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## General Committee

### Date

2016/10/05

### Time

9:00 AM

### Location

Civic Centre, Council Chamber,  
300 City Centre Drive,  
Mississauga, Ontario, L5B 3C1

### Members

Mayor Bonnie Crombie	
Councillor Jim Tovey	Ward 1
Councillor Karen Ras	Ward 2 (Chair)
Councillor Chris Fonseca	Ward 3
Councillor John Kovac	Ward 4
Councillor Carolyn Parrish	Ward 5
Councillor Ron Starr	Ward 6
Councillor Nando Iannicca	Ward 7
Councillor Matt Mahoney	Ward 8
Councillor Pat Saito	Ward 9
Councillor Sue McFadden	Ward 10
Councillor George Carlson	Ward 11

### Contact

Sacha Smith, Legislative Coordinator, Legislative Services  
905-615-3200 ext. 4516  
Email [sacha.smith@mississauga.ca](mailto:sacha.smith@mississauga.ca)

### Find it Online

<http://www.mississauga.ca/portal/cityhall/generalcommittee>

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**INDEX- GENERAL COMMITTEE – OCTOBER 5, 2016**

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **DECLARATION OF CONFLICT OF INTEREST**
4. **PRESENTATIONS- Nil**
5. **DEPUTATIONS**
  - 5.1. Daniel Wallace, Tow Operator with respect to the Tow Truck Licensing By-law 0521-2004 prohibiting window tint on tow trucks.
  - 5.2. Geoff Marinoff, Director, Transit and Monica Socol, Acting Manager, Business Systems with respect to MiWay Real Time Launch - An Overview
6. **PUBLIC QUESTION PERIOD - 15 Minute Limit**

(Persons who wish to address the General Committee about a matter on the Agenda. Persons addressing the General Committee with a question should limit preamble to a maximum of two (2) statements sufficient to establish the context for the question. Leave must be granted by the Committee to deal with any matter not on the Agenda.)
7. **MATTERS TO BE CONSIDERED**
  - 7.1. Discount Transit Ticket Program Pilot- Mississauga Food Banks
  - 7.2. MiWay - Affordable Transportation Pilot Program - Phase Two Extension
  - 7.3. Lower Driveway Boulevard Parking - Abruz Boulevard (Ward 7)
  - 7.4. Proposed Street Name to be added to the City of Mississauga Approved Street Name Reserve List (Ward 3).
  - 7.5. Temporary Road Closures: Freeport Drive between Anniversary Road and its southerly limit, Anniversary Road in its entirety (Ward 6).

INDEX- GENERAL COMMITTEE – OCTOBER 5, 2016  
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- 7.6. Temporary Road Closure – Paisley Boulevard at Cooksville Creek (between Adena Court/Frayne Court and the roadway roundabout) (Ward 7).
- 7.7. Implementation and Approval of a New Temporary Road Closure By-law and to Repeal By-law 24-79, as amended (All Wards).
- 7.8. Single Source Recommendation for DesTech Consulting Services for TXM and MAX Applications - Contract amendment and extension
- 7.9. Single Source Recommendation for Oracle Corporation Canada Inc. Contract amendment and extension. File Ref: Procurement FA.49.628-16
- 8. **ADVISORY COMMITTEE REPORTS**
  - 8.1. Governance Committee Report 4-2016 September 19, 2016
  - 8.2. Towing Industry Advisory Committee Report 4-2016 September 20, 2016
  - 8.3. Museums of Mississauga Advisory Committee Report 2-2016 September 20, 2016
  - 8.4. Council Subcommittee of Towing Report 1 - September 26, 2016
  - 8.5. Traffic Safety Council Report 5-2016 September 28, 2016
- 9. **MATTERS PERTAINING TO REGION OF PEEL COUNCIL**
- 10. **COUNCILLORS' ENQUIRIES**
- 11. **OTHER BUSINESS/ANNOUNCEMENTS**
- 12. **CLOSED SESSION** - Nil
- 13. **ADJOURNMENT**

# City of Mississauga

## Corporate Report



Date: 2016/09/22

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng, MBA, Commissioner of Transportation and Works

Originator's files:

Meeting date:  
2017/10/05

## Subject

**Discount Transit Ticket Program Pilot- Mississauga Food Banks**

## Recommendation

1. That the report entitled Discount Ticket Pilot Program – Mississauga Food Banks to General Committee dated September 22, 2015 from the Commissioner of Transportation and Works be approved.
2. That the food banks listed on the Peel Region website involved in direct delivery of food to clients be permitted to purchase MiWay bus tickets at a 50% discount from Council approved fares during the term of the pilot program – November 1, 2016 to December 31, 2017.
3. That \$50,000 from the low income transit pilot program be allocated to the food bank pilot in 2017 and that matching funds be transferred to the MiWay revenue budget to offset any revenue shortfall.
4. That Transit By-law 240-15 – Fees and Charges MiWay Fares be amended as required.

## Background

Mississauga has 18 designated food bank locations as well as the Mississauga Food Bank which is a distribution centre for food for many food banks in Mississauga. See Appendix 1 for listing. This listing is also available on the Region of Peel website under Peel Public Health section.

Food banks, in addition to a range of food related programs for adults and children, may also offer other forms of support such as skills training, community kitchens, and helping people search for jobs, housing or affordable child care.

The food banks vary from church locations, Salvation Army offices, and dedicated food bank sites. Hours of operation, areas served and services offered differ by location. Many locations



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restrict the support to the postal code locations in the immediate community while others serve the entire City.

At the meeting dated February 3, 2016, General Committee issued the following recommendation 0082-2016: That the matter regarding transit tickets for food banks was referred to staff for review and that staff be directed to arrange a meeting with food banks regarding the discontinuation of paper tickets.

In February 2016, MiWay hosted a meeting with food banks including Councillor Saito and Councillor Tovey to discuss their transportation needs for their clients. Food banks in attendance indicated an interest in support for transit tickets and funding. MiWay staff also advised that when paper tickets are eliminated a special purpose ticket could be introduced should the Presto limited use media not be available. This has worked well in other cities and satisfies the requirement for social service agencies and school boards which have a need for single fares.

To better understand the transportation needs of the individual food banks, MiWay issued an online survey to all food banks in Mississauga in March 2016. See Attachment 2 for the survey questionnaire. Only six food banks responded to the survey after several follow up attempts. Results showed that 3 of the 6 respondents would purchase MiWay tickets at a 50% discount if available and 5 of 6 responded they would acquire tickets if they were provided for free. See Appendix 3 for the survey results.

## Comments

Based on the survey responses, MiWay recommends a pilot program where designated food banks in Mississauga (does not include the Mississauga food distribution centre) could purchase transit tickets at a 50% discount from the ticket price. This pilot would operate from November 1, 2016 to December 31, 2017 at which time the results would be reported to Council for further direction.

Funds remain in the low income transit pilot program to support the food bank pilot sales in 2016 and that \$50,000 is to be allocated from this source for 2017. MiWay will process monthly or quarterly orders for tickets from food banks and will take steps to ensure equitable access to Council approved resources. MiWay staff will communicate the details of the pilot program to all food banks and monitor sales on an ongoing basis.

## Strategic Plan

The growth and investment in transit contributes to the strategic goals of:

- Ensuring Youth, Older Adults and New Immigrants Thrive
- Ensuring Affordability and Accessibility

## Financial Impact

The pilot program is capped at \$50,000 for 2017 which staff believes is sufficient for evaluation purposes. It is proposed that this amount be allocated from the low income transit program and that these funds be transferred to the MiWay revenue budget by matching sales to the food banks thereby ensuring the revenue budget remains intact. Sufficient funds in the low income programs are available to support the pilot in 2016. It is difficult to estimate the participation rate at this time due to the low food bank survey response rate.

## Conclusion

To better understand the transit needs for food bank clients, MiWay will implement a pilot program for registered food banks as outlined on the Region of Peel website. The pilot program will begin November 1, 2016 and be available until December 31, 2017. The program will be communicated and monitored by MiWay and a report will be brought to General Committee for further direction upon completion of the pilot program.

## Attachments

Appendix 1: Food Bank Locations

Appendix 2: Food Bank Survey

Appendix 3: Food Bank Survey Results



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Geoff Wright, P. Eng, MBA, Commissioner of Transportation and Works

Prepared by: Mary-Lou Johnston, Manager- Business Development

## Mississauga

1	<b>Compass Market Food Bank</b> 310 Lakeshore Rd. W. Mississauga, ON L5H 1G8 905-274-9309  <a href="http://thecompass.ca">http://thecompass.ca</a>	<b>Food Bank Details:</b> Monday: 3 – 8 p.m. Wednesday: 2 – 5 p.m. Friday: Noon – 5 p.m.  Postal codes served: L5G, L5H, L5J, L5E
2	<b>The Deacon's Cupboard, St. Peter's Church Erindale</b> 1745 Dundas St. W. Mississauga, L5K 2E1 905-828-1588, ext. 64  <a href="http://www.stpeterserindale.org">www.stpeterserindale.org</a>	<b>Emergency Food Service Details:</b> Wednesday: 9 a.m. – 1 p.m. Last Monday of each month 5:30 – 7:30 p.m.  Postal codes served: L5B, L5C, L5H, L5J, L5K, L5L
3	<b>Eden Food for Change</b> 3185 Unity Dr., Unit 2 Mississauga, ON L5L 4L5 905-785-3651  3051 Battleford Rd. Mississauga, ON L5N 5Z9 905-785-3651  <a href="mailto:info@edenffc.org">info@edenffc.org</a> <a href="http://www.edenffc.org">www.edenffc.org</a>	<b>Unity location:</b> Tuesday: Noon – 2:30 p.m. & 5 – 7 p.m. Thursday: 10 a.m. – noon <b>Battleford location:</b> Monday: 10 a.m. – noon & 1 – 3 p.m. Thursday: 6 – 8:30 p.m.  <b>Area Served for both locations:</b> Western Mississauga  *Additional programs offered at both locations: Learning Kitchen, Fresh Produce
4	<b>Grace Mt. Zion Apostolic Church</b> 5865 Coopers Ave. Mississauga, ON L4Z 1R9 905-501-8958  <a href="http://www.graceconnected.org">www.graceconnected.org</a> <a href="mailto:info@graceconnected.org">info@graceconnected.org</a>	<b>Food Bank Details:</b> Friday: 6 – 8 p.m. Last Saturday of each month 11a.m. – 1 p.m.  *Additional programs offered

5	<b>ICNA Relief Food Bank</b> 6120 Montevideo Rd., Unit 4 Mississauga, ON L5N 3W5 905-997-8777 ext. 245  <a href="http://www.icnareliefcanada.ca">www.icnareliefcanada.ca</a> <a href="mailto:mississaugaafb@icnareliefcanada.ca">mississaugaafb@icnareliefcanada.ca</a>	<b>Food Bank Details:</b> Monday – Friday: 10 a.m. – 4 p.m.  Non-denominational, all are welcome Halal meats available  *Additional programs offered
6	<b>Mississauga Seventh Day Adventist Church</b> 2250 Credit Valley Rd. Mississauga, ON L5M 4L9 905-608-0013  <a href="http://www.mississaugasda.com">www.mississaugasda.com</a> <a href="mailto:info@mississaugasda.com">info@mississaugasda.com</a>	<b>Food Bank Details:</b> Wednesday: Noon – 2 p.m.
7	<b>Mt. Zion Apostolic Church</b> 6810 Professional Crt. Malton, ON L4V 1X6 905-908-1205 <a href="http://www.mzaccanada.com">www.mzaccanada.com</a>	<b>Food Bank Details:</b> Friday: 2 – 6 p.m.  Non-denominational, all are welcome
8	<b>Muslim Welfare Centre</b> 3490 Mavis Rd. Mississauga, ON L5L 1T8 905-281-9730  <a href="mailto:missi@muslimwelfarecentre.com">missi@muslimwelfarecentre.com</a> <a href="http://www.muslimwelfarecentre.com">www.muslimwelfarecentre.com</a>	<b>Registration for Food Bank:</b> Sunday – Thursday 2 – 4 p.m.  <b>Food Bank Hours:</b> Sunday – Saturday 9 a.m. – 5:30 p.m. Non-denominational, all are welcome
9	<b>Malton Food Bank</b> 7060 Airport Rd. Mississauga, ON L4T 2G8 905-696-9963  <a href="http://www.maltonfoodbank.ca">www.maltonfoodbank.ca</a>	<b>Food Bank Details:</b> Clients served by appointment only  Weekend delivery available upon request <b>Postal codes served:</b> All postal codes served
10	<b>Open Door Square One Shopping Centre</b> 100 City Centre Dr. Mississauga, ON L5B 2C9	<b>Food Bank Details:</b> Monday – Thursday and Saturday 10 a.m. – 4:30 p.m.

	<p>905-276-9136</p> <p><a href="mailto:theopendoor@hotmail.com">theopendoor@hotmail.com</a>  <a href="http://opendoorsquareone.org">http://opendoorsquareone.org</a></p> <p>(near Goodlife Fitness exit by seniors centre)</p>	<p>Friday Noon – 4:30 p.m.</p> <p>Non-denominational, all are welcome</p> <p>*Additional programs offered</p>
1 1	<p><b>Saint Vincent de Paul St. John of the Cross Conference</b>          6890 Glen Erin Dr.          Mississauga, ON L5N 2E1          905-821-1331, ext. 305</p> <p><a href="http://www.ssvp.on.ca">www.ssvp.on.ca</a>  <a href="mailto:assistance@ssvp.on.ca">assistance@ssvp.on.ca</a></p>	<p><b>Emergency Food Service Details:</b>          Home Visits Only          Calls are picked up daily          Please leave message          *Additional programs offered</p>
1 2	<p><b>Saint Vincent de Paul Our Lady of The Airways</b>          7411 Darcel Ave.          Mississauga, ON L4T 2X5          905-671-8382</p> <p><a href="http://www.ssvp.on.ca">www.ssvp.on.ca</a>  <a href="mailto:assistance@ssvp.on.ca">assistance@ssvp.on.ca</a></p>	<p><b>Emergency Food Service Details:</b>          Home Visits Only          Calls are picked up daily          Please leave message          *Additional programs offered</p>
1 3	<p><b>The Salvation Army Cornerstone Community Church</b>          3020 Vanderbilt Rd.          Mississauga, ON L5N 4W8          905-824-0450 x23</p> <p><a href="mailto:jeff_arkell@can.salvationarym.org">jeff_arkell@can.salvationarym.org</a>  <a href="http://www.cornerstonesa.ca">www.cornerstonesa.ca</a></p>	<p><b>Food Bank Details:</b>          Tuesday &amp; Thursday 9 a.m. – noon          &amp; 1 p.m. – 3 p.m.          Friday: 6 p.m. – 8 p.m.</p> <p><b>Postal codes served:</b> L5N, L5M, L5V, L5W</p>
1 4	<p><b>The Salvation Army Erin Mills</b>          2460 The Collegeway          Mississauga, ON L5L 1V3          905-607-2151</p> <p><a href="mailto:info@salvationarmyerinmills.ca">info@salvationarmyerinmills.ca</a>  <a href="http://www.salvationarmyerinmills.ca">http://www.salvationarmyerinmills.ca</a></p>	<p><b>Food Bank Details:</b>          Monday: 9:30 a.m. – noon &amp; 1:30 – 3:30 p.m.          Wednesday and Friday 9:30 a.m. – noon</p> <p><b>Postal codes served:</b> L5L, L5C, L5K, L5H, L5J</p> <p>* Additional programs offered</p>

1 5	<b>Salvation Army Community and Family Services</b> 3167 Cawthra Rd. Mississauga, ON L5A 2X4 905-279-3941  <a href="mailto:a.pugh@safamilyservices.com">a.pugh@safamilyservices.com</a> <a href="http://www.salvationarmyfamilyservices.com">http://www.salvationarmyfamilyservices.com</a>  (Office building is located behind the church)	<b>Organization Details:</b>  Monday and Tuesday: 9 a.m. – noon Wednesday: 1 – 3:30 p.m. Thursday: 9 a.m. – noon Friday: 1 – 6:30 p.m. 1 – 3:30 p.m. 9 a.m. – noon  <b>Postal codes served:</b> L4V, L4W, L4X, L4Y, L4Z, L5A, L5B, L5E, L5G, L5P, L5R, L5T  <i>*Additional programs offered</i>
1 6	<b>St. Mary's Food Bank</b> 5715 Coopers Ave., Unit 4 Mississauga, ON L4Z 2C7 905-890-0900  1699 Dundas St. E. Mississauga, ON L4X 1L5 905-238-9008  <a href="http://www.stmarys-foodbank.com">http://www.stmarys-foodbank.com</a>	<b>Food Bank Details:</b>  <b>Coopers location</b> Tuesday: Noon – 2 p.m. Wednesday and Thursday 7 – 9 p.m.  Postal codes served: L4Z, L5W, L4W, L5R, L5V, L5C  <b>Dundas location</b> Monday and Tuesday 6 – 8 p.m. Wednesday: 11:30 a.m. – 2 p.m.  <b>Postal codes served:</b> L5E, L4X, L4Y, L5A  <i>*Additional programs offered</i>

1 7	<p><b>Seva Food Bank</b>  3413 Wolfedale Rd., Unit 10  Mississauga, ON L5C 1V8  905-361-SEVA (7382)</p> <p>2832 Slough Street  Mississauga, ON L4T 1G3  905-361-SEVA (7382)</p> <p><a href="mailto:info@sevafoodbank.com">info@sevafoodbank.com</a>  <a href="http://sevafoodbank.com">sevafoodbank.com</a></p>	<p><b>Food Bank Details:</b>  <b>Wolfedale location</b></p> <p>Wednesday and Thursday: 4 – 8 p.m.  Friday: Noon – 4 p.m.</p> <p><b>Malton (Slough Street) Location</b></p> <p>Monday: 4 – 8 p.m.  Tuesday: Noon - 4p.m.  Thursday: 4 – 8 p.m.  Friday: (By appointment only) 11 – 2 p.m.</p> <p><b>Postal codes served for both locations:</b> L5B, L5C, L4V, L5S, L4T, L5T, L5P</p> <p><i>*Additional programs offered at both locations</i></p>
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Hello,

As a follow up from our Foodbank Meeting on February 29, MiWay is interested in learning more about your transit needs for residents who attend your Foodbank location.

Please take a few moments to fill out our quick survey at the link below. This link will be available until Monday, March 28, 2016.

Thank you,

Geoff Marinoff

**Survey Questions:**

1. Please select the foodbank that you represent. (Drop down list)
2. How many households do you service per month?
3. How many individuals do you service per month?
4. Approximately how many people use public transit to access foodbank services at your location per month?
5. How many total MiWay tickets do you provide to residents who attend your foodbank on a monthly basis?
6. If an allotment of free tickets were provided to you, how many per month would you require to meet your needs?
7. If tickets were made available at a 50% discount, how many would you purchase per month?



