



AGENDA

GENERAL COMMITTEE

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

WEDNESDAY, MARCH 21, 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
Councillor Ron Starr	Ward 6 (Chair)
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
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INDEX – GENERAL COMMITTEE – MARCH 21, 2012

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

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- A. Item 1 Masood Khan, Chair, Canada Day Committee of the South Asians
- B. Item 1 Baljinder Tamber, Chair, Malton Community Festival
- C. Greg Vezina and Kathy Vezina, Mississauga residents with respect to the March 6, 2012 Election Campaign Finance Committee meeting.
- D. Item 2 Lorenzo Mele, Transportation Demand Management Coordinator and Kevin McLaughlin, President, AutoShare Inc.
- E. Rajan Balchandani, Manager, Energy Management and Samina Mehar, Energy Management with respect to Energy Benchmarking, Energy Awareness and Re-commissioning Program

MATTERS TO BE CONSIDERED

- 1. Recommended Grant Allocations for the 2012 Community Cultural Festivals and Celebrations Grant Program
- 2. Car Share Pilot Project and AutoShare Inc. Service Agreement
- 3. All-Way Stops – Candlelight Drive at Intrepid Drive / Rayana Ridge & McDowell Drive at Questman Hollow (Ward 10)
- 4. Lower Driveway Boulevard Parking – Wetherby Lane (Ward 3)
- 5. Lower Driveway Boulevard Parking – 4720 and 4722 Antelope Crescent (Ward 4)
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Towing Industry Advisory Committee – Report 1-2012 – February 28, 2012

Heritage Advisory Committee – Report 2-2012 – March 2, 2012

Environmental Advisory Committee – Report 2-2012 – March 6, 2012

COUNCILLORS' ENQUIRIES

CLOSED SESSION

(Pursuant to Subsection 239 (2 & 3.1) of the *Municipal Act*)

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Acquisition of Part of 949 Burnhamthorpe Road East for the Burnhamthorpe Road East Improvements Project
(Ward 3)
- B. Educational Session – Stormwater Financing Study

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MATTERS TO BE CONSIDERED

1. Recommended Grant Allocations for the 2012 Community Cultural Festivals and Celebrations Grant Program

Corporate Report dated March 5, 2012 from the Commissioner of Community Services with respect to proposed recommended grant allocations for the 2012 Community Cultural Festivals and Celebrations Grant Program.

RECOMMENDATION

That the recommended grant allocations for the 2012 Community Cultural Festivals and Celebrations Grant Program outlined in the report "Recommended Grant Allocations for the 2012 Community Cultural Festivals and Celebrations Grant Programs", dated March 5, 2012, from the Commissioner of Community Services, be approved.

2. Car Share Pilot Project and AutoShare Inc. Service Agreement

Corporate Report dated March 7, 2012 from the Commissioner of Transportation and Works with respect to a Service Agreement with AutoShare Inc.

RECOMMENDATION

1. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute the agreement with AutoShare Inc., to the satisfaction of the City Solicitor, to deliver car share services in the Downtown for a period of two (2) years commencing April 2, 2012.
2. That the Transportation and Works Department report back to General Committee with an interim program assessment after the first six (6) months of operation of the Car Share Service Pilot Project
3. That the Transportation and Works Department report back to General Committee with a project and financial evaluation after one (1) year of operation of the Car Share Service Pilot Project.
4. That all necessary by-laws be enacted.

3. All-Way Stops – Candlelight Drive at Intrepid Drive / Rayana Ridge & McDowell Drive at Questman Hollow (Ward 10)

Corporate Report dated February 27, 2012 from the Commissioner of Transportation and Works with respect to a request for all way stops at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow.

RECOMMENDATION

That an all-way stop control not be implemented at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow.

4. Lower Driveway Boulevard Parking – Wetherby Lane (Ward 3)

Corporate Report dated February 22, 2012 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking between the curb and sidewalk, on Wetherby Lane.

(4.) RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on Wetherby Lane.

5. Lower Driveway Boulevard Parking – 4720 and 4722 Antelope Crescent (Ward 4)

Corporate Report dated February 28, 2012 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking between the curb and sidewalk, on Antelope Crescent for 4720 and 4722 Antelope Crescent.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on Antelope Crescent for 4720 and 4722 Antelope Crescent.

6. Lower Driveway Boulevard Parking – Gananoque Drive (Ward 9)

Corporate Report dated February 29, 2012 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking between the curb and sidewalk, on the north side of Gananoque Drive between Glen Erin Drive and Markwood Place.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the north side of Gananoque Drive between Glen Erin Drive and Markwood Place.

7. Stopping Prohibition Anytime – Otto Road (Ward 5)

Corporate Report dated February 22, 2012 from the Commissioner of Transportation and Works with respect to implementing a stopping prohibition on both sides of Otto Road from Kennedy Road East to Danville Road.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement a stopping prohibition anytime on both sides of Otto Road from Kennedy Road East to Danville Road.

8. Parking Prohibition – Osprey Boulevard (Ward 10)

Corporate Report dated February 16, 2012 from the Commissioner of Transportation and Works with respect to a parking prohibition on the south and east sides of Osprey Boulevard, west of Grossbeak Drive to Saltmarsh Court.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement a parking prohibition from 7:00 a.m. – 9:00 a.m. on the south and east sides of Osprey Boulevard from a point 181 metres (594 feet) west of Grossbeak Drive to Saltmarsh Court.

9. Extension of Corner Parking Prohibition

Corporate report dated February 29, 2012 from the Commissioner of Transportation and Works with respect to the extension of corner parking prohibition.

RECOMMENDATION

That the report from the Commissioner of the Transportation and Works Department dated February 29, 2012 titled, “Extension of Corner Parking Prohibition”, be received for information.

10. Closure of City Centre Drive through Celebration Square for Sod Replacement and 2012 Summer Programming (Ward 4)

Corporate report dated March 6, 2012 from the Commissioner of Transportation and Works with respect to sod replacement for Celebration Square and the seasonal closure of City Centre Drive for 2012 Summer Programming.

RECOMMENDATION

1. That a by-law be enacted to implement the seasonal closure of City Centre Drive between Duke of York Boulevard and Living Arts Drive from Monday April 2 to Sunday October 14, 2012 for the removal and replacement of the existing sod in the south square and to accommodate the 2012 summer season programming.
2. That staff report back to General Committee on an annual basis with regard to the required closure dates and continue to monitor pedestrian and vehicular traffic activity during the fall, winter and spring months when the road is open.

11. Graffiti Implement By-law

Corporate report dated March 7, 2012 from the Commissioner of Transportation and Works with respect to a draft Graffiti Implement By-law.

RECOMMENDATION

1. That the report from the Commissioner of the Transportation and Works Department dated March 7, 2012 titled "Graffiti Implement By-law" be received for information.
2. That Council not enact a by-law prohibiting the sale of graffiti implements to minors.

12. 2010 Bridge Rehabilitation Program

Corporate report dated March 2, 2012 from the Commissioner of Transportation and Works with respect to the 2010 Bridge Rehabilitation Program.

RECOMMENDATION

1. That the Purchasing Agent be authorized to increase the contract limit for an additional \$49,000.00 for Planmac Inc. for additional professional services completed and anticipated for the design and construction phase of the rehabilitation of five bridge/culvert structures. In accordance with the Purchasing Bylaw 374-06.
2. That a contingency of \$40,000.00 to the contract issued to Planmac Inc. be approved should unforeseen additional fees be required for the construction phase of the rehabilitation of five bridge/culvert structures.
3. That the scope of work covered under Council approved P.N. 11-131 for structure/creek rehabilitation work design, environmental assessment and contract administration for the Lakeshore Road East crossing over Applewood Creek be expanded to include the Lakeshore Road East crossing over Serson Creek.

13. Credit River Erosion Control Works (Ward 6)

Corporate report dated March 2, 2012 from the Commissioner of Transportation and Works with respect to changes to the contract with Sernas Group Inc to complete the Municipal Class Environmental Assessment for the Credit River Erosion Control.

(13.) RECOMMENDATION

That the Purchasing Agent be authorized to increase the upset limit for contract 4500268801, issued to the Sernas Group Inc. by \$45,000, from \$102,749 to \$147,749 and extend the contract end date to December 31, 2012.

14. Interim Improvements to Burnhamthorpe Road – Arista Way to Mavis Road (Wards 4 and Ward 7)

Corporate report dated February 29, 2012 from the Commissioner of Transportation and Works with respect to interim improvements to Burnhamthorpe Road between Arista Way and Mavis Road.

RECOMMENDATION

1. That the planned resurfacing of Burnhamthorpe Road between Arista Way and Mavis Road be deferred for consideration until both the Environmental Assessment and preliminary design for the Hurontario Main Street Light Rail Transit project are complete, and after the subsequent Environmental Assessment process for the portion of Burnhamthorpe Road from Living Arts Drive to Mavis Road is undertaken, and that road maintenance including asphalt patching be undertaken as needed in the interim.
2. That improvement to the intersections of Kariya Gate and Duke of York Boulevard at Burnhamthorpe Road West be implemented during 2012 to improve pedestrian safety.
3. That an asphalt multi-use trail be constructed on the north boulevard between Duke of York Boulevard and Arista Way to temporarily complete the Burnhamthorpe Trail and provide a cycling connection to and from the City Centre.

15. Contract Amendment: Transit Operator Uniform Clothing for 2012

Corporate report dated March 2, 2012 from the Commissioner of Transportation and Works with respect to the contract with Canada Uniform for Transit Operator uniform clothing.

(15.) RECOMMENDATION

That the purchasing agent be authorized to amend the contract with Canada Uniform increasing the value by \$420,000 to provide for transit operator clothing for 2012 based on pricing and terms established in a 2010 call for proposals.

16. Mississauga Sports Tourism Strategy

Corporate report dated March 5, 2012 from the Commissioner of Community Services with respect to the Mississauga Sports Tourism Strategy.

RECOMMENDATION

That the report dated March 5, 2012 from the Commissioner of Community Services entitled "Mississauga Sports Tourism Strategy" be received for information.

17. Revised Meadowvale Theatre License Agreement (Ward 9)

Corporate report dated February 10, 2012 from the Commissioner of Community Services with respect to a revised Meadowvale Theatre License Agreement.

RECOMMENDATION

1. That the new License Agreement template regarding the Meadowvale Theatre, attached as Appendix 1 of the Report dated February 10, 2012 from the Commissioner of Community Services be approved for all future agreements between the City and users of the Meadowvale Theatre who are renting the Meadowvale Theatre for an event or other related matters.
2. That a by-Law be enacted to authorize the Commissioner of Community Services and the Director of Culture Division or Designate to execute License Agreements on the City's behalf with the respective users of the City owned facility known as Meadowvale Theatre.

18. 2011 Statement of Remuneration and Expenses

Corporate report dated March 2, 2012 from the Commissioner of Corporate Services and Treasurer with respect to the 2011 Statement of Remuneration and Expenses.

(18.) RECOMMENDATION

That the 2011 Statement of Remuneration and Expenses detailed in Appendix 1 attached to the report dated March 2, 2012 from the Commissioner of Corporate Services and Treasurer be received.

19. Lease Extension and Amending Agreement with Morguard Corporation and MCC Ontario Limited for Office Space Located at 201 City Centre Drive (Ward 4)

That the report dated March 8, 2012 from the Commissioner of Corporate Services and Treasurer with respect to a lease extension and amending agreement with Morguard Corporation and MCC Ontario Limited.

RECOMMENDATION

That a by-law be enacted authorizing the Commissioner of Corporate Services and Treasurer and the City Clerk to execute a Lease Amending Agreement, or any other form of agreement as deemed appropriate by City Solicitor, including all documents ancillary thereto, between Morguard Corporation and MCC Ontario Limited as Landlord and the Corporation of the City of Mississauga as Tenant, for the leasing of additional office space and, the extension of the term of the existing office space at 201 City Centre Drive, subject to the terms and conditions outlined in Appendix 1 attached hereto, and/or any other terms deemed acceptable to the City Solicitor.

20. Proposed Closing of Road Allowance – Part of Northwest Drive south of American Drive, designated as Part 5 on Reference Plan 43R-34303 and Surplus Land Declaration- Part of Northwest Drive designated as Parts 1, 2, 3, 4, and 5 on Reference Plan 43R-34303 (Ward 5)

Corporate report dated March 5, 2012 from the Commissioner of Corporate Services and Treasurer with respect to a proposed closure of part of Northwest Drive south of American Drive and surplus land declaration.

(20.) RECOMMENDATION

1. That a by-law be enacted authorizing the closure of part of the Northwest Drive road allowance, south of American Drive, being comprised of approximately 43.5 square metres (468.23 square feet), and legally described as Part of Lot 6, Concessions 8, East of Hurontario Street, established as public highway by By-law 5466, registered as Instrument BL1008 and designated as Part 5 on a reference plan deposited in the Land Registry Office for the Land Titles Division of Peel (No.43) as Plan 43R-34303, in the City of Mississauga, Regional Municipality of Peel, in Ward 5.
2. That Parts 1 to 5 on Reference Plan 43R-34303, being comprised of approximately 273.4 square metres (2,942.85 square feet), be declared surplus to the City's requirements for the purpose of a proposed sale to Metrolinx in connection with the construction of the Airport Rail Link project; and that all steps necessary to comply with the requirements of Section 2.(1) of City Notice By-law 215-08 be taken, including giving notice to the public by posting a notice on the City of Mississauga's website at least three weeks prior to the execution of an agreement for the sale of the subject lands.
3. That, following Council approval of the road closure and surplus declaration, easements be granted to protect the existing services and utilities within Parts 1 to 5 on Reference Plan 43R-34303.

21. Clerical Changes to the General Fees and Charges By-law 0307-2011

Corporate report dated March 2, 2012 from the Commissioner Corporate Services and Treasurer with respect to clerical changes to the General Fees and Charges By-law 0307-2011.

RECOMMENDATION

That a by-law be enacted to amend By-law 0307-2011, the General Fees and Charges By-law to replace Schedule 'A', to correct clerical errors.

ADVISORY COMMITTEE REPORTS

Mississauga Celebration Square Events Committee – Report 2-2012 – February 27, 2012
(Recommendation MCSEC-0004-2012 to MCSEC-0007-2012)

Governance Committee – Report 2-2012 – February 27, 2012
(Recommendation GOV-0008-2012 to GOV-0010-2012)

Towing Industry Advisory Committee – Report 1-2012 – February 28, 2012
(Recommendation TIAC-0001-2012 to TIAC-0010-2012)

Heritage Advisory Committee – Report 2-2012 – March 2, 2012
(Recommendation HAC-0015-2012 to HAC-0021-2012)

Environmental Advisory Committee – Report 2-2012 – March 6, 2012
(Recommendation EAC-0006-2012 to EAC-0012-2012)

COUNCILLORS' ENQUIRIES

CLOSED SESSION

(Pursuant to Subsection 239 (2 & 3.1) of the *Municipal Act*)

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Acquisition of Part of 949 Burnhamthorpe Road East for the Burnhamthorpe Road East Improvements Project
(Ward 3)

- B. Educational Session – Stormwater Financing Study

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's
Files

DATE: March 5, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Recommended Grant Allocations for the 2012 Community
Cultural Festivals and Celebrations Grant Program**

GENERAL COMMITTEE

MAR 21 2012

RECOMMENDATION: That the recommended grant allocations for the 2012 Community Cultural Festivals and Celebrations Grant Program outlined in the report "Recommended Grant Allocations for the 2012 Community Cultural Festivals and Celebrations Grant Programs", dated March 5, 2012, from the Commissioner of Community Services, be approved.

BACKGROUND: Direct allocation of municipal funds to festivals began in 2007 through a grant program administered by the Culture Division. The Culture Master Plan approved by City Council in June 2009 states "festivals are an important expression of culture and community in Mississauga". There is strong potential for leveraging the strengths of festivals to support cultural development in the city.

In recognition of the importance of festivals, the Festivals Funding Review Committee (FFRC) was established by City Council in June 2009. The mandate of the Committee was to examine the means of delivering support to Community Cultural Festivals and Celebrations. The Committee defined a festival as a community driven, volunteer supported not-for-profit organization operating under a democratically elected Board of Directors that is responsible for an annual event that runs for one full day or a number of consecutive days. Festivals are open to all residents and publicized across the city.

The FFRC made a series of recommendations based on the belief the best way to assist festivals is to provide municipal funding for the costs associated with a clean, safe festival environment. In order to ensure grant funds only go towards services such as fencing, hand washing stations, security etc, a list of eligible services was developed (Appendix 1). These services may be provided by various City departments or by private businesses. This allows the basic needs of operating a festival to be met and frees the organizers to focus on making their festival unique and attractive to residents and visitors.

Dissemination of Grant Information

As per the FFRC recommendations, mandatory grant information sessions for Community Cultural Festivals and Celebrations were held on November 10 and 11, 2011. Two sessions were held each day, one in the afternoon and one in the evening. Information about the sessions was disseminated through a number of channels to ensure broad community awareness, including the City website, direct electronic communication with existing grant clients and other grant stakeholders, Mississauga Arts Council email newsletter and a media release distributed to all local media. The grant guidelines and application were provided at these sessions. Forty-three (43) people, representing twenty-one (21) festivals attended these sessions.

Applicant Support

An information session and interactive workshop was held on September 26, 2011 to provide information and advice to potential applicants, including tips for developing strong grant applications. A representative from the Peel Leadership Centre (PLC) led the workshop. Three topics were addressed: collaboration in the non-profit sector, leadership styles and conflict of interest. All existing grant clients from previous years were invited to this information session and encouraged to meet with Culture Division staff for advice and consultation before submitting their grant applications. Before the December 12, 2011 grant deadline, phone and face-to-face meetings were held with four (4) potential applicants to discern eligibility and to provide guidance. No festivals provided a draft copy of their grant application to culture staff for advice prior to the submission date.

Receipt and Review of Applications

Fourteen (14) applications were received by the December 12, 2011 deadline. Each application was reviewed by staff for completeness. Applicants were contacted as required to provide additional information, to ensure that applications could be fairly assessed.

Assessment Process

The recommendations in this report are those of the Assessment Committee. Assessors are representatives from the community who are knowledgeable about culture in Mississauga, but not currently involved in any organization applying for a grant. One assessor has a current business relationship with one of the applicant organizations and recused herself from all discussions and assessment of this application. An alternate assessor reviewed this application. This follows the arms length principle used by all arts and culture granting bodies. It ensures greater fairness in the process and allows staff to work with organizations without the perception of a conflict of interest.

The “Community Peer Assessor Nomination Form” was made available on the City’s website in August 2011. Information about the need for Community Peer Assessors was disseminated through a number of channels to ensure broad community awareness. These included the City website, direct electronic communication with all existing grant clients and other grant stake-holders, Mississauga Arts Council email newsletter, Visual Arts Mississauga, a media release distributed to all local media and posters and signs in all community centres and libraries. Working with the input received and the expertise of Culture Division staff, assessors were chosen based on a combination of arts, culture and business experience, engagement in the Mississauga community and professional qualifications. Staff believe the result was a high quality, very knowledgeable group of assessors who were fully engaged and dedicated to the success of the grant evaluation process.

Assessment Committee for CCFC grant program was composed of:

Assessor	Summary of Qualifications
Danielle Deveau	PhD. Candidate “Communications”, Master of Arts in Communication and Cultural Studies
Marg Fraser	Principle, Fraser & Associates; professional fundraiser and arts consultant

Assessor	Summary of Qualifications
Kat Runnalls	Organizational Strategist & Cultural Planning Consultant – Synercom Strategies Inc; M.A. Leadership & Training
Joe Macerollo	Internationally known Mississauga-based musician; Professor of Music, University of Toronto; Master of Arts, Musicology; Juror, Canada Council of the Arts

These assessors brought relevant local expertise and experience to the assessment process. They reviewed the applications in advance of the assessment meetings, and spent three days discussing the relative merits of each. Staff offer sincere thanks to the assessors for their diligence and commitment to this process.

Representatives from the Culture Division attended all meetings of the assessment committee to provide input and clarification as required. They did not make recommendations to the committee or vote on the grant awards.

COMMENTS:

The assessors reviewed all applications against the published assessment criteria for the grant program (attached as Appendix 2). Each application was considered both on its own merit and in comparison to the other applications submitted. Input from staff Community Development liaisons was sought where applicable. Final decisions to award grants were made by consensus, in consideration of both the merit of the application and demonstrated need for funding. This included taking into account the organization’s accumulated surplus and cash flow requirements, as well as the available funding in the grant program. Appendix 3 provides a summary of the recommended grant allocations. Of the 14 applications assessed, 11 are recommended to receive maximum funding of \$525,670, an increase of almost \$110,000 over 2011 CCFC grant awards. Iriefest Mississauga, Mississauga Rotary Arts and Culture Festival and South Asian Canada Day are not recommended for funding.

Iriefest Mississauga

Iriefest Mississauga was developed out of a group operating a similar festival in Toronto. The grant application indicated the group was in flux and does not have a clear plan for attracting and growing an event in Mississauga. Consequently, staff concur with the assessors'

recommendation not to provide funding at this time to Iriefest. Staff will work with the group as they move forward with their plans to assist them in the identified areas of concern.

Mississauga Rotary Arts and Culture Festival

The Rotary Clubs of Mississauga and Mississauga West have organized the very successful Ribfest event held at the Civic Centre for a number of years. This event attracts large crowds and raises significant funds to contribute to the Rotary's objectives of supporting many local and international causes. In an effort to develop Ribfest into something beyond a food event, the Rotary Clubs are developing a large Arts and Culture component for their festival.

The Mississauga Rotary Arts and Culture Festival grant application did not clearly articulate the difference between the Ribfest and the Arts and Culture components of this event. Although the festival is scheduled to occur within six months of the application deadline, there were no details about the event such as who would perform at it or what specific cultural activities would take place. In addition, the assessors are concerned with the method of allocating costs for the Arts and Culture component of the event compared to the Ribfest component. Understandably 100% of the costs incurred for stage, lighting and sound are included in the Arts and Culture portion of the budget. However, 75% of all other city costs are attributed to this part of the event, including such items as garbage and power washing, with only 25% going to the Ribfest portion. There is no clear explanation as to how this was determined and the assessors did not believe this was an accurate reflection of the costs incurred between the two components. The assessors believed the costs for the Arts and Culture component are overestimated, while the costs of the Ribfest portion are underestimated.

The assessors also expressed concern that this is ultimately a Rotary event and Rotary is a social service organization known around the world for its good philanthropic efforts, not as an arts and culture organization. The City's festival grant program was established to support festivals with a culture mandate. The assessors do not support opening the grant process to social service and other non-cultural organizations as this runs counter to the intent of the Culture Master Plan and the FFRC recommendations. As a result, the assessors recommend no grant for this event and staff concur.

South Asian Canada Day

The assessors recommend no grant for South Asian Canada Day. There are a number of concerns with this application. First, as outlined in the Council approved definition, a festival must last for a full day. This event operated from noon until 6 P.M. in 2010 and 2011. Consequently, it does not qualify under this grant program. Furthermore, the application only provides brief, general responses in each section and does not clearly articulate why the event should be supported. For example, on the question of community impact the response is limited to a comment that they have received very positive feedback from residents. Financial documents are incomplete. The 2012 grant budget submitted February 8, 2012 has no earned revenue and depends solely on government for funds. There are no sponsorships, no individual donations, no corporate donations and no donations from member groups. Separately submitted financial statements do not correspond with the information provided on the application financial spreadsheet. The required budget numbers entered for next year are exactly the same as those for this year, indicating a lack of future planning. Statistical information is unclear. For example, the application states the group has no members but that 90% of them are Mississauga residents. As a result, staff concur with the independent assessors' recommendation.

Concerned Status

As outlined in the grant program guidelines, when the assessment panel has concerns about the future viability of an organization receiving operational assistance, it may recommend the organization be put on "concerned status," and place conditions on the provision of grant funds. This occurs if the organization:

- Has a major deficit (10 percent or more of its annual operating budget), shows evidence of not being financially viable; and/or
- Has a significantly reduced audience or sales base; and/or
- Does not demonstrate the ability to plan into the future; and/or
- Does not address major artistic concerns, such as artistic/editorial direction, declining quality of activity, failure to achieve activity plan; and/or
- Does not meet contractual obligations or minimum requirements outlined in the guidelines; and/or
- Demonstrates management or governance practices which do not conform to generally acceptable practices in the sector.

Organizations on concerned status are ensured the advice and assistance of Culture and Finance Divisions. Concerned status is a means of supporting organizations through financial challenges and/or transitional periods and helping them achieve success. Five (5) applicants are recommended to be put on concerned status. The specific conditions placed on them are outlined in Appendix 3.

Malton Community Festival

The assessors commend the organization for presenting a community-centred grant and for its perseverance in organizing its finances and committee structure. Organizational effectiveness remains a concern as specific grant deadlines for other funding bodies were missed and potential support lost. Therefore the assessors recommend the organization be placed on concerned status and work with Culture Division to improve organizational effectiveness.

Mississauga Waterfront Festival

The organization is in a transitional year, with a new strategic plan, programming plans, organizational structure and Board composition. As a result, the assessors expressed concern about the organizational effectiveness of the group and recommend they be placed on concerned status and work with Culture Division in 2012.

Streetsville Canada Day Celebration

The assessors commend the organization for its long tradition of celebrating Canada Day. Despite a request for increased grant funds, the organization continues to show an increasing deficit and an inability to leverage community support through corporate donations, sponsorships and individual donations. The assessors believe that this community event is marketable and should be supported through cash and in-kind donations to reduce the deficit. The assessors recommend the organization be placed on concerned status and work with Culture Division to develop fund-raising and sponsorship strategies to help eliminate its deficit.

Streetsville Founders' Bread and Honey Festival

The organization continues to be a valued community event. Additional financial documentation was required for clarification and this concerned the assessors. They believe the festival needs to improve its organizational effectiveness in financial reporting and would benefit

from consultation and advice from Culture Division. Therefore the assessors recommend that the organization be placed on concerned status.

General Comments from the Assessors

Assessors commented that the majority of grant applications had submitted revised operating budgets to correct errors identified by staff after the due date. The Culture Division recognizes it must continue to work with community festival organizations to develop better financial acumen and recording practices. The Division encouraged grant applicants to meet with staff to discuss their grant application prior to submitting it for funding. However, groups did not take this opportunity. Culture Division is recommending mandatory grant consultation meetings, coupled with financial workshops, as a means to improve the quality and accuracy of grant applications.

FINANCIAL IMPACT: As per the recommendations of the Festival Funding Review Committee, the amount of a grant is based on an established percentage of the previous year's total operating costs. The FFRC recommended 2011 grants to be capped at 20% of the total costs but that the 2012 grant cap be increased to 25%. This was based on the assumption the additional cost would be offset by an anticipated increase to the grants budget. However, during the 2012 budget deliberations, staff recommended phasing the planned increase over two years in order to reduce the impact on the tax rate. The 2012 increase was allocated to support the annual operational costs of arts and culture organizations to address significant increases in requests. The 2012 budget for festival grants is \$502,500, the same as last year since that budget has historically been under spent. If the 25% cap is used for 2012, the total cost to fund festivals is in excess of \$600,000.

In order to treat all groups equally, and because the anticipated budget increase did not occur, staff recommend the 2012 cap for festivals remain at 20%. This results in a total maximum grant allocation of \$525,670. The festival cost centre 21132 can provide \$502,500. The funding for technical grants, cost centre 21133, has the remaining \$23,200 funding needed and staff recommend this be used for festival grants if required.

1h

It is important to note these amounts represent the maximum grant groups can receive. The FFRC recommendations stated that a festival can only receive funding towards items on the list of eligible services. If a festival does not spend its full allocation on the list of eligible expenses, they forfeit the remainder of the allocation.

Staff will issue 75% of the grant to each festival upon Council's approval of this report. The remaining funds will be provided after the festival has occurred and proof of the use of the grant funds towards the items on the list of eligible expenses has been provided.

CONCLUSION:

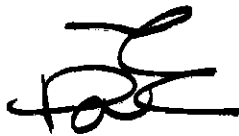
Through the provision of grants, the City provides support for the growth and development of culture. Through the Community Cultural Festivals and Celebrations Grant Program, the City of Mississauga is building professionalism, accountability, and sustainability within the local cultural community.

