



AGENDA

GENERAL COMMITTEE

THE CORPORATION OF THE CITY OF MISSISSAUGA

www.mississauga.ca

WEDNESDAY, FEBRUARY 18, 2015 – 9:00 AM
COUNCIL CHAMBER – 2nd FLOOR – CIVIC CENTRE
300 CITY CENTRE DRIVE, MISSISSAUGA, ONTARIO, L5B 3C1

Members

Mayor Bonnie Crombie	
Councillor Jim Tovey	Ward 1
Councillor Karen Ras	Ward 2
Councillor Chris Fonseca	Ward 3
Councillor Carolyn Parrish	Ward 5 (Chair)
Councillor Ron Starr	Ward 6
Councillor Nando Iannicca	Ward 7
Councillor Matt Mahoney	Ward 8
Councillor Pat Saito	Ward 9
Councillor Sue McFadden	Ward 10
Councillor George Carlson	Ward 11

Contact:

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INDEX – GENERAL COMMITTEE – FEBRUARY 18, 2015

CALL TO ORDER

APPROVAL OF THE AGENDA

DECLARATIONS OF CONFLICT OF INTEREST

PRESENTATIONS - Nil

DEPUTATIONS

MATTERS TO BE CONSIDERED

1. Advanced Transportation Management System (ATMS) – Progress Report
2. All-Way Stop – Park Street East and Ann Street (Ward 1)
3. ActiveAssist – Fee Assistance Program Performance
4. Fee Subsidy Purchase of Service Agreement with the Region of Peel
5. Mississauga Leash-Free Zones (Wards 1, 2, 3, 5 and 9)
6. Streetsville Village Square (Ward 11)
7. Sheridan Library Shared Facilities Agreement Renewal (Ward 8)
8. Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2014 to December 31, 2014

ADVISORY COMMITTEE REPORTS

Mississauga Accessibility Advisory Committee Report 1-2015 February 9, 2015

Heritage Advisory Committee Report 1-2015 February 10, 2015

Mississauga Cycling Advisory Committee Report 2-2015 February 10, 2015

COUNCILLORS' ENQUIRIES

OTHER BUSINESS/ANNOUNCEMENTS

CLOSED SESSION

(Pursuant to Subsection 239 (2) of the *Municipal Act, 2001*)

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Lease to Own Agreement of a Portion of City Owned Property, Municipally Known as 4140 Pheasant Run, for the Purpose of a Proposed Sale to Hearthouse Hospice Inc. – Deferred Payment Arrangement (Ward 8)

ADJOURNMENT

CALL TO ORDER

APPROVAL OF THE AGENDA

DECLARATIONS OF CONFLICT OF INTEREST

PRESENTATIONS - Nil

DEPUTATIONS

MATTERS TO BE CONSIDERED

1. Advanced Transportation Management System (ATMS) – Progress Report

Corporate Report dated February 2, 2015 from the Commissioner of Transportation and Works with respect to the Advanced Transportation Management System – Progress Report.

RECOMMENDATION

That the Corporate Report dated February 2, 2015 from the Commissioner of Transportation and Works entitled “Advanced Transportation Management System (ATMS) - Progress Report” be received for information.

2. All-Way Stop – Park Street East and Ann Street (Ward 1)

Corporate Report dated February 3, 2015 from the Commissioner of Transportation and Works with respect to an all-way stop at Park Street East and Ann Street.

RECOMMENDATION

That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to implement an all-way stop control at the intersection of Park Street East and Ann Street.

3. ActiveAssist – Fee Assistance Program Performance

Corporate Report dated January 27, 2015 from the Commissioner of Community Services with respect to the Active-Assist – Fee Assistance Program Performance.

(3.)

RECOMMENDATION

That the ActiveAssist – Fee Assistance Program Policy 08-03-06 be amended to increase the maximum number of ActiveAssist clients to 12,500 as outlined in the Corporate Report dated January 27, 2015 from the Commissioner of Community Services.

4. Fee Subsidy Purchase of Service Agreement with the Region of Peel

Corporate Report dated February 4, 2015 from the Commissioner of Community Services with respect to a fee subsidy purchase of service agreement with the Region of Peel.

RECOMMENDATION

1. That the Commissioner of Community Services be authorized to enter into a Fee Subsidy Purchase of Service Agreement with the Region of Peel in a form satisfactory to Legal Services that would allow the City to accept childcare fee subsidy from the Region to support participation of children aged 6 to 12 and those with special needs up to the age of 17, in City-operated March Break and Summer Camps programs.

2. That all necessary bylaws be approved.

5. Mississauga Leash-Free Zones (Wards 1, 2, 3, 5 and 9)

Corporate Report dated January 28, 2015 from the Commissioner of Community Services with respect to the Mississauga Leash-Free Zones.

RECOMMENDATION

1. That the City continue to work in partnership with Leash-Free Mississauga (LFM) for the safe operation of Leash-Free Zones.

2. That anyone wishing to walk more than four dogs at one time (up to a limit of eight) must apply for a permit from the City of Mississauga and be identifiable in the Leash-Free Zone.

3. That the Parks and Forestry Fees and Charges By-law 0291-2014 be amended to include a Dog Walker Permit Fee of \$250.00 for the first dog walker and a \$50.00 charge for each additional dog walker associated with the same service provider.

(5.)

4. That LFM provide enhanced education and signage regarding behaviour of children in a Leash-Free Zone, continue to develop rules and policies for the safe operation of Leash-Free working with the City Liaison along with Risk Management and Legal, and develop standards for fencing, and seating, signage meeting City Standards for all Leash Free Zones.

6. Streetsville Village Square (Ward 11)

Corporate Report dated January 30, 2015 from the Commissioner of Community Services with respect to the Streetsville Village Square.

RECOMMENDATION

1. That the Corporate Report dated January 30, 2015 from the Commissioner of Community Services entitled Streetsville Village Square be approved.
2. That a by-law be enacted to amend the Noise Control By-law 360-79, as amended, to exempt Streetsville Village Square from the Noise Control By-law during events and programming as approved by the Streetsville Village Square Event Committee.
3. That a by-law be enacted to amend the Special Events Temporary Road Closure By-law 51-06, to authorize temporary road closures of Main Street between Queen Street South and Church Street for events and programming for a period of time that may exceed twenty four (24) hours, on an as needed basis and as approved for and by the Commissioner of Transportation and Works or his/her designate.
4. That a by-law be enacted to amend the Prohibit Sale of Goods on Highways Bylaw 127-95, as amended, to permit the sale of goods by vendors on Streetsville Village Square during special events programming as approved by the Streetsville Village Square Event Committee.

7. Sheridan Library Shared Facilities Agreement Renewal (Ward 8)

Corporate Report dated January 26, 2015 from the Commissioner of Community Services with respect to a renewal of the Sheridan Library Shared Facilities Agreement.

(7.)

RECOMMENDATION

That a by-law be enacted to authorize the Commissioner of Community Services and the City Clerk to execute and affix the corporate seal on behalf of The Corporation of the City of Mississauga to the Shared Facilities Agreement related to the Sheridan Library partnership between the City of Mississauga and Polycultural Immigrant and Community Services, in a form satisfactory to the City Solicitor.

8. Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2014 to December 31, 2014

Corporate Report dated January 23, 2015 from the Commissioner of Corporate Services and Chief Financial Officer with respect to the delegation of authority for the acquisition, disposal, administration and lease of land and property between July 1, 2014 to December 31, 2014.

RECOMMENDATION

That the report dated January 23, 2015 from the Commissioner of Corporate Services and Chief Financial Officer entitled, "Delegation of Authority - Acquisition, Disposal, Administration and Lease of Land and Property - July 1, 2014 to December 31, 2014", be received for information.

ADVISORY COMMITTEE REPORTS

Mississauga Accessibility Advisory Committee Report 1-2015 February 9, 2015
(Recommendation AAC-0001-2015 to AAC-0005-2015)

Heritage Advisory Committee Report 1-2015 February 10, 2015
(Recommendation HAC-0001-2015 to HAC-0003-2015)

Mississauga Cycling Advisory Committee Report 2-2015 February 10, 2015
(Recommendation MCAC-0006-2015 to MCAC-0007-2015)

COUNCILLORS' ENQUIRIESOTHER BUSINESS/ANNOUNCEMENT

CLOSED SESSION

(Pursuant to Subsection 239 (2) of the *Municipal Act, 2001*)

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Lease to Own Agreement of a Portion of City Owned Property, Municipally Known as 4140 Pheasant Run, for the Purpose of a Proposed Sale to Hearthouse Hospice Inc. – Deferred Payment Arrangement (Ward 8)

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP

DATE: February 2, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Martin Powell, P.Eng.
Commissioner of Transportation and Works

SUBJECT: **Advanced Transportation Management System (ATMS) -
Progress Report**

General Committee

FEB 18 2015

RECOMMENDATION: That the Corporate Report dated February 2, 2015 from the Commissioner of Transportation and Works entitled "Advanced Transportation Management System (ATMS) - Progress Report" be received for information.

**REPORT
HIGHLIGHTS:**

- The Advanced Transportation Management System (ATMS) project is an approved cash-flow project with an overall view of mitigating traffic congestion and its effect on the road network. A well designed ATMS will make it possible to actively monitor travel conditions, influence the operation of traffic signals, disseminate information, and interact with other transportation modes.
- The ATMS involves facilitating the planning, design and implementation of the following specific projects:
 - Traffic Control System (TCS) Replacement
 - Traffic Signal Communication Upgrade
 - Traffic Management Centre (TMC)

- Intelligent Transportation Systems (ITS)
- Future ATMS Initiatives
- Both the Region of Peel and the Ministry of Transportation Ontario (MTO) are contributing partners in the ATMS project.
- A multi-staged procurement process for the Traffic Control System (TCS) replacement was recently concluded with the contract award issued to Parsons Inc. Project implementation commenced January 2015 and the transition to the new TCS including replacement of hardware, software and field equipment will take approximately 3 years to complete.
- The City's IT Division is responsible to deploy, operate and maintain the outdoor Internet Protocol (IP) communication network for traffic signal communications. The upgrade in communications involves the use of the City's public fibre network, Wi-Fi and cellular technology. To date, 120 traffic signals have migrated to the new IP communication network and the remaining traffic signals are expected to migrate over the next 3 years.
- The new Traffic Management Centre (TMC) was substantially completed in June 2014 at the Transportation and Works facility at 3185 Mavis Road. The video wall display for the TMC remains outstanding and is to be acquired separately (late 2015) as part of the Traffic Control System (TCS) replacement.
- Intelligent Transportation Systems (ITS) involving the deployment of traffic monitoring cameras and the piloting of vehicle detection technology is an ongoing program with an annual capital budget of \$75,000.
- To meet the City's future transportation needs and technological advancements, future ATMS initiatives are forecasted in the medium to long term range (5 to 10 years) and will be subject to the business planning and budget request process.
- An overall capital budget of \$14.791 million (gross) has been cash-flowed for the ATMS project with recoverable commitments from the Region of Peel and the Ministry of Transportation Ontario (MTO) for their respective shares.
- Operational budget allowances have been approved for additional staff resources for the ATMS project with recoverable labour costs

shared with the Region of Peel and the MTO on a pro-rated basis.

BACKGROUND:

Like many other jurisdictions in Canada and elsewhere, the City of Mississauga and the surrounding areas are experiencing increasing traffic volumes and congestion resulting in negative impacts on road safety, the environment and the economy.

It is no longer sufficient for public agencies to simply operate and maintain traffic signals. The transportation system as a whole requires improved integration and active management to provide users with the information required to make appropriate trip and mode choices.

The public expects an efficient transportation network that provides reliable travel times, minimal delays, and accurate and timely travel information.

The City's current traffic management situation is in dire need of a major overhaul. The existing T2000C/Fastracs Traffic Control System (TCS), originally installed in the 1980's, is at the end of its life cycle and is in need of replacement. The aged traffic signal communication network, via leased Bell Canada lines, is in need of an upgrade in order to manage, monitor and control an expanded and enhanced transportation system. To support and provide a physical workspace for traffic management efforts, a new Traffic Management Centre (TMC) is required.

A new state-of-the-art Advanced Transportation Management System (ATMS) provides the means to meet the transportation system needs and public expectations.

The ATMS represents the framework that facilitates the planning process and completion of specific projects to improve the movement of people and goods.

Using modern technology, a well-designed ATMS will make it possible to actively monitor travel conditions, influence the operation of traffic signals, disseminate information and interact with other transportation modes and agencies with an overall view of lessening congestion and its effects on the road network.

The ATMS includes the following project components:

- Traffic Control System (TCS) Replacement
- Traffic Signal Communication Upgrade
- Traffic Management Centre (TMC)
- Intelligent Transportation Systems (ITS)
- Future ATMS Initiatives

Both the Region of Peel and the Ministry of Transportation Ontario (MTO) are contributing partners in the ATMS project.

A business case and position paper have been prepared by the Management Consulting Section of the City Manager's Office outlining the need for an ATMS. The ATMS project is an approved cash-flow project that was recently refreshed as part of the 2015 Business Plan and Budget under Budget Request # 1393.

The purpose of this report is to provide General Committee with a progress update on the overall ATMS project delivery.

COMMENTS:

Traffic Control System (TCS) Replacement

The City of Mississauga in partnership with the Region of Peel and the Ministry of Transportation Ontario (MTO) are undertaking a project to replace the existing T2000C/Fastracs Traffic Control System (TCS) which has reached the end of its life cycle. The project involves the acquisition of a new Traffic Control System, the replacement of associated field hardware, the demonstration of an Advanced Transportation Management System (ATMS), and the provision of long term support services.

Together with the partnership team, Materiel Management conducted a multi-staged competitive procurement process.

- Stage 1 - Request for Expression of Interest (RFE)
- Stage 2 - Request for Proposal (RFP)
- Stage 3 - Request for Best and Final Offer (RFBAFO)
- Stage 4 - Final Negotiations and Contract Award

Out of the nine (9) proponents that responded to the initial Stage 1 - RFE, five (5) proponents qualified for the RFP Stage 2. Following Stage 2, two (2) qualified proponents were shortlisted and invited to submit final technical and financial proposals under Stage 3 - RFBAFO. Parsons Inc, (formerly Delcan Inc.) received the highest overall score and was recommended for contract award. Negotiations have been completed and a comprehensive delivery, performance and payment schedule along with a ten (10) year Master Purchase and Service Agreement has been prepared and executed effective December 1, 2014.

The scope of work has been parcelled into Work Packages.

Work Package 1: Traffic Control System - Includes the detailed design, supply, implementation, commissioning and acceptance of the Central System and the audio/visual component. It also includes bench testing 10 traffic signal controllers, as well as the required coexistence of the legacy control system.

Work Package 2: Traffic Signal Proof of Concept - Includes the integration of 30 existing traffic signals and 23 existing traffic monitoring cameras into the Traffic Control System implemented in Work Package 1. It also includes the detailed design, supply, implementation, transitioning, commissioning and acceptance of field traffic signal controllers.

Work Package 3: Traffic Signal Completion - After successful completion of Work Packages 1 and 2, this Work Package includes the integration of all the work elements in Work Package 2 for the remaining traffic signals (approximately 720 locations). It also includes the coexistence of the legacy control system as part of the transition until it can be retired.

Work Package 4: ATMS Demonstration - Includes a demonstration of developing traffic management technologies along Dundas Street West from Ninth Line to Mississauga Road. The initiation of this Work Package will depend upon the satisfactory progression of Work Package 3.

Project implementation commenced January 2015 and the transition to

the new TCS and full replacement of hardware, software and traffic management field equipment will take approximately three (3) years to complete.

The core TCS will permit management of traffic signal operations under the following modes:

- Manual Control - Operator Intervention
- Time-of-Day / Day-of-Week Control

The TCS will also have the ability to add future modules to allow more efficient traffic signal operations through the use of the following modes:

- Responsive Traffic Control - Automatic selection of Signal Timing Plans
- Adaptive Traffic Control - Planned changes made automatically in real time based on changing traffic conditions
- Incident Management
- Traveller information
- Transit Signal Priority

The value of the 10 year contract with Parsons Inc. is \$5,978,048.45 (excluding HST). Funding is provided under the ATMS Project via an approved cash-flow capital budget of \$7.05 million (gross) with recoverable commitments from both the Region of Peel and the MTO. Optional future work or services will be subject to the business planning and budget process.

Operational funds for staff resources to operate the TCS have been accounted for under the Traffic Management Centre (TMC) project.

Traffic Signal Communication Upgrade

This project involves the migration of traffic signal communications from aging leased analog Bell Canada wired circuits to the City's Internet Protocol (IP) network.

Although Bell Canada offers advancements in digital communication, such systems are expensive to adapt and to lease.

