



City of Hamilton

BUSINESS IMPROVEMENT AREA ADVISORY SUB-COMMITTEE

Meeting #: 18-006
Date: June 12, 2018
Time: 8:00 a.m.
Location: Room 264, 2nd Floor, City Hall
71 Main Street West

Angela McRae, Legislative Coordinator (905) 546-2424 ext. 5987

	Pages
1. APPROVAL OF AGENDA	
(Added Items, if applicable, will be noted with *)	
2. DECLARATIONS OF INTEREST	
3. APPROVAL OF MINUTES OF PREVIOUS MEETING	
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4. DELEGATION REQUESTS	
5. CONSENT ITEMS	
6. PUBLIC HEARINGS / DELEGATIONS	
7. STAFF PRESENTATIONS	
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8. DISCUSSION ITEMS	
8.1 Business Improvement Area Parking Formula Discussion (No copy)	
8.2 Pedestrian Kiosks (No copy)	
9. MOTIONS	

10. NOTICES OF MOTION

11. GENERAL INFORMATION / OTHER BUSINESS

- 11.1 Ontario's Main Street Revitalization Initiative (FCS18045) (City Wide) 21

This report is provided for information purposes only.

- 11.2 Update from Carlo Gorni, BIA Coordinator

- 11.3 Statements by Members

12. PRIVATE AND CONFIDENTIAL

13. ADJOURNMENT



Hamilton

BUSINESS IMPROVEMENT AREA ADVISORY COMMITTEE MINUTES 18-005

**8:00 a.m.
Tuesday, May 8, 2018
Room 264
Hamilton City Hall
71 Main Street West**

- Present:** Lisa Anderson – Dundas BIA (Acting Vice-Chair)
Lia Hess – King West BIA
Cristina Geissler – Concession Street BIA
Rachel Braithwaite – Barton Village BIA
Susie Braithwaite – International Village BIA
Kerry Jarvi – Downtown Hamilton BIA
Maggie Burns – Ottawa Street BIA
Susan Pennie – Waterdown BIA
Jennifer Mattern – Ancaster BIA
Tracy MacKinnon - Westdale Village BIA and Stoney Creek BIA
Tony Greco – Locke Street BIA
- Absent:** Bender Chug – Main West Esplanade BIA
Councillor Matthew Green (Chair) – Personal
-

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 1)

The Committee Clerk advised that there were no changes to the agenda.

(Geissler/R. Braithwaite)

That the agenda for the May 8, 2018 Business Improvement Area Advisory Committee meeting be approved, as presented.

CARRIED

(b) DECLARATIONS OF INTEREST (Item 2)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

(i) April 10, 2018 (Item 3.1)

(Pennie/R. Braithwaite)

That the April 10, 2018 Minutes of the Business Improvement Area Advisory Committee be approved, as presented.

CARRIED

(d) DISCUSSION ITEMS (Item 8)

(i) Police Constable Raymond Wong, Hamilton Police Service, discussion respecting reporting crime in Business Improvement Areas (No copy) (Item 8.1)

Police Constable Raymond Wong from Hamilton Police Service answered questions from Committee on reporting crime in the Business Improvement Areas.

(R. Braithwaite/Greco)

That the information from Police Constable Raymond Wong, Hamilton Police Service, respecting reporting crime in the Business Improvement Areas Improvement Areas, be received.

CARRIED

(ii) Kimberley Adrovez, Special Events Advisory Team, discussion respecting Special Events in Business Improvement Areas (No copy) (Item 8.2)

Kimberley Adrovez from the Special Events Advisory Team answered questions from Committee respecting Special Events in Business Improvement Areas.

(R. Braithwaite/Mattern)

That the information from Kimberley Adrovez, Special Events Advisory Team, respecting Special Events in Business Improvement Areas, be received.

CARRIED

(iii) Kerry Davren, Manager of Parking Operations and Initiatives, discussion respecting Parking and Light Rail Transit (No copy) (Item 8.3)

Kerry Davren, Manager of Parking Operations and Initiatives, answered questions from Committee respecting Parking and the Light Rail Transit.