ATTACHMENTS:

Appendix 1. List of Eligible Operating Expenses

Appendix 2. Assessment Criteria for the Community Cultural Festivals and Celebrations Grant Program

Appendix 3. Summary of Grant Recommendations for the 2012 Community Cultural Festivals and Celebrations Grant Program



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

Prepared By: Janet Mador, Manager, Arts and Culture Programs

List of Eligible and Ineligible Operating Expenses – 2012 CCFC Grant Program

INCLUDED:	EXCLUDED:
<i>City of Mississauga Charges</i> GENERAL FEES AND CHARGES	
Administration fee	Accounting and audit fees
Rental cost of City facilities on day(s) of event	Administration fees
Utility costs charged back to the event	Artist fees
	Association membership fees
EQUIPMENT	Capital office equipment
Garbage cans: delivery and pickup	Catering
Picnic tables: delivery and pickup	Fundraising expenses
Garbage bags	Gifts and prizes
Choral risers: delivery and pickup	Honoraria
Crowd control barriers: delivery and pickup	Inflatables
Crowd control barriers: set-up and take-down	Insurance
Road closure signage (production, permit fee)	Marketing and Promotion
Shuttle bus rental	Merchandise
	Performer fees
LABOUR	Printing costs
Stage setup and take-down	Promotional materials
Technical support – hourly	Rental of office space
Stage support – hourly	Rides
Post-event grounds maintenance – hourly	Staff salaries
Electrician and mechanic – hourly	Travel costs
Indoor washroom custodial coverage – hourly	Volunteer meals
	Stage Manager
PERMITS	
Tent permit fee (Planning & Building Dept.)	
Vendor permit fees (Mobile Licensing)	
Sign permit fee (Sign Unit)	
<i>External Provider(s)</i>	
EQUIPMENT – RENTAL & SERVICES	
Tents	
Tables	
Chairs	
Fencing	
Port-o-lets	
Hand wash stations	
Walkie-talkies & communications equipment	
Generators	
Sound equipment	
Lighting – stage and grounds	
Dumpster(s)	
Garbage cans	
Power washing	
Shuttle buses	
Industrial garbage bin (dumpster)	
Golf cart rental	
LABOUR	
Duty police	
Emergency services personnel	
Private security	
Post-event grounds maintenance	
Waste disposal and stage setup and take-down	
Technical support – production Technical Staff	

Assessment Criteria**Community Cultural Festivals and Celebrations (CCFC) Grant Program 2012**

All eligible applications will be evaluated in a comparative context, on the basis of the information contained in the application form and attachments, using the following criteria:

1. Organizational Effectiveness and Ability to Meet Goals

- Appropriate staff and/or volunteer structure
- For established organizations, a track record of accountability, planning, financial stability
- Realistic and tangible measures of success and financial goals
- Demonstrated added value from and/or need for financial assistance from the City of Mississauga

2. Merit of Community Cultural Festival or Celebration

- Vision and direction for the festival/celebration that reflects and fulfills the mandate of the organization or group
- Quality, diversity and innovativeness of program
- Proven track record in program delivery (if applicable)
- Support of Mississauga-based cultural practitioners (amateur and/or professional)

3. Community/Economic Impact and Involvement

- Extent to which event contributes to the social and cultural development of Mississauga
- Extent of audience appeal and access
- Appropriate audience development, outreach, and marketing strategies
- Demonstrated quantifiable economic benefits and increased economic activity in the city
- Extent of community support and volunteer opportunities
- Extent of established partnership initiatives and efforts to form new alliances

4. Demonstrated Need for Funding

- Ability to describe how grant funding will directly support the creation and/or expansion of Community Cultural Festivals and Celebrations grant program.
- Ability to create alternative strategies for accessing other funding resources.
- Demonstrated added value from and/or need for financial assistance from the City of Mississauga.

FUNDING RECOMMENDATIONS
2012 COMMUNITY CULTURAL FESTIVAL & CELEBRATIONS GRANT PROGRAM

Name of Festival	2011 Grant Received	2012 Amount Requested	Recommended 2012 Grant - 20% of 2010 Expenses or request whichever is less	1st Payment (April 2012)	2nd Payment (upon receipt of invoices)	Additional Comments
COMMUNITY CULTURAL FESTIVAL & CELEBRATIONS GRANTS (CCFC)						
1 Carassauga Festival	\$81,224	\$157,641	\$147,820	\$110,865	\$36,955	
2 IRIE Fest Mississauga	N/A	\$20,000	\$0	\$0	\$0	
3 Malton Community Festival	\$10,300	\$7,624	\$6,099	\$4,574	\$1,525	CONCERNED STATUS: Quarterly meetings with Culture Division to review monthly financial and statistical reports.
4 Mississauga Independent Film Festival (MIFF)	\$6,678	\$4,866	\$3,979	\$2,984	\$995	
5 Mississauga Rotary Arts & Cultural Festival	N/A	\$40,349	\$0	\$0	\$0	
6 Mississauga Waterfront Festival	\$90,673	\$130,921	\$104,737	\$78,553	\$26,184	CONCERNED STATUS: Quarterly meetings with Culture Division to review monthly financial and statistical reports.
7 MuslimFest 2012 (Festive Currents)	\$31,762	\$43,762	\$35,009	\$26,257	\$8,752	
8 Paint the Town Red Port Credit	\$22,655	\$24,024	\$24,024	\$18,018	\$6,006	
9 Port Credit Busker Fest 7	\$10,000	\$9,188	\$9,188	\$6,891	\$2,297	
10 South Asian Canada Day	N/A	\$5,000	\$0	\$0	\$0	
11 Streetsville Canada Day Celebrations	\$7,934	\$9,209	\$7,813	\$5,860	\$1,953	CONCERNED STATUS: Quarterly meetings with Culture Division to review monthly financial and statistical reports.
12 Streetsville Founders' Bread & Honey Festival	\$30,332	\$42,983	\$33,953	\$25,465	\$8,488	CONCERNED STATUS: Quarterly meetings with Culture Division to review monthly financial and statistical reports.
13 Summer Festival - Pista Ng Kalayaan	\$10,000	\$13,815	\$11,550	\$8,662	\$2,888	
14 Tim Horton's Southside Shuffle Blues & Jazz Festival	\$114,344	\$176,872	\$141,498	\$106,124	\$35,374	
TOTALS:	\$415,902	\$686,254	\$525,670	\$394,253	\$131,417	
<i>(Total Community Cultural Festivals and Celebrations grants awarded in 2011: \$415,902)</i>						



Corporate Report

Clerk's Files

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MG.23.REP

GENERAL COMMITTEE
MAR 21 2012

DATE: March 7, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Car Share Pilot Project and AutoShare Inc. Service Agreement
FA.49.320-11**

- RECOMMENDATION:**
1. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute the agreement with AutoShare Inc., to the satisfaction of the City Solicitor, to deliver car share services in the Downtown for a period of two (2) years commencing April 2, 2012.
 2. That the Transportation and Works Department report back to General Committee with an interim program assessment after the first six (6) months of operation of the Car Share Service Pilot Project.
 3. That the Transportation and Works Department report back to General Committee with a project and financial evaluation after one (1) year of operation of the Car Share Service Pilot Project.
 4. That all necessary by-laws be enacted.

BACKGROUND:

The population in the City of Mississauga is expected to grow to 812,000 by 2031, and the Downtown area is fast becoming home to thousands of residents, employees and students.

On July 4, 2011, the City began to charge employees and visitors for parking in the Civic Precinct, including the Civic Centre, Central Library and Living Arts Centre. During consultations leading up to changes in the parking program, City employees that were considering options to their commute mode expressed concerns related to not having a vehicle to use during the day for either personal or business purposes.

The City of Mississauga has made a commitment to nurture the evolution of a liveable, compact, accessible, sustainable downtown centre, and in response there is a desire to further reduce parking demand in the Downtown. To support and encourage City employees and residents in the Downtown to reduce personal vehicle use, the City is introducing a Car Share Service Pilot Project.

Introducing this service for people living, working and studying in the Downtown aims to reduce total urban driving, support a reduction in household vehicle ownership, and increase walking, cycling and the use of public transport.

COMMENTS:

In January 2011, the City issued a Request for Quotations (RFQ) from qualified and interested firms to provide a car share service in the Downtown. Only one (1) qualified firm responded – ‘AutoShare Inc.’ of Toronto – in February of 2011. Staff from the Transportation Project Office (TPO), Materiel Management, Risk Management, Corporate Communications and Legal Services has prepared a draft agreement to procure these services, ‘Car Share Service – Employee Use Guidelines’, as well as a Communications Plan that, along with the agreement, will guide the administration and delivery of the service.

The City of Mississauga Car Share Service Pilot Project in the Downtown has been designed to investigate the potential market demand for car share services. Given the large concentration of high-density residential buildings in the Downtown, City Hall and other

office uses, the potential for car sharing to encourage more people to take transit, carpool, walk or cycle more often is significant. The service will be positioned as a viable alternative to driving regularly or occasionally for personal or business purposes.

The Car Share Service will allow registered members, 21 years or older, to book a nearby vehicle for a short period of time, unlock it with a membership card, and later return the vehicle to the same parking space. The cost for using the service is calculated based on trip duration (time) and distance. Two (2) vehicles are to be stationed on street in the Downtown on Burnhamthorpe Road and Princess Royal Boulevard; and two (2) parking spaces will be provided free of charge during the pilot project for the vehicles in each of the locations. One (1) of the vehicles will be designated for exclusive City employee use from Monday to Friday between the hours of 8:00 a.m. and 6:00 p.m.

The City will provide all employees that become registered members of the service provider ("AutoShare Inc.") with access to the Car Share Service for City business under the City Corporate Account. For the first year of operation, the Transportation and Works Department will account and pay for all business use costs of the car share service. During this time, mock invoices will be issued to all City departments that use the service, and the Transportation Project Office (TPO), with support from AutoShare Inc., will work with City departments to promote the use of the service as a means to reduce business travel expenses and support the broader City transportation objectives.

Employees may also access and pay for the Car Share Service for personal use under their 'Personal Account'. City employees may have a personal account at no charge in year one and the subsequent annual membership cost will be \$45. As an introductory trial offer during the first month of operation, employee personal use will be offered free of charge.

In addition to the promotion of City employee use for business and personal reasons, access to the Car Share Service will also be actively promoted to the broader Downtown community. AutoShare Inc. will provide a comprehensive program of promotion, marketing and communication to increase membership of the general public in the car share service. They will also work with the City to review and develop

industry best practice policies and guidelines related to the inclusion of car share services and associated parking requirements for large scale office and residential developments.

AutoShare is Toronto's first car-sharing network, and is 100% Canadian and locally-owned. The company is dedicated to providing greater mobility as well as reducing carbon emissions and pollution through efficiency and choice. AutoShare helps organizations meet their environmental commitment and its fleet is the greenest of its kind in Toronto with over 10% hybrid vehicles and multiple electric vehicles introduced in 2011. AutoShare is also the only car-sharing provider in the GTA that offsets all carbon emissions for your driving, absolutely free of charge. It is estimated that every member of a car-sharing organization saves an average of 1.2 tonnes of CO₂ per year as a result of changes in their lifestyle.

STRATEGIC PLAN: The Car Share Pilot Project is consistent with the following Strategic Pillars for Change, Goals and Actions put forth in the City's Strategic Plan:

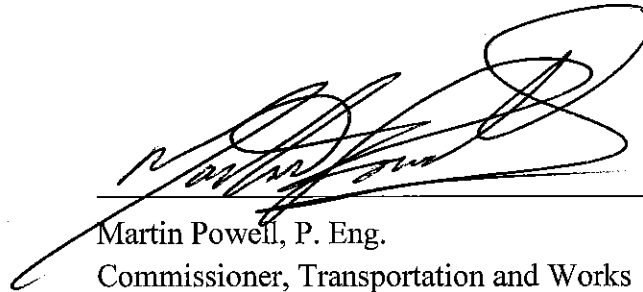
- Develop a Transit Oriented City
- Implement a Parking Strategy that Supports Public Transit.
- Provide Mobility Choices. Action 15 – Use Incentives to Encourage Work Commutes by Public Transit.

The Downtown 21 Master Plan – ‘Build Multi-Modal’ is the guiding principle that places an emphasis on developing “A successful, vibrant and active downtown that will have to support and rely on a range of transportation modes including walking, cycling, transit and the car”.

The other associated principle is to “Adopt parking strategies that support urban design excellence, foster economic growth and implement transportation demand management”. The Parking Strategy also calls for “A City supported auto sharing service” as of one the Transportation Demand Management (TDM) initiatives recommended in the strategy.

FINANCIAL IMPACT: The 2012 approved annual budget for this two (2) year pilot project is \$20,000 per year and the minimum financial commitment by the City to AutoShare Inc. per month is \$1,150, which is comprised of \$500 for the open access vehicle and \$650 for the vehicle designated for exclusive City use. Once community use of the service reaches or exceeds \$1,500 per month/vehicle, the City will receive a \$500/month credit.

CONCLUSION: Introducing a Car Share Service in the Downtown aims to reduce total urban driving, support a reduction in household vehicle ownership, and increase walking, cycling and the use of public transport. The City will work closely with AutoShare Inc. to monitor and promote the service and will provide General Committee with an interim report after the first six (6) months of operation.



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

*Prepared By: Lorenzo Mele, Coordinator
Transportation Demand Management*



Corporate Report

Clerk's Files

Originator's Files

MG.23.REP
RT.10.Z-57

DATE: February 27, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **All-way Stops
Candlelight Drive at Intrepid Drive / Rayana Ridge &
McDowell Drive at Questman Hollow (Ward 10)**

<p>GENERAL COMMITTEE</p> <p>MAR 21 2012</p>
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RECOMMENDATION: That an all-way stop control not be implemented at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow.

BACKGROUND: To address concerns related to traffic safety as a result of increased traffic volume, Councillor McFadden has requested that Transportation and Works Department staff submit this report regarding all-way stop warrants at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow.

COMMENTS: To determine the warrants for an all-way stop at these intersections, A.M. / P.M. manual turning movement counts were completed in February at each location. The results are as follows.

Candlelight Drive at Intrepid Drive/Rayana Ridge (February 8, 2012)

	<u>Warrant Value</u>
Part "A" Volume for All Approaches	23%
Part "B" Minor Street Volume	100%

McDowell Drive at Questman Hollow (February 14, 2012)

	<u>Warrant Value</u>
Part "A" Volume for All Approaches	56%
Part "B" Minor Street Volume	43%

Based on the above results, all-way stop controls are not warranted at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow based on the recorded traffic volumes.

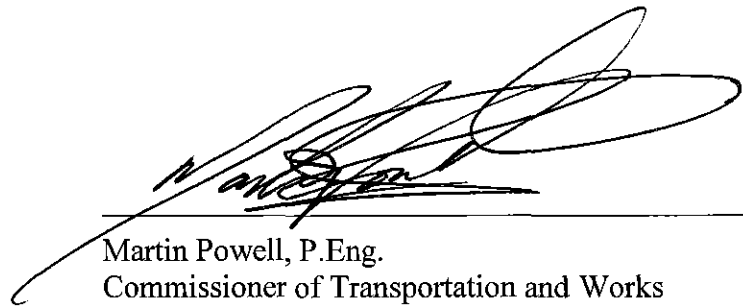
A historical review (2007-2010) of the motor vehicle collisions at these locations revealed one reported collision at each location. All-way stops are not warranted based on collision frequency.

FINANCIAL IMPACT: If approved, costs for the sign installation can be accommodated in the 2012 Current Budget. In addition, mandatory yearly sign condition checks and eventual sign replacement, in approximately seven(7) years, would also be required in the subsequent Current City Budgets.

CONCLUSION: Based on the results of the manual turning movement count and the collision history review, the Transportation and Works Department recommends against the installation of an all-way stop at the intersections of Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow.

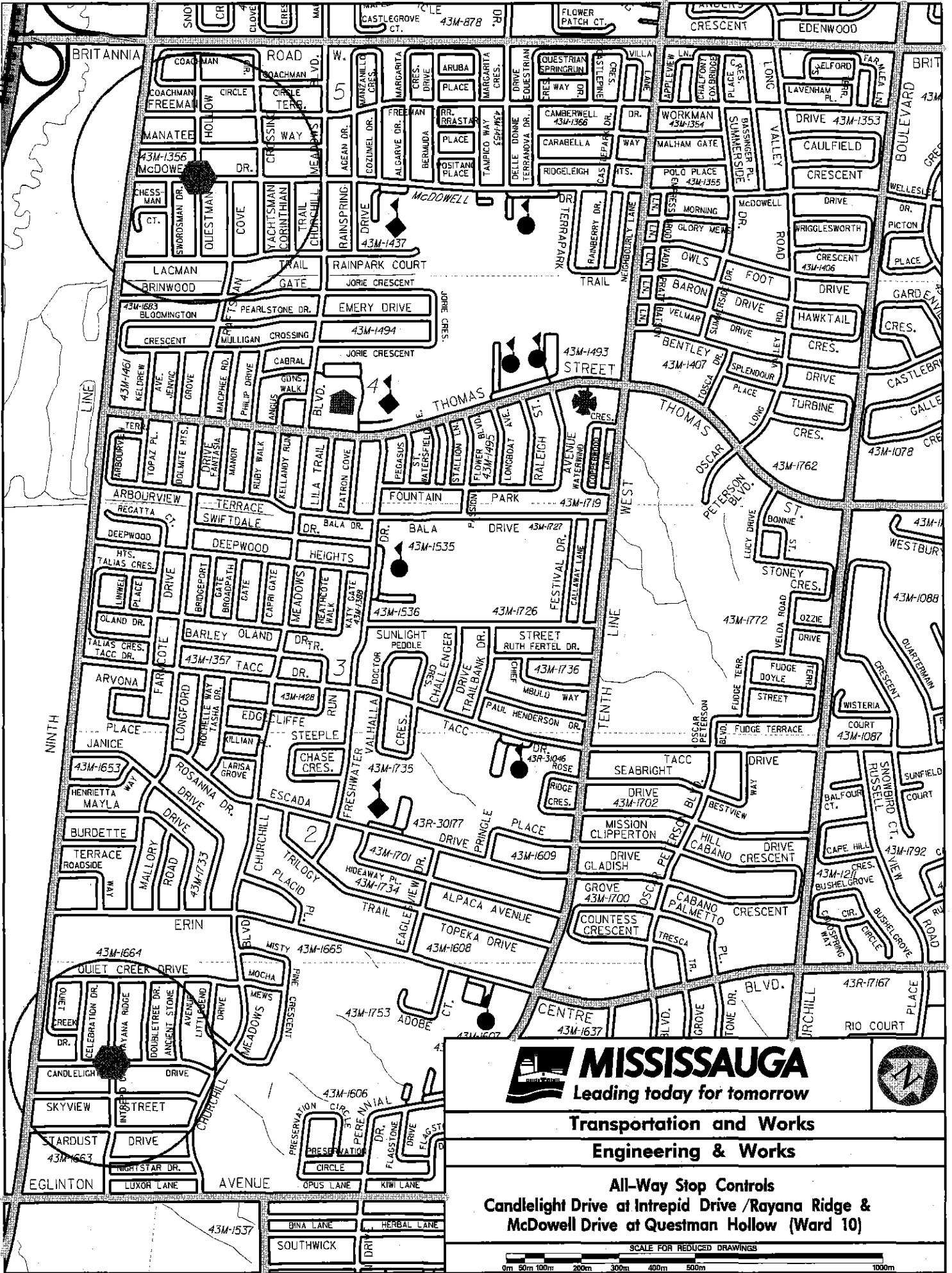
ATTACHMENTS:

Appendix 1: Location Map: All-way Stops – Candlelight Drive at Intrepid Drive/Rayana Ridge and McDowell Drive at Questman Hollow



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

*Prepared By: Maxwell Gill, C.E.T.,
Traffic Operations Technologist*



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 Engineering & Works**

**All-Way Stop Controls
 Candlelight Drive at Intrepid Drive / Rayana Ridge &
 McDowell Drive at Questman Hollow (Ward 10)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

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Originator's Files

MG.23.REP
RT.10.Z-27

DATE: February 22, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Lower Driveway Boulevard Parking
Wetherby Lane (Ward 3)**

<p>GENERAL COMMITTEE</p> <p>MAR 21 2012</p>
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RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on Wetherby Lane.

BACKGROUND: The Transportation and Works Department has received a completed petition from an area resident to implement lower driveway boulevard parking on Wetherby Lane. A sidewalk is present on both sides of Wetherby Lane and lower driveway boulevard parking between the curb and sidewalk is currently prohibited.

COMMENTS: To determine the level of support for lower driveway boulevard parking between the curb and sidewalk, a parking questionnaire was distributed to the residents of Wetherby Lane on January 10, 2012.

Seventy-eight (78) questionnaires were delivered and 38 (49%) were returned; 28 (74%) supported the implementation of lower driveway boulevard parking and 10 (26%) were opposed.

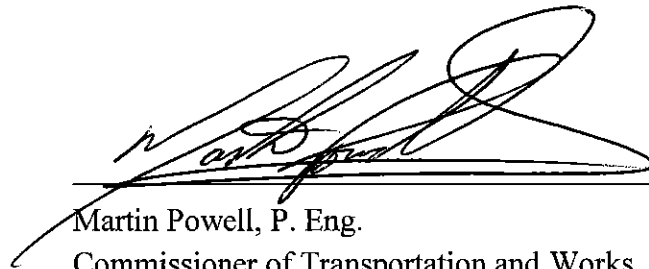
Since greater than 66% of the total respondents support lower driveway boulevard parking, the Transportation and Works Department recommends implementing lower driveway boulevard parking between the curb and sidewalk, at anytime on both sides of Wetherby Lane.

The Ward Councillor supports the proposal for lower driveway boulevard parking.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2012 Current Budget.

CONCLUSION: Based on the results of the questionnaire, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at any time, on both sides of Wetherby Lane.

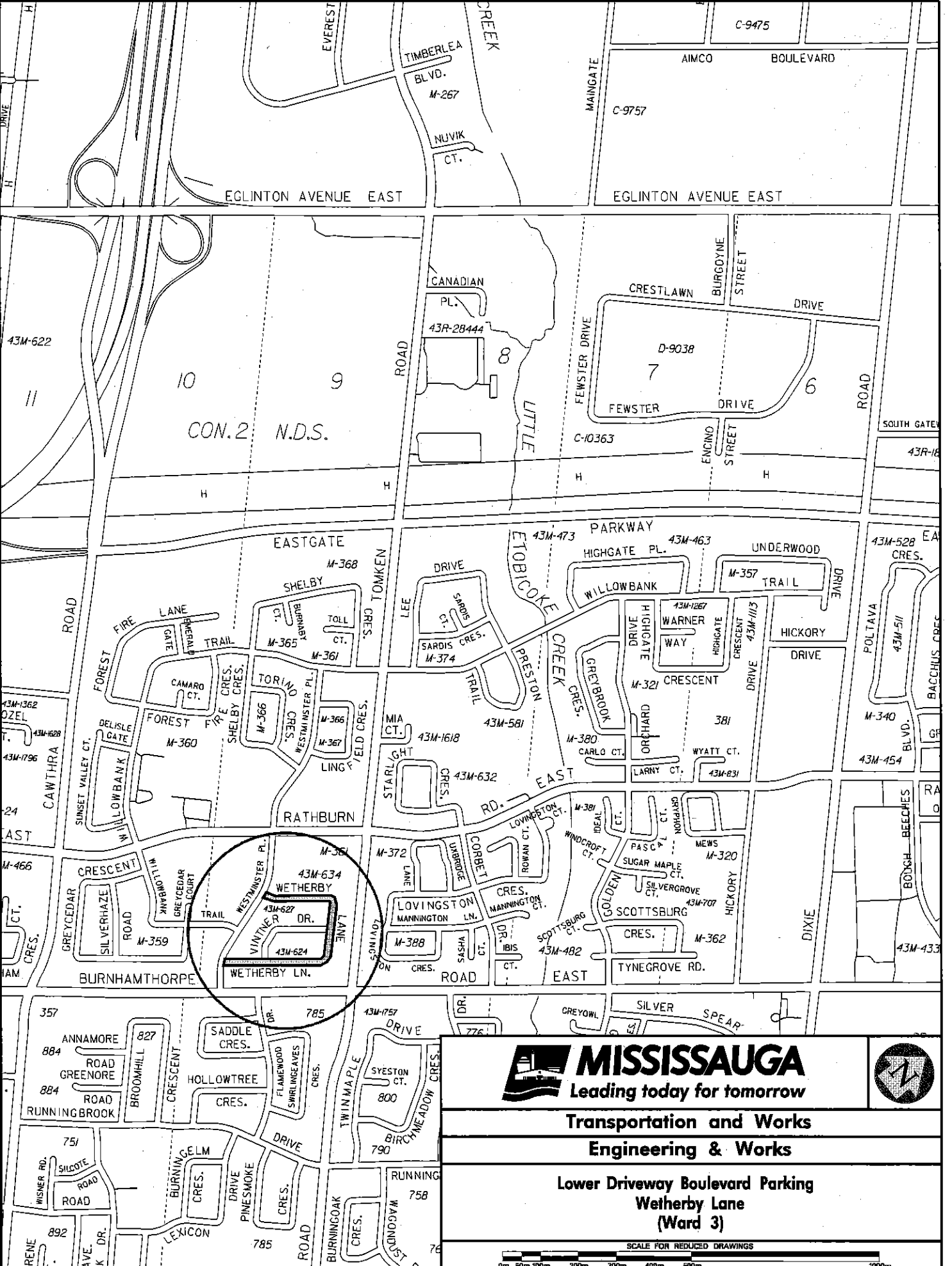
ATTACHMENTS: Appendix 1: Location Map: Lower Driveway Boulevard Parking – Wetherby Lane (Ward 3)



Martin Powell, P. Eng.

Commissioner of Transportation and Works

Prepared By: Denna Yaunan, A.Sc.T., Traffic Technician



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**Transportation and Works
 Engineering & Works**

**Lower Driveway Boulevard Parking
 Wetherby Lane
 (Ward 3)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

Originator's Files

MG.23.REP
RT.10.Z-28

DATE: February 28, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Lower Driveway Boulevard Parking**
4720 and 4722 Antelope Crescent (Ward 4)

<p>GENERAL COMMITTEE</p> <p>MAR 21 2012</p>
--

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on Antelope Crescent for 4720 and 4722 Antelope Crescent.

BACKGROUND: The Transportation and Works Department has received a request from an area resident through Councillor Dale's office to implement lower driveway boulevard parking on Antelope Crescent for 4720 and 4722 Antelope Crescent. A sidewalk is present in front of these two homes and lower driveway boulevard parking between the curb and sidewalk is currently prohibited.

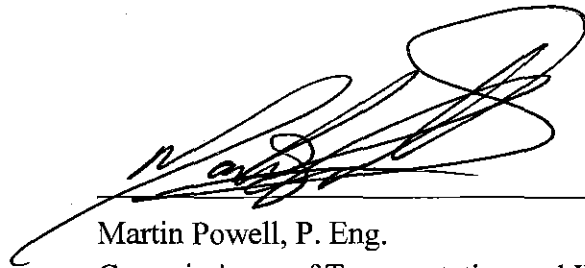
COMMENTS: Staff conducted a site inspection with the Ward Councillor which revealed that due to the location of the sidewalk and of the lower driveway boulevard portion of 4720 and 4722 Antelope Crescent, the Transportation and Works Department recommends implementing lower driveway boulevard parking between the curb and sidewalk, at anytime, for 4720 and 4722 Antelope Crescent.

The Ward Councillor supports the proposal for lower driveway boulevard parking.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2012 Current Budget.

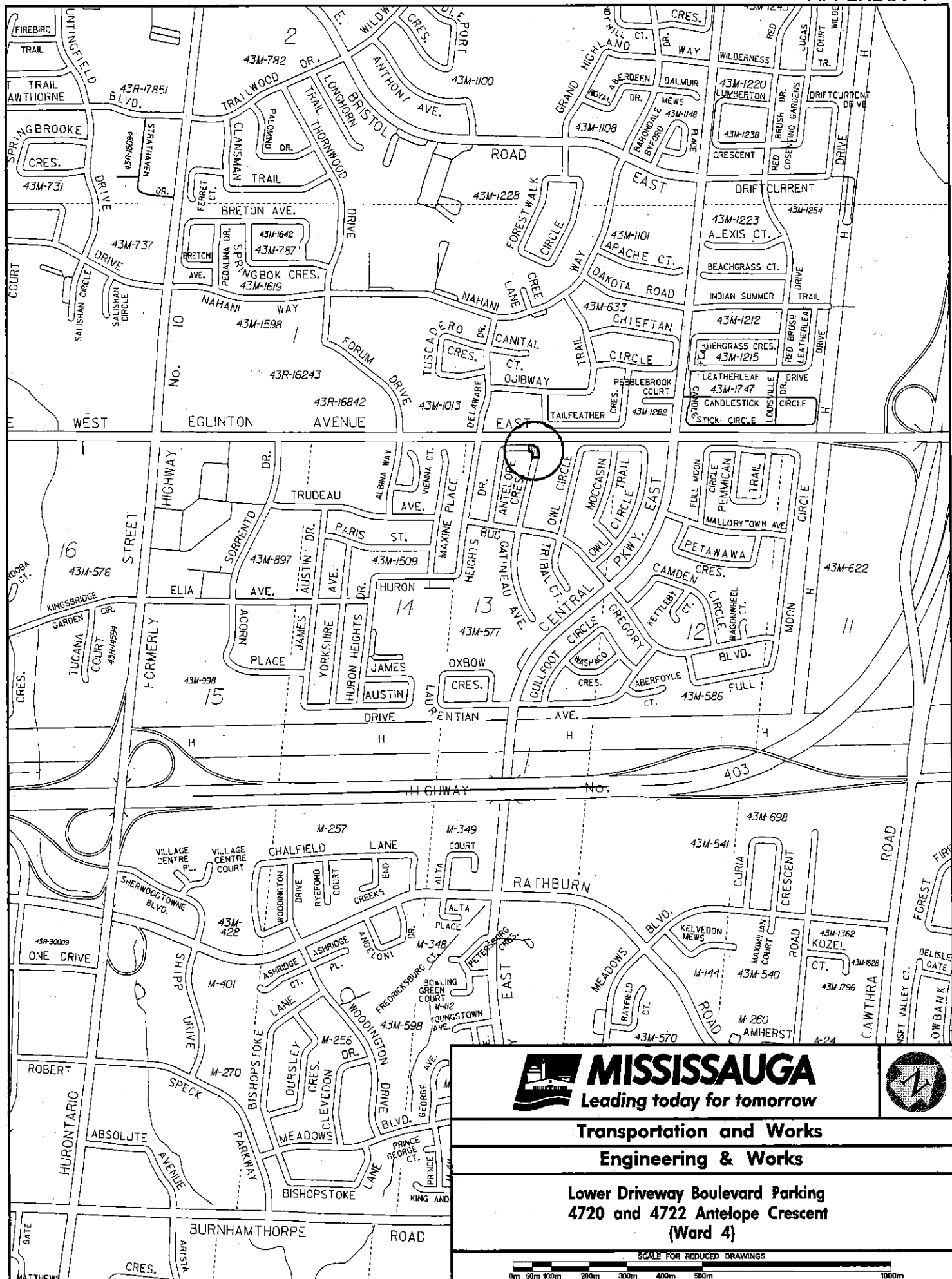
CONCLUSION: Based on the results of the investigation, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at any time, for 4720 and 4722 Antelope Crescent.

