



AGENDA

TRANSPORTATION COMMITTEE

THE CORPORATION OF THE CITY OF MISSISSAUGA

www.mississauga.ca

WEDNESDAY, MAY 28, 2014 – 9:00 AM

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

Members

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

Contact: Stephanie Smith, Legislative Coordinator, Office of the City Clerk
905-615-3200 ext. 3795 / Fax 905-615-4181
Stephanie.smith@mississauga.ca

INDEX – TRANSPORTATION COMMITTEE – May 28, 2014CALL TO ORDERAPPROVAL OF THE AGENDADECLARATIONS OF CONFLICT OF INTERESTPRESENTATIONSA. MiWay Student Ambassador Program

Geoff Marinoff, Director of Transit will provide an overview of the MiWay Student Ambassador program and then Mayor McCaillion and Mr. Marinoff will present the award to the 2013 MiWay winners.

B. 25 Year Safe Driving and 25 Year Safe Working Awards

Geoff Marinoff, Director of Transit and Roy Kenealy, Superintendent of Operations will provide an overview of the awards and Mayor McCallion will present the awards to the recipients.

DEPUTATIONS

A. Cecil Young, Resident with respect to Move Task Force of the Western GTA Summit

B. Item 1 Ryan Cureatz, Manager, Marketing and Mary-Lou Johnston, Manager, Business Development

C. Item 2 Lorenzo Mele, TDM Coordinator and Glenn Gumulka, Executive Director, Sustain Mobility

D. Item 3 Jamie Brown, Manager, Municipal Parking

MATTERS TO BE CONSIDERED

1. MiWay Customer Satisfaction Survey Results 2013

2. Transportation Demand Management (TDM) and Smart Commute Mississauga Program Update

3. Parking Master Plan and Implementation Strategy
4. Agreement For The Transfer of Federal Gas Tax Revenues Under The New Deal For Cities and Communities
5. Car Share Parking Program, New Operators and Dedicated Parking Areas (Wards 4 & 7)
6. 2014 Intersection Capital Works Program (Wards 1 & 5)
7. 2014 Sidewalk and Multi-Use Trail Construction Programs (Wards 3, 4, 5, 6)
8. Reduction of 15-hour Parking Zone - Silverado Drive (Ward 4)
9. 2014 Post-Top Streetlighting Replacement Program (Wards 7, 8 and 11)
10. All-Way Stop - Huntington Ridge Drive and Trail Blazer Way/Guildwood Way (Ward 4)
11. Lower Driveway Boulevard Parking - Nipiwini Drive (Ward 9)
12. Lower Driveway Boulevard Parking - Corrine Crescent (Ward 9)
13. Temporary Road Closure of Orbitor Drive between Eglinton Avenue East and Skymark Avenue for Construction of an overpass bridge for the Mississauga Transitway Project Procurement FA.49.315-12 (Ward 3 & 5)
14. Proposed Exemption to Noise Control By-law No. 360-79, Mississauga Transitway Construction Segment 3, Etobicoke Creek to Commerce Boulevard Procurement FA.49.383-13 (Wards 3 & 5)

ADVISORY COMMITTEE REPORTS

Mississauga Cycling Advisory Committee – Report 4 – May 13, 2014

OTHER BUSINESS/ANNOUNCEMENTS

CLOSED SESSION

(Pursuant to Subsection 239 (3.1) of the Municipal Act, 2001)

ADJOURNMENT

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MATTERS TO BE CONSIDERED1. MiWay Customer Satisfaction Survey Results 2013

Corporate Report dated April 22, 2014 from the Commissioner of Transportation and Works with respect to the MiWay Customer Satisfaction Survey Results 2013.

(1)

RECOMMENDATION

That the report entitled, "MiWay Customer Satisfaction Survey Results 2013" dated April 22, 2014 from the Commissioner of Transportation and Works be received for information.

2. Transportation Demand Management (TDM) and Smart Commute Mississauga Program Update

Corporate Report dated May 13, 2014 from the Commissioner of Transportation and Works with respect to Transportation Demand Management (TDM) and Smart Commute Mississauga program update.

RECOMMENDATION

That the report entitled "Transportation Demand Management (TDM) and Smart Commute Mississauga Program Update" dated May 13, 2014 from the Commissioner of Transportation and Works, be received for information.

3. Parking Master Plan and Implementation Strategy

Corporate Report dated May 9, 2014 from the Commissioner of Transportation and Works with respect to the Parking Master Plan and Implementation Strategy.

RECOMMENDATION

That the report dated May 9, 2014 from the Commissioner of Transportation and Works entitled "Parking Master Plan and Implementation Strategy" be received for information.

4. Agreement For The Transfer of Federal Gas Tax Revenues Under The New Deal For Cities and Communities

Corporate Report dated May 13, 2014 from the Commissioner of Corporate Services and Chief Financial Officer with respect to Agreement For The Transfer of Federal Gas Tax Revenues Under The New Deal For Cities and Communities.

(4)

RECOMMENDATION

1. That a by-law be enacted to authorize the Mayor and City Clerk to execute the attached Municipal Funding Agreement with the Association of Municipalities (AMO) related to the funding provided by the Government of Canada pursuant to the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program.
 2. That a by-law be enacted to authorize the Mayor and City Clerk to execute the Assignment of Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program with Regional Municipality of Peel.
 3. That Council grant authority to the Commissioner of Corporate Services and Chief Financial Officer, Director of Finance and City Treasurer, the Commissioner of Transportation and Works, the Commissioner of Community Services and the City Clerk to sign and affix the corporate seal to any forms required under the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program.
5. Car Share Parking Program, New Operators and Dedicated Parking Areas (Wards 4 & 7)

Corporate Report dated May 6, 2014 from the Commissioner of Transportation and Works with respect to Car Share Parking Program, new operators and dedicated parking Areas.

RECOMMENDATION

1. That a City-wide Car Share Parking Program be endorsed in principle as outlined in the report titled "Car Share Parking Program, New Operators and Dedicated Parking Areas" dated May 6, 2014 from the Commissioner of Transportation and Works and subject to the details being brought back to Transportation Committee for approval.
 2. That Zipcar be authorized to operate a car share program within the Downtown and that Zipcar and AutoShare pay a monthly rental fee of \$65/parking space.
6. 2014 Intersection Capital Works Program (Wards 1 & 5)

Corporate Report dated May 13, 2014 from the Commissioner of Transportation and Works with respect to the 2014 Intersection Capital Works Program.

(6)

RECOMMENDATION

That the proposed 2014 Intersection Capital Works Program as outlined in the report titled "2014 Intersection Capital Works Program" dated May 13, 2014 from the Commissioner of Transportation and Works, be approved.

7. 2014 Sidewalk and Multi-Use Trail Construction Programs (Wards 3, 4, 5, 6)

Corporate Report dated April 30, 2014 from the Commissioner of Transportation and Works with respect to 2014 Sidewalk and Multi-Use Trail Construction Programs.

RECOMMENDATION

1. That the proposed 2014 Sidewalk and Multi-Use Trail Construction Programs, as outlined in the report titled "2014 Sidewalk and Multi-Use Trail Construction Programs" from the Commissioner of Transportation and Works dated April 30, 2014, be approved.
2. That a by-law be enacted to amend Traffic By-law 555-2000 as amended, to allow a marked city vehicle (bicycle) to ride along a sidewalk while engaged in works undertaken for or on behalf of the City.

8. Reduction of 15-hour Parking Zone - Silverado Drive (Ward 4)

Corporate Report dated May 8, 2014 from the Commissioner of Transportation and Works with respect to a reduction of 15-hour parking zone on Silverado Drive.

RECOMMENDATION

That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to reduce the existing 15-hour parking on the south side of Silverado Drive by approximately 12 metres (39 feet), between a point 15 metres (49 feet) east of Candela Drive and a point 60 metres (197 feet) easterly thereof.

9. 2014 Post-Top Streetlighting Replacement Program (Wards 7, 8 and 11)

Corporate Report dated April 25, 2014 from the Commissioner of Transportation and Works with respect to 2014 Post-Top Streetlighting Replacement Program.

(9)

RECOMMENDATION

That the proposed 2014 Post-Top Streetlighting Replacement Program, as outlined in this report dated April 25, 2014 from the Commissioner of Transportation and Works, be approved.

10. All-Way Stop - Huntington Ridge Drive and Trail Blazer Way/Guildwood Way (Ward 4)

Corporate Report dated May 8, 2014 from the Commissioner of Transportation and Works with respect to an all-way stop at Huntington Ridge Drive and Trail Blazer Way/Guildwood Way.

RECOMMENDATION

That an all-way stop control not be implemented at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way as the warrants have not been met.

11. Lower Driveway Boulevard Parking - Nipiwini Drive (Ward 9)

Corporate Report dated May 8, 2014 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking at Nipiwini Drive.

RECOMMENDATION

That the lower driveway boulevard parking between the curb and sidewalk, at anytime, not be implemented on the south, west, north and east sides (outer and inner circle) of Nipiwini Drive.

12. Lower Driveway Boulevard Parking - Corrine Crescent (Ward 9)

Corporate Report dated May 8, 2014 from the Commissioner of Transportation and Works with respect to lower driveway boulevard parking at Corrine Crescent.

RECOMMENDATION

That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the south, west, north and east side (outer and inner circle) of Corrine Crescent.

13. Temporary Road Closure of Orbitor Drive between Eglinton Avenue East and Skymark Avenue for Construction of an overpass bridge for the Mississauga Transitway Project Procurement FA.49.315-12 (Ward 3 & 5)

Corporate Report dated May 13, 2014 from the Commissioner of Transportation and Works with respect to a temporary road closure of Orbitor Drive between Eglinton Avenue East and Skymark Avenue for construction of an overpass bridge for the Mississauga Transitway Project Procurement FA.49.315-12.

RECOMMENDATION

That Dufferin Construction Company be granted permission to temporarily close Orbitor Drive between Eglinton Avenue East and Skymark Avenue for duration noted below to undertake construction of an overpass bridge as part of the Mississauga Transitway project as follows:

Starting at 6:00 a.m. on Monday, June 16, 2014

Ending at 6:00 a.m. on Monday, December 15, 2014.

14. Proposed Exemption to Noise Control By-law No. 360-79, Mississauga Transitway Construction Segment 3, Etobicoke Creek to Commerce Boulevard (Wards 3 & 5) Procurement FA.49.383-13

Corporate Report dated May 13, 2014 from the Commissioner of Transportation and Works with respect to proposed exemption to Noise Control By-law No. 360-79, Mississauga Transitway Construction Segment 3, Etobicoke Creek to Commerce Boulevard Procurement FA.49.383-13.

RECOMMENDATION

That Dufferin Construction Company be granted an exemption from Noise Control By-law No. 360-79, as amended, to allow for construction work activities outside of those hours as permitted in the By-law, for the construction of the Mississauga Transitway Segment 3 from Etobicoke Creek to Commerce Boulevard, ending December 31, 2016.

ADVISORY COMMITTEE REPORTS

Mississauga Cycling Advisory Committee – Report 4 – May 13, 2014

OTHER BUSINESS/ANNOUNCEMENTS

CLOSED SESSION

(Pursuant to Subsection 239 (3.1) of the Municipal Act, 2001)

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's
Files

Transportation Committee

MAY 28 2014

DATE: April 22, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: MiWay Customer Satisfaction Survey Results 2013

RECOMMENDATION: That the report entitled, "MiWay Customer Satisfaction Survey Results 2013" dated April 22, 2014 from the Commissioner of Transportation and Works be received for information.

**REPORT
HIGHLIGHTS:**

- In 2013 MiWay achieved another high overall customer satisfaction score of 82%.
- Customer satisfaction improved in five key service aspects since 2011 but opportunities exist for continued improvement.
- Buses that arrive and depart on schedule, more frequent service and availability of real-time bus schedules are the most important factors for encouraging more frequent transit usage.
- Familiarity with the Mississauga Transitway has increased, as did the reported likelihood of increasing transit usage due to its opening.
- The majority of MiWay riders (84%) agree that MiWay is delivering on its mission to provide a customer-focused transit service that offers safe, accessible and efficient transportation options for all citizens.

BACKGROUND:

The purpose of the MiWay Customer Satisfaction Survey is to support MiWay's strategic business goal to grow ridership by better understanding riders' needs. The results help to identify service improvement opportunities, guide transit business area planning and evaluate where MiWay is doing well or could improve relative to the benchmark 2011 survey results. The MiWay brand was launched in 2010, a full year before the previous survey.

The 2013 survey was conducted between Nov. 18, 2013 and Dec. 14, 2013 by Ipsos Reid through an on-board/at-stop paper questionnaire that took approximately 5-8 minutes for riders to self-complete. The survey was conducted among 10,658 riders to ensure statistically valid representation across as many routes as possible.

MiWay teams have reviewed the survey results and will continue to plan and implement actions consistent with the organization's focus on delivering excellent customer service to help sustain the organization's high satisfaction scores and to address low satisfaction scores.

COMMENTS:

In 2013 MiWay achieved another high overall customer satisfaction score of 82%, the same as in 2011. Overall satisfaction with MiLocal service (82%) and MiExpress service (84%) remained high as in 2011.

About one in four of all MiWay customers surveyed were new riders of the system in the past year, which is on par with 2011 results. MiExpress routes had a higher percentage of new riders (28%) in 2013 compared to 20% in 2011, which suggests that ongoing investments to provide more MiExpress service (via blue buses) in advance of Mississauga Transitway operations has continued to attract new customers to the system.

Customer satisfaction has improved in five key service aspects since 2011: Transit Operators, Vehicles, Routes/Schedules/Stops, Fares and Communication/Information Access. However, opportunities exist for continued improvement.

| MiWay Service Aspect | Comments |
|--|--|
| <p>Transit Operators Customers again reported high satisfaction with MiWay Transit Operators: “Drivers drive safely” (87%), “Drivers are knowledgeable about the overall system” (87%) and “Drivers are friendly and helpful” (80%).</p> | <p>Slight improvements (1-2%) were achieved in this area and continuing to maintain this high performance is imperative since decreases in this service aspect could have the largest negative impact on overall satisfaction.</p> |
| <p>Vehicles Customers reported high service satisfaction with safety on the bus (88%) and vehicles are in good condition (87%). Availability of seating (77%) and vehicles are clean (76%) also received fairly high ratings.</p> | <p>Slight improvements (1-2%) were also achieved in this area although comparisons to 2011 could not be done on all attributes due to new questions added (safety and seating) in 2013. Performance decreases in this area could also have a large negative impact on overall customer satisfaction.</p> |
| <p>Routes, Schedules and Stops Customers reported high satisfaction with route area coverage (83%), access to bus stops (84%), bus stop signage (80%) and “frequency of buses arriving at your stop” (65%).</p> | <p>Satisfaction with “frequency of buses arriving at your stop” increased modestly (4%) in 2013 to 65%; however, this attribute received the lowest rating in this service aspect. Modest improvements (4%) were achieved on “connections with other MiWay routes” (76%) and “when the route operates / hours of service” (70%).</p> |
| <p>Fares Satisfaction with PRESTO increased significantly to 81%, up 10% from 2011. And two of three MiWay customers (67%) are satisfied with the “value received for your paid fare” – a new question.</p> | <p>Improving perceptions in this area, combined with service frequency enhancements, could have the largest positive impact on overall customer satisfaction.</p> |

| | |
|---|---|
| Communication/Information Access Satisfaction increased modestly with MiWay's newer digital media tools including the Mobile Site (74%, up 5% from 2011) and iPhone App (72%, up 4% from 2011). However, other communication options and self-serve tools received relatively lower ratings including the MiTransit printed newsletter (57%, down 15%), MiWay eNews (59%, new question) and the Click n' Ride online trip planner (77%, down 4%). | Continuing to enhance MiWay's digital media tools and communication platforms will make it easier for more customers to find the information they need, when and where they need it. And with the launch of real-time, next bus displays at each new Transitway station, demand for a new real-time mobile application will likely increase and impact satisfaction ratings in this area. |
|---|---|

The full report is available through the City's Transit Division.

Factors for Increasing Transit Use Summary

Customers were asked to rate various service attributes in terms of their importance in encouraging more frequent travel on public transit. The factors below were rated as important or very important factors by more than 8 in 10 respondents.

| | |
|---|--|
| Frequent and reliable service | <ul style="list-style-type: none">• Buses arrive and depart on schedule (9 in 10)• More frequent service (9 in 10) |
| Real-time bus schedules | <ul style="list-style-type: none">• Availability of real-time bus schedules at MiWay bus stops or online (9 in 10) |
| Area coverage, service hours and service connections | <ul style="list-style-type: none">• Better transit service area coverage/more destinations (8 in 10)• Longer hours of service (8 in 10)• More connections with other transit systems (8 in 10) |

Familiarity with the Mississauga Transitway increased among all MiWay riders in 2013, and more than 7 in 10 customers reported they were likely or very likely to take MiWay more often as a result of it being built.

Action Plan Highlights

| Research Finding | Actions |
|--|--|
| <p>The largest positive, significant impact on overall MiWay satisfaction can result from:</p> <ul style="list-style-type: none">• Improving perceptions of value received for fare paid;• Improving the frequency of buses arriving at stops and when routes operate (hours of service);• Improving connections with other MiWay routes; and• Total time to destination. | <p>Develop a 5-Year Service Plan for MiWay (2015-2019) to guide the refinement and expansion of the City's transit network toward achieving a fully integrated network that incorporates the completed Mississauga Transitway and adjusts service levels to align with and eventually integrate with the Hurontario/Main Street Light Rail Transit line.</p> |
| <p>Improving perceptions on some MiWay communication services such as customer service via online and e-mail or by phone, as well as through other communication channels, could positively impact overall satisfaction with MiWay.</p> | <p>In March 2014 MiWay launched a new Twitter account, @MiWayHelps, to participate in more social media conversations about transit service to influence perceptions and respond to customer needs. MiWay is also working to improve its customer feedback response process.</p> |
| <p>The majority of MiWay riders (84%) agree that MiWay is delivering on its mission to provide a customer-focused transit service that offers safe, accessible and efficient transportation options for all citizens.</p> | <p>Continue improving internal communication, recognition and teamwork efforts to foster a consistent sense of pride and ownership of MiWay among all those who help to deliver on its mission.</p> |

STRATEGIC PLAN: The 2013 MiWay Customer Satisfaction Survey results contribute to the following strategic goals:

Move: Developing a Transit-Oriented City

- Build a reliable and convenient system.
- Develop environmental responsibility.
- Connect our City.

Connect: Completing our Neighbourhoods

- Provide mobility choices.

Green: Living Green

- Promote a green culture.

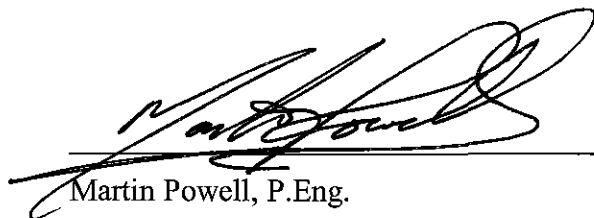
FINANCIAL IMPACT: In 2013 the number of revenue rides and customer boardings on MiWay increased by 3% and 0.9%, respectively, to approximately 35.8 million revenue rides and 50.9 million customer boardings over 2012 figures. This represents a new record-level of ridership.

Ongoing ridership growth will continue to depend significantly on attracting new customers to the transit system and retaining existing customers. Continued investment in the transit system is required to improve service levels and frequencies, and to continue to educate both riders and non-riders about the Mississauga Transitway and other new transit service improvements in Mississauga.

CONCLUSION: In 2013 MiWay achieved another high overall customer satisfaction score of 82%. Customer satisfaction improved in five key service aspects since 2011 but opportunities exist for continued improvement.

Buses that arrive and depart on schedule, more frequent service and availability of real-time bus schedules are the most important factors for encouraging more frequent transit usage among customers.

MiWay recorded its highest ridership ever in 2013, and the ridership growth was directly related to the investments made to improve the transit system for those who live and work in Mississauga.

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: Ryan Cureatz, Marketing Manager, MiWay



Corporate Report

Clerk's Files

Originator's
Files

MG.11.REP

Transportation Committee

MAY 28 2014

DATE: May 13, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **Transportation Demand Management (TDM) and Smart Commute Mississauga Program Update**

RECOMMENDATION: That the report entitled "Transportation Demand Management (TDM) and Smart Commute Mississauga Program Update" dated May 13, 2014 from the Commissioner of Transportation and Works, be received for information.

**REPORT
HIGHLIGHTS:**

- The City of Mississauga was a founding member of Smart Commute Mississauga in 2005 and has been offering a workplace commuter options program to City staff since 2007
- SustainMobility's Smart Commute Mississauga and Pearson Airport Area programs have 53 member organizations representing over 94,000 employees and post-secondary students participating in the commuter options programming
- Smart Commute program key results from September 2006 to 2013:
 - 50,583,000 km (31,430,819 miles) - reduced vehicle travel
 - 768,583 – reduced vehicle trips
 - 10,823,880 kg (23,862,569 lbs) – reduced GHG emissions
 - \$30,590,548 in commuter savings
- The City will continue to work with SustainMobility on Transportation Demand Management initiatives to improve mobility choices for employees and residents in Mississauga

BACKGROUND:

In any community, the transportation and land use system includes three major elements that represent the physical, economic and social factors behind travel behaviour:

- transportation demand—the needs and desires of individual people
- transportation supply—the infrastructure, resources and services that move people
- land use—the places people travel to and from

Sustainable transportation measures work by addressing one or more of these three key elements, and policies, programs, services or products that address transportation demand are grouped under the term Transportation Demand Management or TDM. The aim of TDM is to provide travel options to the single occupant vehicle and/or redistribute this demand over space (other routes), time (off-peak) or to other modes of travel.

