



Corporate Report

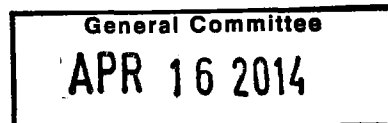
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DATE: April 2, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: **Towing and Storage Advisory Group – Report and
Recommendations to the Ministry of Consumer Services**

- RECOMMENDATION:**
1. That the staff comments included in the report from the Commissioner of Transportation and Works, dated April 2, 2014 and entitled “Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services” be endorsed.
 2. That staff be directed to forward the comments included in the report from the Commissioner of Transportation and Works, dated April 2, 2014 and entitled “Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services” to the Ministry of Consumer Services, Province of Ontario.

**REPORT
HIGHLIGHTS:**

- In the fall of 2013, the Ministry of Consumer Services requested that a group of industry stakeholders come together to form the Towing Advisory and Storage Advisory Groups with a view to providing input and advice on issues and factors associated with the oversight of the towing industry.
- Representatives from the City of Mississauga were not invited to

participate on the Towing Advisory and Storage Advisory Groups.

- On March 20, 2014 staff received an email from the Ministry of Consumer Services, with a link to the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services, dated March 12, 2014, and were invited to provide comments on the report.
- The purpose of this report is to provide staff's comments on the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services, and to seek Council's endorsement of them.

BACKGROUND:

In the fall of 2013, the Ministry of Consumer Services requested that a group of industry stakeholders come together to form the Towing Advisory and Storage Advisory Groups. These groups were asked to provide input and advice on issues and factors associated with the oversight of the towing industry. Representatives from the City of Mississauga were not invited to participate on the Towing Advisory and Storage Advisory Groups. The only municipalities represented in the Groups were the cities of Toronto and Brampton. Staff did attend a session held on December 11, 2013 and were invited to and attended a session on March 11, 2014 to provide input to the province on the regulation of the towing industry.

On March 20, 2014 staff received an email (Appendix 1) from Mr. Robert Bonofiglio, Senior Policy Advisor, Consumer Policy and Liaison Branch, Ministry of Consumer Services, with a link to the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services, dated March 12, 2014 (Appendix 2). Mr. Bonofiglio invited staff to provide comments on the report.

The purpose of this report is to provide staff's comments on the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services and to seek Council's endorsement of them.

COMMENTS:**Creation of the Towing and Storage Advisory Groups**

The creation of the Towing and Storage Advisory Groups by the province was brought about by the identification of towing and vehicle storage related issues in the Ontario Auto Insurance Anti-Fraud Task Force's final report. In particular, the Task Force made recommendations related to a province-wide licensing scheme, road safety, consumer protection and unreasonable towing and storage costs. In addition, the provincial government's 2013 Fall Economic Statement committed to work towards developing a province-wide solution to provide oversight to the towing industry, as well as issues related to vehicle storage. Also, recommendations from a recent Coroner's Inquest urged the government to address safety issues related to the towing industry.

Towing Advisory Group Issues and Recommendations

As outlined in Appendix 2, the Towing Advisory Group identified five broad categories of towing industry issues to explore and analyze as noted below:

Safety:

- Tow operator safety
- General road safety
- Public safety

Consumer Awareness and Protection:

- Uninformed decision-making
- Opportunistic behavior by tow operators

Unprofessional Practices:

- Misinformation
- Fraud
- Improper fees for service

Consumer and Provider Costs:

- Inconsistent rates or excessive rates

- No fair value for service

Other (Industry Issues):

- Sustainability
- Negative industry perception among the public

The Towing Advisory Group developed consensus recommendations for consideration by the Ministry of Consumer Services as outlined in Appendix 2. A summary of the recommendations is shown below.

The Towing Advisory Group recommends the implementation of a province-wide towing oversight model to:

- set standards for vehicles and equipment, operations, qualifications and training, fair value guidelines, financial protection, employee protection and business practices;
- establish licensing, monitoring and enforcement;
- provide consumer awareness;
- manage registry and data repository;
- manage consumer, provider and payer complaints;
- provide industry representation and co-ordination; and,
- provide access to cost recovery tools.

The Towing Advisory Group recommended a phased approach to implementing an oversight model. The phases, timing and approaches to model administration are summarized below:

Phase One (timing: 0 – 5 years):

- Set standards
- Establish licensing, monitoring and enforcement
- Government would be accountable for model oversight functions and responsible for delivery

Phase Two (timing: 5 – 10 years):

- Set standards
- Establish licensing, monitoring and enforcement
- Manage consumer and provider complaints
- Provide consumer awareness

- Manage registry and data repository
- Government would establish legislation and regulations and a delegated administrative authority (outside of government) would be responsible for ensuring that the legislation and regulations are implemented and enforced.

Phase Three (timing to be determined):

- Set standards
- Establish licensing, monitoring and enforcement
- Manage consumer and provider complaints
- Provide consumer awareness
- Manage registry and data repository
- Provide cost recovery tools
- Provide industry representation and co-ordination
- An industry body, independent of government, would be accountable for the oversight functions and responsible for delivery.

It should be noted that Phase 3 was not unanimously supported by all members of the Towing Advisory Group and was included in the report as a consideration for the long-term future of the model.

Storage Advisory Group Issues and Recommendations

The Storage Advisory Group identified three broad categories of vehicle storage issues as shown below:

Consumer Perspective:

- Delayed notification to owners of stored vehicle
- High storage costs
- Difficulty accessing own vehicle
- Limited control over choice of operator

Operator Perspective:

- Abandoned vehicles
- Lack of requisite vehicle and owner information

Other Issues:

- Inconsistent standards and services offered
- Difficult for insurers to access vehicle

Recommendations were developed by the Storage Advisory Group to address core storage issues, namely high storage costs and delayed notification. To address high storage costs, the Storage Advisory Group recommends that the Ministry undertake a review of possible ways to determine fair value. The output of this process is envisioned by the Storage Advisory Group to be criteria, formula or checklist to determine fair value.

The Storage Advisory Group determined that consensus recommendations could not be formed related to the issue of delayed notification. The Storage Advisory Group proposed three potential solutions for the Ministry's consideration as outlined below:

- Continue with the status quo: This solution proposed to maintain the *Repair and Storage Liens Act* (RSLA) with no requirement to notify before 60 days.
- Amend the notice period referenced in the RSLA: This option would see a mandatory notice period of earlier than 60 days implemented.
- Implement an automated notification system using existing and new data sources: This solution envisions an automated system where operators are required to upload vehicle information, at which point notification is triggered and storage fees may begin to be accrued. Interested parties may then access the system to identify and locate their vehicles.

**Staff Comments on the Towing and Storage Advisory Group –
Report and Recommendations to the Ministry of Consumer
Services**

Staff have reviewed the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services and provide the following comments on the document:

1. Representatives from the City of Mississauga were not invited to

participate on the Towing Advisory or the Storage Advisory Groups. Moving forward, representatives from the City of Mississauga wish to be involved in any future groups formed by the province to address towing and storage and to continue to be consulted on this important initiative.

2. Only two municipalities were represented in the Groups (Toronto and Brampton) and the majority of Group members were from the insurance industry and the Ontario Towing Association. In addition to Mississauga, other larger municipalities in Ontario that regulate the towing industry, including Ottawa, Hamilton, London, Markham and Vaughan were not represented in the Groups. The City of Mississauga has concerns that the Group's recommendations do not reflect the views of the larger municipalities in Ontario that regulate the towing industry.
3. Should the province implement a province-wide oversight model (inside government or delegated administrative authority), the City of Mississauga is concerned that the province will not apply the necessary resources to ensure the model is implemented in an effective manner.
4. The role of municipal government is not clear in the proposed province-wide oversight model or on how municipalities would transition to the new model.
5. The term "Delegated Administrative Authority" is not defined and it is not clear who could perform this function.
6. The timelines for implementation of the province-wide oversight model are too long and present issues for municipalities in the interim, particularly for those municipalities like the City of Mississauga that regulate the towing industry in a more advanced manner.
7. The City of Mississauga does not support Phase Three of the oversight model where regulation of the towing industry moves entirely outside government control and legislative oversight.

8. Province-wide regulation of the tow truck industry, particularly provincial licensing, may encourage tow truck operators to migrate from one municipal jurisdiction to another creating over and under supply issues.
9. The City of Mississauga has concerns over the financial impact to the municipality of the province assuming some or all of the regulatory functions in the province-wide towing oversight model.
10. The City of Mississauga has concerns that the province-wide regulatory model may not meet the needs of municipalities or the needs of the residents these municipalities serve.

FINANCIAL IMPACT: The implementation of a province-wide oversight model for the regulation of the towing industry may have a financial impact on the City of Mississauga. However, given the broad nature of the recommendations included in the Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services and the lack of a detailed implementation plan, staff are unable at this time to determine the financial impact to the City. As more detailed information is made available on the province-wide oversight model, staff will be in a better position to analyze the financial impact to the City.

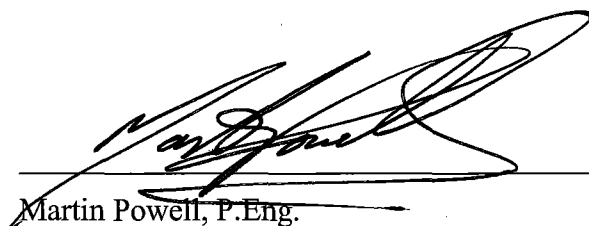
CONCLUSION: In response to concerns with the towing industry, the province formed the Towing Advisory and Storage Advisory Groups. The Groups have made recommendations to the Ministry of Consumer Services to help improve consumer protection and increase the professionalism of the towing industry. The Groups recommend the implementation of a province-wide towing oversight model, the establishment of a process to develop a fair value methodology and the exploration of a number of options related to the issue of delayed notification when cars are in storage.

Staff have reviewed the report from the Towing Advisory and Storage Advisory Groups and provide comments on it. It is recommended that Council endorse the staff comments on the Towing and Storage

Advisory Group – Report and Recommendations to the Ministry of Consumer Services. It is further recommended that staff be directed to provide these comments to the Ministry of Consumer Services, Province of Ontario.

ATTACHMENTS:

- Appendix 1: Email, dated March 20, 2014, to staff from Mr. Robert Bonofiglio, Senior Policy Advisor, Consumer Policy and Liaison Branch, Ministry of Consumer Services
- Appendix 2: Towing and Storage Advisory Group – Report and Recommendations to the Ministry of Consumer Services, dated March 12, 2014



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Mickey Frost, Director of Enforcement

Mickey Frost

From: Bonofiglio, Robert (MCS) <Robert.Bonofiglio@ontario.ca>
Sent: 2014/03/20 10:24 AM
Subject: Consultation on oversight of the towing industry and vehicle storage issues

Good morning,

The Ministry of Consumer Services is consulting on provincial oversight of the towing industry and vehicle storage issues to:

- strengthen consumer protection;
- improve business practices;
- increase road safety; and
- reduce auto insurance fraud.

The ministry established two stakeholder advisory groups, one on towing and the other on vehicle storage, comprised of a broad cross-section of advisors and experts to identify issues, develop solutions and prepare a final report with recommendations.

We are now inviting the public and stakeholders to read the advisory groups' recommendations and submit comments. The report can be accessed by clicking on the following link:

English link:

<http://www.ontariocanada.com/registry/view.do?postingId=15664&language=en>

French link:

<http://www.ontariocanada.com/registry/view.do?language=fr&postingId=15664>

We look forward to receiving your feedback.

Robert Bonofiglio

Senior Policy Advisor, Consumer Policy and Liaison Branch

Ministry of Consumer Services

robert.bonofiglio@ontario.ca

416-326-8874

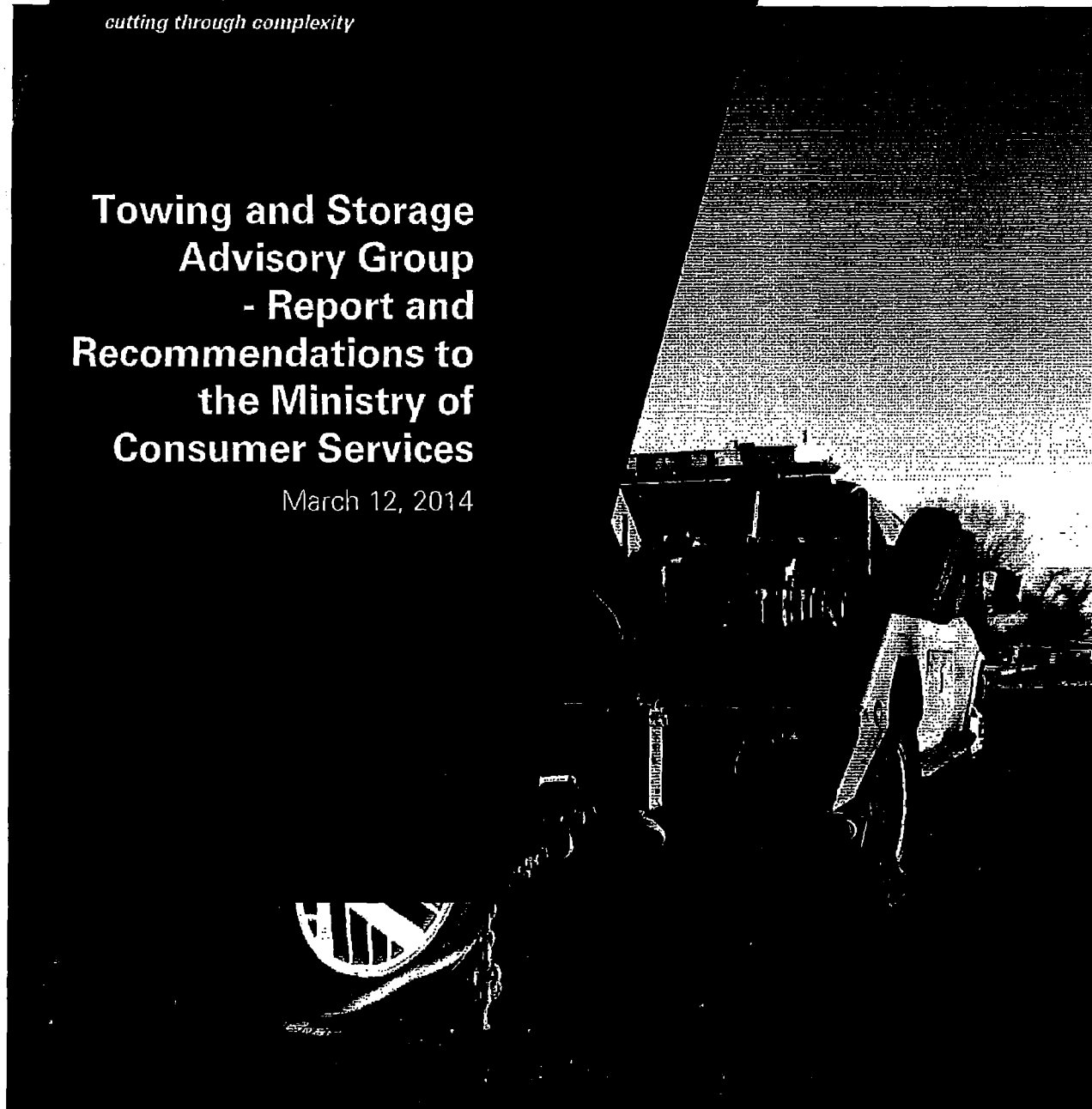
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cutting through complexity

**Towing and Storage
Advisory Group
- Report and
Recommendations to
the Ministry of
Consumer Services**

March 12, 2014



Contents

0	Transmittal Letter	1
1	Executive Summary	2
1.1	How to Read This Report	2
1.2	Background and Context	2
1.3	Towing	3
1.4	Vehicle Storage - Findings and Recommendations	9
1.5	Conclusion	13
2	How to Read This Report	14
2.1	Overview	14
2.2	Limitations	14
3	Background and Context	15
3.1	The Consumer Protection Problem	15
3.2	The Role of the Ministry of Consumer Services	15
3.3	Advisory Group Membership	16
3.4	Consultation Process	17
3.5	Overview of Discussion Topics	18
4	Towing	19
4.1	Understanding the Towing Process	19
4.2	Issues, Root Causes and Potential Solutions	19
4.3	Recommendations and Conclusions	24
5	Storage	33
5.1	The Need for Vehicle Storage	33
5.2	Issues, Root Causes and Potential Solutions	33
5.3	Conclusions and Recommendations	38
	Appendix	42

2h

5.4	Towing Advisory Group Members	42
5.5	Storage Advisory Group Members	42
5.6	Government Participants	43

This report has been prepared by KPMG LLP ("KPMG") for the Ontario Ministry of Consumer Services ("Client") pursuant to the terms of our engagement agreement with the Client dated January 27, 2014 (the "Engagement Agreement"). KPMG neither warrants nor represents that the information contained in this report is accurate, complete, sufficient or appropriate for use by any person or entity other than Client or for any purpose other than set out in the Engagement Agreement. This report may not be relied upon by any person or entity other than Client, and KPMG hereby expressly disclaims any and all responsibility or liability to any person or entity other than Client in connection with their use of this report.

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0 Transmittal Letter

March 12, 2014

The Honourable Tracy MacCharles
Minister of Consumer Services
6th Floor, Mowat Block
900 Bay Street
Toronto, ON
M7A 1L2

Dear Minister MacCharles,

We are pleased to submit to you the enclosed report on the Towing and Vehicle Storage Industry in Ontario. The report outlines our recommendations to government related to oversight of the Towing and Storage sectors in Ontario. We have made recommendations to help improve consumer protection and increase the professionalization of the sectors. In the towing industry, we recommend the implementation of a province-wide towing oversight model and for the storage industry we recommend government establishes a process to develop a fair value methodology, and explores a number of options related to the issue of delayed notification when cars are in storage.

The findings and recommendations in this report were developed after a series of workshops with a wide variety of industry stakeholders. This enabled us to consider industry issues from a number of diverse perspectives and leverage the depth and breadth of experience and knowledge of the advisory groups. We had many hours of informed discussion and followed a process that allowed us to explore and focus on key issues. We believe that this has been a productive and collaborative process; we appreciate this opportunity to provide this important public service. As the Ministry considers implementing Advisory Group recommendations, we would encourage the Ministry to continue to engage the Advisory Groups.

Finally, we would like to extend our appreciation to the Ministry for its leadership and staff who provided excellent guidance and support to the panel so that we could arrive at the recommendations contained in this report.

Sincerely,

The Towing and Storage Advisory Groups

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1 Executive Summary

1.1 How to Read This Report

In the Fall of 2013, the Ministry of Consumer Services (MCS or "the Ministry") requested that a group of industry stakeholders come together to form the Towing Advisory and Storage Advisory groups. These groups were asked to provide input and advice on issues and factors associated with the oversight of the towing and vehicle storage industries.

The purpose of this report is to summarize the work and recommendations of the Towing and Storage Advisory Groups resulting from consultation sessions held in January and February 2014 on the topic of towing and vehicle storage practices in Ontario. This report constitutes the final report of the Advisory Groups. The Ministry is responsible for any and all decisions to implement recommendations from this Consultation Report and for considering their effects.

1.2 Background and Context

The creation of the Advisory Groups was brought about by the identification of towing and vehicle storage related issues in the Ontario Auto Insurance Anti-Fraud Task Force's final report. Specifically, the Task Force made recommendations relating to a province-wide licensing scheme, road safety, consumer protection, and unreasonable towing and storage costs. In response, the Government's 2013 Fall Economic Statement committed to work towards developing a province-wide solution to provide oversight to the towing industry, as well as issues related to vehicle storage. Recommendations from a recent Coroner's Inquest also urge the government to address safety issues related to the towing industry.

MCS was tasked as the government lead for conducting research and making recommendations for provincial oversight of the towing and vehicle storage sectors. MCS held a consultation kick-off meeting on towing and vehicle storage with stakeholders in December 2013. The purpose of the meeting was to start the discussion, raise interest in these issues, and secure participants for the next stage of consultations. Additional consultation meetings on towing and vehicle storage took place in late January and early February 2014 with two 18-member Advisory Groups comprised of a diverse stakeholder group. The Groups' primary objectives were to identify issues in the towing and storage industries, and provide consensus recommendations to government on how to address these issues, including the possibility of an oversight model.

To develop these recommendations the Advisory Groups took part in a total of four workshops. The diagram below summarizes the objectives and outcomes of each of the four sessions.

Work Shop	Participants	Discussion Topics	Outcomes
1 Scope and Issues - Towing (Jan 30)	Towing Advisory Group	<ul style="list-style-type: none"> Level setting current industry Issue identification Establish evaluation principles Preliminary solution generation 	<ul style="list-style-type: none"> Consensus issues identified List of potential solutions Ideas, evaluation principles
2 Solution Testing (Feb 5)	Towing Advisory Group	<ul style="list-style-type: none"> Review and refinement of preliminary solutions Identify desired functions and outcomes of the oversight body Prioritize functions Identify potential service delivery entities 	<ul style="list-style-type: none"> Preliminary consensus recommendations regarding the functions of the oversight body
3 Scope and Issues - Storage (Feb 5)	Storage Advisory Group	<ul style="list-style-type: none"> Level setting current industry Issue identification and analysis Preliminary solution generation Identify considerations that should be used to guide the establishment of fair value and notification times 	<ul style="list-style-type: none"> Consensus issues identified Considerations to establish fair value and notification time List of potential solutions
4 Summary Session (Feb. 13)	All	<ul style="list-style-type: none"> Validate stakeholder input on issues Review and discuss potential models 	<ul style="list-style-type: none"> Stakeholder-driven consensus recommendations

These workshops resulted in the development of consensus recommendations, as well as potential future considerations for government.

1.3 Towing

1.3.1 Key Issues

The Advisory Group identified five broad categories of towing industry issues to explore and analyze. Within each of these categories, issues and root causes were identified. Each category is presented below, and the Towing Advisory Group's key findings are highlighted. Additional details are provided in the body of this report.

Safety	Consumer Awareness and Protection	Unprofessional Practices	Consumer and Provider Costs	Other (Industry Issues)
<ul style="list-style-type: none"> • Tow operator safety • General road safety • Public safety 	<ul style="list-style-type: none"> • Uninformed decision making • Opportunistic behaviour 	<ul style="list-style-type: none"> • Misinformation • Fraud • Improper fees for service 	<ul style="list-style-type: none"> • Inconsistent rates or excessive rates • No fair value for service 	<ul style="list-style-type: none"> • Sustainability • Negative industry perception among public

Category 1: Safety

The Advisory Group identified tow operator and general road safety as a broad issue area. Specific issues in this category pertained to tow operator vehicular accidents, on-the-job injuries as well as road safety among the general public. The Towing Advisory group found that the general public has limited awareness of safety measures, which can increase risk for both tow operators and the public.

Additionally, there is no single point of responsibility for creating, overseeing and enforcing standards relating to training, equipment, communication and operations. The Towing Advisory Group also suggested that safety issues are present due to the absence of standards related to incident management and response protocols.

Category 2: Consumer Awareness and Protection

The Advisory Group identified a number of issues related to consumer awareness and protection. Specifically, the Advisory Group heard that consumers lack knowledge of towing practices, and their own rights, which leaves consumers unable to make informed decisions and vulnerable to unethical business practices. The Advisory Group found that these issues occurred due to the absence of Ontario-wide standards, or complex and varying municipal standards.

Additionally, the advisory group found that in some cases, such as a serious collision, opportunistic behaviour can emerge as consumers cannot choose operators, the services provided or the price charged. Drivers involved in traffic collisions are often in a vulnerable state and have difficulty making decisions.

Both consumers, and tow operators do not have a single window to raise issues or complaints, so there is no clear avenue for recourse or protection in the event of wrong-doing, or perceived wrong-doing. There is also no central way to track tow operator performance, which could serve as a deterrent to unethical tow operators and help protect consumers.

Category 3: Unprofessional Practices

The Advisory Group identified a number of issues relating to unprofessional practices, ranging from misrepresentation and misinformation being provided by some tow operators to consumers, to

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outright fraud. Most of the issues identified in this category related to consumers being misled by service providers (including tow operators, and other related providers) for monetary gain.

The Advisory Group concluded that there are no common standards to inform professional practices, and there are few barriers in place to discourage unprofessional practices. The Advisory group suggested that these unprofessional practices are likely to persist unless a dedicated oversight body is created, to monitor, and enforce industry standards and a code of conduct.

Category 4: Consumer and Provider Costs

The Advisory Group identified a number of issues related to consumer and provider costs. From a consumer perspective, there can be inconsistent or excessive rates for service as well as an unclear payment process (i.e., a refusal to accept non-cash payments, confusing invoices, etc.). From a tow operator perspective, there is a perception that other industry stakeholders such as insurers and consumers sometimes expect lower than realistic prices. Tow operators also, at times go uncompensated for their services or are left with the responsibilities to dispose of cars they have towed (e.g., when asked by the police).

The Advisory Group found that there is no consensus "fair" price or even general guidance around pricing, which can lead to inconsistent or unfair prices. Consumer and provider cost issues can also be related to unethical practices.

Category 5: Other – Industry Issues

Select members of the Advisory Group identified several issues related to the health and sustainability of the towing industry, including that there is a negative perception of the industry growing among the general public due to some bad operators, and a lack of understanding and appreciation of the important service tow operators provide (i.e., clearing road ways). It was also noted that the industry is potentially facing high tow operator turnover rates, which is costly for business owners and a likely result of the industry becoming a less attractive career choice.

1.3.2 Recommendations and Conclusions

1.3.2.1 Overview

After careful consideration and much discussion regarding issues and potential solutions, the Advisory Group was able to develop a consensus recommendation to government to remedy the issues identified above.

The Towing Advisory Group recommends the implementation of a province-wide towing oversight model.

The oversight model recommended by the group has seven primary functions, in other words, the Advisory Group identified seven areas of "work" that the oversight model should undertake to adequately address the current issues in the towing industry. The functions are summarized in the diagram below.

29



1.3.2.2 Towing Model Oversight Functions

Function 1: Set Standards

The Towing Advisory Group recommended that an oversight model should establish industry standards that must be met and adhered to by towers, operators and businesses relating to:

- vehicles and equipment;
- operations;
- qualifications and training;
- fair value guidelines;
- financial protection;
- employee protection; and
- business practices (i.e., payment methods and administrative responsibilities).

To effectively address issues related to safety, consumer protection, unprofessional practices and provider costs, these standards must be monitored, enforced and routinely updated.

Function 2: Establish Province-wide Licensing, Monitoring and Enforcement

The Towing Advisory Group recommended that a towing provincial license system should be established. All tow operators, trucks and businesses in the province of Ontario should be certified under this provincial licensing system. This towing provincial licensing should help ensure that those in the towing profession have the required knowledge, skills and experience to provide safe and professional services. Additionally, the licences should require ongoing confirmation of operator fitness to practice.

The Towing Advisory Group also recommended the use of proactive compliance monitoring consisting of random roadside checks and systematic data analysis. Such proactive compliance measures may help ensure that all industry participants are meeting the provincial licensing requirements, and inform the ongoing refinement of provincial licensing education and training requirements. In the event of compliance violations, the oversight model should be able to undertake enforcement actions that can range from additional education, warnings, and penalties.

Function 3: Manage Consumer, Provider, and Payer Complaints

The Towing Advisory Group recommended that an oversight model should establish a single point of contact for each of consumer, provider, and payer complaints. This mechanism should be transparent, address all valid complaints and provide a clear resolution and mediation process. Additionally, this function should provide information to inform compliance and enforcement

activities. A complaint mechanism should help instill confidence in the public, address unprofessional and unethical practices and improve consumer protection by offering recourse in the event of disagreements or wrong doing.

Function 4: Provide Consumer Awareness

The Towing Advisory Group recommended that consumers should be provided with the knowledge to make informed decisions, based on input from the towing industry, government, consumer groups, insurance companies and police. Consumers should be made aware of information relating to:

- towing industry costs and practices (e.g., typical costs incurred when towed, resources for support, appropriate practices for tow operators to follow, etc.);
- consumer rights and obligations;
- roles and responsibilities of stakeholders within the towing industry (i.e., police, towers); and
- accepted payment processes and charges.

Consumers should be able to access this information when required, and through a single public portal with general industry information, as well as specific provider information. This information should help consumers make informed decisions, thereby increasing consumer protection, and reducing instances of unprofessional practices and disputes over service provision and costs.

Function 5: Manage Registry and Data Repository

The Towing Advisory Group recommended that an oversight body be responsible for collecting and analyzing a wide variety of industry data. Useful data to track could include:

- operator and vehicle information (individual and industry-wide);
- safety and performance metrics;
- service provided, equipment used and cost;
- complaints; and
- operator/company insurance status.

It should be mandatory to provide this data and key portions should be made public to help improve awareness. Those administering the oversight model should use this data to help set industry standards and inform decision making. The Towing Advisory Group also noted that this data should help address unprofessional practices, by tracking tow operator performance and providing insight into compliance.

Function 6: Provide Access to Cost Recovery Tools

The Towing Advisory Group raised a consideration that, in the future, a towing industry administered oversight model could include a self-funded relief mechanism to compensate tow operators in the event that operating losses are incurred, through no fault of their own. This function is similar to a type of insurance that could be established through an industry-funded compensation pool or commercially available insurance products. This function could include a claim management process to determine valid claims. The need for this function was not unanimously supported by all stakeholders and is presented as an archive of the discussion and as a consideration for the long-term functionality of the model.

Function 7: Provide Industry Representation and Coordination

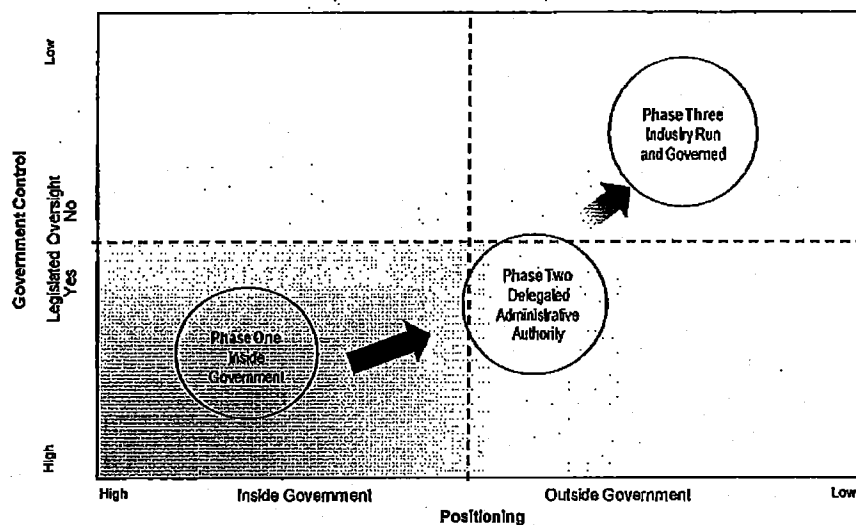
The Towing Advisory Group raised a consideration that, in the future, a towing industry administered oversight model could include an industry coordination function to act as the voice of the industry and liaise with key stakeholder groups. This function could also help coordinate other oversight functions of stakeholders, including government, insurance companies, the police, and other stakeholders.

1.3.2.3 Organizational Evolution

The Advisory Group also explored potential approaches to model administration. The three approaches summarized below were discussed conceptually with the Advisory Group and deemed to be potentially feasible.

- **Inside of Government:** Government would be accountable for model oversight functions and responsible for delivery.
- **Delegated Administrative Authority (DAA):** Government would establish legislation and regulations, and the DAA would be responsible for ensuring that the legislation and regulations are implemented and enforced.
- **Industry Run and Governed:** An industry body, independent of government, could be accountable for the oversight functions and responsible for delivery.

The Advisory Group recommended that in this instance, the oversight model should begin inside of government and transition into a Delegated Administrative Authority, provided that sufficient capacity exists outside of government. Select members of the Advisory Group raised the consideration that, over time, the model could further transition to an industry run organization; however this would take place in the future, and require further analysis. The graphic below displays the level of government administrative and financial control over the respective approaches, as well as the potential transition

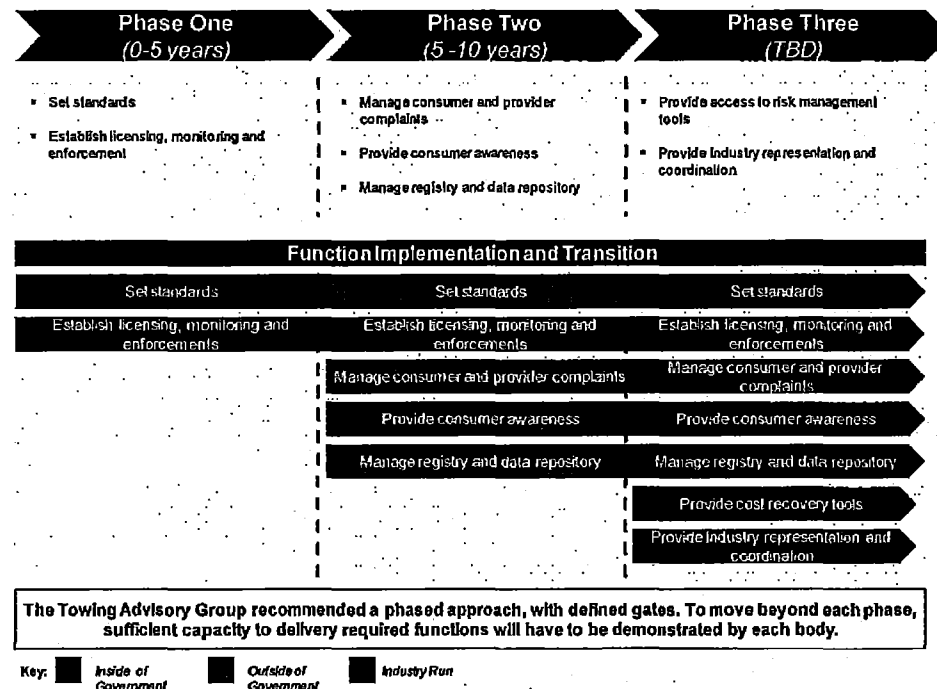


sequence.

1.3.2.4 Towing Model Function Prioritization

To help guide implementation, the Towing Advisory Group provided recommendations regarding the priority with which model functions should be implemented. Functions were prioritized based on perceived urgency, and on the basis of which functions were most likely to result in the most significant impact to the towing industry. Based on this prioritization, the Advisory Group

recommended a phased approach to implementing an oversight model. The functions identified in phase one were deemed to address the most pressing issues.



Phase One

The Advisory Group recommended that the first phase of the oversight model focus on:

- setting standards (e.g., through regulation); and
- establishing provincial licensing, monitoring and enforcement.

The functions in this initial phase should be designed to address the most critical issues in the towing industry, particularly those related to **consumer protection and awareness, unprofessional practices and safety.**

The Advisory Group observed that government currently has the capacity to deliver these functions, whereas other industry stakeholder would require significant lead time to effectively begin administering an oversight model. As such, the Advisory Group recommended that oversight model begin inside of government.

Before proceeding to Phase Two, the Ministry may wish to evaluate the performance of the model and seek to understand remaining gaps in services to be addressed in subsequent phases. Such an evaluation would provide insight into the need and readiness for further evolution of the model; depending on the results, further implementation of subsequent phases or functions may not be required.

Phase Two

During the second phase, it is recommended that the oversight model move from government administration and delivery, towards a delegated administrative authority model. Should issues continue to persist following Phase One, the second oversight phase should focus on expanding the functions of the oversight model to include:

- Managing consumer, provider and payer complaints
- Providing consumer awareness
- Managing a registry and data repository

Phase Three

Select members of the Towing Advisory Group noted that the government may wish to consider a third implementation phase, wherein the oversight model moves entirely outside government control and legislated oversight under the supervision of industry. During this third phase, functions to be implemented could include:

- Providing access to cost recovery tools
- Providing industry representation and coordination

These considerations should be further examined after the implementation of the first two phases. Similar to the evaluation conducted following implementation of Phase 1, a similar evaluation conducted during Phase 2 will allude to the need and readiness for further change, potentially including moving the model outside of government. This phase was not unanimously supported by all stakeholders and is presented as a consideration for the long-term future of the model.

1.4 Vehicle Storage - Findings and Recommendations

1.4.1 The Need for Vehicle Storage

The Storage Advisory Group noted four potential scenarios in which a vehicle may be stored. Once identified, the scope of the discussions of the Advisory Group included all four categories of storage.

Law enforcement	• A law enforcement scenario could include police or by-law ordered impound, and storage following a vehicular accident.
Vehicle repair	• Vehicles may also be stored when under repair following a motor vehicle accident. During repairs, owners may or may not be charged an additional storage fee.
Owner-initiated	• Owners may choose to store their vehicles for multiple different reasons. In this scenario, the owner is informed of available storage options, including costs.
Bankruptcy	• During bankruptcy vehicles may be repossessed and stored when in trusteeship of an estate.

1.4.2 Key Issues

The Storage Advisory Group identified three broad categories of issues; two of the categories represented the perspectives of major stakeholder groups, the consumer and the provider.

Consumer perspective	Operator perspective	Other issues
<ul style="list-style-type: none"> • Delayed notification to owners of stored vehicle • High storage costs • Difficulty accessing own vehicle • Limited control over choice of operator 	<ul style="list-style-type: none"> • Abandoned vehicles • Lack of requisite vehicle and owner information 	<ul style="list-style-type: none"> • Inconsistent standards and services offered • Difficult for insurers to access vehicle

Within each of these categories, root causes of the issues and potential solutions were identified. The three issue categories are presented below, and the Storage Advisory Group's key findings are highlighted. Additional issues and root causes are described in the body of the report.

Category 1 - Consumer Perspective

The Storage Advisory Group identified a number of issues from the consumer's perspective related to vehicle storage. Two of the major issues relate to consumers receiving a delayed notice from operators when their vehicles are stored, and high storage costs. These two issues became the focus of the Storage Advisory Group's discussions and recommendations. There are a number of root causes that may drive the first issue related to delayed notification, including that:

- The Repair and Storage Liens Act (RSLA) does not include a requirement for operators to provide owners or creditors with notice of storage prior to 60 days of storing the vehicle. In fact, notice would only be given after the 60 day mark in order for operators to be able to continue charging for storage or to sell the vehicle. Thus, there is limited incentive or obligation among operators to notify interested parties before the 60 day mark.
- storage operators cannot reasonably identify which vehicles will ultimately require notification, versus those that will be claimed by interested parties in due course without notification;
- operators do not always have immediate access to the information required to notify the owner, especially when there are other interested parties (e.g., lessors/lenders); and
- there is no consistent standard or mechanism by which to make notification.

High storage costs are perceived to be caused by delayed notice provided to owners, indirect costs from other operations may be built into the storage fees, no common understanding or benchmark of "fair value" in the storage industry, and exorbitant storage rates, in some instances.

Additional issues from the consumer perspective include experiencing some difficulty in accessing their vehicle once it is located, having no central body to oversee complaints, and a lack of choice in where their vehicle is stored.

Category 2 - Operator Perspective

Although not the original focus of the consultation sessions, a number of issues were identified from the storage operator perspective with respect to vehicle storage. One major issue from the operator perspective is that some vehicles are abandoned at storage facilities by owners. This issue relates to high storage costs noted in the previous section; in some cases, the storage costs may exceed the value of the vehicle. The cost to dispose of the vehicle may also exceed the value of the vehicle.

Secondly, storage operators do not always receive requisite information from tow truck drivers or owners, they may not be aware of existing resources available to access vehicle owner information, or are unwilling to incur costs related to accessing such information. This issue is perceived to be

caused by laws that prohibit access, a lack of awareness of effective information sources, and unwillingness among some customers to disclose their personal information.

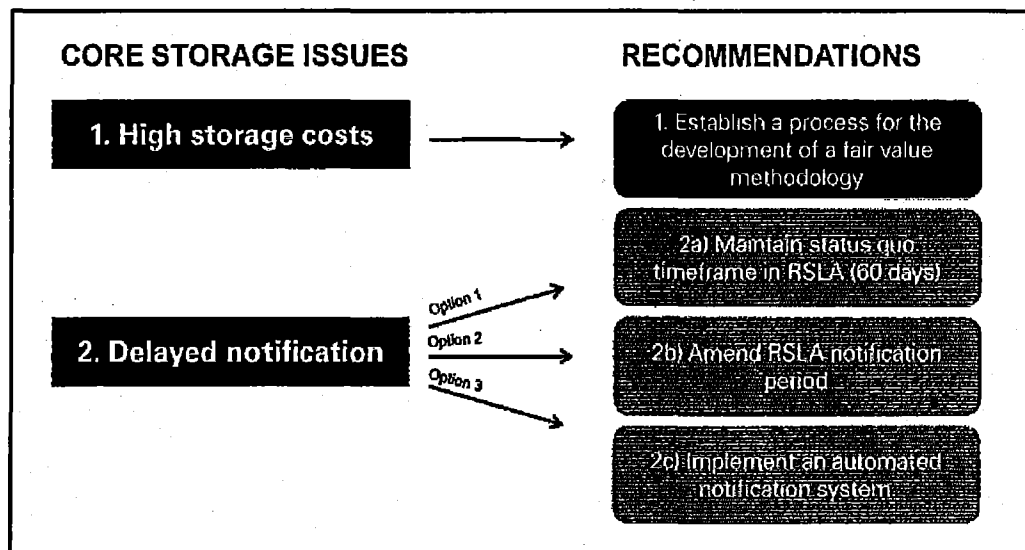
Category 3 - Other Issues

The Storage Advisory Group identified a number of issues that could not be categorized from either the consumer or operator perspective. One such issue relates to variability in standards and service offerings observed among vehicle storage facilities. This issue relates to the issue of cost identified from the consumer perspective above, as variable services result in variable costs. Additional causes of this issue include differences in the facilities and infrastructure offered by storage operators (e.g., indoor versus outdoor storage and land value), as well as inconsistent standards across municipalities regarding licensing, zoning and the definition of storage.

Lastly, similar to the issue noted from the consumer perspective, the Advisory Group also identified an issue related to consistent and appropriate access to stored vehicles by insurance companies (e.g., when storage facilities are not open 24/7).

1.4.3 Recommendations and Conclusions

The Storage Advisory Group reached agreement and produced recommendations in a number of areas. The following section describes the recommendations developed by the Storage Advisory Group relating to two core issues: notification timelines and fair value for vehicle storage.



Fair value for vehicle storage

High storage costs were noted to be an issue among some consumers, insurers and secured creditors. The first recommendation of the Storage Advisory group seeks to address this issue. The recommendation achieved consensus within the Advisory Group and is summarized below.

The Storage Advisory Group recommends that the Ministry undertake a review of possible ways to determine fair value.

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The desired components of the fair value methodology are described below. Specifically, the output of the process is envisioned to be criteria, formula or check-list to determine fair value.

The intended audience of the methodology is storage operators, municipalities, owners, insurers and the judiciary, who may use the methodology to inform their pricing, or to resolve vehicle storage cost disputes between operators, owners, insurers or secured creditors.

The process to establish a fair value methodology should include involvement from representatives of a number of relevant stakeholder groups, potentially including: storage operators, vehicle finance and leasing companies, insurance companies, financial institutions, the judiciary, auto body repair operators, consumers, and other qualified professionals, as required.

Notification timelines

Following extensive discussions, the Storage Advisory Group determined that a single consensus recommendation could not be formed relating to the issue of delayed notification.

Instead, three potential solutions were proposed and are summarized below for the Ministry's consideration.

Option	Description	Stakeholder Groups in Support of the Option
a) Continue with the status quo	This solution proposes to maintain the RSLA as is, with no requirement to notify before 60 days.	The majority of the storage and towing operators support this option.
b) Amend the notice period referenced in the RSLA	This option would see a mandatory notice period earlier than 60 days implemented.	If no feasible alternative option is found, this option is supported by: <ul style="list-style-type: none"> • Insurers • Financing companies • Consumers • Large vehicle fleet companies
c) Implement an automated notification system using existing and new data sources	An automated system could be implemented whereby operators are required to upload vehicle information, at which point notification is triggered and storage fees may begin to be accrued. Interested parties may then access the system to identify and locate their vehicles.	Tentative support to explore the option was expressed by: <ul style="list-style-type: none"> • Insurers • Financing companies • Consumers • Large vehicle fleet companies

Generally, it was agreed that more information is required regarding the scale and scope of the notification issue in order to develop a consensus recommendation. For example, the investment required to establish and operate this system is unknown at this time. Without an understanding of the scale of the notification issue (i.e., average storage cost, average duration in storage, etc.) and the cost of the notification system, stakeholders could not recommend the option. It should be noted that members representing police and enforcement functions were not present in the Advisory Group consultation session at the time of gauging interest in the above options.

24

1.5 Conclusion

The Advisory Groups reached consensus on all but one recommendation put forward. There was full agreement to recommend a phased oversight model for the towing industry, with seven specific functions.

It was agreed that a process should be established to establish a methodology to establish fair value guidelines for the storage industry. Lastly, a number of options were presented for consideration to address delayed notification in storage.

The Advisory Groups are submitting this report to the Minister of Consumer Services to help inform the government's future decision regarding introducing oversight mechanisms for the towing and storage industries.

2 How to Read This Report

2.1 Overview

In the Fall of 2013, the Ministry of Consumer Services (MCS or "the Ministry") requested that a group of industry stakeholders come together to form the Towing Advisory and Storage Advisory groups. These groups were asked to provide input and advice on issues and factors associated with the oversight of the towing and vehicle storage industries.

The purpose of this report is to summarize the work and recommendations of the Towing and Storage Advisory Groups formulated during consultation sessions held in January and February 2014 on the topic of towing and vehicle storage practices in Ontario. This report constitutes the final product of the Advisory Groups. KPMG was engaged by the MCS to facilitate consultation sessions with the Advisory Groups, document discussions and prepare this report on behalf of the Advisory Groups.

The Ministry is responsible for any and all decisions to implement any recommendations resulting from this Consultation Report and for considering their effects. Implementation of the recommendations may require the Ministry to plan and test any changes to ensure that the Ministry will realize satisfactory results.

2.2 Limitations

In producing this report, KPMG has summarized discussions and opinions raised by the Advisory Group members during consultations. KPMG has not independently verified the accuracy or completeness of the information offered by the members.

3 Background and Context

3.1 The Consumer Protection Problem

In the 2011 Provincial Budget, the Ontario government announced the creation of the Ontario Auto Insurance Anti-Fraud Task Force (Task Force). In its November 2012 final report, the Ontario Automobile Insurance Anti-Fraud Task Force recommended that:

- The government should implement a province-wide licensing scheme for the towing industry, to be administered by an Administrative Authority. Fraudulent practices should be addressed along with road safety and consumer protection issues (Recommendation 5).
- The government should amend provisions in the Repair and Storage Liens Act to reduce unreasonable towing and storage costs for vehicles damaged in a collision (Recommendation 7).

Recommendations from a recent Coroner's Inquest into the death of a driver following a collision with a flat-bed tow truck on Highway 403 also urge the government to address safety issues related to the towing industry (e.g., driver training and improved roadside safety).

In response, in the 2013 Fall Economic Statement, Ontario's government committed to work towards developing a province-wide solution to provide oversight to the towing industry, as well as issues related to vehicle storage. The creation of the Advisory Groups was brought about by the identification of towing and vehicle storage related issues in the Ontario Auto Insurance Anti-Fraud Task Force's final report.

3.2 The Role of the Ministry of Consumer Services

The Ministry of Consumer Services was tasked as the government lead for conducting research and making recommendations for provincial oversight of the towing and vehicle storage industries with the aim of:

1. enhancing consumer protection;
2. combating insurance fraud; and
3. improving road safety.

The Ministry participated in the consultation process in multiple capacities, including:

- organizing and selecting the Advisory Groups;
- organizing consultation sessions;
- engaging and managing KPMG as a third party vendor;
- observing and supporting conversations;
- providing insight and information to KPMG and the Advisory Group, where relevant and required; and
- responding to questions.

In addition, the decision to adopt any of the recommendations contained within this Report rests solely with the Ministry.

Participants from MCS and other relevant provincial Ministries are listed in Appendix 6.3 of this report.

3.3 Advisory Group Membership

The Ministry of Consumer Services held a consultation kick-off meeting on towing and vehicle storage with stakeholders in December 2013. The purpose of the meeting was to start the discussion, raise interest in these issues, and secure participants for the next stage of consultations.

Additional consultation meetings on towing and vehicle storage took place in late January and early February 2014.

3.3.1 The Towing Advisory Group

The 18-member Towing Advisory Group was comprised of stakeholders from the towing industry, insurance industry, consumer advocate groups, auto clubs, the vehicle financing and lease industry, the provincial government, Ontario municipal governments and police. This group's primary objective was to identify issues in the towing industry, and provide consensus recommendations to government on oversight of the towing industry. To develop these recommendations the Towing Advisory Group took part in three workshops. These workshops resulted in the development of a recommended towing industry oversight model, as well as potential future considerations for government.

Members of the Towing Advisory Group were asked to use their talents, experiences and knowledge to contribute to the conversation and the development of recommendations.

The membership of the Towing Advisory Group is listed in Appendix 6.1 of this report. Select members are pictured in the photo below.



3.3.2 The Storage Advisory Group

The 18-member Storage Advisory Group was comprised of stakeholders from the storage industry, insurance industry, consumer advocate groups, auto clubs, the vehicle financing and lease industry, provincial government, Ontario municipal governments and police. There was overlap between some of the members of the Towing Advisory Group and the Storage Advisory Group.

This group's primary objective was to identify issues in the storage industry, and provide consensus recommendations to government on oversight of the storage industry. To develop these

recommendations the Towing Advisory Group took part in two workshops. These workshops resulted in the development of consensus recommendations, as well as areas of future consideration for government.

The membership of the Storage Advisory Group is listed in Appendix 6.2 of this report. Select members are pictured in the photo below.



3.4 Consultation Process

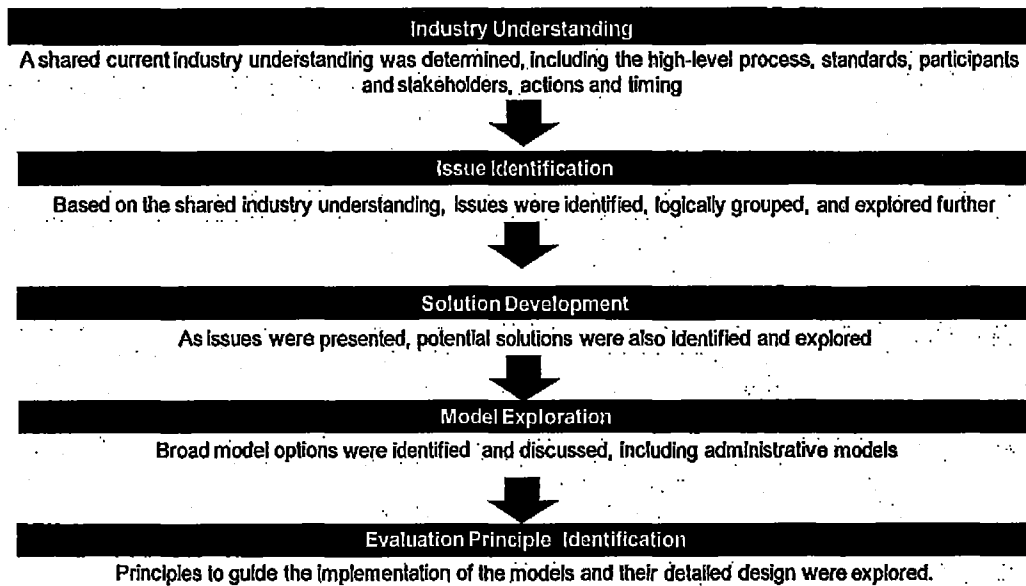
The Ministry of Consumer Services committed to holding up to five public consultation sessions relating to oversight of the towing and vehicle storage industries. The diagram below summarizes the objectives and outcomes of each of the four scheduled sessions. The consultations sessions took place between January and February 2014.