ATTACHMENTS: Appendix 1: Location Map: Lower Driveway Boulevard Parking – Antelope Crescent (Ward 4)



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

Prepared By: Denna Yaunan, A.Sc.T., Traffic Technician





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Lower Driveway Boulevard Parking

4720 and 4722 Antelope Crescent

(Ward 4)

SCALE FOR REDUCED DRAWINGS





Corporate Report

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MG.23.REP
RT.10.Z-46W

DATE: February 29, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Lower Driveway Boulevard Parking
Gananoque Drive (Ward 9)**

<p>GENERAL COMMITTEE</p> <p>MAR 21 2012</p>
--

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the north side of Gananoque Drive between Glen Erin Drive and Markwood Place.

BACKGROUND: The Transportation and Works Department has received a completed petition from an area resident to implement lower driveway boulevard parking on Gananoque Drive between Glen Erin Drive and Markwood Place. A sidewalk is present on both sides of the road and lower driveway boulevard parking between the curb and sidewalk is currently prohibited. Three (3) hour parking is permitted on Gananoque Drive between Glen Erin Drive and Markwood Place.

COMMENTS: To determine the level of support for lower driveway boulevard parking between the curb and sidewalk, a parking questionnaire was distributed to the residents of Gananoque Drive between Glen Erin Drive and Markwood Place on January 12, 2012.

ba

Ten (10) questionnaires were delivered and 7 (70%) were returned; all 7 (100%) supported the implementation of lower driveway boulevard parking.

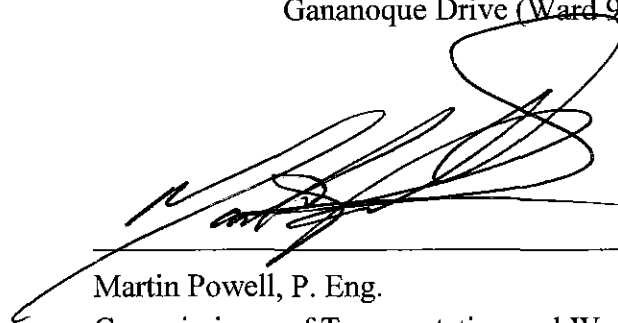
Since greater than 66% of the total respondents support lower driveway boulevard parking, the Transportation and Works Department recommends implementing lower driveway boulevard parking between the curb and sidewalk, at anytime, on the north side of Gananoque Drive between Glen Erin Drive and Markwood Place.

The Ward Councillor supports the proposal for lower driveway boulevard parking. The existing 3-hour on-street parking will be maintained.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2012 Current Budget.

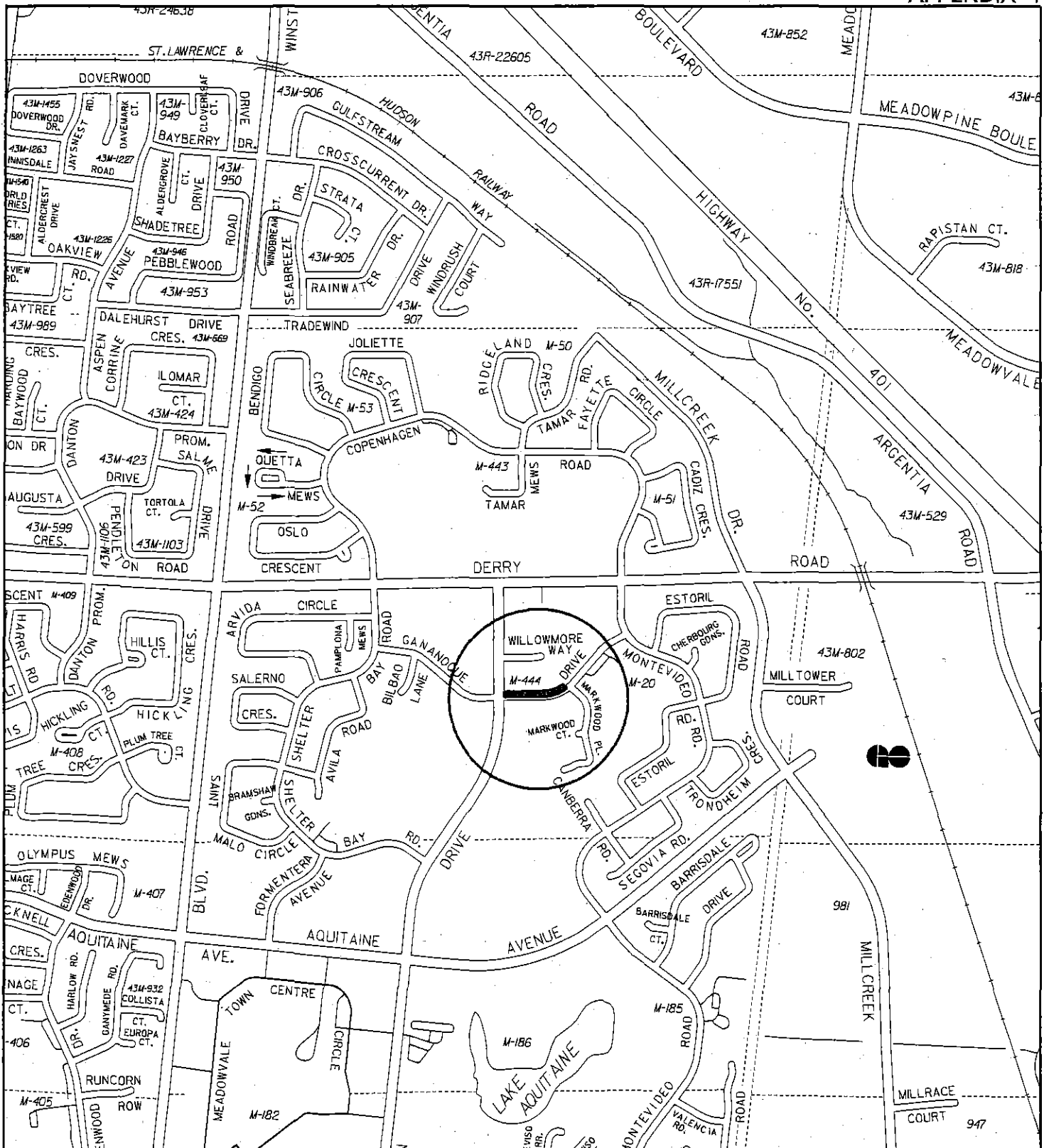
CONCLUSION: Based on the results of the questionnaire, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at anytime, on the north side of Gananoque Drive between Glen Erin Drive and Markwood Place.

ATTACHMENTS: Appendix 1: Location Map: Lower Driveway Boulevard Parking Gananoque Drive (Ward 9)



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

Prepared By: Alex Liya, Traffic Operations Technician



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<p>Engineering & Works</p>		
<p>Lower Driveway Boulevard Parking Gananoque Drive (Ward 9)</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.Z43E

DATE: February 22, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Stopping Prohibition Anytime
Otto Road (Ward 5)**

GENERAL COMMITTEE

MAR 21 2012

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement a stopping prohibition anytime on both sides of Otto Road from Kennedy Road East to Danville Road.

BACKGROUND: The Transportation and Works Department is in receipt of a safety concern on Otto Road identified by a local area employee. The employee indicated that heavy vehicles are parked on both sides of Otto Road impeding mobility and sight visibility on the street. Heavy vehicle operators park their vehicles in order to access a coffee shop located at the south-east corner of Kennedy Road and Otto Road.

Parked vehicles were identified by Transportation and Works Department staff as being a safety hazard. The potential for conflict is exacerbated due to the high volume of heavy vehicle traffic encountered on Otto Road.

Presently, 3-hour parking is permitted on both sides of Otto Road between Kennedy Road and Danville Road.

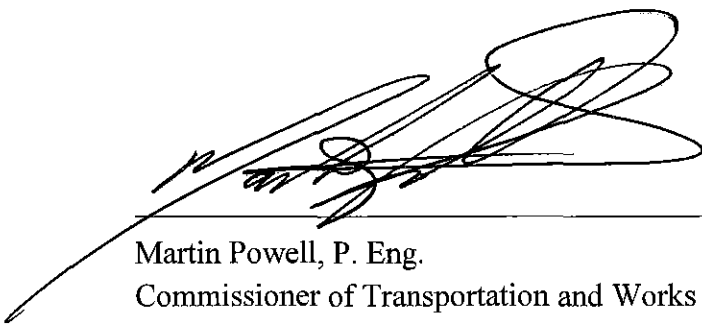
7a

COMMENTS: A recent site inspection conducted by Transportation and Works staff revealed the presence of parked heavy vehicles on both sides of Otto Road in very close proximity to the intersecting roadways. Parked vehicles were impeding mobility on the roadway as well as within the intersection of Kennedy Road and Otto Road. Therefore, the Transportation and Works Department recommends implementing a stopping prohibition anytime on both sides of Otto Road from Kennedy Road East to Danville Road. The implementation of this stopping prohibition should improve mobility and increase the general level of safety in the area. The prohibition would also allow for enforcement by By-law enforcement.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2012 Current Budget.

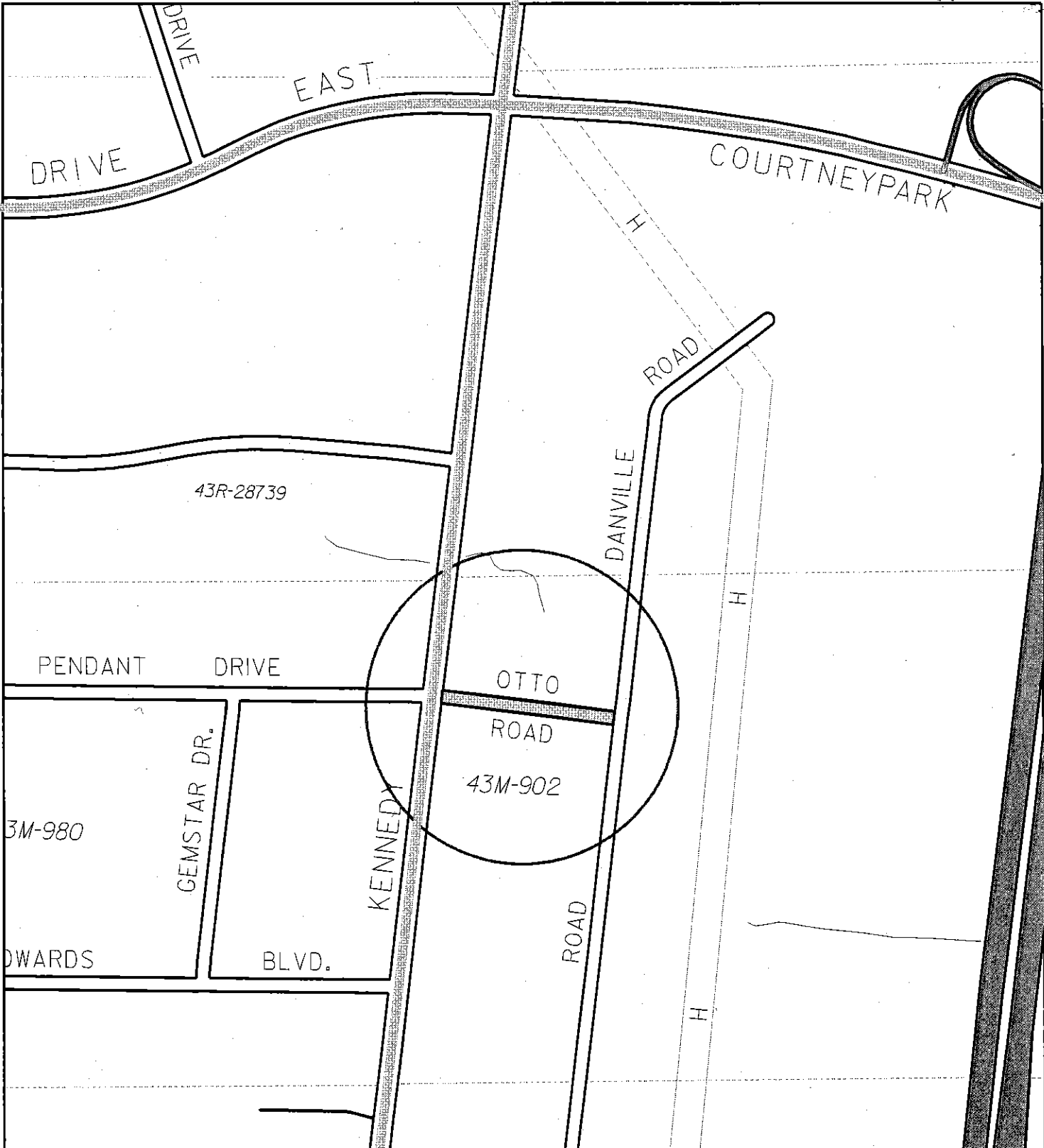
CONCLUSION: The Transportation and Works Department recommends implementing a stopping prohibition anytime on both sides of Otto Road from Kennedy Road East to Danville Road.

ATTACHMENTS: Appendix 1: Location Map: Stopping Prohibition Anytime - Otto Road from Kennedy Road East to Danville Road (Ward 5)



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

Prepared By: Darek Pest, Traffic Technician



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Engineering & Works		
Stopping Prohibition Anytime Otto Road (Ward 5)		
<small>SCALE FOR REDUCED DRAWINGS</small>		



Corporate Report

Clerk's Files

Originator's Files
MG.23.REP
RT.10.Z-56

DATE: February 16, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Parking Prohibition
Osprey Boulevard (Ward 10)**

GENERAL COMMITTEE

 MAR 21 2012

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement a parking prohibition from 7:00 a.m. – 9:00 a.m. on the south and east sides of Osprey Boulevard from a point 181 metres (594 feet) west of Grossbeak Drive to Saltmarsh Court.

BACKGROUND: The Transportation and Works Department is in receipt of a request from the Ward Councillor to implement a parking prohibition from 7:00 a.m. – 9:00 a.m. on the south and east sides of Osprey Boulevard from a point 181 metres (594 feet) west of Grossbeak Drive to Saltmarsh Court. Currently, 3-hour parking is permitted on both sides within this section of Osprey Boulevard.

COMMENTS: A complaint from a local resident was received by the Ward Councillor regarding vehicles parking close to the edge of the resident's driveway creating a sight-line issue and difficulties for the resident to back-up from the driveway. In order to improve the general level of safety and provide adequate sightline visibility, the Transportation and Works Department supports a parking prohibition on the south and east sides of Osprey Boulevard from a point 181 metres (594 feet) west of Grossbeak Drive to Saltmarsh Court. The Ward Councillor supports the implementation of this parking

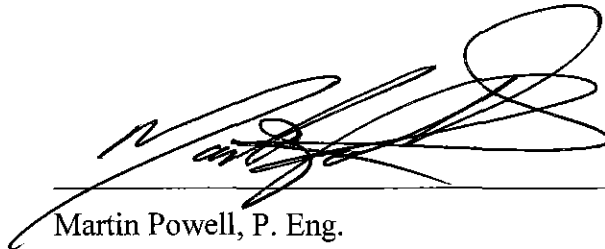
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The Ward Councillor supports the implementation of this parking prohibition.

FINANCIAL IMPACT: Costs for the signs can be accommodated in the 2012 Current Budget.

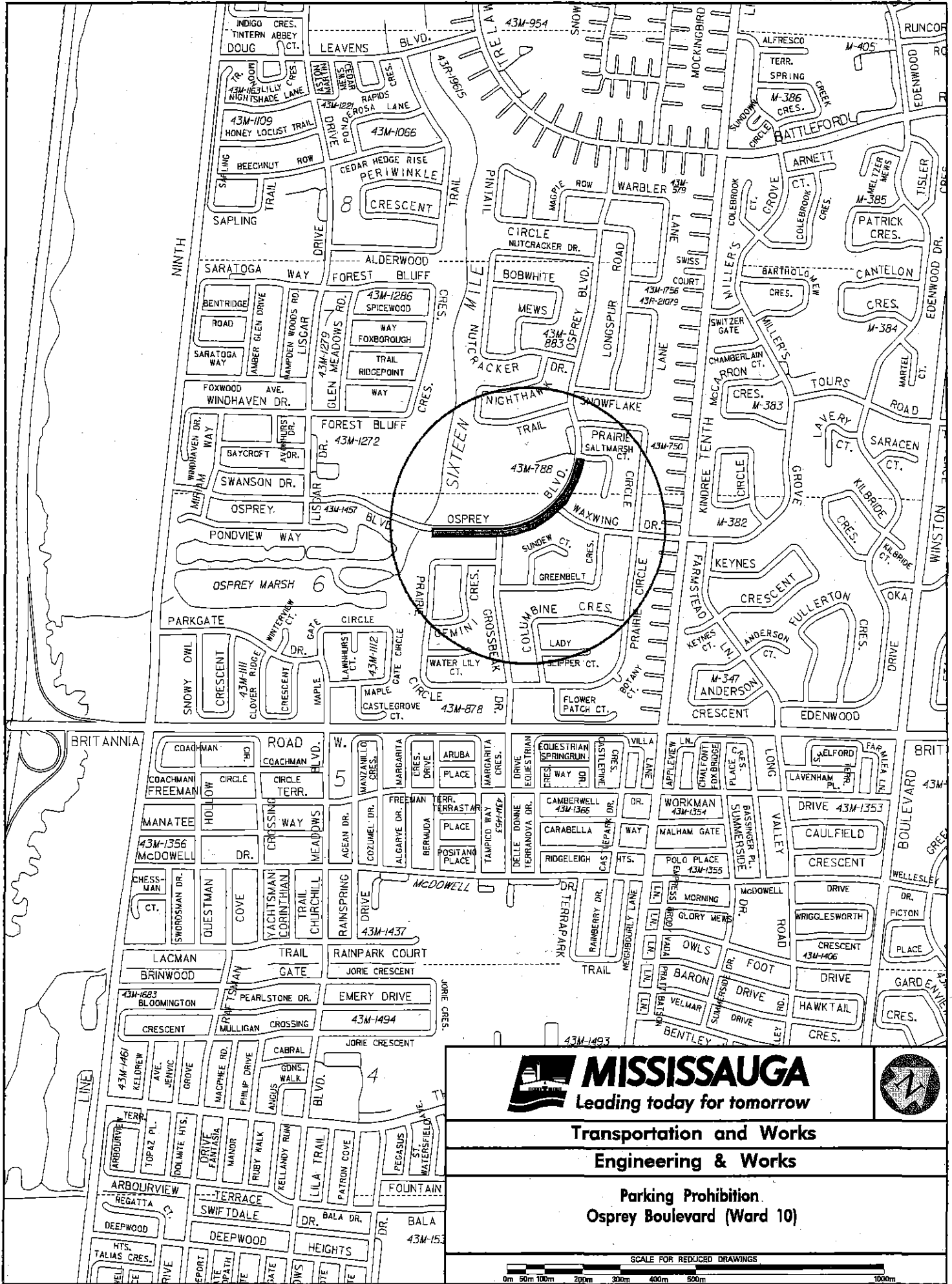
CONCLUSION: The Transportation and Works Department supports the implementation of a parking prohibition from 7:00 a.m. – 9:00 a.m. on the south and east sides of Osprey Boulevard from a point 181 metres (594 feet) west of Grossbeak Drive to Saltmarsh Court.

ATTACHMENTS: Appendix 1: Location Map: Parking Prohibition – Osprey Boulevard (Ward 10)



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

Prepared By: Alex Liya, Traffic Operations Technician





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Transportation and Works

Engineering & Works

Parking Prohibition.

Osprey Boulevard (Ward 10)

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files
Originator's Files
MG.23.REP
RT.10

DATE: February 29, 2012
TO: Chair and Members of General Committee
Meeting Date: March 21, 2012
FROM: Martin Powell, P. Eng
Commissioner of Transportation and Works
SUBJECT: **Extension of Corner Parking Prohibition**

GENERAL COMMITTEE
MAR 21 2012

RECOMMENDATION: That the report from the Commissioner of the Transportation and Works Department dated February 29, 2012 titled, "Extension of Corner Parking Prohibition", be received for information.

BACKGROUND: Councillor Saito, at General Committee on February 1, 2012, referenced the Town of Milton's By-law and requested information regarding the extension of corner parking prohibitions covered under the General Provisions of the City's Traffic By-law. The following information is provided regarding Traffic By-laws relevant to corner parking prohibitions and lower driveway boulevard parking which are presently in effect in the City of Mississauga and the Town of Milton:

City of Mississauga

The "Corner Parking Prohibition By-law" and the "Lower Driveway Boulevard Parking By-law" are two distinct by-laws which are applied to different sections of the City's road allowance.

The "Corner Parking Prohibition By-law" refers to on-street parking. Under the General Provisions of the Traffic By-law, when authorized signs are displayed, no person shall park or stop a vehicle on a highway within twenty-five metres (82 feet) of an intersection not

9a

controlled by traffic control signals, and within sixty metres (197 feet) of an intersection controlled by traffic control signals. These corner parking prohibitions are generally utilized to address a potential safety hazard.

The “Lower Driveway Boulevard Parking By-law” refers to the paved portion of a residential driveway between the road and sidewalk. Lower driveway boulevard parking (LDBP) is prohibited on all City right-of-ways, unless it has been approved by Council through the Resident Parking Petition process.

Parking is permitted on the lower portion of a driveway where a sidewalk does not exist, with no restrictions. No exceptions are made related to a driveways’ distance from an intersection unless a safety concern has been identified. This is normally rare in residential subdivisions.

Town of Milton

The “Corner Parking Prohibition By-law” in the Town of Milton prohibits parking within fifty metres (164 feet) of an intersection, when authorized signs are displayed.

The “Lower Driveway Boulevard Parking By-law” in the Town of Milton refers to the paved portion of the residential driveway within the road allowance, with or without the sidewalk. Lower driveway boulevard parking is permitted on all roadways within the Town of Milton except within fifty metres (164 feet) of an intersection and within three metres (10 feet) of the curb line. This limits the number of properties that can benefit from lower driveway boulevard parking. Enforcement is conducted on a complaint basis after repeated violation of the Lower Driveway Boulevard Parking By-law.

COMMENTS:

Corner Parking Prohibitions

The Transportation and Works Department supports the current by-law for corner parking prohibitions on local roadways within twenty-five metres (82 feet) of an intersection not controlled by traffic control signals, and within sixty metres (197 feet) of an intersection controlled by traffic control signals. The Transportation and Works Department does not recommend increasing the distance of corner parking

prohibitions to fifty metres (164 feet) as adequate sightlines can be maintained at most intersections identified with sightline issues. In addition, increasing the distance to fifty metres (164 feet) would negatively impact residential neighbourhoods by dramatically reducing or completely eliminating on-street parking availability in the areas with a dense roadway network.

Lower Driveway Boulevard Parking

Lower driveway boulevard parking (LDBP) is prohibited on all City right-of-ways where the sidewalk exists, unless it has been approved by Council through the Resident Parking Petition process. Major collector and arterial roadways are not considered for lower driveway boulevard parking.

Residents who wish to implement lower driveway boulevard parking on their street must submit a petition supported by the majority of residents of the affected roadway. The Transportation and Works Department reviews the road to determine if the proposed change is technically feasible and safe. A formal parking questionnaire is then distributed to eligible residents. A minimum support of 66% of respondents and the concurrence of the local Ward Councillor is required to recommend the implementation of lower driveway boulevard parking to General Committee. As a result, Transportation and Works staff, City Council and resident approval is required in order to permit lower driveway boulevard parking on a particular street.

The sightline concern with lower driveway boulevard parking on corner properties is similar to the issue of a vehicle parked at the end of driveway where no sidewalk is present. Sightline concerns have rarely been expressed by residents since the lower driveway boulevard parking process was developed in 1997 and any issue is dealt with by Transportation and Works staff on a case-by-case basis.

The Transportation and Works Department supports the current by-law and Resident Parking Petition process for lower driveway boulevard parking because it allows staff to address any safety concerns during the review process and ensures that a fair and consultative process exists for changes to parking regulations on existing roadways.

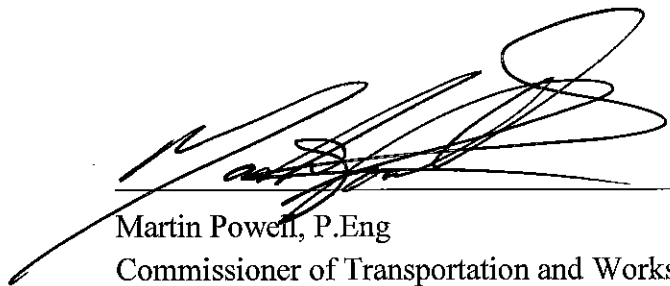
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FINANCIAL IMPACT: Not Applicable.

CONCLUSION:

The Transportation and Works Department supports the current by-law for corner parking prohibitions on local roadways within twenty-five metres (82 feet) of an intersection not controlled by traffic control signals and does not recommend the extension of corner parking prohibitions to fifty metres (164 feet).

The Transportation and Works Department supports the current by-law and Resident Parking Petition process for lower driveway boulevard parking.



Martin Powell, P.Eng
Commissioner of Transportation and Works

Prepared By: Ouliana Drobychevskaia, Traffic Technologist



Corporate Report

Clerk's Files

Originator's Files

MG.23.REP

DATE: March 6, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Closure of City Centre Drive through Celebration Square for Sod Replacement and 2012 Summer Programming (Ward 4)**

<p>GENERAL COMMITTEE</p> <p>MAR 21 2012</p>
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- RECOMMENDATION:**
1. That a by-law be enacted to implement the seasonal closure of City Centre Drive between Duke of York Boulevard and Living Arts Drive from Monday April 2 to Sunday October 14, 2012 for the removal and replacement of the existing sod in the south square and to accommodate the 2012 summer season programming.
 2. That staff report back to General Committee on an annual basis with regard to the required closure dates and continue to monitor pedestrian and vehicular traffic activity during the fall, winter and spring months when the road is open.

BACKGROUND: The Transportation and Works Department, in a report to General Committee dated August 17, 2011, justified the re-opening of City Centre Drive between Duke of York Boulevard and Living Arts Drive during the fall and winter months, referencing the importance of the road link in the overall Downtown21 Master Plan and the decreased Celebration Square programming outside of the spring and summer season. General Committee recommended:

“That staff report back to General Committee regarding the possible permanent closure of City Centre Drive between Duke of York Boulevard and Living Arts Drive when the closure hours for the 2012 summer season are reported to General Committee”.

This report will speak to the dates for the 2012 summer season closure, the need to close the road for an earlier period to replace the damaged sod artificial turf within the south square area adjacent to the stage, and the longer term functionality of the road.

City Centre Drive through Celebration Square was re-opened to vehicular traffic on October 19, 2011, after a lengthy closure for reconstruction. The road was initially planned to be re-opened during June 2011, but remained closed to vehicular traffic during the summer season. The road closure for the summer season was approved as a pilot project and was justified on the basis of the need to accommodate 36 days of closures required to support 79 events programmed for Celebration Square from June through September. It was suggested that the success of the seasonal closure would be assessed at the end of the season to determine the viability of an annual road closure.

