



AGENDA

GENERAL COMMITTEE

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

WEDNESDAY, JANUARY 9, 2013 – 9:00 A.M.

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

Members

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

Contact:

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sacha.smith@mississauga.ca

INDEX – GENERAL COMMITTEE – JANUARY 9, 2013

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

PRESENTATIONS

DEPUTATIONS

MATTERS TO BE CONSIDERED

1. Speed Limit Review – Ben Machree Drive (Ward 1)
2. All-Way Stop – Juneberry Road and Summer Heights Drive/Elmbrook Court (Ward 10)
3. Lower Driveway Boulevard Parking – Grand Park Drive (Ward 7)
4. 15-hour Parking – Bentley Drive and Tosca Drive (Ward 10)
5. Bicycle Lanes and Multi-Use Trails – Various Locations (Wards 1, 4, 5, 6, 7, 9 and 10)
6. Bridge Rehabilitation and Replacement – Procurement FA.49.674-11, Increase Contract Upset Limit (Wards 2, 3 and 7)
7. Child Care Centres at Malton and Mississauga Valley Community Centres
8. Donation of CP Rail Car to City of Mississauga – Garry W. Morden Centre (Ward 9)
9. Corporate Policy and Procedure – Event Protocol
10. 2013 Interim Tax Levy for Properties on the Regular Instalment Plan
11. Property Tax Arrears – Late Payment Charges
12. License Agreement with the Region of Peel – Fire Station 106 – 1355 Winding Trail (Ward 3)

INDEX – GENERAL COMMITTEE – JANUARY 9, 2013

CONTINUED

13. Termination of Municipal Access Agreements with Oakville Hydro Communications Inc.; and with Atria Networks LP and Delegation of Authority to the Commissioner of Transportation and Works and the City Clerk to execute similar future termination agreements

ADVISORY COMMITTEE REPORTS

Towing Industry Advisory Committee – Report 4-2012 – December 10, 2012

Mississauga Celebration Square Events Committee – Report 10-2012 – December 10, 2012

COUNCILLORS' ENQUIRIES

CLOSED SESSION

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

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Partial Acquisition of lands from Mak Realty (Maksteel) Inc. required in connection with the Torbram Road Grade Separation Project – 7615 Torbram Road (Ward 5)

ADJOURNMENT

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

PRESENTATIONS

DEPUTATIONS

MATTERS TO BE CONSIDERED

1. Speed Limit Review – Ben Machree Drive (Ward 1)

Corporate Report dated December 12, 2012 from the Commissioner of Transportation and Works with respect to a speed limit review of Ben Machree Drive.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement a 40km/h speed limit on Ben Machree Drive.

2. All-Way Stop – Juneberry Road and Summer Heights Drive/Elmbrook Court (Ward 10)

Corporate Report dated December 10, 2012 from the Commissioner of Transportation and Works with respect to a request for an all-way stop at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court.

RECOMMENDATION

That an all-way stop control not be implemented at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court as the warrants have not been met.

3. Lower Driveway Boulevard Parking – Grand Park Drive (Ward 7)

Corporate Report dated December 10, 2012 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking on Grand Park Drive.

(3.)

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the east side of Grand Park Drive between Central Parkway West and Fairview Road West.

4. 15-hour Parking – Bentley Drive and Tosca Drive (Ward 10)

Corporate Report dated December 10, 2012 from the Commissioner of Transportation and Works with respect to 15-hour parking on Bentley Drive and Tosca Drive.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to implement 15-hour parking on the south side of Bentley Drive between Tosca Drive to a point 6 metres (19 feet) east of the complex entrance, and on the west side of Tosca Drive between Bentley Drive to a point 6 metres (19 feet) north of the complex entrance.

5. Bicycle Lanes and Multi-Use Trails – Various Locations (Wards 1, 4, 5, 6, 7, 9 and 10)

Corporate Report dated December 14, 2012 from the Commissioner of Transportation and Works with respect to bicycle lanes and multi-use trails.

RECOMMENDATION

That a by-law be enacted to amend Traffic By-law 555-2000, as amended, to modify Schedule 1 (Three Hour Parking Limit Exemption), Schedule 3 (No Parking), Schedule 15 (Lane Designation), Schedule 34 (Bicycle Lanes) and Schedule 35 (Multi-Use Trails) as identified in Appendix 1 of the report titled “Bicycle Lanes and Multi-Use Trails – Various Locations” dated December 14, 2012 from the Commissioner of Transportation and Works.

6. Bridge Rehabilitation and Replacement – Procurement FA.49.674-11, Increase Contract Upset Limit (Wards 2, 3 and 7)

Corporate Report dated December 18, 2012 from the Commissioner of Transportation and Works with respect to the Bridge Rehabilitation and Replacement contract.

(6.)

RECOMMENDATION

That the Purchasing Agent be authorized to amend the existing Contract Purchase Order No. 4600013638 to Carlington Construction Inc., 429 Dewitt Road, Unit 3, Stoney Creek, Ontario L8E 4C3, for the Bridge Rehabilitation and Replacement (Contract 17 111 10150) to increase the commitment amount from \$1,762,515.00 to \$2,180,000.00 (excluding H.S.T.).

7. Child Care Centres at Malton and Mississauga Valley Community Centres

Corporate Report dated December 12, 2012 from the Commissioner of Community Services with respect to the child care centres at Malton and Mississauga Valley Community Centres.

RECOMMENDATION

1. That the report dated December 12, 2012 from the Commissioner of Community Services be approved to secure alternate Child Care Providers at the Malton and Mississauga Valley Community Centres and;
2. That the Commissioner of Community Services be authorized to exercise the early termination of existing leases, if necessary, related to the operation of Child Care Centres, with the Regional Municipality of Peel, at the Malton and Mississauga Valley Community Centres and;
3. That Realty Services negotiate and enter into a lease agreement or any other form of agreement deemed appropriate by the City Solicitor with the successful proponent(s), for the operation of Child Care/Early Learning and Play programming at the Malton and Mississauga Valley Community Centres, the form and content of the agreement being satisfactory to the City Solicitor.

8. Donation of CP Rail Car to City of Mississauga – Garry W. Morden Centre (Ward 9)

Corporate Report dated November 27, 2012 from the Commissioner of Community Services with respect to the donation of a CP Rail Car to the Garry W. Morden Centre.

(8.)

RECOMMENDATION

That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute and affix the corporate seal on behalf of The Corporation of the City of Mississauga to the limited Indemnification and Hold Harmless Agreement between The Corporation of the City of Mississauga ("Mississauga") and Canadian Pacific Railway Company (CP Rail) for the sole purpose of accepting a donated rail car training prop from CP for the Garry W. Morden Centre, which agreement must be in a form satisfactory to the City Solicitor.

9. Corporate Policy and Procedure – Event Protocol

Corporate Report dated December 13, 2012 from the Commissioner of Corporate Services and Treasurer proposing an Event Protocol Corporate Policy and Procedure.

RECOMMENDATION

That the proposed Corporate Policy and Procedure – Events Protocol attached as Appendix 1 to the report dated December 13, 2012 from the Commissioner of Corporate Services and Treasurer, be approved.

10. 2013 Interim Tax Levy for Properties on the Regular Instalment Plan

Corporate Report dated December 12, 2012 from the Commissioner of Corporate Services and Treasurer with respect to the 2013 Interim Tax Levy for Properties on the Regular Instalment Plan.

RECOMMENDATION

1. That a by-law be enacted to provide for a 2013 interim tax levy for properties on the regular instalment plan.
2. That the 2013 interim taxes be calculated to be 50% of the previous year's annualized taxes on properties that existed on the previous year's tax roll.
3. That assessments added to the tax roll in the current year be levied an amount that approximates 50% of a full year's taxes, had the property been included on the previous year's tax roll, using tax rates set out in Appendix 1 to the report dated December 12, 2012 from the Commissioner of Corporate Services and Treasurer and the current year's phased-in assessment.

(10.)

4. That the 2013 interim levy for residential properties on the regular instalment plan be payable in three (3) instalments on March 7th, April 4th, and May 2nd, 2013.
5. That the 2013 interim levy for regular instalment plan properties in the commercial, industrial and multi-residential property classes be payable in one (1) instalment on March 7th, 2013.

11. Property Tax Arrears – Late Payment Charges

Corporate Report dated December 7, 2012 from the Commissioner of Corporate Services and Treasurer with respect to late payment charges for the non-payment of taxes.

RECOMMENDATION

That the report of the Commissioner of Corporate Services and Treasurer dated December 7, 2012 entitled “Property Tax Arrears – Late Payment Charges” be received for information.

12. License Agreement with the Region of Peel – Fire Station 106 – 1355 Winding Trail (Ward 3)

Corporate Report dated December 11, 2012 from the Commissioner of Corporate Services and Treasurer with respect to a License Agreement with the Region of Peel for Fire Station 106.

RECOMMENDATION

That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute a License Agreement including all documents ancillary thereto, between The Corporation of the City of Mississauga (“the City”) as Licensor and The Regional Municipality of Peel (“the Region”) as Licensee, for a term of twenty (20) years commencing December 1, 2012 and terminating on November 30, 2032, with two options to renew for 10 years each.

The lands are legally described as Part of Block C, Registered Plan 750, save and except Parts 3 and 4 on Reference Plan 43R-19921, City of Mississauga, Regional Municipality of Peel, in Ward 3, as shown in Appendix 2.

13. Termination of Municipal Access Agreements with Oakville Hydro Communications Inc.; and with Atria Networks LP and Delegation of Authority to the Commissioner of Transportation and Works and the City Clerk to execute similar future termination agreements

Corporate Report dated December 17, 2012 from the City Solicitor with respect to the termination of Municipal Access Agreements with Oakville Hydro Communications Inc. and with Atria Networks LP and the Delegation of Authority to execute similar future termination agreements.

RECOMMENDATION

1. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute a Termination Agreement with Rogers Communication Partnership and Rogers Communications Inc. terminating the Municipal Access Agreement (MAA) between the City and Oakville Hydro Communications Inc. (operating as Blink);
2. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute a Termination Agreement with Rogers Communications Partnership and Rogers Communications Inc. terminating the MAA between the City and Atria Networks LP;
3. That authority be delegated to the Commissioner of Transportation and Works and the City Clerk to execute any future agreements terminating an MAA, together with any necessary or advisable ancillary documents, all in form approved by the City Solicitor, when the business operations, assets and liabilities of a company that has an MAA with the City are acquired by a company that also has an MAA with the City.
4. That a by-law be submitted for enactment by Council to authorize the execution of the two Termination Agreements referred to in Recommendations #1 and #2 above and to authorize the delegation referred to in Recommendation #3 above.

ADVISORY COMMITTEE REPORTS

Towing Industry Advisory Committee – Report 4-2012 – December 10, 2012
(Recommendation TIAC-0019-2012 to TIAC-0023-2012)

Mississauga Celebration Square Events Committee – Report 10-2012 – December 10, 2012
(Recommendation MCSEC-0039-2012 to MCSEC-0042-2012)

COUNCILLORS' ENQUIRIES

CLOSED SESSION

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

- A. A proposed or pending acquisition or disposition of land by the municipality or local board – Partial Acquisition of lands from Mak Realty (Maksteel) Inc. required in connection with the Torbram Road Grade Separation Project – 7615 Torbram Road (Ward 5)

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP
RT.10.Z-01

1.

DATE: December 12, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Speed Limit Review**
Ben Machree Drive (Ward 1)



RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement a 40km/h speed limit on Ben Machree Drive.

BACKGROUND: The Cranberry Cove Port Credit Ratepayers' Association submitted a petition to reduce the posted speed limit on Ben Machree Drive from 50km/h to 40 km/h.

COMMENTS: Transportation and Works Department staff completed an extensive review of Ben Machree Drive to determine the appropriate speed limit under the prevailing conditions. The review took into account physical roadway characteristics and surrounding development in conjunction with current statistical information related to traffic volumes and operating speeds. The results are as follows:

- Annual Average Daily Traffic (AADT) = 240 vehicles/day
- Operating Speeds (85th Percentile Speed) = 42 km/h

1a

Ben Machree Drive is a residential roadway approximately 500 metres (1640 feet) in length, south of Lakeshore Road West in Port Credit. It is approximately 8.0 metres (26 feet) in width with no sidewalks and ditches on either side of the road.

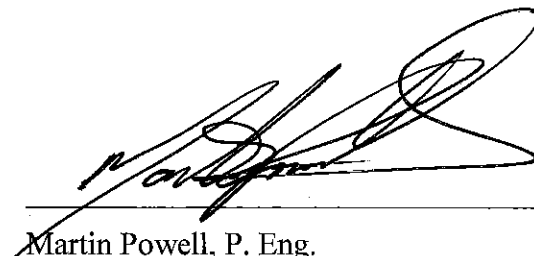
The above data results, in conjunction with the existing roadway characteristics, warrant a 40 km/h regulatory speed limit on Ben Machree Drive. The majority of motorists are travelling at speeds appropriate for the prevailing conditions. A reduction of the regulatory speed limit to 40 km/h would not negatively impact the traffic operation of this roadway and would more closely represent current operating speeds.

Reduced speed zones are not expected to reduce the speeds selected by drivers at locations where there is no apparent reason to slow down. If drivers do not recognize particular speed limits as being reasonable, those limits will be ignored and therefore ineffective. Given the above operating speed of 42 km/h, a speed limit of 40 km/h is reasonable and appropriate for this roadway.

FINANCIAL IMPACT: Costs for the sign installation can be accommodated in the 2013 Capital Budget.

