



AGENDA

GENERAL COMMITTEE

THE CORPORATION OF THE CITY OF MISSISSAUGA
www.mississauga.ca

WEDNESDAY, FEBRUARY 29, 2012 - 9:00 AM

COUNCIL CHAMBER – 2nd FLOOR – CIVIC CENTRE
300 CITY CENTRE DRIVE, MISSISSAUGA, ONTARIO L5B 3C1

Members

Mayor Hazel McCallion	
Councillor Jim Tovey	Ward 1
Councillor Pat Mullin	Ward 2
Councillor Chris Fonseca	Ward 3
Councillor Frank Dale	Ward 4
Councillor Bonnie Crombie	Ward 5 (Chair)
Councillor Ron Starr	Ward 6
Councillor Nando Iannicca	Ward 7
Councillor Katie Mahoney	Ward 8
Councillor Pat Saito	Ward 9
Councillor Sue McFadden	Ward 10
Councillor George Carlson	Ward 11

Contact:

Sacha Smith, Legislative Coordinator, Office of the City Clerk
905-615-3200 ext. 4516 / Fax 905-615-4181
sacha.smith@mississauga.ca

INDEX – GENERAL COMMITTEE – FEBRUARY 29, 2012

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

PRESENTATIONS

DEPUTATIONS

- A. Item 1 Sue Shanly, MIRANET
- B. Item 1 Jane Darragh, Planner, Park Planning Section and Gavin Longmuir, Manager, Forestry
- C. Item 2 Robert Kawamoto, Director of Sales

MATTERS TO BE CONSIDERED

- 1. Proposed Amendments to Tree Permit By-law 475-05
- 2. Tourism Agreement for Mississauga Toronto West Tourism
- 3. Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-2004, as amended for a Pigeon Enclosure, 3292 Oakglade Crescent (Ward 6)
- 4. Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-2004, as amended for a Pigeon Enclosure, 453 Fergo Avenue (Ward 7)
- 5. All-Way Stop – John Watt Boulevard and Gaslamp Walk (Ward 11)
- 6. Proposed Exemption to Noise Control By-law No. 360-79, Highway 403 from Highway 401 to Winston Churchill Boulevard (Wards 3, 4, 5, 6, and 8)
- 7. Proposed Exemption to Noise Control By-law No. 360-79, Highway 403 north of Matheson Boulevard East (Ward 5)
- 8. Temporary Road Closure – Sherwoodtowne Boulevard at Hurontario Street (Ward 4)

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15. Renewal of Lease of Lands at 850 Enola Avenue with Credit Valley Conservation Authority and the Sublease of a building known as Adamson House therein (Ward 1)

ADVISORY COMMITTEE REPORTS

Environmental Advisory Committee – Report 1-2012 – February 7, 2012

Mississauga Cycling Advisory Committee – Report 2-2012 – February 14, 2012

Traffic Safety Council – Report 2-2012 – February 22, 2012

COUNCILLORS' ENQUIRIES

CLOSED SESSION

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

- A. Security of the Property of the municipality or local board – Lease of City-owned Property Located at 14 Stavebank Road – Snug Harbour Foods Inc. (Ward 1)

ADJOURNMENT

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MATTERS TO BE CONSIDERED

1. Proposed Amendments to Tree Permit By-law 475-05

Corporate Report dated February 8, 2012 from the Commissioner of Community Services with respect to proposed amendments to the Tree Permit By-law 475-05

RECOMMENDATION

That the report dated February 8, 2012 from the Commissioner of Community Services entitled "Proposed Amendments to the Tree Permit By-law 475-05" be referred to the public for consultation, followed by a final report to General Committee.

2. Tourism Agreement for Mississauga Toronto West Tourism

Corporate Report dated February 15, 2012 from the Commissioner of Community Services with respect to a Services Agreement with Mississauga Toronto West Tourism

RECOMMENDATION

That the Commissioner of Community Services be authorized to execute and renew the Services Agreement between the Corporation of the City of Mississauga and the Toronto Convention and Visitors Association, dated April 16th, 2008 (the "Agreement") as provided by the Amending Agreement dated December 15, 2009, in a form satisfactory to the City Solicitor.

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3. Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-2004, as amended for a Pigeon Enclosure, 3292 Oakglade Crescent (Ward 6)

Corporate Report dated February 3, 2012 from the Commissioner of Transportation and Works with respect to a request for an exemption to section 22(2) of the Animal Care and Control By-law 0098-2004, as amended for a pigeon enclosure for 3292 Oakglade Crescent.

RECOMMENDATION

That the request for an exemption from Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended, to permit an existing Pigeon Enclosure located in the rear yard of 3292 Oakglade Crescent, a detached residential property owned by Mr. Leszek Chrusciak, be denied.

4. Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-2004, as amended for a Pigeon Enclosure, 453 Fergo Avenue (Ward 7)

Corporate Report dated February 3, 2012 from the Commissioner of Transportation and Works with respect to a request for an exemption to section 22(2) of the Animal Care and Control By-law 0098-2004, as amended for a pigeon enclosure for 453 Fergo Avenue.

RECOMMENDATION

That the request for an exemption from Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended, to permit an existing Pigeon Enclosure located in the rear yard of 453 Fergo Avenue, a semi-detached residential property owned by Mr. Carlos Medeiros, be denied.

5. All-Way Stop – John Watt Boulevard and Gaslamp Walk (Ward 11)

Corporate Report dated February 8, 2012 from the Commissioner of Transportation and Works with respect to a request for an all-way stop at the intersection of John Watt Boulevard and Gaslamp Walk.

RECOMMENDATION

That an all-way stop control not be implemented at the intersection of John Watt Boulevard and Gaslamp Walk as the warrants have not been met.

6. Proposed Exemption to Noise Control By-law No. 360-79, Highway 403 from Highway 401 to Winston Churchill Boulevard (Wards 3, 4, 5, 6, and 8)

Corporate Report dated February 2, 2012 from the Commissioner of Transportation and Works with respect to a request for an exemption to Noise Control By-law 360-79 for Highway 403 from Highway 401 to Winston Churchill Boulevard.

(6.) RECOMMENDATION

That the Ministry of Transportation of Ontario (MTO) be granted an exemption from Noise By-law No. 360-79, as amended, to allow for extended 24-hour construction work for the replacement of the Vehicle Detection System (VDS) along Highway 403 commencing Monday, July 2, 2012 and ending Monday, December 31, 2012.

7. Proposed Exemption to Noise Control By-law No. 360-79, Highway 403 north of Matheson Boulevard East (Ward 5)

Corporate Report dated February 1, 2012 from the Commissioner of Transportation and Works with respect to a request for an exemption to Noise Control By-law 360-79 for Highway 403 north of Matheson Boulevard East.

RECOMMENDATION

That the Ministry of Transportation of Ontario (MTO) be granted an exemption from Noise By-law No. 360-79, as amended, to allow for extended 24-hour construction work for the replacement of the culvert beneath Highway 403 commencing Wednesday, July 4, 2012 and ending Tuesday, July 31, 2012.

8. Temporary Road Closure – Sherwoodtowne Boulevard at Hurontario Street (Ward 4)

Corporate Report dated February 10, 2012 from the Commissioner of Transportation and Works with respect to a temporary road closure of Sherwoodtowne Boulevard at Hurontario Street.

RECOMMENDATION

That a by-law be enacted to implement the temporary closure of Sherwoodtowne Boulevard at Hurontario Street, commencing at 7:00 a.m. on Monday, March 19, 2012, and ending at 7:00 p.m. on Monday, July 16, 2012.

9. Assumption of Municipal Services (Wards 6 and 8)

Corporate Report dated February 13, 2012 from the Commissioner of Transportation and Works with respect to the assumption of municipal services.

RECOMMENDATION

1. That the City of Mississauga assume the municipal works as constructed by the developer under the terms of the Servicing Agreement for *43M-1596, Southlawn Developments Inc.* (lands located north of Highway 403, west of Mavis Road, east of Gladebrook Crescent and south of Stargazer Drive known as *Southlawn-Phase 1 Subdivision*), and that the Letter of Credit in the amount of \$1,566,701.14 be returned to the developer and that a by-law be enacted to establish the road allowances within the Registered Plan as public highway and part of the municipal system of the City of Mississauga.

- (9.)
2. That the City of Mississauga assume the municipal works associated with a sanitary sewer connection as constructed by the developer under the terms of the Servicing Agreement for SP-08/023 (3022-3032 *Winston Churchill (GP) Limited*), (lands located north of Dundas Street West and west of Winston Churchill Boulevard), and that the Letter of Credit in the amount of \$27,906.00 be returned to the developer.

10. Mississauga BRT Project – Extension to Contract with McCormick Rankin Corporation

Corporate Report dated February 15, 2012 from the Commissioner of Transportation and Works with respect to the Mississauga BRT Project.

RECOMMENDATION

1. That the original commitment with McCormick Rankin Corporation, procurement no. FA.49.732-08 for the detailed design and construction administration of the Mississauga BRT Project be increased by \$1,600,345 for additional work required during the detailed design and tendering phase.
2. That the Purchasing Agent be authorized to execute the necessary amending documentation as prepared by the City Solicitor.

11. Mississauga Marathon 2012

Corporate Report dated February 14, 2012 from the Commissioner of Community Services with respect to the Mississauga Marathon 2012.

RECOMMENDATION

1. That the route for the 2012 Mississauga Marathon (the “Marathon”) with the finish line at Lakefront Promenade Park be approved.
2. That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute an agreement with the Landmark Sport Group Inc. (“Landmark”) to host the Marathon on Saturday, May 5 and Sunday, May 6 2012, in a form satisfactory to the City Solicitor, subject to the following conditions to be satisfied by Landmark:
 - a) Submission of a parking and traffic control plan to the satisfaction of the Transportation and Works Department and the Peel Regional Police;
 - b) Meet all requirements of the City’s special event process;
 - c) Submission of a public safety plan to the satisfaction of Peel Regional Police and Fire and Emergency Services staff;
 - d) Proof of liability insurance to be provided in a form and amount suitable to the City Solicitor and Insurance and Risk Manager;

(11.)

- e) Letters of support and acknowledgement from appropriate stakeholders including the Port Credit BIA and Clarkson BIA, as well as churches affected along the route;
- f) Submission of a public communication plan to Community Services;

3. That the Relationship Agreement be executed by March 31, 2012.

12. Control of Access to City Parks (Ward 1)

Corporate Report dated February 10, 2012 from the Commissioner of Community Services with respect to the control of access to City parks on a pilot basis at Orchard Heights Park.

RECOMMENDATION

- 1. That a pilot program to close vehicle access to Orchard Heights Park (P-019) between April 1, 2012 and November 30, 2012 in the report dated February 10, 2012 from the Commissioner of Community Services be approved;
- 2. That staff report back to General Committee with regard to the results of the pilot program.

13. Fire Protection Agreement between the City of Mississauga and the Greater Toronto Airports Authority

Corporate Report dated February 14, 2012 from the Commissioner of Community Services with respect to a Fire Protection Agreement with the Greater Toronto Airports Authority.

RECOMMENDATION

That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute and affix the Corporate Seal to a Fire Protection Agreement between The Corporation of the City of Mississauga ("City") and the Greater Toronto Airports Authority ("GTAA") including such ancillary documents and amending agreements as may be required to give further effect to the intended relationship of the parties herein, all of which must be in form and content satisfactory to the City Solicitor.

14. City of Mississauga Accessibility Plan: 2011 Annual Report, 2012-2017 Initiatives

Corporate Report dated February 15, 2012 from the Commissioner of Corporate Services and Treasurer with respect to the City of Mississauga Accessibility Plan: 2011 Annual Report, 2012-2017 Initiatives.

RECOMMENDATION

That the document titled "City of Mississauga Accessibility Plan: 2011 Annual Report, 2012-2017 Initiatives" (the "Plan") dated January 26, 2012 attached as Appendix 1 to the Corporate Report dated February 15, 2012 from the Commissioner of Corporate Services and Treasurer, be adopted.

15. Renewal of Lease of Lands at 850 Enola Avenue with Credit Valley Conservation Authority and the Sublease of a building known as Adamson House therein (Ward 1)

Corporate Report dated February 13, 2012 from the Commissioner of Corporate Services and Treasurer with respect to a renewal of lease of lands at 850 Enola Avenue with Credit Valley Conservation and the sublease of the Adamson House.

RECOMMENDATION

1. That the Realty Services Section of the Corporate Services Department be authorized to enter into negotiations with Credit Valley Conservation Authority ("CVCA") for the purposes of acquiring a long term lease renewal of the property known as the Adamson Estate located at 850 Enola Avenue, in the City of Mississauga, Regional Municipality of Peel, Ward 1.
2. That, upon completion of said negotiations, the Commissioner of Corporate Services and Treasurer be authorized to enter into a Lease Agreement or, any other form of agreement deemed appropriate by the City Solicitor, for the renewal of the lease of 850 Enola Avenue in form and content acceptable to the City Solicitor.
3. That Realty Services be authorized to select and engage a real estate broker, as deemed suitable, with specialization in commercial real estate, to secure a subtenant for the house located within 850 Enola Avenue, known as the Adamson House.
4. That, upon completion of negotiations by said real estate broker, the terms and conditions of the Sub-Lease Agreement proposed with the Sub-tenant be presented to Council for consideration and approval.

ADVISORY COMMITTEE REPORTS

Environmental Advisory Committee – Report 1-2012 – February 7, 2012
(Recommendations EAC-0001-2012 to EAC-0005-2012)

Mississauga Cycling Advisory Committee – Report 2-2012 – February 14, 2012
(Recommendations MCAC-0013-2012 to MCAC-0015-2012)

Traffic Safety Council – Report 2-2012 – February 22, 2012
(Recommendations TSC-0015-2012 to TSC-0030-2012)

COUNCILLORS' ENQUIRIES

CLOSED SESSION

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

- A. Security of the Property of the municipality or local board – Lease of City-owned Property Located at 14 Stavebank Road – Snug Harbour Foods Inc. (Ward 1)

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's Files BL.08-TRE

DATE: February 8, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Proposed Amendments to Tree Permit By-law 475-05**

GENERAL COMMITTEE

FEB 29 2012

RECOMMENDATION: That the report dated February 8, 2012 from the Commissioner of Community Services entitled "Proposed Amendments to the Tree Permit By-law 475-05" be referred to the public for consultation, followed by a final report to General Committee.

BACKGROUND: The City of Mississauga initially enacted the Tree Permit By-law in 2001 to regulate the removal of trees located on private property. The intent of the By-law is to ensure the continued sustainability of the City's urban tree canopy while respecting a property owner's right to develop their lands. As a result, when the initial By-law was enacted, a permit was required for the removal of five (5) or more trees measuring 20 cm (8 in) in diameter or greater.

In 2005, the Tree Permit By-law was amended to reduce the diameter of trees to be regulated from 20 cm (8 in) to 15 cm (6 in). Additional amendments to the By-law included alignments with new provisions to the Municipal Act and incorporating the option for financial restitution to the City of Mississauga for tree removals in lieu of planting replacement trees on site.

Since the Tree Permit By-law was last amended in 2005, various initiatives including the Strategic Plan's Green Pillar and the City's

Official Plan (2011) have highlighted the need to protect and enhance the City's natural environment. The impacts of existing (Emerald Ash Borer) and future invasive alien pests will also continue to detrimentally impact the City's urban forest. Public awareness has increased about the social, economic and health benefits of the urban forest and the role that large trees play in combating climate change. With this in mind, Council passed Resolution 0107-2011 in April 2011 directing staff to include the removal of single large trees on private property in their review of the Tree Permit By-law.

COMMENTS:**POLICY CONTEXT****Strategic Plan**

The Green Pillar for Change in the Strategic Plan identifies the need to conserve, enhance and connect natural environments in the City of Mississauga.

Official Plan (2011)

Section 6.4 of the Official Plan (2011) states "Trees are a fundamental component of a healthy city and sustainable community. As such, trees are a valuable asset to the City and contribute to community pride and cultural heritage". The Official Plan (2011) further recognizes that in order to achieve a sustainable urban tree canopy, it must be protected, maintained and enhanced. Public awareness regarding the benefits of the urban forest must also be increased. Amending the Tree Permit By-law to further promote tree protection would assist the City in achieving these goals.

The Living Green Master Plan

The Living Green Master Plan recognizes the benefits that urban forests provide for residents and wildlife in the City. In order to protect and enhance the City's urban tree canopy, Action 46 of the Master Plan directs an amendment to the Tree Permit By-law 474-05 "to include single trees and further measures to restrict tree removals and ensure consistency with the Official Plan (2011)."

Peel Region Urban Forest Strategy

As part of The Peel Region Urban Forest Strategy (2011), the Toronto and Region Conservation Authority prepared the technical report, City of Mississauga Urban Forest Study. The study estimates that the

structural value of the 2.1 million trees located in the City is \$1.4 billion when based on the cost of tree replacement. It also notes that over half of the existing tree cover is located on private residential lands.

The study identifies that approximately sixty three percent of all trees in the City of Mississauga measure less than 15 cm (6 in) in diameter. Only seven percent of the tree population has a diameter of 38 cm (15 in) or greater, with an average diameter across the City's urban forest of 15.8 cm (6.2 in).

Trees provide many benefits in an urban environment, including air pollution removal, carbon sequestration and storage, reduction of the urban heat island effect, energy savings, ultra-violet radiation protection, storm water management, higher property values and safe, walkable communities. As trees mature and increase in diameter, they add more value to the environment, store more carbon and allow for an increase in pollution mitigation.

A sustainable urban tree canopy will include healthy trees of all ages from immature, semi mature to mature trees. A tree protection program should encourage small trees to mature as well as protect large, healthy trees that contribute so many benefits to the urban environment.

MUNICIPAL BENCHMARKING

As part of a benchmarking exercise with other municipalities, staff visited with tree by-law representatives from Oakville, Markham, Richmond Hill, and Toronto (See Appendix 1). All four municipalities regulate the removal of single trees ranging from 20 cm (8in) to 76 cm (30 in) in diameter. The Town of Oakville also has a provision to allow for the removal of multiple trees per calendar year with a single permit.

PROPOSED BY-LAW AMENDMENTS

Size and Number of Trees

The proposed amendments require a permit for the removal of any individual tree 30 cm (12 in) in diameter or greater, illustrated in Appendix 2. A tree measuring 30 cm (12 in) in diameter or greater is

typically a well-established, semi-mature tree that significantly contributes to the overall health of the urban forest ecosystem. Encouraging the preservation of trees 30 cm (12 in) in diameter or greater is also consistent with the City of Toronto's Private Tree By-law. The proposed amendments relating to size and number of trees are outlined in the chart below:

	Existing Tree Permit By-law	Proposed Amendments
Individual Trees	N/A	Permit Required for trees measuring 30 cm (12 in) in diameter or greater
Multiple Trees	Permit Required for 5 or more trees 15 cm (6 in) or greater in diameter Permit is NOT required to remove 4 trees 15 cm (6 in) or greater in diameter	Permit Required for 5 or more trees 15 cm (6 in) or greater in diameter less than (12 in) in diameter Permit is NOT required to remove 4 trees 15 cm (6 in) – 29 cm (11in)

Tree Replacement Policies and Costs

The tree replacement policies associated with the By-law will also be amended to ensure the recovery of healthy, removed trees based on their diameter. Currently, healthy trees are replaced at a 1:1 ratio. The proposed amendment requires a replacement tree for every 15 cm (6 in) of caliper removed. For example, when a tree with a 45 cm (18 in) diameter is removed, three (3) replacement trees are to be provided by the landowner. Landowners will maintain the ability to financially contribute towards tree replacements through the Replacement Tree Planting Fund when re-planting is not feasible on their property. Based on the example given above and 2011 fees, the cost for 3 replacement trees will be \$1,230.00 (3 x \$410.00).

By-law Name Change

To align the Tree Permit By-Law with the notion of tree protection, staff propose renaming the By-Law the "Private Tree Protection By-Law" to better reflect its purpose and intent.

Offences and Penalties

Under Tree Permit By-law 475-05, the amount of fines that can be levied under Part VIII Offences are governed by Section 138 of the Municipal Act. Fine amounts are now dealt with under Section 429 of the Municipal Act which allows a municipality to establish a system of fines for offences in a by-law passed under the Municipal Act. Appendix 3, Part VIII of the draft By-law is strengthened by increasing the type and dollar amount of the fines to levied for contraventions as outlined below:

	Existing Tree Permit By-law	Proposed Amendments
Individuals	Trees 15 cm (6 in) or greater	Trees 15 cm (6 in)-30 cm (12 in)
	<ul style="list-style-type: none"> • \$10,000 (max) \$1,000/tree (first conviction) • \$25,000 (max) \$2,500/tree (subsequent conviction) 	<ul style="list-style-type: none"> • \$25,000 (max) \$2,500/tree (first conviction) • \$50,000 (max) \$5,000/tree (subsequent conviction)
		Trees 30 cm (12 in) or greater
		<ul style="list-style-type: none"> • \$5,000/tree (max) (first conviction) • \$10,000/tree (max) (subsequent conviction) • Total of fines may not exceed \$100,000
Corporations	Trees 15 cm (6 in) or greater	Trees 15 cm (6 in)-30 cm (12 in)
	<ul style="list-style-type: none"> • \$50,000 (max) \$5,000/tree (first conviction) • \$100,000 (max) \$10,000/tree (subsequent conviction) 	<ul style="list-style-type: none"> • \$5,000/tree (first conviction) (max) • \$10,000/tree (max) (subsequent conviction) • \$500 min fine • Total of fines may not exceed \$100,000

	Existing Tree Permit By-law	Proposed Amendments
		Trees 30 cm (12 in) or greater
		<ul style="list-style-type: none"> • \$10,000/tree (max) • \$500 min fine • Total of fines may not exceed \$100,000

Permit Fees

The proposed By-law amendments will be supported by a new fee structure. The fee structure has been amended to include a permit fee to remove single trees 30 cm (12 in) in diameter or greater (\$150.00). There is no longer a cap or maximum fee amount for the multiple tree permits. The objective of the new fee structure is to have the permit revenue cover the increased staff costs required to implement, administer and enforce the By-law.

Comparison of City of Mississauga Fees	
Existing By-law	Proposed by-law
\$320.00 for the removal of five (5) healthy trees 15 cm in diameter or greater	\$150.00 for the removal of five (5) healthy trees 15 – 29 cm in diameter.
\$71.00 each additional tree to a maximum fee of \$1,433.00	\$100.00 for each additional tree between 15 – 29 cm in diameter.
	\$150.00 for the removal of any one (1) tree 30 cm in diameter or greater
No fee associated with permits/permissions for dead, dying or hazardous trees	No fee associated with permits/permissions for dead, dying or hazardous trees

ADMINISTRATION OF THE BY-LAW

Type of Applications

In accordance with the Municipal Act, applications for tree removals have two distinct classifications;

- a) **Tree Removal Permissions:** are associated with subdivision, consent and site plan applications.

- b) **Tree Permits:** are associated with building permit applications, and non-construction related activities such as removals at the landowner's discretion and the removal of dead, dying or hazardous trees.

Since 2003, Urban Forestry has issued an average of seventy eight (78) tree permit/permission applications per year. In 2010, Tree Removal Permissions accounted for sixty seven percent of all tree removal application approvals for a total of three hundred and sixty eight (368) trees.

Volume of Applications

It is anticipated that the number of tree permission/permit applications will increase as a result of a new tree permit/permission structure requiring approval for the removal of individual trees. Using the City of Toronto as a benchmark, approximately five hundred (500) applications are anticipated to be received and approved per year, including applications to remove individual dead, dying or hazardous trees.

Volume of Contraventions

Since 2007, fourteen (14) charges have been laid as a result of contraventions to the Tree Permit By-law. To date all the cases that have been brought before the courts have resulted in convictions of the land owner and in some cases, the retained tree contractor who performed the work. There is potential for the number of by-law contraventions to increase with the proposed By-law amendment to include the requirement for a permit to remove single trees with a diameter of 30 cm (12 in) or greater.

Staff Responsibilities

In order to successfully implement and enforce the proposed By-law amendment and ensure that applications of tree removal permits/permissions can be administered in a timely manner, additional staff will be required.

COMMUNITY CONSULTATION

Wards 1 and 2 Stakeholders

At the request of Councillors Mullin and Tovey, on September 15,

2011, staff consulted with stakeholders in Wards 1 and 2 about the proposed amendments to the Tree Permit By-law. The following items in bold represent the major comments that were discussed, followed by staff's response:

The current limit of four (4) trees per calendar year without a permit is far too generous, especially if larger trees are involved.

The proposal to regulate the removal of any tree 30 cm (12) in diameter or greater will significantly reduce the number of trees to be removed without a permit.

There is a loophole in the use of a "calendar year" that could result in a property owner removing four (4) trees late in one calendar year and four (4) more early in the next calendar year.

The alternative to the use of the calendar year as a timeframe would be to issue tree permits on an annual basis. Property owners would need to notify Urban Forestry when trees are being removed to ensure that the provisions of the By-law are being followed, the City would need to record and to monitor specific removal dates on each property which is more complex. The increased administrative tracking would require additional staff resources would be required to monitor and verify these notifications of tree removal.

The use of the calendar year as a time frame for the permit is simple for property owners and tree companies to understand and for Urban Forestry to process and enforce. The permit requirement for any single tree 30 cm (12 in) in diameter or greater will also reduce the number of trees being removed because of the calendar year time frame.

There is no requirement for a public notification period or a mechanism for interested persons to comment prior to tree removal.

The Municipal Act does not require a public notification period prior to the issuance of a tree removal permit. The current requirement under the By-law for a property owner to post the permit at the time of tree removal will continue. Adjacent neighbours are also consulted during the permit review when the base of a tree to be injured or removed straddles a joint property line.

However residents may comment on tree preservation issues through

the public meetings associated with The Planning Act and rezoning and subdivision applications.

The replacement tree policies need to be strengthened.

Under the proposed amendments, the replanting provisions will be strengthened so that one (1) replacement tree may be required for every 15 cm (6 in) removed.

An application to remove trees should not guarantee a permit will be issued.

The decision to permit the removal of a tree will be based on an on-site inspection by Urban Forestry staff.

The current penalties do not serve as a deterrent for the removal of trees without a permit

The proposed provisions ensure that contraventions, fines and restitutions are aligned in the amended By-law when involved with non-compliant sites. This includes increasing the dollar amount of the

fines that can be charged for removing a tree without a permit as outlined in the chart under Offences and Penalties on page 5.

Fines for cutting without a permit should include fines to the company doing the cutting.

The property owner and tree cutting companies are currently both charged for any offences.

City-Wide Consultation

Staff recommend that City-wide consultation take place to seek input from the public about the proposed amendments to the Tree Permit By-Law. It is anticipated that three (3) public information sessions will be held. Following this public consultation, staff will make final recommendations regarding the proposed amendments to the Tree Permit By-law at a future meeting of General Committee.

STRATEGIC PLAN: The Green Pillar for Change in the Strategic Plan identifies the need to conserve, enhance and connect natural environments in the City of Mississauga.

FINANCIAL IMPACT: Costs to implement the proposed amendments to the Tree Permit By-law and an associated permit fee structure is expected to be a revenue neutral tree protection program by covering for additional resources required for administration. Resources to implement the draft by-law will be included in the report back to Council.

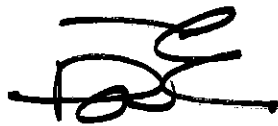
CONCLUSION: The Tree Permit By-law is an important tool for tree protection. The proposed by-law amendments to regulate the removal of single trees 30 cm (12 in) or greater in diameter and regulate the removal of five (5) or more trees measuring 15cm (6in) – 29 cm (11 in) in diameter will strengthen the City's ability to enhance the tree canopy cover.

The additional fees projected from the increased number of applications processed will cover the cost to administer and enforce the By-Law to ensure its continued sustainability.

Public meetings will be conducted to seek input from residents, business owners and tree cutting companies about the proposed amendments before returning to General Committee with final recommendations on how to strengthen Tree Permit By-law 475-05 and resources for implementation.

ATTACHMENTS:

- Appendix 1: Benchmarking and Comparison of Tree Permit By-laws
- Appendix 2: Tree Diameter Gauge
- Appendix 3: Draft Amendments to Tree Permit By-Law 475-05



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

Prepared By: Jane Darragh, OALA, MCIP, Planner, Park Planning

Benchmarking and Comparison of Tree Permit By-laws

	Town of Markham Tree Preservation By-Law 2008-96	Town of Oakville Tree Protection By- Law 2009-145	Town of Richmond Hill Tree Preservation By-Law 1015	City of Toronto Private Tree By- Law Article III of Chapter 813	City of Mississauga Tree Permit By-Law 474-05 (Existing)	City of Mississauga (Proposed)
Individual Tree Policies	Permit required for individual trees measuring 20cm in diameter or greater	Permit required for individual trees measuring 76cm in diameter or greater	Permit required for individual trees measuring 20cm in diameter or greater	Permit required for individual trees measuring 30cm in diameter or greater	N/A	Permit required for individual trees measuring 30cm in diameter or greater
Multiple Tree Policies	N/A	Permit required for the removal of 5 or more trees 20cm in diameter or greater	N/A	N/A	Permit required for the removal of 5 or more trees 15cm in diameter or greater	Permit required for the removal of 5 or more trees 15cm in diameter or greater

Mississauga Tree Diameter Gauge



To use the Tree Gauge:

To determine if the diameter range of the tree to be injured or removed, place the gauge around the trunk of the tree at a height of 140 cm (55 in.) above the ground.

If you wish to measure the exact diameter, measure the circumference and divide by 3.14.

No permit is required to remove or injure:

- Any tree(s) with a diameter 15 cm (6 in.) or less or,
- Up to four (4) trees each with a diameter between 15 cm (6 in.) and 30 cm (12 in.) in one calendar year.

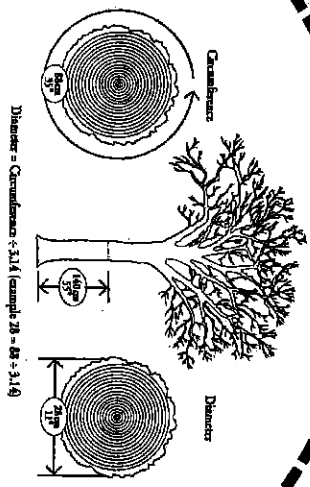
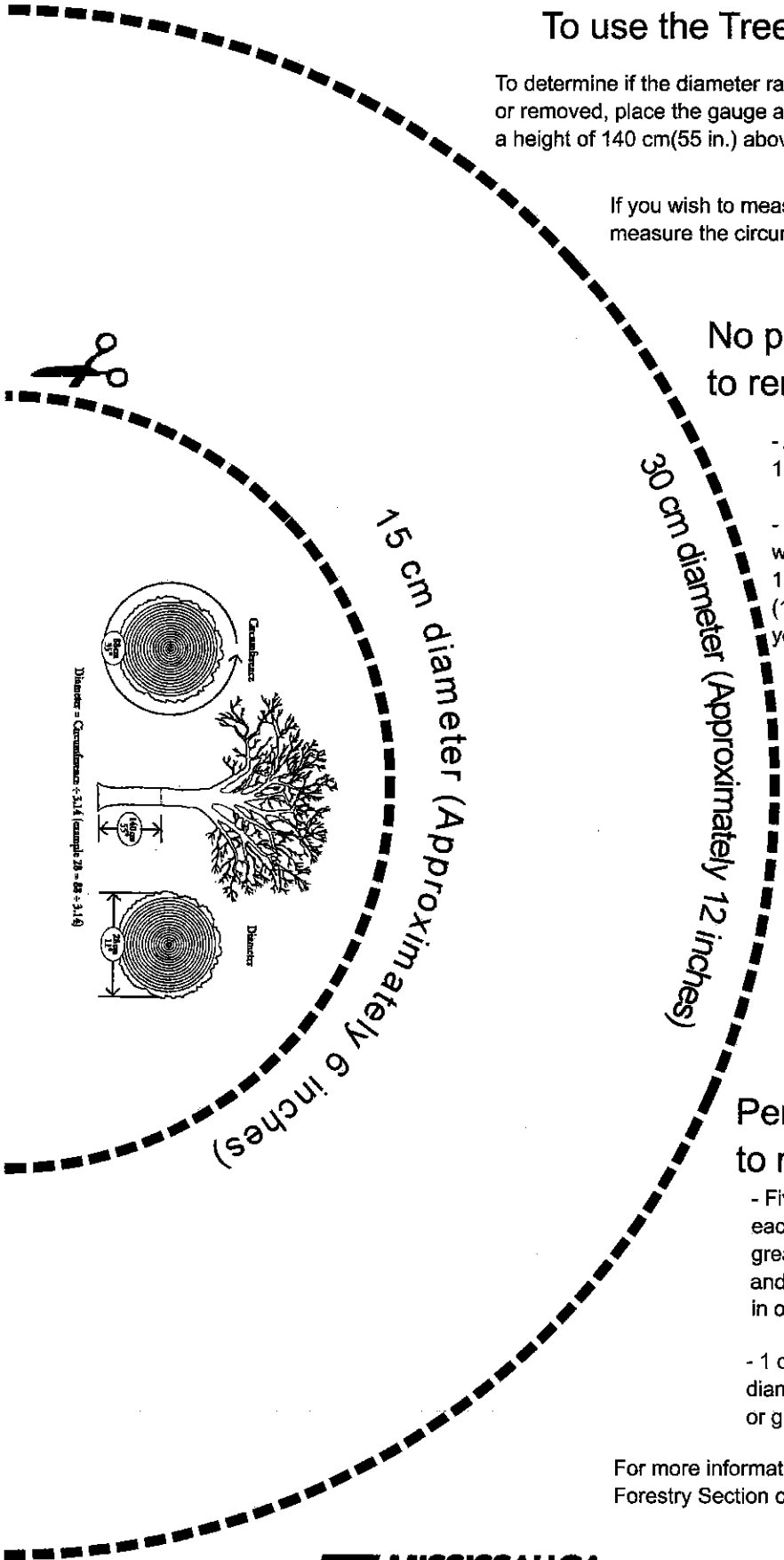
Permit is required to remove or injure:

- Five (5) or more trees each with a diameter greater than 15 cm (6 in.) and less than 30 cm (12 in.) in one calendar year.
- 1 or more trees with a diameter 30 cm (12 in.) or greater.

For more information please call the Forestry Section of the City of Mississauga at

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Appendix 2



A bylaw to prohibit and regulate
and protect the destruction or
injuring of trees

WHEREAS section 8 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended ("*Municipal Act, 2001*") provides that the powers of a municipality under any act shall be interpreted broadly so as to confer broad authority on a municipality to enable it to govern its affairs as it considers appropriate;

AND WHEREAS section 11(2) 5. of the *Municipal Act, 2001* provides that a local municipality may adopt by-laws for the economic, social and environmental well being of the municipality;

AND WHEREAS section 11(3) 5. of the *Municipal Act, 2001* provides that a local municipality may pass a by-laws in the areas of culture, parks, recreation and heritage;

AND WHEREAS, without limiting the broad municipal powers, sections 135 to 141 of the *Municipal Act, 2001* provide municipalities with further authority to regulate and prohibit the destruction or injuring of trees;

AND WHEREAS section 429 (1) of the *Municipal Act, 2001* provides that a municipality may establish a system of fines for a by-law passed under the *Act*;

AND WHEREAS section 436 of the *Municipal Act, 2001* provides that a municipality may pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law or an order made pursuant to the by-law.

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that a municipality may make an order to require a Person to discontinue contravening a by-law and to do the work required to correct the contravention;

AND WHEREAS section 445 of the *Municipal Act, 2001* provides that a municipality may make an order requiring a Person who contravened a by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that a municipality may proceed to do things at a Person's expense which that Person is otherwise required to do under a by-law but has failed to do and the costs incurred by a municipality may be recovered by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS the Council of The Corporation of the City of Mississauga ("Council") recognizes the ecological and aesthetic value of trees and is desirous of managing the injury and destruction of trees;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

PART I: DEFINITIONS

1. In this By-law,

“Arborist” means a person with a diploma or degree involving arboriculture from an accredited college or university, a Registered Professional Forester, an accredited Certified Arborist under the International Society of Arboriculture or with a demonstrated history of tree preservation experience or a Registered Consulting Arborist with the American Society of Consulting Arborists;

“Arborist Report” means a report prepared by an Arborist which provides details on the species, size, and health of a Tree to be Destroyed, Injured, removed or retained and describes tree protection measures or other mitigating measures to be implemented;

“Calendar Year” means the timeframe from the beginning of January 1 to the end of December 31 of that same year;

“Commissioner” means the Commissioner of Community Services or his/her designate;

“City” means The Corporation of the City of Mississauga or where the context requires the geographical jurisdiction of the City of Mississauga;

“Council” means the elected Council of the City;

“Dead” means a Tree that has no living tissue;

“Destroy” or “Destruction” means to cause directly or indirectly, the removal, ruin, uprooting or death of a Tree whether by accident or by design, and includes the removal, ruin, uprooting or death of a Tree caused by any one or more of the following activities:

- (a) removing, cutting, girdling, or smothering of the Tree or roots;
- (b) interfering with the water supply;
- (c) setting fire to a Tree;
- (d) the application of chemicals on, around, or near the Tree;
- (e) compaction or re-grading within the tree protection zone up to any existing paved surfaces;
- (f) damage caused by new development or construction related activities including driveways;
- (g) storing any materials within a tree protection zone; or
- (h) neglect;

“Diameter” means:

- (a) the measurement of the diameter of the trunk of a Tree measured from outside the bark at a height of 1.4 metres above existing grade of the ground adjoining its base; or
- (b) where there are multiple stems on a Tree, the total of the diameters of the stems measured from outside the bark on each stem at a height of 1.4 metres above existing grade of the ground adjoining its base;

“Dying” means a Tree that is terminally diseased or will no longer be viable to maintain in a safe or healthy condition;

“Emergency Work” means work necessary to terminate an immediate danger to life or property and includes work associated with watermain repairs, utility repairs and structural repairs to a building where the work is necessary to terminate an immediate danger to life or property;

“Golf Course” means an area of land laid out and operated as a golf course and includes putting greens and driving ranges;

“Government Body” means the City of Mississauga, Regional Municipality of Peel, a conservation authority established under provincial legislation and any Ministry or agent of the Federal or Provincial government;

“Hazard” means a tree that is a potential safety concern to property or life but not an immediate threat;

“Heritage Advisory Committee” means the advisory committee of Council which makes recommendations on the identification, conservation, preservation and designation of the City’s cultural heritage property;

“Heritage Tree” means a Tree that has received designation under Part IV of the *Ontario Heritage Act, 2005*, S.O. 2006, c.6, as amended;

“Hoarding” means a fence or similar structure used to enclose a portion of a property to protect an existing Tree(s) or other vegetation;

“Injure” or “Injury” means to cause, directly or indirectly, whether by accident or design, lasting damage or harm to a Tree, and includes any damage or harm to a Tree caused by one or more of the following activities:

- (a) removing, cutting, girdling, or smothering of the Tree or roots;
- (b) interfering with the water supply;
- (c) setting fire to a Tree;
- (d) the application of chemicals on, around, or near the Tree;
- (e) compaction or re-grading within the tree protection zone up to any existing paved surfaces;
- (f) damage caused by new development or construction related activities including driveways;
- (g) storing any materials within a tree protection zone; or
- (h) neglect;

“Lot” means a parcel of land having specific boundaries which is capable of legal transfer;

“Nursery” means a Lot on which the principal business of selling plants, shrubs, and Trees occurs;

“Officer” means a person employed by the City to perform the duties of enforcing By-laws and appointed by Council as a Municipal Law Enforcement Officer as designated in the City of Mississauga By-law 299-04, as amended, or its successors;

“Owner” means the registered owner of a Lot, and his or her respective successors and assigns, or his or her agent;

“PDC” means the City of Mississauga Planning and Development Committee;

"Permit" means a permit issued under this By-law to Injure or Destroy a Tree on private property within the City;

"Person" means an individual, a corporation, a partnership, or an association and includes the directors and officers of a corporation;

"Pruning" means the appropriate removal of not more than one-third of the live branches or limbs of a Tree or more than one-third of the live branches or limbs on a Tree as part of a consistent annual pruning program;

"Replacement Tree(s)" means a tree(s) that is required under this By-law to replace an existing Tree that is approved for Destruction;

"Replacement Tree Planting Fund" means the fund set aside for the purpose of planting Trees in locations within the City other than the Lot where a Tree has been Injured or Destroyed; and

"Tree" means a self-supporting woody plant which may reach a height of at least 4.5 metres at maturity.