COMMENTS:

Prior to the road re-opening in October 2011, Community Services advised that the 2011 closure of City Centre Drive had been a tremendous success and a key contributor to the daily vibrancy of Celebration Square. The closure enabled pedestrians to utilize the space as one large, seamless plaza and provided an important staging area for event activities, as well as an access point for service and emergency vehicles. It was therefore recommended that summer closures of the road be undertaken annually, generally between Victoria Day weekend and Thanksgiving weekend, with the precise dates to be determined each year based on programming. Council recommended that the road be monitored once opened, and that a report be provided in Spring 2012 with the monitoring results.

Celebration Square Event Programming and Turf Replacement

For the 2012 season, a road closure is again recommended for the eighty-five events over seventy-five days already scheduled for Celebration Square between May and October. These events would

require a total of sixty-nine days of road closure. It is expected once again that the road closure will support greater resident use and vibrancy during the warmer weather months. For the purposes of event planning, a road closure from mid-May to mid-October is appropriate.

However, for 2012 an earlier road closure date is requested. As indicated in the report to General Committee from Community Services dated September 22, 2011, the natural turf on the south part of Celebration Square has failed to sustain an acceptable level of growth suitable to support programmed activities for the square in 2012. It was therefore recommended that the natural grass surface be replaced with artificial turf in order to meet the intended programming for this space and maintain the appearance of grass. The contractor started preliminary work in mid March and has requested a full road closure as of April 2, 2012, which would allow for the removal of the existing surface and its replacement with the artificial turf surface in time for use by May 18, 2012.

The scope of the construction work includes removal of all existing sod and its substrate, the installation of an upgraded drainage system, new substrate and new turf. The removal of the existing material is scheduled as the first activity on the Square which will require extensive use of machinery on site as well as hauling away the material. The lawn area itself will be hoarded off from other public areas on the Square and this enclosure will extend to at least one lane along City Centre Drive. In order to complete the work in a timely manner and ensure safety, the road needs to be completely closed to vehicular traffic. Gates will provide truck access to the hoarded area to allow for loading/unloading of materials. Pedestrian traffic will be maintained although restricted to certain areas and protected by the hoarding.

Subject to favourable weather conditions, the required work could be finished in early May. However, it would not make sense to re-open the road for a period of perhaps two weeks and then close the road again for the summer season.

City Centre Drive Traffic and Usage Monitoring

In the April 21, 2011 report to General Committee supporting the summer closure of City Centre Drive, the Transportation and Works Department expressed concern with the idea of a permanent closure of the road. It was recommended that the road be monitored during the fall and winter months with respect to both pedestrian and vehicular use, and the frequency of conflict if any between the two. With the re-opening of the road after a lengthy closure for reconstruction, it was anticipated that there would be a learning curve, particularly for crossing pedestrians who previously had no vehicular traffic to contend with.

City Centre Drive through Celebration Square reflects a “flush street” design which integrates all modes of traffic into a shared space. When the road was re-opened to vehicular traffic, there were some minor conflicts initially. However, pedestrians, cyclists and motorists seem to have adapted successfully and co-exist within the shared space with little concern. Portable advisory signs were installed by staff reminding pedestrians to look before crossing. These signs appear to have helped heighten awareness.

One collision has been reported which involved a loss of vehicle control during an ice storm in February. A light standard at the corner of City Centre Drive and Duke of York Boulevard was destroyed.

Periodic observations have taken place both formally and informally through a variety of sources. A formal pedestrian/vehicle count was undertaken on a Friday evening in February when the ice rink was heavily used. Approximately fifty-two motorists used City Centre Drive for drop-off and pick-up of in excess of one hundred skaters during a three hour period between 5pm and 8pm. Twelve vehicles parked on the street for short time spans during the same period. This level of activity would suggest that the availability of the street during the winter months is an important factor in support of the outdoor rink and Celebration Square in general. Between October 20, 2011 and March 10, 2012 City Centre Drive was temporarily closed for only seven days in order to support the fall and winter programming.

Intersection traffic counts were recorded on a Wednesday and Saturday in February on City Centre Drive at Duke of York Boulevard and Living Arts Drive. Although traffic volumes have decreased overall on City Centre Drive, Living Arts Drive and Duke of York

Boulevard since 2010, City Centre Drive continues to be an important link in the downtown road network and well used during the winter months.

City Centre Drive is a major collector road which forms an integral part of the existing downtown road network and will play a significant role in the road grid as proposed in the Downtown21 Master Plan (DT21).

The DT21 Plan is based on the vision for Mississauga's downtown as a more urban, walkable neighbourhood built on "human-scale". This includes a denser road grid consisting of many narrower, more pedestrian-friendly streets that support multiple modes of transportation. Eliminating pieces of the road grid impact the operation of the downtown transportation network as a whole. Permanently closing City Centre Drive through Celebration Square would have a significant impact, resulting in increased pressure on other sections of the network grid as well as a noticeable impact on pedestrian safety.

From an events perspective, Community Services has advised that Mississauga Celebration Square's activities do not substantiate the need for a year-round road closure.

Re-opening the road for the fall and winter months makes sense in terms of its function as part of the City's downtown road network as well as for its winter supportive role for skating and related activities within Celebration Square. It is recognized that there were some minor conflicts involving pedestrians and motorists when the road re-opened, however they appear to have diminished with time.

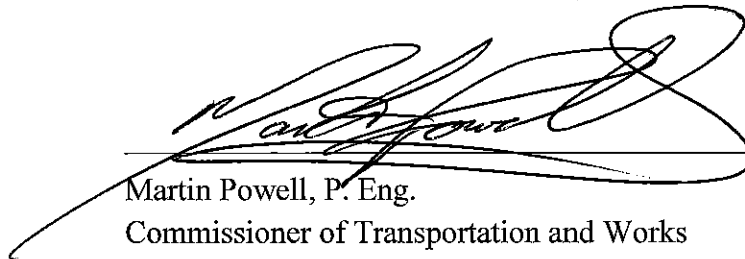
It is recommended that the road continue to be re-opened at the conclusion of the summer seasons and that staff continue to monitor its operation and effectiveness.

FINANCIAL IMPACT: The costs associated with the closure and re-opening of the road are minimal, and require the installation and removal of appropriate traffic control signage.

CONCLUSION: The re-opening of City Centre Drive during the fall and winter months appears to not only support the downtown in terms of an important road link, but also supports use of Celebration Square. The road is a popular choice for those using the outdoor skating rink and related amenities.

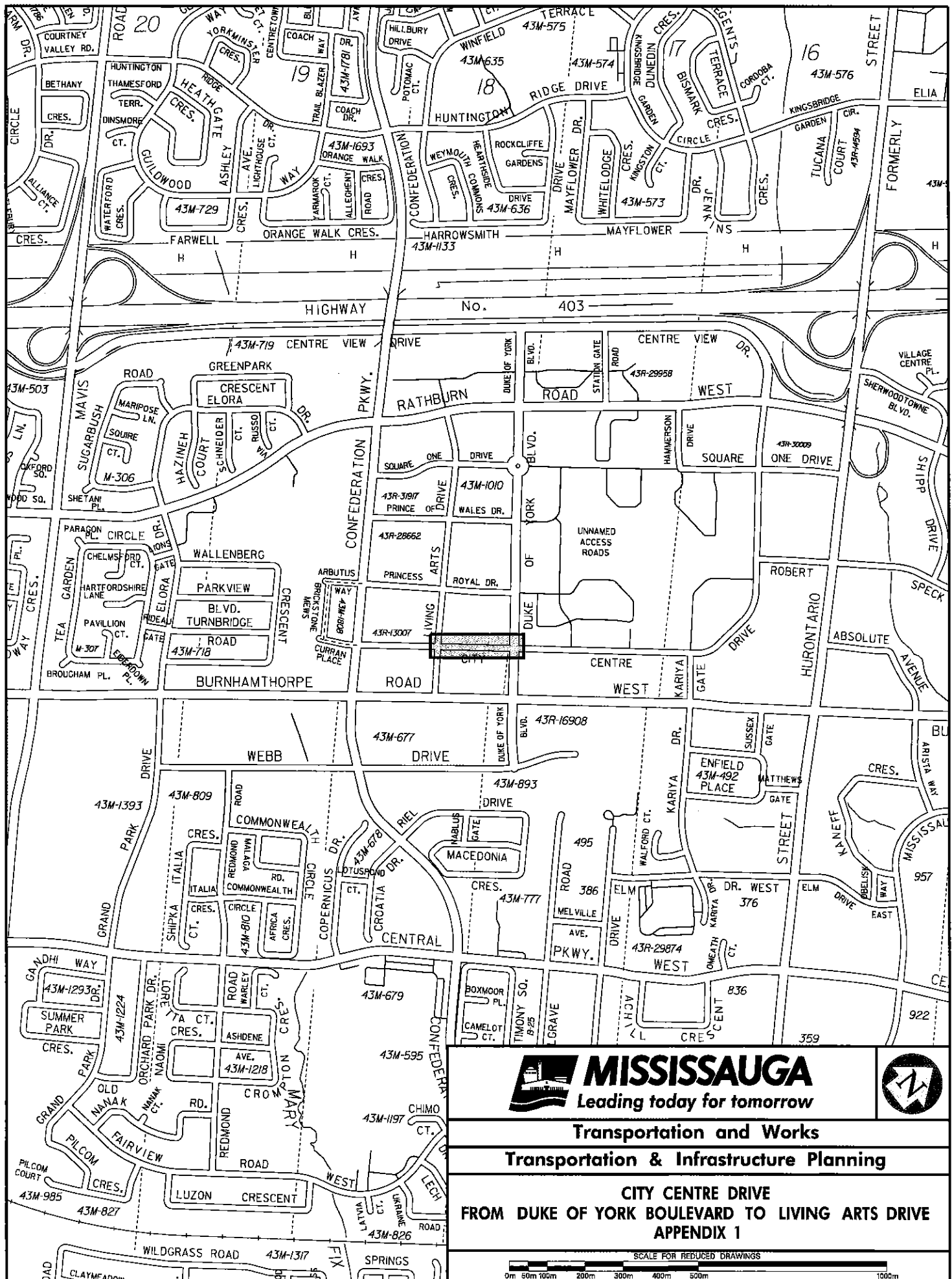
It is recommended that City Centre Drive be closed annually during the summer months generally between Victoria Day weekend and Thanksgiving Day, with the precise dates to be determined each year. This would be subject to the level of programming booked for Celebration Square.

ATTACHMENT: Appendix 1: Location Map



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

*Prepared By: Steve Barrett
Manager, Transportation Asset Management*



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Transportation and Works
Transportation & Infrastructure Planning

CITY CENTRE DRIVE
FROM DUKE OF YORK BOULEVARD TO LIVING ARTS DRIVE
APPENDIX 1





Corporate Report

Clerk's Files

Originator's Files

GENERAL COMMITTEE
MAR 21 2012

DATE: March 7, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Graffiti Implement By-law**

- RECOMMENDATION:**
1. That the report from the Commissioner of the Transportation and Works Department dated March 7, 2012 titled "Graffiti Implement By-law" be received for information.
 2. That Council not enact a by-law prohibiting the sale of graffiti implements to minors.

BACKGROUND: The prevalence of graffiti in the City of Mississauga is an issue which greatly affects residents. The impact that graffiti has on a neighbourhood includes reduced property values and a perceived unsafe or non-social atmosphere. In addition, the placement of graffiti is detrimental to the health of individuals and others, and is an environmental hazard. Further, graffiti presents the City in an unfavourable light with residents, businesses and visitors.

This report presents a draft Graffiti Implement By-law for Council's consideration, which prohibits the sale of graffiti implements to minors; outlines staff's comments on the draft by-law; and provides information from other municipalities regarding the prohibition of graffiti implements to minors.

PRESENT STATUS: The City of Mississauga does not presently have a by-law prohibiting the sale of graffiti implements to minors. Section 15 of the City of Mississauga's Property Standards By-law, 654-98, as amended, states:

"Graffiti:

All property, including but not limited to, buildings, structures, fences or other objects shall be kept clean of graffiti at all times."

As a result of the City's Property Standards By-law, it is the responsibility of the property owner to remove graffiti found on private property. Failure to remove the graffiti in a timely manner will result in the City arranging to have the graffiti removed with the cost of the graffiti removal recovered from the property owner. In most instances, property owners remove the graffiti in a timely manner.

The Compliance and Licensing Enforcement section of the Enforcement Division is responsible for the administration and enforcement of the Property Standards By-law. The by-law, including the provisions pertaining to graffiti, is enforced on a re-active basis in response to complaints, and also when Municipal Law Enforcement Officers (MLEO) from Compliance and Licensing Enforcement identify graffiti in the course of performing their regular duties.

MLEO's from Compliance and Licensing Enforcement address graffiti on private property through the Property Standards By-law, and report all graffiti found (public and private property) to Corporate Security.

As previously mentioned, all cases of graffiti found or brought to the attention of staff, whether on public or private property, are reported to Corporate Security. Corporate Security then generates a special occurrence report (SOR) for distribution among the City-wide stakeholders (Parks and Recreation, Facilities and Property Management, Engineering and Works, Transit, Peel Regional Police, and the Integrated Municipal Enforcement Team). If Corporate Security Mobile Officers find graffiti on City property during the course of their regular patrols, they conduct an investigation, take photographs and generate an SOR. The completed report and

photographs are then forwarded to the stakeholders for further action. Suspects found placing graffiti, or causing or permitting graffiti to be placed, can also be charged by Peel Regional Police under the Criminal Code of Canada (CCC). Section 430, Mischief, of the CCC makes it an offence to wilfully destroy or damage property; render property dangerous, useless, inoperative or ineffective; obstruct, interrupt or interfere with the lawful use, enjoyment or operation of property; or, obstruct, interrupt or interfere with any person in the lawful use, enjoyment or operation of property. If convicted, punishment can range from a summary conviction to imprisonment for a term not exceeding ten years, depending on the extent of the damage caused and the type of property damaged. In addition, the CCC states that anyone who commits mischief that causes actual danger to life is guilty of an indictable offence and liable to imprisonment for life.

COMMENTS:Actions of Other Municipalities:

Staff contacted representatives from the following municipalities: Ottawa, London, Hamilton, Burlington, Oakville, Brampton, Toronto, and Milton, to determine if they have a by-law which prohibits the sale of graffiti implements to minors, and if so, to obtain information on how the by-law is enforced and whether or not the by-law has proven effective in reducing graffiti.

Of the eight municipalities contacted, only the City of London has a by-law prohibiting the sale of graffiti implements to minors. The by-law is enforced through regular blitzes of retail stores with youth test shoppers. Representatives from the City of London could not confirm the effectiveness of the by-law in reducing the placement of graffiti.

Draft Graffiti By-law:

Attached, as Appendix 1, is a draft by-law prohibiting the selling, exchanging, giving, loaning, furnishing, or causing to sell, exchange, give, loan, or furnish any graffiti implement to a minor unless the minor is accompanied by their parent or legal guardian.

The by-law defines a "Graffiti Implement" as: "*any can of spray paint, broad tipped marker pen, paint pen, glass cutting tool, or glass*

etching tool or instrument". *"Broad Tipped Marker Pen"*, *"Paint Pen"*, and *"Spray Paint"* are also defined in the by-law. A *"Minor"* is defined under the by-law as someone who has not attained the age of 18 years.

It is proposed that the Compliance and Licensing Enforcement section of Enforcement Division be responsible for the administration and enforcement of this by-law if enacted. Any level of enforcement of this by-law will require at least one additional, regular full-time MLEO.

Should Council approve the draft Graffiti Implement By-law, staff recommend that the enforcement of the by-law be based on customer complaints and that regular undercover blitz-like operations by the City be used as well. These undercover blitzes would employ minors to purchase graffiti implements. This style of enforcement is used by the Region of Peel to enforce and charge persons under the Smoke-Fee By-law who sell tobacco products to persons under the age of 19.

Concerns with the Draft Graffiti By-law:

The draft Graffiti Implement By-law could be enforced regarding the selling, exchanging, giving, loaning, furnishing, or causing to sell, exchange, give, loan, or furnish any graffiti implement to a minor unless the minor is accompanied by their parent or legal guardian. However, staff have a number of reservations regarding the effectiveness of these enforcement efforts in actually reducing graffiti, as outlined below:

- Graffiti implements are readily available at various retail outlets, including neighbourhood convenience stores.
- Minors are able to obtain graffiti implements from neighbouring municipalities which have not banned the sale of these products to them.
- Minors are able to obtain graffiti implements by acquiring them on-line through the internet.

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- Minors may acquire graffiti implements by having someone 18 years of age or older acquire the implements for them.
- The prohibition of the sale of graffiti implements to minors will not prevent someone 18 years or older from obtaining graffiti implements and using them to place graffiti.
- Most art supply stores already keep expensive spray paints and markers in locked cabinets to prevent theft, which is common with minors engaging in the placement of graffiti.
- Minors often make their own homemade graffiti implements due to the expense of these products. The homemade ingredients include ink from pens, brake fluid and rubbing alcohol, which are all readily accessible.

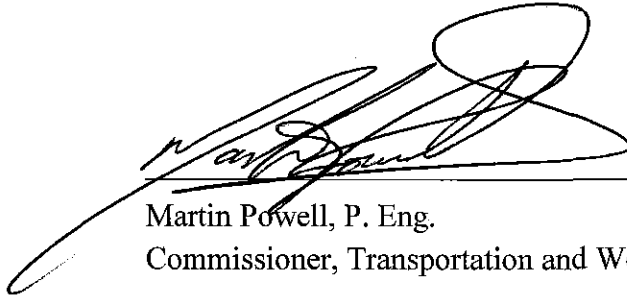
FINANCIAL IMPACT: As mentioned previously, any level of enforcement of the draft Graffiti Implement By-law will require, at a minimum, one additional regular full-time MLEO. The annual cost of an MLEO, including salary and benefits, is approximately \$88,000.

CONCLUSION: This report presents a draft Graffiti Implement By-law for Council's consideration; outlines comments from staff on the draft by-law; and, summarizes the results of research conducted with other municipalities related to by-laws prohibiting the sale of graffiti implements to minors.

Staff recommended that the draft Graffiti Implement By-law not be enacted by Council for the following reasons:

- The concerns raised in this report regarding the effectiveness of enforcing the draft Graffiti Implement By-law, particularly given the additional resources required (and related costs).
- The information provided by the City of London did not support that their by-law prohibiting the sale of graffiti implements to minors has had a measurable effect on the nature and incidences of graffiti in this municipality.

ATTACHMENTS: Appendix 1: Draft Graffiti Implement By-law



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

Prepared By: Mickey Frost, Director, Enforcement

APPENDIX 1

A by-law to prohibit the sale of graffiti implements to minors and to declare graffiti a matter of public nuisance

WHEREAS section 8 (1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (hereinafter the "*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 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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(2) 8. of the *Municipal Act, 2001* provides that a local municipality may adopt by-laws for the protection of persons and property, including consumer protection;

AND WHEREAS section 11 (3) of the *Municipal Act, 2001* provides that a local municipality may pass by-laws in respect of certain matters including culture, parks, recreation and heritage and structures including fences and signs;

AND WHEREAS section 8 (3) of the *Municipal Act, 2001* provides that a by-law under section 11 respecting a matter may regulate or prohibit respecting the matter;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that the opinion of Council made under that section of the Act is not subject to review by any court if it is arrived at in good faith;

AND WHEREAS the proliferation of graffiti on property within the City of Mississauga has a detrimental impact on property and property owners and neighbourhoods;

AND WHEREAS Council of the Corporation of the City of Mississauga ("Council") believes that graffiti is a matter which is or could become, or cause a public nuisance, and the sale of spray paint, broad tipped marker pens, paint pens, and glass cutting tools and glass etching tools or instruments ("Graffiti Implements") is a matter which in the opinion of Council could cause public nuisances;

AND WHEREAS Council, acting in good faith, has determined that the sale of Graffiti Implements should be prohibited and regulated in accordance with this by-law for the purpose of nuisance control;

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

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PART I - DEFINITIONS

1. For the purpose of this By-law:

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

“Broad Tipped Marker Pen” means a felt-tip marker, or similar implement containing a fluid which is not water soluble with a tip that exceeds one-quarter (1/4) inch in width;

“Graffiti” means one or more letters, symbols or marks, howsoever made, that disfigure or deface a Property or object, but does not include a sign pursuant to the City’s sign by-laws or a mural which has been authorized by the City;

“Graffiti Implement” means any can of Spray Paint, Broad Tipped Marker Pen, Paint Pen, glass cutting tool, or glass etching tool or instrument;

“Minor” means a person who has not attained the age of 18 years; and

“Paint Pen” means a tube, marker, or other pen-like instrument with a tip of one quarter (1/4) inch in diameter or less that contains paint or a similar fluid and an internal paint agitator;

“Property” means a building or structure or land or part of a building or structure or land, and includes all vehicles, mobile structures, outbuildings, fences, erections, sidewalks, pavements, and highways, thereon whether heretofore or hereafter erected, and any other things on the property;

“Spray Paint” means any aerosol container that is made or adapted for the purpose of applying paint or another similar substance.

PART II - GENERAL PROHIBITIONS

2. No person may sell, exchange, give, loan, or in any other manner, furnish or cause to be sold, exchanged, given, loaned, or furnished, any Graffiti Implement to a Minor, unless the Minor is accompanied by their parent or legal guardian. This section shall not apply to the parents or legal guardians, the employer, or the school teacher of the Minor.

PART III - SIGNAGE

3. Every person who owns or operates a business selling Graffiti Implements shall place a sign in the direct view of persons responsible for accepting customer payment stating:
SELLING SPRAY PAINT, BROAD TIPPED MARKER PENS, PAINT PENS, GLASS CUTTING TOOLS OR GLASS ETCHING TOOLS OR INSTRUMENTS TO PERSON UNDER 18 YEARS OF AGE WITHOUT PARENT/LEGAL GUARDIAN ACCOMPANIMENT IS AN OFFENCE. VIOLATORS MAY BE FINED UP TO \$5000.00.

PART IV - PENALTY

4. Every Person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine, 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.

PART VI - VALIDITY AND INTERPRATATION

- 6. If a court of competent jurisdiction declares any provision 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.
- 7. All words importing the singular number shall include the plural, and words imparting the masculine gender shall include the feminine, and the converse of the foregoing also applies, unless the context of the By-law otherwise requires.

PART VII - SHORT TITLE

- 8. This By-law shall be known and may be cited as the "Graffiti Implement By-law".

ENACTED AND PASSED this day of , 2012.

MAYOR

CITY CLERK

DRAFT



Corporate Report

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MG.23.REP

12

DATE: March 2, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **2010 Bridge Rehabilitation Program**
Procurement Number FA.49.559-10

GENERAL COMMITTEE
MAR 21 2012

-
- RECOMMENDATION:**
1. That the Purchasing Agent be authorized to increase the contract limit for an additional \$49,000.00 for Planmac Inc. for additional professional services completed and anticipated for the design and construction phase of the rehabilitation of five bridge/culvert structures, in accordance with the Purchasing By-law 374-06.
 2. That a contingency of \$40,000.00 to the contract issued to Planmac Inc. be approved should unforeseen additional fees be required for the construction phase of the rehabilitation of five bridge/culvert structures.
 3. That the scope of work covered under Council approved P.N. 11-131 for structure/creek rehabilitation work design, environmental assessment and contract administration for the Lakeshore Road East crossing over Applewood Creek be expanded to include the Lakeshore Road East crossing over Serson Creek.

BACKGROUND: In May 2010, following a competitive bid process through Procurement FA.49.559-10, Purchase Order 4600012807, in the amount of \$258,120.00 was issued to Planmac Inc. to provide professional services to complete a condition survey, detail design and contract administration for the rehabilitation of seven bridge/culvert

structures. The structures are: (1) St. Mary's Avenue Bridge over Applewood Creek, (2) Tannery Street Bridge over Mullet Creek, (3) Eglinton Avenue West Eastbound Bridge over Credit River, (4) Eglinton Avenue West, Westbound Bridge over Credit River, (5) Dundas Street East culvert over Cooksville Creek, (6) Lakeshore Road East culvert over Applewood Creek and (7) Lakeshore Road East Culvert over Serson Creek.

In September 2010, Purchase Order 4600012807 was increased by \$7,770.00 for a geomorphic assessment requested by the Credit Valley Conservation for the Lakeshore Road East culvert over Applewood Creek.

In January 2011, Purchase Order 4600012807 was increased by \$7,475.00 for a hydraulic analysis requested by the Credit Valley Conservation for the St. Mary's Avenue Bridge over Applewood Creek.

PRESENT STATUS:

Based on detailed condition survey findings, Planmac Inc., is finalizing the detail design and the tender document preparation for the following five bridge/culvert structures: (1) St. Mary's Avenue Bridge over Applewood Creek, (2) Tannery Street Bridge over Mullet Creek, (3) Eglinton Avenue West Eastbound Bridge over Credit River, (4) Eglinton Avenue West, Westbound Bridge over Credit River, (5) Dundas Street East culvert over Cooksville Creek. The construction phase of the five structures is scheduled for summer/fall 2012.

The study of the remaining two structures, Lakeshore Road East culvert over Applewood Creek and Lakeshore Road East culvert over Serson Creek concluded that extensive creek rehabilitation is required in conjunction with the structure rehabilitation work.

COMMENTS:

It was originally anticipated that construction administration services would be required for a period of 15 weeks, however after a thorough review of the project and increased complexity the construction period is expected to be 24 weeks. This will require additional funds to cover construction administration services provided by Planmac Inc. over the extended construction period.

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As a result, additional funding in the amount of \$49,000.00 is needed for the detailed design and construction administration for the five bridge structures. In addition, approval is requested for a contingency of \$40,000.00 for additional work that may be required due to unforeseen site conditions.

The preliminary study conducted by Planmac Inc. on the Applewood Creek and Serson Creek structures determined that in addition to structure rehabilitation work, extensive remedial works will be required to the creeks. This work was originally planned to proceed with the other five structures, however, the complexity of the creek work significantly changed the scope of the rehabilitation projects for the Applewood Creek and Serson Creek structures. In light of the significant changes to the scope of work, it is recommended to proceed with the reconstruction of the Applewood Creek and Serson Creek structures under a separate contract for 2013.

FINANCIAL IMPACT: In summary, the estimated costs to complete this project is as follows:

Condition Survey, Design and Construction Administration ~ P.N. 10-150 and P.N. 10-151 Purchase Order 4600012807	\$258,120.00
Change Orders to Purchase Order 4600012807	
Change Order #1	\$ 7,770.00
Change Order #2	<u>\$ 7,475.00</u>
Total	\$273,365.00
Invoiced to Date	\$191,876.50
Remaining Purchase Order Amount	\$ 81,488.50
Requested Purchase Order Increase for Detail Design and Contract Administration, Mark-up Fees, Additional Design for Structure Placement, Credit Valley Conservation Fees and Landscape Design	\$ 49,000.00
Contingency	<u>\$ 40,000.00</u>
Total	\$362,365.00

There will be no impact in the approved Capital Budget as the amount remaining in P.N. 10-150 is \$1,744,339.00 and sufficient to cover the proposed contract increase for contract administration to complete the five structures.

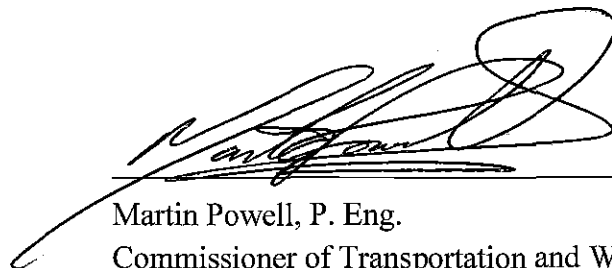
New terms of reference will be required for the two structures on Lakeshore Road East over Applewood and Serson Creeks. Sufficient funding for the design, environmental study and contract administration is available in the Capital Budget. The amount of \$440,000.00 remains in P.N. 11-131.

Project Number 11-131 was originally budgeted for the Applewood Creek structure only but through design and contract efficiency, the amount is anticipated to be sufficient to include the Serson Creek structure project as well.

CONCLUSION:

Additional efforts and activities beyond the original scope of work were conducted by Planmac Inc., for the seven (7) bridge structures. Through the design phases of the project Planmac Inc. is expected to incur additional fees for services for an anticipated extended period for construction for the five (5) structures. Due to the unexpected complexity in associated creek work, two of the structures are recommended for reconstruction in 2013 under a separate contract.

There are sufficient funds in the approved Capital Budget accounts for the additional amount requested for the consulting services and contract administration to complete the seven (7) bridge/culvert projects.



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

Prepared By: S. Cesario, P. Eng., Manager of Capital Works



Corporate Report

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MG.23.REP

DATE: March 2, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Credit River Erosion Control Works**
Procurement FA.49.309-06
Ward 6

GENERAL COMMITTEE
MAR 21 2012

RECOMMENDATION: That the Purchasing Agent be authorized to increase the upset limit for contract 4500268801, issued to the Sernas Group Inc. by \$45,000, from \$102,749 to \$147,749 and extend the contract end date to December 31, 2012.

