



City of Hamilton

AUDIT, FINANCE AND ADMINISTRATION COMMITTEE ADDENDUM

Meeting #: 20-003
Date: February 20, 2020
Time: 9:30 a.m.
Location: Council Chambers, Hamilton City Hall
71 Main Street West

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

10. DISCUSSION ITEMS

- *10.5 Policy 11 Single Source Provider for TYMCO Sweeper DST-4 (PW20006(a)) (City Wide)
- *10.6 Governance Review Sub-Committee Report 20-001 - February 12, 2020
- *10.7 Development Charge (DC) Section 20 Complaint Hearing (LS20009 / FCS20024) (City Wide)

Discussion of Confidential Appendix "A" to this report in Closed Session is subject to the following requirement(s) of the City of Hamilton's Procedural By-law 18-270 and the *Ontario Municipal Act, 2001*:

- Litigation or potential litigation, including matters before administrative tribunals, affecting the City
- Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

(Please refer to Item 14.1 for the Confidential Appendix "A")

*14. PRIVATE AND CONFIDENTIAL

*14.1 Appendix "A" to Report LS20009 / FCS20024 - Development Charge (DC) Section 20 Complaint Hearing (LS20009 / FCS20024) (City Wide)

Pursuant to Section 8.1, Sub-sections (e) and (f) of the City's Procedural By-law 18-270, as amended, and Section 239(2), Sub-sections (e) and (f) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

(Please refer to Item 10.7 for the public portion of this report.)



CITY OF HAMILTON
PUBLIC WORKS DEPARTMENT
Transportation Operations and Maintenance Division

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	Policy 11 Single Source Provider for TYMCO Sweeper DST-4 (PW20006(a)) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Terry McCleary (905) 546-2424 Ext. 7046 Bob Paul (905) 546-2424 Ext. 7641 Tom Kagianis (905) 546-2424 Ext. 5105
SUBMITTED BY: SIGNATURE:	Edward Soldo Director, Transportation Operations & Maintenance Public Works Department
SUBMITTED BY: SIGNATURE:	Rom D'Angelo, C.E.T.; CFM Director, Energy Fleet & Facilities Management Public Works Department

RECOMMENDATIONS

- (a) That pursuant to the City's Procurement Policy By-Law 17-064 (Policy #11 – Non-Competitive Procurements) a single source purchase of a TYMCO Sweeper DST-4 for use on bike lanes and other smaller City streets at the approximate cost of \$310,000 be awarded to The Equipment Specialists Inc. and funded from Project ID's 4031821350 and 4031921350;
- (b) That pursuant to the City's Procurement Policy By-Law 17-064 (Policy #14 – Standardization) the DST-4 Sweeper, as manufactured by TYMCO and supplied by The Equipment Specialist Inc., be added to the standardization list of Fleet Equipment and Parts; and

OUR Vision: To be the best place to raise a child and age successfully.

OUR Mission: To provide high quality cost conscious public services that contribute to a healthy, safe and prosperous community, in a sustainable manner.

OUR Culture: Collective Ownership, Steadfast Integrity, Courageous Change, Sensational Service, Engaged Empowered Employees.

**SUBJECT: Policy 11 Single Source Provider for TYMCO Sweeper DST-4
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- (c) That the General Manager of Public Works be authorized to negotiate, enter into and execute all required documentation to give effect thereto with The Equipment Specialists Inc. in a form satisfactory to the City Solicitor.

EXECUTIVE SUMMARY

At the Audit, Finance and Administration Committee meeting on February 6, 2020 Council asked that Report PW20006, respecting Policy 11 Single Source Provider for TYMCO Sweeper DST-4 be referred back to staff for a report to the February 20, 2020 Audit, Finance and Administration Committee meeting. The purpose of the referral was to provide additional information related to the rationale for the single source, information regarding the capabilities of the vehicles and alternative suppliers.

The City currently has 18 TYMCO Sweeper DST-6's (DST-6) in its fleet that were purchased in support of the Clean Air Hamilton Report 2005-2006 progress report. The DST-6 units are dedicated for sweeping Burlington Street, other industrial areas and various streets across the City. As per Procurement Policy #14 – Standardization, the DST-6 units have been previously approved by Council as a standard piece of equipment.

The DST-4 is the second highest rated Environmental Technology Verification (ETV) certified sweeper available in the market. The DST-4 uses the same filtering system, filters and subsequent parts currently utilized on the DST-6 (highest rated ETV certified), however, the DST-4 runs on a smaller chassis making the unit more efficient and manoeuvrable in tight spaces. The DST-6 is the larger of the two units but has had issues on some of the tighter segregated bike lanes throughout the City of Hamilton.

The Public Works' Transportation Operations & Maintenance Division recommends the purchase of a DST-4 sweeper for the following reasons:

- a. Lower maintenance and operating costs;
- b. Fewer diagnostic and speciality tools;
- c. Proven reliability;
- d. Decreased fuel consumption;
- e. Enhanced operator performance;
- f. Overall enhanced safety features;
- g. Increased visibility; and
- h. Lower decibel readings for operating noise in cab ergonomics.

Of the nine (9) sweeper units tested, the TYMCO DST- 4 was the only compact sweeper to meet the ETV efficiency standard. The sweeper unit will enhance our service delivery and further reduce airborne pollutants as per the Reduction of Airborne Particulates in Hamilton (BOH18018) (City Wide) Board of Health Information Report.

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In summary, it is recommended that the ETV certified DST-4 be single sourced from Equipment Specialist Inc. to ensure improved air quality for City residents, and to enhance our service levels in maintaining segregated bike lanes.

It is also recommending that the DST-4 unit be added to the standardization list of Fleet Equipment and Parts, as amended, for the future purchase of any additional units for similar reasons set out in this report.

Alternatives for Consideration – See Page 5

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Sufficient capital funds are available in Project ID 4031821350 (\$150,000) and Project ID 4031921350 (\$160,000).

Staffing: N/A

Legal: N/A

HISTORICAL BACKGROUND

Prior to 2006 City street sweeping was completed by mechanical sweepers which did not remove harmful particulate matter left on City roads only to become airborne pollutants. In 2006 and 2007, the Public Works Department worked in partnership with the City of Toronto to rigorously evaluate street sweepers from a scientific perspective for the purpose of capturing fine particulate matter PM10 and PM2.5 known to be a major health hazard. These particulates down to 0.3 microns are fine dust particles which can get into lungs and cause health and/or breathing problems.

As a result of this study, and as approved by Council in 2006, Public Works staff replaced all but one (1) sweeper with the recommended TYMCO Sweeper DST-6 regenerative air street sweeper along with implementing other improvements to our street sweeping processes. These enhancements increased sweeper operations on the road by 33% which significantly lowered the amount of airborne particulate circulating within the industrial core of the City.

Following this approval, Fleet Planning negotiated a single source multi-year agreement with The Equipment Specialist Inc. and initiated a contract which commenced on March 16, 2015. At the end of the first term Fleet Planning did not award term two (2) however, chose to initiate a new contract that allowed for revisions of the renewal dates to align with the chassis manufacturers release of annual pricing, attached to Report PW2006(a) as Appendix 'D' for Contract between the City and The Equipment Specialist Inc. The new contract commenced July 10, 2017 with provisions that the City

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may extend the contract for four (4) additional one (1) year periods. The last term expiry is December 31, 2022.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

As per the Procurement Policy – Section 4.11 – Policy #11 – Policy for Negotiations requires that Council approval be obtained for any Single Source of \$250,000 or greater. With the single source negotiation, the City is not obligated to accept the vendors price and have the right to negotiate price.

In accordance with Procurement Policy – Section 4.14 – Policy #14 Standardization, if approved by Council, the DST-4 would be added to Fleet Services Section’s list of approved standardization products, services, manufacturers and suppliers.

RELEVANT CONSULTATION

The following key stakeholders have been consulted with respect to the development and content of this report:

- Public Works: Energy, Fleet and Facilities: Roadway Maintenance Equipment Committee;
- Corporate Services: Finance;
- Public Health Services: based on report (B0H18018) that Roadway Maintenance supports; and
- TYMCO.

ANALYSIS AND RATIONALE FOR RECOMMENDATION(S)

The Fleet Planning section along with the Roadway Maintenance section have investigated street sweepers in the marketplace requested by Council and arranged for demonstrations with nine (9) sweepers for use on segregated bike lanes, attached to Report PW20006(a) as Appendix ‘A’.

Fleet Planning communicates regularly with various street sweeper suppliers to determine whether there are any new technologies, products, or improvements to existing equipment that may surpass the ETV thresholds currently held by TYMCO models. In addition, where possible Fleet Planning requests to attend trade shows throughout North America to interact with municipal equipment suppliers and educated our City Fleet on industry innovations and improvements.

It should be noted that surface removal efficiency data is only available for those vendors who choose to participate and disclose results of the Canadian Environment

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Technology Verification (ETV) certification process. This is a testing method performed, measured, and verified by ETV Canada and validated by an independent body (PAMI).

Only the suppliers of TYMCO and Elgin have published data, attached to Report PW20006(a) as Appendix 'B' for TYMCO DST-4 certification and Appendix 'C' for Elgin Crosswind NX certification. The City made a request to the dealer representing Elgin for additional information however, received no response. It was further investigated and determined that Elgin does not make a compact sweeper comparable to the DST-4 in removing particulates down to 0.3 microns.

The findings indicated that of the nine (9) sweeper units tested, the TYMCO DST-4 was the only compact regenerative air sweeper to meet the efficiency standard of removing minimum 90% of PM10 and PM2.5 particulates down to 0.3 microns proven to be a health hazard. The ETV certified sweeper the Elgin Crosswind NX removes 81.8% of PM10 and PM2.5 particulates and is now discontinued. Note: Elgin currently does not make a compact sweeper for use on segregated bike lanes.

The TYMCO sweeper units DST-6 and DST-4 have proven their performance in controlling particulate matter PM10 and PM2.5 and are certified by ETV Canada with a surface removal efficiency of greater than 90%. This aligns with the Standardization of Fleet Equipment and Parts report (PW09074(d)).

Since the acquisition of the DST-6 units in 2006 the City has been satisfied with the relationship and operations of the DST-6 units. The recommended purchase of the DST-4 unit for maintaining segregated bike lanes would not require additional training as City staff are currently familiar with the operation and maintenance of the larger DST-6 units. This would ensure the City's fleet remain entirely from TYMCO an ETV validated manufacturer.

Fleet Planning investigated the City of Toronto's acquisition of thirty (30) TYMCO 600 street sweepers in 2015 which totalled \$12.4 million; \$408,124 per sweeper. Through the City's single source contract with The Equipment Specialist Inc. in 2018, the City of Hamilton purchased a TYMCO DST-6 for \$365,103; \$43,021 less. Note: the TYMCO 600 model is not ETV certified and does not meet Council approved removal efficiency of greater than 90% like the City's current TYMCO DST-6 fleet.

The Equipment Specialist Inc. is the only authorized distributor of TYMCO Dustless Regenerative Air Street Sweepers in the Province of Ontario.

ALTERNATIVES FOR CONSIDERATION

Issue a Request for Proposal based on required performance criteria. Note: there are currently no sweepers in the marketplace that meet the ETV Canada certification or that

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align with the rationalization for which the TYMCO DST-6 was approved by Council on March 28, 2017 in the Standardization of Fleet Equipment and Parts (PW09074(d)).

ALIGNMENT TO THE 2016 – 2025 STRATEGIC PLAN

Clean and Green

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

Healthy and Safe Communities

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

Built Environment and Infrastructure

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

Our People and Performance

Hamiltonians have a high level of trust and confidence in their City government.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PW20006(a) - Segregated Bike Lane Sweeper Comparison Chart




Appendix “B” to Report PW20006(a) - The Canadian Environmental Technology Verification Program Documentation on the TYMCO Sweeper DST-4

Appendix “C” to Report PW20006(a) - Elgin Crosswind NX Street Sweeper Verification Statement

Appendix “D” to Report PW20006(a) - Contract between the City and The Equipment Specialist Inc.

Segregated Bike Lane Sweeper Comparison Chart

Appendix "A" to Report PW20006(a)
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SWEEPER	IMAGE	HOPPER VOLUME	*MERV	ETV VERIFIED	DEMO DATE
TYMCO DST-4		4 cubic yards	PM10 and PM2.5 *down to .3microns	YES	April 2019
Elgin Crosswind NX <i>(Does not make a compact sweeper)</i>		8 cubic yards	PM10 and PM2.5	YES *model discontinued	September 2016
RAVO Series 5		5 cubic yards	PM10 and PM2.5	NO	March 2016

Segregated Bike Lane Sweeper Comparison Chart

Appendix "A" to Report PW20006(a)

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Mathieu 210		2 cubic yards	PM10	NO	September 2018
Mathieu 110		1.5 cubic yards	PM10	NO	September 2019
CityCat 2020		2.5 cubic yards	PM10	NO	September 2019

Segregated Bike Lane Sweeper Comparison Chart

<p>Madvac</p>		<p>1.75 cubic yards</p>	<p>n/a</p>	<p>NO</p>	<p>June 2015</p>
<p>Holder (sweeper attachment)</p>		<p>n/a</p>	<p>n/a</p>	<p>NO</p>	<p>September 2018</p>
<p>Multi-Hog (sweeper attachment)</p>		<p>n/a</p>	<p>n/a</p>	<p>NO</p>	<p>September 2019</p>

*Minimum Efficiency Reporting Value (MERV)



THE CANADIAN ENVIRONMENTAL TECHNOLOGY VERIFICATION PROGRAM

Enhancing the Credibility of Environmental Technologies

TECHNOLOGY VERIFIED: TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper

Performance Claim

The TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper was operated according to the vendor's specifications at an average speed of 4.1 km/h in a controlled space where no water or any other liquids were permitted. No water sprays or gutter broom shrouds were used in the testing.

The sweeper was delivered in its optimum balance of dry dustless operational mode while also maximizing the pick-up and removal of test material (mean size of test material is 3 microns).

The final average performance indicators – at the 95% confidence interval – of the TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper are as follows:

1. A removal efficiency of test material from surface of 89% ($\pm 2.1\%$);
2. Deposit of test material on sidewalk of 0.06% ($\pm 0.04\%$);
3. Maximum concentration of PM_{10} air contamination of 0.015 (± 0.005) $mg \cdot m^{-3} \cdot kg^{-1}$;
4. Total concentration of PM_{10} air contamination of 11.0 (± 2.3) $mg \cdot m^{-3} \cdot kg^{-1}$;
5. Maximum concentration of $PM_{2.5}$ air contamination of 0.011 (± 0.003) $mg \cdot m^{-3} \cdot kg^{-1}$; and
6. Total concentration of $PM_{2.5}$ air contamination of 7.5 (± 2.2) $mg \cdot m^{-3} \cdot kg^{-1}$.