Work Shop	Participants	Discussion Topics	Outcomes
1 Scope and Issues Towing (Jan. 30)	Towing Advisory Group	<ul style="list-style-type: none"> Level setting current industry Issue identification Establish evaluation principles Preliminary solution generation 	<ul style="list-style-type: none"> Consensus issues identified List of potential solutions Ideal evaluation principles
2 Solution Testing (Feb. 5)	Towing Advisory Group	<ul style="list-style-type: none"> Review and refinement of preliminary solutions Identify desired functions and outcomes of the oversight body Prioritize functions Identify potential service delivery entities 	<ul style="list-style-type: none"> Preliminary consensus recommendations regarding the functions of the oversight body
3 Scope and Issues Storage (Feb. 6)	Storage Advisory Group	<ul style="list-style-type: none"> Level setting current industry Issue identification and analysis Preliminary solution generation Identify considerations that could be used to guide the establishment of fair value and notification times 	<ul style="list-style-type: none"> Consensus issues identified Considerations to establish fair value and notification time List of potential solutions
4 Summary Session (Feb. 13)	All	<ul style="list-style-type: none"> Validate stakeholder input on issues Review and discuss potential models 	<ul style="list-style-type: none"> Stakeholder-driven consensus recommendations

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3.5 Overview of Discussion Topics

The consultation process was designed to be iterative, with each exercise, discussion and session building upon the outcomes of the preceding activity. In general, the approach illustrated below was followed for each Advisory Group:



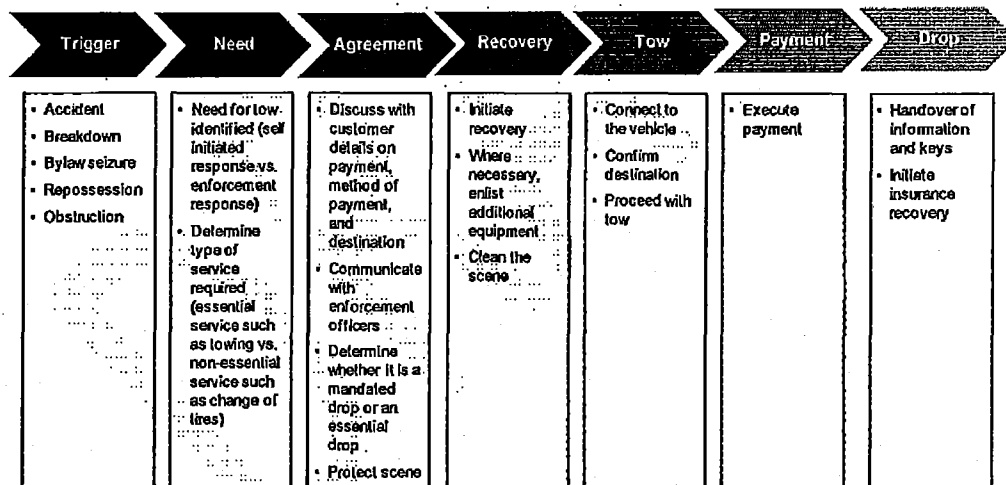
4 Towing

4.1 Understanding the Towing Process

To begin the consultation process, the Towing Advisory Group set the parameters for discussion by identifying the high-level process steps involved in towing, and relevant stakeholders and participants involved in the process. As a result, the Towing Advisory Group came to a common understanding of the towing industry, and was able to focus their analysis on select areas. The primary stakeholders and participants were identified and defined as follows:

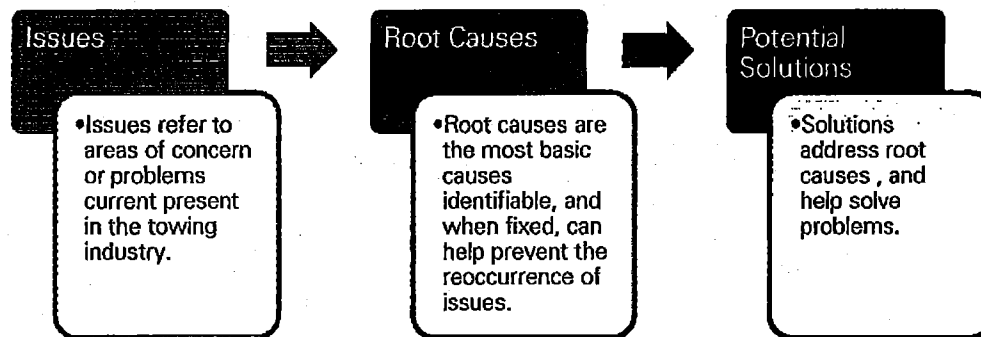
- **Consumers** – The owner or secured creditor of a vehicle
- **Tow operators** – Individual responsible for driving tow trucks and performing towing services
- **Service providers** – Any individual that provides a service triggered by the towing process, including towing operators
- **Payer** – The individual or entity responsible for paying tow operators and service providers. This generally includes consumers, auto clubs and insurance companies.

The graphic below illustrates a high-level summary of the generic end-to-end steps involved in towing, as well as activities that may take place under each step. Of note, multiple variations in the activities and order were identified by the Advisory Group. The diagram below summarizes activities that may, but do not necessarily take place in all instances.



4.2 Issues, Root Causes and Potential Solutions

Based on the common understanding of the industry, the Advisory Group then explored the most pressing issues facing the towing industry. Once a list of consensus issues was identified, the Advisory Group performed a root cause analysis on each issue to develop a deeper understanding of why these issues were occurring. Finally, the group collaboratively developed potential solutions for issues. Solutions deemed to be realistic were explored in greater detail during the selection of an oversight model; additional details are provided in section 4.3.1. The graphic below includes a definition of terms and illustrates how one step logically feeds into the next.



The five broad issue categories the Advisory Group identified are summarized in the graphic below and described in detail in the following section.

Safety	Consumer Awareness and Protection	Unprofessional Practices	Consumer and Provider Costs	Other (Industry Issues)
<ul style="list-style-type: none"> • Tow operators safety • General road safety • Public safety 	<ul style="list-style-type: none"> • Uninformed decision making • Opportunistic behaviour 	<ul style="list-style-type: none"> • Misinformation • Fraud • Improper fees for service 	<ul style="list-style-type: none"> • Inconsistent rate or excessive rates • No fair value for service 	<ul style="list-style-type: none"> • Sustainability • Negative industry perception among public

Please note, at the time of this report, no analysis was conducted regarding the scale or scope of the issues noted below; that is, the Advisory Group did not validate whether the issues are true generalizations or isolated incidents.

4.2.1 Safety

■ Issues

The Advisory Group identified tow operator and general road safety as a broad issue area. This issue is important as those working in the towing industry and Ontario's motorists should be protected from unnecessary risk.

Specific issues in this category pertain to high rates of tow operator vehicular accidents (as referenced in recent Coroner Reports). These types of vehicular accidents were noted to occur when tow operators are rushing to the scene of an incident, conducting towing operations with improper equipment, or while their trucks are stationary (i.e., other motorists will run into their parked vehicle). The general public is also put at risk in these instances, both on scene and en route in situations that are often avoidable. Tow operator injuries can also occur during the course of routine tow operations, as there is some inherent danger in the profession.

■ Root Causes

The Towing Advisory group found that the general public has limited awareness of safety measures, which can increase risk for both tow operators and the public.

In addition, currently, there is a sense of urgency for operators to arrive on the scene first, which may compromise safe driving; if tow operators are not on the scene first, they generally will not get the associated work.

Motorists also contribute to these issues as they are unfamiliar with the safety measures, such as moving over when tow operators are providing service, or pulling their car to the shoulder of the road if it is disabled.

Additionally, there is no single point of responsibility for creating, overseeing and enforcing standards relating to training, equipment, communication and operations. Best practices are not tracked and there is no one responsible for sharing them. There are also few disincentives for unsafe behaviours.

■ Solutions

A potential solution to these issues is the creation of an oversight body with the ability to establish and enforce standards across the towing industry. These standards could include training standards that individuals must meet to be tow operators, as well as minimum equipment standards, and could be enacted through regulation, among other means.

Additionally, the Advisory group suggested that a potential standard response model be developed. Rather than the status quo ("first on the scene"), a different model to triage, or demand management could be implemented.

4.2.2 Consumer Awareness and Protection

■ Issues

The Advisory Group identified a number of issues related to consumer awareness and protection. Specifically, the Advisory Group heard that consumers generally lack knowledge of towing practices, and their own consumer rights. This results in consumer vulnerability, as consumers are unprepared to make informed decisions about services offered by towing providers and other related industry stakeholders. Consumers often are unaware of the following areas:

- payment methods;
- tow destinations; and
- fee information.

This lack of information can enable opportunistic behaviour among operators. Additionally, in cases, such as a serious collision, opportunistic behaviour can emerge as consumers cannot choose operators, the services provided or the price charged. Drivers involved in traffic collisions are often in a vulnerable state and have difficulty making decisions.

■ Root Causes

There is a lack of tow industry education and awareness aimed at consumers in general, and during the tow process, information is not always effectively exchanged. Complex and varying jurisdictional standards also make it difficult for consumers and tow operators alike to gain a coherent understanding of the industry.

There is also no oversight model, or standards in place requiring tow operators to inform consumers that their vehicle has been towed, or standards to help ensure that tow operators attempt to provide information to consumers. Tow operators can also have difficulty finding out relevant consumer information due to various forms of privacy legislation, which they suggest makes it exceedingly difficult to contact individuals with relevant information.

Finally, both consumers, and tow operators do not have a one-window entity with which to raise issues or complaints, so there is no clear avenue for recourse or protection in the event of real or perceived wrong-doing.

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■ Solutions

The Advisory Group identified a number of potential solutions to these issues, including the creation of a centralized body to track and address complaints from both consumers and tow operators, in an effort to improve consumer protection. Moreover, consumer awareness and the exchange of information on-site could be improved by requiring tow operators to visually identify themselves and through the use of existing best practices such as mandatory towing authorization forms.

Issues related to consumer awareness and protection could also be addressed by educating consumers on key issues, (e.g., their consumer rights in the towing process) by leveraging existing driver certification program training or "pink slips", or an awareness campaign.

4.2.3 Unprofessional Practices

■ Issues

The Advisory Group identified a number issues relating to unprofessional practices, ranging from misrepresentation and misinformation being provided to consumers, to outright fraud. Specific issues identified include:

- invoice padding to increase consumer costs;
- inappropriate or unsolicited referrals and related "kick-back" fees;
- multiple tows per incident, unjustifiably driving up service costs;
- reselling plates to unlicensed operators, leading to safety issues;
- lack of tow operator visual identification, causing consumer confusion;
- refusal to accept non-cash payments; and
- client information not requested/received at the time of the tow, resulting in consumers being unable to locate their vehicle after the fact.

Most of the issues identified in this category related to consumers being misled by service providers (including tow operators, and other related providers) for monetary gain.

■ Root Causes

The Advisory Group concluded that these issues were occurring because there are few barriers in place to discourage unprofessional practices, or in other words, current circumstances allow a tow operators to exploit the system for financial gain. There are also few consequences, or deterrents in place, as no entity is responsible for creating and enforcing common standards or a code of conduct to inform professional practices. While some unprofessional practices may be intentional, others may simply be the result of a limited understanding of what should constitute professional practices.

■ Solutions

The Advisory group developed potential solutions related to the creation of an oversight body to provide monitoring and enforcement functions. This enforcement mechanism could be tied to licensing system, and, as an example, result in penalties for unprofessional practices. This solution would likely have to involve government in some capacity to lend gravity to enforcement mechanisms.

Another potential solution could involve creating a data repository to track tow operator performance, which may help identify tow operators engaged in unprofessional practices. In addition, fair value for storage services could be determined.

4.2.4 Consumer and Provider Costs

■ Issues

The Advisory Group identified a number of issues related to consumer and provider costs. From a consumer perspective, there can be inconsistent or excessive rates for service or in some instances, fraud. Additionally, consumers can be subject to unclear and unprofessional payment processes, including a refusal to accept non-cash payments, and confusing invoices.

From a provider perspective, other industry stakeholders such as insurers and consumers sometimes expect lower than realistic prices – this can include the general public, insurers, auto clubs and municipalities with fixed rates. Additionally, the Advisory Group heard that tow operators, at times, are not compensated for their services or are left with the responsibilities to dispose of cars they have towed (e.g., when asked by the police).

■ Root Causes

The Advisory Group found that there is no “fair” price guidance for towing pricing or an established industry baseline cost. There is also limited consumer awareness about industry pricing norms. Confusion persists around these issues because of the many variables that could be factored in the price of a tow, including:

- tower operator differences (e.g., equipment, training, etc);
- scenario (e.g., accident vs. non-accident);
- geographical location;
- type of insurance coverage;
- equipment; and
- market forces.

Consumer and provider cost issues can also be related to unprofessional practices, and the lack of an oversight body to create and enforce common standards or a code of conduct to inform cost guidelines.

■ Solutions

Potential solutions include establishing industry wide cost guidelines or a standard price schedule that is adaptable for a variety of situations. A first step to creating these guidelines is the determination of what constitutes “fair value.” Once these guidelines have been developed, it was suggested that towers should display standard price lists, similar to those used by a taxi.

4.2.5 Industry Issues

■ Issues

Members of the Advisory Group identified several issues related to the health and sustainability of the towing industry. There is a concern among these members that the public is developing a negative perception of the industry as a minority of unprofessional operators are negatively affecting the reputation of the industry as a whole.

An industry related labour dynamic issue was identified as well. Members of the Advisory Group perceive that turnover rates were high, and increasing, particularly among young tow operators. This is harmful to the industry as it can result in business owners having to provide costly on-boarding and training services. High turnover also results in more inexperienced operators on the

211

road. Combined with a growing fragmentation of the industry, the members raised concerns about the sustainability of towing as a viable and healthy profession.

■ Root Causes

Members of the Advisory Group also noted that the general public does not always understand or appreciate the important service that tow operators provide to the public; it was highlighted multiple times that tow operators are essential in keeping traffic moving, and heavily relied upon during road emergencies, like severe weather events.

Additionally, it was recognized that inappropriate operator competence by select operators is likely to damage the image of the industry. Poor operator performance could be the by-product of limited training, and the fact that there are few qualifications required to become a tow operator.

Driver turnover is likely driven by the limited perceived benefits and risk associated with pursuing a career as a tow operator.

■ Solutions

Potential solutions to address these issues include establishing licensing system that has training requirements, as well as other qualifications to enter the profession, such as background checks. These training requirements could also help to develop an increasingly skilled work force, which may make towing a more attractive industry.

Finally, the industry reputation could be improved by creating a mechanism to address unprofessional behaviour, and ultimately remove routinely unprofessional tow operators from the industry.

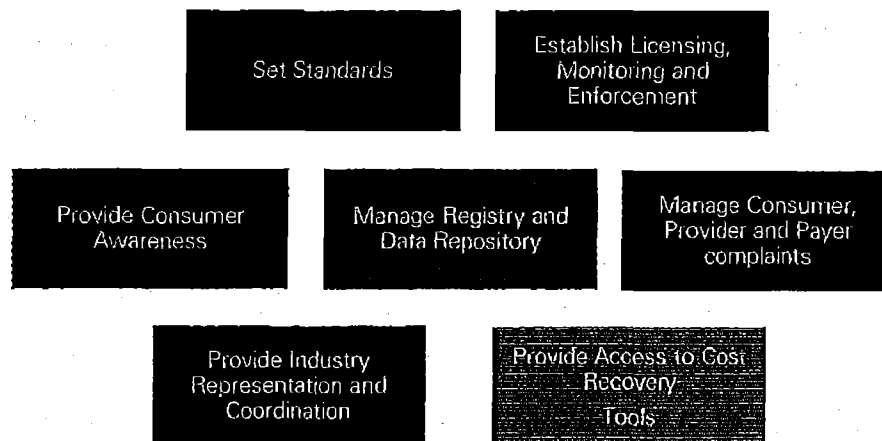
4.3 Recommendations and Conclusions

After careful consideration, and much discussion regarding issues and potential solutions, the Advisory Group was able to develop a consensus recommendation to government in an effort to remedy the issues identified above.

The Towing Advisory Group recommends the implementation of a province-wide towing oversight model.

Specifically, the Advisory Group identified seven potential functions of an oversight body; these functions represent the "work" that the oversight model should undertake to address the current issues in the towing industry. Each function is listed below, and explained in the following section.

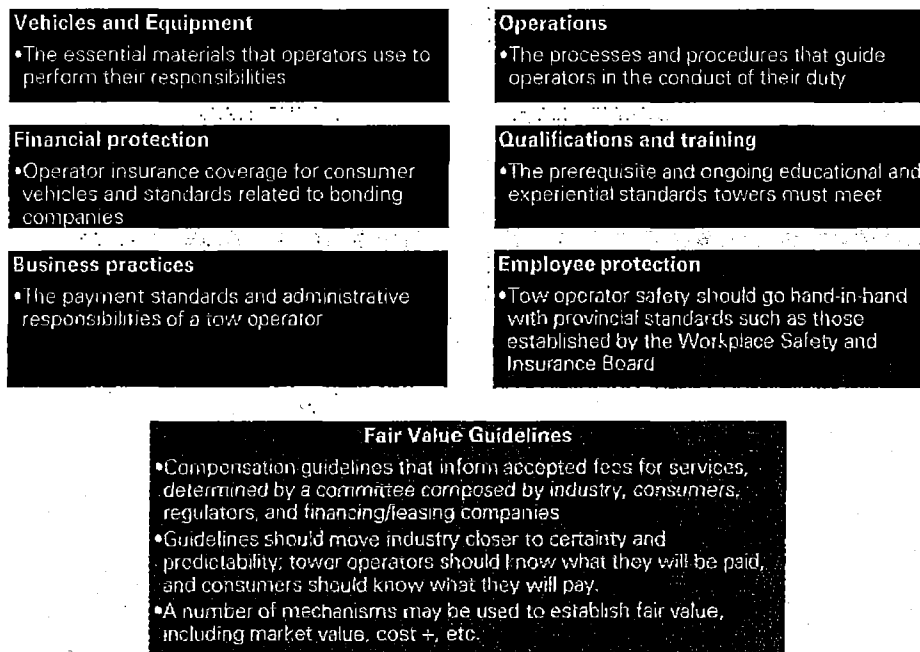
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4.3.1 Towing Model Oversight Functions

Function 1: Set Standards

The Towing Advisory Group recommends that an oversight model should set standards that must be met and adhered to by towers, operators and businesses, across a variety of critical industry areas. The graphic below lists areas that should be subject to common standards.



To effectively address issues related to safety, consumer protection, unprofessional practices and provider costs, these standards must be monitored and enforced as well as routinely updated. Standards may be enacted using regulation or other means. Additionally, standards should differ for light, medium and heavy tow trucks and towing engagements, and other relevant variables.

211

■ Function 2: Establish Province-wide Licensing, Monitoring and Enforcement

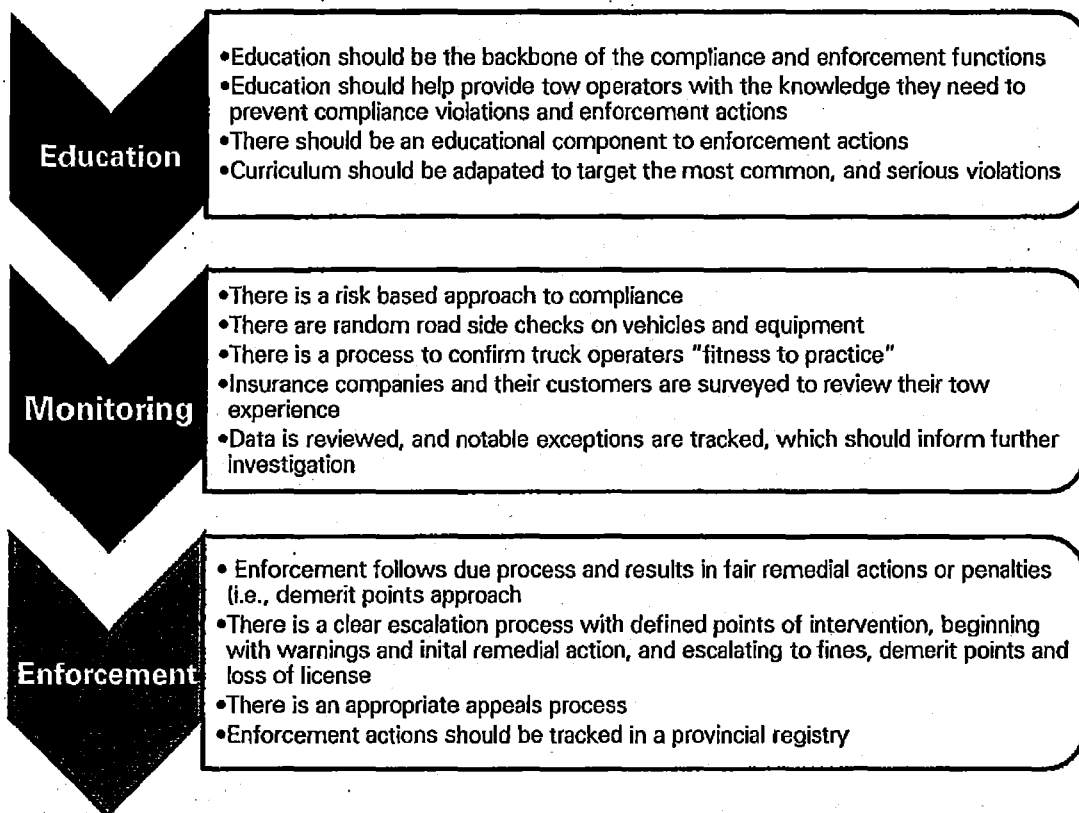
The Towing Advisory Group recommends the establishment of a towing license system. All tow operators, trucks and businesses in the province of Ontario should be certified under this licensing system. This specialized towing licensing should:

- help ensure that those in the towing profession have the required knowledge, skills and experience to meet established industry standard;
- confirm continuing operator fitness to practice by requiring license renewal;
- offer appropriate licensing for different activities and skill sets;
- leverage existing leading practices from municipalities as opposed to creating a new method or approach; and
- require mandatory visual identifiers for licensed drivers and equipment (e.g., "sticker" identification on vehicles indicating that an operator is licensed).

To earn a license, individuals should meet established criteria relating to background (e.g., criminal record checks, driving history, etc.) and training. Training should include a blend of practical and on-the-job training, and as well as training on industry standards.

Trucks and businesses should also require certification/licensing to help ensure that towing trucks have the appropriate equipment and that this equipment is appropriate for the corresponding class of vehicle. Equipment capacity should be determined by a multidisciplinary committee integrated by industry, manufacturers, engineers, MTO, and others.

This licensing system should be supported by education, compliance monitoring and enforcement functions, as displayed below.



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Function 3: Manage Consumer, Provider, and Payer Complaints

The Towing Advisory Group recommends that an oversight model should provide a single point of contact for each of consumers, providers, and payers to make complaints. Complaints should be accepted at any time, capture topics beyond safety (e.g., competence, fraud) and be open to all industry participants. This complaints mechanism should have a structured intake process, with criteria for determining valid complaints and address both urgent and non-urgent requests. The complaint mechanism should be transparent, apply due process and result in specific resolutions or mediation, where possible.

Complaint data should be tracked, trends analyzed and exceptions noted to inform standards and training development, as well as compliance and enforcement actions. Additionally, the oversight body will need to have a clear focus on effectively capturing complaints and recognize that a lack of complaints does not necessarily mean there are not issues, as issues may go unreported for a variety of reasons.

Function 4: Provide Consumer Awareness

The Towing Advisory Group recommends that an oversight model should provide consumers with the knowledge to make informed decisions, based on input from the towing industry, government, consumer groups, insurance companies and police. Information that the Advisory Group believes that consumers should be aware of is captured in the table below.

Consumer Awareness Topics	
<ul style="list-style-type: none">• Towing industry costs and practices• What to do in the event of an accident/incident• Location of vehicle after it has been towed• Consumer rights and obligations (including financial obligations)• Accepted payment processes	<ul style="list-style-type: none">• Roles and responsibilities of stakeholders within the towing industry (e.g., police, towers)• The difference between essential services (i.e., towing) and non-essential services (i.e., a tire change)• Payment information, by line items (e.g., descriptions of what administrative fees may include)

Consumers should be able to access this information when required, through a single public portal with general industry information and via mobile technology.

Enabling consumers through awareness should help them make more informed decisions, thereby increasing consumer protection, and reducing instances of unprofessional practices and disputes over service provision and costs.

Function 5: Manage Registry and Data Repository

The Towing Advisory Group recommends that an oversight body be responsible for establishing a registry to track towing industry operators and a data repository to collect a wide variety of information. This information should be compiled based on tow operator cooperation, and leveraging information already tracked by Ontario's municipalities.

The information tracked is included in the table below.

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Registry and Data Repository Information	
<ul style="list-style-type: none">• Individual operator and vehicle information (including photos)• Industry-wide operator and vehicle information• Safety and performance metrics• Service provided, equipment used and service fees• Tow operator time on the road	<ul style="list-style-type: none">• Company information and performance• Complaints, tracked by type and outcome• Incidents and details• Operator and business insurance status• Abandoned vehicles, left with tow operators

It should be mandatory to provide this data and key components of it should be made available to the public to help improve awareness, while managing privacy considerations. Those administering the oversight model should use this data to help set industry standards, compare Ontario to other jurisdictions and inform decision making. The Towing Advisory Group also noted that this data should help address unprofessional practices, by tracking tow operator performance and providing insight into compliance.

Function 6: Provide Access to Cost Recovery Tools

The Towing Advisory Group raised a consideration that, in the future, a towing industry administered oversight model could include a self-funded relief mechanism to compensate tow operators in the event that operating losses are incurred, through no fault of their own. This function is similar to a type of insurance that could be established through an industry-funded compensation pool, commercially available insurance products or other means. The need for this function was not unanimously supported by all stakeholders and is presented as an archive of the discussion and as a consideration for the long-term functionality of the model.

This function could include a claim management process to determine valid claims, adjudicated by a group with representatives from industry, government and other functional experts.

Function 7: Industry Representation and Coordination

The Towing Advisory Group raised a consideration that, in the future, a towing industry administered oversight model could include an industry coordination function to act as the voice of the industry and liaise with key stakeholder groups. This function could also help coordinate other oversight functions of stakeholders, including government, insurance companies, police and other parties:

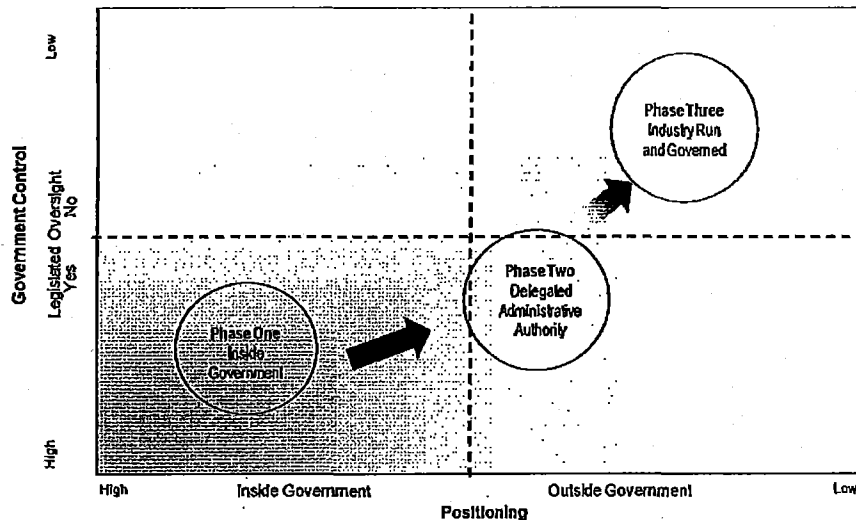
This function may be a consideration in a future state scenario wherein an oversight model is generally independent of government, and primarily delivered and administrated by the towing industry.

4.3.2 Organization Evolution

The Advisory Group also discussed potential approaches to model administration. The three approaches mentioned below were discussed conceptually with the Advisory Group.

- **Inside of Government:** Government would be accountable for model oversight functions and responsible for delivery.
- **Delegated Administrative Authority (DAA):** Government would establish legislation and regulations, and the DAA would be responsible for ensuring that the legislation and regulations are implemented and enforced.
- **Industry Run:** An industry body, independent of government, could be accountable for the oversight functions and responsible for delivery.

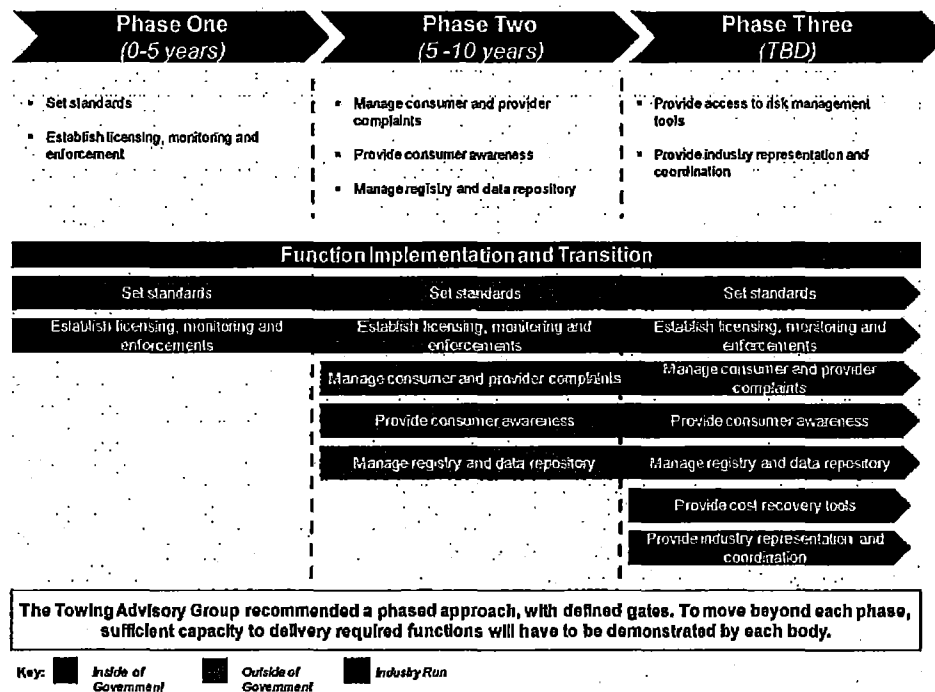
The Advisory Group recommended that the oversight model should begin inside of government and transition into a Delegated Administrative Authority, provided that sufficient capacity exists outside of government. Select members of the Advisory Group raised the consideration that, over time, the model could further transition to an industry-run organization; however this would take place in the future, and require further analysis. The graphic below displays the level of government administrative and financial control over the respective approaches, as well as the potential transition process.



4.3.3 Towing Model Function Prioritization

The Towing Advisory Group provided recommendations regarding the priority with which model functions should be implemented. Functions were prioritized based on perceived urgency, and on the basis of which functions were most likely to result in the most significant impact to the towing industry. Based on this prioritization, the Advisory Group recommended a phased approach to implementing an oversight model. The functions identified in Phase One were deemed to address the most pressing issues.

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Phase One

The Advisory Group recommended that the first phase of the oversight model implementation should focus on the following functions:

- set standards (e.g., through regulation); and
- establish licensing, monitoring and enforcement.

The functions in this initial phase should be designed to address the most critical issues in the towing industry, particularly those related to **consumer protection and awareness, unprofessional practices and safety.**

The Advisory Group observed that government currently has the capacity to deliver these functions, whereas other industry stakeholder would require significant lead time to effectively begin administering an oversight model. As such, the Advisory Group recommended that oversight model begin inside of government. One consideration could be adapting current government programs to meet the needs of a towing oversight model. The Commercial Vehicle Operator's Registration (CVOR) program, the Driver Certification Program (DCP) and the College of Trades were noted as potential existing mechanisms that could meet the needs of the towing industry, with some exceptions or tailoring required. The CVOR is a program to monitor the on-road safety performance of truck and bus companies. Progressive intervention is taken when carriers reach certain levels of non-compliance with on and off-road requirements.

The DCP is a voluntary program which gives organizations authority from the ministry to train and test their employees/students for the purpose of upgrading or renewing driver's licences. The following types of organizations are eligible to participate in the DCP: Community Colleges, safety organizations, government and private business/ industry can all participate in the DCP.

299

The Ontario College of Trades is an industry-driven body responsible for raising the profile of, and promoting involvement in skilled trades, including regulating apprenticeships. Specifically, the College of Trades currently delivers education, qualifications, standards, registration, and compliance and enforcement functions for registered trades. It is plausible that the towing industry could have access to such services and functions if towing were made a registered trade.

With consideration to the unique requirements of the towing industry, the programs described above could be feasible mechanisms to deliver the functions desired in Phase 1 of the oversight model. Using existing programming and structures will enable the government to respond quickly to the issues faced by the industry, relative to other models. Moreover, Phase 1 will leverage the existing expertise, knowledge and infrastructure of the government. Before proceeding to Phase Two, the Ministry may wish to evaluate the performance of the model and seek to understand remaining gaps in services to be addressed in subsequent phases. Such an evaluation would provide insight into the need and readiness for further evolution of the model.

Phase Two

During this second phase, it is recommended that the oversight model moves from government administration and delivery towards a delegated administrative authority. Depending on the results achieved, the government may wish to reconsider the implementation of other functions. However, if issues are found to persist, the second oversight phase of the oversight model should focus on expanding the functions to include:

- manage of consumer, provider and payer complaints;
- provide consumer awareness; and
- manage a registry and data repository.

Phase Three

Select members of the Towing Advisory Group noted that the government may wish to consider a third implementation phase, wherein the oversight model moves entirely away from government control and legislated oversight. During this third phase, functions to be implemented could include:

- provide access to cost recovery tools;
- provide industry representation and coordination.

These considerations should be further examined after the implementation of the first two phases. Similar to the evaluation conducted following implementation of Phase 1, a similar evaluation conducted during Phase 2 will allude to the need and readiness for further change, potentially including moving the model outside of government. This phase was not unanimously supported by all stakeholders and is presented as a consideration for the long-term future of the model.

4.3.4 Implementation Considerations

The Towing Advisory Group established a number of evaluation principles to help weight the merits of potential options. The Advisory Group recommends that these evaluation principles should be considered by the Ministry during the selection and implementation of an oversight model.

255

Evaluation Principles

The model helps makes towing an attractive industry and career path

The model adds value for industry stakeholders

The model does not compromise the vital towing network's sustainability

The model is transparent to all stakeholders

Those that participate in the model's benefits also participate in its costs

The model is financially self-sustaining

Collaboration is encouraged and industry cooperation is improved

Implementation timing is realistic and is feasible

The model helps protect consumers and addresses fraud

The model improves safety for all

The model has the right level of government oversight and support

255

5 Storage

5.1 The Need for Vehicle Storage

The Storage Advisory Group noted four potential scenarios in which a vehicle may be stored. Once identified, the scope of the discussions of the Advisory Group included all four categories of storage.

Law enforcement	<ul style="list-style-type: none"> • A law enforcement scenario could include police or by-law ordered impound, and storage following a vehicular accident.
Vehicle repair	<ul style="list-style-type: none"> • Vehicles may also be stored when under repair following a motor vehicle accident. During repairs, owners may or may not be charged an additional storage fee.
Owner-initiated	<ul style="list-style-type: none"> • Owners may choose to store their vehicles for multiple different reasons. In this scenario, the owner is informed as to the available storage options, including costs.
Bankruptcy	<ul style="list-style-type: none"> • During bankruptcy vehicles may be repossessed and stored when in trusteeship of an estate.

It should be noted that the Storage Advisory Group focused specifically on vehicle storage, as opposed to storage of equipment or other items covered under the RSLA.

5.2 Issues, Root Causes and Potential Solutions

The Storage Advisory Group identified three broad categories of issues; two of the categories represent the perspectives of major stakeholder groups - the consumer and the provider. The diagram below summarizes the key issues identified under each category.

Consumer perspective	Operator perspective	Other issues
<ul style="list-style-type: none"> • Delayed notification to owners of stored vehicles • High storage costs • Difficulty accessing own vehicle • Limited control over choice of operator 	<ul style="list-style-type: none"> • Abandoned vehicles • Lack of requisite vehicle and owner information 	<ul style="list-style-type: none"> • Inconsistent standards and services offered • Difficult for insurers to access vehicle

Within each of these categories, root causes of the issues and potential solutions were identified. The three issue categories are described in detail below and the Storage Advisory Group's key findings are highlighted.

Please note, at the time of this report, no analysis was conducted regarding the scale or scope of the issues noted below; that is, the Advisory Group did not validate whether the issues are true generalizations or isolated incidents.

211

5.2.1 Consumer Perspective

For the purpose of the consultation discussion and this report, "consumer" was defined as the owner of a vehicle. The Storage Advisory Group identified a number of issues from the consumer perspective related to vehicle storage. Two of the major issues relate to receiving a delayed notice from operators when vehicles are stored, and high storage costs. These two issues became the focus of the Storage Advisory Group's discussions and recommendations.

5.2.1.1 Delayed notification of vehicle storage

■ Issue

The RSLA stipulates that a storage operator is required to give notice to every person whom the storage operator knows or has reason to believe is the owner or has an interest in the vehicle within 60 days after receiving the vehicle if it is received from a person other than the owner or a person having the owner's authority. In some instances, owners, insurers, secured creditors or other interested parties perceive that they receive delayed notice from storage operators.

■ Root Cause

A number of root causes were identified by the Storage Advisory Group that may contribute to delayed notification. First, the RSLA does not include a requirement for operators to provide owners or creditors with notice of storage prior to 60 days of storing the vehicle. In fact, notice would only be given after the 60 day mark in order for operators to be able to continue charging for storage or to sell the vehicle. Thus, there is limited incentive among operators to notify interested parties before the 60 day mark. Secondly, storage operators noted taking in numerous vehicles on a daily basis. The constant churn of operations makes it difficult for storage operators to keep track of incoming and outgoing vehicles. Moreover, there was a perception among storage operators that in the vast majority of cases, most vehicles will be located and claimed by the owners prior to notification from the operator; in other words, notification is a non-issue.

Another potential cause for a delay in notification relates to a lack of information. Specifically, operators do not always have immediate or easy access to the information required to notify the owner, especially when they are other interested parties (e.g., lessors/lenders), as will be described in further detail in the following section. Related, while the RSLA stipulates the contents of a notice, there is no consistent or standard mechanism by which to make notification.

■ Solution

The table below summarizes potential solutions that were offered by members of the Storage Advisory Group to address the issue of delayed notification.

	Potential Solution	Description
1	Reduce the notification period stipulated in the RSLA	A reduction in the notification period from 60 days seeks to curtail storage expenses incurred by owners or secured creditors; correspondingly, operators stand to lose revenue.
2	Raise consumer awareness regarding storage practices	Consumer awareness regarding storage practices and costs, and consumer rights and obligations could enable consumers to locate their vehicle sooner.

200

	Potential Solution	Description
3	All storage operators become "authorized requestors" of the existing vehicle information systems	Currently, individuals or organizations may become "authorized requestors" of existing information systems within the Ministry of Transportation, providing them with information regarding vehicle liens.
4	New towing entity becomes an "authorized requestor" of the existing vehicle information systems	As described above, an organization could become an authorized requestor to collect vehicle information on behalf of individual operators. This model would have an impact on the cost per request.
5	Create centralized/regional impound locations	The use of a select number of vehicle impound locations in each region would enable owners and interested parties to locate their vehicles as the number of options would be limited and known.
6	Create a centralized vehicle information repository and notification system	A system could be created that addresses the needs of all stakeholders. Specifically, the system could be used by operators to deliver notification of storage, and could be used by interested parties to locate their vehicle.

Ultimately, the Storage Advisory Group acknowledged that most of the options listed above (i.e., options 2-5), offered partial solutions to deeper or further reaching issues. Thus, it was agreed that the creation of a centralized vehicle information repository was the only potentially viable alternative to the default solution of amending the RSLA. The Recommendations and Conclusion section of this report summarizes the discussion and analysis surrounding these two options in further detail.

5.2.1.2 High storage costs

■ Issue

Under the RSLA, storage operators may charge any daily or maximum rate for storage of a vehicle. Specifically, the RSLA stipulates that the storage operator may charge an amount agreed upon, or when no agreement, the fair value of the storage. Fair value is not defined in the RSLA nor was a formal definition agreed upon during consultation with the Storage Advisory Group. The Storage Advisory Group identified high storage costs as one issue observed by consumers, insurers and secured creditors. This issue then has implications on complex and time consumer arbitration between the interested parties and operator.

■ Root Causes

High storage costs are perceived to be caused by the following:

- **Delayed notice provided to owners** – The longer the notification period, the higher the associated storage costs;
- **Indirect costs from other operations may be built into the storage fee** - Storage operators may also operate repair, towing or other services, the costs of which may indirectly affect or be allocated towards storage fees; and

- **There is no common understanding or benchmark of "fair value" in the storage industry**
– The RSLA does not provide guidance on "fair value". The term is left open to interpretation by stakeholders.
- **Exorbitant rates charged by some storage operators** – There is no regulated rate for storage. As a result, storage operators may charge any rate for storage.

■ Solutions

While addressing the issue of delayed notification would have implications on storage costs and potentially remedy this issue, the Storage Advisory Group also identified two additional solutions to address high storage costs. The solutions are described in the table below.

	Potential Solution	Description
1	Establish a multi-representative process for the establishment of a methodology to determine "fair value"	A process (such as a committee) could be established that involves representatives from various stakeholder groups affected by or involved in delivering vehicle storage. This process would seek to establish a methodology for fair value of storage.
2	Government imposed pricing guidelines or schedules	A price schedule or standard storage rate(s) could be legislated by government. A standard rate would address issues of interpretation and negotiation.

Preliminary feedback from the Ministry of Consumer Services encouraged the Storage Advisory Group to explore an alternative solution to price regulation. Thus, the Storage Advisory Group agreed to focus on the establishment of a fair value methodology. The Recommendations and Conclusions section of this report summarizes the analysis and recommendation regarding this topic in further detail.

5.2.1.3 Other consumer issues

The focus of the Storage Advisory Group's discussion and recommendations relate to the issues of notification and fair value costs. That said, additional issues from the consumer perspective were noted. For example, members of the Storage Advisory Group have experienced difficulty in accessing their vehicle at the storage site. Specifically, consumers and insurers may not have immediate or easy access to the vehicle due to limited hours of operation, for example. The root cause of this issue was not explored in detail, but could include a disincentive among operators to release the vehicle from storage.

Another major issue from the consumer perspective is that consumers may not always have a choice in where their vehicle is stored. For example, a vehicle seized by law enforcement without the owner's knowledge will not be consulted as to their preferred storage location. It is reasonable to conclude that some of the solutions proposed by the Storage Advisory Group related to notification and fair value could also remedy this issue (e.g., consumer awareness initiatives, establishing a fair value methodology, etc.).

5.2.2 Operator Perspective

Although not the original focus of the consultation sessions, a number of issues were identified from the storage operator's perspective with respect to vehicle storage.

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5.2.2.1 Abandoned vehicles

■ Issue

One major issue from the operator perspective is that some vehicles are abandoned at storage facilities by owners. As a result, operators do not recover payment for the storage service.

■ Root Causes

This issue relates to high storage costs noted in the previous section. For example, in some cases, storage costs may exceed the value of the vehicle. The cost to dispose of the vehicle may also exceed the value of the vehicle. This issue is primarily observed among consumers who lease their vehicles, and therefore have limited interest in reclaiming the capital value of the vehicle. That said, instances where insurers or secured creditors have abandoned their vehicles were also noted.

In addition, operators noted instances where they are ordered by the police to collect and store low value or unwanted vehicles. These vehicles are unlikely to be recovered by their owners and are therefore left abandoned and unpaid in storage facilities.

■ Solutions

To address this issue, the Ministry may first address the issue of high storage costs, which is perceived to be the root cause. In addition, the Storage Advisory Group recommended that the Ministry also consider supporting a mechanism to assist operators to recover their fees when invoices are unpaid, at no fault of the operator. This solution is described in further detail in the Recommendations and Conclusions section of the report. The Advisory Committee also recommended that operators seek to recover a portion of the unpaid storage costs by selling abandoned vehicles to recycling companies.

5.2.2.2 Lack of owner information

■ Issue

Secondly, the Storage Advisory Group noted that storage operators do not always have the information they require to notify owners or interested parties, in some instances.

■ Root Causes

Storage operators do not always receive requisite information from tow truck drivers or owners. The lack of information is perceived by the Advisory Group to be caused by laws that prohibit access (e.g., the Police Services Act, privacy legislation, etc.), or an unwillingness among some customers to disclose their personal information. Lastly, in some instances, information is not requested or provided by tow operators who bring the vehicle to the storage facility; this issue relates to others noted in the towing section of the report.

Secondly, operators may not be aware of or are unwilling to access existing information repositories. Currently, anyone from the public can use the Personal Property Security Act (PPSA) website (ppsa.ca) to search for and register liens. In addition, Service Ontario provides Used Vehicle Information Packages (UVIP) to the public upon request at a cost of \$20. Both of these systems provide a storage operator with the information required to identify the vehicle owner or interested parties, such as secured creditors.

However, these processes are perceived to be time consuming and potentially cost prohibitive. Moreover, it requires that the operator be certified as an authorized requestor, a process that is perceived to be arduous or unattainable for some operators.

■ Solutions

The proposed solution of a central vehicle information repository and notification system could address this issue.

5.2.2.3 Other operator issues

The following issues were also noted by the Storage Advisory Group, but not explored in detail:

- **Inconsistent practices regarding record of interactions with insurers or owners** – Some operators do not practice prudent bookkeeping and administration. As a result, operators are challenged to make a case for the recovery of storage fees when in negotiations with insurers or in arbitration.
- **Confusion or inconsistency regarding environmental obligations and practices** – When storing vehicles, operators are faced with mechanical and environmental issues, such as leaking fluids. The Advisory Group noted inconsistency and confusion among some operators regarding appropriate safety and environmental practices.
- **Confusion over what should be done with material items in the vehicle** – Personal possessions may be left in the vehicle during storage. The Advisory Group noted some confusion and inconsistency among operators regarding the appropriate approach to handling or disposing of personal articles.

5.2.3 Other Issues

The Storage Advisory Group identified a number of issues that could not be categorized from either the consumer or operator perspective.

One such issue relates to variability in standards and service offerings observed among vehicle storage facilities. This issue has implications on storage costs, as variable services will ultimately result in variable costs. Specifically, the Storage Advisory Group has observed inconsistencies in the following areas:

- **Services provided** – For example, some operators offer 24/7 operations, while others keep conventional business hours. Additional services could include: vehicle maintenance, environmental clean-up, and services required to support police investigations.
- **Infrastructure** - Differences in infrastructure and facilities could include indoor versus outdoor facilities, and security features.
- **Municipal standards** - Standards across municipalities regarding licensing, zoning and the definition of storage were noted by the Advisory Group.

A methodology to inform fair value was recommended by the Advisory Group to address this issue. Specifically, the methodology must account for the variable noted above.

5.3 Conclusions and Recommendations

5.3.1.1 Core recommendations

The Storage Advisory Group reached agreement and produced recommendations in a number of areas. The following section describes the recommendations developed by the Storage Advisory Group relating to two core issues: notification timelines and fair value for vehicle storage.

Fair value for vehicle storage

As noted in section 4.2, high storage costs were noted to be an issue among some consumers, insurers and secured creditors. The first recommendation of the Storage Advisory group seeks to

244

address this issue. The recommendation achieved consensus within the Advisory Group and is summarized below.

The Storage Advisory Group recommends that the Ministry undertake a review of possible ways to determine fair value.

The desired components of the fair value methodology are described below. Specifically, the **output** of the process is envisioned to be criteria, formula or check-list to establish fair value.

The **intended audience** of the methodology is storage operators, municipalities, owners, insurers and the judiciary, who may use the methodology to inform their pricing, or to resolve vehicle storage cost disputes between operators, owners, insurers or secured creditors.

The process to establish a fair value methodology should include involvement from **representatives of a number of relevant stakeholder groups**, potentially including: storage operators, vehicle finance and leasing companies, insurance companies, financial institutions, the judiciary, auto body repair operators, consumers, and other qualified professionals, as required.

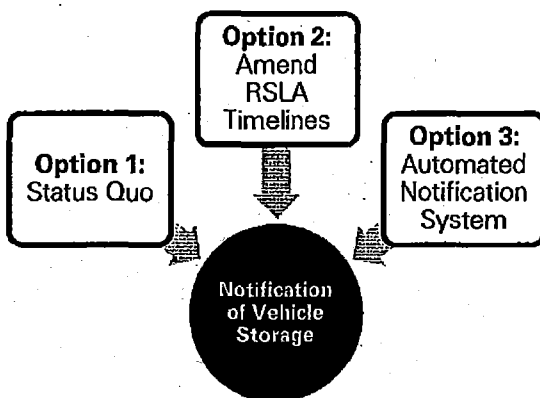
In establishing the methodology, the process should be guided by the following **principles**. The methodology should:

- Account for variations in operations
- Be responsive and easily adaptable to evolving industry conditions
- Account for outliers in the industry, in some manner
- Be developed in a transparent and inclusive manner

Notification timelines

Following extensive discussions, the Storage Advisory Group determined that a single consensus recommendation could not be formed relating to the issue of delayed notification.

Instead, three potential solutions were proposed and are summarized below for the Ministry's consideration.



Option 1: Continue with the status quo

This solution proposes to maintain the existing notification period outlined in the RSLA (60 days).

The majority of the storage and towing operators support this option. They believe that the 60 day notification period is fair, and that notification issues and related costs only occur in a select number of cases. While this option does not address the issue of delayed notification, it could be

supplemented by other solutions, such as implementing consumer awareness initiatives to increase awareness of consumer responsibility and practices in the storage sector.

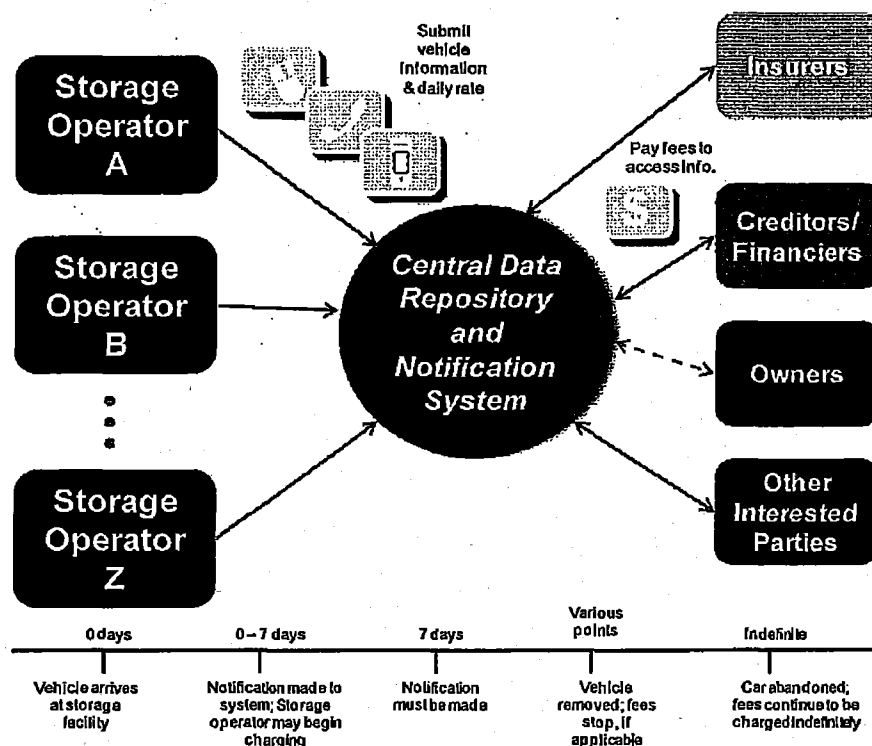
Option 2: Amend the notice period referenced in the RSLA

This option is perceived to be the default alternative to the status quo; that is, without a viable alternative such as a notification system, amending the notice period may be the only option available to the Ministry. If no feasible alternative option is found, this option is supported by insurers, financing companies, consumers and large vehicle fleet companies. This option is not supported by operators, who believe the current notification period is fair.

The Advisory Group did not reach agreement on the length of an appropriate notification period.