An extensive and private fibre optic infrastructure has been jointly developed by the City of Mississauga, Region of Peel, City of Brampton, and the Town of Caledon commonly known as the Public Sector Network (PSN). This infrastructure carries the data requirements of these Agency's internal IT networks by providing connectivity to virtually all of these Agency's facilities.

To expand the reach of the PSN, wireless technologies are being employed to provide connectivity to the network beyond the physical Agency's facilities. To this end, traffic signals can be used to mount wireless "access points" and to provide a power source for connectivity to the City's IT network. This enables the Traffic Control System to communicate and exchange data with traffic controllers, monitoring cameras, sensors and devices at signalized intersections. In addition, there are potential IT network connectivity benefits for other Corporate users.

By leveraging and migrating to the Public Sector Network (PSN), the City will be able to transition away from Bell Canada as the service provider for traffic signal communications and realize operational savings in communication costs.

The City's IT Division is responsible to deploy, operate and maintain the outdoor Internet Protocol (IP) communication network to support the Traffic Control System and associated IP based field devices.

The IT work plan for the outdoor IP communication network involves the following components:

- Design and construction of fibre at new locations via contract services
- Installation of Access Points (AP's), including repairs and modifications, via contract services
- Installation of IT Cabinets at signalized intersections requiring fibre/wireless communications, including conduit and electrical works, via contract services
- In-house staffing to coordinate contract services and to manage the wireless network

As of the end of 2014, there are 757 traffic signals in Mississauga operated by the City's Traffic Control System. Currently, 120 traffic

signal locations have transitioned to the new IP communication network. The transition for the remaining traffic signal locations is estimated to take 3 years to complete.

In order to meet the transition schedule and communication requirements of the new Traffic Control System, a Rogers cellular network will be required. In addition, it is expected that cellular communication services will be required for those remote traffic signal locations.

Under the ATMS project, a cash-flow capital budget of \$5.241 million (gross) was approved for the Traffic Signal Communication Upgrade. As partners, both the Region of Peel and the MTO are responsible for their proportional capital cost share for this project.

Operational budget allowances have been approved to provide two (2) Full-Time Equivalent (FTE) staff resources in 2014 to manage traffic signal communications; one (1) FTE for Information Technology and the other FTE for Transportation and Works. In addition, annual operational savings of \$200,000, associated with the migration of traffic signal communications from aged leased Bell Canada circuits to the City's fibre based IP network, have been identified by 2018. Associated operational savings and recoverable labour costs will be shared with the Region of Peel and the MTO on a pro-rated basis.

Traffic Management Centre (TMC)

The TMC project involves the design and construction of the physical central space where traffic staff monitor and respond to mitigate traffic related situations that impact the motoring public.

Facilities and Property Management managed the design and construction of the physical workspace for the TMC at the Transportation and Work facility at 3185 Mavis Road. Construction of the new TMC was substantially completed in June 2014.

The TMC project was phased to accommodate the reorganization of other office spaces and to ensure that the existing Traffic Control Centre remained operational during construction.

The video wall display for the TMC remains outstanding and is to be acquired separately as part of the Traffic Control System Replacement project.

Under the ATMS project, a capital budget of \$2.5 million (gross) was cash-flow approved for the TMC with \$1.8 million allocated for design and construction and \$0.7 million allocated for the video wall display. As a partner, the Region of Peel is responsible for its proportional capital cost share for this project.

Operational budget allowances have been approved to provide staff resources to operate the TMC. A total of eight (8) Full-Time Equivalent (FTE) staff resources over 4 years (2014 to 2017) are to be employed. Both the Region of Peel and the MTO will share the labour costs for their respective portions.

Intelligent Transportation Systems (ITS)

Intelligent Transportation Systems (ITS) involve the use of smart technologies to gather information and data from the road network. Examples include traffic monitoring cameras and various data collection techniques. The provision of these ITS measures together with the Traffic Control System (TCS) will provide the ability to detect and manage incidents on City streets as well as anticipate the effects of freeway incidents on City roads.

Currently, the City of Mississauga has 23 traffic monitoring cameras set-up along high profile corridors that bring live video streams back to the Traffic Management Centre. The ITS work plan identifies 150 to 200 cameras in total to be provided throughout the City over a 10 year timeframe.

In addition, staff are piloting new advances in detection technology, such as radar, to provide basic control and management of traffic signals. This radar detection technology is not just for vehicles, but can also detect bicycles and pedestrians.

The funding for these initiatives is provided under a separate Traffic ITS Capital Program with an annual capital budget of \$75,000.

Future ATMS Initiatives

The ATMS project sets the foundation for a new TCS, upgraded traffic signal communications and a new TMC. It also provides a system architecture that is both open and expandable to meet the City's future transportation needs and technological advancements.

Under the TCS Project, an ATMS demonstration along a high profile corridor of signalized intersections will examine the following developing traffic management technologies:

- Responsive Traffic Control - Automatic selection of signal timing plans
- Adaptive Traffic Control - Planned signal timing changes made automatically in real time based on traffic conditions
- Incident Management
- Traveller information

The ATMS demonstration will serve as a showcase for observation, testing and the development of future ATMS initiatives. In addition, it will demonstrate the benefits and costs associated with these initiatives in order to build a business case for future business planning and budget requests.

Depending on technical advances, a medium to long term range (5 to 10 years) for these future ATMS initiatives is forecast with future capital and operational budgets to be determined.

STRATEGIC PLAN:

Under the Move Pillar, a more robust transportation management system will allow the City to get more capacity out of the road system and allow the City to deliver on multi-modal initiatives and the strategic desire to not widen any more roads.

FINANCIAL IMPACT:

As part of the 2015 Business Planning and Budget process, a refresh was provided under Budget Request #1393 for the overall ATMS project. A cumulative capital budget of \$14.791 million (gross) has been cash-flowed for the ATMS project and consists of the following components:

ATMS Project	Capital Budget (Gross)	Time Period
Traffic Signal Control Replacement	\$7,050,000	Over 3 years (2015-2017)
Traffic Signal Communication Upgrade	\$5,241,000	Over 4 years (2014-2017)
Traffic Management Centre	\$2,500,000	Over 2 years (2014-2015)
TOTAL	\$14,791,000	

Capital recoverable commitments from both the Region of Peel and the MTO for their respective ATMS capital components are estimated at \$4.0 million.

Operational budget allowances have been approved for the following items:

- Annual operational savings of \$200,000 by 2018 that are associated with the migration of traffic signal communications from aged leased Bell Canada circuits to the City's fibre based IP network
- Two (2) Full-Time Equivalent (FTE) staff resources in 2014 to manage traffic signal communications (one for Information Technology and one for Transportation and Works)
- Eight (8) Full-Time Equivalents (FTE) staff resources over 4 years (2014-2017) to operate the TMC

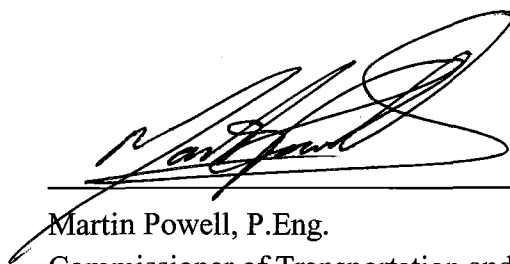
Associated operational savings and recoverable labour costs will be shared with the Region of Peel and the MTO on a pro-rated basis.

CONCLUSION:

The development of a pro-active Advanced Transportation Management System (ATMS) through the use of advanced technologies will permit the City of Mississauga and its partners to be leaders in transportation management. Without this initiative, service levels for traffic operations will decrease significantly as higher traffic demands, transit priority and conflicting interests erode available road

network capacity. Traffic delays and queuing will tend to be longer and complaints will increase.

With the construction completion of the workspace for the Traffic Management Centre, the ATMS Project is now focused on the replacement of the Traffic Control System, including traffic controllers in the field, and the upgrade of Traffic Signal Communications to the City's fibre IP network and the Rogers cellular network. These projects will take time to implement and transition, and are expected to be completed by 2018. Once completed, these projects will set the foundation blocks for future ATMS initiatives.



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Al Sousa, P.Eng.

Manager, Traffic Engineering and Operations



Corporate Report

Clerk's Files

2.

Originator's
Files

MG.23.REP
RT.10.Z-08

DATE: February 3, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

General Committee

FEB 18 2015

FROM: Martin Powell, P. Eng.
Commissioner of Transportation and Works

SUBJECT: **All-Way Stop**
Park Street East and Ann Street (Ward 1)

RECOMMENDATION: That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to implement an all-way stop control at the intersection of Park Street East and Ann Street.

BACKGROUND: Concerns have been identified by an area resident regarding overall pedestrian safety due to a number of collisions occurring at the intersection of Park Street East and Ann Street. As a result, the Transportation and Works Department completed a comprehensive review of the intersection of Park Street East and Ann Street to determine if an all-way stop is warranted.

Currently, the intersection of Park Street East and Ann Street operates as a four-legged intersection with stop controls on Ann Street.

COMMENTS: The Transportation and Works Department completed a review of the intersection of Park Street East and Ann Street to determine the need for additional intersection controls.

An A.M./P.M. manual turning movement count was completed on

An A.M./P.M. manual turning movement count was completed on December 2, 2014. The data was used to calculate an all-way stop warrant, which revealed the following values:

Park Street East and Ann Street - December 2, 2014

Part A: Volume for All Approaches: 83%
Part B: Volume Splits: 55%

In order for an all-way stop to be warranted, both warrants must equal 100%. Based on these results, an all-way stop is not warranted at the intersection of Park Street East and Ann Street.

For an all-way stop control to be warranted on a residential roadway, at least five (5) collisions must occur in a 12-month period, provided the collisions are of the type considered correctable by the use of all-way stops (i.e. turning movement, angle collisions).

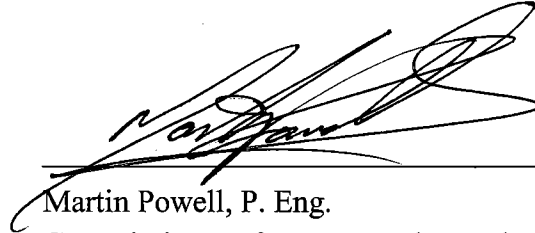
The review of the collision history at the subject intersection revealed 13 potentially correctable collisions that have occurred since 2012. Based on the above review, the Transportation and Works Department supports the installation of an all-way stop at the intersection of Park Street East and Ann Street.

Based on the review of the collision history, the Transportation and Works Department recommends the installation of an all-way stop at the intersection of Park Street East and Ann Street.

FINANCIAL IMPACT: Cost for the sign installation can be accommodated in the 2015 Current Budget.

CONCLUSION: Based on the collision history, the Transportation and Works Department recommends the installation of an all-way stop at the intersection of Park Street East and Ann Street.

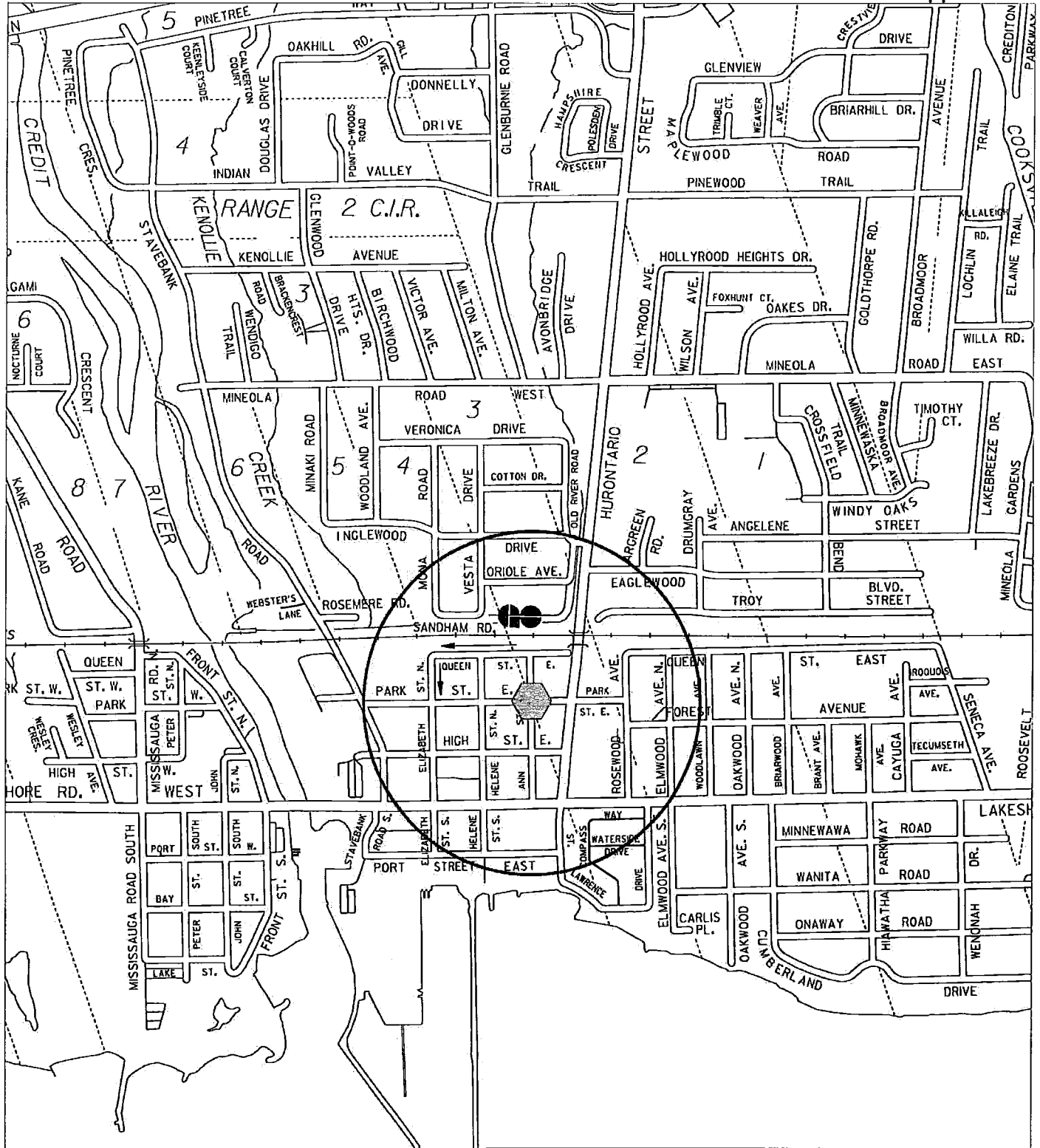
ATTACHMENTS: Appendix 1: All-Way Stop - Park Street East and Ann Street
(Ward 1)



Martin Powell, P. Eng.
Commissioner of Transportation and Works

Prepared By: Magda Kolat, Traffic Operations Technician

2c



O N T A



MISSISSAUGA



**Transportation and Works
Works Operations & Maintenance**

**All Way Stop
Park Street East and Ann Street
Ward 1**





Corporate Report

Clerk's Files

Originator's Files

3.

DATE: January 27, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **ActiveAssist – Fee Assistance Program Performance**

General Committee

FEB 18 2015

RECOMMENDATION: That the ActiveAssist – Fee Assistance Program Policy 08-03-06 be amended to increase the maximum number of ActiveAssist clients to 12,500 as outlined in the Corporate Report dated January 27, 2015 from the Commissioner of Community Services.

REPORT HIGHLIGHTS:

- The ActiveAssist program provides equality of access to Recreation programs for those Mississauga residents in financial need, regardless of age.
- The income eligibility criteria is based on the Low Income Cut-off (LICO) report as determined by *Statistics Canada*.
- ActiveAssist offers residents who meet the eligibility criteria a \$275 per person annual credit to a Recreation account.
- Qualified ActiveAssist applications consistently exceed the capacity limit, requiring ongoing capacity exceptions. In January 2015 the program capacity limit once again was reached.

BACKGROUND: Future Directions Recreation Master Plan identified the need for a fee assistance program that provides equality of access to those in financial need regardless of age. With the intent to address the economic needs of Mississauga residents, the ActiveAssist program

was launched on May 5, 2009. The purpose of ActiveAssist is to provide an opportunity for low-income families and individuals in Mississauga to participate in Recreation programs.

ActiveAssist offers residents who meet the eligibility criteria a \$275.00 per person annual credit to a Recreation account. This credit is redeemable as payment for most recreation programs and memberships provided by the City of Mississauga. The eligibility criteria is based on the Low Income Cut-off (LICO) report as determined by *Statistics Canada*. LICO calculates a cost of living requirement based on the number of people in a family.

ActiveAssist participants have one year to utilize the credit on their account. Unused credits expire after a year and are automatically removed from the client's account and reapplication is required.

Interest, take up, agency/client feedback and use since the ActiveAssist program launched confirms the need for the program. ActiveAssist has improved access to service and is proving to be efficient by utilizing existing participant capacity to moderate any pressure on gross expenditure.

