



Corporate Report

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MG.23.REP

7

DATE: January 29, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

SUBJECT: **2013 Intersection Capital Works Program
(Wards 6, 7)**

RECOMMENDATION: That the proposed 2013 Intersection Capital Works Program, as outlined in the report titled "2013 Intersection Capital Works Program" dated January 29, 2013 from the Commissioner of Transportation and Works, be approved.

**REPORT
HIGHLIGHTS:**

- This report identifies the locations proposed for intersection construction works in 2013 as follows:
 - Erindale Station Road at Forestwood Drive
 - Erindale Station Road at McBride Avenue
 - Mavis Road at Louis Drive

BACKGROUND:

The Intersection Capital Works Program includes funding for the modification of intersections with a focus on improving safety, traffic flow and capacity. These are typically related to the addition of turn lanes to improve vehicle capacity or to support the installation of traffic signals; and to reduce conflict for pedestrians and motorists.

COMMENTS:

Three locations are recommended for inclusion in the 2013 Intersection Capital Works Program on the basis of improving traffic flow and for reasons of safety. The recommended locations and improvements are described below and illustrated in Appendices 1-3.

1. Erindale Station Road at Forestwood Drive (Ward 6)

This entails the reconstruction of a small portion of substandard sidewalk at the northwest corner of the intersection. The condition of the current sidewalk creates difficult travel particularly for users with mobility issues and those with buggies and strollers.

2. Erindale Station Road at McBride Avenue (Ward 6)

This entails the reconstruction of a small portion of substandard sidewalk at the northwest corner of the intersection. The condition of the current sidewalk creates difficult travel particularly for users with mobility issues and those with buggies and strollers.

3. Mavis Road at Louis Drive (Ward 7)

The lack of a left turn lane on Mavis Road at Louis Drive has been identified as a traffic safety concern. The construction of a left turn lane will reduce the number of rear end collisions and related vehicular conflict. Left turn lanes are present at the intersections of Mavis Road and Paisley Boulevard to the north, and at Queensway West to the south.

FINANCIAL IMPACT: Development Charges funding is available in PN13-101 to complete these projects.

CONCLUSION:

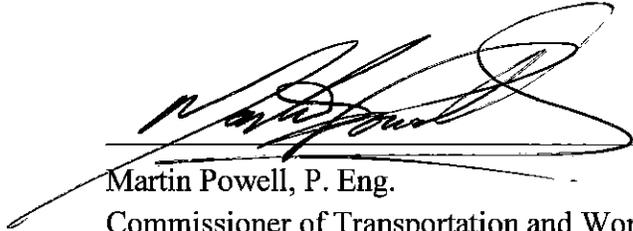
The Transportation and Works Department continues to undertake various improvements to intersections to improve safety and traffic flow. The recommended 2013 program represents priority locations which will benefit from alterations in keeping with these objectives.

ATTACHMENTS:

Appendix 1: Mavis Road / Louis Drive

Appendix 2: Erindale Station Road / Forestwood Drive

Appendix 3: Erindale Station Road / McBride Avenue



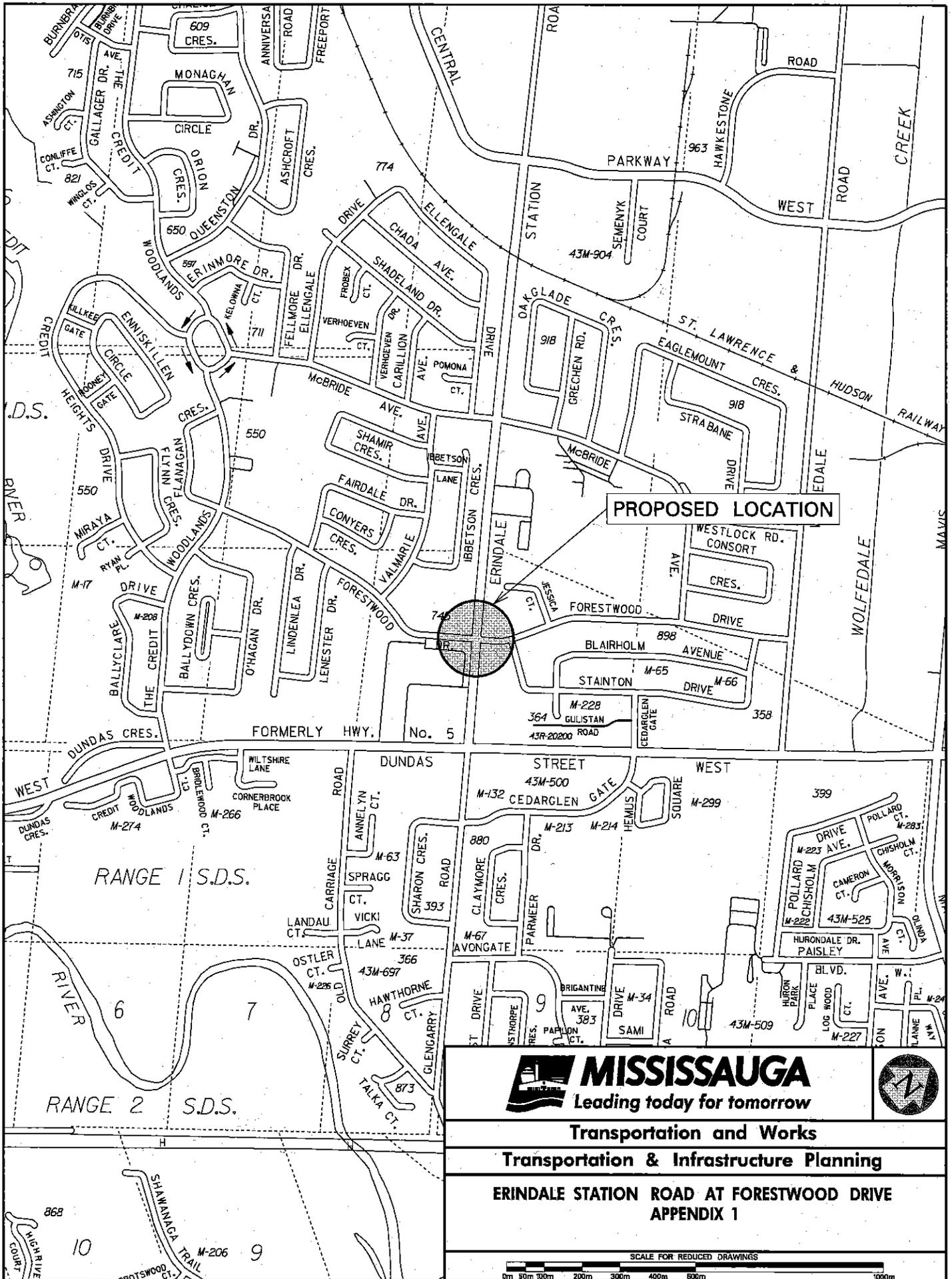
Martin Powell, P. Eng.

Commissioner of Transportation and Works

Prepared By: Steve Barrett

Manager, Transportation Asset Management

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PROPOSED LOCATION

RANGE 1 S.D.S.

RANGE 2 S.D.S.

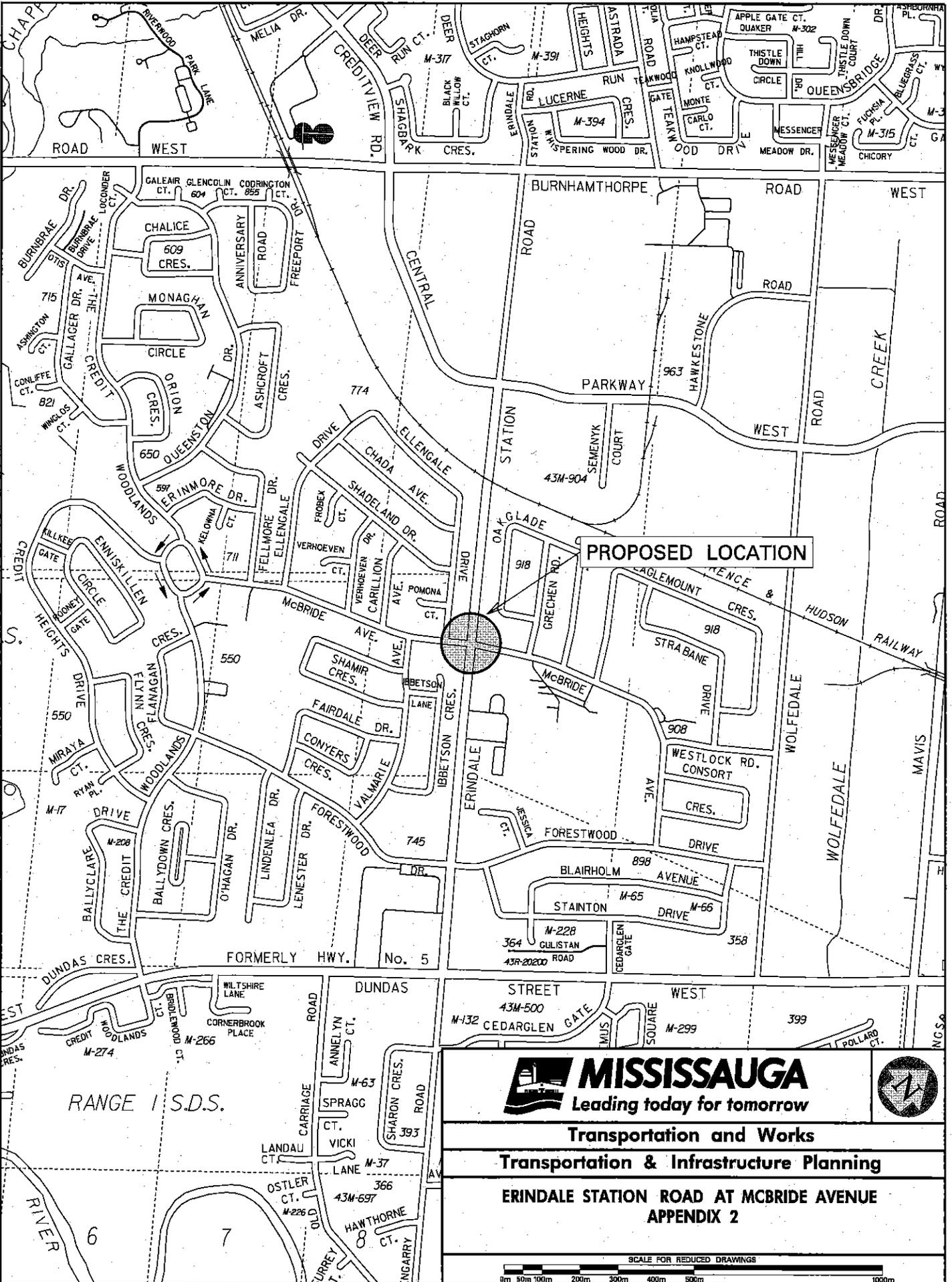
MISSISSAUGA
 Leading today for tomorrow



**Transportation and Works
 Transportation & Infrastructure Planning**

**ERINDALE STATION ROAD AT FORESTWOOD DRIVE
 APPENDIX 1**





PROPOSED LOCATION

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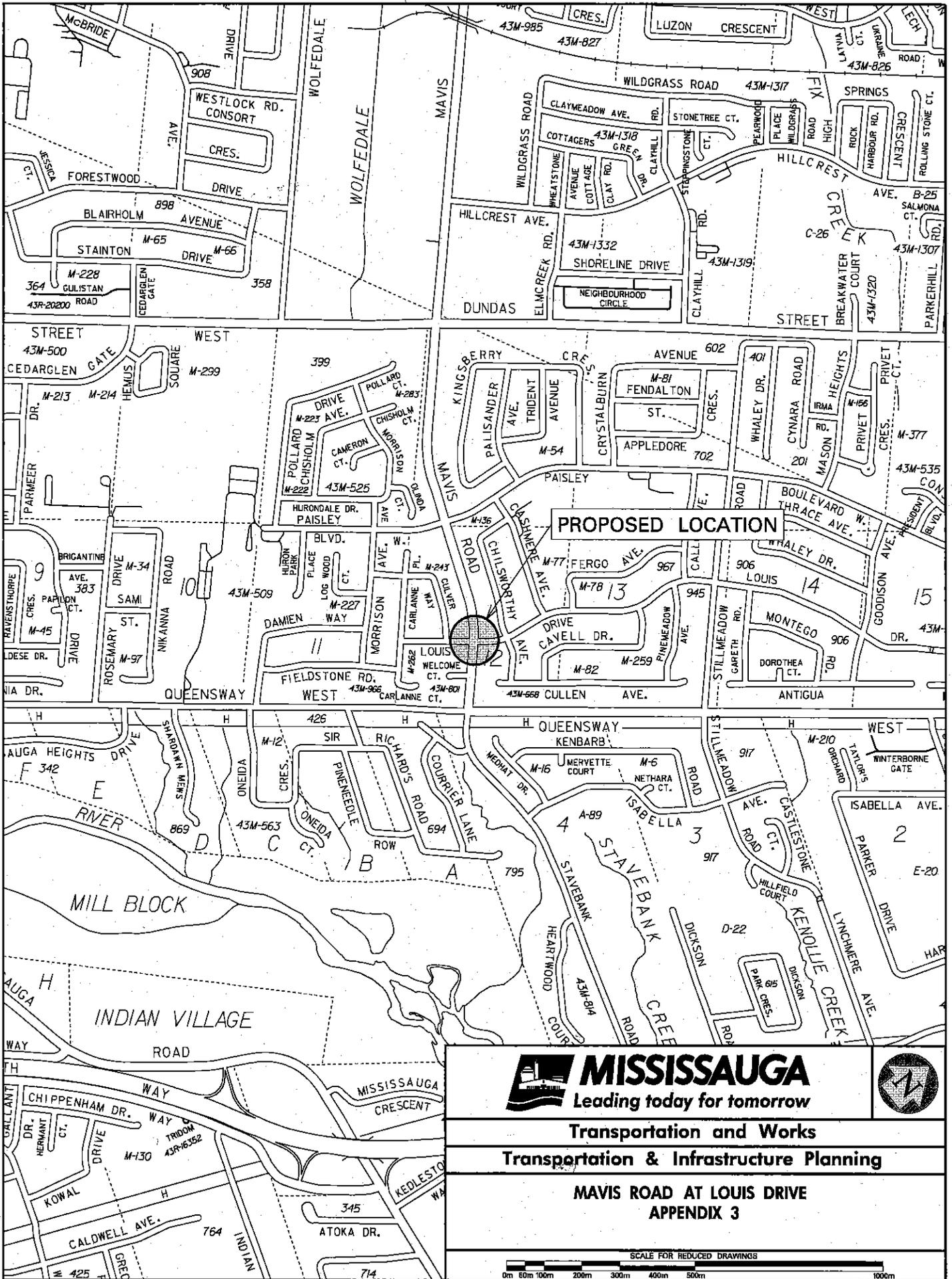


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ERINDALE STATION ROAD AT MCBRIDE AVENUE
APPENDIX 2



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Transportation & Infrastructure Planning

MAVIS ROAD AT LOUIS DRIVE
APPENDIX 3





Corporate Report

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MG.23.REP

DATE: January 28, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

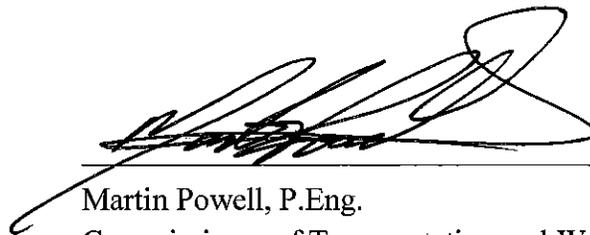
SUBJECT: **Revised Single Source Award for Rehabilitation of Sandalwood-2 and Huron Heights Groundwater Control Relief Well System FA.49.696-12. (Wards 4 and 5)**

RECOMMENDATION: That the Purchasing Agent be authorized to execute the agreements necessary to award consulting services to Morrison Environmental Limited at a cost of \$337,935 (including tax) for the rehabilitation and monitoring of the Sandalwood-2 and Huron Heights Groundwater Control Relief Well Systems.