The City has been involved in the practice of TDM since the early 2000's and the most recent Official Plan (2010) includes a section specifically related to TDM measures that encourage people to take fewer and shorter vehicle trips to support transit and active transportation choices, enhance public health and reduce harmful environmental impacts (Section 8.5).

The City continues to be actively involved in TDM and is a founding member of Smart Commute Mississauga - one of several commuter programs launched under a Federal Urban Transportation Showcase Program in 2005. On January 1, 2008 Smart Commute, with the support of local municipalities, became a program of Metrolinx (an agency of the Government of Ontario).

In June 2012, Smart Commute Mississauga changed its legal name to SustainMobility, which is now the organization that delivers the Smart Commute program in Mississauga and the Pearson Airport Area. The mandate of the organization remains the same – a not-for-profit social enterprise that works with all levels of government and private businesses to foster and deliver sustainable transportation solutions to help provide choices to the use of the single occupant vehicle among employers; thereby reducing carbon emissions, travel costs and easing traffic congestion.

COMMENTS:

Since 2007 the City has partnered with Smart Commute Mississauga to offer the workplace commute option program to City employees. In July 2013, the City completed two years of paid parking being in effect in municipally-owned parking garages in the downtown. In order to improve mobility choices and to help ease the transition for employees, paid parking was implemented along with programs and facilities to encourage and support staff that carpool, take transit, cycle or walk to work. The program includes access to secure weather-protected bicycle parking, shower and change rooms, and a commuter options program with a 50% discount on MiWay monthly passes, preferred parking locations and rates for carpoolers, car share (AutoShare) and bike share (Cycle Loan) services for employee business and personal use, as well as a guaranteed ride-home service in the event of an emergency. As a component of the Smart Commute program, the City tracks transit and parking pass sales, carpool registrations, car and bicycle sharing use and participation in annual campaigns and events.

This effort and leadership, combined with the investment the City makes towards the employee commute program, has earned the City numerous distinctions over the years. In 2013 the City was awarded the Parsons Brinckerhoff Employee Engagement Award for demonstrating leadership in getting employees to re-think commuting. The City has also achieved the Smart Commute Gold Workplace designation that is granted to outstanding workplaces that demonstrate innovation, provide a focus on measuring their success by achieving significant positive outcomes and that demonstrate success in encouraging their employees to choose other ways to get to work other than driving alone.

Smart Commute Mississauga has also garnered numerous awards, industry recognition and financial grants to support the continued growth and expansion of the commuter programs and services. The following is a summary of these distinctions:

- 2010 - Metrolinx Award for Top Performing Smart Commute
- 2010 - Recipient Trillium Community Grant
- 2011 - Metrolinx recognition for "Entrepreneurial Leadership"
- 2012 - Metrolinx Award for Top Performing Smart Commute
- 2012 - Recipient 3-year Trillium Community Grant
- 2013 - Metrolinx Performance Award - Top 3

Smart Commute programs across the Greater Toronto and Hamilton Area are largely funded by Metrolinx, municipalities (local and regional) and in some cases, private sector members. In the case of Smart Commute Mississauga, funding is provided by Metrolinx, the Region of Peel and the City of Mississauga, as well as sponsorships, memberships and service fees from private-sector members. Since 2006, Smart Commute Mississauga has continued to diversify its revenues to support program operations and commuter services with an aim to securing greater private-sector investment. Trending on this front is encouraging as outlined below:

- 2006 - 5% of funding from service fees
- 2011 - 13% of funding from service fees
- 2013 - 40% of funding from service fees

Today, SustainMobility, through the delivery of the Smart Commute Mississauga and Pearson Airport Area programs, boasts a total membership in the commuter options program of 53 businesses representing over 94,000 employees and post-secondary students. Programs and services include business park and worksite audits, commuter programs like Activate Your Commute, Cycle Loan, and Carpool Zone ride-matching, as well as Smart Commute program outreach. The City works with SustainMobility on the annual Bike to Work Day / Bike to School Day event and promotion. Annually Smart Commute staff attend over 100 on-site events and reach more than 3,370 mailing list subscribers. Over 9,000 commuters have registered with the Carpool Zone. Between September 2006 to December 2013, these commuter initiatives have resulted in considerable transportation, environmental and economic benefits:

- 50,583,000 km (31,430,819 miles) reduced vehicle travel
- 768,583 – reduced vehicle trips
- 10,823,880 kg (23,862,569 lbs) – reduced GHG emissions
- \$30,590,548 - commuter cost savings

STRATEGIC PLAN:

The ongoing efforts of the City related to Transportation Demand Management and the Smart Commute program are 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.

FINANCIAL IMPACT: The City's annual membership in the Smart Commute Mississauga program is \$10,000. The City also provides an annual grant to the organization of \$10,000, as well as annual in-kind office space valued at \$40,000.

CONCLUSION: Since 2006, Smart Commute Mississauga has become a well-respected and valued commuter option program in the Greater Toronto and Hamilton Area. Commuters that have taken advantage of these services in Mississauga have collectively saved over \$30 million since the program was first introduced in 2006. The Smart Commute program being offered at the City of Mississauga and at member businesses in the City continues to be well received as indicated by the 90% approval rating for the program among City staff and the continued expansion of the program to businesses in the City.

The City will continue to work with SustainMobility on Transportation Demand Management initiatives to improve mobility choices for employees and residents in Mississauga



Martin Powell, P.Eng.

Commissioner of Transportation and Works

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



Corporate Report

Clerk's Files

Originator's
Files

Transportation Committee
MAY 28 2014

3

DATE: May 9, 2014

TO: Chair and Members of the Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **Parking Master Plan and Implementation Strategy**

RECOMMENDATION: That the report dated May 9, 2014 from the Commissioner of Transportation and Works entitled "Parking Master Plan and Implementation Strategy" be received for information.

BACKGROUND: The City of Mississauga has begun to view parking as a development catalyst, revenue generator, and transportation demand management (TDM) tool especially within the Downtown. As parking becomes increasingly complex there is a need to implement parking operations in a consistent and strategic manner throughout the City.

In 2011, the City introduced pay and display on-street parking and paid off-street parking at City owned facilities in the downtown.

The change from free to pay parking in the downtown was an important step to rationalizing parking as a strategic development and TDM tool. Paid parking establishes a monetary value for parking and demonstrates civic leadership by encouraging the use of more sustainable transportation options.

In addition to the implementation of paid parking in the downtown, several area specific parking strategies have been commissioned in an effort to implement parking in a strategic manner. These strategies provide recommendations on how parking can meet the needs of specific areas of the City, (Downtown and Port Credit) but do not provide recommendations on citywide parking policy and operations.

The Parking Master Plan and Implementation Strategy (PMPIS) will provide a coordinated approach for the implementation of parking policy and operations across the City.

PRESENT STATUS:

City parking operations include: on-street pay and display parking, off-street parking facilities, parking by-law enforcement, parking traffic operations, and parking policy and regulatory requirements for developments. Currently these functions are carried out by a number of business sections across a number of divisions. Often this segmentation of parking operations results in competing goals between parking related business sections.

COMMENTS:

The PMPIS will align the goals of parking operations with City strategic planning documents such as the Strategic Plan and provide a framework for future parking policy.

In a broad context, the PMPIS will provide staff with clear direction on the purpose and intention of parking operations and will allow future parking initiatives, policy decisions, and parking infrastructure opportunities to be evaluated in a consistent and transparent manner.

The PMPIS will also provide guidance on appropriate organizational management and governance models for the City's parking operations.

A Budget Request for the PMPIS will be included in the 2015 Budget process. The PMPIS will take two years to complete and will include Council consultation, public and stakeholder engagement, and a review of best practices from other municipalities.

Over the remainder of 2014, Transportation and Works will prepare the scope for the PMPIS and prepare to retain a consultant.

STRATEGIC PLAN:

'Move' – the master plan for parking will encourage transportation demand management and transit use through parking policy.

'Connect' – the PMPIS will provide a framework for parking operations and policy that will encourage choices of mobility and ensure that parking infrastructure is sustainable.

'Prosper' – strategic implementation of parking policy, operations, and facilities will provide infrastructure and services that will allow businesses in Mississauga to thrive.

FINANCIAL IMPACT:

An initial expenditure of \$125,000 in 2015 and \$125,000 in 2016 will be required for the development of the PMPIS.

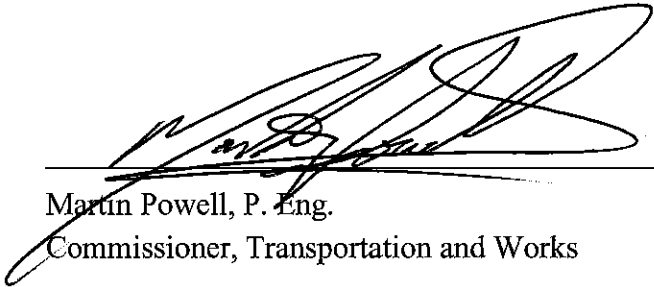
An additional cost of \$97,000 will also be required in 2015 and 2016 to accommodate a staff person to coordinate the development of the PMPIS. This position will be a contract or internal secondment.

The PMPIS will be funded through Parking Reserve Funds. There is no impact on the tax rate and funding allocations are subject to review during the 2015 Budget approval.

CONCLUSION:

The PMPIS will provide a coordinated approach to parking operations and align parking policy with the City's Strategic Plan.

The PMPIS will also provide recommendations on the organizational management and governance models for the City's parking operations and develop a Parking Infrastructure Asset Plan which will guide the development of future parking facilities.



Martin Powell, P. Eng.

Commissioner, Transportation and Works

Prepared By: Jamie Brown, Manager, Municipal Parking



Corporate Report

Clerk's Files

Originator's
Files

Transportation Committee
MAY 28 2014

DATE: May 13, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

FROM: Gary Kent
Commissioner of Corporate Services and Chief Financial Officer

SUBJECT: **Agreement For The Transfer of Federal Gas Tax Revenues Under
The New Deal For Cities and Communities**

- RECOMMENDATION:**
1. That a by-law be enacted to authorize the Mayor and City Clerk to execute the attached Municipal Funding Agreement with the Association of Municipalities (AMO) related to the funding provided by the Government of Canada pursuant to the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program.
 2. That a by-law be enacted to authorize the Mayor and City Clerk to execute the Assignment of Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program with Regional Municipality of Peel.
 3. That Council grant authority to the Commissioner of Corporate Services and Chief Financial Officer, Director of Finance and City Treasurer, the Commissioner of Transportation and Works, the Commissioner of Community Services and the City Clerk to sign and affix the corporate seal to any forms required under the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities Program.

**REPORT
HIGHLIGHTS:**

- Federal Gas Tax annual funding has been fully committed in the 10 year Capital Budget and Forecast. This funding has been primarily applied to projects to ensure a good state of repair to the City's bus fleet, major roads and bridges. Although revised population figures has slightly increased the receipts, significant infrastructure requirements still exist.
- The City will receive approximately \$20.7 million in 2014 increasing to \$22.7 million in 2018 under Federal Gas Tax Program – \$4.9 million higher than over the current agreement. This report provides Council approval to enter into an agreement required to secure this funding.
- Currently 83% of the Federal Gas Tax received by the Region of Peel is being transferred to Mississauga, Brampton and Caledon. This report delegates the authority to sign any amending agreements with the Region of Peel to the Mayor and City Clerk.
- Assuming no change to the allocation methodology, the 2014 allocation of the Federal Gas Tax Receipts from the Region of Peel is estimated at \$17.1 million, an increase of \$0.1 million annually.
- The majority of the Municipal Funding Agreement (MFA) has remained unchanged since its inception but several positive changes have been added.

BACKGROUND:

The Federal Gas Tax funding was launched in 2005 and transferred money directly to Ontario municipalities. It is administered through the Association of Municipalities Ontario (AMO). In addition to funds the City receives directly, the Region of Peel also allocates a large portion of their funding to the lower tier municipalities within the Region. Since 2005, the City has received \$239.1 million in Federal Gas Tax funding - made up of \$131.9 million in direct receipts and \$107.2 million from the Region of Peel.

Funding is provided on a per capita basis and municipalities are able to decide on priorities without the need for an application or matching funds.

Previous agreements have limited the number of eligible project categories to two. Mississauga has used these funds to fund its highest

priority projects – transit expansion and state of good repairs primarily related to bus replacement and major roads and bridge rehabilitation.

PRESENT STATUS:

The current Municipal Funding Agreement (MFA) covers the period April 1, 2010 to March 31, 2014 and permits funding for only two of the following categories:

- Public Transit
 - Water
 - Waste water
 - Solid waste
 - Community energy systems
 - Roads, bridges and tunnels
- All funds received during this period must be spent by December 31, 2016
 - When expenditures were incurred, an “Annual Audit Statement” was required. When no expenditures were incurred, a “Treasurer’s Certificate” was adequate.

COMMENTS:

As the previous Municipal Funding Agreement (MFA) has expired, a new agreement must be signed before the City will receive any funds.

The major components of the MFA remain but there have been some significant changes. The funding allocation formula has been updated to reflect the 2011 Census population. Other changes include:

- **Permanency** - Federal Gas Tax Funding is now permanent. Also, the MFA now covers 10 years with the allocation amounts to be updated in 2019-2023 to reflect the 2016 Census.
- **More flexibility** – The number of eligible categories has been expanded and there are no limitations on the number of categories. The categories are listed in Appendix 2 - List of Eligible Project Categories.
- **Partial Indexation** - Federal gas tax receipts will increase by 2%. Allocations will be adjusted based on \$100 million national increments and will increase City gas tax receipts in 2016 and 2018.
- **Streamlined administration** - Annual audits are no longer

required and a Treasurer's Certificate is adequate assurance for eligible expenditures. AMO will increase their municipal audits to mitigate any additional risk as a result of this change.

The City will also be required to show progress on the development of an Asset Management Plan over the life of the agreement. The details have not been completely worked out but will focus on ensuring that Councils have the best information to make infrastructure and financing decisions.

As with the previous agreement, annual reporting has always been required to demonstrate that funded projects drive environmental benefits – this has been broadened to include community benefits as well.

There is an increased focus on communication. While pre-approval of road and bridge projects are no longer necessary, all projects will need to be entered into the on-line system by March 31 of a given year. Also, municipalities will need to report on construction signage installations but the need for permanent signage is no longer required.

The City also receives a portion of the Region of Peel's Federal Gas Tax allocation. Historically, annual receipts are about \$17.0 million per year. A report is anticipated at Regional Council on June 12, 2014. This report seeks approval to extend the assignment of MFA for the transfer of the Federal Gas Tax revenues with the Regional Municipality of Peel. Via this report, the authority to enter into this agreement will be delegated to the Mayor and the City Clerk.

STRATEGIC PLAN:

Federal gas tax funding has been a critical part of increasing our transportation capacity and maintaining our infrastructure. Federal Gas Tax have been used to fund projects that :

- advance Transit initiatives such as the expansion and modernization of the Central Parkway Transit Terminal and expanding and keeping the City's bus fleet in a state of good repair; and
- ensure the safe movement of people and goods across the City through the rehabilitation of major roads and bridges.

FINANCIAL IMPACT: In 2013, the City received a total of \$37.5 million – comprised of \$20.5 million directly and \$17.0 million allocated from the Region of Peel. Based on the 2011 Census, Mississauga's population is 713,443 which represent a 6.7% increase since the 2006 Census. Over the next five years, the annual estimated receipts will range between \$20.7 to \$22.7 million which will be received in two payments in July and November. This represents approximately \$4.9 million in additional funding over the life of the five year agreement. Details are shown in the chart below:

| Year | Schedule of Payments (000's) | | |
|------|------------------------------|-----------------------|--------------|
| | Payment #1 - July | Payment #2 - November | Annual Total |
| 2014 | \$10,329 | \$10,329 | \$20,658 |
| 2015 | \$10,329 | \$10,329 | \$20,658 |
| 2016 | \$10,845 | \$10,845 | \$21,690 |
| 2017 | \$10,845 | \$10,845 | \$21,690 |
| 2018 | \$11,361 | \$11,361 | \$22,723 |

Based on the continued funding allocation methodology, 83% of the Federal Gas Tax funding received by the Region of Peel will be allocated to the lower tier municipalities based on population. Peel receipts, based on the 2011 census, total \$37.5 million – 83% will flow to the lower tiers, or \$31.2 million. As Mississauga's population represents 55% of the regional total, our annual allocation from the Region is estimated at \$17.1 million. Estimates of the calculation are included below:

| | Population | Population | 83% Allocation |
|-------------|------------|------------|----------------|
| Mississauga | 713,443 | 55% | \$17,146 |
| Brampton | 523,911 | 40% | \$12,591 |
| Caledon | 59,460 | 5% | \$1,429 |
| Total | 1,296,814 | 100% | \$31,166 |

The City currently receives \$17.0 million of the Regional portion of the Federal Gas Tax receipts. With future allocations estimated at \$17.1 million, this represent an increase of \$124,756 or just under 1%.

Federal Gas Tax funding received under this program forms a critical part of the City's budget. Although there are small increases in the

annual receipts, these funds are fully committed in the 10 Capital Budget and Forecast.

The City continues to struggle with the ability to fund long term infrastructure. While the incremental additional Federal Gas Tax funding is positive, it does not represent any new significant funding.

CONCLUSION:

Federal Gas Tax is a critical part of the City's funding strategy for its capital infrastructure. These funds are primarily being used to ensure a state of good repair for the City's bus fleet, major roads and bridges. Approval of the AMO agreement and delegation of authority for approval of Region of Peel agreement will ensure that the City's critical infrastructure is maintained.

ATTACHMENTS:

- Appendix 1 Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds
- Appendix 2: Eligible Project Categories



Gary Kent,
Commissioner of Corporate Services and Chief Financial Officer

*Prepared By: Donna Herridge, CPA, CA
Manager, Finance Transportation and Works*

**MUNICIPAL FUNDING AGREEMENT
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE CITY OF MISSISSAUGA

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "Recipient")

WHEREAS the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24;

WHEREAS Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the "Canada-Ontario-AMO-Toronto Agreement"), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

WHEREAS the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

WHEREAS AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings

ascribed to them below unless the subject matter or context is inconsistent therewith:

"Agreement" means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Annual Report" means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

"Asset Management Plan" means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario's Building Together: Guide for Asset Management Plans.

"Association of Municipalities of Ontario (AMO)" means a legally incorporated entity under the *Corporations Act*, 1990 R.S.O. 1990, Chapter c.38.

"Base Amount" means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act*, 1997 S.O. 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

"Canada" means Her Majesty in Right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

"Eligible Expenditures" means those expenditures described as eligible in Schedule C.

"Eligible Projects" means projects as described in Schedule B.

"Eligible Recipient" means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)

“Event of Default” has the meaning given to it in Section 12.1 of this Agreement.

“First Agreement” means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the CITY OF MISSISSAUGA, with an expiry date of March 31, 2015.

“Funds” mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C.

“Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Lower Tier Municipality” means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

“One Investment Program” means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario.

“Outcomes Report” means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

“Oversight Committee” means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.

"Parties" means AMO and the Recipient.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Third Party" means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

"Transfer By-law" means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

"Unspent Funds" means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient's 2013 Annual Expenditure Report (as defined under the First Agreement).

"Upper Tier Municipality" means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

1.2 Interpretations:

Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.
- 2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:
- (a) Providing upfront project information on an annual basis for communications purposes;
 - (b) Including Canada in local project communications; and
 - (c) Installing federal project signs.
- 3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.
- 3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- (a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
- (a) The allocation and transfer shall be authorized by by-law (a "**Transfer By-law**"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
 - (b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
 - (c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to

assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- (a) The provision of such support shall be authorized by a by-law (a "Non-municipal Transfer By-law"). The Non-municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
 - (b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.
 - (c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.
- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.
- 6.5 **Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the *Ontario Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
 - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to

Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31st following each Municipal Fiscal Year on:
- (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
 - (b) the amounts received from another Municipality;
 - (c) the amounts transferred to another Municipality;
 - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.

7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

8. ASSET MANAGEMENT

8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.

8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

9. RECORDS AND AUDIT

9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.

9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

10. INSURANCE AND INDEMNITY

- 10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.
- 10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

11. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.
- 11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":
 - (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.

- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.
- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

(a) If to AMO:

Executive Director
Federal Gas Tax Fund Agreement
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Facsimile: 416-971-6191
Email: gastax@amo.on.ca

(b) If to the Recipient:

Gary Kent
Commissioner of Corporate Services and CFO
City of Mississauga
Civic Centre, 300 City Centre Drive
Mississauga, ON L5B 3C1
Telephone: (905) 615-3200
Facsimile: (905) 615-3376
Email: gary.kent@mississauga.ca

15. MISCELLANEOUS

- 15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 15.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.