RENEWAL OF VERIFIED** PERFORMANCE: March 2017

Renewal License Number: ETV 2017-03

Issued to: TYMCO, Inc.

Expiration Date: March 31, 2020

John D. Wiebe, PhD
Executive Chairman



Canada

** This verification conforms to the Canadian ETV Program's General Verification Protocol and the ISO 14034:2016. Please refer to Technology Fact Sheet for additional information on the verification of this performance claim.

Environmental Technology Verification

CANADIAN ETV PROGRAM VERIFIED

TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper *Technology Fact Sheet for TYMCO, Inc.*



Performance Claim

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2. Deposit of test material on sidewalk of 0.06% ($\pm 0.04\%$);
3. Maximum concentration of PM_{10} air contamination of 0.015 (± 0.005) $mg \cdot m^{-3} \cdot kg^{-1}$;
4. Total concentration of PM_{10} air contamination of 11.0 (± 2.3) $mg \cdot m^{-3} \cdot kg^{-1}$;
5. Maximum concentration of $PM_{2.5}$ air contamination of 0.011 (± 0.003) $mg \cdot m^{-3} \cdot kg^{-1}$; and
6. Total concentration of $PM_{2.5}$ air contamination of 7.5 (± 2.2) $mg \cdot m^{-3} \cdot kg^{-1}$.

Technology Application

TYMCO Regenerative Air Dustless Sweeping Technology (DST) is designed to thoroughly clean roads and streets while minimizing the release of dust into the air. The street sweeper can have a positive environmental effect by reducing the amount of materials entering the storm sewers which may otherwise end up contaminating surface waters. Additionally, removal of particulate from streets may help reduce airborne contamination by such particulate matter, particularly on windy days.

Performance Conditions

The TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper was tested at the Prairie Agricultural Machinery Institute (PAMI) facility (Test Agent, TA) in Humboldt, Saskatchewan over three test days in June of 2008. The test facility was an enclosed tent about 80m x 11m. The test material was Camel-White[®], manufactured by Debro Chemicals and Pharmaceuticals, a calcium carbonate based powder with a mean diameter of about 3 microns. Approximately 274 kg were applied to the test track, which consisted of two strips, 2.75m x 30m each. The test agent conducted the testing and measurement according to the "PM₁₀ and PM_{2.5} Street Sweeper Efficiency Test Protocol" (City of Toronto, April 2008).

Environmental Technology Verification

Technology Description

The TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper is a mid-sized street sweeper. The main components of TYMCO Regenerative Air Dustless Sweeping Technology (DST) are the blower, pickup head, pressurized hopper, multi-pass cylindrical centrifugal dust separator, and particulate air filters. The closed loop regenerative air system uses a large blower to develop airflow. The air enters a distribution manifold that runs across the pickup head, which has a discharge opening that directs a high velocity blast of air down and onto the pavement and into the cracks releasing dirt. The air and all captured dirt and debris are then drawn out of the pickup head through a hose and directed into the hopper.

After the debris-laden air stream is drawn into the large hopper, the air loses velocity allowing the larger debris to fall to the bottom. A screen at the top of the hopper prevents items such as leaves, paper, cans, and rocks from leaving the hopper. The air then enters the centrifugal dust separator. The multi-pass centrifugal dust separator further cleans the air as it spins on the curved wall of the centrifugal chamber skimming off dust particles and returning them into the hopper. The cleaned air is returned through the blower to the pickup head to start the regenerative air cycle again.

A small portion of the air leaving the blower is exhausted to atmosphere so that less air enters the pickup head than is being drawn off, thus maintaining the necessary vacuum in the pickup head. Prior to being exhausted, this small portion of air is further cleaned by being first run through a bank of small cyclone pre-cleaners and then through four membrane filters, which remove particles as small as 0.5 microns.

TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper technology is engineered to allow the sweeper to perform in all types of weather conditions with no operator adjustments required.

Verification

The verification was conducted by ORTECH Environmental of Mississauga, Ontario as the Verification Entity using ETV Canada's General Verification Protocol (February, 2007). The verification was based on information supplied by TYMCO, Inc., and the performance tests conducted by the TA on the TYMCO Model DST-4 Regenerative Air Street Sweeper in June of 2008 according to the "PM₁₀ and PM_{2.5} Street Sweeper Efficiency Test Protocol" (City of Toronto, April 2008). The verification renewal completed in March 2017 also conforms to the ISO 14034:2016, Environmental management -- Environmental technology verification (ETV).

What is the ETV Program?

The Canadian Environmental Technology Verification (ETV) Program is delivered by GLOBE Performance Solutions under a license agreement from Environment Canada. The Canadian ETV Program is designed to support Canada's environment industry by providing credible and independent verification of technology performance claims.

For more information on the TYMCO Model DST-4 Dustless Regenerative Air Street Sweeper, please contact:

TYMCO, Inc.
225 E. Industrial Blvd.
Waco, Texas 76705 USA
Tel: 254-799-5546
Fax: 254-799-2722
Email: info@tymco.com
www.tymco.com

Canadian ETV Program Contact Information:

c/o GLOBE Performance Solutions
World Trade Centre
404 - 999 Canada Place
Vancouver, B.C. V6C 3E2 Canada
Tel: 604-695-5018
Fax: 604-695-5019
etv@globepformance.com
www.etvcanada.ca



Limitation of Verification

Environment Canada, the Canadian ETV Program, and the Verification Expert provide the verification services solely on the basis of the information supplied by the applicant or vendor and assume no liability thereafter. The responsibility for the information supplied remains solely with the applicant or vendor and the liability for the purchase, installation, and operation (whether consequential or otherwise) is not transferred to any other party as a result of the verification.

VERIFICATION STATEMENT

GLOBE Performance Solutions

Verifies the performance of


Elgin Crosswind® NX Street Sweeper

Developed by Elgin Sweeper Company
Elgin, Illinois, USA

In accordance with

ISO 14034:2016

Environmental Management —
Environmental Technology Verification (ETV)



John D. Wiebe, PhD
Executive Chairman
GLOBE Performance Solutions

May 31, 2018
Vancouver, BC, Canada



Verification Body
GLOBE Performance Solutions
404 – 999 Canada Place | Vancouver, B.C | Canada |V6C 3E2

Performance Claims

The Elgin Crosswind® NX Street Sweeper is a truck-mounted regenerative-air street sweeper, which was operated by a Vendor's representative at an average speed of $5.0 \text{ km}\cdot\text{h}^{-1}$ in a controlled space where no water or any other liquids were permitted. The sweeper was operated with right-hand side broom (gutter broom) and the center broom operating. In addition, neither water spray nor gutter broom shrouds were used during testing.

The final average performance indicators – at the 95% confidence interval – of the Elgin Crosswind® NX Street Sweeper are as follows:

1. Maximum concentration of PM_{10} air contamination of $0.010 \pm 0.002 \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
2. Total concentration of PM_{10} air contamination of $6.12 \pm 0.43 \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
3. Maximum concentration of $\text{PM}_{2.5}$ air contamination of $0.008 \pm 0.002 \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
4. Total concentration of $\text{PM}_{2.5}$ air contamination of $4.71 \pm 1.93 \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
5. A removal efficiency of test material from surface of $81.8\% \pm 3.6\%$; and
6. Deposit of test material on sidewalk of $0.03\% \pm 0.03\%$.

Technology Application

Elgin's Crosswind® recirculating vacuum sweeper efficiently cleans large flat paved areas such as streets, parking lots, and airport runways. Mounted on the short-wheelbase chassis of either conventional or cab-over chassis, the Crosswind is operated by simple rocker switches and comes with a complete set of gauges. A combination of large hopper and water tank provides the sweeper with a long work period between trips to dumping, re-watering and fueling sites.

Performance Conditions

The Elgin Crosswind® NX Street Sweeper was tested at the Prairie Agricultural Machinery Institute (PAMI) facility (Test Agent, TA) in Humboldt, Saskatchewan over three test days in October of 2008. The test facility was an enclosed tent about 80m x 11m. The test material was Camel-Wite®, manufactured by Debro Chemicals and Pharmaceuticals, a calcium carbonate-based powder with a mean diameter of about three microns. A total of $271 \pm 3 \text{ kg}$ were applied to the test track, which consisted of two strips that were 2.75 m x 30 m each. The TA conducted the testing and measurement according to the "PM10 and PM2.5 Street Sweeper Efficiency Test Protocol Version 1" (City of Toronto, April 2008).

Technology Description

The Elgin Crosswind® NX applies the Vendor's patented NX filtration technology (Federal Signal Corporation) as an optional feature to a standard Elgin Crosswind® sweeper. A regenerative-air sweeper incorporates a wide, laterally-positioned pick-up head (hood) that is drawn along the pavement by the truck.

Materials from the curb areas are moved into the pick-up head's path by side broom(s) (also known as gutter broom(s)) located on one or both sides of the sweeper. Within the pick-up head, a high velocity air flow is created across its entire width to loosen, lift and accelerate particles on the pavement and pneumatically convey them to a large diameter outlet duct, which is connected to the main collection hopper.

ISO 14034:2016 – Environmental management – Environmental technology verification (ETV)

Material and air enters the Crosswind®'s main collection hopper where conveying velocities are rapidly reduced by volumetric expansion, which causes most materials to separate from the air stream. As the air is drawn out of the hopper, it passes through an inertial separator (centrifugal type) designed to further remove particles from the air stream.

The total air flow is then separated into two flows, each having a dedicated air mover. The first flow is drawn through the patented, fine particulate filtration system before entering the air mover and being exhausted to the atmosphere. The second flow is drawn to the Crosswind®'s abrasion resistant fan and is returned to the pick-up head. Within the pick-up head, the return air is distributed to areas where its velocity acts upon materials on the pavement to accelerate and direct them toward the pick-up head outlet. This distribution is through a full-width pressure slot aimed at the ground and toward the direction of travel.

The pick-up head is equipped with flexible curtains to closely follow the road surface and assist in channeling the pick-up head airflow to the outlet duct with minimal leakage. By exhausting air from the first flow noted above, the street-facing portions of the pick-up head remain at a pressure slightly lower than atmospheric while the vehicle progresses and ingests particles, debris and some atmospheric air. The pick-up head is equipped with an optional center broom, which assists the high velocity air flows in loosening and lifting particles and debris from the pavement. This broom is laterally positioned relative to the direction of travel and is located behind the full-width pressure slot. Particles removed from the air stream by the NX technology filter are directed to an airlock device, which allows the particles to be disposed of when desired. This dust can be directed into a disposal receptacle or conveyed back to the main collection hopper (optional).

Verification

This verification was first completed in March 2009 and has been considered valid for subsequent renewal periods every three (3) years thereafter. The verification was based on information supplied by Elgin Sweeper Company, and the performance tests conducted by the Test Agent on the Elgin Crosswind® NX Street Sweeper in October of 2008 according to the "PM₁₀ and PM_{2.5} Street Sweeper Efficiency Test Protocol Version 1" (City of Toronto, April 2008).

The original verification was completed by ORTECH Environmental of Mississauga, Ontario as the Verification Expert, using the Canadian ETV Program's General Verification Protocol (February, 2007). This ETV renewal is considered to meet the equivalency of an ETV verification completed using the International Standard *ISO 14034:2016 Environmental management – Environmental technology verification (ETV)*.

What is ISO 14034:2016 Environmental management – Environmental technology verification (ETV)?

ISO 14034:2016 specifies principles, procedures and requirements for environmental technology verification (ETV), and was developed and published by the *International Organization for Standardization (ISO)*. The objective of ETV is to provide credible, reliable and independent verification of the performance of environmental technologies. An environmental technology is a technology that either results in an environmental added value or measures parameters that indicate an environmental impact. Such technologies have an increasingly important role in addressing environmental challenges and achieving sustainable development.

--- Continued ---

Verification Statement – Elgin Crosswind® NX Street Sweeper – Elgin Sweeper Company

For more information on the Elgin Crosswind® NX Street Sweeper please contact:

Elgin Sweeper Company
1300 West Bartlett Road,
Elgin, IL 60120 USA
Tel: (847) 741-5370
Fax: (847) 741-5547
Email: sales@elginsweeper.com
www.elginsweeper.com

For more information on ISO 14034:2016 / ETV please contact:

GLOBE Performance Solutions
World Trade Centre
404 – 999 Canada Place
Vancouver, BC
V6C 3E2 Canada
Tel: 604-695-5018 / Toll Free: 1-855-695-5018
etv@globepformance.com

Limitation of verification

GLOBE Performance Solutions and the Verification Expert provide the verification services solely on the basis of the information supplied by the applicant or vendor and assume no liability thereafter. The responsibility for the information supplied remains solely with the applicant or vendor and the liability for the purchase, installation, and operation (whether consequential or otherwise) is not transferred to any other party as a result of the verification.

THIS CONTRACT MADE THIS 10th DAY OF July, 2017 (the "Effective Date")

BETWEEN:

CITY OF HAMILTON
(hereinafter referred to as the "City")

- and -

THE EQUIPMENT SPECIALIST INC.
(hereinafter referred to as the "Vendor")

WHEREAS:

- A. At its meeting of September 10, 2014, City Council approved item 5.5 of the Public Works Committee Report 14-010, which was updated on September 19, 2016 when City Council approved item 5.3 of the Public Works Committee Report 16-015, and the negotiation of house accounts for the supply of certain equipment including Street Sweeper from identified single source suppliers and authorized the General Manager of Public Works or his designate to enter into this Contract ("Authorization");
- B. The City and the Vendor wish to enter into an agreement (the "Contract") to clarify and provide the terms under which such goods shall be provided; and

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City and the Vendor, the City and the Vendor mutually covenant and agree as follows:

1.0 INTERPRETATION

- 1.1 Whenever used in this Contract, including the Schedules, the following words have the following meanings:

"Base Unit Price" means the unit price quoted in Schedules "A" without options, shipping or exchange rates.

"Business Day" means any day other than a Saturday, Sunday or any statutory or civic holiday observed in Hamilton, Ontario and between the

hours of 8:30 a.m. and 4:30 p.m. Hamilton time.

"Change Order" means a written formal document issued to the Vendor by the City confirming that the Vendor may proceed with the change identified in the Contemplated Change Order.

"Contemplated Change Order" is a formal written document issued to the Vendor by the City requesting that the Vendor provide confirmation that a requested change(s) to the specifications of the Equipment can be made by the Vendor and requesting that the Vendor advise of any possible pricing change that would arise from such a change. No change shall be authorized until a formal Change Order is issued by the City.

"Contract" means this contract and all schedules and documents attached hereto as it and they may be amended from time to time.

"Dual Steer" means a Street Sweeper that has two steering wheels.

"Effective Date" shall be the commencement date identified section 3 – Term or where none is indicated the date inserted above.

