



City of Hamilton

AUDIT, FINANCE AND ADMINISTRATION COMMITTEE REVISED

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

1. CEREMONIAL ACTIVITIES

2. APPROVAL OF AGENDA

(Added Items, if applicable, will be noted with *)

3. DECLARATIONS OF INTEREST

4. APPROVAL OF MINUTES OF PREVIOUS MEETING

4.1 February 6, 2020

5. COMMUNICATIONS

6. DELEGATION REQUESTS

6.1 John Stirling, respecting a \$14,400.00 Park Dedication Fee for a 1 apartment unit in a commercial building (For a future meeting)

7. CONSENT ITEMS

7.1 Redaction of Personal Information on items before Council and/or Committee (CL20002) (City Wide)

7.2 Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee Minutes:

7.2.a April 30, 2019

- 7.2.b May 15, 2019
- 7.2.c May 28, 2019
- 7.2.d June 25, 2019
- 7.2.e July 16, 2019
- 7.2.f August 20, 2019
- 7.2.g August 27, 2019
- 7.2.h September 17, 2019
- 7.2.i October 15, 2019
- 7.2.j November 19, 2019

7.3 Hate Related Activities on City of Hamilton Properties (LS19031 / PW19068(b) / CM19006(b)) (City Wide)

7.4 City of Hamilton Water and Wastewater / Storm Arrears Policy Minor Amendment (FCS20018) (City Wide)

8. PUBLIC HEARINGS / DELEGATIONS

9. STAFF PRESENTATIONS

10. DISCUSSION ITEMS

10.1 Citizen Committee Report - Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee - Additional Committee Members

10.2 Citizen Committee Report - Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee - Hamilton Police Services Board Appointee

10.3 Grants Sub-Committee Report 20-001 - February 10, 2020

10.4 Process for Addressing Development Charge (DC) Concerns (FCS20007) (City Wide) (Outstanding Business List Item)

*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")

11. MOTIONS

12. NOTICES OF MOTION

13. GENERAL INFORMATION / OTHER BUSINESS

13.1 Amendments to the Outstanding Business List:

13.1.a Items to be Removed:

Sergio Manchia, Urbancore Developments Inc., respecting the DC liability for the proposed self storage facility at 9 Aeropark Boulevard known as Upper James Self Storage and 54 Dundas Street, Waterdown, Waterdown Mini Storage Inc (Added Item 8.1)
November 7, 2019 AF&A Agenda Item (f)(i)
Item 10.4 on today's agenda
OBL Item: 19-Q

***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.)

15. ADJOURNMENT

Form: Request to Speak to Committee of Council

Submitted on Wednesday, February 5, 2020 - 1:33 pm

==Committee Requested==

Committee: Planning Committee

==Requestor Information==

Name of Individual: John Stirling

Name of Organization:

Contact Number:

Email Address:

Mailing Address:

Reason(s) for delegation request: to discuss a \$14,400.00 park dedication fee for 1 apartment unit in a commercial building located in a cultural heritage landscape inventory area compared to a \$579.00 fee as we interpret the cash in-lieu of parkland dedication fee to be (by-law 18-126 section 5(6)). We are not asking to be exempt however to pay over \$14,000.00 for one unit on a property that may or may not have payed these fees back in 1976, there are apparently no records, is quite frankly a financial burden. We will be asking for an exception under 12(3) in the same bylaw 18-126.


Will you be requesting funds from the City? Yes

Will you be submitting a formal presentation? Yes



Hamilton

INFORMATION REPORT

TO:	Chair and Members of Audit, Finance & Administration
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	Redaction of Personal Information on items before Council and/or Committee (CL20002) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Andrea Holland (905) 546-2424 Ext. 5409
SUBMITTED BY:	Andrea Holland City Clerk, Corporate Services
SIGNATURE:	

COUNCIL DIRECTION

N/A

INFORMATION

The purpose of the memo is to provide information to the Members of Audit, Finance & Administration Committee on the statutory role of the City Clerk under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and how it relates to information that appears before both Council and Committees through public agendas.

From time to time, the Office of the City Clerk will redact documents that are included on public agendas in order to protect personal information that may fall into one or more the categories below (as outlined in Appendix 'A'):

“personal information” means recorded information about an identifiable individual, including,

- (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,

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: Redaction of Personal Information on items before Council and/or Committee (CL2002) (City Wide) Page 2 of 3

- (c) any identifying number, symbol or other particular assigned to the individual,
- (d) the address, telephone number, fingerprints or blood type of the individual,
- (e) the personal opinions or views of the individual except where they relate to another individual,
- (f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (g) the views or opinions of another individual about the individual, and
- (h) the individual's name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual."

Staff determine if "Information is about an identifiable individual if:

- it is about the individual in a personal capacity; that is, it reveals something of a personal nature about the individual, and
- it is reasonable to expect that an individual can be identified from the information (either alone or by combining it with other information)."

This may contrast with the incorrect view that this is censorship. The Information and Privacy Commissioner holds both the protection of privacy in equal balance with the freedom of information. The City is the custodian of a large quantity of personal information about our customers, our staff and elected officials. As the City Clerk, I take the role of protecting personal information very seriously.

Any information that when pieced together, can identify an individual, will be considered personal information and if staff do not have consent to release the information, it will result in the information being redacted for the publication to the agenda.

At times, the information may have already been made public and this does not release staff from our obligations under MFIPPA. Without consent, the information must be redacted.

Respectfully Submitted,

Andrea Holland
City Clerk

**Subject: Redaction of Personal Information on items before Council and/or
Committee (CL2002) (City Wide) Page 3 of 3**

APPENDICES AND SCHEDULES ATTACHED

Appendix 'A' to CL2002 – Information and Privacy Commissioner, Fact Sheet - *What is Personal Information? (October 2016)*

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.
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Engaged Empowered Employees.



Information and Privacy
Commissioner of Ontario

Commissaire à l'information et à la
protection de la vie privée de l'Ontario

Fact Sheet

What is Personal Information?

October 2016

INTRODUCTION

The *Freedom of Information and Protection of Privacy Act (FIPPA)* and the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* (the acts) protect the privacy of personal information while providing individuals with a right of access to their own information.

In this fact sheet, we provide guidance about how the Information and Privacy Commissioner (IPC) interprets the term “personal information.”

HOW IS PERSONAL INFORMATION DEFINED IN THE ACTS?

The acts define personal information as “recorded information about an identifiable individual,” and include a list of examples of personal information (see Appendix A for the full definition).