PART II: SCOPE

2. This By-law shall apply to all private property within the City.

PART III: ADMINISTRATION AND ENFORCEMENT

3. The Commissioner shall be responsible for the administration and enforcement of this By-law, which shall include, but not be limited to, the administration and management of the City's Replacement Tree Planting Fund.
4. The Commissioner shall prescribe all forms necessary to implement this By-law, and may amend such forms from time to time as the Commissioner deems necessary.

PART IV: APPLICATION FOR DESIGNATION UNDER THE ONTARIO HERITAGE ACT

5. An application to designate a Tree(s) to be of cultural heritage value or interest shall be made in accordance with the *Ontario Heritage Act, 2005*.

PART V: GENERAL PROHIBITION AND EXCEPTIONS

6. (1) No Person shall Injure or Destroy a Heritage Tree unless they receive approval to do so under the requirements of the *Ontario Heritage Act, 2005*.
- (2) No Person shall Injure or Destroy:
 - (a) a Tree with a Diameter of 30 centimetres or greater on a Lot without first obtaining a Permit pursuant to this By-law; or
 - (b) 5 or more Trees each with a Diameter greater than 15 centimetres and less than 30 centimetres on a Lot within one Calendar Year without first obtaining a Permit pursuant to this By-law.
- (3) Despite subsection (2), a Permit is not required to Injure or Destroy a Tree:

- (a) if the number of Trees with a Diameter greater than 15 centimetres and less than 30 centimetres being Injured or Destroyed on the Lot in a Calendar Year is 4 or less;
- (b) where the Tree has a Tree Diameter of 15 centimetres or less;
- (c) for Emergency Work;
- (d) as a result of activities or matters undertaken by a Governmental Body or a school board for the construction of a school building or part thereof;
- (e) for the purpose of Pruning the Tree;
- (f) for Trees located on rooftop gardens, interior courtyards, or solariums;
- (g) for Trees on a Nursery or Golf Course;
- (h) by a Person licensed under the *Surveyors Act* to engage in the practice of cadastral surveying or his agent while making a survey;
- (i) for the purpose of satisfying a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act*, as may be amended or replaced from time to time, or as a requirement of an agreement entered into under the regulation;
- (j) for the purpose of satisfying a condition to the approval of a site plan, a plan of subdivision, or a consent under sections 41, 51, and 53 of the *Planning Act*, as may be amended or replaced from time to time, or as a requirement of a site plan or subdivision agreement under those sections of the Act;
- (k) where the removal of a Tree(s) is specifically required in an order made under the City's Property Standards By-law;
- (l) by a transmitter or distributor as defined in the *Electricity Act, 1998* for the purpose of constructing and maintaining a transmission system or a distribution system, as defined under that Act;
- (m) if an approval has been provided under subsection 6 (1); or
- (n) where the removal of a dead or dying Tree(s) is required for an Owner to comply with the requirements of a Province of Ontario Registered Management Forestry Plan that specifically encompasses the Owner's Lot.

PART VI: PERMIT

- 7. Where an Owner applies for a Permit for the Injury or Destruction of a Tree(s) on the Owner's Lot, he or she shall submit the following to the Commissioner:
 - (a) a completed application form;
 - (b) a plan to the satisfaction of the Commissioner illustrating the Trees to be Injured or Destroyed, the Tree(s) to be retained, and any other measures to be taken in relation to the Injury or Destruction of the Tree(s) or Tree preservation, as required by the Commissioner;
 - (c) the fees as described in the current City of Mississauga Fees and Charges By law;
 - (d) an Arborist Report, if required by the Commissioner;

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- (e) the written consent of the adjacent property Owner if the base of the Tree(s) to be Injured or Destroyed is partially located on the adjacent property Owner's property; and
 - (f) the written consent of the Owner of the Lot where the subject Trees are located, if the Person who is applying for the Permit is not the Owner of the Lot.
8. If an applicant for a Permit under section 7 does not provide all the required documentation to the Commissioner within the timeframe as specified by the Commissioner, or if the application is 2 years old, the applicant shall be deemed to withdraw the application and shall not be entitled to any refunds of any payments made.
9. Despite section 8, the Commissioner may extend the timeframe for an application where the Commissioner determines that the applicant is actively taking steps to move the application forward.

PART VII – ISSUANCE OF A PERMIT

10. The Commissioner may issue a Permit for any one or more of the following reasons:
- (a) the Tree is Dead or Dying;
 - (b) the Tree is a Hazard;
 - (c) the Tree location conflicts with any of the following:
 - (i) the proposed building permit plans that comply with the zoning of the land;
 - (ii) a proposed pool enclosure; or
 - (iii) the expansion of parking areas that complies with the zoning of the land;
 - (d) there will be no negative impact on flood or erosion control, or slope stability;
 - (e) the Lot on which the Tree is located is designated under the *Ontario Heritage Act, 2005* and a written report by the City's Heritage Coordinator has been provided, indicating that:
 - (i) the Tree is not relevant to the heritage designation of the Lot; or
 - (ii) the Tree is relevant to the heritage designation of the Lot but the City's Heritage Advisory Committee has approved the Injury or Destruction of the Tree, or
 - (f) the Injury or Destruction of the Tree is otherwise acceptable to the Commissioner.
11. (1) The Commissioner may issue a Permit subject to conditions which may include but are not limited to any one or more of the following:
- (a) the requirement for a Replacement Tree(s);
 - (b) satisfactory plans for Tree preservation and replanting; and
 - (c) Hoarding to be provided around a Tree(s) not subject to Injury or Destruction, and plans indicating the location and type of Hoarding to the satisfaction of the Commissioner.
- (2) Where the planting of a Replacement Tree(s) has been imposed as a condition, the Commissioner may require any one or more of the following:

- (a) a Replacement Tree for every 15 cm of Tree Diameter removed;
 - (b) the Replacement Tree(s) be located on the same Lot in a location, number, size; and/or species to the satisfaction of the Commissioner;
 - (c) a replanting plan be filed to the satisfaction of the Commissioner;
 - (d) a written undertaking by the Owner to carry out the replacement planting;
 - (e) monies or a letter of credit in a form satisfactory to the Commissioner be delivered to the Commissioner to cover the costs of the Replacement Trees, and the maintenance of the Tree(s) for a period of up to 2 years; or
 - (f) payment of each Replacement Tree not replanted on the Owner's Lot be made into the City's Replacement Tree Planting Fund. The payment for each such Tree shall be the cost of each street Tree planting as provided in the applicable City of Mississauga Fees and Charges By-law.
12. (1) A Permit shall be valid for a maximum of one (1) year from the date of issuance.
- (2) For the purposes of this By-law, a Permit holder includes any one or more of the following:
- (a) the Owner of a Lot;
 - (b) an agent that has obtained a Permit on behalf of the Owner; and
 - (c) any person conducting any work pursuant to a Permit.
13. (1) A Permit holder shall comply or ensure the compliance of all the provisions and conditions of the Permit and this By-law.
- (2) In addition to subsection (1), a Permit holder shall ensure that the Permit is securely posted on the Lot from which the Trees are to be Injured or Destroyed, in a location visible from the street for the period during which work is undertaken to Injure or Destroy a Tree.
14. The issuance of a Permit under this By-law does not relieve any person from the necessity of acquiring any other license or permit or complying with any other applicable laws, by-laws, regulations, and requirements of other governmental authority.

PART VIII – REFUSAL OF A PERMIT

15. Where the Commissioner has decided not to issue a Permit under sections 10 or 11, the application for the Permit has been refused.
16. In addition to section 15, the Commissioner may refuse to issue a Permit, for any one or more of the following reasons:
- (a) where the application for a Permit is incomplete;
 - (b) where an application for rezoning, a consent, a minor variance, a plan of subdivision or a site plan to the land on which the Tree is located has been submitted to the City but has not received final approval;
 - (c) where the Tree is an endangered, threatened or special concern Tree species as defined in the provincial *Endangered Species Act, 2007*, S.O. 2007, c.6, as may be amended or replaced from time to time;

- (d) where the Tree belongs to a Tree species of special concern, as defined in the *Species at Risk Act, 2002*, S.C. 2002, c. 29, as may be amended or replaced from time to time;
 - (e) where environmentally sensitive areas, ecological systems, natural landforms or contours will not be adequately protected and preserved;
 - (f) where significant vistas will not be adequately protected and preserved; or
 - (g) where the Tree is relevant to the heritage designation of a Lot as determined by the City's Heritage Coordinator.
17. If the Commissioner refuses to issue a Permit, he or she shall advise the Owner and provide the Owner with written reasons for the refusal.

PART IX – PERMIT REVOCATION

18. The Commissioner may revoke a Permit at any time, for any one or more of the following reasons:
- (a) the Permit was issued because of mistaken, false, or incorrect information received from the Owner;
 - (b) the Owner has failed to comply with any conditions attached to the Permit;
 - (c) the Owner has failed to comply with any order issued under this By-law; or
 - (d) the Owner has failed to comply with any of the provisions in this By-law.
19. The Permit holder of a revoked Permit shall immediately cease or ensure the immediate cessation of all the activities for which a Permit has been issued upon revocation of the Permit.
20. Where a Permit holder of a revoked Permit has Injured or Destroyed any Tree under the revoked Permit, the Permit holder may be ordered to replace the Tree at the expense of the Permit holder.
21. If the Permit holder fails to comply with an order made under section 20 the City may replace the Tree and use any securities posted by the Permit holder under the revoked Permit to pay for any costs associated with carrying out the work.
22. If the costs incurred by the City in carrying out any work under section 21 are greater than the securities posted by the Permit holder under the revoked Permit, any costs not covered by the securities shall be a debt owed by the Permit holder to the City and the City may recover the costs of carrying out the work by adding the costs to the tax roll of the property in question and collecting them in the same manner as property taxes.
23. A Permit is the property of the City and is not transferable unless otherwise authorized by the Commissioner.

PART X: ORDER

24. (1) If an Officer determines that a Person has caused or permitted the contravention of this By-law, the Officer may issue an order requiring the Person who caused or permitted the contravention to discontinue the contravention.
- (2) An order issued under subsection (1) shall include:
- (a) the particulars of the contravention;

- (b) the steps necessary to rectify the contravention; and
 - (c) the date by which there must be compliance with the order.
25. Without limiting subsection 24 (1) an order may be issued to a Person to immediately cease and desist all work relating to the Injury or Destruction of a Tree without a Permit.
 26. (1) Without limiting subsection 24 (2)(b) the order may require that any Injured or Destroyed Tree be replaced on the Lot with a Replacement Tree, and further specify the species and location of any Replacement Tree.
 - (2) Where an Officer determines that an Injured or Destroyed Tree cannot be replaced on the Lot, the Officer may order that the Replacement Tree be located on City property in area to be determined by the Officer or that payment in lieu of the replacement Tree be provided to the City's Replacement Tree Planting Fund.
 27. An order may be served by:
 - (a) delivering it personally to the Owner and/or the Person conducting work on the Owner's property;
 - (b) sending it by registered mail to the last known address of the Owner, which service shall be deemed five (5) days after mailing; or
 - (c) posting it on the Owner's property.
 28. (1) No Person shall fail to comply with an order.
 - (2) If the Person fails to comply with an order the City may replace the Tree and use any securities posted by the Person to pay for any costs associated with carrying out the work required under the order.
 - (3) If no securities are posted by the Person or if the securities posted are insufficient to cover the costs incurred by the City in carrying out any work where the Person has failed to do so under an order, the costs incurred by the City shall be a debt owed by the Person to the City and the City may recover the costs of carrying out the work by adding the costs to the tax roll of the Lot in question and collecting them in the same manner as property taxes.

PART XI: APPEAL TO PDC

29. An Owner who has been refused the issuance of a Permit may appeal the refusal to the PDC within 30 days after the issuance of the Permit by sending a written request with reasons for the appeal and the applicable appeal fee, in person or by registered mail, to the City Clerk.
30. For greater clarity, section 29 does not include an appeal of any condition under a Permit.
31. For the purposes of section 29, a written request shall include reasons for the appeal and the applicable appeal fee as provided under the City's current General Fees and Charges By-law.
32. An appeal shall not be processed if the Owner fails to provide written reasons for the appeal or the applicable fee has not been paid.
33. Where an appeal date before the PDC has been scheduled and the appellant who has been given notice of the hearing does not attend at the appointed time and place, the PDC may proceed in the absence of the appellant and the appellant will not be entitled to any further notice in the proceedings.

34. (1) The PDC may uphold or reverse or vary the Commissioner's decisions, and/or may subject the appellant to conditions as the PDC deems appropriate. The PDC shall set out the reasons of its decision in writing.
- (2) Council may uphold or reverse PDC's decision, or do any act or make any other decision as it deems appropriate.
- (3) Council's decision is final and binding.
35. An appeal made under this Part does not act as a stay of any order issued under this By-law, which shall take effect on the day it is served or deemed served, and shall continue to be effective until Council renders a decision indicating otherwise.

PART XII - INSPECTION

36. An Officer acting under this By-law may, at any reasonable time, enter and inspect any property, including all buildings and structures thereon, to determine any one or more of the following:
- (a) whether there is compliance with this By-law;
- (b) whether there is compliance with a Permit issued under this By-law;
- (c) whether there is compliance with any conditions that may be attached to a Permit; or
- (d) whether there is compliance with any order issued under this By-law.

PART XIII: OFFENCE AND PENALTY

37. Every Person who contravenes any provision of this By-law, including an order made under this By-law, is guilty of an offence and is liable to a fine, including the fines set out in this Part, and such other penalties as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended and the *Municipal Act, 2001*, as each may be amended from time to time.
38. For the purposes of section 40 and 41 the Injuring or Destroying of more than one Tree in contravention of this By-law or an order made under this by-law shall be designated as a multiple offence.
39. (1) Any Person who contravenes any provision of this By-law or an order is guilty of an offence and is liable:
- (a) on a first conviction, to a fine of not more than \$25,000; and
- (b) on any subsequent conviction, to a fine of not more than \$50,000.
- (2) Notwithstanding subsection (1), where the Person convicted is a corporation, it is liable:
- (a) on a first conviction, to a fine of not more than \$50,000; and
- (b) on any subsequent conviction, to a fine of not more than \$100,000.
40. (1) Any Person who Injures or Destroys more than one Tree between 15 centimetres and 30 centimetres in Diameter in contravention of this By-law or an order is guilty of an offence and is liable:
- (a) on a first offence to a fine of not more than \$2,500 per Tree, and
- (b) on any subsequent conviction, to a fine of not more than \$5,000 per Tree.

- (2) Notwithstanding subsection (1), where the Person convicted is a corporation, it is liable:
- (a) on a first conviction, to a fine of not more than \$5,000 per Tree; and
 - (b) on any subsequent conviction, to a fine of not more than \$10,000 Tree.
- (3) The minimum fine for subsections 40 (1) and (2) shall be \$500 per Tree.
- (4) The total of all fines in either subsections 40 (1) or (2) may exceed \$100,000.
41. (1) Any person who Injures or Destroys more than one Tree that is 30 centimetres or greater in Diameter in contravention of this By-law or an order is guilty of an offence and is liable:
- (a) on a first offence to a fine of not more than \$5,000 per Tree, and
 - (b) on any subsequent conviction, to a fine of not more than \$10,000 per Tree.
- (2) Notwithstanding subsection (1), where the Person convicted is a corporation, it is liable to a fine of not more than \$10,000 per Tree.
- (3) The minimum fine for subsections 41 (1) and (2) shall be \$500 per Tree.
- (4) The total of all fines in either subsections 41 (1) or (2) may exceed \$100,000.
42. In addition to any regular fine for an offence under this By-law, a Person, which includes a corporation for the purposes of this section, is liable to a special fine where the Person has obtained or can obtain an economic advantage or gain from the contravention of any provision of this By-law or order made under this By-law. The minimum fine under this section shall be \$500 and the maximum fine may exceed \$100,000.
43. If a person is convicted of an offence for contravening the provisions of this By-Law, or an order issued pursuant to this By-Law, in addition to any fine, the Court in which the conviction has been entered, may order the person to correct the contravention, which may include but is not limited to: planting or replanting such Tree(s) in such manner and within such time period as the Court considers appropriate, such as replacement of a comparable species and /or payment of the Tree(s) amenity value as determined by the Commissioner.

PART XIV: VALIDITY AND INTERPRETATION

44. Words importing the singular number shall include the plural, and words importing the masculine gender shall include the feminine, and the converse of the foregoing also applies, unless the context of the By-law otherwise requires.
45. If a court of competent jurisdiction declares any provisions or part of a provision of this By-law to be invalid or to be of no force and effect, it is the intention of Council in enacting this By-law that the remainder of this By-law shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

PART XV: EFFECTIVE DATE & REPEAL

46. This By-law shall come into force and effect on the date that it is enacted.
47. After the effective date of this By-law, By-law 0474-2005, as amended shall apply only to properties where a complete Tree Permit application was received prior to the

effective date of this By-law or if an order or Permit has been issued prior to the effective date, and then only to such properties until such time as the work or actions prescribed pursuant to the order or Permit have been completed or otherwise been concluded.

PART XVI: SHORT TITLE

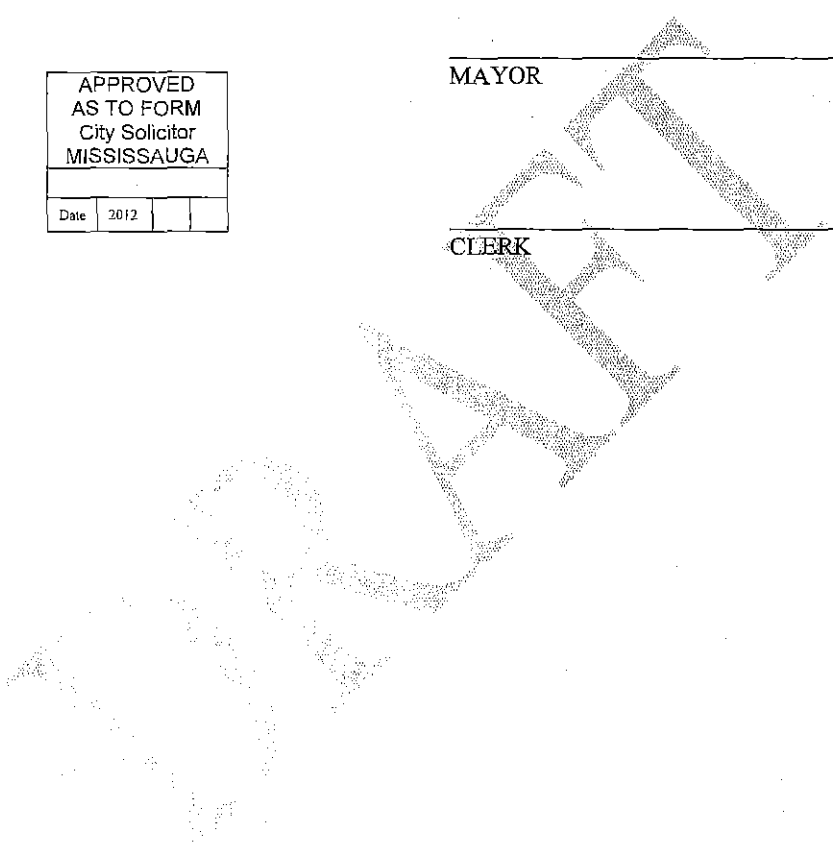
48. This By-law may be referred to as the "Private Tree Protection Bylaw".

ENACTED and PASSED this day of , 2012.

APPROVED AS TO FORM City Solicitor MISSISSAUGA			
Date	2012		

MAYOR

CLERK





Corporate Report

Clerk's Files

Originator's
Files

DATE: February 15, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Tourism Agreement for Mississauga Toronto West Tourism (MTWT)**

GENERAL COMMITTEE

FEB 29 2012

RECOMMENDATION: That the Commissioner of Community Services be authorized to execute and renew the Services Agreement between the Corporation of the City of Mississauga and the Toronto Convention and Visitors Association, dated April 16th, 2008 (the "Agreement") as provided by the Amending Agreement dated December 15, 2009, in a form satisfactory to the City Solicitor.

BACKGROUND: Council approved an amending agreement to the Services Agreement at a Council meeting of December 9, 2009 through Bylaw 0376-2009 "A by-law to authorize the execution of an Amending Agreement to renew and amend the Services Agreement, Toronto Convention & Visitors Association (Tourism Toronto). GC-0787-2009/December 2, 2009 PR.13.Tor.

The Services Agreement in the amount of \$145,400 with the Toronto Convention & Visitors Association (Tourism Toronto) provides for a tourism office within the City of Mississauga under the Mississauga Toronto West Tourism structure in which Mississauga working with a Chair of the Tourism committee, appointed members by Council and the MTWT Manager, Mr. Robert Kawamoto.

COMMENTS:

The following are the key elements of the renewed Services Agreement:

- Continue provision of an office in Mississauga on 2560 Matheson Blvd. East, as the base for Mississauga Toronto West Tourism efforts.
- Dedication of Mr. Robert Kawamoto as the Manager responsible for tourism staff resources to meet tourism needs in Mississauga.
- Support of the following major tourism sectors related to visitors:
 - Hotel and Motels
 - Sport events, meetings and conventions
 - Festivals and Events
 - Shopping and attractions
 - Marketing, promotion, and media
- Investment in Events and Festivals in Mississauga.
- Production of print material promoting Mississauga now consistently produced and located within Mississauga hotels. The key publication is the annual Official Mississauga Visitor Guide.
- Working with Recreation & Parks staff to house an information database of all tourism venues, calendar of events, web based information and special promotions throughout the year featuring venues, events and promotions of interest about Mississauga.
- Continue a working tourism committee between City Staff, SMG staff and LAC staff. The groups work to coordinate City event schedules, Hershey and major sport tournaments and potential new activity including potential partnering on events or festivals.

Major outputs in 2011:

1. Provided \$42,000 to the Mississauga Marathon, Telus Mosaic Festival, and the Mississauga Waterfront Festival in marketing and promotional funding.

2. Produced and distributed 140,000 copies of 2011-2012 Mississauga's Official Visitor Guides in key traveller distribution points from Windsor to Montreal, including Pearson International Airport.
3. Provided \$30,000 in event sponsorship and complimentary event hospitality services for the 2011 Master Card Memorial Cup.
4. Surpassed 2011 overnight accommodation (room nights) target of 60,000 room nights at 61,936 or 103%.
5. MTWT industry membership has grown from 41 local businesses in 2007 to 134 in 2011.

- Confirmed Mississauga Toronto West Tourism Advisory Committee for 2011 -2013 term:

(4) City of Mississauga - Councillor Pat Saito - Advisory Chair;
Paul Mitcham; Larry Petovello; John Rydjewski

(1) Sport Venue – Mike Hamilton - Hershey Sport Zone

(1) Retail Industry – Nance MacDonald – Erin Mills Town Centre

(1) Food and Beverage Industry – Restaurant

(3) Hotel Representatives – Toni Frankfurter - Waterside Inn,
Debbie Stellinga – Novotel Mississauga, Laura Pallotta - Delta
Meadowvale

(1) Convention Centre – Michael Prescott - International Centre

(2) Media and Event Promotions – Jake Dheer – Rogers; Elliot
Kerr – Landmark Productions

(1) Board of Trade – Sheldon Leiba

(1) Mississauga Arts – Jayme Gaspar – Heritage Mississauga

(1) Tourism Toronto Representatives – Robert Kawamoto

- Support for the hosting of the International Indian Film Awards (IIFA - Bollywood) hosted by the GTA with specific sites at Toronto, Mississauga and Brampton.
- Hosted or will be hosting the following significant meetings, conventions and sport events:
 - 2011 March–Gymnastics Mississauga–Elite Canada for Men
 - 2011 May - Master Card Memorial Cup of Hockey

- 2011 May – Mississauga Marathon
- 2011 June – Mississauga Canada Cup of Soccer
- 2011 July – IIFA (Bollywood)
- 2011 World Bodybuilding Fitness Federation Show
- 2011 July – Canadian Table Tennis Championships
- 2011 October - Skate Canada International Grand Prix
- 2011 November - Canadian Olympic Committee
- 2012 January - Acklands Granger
- 2012 March - OFSAA – Girls Hockey Tournament
- 2012 October – Ontario Folk Festivals

As per section 2.2, the Services Agreement, provided that there are no amendments to be made to the Services Agreement, it shall renew for a further term of (1) year:

2.2 Renewal Term

If by the end of the Initial Term this Agreement has not been terminated in accordance with its termination provisions, and neither party hereto has served on the other party a notice of intention to amend this Agreement as provided in paragraph (2) of this Section 2.2, then this Agreement will be automatically renewed for a subsequent term of one (1) year. If this Agreement is automatically renewed aforesaid, the terms of each such renewal shall be identified as a “Renewal Term” and the Agreement, as renewed, shall be subject to all the terms and provisions of this Agreement, including, without limitation, the rights of termination, amendment and further renewal. The term of the current Services Agreement is set to end on December 31, 2010 and therefore, the renewed Services Agreement will be effective from January 1, 2012 to December 31, 2012.

FINANCIAL IMPACT: No cost changes are proposed for the 2012 service year. A budget amount of \$145,400 is within the 2012 current budget submission for this Service Agreement.

CONCLUSION: The Mississauga Toronto West Tourism (MTWT) agreement conditions for 2011 have all been met, and an amending agreement suitable in a form satisfactory to Legal Services has been prepared that renews the agreement for one year.

ATTACHMENTS:

Appendix 1: Services Agreement dated April 16, 2008

Appendix 2: Amending Agreement dated December 15, 2009



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

Prepared By: Stuart Taylor, Acting Director of Recreation

SERVICES AGREEMENT

THIS AGREEMENT made as of the 16th day of April, 2008.

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter the "City")

- and -

TORONTO CONVENTION & VISITORS ASSOCIATION
(hereinafter "Tourism Toronto")

PREAMBLE

- A. Tourism Toronto operates as a not-for-profit association with a focus on promoting the Greater Toronto Region ("GTA"), including the City of Mississauga, as a destination for tourists, convention delegates and business travellers;
- B. Tourism Toronto and the City wish to enter into this Agreement to provide for the terms and conditions upon which Tourism Toronto will provide sales and marketing services to the City through Tourism Toronto's Mississauga and Toronto West Tourism branch office ("MTWT");

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreement contained in this Agreement and subject to the terms and conditions set out below, the City and Tourism Toronto agree with each other as follows:

ARTICLE I: INTERPRETATION

1.1 Definitions

In the Agreement, unless inconsistent with the context:

"Advisory Panel" means the Panel providing strategic advice to MTWT as provided in section 3.3;

"Agreement" means this Agreement including all attached Schedules;

Handwritten initials "MT" and a date "16/4/08" are present in the bottom right corner of the page.

"Annual Sales and Marketing Plan" means the sales and marketing plan setting out the services to be provided by the MTWT branch office for the applicable time period;

"Business Day" means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario, including the winter holiday period typically occurring between December 25 and January 2, or any other day on which the principal chartered banks located in the City of Mississauga are not open for business during normal banking hours;

"City's Contact" shall have the meaning provided in section 3.8;

"City Council" means the Council of the City of Mississauga;

"City Indemnified Parties" means the City's Mayor, Councillors, officers, employees, agents, and their respective heirs, executors, administrators, successors and assigns;

"Commissioner" means the Commissioner of Community Services of the City;

"Contribution" means funding provided by the City to Tourism Toronto under this Agreement;

"Dispute" means in relation to this Agreement any claim, dispute, or any disagreement between the City and Tourism Toronto;

"Disputing Party" means the party to this Agreement raising the Dispute;

"Initial Term" shall have the meaning provided in section 2.1;

"Renewal Term" shall have the meaning provided in section 2.2;

"Tourism Toronto's Representative" shall have the meaning provided in section 3.7;

1.2 Sections & Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless inconsistent with the subject matter or context, references to Articles and sections are to Articles and sections of this Agreement.

1.3 Number, Gender, Person

Unless inconsistent with the subject matter or context:

- 1) words importing gender shall include the masculine, feminine and neuter genders;

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- 2) words importing number shall include the plural and vice versa; and
- 3) words importing persons shall include individuals, partnerships, associations, trusts, municipal corporations, unincorporated organizations and corporations, and vice versa.

1.4 Currency

Except where expressly provided otherwise, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

1.6 Preamble

The preamble above is true and forms an integral part of this Agreement.

ARTICLE II: TERM

2.1 Initial Term

The term of this Agreement shall commence on the day it is executed by both parties and expire on December 31, 2008 (the "Initial Term").

2.2 Renewal Term

- 1) If by the end of the Initial Term this Agreement has not been terminated in accordance with its termination provisions, and neither party hereto has served on the other party a notice of intention to amend this Agreement as provided in paragraph (2) of this section 2.2, then this Agreement will be automatically renewed for subsequent terms of three years each. If this Agreement is automatically renewed aforesaid, the terms of each such renewal shall be identified as a "Renewal Term" and the Agreement, as renewed, shall be subject to all the terms and provisions of this Agreement, including, without limitation, the rights of termination, amendment and further renewal.

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- 2) To amend this Agreement, the party seeking to amend shall provide the other party with written notice of its intention to amend at least three (3) months prior to the expiration of the then current Initial Term or Renewal Term, as the case may be. The party seeking to amend shall include in its notice of intention to amend a description of the terms of the Agreement which such party proposes to amend for the purposes of the Renewal Term. For greater clarity, the acceptance of the notice of intention to amend by either party does not represent an agreement to amend this Agreement. Where a notice of intention to amend has been served, this Agreement shall not be renewed until a formal agreement for its renewal has been duly executed and agreed to by each party.

ARTICLE III: ORGANIZATION OF MISSISSAUGA AND TORONTO WEST TOURISM

3.1 Corporate Status

- 1) At all times, Tourism Toronto shall subsist as a not-for-profit corporation without share capital and shall be organized in accordance with and be in good standing under the *Corporations Act (Ontario)*, as amended.
- 2) MTWT shall exist as a branch office of Tourism Toronto and shall be at all material times staffed by Tourism Toronto employees.

3.2 Objects

The objects and purposes of MTWT are to promote, attract and secure tourism and tourism-related business for the City of Mississauga and thereby assist the City to meet its objectives with respect to the promotion and servicing of tourism, conventions, sporting and cultural events.

3.3 MTWT Advisory Panel

- 1) An Advisory Panel (the "Panel") for MTWT shall be established by the Commissioner of Community Services, in consultation with Tourism Toronto, and shall be administered by the City's Community Services Department. The Advisory Panel shall review the activities of MTWT and provide strategic advice and constructive feedback to MTWT in order that it may successfully realize the goals of promoting and selling the City of Mississauga as a destination for tourists, convention delegates and business travellers are accomplished, and apply the annual contribution of funds by the City of Mississauga exclusively for this purpose.

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- 2) The Advisory Panel will meet with and report to the Commissioner on a quarterly basis and will report to City Council on a twice-yearly basis with respect to the activities of MTWT.
- 3) Tourism Toronto shall provide the Annual Sales and Marketing Plan to the Advisory Panel, for its review, on or about July 30th in each of the Initial Term and in each year of the subsequent Renewal Terms, or as close to this date as possible.
- 4) The Advisory Panel shall be composed of community leaders who have contributed to the tourism sector in Mississauga and who have shown a vested interest in promoting and enhancing tourism in Mississauga. The Advisory Panel shall meet on a quarterly basis or as needed.
- 5) The Advisory Panel shall be limited to ten (10) members drawn from the following categories:
 - a) three (3) members of the Greater Toronto Hotels Association ("GTHA");
 - b) two (2) staff representatives from Tourism Toronto;
 - c) one (1) representative from the City of Mississauga, being a member of City Council;
 - d) one (1) representative from the Hershey Centre;
 - e) one (1) representative from the food services industry in Mississauga;
 - f) one (1) representative from the retail industry in Mississauga
 - g) one (1) representative from the City's Community Services Department, being either the Commissioner or the Director of Recreation and Parks ("Director"), or the one person jointly designated by the Commissioner and Director.
- 6) Individuals on the Advisory Panel shall be recommended by each category being represented. All such nominations are subject to the approval of the Commissioner. The initial members of the Advisory Panel shall be appointed for a term that coincides with the length of the Initial Term. Such term may be extended for an additional three (3) years if the City and Tourism Toronto agree.

3.4 Change in Tourism Toronto's Status

- 1) Tourism Toronto shall notify the City, in writing, immediately if there is a change in the corporate status, organization or objects of Tourism Toronto or its MTWT branch. Without limiting any other right the City may have under this Agreement, if Tourism Toronto materially changes its corporate status or objects, the City may terminate this Agreement upon thirty (30) days' notice.
- 2) Tourism Toronto will promptly notify the City:
 - a) of any material change in its operations or business; and of

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- b) any decision or any action taken by Tourism Toronto (including but not limited to becoming a for-profit entity), that materially fetters or impairs its ability to carry out the provisions of this Agreement.

3.5 Not Agents

Nothing in this Agreement shall either render, or be interpreted or construed to mean, the City and Tourism Toronto are partners and/or joint venturers of the other. Nothing in this Agreement shall constitute Tourism Toronto as a local board of the City. Neither party shall have any authority whatsoever to obligate or commit the other party, contractually or otherwise, except as provided in this Agreement.

3.6 Use of Alternate Names

Tourism Toronto shall notify the City without delay if Tourism Toronto intends to identify Tourism Toronto's Mississauga office or operations by any name other than "Mississauga and Toronto West Tourism".

3.7 Tourism Toronto's Representative

Tourism Toronto shall, from time-to-time, identify to the City:

- a) the person or persons who is/are authorized to represent Tourism Toronto in the context of Tourism Toronto's performance under this Agreement and enter into binding commitments on behalf of Tourism Toronto in the fulfillment of Tourism Toronto's rights and obligations hereunder and
- b) shall provide, in writing, the limitation, if any, of such authority.

3.8 City's Contact

Any submissions, reports or requests by Tourism Toronto in relation to this Agreement that are intended for Mississauga City Council or its Committees, whether for the purpose of decision or information, shall be presented by Tourism Toronto through the City's Community Services Department, Attention: The Commissioner, Community Services, with a copy to the Director, Recreation and Parks and the member of City Council appointed to the Advisory Panel.

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ARTICLE IV: BUSINESS & RESPONSIBILITIES

4.1 Tourism Toronto's Business & Responsibilities

In order to fulfill its objects, Tourism Toronto, through its MTWT branch office, will undertake the services set forth in the Annual Sales and Marketing Plan for the appropriate year (or part thereof). Each Annual Sales and Marketing Plan shall be submitted to the Commissioner for approval by June 30th in each of the Initial Term and subsequent Renewal Terms, or as close to this date as reasonably possible. The services detailed in the Annual Sales and Marketing Plan may include:

- a) tourism product development;
- b) advertising and promotion;
- c) Internet marketing;
- d) meetings, conventions, trade, and consumer show
- e) sales and servicing;
- f) visitor information;
- g) travel trade sales and servicing;
- h) cultural events sales and servicing;
- i) sport tourism sales and servicing; and/or
- j) deliverables such as those attached as Schedule "C" to this Agreement, which may be amended from time to time by agreement between the parties.

4.2 Tourism Toronto and the City

- 1) Tourism Toronto and the City shall regularly communicate with each other concerning their respective tourism goals and priorities. Tourism Toronto shall use its reasonable best efforts to keep the City informed of its strategic direction within the context of a GTA-wide tourism strategy and shall, without limiting Tourism Toronto's responsibility for such strategy, provide the City the opportunity to provide input where reasonable to do so. Tourism Toronto shall work with the City to support the City's tourism objectives and take into account the City's interests in the development of its annual business plans and Sales and Marketing Plans for the MTWT branch office.

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- 2) In addition to any work that arises out of Tourism Toronto's responsibilities in paragraph (1) of this section 4.2, Tourism Toronto will use its reasonable best efforts to:
 - a) distribute City's tourism-related materials in accordance with the approved Sales and Marketing Plans;
 - b) provide the City with visitor information;
 - c) when requested by the City provide the City with reports on Tourism Toronto and its activities which are suitable for public release (at no expense to the City); and
 - d) promote and advertise City heritage, cultural, sports and recreational facilities and events that are provided in Schedule A.
- 3) Schedule A may be amended from time to time by written agreement between the City's Contact and Tourism Toronto's Representative.
- 4) This Agreement shall not hinder the City's ability to pursue independent bids for tournaments/events/activities not associated with Tourism Toronto or MTWT.

4.3 Domain Names

- 1) During the Initial Term and any renewal thereof, the City will maintain its ownership and registration as owner of the following domain names currently owned by the City, and shall provide to Tourism Toronto all the necessary right and title (through licenses or otherwise) as Tourism Toronto and the City may deem necessary for the purposes of this Agreement:
 - a) mississaugatourism.ca
 - b) visitmississauga.ca
 - c) visitmississauga.com
 - d) meetinmississauga.ca
 - e) meetinmississauga.com

(collectively known as "Domain Names")
- 2) If this Agreement is terminated for whatever reason, Tourism Toronto shall forthwith cease usage of the Domain Names, unless otherwise agreed to by the City in writing.
- 3) If at any time the City intends not to maintain ownership of any or all of the Domain Names by stopping payment of the hosting and registration fee with the Registrar, the City shall inform Tourism Toronto of such intention at least sixty (60) days prior to the expiry of the domain hosting term. In such instance, Tourism Toronto may, prior to the expiry of the domain hosting term, acquire from the City without charge or cost to

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Tourism Toronto, the Domain Names, the ownership of which the City does not intend to maintain, and the City agrees to transfer such specific Domain Names to Tourism Toronto upon Tourism Toronto's request.