(S. Braithwaite/Mattern)

That the information presented by Kerry Davren, Manager of Parking Operations and Initiatives, respecting Parking and the Light Rail Transit, be received.

CARRIED

(e) GENERAL INFORMATION/OTHER BUSINESS (Item 11)

(i) Update from Carlo Gorni, BIA Coordinator (Item 11.1)

Carlo Gorni advised the Committee that the second Business Improvement Area Levy cheques will be sent out in June 2018.

(Mattern/Greco)

That the update from Carlo Gorni, BIA Coordinator, be received.

CARRIED

(ii) Statements by Members (Item 11.2)

BIA Members used this opportunity to discuss matters of general interest.

(Mattern/Pennie)

That the updates from Committee Members, be received.

CARRIED

(f) ADJOURNMENT (Item 13)

(Grecco/Burns)

That there being no further business, the Business Improvement Area Advisory Committee be adjourned at 9:17 a.m.

CARRIED

Respectfully submitted,

Lisa Anderson, Acting Vice-Chair
Business Improvement Area
Advisory Committee

Angela McRae
Legislative Coordinator
Office of the City Clerk



Hamilton

Graffiti Management Strategy Update

BIAAC

June 12, 2018

Report Recommendations

PW17078/PED17198 (Nov./17)

- (a) That the Graffiti Management Strategy and associated timelines outlined in this report be approved

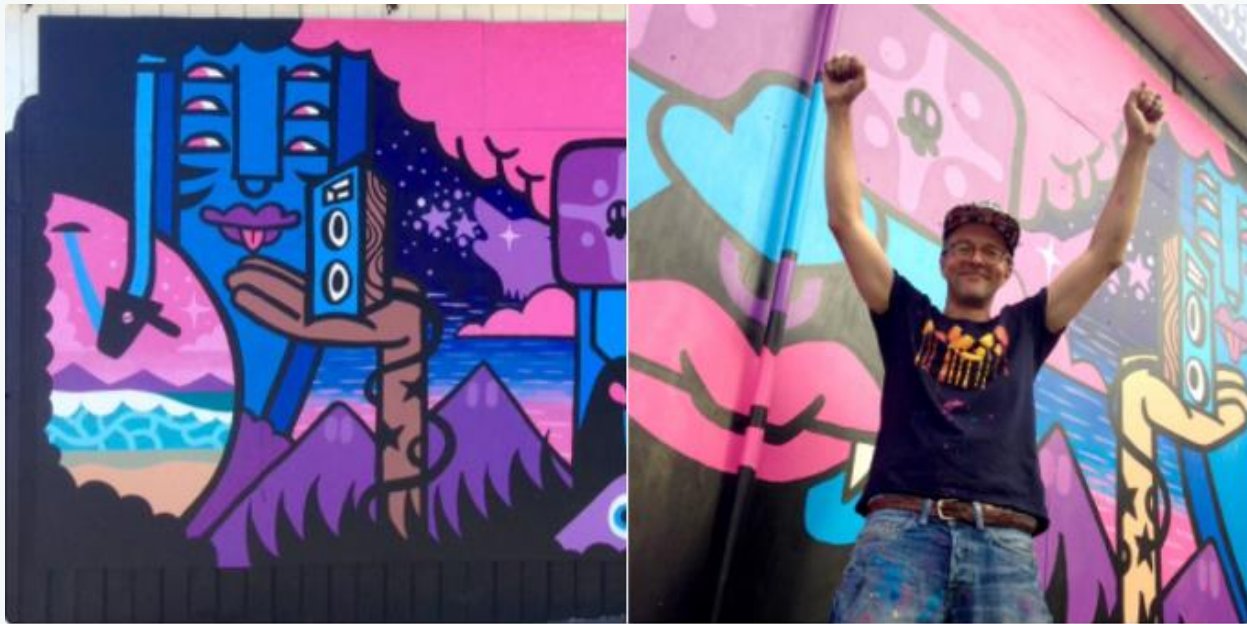
Table 1: Graffiti Management Strategy Workplan 2017-2019