**MiWay Foodbank Survey 2016****Respondent**

	Eden	Mt Zion	Deacons	Compass	ICNA	Muslim	Totals
	Food	Apostolic	Cupboard	Foodbank	Relief	Welfare	
	for Change	Church			Foodbank	Centre	
<b>Questions</b>							
1	400	35	146	400	100	700	<b>1781</b>
2	1000	96	520	825	350	4000	<b>6791</b>
3	350	15	10	550	100	1750	<b>2775</b>
4	10	0	0	400	0	0	<b>410</b>
5	50	20	0	500	0	0	<b>570</b>
6	350	20	10	500	200	300	<b>1380</b>

**Questions**

1. How many households does your food bank service per month?
2. How many individuals does your food bank service per month?
3. How many individual people use public transit to access your food bank per month?
4. How many total Miway tickets do you give out per month?
5. If Miway tickets were made available at 50% discount, how many tickets would your foodbank purchase per month?
6. If MiWay tickets were made available for free, how many tickets would your food bank need per month?

# City of Mississauga

## Corporate Report



Date: 2016/09/14

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng, MBA, Commissioner of Transportation and Works

Originator's files:

Meeting date:  
2016/10/05

### Subject

**MiWay - Affordable Transportation Pilot Program - Phase Two Extension**

### Recommendation

1. That the "MiWay – Affordable Transportation Pilot Program – Phase Two Extension" as outlined in the report from the Commissioner of Transportation and Works dated September 14, 2016 be approved.
2. That the pilot program end date be extended until March 31, 2017 and that applications be received until October 31, 2016.
3. That By-law 240-15 Fees and Charges MiWay Fares be amended as required.

### Background

At General Committee's May 4, 2016 meeting, MiWay's Affordable Transportation Pilot Program – Phase Two was approved. The program is being delivered in partnership with Region of Peel staff and allows eligible Mississauga residents to purchase a Presto monthly pass at a 50% discount for a period of six months.

The program was scheduled to run from June 1, 2016 until January 31, 2017. It was anticipated that it would take up to three months (June – August) to recruit 2,500 participants for the Pilot Program.

Upon conclusion of the Phase Two Pilot a final report is to be brought back to both City and Regional Council in spring 2017.

## Present Status

The Pilot Program launched in May, following Council approval, and an extensive communication campaign was carried out by both MiWay and the Region. The first program recipients registered in May and began using their Presto cards in June.

At the June 9, 2016 Regional Council meeting, the funding arrangement between the City and the Region for the Pilot Program were changed reducing the City's costs for the pilot by approximately \$600K.

The Pilot Program began as the academic year was ending so student participation was anticipated to be low. Staff agreed to accept applications until the end of September to include the back to school period so that student experience was included in the pilot evaluation. No other program attributes were adjusted.

At General Committee on September 7, direction was provided to staff to extend the Pilot Program registration until October 31, 2016 and that it supported by an extensive communication plan.

## Comments

As of August 2016, 730 Presto cards had been distributed and the receipt and processing of applications continues. The program is under subscribed so extending the application period until the end of October is easily accommodated. Staff recommends that the pilot program end date also be extended from January 31, 2017 until March 31, 2017 to allow late entrants to benefit from six months in the Pilot Program. As a result, participants will exit the program between the end of January and the end of April depending on their entry point in the Pilot Program. This change will delay Pilot Program evaluation and reporting by three months.

The following communication channels will be used to advise residents of the Pilot Program extension:

- Flyers in Mississauga library and community centre locations
- Targeted advertising in Mississauga News and Tough Times
- Shelter advertisement at City Centre Transit Terminal
- Social media – Twitter, Facebook
- Presentations and information booths at local community events by MiWay staff
- Joint Region of Peel and City of Mississauga press release
- City of Mississauga and MiWay communication channels (i.e. e-newsletters, website, bus/terminals)
- Outreach to community and settlement agencies who work with people living in low income
- Mississauga Food Banks

## Strategic Plan

The Affordable Transportation Pilot Project – Phase Two contributes to the strategic goal of Ensuring Affordability and Accessibility.

## Financial Impact

There are sufficient funds in the existing MiWay Operating Budget to support a program extension and within the 2017 budget request.

## Conclusion

The extension of the application period until October 31, 2016 will allow more participation in the Pilot Program and delaying the end date from January 31, 2017 until March 31, 2017 will allow late entrants six months of eligibility. Pilot Program evaluation and reporting will be delayed by up to three months.



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Geoff Wright, P. Eng, MBA, Commissioner of Transportation and Works

Prepared by: Geoff Marinoff, P.Eng, Director of Transit

# City of Mississauga

## Corporate Report



Date: 2016/09/21

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng., MBA  
Commissioner of Transportation and Works

Originator's files:  
MG.23.REP  
RT.10.Z-14

Meeting date:  
2016/10/05

### Subject

**Lower Driveway Boulevard Parking - Abruz Boulevard (Ward 7)**

### 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 any time on Abruz Boulevard.

### Background

The Transportation and Works Department received a completed petition from an area resident to implement lower driveway boulevard parking on Abruz Boulevard. A sidewalk is present on both sides of the roadway and lower driveway boulevard parking between the curb and sidewalk is currently prohibited. Currently, three-hour parking is permitted on Abruz Boulevard.

### 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 Abruz Boulevard.

Thirty-two (32) questionnaires were delivered and 13 (41%) were returned; 10 (77%) supported the implementation of lower driveway boulevard parking and 3 (33%) 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 any time, on Abruz Boulevard.

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 installation can be accommodated in the 2016 Current Budget.

General Committee

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Originators files: MG.23.REP

RT.10.Z-14

## Conclusion

Based on the results of the questionnaire, the Transportation and Works Department supports lower driveway boulevard parking between the curb and sidewalk, at any time on Abruz Boulevard.

## Attachments

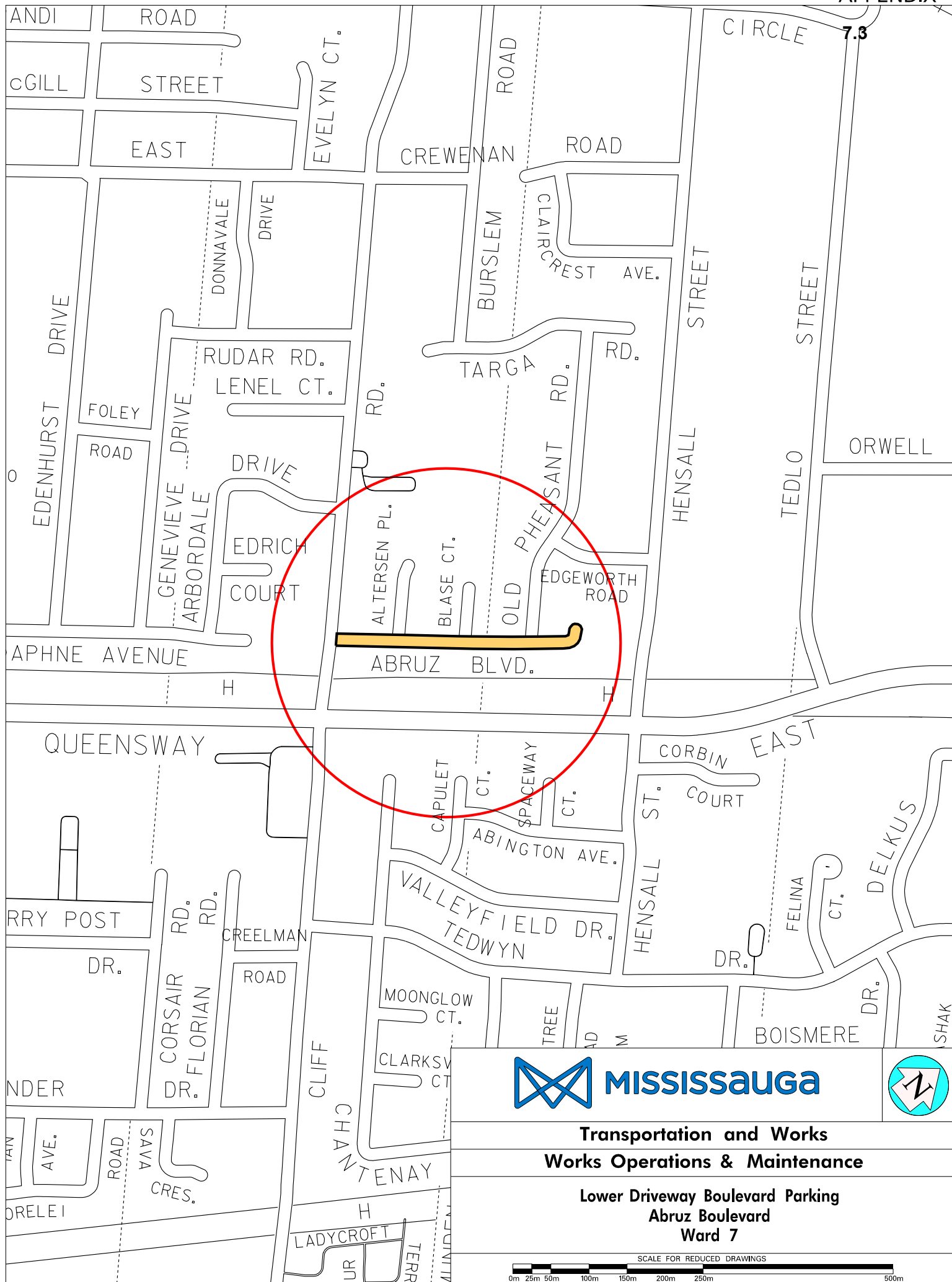
Appendix 1: Location Map: Lower Driveway Boulevard Parking - Abruz Boulevard (Ward 7)



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Geoff Wright, P. Eng., MBA, Commissioner of Transportation and Works

Prepared by: Haydn Kocznur, Traffic Operations Technician



**MISSISSAUGA**

**Transportation and Works  
Works Operations & Maintenance**

**Lower Driveway Boulevard Parking  
Abruz Boulevard  
Ward 7**



# City of Mississauga

## Corporate Report



Date: 2016/09/19

To: Chair and Members of General Committee

From: Geoff Wright, P.Eng., MBA  
Commissioner of Transportation and Works

Originator's files:  
RT.13.STR  
MG.23.REP  
OZ-13/006

Meeting date:  
2016/10/05

### Subject

**Proposed Street Name to be added to the City of Mississauga Approved Street Name Reserve List (Ward 3)**

### Recommendation

That the following be approved with respect to the naming of a private road within a new development located north of Audubon Boulevard and east of Fieldgate Drive:

- a) The name **Centra** be assigned;
- b) The standard City of Mississauga private street name sign indicating the name of the street be erected at the appropriate locations; and
- c) The cost of the signs be borne by Beverly Homes Inc., the registered owner, and erected by the City of Mississauga.

### Background

Beverly Homes Inc. is currently constructing 20 semi-detached dwellings on a common element private roadway located north of Audubon Boulevard and east of Fieldgate Drive (Appendix 1). The newly constructed road connects the development to a full move access at Audubon Boulevard. Beverly Homes Inc. has submitted the name **Centra** to the Region of Peel Street Name Committee for review and approval so that it may be assigned to the City of Mississauga Approved Street Name Reserve List and eventually used to name its private roadway.

### Comments

The Region of Peel Street Name Committee has reviewed and approved the name **Centra**.

### Financial Impact

Not Applicable



General Committee

2016/09/19

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Originators files: MG.23.REP, OZ-13/006

## Conclusion

The Region of Peel Street Name Committee has no objection to the name **Centra** being added to the City of Mississauga Approved Street Name Reserve List.

## Attachments

Appendix 1: Subject Site Map



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Geoff Wright, P. Eng, MBA, Commissioner of Transportation and Works

Prepared by: Drew Haines, Development Engineering Technician

7.4

EASTGATE

TAHOE

3

Bus Rapid Transit  
(BRT) System

FIELDGATE DRIVE

Subject Site

AUDUBON

BLVD

CHALKDENE

GROVE

BOUGH

M

TRAIL

STONE

DRIVE



MISSISSAUGA



Transportation and Works  
Transportation & Infrastructure Planning

Proposed Street Name  
North of Audubon Boulevard, East of Fieldgate Drive:  
Beverly Homes Inc.

SCALE FOR REDUCED DRAWINGS

0m 13m 25m 50m 75m 100m 125m 250m

City of Mississauga  
**Corporate Report**



Date: 2016/09/21

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng., MBA, Commissioner of  
 Transportation and Works

Originator's files:  
 MG.23.REP RT.10.Z24

Meeting date:  
 2016/10/05

## Subject

**Temporary Road Closures: Freeport Drive between Anniversary Road and its Southerly Limit, and Anniversary Road in its Entirety (Ward 6)**

## Recommendation

That a By-law be enacted to allow the following temporary road closures necessary for the Region of Peel to complete the replacement of sanitary sewers and service laterals:

1. Freeport Drive between Anniversary Road and its southern limit commencing at 9:00 a.m. on Monday, October 31, 2016 and ending at 7:00 p.m. on Friday, December 23, 2016.
2. Anniversary Road commencing at 9:00 a.m. on Monday, October 31, 2016 and ending at 7:00 p.m. on Friday, December 23, 2016.

## Background

The Region of Peel intends to proceed with the replacement of the existing sanitary sewer along Freeport Drive between Anniversary Road and its southern limit, and along Anniversary Road.

## Comments

The required works involve sanitary sewer replacement along the centreline of the roadway and service replacements encompassing road crossings. The right-of-way of the above mentioned roadways is rather narrow and consists of only one traffic lane per direction. The work requires the use of various heavy vehicles and equipment that will occupy most of the right-of-way and, therefore road closures are inevitable.

It should be noted that the road closures will be confined to approximately 20 metre (66 foot) sections of the roadway at a time, progressively moving until the sanitary sewer replacement is completed.

Upon approval, the Region of Peel will notify all affected residents and will supply and install the appropriate closure and detour signage, barricades and advance road closure information signs to notify the public of the closure.

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

The area Ward Councillor has been made aware of the anticipated road closures.

## Financial Impact

Not Applicable.

## Conclusion

In recognition of the need to complete the replacement of the sanitary sewer, the Transportation and Works Department supports the following temporary road closures:

1. Freeport Drive between Anniversary Road and its southern limit commencing at 9:00 a.m. on Monday, October 31, 2016 and ending at 7:00 p.m. on Friday, December 23, 2016.
2. Anniversary Road commencing at 9:00 a.m. on Monday, October 31, 2016 and ending at 7:00 p.m. on Friday, December 23, 2016.

## Attachments

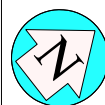
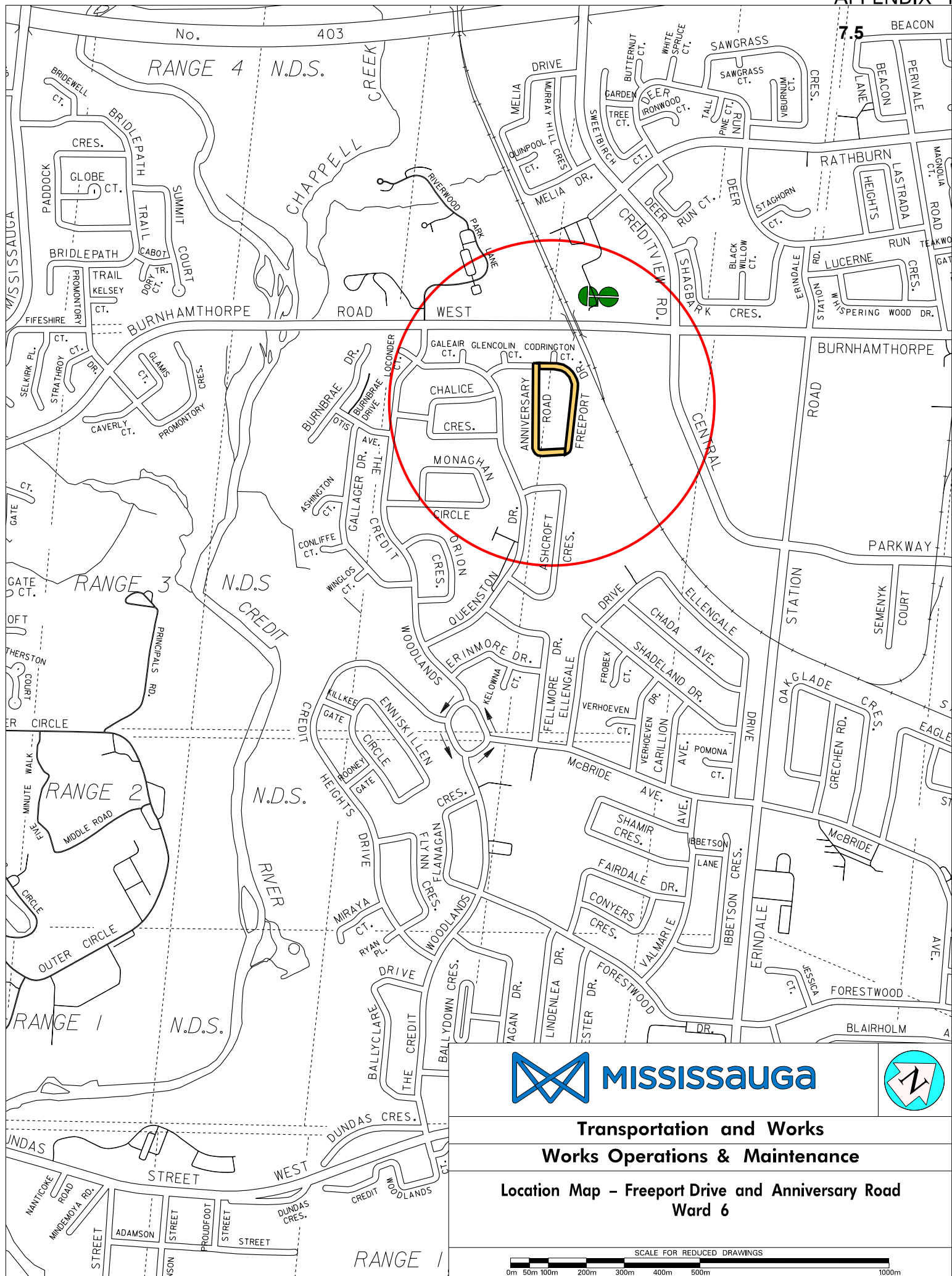
Appendix 1: Location Map - Temporary Road Closure - Freeport Drive and Anniversary Road (Ward 6)




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Geoff Wright, P. Eng., MBA, Commissioner of Transportation and Works

Prepared by: Darek Koziol, Traffic Operations Technologist



## Transportation and Works Works Operations & Maintenance

Location Map - Freeport Drive and Anniversary Road  
Ward 6



# City of Mississauga

## Corporate Report



Date: 2016/09/21

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng., MBA  
Commissioner of Transportation and Works

Originator's files:  
MG.23.REP RT.10.Z14

Meeting date:  
2016/10/05

### Subject

**Temporary Road Closure - Paisley Boulevard East at Cooksville Creek (Between Adena Court/Frayne Court and the Roadway Roundabout) - Ward 7**

### Recommendation

That a By-law be enacted to allow a temporary closure of Paisley Boulevard East at Cooksville Creek (between Adena Court/Frayne Court and the roadway roundabout) commencing at 9:00 a.m. on Monday, October 24, 2016, and ending at 7:00 p.m. on Friday, June 2, 2017.

### Background

The Transportation and Works Department is currently finalizing the tender process for the Cooksville Creek Improvements Project. The culvert on Paisley Boulevard East crossing Cooksville Creek needs to be replaced.