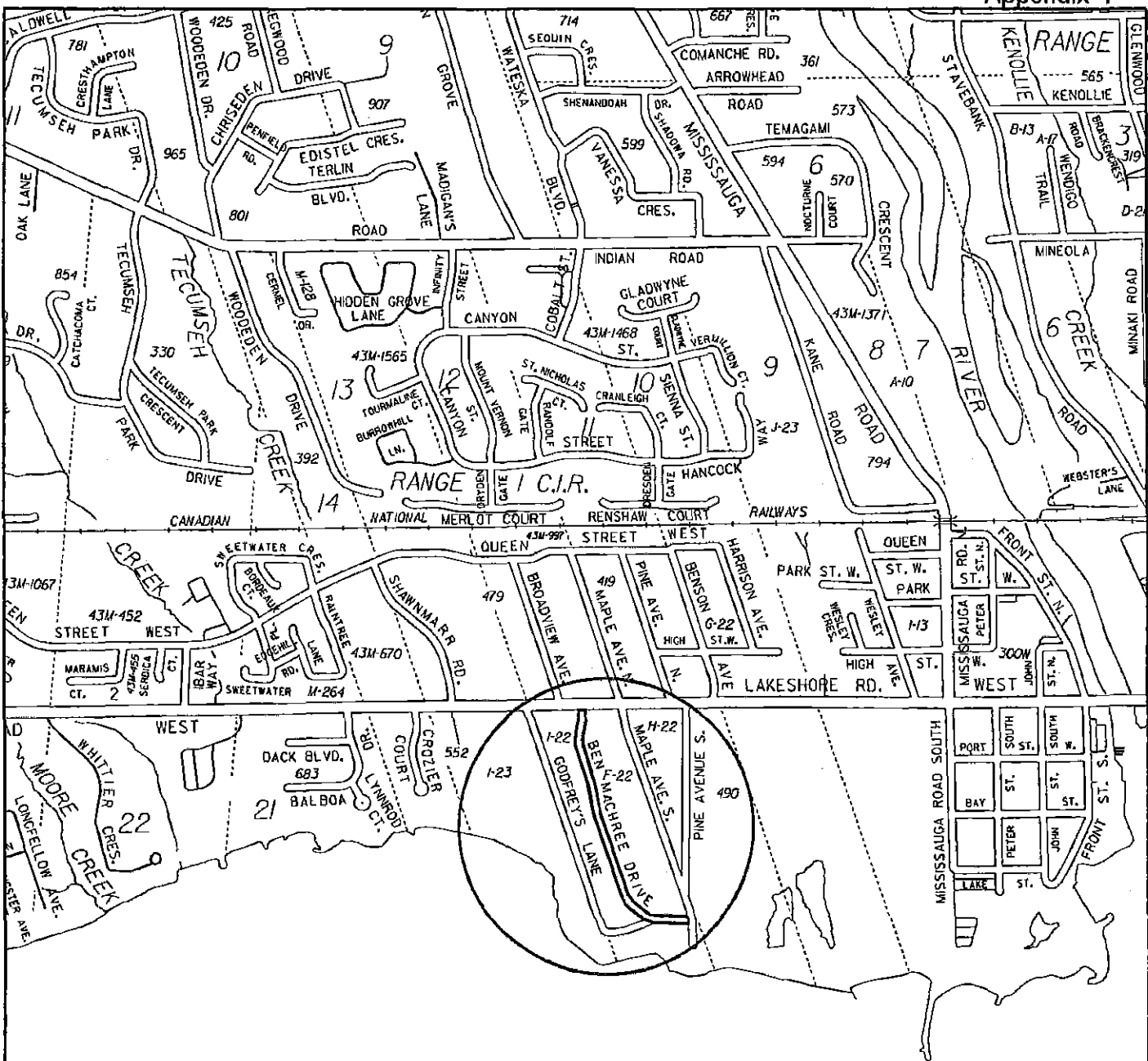
CONCLUSION: The Transportation and Works Department recommends a 40 km/h speed limit on Ben Machree Drive.

ATTACHMENTS: Appendix 1: Location Map: Speed Limit Review
Ben Machree Drive (Ward 1)



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

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



L A K

	<p>MISSISSAUGA Leading today for tomorrow</p>	
<p>Transportation and Works Engineering & Works</p>		
<p>Speed Limit Review Ben Machree Drive (Ward 1)</p>		
<p>SCALE FOR REDUCED DRAWINGS 0m 50m 100m 200m 300m 400m 600m 1000m</p>		



Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP

RT.10.Z-56

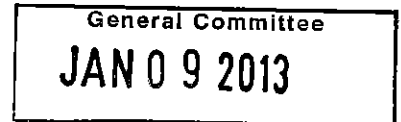
2.

DATE: December 10, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **All-Way Stop
Juneberry Road and Summer Heights Drive/Elmbrook Court
(Ward 10)**



RECOMMENDATION: That an all-way stop control not be implemented at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court as the warrants have not been met.

BACKGROUND: Concerns have been identified by an area resident regarding the need for operational improvements at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court.

Currently, the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court operates as a three-leg intersection with a stop control for northbound motorists on Elmbrook Court and a stop control for westbound motorists on Juneberry Road.

Councillor McFadden has requested that the Transportation and Works Department submit a report to General Committee regarding the implementation of an all-way stop at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court.

COMMENTS:

An A.M./P.M. manual turning movement count was completed on Tuesday, September 18, 2012 at this intersection to determine if an all-way stop is warranted. The results are as follows:

Juneberry Road and Summer Heights Drive/Elmbrook Court

	<u>Warrant Value</u>
Part "A": Volume for All Approaches	13%
Part "B": Volume Splits	84%

In order for an all-way stop to be warranted, both Parts "A" and "B" must equal 100 percent. Based on the results, an all-way stop is not warranted at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court.

A review by staff of the most current collision history information received at this intersection did not reveal any reported collisions within the last 5 years. An all-way stop would not be warranted based on the collision history.


FINANCIAL IMPACT: Not Applicable.

CONCLUSION:

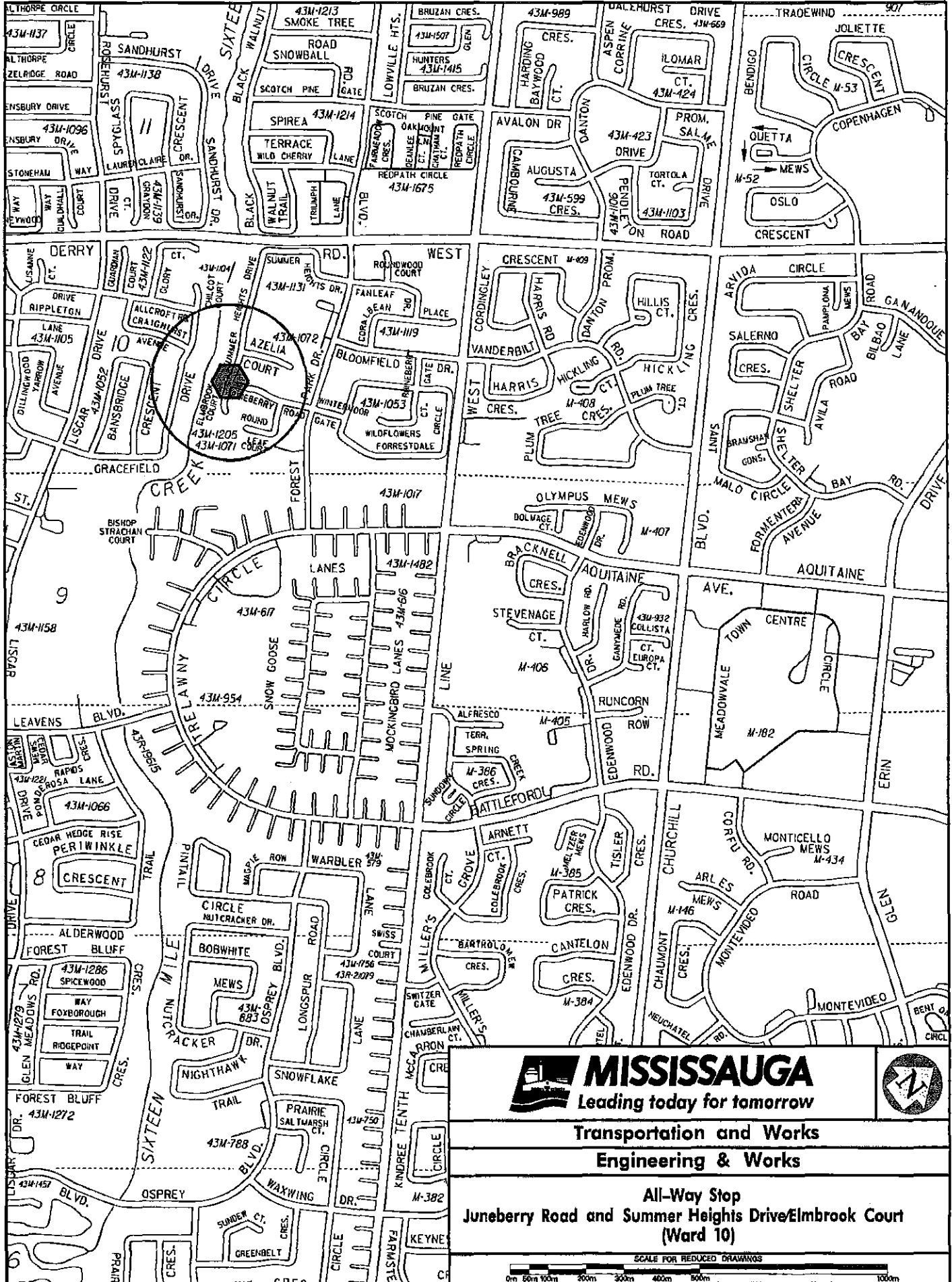
Based on the manual turning movement count and the collision history, the Transportation and Works Department does not recommend the installation of an all-way stop at the intersection of Juneberry Road and Summer Heights Drive/Elmbrook Court.

ATTACHMENTS:

Appendix 1: Location Map – All-Way Stop
Juneberry Road and Summer Heights Drive/Elmbrook Court (Ward 10)



Martin Powell, P.Eng
Commissioner of Transportation and Works



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**All-Way Stop
 Juneberry Road and Summer Heights Drive/Elmbrook Court
 (Ward 10)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

3

Originator's
Files

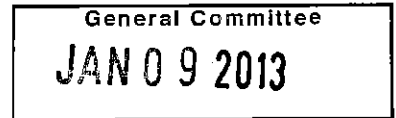
MG.23.REP
RT.10.Z-22

DATE: December 10, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Lower Driveway Boulevard Parking
Grand Park Drive (Ward 7)**



RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the east side of Grand Park Drive between Central Parkway West and Fairview Road West.

BACKGROUND: The Transportation and Works Department has received a completed petition from an area resident to implement lower driveway boulevard parking on Grand Park Drive between Central Parkway West and Fairview Road West. A sidewalk is present on the east side of the road, and lower driveway boulevard parking between the curb and sidewalk is currently prohibited. Three (3) hour parking is permitted on Grand Park Drive.

COMMENTS: To determine the level of support for lower driveway boulevard parking between the curb and sidewalk, a parking questionnaire was distributed to the residents of Grand Park Drive between Central Parkway West and Fairview Road West on October 1, 2012.

Thirty (30) questionnaires were delivered and 24 (80%) were returned; all 24 (100%) supported the implementation of lower driveway boulevard parking.

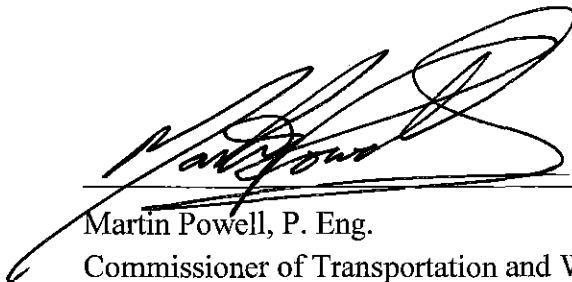
Since greater than 66% of the total respondents support lower driveway boulevard parking, the Transportation and Works Department recommends implementing lower driveway boulevard parking between the curb and sidewalk, at anytime, on the east side of Grand Park Drive between Central Parkway West and Fairview Road West.

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

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2013 Current Budget.

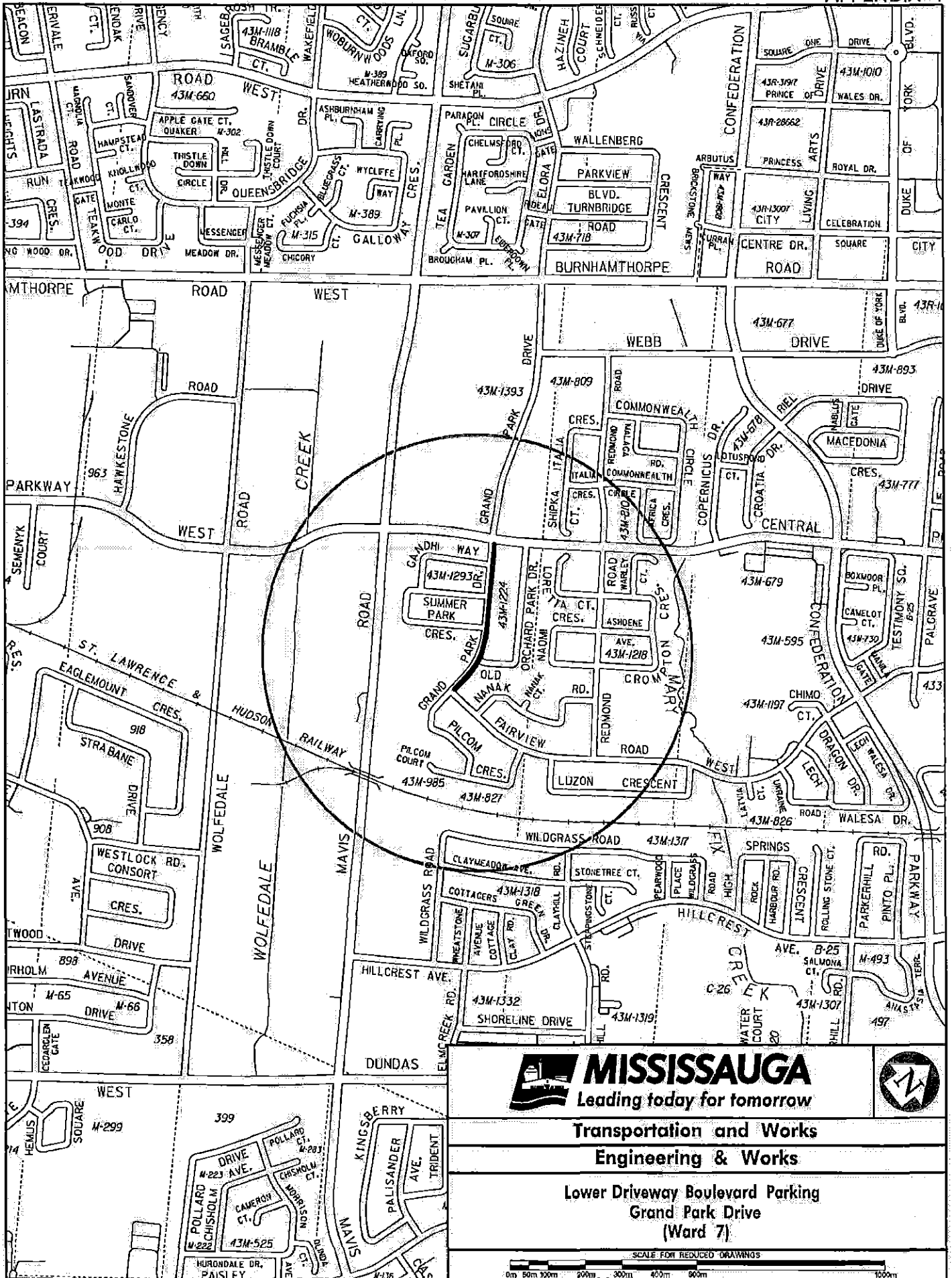
CONCLUSION: Based on the results of the questionnaire, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at any time, on east side of Grand Park Drive between Central Parkway West and Fairview Road.