- 15.6 **AMO, Canada and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.
- 15.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada or AMO.
- 15.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 15.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

16. SCHEDULES

16.1 This Agreement, including:

- Schedule A Schedule of Fund Payments
- Schedule B Eligible Project Categories
- Schedule C Eligible and Ineligible Expenditures
- Schedule D Reporting
- Schedule E Communications

constitute 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.

17. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

CITY OF MISSISSAUGA

By:

Name:

Date

Title:

Affix
Corporate
Seal

 Name:
 Title:

 Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

Affix
 Corporate
 Seal

By: _____
 Title: Executive Director

 Date

In the presence of:

 Witness:
 Title:

 Date

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SCHEDULE A**SCHEDULE OF FUND PAYMENTS****RECIPIENT'S NAME: CITY OF MISSISSAUGA**

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

| Year | Schedule of Fund Payments | |
|-------------|----------------------------------|------------------------|
| | Payment #1 | Payment #2 |
| 2014 | \$10,329,018.64 | \$10,329,018.63 |
| 2015 | \$10,329,018.64 | \$10,329,018.63 |
| 2016 | \$10,845,469.56 | \$10,845,469.56 |
| 2017 | \$10,845,469.56 | \$10,845,469.56 |
| 2018 | \$11,361,920.49 | \$11,361,920.49 |

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.

SCHEDULE B**ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

13. Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure - i.e. recreational facilities or networks.
15. Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C

ELIGIBLE AND INELIGIBLE EXPENDITURES

1. Eligible Expenditures

1.1 Eligible Expenditures of Recipients will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
 - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - (ii) training directly related to asset management planning; and,
 - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 **Employee and Equipment Costs:** The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

1.3 **AMO as Agreement Administrator:** Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
 - (i) regional and local airports;
 - (ii) short-line rail;
 - (iii) short-sea shipping;
 - (iv) disaster mitigation;
 - (v) broadband connectivity;
 - (vi) brownfield redevelopment;
 - (vii) cultural infrastructure;
 - (viii) tourism infrastructure;
 - (ix) sport infrastructure; and
 - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

SCHEDULE D

REPORTING

1. Annual Report

By March 31st of each year, the Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- (a) Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

| Annual Report Financial Table | Annual | Cumulative |
|---|---------|-------------|
| | 20xx | 2014 - 20xx |
| Opening Balance ¹ | \$xxx | |
| Received from AMO | \$xxx | \$xxx |
| Interest Earned | \$xxx | \$xxx |
| Received from a Municipality | \$xxx | \$xxx |
| Transferred to a Municipality | (\$xxx) | (\$xxx) |
| Spent on Eligible Projects (for each Eligible Project category) | (\$xxx) | (\$xxx) |
| Closing Balance of unspent funds | \$xxx | |

- (b) Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

| Recipient | Project Title | Project Description | Eligible Project category | Total Project Cost | Funds (GTF) Spent | Completed |
|-----------|---------------|---------------------|---------------------------|--------------------|-------------------|------------------|
| | | | | | | (Yes/No/Ongoing) |
| | | | | | | (Yes/No/Ongoing) |
| | | | | | | (Yes/No/Ongoing) |
| | | | | | | (Yes/No/Ongoing) |

¹For the 2014 Annual Report this means the amount reported as unspent by the Recipient at December 31, 2013 as reported in the 2013 Annual Expenditure Report (as defined under the First Agreement).

2. Project Outcomes.

The Outcomes Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving:

- (a) Beneficial impacts on communities of completed Eligible Projects; and
- (b) Enhanced impact of Funds as a predictable source of funding.

3. Asset Management Outcomes.

On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

SCHEDULE E

COMMUNICATIONS PROTOCOL

1. **Purpose.** The provisions of this Communications Protocol apply to all communications activities related to any Funds and Eligible Projects. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.
2. **Information Sharing.** The Recipient agrees to provide AMO with upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, in an electronic format deemed acceptable by AMO, by March 31. Information will include, at a minimum: Eligible Project name, Eligible Category, Eligible Project description, total budgeted federal contribution (gas tax) and anticipated start date.
3. **Project Signage**
 - 3.1 The Recipient may have a sign recognizing its contribution to Eligible Projects.
 - 3.2 At Canada's request, the Recipient will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content and installation guidelines will be provided by Canada.
 - 3.3 Where the Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project and be approved by Canada.
 - 3.4 The Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
 - 3.5 The Recipient agrees to inform AMO of signage installations, in a manner determined by AMO.
4. **Media Events and Announcements for Eligible Projects**
 - 4.1 The Recipient agrees to have regular announcements of Eligible Projects that are benefitting from the Funds that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
 - 4.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
 - 4.3 Canada, AMO or the Recipient, may request a media event or announcement.
 - 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of AMO, Canada and the Recipient. AMO as administrator will ensure prior knowledge and agreement of other signatories to the Canada-Ontario-AMO-Toronto Agreement.

- 4.5 Canada, AMO or the Recipient in requesting a media event or an announcement will provide at least 21 working days' notice to the Parties of their intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada. The AMO, Canada and the Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.
- 4.6 The conduct of all joint media events, announcements and products will follow the Table of Precedence for Canada as outlined at the current Government of Canada website.
- 4.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.
5. **Program Communications**
 - 5.1 The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
 - 5.2 When undertaking such activities, the Recipient will provide the opportunity for AMO and Canada to participate and will recognize the funding of all contributors.
 - 5.3 Canada and AMO agree that they will not unreasonably restrict the Recipient from: (i) using, for its own purposes, public communications products related to the Funds prepared by Canada or AMO ("**Communication Products**") or, (ii) linking to web-based Communication Products.
 - 5.4 Notwithstanding Section 4 of Schedule E, Canada retains the right to meet its obligations to communicate information to Canadians about the use of Funds through communications products and activities.
6. **Operational Communications**
 - 6.1 The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
 - 6.2 The Recipient will share information promptly with Canada and AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise Recipients, when appropriate, about media inquiries received by it concerning an Eligible Project and, when appropriate, other signatories to the Canada-Ontario-AMO-Toronto Agreement will advise the Recipient about media inquiries, concerning an Eligible Project.
7. **Communicating Success Stories.** The Recipient agrees to communicate with Canada and AMO for the purposes of collaborating on communications activities and produces

including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.

ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. **Local roads and bridges** – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. **Public transit** – i.e. a shared passenger transport system which is available for public use.
3. **Drinking Water** – i.e. drinking water conservation, collection, treatment and distribution systems.
4. **Wastewater** – i.e. wastewater and storm water collection, treatment and management systems.
5. **Solid waste** – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. **Community energy systems** – i.e. infrastructure that generates or increases the efficient usage of energy.
7. **Capacity building** - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. **Short-sea shipping** – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. **Short-line rail** – i.e. railway related infrastructure for carriage of passengers or freight.
10. **Regional and local airports** – i.e. airport-related infrastructure (excludes the National Airport System).
11. **Broadband connectivity** – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. **Brownfield Redevelopment** i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

Appendix 2 –ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. **Local roads and bridges** – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. **Public transit** – i.e. a shared passenger transport system which is available for public use.
3. **Drinking Water** – i.e. drinking water conservation, collection, treatment and distribution systems.
4. **Wastewater** – i.e. wastewater and storm water collection, treatment and management systems.
5. **Solid waste** – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. **Community energy systems** – i.e. infrastructure that generates or increases the efficient usage of energy.
7. **Capacity building** - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. **Short-sea shipping** – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. **Short-line rail** – i.e. railway related infrastructure for carriage of passengers or freight.
10. **Regional and local airports** – i.e. airport-related infrastructure (excludes the National Airport System).
11. **Broadband connectivity** – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. **Brownfield Redevelopment** i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
 - (b) the construction of municipal use public parks and publicly-owned social housing.

13. **Sport Infrastructure** – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. **Recreational Infrastructure** - i.e. recreational facilities or networks.
15. **Cultural Infrastructure** – i.e. infrastructure that supports arts, humanities, and heritage.
16. **Tourism Infrastructure** – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. **Disaster mitigation** – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.



Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP

Transportation Committee
MAY 28 2014

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DATE: May 6, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: Car Share Parking Program, New Operators and Dedicated
Parking Areas (Wards 4 and 7)

- RECOMMENDATION:**
1. That a City-wide Car Share Parking Program be endorsed in principle as outlined in the report titled "Car Share Parking Program, New Operators and Dedicated Parking Areas" dated May 6, 2014 from the Commissioner of Transportation and Works and subject to the details being brought back to Transportation Committee for approval.
 2. That Zipcar be authorized to operate a car share program within the Downtown and that Zipcar and AutoShare pay a monthly rental fee of \$65/parking space.

**REPORT
HIGHLIGHTS:**

- AutoShare Inc. has been operating in the Downtown since 2012.
- Zipcar would like to begin operating in Downtown Mississauga and provides a similar service as AutoShare.
- Zipcar has agreed to pay the City of Mississauga a \$65 monthly parking fee for each vehicle they park in the downtown. AutoShare will be informed that they will be required to pay the same parking fee.

- The Transportation and Works Department will work to finalize a Car-Sharing Parking Program that will be open to all car-sharing companies wanting to operate in the City of Mississauga, and will include a formal application process, criteria for additional permit parking spaces, and a parking permit fee system.

BACKGROUND:

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.

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 car share service was provided by AutoShare Inc. (AutoShare). Currently, three vehicles are stationed on-street in the downtown on Burnhamthorpe Road West and Living Arts Drive. On-street parking at these locations is allocated to the car share service operator.

At the April 16, 2014 General Committee meeting in the Corporate Report from the Commissioner of Transportation and Works dated March 26, 2014, Council approved the transition of the car share service pilot to an on-going service for City employees and general community use.

COMMENTS:

Car-sharing is a service that offers vehicles for short-term rental to registered members of a car-share company. Vehicles are generally located across the City to serve members and are rented on an hourly basis. Vehicles are assigned by the company to a specific designated location, checked out by the member for specified time period, and returned to the same location at the end of the rental period.

As anticipated, community use of the car share service continues to grow in Mississauga. An indication of the continued growth in the use of the service was the addition of a third 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.

Zipcar has submitted a proposal to the Transportation and Works Department indicating that they would like to begin service in Downtown Mississauga. Zipcar has identified several potential locations for their cars to be located and acknowledged that they will pay a monthly parking fee for these dedicated on-street parking spaces. Zipcar is a competitor of AutoShare and provides a similar car-sharing service model as AutoShare. The City of Mississauga did not charge AutoShare for the use of the dedicated on-street parking spaces during the Car Share Pilot Program, but mechanisms are in place to begin charging AutoShare for the use of their dedicated on-street parking spaces.

In addition to AutoShare and Zipcar, the Transportation and Works Department has received a proposal from car2go. The car2go model allows members to leave the rented vehicles anywhere in the City, not at designated locations. This is quite different from the AutoShare and Zipcar car share model and will require extensive research to determine if and how their program can work under Mississauga's parking regulations. We are working with car2go representatives to develop an interim solution.

For the purpose of this report, the City of Toronto program for approving car sharing services was reviewed for best practice. Over several years the City of Toronto approved various Car Sharing Pilot programs, and as a result has established: criteria for expansion; an application process including an application fee; and a tiered parking permit fee system that applies to all car sharing companies wanting to operate in the City of Toronto.

Next Steps

Both companies (AutoShare and Zipcar) are aware that the Transportation and Works Department is proposing to develop a Parking Master Plan and Implementation Strategy (PMPIS). The PMPIS will address a range of city wide parking related issues, including the development of a formal Car Share Parking Program that will be open to all companies wanting to operate in the City of Mississauga, and will include: criteria for expansion; an application process including an application fee; and a tiered parking permit fee system. This work is proposed to be carried out over the next two years, as it requires input and approval from various section (Traffic Operation, Parking Enforcement, and Legal Services etc.), and ultimately City Council approval.

Zipcar has proposed the following two locations for the initial start-up:

- Lay-by on Burnhamthorpe Road, east of Duke of York Boulevard (2 cars)
- Webb Drive, west of Duke of York Boulevard (2 cars)

Zipcar has indicated that they are eager to enter the Mississauga market, and will pay for all costs associated with placing these vehicles at the above noted locations. Zipcar has agreed to pay the City of Mississauga a monthly parking fee of \$65 per vehicle.

The Transportation and Works Department will notify AutoShare that the same monthly parking fee will apply to their vehicles.

STRATEGIC PLAN:

Allowing a Car Share Service to function in the City of Mississauga is consistent with the following Strategic Pillars for Change, Goals and Actions put forth in the City's Strategic Plan:

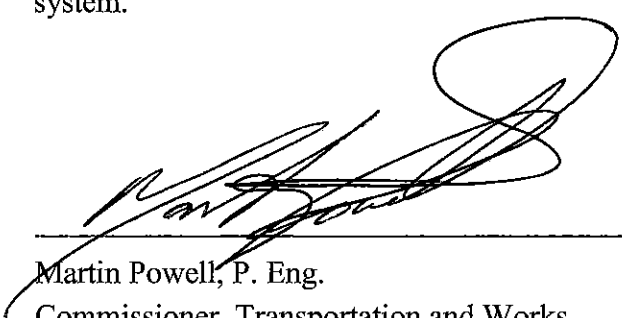
- Develop a Transit Oriented City
- Implement a Parking Strategy that Supports Public Transit.
- Provide Mobility Choices. Action 15 – Use Incentives to Encourage Work Commutes by Public Transit.

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 financial impact of charging both AutoShare and Zipcar for the 9 dedicated on-street parking spaces will result in gross revenues of \$3,510 (\$7,020 annualized) assuming a July 1, 2014 start date.

CONCLUSION: The Transportation and Works Department supports the start-up of the Zipcar car-sharing service in Downtown Mississauga. The Transportation and Works Department is proposing to develop a Parking Master Plan and Implementation Strategy (PMPIS). The PMPIS will address a range of city wide parking related issues, including the development of a formal Car Share Parking Program that will be open to all companies wanting to operate in the City of Mississauga, and will include: criteria for expansion; an application process including an application fee; and a tiered parking permit fee system.



Martin Powell, P. Eng.

Commissioner, Transportation and Works

*Prepared By: Tomasz Brzeziak, Parking Coordinator
Works, Operations and Maintenance*



Corporate Report

Clerk's Files

Originator's Files MG.11.REP

Transportation Committee
MAY 28 2014

DATE: May 13, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **2014 Intersection Capital Works Program
(Wards 1 & 5)**

RECOMMENDATION: That the proposed 2014 Intersection Capital Works Program as outlined in the report titled "2014 Intersection Capital Works Program" dated May 13, 2014 from the Commissioner of Transportation and Works, be approved.

**REPORT
HIGHLIGHTS:**

- This report identifies the locations proposed for intersection construction works in 2014 as follows:
 - Lakeshore Road East at Elmwood Ave South – removal of transit layby
 - Morning Star Drive at Goreway Drive – construction of westbound right turn lane

BACKGROUND:

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

COMMENTS:

Two (2) locations are recommended for inclusion in the 2014 Intersection Capital Works Program on the basis of improving traffic flow and for reasons of safety. The recommended locations and improvements are described below and illustrated in Appendices 1 and 2.

1. Lakeshore Road East at Elmwood Avenue South (Ward 1)

This entails the removal of a concrete bus layby on the south side of Lakeshore Road East between St. Lawrence Drive and Elmwood Avenue South. The current location of the layby adjacent to an intersection pedestrian signal causes transit buses to partially impede traffic flow creating safety concerns for vehicle traffic and pedestrian traffic. The removal of the layby will result in transit vehicles stopping in the curb lane but will improve safety. The existing bus shelter will be relocated to the middle of the block to better serve transit riders. The estimated cost is approximately \$50,000.

2. Morning Star Drive at Goreway Drive (Ward 5)

The installation of a right turn lane on Morning Star Drive at Goreway Drive for westbound traffic has been requested by the Ward 5 Councillor. The construction of the right turn lane will increase traffic flow and capacity at the intersection. The estimated cost is approximately \$150,000.

FINANCIAL IMPACT:

Development Charges funding in the amount of \$495,000 is available in PN-14-101 to complete these projects.

CONCLUSION:

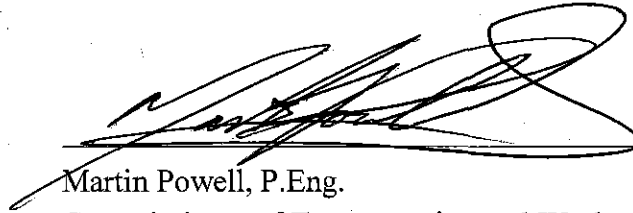
The Transportation and Work Department continues to undertake various improvements to intersections to improve safety and traffic flow. The recommended 2014 program represents priority locations which will benefit from alterations in keeping with these objectives.

6b

ATTACHMENTS:

Appendix 1 – Lakeshore / Elmwood

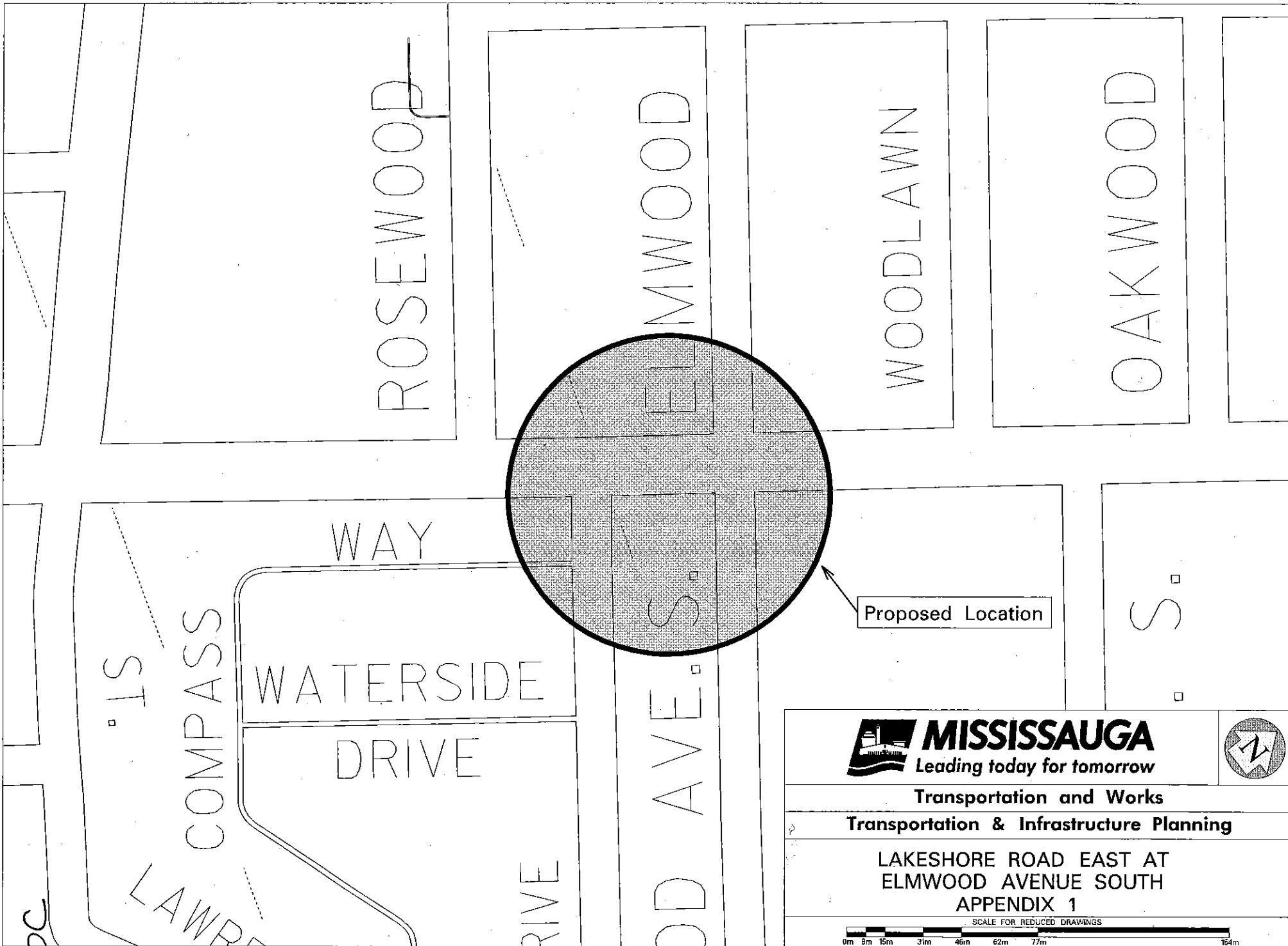
Appendix 2 – Goreway Drive / Morning Star Drive

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: Michael Long, C.E.T.
Transportation Infrastructure Technologist
Transportation Asset Management*