### Comments

A temporary road closure is required in order to facilitate the complete removal of the existing culvert, the installation of a new cast-in-place culvert structure, the reconstruction of the existing storm sewer and water main, as well as a new sidewalk and associated road works.

Due to the complex nature of this project, site condition limitations and involvement of heavy vehicles, equipment and materials, a road closure is inevitable.

Upon approval, the awarded contractor will be required to supply and install the appropriate closure and detour signage, barricades and advance road closure information signs to notify the public of the closure.

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

The area Ward Councillor has been made aware of the anticipated road closure.

## Financial Impact

Not Applicable.

## Conclusion

In recognition of the need to complete the replacement of the culvert on Paisley Boulevard at Cooksville Creek, the Transportation and Works Department supports the temporary road closure of Paisley Boulevard at Cooksville Creek (between Adena Court/Frayne Court and the roadway roundabout) commencing at 9:00 a.m. on Monday, October 24, 2016, and ending at 7:00 p.m. on Friday, June 2, 2017.

## Attachments

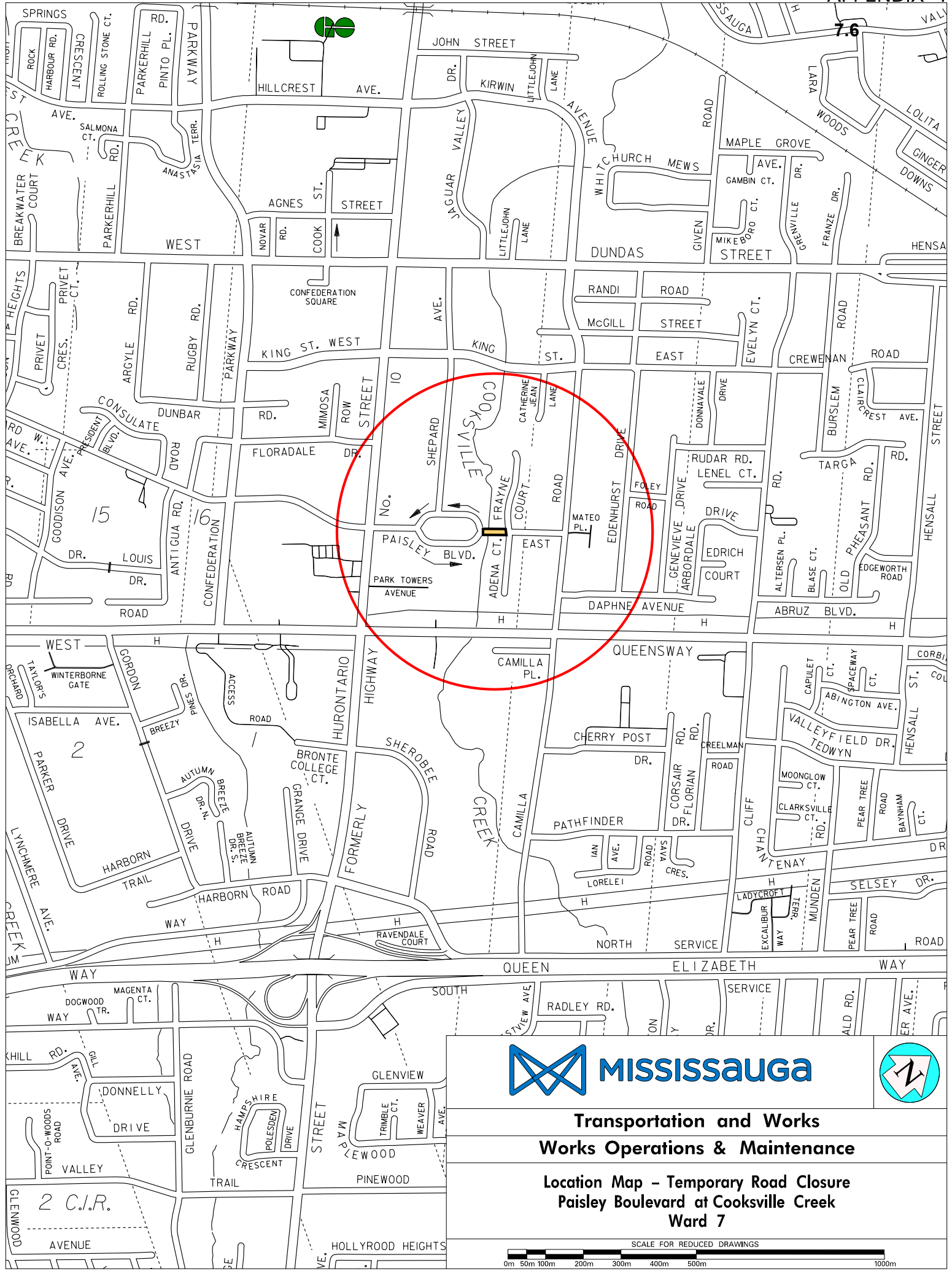
Appendix 1: Location Map - Temporary Road Closure - Paisley Boulevard at Cooksville Creek (Ward 7)



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Geoff Wright, P. Eng., MBA, Commissioner of Transportation and Works

Prepared by: Darek Koziol, Traffic Operations Technologist





# City of Mississauga

## Corporate Report



Date: 2016/09/21

To: Chair and Members of General Committee

From: Geoff Wright, P. Eng., MBA, Commissioner of  
Transportation and Works

Originator's files:  
MG.23.REP

Meeting date:  
2016/10/05

### Subject

**Proposed Temporary Road Closure By-law (All Wards)**

### Recommendation

1. That a by-law be enacted to establish the proposed Temporary Road Closure By-law as outlined in the corporate report dated September 21, 2016, from the Commissioner of Transportation and Works.
2. That the City of Mississauga's Road Cut By-law 24-79, as amended, be repealed.

### Background

The City of Mississauga has a significant road network inventory and has an annual construction program that includes works on numerous sections of roadway for various durations of time.

Temporary road closures are frequently required to undertake planned and unplanned roadway maintenance and planned roadway reconstruction, bridge and culvert repair and replacement, etc.

Currently, temporary road closures are approved through a corporate report to General Committee and a subsequent by-law enactment. This process requires significant time and not conducive to short notice changes and unforeseen circumstances associated with construction activities.

Consequently, the Transportation and Works Department, with the assistance of Legal Services, is proposing to substitute Road Cut By-law 24-79, as amended, with a new by-law to reflect today's requirements and challenges related to increasing construction related road closure occurrences.

## Comments

The exact timing and duration of construction work is often difficult to predict and control and it is not practical to pursue temporary road closure approvals through the traditional method of corporate reports and by-law enactments.

By delegating the authority to the Commissioner of Transportation and Works to grant temporary road closures, a more streamlined procedure will be established which will significantly reduce the duration of processing.

By making this change, all the standard procedures and practices associated with the temporary road closures will mostly remain unaffected. The review of the temporary road closure request will include in-depth considerations for any potential adverse effect on public safety, cyclists, pedestrians and traffic impacts, including emergency services and public and student transportation.

Once the request is approved, the applicant will be responsible to maintain a reasonable safe alternate route for vehicular and pedestrian traffic, local access, as well as installation of appropriate closure and detour signage and adequate notification to the public of the anticipated road closure.

In the event the request is refused, the applicant can appeal the decision to General Committee. Staff will continue to consult with the affected Ward Councillor(s) regarding all the proposed or required road closures prior to the Commissioner's approval. Delegation of authority will simply eliminate the need for a corporate report to General Committee, the most time consuming step in the approval process.

Nonetheless, in the event of a matter requiring Council's concurrence, a corporate report will be submitted as per our current procedure.

## Financial Impact

Not Applicable.

## Conclusion

In an effort to reduce the duration of processing applications regarding temporary road closures, the Transportation and Works Department requests that a new by-law be enacted to delegate the Commissioner of Transportation and Works, or designate, with the authority to temporarily close any highway or portion of a highway under the jurisdiction of the City of Mississauga, and that Road Cut By-law 24-79 be repealed.

## Attachments

Appendix 1: Proposed Temporary Road Closure By-law

Appendix 2: Road Cut By-law 24-79



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Geoff Wright, P. Eng., MBA, Commissioner of Transportation and Works

Prepared by: Darek Koziol, Traffic Operations Technologist

A by-law for prohibiting or regulating the injury of highways or bridges and for closing temporarily any highway or portion of a highway under the jurisdiction of the City for any period of time during the construction, repair or improvement of such highway; and to repeal By-law 24-79

**WHEREAS** section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (hereinafter the “*Municipal Act, 2001*”), provides that the powers of a municipality under any *Act* shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues;

**AND WHEREAS** pursuant to sections 9 and 11 of the *Municipal Act, 2001*, a Council may temporarily close the whole of, or a portion of, a highway under the jurisdiction of the municipality for any period during the construction, repairing or improvement of any such highway;

**AND WHEREAS** pursuant to section 11(3)1 of the *Municipal Act, 2001*, a Council may pass by-laws respecting highways, including parking and traffic on highways;

**AND WHEREAS** Council may pass a by-law under section 23.1(1) of the *Municipal Act, 2001*, for delegating to a committee of council or municipal employee, the power to temporarily close a highway for any purpose specified in the by-law, subject to any conditions the municipality may impose;

**AND WHEREAS** it is the opinion of Council that the power being delegated to issue or revoke a temporary road closure permit is of a minor nature, and further under section 23.2(5) of the *Municipal Act, 2001*, the power to close a highway temporarily is considered to be of a minor nature;

**AND WHEREAS** pursuant to section 35 of the *Municipal Act, 2001*, municipalities have the authority to pass a by-law to remove or restrict the common law right-of-passage by the public over a highway, and the common law right of access to the highway by an owner of land abutting a highway;

**AND WHEREAS** section 425 of the *Municipal Act, 2001* authorizes the City to pass by-laws providing that a person who contravenes a by-law of the City of Mississauga passed under that Act is guilty of an offence;

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

## **PART I - DEFINITIONS**

1. In this By-law,

“**Business Day**” means any day between 8:30 and 16:30 hours, other than a Saturday, Sunday, statutory or civic holiday in the Province of Ontario or any day on which the City’s administration buildings are closed for business;

“**By-law**” means this by-law and any schedule to this by-law as they may be amended from time to time;

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

“**Commissioner**” means the City’s Commissioner of Transportation and Works, and his or her designate(s) or successor;

**“Council”** means the Council of the City;

**“General Committee”** means the City’s General Committee, a standing committee of Council under the Council Procedural By-law;

**“Highway”** has the same meaning as defined in section 1(1) of the *Municipal Act, 2001*, as amended;

**“Intersection”** means the area embraced with the projection or connection of the lateral boundary lines of two or more highways that meet one another at an angle, whether or not one highway crosses the other;

**“Members of Council”** means those individuals elected or appointed to Council of the City;

**“Permit”** means a temporary road closure permit authorized and issued under this By-law, when construction, special event other than a special event under the City’s Special Events Temporary Road Closure By-law 51-06 (as amended, or its successor), or other activity that will occupy or obstruct a street allowance needs to occur; and issued in conjunction with the Road Occupancy Permit;

**“Permit Holder”** means any person to whom a Permit has been issued under this By-law;

**“Person”** includes an individual, association, firm, partnership, corporation, trust, organization, trustee, or agent, and the heirs, executors or legal representatives of the person to whom the context can apply according to law;

**“Road Occupancy Permit”** means a temporary permit issued by the Transportation and Works Department when construction, special event or other activity that will occupy or obstruct a street allowance needs to occur;

**“Roadway”** means that part of the Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include a shoulder or Sidewalk; and where a Highway includes two or more separate roadways, the term “Roadway” refers to any one Roadway separately and not to all of the Roadways collectively;

**“Sidewalk”** means all parts of a Highway set aside for use by pedestrians or which is used by the general public for the passage of pedestrians;

**“Transportation and Works Department”** means the City’s Transportation and Works Department;

## PART II - ADMINISTRATION

2. The Commissioner shall be responsible for the administration and enforcement of this By-law.

## PART III - TEMPORARY ROAD CLOSURE – PERMIT REQUIRED

3. No Person shall commence the construction or repair of any work over, on or under any City Highway, that is likely to require the temporary closing of part or all of such Highway, unless and until: a) a Permit for such purpose has been obtained from the City; b) signs, barricades and other safety measure have been provided in accordance with City permit requirements; and, c) if necessary, alternative traffic routes have been established in accordance with the provisions of this By-law.
4. Notwithstanding section 3 above, this By-law does not apply where the City, its servants, employees, contractors or agents are carrying out City operations or are operating, maintaining or installing municipally-owned infrastructure, facilities or the like.

## PART IV - APPLICATION FOR PERMIT

5. A Permit may be issued by the Commissioner or City Council, subject to the terms and conditions of this By-law.

6. All applications for a Permit shall be made to the Transportation and Works Department, in a form satisfactory to the Commissioner and shall be accompanied by supportive information as may be required by the Transportation and Works Department.
7. Applications for a Permit shall be filed at least fifteen (15) Business Days prior to the commencement of the anticipated road closure.
8. The applicant for a Permit shall take such steps as are reasonable and necessary to advise and accommodate all Persons who will be affected by the temporary closure of the Highway.
9. The Commissioner may issue a Permit, in whole or in part, with terms and conditions, where the Commissioner is of the opinion, that such terms and conditions of a Permit should be imposed.
10. Subject to the Commissioner's discretion, a breach by a Permit Holder of any of the terms or conditions imposed by the Commissioner in granting a Permit, shall immediately revoke and render the Permit null and void.
11. Notwithstanding that the authority to issue a Permit is delegated to the Commissioner, and that he or she may have already exercised the delegated power, Council shall retain the right to exercise the authority to grant or deny or revoke a Permit.
12. On review of applications for a Permit, the Commissioner shall consider:
  - (a) Any potential adverse effect on public health and safety;
  - (b) Any potential inconvenience of the general public;
  - (c) Any potential traffic impacts, including proximity to access points onto provincial Highways, hospitals and fire stations, or lack of adequate detour routes;
  - (d) Any concerns for the security of Persons or property proximate to the proposed route;
  - (e) The adequacy of alternate fire & emergency response; and
  - (f) If the road is a public transit and/or student transportation route, the adequacy of an acceptable alternate route.
13. Prior to determining if a Permit should be issued, the Commissioner may consult with any Person deemed appropriate.
14. Prior to the issuance of a Permit, the Commissioner shall contact and advise any affected Members of Council of the requested road closure;
15. Members of Council may at any time prior to issuance of a Permit by the Commissioner, in writing, require the Commissioner to submit the application to the General Committee for determination.

## **PART V - APPEAL**

16. A decision by the Commissioner to refuse a Permit may be appealed to the General Committee by written notice to the City Clerk received no later than seven (7) calendar days following the refusal or the posting on the website of the granting of the Permit, as the case may be.
17. Where notice of an appeal is properly received, a hearing shall be held by the General Committee. The time, date and location of which the applicant shall be notified in writing.
18. If the applicant does not attend the hearing, the General Committee may proceed in the applicant's absence.
19. A decision of the General Committee on an appeal under this By-law shall be final and binding.

## **PART VI - PERMIT HOLDER RESPONSIBILITIES**

20. When a Permit has been issued, the Permit Holder shall, during the course of the work,
  - (a) Maintain a reasonable safe alternate route for through vehicular and pedestrian traffic;

- (b) Provide and maintain reasonable local access routes for all property owners or occupants whose access will be affected by the proposed works;
  - (c) Supply, erect and maintain at the Permit Holder's own expense all barricades, signs, covers, lights, flagmen and other safety warning devices as may be required to protect the through vehicular and pedestrian traffic; and
  - (d) Provide and maintain pedestrian traffic routes which are separated from the moving traffic and the project site in a manner satisfactory to the Transportation and Works Department.
21. Where a Permit Holder fails to comply with any of the provisions of section 20 above, the Commissioner may do the works necessary to effect compliance with the section and all costs and expenses incurred thereby shall be borne by the Permit Holder.
  22. If the works to be undertaken cannot be completed by the expiry date set out in the Permit, the Permit Holder shall make an application to the Transportation and Works Department for an extension of time and the application shall be made as soon as possible.
  23. (1) No Permit Holder shall remove or interfere with any existing traffic signs in the course of carrying out the work.
  - (2) If a Permit Holder requires existing traffic signs to be temporarily removed, the Permit Holder shall request the Transportation and Works Department to carry out such removal and all costs thereby incurred shall be borne by the Permit Holder.
  24. The Permit Holder shall notify the Transportation and Works Department immediately when the work undertaken has been completed.
  25. (1) Upon completion of the work the Permit Holder shall restore the Highway affected by the work to the condition in which it was immediately prior to the commencement of the work and shall guarantee the workmanship on all the restoration work within the limits of the road allowance.
  - (2) Notwithstanding the provisions of subsection 25(1) the restoration of the Highway may be carried out by the City and the Permit Holder shall reimburse the City for the costs of the restoration.
  26. The Permit Holder shall be responsible for all damages to all existing services when such damages arise out of the work undertaken by the Permit Holder.
  27. The Permit Holder shall obtain all the necessary approvals, including those from the Regional Municipality of Peel and/or the Ministry of Transportation of Ontario if the temporary road closure will affect a Roadway under either jurisdiction.
  28. The Permit Holder shall provide and maintain insurance as required by the City.

## **PART VII - GENERAL PROVISIONS & PROHIBITIONS**

29. Where a temporary road closure is permitted, the Commissioner may temporarily close any Highway or part of a Highway to pedestrians or vehicular traffic, or both, and may cause to be erected such barricades and other barriers as may be needed to preserve public order and protect Persons and property during the time of such event, at the expense of the Permit Holder.
30. No work done by the Transportation and Works Department under this By-law shall relieve the Permit Holder, or his agents, servants or workmen from any responsibility or any liability arising out of the performance of the work under the Permit.
31. Every Person who uses a Highway or portion of a Highway which has been closed to traffic under this By-law, does so at their own risk and the City is not liable for any damages sustained by reason of the Person using the Highway or portion thereof so closed to traffic.

## **PART VIII – HAZARDOUS CONDITIONS**

32. When a hazardous condition arises, such as a threat to life, health, property, or environment, during the course of the work undertaken by a Permit Holder, the Permit Holder shall

immediately notify the Transportation and Works Department and any affected utility company of the condition.

33. When a hazardous condition arises during the course of the work undertaken by the Permit Holder, the Commissioner may order the road closed, the work halted or other appropriate remedial action to be taken.
34. Notwithstanding any other provision in this By-law, the Commissioner shall be authorized to issue a Permit after the commencement of the work, if the work to be undertaken is required immediately when such circumstances arise due to any public health, safety or welfare reasons.

#### PART IX - PENALTY

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

#### PART X - INTERPRETATION AND COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

36. In this By-law, unless the context otherwise requires, words importing the singular number shall include the plural, and words importing the masculine gender shall include the feminine, and further, the converse of the foregoing also applies where the context so requires.
37. If a court of competent jurisdiction declares any provision, or any part of a provision, of this By-law to be invalid, or to be of no force and effect, it is the intention of the Council in enacting this By-law, that each and every other provision of this By-law authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.