ATTACHMENTS: Appendix 1: Location Map: Lower Driveway Boulevard Parking Grand Park Drive (Ward 7)



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

Prepared By: Alex Liya, Traffic Operations Technician



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**Lower Driveway Boulevard Parking
 Grand Park Drive
 (Ward 7)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

Originator's
Files

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

4.

DATE: December 10, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **15-hour Parking**
Bentley Drive and Tosca Drive (Ward 10)

General Committee

JAN 09 2013

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to implement 15-hour parking on the south side of Bentley Drive between Tosca Drive to a point 6 metres (19 feet) east of the complex entrance, and on the west side of Tosca Drive between Bentley Drive to a point 6 metres (19 feet) north of the complex entrance.

BACKGROUND: The Transportation and Works Department is in receipt of a request from Councillor McFadden to implement 15-hour parking on part of Bentley Drive and all of Tosca Drive. The purpose of this request was to provide parking spots for the complex located on the northeast corner of Thomas Street and Tenth Line West.

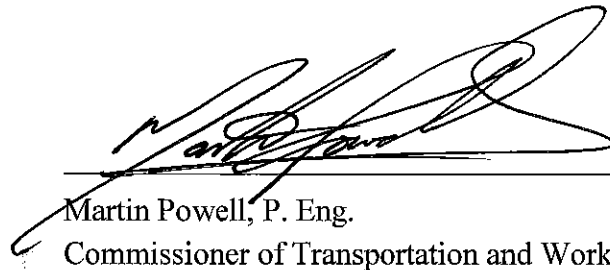
COMMENTS: 15-hour parking can be accommodated on the south side of Bentley Drive between Tosca Drive to a point 6 metres (19 feet) east of the complex entrance, and on the west side of Tosca Drive between Bentley Drive to a point 6 metres (19 feet) north of the complex entrance. The width of the roadway can support parking on one side while maintaining the safe passage of two-way traffic.

Typically this type of request for a parking regulation change is addressed by a petition being circulated to the affected residents to determine the level of support. As this is a direct request by the Ward Councillor, a parking questionnaire was not mailed to the area residents. The Councillor subsequently requested a report be brought forward.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2013 Current Budget.

CONCLUSION: The Transportation and Works Department supports the implementation of 15-hour parking on the south side of Bentley Drive between Tosca Drive to a point 6 metres (19 feet) east of the complex entrance, and on the west side of Tosca Drive between Bentley Drive to a point 6 metres (19 feet) north of the complex entrance.

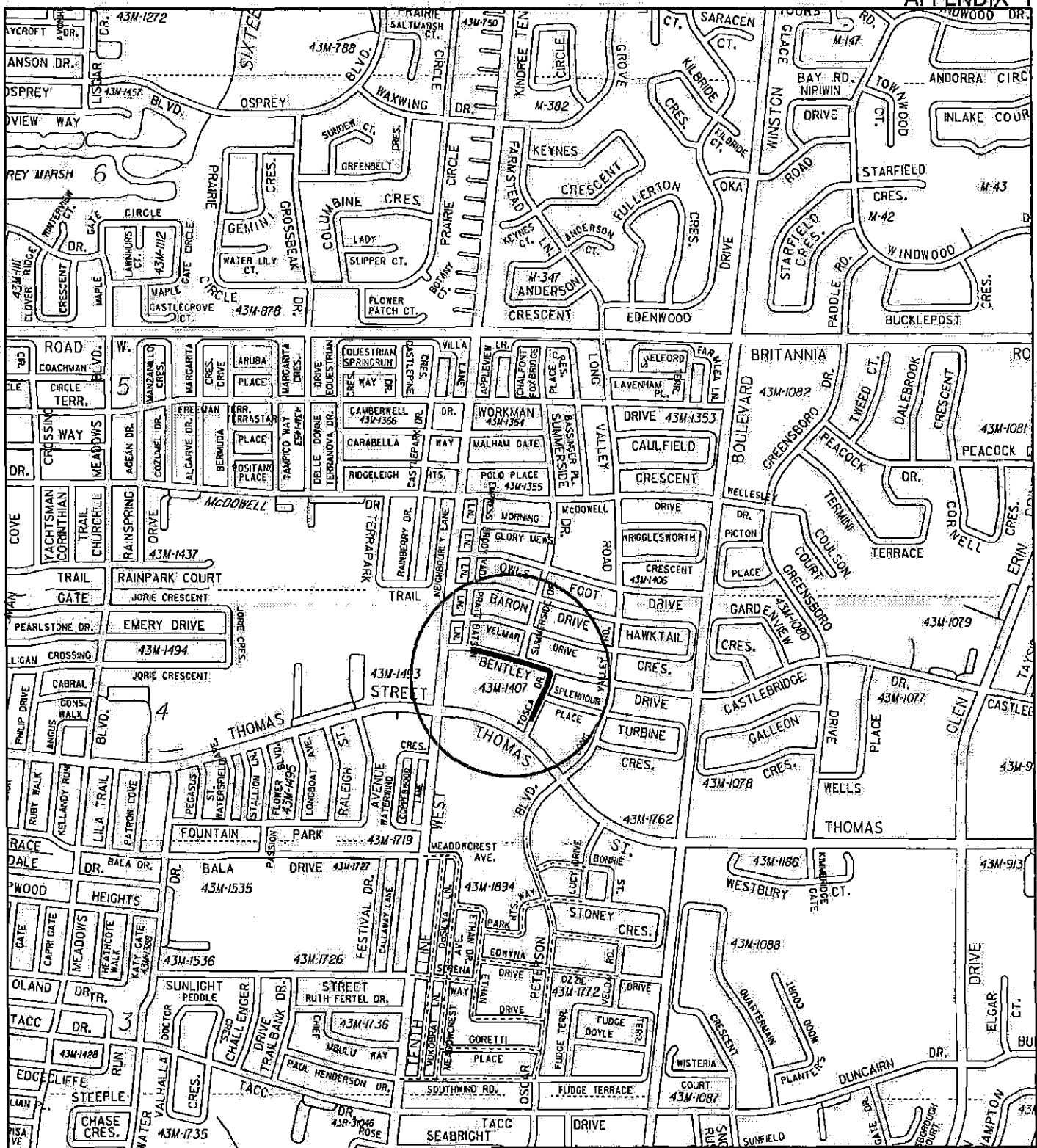
ATTACHMENTS: Appendix 1: Location Map: 15-hour Parking
Bentley Drive and Tosca Drive (Ward 10).



Martin Powell, P. Eng.

Commissioner of Transportation and Works

Prepared By: Alex Liya, Traffic Operations Technician



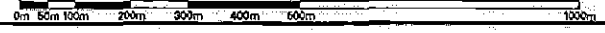
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**15-Hour Parking
Bentley Drive and Tosca Drive
(Ward 10)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

5

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

DATE: December 14, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Bicycle Lanes and Multi-Use Trails – Various Locations
(Wards 1, 4, 5, 6, 7, 9 and 10)**

General Committee

JAN 09 2013

RECOMMENDATION: That a by-law be enacted to amend Traffic By-law 555-2000, as amended, to modify Schedule 1 (Three Hour Parking Limit Exemption), Schedule 3 (No Parking), Schedule 15 (Lane Designation), Schedule 34 (Bicycle Lanes) and Schedule 35 (Multi-Use Trails) as identified in Appendix 1 of the report titled "Bicycle Lanes and Multi-Use Trails – Various Locations" dated December 14, 2012 from the Commissioner of Transportation and Works.

BACKGROUND: The Transportation and Works Department has recently constructed bicycle lanes and multi-use trails in several locations. These locations are aligned with the criteria contained within the Cycling Master Plan and Implementation Strategy. For each location, consultation with the respective Ward Councillor and area residents was completed, where required.

Bicycle lanes are a part of the roadway that is designated for bicycle use only. A multi-use trail is a part of the boulevard or municipal road allowance that is designated for shared use by cyclists, pedestrians and skaters.

COMMENTS:

Amendments are required to Schedule 1 (Three Hour Parking Limit Exemption), Schedule 3 (No Parking), Schedule 15 (Lane Designation), Schedule 34 (Bicycle Lanes) and Schedule 35 (Multi-Use Trails) of Traffic By-law 555-2000 to reflect the newly constructed cycling facilities. The proposed amendments are identified in Appendix 1.

In addition, housekeeping amendments are required to reflect existing multi-use trails along Regional roads that have not previously been listed in the by-law.

The following provides a summary of the locations of bicycle lane and multi-use trail projects that have been recently completed or are anticipated to be substantially complete in 2012:

Bicycle Lanes

- Bristol Road West between Creditview Road and Church Street (Ward 6)
- Kirwin Avenue between Dundas Street East and Hurontario Street (Ward 7)
- Satellite Drive between Eglinton Avenue East and Explorer Drive (Ward 5)
- Skymark Avenue between Satellite Drive and Orbitor Drive (Ward 5)
- Stanfield Road between Dundas Street East and Melton Drive (Ward 1)
- Tenth Line West between Battleford Road and Britannia Road West (Ward 10)

Multi-use Trails

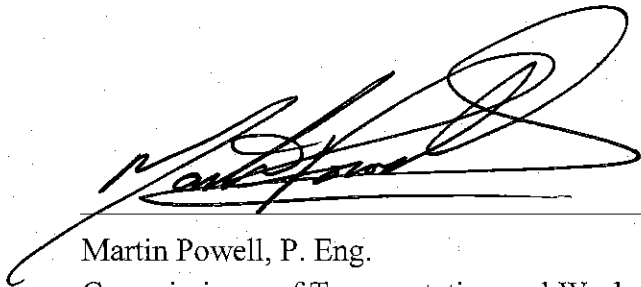
- Burnhamthorpe Road East between Hurontario Street and Central Parkway East (Ward 4)
- Burnhamthorpe Road West between Confederation Parkway and Hurontario Street (Ward 4)
- Cawthra Road between Meadows Boulevard and Eastgate Parkway (Ward 4)
- Queensway East between Dixie Road and Greenhurst Avenue (Ward 1)
- Winston Churchill Boulevard between Erin Centre Boulevard and Britannia Road West (Ward 9)

These amendments are identified in Appendix 1.

FINANCIAL IMPACT: There are no financial impacts resulting from the amendments.

CONCLUSION: The Transportation and Works Department recommends that the appropriate schedules of Traffic By-law 555-2000 be amended to reflect the construction of various cycling facilities.