BACKGROUND: In 2006, following a competitive bid process through Procurement FA.49.309-06, Contract 4500268801 in the amount of \$102,749.00 (excluding tax) was issued to the Sernas Group Inc. to provide professional services to complete the Municipal Class Environmental Assessment for the Credit River Erosion Control Works.

The scope of work in the contract includes professional fees, disbursements and engineering services to conduct background studies, fieldwork, reporting and stakeholder consultation to support a Municipal Class Environmental Assessment to complete engineering designs and obtain approvals for the construction. The contract also includes construction administration services throughout the

construction phase and post construction monitoring for erosion sites on the Credit River at Britannia Road West and Eglinton Avenue West.

PRESENT STATUS: The Sernas Group Inc. completed the Class Environmental Assessment and design phases of the project and has secured most of the approvals required for construction.

The construction phase of the project was awarded to Dynex Construction Inc. and work started on January 16, 2012. The Sernas Group Inc. has been retained to provide construction administration services throughout the construction phase of the project, as per the provisional item in their proposal.

COMMENTS: The Credit River Erosion Control Work commenced in November 2006 for Britannia Road and Eglinton Avenue sites. There were delays with obtaining the required easement for the Eglinton Avenue West portion of the work. As a result, the construction contract was split into two separate contracts. The contract for the Britannia Road site proceeded in late 2010. The second contract for the Eglinton Avenue West site is now ready to proceed.

The proposed increase to The Sernas Group Inc's contract is to provide detail design, construction administration, as-built drawings, and post construction monitoring for the work at the Eglinton Avenue West site. The total additional fees requested are \$45,000.

The additional fees are required due to the efforts necessary to complete and provide the detail plan revisions into two separate contracts, as opposed to the single contract originally planned for. Also additional fees for administration services are based on an increase in construction time to the eleven weeks as opposed to the original nine weeks. The later start date of the second construction contract will require monitoring of the sites for an additional year.

The total proposed increase to the contract will exceed 20% of the total contract amount and must be authorized by Council, as stated by Section 18(2)(a) of Purchasing By-law No. 374-2006.

FINANCIAL IMPACT: The estimated consulting engineer costs for the projects are as follows:

From the original Procurement FA.49.309-06:

Awarded

Assessment and Review	\$29,887
Detail Design	\$20,370
Contract Administration	\$36,730
Disbursements	<u>\$15,762</u>
Total	\$102,749

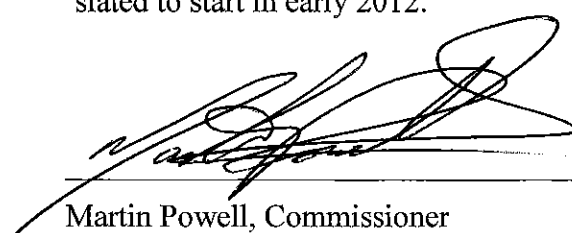
Requested Purchase Order Increase

Detail Design	\$5,000
Contract Administration	
a. Construction Administration	\$21,640
b. Monitoring Program	\$ 7,000
c. As-Constructed Drawings	\$ 1,970
Disbursements	<u>\$ 9,390</u>
Total	\$45,000

Sufficient funding is available in P.N. 06-134 – Credit River Watershed Erosion Control to cover this increase.

CONCLUSION:

The Sernas Group Inc. was retained in 2006 to provide professional services related to the completion of a Municipal Class Environmental Assessment, detailed design, construction administration, and post construction monitoring for erosion sites on the Credit River at Britannia Road West and Eglinton Avenue West. The design has been completed for both sites and construction has been completed for Britannia site only. Post construction monitoring has begun at the Britannia site and will continue until the end of 2012. The Eglinton Avenue West site is now at the construction stage with construction slated to start in early 2012.



Martin Powell, Commissioner
Transportation and Works

*Prepared By: S. Cesario, P. Eng., Manager of Capital Works and
Technical Services*



Corporate Report

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MG.23.REP

DATE: February 29, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Interim Improvements to Burnhamthorpe Road -
Arista Way to Mavis Road (Wards 4 and 7)**

GENERAL COMMITTEE

MAR 21 2012

- RECOMMENDATION:**
1. That the planned resurfacing of Burnhamthorpe Road between Arista Way and Mavis Road be deferred for consideration until both the Environmental Assessment and preliminary design for the Hurontario Main Street Light Rail Transit project are complete, and after the subsequent Environmental Assessment process for the portion of Burnhamthorpe Road from Living Arts Drive to Mavis Road is undertaken, and that road maintenance including asphalt patching be undertaken as needed in the interim.
 2. That improvement to the intersections of Kariya Gate and Duke of York Boulevard at Burnhamthorpe Road West be implemented during 2012 to improve pedestrian safety.
 3. That an asphalt multi-use trail be constructed on the north boulevard between Duke of York Boulevard and Arista Way to temporarily complete the Burnhamthorpe Trail and provide a cycling connection to and from the City Centre.

4. That the new Main Street intersection along Burnhamthorpe Road be identified through the implementation of boulevard design elements to be determined by the Main Street staff working team.

BACKGROUND:

In 2011, the Transportation and Works Department developed an interim project plan for Burnhamthorpe Road between Arista Way and Mavis Road that included a full replacement of the road surface, intersection safety improvements, a temporary cycling connection and a landscaped centre median between Duke of York Boulevard and Kariya Gate. The Leadership Team requested input from Ian Lockwood of AECOM (the City's consultant for the Downtown21 Master Plan) and from Daniel Byrne of Live Work Learn Play (LWLP) (the City's consultant with respect to the planning of the retail element of Main Street).

Both consultants reviewed the staff proposal and indicated agreement with staff's general project objectives pertaining to maintaining the road in a state of good repair, but did not support some design elements of the proposal, suggesting that they did not send the right messaging in terms of implementing the ultimate Downtown21 Master Plan concept for Burnhamthorpe Road. Suggestions were provided for consideration that could be used in the short term to help to improve the experience of Burnhamthorpe Road for non-auto users of the downtown.

COMMENTS:

Burnhamthorpe Road was originally planned to be resurfaced in 2009, based on analysis from the City's Pavement Management System and staff assessment of road condition at that time, and applying the life cycle costing principle of rehabilitating the pavement before it deteriorated to the point of requiring much more significant work. These resurfacing plans were deferred several times while the long range plans for the downtown and higher order transit were being established.

Many of the interim improvements proposed by Transportation and Works were premised on the need to resurface the road, which presented an opportunity to undertake a landscaped centre median, pedestrian safety, and other relatively low cost improvements as part of the project. In this regard, a more detailed evaluation of the existing

pavement condition was undertaken. The results indicate that for the city core portion of the road, pavement deterioration has now progressed to a point past the optimal lifecycle rehabilitation point such that a “shave and pave” resurfacing as initially proposed would not be cost effective and would only last for a few years. Without other interim improvements to the road, resurfacing is no longer a reasonable approach from Arista Way to Confederation Parkway. Further, for the western portion of the roadway from Confederation Parkway to Mavis Road, it was found that the existing pavement could last for another few years without rehabilitation. An additional consideration is the need to review through an Environmental Assessment (EA) the ultimate road cross section in this area. If the road is narrowed to four lanes from Mavis Road easterly as indicated in the Downtown21 Master Plan, then the southern curb will need to be moved and therefore a delay in resurfacing timing makes sense.

It is therefore recommended that the road should be left in its current condition and receive only localized maintenance and asphalt patching as appropriate. The resurfacing should be deferred for consideration until after the Transit Project Assessment Process (TPAP) and preliminary design for Hurontario/Main Street LRT are complete by the end of 2013, and subsequent to the EA for the Living Arts Drive to Mavis Road stretch which will follow the Hurontario EA.

The interim proposal has therefore been reduced to include improvements to Burnhamthorpe Road West at the intersections of Kariya Gate and Duke of York Boulevard, the temporary completion of the Burnhamthorpe Trail along the north boulevard and the identification of the new Main Street. The intersection works are proposed to improve safety for all users with a particular focus on pedestrians.

Intersection Improvements

Notwithstanding the recommendation to defer road resurfacing, the proposed alterations to the intersections of Kariya Gate and Duke of York Boulevard to improve pedestrian safety should still be implemented and will be programmed for spring 2012. These works include removal of the free-flow right turn lanes at Kariya Gate, which will result in reduced speeds for turning traffic and improve the pedestrian environment. Minor works proposed at Duke of York

allow the relocation of the pedestrian crosswalks to a more standard location. This, in conjunction with some minor curb radii tightening, will slow turning traffic and create better visibility and improved safety for pedestrians and motorists. This design work has considered the need for large transport trucks to access the rear stage ramp from Duke of York Boulevard to Celebration Square.

As an addition to these works, it may be appropriate to include additional streetscape improvements adjacent to these intersections and the proposed Main Street intersection. The Main Street staff working group has been asked to determine what, if any, interim design elements, such as temporary planters and "Future Main Street" signage, should be included.

Cycling

As a component of the proposed interim improvements on Burnhamthorpe Road through the downtown, the construction of an asphalt multi-use trail on the north side boulevard from Arista Way to Living Arts Drive is recommended to provide a cycling connection as a temporary measure. Protected cycling facilities as proposed in the Downtown21 Master Plan cannot be accommodated on Burnhamthorpe Road until an EA is completed. While an asphalt trail connection is not ideal in the City Centre, there is no reasonable interim alternative to connect the two ends of the Burnhamthorpe Trail through the downtown, particularly from the east.

A significant amount of staff review took place to support the recommendation of a multi-use trail as a temporary measure, including consideration of demand for cycling along Burnhamthorpe Road, cycling collision statistics and studies, specialized intersection treatments and international best practices. The Cycling Master Plan identifies Burnhamthorpe Road as a primary continuous cycling route. The Burnhamthorpe Trail exists in the west from Loyalist Drive at Mississauga's western edge to Confederation Parkway, and recent investments have extended the trail in the east from the Cooksville Creek to the Etobicoke Creek. A significant gap in the Burnhamthorpe Trail exists through the downtown area, hindering access to Celebration Square and other downtown destinations for families and other recreational cyclists. In the absence of a connection to the downtown, cyclists will have to use either Burnhamthorpe Road

to the downtown, cyclists will have to use either Burnhamthorpe Road in its current condition, where high speed and traffic volume are not conducive to on-road cycling for most cyclists, or the existing sidewalk (in contravention of the Traffic By-law).

There is high demand for cycling along Burnhamthorpe Road. The Region of Peel's 2006 Cordon Count monitoring observed 260 daily cyclists on Burnhamthorpe Road at Mavis Road and 111 daily cyclists at Hurontario Street. A continuous protected cycling route along Burnhamthorpe Road through the downtown has been requested by residents and by the Mississauga Cycling Advisory Committee, which supports the interim proposal. Specialized intersection treatments (highly visible pavement markings, signage and/or signals) can be used to enhance the safety of multi-use trails at intersection crossings and minimize risk. Cities that have implemented such treatments at intersections alongside bi-directional cycling routes include Montreal, Vancouver, Toronto, New York, Portland, Copenhagen and Amsterdam. The recommendation for an interim multi-use trail connection on the north side boulevard through the downtown suggests using these measures to provide for safe crossings at intersections.

STRATEGIC PLAN:

An EA study for the implementation of the ultimate improvements to Burnhamthorpe Road was identified in the Strategic Priorities and Workplan of March 2009. However, this study should not be initiated until the completion of the Hurontario/Main Street LRT TPAP work is complete. It is recognized that the implementation of the ultimate improvements may take five to seven years or longer.

FINANCIAL IMPACT:

The estimated cost to undertake the proposed short term improvements is approximately \$1.5 million available in PN 11-102, which includes the intersection improvements, temporary cycling trail completion, some minor sidewalk works and the identification of the new Main Street intersection. Localized asphalt patching will be completed as required and will be covered under existing maintenance and resurfacing accounts.

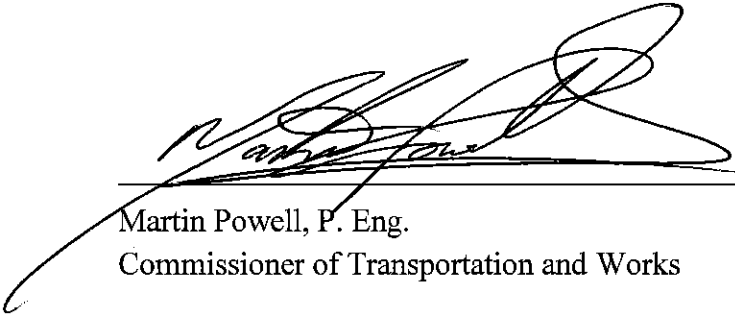
CONCLUSION:

The previous proposal for interim improvements on Burnhamthorpe Road was driven by a need to resurface the road. A number of pedestrian safety, cycling and aesthetic improvements along the corridor were proposed as part of the resurfacing project. Subsequent comments received from Ian Lockwood and Live Work Learn Play, at the request of the Leadership Team, recommended a different approach. In consideration of the comments received, a re-evaluation of the Burnhamthorpe Road pavement condition was undertaken, which suggested that pavement resurfacing at this time is no longer cost effective. As a result, a new strategy, including minimal maintenance and road patching as required, is recommended. The intersection safety improvements to Duke of York Boulevard and to Kariya Gate as previously proposed should be undertaken along with appropriate intersection streetscape upgrades and "Future Main Street" identification signing, if appropriate.

The completion of an interim boulevard cycling connection to and through the downtown should be implemented until such time that the appropriate Environmental Assessments are completed and all required information is available that will allow the construction of the ultimate cycling facility in accordance with the Downtown21 vision.

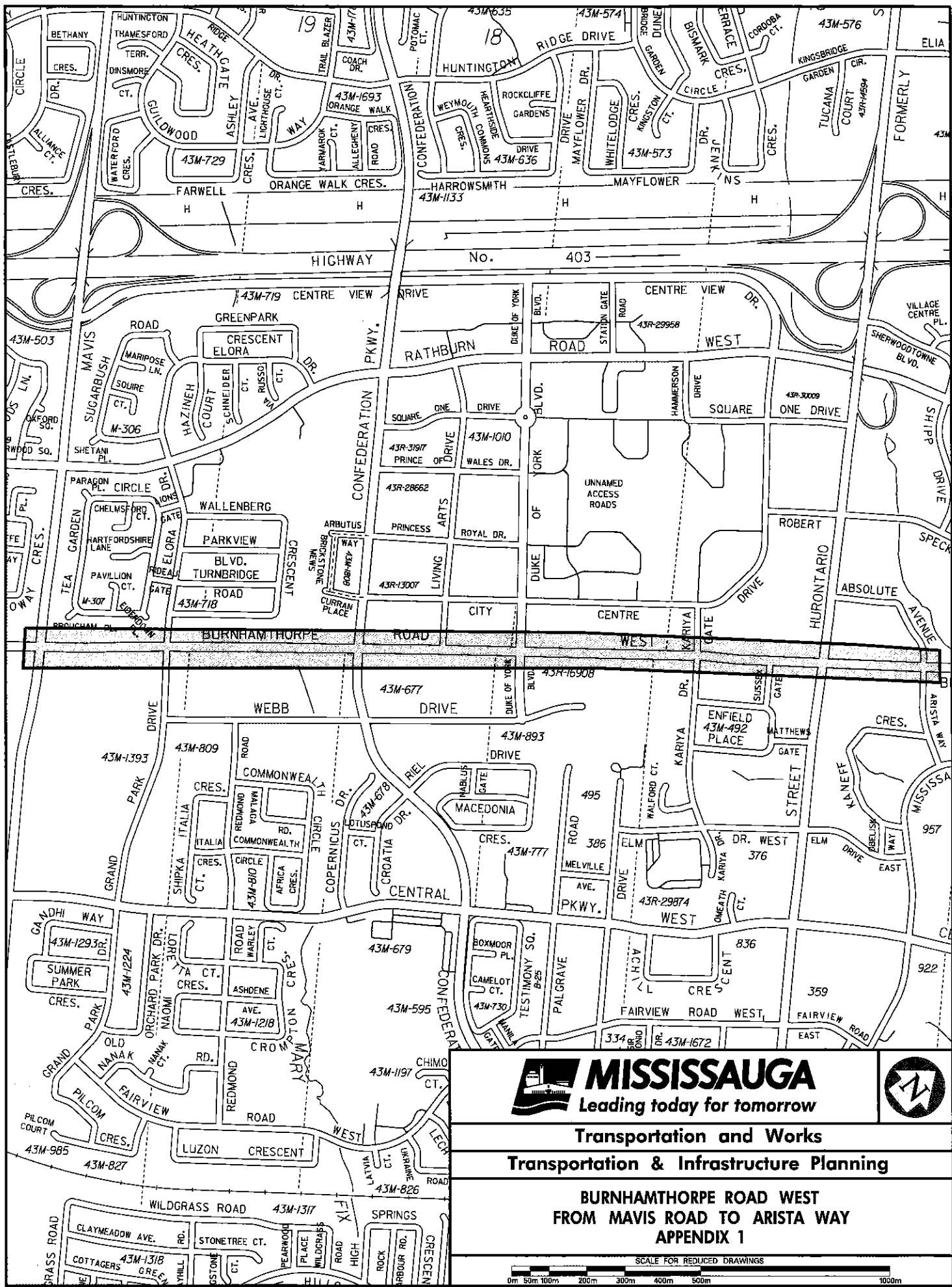
ATTACHMENTS:

Appendix 1: Plan of Burnhamthorpe Road through the City Centre



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

*Prepared By: Steve Barrett
Manager, Transportation Asset Management*



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Transportation and Works
Transportation & Infrastructure Planning

BURNHAMTHORPE ROAD WEST
FROM MAVIS ROAD TO ARISTA WAY
APPENDIX 1

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

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DATE: March 2, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Contract Amendment: Transit Operator Uniform Clothing for 2012, File Ref: FA.49.399-10**

GENERAL COMMITTEE
MAR 21 2012

RECOMMENDATION: That the purchasing agent be authorized to amend the contract with Canada Uniform increasing the value by \$420,000 to provide for transit operator clothing for 2012 based on pricing and terms established in a 2010 call for proposals.

BACKGROUND: The Transit Division of the Transportation and Works Department conducts a supply and distribution program for operator uniforms including summer and winter dress uniform items, hats, coats, etc. The program is based on the collective agreement which stipulates that operators be given an annual allowance that is sufficient to permit them to obtain at least two pairs of pants and three shirts each year. However, the operators may request any quantity or mix of approved items up to their annual limit based on a points system. Approximately \$400,000 is budgeted annually to meet these requirements.

A tender was called in 2006 for a contract period of three years ending in 2010 and extended to the end of February 2012 in order to deplete vendor inventory.

An RFP was issued in 2010 and awarded in 2011 with a contract period ending in June 2013. Several circumstances led to the quantities in the second contract being understated. Therefore, the purpose of this report is to obtain authorization to adjust the purchase order contract values to include the full requirements.

COMMENTS:

In the past four years, the annual spend on operator uniform items has averaged between \$300,000 to \$400,000 based on the collective agreement operator choices and the number of new operators requiring a full issue. Although the mix and quantity of individual items may change from year to year depending on operator selections, this amount is expected to continue but subject to adjustment for operator numbers and unit pricing. The actual spend in a given year is always less than the amount approved in the budget as some operators do not always use their full entitlement.

Between the 2006 and the 2010 procurement processes the quantities were reduced. As a result, the current vendor contract (valid until June 2013) needs to be corrected to include the quantities needed for 2012. It should be noted however, that very competitive pricing was obtained. In fact, the successful vendor provided lower prices as the contract term progressed resulting in prices for most items that are half what the City would likely pay in the open market today.

Four basic issues contributed to the shortfall:

- (a) In 2007 order quantities for bidding purposes were estimated based on historical purchase information. Moving forward, the Transit Division was planning the move of the uniform room as the building was slated for demolition as part of the campus expansion project and so it became desirable to run down existing inventories.
- (b) It was also identified that due to long lead times and product transition, a plan/strategy would be required to further deplete inventories and transition purchases to reflect new product changes following the re-branding of Mississauga Transit to MiWay and the need to change logos on operator uniform items.

- (c) Fabrics, colours and designs change and there is little purchasing agencies can do when products are sourced from overseas following bulk order methods, all of which can result in very long lead times (6 - 9 months is not unusual). When this happens, orders placed based on operator requests in one year may not get issued from inventory because by the time they are received, the operators may have changed their minds on the particular mix of items they want.

In 2010, quantities for pants were way down because operators were holding out for better quality items anticipated in the 2011 deliveries.

2010 proposal quantities were again based on historical usage however these quantities were not reflective of the annual rate of consumption. The purchase contract must therefore be increased by the volume required to meet the needs under the collective agreement for the 2012 period.

Going forward, the staff plan to review the ordering methods to ascertain if improvements in tracking and ordering can be made and also, to determine the most cost-effective and practical way to transition the clothing to the MiWay designs.

Materiel Management and transit staff have worked closely to investigate the inventory and order history and have provided assurance that the right quantities have been obtained at the right prices, in accordance with the budget and contract provisions.

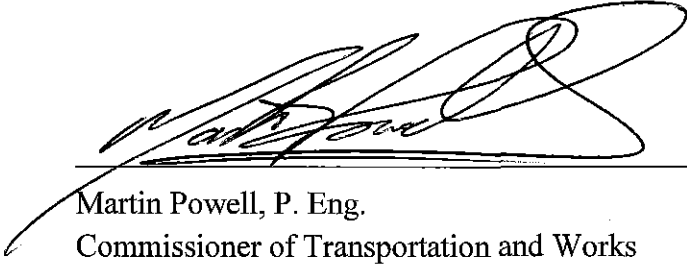
This amendment is being requested in accordance with the Purchasing By-law Section 18, Item (2) Amendments which provides that amendments may be made if “the basis for determining fees and charges is not being changed”. Also, the fairness principle of the purchasing by-law has been upheld since the variation in quantities was provided for in the call for bids, and this issue would have had no bearing on the outcome.

The increase requested herein completes the transit clothing program for 2012. These quantities are being supplied at 2011 prices which are lower than 2010.

FINANCIAL IMPACT: There is no financial impact. All 2012 requirements are being accommodated within the approved 2012 Operating Budget and Business Plan for the Transit Service Area.

CONCLUSION: The contract for supply of transit operator uniform clothing items which are required to be supplied under the collective agreement will expire in June 2013. However, this contract was tendered in 2010 at which time the quantities were understated.

The purpose of this report is to obtain authority to increase the contract value to cover the full requirements for this time period. The amount is within budget and there are no changes to pricing and terms of contract as required in the purchasing by-law.



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

Prepared By: Geoff Marinoff, P. Eng., Transit Director



Corporate Report

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DATE: March 5, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: Mississauga Sports Tourism Strategy

GENERAL COMMITTEE
MAR 21 2012

RECOMMENDATION: That the report dated March 5, 2012 from the Commissioner of Community Services entitled "Mississauga Sports Tourism Strategy" be received for information.

BACKGROUND: Sport Tourism is the fastest growing segment of the tourism industry with \$3.4 billion in annual spending (Statistics Canada 2008). Communities across Canada are developing strategic alliances with key stakeholders at the municipal, hotel, business and education sector to combine efforts and develop a strategic approach to attract sport events to their communities.

Sport tourism involves more than the hosting of a sport event. It offers numerous benefits to the host community including the opportunity to :

- generate economic activity for hotel, food and retail businesses;
- support infrastructure investment and renewal;
- generate incremental municipal revenues;
- build community identity by attracting events at the provincial, national and international level;

- promote the City of Mississauga with national and international media coverage;
- build community involvement in volunteerism;
- build interest in sport and active life styles;
- allow local athletes to attend events and see elite athletes perform;
- allow local athletes to participate in a more cost effective way than if the event is hosted outside the GTA; and
- generate a sense of civic pride.

COMMENTS:

The City of Mississauga has a history of successfully hosting major sporting events including the World Cup of Curling, Women's World Hockey Championships, Memorial Cup, Skate Canada International (three times), Mississauga Marathon, North American Roller Hockey Championships (two times), Donahue Invitational FIBA Basketball Tournament, World Junior Hockey Exhibition Games (two times), World Cup of Skateboarding, World Master Judo Championship to name a few.

These types of events have contributed an estimated \$70 million to the local economy since 2000.

While Mississauga has hosted and continues to host a variety of sport competitions, as outlined above, the processes used to secure major events can be improved by developing a strategic approach to identifying and proactively engaging all key stakeholders in pursuing desirable, significant events.

The Hershey Centre/Hershey SportZone presently employs a more structured process to engage event rights holders (provincial/national sports organizations and international sports federations).

The process becomes far more complex and difficult to manage if third party organizations must participate and/or if significant financial guarantees must be filed with the bid. Major event bids often require commitments which require financial contributions by the City.

Unfortunately, the time lines typically fall between budget cycles, so funding of requests is an issue. Also, bid time lines do not provide appropriate lead time to engage Council. Staff try to support the requests in addition to other workload pressures. As a result, corporate

reports are tight to Council submission deadlines. The net result is that staff have little opportunity to brief Council on how bids impact current community use of facilities, the potential traffic impact associated with a sport tourism event and the beneficial economic impacts to businesses, restaurants and hotels in the community.

Developing a Sport Tourism Strategy (“Strategy”) will address these issues ensuring that processes and resources are available to participate in the submission of winning event bids and to host the events in an outstanding way. The City will maximize the potential community benefits of sport tourism.

Sport Tourism Working Committee

A Sport Tourism Working Committee (“Committee”) was established in December 2011 and held two working meetings before February 7th, 2012. The Committee is comprised of key community stakeholders and will be tasked with developing a Strategy and Action Plan for Mississauga.

The Committee consists of the following stakeholders:

- Catherine Holland – Mississauga Sports Council
- Mike Hamilton – Hershey Centre (SMG)
- Dave Clancy – University of Toronto Mississauga
- Laura McGill – ROPSSAA Athletic Director (Acting)
- Laura Pallotta – Delta Hotels
- Elliot Kerr – Landmark Sport Group Inc.
- Julie Mitchell – Recreation & Parks (Community Services)
- Robert Kawamoto – Mississauga West Toronto Tourism
- Brad Stoll – Recreation & Parks (Community Services)
- Angie Russell – Recreation & Parks (Community Services)
- Albert Greaves – Business Planning (Community Services)
- Jason Klomp – Recreation & Parks (Community Services)
- John Rydzewski – Hershey SportZone (Community Services)

The Committee will engage consulting services (TBD), through the City’s procurement process, to assist in the development of the plan. The City has partnered with Mississauga Toronto West Tourism (MTWT) to fund the project. The anticipated cost of the project is

\$75,000, which will fund the cost to retain consulting services. The cost will be shared equally between the City and MTWT.

Project Purpose:

The purpose of the project is to review the current delivery of Sport Tourism initiatives in the City of Mississauga and develop a comprehensive plan to optimize the benefits of Sport Tourism on the community as outlined above.

The Strategy will assess the current situation and establish metrics and attainable targets to determine the effectiveness of the plan over the next ten year period. The Strategy will be reviewed and updated on a three year cycle.

Key Objectives:

The key objectives for the project are as follows:

- To create a multi-year business approach that matches sport tourism events to the sport infrastructure in the city maximizing facility use;
- To ensure co-ordination of events with the public, community and private sector ensuring support for bids;
- To ensure resources are allocated toward hosting sporting events in an outstanding way;
- To bring targeted regional, provincial, national and international events to the City;
- To build economic activity that supports local hotel, business and municipal revenues;
- To attract investment and re-investment to community infrastructure;
- To build the capacity and a volunteer base to support hosting major events;
- To enhance the profile and unique identity of the City of Mississauga;
- To build residents' pride in their community; and
- To grow local participation in sport and active lifestyles.

Project Timelines:

Timeframe	Project Phase
March-April 2012	Background Research & Data Collection
May-June 2012	Develop Strategic Framework, Guiding Principles and Complete Situational Analysis
July-August 2012	Draft Report – Recommendations/Action Plan
August-Sept 2012	Final Report – Recommendations/Action Plan
November 2012	Report and Presentation to General Committee

STRATEGIC PLAN: The project supports the strategic pillars of Belong, Connect and Prosper.

FINANCIAL IMPACT: The funding for the Sport Tourism Strategy will be shared equally between the City of Mississauga and Mississauga Toronto West Tourism (MTWT). A maximum of \$75,000 will cover the cost of a consultant to complete the research, surveys and draft recommendations with a final report to the Sport Tourism Working Committee.

The City of Mississauga share of \$37,500 will be funded through account number 28987 from funds estimated for the support of large events principally at the Hershey Centre.

CONCLUSION: The objective of this project is to develop a strategic approach including processes and resources to drive significant community benefits from Sport Tourism in Mississauga.

This includes developing metrics and an action plan to grow major events in the community on an annual basis.