#### PART XI – GENERAL

38. Any decision or determination required to be made by the City or any official of the City under this By-law shall be made in the sole and absolute discretion of the City or the City official.
39. This By-law shall not be construed to reduce or mitigate any restrictions or regulations lawfully imposed by the City or by any governmental authority having jurisdiction to make such restrictions or regulations.
40. If there is a conflict between a provision in this By-law and a provision of any other City by-law, the provision that establishes the highest standard to protect the health, safety and welfare of the general public shall apply.
41. This By-law shall be known and may be referred to as the “Temporary Road Closure By-Law”.
42. This By-law shall come into force and takes effect from and after the date of its enactment.
43. After the effective date of this By-law, By-law 0024-1979, as amended, shall apply only to permits issued prior to the effective date of this By-law, and then only until such time as the work or actions prescribed pursuant to the permit has been completed or otherwise been concluded.
44. Subject to section 43, By-law 0024-1979, as amended, being The Road Cut By-Law shall be repealed upon this By-law coming into force and effect pursuant to section 42.

ENACTED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



APPROVED  
AS TO FORM  
City Solicitor  
MISSISSAUGA

MAYOR

CLERK

Date	2016		
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BY-LAW NUMBER .27.79.

A by-law for prohibiting or regulating the injury of highways or bridges and for closing temporarily any highway or portion of a highway under the jurisdiction of the City for any period during the construction, repair or improvement of such highway.

WHEREAS pursuant to Subsection 1 of Section 460 of The Municipal Act, R.S.O. 1970, c. 284, as amended, the municipal Council may pass by-laws for prohibiting or regulating the obstructing, encumbering, injuring or fouling of highways or bridges;

AND WHEREAS pursuant to paragraph 60 of Section 352 of The Municipal Act, R.S.O. 1970, c. 284, as amended, the municipal Council may pass by-laws for closing temporarily any highway or portion of a highway under the jurisdiction of the municipality for any period during the construction, repairing or improvement of any such highway or portion thereof;

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

1. In this by-law,
  - (a) "city" means the Corporation of the City of Mississauga,
  - (b) "commissioner" means the Commissioner of Engineering and Works for the City of Mississauga, or his designate.
  - (c) "engineering department" means the Engineering Department for the Corporation of the City of Mississauga.
  - (d) "highway" means a common and public highway and includes a street and bridge forming part of a highway or on, over or across which a highway passes.
  - (e) "permit holder" means any person to whom a permit has been issued under this by-law.
  - (f) "person" includes a corporation and the heirs, executors, administrators, or other legal representatives of a person to whom the context can apply according to law.

- 2 -

(g) "working day" means any Monday to Friday inclusive which is not a statutory holiday between 08.30 and 16.30 hours.

2. (1) No person shall commence the construction or repair of any work over on or under any city highway, which is likely to require the temporary closing, obstruction or encumbering of part or all of such highway, unless and until a permit for such purpose has been obtained from the commissioner, signs, barricades and other safety measures have been provided; and, if necessary, alternative traffic routes have been established in accordance with the provisions of Section 4 of this by-law.

(2) All applications for a permit required under sub section 1 of this section shall be made on the forms provided by the engineering department and shall be accompanied by such other supportive materials as may be required by the engineering department.

(3) If the work to be undertaken necessitates a temporary highway closure, the applicant for the permit shall take such steps as are reasonable and necessary to advise and accommodate all persons who will be effected by the temporary closure of the highway.

3. (1) (a) If the work to be undertaken does not necessitate a temporary highway closure, an application to the commissioner for a permit required under section 2, shall be made at least two (2) working days before the date of commencement of the work.

(b) If the work to be undertaken necessitates a temporary highway closure, an application to the commissioner for a permit required under section 2 shall be made at least five (5) working days before the date of commencement of the work.



- 3 -

- (2) Notwithstanding the provisions of sub-section 1 of this section if the work to be undertaken is required immediately for public health, safety or welfare reasons an application to the commissioner for a permit required under section 2, shall be made within the first four (4) hours of the first working day after the date of commencement of the work.
4. When a permit has been issued, the permit holder shall, during the course of the work,
- (a) maintain a reasonable safe alternate route for through vehicular and pedestrian traffic;
  - (b) provide and maintain reasonable local access routes for all property owners or occupants whose access will be affected by the proposed works;
  - (c) supply, erect and maintain at his own expense all barricades, signs, covers, lights, flagmen and other safety warning devices as may be required to protect the through vehicular and pedestrian traffic;
  - (d) provide and maintain pedestrian traffic routes which are separated from the moving traffic and the project site in a manner satisfactory to the engineering department.
5. Where a permit holder fails to comply with any of the provisions of section 4, the commissioner may do the works necessary to effect compliance with the section and all costs and expenses incurred thereby shall be borne by the permit holder.
6. If the works to be undertaken cannot be completed by the expiry date set out in the permit, the permit holder shall make an application to the engineering department for an extension of time and the application shall be made at least two (2) working days prior to the expiry date set out in the permit.

7. (1) No permit holder shall remove or interfere with any existing traffic signs in the course of carrying out the work;
- (2) If a permit holder requires existing traffic signs to be temporarily removed, he shall request the engineering department to carry out such removal and all costs thereby incurred shall be borne by the permit holder.
8. All work to be undertaken under a permit issued under this by-law shall be carried out in a manner which is satisfactory to the engineering department.
9. (1) When a hazardous condition arises during the course of the work undertaken by a permit holder, the permit holder shall immediately notify the commissioner and any affected utility company of the condition.
- (2) When a hazardous condition arises during the course of the work undertaken by the permit holder, the commissioner may order the road closed, the work halted or other appropriate remedial action to be taken.
10. The permit holder shall notify the commissioner immediately when the work undertaken has been completed.
11. (1) Upon completion of the work the permit holder shall restore the highway affected by the work to the condition in which it was immediately prior to the commencement of the work and shall guarantee the workmanship on all the restoration work within the limits of the road allowance for a period of eighteen (18) months from the date of completion of the work.
- (2) Notwithstanding the provisions of subsection 1 the restoration of the highway may be carried out by the City and the permit holder shall reimburse the city for the costs of the restoration.



12. The permit holders shall be responsible for all damages to all existing services when such damages arises out of the work undertaken by the permit holder.
13. No work done by the engineering department under this by-law shall relieve the permit holder, or his agents, servants or workmen from any responsibility or any liability arising out of the performance of the work under the permit.
14. Every person who uses a highway or portion of a highway which has been closed to traffic under this by-law, does so at his own risk and the municipality is not liable for any damages sustained by reason of the person using the highway or portion thereof so closed to traffic.
15. The commissioner may stop any person working if that person is carrying on any work over or under any highway without a permit issued under this by-law.
16. (1) Every person who contravenes any provision of this by-law is guilty of an offence and on summary conviction is liable to a fine of not more than \$1,000.00 exclusive of costs or to imprisonment for a term of not more than twenty one (21) days, or to both.  
(2) Notwithstanding the provisions of subsection 1, a person who without lawful authority uses a highway or portion thereof closed to traffic and protected pursuant to this by-law who removes or defaces any barricade, device, detour sign or notice placed thereon under this by-law, is guilty of an offence on summary conviction is liable to penalty of not more than \$50.00 and is also liable to the City for any damage or injury occasioned by such wrongful use, removal or defacement.
17. (a) By-law 67-23, and 1226 for the former Town of Streetsville and any other by-law to prohibit or regulate the injury of highways and for closing

temporarily any highway or portion of a highway under the jurisdiction of a municipality for any period during the construction, repair or improvement of such highway passed by the former Town of Streetsville are hereby repealed.

(b) By-law 70-55 for the former Town of Port Credit and any other by-law to prohibit and regulate the injury of highways and for the closing temporarily any highway or portion of a highway under the jurisdiction of a municipality for any period during the construction, repair or improvement of such a highway passed by the former Town of Port Credit are hereby repealed.

(c) By-law 6750 for the Town of Mississauga and any other by-law to prohibit and regulate the injury of highways and for closing temporarily any highway or portion of a highway under the jurisdiction of a municipality for any period during the construction, repair or improvement of such highway passed by the Town of Mississauga are hereby repealed.

(d) any by-law to prohibit or regulate the injury of highways and for closing temporarily any highway or portion of a highway under the jurisdiction of a municipality for any period during the construction, repair or improvement of such highway passed by the Town of Oakville that was annexed by the City of Mississauga and more particularly described in The Regional Municipality of Peel Act, 1973 is hereby repealed.

19. The short title of this by-law is The Road Cut by-law.

ENACTED AND PASSED this

15<sup>th</sup>

day of January, 1979.



MAYOR

CLERK







BY-LAW NUMBER *179-84*

A By-law to amend By-law 24-79, as amended, being a by-law for prohibiting or regulating the injury of highways or bridges and for closing temporarily any highway or portion of a highway under the jurisdiction of the City for any period during the construction, repair or improvement of such highway.

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

1. By-law 24-79, as amended, is hereby amended by deleting Subsection 1(d) and substituting therefor the following:

1.(d) "highway", includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

ENACTED AND PASSED this *9th* day of *March*, 1984.



*[Signature]*  
MAYOR

*[Signature]*  
CLERK



City of Mississauga  
**Corporate Report**



Date: 2016/09/15

To: Chair and Members of General Committee

From: Gary Kent, Commissioner of Corporate Services and  
 Chief Financial Officer

Originator's files:

Meeting date:  
 2016/10/05

## Subject

**Single Source Recommendation for DesTech Consulting Services for TXM and MAX Applications - Contract amendment and extension**  
**File Ref: FA.49.892-10**

## Recommendation

1. That the report from the Commissioner of Corporate Services and Chief Financial Officer dated 2016-09-15 entitled Single Source Recommendation and Consolidation of authority with DesTech Consulting Services for professional and consulting services for TXM (Tax Manager) and MAX (Mississauga Approvals Xpress) Applications be received.
2. That the Purchasing Agent has authority to continue from the previous authority awarded to DesTech Consulting Services in 2011 as City Standard Vendor to provide advisory and implementation services as a sub-contractor to the City of Mississauga for any upgrades or implementations of TXM Application being undertaken on behalf of a licensed municipality, where the costs are to be reimbursed to the City (File ref: FA.49.892-10; Appendix 1 – TXM Corporate Reports) be consolidated under this one report.
3. That the Purchasing Agent be authorized to negotiate and execute the necessary contracts and all related ancillary documents with DesTech Consulting Services on a single source basis for a ten (10) year term for consulting and professional services required for upgrades, design, analysis, ongoing maintenance, enhancements, development, training and support of Oracle platform for TXM and MAX Applications; including Database, Hardware, Middleware and Application technologies where the amounts are approved in the budget or where the costs are to be reimbursed to the City.
4. That the Purchasing Agent be authorized to execute contract amendments with DesTech Consulting Services subject to negotiations and Legal approval of the contract

and all related ancillary documents to add any future initiatives including ongoing support, scope changes, features, functionalities and modules for TXM and MAX Applications for continued modernization and enhancements where the amounts are approved in the budget or where costs are to be reimbursed to the City.

5. That DesTech Consulting Services be designated as a City Standard Vendor for a ten (10) year term extending up to October 31, 2026 for consulting and professional services and support of the Oracle platform for the TXM and MAX Applications.

## Report Highlights

- Tax Manager (TXM) is a software application developed and owned by the City of Mississauga for the billing and collection of property taxes. The software was implemented in 1998 and is licensed to four municipalities (Brampton, Markham, Richmond Hill and Pickering). TXM is managed by an in-house Information Technology Support Team which provides application support to the City and these municipalities.
- Mississauga Approvals Xpress (MAX) is an in-house developed and supported software application owned by the City of Mississauga for processing and approvals of Land Development Services applications. ePlanning & Building services, hosted on the City's portal, and ePlans (Electronic Plan Review and Submission) are extensions of the MAX Application and are integrated with MAX on a real-time basis.
- TXM and MAX are web-based applications on an Oracle platform, utilizing Oracle Forms and Reports, WebLogic middleware and backend databases. The skillset of the Oracle development platform is specialized and resources in this field are limited.
- DesTech Consulting Services maintains the highest level of partnership with Oracle Corporation as a Platinum Partner. DesTech Consulting Services is an established technology services firm that delivers the technology, professional services and education and had been contracted by the City for the initial design and development of TXM and MAX Applications and for subsequent application enhancements and upgrades.
- On regular support occasions and for specific project requirements, enhancements, upgrades and system fixes, the IT Support Teams require professional services and development support from DesTech Consulting Services.
- DesTech will be contracted for professional services arrangements through a standardized Statement of Work and Quote process, with formalized gate approvals.

## Background

Tax Manager (TXM) and Mississauga Approvals Xpress (MAX) Applications are in-house developed and supported applications and are critical from a functionality perspective for the

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billing and collection of property taxes (TXM) and for Land Development Services (MAX). Intellectual Property for these applications belongs solely to the City of Mississauga.

The City's working relationship with DesTech Consulting Services for TXM and MAX Applications spans over twenty years starting with the initial design and development of TXM and MAX Applications. Through the following years, DesTech Consulting Services has been the primary provider for professional and consulting services for application enhancements and upgrades to TXM and MAX Applications having been selected through either a competitive procurement process, Information Technology Roster process or through Corporate Reports authorization for Single Source Recommendation.

The resource pool for the Oracle development platform is limited. Consultants at DesTech Consulting Services have this specialized skill set and are able to provide the required resources to the City on a short-term basis for projects and application enhancements / upgrades as needed. As a Platinum Partner with Oracle, DesTech Consulting Services has direct access to dedicated Oracle Partner Business Consultants and free, dedicated support from Oracle that the City may not be able to avail of otherwise.

The long-term relationship of DesTech Consulting Services with the City and their knowledge and expertise with TXM and MAX Applications is unique and highly valued.

## **Present Status**

The TXM Application has 75 users mainly from the Revenue Division, Corporate Services Department. TXM Application is also licensed to four municipalities (Brampton, Markham, Richmond Hill and Pickering). TXM implementation at the City of Pickering was the most recent one that required assistance from DesTech Consulting Services.

Other Ontario municipalities have shown interest in implementing the TXM Application as the property tax system. The Commissioner of Corporate Services and Chief Financial Officer has been delegated authority to respond to bid requests from other Ontario municipalities for proposals to license, implement and support a property tax system with a TXM based solution. File ref: FA.49.0634-13 details in Appendix 1 -TXM Corporate Reports.

The MAX Application has approximately 700 users across the Corporation from all departments for processing and approvals of Land Development Services applications in addition to being the main repository for property information. The primary business owner for MAX is the Planning & Building Department. MAX Application has real time integrations with ePlans (Electronic Plan Review and Submission) and ePlanning & Building Services thereby enabling our clients to submit requests and view status information for Land Development Services applications on a 24 x 7 basis. The in-house support team for MAX also provides support for ePlans application and Information Technology support to the Planning & Building Department.

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The TXM and MAX support teams are responsible for the day-to-day support, application enhancements and modifications for legislative reasons or business process changes, application upgrades and to implement new functionalities through projects.

The skill-set required for Oracle application development is very specialized and the overall resource pool appears to be fairly limited.

## Comments

TXM and MAX Applications are critical applications for the Corporation from a functionality perspective and we need to ensure that they remain on a supported platform. These Applications are scheduled for a major upgrade in 2017 for which capital funding has already been approved in 2015. The upgrade will touch upon all components for these applications in terms of the database, hardware, middleware and front-end. The upgrade is critical to ensure that the applications are running on the most current platform. The existing platform for TXM and MAX Applications will no longer be supported by Oracle as of December 31, 2017.

DesTech Consulting Services has provided services to the City for specific projects for application enhancements, upgrades or development requests authorized through a series of competitive procurements and Corporate Reports for Single Source Recommendation. DesTech Consulting Services have in-depth background knowledge of TXM and MAX Applications based on their past engagements and the required skill set to provide the assistance that is needed.

In 2011, based on Corporate Report recommendations, DesTech Consulting Services was authorized as a City Standard Vendor to act as a sub-contractor to the City of Mississauga for support of services requested by licensed municipalities that have implemented the TXM Application. It is recommended that DesTech Consulting Services provide professional services to assist the City team for application enhancements and upgrades as well.

### Purchasing By-law Authorization

The recommendation in this report is made in accordance with Schedule A of the Purchasing By-law #374-06, items 1(b) (xi) which states that a single source procurement method may be applied when, "A need exists for compatibility with, or for the maintenance and support of a City Standard and there are no reasonable alternatives, substitutes, or accommodations".

Information Technology, Legal Services and Materiel Management staff will collaborate to establish the detailed requirements, negotiate the final arrangements and prepare the requisite forms including contract agreements.

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## Financial Impact

Capital funding of \$1,700,000 for an Oracle Upgrade including upgrade for TXM and MAX Applications has been approved in 2015. The upgrade is scheduled to commence in 2017 and is required for TXM and MAX Applications to remain on a current and supported platform.

Additional capital funding requirements for TXM and MAX Applications including application enhancements, Oracle technology enhancements and upgrades for future years will be processed through the capital prioritization process and approved as part of the annual Budget process.

Staff from Materiel Management, Legal Services and Information Technology will initiate discussions including financial and contract negotiations for a single source procurement proposal and consolidation of authority with DesTech Consulting Services for professional and consulting services for Tax Manager (TXM) and Mississauga Approvals Xpress (MAX) Applications based on the framework established in the Statement of Work as provided in Appendix 2.

## Conclusion

The City has a unique and highly valued professional services relationship with DesTech Consulting Services based on the services that have been provided for TXM and MAX Applications spanning over 20 years.

DesTech Consulting Services can help the City to augment our internal resource pool for TXM and MAX Applications to deliver application enhancements and upgrades while continuing to support these core applications.

This report proposes to authorize the Purchasing Agent to initiate contract negotiations and execute the contract including contract amendments with DesTech Consulting Services on a single source basis for on-going maintenance of the TXM and MAX Applications including support of the Oracle platform for TXM and MAX Applications, where needed.

In 2011, based on Corporate Report recommendations, DesTech Consulting Services was authorized as a City Standard Vendor to act as a sub-contractor to the City of Mississauga for support of services requested by licensed municipalities that have implemented the TXM Application. It is recommended that DesTech Consulting Services provide professional services to assist the City team for application enhancements and upgrades as well.

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## Attachments

Appendix 1: TXM – Corporate Reports - File References: FA.49.892-10 and FA.49.0634-13

Appendix 2: Statement of Work - Professional and Consulting Services for TXM and MAX Applications



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Gary Kent, Commissioner of Corporate Services and Chief Financial Officer

Prepared by: Farzana Dumasia, Project Manager, Information Technology Division



# Corporate Report

Clerk's Files

Originator's  
Files

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**DATE:** June 15, 2011

**TO:** Chair and Members of General Committee  
Meeting Date: June 29, 2011

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

**SUBJECT:** **TXM Property Tax Software – Upgrade of Software and Single Source Outsourcing of Work to DesTech Consulting Services Inc. and Vendor of Record Designation as a Subcontractor for Services Provided to Licensed Municipalities**  
File Ref : FA.49.892-10

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- RECOMMENDATION:**
1. That the Purchasing Agent be authorized to execute the necessary contracts with DesTech Consulting Services Inc. (DesTech) for the development, programming and other services required for the upgrade of TXM – Tax Manager Software totalling \$570,633 excluding taxes.
  2. That DesTech Consulting Services Inc. be designated as a Vendor of Record to provide advisory and implementation services, as required, as a sub-contractor to the City Of Mississauga for any upgrade or implementation of TXM – Tax Manager Software being undertaken on behalf of a licensed municipality, where the costs are to be reimbursed to the City.