Option 3: Implement an automated notification system

A conceptual model was presented during the final consultation session for reaction and commentary from the Storage Advisory Group. The model proposes that storage operators would be required to register stored vehicles in a central repository and notification system. In addition, a timeline (e.g., 7 days) could be set to stipulate when a vehicle must be registered by the operator. Storage operators could also enter their storage fees such that when notification is made to interested parties, they also receive information regarding daily storage rates. At the point that storage operators register the vehicle in the system, they may begin charging for storage. Once the operator has entered the vehicle information into the system, the operator has effectively completed all of their duties related to notification; the notification system could replace existing notification mechanisms and information sources. At this point, interested parties (e.g., consumers, insurers, etc.) could access the system to locate their vehicles. Different interfaces and functionality could potentially be available for different users (e.g., vehicle owner versus insurer). Finally, the model proposed that no upper limit would be placed on the number of days or value charged for storage. A graphical depiction of the conceptual model is presented below for illustrative purposes:



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There was tentative support to explore the option among Advisory Group members representing insurers, financing companies, large vehicle fleet companies, and consumers. These Advisory Group members were tentative to recommend the model as the investment required to establish and operate this system is unknown at this time. Without an understanding of the scale of the notification issue (i.e., average storage cost, average duration in storage, etc.) and the cost associated with implementing and operating the notification system, stakeholders could not recommend the option.

Storage operators were not in support of this option as it is perceived that the solution is not commensurate with the scale of the delayed notification issue. Moreover, operators expressed concerns that by having to register vehicles, the system would result in increased administrative work and associated costs for operators. Lastly, it is worth noting that this model may require amendments to the RSLA. That said, the model is designed to enable changes in operations associated with a reduced notification timeline by providing operators with a standard tool to make notification.

It should be noted that members representing police and enforcement functions were not present in the Advisory Group consultation session at the time of gauging interest in the above options.

5.3.1.2 Additional recommendations for consideration

While the consultation process was intended to focus on issues and recommendations noted by the Ontario Auto Insurance Anti-Fraud Task Force relating to enhancing consumer protection and combating insurance fraud, the Advisory Group also identified issues and solutions affecting storage operators (as discussed in section 5.2.2).

The recommendations noted below are in response to issues that affect storage operators and are presented for the Ministry's consideration.

Consider establishing or supporting a mechanism by which operators may recover costs for unpaid storage invoices.

Work with the industry to set standards for storage operations.

Lead consumer awareness initiatives focused on increasing consumer awareness of storage practices and costs.

Appendix

5.4 Towing Advisory Group Members

1. **Doug Nelson**, Provincial Towing Association of Ontario/ Ontario Recovery Groups
2. **Steve Rainey**, Ontario Federation of Independent Towers
3. **Daniel Sanderson**, NAAAP Towing Division
4. **Aris Marinis**, NAAAP Towing Division
5. **Randy Krieger**, Currie Heavy Towing
6. **Doug Chadwick**, Chadwick's Towing and Repairs
7. **Elliot Silverstein**, Canadian Automobile Association of South-Central Ontario
8. **James Bisson**, City of Brampton
9. **Intiaz Ruffudeen**, City of Toronto
10. **Lorraine Chua**, City of Toronto
11. **Pete Karageorgos**, Insurance Bureau of Canada
12. **Mark Lockwood**, RBC Insurance
13. **Matthew Poirier**, Canadian Finance and Leasing Association
14. **John Norris**, Collision Industry Information Assistance
15. **Brian Patterson**, Ontario Safety League
16. **Howard Deane**, Consumers Council of Canada
17. **John Winter**, Ontario Association of Chiefs of Police
18. **Dara Carpenter**, Intact Insurance

5.5 Storage Advisory Group Members

1. **Doug Nelson**, Provincial Towing Association of Ontario/ Ontario Recovery Groups
2. **Doug Chadwick**, Chadwick's Towing and Repairs
3. **Elliott Silverstein**, Canadian Automobile Association South Central Ontario
4. **James Bisson**, City of Brampton
5. **Intiaz Ruffudeen**, City of Toronto
6. **Lorraine Chua**, City of Toronto
7. **Pete Karageorgos**, Insurance Bureau of Canada
8. **Mark Lockwood**, RBC Insurance
9. **Matthew Poirier**, Canadian Finance and Leasing Association
10. **John Norris**, Collision Industry Information Assistance
11. **Brian Patterson**, Ontario Safety League

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12. **Howard Deane**, Consumers Council of Canada
13. **John Winter**, Ontario Association of Chiefs of Police
14. **Dara Carpenter**, Intact Insurance
15. **Lawrence Gold**, Fair Value Committee
16. **Warren Barnard**, Used Car Dealers Association of Canada
17. **Craig Hirota**, Associated Canadian Car Rental Operators
18. **Megan Stefani**, Canadian Automobile Association South Central Ontario

5.6 Government Participants

1. **David Brezer**, Director, Ministry of Consumer Services
2. **Robert Bonofiglio**, Ministry of Consumer Services
3. **Dawn Stevely**, Ministry of Transportation
4. **Marilyn Marshall**, Senior Counsel, Ministry of Consumer Services
5. **Scott Parker**, Dangerous Goods/Commercial Motor Vehicle/HET Coordinator, Ontario Provincial Police
6. **Chris Davies**, Ministry of Transportation
7. **Joanne Gort**, Ministry of Consumer Services
8. **Richard Frank**, Ministry of Consumer Services
9. **Rick Pereira**, Ministry of Community Safety and Correctional Services
10. **Wesley Dutcher-Walls**, Ministry of Municipal Affairs and Housing
11. **Faith Waldron**, Ministry of Consumer Services
12. **David McLean**, Ministry of Finance
13. **Jennifer Lee**, Ministry of Consumer Services
14. **Joe O'Grady**, Ministry of Labour
15. **Nadia Hawkins**, Ministry of Labour

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Corporate Report

Clerk's Files

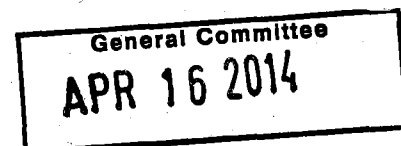
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MG.23.REP

3.

DATE: March 26, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: Temporary Road Closure Extension of Spectrum Way between
Eglinton Avenue East and Matheson Boulevard East for
Construction of Bridge Overpass for the Mississauga Transitway
Project, Procurement FA.49.383-13 (Wards 3 & 5)

RECOMMENDATION: That Dufferin Construction Company (Dufferin) be granted permission to extend the temporary closure of Spectrum Way between Eglinton Avenue East and Matheson Boulevard East for the duration noted below to undertake construction of an overpass bridge as part of the Mississauga Transitway project as follow:

Starting at 6:00 a.m. on Monday, May 12, 2014
Ending at 6:00 a.m. on Monday, November 10, 2014.

BACKGROUND: The Corporation of the City of Mississauga is in the process of awarding a contract to Dufferin to construct the third segment of the Mississauga Transitway from Etobicoke Creek to Commerce Boulevard.

Part of the work includes the construction of an overpass bridge at Spectrum Way. In order to allow Dufferin to safely complete the work, the Contract allows for up to a 6-month temporary closure of Spectrum Way while maintaining access via the adjacent side streets.

COMMENTS:

The Transportation and Works Department has recommended Council at its meeting of April 2, 2014 allow Dufferin to temporarily close Spectrum Way between Eglinton Avenue East and Matheson Boulevard East while maintaining access to local traffic only from/to Matheson Boulevard East between April 14, 2014 and May 12, 2014 to undertake road watermain and sewer crossing works. Traffic can be efficiently detoured via adjacent collector roads (i.e. Creekbank Road, Matheson Boulevard, and Satellite Drive).

As award of the third segment is progressing, to avoid unnecessary road restoration and re-excavation, it is recommended that the temporary closure be extended for duration noted above.

Advanced warning signage, notices and website notification will be implemented as part of the communication plan. The area Ward Councillors have also been made aware of the temporary road closure extension.

FINANCIAL IMPACT: There is no financial impact.

CONCLUSION:

The Transportation and Works Department supports the extension of temporary closure of Spectrum Way between Eglinton Avenue East and Matheson Boulevard East for duration as follows:

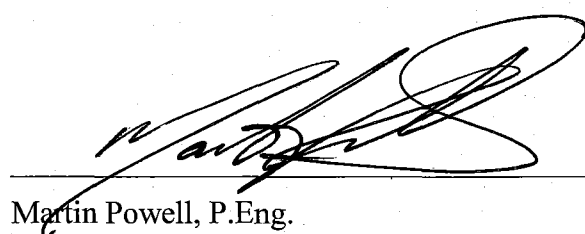
Starting at 6:00 a.m. on Monday, May 12, 2014

Ending at 6:00 a.m. on Monday, November 10, 2014.

ATTACHMENTS:

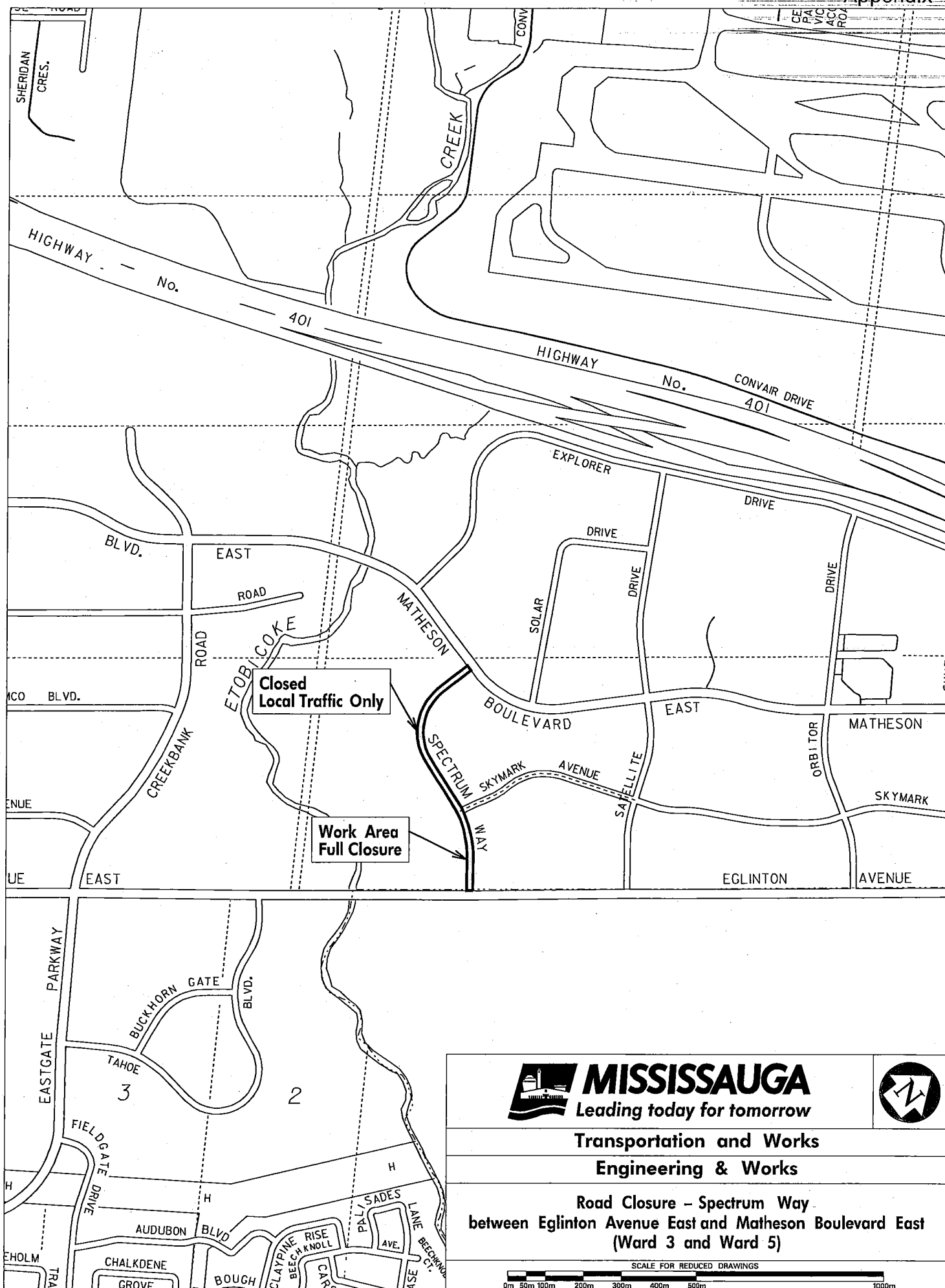
Appendix 1: Location Map

Appendix 2: Detour Plan



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

*Prepared By: Jerry Che, P.Eng.
Capital Project Manager, BRT Project Office*



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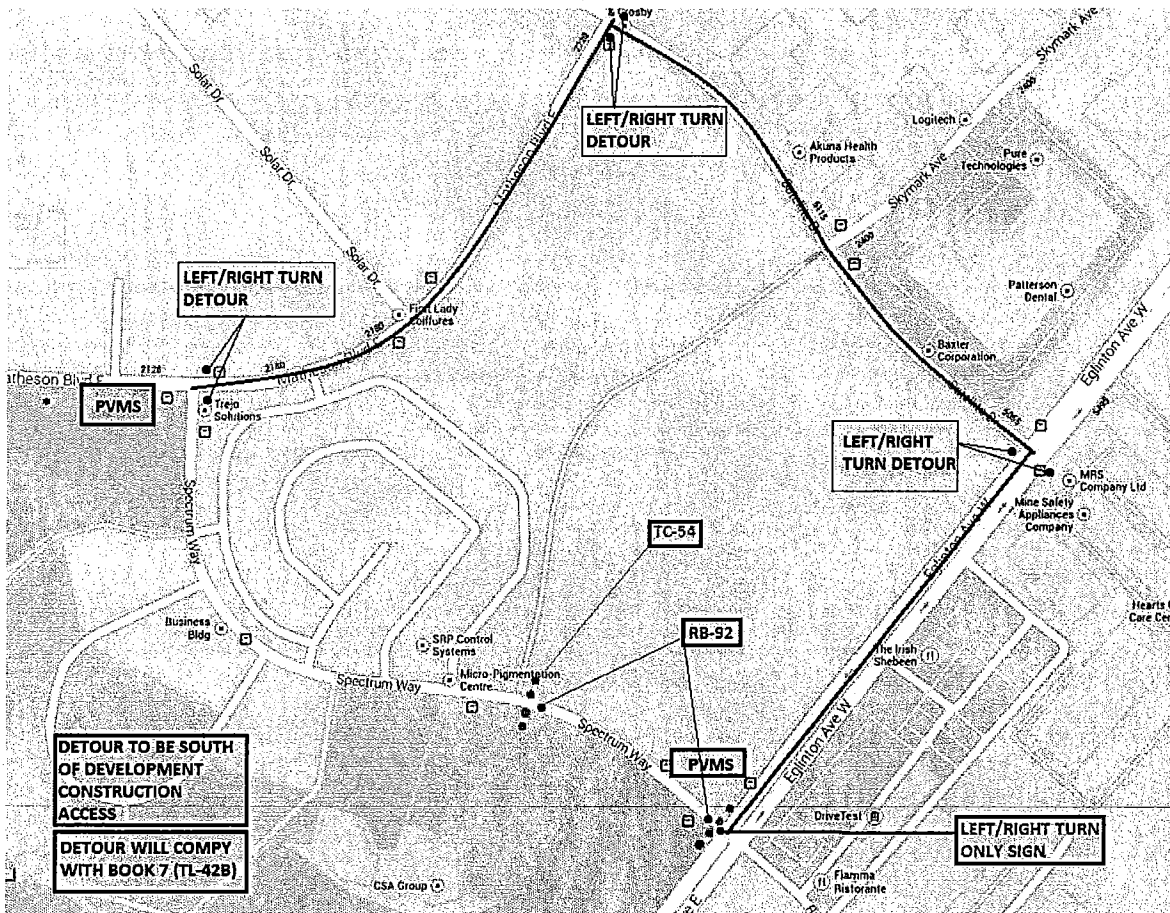
**Transportation and Works
Engineering & Works**

**Road Closure - Spectrum Way
between Eglinton Avenue East and Matheson Boulevard East
(Ward 3 and Ward 5)**

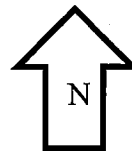
SCALE FOR REDUCED DRAWINGS

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

3c



APPENDIX 2



T & W – Transportation Project Office and Business Services

Detour Plan

Spectrum Way between Eglinton Avenue E. and Matheson Boulevard E.



Corporate Report

Clerk's Files

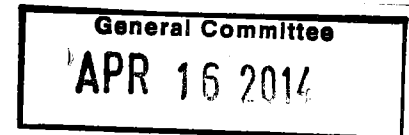
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RT.10.Z-20

4.

DATE: March 17, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: **Proposed Temporary Road Closure - Golden Orchard Drive
Immediately West of Dixie Road (Ward 3)**

RECOMMENDATION: That a by-law be enacted to implement the temporary closure of Golden Orchard Drive immediately west of Dixie Road commencing at 7:00 a.m. on Monday, April 28, 2014 and ending at 7:00 p.m. on Monday, May 26, 2014.

BACKGROUND: The Transportation and Works Department is in receipt of a request from the Regional Municipality of Peel to close Golden Orchard Drive immediately west of Dixie Road in order to facilitate construction of the Hanlan feedermain.

COMMENTS: The open cut method will be utilized to construct the section of the Hanlan Feedermain along Dixie Road between Bloor Street and Golden Orchard Drive.

The road closure is required to facilitate the construction and re-alignment of the Feedermain from the west side to the centre lane of Dixie Road while crossing the intersection.

Throughout the duration of the closure, motorists will be directed to ingress/egress Golden Orchard Drive via Bloor Street.

Upon approval, the Region of Peel will supply and install the appropriate detour and advance information signs to notify the public of the anticipated road closure.

The Transportation and Works Department will notify all emergency services, 311 Customer Service Centre, Student Transportation and Mississauga Transit.

The local Ward Councillor has been made aware of the requested road closure.

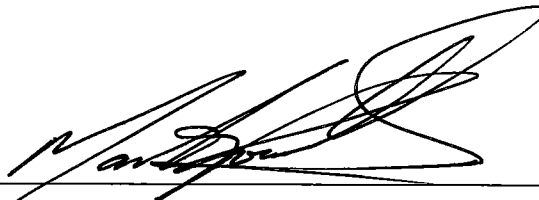
FINANCIAL IMPACT: Not Applicable.

CONCLUSION

In recognition of the need to complete the construction of the Hanlan Feedermain, the Transportation and Works Department supports the closure of Golden Orchard Drive immediately west of Dixie Road commencing at 7:00 a.m. on Monday, April 28, 2014 and ending at 7:00 p.m. on Monday, May 26, 2014.

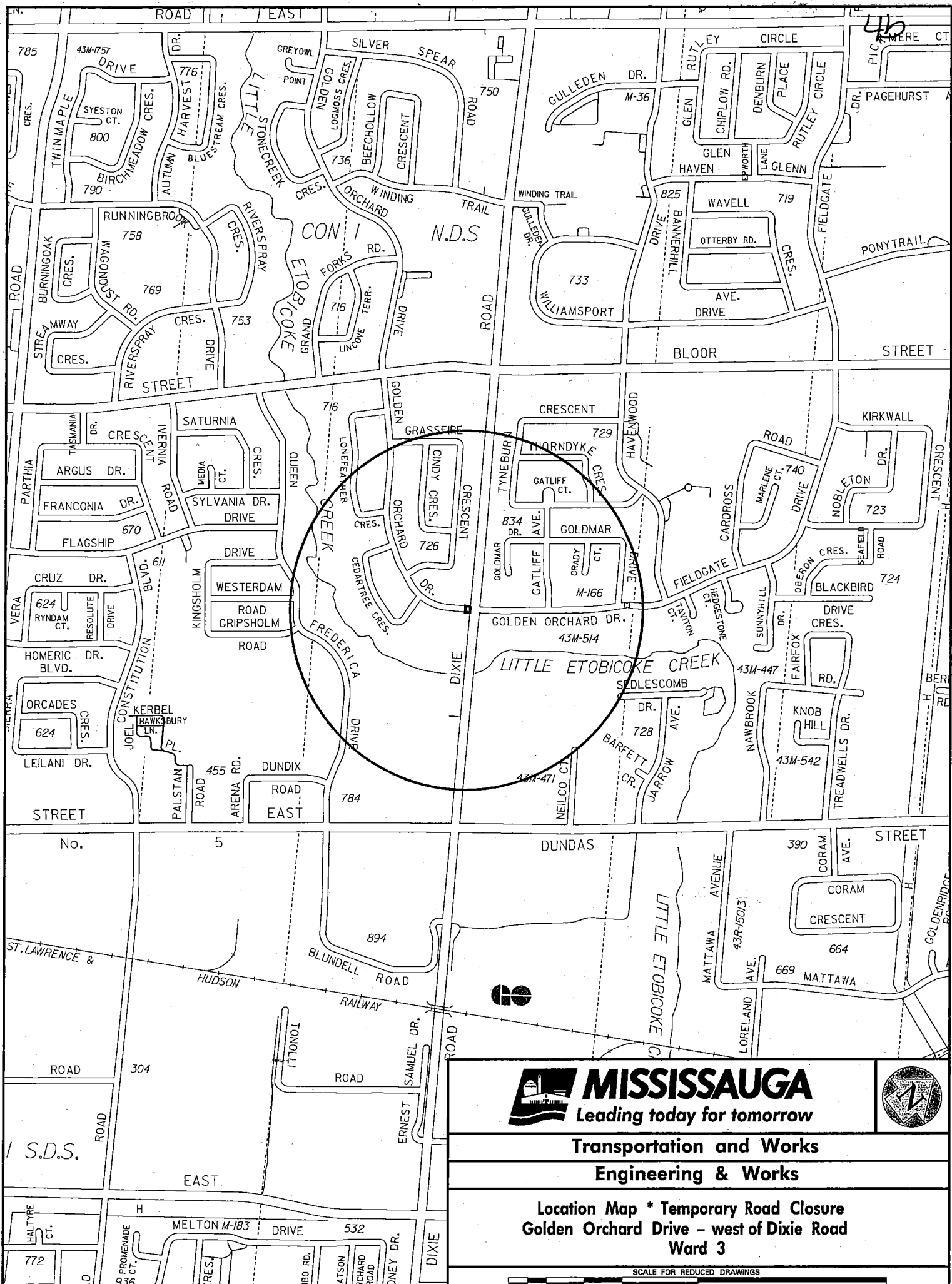
ATTACHMENTS:

Appendix 1: Location Map: Temporary Road Closure – Golden Orchard Drive immediately west of Dixie Road (Ward 3)



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

Prepared By: John Magno, Traffic Signals Technician





Corporate Report

Clerk's Files

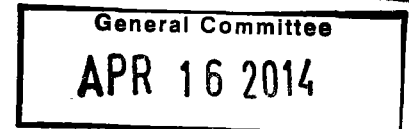
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5.

DATE: March 17, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: Temporary Road Restriction – Southbound Lane (West side) on
Duke of York Boulevard between Square One Drive and
Prince of Wales Drive (Ward 4)

RECOMMENDATION: That a by-law be enacted to implement a temporary road restriction of the southbound lane on Duke of York Boulevard between Square One Drive and Prince of Wales Drive commencing at 9:00 a.m., Monday, April 28, 2014 and ending at 7:00 p.m., Friday, May 9, 2014.

BACKGROUND: The Sheridan College's general contractor, Brown Daniels Associates Inc., intends to proceed with the installation of a roof utility screen on top of the Sheridan College building. The work requires lifting all the materials from the ground with a crane and installation of all the components utilizing a boom lift.

COMMENTS: A temporary road restriction of the southbound lane (west side) on Duke of York Boulevard between Square One Drive and Prince of Wales Drive is required in order to ensure safe set-up and adequate clearance to operate a crane and boom lift.

It should be noted that at the request of the Square One Mall Management, the contractor agreed to cease all the construction activities and re-open the southbound lane on Duke of York Boulevard

between Friday, May 2, 2014 and Monday, May 4, 2014.

Upon approval, the Transportation and Works Department will arrange to install the appropriate detour and advance information signs to notify the public of the anticipated road closure.

The Transportation and Works Department will also notify all emergency services, 311 Customer Service Centre, Student Transportation, Mississauga Transit and GO Transit.


Throughout the duration of the closure, the southbound traffic on Duke of York Boulevard will be directed via Square One Drive, Living Arts Drive and Prince of Wales Drive.

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

FINANCIAL IMPACT: Not applicable.

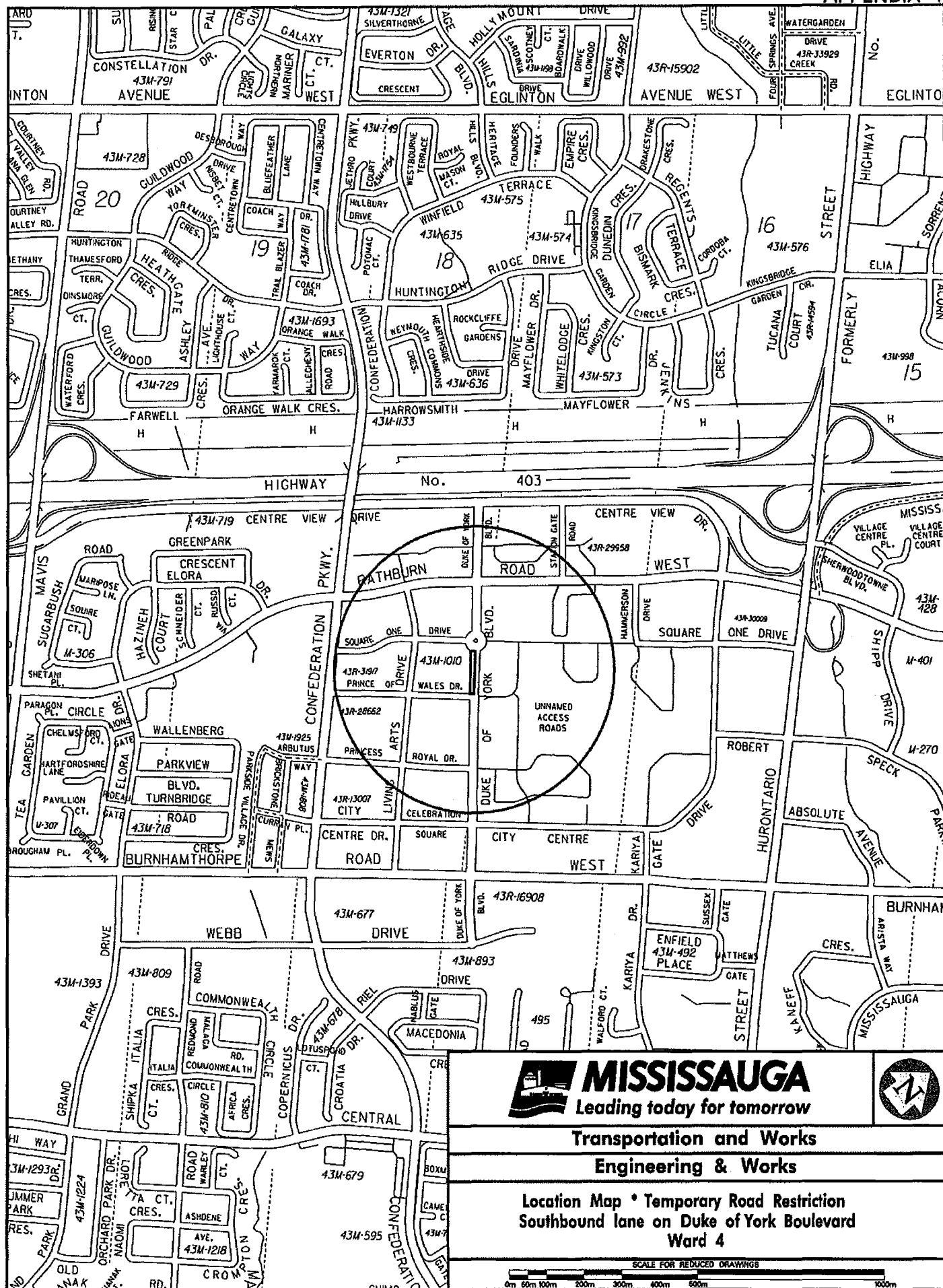
CONCLUSION: In recognition of the need to complete the installation of roof and utility screen on top of the Sheridan College building, the Transportation and Works Department supports the temporary road restriction of the southbound lane on Duke of York Boulevard commencing at 9:00 a.m., Monday, April 28, 2014 and ending at 7:00 p.m., Friday, May 9, 2014.

ATTACHMENTS: Appendix 1: Location Map: Temporary Road Restriction – Southbound lane on Duke of York Boulevard (Ward 4)



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

Prepared By: Darek Koziol, C.E.T., Traffic Operations Technologist





Corporate Report

Clerk's Files

Originator's
Files

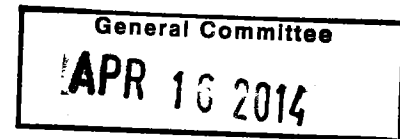
6.

DATE: March 25, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

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

SUBJECT: MiWay Operations at Islington Subway Station



RECOMMENDATION: That the report entitled "MiWay Operations at Islington Subway Station" dated March 25, 2014 be received for information.

**REPORT
HIGHLIGHTS:**

- MiWay's operations cannot move to the planned Kipling inter-regional terminal until late 2019.
- Current operations cannot continue at Islington beyond 2016.
- TTC staff have completed the preliminary design and costing of an interim facility and an alternate repair strategy.
- Metrolinx has been requested to select an option and assume all capital and operating costs of this work.

BACKGROUND:

At the December 11, 2013 Council meeting the report entitled "Requirement for a Temporary Bus Terminal at Islington Subway Station" was approved. The report confirmed MiWay's requirements for an interim facility at Islington Subway Station due to structural concerns with the existing terminal and MiWay's inability to move operations to the planned inter-regional terminal at Kipling. Council approved a request that the province fund Mississauga's share of the interim terminal due to the delays in construction of the inter-regional terminal originally scheduled for a 2012 opening.

Subsequent to the Council meeting, Mayor McCallion received a letter dated December 12, 2013 from Minister Chiarelli, then Minister of Infrastructure and Transportation, concerning the Kipling Mobility Hub attached as Appendix 1. It confirmed that it was no longer possible to construct the inter-regional terminal in accordance with the approved environmental assessment due to Hydro One's policies that restrict the construction of new buildings and structures under transmission lines. Further, that Metrolinx will pursue a parcel of City of Toronto land to the west of the original site as the future location of the Kipling inter-regional terminal.

MiWay staff have continued to meet with both the TTC and Metrolinx on the advancement of both the Kipling terminal and an interim solution at Islington. Senior City staff have discussed the City's concerns with Metrolinx senior leadership and the Mayor has met with Premier Wynne on this issue.

COMMENTS:

The TTC has completed preliminary design and costing for an interim terminal. The results were presented in a report to the Toronto Transit Commission on March 26, 2014, attached as Appendix 2.

The TTC intends to maintain their bus operations from the on-grade portion of the station and relocate all MiWay operations to an interim facility in the current commuter parking lot at Islington. All capital and operating costs for the interim facility will be attributable to MiWay operations at Islington. The capital costs are considerable, over \$20M, and the operating costs are significant as 524 spaces in the Islington main lot are lost. The loss of parking revenue as well as Hydro One fees and property taxes will have to be borne as terminal operating expenses.

OPTIONS:

Given the short anticipated life of the interim terminal (four years) an alternative terminal repair strategy (shoring and slab repair) has been developed at a cost of \$10M. It is hoped that this work would extend the life of the existing terminal from 2016 to late 2019, the earliest availability of the new terminal at Kipling. There are considerable risks with this approach as the slab condition is poor and further deterioration can be unpredictable.

Metrolinx is moving the site of the Kipling inter-regional terminal to the west of the original site and there are no detailed designs or environmental approvals in place. Any delays in approvals or complications in land acquisition or construction would make the delivery of the facility by late 2019 challenging. The alternate terminal repair strategy will only buy a short but uncertain life extension. Any delay in the move to Kipling will trigger the need for an interim terminal. The schedule risk at Kipling adds to the technical risk for a repair strategy.

Next Steps

The TTC has requested Metrolinx to select an approach and assume all costs, both capital and operating, for maintaining MiWay operations at Islington by April 30, 2014. The TTC requires lead time to complete detailed designs and construct the selected alternative. Any delays would require MiWay buses to vacate Islington Station bus terminal no later than the end of 2016 which coincides with the end of MiWay's current lease and would leave our services operating from the street.

MiWay Operations

MiWay operations at Islington have been impacted by the loss of two bays at the Islington bus terminal. Although the TTC is monitoring the slab, the potential exists for the loss of more bays prior to the availability of an interim or repaired facility. MiWay staff are preparing route reduction plans. Once prepared, these will be shared with TTC staff as operations may have to move onto the street. The existing 14 MiWay routes would have to be reduced considerably by consolidating routes at transfer points within Mississauga and running fewer routes more often into Islington. This additional transfer would add 15 – 30 minutes to a daily commute that may already involve 2 or more transfers.

Transfers are normally implemented to achieve route efficiency and cost control in service plans. In this case they would be forced due to a lack of capacity (bus bays and layover space) at the end terminal. This degrades the travel experience by introducing additional time and reliability concerns due to the potential for missed transfers. This causes riders to consider other options resulting in reduced ridership.

Metrolinx staff have requested that MiWay and the TTC review their requirements to minimize the costs associated with an interim terminal. This can be achieved by offering less direct service to Islington. As the Transitway stations come on line in 2016, services can end at the Commerce station or the Renforth gateway station in 2017 and customers transfer to a single Islington bound route. This is more difficult for routes south of Eglinton due to the lack of transit facilities such as a bus loop where service can end, customers can transfer to a single Islington bound route and drivers can use washroom facilities prior to starting their return trip. MiWay infrastructure staff will look for potential sites within the City to establish these facilities.

STRATEGIC PLAN:

The eventual move of MiWay services to the Kipling inter-regional terminal will contribute to the move pillar by:

- Building a reliable and convenient system.
- Increasing transportation capacity.

Regrettably, the delay in this move will trigger additional costs and in the short term reduce reliability and capacity unless timely intervention occurs.

FINANCIAL IMPACT:

Metrolinx is willing to consider reasonable costs for the work required at Islington. If the capital costs of an interim terminal or a repair strategy at Islington plus any incremental operating costs are covered by Metrolinx the financial impact should not be significant. If service reduction plans are required transit revenue losses can be expected but these are undetermined at this time.

CONCLUSION:

MiWay's operations at Islington cannot move to the planned inter-regional terminal at Kipling until late 2019. Extensive and technically risky repairs are required at Islington in order to operate beyond 2016 or the construction of an interim facility will be necessary. MiWay staff are preparing route reduction plans in the event of early failures or project delays. The TTC have asked Metrolinx to select an option and commit to covering all costs by April 30, 2014. Metrolinx has agreed to consider reasonable costs and will work with both MiWay and TTC staff to develop a solution. MiWay staff will update Council once a solution is found.

ATTACHMENTS:

Appendix 1: Letter to Mayor McCallion from Minister Chiarelli

Appendix 2: Toronto Transit Commission Report on Islington
Station – Temporary Bus Terminal - March 26, 2014

A handwritten signature in black ink, appearing to read 'Martin Powell', is written over a horizontal line.

Martin Powell, P.Eng.

Commissioner of Transportation and Works

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

Ministry of Infrastructure	Ministère de l'Infrastructure
Ministry of Transportation	Ministère des Transports
Ministry of Municipal Affairs and Housing	Ministère des Affaires municipales et du Logement
Office of the Minister	Bureau du ministre
Ferguson Block, 3 rd Floor 77 Wellesley St. West Toronto, Ontario M7A 1Z8 416-327-9200 www.ontario.ca/infrastructure www.mto.gov.on.ca www.ontario.ca/MAH	Édifice Ferguson, 3 ^e étage 77, rue Wellesley ouest Toronto (Ontario) M7A 1Z8 416-327-9200 www.ontario.ca/infrastructure www.mto.gov.on.ca www.ontario.ca/MAH



DEC 12 2012

M2012-8016

Her Worship Hazel McCallion
Mayor
City of Mississauga
300 City Centre Drive
Mississauga, ON L5B 3C1

Dear Mayor McCallion: *Hazel*

Thank you for your correspondence to the Premier regarding the Kipling Mobility Hub. As the Minister of Infrastructure and Transportation, I welcome the opportunity to respond. I also appreciate the opportunity to have discussed this important issue with you during our lunch meeting on November 8, 2012.

I want to assure you that the province remains strongly committed to the development of a mobility hub at Kipling Station and the surrounding areas as part of Metrolinx' *The Big Move* and the City of Toronto's urban design objectives. Also, I appreciate the City of Mississauga's continuing commitment to the project, including the contribution of funding.

As you note, the project has faced considerable challenges and delays due to the project design, which included the construction of structures, including the Interregional Bus Terminal, within the hydro transmission corridor. This design included a plan to locate several structures under the transmission lines. The primary use of provincially-owned transmission corridors is the transmission and distribution of electricity. To this effect, Hydro One has policies in place that restrict the construction of new buildings and structures under transmission lines to ensure the safe and reliable transmission of electricity. We are obliged to adhere to these guidelines for safety and security reasons, both from a transmission and a public transit perspective.

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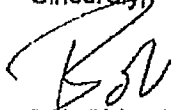
In spite of these challenges, Metrolinx has made significant efforts to keep the project moving forward. They have had to reassess the mobility hub design and are currently undertaking a technical review of alternatives that will maintain transportation connectivity in and around the Kipling Station area. As part of this review, Metrolinx explored potential alternative locations and design options near Kipling Station for the Interregional Bus Terminal that would better conform to hydro policies.

We are pleased to confirm that Metrolinx is pursuing a parcel of land owned by the City of Toronto on the west side of Kipling Avenue and the hydro corridor and north of the railway tracks (shown in the attached map). With the support of staff at the cities of Mississauga and Toronto, Metrolinx has set up a technical advisory committee that will meet on December 18, 2012, which will include staff from the City of Mississauga. Your feedback into this alternative site will be vital to ensure this project is able to proceed.

Since assuming project leadership, Metrolinx has continued to move forward in cooperation with the City of Toronto/TTC and the City of Mississauga, and I encourage the City of Mississauga to provide input in their capacity on the technical advisory committee.

I look forward to the completion of the project as soon as possible. Thank you again for taking the time to write.

Sincerely,

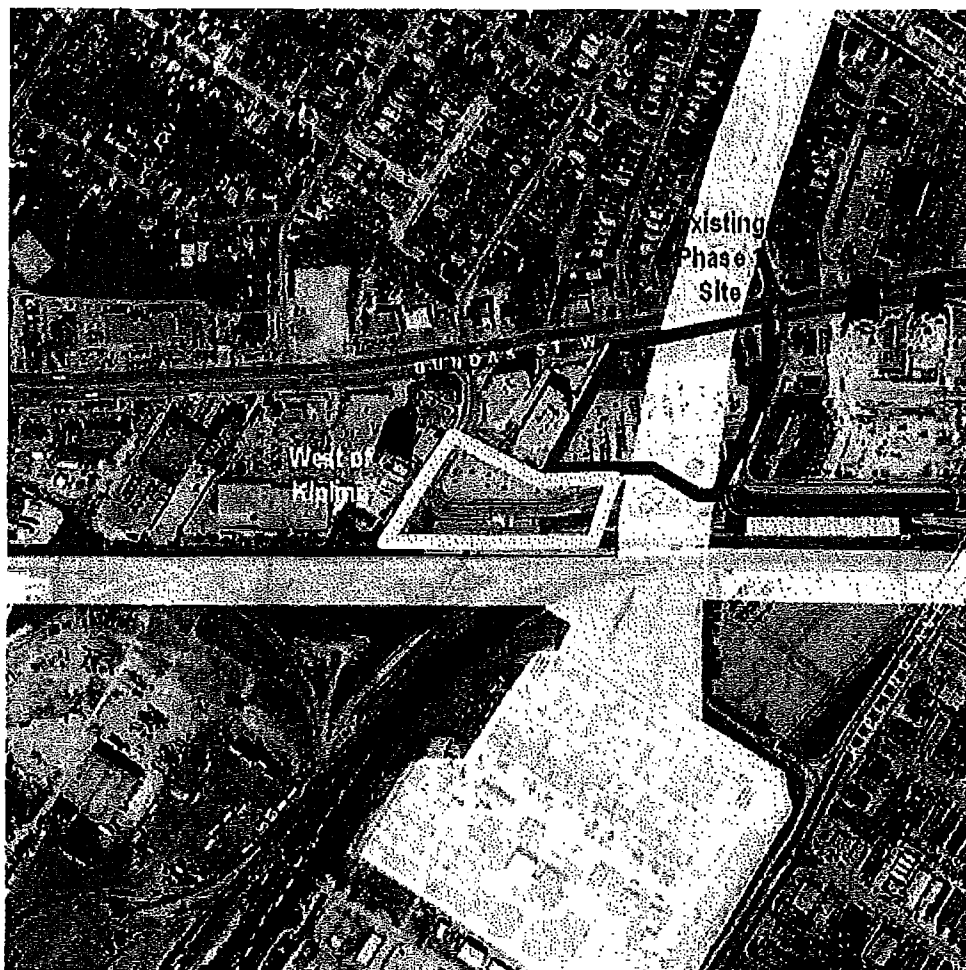


Bob Chiarelli
Minister

c: The Honourable Dalton McGuinty, Premier, Province of Ontario
Bruce McCuaig, President & CEO, Metrolinx

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**Kipling Mobility Hub
Alternative Location for the Interregional Bus Terminal**



Revised: March/13

TORONTO TRANSIT COMMISSION REPORT NO.

MEETING DATE: March 26, 2014

SUBJECT: ISLINGTON STATION – TEMPORARY BUS TERMINAL

ACTION ITEM

RECOMMENDATION

It is recommended that the Board:

1. Request Metrolinx to provide a funding commitment by April 30, 2014 for their preferred method of maintaining MiWay bus operations at Islington Station, based on the following alternatives and associated risks as described in this report:
 - a. A temporary bus terminal for MiWay buses on the Islington Station lands, with an estimated service life of 10 years, a capital cost of approximately \$20 million and annual costs for commuter parking revenue losses plus related operating commitments; or
 - b. Structural shoring of the existing bus terminal, with an estimated service life of 4 years and a capital cost of approximately \$10 million;
2. Request the City of Toronto to provide assistance in expediting any required approvals for Metrolinx's preferred method of maintaining MiWay bus operations at Islington Station in consideration of the urgency of addressing the issue of public safety;
3. Forward this report to the City of Mississauga; and
4. Forward this report to the Metrolinx Board and to the Ministry of Transportation of Ontario.

FUNDING

Funds for the work required to maintain TTC bus operations as part of the alternatives discussed in this report are available in Project 3.4 Structural Paving Rehabilitation Program, under the State of Good Repair/Safety Category as referenced in the 2014-2023 Capital Budget noted on pages 481-484, as approved by City of Toronto Council on January 29/30, 2014.

Funds for the work required to maintain MiWay bus operations at Islington Station are being requested from Metrolinx as outlined in this report.

BACKGROUND

In considering the Report titled "Islington Station – Temporary Bus Terminal", the Board, at its November 18, 2013 meeting, adopted the following:

1. Note that:
 - a. owing to ongoing deterioration of the concrete slab underneath the bus terminal at Islington Station, it must be closed for repairs within three years or less;
 - b. the current bus terminal is very busy, and is used by three TTC routes and fourteen Mississauga Transit (MiWay) bus routes, all of which will likely have to be accommodated in some alternative arrangement when the terminal is closed;
 - c. the closure of the bus terminal will require that a temporary bus terminal be constructed in the area adjacent to the current bus terminal;
 - d. TTC staff will report back in February 2014 on the property requirements, cost estimate and funding sources for the temporary bus terminal at Islington Station;
2. Formally advise the City of Toronto and Build Toronto that the TTC may require the use of some portion of the lands at 3326 Bloor Street West and 1226 Islington Avenue for the temporary bus terminal, the extent, scope and duration of which will be determined in consultation with all parties;
3. Request the City of Mississauga to formally confirm by December 15, 2013 that they require accommodation for MiWay buses in the temporary bus terminal beginning in January 2017, and to advise if they agree in principle to a cost-sharing agreement for the design and construction of this temporary terminal;
4. Request Metrolinx to provide a firm schedule for the construction of the Kipling Mobility Hub regional bus terminal at Kipling Station; and
5. Forward this report to the Ministry of Transportation of Ontario.

DISCUSSION

MiWay and Metrolinx Communications

At its meeting on December 11, 2013, the City of Mississauga Council resolved that accommodation for MiWay buses in a temporary terminal at Islington Station is required beginning in January 2017, based on the fact that Metrolinx will not be able to provide a new inter-regional bus terminal at Kipling Station prior to that time. However, it is the City of Mississauga's position that any costs attributable to MiWay for the design and construction of a temporary terminal at Islington Station are the responsibility of the Province. This position was communicated to the Premier of Ontario, the Minister of Transportation and the CEO of Metrolinx.

In a January 30, 2014 letter, Metrolinx has advised that they are continuing to pursue the implementation of a new inter-regional bus terminal at Kipling Station as quickly as possible. However, while progress is being made, they will not have this facility in place prior to late 2019.

Temporary Bus Terminal

Following the Board's direction, in late November 2013 TTC staff held meetings with various stakeholders to develop and refine the requirements for the temporary bus terminal. These stakeholders included Build Toronto, MiWay, City of Toronto Transportation Services Division, City of Toronto Planning Division, and various TTC Departments. Through these meetings, the following key requirements were agreed to guide the development of temporary terminal options:

- Provision of 6 busbays and 9 layover spaces for MiWay buses;
- Provision of 3 busbays and 2 layover spaces for TTC buses;
- No impact to bus operations during construction;
- Maintenance of the existing Passenger Pick Up and Drop Off facility;
- Passenger transfers to the subway concourse are weather protected and do not conflict with bus movements;
- All passenger platforms must be outside the Hydro One lands; and
- Sufficient land with access from Bloor Street West must be provided to meet Build Toronto's commitments for a temporary sales center for Tridel Developments in support of surplus land redevelopment.

A long list of alternative concepts was developed and reviewed for compliance with the above key requirements. The selected concept is a perimeter terminal design located adjacent to the existing bus terminal as shown in the attached Figure 2.

Under this concept, all MiWay buses operate within the new temporary terminal while all TTC buses operate in the southern portion of the existing Islington bus terminal located off of the structural slab. Therefore, all design and construction costs for the temporary terminal concept would be attributable to MiWay, and in turn the Province.

The order of magnitude construction cost estimate for the temporary bus terminal is significant at over \$20 million. The construction of the temporary terminal would also require the closure of the Islington (Main) commuter parking lot, resulting in the loss of 534 parking spaces. This results in a potential under capacity of approximately 225 spaces at Islington Station without considering the loss of the Cordova parking lot. Any operating expenses associated with the parking lot (Hydro One license fee, property taxes, etc.) would have to be assumed by Metrolinx to keep the TTC whole.

While the temporary bus terminal is achievable, given the high estimated costs of this option for addressing the safety concerns at the Islington Station bus terminal, the various stakeholders felt it prudent to develop a further alternative as described below.

An Alternative Approach

Metrolinx has indicated that they are continuing to pursue the implementation of a new inter-regional bus terminal at Kipling Station, which would house all MiWay buses currently operating at Islington Station, and that this could be completed by late 2019.

This prompted the investigation of a different approach to address the immediate safety concerns at Islington Station not involving the construction of a temporary bus terminal. A preliminary scope is being developed for this approach to allow the continued use of the existing bus terminal beyond 2016 by taking the following actions:

- Provide extensive shoring of the existing concrete slab by installing structural steel posts and beams;
- Undertake structural repairs in key areas of the concrete slab; and
- Carry out monthly inspections of the shoring and concrete slab over the entire period that the concrete slab remains in use as a bus transfer area.

The construction and engineering feasibility of this approach needs to be confirmed as the scope becomes more refined.

The intent of this approach would be to keep the existing terminal operational until late 2019 at which time MiWay bus operations would be moved to Kipling Station. An order of magnitude estimate for this approach is in the range of \$10 million. Under this approach the two northernmost bus bays of the existing bus terminal would remain closed due to the current extent of structural deterioration.

While this approach is potentially less costly than constructing a temporary bus terminal, it carries with it much uncertainty and risk. The deterioration rate of the concrete slab cannot be predicted, and could accelerate in the future. In this event, the structural steel shoring could no longer be effective at extending the life of the concrete slab and the bus terminal would have to close. Also, while Metrolinx aspires to have the new inter-regional bus terminal at Kipling Station open in 2019, environmental assessment approvals and detailed designs are not in place for this facility. Any delays in approvals, or complications during design or construction would make the delivery of this facility within five years very difficult to achieve.

The associated risk with this approach could result in MiWay buses being forced to move from the Islington bus terminal with no alternative location available. This will impact both MiWay and TTC customers. MiWay staff, in consultation with TTC Service Planning, are developing a service reduction plan to address this possibility, including predicted impacts on ridership.

Next Steps

Whether the temporary terminal or the structural shoring is selected to address the safety issues at Islington Station, it is clear that the vast majority of the costs are associated with maintaining MiWay bus operations. The City of Mississauga has resolved that these costs should be the responsibility of the Province, owing to the delay in Metrolinx providing a new inter-regional

terminal at Kipling Station. Furthermore, the risks associated with the structural shoring alternative have potential significant impacts on MiWay operations.

Given these facts, TTC staff have concluded that the decision on which alternative should be pursued to address the safety issues at Islington Station must be made by Metrolinx in consultation with MiWay. Metrolinx must undertake its own cost-benefit analysis of these alternatives considering the potential risks and in recognition of the fact that this investment will not contribute directly to the long term solution of the inter-regional bus terminal at Kipling Subway Station. MiWay staff are in agreement with this conclusion.

It is therefore recommended that Metrolinx be formally requested to provide TTC with a decision on a preferred approach, and to provide a firm commitment for the funding of the selected approach. Due to the lead time required to complete detailed designs and construct the selected alternative, Metrolinx must provide a response by April 30, 2014. Therefore, any further delay in receiving a decision from Metrolinx could result in TTC requiring MiWay buses to vacate the Islington Station bus terminal no later than 2016.