Highlights of the program include;

- More than 42,000 Mississauga residents have been approved to access the program
- Children/Youth utilize 80% of all registered program subsidies and Older Adults account for 3%.
- Over a five year period, 63% of all subsidies are used for registered programs and 37% are used to purchase memberships/visits.
- Malton Community Centre has demonstrated the highest Active Assist program participation as a percentage of total facility program registration (16.7% in 2012/13, 17.2% in 2013/14 and 18% in 2014/15).
- In the fall of 2014, the program was expanded to provide access for Children in Care (Peel Children's Aid Society).

COMMENTS:

The ActiveAssist program is governed by a corporate policy adopted by Council (GC-0194-2009). This policy, ActiveAssist – Fee Assistance Program 08-03-06, as attached as Appendix 1, guides the overall management and administration of the program, including the total number of client spaces available annually – currently there is a 10,000 space capacity limit identified.

Since its inception the ActiveAssist program has consistently met capacity. During the inaugural year of the program, the original capacity of 2,500 was reached after just two months. Since then Council has approved capacity increases year over year reaching a limit of 10,000 for the 2014/2015 program cycle. In January 2015, the program once again reached capacity.

To ensure that no one in financial need is waitlisted it is recommended that the cap be increased to 12,500. This increase will accommodate the anticipated number of qualified applicants from February until the end of April at which point the program cycle resets. When considering historically that 50% of the allocated ActiveAssist dollars are utilized it is not anticipated that the increased capacity will have any impact on budgeted program operating costs.

The current usage trends, continued growth and need for capacity amendments indicate that there is an opportunity to enhance our delivery model. As such, staff will conduct a full review of the program.

Active Assist Program Review

It is anticipated that the program review will be completed by Fall 2015 and will incorporate the following:

- Municipal benchmarking to identify best practices.
- Review Mississauga's demographic and socioeconomic profiles to forecast demand and impact on the sustainability of the fee assistance program.
- Engage key stakeholders to review and evaluate usage, identify trends, barriers to access, and opportunities for improvement.

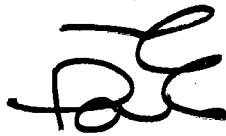
Provide recommendations to improve accessibility and management of the ActiveAssist program including program capacity limits.

STRATEGIC PLAN: The ActiveAssist program is aligned to Our Future Mississauga's strategic pillar of change – BELONG. The program ensures more children, youth, families, adults and older adults experience the benefits of recreation and a better quality of life.

FINANCIAL IMPACT: This report has no Financial Impact.

CONCLUSION: The ActiveAssist program has not increased budgeted program operating costs since its inception. This is expected to continue to be the case through 2015/16 with the recommendation to increase the program capacity to 15,000 Active Assist registrations. Facilities have been able to accommodate ActiveAssist participants into programs and provide memberships without additional resources. Therefore the ActiveAssist program has been successful in increasing participation with no impact to the current budget. The fee assistance program enables individuals and families who may not otherwise be able to participate in recreation activities.

ATTACHMENTS: Appendix 1: Corporate Policy ActiveAssist - Fee Assistance Program 08-03-06



Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

*Prepared By: Kristina Zietsma, Manager Customer Service Centre
Community Services*

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TAB: COMMUNITY SERVICES
SECTION: RECREATION
SUBJECT: ACTIVEASSIST - FEE ASSISTANCE PROGRAM

POLICY STATEMENT ActiveAssist, the City of Mississauga's fee assistance program, will enable many residents living in low-income households to register and participate in quality recreational and cultural activities by offering user fee credit subsidies.

PURPOSE User fee subsidies will extend the benefits of municipal recreation and culture programs to an increased number of children, youth, families and older adults who live in low-income conditions and are therefore less likely to afford current user fees.

SCOPE ActiveAssist is based on the economic need of individuals and families. Participation in the program is capped at 12,500 low-income individuals who are residents of Mississauga.

Post-secondary students who are enrolled full time in a college or university are not eligible, as these institutions provide affordable recreation options. An exception is made for full-time post-secondary students with dependants.

Mississauga residents who participate in another City-administered fee assistance program are not eligible to apply for ActiveAssist during that calendar year.

This policy does not apply to Mississauga Library programs or memberships. For information on these programs and memberships, contact the Mississauga Library.

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LEGISLATIVE AUTHORITY

Verification of income is required in order to confirm eligibility to ActiveAssist. The procedures for gathering and recording income level and net individual/family income information outlined in this policy comply with all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). For additional information on MFIPPA refer to Corporate Policy and Procedure, Records Management, Freedom of Information and Protection of Privacy.

The City of Mississauga, as authorized by the *Municipal Act, 2001*, establishes an annual by-law to impose, waive, reduce or otherwise vary a recreation program fee or charge.

DEFINITIONS

For the purposes of this policy:

“Family” means the applicant, his/her spouse or common-law partner and all legal dependants.

“Family Net Income”, as defined by the Canada Revenue Agency (CRA), means the total of the applicant’s net income and his/her spouse’s or common law partner’s net income.

“Low Income Cut-Off (LICO)” means a measure of poverty calculated by Statistics Canada using an annual survey of incomes, and defines a set of after tax (net) income levels below which individuals are considered to be living under the poverty line. Cut-off levels vary with the number of family members and are adjusted periodically for inflation.

“Membership” means all recreational memberships/passes, such as, but not limited to, fitness, swimming and skating. Memberships are for the exclusive use of the member, are limited to a fixed term and have a specific expiry date. Personal training

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and swipe visits are excluded.

ADMINISTRATION

ActiveAssist is administered by the Community Services Department, Recreation Division, via the Customer Service Centre (CSC). All ActiveAssist credit subsidies will be tracked using a registration software system. Recreation staff will undertake compliance auditing and produce ongoing reports to ensure strict management of the program.

OVERVIEW OF PROGRAM

ActiveAssist is a municipally supported financial assistance program available to those with incomes below LICO levels. The most recent LICO rates available at the time of registration will be used to determine eligibility. The CSC Manager or his/her designate will be responsible to monitor Statistics Canada LICO adjustments and communicate them to staff, including clear effective dates.

Community Services staff will collaborate with community agencies and stakeholders, who will promote ActiveAssist to residents who have been identified as low-income. Information will also be available to residents of Mississauga in a variety of Recreation marketing material.

Enrolment

Participants in the program will be accepted on a first-come, first-served basis. Each eligible ActiveAssist participant will be enrolled for a period of one year and receive an annual subsidy of \$275, in the form of an account credit, that can be applied to Mississauga Recreation and Culture registered programs and/or non-transferable Memberships. ActiveAssist participants have the option to either use their credit subsidy to cover the full program cost, or to pay a portion themselves, using an accepted payment method. ActiveAssist credits cannot be transferred to another person.

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Registrations will be ongoing throughout the year. The first day of each customer's twelve month enrolment period will be the date their subsidy is activated.

ActiveAssist participants are responsible to apply annually and must continue to meet all eligibility criteria. Applications for the next year may be made thirty calendar days prior to the end of their current enrolment period.

If the maximum number of ActiveAssist customers has been reached applicant(s) will be put on a waitlist, as outlined in the ActiveAssist Waitlist section of this policy.

Unused Credit

Any unused account credits remaining at the end of the customer's enrolment period are automatically removed by the registration software system. Credits cannot be carried over to the following year, transferred to another individual or family member, or redeemed for cash. If the remaining credit is not sufficient to cover the full cost of a program the participant may opt to pay the balance using any accepted means of payment.

Credits can be applied to any active registration program, even if the start date is past the individual's year end date. For example, the customer's activation date is July 15, 2013, with an expiry date of July 14, 2014. The customer may choose to enrol in April, 2014 for a program that starts in August, 2014.

Credits can be used to purchase a Membership, providing the start date is before the ActiveAssist expiry date, or to extend an existing Membership.

In the event that an Active Assist participant has registered in a program that is cancelled by the City after the participant's ActiveAssist enrolment period has expired, the customer may be

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transferred to another program in the same session by the CSC.

CRITERIA

To qualify for the program the applicant must be:

- a resident of Mississauga;
- have a total net individual or combined family income below LICO;
- be able to provide recent official documentation that shows total family net income, and proof that all dependants are the legal responsibility of the adult and reside in the adult's household, using one or more of the following original statements/documents:
 - Canada Customs and Revenue Agency (CRA) Notice of Assessment form (T451) showing net income/earnings (line 236) for all adults less than the designated cut offs
 - Ontario Sales Tax Benefit form
 - Ontario Disabilities Support Program Drug benefit eligibility card;
 - Ontario Works Drug/Dental benefit eligibility card;
 - Canada Child Tax Benefit Notice;
 - Ontario Child Care Supplement for Working Families Entitlement Notice; and
 - Goods and Services Tax/Harmonized Sales Tax Credit Notice.

Dependants under the age of 18 cannot apply as individuals. A parent or legal guardian must complete an application on their behalf.

EXCLUDED PROGRAMS

Programs and services that are ineligible for ActiveAssist due to higher program delivery costs or inability to register via the central registration system include:

- Green Fees at BraeBen and Lakeview;
- Hershey Sport Zone Leagues;

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- private or semi-private swimming and skating lessons; other private or semi-private lessons/instruction (e.g. squash); low ratio instructor to participant programs (i.e. 1 to 4 or less); and personal training (e.g. fitness and aquatic therapy);
- marina slip reservations (Port Credit Village Marina and Lakefront Promenade);
- Meadowvale Theatre box office tickets or rentals;
- room or facility rentals and park permits;
- single admission (pay as you go) or swipe visits for swimming, skating, fitness and youth-drop in programs;
- senior's bus trips;
- Museums admissions; and
- additional fees that are payable on top of registration fees (e.g. National Lifesaving Society instructional book).

APPLICATION PROCESS

Applications for ActiveAssist may be made at any City of Mississauga Recreation Community Centre or the CSC and must be done in person. A specific appointment time is not necessary, however, may be arranged in advance by phoning the applicable location. Applicants are required to bring the following documentation:

- the completed ActiveAssist form;
- proof of residency in Mississauga (e.g. recent utility bill, lease agreement, driver's license); and
- proof of total family net income and legal responsibility for all dependants listed on the application as outlined in the Criteria section of this policy.

Applications are also available in alternative formats upon request.

Role of Front Desk Staff

Community Centre and CSC staff will be responsible to complete the following:

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- review customer's documents, ensuring confidentiality;
- verify total family or individual net income and the type of identification and documentation provided, including the document's date;
- sign the form and ensure it is initialled by a full-time supervisor, full-time operations staff, or on-duty manager;
- forward the completed and verified application form, in a sealed envelope, to the CSC; and
- advise applicants that they will hear back from the CSC within 15 business days.

Documents will not be photocopied and all originals will be returned to the applicant. Applicants will be required to sign a declaration that the information provided is factual and agree, if requested by the City, to provide originals for auditing purposes at any time during the coverage period.

Kids in Care Provision

In order to provide access to ActiveAssist for those children in the care of Peel Children's Aid, the City authorizes designated Peel Children's Aid staff to complete ActiveAssist applications and verify documents for children under their guardianship. Peel Children's Aid staff will follow the processes outlined under the Role of Front Desk Staff, above. The application must be sent to the CSC for consideration.

Role of Customer Service Centre Staff

CSC staff authorized by the CSC Manager to approve ActiveAssist applications will confirm that all areas of the application are complete, the application form has been verified, and that the applicant(s) are not currently benefiting from the Jerry Love Fund.

CSC staff will then contact the ActiveAssist applicant and confirm whether or not they have been approved for the program.

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Applicants who have been declined will be advised of the reason(s) and, if applicable, any steps they can take to make a successful application. A user account will be set up in the registration software system for successful applicants, if none exists, and the credit subsidy will be applied. Staff will provide information and instruction to applicants on how to register for the programs of their choice, and advise them that credit will be drawn from the account as payment.

All applications, both approved and declined, will be filed in a secure, confidential location at the CSC, where they are available only to staff who need to have access to the information. Records will be maintained in accordance with established Recreation procedures and Corporate Policy and Procedure, Corporate Administration, Records Management, Records Management Program.

ActiveAssist Waitlist

Maximum enrolment in ActiveAssist is capped at 12,500. The CSC will monitor the number of registered ActiveAssist participants and maintain supplementary waitlist tracking.

When maximum enrolment is reached, ActiveAssist applicants that meet all eligibility requirements will be advised that they have been put on a waitlist.

CSC staff will be responsible to actively monitor the number of registered ActiveAssist participants. When space becomes available the CSC will contact the customer at the top of the waitlist and advise them that they may now enrol in the program/Membership.

Registration Process

Once the subsidy credit has been applied to their account, ActiveAssist customers may register in eligible programs/ Memberships of their choice.

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All conditions related to recreation programs, including: transfers, Membership changes, withdrawals and missed classes as outlined in Corporate Policy and Procedure – Fees and Other Revenues – Administration of Recreation Fees, will apply to ActiveAssist registrants, with the exception of administration fees.

JERRY LOVE CHILDREN’S FUND

The Jerry Love Children’s Fund (the Fund) is a volunteer donations fund established to provide financial assistance to eligible children participating in City recreation activities. Recreation staff administer the Fund, which City staff and corporate sponsors contribute to through a variety of fund raising activities. Many of the children who qualify may not meet the financial criteria for the ActiveAssist, so will continue to be accommodated by the Fund.

MONITORING AND REPORTING

ActiveAssist Cost Centre

Minimum registration requirements exist to offset labour and material costs associated with delivering recreation and culture programs. All registered programs, including those added to accommodate ActiveAssist customers, must meet the minimum number of course registrations. The program supervisor, in consultation with the facility manager and/or other programmers in the specific line of business, may determine that, if program cost recovery is at risk due to ActiveAssist registrations, the program may proceed if the overall line of business is profitable. Otherwise, the course will be cancelled.

Courses that incur a direct cost to the City will be offset by the ActiveAssist cost centre. Programmers must submit a request (a journal voucher) to transfer funds from the ActiveAssist cost centre for ActiveAssist participants who are registered in partnership programs that incur a direct cost to the City.

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Tracking of ActiveAssist will take the form of a separate cost element in SAP, the City's finance software system. The following monitoring and reporting practices will ensure proper management and oversight of the program:

- Standardized quarterly reports will be provided to the Director of Recreation and the Director of Culture itemizing the number of ActiveAssist customers, the total unrealized revenue of ActiveAssist credit spending on registrations and Memberships, and ratio of paying customers to ActiveAssist customers, with such information available for audit;
- An annual statistics report analyzing program trends and costs;
- A report of all internal program registration fees charged or credited to the ActiveAssist cost centre budget; and
- Overall demand for assistance will be tracked and used for future forecasting of need for financial assistance.

EXCEPTIONS

Children and youth with disabilities (under the age of 18) who do not meet the ActiveAssist program criteria may be approved for the program if it is determined by the City that a qualified support worker is required in order to participate in City programs. Requests for this exception will be directed to the designate in the Recreation Division, Community Services Department for consideration and possible approval.

The Director of Recreation (or his/her designate) or the Director of Culture (or his/her designate), after careful consideration of the circumstances and in consultation with applicable staff, may make additional exceptions to the ActiveAssist criteria on a case by case basis to accommodate individual requests.

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Significant exceptions cannot be made to the program cap or eligibility requirements without Council approval.

REFERENCE:

GC-0194-2009 2009 04 08

GC-0385-2010 2010 05 26 – increased maximum participation to 4,000 residents.

2010 06 02 – Administrative revision related to Administration of Recreation Fees policy – FAP customers not charged admin fee

GC-0455-2011 2011 07 06 - increased maximum to 8,000

2012 01 25 – added aquatic therapy in excluded programs

Leadership Team - 2013 10 24 – Scheduled review. Admin changes to reflect current practices and add Kids in Care Provision.

GC-0190-2014 – maximum number of ActiveAssist clients increased to 10,000

LAST REVIEW DATE: October, 2013

CONTACT:

For more information contact the Community Services Division, Recreation Department.



Corporate Report

Clerk's Files

Originator's
Files

4.

DATE: February 4, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **Fee Subsidy Purchase of Service Agreement with the Region of Peel**

General Committee FEB 18 2015
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RECOMMENDATION:

1. That the Commissioner of Community Services be authorized to enter into a Fee Subsidy Purchase of Service Agreement with the Region of Peel in a form satisfactory to Legal Services that would allow the City to accept childcare fee subsidy from the Region to support participation of children aged 6 to 12 and those with special needs up to the age of 17, in City-operated March Break and Summer Camps programs.
2. That all necessary bylaws be approved.