Recorded information

Information can be recorded in any format, such as paper records, electronic records, digital photographs, videos or maps.

About an identifiable individual

Information is about an identifiable individual if:

- it is about the individual in a personal capacity; that is, it reveals something of a personal nature about the individual, and
- it is reasonable to expect that an individual can be identified from the information (either alone or by combining it with other information)

The listed examples include a person’s name when combined with other information about them, such as their address, sex, age, education, or medical history. These examples are not exhaustive and many other kinds of information may still qualify as personal information.

FREQUENTLY ASKED QUESTIONS

What if an individual is acting in a business, professional or official capacity?

The acts specifically exclude from the definition of personal information the name, title, contact information or designation that identifies a person in a business, professional or official capacity. This includes a business carried out in a home.

As a general rule, information about an individual in a business, professional or official capacity is not considered to be personal information.

However, even if information relates to an individual in such a capacity, it may still qualify as personal information if it reveals something of a personal nature about the individual. The context in which the information appears is important.

Is an address personal information?

An address, by itself, is not personal information because it is about a property and not an individual. However, information about a property can qualify as personal information if it reveals something personal. For example, a police service placed a lawn sign on a property stating that it was the site of a search warrant for illicit drugs. The IPC decided that the address on the sign was personal information because it revealed allegations of criminal activity against individuals associated with the property.

Does an individual's name qualify as personal information?

Like an address, a name by itself is not personal information. A name is personal information if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Can information about a business be personal information?

Generally, business information is not considered personal information. The term "individual" in the definition of personal information means that it only relates to natural persons. Sometimes confidential business information is confused with personal information. Business information may hold tremendous value and importance for organizations, but it is not personal information.

Is information about deceased individuals their personal information?

Information about an individual is not personal information if they have been dead for more than thirty years.

CONCLUSION

It is important to examine the context in which information appears in determining whether the information is "about" an individual and whether the individual is "identifiable." Depending on the context, information may not meet the definition of personal information because it is, for example, information about a property or business, or about an individual in a business capacity. You can find IPC orders and complaint reports regarding the definition of personal information on the IPC's website (www.ipc.on.ca).

APPENDIX

Definition of “personal information” in the acts

“personal information” means recorded information about an identifiable individual, including,

- (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
- (c) any identifying number, symbol or other particular assigned to the individual,
- (d) the address, telephone number, fingerprints or blood type of the individual,
- (e) the personal opinions or views of the individual except where they relate to another individual,
- (f) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (g) the views or opinions of another individual about the individual, and
- (h) the individual’s name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, April 30, 2019

8:00 PM - 8:30 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch, Violetta Nikolskaya, Mitch Ray-Borsc, Kristeen Sprague, Kyle Weitz

Regrets: Sean Cullen, Sam Merulla (City Council Appointee)

Staff: Betsy Pocop (Diversity and Inclusion)

Guests: None

Chair: None

1. Discussion Items

1.1 Pride Flag Raising Event for 2019

The Committee discussed planning and logistics for the event and what had occurred in previous years. Members discussed the timeline for making this decision and the former Committee not having quorum in the months of February, March, or April.

Members suggested the following possible dates for the event to be held:

- Friday, May 31
- Saturday, June 1
- Monday, June 3

Members will decide on guest speakers and forward a list of those speakers to staff. Refreshments to include cake and cupcakes as was done the previous year.

2. Adjournment

(F. Gray / A. Getty)

That, there being no further business, the meeting be adjourned at 8:30 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Wednesday, May 15, 2019

6:00 PM - 8:15 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Cameron Kroetsch (Chair), Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc, Kristeen Sprague, Kyle Weitz

Regrets: Sean Cullen, Freja Gray, Sam Merulla (City Council Appointee)

Staff: Betsy Pocop (Diversity and Inclusion)

Guests: Members of the public

Chairs: Betsy Pocop, Cameron Kroetsch

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

V. Nikolskaya provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(K. Sprague / A. Getty)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

- (a) That agenda items 5.4 and 5.5 be moved ahead of item 5.3
- (b) That items 4.2, 5.4, and 5.5 be added to the agenda:
 - 4.2 Motion to Approve the Minutes of January 17, 2019
 - 5.4 Selection of Additional Committee Members
 - 5.5 Working Groups

CARRIED

4.2 Motion to Approve the Minutes of January 17, 2019

(V. Nikolskaya / A. Getty)

That the LGBTQ Advisory Committee approve the meeting minutes of January 17, 2019 as distributed with the following additions / amendments:

- (a) Corrections to the pronouns used to describe a member

CARRIED

Discussion: The Committee discussed how to action items that arose during a previous meeting and how they could be actioned in future. Specifically, members asked about the Committee's Terms of Reference, the Committee's name, and the Basic Income Pilot.

5. Elections

5.1 Election of Chair

V. Nikolskaya nominated C. Kroetsch for Chair.

- C. Kroetsch accepted the nomination.

K. Sprague nominated herself for Chair.

A. Getty nominated J. Diemert for Chair

- J. Diemert did not accept the nomination.

C. Kroetsch and K. Sprague were the nominees for the position of Chair.

C. Kroetsch was elected to the position of Chair.

5.2 Election of Vice Chair

C. Kroetsch nominated V. Nikolskaya for Vice Chair.

- V. Nikolskaya accepted the nomination.

K. Sprague nominated herself for Vice Chair.

A. Getty nominated K. Weitz for Vice Chair.

- K. Weitz did not accept the nomination.

V. Nikolskaya and K. Sprague were the nominees for the position of Vice Chair.

V. Nikolskaya was elected to the position of Vice Chair.

6. Presentations

7. Recommendations

7.1 Motion to Recommend Reopening Committee Selection

(C. Kroetsch / K. Sprague)

That the LGBTQ Advisory Committee recommend to City Council that the selection process be reopened to increase the Committee's number from 9 to 15 with a focus on recruiting youth, racialized people, and community partners with the following quoted from the spectrum Hamilton pledge:

- (a) a clear, open, advertised community call-out for new representatives on the City's LGBTQ+ Advisory Committee in the upcoming term
- (b) Add two youth (under 29) representative seats
- (c) Engage community organizations and leaders as ex-officio members of the LGBTQ+ Advisory Committee

CARRIED

Discussion: Members expressed disappointment that neither youth nor racialized individuals were appointed to the committee. Members indicated they did not understand the limit of 9 members that was imposed and further that this number was imposed informally without Council approval. Members and guests indicated that the application process was draining. Staff advised the committee that they could make a recommendation

to City Council to increase the number of members on the committee but that they will need a Citizen Committee Report. The Chair and Vice Chair agreed to write the Citizen Committee Report.