BACKGROUND: On July 4, 2012, Council passed Resolution 0495-2012 which authorized a single-source award for the rehabilitation and monitoring of the Groundwater Control Relief Well Systems at a cost of \$337,935 (including tax) to Genivar Inc. who currently is under contract with the City to assess this system with the support of Morrison Environmental Limited and Wilson Water Wells. The June 4, 2012 Corporate Report to General Committee is attached as Appendix 1.

However, during the process of entering into a contract, Genivar advised the City that its liability as Prime Consultant for these works was too great given its limited involvement solely as project manager. The City was not made aware of this concern prior to Council approval.

- PRESENT STATUS:** Assessment of the Relief Wells has been completed. Following the rehabilitation through this single-source assignment the necessary permitting will be pursued from the Ministry of the Environment.
- COMMENTS:** Although Genivar has withdrawn as Prime Consultant for the single-source assignment, Morrison Environmental Limited is essentially the manager for the rehabilitation and monitoring works representing approximately 35% of the \$337,935 contract value, with Wilson Water Wells representing the other major element of the contract value.
- Given their history on this project and current involvement, Morrison Environmental Limited is the most appropriate team lead. Morrison Environmental Limited has agreed to do the work at the same contract value as that originally awarded to Genivar Inc.
- FINANCIAL IMPACT:** No additional funding is required, as \$350,000 was approved under PN 12-142 in the 2012 Capital Plan for Rehabilitation of Relief Wells.
- CONCLUSION:** The team led by Morrison Environmental Limited is be best positioned to complete the rehabilitation and monitoring program for the Sandalwood-2 and Huron Heights Groundwater Control Relief Well System at a cost of \$337,935, due to the team's knowledge and experience with this unique system in the City.
- ATTACHMENTS:** Appendix 1: June 4, 2012 General Committee Corporate Report



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

*Prepared By: Muneef Ahmad, Water Resources Engineer,
Transportation and Infrastructure Planning*



Corporate Report

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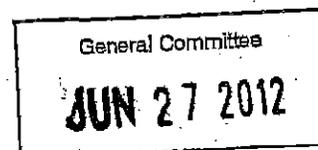
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DATE: June 4, 2012

TO: Chair and Members of General Committee
Meeting Date: June 27, 2012

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

SUBJECT: **Single Source Award for Rehabilitation of Sandalwood-2 and
Huron Heights Groundwater Control Relief Well System
FA.49.696-12
(Wards 4 and 5)**



RECOMMENDATION: That the Purchasing Agent be authorized to execute the agreements necessary to add consulting services to conduct the rehabilitation and monitoring of the Sandalwood-2 and Huron Heights Groundwater Control Relief Well Systems at a cost of \$337,935 (incl. tax) to Genivar Inc., in addition to the assessment work which they are currently under contract with the City to provide.

BACKGROUND: In the 1980's, Morrison Environmental Limited designed and Wilson Water Wells custom-built a Groundwater Control Relief Well System (Relief Wells) consisting of 19 wells within the public right-of-way for the Sandalwood-2 and Huron Heights subdivisions. The Huron Heights subdivision is located near the intersection of Central Parkway East and Mallorytown Avenue (Ward 4) and the Sandalwood subdivision is located near the intersection of Kennedy Road and Dakota Road (Ward 5). A map showing the subdivisions is attached as Appendix 1.

The primary function of the Relief Wells is to permanently lower the local groundwater table by diverting the groundwater into the City's

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storm sewer system. This infrastructure was custom-built to enable development of the lands and is the only infrastructure of its type within the City. The well system is required to remain functional in perpetuity to maintain the groundwater table at a safe level from the existing residential homes.

The withdrawal of groundwater by the Relief Wells requires a Permit to Take Water (PTTW) from the Ministry of the Environment (MOE). In order to secure a PTTW, Transportation and Works undertook a competitive bid process and awarded a contract to Genivar Inc. to assess the current condition of the Relief Wells (FA.49.1098-10). Genivar Inc. led a team consisting of Morrison Environmental Limited and Wilson Water Wells Limited. A summary of the team's profile is attached as Appendix 2.

The current assessment works, which began in 2011, did not anticipate that rehabilitation of the Relief Wells system would be required prior to obtaining the PTTW, as the latter works were budgeted separately in 2012. It was as the assessment unfolded that MOE requested that the Relief Wells system be rehabilitated to its original state before a PTTW would be issued. For reference, a depiction of the Relief Wells configuration is attached as Appendix 3.

PRESENT STATUS:

In the absence of the PTTW, the Relief Wells are currently out of compliance with MOE requirements. Although functioning suitably at this time, a state-of-good-repair rehabilitation is required in the short-term to correct deficiencies and more critically to ensure long-term function.

COMMENTS:

In an open bid process for the Relief Well assessment, the consultant team led by Genivar Inc., which included Morrison Environmental Limited and Wilson Water Wells, submitted the best valued proposal, in large part due to its specific knowledge of the design and construction of this custom-built Relief Well system. The Genivar Inc. team is currently working on the assessment of the Relief Wells and thus has an intimate knowledge of all facets of the project. As such, the Genivar Inc. team is well positioned to undertake the rehabilitation and monitoring works in order to satisfy the MOE in a cost-effective manner to ensure on-going protection of the existing

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homes and residents. For more details on the scope of work involved, refer to Appendix 4.

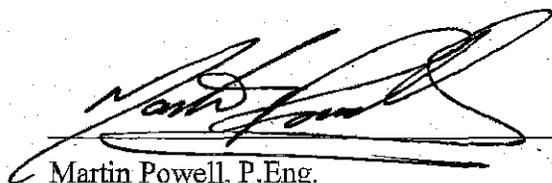
Pausing the current assessment work being done by Genivar Inc., preparing new documents and calling bids for the consulting work associated with the rehabilitation would take extra time and most likely add additional costs. Genivar Inc. has agreed to do the work at their same rates and their proposed work plan fits within the approved budget. Therefore, in accordance with the Purchasing By-law, Schedule A, item 1. (b) (iv), it is being recommended that the rehabilitation work be added to the scope of work being done by Genivar Inc. as the solicitation of competitive Bids would not be economical to the City. This approach has been reviewed with Materiel Management.

FINANCIAL IMPACT: No additional funding is required, as \$350,000 was approved under PN 12-142 in the 2012 Capital Plan for Rehabilitation of Relief Wells.

CONCLUSION: The consultant team led by Genivar Inc. would be best positioned to complete the rehabilitation and monitoring program for the Sandalwood-2 and Huron Heights Groundwater Control Relief Well System at a cost of \$337,935, due to the Consultant team's knowledge and experience with this unique system in the City at this critical juncture in its life cycle.

ATTACHMENTS:

- Appendix 1: Location Maps (Ward 4 and 5)
- Appendix 2: Team Summary
- Appendix 3: Relief Well Illustration
- Appendix 4: Scope of Work



Martin Powell, P.Eng.

Commissioner of Transportation and Works

*Prepared By: Muneef Ahmad, Water Resources Engineer,
Transportation and Infrastructure Planning*

Appendix 1 - Location Map





APPENDIX 2

May 31, 2012

Re: Team Summary
Sandalwood-2 and Huron Heights Groundwater Control Relief Well Systems

To whom it may concern:

As requested, please see the attached team summary for your supporting documentation request.

Project Team

GENIVAR Inc.

GENIVAR is a Canadian leader in providing environmental engineering services and delivering global solutions based on an integrated project approach, since 1959. With more than 5,000 employees, GENIVAR provides a full range of services over the entire project cycle, from project development, studies, predesign, detailed design, construction administration and/or management and operational support.

GENIVAR serves public and private-sector clients in the following markets:

- Municipal Infrastructure
Buildings
Transportation
Industrial and Power
Environment

The GENIVAR team includes a wide range of specialists and scientists backed by our multi-disciplinary centres of excellence and state-of-the-art technologies. We are able to mobilize a large pool of skilled resources swiftly and effectively within a flexible work environment. Our track record includes projects of all sizes and levels of complexity. Indeed, a number of GENIVAR's projects have won prizes in Canada and abroad – a direct reflection of our ability to complete high-quality projects on time and on budget, applying best professional practices.

Our clients are the central focus of our activities and organizational structure. Because our business philosophy emphasizes long-term relationships and partnerships, we ensure close collaboration at all project stages, from initial development to implementation. As a result, we have developed a loyal base of clients who renew their confidence in us year after year. In our view, their success is the sole measure of GENIVAR's achievements.

GENIVAR's Markham office (formerly MacViro Consultants Inc.) is the head office for the Greater Toronto Area (GTA) and has extensive expertise in Urban Infrastructure. Our speciality areas include:

- Municipal (Linear) Infrastructure
Water Treatment
Wastewater Treatment
Solid Waste Management
Water Resources
Environmental Management
Infrastructure Management & Planning
Infrastructure Electrical
Construction Services

Our Markham office also provides engineering services in the following areas:

- Environment
 - Environmental Management/Monitoring
 - Hydrogeology
 - Site Assessment and Remediation
 - Natural Sciences and Planning
 - Air & Noise Assessment

- Industrial and Power
 - Energy Management
 - Renewable Energy- Wind, Solar

- Buildings
 - Structural
 - Mechanical/Electrical
 - Building Sciences

GENIVAR's Brampton office provides strong environmental support in the Region of Peel. Our desire for a local office to better service our clients in the west end provided the impetus for establishing a presence in this area.

GENIVAR's Environmental team provides services in the following areas:

- | | | |
|--|-------------------------------|-----------------------------------|
| → Groundwater Resources (Hydrogeology) | → Construction Dewatering | → Site Assessment and Remediation |
| → Environmental Management | → Mining | → Air and Noise |
| → Geotechnical Engineering | → Natural Sciences & Planning | → Designated Substances |
| → Rural Servicing | → Aggregate Resources | |

The Environmental group has a strong team of professional geoscientists and engineers that have a wide range of expertise:

- | | | |
|--|--|-----------------------------|
| → Permit to Take Water (PTTW) investigations | → Dewatering Calculations and Monitoring | → Compliance Monitoring |
| → Well Performance Assessments | → Aquifer Characterization | → Water Quality Assessments |
| → Groundwater Supply Development | → Groundwater Under the Direct Influence of Surface Water (GUDI) Studies | → Water Well Surveys |

Morrison Environmental Limited

Morrison Environmental Limited is a small, Canadian owned, consulting firm specializing in groundwater and solving related environmental problems. For more than 17 years since its inception in 1994, the Morrison Environmental team has extensive experience with the identification of groundwater related issues, for secondary plans, watershed studies and more site-specific projects. The firm specializes in assessing, controlling, developing, managing, monitoring, protecting and remediating groundwater in all physical environments. The firm practices a) the client-centered approach to consulting, b) listening carefully to the client's wishes and concerns and then providing the service that will produce a favourable result for the client on schedule, within budget, and in a way that meets their expectations. The staff is committed to solving problems not studying them.

Morrison Environmental Limited staff have more than 65 years of combined professional hydrogeological consulting experience. The solutions provided are practical, cost-effective, and focused on solving the problem or resolving the issue(s) at hand. Morrison Environmental Limited staff listens closely to better understand their client's needs, then develops a customized action plan to address those needs. Client satisfaction is based on the quality of service, trust in our skills, and the development of strong business relationships. Our business relationships are based on respect for clients and colleagues, integrity and fairness, accepting responsibility and being accountable for our actions. We believe these principles are the foundation for long and mutually-beneficial relationships with our clients.

In today's complex business environment, a variety of skills are needed to successfully resolve an issue or solve a problem. The staff at Morrison Environmental Limited work effectively with other Consulting Engineers, professionals and service providers, forming alliances and multi-disciplinary teams for larger or multi-faceted projects. Our approach to completing projects builds on a cooperative effort by the study team where all members of the team have the same objectives. Recognition of some of this teamwork is the publication of results in various forms.

Morrison Environmental Ltd. provides services in the following areas:

- Groundwater Assessment
- Groundwater Development
- Groundwater Control and Dewatering
- Groundwater Management
- Groundwater Protection
- Groundwater Energy

Related to groundwater control and dewatering, Morrison Environmental provides the following services:

- Temporary dewatering and depressurizing system design using pumping wells and well point systems
- Permanent dewatering and depressurizing system design, construction supervision, and monitoring
- Water level impact prediction, assessment and management
- Monitoring and assessment of discharge impacts on surface waters and fisheries
- Monitoring and treatment of discharge water to comply with municipal bylaws during construction dewatering
- Well rehabilitation programs
- Technical support for Permit To Take Water applications

Wilson's Water Wells

For over 48 years, Wilson's Water Wells has been providing clean drinking water to the residents and neighbouring communities of York and Durham regions. We use the latest technology and machinery in well drilling to provide our customers with exceptional service. Our well drillers and pump service technicians are all licensed by the Ministry of the Environment. Combined, our staff's knowledge of York and Durham Regions is over 145 years worth of experience.

Wilson's Water Wells is a second generation company, founded by William (Bill) Wilson in 1959 and succeeded by his son Peter Wilson upon Bill's retirement. Peter Wilson started in the drilling industry at the age of 17, drilling seismic holes in remote regions of Northern Alberta. He has over 23 years of experience working as a licensed driller and 16 years of management experience. From 1996 to 1998 he

served as president of the Ontario Ground Water Association (OGWA) and contributes to the industry as a member in good standing, also with the Canadian Ground Water Association (CGWA), which Bill Wilson was a founding member.

At Wilson's Water Wells, we believe that quality installations and excellent service have led to our continued growth and success. We continue to strive to provide our customers with only the highest level of integrity and professionalism.