Short term (Q2 2018)	<ul style="list-style-type: none"> - Hire two (2) MLE Officers (Co-op students) to implement a proactive enforcement strategy - Ongoing working group meetings - Finalize graffiti process review, share results with stakeholders, develop recommendations - Investigate "graffiti zones"/"legal walls" where artists can express themselves - Develop a comprehensive Victim Assistance Program
Medium term (Q4 2018)	<ul style="list-style-type: none"> - Complete updated graffiti inventory - Implement graffiti process review recommendations - Implementation of "graffiti zones"/"legal walls"
Long Term (Q4 2019)	<ul style="list-style-type: none"> - Finalize a comprehensive graffiti management strategy to target and manage graffiti - Implement the victim assistance program



Report Recommendations

(b) That staff provide updates on the progress of the Graffiti Management Strategy and its various components as part of the Clean and Green Strategy annual reporting



@DrDiscHamilton; mural by Pete Fowler



Report Recommendations



(c) That Municipal Law Enforcement (MLE) be approved to hire two (2) Municipal Law Enforcement Officers (Co-op students) for a 2 year pilot project

(d) That annual costs associated with hiring of two (2) Municipal Law Enforcement Officers (Co-op students) and operating costs of one (1) vehicle, approximately \$114,100, be funded through the Tax Stabilization Reserve #110046

(e) That the one-time capital cost associated with the purchase of one (1) vehicle to support the new Municipal Law Enforcement Officers (Co-op students), approximately \$26,400, be funded through Tax Stabilization Reserve #110046



Proactive Enforcement

Work currently in progress:

- Face-to-face visits with private property owners
 - education about graffiti clean-up and prevention
 - collecting information about barriers to graffiti removal to inform Victim Assistance Program
- Inventorying graffiti and comparing data to 2013 graffiti audit
- Enforcing Yard Maintenance By-Law as it relates to graffiti (as directed)



Report Recommendations

(f) That the internal Graffiti Working Group, led by Policy & Programs staff, develop and undertake a graffiti enforcement strategy with victim assistance program



CBC Hamilton



Victim Assistance Program

Work currently in progress:

- Developing framework for Victim Assistance Program
 - Discounted and/or free paint/graffiti block
 - Mural and street art programs
 - Graffiti removal kits
- Standard Operating Procedure for internal graffiti claims to Risk Management (City is victim too)



Victim Assistance Program

Medium-term work:

- Centralize information and resources on City's website
- Community engagement (e.g. paint outs, murals, celebrations)
- Anti-graffiti wraps
- Restorative justice program
- Leverage Hamilton Police Service CPTED program



Report Recommendations

(g) That the pursuit of additional Closed-Circuit Television Cameras (CCTV) be included as part of the Graffiti Management Strategy with a report back, accompanied by a presentation, to the Public Works Committee outlining the costs of expanding the camera program



The Hamilton Spectator, 2015

CCTV Cameras

Work currently in progress:

- Determining costing (including capital maintenance) and details (including responsibilities and specifications)
- Work with sub-group with reps from Facilities, MLE, Parks and HPS
- Developing pilot programs including CCTV cameras as a possible option for graffiti prevention in certain wards



Report Recommendations

(h) a) That the appropriate staff also report back on the cost of a counter social media campaign that encourages citizens to participate in assisting police in catching vandals and receiving a cash reward

Graffiti is a Crime
Report graffiti in progress call: 911

DO YOU KNOW A TAGGER?

If you find any of these things in a child's possession, they may be writing graffiti in your neighbourhood.