8. Regular Business

8.1 Motion to Schedule Regular Committee Meetings

(K. Sprague / J. Diemert)

That the LGBTQ Advisory Committee schedule its meetings on the third Tuesday of each month.

CARRIED

Discussion: Members indicated the current scheduled meeting date and time of the third Thursday would not work for all members and that Thursdays are typically event days in the community. Alternate days of the week and potential time changes were discussed.

8.2 Motion to Prepare a Citizen Committee Report

(V. Nikolskaya / A. Getty)

That the LGBTQ Advisory Committee appoint the Chair and Vice Chair to draft a Citizen Committee Report in relation to the recommendation under 7.1 (above) to be approved by the Committee at a future meeting.

CARRIED

8.3 Motion to Create a Working Group on Committee Selection

(C. Kroetsch / K. Sprague)

That the LGBTQ Advisory Committee create a Working Group to focus on the Committee Selection process in collaboration with community partners and that they hold their first meeting on Tuesday, June 25, 2019 at 6:00 PM.

CARRIED

Discussion: A member recommended striking a Working Group to discuss the selection process item, develop promotional materials for recruitment, and allow youth the opportunity to be involved before they sit on the Committee.

Members discussed that the working group should have community partners involved in the selection process discussion.

Members and guests enquired on:

- age limit for potential community members who may be involved in the Working Group; and
- a communication process for advertising the Working Group to the general public

Staff advised communication is to occur through the City and the City's Communications section (on the website).

A member suggested that another Working Group might be created in the future to specifically discuss housing and homelessness as it impacts LGBTQ communities.

8.4 Motion to Cancel the Flag Raising Ceremony

(J. Diemert / K. Sprague)

Whereas the ceremonial act of displaying Pride flags at City Hall signals to the public that the City of Hamilton commits to solidarity with Hamilton's Two Spirit and LGBTQIA+ citizens, but is not in and of itself an act of solidarity, and

Whereas the City of Hamilton has failed to materially demonstrate solidarity with Hamilton's Two Spirit and LGBTQIA+ citizens through:

- (a) the continued employment [redacted] Personal Information [redacted] threaten the safety of all marginalized City staff and volunteers and citizens whose private information is stored using the City's IT systems (i.e. delegate home addresses, phone numbers, and other personal information); [redacted] Personal Information [redacted] and
- (b) Personal Information [redacted] on the Hamilton Police Services Board, despite calls from the community to revisit the decision and appoint a community member from a marginalized group; and
- (c) the City's failure to meet all of the criteria of the 2017 Trans Protocol; and
- (d) the selection process for this term of the LGBTQ Advisory Committee by:
- arbitrarily (and without the approval of City Council) capping the committee at 9 members (where the committee's mandate does not have a membership limit); and

- not conducting interviews with applicants; and
- not consulting the previous committee or the wider Two Spirit and LGBTQIA+ community about the process; and
- as a result, excluding important voices from formal participation on this committee.

Therefore, let it be resolved that:

1. The annual unfurling and raising of flags at Hamilton City Hall in celebration of Pride month be cancelled in 2019.
2. Any future ceremonial demonstrations of solidarity with the Two Spirit and LGBTQIA+ community in association with the City of Hamilton's LGBTQ Advisory Committee be contingent upon a satisfactory resolution to the above noted concerns.
3. Should any event that ceremonially celebrates Pride Month with the intention of signalling the City of Hamilton's solidarity with Two Spirit and LGBTQIA+ citizens occur in 2019, that it will be understood to be occurring without the support of, and in direct opposition of, the expressed wishes of the City of Hamilton's LGBTQ Advisory Committee.
4. The event be replaced with an open community discussion at the same time and place as the original event was scheduled, which is May 31, 2019 from 6:00 PM to 8:00 PM in the City Hall forecourt.

CARRIED

Discussion: A member proposed an amendment to the motion to include the issue of the appointment to the Hamilton Police Services Board. Another amendment from a member was proposed to change wording around employment to "continued employment".

Feedback provided from a guest in attendance led to an

amendment to the motion that the City has not fulfilled all the criteria of its Trans Protocol; Committee members were in agreement to include the feedback into the motion.

Members and guests discussed consideration for community members and the impact of not hosting the flag raising event.

Members discussed if the flag raising is not to be held, what might take place in lieu of the event including a community dialogue or town hall event.

9. Discussion Items

10. Notices

11. Announcements

12. Adjournment

(J. Diemert / C. Kroetsch)

That, there being no further business, the meeting be adjourned at 8:15 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, May 28, 2019

6:00 PM - 8:15 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch (Chair), Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc, Kristeen Sprague, Maureen Wilson (City Council Appointee)

Regrets: Sean Cullen, Kyle Weitz

Staff: Betsy Pocop (Diversity and Inclusion)

Guests: Janette Smith (City Manager), Jodi Koch (Director, Talent and Diversity), members of the public

Chair: Cameron Kroetsch

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

V. Nikolskaya provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(V. Nikolskaya / K. Sprague)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

(a) That item 6.5 be added to the agenda:

6.5 Event on May 31, 2019

(b) That items 3, 4 and 6 be removed from the agenda

CARRIED

5. Regular Business

5.1 Motion to Change the Date of the Community Conversation

(V. Nikolskaya / K. Sprague)

That a Community Conversation be held on June 18, 2019 in place of the Committee's next regularly scheduled meeting.

CARRIED

Discussion: The Chair and Vice Chair will sort out the logistics and invite a panel of speakers. Information regarding the Community Conversation will be shared by those in attendance.

5.2 Motion to Affirm the Committee's Position on the Flag Raising Ceremony

(J. Diemert / K. Sprague)

That the LGBTQ Advisory Committee affirms the decision it made by carrying its motion of May 15, 2019; more specifically, that the Committee continues not to be in support of the City of Hamilton raising the Pride, Trans, and Six Nations flags in 2019.

CARRIED

6. Discussion Items

6.1 Employment of Staff under Investigation

City Manager explained her reason for calling this meeting and wanting to find out more from the Committee about the reasons for their motion of May 15, 2019. City Manager explained the current status of the situation. She expects that the investigation will be concluded in weeks rather than months.

Members expressed concern for the safety of Two Spirit and LGBTQIA+ communities, especially that personal and contact information may have been accessed. Members also expressed concern that there were not adequate background checks performed and that they did not have faith in the hiring practices of the City.