REPORT HIGHLIGHTS:	<ul style="list-style-type: none">• The Region of Peel is mandated and funded by the Ministry of Education to provide child care fee subsidies to parents/legal guardians of children aged 6 to 12 and children with special needs up to the age of 17 who are eligible for financial assistance to offset the cost of childcare.• The City of Mississauga is now eligible to enter into a Purchase of Service Agreement (POSA) with the Region of Peel because the City provides full day recreation camps during the summer, March Break and December Holiday Break that are considered "child
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care” under a POSA and because the City now meets quality assurance criteria as a result of its participation in High Five.

- As the largest service provider of day camp programs in Mississauga, entering into a POSA will significantly enhance parents/guardians choices for quality child care across the City. It will introduce many children and parents/guardians to Mississauga Recreation for the first time.
- Currently, 1,542 children in Mississauga are receiving a child care fee subsidy of which a small percentage will register for recreation programs. The POSA is expected to result in a negligible increase in net program revenue and costs in 2015 will be managed within the existing budget.
- The POSA will support more children, including children with disabilities, to participate more often in recreation.

BACKGROUND:

The Region of Peel (Region) provides fee subsidies to parents/legal guardians of children aged six to twelve and children with special needs up to the age of 17 who are eligible for financial assistance to offset the cost of child care. Approximately 1,542 children in Mississauga are receiving a fee subsidy.

The Region’s Children Services Division administers the Fee Subsidy program. The subsidy amount is determined on a per-child, per program basis as is paid directly to the service provider. Based on a number of factors assessed by the Children’s Services case worker, the parent/legal guardian may be required to pay a portion of the program registration fee directly to the service provider. A variety of not-for-profit, commercial, licenced home and centre-based child care service providers that accept clients receiving subsidy from the Region must enter into a POSA. Over 20 agencies in the Region are included as service providers including the YMCA, PLASP, and the Town of Caledon.

Mississauga is now eligible to enter into a POSA with the Region because:

- The City provides full day March Break and full-day summer camp programs that are considered “childcare” under a POSA;
- The City is a High Five registered organization
- At least 75% of staff have High Five training; and,

- And the City has submitted an Organizational High Five Self-Assessment for evaluation by the High Five National Office

The Town of Caledon and municipalities in Halton Region and York Region have POSA in place with their area municipalities as a result the area municipalities' earlier participation in the High Five.

COMMENTS:

As the largest provider of day camp programs in Mississauga, entering into a POSA will significantly enhance parents/guardians choices for quality child care across the City. It will introduce many children and parents/guardians to Mississauga Recreation for the first time.

Subject to Council's authorization to execute a POSA, the Recreation Division will make preparations to implement the registration and administration requirements of the POSA for the 2015 summer camp season. March break camp programs will be available to subsidy clients in 2016. Based on detailed implementation discussions with Peel Region Children's Services staff, the Recreation Division will be required to:

- Validate a client's eligibility for fee subsidy with the Region of Peel.
- Process in-person registrations for all subsidy clients (the City's current online registration software cannot be configured for this program).
- Submit electronic attendance records on a monthly basis for all eligible children.
- Maintain confidential records for all participants receiving subsidy
- Submit an annual financial report
- Participate in regular assessments by the Region to ensure compliance with program standards and other eligibility requirements set forward by the Region of Peel.

Detailed operating procedures and business processes will be developed or modified to ensure system-wide consistency and compliance to the terms of the POSA. Existing and future Active Assist clients may also be eligible for Childcare Fee Subsidy.

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STRATEGIC PLAN: The POSA will advance the City's Strategic Pillars of Belong and Connect as well as the City's renewed emphasis on Diversity and Inclusion. The POSA supports the vision of the Recreation Division's Business Plan: *more people, connected more often, through programs and services that reflect our communities' needs*. It will also help to advance the objectives of strategic initiatives of the Recreation Division including the 1:1 Inclusion Support Program and Kids in Care.

FINANCIAL IMPACT: Approximately 1,542 children in Mississauga are eligible to receive a subsidy for recreation programs of which a small percentage will register in city-operated full day camps during the summer, March Break and December Holiday Break. The POSA is expected to result in a negligible increase in net program revenue and costs in 2015 and will be managed within the existing budget.

CONCLUSION: The POSA will support more children, including children with disabilities, to participate more often in recreation programs and will contribute to increasing the variety and choice of child care options available to eligible families for subsidies in the City of Mississauga.



Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

*Prepared By: Jennifer Cowie Bonne, Manager Community
Development*



Corporate Report

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Originator's
Files

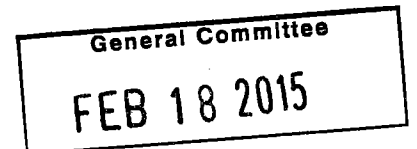
5.

DATE: January 28, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Paul A. Mitcham, P. Eng., MBA
Commissioner of Community Services

SUBJECT: **Mississauga Leash-Free Zones**
(Wards 1, 2, 3, 5 and 9)



- RECOMMENDATION:**
1. That the City continue to work in partnership with Leash-Free Mississauga(LFM) for the safe operation of Leash-Free Zones.
 2. That anyone wishing to walk more than four dogs at one time (up to a limit of eight) must apply for a permit from the City of Mississauga and be identifiable in the Leash-Free Zone.
 3. That the Parks and Forestry Fees and Charges By-law 0291-2014 be amended to include a Dog Walker Permit Fee of \$250.00 for the first dog walker and a \$50.00 charge for each additional dog walker associated with the same service provider.
 4. That LFM provide enhanced education and signage regarding behaviour of children in a Leash-Free Zone, continue to develop rules and policies for the safe operation of Leash-Free working with the City Liaison along with Risk Management and Legal, and develop standards for fencing, and seating, signage meeting City Standards for all Leash Free Zones.

REPORT**HIGHLIGHTS:**

- LFM is an affiliated volunteer group that funds and oversees the operation of seven leash-free zones in City parks, responsible for zone programming, memberships, fund raising, capital costs and social and education programs.
- There are varying resident opinions on the number of dogs a user should bring into the park; there is currently no limit.
- As the City animal control bylaw allows residents to own up to four domestic animals, up to four dogs will continue to be permissible per Leash-Free user, with no dog walker permit required.
- After consultation with LFM members and other stakeholders and benchmarking of other municipalities, staff are recommending a permit system for users who bring more than four and a maximum limit of up to eight dogs per adult into Leash-Free Zones
- Since the establishment of the first Leash-Free Zone in Mississauga, children have been allowed into LFM zones in City parks when accompanied by an adult. There are varying opinions on this practice. After benchmarking and community input, staff and the LFM Board support continuing to allow children in Leash-Free Zones. LFM will work with staff to improve education around children in Leash-Free Zones.
- LFM and staff will work together to update and implement operational changes, signage and design guidelines.

BACKGROUND:

In 1997 Council formalized Leash-Free Zones in City parks with the understanding that the zones would be maintained by volunteers, and all costs associated with the Zones would be covered by volunteer fundraising efforts and annual membership fees.

LFM is a non-profit organization established in 1997. LFM has funded and operated the seven existing Leash-Free Zones in Mississauga under the governance of a Board of Directors.

Membership in LFM has ranged from 500 to 1,500 since inception. Membership is recommended but currently not required to make use of the LF Zones.

PRESENT STATUS:**Number of Dogs Per User**

Currently, there are no restrictions on the number of dogs a user can bring into a Leash-Free Zone. The LFM Board and City staff have received a number of comments suggesting that dog walker services should not be permitted in Leash-Free Zones or that the number of dogs permitted at one time should be restricted. At the same time staff also received comments that supported dog walker services as a needed option for dog owners, and indicated that most dog walkers are responsible and are able to control multiple dogs.

Children in Leash-Free Zones

Currently, there are no restrictions on children entering Leash-Free Zones with an adult. Comments have been received regarding the suitability of allowing children to continue to come into Leash-Free Zones with family members walking their dog, as they may bring in food or act out causing a dog to behave in an inappropriate manner. Concerns were also raised about the inappropriate behaviour of some children in Leash-Free Zones and that some dogs are sensitive or anxious around children.

COMMENTS:**Leash-Free Mississauga Input**

City of Mississauga staff consulted with LFM regarding potential operational changes to Leash-Free Zones, resulting from issues raised and comments provided by Leash-Free users.

LFM Board has advised the City that:

- The City should determine and implement the controls regarding the number of dogs in the park, the LFM membership does not see this as their role
- LFM supports children continuing to be able to enter Leash-Free Zones and that they will assist with educational initiatives to promote appropriate behaviour
- They will work with staff to update operational guidelines and will work to improve education and membership benefits

- They wish to consider implementation of mandatory membership to use Leash free zones (current practice in voluntary).

Benchmarking

Benchmarking information regarding licensing or regulation of dog walkers in Leash-Free Zones, the number of dogs permitted per person, and age restrictions for children in Leash-Frees was obtained from other municipalities and assisted staff in making recommendations.

Stakeholder Consultation

City Staff conducted five consultation meetings with Leash-Free stakeholders to discuss concerns and obtain feedback as to possible solutions. This consultation included two meetings with dog walker service providers, and a meeting open to all interested Leash-Free users. In addition, user surveys were made available at the meetings and distributed to LFM members via email, and the results were factored into the final recommendations. 105 surveys were collected and results compiled and 28 emails were received from various users of Leash-Free Zones. Recommendations were based on the feedback received.

Implementing a Permit System For Dog Walker Services in Leash-Free Zones

Based on the input received, staff propose to develop a Dog Walker Permit system for Leash-Free Zones as the most effective solution to the issues raised and the varying opinions received. This allows the City to manage the number of dogs under the care of each dog walker, ensures dog walker services are in compliance with the Parks By-law, and allows staff to establish criteria such as adequate insurance, ensure that the dogs under their care are owned by Leash-Free members, and provide a visible identification in the park as a means of following up directly should issues of their performance in the LF zones arise. Staff are recommending that the number of dogs under the care of a dog walker be no more than eight. Based on benchmarking and discussions with service providers, a Dog Walker Permit Fee of \$250.00 for the first dog walker and a \$50.00 charge for each additional dog walker associated with the same service provider is being proposed.

Improving Signage and Education for Children in LF Zones

Some municipalities prohibit children within Leash-Free areas; the age limits used vary considerably. Given varying opinions, and input from families and single parents that walking dogs in the LF zone is a valued activity, no change to the current practice is being recommended. At a Special General LFM Meeting held on April 24, 2013 it was recommended that LFM develop guidelines and rules regarding children in Leash-Free Zones. The LFM Board has committed to build appropriate education tactics and information to members into their workplan. The Board has agreed to work with the City on improving education for users, to ensure that children, parent and dog owners are aware of the potential for conflicts between some dogs and children, and that all parties are educated so as to avoid issues.

Further Consultation

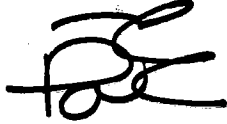
Prior to completing this report, a stakeholder meeting was held to advise all interested parties of the staff recommendations related to children in Leash-Free Zones. A similar meeting was held with representatives of dog walker service providers, with regard to the proposed permits system. Members of the LFM Board were invited to an additional City meeting to discuss the outcomes of the consultation meetings, and the Board was provided with the recommendations.

FINANCIAL IMPACT: LFM raises funds to operate Leash-Free Zones in City Parks through membership fees, fund raising events and sponsorship. The proposed fees related to the Dog Walker Permits will cover the costs incurred by the City to administer the program.

CONCLUSION: Leash-Free Zones in Mississauga have been a success since their inception in 1997. The partnership between the City and LFM provides volunteer stewardship, Leash-Free Zone governance, safe and fun opportunities for residents to exercise their dogs.

City staff continue to work closely with LFM to ensure safe and effective management of Leash-Free Zones. This report provides an overview of the recommended operational and administrative changes, to be implemented jointly by the City and LFM, to improve the operation of Leash-Free Zones and resolve issues relate to dog walker service providers and children in Leash-Free Zones.

- ATTACHMENTS:**
- Appendix 1: Dog Walker Licensing Bench Marking
 - Appendix 2: Letter of endorsement from LFM Board



Paul A. Mitcham, P.Eng. MBA
Commissioner of Community Services

Prepared By: Andy Wickens, Manager, Parks Operations

Appendix 1: Dog Walker Licensing Bench Marking

Municipality	Permit/ License Required	Cost of Permit	Limitations/ Number of dogs	Restriction on Children	NOTES
Toronto	Y	\$203.00	6	N	Photo I.D. required to be worn on site
West Vancouver	Y	\$1032.50	6	N	High Visibility Vests to be worn on site
Richmond Hill	N		3	Y	Maximum of 3 dogs per owner, children under the age of 12 not permitted in Leash-Free Zone.
Pickering	N		3	N	A maximum of 3 dogs per owner/handler are permitted in the park both in leashed and leash free areas. An owner/handler, aged 16 or older, must be present and supervising their dog(s) at all times and must be solely responsible for the actions of their dog(s).
Richmond, B.C.	N		3	N	Have guidelines related to children in Leash-Free.
Oakville	N		2	N	Have guidelines re. children in Leash-Free Zones.
Brampton	N			Y	Children under 10 not allowed in Leash-Free Zones.
Kingston	N		2	N	No more than two dogs may be brought into the off-leash dog area by an individual at the same time. All children under 12 years of age must be supervised by an adult attendant while inside the off-leash dog area.
Kitchener	N			Y	Children under 6 years of age not allowed in Leash-Free.
Calgary	N			N	Dogs may only be transported in the back of a truck if the dog is in a fully enclosed trailer, a truck bed covered with a topper, contained in a ventilated kennel that is secured to the truck bed, or securely tethered and not standing on bare metal.
Hamilton	N		2	N	No more than two dogs may be brought into the park by an individual at the same time. Professional dog trainers must not use this facility for the conduct of their business.
London	N			N	Children MUST be supervised by an adult AT ALL TIMES . Parents are advised this site is NOT suitable for young children .
Milton	N			N	Guidelines/wording regarding children and dogs

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Leash-Free Mississauga

PO Box 52541, 1801 Lakeshore Road W, Mississauga, ON L5J 4S6

January 21, 2015

Hazel McColl, Parks and Forestry, City of Mississauga.

RE: Children in Leash-Free Zones

Dear Ms McColl;

We are writing to summarize Leash-Mississauga's input on the issue of whether or not children should be banned from Leash-Free Zones. This has been a major concern to us since early 2013. At the urging of our members in the form of a petition we held a General Meeting in April 2013 to discuss this issue as well as the licensing of professional dog walkers. The minutes of this meeting are attached. This meeting had what might be the largest attendance at an LFM meeting ever and showed broad representation from our zones

The members overwhelmingly endorsed a motion that LFM "leave the licensing issue to the dog walkers and City and LFM make no recommendations on the issue." Consequently we are making no comment or recommendation on this issue.

Our members also voted on several motions on the issue of children in LFM zones. Motions banning children under the age of 16 and 10 were rejected. We then considered whether there should be an age at which children must be accompanied by an adult. The age of 16 was overwhelmingly rejected and the age of 12 resulted in a tie vote. We concluded the issue by agreeing that we would revise our code of conduct to include education guidelines for children in Leash-Free Zones.

Shortly after this a committee was formed that came up with draft recommendations to ensure the safe enjoyment of the zone by children, including proper supervision. We have started plans to bring in one or more experts on dog training who will do workshops in the zones to educate on best practices for interaction of children and dogs.

We also widely distributed the survey you developed to our members and encouraged people to make comments to the City on the issue. The results of your survey and compilation of comments confirm what we have learned -- the majority of our members do not want to see children banned from Leash-Free Zones.

We are awaiting the results of the City's consideration of the issue before doing further work. But if the City decides to listen to what our members and users, the people most directly affected by this, think is best and NOT ban children from LF Zones we are committed to finalizing our guidelines for dealing with children in LF zones and undertaking education programs to help with their implementation.

Yours Truly,

Dave Carty, President, LFM
Barbara Hanson, Secretary, Leash-Free Mississauga



Corporate Report

Clerk's Files

Originator's
Files

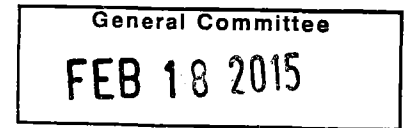
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DATE: January 30, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **Streetsville Village Square (Ward 11)**



- RECOMMENDATION:**
1. That the Corporate Report dated January 30, 2015 from the Commissioner of Community Services entitled Streetsville Village Square be approved.
 2. That a by-law be enacted to amend the Noise Control By-law 360-79, as amended, to exempt Streetsville Village Square from the Noise Control By-law during events and programming as approved by the Streetsville Village Square Event Committee.
 3. That a by-law be enacted to amend the Special Events Temporary Road Closure By-law 51-06, to authorize temporary road closures of Main Street between Queen Street South and Church Street for events and programming for a period of time that may exceed twenty four (24) hours , on an as needed basis and as approved for and by the Commissioner of Transportation and Works or his/her designate.
 4. That a by-law be enacted to amend the Prohibit Sale of Goods on Highways Bylaw 127-95, as amended, to permit the sale of goods by vendors on Streetsville Village Square during special events programming as approved by the Streetsville Village Square Event Committee.