ATTACHMENTS: Appendix 1: Bicycle Lanes and Multi-Use Trail By-law Amendments to Traffic By-law 555-2000



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

Prepared By: Matthew Sweet, Cycling Technologist

**Appendix 1: Bicycle Lanes and Multi-Use Trail By-law Amendments
Traffic By-law 555-2000**

That Schedule 1 of By-law 555-2000, as amended, be amended by DELETING the following

SCHEDULE 1
THREE HOUR PARKING LIMIT EXEMPTION

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>BETWEEN</u>	<u>COLUMN 4</u> <u>TIMES EXCEPTED</u>	<u>COLUMN 5</u> <u>MAXIMUM</u> <u>TIME LIMIT</u>
Kirwin Avenue	North	A point 15 metres east of Jaguar Valley Drive and a point 19 metres easterly thereof	Anytime	15 hours

That Schedule 3 of By-law 555-2000, as amended, be amended by DELETING the following

SCHEDULE 3
NO PARKING

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>BETWEEN</u>	<u>COLUMN 4</u> <u>PROHIBITED</u> <u>TIMES OR DAYS</u>
Kirwin Avenue	North	A point 50 metres east of Jaguar Valley Drive and a point 16 metres easterly thereof	Anytime
Skymark Avenue	North	Satellite Drive and Orbitor Drive	Anytime

That Schedule 3 of By-law 555-2000, as amended, be amended by ADDING the following

SCHEDULE 3
NO PARKING

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>BETWEEN</u>	<u>COLUMN 4</u> <u>PROHIBITED</u> <u>TIMES OR DAYS</u>
Kariya Gate	Both	Burnhamthorpe Road West and City Centre Drive	Anytime
Kirwin Avenue	North	Jaguar Valley Drive and a point 66 metres easterly thereof	Anytime
Satellite Drive	Both	Eglinton Avenue East and Explorer Drive	Anytime
Skymark Avenue	South	Satellite Drive and Commerce Boulevard	Anytime
Skymark Avenue	North	Satellite Drive and a point 55 metres easterly thereof	Anytime

Skymark Avenue	North	Explorer Drive and a point 60 metres westerly thereof	Anytime
Skymark Avenue	North	Orbitor Drive and a point 60 metres easterly thereof	Anytime
Skymark Avenue	North	Orbitor Drive and a point 60 metres westerly thereof	Anytime
Skymark Avenue	North	Explorer Drive and Commerce Boulevard	Anytime
Tenth Line West	East	Battleford Drive/Trelawny Circle and Britannia Road West	Anytime

That Schedule 15 of By-law 555-2000, as amended, be amended by ADDING the following

SCHEDULE 15
LANE DESIGNATION

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>LOCATION</u>	<u>COLUMN 3</u> <u>LANE</u>	<u>COLUMN 4</u> <u>DIRECTION</u>	<u>COLUMN 5</u> <u>TIME OR</u> <u>DAYS</u>	<u>COLUMN 6</u> <u>SIGN</u> <u>NUMBER</u>
Constitution Boulevard	Dundas Street East to a point 45 metres northerly thereof	West Curb Lane	Southbound right turn only	Anytime	Rb-42
Hillcrest Avenue	Hurontario Street to a point 30 metres westerly thereof	South Curb Lane	Eastbound right turn only	Anytime	Rb-42
Satellite Drive	Eglinton Avenue West to Explorer Drive	Centre	Northbound and Southbound Left turn only	Anytime	Rb-48
Stanfield Road	Dundas Street East and Queensway East	Centre	Northbound and Southbound Left turn only	Anytime	Rb-48

That Schedule 34 of By-law 555-2000, as amended, be amended by ADDING the following

SCHEDULE 34
BICYCLE LANES

<u>COLUMN 1</u> <u>ROADWAY</u>	<u>COLUMN 2</u> <u>BETWEEN</u>	<u>COLUMN 3</u> <u>LANES</u>
Kirwin Avenue	Hurontario Street and Dundas Street West	Northerly westbound & Southerly eastbound
Satellite Drive	Eglinton Avenue East and Explorer Drive	Easterly northbound & Westerly southbound

Skymark Avenue	Satellite Drive and Orbitor Drive	Northerly westbound & Southerly eastbound
Stanfield Road	Dundas Street East and Melton Drive (south leg)	Easterly northbound & Westerly southbound
Tenth Line West	Battleford Drive/Trelawny Circle and Britannia Road West	Easterly northbound & Westerly southbound

That Schedule 35 of By-law 555-2000, as amended, be amended by ADDING the following

SCHEDULE 35
MULTI-USE TRAILS

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>BETWEEN</u>	<u>COLUMN 3</u> <u>DIRECTION</u>
Britannia Road West	Ninth Line and Winston Churchill Boulevard	Eastbound & Westbound (north side)
Britannia Road West	Mississauga Road and Hurontario Street	Eastbound & Westbound (south side)
Burnhamthorpe Road West	Confederation Parkway and Central Parkway East	Eastbound & Westbound (north side)
Burnhamthorpe Road East	Hurontario Street and Absolute Avenue	Eastbound & Westbound (north side)
Burnhamthorpe Road East	Absolute Avenue and Central Parkway East / Kennedy Road	Eastbound & Westbound (north side)
Cawthra Road	Meadows Boulevard and Eastgate Parkway	Northbound & Southbound (west side)
Derry Road East	Maritz Drive and Kennedy Road	Eastbound & Westbound (south side)
Derry Road East	Tomken Road and Vedette Drive	Eastbound & Westbound (south side)
Derry Road West	Ninth Line and Terragar Boulevard	Eastbound & Westbound (north side)
Derry Road West	Financial Drive and Second Line West	Eastbound & Westbound (north side)
Derry Road West	Second Line West and McLaughlin Road	Eastbound & Westbound (south side)
Dixie Road	Eastgate Parkway and Hickory Drive	Northbound & Southbound (west side)

Eaglesview Drive	Erin Centre Boulevard and Escada Drive	Northbound & Southbound (west side)
Erin Mills Parkway	Queen Elizabeth Way and Leanne Boulevard	Northbound & Southbound (west side)
Passion Flower Boulevard	Bala Drive and Thomas Street	Northbound & Southbound (west side)
Queensway East	175 metres east of Hurontario Street and Tedlo Street	Eastbound & Westbound (north side)
Queensway East	Tedlo Street and Stanfield Road	Eastbound & Westbound (south side)
Queensway East	Stanfield Road and Dixie Road	Eastbound & Westbound (north side)
Queensway West	Glengarry Road and Shardawn Mews	Eastbound & Westbound (south side)
Queensway West	Oneida Crescent and 175 metres east of Hurontario	Eastbound & Westbound (south side)
Thomas Street	Tenth Line West and Winston Churchill Boulevard	Eastbound & Westbound (north side)
Trailbank Drive	Tacc Drive and Sunlight Street	Northbound & Southbound (east side)
Winston Churchill Boulevard	Erin Centre Boulevard and Britannia Road West	Northbound & Southbound (east side)



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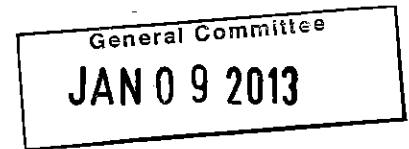
MG.23.REP
17 111 10150

6.

DATE: December 18, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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



SUBJECT: **Bridge Rehabilitation and Replacement
Procurement FA.49.674-11, Increase Contract Upset Limit
(Wards 2, 3 and 7)**

RECOMMENDATION: That the Purchasing Agent be authorized to amend the existing Contract Purchase Order No. 4600013638 to Carlington Construction Inc., 429 Dewitt Road, Unit 3, Stoney Creek, Ontario L8E 4C3, for the Bridge Rehabilitation and Replacement (Contract 17 111 10150) to increase the commitment amount from \$1,762,515.00 to \$2,180,000.00 (excluding H.S.T.).

BACKGROUND: Following a competitive procurement process for the Bridge Rehabilitation and Replacement, Contract 17 111 10150, was awarded to Carlington Construction Inc., in July 2011 at a contract value of \$1,762,515.00 (excluding H.S.T.). The purpose of this report is to seek authority to extend the original contract value by more than 20%.

COMMENTS: Contract 17 111 10150 included the following six structures:

- Burnhamthorpe Road East bridge over Little Etobicoke Creek
- Burnhamthorpe Road East bridge over Etobicoke Creek Tributary
- Thorn Lodge Drive bridge over Loyalist Creek
- Harborn Road culvert over Mary Fix Creek
- Orr Road culvert over Sheridan Creek Tributary
- Birchwood Drive culvert over Birchwood Creek

Additional work was required for this project at three of the six locations.

The initial design for the rehabilitation work at the Burnhamthorpe Road East bridge over Etobicoke Creek Tributary did not take into account the multi-use trail requirements. It was necessary to extend the culvert and widen the approaches which resulted in additional costs, however if this work had been included in the tender it would have been part of the contract award amount.

Due to the condition of the Harborn Road culvert over Mary Fix Creek, replacement was included in the tender documents. When construction commenced it was determined that the size of the cranes would be very large to lift the precast sections into place. Therefore, in order to preserve the tree canopy and work around the utilities it was necessary to change the design from a precast concrete box culvert to a cast-in-place concrete structure which resulted in additional costs and a longer schedule to complete. Additional costs resulted from the delay at the Harborn Road culvert replacement due to the sanitary sewer installation in the Gordon Woods neighbourhood.

During the replacement of the Birchwood Drive culvert over Birchwood Creek, severe flooding was experienced which resulted in additional shoring and repairs. A similar culvert design change was required at this site due to the configuration of below ground and aerial utilities. Additional planting was also necessary at this site.

Contract 17 111 10150 was substantially performed December 2011 with some minor work completed during the 2012 construction season.

This amendment is being recommended in accordance with the Purchasing By-law, Section 18, provisions (1) and (2) which require conformance with the principles in this By-law, available funding, similar scope and that the basis for determining fees and charges is not being changed.

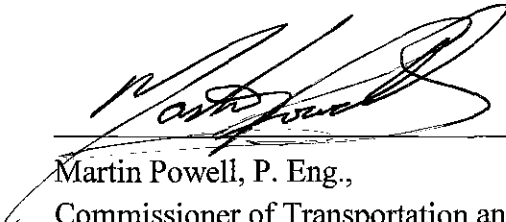
FINANCIAL IMPACT: The estimated cost, excluding H.S.T. for Contract 17 111 10150:

Estimated Contract Cost	\$2,180,000.00
Tender Contract Cost	<u>\$1,762,515.00</u>
Increased Cost	\$417,485.00

The estimated final cost of the contract represents an increase in the original contract value of approximately 23.7%. Funding is available within the capital project account, P.N. 10150 Bridge Repairs.

CONCLUSION:

The Transportation and Works Department completed Contract 17 111 10150 during the 2012 construction season after experiencing various difficulties and changes to the work. The necessary additional work of this contract has given reason to extend the original contract value by more than 20%. In order to reimburse the Contractor for the work, it is therefore recommended that the original contract value tendered by Carlington Construction Inc., in the amount of \$1,762,515.00, excluding HST, be increased by approximately 23.7% to a new value of \$2,180,000.00.



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

Prepared By: Max Boyd, P. Eng., Capital Project Manager



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7.

DATE: December 12, 2013

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Child Care Centres at Malton and Mississauga Valley Community Centres**

General Committee

JAN 09 2013

-
- RECOMMENDATION:**
1. That the report dated December 12, 2012 from the Commissioner of Community Services be approved to secure alternate Child Care Providers at the Malton and Mississauga Valley Community Centres and;
 2. That the Commissioner of Community Services be authorized to exercise the early termination of existing leases, if necessary, related to the operation of Child Care Centres, with the Regional Municipality of Peel, at the Malton and Mississauga Valley Community Centres and;
 3. That Realty Services negotiate and enter into a lease agreement or any other form of agreement deemed appropriate by the City Solicitor with the successful proponent(s), for the operation of Child Care/Early Learning and Play programming at the Malton and Mississauga Valley Community Centres, the form and content of the agreement being satisfactory to the City Solicitor.

**REPORT
HIGHLIGHTS:**

- The Region of Peel has a plan in place to withdraw from the delivery of Child Care programs by September 2014;

- The child care centres located at the Malton and Mississauga Valley Community Centres will be affected;
- The Region is prepared to work with the City to conduct an Expression of Interest to secure alternate, qualified provider(s) to deliver Child Care/Early Learning programs at Malton and Mississauga Valley Community Centre locations;
- By working with the Region, the City will benefit from their knowledge of child care services and from the continued and effective use of these spaces;
- New leases will be negotiated and administered by the City of Mississauga;

BACKGROUND:

At its September 13, 2012 Regional Council meeting, a recommendation to begin a withdrawal from Council (“The Region”), from the direct delivery of Child Care programming was approved.

By September 2014, the Region will no longer operate its 12 Learn.Play.Care. Child Care Centres, (“Centres”), 5 of which are located in the City of Mississauga.

With significant changes in the child care system resulting from the Province’s commitment to full day kindergarten, The Region had struck a Task Force to help guide the future delivery of child care services in the Region. The Task Force Report, shared with Regional Council on September 13, 2012, recommended that where possible, alternate service providers be engaged at the earliest opportunity, to ensure a smooth transition for families.

Regional staff have opened discussions with the City with respect to the transitions that need to be managed at the City owned sites. The scope of this Report is limited the child care centres located in the Malton and Mississauga Valley Community Centres. The Malton and Mississauga Valley Community Centre programs have been longstanding in the community and have a combined enrolment of approximately 100 children, which is near capacity.

PRESENT STATUS:

Both Child Care Centres have provided families with access to a number of programs and services geared to early learning enrichment,

parenting resources and special needs supports, for many years. By being co-located in community centres, families have been able to utilize other services delivered at these facilities including library and recreation services. It is considered a best practice to co-locate child care centres, libraries within community centres in order to create a true community hub which has tremendous value to parents, families, children and the broader neighbourhood.

The spaces themselves have been configured to comply with Day Nurseries Act legislative requirements and therefore, not easily re-configured for more general use, without incurring capital costs by the City or an alternate tenant.

Finally, families using these programs would benefit from having as seamless a change as possible by continuing to access services at their current location.

COMMENTS:

The Region, while changing its service delivery model to be a service system manager vs. a direct program provider, maintains an interest in the provision of quality child care in Peel Region. Staff have offered to work with the City to develop an Expression of Interest in the hopes of securing an alternate Child Care Provider at the community centre locations.

By working with the Region, the City will benefit from the experience of the Human Services Department. The City will be an active member of the selection panel and then have the responsibility to negotiate and administer a new lease with the successful operator.

Staff considered the option of undertaking its own Expression of Interest for alternate use of these spaces however for the reasons stated above, are recommending to Council that both locations remain Child Care/Early Learning sites, operated by an independent, qualified provider(s).

In the event that a provider cannot be secured, the City will develop specifications to re-purpose these spaces in order to attract new tenants to our facilities.

7c

The terms of the existing lease with The Region is in effect until December 31, 2014. The Region will be concluding its programs by September, 2014, at the latest and may provide the City with notice of termination sooner. Staff request Council's approval to negotiate a new termination date with the Region in order to support the transition of operations.

City and Regional staff will develop an inventory of chattels in both centres prior to the Region's withdrawal to confirm ownership and what is to remain and be removed.

STRATEGIC PLAN: Maintain Early Learning and Child Care in our Community Centres supports the strategic action item Connect, completing our neighbourhoods.

FINANCIAL IMPACT: Realty Services is developing a proposed lease rate to inform the Expression of Interest process. The lease rate with the Region has been a longstanding agreement between both levels of government that would not be expected to extend to another operator. That said, staff support developing a rate that is compatible with market rates for similar operations in the respective communities they serve in order to be both attractive and competitive.

CONCLUSION: The Region of Peel's decision to withdraw from the operation of its Learn.Play.Care Child Care Centres will impact 5 such centres within the City of Mississauga, the centres at Malton and Mississauga Valley Community Centres are among the ones affected. Staff from the Region and the City are prepared to work together to issue an Expression of Interest in order to secure a qualified, experienced operator to deliver Child Care/Early Learning programs in these locations.