Wilson's Water Wells specializes in

- Residential
- Commercial
- Industrial
- Dewatering
- Rotary and Cable Tool drilling
- Pumps Sales Service

Project Experience

The following section includes a list of related projects undertaken by members of the project team, and includes a description of the project along with other relevant information

Design and Installation of a Relief Well System for Sandalwood-2 and Huron Heights Subdivisions

Morrison Beatty, a previous company in part owned by Bill Morrison were requested by the Traders Group (Sandalwood-2) and Kaneff (Huron Heights) in about 1984 to investigate their respective sites which both had groundwater discharging to surface. Through a drilling and testing program we determined the nature and extent of the aquifer and the aquifer characteristics. We then modeled the aquifer and determined the most appropriate way to temporarily and permanently control groundwater. A report was prepared defining the work required at each site and the Ministry of the Environment issued temporary Permits to Take Water. Higher yielding wells were encountered at Sandalwood Heights. The wells were installed on the proposed roads so in the future drilling rigs could park adjacent to the curb and set up over the wells for rehabilitation.

For construction, the wells were drilled, designed and equipped with long screens and carefully developed to produce highly efficient wells. The dewatered sites allowed the placement of engineered fill and construction of all the homes originally designed.

On Huron Heights, the storm sewer was redesigned by engineer Boris Ivanoff and installed at a greater depth. With the wells pumping, individual wells were shut down and discharge piping was fabricated by Wilson's Water Wells to be 6 inches in diameter. This allowed an individual well to flow to the storm sewer from a deep elevation. Since the wells were efficient, the pumps were shut off and removed and the wells flowed passively to the storm sewer.

At Sandalwood-2 the more efficient wells had higher Transmissivity and the wells were discharged to catch basins near the wells. However, there was the potential long term risk that the high sulphate plumes would eventually reach the sewer system from the Scott Pit Fly Ash waste sites. The Sandalwood-2 servicing used sulphate resistant concrete.

When the pumps were removed from the wells to allow passive groundwater flowing wells, applications were prepared for the PTTW on a permanent basis. However, the City likely did not renew these permits, and it appears that the recommendations to monitor and maintain these wells was lost within the workings of the rapidly growing city.

Clients: Trader's Group, Kaneff. Project managers have retired. Cost: \$275,000 (1984 dollars).

Category 3 PTTW Applications and Groundwater Control at a proposed Condominium in Downtown Toronto.

Morrison Environmental was requested by Javlee Construction Limited to develop and co-ordinate a Groundwater Control Project for a 24 story Condominium with 3 levels of underground parking. The project was unique, however, since a large, longstanding gasoline (LNAPL) clean up was underway immediately to the east of the site. To the north an old perchloroethylene (DNAPL) was known and being assessed. The site was at a major intersection Bathurst and St. Clair with significant traffic issues.

Following a short preliminary test program to evaluate aquifer coefficients, we developed a plan to create a hydraulic dam to counter balance the effects of construction dewatering by installing hydraulic barriers of fresh water to maintain the water level at both the LNAPL and DNAPL sites. We negotiated agreements with all parties to co-operate. The building was successfully constructed without conflict. During 2010 the recharge system was modified and upgraded work has begun on the second condo, again with the co-operation of the parties involved.

Contact: Mel Greenspoon, Javlee Construction, the Project Manager and Owner Rep.: \$210,000 Phase 1 and \$150,000 Phase 2. Phone: (416) 927-1364.

Category 3 PTTW Application and Environmental Monitoring, 16th Avenue Trunk Sewer – Markham - Region of York

GENIVAR was a part of the McNally-AECON Design-Build team responsible for the design, QA/QC, dewatering design and environmental management during the construction phase of the 16th Avenue trunk sewer project. The project was initiated in 2002 with completion in 2008. The sewer was constructed under some of the most challenging ground conditions resulting from piezometric pressure associated with major regional aquifers. The dewatering / depressurization operation was one of the largest in the Province of Ontario. The design and implementation of the project involved several major technical challenges with respect to the protection of the natural environment. These challenges were addressed through innovation in design and adaptive management during construction through an Environmental Management Plan (EMP). The EMP developed and implemented by GENIVAR was the first of its kind in Ontario.

The trunk sewer was designed to be constructed partly through the regional Thorncliffe formation aquifer and partly through the Newmarket till aquitard. Major depressurization and dewatering was undertaken to provide safe working conditions at the shaft locations and at the face of the Tunnel Boring Machine (TBM). At its maximum, the operation resulted in the pumping of approximately 30,000 L/min of water. A detailed monitoring plan was developed to understand the success of the operation and the effects of the dewatering operation on the overlying hydrogeological units and ecosystems. The major environmental issues with the dewatering operation were the potential loss of baseflow in the watercourses along the alignment, and the challenge in dispersing the dewatering volume. To address these issues, an Environmental Management Plan (EMP) was developed based on the principle of adaptive management. The monitoring plan involved the tracking of the zone of influence in the Thorncliffe aquifer and pro-actively implementing mitigation measures once monitoring triggers were approached. The EMP covered a 15 km x 15 km area and involved more than 150 stations for the monitoring of groundwater, streamflow, stream temperature, fish and fish habitat, wetlands and pre-existing domestic water wells.

Contact: Tim Cleary, McNally Inc. Contract Value (PTTW and monitoring component): \$3,500,000. Phone: (905) 479-2147

Category 3 PTTW Applications and Environmental Monitoring, Credit Valley Trunk Sewer, Phases I and II – Mississauga and Brampton - Region of Peel

GENIVAR was retained by the Region of Peel to conduct the detailed design and contract administration duties for the Credit Valley Trunk Sanitary Sewer from Highway 401 and Creditview Road in Mississauga to Queen Street and Mississauga Road in Brampton. The two projects spanned the period between 2004 and 2011. Detailed hydrogeological and ecological field investigations identified the requirement for dewatering. Upon consultation with MOE, a total of five PTTWs were obtained for the various phases of the project. Expected dewatering requirements for the project were estimated using a combination of single well hydraulic testing, pumping tests and groundwater modelling. The average expected pumping rates were used to estimate the zone of influence (ZOI) associated with the dewatering operation and to

develop a monitoring plan. Dewatering volumes were separated among a number of segments to provide more flexibility during the construction process.

All domestic wells and natural ecosystem features within the study area were mapped, and their sensitivity to any potential dewatering operations was assessed. This included a baseline water well survey, groundwater levels and water quality testing for background parameters of over 100 wells. The ecosystem assessment led to the installation of monitoring stations within the Credit River and tributary streams consisting of flow and streambed piezometers, as well as sensitive wetlands where mini-piezometers were installed. Based on these assessments, a monitoring/mitigation plan was developed to manage any potential stress to water well users and the natural environment. Well complaints were addressed by proactively providing residents with a temporary water supply during dewatering. Dewatering discharge was managed through a series of silt control measures including sedimentation tanks, silt fencing, rock check dams and hay bales that were meant to meet regulatory standards and protect sensitive ecosystems and fisheries. Each dewatering segment had a separate dewatering discharge plan which included preferred discharge locations, silt control measures to be used and mitigation measures.

*Contact: Simon Hopton, Region of Peel. Contract Value (PTTW and monitoring component): \$600,000
Phone: 905-791-7800 ext. 7808*

Category 3 PTTW Application and Environmental / Groundwater Monitoring - Bathurst-Langstaff Trunk Sanitary Sewer – Vaughan – Region of York

Due to the nature of the ground conditions in the vicinity of one of the major construction shafts, it was determined that dewatering was required to allow for successful completion of the project. To address the influence of the dewatering operation, a dewatering plan and a detailed Environmental Management Plan (EMP) was submitted to the MOE. Dewatering was initiated on August 22, 2008. Environmental monitoring was conducted in accordance with the EMP to track potential impacts to the natural environment related to dewatering. The integrated monitoring program included stream flow, stream bed piezometers, monitoring wells, water quality associated with groundwater and dewatering discharge, soil moisture, fisheries, benthic invertebrates, geomorphology of the receiving watercourses, wetlands and woodlots. The monitoring information was used to develop and trigger a mitigation plan to meet MOE, TRCA, MNR and DFO requirements. The results from monitoring were evaluated against baseline conditions. Once dewatering was complete, recovery monitoring was continued until 80% of the initial groundwater level.

*Contact: Steve Skelhorn, McNally Inc. Contract Value (PTTW and monitoring component): \$500,000
Phone: (416) 771-8426*

Category 3 PTTW and Environmental Monitoring, Barrie Surface Water Treatment Plant – City of Barrie

The City of Barrie required the design and construction of a low lift pumping station as part of a new surface water treatment plant on the south shore of Kempenfelt Bay. An intermediate depth aquifer was identified with groundwater pressures above ground surface. These conditions suggested the requirements for dewatering and depressurization during the construction phase. A PTTW application was obtained from MOE. GENIVAR was required to address all environmental issues associated with the potential dewatering and depressurization operation during the construction. To minimize the dewatering volume, engineering designs were modified to include excavation areas with caissons and sheet piling. To reduce uplift stresses to the base of the wet well, depressurization of the intermediate aquifer system was required. A monitoring plan was developed to monitor/mitigate potential stress to the natural environment.

Monitoring during the construction phase included measuring groundwater levels from a network of monitoring wells in the vicinity of the construction site. Additional monitoring stations were instrumented in Hewitt's creek, a nearby coldwater fishery, to ensure that there were no impacts to the ecosystems or natural environment. Private wells were also be monitored to address potential interference complaints associated with the dewatering operation. The environmental monitoring plan was designed to be adaptive to allow for increases in monitoring frequency based on unexpected expansion of the Zone of

Influence (ZOI). Mitigation measures were proposed to address well interference issues as well as any adverse impacts to the natural environment.

Contact: Wayne Bando, City of Barrie. Contract Value (PTTW and monitoring components): \$350,000
Phone: (705) 739-4220 x 4787

Category 3 PTTW Application and Monitoring Program - Major Mackenzie Drive Watermain, Richmond Hill – Region of York

GENIVAR was retained by York Region to undertake detailed design and construction services for a 1050 and 750 mm diameter trunk feedermain along Major MacKenzie Drive from the east side of Yonge Street to Woodbine Avenue. A desktop hydrogeological study was undertaken to analyze impact of potential construction dewatering on watercourse crossings, including single well hydraulic testing to determine hydraulic parameters of the aquifer/aquitard system. Based on this information, further hydraulic testing was conducted due to strong artesian pressures in the Oak Ridges Moraine Aquifer with Wilson's Water Wells to successfully obtain a Category 3 PTTW. As part of the PTTW, a monitoring and mitigation plan for construction dewatering operations was implemented during the construction phase. This project also involved extensive correspondence with the MOE Central Region offices, York Region and local residents in order to address regional groundwater pressure issues associated with the operations of several active dewatering systems in the area.

Contact: Ross Hodgins, Ontario Ministry of the Environment, Central Region. Contract Value (PTTW and monitoring components): \$200,000. Phone: (416) 326-3708.

Condition and Performance Assessment of Relief Well Systems for Sandalwood-2 and Huron Heights Subdivisions

The team of GENIVAR Inc., Morrison Environmental and Wilson Water Wells were procured by the City of Mississauga to locate and evaluate the current condition of passive groundwater relief well systems in the Sandalwood-2 and Huron Heights Subdivisions in the City of Mississauga. The first task involved locating each of the wells, which had not been accessed since they were constructed in 1984. Once located, the wells were opened and were evaluated based on physical condition and performance. The field program included a visual inspection of the wells, a video inspection of the casing, screen and overflow pipe with a downhole camera, measurement of existing uphole velocity to calculate the existing flow from each well, step testing to assess individual well performance and collection of groundwater samples for the purposes of evaluating water quality. This baseline data was analyzed and compiled into a summary report, which included recommendations for rehabilitation. The data and summary report will be included as part of the supporting documentation for a Category 3 Permit to Take Water for the wells once rehabilitation and further testing have been completed.

Contact: Muneef Ahmad, City of Mississauga. Contract Value: \$100,000. Phone: (905) 615-3200.

We trust that this information meets your requirements. Should you have any questions, comments or additional requirements, please do not hesitate to contact the undersigned.

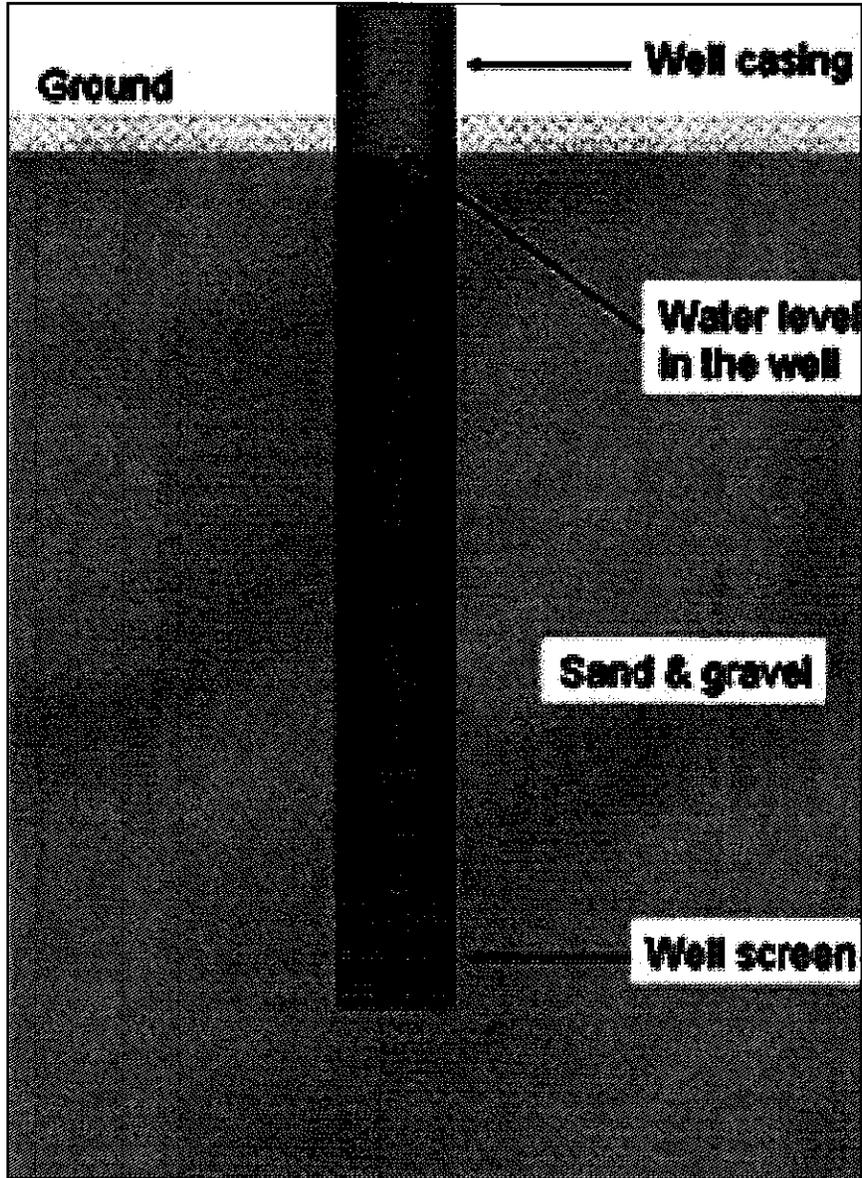
Yours truly,
GENIVAR Inc.