- Hood, hat and bandana - used to conceal face from witnesses/hidden cameras.
- Backpack - Graffiti on backpack, art supplies, spray cans, fat markers, etching tools inside
- Stencil - for quick tagging
- Graffiti on their personal items (i.e. books, skateboard, bedroom furniture or paint on hands or clothing)
- Notebook/sketchbook with graffiti tags or cartoon-like art
- Gloves or caps - to keep paint off fingers
- Visits tagging websites, has tagging magazines or photos


Taggers come from every race and socio-economic background and are usually between the ages 12-24. We need to work together. If you have information on a possible tagger call: 1-800-222-8477



CRIME STOPPERS
Hamilton



Graffiti is a Crime
Report graffiti in progress call: 911



**Report existing graffiti call:
905.546.CITY (2489)**

Report Recommendations

(h) b) as well as the cost of a one-time City-wide graffiti clean-up



Reporting Graffiti

Report existing graffiti

Call 905-546-CITY (2489) OR complete an online reporting [form](#)

Report graffiti in progress

Call 9-1-1

Provide an anonymous tip about a graffiti crime or active graffiti vandal

Call Crime Stoppers at 1-800-222-8477



Questions?

Peter Wobschall

Supervisor, Program Development

peter.wobschall@hamilton.ca or ext. 4819

Sarah Linfoot-Fusina

Policy/Program Analyst

sarah.linfoot-fusina@hamilton.ca or ext. 5516





CITY OF HAMILTON
CORPORATE SERVICES DEPARTMENT
Financial Planning, Administration and Policy Division

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	May 2, 2018
SUBJECT/REPORT NO:	Ontario's Main Street Revitalization Initiative (FCS18045) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	John Savoia (905) 546-2424 Ext. 7298
SUBMITTED BY:	Brian McMullen Director, Financial Planning, Administration and Policy Corporate Services Department
SIGNATURE:	

RECOMMENDATIONS

- (a) That the Mayor and City Clerk be authorized and directed to sign a Municipal Funding Agreement substantially in the form and content attached as Appendix "A" to Report FCS18045 between the City of Hamilton and the Association of Municipalities of Ontario for the transfer of Main Street Revitalization funds, together with all necessary associated documents, in a form satisfactory to the City Solicitor and with content acceptable to the General Manager of Finance and Corporate Services;
- (b) That the By-law to Authorize the Signing of the Municipal Funding Agreement for the Transfer of Main Street Revitalization funds between the Association of Municipalities of Ontario and the City of Hamilton, attached as Appendix "B" to Report FCS18045, be passed;
- (c) That a certified copy of the approved by-law authorizing the signing of the Municipal Funding Agreement be forwarded to the Association of Municipalities of Ontario upon Council approval;
- (d) That the 2018 Main Street Revitalization funds be allocated to a new dedicated reserve - Main Street Revitalization Reserve (104051);

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- (e) That staff of the departments of Planning and Economic Development and Public Works report back to the General Issues Committee with recommendations for the utilization of Main Street Revitalization funds.

EXECUTIVE SUMMARY

On January 23, 2018, the Ontario Government announced an investment of \$26M for the Main Street Revitalization Initiative (MSRI) that has been designed to support capital improvements for energy efficiency, accessibility, aesthetics, and marketability of small businesses within main street areas, and encourage strategic public investments in businesses. This initiative is part of a \$40M outlay over three years in the Main Street Enhancement Fund to help strengthen small businesses in downtown and main street municipal infrastructure within main street areas that will support small areas. Funding has been allocated to municipalities based on population size, using the most recent data from the 2016 Statistics Canada Census of Population. Hamilton has been advised that its initial MSRI allocation will be \$504,574.02.

The Association of Municipalities of Ontario (AMO) has agreed to administer the funding on behalf of the Ministry of Agriculture, Food and Rural Affairs (OMAFRA). Funding will follow a model similar to the Federal Gas Tax Fund (GTF) and as such, there is no application process. Municipal governments will need a by-law authorizing it to sign a Municipal Funding Agreement (MFA) with AMO.