A member of the public expressed that they were concerned about the lack of space for Two Spirit and LGBTQIA+ communities in Hamilton. The focus on the crosswalk missed the point. When the Well closed down the City should have intervened to ensure that there was adequate space.

6.2 Citizen Appointment to the Hamilton Police Services Board

Members indicated process for selecting a community member resulted in a former auxiliary police officer being appointed; there was further erosion of trust in part because 10 minute interviews were held with candidates for a paid position. This was all made worse by the Board refusing to address the issue.

Staff and Councillor discussed the timeline around when this happened and what the process has been like up to this point. There was a discussion about the practices for selection being revised with a focus on an Equity, Diversity, and Inclusion (EDI) lens moving forward.

Members expressed concern that the City did not seem to have this focus already and that while community consultation is important that neither members of the Committee nor members of the community were in a position to do this work. Members suggested that those responsible at the City get the training necessary.

6.3 City of Hamilton's Trans Protocol

Members confirmed that this part of the May 15, 2019 motion came from a member of the community but that the committee felt it was important to include it in their motion.

Members expressed concern that the reasons for the implementation of the protocol were not widely known (i.e. a result of the City losing a case at the Human Rights Tribunal of Ontario).

Some members expressed that the process for the creation and review of the Protocol was an issue and shared that there was an erosion of trust and a lack of engagement including meeting with some community members individually rather than together in group settings.

Other members expressed that the vetting and engagement process by the City was far reaching and that community consultations were effective.

Staff indicated that a community engagement practice was developed in the last year, ongoing dialogue needs to happen, and that the offer remains to meet with groups or individuals to discuss their concerns further.

6.4 Selection Process for the LGBTQ Advisory Committee

Members summarized the process, especially that the Committee's membership was capped at 9. The Committee was not consulted about this change to its membership.

Guests talked about their experiences of having applied to be on the Committee, specifically that they were not interviewed at all. Representatives from spectrum Hamilton spoke about their campaign to engage youth in the process of applying to the City's Committees through a Voter Access Campaign during the last municipal election. They distributed a copy of a letter that they used during their campaign and urged the City to consider opening up the selection process.

Guests expressed that the Mayor and some members of City Council had supported the Voter Access Campaign and had even signed a pledge to forward 2 youth positions on the LGBTQ Advisory Committee. Members and guests urged the City to commit to ensuring that youth had seats on committees and that they focus on building capacity on committees for youth.

Members expressed that there was a lack of transparency in the selection process and that there needs to more seats at the table specifically dedicated to youth and racialized members. Members also noted that there were 2 youth members on the Committee at present.

A Citizen Committee Report is being prepared on this matter to make a recommendation to Council to expand the size of the

Committee based on the recommendations made in the motion on May 15, 2019.

6.5 Event on May 31, 2019

The Committee had originally considered an event on May 31, 2019 in place of the flag raising ceremony but, due to obvious time constraints, decided that this should be postponed.

The date had been chosen both before there was public attention on the motion from May 15, 2019 and larger public discussions about the selection process and the flag raising ceremony.

Members expressed that they felt that the City's leadership was not listening to the advice of the Committee and that it was important to hold space to hear from as many people in the community as possible. Members especially indicated that it would be nice for City Council to be present at the event and to engage in dialogue with constituents.

Members expressed that the entire community is not unified on the Committee's decision to cancel the flag raising ceremony and that some youth have expressed a desire to see the flag being raised regardless. For some, whether there is a ceremony or not, the flag represents hope and is seen by many as a positive symbol.

7. Adjournment

(J. Diemert / V. Nikolskaya)

That, there being no further business, the meeting be adjourned at 8:15 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, June 25, 2019

5:30 PM - 5:45 PM

City Hall, 71 Main Street West, Room 192

Present: Sean Cullen, James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch (Chair), Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc

Regrets: Kristeen Sprague, Kyle Weitz, Maureen Wilson (City Council Appointee)

Staff: Betsy Pocop (Diversity and Inclusion)

Guests: Graham Crawford, members of the public

Chairs: Betsy Pocop, Cameron Kroetsch

1. Discussion Items

1.1 Elections of Chair and Vice Chair on May 15, 2019

The Office of the City Clerk advised members of the following on June 19, 2019:

“Please be advised that the vote taken by ballot at your last Committee meeting to select your Chair and Vice Chair, is in

violation of Section 244 of the Municipal Act, 2001 and Section 3.13 (11) of Procedural By-law 18-270:

‘No vote shall be taken by ballot or by any other method of secret voting and every vote so taken is of no effect, except where permitted by statute’.

In this case, the ballot votes taken at the last Committee meeting are null and void and will have to be retaken and voted on by show of hands.”

The Committee has convened today for the purposes of running the election again.

2. Acclamations

2.1 Acclamation of Chair

J. Diemert nominated C. Kroetsch for Chair.

- C. Kroetsch accepted the nomination.

There were no other nominations.

C. Kroetsch was unanimously acclaimed to the position of Chair.

2.2 Acclamation of Vice Chair

C. Kroetsch nominated V. Nikolskaya for Vice Chair.

- V. Nikolskaya accepted the nomination.

There were no other nominations.

V. Nikoskaya was unanimously acclaimed to the position of Vice Chair.

3. Adjournment

(C. Kroetsch / V. Nikolskaya)

That, there being no further business, the meeting be adjourned at 5:45 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, July 16, 2019

6:00 PM - 8:00 PM

City Hall, 71 Main Street West, Room 192

Present: Sean Cullen, James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch (Chair), Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc, Kristeen Sprague, Kyle Weitz

Regrets: Maureen Wilson (City Council Appointee)

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: Stephanie Hillson (Office of Ward 1 City Councillor), Kojo Dampsey (Hamilton Centre for Civic Inclusion), members of the public

Chair: Cameron Kroetsch

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

V. Nikolskaya provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

C. Kroetsch declared a conflict of interest to proposed item 7.2; he is a member of Pride Hamilton's Board of Directors.

4. Procedural Business

4.1 Motion to Approve the Agenda

(C. Kroetsch / V. Nikolskaya)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

- (a) That agenda items 5.1 through 5.5 be moved to Presentations and delivered by Staff (J. Bowen) as:

5.1 Committee Budget

5.2 Committee Mandate

5.3 Committee Terms of Reference

5.4 City of Hamilton Equity Toolkit

5.5 Committee Workplan for 2019

- (b) That items 5.5 and 5.6 be added to the agenda:

7.1 Motion to Allocate Funds from Budget for Meeting Space

7.2 Motion to Allocate Funds from Budget to Pride Hamilton

7.3 Delegation to the Hamilton Police Services Board

(c) That item 5.7 be removed from the agenda

CARRIED

4.2 Motion to Approve the Minutes of April 30, 2019

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee approve the meeting minutes of April 30, 2019 as distributed.