- 4) Tourism Toronto may not sell, lease or otherwise transfer any interest in any of the Domain Names of which the City maintains its ownership and registration without the prior written consent of the City, which consent may not be arbitrarily withheld.
- 5) The parties agree to cooperate with each other, including providing all necessary information to the other party, in the event of a transfer as contemplated in this Agreement.

ARTICLE V: CITY'S FINANCIAL CONTRIBUTION TO MTWT

5.1. Contribution

- 1) Subject to the provisions of this Agreement, the City agrees to make in respect of the Initial Term a contribution of \$290,000.00 (the "Contribution"), in the form of money, towards the operation of the MTWT branch of Tourism Toronto, 75% of which is to be remitted to Tourism Toronto upon the earlier of (a) City Council's approval of the annual municipal operating budget for the fiscal year in which the Contribution is to be made, and (b) July 1st in the calendar year to which the then current Annual Sales and Marketing Plan applies; and 25% upon submission by MTWT of the Financial Statements (defined in section 6.1 below). The Contribution amount is reviewable by City Council in each year of the Renewal Term, based upon the recommendations of the Advisory Panel and City staff. Any reduction or change in the amount of the \$290,000.00 Contribution will require compliance with the provisions of paragraph (2) of Section 2.2 above.
- 2) Tourism Toronto represents and warrants that the Contribution by the City is to be used by Tourism Toronto exclusively for purposes related to the promotion of tourism in Mississauga, subject to the provisions of this Agreement.


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5.2 Annual Report

- 1) MTWT shall prepare and submit by January 31, 2009, following the Initial Term, and by not later than January 31st, in each year of the Renewal Term beginning 2010, an Annual Report to City Council, in such detail and form as the City may reasonably prescribe. Each Annual Report shall include a retrospective summary of the performance of the activities and programs of the MTWT office, for the operating year or term specified in the Annual Report, and an annual budget of all sums required during such period for the operating and capital purposes of the MTWT office. Such budget shall include, but not restricted to:
 - a) Sources of estimated revenues and objects of estimated expenditures; and
 - b) Allowance for a surplus of any previous year or provision for any operating deficit of any previous year.

5.3 Delegation

Tourism Toronto shall select one or more representatives of the MTWT branch office for the purpose of attending meetings of Mississauga City Council and its Committees, at which the Annual Report for the operating period just ended is being considered. Such representatives may make submissions and provide information at such meeting or meetings sufficient to enable the Council or the Committee, as applicable, to give reasonable consideration of the matter.

5.4 Appropriation

Despite anything expressly or impliedly contained to the contrary in this Agreement, the payment of the Contribution by the City is subject to there being a fiscal appropriation by the Mississauga City Council for the fiscal year in which the payment is to be made and this Agreement shall not be construed, in the absence of such appropriation, as a commitment by the City to pay the Contribution.

5.5 Non-representation

In making the Contribution, the City shall not be construed as or deemed to be making any representation – either express or implied – upon which Tourism Toronto may rely that the City possesses the authority in law to make the Contribution.

ARTICLE 6: RECORDS, INSPECTION AND AUDIT

6.1 Financial Statements

Tourism Toronto shall file with the City, no later than September 30th in each of the Initial Term and each year during any Renewal Terms, financial statements for the immediately preceding year (or part thereof in the case of the Initial Term). Such financial statements ("Financial Statements") shall fairly represent the financial position of MTWT and the results of its operations for the period under review.

6.2 Inspection of Financial Records and Documents

- 1) Upon written request from the City, Tourism Toronto shall make available at a reasonable time such documents, contracts, records, claims and accounts with respect to the operation of the MTWT office reasonably requested by the City for inspection by the City.
- 2) Tourism Toronto shall preserve and keep available all accounts, records, claims, documents, contracts and other documents until the expiration of six years from the date of expiry of this Agreement.

ARTICLE VII: RELEASE, INSURANCE AND INDEMNIFICATION

7.1 Release

Subject always to any exclusions and limits in its policies of insurance more particularly referred to under section 7.2 below, Tourism Toronto, on behalf of itself, its officers and employees, releases the City, and any and all City Indemnified Parties from and against all claims, actions, causes of action, suits, debts, dues, accounts, contracts, demands, costs, expenses, damages, liabilities or other obligations whatsoever and from and against all liabilities, losses, damages, costs, charges, court costs, legal fees, and other expenses of every nature whatsoever which Tourism Toronto, its officers and employees may now have or hereafter can, shall or may have against the City or any of the City Indemnified Parties with respect to any action, conduct, or decisions made, arising from this Agreement, including but without limiting to the making or refunding of the Contribution.

7.2 Insurance

- 1) Tourism Toronto shall obtain and maintain at its own cost, including the cost of deductibles, throughout the duration of this Agreement, the following policies of

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AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 15th day of December, 2009.

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA

(Referred to in this Agreement as "City")

- and -

TORONTO CONVENTION AND VISITORS ASSOCIATION

(Referred to in this Agreement as "Tourism Toronto")

RECITALS:

- A. The City and Tourism Toronto entered into a Services Agreement made April 16, 2008 setting out the terms and conditions upon which Tourism Toronto would provide sales and marketing services to the City through Tourism Toronto's Mississauga and Toronto West Tourism branch office ("MTWT").
- B. Section 2.2 of that Agreement specified that to amend the Agreement a formal agreement for its renewal shall be duly executed and agreed to by each party.
- C. The City and Tourism Toronto now wish to renew the Services Agreement for a one year term commencing on January 1, 2010.
- D. The City and Tourism Toronto further wish to amend the Services Agreement to provide for an amended contribution by the City towards the operation of the MTWT branch of Tourism Toronto, based upon the amount provided for in the annual municipal operating budget, and to amend the automatic renewal term to provide for a subsequent term of one year.

IN CONSIDERATION of the sum of \$1.00 and of the mutual covenants contained in this Amending Agreement (the receipt and sufficiency of which is irrevocably acknowledged by the City and the Agency), the parties agree as follows:

1. The Services Agreement between the City and Toronto Tourism is hereby renewed for a one year term commencing on January 1, 2010, subject to the amendments provided for in this Amending Agreement.

2. Initial Term

Section 2.1 of the Services Agreement shall be deleted and replaced with the following:

2.1 Initial Term

The term of this Agreement shall commence on January 1, 2010 and expire on December 31, 2010 (the "Initial Term").

2. Renewal Term

Section 2.2 (1) of the Services Agreement shall be deleted and replaced with the following:

2.2 Renewal Term

- 1) If by the end of the Initial Term this Agreement has not been terminated in accordance with its termination provisions, and neither party hereto has served on the other party a notice of intention to amend this Agreement as provided in paragraph (2) of this Section 2.2, then this Agreement will be automatically renewed for a subsequent term of one (1) year. If this Agreement is automatically renewed aforesaid, the terms of each such renewal shall be identified as a "Renewal Term" and the Agreement, as renewed, shall be subject to all the terms and provisions of this Agreement, including, without limitation, the rights of termination, amendment and further renewal.

3. Contribution

Section 5.1(1) of the Services Agreement is hereby deleted and replaced with the following:

5.1 Contribution

- 1) Subject to the provisions of this Agreement, the City agrees to make in respect of the Initial Term a contribution of \$145,400.00 (the "Contribution"), in the form of money, towards the operation of the MTWT branch of Tourism Toronto, 100% of which is to be remitted to Tourism Toronto upon the earlier of (a) City Council's approval of the annual municipal operating budget for the fiscal year in which the

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Contribution is to be made, and (b) July 1st in the calendar year to which the then current Annual Sales and Marketing Plan applies. Tourism Toronto agrees to submit an official invoice for the agreed upon total of the contribution as approved by the Advisory Panel and City staff and subsequently by City Council's approval of the annual municipal operating budget for the fiscal year in which the Contribution is to be made. The Contribution amount is reviewable by City Council in each year of the Renewal Term, based upon the recommendations of the Advisory Panel and City staff. Any reduction or change in the amount of the \$145,400.00 contribution as determined for a subsequent Renewal Term, will require compliance with the provisions of paragraph (2) of Section 2.2 above.

4. Except to the extent amended by this Amending Agreement, all provisions of the Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

TORONTO CONVENTION & VISITORS ASSOCIATION

Dec 3 2009
Date of Signing

[Signature]
David Whitaker
President and CEO

I have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF MISSISSAUGA

12 14 09
Date of Signing

[Signature]
Paul Mitcham
Commissioner of Community Services

12-15-2009
Date of Signing

[Signature]
Crystal Greer
Clerk

DOCUMENT EXECUTION
AUTHORIZED BY
CITY OF MISSISSAUGA
BY-LAW 0376-2009

APPROVED
AS TO FORM
City Collector
MISSISSAUGA
MST
Date 3 | 12 | 09



Corporate Report

Clerk's Files

Originator's
Files

DATE: February 3, 2012

GENERAL COMMITTEE

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

FEB 29 2012

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

SUBJECT: **Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended for a Pigeon Enclosure, 3292 Oakglade Crescent, Ward 6**

RECOMMENDATION: That the request for an exemption from Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended, to permit an existing Pigeon Enclosure located in the rear yard of 3292 Oakglade Crescent, a detached residential property owned by Mr. Leszek Chrusciak, be denied.

BACKGROUND: On May 16, 2011 staff from the Compliance and Licensing Enforcement Section of the Enforcement Division received a complaint concerning a pigeon enclosure located at 3292 Oakglade Crescent. Upon investigation, it was determined that a pigeon enclosure did exist in the rear yard in contravention of Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended.

22) *Except for the keeping of animals on lands zoned and used for agricultural purposes.*

(2) *no person shall keep or cause to be kept a pigeon enclosure outside a building or structure unless the enclosure is located at least 6.1 metres (20 feet) from the property line.*

In addition, the inspection revealed that the property was also in contravention of Section 4.1.2.1 of the Zoning By-law 0225-2007. This section permits a maximum of one accessory building whereas the rear yard of the property contained two accessory buildings consisting of two sheds, the pigeon enclosure and a storage shed attached to the rear of the pigeon enclosure. Further, the storage shed was also in contravention of the minimum setback requirements set out in Table 4.1.2.2 of the Zoning By-law.

A Notice of Contravention was issued to Mr. Leszek Chrusciak to remove the pigeon enclosure by June 27, 2011 as it is not possible to reposition the current enclosure in a location that would be in compliance with the by-law requirements. On July 19, 2011 Compliance and Licensing Enforcement staff received a letter dated July 17, 2011 requesting an exemption to permit the pigeon enclosure to remain in its current location. The owner was given written notification on July 21, 2011 by Compliance and Licensing Enforcement staff that an exemption must be requested through the City of Mississauga Clerk's Department as authority to grant an exemption rests with the Mayor and Members of City Council. Mr. Leszek Chrusciak provided the Clerk's Department with his letter dated August 11, 2011 requesting an exemption to the by-law (Appendix 1).

COMMENTS:

Compliance and Licensing staff have inspected the location and diagram documentation is attached (Appendix 2). Photographs were also taken of the pigeon enclosure and the accessory structures (Appendix 3).

The property in question is a detached residential dwelling on Oakglade Crescent. The rear yard is 15.04 metres (49 feet, 4 inches) wide and has a depth of 11.5 metres (37 feet, 9 inches).

The rear yard of the property contains two separate accessory buildings. The City of Mississauga Zoning By-law 0225-2007, allows for one accessory building on the property. Committee of Adjustment approval would be required to bring the accessory buildings into conformance with the Zoning By-law. Enforcement of the zoning contraventions have been put on hold pending the results of the exemption request.

The pigeon enclosure is 3.56 metres (11 feet, 8 inches) wide and 1.9 metres (6 feet, 3 inches) deep. The structure was measured at 2.9 metres (9 feet, 7 inches) to the peak of the roof. The pigeon enclosure is not within the permitted property line setback requirements as stated within Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended.

A separate attached storage area is connected to the rear of the pigeon enclosure. The separate attached storage area is 2.24 metres (7 feet, 4 inches) at its widest point along the property line and 1.83 metres (6 feet) in length. The attached storage area is not square in shape and has been added to the rear of the pigeon enclosure. The accessory storage area has a .3 metres (1 foot) setback that spans along the back property line and is .3 metres (1 foot) from the side lot line spanning outward from the side property line on an angle. The accessory storage structure would not currently meet the minimum zoning setback of .61 metres (2 feet). The storage area and the rear corner of the pigeon enclosure is .76 metres (2 feet, 6 inches) from the property line.

The exemption request submitted by Mr. Leszek Chrusciak indicates that he wishes to be granted an exemption so that the rear lot set back for the pigeon enclosure can be altered from 6.1 metres (20 feet) to 1 metre (3 feet, 3 inches). The current location of the pigeon enclosure would not currently meet these requirements. The current setback is .61 metres (2 feet) from the rear lot line and .76 metres (2 feet, 6 inches) from the side property line.

Documentation associated with the exemption indicates the structure has been used as a pigeon enclosure for five years and is home to 40 pigeons.

Documentation dated October 27, 2011 from The Mississauga Racing Pigeon Club has been received in support of the exemption request and confirms that Mr. Leszek Chrusciak has been an active member of the Club for over six years (Appendix 4).

The applicant has also provided a list of neighbours who he advises have no objection to the pigeon enclosure (Appendix 5). It is noted that the list is not signed by any of the neighbours.

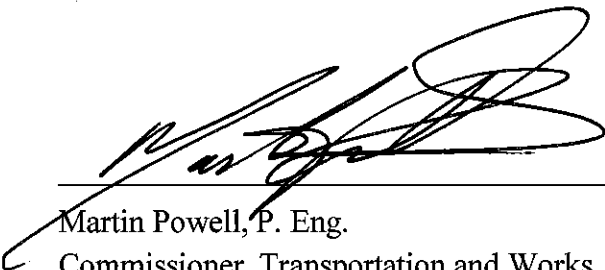
Compliance and Licensing Enforcement staff have received one complaint regarding the pigeon enclosure. The complaint was directly related to the increasing number of pigeons flying around in the area and getting worse. The exemption request submitted by the applicant also states that an adjoining neighbour is bothered by the pigeons (Appendix 1).

FINANCIAL IMPACT: Not applicable.

CONCLUSION: Staff recommend that the exemption request be denied due to the complaints received by area residents, the non-compliance of the pigeon enclosure with the setback requirements under the Animal Care and Control By-law 0098-04, and the non-compliance with the Zoning Bylaw 0225-2007 provisions regarding the number of permitted accessory buildings and minimum set back requirements.

ATTACHMENTS:

- Appendix 1: Exemption request from Mr. Leszek Chrusciak dated August 11, 2011
- Appendix 2: Diagram and Area information
- Appendix 3: Inspection Photographs
- Appendix 4: Letter of Support from the Mississauga Racing Pigeon Club dated October 27, 2011
- Appendix 5: Neighbour non-objection list



Martin Powell, P. Eng.

Commissioner, Transportation and Works

*Prepared By: Douglas Meehan, Manager, Compliance and
Licensing Enforcement*

MF:DM:jmk

APPENDIX 1

RECEIVED

AUG 18 2011

ENFORCEMENT

PL

COUNCIL AGENDA
SEP 14 2011

Leszek Chrusciak
3292 Oakglade Cres.
Mississauga, Ontario
August 11, 2011

Dear Legislative Coordinator,

I am writing this letter to request an exemption to Animal By-Law 512-83 Section 11, Subsection 1. I wish to be granted an exemption so that the rear lot setback for my racing pigeon shed can be altered from 6.1 metres to 1 metre.

I am a member of the Mississauga Racing Pigeon Club and have been actively racing for 5 years. I have always had very good relationships with my neighbors. My racing pigeons are trained to land only on the shed and roof and to enter the coop quickly. In order to win races they need to be trained in this manner. However, there are many wild pigeons in the area that are attracted to bird feeders and mine were mistaken for these. My backyard fence is surrounded by trees, which separate the pigeon shed from my neighbor's yards. During these 5 years I have never received any complaints about my pigeons. On August 10th I went door to door to my neighbors asking them if my birds were bothering them. Most of my neighbors said not at all and weren't even aware that I had pigeons. I will provide a list of the neighbors I talked to. There was only one person (my neighbor Bob) who lives beside me on 3296 Oakglade cres. He said he doesn't like them because they fly over his house. I was really surprised that they were bothering Bob after 5 years of having my pigeons. I am a considerate member of the community and always been very happy to discuss my hobby. I am asking you to show me some consideration and grant me an exception to the rear lot setback.

Thank You,

Leszek Chrusciak

Leszek Chrusciak

<input type="checkbox"/> Receive	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Direction Required	<input type="checkbox"/> Resolution / By-Law
<input type="checkbox"/> Community Services	For
<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Appropriate Action
<input type="checkbox"/> Planning & Building	<input type="checkbox"/> Information
<input type="checkbox"/> Transportation & Works	<input type="checkbox"/> Reply
	<input type="checkbox"/> Report

Addressing my Pigeon Loft

I would first like to introduce myself as Leszek Chrusciak, 11 years resident in the Mississauga area and lifelong supporter of the pigeon racing sport.

I first fell in love with the sport of pigeon racing in Poland and for almost 25 years I raced my pigeons there winning many championships. After immigrating to Canada almost 22 years ago I was unaware that pigeons were also raced here and thus did not restart in the sport earlier. Currently here in Mississauga there are approximately 50 pigeon racers separated into two clubs. Over the past 5 years I personally have raced in both clubs but currently belong in the Mississauga Racing Pigeon Club. I am also a member of the CRPU, the Canadian Racing Pigeon Union to which all flyers in Canada belong. All my birds are banded and thus have a personal identification.

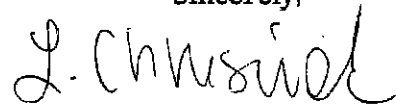
The racing pigeon season stretches from the first week for May to mid September encompassing both the old bird and young bird (those born this year) races with a two-week break in between. It is during this time of year that you see my birds a bit more often as they are sent on a short training flights that allows them to get familiar with the surrounding area thus allowing them to return to the coop much faster during actual races. Other than these training flights that occur once or twice a week, my pigeons are let out daily only once in the early morning to keep them healthy and happy. Otherwise my pigeons are locked in the loft in order that they do not bother anyone in the community during the day. Even during these daily flights I do not permit my birds to land on any of the surrounding houses and have trained the birds to come back to the coop when they are called in to feed them. Any birds that are seen flying around the neighborhood outside of the morning hours are not mine and belong to other racers or to several individuals that keep wild, unbanded pigeons in the local area. Outside the racing season my pigeons are let out much less frequently especially during the colder winter months.

I personally take great time and care to make sure that all my pigeons are happy and healthy. Twice a year all of my birds are vaccinated against all known diseases that affect pigeons and other

captive birds such as chickens. I also try to keep my loft clean of droppings by cleaning it twice a day. To keep my birds in top racing form, they are fed a wide variety of seed and periodically their diet is supplemented with vitamins and herbs to help their chances of returning faster from a race. I would also like to say that pigeons do not carry or spread the West Nile Virus as stated in an article that I read written by Gordon A. Chalmers, a vet from Let bridge Alberta. I will provide copies of this article to who ever is interested.

In conclusion, I would like to thank you for taking the time to read this letter and I very much appreciate your understanding in my unique hobby. I will strive very hard in the future so that my birds do not become a problem to the community so that I may keep the hobby that I love for many years to come. If you have any further questions please do not hesitate to ask. You can call me at (905) 617 0430 & (905) 276 6629 or I invite you personally to my loft at 3292 Oakglade Cres. so that you can see it for yourself. Once again thank you and have a wonderful year.

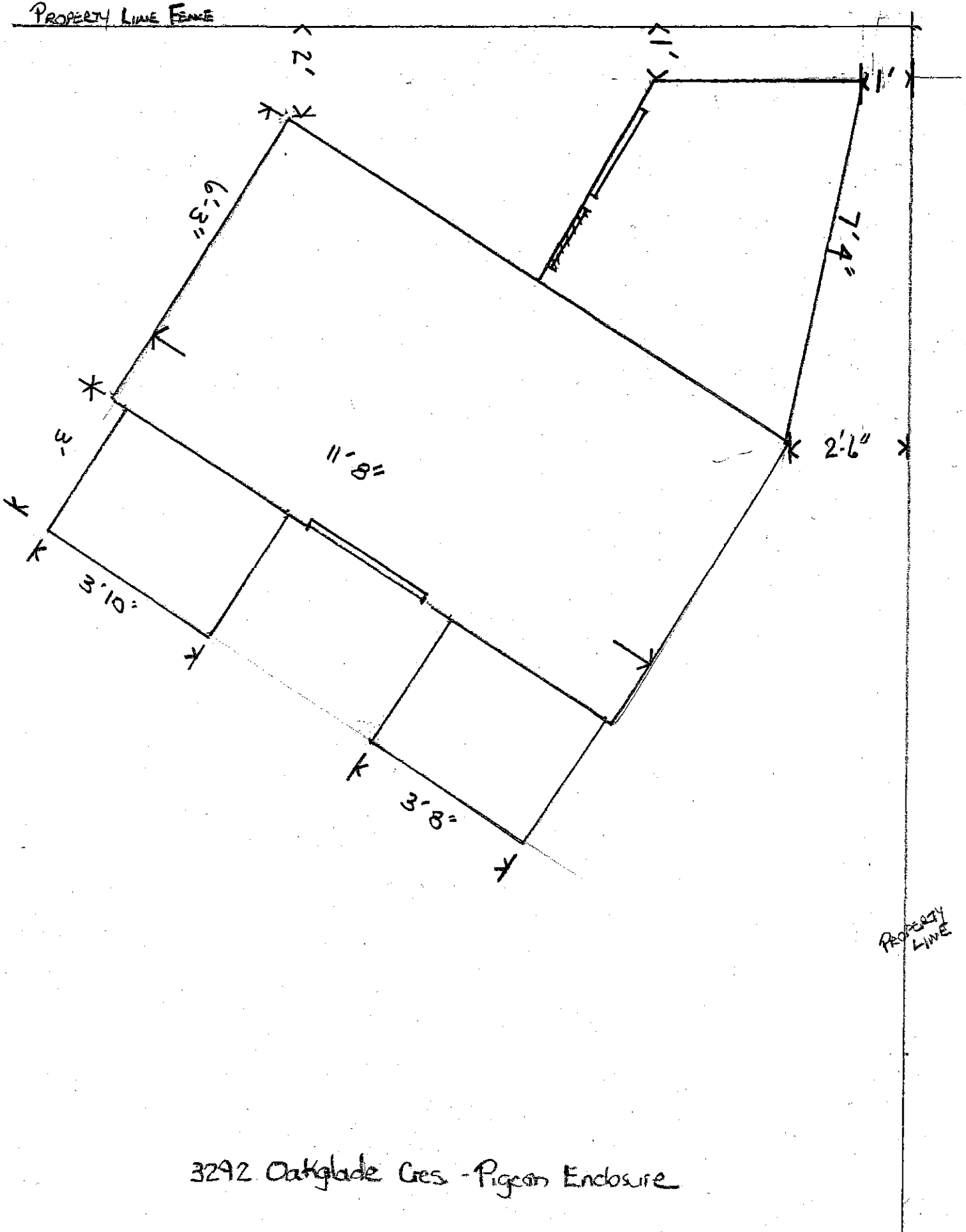
Sincerely,



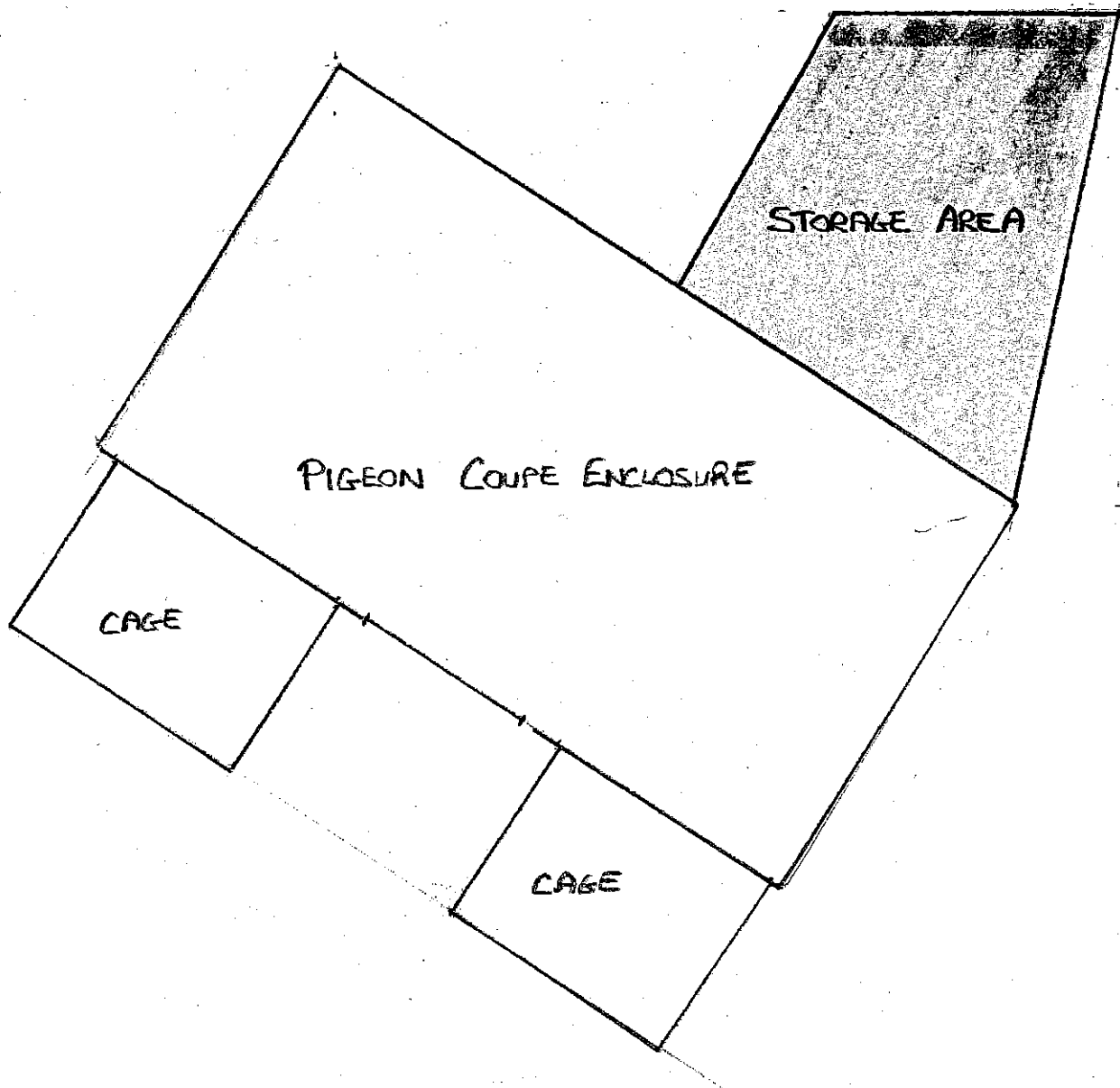
Leszek Chrusciak

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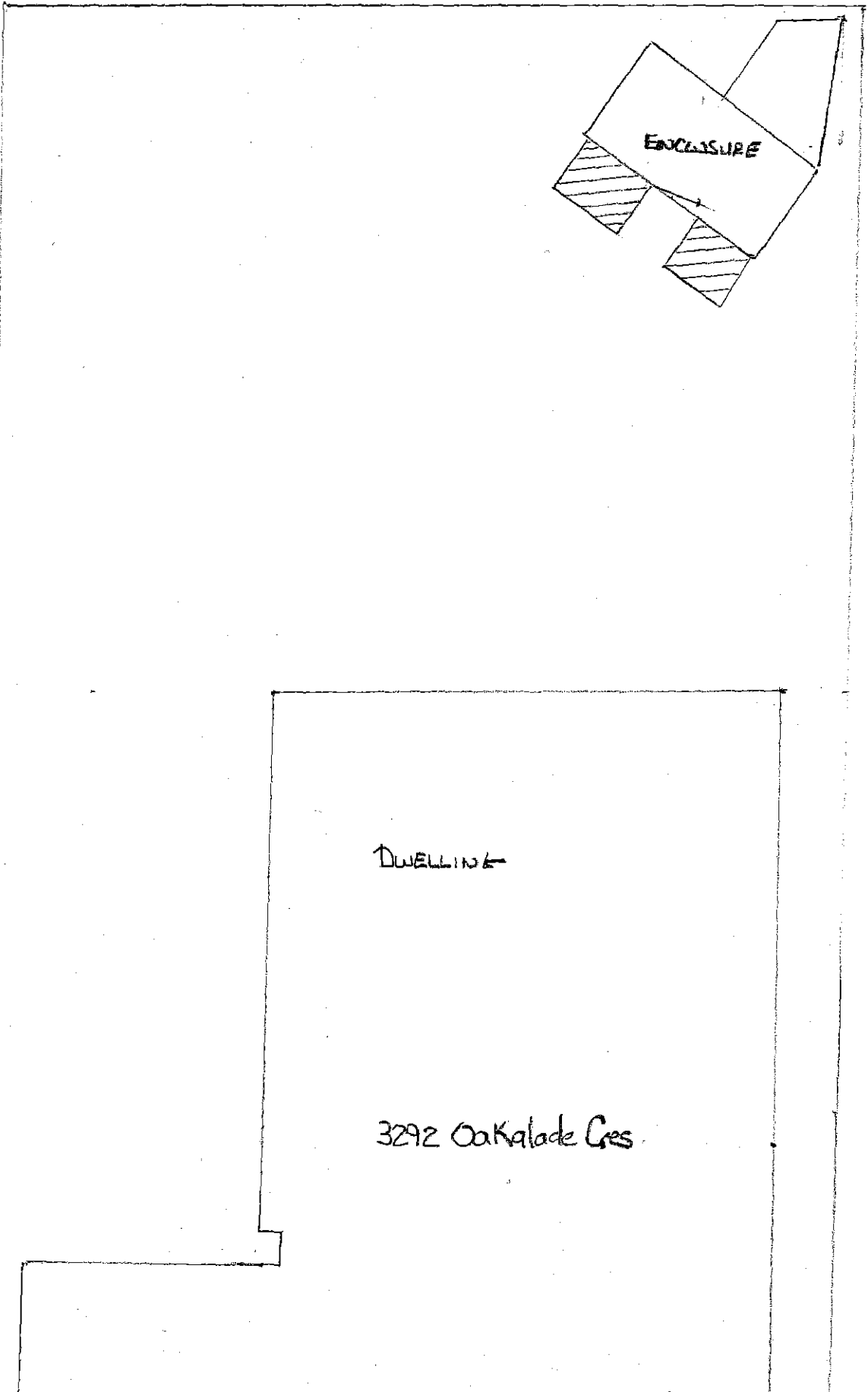
APPENDIX 2



3292 Oakglade Cres - Pigeon Enclosure



3292 Oakglade Cres - Pigeon Enclosure



114 3337 00

176 1 3302 00

114 3333 00 187

175 1 3296 00

114 3331 00

114 3327 00 188

174 1 3292 00

114 3325 00

173 114 3286 00

14 3321 00 189

4 3319 00

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4 3315 00 190

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REG PLAN 918

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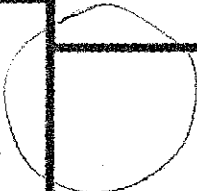
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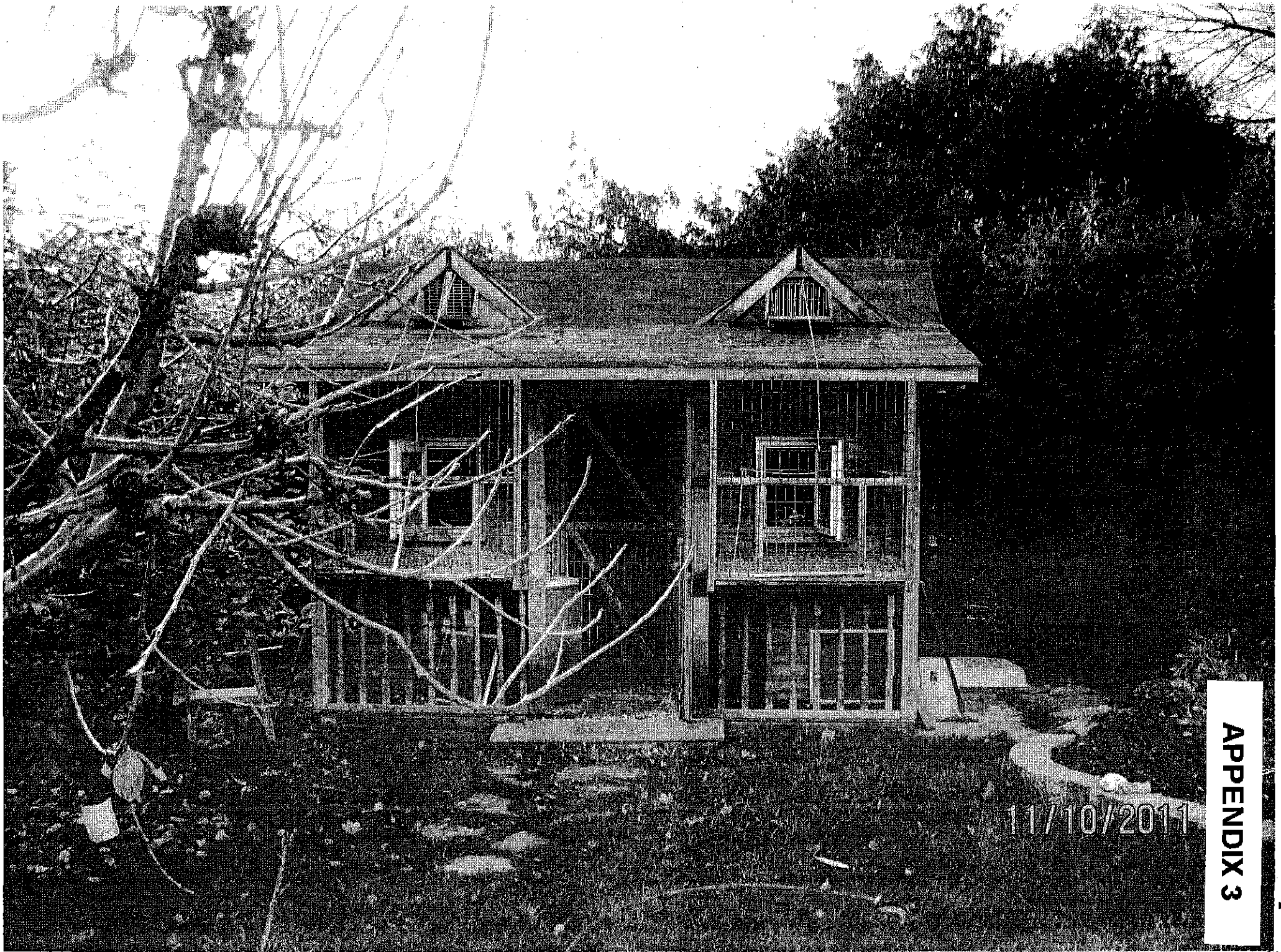
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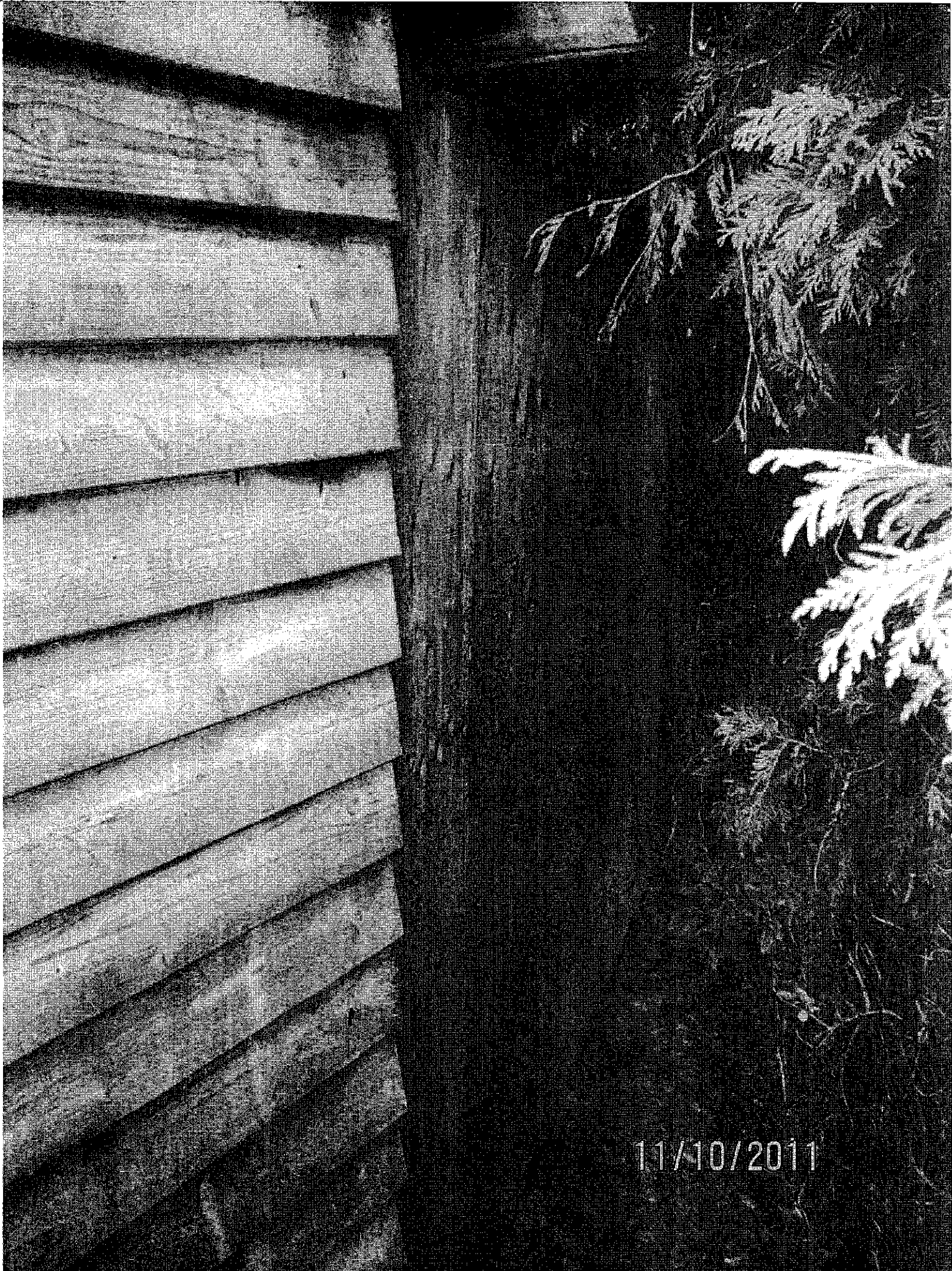