"Equipment" means any or all of the Street Sweeper including any parts, options, packages or accessories identified and priced in the Vendor's quote as ordered by the City.

"Non-stock Parts" means Equipment parts that are not ordered on a regular basis and are not listed in Schedule "B" but are required to minimize Equipment downtime.

"Single Steer" means a Street Sweeper that has one steering wheel.

"Stock Parts" means the Vendor Equipment parts as listed in Schedule "B".

"Total Unit Price" means the total price to be paid for each assembled unit of Equipment ordered by the City from the Vendor and shall include the Base Unit Price plus the costs for all available options selected by the City, shipping and exchange rates. All technical and operating training, testing, operating manuals, special tools required to operate or perform routine servicing, inspections, or any other requirements to license or operate the Equipment shall be included in this price.

"Vehicle" means the Street Sweepers as described in Schedule "A".

- 1.2 Capitalized words or expressions used in this Contract shall have the meanings set forth under the heading "Definitions" or as otherwise given

to such capitalized words or expressions pursuant to the terms of this Contract.

2.0 SCHEDULES

2.1 It is understood and agreed that the following Schedules are included in and form part of this Contract as if embodied herein (even if not physically attached hereto):

Schedule "A": The Vendor's Quotes dated February 3, 2017;

Schedule "B": Vendor's Parts Price List – May 8, 2017;

Schedule "C": The Sample Vehicle Birth Record and Parts Form;

Schedule "D": List of City Locations for Parts Delivery; and

Schedule "E": Warranties.

3.0 TERM

3.1 The term of this Contract (the "Initial Term") shall be one (1) year commencing on the Effective Date and ending on December 31, 2018 unless terminated or extended in accordance with the provisions of this Contract.

3.2 The City shall be entitled to extend the Contract for four (4) additional one (1) year periods (the "Extension Terms" which together with the Initial Term are the "Term"). There is no obligation on the City to extend the Contract. Any extension shall be on the same terms and conditions as the Initial Contract.

3.3 Where the City decides to extend the Contract, the City shall notify the Vendor of its intention to do so by providing to the Vendor written notice of its intention to do so no later than thirty (30) calendar days prior to the end of the Initial Term or Extension Term (as the case may be).

3.4 All terms and conditions of this Contract, including any extension of this Contract, shall remain the same throughout the duration of the Contract unless mutually agreed upon in writing by both Parties.

4.0 SCOPE OF THE CONTRACT

- 4.1 The Vendor agrees to sell, assign, transfer, grant, and convey its entire right and interest in and to deliver the Equipment to the City free and clear of all liens upon payment in full of the invoice for the Equipment.
- 4.2 The Vendor further agrees to supply all parts and service as described herein on the terms and conditions set out in this Contract.
- 4.3 The City agrees to purchase the Equipment described herein on the terms and conditions set out in this Contract.
- 4.4 The Vendor shall be responsible for providing service and Equipment in accord with the terms of this Contract and in strict conformity to it and shall only alter the service or Equipment at the request of the City. The Vendor must correct any defects in parts, service or Equipment whenever discovered by it or whenever brought to its attention.

5.0 PRICE

- 5.1 The Vendor shall supply Equipment and parts to the City at the prices set out in Schedules "A" and Schedule "B" of this Contract.
- 5.2 All prices are quoted exclusive of Harmonized Sales Tax or other applicable sales or value added taxes, imposed under the laws of the Province of Ontario and the laws of Canada applicable therein. All prices include the cost of shipping and are priced in Canadian funds.
- 5.3 The Base Unit Price and available options discounts shall be calculated based on the number of units ordered yearly and applied to the Total Unit Price, as follows:
 - 5.3.1 1- 4 units - no discount;
 - 5.3.2 5 or more units – one percent (1%) discount.

The date to verify the exchange rate shall be on the 1st of the month in which the order shall be placed.

- 5.4 Price increases or decreases for Schedules "A" (The Vendor's Quotes) will reflect the exchange rate on the 1st of the month in which a Vehicle is purchased. The Vendor shall inform the City of any increases or decreases in price prior to the City submitting a purchase order for a Vehicle.

Price increase or decreases for Schedule "B" (Vendor's Parts Price List) shall be provided by the Vendor to the City on an annual basis with the Vendor providing to the City notice of any such increases at least sixty (60) days prior to the end of the current Term of the agreement.

If the City is not notified of any price increases, prices shall remain unchanged.

During such notice period, the City may in its sole discretion negotiate the requested Schedule "A" and "B" rate increases or decreases with the Vendor. In addition to the supporting documentation provided by the Vendor, the City may consider the consumer price index and any of the factors set out in 5.5 below in such negotiations.

5.5 Any price increase contemplated in 5.4 above must be mutually agreed upon and shall only be based upon the following factors:

5.5.1 Government Mandated upgrades – for Equipment only;

5.5.2 Exchange rates shall be applicable to any parts affected by the fluctuation in the Canadian Dollar. Pricing adjustments shall be considered up to the difference of the previous year's exchange rate and the exchange rate upon request of the adjustment ninety (90) calendar days prior to the anniversary date of this agreement. The initial date to verify the exchange rate shall be the anniversary date of this agreement. *Source: Bank of Canada;*

5.5.3 Exchange rates shall be applicable to any equipment affected by the fluctuation in the Canadian Dollar. Pricing adjustments shall be considered up to the difference of the exchange rate posted on the Bank of Canada site. The date to verify the exchange rate shall be on the 1st of the month in which the order shall be placed. *Source: Bank of Canada;* and

5.5.4 Statistics Canada's consumer price index Transportation section. *Source: Statistics Canada, CANSIM, table 326-0020 and Catalogue nos. 62-001-X for the 12-month period previous, Reference link listed: <http://www.statcan.gc.ca/tables-tableaux/sum-som/I01/cst01/cpis01g-eng.htm>. If this site discontinues publishing these statistics, the City shall provide an alternate relevant link for basis of an adjustment. The Vendor will only be entitled to increase the price of the Equipment, as outlined in Schedule "A", to meet Canada's consumer price index for Equipment purchased by the City after December 1, 2017.*

- 5.6. If the Vendor can offer a reduced price due to a change in inventory or a previous year's model the City reserves the right to accept the reduced unit price.

6.0 COVENANTS AND REPRESENTATIONS OF THE VENDOR

In addition to its other responsibilities and obligations under the Contract, the Vendor expressly agrees and covenants to,

- 6.1 perform all of the services and deliver all of the goods identified in the Terms of Reference, as well as all other services identified or otherwise contemplated in the Contract Documents and provide all things necessary to perform same;
- 6.2 furnish all services, labour, goods, material, equipment, facilities and all incidentals to undertake, perform and complete its undertakings, obligations and responsibilities;
- 6.3 fully, properly, skilfully, diligently and in good faith undertake, perform and complete all of the Vendor's duties, obligations and responsibilities under the Contract;
- 6.4 employ properly qualified and experienced workers to carry out or supply all goods, services or work required under the Contract and provide them with equipment in good working condition, and access to all materials, equipment and accessories required to perform their obligations in a diligent and timely manner;
- 6.5 where the Vendor fails or neglects to commence or to proceed with the provision of services diligently and at a rate of progress that in the opinion of the City will ensure entire completion within the time provided for in the Contract or fails to meet a time requirement provided for in the Contract, the City shall be entitled to recover from the Vendor all losses, damages and expenses incurred by the City or may be incurred by the City by reason of such default by the Vendor;
- 6.6 the Vendor shall not deviate from the Contract without the prior consent of the City in writing;
- 6.7 the Vendor covenants that it shall inspect, and shall cause all of its sub-contractors to do so as well, all elements, parts, items or surfaces affecting or involving their work and inform the City immediately, in writing, of any and all deviations from the drawings and specifications approved by the City and/or from accepted good practice and standards involving or affecting their work. Without limiting the Vendor's obligations and

responsibilities under the Contract, neither the Vendor nor any of its sub-contractors shall proceed with their work if these deviations will influence or affect the appearance or quality of their work or any aspect of the Project until same are corrected by the Vendor. The Vendor shall bear the cost of any delay caused by a deviation by it or any of its sub-contractors from the Contract or any accepted practice or standard required under the Contract, without the prior consent of the City. Nothing herein shall alter or derogate from the responsibility of the vendor under the Contract; and

- 6.8 in full accordance with the Contract in a good professional manner, according to the best standards of practice of the industry, profession or trade in which the Vendor carries on business (including any applicable standards of professional conduct) and with all due diligence.

7.0 EXCESSIVE CLAIMS

- 7.1 The City may review and disallow an invoice, or reduce the amount of an invoice, submitted for hourly labour costs, or for material supplied, where the City's Procurement Manager concludes on reasonable grounds that the amount of that invoice is excessive, taking into account the time and materials that would ordinarily be required by a competent professional or tradesman to carry out the work or project to which the invoice relates.

- 7.2 Prior to disallowing or reducing an invoice under subsection (7.1), the City shall notify the Vendor in writing of its intention to review the invoice in question, and shall allow the Vendor to make written or oral representations to the City's Procurement Manager as to whether the amount invoiced is excessive. The Procurement Manager shall take those representations and all other relevant facts into account before reaching any conclusion under subsection (7.1). Any decision made by the Procurement Manager under this section is final and conclusive between the parties.

- 7.3 No invoice shall be disallowed under this section where the billing to which it relates is in strict accord with the terms of the Contract documents.

8.0 PERFORMANCE REVIEW

- 8.1 Where the City's Procurement Manager so directs, the City and the Vendor shall carry out a periodic performance review in accordance with this section concerning the provision of services by the Vendor.

- 8.2 Performance under the Contract shall be assessed by reference to the following criteria:

- 8.2.1 general responsiveness of the work relationship;
 - 8.2.2 conformity of the provision of services with the Contract documents;
 - 8.2.3 general conformity with the reasonable expectations of the City under the terms of the Contract in their entirety;
 - 8.2.4 general dependability of the goods and services supplied; and
 - 8.2.5 turn-around time on the placement of orders (to the extent applicable).
- 8.3 The respective representatives of the City and Vendor shall meet at mutually agreeable times within ten (10) Business Days of the end of each consecutive six (6) month period of the provision of services under this Contract.
- 8.4 Where a performance review is conducted under this section, each of the agreed aspects of the Vendor's performance shall be ranked by the City at one of the following standards:
- 8.4.1 Satisfactory (performance in accordance of general standard of City suppliers); or
 - 8.4.2 Unacceptable (performance well below the general standard of City suppliers).
- 8.5 At any performance review under this section, the Vendor shall be entitled to identify any aspect of the City's operations that is undermining the Vendor's ability to deliver at least a satisfactory level of performance with respect to some criteria of assessment, and where the City concludes that this is in fact the case, the ranking given to the Vendor with respect to that criteria of assessment will be adjusted accordingly.
- 8.6 Where at a performance review, one or more criteria of assessment are ranked as unacceptable,
- 8.6.1 The parties shall agree at the time of the conduct of the review or within ten (10) Business Days thereafter, on the measures to be taken by the Vendor during the ensuing contract review period to improve its performance to at least a good standard; and
 - 8.6.2 Within ten (10) Business Days of agreeing on those measures, the Vendor shall confirm in writing that the measures in question have been implemented.

- 8.7 Where the Vendor fails or refuses to implement measures as provided in subsection 8.6 above it shall be deemed to be in default under the Contract, and the City may take such remedies as provided for in the Contract Documents or are otherwise available at Law or in equity.
- 8.8 In addition to the regular performance review provided for in subsections 8.2 through 8.7 above, where in the opinion of the Procurement Manager the performance of the Vendor is not satisfactory, then in addition to such other rights and remedies to which the City may be entitled to by Law or under the terms of any of the Contract Documents, the City may,
- 8.8.1 issue an oral warning to the Vendor, identifying the non-compliance with the Specifications or other grounds of unsatisfactory performance, and requiring the Vendor to correct the same; or
- 8.8.2 issue a written notice, setting a time period for the Vendor to correct the unsatisfactory performance, and warning that the Contract shall be liable to be terminated without further warning if the unsatisfactory performance is not corrected within the time allowed;
- and until the City is satisfied that the unsatisfactory performance has been corrected, the City may holdback from any payment an amount sufficient to rectify the unsatisfactory performance until its requirements have been met.
- 8.9 Where the unsatisfactory performance of a supplier is not corrected within the time allowed under subsection 8.8 above,
- 8.9.1 the City may apply any holdback retained under that subsection towards the correction of the unsatisfactory performance and may thereupon cancel the Contract with the Vendor without further warning; and
- 8.9.2 that fact may be taken into account by the City with regard to the award of any future contract.
- 8.10 Nothing in subsections 8.8 or 8.9 shall restrict the right of the City to terminate the Contract at any time under any other provision of the Contract Documents or under any rule of Law, but any such right may be exercised by the City in its absolute discretion.

9.0 PURCHASE OF NEW EQUIPMENT

Section 9.0 applies to the purchase of new Equipment only.

9.1 PRE-BUILD AND PRE-DELIVERY MEETINGS & INSPECTIONS

- 9.1.1 A pre-build meeting between the City's Central Fleet Services Division and the Vendor or where necessary the Manufacturer shall be held at City of Hamilton - Fleet Services, 330 Wentworth Street North, Hamilton, ON prior to Vendor starting the build of Equipment, which will allow for a review of the Equipment blue prints. Such meeting shall be scheduled for a mutually agreeable date and time and will provide for a minimum notice to both parties of at least ten (10) Business Days.
- 9.1.2 The Vendor shall submit for approval to the City, two (2) sets of layout drawings, which shall be approved prior to the Vendor starting construction of the Equipment. Once approved, one set of blueprint drawings shall be retained by the City's Central Fleet Services Division and the second set shall be returned to the Vendor.
- 9.1.3 The Vendor shall permit for up to four (4) City staff to visit the Equipment Manufacturers' facility for a pre-paint meeting. During the pre-paint meeting, the City shall verify the final assembled Equipment as per the drawings previously approved and may conduct function testing of the Equipment and various components. Corrections (if any) to meet the approved drawings and to ensure proper functionality of the Equipment shall be made by the Manufacturer following that visit at no additional cost to the City.
- 9.1.4 The City reserves the right to inspect the Equipment, within the Manufacturer's normal business hours, at any other point during construction, which inspections shall be with appropriate notice to the Manufacturer or Vendor so that the Vendor may also be present during such inspections (where applicable and appropriate).
- 9.1.5 The City will only accept the final delivered Equipment once it has confirmed that it meets the specification as per the approved drawings.

9.2 ADVERTISING PROHIBITED

Advertising on the Equipment is prohibited. The Vendor shall ensure that neither its name nor any other advertising, other than the usual insignia, are applied by the Vendor on the Equipment.