**BACKGROUND:** TXM is software developed and owned by the City of Mississauga for the billing and collection of property taxes. The software was implemented in 1998. The City has licensed TXM to 3 municipalities - Brampton, Markham and Richmond Hill - and receives annual

revenue of \$435,000.00 from these municipalities. TXM is managed by an in-house IT Support Team which provides application support to the City and the licensed municipalities.

TXM is a client server application using Oracle 6i (Forms and Reports) and an Oracle 9i database. This technology is outdated and is no longer supported by Oracle.

TXM must now be upgraded to Oracle 11g technology to ensure support by Oracle to at least 2018. By upgrading to the latest Oracle 11g technology, the system is scalable for future innovative enhancements and can also be used as a selling point to other prospective clients.

**COMMENTS:**

1. Upgrade to Oracle 11g

The scope of this project will cover migration of all forms, reports and functionality from Oracle 6i to Oracle 11g. Due to the complexity of this project, it is proposed that a consultant with experience in Oracle 11g undertake the following tasks:

- Configure and setup the development, testing, staging and production environments.
- Ensure the security of the application and integration with other systems is maintained.
- Train City staff on the new 11g technology.
- Provide a production ready application, including all setup and installation instructions, for the City's external clients.

It is proposed that DesTech provide these services to the project team. DesTech has been contracted by the City in the past to assist in the development of the TXM software. In addition, DesTech has been used by the City in a similar upgrade on the MAX software used by the Planning and Building Department. DesTech was awarded the MAX contract after a competitive bidding process.

DesTech has proven it has the skills to successfully undertake this project and is ensuring that the DesTech staff involved in past development of the TXM software would be assigned to this project.



A single source procurement award is being proposed. Staff have reviewed the DesTech bid and are of the opinion that the bid is reasonable based upon prices received for other technology projects and the general state of the marketplace. This procurement meets Schedule "A" 1(b)(i) of the Purchasing By-law as a reason for a single source procurement "Attempts to acquire the Goods and/or Services by soliciting competitive Bids has been made in good faith, but has failed to identify a willing, capable and compliant supplier."

## 2. Job Scheduling

TXM was developed as a batch application. This means that all updates occur through nightly batches. To reduce cost and save development time when TXM was being implemented, the City purchased JCS software from Redwood to perform the job scheduling function. Over the years, the cost of maintaining the JCS software has been small. However, the JCS software is not compatible with Oracle 11g and will require upgrading as well.

Redwood was asked to assess the TXM system to determine the work required to upgrade to JCS version 8. They estimated the level of effort to be 88 days of consulting services for a cost of \$155,294 (\$158,400 US\$) plus expenses. Staff were aware that Oracle 11g contained its own set of job scheduling tools and requested a bid from DesTech to build job scheduling into TXM thereby eliminating the need for JCS as well as the annual \$13,000.00 maintenance fee for this product. The bid from DesTech for this work is \$44,805. As a result, it is proposed that DesTech be engaged to develop a job scheduling system within TXM. A single source procurement with DesTech would be permissible under Schedule "A" 1(b) (iv) "The solicitation of competitive bids would not be economical to the City." DesTech would be doing other work on the project in parallel, and it would be difficult to manage two contractors on integrated work in one system.

## 3. DesTech as a Subcontractor in Future Licensing Opportunities

From time to time, the City receives requests from municipalities wishing to acquire a new property tax system to bid on a request for proposal (RFP) issued by the requesting municipality. The City has bid on two RFP's in the past but has not been successful. The greater

the number of users of TXM, the lower the ongoing operating cost to the City will be as the cost gets spread amongst the users. The additional support costs are less than the additional revenues received. However, the City has insufficient staff resources to be able to convert a new municipal user to the TXM system and would need to subcontract out this work. The City is aware of several municipalities considering acquisition of a new property tax system. Since most RFP's contain short closing dates four to six weeks after they are issued, it is important that the City identify a subcontractor able to do conversion work, well in advance of receipt of an RFP, so that discussions could be held with the subcontractor quickly after receipt of the RFP. There would be no obligation by the City to use that vendor if no RFP were issued and any commitment would only occur if the City were awarded the bid by the acquiring municipality. The cost of the subcontractor would be paid for by the acquiring municipality. Since DesTech participated in development of TXM and assisted TXM and other municipalities to migrate from their old tax software in 1998 to TXM, it would be reasonable for DesTech to be designated as a vendor of record. A single source acquisition to DesTech for this purpose would be permissible under Schedule "A" 1(b)(ix) to the By-Law "Another organization is funding or substantially funding the Acquisition and has determined the supplier, and the terms and conditions of the Commitment into which the City will enter are acceptable to the City". A Scope of Work is attached in Appendix 1.

In addition, current users may require assistance as they upgrade to Oracle 11g. It would be reasonable to utilize DesTech for this purpose if necessary since they participated in developing the upgrade. The City would be reimbursed by any municipality requiring such assistance.

**FINANCIAL IMPACT:** The cost of the professional services will be covered through the approved project budget PN 8510.

1. TXM Migration to 11g

The TXM migration will be delivered in two phases:

- a. Phase 1: Environment Setup & Proof of Concept (POC)  
\$81,801.75
  - b. Phase 2: Full TXM Migration, Training & Implementation  
\$444,026.25
2. Job Scheduling module \$44,805.00


**CONCLUSION:**

Staff require assistance in upgrading the TXM Tax Software to Oracle 11g. It is proposed that a single source award be made to DesTech Consulting Inc. as DesTech is familiar with the TXM System through past development work with the City and has demonstrated the ability to do similar upgrade work on the City's Max software.

From time to time the City bids on RFP's issued by other municipalities for municipal property tax systems. It is important that the City identify a subcontractor in advance of receipt of an RFP who can assist in system implementation. The City would be reimbursed for the cost of the subcontractor. Given DesTech's familiarity with the TXM system and its involvement with upgrades when the system was originally implemented in Mississauga and other municipalities, it would be appropriate to utilize DesTech as a subcontractor.

**ATTACHMENTS:**

Appendix 1: Scope of Work TXM Property Tax System Migration



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

*Prepared By: Asad Sultan, Project Leader, Information Technology*

## APPENDIX 1

### Scope of Work TXM Property Tax System Migration

#### 1.0 Scope of the Project

The TXM Project covers 2 major phases:

- Phase 1: Environment Setup & Proof of Concept (POC)
- Phase 2: Full TXM Migration, Training & Implementation

The Job Scheduling Module for TXM System will replace the Cronacle v6 application.

#### 1.1 Phase 1: Environment Setup & Proof of Concept (POC)

The vendor will install, configure and tune the Oracle Weblogic Server (OWLS) so it is ready to deploy Cronacle and TXM applications and connect to the database. The database will be migrated from 9i to 11g by the City. The City also wants to ensure that the OWLS is properly setup so that Redwood Software Inc., can deploy the Cronacle application and perform their migration services.

The vendor to work on-site (at the offices of the City of Mississauga), to conduct POC which will provide a production ready solution. The POC will migrate some components (menus, libraries, forms and reports) of the City's TXM Application to Oracle 3-tier platform consisting of Oracle Weblogic 11g, Oracle 11gAS (Forms and Reports Services) and Oracle database 11g R2 with response time similar or better than the existing system.

During Phase 1, the vendor shall provide regular reports on the progress of the project. If the Detailed Project Plan and Deliverables, as approved, are not being met, the Project Leader will notify the consultant and request that the non-performance be rectified within a period of time determined by the Project Leader. If the performance is not satisfactory, then the contract may be terminated at the City's sole discretion.

The Phase 1 is to begin by July 18, 2011 and be completed by September 9, 2011.

#### 1.2 Phase 2: Full Migration, Training and Implementation

The vendor will complete the full migration of the TXM application from its current platform of Oracle Developer 6i (patch level 6.0.8.13 version level 6.0.8.22) client-server to Oracle 3-tier platform consisting of Oracle Weblogic 11g, Oracle 11g Application Server (Forms and Reports Services), Oracle database 11g R2 running on a Windows platform.

The current business functionality that exists in the TXM application must be maintained. Some features in the TXM application that are not suited for the web architecture or code that is now obsolete or deprecated will have to be re-written to ensure that the current business functionality is not lost. Preference is to use java beans to reproduce client server functionality and not Web-Util.

The full migration will include integrating the Forms, Reports and functionality with the new version of Redwood Cronacle v8. It also includes re-developing the cron jobs to maintain business functionality using other mechanism other than Windows Scheduled jobs as outlined in Appendix D. The City staff must be trained on the 11g forms, reports and functionality, so they can support the TXM system after the production cut over. All solutions must be approved by the City's Project Team.

The full migration of the application includes all testing be conducted by the Consultant with the exception of User Acceptance Testing ("UAT"). UAT will be conducted by the TXM Support team. The vendor will develop the test plans and test cases.

The City will work with the vendor and provide monitoring tools for network traffic and database usage.

The full migration project is to begin by September 19, 2011 and be completed on or before March 31, 2012.

1.3 The main objectives of jobs scheduling is to:

- (a) To provide the functionality and interface of Job Scheduling Module as defined in the deliverables.
- (b) Migrate and integrate the jobs in Cronacle v6 to Job Scheduling Module in TXM System.
- (c) Provide technical specifications, user documentation and training so the TXM staff can support the application after cut over.

**2.0 Phase 1: Deliverables**

The successful vendor will be responsible for the following deliverables to meet the Project Objectives as related to Phase 1.

- 2.1 Provide project management to ensure all deliverables are completed based on the agreed upon schedule. Provide schedule, high level and detailed technical plans including milestones, timelines, deliverables, tasks, task duration, resources allocated and roles and responsibilities.
- 2.2 Install, configure and tune the Oracle Weblogic Server on development, testing and production environments for Cronacle application.

- 2.3 Install, configure and tune the Oracle Weblogic Server and 11g Application Server on development and testing environments for TXM application.
- 2.4 Tune the 11g database and mid-tier so the performance is optimal for the applications.
- 2.5 Migration of up to 23 forms (7 data entry and 16 maintenance), 3 menus, 3 account search, 3 procedures and 16 reports of varying complexity including migration of obsolete / deprecated features that will be selected by the City.
- 2.6 Migration of up to 5 PL/SQL Libraries (PLLs) and 1 Object Library (OLB) including migration of obsolete / deprecated features.
- 2.7 To maintain or improve the current 'look and feel' in the upgraded application. Quality must be acceptable to the TXM project team.
- 2.8 Re-designing / Re-writing any feature in the modules selected for the POC that is not suited to the web-architecture to ensure that current application functionality is maintained. Preference will be to use JavaBeans and not Web-Util.
- 2.9 Convert 16 reports from the Post Script (PS) format to Portable Document Format (PDF). User should be able to preview and print the reports in pdf format.
- 2.10 Application security via Database Roles must be maintained.
- 2.11 Incorporate any changes required to maintain application functionality and database performance. Provide a report detailing the recommendations for any infrastructure changes and this report needs to be approved by the City prior to implementing these changes.
- 2.12 Complete all steps identified in the Detailed Technical Project Plan.
- 2.13 Performance of the deliverables in terms of response time should be similar or better than the existing application.
- 2.14 Prepare and deliver test results which details the work completed, findings, challenges, issues and how they were overcome or resolved.
- 2.15 Provide an Assessment Report on the Scope and Complexity of the TXM application as it would pertain to the full migration project going forward, detailing any issues, recommendations, assumptions or constraints on the implementation methodology.
- 2.16 Review and discuss the Assessment and Results Report with the project team and confirm the information. Present the "Production Ready" code to the TXM Migration Project team for User Acceptance Testing.

### 3.0 Phase 1 Evaluation: City Review and Determination of Next Steps

On completion of Phase 1, the City will evaluate the results of the Pilot project and the final reports as prepared by the vendor. The Phase 1 project must result in a high quality solution with minimal cost impact, efficient code and design that is suited to the web-architecture. The upgraded application shall continue to meet the current business functionality, security features, and performance levels and will maintain the same look and feel. Performance of the phase 1 deliverables in terms of response time should not be negatively impacted by this migration.

If the solution does not achieve the necessary results, the City may cancel the contract with the vendor. In this event, the City will proceed to complete the work at its sole discretion.

### 4.0 Phase 2: Full Migration Deliverables

- 4.1 Provide project management to ensure all deliverables are completed based on the agreed upon schedule. Provide schedule, high level and detailed technical plans including milestones, timelines, deliverables, tasks, task duration, resources allocated and roles and responsibilities.
- 4.2 Install, configure and tune the Oracle Weblogic Server and 11g Application Server on staging and production environments for TXM application.
- 4.3 Documentation on the requirements of the full migration, including any negative impacts to existing functionality based on the recommendations of the Phase 1.
- 4.4 Incorporate any changes required to maintain the application functionality and database performance.
- 4.5 Migrate all menus, forms, reports, procedures of varying complexity including migration of obsolete / deprecated features.
- 4.6 Convert the remaining reports from the Post Script (PS) format to Portable Document Format (PDF).
- 4.7 Re-design / Re-write any feature in any module that is not suited to the web thin-client architecture to ensure that current application functionality is maintained.
- 4.8 Printing to and from several sources: From forms, reports, directly to the printer, Redwood CRONACLE, generating a delimited or fixed width text file. All existing printing capabilities shall be maintained such as sending print jobs to specific trays based on the report paper size.
- 4.9 Re-design and re-develop CRON (shell scripts) in UNIX using mechanisms other than Windows Scheduled jobs. The current CRON interfaces utilize snapshots, bookmarks and

file transfers. Proposed solutions are to be reviewed and approved by the City's Technical Architect prior to development.

- 4.10 Integration with Cronacle application so both (Cronacle & TXM) can communicate with each other using web services.
- 4.11 Application security via Database Roles must be maintained.
- 4.12 Provide the configuration files for the mid-tier and work with the City's DBA to deploy the code and tune the application server for testing and production cutover.
- 4.13 Performance of the deliverables in terms of response time should be similar or better than the existing application.
- 4.14 Provide methodology and approach in performing unit, system/system and user acceptance testing (UAT). System and UAT will be performed by the city but based on the test cases provided by the vendor.
- 4.15 Perform load testing on the TXM application, including testing CRONACLE batch processing under the new technical environment and provide solutions to optimize performance based on the vendor's choice of tool. Load testing tools are to be supplied by the vendor at no additional cost to the City and can be removed at the end of the project.
- 4.16 Prepare a report that details the work completed, findings, challenges and issues, and how they were overcome or resolved.
- 4.17 Provide a code walk-through where any code changes or re-designing was required to suit the web thin-client architecture. The TXM Project Team to review and accept all work packages and results.
- 4.18 Provide training and knowledge transfer so that the TXM Support Team can successfully maintain and support the TXM System in the 11g architecture. The process of knowledge transfer shall consist of but not limited to the following:
  - (a) Provide installation, configuration, maintenance and support guides of all 3 tiers: Client, Application Server and Database, and any other middleware components necessary. TXM Project Team to review and accept written documentation detailing the configurations of the client, database and middle-tier.
  - (b) Provide training and information to the TXM Support Team by way of workshop, seminar or on the job training in advance of the implementation. Training should cover trouble-shooting and diagnosis of issues / problems on all 3 tiers, system performance tuning, coding of new features required to support the TXM architecture.



- 4.19 Provide installation guide and media to be deployed at other cities. The end user and other clients should not be able to access source code.
- 4.20 Implementation plan shall be prepared by the vendor in conjunction with the City's Project Leader. The consultants shall work with City Staff to complete the tasks required for implementation and production cut-over. The vendor shall be available on-site (at the offices of the City of Mississauga) during the cut-over and at least for the two weeks after go-live.
- 4.21 Provide recommendations on:
  - a) Optimization and right sizing the application in the 11g architecture.
  - b) Mechanism/tool to convert the help documents so that they can be integrated within the application as help menu files.

## **5.0 Job Scheduling Deliverables**

- 5.1 Functionality and User Interface of Job Scheduling Module
- 5.2 Accessibility to the System to login on user defined roles. Access system through Intranet using IE 7 & 8. Access system remotely through the City VPN.
- 5.3 User should be able to create, edit and delete tasks. User should be able to add parameters to the tasks.
- 5.4 User should be able to schedule jobs with date and time of execution. Ability to use parameters, re-start, re-submit, cancel, edit and kill a running job.
- 5.5 Ability to view the jobs and outputs which have been created. Ability to view status and maintain customized settings for each user.
- 5.6 Alert message should be sent through an email and log file should be created for technical failures.
- 5.7 Ability to process and print files and reports.
- 5.8 Ability to submit a job through TXM forms. User should be able to view status of job (part of monitoring) through forms.
- 5.9 Ability to purge obsolete historical records and their output
- 5.10 Migrate existing Cronacle v6 (JCS) jobs to the Job Scheduling Module in TXM System using Oracle 11g architecture and framework

**6.0 Warranty Period**

The vendor shall be responsible for any issues that may arise within the warranty period. Warranty period shall commence on the go-live day and will extend to 6 months after the go-live date.

## Rajesh Singh

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**From:** Asad Sultan  
**Sent:** 2011/07/11 1:02 PM  
**To:** Rajesh Singh; Rochard Beharry; Helen Chin-Donofrio; Carol Perry  
**Subject:** FW: TXM Property Tax Software - Upgrade of Software and Single Source Outsourcing of Work to DesTech Consulting Services Inc. and Vendor of Record Designation as a Subcontractor for Services Provided to Licensed Municipalities

It is official now!

Great job everyone!!

Thanks  
 Asad

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**From:** Sacha Smith  
**Sent:** 2011/07/11 12:10 PM  
**To:** Brenda Breault  
**Cc:** Asad Sultan  
**Subject:** TXM Property Tax Software - Upgrade of Software and Single Source Outsourcing of Work to DesTech Consulting Services Inc. and Vendor of Record Designation as a Subcontractor for Services Provided to Licensed Municipalities

This confirms that the above noted matter addressed in your Corporate Report dated June 22, 2011 was considered by General Committee at its meeting on June 29, 2011 and the following recommendation issued:

GC-0463-2011

1. That the Purchasing Agent be authorized to execute the necessary contracts with DesTech Consulting Services Inc. (DesTech) for the development, programming and other services required for the upgrade of TXM – Tax Manager Software totaling \$570,633 excluding taxes.
2. That DesTech Consulting Services Inc. be designated as a Vendor of Record to provide advisory and implementation services, as required, as a sub-contractor to the City Of Mississauga for any upgrade or implementation of TXM – Tax Manager Software being undertaken on behalf of a licensed municipality, where the costs are to be reimbursed to the City.

Subsequently, this recommendation was adopted by Council on July 6, 2011.

*Sacha Smith*

Legislative Coordinator  
 Office of the City Clerk  
 905-615-3200 ext. 4516





# Corporate Report

Clerk's Files

Originator's  
Files

GC-0011-2014

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**DATE:** December 19, 2013

**TO:** Chair and Members of General Committee  
Meeting Date: January 15, 2014

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

**SUBJECT:** **Licensing of TXM Tax Manager (Property Tax Software) to  
City of Pickering  
Procurement of Consulting Services from DesTech Consulting  
Services Inc. FA49.0634-13**

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- RECOMMENDATION:**
1. That the report of the Commissioner of Corporate Services and Chief Financial Officer dated December 19, 2013 and entitled Licensing of TXM Tax Manager (Property Tax Software) to City of Pickering and Procurement of Consulting Services from DesTech Consulting Services Inc. be received for information.
  2. That the Commissioner of Corporate Services and Chief Financial Officer be authorized to execute the necessary contracts with the City of Pickering to license, implement and support the TXM Property Tax software, in a form satisfactory to the City Solicitor.
  3. That the Purchasing Agent be authorized to execute the necessary contracts and agreements with DesTech Consulting Services Inc. to procure consulting services related to the implementation of TXM software in Pickering, in the amount

of \$169,520, excluding HST, to be funded by the City of Pickering, in a form satisfactory to the City Solicitor.