11/10/2011

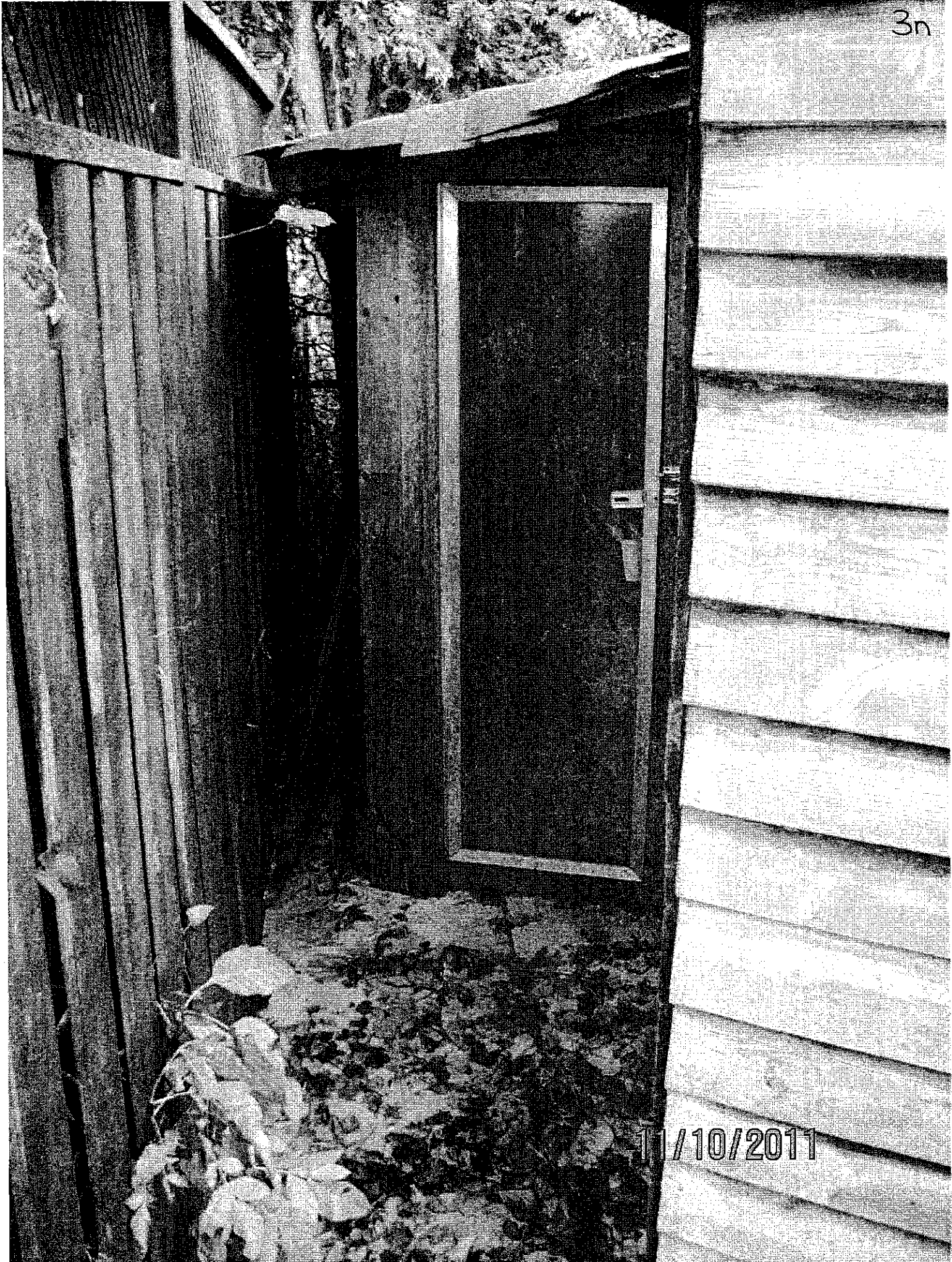
APPENDIX 3

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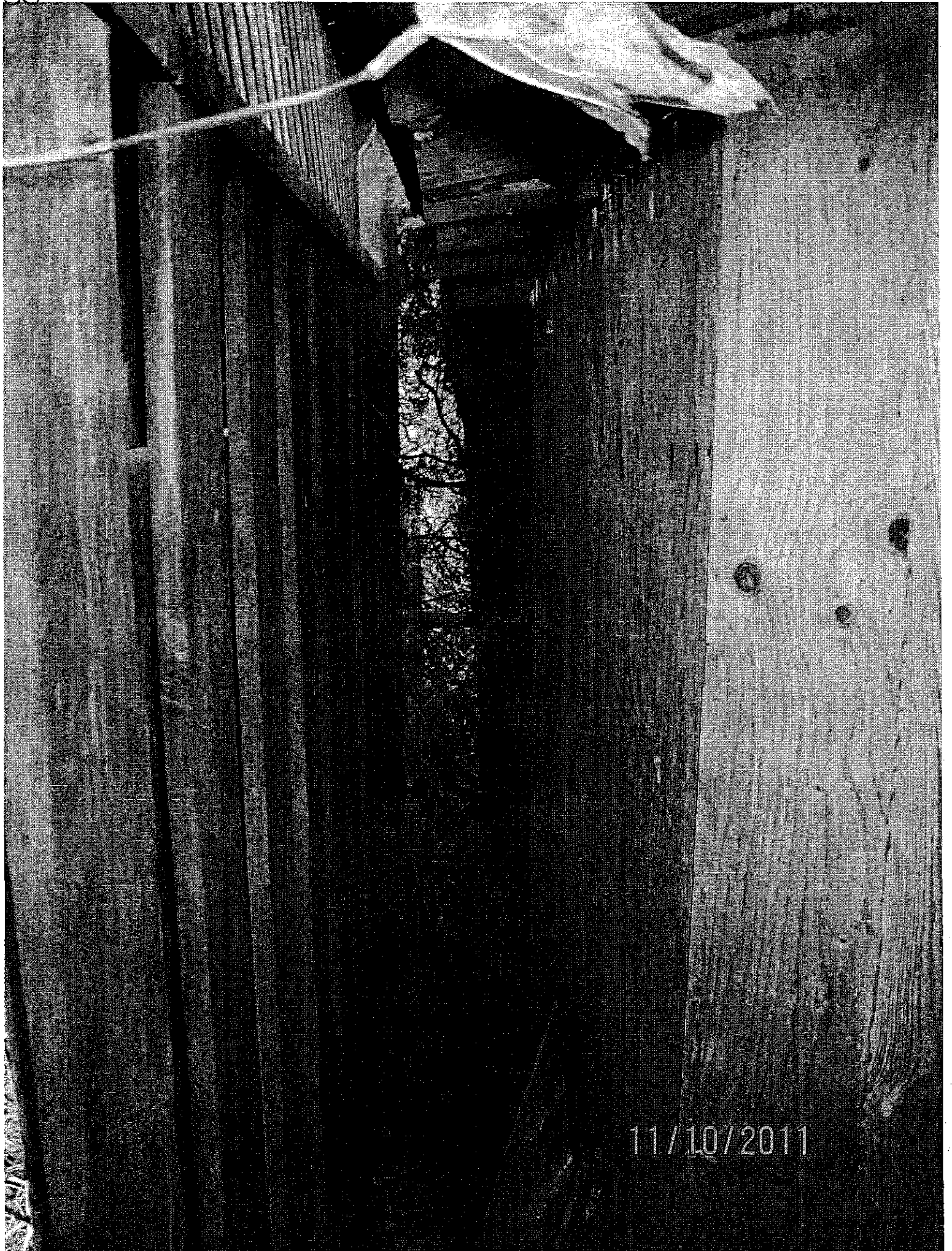


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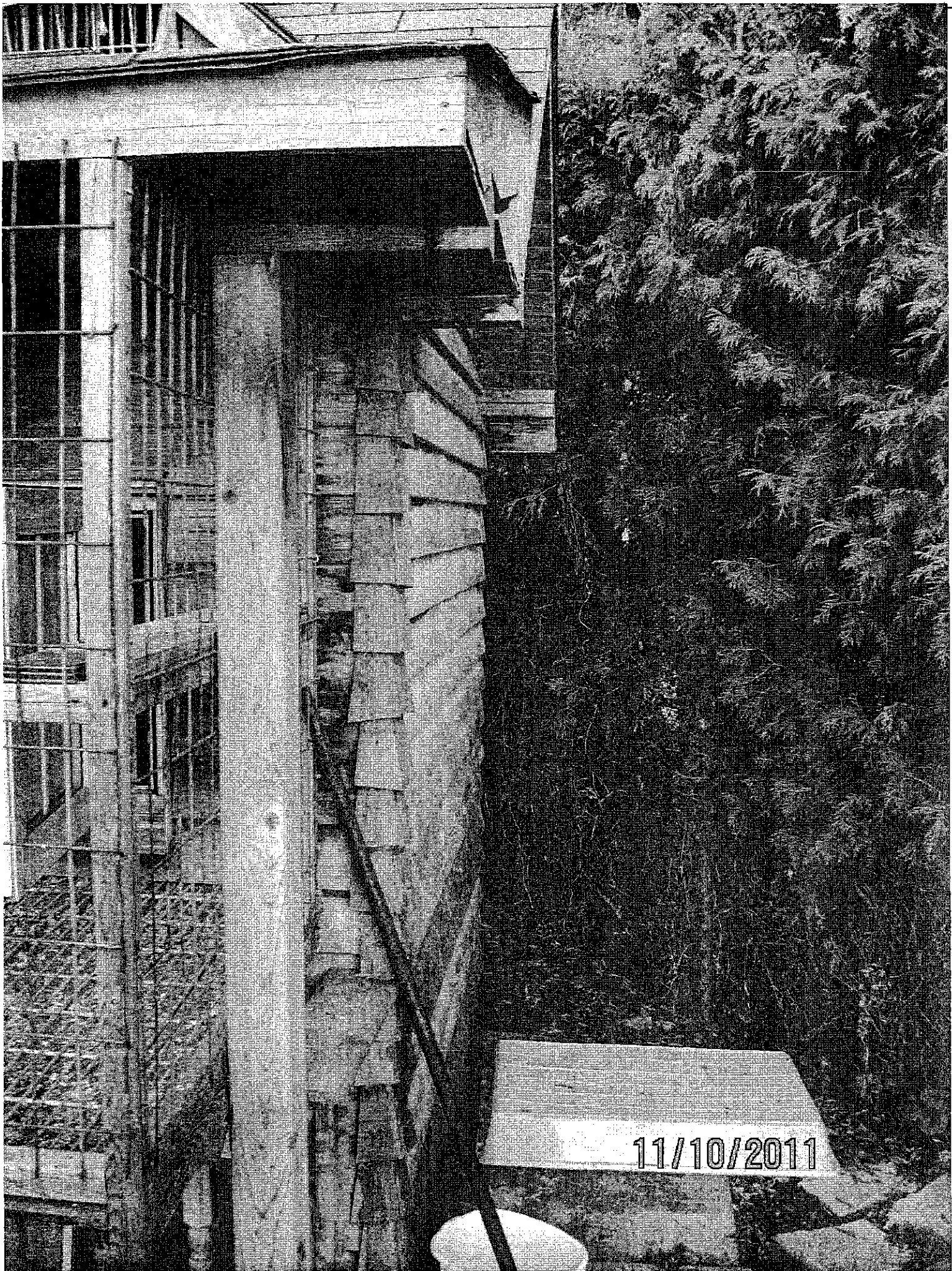
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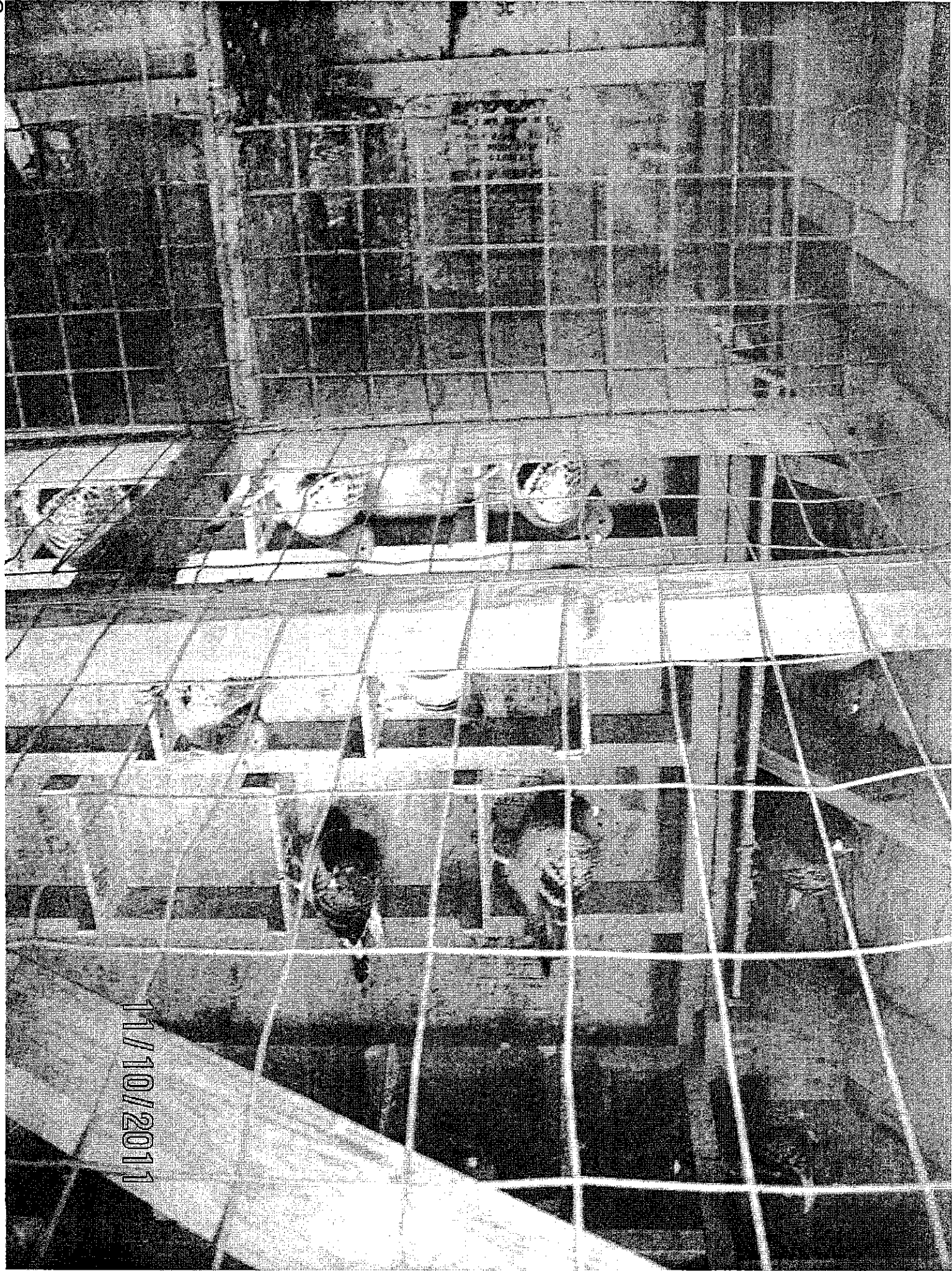
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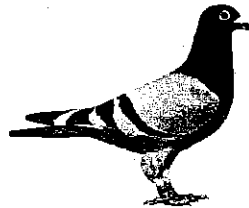
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11/10/2011



The Mississauga Racing Pigeon Club

President: Kazimer Wyrebek

Secretary – Treasurer: Franco Bisceglia

October 27, 2011

City of Mississauga

Animal Control By-law

We are sending this letter on behalf of **The Mississauga Racing Pigeon Club** concerning a complaint against one of our club members, Leszek Chrusciak. The nature of the complaint was of improper housing of racing pigeons. Little is known or understood about the pigeon hobby, especially the competitive flying of sporting pigeons which include racing, tumbling and high flying pigeons.

The Mississauga Racing Pigeon Club has been an affiliated club in good standing with the city for over 30 years and has been active in the area for over 40 years. This club is under the **Canadian Racing Pigeon Union Incorporated**. Our racing pigeons are valued at hundreds and thousands of dollars each. The sport is a sophisticated organization that involves local, regional, national and international chapters. We deal with competitive racing release points from 150 km to 800 km and are flying the descendants of the racing pigeons that **saved thousands** of military and civilian lives during the two great wars.

Leszek Chrusciak has been an active member for over 6 years, and has great standings with all the members in the club and with the C.U. The loft and birds are in good condition; they are fed healthy diets, given appropriate medication, and are vaccinated twice a year for disease prevention to ensure maximum health and vigor. The birds due return and enter the loft quickly to win races, and Leszek Chrusciak does not have any birds loitering to his neighbor's houses.

It is also said that 40 contained pigeons make far less noise or odor than one barking dog in a backyard pen.

On behalf of The Mississauga Racing Pigeon Club we feel Leszek Chrusciak is an asset and valued member to the club and community, and is in good standings with us.

We hope this gives a better understanding of Racing Pigeon hobbyists.

Thank you

Sincerely,

Kazimer Wyrebek

(President)

Franco Bisceglia

(Secretary- Treasurer)

List of Neighbors who Have No Objection to Pigeon Disclosure

- **D.Sheridan**
3282 Oakglade cres.
- **Oleg Kovalov**
3276 Oakglade cres.
- **M.Quah**
3266 Oakglade cres.
- **G. Klipa-Vasic**
3260 Oakglade cres.
- **S. Campbell**
3281 Oakglade cres.
- **C.Choi**
3285 Oakglade cres.
- **D.Generala**
3291 Oakglade cres.
- **T.Philips**
3302 Oakglade cres.
- **M.Ramzan**
3306 Oakglade cres.
- **E&T Severiano**
3305 Oakglade cres.
- **John Harasym**
3310 Oakglade cres.

D-1(c)

Here is the list of my closest neighbors on Oakglade who I have spoken with and do not mind my pigeons.

3286- Elizabeth

3282- Stephen

3276- Olga

3272- John

3261- Anne Anderson

3265- John Attard

3271- Edith Morgan

3285- Chan

3281- Camp

3291- Jadwiga

3306- Fiaz



Corporate Report

Clerk's Files

Originator's
Files

DATE: February 3, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Request for an Exemption to Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended, for a Pigeon Enclosure, 453 Fergo Avenue, Ward 7**

GENERAL COMMITTEE

FEB 29 2012

RECOMMENDATION: That the request for an exemption from Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended, to permit an existing Pigeon Enclosure located in the rear yard of 453 Fergo Avenue, a semi-detached residential property owned by Mr. Carlos Medeiros, be denied.

BACKGROUND: On April 4, 2011 staff from the Compliance and Licensing Enforcement Section of the Enforcement Division received a complaint concerning the keeping of chickens within a shed in the rear yard. Upon investigation it was determined that the shed was a pigeon enclosure. Further to the inspection, the pigeon enclosure in the rear yard was found to be in contravention of Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended.

22) *Except for the keeping of animals on lands zoned and used for agricultural purposes.*

(2) *no person shall keep or cause to be kept a pigeon enclosure outside a building or structure unless the enclosure is located at least 6.1 metres (20 feet) from the property line.*

In addition, the inspection revealed that the property was also in contravention of Section 4.1.2.1 of the Zoning By-law 0225-2007. This section permits a maximum of one accessory building whereas the rear yard of the property contained four accessory buildings consisting of two sheds, a stand alone brick fireplace and the pigeon enclosure. Further, one of the sheds was also in contravention of the minimum setback requirements set out in Table 4.1.2.2 of the Zoning By-law.

On April 14, 2011 a further complaint was registered regarding the number of sheds in the rear yard.

A Notice of Contravention was issued on April 26, 2011 to Mr. Carlos Medeiros to remove the pigeon enclosure by May 30, 2011 as it is not possible to reposition the pigeon enclosure in a location that would be in compliance with the by-law requirements.

On May 25, 2011 the owner was given written notification by Compliance and Licensing Enforcement staff that an exemption must be requested through the City of Mississauga Clerk's Department as the authority to grant an exemption rests with the Mayor and Members of City Council. On June 6, 2011 staff of Compliance and Licensing Enforcement received a letter dated May 30, 2011 requesting an exemption to permit the pigeon enclosure to remain in its current location. On July 5, 2011 the Clerk's Department received the exemption request (Appendix 1).

COMMENTS:

Compliance and Licensing staff have inspected the location and diagram documentation is attached (Appendix 2). Photographs were also taken of the pigeon enclosure and the accessory structures (Appendix 3).

The property in question is a semi-detached residential dwelling on Fergo Avenue. The rear yard is 13.11 metres (43 feet) wide and has a depth of 8 metres (26 feet, 3 inches).

The rear yard of the said property contains four separate accessory buildings. The City of Mississauga Zoning By-law 0225-2007, allows for one accessory building on the property. Committee of Adjustment

approval would be required to bring the accessory buildings into conformance with the Zoning By-law. Enforcement of the zoning contraventions have been put on hold pending the results of the exemption request.

The pigeon enclosure is 2.34 metres (7 feet, 8 inches) wide and 2.57 metres (8 feet, 5 inches) deep. The structure was measured at 2.44 metres (8 feet) to the peak of the roof. The pigeon enclosure is not within the permitted property line setback requirements as stated within Section 22 (2) of the Animal Care and Control By-law 0098-04, as amended.

The second accessory building located in the rear west corner is 3.81 metres (12 feet, 6 inches) wide and 3.12 metres (10 feet, 3 inches) deep. The structure is 3.2 metres (10 feet, 6 inches) in height and is set back .61 metres (2 feet) from the property line.

The third accessory building located on the west side property line is 2.36 metres (7 feet, 9 inches) wide and 1.4 metres (4 feet, 8 inches) in depth, located .3 metres (1 foot) from the property line. The current location of this shed would not meet minimum setback requirements under the Zoning By-law.

The fourth accessory building/structure is a standalone brick fireplace located on the rear east corner and has a setback of .61 metres (2 feet) from the property line.

Documentation associated with the request for exemption and information obtained through investigation indicate the structure has been used as a pigeon enclosure for 12 years and is presently home to 18 pigeons.

Five letters of support were received in the documentation provided by Mr. Carlos Medeiros; four letters from neighbouring properties in the area and one from an undetermined location (Appendix 4). Two of the three adjoining residential properties have also supplied a document of their support.

Compliance and Licensing Enforcement staff have received three complaints regarding the pigeon enclosure. On April 4, 2011 a complaint was received regarding the use of a shed in the rear yard for

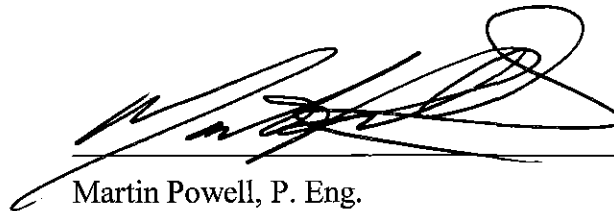
chickens. A second complaint was received on April 14, 2011 regarding the number of structures in the rear yard. On October 5, 2011 a further complaint was received regarding a pigeon enclosure in the rear yard.

FINANCIAL IMPACT: Not applicable.

CONCLUSION: Staff recommend that the exemption request be denied due to the complaints received by area residents, the non-compliance of the pigeon enclosure with the setback requirements under the Animal Care and Control By-law 0098-04, and the non-compliance with the Zoning Bylaw 0225-2007 provisions regarding the number of permitted accessory buildings and minimum set back requirements.

ATTACHMENTS:

- Appendix 1: Exemption Request from Mr. Carlos Medeiros
- Appendix 2: Diagram and Area information
- Appendix 3: Inspection Photographs
- Appendix 4: Letters of Support



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

*Prepared By: Douglas Meehan, Manager, Compliance and
Licensing Enforcement*

MF:DM:jmk

D-3
07

From: Carlos Medeiros
453 Fergo Avenue
Mississauga, ON
L5B 2J2

COUNCIL AGENDA
SEP 14 2011

May 30, 2011

City Clerk
The Corporation of the city of Mississauga
300 City Centre Drive
Mississauga, ON L5B 3C1

RE: Pigeon enclosure exemption request
Notice of contravention issued April 26, 2011

Dear City Clerk,

I am requesting an exemption due to the complaint made against myself regarding my pigeon enclosure. A few reasons why I am requesting an exemption are:

- the pigeons do not bother any of the residents in my area
- i have had them for many years

Some residents around me were willing enough to take time from their days and write letters supporting me in this request for an exemption.

Sincerely,

Carlos Medeiros

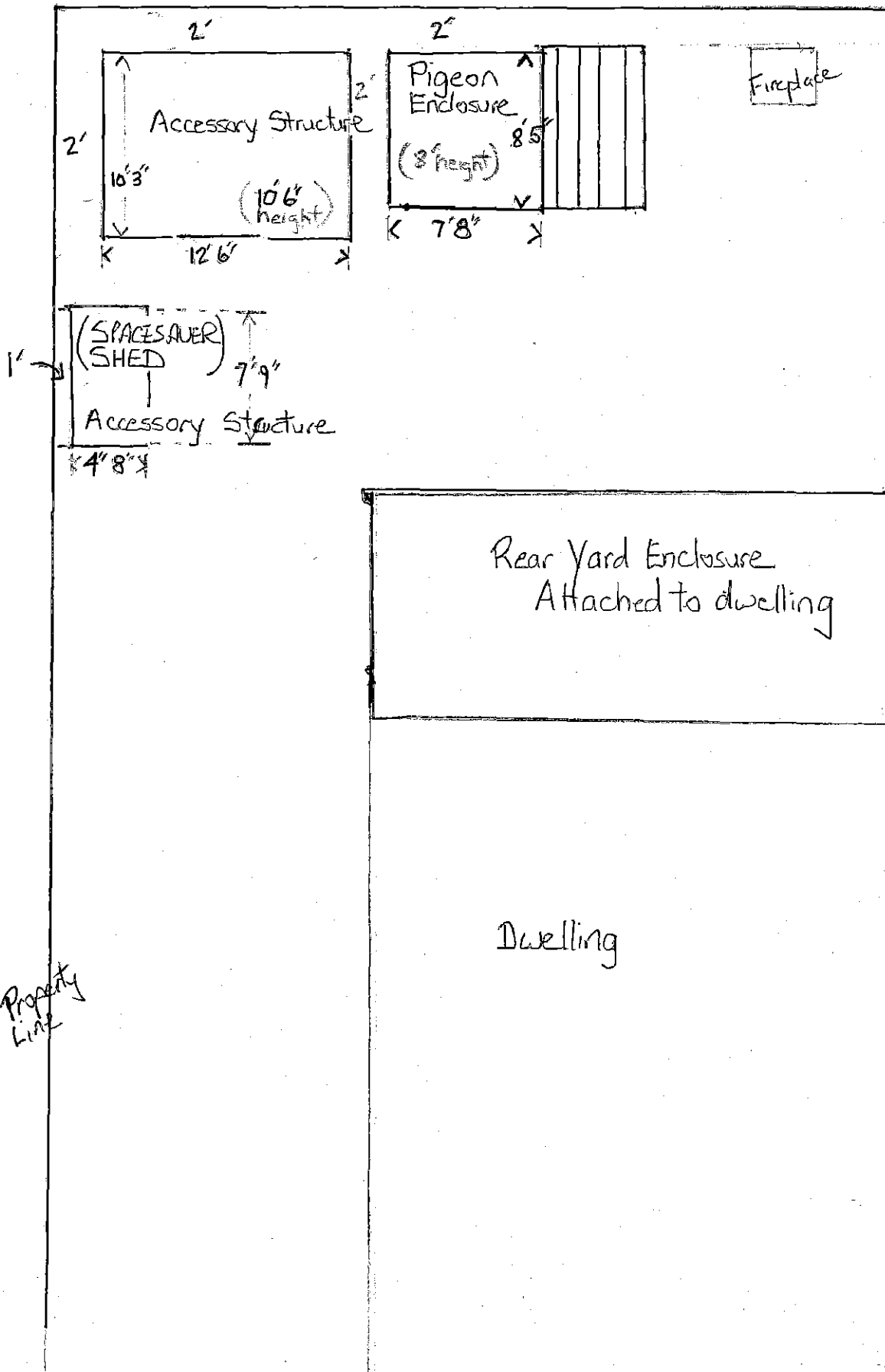
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CLERK'S DEPARTMENT

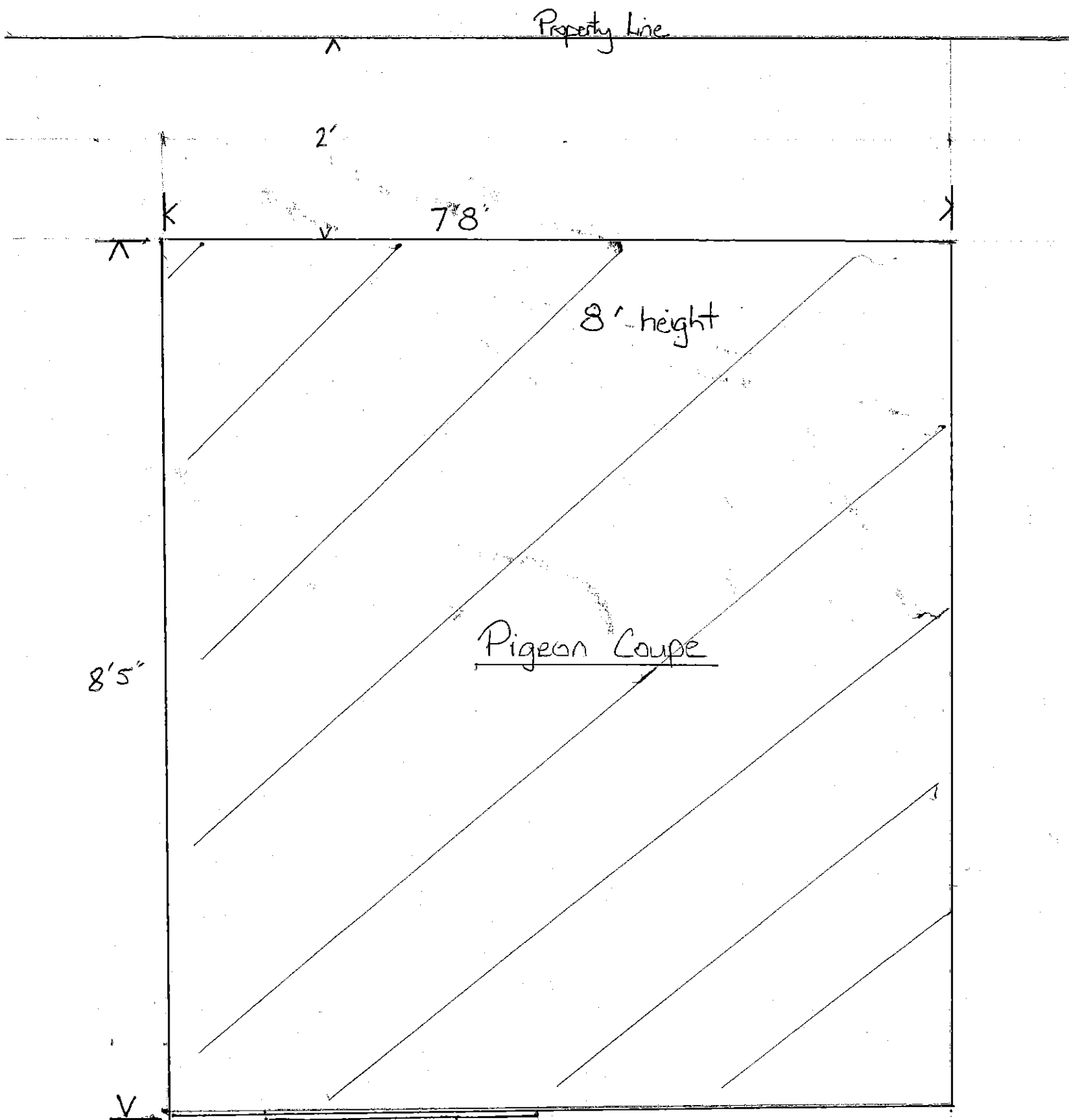
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JUN 06 2011
ENFORCEMENT

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<input type="checkbox"/> Community Services	For
<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Appropriate Action
<input type="checkbox"/> [unclear]	<input type="checkbox"/> Information
<input type="checkbox"/> Transportation & [unclear]	<input type="checkbox"/> Reply
	<input type="checkbox"/> [unclear]

453 Fergo Avenue

Pigeon Enclosure





BLOCK 'A'

47

220

L-7028

1024500
2456

(1' RES) BLK 'F'
1024520
2452

BLK 'L'

1024643

10246300
10463

1024590044
10459

10245700
10457

1024530045
10453

10245100
10451

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10447

10244500
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JM AVENUE
99901990

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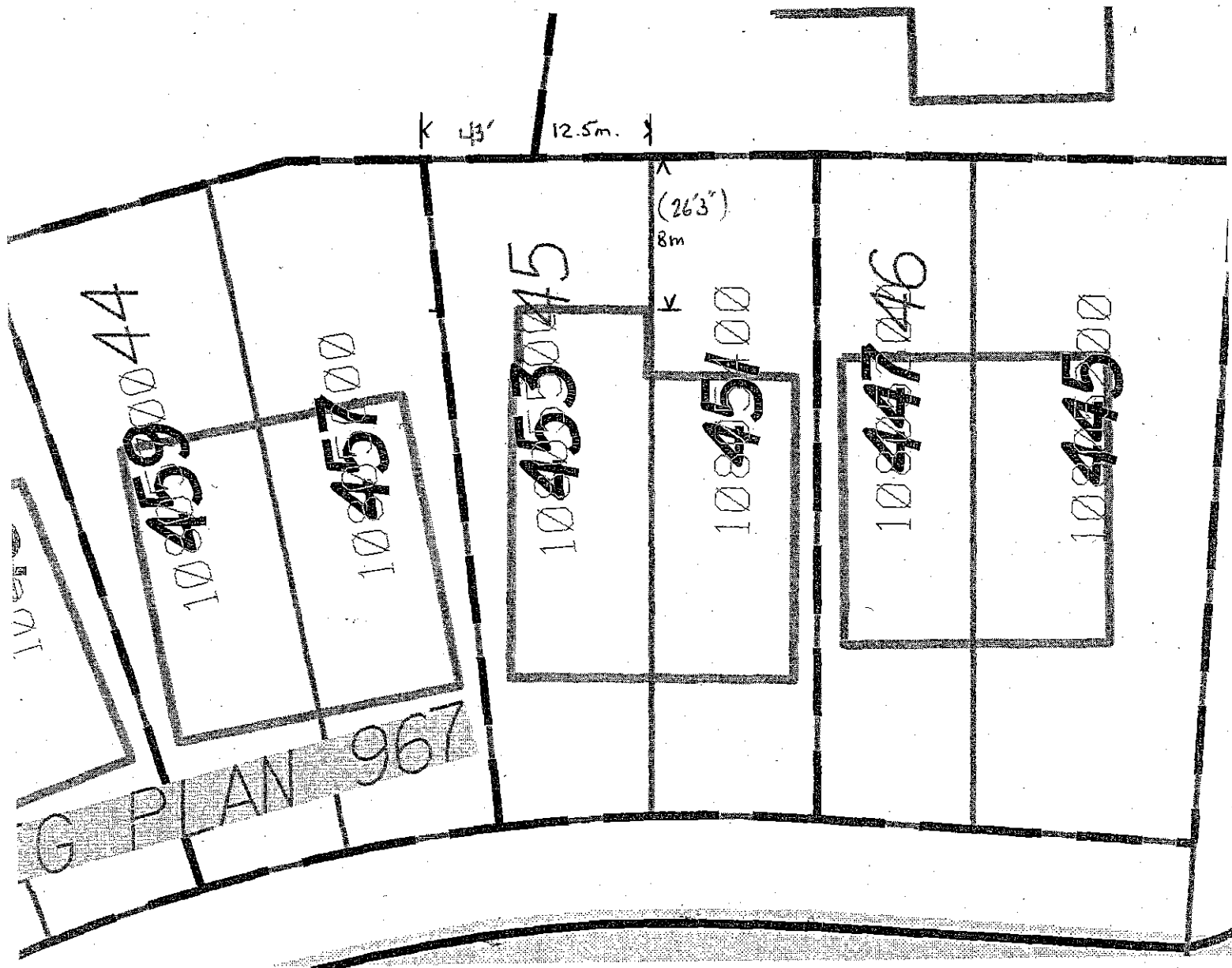
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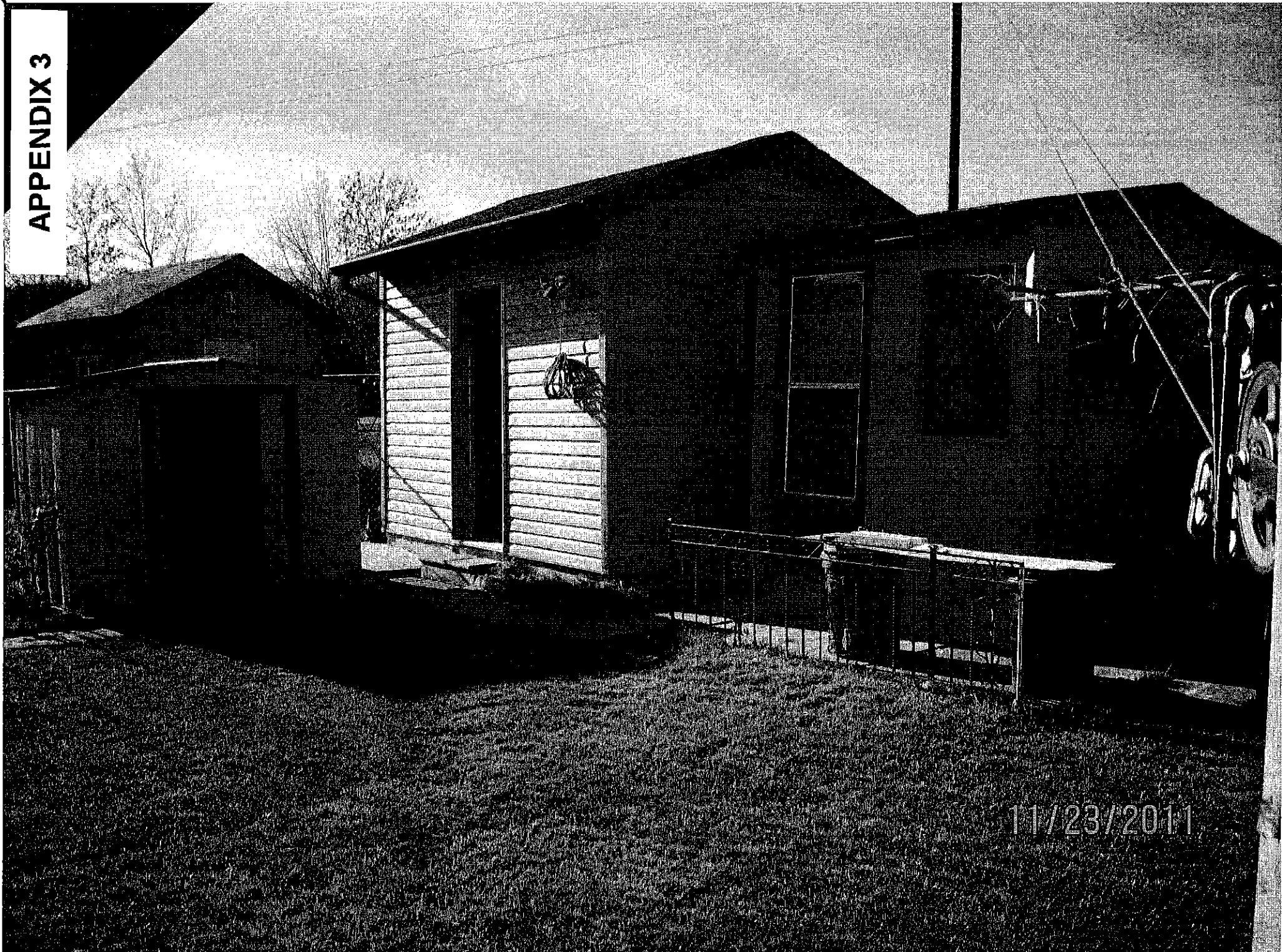
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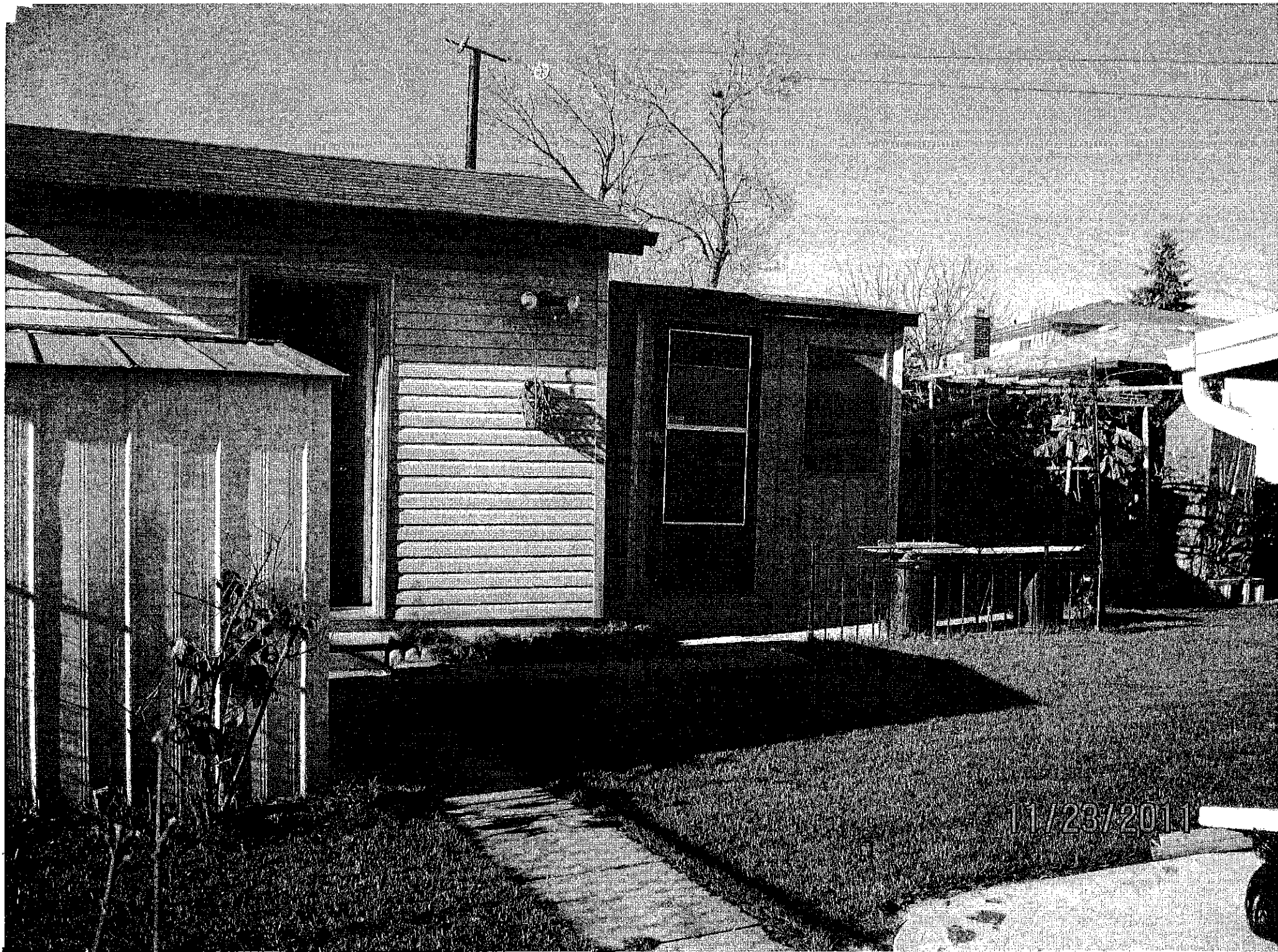