9.3 ASSEMBLY

The Total Unit Price shall include all assembly. The Equipment shall be in complete working condition with all accessories installed and operational upon delivery in accordance with the optional specifications identified as appropriate for the particular Equipment at the time of it being ordered.

9.4 WARRANTY

- 9.4.1 The Vendor will honour, execute and manage the Vendors warranty from the date of acceptance of the Equipment and will be the City's sole source of contact with respect to the administration of all equipment warranty(s). The City will deal directly with the warranty provider as per the Schedule "E" of this Agreement.
- 9.4.2 The City's responsibility for warranty work shall end at notifying the Vendor. All original Vendors' component warranties shall apply.
- 9.4.3 The Vendor shall warranty any and all changes made to original Equipment to accommodate accessories, modifications, or additions to the Equipment.
- 9.4.4 All warranty repairs will be completed at City of Hamilton – Fleet Services, 330 Wentworth St. N. Hamilton, Ontario, Canada or any City facility specified at the time of the warranty repair. Alternatively, where the Equipment requires to be transported elsewhere for warranty work to be conducted, it will be the responsibility of the Vendor to pick up the Equipment and return on completion of such warranty work return the Equipment to the City of Hamilton location from which it was picked up.
- 9.4.5 The Vendor shall respond to the City within eight (8) hours of being notified of a warranty claim. Where warranty work has been identified as an immediate repair, the Vendor shall respond within two (2) hours on how the warranty work will be carried out. In the event that the time stipulated is not acceptable to the City, the warranty repairs shall be completed at a City of Hamilton facility by City staff or a third party.
- 9.4.6 The Vendor shall honour the warranty for such work in subsection 9.4.5 that is conducted by the City or a third party. The Vendor shall cover all expenses, including but not limited to parts, labour and towing that is associated with the warranty work.
- 9.4.7 Any and all service repairs that fall outside of warranty coverage, shall be conducted by the Vendor at an hourly labour rate identified in Schedule "E" of this Agreement.

9.4.8 Any parts that are not covered under warranty will be provided at the prices set out in Schedule "B". Parts not listed in Schedule "B" will be quoted at the time of purchase. The Vendor shall supply annually to the City a current most commonly ordered parts price list for use in this provision. Increases in prices set out in Schedule "B" shall be addressed in accordance with section 5 of this Contract.

9.5 SPECIAL TOOLS

Any special tools required to operate or perform routine servicing of the Equipment shall be supplied at time of delivery and are to be included in the Total Unit Price. The Vendor shall include any testing information, inspections, scaling, or any other requirements to license or operate the Equipment.

9.6 OPERATOR TRAINING

9.6.1 The Vendor shall provide a person who is fully qualified to operate and instruct on the operation, maintenance and use of the Equipment. The Vendor shall conduct an initial training session on the operation and maintenance of the Equipment. The cost of this training, if any, shall be included in the Total Unit Price.

9.6.2 Initial training shall be arranged with the City's Fleet Analyst prior to delivery of the Equipment. Initial training sessions, consisting of at least two (2) half (½) day sessions (subject to change in the event that group size warrants it), shall take place within the geographical area of the City at a site selected by the City and or any location as agreed upon between the City and Vendor. If available, the Vendor shall provide to the City an operating training video in DVD format.

9.6.3 Any mechanical training sessions will take place at The Equipment Specialist Inc.

9.7 TECHNICAL TRAINING

9.7.1 The Vendor shall provide initial training to persons identified by the City at no extra cost. The initial training costs are included in the prices quoted in Schedules "A".

9.7.2 The Vendor shall provide a person who is fully qualified to provide technical training to technicians in the repair and maintenance of the Equipment. The cost of this training, if any, shall be included in the Total Unit Price.

9.7.3 Initial training shall be arranged with the City's Fleet Analyst prior to delivery of the Equipment and shall take place within the geographical area of the City at a site selected by the City.

9.8 TECHNICAL INFORMATION

9.8.1 The Vendor shall complete in full for each unit of Equipment, a Vehicle Birth Record and Parts Form containing basic technical and vehicle information such as engine number, transmission model, fluid types, tire sizes, belt and filter part numbers, gross vehicle weight rating etc. in the form attached as Schedule "C" to this Contract.

9.8.2 A Vehicle Birth Record and Parts Form shall be provided to the City for each piece of Equipment prior to its delivery and shall be delivered to:

Attention: Fleet Analyst (as named on the Purchase Order)
City of Hamilton,
Hamilton Fleet Services,
330 Wentworth Street North,
Hamilton, Ontario
L8L 5W2

9.8.3 The Equipment will not be "Accepted" by the City without all of the above information.

9.9 MANUALS

9.9.1 Operators' manuals shall be included in the Total Unit Price.

9.9.2 An operator's manual shall be delivered with each piece of Equipment as part of the delivery acceptance.

9.10 CHANGE ORDERS

No changes identified in a Contemplated Change Order shall be implemented until and unless a Change Order has been issued to the Vendor by the City.

9.11 DELIVERY OF EQUIPMENT

9.11.1 The Vendor shall affect the delivery of the Vehicle no later than one hundred and fifty (150) calendar days for a Single Steer and no later than two hundred and ten (210) calendar days for a Dual

Steer from the date of Purchase Order. The Vendor shall affect the delivery of other Equipment no later than one (1) calendar days from the date of Purchase Order.

- 9.11.2 Only pre-arranged delivery with the City's Fleet Analyst shall be permitted. Pre-arranged delivery is necessary in order for the City to assist with unloading of equipment and parts being delivered.
- 9.11.3 All goods and Equipment are to be Freight on Board (F.O.B.) with deliveries for acceptance occurring Monday to Friday, between the hours of 9:00 a.m. and 2:00 p.m. (Hamilton time) at the City's Central Garage, 330 Wentworth Street North, Hamilton Ontario.
- 9.11.4 Vehicles shall be delivered with:
 - (a) a Ministry of Transportation of Ontario (MTO) safety sticker dated to the month of the delivery;
 - (b) a New Vehicle Information Statement (NEVIS) or a Certificate of Origin; and,
 - (c) a weight slip that reflects the shipping weight of the Vehicle and its attachments.
- 9.11.5 Upon delivery of Equipment and prior to acceptance, the City shall carry out any required tests and a general inspection, to confirm that the Equipment delivered is in accordance with the agreed upon specifications and all requirements contained in this Contract.

9.12 ACCEPTANCE OF EQUIPMENT

A breach of any of the provisions under this section shall be subject to section 18 (Termination, Default and City's Remedies) of this Agreement.

- 9.12.1 Equipment acceptance, following the pre-arranged delivery of the Equipment in accordance with subsection 9.11 above, requires the Vendor to deliver all keys, documentation, special tooling (unless otherwise specified), allow for an inspection by the City and no invoicing will be approved before prior to such acceptance occurring.
- 9.12.2 The City shall have fourteen (14) Business Days from the date that the Equipment has been placed into service to advise the Vendor of any deficiencies in the Equipment that would preclude its acceptance of the Equipment.
- 9.12.3 The Vendor shall correct any deficiencies identified to it by the City. Such deficiency correction shall occur within a reasonable

time, to be agreed upon by the City and the Vendor at the time that such deficiencies are identified, and all such deficiencies shall be corrected at the Vendors expense.

9.12.4 Acceptance of seasonal Equipment purchased in an off-season (i.e. winter where the Equipment is intended for summer use) may be deferred until the Equipment can be put into use. Any corresponding obligation on the part of the Vendor to correct such deficiencies shall also be deferred to such time as the deficiencies can be identified to it by the City.

9.13 LICENSING

The Vendor shall register and obtain the required Ministry of Transportation Ontario (MTO) permit, license plate, and license plate sticker (the "Licensing") prior to the Vehicle being delivered to the City. The City shall reimburse the Vendor, as outlined in section 12, for the MTO license plate sticker fee only. The Vendor may not apply an administration fees for obtaining the Vehicle Licensing. The Vendor shall contact the City for instructions prior to obtaining the Vehicle Licensing.

9.14 CANADA MOTOR VEHICLE SAFETY ACT (CMVSA)

The Vehicle shall meet or surpass the mandatory requirements of the *Canada Motor Vehicle Safety Act* (S.C. 1993, c.16) and its Regulations in effect on the date of manufacture and the Vehicle shall bear the National Safety Mark.

10.0 PURCHASE OF PARTS AND SERVICES (OR BOTH)

Section 10.0 applies to the purchase of parts and Services (or both) only.

10.1 ORDER PLACEMENT

The City will place its orders for parts by its Central Fleet Services Division issuing to the Vendor a purchase order. The purchase order number must be included on all invoicing and documents submitted by the Vendor to the City. Failure to do so may result in either the invoice being rejected or a delay in it being processed.

10.2 ACCEPTANCE OF PARTS

10.2.1 Parts delivered to the City under this Contract shall remain the property of the Vendor until a physical inspection of the part has

been made by the City and it is accepted as being to the City's satisfaction.

10.2.2 In the event that parts supplied by the Vendor are found to be defective or not in conformity with this Contract, the City reserves the right to cancel its order upon providing written notice to the Vendor of its intention to do so. In any such instance, the City shall return the parts to the Vendor at the Vendor's expense.

10.3 STOCK AND NON-STOCK PARTS

Stock Parts:

10.3.1 The City maintains an inventory of selected Stock Parts, as listed in Appendix B, that are expected to wear during the normal operation of Equipment, which are tracked and reordered in advance. The Vendor will endeavor to deliver all parts ordered for Stock Parts inventory to the stated city location by the end of the next business day.

10.3.2 Where the Vendor is unable to fill an order for Stock Parts within the timelines set out in subsection 10.3.1 above and those parts are backordered, the Vendor will provide the fastest freight means available, including overnight air freight, at no cost to the City in order to keep the backorder time as short as possible.

Non-Stock Parts:

10.3.3 The Vendor shall endeavor to deliver to the stated City location all Non-Stock Parts that are ordered by the City to satisfy critical breakdowns within twenty-four (24) hours of ordering.

10.3.4 Where the Vendor is unable to fill an order for Non-Stock Parts within the timelines set out in subsection 10.3.3 and those parts are backordered, the Vendor will provide the fastest freight means available at no cost to the City provided that it can ensure delivery within a further twenty-four (24) hour period.

10.3.5 Where the Vendor is unable to fill an order for Non-Stock Parts within the time period provided for in subsection 10.3.4 the Vendor shall advise the City of its estimated delivery date and the City will elect at its absolute discretion, whether or not it will wait for the Vendor to ship the parts in accordance with subsection 10.3.4 above or whether it will obtain the parts from an alternate source, in which case the Equipment warranty shall not be impacted and the

City may pursue performance management for breach of this agreement by the Vendor.

Identification of type of Parts being ordered:

10.3.6 The City will identify to the Vendor at the time of ordering parts whether they are a critical part required to repair an equipment breakdown or are for general inventory purposes in order for the Vendor to respond appropriately.

10.4 SHOP SUPPLIES

10.4.1 The Unit Prices shall include all associated operating supplies, all shop supplies, miscellaneous, and/or environmental disposal charges, pick-up, and delivery of the Vehicle as required.

10.4.2 Associated operating supplies, all shop supplies and miscellaneous items are defined as those that are not physically attached to a Vehicle and include tools or supplies for tools, abrasives, cleaners, paints, lubricants and adhesives. Items are typically applied in portions that are less than the full capacity of the container they are housed in or used on multiple tasks and Vehicles.

10.4.3 The City will not pay to the Vendor any additional costs of any kind other than the Flat Rate identified for Parts under Schedule "B".

10.5 DELIVERY

10.5.1 Deliveries may be coordinated through the City's courier account, the cost of which shall be borne by the City.

10.5.2 All deliveries shall be made between the hours of 7:00 am and 3:00 pm (Hamilton time) to locations within the City (see Schedule "C" attached to this Contract). The Vendor should note that the City's Central Garage closes at 3:00 pm on Fridays from April 15 to November 15.

10.6 RETURNS

10.6.1 The City shall be entitled to return to the Vendor any part or parts that it no longer requires because of obsolescence, fleet equipment disposal or other circumstances.

10.6.2 The City will provide written notice to the Vendor of its intention to return such part(s), which notice shall include the part description, number and any other available information about part.

10.6.3 Where part(s) are returned to the Vendor within ninety (90) calendar days of their original purchase, the Vendor shall fully credit the City with the cost of the part(s) and no administrative cost (including restocking, handling and or any other cost associated with the return) shall be assessed against that cost.

10.6.4 Where part(s) are returned to the Vendor outside of the ninety (90) calendar days referenced in subsection 10.6.3 above, the Vendor shall credit the City with the cost of the part(s) less a restocking charge which shall not exceed twenty-five percent (25%) of the current part(s) price.

10.7 PRODUCT INFORMATION

10.7.1 The Vendor will be required to provide an electronic version of their parts book containing the list of thirty (30) most commonly procured parts, the Vendor and a detailed description of each part identified in its quote attached as Schedule "B" in an Excel format.

10.7.2 The Vendor shall advise the City of any part(s) that have or will be discontinued or are no longer readily available during the term of this Contract and shall identify a substitute part to be used because of the discontinuation or unavailability of the original part(s).

10.7.3 The City shall have complete discretion in deciding whether or not to accept substitute part(s) recommended by the Vendor and may request that the Vendor source alternate part(s) and if the Vendor cannot supply the alternate part(s) to the City's satisfaction.

10.7.4 Any substitute part(s) proposed to be provided by the Vendor will be sold to the city at the same price as the original part(s).

10.8 QUALITY & CONSISTENCY OF SUPPLY

10.8.1 The Vendor shall monitor consistent quality and supply with respect to all part(s) supplied to the City under this Contract. A failure to provide consistent quality and supply may result in the early termination of this Contract by the City.

10.9 WARRANTY

10.9.1 All parts must carry a minimum ninety (90) calendar day warranty. On the City's request, the Vendor shall provide the warranty information on all parts. If any parts or labour carry an additional warranty, the Vendor shall supply it to the City, to the attention of

the Supervisor, Materials Management & Fuel Control or successor position, information about that warranty, including the length of time that the warranty is applicable.

10.9.2 Any labour costs resulting from the failure of a part supplied by the Vendor will be the Vendor's responsibility. The City will not reimburse the Vendor for any direct or indirect costs incurred to replace the failure of a part.

10.10 WORK ORDERS

10.10.1 The City shall issue Work Order forms for each incident that requires a response. The City shall issue Work Orders electronically to the Vendor by way of fax or e-mail in PDF format or another format that is compatible with the City and the Vendor's information systems. The Vendor shall provide the City with a valid company e-mail address and/or fax number in order for the City to issue Work Orders electronically.

If the Vendor does not have this electronic capability, the Vendor will have a maximum of six (6) months from the date that the contract comes into effect to adhere to this requirement.

10.10.2 All Work Orders submitted by the City shall list the following information:

- Work Order number;
- location (full address / area the response is required);
- date of the request; and
- description of the Service required.