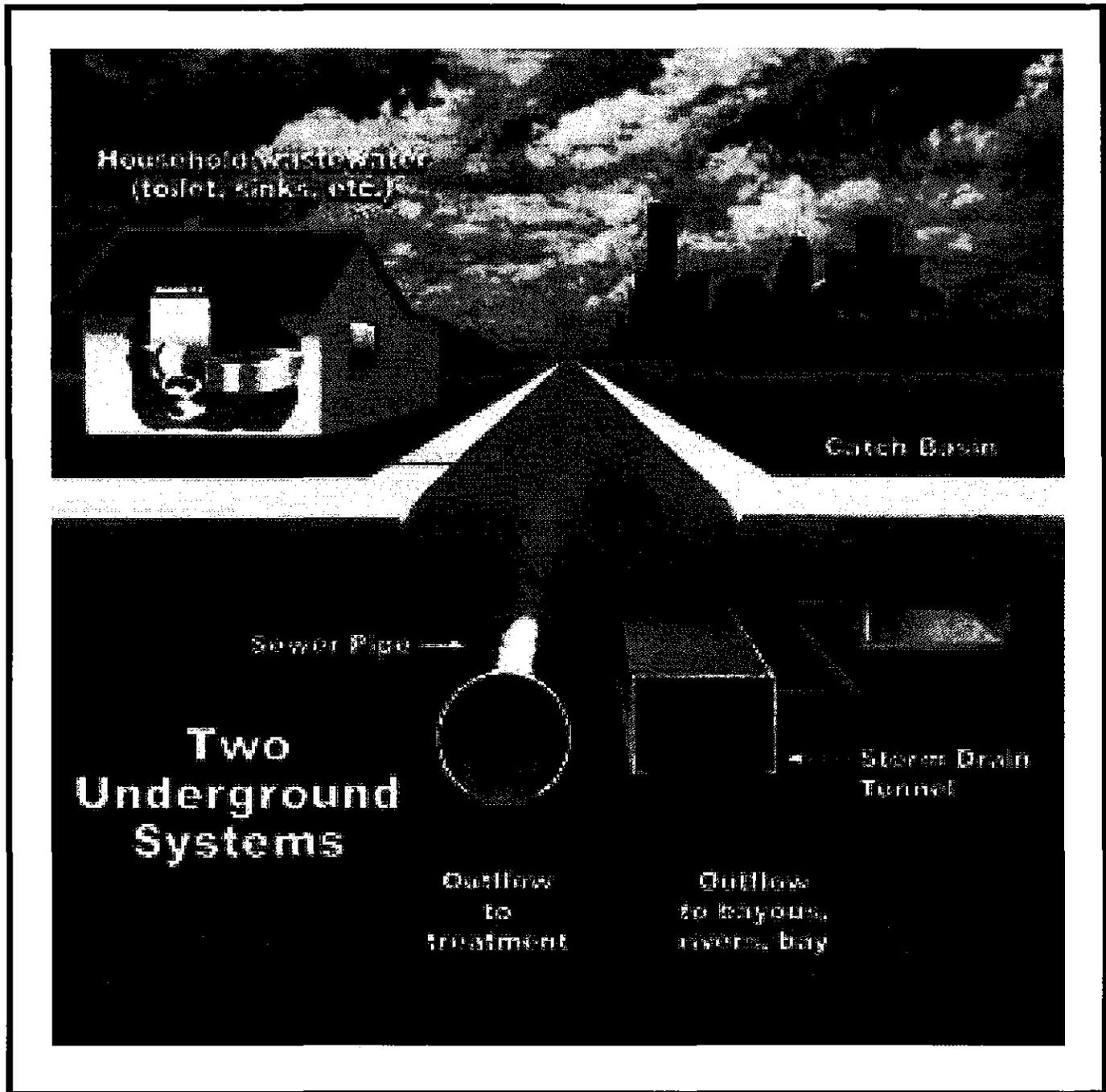
Derek S. Brunner, M.Sc., P.Geo.
Hydrogeologist / Project Manager

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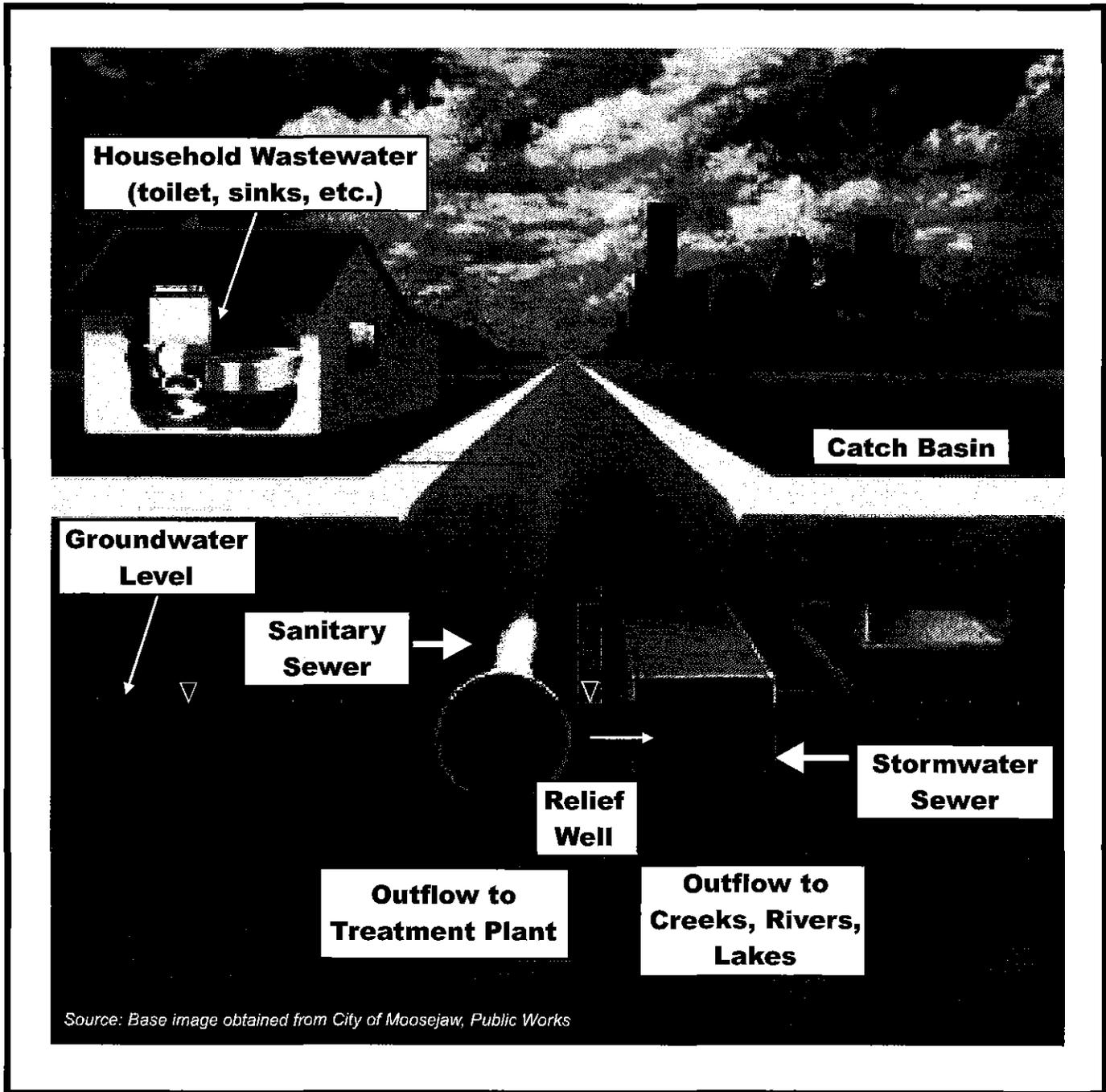
Appendix 3A - Sample Relief Well



Appendix 3B - Conventional Municipal Infrastructure



Appendix 3C - Relief Well System



May 31, 2012

APPENDIX 4

Mr. Muneef Ahmad, P. Eng., LEED AP
Water Resource Engineer

City of Mississauga
Transportation and Works
3484 Semenyk Court
Mississauga, ON
L5C 4R1

Re: Scope of Work for Monitoring Well Installation and Relief Well Rehabilitation

**Monitoring Well Installation and Relief Well Rehabilitation Proposal
Sandalwood-2 and Huron Heights Subdivision
Mississauga, Ontario**

Dear Mr. Ahmad,

The following letter outlines the proposed second phase (Phase 2) of work to be completed at the Sandalwood-2 and Huron Heights subdivisions. Results and findings from the investigation completed between June and August 2011 (Phase 1) indicated that the relief wells at both subdivisions (Sandalwood-2 and Huron Heights) required rehabilitation and re-evaluation of their performance. The Phase 2 work is critical for long term reliability of the groundwater control system at both subdivisions.

The work plan for Phase 2 will include installing one new monitoring well at Huron Heights and instrumenting a total of two (2) monitoring wells, (one at each subdivision). Once the monitoring wells are installed and the background water level data is obtained, rehabilitation on the relief wells at each subdivision will be completed followed by a comprehensive re-assessment of each well.

Sandalwood-2 Subdivision Monitoring Well

In order to obtain accurate water level fluctuations near the Sandalwood-2 subdivision, it is necessary to have a monitoring well isolated (not connected) from the relief well system and located at a distance that will not have direct interference effects when testing the relief wells. It was suggested by the Ministry of the Environment (MOE) that one of the monitoring wells near the boundaries of the Grand Highland Golf Club could be used as a suitable monitoring well for the Sandalwood-2 subdivision if permission to use the well is granted. We recommend pursuing this option prior to considering the installation of a new

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monitoring well. **Figure 1** shows the Sandalwood-2 subdivision and the location of the relief wells. **Figure 2** shows the relief wells and the target area for a Monitoring Well.

Huron Heights Subdivision Monitoring Well

At the Huron Heights Subdivision there is no pre-existing monitoring well for observing water level fluctuations in the area. We recommend that a new monitoring well (approx. 50' deep) be installed just west of the Golf Centre entrance on the City's property. The proposed location of the new monitoring well is presented on **Figure 3** (Green dot). This work should, if possible commence prior to the rehabilitation work on the relief wells. **Table 1** shows the cost estimate to install and instrument a single monitoring well.

Table 1: Cost to Install and Instrument Monitoring Well(s)

Description of Work Item	Cost
Wilson Water Wells: - Mobilization of Drill Rig - Drilling of 50', sampling at 2.5' intervals - 2" PVC Well screen (20') - 2" PVC Well casing (30') - Well Development - Flush Mount Manhole Cover	\$5,400
Genivar: - Project Management	\$800
MEL: - Obtaining Service/Utility locates	\$1,500
MEL: - Drilling Supervision - Grainsize analysis of soil samples - Datalogger supply and installation	\$2,000
Installation of Monitoring Well - Total:	\$9,700

Sandalwood-2 Subdivision Rehabilitation

The initial PTTW for the groundwater relief well system at Sandalwood-2 consisted of six wells (TN-1 to TN-6). During the well assessment work completed in June 2011, five of the six original well were located. The wells TN-1, TN-2 and TN-3, were found to be intact, and a full assessment including flow measurements, camera log, and step testing was completed on TN-2 and TN-3. The wells TN-5 and TN-6 were located, however, the wells have been filled in with debris. An attempt to salvage and redevelop wells TN-5 and TN-6 will be carried out in the next phase of work as part of the rehabilitation program. Upon careful review of the camera log, it was evident that in all of the wells, that debris or plugged material was built up against the screen slots. The water quality analysis of water from these wells indicates elevated levels of iron and manganese. The debris build up on the screen is likely a combination of iron and manganese particles and precipitated calcium carbonate. The years of well operation from the wells without maintenance have drastically lowered their yield and performance.

In order to rehabilitate these relief wells, we propose that each well be redeveloped by simultaneously jetting with water and pumping to waste. The water well drilling rig will be used to hydraulically lift and rotate the jetting tool cleaning all surfaces of the screen. By jetting with water, no air will be introduced into the aquifer therefore reducing the potential for the precipitation of iron, manganese and calcium carbonate. Since there is no biological fouling visible on the screen or casing, no chemical treatment is anticipated. Upon completion of the rehabilitation work, each well will be video logged with a downhole camera followed by a short step test. During the relief well re-assessment water quality samples will be collected and analyzed for the Peel Region Storm Sewer Discharge Parameters. The cost estimate and tasks for the rehabilitation work is presented in **Table 2**. The pricing structure provides a cost estimate for rehabilitation of all relief wells in the Sandalwood-2 subdivision, comprehensive field/office reduction and reporting of data for the entire subdivision.

Table 2:**Cost Estimate for the Rehabilitation Program and Reporting for the Sandalwood-2 Subdivision**

Description of Work Item	Cost
Wilson Water Wells: <ul style="list-style-type: none"> - General Mobilization - Mobilization of Drill Rig, and Water Truck (well to well) - Rehabilitation with Water Jetting (Avg. Well @ 100ft) – 5 Wells - Revive/clean out TN-5 and TN-6 - Temporary Alteration to block discharge line - Water tank for waste water - Disposal of waste water - Camera log recording upon completion - Step Testing after rehabilitation 	\$45,000
Genivar: <ul style="list-style-type: none"> - Startup Meetings and organization - Project Management 	\$3,000
MEL: <ul style="list-style-type: none"> - Field assessment after Rehabilitation, co-ordination and supervision of the entire Rehabilitation Program - Including the compilation of Video/inspection - Flow measurements - Step Testing - Data and interpretation - The reduction of all manual and digital data - The preparation of a Comprehensive Report that also includes the before and after Rehabilitation Results 	\$32,800
Other Expenses: <ul style="list-style-type: none"> - Laboratory Analysis of Water Quality Samples 	\$1,500
Rehabilitation of all Relief Wells at Sandalwood-2 - Total:	\$82,300

Huron Heights Subdivision Rehabilitation

At the Huron Heights subdivision twelve of the thirteen original relief well were inspected in June 2011. A full assessment was completed at each well including flow measurements, camera log, and step testing. Similar in conditions to the wells at Sandalwood-2 a review of the camera log, showed, debris was built up against the screen slots. Some of the wells had accumulated sediments plugging the bottom 10 – 30 feet. In some cases the sediments were blocking the screened sections. The water quality results from the samples at Huron Heights also indicated elevated levels of Iron and Manganese.

The same rehabilitation method (simultaneously jetting with water and pumping to waste) should be implemented to revive these relief wells. The drilling rig will be used to hydraulically lift and rotate the jetting tool cleaning all sides and surfaces of the screen. By jetting with water, no air will be introduced into the aquifer therefore reducing the potential for precipitation of iron, manganese and calcium carbonate. The re-assessment work for each relief well will follow the same procedures as outlined in the previous Sandalwood-2 rehabilitation work plan. The cost estimate and tasks for the rehabilitation work is presented in **Table 3**. The pricing structure provides a cost estimate for rehabilitation of all relief wells in the Huron Heights subdivision, comprehensive field/office reduction and reporting of data for the entire subdivision.