As of April 1, 2018, the funding can be used to support revitalization efforts related to energy efficiency, accessibility, aesthetics and marketability. As identified in the MFA attached as Appendix “A” to Report FCS18045, there will be two program categories:

1. Implementing priority financial incentives under existing Community Improvement Plans (CIP) (includes grants for renovations, retrofits and structural improvements); and / or,
2. Funding for strategic municipal infrastructure improvements that will support main street businesses in CIP or in land use planning policy documents, such as signage, streetscape improvement and marketing plan implementation.

Municipalities can fund projects in one or both categories and have until March 31, 2020 to spend the funds on an eligible project. During this time, municipalities may earn interest on MSRI funds.

Alternatives for Consideration – Not Applicable

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FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Execution of the MFA results in the City becoming eligible to receive \$504,574.02 in MSRI funding. Staff will report back to the General Issues Committee with recommendations for the utilization of the MSRI funding.

Staffing: N/A

Legal: The By-law attached as Appendix “B” to Report FCS18045 authorizing the signing of the MFA, along with a signed copy of the MFA, is required to be submitted to AMO to receive MSRI funds under the MFA.

HISTORICAL BACKGROUND

On January 23, 2018, the Minister of OMAFRA and Small Business announced the Main Street Revitalization Initiative (MSRI) and the government’s approach to the distribution of the \$26M support for Ontario’s main streets and their business communities. All single and lower tier municipal governments (except Toronto) are to receive funding that will enhance and revitalize downtowns and main street areas.

As of April 1, 2018, municipal governments can invest in revitalization activities that will support small businesses through activities undertaken to revitalize main streets. The work can be identified as priority through an existing Community Improvement Plan (CIP) or municipal physical infrastructure priorities identified through other municipal land use planning documents for the municipality’s main street that involves the construction, renewal, renovation or redevelopment, or material enhancement in each of the following categories:

Implementation of priority financial incentives in existing Community Improvement Plans such as:

- a) Commercial building façade improvements;
- b) Preservation and adaptive reuse of heritage and industrial buildings;
- c) Provision of affordable housing;
- d) Space conversion for residential and commercial uses;
- e) Structural improvements to buildings (e.g. Building Code upgrades);
- f) Improvement of community energy efficiency; and
- g) Accessibility enhancements.

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Funding of strategic municipal physical infrastructure in CIP or other land use planning documents such as:

- a) Signage – wayfinding / directional and gateway;
- b) Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications / broadband equipment, parking, active transportation infrastructure (e.g. bike racks / storage, cycling lanes and paths) and pedestrian walkways / trails; and
- c) Marketing plan implementation – business attraction and promotion activities, special events.

Municipalities can identify projects in one or both categories and have until March 31, 2020 to spend the funds on an eligible project. During this time, municipalities may earn interest on MSRI funds.

To receive funding, the City must enter into a Municipal Funding Agreement (MFA) with AMO and enact a municipal bylaw authorizing the execution of such an agreement.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

N/A

RELEVANT CONSULTATION

Corporate Services – Legal Services Division has reviewed the MFA attached as Appendix “A” to Report FCS18045 and the related authorizing by-law attached as Appendix “B” to Report FCS18045.

Outlined below are issues and concerns identified by Legal staff in respect of the MFA.

Section 2.3 of the Agreement states: “Any of the Parties may terminate this Agreement on written notice.” The effect of this section is that AMO can terminate the Agreement without notice and without cause or reason (i.e. no need for an event of default to occur). This could have an impact on approved projects or grants or commenced and approved projects which would be financed through the funds provided under the Agreement and which may not have not been spent or advanced to grantees. It would be desirable for this termination provision to be linked to certain circumstances, e.g. default and subject to a notice period and conditions. It is difficult to determine what the intention of this section is and in what circumstances AMO would exercise its power to terminate. Staff of Legal Services advises that if AMO is unwilling to amend the Agreement to address City concerns, any City grant agreements transferring Main Street Revitalization funds would need a similar provision wherein the City could terminate the grant agreement without notice and require the refund of grant payments.