10.11 REPAIRS OUTSIDE WARRANTY

10.11.1 If repairs are required outside if the warranty the Vendor will be contacted and instructed by the City to either perform specific Services or to perform an initial assessment and report on required repairs. The Vendor will be required to respond within one (1) hour of notification from the City's Central Fleet Division Representative (via phone, fax and / or by e-mail) of a repair request. The Vendor shall be required to pick up the Equipment and/or perform the required Service at a City of Hamilton Facility. If Services to the Equipment is to be completed at the Vendor's repair facility, repair work must commence within one (1) hour of the Equipment arriving at the facility.

10.11.2 Any additional Equipment deficiencies found by the Vendor during the initial assessment of the Equipment or during the specific

Service requested by the City shall be reported to the City's authorized Central Fleet Division Representative. No additional repairs, beyond the scope of Services originally agreed upon, shall be conducted until appropriate City approval has been granted.

10.11.3 The Vendor will include the following information on the repair estimate to the City:

- vehicle unit number
- services to be performed
- price estimate (separating Hourly Labour Unit Price and Parts Prices)
- estimated time the vehicle will be out of commission

10.11.4 Vendors will provide the City written estimates electronically by fax or e-mail.

10.11.5 A Vendor who performs Work Services that have not been authorized by the City will not be paid.

10.11.6 A Work Order number and the name of the City's Central Fleet Division Representative authorizing the Services must be clearly marked on the invoice for any additional work over one-thousand (\$1,000.00) dollars.

10.11.7 Upon completion of the Services, the Vendor will notify the City's Central Fleet Division Representative and request instructions for delivery of the Equipment. Unless otherwise directed, the Equipment will be delivered to a location identified by the City's Central Fleet Division Representative within one (1) hour of Services being completed.

10.12 VEHICLE COMPONENT REPLACEMENT

Where requested by the City, all components replaced in City of Hamilton Vehicles must be set aside by the Vendor. The Vendor shall tag the replaced components indicating the fleet unit number, the date of repair, and the repair order number. Replaced components shall be kept for thirty (30) calendar days by the Vendor. The Vendor shall be subject to vehicle replacement component audits by the City which shall consist of:

- a) Monthly random spot checks during the Initial Term of the Contract; and
- b) After the Initial Term of the Contract has expired, random spot checks on an as required basis with a minimum of six (6) random spot checks per year.

Deficiencies found as a result of a spot check will be handled in accordance with the provisions of the Contract.

11.0 ENVIRONMENTAL RESPONSIBILITY AND COMPLIANCE

The City's Central Fleet Division (330 Wentworth Street North, Hamilton, Ontario) has an Environmental Management System in compliance with the ISO 14001 standard and the City itself is registered to ISO 14001:2004. As such, with respect to the production or supply of parts and Equipment delivered to the City, the Vendor warrants that it shall:

- 11.1 ensure that it disposes of any waste generated from such production and supply in accordance with all applicable local, provincial or federal statutes;
- 11.2 make every effort to participate in any programs available to it, including, but not limited to recycling, reclaiming and reconditioning programs to insure minimal impact to the environment; and
- 11.3 be fully compliant with all environmental legislation, including the City's Sewer Use By-law (where it applies) in support of the City's Environmental Management System.

12.0 INVOICING AND PAYMENT

- 12.1 In consideration of the Equipment and parts being provided by the Vendor pursuant to this Contract, the City agrees to pay the Vendor for the Equipment and parts provided hereunder.
- 12.2 Payment shall be in accordance with those prices set forth in the Vendor's quote attached as Schedule "A" or "B" to this Contract, which prices will remain in effect during the term of this Contract.
- 12.3 Upon delivery of Equipment or parts to the City, the Vendor shall issue an invoice, which invoice must be delivered to the City electronically by way of fax or e-mail in PDF format or another format that is compatible with the City's information systems. If the Vendor does not have this electronic capability, the Vendor will have a maximum of six (6) months from the date that the contract comes into effect to adhere to this requirement.
- 12.4 All invoices submitted for payment to the City shall list the following:
 - 12.4.1 the unit price for all Equipment, accessories and/or parts supplied;

- 12.4.2 where applicable, the multiple unit discount as stated on the Vendor's quote;
 - 12.4.3 the Vendor's Equipment, description, accessories or part code number;
 - 12.4.4 reference to the purchase order number and/or work number, where applicable, issued for the Equipment, accessories or parts supplied; and
 - 12.4.5 the Vendor's name (where not otherwise obvious) and where Service is being performed the date of the service request and the City's assigned Vehicle Identification Number (not the VIN#).
- 12.5 All invoices issued by the Vendor shall contain pricing in accordance with those set out in Schedules "A" or "B" to this Contract.
- 12.6 Should an invoice be issued by the Vendor that does not correctly reflect the pricing set out in Schedules "A" or "B" to this Contract, the City will notify the Vendor of its error (by phone, fax or email) and the Vendor shall issue a new corrected invoice. The City will not accept credits and will not make a part payment of an invoice where it contains pricing errors. All incorrect invoices must be cancelled outright with a new invoice issued reflecting correct pricing.
- 12.7 The Vendor shall submit its invoices to the following address:
- City of Hamilton - Central Fleet Division
330 Wentworth Street North,
Hamilton, Ontario
L8L 5W2
- Only upon the acceptance of Equipment or parts by the Fleet Analyst will invoices be authorized for payment.
- 12.8 The City may change the above address by giving notice of such change to the Vendor in the manner prescribed in the Notice section of this Contract.
- 12.9 The City reserves up to ten (10) Business Days from the date of the receipt of the Vendor's Invoice and supporting documentation for checking, inspecting and confirming the receipt and acceptance of the Equipment or parts in accordance with this Contract.
- 12.10 The City shall endeavour to pay accounts within thirty (30) calendar days

of delivery of Equipment or parts to the City subject to any provisions set out herein with respect to acceptance of Equipment or parts, defects and incorrect invoices. In any event, no late fees, administrative charges or other fees shall be assessed to the City in the event that an invoice is not paid within the thirty (30) calendar day period.

13.0 INSURANCE

- 13.1 Throughout the term of the Contract (including any renewal thereof), the Vendor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:
- 13.1.1 Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage shall be included for injury/loss/damage, due to pollution arising from "hostile fires".
 - 13.1.2 Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Successful Bidder for the provision of services;
 - 13.1.3 Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence or such greater amount as the City may from time to time request, in respect of vehicles not owned by the Successful Bidder, that are used or operated on its behalf for the provision of services under the Contract; and
 - 13.1.4 Motor Truck Cargo or Transportation (All Risks) Insurance is to be provided for materials or equipment transported in the Vendor's vehicles or others hired by the Vendor from place of receipt to building sites or other storage sites.
- 13.2 The Vendor shall maintain Property Insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including but not limited to its equipment, tools, stock, used in connection with the Contract.

- 13.3 All policies of insurance within the scope of subsection 13.1 shall, subject to the terms of the indemnity provisions,
- 13.3.1 be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the City, that is licensed to carry on business in Ontario;
 - 13.3.2 show all values in Canadian Funds;
 - 13.3.3 be maintained continuously during the course of carrying out the Project, Work or Supply; or for such period of time as may be required after completion of the Project, Work or Supply, as deemed necessary by the City.
 - 13.3.4 provide for a deductible amount of no greater than \$10,000; or such other amount as the City, at its sole discretion, may deem appropriate.
 - 13.3.5 (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance) include the City named as an additional insured, to the extent of the Vendor's obligations to the City under the Contract Documents;
 - 13.3.6 contain cross liability and severability of interest provisions, as may be applicable;
 - 13.3.7 preclude subrogation claims against the City and any other person insured under the policy; and
 - 13.3.8 provide that at least thirty (30) calendar days prior written notice (fifteen (15) calendar days, in the case of automobile liability insurance, and ten (10) calendar days in the event of non-payment of premiums) shall be given to the City by the Insurer before the Insurer or Vendor takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
- 13.4 The City reserves the right to require the Vendor to purchase such additional insurance coverage as the City's Risk Management Services Office may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements (taking into consideration such matters as the nature of the

work, contract value, industry standards, and availability of insurance) as the City may reasonably require from time to time.

- 13.5 Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Vendor under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.
- 13.6 The Vendor shall pay all premiums on the policies as they become due provided that the City may pay premiums as they become due and deduct the amount thereof from moneys due from the City to the Vendor should the Vendor fail to do so.

14.0 PROOF OF INSURANCE AND CLAIMS PROTOCOL

- 14.1 The Vendor shall deposit with the City such evidence of its insurance as provided in or required under the provisions of the Contract,

- 14.1.1 at the time of execution of the Contract for Work (if any), or

- 14.1.2 in any event prior to commencing the Project, Work or Supply;
and

thereafter during the term of the Contract, no later than twenty (20) Business Days prior to the renewal date of each applicable policy, the Vendor shall deposit with the City's Manager Fleet an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of City contract, name of Insurer, name of broker, name of Insured, name of additional insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the City's election) a certified copy of the insurance policy or policies required under section 13.0. Certificate Holder will be addressed as the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address.

- 14.2 The Vendor shall not do or omit to do anything that would impair or invalidate the insurance policies.
- 14.3 Delivery to and examination or approval by the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Vendor of any of its indemnification or insurance obligations under the Contract. The City shall be under no duty either to ascertain the

existence of or to examine such certificates of insurance or policies of insurance or to advise the Vendor in the event such insurance coverage is not in compliance with the requirements set out in the Contract.

- 14.4 Claims reported to the Vendor by a third party or by the City shall be promptly investigated by the Vendor. The Vendor shall make contact with the claimant within forty-eight (48) hours of receipt of notice of a claim. The Vendor shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) Business Days of the notice. The Vendor shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the Vendor agrees to report the claim to its Insurer for further review and response to the claimant. Failure to follow this procedure shall permit the City to investigate and resolve any claims and offset the resultant costs against any monies due, from time to time, under the Contract.

15.0 INDEMNIFICATION

- 15.1 The Vendor shall indemnify and shall defend and save the City, its elected officials, officers, and employees harmless from and against any claims, proceedings, fines, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of,

15.1.1 the Vendor carrying out or failing to carry out any obligation to which it is subject, or exercising any right to which it is entitled, under the Contract except to the extent that the same are caused by the negligence or deliberate wrong-doing of the City or other person entitled to indemnification under this section, or

15.1.2 any patent, trademark, copyright infringement or other breach of any intellectual property right of any person, for which the Vendor or any subcontractor to the Vendor is responsible.

- 15.2 The right of indemnification granted to the City or other person entitled to indemnification under subsection 15.1 shall extend to any amount paid by that person in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but that person shall serve prior notice of any intended settlement on the Vendor, at least five (5) Business Days prior to agreeing to any such settlement.

- 15.3 The City may enforce the rights of indemnity conferred on the elected officials, officers, and employees of the City under subsection 15.1 on their behalf and to the same extent as if they were parties to the Contract.
- 15.4 The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the City, its elected officials, officers and employees provided under the Contract Documents.
- 15.5 The rights to indemnity provided for in this section shall survive the expiration or any termination of the Contract.
- 15.6 The Vendor shall maintain for the Term of this Contract insurance coverage in accordance with the provisions of this Contract. Failure to do so shall constitute a default of this Contract.
- 15.7 Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Vendor under this Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.

16.0 NOTICE OF DAMAGE OR LOSS

The Vendor shall give immediate notice, and written notice with complete details thereof, to the City of any accident, injury or harm to any person or any damage or loss of any property of any person at the City work site which comes to the attention of the Vendor, its officers, employees, members, servants or contractors, notwithstanding that the City may not have any obligation with respect to same.

17.0 COMPLIANCE WITH LAWS

- 17.1 Generally: The Vendor shall comply with and conform to all Federal, Provincial and Municipal Laws and regulations in performing the Contract including, without limitation, compliance with,
 - 17.1.1 Occupational Health and Safety Act, or any successor legislation, as applicable and provide to the City, upon request, reports confirming such compliance. The Vendor shall have both a written occupational health and safety policy and program to implement that policy and employees, Sub-Vendors and any other persons performing the Work shall be appropriately trained, licensed and certified, as required to perform the Work.

- 17.1.2 Human Rights Code and refrain from acts of discrimination and harassment in the same manner as would apply to employees of the City pursuant to its Code of Conduct;
- 17.1.3 Ontarians With Disabilities Act, 2001 (ODA), Accessibility For Ontarians With Disabilities Act, 2005 (AODA), O.Reg.429/07 (Accessibility Standards for Customer Service) and O.Reg.191/11 (Integrated Accessibility Standards). Prior to commencing Work, the Vendor shall provide a Statement of Acknowledgement to the City that it has read and understands the City's AODA Customer Service Standard Handbook; that it has provided the training required by said Handbook; and that it will comply with the requirements of said Handbook and applicable accessibility laws, regulations and by-laws. The City reserves the right to inspect the Vendor's training records relating to O.Reg.429/07 and O.Reg.191/11, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Vendor to amend its training policies, practices and procedures if the City deems the training is not compliant with the requirements of O.Reg.429/07 and O.Reg.191/11.

See City of Hamilton's AODA Customer Service Standard Handbook at: www.hamilton.ca/Procurement/AODA-Customer-Service-Standard-Handbook

- 17.2 Permits, Licenses and Approvals: The Vendor shall be responsible for applying for, obtaining and maintaining, at its own cost all necessary permits, licences, consents and approvals relating to the provision of services in accordance with the Contract.
- 17.3 WSIB: The Vendor prior to commencing the Project,
- 17.3.1 shall submit to the City an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the City deems necessary during the term of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or
- 17.3.2 furnish proof in a form satisfactory to the City from the Workplace Safety and Insurance Board that the Vendor does not require Workplace Safety and Insurance Board insurance, but in such a case if the Vendor changes its status during the term of the Contract so that such coverage is required, the Vendor shall immediately provide the City with the certificate required under

17.3.1 above. and

17.3.3 Where a substantial portion of the work to be done under the Contract is to be carried out by a Sub-Vendor, the City may require the Vendor to furnish the same evidence as provided under 17.3.1 above.

17.4 Patents and Copyrights and Use of Documents: The Vendor shall defend, indemnify and save harmless the City from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or material furnished by them under the Contract. No illegal commerce or gray market Goods shall be supplied to the City, and every person supplying Goods or Goods and Services to the City shall be deemed to have warranted that they are genuine and lawfully supplied. The Contract price shall include all payments made or to be made to any third party in respect of any right, patent, design, trademark or copyright used for the purpose of the Vendor performing the Contract.