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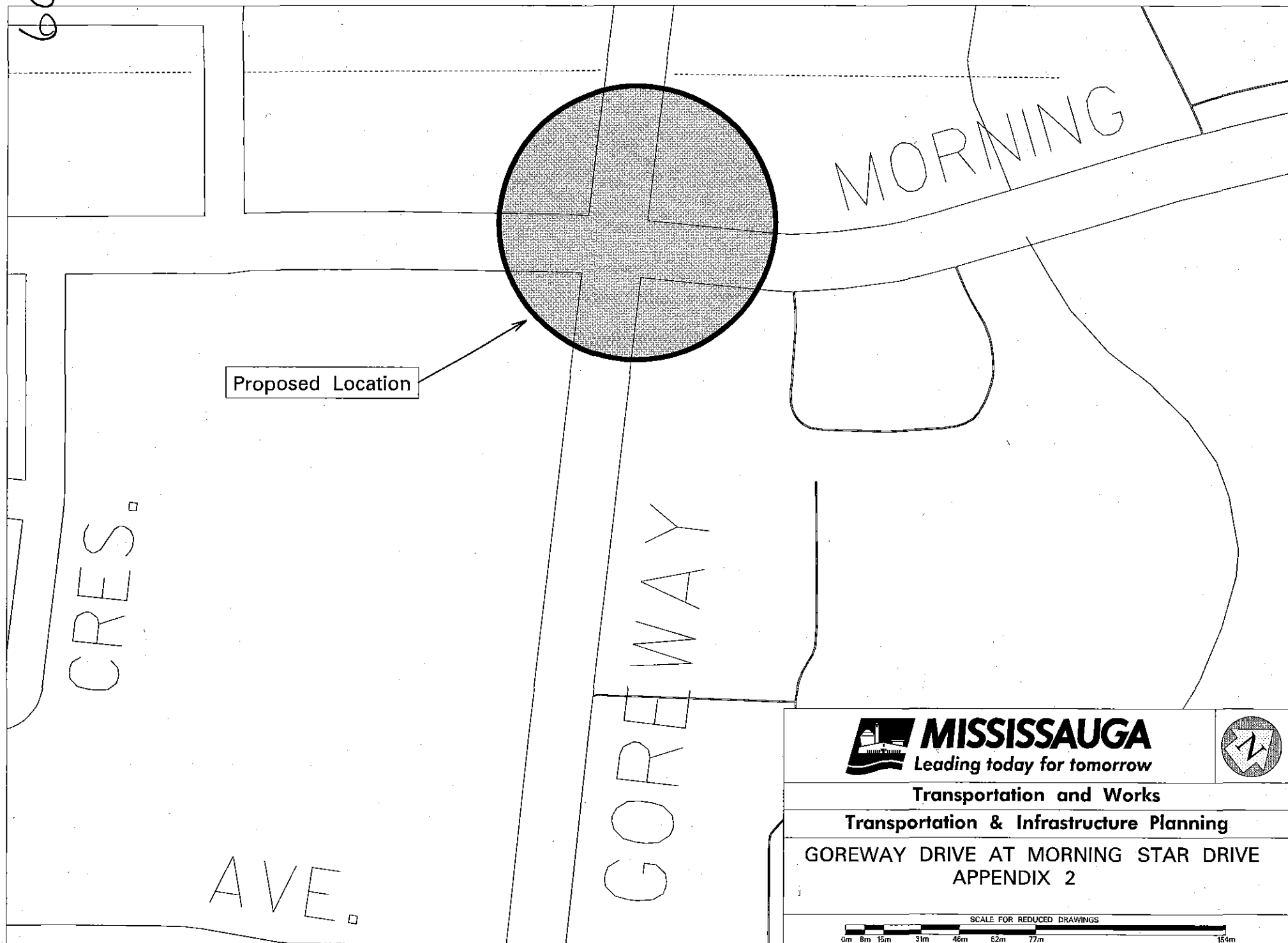
Transportation and Works

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**LAKESHORE ROAD EAST AT
ELMWOOD AVENUE SOUTH
APPENDIX 1**

SCALE FOR REDUCED DRAWINGS
0m 8m 15m 31m 46m 62m 77m 154m

6d



Proposed Location



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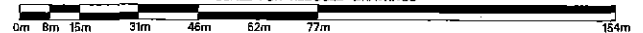


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**GOREWAY DRIVE AT MORNING STAR DRIVE
APPENDIX 2**

SCALE FOR REDUCED DRAWINGS





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MG.11.REP

Transportation Committee
MAY 28 2014

DATE: April 30, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: 2014 Sidewalk and Multi-Use Trail Construction Programs
(Wards 3, 4, 5, 6)

RECOMMENDATION:

1. That the proposed 2014 Sidewalk and Multi-Use Trail Construction Programs, as outlined in the report dated April 30, 2014, entitled "2014 Sidewalk and Multi-Use Trail Construction Programs" from the Commissioner of Transportation and Works, be approved.
2. That a by-law be enacted to amend Traffic By-law 555-2000 as amended, to allow a marked city vehicle (bicycle) to ride along a sidewalk while engaged in works undertaken for or on behalf of the City.

**REPORT
HIGHLIGHTS:**

- New sidewalks will be constructed in 2014 with an emphasis on transit accessibility, for a total of 5.3 kilometres (3.3 miles)
- A total of 2.0 kilometres (1.2 miles) of new multi-use trails will be constructed as part of the 2014 Cycling Program Capital Budget, based on the Mississauga Cycling Master Plan.

- A total of 7.5 kilometres (12 miles) of new multi-use trails will be constructed over 2014-2016 as part of the 2013-2016 Cycling Program Capital Budget, in conjunction with the Region of Peel's Hanlan Water Project.
- A by-law amendment is required to support the use of adult tricycles as part of the annual sidewalk and multi-use trail maintenance inspection activities.

COMMENTS:

The Transportation and Works Department has reviewed and prioritized new sidewalk construction needs, taking into consideration a compiled inventory of requests with emphasis on transit accessibility, to determine the recommended 2014 sidewalk construction program. In addition, staff has reviewed and prioritized new multi-use trail construction needs based on the Mississauga Cycling Master Plan.

Candidates for these programs have been assessed based upon safety considerations, transit servicing, alignment with the Cycling Master Plan, construction feasibility, timing of adjacent land development, connections to the existing sidewalk and cycling networks and coordination with other capital infrastructure projects.

Sidewalk Program

The following provides a description of the proposed works at various locations. All proposed sidewalks are 1.5 metre (5 foot) concrete sidewalks. Site drawings showing the location of each proposed sidewalk are attached (Appendix 1 to Appendix 6).

1. American Drive (Ward 5)
North Side of American Drive from Viscount Road to Northwest Drive.
2. Creditview Road (Ward 6)
East side of Creditview Road from 60 metres (196 feet) north of 5881 Creditview Road to a point 25 metres (82 feet) south of 5881 Creditview Road (reconstruction of existing sidewalk).

3. Creekbank Road (Ward 5)
West side of Creekbank Road from Eglinton Avenue East to Aimco Boulevard.
4. Dixie Road (Ward 5)
West side of Dixie Road from Derry Road East to Courtneypark Drive East.
5. Matheson Boulevard East (Ward 5)
North side of Matheson Boulevard East from Kennedy Road to Whittle Road, in association with road resurfacing.
6. Pacific Circle (Ward 5)
West side (outer circle) of Pacific Circle from 7337 Pacific Circle to 7035 Pacific Circle.

Multi-Use Trail Program

All of the multi-use trail construction locations outlined in this report are being tendered and constructed in coordination with other capital infrastructure projects, namely the Mississauga Transitway and the Region of Peel's Hanlan Water Project. Construction timing will be subject to the overall project schedules, but at this time it is anticipated that the majority of the multi-use trail construction would take place in late 2015.

The following provides a description of the proposed works at various locations. All trails are approximately 3 metres (10 feet) wide. Site drawings showing the location of each proposed multi-use trail are attached (Appendix 7 to Appendix 11).

7. Cawthra Road (Ward 4)
West side of Cawthra Road from Burnhamthorpe Road East to Meadows Boulevard, in association with the Hanlan Water Project (2013-2016).
8. Dixie Road (Ward 3)
West side of Dixie Road from Golden Orchard Drive to Eastgate Parkway, in association with the Hanlan Water Project (2013-2016).

9. Eastgate Parkway (Ward 3)
South side of Eastgate Parkway from Tomken Road to Cawthra Road, in association with the Hanlan Water Project (2013-2016).
10. Eglinton Avenue East (Ward 5)
North side of Eglinton Avenue East from Spectrum Way to a point west of Commerce Boulevard, in association with Mississauga Transitway construction as part of Contract 3 (2014).
11. Tomken Road (Ward 5)
East side of Tomken Road from Eastgate Parkway to Britannia Road East, in association with the Hanlan Water Project (2013-2016).

On a trial basis, Transportation and Works Department - Works Operations and Maintenance staff plan to conduct some of their annual sidewalk and multi-use trail maintenance inspection activities using an adult tricycle. Other municipalities have integrated this practice into their operations for improved efficiency of manual sidewalk inspection programs. In order to support this operations activity, a minor amendment is required to include the provisions of Section 43 regarding riding a bicycle along a sidewalk, into the list of provisions of the Traffic By-law in Section 44 which do not apply to marked City vehicles engaged in works undertaken for or on behalf of the City.

STRATEGIC PLAN:

The addition of sidewalk and cycling network infrastructure supports the CONNECT, MOVE, and LIVING GREEN pillars of the Strategic Plan.

FINANCIAL IMPACT:

New cycling network and sidewalk construction along major roads is funded through Development Charges.

An amount of \$1,000,000 was approved in the 2014 Capital Budget for sidewalk construction, which is required to fund the sidewalk program outlined within this report.

An amount of \$1,060,000 was approved in the 2014 Capital Budget for the overall Cycling Program. The 2014 multi-use trail program outlined in this report is estimated at \$800,000, excluding the Hanlan-

related works. The remaining funds in the 2014 Cycling Program capital budget will be used for on-road cycling facilities. Council approval for these projects will be addressed in future reports, as appropriate.

An amount of \$2,525,000 was approved for the construction of multi-use trails in association with the Hanlan Water Project as a multi-year project, cash-flowed over the 2013-2016 Capital Budgets.

CONCLUSION:

The proposed 2014 Sidewalk and Multi-Use Trail Construction Programs reflects needs and priorities to advance the planned pedestrian and cycling networks, with an emphasis on transit accessibility and the implementation of the Cycling Master Plan.

ATTACHMENTS:2014 Sidewalk Construction Program

Appendix 1: American Drive (Ward 5)

Appendix 2: Creditview Road (Ward 6)

Appendix 3: Creekbank Road (Ward 5)

Appendix 4: Dixie Road (Ward 5)

Appendix 5: Matheson Boulevard East (Ward 5)

Appendix 6: Pacific Circle (Ward 5)

2014 Multi-use Trail Program

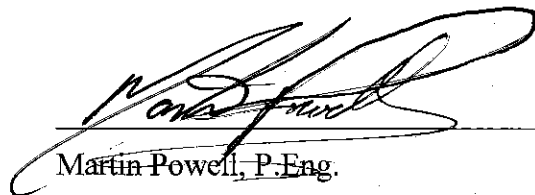
Appendix 7: Cawthra Road (Ward 4)

Appendix 8: Dixie Road (Ward 3)

Appendix 9: Eastgate Parkway (Ward 3)

Appendix 10: Eglinton Avenue East (Ward 5)

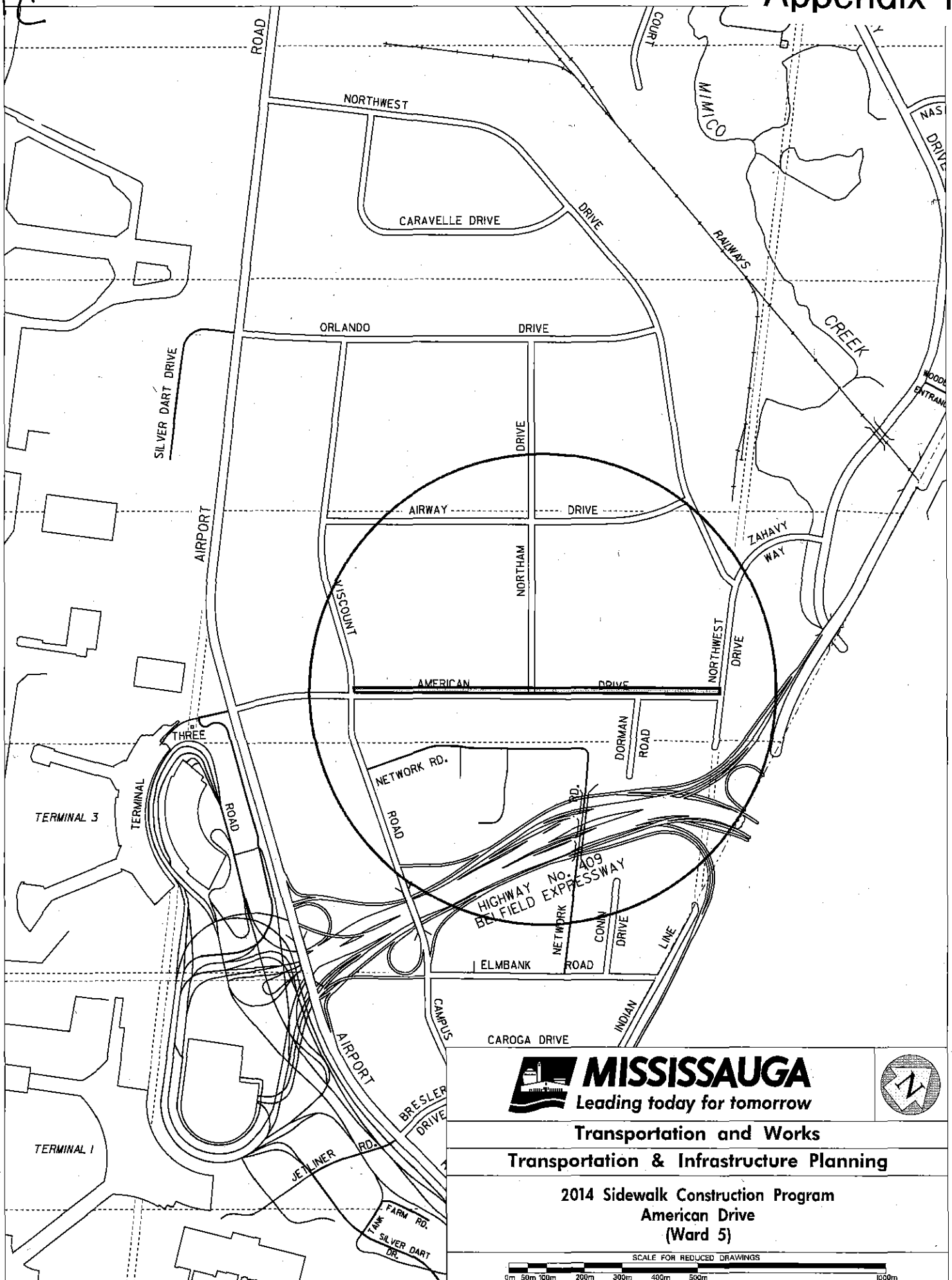
Appendix 11: Tomken Road (Ward 5)



Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared by: Jacqueline Hunter, Active Transportation Technologist



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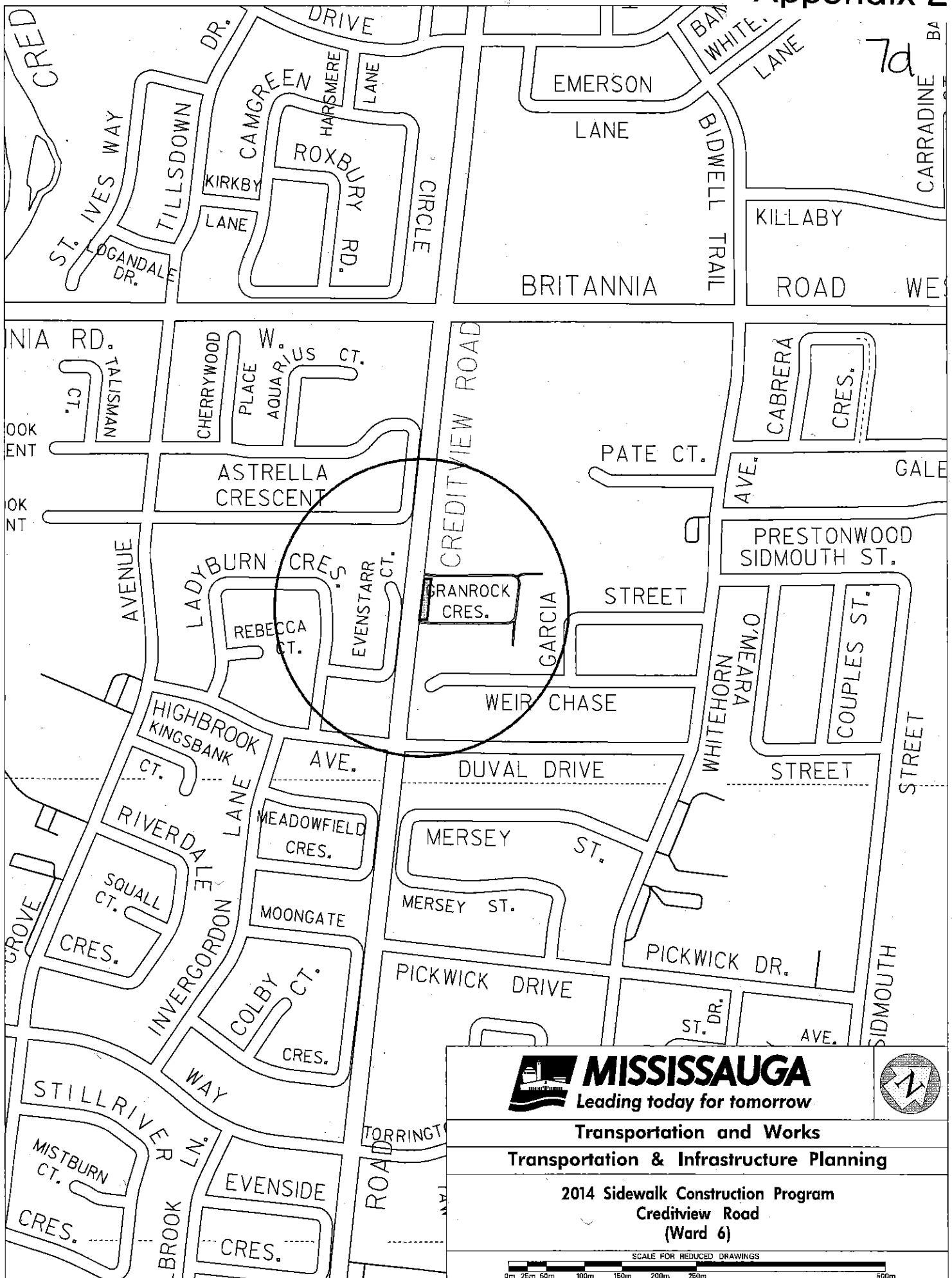


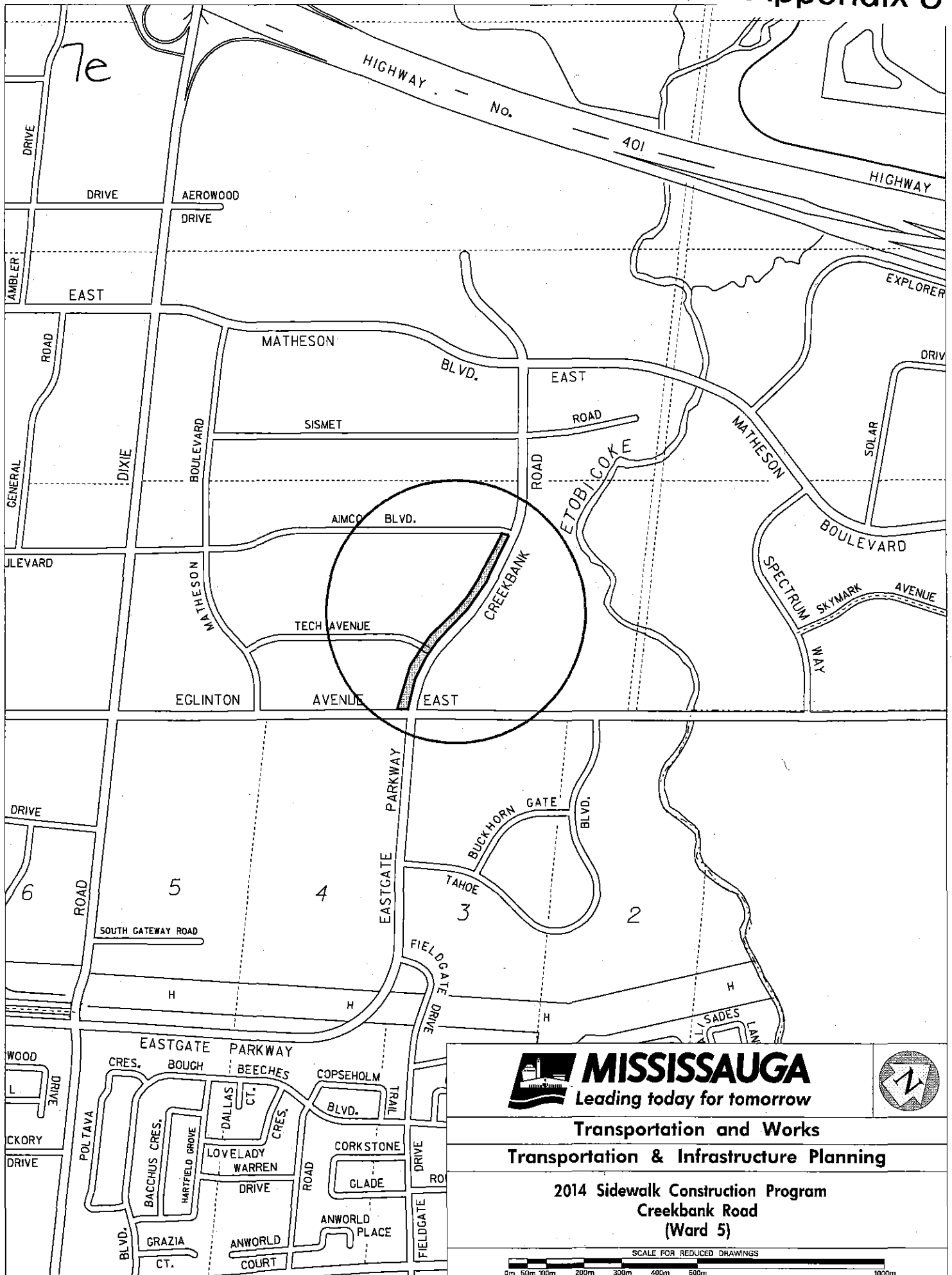
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2014 Sidewalk Construction Program
American Drive
(Ward 5)