4. That the Purchasing Agent be authorized to execute the necessary contracts with DesTech Consulting Services Inc. for specialized programming, software and architecture design and testing assistance for the City's 2014/2015 TXM software improvement program which includes collections, e-billing, payments and assessment modules, not to exceed \$320,000, excluding HST for the period January 1, 2014 to December 31, 2015, in a form satisfactory to the City Solicitor.
5. That the Commissioner of Corporate Services and Chief Financial Officer be delegated authority to respond to bid requests from other Ontario municipalities for proposals to license, implement and support a property tax system with a TXM based solution.

**REPORT  
HIGHLIGHTS:**

- The City licenses its proprietary tax software, TXM Tax Manager to other municipalities.
- The City of Pickering has made an award to purchase TXM.
- Pickering will pay for implementation costs of \$269,664 excluding HST and an annual software support fee starting at \$48,000 per year.
- The implementation costs include the services of DesTech Consulting Services Inc.(DesTech) as a subcontractor to the City.
- The City has a TXM software improvement program for 2014/2015 that includes development of a collection module, electronic billing (e-post) and modifications to interfaces to payment processing and assessment roll.
- The City requires expertise from DesTech to complete portions of its 2014/2015 TXM software improvement program.
- Delegation of authority to the Commissioner of Corporate Services and Chief Financial Officer is required if the City is to submit proposals on a timely basis to other municipalities who issue proposal calls for a property tax system.

**BACKGROUND:**

TXM is software developed and owned by the City of Mississauga for the billing and collection of property taxes. The software was implemented in 1998. The City has licensed TXM to 3 municipalities – Brampton, Markham and Richmond Hill – and received revenue in 2013 of \$481,854 from these municipalities. TXM is managed by an in-house IT Support Team which provides application support to the City and the licensed municipalities.

The City was approached by the City of Pickering to license TXM to replace their existing property tax software. Staff worked with Pickering staff to determine the effort required to migrate Pickering to TXM and the cost to Pickering to do so. As a result of these discussions, on December 12, 2013, Pickering Council awarded a contract “for the City’s new Property Tax Software, including licence and implementation, to the Corporation of the City of Mississauga, on terms satisfactory to the Treasurer and to the Director, Corporate Services & City Solicitor”. The amount of the award was \$269,664 excluding HST. It is anticipated that Pickering will go live for the 2015 property tax year.

The purpose of this report is to obtain Council’s approval to negotiate and enter into an agreement with the City of Pickering, to update Council on the use of DesTech Consulting Services Inc. (DesTech) as a subcontractor to the City of Mississauga to provide implementation services to Pickering, to update Council on the 2014/2015 TXM work plan, to request assistance from DesTech in completing the 2014/2015 work plan, and to participate in future proposal requests from other cities for property tax software.

**COMMENTS:**License of TXM Software to City of Pickering

The City has a licensing and a service level agreement with each of the three municipalities that have licensed TXM. These will provide the basis for a Pickering agreement. The City will provide Pickering with a term, non-exclusive, enterprise-wide, non-transferable license for one production database and one test database. Although the City does not charge for the license, the term of use is contingent on the annual payment of the software maintenance and support fee, currently \$1.59 per tax account. This equates to approximately

\$48,000 per year and will grow as Pickering develops. The support agreement requires Pickering to provide first line support and Mississauga will be contacted only if Pickering cannot resolve the problem. TXM currently logs approximately 300 support calls per year between the City and the other municipalities. We anticipate only a minimal increase in the number of support calls and do not require additional support staff to manage an additional customer.

#### Implementation of TXM Software in Pickering

While TXM is proven software, there is customization built into the system to allow municipal users to adapt it to the manner in which they carry on business and to reflect the needs of each individual municipality. Most of the work required by City staff will be to set up this customization, to provide project management expertise and to train Pickering staff on use of TXM. In addition, their existing tax database of properties, billings and collections must be converted and transferred to TXM. The City requires the expertise of DesTech for this work. The award amount of \$269,664 excluding HST will reimburse the City for all staff time and costs and for the sub-contracting of the conversion work to DesTech. At their meeting of July 6, 2011, Council approved the following recommendation: (GC-0463-2011). That DesTech Consulting Services Inc. be designated as a Vendor of Record to provide advisory and implementation services, as required, as a sub-contractor to the City of Mississauga for any upgrade or implementation of TXM – Tax Manager Software being undertaken on behalf of a licensed municipality, where the costs are to be reimbursed to the City.

#### 2014/2015 TXM Software Improvement Program

Staff develop new modules and update and improve TXM incrementally each year. The 2014/2015 TXM Software Improvement Program includes the following:

- Collections module – automates tax collection activities including the tax sale process;
- E-billing – allows electronic bills to be sent out via Canada Post's e-post service;
- Modifications to payments processing module to accommodate changes made by outsourced payment processing vendor Intria;

- Modifications to assessment module to accommodate changes made by MPAC to assessment roll.

While City staff have project management, program and quality assurance expertise, there is some programming, software and architecture design and testing work where outside assistance is required. Staff propose to use the resources of DesTech to assist where staff do not have the required level of expertise. A statement of work cannot be drafted at this time because the needs analysis and detailed project plan is not complete. Staff will minimize the use of DesTech and this work will not exceed \$320,000, excluding HST. Funding has been included in the approved capital budget for these projects. DesTech worked with City staff on TXM development between 1996 and 2004 and in 2011 and 2012 to upgrade TXM and has the knowledge of the system and the expertise required to support the work plan. It will also be cost effective to use DesTech given the parallel work to implement TXM in Pickering. The Purchasing By-law 374-06, as amended provides the authority to sole source an acquisition where the solicitation of competitive Bids would not be economical to the City.

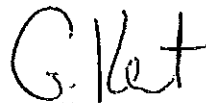
#### Responding to Future Procurements/RFPs

Purchasing by-laws for municipalities contemplate the purchase of goods and services from private corporations or individuals. They rarely recognize that municipalities have a product or service which can meet a need in another municipality. When municipalities decide they wish to purchase a new tax system, they will often issue a request for proposal (RFP) with no recognition that a municipality will bid. In many cases this means that bidders are required to submit irrevocable bids. If a bidder does not submit an irrevocable bid, their bid could be rejected by the purchaser for material non-compliance with the bid requirements. Staff propose that the Commissioner of Corporate Services and CFO be delegated the authority to bind the City when submitting a proposal for a property tax system. This would allow the City to be responsive to proposal calls within the short three week period that most municipalities provide before the call close.



**FINANCIAL IMPACT:** Funding for implementation of TXM in Pickering will be reimbursed by the City of Pickering. Revenue will be received from the City of Pickering starting at approximately \$48,000 per year. Funding for the TXM 2014/2015 Software Improvement Program is available in the approved capital budget.

**CONCLUSION:** The City of Pickering wishes to license and procure implementation and support for TXM Tax Manager, the City's proprietary property tax software. Pickering will reimburse the City for the implementation and support costs and will pay the City an annual fee for ongoing support. This will increase the number of municipalities that use the TXM software to four. The City will need to procure services from DesTech Consulting Services Inc. for data conversion and system integration which will be reimbursed by Pickering. The City will also require some expertise from DesTech to complete its 2014/2015 Software Improvement Program. Staff propose that Council delegate authority to submit bid proposals to Ontario municipalities requesting proposals for property tax software.



Gary Kent

Commissioner of Corporate Services and Chief Financial Officer

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

**From:** Jeff Jackson  
**To:** Lucy Tersigni; Carol Perry; Stan Hankowski; Rochard Beharry; Connie Mesih; Bela Freitas; Shawn Slack; Frank Lee  
**Subject:** FW: Licensing of TXM Tax Manager (Property Tax Software) To City of Pickering – Procurement of Consulting Services from DesTech Consulting Services Inc. FA49.0634-13  
**Date:** 2014/01/24 1:40:44 PM

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**From:** Sacha Smith  
**Sent:** 2014/01/24 1:04 PM  
**To:** Gary Kent  
**Cc:** Jeff Jackson  
**Subject:** Licensing of TXM Tax Manager (Property Tax Software) To City of Pickering – Procurement of Consulting Services from DesTech Consulting Services Inc. FA49.0634-13

This confirms that the above noted matter addressed in your Corporate Report dated December 19, 2013 was considered by General Committee at its meeting on January 15, 2014 and the following recommendation issued:

GC-0011-2014

1. That the report of the Commissioner of Corporate Services and Chief Financial Officer dated December 19, 2013 and entitled Licensing of TXM Tax Manager (Property Tax Software) to City of Pickering and Procurement of Consulting Services from DesTech Consulting Services Inc. be received for information.
2. That the Commissioner of Corporate Services and Chief Financial Officer be authorized to execute the necessary contracts with the City of Pickering to license, implement and support the TXM Property Tax software, in a form satisfactory to the City Solicitor.
3. That the Purchasing Agent be authorized to execute the necessary contracts and agreements with DesTech Consulting Services Inc. to procure consulting services related to the implementation of TXM software in Pickering, in the amount of \$169,520, excluding HST, to be funded by the City of Pickering, in a form satisfactory to the City Solicitor.
4. That the Purchasing Agent be authorized to execute the necessary contracts with DesTech Consulting Services Inc. for specialized programming, software and architecture design and testing assistance for the City's 2014/2015 TXM software improvement program which includes collections, e-billing, payments and assessment modules, not to exceed \$320,000, excluding HST for the period January 1, 2014 to December 31, 2015, in a form satisfactory to the City Solicitor.
5. That the Commissioner of Corporate Services and Chief Financial Officer be delegated authority to respond to bid requests from other Ontario municipalities for proposals to license, implement and support a property tax system with a TXM based solution.

Subsequently, this recommendation was adopted by Council on January 22, 2014.

*Sacha Smith*

Team Leader - Legislative Coordinator

## **Statement of Work – Professional and Consulting Services for TXM and MAX Applications**

The following outlines the professional and consulting services at a high level that will be negotiated with DesTech Consulting Services and staff from Materiel Management, Legal Services and Information Technology as part of establishing the contract and pricing model.

### Upgrade TXM and MAX applications to Oracle 12c Platform

Oracle Corporation has announced that the support for the application development platform used for TXM and MAX applications is scheduled to end as of December 2017. In order to remain on a current platform, TXM and MAX applications will need to be upgraded to the Oracle 12c platform.

TXM and MAX applications are designed based on 3-tier architecture and all tiers will need to be upgraded to the Oracle 12c platform.

1. Back-end – Oracle Database
2. Middleware – Oracle WebLogic Application Servers
3. Front-end – Oracle Forms and Reports

The upgrade project for TXM and MAX Applications is scheduled to commence in January 2017 and extend until December 2017. The teams will require assistance from DesTech Consulting Services to complete the upgrade while continuing to work on supporting the applications and work requests.

As TXM application is licensed to other municipalities, TXM team will also require assistance from DesTech to implement the upgraded version of the application in the client municipalities.

Oracle 12c Platform has introduced many new features that can be introduced in the TXM and MAX applications. The following lists some of the new features –

1. New browser-less client configuration
2. Productivity improvement for application development
3. Customizable runtime colour schemes
4. New and improved security features
5. Improved integration for Single Sign-on
6. Improved diagnostic features for troubleshooting
7. Support for new Java versions
8. Support for new operating systems

The new features and enhancements offer the ability to not only freshen up the appearance of the application but also greatly improve performance and make the administration easier.

Taking advantages of these new features will help to enhance and modernize the TXM and MAX applications.

Support will be required from DesTech Consulting Services for the following upgrade tasks for TXM and MAX applications:

1. Set-up of the Oracle 12c Middleware Weblogic servers
2. Set-up and configuration of application development toolset
3. Application configurations as related to Oracle 12c platform for TXM and MAX applications
4. Modifications and enhancements to the front end Forms and Reports to take advantage of the new features introduced in Oracle 12c
5. Assistance with testing and load testing TXM and MAX applications on the new platform
6. Training TXM and MAX team members on the Oracle 12c Middleware Weblogic Platform and application development toolsets to enable them to support the environments
7. Assistance with implementation and set-up of upgraded TXM application for client municipalities

#### On-going Maintenance, Special Projects and Work Requests for TXM and MAX applications

The TXM and MAX teams are responsible for the on-going support and maintenance of the infrastructure for the TXM and MAX applications. The City does not have any other resources outside these teams that could be used as a second level of support for this infrastructure especially for the middleware and front-end application development tools. In order to reduce any application down-time, the teams may require immediate second level support assistance from DesTech Consulting Services to rectify the issue.

Based on existing workloads, the TXM and MAX teams may need to be augmented on a short term basis for special projects and work requests that have legislated time frames for implementation or are using technology for which the teams do not have the expertise. Support will be required from DesTech Consulting Services for the following tasks:

1. Review of business need and development of requirements
2. Solution design and documentation
3. Development of the modules in TXM / MAX applications
4. Testing all changes and leading User Acceptance Testing
5. Provide Training on all changes
6. Project Management

### New implementations for TXM Application and Client Requests for custom modifications and enhancements for TXM

The TXM application may be licensed to municipalities as a Commercial Off The Shelf, fully functional and production ready Property Taxation Solution.

As the Vendor of Record to provide advisory and implementation services as a sub-contractor to the City of Mississauga for any upgrade or implementation of TXM being undertaken on behalf of a licensed municipality, DesTech will support Mississauga in the implementation and configuration of the TXM platform including Database, Hardware, Middleware, and Application.

A summary of the support required from DesTech includes:

1. Project Initiation
  - Project Management and Business Analyst support for project kickoff, existing business process reviews, creation of a detailed project plan and analysis of existing data
2. TXM Environment Set Up
  - Install and configure databases and Weblogic servers
3. Data Conversion
  - Data mapping between existing system and TXM, data conversion, data corrections and documentation
4. TXM Interfaces
  - Establish the TXM integrations for Preauthorized Tax Payments, General Ledgers and Accounts Payable
5. TXM File Loads and or File Generations
  - Configuration of Billing Generation Files, payment load files, and Year-End, Supplemental and OPTA File Loads
6. TXM Customizations and Set Up
  - Printer set ups, TXM customizations for cheque/banking OCR lines, TXM Business process and operational configurations
7. User Training
  - Assist and provide user training for all aspects of the TXM platform
8. Testing
  - Test all aspects of the TXM Platform
  - Provide support for User Acceptance Testing
9. Post Implementation Support
10. Project Management of Implementation tasks

In addition to the implementation and configuration of the TXM platform, a municipality may request specific enhancements to the TXM application to better align to their business needs.

City of Mississauga

# Corporate Report



Date: 2016/09/15

To: Chair and Members of General Committee

From: Gary Kent, Commissioner of Corporate Services and  
Chief Financial Officer

Originator's files:

Meeting date:  
2016/10/05

## Subject

**Single Source Recommendation for Oracle Corporation Canada Inc.**

**Contract amendment and extension.**

**File Ref: Procurement FA.49.628-16**

## Recommendation

1. That Oracle Corporation Canada Inc. continue to be designated as a City Standard Vendor for the supply of Oracle application, database, development software and Oracle hardware including maintenance and support and any future system expansions and related services.
2. That the Purchasing agent be authorized to adopt the Oracle License and Services Agreement for Ontario Provincially Funded Organizations (PFO) available to the Broader Public Sector (BPS) through the Ministry of Government Services and execute the necessary contracts and all related ancillary documents with Oracle Corporation Canada Inc. for the term specified in the Ontario Master Agreement CA-OLSA-V080108\_PFO\_ORACLE.
3. That the Purchasing Agent be authorized to negotiate and issue contract amendments to add new technology and increase the value of the contract, where necessary, to accommodate growth and future expansion, as required, where such amount(s) is approved in the budget.

## Background

In December of 1992 (as per GC-0354-92) Council approved the original award for provision of Relational Database Management Systems to Oracle Corporation Canada Inc. (Oracle) based on a RFP process. At that time, Oracle was also approved to be the City's vendor of record (VOR) for any or all future requirements.

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In 2000, the Ontario Government established the Broader Public Sector (BPS) – MBS agreement with Oracle based on negotiated pricing for Oracle products which the public sector can take advantage of. The BPS agreement provides discounts based on the total purchase of products covered by the agreement.

The City has been participating under this program and purchasing Oracle products under this agreement SA-2989 (original contract number 46-4564) as we are receiving advantageous pricing. The City has been utilizing Oracle Database Software since 1992 and the Oracle Development Software since 1996.

Tax Manager (TXM) and Mississauga Approvals Xpress (MAX) Applications are in-house developed and supported applications and are critical from a functionality perspective for the billing and collection of property taxes (TXM) and for Land Development Services (MAX). Intellectual Property for these applications belongs solely to the City of Mississauga. TXM is a software application developed and owned by the City of Mississauga for the billing and collection of property taxes. The software was implemented in 1998 and is licensed to four municipalities (Brampton, Markham, Richmond Hill and Pickering).

MAX is an in-house developed and supported software application owned by the City of Mississauga for processing and approvals of Land Development Services applications. ePlanning & Building services, hosted on the City's portal, and ePlans (Electronic Plan Review and Submission) are extensions of the MAX Application and are integrated with MAX on a real-time basis.

TXM and MAX are web-based applications on an Oracle platform, utilizing Oracle Forms and Reports, WebLogic middleware and backend databases.

Infor Public Sector, formerly known as Hansen is the City of Mississauga's enterprise software application for CRM, asset management, work management, permits, and licensing. Infor is used to manage City Operations by providing comprehensive Asset databases (Parks, Roads, Sewers, Buildings, etc.) and the sub-assets of those (like playgrounds, sports fields, lighting, and building systems etc.) and managing the life to date work performed against those assets, critical costing information for labour, equipment, materials used, etc. is also recorded in Infor.

Service Requests from Mississauga residents are recorded in the CRM module by the 3-1-1 Citizen Contact Centre and through Mississauga.ca portal. There are five (5) custom applications in-house developed using Oracle development tools to specifically support Infor user needs.

Vehicle and Business Licensing Management System is used to manage all licensing related to the Taxi Industry and also the businesses within the City. Some of the other applications currently using Oracle Databases are Traffic Data Management, Parking Control, Geomatics, Staff Directory, Notification Mailing List and Non-Sufficient Funds.

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## Comments

This report provides Council with an update, to confirm that Oracle products continue to represent the City Standard for Relational Database Management Systems, Development and Application software and to extend the vendor of record designation based on the Ontario Government Broader Public Sector (BPS) Agreement. in accordance with the Purchasing By-law #374-06 Schedule

### Purchasing By-law Authorization

The recommendation in this report is made in accordance with Schedule A of the Purchasing By-law #374-06, items 1 (b) (vi) which states that “It is advantageous to the City to acquire the Goods or Services from a supplier pursuant to the procurement process conducted by another Public Body”; and (xi) which states that a single source procurement method may be applied when, “A need exists for compatibility with, or for the maintenance and support of a City Standard and there are no reasonable alternatives, substitutes, or accommodations”.