17.5 Liens to Be Discharged: The Vendor shall pay punctually all amounts owing to its suppliers in respect of all services and materials supplied by them with respect to the Contract, including any applicable interest, taxes, costs and other charges, and shall forthwith cause every lien preserved or perfected by any person with respect to the Contract or the subject matter of the Contract to be vacated or discharged, and as between the Vendor and City all costs relating thereto shall be paid by the Vendor and shall be at its expense.

18.0 **TERMINATION, DEFAULT AND CITY'S REMEDIES**

18.1 Termination on Notice:

The City may terminate this Contract at any time by delivering written notice of not less than thirty (30) calendar days.

18.2 Default:

The following shall constitute, without limitation, Acts or Events of Default ("Default") by the Vendor:

18.2.1 where the Vendor fails or neglects to commence or to proceed with the provisions of services diligently and at a rate of progress that in the opinion of the City will ensure entire completion within the time provided for in the Contract;

18.2.2 where the City determines reasonably that the Vendor has abandoned its duties with respect to the Project or failed to observe and perform any of the provisions of the Contract, the

- determination of which the City shall be the sole judge;
- 18.2.3 where the Vendor fails to comply with and maintain in good standing any insurance policies, professional certificates, permits, licenses or approvals required by the Contract or commits any acts or omissions that jeopardizes or may jeopardize these policies, permits, licenses or approvals;
 - 18.2.4 where the Vendor fails to comply with or observe or perform, or breaches or violates, any provision, term, covenant, warranty, condition, responsibility and/or obligation of the Contract;
 - 18.2.5 where the Vendor fails to comply with any Law;
 - 18.2.6 where the Vendor fails to comply with any instruction or direction of the City;
 - 18.2.7 where the Vendor defaults in the completion of the services within the time limit under the Contract or within a City-extended time limit;
 - 18.2.8 where the Vendor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or makes a proposal to its creditors.
- 18.3 Without restricting, limiting, precluding or otherwise prejudicing any other right, privilege or remedy of the City provided in the Contract or by Law or in equity, in the event that the Vendor has committed an Act of Default or an Event of Default has occurred, the City may provide written notice ("Default Notice") to the Vendor to the effect that if the Vendor does not completely remedy the Default to the satisfaction of the City within fifteen Business Days of delivery of the Default Notice, or such other period of time as may be specifically provided for under the Contract or otherwise granted by the City in writing, in its absolute discretion, then the City may terminate the Contract and/or the services of the Vendor immediately.
- 18.4 If the Default is not completely remedied to the satisfaction of the City the City may terminate the Contract immediately and enforce any performance bond, letter of credit or other performance security provided by the Vendor (where applicable).
- 18.5 A waiver of a Default shall not extend to, or be taken in any manner whatsoever to affect the rights of the City with respect to any subsequent default, whether similar or not.
- 18.6 The remedies provided in this Contract are in addition to all other legal,

equitable or statutory remedies to which the City is otherwise entitled, as well as any other remedies stipulated in the Contract, and the taking of any one remedy shall not preclude the taking of any other remedy.

- 18.7 If the City terminates the Contract as a result of an act or event of Default, in addition to any other rights, privileges and remedies it is entitled to, the City may:
- 18.7.1 take possession of all of the Work in progress, supplies, goods, materials and complete the services by whatever means the City may deem appropriate under the circumstances;
 - 18.7.2 withhold any further payments to the Vendor until the completion of the services and the expiry of all obligations; and
 - 18.7.3 recover from the Vendor loss, damage and expense incurred by the City or may be incurred by the City by reason of the Vendor's default (which may be deducted from any monies due or becoming due to the Vendor, with any balance remaining to be paid by the Vendor to the City).
- 18.8 Unless the City otherwise agrees in writing and without limiting any other provision of this section, the failure, refusal or neglect by the Vendor to deliver the services in a diligent manner within the time specified or to promptly replace, remedy or correct the Vendor's performance or services as required pursuant to the Contract (when that originally supplied is rejected as unsatisfactory, unacceptable or deficient) shall be deemed to constitute an authority for the City to purchase or replace the services in question on the open market. The Vendor shall forthwith reimburse the City for all of its extra costs and expenses incurred to purchase or replace such services, and the City's internal costs and any delay costs.
- 18.9 Where in the opinion of the City the public interest so requires, the City may require the Vendor to furnish the Equipment below the standard of that otherwise provided for in the Contract, subject to an adjustment in price to be determined by the City.
- 19.0 CONFLICT OF INTEREST**
- 19.1 In performing the duties, providing advice and exercising all other rights and discretion associated with its role, the Vendor shall act diligently, honestly and in good faith and in the best interests of the City.
- 19.2 The Vendor shall not act in any case where there may be any conflict of interest between it (or any of its directors, officers, employees) and the City. The Vendor shall notify the City of and fully disclose to the City, in

writing and immediately upon same becoming known to the Vendor, any potential or actual conflict of interest that may arise or has arisen prior to the execution of this Contract or during the performance of its duties under the Contract.

- 19.3 If the City determines that a conflict of interest exists, the City may, at its sole discretion, suspend or defer the Work and/or the Services until the conflict is removed to the satisfaction of the City or terminate the Services of the Vendor. The Vendor shall be responsible and indemnify the City for all of the City's costs, expenses, losses and damages whatsoever which may be incurred or arise as a result of the Vendor's breach of its obligations herein including but not limited to all costs incurred to replace the Services of the Vendor, all delay costs, legal and other professional service costs, and lost revenue and opportunities.
- 19.4 This section shall apply to all sub-Vendors of the Vendor with necessary modifications.

20.0 INFORMATION TO BE KEPT CONFIDENTIAL

- 20.1 Confidentiality of records and information of the City relating to this Project must be maintained at all times. All documentation and communications, written and verbal, related to this Project and the Contract, whether provided by the City or on the City's behalf or otherwise is deemed confidential unless expressly provided otherwise. All correspondence, documentation and information provided by City and the City's Representatives to the Vendor in connection with, or arising out of this Contract remains the property of the City; must be treated as confidential; and must not be used for any purpose other than for fulfillment of this Contract. Throughout the term of the Contract and thereafter, the Vendor shall safeguard all information provided by the City and the City's Representatives and any other person at the request of the City, to the Vendor or any of its directors, officers, employees, agents and representatives.
- 20.2 This Contract is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") as well as the City's obligations thereunder. The Vendor shall strictly comply with the requirements of such legislation as well as the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5.
- 20.3 All correspondence, documentation and information provided to the City and/or the City's Representatives by the Vendor in connection with, or arising out of this Contract, will become the property of the City and a record of the City. The foregoing records and the Contract are subject to the provisions of the MFIPPA and PHIPA and the City's obligations thereunder

and may be released pursuant to such Acts.

21.0 USE OF CITY PROPERTY AND CHARACTER AND CONDUCT OF EMPLOYEES

- 21.1 Where any part of the Services is to be carried out on property owned or occupied by the City, the Vendor shall use that property and require its employees and Sub-Vendors to use that property, only for such purposes as are reasonably within the scope of the Contract; use reasonable care to avoid causing any damage to any person or thing on that property or any neighbouring property; comply, and cause its agents, directors, officers, employees and Sub-Vendors to comply, with the City's zero tolerance of violence policy.
- 21.2 The Vendor and its employees, agents, servants and Sub-Vendors shall neither bring onto nor allow the introduction or use of tobacco (except in strict compliance with the City's Smoking By-law), alcohol or illegal narcotics or controlled substances or any paraphernalia associated with any of these substances, upon any City property.

22.0 GENERAL TERMS

- 22.1 Amendment: This Contract may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 22.2 Headings: The headings used in this Contract have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 22.3 Governing Law: This Contract shall be constructed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 22.4 Successors and Assigns: This Contract shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
- 22.5 Assignment: The Vendor shall not assign or transfer this Contract or any part thereof, without the written consent of the City, duly approved and executed.
- 22.6 Severability: If any provision or provisions of this Contract or parts thereof or the application thereof to any person or circumstances shall be found by any court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Contract

shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Contract and its application to any person or circumstances shall not be affected thereby; and the parties hereto will negotiate in good faith to amend this Contract to implement the intentions set forth herein. Each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22.7 Currency: All dollar amounts expressed herein shall be payable in Canadian currency.

22.8 Time: Time is of the essence hereof.

22.9 Waiver: No action or failure to act by the City shall constitute a waiver of any right or duty afforded under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed by the parties in writing.

22.10 Expiry: Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action, privilege or remedy which shall have accrued or shall thereafter accrue either to the City or to the Vendor.

22.11 Indirect or Direct Interest: The Vendor expressly warrants that no elected official, officer, employee of the City shall enjoy a direct or indirect interest in this Contract or any subcontract under this Contract, nor does any such employee have a direct or indirect interest in the Vendor.

22.12 Force Majeure: Notwithstanding anything contained in this Contract, neither party shall be liable for any failure or delay on its part to perform any of the terms, conditions, covenants or obligations of this Contract to the extent that such failure or delay is the result of a cause beyond its reasonable control including such things as unavailability of material, equipment, utilities, services, an act of God, a fire, an act of the public enemy, an act of Her Majesty in her sovereign capacity, laws, a flood, a quarantine restriction, an epidemic, a labour dispute, a riot, a civil commotion, vandalism, malicious mischief or other similar cause beyond its control and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for the performance of such obligation) and which occurs without the default or negligence of the party seeking relief. The party being delayed shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay and the other party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The party delayed shall however, use its best efforts to fulfill the obligation in question as soon as reasonably possible.

Financial difficulties experienced by the Vendor or the City will not be considered Force Majeure under the Contract.

- 22.13 Address for Notices: All notices and demands provided with respect to Contract shall be in writing and shall be served either personally, or by registered mail, return receipt requested, or by facsimile as follows:

City of Hamilton:

71 Main Street West
Hamilton, Ontario L8P 4Y5
Attention: City Clerk
Office of the City Clerk
Fax No. 905-546-2095

Vendors:

Attention: Roger Vanderlinden
Position: President
Address: 400 Parkdale Ave. N., Building 3
Hamilton, Ontario L8H 5Y2
Fax: (905) 544-0576

If notice is sent by registered mail as stated above, it shall be deemed to have been received by the recipient five (5) Business Days after date of posting. If the notice is delivered by hand to the recipient it shall be deemed to have been received by the recipient on the date of delivery. If the notice is transmitted by facsimile, it shall be deemed to have been received on the day of sending if sent during regular business hours (Monday to Friday, 8:30 a.m. to 4:30 p.m.), or on the next Business Day if sent after normal business hours or if sent on a Public Holiday. "Business Day" means a day which is not a Saturday, Sunday, public holiday or day when the administrative offices of the City of Hamilton are closed.

- 22.14 Contract Non Exclusive: Unless otherwise expressly provided in the Proposal or the Contract, this Contract shall not be deemed or construed to confer upon the vendor an exclusive right to supply Devices or Services to the City nor an exclusive obligation on the Vendor to provide those items only to the City.
- 22.15 Counterparts: This Contract may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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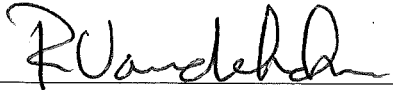
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IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of the proper officers duly appointed in that behalf.

THE EQUIPMENT SPECIALIST Inc.

Signed for and on behalf of The Equipment Specialist Inc. by:


Signed 
Name: Roger Vanderlinden
Title: President
Date July 10 / 2017

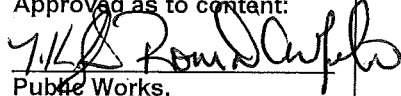
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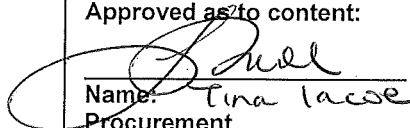
"I have the authority to bind the Corporation"

CITY OF HAMILTON

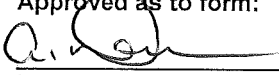
Signed for and on behalf of the City of Hamilton by:

Signed 
Name: Dan McKinnon
Title: General Manager, Public Works
Date Aug 18 / 2017

Approved as to content:

Public Works,
Energy, Fleet & Facilities

Approved as to content:

Name: Tina Lasse
Procurement

Authorized by Item 6.1 of Council Report 10-010, being Public Works Committee Report 14-010 item 5.5 adopted by the Council of the City of Hamilton on the 10th of September, 2014 and updated by Item 5.3 of Public works Committee Report 16-015 adopted by Council of the City of Hamilton on the 19th of September, 2016.

Approved as to form:

Legal Services - Amanda Dam

SCHEDULE "A"

The following Vendor Quotes dated February 3, 2017

See Next Page

THE EQUIPMENT SPECIALIST INC.
Sales Quotation

Date: February 3, 2017

Reference #: QTY-PBFT4-16

To:
City of Hamilton
330 Wentworth Street North
Hamilton, Ontario L8L 5W2

Attn:
Lesley Parker

**2017 Tymco Model DST-6 Regenerative Air Street Sweeper (FT4)
Mounted on 2016 Peterbilt 220 Cab Over Chassis (Dual Steer)**



Externally mounted modular dust filtration system with an efficiency rating of 99.999% on 0.5 micron particles allows for "dustless" sweeping with or without the use of water.

7.3 Cubic Yard Volumetric Capacity Hopper
Abrasion Protection Package
Air Purge
Amber High Powered Strobe Light (Sweeper)
Automatic Shutdown System
Auxiliary Engine - John Deere Diesel Turbocharged 4045T, Tier FT4 (99 HP)
Auxiliary Engine Air Restriction Indicator
Auxiliary Fuse Panel
Auxiliary Hydraulic System
Broom Assist Pick-Up Head (BAH)
CAT 29D Water Pump
Dump Switch in Cab
Dust Control (220 gal. water tanks) with Hi/Low Pressure Washdown System
Dustless Filtration System
High Output Water System
High Capacity Dust Separator
Hopper Deluge
Hopper Drain System
Hydraulic Oil Filter Restriction Indicator
Instruments in Cab (oil pressure/coolant temp gauges, tach, aux. engine hr. meter)
Pick-Up Head Cleanout System
Pick-Up Head Curtain Lifter
Rear Floodlights and Rear Mounted Alternating/Flashing Lights
Reverse Pick-Up Head Chains
Rubber Lined Blower

400 Parkdale Ave. N., Bldg. 3, Hamilton, Ontario L8H 5Y2

Phone: 905-544-9215 Fax: 905-544-0578

THE EQUIPMENT SPECIALIST INC.
Sales Quotation

Skid Bumper Extension (3")

Stainless Steel Bolt-On Blower Housing
Twin 43" Diameter Steel Gutter Brooms, Floodlights and Tilt Adjusters
Variable Speed Gutter Broom Control
Water Fill Hose and Rack

Peterbilt 220 Cab Over Chassis (33,000 lb. GVW)

Dual Steering, Tilt Column
Remote Controlled and Heated Mirrors
Paccar PX-7 Cummins ISB Diesel Engine - 220 HP @ 2600 RPM, 520 lb-ft Torque
Allison 2500 RDS-P 6 Speed Automatic Transmission
12,000 Lb Front Axle, 21,000 Lb Rear Axle (Single Speed 6.50 Ratio)
Dual Air Brakes
AM/FM Stereo, Tinted Glass, Lighter, Horn
Intermittent Wipers
Dual Gauges, Air Conditioning
High Back Air Seats
Power Windows - Left and Right
50 Gallon Fuel Tank
Backup Alarm
LED Stop/Turn/Clearance/Side Marker
LED Arrowstick
Wheel Nut Indicators
Rear Camera Monitor System
Automatic Greasing System

Total Base Bid Price (Dual Steer) \$354,703.00

Options:

Deduction: Single RHS Steer In Lieu of Dual Steering	(\$12,500.00)
Auxiliary Hand Hose w/Hyd Boom Assist (Includes Wireless Remote Control)	\$4,200.00
2 Camera Monitor System	\$3,500.00
Auto Sweep Interrupt (ASI)	\$1,500.00
Stainless Steel Hopper Assembly (Includes Dust Box, and High Capacity Dust Separator)	\$32,500.00
Stainless Steel Hopper Drain	\$2,300.00
Water Gauge in Cab	\$950.00
Belzona Lining (Includes Sweeper Component Disassembly, Reassembly and Associated Preparation/Inspection Done by TES)	\$8,300.00

Note these prices are based on the Bank of Canada USD to CAD exchange rate of 1.3004 (02-03-2017 @ noon).