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Table 3:**Cost Estimate for the Rehabilitation Program and Reporting for the Huron Heights Subdivision**

Description of Work Item	Cost
Wilson Water Wells: <ul style="list-style-type: none"> - General mobilization - Mobilization of Drill Rig, and Water Truck (well to well) - Rehabilitation with Water Jetting (Avg. Well @ 100ft) – 12 Wells - Rehabilitate and clean out TN-5 and TN-6 - Temporary blockage of discharge line - Water tank/container for waste water - Disposal of waste water - Camera log recording upon completion - Step Testing after rehabilitation 	\$124,000
Genivar: <ul style="list-style-type: none"> - Startup Meetings and organization - Project Management 	\$3,000
MEL: <ul style="list-style-type: none"> - Field assessment after Rehabilitation, co-ordination and supervision of the entire Rehabilitation Program - Including the compilation of Video/inspection - Flow measurements - Step Testing - Data and interpretation - The reduction of all manual and digital data - The preparation of a Comprehensive Report that also includes the before and after Rehabilitation Results 	\$81,400
Other Expenses: <ul style="list-style-type: none"> - Laboratory Analysis of Water Quality Samples 	\$1,500
Rehabilitation of all Relief Wells at Huron Heights -Total:	\$209,900

The rehabilitation procedures outlined in this proposal are vital to the long term control of groundwater and the protection of services and homes at both the Sandalwood-2 and Huron Heights subdivisions. Once the rehabilitation work is completed all of the data from the wells will be compiled and incorporated into a comprehensive report document that also includes the Phase 1 initial assessment work. A summary of all the costs for this project is presented in Table 4.

Table 4: Total Estimated Cost for Phase 2 Relief Well Rehabilitation Program

Description of Work Item	Cost
Cost to Install and Instrument Monitoring Well(s)	\$9,700
Cost for the Rehabilitation Program and Reporting for the Sandalwood-2 Subdivision	\$82,300
Cost for the Rehabilitation Program and Reporting for the Huron Heights Subdivision	\$209,900
Phase 2 Project Sub-Total:	\$301,900
10% Contingency (administered by City)	\$ 30,190
HST (1.76% payable by City)	\$ 5,845
Phase 2 Project Total:	\$337,935

Yours very truly,



Don Hsu, P. Eng.
Project Engineer



William D. Morrison, P. Eng.
President

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Reference: Google Map, 2011 Google- Image 2011 DigitalGlobe FirstBase Solutions GeoE Data.

LEGEND

- Wells located
- Wells not located
- Wells located (damaged)

FIGURE 1

SANDALWOOD-2 AIRPHOTO WELL LOCATION MAP
Monitoring Well and Relief Well Rehabilitation Proposal

Mississauga, Ontario



383-111 Target Area MW Sandalwood-Fig-2.cdr/July 28, 2011



Reference: Google Map, 2011 Google - Image 2011 DigitalGlobe.

LEGEND

- Target area for Sandalwood Monitoring Well
(existing MWs from Grand Highland Golf Club)
- Sandalwood-2 Relief Well System

FIGURE 2

Target Area for Monitoring Well at Sandalwood
Monitoring Well and Relief Well Rehabilitation Proposal

Mississauga, Ontario

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LEGEND:

- Wells located
- Wells not located
- Wells located (damaged)

FIGURE 3

HURON HEIGHTS AIRPHOTO WELL LOCATION MAP
Monitoring Well and Relief Well Rehabilitation Proposal
 Mississauga, Ontario



393-111-9100-166-HH-01 July 4, 2011



Corporate Report

Clerk's Files

Originator's
Files EC.01-
CRE

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DATE: February 1, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

SUBJECT: **Dredging of Port Credit Harbour – Ward 1**

- RECOMMENDATION:**
1. That the Port Credit harbour be dredged to a depth of 1.2 meters (4 feet);
 2. That PN 13-336, Dredging of Port Credit Harbour, be established with a gross and net budget of \$554,000 allocated from the Capital Reserve Fund (Account 33121) into the Dredging of Port Credit Harbour project (PN13-336).
 3. That all necessary by-laws be enacted.

**REPORT
HIGHLIGHTS:**

- Port Credit Harbour boating operations have been negatively impacted by unusually low water levels and sediment accumulation in the harbour;
- Sedimentation study recommends dredging specifications and confirms river sediment meets environmental regulations for disposal on parkland;
- Dredging to a depth of 1.2 m (4 ft) in three areas of the harbour basin will return the water depth to navigable operations for recreational boaters and charter operators;
- Dredging is proposed for the fall of 2013 once all the necessary approvals are in place, at a cost of \$554,000.

BACKGROUND:

The boating activity in the harbour provides a vibrant focal point for Port Credit plus economic benefits such as:

- Revenues to the City through docking fees by the Charter Boats and Marina operations.
- Tourist revenue by boaters docking at the Credit Village Marina.
- Revenue to Port Credit through the Salmon Derby.
- Revenue to Port Credit by visitors to the charter boats; boaters using the launch ramps, plus general visitors to Port Credit that enjoy the waterfront, fishing and boat watching activity.

In recent years, a lack of precipitation has contributed to low water levels in the Great Lakes basin. In 2012, the water levels were the lowest observed since the 1960s. The low water levels in the Port Credit harbour are compounded by the sediment accumulation at the mouth of the Credit River. The charter boat operators had to relocate to the Credit Village Marina near the end of the 2012 boating season due to unusually low water levels within the docking areas. Within the Marina basin and at the Charter boat docks the water depth was as low as 0.3 meter (1 foot). Unless there is significant precipitation in the next few months, the Charter boat docking area and some docking areas within the Marina may not be usable towards the end of the boating season in 2013.

The Community Services Department engaged the services of Geomorphic Solutions Ltd. to undertake the Credit River Harbour Sedimentation Study (the Study) to understand the sedimentation processes occurring within the Credit River, determine actions that are required to address sedimentation and develop a long-term management strategy to mitigate sedimentation that will allow for improved boating operations in the harbour.

The Study found that the sediment is being transported from upstream in association with the ongoing urbanization of Peel Region. Given the sensitive nature of the wetlands north of the harbour and their provincial significance, the Study does not recommend capturing sediment upstream of the marina. The preferred solution is to dredge the problem areas in the harbour. The last time the harbour was dredged was in 1995/96.

The Port Credit Harbour is within the study areas for both the Port Credit Harbour West Parks Environmental Assessment and Inspiration Port Credit.

We have received public input through both studies requesting dredging of the harbour.

COMMENTS:

THE RATIONALE FOR DREDGING

The Study identified three problem areas where low water depths occur within the harbour (see Appendix A); the marina (Area 1), the access channel in the outer harbour (Area 2) and adjacent to the boat ramps and charter boat docks in Marina Park (Area 3). Models were developed to determine the amount of dredging that would be required to obtain 1.2 m (4 ft) and 2.4 m (8 ft) water depths in each of the problem areas.

Upon review of both scenarios with the Transportation and Works Department, dredging the harbour to a 1.2 m (4 ft) water depth has been determined to be the most cost effective option. Based on a review of historical water levels in Lake Ontario and river sediment accumulation, it is expected that additional dredging may be required to sustain the 1.2 m (4 ft) depth in at least five years.

It is expected that less sediment will need to be removed if the water depth of the harbour is maintained on a regular basis. The Ministry of the Environment considers maintenance dredging as a pre approved activity and so it is not be subject to a lengthy approvals process as part of an Environmental Assessment.

Ongoing maintenance dredging of the Port Credit Harbour and any long term recommendations resulting from the Inspiration Port Credit Strategic Master Plan relating to the harbour and marina operations will be considered as part of the Credit Village Marina's future operating budget and Parks and Forestry Business Plan.

DREDGING THE PORT CREDIT HARBOUR

Environmental testing of the river sediment determined that the dredged material would meet the environmental regulations to be deposited and stored on parkland.

The City will therefore not incur the costs associated with tipping fees at a registered landfill site, and can use the dredged material in park development.

The Study projected a volume of 2,580 cubic metres (91,111 cubic feet) of dredged material based on the 2010 bathymetry (topography) of the harbour basin. This is the equivalent of one (1) soccer field being covered with 30 cm (12 in) of material.

Preliminary investigation has identified City lands on Ninth Line (Ward10) and Park 302 (Ward 5) as potential sites to receive the dredged material.

Consultants will be engaged to undertake the final site selection, preparation of dredgeate and soils management plans as well as a restoration plan and the necessary agency approvals for the dredging.

It is anticipated that the permitting process will take 6 to 9 months allowing the dredging to take place in the fall of 2013.

FINANCIAL IMPACT: Funding in the amount of \$554,000 from the Capital Reserve Fund is requested to carry out the dredging of the Port Credit Harbour. This will include engaging the services of geomorphic consultants for dredgeate and soils management plans, environmental testing and agency approvals (\$85,000); construction contract to carry out dredging (\$343,000); and transportation and placement of the material on City lands including site preparation and a restoration plan (\$126,000).

CONCLUSION: Port Credit Harbour is a popular destination for recreation and charter boaters as well as fishers and spectators, providing a positive quality experience and economic benefit in the City. In recent years, low water levels in Lake Ontario and sediment accumulation at the mouth of the Credit River have challenged boating operations in the Port Credit Harbour. In order to ensure continued use by recreational boaters and charter operators, dredging the harbour to a depth of 1.2 m (4 ft) is recommended in the fall of 2013, once all the necessary agency approvals are obtained.

ATTACHMENTS: Appendix A: Recommended Dredging Areas



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

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

POTENTIAL DREDGING AREAS
Port Credit Harbour

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LEGEND



Potential Dredging Areas

- Area 1 = Credit Village Marina
- Area 2 = Access Channel
- Area 3 = Charter Boat Docks





Corporate Report

Clerk's Files

Originator's Files

DATE: January 28, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

SUBJECT: **Creative Communities Prosperity Fund-Funding Agreement**

RECOMMENDATION:

1. That the Commissioner of Community Services and the City Clerk be authorized to enter into the Creative Communities Prosperity Fund funding agreement with the Ministry of Tourism, Culture and Sport on behalf of the City of Mississauga, in a form satisfactory to Legal Services.
2. That all necessary bylaws be enacted.

REPORT HIGHLIGHTS:

- The City of Mississauga's Culture Division with assistance from the Sponsorship and Corporate Development Unit, has been awarded \$13,696 from the Creative Communities Prosperity Fund for the Meadowvale Village Heritage Conservation District Plan Review.

BACKGROUND: The Mississauga Culture Master Plan, adopted by Council on June 10, 2009, established the foundation for policy decisions and strategic investments in culture for the City of Mississauga. The Plan specifically speaks to the importance of strengthening heritage planning and the vital role it plays within Mississauga's Cultural sector. The conservation of The Meadowvale Village HCD represents

not just an important pillar of cultural significance in Mississauga's Culture Master Plan, but it also plays a key role in understanding how the region has developed since the early nineteenth century.

The Meadowvale Village Heritage Conservation District (HCD) has the proud distinction of being Ontario's first heritage conservation district. Meadowvale Village was designated a Heritage Conservation District on June 09, 1980 under Part V of the Ontario Heritage Act, and through municipal By-law 483-80. Meadowvale Village HCD has a distinct character with remnants of a nineteenth century village, representing a rare example in Ontario of a fully surveyed, planned community from the pre-Confederation era in an urban setting.

The purpose of this project is to update the current Meadowvale Village HCD Plan by having it conform to current provincial heritage legislation. Since its designation as a heritage conservation district, several significant changes have been made to the *Ontario Heritage Act* including the 2005 Amendments which provides municipalities more direct authority to protect heritage conservation districts. The key components of this Plan update include:

- In-depth historical analysis of each property within the Meadowvale Village Heritage Conservation District;
- Revise and update guidelines and policies for alterations to structures and property within the Meadowvale Village Heritage Conservation District; and
- Make changes to the City's Official Plan and Zoning Bylaws to support the updated Plan;

The result will be an up-to-date Heritage Conservation District Plan, based on best practices, which will conserve the existing heritage character and elements of Meadowvale Village plus help its residents manage sustainable change in the decades to come.

The Ontario Government through the Ministry of Tourism and Culture actively encourages municipalities to develop heritage planning projects similar to the Meadowvale Village Heritage Conservation District Plan Review. To support the advancement of cultural planning activities in Ontario, the Province created the Creative Communities Prosperity Fund (CCPF) with the following objectives:

- Assist municipalities and Aboriginal communities in undertaking Cultural Planning, and provide a mechanism to integrate culture/cultural policies with other forms of policymaking and planning systems (e.g., Official Plans, Land-Use Planning, Growth Plans, Economical Development and Sustainable Community Development Plans;
- Encourage the development and maximization of tools and initiatives that increase capacity for cultural planning and encourage community building and economic development; and
- Facilitate cross-sectoral (i.e. culture, business, environment, social services) collaboration and models to support the cultural vitality, creativity and economic sustainability of Ontario communities.

COMMENTS:

The vision of the Ontario Ministry of Tourism and Culture is to provide “leadership in building a strong and stable cultural sector that contributes to a prosperous creative economy and vibrant, liveable communities”. The Province has demonstrated a commitment to this vision by creating the Creative Communities Prosperity Fund in 2009 and encourages qualifying municipalities, first nations and not-for-profit organizations to apply for funding to help defray the cost of completing various qualifying culture-related projects and initiatives.

Culture Division, with assistance from the Sponsorship and Corporate Development Unit, took advantage of this funding opportunity and applied in Summer 2012. A sum of \$13,696 was awarded for the Meadowvale Village Heritage Conservation District Plan Review as the project met all the criteria required to receive funds from CCPF.

STRATEGIC PLAN:

The CCPF grant award and The Meadowvale Village Heritage Conservation District Plan Review strongly align with the City’s Strategic Plan under the Pillars of Belong and Connect.

Specifically, the pillar of Belong is supported as the Meadowvale Village HCD Plan Review builds and strengthens community capacity and support for cultural heritage conservation.

Most importantly however, is that the Meadowvale Village Heritage Conservation District Plan Review supports the strategic pillar of Connect by completing our neighbourhoods, protecting our cultural heritage, nurturing our “villages”, and supporting a strong, connected and vibrant community.

FINANCIAL IMPACT: The Meadowvale Village Heritage Conservation District Plan is being developed in house by Culture Division staff as a two year project which began in 2012. The cost of the entire project, including seconded staff resources, public engagement process, printing of various research documents associated with the project, etc, is estimated at \$250,000 over the two years. Funding through the Arts Reserve was approved as part of the 2012 and 2013 operating budgets as one time funding. The grant award from Creative Communities Prosperity Fund will allow the City to recover \$13,696 of the project’s cost.

CONCLUSION: The Meadowvale Village Heritage Conservation District Plan Review is an example of strategic and responsible cultural planning that increases the quality of life for residents of Mississauga. This project will help the City of Mississauga move the Culture Master Plan forward through its continued protection of its cultural, built and natural heritage resources. The funding from the Province through the CCPF is an example of a non-traditional funding source that has been utilized to offset a portion of the cost of the project.