Information Technology, Legal Services and Materiel Management staff will collaborate to establish the detailed requirements, negotiate the final arrangements and prepare the requisite forms including contract agreements.

## Financial Impact

Information Technology establishes their Capital requests on an annual basis based on business application requests, along with the operating budget that reflects yearly maintenance and new purchases of the Oracle application, database, development software and Oracle hardware to be purchased. The City’s total estimated expenditure is \$2,500,000 for the period starting October 1, 2016 through to March 31, 2021 with \$1,500,000 for operating and \$1,000,000 for capital expenditure

## Conclusion

This report provides Council with an update, to confirm that Oracle products continue to represent the City standard for Relational Database Management Systems, Development and Application software. It would be advantageous for the City to extend the vendor of record designation to Oracle and continue to enter into a contract with Oracle based on the Ontario Government Broader Public Sector (BPS) Agreement in accordance with the Purchasing By-law #374-06 Schedule A item (b) (vi) which states that “It is advantageous to the City to acquire the Goods or Services from a supplier pursuant to the procurement process conducted by another Public Body”



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## Attachment

Appendix 1: Oracle License and services agreement for Ontario Provincially funded organizations



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Gary Kent, Commissioner of Corporate Services and Chief Financial Officer

Prepared by: Amir Bestawros, Program Manager IT

## Appendix 1

# ORACLE LICENSE AND SERVICES AGREEMENT FOR ONTARIO PROVINCIALY FUNDED ORGANIZATIONS

CA-OLSA-V080108\_PFO\_ORACLE



## ORACLE LICENSE AND SERVICES AGREEMENT FOR ONTARIO PROVINCIALLY FUNDED ORGANIZATIONS

### A. Agreement Framework

#### 1. Definitions

**"Agreement"** means the Master Agreement (defined below) and the ordering document entered into by you (as defined below);

**"Ancillary Programs"** refers to third party materials as specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered;

**"Master Agreement"** means this agreement (including any and all of the attached schedules as amended, and any documents incorporated by reference therein) executed by you;

**"Minister (MGCS)"** means the Minister of Government and Consumer Services, or any other person authorized to act on behalf of the Ministry of Government and Consumer Services.

**"Ministry"** means a ministry of the Province of Ontario over which a minister of the Crown, as appointed by the Lieutenant Governor under the Executive Council Act, R.S.O. 1990, c. E.25, presides;

**"MGCS"** means the Ministry of Government and Consumer Services;

**"Ontario"** means her Majesty the Queen in Right of Ontario;

**"OPS Entity"** means an entity listed on MGCS' Internet site <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bpsdef.html>. The list of entities may be amended from time to time at the sole discretion of MGCS;

**"Programs"** refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support;

**"Program Documentation"** refers to the program user manual and program installation manuals;

**"Provincially Funded Organization" or "PFO"** means (i) any agency, board or commission of the Province of Ontario as outlined in the website at <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/english/bpsdef.html>; (ii) any entity described under the heading "Broader Public Sector" on Ontario's Internet site at <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/english/bpsdef.html>, as amended from time to time at the sole discretion of MGCS; or, (iii) any entity Oracle and MGCS may agree to in writing; but excludes any OPS Entity;

**"You" and "Your"** means solely the PFO that entered into this Master Agreement, and shall not mean Ontario or any Ministry or any OPS Entity.

#### 2. Scope

THE SCOPE OF THIS AGREEMENT IS LIMITED TO ANY PROGRAMS AND SERVICES COVERED BY AN ORDERING DOCUMENT ENTERED INTO BY YOU AND ORACLE THAT REFERENCES THIS MASTER AGREEMENT. THIS MASTER AGREEMENT DOES NOT SUPERCEDE ANY PRIOR AGREEMENTS OR CURRENT ORDERS BETWEEN THE PARTIES; ALL SUCH AGREEMENTS AND ORDERS SHALL CONTINUE TO BE GOVERNED BY THEIR CURRENT TERMS. THE TERM "SERVICES" REFERS TO ANY SERVICES PURCHASED UNDER AN ORDERING DOCUMENT AND EXPRESSLY EXCLUDES HOSTED/OUTSOURCING SERVICES. Oracle shall not provide remote access support services under this agreement, unless authorized in writing by you.

Oracle and you acknowledge and agree that you may during the Order Placement Period (as defined below ) execute ordering documents that incorporate by reference the terms and conditions of this Master Agreement with respect to the products, programs and services designated in Section B (Applicability of Agreement).

#### **B. Applicability of Agreement**

From the effective date of this Master Agreement until 31 March 2021 (the "Order Placement Period"), you may place orders under the terms of this Master Agreement and such orders must reference this Master Agreement as CA-OLSA-V080108\_PFO\_ORACLE {insert customer number}.

The expiration or natural termination of the Order Placement Period shall not affect or terminate any ordering document then in effect and the terms of this Master Agreement shall continue to apply to any such ordering document as if not expired or terminated, unless such ordering document is terminated in accordance with the terms of the agreement.

#### **C. Rights Granted**

Upon Oracle's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations (which may include providing services to other governmental entities such as to the PFOs) and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may not however relicense, rent or lease the programs or use the programs for third-party training, commercial time sharing or commercial service bureau use. You may configure a program, populate its fields and interface it with other programs in accordance with such program's program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. If accepted, Oracle will notify you and this notice will include a copy of your agreement. Program documentation is delivered with the programs, or you may access the documentation online at <http://oracle.com/contracts>. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section H of this agreement). Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual limited right to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms provided and specified in the ordering document.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

You may transfer a program from one computer to another subject to such program's license metric and the terms of this agreement, all applicable ordering documents and such program's documentation, provided that your use of such program shall not exceed the quantity and license metric that you are licensed for under this agreement.

Upon prior written notice to Oracle, the following license transfers are permitted under this agreement, at no cost to you, unless the license type specifically prohibits such a transfer:

- (a) you may transfer programs internally within its own entity;
- (b) If you are subject to a governmental reorganization or otherwise mandated by your governing body to convey any of your specific functions to another governmental entity, the programs used to support the conveyed functions may be transferred to the entity acquiring the transferred functions. As the transferor, you must discontinue its use of the transferred programs; and,
- (c) If you merge with another governmental entity, the programs acquired may be used by the merged entity.

Nothing in paragraph above shall be deemed to relieve you as transferor or then as transferee entity of the obligation to use the programs in accordance with the terms and conditions of this agreement and all applicable ordering documents placed hereunder, including, without limitation, limiting usage of the programs to the quantity and license type for which such software is licensed. The transfer rights set forth in this section apply to standard metrics only (not ULA's nor enterprise agreements).

#### **D. Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. You may make a

sufficient number of copies of each program for your licensed use including one copy of each program media, one archival and one backup copy (excluding failover or standby).

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired or under this Agreement);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs); nor,
- disclose results of any program benchmark tests without Oracle's prior written consent.

#### **E. Warranties, Disclaimers and Exclusive Remedies**

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants to you that services ordered will be provided in a professional manner, consistent with the terms of this agreement, industry standards, and any documentation (including Oracle policies) provided or made available to you by Oracle. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the defective services. In addition, Oracle warrants that tapes, diskettes or other media ("Media") used in the provision of programs and services to you shall be free of defects in materials and workmanship under normal use for 180 days from the date of delivery of such Media to you.

As of the effective date of the ordering document under which the programs are purchased, the programs do not contain any clock, timer, counter or other limiting or disabling code, design or routine that would cause any of the programs to be made inoperable or otherwise rendered incapable of performing in accordance with the program documentation ("Disabling Devices"). In the event Oracle introduces any Disabling Devices into future releases of its programs, it shall provide notification in its documentation or in the same manner Oracle notifies other supported customers. You must notify Oracle of any breach of the warranty set forth in this paragraph within one year after delivery of the applicable program.

**ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

**FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.** Notwithstanding anything to the contrary in this agreement, your exclusive remedy and Oracle's entire liability with respect to defective Media shall be the replacement of such defective Media, provided it is returned to Oracle within the applicable warranty period.

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### **F. Trial Programs**

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

### **G. Indemnification**

If a third party makes a claim against you, your directors, officers, and/or employees that any information, design, specification, instruction, software, data or material ("Material") furnished by Oracle, and used by you, your directors, officers, and/or employees infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend you, your directors, officers, and/or employees against the claim and indemnify you, your directors, officers, and/or employees from the damages, liabilities, cost and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- to the extent permitted by law, give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and assistance Oracle needs to defend against or settle the claim.

For the sake of clarification, use of the word 'infringes' shall include any right to use the Material in accordance with the terms of this agreement that may terminate due to Oracle's breach of a license agreement.

Your failure to notify Oracle within such 30 day period or sooner if required by law as noted above, shall not relieve Oracle of its obligation to indemnify you, your directors, officers, and/or employees under this paragraph unless Oracle's defense of such claim is materially prejudiced by such failure.

If Oracle believes or it is determined that any of the Material may have violated a third party's intellectual property rights, Oracle may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for, and require return of, the applicable Material and refund any fees you may have paid for it and any unused, prepaid technical support fees you have paid for the license. Oracle will not indemnify you, your directors, officers, and/or employees if you, your directors, officers, and/or employees alter the Material or use it outside the scope of use identified in Oracle's user documentation or if you, your directors, officers, and/or employees use a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to you. Oracle will not indemnify you, your directors, officers, and/or employees to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. This section provides the exclusive remedy for you, your directors, officers, and/or employees any infringement claims or damages. For the purposes of this Section G (Indemnification), Oracle is the provider with respect to any ancillary programs or programs, as defined in Section A (Agreement Definitions) of this agreement above, licensed to you by Oracle under this agreement.

Solely with respect to separately licensed third party technology that is part of an Oracle program, and that is used: (i) in unmodified form; (ii) as part of the applicable Oracle program; and (iii) in accordance with the license grant for the relevant Oracle program and all other terms and conditions of this agreement, Oracle will indemnify you for infringement claims for separately licensed third party technology to the same extent as Oracle is required to provide infringement indemnification for the Oracle program under the terms of this agreement.

Oracle will indemnify and hold harmless you, your directors, officers, and/or employees from and against any losses, claims, damages, actions, causes of action, costs and expenses that you, your directors, officers, and/or employees or its employees may sustain, incur, suffer or be put to at any time or times for bodily injury and/or property damage resulting from or based upon or arising out of anything done or omitted to be done intentionally or negligently by Oracle or by any of Oracle's agents, employees, officers, directors or subcontractors in connection with this agreement, provided however that the obligations set out in the three bullets under the first paragraph of heading "G: Indemnification" are complied with by you. As used in this Section, the term "property" shall not include software, documentation, data or data files. Oracle shall have no liability for any claim of bodily injury and/or property damage arising from use of software. This paragraph states entire liability and exclusive remedy for bodily injury and property damage for you, your directors, officers, and/or employees and Oracle.

### **H. Technical Support**

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. A current version of Oracle's



technical support policies, which are subject to change, are attached hereto as Schedule 1.

Notwithstanding anything to the contrary in the sixth sentence of the Rights Granted section and the third and fourth sentences of the first paragraph of the Technical Support section, if there is a conflict between the Oracle technical support policies referenced in those sections of this agreement and the Indemnification, Nondisclosure, or Limitation of Liability section of this agreement, the Indemnification, Nondisclosure, or Limitation of Liability section as applicable shall take precedence.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order.

Technical Support, also referred to as Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS"), acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs and provided such renewal is made pursuant to an ordering document submitted to Oracle by the first day following the end of the last applicable SULS coverage period, then for the first, second, third, fourth and fifth renewal years the fee for SULS will not increase by more than 2% over the prior year's fees. In addition, for the first, second, third, fourth and fifth years of this agreement, the fee for SULS for all other programs licensed by you under any other agreement, will not increase by more than 2% over the prior year's fees, provided all renewals are made pursuant to an ordering document submitted to Oracle by the first day following the end of the last applicable SULS coverage period. If an ordering document is not submitted to Oracle by the first day following the end of the last applicable SULS coverage period for a program licensed by you under this agreement or under any other agreement, then for the first, second, third, fourth and fifth renewal years, the fees for SULS will not increase by more than 4% over the prior year's fees.

Oracle technical support fees are currently calculated at 22% of the list license fee for the applicable program and are discounted commensurately with the license fees. For perpetual program licenses technical support fees are equivalent to 22% of the net license fees payable. For term program licenses technical support fees are calculated as set forth in Oracle's price lists.

If you decide to purchase technical support for any license within a license set on a single order, you are required to purchase technical support at the same level for all licenses within that license set on that order. You may desupport a subset of licenses in a license set on a single order only if you agree to terminate that subset of licenses on that order. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Despite the foregoing, should you inadvertently fail to renew SULS within a given 12 month period Oracle would consider waiving the reinstatement fees provided you submit a purchase order for such renewal, inclusive of the annual uplift, with such renewal commencing as of the first day following the end of the last SULS coverage period.

## **I. End of Agreement**

If you or Oracle breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle ends the Master Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services received related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the Master Agreement, Oracle may end your unlicensed (unpaid and/or excessive) use of the programs and/or services ordered; Oracle will not end your licensed, paid use of the programs and/or services ordered without an order from a court of competent jurisdiction. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services for which you have not paid the applicable fees and that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, confidentiality, licensed programs and others which by their nature are intended to survive.

You may immediately terminate the agreement upon giving notice to Oracle where Oracle is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of Oracle's insolvency. These rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

## J. Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date (the "Payment Period"). You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Any expenses incurred by Oracle related to the services or deliverables Oracle provides will not be reimbursed unless such expenses are pre-approved by you in writing, and only then in accordance with your approved rates. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

Notwithstanding any other provision of this agreement:

- all fees payable are due in Canadian funds;
- in advance of entering into an ordering document, you shall notify Oracle in writing if the goods and services described in the Master Agreement and ordered by you are required for the use of the Crown in right of Ontario and are therefore not subject to the federal Goods and Services Tax;

**GST and HST.** Canada and Ontario have entered into a Comprehensive Integrated Tax Coordination Agreement whereby Ontario has agreed to pay harmonized sales tax (HST) on its purchases. For deliverables provided on or after July 1, 2010, Oracle shall invoice and collect HST from you for the deliverables in accordance with the provisions of the Excise Tax Act, R.S.C. 1985, c.E-15, as amended or replaced from time to time;

- your obligation to pay money to Oracle may be subject to the *Financial Administration Act* (Ontario), which makes that obligation subject to an appropriation being available in the fiscal year in which the payment comes due, and Treasury Board (as defined in the *Financial Administration Act* (Ontario) not having controlled or limited the expenditure of any appropriation referred herein; and
- if a payment is in arrears through no fault of Oracle, the interest charged by Oracle, if any, for any late payment shall not exceed the pre-judgment interest rate established under section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C45, in effect on the date that the payment went into arrears.

Notwithstanding anything else in the agreement or any ordering document, any express or implied reference to you providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Province of Ontario, save and except for any obligation to make payment for any goods or services under this agreement, whether at the time of execution of the agreement or at any time during the term of the agreement, shall be void and of no legal effect.

## Purchasing Card

You may make payments under the agreement by way of Purchasing Card and Oracle shall accept and process any such payments in accordance with Purchasing Card Protocols up to a maximum amount of CDN\$5,000.00 (Five Thousand Dollars Canadian).

"Purchasing Card" means the corporate charge card(s) used by you, as may be changed from time to time.

"Purchasing Card Protocols" means the manner in which Oracle is required to process any payments under the agreement that you elect to make by way of Purchasing Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated name of the entity that issues the ordering document, the expiry date, the GST exemption number and the employee's authorization; (b) contact the financial institution identified on the Purchasing Card each time the Purchasing Card is used for payment; (c) receive payment from the financial institution named on the Purchasing Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Purchasing Card, including the financial institution's charges for payment through the Purchasing Card.

## K. Nondisclosure

By virtue of this agreement, you and Oracle may have access to information that is confidential to one another ("confidential information"). Confidential information shall be limited to: the terms and pricing under this agreement, any records or data stored in your computers, any of your financial information, any information regarding your customers, proprietary computer or system architecture that is unique to you, and any other information clearly identified as confidential at the time of disclosure. Confidential information includes Personal Information. Each party shall use the confidential information of another party solely for the purposes of performing its obligations or exercising its rights under this agreement. Oracle shall have in place a confidentiality policy governing all its employees and agents who shall be required to protect your confidential information on substantially the same terms as those applicable to Oracle hereunder.

Confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party



either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; (d) is independently developed by the receiving party; or (e) must be disclosed by law including, without limitation, FIPPA (as defined at Section O.6) provided that, to the extent permitted by law, the disclosing party is provided with notice and a commercially reasonable opportunity to object to the disclosure. The foregoing exceptions do not apply to Personal Information.

We each agree to hold each other's confidential information in confidence for a period of six years from the date of disclosure. Following such six (6) year period, each party shall dispose of all confidential information it has received in accordance with its then current internal document retention policies. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent any party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or provincial governmental entity as required by law. Notwithstanding any other provision herein, any Personal Information provided under this agreement shall have an unlimited term of confidentiality.

#### **L. Entire Agreement**

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

#### **M. Limitation of Liability**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT FOR ORACLE'S OBLIGATION TO INDEMNIFY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT UNDER SECTION G, ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR AN ORDERING DOCUMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE THE TOTAL OF ALL FEES PAID TO ORACLE FOR ALL GOODS AND/OR SERVICES UNDER THIS AGREEMENT BY YOU; AND, IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY ARISING OUT OF OR RELATED TO AN ORDERING DOCUMENT SHALL BE THE TOTAL OF ALL FEES PAID TO ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.**

#### **N. Export**

Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

#### **O. Other**

1. This agreement is governed by the laws of the Province of Ontario and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Toronto, Ontario in any dispute arising out of or relating to this agreement. You and Oracle have agreed that this agreement be drafted in English. Vous et Oracle avez convenu que ce contrat soit rédigé en anglais.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle Canada ULC, 100 Milverton Drive Mississauga, Ontario L5R 4H1, Attention: General Counsel, Legal Department.
3. Except as expressly provided for in Section C, you may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by a party more than two years after the cause of action has accrued, unless otherwise specified in the *Limitation Act* (Ontario):

5. (i) Upon forty-five (45) days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

(ii) Notwithstanding subsection (5)(i) above, provided that you maintain records, conduct a self-audit on an annual basis and provide annual certification to Oracle evidencing that your use of the programs is in accordance with the terms and conditions of the agreement and any applicable ordering document(s), Oracle will not audit your use of the programs acquired under this agreement. You agree that on an annual basis, your Chief Information Officer (or equivalent) will submit a written certification to Oracle that (a) your use of the program is, and has been, since licensing the programs under the terms of this agreement, in compliance with the terms and conditions of the agreement and all applicable ordering documents, and (b) your use of the programs shall continue to be in compliance with such terms and conditions. In addition, you agree that if your usage of a program exceeds the quantity and/or license type for which such program is licensed, you shall promptly acquire from Oracle the necessary quantity of program licenses for such additional usage at Oracle's then current list price. Nothing in this section shall be deemed to relieve you of the obligations to use a program in accordance with the quantity and licenses type for which the program is licensed, or to allow you to use technical support acquired for a program license to support another program license. You agree that Oracle shall not be responsible for any of your costs incurred in complying with this subsection O(5ii).