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Section 11.4 provides for a repayment of funds in case of default and reserves the right to declare all the funds advanced to the City are debt to Ontario and payable to AMO. This clause provides broad discretion to AMO to declare all funds advanced as repayable, even if the event of default may relate to an inappropriate expenditure of funds of a small amount in respect of one particular project or projects. Legal staff advises that any City grant agreements transferring Main Street Revitalization funds would need a similar provision requiring grantees to repay to the City a payment if the City is required to repay AMO under any circumstances.

Staff is in the process of attempting to communicate its concerns regarding this section of the MFA to AMO but as of the time of the writing of this Report, have not had a response from AMO. The MFA is a standard agreement that is supposed to apply to all municipalities that will receive funding. It is unlikely that AMO will make changes to the MFA to address a particular municipality's concerns.

The City has had a long-standing relationship with AMO in respect of the administration of GTF. The relationship between the City and AMO in respect of GTF has been positive. Council may wish to consider its past relationship with AMO when considering the matters identified above by staff of Legal Services and the recommendations made in this report.

Corporate Services – Risk Management Division has reviewed the MFA attached as Appendix “A” to Report FCS18045.

Planning and Economic Development – Urban Renewal Division has been consulted and supports this report's recommendations.

ANALYSIS AND RATIONALE FOR RECOMMENDATIONS

The MFA, attached as Appendix “A” to Report FCS18045, outlines the terms and conditions the City must adhere to utilize the MSRI funding:

Eligible Costs

- Costs directly and reasonably incurred on or after April 1, 2018 up to and including March 31, 2020 for construction, renewal, or material enhancement activities funded under existing Community Improvement Plan financial incentive programs; and / or,
- Costs directly and reasonably incurred on or after April 1, 2018 up to and including March 31, 2020 for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

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Ineligible Costs

- Costs incurred prior to April 1, 2018 or after March 31, 2020;
- Any costs associated with providing any reports to AMO;
- Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- Costs for infrastructure works in the following categories: highways, short-sea shipping, short-line rail, regional or local airports and brownfield redevelopment;
- Costs of infrastructure works that does not improve energy efficiency, accessibility, aesthetics or marketability of small business within a main street area;
- Costs of infrastructure works outside of main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- The cost of leasing of equipment, any overhead costs, including salaries and other employment benefits of any employees, its direct or indirect operating or administrative costs and more specifically, its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with eligible costs above;
- Taxes, to which the municipality is eligible for a tax rebate;
- Purchase of land or any interest therein and related costs;
- Routine repair and maintenance costs; and,
- The costs to develop a Community Improvement Plan.

The program is focused on implementation of existing priorities of CIPs or priorities through other existing municipal land use planning policies. Municipalities that do not have a Community Improvement Plan can implement eligible priority projects through the official plan, economic development strategy, downtown revitalization plan or another related plan in support of the municipal main street.

Building on the success of the risk management framework established under the Federal Gas Tax Agreement, municipalities need to report initial upfront anticipated projects for 2018 and then annually on projects until all the funds are spent.

Municipalities will not have to complete audits. Instead the program will use a risk-based approach that recognizes municipalities as a mature and accountable order of government. In this approach, the municipal contact for the Main Street Municipal Funding Agreement will be the Treasurer, no exceptions. In addition, AMO will audit approximately 10% of municipalities annually to provide assurance to Ontario on municipal compliance.

ALTERNATIVES FOR CONSIDERATION

Not Applicable.

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ALIGNMENT TO THE 2016 – 2025 STRATEGIC PLAN

Economic Prosperity and Growth

Hamilton has a prosperous and diverse local economy where people have opportunities to grow and develop.

Healthy and Safe Communities

Hamilton is a safe and supportive city where people are active, healthy and have a high quality of life.

Clean and Green

Hamilton is environmentally sustainable with a healthy balance of natural and urban spaces.