<p>REPORT HIGHLIGHTS:</p>	<ul style="list-style-type: none"> • The completion of the Streetsville Village Square project has transformed the space into a vibrant urban destination that needs to be activated and animated for community use, community festivals and utilization by local businesses. • A Streetsville Village Square Event Committee will be established that will have representation from City staff, the Streetsville B.I.A, local Main Street Businesses, the Streetsville Legion and local community organizations. • Streetsville Village Square will need to be transformed from a vehicular street into a people-friendly public space by enacting the recommended by-laws that also include and allow for the closure of Main Street, between Queen Street and Church Street, on an as needed basis, and as determined and approved by City staff.
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BACKGROUND:

Streetsville Village Square is located at the centre of the historic Streetsville neighbourhood on Main Street between Queen Street South and Church Street.

Construction for the Streetsville Village Square project was completed as of September 2014. City of Mississauga staff worked closely with a Steering Committee made up of members of the Streetsville BIA, the Streetsville Legion, senior staff of the City of Mississauga and Councillor George Carlson.

Highlights of the completed Streetsville Village Square project include:

- The relocation of the Cenotaph to a more centralized and respectful place within the square;
- A flexible performance space including stage lighting, sound system and trellis canopy;
- Retention of Main Street as a functioning two lane roadway on a daily basis;
- A barrier free and accessible paved environment suitable to residents of all abilities;
- Planting of numerous street trees to provide shade and create a beautiful setting.

The goal of the Streetsville Village Square project was to develop a vibrant public space and urban destination that encourages activity, promotes mental health, community involvement and engagement and tourism.

During the fall of 2012, 8-80 Cities, a consulting firm specializing in Placemaking, conducted a community engagement process with local residents and community organizations on how to transform the new Streetsville Village Square into a vibrant public space. One of the strongest sentiments from community members in Streetsville was to create a space that encourages social interaction and community building through community events and activities. Making the square a vibrant and animated cultural hub in Streetsville was also a key recommendation from many local organizations and stakeholders.

These key recommendations can be accomplished by introducing art and cultural events that celebrate Streetsville's and Mississauga's great diversity and to welcome people of all backgrounds into the square by hosting activities, such as art lessons, dance classes, movies on the square, fitness programs and musical entertainment.

Streetsville Village Square is an open air venue with a standing capacity of 3,000 people that once operationalized will be able to host theatrical, musical and other small scale artistic/cultural events and activities.

COMMENTS:

Parks and public spaces play a vital role in our communities; they create nodes where people meet, relax, and play. They act as focal points for neighbourhoods and foster environments where community place making and building happens.

Streetsville Village Square is a public space that will provide for this kind of community building, physical activity, forming of a neighbourhood identity and contribute to people's quality of life. In order to further animate Streetsville Village Square for community use, community festivals and utilization by local businesses, the City of Mississauga will need to transform Streetsville Village Square from a vehicular street into a people-friendly public space by endorsing the draft mandate and terms of reference for the new Streetsville Village Square Event Committee, enacting by-laws including for the closure of Main Street between Queen Street South and Church Street.

Streetsville Village Square Event Committee

The Streetsville Village Square Event Committee will act as a committee of the Streetsville B.I.A and will be responsible for assessing and approving event requests and activities for Streetsville Village Square. The Committee will be composed of a Director from the board of the Streetsville B.I.A and an alternate, Manager of the Streetsville B.I.A, representative of the Streetsville Legion, representative from the Main Street businesses, Peel Regional Police, one community member from a not for profit community group based within the town of Streetsville and City of Mississauga staff as follows: Community Development Coordinator, Parks Manager, one Culture Division staff representative, and one Transportation & Works staff representative. Please see attached the draft terms of reference, subject to change, for the events and programming process for the new Streetsville Village Square Event Committee (Appendix 1).

Noise Control Bylaw Exemption

An amendment to the Noise Control By-law 360-79, as amended, will exempt Streetsville Village Square from the noise control provisions in the Noise Control By-law during approved events and programs. It will allow community events on the Square and entertainment to take place that will animate the Square and “bring to life” the arts & cultural diversity of the town of Streetsville. A seasonal planned schedule of activities for Streetsville Village Square will include “Music on the Square”, a regular Saturday afternoon musical entertainment, with local bands and artisans enlivening the Square and creating a destination point for Mississauga residents. All scheduled activities and events would be approved by the Streetsville Village Square Event Committee and City of Mississauga staff.

Temporary Road Closures for Events

An amendment to the Special Events Temporary Road Closure By-Law 51-06 will allow the City to issue a permit for a temporary road closure of Main Street, between Queen Street South and Church Street, that could exceed 24 hours. This would allow for road closures, over an extended period of time for approved events and programs at Streetsville Village Square, as approved by the Streetsville Village Square Events Committee and the Commissioner of Transportation and Works or his/her designate.

Event Schedule

During the 2015 spring/summer and fall seasons staff anticipate the Streetsville Village Square Events Committee will approve twice a month community and special events/programs that will require Main Street to be closed during a period of time from Saturday at 9:00 am to 11:00 pm and/or Sunday from 9:00 am to 10:00 pm, or over an extended period of time, in order to allow for event activities to take place, such as the Bread & Honey Festival and Canada Day. It is anticipated that Main Street, during the winter season, will be closed for traditionally scheduled events, such as Remembrance Day, Pumpkin Fall Festival, Streetsville Tree Lighting ceremony and the Santa Claus Parade.

Exemption Sale of Goods

An amendment to the Prohibit Sale of Goods on Highways By-law No. 127-95 would permit local businesses to sell wares on Streetsville Village Square as part of community events and as a contribution to the tourism, urban destination and economic development of Streetsville Village Square. The development of a local “market place” on the new Streetsville Village Square was a key recommendation from the 8-80’s City consultation. Sale of goods will be approved in consultation with the Streetsville Village Square Events Committee and all vendors will be required to obtain appropriate licences and approvals in accordance with all other applicable by-laws.

STRATEGIC PLAN: This project aligns with the “Completing our Neighbourhoods” Strategic Pillar (Connect).

FINANCIAL IMPACT: Incremental services associated with community events, including costs associated with road closure signage, set up and take down, would be charged back to event organizers.

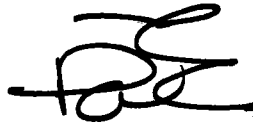
CONCLUSION: Streetsville Village Square is a community building and social engagement public space that will provide recreational opportunities and an open air space for people to meet, interact, and make social connections. The intention of activating and animating the square is for people to enjoy music and entertainment, a variety of health

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inspired programming and diverse community activities that would be a benefit for residents to enjoy.

ATTACHMENTS:

Appendix 1: Draft Terms of Reference for the Events and Programming Process for Streetsville Village Square Event Committee



Paul A. Mitcham, P. Eng., MBA
Commissioner of Community Services

Prepared By: Heather Coupey, Community Development

**Draft Terms of Reference for the
Events and Programming Process for Streetsville Village Square Event Committee**

Streetsville Village Square is an open air venue that is suitable for theatrical, musical or other small scale artistic/cultural events. Streetsville Village Square is regarded as a “people place” that is open and accessible to all members of the community. Amenities on the square include a trellis stage, access to water and electrical, a sound system and outdoor seating. Streetsville Village Square has a standing capacity of 3000 people when Main Street between Queen and Church is closed and 200-250 people when the road is open to local traffic.

Amenities:

Trellis: The main stage is a permanent structure located at the intersection of Main Street and Queen Street. The Roof is comprised of metal with a glass roof.

Sound System: The main audio system is an RH iconyx system located on speaker towers just in front of the main stage. They are currently configured to run analog signal from the patch bay in FB1 (located just behind the planter upstage right). Events requiring a larger technical infrastructure will need to rent additional equipment.

Lighting: There are 12 Martin Tripix Wash fixtures permanently mounted to the structure of the stage. These fixtures cannot be removed or refocused. For live events a lighting console must be rented – it should be capable of outputting at least 1 universe of DMX512 (5 pin XLRconnector).

Furniture: Patio Seating with umbrellas for 50 persons, four picnic tables and four benches

Definitions

“**Event**” means any pre-planned, organized activity that will need to be facilitated with the support and expertise of City staff.

“**Event Organizer**” means any individual or organization booking an Event.

“**Streetsville Village Square Event Committee**” means a committee of the Streetsville B.I.A responsible for assessing and approving event requests for Streetsville Village Square. The Committee is composed of a Director from the board of the Streetsville B.I.A and an alternate, Manager of the Streetsville B.I.A, representative of the Streetsville Legion, Community Development Coordinator, City of Mississauga, Parks Manager or delegate, City of Mississauga,

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Transportation & Works, City of Mississauga, Culture Division, City of Mississauga, Peel Regional Police, one community member from a not for profit community group based within the town of Streetsville and one member from a Main Street business.

“Major Outdoor Event” is an event planned for more than 250 people

- i) when Main Street between Queen and Church may or may not be requested to be closed
- ii) pose a level of risk such as alcohol, inflatables, entertainment
- iii) or require the approval of outside agencies

“Program” means any repeated, weekly or regularly occurring activity for children, youth or adults organized by the City of Mississauga, Streetsville BIA, local business or community organization.

PRIORITY EVENTS

First Priority of the booking of Streetsville Square for an event will be given to:

- 1) Streetsville B.I.A, and/or a Streetsville B.I.A member, sponsored produced or co-produced Events, such as Canada Day celebrations, tree lighting, Santa Clause parade, Bread & Honey, Remembrance Day, movie nights, summer concerts, etc.

Second Priority of the booking of Streetsville Square for an event will be given too:

- 2) City of Mississauga cultural activities and programs

Third Priority of the booking of Streetsville Square for an event will be given too:

- 3) New or existing events/programs deemed by the Streetsville Village Square Event Committee to contribute to the town of Streetsville’s cultural diversity, heritage, raise its arts and culture profile and/or add economic benefit to the town from a tourism perspective:

****Only two major outdoor events on Streetsville Square are permitted per month during the 2015 spring/summer and fall season**

BOOKING PROCESS –MAJOR OUTDOOR EVENT

SUBMIT APPLICATIONS TO:

Angela Trewartha
General Manager, Streetsville BIA
280 Queen St. S.
Streetsville, Ontario L5M 1M1
angela@villageofstreetsville.com
www.villageofstreetsville.com
P: 905-858-5974
F: 905-858-2366

A Streetsville Village Square special event application for a major outdoor event must be completed and submitted to the Streetsville Village Square Event Committee. Terms and Conditions for booking and an overview of the Event process are detailed in the City of Mississauga Special Event Guidelines and Road Closure Permit for a Special Event.

City of Mississauga residents, businesses, elected officials, and not for profit groups/organizations can apply.

Application Deadlines

Applications for events with an estimated audience of more than 250 people must be received by an applicable annual event season deadline. Outdoor Event seasons and deadlines are defined as follows:

All applications for 2015 outdoor events must be received by Angela Trewartha, Streetsville B.I.A Manager or Heather Coupey, Community Development Coordinator, City of Mississauga. Applications will be reviewed by the Streetsville Village Square Event Committee on an as needed and ongoing basis for 2015.

All applications for the respective season will be evaluated by the Streetsville Village Square Event Committee. All eligible applications will be fairly evaluated based on the Conditions for Approval outlined as follows:

- Community Benefit
- Contribute to the cultural diversity, heritage, raise its arts and culture profile
- Economic benefit to the town of Streetsville from a tourism perspective:
- Community Safety and Impact

Event Organizers must also meet the following eligibility criteria:

- Event Organizers must have proven experience with large-scale events;
- Event Organizers must demonstrate a proven track-record of fiscal responsibility with a balanced and realistic budget
- Event and Event Organizers must comply with the Ontario Human Rights Code
- Event Organizers must comply with the City's Respectful Workplace Policy (01-03-04):
- Event and Event Organizers do not conflict with the City's Values;
- Event and Event Organizers are in compliance with all provincial laws, federal laws, City policies and by-laws;
- Event Organizers and the Event meet all the requirements in the City of Mississauga Special Event Guidelines and Requirements , Special Event Road Occupancy Permit and Special Events Temporary Road Closure By-Law 51-06

City staff will assist the Event Organizer in meeting all conditions for approval. A final road closure special event permit, detailing all fees and charges and specific requirements (e.g. payment/cancellation terms, insurance, additional security, maintenance, technical support, furniture, etc.) will be issued by city staff when all terms and conditions for approval are met. The contract must be signed and returned to the City at least thirty (30) days prior to the event.

The City of Mississauga may rescind approval for an event at any time if the eligibility criteria and conditions for approval outlined above are not met. Furthermore, approval may be rescinded if conditions and requirements for the hosting of an event are not met or the conditions and requirements on the Special Event Road Occupancy Permit are not met.

Appeal process: A request to appeal eligibility status must be made in writing to the Director Parks and Forestry, within two (2) weeks of notification of ineligibility. The appeal must clearly address all eligibility criteria that were not met.

Regulations: All Events and Event Organizers are required to obey all federal and provincial laws and municipal by-laws and policies; Adhere to any existing City contracts or agreements; Ensure any City signage, including sponsorship recognition, is not obscured, removed or altered.

BOOKING PROCESS –PROGRAMMING

A Streetsville Village Square programming application must be completed and submitted to Angela Trewartha, Streetsville B.I.A Manager. Examples of types of programming welcome on Streetsville Village Square are as follows:

- Yoga and Fitness Classes
- Youth related activities
- Art & Culture themed activities, such as sunset concert series, art in the park, outdoor movies, Open Mike
- Cultural activities from local community groups/organizations

City of Mississauga residents, businesses, elected officials, and not for profit groups/organizations can apply. All eligible applications will be fairly evaluated based on the Conditions for Approval outlined as follows:

- Community Benefit
- Contribute to the cultural diversity, heritage, raise its arts and culture profile
- Economic benefit to the town of Streetsville from a tourism perspective
- Community Safety and Impact

Programs must meet the following eligibility criteria:

- Must comply with the Ontario Human Rights Code
- Must comply with the City's Respectful Workplace Policy (01-03-04):
- Do not conflict with the City's Values;
- Are in compliance with all provincial laws, federal laws, City policies and by-laws
- Meet all the requirements in the City of Mississauga Special Event Road Occupancy Permit and Special Events Temporary Road Closure By-Law 51-06

City staff will assist the Program organizer in meeting all conditions for approval. A final Road Occupancy Special Event Permit, detailing all fees and charges and specific requirements (e.g. payment/cancellation terms, insurance, additional security, maintenance, technical support, furniture, etc.) will be issued by city staff when all terms and conditions for approval are met. The contract must be signed and returned to the City at least thirty (30) days prior to start date of the program.

Approval for programming on Streetsville Village Square is also subject to availability and the priority bookings of Major Outdoor Events. Programming on the square may be subject to exception dates for Major Outdoor Events.

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Approval for a program on Streetsville Village Square may be rescinded at any time if the eligibility criteria and conditions for approval outlined above are not met. Furthermore, approval may be rescinded if conditions and requirements for the hosting of a program on Streetsville Village Square are not met or the conditions and requirements on the Special Event Road Occupancy Permit are not met.

Activities that have twenty-five (25) persons or less and do not have at-risk activities that would require insurance according to City of Mississauga by-laws, and/or additional approvals according to the City of Mississauga Special Event Guidelines and Requirements, will not need a Streetsville Village Square Special Event Road Occupancy Permit. Organized walk-a-thons and Vigils require a permit.

The Streetsville Village Square permit fee can be requested to be waived for program applications, in 2015, if the applicant can clearly demonstrate a benefit to the community and the town. This is subject to the approval of the Streetsville B.I.A., City staff and the Commissioner of Transportation and Works or his/her designate.

RESTRICTIONS

The following activities are restricted:

- use of external sound system. The sound system on Streetsville Village Square must be utilized for all events and programs
- fireworks that are not part of a City approved event (e.g. Canada Day);
- mechanical amusement rides (excluding inflatables)
- vendors that are not approved by either the Streetsville BIA or the Streetsville Village Event Committee and the City of Mississauga
- Banners/Signage on the Trellis, Cenotaph or Streetsville Clock
- Activities that would block driveway access
- Activities that would be considered disrespectful to the Cenotaph and cultural/historical significance of Streetsville Village Square

The City of Mississauga may rescind approval for an event or program at any time if restrictions are not respected

NOISE

Amplified sound is not permitted on Streetsville Village Square after 5pm without an approved major outdoor event or programming application.