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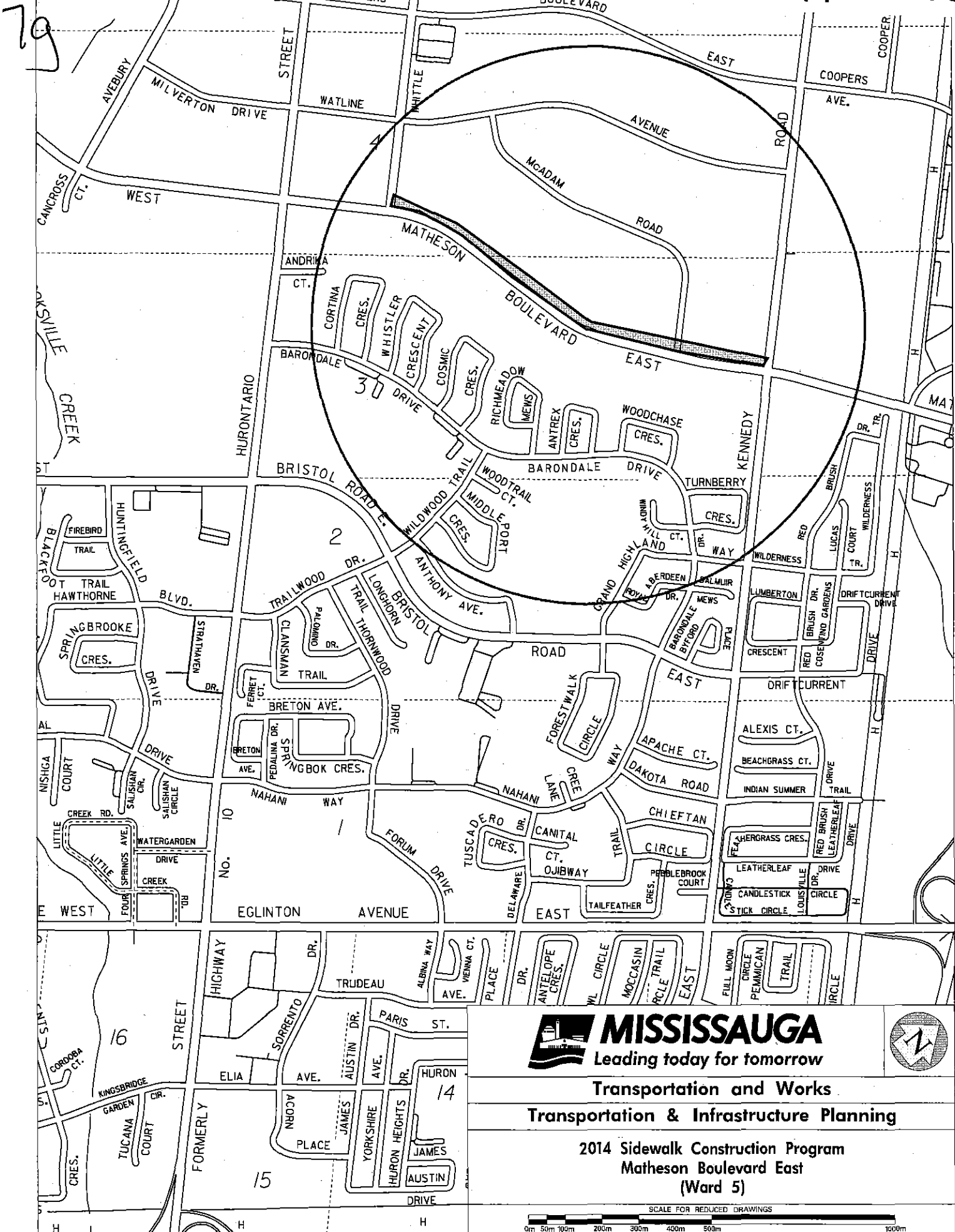
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2014 Sidewalk Construction Program
Creekbank Road
(Ward 5)

SCALE FOR REDUCED DRAWINGS
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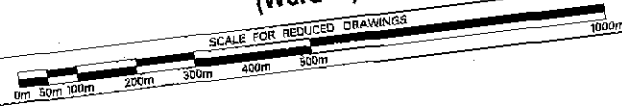
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2014 Sidewalk Construction Program
Matheson Boulevard East
(Ward 5)



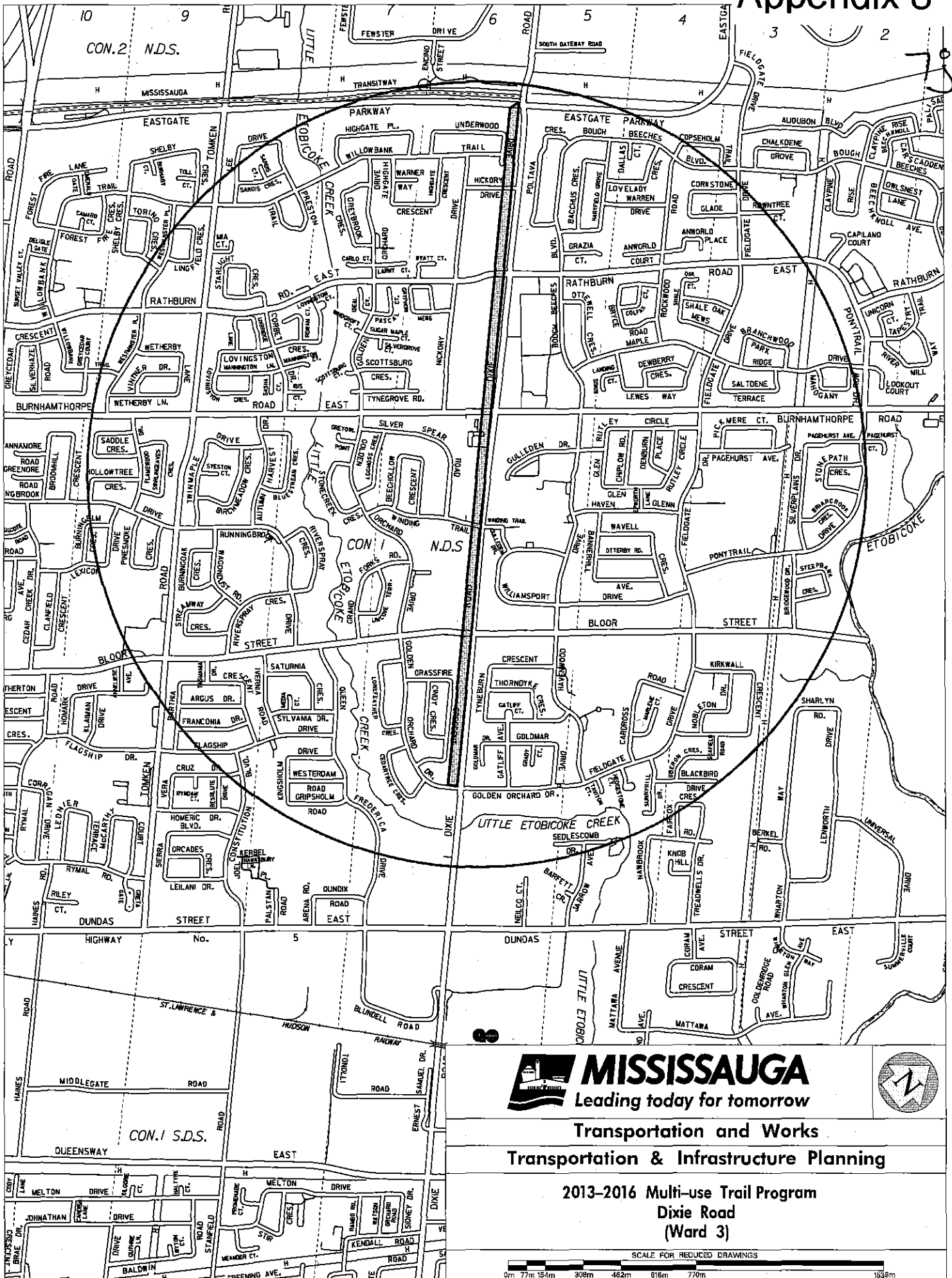


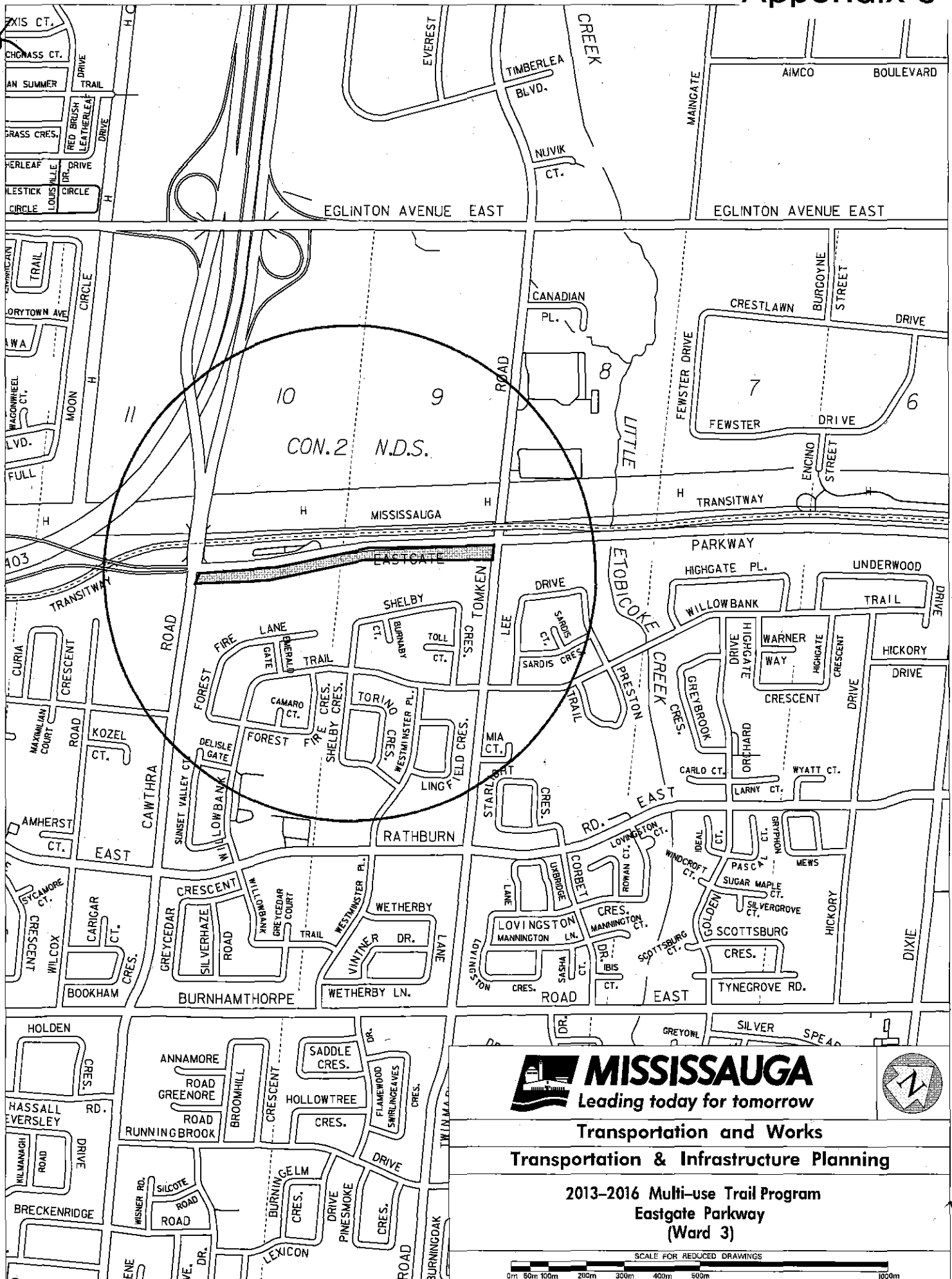
2014 Sidewalk Construction Program
Pacific Circle
(Ward 5)

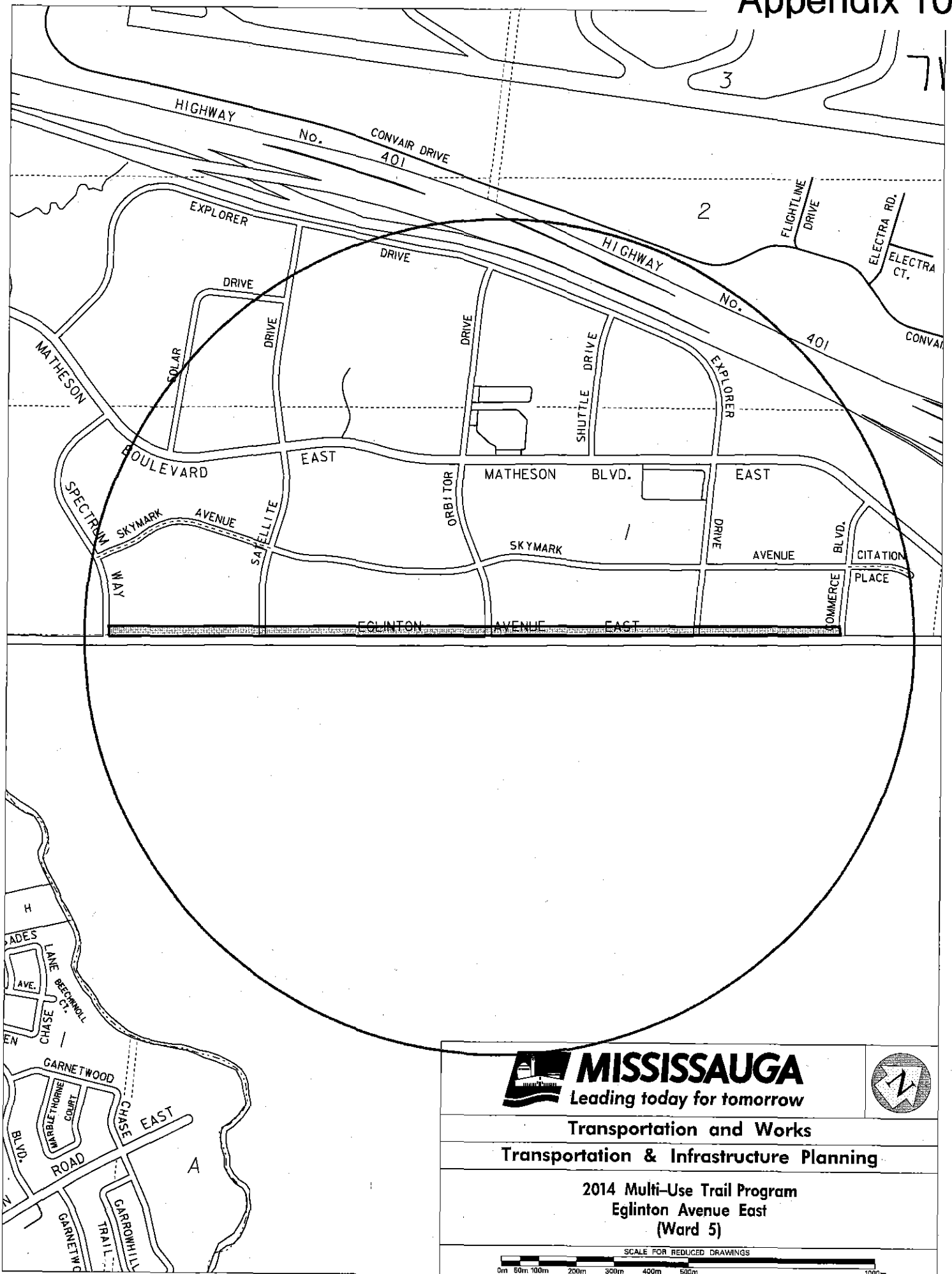


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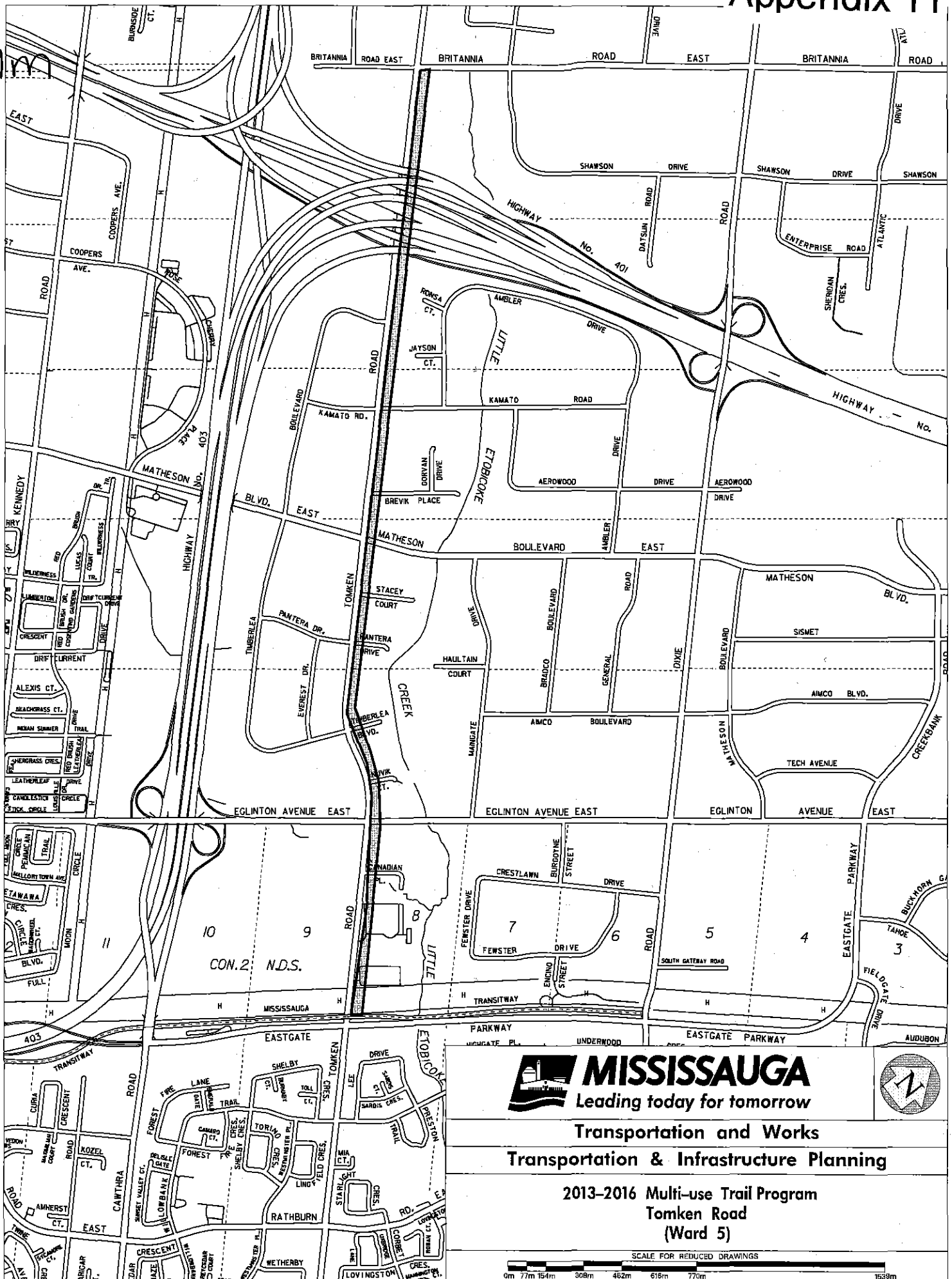




Transportation and Works Transportation & Infrastructure Planning

2014 Multi-Use Trail Program
Eglinton Avenue East
(Ward 5)







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Transportation Committee

MAY 28 2014

8

DATE: May 8, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: Reduction of 15-hour Parking Zone
Silverado Drive (Ward 4)

RECOMMENDATION: That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to reduce the existing 15-hour parking on the south side of Silverado Drive by approximately 12 metres (39 feet), between a point 15 metres (49 feet) east of Candela Drive and a point 60 metres (197 feet) easterly thereof.

BACKGROUND: The Transportation and Works Department is in receipt of a request from an area resident with respect to reducing the existing 15-hour parking on the south side of Silverado Drive by approximately 12 metres (39 feet) from the existing 15-hour parking zone due to sightline concerns. This reduction will eliminate approximately two parking spots.