APPENDIX 3

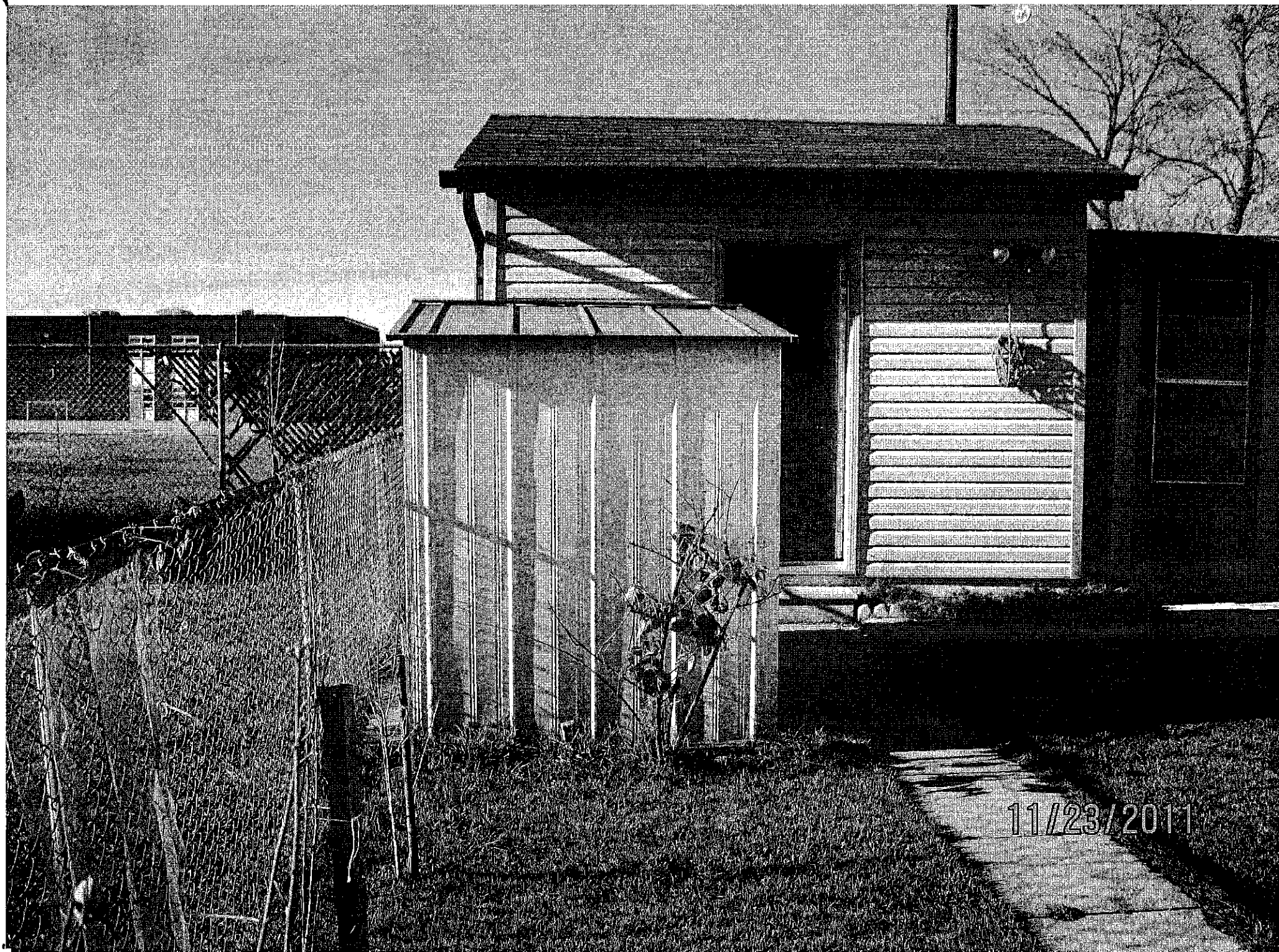


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11/23/2011

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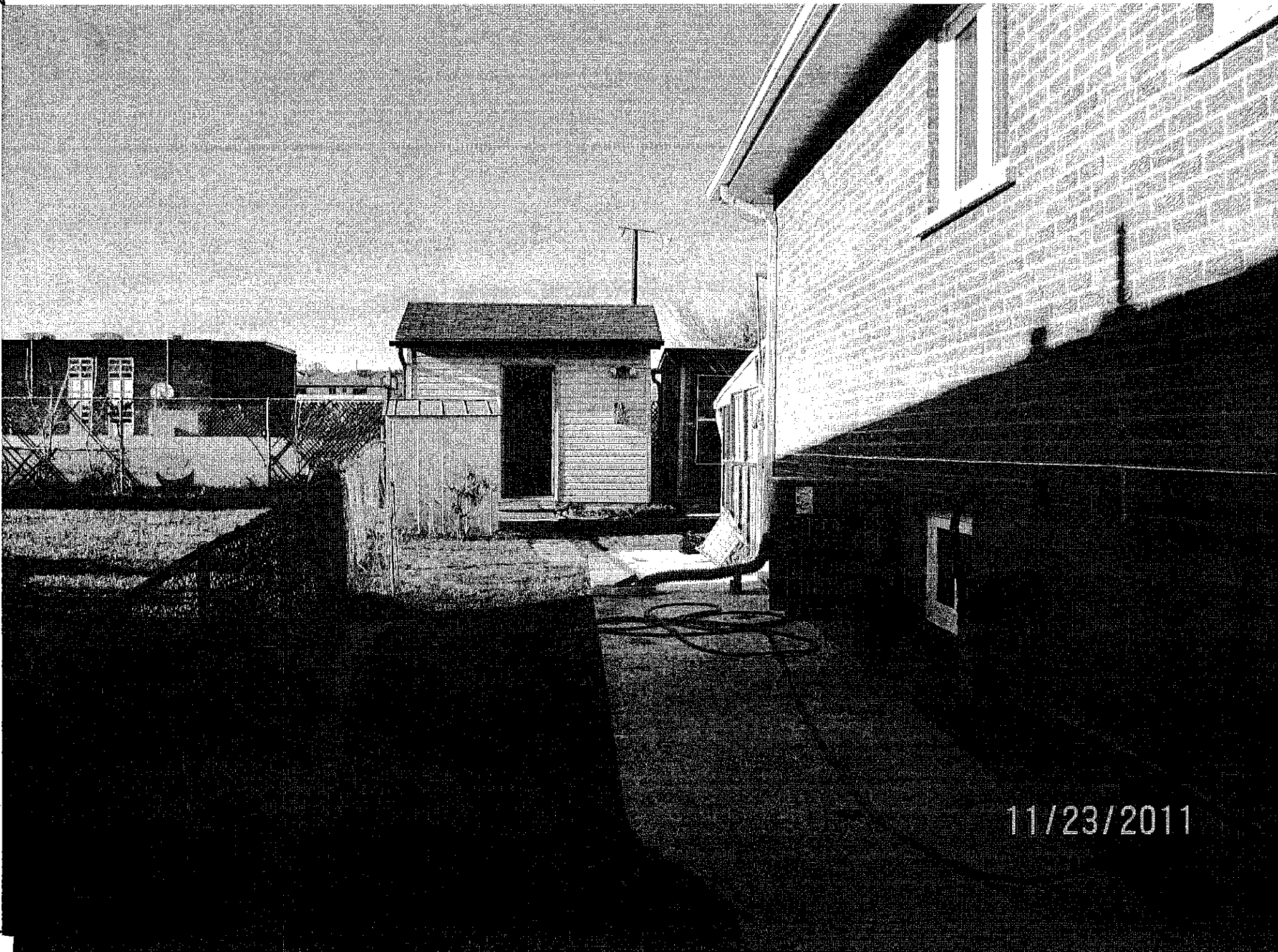
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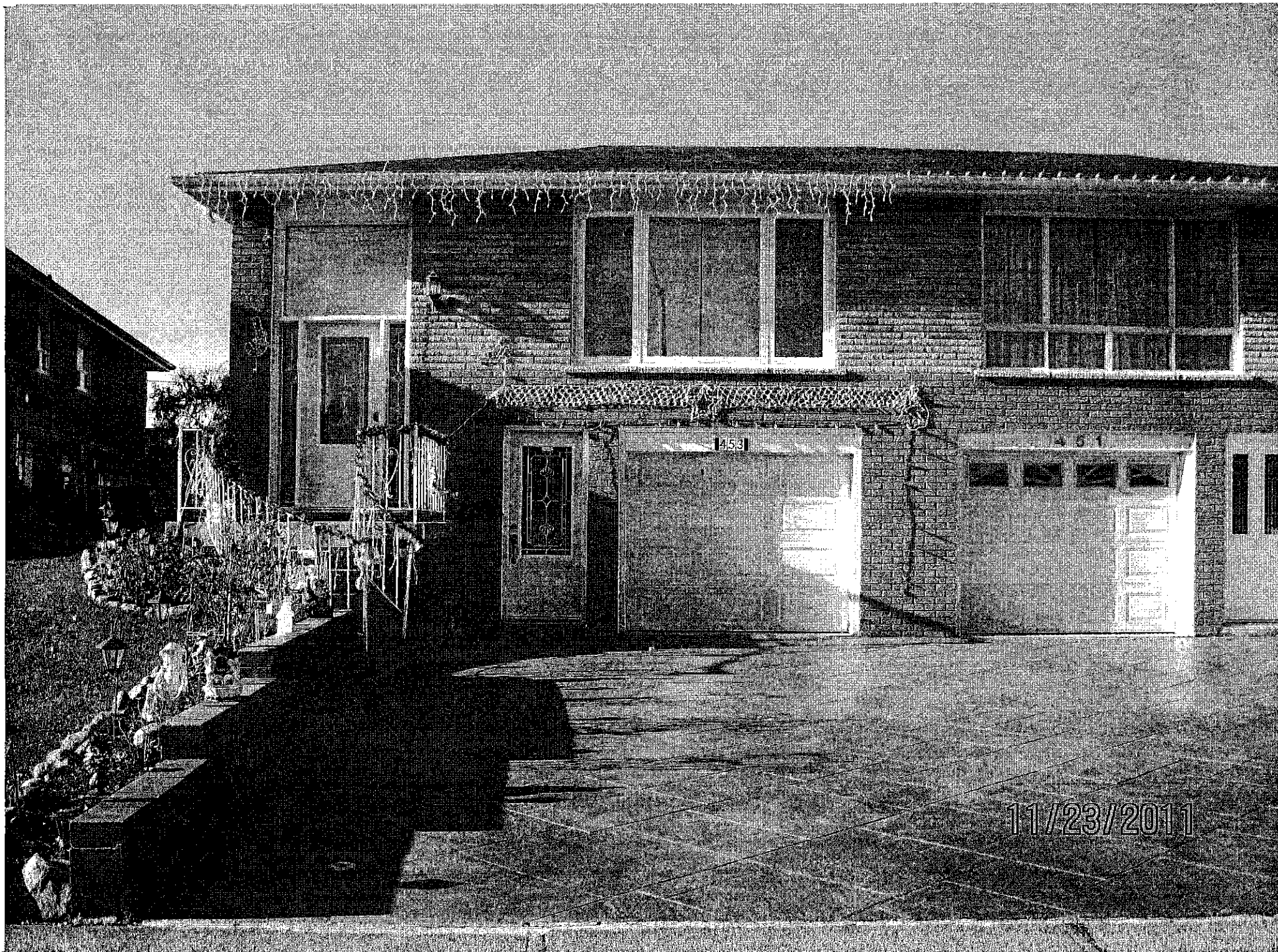
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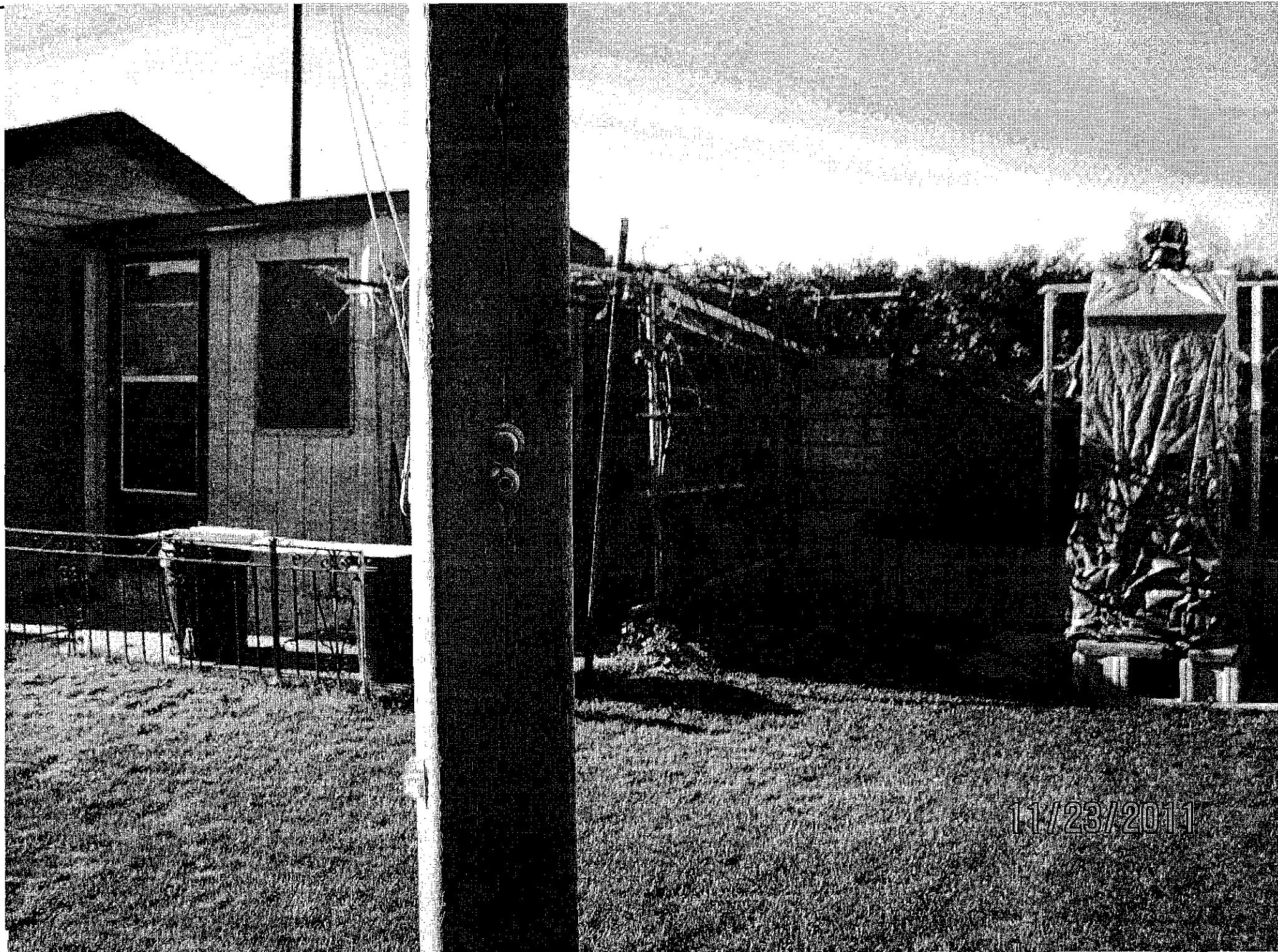


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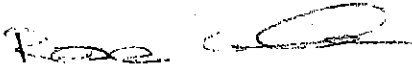
APPENDIX 4

D-3(b)

Dear City Clerk,

We are writing this letter
in order to support our
neighbor Carlos in his request
for exemption. We hope you
understand that these pigeons
do not bother us in any way.
Please take this into consideration.

Sincerely,

A handwritten signature in black ink, appearing to be "Roe" followed by a stylized flourish.

459 Fergo Avenue

D-3(c)

Dear City Clerk,

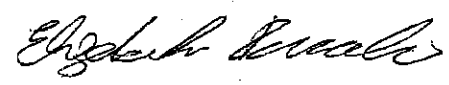
We are Carlos's neighbor. We recently moved in to the house and since we have lived here we have had no problems with Carlos having these pigeons. They are quiet and do not smell at all. We hope you take this into understanding.

Sincerely,

Steve Cabral



Elizabeth Penacho



451 Fergo Ave

D-3(d)

Dear City Clerk,

I am writing this letter to support Carlos in his request for an exemption because his pigeons have not caused any problems with anyone for the last 12 years. We hope you take this into consideration.

Sincerely,

Mania Alice
Just de Melo

475 Fergo Avenue

D-3(e)

Dear City Clerk,

We are writing this letter in order to support our neighbor Carlos in his request for exemption. We hope you understand that these pigeons do not bother us and we live right behind Carlos. Please take this into consideration.

Sincerely,

Jose Machado
Jose Machado

2452 Callum Avenue

Dear City Clerk,

We are writing this letter to support our nearby resident Carlos in his request for an exemption. We live a few houses down from Carlos but we have seen the pigeon shed and we agree that he keeps it very clean. We hope you take this into understanding.

Sincerely,

Maria SQUADRILLA

FRANCESCO SQUADRILLA

NICHECE SQUADRILLA

ANGELO SQUADRILLA

FLORIANA SQUADRILLA

STANLEY GITTENS

GEMMA GITTENS



Corporate Report

Clerk's Files

Originator's Files

MG.23.REP
RT.10.Z-52

DATE: February 08, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **All-Way Stop
John Watt Boulevard and Gaslamp Walk
(Ward 11)**

GENERAL COMMITTEE

FEB 29 2012

RECOMMENDATION: That an all-way stop control not be implemented at the intersection of John Watt Boulevard and Gaslamp Walk as the warrants have not been met.

BACKGROUND: Concerns have been identified by area residents through the Ward Councillor's office regarding the need for operational improvements at the intersection of John Watt Boulevard and Gaslamp Walk.

Currently, the intersection of John Watt Boulevard and Gaslamp Walk operates as a three-leg intersection with stop controls for northbound motorists on Gaslamp Walk and eastbound motorists on John Watt Boulevard.

Councillor Carlson has requested that the Transportation and Works Department submit a report to General Committee regarding the implementation of an all-way stop control at the intersection of John Watt Boulevard and Gaslamp Walk.

COMMENTS:

Both A.M./P.M. manual turning movement counts were completed on Thursday, September 29, 2011 at this intersection to determine if an all-way stop control is warranted. The results are as follows:

John Watt Boulevard and Gaslamp Walk - September 29, 2011

Part A: Volume for All Approaches: 37%

Part B: Volume Splits: 95%

In order for an all-way stop to be warranted, both Parts "A" and "B" must equal 100 percent. Based on the results, an all-way stop control is not warranted at the intersection of John Watt Boulevard and Gaslamp Walk.

A review of the collision history at these intersections did not reveal any reported collisions within the past three years. Therefore an all-way stop control is not warranted based on the collision history.

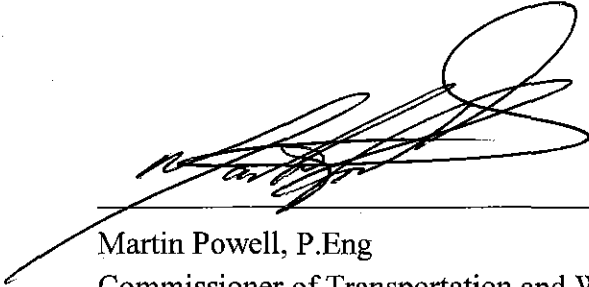
FINANCIAL IMPACT: Not Applicable.

CONCLUSION:

Based on the manual turning movement count and the collision history, the Transportation and Works Department does not recommend the implementation of an all-way stop control at the intersections of John Watt Boulevard and Gaslamp Walk.

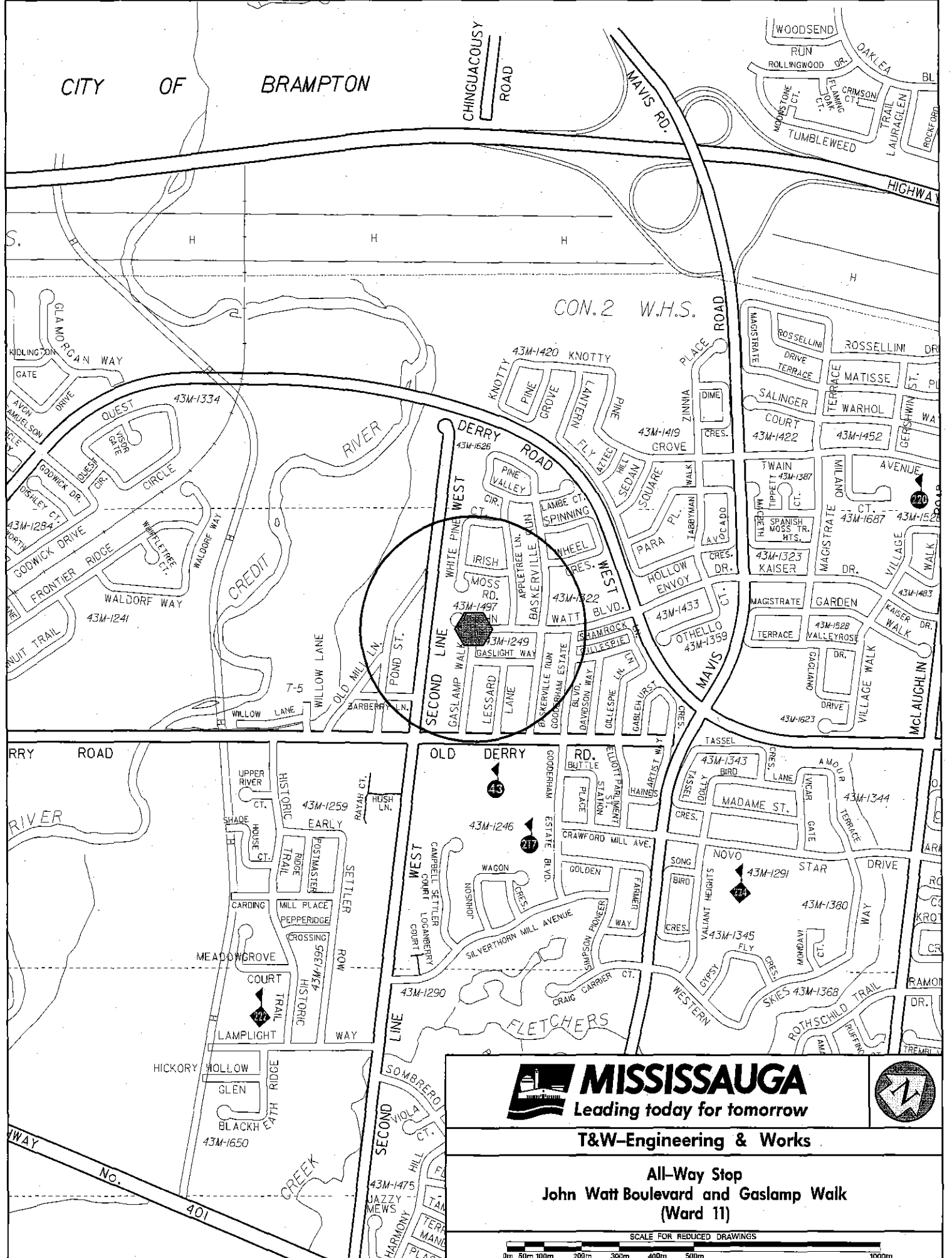
ATTACHMENTS:


Appendix 1: Location Map – All-Way Stop – John Watt Boulevard and Gaslamp Walk
(Ward 11)



Martin Powell, P.Eng
Commissioner of Transportation and Works


Prepared By: Darek Pest, Traffic Technician





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T&W-Engineering & Works

All-Way Stop
John Watt Boulevard and Gaslamp Walk
(Ward 11)

SCALE FOR REDUCED DRAWINGS

0m 50m 100m 200m 300m 400m 500m 1000m



Corporate Report

Clerk's Files

Originator's Files
MG.23.REP
RT.10.Z28,
Z29, Z30, Z31,
Z32, Z36, Z58

DATE: February 2, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Proposed Exemption to Noise Control By-law No. 360-79,
Highway 403 from Highway 401 to Winston Churchill Boulevard
(Wards 3, 4, 5, 6 and 8)**

GENERAL COMMITTEE FEB 29 2012
--

RECOMMENDATION: That the Ministry of Transportation of Ontario (MTO) be granted an exemption from Noise By-law No. 360-79, as amended, to allow for extended 24-hour construction work for the replacement of the Vehicle Detection System (VDS) along Highway 403 commencing Monday, July 2, 2012 and ending Monday, December 31, 2012.

BACKGROUND: The Ministry of Transportation (MTO) intends to proceed with the replacement of 47 mainline and 39 ramp conventional loop stations along Highway 403, between Highway 401 and Winston Churchill Boulevard. New loops will be installed in conduits under the highway.

COMMENTS: MTO has requested an exemption from Noise Control By-law No. 360-79 to allow for overnight construction work.

In order to minimize the impact that the construction work may have on City of Mississauga residents and the travelling public, the MTO is proposing to complete the replacement of the VDS outside the

permitted hours. The overnight construction work will involve traffic construction staging/control, equipment and material deliveries, pavement cutting and related traffic lane closures. Directional boring operations will take place using boring machines positioned off the road shoulder within the MTO right-of-way.

To mitigate construction related noise, the Contractor will be required to; keep the idling of construction equipment to a minimum, use proper noise arrestors and maintain equipment in good working order. In addition, MTO construction noise protocol requires that the Contract Administrator monitor and investigate any complaints regarding construction noise.

The exemption is requested as these overnight work activities will significantly reduce the duration of the project and it will substantially alleviate traffic disruptions during the day.

Prior to the commencement of construction, the MTO will inform the residents directly affected by the planned construction.

Wards 3, 4, 5, 6, and 8 Councillors have been made aware of the proposed exemption from Noise Control By-law No. 360-79.

FINANCIAL IMPACT: Not Applicable.

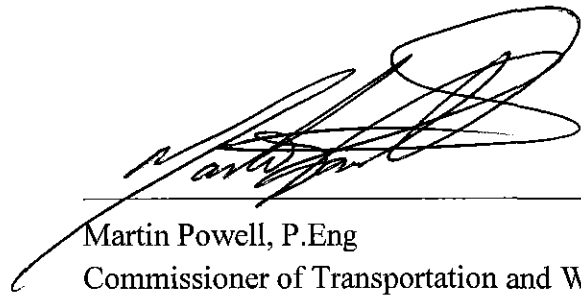
CONCLUSION: In order to minimize the impact that the construction work may have on City of Mississauga residents and the travelling public, the Transportation and Works Department supports the Noise By-law exemption to allow for extended 24-hour construction work for the replacement of the VDS along Highway 403 between Highway 401 and Winston Churchill Boulevard commencing Monday, July 2, 2012 and ending Monday, December 31, 2012.

ATTACHMENTS:

- Appendix 1: Location Map – Noise Control By-law Exemption – Highway 403 VDS Replacement (Wards 3 and 5)
- Appendix 2: Location Map – Noise Control By-law Exemption – Highway 403 VDS Replacement (Ward 4)

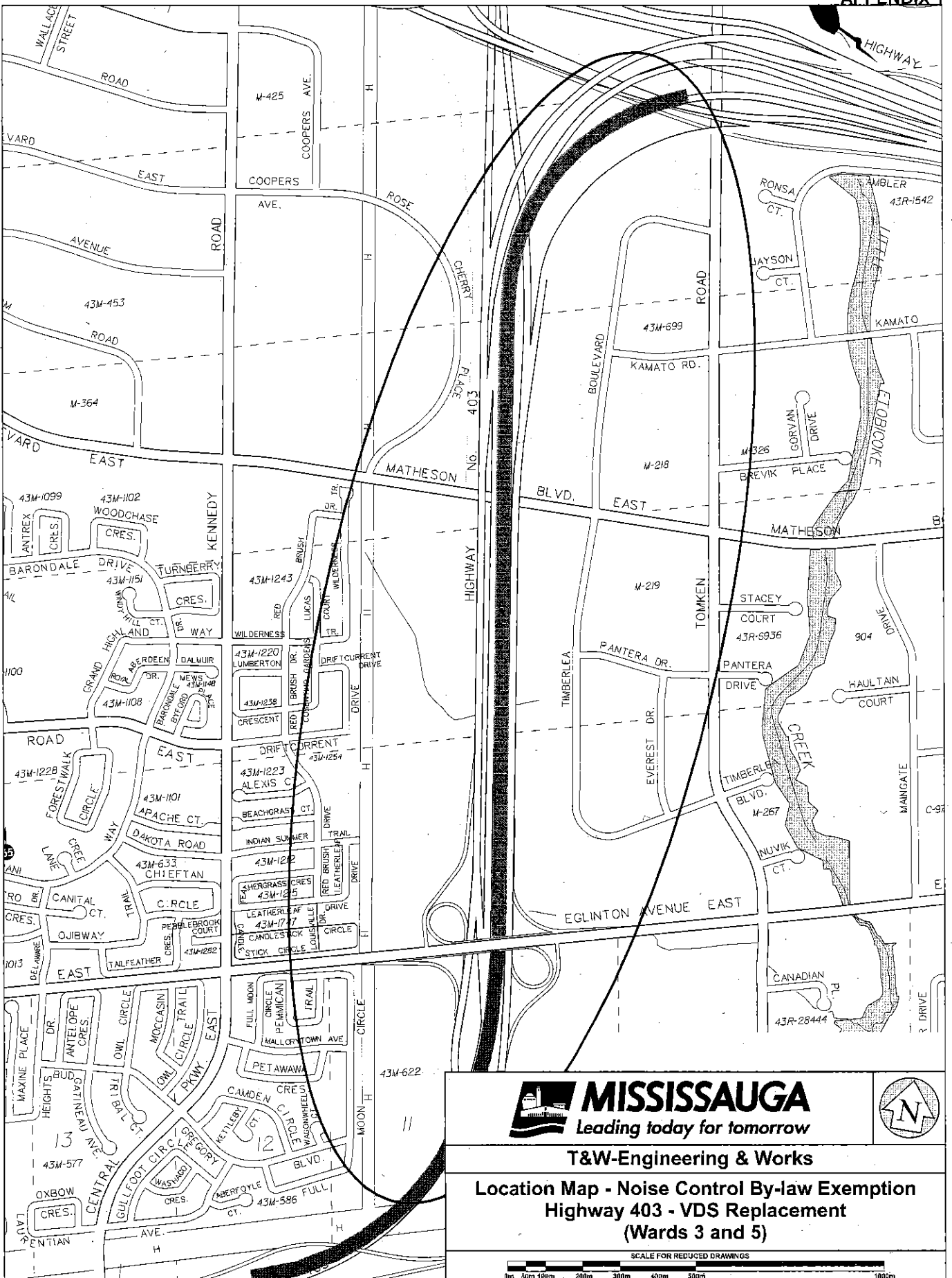
Appendix 3: Location Map – Noise Control By-law Exemption –
Highway 403 VDS Replacement (Ward 6)

Appendix 4: Location Map – Noise Control By-law Exemption –
Highway 403 VDS Replacement (Ward 8)



Martin Powell, P.Eng
Commissioner of Transportation and Works

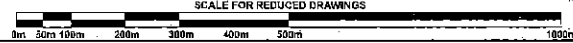
Prepared By: Darek Koziol, Traffic Technologist



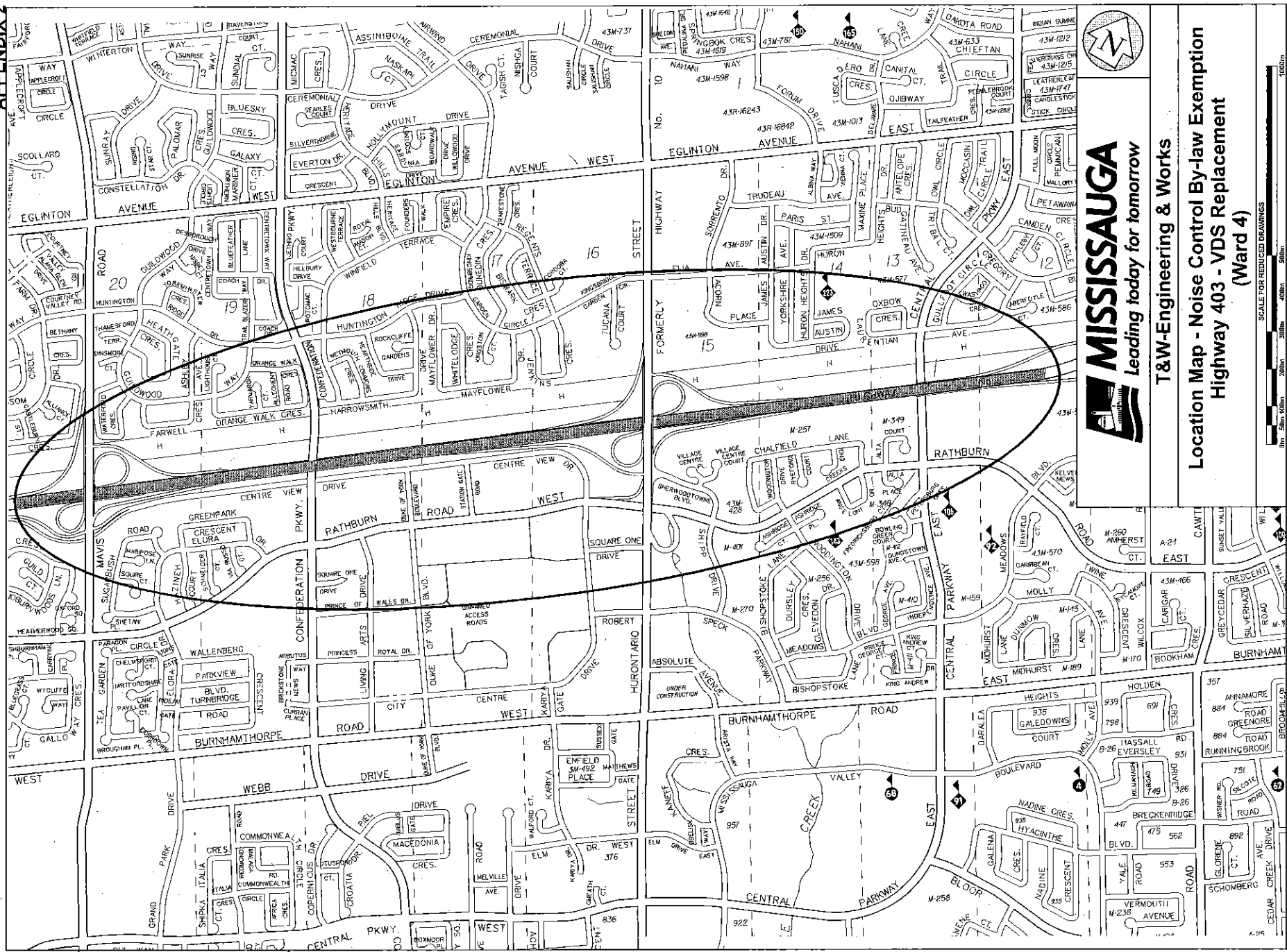
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 Location Map - Noise Control By-law Exemption
 Highway 403 - VDS Replacement
 (Wards 3 and 5)