JUSTIFICATION

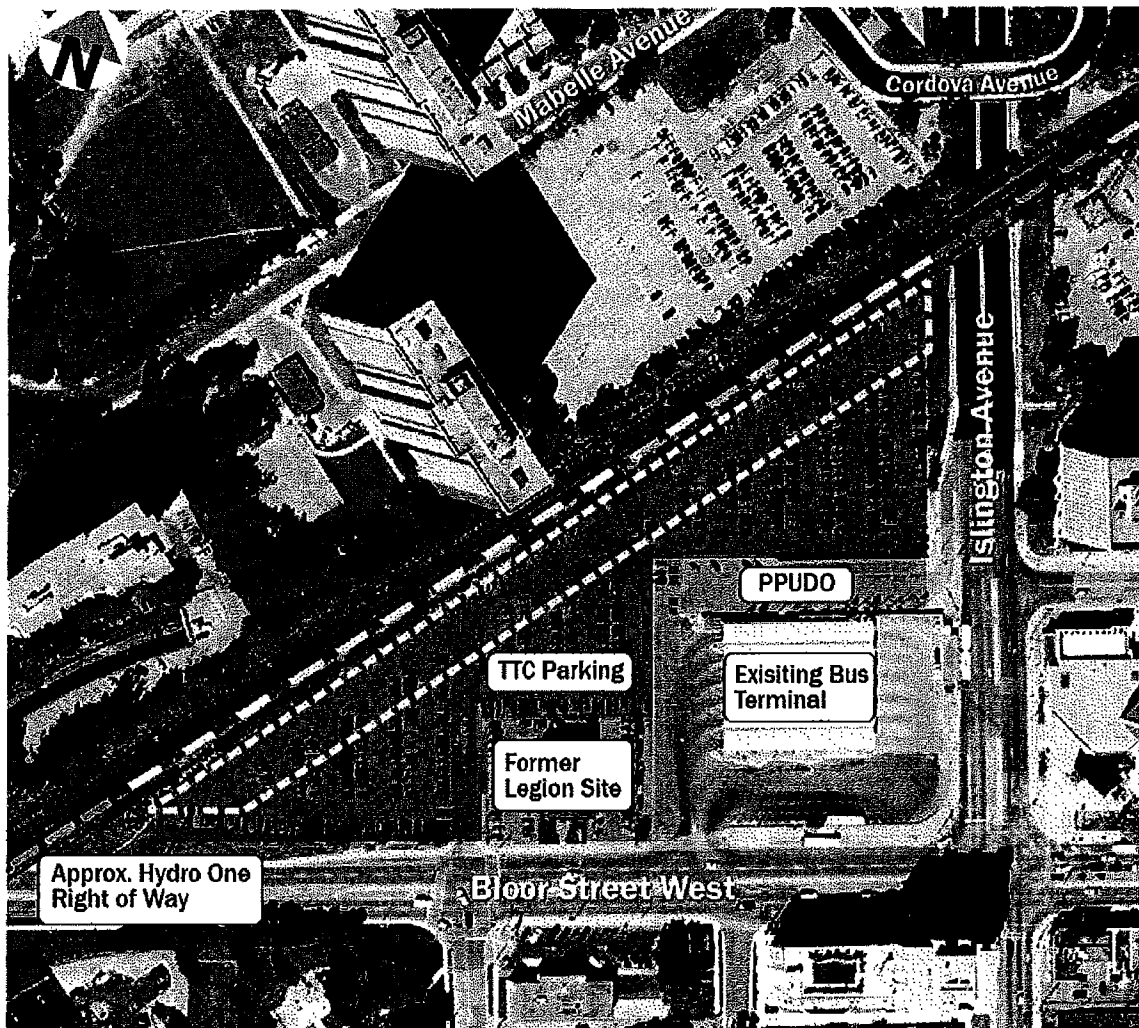
The deteriorated structural condition of the existing bus terminal at Islington Station requires a decision on a mitigation strategy no later than April 30, 2014.

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Figure 1 – Islington Station Existing Site Layout
Figure 2 – Temporary Bus Terminal Concept

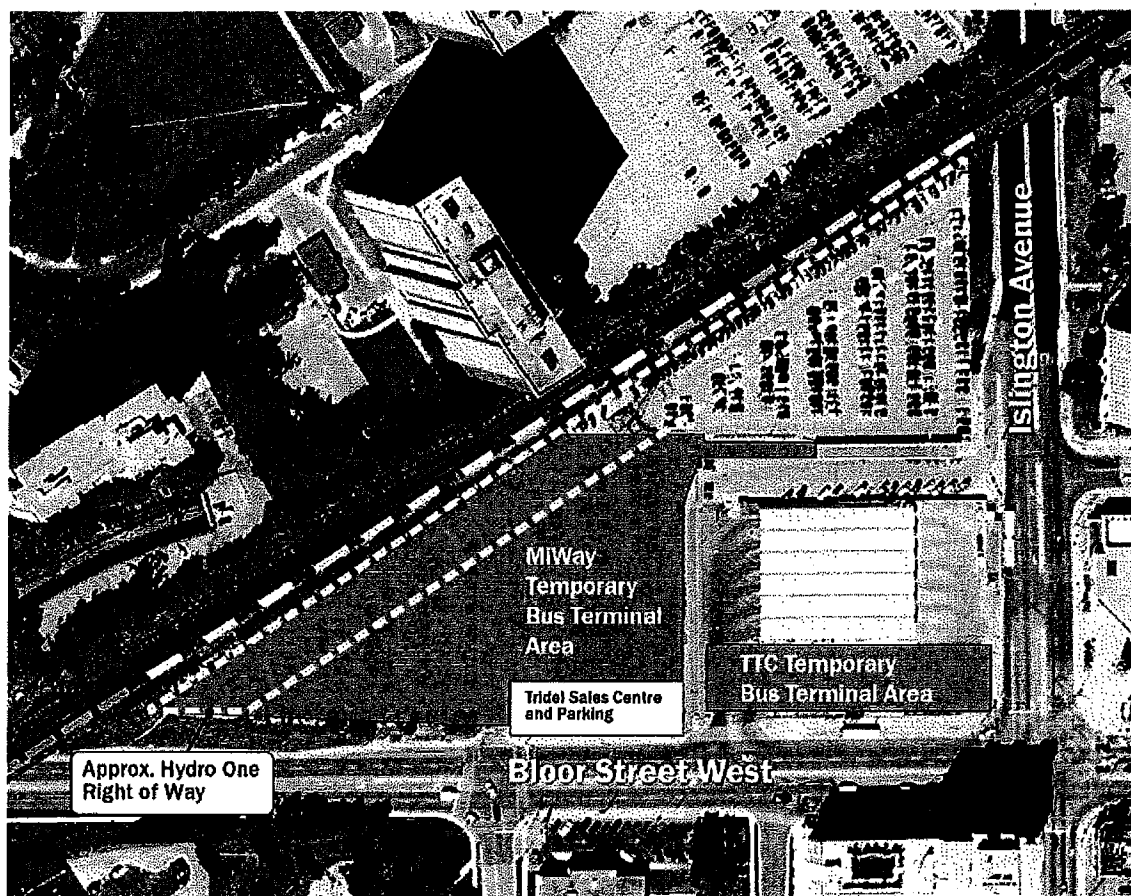
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Figure 1 – Islington Station Existing Site Layout



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Figure 2 – Temporary Bus Terminal Concept





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7.

DATE: March 28, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: Transit By-law – Student Fare Definition Changes

- RECOMMENDATION:**
1. That a by-law be enacted to amend the Transit By-law 425-2003, as amended, to include additional regulations with respect to student fare changes as outlined in the report from the Commissioner of Transportation and Works dated March 28, 2014.
 2. That Legal Services be authorized to make an application to the Ministry of the Attorney General for set fines under Part 1 of the *Provincial Offences Act*.

**REPORT
HIGHLIGHTS:**

- That the Transit By-law 425-03 be amended to include the new student fare categories.
- Two student fare categories include: 1. High School 2. Post-secondary (including registered private career colleges).

BACKGROUND: The City of Mississauga Transit By-law 425-03, as amended (the "Transit By-law") was created in October 2003 to deal with regulations regarding the conduct on or about transit property as well as fares and payment on transit vehicles.

The Transit By-law was reviewed and amended in September 2007 and May 2013 to better address transit safety and provide guidelines to educate, inform and enforce transit safety and to reflect the new fare technology for MiWay customers and staff.

COMMENTS:

As approved in the MiWay 2014 Fare Strategy Report, a new post-secondary student category was established and approved. There are now two student categories which include a High School Student category and post-secondary fare category.

MiWay's high school student fare category consists of the following: High School being in Grades 9-12 or ages of 13-19 years. The post-secondary student category will include those students attending a recognized post-secondary institution and effective May 1, 2014, will also include students attending a private career college (educational institutions registered under the *Private Career Colleges Act*).

A review of the information in Transit By-law 425-2003, as amended indicates that the current Transit By-law requires an update to reflect the changes to the student categories (Appendix 1- By-law 425-03 updated).

In addition to the above revisions, there is an update to the short wording to reflect the two student categories. These provisions cannot be enforced when required without the short wording unless issuing a summons to court. Updated short wording is essential for our Transit Enforcement team to issue a Provincial Offences Notice when an offence occurs. (Appendix 2- By-law 425-03 short wording updated).

MiWay staff are working together with post-secondary institutions and registered career colleges to ensure the successful implementation of the changes and communication of the program to customers.

STRATEGIC PLAN:

The changes to the Transit By-law contribute to the following strategic goals:

Move: Developing a transit-orientated city.

- Build a reliable and convenient transit system

Belong: Ensuring Youth, older adults and new immigrants thrive

- Ensure affordability and accessibility
- Attract and retain youth

FINANCIAL IMPACT: There is no financial impact.

CONCLUSION: The Transit By-law currently governs regulations with respect to the access and behaviour of passengers on MiWay vehicles, City property and regulations governing all fare related policy. Staff recommend that the current By-law 425-03 be amended to reflect the changes to the student fare categories.

ATTACHMENTS:

Appendix 1: The Corporation of the City of Mississauga By-law 425-03 – Updated Wording

Appendix 2: The Corporation of the City of Mississauga By-law 425-03 Short Wording- Updated



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Mary-Lou Johnston

MiWay Manager of Business Development

THE CORPORATION OF THE CITY OF MISSISSAUGA

PART I PROVINCIAL OFFENCES ACT

BY-LAW 425-03, AS AMENDED BY BY-LAWS 373-05, 250-07, 380-07, 206-13, 239-13 AND XXX-14: THE TRAFFIC BY-LAW

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining offence	COLUMN 3 Set Fine
1	Boarding/Riding/Using bus without tendering fare.	3(1)(a)	\$120.00
2	Using/Producing a revoked, expired, fictitious, invalid or altered pass, ticket or transfer.	5(a)	\$120.00
3	Lending/Giving/Selling a transfer to someone else.	5(b)	\$120.00
4	Using/Producing a pass, ticket or transfer issued to someone else.	5(c)	\$120.00
5	Using/Producing a pass or ticket being used by another person at same time.	5(c)	\$120.00
6	Failing to show entire pass to operator.	7(1)(a)	\$120.00
7	Failing to retain pass as proof of payment on transit vehicle.	7(1)(b)	\$120.00
8	Failing to show pass to Transit Supervisor or Enforcement Officer upon request.	7(1)(c)	\$120.00
9	Failing to produce for inspection senior's pass bearing signature of pass holder and Mississauga Transit photo identification card.	7(2)(a)	\$120.00
10	Failing to provide documentary proof that student pass holder is a High School student.	7(4)	\$120.00
11	Failing to provide documentary proof that student pass holder is a	7(5)	\$120.00

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining offence	COLUMN 3 Set Fine
	Post-Secondary student.		
12	Handling/Operating bus or part of bus mechanism or equipment.	9	\$245.00
13	Handling/Operating transportation system equipment or devices.	9	\$245.00
14	Riding/Standing/Holding on to exterior of transit vehicle.	10(1)	\$120.00
15	Leaning out of/Projecting body, or a part of body, outside transit vehicle or beyond perimeter of platform.	10(2)	\$120.00
16	Boarding/Leaving transit vehicle other than by designated doors.	10(3)	\$120.00
17	Boarding/Leaving or attempting to board/leave transit vehicle against instructions provided by transit vehicle operator, supervisor or by-law enforcement officer.	10(4)	\$245.00
18	Attempting to cause damage to bus, bus shelter or other public transportation vehicle or property.	11	\$245.00
19	Littering on any public transportation system property, transit vehicle or bus shelter.	12(1)(a)	\$120.00
20	Activating any emergency alarm or device, or using any emergency telephone, on any public transportation system property, transit vehicle, or bus shelter.	12(1)(b)	\$245.00
21	Cause disturbance or engage in illegal activity on any public transportation system property, transit vehicle or bus shelter.	12(1)(c)	\$245.00
22	Smoking/Carrying lighted cigar, cigarette, or pipe on any public transportation system property, transit vehicle, or bus shelter.	12(1)(d)	\$120.00
23	Consuming alcohol/carry open alcohol on any public transportation system property, transit vehicle, or bus shelter.	12(1)(d.1)	\$120.00

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining offence	COLUMN 3 Set Fine
24	Selling/Attempting to sell any newspaper, magazine, merchandise, or any other article or thing, on any public transportation system property, transit vehicle, or bus shelter.	12(1)(e)	\$120.00
25	Distributing any pamphlet or literature on any public transportation system property, transit vehicle, or bus shelter.	12(1)(e)	\$120.00
26	Soliciting members of the public for any purpose on any public transportation system property, transit vehicle, or bus shelter.	12(1)(e)	\$120.00
27	Wearing/Using roller blades, in line skates, ice skates, or skateboarding on any public transportation system property, transit vehicle, or bus shelter.	12(1)(f)	\$120.00
28	Bringing a bicycle on transit vehicle contrary to instructions from transit operator.	12(1)(g)	\$120.00
29	Occupying a position that interferes or likely to interfere with safety of transit operator or safe operation of transit vehicle.	12(1)(g.1)	\$120.00
30	Acting in a manner that interferes or likely to interfere with operation of any part of transit vehicle.	12(1)(g.2)	\$120.00
31	Bringing on transit vehicle an article which obstructs the aisle, prevents a seat from being used, or hinders the safety of other passengers.	12(1)(h)	\$120.00
32	Bringing any explosive, flammable, or toxic material, or any dangerous weapon, on any public transportation system property, transit vehicle or bus shelter.	12(1)(i)	\$245.00
33	Bringing any dog not leashed and muzzled or contained in a cage on any public transportation system property, transit vehicle, or bus shelter.	12(1)(j)	\$70.00
34	Bringing any animal not a dog that could cause a disturbance or a nuisance or threaten the safety of any other person on any public transportation system property, transit vehicle, or bus shelter.	12(1)(j)	\$70.00

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining offence	COLUMN 3 Set Fine
35	Playing a musical instrument on any public transportation system property, transit vehicle, or bus shelter.	12(1)(k)	\$120.00
36	Operating any radio, transmitting or receiving device, tape recorder, or similar, without using earphones, on any bus, bus shelter, or other public transportation vehicle or property.	12(1)(k)	\$120.00
37	Failing to be fully clothed at all times on any public transportation system property, transit vehicle, or bus shelter.	12(1)(l)	\$120.00
38	Failing to wear shoes at all times on any public transportation system property, transit vehicle, or bus shelter.	12(1)(l.1)	\$120.00
39	Spitting on any public transportation system property, transit vehicle, or bus shelter.	12(1)(m)	\$120.00
40	Failing to comply with order given by Enforcement Officer.	12(1)(o)	\$245.00
41	Using profane, indecent, abusive, foul, insulting, or obscene language in/upon any public transportation system property, transit vehicle, or bus shelter.	12(1)(p)	\$120.00
42	Operating an unauthorized vehicle on City of Mississauga transit property.	17	\$120.00
43	Selling tickets, transit passes, any fare media – not authorised.	17.1	\$245.00
44	Failing to leave public transportation vehicle or property when ordered by Transit Supervisor or By-Law Enforcement Officer.	18	\$245.00

Note: The penalty provision for the offences indicated above is section 19 of by-law No. 425-03, as amended, a certified copy of which has been filed.

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79

A by-law to amend By-law 425-03,
being a by-law to regulate and prohibit matters
relating to bus passenger transportation systems

WHEREAS Council of The Corporation of the City of Mississauga deems it desirable to regulate and prohibit matters relating to its bus passenger transportation systems;

AND WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, enable Council to pass by-laws to regulate and prohibit in respect of matters relating to bus passenger transportation systems;

AND WHEREAS The Council of the Corporation of the City of Mississauga is desirous of amending its Transit By-law 425-03, as amended, to effect housekeeping measures;

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

1. That By-law 425-03, as amended, is hereby amended by deleting the following term and definition:

"student" means a full-time student of a school or a private school as defined in the *Education Act*, R.S.O. 1990, c. E.2, as amended, or a full-time student of a post-secondary institution established under the *Post-secondary Education Choice and Excellence Act, 2000*, S.O. 2000, c. 36, as amended, or the *Ontario Colleges of Applied Arts and Technology Act, 2002*, S.O. 2002, c. 8, as amended;

"student's pass" means a pass issued to a student but shall not include a U-Pass;

2. That By-law 425-03, as amended, is hereby amended by adding the following terms and definitions in alphabetical order:

"High School student" means a full-time student of a school or a private school as defined in the *Education Act*, R.S.O. 1990, c. E.2, as amended;

"Post- Secondary student" means a full-time student of a post-secondary institution established and authorized by an Act of the Assembly or by the Minister under the *Post-secondary Education Choice and Excellence Act, 2000*, S.O. 2000, c. 36, as amended, or the *Ontario Colleges of Applied Arts and Technology Act, 2002*, S.O. 2002, c. 8, as amended; or the *Private Career Colleges Act, 2005*, S.O. 2005, c. 28, as amended;

"student's pass" means a pass issued to a High School student or a Post-Secondary student but shall not include a U-Pass;

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3. That subsection 7(4) of By-law 425-03, as amended, is hereby deleted and replaced by the following subsections:

- (4) In addition to complying with all the requirements in subsection 7(1), the holder of a student's pass with a High School student fare rate shall provide documentary proof for inspection by the bus operator, a Transit Supervisor, or an Enforcement Office that the pass holder is a High School student.
- (5) In addition to complying with all the requirements in subsection 7(1), the holder of a student's pass with a Post-Secondary student fare rate shall provide documentary proof for inspection by the bus operator, a Transit Supervisor, or an Enforcement Office that the pass holder is a Post-Secondary student.

ENACTED AND PASSED this day of , 2014.

MAYOR

CLERK

DRAFT



Corporate Report

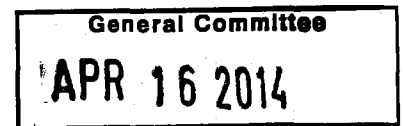
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8.

DATE: March 28, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: Amendment to Bus Procurement Contract #FA.49.692-12

- RECOMMENDATION:**
1. That the purchase of six (6) growth BRT style (Blue) forty-foot buses and one (1) replacement bus rendered inoperable from a fire, be approved.
 2. That the gross budget for 2014 Transit Growth Bus Acquisition Project (PN14-201) be increased by \$900,000 comprised of Federal Regional Gas Tax (\$864,275) plus insurance recoveries of \$35,725.
 3. That the necessary by-law be approved to increase 2014 Transit Growth Bus Acquisition Project (PN14-201) by \$864,275 from the Federal Regional Gas Tax Reserve Fund.
 4. That the Purchasing Agent be authorized to amend the Contract with New Flyer Industries Canada ULC, in the amount of \$3,497,970, before HST, for the purchase of the additional 7 buses

**REPORT
HIGHLIGHTS:**

- That the purchase of seven (7) BRT style (Blue) forty-foot buses be sole sourced to New Flyer Industries Canada ULC.

BACKGROUND:

The purpose of this report is to seek approval for the purchase of six (6) growth buses and one (1) replacement bus.

As part of the 2014 Budget, Council approved the acquisition of six (6) growth BRT style (Blue) forty-foot buses to expand the total size of the City's fleet. Total approved funding for these buses is \$3.0 million.

During 2013, a fire in a forty-foot bus rendered it unusable. This bus was originally acquired in 2003 and was scheduled for replacement in 2017. As the City is self-insured, the reimbursement is the unamortized cost of \$35,725. The \$35,725 will be posted to PN 14-201 and will help to offset the cost of the replacement bus.

During 2013, staff prepared a request for proposal (RFP) for the purchase of 14 – forty-foot buses and New Flyer Industries Canada ULC was the successful bidder. A previous RFP for forty-foot buses was prepared in 2010. This included 35 buses in 2010 plus an additional eight (8) buses in 2011. This RFP was also awarded to New Flyer Industries Canada ULC.

COMMENTS:

Transit would like to replace the destroyed bus as part of the new growth buses scheduled to be purchased in 2014. Staff recommends that this bus replacement be moved up to 2014. This bus will be funded from the associated Federal Gas Tax funding offset by the \$35,725 insurance recovery.

The buses are forty-foot Bus Rapid Transit (BRT blue) style clean diesel low floor transit buses. These buses are heavy-duty low floor single deck buses with a distinctive style incorporating the most recent modernized bus design available in the marketplace. The windows are seamless in style giving the entire bus a "frameless" single body glazing appearance.

Based on the City's historical trends of awarding these buses to New Flyer Industries Canada ULC as a vendor and since the purchase of seven buses is relatively small, the procurement approach staff

recommends is that the seven (7) buses be purchased by extending the existing contract (#FA.49.692-12) with New Flyer Industries Canada ULC.

Purchasing By-law 374-06, Section 18 (2) Amendments (d) for amendments to High Value Acquisition Commitments, requires Council approval if the value of the amendment is over \$1,000,000.

STRATEGIC PLAN:

This bus procurement change order supports developing a transit-oriented city and continued growth in the bus fleet, including BRT style buses, which collectively will contribute to building a reliable and convenient system and increase transportation capacity.

FINANCIAL IMPACT:

The total cost of the seven buses is approximately \$3.9 million. This is comprised of approximately \$3.6 million including the HST portion which is not subject to a rebate, for buses, plus \$0.3 million for equipment such as:

- radios;
- fare boxes;
- presto equipment; and
- iBus and automatic passenger components.

The previous New Flyer Industries Canada ULC contract (FA.49-692-12) totaled \$463,424 per bus. New Flyer has agreed to extend the 2013 purchasing contract with an average 8% or \$36,286 increase per bus for a total cost per bus of \$499,710. This increase is due to foreign exchange (7%) and inflation (1%). These figures do not include the 1.76% non-rebate portion of the HST.

The largest component of the bus cost increase relates to the foreign exchange. Over the last year or so, the Canadian dollar has been dropping relative to the United States (US) currency. Today, approximately, \$1.12 Canadian dollars would be required to acquire \$1.00 US. As approximately 75% of the bus components are manufactured in the United States, the 7% foreign exchange increase is reasonable.

The inflation increase of 1% is relatively small and appears reasonable.

The revised total cost of the seven (7) buses is estimated at approximately \$3.9 million. As shown in the following table, the 2014 Transit Growth Bus Acquisition project (PN14-201) has an approved budget of \$3.0 million. Additional funding of \$900,000 will be required from the Federal Gas Tax Reserve Fund of \$864,275 plus insurance recoveries of \$35,725 for the one bus rendered inoperable from the fire.

(\$ Dollars)	PN 14-201*	Additional Funding	Revised Funding
Gross Costs	3,000,000	900,000	3,900,000
Insurance Recovery	-	(35,725)	(35,725)
Net Costs	3,000,000	864,275	3,864,275

* Funding: Development Charges – Transit \$2.46 million and Federal Gas Tax \$0.54 million

CONCLUSION:

To ensure that the Transit service plan continues, the 2014 bus purchase needs to be increased from six (6) to seven (7) buses to compensate for the one that was destroyed by fire. The budget for the 2014 Transit Growth Bus Acquisition project (PN14-201) will be increased by \$900,000 funded from the Federal Gas Tax and recoveries from the insurance reimbursement.

A change order on the existing New Flyer Industries Canada ULC (FA.49-692-12) contract will be revised to include seven (7) buses forty-foot buses at a total cost of \$3,497,970, not including equipment costs or the portion of HST not subject to rebate.


Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Donna Herridge

Manager, Finance – Transportation and Works



Corporate Report

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9.

DATE: April 2, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: Mississauga Intelligent Transportation Systems for Transit
(MITST), Contract Amendments Including Radio Integration
File Ref: Procurement No. FA.49.598-08

RECOMMENDATION: That the Purchasing Agent be authorized to amend and execute the existing Mississauga Transit MITST (iBus) Purchase Order (contract) No. 4500333956 and related contract documents for Trapeze Software Group Inc. to add new requirements including Radio Integration which must be achieved by December 31, 2014 for a net increase value of \$2,712,181.25.

**REPORT
HIGHLIGHTS:**

- This report provides an update on the MITST project scope and status including a description of next phases, one of which is the replacement/upgrade of the radios to comply with the police/fire/emergency and non-emergency multi-agency radio communications systems (VCOM radio network).
- Authority is requested for the Purchasing Agent to negotiate and execute 2014 contract amendments for various goods and services including Maintenance and Support for the next five (5) years and radio integration.
- Implementation of radio integration by December 31, 2014, is essential to comply with the VCOM project requirements.

BACKGROUND:

In 2008, the City called for proposals for the supply of an intelligent transportation system under one IT systems platform, known as "MITST". The nature and complexity of the project is such that the work or methods, the level of effort and detailed line items could not be precisely described in advance. Hence, the RFP requested proposals based on a high level scope of work which set out a ten year plan to guide the development and implementation of the system as funding, resources, logistics and technologies allowed. The contract was awarded to Trapeze Software Group Inc. (originally called Continental Automotive Canada Inc.).

The financial arrangements were based on detailed outlines of the 'requirements' (quantities, line items and prices) projected to be required over five phases. The first phase ("Automated Next Stop Announcements" system) represented a hard/firm commitment while the remaining phases were soft, i.e. subject to funding approval, adjustments to the requirements as the development and implementation processes unfolded and, satisfactory price negotiations with the vendor.

A key first objective was to fulfill the Human Rights Tribunal expectation to immediately deliver automated next stop announcements. The full scope includes the following functionalities:

- Automated next stop announcements
- Automated next bus arrival
- Automated passenger counters
- Bus camera and emergency alarms
- Radio integration
- On-street monitoring and control
- "Real-time" information feed
- Bus systems monitoring
- Garage management

The purpose of this report is to provide updated information on the MITST project but more importantly, to obtain authority to amend the supply contract to reflect updated requirements, the most critical of which is the requirement to replace and integrate upgraded radios to comply with the VCOM radio communications system standard for public agencies in Peel. Appendix 1 describes functionality.

COMMENTS:Scope/Status Update for MITST Project

The *automated next stop announcements* have been in operation since Spring 2010 and in January of this year the external announcements were enabled; as a result MiWay is fully compliant with on-street AODA (*Access for Ontarians with Disabilities Act*) requirements ahead of the 2016 deadline.

The *automated passenger counters* (APC) are already installed in all 2012 and 2013 buses and the data collection, validation, and modelling is well under way.

The *bus cameras and emergency alarms components* support MiWay's activities to provide a safe travel experience for customers and operators; the video from the bus cameras has proven a valuable resource for the evaluation of incidents and are regularly used by Peel Regional Police. The emergency button technology was enhanced with a self-diagnostic function that automatically issues an email to alert Control and maintenance that service is required; as a result Control exchanges a bus with a faulty emergency button and maintenance response is accelerated thus significantly decreasing the possibility of a bus being in service with a malfunctioning emergency button.

Garage Management and Real Time Integration are planned for Q2, 2015.

Updates to Current Contract:

As stated in the Background information, requirements for phases 2-5 are subject to change as implementation takes place.

New Requirements:Maintenance & Support (M&S)

The original commitment included an amount for M&S applicable up to December 31, 2014 however formal 'acceptance' of the system occurred later than planned. As a result, the original commitment amount for M&S will be replaced with a new commitment to be negotiated to cover the next five (5) years beginning in September 2014.

Corporate Services IT Radio Replacement Project & Transit Radio Integration for MITST

City radios must be upgraded and replaced by the end of 2014. Works Operations and Maintenance, Enforcement as well as Parks and Recreation have already been upgraded under the VCOM Project, with Corporate Security and Mississauga Transit following in the second half of 2014. The radios are funded separately as part of the VCOM project.

The radio replacement project will integrate the radio system with MITST; as a result, the current communication functionality will be enhanced from one-on-one communication (Transit Control to a bus), to multiple and selected groups, this means that all buses on a route or in a geographical area can simultaneously receive same voice announcements and/or communicate with Control, thus reducing network chatter and enabling the division of work and supervision at Transit Control.

Detailed requirements and commercial terms, from Proof of Concept, to Radio Integration, to installation, have been obtained from Trapeze. These requirements are the core of the 2014 contract amendments that must be approved to meet VCOM deadline.

Purchasing By-law Authorization

The recommendation in this report is made in accordance with Schedule A of the Purchasing By-law items 1(b)(xi) which states that a single source procurement method may be applied when, "a need exists for compatibility with, or for the maintenance and support of a City Standard and there are no reasonable alternatives, substitutes, or accommodations".

Transit, Corporate IT, Legal and Materiel Management staff are collaborating to establish the detailed project information, negotiate the final arrangements and charges with Trapeze, and prepare the requisite forms including the contract amendments.

STRATEGIC PLAN: The MITST project contributes to the City's Strategic Pillar, Move, because it increases service reliability through the provision of tools to pro-actively manage schedule adherence, re-balance service and through delivery of accurate and seasonally adjusted travel times which are the core of the service plan.

FINANCIAL IMPACT: The financial impact of all the changes made to date, plus the changes necessary to complete 2014 requirements which include the radio integration goods and services is as follows:

Current Commitment Value: \$17,397,912.46

Deletion of 5 year Maintenance and Support to 2014: (\$1,755,592.80)

2014/15 Maintenance and Support estimated cost: \$2,415,162.00

Order #10 Non-revenue vehicle surveys: \$36,527.55

Order #11 Non-revenue vehicle equipment: \$648,120.67

Order #12 Radio integration: \$1,014,201.06

15% Contingency on new orders: \$353,762.77

Total Revised Commitment: \$20,110,093.71

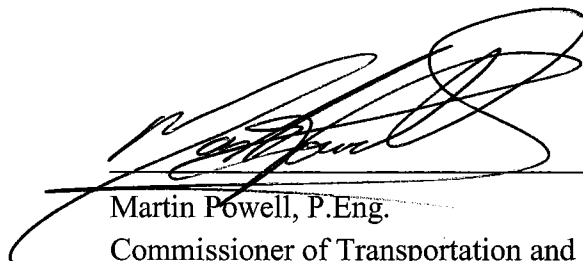
Net increase value: \$2,712,181.25, included in already approved capital and operating funding.

CONCLUSION: The MITST project has successfully allowed the City to comply with all AODA requirements. Under MITST, MiWay has consolidated all the technology used to support on-street services.

Since contract start-up, the details have been continuously updated to reflect detailed design improvements, additional vehicles have been added for growth, some costs have gone up, and some have been eliminated. For 2014, the scope must recognize the integration of transit radios which are part of the VCOM communications system and which must be accomplished by December 31, 2014.

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ATTACHMENTS: Appendix 1: MITST Functionality Update



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Fermin Pico, MiWay Manager of Business Systems

APPENDIX 1

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MITST Functionality Update:

All functionality is based on a bus controller which relies on GPS to stamp records with location, time, and date; the devices are centrally managed by a single application and the data output stored in a single structured data warehouse.

The *automated next stop announcements* have been in operation since spring 2010 and in January of this year the external announcements were enabled; as a result MiWay is fully compliant with on-street AODA (access for Ontarians with Disabilities Act) requirements ahead of the 2016 deadline.

The *automated next bus arrival signs* are ready for deployment on the Transit Way terminals and opportunities for signs at Sheridan and Humber College are being entertained.

The *automated passenger counters* (APC) are already installed in all 2012 and 2013 buses and the data collection, validation, and modelling is well under way. For APC data to be significant for statistical inference large sets of data collected over extended periods of time is required and upgrade to existing storage infrastructure will be implemented in the summer of 2014.

The *bus cameras and emergency alertness components* support MiWay's activities to provide a safe travel experience to customers and operators; the video from the bus cameras have proven a valuable resource for the evaluation of incidents and are regularly used by Peel Police. The emergency button technology was enhanced with a self-diagnostic function that automatically issues an email to alert Control and maintenance that service is required; as a result Control exchanges a bus with a faulty emergency button and maintenance response is accelerated thus significantly decreasing the possibility of a bus being in service with a malfunctioning emergency button.

The use of the AVL (automated vehicle locator) application is well established for basic *on-street monitoring and control*. Customer Service benefits from access to information on the exact location of buses on the road to provide customer care and to investigate customer issues. Operations use the information to enhance their employee performance program and Service Planning has successfully used the data to increase the accuracy of the travel times estimates.

The radio replacement project will be used as an opportunity to integrate the radio system with MITST; as a result the current communication functionality will be enhanced from one on one communication (Control to a bus) to multiple and selected groups, this means that all buses on a route or on a geographical area can simultaneously receive same voice announcements and/or communicate with Control, thus reducing network chatter and enabling Operation's division of work and supervision at Control.

The predictive algorithm that dynamically predicts arrival times and is the basis of "*Real-Time*" information is enabled. The remaining steps are integration with Hastus, definition of operational procedures for updates, and upgrade to the application TransitMaster.

Garage management is the last component of MITST. Garage Management, planned for summer 2015, automates vehicle dispatch and monitors bus fleet utilization and availability.



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10.

DATE: March 6, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: **Contract Renewal for HAZE FM Broadcast
At City Centre Transit Terminal (CCTT) (Ward 4)**

- RECOMMENDATION:**
1. That a by-law be enacted to allow the Transit Division to enter into a no-fee, three-year service agreement, renewable annually at the City's discretion up to a maximum of two additional years, with Whiterock Media Inc. to continue to broadcast the HAZE FM internet radio service at the City Centre Transit Terminal.
 2. That Legal Services be authorized to prepare an agreement satisfactory with IT services and the Transit Division.

**REPORT
HIGHLIGHTS:**

- Whiterock Media Inc. has broadcast its HAZE FM online radio service at the City Centre Transit Terminal since 2011.
- HAZE FM has communicated public service announcements about MiWay services at no monetary cost during the partnership.
- Seventy-four per cent (74%) of MiWay customers are satisfied with the radio broadcast at the City Centre Transit Terminal.

BACKGROUND:

In 2011 MiWay entered into a pilot project with Whiterock Media Inc. to broadcast the HAZE FM internet radio service at the City Centre Transit Terminal (200 Rathburn Road).

HAZE FM is a Mississauga-based internet radio station (<http://hazefm.ca/>) that offers “easy listening music.” Prior to the pilot project, the broadcast heard at the transit terminal was 98.1 CHFI “Toronto’s Perfect Music Mix.”

The Port Credit Arena also broadcasts the HAZE FM as part of a separate pilot agreement that began in 2012.

MiWay is currently in the third renewal of the “Internet Radio Services Pilot Agreement (Transit)” that expires on May 31, 2014.

COMMENTS:

The City Centre Transit Terminal is MiWay’s busiest transit terminal with about 22,400 weekday boardings, 11,700 Saturday boardings and 7,900 Sunday boardings. It is also a key station in the first phase of the future Mississauga Transitway.

The transit terminal has played radio over its sound system for years as a service to transit customers. The volume is set at an appropriate level so that customer service at the MiWay Information and Ticket Booths is not impacted.

TheHazeFm.ca reaches up to 50,000 listeners each day and is Mississauga’s only 24-hour English radio station, according to the company’s media kit. However, a new 960 AM radio station dedicated to Mississauga and Peel is scheduled to launch by early 2015, according to a recent Mississauga Business Times article.

Whiterock Media Inc. has broadcast its HAZE FM online radio service at the City Centre Transit Terminal since 2011. Public service announcements about MiWay services have been communicated on HAZE FM at no monetary cost during the partnership.

The company’s IT equipment is setup in a secure area with restricted access at the transit terminal.

The equipment and setup must adhere to specifications outlined by the City's IT Division. The City's IT security infrastructure setup does not allow the internet radio broadcast to be streamed through the City's network.

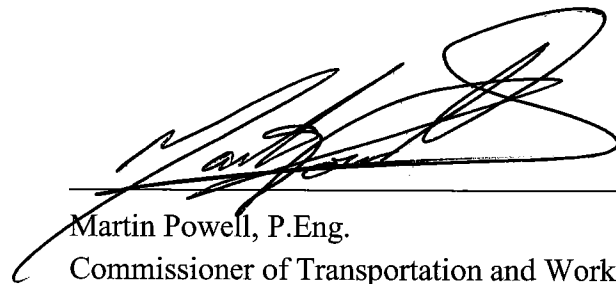
Seventy-four per cent (74%) of MiWay customers are satisfied with the radio broadcast at the City Centre Transit Terminal, according to MiWay's 2013 customer satisfaction survey results.

FINANCIAL IMPACT: There is no financial impact to the City to renew the Transit Division's Internet Radio Services Agreement with Whiterock Media Inc.

Whiterock Media Inc. is responsible for all payments owed to rights-owners and their copyright collectives, including but not limited to SOCAN and Re:SOUND.

CONCLUSION: The HAZE FM internet radio broadcast provides ambient music at the City Centre Transit Terminal.

Extending the partnership through a no-fee, three-year agreement, renewable annually at the City's discretion up to a maximum of two additional years, will continue this service at the transit terminal while offering flexibility should the City's business needs change.



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Ryan Cureatz, MiWay Marketing Manager



Corporate Report

Clerk's Files

Originator's
Files

DATE: March 26, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: **Car Share Service Pilot Project – Final Report**
Procurement # FA.49.374-14

- RECOMMENDATION:**
1. That a transition of the car share service pilot project to an on-going service for City employee and general community use be approved as outlined in the Corporate Report from the Commissioner of Transportation and Works dated March 26, 2014.
 2. That the Purchasing Agent be authorized to execute an agreement with AutoShare Inc., to the satisfaction of the City Solicitor, that would see car share services for City Divisions continue to be provided in the Downtown for a period of two (2) years commencing April 1, 2014, with the option of three one-year renewal terms.
 3. That the Transportation and Works Department work with Materiel Management, Legal Services and all participating Divisions to review the car share service and associated contract on an annual basis.

**REPORT
HIGHLIGHTS:**

- A two-year car share service pilot project was introduced in April 2012 with services provided by AutoShare Inc.

- 15 City divisions have used the car share service during the pilot.
- 561 trips were taken using car share service by 50 City employees.
- 1,213 trips were taken using car service by 168 community members.
- 89,203 total combined kilometers were driven by all car share users.
- \$24,475 was the total cost incurred by the City for the provision and business use of car share services.
- Two (2) additional vehicles (at no additional cost to the City) will be added in Mississauga by the spring of 2014 for a total of five (5) vehicles.
- On-street parking for car share vehicles will continue to be provided to car share service providers at no charge.

BACKGROUND:

The population in the City of Mississauga is expected to grow to 812,000 by 2031, and the downtown area is fast becoming home to tens of thousands of residents, employees and students. The City of Mississauga has made a commitment to nurture the evolution of a liveable, compact, accessible, sustainable downtown centre, and in response, there is a desire to further reduce parking demand in the downtown.

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

To encourage and support City employees and residents in the downtown to reduce personal vehicle use, the City introduced a Car Share Service Pilot Project in April 2012. Given the large concentration of high density residential buildings in the downtown, Civic Centre and other office uses, the potential for car sharing to encourage more people to take transit, carpool, walk and/or cycle more often is significant.

The objectives of the 'pilot project' are summarized as follows:

Short-term

- Compliment introduction of paid parking;
- Market test for car-sharing in downtown Mississauga;
- Provide fleet vehicle alternative for City employee business travel; and
- Support Smart Commute program goals.

Long-term

- Maximize transit investments; and
- Support land development and population density vision.

COMMENTS:

The car share service was introduced in April 2012 and is provided by AutoShare Inc. (AutoShare). The service allows registered members to book a nearby vehicle, unlock it with a membership smart card and later return the vehicle to the same parking space. Two vehicles were initially stationed on-street in the downtown on Burnhamthorpe Road West and Living Arts Drive. One of the vehicles was designated for exclusive City employee use from Monday to Friday between the hours of 8:00 a.m. and 6:00 p.m., and the cost for using the service is calculated based on trip duration (hourly) and distance driven (km).

On-street parking that is currently allocated to the car share service operator and any subsequent additional parking required to accommodate an expansion of the car share fleet in the downtown will continue to be provided at no charge. This arrangement will be reviewed by the Transportation and Works Department on an annual basis and/or as required.

The car share service provides City employees that become registered members of AutoShare with access to an automobile for business use under the City (division) corporate account, and City employees can also access an automobile for personal use under their own personal account (the cost of using the service for personal use is paid for by the city employee).

In addition to the promotion of City employee use for business and personal reasons, access to the car share service has also been actively

promoted to people living, working and studying in the broader downtown community. A comprehensive program of communication, advertising and marketing, designed to increase general public membership in the car share service has been and will continue to be delivered by AutoShare in collaboration with the City, Smart Commute Mississauga and other community partners.

As the Mississauga downtown and other key development areas continue to transform and grow, there is an increasing desire by the City's Planning Department and land development industry to include car share services for large scale office and residential developments. The Transportation and Works Department will continue to provide support to the Planning Department concerning the inclusion of transportation demand management (TDM) and associated car share service policies and parking management best practices within appropriate development projects.

Over the course of the pilot project, employee and community use of the service use was monitored on a monthly basis. In addition to monitoring City employee use of the service, monthly reports have been prepared and reviewed that summarize car share service paid for by the community, expressed as total individuals using the service, hours used, vehicle kilometres travelled and total fees billed.

As anticipated, community use of the car share service continues to grow. An indication of the continued growth in the use of the service was the addition of an additional vehicle in April 2013 and AutoShare has indicated they intend to further expand their Mississauga fleet by an additional two (2) automobiles in the spring of 2014, bringing the total AutoShare fleet in Mississauga up to five (5) passenger automobiles.

Below is a summary of car share service use during the pilot project period – from April 1, 2012 to February 28, 2014:

	Trips	Kilometers	Hours
City Use	561	16,185	1,725
Community Use	1,213	73,018	6,458
Combined Usage	1,774	89,203	8,183

Next Steps

It is recommended that the car share service transition from a pilot project to an on-going service for City employee and general community use. A renewed agreement with AutoShare will be prepared for a period of two (2) years, with the option of three one-year renewal terms, since at this time there are no other companies offering car share services in the downtown. During this period, if market conditions were to change, the City will review its contract with AutoShare to evaluate the value of competitive car share services procurement.

There are two important changes to the contractual arrangements between the City and AutoShare as we transition from the pilot program:

- Car share vehicle 133 will no longer be exclusively available to City employees (M-F) from 8:00 a.m. to 6:00 p.m.; and
- The City will no longer be obligated to pay a guaranteed minimum amount for the service and will pay only for actual car share use for business travel by City employees. Based on the original contract terms and the actual revenues/usage the City will save approximately \$490 per month.

STRATEGIC PLAN:

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

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

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

The other associated principle is to “Adopt parking strategies that support urban design excellence, foster economic growth and implement transportation demand management”. The 2009 Downtown Parking Strategy also calls for “A City supported auto sharing service” as of one the recommended Transportation Demand Management (TDM) initiatives.

FINANCIAL IMPACT: The purpose of the Car Share Service Pilot Project was to establish an economic indicator of business viability. The minimum financial commitment by the City to AutoShare per month was established at \$1,150. If the Community and City had total monthly revenue in excess of \$1,500 per vehicle then the guaranteed financial commitment would be reduced. Based on actual revenues/usage, the City guaranteed costs were reduced to an average of \$490 per month.

Under the proposed new terms of the contract, the City will no longer pay a guaranteed minimum amount for the service and will pay only for actual car share use for business travel by City employees. The City will be offered the AutoShare government rate of \$7.75 per hour that includes fuel and insurance and new City employee members can register free of charge.

The table below summarizes all costs associated with the provision and use of car services from April 1, 2012 until February 28, 2014.

Use until Feb. 28, 2014	Amount Billed
Actual City Usage	\$13,135
Guaranteed Minimum	\$11,340
Total City Costs	\$24,475

The cost of providing the service will continue to be administered by the Transportation and Works Department through the approved annual budget of up to \$20,000 (23471-715350). With the addition of 2 additional vehicles and City promoting using the car share service for business travel by City employees, it is anticipated that usage costs will increase and the approved budget will need to be re-evaluated in the future.

CONCLUSION:

The start-up of a car share service in the downtown area has become an important strategic investment for the City as it evolves towards a liveable, compact, accessible, sustainable downtown, and aims to further reduce parking demand. Use of the service by fifty (50) City employees and one hundred and sixty-eight (168) community members reached 1,774 trips and AutoShare's intention to add two (2) additional vehicles to their local fleet indicates that people value this transportation service; and further that it compliments numerous strategic City priorities related to land use, parking management, public transit and overall community sustainability.

For people living, working and studying in the Downtown the service provides them with an alternative to traditional automobile ownership with the aim of reducing total urban driving, supporting a reduction in household vehicle ownership, and increasing walking, cycling and the use of public transport.

As the pilot project concludes and transitions to an on-going service, the Transportation and Works Department and Auto Share, with support from Corporate Communications, will continue to promote and vigorously market the service across the entire downtown community. The department will also work with City divisions to position the car share service as a means to encourage alternative commute modes to the private drive-alone vehicle.



Martin Powell, P.Eng.

Commissioner of Transportation and Works Department

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



Corporate Report

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12.

DATE: April 7, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: Single Source Contract Award for the Supply and Delivery of
Sign Sheeting Materials Manufactured by 3M Canada
(Procurement FA.49.278-14)

- RECOMMENDATION:**
1. That 3M Canada be established as a single source vendor for the supply and delivery of sign sheeting materials used in traffic sign fabrication.
 2. That the Purchasing Agent be authorized to execute the appropriate forms of commitment to 3M Canada, as required, for a period of five (5) years from May 1, 2014 to April 30, 2019. Funding is approved in 2014 and over the next four (4) years is subject to Council approval through the annual Budget.

BACKGROUND: The Traffic Engineering and Operations Section from the Transportation and Works Department has been purchasing high performance products that are manufactured by 3M Canada for use in traffic sign fabrication for over 25 years. The products purchased include vinyl, laminate and reflective sheeting materials that provide for bright visible road signs.

3M Canada's sheeting products are of top quality that meet/exceed Ministry of Transportation Ontario (MTO) standards for sign retro-reflectivity. 3M Canada recognizes the City's Traffic Sign Shop as a certified sign fabricator, thus allowing the City to purchase materials

directly from 3M Canada, thereby avoiding higher prices from third party distributors.

Sign sheeting materials are available from a limited number of suppliers throughout the Greater Toronto Area; however, other materials have been tested by the City and found to be unsatisfactory for high performance sign applications based on durability and workability. The issues are related to quality of adhesive material, inability to apply solvent inks, and fading. Such materials are utilized in other lower grade sign applications.

COMMENTS:

Throughout the year, the Traffic Section orders sign sheeting materials, as required, in order to fabricate roads signs for use throughout the City. The sheeting material required to manufacture these signs must adhere to Ministry of Transportation Ontario (MTO) standards for retro-reflectivity and will be required for the foreseeable future.

The high performance materials manufactured by 3M Canada meet all MTO standards and meet the requirements of the Traffic Engineering and Operations Section with respect to durability and workability. No other vendor provides materials that meet both of these requirements.

The Purchasing By-law 374-2006 provides for single source awards such as this wherein it states, in Schedule A 1. (a) *The Goods and/or Services are only available from one supplier by reason of: (iv) the complete item, service or system is unique to one vendor and no alternative or substitute exists within Canada.*

Therefore, it is recommended that 3M Canada be established as a single source vendor for the supply and delivery of vinyl, laminate and reflective sheeting materials, as required, for a period of five (5) years from May 1, 2014 to April 30, 2019. Funding is approved in 2014 and over the next four (4) years is subject to Council approval through the annual Budget. Acceptable discounts from published list pricing for the sign sheeting materials are to be negotiated annually by the City through Materiel Management.

FINANCIAL IMPACT: An annual allocated upset limit of \$95,000 dollars will be required over the course of the five (5) year period for an estimated total contract value of \$475,000.

Funds for this purpose are available from the annual operating account 1-715801-23978 (Sign Manufacture/Replacement/Installation). Funding is approved in 2014 and over the next four (4) years is subject to Council approval through the annual Budget.

CONCLUSION:

The Traffic Engineering and Operations Section from the Transportation and Works Department purchases materials from 3M Canada for use in sign fabrication and will require these materials for the foreseeable future, as a single source procurement.

It is therefore recommended that 3M Canada be established as single source vendor for the supply and delivery of sign sheeting materials it manufactures for a period of five (5) years from May 1, 2014 to April 30, 2019. In addition, it is recommended that the Purchasing Agent be authorized to execute the appropriate forms of commitment to 3M Canada, as required.

ATTACHMENTS:

Appendix 1: Scope of Work



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Paul Hutchison, C.E.T.

Assistant Supervisor, Traffic Maintenance

The Corporation of the City of Mississauga
Supply and Delivery of Sign Sheeting Materials
Procurement FA.49.278-14

Scope of Work

The scope of work includes the supply and delivery of high performance sign sheeting materials that are manufactured by 3M Canada. The products include vinyl, laminate and reflective sheeting materials and are itemized as follows:

Product	2013 Price	Unit
Scotchcal™ Series 3470 Graphic Marking Film	\$0.68	SQFT
7725 White, Black, Transparent, Matte White	\$1.03	SQFT
CW80 Series – Engineer Grade Work Zone	\$1.23	SQFT
ElectroCut™ Film Series 1170	\$1.68	SQFT
All Other Series 680CR Colours	\$4.13	SQFT
3924 – Diamond Grade™ Fluorescent Orange	\$4.08	SQFT
4084 Diamond Grade™ DG ³ Fluorescent Orange	\$4.22	SQFT
4000 Series Diamond Grade™ DG ³ – Standard Colours	\$4.50	SQFT
4081 Diamond Grade™ DG ³ Fluorescent Yellow	\$4.50	SQFT
4083 Diamond Grade™ DG ³ Fluorescent Yellow Green	\$4.50	SQFT
3930 Series – High Intensity Grade Prismatic	\$1.65	SQFT
880I Transparent Process Colours Series	No charge	GAL
990 Transparent Process Colours Series	No charge	GAL
880N Transparent Process Colours	No charge	GAL



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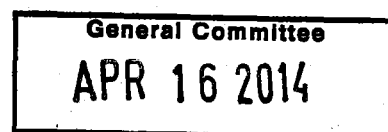
13.

DATE: March 25, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

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

SUBJECT: Bid Submission for 2016 Ontario Summer Games



- RECOMMENDATION:**
1. That the Commissioner of Community Services be authorized to submit a bid to host the 2016 Ontario Summer Games to the Sport Alliance of Ontario (SAO) on behalf of The Corporation of the City of Mississauga;
 2. That three (3) members of Council be appointed to the 2016 Ontario Summer Games Steering Committee.

**REPORT
HIGHLIGHTS:**

- Staff was directed by Council to submit a letter of intent to the Sport Alliance of Ontario (SAO) and establish a Bid Committee to develop a detailed operating plan for the 2016 Ontario Summer Games.
- A municipal contribution of \$519,780 is required to support the Games. At this time, it is recommended that funding would be provided through approved Operating Budget, redeployment of complement from the closure of Meadowvale Community Centre and the Sport Hosting Account.
- The event satisfies several key objectives in the Sport Tourism Strategy, the Sport Plan, Youth Plan, and the Culture Master Plan.

BACKGROUND:

At the Council meeting of July 3, 2013 Council received a report entitled "Letter of Intent and Bid Submission for the 2016 Ontario Summer Games" from the Commissioner of Community Services. In that report, Council authorized the Commissioner of Community Services to submit a conditional letter of intent to the SAO to bid for the Ontario Summer Games and to establish a Bid Committee.

Hosting the Ontario Summer Games will attract more than 3,500 participants including athletes, coaches, managers, officials, media and spectators. The Games are expected to generate more than \$4.5 million in economic benefits to the City with over 6,000 hotel room nights required to house the Games family.

A letter of intent was submitted to the SAO and accepted on February 10, 2014. The Bid Committee was established in October 2013. The Bid Committee's primary purpose was to review the preliminary budget and formalize a detailed operating budget which included validating expenses related to accommodation, sport venues, food service and transportation and confirming revenue targets. The Bid Committee was chaired by Clara Grassia, Sport Events Coordinator. Staff from Parks and Forestry and Recreation served as working members along with support from the Mississauga Sports Council, Mississauga Toronto West Tourism and Mississauga MY Games. Councillor Crombie, Councillor Dale and Councillor Fonseca were appointed advisors to the Bid Committee.

COMMENTS:**GAMES OPERATING BUDGET**

The Bid Committee completed a review of the revenues and the operating expenditures required to host the 2016 Ontario Summer Games. The validation of the budget estimates includes a review of City of Toronto and Sudbury final Games' reports. It also includes an extensive local pricing exercise to ensure the budget reflects local context. The Bid Committee's final budget of \$1,604,780 will be included in the Bid Submission due May 9, 2014 to the SAO (Final Budget attached as Appendix 1).

- The budget accounts for a 2% year over year inflationary cost increase to ensure cost certainty in 2016. The budget also incorporates a \$100,000 contingency.