In 2001, a by-law was enacted to implement 15-hour parking on the south side of Silverado Drive, between a point 15 metres (49 feet) east of Candela Drive and a point 60 metres (197 feet) easterly thereof.

8a

COMMENTS:

Due to sightline concerns expressed by an area resident and a subsequent review by staff confirming these concerns, Transportation and Works staff recommends reducing the existing 15-hour parking on the south side of Silverado Drive by approximately 12 metres (39 feet) from the east limit of the 15-hour parking zone.

The Ward Councillor supports the reduction of the existing 15-hour parking on the south side of Silverado Drive by approximately 12 metres (39 feet) from the existing 15-hour parking zone.

FINANCIAL IMPACT:

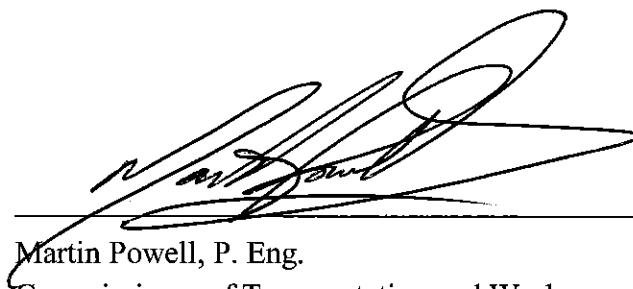
Costs for the sign installations can be accommodated in the 2014 Current Budget.

CONCLUSION:

Based on the results of the site inspection, the Transportation and Works Department supports reducing the existing 15-hour parking on the south side of Silverado Drive approximately 12 metres (39 feet) from the east limit of the 15-hour parking zone.

ATTACHMENTS:

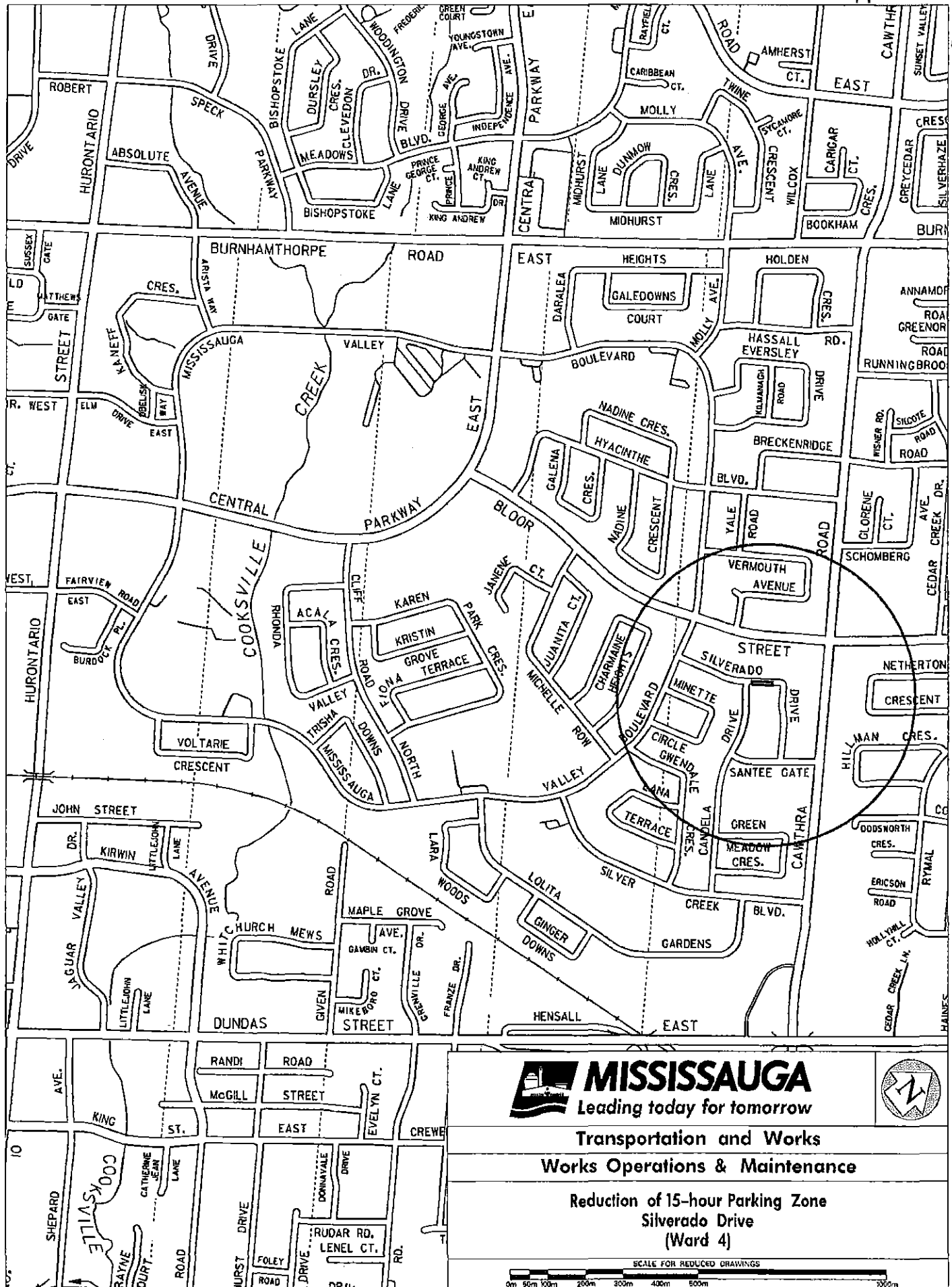
Appendix 1: Location Map: Reduction of 15-hour Parking Zone Silverado Drive (Ward 4)



Martin Powell, P. Eng.

Commissioner of Transportation and Works

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





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9

Transportation Committee

MAY 28 2014

DATE: April 25, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **2014 Post-Top Streetlighting Replacement Program**
(Wards 7, 8 and 11)

RECOMMENDATION: That the proposed 2014 Post-Top Streetlighting Replacement Program, as outlined in this report dated April 25, 2014 from the Commissioner of Transportation and Works, be approved.

BACKGROUND: The Capital Budget provides for the replacement of obsolete post-top streetlights. Post-top replacement throughout the City is scheduled through an annual capital program. For 2014, the streets scheduled for post-top streetlight replacement are located within Ward's 7, 8 and 11.

COMMENTS: The existing post-top streetlighting needs to be replaced as they are obsolete and the cost to maintain them is rising as spare parts for repair are difficult to source. As well, the lighting levels provided by these lights do not meet the current light level and uniformity requirements established by City standards.

These lights will be replaced with the standard concrete poles and LED streetlight luminaires.

9a

The streets scheduled for post-top replacement for 2014 by Ward are as follows:

Ward 7

- Autumn Breeze Drive North
- Cameron Court
- Carlanne Court
- Carlanne Place
- Chisholm Avenue
- Culver Way
- Damien Way
- Fieldstone Road
- Log Wood Court
- Morrison Avenue
- Pollard Drive
- Taylor's Orchard

Ward 8

- Ifield Road
- Limerick Court
- Shannon Drive
- Tipperary Court

Ward 11

- Caribou Place
- Kenninghall Boulevard
- Steen Drive

FINANCIAL IMPACT: A gross amount of \$1,416,667 was approved in the 2014 Capital Budget for streetlighting. The proposed post-top replacement will be funded from a portion of this budget and is estimated to cost \$1.0 million.

CONCLUSION: Nineteen (19) streets are proposed for post-top streetlighting

replacement and these projects will be funded from the approved 2014 Streetlighting Capital Budget.

ATTACHMENTS:

Appendix 1: Streetlighting Post-Top Rebuild – Autumn Breeze Drive N. and Taylor's Orchard
Ward 7

Appendix 2a: Streetlighting Post-Top Rebuild – Carlanne Crt., Carlanne Pl., Culver Way, Damien Way, Fieldstone Rd. and Log Wood Crt.
Ward 7

Appendix 2b: Streetlighting Post-Top Rebuild – Cameron Crt., Chisholm Ave., Morrison Ave. and Pollard Dr.
Ward 7

Appendix 3: Streetlighting Post-Top Rebuild – Ifield Rd., Limerick Crt., Shannon Dr. and Tipperary Crt.
Ward 8

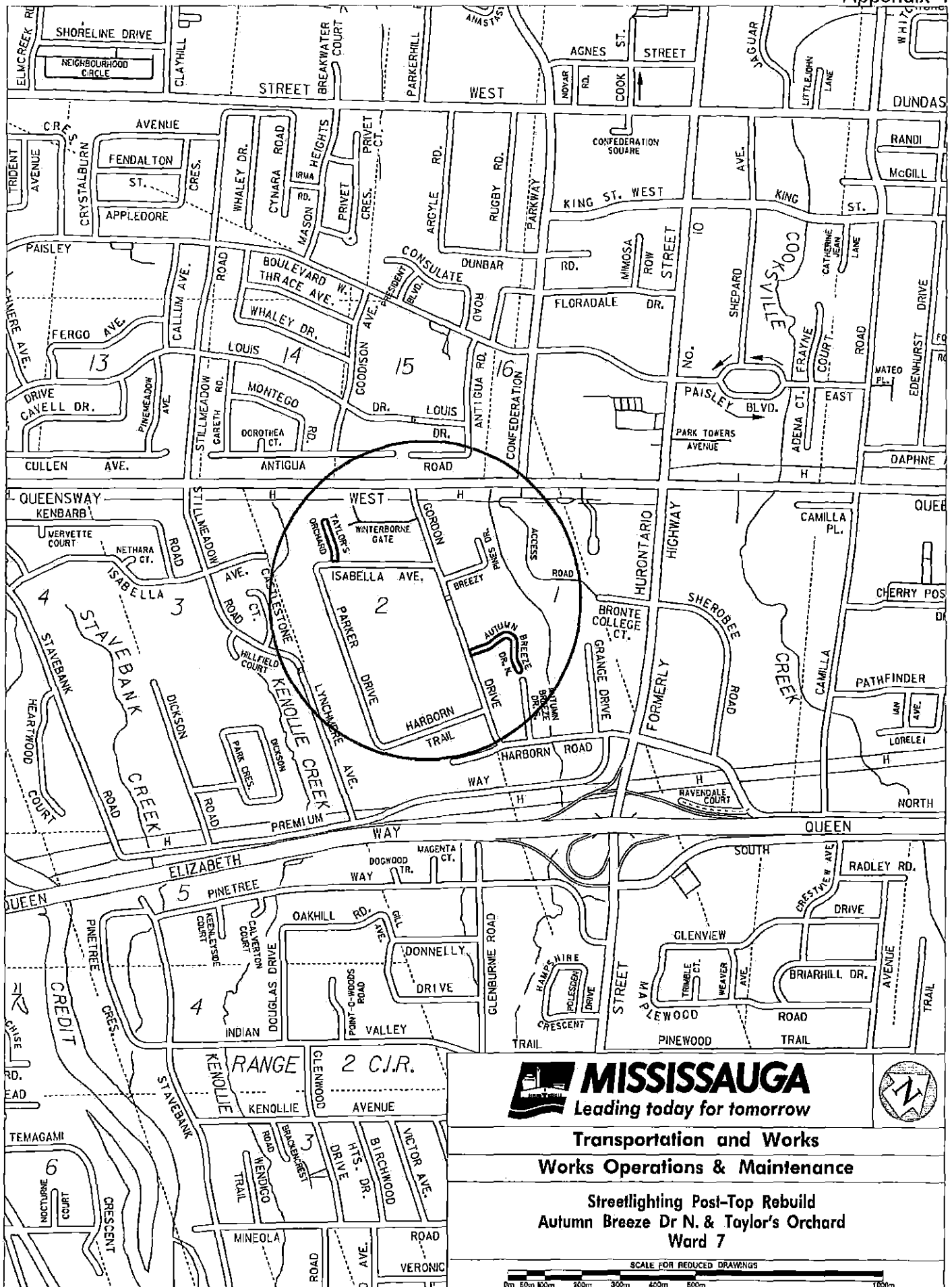
Appendix 4: Streetlighting Post-Top Rebuild – Caribou Pl., Kenninghall Blvd and Steen Dr.
Ward 11



Martin Powell, P.Eng.

Commissioner of Transportation and Works

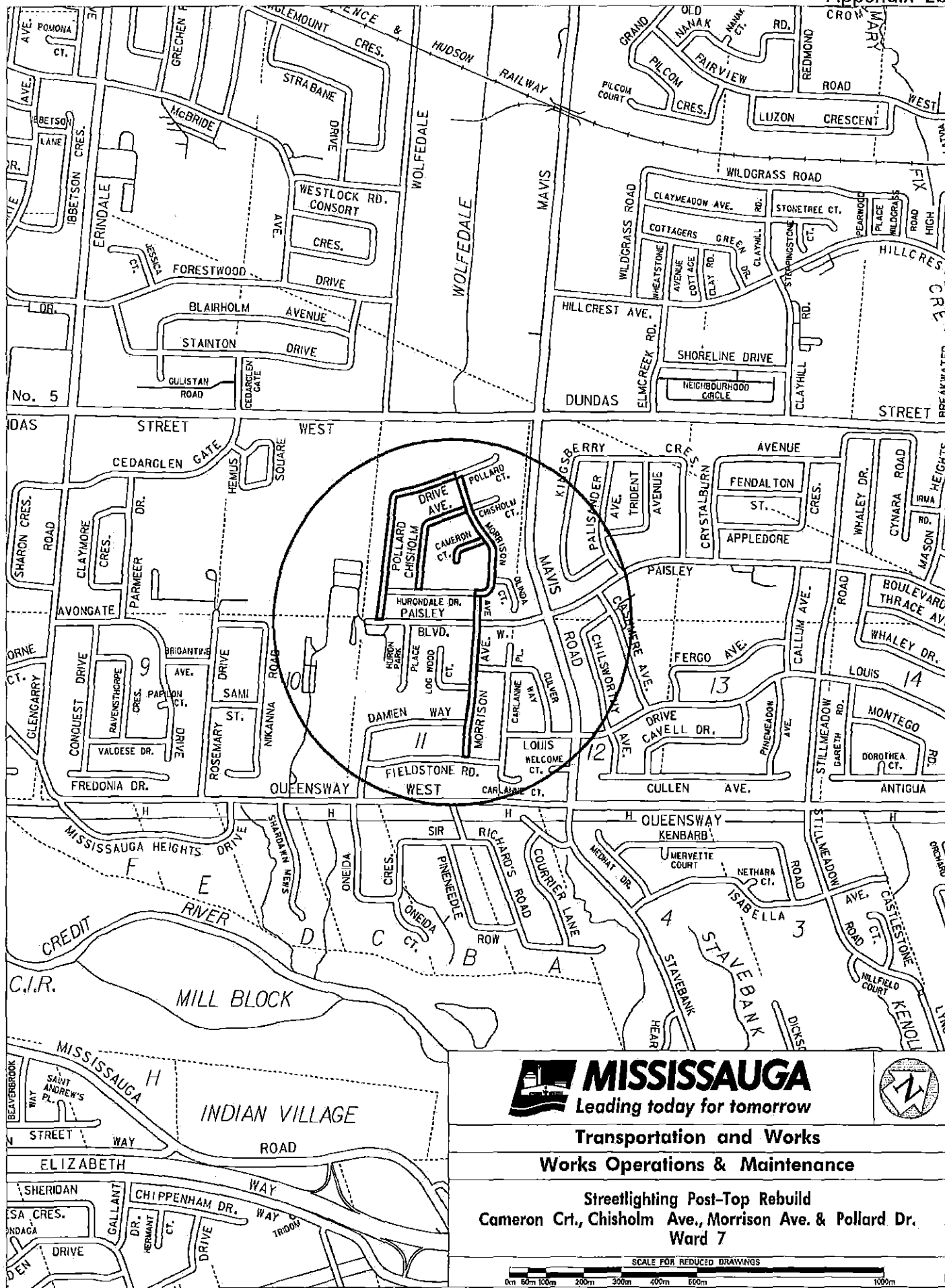
Prepared By: Eric Menezes, C.E.T., Supervisor, Streetlighting





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9e

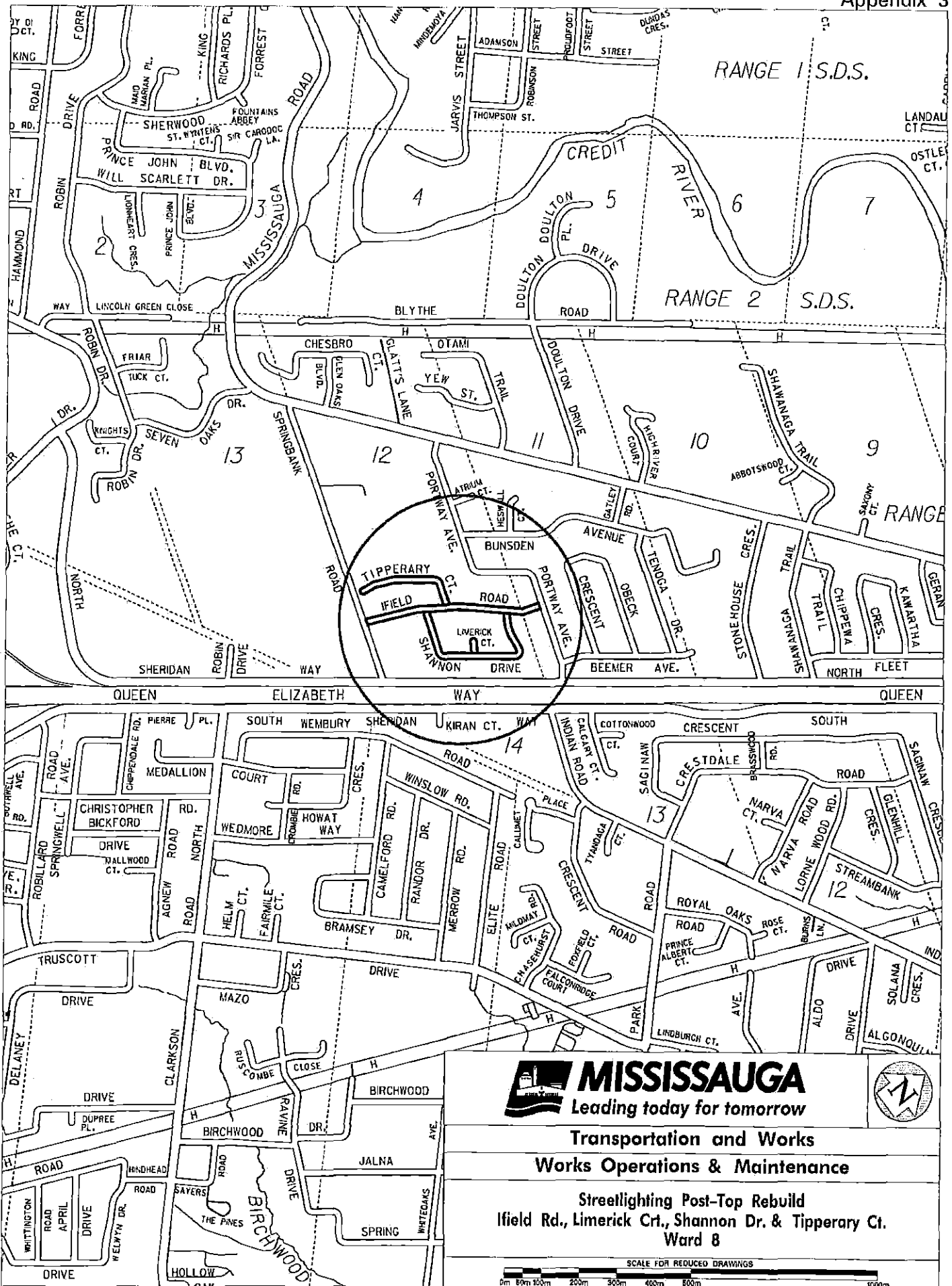


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Works Operations & Maintenance**

**Streetlighting Post-Top Rebuild
Cameron Cr., Chisholm Ave., Morrison Ave. & Pollard Dr.
Ward 7**





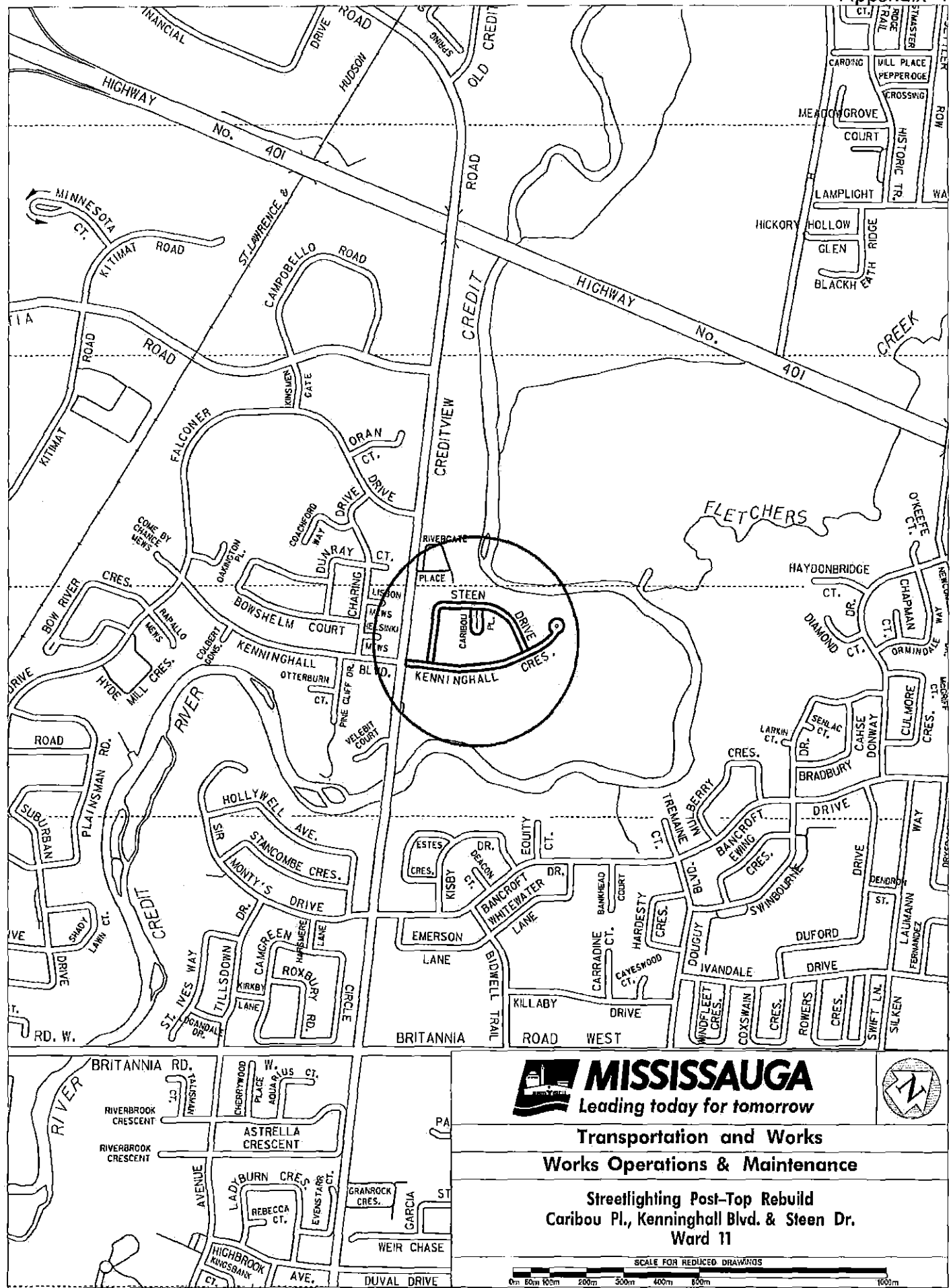
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Works Operations & Maintenance

Streetslighting Post-Top Rebuild
Ifield Rd., Limerick Ct., Shannon Dr. & Tipperary Ct.
Ward 8

SCALE FOR REDUCED DRAWINGS
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Transportation Committee

MAY 28 2014

DATE: May 8, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: All-Way Stop
Huntington Ridge Drive and Trail Blazer Way/Guildwood Way
(Ward 4)

RECOMMENDATION: That an all-way stop control not be implemented at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way as the warrants have not been met.