Providing services that support families in community centres, securing continued lease revenue and effective use of these spaces, meets a number of priorities for the Recreation Division.

Since this transaction is anticipated to be within the limit under Real Estate Delegation of Authority By-law 0375-2008, following successful negotiations with the selected operator(s), the Realty

Services Section will execute a lease agreement or any other form of agreement deemed appropriate by the City Solicitor and all ancillary documents or agreements as authorized by the said by-law.



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

Prepared By: Howie Dayton, Director Recreation



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8.

DATE: November 27, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013



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

SUBJECT: **Donation of CP Rail Car to City of Mississauga
Garry W. Morden Centre (Ward 9)**

RECOMMENDATION: That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute and affix the corporate seal on behalf of The Corporation of the City of Mississauga to the limited Indemnification and Hold Harmless Agreement between The Corporation of the City of Mississauga ("Mississauga") and Canadian Pacific Railway Company (CP Rail) for the sole purpose of accepting a donated rail car training prop from CP for the Garry W. Morden Centre, which agreement must be in a form satisfactory to the City Solicitor.

BACKGROUND: The Garry W. Morden Center (GWMC) for Life Safety includes a training area for Hazardous Materials handling training and CP Rail has agreed to donate a rail car to the centre for training purposes. The rail car will be transported to the 7535 Ninth Line centre and reside permanently on a section of rail line designed for this use.

CP rail requires a donor agreement signed prior to the rail car being shipped from their terminal to the 9th Line GWMC site. The agreement attached is an indemnity and hold harmless agreement in favour of CP Rail.

8a

PRESENT STATUS: The attached Agreement has been reviewed by Legal Services. This Agreement is required by CP Rail before the prop can be delivered to the GWMC.

FINANCIAL IMPACT: The value of the donated rail car is scrap metal value of \$8,000.00

The cost to transport the rail car from its current location in Toronto is approximately \$3,700.00. This will be funded through PN8250.

CONCLUSION: The acceptance of this donated training prop is a positive demonstration of the partnerships that allow the City's Emergency Services Teams to train to required standards.

ATTACHMENTS: Appendix 1: Asset Donation agreement between the City of Mississauga and CP Rail.



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

*Prepared By: Shawn Matheson, Divisional Chief, Training
Mississauga Fire & Emergency Services*

ASSET DONATION AGREEMENT

THIS AGREEMENT is dated this ____ day of _____, 2013 ("Effective Date").

Between:

CANADIAN PACIFIC RAILWAY COMPANY,

["CP"]

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA

["Recipient"]

WHEREAS CP is the owner of the Donated Assets described in Schedule A; and

WHEREAS CP wishes to donate to the Recipient and the Recipient wishes to accept all of CP's right, title and interest in and to the Donated Asset on the terms and conditions of this Agreement; and

WHEREAS the Recipient has agreed to remove the Donated Assets from CP's property at its sole cost and expense.

NOW THEREFORE IN CONSIDERATION of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I. Definitions and Interpretations

1.1 In addition to the terms defined throughout this Agreement, for the purposes of this Agreement, the following capitalized terms shall have the respective ascribed meanings:

- (a) "Agreement" means this agreement, including its Schedules, as amended from time to time;
- (b) "Closing Date" means the date as agreed upon by CP and the Recipient pursuant to Article 4.1 of this Agreement as the date upon which the Recipient takes possession of the Donated Asset;
- (c) "Donated Asset" means the asset(s) more particularly described in Schedule A;
- (d) "Donation Receipt" means the receipt issued by the Recipient representing an Official Receipt as that term is defined in the *Income Tax Act (Canada)* in respect of the Donated Assets reflecting the Fair Market Value of the Donated Asset, which receipt shall comply with the material requirements of the *Income Tax Act (Canada)*;
- (e) "Premises" means the CP property where the Donated Asset is located, as set out in Schedule A.

1.2 The division of this Agreement into Articles and Sub-Articles and the inclusion of headings are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Unless the context otherwise requires, words importing the masculine, feminine or neuter gender include all genders; words in the singular include the plural and *vice versa*; and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Article II. Term

2.1 This Agreement shall commence upon the Effective Date and terminate the day after the Closing Date unless otherwise agreed to in writing between the parties.

Article III. Transfer of Title

3.1 Upon and subject to the terms and conditions of this Agreement, CP shall donate to the Recipient and the Recipient shall accept from CP, at the Closing Date, all of CP's rights, title and interest in the Donated Asset.

3.2 The Recipient acknowledges and agrees that the Donated Asset is not intended for resale or donation to any party other than the Recipient, except as set out in this Agreement.

Article IV. Closing Conditions

4.1 The Recipient shall provide CP with prior written notice delivered no less than 4 weeks prior to the date indicated on the notice as the date on which the Recipient intends to take possession of the Donated Asset ("Possession Notice") which date shall become the Closing Date.

4.2 CP hereby grants to the Recipient a limited, revocable right and licence for the Recipient, its employees and, or contractors to enter onto the Premises on the Closing Date for the sole purpose of removing the Donated Asset.

4.3 The Recipient shall obtain all required approvals and permits and shall make all preparations and arrangements necessary to have the Donated Asset removed from CP's lands on the Closing Date. The Recipient shall bear all risks, costs and expenses for the removal and transportation of the Donated Asset to the ultimate destination of the Recipient's choosing.

4.4 In the event the Recipient is not ready, willing or able to take possession of the Donated Asset on or before the Closing Date, this Agreement shall be terminated and CP and the Recipient shall be released and discharged from all duties and obligations hereunder, without any damages or compensation whatsoever.

4.5 Concurrent with delivery of the Possession Notice, the Recipient shall:

- (a) deliver a Donation Receipt, issued in favour of CP, to CP in the amount indicated in Schedule A, which amount is agreed by CP and the Recipient as the approximate equivalent to the present Fair Market Value of the Donated Asset ("Fair Market Value");
- (b) deliver to CP a certificate of insurance evidencing Commercial General Liability insurance with a limit of not less than \$2,000,000.00 (Two Million Dollars) for any one loss or occurrence for personal injury and property damage. The policy shall, by its wording or by endorsement:

- (i) include a "cross liability" clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
- (ii) provide non-owned auto liability coverage; and
- (iii) include the Recipient's legal liability and blanket contractual liability; and

4.6 The Recipient acknowledges and agrees that the insurance coverage required herein shall not limit or restrict its liabilities under this Agreement and that said insurance coverage is primary and not excess of any other insurance that may be available.

Article V. Risk, Liability and Indemnity

5.1 Upon execution of this Agreement by the parties, the Donated Asset will be at the sole risk of the Recipient. If any event or action causes material damage to the Donated Asset or any part thereof before the Closing Date or before the Recipient takes possession of the Donated Asset, whichever is earlier, each of CP and the Recipient may at its option terminate this Agreement by notice in writing to the other party. Alternatively, CP and the Recipient may mutually agree to complete the donation of the Donated Asset with adjustments to the Fair Market Value of the Donated Asset and the Donation Receipt to reflect the decrease in value of the Donated Asset due to such material change. In any event, CP shall have no obligation whatsoever to repair the damages or otherwise restore the Donated Asset.

5.2 Additionally, the Recipient shall bear all risks associated with the removal and transportation of the Donated Asset and shall indemnify and save harmless CP and its directors, officers, employees, agents, successors and assigns from and against any and all injury or death, claims, suits, demands, losses, damages, costs or expenses (including legal costs on a solicitor and own client basis) which may be suffered or incurred by whomsoever claimed against CP or its directors, officers, employees, agents, successors and assigns from or in connection with the removal and transportation of the Donated Asset.

5.3 All covenants respecting risks and indemnity contained herein shall survive termination or expiration of this Agreement.

Article VI. Subcontracting

6.1 Recipient shall not retain a subcontractor to perform any of its obligations hereunder without first receiving the written consent of CP, which consent may be withheld in CP's sole discretion. Where such consent is granted, the Recipient shall:

- (a) not be released or relieved from any of its obligations or liabilities hereunder nor shall CP be prevented from pursuing any legal or equitable remedies it may be entitled to;
- (b) remain liable and responsible to CP for the actions and omissions of any subcontractor;
- (c) ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety requirements referred to in this Agreement;
- (d) ensure that any subcontractor retained to remove the Donated Assets from the Premises maintains a policy of Automobile Liability insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident covering the ownership, use and operation of any motor vehicles and trailers which are owned leased or controlled by the subcontractor.

6.2 When requested by CP, the Recipient shall provide CP with details concerning any subcontracted work.

Article VII. Safety

7.1 CP reserves the right to require that all agents, employees and subcontractors of the Recipient complete safety and/or security awareness training and the Recipient agrees that such personnel will complete such training at the sole expense of Recipient before accessing or entering upon CP property. Notwithstanding that such training is or is not required by CP, the Recipient shall in all circumstances and at all times be responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety and security of CP's operations.

Article VIII. Representations, Warranties and Covenants

8.1 The Recipient agrees that it is satisfied with the condition of the Donated Asset, **accepts the Donated Asset on an "as is" basis**, and has relied entirely on its own judgment, inspection and testing of the Donated Asset. The Recipient agrees and acknowledges that:

- (a) the Donated Asset has been used for railway or industrial purposes, and that the Recipient has had the opportunity for inspection and testing of the Donated Asset;
- (b) CP has made no agreement, representation or warranty of any kind as to the condition, environmental or otherwise, of the Donated Asset, or as to the fitness or suitability of the Donated Asset for the uses intended by the Recipient, or as to existing or potential environmental liabilities in relation to the Donated Asset latent (whether known or unknown) or otherwise; and
- (c) it is responsible for satisfying itself as to the condition and the fitness for its intended use of the Donated Asset in all respects including without limitation, inspecting and testing the Donated Asset to the Recipient's satisfaction.

8.2 CP represents and warrants to the Recipient that:

- (a) it is a corporation validly incorporated and existing under the laws of Canada and has all necessary corporate power and capacity to own its assets, to enter into this Agreement and perform its obligations hereunder;
- (b) the Donated Asset is free and clear of all liens, charges and encumbrances; and
- (c) the execution and delivery by CP of this Agreement and the completion of the transactions contemplated herein have been duly authorized by all necessary corporate proceedings on the part of CP and this Agreement is legal, binding and enforceable against CP in accordance with the terms of this Agreement.

8.3 The Recipient represents and warrants to CP that:

- (a) the recipient will remove or obscure all markings on the Donated Assets which identify CP;
- (b) the execution and delivery by the Recipient of this Agreement and the completion of the transactions contemplated herein have been duly authorized by all necessary proceedings on the part of the Recipient and this Agreement is legal, binding and enforceable against the Recipient in accordance with the terms of this Agreement; and

- (c) the Recipient is a municipal corporation under the *Municipal Act, 2001* and is validly incorporated and existing under the laws of the Province of Ontario and has all necessary power and capacity to own its assets, to enter into this Agreement and perform its obligations hereunder.

8.4 All of the representations and warranties of the parties contained herein will not merge and shall survive the termination or expiration of this Agreement.

Article IX. Releases

9.1 The Recipient hereby covenants and agrees to assume all liabilities relating to the Donated Asset, including but not limited to, the condition, environmental or otherwise, of the Donated Assets, and the Recipient hereby waives any and all rights and remedies the Recipient has or may have against CP, and further releases and discharges CP from and against any and all losses and, or damages incurred or suffered by the Recipient which are based upon, arising out of or are connected directly or indirectly with the Donated Assets.

Article X. General Matters

10.1 All notices, demands, or communication required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if delivered by hand or sent by ordinary pre-paid mail or facsimile transmission to the respective parties at the addresses noted in Schedule A of this Agreement.

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

10.3 Time is of the essence in this Agreement.

10.4 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no warranties, representations, covenants or agreements except as set forth herein.

10.5 Each of the parties shall execute and deliver all such further documents and do such further acts and things as may be reasonably required from time to time to give effect to this Agreement.

10.6 The Recipient shall not assign any of its rights, benefits, obligations or liabilities under this Agreement to any person without the prior written consent of CP, which consent CP may withhold in its sole discretion. CP may assign any and all rights, benefits, obligations and liabilities hereunder.

10.7 This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors, permitted assigns, heirs, executors, and legal representatives.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties by their respective authorized representatives on the date indicated below:

CANADIAN PACIFIC RAILWAY COMPANY
Per: _____

THE CORPORATION OF CITY OF MISSISSAUGA
Per: _____

Name:

Name:

Date:

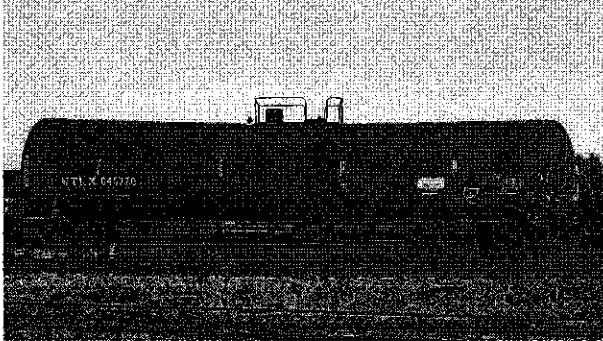
Date:

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SCHEDULE "A"

DESCRIPTION OF DONATED ASSETS

- 1. **Description of Assets:** Retired UTLX 645770 tank car, pictured below:



- 2. **Premises:** The Donated Asset is located at:

2025 McCowan Rd, Scarborough, ON, M1S 5K3
 Location of car is: CP track RW1W

Recipient agrees to pick up the tank car at the Premises and load to truck

- 3. **Contact to coordinate pick up:** Scott Croome, Specialist Field Emergency Response – Cell (905) 299-7463
- 4. **Closing Date:** December 31, 2012 (TBC based on operational availability)
- 5. **Fair Market Value:** \$ 8000.00 * 1 tank car = \$8000.00
- 6. **Contact information:**

Recipient's Information	CP Information
Name: <u>City of Mississauga (Mississauga Fire & Emergency Services)</u>	Name: <u>Canadian Pacific Railway Company</u>
Jurisdiction of incorporation: _____	Department: <u>Community Investment</u>
Incorporation No: <u>#121414106</u>	Address: <u>Suite 500, 401 – 9th Ave SW, Calgary, Alberta, T2P 4Z4</u>
Address: <u>The Garry W Morden Centre</u> <u>7535 Ninth Line, Mississauga</u> <u>Canada</u>	Attention: <u>Jennifer Hunt</u>
Attention: <u>Shawn Matheson</u>	Telephone: <u>604.415.3587</u>
Telephone: <u>905 – 615 - 3432</u>	Facsimile: _____
Facsimile: _____	E-mail: <u>Jennifer_Hunt@cpr.ca</u>
E-mail: <u>shawn.matheson@mississauga.ca</u>	
GST Registration #: _____	

Recipient's Initials: _____

CP's Initials: _____



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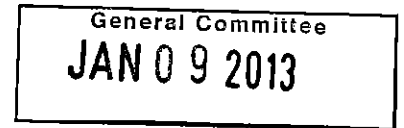
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DATE: December 13, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Corporate Policy and Procedure – Event Protocol**



RECOMMENDATION That the proposed Corporate Policy and Procedure – Events Protocol attached as Appendix 1 to the report dated December 13, 2012 from the Commissioner of Corporate Services and Treasurer, be approved.