- MiWay will be responsible for the Games transportation. MiWay offers charter services at council approved rates between \$175-\$200 per hour (2014 rates) depending on bus size. These rates include provision for the recovery of both operating and capital costs so that MiWay services are not unfairly competing with commercial transportation service providers. The operating component estimated to be in the range of \$120-\$125 (system average) for 2016. Subject to Council approval the MiWay service costs for the Ontario Summer Games have been calculated without capital cost recovery and the operating cost used is at the low end of the expected range or \$120 per hour regardless of bus type.
- Accommodation and food expenses are higher in Mississauga as a result of needing to house more athletes and officials in hotels, then in the City of Toronto's large inventory of school residences.
- Venue costs, registration and ticket revenues reflect in the number of sport events offered. The 2016 Ontario Summer Games bid book outlines 22 sport events a decrease of six (6) events from the anticipated event line-up. The final venue locations are outlined in Appendix 2.
- The Bid Committee lowered the sponsorship estimate of \$461,000 which staff do not believe can be achieved a year after the Pan Am Games. The stated target of \$200,000 is more aligned with actual sponsorship targets achieved in other municipalities.
- As part of the bid, a municipal investment of \$519,780 is required to ensure the Games have a balanced budget and does not run a deficit. At this time, staff recommend that the \$519,780 be funded through a combination of internal one-time operating budget savings and one-time reserve funding. If the bid is successful, final funding will be approved as part of the 2015 and 2016 Operating Budget.

GAMES ORGANIZING COMMITTEE

The Ontario Summer Games requires a Games Organizing Committee (GOC). The GOC oversees the day to day planning and execution of

the Games and includes a voluntary Chair, General Manager and 12 sub-committee chairs.

It is recommended that a Steering Committee be established to oversee all operational aspects of the Games including the GOC. The Steering Committee will be comprised of three (3) appointed Members of Council and staff representatives from Recreation, Culture, Transit, Communications, Finance and Parks and Forestry. Stakeholder representatives will include the Sports Council, Mississauga Toronto West Tourism, SAO representative, the GOC Chair and General Manager.

The first order of business for the Steering Committee will be to identify and recruit local leaders in the business and sport community to fill key positions on the GOC. A short-list of candidates for the role of GOC Chair has been identified through the Bid Committee and Council referral. The Steering Committee will interview these candidates and formulate a recommendation for Council endorsement in May 2014.

TIMELINES

The final bid document for the Games will be completed by April 30, 2014 and submitted to the Sport Alliance of Ontario on May 8, 2014. The competition for the Games is expected to be strong as five (5) other municipalities have submitted letters of intent to host the 2016 Ontario Summers Games. If the City of Mississauga is chosen as one of the three (3) finalists, site visits will be scheduled in June 2014 followed by the announcement of the successful host community in August 2014. Proposed dates for Mississauga to host the Games are August 11-14, 2016.

STRATEGIC PLAN:

Hosting the Ontario Summer Games support the strategic pillars Belong, Connect and Prosper of "Our Future Mississauga". Reaching out to the sport communities to support the Games through volunteerism connects residents and communities, providing them new experiences and learning opportunities. The Games satisfies recommendations in the Sport Tourism Strategy to seek "multi-discipline sport events that showcase Mississauga's premiere facilities and parks to sport governing bodies", and adds to Mississauga's experience as a host of major sports events.

The event will provide development opportunities for youth in sports promoting life-long physical activity thus satisfying important objectives of Mississauga's Sport Plan and will "cultivate the creative and expressive potential of citizens and develop a shared, authentic cultural identity" through associated events such as the Opening Ceremonies fulfilling strategic goals of the Cultural Master Plan.

FINANCIAL IMPACT: The budget to be submitted is \$1,604,780. A municipal contribution of \$519,780 is required to ensure a balanced budget. At this time, proposed funding sources are as follows:

- \$30,000 from the 2015 Operating Budget
- \$198,000 from the 2016 Operating Budget
- \$175,000 will be funded through the redeployment of complement from the closure of Meadowvale Community Centre, and
- \$116,780 from the Sport Hosting account.

For information, the Municipality is responsible to fund 100% of operating deficits over the \$100,000 contingency budgeted.

CONCLUSION:

Following the successful hosting of the 2015 Pan Am Games, the momentum would continue to 2016 providing Mississauga even further exposure as an event friendly host community. The Games adds to Mississauga's event experience and builds a legacy of experienced volunteers and resources while expanding sport educational and leadership opportunities with a view to the pursuit of future events.

ATTACHMENTS:

Appendix 1: Final Bid Budget

Appendix 2: Final Sport Venue Locations



Paul Mitcham
Commissioner, Community Services

Prepared By: Clara Grassia, Sport Events Coordinator, Recreation

2016 ONTARIO SUMMER GAMES PROPOSED OPERATING BUDGET

Account Description	Bid Budget
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CASH**Revenues**

Ministry of Tourism Culture and Sport	\$600,000
City Support	\$519,780
Athlete Registration Fees	\$175,000
Sponsorship/Grants	\$200,000
Merchandise	\$5,000
Tourism Toronto	\$25,000
Ticket Sales	\$80,000

Total Revenue	\$1,604,780
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Expenditures

Event Administration	\$228,000
IT & Equipment	\$15,000
Promotions	\$31,000
Special Events	\$45,000
Sport Technical	\$50,720
Volunteers	\$50,000
Medical	\$10,000
Sponsorship	\$5,000
Transportation	\$110,000
Accommodation	\$433,646
Food Service	\$501,414
Security	\$15,000
Athlete Registration	\$10,000
Contingency	\$100,000

Total Expenses	\$1,604,780
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Events and Venue Locations

Sport	Potential Location
Archery	Erindale Park Area E
Ball Hockey	Hershey Centre Community Rinks
Baseball	Brickyard 1, Brickyard 2, Dobkin
Basketball	University of Toronto/Mississauga
Beach Volleyball	Chinguacousy Park, Brampton
Box Lacrosse	Erin Mills Arena
Canoe/Kayak Sprint	Welland International Flatwater Centre
Fencing	Mississauga Valleys CC
Field Hockey	Courteney Park Soccer Field
Golf	Braeben
Judo	Hershey SportZone
Karate	Frank McKecknie
Lacrosse (field)	Hershey SportZone Fields
Mountain Bike	Kelso Park, Milton
Road Cycling	Holcim Estate start
Rugby	Mississauga Valleys – Paul Gilbert Field
Sailing	Port Credit Yacht Club
Soccer	Hershey SportZone and Iceland Fields
Skeet Shooting	Hamilton Gun Club
Softball	Dunton Park
Sport Rifle	Hamilton Angling and Hunting Association
Triathlon	Jack Darling Park



Corporate Report

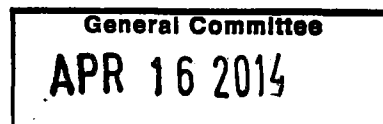
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14.

DATE: March 25, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: **Smoking Restrictions at Mississauga Celebration Square (MCS)
and the Civic Centre Precinct**

- RECOMMENDATION:**
1. That smoking be prohibited on those properties outlined in Appendix 1 comprising Mississauga Celebration Square and the area surrounding the Civic Centre and the Central Library, and that a by-law as set out in Appendix 2 of this report from the Commissioner of Community Services dated March 25, 2014 to Prohibit Smoking within City Parks and Public Spaces be enacted, incorporating the properties (Appendix 1) in Schedule A of the by-law.
 2. That Legal Services be authorized to make an application to the Ministry of the Attorney General for set fines under Part I of the *Provincial Offences Act*.

**REPORT
HIGHLIGHTS:**

- Region of Peel By-law 20-2013, prohibiting outdoor smoking in some areas, does not apply to many parts of Mississauga Celebration Square (MCS)
- Council and MCS users have expressed a desire to make Mississauga Celebration Square smoke-free
- Proposed by-law will prohibit smoking on MCS to take effect Victoria Day Weekend 2014 prior to summer events
- Communication and enforcement plan will be implemented to assist in the transition to a smoke free Mississauga Celebration Square

BACKGROUND:

On September 2, 2013 Region of Peel By-law 20-2013, which prohibits smoking in various outdoor spaces, came into effect. The by-law prohibits smoking within nine metres of entrances and exits to municipal buildings; within nine metres of outdoor recreational facilities such as sports fields and splash pads; and within nine metres of playgrounds. The by-law impacts entrances and exits at the Civic Centre and the Central Library, but does not apply throughout most of Mississauga Celebration Square (MCS). Council discussed a prohibition on smoking at MCS in June of 2011. The Region of Peel has indicated that they do not wish to amend their by-law at this point and has suggested that any additional areas for smoking prohibition should fall to the local municipality.

PRESENT STATUS:

At present smoking is permitted on MCS other than within nine metres of entrances and exits, where the Region of Peel by-law applies. Both the public and employees at the Civic Centre and the Central Library are currently smoking at various locations on the Square and outside the Living Arts Drive entrance to the Central Library. Ongoing cleanup of discarded cigarette butts represents a significant task for Parks staff and complaints have been received about concentrations of second hand smoke on the Square.

COMMENTS:

Appendix 1 shows the area where the new by-law would prohibit smoking throughout the MCS property. For Central Library it is proposed that smoking not be restricted in an area on the southwest corner of the building. This location provides shelter through an overhang, is not readily visible from the street and would be equipped with a bench and large butt receptacle. Library management is in support of this location. In addition to the Central Library location, the proposed area of restriction under the By-law would still leave the plaza area at the northwest corner of the Civic Centre outside of the MCS smoking prohibition area and a butt receptacle will be placed at this location.

Appendix 2 provides a draft of the by-law which would govern smoking in the Civic Centre Precinct. It has been drafted as a generic by-law with reference to a schedule which shows the restricted areas graphically. This will allow additional areas to be added to the by-law in future (for example, Scholars' Green Park in collaboration with Sheridan College) without having to enact a new by-law.

Staff propose that the By-law be implemented as of the Victoria Day Weekend prior to the launch of the 2014 MCS Summer Program. Following approval by Council, a communication plan will be implemented targeting City staff, event organizers, Library patrons, and public users of MCS. The message will highlight that "Mississauga Celebration Square is now smoke-free".

As with Region of Peel By-law 20-2013, enforcement will be carried out by the City's Corporate Security staff. The approach will involve education and information, followed by a warning and ticketing as a last resort. A meeting with employees of the Central Library and Civic Centre who smoke, will be held prior to the implementation of the By-law.

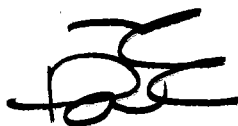
Experience with the Region of Peel By-law to date has shown education to be very effective. In addition to Corporate Security, MCS plans to use students to act as "smoking ambassadors" to distribute information about the new by-law, and all groups using the Square will be informed in advance about the changes.

FINANCIAL IMPACT: Proposed set fines associated with the By-law are shown in Appendix 3. Implementation including communication and enforcement will be funded from existing budgets.

CONCLUSION: Restriction of smoking on MCS and the Civic Centre precinct is consistent with the intent of the Region of Peel By-law 20-2013 and the expressed desire of Council. Mississauga Celebration Square is a vibrant, popular and well attended outdoor community event space which will now be smoke-free. It is recognized that to ensure compliance, reasonable accommodation of smokers who use the facilities in the area, or work at the Civic Centre and the Central Library are in place. This report proposes a by-law including non-restricted areas in proximity to MCS to accomplish this. It is recommended that the by-law attached to this report be enacted substantially as set out and attached to this report.

ATTACHMENTS:

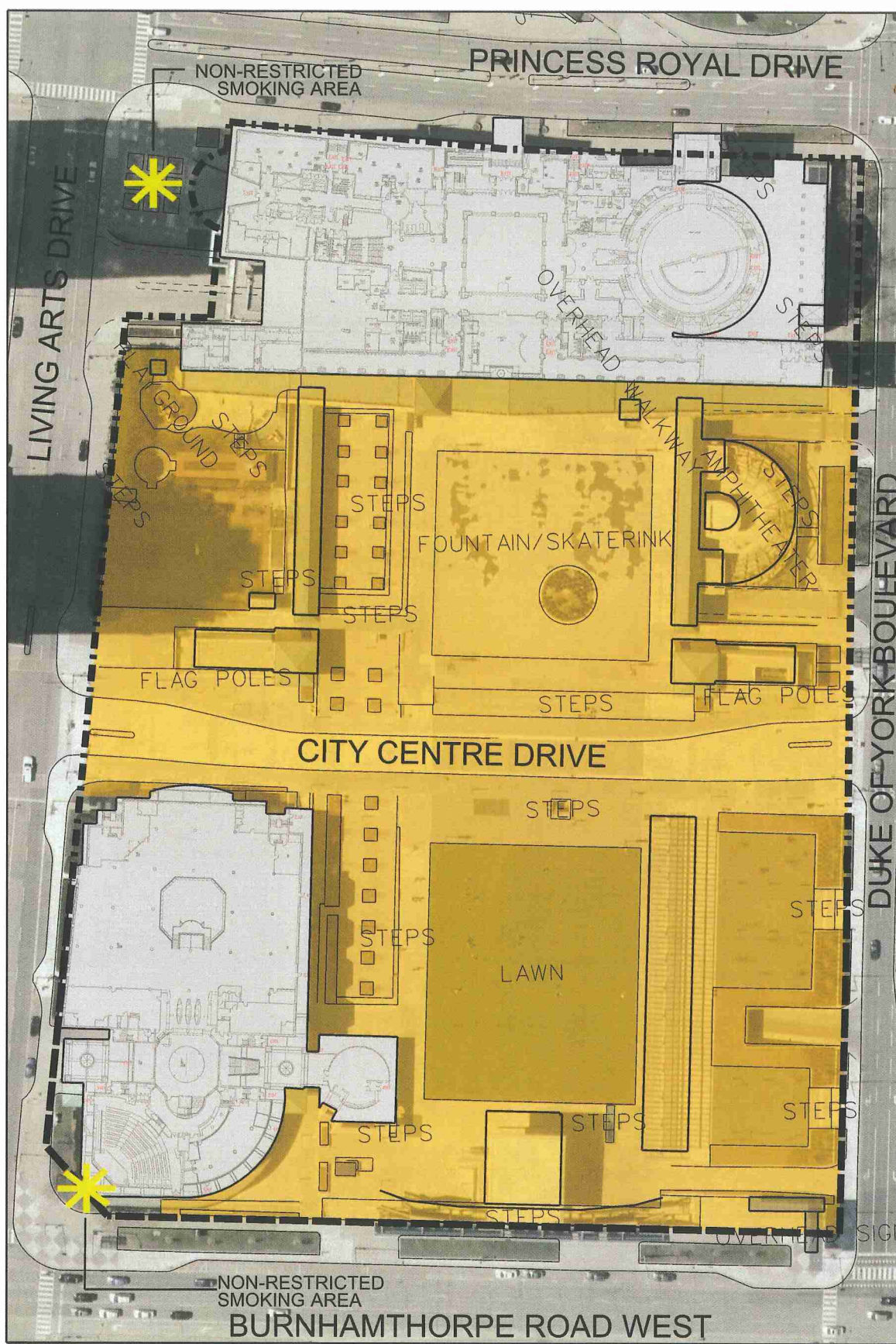
- Appendix 1: Proposed No Smoking Area on Mississauga Celebration Square and the Civic Centre Precinct
- Appendix 2: Draft By-law Regulating Smoking in the Civic Centre Precinct
- Appendix 3: Proposed Set Fines - Draft By-law to Prohibit Smoking within City Parks and Public Spaces



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

Prepared By: Andy Wickens, Manager, Parks

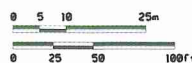
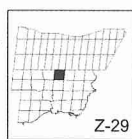
14d



 NON-RESTRICTED SMOKING AREA

PROPOSED NO SMOKING AREA
ON MISSISSAUGA CELEBRATION
SQUARE AND CIVIC CENTRE
PRECINCT

REVISED - MARCH 28, 2014



 **MISSISSAUGA**
Community Services

Produced by Geomatics, T&W

A by-law to Prohibit Smoking within City Parks and Public Spaces

WHEREAS second-hand smoke is the smoke from lighted tobacco, and there is no known safe level of exposure to second-hand smoke;

AND WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, ("*Municipal Act, 2001*") authorize The Corporation of the City of Mississauga ("City") to pass by-laws necessary or desirable for municipal purposes;

AND WHEREAS the City has the capacity, rights, powers and privileges of a natural person, and may pass by-laws for prohibiting or regulating, for purposes considered necessary or desirable including the use and protection of public assets, social and environmental purposes, the delivery of services, and for the health, safety and well-being of persons under the authority of *Municipal Act, 2001*;

AND WHEREAS subsection 115(1) of the *Municipal Act, 2001* provides that without limiting section 11, a municipality may prohibit or regulate the smoking of tobacco in public places and workplaces;

AND WHEREAS City Council wishes to prohibit tobacco smoking and limit the impact of tobacco smoke on persons using the City's parks and other public spaces, buildings and structures, particularly for the benefit of young persons, for the health of the public generally, to protect and enhance the quality and use of City property, and to improve the environmental and social conditions on City properties, buildings and structures through a by-law which prohibits the smoking of tobacco;

AND WHEREAS City Council intends to provide for enforcement and to allow prohibitions of use or entry to City property where persons fail to comply with the by-law;

NOW THEREFORE the Council of the City of Mississauga enacts as follows:

DEFINITIONS AND INTERPRETATION

1. In this By-law the following terms have the prescribed meanings unless the context otherwise requires:
 - (a) "Authorized Staff" means an Officer, or any staff of the City whose duties include those provided for or assigned under this By-law, and shall include a Director;

- (b) "Director" means the Director of Parks & Forestry, Director of Culture or the Director of Facilities and Property Management, and includes a person acting in their capacity during absence or illness, and their designate for the purposes of this By-law;
 - (c) "Medical Officer of Health" means the Medical Officer of Health for the Regional Municipality of Peel, duly appointed under the *Heath Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended;
 - (d) "Officer" means a municipal law enforcement officer appointed by the municipality, a public health inspector acting under the direction of the Medical Officer of Health or a person appointed as a Provincial Offences Officer as defined under the *Provincial Offences Act*, R.S.O. 1990, c.P33, as amended;
 - (e) "Public Space" means a park as defined under the City's Parks By-law 186-05, as amended; or other publically accessible outdoor areas owned or operated by the City of Mississauga, and the list of property, addresses, places and areas in Schedule "A" attached to and forming a part of this By-law, but does not in any case include a highway;
 - (f) "smoking tobacco" includes the holding of tobacco while the product is alight or emitting smoke, and the verb "smoke" shall include a similar meaning; and
 - (g) "tobacco" includes pipe tobacco, water-pipe tobacco, cigarettes, cigars, cigarillo's or any similar product made with or containing tobacco.
2. For the purposes of interpretation, a Public Space includes all outdoor areas in a park or property including those parts covered by water or which are located within the abutting road allowances, and includes the internal trails, paths, walkways, parking, lots and lanes for vehicular or pedestrian use, specifically including both public and restricted access portions of such property, and further this By-law applies to a person while they are within or on a vehicle within such areas.

PROHIBITION

3. No person shall:
- (a) smoke tobacco on a Public Space;
 - (b) fail to leave a Public Space after Authorized Staff has given the person notice or direction to leave for smoking tobacco on a Public Space; or
 - (c) enter or use a Public Space after Authorized Staff have prohibited the person's entry or use for smoking tobacco on a Public Space.

4. The prohibitions in section 3 above apply whether or not a "No Smoking" sign of any format or content is posted.
5. The prohibitions in section 3 above do not apply to those areas adjacent or within a Public Space, delineated as smoke permitted areas, if any.
6. The City may post "No Smoking" signs in a conspicuous location in areas where smoking is prohibited.
7. No person shall remove, cover up or alter any sign which has been posted pursuant to section 6.

ADMINISTRATION AND ENFORCEMENT

8. The Director of Parks & Forestry and the Director of Facilities and Property Management, are responsible for administration and enforcement of this By-law respectively, and may appoint delegates or assign duties to City staff under this By-law.
9. City staff who carry out any action under this By-law are deemed to be Authorized Staff for the purposes of this By-law, in the absence of evidence to the contrary.
10. A Director may issue, extend or vary a prohibition of entry or use by a person on a Public Space under this By-law, including without limiting the generality of the foregoing, making such prohibition applicable to other Public Space or making a prohibition for any term including for longer than one year, in their absolute discretion.
11. Where any person contravenes any provision of this By-law, an Officer may direct such person to comply with this By-law. Every person so directed shall comply with such direction without delay.
12. Where an Officer has reasonable grounds to believe that an offence has been committed by a person, the Officer may require the name, address and proof of identity of that person, and the person shall supply the required information.

OBSTRUCTION

13. No person shall hinder, obstruct or interfere with an Officer lawfully conducting an inspection under this By-law.

OFFENCES AND PENALTIES

14. Any person who contravenes a provision of this By-law is guilty of an offence and upon conviction is liable to a fine, and such other penalties, as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, and the *Municipal Act, 2001*, as both may be amended from time to time.

SCHEDULES

15. All schedules attached to this By-law shall form part of this By-law.

CONFLICTS, SEVERABILITY AND ENACTMENT

16. Subject to subsection 13(3) of the *Smoke Free Ontario Act, 1994*, S.O. 1994, c. 10 (the "Act"), in the event of a conflict between any provisions of this By-law and the Act, a regulation or municipal by-law that deals with smoking, the provision which is more restrictive of smoking shall prevail.
17. Should a court of competent jurisdiction declare any section, clause or provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law and it is the intention of City Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.
18. This By-law shall come into force and effect on May 1, 2014.

ENACTED AND PASSED this day of , 2014.

MAYOR

CLERK

THE CORPORATION OF THE CITY OF MISSISSAUGA

PART I PROVINCIAL OFFENCES ACT

BY-LAW XXX-14: A BY-LAW TO PROHIBIT SMOKING WITHIN CITY PARKS AND PUBLIC SPACES

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision	COLUMN 3 Set Fine
1	Smoke tobacco on a Public Space	3(a)	\$250.00
2	Fail to leave a Public Space after notice or direction to leave	3(b)	\$250.00
3	Enter or use a Public Space while prohibited	3(c)	\$250.00
5	Remove a "no smoking" sign	7	\$250.00
6	Cover up a "no smoking" sign	7	\$250.00
7	Alter a "no smoking" sign	7	\$250.00
8	Fail to provide name, address and proof of identity as requested	8	\$250.00
9	Fail to comply with a direction of an Officer	11	\$250.00

Note: The penalty provision for the offences indicated above is section 14 of by-law No. XXX-14, as amended, a certified copy of which has been filed.



Corporate Report

Clerk's Files

Originator's
Files

DATE: March 25, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: **Service Agreement Between Mississauga-Halton Local Health
Integration Network and the Corporation of the City of
Mississauga**

- RECOMMENDATION:**
1. That the Commissioner of Community Services and the City Clerk be authorized to execute and affix the Corporate Seal on behalf of the Corporation of the City of Mississauga to the Multi-Sector Service Accountability Agreement ("MSAA") with the Mississauga Halton Local Health Integration Network in a form satisfactory to Legal Services.
 2. That the Director of Recreation, or designate staff be authorized to execute and sign on behalf of the Corporation of the City of Mississauga the Declaration of Compliance and ancillary agreements as required by the MSAA in a form satisfactory to Legal Services to sufficiently allow for program operation.
 3. That all necessary by-laws be enacted.

**REPORT
HIGHLIGHTS:**

- The City of Mississauga's current agreement with the Mississauga Halton Local Network (LHIN) expires March 31, 2014.
- To continue operating and receiving funding for the Next Steps to Active Living (NSTAL) program, the City must renew the agreement.

- To ensure the City is able to submit reports and documentation in a timely manner, delegated authority is required.

BACKGROUND:

The NSTAL Program has been operating successfully at South Common Community Centre and Huron Park Recreation Centre for 14 years. The Program provides approximately 100 participants living with an acquired disability access to physical activity and fitness in order to help them retain independence in their daily living and achieve optimal health. In fact, approximately 85% of program graduates purchase a fitness membership and pursue other community recreation activities.

NSTAL is one of the Recreation Divisions Therapeutic programs and is popular with a growing number of older adult residents who experience complex physical challenges.

NSTAL operates 5 days per week and its staff work with many community agencies for referrals including Mississauga-Halton Community Care Access Centre (CCAC), Trillium Health Centre Credit Valley and GTA Stroke Network. The Program is funded by an annual grant of approximately \$240,000 from the Mississauga Halton LHIN and user fees of approximately \$35,000. Grant funding and user fees offset the cost of staff, supplies and facility use for the Program.

A condition of funding was the successful completion of program accreditation. In August 2013 the Program received a three year accreditation status from Commission on Accreditation of Rehabilitation Facilities International (CARF).

COMMENTS:

The Local Health Systems Integration Act, 2006 requires that all health service providers including municipalities that receive funding from the "LHIN" shall enter into a Multi-Sector Service.

Accountability Agreement (MSAA) with their respective LHIN. The City of Mississauga entered into a MSAA with the Mississauga-Halton LHIN in 2011 and this agreement expires March 31, 2014.

Staff have successfully negotiated a 3 year renewal. The terms of the agreement require the submission signed documents and reports as well as ancillary agreements. Delegated authority will allow the

Director of Recreation or staff as designated by the Director to submit reports in a timely manner.

STRATEGIC PLAN: The Next Step to Active Living Program aligns with the Belong pillar by strengthening individuals in our community who live with acquired physical disabilities.

FINANCIAL IMPACT: Costs associated with the delivery of the program are fully recovered through the LHIN grant and participant user fees.

CONCLUSION: The Next Step to Active Living Program is identified by participants a program that changes lives. All participants have an acquired physical disability and must learn how to become independent and re-enter the community. The MSSA ensures the City receives the funding necessary to continue the delivery of this important community program.

ATTACHMENTS: Appendix 1: Multi-sector Service Accountability Agreement
Appendix 2: Mississauga Halton LHIN Letter



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

*Prepared By: Brenda Callaghan, Community Development
Coordinator, Therapeutic Programs*

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2014 to March 31, 2017

SERVICE ACCOUNTABILITY AGREEMENT

with

**THE CORPORATION OF THE CITY OF MISSISSAUGA, THE NEXT STEP TO ACTIVE
LIVING PROGRAM**

Effective Date: April 1, 2014

Index to Agreement

ARTICLE 1.0	- DEFINITIONS & INTERPRETATION
ARTICLE 2.0	- TERM AND NATURE OF THIS AGREEMENT
ARTICLE 3.0	- PROVISION OF SERVICES
ARTICLE 4.0	- FUNDING
ARTICLE 5.0	- REPAYMENT AND RECOVERY OF FUNDING
ARTICLE 6.0	- PLANNING & INTEGRATION
ARTICLE 7.0	- PERFORMANCE
ARTICLE 8.0	- REPORTING, ACCOUNTING AND REVIEW
ARTICLE 9.0	- ACKNOWLEDGEMENT OF LHIN SUPPORT
ARTICLE 10.0	- REPRESENTATIONS, WARRANTIES AND COVENANTS
ARTICLE 11.0	- LIMITATION OF LIABILITY, INDEMNITY & INSURANCE
ARTICLE 12.0	- TERMINATION OF AGREEMENT
ARTICLE 13.0	- NOTICE
ARTICLE 14.0	- ADDITIONAL PROVISIONS
ARTICLE 15.0	- ENTIRE AGREEMENT

Schedules

A -	Detailed Description of Services
B -	Service Plan
C -	Reports
D -	Directives, Guidelines, Policies & Standards
E -	Performance
F -	Project Funding Agreement Template
G -	Compliance

THE AGREEMENT effective as of the 1st day of April, 2014

BETWEEN:

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

THE CORPORATION OF THE CITY OF MISSISSAUGA, THE NEXT STEP TO ACTIVE LIVING PROGRAM (the "HSP")

Background:

The *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement. The service accountability agreement supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems and to manage the health system at the local level effectively and efficiently.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

ARTICLE 1.0- DEFINITIONS & INTERPRETATION

1.1 **Definitions.** In this Agreement the following terms will have the following meanings:

"**Accountability Agreement**" refers to the agreement in place between the MOHLTC and the LHIN pursuant to the terms of section 18 of the Act;

"**Act**" means the *Local Health System Integration Act, 2006*, and the regulations made under the *Local Health System Integration Act, 2006*, as it and they may be amended from time to time;

"**Agreement**" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

"**Annual Balanced Budget**" has the meaning set out in subsection 4.5(b);

"**Applicable Law**" means all federal, provincial or municipal laws, regulations, common law, any orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement;

"Applicable Policy" means any orders, rules, policies, directives, or standards of practice issued or adopted by the LHIN, the MOHLTC or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the other documents identified in Schedule D;

"Board" means:

(1) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the LHIN and is:

- (a) a corporation, the board of directors;
 - (b) a First Nation, the band council; and
 - (c) a municipality, the municipal council;
- and,

(2) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and is:

- (a) a corporation, the board of directors;
- (b) a First Nation, the band council;
- (c) a municipality, the committee of management;
- (d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* and regulations made under the *Broader Public Sector Accountability Act, 2010*, as it and they may be amended from time to time;

"Budget" means the budget approved by the LHIN and appended to this Agreement in Schedule B;

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"Chair" means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

"CFMA" means the *Commitment to the Future of Medicare Act, 2004*, and the regulations made under the *Commitment to the Future of Medicare Act, 2004*, as it and they may be amended from time to time;

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule G;

"Confidential Information" means information that is: (1) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided

to the receiving Party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of the Act. Confidential Information does not include information that: (a) was known to the receiving Party prior to receiving the information from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides Notice in a timely manner of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

"Conflict of Interest" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement:

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

- (a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"Controlling Shareholder" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation;

"Days" means calendar days;

"Effective Date" means April 1, 2014;

"e-Health" means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario) and the regulations made under the *Freedom of Information and Protection of Privacy Act* (Ontario), as it and they may be amended from time to time;

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

"Funding Year" means in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is April 1 following the end of the previous Funding Year and ending on the following March 31;

"HSP's Personnel and Volunteers" means the controlling shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing, HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review;

"Interest Income" means interest earned on the Funding;

"MOHLTC" means the Minister of Health and Long-Term Care or the Ministry of Health and Long-Term Care, as is appropriate in the context;

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, the Act or the CFMA;

"Party" means either of the LHIN or the HSP and "Parties" mean both of the LHIN and the HSP;

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the *Excellent Care for All Act, 2010*;

"Performance Factor" means any matter that could or will significantly affect a Party's ability to fulfill its obligations under this Agreement;

"Project Funding Agreement" means an agreement in the form of Schedule F that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in Schedule A;

"Reports" means the reports described in Schedule C as well as any other reports or information required to be provided under the Act or this Agreement;

"Review" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of the Act or this Agreement, but does not include the annual audit of the HSP's financial statements;

"Schedule" means any one of, and "Schedules" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

- Schedule A: Description of Services
- Schedule B: Service Plan
- Schedule C: Reports
- Schedule D: Directives, Guidelines and Policies
- Schedule E: Performance

Schedule F: Project Funding Agreement Template
 Schedule G: Compliance

"Service Plan" means the Operating Plan and Budget appended as Schedule B; and

"Services" means the care, programs, goods and other services described in Schedule A and in any Project Funding Agreement executed pursuant to this Agreement.

"Services" includes the type, volume, frequency and availability of the care, programs, goods and other services.

- 1.2 **Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include all genders. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0- TERM AND NATURE OF THIS AGREEMENT

- 2.1 **Term.** The term of this Agreement will commence on the Effective Date and will expire on March 31, 2017 unless terminated earlier or extended pursuant to its terms.
- 2.2 **A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of subsection 20(1) of the Act and Part III of the CFMA.
- 2.3 **Notice.** Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of the CFMA.
- 2.4 **Prior Agreements.** The Parties acknowledge and agree that all prior agreements for the Services terminated on March 31, 2014. Notwithstanding the foregoing, Project Funding Agreements that by their terms continue beyond March 31, 2014 remain in effect.

ARTICLE 3.0- PROVISION OF SERVICES

- 3.1 **Provision of Services.**
- (a) The HSP will provide the Services in accordance with, and otherwise comply with:
- (1) the terms of this Agreement, including the Service Plan;

(2) Applicable Law; and

(3) Applicable Policy.

- (b) When providing the Services, the HSP will meet the performance standards and conditions identified in Schedule E.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) Unless the HSP is a community care access centre, the HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

- (a) The Parties acknowledge that, subject to the provisions of the Act, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 e-Health/Information Technology Compliance The HSP agrees to:

- (a) assist the LHIN to implement provincial e-health priorities for 2013-15 and thereafter in accordance with the Accountability Agreement, as may be amended from time to time;

- (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by the MOHLTC, eHealth Ontario or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be;
- (c) implement and use the approved provincial e-health solutions identified in the LHIN e-health plan;
- (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN e-health plan; and
- (e) include in its annual planning submissions, plans for achieving eHealth priority initiatives, including full adoption of Ontario Laboratory Information System by March 2015.

3.5 **Policies, Guidelines, Directives and Standards.** Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule D. Amendments will be effective on the first day of April following the receipt of the Notice or on such other date as may be advised by the LHIN or MOHLTC as the case may be. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule D.

ARTICLE 4.0- FUNDING

4.1 **Funding.** Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:

- (a) will provide the funds identified in Schedule B to the HSP for the purpose of providing or ensuring the provision of the Services;
- (b) may pro-rate the funds identified in Schedule B to the date on which this Agreement is signed, if that date is after April 1; and
- (c) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 **Limitation on Payment of Funding.** Despite section 4.1, the LHIN:

- (a) will not provide any funds to the HSP until this Agreement is fully executed;
- (b) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

- (c) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
- (d) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.

4.3 **Appropriation.** Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to the Act. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 **Additional Funding.**

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule E.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.

4.5 **Conditions of Funding.**

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;
 - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
 - (3) spend the Funding only in accordance with the Service Plan; and
 - (4) maintain an Annual Balanced Budget.
- (b) "Annual Balanced Budget" means that, in each Funding Year of the term of this Agreement, the total expenses of the HSP are less than or equal to the total revenue, from all sources, of the HSP.
- (c) The LHIN may impose such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.

4.6 Interest.

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services,
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP; and/or
 - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure;
- (c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates are received, regardless of the year to which the rebate relates.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.9 **Disposition.** The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0- REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) **At the End of a Funding Year.** If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.
- (b) **On Termination or Expiration of this Agreement.** Upon termination or expiry of this Agreement, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP used for purposes not permitted by this Agreement.
- (c) **On Reconciliation and Settlement.** If the year-end reconciliation and settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.
- (d) **As a Result of Performance Management or System Planning.** If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may adjust the Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (e) **In the Event of Forecasted Surpluses.** If the HSP is forecasting a surplus, the LHIN may adjust the amount of Funding to be paid under Schedule B, require the repayment of excess Funding and/or adjust the amount of any future funding installments accordingly.
- (f) **On the Request of the LHIN.** The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the LHIN knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Subsections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the LHIN. Interest earned on Funding will be reported and recovered in accordance with section 4.6.

5.3 Settlement and Recovery of Funding for Prior Years.

- (a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.
- (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0- PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a Community Accountability Planning Submission ("CAPS"), approved by the HSP's governing body, must be submitted to the LHIN.
- (b) **Multi-Year Planning.** The CAPS will be in a form acceptable to the LHIN and may be required to incorporate (1) prudent multi-year financial forecasts; (2) plans for the achievement of performance targets; and (3) realistic risk

management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) **Multi-year Planning Targets.** Schedule B may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
 - (1) the HSP acknowledges that if it is provided with planning targets, these targets are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation, and (D) may be changed at the discretion of the LHIN in consultation with the HSP. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets; and
 - (2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.
- (d) **Service Accountability Agreements.** The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals.
- (b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.
- (c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals

- (a) **General.** A pre-proposal process has been developed to: (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

- (1) the HSP is considering an integration or an integration of services, as defined in the Act between the HSP and another person or entity;
- (2) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services, which for certainty includes: the transfer of Services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of Services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
- (3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or
- (4) if requested by the LHIN.

- (b) **LHIN Evaluation of the Pre-proposal.** Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of the Act. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of the Act. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

6.4 **Proposing Integration Activities in the Planning Submission.** No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in subsection 6.3(b).

6.5 **Definitions.** In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in subsection 2(1) and section 23 respectively of the Act, as it and they may be amended from time to time.

- (a) "service" includes,

- (1) a service or program that is provided directly to people,
- (2) a service or program, other than a service or program described in clause (a), that supports a service or program described in that clause, or
- (3) a function that supports the operations of a person or entity that provides a service or program described in clause (a) or (b).

- (b) "integrate" includes,

- (1) to co-ordinate services and interactions between different persons and entities,

- (2) to partner with another person or entity in providing services or in operating,
 - (3) to transfer, merge or amalgamate services, operations, persons or entities,
 - (4) to start or cease providing services,
 - (5) to cease to operate or to dissolve or wind up the operations of a person or entity,
- (c) and "integration" has a similar meaning.

ARTICLE 7.0- PERFORMANCE

7.1 Performance. The Parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the Party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the Party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the Party wishes to raise with the other Party.
- (b) The recipient Party will provide a written acknowledgment of receipt of the Notice within seven Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3.

7.3 Performance Meetings During a meeting on performance, the Parties will:

- (a) discuss the causes of a Performance Factor;

- (b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;
 - (3) a revision and amendment of the HSP's obligations; and/or
 - (4) an in-year, or year-end, adjustment to the Funding,
 among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8.0- REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

- (a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services, as contemplated by the Act, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.
- (b) **Specific Obligations.** The HSP:
 - (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in subsection 31(5) of the CFMA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Act or for the purposes

that are prescribed under the Act, or (2) may be requested under the CFMA;

- (2) will fulfil the specific reporting requirements set out in Schedule C;
 - (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
 - (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.
- (c) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance.** Within 90 days of the HSP's fiscal year-end, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule G and may be amended by the LHIN from time to time through the term of this Agreement.
- (e) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:
- (1) its CAPS is received after the due date;
 - (2) its CAPS is incomplete;
 - (3) the quarterly performance reports are not provided when due; or
 - (4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction. If assessed, the financial reduction will be as follows:

- (1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- (2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for seven years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter upon the HSP's premises to:
 - (1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.
- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.
- (e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

8.3 Document Retention and Record Maintenance. The HSP will

- (a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven years after the termination or expiration of the term of this Agreement. The HSP's obligations under this paragraph will survive any termination or expiry of this Agreement;
- (b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

- (c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) **FIPPA.** The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) **Confidential Information.** The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA or the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with the Act and the CFMA.

8.5 **Transparency.** The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.

8.6 **Auditor General.** For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0- ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 **Publication.** For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and

- (2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

- (a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the *Corporations Act* or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members meetings.

10.2 Execution of Agreement. The HSP represents and warrants that:

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

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:

- (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
- (2) to ensure the ongoing effective functioning of the HSP;
- (3) for effective and appropriate decision-making;
- (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
- (5) for the prudent and effective management of the Funding;
- (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act;
- (7) to enable the preparation, approval and delivery of all Reports;
- (8) to address complaints about the provision of Services, the management or governance of the HSP; and
- (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that:

- (1) the HSP has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO that ties the CEO's compensation plan to the CEO's performance;
- (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
- (3) it will enforce the HSP's rights under the Performance Agreement; and
- (4) any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that

- (a) the Funding is, and will be continued to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided;

- (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy;
 - (c) every Report is accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.
- 10.5 **Supporting Documentation.** Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0- LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 **Limitation of Liability.** The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 **Ibid.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- 11.3 **Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.
- 11.4 **Insurance.**
- (a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's

Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

- (b) **Required Insurance.** The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
- (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:
 - a. The Indemnified Parties as additional insureds;
 - b. Contractual Liability;
 - c. Cross-Liability;
 - d. Products and Completed Operations Liability;
 - e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage";
 - f. Tenants Legal Liability; (for premises/building leases only);
 - g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and,
 - h. A thirty-Day written notice of cancellation, termination or material change.
 - (2) Proof of WSIA Coverage. The HSP will provide the LHIN with a valid Workplace Safety and Insurance Act, 1997 (WSIA) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
 - (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and/or self-insured retentions are the responsibility of the HSP.
 - (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
 - (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of

insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0- TERMINATION OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause.** The LHIN may terminate this Agreement at any time, for any reason, upon giving at least sixty Days' Notice to the HSP.
- (b) **Where No Appropriation.** If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN;
 - b. the HSP breaches any material provision of this Agreement;
 - c. the HSP is unable to provide or has discontinued the Services; or
 - d. it is not reasonable for the HSP to continue to provide the Services;
 - (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
 - (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
 - (4) the HSP ceases to carry on business.
- (d) **Material Breach.** A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;

- (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, Performance Improvement Process or a Transition Plan;
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
 - (7) a Conflict of Interest that cannot be resolved.
- (e) **Transition Plan.** In the event of termination by the LHIN pursuant to this subsection, the LHIN and the HSP will develop a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected in a timely manner ("Transition Plan"). The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving six months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
- (1) satisfactory evidence that the HSP has taken all necessary actions to authorize the termination of this Agreement; and
 - (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) **Opportunity to Remedy.** If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is

required to remedy the breach. The Notice will also advise the HSP that the LHIN will terminate this Agreement:

- (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.
- (b) **Failure to Remedy.** If the LHIN has provided the HSP with an opportunity to remedy the breach, and:
 - (1) the HSP does not remedy the breach within the time period specified in the Notice;
 - (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN,
- (c) then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.

12.4 Consequences of Termination.

- (a) If this Agreement is terminated pursuant to this Article, the LHIN may:
 - (1) cancel all further Funding instalments;
 - (2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
 - (3) determine the HSP's reasonable costs to wind down the Services; and
 - (4) permit the HSP to offset the costs determined pursuant to subsection (3), against the amount owing pursuant to subsection (2).

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- 12.5 **Effective Date.** Termination under this Article will take effect as set out in the Notice.
- 12.6 **Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0- NOTICE

- 13.1 **Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, by facsimile with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. A Notice may not be sent by e-mail. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK
700 Dorval Drive, Suite 500
Oakville ON L6K 3V3

Attn: Chief Executive Officer
Fax: 905-337-8330
Telephone: 905-337-7131

To the HSP:

THE CORPORATION OF THE CITY OF MISSISSAUGA, THE NEXT STEP TO
ACTIVE LIVING PROGRAM
South Common Community Centre
2233 South Millway Dr.
Mississauga ON L5L 3H7

Attn: Recreation Manager South Common Community Centre
Fax: 905-615-4771
Telephone: 905-615-4770 Ext. 2277

- 13.2 **Notices Effective From.** A Notice will be effective at the time the delivery is made.

ARTICLE 14.0- ADDITIONAL PROVISIONS

- 14.1 **Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules, unless otherwise provided in the Schedules.
- 14.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 14.3 **Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 14.4 **Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of this Agreement if the other Party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.5 **Parties Independent.** The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.
- 14.6 **LHIN is an Agent of the Crown.** The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of the Act. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 14.7 **Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act and the CFMA, nor the right to exercise its rights under these statutes at any time.

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- 14.8 **No Assignment.** The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 14.9 **Governing Law.** This Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.
- 14.10 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 14.11 **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 14.12 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0- ENTIRE AGREEMENT

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

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

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK

By:

Graeme Goebelle, Chair

Date

And by:

Bill MacLeod, Chief Executive Officer

Date

THE CORPORATION OF THE CITY OF MISSISSAUGA, THE NEXT STEP TO ACTIVE LIVING PROGRAM

By:

Paul Mitcham, Commissioner of Community Services
I have authority to bind the HSP

Date

And by:

Crystal Greer, City Clerk
I have authority to bind the HSP

Date

1599

Schedule A1: Description of Services
2014-2017

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

Services Provided - With LHIN Funding		Catchment Area Served															
Service		Within LHIN										Other LHIN Areas					
		North Huron	Simcoe Huron	Chatham Kent	Georgian Bay	SS Huron	SS Huron North	SS Huron South	SS Huron West	SS Huron East	SS Huron Central	SS Huron South	SS Huron West	SS Huron East	SS Huron Central	SS Huron South	
72 5 82 20	CSS IH - Day Services																

Schedule A2: Population and Geography
2014-2017

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

Client Population

Adults aged 21 and over with acquired physical disabilities. Diagnosis include: CVA, Osteoporosis, Arthritis, MS, Parkinson's Disease, Joint Replacemtn and various other neurological conditions. Multicultural participant base, do not serve one specific cultural group. Provision of service is in English only. Family members, friends and/or caregivers can accompany participants for communication assistance. When appropriate other participants and volunteers are also available for support. Participant Outcomes: To educate potential and existing participants to the value and long-term benefits of participation in leisure and recreation activities as a continuation of rehabilitation received in a health-care setting.

Geography Served

South Common Community Centre - 2233 South Millway, Mississauga
Huron Park Recreation Centre - 830 Paisley Blvd. W, Mississauga

Hours of Operation:

South Common CC: Monday - Thursday 9:00 AM - 3:00 PM
Huron Par RC: Tuesday & Friday ONLY, 9:00 AM - 3:00 PM

Residents of MH LHIN, including Malton which falls in CW LHIN - Mississauga Residents will be prioritized.

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**Schedule B1: Total LHIN Funding
2014-2017**

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRs VERSION 9.0	2014-2015 Plan Target	2015-2016 Plan Target	2016-2017 Plan Target
REVENUE					
LHIN Global Base Allocation	1	F 11006	\$251,991	\$251,991	\$251,991
HBAM Funding (CCAC only)	2	F 11005	\$0	\$0	\$0
Quality-Based Procedures (CCAC only)	3	F 11004	\$0	\$0	\$0
MOHLTC Base Allocation	4	F 11010	\$0	\$0	\$0
MOHLTC Other funding envelopes	5	F 11014	\$0	\$0	\$0
LHIN One Time	6	F 11008	\$0	\$0	\$0
MOHLTC One Time	7	F 11012	\$0	\$0	\$0
Paymaster Flow Through	8	F 11019	\$0	\$0	\$0
Service Recipient Revenue	9	F 11050 to 11090	\$37,032	\$39,713	\$41,662
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$289,023	\$291,704	\$293,653
Recoveries from External/Internal Sources	11	F 120*	\$0	\$0	\$0
Donations	12	F 140*	\$0	\$0	\$0
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$0	\$0	\$0
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$0	\$0	\$0
TOTAL REVENUE FUND TYPE 2	15	Sum of Rows 10 and 14	\$289,023	\$291,704	\$293,653
EXPENSES					
Compensation					
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$183,874	\$183,684	\$183,762
Benefit Contributions	18	F 31040 to 31085, 35040 to 35085	\$25,815	\$28,128	\$28,593
Employee Future Benefit Compensation	19	F 305*	\$0	\$0	\$0
Physician Compensation	20	F 390*	\$0	\$0	\$0
Physician Assistant Compensation	21	F 390*	\$0	\$0	\$0
Nurse Practitioner Compensation	22	F 380*	\$0	\$0	\$0
All Other Medical Staff Compensation	23	F 390*, [excl. F 39092]	\$0	\$0	\$0
Sessional Fees	24	F 39092	\$0	\$0	\$0
Service Costs					
Med/Surgical Supplies & Drugs	25	F 460*, 465*, 560*, 565*	\$0	\$0	\$0
Supplies & Sundry Expenses	26	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$27,165	\$26,327	\$26,653
Community One Time Expense	27	F 69596	\$0	\$0	\$0
Equipment Expenses	28	F 7*, [excl. F 750*, 780*]	\$350	\$350	\$350
Amortization on Major Equip, Software License & Fees	29	F 750*, 780*	\$0	\$0	\$0
Contracted Out Expense	30	F 8*	\$0	\$0	\$0
Buildings & Grounds Expenses	31	F 9*, [excl. F 950*]	\$51,820	\$53,214	\$54,294
Building Amortization	32	F 9*	\$0	\$0	\$0
TOTAL EXPENSES FUND TYPE 2	33	Sum of Rows 17 to 32	\$289,023	\$291,704	\$293,653
NET SURPLUS/(DEFICIT) FROM OPERATIONS	34	Row 15 minus Row 33	(\$0)	(\$0)	(\$0)
Amortization - Grants/Donations Revenue	35	F 131*, 141* & 151*	\$0	\$0	\$0
SURPLUS/(DEFICIT) Incl. Amortization of Grants/Donations	36	Sum of Rows 34 to 35	(\$0)	(\$0)	(\$0)
FUND TYPE 3 - OTHER					
Total Revenue (Type 3)	37	F 1*	\$0	\$0	\$0
Total Expenses (Type 3)	38	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0	\$0
NET SURPLUS/(DEFICIT) FUND TYPE 3	39	Row 37 minus Row 38	\$0	\$0	\$0
FUND TYPE 1 - HOSPITAL					
Total Revenue (Type 1)	40	F 1*	\$0	\$0	\$0
Total Expenses (Type 1)	41	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	\$0	\$0	\$0
NET SURPLUS/(DEFICIT) FUND TYPE 1	42	Row 40 minus Row 41	\$0	\$0	\$0
ALL FUND TYPES					
Total Revenue (All Funds)	43	Line 13 + line 32 + line 35	\$289,023	\$291,704	\$293,653
Total Expenses (All Funds)	44	Line 28 + line 33 + line 36	\$289,023	\$291,704	\$293,653
NET SURPLUS/(DEFICIT) ALL FUND TYPES	45	Row 43 minus Row 44	(\$0)	(\$0)	(\$0)
Total Admin Expenses Allocated to the TPBEs					
Undistributed Accounting Centres	46	82*	\$0	\$0	\$0
Admin & Support Services	47	72 1*	\$117,127	\$124,181	\$123,342
Management Clinical Services	48	72 5 05	\$0	\$0	\$0
Medical Resources	49	72 5 07	\$0	\$0	\$0
Total Admin & Undistributed Expenses	50	Sum of Rows 46-50 (included in Fund Type 2 expenses above)	\$117,127	\$124,181	\$123,342

Schedule B2: Clinical Activity- Summary

2014-2017

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Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

Service Category 2014-2015 Budget	OHS Framework Level 3	Visits F2F, Tel, In House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions (# of group sessions- not individuals)	Meal Delivered- Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions (All Time Intervals)
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	0	0	0	0	135	4,300	0	0	0	0

Service Category 2015-2016 Budget	OHS Framework Level 3	Visits F2F, Tel, In House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions (# of group sessions- not individuals)	Meal Delivered- Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions (All Time Intervals)
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	0	0	0	0	135	4,300	0	0	0	0

Service Category 2016-2017 Budget	OHS Framework Level 3	Visits F2F, Tel, In House, Cont. Out	Not Uniquely Identified Service Recipient Interactions	Hours of Care In House & Contracted Out	Inpatient/Resident Days	Individuals Served by Functional Centre	Attendance Days Face-to-Face	Group Sessions (# of group sessions- not individuals)	Meal Delivered- Combined	Group Participant Attendances (Reg & Non-Reg)	Service Provider Interactions (All Time Intervals)
CSS In-Home and Community Services (CSS IH COM)	72 5 82*	0	0	0	0	135	4,300	0	0	0	0

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SCHEDULE C – REPORTS COMMUNITY SUPPORT SERVICES

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide the required information on the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "**".