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

Prepared By: Jason Klomp, Manager of Sports



Corporate Report

Clerk's Files

Originator's
Files

17

DATE: February 10, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

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

SUBJECT: **Revised Meadowvale Theatre License Agreement (Ward 9)**

GENERAL COMMITTEE

MAR 21 2012

- RECOMMENDATION:**
1. That the new License Agreement template regarding the Meadowvale Theatre, attached as Appendix 1 of the Report dated February 10, 2012 from the Commissioner of Community Services be approved for all future agreements between the City and users of the Meadowvale Theatre who are renting the Meadowvale Theatre for an event or other related matters.
 2. That a by-Law be enacted to authorize the Commissioner of Community Services and the Director of Culture Division or Designate to execute License Agreements on the City's behalf with the respective users of the City owned facility known as Meadowvale Theatre.

BACKGROUND: Meadowvale Theatre provides performance space for a variety of community groups and commercial enterprises. As part of staff's regular internal examination of practises, the license agreement used for rental of the facility was recently reviewed. The current agreement was found to be outdated in content, language and packaging that included a number of appendices, making the entire document long and confusing. In an effort to improve customer

service and in response to client feedback, the review undertook to update and provide one new, comprehensive document to license use of the theatre.

COMMENTS:

Prior to this review, the Theatre's contractual documents consisted of a single page legal form requiring signatures acknowledging information prescribed and identified in several separate appended documents. This included information presented in a Schedule A form, Box Office information sheets and the Technical Services package. This was a cumbersome system that needed to be more user friendly. With assistance of staff from Legal Services, all relevant information from these documents was packaged into one focussed license agreement. Language and content in the revised agreement are in keeping with current City standards and better reflect the obligations and services provided.

Staff from the Theatre and Risk Management also took this opportunity to clarify the issuance and administration of insurance in the document. The agreement now includes updated language and outlines the availability of coverage for community based theatre groups through the Facility User Group Insurance Program provided by the City's Insurance Broker, JLT.

The review also provided the opportunity to clarify and confirm the authorizing signatures used to execute the revised license agreement. In consultation with Legal staff, a by-law has been prepared to formalize the authorization of the license agreement on the City's behalf with respective users of the Meadowvale Theatre.

STRATEGIC PLAN:

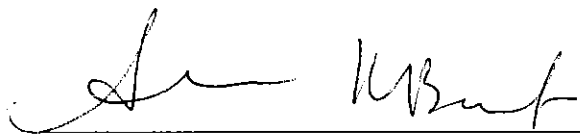
Meadowvale Theatre plays a significant role in the cultural life of Mississauga. As a key facility in the Culture Division, it takes comprehensive direction from the Culture Master Plan and has specific linkages among others, to the Strategic Pillar for Change "Cultivating Creative and Innovative Businesses" with Strategic goals to "Develop Talent" and Strengthen Arts and Culture".

Supporting Community Groups by providing creative spaces for artistic development and expression is a key element in our Cultural vision. With a vibrant history spanning nearly twenty three years, our dedicated user base continues to be sustained and developed.

FINANCIAL IMPACT: Not applicable

CONCLUSION: The new License Agreement template is a comprehensive tool that will facilitate a more streamlined and informed customer experience with improved administration of this significant performance venue.

ATTACHMENTS: Appendix 1: License Agreement Template



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

Prepared By: Roselyn Brown, Manager, Meadowvale Theatre

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of the day of (hereinafter the "Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA

(hereinafter the "Licensor")

- and -

[INSERT NAME OF COMPANY OR INDIVIDUAL]

(hereinafter the "Licensee")

WHEREAS the Licensor is the registered owner of property known municipally as 6315 Montevideo Road, in the City of Mississauga, Region of Peel ("Meadowvale Theatre");

AND WHEREAS the Licensee wishes to license space within Meadowvale Theatre (lobby, theatre house, backstage dressing rooms, rehearsal halls) (collectively the "Licensed Premises") for the purpose of ;

DN (remove areas in theatre that do not apply; add purpose of use after "purpose of")

AND WHEREAS the Licensor has agreed to license such space to the Licensee on the terms and conditions as hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the fees, covenants and agreements herein contained, the sufficiency of which is acknowledged by both parties, the parties agree as follows:

1.0 GRANT OF LICENSE

1.1 Subject to the provisions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive license to use and occupy the Licensed Premises for the purpose of to take place on (collectively the "Performance").

*DN (insert type of use after "for" and insert all dates of the performance after "on")
(for multiple performance dates add "the following dates" after "on")*

1.2 Notwithstanding section 1.2, in the event that the Licensor requires use of the Licensed Premises for a municipal, provincial or federal election, the Licensor reserves the right to immediately terminate this Agreement without prior notice to the Licensee and the Licensee shall only pay for the Licensed Premises up to the time of such termination and the Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated.

2.0 CONCURRENT USES

2.1 The Licensee acknowledges that the Licensor reserves the right to rent or license parts of Meadowvale Theatre other than the Licensed Premises during the Term of this Agreement. The use by the Licensee of the lobby, vestibules, hallways, box office, lounges, and other public rooms and facilities shall be concurrent with the use of such others as the Licensor may determine, provided that such renting to others shall not interfere with the use of the Licensed Premises by the Licensee. The Licensee has no right to enter or use any area except the Licensed Premises.

3.0 TERM

3.1 The term of this Agreement shall commence on the _____ day of _____ and thereafter shall expire and be fully terminated on the _____ day of _____ (the "Term").

DN *(insert dates for beginning of agreement and end of agreement)
(these dates will begin before the Performance date – i.e. they should begin upon contract signing or at least 8 weeks before the Performance)*

4.0 TERMINATION

4.1 This Agreement shall terminate as follows:

- (a) at the expiry of the Term as provided for herein;
- (b) by the Licensor upon written notice to the Licensee at any time if:
 - (i) the Licensee is in default of any covenant, term, condition or obligation contained in this Agreement;
 - (ii) the Licensee has failed to provide payment for the Licensed Premises as provided for herein;
 - (iii) the Licensee manifests to the Licensor, expressly or otherwise, an intention not to perform its obligations hereunder as determined by the Licensor;

- (iv) the Licensee is intending to permit or does permit the Licensed Premises to be used for a Performance that in the Licensor's opinion is offensive or obscene or does not comply with applicable by-law and policies of the Licensor.
- (v) the Licensee becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
- (vi) the Licensee or its directors and/or officers in their capacity as directors and/or officers of the Licensee are charged with a breach of any federal, provincial or municipal laws, regulations, policies, or requirements;
- (vii) an event occurs that brings into question the reputation of the Licensee, such as being investigated and charged with criminal offences of fraud;
- (viii) the Licensee is involved in any judicial or arbitral proceedings against the Licensor;
- (ix) the Licensee becomes related or controlled by another entity to which any of subsections (v) to (viii) applies; or
- (x) the Licensee fails to observe any terms of this Agreement.

In the event that the Licensor terminates this Agreement for any of the reasons noted above, the Licensee will be responsible for any payments that were made or required to be made up to the point of termination by the Licensor including any applicable Additional Fees.

- 4.2 Early Termination by Licensee: The Licensee may terminate this Agreement for convenience provided that written notice is provided to the Licensor at least eight (8) weeks prior to the first Performance. In the event that the Licensee elects to exercise its option for early termination, the Licensee's Deposit will not be refunded. In addition, the Licensor may immediately license the Licensed Premises to another individual, company or organization and shall have no further obligations to the Licensee.
- 4.3 In the event of cancellation of this Agreement by the Licensee not in accordance with section 4.2, the Licensor reserves the right in its sole and unfettered discretion to require an increased deposit from the Licensee in any future License Agreements.
- 4.4 If the Licensee terminates this Agreement less than eight (8) weeks prior to the first Performance, the Licensee will remain responsible for the License Fee and Additional Fees.

5.0 HOURS OF OPERATION

5.1 During the Performance the Licensee, including its employees and authorized agents shall have use of the Licensed Premises between the hours of 7:00am to 1:00am (ET). Notwithstanding the above, the Licensee shall adhere to the Licensor's policy on holiday closures and/or maintenance shut down periods.

5.2 If the Licensee requires use of the Licensed Premises outside of the hours outlined in section 5.1, additional charges as per the Licensor's applicable Fees and Charges By-law will apply.

6.0 FEES

6.1 The Licensee shall pay to the Licensor a license fee in the amount of _____ including applicable HST and any other applicable taxes for the use of the Licensed Premises (collectively the "License Fee")

DN (insert amount)

6.2 The Licensee has paid to the Licensor a non-refundable deposit of _____ (the "Deposit").

DN (insert amount of deposit)

6.3 The Licensee shall be responsible for the payment of any other reasonable charges that the Licensor incurs in connection with this Agreement (the "Additional Fees").

6.4 The payment of the License Fee and Additional Fees, including applicable HST and any other applicable taxes, will be invoiced to the Licensee and shall become due and payable to the Licensor within thirty (30) days of the Licensee receiving the said invoice (the "Settlement").

6.5 If the Licensee fails to pay any portion of License Fee and/or the Additional Fees when due and owing under this Agreement, the Licensor may impose interest charges on any unpaid amount at the rate of 1.5% per month, payable from the due date thereof to the date of payment. Nothing herein contained shall be construed so as to compel the Licensor to accept any payment of License Fees in arrears should the Licensor elect to apply its remedies under any other section of this Agreement in the event of a default by the Licensee.

7.0 "AS IS" BASIS

7.1 The Licensee hereby acknowledges and agrees that the Licensed Premises and all infrastructure equipment are being provided to the Licensee on an "as is" basis and that the Licensor shall not be responsible to the Licensee for the adequacy, conditions or suitability

of the Licensed Premises. The Licensee has satisfied itself as to the adequacy, condition and suitability of the Licensed Premises for the use intended by the Licensee.

8.0 OBLIGATIONS OF THE LICENSEE

8.1 The Licensee shall have full responsibility for all of the following matters:

- (a) employing best efforts to ensure that the interior of the Licensed Premises are kept clean and tidy at all times. Failure to do so may result in a cleaning charge being applied to the Settlement;
- (b) repairing and maintaining at its own expense any damage to the Licensed Premises and to all fixtures and improvements to be erected or constructed thereon by the Licensee, except for damage occasioned by the direct or indirect acts or omissions of the Licensor and its servants, agents, representatives, contractors, invitees or of any other entity for whom the Licensor is responsible;
- (c) not to commit or permit any excess loading within the Licensed Premises;
- (d) to provide technical requirements, box office and front of house requirements at least six (6) weeks before Licensee's scheduled Performance. Failure to do so will result in the Licensor determining, at its discretion, the level of staffing required at the Licensee's expense.
- (e) to comply with all regulations or directives issued by the Licensor from time to time, including but not limited to energy conservation measures and recycling programs;
- (f) not to cause or permit any nuisance in or about the Licensed Premises;
- (g) not to permit the use of any photographic or recording devices during the Performance;
- (h) the loss of any goods, property and/or equipment owned by the Licensee and/or individuals using the Licensed Premises pursuant to this Agreement;
- (i) ensure the use of the Licensed Premises is in accordance with all applicable by-laws and policies of the Licensor.
- (j) not violate, conflict with or infringe upon any rights whatsoever (including without limitation, any copyright, musical, literary, dramatic or common law rights, rights of privacy or rights against libel or slander) of any person, firm, organization or corporation.

9.0 OBLIGATIONS OF THE LICENSOR

9.1 The Licensor shall have full responsibility for all of the following matters:

- (a) to maintain the Licensed Premises at reasonably comfortable temperatures during the regular business hours of Meadowvale Theatre;
- (b) to provide the Licensee and its employees, volunteers, participants and attendees with access to washrooms;
- (c) payment of all municipal taxes relating to the Licensed Premises;
- (d) payment for the cost of the following utility charges: gas, hydro, water and sewer;
- (e) providing the Licensed Premises in a clean and tidy state in accordance with current municipal maintenance standards at the commencement of this Agreement.

10.0 FIXTURES AND EQUIPMENT

10.1 The Licensee shall not erect or construct upon the Licensed Premises, any permanent fixtures, structures or other improvements, unless it shall have first received the written consent of the Licensor, which consent may be arbitrarily withheld. Provided however, that all such fixtures and equipment shall conform with applicable municipal by-laws and other applicable laws. On the expiry of the Agreement, any fixtures installed by the Licensee shall be removed by the Licensee at its own cost and the Licensee shall restore the Licensed Premises to the general condition they were in at the commencement of this Agreement.

11.0 DANGEROUS PERFORMANCE

11.1 It shall be the obligation of the Licensee to provide appropriate levels of security for the premises during the Performance.

If the opinion of the Manager, Meadowvale Theatre (the "Manager") the Performance, performers or audience attracted by a Performance constitute a danger to the contents, property or audience of the Meadowvale Theatre, the Licensee shall:

- (a) present to the Manager not later than 72 (seventy-two) hours prior to the date of the scheduled Performance, the sum of Five Thousand Dollars (\$5,000.00) in cash or certified cheque payable to the Corporation of the City of Mississauga;
- (b) reimburse the City the full amount required to provide any additional trained security personnel required for the above-mentioned Performance. Any additional trained security personnel and the number required shall be approved by the Manager.

- (c) pay the minimum rental for each performance not less than 30 days prior to the first Performance.
- 11.2 Failure to comply with any of the above-mentioned conditions is a violation of the Agreement and will result in the immediate cancellation of the Performance. The cost of damages and security shall be deducted from the sum paid under sub-paragraph (a) and the balance, if any, shall be paid to the Licensee, provided that the Licensor shall be entitled to the full amount of any claim under this Agreement and shall not be limited to that sum.
- 11.3 Notwithstanding the above, if the Manager deems the Performance, performers or audience attracted by a Performance to constitute a danger to the contents, property or audience of the Meadowvale Theatre, the Licensee shall procure additional insurance coverage to be determined at the discretion of the Licensor.

12.0 INSURANCE

12.1 The Licensee agrees to maintain at its sole cost and expense, the following insurance coverage with financially sound and reputable insurance companies. The coverage must be maintained in full force and effect at all times throughout the term or extended term of this Agreement.

- (a) Commercial General Liability Insurance in the amount of at least \$5,000,000 per occurrence for all claims, demands actions, causes of action that may be taken or made against the Licensee for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the obligations and operations of the Licensee as per this Lease Agreement. The policy must also include tenant's legal liability, contractual liability, non-owned automobile liability, products and completed operations coverage, employees as additional insured's and a cross liability and severability of interest's clause.

The policy must provide the Licensor with 30 days notice of cancellation or material change and must add the Licensor as an additional insured but only with respect of the Licensee's obligations and operations as set out in the this Agreement.

- (b) "All Risks" property including machinery breakdown insurance in an amount equal to the full replacement value of all property owned by the Licensee or for which the Licensee is legally liable and which has been installed on the leased premises including, without limitation, the System and all chattels, equipment, machinery, furniture, and inventory.

This policy will be endorsed to include the Licensor as a loss payee.

12.2 All Policies of insurance shall:

- (a) be non-contributing with, and will apply only as primary and not as excess to any other insurance available to the Landlord;
- (b) contain a waiver of subrogation rights which the Licensee's insurers may have against the Landlord and against those for whom it is in law responsible.

12.3 The Licensee shall be solely responsible for settling any injury claims with its employees, performers, agents or representatives.

12.4 Upon execution of this Agreement and prior to the rental date(s), the Licensee shall deliver to the Licensor a certificate of Insurance evidencing the insurance required under this agreement. The Certificate shall be addressed to: Manager, Meadowvale Theatre, 6315 Montevideo Road, Mississauga, Ontario, L5N 4G7

DN: *review insurance provisions with Risk Management for additional insurance coverage in the case of a Dangerous Performance*

13.0 INDEMNIFICATION

13.1 General Indemnity: The Licensee shall indemnify and save the Licensor harmless, including the Licensor's elected officials, officers, employees, agents and contractors (the "Indemnified Persons"), from and against any loss, cost and expense incurred by the Licensor because of any demand, action or claim brought against the Licensor as a result of any loss of or damage to personal property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Licensee by its use of the Licensed Premises, or by anyone else permitted on the Licensed Premises by the Licensee or by anyone for whom in law the Licensee is responsible, including any losses or damages which have been caused or contributed to by any breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the Licensor or on the part of anyone for whom the Licensor is in law responsible, by their presence upon the Licensed Premises, the condition or state of repair of the Licensed Premises and the breach of any of the provisions of this Agreement by the Licensor, excluding any negligence on the part of the Licensor, its or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

13.2 Intellectual Property and Copyright: The Licensee shall defend, at its expense, any action brought against the Licensor and the Indemnified Persons to the extent that the action is based on a claim that the Performance (or any part thereof) infringes any third-party's intellectual property rights including, without limiting the generality of the foregoing, copyright, trade secret, patent or dramatic rights and the Licensee shall indemnify and hold

the Licensor harmless with respect to all resulting court costs, damages or settlements awarded against the Licensor provided that:

- (a) the Licensor notifies the Licensee of any matter in respect of which the foregoing may apply and of which the Licensor has knowledge; and
- (b) the Licensee has sole control over the defence, settlement or compromise of any such action.

14.0 ACCESS AND PARKING

14.1 The Licensor agrees that during the Performance the Licensee, its agents, employees, contractors, attendees shall have the use of the parking and access lands as defined in the Ground Lease dated September 1, 1987 between the Licensor and the Peel Board of Education (the "Lease") subject to the terms and conditions thereof. The Lease may be examined at the office of the City Clerk at City Hall. The Licensee hereby waives notice of the provisions of the Lease.

15.0 TICKET SALES

15.1 All tickets of admission shall be ordered through the Meadowvale Theatre on behalf of and at the expense of the Licensee in such form as approved by the Manager. Tickets shall be printed by the Licensor.

15.2 The Licensee agrees that the Licensor shall have the exclusive right to sell tickets for the Performance unless other arrangements are approved by the Manager. All advertising and promotion for the Performance shall specify that tickets therefore will be sold only at the box office at the Meadowvale Theatre, at other locations specified by the Licensor if applicable and online through the Meadowvale Theatre's website. All cheques and money orders presented in payment for tickets shall be made to the Corporation of the City of Mississauga.

15.3 The Licensee agrees that the Licensor may at its option collect the amounts due under this Agreement or any part thereof out of the receipts, if any, from the sale of tickets or subscriptions at the box office of the Meadowvale Theatre or online and said receipts are hereby assigned by the Licensee to the Licensor to the extent of the amounts to be paid by the Licensee under this Agreement which may at any time be due and unpaid to the Licensor.

15.4 In the receipt and disbursement of funds, whether the same are received through the box office or otherwise, the Licensee acknowledges that the Licensor shall not be responsible to the Licensee or any other person for any loss or shortage in such funds unless caused by the gross neglect or bad faith of the Licensor.

15.5 There shall be reserved to the Meadowvale Theatre 4 (four) seats for each Performance, the selection of which shall be at the sole discretion of the Manager. The Licensor hereby covenants and agrees to pay for those reserved seats only in the event of a capacity audience and if those seats have been used by the Licensor.

15.6 Any cheques and money orders accepted for payment by the Licensor are accepted at the risk of the Licensee. The Licensee shall remain responsible for full payment of License Fees regardless of any dishonour of any cheques or money orders for any reason.

16.0 PROGRAMMES, CONCESSION

16.1 The Licensor shall have the exclusive right to take photographs for its own records, but the Licensee shall not do so without the written consent of the Licensor.

16.2 The Licensor, or its authorized concessionaire, shall have the exclusive right to sell or rent any and all merchandise, food beverages and services during the Term of this Agreement. The Licensee may sell merchandise during the Performance with the permission of the Manager in which case the the Licensor shall receive % of gross sales. Such sales are subject to any applicable Provincial and Federal taxes for which the Licensee is liable for declaration and submission. The Licensee may prepare and distribute through the Licensor's approved distribution channels, a souvenir programme or libretto.

DN (*insert amount after "receive"*)

17.0 SOCIETY OF COMPOSERS, AUTHORS, AND MUSIC PUBLISHERS OF CANADA (SOCAN) AND RE: SOUND

17.1 The Licensee is responsible for all payments required to be made to SOCAN and RE: Sound as a result of the use of the Licensed Premises.

17.2 The Licensee shall be responsible for the payment of any other applicable royalties, license fees, performing rights fees and similar payments that may be required in connection with the use of the Licensed Premises.

17.3 The fees for the items outlined in Sections 17.1 and 17.2 shall be invoiced to the Licensee as part of the Settlement.

18.0 ADVERTISING

18.1 On receiving the prior written consent of the Manager, the Licensee may distribute and post advertising and promotional materials for the Performance at the Licensee's sole cost and expense. All advertising must comply with the Licensor's Placing Advertisement with the City Policy 03-09-01, as may be amended from time to time.

19.0 RULES AND REGULATIONS

19.1 The Licensee further covenants and agrees to observe and abide by the rules and regulations governing the use of the Licensed Premises as from time to time adopted, a copy of which rules and regulations are attached hereto and made a part hereof. The Licensed Premises and the keys thereof shall be at all times under the charge and control of the Manager. The Licensee shall not commit or permit any waste or nuisance to occur upon the Licensed Premises. The Licensee agrees not to use the Licensed Premises in a manner that interferes with the use and enjoyment of other occupants of the Licensed Premises or the occupants of the abutting school. The Licensee shall not in any way obstruct or interfere with the rights of other occupants of premises in the building or injure or annoy them.

20.0 LAWFUL COMPLIANCE

20.1 The Licensee shall comply and secure compliance at its own expense with all laws of Canada and of the Province of Ontario all by-laws of the Licensor and of all other authorities and all rules and requirements of the police and fire departments or other governmental authorities, and shall obtain and pay for all necessary permits and licenses, and shall not do, or permit to be done anything on the Licensed Premises in violation of any such laws, by-laws, rules or requirements, and if, upon the attention of the Licensee being called to any such violation on the part of the Licensee or of any person employed by or admitted to the Licensed Premises by the Licensee, the Licensee fails to comply with any of these rules and regulations, the Manager may discontinue the Performance until such times as satisfactory compliance is assured.

21.0 LOSS OR DAMAGE

21.1 The Licensor shall not be liable for death or injury or damage to property or equipment of the Licensee or of others located in the Licensed Premises, nor for the loss of or damage to any property or equipment of the Licensee or of others by theft or otherwise from any cause whatsoever, save and except for negligence on the part of the Licensor, its or their employees, agents or contractors, which causes or contributes to any such injury, damage or loss.

22.0 FORCE MAJEURE

22.1 Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, inability to procure services or materials, power failure, riots, civil unrest, insurrection, sabotage, invasion, rebellion, military or usurped power, war or acts of war, acts of God or any other reason whether of a like nature which is not the fault of the party delayed in performing work or doing acts

required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

23.0 COMPLIANCE WITH LAWS

23.1 During the term of this Agreement, the Licensee shall comply with all statutes, by-laws, rules, regulations and other requirements of any competent government authority with jurisdiction over the Licensed Premises.

24.0 WAIVER

24.1 Any condoning, excusing or overlooking by either party of any default, breach or non-observance with respect to any covenant, proviso or condition herein contained shall not operate as a waiver of the Licensor's or Licensee's rights hereunder in respect of any further or subsequent default, breach or non-observance of any covenant, proviso or condition.

25.0 DELIVER UP POSSESSION

25.1 At the expiration of this Agreement, the Licensee shall peaceably and quietly yield up and deliver up possession of the Licensed Premises to the Licensor. The Licensee shall also remove all of its equipment, fixtures and property, including stage settings, scenery, and decorations brought onto the Licensed Premises by anyone in connection with this Agreement immediately following its termination. If the Licensee fails to do so then the Licensor shall arrange for removal of such property at the Licensee's expense.

26.0 NOTICES

26.1 Any demand, notice or communication to be provided hereunder shall be in writing and may be given by personal delivery, by prepaid first class mail or by fax transmission, addressed to the respective parties as follows:

To The Licensor:

The Corporation of the City of Mississauga
Meadowvale Theatre
6315 Montevideo Road
Mississauga, Ontario, L5N 4G7
Attention: Manager, Meadowvale Theatre
Telephone: (905) 615-4720 ext. 2594
Facsimile: (905) 615 4721

To The Licensee: **[INSERT CONTACT INFORMATION]**

Contact Person:
Address:
Telephone
Facsimile:

DN (*insert information above*)

or to such other address or fax number as any party may from time to time notify the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof. If given by fax transmission, on the same day as the date of faxing provided that a fax transmission report is generated and retained. In the case of a demand, notice or communication addressed to more than one party, on the day upon which actual delivery thereof has been completed to all such parties. Any notice sent by prepaid first class mail as aforesaid shall be deemed to have been delivered on the fifth (5th) business day (excluding Saturdays, Sundays and Statutory Holidays) following the date of mailing thereof provided that postal services have not been interrupted, in which case notice shall only be given by personal delivery or fax transmission as aforesaid.

27.0 TIME OF THE ESSENCE

27.1 Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.

28.0 SEVERABILITY

28.1 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

29.0 GOVERNING LAW

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

30.0 ASSIGNMENT AND SUBLETTING

30.1 This Agreement shall not be assigned by the Licensee without the prior written consent of the Licensor, which consent may be unreasonably withheld or delayed.

30.2 The Licensee shall not sublicense any portion of the Licensed Premises without the prior written consent of the Licensor, which consent may be unreasonably withheld or delayed.

31.0 NOTICE OF LICENSE

31.1 The Licensee acknowledges that a copy of this Agreement and/or a document providing notice of this Agreement, whether in electronic format or not, may not be registered by the Licensee against title to the Meadowvale Theatre.

32.0 ADDITIONAL CONSIDERATIONS

32.1 The parties shall sign such further or other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence. Do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

3.0 ENTIRE AGREEMENT

32.2 This Agreement, including any Schedules attached hereto, shall constitute the entire agreement between the parties concerning the transaction contemplated hereby. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

33.0 SUCCESSORS

33.1 All rights and liabilities herein granted to or imposed on the respective parties hereto extend to and bind the successors and assigns of the Licensor and the heirs, executors, administrators and permitted successors and assigns of the Licensee, as the case may be.

34.0 SURVIVAL OF TERMS

34.1 All obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in effect beyond any expiration or termination.

35.0 CURRENCY

35.1 Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

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36.0 HEADINGS FOR CONVENIENCE ONLY

36.1 The division of this Agreement into Articles and sections is for convenience only and shall not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized signing officers who have either asserted their authority to execute this Agreement or affixed their appropriate corporate seal and have hereunto set their hands and seals.

DN *(remove above line and replace with "IN WITNESS WHEREOF the parties have duly executed this Agreement" if an individual and not a corporation is signing).*

THE CORPORATION OF THE CITY OF MISSISSAUGA

Name:
Title:

Name:
Title:

Authorized by By-law No.

DN *(City to sign after the Licensee signs)*

[INSERT NAME OF COMPANY OR INDIVIDUAL]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

1. I have read, understand and voluntarily agree to the terms and conditions of this Agreement.

OR

2. I/We have authority to bind the Corporation.

DN *(use "1" if the Licensee is an individual and use "2" if the Licensee is an incorporated business).*



Corporate Report

Clerk's Files
Originator's Files

DATE: March 2, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

FROM: Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

SUBJECT: **2011 Statement of Remuneration and Expenses**

GENERAL COMMITTEE
MAR 21 2012

RECOMMENDATION: That the 2011 Statement of Remuneration and Expenses detailed in Appendix 1 attached to the report dated March 2, 2012 from the Commissioner of Corporate Services and Treasurer be received.

BACKGROUND: In accordance with the *Municipal Act 2001*, S.O. 2001, C.25, Section 284, a statement of remuneration and expenses paid to Members of Council, local boards and committees in the preceding year must be submitted to Council. The remuneration and expenses paid are in accordance with City of Mississauga By-law 511-2002.

Under the Municipal Act, a Business Improvement Area is a board of management and therefore considered a local board of the municipality and must be included in this report to Council.

Only members of local boards and committees that received payment in the form of remuneration and/or expenses in 2011 are listed in this report. All other committee or board members not in receipt of compensation were excluded.

FINANCIAL IMPACT: All members of Council expenditures are within the budgets approved for 2011.

CONCLUSION: Appendix 1 itemizes the 2011 remuneration and expenses of the Mayor, Members of Council, and members of local boards and committees, that are appointed by Council, including Enersource Corporation.

Remuneration and expenses have been included for Streetsville and Port Credit Business Improvement Areas. Clarkson Business Improvement Area had no remuneration or expenses to report for 2011.

This summary does not include remuneration paid by the Region of Peel. This information is published separately by the Region of Peel.

This report and the 2011 Mayor and Members of Council Expenditure Statements will be posted on the City's website following receipt of this report by Council.