PERMIT FEES

Streetsville Village Square Event Fees are as follows: (Effective January 1-December 31, 2015)

Streetsville Village Square Permit Fee-Affiliated Groups	\$156.36
Streetsville Village Square Permit Fee-Community Groups	\$195.45
Streetsville Village Square Permit Fee-Private	\$244.31
Park Boot Camp Fee	\$33.12/hr

**For information on the Community Group Support Program and Affiliated/Recognized Community Groups please access the City of Mississauga Community Groups Page at www.cityofmississauga/communitygroups

ADDITIONAL APPLICABLE FEES FOR MAJOR OUTDOOR EVENTS

Administration Fee	\$72.20
Additional Post Event Site Cleaning (if required)	\$58.43/hour
Additional Picnic Tables (9 tables/load)	\$547.30/load
Set-Up: Picnic Tables, Bistro Tables and Chairs	\$136.84/9 tables
Electrician	\$120.00/hour
Industrial Garbage Bin/Dumpster Delivery & Disposal	\$75.00/bin + \$49.50/tonne
Tent Permits (MANDATORY for an aggregate area over 60 m ²)	\$160/permit
Vendor Permits (MANDATORY for Commercial Vendors)	\$49/permit
Technical (Sound) Support	\$234/hour

Additional fees may also apply for the following:

1. SOCAN fees
2. Portable Washrooms – required at events with 100 + plus persons and/or food/beverages being served.
3. Security/Police
4. Road Closure signage and closing of Main Street
5. Electrical Safety Fees
6. First Aid Requirements

***A damage deposit is required for all major outdoor events as assessed by the City of Mississauga**

**Please refer to City of Mississauga Special Event Guidelines and Requirement document for information and details pertaining to further applicable fees. Fees are council endorsed and subject to change.

INSURANCE

The City of Mississauga and the Streetsville BIA are to be added as an additional insured where all applicable evidence of insurance is required.

All Major Outdoor events and Programming on Streetsville Village Square will require a minimum evidence of third party liability insurance of \$2,000,000 (two million) naming the City of Mississauga and the Streetsville BIA . Additional insurance requirements may apply according to the City of Mississauga Special Event Guidelines and Requirements document.



Corporate Report

Clerk's Files

Originator's Files

7.

DATE: January 26, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

FROM: Paul A. Mitcham, P.Eng. MBA
Commissioner, Community Services

SUBJECT: **Sheridan Library Shared Facilities Agreement Renewal (Ward 8)**

General Committee
FEB 18 2015

RECOMMENDATION: That a by-law be enacted to authorize the Commissioner of Community Services and the City Clerk to execute and affix the corporate seal on behalf of The Corporation of the City of Mississauga to the Shared Facilities Agreement related to the Sheridan Library partnership between the City of Mississauga and Polycultural Immigrant and Community Services, in a form satisfactory to the City Solicitor.

REPORT HIGHLIGHTS:

- A partnership currently exists between Sheridan Library and Polycultural Immigrant and Community Services to increase community access to the Library's computer lab.
- This report seeks to continue the current shared facilities arrangement for a period of 2 years, from April 1, 2015 to March 31, 2017.

BACKGROUND: In May, 2011 Council endorsed a shared facilities agreement between the Sheridan Library at Sheridan Centre and Polycultural Immigrant and Community Services, whereby, residents gained increased access to use of library computers. In part, this partnership was a response to

a report commissioned by Community Services in 2009, Sheridan Library – An Alternative Community Model.

The partner organization, Polycultural Immigrant and Community Services (Polycultural), is a non-profit community based agency, primarily funded by the Federal Government. Polycultural provides language learning, skill development and settlement services to newcomers and communities to help them productively contribute to society.

This Shared Facilities Agreement is non-monetary. The Library will continue to provide 12 computers and a print station with the standard software packages. PICS supplies the required furnishings for the Computer Lab. All equipment is maintained by the City of Mississauga.

This Agreement has been beneficial to local residents who have received greater access to computers through increased hours of operation and increased number of workstations from four to eight more plus print station. By partnering with Polycultural, residents are able to use the library computer lab when the Library is open or when Polycultural is open. As the two organizations have different hours of operation, this partnership effectively increases the total number of computer hours available to the public by more than 50%, or 20 hours, on a weekly basis.

COMMENTS:

The City has recently exercised its option to extend the Library's lease at the Sheridan Centre for a period of 2 years. Given that the computer lab partnership with Polycultural has been operating successfully for the benefit of residents, the City and Polycultural wish to extend the relationship to coincide with the terms of the lease renewal, from April 1, 2015 to March 31, 2017.

STRATEGIC PLAN:

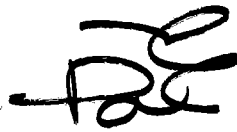
A significant number of Sheridan Library users fall into the new immigrant demographic; therefore; this partnership helps to advance the City's strategic goal of '**Ensuring Youth, Older Adults and New Immigrants Thrive**'. Furthermore, resident access and use of libraries supports a strong, connected and vibrant community, helping to '**Complete Our Neighbourhoods**'.

7b

FINANCIAL IMPACT: This agreement has no financial impact to the City of Mississauga.

CONCLUSION: As stated in the 2014 Future Directions Master Plan for Library, the Library is committed to enriching the user experience by building capacity and external partnerships. This shared services agreement is cited as a key initiative that has assisted in strengthening service delivery.

ATTACHMENTS: Appendix 1: Shared Facilities Agreement between The Corporation of the City of Mississauga and Polycultural Immigrant and Community Services.



Paul A. Mitcham, P.Eng. MBA
Commissioner, Community Services

Prepared By: Aleksandra Allen, Business Advisor, Business Planning

7c

SHARED FACILITIES AGREEMENT

This Agreement is effective as of the 1st day of April, 2015.

BETWEEN:

**THE CORPORATION OF THE CITY OF
MISSISSAUGA**

(the "City")

- and -

**POLYCULTURAL IMMIGRANT AND
COMMUNITY SERVICES,**

("Polycultural")

RECITALS

1. The City currently leases space from PCM Sheridan Inc. for the purposes of operating the Sheridan Library (the "Library").
2. Polycultural currently leases space adjacent to the Library for the purposes of operating a resource centre for clients who are new to the country (the "Resource Centre").
3. The Library contains computers and a program room (the "Computer Lab") as shown on the attached Schedule "A" and the City wishes to increase resident access to computers through increased hours of operation.
4. Polycultural wishes to have its clients, which include residents of Mississauga, become more familiar with the services and programs of the Library.
5. Both the City and Polycultural desire to share use of their respective leased spaces in order to ensure that Library users are familiar with Polycultural services and Polycultural users are familiar with Library services and programs.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Polycultural agree as follows:

ARTICLE 1 - INTERPRETATION

Definitions

- 1.1 In this Agreement, unless the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

“Access Door” means the door between the Computer Lab and the Resource Center by PCM Sheridan Inc.

“Agreement” means this agreement, including its recitals, schedules, appendices and addendums annexed hereto and any other amendments executed by both parties.

“Business Day” means Monday to Friday inclusive except statutory or civic holidays observed in Mississauga.

“Commissioner” means the Commissioner of Community Services for the City or his or her designate.

“Confidential Information” means:

(i) confidential, secret or proprietary information, including data, technical information, financial information, security information and plans, business information (including business plans, strategies and practices) of the City which is disclosed to or obtained by Polycultural in connection with the fulfillment of the terms of this Agreement;

(ii) all information related to the operations of the City upon which comes to the attention of the Polycultural during the term of this Agreement;

but excludes any such information, which:

(a) are or become publicly available;

(b) are already rightfully in the possession of Polycultural and not subject to any pre-existing obligation of confidentiality; or

(d) are rightfully obtained by Polycultural from third parties.

“Computer Lab” has the meaning ascribed to it in the recitals.

“Library” means the Sheridan Library located at 2225 Erin Mills Parkway in the City of Mississauga within Sheridan Mall.

“Library’s Exit” means the exit/entrance to the Library from the Sheridan Mall where all library patrons enter and exit the Library.

“Parties” means the City and Polycultural and **“Party”** means either one of them.

“Resource Centre” has the meaning ascribed to it in the recitals.

“Sheridan Mall” means the Sheridan Centre located at 2225 Erin Mills Parkway.

“Term” has the meaning ascribed to it in section 8.1.

ARTICLE 2 - OPERATION OF COMPUTER LAB AND RESOURCE CENTRE**Access**

- 2.1 During the Term and subject to section 2.2, access to the Computer Lab will be made available to the general public by both the City and Polycultural.
- 2.2 Access to the Computer Lab will be provided as follows:
- (a) when the Library is open, users of the Computer Lab may enter and exit from the Library;
 - (b) when the Library is closed, users of the Computer Lab shall enter and exit using the Access Door through the Resource Centre; and
 - (c) Polycultural staff will have access to return to Polycultural from the Computer Lab using the Access Door.
- 2.3 Library staff will have access to the Resource Centre through the Computer Lab during Resource Centre hours of operation.
- 2.4 All efforts will be made to permit access to the Resource Centre when requested by Library staff and users.

Computer Hours of Operation

- 2.5 The Computer Lab shall be open during the Library's hours of operation (attached hereto as Schedule "B") and during Polycultural' hours of operation (attached hereto as Schedule "C")
- 2.6 In the event there is a change to the hours of operation for a Party as described in Schedules B and C, the Party with the change in its hours of operation shall immediately inform the other Party of the change via email. Any changes made to a Party's hours of operation will be reflected in an amended schedule to the Agreement.
- 2.7 The City will ensure signage continues to be prepared to inform the public of the hours of operation for the Computer Lab. At a minimum, signage will be posted: on the library doors; on the way into the Computer Lab from the library; on the bulletin board in the Computer Lab above the print station; and on the windows of the Resource Centre.

Resource Centre

- 2.8 Polycultural shall make its Resource Centre available for use by the City to accommodate Library programming that cannot be accommodated within the Library.

- 2.9 Both parties will provide at least ten (10) days notice, via email when use of the Resource Centre is required.
- 2.10 Upon receiving notice for use of the Resource Centre by the Library, Polycultural will make every effort to accommodate the Library's request for use recognizing that the more notice that is provided, the easier it will be to accommodate programming.
- 2.11 To give effect to sections 2.8 – 2.10, staff from the Library and Polycultural shall regularly meet to discuss the Library's programming opportunities.

ARTICLE 3 - ROLES AND OBLIGATIONS

Role of Library Staff

- 3.1 Except as expressly provided for in this Agreement, Library staff shall have the same role as staff at any other branch of a City library.
- 3.2 Library staff will provide basic support and assistance to the Computer Lab during those hours when the Library is open to the public.
- 3.3 In order to manage any unacceptable behaviour displayed by a Polycultural client, employee or volunteer, Library staff will have the right to enforce the procedures which it has adopted for dealing with disruptive individuals in a Library facility.

Role of Polycultural Staff

- 3.4 Polycultural staff will:
- (a) provide program support and assistance to Polycultural clients when the Computer Lab and Library are open; and
 - (b) provide basic support and assistance to users of the Computer Lab when the Library is closed and Polycultural is open.
- 3.5 When only Polycultural is open, Polycultural staff shall ensure that all Computer Lab users exit the Computer Lab through the Resource Centre.

ARTICLE 4 - COMPUTERS AND FURNITURE

Provision of Computers

- 4.1 The City has provided twelve (12) computers ("Library Computers") for the Computer Lab and one (1) print station ("Library Print Station"). The City maintains ownership of the Library Computers and Library Print Station together with their contents.

Installation and Maintenance

- 4.2 During the Term, the City will be responsible for maintaining the Library Computers together with their upgrades, repairs and replacements in accordance with any relevant City policies and procedures. Polycultural will not be responsible and will not pay the cost of maintenance of computer equipment, together with its upgrades, replacements and repairs, in the Computer Lab.

Software Licences

- 4.3 The City will be responsible, at its cost, for providing software licenses and any upgrades to programs installed on the Library Computers. The City will be responsible for installing and maintaining the following software: Microsoft Word; Microsoft Excel and Microsoft PowerPoint.

Additional Software Licences

- 4.4 Should Polycultural request additional programs other than those listed in Section 4.3, Polycultural will be responsible, at its cost, for providing the City with the software licences and any upgrades issued for the programs that it wishes to have installed on the Library Computers, provided such programs are in accordance with any relevant City policy and procedures. Polycultural will be responsible for the cost of any support required as a result of any additional programs added to the Library Computers at its request and shall reimburse the City for any expenses incurred by the City as a result of the installation of additional programs at Polycultural' request.

IT Support

- 4.5 The City's Information Technology Division, Community Services ("IT Department") will be responsible for all technical support to the Computer Lab. During the Library's Hours of Operation, a Library staff member will contact the IT Department in the event that onsite support is required. In the event that immediate technical support is required when Polycultural is open and the Library is closed, Polycultural will contact the IT helpdesk at (905) 615-3200 ext. 3222. For technical difficulties that occur when Polycultural is open and the Library is closed and that do not require immediate attention, a Polycultural staff member will leave an email message for the designated Library staff member(s).

Printing

- 4.6 Users of the Computer Lab will pay for any printing at printing rates that are charged throughout the City's library system and as outlined in the annual Mississauga Library System Approved Fees and Fines Report. The City will provide Polycultural with printing cards at the expense of Polycultural. Polycultural will be charged at a cost recovery rate for printing. The cost recovery rate will be provided to Polycultural on an annual basis and Polycultural will be provided with at least thirty (30) days notice of any rate increase.

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Booking Computer Time

- 4.7 When neither the Library nor Polycultural is open, the Library Computers can be booked by either the Library or Polycultural for the purpose of running a program. Maintaining the booking schedule will be the responsibility of the Library. Should both Polycultural and the Library wish to book the Library Computers for programming on the same day and at the same time, all efforts will be made to come to a reasonable decision acceptable to both Parties. To avoid conflicts, booking of the Library Computers for programming should occur as early as possible.

Furniture

- 4.8 All tables and chairs for the Computer Lab have been provided by Polycultural. Polycultural shall consult and coordinate with the City for any additional furniture requirements. Upon termination of this Agreement, the City shall have the option of purchasing the tables and chairs from Polycultural at a depreciated cost.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

- 5.1 Polycultural represents and warrants to and in favour of the City and acknowledges that the City is relying thereon as follows:
- (a) Polycultural shall only use the access card or key card provided by PCM Sheridan Inc. to gain entry to the Computer Lab for the purposes of providing access to its clients and residents for use of the Computer Lab.
 - (b) Polycultural shall not use the Computer Lab for any of the following activities:
 - (i) the sale or supply of any service or good;
 - (ii) any unlawful purpose;
 - (iii) any use that is not consistent with the intended use of the Computer Lab as expressed in this Agreement;
 - (iv) any act which may render void or voidable any policy of insurance on the Library; or
 - (v) filming associated with the production of movies, commercials or videos.

ARTICLE 6 - CONFIDENTIAL INFORMATION**Confidential Information**

- 6.1 Polycultural acknowledges that by virtue of this Agreement, Polycultural and its clients may inadvertently gain access to Confidential Information. Without limiting the foregoing, Polycultural agrees that no right, title or interest in any Confidential

Information is transferred or assigned to Polycultural or its clients by virtue of acquiring or being exposed to such Confidential Information.

- 6.2 Subject to the Municipal Freedom of Information and Protection of Privacy Act, and the Freedom of Information and Protection of Privacy Act (hereinafter referred to as the "Governing Privacy Legislation"), no Confidential Information shall be disclosed in any manner whatsoever without the approval in writing of the City.
- 6.3 In greater particularity and subject to the Governing Privacy Legislation, both during and after the term of this Agreement, Polycultural agrees:
- a) not to disclose the Confidential Information without the City's written consent, and agrees to take such care to protect the confidentiality of all Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure;
 - b) in the event that it receives a request for disclosure of, production of, or provision of access to Confidential Information, it shall, prior to any such disclosure, production, or provision, notify the City immediately in writing of such request and shall not agree to such disclosure without the consent of the City in writing, which consent may only be provided should the disclosure be permitted under the Governing Privacy Legislation; and
 - c) to indemnify and save the City harmless from any losses or damages directly or indirectly caused by the disclosure of Confidential Information by Polycultural or any successors or permitted assigns regardless of whether Polycultural was under subpoena, warrant, order, demand or other request from either a Canadian jurisdiction or from a foreign court, agency, or other jurisdiction to disclose such information.
- 6.4 Polycultural acknowledges that use of Confidential Information in a manner contrary to the provisions of this Agreement would cause the City irreparable harm for which money damages could not make whole and hereby consents to the full extent that it is able to do so to any injunctive relief entered by any court of competent jurisdiction prohibiting it from such violation of this Agreement.
- 6.5 The City's rights under this Section shall survive any termination of this Agreement by either Party.