BACKGROUND: Concerns have been identified by area residents regarding pedestrian safety at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way.

The Ward Councillor has requested that the Transportation and Works Department submit a report to Transportation Committee regarding the all-way stop warrants at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way.

Currently, the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way operates as a four-leg intersection with stop controls on Guildwood Way and Trail Blazer Way.

COMMENTS:

An A.M. /P.M. manual turning movement count was completed on Tuesday November 19, 2013 at this intersection to determine if an all-way stop is warranted. The results are as follows:

| <u>Huntington Ridge Drive and Trail Blazer Way/Guildwood Way</u> | <u>Warrant Value</u> |
|--|----------------------|
| Part "A": Volume for All Approaches | 100% |
| Part "B": Minor Street Volume | 53% |

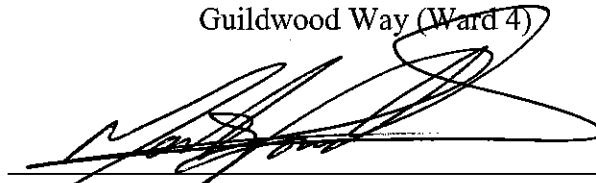
In order for an all-way stop to be warranted, both Parts "A" and "B" must equal one-hundred percent. Based on the results, an all-way stop is not warranted at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way.

A review of the collision history at this intersection revealed two reported collisions within the past three years that would be considered correctable by the use of an all-way stop. An all-way stop would not be warranted based on the collision history.

FINANCIAL IMPACT: Cost for the sign installation could be accommodated in the 2014 Current Budget.

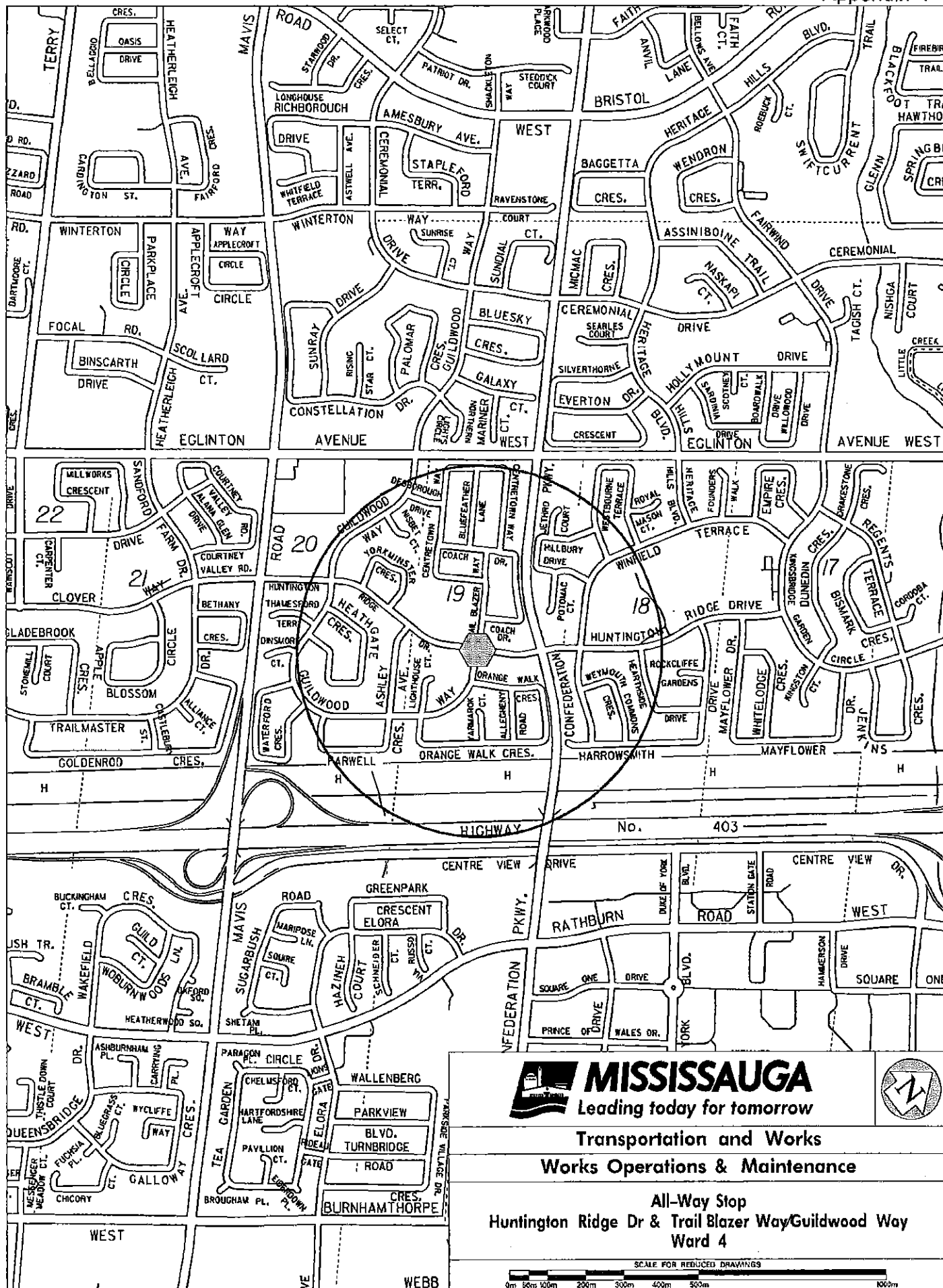
CONCLUSION: Based on the manual turning movement count and the collision history, the Transportation and Works Department does not recommend the installation of an all-way stop at the intersection of Huntington Ridge Drive and Trail Blazer Way/Guildwood Way.

ATTACHMENTS: Appendix 1: Location Map: All-Way Stop --
Huntington Ridge Drive and Trail Blazer Way/
Guildwood Way (Ward 4)



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

Prepared By: Magda Kolat, Traffic Operations Technician





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RT.10.Z-55

Transportation Committee

MAY 28 2014

DATE: May 8, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

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

RECOMMENDATION: That the lower driveway boulevard parking between the curb and sidewalk, at anytime, not be implemented on the south, west, north and east sides (outer and inner circle) of Nipiwini Drive.

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

According to the City of Mississauga's "Parking Procedure for Changes to Local Parking Regulations Initiated by Residents" in order for lower driveway boulevard to be considered, a minimum of 66% of lower driveways must provide a minimum area of 1.8 metres (6ft) by 4.0 metres (13ft) in size to park a vehicle so that it does not overhang the sidewalk, grassed boulevard or the road. Based on the technical review of Nipiwini Drive only 41% of the houses meet the minimum requirements. Therefore, the Transportation and Works Department did not support the implementation of lower driveway boulevard

parking on Nipiwini Drive. However, the Ward Councillor requested that staff proceed with the process of sending out the formal questionnaire to the residents of Nipiwini Drive.

COMMENTS:

To determine the level of support for lower driveway boulevard parking between the curb and sidewalk, a parking questionnaire was distributed to the residents of Nipiwini Drive as requested by the Ward Councillor.

Forty-one (41) questionnaires were delivered and 19 (46%) were returned; 18 (95%) supported the implementation of lower driveway boulevard parking and 1 (5%) was opposed.

Greater than 66% of the total respondents support lower driveway boulevard parking, and the Ward Councillor supports the proposal for lower driveway boulevard parking. The Transportation and Works Department does not recommend implementing lower driveway boulevard parking on Nipiwini Drive as only 41% of the houses meet the minimum dimension requirements of 1.8 metres (6ft) by 4.0 metres (13ft) in size to park a vehicle so that it does not overhang the sidewalk, grassed boulevard, or the road. In addition to the above, some of the semi-detached houses with shared driveways do not meet the minimum dimensions requirements to accommodate two vehicles to be parked on the lower driveway boulevard simultaneously. Allowing lower driveway boulevard parking on Nipiwini Drive might initiate conflicts between residents due to the above.

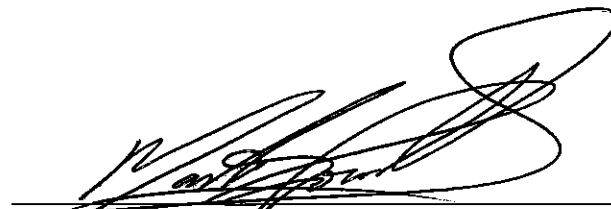
The existing three-hour on-street parking will be maintained.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2014 Current Budget.

CONCLUSION: Based on the detailed technical review, the Transportation and Works Department does not support lower driveway boulevard parking between the curb and sidewalk, at anytime, on the south, west, north and east sides (outer and inner circle) of Nipiwini Drive.

ATTACHMENTS:

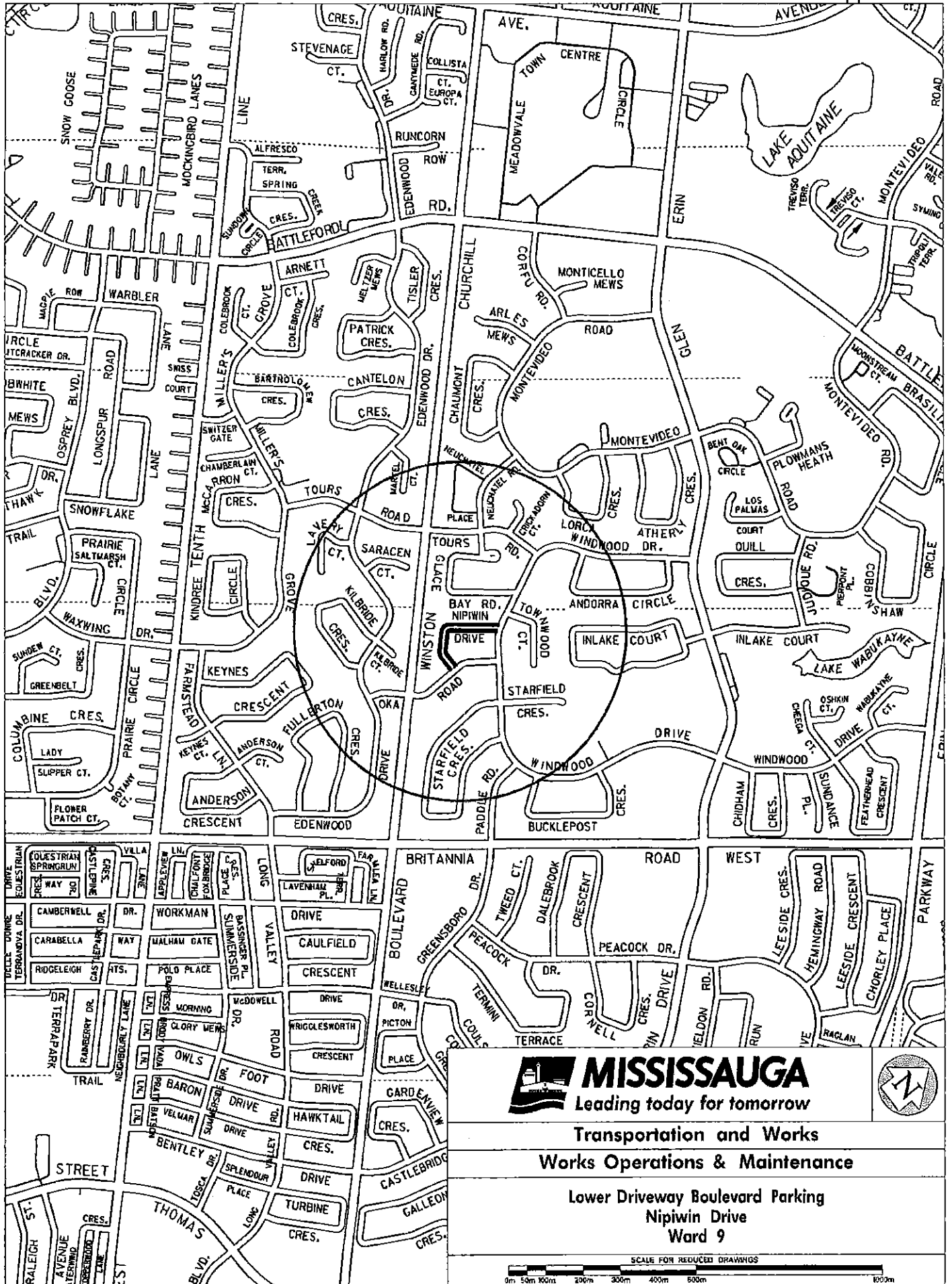
Appendix 1: Location Map: Lower Driveway Boulevard Parking
Nipiwini Drive (Ward 9)



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

Prepared By: Magda Kolat, Traffic Operations Technician

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RT 10.Z-55

Transportation Committee

MAY 28 2014

12

DATE: May 8, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **Lower Driveway Boulevard Parking
Corrine Crescent (Ward 9)**

RECOMMENDATION: That a by-law be enacted to amend The Traffic By-law 555-00, as amended, to implement lower driveway boulevard parking between the curb and sidewalk, at anytime, on the south, west, north and east side (outer and inner circle) of Corrine Crescent.

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

COMMENTS: To determine the level of support for lower driveway boulevard parking between the curb and sidewalk, a parking questionnaire was distributed to the residents of Corrine Crescent.

Eighty-eight (88) questionnaires were delivered and 44 (50%) were returned; 41 (93%) supported the implementation of lower driveway boulevard parking and 3 (7%) were opposed.

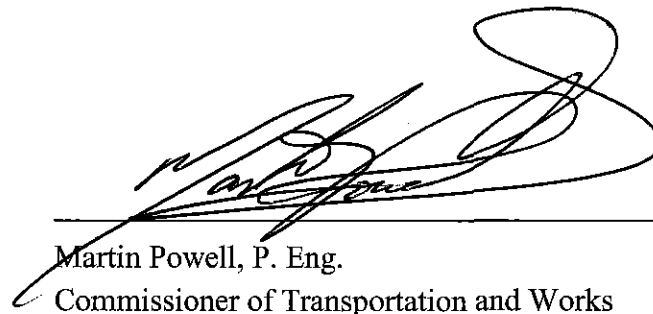
Since greater than 66% of the total respondents support lower driveway boulevard parking, the Transportation and Works Department recommends implementing lower driveway boulevard parking between the curb and sidewalk, at anytime, on the south, west, north and east side (outer and inner circle) of Corrine Crescent.

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

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2014 Current Budget.

CONCLUSION: Based on the results of the questionnaire, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at anytime, on the south, west, north and east side (outer and inner circle) of Corrine Crescent.

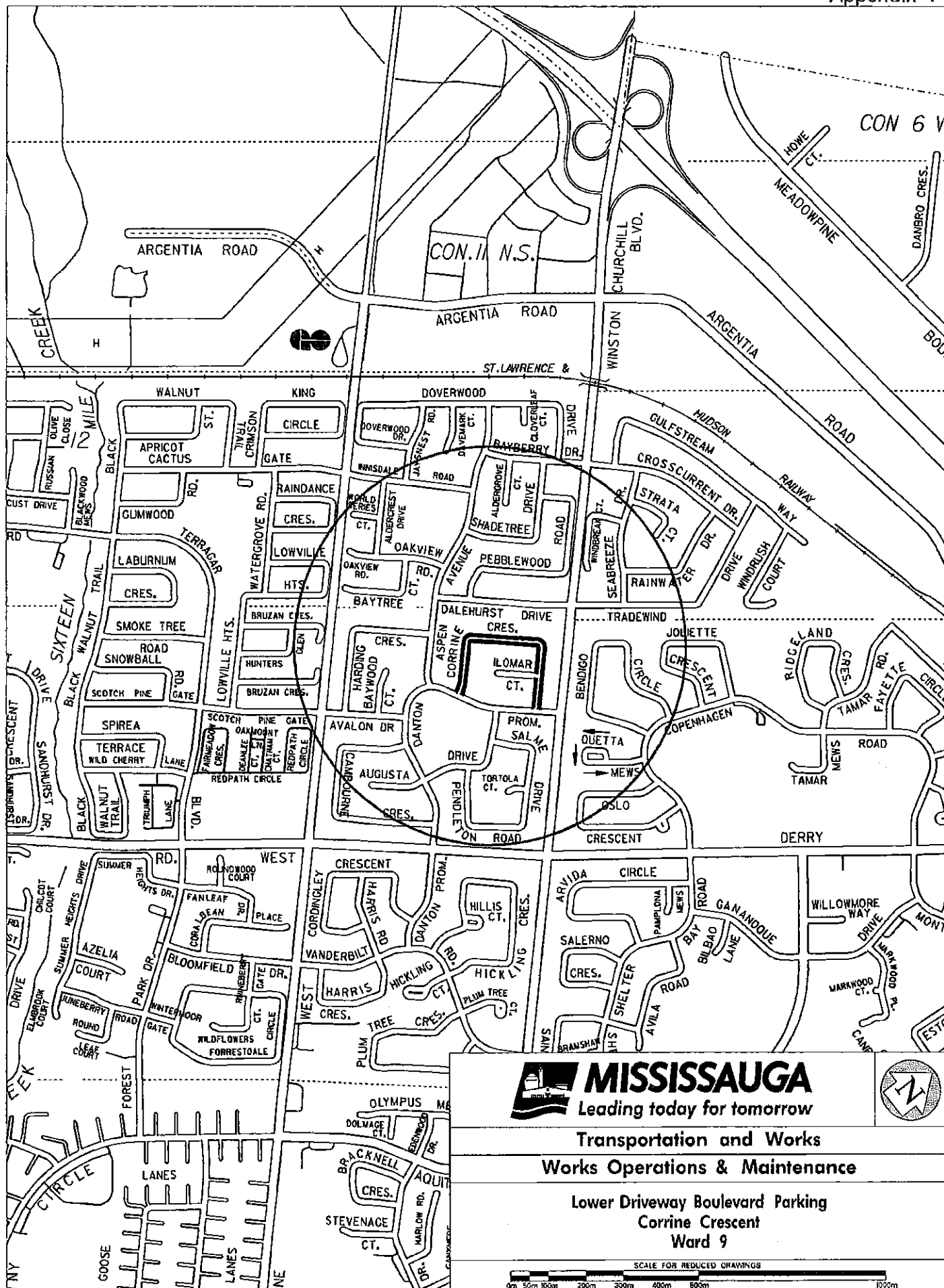
ATTACHMENTS: Appendix 1: Location Map: Lower Driveway Boulevard Parking Corrine Crescent (Ward 9)



Martin Powell, P. Eng.