BACKGROUND: Public Affairs is responsible for managing matters of Protocol for the City of Mississauga. Specifically, Public Affairs manages the role of Mayor and Members of Council attending events on behalf of the City. Currently, there is no City policy for official protocol events and their requirements, leading to confusion among staff and elected officials with respect to the roles and responsibilities of Public Affairs, Communications, when various events are scheduled to take place in the City.

Public Affairs staff developed this policy in close collaboration with staff in the Community Services Department, namely Recreation, Parks & Forestry and Culture Divisions and by reviewing best practices amongst government bodies and agencies. This consultation process enabled Communications to ensure the policy was within its intended scope, namely to define the role of Public Affairs and that of elected officials with respect to protocol at the events outlined in the policy.

COMMENTS:

This report provides Council with a summary of new City event classifications. Overall, the goal is to have a comprehensive policy that will provide guidance and direction to staff and elected officials on the role of Public Affairs with respect to events involving the Mayor and Members of Council.

Staff and elected officials are often unsure of the role of Public Affairs in these events. This policy provides clear definitions and outlines both the roles and responsibilities of Public Affairs staff and that of elected officials for each event category listed below.

Anniversary Celebration Events - official recognition of City owned and operated building/facility anniversaries (10, 25, 50, 75 and 100 year). In the past, there have been no criteria or standard for City building/facility anniversaries. Public Affairs would continue to support with full communications protocol (i.e. invitations, agenda, speaking notes, media relations and promotions).

Community Events – such as community festivals (e.g. Streetsville Bread and Honey Festival); celebrations (e.g. 30th anniversary of the Mississauga Arts Council) and sporting events (e.g. Mississauga Marathon). Public Affairs is proposing to continue the current practice of providing advice.

Official City Events - such as the official ceremony for Canada Day held in Mississauga Celebration Square and national/international sporting or cultural events with official ceremonial elements held at the Hershey Centre. Public Affairs would continue to support with full communications protocol (i.e. invitations, agenda, speaking notes, media relations and promotions).

Partnership Events – such as government funding announcements i.e. Infrastructure Stimulus Fund (ISF)/Recreational Infrastructure Canada (RInC) program projects; redevelopment projects; Bike to Work Day; and International Indian Film Academy (IIFA). Public Affairs would continue to partner with external stakeholders and provide full communications protocol (i.e. invitations, agenda, speaking notes, media relations and promotions).

Ward Specific Events - events that apply to an individual ward, such as community park openings; ward barbecues/celebrations. Public Affairs would continue with the current practice of providing advice only.

The purposed Event Protocol policy, attached as Appendix 1, has been circulated to all City directors and the Leadership Team for comment.

FINANCIAL IMPACT: Not applicable.

CONCLUSION: The new Corporate Policy and Procedure – Event Protocol is in keeping within the mandate of the Public Affairs Master Plan and is necessary to provide written direction to staff, ensuring all protocol events involving the Mayor and/or Members of Council can be managed in a consistent manner.

ATTACHMENTS: Appendix 1: Final Draft Policy – Event Protocol



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

Prepared By: Maureen Ellis, Public Affairs Specialist

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TAB: PUBLIC RELATIONS
 SECTION: PROTOCOL
 SUBJECT: EVENT PROTOCOL

POLICY STATEMENT The Communications Division, Corporate Services, co-ordinates official City events on behalf of Council, and provides protocol advice to staff and the public on events involving the Mayor and Members of Council. Clear direction in classifying these requests ensures they are managed in a consistent manner.

PURPOSE The purpose of this policy is to provide direction to staff and elected officials who are arranging events that require the attendance of the Mayor and/or Members of Council by outlining the definitions for each event classification; the corresponding roles and responsibilities of Public Affairs staff; and the role of elected officials in performing their duties during each event.

SCOPE This policy applies only to the types of events outlined in the Definitions section.

For additional information on items of Protocol refer to Corporate Policy and Procedures – Public Relations – Protocol; Official Photographs of Elected Officials and Senior Staff; Expressions of Sympathy; and Flag Protocol at City Facilities.

This policy does not apply to events associated with the dedication of plaques. For information on plaque installation at City of Mississauga public facilities to commemorate official openings of new or substantially renovated facilities refer to Corporate Policy and Procedure – Public Relations – Plaques Commemorating Official Openings. For information on plaque installation at facilities that are being re-named or dedicated after opening, refer to Corporate Policy and Procedure – Facility

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Planning – Property and Facility Naming and Dedications.

DEFINITIONS

Anniversary
Celebration Events

For the purposes of this policy:

“Anniversary Celebration Events” means official recognition of City owned and operated building/facility 10, 25, 50, 75 and 100 year anniversaries and subsequent anniversaries at 25 year intervals only, or where anniversaries are identified and budgeted through the City's business plan and budget process.

Community Events

“Community Events” means events which are funded by an external organization only where the Mayor and Members of Council are invited guests and may be called upon to bring greetings from the City. Community Events may include, but are not limited to, community festivals (e.g. Streetsville Bread and Honey Festival, Mississauga's Waterfront Festival); celebrations (e.g. 30th anniversary of the Mississauga Arts Council) and sporting events (e.g. Mississauga Marathon).

Mayor

“Mayor” means the elected Mayor or the Acting Mayor.

Official City Events

“Official City Events” means events that are held in Mississauga and have a City-wide impact; are identified in a project work plan/charter and/or are endorsed by the Leadership Team and/or Council; and are fully funded by the City and organized by City staff. Mayor and Members of Council require a minimum of six weeks' notice for these events, when possible. Official City Events such as the official ceremony for Canada Day held in Mississauga Celebration Square and national/international sporting events with official ceremonial elements held at the Hershey Centre are not considered Ward-Specific Events. Other Official City Events may include, but are not limited to, official visits, City owned and operated building/facility openings and re-openings; major park/trail openings; Anniversary Celebration Events; facility namings and re-namings; and ground-breakings.

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Partnership Events

“Partnership Events” means either/or those events:

- that are held to celebrate facility/site openings or to promote programs which were constructed, developed, or significantly funded through a partnership with an outside organization, private or not-for-profit or another government entity. The funding contribution agreement would be outlined in a corporate report to Council. Examples could include, but are not limited to, government funding announcements e.g. Infrastructure Stimulus Fund (ISF)/Recreational Infrastructure Canada (RInC) program projects.
- that are hosted in partnership with organizations that have been endorsed by Council e.g. Mississauga Transit announcements; redevelopment projects; Bike to Work Day; Safe City; Sports Day.

Mayor and Members of Council require a minimum of six weeks’ notice for these events, when possible.

Protocol

“Protocol” means the official procedure or system of rules governing City-wide events and other official functions associated with the Mayor’s office, such as diplomatic occasions.

Ward-Specific Events

“Ward-Specific Events” means events that apply to an individual ward and are not Official City Events. Ward-Specific Events may include, but are not limited to, community park openings; ward barbecues/celebrations; road extension/bridge developments/major transportation links; and other community milestones.

ROLES AND RESPONSIBILITIES OF PUBLIC AFFAIRS STAFF

The Public Affairs Section, Communications Division, organizes Official City Events funded through the Communication Division’s budget, which include: Mayor’s Levee, Remembrance Day, Civic Recognition and other official dignitary visits. Public Affairs also provides Protocol advice to the Mayor, Members of Council, other City staff who organize City-funded events, and

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members of the public who organize events that involve the Mayor and/or Members of Council.

The Public Affairs Section does not fund all Official City Events or Partnership Events. Funding for the event comes from the department/division area responsible for the event e.g. Planning and Building funds the Mississauga Urban Design Awards; Corporate Services, Human Resources funds the Long Service Recognition Awards; Community Services funds facility openings/re-openings/anniversary celebrations, and namings and dedications.

Anniversary Celebration Events

Regardless of the ward in which an Anniversary Celebration Event takes place, Public Affairs manages the official ceremonial aspects that involve the Mayor and Members of Council and/or other dignitaries/stakeholders. Mayor and Members of Council require a minimum of six weeks' notice for these events, when possible. Public Affairs manages Protocol i.e. formal invitations, speaking notes, agenda, media relations and event promotion, in consultation with the applicable organizers. Event work plans will follow City Protocol.

Community Events

Community groups handle invitations for Community Events. Event organizers may call on the Public Affairs group for event planning Protocol advice, as required.

Official City Events

Regardless of the ward in which an Official City Event takes place, Public Affairs manages the official ceremonial aspects that involve the Mayor and Members of Council and/or other dignitaries/stakeholders. Mayor and Members of Council require a minimum of six weeks' notice for these events, when possible. Public Affairs manages Protocol i.e. formal invitations, speaking notes, agenda, media relations and event promotion, in consultation with the applicable organizers. Event work plans will follow City Protocol.

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Partnership Events

Public Affairs produces or provides advice on event work plans for Partnership Events in conjunction with external groups. Mayor and Members of Council require a minimum of six weeks' notice for these events, when possible. Public Affairs is responsible for the development and production of promotional elements as outlined in the event plan. Promotional material produced by the partnership organization must be approved by Public Affairs. Event work plans will follow City Protocol. Funding is dependent on the specific partnership arrangement.

Ward-Specific Events

The ward councillor handles all aspects of Ward-Specific Events, including invitations, promotional elements, media relations and logistics. Costs are covered through the councillor's budget. Public Affairs is not involved in the organization of these events but can be called upon to provide Protocol advice.

ROLE OF ELECTED OFFICIALS

Anniversary Celebration Events

The Mayor and Members of Council are hosts for Anniversary Celebration Events. The councillor in whose ward the facility/event is located will be master of ceremonies for the event. The Mayor will bring greetings (the Mayor may defer greetings to the ward councillor). All other councillors attending the event are recognized as special guests, as are other dignitaries in attendance. The Mayor and ward councillor will speak first, followed by the other speaking guests as outlined in this policy and detailed in City Protocol.

Community Events

At Community Events, the Mayor brings greetings from the City. The ward councillor may also be invited to speak (the Mayor may defer greetings to the ward councillor). The Mayor speaks immediately after the master of ceremonies' opening remarks and introductions, followed by the ward councillor and then other speaking guests. The program agenda is at the discretion of the event organizer.

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Official City Events

The Mayor and Members of Council are hosts for Official City Events. The councillor in whose ward the facility/event is located will be master of ceremonies for the event. The Mayor will bring greetings (the Mayor may defer greetings to the ward councillor). All other councillors attending the event are recognized as special guests, as are other dignitaries in attendance. The Mayor and ward councillor will speak first, followed by the other speaking guests as outlined in this policy and detailed in City Protocol.

Partnership Events

The Mayor, Members of Council, and the partnership organization are hosts of Partnership Events. The Mayor will bring greetings from the City (the Mayor may defer greetings to the ward councillor). As the facility's or program's purpose is to serve the needs of the community, the applicable ward councillor may be the master of ceremonies for the event, depending on the City-wide impact of the event. A representative of the partnership organization will then formally welcome the guests. Other speaking guests will follow the Mayor, councillor, and partnership organization representative as outlined in this policy and detailed City Protocol.

Ward-Specific Events

The ward councillor is the host for Ward-Specific Events. The ward councillor will be the master of ceremonies and bring greetings from the City. Other speaking guests will follow the ward councillor. These events are less formal than Official City Events and the program agenda is at the discretion of the ward councillor. The Mayor and Members of Council and the Leadership Team are invited guests.

APPROVALS

For Official City Events and Partnership Events, the event work plan, invitations and program will be approved by the Director, Communications, Corporate Services, in consultation with the Mayor, ward councillor, and partner organization as appropriate.

REFERENCE:

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LAST REVIEW DATE:

CONTACT:

For additional information contact the Communications Division,
Corporate Services Department.

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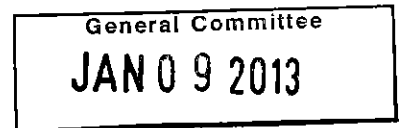
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DATE: December 12, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **2013 Interim Tax Levy For Properties on the
Regular Instalment Plan**



- RECOMMENDATION:**
1. That a by-law be enacted to provide for a 2013 interim tax levy for properties on the regular instalment plan.
 2. That the 2013 interim taxes be calculated to be 50% of the previous year's annualized taxes on properties that existed on the previous year's tax roll.
 3. That assessments added to the tax roll in the current year be levied an amount that approximates 50% of a full year's taxes, had the property been included on the previous year's tax roll, using tax rates set out in Appendix 1 to the report dated December 12, 2012 from the Commissioner of Corporate Services and Treasurer and the current year's phased-in assessment.
 4. That the 2013 interim levy for residential properties on the regular instalment plan be payable in three (3) instalments on March 7th, April 4th, and May 2nd, 2013.
 5. That the 2013 interim levy for regular instalment plan properties in the commercial, industrial and multi-residential property classes be payable in one (1) instalment on March 7th, 2013.