APPENDIX 2

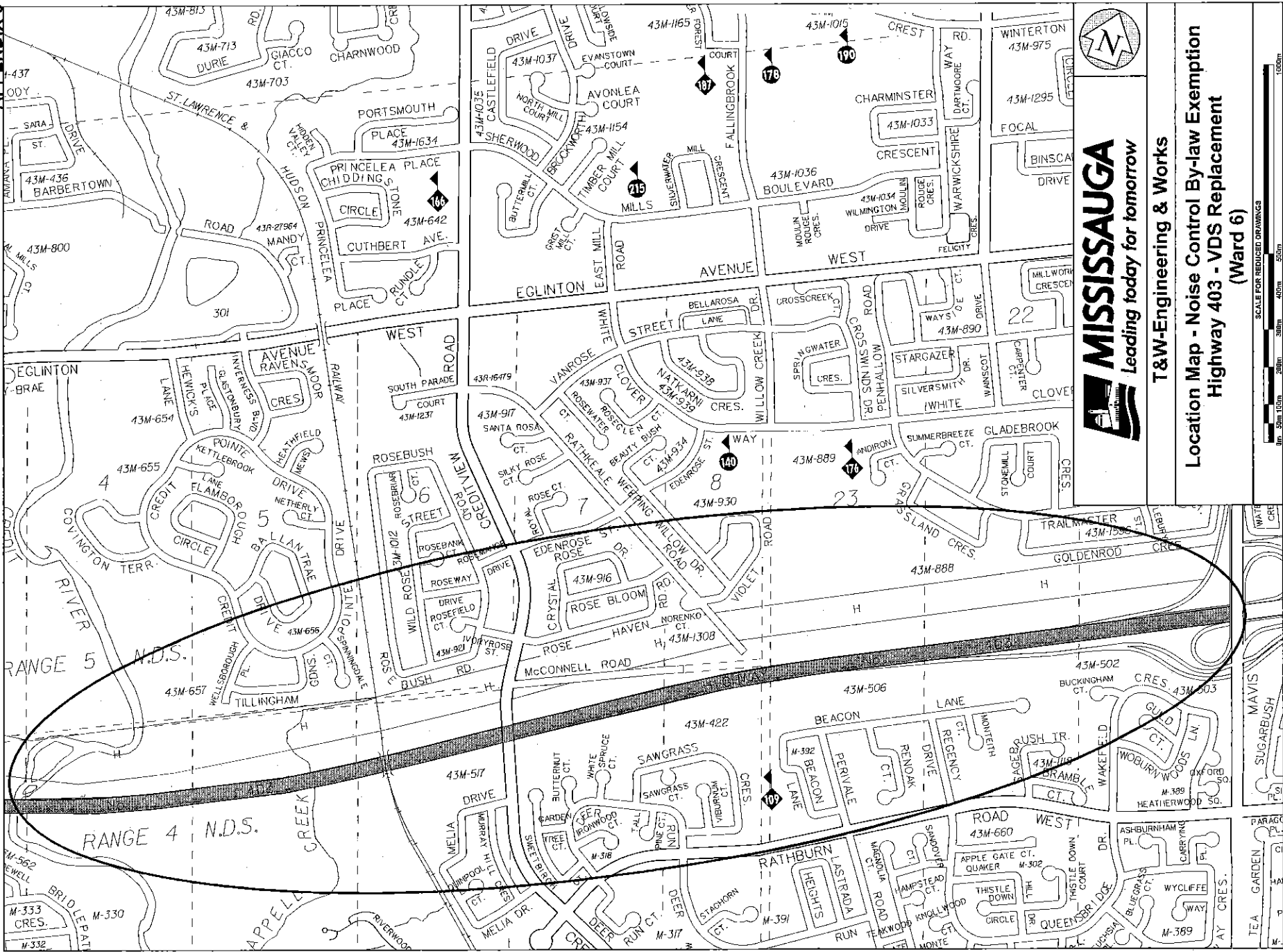


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T&W-Engineering & Works

**Location Map - Noise Control By-law Exemption
 Highway 403 - VDS Replacement
 (Ward 4)**





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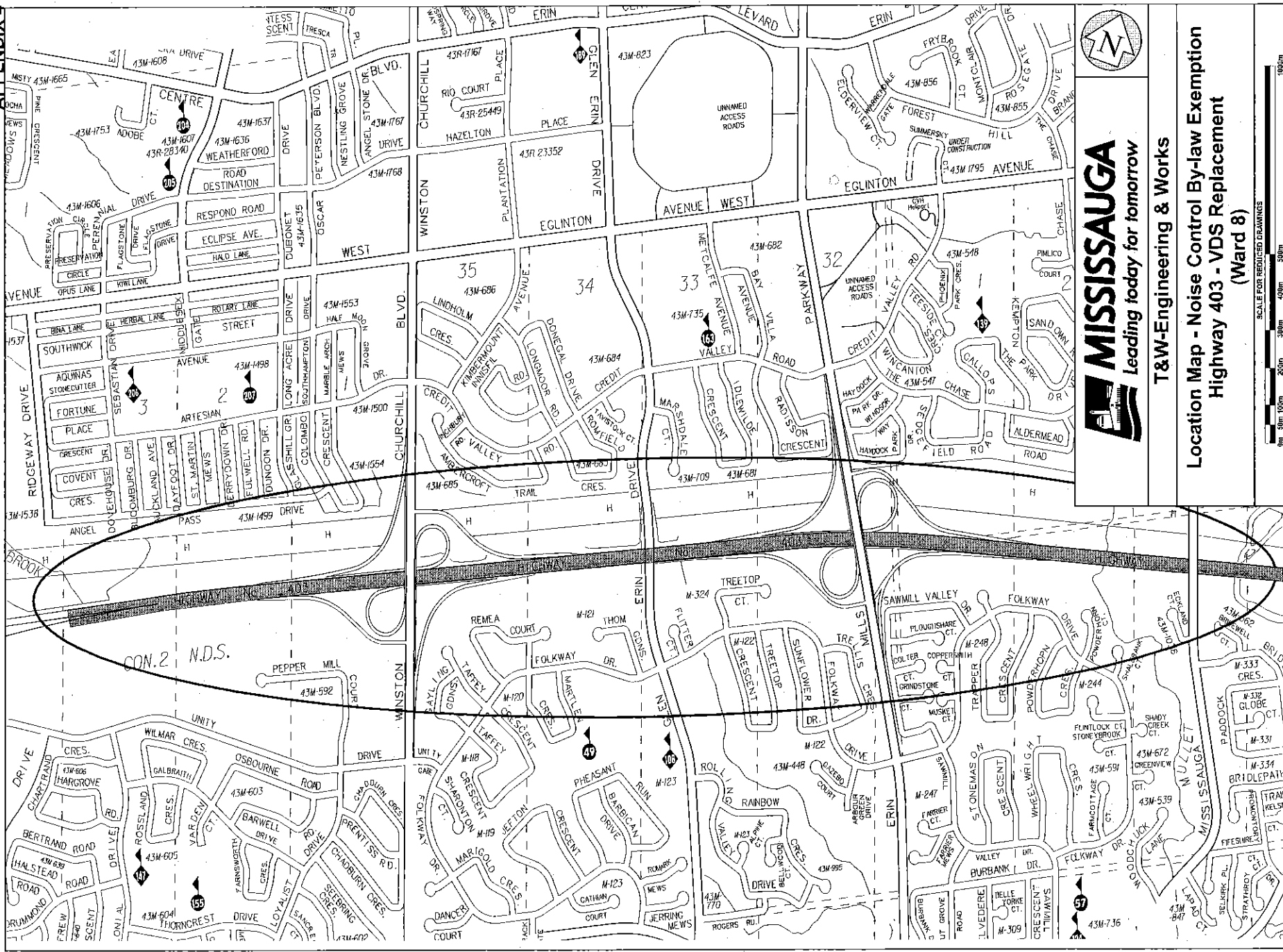
T&W-Engineering & Works

Location Map - Noise Control By-law Exemption
 Highway 403 - VDS Replacement
 (Ward 6)



6

APPENDIX 4



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Location Map - Noise Control By-law Exemption
 Highway 403 - VDS Replacement
 (Ward 8)





Corporate Report

Clerk's Files

Originator's Files

MG.23.REP
RT.10.Z-36E

DATE: February 1, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Proposed Exemption to Noise Control By-law No. 360-79,
Highway 403 north of Matheson Boulevard East
(Ward 5)**

<p>GENERAL COMMITTEE</p> <p>FEB 29 2012</p>
--

RECOMMENDATION: That the Ministry of Transportation of Ontario (MTO) be granted an exemption from Noise By-law No. 360-79, as amended, to allow for extended 24-hour construction work for the replacement of the culvert beneath Highway 403 commencing Wednesday, July 4, 2012 and ending Tuesday, July 31, 2012.

BACKGROUND: The MTO intends to proceed with the replacement of the existing culvert beneath Highway 403 located approximately 250 metres (820 feet) north of Matheson Boulevard East.

COMMENTS: Ainely Group, on behalf of the MTO, has requested an exemption from Noise Control By-law No. 360-79 to allow for overnight construction work.

In order to minimize any impacts the construction work may have on City of Mississauga residents and the travelling public, the MTO is proposing to complete construction works outside the permitted hours.

The overnight construction work will involve removal of the existing and subsequent installation of the new culvert, traffic construction staging/control, equipment and material deliveries, pavement resurfacing and related traffic lane closures. The operation of construction equipment related to excavation, backfill and paving activities will be the primary source of sound during this project.

It should be noted that there are no residential areas within close proximity of the culvert location that would be impacted by the proposed construction activities. The lands abutting Highway 403 to the west of the subject location house the Hershey Centre Sports Complex. Land use to the east is industrial/commercial/business employment in nature.

It is anticipated the noise generated by the construction equipment while in use will be very similar to the maximum noise generated by highway traffic.

Ainely Group has informed the Transportation and Works Department that the construction work can be completed within five consecutive nights. However, as a precaution to unforeseen circumstances, an exemption from Noise Control By-law No. 360-79 to allow construction work over twenty nights was requested.

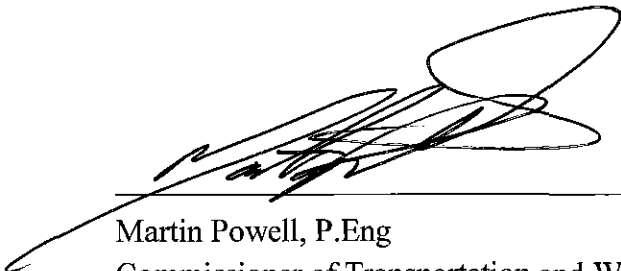
The exemption is requested as these overnight work activities will significantly reduce the duration of the project and it will substantially alleviate traffic disruptions during the day.

The Ward Councillor has been made aware of the proposed exemption from Noise Control By-law No. 360-79.

FINANCIAL IMPACT: Not Applicable.

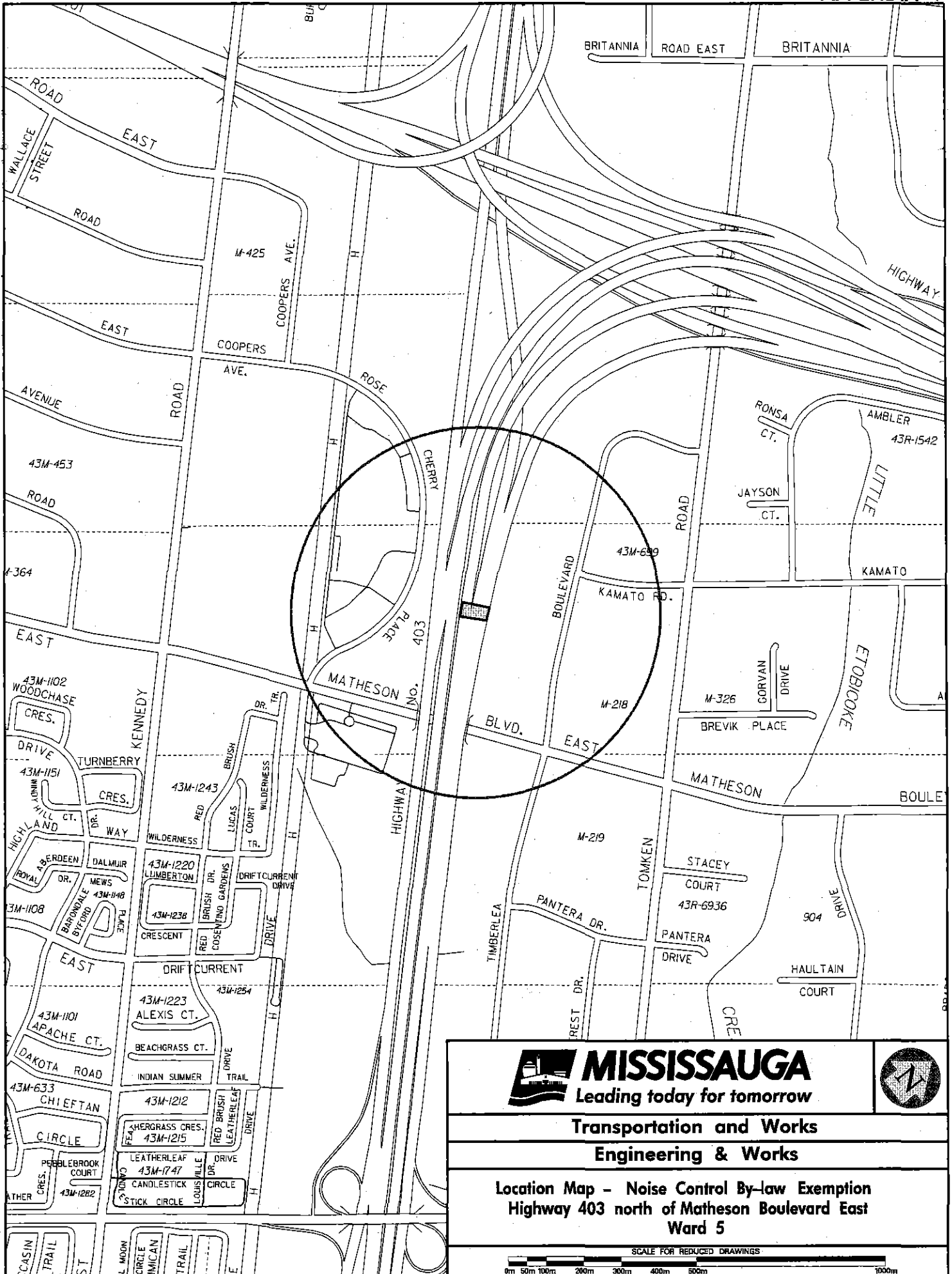
CONCLUSION: In order to minimize any impacts the construction work may have on City of Mississauga residents and the travelling public, the Transportation and Works Department supports the Noise By-law exemption to allow for extended 24-hour construction work for the replacement of the culvert beneath Highway 403 commencing Wednesday, July 4, 2012 and ending Tuesday, July 31, 2012.

ATTACHMENTS: Appendix 1: Location Map – Noise Control By-law Exemption –
Highway 403 north of Matheson Boulevard East
(Ward 5)



Martin Powell, P.Eng
Commissioner of Transportation and Works

Prepared By: Darek Koziol, Traffic Technologist



	<p>MISSISSAUGA Leading today for tomorrow</p>	
<p>Transportation and Works Engineering & Works</p>		
<p>Location Map - Noise Control By-law Exemption Highway 403 north of Matheson Boulevard East Ward 5</p>		
<p>SCALE FOR REDUCED DRAWINGS 0m 50m 100m 200m 300m 400m 500m 1000m</p>		



Corporate Report

Clerk's Files

Originator's Files

MG.23.REP
RT.10.Z49

DATE: February 10, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Temporary Road Closure
Sherwoodtowne Boulevard at Hurontario Street
(Ward 4)**

GENERAL COMMITTEE FEB 29 2012
--

RECOMMENDATION: That a by-law be enacted to implement the temporary closure of Sherwoodtowne Boulevard at Hurontario Street, commencing at 7:00 a.m. on Monday, March 19, 2012, and ending at 7:00 p.m. on Monday, July 16, 2012.

BACKGROUND: The Transportation and Works Department is currently constructing the Mississauga Bus Rapid Transit (BRT) Project and needs to temporarily close Sherwoodtowne Boulevard at Hurontario Street for this construction.

The road closure is needed to facilitate the installation of a grade separation for the busway under Sherwoodtowne Boulevard, and will commence on Monday, March 19, 2012 for a period of four months.

COMMENTS: The work involves construction of a new bridge at Sherwoodtowne Boulevard to allow for an underpass of the BRT busway.

In order to safely complete the work and minimize the duration of construction, a full road closure of Sherwoodtowne Boulevard at Hurontario Street is required.

If approved, the Transportation and Works Department will arrange for the installation of portable variable message signs, road closure and detour signage, barricades and closure information signs. In addition, notices will be hand-delivered to all business owners on Sherwoodtowne Boulevard and information will be posted on the Project web site.

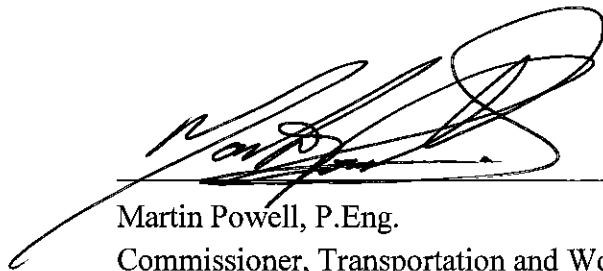
The Transportation and Works Department will notify all emergency services, 311 Customer Service Centre, student transportation, and Mississauga Transit of this temporary road closure.

The area Ward Councillor has also been made aware of the temporary road closure.

FINANCIAL IMPACT: All costs for signage and notices will be charged to the capital project.

CONCLUSION: In recognition of the need to build a grade separation for the BRT busway at Sherwoodtowne Boulevard, the Transportation and Works Department supports the temporary closure of Sherwoodtowne Boulevard at Hurontario Street commencing at 7:00 a.m. on Monday, March 19, 2012 and ending at 7:00 p.m. on Monday, July 16, 2012.

ATTACHMENTS: Appendix 1: Location Map - Temporary Road Closure Detour Route Sherwoodtowne Boulevard at Hurontario Street (Ward 4)

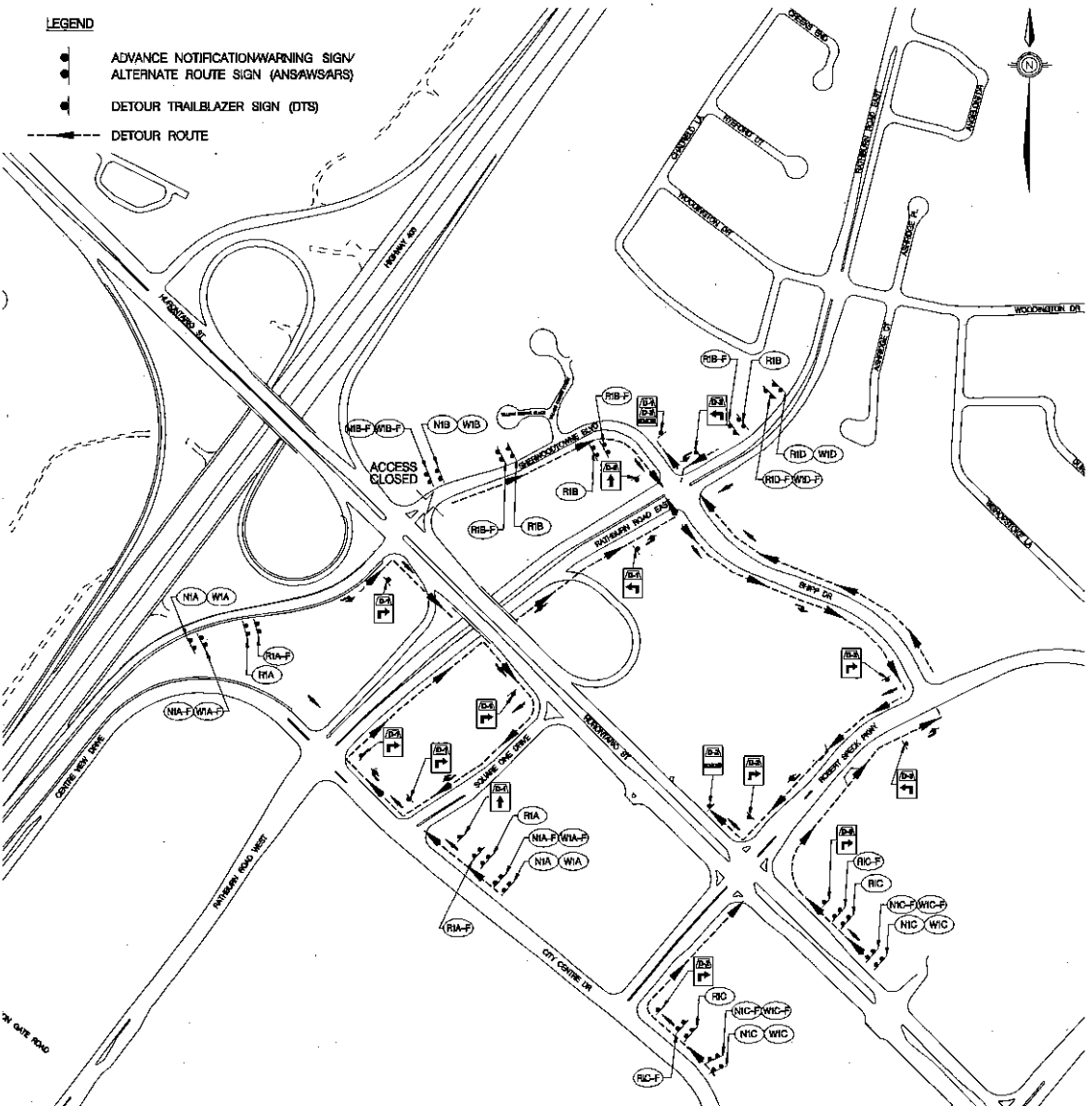


Martin Powell, P.Eng.
Commissioner, Transportation and Works

Prepared By: Andy Harvey, MBA, P.Eng, PMP

PLOTTED BY: C DEAN
 FILE: P:\Drawings\Transit\7493_Mississauga_B.R.T. Detailed Design\Contract Drawings\7493-667-Route Detour D1.dgn
 DATE: 07/24/2010 TIME: 11:48:16 PM

NIA ANS Access to Sherwoodtowne Blvd. To Be Closed Starts MMM-DD	NIA-F ANS Accès à la Sherwoodtowne Blvd. Sera fermé À compter du DD-MMM
WIA ANS Access to Sherwoodtowne Blvd. Closed MMM-DD To MMM-DD FOLLOW/D-1	WIA-F ANS Accès à la Sherwoodtowne Blvd. Fermé DD-MMM au DD-MMM SUIVRE/D-1
RIA ANS Access to Sherwoodtowne Blvd. Via Hurontario Street FOLLOW/D-1	RIA-F ANS Accès à la Sherwoodtowne Blvd. Via Hurontario Street SUIVRE/D-1
NIB ANS Access to Hurontario St. To Be Closed Starts MMM-DD	NIB-F ANS Accès à la Hurontario St. Sera fermé À compter du DD-MMM
WIB ANS Access to Hurontario St. Closed MMM-DD To MMM-DD FOLLOW/D-2	WIB-F ANS Accès à la Hurontario St. Fermé DD-MMM au DD-MMM SUIVRE/D-2
RIB ANS Access to Hurontario St. Via Shipp Drive FOLLOW/D-2	RIB-F ANS Accès à la Hurontario St. Via Shipp Drive SUIVRE/D-2
NIC ANS Access to Sherwoodtowne Blvd. To Be Closed Starts MMM-DD	NIC-F ANS Accès à la Sherwoodtowne Blvd. Sera fermé À compter du DD-MMM
WIC ANS Access to Sherwoodtowne Blvd. Closed MMM-DD To MMM-DD FOLLOW/D-3	WIC-F ANS Accès à la Sherwoodtowne Blvd. Fermé DD-MMM au DD-MMM SUIVRE/D-3
RIC ANS Access to Sherwoodtowne Blvd. Via Robert Speck Pkwy FOLLOW/D-3	RIC-F ANS Accès à la Sherwoodtowne Blvd. Via Robert Speck Pkwy SUIVRE/D-3
ND ANS Access to Hurontario VIA Sherwoodtowne Blvd. To Be Closed Starts MMM-DD	ND-F ANS Accès à la Hurontario VIA Sherwoodtowne Blvd. Sera fermé À compter du DD-MMM
WD ANS Access to Hurontario VIA Sherwoodtowne Blvd. Closed MMM-DD To MMM-DD	WD-F ANS Accès à la Hurontario VIA Sherwoodtowne Blvd. Fermé DD-MMM au DD-MMM



LEGEND
 ● ADVANCE NOTIFICATION/WARNING SIGN/
 ALTERNATE ROUTE SIGN (ANS/AWS/ARS)
 ● DETOUR TRAILBLAZER SIGN (DTS)
 — DETOUR ROUTE

- NOTES:**
- ANS - ADVANCED NOTIFICATION SIGN
 AWS - ADVANCED WARNING SIGN
 ARS - ALTERNATE ROUTE SIGN
 PMS - PORTABLE VARIABLE MESSAGE SIGN
 CMS - CHANGEABLE MESSAGE SIGN
 - ANS TO BE INSTALLED A MINIMUM 7 WORKING DAYS PRIOR TO START OF WORK.
 - REPLACE "MMM DD" WITH CORRECT START DATES.
 - AWS SHALL BE MODIFIED DAILY AND SHOULD ACCURATELY DESCRIBE SCHEDULED WORK.
 - ALL DETOUR ROUTE SIGNING SHALL BE IN ACCORDANCE WITH OTM BOOK 7.
 - ENGLISH AND FRENCH SIGNS TO BE PLACED 30M APART.

SERVICE DATA					
SERVICE	DATE	INT.	SERVICE	DATE	INT.
SAL. SERVICES			GAS WIRES		
TEL. SERVICES			BELL AND CABLE		
WATERMANS			HYDRO AND CABLE		
W.D.E.					

REVISIONS		
DATE	DETAILS	INT.
21/07/2010	ISSUED FOR TENDER	D.P.
30/04/2010	A. AMENDMENT # 7	S.P.
30/06/2002	ISSUED FOR CONSTRUCTION	R.P.

JUNE 03, 2010
ISSUED FOR CONSTRUCTION

McCORMICK RANKIN CORPORATION
 A member of **MMMO GROUP**

DESIGN BY: APPROVED BY:

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MISSISSAUGA BUS RAPID TRANSIT
 ROUTE DETOUR
 ADVANCE NOTIFICATION/WARNING/TC-64 SIGNING

SCALE	AS SHOWN	AREA	26-28	PROJECT NO.	A08-232
C.A.D. BY		CHECKED BY		PLAN NO.	
DATE	30/06/2010	SHEET	210	C-	

APPENDIX 1



Corporate Report

Clerk's Files

Originator's Files 43M-1596
SP-08/023

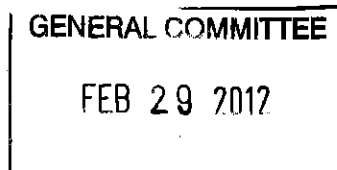
9

DATE: February 13, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: Assumption of Municipal Services (Wards 6 and 8)



RECOMMENDATION:

1. That the City of Mississauga assume the municipal works as constructed by the developer under the terms of the Servicing Agreement for 43M-1596, *Southlawn Developments Inc.* (lands located north of Highway 403, west of Mavis Road, east of Gladebrook Crescent and south of Stargazer Drive known as *Southlawn-Phase 1 Subdivision*), and that the Letter of Credit in the amount of \$1,566,701.14 be returned to the developer and that a by-law be enacted to establish the road allowances within the Registered Plan as public highway and part of the municipal system of the City of Mississauga.

43M-1596 (Ward 6)

2. That the City of Mississauga assume the municipal works associated with a sanitary sewer connection as constructed by the developer under the terms of the Servicing Agreement for SP-08/023 (3022-3032 *Winston Churchill (GP) Limited*), (lands located north of Dundas Street West and west of Winston Churchill Boulevard), and that the Letter of Credit in the amount of \$27,906.00 be returned to the developer.

SP-08/023 (Ward 8)

BACKGROUND: The developers identified on the attached Table of Assumptions (Appendix 1) have complied with all the requirements of the Servicing Agreements for the installation of the municipal services.

FINANCIAL IMPACT: With the assumption of the Southlawn Phase 1 Subdivision (43M-1596), the City will now be required to provide maintenance of the newly constructed storm sewers and 5.49 lane kilometres (17,999 feet) of roadway.

With the assumption of the Municipal Works for SP-08/023 there will be no financial impact.

CONCLUSION: It is in order for the City to assume the municipal works within the sites identified on the attached Table of Assumptions (Appendix 1).

ATTACHMENTS:

- Appendix 1: Table of Assumptions
- Appendix 2: Approximate Location of Southlawn Phase 1 Subdivision
- Appendix 3: Approximate Location of the Municipal Works for SP-08/023



Martin Powell, P. Eng.

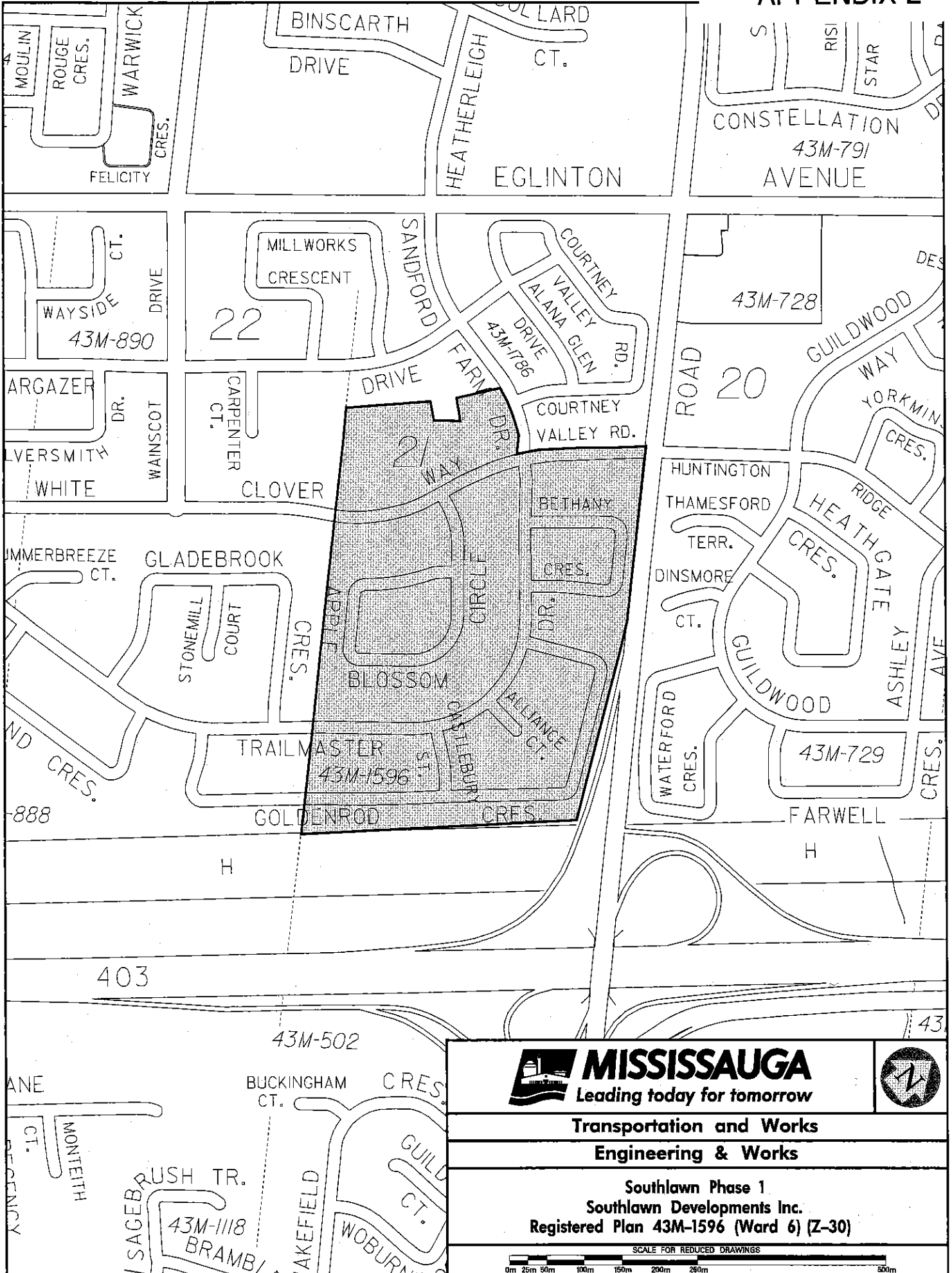
Commissioner of Transportation and Works

Prepared By: Scott Holmes, C.E.T.

Manager, Development Construction

TABLE OF ASSUMPTIONS

PLAN/FILE REFERENCE #	LOCATION	DEVELOPERS ADDRESS	SERVICING AGREEMENT DATE	SECURITIES TO BE RELEASED
43M-1596	North of Highway 403, west of Mavis Road, east of Gladebrook Crescent and south of Stargazer Drive.	Southlawn Developments Inc. 80-300 Tiverton Court, Suite 300 Markham, Ontario L3R 0G4 Attn: Mr. Sheldon Libfeld	September 10, 2003	\$1,566,701.14
SP- 08/023	North of Dundas Street West and west of Winston Churchill Boulevard.	3022-3032 Winston Churchill (GP) Limited 25 Colston Court, Richmond Hill, ON L4C 9Z3 Attn: Mr. Ernst W. Loch	June 8, 2008	\$27,906.00 Cancel Insurance



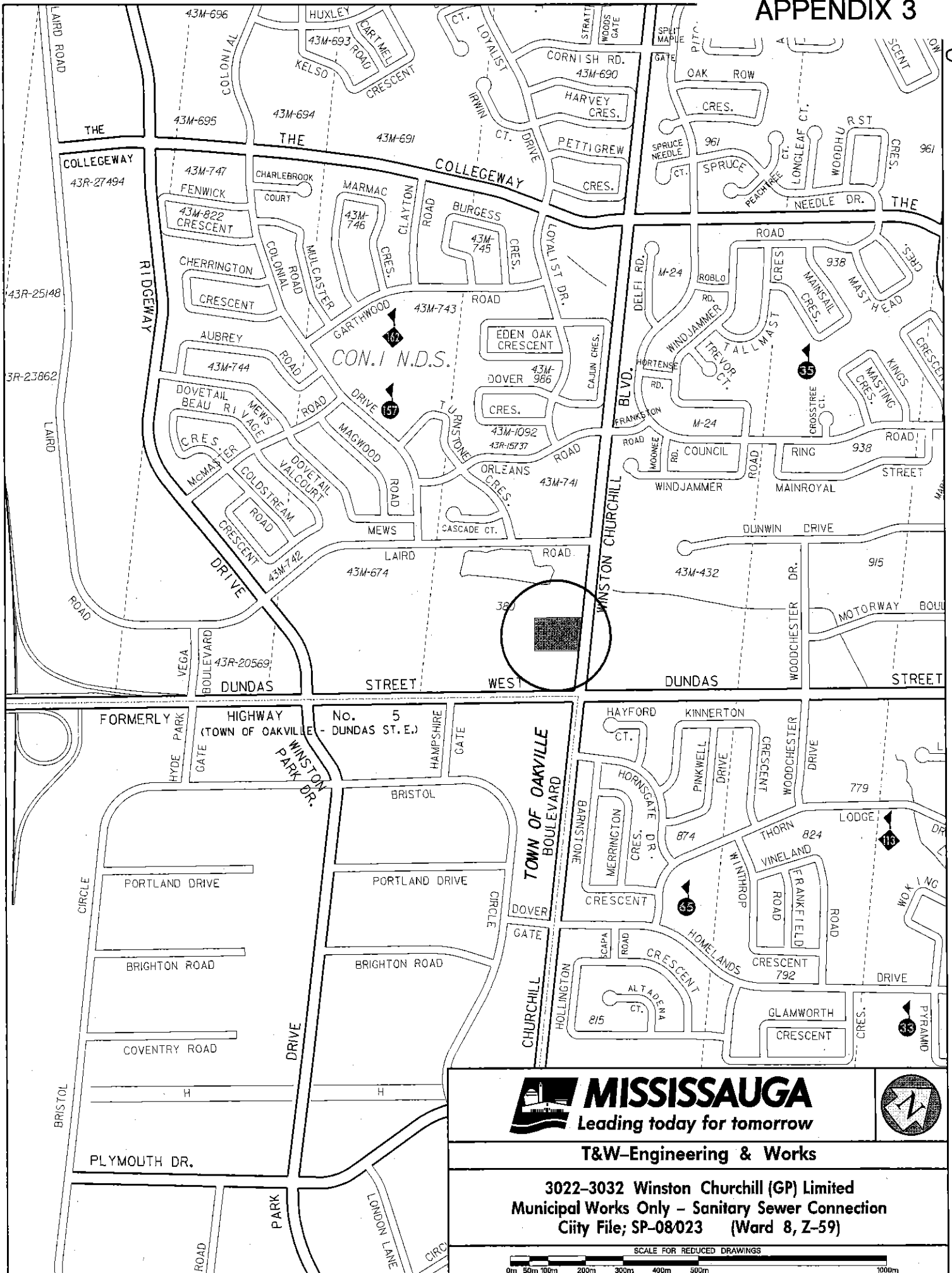
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**Transportation and Works
 Engineering & Works**

**Southlawn Phase 1
 Southlawn Developments Inc.
 Registered Plan 43M-1596 (Ward 6) (Z-30)**



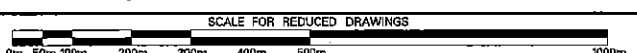


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T&W-Engineering & Works

3022-3032 Winston Churchill (GP) Limited
Municipal Works Only - Sanitary Sewer Connection
City File; SP-08/023 (Ward 8, Z-59)





Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP

DATE: February 15, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

GENERAL COMMITTEE

FEB 29 2012

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

SUBJECT: **Mississauga BRT Project – Extension to Contract with
McCormick Rankin Corporation, File Ref: FA.49.732-08**

- RECOMMENDATION:**
1. That the original commitment with McCormick Rankin Corporation, procurement no. FA.49.732-08 for the detailed design and construction administration of the Mississauga BRT Project be increased by \$1,600,345 for additional work required during the detailed design and tendering phase.
 2. That the Purchasing Agent be authorized to execute the necessary amending documentation as prepared by the City Solicitor.