SCHEDULE "B"

May 8, 2017

Vendor's Parts Price List – February 15, 2017

Description	Part Number	Quantity (Per Unit)	Price (Each)
Rod End	5010230	2	\$64.52
GB Wrist	506529	2	\$179.22
GB Hand	507370	2	\$157.71
Pre-Cleaner	505061	1	\$2,530.58
Cable W/ Handle	503908	1	\$164.88
Journal Bearing Kit	5010228	2	\$44.45
Flange Yoke Cyl GB	5010196	2	\$101.80
Seal Assy Hopper Tran.	500360	1	\$68.82
Skid Shoe	502570	2	956.94
Transition Assy	502116	1	\$884.63
PUH Inlet Seal	5017499	1	\$54.48
Hopper Door Seal	500902	1	\$424.39
Pillow Block	5014638	4	\$32.98
Drag Link	500157	2	\$146.24
Pivot Shaft RH	502583	1	\$491.78
Pivot Shaft LH	502584	1	\$480.31
Main Broom Motor	505829	1	\$1,040.91
Transfer Hose	5017353	1	\$362.74
Main Broom Spindle	5014650	1	\$119.00
Wear Pad	5015151	1	\$61.65
Vac. Manifold Screen	5017481	1	\$24.58
Pressure Inlet	507410	1	\$656.66

Note these prices are based on the Bank of Canada USD to CAD exchange rate of 1.3004 (02-03-2017 @ noon).

Description	Part Number	Quantity (Per Unit)	Price (Each)
GB Lock Valve	12910	2	\$193.56
Blast Orifice Plate	5017399	1	\$427.26
Aux. Hyd. Pump	501076	1	\$1,280.82
PUH Weldment	504217	1	\$6,992.42
Skid Shoe Seal RH	5017716	1	\$100.36
Skid Shoe Seal LH	5017498	1	\$100.36
Inlet Seal	5012761	1	\$124.74
BAH Inspection Seal	5016714	2	\$14.34
Sealed Bearing	11002	3	\$303.96
Blower Seal	5010937	1	\$20.07
Blower Belt	11221	1	\$626.55
Blower Liner Kit	KT1102	1	\$1,865.31
Hopper Suction Liner	12905	2	\$209.33
DST Clean Out Seal	506370	1	\$28.68
DST Access Door Seal	506371	1	\$44.45
Inner Gasket Seal	20545	2	\$77.42
Outer Gasket Seal	20546	2	\$57.35
Inspection Door Seal	500362	2	\$53.05
Suction/Pressure Hose	5011671	2	\$631.81
Main Broom	502566	1	\$798.89
Gutter Broom	500392	2	\$269.89
Dust Filter	12734	4	\$712.76
BAH Curtain Kit	503899	1	\$558.02
Front Curtain	5018662	2	\$159.31
Rear Slotted Curtain	55010819	1	\$130.86
Gutter Broom Motor	508603	2	\$891.57
Multi-Alarm Module	21425	1	\$477.44
BAH Pressure Switch	507146	1	\$292.49
Single Valve Assy	12962	1	\$164.88
Hopper Water Nozzle	30826	1	\$120.44
Water Strainer Gasket	5015315	1	\$4.30
Invertor - DST	12891	1	\$874.54
Separator - DST	507120	1	\$348.40
Air Solenoid - DST	22547	2	\$189.26
PUH Switch	503839	1	\$65.95
Aux Hyd Switch	503855	1	\$61.65
BAH Switch	503843	1	\$65.95
Broom Tilt Switch	503838	1	\$65.95
GB Switch	503842	1	\$65.95
Control Valve Assy	504622	1	\$531.92
Gutter Broom Tilt Cyl	505838	2	\$391.41
Gutter Broom Cyl	503960	2	\$638.02
U Joint	505793	1	\$259.51

Description	Part Number	Quantity (Per Unit)	Price (Each)
Rod End	5010230	2	\$64.52
GB Wrist	506529	2	\$179.22
GB Hand	507370	2	\$157.71
Pre-Cleaner	505061	1	\$2,530.58
Cable W/ Handle	503908	1	\$164.88
Journal Bearing Kit	5010228	2	\$44.45
Flange Yoke Cyl GB	5010196	2	\$101.80
Seal Assy Hopper Tran.	500360	1	\$68.82
Skid Shoe	502570	2	956.94
Transition Assy	502116	1	\$884.63
PUH Inlet Seal	5017499	1	\$54.48
Hopper Door Seal	500902	1	\$424.39
Pillow Block	5014638	4	\$32.98
Drag Link	500157	2	\$146.24
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Wear Pad	5015151	1	\$61.65
Vac. Manifold Screen	5017481	1	\$24.58
Pressure Inlet	507410	1	\$656.66

Note these prices are based on the Bank of Canada USD to CAD exchange rate of 1.3004 (02-03-2017 @ noon).

SCHEDULE "C"

Sample: Vehicle Birth Record and Parts Form

Vehicle Birth Record And Parts Information Form					
Vendors - please fill in ALL UNSHADED areas as they pertain to the equipment being supplied					
Acquisitioned by		<input type="checkbox"/> Sue Peck	<input type="checkbox"/> Lesley Parker-Bowen	<input type="checkbox"/> Randy Zangrando	
GENERAL ENTITY DESCRIPTION					
Vehicle #		Location			
Vehicle Name					
Classification		Parent Entity			
Previous Unit		Parent Dept ID			
GENERAL 2					
Replacement Cost		Delivery Date			
Life Expectancy		Budget Year			
Purchase Price		Contract #			
Vendor		Fleet RIN & Lic Renewal Date			
Invoice Number		Keys Ordered		<input type="checkbox"/> YES	<input type="checkbox"/> NO
P.O. #					
CATEGORIES					
EQUIPMENT GROUP		CVOR No		SEASONAL	
OMBI Category					
VEHICLE SPECIFICATION					
Make		Engine Serial # (Main)			
Model		Engine Model, Make & HP (Main)			
VIN #		Engine (Aux) Serial #			
Licence #		Engine Model (Aux)			
Year Made		Steering			
Fuel Type		<input type="checkbox"/> DSL <input type="checkbox"/> DYED DSL <input type="checkbox"/> UNL		Transmission Model #	
Secondary Fuel Type		Transmission Serial #			
Weight - Licenced (kg/lbs)		kg	lbs	Body Type	
GVWR (kg/lbs)		kg	lbs	Body Model #	
Weight - Tare (kg/lbs)		kg	lbs	Tires Front	
Axle Weight - Front (kg/lbs)		kg	lbs	Tires Rear	
Axle Weight Rear (kg/lbs)		kg	lbs	Brakes Front	
Axle Spread (inches)		Brakes Rear			
LUBRICATION SPECIFICATION (Types)					
	Capacity	Fluid Type		Capacity	Fluid Type
Engine Oil				Power Steering	
Transmission				Hydraulic	
Differential				Rear Differential	
Transfer Case				Fuel Tank Capacity	
FILTERS (OEM #s)					
	OEM #	QTY		OEM #	QTY
Primary Oil				Compressor	
Secondary Oil				Hydraulic Oil - Low	
Auxiliary Oil				Hydraulic Oil - High	
Primary Fuel				Coolant Conditioner	
Secondary Fuel				PCV Valve	
Fuel/Water Sep.				PCV Vent	
Transmission - Inner				Air - Inner	
Transmission - Outer				Air - Outer	
BELTS					
	OEM #	QTY		OEM #	QTY
Serpentine/Fan				Power Steering	
Air Compressor				Hydraulic Pump	
A/C Compressor				Auxiliary Pump	
WARRANTY					
Basic Coverage Expiry				Attach. Coverage Expiry	
Basic Coverage Odo				Attach. Coverage Odo	
Corrosion Coverage Expiry				Emmissions Coverage Expiry	
Corrosion Coverage Odo				Emmissions Coverage Odo	
Powertrain Coverage Expiry				Special/Additional	
Powertrain Coverage Odo					
DESCRIPTION - ADDITIONAL INFO					
Rops Cab/Body Model & Serial #				Hr Meter <input type="checkbox"/> YES <input type="checkbox"/> NO	

SCHEDULE "D"
City Locations for Parts Delivery

Locations and hours of operation, as listed in this Appendix A, may be added, deleted and or modified as required by the City of Hamilton.

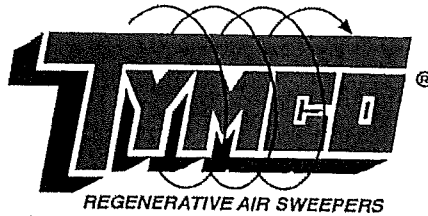
Note: Winter hours apply to Monday to Fridays and Summer hours apply to Monday to Thursdays

Location Addresses	Location Hours of Operation
Ancaster Yard - 501 Shaver Road, Ancaster, L9G 2B9 – Between Hwy. 53 Garner Rd. and Hwy. 2 Wilson St. across road from Wal-Mart, on East side.	All year: 7:00 am to 3:00 pm
BA Court Yard - 308 Rymal Rd. East, Hamilton, L9B 2L1 – Between Upper Wentworth & Upper Wellington on South side.	Winter: 7:00 am to 11:00 pm Summer: 7:00 am to 12:00 pm
Central Garage - 330 Wentworth St. North, Hamilton, L8L 5W2 – Door 18 (Formerly HSR building).	All year: 7:00 am to 11:00 pm
Chedoke Workshop - 161 Studholme Road, Hamilton, L8P 4Z2 – Left turn before the railroad bridge off of Aberdeen Ave. going west.	All year: 7:00 am to 3:00 pm
Dundas Yard - 189 King St. East, Dundas, L9H 7P8 – Follow King St. East out to Cootes Drive, along Cootes to first stoplight. Turn right to the first street which is King St, turn left. Turn right at baseball diamond and follow around to back of building.	All year: 7:00 am to 3:00 pm
Forestry - 1301 Upper Ottawa, Hamilton; L8W 3L5 – between Limeridge and Stone Church, on East side.	Winter: 7:00 am to 11:00 pm Summer: 7:00 am to 12:00 pm
Stoney Creek - 349 Jones Road, Stoney Creek, L8E 5N2 – Between Barton St. and Arvin Ave, on West side.	Winter: 7:00 am to 11:00 pm Summer: 7:00 am to 12:00 pm
Leisure Park - 752 Centre Road, Waterdown, L0R 2H0 – 1.5 km North-West of Parkside Dr., on North-East side.	All year: 7:00 am to 3:00 pm
Traffic Operations - 1375 Upper Ottawa, Hamilton, L8W 3L5 – Between Limeridge and Stone Church, on East side.	All year: 7:00 am to 3:00 pm

SCHEDULE "E"
Warranties

1. Any and all service repairs that fall outside of the warranty coverage provided for in subsection 9.4 shall be conducted by the Vendor at an hourly labour rate of \$85.00.

2. The following warranties shall form a part of this Agreement. Where there is any inconsistency in interpretation with the body of this Agreement, the body of this Agreement shall prevail.
 - (1) Tymco - Regenerative Air Sweeper Warranty;
 - (2) Peterbilt Motors Company – Medium Duty Warranty Schedule; and



**REGENERATIVE AIR SWEEPER®
WARRANTY**

TYMCO REGENERATIVE AIR SWEEPERS ("TYMCO Product") are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period." It is the sole responsibility of the dealer in whose territory the TYMCO Products are used, with respect to the warranty period to replace, free of charge, F.O.B. Waco, Texas, any original TYMCO part or parts which may prove to be defective due to defective workmanship or materials within the warranty period. This warranty does not apply to instances where there has been use of unauthorized parts or changes to the TYMCO Product, whether done voluntarily or by incompetence, carelessness, negligence, accident or need of attention upon the part of the purchaser, agents, employees or other parties.

This warranty shall not cover normal maintenance and adjustments, and shall not include, nor shall Seller or TYMCO be liable or responsible for, material for normal wear and usage.

TYMCO reserves the right to change the design and construction of the TYMCO Product when, in its sole discretion, any such change represents an improvement to the TYMCO Product.

All non Tymco purchased equipment and accessories are subject to that manufacturer's guarantee to the extent that such guarantee may apply and are not subject to this warranty nor to any implied warranty by TYMCO or the Seller.

THIS WARRANTY BY TYMCO AND/OR SELLER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL WITH RESPECT TO THE SALE, USE OR PURCHASE OF THE TYMCO PRODUCT. FURTHER, NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES BY REASON OF LOSS OF PRODUCTION, DOWN TIME, LOSS OF PROFITS OR LOSS OF INCOME ARISING FROM ANY REASON WHATSOEVER.

NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITY ON TYMCO'S BEHALF UNLESS MADE IN WRITING BY TYMCO, AND NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTIES OR TO ASSUME ANY LIABILITIES ON THE SELLER'S BEHALF UNLESS MADE IN WRITING BY THE SELLER.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**PETERBILT MOTORS COMPANY
Medium Duty Warranty Schedule
UNITED STATES
VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an authorized Dealer within 30 days of discovery.