OHRs/MIS Trial Balance Submission (through OHFS)	
2014-2015	Due Dates (Must pass 3c Edits)
2014-15 Q1	<i>Not required 2014-15</i>
2014-15 Q2	October 31, 2014
2014-15 Q3	January 31, 2015
2014-15 Q4	May 31, 2015
2015-16	Due Dates (Must pass 3c Edits)
2015-16 Q1	<i>Not required 2015-16</i>
2015-16 Q2	October 31, 2015
2015-16 Q3	January 31, 2016
2015-16 Q4	May 31, 2016
2016-17	Due Dates (Must pass 3c Edits)
2016-17 Q1	<i>Not required 2016-17</i>
2016-17 Q2	October 31, 2016
2016-17 Q3	January 31, 2017
2016-17 Q4	May 30, 2017

Supplementary Reporting - Quarterly Report (through SRI) and Annual Reconciliation Report	
2014-2015	Due five (5) business days following Trial Balance Submission Due Date
2014-15 Q2	November 7, 2014
2014-15 Q3	February 7, 2015
2014-15 Q4	June 7, 2015 – Supplementary Reporting Due
2014-15 ARR	June 30, 2015
2015-2016	Due five (5) business days following Trial Balance Submission Due Date
2015-16 Q2	November 7, 2015
2015-16 Q3	February 7, 2016
2015-16 Q4	June 7, 2016 – Supplementary Reporting Due
2015-16 ARR	June 30, 2016
2016-2017	Due five (5) business days following Trial Balance Submission Due Date
2016-17 Q2	November 7, 2016
2016-17 Q3	February 7, 2017
2016-17 Q4	June 7, 2017 – Supplementary Reporting Due
2016-17 ARR	June 30, 2017

1511

**SCHEDULE C – REPORTS
COMMUNITY SUPPORT SERVICES**

Board Approved Audited Financial Statement *	
Fiscal Year	Due Date
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Declaration of Compliance	
Fiscal Year	Due Date
2013-14	June 30, 2014
2014-15	June 30, 2015
2015-16	June 30, 2016
2016-17	June 30, 2017

Community Support Services – Other Reporting Requirements	
Requirement	Due Date
French language service report through SRI	2014-15 - April 30, 2015
	2015-16 - April 30, 2016
	2016-17 April 30, 2017

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**SCHEDULE D – DIRECTIVES, GUIDELINES AND POLICIES
COMMUNITY SUPPORT SERVICES**

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

▪ Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS)
▪ Community Support Services Complaints Policy (2004)
▪ Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994)
▪ Attendant Outreach Service Policy Guidelines and Operational Standards (1996)
▪ Screening of Personal Support Workers (2003)
▪ Ontario Healthcare Reporting Standards – OHRIS/MIS – most current version available to applicable year
▪ Community Financial Policy (2011)
▪ Guideline for Community Health Service Providers Audits and Reviews, August 2012

Note #1: Community Financial Policy

A process has been initiated for reviewing the Community Financial Policy (2011) that includes MOHLTC, LHINS and community sector representatives.

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Schedule E1: Core Indicators

2014-2017

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

Performance Indicators	2014-2015 Target	Performance Standard	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
*Balanced Budget - Fund Type 2	(\$0)	>=0	(\$0)	>=0	(\$0)	>=0
Proportion of Budget Spent on Administration	40.5%	40.5 - 48.6%	42.6%	34.1 - 51.1%	42.0%	33.6 - 50.4%
**Percentage Total Margin	0.00%	>= 0%	0.00%	>= 0%	0.00%	>= 0%
Percentage of Alternate Level of Care (ALC) days (closed cases)	N/A	N/A	N/A	N/A	N/A	N/A
Variance Forecast to Actual Expenditures	\$0	< 5%	\$0	< 5%	\$0	< 5%
Variance Forecast to Actual Units of Service	0	< 5%	0	< 5%	0	< 5%
Service Activity by Functional Centre	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-
Number of Individuals Served	Refer to Sch E2a	-	Refer to Sch E2a	-	Refer to Sch E2a	-
Explanatory Indicators						
Cost per Unit Service (by Functional Centre)						
Cost per Individual Served (by Program/Service/Functional Centre)						
Client Experience						
* Balanced Budget Fund Type 2: HSP's are required to submit a balanced budget						
** No negative variance is accepted for Total Margin						

1500

Schedule E2a: Clinical Activity- Detail
2014-2017

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

OHRS Description & Functional Centre		2014-2015		2015-2016		2016-2017	
		Target	Performance Standard	Target	Performance Standard	Target	Performance Standard
¹ These values are provided for information purposes only. They are not Accountability Indicators.							
Administration and Support Services 72 1*							
¹ Full-time equivalents (FTE)	72 1*	1.00	n/a	1.00	n/a	1.00	n/a
¹ Total Cost for Functional Centre	72 1*	\$117,127	n/a	\$124,181	n/a	\$123,342	n/a
CSS In-Home and Community Services (CSS IH COM) 72 5 82*							
CSS IH - Day Services 72 5 82 20							
¹ Full-time equivalents (FTE)	72 5 82 20	3.41	n/a	3.41	n/a	3.41	n/a
Individuals Served by Functional Centre	72 5 82 20	135	108 - 162	135	108 - 162	135	108 - 162
Attendance Days Face-to-Face	72 5 82 20	4,300	3870 - 4730	4,300	3870 - 4730	4,300	3870 - 4730
¹ Total Cost for Functional Centre	72 5 82 20	\$171,896	n/a	\$167,523	n/a	\$170,310	n/a
Total Full-Time Equivalents for All F/C		4.41		4.41		4.41	
Total Cost for All F/C		\$289,023		\$291,704		\$293,653	

15 pp

Schedule E2d: CSS Sector Specific Indicators

2014-2017

Health Service Provider: The Corporation of the City of Mississauga , Next Step to Active Living Program

Performance Indicators	2014-2015 Target	Performance Standard	2015-2016 Target	Performance Standard	2016-2017 Target	Performance Standard
No Performance Indicators	-	-	-	-	-	-
Explanatory Indicators						
# Persons waiting for service (by functional centre)						

1599

SCHEDULE E3: MISSISSAUGA HALTON LHIN SPECIFIC PERFORMANCE OBLIGATIONS
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3.1 Governance

- Health Service Providers' (HSP) Boards to ensure that as part of their on-going comprehensive recruitment, orientation and development process for board members that they incorporate governance training utilizing current best practice knowledge. HSP to provide sign off during Q4 submission that the activity is in place.

3.2 Board Self-Assessment

- HSP's Board is required to complete a Board self-assessment on an annual basis. The HSP Board Chair is to provide sign-off during the Q4 submission that this activity has been completed for the fiscal year.

3.3 Accreditation

- The HSP is required to maintain on-going accreditation status both for their organization and their Governance, and to inform the LHIN each time accreditation is awarded.

3.4 Mississauga Halton LHIN Sector Meetings

- HSP must ensure Chief Executive Officer (CEO) / Executive Director or senior management delegate representation at all scheduled Mississauga Halton LHIN Sector Meetings and other meetings that may be scheduled from time to time.

3.5 Communication

- HSP is required to have a board approved and signed off communication strategy that demonstrates access to their programs/services. The Mississauga Halton LHIN may request a review of the strategy at any time for programs and services funded by the LHIN. The HSP is required to provide a copy of any news release to LHIN communications.
- In addition to Article 9.2 (b) in the M-SAA, permission for use of the LHIN logo is required for any HSP material being re-printed or re-designed.

3.6 Client Satisfaction Survey

- HSPs to provide an annual summary report on Client Satisfaction Survey results related to the explanatory indicators in the 2014-17 M-SAA under client experience. Survey response rates will be included in the summary report. The client experience survey will include 3 questions measuring the clients' care experience. The questions will be substantially similar to:
 1. Overall care received;
 2. Enough say about care treatment; and
 3. Treated you with dignity and respect.
- The client experience survey must use a rating scale of:
 - a) Completely dissatisfied
 - b) Dissatisfied
 - c) Neither satisfied or dissatisfied
 - d) Satisfied
 - e) Very satisfied

3.7 Multi-LHIN Service Providers

- HSPs that provide LHIN funded programs/services in more than one LHIN with one M-SAA who plans changes that will impact service levels, volumes and/or scope of services must discuss the proposed changes with their lead LHIN for approval. The lead LHIN will collaborate with the affected LHIN(s) and may involve them in discussions with the HSP.

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3.8 For Identified HSPs:

- An HSP, program or service identified by the former District Health Council, the Health Services Restructuring Commission or by the LHIN required to provide services in French.
 - (i) Each identified HSP must complete and submit to the LHIN Lead, Health System Development and French Language Services, a French Language Services Implementation Plan for 2014-17.
 - (ii) As part of the FLS Implementation Plan, the identified HSP will set yearly targets in each of the key results areas with specific deadlines.
 - (iii) Each identified HSP will report on the progress of the French Language Services Implementation Plan on a bi-yearly basis. Each identified HSP will complete a French Language Services report, which will be sent to the LHIN Lead, Health System Development and French Language Services, for monitoring purposes by the following dates for each fiscal year:
 - a. March 31
 - b. September 30
- 2. Identified HSPs will work and collaborate with the French Language Health Planning Entity, Reflect Salvéo, to increase access and accessibility to French Language Services.
- 3. To identify Francophones in Ontario, HSPs are asked to incorporate the following questions (as adopted by the FLS Entities) to their initial intake/assessment processes:
 - 1. What is your mother tongue?
A: French, English, and Other
 - 2. If your mother tongue is neither French nor English, in which of Canada's official languages are you most comfortable?
A: French, English

3.9 Management Letter

- HSPs are required to submit their management letter from their auditors along with their audited financial statements and ARR by June 30th in each fiscal year.

4.0 Health Equity

- HSPs will adopt and incorporate a health equity lens into their program planning and service delivery. This phased adoption will include:
 - Develop a corporate understanding and awareness of health equity, including use of the Ontario Health Equity Impact Assessment Tool (HEIA) by March 2015.
 - Knowledge transfer of the HEIA Tool inclusive of the Workbook and Assessment Tool to all HSPs to be completed by March 31, 2015;
 - Implementation of the HEIA Action Plan into program service delivery, to be completed by March 31, 2016; and
 - Evaluation of the HEIA tool in program service delivery, to be completed by March 31, 2017.

4.1 Hospice Palliative Care

- HSPs will be required to contribute to the overall indicator of reducing the total number of hospital days attributed to palliative care from April 1, 2014-March 31, 2017 period.

** Further information will be forthcoming. **

SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

Project Funding Agreement Template

Note: This project template is intended to be used to fund one-off projects or for the provision of services not ordinarily provided by the HSP. Whether or not the HSP provides the services directly or subcontracts the provision of the services to another provider, the HSP remains accountable for the funding that is provided by the LHIN.

THIS PROJECT FUNDING AGREEMENT ("PFA") is effective as of [insert date] (the "Effective Date") between:

XXX LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

- and -

[Legal Name of the Health Service Provider] (the "HSP")

WHEREAS the LHIN and the HSP entered into a service accountability agreement dated [insert date] (the "SAA") for the provision of Services and now wish to set out the terms of pursuant to which the LHIN will fund the HSP for [insert brief description of project] (the "Project");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the SAA, the parties covenant and agree as follows:

- 1.0 Definitions.** Unless otherwise specified in this PFA, capitalized words and phrases shall have the meaning set out in the SAA. When used in this PFA, the following words and phrases have the following meanings:

"**Project Funding**" means the funding for the Services;

"**Services**" mean the services described in Appendix A to this PFA; and

"**Term**" means the period of time from the Effective Date up to and including [insert project end date].

- 2.0 Relationship between the SAA and this PFA.** This PFA is made subject to and hereby incorporates the terms of the SAA. On execution this PFA will be appended to the SAA as a Schedule.

- 3.0 The Services.** The HSP agrees to provide the Services on the terms and conditions of this PFA including all of its Appendices and schedules.

- 4.0 Rates and Payment Process.** Subject to the SAA, the Project Funding for the provision of the Services shall be as specified in Appendix A to this PFA.

- 5.0 Representatives for PFA.**

(a) The HSP's Representative for purposes of this PFA shall be [insert name,

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SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

telephone number, fax number and e-mail address.] The HSP agrees that the HSP's Representative has authority to legally bind the HSP.

- (b) The LHIN's Representative for purposes of this PFA shall be: [insert name, telephone number, fax number and e-mail address.]

6.0 Additional Terms and Conditions. The following additional terms and conditions are applicable to this PFA.

- (a) Notwithstanding any other provision in the SAA or this PFA, in the event the SAA is terminated or expires prior to the expiration or termination of this PFA, this PFA shall continue until it expires or is terminated in accordance with its terms.
- (b) [insert any additional terms and conditions that are applicable to the Project]

IN WITNESS WHEREOF the parties hereto have executed this PFA as of the date first above written.

[insert name of HSP]

By:

[insert name and title]

[XX] Local Health Integration Network

By:

[insert name and title.]

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SCHEDULE F – PROJECT FUNDING AGREEMENT TEMPLATE

APPENDIX A: SERVICES

- 1. DESCRIPTION OF PROJECT**
- 2. DESCRIPTION OF SERVICES**
- 3. OUT OF SCOPE**
- 4. DUE DATES**
- 5. PERFORMANCE TARGETS**
- 6. REPORTING**
- 7. PROJECT ASSUMPTIONS**
- 8. PROJECT FUNDING**

8.1 The Project Funding for completion of this PFA is as follows:

8.2 Regardless of any other provision of this PFA, the Project Funding payable for the completion of the Services under this PFA is one-time finding and is not to exceed [X].

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SCHEDULE G – FORM OF COMPLIANCE DECLARATION

DECLARATION OF COMPLIANCE

Issued pursuant to the M-SAA effective April 1, 2014.

To: The Board of Directors of the [insert name of LHIN] Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: The Board of Directors (the "Board") of the [insert name of HSP] (the "HSP")

Date: [insert date]

Re: [insert date range - April 1, 201X –March 31, 201x] (the "Applicable Period")

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the M-SAA between the LHIN and the HSP effective April 1, 2014.

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the HSP on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the "M-SAA") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the M-SAA concerning applicable procurement practices;
- (ii) The *Local Health System Integration Act, 2006*; and
- (iii) The *Public Sector Compensation Restraint to Protect Public Services Act, 2010*.

[insert name of Chair], [insert title]

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Schedule G – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the M-SAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Mississauga Halton LHIN
RLISS de Mississauga Halton

700 Dorval Drive, Suite 500
 Oakville, ON L6K 3V3
 Tel: 905 337-7131
 Toll Free: 1 866 371-5446
 Fax: 905 337-8330
www.mississaugahaltonlhin.on.ca

700 Dorval Drive, bureau 500
 Oakville, ON L6K 3V3
 Téléphone : 905 337-7131
 Sans frais : 1 866 371-5446
 Télécopieur : 905 337-8330
www.mississaugahaltonlhin.on.ca

March 26, 2014

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

Attention: Mr. Paul Mitcham,
 Commissioner, Community Services

Dear Mr. Mitcham:

The following details provide the Mississauga Halton LHIN's (MH LHIN) interpretation of the Multi-Sector Service Accountability Agreement 2014-17 as it relates to the Corporation of the City of Mississauga and its program "Next Step to Active Living".

For the purpose of the 2014-17 Multi-Sector Service Accountability Agreement (M-SAA) with the City of Mississauga the MH LHIN agrees to the following declarations:

1. The "Chair" is the Commissioner of Community Services or his/her designate;
2. The Program will operate under the reporting/authority structure set out by the City's Recreation Division.
3. The "Board" will be operational and advisory and shall consist of a Recreation Manager, Community Programmer, Therapeutic Coordinator and Program Coordinator NSTAL.
4. This authoritative structure may be amended from time to time contingent upon program needs.
5. The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56

In addition, for the purpose of the 2014-17 M-SAA with the City of Mississauga the MH LHIN agrees to the following Sections and Subsections as defined below;

1. Section 3.1. (d) The program geographic area is defined in schedule A2;
2. Section 3.4 With respect to e-Health/Information Technology Compliance, the City shall comply with section 3.4 to the extent possible based on the resources of the City;
3. Section 4.5(b) The "Annual Balance Budget" relates only to the Program 'Next Step to Active Living' and not to the City's finances as a whole;



Ontario
 Local Health Integration
 Network
 Réseau local d'intégration
 des services de santé

- 1544
4. Section 4.8 The City will be governed by its Purchasing By-Law 374-06, as amended, which relates to the procurement of goods and services;
 5. Section 8.1(d) The declaration of compliance will be issued by the Director of Recreation or his/her designate;
 6. Section 10.3(b) The City will not execute a Performance Agreement with its CEO and no compensation award will be provided to the CEO and;
 7. Schedule E3 4.0 The City shall comply with schedule E3 4.0 Health Equity to the extent possible based on the resources of the City.

This is to acknowledge that the MH LHIN will accept an executed 2014-17 M-SAA from the City of Mississauga on April 30, 2014. If you have any questions or concerns please contact Carrie Parkinson Senior Lead, Health System Performance at Carrie.Parkinson@lhins.on.ca

Sincerely,



Bill MacLeod
Chief Executive Officer

c. Judy Bowyer, Senior Director, Health System Performance, MH LHIN



Corporate Report

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16

DATE: March 25, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

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

General Committee

APR 16 2014

SUBJECT: Follow Up to Credit Valley Conservation Canada Geese Report

RECOMMENDATION: That the Corporate Report dated March 25, 2014 from the Commissioner of Community Services entitled "Follow Up to Credit Valley Conservation Canada Geese Report" be received for information.

REPORT

HIGHLIGHTS:

- Parks and Forestry staff have reviewed Credit Valley Conservation report "Canada Geese - Water Quality Issues" which was received by General Committee on October 2, 2013.
- Mississauga is a leader in the effective management of geese in waterfront areas with a long term well established program.
- Parks highlighted by the CVC report as having a high percentage of cut grass will continue to be monitored for excessive goose activity.
- Where appropriate further naturalization will occur in consultation with CVC.
- Staff will review distribution of signage discouraging feeding of geese, and consult with Corporate Security on a program of education and focused enforcement.
- The City's Environment Canada permit restricts the number of geese relocated annually.

BACKGROUND:

On October 2, 2013 General Committee received a report from Credit Valley Conservation (CVC) entitled "Canada Geese – Water Quality Issues". The report was referred to the Parks and Forestry Division for review and action. Some of the specific areas of the report which were discussed at General Committee included:

- Additional naturalization of parks to deter geese
- Signage to discourage the feeding of geese
- The growth of goose populations in areas of Mississauga other than on the waterfront

The City of Mississauga has been active in managing the numbers of geese in the City, especially on waterfront parkland since the mid-90's. The primary measures which have been used include relocation of geese, egg oiling, and habitat modification to make park areas less attractive to geese.

Population management of geese is part of the City's annual Parks maintenance program and is built on partnerships and relationships with the Ontario Ministry of Natural Resources, Canadian Wildlife Service, local conservation authorities, animal welfare groups, the Greater Toronto Airports Authority, Town of Oakville and Aylmer Wildlife Area (which receives the specified number of relocated geese).

Relocation of geese is carried out each June in partnership with the Town of Oakville. Geese are rounded up across the Mississauga and Oakville Lake Ontario Waterfront and safely moved to a wildlife area in southwestern Ontario. This work is carried out under annual permits issued by Environment Canada.

Habitat modification, which involves planting of barrier vegetation and less palatable grasses, and adjusting park designs to make them less attractive to geese, has been used successfully by Mississauga Parks across the waterfront and riverbanks. In addition, the City has worked to educate park users and residents through signage in parks, and information on the City's Website, brochures and information sessions held in conjunction with Animal Services.

PRESENT STATUS:

The City of Mississauga's Goose Management Program is well established. Plans and budget are in place to continue the annual relocation of up to 1,050 birds as well as ongoing control through other methods.

The City has monitored goose numbers along the Waterfront since 1998. Goose population on the Waterfront vary from year to year, however studies indicate that the overall trend is that numbers are declining, with the exception of spring migrant populations. In general the City's approach to goose management on the Waterfront has been very successful and balances the interests of park users and objectives related to providing habitat for wildlife.

The City's approach to goose management has been used as a model by other municipalities with similar issues. The City recently received a multi-year permit for relocation from Environment Canada, which will allow the Goose Management Program to continue on a sustained basis.

COMMENTS:

The CVC report offers some in depth analysis of goose populations in Mississauga as related to water quality issues. It also makes some suggestions as to how the control of geese along the Waterfront be enhanced.

Naturalization of Parkland

CVC has identified several parks along the Lake Ontario shoreline which have a high percentage of area maintained as cut grass. These include Tall Oaks Park, Ben Machree Park, Hiawatha Park, Watersedge Park and J.C. Saddington Park. Maintained turf is generally attractive to geese especially when close to water, and is a major source of food. CVC is suggesting further naturalization of these areas, as well as the establishment of additional vegetative buffers adjacent to Lake Ontario.

The parks noted by CVC as candidates for habitat modification are generally small in size and serve local users for casual activities such a playground use, dog walking or sitting by the lake. Some habitat modification has already been employed at these locations and from observation of Parks staff, geese are not currently an issue at the locations identified by CVC, other than at J.C. Saddington.

If J.C. Saddington is redeveloped in future years, goose deterrent features can be built into the landscape design. Staff will consult with CVC to develop small scale landscape plans for J.C. Saddington Park for implementation in the interim. The other parks identified by CVC will continue to be monitored for issues with goose populations.

Education and Signage:

The Parks By-law 186-05, Section 35 (2) prohibits the feeding of waterfowl in parks. Popular areas for feeding ducks, geese and mute swans along the Waterfront have been signed accordingly, however many park users continue to feed waterfowl, in the belief that they are being helpful. Parks staff will review the Waterfront to ensure that signs are in place at appropriate locations.

A more stringent enforcement of the prohibition on feeding geese may make park areas less attractive for geese and might discourage overwintering. Such enforcement would however require a more frequent presence from Corporate Security further stretching limited resources. Staff will look at the possibility of enhanced enforcement and education blitzes along the Waterfront within the capabilities of Security staff.

An additional approach to resolving the issue is to educate. The web page is being updated, outlining the reasons for not feeding waterfowl and the negative consequences of this type of activity.

Control of Geese in Non-waterfront Location

Mississauga's efforts to control the numbers of geese in the City through relocation, have been focused largely on public lands along the Waterfront. The Waterfront has been the centre of goose control activity because this has been the major area of concern and, due to heavy use of waterfront parks, it is where geese have had the most negative impact on the public. Staff continue to provide advice to private landowners throughout the City who have issues with overpopulation of geese. If there are City owned lands away from the waterfront which have chronic issues with the impacts of geese, relocation of these additional birds up to the capacity of the existing permit can occur.

Environment Canada Permit

The relocation of geese carried out annually along the Mississauga Waterfront requires a permit from Environment Canada. This permit specifies the maximum number of geese which may be relocated and outlines a number of terms and conditions under which the City may carry out relocation.

FINANCIAL IMPACT: There is no additional, financial impact associated with this report. Any future requirements would be requested through the annual corporate business planning and budget process.

CONCLUSION: The City of Mississauga is viewed as a leader in the effective management of geese in municipal waterfronts. Mississauga has been effective in controlling populations and mitigating the impacts that geese can have on parks and open space areas. The City's approach balances human use and enjoyment of parks with the desire to provide habitat for wildlife throughout the City.

The report regarding Canada Geese – Water Quality Issues submitted by CVC provides some valuable ideas and suggestions with regard to management of Canada Geese on public lands. The City is already implementing many of these ideas. Where management can be improved, staff will implement appropriate measures where feasible.



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

Prepared By: Andy Wickens, Manager, Parks



Corporate Report

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17

DATE: April 4, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

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

SUBJECT: 2013 Year-End Financial Results

- RECOMMENDATION:**
1. That the "2013 Year-End Financial Results" dated April 4, 2014 from the Commissioner of Corporate Services and Chief Financial Officer, including appendices 1-1 to 3-1, be approved.
 2. That the Treasurer be authorized to fund and close the capital projects as identified in this report.
 3. That additional funding of \$1 million above the 2014 Capital Plan be approved and transferred from the Federal Gas Tax Reserve Fund account (35182) to the Bridge Repairs project (TWBR00021).
 4. That additional funding of \$215,000 above the 2014 Capital Plan be approved and transferred to the Design and Construction of Bridge-Harris Property project (CMPF03022) from the following sources: \$160,000 from the Cash in Lieu of Parkland Dedication Reserve Fund account (32121), \$49,500 from the DCA-Recreation Reserve Fund (31315) and \$5,500 from the Tax-Capital Reserve Fund (33121).
 5. That the Pay Equity Review required under Provincial legislation be funded from the Contingency Reserve (Account #305125) up to a maximum of \$250,000.

6. That a Business Improvement initiative be funded from the Contingency Reserve (Account#305125) up to a maximum of \$79,000.
7. That the necessary by-laws be enacted.

REPORT**HIGHLIGHTS:****• Operating**

At the end of 2013, the City had a year-end surplus of \$11.3 million based on the actual operating results as of December 31, 2013.

The year-end surplus is comprised of the following:

- A revenue surplus of \$7.2 million mainly due to higher than budgeted supplementary taxes, Site Plan Application Fees, GTAA Payment in lieu of Taxes, Provincial Offences revenue and Enersource dividend; partially offset by unfavourable revenue variances in Recreation user fees, Transit farebox revenue, and Library fines.
- A cumulative savings of \$5.2 million in fringe benefits as a result of reduced SunLife budgeted premiums and lower than estimated actual claims with SunLife.
- The balance of the labour savings of \$4.8 million is a result of typical staff turnover and vacancies.
- An unfavourable variance of \$5.9 million in other operating expenses mainly attributable to higher than expected costs in winter maintenance, assessment appeals and diesel fuel, partially offset by favourable Transit equipment costs and maintenance agreements and Recreation's favourable savings in utilities, materials and supplies costs.
- Mississauga experienced a major ice storm on December 22, 2013. Ice Storm related costs in 2013 of \$1.5 million are included in the year end operating results. The forecasted costs in 2014 and beyond bring the total Ice Storm costs to \$26.3 million (excluding \$1.0 million in Enersource costs).
- In accordance with recommendation #5 approved by Council on December 4, 2013 in the report on the 2013 Year-End Operating Financial Forecast, \$10.7 million of the year-end surplus has been allocated to the Capital Reserve Fund and \$0.6 million to the General Contingency Fund, respectively.

- **Capital Summary**

The report outlines recommended adjustments to the capital program resulting in a revised net capital program funding of \$807.6 million, with \$306.8 million still to be spent, allocated to 757 projects.

- 147 projects are recommended for closure.
- A total of \$10.7 million is being returned to Reserve Funds from 179 projects, including \$5.6 million to tax based Reserve Funds.

- **Reserve and Reserve Funds**

The year-end operating and capital reserve and reserve fund total of \$528.8 million reflects a net increase of \$57.6 million from the January 1, 2013 opening balance.

- Operating reserve and reserve funds balance of \$116.3 million, a \$3.2 million reduction, is a result of drawing down various funds such as the Insurance Reserve Fund and the Worker's Compensation Reserve Fund to cover budgeted expenditures through 2013.
- Capital reserve and reserve funds balance at December 31, 2013 is \$412.5 million which is a \$60.8 million net increase, mainly due to increased development charges revenue, recommended funds being returned as a result of Works-in-Progress and a reduction in the budgeted draw downs on capital reserves as a result of timing adjustments to the capital program.

BACKGROUND:

In accordance with the Budget Control and Reserve and Reserve Fund By-laws, the Finance Division of the Corporate Services Department provides Council with a review of the City's financial position a minimum of two times a year. Staff normally provide the report three times per year based on results at the end of June, September and December. These reports provide Council with information related to the Operating Program, status of capital work-in-progress and Reserves and Reserve funds, as well as providing recommendations for reallocation of funds or for closing of capital projects. The status of capital work-in-progress is provided twice per year, usually with the June and December report. As was noted by Standard & Poor's, an independent Credit rating agency, the City has strong financial policies which require regular reporting to Council to ensure accountability and transparency in the allocation of the City's Financial resources. This report covers all financial matters including:

operating and capital expenditures, reserve and reserve fund balances.

COMMENTS:

This report summarizes the status of the City's operating budget results, capital projects, and highlights for the year ended on December 31, 2013. Part I of the report discusses the year-end operating results. Part II summarizes the status of the City's on-going Capital program. Part III contains a summary of the reserve and reserve fund transfers. Part IV contains housekeeping items.

Part I: Year-End Operating Results as of December 31, 2013

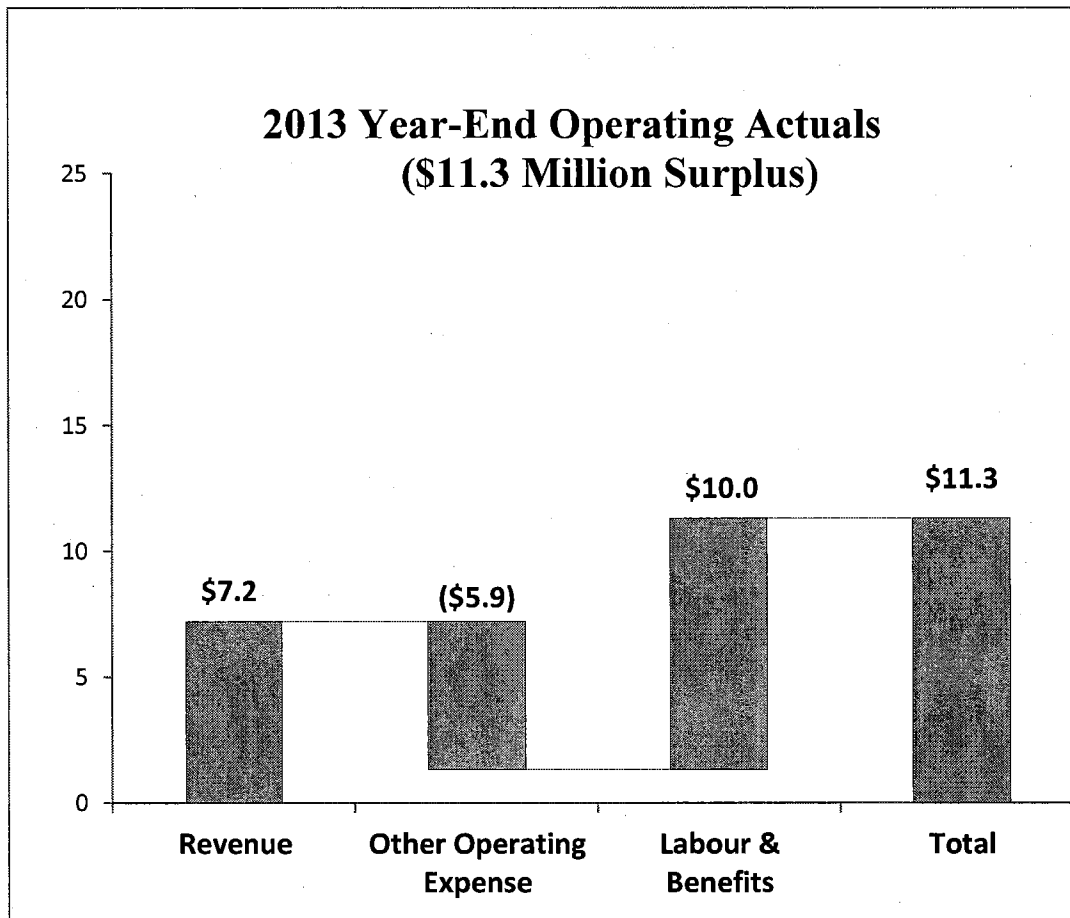
Based on actual results for 2013, the City ended the year with a surplus of \$11.3 million or 3.1% of the net budget. Compared to the Financial Report as of September 30, 2013, the final year end surplus was higher than forecasted by \$2.9 million primarily because of higher than expected revenues from Site Plan applications, rezoning/official plan amendment applications, and Building Permits; as well as lower than estimated actual benefit costs. These positive variances were partially offset by higher than anticipated contractor and operating material costs associated with the extreme winter in late 2013.

The following table identifies the year end surplus by service area with greater detail provided in Appendices 1-1 and 1-2:

Service Area (\$ Millions)	Net Budget	Year End Forecast	Year End Actuals	Year End Variance	
				\$ Fav/(Unfav)	% of Budget
Fire and Emergency Services	89.1	88.9	88.1	1.0	1.1%
Roads, Storm Drainage and Watercourses	68.5	67.3	70.1	(1.5)	(2.2%)
Mississauga Transit	54.7	52.0	54.7	0.0*	0.0%
Parks and Forestry	30.6	30.4	30.0	0.5	1.7%
Mississauga Library	24.4	24.2	24.2	0.2	0.9%
Business Services	25.0	24.4	24.1	0.9	3.6%
Facilities and Property Management	20.0	19.4	19.8	0.3	1.4%
Recreation	19.8	20.5	19.7	0.2	0.9%
Information Technology	17.7	17.4	17.0	0.8	4.3%
Strategic Policy	11.2	11.6	11.5	(0.3)	(2.6%)
Land Development Services	6.9	7.9	4.5	2.4	34.7%
Arts and Culture	6.4	6.3	6.3	0.2	2.4%
Mayor & Council	4.3	4.3	4.2	0.0	1.1%
Regulatory Services	1.7	2.0	2.5	(0.7)	(41.9%)
Legislative Services	(2.5)	(3.6)	(3.8)	1.3	49.9%
Financial Transactions	(8.2)	(11.6)	(14.4)	6.1	74.9%
City	369.7	361.3	358.4	11.3	3.1%

*Mississauga Transit had a favourable operating variance which resulted in less funds being drawn from the Provincial Gas Tax Reserve.

The year end surplus of \$11.3 million is comprised of a favourable revenue variance of \$7.2 million or 2.2% of budget; \$10 million or 2.7% of budget in Labour and benefit related savings, which are partially offset by an unfavourable variance in Other Operating Costs of \$5.9 million or 1.9% of budget. The main drivers contributing to the surplus are favourable variances in Labour costs, Supplementary Taxes, GTAA Payments in Lieu of Taxes, Site Plan application revenue, and utilities cost savings. These are offset by higher than budgeted costs for winter maintenance, assessment appeals, and an increase in external counsel professional services primarily related to tax issues (airport tenants), labour and employment matters and environmental litigation.



Year-End Operating Result Highlights: The major areas of variance from budget are highlighted below:

Revenues

The overall favourable variance in revenues of \$7.2 million is mainly attributable to the following:

Financial Transaction revenues exceeded budget by \$8.7 million driven by favourable Supplementary Tax revenues of \$2.7 million, attributed to billings to several new condominium buildings; Tax Interest and Penalties revenue exceeding budget by \$0.9 million due to the economic climate; transfers from Reserves and Reserve Funds exceeding budget by \$0.9 million for Legal Settlements, actual Sick Leave, and WSIB claims; and \$1.2 million in additional Payments in lieu of Taxes from the Greater Toronto Airport Authority as a result of increased passenger counts and an increase in the City's share of total commercial rate. Additionally, as required under Public Sector Accounting Standards (PSAB), the sale of a portion of the Pheasant Run property was recognized as revenue totalling \$2.5 million. The Enersource dividend was received at the end of 2013, in the amount of

\$10.6 million, \$0.6 million higher than the budget of \$10.3 million. The 2014 dividend has been budgeted at \$12 million, in consultation with Enersource.

Roads, Storm Drainage and Watercourses exceeded the budget by \$1.7 million primarily due to a significant increase in recoverable contractors' work of \$0.6 million, \$0.4 million surplus due to higher than expected subdivision engineering fees, as well as \$0.5 million surplus in site plan application fees and increased rezoning/official plan amendment applications.

Land Development Services exceeded the budget by \$1.4 million primarily due to development applications which can be attributed to the first full year of fee increases introduced in May 2012. Also, the number of rezoning/official plan amendment applications was higher than expected.

Legislative Services had a \$1.1 million surplus in revenues mainly due to an increase in the number of highway traffic and other provincial charges processed.

Fire and Emergency Services favourable revenue variance of \$0.7 million was mainly due to an increase in the volume of fees for False Alarms and Non Resident Motor Vehicle Accidents.

Business Services had a favourable revenue variance of \$0.5 million due to an increase in tax initiated property sales and ownership change transactions, and higher than planned collection agency recoveries.

Transit farebox revenue was under budget by \$0.6 million primarily due to a colder winter in early 2013 with more storm events and excessive rain and flooding experienced during the evening rush hour on July 8, 2013. Also, as a result of Transit operating costs year-end results being below budget, the transfer from the Provincial Gas Tax Reserve was reduced by \$3.5 million. The unused Provincial Gas Tax funds will be allocated to future Transit operating or capital needs as permitted under Provincial legislation.

Recreation revenues had an unfavourable variance of \$1.3 million due to Golf Course revenue shortfall of \$0.6 million from lower than expected demand, Food Services revenue shortfall of \$0.3 million due to the delay in opening of the Holcim Waterfront Estate and the

Banquet Facility at Civic Centre, Meeting Rooms rental revenue shortfall of \$0.3 million and Ice Rental revenue shortfall of \$0.3 million due to lower than expected demand. These are offset by favourable Community Development revenue of \$0.2 million. A proactive revenue strategy, continued cost reductions and an adjustment to 2014's budget of \$0.8 million are expected to help achieve the Recreation budget in 2014.

Regulatory Services revenues of \$10.9 million were under budget by \$1 million due to shortfalls of \$0.6 million in parking fines and \$0.4 million in Animal Services revenue. The City's new administrative penalties system is expected to be in operation mid-2014 and will significantly improve the recovery rate for parking tickets in future years. Also, for 2014, an adjustment was made to lower the Animal Services' budget by \$0.4 million.

Other Operating:

Roads, Storm Drainage and Watercourses had an unfavourable variance to budget of \$2.5 million. Winter maintenance related activities were \$2.8 million above budget; and Ice Storm related costs of \$1.2 million. These are partially offset by favourable variances in Roads/Sidewalks maintenance of \$0.6 million, and \$0.9 million in savings for cleaning and litter pick up due to favourable contract pricing.

Financial Transactions had an unfavourable variance of \$7.6 million in Other Operating costs. This is primarily due to increases in assessment appeals as a result of accelerated Assessment Review Board decisions, and Request for Reconsiderations as 2012 was a reassessment year. There was also a provision for assessment loss made in advance of pending changes in Provincial regulation. These costs create an unfavourable variance to budget of \$5.3 million. In addition, the City had to pay retroactive property taxes for the Transit garage of \$1.3 million related to the years 2011 to 2013.

Transit had a favourable variance of \$0.6 million due to a \$0.8 million surplus in Contracted Services and other related costs due to the deferral of opening the Transitway. Additionally, there were savings of \$0.6 million in Equipment Cost and Maintenance Agreements, utilities savings of \$0.5 million, and savings in other miscellaneous items totalling \$0.5 million. This is offset by higher diesel fuel costs of \$1.8 million. The difference between the 2013 average actual

price/litre of \$1.02 and the budgeted price of \$0.94/litre was \$0.08/litre.

Strategic Policy had an unfavourable variance of \$0.5 million due to an increase in external counsel professional services for tax issues (airport tenants), labour and employment matters, and environmental litigation.

Recreation had a favourable variance of \$0.8 million due to lower fuel consumption and favourable fuel and hydro rates compared to budget.

Land Development Services was underspent by \$0.7 million, primarily in professional services, due to uncontrollable delays to projects.

Information Technology had a \$0.6 million favourable variance in operating expenses due to lower maintenance contract costs and a later than planned start-up for the Bell e-City contract.

Labour & Benefits:

Financial Transactions labour, which includes benefits and WSIB claims, had a favourable year end variance of \$5.0 million with \$2.4 million related to savings in benefit rates associated with renegotiated SunLife ASO Contract Rates; and \$2.8 million favourable variance related to the difference between estimated and actual claims to Sunlife. The 2014 Council approved operating budget included savings of \$2.4 million related to lower fringe benefit rates.

Transit's labour savings of \$3.9 million, or approximately 3.4% of the Transit labour budget of \$115.5 million budget, are primarily due to staff turnover, vacant positions and recruitment challenges.

The remaining Labour cost savings of \$1.1 million are attributed to staff turnover and vacant positions in various service areas including Regulatory Services, Parks & Forestry, Fire and Emergency Services, Business Services, Information Technology, Library and Facilities and Property Management.

Ice Storm Update:

On December 22, 2013, the City of Mississauga experienced a major ice storm. Staff carried out an effective emergency and recovery response to ensure the safe use of City facilities, roads and sidewalks. Ice Storm related costs in 2013 of \$1.5 million are included in the year end operating results including:

- \$1.2 million for the immediate emergency response, debris clean-up costs and miscellaneous costs;
- \$0.3 million for overtime costs associated with emergency response and debris clean up.

Work will continue to address hazards and debris in parks, trails and watercourses, ongoing tree debris management, tree removal and tree replacement. The forecasted costs in 2014 and beyond bring the total Ice Storm costs to \$26.3 million (excluding \$1.0 million in Enersource costs) as submitted to ODRAP on January 28, 2014. Ice Storm costs in 2014 and beyond are forecasted to be \$24.8 million for the following:

- \$2.7 million for debris removal and hazardous tree mitigation,
- \$13.7 million for tree removal,
- \$7.4 million for tree replacement,
- \$1.0 million for corrective pruning, woodlands, watercourses and natural area restoration.

**Operating Budget
Reserve Requests:**

The accounting principles used by the City require that expenditures for goods and services be recorded when received. At year-end, there are some legally binding obligations for goods and services ordered prior to year-end that are not received.

Appendix 1-3 of this report details Operating Budget Reserve Requests totalling \$0.9 million for 2013 that will be spent in 2014.

Part II: Capital Status

As required under the City's Budget Control Policy, staff are required to report to Council at least twice a year on the Capital works-in-progress review. Included as part of this review is the on-going monitoring, evaluation and identification of projects that can be closed and any funding that can be returned to reserves, or conversely projects requiring additional funding. Following best practices in financial management, staff have reviewed the capital accounts in detail to maximize efficient use of funds.

The City currently has an approved capital program with a total budget of \$818.3 million. Staff is recommending returning approximately \$10.7 million to reserve funds, resulting in a revised net capital budget totalling \$807.6 million. The net approved 2014 Capital Budget of \$174.7 million is not included.

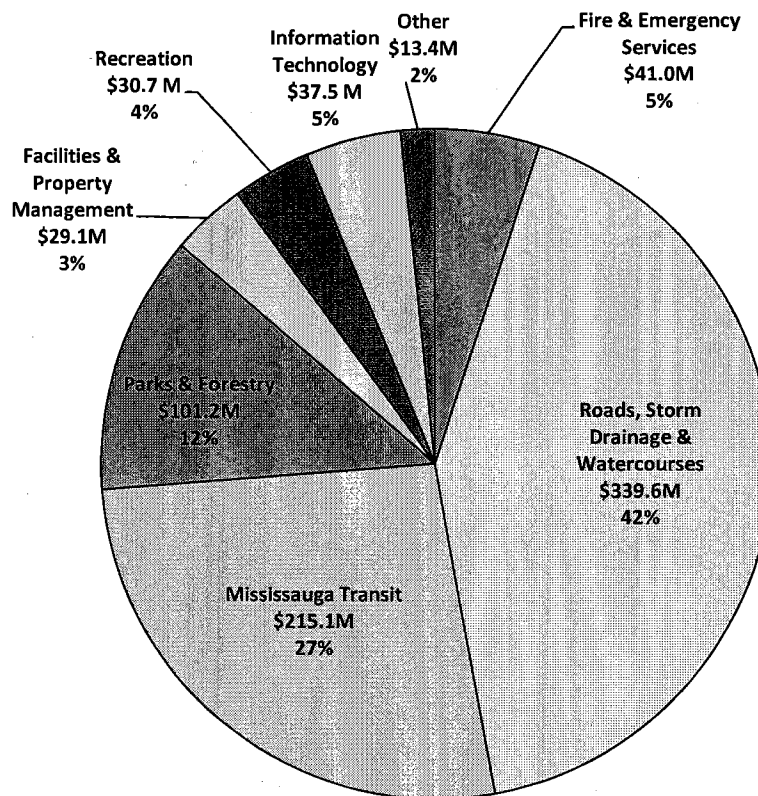
Of the \$807.6 million net capital budget, \$500.9 million or 62% has been spent, with \$306.8 million expenditures still to be incurred. This balance includes \$46.5 million of allocated funds for Transitway projects.

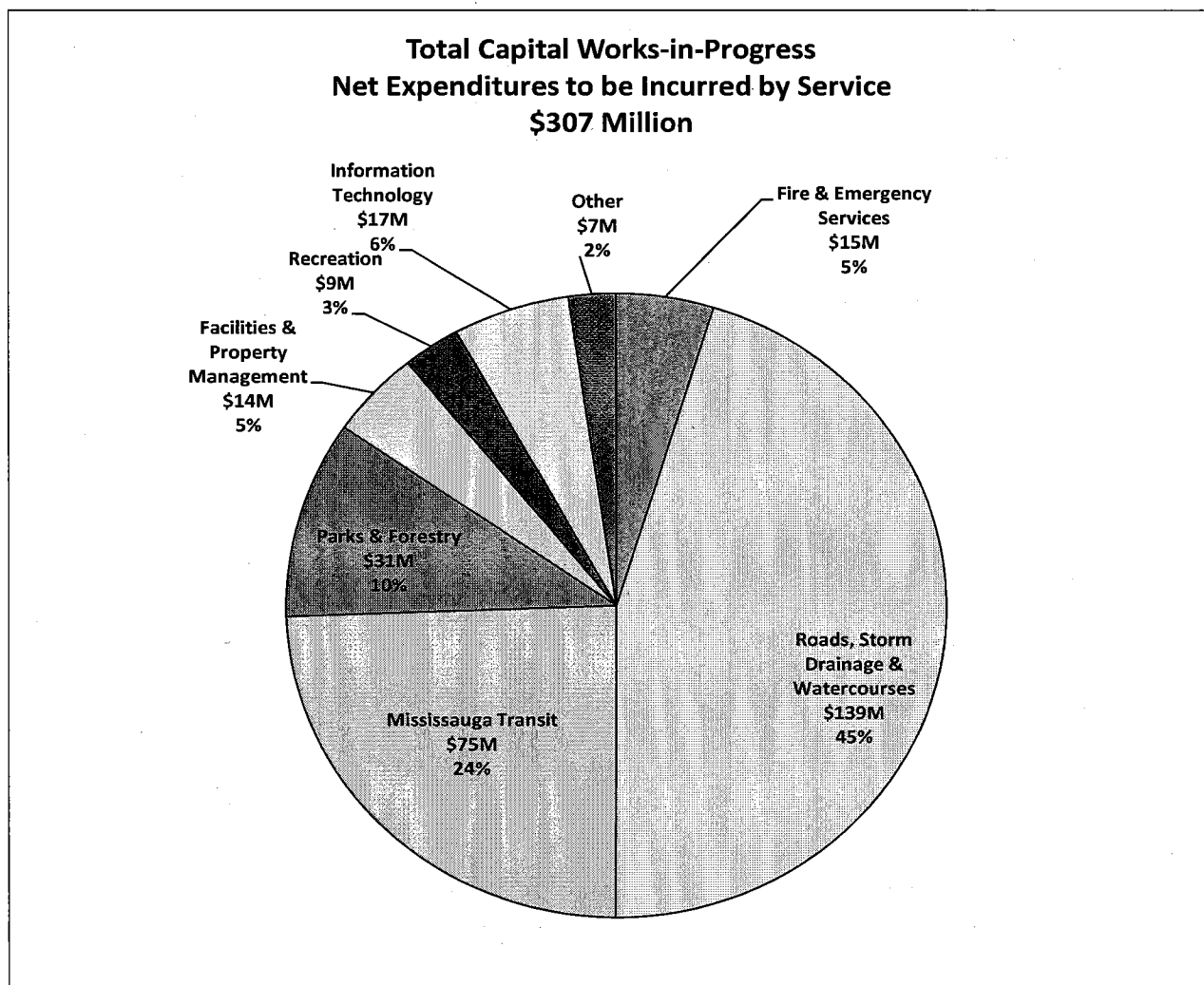
Of the unspent monies, one third is accounted for by

- \$65 million Transitway, Transit land acquisition and transit information systems
- \$24 million Torbram Grade Separation
- \$13 million LED Streetlighting retrofit

The next two charts show the distribution of the City's capital costs and the expenditures still to be incurred by Service. Further details are provided in Appendix 2-1: Summary of Capital Works-In-Progress by Service Area.

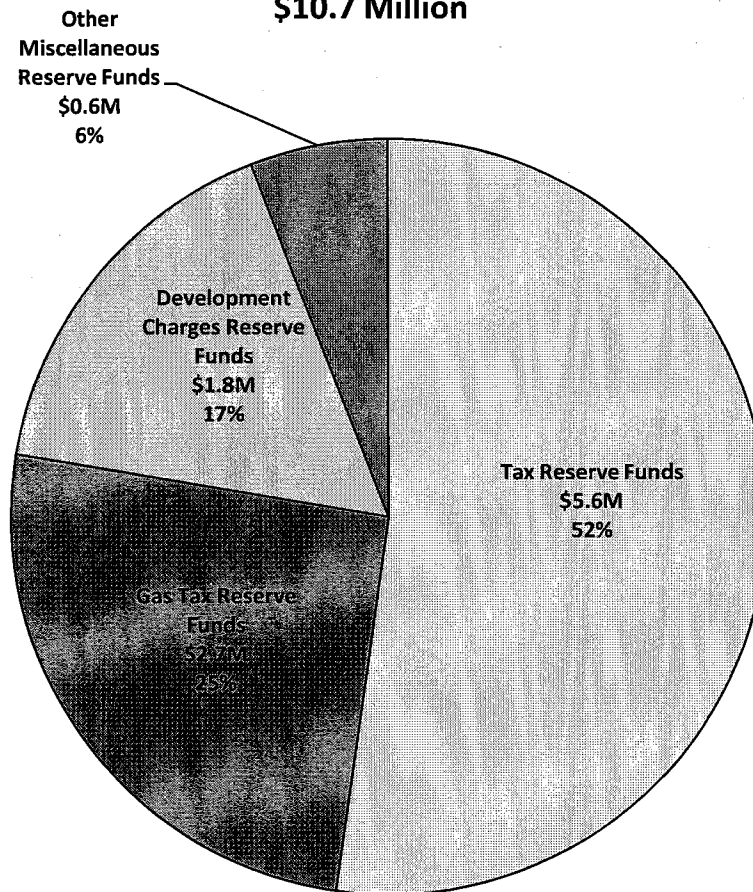
Total Revised Capital Works-in-Progress by Service
\$807.6 Million





As the following chart highlights by funding source, \$10.7 million is being recommended to be returned to reserves as a result of all budget adjustments, transfers and project closures.

**Capital Works-in-Progress Net Expenditure to be Returned
to Reserve Funds by Funding Source
\$10.7 Million**



**Capital Project
Highlights:**

A total of 147 projects are being recommended to be closed as described in Appendix 2-2.

The following are project highlights for open projects that require adjustments. Specific details of all projects are provided in Appendix 2-2 to Appendix 2-4.

Roads, Storm Drainage and Watercourses

- Bridge and Structure Rehabilitation – Various (TWBR00012) requires additional funding in the amount of \$1 million for the structures at Lakeshore Rd E over Serson and Applewood based on detailed engineering professional services estimates. Tannery Rd over Mullet Creek, St. Mary Ave over Applewood Creek and Eglinton Ave over Credit River bridges were completed the Fall 2012 and the maintenance period had ended. Remaining bridges,

including Lakeshore Rd E over Serson and Applewood, are anticipated to be completed by the Fall 2015 with a one year maintenance period to follow.

- Cooksville Creek Erosion Control – Rathburn Rd E to Absolute Ave (TWSD00079) requires additional funding in the amount of \$0.6 million. The original contract called for the salvaging of existing armour stone. As a result of the July 8, 2013 storm, new armour stone is required as well as additional excavation and haulage for the eroded material. Construction is anticipated to be completed by the Fall (November 2014) with a two year warranty period to follow.
- Hurontario St/Highway 401 Interchange (TWMR00008) is returning funding in the amount of \$1.5 million due to favourable contract pricing. The Ontario Ministry of Transportation (MTO) is leading this project. Project was completed October 31, 2013. Final payment for change orders and extras is anticipated to be made in the Spring 2014.
- Sheridan Creek Erosion Control – Clarkson Road to Meadow Wood (TWSD00066) is returning funding in the amount of \$1 million due to favourable contract pricing. Project is ongoing. Anticipated completion is the Spring 2014 with a two year warranty period to follow.

Transit Service

- Transit GTA Farecard (PRESTO) (TWTR00001) is returning funding in the amount of \$3.7 million as the implementation of some services (including 3rd party and kiosk) will likely not occur until the TTC implements PRESTO. With the exception of card reloading services, all elements of the project have been completed. Anticipated completion is the summer 2014.
- Transit Terminal Departure Displays (TWTR00055) is returning funding in the amount of \$1 million due to a reduction from the original scope of work. The project has not yet commenced but remaining funding is to be used for displays at the City Centre Transit Terminal and the Meadowvale Town Centre Terminal. Anticipated completion is year-end 2014.

Appendices:

The following appendices provide capital project funding adjustment details:

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed detail a total of 147 projects with an approved budget of \$92.5 million are being closed with \$3.9 million being returned to reserves or 4.2% of the budget amount for these projects.