BACKGROUND:

The *Municipal Act, 2001, S.O. 2001, c. 25* provides municipalities with the ability to pass a by-law to levy interim taxes in order to meet financial obligations. A by-law for interim taxes for taxpayers on pre-authorized payment plans was passed by Council on November 14, 2012. This report provides for an interim billing for properties on the regular instalment plan.

COMMENTS:

Section 317 of the *Municipal Act, 2001, S.O. 2001, c. 25* allows municipalities to levy interim taxes. The amount levied on a property may not exceed 50% of the total amount of taxes levied on the property for the previous year, adjusted for any supplementaries or cancellations that applied to only part of the previous year as if the supplementary or cancellation had applied for the entire year. Any impact resulting from reassessment and phase-in along with budgetary increases are applied on the final bill.

Assessments added to the tax roll for the current year is levied an amount that approximates 50% of a full year's taxes, had they been included in the previous year's tax roll, using tax rates set out in Appendix 1 and the current year's phased-in assessment.

Interim levies are also made on Payment-in-lieu properties such as Canada Post, the Region of Peel and others.

An interim levy would allow the municipality to meet its financial obligations including payment of Region of Peel and school board requirements.

It is proposed that the 2013 interim levy for residential properties with regular instalment due dates be payable in three (3) instalments on March 7th, April 4th, and May 2nd, 2013 and that the 2013 interim levy for commercial, industrial, and multi-residential properties on the regular instalment plan be payable in a single instalment on March 7th, 2013.

FINANCIAL IMPACT: Not applicable.

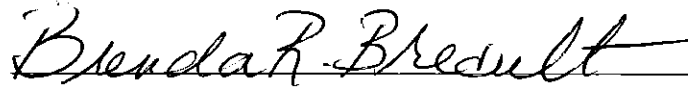
CONCLUSION:

A 2013 interim tax levy is required so that the City of Mississauga can meet its financial obligations. The 2013 interim levy for those properties paying through the regular instalment plan will be calculated pursuant to Section 317 of the *Municipal Act, 2001, S.O. 2001, c. 25* to be 50% of the annualized taxes levied on the property in the previous year. Interim taxes for assessments added to the tax roll for the current year will be calculated using tax rates set out in Appendix 1 and the current year's phased-in assessment.

Instalment due dates for residential properties paying through the regular instalment plan will be March 7th, April 4th, and May 2nd, 2013. The instalment due date for commercial, industrial or multi-residential properties will be March 7th, 2013.

ATTACHMENTS:

Appendix 1: 2013 Interim Tax Rates



Brenda R. Breault, CMA, MBA

Commissioner of Corporate Services and Treasurer

Prepared By: Connie Mesih, Manager, Revenue & Taxation

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Appendix 1

**The Corporation of the City of Mississauga
2013 Interim Tax Rates**

Description	Tax Class	2013 Interim Tax Rate
Residential	RT	0.449473%
Residential Shared (PIL for Ed)	RH	0.449473%
Res Farm Awaiting Development I	R1	0.134840%
Residential - Education Only	RD	0.104472%
Multi-Residential	MT	0.718154%
Multi-Residential Farm Awaiting Development I	M1	0.134840%
Commercial	CT	1.058923%
Commercial Shared (PIL for Ed)	CH	1.058923%
Commercial Taxable (No Ed)	CM	0.486388%
Commercial Excess Land (PIL for Ed)	CK	0.741245%
Commercial Farm Awaiting Development I	C1	0.134840%
Commercial Excess Land	CU	0.741245%
Commercial Vacant Land (PIL for Ed)	CJ	0.741245%
Commercial Vacant Land	CX	0.741245%
Commercial New Construction	XT	1.058923%
Commercial New Construction Excess Land	XU	0.741245%
Office Building	DT	1.058923%
Office Building Shared (PIL for Ed)	DH	1.058923%
Office Building Excess Land	DU	0.741245%
Office Building Excess Land (PIL for Ed)	DK	0.741245%
Office Building New Construction	YT	1.058923%
Office Building New Construction Excess Land	YU	0.741245%
Shopping Centre	ST	1.058923%
Shopping Centre Excess Land	SU	0.741245%
Shopping Centre New Construction	ZT	1.058923%
Shopping Centre New Construction Excess Land	ZU	0.741245%
Parking Lot	GT	1.058923%
Industrial	IT	1.237170%
Industrial Shared (PIL for Ed)	IH	1.237170%
Industrial Farm Awaiting Development I	I1	0.134840%
Industrial Excess Land	IU	0.866019%
Industrial Vacant Land	IX	0.866019%
Industrial Vacant Land (PIL for Ed)	IJ	0.866019%
Industrial Excess Land (PIL for Ed)	IK	0.866019%
Industrial New Construction	JT	1.237170%
Industrial New Construction Excess Land	JU	0.866019%
Large Industrial	LT	1.237170%
Large Industrial Excess Land	LU	0.866019%
Large Industrial New Construction	KT	1.237170%
Pipeline	PT	1.089325%
Farm	FT	0.112367%
Managed Forests	TT	0.112367%



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11.

DATE: December 7, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **Property Tax Arrears – Late Payment Charges**

General Committee
JAN 09 2013

RECOMMENDATION: That the report of the Commissioner of Corporate Services and Treasurer dated December 7, 2012 entitled "Property Tax Arrears – Late Payment Charges" be received for information.

**REPORT
HIGHLIGHTS:**

- Provincial legislation allows municipalities to impose late payment charges for the non-payment of taxes;
- Council established a rate of 1.25% per month on outstanding overdue tax balance and 1.25% on late payments;
- Penalty and interest are designed to encourage prompt payment and deter property owners from using the City as a quasi-lending institution.

BACKGROUND:

General Committee at its meeting of November 7, 2012 requested staff to bring forward an information report on property tax penalties and interest.

Section 345 of the *Municipal Act* allows a municipality to impose late payment charges for the non-payment of taxes or any instalment by the due date. The penalty and interest charge rate may not exceed 1.25% of the outstanding overdue tax balance per month or 1.25% of the late payment.

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Council established a charge of 1.25% per month for late payments through By-law 0222-09. Corporate Policy and Procedure 04-02-03, Collection of Outstanding property taxes, complies with the provincial legislation regarding tax collection.

Property tax payments are applied in accordance with legislation as follows:

1. The payment is first applied against any late payment charges according to the length of time the charges have been outstanding, with the charges that have been outstanding the longest being discharged first;
2. The payment is then applied in the same manner against the property taxes owing, with the property taxes that have been outstanding the longest being discharged first.

Partial payment is not accepted where a Tax Arrears Certificate has been registered against a property, except where the City has entered into an extension agreement.

COMMENTS:

Late payment charges are cancelled only in the following circumstances:

- taxes are adjusted due to a tax appeal;
- taxes are adjusted following a change in assessment under the *Assessment Act*;
- penalty and/or interest were charged as a result of the City's error or omission;

The amount of late payment charges cancelled is limited to the amount related to the tax reduction associated with a tax adjustment, change in assessment or City error or omission.

A balance owing of less than \$10.00 on an account after payment is received is written off following the last interim instalment date and at December 31st each year, as it is uneconomical for the City to pursue collection of these amounts (to avoid sending out collection notices for small amounts).

Discretion is provided to the Commissioner of Corporate Services & Treasurer and the Director, Revenue, Materiel Management and

Business Services to adjust late payment charges where unusual circumstances are apparent, provided such discretion is in accordance with all applicable legislation. This provision is rarely applicable.

A penalty charge based on the instalment amount due is applied to the account on the second day after the due date (i.e. 1 day grace period). Interest is applied on any outstanding taxes on an account on the first day of each month. Penalty and interest is applied on this basis even if the taxpayer has made payment arrangements with the City that differ from the established due dates or if the taxpayer has entered into an extension agreement with the City.

The most common situations that result in taxpayer communication relating to application of penalties and interest are:

- a) Non-receipt of tax bill.
 - In accordance with the *Municipal Act*, municipalities are obligated to ensure that the tax bill is mailed to each property owner or individual designated by the owner in writing. The municipality has no obligation to ensure that the bill is actually received by the taxpayer. Taxpayers are expected to pay their bills by the due date whether received or not. Where mail is returned to the City as undelivered, staff research the mailing information and if possible remail the tax bill.
 - Where mail has been returned as undelivered and staff have not been able to locate a correct mailing address and a dispute arises with a taxpayer, penalty will be adjusted.
- b) Payment made at a financial institution by the due date but received by City after the due date.
 - Late payment charges are adjusted upon taxpayer providing proof of payment.
- c) Taxpayer incorrectly dates their cheque or no date on cheque.
 - Whether the cheque date corresponds to the due date or not, the cheque is cashed on the date indicated or the date received if undated. Penalty will apply if the cheque is dated after a due date. Due to the volume of cheques received there is no analysis of cheques, their

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dates, amounts or due dates. Cheques are simply cashed as dated.

- No interest is paid by the City if a cheque contains a date prior to the due date and is cashed on the date of the cheque.


d) Taxpayer pays amount of instalment as listed on the bill.

- When an account has tax arrears that are unpaid at the time of billing, the tax arrears are added into the first instalment. Given the notice period required and the time needed to bill and mail, there are generally seven weeks between the billing date and the first instalment date during which time interest continues to accrue on tax arrears. Interest will be adjusted upon taxpayer dispute if the taxpayer paid the amount of the instalment listed on the bill.

Penalty and interest are designed to deter late payment of taxes. Municipalities are not in the business of lending money. All the major municipalities in Ontario charge a rate of 1.25% with the exception of Hamilton which has a rate of 1%.

FINANCIAL IMPACT: The City receives approximately \$8 - \$9 million annually in interest and penalty revenue.

CONCLUSION: Penalty and interest are applied in accordance with provincial legislation and corporate policy on a consistent basis for all taxpayers. The penalty and interest rate has been established by Council at 1.25% per month. This rate has been in effect since at least 1982 and is designed to encourage payment of taxes by the due date and therefore minimize taxes receivable.



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

*Prepared By: Jeffrey J. Jackson, Director, Revenue, Materiel
Management and Business Services*



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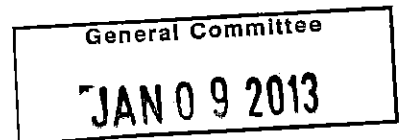
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DATE: December 11, 2012

TO: Chair and Members of General Committee
Meeting Date: January 9, 2013

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

SUBJECT: **License Agreement with the Region of Peel – Fire Station 106 -
1355 Winding Trail (Ward 3)**



RECOMMENDATION: That a by-law be enacted authorizing the Commissioner of Community Services and the City Clerk to execute a License Agreement including all documents ancillary thereto, between The Corporation of the City of Mississauga (“the City”) as Licensor and The Regional Municipality of Peel (“the Region”) as Licensee, for a term of twenty (20) years commencing December 1, 2012 and terminating on November 30, 2032, with two options to renew for 10 years each.

The lands are legally described as Part of Block C, Registered Plan 750, save and except Parts 3 and 4 on Reference Plan 43R-19921, City of Mississauga, Regional Municipality of Peel, in Ward 3, as shown in Appendix 2.

BACKGROUND: Fire Station 106 is currently located at 3450 Dixie Road, just north of Bloor Street. A feasibility study on this facility was completed in August, 2007 to identify renovation and rebuild options. At that time it was determined that the station was deficient in many areas and the building did not meet current City of Mississauga standards. As part of the Region of Peel’s ongoing efforts to enhance its

paramedic services to the same community, Peel Regional Paramedic Services expressed an interest in locating a satellite station at this site. After review, it was determined that the current site was not adequate for a combined facility that would provide accommodations for two fire crews and two paramedic ambulances and associated equipment.

As it was imperative the Fire Station continue be located in the same response area, the site at 1355 Winding Trail was identified as the new location for a joint fire and emergency services station. The new location met both the response criteria for fire and emergency services and provided adequate space for a joint facility.

Subsequently, on May 26, 2010 Council enacted By-Law 0159-2010 approving a Memorandum of Understanding between Mississauga and Peel Region which provided the framework for the License Agreement.

COMMENTS:

The new co-location station between the Region and the City at 1355 Winding Trail consists of a total land area of approximately 1.88 acres, with 24% of the area (the "licensed area") attributable to the Region.

The new station will be approximately 1,163.50 square metres (12,530 square feet), with Fire Station 106 occupying 76% of the space and Peel Regional Paramedic Services occupying the remaining 24%, i.e. 279.24 square metres (2,964 square feet). The Region's new satellite co-location will contain a small office with 2 bays and will have 2 parking spots dedicated to them.

In addition, the Region will pay 24% of the utility costs as well as 24% of all maintenance and repair costs associated with the joint facility at 1355 Winding Trail.

FINANCIAL IMPACT:

The total revenue generated from the license agreement with the Region over the twenty year term is \$768,741.50. The annual license fee is based on an estimated market value of \$1.87 per square foot of land, which is based on an appraisal report prepared by an independent appraiser. The Region is funding its share of the building structures and therefore this is not included in the license fee.

The license fee schedule payable to the City by the Region is as follows:

Years	Annual License Fee		Total
Years 1 to 5	\$36,750.00	x 5 years	\$183,750.00
Years 6 to 10	\$37,852.50	x 5 years	\$189,262.50
Years 11 to 15	\$38,988.08	x 5 years	\$194,940.40
Years 16 to 20	\$40,157.72	x 5 years	\$200,788.60
TOTAL REVENUE			\$768,741.50

Revenue generated will be deposited into Fire Facility Maintenance operating account number 525150-23011.

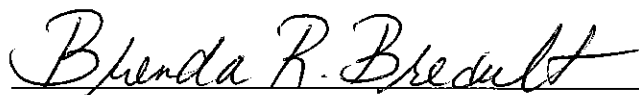
CONCLUSION:

The License Agreement between the City of Mississauga and the Region of Peel secures a partnership that helps meet both the Region's requirement to improve paramedic services and, the City's need to provide fire facilities which meet City standards.