BACKGROUND: The Mississauga BRT project will see the creation of a dedicated east-west transit corridor (busway) across Mississauga which will run along Highway 403 (combining the use of the existing bus by-pass shoulders), Eastgate Parkway and Eglinton Avenue corridors connecting Winston Churchill Boulevard in the west to Renforth Drive in the east.

Once operational, busway services will complement and connect with local bus service, inter-regional transit (GO Transit) and the TTC subway, linking high-density development and employment centres across Mississauga. Designated stations along the BRT corridor will provide key connection points for passengers.

The Mississauga BRT project is a cooperative effort between the City of Mississauga, GO Transit, the Province of Ontario and the Federal government.

COMMENTS:

McCormick Rankin Corporation (MRC) was retained in 2009 to complete the detailed design and undertake construction administration services for the Mississauga BRT Project. The total contract value under procurement no. FA.49.732-08 for this assignment was \$21,634,515.

The additional work required by MRC relating to the detailed design and tendering phase is summarized in the following categories:

Civil Works Design:

- Additional engineering design work was required in a number of areas along the BRT corridor to facilitate requested project changes to either mitigate environmental impacts or to reduce overall project construction costs.
- These changes include the redesign of the Cawthra BRT Station for a reduced scope and to accommodate a pedestrian underpass, foundation redesign of the Eastgate Parkway overpass due to unforeseen utility conflicts encountered during construction, Eglinton Avenue tunnel design changes to accommodate constrained property acquisition requirements and additional life safety requirements, the advanced design and tender for the utility relocation contract at Orbitor Drive, and the re-design of the Eglinton at Tahoe intersection.

Utility Relocation Coordination:

- The amount of utility relocation required for the Mississauga BRT Project is substantial and has required significant additional effort by MRC beyond their original scope of work.
- This includes organizing and attending coordination meetings and responding to significant requests by approving agencies (Region of Peel, MTO, Hydro One, Enbridge) as well as working to advance utility relocations prior to construction (Enersource, Rogers, Enbridge, Blink).

Property Acquisition Support:

- As part of the property acquisition phase, the City was required to utilize the expropriation process. This required the City to prepare for a Hearing of Necessity and required MRC to undertake additional work in preparing site plan information to support the City's overview of evidence and purpose of taking.

Drainage and Stormwater Management:

- The scope of work for the drainage and stormwater management design and geomorphic assessments was expanded significantly during the design phase to address unforeseen agency requirements and commitments (MTO, MOE, ORC, Hydro One, TRCA, and CVC).
- These comments resulted in additional hydrologic and hydraulic assessments and various re-designs of the drainage and stormwater management systems beyond the original scope.

Permits and Approvals:

- The level of effort required by MRC in the submission of permits, obtaining approvals and overall corridor control has exceeded the original commitment. This process with various agencies required MRC to attend numerous meetings and prepare extensive correspondence to address agency concerns.

STRATEGIC PLAN: The development of rapid transit infrastructure is consistent with the following Strategic Pillars for Change, Goals and Actions put forth in the City's Strategic Plan:

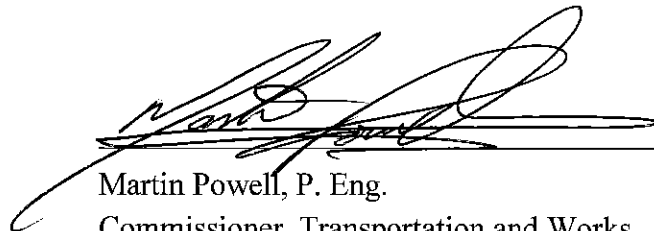
MOVE: Developing a Transit Oriented City:

- Connect Our City
 - Action 5: Provide alternatives to the automobile along major corridors.
 - Action 7: Create mobility hubs.
 - Action 8: Improve transit service between Mississauga, Union Station and Pearson International Airport.
- Increase Transportation Capacity
 - Action 14: Implement transit priority measures.
- Direct Growth
 - Action 18: Require development standards for mixed-use development to support transit.
 - Action 19: Accelerate the creation of a higher-order transit infrastructure.

FINANCIAL IMPACT: The requested contract adjustment in the amount of \$1,600,345 is included within the approved 2012 project capital program.

CONCLUSION: In accordance with the Purchasing By-law 374-06 for amendments to High Value Acquisition Commitments, Council approval is required if the amendment is over \$1,000,000. As such, this report is seeking approval to increase the original commitment with McCormick Rankin Corporation, procurement no. FA.49.732-08 for the detailed design and construction administration of the Mississauga BRT Project by \$1,600,345 for additional work required during the detailed design and tendering phase.

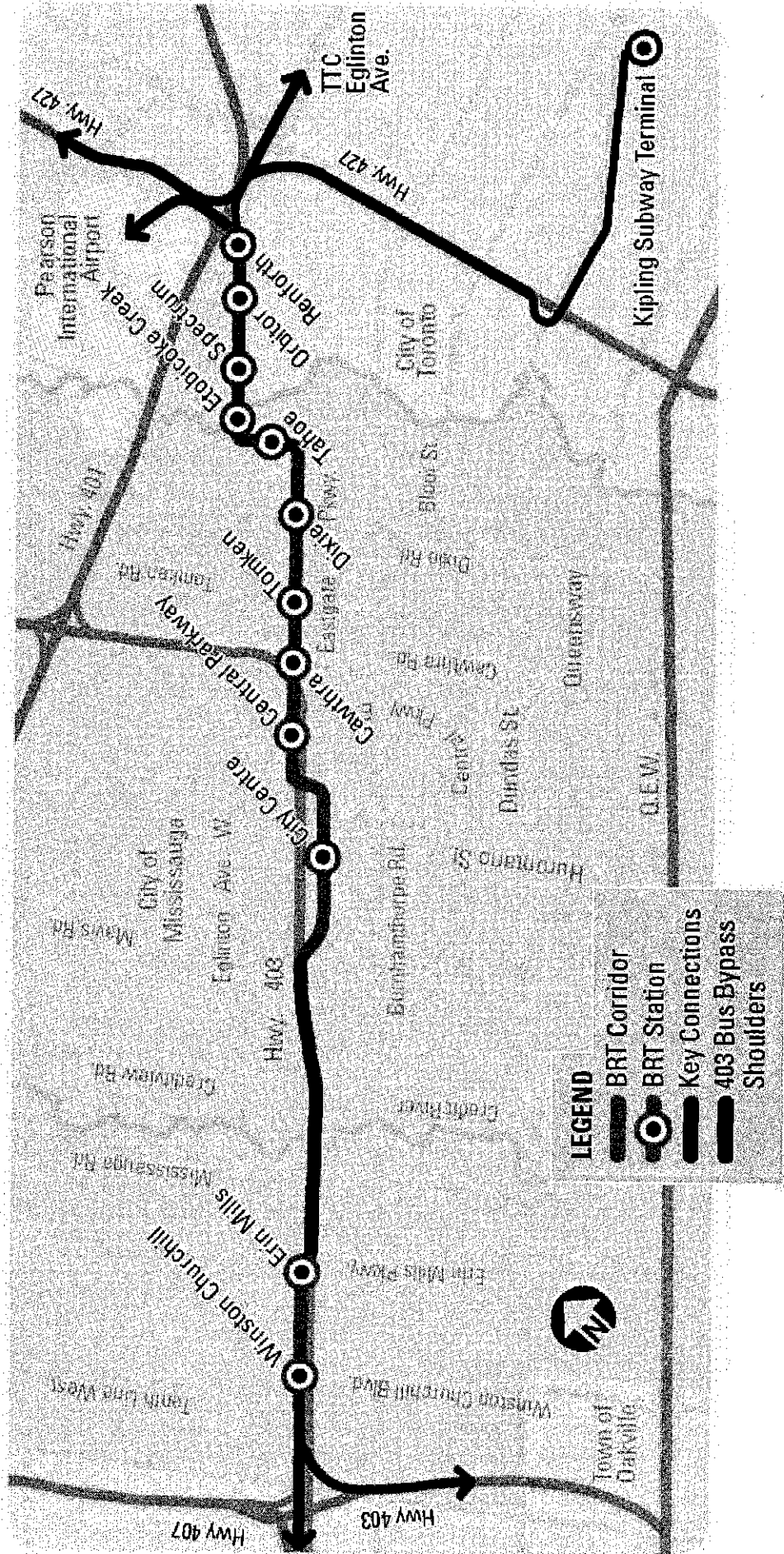
ATTACHMENTS: Appendix 1: BRT Corridor Map



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

*Prepared By: W. Scott Anderson, P.Eng.
BRT Senior Project Manager*

Appendix 1 Mississauga BRT Project Corridor





Corporate Report

Clerk's Files

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Files

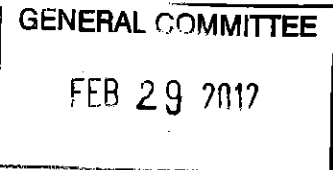
11

DATE: February 14, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Mississauga Marathon 2012**



- RECOMMENDATION:**
1. That the route for the 2012 Mississauga Marathon (the "Marathon") with the finish line at Lakefront Promenade Park be approved.
 2. That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute an agreement with the Landmark Sport Group Inc. ("Landmark") to host the Marathon on Saturday, May 5 and Sunday, May 6 2012, in a form satisfactory to the City Solicitor, subject to the following conditions to be satisfied by Landmark:
 - a) Submission of a parking and traffic control plan to the satisfaction of the Transportation and Works Department and the Peel Regional Police;
 - b) Meet all requirements of the City's special event process;
 - c) Submission of a public safety plan to the satisfaction of Peel Regional Police and Fire and Emergency Services staff;
 - d) Proof of liability insurance to be provided in a form and amount suitable to the City Solicitor and Insurance and Risk Manager;

- e) Letters of support and acknowledgement from appropriate stakeholders including the Port Credit BIA and Clarkson BIA, as well as churches affected along the route;
 - f) Submission of a public communication plan to Community Services;
3. That the Relationship Agreement be executed by March 31, 2012.

BACKGROUND:

The Community Services Department, Recreation and Parks Division have again been approached by Landmark to support and assist them in staging the 9th annual Mississauga Marathon.

Landmark is a full service sport marketing agency and an industry leader in event management, athlete and personality representation, sponsorship and media sales as well as corporate consulting. Past events that they have managed include the Jane Rogers Golf Tournament, the Oakville Half Marathon, the Ride for Heart Charity and eight (8) successful marathons in Mississauga.

The 2011 Mississauga Marathon attracted more than 10,000 runners and more than 1500 volunteers. The 2011 Marathon experienced a 20% decline in participation from 2010 which is attributed to the Toronto International Marathon being scheduled on the same weekend.

COMMENTS:

The 9th annual Mississauga Marathon is scheduled for Saturday, May 5 and Sunday, May 6, 2012. The Marathon date has been moved one week earlier than previous years to compete with the Toronto International Marathon, which is scheduled for the same weekend. The race date avoids the "Mother's Day" weekend.

The marathon weekend involves more than 10,000 participants from all age groups and encourages individual and family participation. Hosting the marathon weekend energizes individuals, inspires active living, creates local heroes and fosters community pride.

The Marathon invigorates areas within the city and stimulates economic activity. The Mississauga West Toronto Tourism office completed a Sport Tourism Economic Assessment Model (STEAM)

of the impact of the marathon weekend. Based on the participant demographics and spending patterns, the STEAM model estimates the total spending during the event and also incorporates estimates on the impact to the local, provincial and federal tax structure. The STEAM analysis indicates the following economic benefit:

- Combined expenditures of visitors and event operations as a result of the 2011 Mississauga Marathon had an estimated value of \$1,294,000; and
- The 2011 Mississauga Marathon generated \$289,000 in local tax revenues with \$36,150 accruing to the City of Mississauga

The Marathon supports many charities and offers incentives for fundraising efforts within the various running events. Runners are provided with pledge forms and may choose to direct their funds to the following charitable organizations: Colorectal Cancer Association of Canada; Credit Valley Hospital Foundation; Trillium Hospital Foundation; MS Society of Canada; United Way of Peel Region; YMCA; Jerry Love Children's Fund; Cameron Helps New Circles Crohns and Colitis. Since the inception of the marathon, the event has raised more than \$250,000 for these important local and national charities. Landmark also offers an initiative to promote healthy lifestyles to children. They sponsor a Marafun program which provides an opportunity for children to participate in a six week running program that culminates in the two (2) kilometre run. All pledge donations go to their respective schools and for any pledges greater than \$50, entry fees are refunded.

The Marathon will host seven (7) different races as follows:

- A half (21.1 km) and full marathon (42.2 km) which includes a Corporate Relay and a 2km Family Fun Run. These events are scheduled for Sunday, May 6, 2012. The length of the half and full marathon courses feature the downtown core as well as the historic villages of Clarkson and Port Credit and the Mississauga waterfront; and
- The Hazel 5km, 10km and the Student Relay Challenge races are scheduled for Saturday, May 5, 2012

The proposed race routes (See Appendix 1 for Course Information) call for the following **temporary road closures and restrictions**:

Sunday, May 6, 2012

- City Centre Drive between Rathburn Road and Robert Speck Parkway from 2:30 am to 10:00 am;
- City Centre Drive between Robert Speck Parkway and Living Arts Drive from 7:00 am to 10:00 am;
- Square One Drive between Hwy 10 and City Centre Drive from 6:00 am to 10:00 am;
- Robert Speck Parkway between Hwy 10 and City Centre Drive from 2:30 am to 10:00 am;
- Burnhamthorpe Road between Hwy 10 and Mavis Road from 6:30 am to 9:30 am;
- Burnhamthorpe Road between Mavis Road and Mississauga Road from 7:00 am to 10:00 am; westbound lanes open;
- Mississauga Road between Burnhamthorpe Road and Dundas Street from 7:30 am to 10:00 am;
- University of Toronto, internal roadways from 7:30 am to 10:00 am;
- Intersection of Dundas Street and Mississauga Road from 7:30 am to 10:00 am;
- Mississauga Road between Dundas Street and the QEW from 7:30 am to 10:30 am;
- Mississauga Road between the QEW and Lakeshore Road from 8:00 am to 11:00 am;
- Indian Road/Lorne Park/Truscott between Mississauga Road and Southdown Road, from 8:00 am to 11:30 am;

- Southdown Road between Truscott Drive and Lakeshore Road from 8:30 am to 12:00 pm, after 12:00 pm, North bound curb lane only;
- Intersection of Southdown Road and Lakeshore Road from 8:30 am to 12:00 pm;
- Southdown Road between Lakeshore Road and Orr Road from 8:30 am to 12:00 pm;
- Meadow Wood Road between Lakeshore Road and Orr Road, from 9:00 am to 1:00 pm;
- Lakeshore Road between Meadow Wood Road and Ben Machree Drive, from 9:00 am to 2:00 pm, Eastbound curb lane only;
- Intersection of Mississauga Road and Lakeshore Road from 8:00 am to 10:30 am; and
- Lakefront Promenade from 6:00 am to 6:00 pm

Saturday, May 5, 2012

- Lakeshore Road between Meadow Wood Road and Lorne Park Road from 6:00 pm to 7:00 pm;
- Lakeshore Road between Lorne Park Road and Ben Machree Drive from 6:00 pm to 7:30 pm, eastbound lanes only;
- Front Street between Lakeshore Road and Park Street from 5:00 pm to 6:30 pm; and
- Lakefront Promenade from 5:00 pm to 8:00 pm.

In addition to road closures and lane restrictions, there will also be some portions of the Waterfront Trail closed to address concerns of safety for both the runners and the general public as follows:

- Saturday, May 5, 2012 – closed from Lakefront Promenade in the east to the entrance to the trail at Jack Darling Park in the west from 6:00 pm to 8:00 pm; and
- Sunday, May 6, 2012 – closed from Lakefront Promenade in the east to Parkland Avenue in the west (next to Jack Darling Park) from 8:30 am to 2:30 pm

The times outlined are tentative and will be confirmed pending further discussions with the City's Transportation and Works and Fire and Emergency Services Departments as well as the Peel Regional Police. All intersections where crossings are required will be controlled by police. In addition, volunteers will be positioned at strategic positions along the route to ensure safety of participants and the public. On both days there will also be the addition of Bike Police officers.

Landmark will work with Parks Operations and Transportation and Works staff to ensure there is appropriate signage put up four (4) weeks in advance notifying patrons of all closures.

Final road closures and lane reductions will be approved by the Transportation and Works Department as well as the Peel Regional Police. Final routes will be outlined specifically in the relationship agreement between Landmark and the City.

The race events will begin on Saturday, May 5, 2012 at 6:00 pm and will conclude at Lakefront Promenade Park at 9:00 pm. The race events on Sunday, May 6, 2012 will begin at 7:30 am and will conclude at Lakefront Promenade Park at 3:00 pm. The Marathon Expo will be hosted at the Port Credit Arena from Friday, May 4 to Saturday, May 5, 2012.

Management of the Event:

The Marathon will require both private sector expertise (Landmark) as well as the participation of volunteers, sponsors, police and staff in order to succeed.

The City requires the event organizers to comply with the regulatory requirements of all approved bodies, including the City's special

event requirements, before a permit will be issued for Lakefront Promenade Park.

Landmark will be responsible for all costs associated with the administration, promotion, marketing, race execution and post race clean up of the event.

Parking and Traffic Control Plan:

A detailed parking and traffic control plan has been prepared in conjunction with Transportation and Works, Fire and Parks staff as well as the Peel Regional Police. The plan will be submitted to the Commissioner of Transportation and Works for approval.

Use of City Park and Facilities:

Lakefront Promenade Park is proposed as the culmination point for the Marathon as well as the location of the Awards Ceremony and other events for everyone to participate in. As a result of the pressures on parking at this park, the City will be providing and encouraging the use of a bus shuttle from the Square One /Civic Centre area and Cawthra Community Centre as well as using industrial parking areas around Lakefront Promenade Park. Access to the parking lot at the Cawthra Community Centre will be provided for Landmark on both Saturday, May 5 and Sunday, May 6, 2012.

Public Safety, Medical and Emergency Response Plans:

Peel Regional Police and Fire and Emergency Services staff will approve all related requirements regarding partial (one lane) or full road closures, as well as approval for the medical and emergency response plans.

Liability Insurance:

Liability Insurance in the amount of \$5,000,000 covering injury and property damage will be submitted by Landmark, naming the City as an additional insured. The insurance will be reviewed by the City's Insurance and Risk Manager for approval.

Community Support:

Landmark will be required to submit letters of support and the acknowledgements from appropriate stakeholders, Clarkson and Port Credit BIA's once all other requirements are met. A detailed communication plan will be developed to ensure that all residents affected have a clear understanding of the activities of the day, as well as any road closures or lane restrictions. In addition, there will be clearly identified points of contact for the public to access regarding any questions or concerns either before or after the Marathon. Landmark and City staff will meet with all churches directly impacted by the race route.

STRATEGIC PLAN:

The Mississauga Marathon supports a number of key strategic plan initiatives including:

- Connect our City – to contribute to a vibrant, successful city the Mississauga Marathon connects communities within Mississauga.
- Build Vibrant Communities – the Marathon links urban areas and neighbourhoods through an accessible recreational and athletic experience.
- Nurture “Villages” – the Marathon helps to promote “village” main streets as destinations not simply places to pass through.
- Create a Vibrant Downtown – as the Marathon starts in the City Centre, it helps to develop a vibrant downtown as well as a strong economic centre.
- Attract Innovative Business – the Marathon helps develop the City's dynamic, urban environment through creating an innovative partnership with the City.

FINANCIAL IMPACT:

There is no financial impact. No funding is recommended for the Marathon.

Relationship Agreement: The City will enter into a one (1) year fixed term license agreement with Landmark for the Marathon.

CONCLUSION:

The 9th Annual Mississauga Marathon scheduled for Saturday, May 5 and Sunday, May 6, 2012 promises to offer the opportunity for the City of Mississauga to hold a mass participation event and confirm the City's commitment to health and wellness. The partnership between Landmark and the City offers a unique opportunity for the private and public sector to host and sponsor an event that promotes tourism, showcases the City, promotes the City nationally and internationally and also involves the corporate community.

ATTACHMENTS:

Appendix 1: Schedule "A" Course information



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

Prepared By: Jason Klomp, Manager, Sports

Course InformationMississauga Marathon/Corporate Relay Challenge

Start – City Hall (City Centre Drive and Robert Speck Parkway)
South on Living Arts Drive
West on Burnhamthorpe Road
South on Mississauga Road
West on Indian Road
South on Lorne Park Road
West on Truscott Drive
South on Southdown Road (loop)
East on Orr Road
North on Meadow Wood Road
East on Lakeshore Road
South on Parkland Avenue
Follow Waterfront Trail around Jack Darling Park
East on Lakeshore Road
South on Ben Machree Drive to new section of Waterfront Trail (Pine Avenue)
Follow Waterfront Trail through J.C. Saddington Park
Past Port Credit Lighthouse
South on Stavebank Road
East on Port Street to Waterfront Trail entrance
Follow Waterfront Trail
North on Elmwood Avenue
East on Wanita Road
East on Cumberland Drive
Through Adamson Estate
Through McMillan Park
East along Lake Ontario
Finish – Lakefront Promenade Park

Half Marathon

Start – City Hall (City Centre Drive and Robert Speck Parkway)
South on Living Arts Drive
West on Burnhamthorpe Road
South on Mississauga Road to Waterfront Trail
Follow Waterfront Trail through J.C. Saddington Park
East on Lakeshore Road
South on Ben Machree Drive to new section of Waterfront Trail (Pine Avenue)
Follow Waterfront Trail through J.C. Saddington Park
Past Port Credit Lighthouse
South on Stavebank Road
East on Port Street to Waterfront Trail entrance
Follow Waterfront Trail
North on Elmwood Avenue
East on Wanita Road
East on Cumberland Drive
Through Adamson Estate
Through McMillan Park
East along Lake Ontario
Finish – Lakefront Promenade Park

Mississauga 10K

Start Lakeshore Road and Johnson's Lane
East on Lakeshore Road
South on Ben Machree Drive to new section of Waterfront (Pine Avenue)
Follow Waterfront Trail through J.C. Saddington Park
Past Port Credit Lighthouse
South on Stavebank Road
East on Port Street to Waterfront Trail entrance
Follow Waterfront Trail
North on Elmwood Avenue
East on Wanita Road
East on Cumberland Drive
Through Adamson Estate
Through McMillan Park
East along Lake Ontario
Finish – Lakefront Promenade Park

Hazel 5K

Start – Front Street, north of Lakeshore Road
East on Lakeshore Road
South on Stavebank Road
Along Waterfront Trail
Finish – Lakefront Promenade

Mississauga 2K Family Fun Run/Walk/ Marafun

Start – Hiawatha Parkway and Cumberland Drive
Along Waterfront Trail
Finish – Lakefront Promenade Park

Student 10K Relay

Start – Front Street, North of Lakeshore Road
East on Lakeshore Road
South on Stavebank Road
Along Waterfront Trail
Finish – Lakefront Promenade



Corporate Report

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DATE: February 10, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Control of Access to City Parks (Ward1)**

GENERAL COMMITTEE
FEB 29 2012

- RECOMMENDATION:**
1. That a pilot program to close vehicle access to Orchard Heights Park (P-019) between April 1, 2012 and November 30, 2012 in the report dated February 10, 2012 from the Commissioner of Community Services be approved;
 2. That staff report back to General Committee with regard to the results of the pilot program.

BACKGROUND: On January 18 2012, Council received a petition, on behalf of the Orchard Heights Homeowners Association, asking that vehicle access to Orchard Heights Park be closed. The issue was originally brought to the attention of City staff and the former Councillor in 2009 and involves concerns about undesirable activity, such as drug dealing and drug use taking place in the park parking lot especially at night.

Orchard Heights is 4.04 hectares in size and is located off Lincolnshire Boulevard in Ward 1 (See Appendix 1). It forms part of the flood plain of Etobicoke Creek, is relatively inaccessible and is generally used for passive activities. There are no amenities in the park other than the parking lot. Both City staff and Toronto Region Conservation (TRCA) staff require service access to the site.

Historically, the City of Mississauga has not restricted vehicle or pedestrian access to its parks. Exceptions to this are Kariya Park where the pedestrian access gates are closed at night, and Jack Darling Memorial Park where vehicle access is controlled after 9:00 pm. These two parks are locked and unlocked by Corporate Security; however they do not have the resources to control access gates in any additional park locations across the City. In addition, some park parking lots, including the lot at Orchard Heights Park, where there is little off-season traffic are closed during the winter months and reopened in the spring when sports use and other warm weather activities commence. Residents have been informed that Corporate Security will respond to issues related to the Parks By-law on a 24 hour basis, and that criminal activity should be reported to Peel Regional Police.

In the past, Parks has received requests to restrict access to parks at night on a year round basis; these requests have usually been driven by concerns about after hours activities in parking lots. Requests for access control have been denied since City parks are not staffed to accommodate daily opening and closing of gates.

PRESENT STATUS:

Parks staff have installed gates at the driveway entrance to the parking lot at Orchard Heights Park and these gates have been closed for the winter period – these replace the barrier which was previously used in the winter months. Access for Parks staff, and for TRCA to service monitoring equipment in the park will be maintained and pedestrian access is unimpeded.

The Orchard Heights Homeowners Association (OHHA) has indicated a desire for the gates to be closed at night year round via a petition to Council. Staff have had discussions with the Association about keeping the gates closed for the summer period on a trial basis, while monitoring any issues related to parking on nearby streets by park users. The OHHA is amenable to this proposal.

COMMENTS:

As noted above, neither Parks Operations nor Corporate Security are in a position to open and close gates on a daily basis in City parks. The City has formal agreements with a number of community groups that include control of access to specific amenities (for example, tennis clubs and leash free areas) however there are currently no instances

where the City has turned over access to an entire park to the public. The possibility of creating a park access control agreement with local residents exists, but there are a number of practical issues, including ensuring public daily access between 7:00 am and 11:00 pm, which make this type of arrangement difficult. The alternative to an access control agreement is to leave the parking access to the park permanently closed (pedestrian access would remain unimpeded). This approach is preferred by staff and has been agreed to by the OHHA.

There are many parks across the City which do not have vehicular access and parking facilities. The potential concern with ongoing closure of the parking lot is congestion in nearby streets due to vehicle parking. At present Parks staff do not have any clear information as to the level of legitimate use of the park by users who arrive by automobile, so the potential impacts of permanent closure are difficult to estimate. Therefore, a pilot project is being suggested which will allow both staff and residents to monitor any issues and adjust the program if need be.

FINANCIAL IMPACT: There are no operating costs associated with closing Orchard Heights Park to vehicle access on a pilot basis.

CONCLUSION: The City wishes to respond to the desire of OHHA to curb undesirable activities in the parking lot of Orchard Heights Park in the most effective, practical way possible. Recognizing that actions related to the control of access to parks have implications across the City, staff are recommending closure of Orchard Heights Park to public vehicle access on a pilot basis for 2012. Staff will report back to General Committee at the end of the pilot period.

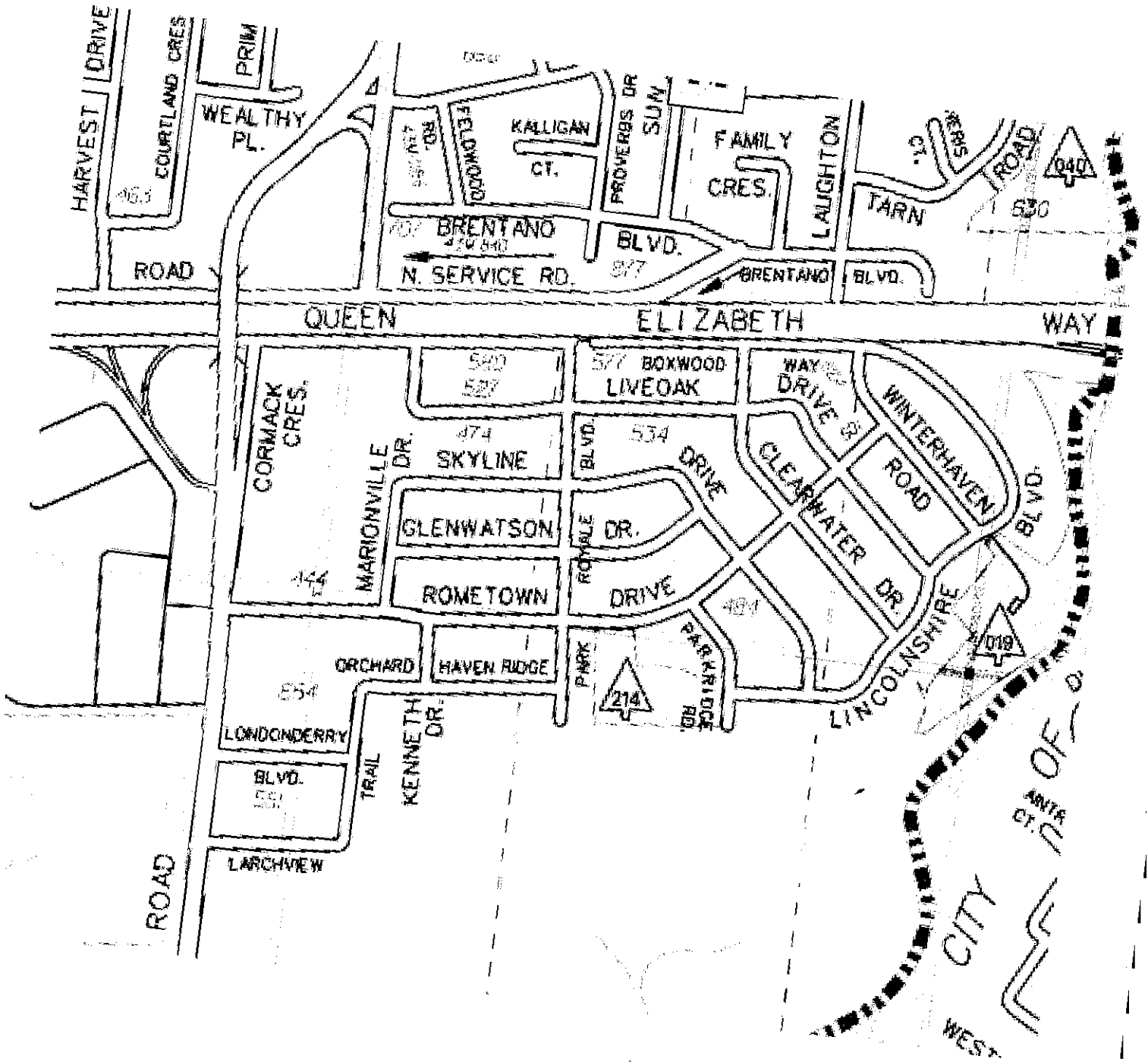
ATTACHMENTS: Appendix 1: Orchard Heights Park (P-019)



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

Prepared By: Andy Wickens, Manager, Parks

Orchard Heights Park (P-019)





Corporate Report

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DATE: February 14, 2012

TO: Chair and Members of General Committee
Meeting Date: February 29, 2012

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

SUBJECT: **Fire Protection Agreement between the City of Mississauga and
the Greater Toronto Airports Authority**

GENERAL COMMITTEE

FEB 29 2012

RECOMMENDATION: That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute and affix the Corporate Seal to a Fire Protection Agreement between The Corporation of the City of Mississauga ("City") and the Greater Toronto Airports Authority ("GTAA") including such ancillary documents and amending agreements as may be required to give further effect to the intended relationship of the parties herein, all of which must be in form and content satisfactory to the City Solicitor.

BACKGROUND: Mississauga Fire and Emergency Services (MFES) is responsible for emergency services within the boundaries of the City of Mississauga and as such has obligations for fire suppression and other emergency services at Pearson International Airport. The Greater Toronto Airports Authority (GTAA) also maintains a fire department staffed with personnel and equipment for fire suppression and other emergency services on the GTAA property.

MFES and the GTAA Fire and Emergency Services have worked together on many occasions and intend to continue this arrangement in order to provide appropriate fire protection to persons, lands and

premises within the Airport and at the Pearson International Fuel Facility. To that end, a fire protection agreement has been drafted that will clearly define the areas of primary, secondary and joint response as well as roles and responsibilities.

PRESENT STATUS: The Fire Protection Agreement (Appendix 1) has been reviewed by Legal Services on behalf of the City and by the GTAA legal services department and has been deemed satisfactory to all parties and has been executed by the GTAA.

COMMENTS: The significant terms of the Fire Protection Agreement are as follows:

1. GTAA Fire and Emergency Services is responsible for notifying MFES of all alarms and/or any calls received by the GTAA Airport Operations Control Centre ("AOCC") for all facilities located on the Airport that are within the area of MFES primary response and the area of joint response. (see Appendix 1)
2. MFES is responsible for notifying GTAA Fire and Emergency Services for all facilities that are within the area of GTAA primary response and in the area of joint response.
3. Any land acquired or controlled by the GTAA that are outside of the area of GTAA Fire and Emergency Services primary response will be considered to be MFES primary response and the agreement will be amended accordingly.
4. In the event that an emergency occurs in the primary response area of either party, the primary responder may request assistance from the secondary responder.
5. In the event that an emergency occurs in the area of joint response both parties will respond and operate under a unified command.
6. Where MFES is the primary responder, GTAA Fire and Emergency Services may, at its sole discretion, refuse the request to provide assistance.

7. Where GTAA Fire and Emergency Services is the primary responder, MFES shall accept the request to provide assistance.
8. Both parties may determine the nature, type, scope response time and amount of assistance to be provided or provide alternatives to the assistance requested.
9. MFES may suspend, cease or discontinue assistance if the MFES senior officer does not agree with an operational direction from GTAA Fire and Emergency Services.
10. MFES will report to the Office of the Fire Marshal, the Mayor and/or Council all emergencies for which assistance was offered, requested or provided by MFES where deemed appropriate by the Fire Chief.
11. Where the GTAA Fire and Emergency Services is a secondary responder in an area not highlighted in blue (see appendix 1) the GTAA Fire and Emergency Services may charge MFES a fee for any assistance required.
12. The term of the Agreement is from the time of execution until terminated by either party giving 180 days prior written notice.

FINANCIAL IMPACT: There is no financial impact.

CONCLUSION: Safety and the mitigation of risk is the number one priority for both MFES and the GTAA Fire and Emergency Services. MFES is responsible for the safety of not only the residents of Mississauga but also those visiting and passing through. While the GTAA has its own fire service, it is important that MFES is able to provide support when necessary. This Agreement sets out the terms and conditions for the continuation of delivery of emergency service to the GTAA.

ATTACHMENT: Appendix 1: Draft Fire Protection Agreement



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

*Prepared By: Tracey Martino, Manager Financial and Strategic
Planning, MFES*

THIS FIRE PROTECTION AGREEMENT made this ____ day of _____, 2011.

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter referred to as "Mississauga")

- and -

GREATER TORONTO AIRPORTS AUTHORITY
(hereinafter referred to as "GTAA")

WHEREAS Mississauga maintains equipment and personnel for the suppression of fires within the territorial jurisdiction of Mississauga, which territory includes Pearson International Airport "Airport" (save and except for a small portion of the Airport located in the City of Toronto), and the GTAA maintains equipment and personnel for the suppression of fires within the territorial jurisdiction of the Airport;

WHEREAS Mississauga and GTAA desire to assist each other in providing fire protection to persons, lands and premises within the Airport and at the Pearson International Fuel Facility within Mississauga, in the event of large fires, conflagrations and natural or technological disasters;

WHEREAS Mississauga and GTAA each have an interest in coordinating assistance to each other in emergencies within the Airport and at the Pearson International Fuel Facility within Mississauga with respect to fire protection services including fire suppression, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the aforementioned background, the mutual covenants contained in this Agreement and other good and valuable consideration (the sufficiency of all of which is now acknowledged), the parties agree as follows:

1. Definitions.

In this Agreement, unless the context otherwise requires, the following expressions have the meanings indicated below:

- (a) "Agreement" means this agreement and all documents incorporated in it by reference as the same may be amended from time to time in accordance with the provisions hereof; "hereof", "hereto", and "hereunder" and similar expressions

refer to this Agreement and not to any particular section; "Section" in this Agreement refers to the specified section of this Agreement;

- (b) "Airport" means the lands and buildings comprising Toronto Pearson International Airport as the same may be supplemented, expanded, demolished or constructed from time to time;
- (c) "Area of GTAA Primary Response" means the area at the Airport highlighted in red in Schedule "A" attached hereto as the same may be altered or amended from time to time in accordance with this Agreement;
- (d) "Area of Mississauga Primary Response" means the territorial jurisdiction of Mississauga including the area at the Airport highlighted in blue in Schedule "A" attached hereto but excluding the Area of GTAA Primary Response as the same may be altered or amended from time to time in accordance with this Agreement;
- (e) "Area of Joint Response" means the area at the Airport known as the "Sheraton Gateway Hotel" shown highlighted in yellow in Schedule "A" attached hereto as the same may be altered or amended from time to time in accordance with this Agreement;
- (f) "Assistance" means assistance in the form of fire suppression, rescue or emergency services or all or any one or any combination of them and includes assistance on hazardous materials incidents;
- (g) "Emergency" means an actual or potential condition or situation within the Primary Response Area of the Primary Responder that, in the opinion of its Fire Chief, poses an immediate and serious threat to life or property or to public health or safety and, in order to remove or reduce or otherwise remedy the condition or situation or to bring it under control successfully, may require resources that exceed the existing resources or capability of the Primary Responder;
- (h) "Facility" means, any building, structure, infrastructure, or property, in whole or in part, and includes any appurtenances;
- (i) "Fire Chief" means the fire chief or chief fire official of the fire department of the party and includes any person designated by the party to act in place of the fire chief or chief fire official in his or her absence and also includes any senior command officer or other person specifically designated by either of them to act in his or her place in respect of an Emergency;

- (j) "Ground Lease" means the lease agreement dated December 2, 1996 between the GTAA and Her Majesty the Queen in Right of Canada as Represented by the Minister of Transport in respect of the Airport as amended from time to time;
- (k) "Pearson International Fuel Facility" means the aviation fuel tank farm located off the Airport at 7440 Torbram Road in the City of Mississauga;
- (l) "prime rate" means the lowest rate of interest quoted by chartered banks to the most creditworthy borrowers for prime business loans as determined and published by the Bank of Canada;
- (m) "Primary Responder" means (i) in the Area of GTAA Primary Response, the GTAA Fire and Emergency Services ("GTAA F & ES"), (ii) in the Area of Mississauga Primary Response, Mississauga Fire and Emergency Services ("Mississauga F & ES"), and (iii) in the Area of Joint Response, both GTAA F & ES and Mississauga F & ES that may request or be offered Assistance under this Agreement and, if the request or offer for Assistance is accepted, the fire department receiving Assistance under this Agreement;
- (n) "Primary Response Area" means with respect to the GTAA the Area of GTAA Primary Response, and with respect to Mississauga the Area of Mississauga Primary Response; and
- (o) "Secondary Responder" means the fire department of the party to which a request for Assistance is made or which is making an offer of Assistance and, if the request or offer is accepted, the Secondary Responder providing Assistance under this Agreement means the party whose fire department provides Assistance to the Primary Responder.