ATTACHMENTS: Appendix 1: Creative Communities Prosperity Fund Provincial Funding Agreement



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

*Prepared By: James Docker, Grants Officer, Sponsorship and
Corporate Development*

ONTARIO FUNDING AGREEMENT

EGMS File #: 2012-08-1-6302543

THE AGREEMENT effective as of January 9, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the **Minister of Tourism, Culture and Sport**

(the "Province")

- and -

CORPORATION OF THE CITY OF MISSISSAUGA

(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

"Additional Funding Requirements" means the requirements as specified in Schedule "A".

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "C".

"Effective Date" means the date set out at the top of the Agreement.

"Eligible Expenses" means costs (exclusive of HST) incurred after the date of the Minister's Approval letter, and which are determined by the Ministry of Tourism, Culture and Sport (MTCS) in its sole discretion to be reasonable, necessary and directly incurred and paid by the Recipient for goods, equipment or services related to carrying out the Project as described in Schedule "B" and as such costs may be further described in Schedule "C".

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means \$13,696

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "B".

“Project End Date” means the last date when eligible expenses can be incurred for this Project.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Project schedule set out in Schedule “B”.

**ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

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- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2013 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "A"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2, and any Additional Funding Requirements described in Schedule "A";
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province shall only provide Funds for eligible expenses incurred by the Recipient on or before the Project End Date;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 Interest Bearing Account. If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

5.1 Acquisition. Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

- (a) it shall do so through a process that promotes the best value for money; and

- (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province all Reports in accordance with the timelines and content requirements set out in Schedule "A", or in a form as specified by the Province from time to time;
- (b) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

**ARTICLE 8
CREDIT**

8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient shall, in accordance with Schedule "E", acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.2 Publication. The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**ARTICLE 10
INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**ARTICLE 11
INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

**ARTICLE 13
TERMINATION WHERE NO APPROPRIATION**

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

**ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; and/or
- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of sixty (60) days or more.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

**ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR**

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16
FUNDS UPON EXPIRY**

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**ARTICLE 17
REPAYMENT**

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Tourism, Culture and Sport
401 Bay Street, Suite 1700
Toronto, ON M7A 0A7

Attention: Michelle V. Jones
Culture Programs Advisor
Email: ccpf-fpcc@ontario.ca

To the Recipient:

Corporation of the City of Mississauga
300 City Centre Drive
Mississauga, ON L5B3C1

Attention: Mark Warrack
Heritage Coordinator
Email: mark.warrack@mississauga.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 CONSENT BY PROVINCE

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20 SEVERABILITY OF PROVISIONS

- 20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

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26.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Specific Information and Additional Provisions;
- (b) Schedule "B" - Project Description and Timelines;
- (c) Schedule "C" - Budget;

- (d) Schedule "D" - Reports; and
- (e) Schedule "E" – Requirements for use of the Ontario logo and acknowledgement of Funding.

**ARTICLE 29
COUNTERPARTS**

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 30
JOINT AND SEVERAL LIABILITY**

30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE**

31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 32
BPSAA**

32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Tourism, Culture and Sport**

Name: Peter Armstrong
Title: Director, Programs and Services Branch

Date

CORPORATION OF THE CITY OF MISSISSAUGA

Name:
Title:

Date

Name:
Title

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$13,695.50
Funding Instalments	<p>Subject to subsection 4.2 of this Agreement,</p> <p>I. Ninety percent (90%) of the maximum funding amount, i.e. \$12,325.95 upon execution by both parties of the Agreement;</p> <p>II. Ten percent (10%), i.e. \$1,369.55 upon receipt and acceptance of a satisfactory Post-Project Report (PPR) that includes details noted in reporting section below.</p>
Address for notice if to the Province	<p>Michelle V. Jones Culture Programs Advisor Ministry of Tourism, Culture and Sport 401 Bay Street, Suite 1700 Toronto, Ontario M7A 0A7 Tel: (416) 314-5171 Email: ccpf-fpcc@ontario.ca</p>
Address for notice if to the Recipient	<p>Mr. Mark Warrack Heritage Coordinator Corporation of the City of Mississauga Civic Centre, 300 City Centre Drive Mississauga, ON L5B3C1 Tel: 905-615-3200 x3033 Email: mark.warrack@mississauga.ca</p>
Reporting	<p>A Final/Post-Project Report is due on or before: March 31, 2014 and must include the following:</p> <ul style="list-style-type: none"> • a Financial Summary of Revenues and Expenditures associated with the Project. See sample copy attached as Appendix 1 in Schedule "D" • a copy of Invoices and Proofs of Payment for all cash expenditures • a complete and signed copy of the Post-Project Report (PPR) Form. See sample copy attached as Appendix 2 in Schedule "D" • an electronic copy of all reports and publications (including news articles) produced as part of the Project • a sample of all materials indicating how the Province's support has been acknowledged in accordance with Article 8 of this Agreement, and • any other details that may be requested by the Province. <p>N.B.: Electronic forms of Appendix 1 and 2 can be obtained from your local Ministry contact or downloaded from the Grants Ontario web portal.</p>
Additional Funding Requirements	<p>The Province will not provide any Funds to the Recipient until the Recipient has provided:</p> <ul style="list-style-type: none"> • a signed completed Application for Electronic Funds Transfer (Direct Deposit) and Remittance Advice Notification for Suppliers (number 33-5098) form.
Additional Provisions	Nil

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SCHEDULE "B"
PROJECT DESCRIPTION AND TIMELINES

PROJECT DESCRIPTION AND TIMELINES	
Project Title and Description	<p>Meadowvale Village Heritage Conservation District Plan Review</p> <p>This project will enable the City of Mississauga to update the Meadowvale Village Heritage Conservation District Plan, created in 1980 to ensure that it conforms to the current Ontario Heritage Act legislation as well as current cultural heritage conservation principles and practices.</p>
Project End Date	<p>December 31, 2013</p> <p>N.B.: This is the last date when eligible expenses can be incurred for this Project.</p>
Key Milestones & Activities	<p>As per work plan included in your application for funding under the 2012-13 Creative Communities Prosperity Fund (CCPF)</p>

**SCHEDULE "C"
BUDGET**

TOTAL ELIGIBLE PROJECT COSTS: \$27,391

MAXIMUM FUNDS FROM THE PROVINCE: \$13,696

City of Mississauga	Amount (\$)
STAFFING COSTS	
Project management (existing staff)	\$ 22,891.00
PROGRAM EXPENSES	
Document Production and Printing	\$ 1,500.00
Public Engagement	\$ 3,000.00
TOTAL ELIGIBLE PROJECT EXPENSES:	\$ 27,391.00

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SCHEDULE "D"
REPORTS

(APPENDIX 1 –Financial Summary of Project Revenues and Expenditures)

THIS IS A SAMPLE ONLY – DO NOT COMPLETE

[Name of Organization] EGMS File # [insert File number]
For the period from: [month/year] to [month/year]

List Sources of Funds

Amount

Cash Contribution from Applicant/Partner Organizations:*

*Your contribution of staff salaries and benefits for new or existing staff specifically required for the project should be recorded as cash.

- 1
- 2
- 3

Other Government Funding/Private sector contributions:

- 1
- 2

List Contributors of In-kind Services/Materials:

- 1
- 2
- 3

Ministry of Tourism, Culture and Sport:

- 1. Funds Received to Date
- 2. Expected Holdback (10%)

TOTAL REVENUE

Cash Expenditures:*

Amount

*The line item expenditures listed immediately below should include eligible costs listed in Schedule "C". Invoices and Proofs of Payment must be submitted for all eligible cash expenditures.

- 1
- 2
- 3
- 4

List Type of In-kind Expenditures:

- 1
- 2
- 3

TOTAL EXPENDITURES

(APPENDIX 2 – Post Project Report Form)
THIS IS A SAMPLE ONLY – DO NOT COMPLETE

Organization Name:		
Contact Person for the Project:		Position/Title:
Telephone No:		Email Address:
Project Title:		
Project Start Date:	Project End Date:	Web site/link relating to the Project:
1. PROVIDE A BRIEF DESCRIPTION OF THE PROJECT FOR WHICH FUNDS WERE RECEIVED		
2. PLEASE EXPLAIN IF PROJECT WAS CARRIED OUT AS ORIGINALLY SUBMITTED AND/OR ANY DIFFERENCES BETWEEN YOUR PROJECT'S ACTUAL REVENUES AND EXPENSES		
3. AS SET OUT IN YOUR APPLICATION, SELECT AND DESCRIBE USING QUALITATIVE AND QUANTITATIVE EVIDENCE HOW YOUR PROJECT SUPPORTS / SUPPORTED AT LEAST TWO OF THE EXPECTED OUTCOMES OF THE FUNDING PROGRAM. PLEASE INCLUDE IN YOUR RESPONSE (AS APPLICABLE) THE IMPACT OF THE PROJECT IN TERMS OF HOW IT CONTRIBUTES OR WILL CONTRIBUTE TO BUILDING A STRONG AND STABLE CULTURE SECTOR, VIBRANT, LIVEABLE COMMUNITIES AND/OR A PROSPEROUS CREATIVE ECONOMY IN ONTARIO		
4. IF THE WORK UNDERTAKEN IN YOUR PROJECT RESULTED IN THE DEVELOPMENT OF A NEW MODEL OR INNOVATIVE TOOL, PLEASE DESCRIBE HOW YOUR ORGANIZATION WILL SHARE / SHARED THESE FINDINGS		
5. LIST THE NUMBER OF WORKSHOPS OR COMMUNITY MEETINGS HELD AND DESCRIBE HOW THEY HELPED TO SHAPE YOUR PROJECT'S GOAL. PLEASE INCLUDE IN YOUR RESPONSE, LOCATION(S) WHERE WORKSHOPS WERE CARRIED OUT AND NUMBER OF PARTICIPANTS AT EACH EVENT		
6. LIST AND DESCRIBE THE LEVEL OF COMMUNITY, REGIONAL / PROVINCIAL PARTNERS ASSOCIATED WITH YOUR PROJECT, AND HOW THEY ARE / WERE INVOLVED IN THE PROJECT OUTCOMES		
7. IF THE WORK UNDERTAKEN IN YOUR PROJECT IS TO BE CONTINUED PLEASE EXPLAIN HOW IT WILL BE SUSTAINED		
8. EXPLAIN HOW THE PROVINCE'S SUPPORT HAS BEEN ACKNOWLEDGED IN ACCORDANCE WITH ARTICLE 8 OF THE FUNDING AGREEMENT		

I hereby certify that the information contained in this report is true, correct and complete in every respect and that the records of revenues, purchases and expenditures (as indicated in Appendix 1 of this report) for this project will be kept and be available for at least seven (7) years.

Name of Authorized Official (please print):	Signature:	Date:
Title of Authorized Official (please print):	Name of Organization:	

SCHEDULE "E"
REQUIREMENTS FOR USE OF THE ONTARIO LOGO AND ACKNOWLEDGMENT OF FUNDING

Below are the requirements for use of the Ontario logo and acknowledgment of funding in all print and electronic communications, reports and publications produced in relation to the Project:

- 1). The Ontario logo should be used only as provided. The visual or structural relationship may not be changed in any way.

- 2). In most applications (e.g. business stationery), the Ontario logo appears in a black against a white or light background, e.g.



or, in white against a black or dark background, e.g.



There is no colour version of the logo. Digital files of the Ontario logo, in three formats (eps, tif and jpg) will be provided by the Province.

- 3). When accompanying other corporate logos, the Ontario Logo should be the same size.

- 4). The ministry name should not be used with the Ontario logo. Acknowledgement is of the **Government of Ontario** not the Ministry. The following are the two most common tag lines:
 - Funded by the Government of Ontario

 - or

 - Funding provided by the Government of Ontario



Corporate Report

Clerk's Files

Originator's
Files

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DATE: January 28, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

SUBJECT: **Museums and Technology Fund-Funding Agreement**

- RECOMMENDATION:**
1. That the Commissioner of Community Services and the City Clerk be authorized to enter into the Museums and Technology Fund funding Agreement with Ministry of Tourism, Culture and Sport on behalf of the City of Mississauga, in a form satisfactory to Legal Services.
 2. That PN 13-499 Museum Computer Equipment purchase with a gross budget of \$24,500 and net budget of zero be created. \$12,209 funded from the Museums and Technology Fund and the remaining amount of \$12,291 funded by Friends of Museum.
 3. That all necessary bylaws be enacted.

**REPORT
HIGHLIGHTS:**

- The City of Mississauga's Culture Division, with assistance from the Sponsorship and Corporate Development Unit, has been awarded \$12,209 from the Museums and Technology Fund for the Museums of Mississauga Database Upgrade Project.

BACKGROUND: In January of 2013, the City of Mississauga was awarded a grant from the Museum and Technology Fund that is administered by Ministry of Tourism, Culture and Sport in the amount of \$12,209. Funds from this grant award are to be used to offset a portion of the cost of the Museums of Mississauga Database Upgrade Project.

As a stipulation of the grant award, the City is required to enter into an agreement with Province of Ontario to activate the transfer of the funds to the City.

PRESENT STATUS: Preparation of the Database Upgrade Project has begun and, will be completed this Fall. As a result, the City is able to request remittance of 90% the grant funds from Ministry of Tourism, Culture and Sport.

COMMENTS: The Museums of Mississauga Database Upgrade Project will improve its collections management capability by upgrading its technological infrastructure. This will be accomplished by converting its collections database from Access to Past Perfect. By utilizing Past Perfect's bar coding system, the museums will improve their ability to safely and effectively move and care for collections as the organization prepares for expanded storage. These advancements in technological infrastructure will make Mississauga's heritage more accessible, provide access to better educational opportunities for Ontarians, allow the Museums of Mississauga to create online exhibits and upload more content to Artefacts Canada.

STRATEGIC PLAN: The Museums and Technology grant award and Museums of Mississauga Database Upgrade Project strongly align with the City's Strategic Plan under the Pillars of Belong and Connect.

The pillar of Belong is supported as the Museums of Mississauga Database Upgrade Project builds and strengthens Mississauga's communal sense of identity through the preservation of cultural artefacts that ensure that Mississauga will be able to accurately chronicle its history for future generations.

A comprehensive case can also be made for the Museums of Mississauga Database Upgrade Project supporting the strategic pillar of Connect. Through the use of best practices and innovative technology the Museums of Mississauga will be able to share full collections online and continue to connect new audiences with Mississauga's rich and diverse past.

FINANCIAL IMPACT: The cost of the Museums of Mississauga's Database Upgrade Project is \$24,500 to purchase the software and for staff training on its use. The grant award from the Museums and Technology Fund will allow the City to recover \$12,209 of the project's cost. The remaining costs will be offset by a donation from the Friends of the Museum and use of existing staff resources assigned to this project.

CONCLUSION: The Museums of Mississauga's Database Upgrade Project is an example of an innovative and beneficial technology that increases access and preservation Mississauga's cultural resources and artefacts for residents of Mississauga. The funding from the Ministry of Tourism, Culture and Sport's Museums and Technology Fund is an example of an alternative funding source that has been utilized to offset a portion of the cost of the project.