Appendix 2-3: Open Projects Requiring Funding Adjustments detail 26 open projects with an approved budget of \$54 million that require funding adjustments. These projects are returning a net \$6.8 million to reserves.

Appendix 2-4: Project Adjustments with No Net Capital Impact lists six projects that are being combined with no net financial impact.

A summary of the net funds returned to reserves by appendix is provided below.

Summary of Funding Adjustments (\$millions)		Returning Funds
Appendix 2-2	Projects Completed, Delayed or Cancelled and to Be Closed	\$3.9
Appendix 2-3	Open Projects Requiring Funding Adjustments	\$6.8
	Net Funds Returned to Reserves	\$10.7

**2014 Capital Projects
Requiring Budget
Adjustments:**

There are two projects that require funding adjustments. These 2014 projects and requests are not included in the 2013 year-end capital appendices.

- Bridge and Structure Rehabilitation (TWBR00021) – Six structures require additional funding in the amount of \$1 million based on detailed professional engineering estimates. Examples include replacing retaining walls and railings not in the original estimates and blocks to strengthen the frame are not in line with updated bridge codes. Additional funding is required to tender the project and commence construction in July 2014. It is recommended that this funding be transferred from the Federal Gas Tax Reserve Fund account.
- Design and Construction of Bridge - Harris Property (CMPF03022) – The funds being returned from these two projects that are being closed in this report offsets the \$215,000 request for funds. \$160,000 is coming from the Land Acquisition – Credit Valley Lands project (CMPF00030) and \$55,000 is coming from the Future Greenbelt Development project (CMPF00056).

Part III: Reserve and Reserve Funds

Funds are placed in reserves and reserve funds to provide for long term liabilities and to smooth fluctuating expenses. Reserves have been established to offset shortfalls and for any over expenditure.

The year-end operating and capital reserve fund level is at \$528.8 million which is a \$57.6 million reduction from January 1, 2013.

The chart below provides consolidated Reserve and Reserve Fund balances by reserve type as at December 31, 2013.

Reserves and Reserve Funds	Balance January 1, 2013 (\$)	Balance December 31, 2013 (\$)	Changes in 2013 Balances	
			(\$000's)	%
Total Operating Reserves	50,664	49,053	(1,611)	(3.2%)
Total Operating Reserve Funds	68,844	67,265	(1,579)	(2.3%)
Total Operating Reserves and Reserve Funds	119,509	116,318	(3,190)	(2.7%)
Total Tax Funded	134,563	148,750	14,187	10.5%
Total Deferred Funded	93,585	134,924	41,339	44.2%
Total Other Funded	123,541	128,842	5,302	4.3%
Total Capital Program Reserve Funds	351,689	412,516	60,828	17.3%
Grand Total	471,197	528,835	57,637	12.2%

The table above includes the staff recommended surplus adjustments as per Corporate Report "2013 Year-End Operating Financial Forecast as of September 30, 2013, 3rd Quarter" dated November 20, 2013.

The year-end transfers includes \$0.6 million of the final year-end surplus to the General Contingency (Account #305125) and \$10.7 million has been transferred to the Capital Reserve Fund (Account #33121) to provide for future capital infrastructure requirements.

The Total Operating Reserve and Reserve Funds have decreased by \$3.2 million or 5.4%. The decline is primarily due to use of reserves to fund one-time expenses for studies based on the strategic plan with the intention of growing services that are important to the taxpayers of Mississauga, the Insurance Reserve as a result of increased claims settlements and increased premium costs and sick leave liability increases.

The year-end balance of the Capital Reserve Funds is higher by \$60.8

million. This is mainly due to higher than forecast development charges revenue, reduction in the budgeted draw downs on capital reserves as a result of timing adjustments to the capital program and the addition of the recommended funds being returned as a result of Works-in-Progress.

Appendix 3-1: Continuity Schedule of Reserves and Reserve Funds provide details on each reserve and reserve fund.

Reserve and Reserve Funds Transfers

The \$11.3 million surplus, which equates to 3.1% of the total operating budget, has been transferred to reserves in accordance to the Reserves and Reserve Fund policy and recommendations approved by General Committee at its meeting on December 4, 2013.

The surplus was allocated as follows:

Transfers to Reserve & Reserve Funds	\$ Million
Capital Reserve Fund	10.7
General Contingency Reserve	0.6
Total Year End Transfers	\$11.3

Best practices recommend the General Contingency Reserve balance should be at least 1% of the City's Gross Operating Expenditures or approximately \$6.4 million. Including all recommendations in this year-end report, the City's General Contingency Reserve will attain this best practice target.

Part IV: Pay Equity Review and Business Improvement Initiative**Pay Equity Review:**

Under Provincial Pay Equity legislation, the City is required to review its Pay Equity plans. In order to complete this review and remain compliant, staff is recommending one time funding from the General Contingency reserve up to a maximum of \$250,000.

Business Improvement Initiative:

Staff is recommending one time funding for a business improvement initiative from the General Contingency reserve up to a maximum of \$79,000. This initiative will educate staff on additional tools and methods that can be used to drive process efficiencies resulting in improved customer satisfaction, staff productivity and cost containment.

CONCLUSION:**Operating Results**

In summary, the City generated a surplus of \$11.3 million at year-end for 2013, which represents 3.1% of the City's net budget of \$369.7 million.

Capital Summary

This report summarizes the status of the City's on-going capital program as at December 31, 2013. The report recommends a revised net capital program of approximately \$807.6 million and approval of the associated funding adjustments.

Reserve and Reserve Funds

The year-end operating and capital reserve and reserve fund balance is \$528.8 million, representing a \$57.6 million increase from January 1, 2013.

ATTACHMENTS:

- Appendix 1-1 Key Factors Contributing to Variances by Service Area
- Appendix 1-2 Operating Details by Service Area
- Appendix 1-3 Operating Budget Reserve Requests

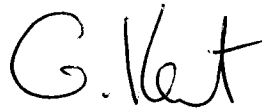
Appendix 2-1 Summary of Capital Works-In-Progress by Service
Area

Appendix 2-2 Projects Completed, Delayed or Cancelled and to Be
Closed

Appendix 2-3 Open Projects Requiring Funding Adjustments

Appendix 2-4 Project Adjustments With No Net Capital Impact

Appendix 3-1 Continuity Schedule of Reserves and Reserve Funds



Gary Kent

Commissioner of Corporate Services and Chief Financial Officer

*Prepared By: Craig Millar, Manager of Financial Planning and
Policy*

Appendix 1-1 Key Factors Contributing to the Variances by Service Area

Service Area (in \$Millions)	Items	2013 Net Budget	2013 Year-End Actuals	Year-End Variance	
				\$ Fav/ (Unfav)	% of Budget
Revenues					
Financial Transactions	Supplementary Tax ⁽¹⁾	(2.3)	(5.3)	3.0	128.4%
Financial Transactions	GTAA PILT	(19.6)	(20.8)	1.2	6.1%
Financial Transactions	Transfers from Reserves and Reserve Funds to mainly fund AD&D, Sick Leave and WSIB ⁽²⁾	(2.2)	(3.1)	0.9	38.3%
Financial Transactions	Tax Penalty & Interest	(8.0)	(9.0)	1.0	12.1%
Financial Transactions	Enersource Dividend	(10.3)	(10.9)	0.6	5.6%
Roads, Storm Drainage and Watercourses	City Centre Parking Fares	(0.9)	(1.1)	0.2	26.0%
Roads, Storm Drainage and Watercourses	Subdivision Fees	(0.2)	(0.5)	0.4	239.3%
Roads, Storm Drainage and Watercourses	Site Plan Application Fees	(0.5)	(0.9)	0.5	102.8%
Roads, Storm Drainage and Watercourses	Internal/ External Recoveries	(3.2)	(3.7)	0.6	17.9%
Mississauga Transit	Transit Farebox Revenues	(71.9)	(71.3)	(0.6)	(0.9%)
Mississauga Transit	Transfer from Reserve/ Provincial Gas Tax	(17.8)	(14.2)	(3.5)	(20.0%)
Land Development	Development & Design - Site Plan Application Fees, Rezoning & Subdivision Application Fees	(2.0)	(3.6)	1.6	79.2%
Fire & Emergency Services	User Fees	(1.2)	(1.9)	0.7	56.4%
Recreation	User Fees	(43.9)	(42.2)	(1.7)	(3.9%)
Regulatory	Parking Fines and Other	(7.0)	(6.3)	(0.6)	(8.9%)
Regulatory	Licensing Dogs	(0.7)	(0.5)	(0.2)	(27.6%)
Legislative Services	POA Fine revenues	(9.9)	(11.0)	1.1	10.8%
Business Services	Various Fees & Charges	(1.8)	(2.3)	0.5	26.6%
Multiple Service Areas	Miscellaneous	(66.4)	(68.3)	1.9	2.9%
All	Revenues	(269.7)	(277.0)	7.2	2.7%

(1) Excluding supplementary taxes related to taxes payable on City property.

(2) Additional transfer from reserves offset by higher expenses in AD&D claims, Sick Leave and WSIB.

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Appendix 1-1 Key Factors Contributing to the Variances by Service Area

Other Operating Expenses

Service Area (in \$Millions)	Items	2013 Net Budget	2013 Year-End Actuals	Year-End Variance	
				\$ Fav/ (Unfav)	% of Budget
Other Operating Expenses					
Recreation	Utilities	9.4	8.7	0.7	7.7%
Roads, Storm Drainage and Watercourses	Hydro Maintenance -Streetlighting	5.2	6.2	(1.0)	(18.9%)
Roads, Storm Drainage and Watercourses	Cleaning & Litter Pickup-Contractor	3.0	2.3	0.8	25.7%
Roads, Storm Drainage and Watercourses	Contractors - Winter Program	14.9	16.3	(1.4)	(9.5%)
Roads, Storm Drainage and Watercourses	Operating Materials - Winter Program	4.7	5.9	(1.2)	(25.1%)
Roads, Storm Drainage and Watercourses	Traffic Management	4.3	4.1	0.2	5.3%
Roads, Storm Drainage and Watercourses	Corporate Fleet	2.9	2.6	0.3	10.7%
Mississauga Transit	Equipment Cost and Maintenance Agreements	1.8	1.2	0.6	33.1%
Mississauga Transit	Utilities	2.4	1.9	0.5	20.0%
Mississauga Transit	Transit Diesel Fuel	16.3	18.2	(1.9)	(11.5%)
Financial Transactions	Tax Assesment Appeals	2.9	6.8	(3.9)	(135.3%)
Financial Transactions	Taxes on City properties *	0.7	2.0	(1.3)	(193.0%)
Land Development	Contractor & Professional Services	0.7	0.1	0.6	83.9%
Strategic Policy	Legal - professional services	1.0	1.7	(0.7)	(76.1%)
Information Technology	Equipment and Maintenance and Licence	5.1	4.4	0.6	12.6%
Business Services	Various materials & supplies	2.5	2.3	0.2	9.6%
Multiple Service Areas	Miscellaneous	130.2	129.2	1.0	0.8%
All	Other Operating Expenses	208.0	213.9	(5.9)	(2.8%)

* Includes Supplementary Tax revenue related to City property.

Labour Costs

Roads, Storm Drainage and Watercourses	Labour	28.2	29.1	(0.9)	(3.1%)
Mississauga Transit	Labour	115.5	111.5	3.9	3.4%
Financial Transactions	Fringe Benefits Contract Savings & Su	2.4	(2.8)	5.2	214.0%
Information Technology	Labour	13.9	13.8	0.2	1.3%
Parks and Forestry	Labour	23.2	22.7	0.4	1.8%
Recreation	Labour	41.7	41.2	0.6	1.4%
Fire & Emergency Services	Labour	86.1	86.6	(0.5)	(0.6%)
Mississauga Library	Labour	20.9	20.5	0.3	1.7%
Regulatory	Labour	11.1	11.1	0.1	0.5%
Legislative Services	Labour	6.0	5.8	0.2	3.4%
Facilities and Property Management	Labour	13.3	13.1	0.2	1.3%
Business Services	Labour	23.8	23.7	0.2	0.7%
Multiple Service Areas	Labour	45.2	45.2	0.1	0.1%
All	Labour Costs	431.4	421.4	10.0	2.3%
Total		369.7	358.4	11.3	3.1%

Appendix 1-2 Operating Details by Service Area

Fire & Emergency Services

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(1.3)	(2.0)	0.7	50.0%	Favourable variance mainly due to an increase in the volume of fees in False Alarms and Non Resident Motor Vehicle Accidents.
Other Operating Expenses	3.5	2.6	0.9	26.1%	Favourable variance due to reversing a \$1.3 million transfer from reserve fund that is offset in labour costs. Excluding the one time reversal, the variance is \$0.4 million unfavourable and is mainly due to increased Non Resident Motor Vehicle Accident costs, Fuel costs, and Uniform Costs.
Labour Costs	86.1	86.6	(0.5)	(0.6%)	Unfavourable variance due to reversing a \$1.3 million transfer from reserve fund that is offset in other operating expenses. Excluding the one time reversal, the variance is \$0.8 million favourable mainly due to labour gapping savings.
Total Net Cost before Administrative and Support Costs	88.3	87.2	1.1	1.2%	
Administrative and Support Costs	0.8	0.9	(0.1)	(10.4%)	Unfavourable variance due to higher than expected hydro and utilities costs.
Total Net Cost	89.1	88.1	1.0	1.1%	

Roads, Storm Drainage and Watercourses

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(9.1)	(10.8)	1.7	18.6%	Favourable variance primarily due to: \$0.2 million surplus from off street parking revenues, \$0.4 million surplus due to higher than expected subdivision engineering fees, \$0.5 million surplus in site plan application fees and increased rezoning/official plan amendment applications and \$0.6 million surplus due to significant increase in recoverable operating and capital contractor activities.
Other Operating Expenses	47.7	50.2	(2.5)	(5.3%)	A year-end deficit primarily due to: \$0.9 million over expenditure in the Street Lighting program due to increase in Global Adjustment and Distribution component's monthly payments, \$1.4 million over expenditure in contractors and \$1.2 million in Operating Materials due to higher than normal winter activities. Ice storm costs amounted to \$1.2 million. These amounts are off set by favourable variances in Roads/Sidewalk Maintenance of \$0.6 million due to lower than budgeted activities, \$0.9 million surplus in cleaning and litter pick up due to favourable contract pricing, \$0.2 million surplus due to favourable contract pricing and lower than budgeted activities for Traffic Management; and \$0.3 million surplus in Corporate fleet due to favourable pricing.
Labour Costs	28.2	29.1	(0.9)	(3.1%)	A year-end deficit mainly attributes to the shortfall of \$0.8 million in Recovery from Capital Projects due to decrease of expenditures.
Total Net Cost before Administrative and Support Costs	66.8	68.5	(1.7)	(2.5%)	
Administrative and Support Costs	1.7	1.5	0.2	10.0%	
Total Net Cost	68.5	70.1	(1.5)	(2.2%)	

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Mississauga Transit

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(96.4)	(91.8)	(4.6)	(4.7%)	Year end deficit primarily attributable to the shortfall of \$3.5 million in transfer from Reserve/Provincial Gas Tax to ensure the transfer reflects actual net operating costs in line with budgeted net operating costs for FY 2013, \$0.6 million shortfall in farebox revenues is realized due to harsh weather conditions.
Other Operating Expenses	33.6	32.9	0.6	1.9%	The average price/litre of \$1.02 for diesel fuel which is \$0.08/litre higher than the budgeted price of \$0.94/litre, resulting in an over expenditure of \$1.8M. This is offset by \$0.5M surplus in utilities, \$0.6M surplus in equipment and maintenance agreements due to maintenance fees not materializing as expected, \$0.2M surplus in Bus Rustproofing due to delays in implementation of the program, \$0.5M year end surplus in Contracted Services due to deferral of opening the Transitway, surplus in farebox dumping services and VCOMM budget approved but not required as well as \$0.3M surplus in Advertising and Promotions due to reduction in ad campaign because of deferral of opening the Transitway and Miscellaneous other items totalling a surplus of \$0.3M.
Labour Costs	115.5	111.5	3.9	3.4%	Labour surplus of \$3.9 million in excess of the labour gapping target is due to staff turnover, vacant positions and recruitment challenges.
Total Net Cost before Administrative and Support Costs	52.6	52.6	(0.0)	(0.0%)	
Administrative and Support Costs	2.1	2.1	0.0	0.7%	
Total Net Cost	54.7	54.7	0.0	0.0%	

Parks and Forestry

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(3.8)	(3.8)	(0.0)	(0.6%)	
Other Operating Expenses	10.4	10.3	0.1	0.9%	
Labour Costs	23.2	22.7	0.4	1.8%	Normal labour gapping.
Total Net Cost before Administrative and Support Costs	29.7	29.2	0.5	1.7%	
Administrative and Support Costs	0.9	0.8	0.0	2.8%	
Total Net Cost	30.6	30.0	0.5	1.7%	

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Mississauga Library

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(2.3)	(2.1)	(0.3)	(10.8%)	Decline in fine revenues is caused by implementation of an electronic notification system and the growing number of e-book users.
Other Operating Expenses	5.2	5.1	0.1	2.1%	Favourable variance is due to lower utilities costs
Labour Costs	20.9	20.5	0.3	1.7%	Normal labour gapping and pending self-serve implementation.
Total Net Cost before Administrative and Support Costs	23.7	23.5	0.2	0.8%	
Administrative and Support Costs	0.7	0.7	0.0	2.8%	
Total Net Cost	24.4	24.2	0.2	0.9%	

Business Services

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(1.8)	(2.3)	0.5	26.6%	Favourable variance stems from an increase in tax initiated property sales and ownership change transactions, and higher than planned collection agency recoveries.
Other Operating Expenses	2.5	2.3	0.2	9.6%	Favourable variance due to higher than planned recoveries, delayed training and miscellaneous other savings.
Labour Costs	23.8	23.7	0.17	0.7%	Favourable variance due to normal staff turnover.
Total Net Cost before Administrative and Support Costs	24.6	23.7	0.9	3.6%	
Administrative and Support Costs	0.4	0.4	0.0	2.4%	
Total Net Cost	25.0	24.1	0.9	3.6%	

Facilities and Property Management

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(0.4)	(0.4)	0.1	17.9%	
Other Operating Expenses	7.9	7.9	0.1	0.7%	
Labour Costs	13.2	13.1	0.2	1.1%	Favourable variance due to normal staff turnover.
Total Net Cost before Administrative and Support Costs	20.8	20.5	0.3	1.3%	
Administrative and Support Costs	(0.7)	(0.8)	0.0	1.0%	
Total Net Cost	20.0	19.8	0.3	1.4%	No Significant Variances

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Recreation

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(44.9)	(43.6)	(1.3)	(2.9%)	Revenue shortfall of \$1.3 million is primarily due to Golf Courses revenue shortfall of \$0.6 million due to lower rounds offset by \$0.4 million savings in operating expenses; Food Services revenue shortfall of \$0.3 million due to the delay in opening of Bell Gairdner Estate and Banquet Facility at Civic Center, partially offset by lower expenses; Meeting Rooms rental revenue shortfall of \$0.3 million and Ice Rental revenue shortfall of \$0.3 million due to demographic changes, offset with favourable Community Development revenue of \$0.2 million. A proactive revenue strategy, continued cost reductions and a 2014 budget adjustment of \$0.8 million is expected to achieve the Recreation budget in 2014.
Other Operating Expenses	22.5	21.7	0.8	3.5%	Primarily due to favourable utilities as a result of lower consumption and better fuel and hydro rates.
Labour Costs	41.7	41.2	0.6	1.4%	Normal labour gapping.
Total Net Cost before Administrative and Support Costs	19.3	19.2	0.1	0.3%	
Administrative and Support Costs	0.5	0.4	0.1	20.3%	
Total Net Cost	19.8	19.7	0.2	0.9%	

Information Technology

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(0.6)	(0.5)	(0.1)	(12.2%)	
Other Operating Expenses	5.1	4.4	0.6	12.6%	Favourable variance was primarily due to lower IT maintenance contract costs for the Elections, GIRO (Transit) and Public Library software as well as a later than planned start-up for the Bell e-City contract.
Labour Costs	13.9	13.8	0.2	1.3%	Favourable variance due to normal staff turnover.
Total Net Cost before Administrative and Support Costs	18.5	17.7	0.7	4.0%	
Administrative and Support Costs	(0.7)	(0.7)	0.0	1.0%	
Total Net Cost	17.7	17.0	0.8	4.3%	

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Strategic Policy

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(1.0)	(1.2)	0.2	17.5%	The surplus is due to an increase in the volume of development agreements generating extra fees. There was also an increase in site application revenue distributed from Land Development Services related to the higher volume of development work.
Other Operating Expenses	2.2	2.7	(0.5)	(22.0%)	The deficit is due to an increase in external counsel professional services primarily from increased tax (airport tenants), labour and employment and environmental litigation.
Labour Costs	10.0	9.9	0.0	0.3%	
Total Net Cost before Administrative and Support Costs	11.2	11.5	(0.3)	(2.6%)	
Administrative and Support Costs	0.0	0.0	0.0	0.0%	
Total Net Cost	11.2	11.5	(0.3)	(2.6%)	

Land Development Services

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(12.1)	(13.5)	1.4	11.4%	This favourable variance is primarily due to Development Applications and can be attributed to the first full year of fee increases introduced in May 2012 and higher than expected number of rezoning/official plan amendment applications. There was an 85% increase in the number of rezoning/official plan applications submitted from 2012. In addition, application fees increased 3% effective January 1, 2014, therefore a number of applicants submitted applications in December 2013 rather than in 2014 to avoid the fee increase. The 2013 Building Permit revenues of \$ 9.4 million was under budget by \$0.2 million.
Other Operating Expenses	1.3	0.5	0.7	58.7%	Professional services were underspent primarily due to uncontrollable delays to projects.
Labour Costs	15.0	14.8	0.1	0.8%	No significant variances.
Total Net Cost before Administrative and Support Costs	4.1	1.8	2.2	55.0%	
Administrative and Support Costs	2.8	2.7	0.1	5.1%	No significant variances.
Total Net Cost	6.9	4.5	2.4	34.7%	

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Arts & Culture

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(1.8)	(1.8)	0.0	0.1%	
Other Operating Expenses	3.7	3.6	0.1	2.3%	
Labour Costs	4.4	4.4	0.1	1.5%	
Total Net Cost before Administrative and Support Costs	6.4	6.2	0.1	2.4%	
Administrative and Support Costs	0.1	0.1	0.0	3.9%	
Total Net Cost	6.4	6.3	0.2	2.4%	

Mayor & Council

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	0.0	0.0	0.0	0.0%	
Other Operating Expenses	0.6	0.5	0.1	18.7%	No significant variances.
Labour Costs	3.7	3.7	(0.1)	(1.8%)	No significant variances.
Total Net Cost before Administrative and Support Costs	4.3	4.2	0.0	1.1%	
Administrative and Support Costs	0.0	0.0	0.0	0.0%	
Total Net Cost	4.3	4.2	0.0	1.1%	No Significant Variances

Regulatory Services

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(11.8)	(10.9)	(1.0)	(8.0%)	A year end shortfall primarily pertains to the following: \$0.6 million shortfall in parking fines is based on the existing administrative structure and processes as well as \$0.2 million shortfall in dog licensing due to optimistic budgeting recommendations.
Other Operating Expenses	1.9	1.8	0.1	7.7%	
Labour Costs	11.1	11.1	0.1	0.5%	
Total Net Cost before Administrative and Support Costs	1.2	2.0	(0.8)	(62.9%)	
Administrative and Support Costs	0.5	0.5	0.0	4.3%	
Total Net Cost	1.7	2.5	(0.7)	(41.9%)	

Numbers may not add due to rounding.

Appendix 1-2 Operating Details by Service Area

Legislative Services

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(9.9)	(11.0)	1.1	10.8%	Favourable variance due to an increase in the number of serious highway traffic and other provincial charges processed.
Other Operating Expenses	1.2	1.2	(0.0)	(0.3%)	
Labour Costs	6.0	5.8	0.2	3.4%	Favourable variance due to normal staff turnover and vacant positions.
Total Net Cost before Administrative and Support Costs	(2.7)	(3.9)	1.3	47.8%	
Administrative and Support Costs	0.1	0.1	0.0	2.5%	
Total Net Cost	(2.5)	(3.8)	1.3	49.9%	

Financial Transactions

Item	2013 Budget	2013 Year-End Actuals	Year-End Variance		Comments and Action Plan
			\$ Fav/ (Unfav)	% of Budget	
Total Revenues	(72.2)	(80.9)	8.7	12.1%	The favourable variance of \$8.7 million is mainly due to increased Supplementary Taxes of \$3.0 million from billings to several condominium buildings and the Transit garage (which is taxable not exempt); higher GTAA Airport Payments in lieu of taxes of \$1.2M, associated with increased passenger count and an increase in the City's share of the total commercial rate; Reserve & Reserve Funds Transfers of \$0.9 million, offset by related increased expenses (AD&D Legal Settlement \$0.5 million; Sick Leave Reserve Fund \$0.2 million; WSIB Reserve \$0.2 million); higher Tax Penalty and interest revenue of \$1.0 million due to the taxpayer's willingness and ability to pay; increased Enersource dividend of \$0.6 million; and the sale/disposal of assets of \$0.6 million.
Other Operating Expenses	58.0	65.6	(7.6)	(13.1%)	An unfavourable variance of \$7.6 million is primarily due to increased taxes for city owned properties including Transit Garage \$1.3 million due to retroactive property taxes related to the years 2011-2013; increased Assessment Appeals (ARB) \$3.9 million as a result of accelerated Assessment Review Board decisions and Requests for Reconsiderations due to 2012 being a reassessment year which is partially offset by \$3 million in Supplementary taxation revenues. Reserve & Reserve Funds Transfers of \$0.9 million offset against related increased revenues (AD&D Legal Settlement \$0.5 million; Sick Leave Reserve Fund \$0.2 million; WSIB Reserve \$0.2 million).
Labour Costs	6.0	1.0	5.0	83.1%	A favourable variance of \$5 million is mainly due to savings of \$2.4 million due to renegotiated SunLife ASO Contract Rates and \$2.8 million SunLife Year-End Surplus adjustment; Retiree Benefits savings of \$0.5 million due to decreased health and dental rate premiums; WSIB Premium Recovery \$0.2 million; offset by Sick Leave Payments \$0.3 million; and legal settlements for AD&D Claims in Fire \$0.5 million.
Total Net Cost before Administrative and Support Costs	(8.2)	(14.4)	6.1	74.9%	
Administrative and Support Costs	0.0	0.0	0.0	0.0%	
Total Net Cost	(8.2)	(14.4)	6.1	74.9%	
City Grand Total Net Cost	369.7	358.4	11.3	3.1%	

Numbers may not add due to rounding.

Appendix 1-3: Operating Budget Reserve Requests

Service Area	Standard or Special Contract Reference	Supplier	Description of Goods/Services Ordered	Account Number	Amount \$
Transit Services	4600014820	Martin & Levesque Inc.	MiWay branded uniforms for Transit Operators	715820-23564	750,000
Business Services	4500402661	Stratford Managers Corporation	Compensation Consulting	715617-27754	22,600
Business Services	4600014299	Metrics @Work Inc.	Employee Survey	715601-21460	15,000
Business Services	4500909260	Prosci Change Management	Change Management Training	715601-27755	25,000
Business Services	4500408693	Salescorp Inc. DBA EZSIGMS Group	LEAN Training	715601-27755	45,000
Total					857,600

Appendix 2-1: Summary of Capital Works-In-Progress by Service Area As of December 31, 2013

Service Area	# of Active Projects/Programs	Revised Net City Cost (\$000)	Approved Net City Cost (\$000)	(Surplus) / Additional Funds Required (\$000)	Net Expenditures to December 31/2013 (\$000)	Net Expenditures as a % of Revised Net City Cost	Balance of Net Expenditure to be Incurred (\$000)
Summary of All Projects/Programs *							
Fire & Emergency Services	27	40,981	40,959	22	26,198	64%	14,783
Roads, Storm Drainage & Watercourses	220	339,647	343,243	-3,595	200,804	59%	138,843
Mississauga Transit	41	215,115	220,013	-4,899	140,384	65%	74,730
Parks & Forestry	193	101,208	102,044	-836	69,795	69%	31,414
Mississauga Library	11	6,546	6,546	0	3,591	55%	2,955
Business Services	12	1,474	1,480	-6	477	32%	997
Facilities & Property Management	64	29,118	29,949	-831	15,278	52%	13,840
Recreation	24	30,718	30,715	4	22,089	72%	8,630
Information Technology	131	37,455	38,007	-552	20,004	53%	17,450
Strategic Policy	5	2,596	2,596	0	1,365	53%	1,231
Land Development Services	9	1,400	1,400	0	216	15%	1,184
Arts & Culture	17	1,258	1,260	-2	586	47%	671
Legislative Services	3	120	120	0	90	75%	30
TOTAL CITY	757	807,636	818,331	-10,695	500,877	62.0%	306,759
Summary of 2013 Projects/Programs							
Fire & Emergency Services	6	2,218	2,218	0	307	14%	1,911
Roads, Storm Drainage & Watercourses	49	57,664	57,475	189	22,244	39%	35,420
Mississauga Transit	14	18,152	19,232	-1,080	15,583	86%	2,570
Parks & Forestry	65	23,310	23,310	0	11,282	48%	12,028
Mississauga Library	3	426	426	0	117	27%	309
Business Services	8	985	991	-6	204	21%	781
Facilities & Property Management	27	9,421	9,395	26	2,854	30%	6,567
Recreation	9	5,360	5,360	0	3,685	69%	1,675
Information Technology	36	10,224	10,284	-60	3,159	31%	7,065
Strategic Policy	1	100	100	0	0	0%	100
Land Development Services	8	1,300	1,300	0	216	17%	1,084
Arts & Culture	5	195	195	0	1	1%	193
Legislative Services	1	20	20	0	0	0%	20
TOTAL CITY - 2013	232	129,375	130,305	-931	59,651	46%	69,723
Summary of 2012 Projects/Programs							
Fire & Emergency Services	13	10,164	10,172	-8	3,271	32%	6,893
Roads, Storm Drainage & Watercourses	46	66,339	67,800	-1,460	36,162	55%	30,177
Mississauga Transit	9	3,539	3,548	-9	307	9%	3,232
Parks & Forestry	47	11,454	11,527	-73	4,113	36%	7,341
Mississauga Library	4	311	311	0	52	17%	260
Business Services	2	76	76	0	14	18%	62
Facilities & Property Management	30	13,036	13,825	-789	8,174	63%	4,861
Recreation	5	7,855	7,855	0	4,534	58%	3,321
Information Technology	37	10,109	10,184	-75	4,730	47%	5,380
Strategic Policy	3	1,596	1,596	0	1,060	66%	536
Land Development Services	0	0	0	0	0	0%	0
Arts & Culture	5	301	301	0	134	44%	167
TOTAL CITY - 2012	201	124,780	127,194	-2,414	62,550	50%	62,230

Appendix 2-1: Summary of Capital Works-In-Progress by Service Area As of December 31, 2013

Service Area	# of Active Projects/Programs	Revised Net City Cost (\$000)	Approved Net City Cost (\$000)	(Surplus) / Additional Funds Required (\$000)	Net Expenditures to December 31/2013 (\$000)	Net Expenditures as a % of Revised Net City Cost	Balance of Net Expenditure to be Incurred (\$000)
Summary of 2011 Projects/Programs							
Fire & Emergency Services	4	2,965	2,965	0	412	14%	2,553
Roads, Storm Drainage & Watercourses	31	49,815	49,230	585	34,114	68%	15,701
Mississauga Transit	4	812	829	-16	667	82%	146
Parks & Forestry	29	12,330	12,386	-56	3,453	28%	8,878
Mississauga Library	3	1,809	1,809	0	458	25%	1,351
Business Services	1	14	14	0	14	100%	0
Facilities & Property Management	5	6,018	6,050	-32	3,640	60%	2,378
Recreation	3	3,741	3,741	0	3,731	100%	10
Information Technology	30	4,676	4,770	-94	2,294	49%	2,382
Strategic Policy	1	900	900	0	304	34%	596
Land Development Services	1	100	100	0	0	0%	100
Arts & Culture	6	681	683	-2	380	56%	301
Legislative Services	2	100	100	0	90	90%	10
TOTAL CITY - 2011	120	83,962	83,576	385	49,557	59%	34,405
Summary of 2010 and Prior Project/Programs							
Fire & Emergency Services	4	25,634	25,604	30	22,207	87%	3,427
Roads, Storm Drainage & Watercourses	94	165,830	168,739	-2,909	108,285	65%	57,545
Mississauga Transit	14	192,611	196,405	-3,794	123,828	64%	68,783
Parks & Forestry	52	54,114	54,821	-708	50,947	94%	3,167
Mississauga Library	1	4,000	4,000	0	2,964	74%	1,036
Business Services	1	400	400	0	246	62%	154
Facilities & Property Management	2	644	679	-35	611	95%	33
Recreation	7	13,762	13,759	4	10,138	74%	3,624
Information Technology	28	12,444	12,768	-323	9,821	79%	2,623
Arts & Culture	1	81	81	0	72	88%	9
TOTAL CITY - 2010 & Prior	204	469,520	477,255	-7,736	329,119	70%	140,401

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Fire & Emergency Services						
CMFS00023	Interface Fire/Medical Dispatch Computer Systems	Project complete. PN to be closed. Return remaining funds.	79.7	80.0	(0.3)	Tax -Capital RF
CMFS00030	J.R. Miller Environmental Assessment	Project complete. PN to be closed. Return remaining funds.	62.6	70.0	(7.4)	Tax -Capital RF
CMFS00037	Personal Protective Equipment Replacement	Project complete. PN to be closed. Return remaining funds.	50.0	50.0	0.0	Tax -Fire Vehicle & Equipment Replacement RF
Total - Fire & Emergency Services			192.3	200.0	(7.7)	
Road, Storm Drainage & Watercourses						
TWSD00003	Credit River Watershed Erosion Control-Downstream of Britannia Road West	Project is complete. Funds to be returned and project closed.	622.5	640.0	(17.5)	DCA -Storm Water Management RF, Tax -Capital RF
TWMR00005	Clarica Drive - Hurontario to Burnhamthorpe Road West	Project is complete and can be closed.	125.0	125.0	0.0	Developer Contributions -Roads RF
TWSD00006	Meadowvale Business Park District Channel, Culvert, and Pond Works	Project is complete. Funds to be returned and project closed.	466.4	486.0	(19.6)	DCA -Storm Water Management RF, Recovery from Region
TWOE00007	Facility Repairs	Project is complete. Funds to be returned and project closed.	24.2	25.0	(0.8)	Tax -Facility Repairs & Renovations RF
TWMR00010	Confederation Parkway - Burnhamthorpe Road West to Queensway West	Project is complete. Funds to be returned and project closed.	6,760.3	6,834.5	(74.2)	Tax -Roadway Infrastructure Maintenance & Replacement RF, DCA -City Wide Engineering RF, Recovery from Region
TWSD00015	Retrofit Loyalist Creek SWM Pond #5903-Winston Churchill Blvd-The Collegeway	Project is complete. Funds to be returned and project closed.	94.3	120.0	(25.7)	DCA -Storm Water Management RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Road, Storm Drainage & Watercourses						
TWOE00012	Traffic Signals	Project is complete. Funds to be returned and project closed.	1,291.2	1,350.0	(58.8)	Tax -Roadway Infrastructure Maintenance & Replacement RF, Developer Contributions -Traffic Signals RF, DCA -City Wide Engineering RF
TWBR00004	Bridge Repairs	Project is complete. Funds to be returned and project closed.	20.1	102.0	(81.9)	Tax -Capital RF
TWOE00015	Property Acquisition	Project is complete. Additional funds required and project closed.	5,729.3	5,725.0	4.3	DCA -City Wide Engineering RF
TWOE00016	Traffic Signals	Project is complete. Funds to be returned and project closed.	1,200.9	1,466.8	(265.9)	Tax -Roadway Infrastructure Maintenance & Replacement RF, Developer Contributions -Traffic Signals RF, DCA -City Wide Engineering RF
TWRR00009	Reconstruction of Tenth Line from Britannia North of Derry	Project is complete. Funds to be returned and project closed.	1,849.4	1,947.0	(97.6)	Tax -Roadway Infrastructure Maintenance & Replacement RF, Recovery from Region
TWSD00024	Monitoring and minor modification of SWM Facilities - Various Locations	Project is complete. Funds to be returned and project closed.	75.5	80.0	(4.5)	DCA -Storm Water Management RF
TWSD00034	Land Acquisition - North 16 District SWM Pond #5502 - Between 9th and 10th Line	Project is complete. Funds to be returned and project closed.	603.7	606.5	(2.8)	DCA -Storm Water Management RF
TWSD00033	Sheridan Creek Erosion Control - Downstream of Benedet Drive	Project is complete. Funds to be returned and project closed.	35.9	50.0	(14.1)	DCA -Storm Water Management RF, Tax - Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Road, Storm Drainage & Watercourses						
TWRR00011	Road Resurfacing-West	Project is complete. Funds to be returned and project closed.	8,859.9	8,959.0	(99.1)	Tax -Roadway Infrastructure Maintenance & Replacement RF, Recovery from Region
TWBR00009	Bridge Repairs	Project is complete. Funds to be returned and project closed.	111.0	120.0	(9.0)	Tax -Capital RF
TWOE00045	Traffic Signals	Project is complete. Funds to be returned and project closed.	1,321.1	1,566.9	(245.8)	DCA -City Wide Engineering RF, Developer Contributions -Traffic Signals RF, Tax -Roadway Infrastructure Maintenance & Replacement RF, Recovery from Province
TWSD00035	Stormwater Financing Study Phase 1	Project is complete. Funds to be returned and project closed.	349.0	350.0	(1.0)	Tax -Capital RF
TWOE00048	Noise Wall Program	Project is complete and can be closed.	800.0	800.0	0.0	Tax -Capital RF
TWOE00049	New Vehicles & Equipment	Project is complete. Additional funds required and project closed.	201.8	195.0	6.8	DCA- Public Works Buildings & Fleet RF, Tax -Capital RF
TWOE00054	Field Equipment Replacement - Traffic Controllers	Project is complete. Funds to be returned and project closed.	135.6	190.0	(54.4)	Tax -Capital RF
TWOE00060	Streetlighting	Project is complete. Additional funds required and project closed.	1,433.6	1,416.7	16.9	Tax -Capital RF
TWSD00062	Update and Enhancement of the Rain Gauge Network	Project is complete. Funds to be returned and project closed.	24.8	25.0	(0.2)	Tax -Capital RF
TWSD00064	Minor Erosion Control Works - Various Locations	Project is complete. Funds to be returned and project closed.	10.4	80.0	(69.6)	DCA -Storm Water Management RF, Tax -Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Road, Storm Drainage & Watercourses						
TWSD00068	Stormwater Pilot Studies	Project is complete. Funds to be returned and project closed.	100.0	100.0	0.0	Tax -Capital RF
TWSD00069	Storm Sewer Oversizing - Various Locations	Annual oversizing DC credit was not required in 2013. Project to be closed and funds to be returned.	0.0	200.0	(200.0)	DCA -Storm Water Management RF
TWOE00068	Topographical Updating	Project is complete. Funds to be returned and project closed.	42.7	45.0	(2.3)	DCA -Storm Water Management RF
TWOE00072	Traffic Signal Equipment Enhancements	Project is complete. Funds to be returned and project closed.	146.4	155.0	(8.6)	DCA -City Wide Engineering RF
Total - Road, Storm Drainage & Watercourses			32,435.3	33,760.4	(1,325.1)	
Mississauga Transit						
TWTR00011	Transit Revenue Operation Improvements	Project is complete. Additional funds required and project closed.	161.8	150.0	11.8	Gas Tax -Federal Gas Tax -City Allocation RF
TWTR00021	Transit Stop Identification (MiWay)	Project is complete. Funds to be returned and project closed.	494.0	500.0	(6.0)	Gas Tax -Federal Gas Tax -Regional Allocation To City RF
TWTR00023	Transit Change-Off Vehicle Acquisitions - Growth	Project is complete. Funds to be returned and project closed.	33.7	50.0	(16.3)	DCA -Transit RF, 33121 Tax -Capital RF
TWTR00034	Transit Change-Off Vehicle Acquisitions - Growth	Project is complete. Funds to be returned and project closed.	16.8	25.0	(8.2)	DCA -Transit RF, Tax -Capital RF
TWTR00047	Transit Facility Repairs (Minor)	Project is complete. Funds to be returned and project closed.	39.3	40.0	(0.7)	Tax -Facility Repairs & Renovations RF
TWTR00057	Transit Bus Acquisitions - Replacement	Project is complete. Funds to be returned and project closed.	13,862.5	13,892.0	(29.5)	Gas Tax -Federal Gas Tax -Regional Allocation To City RF, Gas Tax -Provincial Gas Tax RF
Total - Mississauga Transit			14,608.2	14,657.0	(48.8)	
Parks & Forestry						
CMPP00003	Basic Dev., 1.2ha (3.0 ac) - Construction - Daniels	Project completed and to be closed. Return remaining funds.	3,574.4	3,613.7	(39.3)	DCA -Recreation RF
CMPP00005	Credit River parks strategy	Project completed and to be closed. Return remaining funds.	222.3	250.0	(27.7)	Tax -Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Parks & Forestry						
CMPF00006	Various sites safety surface replacement (5)	Project completed and to be closed. Return remaining funds.	129.7	132.5	(2.8)	Tax -Capital RF
CMPF00007	Central Library and Civic Grounds - Design	Project completed and to be closed. Return remaining funds.	200.1	284.6	(84.5)	Tax -Capital RF
CMPF00010	Sheridan Park - Ball Diamond Lighting	Project completed and to be closed. Return remaining funds.	202.1	228.0	(25.9)	DCA -Recreation RF
CMPF00013	Unlit Sports Field Maintenance - Various Locations	Project completed and to be closed. Return remaining funds.	275.4	287.0	(11.6)	Tax -Capital RF
CMPF00017	Playground Redevelopment - Various Sites	Project completed and to be closed. Return remaining funds.	1,140.9	1,144.0	(3.1)	Tax -Capital RF
CMPF00022	Installation of a new baseball lighting system	Project completed and to be closed. Return remaining funds.	204.8	208.3	(3.5)	Big 3 Amenities-Markborough RF
CMPF00023	Streetscape Pathway - Burnhamthorpe- Davis Smith	Project completed and to be closed. Return remaining funds.	70.9	110.0	(39.1)	Tax -Capital RF
CMPF00024	Basic Development 7 ha (17.2 ac) - O'Connor Park	Project completed and to be closed. Return remaining funds.	2,868.3	2,892.3	(24.0)	Tax -Capital RF, DCA - Recreation RF
CMPF00030	Land Acquisition-Credit Valley LandsF074	As per GC-0010-2014, \$160K is committed for design and construction of the bridge on Harris property. This project is to be closed and \$160K to be returned and requested for Project Design and Construction of Bridge on Harris Property (CMPF03022).	6,816.7	6,990.0	(173.3)	CIL Cash In Lieu Of Parkland Dedication RF
CMPF00031	Pinic Shelter at Mississauga Valley	Project completed and to be closed.	410.6	407.4	3.2	Tax -Capital RF
CMPF00033	Lisgar Fields	Project completed and to be closed. Return remaining funds.	695.3	700.0	(4.7)	Tax -Capital RF
CMPF00035	Churchill Meadows Community Common	Project completed and to be closed. Return remaining funds.	207.4	212.0	(4.6)	Tax -Capital RF
CMPF00036	Jim Murray Community Park	Project completed and to be closed. Return remaining funds.	281.3	288.0	(6.7)	Tax -Capital RF
CMPF00037	Trail from Glamorgan Way to Culhum Trail	Project completed and to be closed. Return remaining funds.	589.1	590.0	(0.9)	Tax -Capital RF
CMPF00040	Lit Sports Field Maintenance - Various Locations	Project completed and to be closed. Return remaining funds.	213.8	254.0	(40.2)	Tax -Capital RF
CMPF00041	Unlit Sports Field Maintenance - Various Locations	Project completed and to be closed. Additional funding required to repair sidewalk damage.	424.5	422.2	2.3	Tax -Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Parks & Forestry						
CMPF00044	Upgrade Water Service to Natural Ice	Installation of water service for Spruce Park complete. Project to be closed.	15.4	17.0	(1.6)	Tax -Capital RF
CMPF00046	Backflow Preventer Retrofit	Installation of backflow preventers complete. Project to be closed.	94.9	92.0	2.9	Tax -Capital RF
CMPF00048	Enhancements (plant materials) to medians & boulevards	Project completed and to be closed.	56.0	56.0	(0.0)	Tax -Capital RF
CMPF00056	Future Greenbelt Development - Harris	As per GC-0010-2014, \$55K is committed for design and construction of the bridge on Harris property. This project is to be closed and \$55K to be returned and requested for Project Design and Construction of Bridge on Harris Property (CMPF03022).	48.3	106.0	(57.7)	DCA -Recreation RF, Tax -Capital RF
CMPF00057	Albert McBride - Landscape Improvements - construction	Project completed and to be closed. Return remaining funds.	473.9	478.5	(4.6)	Tax -Capital RF
CMPF00059	Madill Common Parkland Dev't(4.29 ac) - Const	Project completed and to be closed. Return remaining funds.	810.2	821.7	(11.5)	DCA -Recreation RF, Tax -Capital RF
CMPF00061	Basic Development (8 ac)- Southlawn Sanford Farm-Const	Project completed and to be closed. Return remaining funds.	746.6	780.8	(34.2)	Big 3 Mascan Creditview Recreation RF, DCA -Recreation RF
CMPF00065	Tennis Court Maintenance - Various Locations	Project completed and to be closed.	69.5	71.6	(2.1)	Tax -Capital RF
CMPF00071	Enhancements (plant materials) to medians & boulevards	Project completed and to be closed. Return remaining funds.	55.8	56.0	(0.2)	Tax -Capital RF
CMPF00081	Site Investigations/ Appraisals/ Audits	Project completed and to be closed. Return remaining funds.	55.1	81.0	(25.9)	CIL Cash In Lieu Of Parkland Dedication RF
CMPF00093	Spray Pad surface repair - design and construction	Project completed and to be closed. Return remaining funds.	107.6	128.0	(20.4)	Tax -Capital RF
CMPF00103	Tennis Court Maintenance - Various Locations	Project completed and to be closed.	236.3	241.0	(4.7)	Tax -Capital RF
CMPF00105	Lifecycle replacement of 545m of pathway	Project completed and to be closed. Return remaining funds.	69.5	74.0	(4.5)	Tax -Capital RF
CMPF00108	Installation of Park and Greenbelt Fencing	Project completed and to be closed. Return remaining funds.	50.9	51.0	(0.1)	Tax -Capital RF
CMPF00123	Parks - Non-Growth Related Equipment	All outstanding invoices paid and equipment delivered. Project to be closed.	260.0	260.0	0.0	Tax -Capital RF
CMPF00125	Equipment for Urban Forestry Crew	Project completed and to be closed. Return remaining funds.	320.0	320.0	0.0	Tax -Capital RF

17 KK

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Parks & Forestry						
CMPF00129	Natural Heritage System Strategy	Project to be closed. Return remaining funds. Project continues utilizing funding from Woodland Management projects (CMPF00115 and CMPF00177).	299.5	300.0	(0.5)	Tax -Capital RF
CMPF00140	General life cycle repairs	Project completed and to be closed. Return remaining funds.	106.6	114.0	(7.4)	Tax -Capital RF
CMPF00146	Landscape improvements - Design	Return funds and re-budget in 2015 Capital Budget Process.	0.0	36.0	(36.0)	Tax -Capital RF
CMPF00160	Consulting Services 1721 Blythe Road	Project completed and to be closed.	71.6	69.3	2.3	Developer Contributions -Parks RF
CMPF00161	Park 440 & 461 Maintenance	Furniture purchases and painting complete. PN to be closed, and remaining funds to be returned.	26.5	29.4	(2.9)	Developer Contributions -Parks RF
CMPF00167	Pathway Reconstruction - Various Locations	Project completed and to be closed. Return remaining funds.	160.2	162.0	(1.8)	Tax -Capital RF
CMPF00169	Replacement of Three (3) Boat Ramps	Return funds and re-budget in 2015 Capital Budget Process.	0.0	25.0	(25.0)	Tax -Capital RF
CMPF00172	Replacement of park furnishings	Park furnishing installation complete. Project to be closed.	28.7	30.0	(1.3)	Tax -Capital RF
CMPF00181	City Environmental Events	Project completed and to be closed.	176.0	176.0	0.0	Tax -Capital RF
CMPF00183	Street Tree Plantings - Replacements	Project completed and to be closed.	41.0	41.0	0.0	Developer Contributions -Tree Planting RF
CMPF00184	Greenbelt Plantings	Project completed and to be closed.	51.0	51.0	0.0	Tax -Capital RF
CMPF00187	Parks-Non Growth Related Equipment	All outstanding invoices paid and equipment delivered. Project to be closed.	269.7	270.0	(0.3)	Tax -Capital RF
CMPF00240	Tree Plantings - Replacements	Project completed and to be closed.	600.0	600.0	0.0	Tax -Capital RF
CMPF00242	Street Tree Plantings - New Subdivisions	Project completed and to be closed.	600.0	600.0	0.0	35215 Developer Contributions -Tree Planting RF
Total - Parks & Forestry			24,428.3	25,152.3	(724.0)	

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Business Services						
CPBS00005	Departmental Miscellaneous Equipment - 2011	Project completed.	13.8	13.5	0.3	Tax -Capital RF
CPBS00008	Departmental Miscellaneous Equipment - 2012	Project completed.	13.5	13.5	0.0	Tax -Capital RF
CPBS00009	IT Procurement - 2013	Project completed.	56.1	62.0	(5.9)	Tax -Capital RF
Total - Business Services			83.4	89.0	(5.6)	
Facilities & Property Management						
CPFP00007	Implement Energy audit recommendations-various locations	Project completed. Savings of \$35.3K due to better pricing received from competitive bidding.	538.0	573.3	(35.3)	Tax -Facility Repairs & Renovations RF
CPFP00018	Implement Energy audit recommendations-various locations	Project completed. Savings of \$28K due to better pricing received from competitive bidding.	290.0	318.0	(28.0)	Tax -Facility Repairs & Renovations RF
CPFP00021	Accessibility Upgrades	Project completed.	313.9	318.0	(4.1)	Tax -Facility Repairs & Renovations RF
CPFP00031	Various Mechanical repairs - ErinMills Twin Arena	Project completed. The original project consisted of a sprinkler system upgrade and the installation of an air handling unit in the change rooms. The revised cost estimate for the scope of work exceeded the project budget and the installation of the air handling unit has been rebudgeted in 2014.	66.8	141.0	(74.2)	Tax -Facility Repairs & Renovations RF
CPFP00036	Rivergrove Detailed Design	Project design completed.	112.4	108.0	4.4	Tax -Facility Repairs & Renovations RF
CPFP00038	Exhaust system repairs- various locations	Project completed. Savings of \$19.3K from reduced scope due to site conditions.	34.7	54.0	(19.3)	Tax -Facility Repairs & Renovations RF
CPFP00039	Sport Lighting repairs-Dunton Athletic Field	Project completed. Savings of \$342.1K from reduced scope due to site conditions and better pricing from issuing one tender for multiple project sites.	238.9	581.0	(342.1)	Tax -Facility Repairs & Renovations RF
CPFP00042	Sport Lighting-Meadowvale Sports Park	Project completed. Savings of \$67.6K due to better pricing received from competitive bidding and from reduced scope due to site conditions.	132.4	200.0	(67.6)	Tax -Facility Repairs & Renovations RF
CPFP00043	Sport Lighting repairs-Mississauga Valley CC	Project completed.	402.8	401.0	1.8	Tax -Facility Repairs & Renovations RF
CPFP00046	Sport Lighting-Wildwood Park	Project completed.	449.2	450.0	(0.8)	Tax -Facility Repairs & Renovations RF
CPFP00050	Mississuga Canoe Club-Cladding system repairs	Project completed. Savings of \$22.5K due to better pricing received from competitive bidding.	83.5	106.0	(22.5)	Tax -Facility Repairs & Renovations RF