## 6. FIPPA

In this agreement, the following terms have the following meanings:

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31.

"Personal Information" has the meaning given to it in FIPPA.

Oracle acknowledges that certain confidential information held by you or in the custody or under your control may be governed by FIPPA. Oracle shall:

(i) ensure that it has put in place reasonable measures designed to prevent the unauthorized disclosure of any of your confidential information that is governed by FIPPA and that comes into the custody or control of Oracle, and that access and disclosure of such information will be provided only in accordance with FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding, such measures are described in the applicable Oracle security practices which can be made available upon request; and

(ii) ensure that it has put in place reasonable measures designed to prevent the unauthorized disclosure of records relating to the agreement, subject to FIPPA, containing Personal Information, and that Personal Information is only used and disclosed in accordance with the terms of the Agreement.

If a request is made by you for access to your records subject to FIPPA relating to this agreement, Oracle shall respond to such request within a reasonable time and shall provide you with reasonable assistance, as you may need to comply with applicable obligations you may have under FIPPA. The provisions of this clause survive termination or expiry of the agreement.

## 7. Disaster Recovery

Notwithstanding any territorial restriction contained in an ordering document, in the event of a disaster, including as a result of an act of war, hostility, or sabotage or act of God, you may temporarily install the software in the United States or in Canada, for use by your users in Canada in accordance with all the terms and conditions of the applicable ordering document(s) and this agreement.

## 8. Dispute Resolution

In the event of any dispute or disagreement between the parties, whether with respect to the interpretation of any provision of this agreement, with respect to the performance of either party hereto or otherwise in relation to this agreement, except for a dispute or disagreement involving a breach of Oracle's intellectual property rights each of you and Oracle will appoint its representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If the matter involves a

disagreement or dispute involving payment, each of you and Oracle will use commercially reasonable efforts to identify the disagreement or dispute within the Payment Period and to resolve the disagreement or dispute within 45 days after the dispute or disagreement has been identified. Neither you nor Oracle shall terminate the agreement, any licenses or any technical support services hereunder, nor commence formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, until the dispute resolution procedure has been elevated to the Vice President level (or equivalent position), and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely. If the matter in dispute is not resolved as a result of such negotiation, and a party continues to be in default with respect to its performance hereunder, the other party may terminate this agreement, the licenses or technical support for which such party continues to be in default, but such termination shall be governed by the provisions of section I above.

#### **9. Subcontracting or Assignment**

Oracle shall not subcontract or assign the whole or any part of the Master Agreement or the agreement or any monies due under it without your prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Oracle may subcontract any portion of its obligations under this Master Agreement or agreement to a majority owned subsidiary of Oracle Corporation.

#### **10. Viruses.**

The programs have been verified, as of the delivery date, as being virus-free through the application of current virus searching software. If you are of the opinion that a virus may be present in its programs, Oracle shall provide a virus free copy of the program for comparison and correction of your copy of the program. If Oracle becomes aware that you have licensed a program containing a virus, Oracle shall notify you as soon as commercially reasonable. This provision sets out your exclusive remedy for the foregoing.

#### **11. Change of Control**

In the event that Oracle Corporation undergoes a change in control Oracle shall disclose such change in control to you in a commercially reasonable manner.

#### **12. Conflict of Interest**

Oracle shall: (a) avoid any Conflict of Interest in the exercise of its rights or the performance of its obligations under either the Master Agreement or an agreement; (b) disclose to you without delay any actual or potential Conflict of Interest that arises during the exercise of its rights or the performance of its obligations under either the Master Agreement or an agreement; and (c) use reasonable commercial efforts to comply with any requirements prescribed by you to resolve any Conflict of Interest.

Without limit to any other rights, you may terminate the agreement upon giving thirty (30) days prior written notice to Oracle where Oracle fails to disclose an actual Conflict of Interest. Upon such termination, you will pay all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses unless such amounts accrued as a result of the Conflict of Interest. If Oracle fails to comply with any requirements prescribed by you to resolve a Conflict of Interest or Oracle's conflict of interest cannot be resolved, your sole remedy shall be to terminate the agreement upon thirty (30) days prior written notice to Oracle and you shall be entitled to the return of any unused Maintenance & Support fees. This section shall survive any termination of this agreement.

"Conflict of Interest" means any situation or circumstance where in relation to the exercise of its rights or the performance of obligations in any agreement with you, Oracle's other commitments, relationships or financial interests (i) exercises an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) compromises, impairs or is incompatible with the effective the exercise of its rights or the performance of its obligations under the Agreement.

#### **13. Use and Access Restrictions**

Oracle acknowledges that unless it obtains specific written preauthorization from you, any access to or use of your property, technology or information that is not necessary for the exercise of its rights or the performance of its obligations under the agreement is prohibited. Oracle further acknowledges that you may monitor Oracle to ensure compliance with this section. For greater certainty, Oracle shall be entitled to use for its own purposes any general know-how acquired by Oracle in the course of performing the agreement including related to the Software or its use. Notwithstanding the generality of the foregoing, by entering into the agreement you hereby authorize Oracle to access and use your technology and, such limited information as is necessary for Oracle to access, as is necessary for the purposes of providing technical support services hereunder.

#### **14. Document Retention and Audit**

For six (6) years after the date of each ordering document, Oracle shall maintain all necessary records to (a) substantiate all charges and payments under the relevant ordering document. During such time period, Oracle shall permit you to conduct audits of the operations of Oracle to verify (a) above. You shall provide Oracle with at least ten (10) business days' prior notice of its requirement for such audit.

Oracle's obligations under this paragraph shall survive any termination or expiry of the agreement. Notwithstanding the foregoing, such audit would not require Oracle to refund any monies paid for products or services under any ordering document and purchase order.

#### 15. Non-Exclusive Contract, Work Volumes

Oracle acknowledges that it is providing the Oracle programs and services described in the agreement to you on a non-exclusive basis. You make no representation regarding the volume of goods and services required under the agreement. You reserve the right to contract with other parties for the same or similar goods and services as those provided by Oracle and reserve the right to obtain the same or similar goods and services internally.

#### 16. No Publicity Without Consent of Other Party

Any publicity related to the agreement or Master Agreement shall be solely upon the prior written mutual consent of you and Oracle. Without limiting the generality of this paragraph, neither you, nor Oracle shall, among other things, at any time directly or indirectly communicate with the media in relation to the agreement (except that you may confirm the existence of the agreement) unless it has first obtained the other parties' written authorization.

#### 17. Termination for Non-Appropriation

If the agreement extends into a Fiscal Year subsequent to its execution, continuation of the agreement may be conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the agreement. In the event that (a) you are subject to legislation requiring appropriation of moneys by the Legislature, and (b) such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, you may terminate the agreement upon giving written notice to Oracle. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated. You will only issue an ordering document in the event such moneys are available.

"Fiscal Year" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year.

#### 18. Source Code

Oracle's parent company, Oracle Corporation, has placed its source code to the software in escrow with a third party escrow agent. Such agreement is private and confidential and is not available for release to you. The only condition of the release of such source code to licensees is in the event that Oracle Corporation ceases to be in the business of supporting the software.

#### 19. [Intentionally Deleted.]

#### 20. Order of Precedence

Notwithstanding any other provision of the agreement, including Oracle's online documentation, Oracle's policies, Oracle's technical support policies, Program Documentation, and any other Oracle documentation or policies or provisions referred to or incorporated in the agreement (collectively "Oracle Policies"):

- If there is no provision in an ordering document that specifies that the provision in the ordering document is effective despite a conflicting or inconsistent provision in this Master Agreement, then, if there is a conflict or inconsistency between (a) this Master Agreement, (b) an ordering document or (c) Oracle Policies, the order of interpretation is (a), (b) and then (c); and
- If a provision in an ordering document specifies that the provision in the ordering document is effective despite a conflicting or inconsistent provision in this Master Agreement, then, if there is a conflict or inconsistency between (a) an ordering document, (b) the Master Agreement, or (c) Oracle Policies, the order of interpretation is (a), (b) and then (c).

Notwithstanding the above or any other provision in this agreement, the following provisions of this agreement may not be superseded or altered: Sections, E (Warranties, Disclaimers and Exclusive Remedies), G (Indemnification), J (Fees and Taxes), K (Nondisclosure), M (Limitation of Liability) and O (Other) subsections 1. (Governing Law), 5 (ii) (Certification), 12 (Conflict of Interest), and R (Insurance).

#### P. Force Majeure

Neither you nor Oracle us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We will all use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, any of us may cancel unperformed services upon written notice. This section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.



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## **REPORT 4-2016**

To: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Governance Committee presents its fourth report for 2016 and recommends:

### GOV-0014-2016

1. That the Corporate Report dated August 8, 2016 from the Commissioner of Corporate Services and Chief Financial Officer titled, "Video streaming and On-demand videos for Additional Committee meetings" be received.
2. That staff be directed to implement video streaming and on-demand videos for the Audit and Governance Committees as a one year pilot project.

(GOV-0014-2016)

### GOV-0015-2016

1. That the report from the Commissioner of Corporate Services and Chief Financial Officer dated August 30, 2016 be received for information.
2. That staff be directed to prepare a motion for Council's consideration for the Mayor to forward a letter to the Federal government to request an amendment to the Federal Income Tax Act for election campaign donations.

(GOV-0015-2016)

### GOV-0016-2016

That the memorandum dated September 9, 2016 from Diana Rusnov, Manager, Legislative Services and Deputy Clerk with respect to the Governance Committee Good Governance Strategic Sessions, be received.

(GOV-0016-2016)

### GOV-0017-2016

1. That a working group of the Governance Committee be created to work on the items outlined in the presentation by Sandy Milakovic, citizen member to the Governance Committee at the September 19, 2016 meeting; and
2. That Sandy Milakovic, John Magill, Councillors Saito, Ras and Tovey be appointed to the working group.

(GOV-0017-2016)

### GOV-0018-2016

That the status of Governance Committee Work Plan Items presented at the September 19, 2016 meeting be received.

(GOV-0018-2016)

GOV-0019-2016

That Community Services staff be directed to report back to the Governance Committee on Community Group Support.

(GOV-0019-2016)

**REPORT 4 - 2016**

To: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Towing Industry Advisory Committee presents its forth report for 2016 and recommends:

TIAC-0011-2016

That the Towing Industry Advisory Committee provide comments to staff, for inclusion in a future report to General Committee, on the report from the Commissioner of Transportation and Works dated September 8, 2016 and entitled "Amendments to the Tow Truck Licensing By-law 521-04, as amended, for requirements to Accept All Forms of Payment for Towing Services".

(TIAC-0011-2016)

TIAC-0012-2016

That the report entitled Amendments to the Tow Truck Licensing By-law 521-04, as amended, Requiring Tow Truck Drivers and Owners to have and maintain Workers' Compensation Insurance be referred back to staff and brought back to a future Towing Industry Advisory Committee for consideration.

(TIAC-0012-2016)



## **REPORT 2-2016**

To: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Museums of Mississauga Advisory Committee presents its second report for 2016 and recommends:

MOMAC-0011-2016

That the Memorandum dated July 12, 2016 from Mumtaz Alikhan, Legislative Coordinator, with respect to the addition on future Museums of Mississauga Advisory Committee Agenda of a 15 minute Public Question Period on any item on the agenda, be received for information.  
(MOMAC-0011-2016)

MOMAC-0012-2016

That the appointment of Mira Coghlan to the Museums of Mississauga Advisory Committee as Friends of the Museums of Mississauga Representative, for the term ending November 2018, be approved.  
(MOMAC-0012-2016)

MOMAC-0013-2016

That the Museums of Mississauga Update dated June 8, 2016 from Stuart Keeler, Chief Curator and Manager, Museums of Mississauga, be received for information.  
(MOMAC-0013-2016)

MOMAC-0014-2016

That the resignation from Fred Durdan, Citizen Member, dated April 29, 2016, from the Museums of Mississauga Advisory Committee, be received.  
(MOMAC-0014-2016)

MOMAC-0015-2016

That the Chair write a letter requesting confirmation from the descendants of the Harris Family with respect to their continued Ex-Officio Status on the Museums of Mississauga Advisory Committee.  
(MOMAC-0015-2016)

**REPORT 1 - 2016**

To: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Council Subcommittee of Towing presents its first report for 2016 and recommends:

**CSOT-0001-2016**

1. That the report from the Commissioner of Transportation and Works dated September 13, 2016 entitled "Report on Tow Truck Chasing in the City of Mississauga" be received for information.
2. That the Council Subcommittee on Chasing direct staff to produce a supplementary report in two years identifying trends in tow truck driver behaviour as measured by assessing the driver's abstracts and reported complaints of driver behaviour of licensed drivers, to measure the effectiveness of amendments to the City of Mississauga Tow Truck Licensing By-law, which was adopted in 2016 and in prior years.

(CSOT-0001-2016)

**CSOT-0002-2016**

1. That the deputation by Dara Carpenter regarding the Ready Tow mobile application be received.
2. That a future Council Subcommittee of Towing meeting be scheduled to discuss technology based mobile towing applications.

(CSOT-0002-2016)

## REPORT 5 - 2016

To: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Traffic Safety Council presents its Fifth Report for 2016 and recommends:

TSC-0072-2016

That the email dated September 12, 2016 from Cassandra Jack, Principal of St. Therese of the Child Jesus Catholic Elementary School, requesting consideration of a crossing guard at the intersection of Forest Park Drive and Bloomfield Drive be received and referred to the Traffic Safety Council Site Inspection Subcommittee for a report back to the Traffic Safety Council.

(Ward 10)

(TSC-0072-2016)

TSC-0073-2016

That the email dated September 15, 2016 from Anna Gentile, Central Planning and Operations Officer, Student Transportation of Peel Region, requesting a site inspection at the intersection of Creditview Road and South Parade Court for the students attending St. Bernadette School, be received and referred to the Traffic Safety Council Site Inspection Subcommittee for a report back to the Traffic Safety Council.

(Ward 6)

(TSC-0073-2016)

TSC-0074-2016

That the email dated September 21, 2016 from Ilesha Coghill requesting a site inspection at the intersection of Windwood Drive and Glen Erin Drive for the students attending St. Elizabeth Seton Catholic School be received and referred to the Traffic Safety Council Site Inspection Subcommittee for a report back to the Traffic Safety Council.

(Ward 9)

(TSC-0074-2016)

TSC-0075-2016

That the verbal update provided by Altamash Syed and Arvind Bhaskar, Citizen Members regarding the proposed changes to the Site Inspection/Safety Review form, be received for information.

(TSC-0075-2016)

TSC-0076-2016

That the verbal update provided by Louise Goegan, Chair, Walk to School Subcommittee, and Peter Westbrook, Chair, Traffic Safety Council regarding the recent initiatives by the of the Walk to School Subcommittee, be received for information.

(TSC-0076-2016)

TSC-0077-2016

That the verbal update provided by Sheelagh Duffin, Supervisor, Crossing Guards, regarding the Peel Regional Police School Safety Committee, be received for information.

(TSC-0077-2016)

TSC-0078-2016

That the Action Items List from Transportation and Works for the month of June 2016 be received for information.

(TSC-0078-2016)

TSC-0079-2016

That the Reports from the Manager of Parking Enforcement with respect to parking enforcement in school zones for the month of June 2016, be received for information.

(TSC-0079-2016)

TSC-0080-2016

That the Memorandum dated September 6, 2016 from Angie Melo, Legislative Coordinator, regarding 2017 Traffic Safety Council meeting dates be received for information.

(TSC-0080-2016)

TSC-0081-2016

That the amount of up to \$2,700.00 be approved to fund the Twenty-Seventh Annual Crossing Guard Appreciation Banquet/Christmas Dinner, as outlined in the email dated September 23, 2016 from Sheelagh Duffin, Supervisor, Crossing Guards.

(TSC-0081-2016)

TSC-0082-2016

1. That the request for a crossing guard at 1290 Kelly Road in front of Hillside Public School, be denied as the warrants are not met.
2. That Traffic Safety Council contact the Principal of Hillside Public School regarding the removal of the signage for the on-street school bus loading zone, as provisions have been made for on school property school bus loading.
3. That Transportation and Works be requested to review the signage on the street in front of Hillside Public School.
4. That Parking Enforcement be requested to enforce parking prohibitions on Kelly Road for the students attending Hillside Public School once correct signage is in place.

(Ward 2)

(TSC-0082-2016)

TSC-0083-2016

1. That the request for a crossing guard at the intersection of Kelly Road and Truscott Drive for the students attending Hillside Public School, be denied as the warrants are not met.
2. That Transportation and Works be requested to review the No Parking By-law on Kelly Road, south of Truscott Drive.

(Ward 2)

(TSC-0083-2016)

TSC-0084-2016

1. That the request for a crossing guard at the intersection of Kelly Road and Truscott Drive for the students attending Hillside Public School, be denied as the warrants are not met.
2. That Traffic Safety Council conduct a further inspection at Kelly Road and Truscott Drive, for the students attending Hillside Public School, in middle of November 2016.
3. That Transportation and Works be requested to paint zebra stripes at the intersection of Kelly Road and Truscott Drive for the students attending Hillside Public School.

(Ward 2)

(TSC-0084-2016)

TSC-0085-2016

1. That the request for a crossing guard on Seagull Drive at the path behind Hillside Public School, be denied as the warrants are not met.
2. That Transportation and Works be requested to review the feasibility of adding walkway signage to advise drivers of the presence of pedestrians.
3. That the Principal of Hillside Public School be requested to advise parents dropping off students on Seagull Drive, to use the Kiss and Ride area.
4. That Parks and Recreation be requested to consider the feasibility of adding gates on both the east and west paths to and from Seagull drive behind Hillside Public School.

(Ward 2)

(TSC-0085-2016)

TSC-0086-2016

1. That the request for a crossing guard at the intersection of Kelly Road and Brookhurst Road for the students attending Hillside Public School, be denied as the warrants are not met.
2. The Traffic Safety Council conduct a further inspection at the intersection of Kelly Road and Brookhurst Road for the students attending Hillside Public School in November 2016 to determine the number of students crossing at that time.

(Ward 2)

(TSC-0086-2016)

TSC-0087-2016

1. That Traffic Safety Council conduct a further inspection at Westbridge Way at the park pathway for the students attending Levi Creek Public School and St. Barbara Catholic School, in November 2016 once courtesy school bus service has been implemented and additional traffic calming measures have been presented to the residents.
2. That Transportation and Works be requested to consider the following:
  - a. Painting a centre line on Westbridge Way for the students attending Levi Creek Public School and St. Barbara Catholic School, as a traffic calming measure to complement the edge lines.
  - b. Implementation of a PXO at Westbridge Way at the park pathway for the students attending Levi Creek Public School and St. Barbara Catholic School.

(Ward 11)

(TSC-0087-2016)

TSC-0088-2016

1. That the warrants for the placement of a crossing guard at the intersection of Freshwater Drive and Escada Drive, for the students attending St. Bernard of Clairvaux Catholic School have been met.
2. That Transportation and Works be requested to consider painting zebra stripes around the intersection of Freshwater Drive and Escada Drive for the students attending St. Bernard of Clairvaux Catholic School.

(Ward 10)

(TSC-0088-2016)