Built Environment and Infrastructure

Hamilton is supported by state of the art infrastructure, transportation options, buildings and public spaces that create a dynamic city.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” – Municipal Funding Agreement between The Association of Municipalities of Ontario and the City of Hamilton

Appendix “B” – A By-law to Authorize the Signing of a Municipal Funding Agreement for the Transfer of Main Street Initiative Funds between the Association of Municipalities of Ontario and the City of Hamilton

JS/dt

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MUNICIPAL FUNDING AGREEMENT

ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE [INSERT MUNICIPAL NAME]

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

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

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

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

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

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

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

"Annual Report" means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

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

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

"Community Improvement Plan" has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

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

"Effective Date" is April 1, 2018.

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

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

"Eligible Recipient" means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

"Event of Default" has the meaning given to it in Section 11.1 of this Agreement.

"Funds" mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity

in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

"Ineligible Costs" means those expenditures described as ineligible in Schedule C.

"Lower-tier Municipality" means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

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

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

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

"Ontario" means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

"Parties" means AMO and the Recipient.

"Project Completion Date" means the Recipient must complete its Project under this Agreement by March 31, 2020.

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

"Results Report" means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

"Single-tier Municipality" means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

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

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

"Unspent Funds" means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient's Annual Report.

1.2 Interpretations:

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

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

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

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

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
- a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and

announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
- a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible

Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):
- a) The allocation and transfer shall be authorized by by-law (a "Transfer By-law"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.
- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:
- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
 - c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.
- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 6.5 **Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.
- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
 - b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:

- a) the amounts received from AMO under this Agreement;
- b) the amounts received from another Eligible Recipient;
- c) the amounts transferred to another Eligible Recipient;
- d) amounts paid by the Recipient in aggregate for Eligible Projects;
- e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
- f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

- 8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.
- 8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.
- 8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the

audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

- 9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.
- 9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended or transferred pursuant to this Agreement until such certificate has been delivered to AMO.
- 9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:
- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
 - (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.
- 9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.
- 9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon,

or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

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

10. DISPOSAL

10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an "Event of Default":

- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
- (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
- (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
- (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
- (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.

11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the

default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.

- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient's receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

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

13. NOTICE

- 13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:
 - a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Key Municipal Contact
Name Treasurer
Municipal Name
Mailing Address
Town/City, ON POS COD
Telephone:
Email:

14. MISCELLANEOUS

- 14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.
- 14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient,

between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.

- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

15.1 This Agreement, including:

- Schedule A Municipal Allocation
- Schedule B Eligible Projects
- Schedule C Eligible and Ineligible Costs
- Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

16. SIGNATURES

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

RECIPIENT'S NAME:

[INSERT MUNICIPAL NAME]

Name:
Title:

Date

Name:
Title:

Date

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____
Title:

Date

In the presence of:

Witness:

Date

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: [insert municipal name]

ALLOCATION: [insert dollar figure]

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements

- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

SCHEDULE C ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics or marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other

activities normally carried out by its staff, except in accordance with Eligible Costs above;

- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

**SCHEDULE D
REPORTING**

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure)	Total Project Cost	Estimate of Funds (Main Street) Spent

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

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

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

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

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/Ongoing

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
- Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.
- b. Municipal Physical Infrastructure Eligible Projects
- Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.

Authority: Item , General Issues Committee
Report
CM: Date

Bill No.

CITY OF HAMILTON

BY-LAW NO. 18-

To Authorize the Signing of a Municipal Funding Agreement for the Transfer of Main Street Revitalization Funds between the Association of Municipalities of Ontario and the City of Hamilton

WHEREAS the Council of the City of Hamilton wishes to enter into a Municipal Funding Agreement in order to participate in the Main Street Revitalization Initiative;

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

- 1. The Mayor and City Clerk are hereby authorized to execute a Municipal Funding Agreement for the Transfer of Main Street Revitalization Funds between the Association of Municipalities of Ontario and the City of Hamilton, in a form satisfactory to the City Solicitor and with content acceptable to the General Manager of Finance and Corporate Services.
- 2. This by-law shall come into force on the day it is passed.

PASSED this day of , 2018.

F. Eisenberger
MAYOR

R. Caterini
CLERK