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Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Facilities & Property Management						
CPFP00051	Foundation and other renewals-Chappell Estate	Project completed. Savings of \$13.9K due to better pricing received from competitive bidding.	147.1	161.0	(13.9)	Tax -Facility Repairs & Renovations RF
CPFP00052	Credit Valley Tennis Club-Variou repairs	Project completed. Request for \$10.1K because of site conditions.	156.1	146.0	10.1	Tax -Facility Repairs & Renovations RF
CPFP00056	Huron Park CC-various repairs	Project completed.	55.4	62.0	(6.6)	Tax -Facility Repairs & Renovations RF
CPFP00059	Interior finishes-Malton Satellite Terminal	Project completed. Savings of \$22.1K due to better pricing received from competitive bidding.	73.9	96.0	(22.1)	Tax -Facility Repairs & Renovations RF
CPFP00061	Rivergrove CC- Skylight repairs	Project completed.	253.4	368.0	(114.6)	Tax -Facility Repairs & Renovations RF
CPFP00068	Vehicle for HVAC program	Project completed.	43.3	47.0	(3.7)	Tax -Facility Repairs & Renovations RF
CPFP00072	Emergency repairs	Project completed.	386.7	530.0	(143.3)	Tax -Facility Repairs & Renovations RF
CPFP00076	Replace Compressor at Ice Land Arena	Project completed.	107.0	111.0	(4.0)	Tax -Facility Repairs & Renovations RF
CPFP00080	Various mechanical repairs at various locations	Project completed. Savings of \$69.3K due to better pricing received from competitive bidding and reduced scope of work.	56.7	126.0	(69.3)	Tax -Facility Repairs & Renovations RF
CPFP00089	Electrical Pannel replacement at various fire stns	Project completed. Savings of \$209.1K from reduced scope due to site conditions.	11.9	221.0	(209.1)	Tax -Facility Repairs & Renovations RF
CPFP00097	Interior Repairs at Various Fire Stations	Project completed. Savings of \$26.1K due to reduced project scope. Plans for Station 109 under review.	8.9	35.0	(26.1)	Tax -Facility Repairs & Renovations RF
CPFP00101	Structural Repairs - Various Locations	Project completed. Savings of \$35.9K due to better pricing received from competitive bidding and reduced scope due to site conditions.	91.1	127.0	(35.9)	Tax -Facility Repairs & Renovations RF
Total - Facilities & Property Management			4,053.9	5,280.3	(1,226.4)	
Recreation						
CMRC00002	Major Facility Identification Signage Various Locations	All signage at Carmen Corbasson CC now complete. Project to be closed.	1,325.7	1,316.0	9.7	DCA-Library RF, CIL Cash In Lieu Of Parkland Dedication RF, Tax -Community Centre Facilities Redevelopment RF, Tax -Facility Repairs & Renovations RF

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Recreation						
CMRC00006	Therapeutic Pool at Mississauga Valley CC	Project is complete and to be closed.	3,559.4	3,558.0	1.4	Tax -Community Centre Facilities Redevelopment RF
CMRC00007	Arena ice and floor strategy	Project is completed. Project to be closed and remaining funds to be returned.	49.0	54.0	(5.0)	Tax -Capital RF
CMRC00008	Lakeview Golf Course Grounds Maintenance	Project is completed. Project to be closed.	78.5	78.0	0.5	Tax -Capital RF
CMRC00035	Lakeview GC - Fence Replacement	Project is completed. Project to be closed and remaining funds to be returned.	97.0	100.0	(3.0)	Tax -Capital RF
Total - Recreation			5,109.7	5,106.0	3.7	
Information Technology						
CPIT00003	Transit Operating System - 2007	Project completed.	1,140.3	1,143.6	(3.3)	Tax -Capital RF
CPIT00006	Tax System Conversion - 2008	Project completed. Cost of the project was lower than originally budgeted, resulting in savings of \$186.1K.	1,088.1	1,274.2	(186.1)	Tax -Capital RF
CPIT00015	Field Automation - 2009	Project completed. Savings of \$94.8K was due to reduced scope. Netbooks for 100 Parks staff have been rebudgeted under the PC Replacement project.	255.2	350.0	(94.8)	Tax -Capital RF
CPIT00020	SAP Business Intelligence Enhancements-2010	Project completed.	198.6	200.0	(1.4)	Tax -Capital RF
CPIT00021	SAP Support Year End, T4 & Tax Updates - 2010	Project completed.	296.4	300.0	(3.6)	Tax -Capital RF
CPIT00023	Minor Projects - 2010	Projects completed. Final cost of projects was substantially lower than originally budgeted, resulting in savings of \$17.9K.	32.1	50.0	(17.9)	Tax -Capital RF
CPIT00026	Business Continuity & Disaster Readiness for IT Systems 2010	Project completed.	441.6	450.0	(8.4)	Tax -Capital RF
CPIT00030	Notebook Replacement and New Staff PC - 2010	Project completed.	791.8	800.0	(8.2)	Tax -Capital RF
CPIT00036	Networking Switches - Core - 2010	Project completed.	300.3	300.0	0.3	Tax -Capital RF
CPIT00041	Geographic Information System/Mapping Hardware - 2011	Project completed.	47.8	50.0	(2.2)	Tax -Capital RF
CPIT00042	Class Upgrade - 2011	Project completed.	44.3	45.0	(0.7)	Tax -Capital RF
CPIT00043	Minor Projects - 2011	Project completed.	44.3	50.0	(5.7)	Tax -Capital RF
CPIT00046	Business Continuity & Disaster Readiness for IT Systems 2011	Project completed.	346.4	350.0	(3.6)	Tax -Capital RF
CPIT00048	Network Replacemt, Switches, Routers, Cabling & Upgrd - 2011	Project completed.	548.7	550.0	(1.3)	Tax -Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Information Technology						
CPIT00049	Specialized Peripheral Equipment - Community Services 2011	Project completed.	124.5	125.0	(0.5)	Tax -Capital RF
CPIT00051	Specialized Peripheral Equipment - T&W 2011	Project completed.	21.9	25.0	(3.1)	Tax -Capital RF
CPIT00062	POA - Court administration - 2011 sn 256	POA equipment acquisition project is completed. Project cost was lower than expected. Savings of \$21K return to the reserve.	8.9	30.0	(21.1)	Tax -Capital RF
CPIT00070	Online systems for class bookings	Project completed. Scope was significantly reduced, resulting in savings of \$55.9K.	3.1	59.0	(55.9)	Tax -Capital RF
CPIT00080	Minor Projects - 2012	Project completed. Cost of the project was lower than originally budgeted.	10.5	50.0	(39.5)	Tax -Capital RF
CPIT00082	Courtlog System Upgrade 2012	Project completed. Cost savings achieved through replacing consultant work by IT staff.	10.1	13.0	(2.9)	Tax -Capital RF
CPIT00085	Portal Applications External & Internal - 2012	Project completed.	100.0	100.0	(0.0)	Tax -Capital RF
CPIT00088	Voice System Upgrade - 2012	Project completed.	696.1	700.0	(3.9)	Tax -Capital RF
CPIT00099	Mobile Applications - sn 450 2012	Project completed.	171.1	175.0	(3.9)	Tax -Capital RF
CPIT00111	Cemetery database system	Project completed. Cost savings of \$24.6K for GIS consultant achieved through cross Departmental Team work.	125.4	150.0	(24.6)	Tax -Capital RF
CPIT00119	SAP Win JE Replacement-2013	Project cancelled. New solution applied with consortium of Municipalities (Durham and Hamilton), saving \$60K.	0.0	60.0	(60.0)	Tax -Capital RF
Total - Information Technology			6,847.5	7,399.8	(552.4)	
Strategic Policy						
COSP00003	Waterfront Mississauga Revitalization	Expenses to date have included staff salaries for Port Credit and Inspiration Lakeview (IL) public engagement and visionary initiatives. IL Vision complete, negotiations with OPG for Site Access Agreement complete. Close account.	650.0	650.0	(0.0)	Tax -Capital RF
Total - Strategic Policy			650.0	650.0	(0.0)	
Arts & Culture						
CMCL00006	Heritage designation surveys and plaques	Project complete. PN to be closed. Return remaining funds.	15.0	15.0	(0.0)	Tax -Capital RF
CMCL00007	Renovations and rehabilitation projects	Project complete. PN to be closed. Return remaining funds.	16.3	18.0	(1.7)	Tax -Facility Repairs & Renovations RF
CMCL00009	Public Art Program	Project complete. PN to be closed. Return remaining funds.	100.0	100.0	(0.0)	Tax -Capital RF

Appendix 2-2: Projects Completed, Delayed or Cancelled and To Be Closed

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Arts & Culture						
CMCL00013	Furniture and Equipment - Replacement	Project complete. PN to be closed. Return remaining funds.	17.9	18.0	(0.1)	Tax -Capital RF
Total - Arts & Culture			149.2	151.0	(1.8)	
Legislative Services						
CPFP00120	P1-Digital Printing Equipment - 2011	Acquisition of Large Format Printer is completed.	89.9	90.0	(0.1)	Tax -Capital RF
Total - Legislative Services			89.9	90.0	(0.1)	
TOTAL - CITY			88,647.6	92,535.8	(3,888.2)	

1799

Appendix 2-3: Open Projects Requiring Funding Adjustments

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Fire & Emergency Services						
CMFS00005	Construction Station Renovation Fire Stn 106	Project is 98% complete. Building is occupied by fire department and paramedics. Building deficiencies are complete. Landscaping deficiencies and additional work will be completed in spring/summer 2014. Additional funding of \$30K is required to complete landscaping work. Expect to close in fall 2014.	3,800.4	3,770.4	30.0	Tax -Facility Repairs & Renovations RF
Total - Fire & Emergency Services			3,800.4	3,770.4	30.0	
Roads, Storm Drainage and Watercourses						
TWMR00008	Hurontario Street /Highway 401 Interchange/Northwest Connection Phase 1 of 2	The MTO is leading this project. Project was completed October 31st 2013. Final payment for change orders and extras is anticipated to be made Spring 2014. Funding in the amount of \$1.5M is being returned due to favourable contract pricing.	13,200.0	14,700.0	(1,500.0)	31335 DCA -City Wide Engineering RF, Tax -Capital RF
TWMR00019	Hurontario Street - Park Street East to Lakeshore Road	Project is complete and under maintenance period until Spring 2014. Funding in the amount of \$150K is being returned.	1,100.0	1,250.0	(150.0)	31335 DCA -City Wide Engineering RF, Tax -Capital RF
TWOE00013	Noise Wall Program	Project is complete. Maintenance period ended Fall 2012. Final payments to contractor anticipated by Spring 2014. Funding in the amount of \$50K is being returned.	765.0	815.0	(50.0)	Tax -Capital RF
TWSD00027	Credit River Erosion Control - Adjacent to Ostler Court	Construction of tributary is complete and under a 2 year maintenance period until Summer 2015. Funding in the amount of \$150K is being returned.	435.0	585.0	(150.0)	DCA -Storm Water Management RF, Tax -Capital RF
TWOE00026	Property Acquisition	Property acquisition is ongoing for Burnhamthorpe Rd E (Hurontario to Dixie) and Belgrave Dr (@ Mavis). Anticipated completion is year-end 2014. Funding in the amount of \$200K is being returned.	2,410.0	2,610.0	(200.0)	DCA -City Wide Engineering RF, Developer Contributions -Other Engineering RF
TWBR00010	Bridge Structure Detail Inspections & Design at various locations	Funds to be used for engineering professional services related to contract administration for TWBR00020. Anticipated completion is Fall 2014. Funding in the amount of \$60K is being returned.	140.0	200.0	(60.0)	Tax -Capital RF

Appendix 2-3: Open Projects Requiring Funding Adjustments

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Roads, Storm Drainage and Watercourses						
TWBR00012	Bridge & Structure Rehabilitation	Tannery, St. Mary & Eglinton over Credit River bridges were completed Fall 2012 and maintenance period has ended. Remaining bridges, including Lakeshore Rd E over Serson & Applewood are anticipated to be completed by Fall 2015 with a 1 year maintenance period to follow. Based on detailed engineering professional services estimates, an additional \$1M in funding is being requested.	4,980.0	3,980.0	1,000.0	Tax -Capital RF
TWSD00049	Storm Sewer Oversizing - Various Locations	Construction is anticipated to be completed by end of Spring 2014 with a 1 year maintenance period to follow. Additional works required to accommodate the lowering of a gas pipeline, funding in the amount of \$40K is being requested.	240.0	200.0	40.0	DCA -Storm Water Management RF,
TWSD00057	Mary Fix Creek Erosion Control - Harborn Road to Premium Way	Project is complete and under maintenance period until Fall 2014. Funding in the amount of \$100K is being returned.	90.0	190.0	(100.0)	DCA -Storm Water Management RF, Tax -Capital RF
TWSD00066	Sheridan Creek Erosion Control - Clarkson Road to Meadow Wood Road	Project is ongoing. Anticipated completion is Spring 2014 with a 2 year warranty to follow. Funding in the amount of \$1M is being returned due to favourable contract pricing.	1,985.0	2,985.0	(1,000.0)	DCA -Storm Water Management RF, Tax -Capital RF
TWSD00067	Sheridan Creek Erosion Control - Downstream of Benedet Drive	Project is complete and under a 2 year maintenance period. Anticipated completion is Fall 2015. Funding in the amount of \$50K is being returned.	250.0	300.0	(50.0)	DCA -Storm Water Management RF, Tax -Capital RF
TWBR00015	Dundas Street East over Cooksville Creek	Construction is complete and maintenance period ended Fall 2013. Final inspection to occur Spring 2014. Funding in the amount of \$200K is being returned.	1,050.0	1,250.0	(200.0)	Debt, Tax -Capital RF
TWBR00016	Bridge & Structure Rehabilitation	Project is complete and under a 1 year maintenance period. Anticipated completion is Fall 2014. Funding in the amount of \$50K is being returned.	150.0	200.0	(50.0)	Tax -Capital RF
TWSD00079	Cooksville Creek Erosion Control - Rathburn Road East to Absolute Avenue	Construction is anticipated to be completed by Winter (March) 2014 with a 2 year maintenance period to follow. Original contract called for the salvaging of existing armour stone which as a result of the July 8th 2013 storm new armour stone is required. As a result, an additional \$600K in funding is being requested.	3,920.0	3,320.0	600.0	Debt, DCA -Storm Water Management RF

Appendix 2-3: Open Projects Requiring Funding Adjustments

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Roads, Storm Drainage and Watercourses						
TWBR00020	Mineola Road West over Mary Fix Creek	Project is complete and under a 1 year maintenance period. Anticipated completion is Fall 2014. Funding in the amount of \$50K is being returned.	130.0	180.0	(50.0)	Gas Tax -Federal Gas Tax -City Allocation RF
TWMR00040	Mississauga Road Corridor Study	Work on project is ongoing and being done internally. Anticipated completion by year-end 2014. Funding in the amount of \$150K is being returned. Remaining funding is being kept as engineering professional services may be required.	150.0	300.0	(150.0)	Tax -Capital RF, Gas Tax -Provincial Gas Tax RF
Total - Roads, Storm Drainage and Watercourses			30,995.0	33,065.0	(2,070.0)	
Mississauga Transit						
TWTR00001	Transit GTA Farecard Project	With the exception of card reloading services, all elements of the project have been completed. Flow of payments remain slow as performance issues continue to plague the system. Anticipated completion is Summer 2014. Funding in the amount of \$3.7M is being returned as the implementation of some services (including 3rd party & kiosk) will likely not occur until the TTC implements PRESTO.	5,490.0	9,190.0	(3,700.0)	Gas Tax -Provincial Gas Tax RF, Gas Tax -Federal Gas Tax -Regional Allocation To City RF, Recovery from Province, Various Grants
TWTR00006	Transit Fuel Management System	Project is ongoing. Funding in the amount of \$300K is being returned. Remaining funding to be used to update tags. Anticipated completion is end of Summer 2014.	300.0	600.0	(300.0)	Gas Tax -Federal Public Transit Reserve Fund
TWTR00055	Transit Terminal Departure Displays	Project has not yet commenced. Funding in the amount of \$1M is being returned due to a reduction from the original scope of work. Remaining funding is to be used for displays at the City Centre Transit Terminal and the Meadowvale Town Centre Terminal. Anticipated completion is year end 2014.	500.0	1,500.0	(1,000.0)	Gas Tax -Federal Gas Tax -Regional Allocation To City RF
TWTR00063	Transit Customer Satisfaction Survey	Project is ongoing and is anticipated to be completed by Spring 2014. Funding in the amount of \$50k is being returned.	200.0	250.0	(50.0)	Gas Tax -Federal Gas Tax -Regional Allocation To City RF
Total - Mississauga Transit			6,490.0	11,540.0	(5,050.0)	

Appendix 2-3: Open Projects Requiring Funding Adjustments

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Parks & Forestry						
CMPF00008	Riverwood - garden construction	Management and Maintenance Plan nearing completion. Additional site operational works to be completed May 2014. Project to be closed in June 2014. Surplus funds of \$56K to be returned.	2,172.5	2,228.5	(56.0)	Misc Contributions Mississauga Garden Park Development Fund RF
CMPF00039	Basic Park Development-Sheridan Design and Constructions	December 2013 warranty date extended to May 2014 for plant material inspection. Additional site work to be completed May 2014. Surplus funds of \$56K to be returned. Project to be closed June 2014.	2,306.7	2,362.7	(56.0)	DCA -Recreation RF, Tax -Capital RF
Total - Parks & Forestry			4,479.2	4,591.2	(112.0)	
Facilities & Property Management						
CPFP00048	Adamson-various interior finishes	Request for \$25K because market conditions at time of tendering resulted in increased cost. Offset by budget surplus in project CPFP00042. Work is completed but invoices are outstanding.	175.0	150.0	25.0	Tax -Facility Repairs & Renovations RF
CPFP00087	Tennis Court light replacement-Huron park	Request for \$170K because of the increased construction costs related to site conditions. This request is offset by the surplus budget in project CPFP00039.	510.0	340.0	170.0	Tax -Facility Repairs & Renovations RF
CPFP00118	Lifecycle Emergency Repairs	Request for \$200K budget increase in order to accommodate emergency chiller replacement at Carmen Corbasson Community Centre.	730.0	530.0	200.0	Tax -Facility Repairs & Renovations RF
Total - Facilities & Property Management			1,415.0	1,020.0	395.0	
TOTAL - CITY			47,179.6	53,986.6	(6,807.0)	

1744

Appendix 2-4: Project Adjustments with No Net Capital Impact

PROJECT NUMBER	PROJECT NAME	STATUS	Revised Net Cost (\$000)	Approved Net Cost (\$000)	Additional / (Surplus) Approval Required (\$000)	Funding Source
Road, Storm Drainage & Watercourses						
TWMR00018	City Centre - Transportation Studies	Project will be completed in conjunction with the Hurontario LRT phase II study. Anticipated completion is year-end 2014. For ease of project management, funding in the amount of \$200K related to the Movement Plan Study will be moved from this project to project TWTR00019 to consolidate for capitalization purposes.	600.0	800.0	(200.0)	DCA -City Wide Engineering RF
TWMR00034	Dundas Street West/Ninth Line West - Phase 1	Works will be completed by the Town of Halton. This represents our contribution to the project. Anticipated completion is year-end 2014. For ease of project management, project TWMR00042 will be combined with this project.	2,000.0	1,000.0	1,000.0	DCA -City Wide Engineering RF
TWMR00042	Dundas Street West/Ninth Line West - Phase 2	Funds to be returned and project closed. For ease of project management, this project will be combined with project TWMR00034.	0.0	1,000.0	(1,000.0)	DCA -City Wide Engineering RF
Total - Road, Storm Drainage & Watercourses			2,600.0	2,800.0	(200.0)	
Mississauga Transit						
TWTR00019	Transit Hurontario Corridor Study	Engineering professional services contract was awarded Winter 2011 and is ongoing. Anticipated completion is end of year 2014. For ease of project management, funding in the amount of \$200K related to the Movement Plan Study will be moved from project TWMR00018 to this project to consolidate for capitalization purposes.	15,350.0	15,150.0	200.0	DCA -City Wide Engineering RF
Total - Mississauga Transit			15,350.0	15,150.0	200.0	
Recreation						
CMRC00009	Lakeview GC - Upgrade Irrigation System	Consultant and contractor have been retained; installation has been billed at 56% completion. Installation will need to continue in the fall of 2014. Project completion scheduled for December 2014. Project to be combined with project CMRC00023 and funding in the amount of \$250K to be requested from project CMRC00023.	731.0	481.0	250.0	Tax -Capital RF
CMRC00023	Lakeview GC - Upgrade Irrigation System - cash flow funding	Project to be closed. Funding in the amount of \$250K to be returned and requested by project CMRC00009.	0.0	250.0	(250.0)	Tax -Capital RF
Total - Recreation			731.0	731.0	0.0	
TOTAL - CITY			18,681.0	18,681.0	0.0	

17VV

Appendix 3-1

Appendix 3-1: Continuity Schedule of Reserves and Reserve Funds

(\$000's)

Reserves and Reserve Funds	Balance January 1, 2013 (\$)	2013 Contributions (\$)	2013 Interest (\$)	2013 Expenditures (\$)	Balance December 31, 2013 (\$)
Operating Program - Reserves					
Reserve for the Arts	1,631	63	0	(288)	1,405
Reserve for Assessment Appeals	5,195	0	0	0	5,195
Reserve for Commodities	5,028	0	0	19	5,046
Reserve for Current Budget	324	858	0	(324)	858
Reserve for Building Permits Revenue Stabilization	49	0	0	0	49
Reserve for Bus Shelter Advertising	967	850	0	0	1,817
Reserve for Development Stabilization	2,730	0	0	0	2,730
Reserve for Early Retirement	500	0	0	0	500
Reserve for Elections	2,179	500	0	0	2,679
Reserve for General Contingencies	7,247	622	0	(1,263)	6,607
Reserve for Labour Settlements	6,620	(1,364)	0	11	5,266
Reserve for Legal Settlements	1,836	0	0	5	1,841
Reserve for Planning Process Updates	2,227	0	0	(1,300)	927
Reserve for Vacation Pay	5,820	0	0	0	5,820
Reserve for Winter Maintenance	8,313	0	0	0	8,313
Total Operating Reserves	50,664	1,529	0	(3,140)	49,053
Operating Programs -Reserve Funds					
Group Benefits Reserve Fund	4,993	0	216	0	5,209
Insurance Reserve Fund	35,332	2,516	1,630	(5,128)	34,350
Other Reserve Fund	666	141	31	(97)	740
Sick Leave Reserve Fund	9,269	0	401	(1,162)	8,508
Workers' Compensation Reserve Fund	18,585	1,441	853	(2,421)	18,457
Total Operating Reserve Funds	68,844	4,098	3,131	(8,808)	67,265
Total Operating Reserves and Reserve Funds	119,509	5,627	3,131	(11,948)	116,318

Note: Numbers may not add due to rounding.

Appendix 3-1: Continuity Schedule of Reserves and Reserve Funds

(\$000's)

Reserves and Reserve Funds	Balance January 1, 2013 (\$)	2013 Contributions (\$)	2013 Interest (\$)	2013 Expenditures (\$)	Balance December 31, 2013 (\$)
Capital Program Program					
2009 Special Projects Capital Reserve Fund	6,836	7	271	(626)	6,488
Britannia Hills Golf Course	97	0	4	0	101
Capital Reserve Fund	47,263	35,492	1,264	(40,077)	43,943
Community Facility Redevelopment Reserve Fund	4,268	(3,900)	30	0	398
Courtneypark Artificial Turf Reserve Fund	862	75	31	(225)	743
Facility Repair & Renovations Reserve Fund	2,784	10,486	24	(9,721)	3,574
Federal & Provincial Contributions	68,668	31,433	767	(13,940)	86,927
Fire Vehicles & Equipment Reserve Fund	353	1,600	7	(1,675)	286
Main Fleet Vehicle & Equip. Reserve Fund	795	2,900	9	(3,491)	213
Roadway Infrastructure Reserve Fund	669	1,371	56	1,930	4,025
Transit Vehicles & Equipment Reserve Fund	1,967	0	85	0	2,053
Total Tax Funded	134,563	79,465	2,549	(67,826)	148,750
Capital Program - Development Deferred Funding					
Development Charges Reserve Fund	36,658	33,622	580	7,472	78,332
Parkland Dedication Reserve Fund	56,926	12,218	2,247	(14,800)	56,591
Total Deferred Funded	93,585	45,840	2,827	(7,328)	134,924
Capital Program - Other					
Developer Contributions Reserve Fund	56,791	1,376	2,467	(211)	60,424
General Mun. Dev. Reserve Fund-Lot Levy	58,091	(1,690)	2,494	15	58,909
General Mun. Dev. Reserve Fund-Other	8,659	990	357	(497)	9,509
Total Other Funded	123,541	677	5,319	(694)	128,842
Total Capital Program Reserve Funds	351,689	125,981	10,694	(75,847)	412,516
Grand Total	471,197	131,608	13,825	(87,796)	528,835

Note: Numbers may not add due to rounding.



Corporate Report

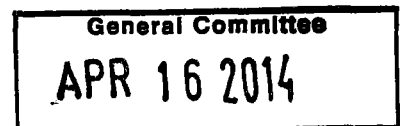
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18

DATE: March 31, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014



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

SUBJECT: **Single Source Workopolis Agreement Renewal**
File Ref: FA.49.328-14

RECOMMENDATION: That the Purchasing Agent be authorized to execute the contract and all related ancillary documents with Workopolis for a period of three years at an estimated total cost of \$307,358 excluding taxes as described in the report "Single Source Workopolis Agreement Renewal" dated March 31, 2014 from the Commissioner of Corporate Services and Chief Financial Officer and subject to City Solicitor approval of the contract and annual budget approval with the flexibility to extend to the fourth year subject to price negotiation.

**REPORT
HIGHLIGHTS:**

- In 2012, the City renewed the eCity contract with Bell Canada and entered into a two year agreement directly with Workopolis to continue the external applicant tracking hosted service using Corporate Works iCims.
- The City has used Workopolis for recruitment advertisement under a separate contract. This provided national job posting advertisement at the Workopolis web site (www.workopolis.com).
- The contract for external applicant tracking hosted service using

Corporate Works iCims will expire in November 2014. In addition, the Workopolis recruitment advertisement contract will expire in April 2014.

- The City will need to stay competitive and use the latest technologies in order to attract top talent and manage the recruitment process. To facilitate this, it is recommended that a total amount of up to \$100,000 be authorized over the term of the contract.
- It is recommended that the City award the contract to Workopolis for a further three years on a single source basis to continue to provide a fully managed hosted service of the City's recruitment advertisement and external applicant tracking management tools.

BACKGROUND:

Since 2005, the City has used Workopolis hosted services for external applicant tracking through Bell Canada as part of the eCity contract. This service provided unlimited number of licenses for hiring managers to use tools to track and manage applicant resumes. In 2012, the City renewed the eCity contract with Bell Canada and entered into a two year agreement directly with Workopolis to continue the external applicant tracking hosted service using Corporate Works iCims.

Since 2002, the City has used Workopolis for recruitment advertisement under a separate contract. This provided national job posting advertisement at the Workopolis web site (www.workopolis.com). In order for the City to purchase through a volume discount rate, an annual expiry date was imposed whereby remaining unused job postings would be forfeited after the annual expiry date.

The purpose of this report is to obtain authority to contract with Workopolis on a single source basis for a three year period, to continue to be the Application Service Provider for the City's recruitment advertisement and applicant tracking management tools.

COMMENTS:

The Human Resources Division has conducted a comprehensive review of the City's recruitment process. The Recruitment Process Review identified an opportunity to utilize technology to streamline a standard recruitment process from initiation of position request to the time a new hire is onboard.

The 2015-2018 Business Planning and Budget will include a budget request for an eRecruit applicant tracking system to replace the existing Workopolis hosted service for external applicant tracking.

The new system will enable:

- utilization of one system for applicant tracking and the management of the recruitment process for external and internal recruitments,
- broadening the use of social media tools for sourcing candidates,
- automation of HR recruitment administration,
- integration with a future Talent Management system for performance management, compensation, development, learning, succession management, talent analysis, talent assessment and review.

It is anticipated that after funding is secured for the eRecruit applicant tracking system, procurement and implementation will be completed within 18 to 24 months.

In the interim, the contract for external applicant tracking hosted service using Corporate Works iCims will expire in November 2014. In addition, the Workopolis recruitment advertisement contract will expire in April 2014. Staff entered into negotiations with Workopolis for both hosted services in order to secure the best price and best value.

The external applicant tracking hosted service using Corporate Works iCims provides hiring managers the ability to track applicants using management tools such as Screening Room, Competency and Question & Answer modules.

Workopolis is the exclusive supplier for the iCims external applicant tracking hosted services with a suite of applications to track applicants received through the recruitment advertised services. The Purchasing By-law #374-2006, provides for single source awards under these circumstances, wherein it states, in Schedule A (a) *The Goods and/or Services are only available from one supplier by reason of: (iii) the existence of exclusive rights such as patent, copyright or license.*

The industry continues to introduce new features in technology for recruitment and sourcing. Five years ago, LinkedIn did not have the presence it has today.

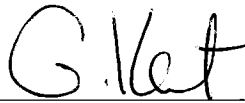
The City will need to stay competitive and use the latest technologies in order to attract top talent and manage the recruitment process. To facilitate this, it is recommended that a total amount of up to \$100,000 be authorized over the term of the three year contract to accommodate for any new recruitment and sourcing technologies, subject to capital budget approvals.

FINANCIAL IMPACT: The total contract cost over the three year term is \$307,358 exclusive of taxes, which is made up of an average annual operating cost of \$69,120 beginning in May 2014 plus \$100,000 for additional software features subject to budget approval. There is no incremental operating budget impact.

CONCLUSION: The City has used Workopolis hosted services since 2002 and continues to require these services to maintain its workforce and sustain service levels.

It is recommended that the City award the contract to Workopolis for a further 3 years on a single source basis to continue to provide a fully managed hosted service of the City's recruitment advertisement and external applicant tracking management tools.

ATTACHMENTS: Appendix 1: Workopolis – Statement of Work



Gary Kent

Commissioner of Corporate Services and Chief Financial Officer

*Prepared By: Shawn Slack, Director Information Technology
and Chief Information Officer*

Workopolis - Statement of Work

The following outlines the pricing negotiated with Workopolis by staff from Material Management, Legal Services, Human Resources and Information Technology.

- Fully hosted and managed Corporate Works iCims service at \$39,785.95 annually with no increase over the three year term exclusive of taxes with a provision to terminate after two years. This equates to an annual savings of \$1,989.30 (5% increase upon renewal).
- Recruitment advertisement service at \$29,000 annually over the three year term exclusive of taxes with the following savings:
 - 45 job posting credits carried forward from 2012/2013 agreement valued at \$12,150.
 - Employer Profile valued at \$3,000 per year.
 - Employer Spotlight valued at \$5,000 per year.
 - 25 Feature Credits valued at \$6,400 per year.
 - Brand Design Template discount from \$3,000/year to \$1,000/year and 7 months credit valued at \$3,750.
- Latest technologies in order to attract top talent and manage the recruitment process at a total amount of \$100,000 over the three year term and including an option to renew for a fourth year subject to budget approval.

The Recruitment Advertisement service includes:

- National enterprise job posting file feed for 100 job postings per year with credit flexibility to carry forward unused job postings to the following year or use credits from the following year in the current year.
- Premium Employer Profile – a tool that allows the City to attract top talent by communicating corporate culture, key benefits and connect with a wider audience of qualified candidates.
- Employer Spotlight – provides the City's logo to appear on the Workopolis home page.
- 25 Feature Credits per year – provides featured job postings to stay at the top of search results pages for seven days thereby increasing job views by 88%.
- Brand Design Template – provides complete customization of corporate colours, imagery and messaging to allow job postings to be featured within the City's brand.
- Premium Employer Profile - includes 2 modules such as adding a photo gallery or video to emphasize candidate attraction drivers (compensation, career opportunities, company, learning and development opportunities, etc.) with links to social media such as Twitter and Facebook.



Corporate Report

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19

DATE: March 24, 2014

TO: Chair and Members of General Committee
Meeting Date: April 16, 2014

General Committee

APR 16 2014

FROM: Janice M. Baker, FCPA, FCA
City Manager and Chief Administrative Officer

SUBJECT: **Provincial Proposal to Place Municipalities under the Jurisdiction
of the Provincial Ombudsman**

RECOMMENDATION: That the report of the City Manager and Chief Administrative Officer dated March 24, 2014 titled "Provincial Proposal to Place Municipalities under the Jurisdiction of the Provincial Ombudsman" be received for information.

**REPORT
HIGHLIGHTS:**

- On March 6, 2014, Premier Wynne announced that a new Accountability Act would be introduced into the Legislature that would subject municipalities to oversight by the Office of Ontario's Ombudsman.
- On March 24, 2014, the Province introduced Bill 179, being "An Act to promote public sector and MPP accountability and transparency by enacting the Broader Public Sector Executive Compensation Act, 2014 and amending various Acts" (Bill 179), again without the consultation required by the Municipal Act and MOU.
- Imposing this oversight creates unnecessary duplication of the accountability and transparency provisions that currently exist in the *Municipal Act, 2001*, and fails to respect both the requirement for municipal consultation and the premise of municipalities

being responsible levels of government, found in the *Municipal Act, 2001*.

- Staff will monitor this legislation as it moves forward.

BACKGROUND:

On March 6, 2014, without consultation with the municipal sector, Premier Wynne announced that the government would be introducing sweeping new accountability legislation that would increase transparency and accountability through a series of new measures, that included placing municipalities, universities and school boards under the jurisdiction of the Provincial Ombudsman.

On March 24, 2014, without consultation with the municipal sector, the government introduced Bill 179, being “An Act to promote public sector and MPP accountability and transparency by enacting the Broader Public Sector Executive Compensation Act, 2014 and amending various Acts” (Bill 179).

COMMENTS:

The City of Mississauga has always supported the principles of transparency and accountability, and is a role model, in many respects, of responsible municipal government. The concerns raised in this report are two-fold: first the lack of consultation by the Province before this announcement was made and again when the legislation was introduced, and second the unnecessary and costly duplication respecting the intended role of the Provincial Ombudsman.

The *Municipal Act, 2001*, provides:

“3. Consultation – (1) the Province of Ontario endorses the principle of ongoing consultation between the Province and municipalities in relation to matters of mutual interest and, consistent with this principle, the Province shall consult with municipalities in accordance with a memorandum of understanding entered into between the Province and the Association of Municipalities of Ontario.”

This legislative change came without the mandatory consultation provided in the *Municipal Act, 2001*.

The *Municipal Act, 2001*, is premised on recognition of municipalities

as a responsible level of government and this proposed legislation raises questions about the Province's respect for the ability of municipalities to determine for themselves the best way to implement accountability and transparency measures.

The key changes proposed by Bill 179 that impact municipalities are:

- On complaint, the Provincial Ombudsman is empowered to “investigate any decision or recommendation made or any act done or omitted in the course of the administration of a governmental organization and affecting any person or body of persons in his, her or its personal capacity.”
- Where a municipality has appointed a municipal ombudsman under the *Municipal Act, 2001*, the Provincial Ombudsman is not authorized to investigate unless:
 1. A complaint was first made to the municipal ombudsman and he or she refused to investigate the matter;
 2. Following receipt of a complaint, the municipal ombudsman conducted or concluded an investigation into the matter; or
 3. The time for bringing a complaint to a municipal ombudsman for investigation has expired.
- Municipalities are required to appoint a “head” for the purpose of receiving communications from the Provincial Ombudsman respecting complaints received or investigated, and that head shall be a member of council or a committee of council designated by by-law, or council itself.
- The Provincial Ombudsman's powers to investigate complaints also apply to local boards and to municipally-controlled corporations (defined in Section 223.1 of the *Municipal Act* as corporations where the municipality controls more than 50% of the shareholdings). This would include Enersource Corporation.
- Documents provided by the Provincial Ombudsman in the course of an investigation must remain confidential and must be returned to the Provincial Ombudsman if requested without a copy being made.
- Regardless of who is appointed to investigate closed meeting

complaints by a municipality, the Provincial Ombudsman may also investigate such complaints after the local process has been completed.

- Where the Provincial Ombudsman chooses to investigate a closed meeting complaint, the Provincial Ombudsman shall provide a report to the municipality and may make recommendations. The municipality is required to make such reports public and the Provincial Ombudsman is authorized to make reports available to the public as well.
- The *Municipal Freedom of Information and Protection of Privacy Act* is amended to ensure that reasonable measures are taken to ensure records in the custody and control of the municipality are retained.

Section 223.13 of the *Municipal Act, 2001* already authorizes municipalities to appoint an Ombudsman to independently investigate any decision or recommendation made or acts done or omitted in the course of the administration of the municipality, its local boards and any other municipally-controlled corporations. *The City of Toronto Act* requires that city to appoint a municipal ombudsman. The Provincial Ombudsman will have oversight over the decisions of the municipal ombudsman.

In the March 7th edition of the National Post, the Provincial Ombudsman is quoted as saying “every time you look at the paper you see a series of issues at the local level: frauds, nepotism, conflict of interest, questionable expense claims, misbehaving mayors, some facing criminal charges, other facing criminal investigations ... I think that it is an area ripe for oversight.”

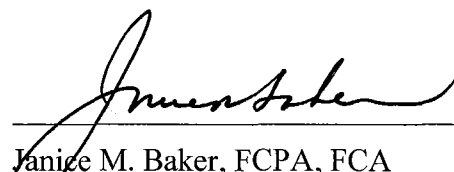
The authority given the Provincial Ombudsman to investigate decisions made in the course of the administration of a municipality appears to include such decisions made by municipal councils. In respect of providing oversight of the actions of municipal mayors and councillors, the accountability and transparency measures in the *Municipal Act, 2001*, allow Council to appoint an integrity commissioner and to establish a code of conduct. The City of Mississauga and many other municipalities have done this, and this system appears to be working quite well. This is consistent with the

Provincial level where the jurisdiction of the Provincial Ombudsman is separate from the jurisdiction of the Provincial integrity commissioner. These comments raise a concern regarding conflicting roles and duplication. Bill 179 does not provide any clarity in regard to such conflicts.

The Association of Municipalities of Ontario (AMO) has expressed concerns regarding the announcement of Bill 179. City staff will work with AMO to gain answers to questions regarding the impact of this Bill and who will bear the cost of this duplicated oversight.

FINANCIAL IMPACT: Unknown at this time.

CONCLUSION: On March 6, 2014, Premier Wynne announced that a new Accountability Act would be introduced into the Legislature that would subject municipalities to oversight by the Office of Ontario's Ombudsman. On March 24, 2014 Bill 179 was introduced, again without consultation, imposing this oversight and creating unnecessary duplication. It fails to respect both the requirement for municipal consultation and the premise of municipalities being responsible levels of government, found in the *Municipal Act, 2001*. Staff will monitor this legislation as it moves forward.



Janice M. Baker, FCPA, FCA
City Manager and Chief Administrative Officer

Prepared By: Mary Ellen Bench, City Solicitor

REPORT 3 – 2014

General Committee

APR 16 2014

TO: CHAIR AND MEMBERS OF TRANSPORTATION COMMITTEE

The Traffic Safety Council presents its third report for 2014 and recommends:

TSC-0047-2014

That the deputation from Karpal Kalsi, Chair, School Council, and Judy Richards, Principal at Oscar Peterson Public School, with respect to traffic and safety concerns at Oscar Peter Public School be received.

(TSC-0047-2014)

TSC-0048-2014

That the Site Inspection Subcommittee of Traffic Safety Council re-inspect Oscar Peterson Public School in the morning and afternoon to review the feasibility of installing a layby.

(TSC-0048-2014)

TSC-0050-2014

That the Site Inspection Report for the inspection conducted on February 21, 2014 in front of St. Marcellinus Secondary School, be received for information.

(TSC-0050-2014)

TSC-0051-2014

That the Site Inspection Report for the inspection conducted on March 4, 2014 on 3156 Olympus Mews for the students attending Plum Tree Park Public School and St. John of the Cross Catholic School, be received for information.

(TSC-0051-2014)

TSC-0052-2014

1. That Transportation and Works be requested to review signage in the school area and to consider installing "No U-turn" signs in front of Divine Mercy Elementary School.
2. That Parking Enforcement be requested to enforce parking violations once signs have been installed in front of Divine Mercy Elementary School, between 8:10 a.m. to 8:35 a.m., and 2:30 p.m. to 3:15 p.m.
3. That the Peel Regional Police be requested to enforce "No U-turn" infractions once signs have been installed in front of Divine Mercy Elementary School, between 8:10 a.m. to 8:35 a.m., and 2:30 p.m. to 3:15 p.m.
4. That the Principal of Divine Mercy Elementary School be requested to consider the following:
 - a. Ensure that staff at the Kiss & Ride area wear safety vests.
 - b. Advise parents to have their child's backpacks in the car with them and not in the trunk, to allow for a quick exit from the vehicle.
 - c. Advise parents to take turns alternating one from each direction when entering the Kiss & Ride.
 - d. Monitor the student flow in the marked crosswalk in the Kiss & Ride area at dismissal to allow vehicles to clear in a more timely fashion.

(TSC-0052-2014)

TSC-0053-2014

1. That Transportation and Works be requested to review the "No Parking" and "No Stopping" signs in the school zone near Olive Grove Private School.
2. That the Traffic Safety Council's Kiss & Ride Subcommittee assist staff at Olive Grove Private School in improving the efficiency of the Kiss & Ride.
3. That the Principal of Olive Grove Private School be requested to consider the following:
 - a. Educate the parents on the operation of the Kiss & Ride Program.
 - b. Advise parents to have their child's belongings with them rather than in the trunk of the vehicle to allow for quick exit from the vehicle.
 - c. Ensure vehicles pull ahead before dropping off students.
 - d. Advise parents that there is no parking in the Kiss & Ride area.

(TSC-0053-2014)

TSC-0053-2014

That the email dated January 20, 2014 from David Brennan, Citizen Member requesting a site inspection in front of St. Hilary Elementary School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.

(TSC-0053-2014)

TSC-0054-2014

That in response to Councillor Mullin's email dated March 3, 2014 requesting a site inspection on Perran Drive in front of Sheridan Park Public School, that the Traffic Safety Council send a memorandum to Councillor Mullin to advise that signage will be installed this spring and that once the signage is in place, this location will be closely monitored.

(TSC-0054-2014)

TSC-0055-2014

That the email dated March 6, 2014 from Councillor Ron Starr requesting a site inspection in front of Blessed John XXIII Catholic School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.

(TSC-0055-2014)

TSC-0056-2014

That the email dated March 16, 2014 from Sheelagh Duffin, Crossing Guard Supervisor, requesting a site inspection at the intersection of Havenwood Drive and Willamsport for the students attending Brian W. Fleming Public School and St. Alfred Catholic School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.

(TSC-0056-2014)

TSC-0057-2014

That the email dated March 5, 2014 from Sheelagh Duffin, Crossing Guard Supervisor, requesting a site inspection be scheduled in April at the intersection of Glen Erin Drive and Thomas Street for the students attending Castlebridge Public School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.

(TSC-0057-2014)

TSC-0058-2014

That the email dated March 18, 2014 from Sheelagh Duffin, Crossing Guard Supervisor, requesting a site inspection at Dream Crest Road and Lismic Boulevard for the students attending St. Herbert Catholic School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.
(TSC-0058-2014)

TSC-0059-2014

That the email dated March 20, 2014 from Angie Melo, Legislative Coordinator, requesting a site inspection on Plum Tree Crescent near Plum Tree Park Public School be received and referred to the Site Inspection Subcommittee of Traffic Safety Council for a report back to Traffic Safety Council.
(TSC-0059-2014)

TSC-0060-2014

That the School Zone Safety (Kiss & Ride) Report from January – February 2013 be received.
(TSC-0060-2014)

TSC-0061-2014

1. That the Principal at Kindree Public School be requested to consider the following for the Kiss & Ride at the school.
 - a. That the parking lot designated for teachers be blocked off by 8:30 a.m. so that parents cannot use this area as a drop-off zone and that teachers be encouraged to arrive prior to 8:30 a.m.
 - b. That there be more than one staff person monitoring the drop-off zone and enforce this as a no parking area.
 - c. That staff at the Kiss & Ride wear safety vests so they are easily identifiable to parents.
 - d. That the Kiss & Ride cones and stop sign provided be used to enhance the program.
 - e. That the staff be re-educated on how the Kiss & Ride program works so that it will function efficiently.
2. That the Peel District School Board be requested to consider installing a "No left hand turn" sign on the school property to encourage parents to exit to the right only, to help with congestion
3. That the Traffic Safety Council Legislative Coordinator, send the Principal of Kindree Public School an information sheet on Kiss & Ride for distribution with the school newsletter to help educate the parents on how to use the program properly.
(TSC-0061-2014)

TSC-0062-2014

That the Peel District School Board be requested to review the feasibility of the following at the Kiss & Ride at Whitehorn Public School:

- a. Install Kiss & Ride sign at the drop-off areas located at the south side of building.
- b. Install right turn only sign at the southeast corner.
- c. Install "No Exit" signs on the south driveway.
- d. Repaint lanes on north exit driveway to show a left-hand lane exit and a right-hand lane exit.

(TSC-0062-2014)

TSC-0063-2014

1. That the Peel District School Board be requested to review the feasibility of painting a stop bar for cars in Kiss & Ride area at Barondale Public School.
2. That the Principal of Barondale Public School be requested to advise staff to wear safety vests at the Kiss & Ride.

TSC-0063-2014

TSC-0064-2014

That the Peel District School Board be requested to relocate the "No Left Turn" and "Kiss & Ride" signs at Plum Tree Park Public School as follows:

- a. Move the "No Left Turn" sign to opposite side of driveway on north exit.
- b. Move the "Kiss & Ride" sign to the south entrance.

TSC-0064-2014

TSC-0065-2014

1. That Transportation and Works be requested to review the signage located in front of Canadian Martyrs Catholic for clarity.
2. That Parking Enforcement be requested to enforce parking violations on a regular basis at Canadian Martyrs Catholic School between 8:00 a.m. to 8:30 a.m. and 3:00 p.m. to 3:30 p.m.
3. That the Principal at Canadian Martyrs Catholic School be requested to consider the following:
 - a. Send out information to parents on rules and practices of the Kiss & Ride Program.
 - b. Ensure staff monitoring the Kiss & Ride area are wearing safety vests and if more vests are required, that the Principal contact the Traffic Safety Council Legislative Coordinator to request more vests.
 - c. Close off the school parking lot at dismissal time so that vehicles cannot enter the parking lot area to pick up their child.
 - d. Close off Kiss and Ride entrance once the bell has rung so that parents will be forced to either arrive on time or park their car off of school property and walk their child inside.
4. That the Dufferin-Peel Catholic School Board be requested to remove the markings of two parking spots so that the through lane for the Kiss and Ride is not blocked.

(TSC-0065-2014)

TSC-0066-2014

That the report from the Manager of Parking Enforcement with respect to parking enforcement in school zones for the month of February 2014 be received for information.

(TSC-0066-2014)

TSC-0067-2014

That a working group be established to review guidelines and criteria for crossing guards at middle schools and that the working group provide a preliminary report to the Traffic Safety Council, at its meeting in April 23, 2014, and provide a final report to the Traffic Safety Council at its May 28, 2014 meeting.

(TSC-0067-2014)

REPORT 2-2014

General Committee

APR 16 2014

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Mississauga Accessibility Advisory Committee presents its second report for 2014 and recommends:

AAC-0008-2014

1. That the PowerPoint presentation from Kendall Waywow, Senior Project Manager, regarding the site plans for the Civic Centre New Information and Cashiers Desk, be received;
2. That the Accessibility Advisory Committee is satisfied with the plans as presented; and,
3. That a site visit to further review this project is held with the Facility Accessibility Design Subcommittee on May 12, 2014.

(AAC-0008-2014)

AAC-0009-2014

1. That the verbal presentation by Chris Spinney, Operations Manager, Lynda Spinney, President, and Chelsea Mohler, Vice-President of TRAILBLAZERS with respect to the TRAILBLAZERS' Program be received; and,
2. That Naz Husain, Melanie Taddeo, Amy Wilkinson, and Rabia Khedr form a working group to meet with member(s) the Cycling Committee to have further discussion on the concept of tandem cycling.

(AAC-0009-2014)

AAC-0010-2014

That the verbal update from Diana Simpson, Accessibility Coordinator, with respect to the *Accessibility for Ontarians with Disabilities Act* review be received.

(AAC-0010-2014)

AAC-0011-2014

That the verbal update from Diana Simpson, Accessibility Coordinator, with respect to the Accessible Customer Service Regulation be received.

(AAC-0011-2014)

AAC-0012-2014

That the update from Daryl Bell, Manager, Mobile Licensing regarding accessible taxicabs be deferred to the next Mississauga Accessibility Advisory Committee meeting.

(AAC-0012-2014)

AAC-0013-2014

That the News Release dated January 6, 2014 from the Toronto Transit Commission with respect to support persons travelling with people with disabilities, be received for information.

(AAC-0013-2014)

AAC-0014-2014

1. That the Memorandum dated March 25, 2014 from Diana Simpson, Accessibility Coordinator, with respect to the 2nd Annual Abilities Awards Event be received;
2. That the Accessibility Advisory Committee is in support of requesting funding from the Corporation of the City of Mississauga for a portion of the costs associated with the 2nd Annual Abilities Awards Event.

(AAC-0014-2014)

AAC-0015-2014

1. That the PowerPoint presentation regarding Fire Station 119, and Peel Regional Paramedic Services Satellite Station S11, located at 6375 Airport Road, as provided and presented by Priscilla Ladouceur, Hossack & Associates Architects, to the Facility Accessibility Design Subcommittee on February 24, 2014, be received;
2. That the Facility Accessibility Design Subcommittee is satisfied with the site plans for the Fire Station 119, and Peel Regional Paramedic Services Satellite Station S11, located at 6375 Airport Road, as presented.

(AAC-0015-2014)

AAC-0016-2014

That the Pending Work Plan Items chart for the Mississauga Accessibility Advisory Committee, dated March 26, 2014, from Angie Melo, Legislative Coordinator, be received.

(AAC-0016-2014)

PUBLIC VEHICLE ADVISORY COMMITTEE

April 8, 2014

REPORT 2-2014

General Committee

APR 16 2014

TO: MAYOR AND MEMBERS OF GENERAL COMMITTEE

The Public Vehicle Advisory Committee presents its second report for 2014 and recommends:

PVAC-0004-2014

That the deputations made by Jasbir Singh Gill and Karim Punian, Taxicab Brokerages on behalf of Amandeep Singh Mann and with respect to window tints be received and referred to staff.

(PVAC-0004-2014)

PVAC-0005-2014

That the process for the issuance of 33 new taxicab plates, as outlined in the report from the Commissioner of Transportation and Works dated March 26, 2014, entitled "Taxicab Plate Issuance Process", be approved.

(PVAC-0005-2014)

PVAC-0006-2014

That the 2013 Action List provided to the Committee to update on the status of initiatives raised at prior meetings be received.

(PVAC-0006-2014)

PVAC-0007-2014

That the letter dated January 13, 2014 from Karam S. Punian regarding minor infractions be received and that staff report back with practices currently being followed.

(PVAC-0007-2014)

PVAC-0008-2014

That the letter dated February 3, 2014 from Gurval Singh, President, All Star Taxi regarding airport drivers representation on PVAC be received and referred to staff.

(PVAC-0008-2014)

PVAC-0009-2014

Public Vehicle Advisory Committee (PVAC) to review the letter dated February 3, 2014 from Gurval Singh, President, All Star Taxi regarding the term of taxi plate leases be received.

(PVAC-0009-2014)

PVAC-0010-2014

That the letter dated February 3, 2014 from Gurval Singh, President, All Star Taxi regarding an examination of fleet taxis in the City of Mississauga be received.

(PVAC-0010-2014)

PVAC-0011-2014

Public Vehicle Advisory Committee (PVAC) to review the letter dated February 19, 2014 from Gurval Singh, Broker Representative regarding summons #2329112B, #2329113B, #2329114B be received and referred to staff.

(PVAC-0011-2014)