CARRIED

4.3 Motion to Approve the Minutes of May 15, 2019

(K. Sprague / V. Nikolskaya)

That the LGBTQ Advisory Committee approve the meeting minutes of May 15, 2019 as distributed.

CARRIED

4.4 Motion to Approve the Minutes of May 28, 2019

(F. Gray / V. Nikolskaya)

That the LGBTQ Advisory Committee approve the meeting minutes of May 28, 2019 as distributed.

CARRIED

4.5 Motion to Approve the Minutes of June 25, 2019

(V. Nikolskaya / F. Gray)

That the LGBTQ Advisory Committee approve the meeting

minutes of June 25, 2019 as distributed.

CARRIED

Discussion: Committee members discussed the timing of the notification to the Committee with respect to the re-election of the Chair and Vice Chair directly following the events at Pride and the community consultation that was scheduled shortly thereafter. The concern about the timing of the notification was raised by committee members with City Staff.

J. Diemert noted that they raised an objection of the secret ballot at the time of the initial vote for Chair and Vice Chair.

K. Sprague requested to recast the vote.

Members indicated that the City should have approached the Committee with respect to this matter as they had similarly with respect to the Committee's motion that the City not raise the Pride flag at City Hall (see May 15, 2019 meeting minutes).

K. Sprague opposed the motion.

5. Presentations

5.1 Committee Budget

J. Bowen provided the Committee with an overview of the 2019 budget for review and reference. The Committee's 2019 budget was approved at \$3,964.00. \$1,500.00 has been allocated for monthly meeting expenses and the remainder of the budget, \$2,414.00, is for special event or project costs.

As of June 30, 2019, the committee has used \$618.68 of their 2019 budget.

5.2 Committee Mandate

The LGBTQ Advisory Committee Mandate was distributed and reviewed with the Committee.

Discussion: Committee members asked about the following:

- Why the LGBTQ Committee reports to the Audit, Finance and Administration Committee
- The process for revising the Committee's Mandate
- Having the Committee report to the Emergency and Community Services Committee

5.3 Committee Terms of Reference

A copy of the LGBTQ terms of reference were provided to Committee members. Committee members were asked to review the terms of reference for suggested revisions.

5.4 City of Hamilton Equity Toolkit

The Committee was advised of the draft Equity Toolkit that has been released by the Mayor's Office to support the creation of an Equity, Diversity and Inclusion Framework. The toolkit will be shared with all committee members for their review and feedback.

Discussion: Committee members asked about the timelines to provide feedback and specific details about what members are being asked to do with the content contained within the toolkit.

5.5 Committee Workplan for 2019

J. Bowen advised that all committees under the purview of the Diversity and Inclusion Office, have been asked to create an outline for 2019 which includes what the committee's goals are and what they hope to achieve as a group.

6. Recommendations

6.1 Motion to Recommend Reopening Committee Selection

(V. Nikolskaya / F. Gray)

That the LGBTQ Advisory Committee recommend the distributed Draft Citizen Committee Report regarding reopening the committee selection process for approval by the Audit, Finance and Administration Committee at its next meeting.

CARRIED

Discussion: C. Kroetsch advised that the report with recommendations respecting the Advisory Committee selection process had been completed. J. Bowen stated that the report only referenced one of several motions that were raised on May 15, 2019. C. Kroetsch advised that some of the things mentioned in the May 15, 2019 motion had already past and it was his understanding based on what staff had instructed that in order to make a recommendation the committee only had to provide a Citizen Committee Report on the outstanding items.

M. Ray-Borsc abstained from voting.

7. Regular Business

7.1 Motion to Allocate Funds from Budget for Meeting Space

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee allocate up to \$100 to secure space at the Central Library on July 23, 2019 for two hours if neither the HCCI, YWCA, nor The AIDS Network have meeting space available.

CARRIED

7.2 Motion to Allocate Funds from Budget to Pride Hamilton

(F. Gray / A. Getty)

That the LGBTQ Advisory Committee allocated \$500 from its 2019 budget to Pride Hamilton to defray costs associated with decorations and supplying filtered water at its 2019 event at Gage Park on June 15, 2019.

CARRIED

Discussion: There was discussion to continue the practice of supporting the annual Pride event with a financial contribution from the LBGTQ Committee.

The Committee discussed if funding was typically provided to Pride and the approximate amount of that funding.

Members advised that the LBGTQ Committee annually provides support for Pride and Trans Day of Remembrance Flag raising ceremonies.

The Committee has also provided financial support community

consultation and needs assessment projects. Community event in December (historically).

S. Cullen and C. Kroetsch abstained from the vote.

7.3 Motion to Depute to the Hamilton Police Services Board

(V. Nikolskaya / A. Getty)

That the Committee submits a request for deputation to the next Hamilton Police Services Board meeting.

CARRIED

8. Discussion Items

8.1 Update from Working Group on Committee Selection

The working group is currently engaged in ongoing discussion about:

- Community outreach
- Community representation
- Services provided by the LGBTQ committee
- The need for an informal community space

The next working group meeting is scheduled for July 23, 2019 at 6:00 PM. The location of the meeting is to be determined. A motion will be put forward at today's meeting to allocate funds to secure a meeting space as City Hall meeting rooms are currently booked on that date and time. The Hamilton Centre for Civic Inclusion offered the Working Group a meeting space on the evening of July 23, 2019.

8.2 LGBTQ+ Art Initiatives

Committee members discussed LGBTQ+ art initiatives.

Suggestions were made for the Committee to request a meeting with the City of Hamilton Arts Commission to raise concerns about increasing access for LGBTQ+ art and artists. It was suggested that the committee could connect with Ken Coit or Jennifer Anisef from the City of Hamilton in relation to public art.

A brief discussion was held regarding the need for collaborative effort with community organisations.