ATTACHMENTS: Appendix 1: 2011 Statement of Remuneration and Expenses



Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

Prepared By: Mark Beauparlant, Manager, Corporate Financial Services

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

MEMBERS OF COUNCIL

		TOTAL SALARY	FRINGE BENEFITS	CAR ALLOWANCE	NEWSLETTER EXPENSES		CONSTITUENCY EXPENSES	
					ACTUAL*	BUDGET	ACTUAL	BUDGET
	McCallion, H.	Mayor	136,640.92	5,520.50	0.00	0.00	49,444.05 **	51,800.00
***	Corbasson, C.	Ward 1	0.00	4,940.54	0.00	0.00	0.00	0.00
	Tovey, J.	Ward 1	81,614.00	18,219.76	17,304.00	7,000.00	10,338.18	19,800.00
	Mullin, P.	Ward 2	81,614.00	18,630.75	17,304.00	4,772.00	6,040.43	19,800.00
***	Prentice, M.	Ward 3	0.00	4,940.54	0.00	0.00	0.00	0.00
	Fonseca, C.	Ward 3	81,614.00	18,219.76	17,304.00	6,068.03	13,000.11	19,800.00
	Dale, F.	Ward 4	81,614.00	18,630.75	17,304.00	6,531.14	7,036.13	19,800.00
	Adams, E.	Ward 5	31,390.00	8,193.98	7,210.00	0.00	3,893.76	11,800.00
	Crombie, B.	Ward 5	22,600.80	4,694.80	4,687.00	2,066.88	7,573.45	8,000.00
***	Parrish, C.	Ward 6	0.00	1,347.42	0.00	0.00	0.00	0.00
	Starr, R.	Ward 6	81,614.00	17,110.96	17,304.00	0.00	17,841.87	19,800.00
	Iannicca, N.	Ward 7	81,614.00	18,630.75	17,304.00	5,609.85	16,841.48	19,800.00
	Mahoney, K.	Ward 8	81,614.00	18,630.75	17,304.00	5,635.31	15,240.53	19,800.00
	Saito, P.	Ward 9	81,614.00	18,630.75	17,304.00	7,000.00	14,392.40	19,800.00
	McFadden, S.	Ward 10	81,614.00	18,630.75	17,304.00	6,983.84	18,161.05	19,800.00
	Carlson, G.	Ward 11	81,614.00	18,630.75	17,304.00	5,487.11	15,521.90	19,800.00

* Councillors' First Newsletter limited to \$7,000. Spending in excess of this amount funded through Constituency Expense budget.

** Includes vehicles expenses (lease, fuel, maintenance, license and insurance) of \$10,528.68

*** Benefit coverage costs in accordance with members of Council Remuneration By-law (#05-11-2002).

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

ENERSOURCE CORPORATION - CITY APPOINTED DIRECTORS

	HONORARIUMS	MEETING PER DIEM	EXPENSES
Beasley, G.	16,152.99		3,047.46
Imam, H.	16,152.99		1,195.00
Loberg, N.	43,074.63		2,505.32
MacCallum, R.	16,152.99		200.00
Mahoney, K.		3,500.00	200.00
McCallion, H.			200.00
Saito, P.		3,500.00	200.00
Starr, R.		2,500.00	200.00

COMMITTEE OF ADJUSTMENT - CITY APPOINTED MEMBERS

	MEETING PER DIEM	MILEAGE	FRINGE BENEFITS	CONFERENCE / MEMBERSHIP EXPENSES
Bennett, R.	9,800.00	1,960.00	229.32	110.00
Butt, B.	2,800.00	560.00	178.56	
Dahonick, L.	6,600.00	1,320.00	455.12	110.00
George, D.	9,400.00	1,880.00	219.96	110.00
Kennedy, D.	6,000.00	1,200.00	403.45	110.00
Maloney, G.	3,200.00	640.00	205.02	
Patrizio, S.	9,200.00	1,840.00	601.92	110.00
Robinson, J.	5,400.00	1,080.00	358.44	110.00
Thomas, J.	8,600.00	1,720.00	201.24	110.00
Vun, C.	2,800.00	560.00	178.56	

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

ACCESSIBILITY ADVISORY COMMITTEE - CITY APPOINTED MEMBERS

	MILEAGE EXPENSES
Barnes, G.	48.00
Beavis, K.	13.53
Chafe, C.	127.23
Husain, N.	36.00
Khedr, R.	38.00
Lowe, C.	90.00
MacEachern, C.	59.70
Taddeo, M.	24.00
Wilkinson, A.	84.19

TRAFFIC SAFETY COUNCIL - CITY APPOINTED MEMBERS

	MILEAGE EXPENSES	CONFERENCE / SEMINAR EXPENSES
Brown, D.	200.42	
Fryers, D.	640.14	
Goegan, L.	562.87	1,088.30
Lethbridge, E.	149.38	1,096.40
Raakman, D.	156.30	
Relf, H.	57.60	
Swedak, B.	1,597.75	1,083.62
Westbrook, P.	1,994.86	

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

HERITAGE ADVISORY COMMITTEE - CITY APPOINTED MEMBERS

	MILEAGE EXPENSES	CONFERENCE/ SEMINAR EXPENSES
Dodaro, D.		221.82
Hu, B.	30.43	
Mateljan, R.		796.73
Natalizio, D.	130.42	
Wilkinson, M.		259.31

PROPERTY STANDARDS COMMITTEE - CITY APPOINTED MEMBERS

	MEETING PER DIEM
Jasiniski, T.	300.00
Nanan, S.	300.00
Thomson, S.	200.00
Willchuk, D.	150.00
Zoerb, M.	250.00

ELECTION CAMPAIGN FINANCES COMMITTEE

	MEETING PER DIEM
Chant, W.	200.00
Chung, R.	250.00
Do, R.	250.00
Rokerya, R.	250.00
Nulla, M.	250.00

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

MISSISSAUGA APPEAL TRIBUNAL

	MEETING PER DIEM
Chung, R.	400.00
Laverriere, L.	300.00
Lyn, L.	400.00
Rokerya, R.	400.00
Ross, L.	400.00

BUSINESS IMPROVEMENT ASSOCIATION - PORT CREDIT

	TOTAL SALARY	MILEAGE EXPENSES	CONFERENCE
Bozzo, J.			553.00
Edwards, C.			553.00
Insley, D.			553.00
Klinnert, M.		30.00	553.00
Laidlow-Moreira, B.	29,976.75	106.00	
McPhee, J.			553.00
Morewood, M.			553.00
Timms, E.	61,875.09	468.60	553.00

BUSINESS IMPROVEMENT ASSOCIATION - CLARKSON

	TOTAL SALARY	MILEAGE EXPENSES	CONFERENCE
May, A.			485.87

**MEMBERS OF COUNCIL AND COMMITTEES
FOR THE CITY OF MISSISSAUGA
STATEMENT OF REMUNERATION AND EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2011**

BUSINESS IMPROVEMENT ASSOCIATION - STREETSVILLE

	TOTAL SALARY	MILEAGE EXPENSES
Baddeley, L.	12,018.79	
Donaldson, P.	30,174.65	289.13
Bunting, K.	27,190.00	
Viola, K.	3,475.96	
Yeomans, S	12,138.33	
Muldoon, L	7,000.00	278.91
Viola, K.	3,475.96	

Prepared by: Daniela Giansante / Donna Spezza
Corporate Services Department
Finance Division



Corporate Report

Clerk's Files

Originator's Files

PO.13.CIT

DATE: March 8, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

GENERAL COMMITTEE
MAR 21 2012

FROM: Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

SUBJECT: **Lease Extension and Amending Agreement with Morguard Corporation and MCC Ontario Limited for office space located at 201 City Centre Drive (Ward 4)**

RECOMMENDATION: That a by-law be enacted authorizing the Commissioner of Corporate Services and Treasurer and the City Clerk to execute a Lease Amending Agreement, or any other form of agreement as deemed appropriate by City Solicitor, including all documents ancillary thereto, between Morguard Corporation and MCC Ontario Limited as Landlord and the Corporation of the City of Mississauga as Tenant, for the leasing of additional office space and, the extension of the term of the existing office space at 201 City Centre Drive, subject to the terms and conditions outlined in Appendix 1 attached hereto, and/or any other terms deemed acceptable to the City Solicitor.

BACKGROUND: In 2007, City staff determined that additional office space was required to accommodate the growth needs of various departments within the City. Subsequently, the leasing of additional space was approved by Council in the 2007 budget.

A Request for Proposal was conducted and three qualified proposals were received. Based on staff evaluation, the proposal submitted by Morguard Corporation and MCC Ontario Limited for the space at 201 City Centre Drive was selected.

With the adoption of By-law 0278-2007 on July 4, 2007, City Council approved the acceptance of the Offer to Lease and Financial Proposal by Morguard Corporation and MCC Ontario Limited (the "Landlord") and authorized the City to enter into a Lease Agreement with the Landlord, subject to satisfactory negotiations of the terms and conditions and, the approval of the City Solicitor as to the form and content of any agreements, instruments and/or documents.

Subsequently, a Lease Agreement and a Lease Amending Agreement were signed for a term of five (5) years commencing on April 1, 2008 and expiring on March 31, 2013, with an option to extend for a further term of five (5) years.

The leased premises comprise the following:

Suite 700 – 13,913 square feet of rentable area
Suite 800 – 20,345 square feet of rentable area
Suite 900 – 20,348 square feet of rentable area
Total: 54,606 square feet of rentable area

The lease allows the City to enjoy the use of 171 surface parking stalls at no additional charge, except for a one-time deposit of \$35 plus applicable taxes that is required for each transponder.

The annual basic rent is \$12.50 per square foot of rentable area and, in addition, the City is responsible for the payment of its proportionate share of operating costs and hydro. The 2012 estimated operating and hydro costs are \$9.60 per square foot and \$2.95 per square foot respectively. The annual basic rent payable is \$682,575.00, and the City's proportionate share of operating costs and hydro is estimated to be a total of \$685,305.30. The leased premises are exempted from payment of property taxes as these premises are designated as a municipal capital facility.

COMMENTS:

The City's Culture Division operates out of several buildings within the City and the strategy is to consolidate its operations into one location at 201 City Centre Drive. Realty Services approached the Landlord of 201 City Centre Drive and found that suitable space, with approximately 6,523 square feet of rentable area, was available on the second floor, known as Suite 202 of the building.

Given that the lease for the existing space will expire on March 31, 2013 and, that the City will have to exercise its option to extend by the end of June 2012, it is practical and advantageous to negotiate the leasing of the additional space together with the lease extension for the existing space.

Negotiations were conducted with representatives of the Landlord, and the business terms negotiated and agreed to by the Landlord are set out in Appendix 1. The central terms can be summarized as follows:

1. LEASE TERM & BASIC RENT

(A) SPECIFIC TO THE NEW OFFICE SPACE - SUITE 202

Premises: Suite 202 – approximately 6,523 rentable square feet, subject to final measurement by the Building's architect in accordance with BOMA 1996 standards;

Term: Seven (7) months commencing September 1, 2012 and ending on March 31, 2013;

Basic Rent: \$10.75 per rentable square foot per annum.

(B) RELATING TO THE LEASE EXTENSION:

Premises: Suite 202 – approximately 6,523 rentable square feet, subject to measurement by the Building's architect in accordance with BOMA 1996 standards;

Suite 700 – 13,913 square feet;

Suite 800 – 20,345 square feet;

Suite 900 – 20,348 square feet;

Term: Five (5) Years commencing on April 1, 2013 and ending on March 31, 2018;

Basic Rent: \$13.50 per rentable square foot per annum.

2. RENT FREE PERIOD:

During a 5 month rent free period from April 1, 2013 to August 31, 2013, the Tenant shall not be required to pay Basic Rent, Operating Costs, Realty Taxes and Utilities on any of the Leased Premises, including Suites 202, 700, 800 and 900.

3. ADDITIONAL RENTAL RATE:

The total estimated Additional Rent for Suite 202 for 2012 is based on \$15.39 per square foot per year. The components are as follows:

- (a) the proportionate share of Operating Costs \$9.60 per sq. ft.
- (b) the proportionate share of realty taxes \$2.84 per sq. ft.
- (c) the proportionate share of hydro \$2.95 per sq. ft.

Notwithstanding the lease provisions for payment of realty taxes by the Tenant, the parties acknowledge and agree that the premises constitute a "municipal capital facility" as defined by Section 110 of *Municipal Act, 2001* as amended. Subject to the enactment of a City by-law, in accordance with s.110 of the *Municipal Act, 2001*, exempting the demised premises from taxation for municipal and school purposes, and, following the respective assessment roll and tax bill amendments (essentially exempting the Landlord from that tax burden), the Landlord will not charge back realty taxes back to the City of Mississauga from that point forward and will make the necessary backdated adjustments accordingly (to be reviewed on an annual basis).

On completion of the Lease Amending Agreement, staff will initiate the process to include all the Leased Premises as municipal capital facilities in a by-law to exempt them from property taxes.

4. LANDLORD'S WORK

The Landlord is responsible to:

- (a) Construct and finish the demising wall(s) of Suite 202; and
- (b) Replace any damaged carpet tiles of Suite 202. If the Landlord does not have the existing carpet tiles the Landlord will replace any damaged carpet tiles with a tile chosen by the Tenant from the Landlord's samples.

Subject to delays beyond the Landlord's control, the Landlord shall substantially complete all of the work outlined above prior to September 1, 2012. If the work is not substantially completed prior to that date, the Commencement Date of the lease of the New Space, and liability for payment of Rent for the New Space, shall be postponed until substantial completion of the work, as reasonably determined by the Landlord. If possible and requested by the Tenant, the Landlord shall permit the Tenant to perform its improvements contemporaneously with the Landlord's work in the Leased Premises.

The Landlord agrees to provide a turnkey to the New Space, at the cost of the Tenant, in accordance with the space plan approved by the Landlord and Tenant. Leasehold Improvements estimated to cost \$726,000 are needed to fit out the New Space to meet the needs of Culture Division.

5. PARKING

During the Term commencing from September 1, 2012 and, including the extension ending March 31, 2018, in addition to the existing 171 parking stalls being used by the Tenant through the existing Lease, the Tenant shall have the use of an additional twenty (20) parking stalls at no monthly charge, however, a one time deposit of \$35 plus applicable taxes is required for each transponder.

FINANCIAL IMPACT: The recommended proposal is based on an annual rent of \$10.75 per square foot for the additional space for the period between September 1, 2012 to March 31, 2013 and, \$13.50 per square foot thereafter for all of the leased space, which includes the additional and existing space, for the five year extension period between April 1, 2013 to March 31, 2018. Operating cost and utilities for 2012 are estimated to be \$12.55 per square foot. The leased premises will be exempted from payment of property taxes based on the municipal capital facility designation.

The total cost of occupancy is modified by the fact that the proposal includes a tenant inducement of five (5) month gross rent free from April 1, 2013 to August 31, 2013, which includes both basic rent, operating costs and utilities.

The total cost of occupancy for this recommended proposal is outlined in Appendix 2 attached.

The estimated occupancy cost includes basic rent, operating costs and utilities, net of property taxes.

The 2012 rent expenditure for the additional space, estimated to be \$50,661.97, is funded in the Building Rental budget for 201 City Centre Drive, Account Number 22022-715405.

Funding required for the rental space at 201 City Centre Drive will be included in the annual budgets for 2013 to 2016 inclusive.

In addition, an estimated \$726,000 is required to fit out the additional space to meet the needs of Culture Division to be located there. Funding for these improvements is provided for in the approved Capital Budget (PN11744).

CONCLUSION:

In order to consolidate the operations of the Culture Division, it is necessary to lease additional space at 201 City Centre Drive, where other City departments are currently located. Taking into consideration that the City must exercise its option to extend the lease for the existing space by the end of June 2012, it is practical and advantageous to negotiate and finalize the lease extension for the existing rental space in this building at the same time.

ATTACHMENTS:

Appendix 1: Terms and Conditions of the Proposal

Appendix 2: Table outlining Total Cost of Occupancy



Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

Prepared By: Stephen Law, Project Leader

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Proposed Terms and Conditions

For Space

201 City Centre Drive, City of Mississauga

1. LEASE TERM & BASIC RENT

(A) SPECIFIC TO THE NEW OFFICE SPACE - SUITE 202

PREMISES

Suite 202 – Approximately 6,523 rentable square feet (BOMA 1996)

The exact location and area of the Premises shall be measured and confirmed by the Building's architect in accordance with B.O.M.A. 1996 standards and adjusted accordingly.

The Landlord shall provide the Tenant's architect with an area certificate of the Premises to verify area calculation prior to the Term Commencement.

The Term and Basic Rent of the lease shall be as follows:

Seven (7) months commencing September 1, 2012 and ending on March 31, 2013 - \$10.75 per rentable square foot per annum;

(B) RELATING TO THE LEASE EXTENSION:

PREMISES

Suite 202 – Approximately 6,523 rentable square feet (BOMA 1996), subject to adjustment in accordance with Section 1(a) of this Proposal to Lease

Suite 700 – 13,913 square feet

Suite 800 – 20,345 square feet

Suite 900 – 20,348 square feet

The Term and Basic Rent of the extended lease shall be as follows:

5 Years: Commencing on April 1, 2013 and ending on March 31, 2018 - \$13.50 per rentable square foot per annum;

2. RENT FREE PERIOD:

During the 5 month rent free period from April 1, 2013 to August 31, 2013, the Tenant shall not be required to pay Basic Rent, Operating Costs, Realty Taxes and Utilities on the following Premises:

- Suite 202 – Approximately 6,523 rentable square feet (BOMA 1996)
- Suite 700 – 13,913 square feet - 5 years (BOMA 1996)
- Suite 800 – 20,345 square feet - 5 years (BOMA 1996)
- Suite 900 – 20,348 square feet - 5 years (BOMA 1996)

3. ADDITIONAL RENTAL RATE

The total estimated Additional Rent for the year 2012 is \$15.39 per square foot per annum. The components are as follows:

- (a) the Tenant's proportionate share of Operating Costs \$9.60 per square foot
- (b) the Tenant's proportionate share of realty taxes \$2.84 per square foot
- (c) the Tenant's proportionate share of hydro \$2.95 per square foot

The Tenant shall have the right to audit the Landlord's detailed statement of Additional Rent on an annual basis as per the Lease.

Notwithstanding any term or provision in the lease regarding the payment of realty taxes by the Tenant, the parties hereby acknowledge and agree that the demised premises constitute a "municipal capital facility" as defined by section 110 of *Municipal Act, 2001* as amended. In the event a municipal by-law is enacted by The Corporation of the City of Mississauga, in accordance with s.110 of the *Municipal Act, 2001*, as amended, exempting the demised premises from taxation for municipal and school purposes, and the demised premises are thus exempt from taxation in accordance with said by-law, and, that upon the respective assessment roll and requisite tax bill amendments being in place (essentially exempting the landlord from that tax burden), the Landlord will not charge back realty taxes back to the City of Mississauga from that point forward and will make the necessary backdated adjustments accordingly (to be reviewed on annual bases).

4. USE

The Leased Premises shall be used solely for the purpose of a general administrative office space for varying administrative staff groups and departments of the Tenant without access by the general public (except for visitors in the normal course of business) and for no other purpose. The Leased Premises shall not be used for any use prohibited by Article 5.00 or Section 9.05 of the Lease.

5. "AS IS"

The Leased Premises shall be delivered by the Landlord to the Tenant on an "AS IS" basis and the Landlord shall not be required to do any work prior to delivering possession of the Leased Premises to the Tenant except as outlined in Landlord's Work herein. Any other changes to the Leased Premises required by the Tenant will be performed in accordance with clause 7.04 of the Lease and shall be completed at the Tenant's sole expense.

6. LANDLORD'S WORK

(1) Construct and finish the demising wall(s) of Suite 202; and

(2) Replace any damaged carpet tiles of Suite 202. If the Landlord does not have the existing carpet tiles the Landlord will replace any damaged carpet tiles with a tile chosen by the Tenant from the Landlord's samples.

Subject to delays beyond the Landlord's control, the Landlord shall substantially complete all of the work outlined above prior to September 1, 2012. If the work is not substantially completed prior to that date, the Commencement Date of the New Space and liability for payment of Rent for the New Space shall be postponed until substantial completion of the work, as reasonably determined by the Landlord. If possible and requested by the Tenant, the Landlord shall permit the Tenant to perform its improvements contemporaneously with the Landlord's work in the Leased Premises.

7. TURNKEY IMPROVEMENT

The Landlord agrees to provide a turnkey to the New Space at the sole cost of the Tenant, which cost shall include working drawings, materials, labour, demolition, the cost of securing required permits and a reasonable charge for supervision. Leasehold improvements shall be installed according to a preliminary space plan, approved by the Landlord and Tenant. Provided that the Lease Amending Agreement has been fully executed by the Tenant and the Landlord and subject to the provisions of the Lease and the Lease Amending Agreement, the Landlord shall construct and complete the New Space in a good and workmanlike manner and make all reasonable efforts to substantially complete the Leased Premises by the commencement dates as outlined in Section 1(a) of this Proposal to Lease.

The Landlord will tender the construction portion of the leasehold improvements to a minimum of 3 General Contractors who are on the Landlord's pre-qualified Contractor listing. The Tenant shall have the right to review the Landlord's pre-qualified contractor list before the construction portion of the Leasehold Improvements are tendered and any contractors the Tenant requests to be removed from the tender list for the Tenant's turnkey requirements, the Landlord shall remove before tendering. The project will be awarded on a single contract basis to the most suitable bid which is not necessarily the lowest price. The Landlord shall use commercially reasonable best efforts to achieve the City's construction budget. Turnkey project are subject to a sliding project management fee on the construction costs only. Design, engineering and permits costs are not subject to the fee. The current

sliding scale is 10% on the first \$150,000.00, 5% on the next \$350,000.00 and 2.5% on the balance.

All plans and specifications, details and finishes pertaining to such construction and completion of Leasehold Improvements shall be agreed to by the Tenant prior to the Landlord being obligated to commence the same. The Tenant shall have the option of removing its telecommunications requirements from the turnkey work and to complete its telecommunication work either directly or through its own contractors. The Landlord shall provide the Tenant's telecommunications contractors and personnel non-exclusive access to the Leased Premises during the turnkey construction period and shall cooperate with them to allow them to carry out the Tenant's telecommunications work to the extent same may be conducted at the same time as and reasonably coordinated with and not interfere with or delay the Landlord's turnkey work hereunder. Upon written request by the Tenant, the Landlord agrees to commence working drawings upon sign-off by the Tenant of the final space plan and the Tenant agrees to compensate the Landlord for these costs if the Tenant does not receive council approval.

8. SPACE PLANNING

The Landlord shall provide an allowance to a maximum of \$0.10/sq. ft. for the Tenant's preliminary layout space plan plus one revision. The Landlord will provide this allowance to the Tenant's designer or to the Landlord's designer if the Tenant would like to utilize the services of the building's space planner. The Landlord currently uses Comely Van Brussel Design for space planning services.

9. PARKING

During the Term, in addition to the existing 171 parking stalls being used by the Tenant through the existing Lease, the Tenant shall have the use of an additional twenty (20) parking stalls at no monthly cost; however, a one time deposit of \$35.00 plus applicable taxes is required for each transponder.

10. RIGHT OF FIRST OFFER

The Tenant shall have a Right of First Offer for any space on the 2nd and 7th floors and any further space that becomes available in the Building that is greater than 10,000 square feet of Rentable Area. The Landlord and Tenant shall agree to the exact wording during the negotiation of the Lease Amending Agreement both parties acting reasonably

11. LEASE AMENDING AGREEMENT

It is the intention of the parties that the terms of this Proposal are to be incorporated into a Lease Amending Agreement by the Landlord and delivered to the Tenant within five (5) business days of execution of this Proposal. The Landlord and Tenant agree to use their best efforts to negotiate, finalize and execute the Lease Amending Agreement prior to April 30, 2012.

12. TENANT IDENTIFICATION

The Landlord shall provide Building Standard interior identification on the main lobby directory, elevator lobby and Tenant suite plaque at the Landlord's cost.

13. OTHER TERMS OF THE LEASE

All other terms and conditions of the existing Lease dated August 8, 2007 and Lease Amending Agreement dated February 9, 2009 shall remain the unchanged.

14. TENANT'S CONDITION

This Proposal shall remain conditional until approved by the City of Mississauga City Council. Should the Tenant not waive this Condition on or before April 2nd, 2012 this Proposal shall be null and void. The Tenant may extend this condition by written notice to the Landlord followed by written acceptance of such extension request by the Landlord.

15. REAL ESTATE COMMISSION

The Landlord and Tenant acknowledge that the Terms and Conditions of this Proposal do not include the obligation to pay a real estate commission to any third party real estate broker representing the Tenant.

ANNUAL COST OF OCCUPANCY**a) Rent Costs for Additional Space at 201 City Centre Drive -
Suite 202 for the period September 1, 2012 to March 31, 2013 (6,523 square feet)**

Year	Net Rent	Estimated Taxes, Utilities & Operating Costs ⁽¹⁾	Estimated Property Taxes ⁽²⁾	Estimated Total Costs of Occupancy Net of Property Taxes ⁽³⁾
2012 (Sep. to Dec.)	\$23,374.08 (\$10.75/sq.ft.)	\$33,463.00 (\$15.39/sq.ft.)	(\$6,175.11) (\$2.84/sq.ft.)	\$50,661.97 (\$23.30/sq.ft.)
2013 (Jan. to Mar.)	\$17,530.56	\$25,863.70	(\$4,778.10)	\$38,616.16
Total	\$40,904.64	\$59,326.70	(\$10,953.21)	\$89,278.13

**b) Rent Costs for Total Space Rented at 201 City Centre Drive For Renewal -
April 1, 2013 to March 31, 2018 for Suites 202, 700, 800 & 900 (61,129 square feet)**

Year	Net Rent	Estimated Taxes, Utilities & Operating Costs ⁽¹⁾	Estimated Property Taxes ⁽²⁾	Estimated Total Costs of Occupancy Net of Property Taxes ⁽³⁾
2013 (Apr. to Aug.)	\$0	\$0	\$0	\$0
2013 (Sep. to Dec.)	\$275,080.50 (\$13.50/sq.ft.)	\$323,168.67 (\$15.86/sq.ft.)	(\$59,702.68) (\$2.93/sq.ft.)	\$538,546.49 (\$26.13/sq.ft.)
2014 (Jan. to Dec.)	\$825,241.50	\$999,459.15	(\$184,609.58)	\$1,640,091.07
2015 (Jan. to Dec.)	\$825,241.50	\$1,029,412.36	(\$190,111.19)	\$1,664,542.67
2016 (Jan. to Dec.)	\$825,241.50	\$1,060,588.15	(\$195,612.80)	\$1,690,216.85
2017 (Jan. to Dec.)	\$825,241.50	\$1,092,375.23	(\$201,725.70)	\$1,715,891.03
2018 (Jan. to Mar.)	\$206,310.39	\$281,193.38	(\$51,959.64)	\$435,544.13
Total	\$3,782,356.89	\$4,786,196.94	(\$883,721.59)	\$7,684,832.24

⁽¹⁾ Assume Property Taxes, Operating Costs and Utilities increase by 3% per annum from 2012 estimate thereafter.

⁽²⁾ Property tax exemption for Municipal Capital Facilities

⁽³⁾ Excludes HST



Corporate Report

Clerk's Files

Originator's Files

PO.11.NOR

DATE: March 5, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

FROM: Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

SUBJECT: **Proposed closing of road allowance - part of Northwest Drive south of American Drive, designated as Part 5 on Reference Plan 43R-34303 and Surplus land declaration - part of Northwest Drive designated as Parts 1, 2, 3, 4 and 5 on Reference Plan 43R-34303 (Ward 5)**

GENERAL COMMITTEE
 MAR 21 2012

- RECOMMENDATION:**
1. That a by-law be enacted authorizing the closure of part of the Northwest Drive road allowance, south of American Drive, being comprised of approximately 43.5 square metres (468.23 square feet), and legally described as Part of Lot 6, Concessions 8, East of Hurontario Street, established as public highway by By-law 5466, registered as Instrument BL1008 and designated as Part 5 on a reference plan deposited in the Land Registry Office for the Land Titles Division of Peel (No.43) as Plan 43R-34303, in the City of Mississauga, Regional Municipality of Peel, in Ward 5.
 2. That Parts 1 to 5 on Reference Plan 43R-34303, being comprised of approximately 273.4 square metres (2,942.85 square feet), be declared surplus to the City's requirements for the purpose of a proposed sale to Metrolinx in connection with the construction of the Airport Rail Link project; and that all steps necessary to comply with the requirements of Section 2.(1) of City Notice By-law 215-08 be taken, including giving notice to the public by

posting a notice on the City of Mississauga's website at least three weeks prior to the execution of an agreement for the sale of the subject lands.

3. That, following Council approval of the road closure and surplus declaration, easements be granted to protect the existing services and utilities within Parts 1 to 5 on Reference Plan 43R-34303.

BACKGROUND:

Metrolinx, in connection with the design and construction of Airport Rail Link (ARL) project, requested to purchase two small parcels of City owned lands at the southern end of Northwest Drive to be used for the of construction of an operation/maintenance bungalow and, an emergency staircase from the elevated tracks.

The two parcels of lands highlighted in Appendix 1 comprise:

- a) Parts 1 to 4 on Reference Plan 43R-34303 which was part of original road allowance located at the southern end of Northwest Drive, previously closed by By-law 8137, registered as Instrument No. VS124286, containing an area of approximately 229.9 square metres (approx. 2,474.6 square feet) and;
- b) Part 5 on Reference Plan 43R-34303 is an untravelled portion of Northwest Drive being proposed to be closed, containing as area of 43.5 square metres (approx. 468.23 square feet).