ATTACHMENTS: Appendix 1: Museums and Technology Fund Provincial Funding Agreement



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

*Prepared By: James Docker, Grants Officer, Sponsorship and
Corporate Development*

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ONTARIO FUNDING AGREEMENT
EGMS File #: 2012-08-1-5911443

THE AGREEMENT effective as of January 9, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the **Minister of Tourism, Culture and Sport**
(the "Province")

- and -

City of Mississauga
(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

- 1.1 **Interpretation.** For the purposes of interpretation:
 - (a) words in the singular include the plural and vice-versa;
 - (b) words in one gender include all genders;
 - (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
 - (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
 - (e) "include", "includes" and "including" shall not denote an exhaustive list.

- 1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Additional Funding Requirements” means the requirements as specified in Schedule “A”.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

“Budget” means the budget attached to the Agreement as Schedule “C”.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Expenses” means costs incurred after the date of the Minister’s Approval letter and before the project end date, and which are determined by the Ministry of Tourism, Culture and Sport (MTCSS) in its sole discretion to be reasonable, necessary and directly incurred and paid by the Recipient for goods, equipment or services related to carrying out the Project as described in Schedule “B” and as such costs may be further described in Schedule “C”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 26.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Maximum Funds” means \$12,209

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “B”.

“Project End Date” means the last date when Eligible Expenses can be incurred for this Project.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Project schedule set out in Schedule “B”.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on 9/1/2013 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "A"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2, and any Additional Funding Requirements described in Schedule "A";
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province shall only provide Funds for eligible expenses incurred by the Recipient on or before the Project End Date;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (e) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

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- (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 Interest Bearing Account. If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS**

5.1 Acquisition. Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

- (a) it shall do so through a process that promotes the best value for money; and

- (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province’s prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

**ARTICLE 6
CONFLICT OF INTEREST**

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province all Reports in accordance with the timelines and content requirements set out in Schedule “A”, or in a form as specified by the Province from time to time;
- (b) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

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- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:
- (a) inspect and copy the records and documents referred to in section 7.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in accordance with Schedule "E", acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

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**ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**ARTICLE 10
INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**ARTICLE 11
INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

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- (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of sixty (60) days or more.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

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14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the

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Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

**ARTICLE 18
NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Tourism, Culture and Sport
401 Bay Street, Suite 1700
Toronto, ON M7A 0A7

Attention: Doreen Di Iorio
Programs Assistant
Tel: (416) 314-7126
Email: mtf_fmt@ontario.ca

To the Recipient:

City of Mississauga
Civic Centre
300 City Centre Drive
Mississauga, Ontario L5B 3C1

Attention: Hazel McCallion
Mayor
905-615-3200 x4313
james.docker@mississauga.ca

- 18.2 **Notice Given.** Notice shall be deemed to have been received:
 - (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

**ARTICLE 19
CONSENT BY PROVINCE**

- 19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

**ARTICLE 21
WAIVER**

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**ARTICLE 25
FURTHER ASSURANCES**

25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**ARTICLE 27
SURVIVAL**

- 27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

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ARTICLE 28 SCHEDULES

- 28.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - Project Specific Information and Additional Provisions;
 - (b) Schedule "B" - Project Description and Timelines;
 - (c) Schedule "C" - Budget;
 - (d) Schedule "D" - Reports; and
 - (e) Schedule "E" – Requirements for use of the Ontario logo and acknowledgement of Funding.

ARTICLE 29 COUNTERPARTS

- 29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30 JOINT AND SEVERAL LIABILITY

- 30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE

- 31.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 32 BPSAA

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with her Majesty the Queen in right of Ontario or a Crown agency;

- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 34
ENTIRE AGREEMENT**

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Tourism, Culture and Sport**

Name: Peter Armstrong
Title: Director, Programs and Services Branch

Date

City of Mississauga

Name:
Title:

Date

Name:
Title

Date

I/We have authority to bind the Recipient.

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SCHEDULE "A"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
Maximum Funding	\$12,209.00
Funding Instalments	<p>Subject to subsection 4.2 of this Agreement,</p> <p>I. Ninety percent (90%) of the maximum funding amount, i.e. \$10,988.10 upon execution by both parties of the Agreement;</p> <p>II. Ten percent (10%), i.e. \$1,221.90 upon receipt and acceptance of a satisfactory final report that includes details noted in reporting section below.</p>
Address for notice if to the Province	<p>Doreen Di Iorio Programs Assistant Ministry of Tourism, Culture and Sport 401 Bay Street, Suite 1700 Toronto, Ontario M7A 0A7 Tel: (416) 314-5171 Email : mtf_fmt@ontario.ca</p>
Address for notice if to the Recipient	<p>Hazel McCallion Mayor City of Mississauga Civic Centre 300 City Centre Drive Mississauga, Ontario L5B 3C1 905-615-3200 x4313 james.docker@mississauga.ca</p>
Reporting	<p>The Final Report is due on or before December 31, 2013</p> <p>The Final Report must include the following:</p> <ul style="list-style-type: none"> • a complete and signed copy of the Post-Project Report (PPR) Form, in accordance with Schedule D. • a Financial Summary of Project Revenues and Expenditures • a copy of Invoices and Proofs of Payment for all cash expenditures • an electronic copy of all reports and publications (including news articles) produced as part of the Project • a sample of all materials produced as part of the Project indicating how the Province's support has been acknowledged in accordance with Article 8 of this Agreement, and, • any other details that may be requested by the Province.
Additional Funding Requirements	<p>The Province will not provide any Funds to the Recipient until the Recipient has provided:</p> <ul style="list-style-type: none"> • Proof of Insurance in accordance with section 11.2 of this Agreement
Additional Provisions	<p>All records of project revenues, purchases and expenditures must be kept and be available for at least seven (7) years from the date of submission of the Post Project Report to the Province.</p>

SCHEDULE "B"
PROJECT DESCRIPTION AND TIMELINES

Project Description	<p>The Museums of Mississauga Database Upgrade Project</p> <p>The Museums of Mississauga will improve its collections management capability by upgrading its technological infrastructure. This will be accomplished by converting its collections database from Access to Past Perfect. By utilizing Past Perfect's bar coding system, the museums will improve their ability to safely and effectively move and care for collections as the organization prepares for expanded storage. These advancements in technological infrastructure will make Mississauga's heritage more accessible, provide access to better educational opportunities for Ontarians, allow the organization to create online exhibits and upload more content to Artefacts Canada.</p>
Project End Date	<p>September 1, 2013</p> <p>N.B.: This is the last date when eligible expenses can be incurred for this Project.</p>
Key Milestones and Activities	<p>As per the work plan included in application for funding under the 2012-13 Museums and Technology Fund</p>

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**SCHEDULE "C"
BUDGET**

TOTAL ELIGIBLE PROJECT COSTS: \$24,419.00

MAXIMUM FUNDS FROM THE PROVINCE: \$12,209.00

City of Mississauga	Amount (\$)
STAFFING COSTS	
Collections Assistants (2 contract staff x 10 wks)	\$ 11,816.00
Collections & Exhibit Supervisor overtime	\$ 2,806.00
Collections Assistant overtime	\$ 1,434.00
PROGRAM EXPENSES	
Past Perfect Software	\$ 3,869.00
Data Conversion & Restoration	\$ 2,760.00
Bar Code Printers (2)	\$ 987.00
Bar Code Scanners (2)	\$ 747.00
TOTAL ELIGIBLE PROJECT EXPENSES:	\$ 24,419.00

SCHEDULE "D" REPORTS

The Recipient must complete and submit a Post-Project Report (PPR) to the Province by the Due Date specified in the table below. The Recipient may be required to submit an interim report on the status of the project upon request. All reports must be submitted to the Province by their due date.

The MTF PPR form can be obtained from the Province by contacting the Province's designate:

Ministry of Tourism, Culture and Sport
401 Bay Street, Suite 1700
Toronto, Ontario M7A 0A7
Attention: Doreen Di Iorio
(416) 314-7126
Email: mtf_fmt@ontario.ca

The PPR is a qualitative and quantitative report on the outcomes of the project; performance metrics, including the measurement mechanism by which data was gathered and evaluated, as well as a final financial report reconciling actual expenditures with budgeted and received amounts. The PPR collects the following information:

- (a) an indication of whether the objectives of the Project are being / were met;
- (b) a description of how the success of the Project is being / was measured;
- (c) a description of the level of community participation and response;
- (d) details of how the Province's support has been acknowledged;
- (e) an unaudited statement which accounts for Project revenue and expenditures;
- (f) any other details that may be requested by the Province.

Name of Report	Due Date
1. Museums and Technology Fund (MTF) Post Project Report	December 31, 2013
2.	
3.	
4.	
5.	
6. Reports specified from time to time	On a date or dates specified by the Province.

SCHEDULE "E"

REQUIREMENTS FOR USE OF THE ONTARIO LOGO AND ACKNOWLEDGMENT OF FUNDING

Below are the requirements for use of the Ontario logo and acknowledgment of funding in all print and electronic communications, reports and publications produced in relation to the Project:

- 1). The Ontario logo should be used only as provided. The visual or structural relationship may not be changed in any way.

- 2). In most applications (e.g. business stationery), the Ontario logo appears in a black against a white or light background, e.g.



or, in white against a black or dark background, e.g.



There is no colour version of the logo. Digital files of the Ontario logo, in three formats (eps, tif and jpg) will be provided by the Province.

- 3). When accompanying other corporate logos, the Ontario Logo should be the same size.

- 4). The ministry name should not be used with the Ontario logo. Acknowledgement is of the **Government of Ontario** not the Ministry. The following are the two most common tag lines:
 - Funded by the Government of Ontario

 - or - Funding provided by the Government of Ontario.



Corporate Report

Clerk's Files

Originator's
Files

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DATE: January 21, 2013

TO: Chair and Members of General Committee
Meeting Date: February 13, 2013

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

SUBJECT: **Pan American and Para Pan Games**

- RECOMMENDATION:**
1. That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute a Licence Agreement with Toronto Organizing Committee ("TO2015") for the 2015 Pan American ("Pan Am Games") and Para Pan American Games ("Para Pan Am Games") for the use of the Hershey Centre bowl and community rinks from June 2, 2015 through August 24, 2015, in a form satisfactory to the City Solicitor.
 2. That two members of Council be appointed to the Mississauga Pan Am/ Para Pan "TO2015" Games Steering Committee.

**REPORT
HIGHLIGHTS:**

- TO2015 will host the Pan American and the Para Pan American Games beginning July 10, 2015. The Games are expected to attract 1.2 million visitors to the Greater Toronto Area. The Pan Am Games will involve approximately 6,000 athletes and 2,400 coaches and team officials representing forty one (41) countries. The Para Pan American Games will attract 1,500 athletes and 900 coaches and team officials.
- Mississauga is considered the 4th largest cluster for Pan/Para Pan events, providing an opportunity to showcase the City to spectators and athletes travelling to and from Pearson

International Airport and who are attending and participating at events within the city and region. The Hershey Centre will host judo, karate, taekwondo, wrestling, goalball, powerlifting, and wheelchair rugby. Goalball, powerlifting and wheelchair rugby are Para Pan events.

- Based on the international scope of the Games and the coordination across provincial, regional and municipal levels of government, it is recommended that a City of Mississauga Pan Am/Para Pan Am Games Steering Committee be established. The Steering Committee will include members of Council and staff.
- The agreement with TO2015 provides exclusive use of the Hershey Centre and Community rinks from June 2, 2015 through August 24, 2015. TO2015 has identified a non-exclusive period from May 1, 2015 allowing TO2015 to prepare the building layout, inspect the facility and install equipment provided that this does not interfere with the Facility Owner/ Manager's use of the facility or its revenue generating capacity.
- The license agreement with TO2015 will provide the City with \$260,000 to cover foregone rental revenue; compensation for all out-of-pocket labour and material to host the games; and the opportunity to generate net revenue from food and beverage sales. In summary the games will be revenue and cost neutral relative to the operation of the building over the past three years (2010-2012), adjusted for inflation.

BACKGROUND:

The Pan Am Games will take place from July 10 through July 26, 2015. The Para Pan Am Games will run from August 7 through August 14, 2015. The Games are the second largest multi-sport festival in the world behind the Summer Olympics.

The Pan Am Games will involve about 6,000 athletes and 2,400 coaches and team officials. The Para Pan Am Games will attract 1,500 athletes and approximately 900 coaches and team officials. There are 41 countries represented in these games, from which many of our residents have immigrated. The Games will bring Technical delegates, Games Officials, members and staff of International Sport Federations, International Dignitaries and Broadcast/ Media staff to host communities. An estimated 1.2 million people will attend Pan Am Game's events and an additional 200,000 individuals will attend

Para Pan Am Games activities. TO2015 estimates that the Games will involve 17,000 volunteers.

COMMENTS:

As a host community, the City has a unique opportunity to showcase the Hershey Centre, engage our community in an international sporting festival, feature local culture and celebrate sport through one of the largest international sporting events in the world. This report outlines the favourable terms of the License Agreement as well as the City's plans and responsibilities for implementation of the event.

Mississauga Pan Am/ Para Pan Games Steering Committee

Based on the number of visitors, the international scope of the Games and the coordination across provincial, regional and municipal resources it is recommended that a City of Mississauga Pan Am/ Para Pan Steering Committee be established. The Steering Committee will include members of Council (to be appointed by Council) and staff.

The purpose of the Steering Committee is to ensure planning, organizing and communications are in place to take full advantage of the Pan Am/ Para Pan Games opportunity. The Steering Committee will include staff from Recreation, Hershey Centre venue management, Corporate Communications, Transit, Culture, Emergency Planning and others as may be required. For 2013 the Committee would meet every 6-8 weeks, with the frequency of meetings increasing in 2014 and 2015 leading up to the events.

Planning will involve provincial, regional and local resources with a broad range of activities that include:

- Venue Management;
- Protocol and Media Relations;
- Community Events;
- Community Sport;
- Mississauga Toronto West Tourism;
- Transit; and
- Emergency Planning.

The Director of Recreation will Chair the Steering Committee.

Tourism Strategy

The Pan Am/ Para Pan Games and a growing desire to pursue sport tourism events in the future, supports the need for a skilled and dedicated resource in the area of tourism, sport tourism and bid management. In early 2013, Council will receive the Sports Tourism Strategy. Its implementation will also reinforce this need. A new Sport Tourism/ Events position described below will be identified for Council's consideration in the 2014 budget submission. Specific responsibilities that will be included in the proposed job description include:

- Development of sport hosting bids (Ontario Summer Games);
- Supporting local sport events;
- Development of Sport Hosting event on-line information and tools;
- Liaison to TO2015;
- Co-ordination of the City Pan Am/ Para Pan Steering Committee;
- Community Excitement and Awareness Campaign for the Pan Am/ Para Pan Games;
- Partnership engagement for sport tourism; and
- Building a stronger relationship with Mississauga West Toronto Tourism, Sport Council, sport groups and youth.