9. Notices

9.1 Motion to Rename the Committee

9.2 Motion to Recommend that the Committee Change the Standing Committee to which it Reports

9.3 Motion to Change the Committee's Mandate, Terms of Reference, and Budget

9.4 Motion to Complete the Committee Workplan for 2019

9.5 Motion to Change the Committee Pamphlet

9.6 Motion related to LGBTQ+ Art Initiatives

9.7 Motion to Create a Working Group related to the McMaster Needs Assessment

9.8 Motion to Create Policies or Procedures for Deputations and Delegations from the Committee

10. Announcements

The following announcements were made:

- The next Working Group meeting is on July 23, 2019
- Pride Hamilton is hosting a debrief at the YWCA on July 24, 2019
- The next Hamilton Police Services Board meeting is on July 18, 2019 at 1:00 PM in Council Chambers

11. Adjournment

(F. Gray / S. Cullen)

That, there being no further business, the meeting be adjourned at 8:00 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, August 20, 2019

6:00 PM - 6:30 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Cameron Kroetsch (Chair),
Violetta Nikolskaya (Vice Chair)

Regrets: Sean Cullen, Freja Gray, Mitch Ray-Borsc, Kristeen
Sprague, Kyle Weitz, Maureen Wilson (City Council
Appointee)

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: None

Pursuant to Section 5.4 (4) of the City of Hamilton's Procedural By-law 18-270 at 6:30 PM the Staff Liaison to the Committee advised those in attendance that quorum had not been achieved within 30 minutes after the time set for the LGBTQ Advisory Committee, therefore, the Staff Liaison to the Committee noted the names of those in attendance and the meeting stood adjourned.

Respectfully submitted,

Jessica Bowen

Supervisor, Diversity and Inclusion, Human Resources



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, August 27, 2019

6:30 PM - 7:30 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Cameron Kroetsch (Chair),
Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc,
Maureen Wilson (City Council Appointee)

Regrets: Sean Cullen, Freja Gray, Kristeen Sprague, Kyle Weitz

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: Members of the public

Chair: Cameron Kroetsch

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

C. Kroetsch provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(J. Diemert / V. Nikolskaya)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

(a) That item 7.5 be added to the agenda:

7.5 Motion to Invite Representatives from the Hamilton Police Service to Delegate to the LGBTQ Advisory Committee at a Future Meeting

(b) That item 3.1 be removed from the agenda

CARRIED

5. Presentations

6. Recommendations

7. Regular Business

7.1 Motion to Create a Working Group on the Needs Assessment entitled “Mapping the Void: Two Spirit and LGBTQ+ Experiences in Hamilton”

(A. Getty / M. Ray-Borsc)

That the LGBTQ Advisory Committee create a Working Group to further examine the Needs Assessment entitled “Mapping the Void: Two Spirit and LGBTQ+ Experiences in Hamilton”.

CARRIED

Discussion: The results of the Needs Assessment can be found at <https://labourstudies.mcmaster.ca/lgbtq>. The YWCA may have a space that can be used for Working Group meetings. There was agreement that one Committee member should be in attendance at all Working Group meetings to ensure consistency. V. Nikolskaya to attend all Working Group meetings.

7.2 Motion to Appoint the Chair and Vice Chair of the Committee to Meet with Councillor Brad Clark

(J. Diemert / A. Getty)

That the LGBTQ Advisory Committee appoint the Chair (C. Kroetsch) and Vice Chair (V. Nikolskaya) to meet with Councillor Brad Clark at his request.

CARRIED

Discussion: Committee members inquired if there was any additional context to the request. No additional information was available. It was suggested that, at this meeting, the Chair and Vice Chair could only provide insight into items that the Committee had already discussed. Members suggested extending an invitation to the Councillor to attend an upcoming meeting.

7.3 Motion to Appoint the Chair and Vice Chair of the Committee to Attend a Meeting Organized by the Office of the Mayor of Hamilton

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee appoint the Chair (C. Kroetsch) and Vice Chair (V. Nikolskaya) to attend a meeting at the invitation of the Office of the Mayor of Hamilton on Wednesday, August 28, 2019 at 9:00 AM.

CARRIED

Discussion: The timing of the meeting, beginning at 9:00 AM, is not an optimal meeting time for people who have conflicting work schedules. The Committee discussed who had been invited and whether the entire Committee was invited or just the Chair and Vice Chair. Members discussed the role of the Committee and suggested that it was within its mandate to give advice to members of Council. Members reiterated that the representatives could not provide advice to the Mayor that they hadn't discussed as a group. It was noted that the meeting was not open or public and was invite-only and that this excluded many members of the Two-Spirit and LGBTQIA+ community.

7.4 Motion to Appoint the Chair and Vice Chair of the Committee to Attend a Meeting Organized by the Office of the Chief of the Hamilton Police Service

(M. Ray-Borsc / A. Getty)

That the LGBTQ Advisory Committee appoint the Chair (C. Kroetsch) and Vice Chair (V. Nikolskaya) to attend a meeting at the invitation of the Office of the Chief of the Hamilton Police Service on Thursday, August 29, 2019 at 6:00 PM.

FAILED

Discussion: Committee members did not think it would be appropriate for the Committee to advise Hamilton Police Service as the Committee's mandate is to advise City Council.

Members shared that they were interested in hearing the dialogue first hand. Historically, if other organisations wanted advice from the Committee they have requested to attend a monthly meeting. There were concerns raised about who has been invited to the meeting and who has been left out. There are concerns that the meeting will not be representative of either trans or racialized members of Two Spirit and LGBTQIA+ communities.

7.5 Motion to Invite Representatives from the Hamilton Police Service to Delegate to the LGBTQ Advisory Committee at a Future Meeting

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee invite representatives from the Hamilton Police Service to delegate to the LGBTQ Advisory

Committee at a future meeting.

CARRIED

Discussion: This was suggested in lieu of attending the meeting as outlined in 7.4. Members noted that the mandate of the Committee is to “eliminate barriers” experienced by Two Spirit and LGBTQIA+ communities. The Committee does this by making recommendations to Council in order that the City will excel in providing services to and interfacing with members of those communities. It can, though, receive delegations and act on specific requests made of it through that process if they are within its mandate. The Committee asked that staff make this invitation to the Hamilton Police Service on its behalf.