In accordance with the recommendations outlined under GC-0683-2011 approved by City Council on November 9, 2011, staff was directed to 1) circulate and give notice in preparation for the proposed closure of a portion of municipal road allowance of Northwest Drive; 2) report back to Council seeking authorization to close a portion of Northwest Drive road allowance and to declare the appropriate lands surplus to the requirements of the City; and 3) negotiate the sale of the surplus lands to Metrolinx.

COMMENTS:

Realty Services has completed its circulation and no objections were received to the closure of Part 5 on Plan 43R-34303 and, the surplus declaration of Parts 1 to 5 on Plan 43R-34303.

In addition, a circulation to the Region of Peel and various utility companies has been undertaken and it has been determined that the

Region of Peel will require easement protection over Part 5 and Bell Canada will require easement protection over Parts 1 to 4 prior to the completion of the proposed sale.

Notice of the road closure contemplated in this report has been undertaken in accordance with the requirements of the City Notice By-law 0215-2008, as amended by By-law 0376-2008. Once the closure and surplus declaration are completed, City staff will negotiate the sale of the parcels to Metrolinx.

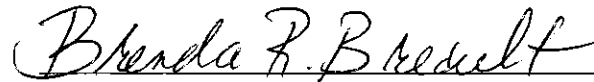
It is anticipated that the sale price of the subject property will not be greater than \$500,000, which is within the limit authorized for the approval and execution of real estate agreements under Real Estate Delegation of Authority By-law 0375-2008. Subsequently, following successful negotiations for the sale of the City-owned lands to Metrolinx, the Agreement of Purchase and Sale and, any other ancillary documents or agreements required, will be executed by the appropriate level of authority as outlined under By-law 0375-2008.

FINANCIAL IMPACT: Not applicable.

CONCLUSION: The subject Northwest Drive road allowance is not required for municipal purposes and can be permanently closed. It is reasonable to declare the lands surplus in order to facilitate a possible sale to Metrolinx in connection with the construction of the Airport Rail Link.

ATTACHMENTS: Appendix 1: Plan showing the portion of Northwest Drive to be closed and declared surplus, Part 5 on Reference Plan 43R-34303 and, that portion of Northwest Drive already closed and declared surplus, Parts 1 to 4 on Reference Plan 43R-34303.

Appendix 2: Approximate location of the portion of Northwest Drive to be closed and lands to be declared surplus (Ward 5).



Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

Prepared By: Stephen Law, Project Leader

200d
Appendix 1
Copy of RP 43R34303
File: P0.11.NCR

SCHEDULE			
PART	LOCATION	P. I. NO.	AREA
1	PART OF THE ROAD ALLOWANCE BETWEEN CONCESSIONS 7 AND 8, EAST OF HURONTARIO STREET (CLOSED BY BY-LAW 8137, INSTRUMENT NO. V5124286)	ALL OF PIN 13262-0008 (L.T.)	1052 m ²
2	PART OF LOT 6, CONN. B, EHS	PART OF PIN 13262-0001 (L.T.)	342.2 m ²
3			0.1 m ²
4			92.4 m ²
5			43.5 m ²

PARTS 2 AND 4 - SUBJECT TO AN EASEMENT AS IN INSTRUMENT NO. R0582630.

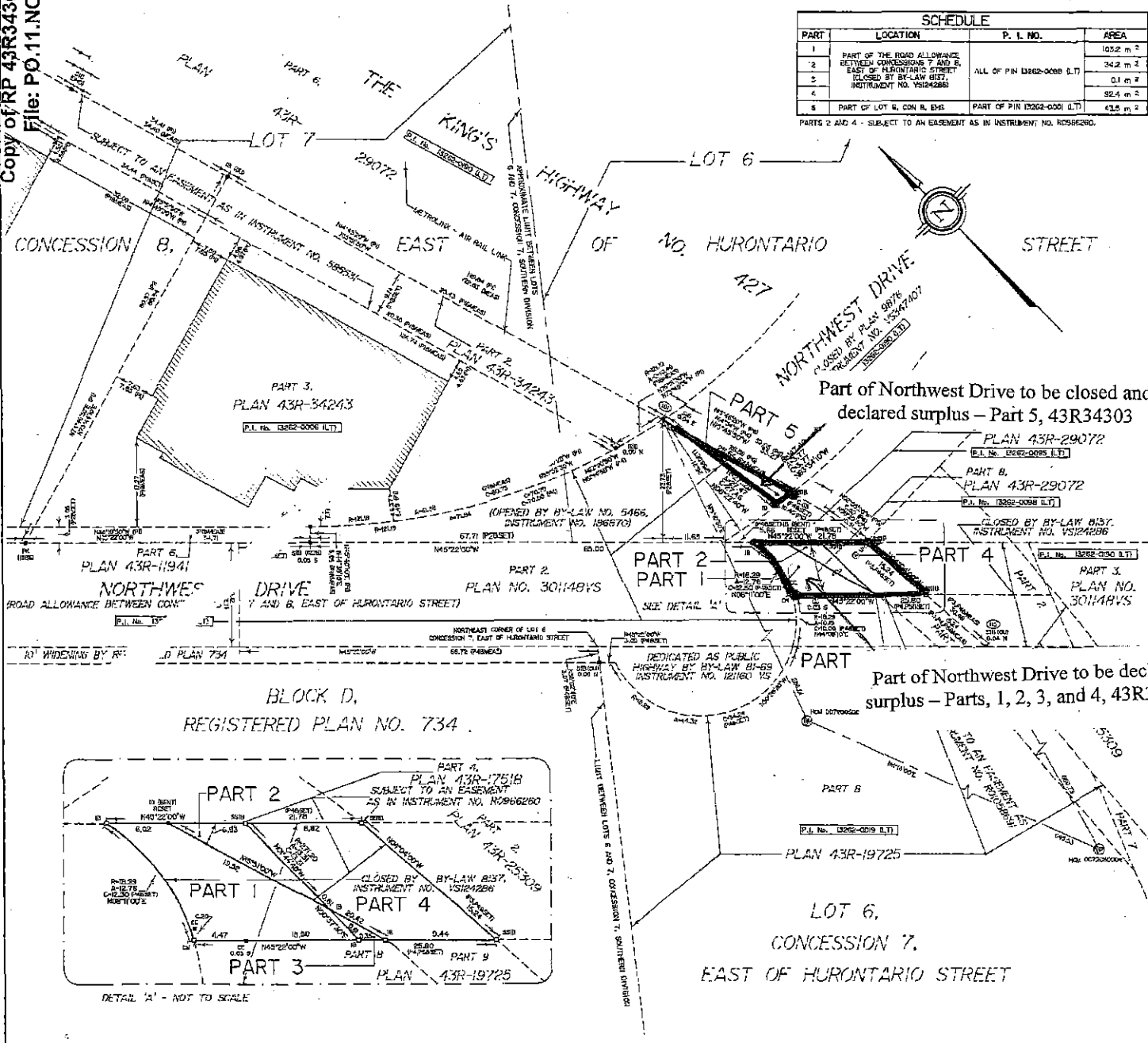
I require this plan to be deposited under the Land Titles Act.

PLAN 43R-34303

Date: Nov. 10 2011
[Signature]
PERSON OF LIC. O.L.S.

Received and Deposited
Date: November 15 2011
[Signature]
K. Cochran
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF PEEL, OOO. 431

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



PLAN OF SURVEY OF
PART OF LOT 6, CONCESSION 8
EAST OF HURONTARIO STREET AND
PART OF THE ROAD ALLOWANCE
BETWEEN CONCESSIONS 7 AND 8,
EAST OF HURONTARIO STREET
(CLOSED BY BY-LAW 8137, INSTRUMENT
NO. V5124286).

(GEOGRAPHIC TOWNSHIP OF TORONTO)
CITY OF MISSISSAUGA
REGIONAL MUNICIPALITY OF PEEL

SCALE 1:500

MMM GEOMATICS ONTARIO LIMITED
ONTARIO LAND SURVEYORS
2011

NOTE

BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE DERIVED FROM GREATER TORONTO AIRPORTS AUTHORITY HORIZONTAL CONTROL MONUMENTS NO. 0072005002 AND NO. 0072005004 AND ARE REFERRED TO THE UTM GRID PROJECTION CENTRAL MERIDIAN 79°30' WEST LONGITUDE, NAD27, 1974 ADJUSTMENT UTM ZONE 17.

POINT ID	NORTHING	EASTING
MM 0072005002	463070.476	61899.514
MM 0072005004	463079.182	61773.601
101	463903.543	61993.470
111	463895.865	61906.722

COORDINATES SHOWN IN THESE PLAN ARE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

DISTANCES HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A CORRECTED SCALE FACTOR 0.99973394.

- ND
- | | |
|---------|-------------------------------|
| DEMONTS | FLUOR |
| DEMONTS | PLANTED |
| DEMONTS | STANDARD IRON BAR |
| DEMONTS | SHORT STANDARD IRON BAR |
| DEMONTS | IRON BAR |
| DEMONTS | MMM GEOMATICS ONTARIO LIMITED |
| DEMONTS | ORIGIN LANDOWN |
| DEMONTS | WITNESS |
| DEMONTS | PLAN 43R-11941 |
| DEMONTS | PLAN 43R-16855 |
| DEMONTS | PLAN 43R-17310 |
| DEMONTS | PLAN P-5040-07 (DUMFRIES) |
| DEMONTS | PLAN P-5074- (2900/95) |
| DEMONTS | PLAN 43R-29072 |

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREIN.
- THE SURVEY WAS COMPLETED ON THE 24TH DAY OF JUNE, 2011.

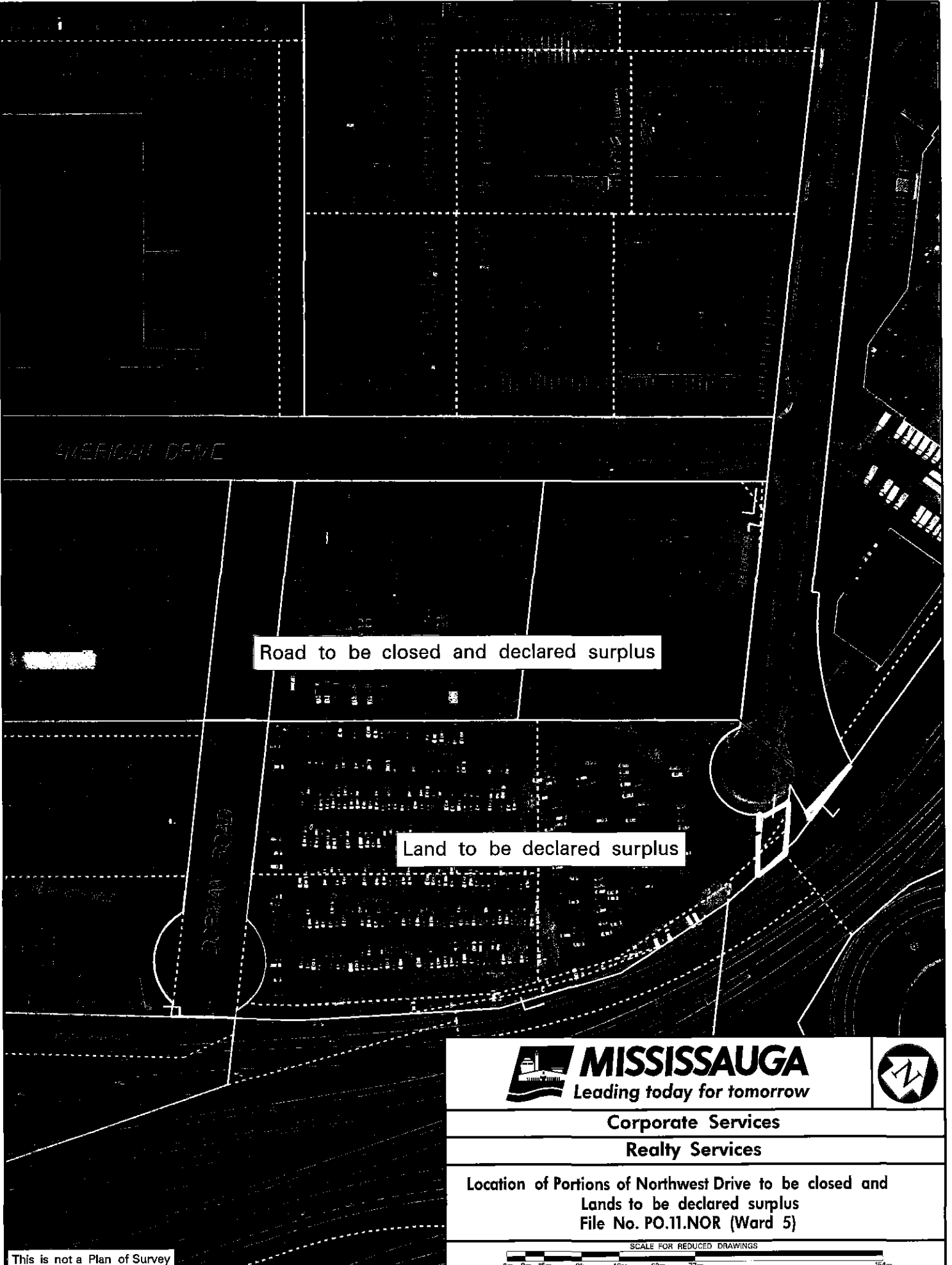
OCT. 29, 2011
DATE

[Signature]
ONTARIO LAND SURVEYOR

MMM Geomatics Ontario Limited Ontario Land Surveyors
Drawing Number: 2111-010-003

Unit 105 - 2410 Meadowlark Boulevard, Mississauga, Ontario, L5N 6S2
Ph: 905-826-4770 Fax: 905-826-3007 email: hpm@mmm.ca Website: www.mmm.ca

Prepared by: AA Date: 09/01/11
Checked by: DL
Job Number: 21-11010-000-011
Map File Name: L2410 Meadowlark APL.dwg 2111010_003 A.dwg
Plot Scale: 1:500
Tab Name: A2



AMERICAN DRIVE

ROBERTSON ROAD

Road to be closed and declared surplus

Land to be declared surplus



MISSISSAUGA
Leading today for tomorrow



Corporate Services

Realty Services

Location of Portions of Northwest Drive to be closed and
Lands to be declared surplus
File No. PO.11.NOR (Ward 5)

SCALE FOR REDUCED DRAWINGS



This is not a Plan of Survey



Corporate Report

Clerk's Files

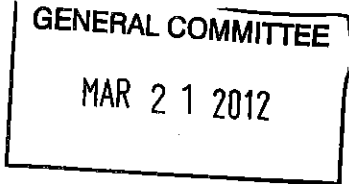
Originator's Files

DATE: March 2, 2012

TO: Chair and Members of General Committee
Meeting Date: March 21, 2012

FROM: Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

SUBJECT: Clerical changes to the General Fees and Charges
By-law 0307-2011



RECOMMENDATION: That a by-law be enacted to amend By-law 0307-2011, the General Fees and Charges By-law to replace Schedule 'A', to correct clerical errors.

BACKGROUND: On November 23, 2011, City Council adopted Budget Committee Recommendation BC-0033-2011 that General Fees and Charges By-law 355-10 be repealed and a new by-law be enacted, effective January 1, 2012 to establish and require payment of various fees and charges.

On December 14, 2011, City Council enacted and passed By-law 0307-2011 being the new General Fees and Charges By-law.

After the passage of By-law 0307-2011, three (3) clerical errors were identified within Schedule 'A' attached to By-law 0307-2011. Within the Revenue & Material Management Section on page 13 of Schedule 'A', the New Account Administration Fee of \$25.00 and the Retrieved and returned post-dated cheques fee of \$35.00 should have been deleted as these fees were amended and listed in the Schedule as well (New Account Administration Fee - \$50 and Cheque Retrieval Fee - \$20). In addition, the Mortgage Company

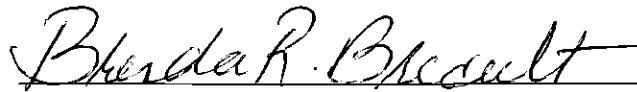
Administration Fee charge, should have read "\$5.00 per account per interim *and* final bill" (the "d" was missing from "and").

CONCLUSION:

Enactment of a by-law to amend By-law 0307-2011 is appropriate to correct clerical errors identified within Schedule 'A' of the By-law.

ATTACHMENTS:

Appendix 1: Draft replacement page 13 to Schedule 'A' to By-law 0307-2011



Brenda R. Breault, CMA, MBA

Commissioner of Corporate Services and Treasurer

*Prepared By: David L. Martin, Manager of Vital Statistics and
Secretary Treasurer- Committee of Adjustment*

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**SCHEDULE "A" TO BY-LAW 0307-2011
CITY OF MISSISSAUGA – FEES & CHARGES BY-LAW**

Appendix 1

Revenue & Material Management	Fee
Tax Receipt	\$20.00 per year
Local improvement details	\$25.00 per tax account
Retrieved and returned post-dated cheques	\$35.00 per cheque
Dishonoured Payment	\$35.00 per cheque
Photocopy of Processed Cheque	\$10.00 per cheque
<u>Tax Certificate:</u>	
Web electronic	\$50.00 per certificate
Mail or expedited	\$75.00 per certificate
New Account Administration Fee	\$25.00
Tax levy and payments information (prior years)	\$50.00 per year
Duplicate Tax Bill	\$20.00 per bill
Tax Statement	\$20.00 per statement
Tax Appeal Application, except 357(1) (d.1)	\$10.00 per application
Tenders/Proposals/Quotes	\$10.00 to \$250.00
Title Search	\$75.00 per title search
Mortgage Company Administration Fee	\$5.00 per account per interim and final bill
Tax Sale Registration	\$1100.00
Tax Sale Final Notice	\$1900.00
Tax Sale of Property	\$7800.00 plus actual incurred advertising costs
Tax Sale Extension Agreement	\$1100.00
Ownership Change Fee	\$30.00
Cheque Retrieval Fee	\$20.00
Addition to Tax Roll	\$32.00
Overdue Notice	\$3.00
New Account Administration Fee	\$50.00

**MISSISSAUGA CELEBRATION SQUARE
EVENTS COMMITTEE**

February 27, 2012

REPORT 2-2012

GENERAL COMMITTEE

MAR 21 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Mississauga Celebration Square Events Committee presents its second report for 2012 and recommends:

MCSEC-0004-2012

That the verbal update provided by Marc Skinner, Manager, Golf Operations & Food Services and David Manias, Café Manager with respect to the Civic Centre food service, be received.
(MCSEC-0004-2012)

MCSEC-0005-2012

That the Mississauga Celebration Square Events Committee endorses the framework for the 2012 summer events program for the Mississauga Celebration Square.
(MCSEC-0005-2012)

MCSEC-0006-2012

That the report dated February 13, 2012 from the Commissioner of Community Services with respect to the "Reducing or Waiving of Fees for Mississauga Celebration Square" be received for information.
(MCSEC-0006-2012)

MCSEC-0007-2012

That the matter regarding a Speaker's Corner at the Mississauga Celebration Square be referred to staff to review and report back to the Mississauga Celebration Square Events Committee with a proposal.
(MCSEC-0007-2012)

REPORT 2-2012

GENERAL COMMITTEE

MAR 21 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Governance Committee presents its second report for 2012 and recommends:

GOV-0008-2012

1. That the Governance Committee reaffirm that the mandate of the Integrity Commissioner shall be to act as an advisor to Members of Council on matters relating to ethics and the Council Code of Conduct, to act as an educational resource to Members of Council in this respect, and to independently receive and investigate complaints regarding a possible breach of the Council Code of Conduct by a Member of Council;
2. That staff be authorized to issue a Request For Proposal (RFP) seeking applicants for the position of Integrity Commissioner for a five-year term, substantially in the form of the RFP attached as Appendix 1 to the report dated February 17, 2012 from the City Solicitor as amended to incorporate the comments provided by the Governance Committee.

(GOV-0008-2012)

GOV-0009-2012

1. That the draft revised Elected Officials' Expenses Policy as outlined in the report dated February 22, 2012 from the Commissioner of Corporate Services and Treasurer be received for discussion and direction to staff.
2. That, subject to final direction with regard to the Elected Officials' Expenses policy revisions, any other policy which may require amendments to align with the Elected Officials' Expenses Policy be brought forward for approval.
3. That the draft revised Elected Officials' Expenses Policy presented to the Governance Committee on February 27, 2012 be amended to indicate that "Membership fees to organizations or associations deemed by the elected official to be relevant to his or her work will be eligible for reimbursement up to \$500 annually through the elected official's expense account."

(GOV-0009-2012)

GOV-0010-2012

That the City Council Committee Structure survey be circulated to the Mayor and Members of Council and that staff report back to the Governance Committee on the results of the survey.

(GOV-0010-2012)

REPORT 1-2012

GENERAL COMMITTEE
MAR 21 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Towing Industry Advisory Committee presents its first report for 2012 and recommends:

TIAC-0001-2012

That the Corporate Report dated October 5, 2011 from the Commissioner of Transportation and Works with respect to amendments to the Tow Truck Licensing By-law 521-04 Mobile Licensing be received and referred to Licensing and Enforcement staff for further review on Gross Vehicle Weight Rating (GVWR) with a matrix comparing data, implementation data, other background information about this issue and returned to the Towing Industry Advisory Committee meeting on April 17, 2012 for consideration.

(TIAC-0001-2012)

TIAC-0002-2011

That the correspondence dated July 18, 2011 from Evangelista Tolfa, President, Atlantic Towing, to the Mayor and Members of Council and the correspondence dated August 31, 2011, from Mayor Hazel McCallion be received.

(TIAC-0002-2012)

TIAC-0003-2012

That the correspondence dated July 18, 2011 from Mark Bell, Daniel Ghanime, Todd Keely, Tullio (Tony) Pento and Daniel R. Wallace, Towing Industry Advisory Committee Citizen Members, and the correspondence dated August 25, 2011 from Jack Lyons, President, Lyons Auto Body, and Evangelista (Ivan) Tolfa, President, Tolfa Auto Work Ltd. & Atlantic Towing, with respect to tow truck licensing by-law amendments be received and referred to Licensing and Enforcement staff for a Corporate Report and returned to a future Towing Industry Advisory Committee meeting for consideration.

(TIAC-0003-2012)

TIAC-0004-2012

That the correspondence dated January 3, 2012 from Mickey Frost, Director, Enforcement, to licensed vehicle pound facility owners, tow truck owners and drivers regarding vehicle pound facility licensing and enforcement be received.

(TIAC-0004-2012)

TIAC-0005-2012

That the correspondence dated January 30, 2012 from John Lyons, General Manager, Lyons Auto Body Ltd., with respect to Lyons Auto Body Ltd. – tow truck licensing by-law amendments and other recommendations be referred to Licensing and Enforcement staff for further review and returned to a future Towing Industry Advisory Committee meeting for consideration.

(TIAC-0005-2012)

TIAC-0006-2012

That the email message dated February 22, 2012 from Councillor Ron Starr, Ward 6, with respect to a proposal for towing/storage in Mississauga be received and referred to Licensing and Enforcement staff for further review and returned to a future Towing Industry Advisory Committee meeting for consideration.

(TIAC-0006-2012)

TIAC-0007-2012

That Licensing and Enforcement staff prepare a Corporate Report with respect to dual-wheel trucks and the possibility of including such trucks in the Tow Truck Licensing By-Law 521-04 for consideration at a future Towing Industry Advisory Committee meeting.

(TIAC-0007-2012)

TIAC-0008-2012

That Licensing and Enforcement staff obtain information with respect to towing practices and policies for the Peel Regional Police and return this matter to a future Towing Industry Advisory Committee meeting for consideration.

(TIAC-0008-2012)

TIAC-0009-2012

That Licensing and Enforcement staff prepare a Corporate Report with respect to the possibility of capping the number of tow truck licenses issued by the City of Mississauga and return this matter to a future Towing Industry Advisory Committee meeting for consideration.

(TIAC-0009-2012)

TIAC-0010-2012

That the Memorandum dated February 22, 2012 from Stephanie Smith, Legislative Coordinator, Office of the City Clerk, outlining 2012 Towing Industry Advisory Committee meeting dates be received.

(TIAC-0010-2012)

REPORT 2-2012

GENERAL COMMITTEE

MAR 21 2012

TO: MEMBERS OF GENERAL COMMITTEE

The Heritage Advisory Committee presents its second report for 2012 and recommends:

HAC-0015-2012

That the request to alter the property at 57 Bay Street, as described in the report from the Commissioner of Community Services, dated January 31, 2012, be approved.

Ward 1

(HAC-0015-2012)

HAC-0016-2012

That the request to alter the Bell Gairdner Estate, 2700 Lakeshore Road West, as described in the report from the Commissioner of Community Services, dated January 31, 2012, be approved.

Ward 2

(HAC-0016-2012)

HAC-0017-2012

That the rear extension of the property at 40 Queen Street South, which is listed on the City's Heritage Register, is not worthy of heritage designation, and consequently, that the owner's request to demolish it proceed through the applicable process.

Ward 11

(HAC-0017-2012)

HAC-0018-2012

That the property at 476 Arrowhead Road, which is listed on the City's Heritage Register, is not worthy of heritage designation, and consequently, that the owner's request to demolish the structure proceed through the applicable process.

Ward 2

(HAC-0018-2012)

HAC-0019-2012

That the Memorandum dated February 10, 2012 from Elaine Eigl, Heritage Coordinator, with respect to 2012 Cultural Heritage Property Award of Excellence expenditure be received.

(HAC-0019-2012)

HAC-0020-2012

1. That the correspondence dated February 7, 2012 from Catherine Christiani, Community Workshop Co-ordinator, Ecoplans, with respect to the QEW Credit River Bridge Class Environmental Assessment Study, Notice of Community Workshop #3 be received; and
2. That staff invite Ministry of Transportation representatives to make a deputation at a future Heritage Advisory Committee meeting with respect to the QEW Credit River Bridge Class Environmental Assessment Study.

(HAC-0020-2012)

HAC-0021-2012

That the chart dated February 21, 2012 from Julie Lavertu, Legislative Coordinator, Heritage Advisory Committee, identifying the status of outstanding issues from the Heritage Advisory Committee be received.

(HAC-0021-2012)

REPORT 2-2012

GENERAL COMMITTEE

MAR 21 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Environmental Advisory Committee presents its second report for 2012 and recommends:

EAC-0006-2012

That the PowerPoint presentation, dated March 6, 2012 and entitled "Proposed Amendments to Tree Permit Bylaw 475-05," by Jane Darragh, Planner, Park Planning Section, and Mike Maloney, Supervisor, Tree Protection, Urban Forestry, to the Environmental Advisory Committee on March 6, 2012 be received.

(EAC-0006-2012)

EAC-0007-2012

1. That the PowerPoint presentation, entitled "Energy Benchmarking, Energy Awareness & Retro-Commissioning Program," by Rajan Balchandani, Manager, Energy Management, and Samina Mehar, Energy Management Coordinator, to the Environmental Advisory Committee on March 6, 2012 be received; and
2. That the Corporate Report dated February 21, 2012 from the Commissioner of Corporate Services and Treasurer entitled "Energy Benchmarking, Energy Awareness, and Retro-Commissioning (EBEAR) Program" be received and that a deputation on this matter be made to General Committee in the near future.

(EAC-0007-2012)

EAC-0008-2012

That the Memorandum dated February 21, 2012 from Mayor Hazel McCallion with respect to the approval of drive-throughs in the City of Mississauga be received and referred to Environmental Management staff to follow up with the Mayor to clarify the context of her Memorandum and that this matter be returned to a future Environmental Advisory Committee meeting for consideration.

(EAC-0008-2012)

EAC-0009-2012

That the chart from Environmental Management staff with respect to DRAFT upcoming agenda items and Environmental Advisory Committee (EAC) role be received and referred to Environmental Management staff to revise the chart to include brief descriptions about upcoming and anticipated agenda items and information about EAC's corresponding role and that this chart become part of future EAC agendas.

(EAC-0009-2012)

EAC-0010-2012

That the chart dated March 6, 2012 from Julie Lavertu, Legislative Coordinator, Environmental Advisory Committee, with respect to the status of outstanding issues from the Environmental Advisory Committee (EAC) be received.

(EAC-0010-2012)

EAC-0011-2012

That the email message dated February 10, 2012 from Sophia Chalaidopoulos, Environmental Advisory Committee Citizen Member, advising Julie Lavertu, Legislative Coordinator, Environmental Advisory Committee, of her resignation from the Environmental Advisory Committee, effective March 7, 2012 be received.

(EAC-0011-2012)

EAC-0012-2012

That the Environmental Advisory Committee supports in principle EcoSource's Community Gardens "Garden in Every Ward" Program and that EcoSource's funding request for this Program be referred to the Budget Committee for consideration during the 2013 budget process.

(EAC-0012-2012)