ARTICLE 7 - REPRESENTATIVES

- 7.1 The City appoints the Senior Librarian of the Library to act as its representative (the "Library Representative") and Polycultural appoints the Program Managers (the Polycultural Representative") to act as its representative with respect to day-to-day operational matters that may arise under this Agreement.
- 7.2 If the Library Representative or the Polycultural Representative become aware of any difficulty with this Agreement or its interpretation, they may advise the City and

Polycultural of any such difficulty, together with their recommendation as to how this Agreement may be amended to resolve the difficulty.

ARTICLE 8 - TERM AND TERMINATION

Term

- 8.1 Unless terminated in accordance with its terms, this Agreement shall commence on the Effective Date and thereafter shall expire and be fully terminated on March 31, 2017 (the "Term").

Termination

- 8.2 This Agreement shall terminate as follows:
- (a) at the expiry of the Term;
 - (b) in the event that Polycultural shall have breached or be in default of any of its obligations set forth in this Agreement, and such breach or default has not been completely cured or remedied within fifteen (15) days from receipt of written notice of such breach or default as delivered by the City, thereafter the City may terminate this Agreement.

Early Termination By Polycultural

- 8.3 Polycultural may terminate this Agreement in the event that Polycultural experiences a loss of funding or Polycultural's lease with PCM Sheridan Inc. expires, upon providing at least six (months) notice together with reasonable evidence of the loss of the funding source or the expiration of the lease.

ARTICLE 9 - INSURANCE AND INDEMNITIES

- 9.1 Without limiting the indemnification provisions of this Agreement, Polycultural shall at its sole cost and expense, obtain and maintain in full force and effect at all times throughout the term or extended term(s) of this Agreement, insurance satisfactory to the City, with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. Polycultural shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to the City. The insurance shall include but not be limited to:
- (a) Commercial General Liability insurance for all services and operations of Polycultural and the use of City owned equipment and facility space, as outlined in this Agreement against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting Polycultural, their respective employees, servants, agents, sub-Consultants, invitees or licensee's, to the inclusive limit of not less than Two Million (\$2,000,000.00)

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Dollars per occurrence. Such insurance shall specifically state by its wording or by endorsement that:

- (i) the City, is included as additional insured under the policy with respect to the liability arising from all operations of Polycultural, and the use of City owned equipment and facility space;
 - (ii) the policy includes contractual liability, non-owned automobile liability, products and completed operations coverage, owners and Consultant's protective coverage, contingent employer's liability, and employees as additional insured's;
 - (iii) the policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
 - (iv) a waiver of subrogation rights which the insurers may have against the City and against those for whom the City is in law responsible;
- (b) Insurance required pursuant to the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, as amended and any other statutory insurance required by the laws of the Province of Ontario.

9.2 Prior to the execution of this Agreement, Polycultural shall deliver to the City a completed City of Mississauga Certificate of Insurance evidencing the insurance required under this Agreement. A PDF fillable City of Mississauga Certificate of Insurance can be found at www.mississauga.ca/certificateofinsurance The certificate shall be addressed to: MISSISSAUGA LIBRARY, DIRECTOR, LIBRARY SERVICES, 301 BURNHAMTHORPE RD W., MISSISSAUGA, ON, L5B 3Y3

Thereafter, throughout the term or extended term of this Agreement, Polycultural shall, deliver to the City any renewal certificate of insurance evidencing that the insurance required under this Agreement continues in effect.

9.3 In the event the aforementioned policies are terminated, cancelled or materially altered, Polycultural shall provide written notice of such termination, cancellation or material alteration to the City at least thirty (30) days before the effective date.

ARTICLE 10 - GENERAL

Sections and Headings

10.1 The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent

therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

Number, Gender, Person

10.2 Unless inconsistent with the subject matter or context:

- (a) words importing gender shall include the masculine, feminine and neuter genders;
- (b) words importing the singular number shall include the plural and vice versa;
- (c) words importing persons shall include individuals, partnerships, associations, trusts, municipal corporations, unincorporated organizations and corporations and *vice versa*; and
- (d) the term "including" means "including without limiting the generality of the foregoing."

Invalidity and Waiver

10.3 If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force. The waiver by either Party of a breach of any provision of this Agreement will not operate as a waiver of any other breach. No delay or failure of the City or Polycultural to exercise any right or remedy will operate as a waiver, except where specifically provided to the contrary.

Governing Law

10.4 This Agreement shall be governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein, as well as the City's own by-laws, and shall be treated in all respects as an Ontario contract.

Statutory References

10.5 In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made under any such statute.

Dispute Resolution

10.6 Any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement that cannot be settled by the Parties (a "**Dispute**") shall be dealt with in accordance with this Section.

- (a) **First Level Escalation** - In the event of any Dispute, the Dispute shall first be referred to the City's Area Manager, Library Services and Polycultural' Program Managers ("**First Level**").

- (b) **Second Level Escalation** - Should the Dispute not be resolved within five (5) days of its referral to the First Level, the Dispute will be escalated to the City's Director, Library Services and Polycultural' Executive Director ("**Second Level**").
- (c) **Third Level Escalation** - Should the Dispute not be resolved within five (5) days of its referral to the Second Level, the Dispute will be escalated to the City's Commissioner of Community Services and the Polycultural' Executive Director ("**Third Level**").
- (d) **If No Resolution** - Should the Dispute not be resolved within fifteen (15) days of its referral to the Third Level, either party may exercise its rights available at law.
- (e) **Admissibility** - All negotiations and settlement discussions to resolve a Dispute shall be treated as compromise and settlement negotiations between the parties and shall not be subject to disclosure through discovery or any other process and shall not be admissible into evidence in any proceeding.
- (f) **Continued Performance** - Except where clearly prevented by the nature of the Dispute, the City and Polycultural agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section.

Notices

10.7 Any formal demand or notice to be provided hereunder shall be in writing and may be given by (a) personal delivery, (b) by prepaid first class mail or (c) by fax transmission, addressed to the respective Parties as follows:

To the City:

The Corporation of the City of Mississauga
Sheridan Library
301 Burnhamthorpe Road West
Mississauga, ON L5B 3Y3
Attention: Director, Library Services
Telephone: (905) 615-3200 ext. 3601
Facsimile: (905) 615-3625

and to:

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

Telephone: (905) 615-3200

Facsimile: (905) 896-5106

To Polycultural:

Polycultural Immigrant and Community Services

17 Four Seasons Place, Suite 102

Toronto, ON M9B 6E6

Attention: Executive Director

Telephone: (416) 416-233-1655 ext. 232

Facsimile: (416) 233-1651

or such other address or facsimile number as any Party may from time to time notify the other. Any notice or other communication delivered by courier or by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof, or if delivered by facsimile transmission on the first business day (excluding Saturdays, Sundays and statutory holidays) following the transmittal thereof. Any notice or other communication sent by prepaid post shall be deemed to have been delivered on the fifth (5th) business day (excluding Saturdays, Sundays and statutory holidays) following the date of mailing thereof, provided that postal services have not been disrupted in which case notice shall only be given by courier, personal delivery or facsimile transmission in accordance with this Section.

Assignment

10.8 Neither Party shall be entitled to assign, transfer, licence or otherwise divest the benefits of its rights under this Agreement without the prior consent of the other, in writing, such consent not to be unreasonably withheld or delayed.

Amendments

10.9 Except as expressly provided otherwise in this Agreement, neither party may amend this Agreement, other than by an instrument in writing executed by the authorized representatives of both Parties.

Binding on Successors

10.10 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, if any.

Further Assurances

10.11 Each of the City and Polycultural will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Independent Contractor

- 10.12 In giving effect to this Agreement, no party shall be or be deemed an agent or employee of the other party for any purpose and that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. No party shall have the right to enter into contracts or pledges credit of or incur expenses or liabilities on behalf of the other party (or bind the other party).

Survival of Terms

- 10.13 The terms and conditions of this Agreement that by their nature are intended to survive the expiry or termination of this Agreement for any reason shall survive this Agreement's expiry or other termination. Without limiting the generality of the foregoing Articles 5, 6, and 9 shall survive expiry or other termination of this Agreement.

Compliance with Laws and Regulations

- 10.14 Polycultural shall comply with all municipal, provincial and federal laws and regulations including all privacy and security laws and Polycultural shall obtain and at all times maintain any and all permits, consents, certificates or licences necessary for Polycultural' performance of its obligations hereunder.

Force Majeure

- 10.15 Except as expressly provided or otherwise in this Agreement, dates and times by which a party is required to render performance under this Agreement shall be postponed automatically to the extent and for the period of time that such a party is prevented from meeting them by any reason of any cause beyond its reasonable control. The party prevented from rendering performance must, however, notify the other party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof. Such party must use its reasonable efforts to render performance in a timely manner utilizing to such end, all resources reasonably required under the circumstances including obtaining supplies or services from other sources if same were reasonably available. If the performance of a material obligation is delayed for more than thirty (30) days, the other party may, on notice, treat that delay as a default.

Time of the essence

- 10.16 Time shall be of the essence hereof.

Entire Agreement

- 10.17 Except as expressly provided otherwise herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

THE CORPORATION OF THE CITY OF MISSISSAUGA

Per: _____
Name: Paul Mitcham
Title: Commissioner of Community Services

Per: _____
Name: Crystal Greer
Title: City Clerk

I/We have authority to bind the Corporation.

POLYCULTURAL IMMIGRANT AND COMMUNITY SERVICES

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

7a

EXECUTION COPY

Appendix 1

SCHEDULE "A"

Sketch of Library within the Computer Lab

See Attached

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SCHEDULE "B"

Sheridan Library Hours of Operation*

Day	Hours
Monday	11 a.m. to 5 p.m.
Tuesday	3 p.m. to 9 p.m.
Wednesday	11 a.m. to 5 p.m.
Thursday	3 p.m. to 9 p.m.
Friday	1 p.m. to 5 p.m.
Saturday	11 a.m. to 5 p.m.
Sunday	Sunday 1 p.m. to 5 p.m. (October 11 to May 24 only)
Holidays	Closed

* The hours of operation noted above are current as of the date of the signing of this Agreement and may be subject to change.

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SCHEDULE "C"

Polycultural Hours of Operation*

Day	Hours
Monday	9 a.m. to 4:30p.m.
Tuesday	9 a.m. to 4:30p.m.
Wednesday	9 a.m. to 4:30p.m.
Thursday	9 a.m. to 4:30p.m.
Friday	9 a.m. to 4:30p.m.
Saturday	Closed
Sunday	Closed
Holidays	Closed

* The hours of operation noted above are current as of the date of the signing of this Agreement and may be subject to change.



Corporate Report

Clerk's Files

Originator's Files

CA.11.DEL

DATE: January 23, 2015

TO: Chair and Members of General Committee
Meeting Date: February 18, 2015

General Committee
FEB 18 2015

FROM: Gary Kent
Commissioner of Corporate Services and Chief Financial Officer

SUBJECT: **Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2014 to December 31, 2014**

RECOMMENDATION: That the report dated January 23, 2015 from the Commissioner of Corporate Services and Chief Financial Officer entitled, "Delegation of Authority - Acquisition, Disposal, Administration and Lease of Land and Property - July 1, 2014 to December 31, 2014", be received for information.

BACKGROUND: The Delegation of Authority By-law 375-2008, approved by Council on November 12, 2008, provides delegated authority for the approval and execution of real estate agreements. Sections 3 and 4 of the by-law provide delegated authority to approve and conclude real property transactions at four staff levels - Manager, Director, Commissioner and City Manager, depending on the value of the transaction.

Delegated authority to approve and conclude real estate transactions is subject to the provisions outlined in Corporate Policy No. 05-04-01, Acquisition and Disposal of Real Property. Prior to the completion of any real estate transaction, all criteria of the Policy and the Delegation of Authority By-law must be met.

Section 4.5 of the Delegation of Authority By-law 0375-2008, requires that the exercise of Delegated Authority be reported to Council on a semi-annual basis. This report covers the real property transactions which were completed under the delegation by-law in the second half of 2014.

COMMENTS:

During the period July 1, 2014 to December 31, 2014, a total of 47 real estate matters were approved under Delegated Authority. A breakdown of these real estate matters is as follows:

- Acquisitions - Land: 3
- Acquisitions – Easements: 4
- Disposals – Land: 5
- Disposals - Easements: 3
- Leases, Licenses and Other Agreements (City Use): 9
- Leases, Licenses and Other Agreements (Third Party Use): 23

In addition to the above-noted transactions, one (1) easement transaction was completed with the Region of Peel under the Easement Protocol By-law 0296-2007, and six (6) encroachment agreements were executed pursuant to the Encroachment By-law 0057-2004.

FINANCIAL IMPACT: A breakdown of the financial implications of the real estate transactions for the period July 1, 2014 to December 31, 2014 is shown on Appendices 1 – 5 of this report.

Prior to transaction approval, where applicable, Realty Services staff have confirmed with Financial Services staff that the appropriate funds are available in the budget. The availability of funds is a condition and requirement for approval under Delegated Authority.

CONCLUSION:

This report is forwarded for information pursuant to Delegation of Authority By-law 0375-2008.

Realty Services confirms that all transactions approved under Delegation of Authority for the period July 1, 2014 to December 31, 2014 are in compliance with the Delegation of Authority By-law 0375-2008, Corporate Policy No. 05-04-01, and the Notice By-law 215-2008, as amended, where applicable.

ATTACHMENTS:

- Appendix 1: Acquisition of Land and Easements – July 1, 2014 to December 31, 2014
- Appendix 2: Disposition of Land and Easements – July 1, 2014 to December 31, 2014
- Appendix 3: Leases, Licenses and other Agreements (City Use) – July 1, 2014 to December 31, 2014
- Appendix 4: Leases, Licenses and Other Agreements (Third Party Use) – July 1, 2014 to December 31, 2014
- Appendix 5: Encroachments – July 1, 2014 to December 31, 2014



Gary Kent
Commissioner of Corporate Services and Chief Financial Officer

Prepared By: Sheryl Badin, Acting Manager, Realty Services

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Appendix 1
Disposals- Land and Easements
File: CA.11.DEL

Acquisition of Land ~ July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1.PO.10.PAI	Manager, Realty Services	Sept. 3, 2014	Purchase of Parcel of Land located at 95 Paisley Boulevard East from V. Rioux (Ward 7)	2,826.6	\$15,000.00 plus maximum of \$4,000.00 in Legal costs and max of \$1,000.00 for outstanding property taxes
2.PO.10.CRE	Manager, Realty Services	Sept. 25, 2014	Purchase of two strips of land from Credit Valley Conservation Authority - Creditview Road Bridge (Ward 11)	475.86	\$12,060.00 plus Legal fees to maximum of \$1,500.00
3.PO.10.CRE	Manager, Realty Services	Nov. 19, 2014	Purchase of two strips of land from Regional Municipality of Peel (Creditview Road Bridge) (Ward 11)	-	\$2.00

Acquisition of Easements ~ July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1.PO.12.KAN	Manager, Realty Services	Jul. 31, 2014	Purchase of a Permanent Easement from Peel Condominium Corporation No 239 for construction of a sidewalk – Kaneff Crescent (Ward 4)	20.78	\$2.00
2.PO.12.FER	Manager, Realty Services	Aug. 13, 2014	Purchase of a Permanent easement from O.V. Rodrigues and M.N. Rodrigues over a portion of 5334 Ferret Court – Noise Attenuation Wall (Ward 5)	-	Payment of Transferor's reasonable Legal fees and disbursements to maximum of \$1,500.00
3.PO.12.CON	Manager, Realty Services	Sept. 22, 2014	Purchase of a permanent Easement from T. and P. Jauhal over a portion of 1330 Contour Drive (Ward 2)	752.4	\$1,500.00 for Vendor's Legal fees
4.PO.12.JOY	Manager, Realty Services	Sept. 29, 2014	Indemnity Agreement with Enersource Hydro Mississauga Inc. With respect to the installation of an Enersource Hydro Mississauga guy-pole and the reconstruction of the parking facilities at 72 Joymar Drive as part of the Tannery Street reconstruction (Ward 11)	N/A	\$2.00

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Appendix 2
Disposals- Land and Easements
File: CA.11.DEL

Disposition of Land ~ July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1. PO.11.AVI	Manager, Realty Services	Aug. 29, 2014	Disposition of lands located near the southeast corner of Aviation Road and Lakeshore Road East to Navic Holdings Inc. (Ward 1)	173	\$30,000.00
2. PO.11.FOU	Manager, Realty Services	Oct. 1, 2014	Disposition of lands abutting <u>854 Fourth Street</u> to J. and B.V. Vella (Ward 1)	102	\$13,500.00
3. PO.11.FOU	Manager, Realty Services	Oct. 14, 2014	Disposition of lands abutting <u>846 Fourth Street</u> to J. Wallace and D. Outhwaite (Ward 1)	102	\$13,500.00
4. PO.11.SEC	Manager, Realty Services	Oct. 16, 2014	Disposition of a strip of land on the north side of Second Line West, east of Derry Road west to Dunsire Inc. (Ward 11)	862.74	\$10,000.00
5. PO.11.CON	Manager, Realty Services	Oct. 20, 2014	Disposition of land to the Ministry of Transportation of Ontario for dedication as part of Highway 403 (Ward 4)	610	\$2.00