8. Discussion Items

9. Notices

9.1 Motion to Appoint a Recording Secretary

10. Announcements

11. Adjournment

(V. Nikolskaya / J. Diemert)

That, there being no further business, the meeting be adjourned at 7:30 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, September 17, 2019

6:00 PM - 8:00 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch (Chair), Violetta Nikolskaya (Vice Chair), Mitch Ray-Borsc, Kyle Weitz, Maureen Wilson (City Council Appointee)

Regrets: Sean Cullen, Kristeen Sprague

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: Lianna Sanelli

Chair: Cameron Kroetsch

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

V. Nikolskaya provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(M. Ray-Borsc / V. Nikolskaya)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

- (a) That agenda item 4.3 (f) be removed
- (b) That items 5 and 6 be removed from the Agenda
- (c) That agenda item 6.1 be moved from Recommendations to Discussion Items and added to the Agenda as item 8.4 (now 6.4)
- (d) That item 7.3 be moved from Regular Business to Discussion Items and added to the Agenda as item 8.5 (now 6.5)

CARRIED

4.2 Motion to Rescind the Motions of July 16, 2019 (4.2 to 4.5)

(J. Diemert / V. Nikolskaya)

That the LGBTQ Advisory Committee rescind its Motions 4.2 to 4.5 from its July 16, 2019 meeting.

CARRIED

Discussion: These motions were carried to approve the minutes of the Committee's previous meetings but have since been reformatted in collaboration with the City Clerk's office so that they're clearer, easier to read, and more useful for the Committee.

4.3 Motion to Approve the Minutes of April 30, 2019; May 15, 2019; May 28, 2019; June 25, 2019; July 16, 2019; August 27, 2019

(V. Nikolskaya / K. Weitz)

That the LGBTQ Advisory Committee approve the meeting minutes of April 30, May 15, May 28, June 25, July 16, and August 27, 2019 as distributed.

CARRIED

5. Regular Business

5.1 Motion to appoint a Recording Secretary

(V. Nikolskaya / F. Gray)

That the LGBTQ Advisory Committee appoint a Recording Secretary.

Discussion: No members of the Committee were willing, at this time, to serve as Recording Secretary

(M. Ray-Borsc / J. Diemert)

That the LGBTQ Advisory Committee table the motion until its next meeting.

TABLED

5.2 Motion to draft the Committee Workplan for 2019

(C. Kroetsch / J. Diemert)

That the LGBTQ Advisory Committee accept the items in today's Agenda under item 9 as its Workplan for 2019 and that it develop a Workplan for 2020 as soon as possible.

CARRIED

Discussion: The committee discussed focusing on a workplan for 2020. For the remainder of 2019, the committee will focus on the motion put forward in May 2019 and the other items under 9 on today's Agenda. Members noted that historically the committee has supported the Trans Day of Remembrance and a "meet and

greet” event in December and that these items be added to the 2019 Workplan.

5.3 Motion to schedule Working Group meetings

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee schedule the following meetings of its 2 Working Groups:

(a) Working Group on the Needs Assessment on October 7, 2019 at 6:00 PM (YWCA)

(b) Working Group on the Committee Selection on October 22, 2019 at 6:00 PM (The AIDS Network)

(c) Working Group on the Needs Assessment on November 11, 2019 at 6:00 PM (YWCA)

CARRIED

6. Discussion Items

6.1 Update from Working Group on Committee Selection

Group members met at the Hamilton Centre for Civic Inclusion and discussed the community space that exists (i.e. social space, bar space, office space). There was a general discussion about community partnerships.

6.2 Report from meeting with Mayor Fred Eisenberger

The meeting was part of a series of meetings that the Mayor was holding to address hate, so-called “dialogues”. The Committee was not given an agenda in advance and so was not able to provide useful feedback as part of the main discussion and didn’t have instructions from the Committee to represent it on that topic.

There were some stakeholders from other marginalized communities, including religious communities, around the table.

There was space on the agenda to talk about other things such as the “positive space” campaign. We strongly suggested that the group read the recent *Mapping the Void* needs assessment from McMaster University.

There was a suggestion that the Committee had been invited to the previous meeting of this group. The Chair clarified for the group that the Committee had not been invited previously. The Chair then explained the process for sending invitations and urged the group to give lede time to Committee to discuss those invitations in advance of the next meeting.

6.3 Reopening Committee selection process

Councillor Wilson, a member of the Interview Sub-Committee to the Audit, Finance & Administration Committee, advised that the motion put that the LGBTQ Advisory Committee put forward was approved on September 11 by the Audit, Finance and Administration Committee.

Following the approval of the motion, the Interview Sub-Committee met. A query went out to those who had previously applied to the Committee asking if they were still interested in applying to be selected.

When the Interview Sub-Committee next meets it will review applications and discuss methodology.

The Committee made the following comments to Councillor Wilson:

- given a recent resignation from the committee, if the selection committee could consider recruiting one additional member
- if staff could advise on what questions can be asked of recruits to demonstrate a fair and equitable process and to ensure that adequate representation can be achieved as per the motion the committee put forth with respect to the selection of members
- all the applicants should be interviewed
- membership related to youth, people of colour, Indigenous, and Two-Spirit representatives should be the focus of this recruitment

Councillor Wilson will communicate the Committee's views to the Interview Sub-Committee.

6.4 Recommending a Budget for 2020

Overview of budget process for 2020 was provided by staff. A draft budget for 2020 will be provided for the October meeting.

6.5 Process for deputations and delegations from the Committee

The Committee is planned to depute at either the October or November meeting of Hamilton Police Services Board. The Committee discussed the steps that would be taken in the event that there are times where a deputation may need to happen in a timely manner but where the committee could not meet in advance to collectively agree on what will be shared.

Committee members will adhere to the parameters outlined in the Volunteer Advisory Handbook. Without an explicit discussion, the Committee agreed to not move forward on a deputation.

A Committee member indicated that they felt it was the Committee's responsibility to address what happened at the June 18, 2019 Community Conversation that it hosted as part of the deputation to the Hamilton Police Services Board in addition to a request to the Board to ask City Council to consider a reselection process similar to the one it recently requested.

7. Notices

7.1 Motion related to the Trans Day of Remembrance

7.2 Motion to recommend a Budget for 2020

7.3 Discussion of December event

7.4 Discussion of food for meetings

7.5 Discussion of review of attendance expectations

8. Announcements

The following announcements were made:

- Kyle's Place is hosting an ASL class every Saturday afternoon for 10 weeks
- Pride Hamilton is hosting its first Events Committee meeting for planning Pride 2020 on September 29, 2019 at the YWCA

9. Adjournment

(V. Nikolskaya / J. Diemert)

That, there being no further business, the meeting be adjourned at 8:00 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, October 15, 2019

6:00 PM - 8:00 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Autumn Getty, Freja Gray, Cameron Kroetsch (Chair), Kyle Weitz, Maureen Wilson (City Council Appointee)

Regrets: Violetta Nikolskaya (Vice Chair), Kristeen Sprague, Mitch Ray-Borsc

Absent: Sean Cullen

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: Fred Bennink (Hamilton Police Services Board), members of the public

1. Welcome / Introductions

Committee members and guests were welcomed and there was a round of introductions.