	MONTHS	MILES
BASIC VEHICLE This coverage applies to the basic highway vehicle, except for additional coverage and warranty exclusions below.	12	Unlimited
Major Components Eaton, Meritor & Dana Spicer front axle, beam, spindles, kingpin & kingpin bushings. Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions, gears, shafts, case & bell housing. Eaton auto shift. Bendix and Mentor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab, hood (hood half fenders), and sleeper. Sheppard and TRW steering gears.	24	Unlimited
Eaton Hybrid Components Hybrid Drive Unit (HDU) with Motors and Electronic Actuator (ECU), Electronic Clutch Actuator (ECA), Power Electronic Carrier (PEC), including batteries, Inverter, Hybrid Control Module (HCM), DC/DC Converter (in Utility Application Only), Auxiliary Power Generator Kit (APG) (in Utility Application Only)	36	150,000
Extended Frame, Structure and Cab Corrosion Frame rails, gussets, cross-members and A-Braces. Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood or sleeper or to finish paint.	36	Unlimited
Other Coverage		
PACCAR Batteries	12	Unlimited
Gaskets and wheel seals	12	50,000
CAB, HOOD & SLEEPER PAINT	12	100,000
FRAME PAINT – Black only	12	100,000
FRAME PAINT – All colors other than black	6	50,000
FRAME PAINT – Logger Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000
Severe Service Warranty is based on a Peterbilt chassis having any of the following: unlicensed off-road registration, all wheel drive, twin steer axles, all front steer axles rated @ 21,000 lbs. GAWR or greater, single rear drive axles rated @ 26,000 lbs. GAWR or greater, Tandem rear axles rated @ 52,000 lbs GAWR or greater, or 10% or more class C and/or D usage.	12	50,000

Chassis Number(s) (17-digit VIN)

Customer Initials _____



Hamilton

GOVERNANCE REVIEW SUB-COMMITTEE

REPORT 20-001

Wednesday, February 12, 2020

1:00 pm

Council Chambers

Hamilton City Hall

Present: Councillors M. Wilson (Vice-Chair), M. Pearson, B. Clark, and L. Ferguson

Absent: Councillor T. Whitehead (Chair) – Personal, A. VanderBeek – City Business

THE GOVERNANCE REVIEW SUB-COMMITTEE PRESENTS REPORT 20-001 AND RESPECTFULLY RECOMMENDS:

1. **Civil Marriage Solemnization (CL19012(a)) (City Wide) (Item 10.1)**

- (a) That the City of Hamilton provide Civil Marriage Solemnization services as of April 6, 2020, using current resources;
- (b) That the Proposed 2020 User Fees and Charges respecting Civil Marriage Ceremony services attached as Appendix 'A' to Governance Review Sub-Committee Report 20-001, be approved, and included in Schedule 'A' of the By-law to Establish Certain 2020 User Fees and Charges for Services, Activities or the Use of Property;
- (c) That a By-law to Authorize Civil Marriage Solemnization Services and To Delegate the Authority to Solemnize Marriages in the City of Hamilton attached as Appendix 'B' to Governance Review Sub-Committee Report 20-001, which has been prepared in a form satisfactory to the City Solicitor, be enacted by Council; and
- (d) That staff report back to the Governance Review Sub-Committee within a one year period to provide an update on Civil Marriage Solemnization services.

2. **Appointment of the City of Hamilton Integrity Commissioner and Lobbyist Registrar (FCS20016) (City Wide) (Item 10.2)**

- (a) That Principles Integrity be appointed as the Integrity Commissioner and Lobbyist Registrar for the City of Hamilton for the remainder of the current council term with an option to renew for an additional term of council and that the Mayor and City Clerk be authorized and directed to enter into an agreement to the satisfaction of the City Solicitor; and

Audit, Finance & Administration Committee – February 20, 2020

- (b) That the City Clerk be directed to prepare the necessary by-laws for Council approval for the appointment of Principles Integrity as the City of Hamilton Integrity Commissioner and Lobbyist Registrar; and
- (c) That the costs associated with the Integrity Commissioner and Lobbyist Registrar be funded through IC-Lobbyist Registrar (Account Number 300400).

3. Recording of In Camera Sessions (Referred from the January 22, 2020 Meeting of Council) (Item 11.2)

WHEREAS the Ontario Ombudsman recommends that all municipalities make audio recordings or video recordings of all meetings – both open and closed – to ensure a thorough record;

WHEREAS there are now 23 Ontario municipalities that have implemented either audio or audiovisual recordings of their closed meetings;

WHEREAS an audio or audiovisual recording of in-camera meetings provides a clear and accessible record for closed meeting investigators to review;

WHEREAS such recordings of closed meetings will assist the municipality in quickly demonstrating that Council and staff did not stray from the legislated requirements during closed meetings; and,

WHEREAS such recordings of closed meetings will provide a complete record to be used by the municipality and/or Councillors for future references as needed;

THEREFORE, BE IT RESOLVED:

That the City Manager be directed to report back to the Governance Review Sub-Committee within 90 days on the costs and policies to implement an audio recording system to be utilized for the recording of in-camera meetings; and the ways and means for the City Clerk to archive and protect such records.

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 2)

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

That the February 12, 2020 Agenda of the Governance Review Sub-Committee be approved, as presented.

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) APPROVAL OF MINUTES (Item 4)

(i) November 26, 2019 (Item 4.1)

The Minutes of the November 26, 2019 meeting of the Governance Review Sub-Committee were approved, as presented.

(d) DELEGATION REQUESTS (Item 6)

(i) Tim Simmons, Heritage Weddings & Coordinators, respecting Report CL19012(a) - Civil Marriage Solemnization (For today's meeting) (Item 6.1)

The delegation request from Tim Simmons, Heritage Weddings & Coordinators, respecting Report CL19012(a) - Civil Marriage Solemnization, was approved for today's meeting.

(e) PUBLIC HEARINGS / DELEGATIONS (Item 8)

(i) Tim Simmons, Heritage Weddings & Coordinators, respecting Report CL19012(a) - Civil Marriage Solemnization (Added Item 8.1)

Tim Simmons, Heritage Weddings & Coordinators, addressed the Committee respecting Report CL19012(a) - Civil Marriage Solemnization.

The delegation from Tim Simmons, respecting Report CL19012(a) - Civil Marriage Solemnization, was received.

(f) MOTIONS (Item 11)

(i) Verbal Updates at Council and Committee Meetings (Referred from the November 27 & 28, 2019 Meeting of Council) (Item 11.1)

Councillor Wilson relinquished the Chair to introduce the following motion:

WHEREAS Council has no record of the content of a verbal update;

THEREFORE BE IT RESOLVED:

That staff be directed to discontinue the practice of providing verbal updates without an accompanying summary document which outlines the points covered.

Following discussion on the above motion, the following referral motion was approved:

That Item 11.1, being a Motion respecting Verbal Updates at Council and Committee Meetings, be referred to the City Clerk for further review with Senior Leadership Team to provide a report back to the Governance Review Sub-Committee on the potential options on providing a summary for time sensitive In-Camera items prior to the meeting.

Councillor Wilson assumed the Chair.

(g) ADJOURNMENT (Item 15)

There being no further business, the Governance Review Sub-Committee meeting adjourned at 3:35 p.m.

Respectfully submitted,

Councillor M. Wilson, Vice-Chair
Governance Review Sub-Committee

Angela McRae
Legislative Coordinator
Office of the City Clerk

PROPOSED 2020 USER FEES AND CHARGES

Department: Corporate Services

Division: City Clerk's

Service or Activity Provided or Use of City Property	Fee
Civil Marriage Ceremony – City Hall (HST = \$39.00)	\$339.00
Civil Marriage Ceremony – Cancellation Fee (HST = \$13.00)	\$113.00
Renewal of Vows – City Hall (HST = \$6.50)	\$ 56.50
Renewal of Vows – Cancellation Fee (HST = \$3.25)	\$ 28.25
Civil Marriage Ceremony - Witness Fee (HST = \$3.25)	\$ 28.25

*** Note: Fees include HST.**

Authority: Item TBD, Audit, Finance &
Administration Committee Report 20-
TBD (CL19012(a))
CM: TBD
Ward: City Wide

Bill No. TBD

CITY OF HAMILTON

BY-LAW NO. 20-

To Authorize Civil Marriage Solemnization Services and To Delegate the Authority to Solemnize Marriages in the City of Hamilton

WHEREAS on September 24, 2004, the Minister of Consumer and Business Services announced that changes to the regulations under the *Marriage Act* through *Ontario Regulation 285/04* authorizing clerks of “local municipalities to perform civil marriages;

WHEREAS through the passage of an appropriate resolution or by-law “local municipalities” have the option to offer civil marriages as a municipal service if they so choose and to set fees to recover the cost of providing this service;

WHEREAS municipal clerks may delegate their authority to solemnize marriages pursuant to Section 224 (4) of the *Municipal Act* which states that the clerk may delegate in writing to any person, other than a member of council, any of the clerk’s powers and duties under this and any other Act:

WHEREAS pursuant to *Regulation 285/04* made under the *Marriage Act* now designates Municipal Clerks as a class of persons authorized to solemnize marriages in Ontario and pursuant to Regulation 738 subsection 24 (1) Regulation of the Revised Regulations of Ontario, 1990 as amended states that for the purposes of subsection 24 (1) of the Act, the clerk of a local municipality is authorized to solemnize marriages under the authority of a Marriage Licence;

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

1. THAT civil marriage solemnization service be implemented in the City of Hamilton.
2. THAT Council recognizes that the City Clerk is authorized to solemnize civil marriages in the City of Hamilton as set out in *Ontario Regulation 285/04* and the *Marriage Act, R.S.O. 1990, Chapter M3*, as amended.
3. THAT should the City Clerk delegate their authority, to City of Hamilton staff, that it be done in writing.
4. THAT the Clerk may revoke such delegation(s) by providing a notice in writing, no less than fourteen (14) days prior to the termination of the designation.

5. That this by-law shall come into force on April 6, 2020.

PASSED this _____ day of _____, 2020.

F. Eisenberger
Mayor

A. Holland
City Clerk



Hamilton

CITY OF HAMILTON
Corporate Services
Legal Services and Office of the City Clerk

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	Development Charge (DC) Section 20 Complaint Hearing (LS20009/ FCS20024) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Nicole Auty ext. 4636 Andrea Holland ext. 4509
SUBMITTED BY:	Nicole Auty City Solicitor Andrea Holland City Clerk
SIGNATURE:	

Discussion of Confidential Appendix “A” to this report in Closed Session is subject to the following requirement(s) of the City of Hamilton’s Procedural By-law 18-270 and the *Ontario Municipal Act, 2001*:

- Litigation or potential litigation, including matters before administrative tribunals, affecting the City
- Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

RECOMMENDATION(S)

- (a) That Development Charge (DC) Section 20 Complaint Hearing Report LS20009/ FCS20024 be received; and,
- (b) That Development Charge (DC) Section 20 Complaint Hearing Appendix “A” to Report LS20009/ FCS20024 remain confidential.

OUR Vision: To be the best place to raise a child and age successfully.

OUR Mission: To provide high quality cost conscious public services that contribute to a healthy, safe and prosperous community, in a sustainable manner.

OUR Culture: Collective Ownership, Steadfast Integrity, Courageous Change, Sensational Service, Engaged Empowered Employees.

**SUBJECT: Development Charge (DC) Section 20 Complaint Hearing (LS20009/
FCS20024) (City Wide) - Page 2 of 4**

EXECUTIVE SUMMARY

On January 21, 2020 the City Clerk received a complaint under Section 20 of the *Development Charges Act, 1997*. The purpose of this report is to highlight what a Section 20 complaint is and to inform Committee of the mutually agreeable date with the complainant. The details of the complaint received on January 21, 2020 are not included in this report.

Section 20 of the *Development Charges Act, 1997* (DC Act) contains the provisions related to complaints of Development Charges. A complaint may be filed where the amount of the Development Charges (“DC”) was incorrectly determined, where a credit was incorrectly determined or where there has been an error in application of the DC By-law.

Council is required to hold a hearing into the DC complaint and the City Clerk is required to notify the complainant 14 days prior to the hearing. After hearing the complaint, Council may correct any error made or may dismiss the complaint. The City Clerk will forward notice of the decision within 40 days of the decision being made. The decision may be appealed to the Local Planning Appeal Tribunal (LPAT) by the complainant.

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial – None.

Staffing – None.

Legal Implications – See Appendix A - Confidential.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Development Charges Act, 1997

The *Development Charges Act, 1997* (“DC Act”) provides a remedy for developers who disagree with a Development Charge required to be paid. Section 20 of the DC Act states: “Complaint to council of municipality 20

- (1) A person required to pay a development charge, or the person’s agent, may complain to the council of the municipality imposing the development charge that,
- (a) the amount of the development charge was incorrectly determined;
 - (b) whether a credit is available to be used against the development charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined; or
 - (c) there was an error in the application of the development charge by-law.

**SUBJECT: Development Charge (DC) Section 20 Complaint Hearing (LS20009/
FCS20024) (City Wide) - Page 3 of 4**

Time limit

(2) A complaint may not be made under subsection (1) later than 90 days after the day the development charge, or any part of it, is payable.

Form of complaint

(3) The complaint must be in writing, must state the complainant's name, the address where notice can be given to the complainant and the reasons for the complaint.

Hearing

(4) The council shall hold a hearing into the complaint and shall give the complainant an opportunity to make representations at the hearing.

Notice of hearing

(5) The clerk of the municipality shall mail a notice of the hearing to the complainant at least 14 days before the hearing.

Council's powers

(6) After hearing the evidence and submissions of the complainant, the council may dismiss the complaint or rectify any incorrect determination or error that was the subject of the complaint."

Section 22(1) of the DC Act permits a complainant to appeal the decision of Council to the Local Planning Appeal Tribunal ("LPAT").

Setting hearing for Section 20 DC Complaint received January 21, 2020

According to Council's approved Procedural By-Law, part of the mandate of the Audit, Finance and Administration Committee is "to hold hearing on complaints made pursuant to Section 20 of the *Development Charges Act, 1997*".

While there is not a strict time requirement that Council must hear the complaint by, if Council does not hear the complaint before 60 days after the complaint is received, then the complainant may appeal to LPAT for non-decision.

March 21, 2020 is 60 days from the date the January 21, 2020 complaint was received. March 26, 2020 is the closest scheduled AF&A.

City legal staff have confirmed that the complainant consents to having the hearing of its complaint heard on March 30, 2020.

**SUBJECT: Development Charge (DC) Section 20 Complaint Hearing (LS20009/
FCS20024) (City Wide) - Page 4 of 4**

ANALYSIS AND RATIONALE FOR RECOMMENDATION(S)

N/A

ALTERNATIVES FOR CONSIDERATION – N/A

ALIGNMENT TO THE 2016 – 2025 STRATEGIC PLAN

Community Engagement and Participation

Hamilton has an open, transparent and accessible approach to City government that engages with and empowers all citizens to be involved in their community.

Our People and Performance

Hamiltonians have a high level of trust and confidence in their City government.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” – Legal Advice (**Confidential**)