Disposition of Easements ~ July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1. PO.12.MIS	Manager, Realty Services	Aug. 1, 2014	Disposition of a Permanent Easement to 1598607 Ontario Corp. for construction of a sanitary (Ward 8)	75	\$4,800.00
2. PO.12.LAK	Manager, Realty Services	Sept. 18, 2014	Disposition of Permanent Easement to Enersource over a portion of J. J. Plaus Park (Ward 1)	-	\$2.00
3. PO.12.TOR	Manager, Realty Services	Oct. 14, 2014	Disposition of an Easement to Hydro One Networks Inc. for Mississauga Transitway Project (Ward 3)	436.6	\$2.00

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Appendix 3
Leases, Licenses and other Agreements (City Use)
File: CA.11.DEL

Fees To Be Paid Associated with Leases, Licenses and Other Agreements					
July 1, 2014 to December 31, 2014					
File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1. PO.13.EAS	Commissioner, Corporate Services	July 23, 2014	Licence of Land for Temporary Use and Access Agreement with Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure, for the use of lands located on the south side of Eastgate Parkway (Ward 3)	2,592	\$116,383.00
2. PO.13.SQU	Manager, Realty Services	Jul. 23, 2014	Consent to Enter Agreement with OMERS Realty Management Corporation and 156 Square One Limited for construction laydown area for improvement work at the City Centre Transit Terminal east Duke of York Boulevard (Ward 4)	-	\$2.00
3. PO.13.DER	Manager, Realty Services	Sept. 22, 2014	License Agreement with Suncor Energy Inc. for access over 450 Derry Road West for filming purposes (Ward 11)	-	\$2.00
4. PO.13.BRI	Manager, Realty Services	Nov. 4, 2014	License Agreement with the Peel District School Board ("PDSB") for PDSB owned lands located on the north side of Bristol Road, west of Hurontario Street (Ward 5)	400	\$2.00
5. PO.13.DUN	Manager, Realty Services	Nov. 6, 2014	Consent to Enter Agreement with Nova Properties Inc., and The Brick GP Ltd. to grant the City access to private lands located at 1607 Dundas Street East (Ward 3)	238.90	\$2.00
6. PO.13.WIL	Manager, Realty Services	Nov. 27, 2014	License Agreement with Dufferin-Peel Catholic District School Board- 795 Rathburn Road East and 665 Willowbank Trail (Ward 3)	485	NIL
7. PO.13.SEC	Director, Facilities & Property Management	Nov. 25, 2014	Storage Agreement with Armstrong Fine Art Services Ltd. for the packing, transportation and storing a portion of the City's museum collection of art and artifacts. (Ward 5)	2010 cubic feet	\$5,600.00+HST for the packing and transport. \$794.00 +HST as a one-time handling fee and annual license fee \$9,900.00 plus HST. for 5 years

Appendix 3
Leases, Licenses and other Agreements (City Use)
File: CA.11.DEL

8. PO.13.DUN	Manager, Realty Services	Dec. 12, 2014	Consent to Enter Agreement with Erinwood Shopping Centre Inc. to grant the City access to private lands located at 2400 Dundas Street West (Ward 2)	183.70	\$2.00
9. PO.13.DUN	Manager, Realty Services	Dec. 12, 2014	Consent to Enter Agreement with Woodchester Investments Inc. to grant the City access to private lands located at 2458 Dundas Street West (Ward 2)	1,328.50	\$2.00

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Appendix 4
Leases, Licenses and other Agreements (Third Party Use)
File: CA.11.DEL

Fees To Be Collected with Leases, Licenses and Other Agreements
July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1. PO.13.GLE	Manager, Realty Services	Jul. 16, 2014	Consent to Enter with Habitat for Humanity Mississauga to enter City Owned lands located at 6655 Glen Erin Drive (Ward 9)	-	\$2.00
2. PO.13.ROS	Director, Facilities and Property Management	Jul. 20, 2014	License Agreement with Landmark Sport Group Inc. for office space on the second floor at Hershey Sports Centre, 5500 Rose Cherry Place (Ward 5)	93.18	\$21,063.00
3. PO.13.SIL	Manager, Realty Services	Aug. 5, 2014	Consent to Enter Agreement with The Regional Municipality of Peel for Lands located west of Silver Birch Trail and south of Lakeshore Road (Ward 2)	1,950	\$2.00
4. PO.13.DRE	Manager, Realty Services	Aug. 5, 2014	Consent to Enter Agreement with The Regional Municipality of Peel for Lands located on the north side of Drew Road, west of Airport Road (Ward 5)	5,300	\$2.00
5. PO.13.MAT	Director, Facilities and Property Management	Sept. 4, 2014	License Extension and Amending Agreement with Mississauga Girls Hockey League – Space at Iceland Arena (Ward 5)	74.32	1 st yr. - \$15,300.00 2 nd yr. - \$15,750.00 3 rd yr. - \$16,230.00 4 th yr. - \$16,710.00 5 th yr. - \$17,210.00
6. PO.13.CRE	Manager, Realty Services	Sept. 4, 2014	License Agreement – rear of 5306 Creditview Road – Ratra (Ward 6)	2,242	\$1.00
7. PO.13.TRA	Manager, Realty Services	Sept. 19, 2014	License Amending Agreement with Pier Property Inc. - 7225 Transmark Court Cul-de-Sac (Ward 5)	-	\$2.00
8. PO.13.CIT	Manager, Realty Services	Sept. 25, 2014	License Amending Agreement with Shaw Television G.P. Inc, for space on the first floor at Civic Centre (Ward 4)	262	\$2,060.00

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Appendix 4
Leases, Licenses and other Agreements (Third Party Use)
File: CA.11.DEL

**Fees To Be Collected Associated with Leases, Licenses and Other Agreements
July 1, 2014 to December 31, 2014**

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
9. PO.13.DER	Manager, Realty Services	Sept. 23, 2014	License Agreement with The Governing Council of the University of Toronto for the installation of a long term water quality and quantity monitoring station at Wildwood Park (P-059) (Mimico Creek) (Ward 5)	1.49	\$2.00
10. PO.13.BUR	Commissioner, Corporate Services	Oct. 31, 2014	License Extension and Amending Agreement with Nexus Youth Services, Space at Central Library (Ward 4)	131.92	\$35,500.00
11. PO.13.QUE	Manager, Realty Services	Oct. 1, 2014	Patio License Agreement with Goodfellas Pizza Inc. and J. and M. Bialobrzkeski – Land adjacent to 209 Queen Street South, City of Mississauga (Ward 11)	41.50	\$1,230.00
12. PO.13.MAT	Manager, Realty Services	Oct. 2, 2014	License Agreement with Nandor Bajusz, carrying on business as Nutritech 2000 – 705 Matheson Blvd. East, Iceland Arena (Ward 5)	23.69	\$19,920.00
13. PO.13.LAK	Manager, Realty Services	Oct. 8, 2014	Patio License Agreement with 2359692 Ontario Inc. (carrying on business as Clarkson Mediterranean Bistro) and Thaksha Ontario Inc.:1731 –1733 Lakeshore Road West, City of Mississauga (Ward 2)	22	\$1,065.00
14. PO.13.LAK	Director, Facilities and Property Management	Oct. 10, 2014	License Agreement with Port Credit Business Improvement Area for the use of a portion of the second floor at Clarke located at 161 Lakeshore Road West for office space (Ward 1)	79	1 st yr. - \$8,783.33 2 nd yr. - \$13,438.50 3 rd yr. - \$13,707.27 4 th yr. - \$13,981.41 5 th yr. - 14,261.04

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Appendix 4
Leases, Licenses and other Agreements (Third Party Use)
File: CA.11.DEL

**Fees To Be Collected Associated with Leases, Licenses and Other Agreements
July 1, 2014 to December 31, 2014**

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
15. PO.13.SOU	Director, Facilities and Property Management	Oct. 23, 2014	License Agreement with John Grant Haulage Limited for use of untravelled part of Southdown Road West for vehicle parking adjacent to 2111 Lakeshore Road West (Ward 2)	2,177	\$16,000.00
16. PO.13.MAV	Manager, Realty Services	Oct. 27, 2014	Consent to Enter Agreement with 8159203 Canada Limited for the preparation of Tree inventory/Preservation Plan in connection with its proposed construction of a radio tower for AM960 at 3280 Mavis Road (Ward 6)	7,297	NIL
17. PO.13.MAT	Manager, Realty Services	Oct. 30, 2014	Consent to Enter Agreement with the Regional Municipality of Peel to grant the Region access to City lands located at Applewood Hills Park and Park 259 (Ward 3)	-	\$2.00
18. PO.13.PEN	Manager, Realty Services	Nov. 28, 2014	Fibre Optic Cable License Agreement with Staples Promotional Products Canada, Ltd. and 550 Pendant Holdings Inc. and Peel Properties Inc. for underground fibre optic cables in a portion of Gemstar Drive (Ward 5)	116m	\$1,070.00
19. PO.13.FAL	Manager, Realty Services	Dec. 1, 2014	Consent to Enter Agreement with the Regional Municipality of Peel for due diligence investigations on City lands on Falbourne Street proposed Paramedic Station. (Ward 5)	2,023.5	NIL
20. PO.13.TRA	Manager, Realty Services	Dec. 12, 2014	Consent to Enter Agreement with Dufferin Concrete to grant Dufferin Concrete access to City lands located adjacent to 7481 Tranmere Drive (Ward 5)	-	\$2.00

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Appendix 4
 Leases, Licenses and other Agreements (Third Party Use)
 File: CA.11.DEL

Fees To Be Collected Associated with Leases, Licenses and Other Agreements ~ July 1, 2014 to December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
21. PO.13.WHA	Manager, Realty Services	Dec. 17, 2014	License Agreement with Peel Condominium Corporation No. 375 (Ward 3)	293	\$4,320.00
22. PO.13.EGL	Director, Facilities and Property Management	Dec. 17, 2014	Consent to Enter Agreement with Metrolinx – Commerce Boulevard and Matheson Boulevard East (Ward 5)	1744.67	NIL
23. PO.13.WIN	Manager, Realty Services	Dec. 19, 2014	Consent to Enter Amending Agreement with The Regional Municipality of Peel on City Owned Lands located at 1355 Winding Trail (Ward 3)	200	\$2.00

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Appendix 5
Encroachments
File: CA.11.DEL

Encroachments ~ July 1, 2014 – December 31, 2014

File Number	Approved By	Date of Approval	Report	Total Area (sq. m.)	Total Consideration
1. PO.16.PAR	Commissioner, Transportation and Works	Aug. 6, 2014	Approval for Execution of an Encroachment Agreement -12 Park Street East (Ward 1)	1,800 sq.ft.	\$500.00 per annum
2. PO.16.TEC	Commissioner, Transportation and Works	Aug. 6, 2014	Approval for Execution of an Encroachment - 1257 Techumseh Park Drive (Ward 2)	169.75	\$2.00
3. PO.16.BRI	Commissioner, Transportation and Works	Sept. 24, 2014	Approval for Execution of an Encroachment Agreement - 1755 Bristol Road West - Saint Iijja Macedonian Orthodox Church (Ward 6)	150m	\$500.00 per annum
4. PO.16.SEC	Commissioner, Transportation and Works	Sept. 24, 2014	Approval for Execution of an Encroachment Agreement - 7235 Second Line West (Ward 11)	861.90	\$500.00 per annum
5. PO.16.BRA	Commissioner, Community Services	Sept. 29, 2014	Approval for Execution of an Encroachment Agreement - Bonnie Brae Park - P-155 (Ward 11) - 5059 Brandy Lane Court	17.40	\$625.00 per annum
6. PO.16.BRA	Commissioner, Community Services	Sept. 29, 2014	Approval for Execution of an Encroachment Agreement - Bonnie Brae Park - P-155 (Ward 11) - 5053 Brandy Lane Court	20.57	\$740.00 per annum

Note: All of the above listed Encroachment Agreements were executed under By-law 0057-2004, Sections 6 and 16, as amended under By-law 0108-2011.

REPORT 1-2015

General Committee

FEB 18 2015

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Mississauga Accessibility Advisory Committee presents its first report for 2015 and recommends:

AAC-0001-2015

That the verbal presentation and cart demonstration with respect to Bi-Weekly Garbage, Recycling and Organic Cart Collection from Leigh-Anne Marquis and Paula Della Bianca, Technical Analysts, Waste Program Planning, Region of Peel, be received.
(AAC-0001-2015)

AAC-0002-2015

1. That the City of Mississauga 2014 Annual Report of the Multi-Year Accessibility Plan, dated January 29, 2015 from Diana Simpson, Accessibility Coordinator, be received;
 2. That the MiWay 2014 Annual Accessibility Report, be received; and
 3. That the Mississauga Accessibility Advisory Committee supports the "City of Mississauga 2014 Annual Report of the Multi-Year Accessibility Plan" and "MiWay 2014 Annual Accessibility Report," as presented.
- (AAC-0002-2015)

AAC-0003-2015

1. That the PowerPoint presentation regarding Multi-Use Trail (East) to the Facility Accessibility Design Subcommittee on January 26, 2015, be received;
 2. That the Facility Accessibility Design Subcommittee is satisfied with the design of Multi-Use Trail (East), as presented.
- (AAC-0003-2015)

AAC-0004-2015

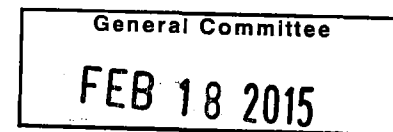
That the Pending Work Plan Items chart for the Mississauga Accessibility Advisory Committee, dated February 9, 2015, from Karen Morden, Legislative Coordinator, be received.
(AAC-0004-2015)

AAC-0005-2015

That a motion be put forth to Council to amend Council Procedure By-law 139-13 to allow Citizen Members of the Accessibility Advisory Committee to participate and be counted as quorum at meetings of the Accessibility Advisory Committee via teleconferencing or other remote technological modes to reduce barriers and promote accessibility.
(AAC-0005-2015)

REPORT 1-2015

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE



The Heritage Advisory Committee presents its first report for 2015 and recommends:

HAC-0001-2015

That the request to alter the Bowie Medical Hall, 264 Queen Street South, as described in the report from the Commissioner of Community Services, dated January 19, 2015, be approved, as amended, with the following conditions:

1. That every attempt be made to restore any and all original wood windows but, when this is not feasible, that high quality wood frame double-paned windows, with divided lights which have wooden interior and exterior proper scale muntin bars, be used; and
2. That the original "ten over two" window on front face of the porch be maintained and restored; and
3. That the band of upright bricks that caps the ground floor windows of the front façade of the 1904 photo also be replicated; and
4. That a mason with proven experience in heritage conservation and restoration, approved by the Director, Culture Division, oversee the project; and
5. That the project is subject to a letter of credit, determined by the Director, Culture Division, to ensure that any replacement bricks and masonry detail required on the nineteenth century portion of the building, either be period replicas or new brick, which replicates the dimensions of the existing brick, with compatible properties; and
6. That the property owner agree to the amendment of the heritage designation by-law, without objection, to reflect the proposed changes.

(HAC-0001-2015)

HAC-0002-2015

That the property located at 215 Broadway Street (Ward 11), which is listed on the City's Heritage Register as part of the Streetsville Village Core Cultural Landscape, is not worthy of heritage designation, and consequently, that the owner's request to demolish the structures be approved and that the appropriate City officials be authorized and directed to take the necessary action to give effect thereto, as described in the Corporate Report dated January 6, 2015 from the Commissioner of Community Services.

(HAC-0002-2015)

HAC-0003-2015

That the Corporate Report dated January 7, 2015 from the Commissioner of Community Services entitled "Heritage Advisory Committee and Related Staff Milestones: 2014 Year in Review," be received.

(HAC-0003-2015)

**MISSISSAUGA CYCLING
ADVISORY COMMITTEE**

February 10, 2015

REPORT 2 - 2015

General Committee

FEB 18 2015

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Mississauga Cycling Advisory Committee presents its second report for 2015 and recommends:

MCAC-0006-2015

That up to \$500.00 be allocated to purchase promotional and marketing items for the 2015 Toronto Bike Show and that the funds come from the 2015 Mississauga Cycling Advisory Committee budget.

(MCAC-0006-2015)

MCAC-0007-2015

That the 2015 Mississauga Cycling Advisory Committee Calendar of Events be received as amended.

(MCAC-0007-2015)