ATTACHMENTS:

Appendix 1: Location of Subject Property

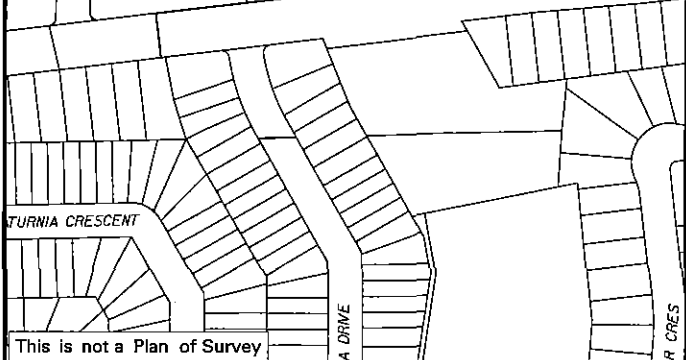
Appendix 2: Sketch of the Licensed Premises



Brenda R. Breault, CMA, MBA

Commissioner of Corporate Services and Treasurer

Prepared By: Diana Krsek, Real Estate Analyst-Appraiser



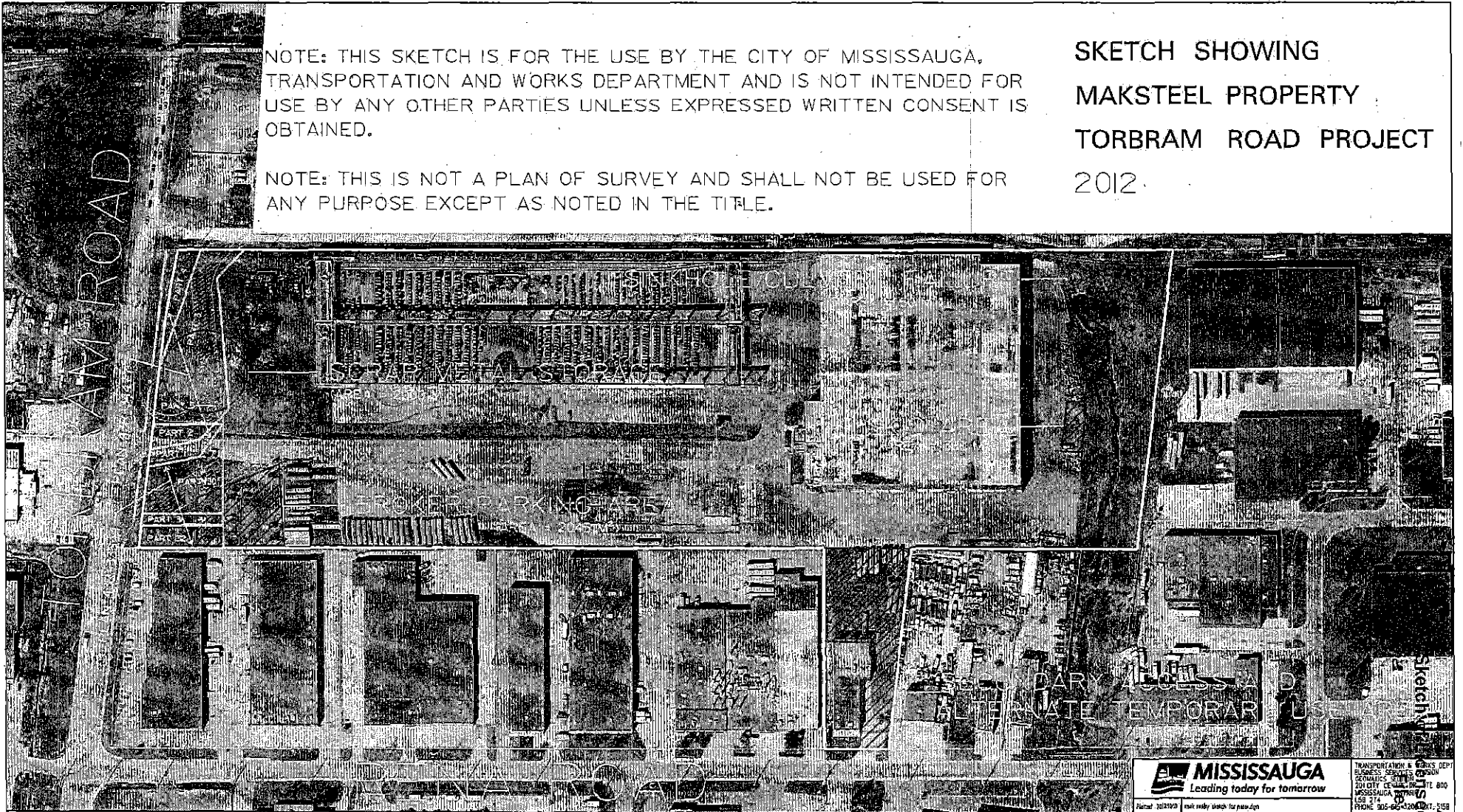
	<p>MISSISSAUGA Leading today for tomorrow</p>	
<p>Community Services</p>		
<p>Fire & Emergency Services</p>		
<p>1355 Winding Trail</p>		
<p>SCALE FOR REDUCED DRAWINGS 0m 17m 35m 69m 104m 138m 173m 346m</p>		


This is not a Plan of Survey

NOTE: THIS SKETCH IS FOR THE USE BY THE CITY OF MISSISSAUGA, TRANSPORTATION AND WORKS DEPARTMENT AND IS NOT INTENDED FOR USE BY ANY OTHER PARTIES UNLESS EXPRESSED WRITTEN CONSENT IS OBTAINED.

NOTE: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT AS NOTED IN THE TITLE.

SKETCH SHOWING
MAKSTEEL PROPERTY
TORBRAM ROAD PROJECT
2012



 MISSISSAUGA Leading today for tomorrow	<small>TRANSPORTATION & WORKS DEPT BUSINESS SERVICES SECTION GEOMATICS & SURVEYING 200 CITY CENTER BLVD MISSISSAUGA ONT L4W 1R1 PHONE: 905-884-3300 EXT. 555</small>
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Appendix 2
Geomatics & Surveying
PO.13.WIN



Corporate Report

Clerk's Files

Originator's
Files

13.

DATE: December 17, 2012

TO: General Committee Of Council
Meeting Date: January 9, 2013

General Committee
JAN 09 2013

FROM: Mary Ellen Bench, BA, JD, CS
City Solicitor

SUBJECT: **(1) Termination Of Municipal Access Agreements with Oakville Hydro Communications Inc. (operating as "Blink"); and with Atria Networks LP**

(2) Delegation of Authority to the Commissioner of Transportation and Works and the City Clerk to execute similar future termination agreements

-
- RECOMMENDATION:**
1. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute a Termination Agreement with Rogers Communication Partnership and Rogers Communications Inc. terminating the Municipal Access Agreement (MAA) between the City and Oakville Hydro Communications Inc. (operating as Blink);
 2. That the Commissioner of Transportation and Works and the City Clerk be authorized to execute a Termination Agreement with Rogers Communications Partnership and Rogers Communications Inc. terminating the MAA between the City and Atria Networks LP;
 3. That authority be delegated to the Commissioner of Transportation and Works and the City Clerk to execute any future agreements terminating an MAA, together with any

necessary or advisable ancillary documents, all in form approved by the City Solicitor, when the business operations, assets and liabilities of a company that has an MAA with the City are acquired by a company that also has an MAA with the City.

4. That a by-law be submitted for enactment by Council to authorize the execution of the two Termination Agreements referred to in Recommendations #1 and #2 above and to authorize the delegation referred to in Recommendation #3 above.

REPORT HIGHLIGHTS:

- Each of Oakville Hydro Communications Inc. (operating as Blink and referred to in this Report as “Blink”) and Atria Networks LP (Atria) entered into an MAA with the City;
- The business operations, assets and liabilities of both Blink and Atria have been acquired by Rogers Communication Partnership (“Rogers Partnership”);
- The City’s MAA with Rogers Partnership provides that telecommunication facilities acquired from third parties after the date of the Rogers Partnership MAA are to be governed by the Rogers Partnership MAA and that reasonable efforts are to be made to terminate the third party’s MAA with the City, if any;
- At Rogers Partnership’s request, an agreement terminating each of the City’s MAA with Blink and the City’s MAA with Atria have been prepared and the termination agreements have been executed on behalf of Rogers Partnership and its parent company, Rogers Communications Inc.
- Council is being asked to authorize the execution of both agreements and to delegate authority to the Commissioner of Transportation and Works and the City Clerk to execute future agreements terminating MAAs in similar circumstances.

BACKGROUND:

By-Law No. 0062-2009 enacted by Council on February 25, 2009 authorized the Commissioner of Transportation & Works and the City Clerk to execute:

- MAAs with Bell and Telus; and
- MAAs with other telecommunication companies provided that the terms of the MAAs were no more onerous for the City

than the MAAs with Bell and Telus. Under the authority of By-Law No. 0062-2009, the City subsequently executed MAAs with Blink and Atria.

The City entered into a MAA with Rogers dated January 1st 2010 (the Rogers MAA) and, when the Rogers group of companies was restructured, the Rogers MAA was restated in August 2011 (the "Restated Rogers MAA")

COMMENTS:

Blink and Atria Termination Agreements

The Rogers MAA and its successor, the Restated Rogers MAA, both addressed after-acquired assets that Rogers Partnership acquired from third parties that had MAAs with the City. Both agreements provided that such third party assets were to be governed by Roger's agreement with the City.

Both MAAs also provided that, if such assets were acquired, reasonable efforts would be made to terminate the City's MAAs with the third parties.

In 2011 the Rogers group of companies acquired the business operations, assets and liabilities of both Blink and Atria. Subsequently, the Rogers group of companies underwent a complex multi-step restructuring in 2011 which resulted in the assets of Blink and Atria being owned by Rogers Partnership.

Rogers Partnership notified the City of these developments and the City and Rogers have negotiated two termination agreements, one to terminate the Blink MAA with the City, the other to terminate the Atria MAA.

The two termination agreements have been executed on behalf of Rogers Partnership and its parent company, Rogers Communications Inc. City staff recommends that the City execute both agreements.

Delegation of Signing Authority for Future Similar Agreements

Mergers and acquisitions in the telecommunications and radio communications industry happen frequently. These mergers and

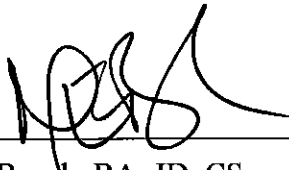
acquisitions can result in the City's agreements with the merged or acquired company coming to an end. In such cases, the City has little option but to accept the outcome. Indeed, it is advisable that the paperwork record that the agreements are at an end.

The City Solicitor recommends that Council delegate to the Commissioner of Transportation and Works and the City Clerk the authority to execute, on behalf of the City, termination agreements together with such other documents and instruments as may be advisable (all as approved as to form by the City Solicitor), in similar circumstances to those under which the City Solicitor recommends the Blink and Atria MAAs be terminated.

FINANCIAL IMPACT: There is no financial impact to the City

CONCLUSION: Mergers and acquisitions in the telecommunications and radio communications industry happen frequently. Agreements need to be modified to reflect this. The City Solicitor recommends that:

- i) the City execute agreements terminating the MAA with Blink and the MAA with Atria;
- ii) authority be delegated to the Commissioner of Transportation and Works and the City Clerk to execute similar future termination agreements and ancillary documents, all as approved as to form by the City Solicitor.



Mary Ellen Bench, BA, JD, CS
City Solicitor

Prepared By: Elizabeth M. Waight, Legal Counsel

REPORT 4-2012

General Committee

JAN 09 2013

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

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

TIAC-0019-2012

That the memorandum dated December 5, 2012 with respect to the status of citizen membership for the Towing Industry Advisory Committee be received.

(TIAC-0019-2012)

TIAC-0020-2012

That the corporate report dated November 22, 2012 from the Commissioner of Transportation and Works with respect to amendments to the Tow Truck Licensing By-law 521-04, as amended, identification markings on tow trucks be referred back to Licensing and Enforcement staff for further review and brought back to a future Towing Industry Advisory Committee meeting.

(TIAC-0020-2012)

TIAC-0021-2012

1. That a by-law be enacted to amend Section 4(1) of the Tow Truck Licensing By-law 521-04, as amended, to include driver experience.
2. That Section 4(1) of the Tow Truck Licensing By-law 521-04, as amended, be repealed and replaced with the following:

"No Person shall be licensed under this by-law unless he/she has at least seven years driving experience after completing the requirements of a full "G" driver's licence; is a citizen of Canada or a landed immigrant, or has a valid employment authorization issued by the Government of Canada to work as a Driver and has a working knowledge of English."

(TIAC-0021-2012)

TIAC-0022-2012

That the memorandum dated November 22, 2012 from Stephanie Smith, Legislative Coordinator with respect to the proposed 2013 Towing Industry Advisory Committee meeting dates be received.

(TIAC-0022-2012)

TIAC-0023-2012

That the action list of the Towing Industry Advisory Committee meeting held on October 22, 2012 provided to the Committee to update on the status of initiatives raised at prior meetings be received.

(TIAC-0023-2012)

**MISSISSAUGA CELEBRATION SQUARE
EVENTS COMMITTEE**

December 10, 2012

REPORT 10-2012

General Committee

JAN 09 2013

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

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

MCSEC-0039-2012

That the Corporate Report dated December 3, 2012 from the Commissioner of Community Services entitled, "Mississauga Celebration Square New Year's Eve and Winter Programming Update" be received for information.

(MCSEC-0039-2012)

MCSEC-0040-2012

That the corporate report dated December 3, 2012 from the Commissioner of Community Services entitled, "Thanks A Million Campaign Survey Results 2012" be received for information.

(MCSEC-0040-2012)

MCSEC-0041-2012

That the Terms of Reference for the Mississauga Celebration Square Events Committee be amended so that the Mississauga Youth Advisory Committee representative is not counted for quorum but may still vote on matters brought before the committee.

(MCSEC-0041-2012)

MCSEC-0042-2012

That the memorandum dated December 6, 2012 from the Legislative Coordinator with respect to the 2013 dates be received and that the July and August dates be removed from the 2013 schedule.

(MCSEC-0042-2012)