2. Representations and Warranties.

- (a) GTAA represents, warrants and covenants (and acknowledges that Mississauga, in entering into this Agreement, is relying thereon) that:
 - (i) GTAA is a corporation without share capital incorporated under Part II of the Canada Corporations Act, R.S.C. 1970, c. C-32, as amended, on March 3rd, 1993;
 - (ii) GTAA has all necessary corporate power, authority and capacity to enter into this Agreement and to perform and fulfil all of its obligations under the Agreement;
 - (iii) The execution and delivery of this Agreement and the consummation of

the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of GTAA; and

- (iv) This Agreement constitutes a valid and binding obligation of GTAA enforceable against it in accordance with the terms of this Agreement.

GTAA agrees to notify Mississauga immediately of any material change in any of the conditions described above.

- (b) Mississauga represents, warrants and covenants (and acknowledges that GTAA, in entering into this Agreement, is relying thereon) that:

- (i) Mississauga is a municipal corporation and has all necessary corporate power, authority and capacity to enter into this Agreement and to perform and fulfil all of its obligations under the Agreement;
- (ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of Mississauga; and
- (iii) This Agreement constitutes a valid and binding obligation of Mississauga enforceable against it in accordance with the terms of this Agreement.

Mississauga agrees to notify GTAA immediately of any material change in any of the conditions described above.

3. Areas of Primary Response, Secondary Response and Joint Response.

- (a) The GTAA F & ES shall be the Primary Responder to an Emergency in the Area of GTAA Primary Response and Mississauga F & ES shall be the Primary Responder to an Emergency in the Area of Mississauga Primary Response.
- (b) Mississauga F & ES shall be the Secondary Responder to an Emergency in the Area of GTAA Primary Response that is highlighted in red in Schedule A and the GTAA F & ES shall be the Secondary Responder to an Emergency in the Area of Mississauga Primary Response that is highlighted in blue in Schedule A. The GTAA F & ES may be requested to provide Assistance as Secondary Responder to other areas within the territorial jurisdiction of the City of Mississauga that are not highlighted in blue in Schedule A.
- (c) The GTAA F & ES and Mississauga F & ES shall both respond to any Emergency in the Area of Joint Response.

- (d) The GTAA shall ensure that Mississauga F & ES is immediately notified of all alarms and/or any calls received by the GTAA Airport Operations Control Centre or any replacement ("AOCC") for all Facilities located on the Airport that are within the Area of Mississauga Primary Response and in the Area of Joint Response.
- (e) Mississauga F & ES shall ensure that the GTAA F & ES is immediately notified of all alarms and/or calls received by Mississauga F & ES for all Facilities that are within the Area of GTAA Primary Response and in the Area of Joint Response.
- (f) The parties agree that unless otherwise agreed to by the Fire Chiefs for both parties, any real property in the territorial jurisdiction of Mississauga, which includes Facilities thereon, acquired, operated or otherwise controlled by the GTAA, including any real property acquired by the GTAA and included in the Ground Lease, that are located outside the Area of GTAA Primary Response, shall be considered to be within the Area of Mississauga Primary Response for the purposes of this Agreement and the Area of Mississauga Primary Response shall be deemed to be amended accordingly.

4. Assistance Requests, Offers and Unified Command.

- (a) In the event of an Emergency in the Primary Response Area of a party, the Primary Responder for that party may request Assistance from the Secondary Responder, or the Secondary Responder may offer to provide Assistance to the Primary Responder when faced with such circumstances, subject to the terms and conditions of this Agreement;
- (b) In the event of an Emergency in the Area of Joint Response, both the GTAA F & ES and the Mississauga F & ES shall respond to the Emergency and shall operate under a unified command system; and
- (c) At any time during the term of this Agreement, the Fire Chiefs may, without regard to the formalities described in Section 40, mutually agree in writing to alter or amend the Area of GTAA Primary Response, the Area of Mississauga Primary Response, or the Area of Joint Response.

5. Assistance Requests Acceptance and Refusal.

- (a) Where a request for Assistance is made under this Agreement by Mississauga F & ES as Primary Responder to the GTAA F & ES as Secondary Responder, the GTAA F & ES may in its sole discretion accept or refuse the request to provide Assistance and, if it accepts the request, may in its sole discretion determine the nature, type, scope, response time and amount of Assistance to be provided and,

regardless of whether it accepts or refuses the request, may in its sole discretion provide alternatives to the Assistance requested. The GTAA F & ES as Secondary Responder shall communicate any such decision to Mississauga F & ES as Primary Responder as soon as the circumstances affecting the GTAA F & ES reasonably permit.

- (b) Where a request for Assistance is made under this Agreement, by the GTAA F & ES as Primary Responder to Mississauga F & ES as Secondary Responder, Mississauga F & ES shall accept the request to provide Assistance and may in its sole discretion determine the nature, type, scope, response time and amount of Assistance to be provided and may in its sole discretion provide alternatives to the Assistance requested. Mississauga F & ES as Secondary Responder shall communicate any such decision to the GTAA F & ES as Primary Responder as soon as the circumstances affecting Mississauga F & ES reasonably permit.

6. Nature of Assistance.

Where an offer for Assistance is made under this Agreement, the Secondary Responder may in its sole discretion determine the nature, type, scope and amount of Assistance to be provided and may in its sole discretion suggest alternatives to the Assistance offered.

7. No obligation for GTAA F & ES.

- (a) Nothing in this Agreement shall require or obligate, or be construed to require or obligate the GTAA F & ES to accept a request for Assistance or request, provide or offer Assistance or to continue any Assistance then being provided, except as provided in Section 7(c). The GTAA F & ES shall retain the right to refuse a request to provide or to discontinue Assistance and the right not to accept an offer of Assistance, and the right to suggest alternatives to the Assistance requested or offered and the right not to suggest such alternatives all as it may determine in its sole discretion.
- (b) Mississauga F & ES as Secondary Responder shall provide Assistance to the GTAA F & ES as Primary Responder if and when requested by it to do so. Mississauga F & ES shall retain the right to suggest alternatives to the Assistance requested or offered and the right not to suggest such alternatives all as it may determine in its sole discretion.
- (c) Notwithstanding Section 7(a), where Mississauga F & ES as Primary Responder to an Emergency at the Pearson International Fuel Facility requests Assistance from the GTAA F & ES, such Assistance shall be provided, subject to the following: (i) the GTAA F & ES retains the right to provide alternatives to the Assistance requested and may in its sole discretion determine the nature, type,

scope, response time and amount of Assistance provided in order to ensure that at all times the level of fire and emergency response available in the Area of GTAA Primary Response is maintained at an adequate level in support of the Airport's operations and in compliance with all applicable laws, statutes and regulations including without limitation the Canadian Aviation Regulations, and (ii) the GTAA F & ES may at any time in its sole discretion withdraw, in whole or part, any Assistance in order to comply with Section 7(c)(i).

8. No Further Obligation.

Where Assistance has been offered or provided by the Secondary Responder, the Secondary Responder shall not be obligated to provide any further Assistance or to do any thing or take any action beyond that which it specifically agreed to do in its offer of Assistance or its acceptance of the request to provide Assistance.

9. Withdrawing Assistance.

- (a) Nothing in this Agreement, except as provided in Section 7(c), shall prevent the GTAA F & ES as Secondary Responder, acting in its sole discretion, from withdrawing all or any part of the Assistance or altering the nature, type, scope and amount of Assistance offered or provided or to be provided to Mississauga F & ES as Primary Responder or suspending or ceasing Assistance, in whole or in part.
- (b) Nothing in this Agreement shall prevent either party as Secondary Responder, acting in its sole discretion, from altering the nature, type, scope and amount of Assistance offered or provided or to be provided to the other party as Primary Responder.
- (c) Mississauga F & ES shall not withdraw its Assistance once provided, however it may suspend, cease or discontinue its Assistance if the senior officer for Mississauga F & ES in response to an Emergency in the GTAA Area of Primary Response or in the Area of Joint Response does not agree, acting reasonably, with an operational direction from the Fire Chief for the GTAA F & ES.

10. Authority of Fire Chief.

Each party authorizes its Fire Chief, on its behalf:

- (a) to request Assistance;
- (b) to accept, in whole or in part, a request to provide Assistance made;

- (c) in the case of the GTAA Fire Chief, to refuse in whole or in part a request to provide Assistance, except as provided in Section 7(c);
- (d) to offer to provide Assistance;
- (e) to accept or refuse, in whole or in part, Assistance offered;
- (f) to determine the nature, type, scope and amount of Assistance to be offered or provided, if any;
- (g) to issue instructions or determine the exact mission relating to the Assistance offered or provided or to be provided, if any;
- (h) to alter, in whole or in part, Assistance offered or provided or to be provided, if any;
- (i) to suggest alternatives to the Assistance offered or requested;
- (j) in the case of the GTAA Fire Chief, to withdraw, in whole or in part, Assistance offered or provided or to be provided, except as provided in Section 7(c);
- (k) in the case of the Mississauga Fire Chief to suspend, cease or discontinue Assistance pursuant to Section 9(c);
- (l) in the case of the GTAA Fire Chief, to rescind, in whole or in part, acceptance of a request to provide Assistance or an offer of Assistance made, except as provided in Section 7(c);
- (m) in the case of the GTAA Fire Chief, to suspend, cease or discontinue, in whole or in part, Assistance, except as provided in section 7(c);
- (n) except where expressly provided otherwise in this Agreement, to give any consent, permission or approval or make any other decisions required; and
- (o) to communicate (including determining the method, form and means of communication) to the other party any decision made or other matter with respect to Assistance,

under this Agreement.

11. Familiarization.

- (a) The parties may take such measures as their respective Fire Chiefs mutually

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determine are reasonably necessary to familiarize their respective fire departments with the fire suppression, rescue or emergency services that may be provided by the other party and in the case of Mississauga F & ES this includes the familiarization of any Facility within the Area of GTAA Primary Response.

- (b) The GTAA shall provide or make available to Mississauga the GTAA Emergency Response Plan for the Airport ("ERP") as it exists on the date of this Agreement, unless the GTAA has provided the ERP to Mississauga prior to such date. The GTAA shall provide advance notice of any proposed changes to or the replacement of the ERP that could reasonably be expected to affect the manner in which any Assistance is performed by Mississauga F & ES, and shall provide Mississauga F & ES reasonable time to review any such proposed changes and provide any comments to the GTAA regarding any such proposed changes. GTAA shall provide or make available to Mississauga F & ES the final version of any such proposed changes amending the ERP.
- (c) The GTAA shall ensure that the ERP is consistent with this Agreement, including any approved operational plans and policies discussed in Section 13 which form part of this Agreement, and Mississauga F & ES shall be provided reasonable time to review any proposed changes and provide any comments to the GTAA regarding any proposed amendments.
- (d) The Mississauga Fire Chief may request that the GTAA F & ES provide Mississauga F & ES with copies of all plans, documents and technical information, or any other such information that may be requested, that it has in its possession, for Facilities in the GTAA Primary Response area, the Mississauga Primary Response Area and the Joint Response Area. The GTAA F & ES shall review such requests and shall provide or make available to Mississauga F & ES such materials and information that may be reasonably necessary for Mississauga F & ES to plan for and prepare for any request for Assistance as a Secondary Responder or response to an Emergency as a Primary Responder, and the GTAA F & ES shall not arbitrarily or unreasonably deny such request.
- (e) Upon the mutual consent of their respective Fire Chiefs, which consent shall not be arbitrarily or unreasonably withheld or delayed, the parties may from time to time jointly conduct pre-fire planning inspections, drills and other exercises relating to any Assistance to be provided under this Agreement.

12. Information Sharing.

Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chap. M.56 in the case of Mississauga F & ES, the parties may, during the term of this Agreement, share with each other information on specific types of personnel, services,

equipment or material in its possession that may be useful in offering, providing or receiving Assistance under this Agreement. All such information shall be the most current and up to date information in the providing party's possession and shall otherwise be provided 'as is' and without warranty of any kind or nature whatsoever at law or in equity as to ownership, accuracy, reliability or otherwise. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chap. M.56, in the case of Mississauga, the receiving party shall keep confidential and not disclose any such information without the prior consent of the disclosing party whose consent may be arbitrarily or unreasonably denied or delayed. In addition, all such information shall be provided and used at the sole risk of the receiving party without any liability of any kind or nature whatsoever at law or in equity to the disclosing party and without any indemnification, compensation or reimbursement of any kind or nature whatsoever at law or in equity from the disclosing party and, in this connection, the receiving party hereby agrees, despite the general indemnity in Section 22, to release the disclosing party from all claims arising from being provided or from the use of such information and to defend, indemnify and save harmless the disclosing Party from all third party claims of every kind or nature whatsoever at law or in equity arising from same. Finally, the receiving party shall acquire no intellectual property or other proprietary interest of any kind or nature whatsoever at law or in equity in such information, save for the limited, revocable (upon termination of this Agreement or otherwise at the sole discretion of the disclosing party) right to use such information for the express purpose of offering, providing or receiving Assistance under this Agreement but for no other purpose. Where the right to use such information has been revoked, the receiving party shall immediately return all such information (no matter in what form or medium, including any works therefrom (whether in final form or otherwise), and including any copies made thereof) to the disclosing party, unless the disclosing party specifies otherwise in writing.

13. Operational Plans and Procedures.

The parties may negotiate and prepare plans and procedures of operation for the purpose of implementing any Assistance to be provided under this Agreement. Once finalized, any such plans and procedures shall be subject to the written approval of the Fire Chief of each party, such approval not to be arbitrarily or unreasonably denied or delayed. Upon being approved, such plans and procedures shall become effective and will form part of this Agreement (even though not physically attached to it), and, to the extent reasonably possible, shall be followed by the parties when Assistance is being provided. The parties may amend such plans and procedures from time to time, but any such amendments shall not become effective and will not form part of this Agreement until approved in writing by their respective Fire Chiefs, such approval not to be arbitrarily or unreasonably denied or delayed. In the event of a conflict between a provision in such plans and procedures and a provision in the main body of this Agreement (including without limitation an instruction or direction issued or made by a

Fire Chief pursuant to Section 10(g) or Section 14, the provision in the main body of the Agreement shall govern.

14. Responsibility and Direction.

Despite any other provision in this Agreement, the Primary Responder shall remain responsible for ensuring that all reasonable and prudent measures are taken by the Primary Responder to mitigate an Emergency in respect to which an offer or request to provide Assistance has been made under this Agreement. During the Emergency and the Assistance provided under this Agreement, the Secondary Responder and the Primary Responder shall remain intact, under the direct command of its highest ranking officer on scene; however, despite Section 10(g) but subject to Section 9, operational direction to the Secondary Responder's senior officer on scene shall issue from the Fire Chief of the Primary Responder only, provided that the Secondary Responder shall have the right to assign supervisory personnel to operate, or supervise the operation of any of the Secondary Responder's personnel or equipment or both furnished as Assistance to the Primary Responder, in accordance with any such tactical or strategic direction made by the Fire Chief for the Primary Responder.

15. Disclosure of Emergency and Assistance.

Each party shall keep confidential and, except in the case of Mississauga for the purposes of enabling the Mississauga Fire Chief to report under Section 16, not disclose any information concerning the Emergency or the Assistance provided under this Agreement without the prior consent of the other party whose consent shall not be arbitrarily or unreasonably denied or delayed, unless such information is required to be disclosed by law, court order or an order of an agency, body or tribunal having jurisdiction or, in the case of GTAA to comply with its Ground Lease or other governing documents.

16. Report to Mississauga Council and the Office of the Fire Marshal.

- (a) Pursuant to the requirements of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, any regulations there under and any direction specified by the Fire Marshal, the Mississauga Fire Chief shall report all Emergencies for which Assistance was offered, requested or provided by Mississauga F & ES to the Office of the Fire Marshal.
- (b) The Mississauga Fire Chief shall report to the Mayor, individual Council members or Mississauga Council as a whole, at such times as the Mayor, individual Council members or Council as a whole may determine as appropriate and otherwise as the Mississauga Fire Chief considers appropriate, all Emergencies for which Assistance was offered, requested or provided by

Mississauga F & ES, if Assistance was provided by Mississauga F & ES, the nature, type, scope and amount of the Assistance and otherwise such other matters as the Fire Chief considers relevant to the Emergency and the Assistance provided under this Agreement.

- (c) The Mississauga Fire Chief may request that the GTAA F & ES provide all relevant information and copies of documentation pertaining to any Assistance offered, requested or provided by Mississauga F & ES for the purpose of the reports described in Section 16 (a) and (b). The GTAA shall review such requests and shall not arbitrarily or unreasonably deny such request.

17. Fees and Costs for Assistance.

- (a) The parties agree that where the GTAA F & ES acted as Secondary Responder in an area that is not highlighted in blue in Schedule A, the GTAA may charge Mississauga or Mississauga F & ES a fee for the Assistance provided. The GTAA may not charge Mississauga or Mississauga F & ES a fee for any Assistance provided in the Area of Mississauga Primary Response that is highlighted in blue in Schedule A.
- (b) Where GTAA F & ES may charge Mississauga a fee for Assistance as set out in Section 17 (a), the parties agree that Mississauga shall be responsible to pay for the actual costs of all material furnished or used by GTAA F & ES in providing the Assistance including, but not limited to, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, and material furnished or used for the purpose of providing Assistance to Mississauga F & ES under this Agreement, but excluding costs of fuel and oils. Mississauga shall be responsible for the cost of replacing equipment or material used by the GTAA F & ES as Secondary Responder in providing Assistance where such is damaged beyond reasonable repair or is lost as a result of or due to an act or omission of Mississauga F & ES or any one for which it is responsible in law. The GTAA shall provide to Mississauga, if practical given the nature of any Emergency, an estimate of such cost of providing the Assistance prior to providing any Assistance. Payment by Mississauga shall be subject to Mississauga's receipt of an invoice from the GTAA. Such invoice shall set out, to the reasonable satisfaction of the Mississauga Fire Chief the basis for the calculation of the fee and such costs. Mississauga shall remit payment of the fee and costs owing for the Assistance provided within ninety (90) days of the receipt of the GTAA's invoice. Any amount of the fee and costs remaining unpaid and outstanding after the ninety (90) day period referred to in this Section shall bear interest at the rate stipulated in the GTAA's invoice, which rate shall not exceed the prime rate at the date of the invoice plus two (2%) per cent per year until paid.

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- (c) The parties agree that Mississauga or Mississauga F & ES acting as Secondary Responder shall not charge the GTAA or GTAA F & ES any charges, costs or fees whatsoever for the Assistance provided, save and except that if such Secondary Responder Assistance is provided on real property that is not owned by the federal Crown and not included in the Ground Lease and provided further that title to such real property is registered in the GTAA's name then Mississauga may charge for fees and charges that may be charged in the same manner as fees and charges pursuant to Mississauga's Fire and Emergency Services Fees and Charges By-law No. 350-10 or any successor by-law. Payment by the GTAA for such Assistance provided shall be subject to the GTAA's receipt of an invoice from Mississauga. Such invoice shall set out, to the reasonable satisfaction of the GTAA's Fire Chief, the basis for the calculation of the fee.

18. Responsibility for Costs where Mississauga is Primary Responder.

Mississauga shall not charge the GTAA or GTAA F & ES any charges, costs or fees whatsoever where Mississauga F & ES acted as Primary Responder, save and except that if Mississauga F & ES acted as Primary Responder to an Emergency on real property that is not owned by the federal Crown and not included in the Ground Lease and provided further that title to such real property is registered in the GTAA's name, then Mississauga may charge for fees and charges that may be charged in the same manner as fees and charges pursuant to Mississauga's Fire and Emergency Services Fees and Charges By-law No. 350-10 or any successor by-law.

19. Term of Agreement.

This Agreement commences as of the date of this Agreement and continues until terminated pursuant to this Agreement.

20. Termination of Agreement.

Either party may, for any reason or for no reason at all, terminate this Agreement upon one hundred and eighty (180) days' prior written notice to the other party.

21. No Liability.

- (a) The parties agree that no liability shall accrue to the Secondary Responder, its Council or board members (as the case may be), officers, employees or agents, where the Secondary Responder refuses to provide Assistance to the Primary Responder.
- (b) The parties agree that no liability shall accrue to the party that is a Secondary Responder, its Council or board members (as the case may be), officers,

employees or agents, if a request for Assistance is not made by the Primary Responder.

- (c) The parties agree that no liability shall accrue to the Secondary Responder, its Council or board members (as the case may be), officers, employee or agents, if a request to provide Assistance is accepted, where the Secondary Responder neglects or fails to provide Assistance, or does not provide Assistance in a timely manner or, if Assistance is provided, for any decisions made by the Secondary Responder with respect to the nature, type, scope, response time and amount of Assistance provided or to be provided or for compliance or noncompliance by the Secondary Responder with any tactical or strategic direction issued by the Fire Chief of the Primary Responder under Section 14 or where the Secondary Responder withdraws, discontinues, suspends or ceases Assistance, in whole or in part, or where the Secondary Responder suggests alternatives to the Assistance requested.
- (d) The party that is the Primary Responder hereby waives any claims that it may or might have against the party that is the Secondary Responder arising from all or any of the foregoing in paragraphs (a), (b) and (c).

22. Indemnity.

The party that is the Primary Responder shall, subject to Section 21, be liable for and shall defend, indemnify and hold harmless the party that is the Secondary Responder, its Council or board members (as the case may be), officers, employee or agents, from and against all claims, defence costs, settlement costs, all manner of action or actions, cause and causes of action, duties, dues, accounts, covenants, contracts, demands or other proceedings of every kind or nature whatsoever at law or in equity for any loss of, or damage to any property and/or any damages (indirect or direct), personal injury or injury resulting in death to any persons arising out of the performance of any Assistance, which shall include the refusal, withdrawal, discontinuance, suspension, alternative to, or cessation of Assistance, provided or to be provided under this Agreement or arising from a situation where Assistance was not requested, which includes any negligence or breach of statutory duty, except to the extent that such loss, damage, injury or death is caused or contributed to by the gross negligence or willful misconduct of the Secondary Responder or any person for which it is responsible in law in providing Assistance.

23. Insurance.

During the term of this Agreement and any renewals thereof, both Mississauga and the GTAA covenant that they will each obtain and maintain in full force and effect, at their own costs:

Mississauga:

- (a) Commercial General Liability insurance and/or self insurance, providing for, among other things, coverage for third party bodily injury, including injuries resulting in death, property damage and personal injury. Such policies and/or self insurance shall:
 - (i) Have inclusive limits of not less than Ten Million (\$10,000,000.00) dollars per occurrence;
 - (ii) Contain a cross-liability clause endorsement of standard wording;
 - (iii) Provide that the Primary Responder's liability insurance shall apply as primary insurance and not in excess to any liability insurance available under this Agreement to the Secondary Responder, except where the Secondary Responder is responsible under Section 22, in which case the Secondary Responder's liability insurance shall apply as primary insurance in accordance with the above;
 - (iv) Add the GTAA and Her Majesty the Queen in Right of Canada as additional insured;
 - (v) Include non-owned automobile insurance;
 - (vi) Include coverage for bodily injury caused by emergency medical procedures performed by Mississauga's F & ES personnel; and
 - (vii) Include employers' liability coverage;
- (b) Professional liability insurance and/or self-insurance with a limit of not less than Ten Million (\$10,000,000.00) dollars per occurrence;
- (c) Automobile Liability Insurance in the usual form for a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per accident;
- (d) Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given to the other party at least thirty (30) clear days before the effective date thereof; and

- (e) Prior to the commencement of this Agreement, Mississauga shall deliver certificates of insurance signed by an authorized representative of the insurer evidencing proof of coverage. Renewal certificates of insurance are available upon the request of the other party.

GTAA

- (a) Airport Operators Liability Insurance, providing for, among other things, coverage for third party bodily injury (including death), property damage and personal injury arising out of occurrences at the airport location or any location in connection with the GTAA's business of airport operations or activities incidental thereto.
- (i) The policy limit shall not be less than Ten Million Dollars (\$10,000,000.00) per occurrence.
 - (ii) Contain a severability of interest and cross liability clause;
 - (iii) Provide that the Primary Responder's liability insurance shall apply as primary insurance and not in excess to any liability insurance available under this Agreement to the Secondary Responder, except where the Secondary Responder is responsible under Section 22, in which case the Secondary Responder's liability insurance shall apply as primary insurance in accordance with the above; and
 - (iv) Add Mississauga as an additional insured;
- (b) Commercial General Liability Insurance providing for non-owned automobile insurance. The policy limit shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence;
- (c) Automobile Liability Insurance in the usual form for a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per accident, provided, however, that whenever a vehicle is on the Airside the Airport Operators Liability policy shall apply to such vehicle and not the Automobile Liability Insurance policy. For the purpose of this paragraph (c), "Airside" means those areas of the Airport providing the means for the operation, movement, maintenance and servicing of aircraft;
- (d) Such policies shall not be terminated or cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given to the other party at least thirty (30) clear days before the effective date thereof; and

- (e) Prior to the commencement of this Agreement, the GTAA shall deliver certificates of insurance signed by an authorized representative of the insurer evidencing proof of coverage. Renewal certificates of insurance are available upon the request of the other party.

24. Employment Status.

Despite that employees, contractors and agents (collectively, the "workers") of the Secondary Responder may, as a result of this Agreement, be assigned to perform duties for the Primary Responder and, in fact, be performing services for the Primary Responder or the inhabitants of its territorial jurisdiction (in the case of the GTAA as Secondary Responder) or for their respective benefit, the parties agree that, despite anything in Section 14, the workers of the Secondary Responder shall retain their employment or contractual relationship with the Secondary Responder and shall remain, in all respects, workers of the Secondary Responder and, except as otherwise provided in Section 14, shall be under the command and supervision of the Secondary Responder and that the Primary Responder is not to be considered the employer of the Secondary Responder's workers, under any circumstances or for any purposes whatsoever. The Secondary Responder shall remain responsible for all statutorily required deductions, contributions, premiums and payments (including without limitation income taxes, employment insurance, pension plan including without limitation Canada Pension Plan, and Workplace Safety and Insurance) in respect of its workers. Despite the foregoing, this Agreement is subject to subsection 71(1) of the *Workplace Safety And Insurance Act*, 1997, S.O. 1997, c. 16.

25. Collective Agreements.

Each party agrees, if it is deemed necessary by the party, to use commercially reasonable efforts to have its collective agreements, applicable to the workers who may provide Assistance as described in this Agreement, amended to provide for this Agreement and any Assistance provided or to be provided under this Agreement.

26. Notice.

Where notice is required to be given to a party under this Agreement, the notice shall be in writing and may be given personally (through courier or otherwise), by regular letter mail, by electronic transmission (excluding email), by telephone transmission of a facsimile (i.e., fax) or by some other method that allows proof of receipt, and shall be given,

- (a) in the case of notice to City of Mississauga, to:

Mississauga Fire Chief
City of Mississauga
Mississauga Fire and Emergency Services
15 Fairview Road West
Mississauga, ON L5B 1K7

Facsimile No.: (905) 615 4579
Telephone No.: (905) 615 3750

- (b) and, in the case of notice to Greater Toronto Airport Authority to:

GTAA Fire Chief
Greater Toronto Airport Authority
Lester B. Pearson International Airport
P.O. Box 6031
Toronto AMF, ON L5P 1B2

Facsimile No.: (416) 776-5851
Telephone No.: (416) 776-3811

- (c) such other address or fax number of which the party to be notified shall have given written notice to the other party in accordance with the above,

provided that,

- (d) notice given personally shall be deemed to have been received by the other party on the date of delivery;
- (e) notice given by regular letter mail shall be deemed to have been received by the other party on the fifth day after mailing; and
- (f) notice given by electronic transmission or by telephone transmission of a facsimile shall be deemed to have been received the day after it is sent or, if that day is a Saturday, Sunday or statutory holiday on which the GTAA's administrative office is closed, on the next day that is not a Saturday, Sunday or statutory holiday,

unless that other party establishes that it did not, acting in good faith, through absence, accident, illness or other cause beyond that other party's reasonable control, receive the notice until a later date than the deemed date of receipt,

and provided that,

(g) notice given by or to its Fire Chief shall be deemed to be notice by or to the party.

27. Time of Essence.

Except as expressly provided otherwise in this Agreement, time shall be of the essence of this Agreement. Despite the foregoing, the performance of any obligation of a party hereunder shall be excused to the extent that it is hindered or prevented or delayed because of labour disturbances, including strikes and lockouts and other job actions and including any arising out of any neglect or failure to have its collective agreement amended pursuant to Section 25, acts of God, storms, accidents, government regulations or interference or any cause whatsoever not within the reasonable control of the party.

28. Rights and Remedies Where Breach or Dispute.

Nothing contained in this Agreement shall be construed as restricting or preventing either party from relying on any other right or remedy otherwise available to it at law or in equity in the event of any breach of this Agreement or a dispute under this Agreement.

29. Assignment.

Neither party shall assign this Agreement, in whole or in part, or subcontract any portion of the services to be provided under this Agreement, without the written permission of the governing body of the other party, which permission may be unreasonably or arbitrarily denied or delayed.

30. Binding.

This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors, administrators and permitted assigns.

31. Independent Contractors.

Nothing contained in this Agreement shall be construed to mean that the parties are partners or joint venturers or agents of each other, or that the officials, officers, employees, contractors and agents of one party are those of the other party, or have any relationship other than that of independent contractors.

32. No Third Party Benefit.

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way under this Agreement for any cause whatsoever.

33. Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province, and shall be treated in all respects as an Ontario contract.

34. Courts.

The parties to this Agreement specifically submit to the exclusive jurisdiction of the courts of the Province of Ontario.

35. Severability.

If any of the provisions of this Agreement or their application to any person or circumstance are to any extent rendered or held to be illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it.

36. Extended Meanings.

Words expressed in the singular include the plural and visa-versa and words in one gender include all genders.

37. Grammatical Variations.

Grammatical variations of any terms defined in this Agreement shall have similar meanings to such defined terms.

38. Legislative References.

Any reference in this Agreement to all or any part of any statute, regulation, by-law or rule shall, unless otherwise stated, be a reference to that statute, regulation, by-law or rule or the relevant part thereof, amended, replaced or re-enacted from time to time.

39. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties of the matters contained in it, and supersedes all prior agreements and understandings on these matters.

40. Amendment.

Except where expressly provided otherwise, this Agreement shall not be amended, in any way, unless such amendment is in writing and is executed by all the parties with the same formalities, including all necessary prior approvals of the governing bodies of the respective parties, as this Agreement.

41. Conflict.

In the event of a conflict between this Agreement and any agreement entered into by Mississauga made under subsection 13(3) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, the agreement made under the Act shall prevail to the extent of the conflict. The parties agree that any such agreement made under the Act shall not, nor be construed to, impose any obligation on the GTAA or require the GTAA to undertake any act. A conflict occurs whenever a provision in this Agreement and a provision in that agreement are inconsistent and cannot be reconciled. In such case, GTAA shall have no legal recourse against Mississauga and hereby waives all claims that it may or might have against Mississauga as a result thereof, provided, however, the GTAA shall have the right to immediately terminate this Agreement upon notice to Mississauga notwithstanding the notice period described in Section 20. Unless prevented by the agreement made under the Act or any other limitation imposed by contract or otherwise by law, Mississauga shall use its best efforts, taking into account all relevant circumstances, to notify GTAA of any conflicts of which Mississauga become aware during the course of any Assistance being provided or received under this Agreement, but any failure or neglect to do so shall not affect the waiver of claims provided under this Section.

42. Survival.

Sections 12, 15, 17, 18, 21, 22, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42 shall survive the termination of this Agreement in respect of any matter arising before the effective date of termination.

43. Settlement of Disputes

- (a) With respect to any dispute between Mississauga and the GTAA, or their respective Fire Chiefs, with respect to the interpretation or implementation of this Agreement, the Fire Chiefs (or their designated representatives) will endeavour to resolve such dispute through discussion and agreement and such disputes will not be referred to third party mediation or arbitration for resolution.

- (b) If a dispute remains unresolved thirty (30) days after commencement of discussions in accordance with paragraph (a), then upon written request of either Party, the dispute will be referred to a committee (the "Management Committee") as described in paragraph (c) to resolve such dispute.
- (c) The Management Committee will be composed of two representatives from each Party who are from departments other than the relevant Party's fire and emergency services department and the Management Committee's objective will be to resolve disputes between the Parties concerning the interpretation or implementation of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date indicated above, which date shall be the date on which the last party executes this Agreement.

THE CORPORATION OF THE CITY OF MISSISSAUGA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

GREATER TORONTO AIRPORTS AUTHORITY

Per: *Mike Fasliola*

Name: MIKE FASLIOLA

Title: FIRE CHIEF

Per: _____

Name:

Title:

I/We have authority to bind the Corporation



SCHEDULE "A"

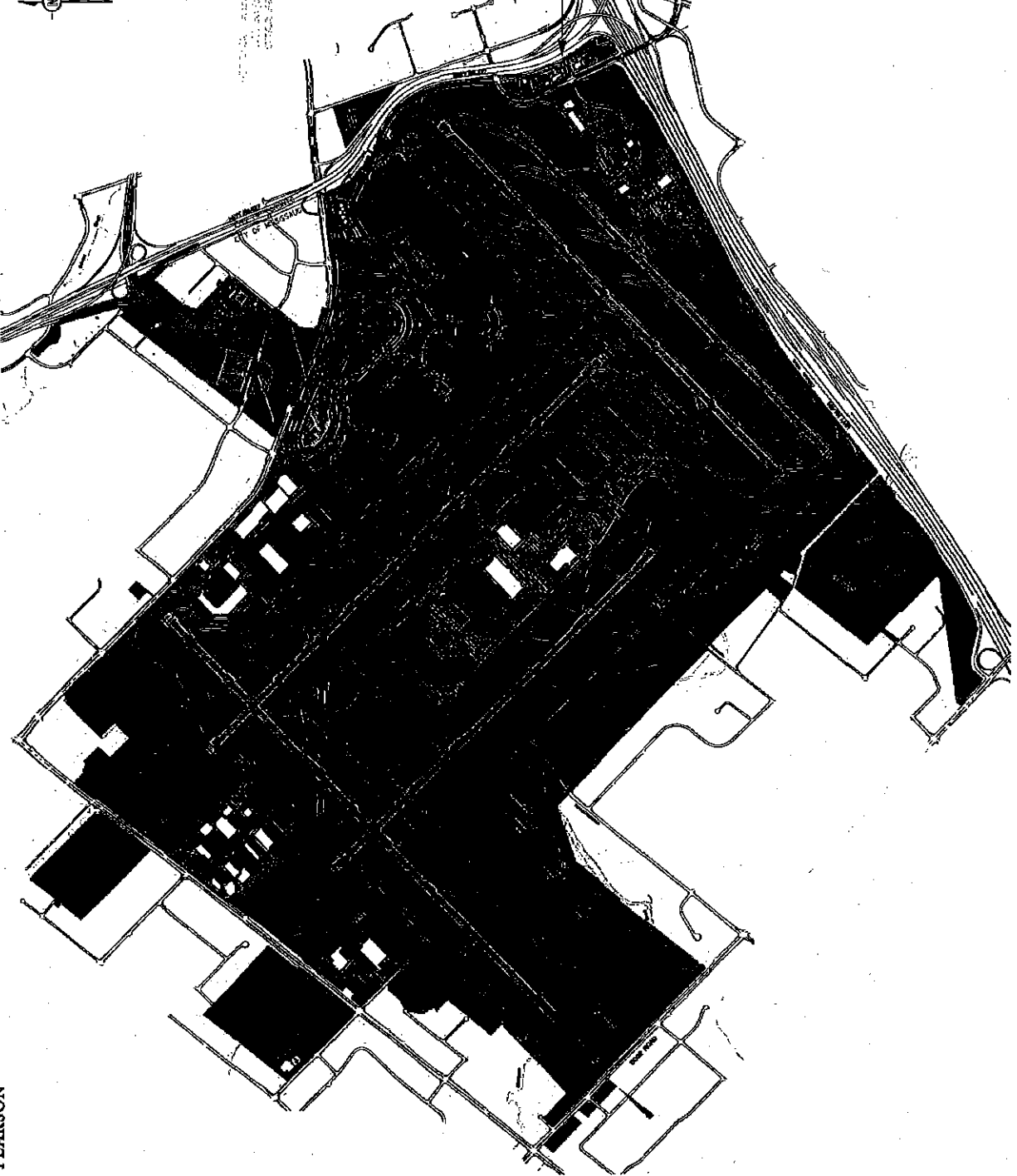
PRIMARY RESPONSE AND JOINT RESPONSE AREAS

Greater Toronto Airports Authority
110 Bay St., Toronto, Ontario, Canada M5H 1S2
Tel: (416) 776-7777 Fax: (416) 776-6666



TOURNAI AVENUE
DUNDAS STREET WEST
DUNDAS STREET WEST

TORONTO
FIRE SERVICES



LEGEND

- Area of Mississauga Fire & Emergency Services Primary Response
- Area of GTAA Fire & Emergency Services Primary Response
- Area of Mississauga Fire & Emergency Services Primary Response