The unique skill sets and external networks required to successfully secure and host large scale, high profile and complex events, and to work with Tourism stakeholders including hotel operators, Mississauga Toronto West Tourism, the Mississauga Tourism Board, and the Mississauga Sports Council, justify the need for a resource until at least the conclusion of the Pan Am Games. To address the immediate planning issues related to the Pan Am events and bid for the Ontario Summer Games, staff will look for capacity within existing staffing resources.

Event Schedule

The Hershey Centre will host the following Pan Am events in 2015.

Wrestling	Saturday, July 11 through Tuesday, July 14
Judo	Wednesday, July 15 through Saturday, July 18
Tae Kwan Do	Sunday, July 19 through Wednesday, July 22
Karate	Thursday, July 23 through Saturday, July 25

The Para Pan Am events will operate immediately after the Pan Am Games with the dates of individual events to be confirmed. TO2105 is proposing that the Hershey Centre host goalball, powerlifting and wheelchair rugby as part of the Para Pan Am Games. The agreement to host Para Pan Am events will extend the use of the building through August 24, 2015.

Test events may be required in 2014. Test events will be scheduled based on Hershey Centre availability. Pricing will be based on the market rate typically provided to amateur sport organizations for an event of similar scope and duration.

Licence Fee and Additional Costs

TO2015 has agreed to pay the City a fixed license fee of \$260,000 plus HST during the exclusive period. The fee provides the City with revenue comparable to what would have been earned had the License Agreement not been entered into and “keeps the municipality whole” with regard to the revenue impact of the Games (Appendix 1). The license fee was calculated by reviewing the previous three year revenues from June through August, adjusted for inflation.

In addition, TO2015 will be responsible to pay additional out of pocket costs for the event including guest services, ushers, security, cleaning, electrical distribution, rigging, telecom, plumbing, food, beverage, lighting and show services.

During the exclusive use period the supply of food and beverage will remain the responsibility of the City. Net revenues from food and beverage sales will be retained by the City.

The proposed license fee represents fair value to the City, allows the facility to charge back all additional fees to stage the events and avoids lost revenue to the City for use of the Hershey Centre during the period of the Games.

The financial model was developed by staff in consultation with representatives of TO2015, SMG (Venue Manager) and Financial Services.

Facility Use and Operations

The exclusive use includes the Hershey Centre bowl and community rinks. The License Agreement outlines how the building space is allocated for athlete training, coaches, officials, volunteers, security, media, dignitaries and competition. Set up of the building and athlete training begins June 2, 2015. The Pan Am Games officially open on July 10, 2015. The Para Pan Games will start immediately after the Pan Am events.

TO2015 will use the Facility Owner's/ Event Management staff to operate the building. Staff will comply with TO2015's standard of dress and Games style accessories. Any training specific to the Games will be provided and paid for by TO2015.

The licence agreement with TO2015 allows the Hershey Sport Complex (field house and gymnastics) to maintain current activities during the Games.

Pan Am Games Breakfast

As part of the effort to increase local community awareness and excitement of the Pan Am Games, TO2015 Chief Executive Officer Ian Troop will deliver an overview of the Pan Am/ Para Pan Games at a breakfast presentation on Wednesday morning February 20th in the Great Hall.

After the breakfast Mr. Troop will attend Council to provide an overview of Mississauga's direct involvement in the Games, the positive impact to sport, culture, volunteerism and local economic benefit through tourism spending that the Pan Am experience will provide.

Community Events

The Games offer a number of community engagement events, designed to build awareness and interest as well as to showcase Mississauga's role as one of the largest event clusters. The first event will be the Pan Am Mural experience in the Spring of 2013, followed by the Two Year Count Down in July 2013, the One Year Count Down (also known as "Viva La Noche") in July 2014 and the torch relay. Council will be kept informed on plans as they are developed for each of these milestone events.

Suppliers, Naming Rights, Signs and Advertising

Over the past year the discussions for use of the Hershey venue have allowed for a greater awareness for managing supplier/ naming agreements in the face of international and/ or high profile tourism events. For example, the recent pouring agreement contains a clause that allows the City to temporarily suspend supplier rights with respect to certain events. Going forward staff will include this clause in future supplier/ sponsor agreements.

The current beverage contract will be renewed in 2014 and a clause allowing for exclusion during Pan Am/ Para Pan Games will be included, if required.

The Sportzone naming and supply of confectionary products with Hershey Canada ends June 30th, 2015. The relationship with Hershey Canada has been in existence since 1997 and was renewed in 2005. The Sportzone includes the Hershey Centre, Iceland Arena and the Sport Complex. Discussions with Hershey Canada to continue the current relationship will begin later this year.

If the supply of chocolate product and the naming agreement are renewed, all locations across the City would continue to offer Hershey products. As well all permanent external "naming" signs (see photos in Appendix 2) at the Sportzone will remain in place during the Pan Am/ Para Pan Games.

However, from June 2, 2015 through August 24, 2015, TO2015 would have the ability to cover internal signs and have another supplier of confectionary products at the Hershey Centre. As the current contract with Hershey Canada expires as of June 30, 2015 there is the opportunity to structure a revised agreement to include any temporary changes.

FINANCIAL IMPACT: A guiding principle in the negotiations with TO2015 was to "make the city whole". The \$260,000 in rental fees and charge back provisions within the license agreement provides for payments that will match rental revenues generated during the same time frame in previous years and allows the facility to recover all additional costs to operate the events. According to the license agreement the City is to retain the net revenues from food and beverage sales.

With Mississauga being the gateway for tourists, athletes and officials' tourism activity through hotel stays, food sales and other retail activity will be a significant opportunity for the local economy.

CONCLUSION:

The Pan Am and Para Pan Am Games present an excellent opportunity for the City of Mississauga to showcase the Hershey Centre, Celebration Square and other local destinations demonstrating the City's capacity to host international sporting events, which is essential to entering a competitive tourism/sports tourism market. The next two years will be an exciting time for the Golden Horseshoe Region as 17 host municipalities prepare for the games and the legacy they will leave our respective communities.

The Pan Am and Para Pan Games represent allow the opportunity for the City of Mississauga to participate in a bona fide international event that will celebrate sport, culture, volunteers and showcase the City to the Americas.

ATTACHMENTS:

- Appendix 1: Hershey Centre Event Revenues: June – August, 2010 through 2012
- Appendix 2: Hershey Centre Permanent Signs



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

Prepared By: Stu Taylor, District Manager, Northeast

Hershey Centre Event Revenues: June - August 2010-2012

Pan Am Games June 2 - Aug 4				
	Events	Rink Rentals	Other Revenue	Total
2010	\$ 122,921	\$ 36,378	\$ 8,760	\$ 168,059
2011	\$ 121,982	\$ 4,681	\$ 21,813	\$ 148,477
2012	\$ 161,748	\$ 11,398	\$ 17,750	\$ 190,896
Average	\$ 135,550	\$ 17,486	\$ 16,108	\$ 169,144

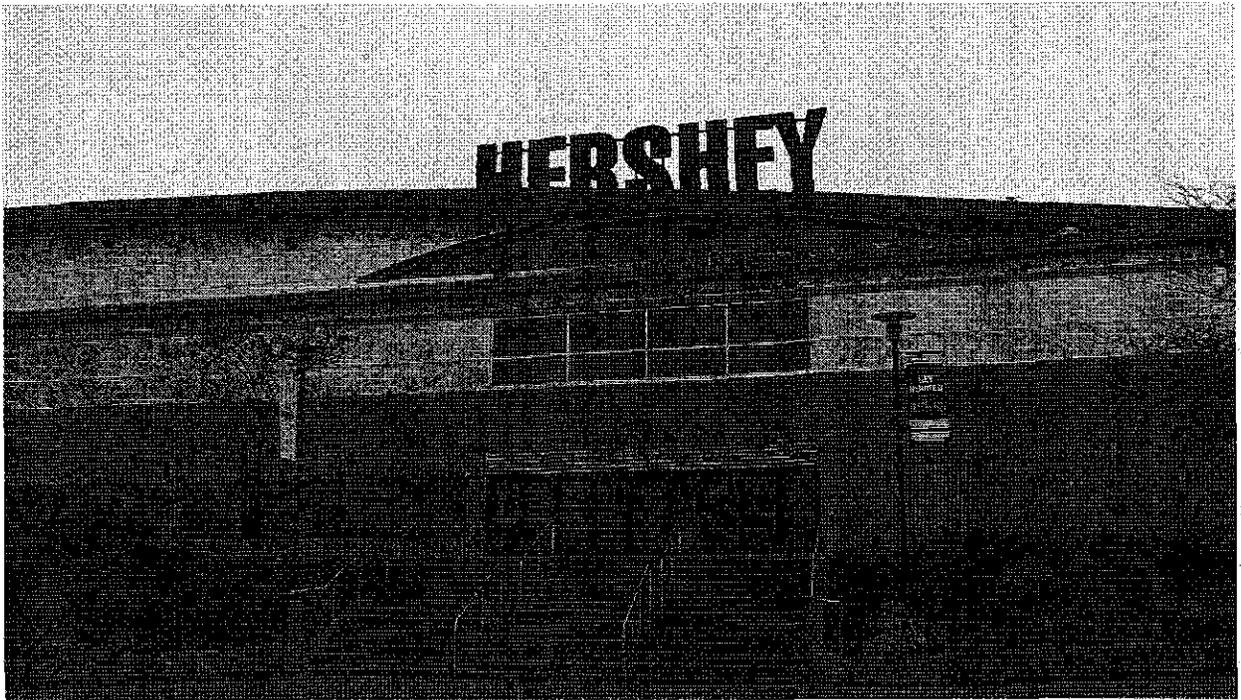
Para Pan Games Aug 5 - 24				
	Events	Rink Rentals	Other Revenue	Total
2010	\$ 11,774	\$ 30,921	\$ 591	\$ 43,285
2011	\$ 34,066	\$ 34,768	\$ 6,597	\$ 75,430
2012	\$ 60,733	\$ 21,191	\$ 5,630	\$ 87,555
Average	\$ 35,524	\$ 28,960	\$ 4,273	\$ 68,757

Total	\$ 171,075	\$ 46,446	\$ 20,380	\$ 237,900
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CPI Increment @ approx 3% per year \$ 22,100

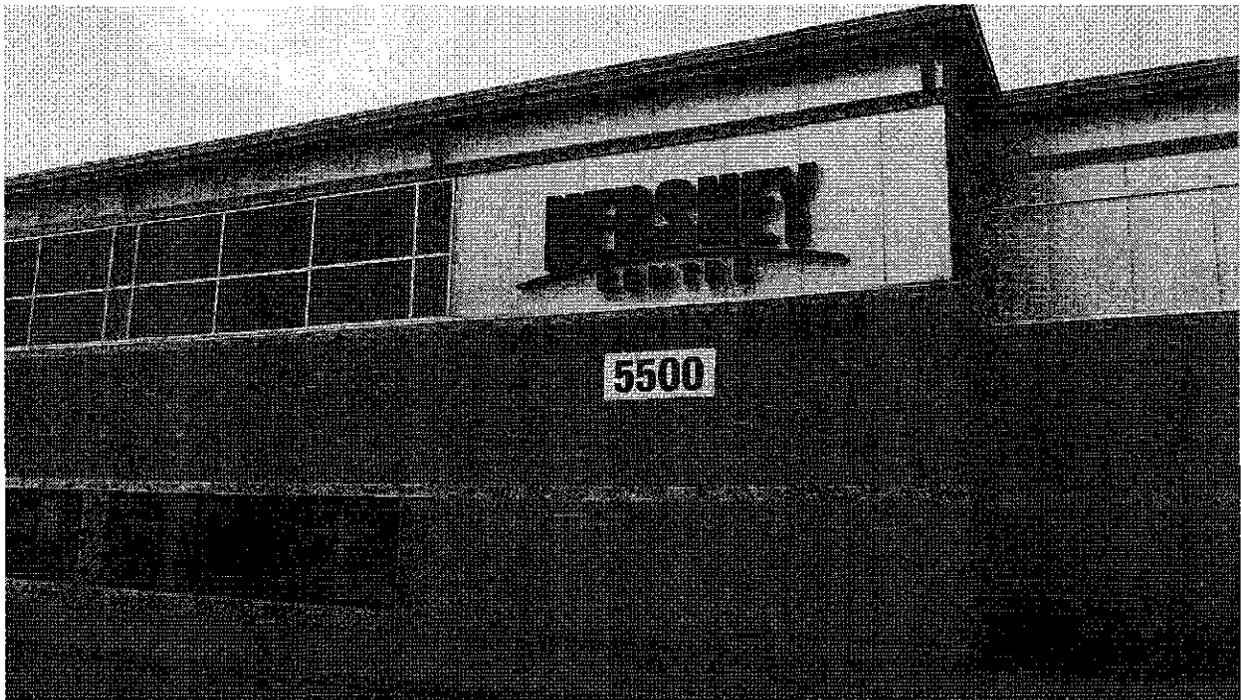
Adjusted 2015 Total	\$ 260,000
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Hershey Centre Permanent Signage



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REPORT 1-2013

General Committee

FEB 13 2013

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Environmental Advisory Committee presents its first report for 2013 and recommends:

EAC-0001-2013

1. That the PowerPoint presentation by Lydia Pawlenko Lobos, Ward 1 resident, entitled "Wood Smoke in Mississauga: Towards banning the greatest source of home air pollution," to the Environmental Advisory Committee on February 5, 2013 be received; and
2. That the document entitled "Residential Wood Smoke: The Truth Some Facts," by the Canadian Clean Air Alliance be received.

(EAC-0001-2013)

EAC-0002-2013

That the Environmental Advisory Committee supports increasing education and awareness regarding the air quality and health impacts of indoor residential wood burning by incorporating messaging into the existing Fire and Emergency Services Division, Community Services Department, "Home Safe Home" fire safety program, promoting the information available on the Region of Peel's Public Health website, increasing messaging to curtail wood burning during poor air quality events, and creating a new web page under the City of Mississauga's Living Green website.

(EAC-0002-2013)

EAC-0003-2013

1. That the PowerPoint presentation by Lincoln Kan, Manager, Environmental Services, entitled "Stormwater Financing Study (Phase 1)," to the Environmental Advisory Committee on February 5, 2013 be received; and
2. That staff be directed to prepare an update regarding the Stormwater Financing Study (Phase 1) for consideration at a future Environmental Advisory Committee meeting.

(EAC-0003-2013)

EAC-0004-2013

That the PowerPoint presentation by Muneef Ahmad, Water Resources Engineer, entitled "Low Impact Development," to the Environmental Advisory Committee on February 5, 2013 be received.

(EAC-0004-2013)

EAC-0005-2013

That the chart from Environment staff with respect to upcoming agenda items and Environmental Advisory Committee (EAC) role be received.

(EAC-0005-2013)

EAC-0006-2013

That the chart dated February 5, 2013 from Julie Lavertu, Legislative Coordinator, Environmental Advisory Committee, with respect to the status of outstanding issues from the Environmental Advisory Committee be received.

(EAC-0006-2013)