and action items will be circulated by the GTAA to members as quickly as

possible following each meeting.

SUB-COMMITTEES

SOMAC may create sub-committees to deal with specific issues and objectives as they arise.

LINKAGES

SOMAC will have regular information exchange and interaction with other provincial/federal aerospace councils.

TERMS OF REFERENCE

Terms of Reference will be updated as required to ensure the SOMAC's purpose and scope remain current and appropriate.

SCHEDULE "F"
REVIEW AREA BOUNDARY

(Subections 4(4) and (6))