Commissioner of Transportation and Works

Prepared By: Magda Kolat, Traffic Operations Technician



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**Transportation and Works
Works Operations & Maintenance**

**Lower Driveway Boulevard Parking
Corrine Crescent
Ward 9**





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Transportation Committee

MAY 28 2014

DATE: May 13, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **Temporary Road Closure of Orbitor Drive between Eglinton Avenue East and Skymark Avenue for Construction of an overpass bridge for the Mississauga Transitway Project Procurement FA.49.315-12 (Ward 3 & 5)**

RECOMMENDATION: That Dufferin Construction Company be granted permission to temporarily close Orbitor Drive between Eglinton Avenue East and Skymark Avenue for duration noted below to undertake construction of an overpass bridge as part of the Mississauga Transitway project as follows:

Starting at 6:00 a.m. on Monday, June 16, 2014
Ending at 6:00 a.m. on Monday, December 15, 2014.

BACKGROUND: The Corporation of the City of Mississauga has retained Dufferin Construction Company (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 Orbitor Drive. In order to allow Dufferin to safely complete the work, the Contract allows for up to six-months temporary closure of Orbitor Drive while maintaining access via adjacent side streets.

It should be noted that construction will be taking place concurrently along the transitway parallel to Eglinton Avenue East from Eastgate Parkway to Commerce Boulevard. All side streets will be grade separated. There is a provision in the contract that limits local road closures so that adjacent local roads cannot be closed at the same time.

Spectrum Way is currently closed till November 10, 2014 for the same purpose of an overpass bridge construction.

COMMENTS:

Dufferin has requested permission to close Orbitor Drive between Eglinton Avenue East and Skymark Avenue while maintaining access to local traffic only from/to Skymark Avenue from 6:00 a.m. on Monday, June 16, 2014 and ending at 6:00 a.m. on Monday, December 15, 2014 to undertake an overpass bridge work. Traffic can be efficiently detoured via adjacent roads (i.e. Satellite Drive, Skymark Avenue, and Explorer Drive). Impact to motorists is deemed to be minor. Advanced warning signage, notices and website notification will be implemented as part of the communication plan. All traffic including pedestrian will be required to use an alternate route. A number of MiWay bus routes will be detoured to best accommodate the closure. All emergency services, 311 Customer Service Centre and adjacent local businesses will be notified.

The area Ward Councillors have also been made aware of the temporary road closure.

FINANCIAL IMPACT: There is no financial impact.

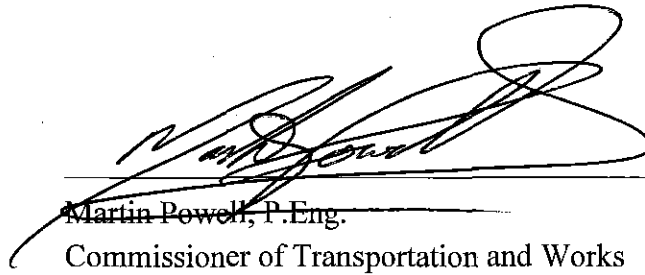
CONCLUSION:

The Transportation and Works Department supports the temporary closure of Orbitor Drive between Eglinton Avenue East and Skymark Avenue for duration as follows:

Starting at 6:00 a.m. on Monday, June 16, 2014

Ending at 6:00 a.m. on Monday, December 15, 2014.

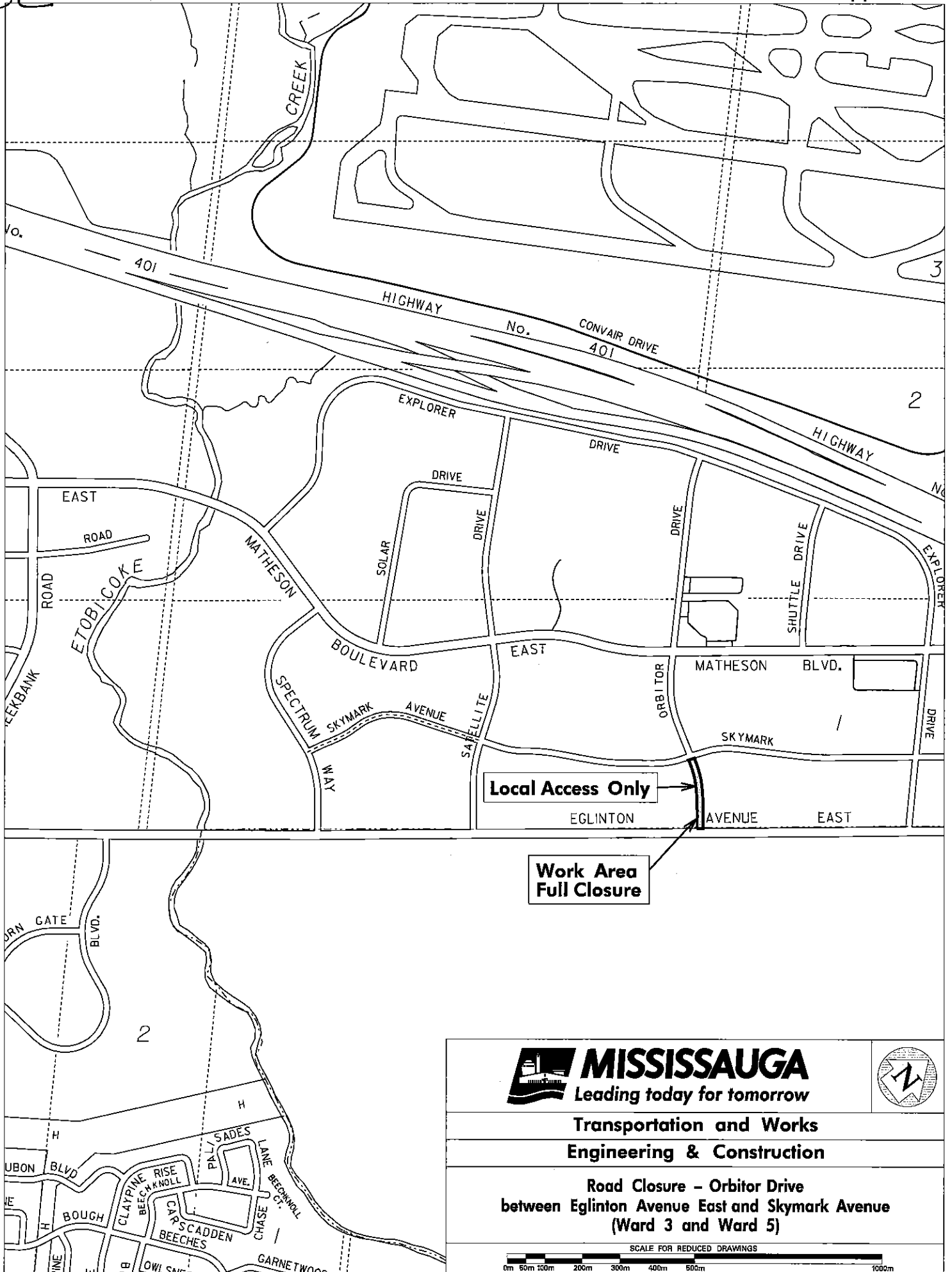
ATTACHMENTS: Appendix 1: Location Map
 Appendix 2: Detour Plan



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

*Prepared By: Jerry Che, P.Eng.
Capital Project Manager, Transitway Construction*

13c



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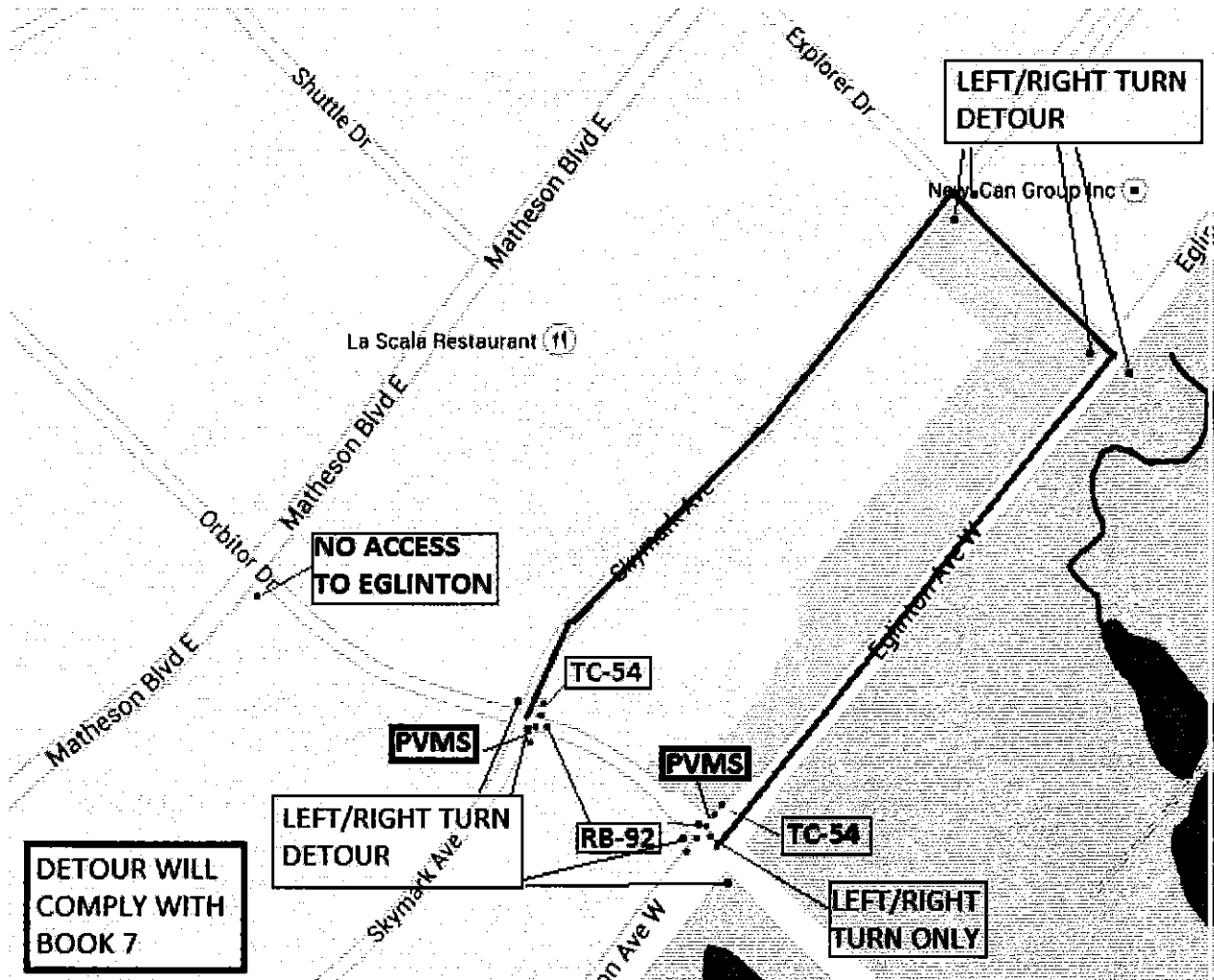


**Transportation and Works
Engineering & Construction**

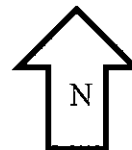
**Road Closure - Orbitor Drive
between Eglinton Avenue East and Skymark Avenue
(Ward 3 and Ward 5)**

SCALE FOR REDUCED DRAWINGS





APPENDIX 2



T & W – Transitway Construction

Detour Plan

Orbitor Drive between Eglinton Avenue E. and Skymark Avenue



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Transportation Committee

MAY 28 2014

DATE: May 13, 2014

TO: Chair and Members of Transportation Committee
Meeting Date: May 28, 2014

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

SUBJECT: **Proposed Exemption to Noise Control By-law No. 360-79,
Mississauga Transitway Construction Segment 3,
Etobicoke Creek to Commerce Boulevard (Wards 3 & 5)
Procurement FA.49.383-13**

RECOMMENDATION: That Dufferin Construction Company be granted an exemption from Noise Control By-law No. 360-79, as amended, to allow for construction work activities outside of those hours as permitted in the By-law, for the construction of the Mississauga Transitway Segment 3 from Etobicoke Creek to Commerce Boulevard, ending December 31, 2016.

BACKGROUND: The Corporation of the City of Mississauga has retained Dufferin Construction Company to construct the third segment of the Mississauga Transitway from Etobicoke Creek to Commerce Boulevard.

There will be times in which various construction activities will be required to be undertaken outside of those hours permitted in the Noise Control By-law in order to minimize disruptions to traffic, such as detour setups, implementing traffic management systems, etc., and various activities to run beyond the permitted hours, including concreting of structures, stripping of false work, paving and line painting of existing roadways.

COMMENTS:

Dufferin Construction Company has requested an exemption from Noise Control By-law No. 360-79 to allow for overnight and weekend construction works ending December 31, 2016.

In order to minimize any impacts that construction works may have to the City of Mississauga's residents, businesses and the travelling public, Dufferin Construction Company proposes to occasionally carry out construction works outside of the permitted hours. Overnight construction work, only as necessary will involve traffic staging and control, concrete and asphalt placement, equipment and material deliveries, excavation, pavement resurfacing and related traffic lane closures.

The overnight work will significantly reduce the duration of the project and it will substantially alleviate traffic disruptions during the daytime hours. Dufferin Construction Company is cognizant of the intent of the Noise by-law and will make every effort to minimize activities beyond permitted timelines. Dufferin Construction Company shall notify the City of Mississauga in advance of any breach of the Noise By-law.

The local Ward Councillors have been advised of this proposed exemption.

STRATEGIC PLAN:

The construction of the Mississauga Transitway is consistent with the following Strategic Pillar for change, goals and actions put forth in the City's Strategic Plan:

MOVE: Developing a Transit Oriented City:

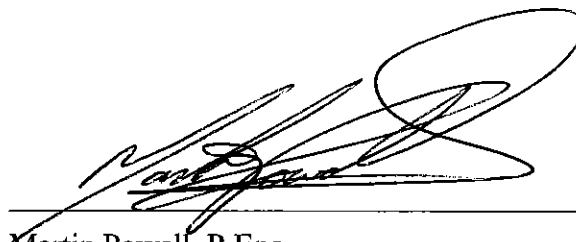
- Connect our City
 - Action 5: Provide alternatives to the automobile along major corridors.
 - Action 7: Create mobility hubs
 - Action 8: Improve transit between Mississauga, Union Station and Pearson International Airport
- Increase Transportation Capacity
 - Action 14: Implement transit priority measures

- Direct Growth
 - Action 18: Require development standards for mixed use development to support transit
 - Action 19: Accelerate the creation of a higher-order transit infrastructure

FINANCIAL IMPACT: There is no financial impact.

CONCLUSION: The Transportation and Works Department supports the Noise By-law exemption to allow for construction work activities only as necessary for the Mississauga Transitway construction of Segment 3 from Etobicoke Creek to Commerce Boulevard, ending December 31, 2016.

ATTACHMENTS: Appendix 1: Location Map

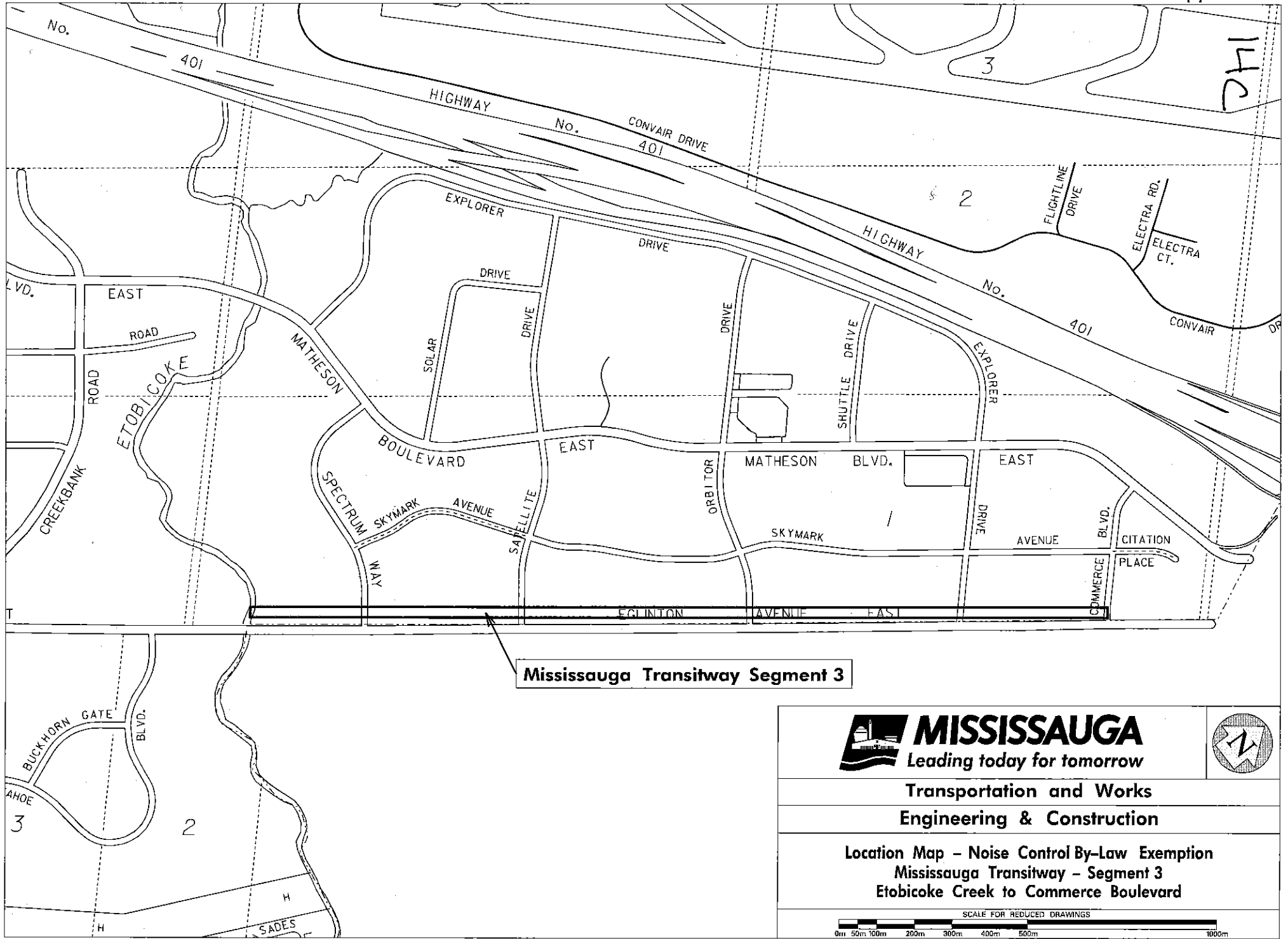


Martin Powell, P.Eng.

Commissioner of Transportation and Works

Prepared By: Jerry Che, P.Eng.

Capital Project Manager, Transitway Construction



**Transportation and Works
Engineering & Construction**

**Location Map - Noise Control By-Law Exemption
Mississauga Transitway - Segment 3
Etobicoke Creek to Commerce Boulevard**



**MISSISSAUGA CYCLING
ADVISORY COMMITTEE**

May 13, 2014

REPORT 4 - 2014

TO: CHAIR AND MEMBERS OF TRANSPORTATION COMMITTEE

The Mississauga Cycling Advisory Committee presents its fourth report for 2014 and recommends:

MCAC-0019-2014

That the email dated May 5, 2014 from Andy Harvey, Director, Engineering and Construction regarding the Tour de Mississauga - Mississauga Transitway be received.

(MCAC-0019-2014)

MCAC-0020-2014

That up to \$15,000 be allocated in the 2014 Mississauga Cycling Advisory Committee operating budget, inclusive of sponsorship funds for the 2014 Tour de Mississauga event for the purpose of purchasing and re-selling cycling jerseys for the event.

(MCAC-0020-2014)

MCAC-0021-2014

That Frank Toth be the recipient of the 2013 Phil Green Recognition Award.

(MCAC-0021-2014)

MCAC-0022-2014

That the 2014 Mississauga Cycling Advisory Committee Calendar of Events be received as amended.

(MCAC-0022-2014)

MCAC-0023-2014

That the Mississauga Cycling Advisory Committee action list be received as amended.

(MCAC-0023-2014)

MCAC-0024-2014

That the following information items be received for information:

- a) Mississauga Cycling Advisory Committee to review the Notice of Submission of Environmental Assessment regarding the Credit Valley Conservation and Region of Peel – Lakeview Waterfront Connection Project.
- b) Mississauga Cycling Advisory Committee to review the email dated April 29, 2014 regarding the Cycling Committees of Western Lake Ontario Joint Meeting – May 31, 2014.

**MISSISSAUGA CYCLING
ADVISORY COMMITTEE****May 13, 2014**

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- c) Mississauga Cycling Advisory Committee to review the email dated April 25, 2014 regarding the Share the Road Newsletter: Ontario Bike Summit Recap.
 - d) Resignation email dated May 7, 2014 from Darrin Wolter, of Mississauga Cycling Advisory Committee (MCAC) Citizen Member advising his resignation from MCAC. (MCAC-0024-2014)