2. Land Acknowledgement

C. Kroetsch provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(J. Diemert / K. Wietz)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

(a) That items 7.6, 7.7, and 7.8 be added to the agenda:

7.6 Community Contacts List

7.7 Update from the Working Group on Committee Selection

7.8 Update from the Working Group on the Needs Assessment

CARRIED

4.2 Motion to Approve the Minutes of September 17, 2019

(J. Diemert / K. Wietz)

That the LGBTQ Advisory Committee approve the meeting

minutes of September 17, 2019 as distributed with the following additions / amendments:

- (a) That “members of the public” be added to the header section under “Guests”

CARRIED

5. Recommendations

5.1 Motion to recommend to City Council a Budget for 2020

(F. Gray / J. Diemert)

That the LGBTQ Advisory Committee request a budget of \$3,914.00 for 2020 with a 2% increase (if applicable).

CARRIED

6. Regular Business

6.1 Motion to appoint a Recording Secretary

(J. Diemert / K. Weitz)

That the LGBTQ Advisory Committee acclaim A. Getty as Recording Secretary.

CARRIED

Discussion: This motion was tabled at the September 2019 meeting of the Committee. A. Getty has agreed to take up these

duties starting in 2020. A. Getty was the only nominee to the position and was acclaimed to it.

6.2 Motion regarding the Trans Day of Remembrance

(K. Weitz / J. Diemert)

That the LGBTQ Advisory Committee allocate \$600.00 from its 2019 budget to support the Trans Day of Remembrance on November 20, 2019.

CARRIED

Discussion: A member advised that last year this event was organised in collaboration with members of the community. There was a dinner hosted at the YWCA. The space was an in-kind contribution and the meal was supplied by local businesses in the City.

6.3 Motion regarding a December Event replacing the Committee's Regularly Scheduled Meeting

(J. Diemert / A. Getty)

That the LGBTQ Advisory Committee direct C. Kroetsch to explore logistical details with respect to the Committee hosting an event on December 17, 2019 including the following:

- (a) connecting with the YWCA around possible event space; and
- (b) connecting with the LGBTQ Archives Project and past committee members who may be interested in

participating and bringing a report on this back to the Committee at its next meeting.

CARRIED

Discussion: There was a suggestion that the Committee hold an open house event in December (as in the past). Public engagement with the Committee has increased in the past year and a meet and greet event may be better attended than in the past year. There is the potential of this event to attract community members and bring focus to a particular issue. Members suggested potentially focusing on the newly launched LGBTQ Archives as potential theme/option.

6.4 Motion to Depute to the Hamilton Police Services Board

(F. Gray / J. Diemert)

That the Committee submits a request for deputation to the next Hamilton Police Services Board meeting including a letter circulated at today's meeting that outlines the request in detail.

CARRIED

7. Discussion Items

7.1 Denial of request to depute to the Hamilton Police Services Board

C. Kroetsch was appointed to give the deputation that was denied and reported back that the denial by the Board was the result of its conclusion that the content of the deputation was not

relevant. The intention is to request to depute again and to make the request clearer by providing more information.

7.2 Religious Ceremonial Activities at City Council Meetings

Guests to the Committee brought up this issue at the September 2019 and the Committee agreed to discuss it. The Committee discussed the practice and decided that it did not have the capacity to follow up on this matter given its other priorities and outstanding business.

7.3 Food for Committee Meetings

Concerns have been brought up at previous meetings around food and beverage selection options and members suggested the options be expanded. Members wanted to continue having food at meetings. Further discussion will be had with respect to possible options for 2020.

7.4 Attendance Expectations and Review of Attendance Policy

Members are unsure of the procedures to be used in these instances, especially when someone has indicated a desire to resign but has not formally submitted their resignation. Staff will follow up with members who have missed more than 3 consecutive meetings so that they are aware of the expectations and the policy, specifically that being removed from an Advisory Committee would mean that they could not sit on one in future.

7.5 Community Contact List

A member inquired about the possibility of the Committee keeping and maintaining a list of contacts in Two-Spirit and LGBTQIA+ communities in Hamilton. There was a suggestion that a Google Doc could be used to achieve this once the information was collected. There was the suggestion that the Committee does not currently have the capacity to do this but that it may in future.

7.6 Update from Working Group on Committee Selection

The Working Group will not meet until the new members of the Committee are selected or at such time as there are additional vacancies and a need to make a further recommendation to City Council.

7.7 Update from Working Group on the Needs Assessment

There will be a Working Group meeting for the needs assessment (from McMaster called “Mapping the Void”) held on November 11, 2019 at 6:00 PM at the YWCA.

8. Notices

8.1 Motion regarding the Committee’s December 2019 Event

8.2 Motion regarding the process to Recommend that the

Committee change the Standing Committee to which it Reports

9. Announcements

The following announcements were made:

- Working Group for the Needs Assessment is meeting is on November 11, 2019 at 6:00 PM at the YWCA
- Hamilton Public Library is hosting an LGBTQ Archives Fundraiser on October 22, 2019 from 7:30 PM to 10:30 PM at Mills Hardware
- Trans Day of Remembrance is taking place on November 20, 2019

10. Adjournment

(J. Diemert / F. Gray)

That, there being no further business, the meeting be adjourned at 8:00 PM.

CARRIED



Hamilton

MINUTES

LGBTQ Advisory Committee

Tuesday, November 19, 2019

6:00 PM - 8:20 PM

City Hall, 71 Main Street West, Room 192

Present: James Diemert, Freja Gray, Lisa-Marie Johnston, Alex Kaulback, Cameron Kroetsch (Chair), Jake Maurice, Violetta Nikolskaya (Vice Chair), Kyle Weitz, Maureen Wilson (City Council Appointee)

Regrets: Kristin Cavarzan, Mitch Ray-Borsc, Kristeen Sprague, Terri Wallis

Absent: Sean Cullen, Autumn Getty (Recording Secretary)

Staff: Jessica Bowen (Diversity and Inclusion)

Guests: Samantha Craggs (CBC Hamilton), Rowan Dubois, Al Fletcher (Neighbourhood Development, City of Hamilton), Jen Hohol (Neighbourhood Development, City of Hamilton), Rochelle Ihekwoaba (Neighbourhood Development, City of Hamilton), Sonia Mrva (Hamilton Civic Museums), members of the public

1. Welcome / Introductions

Committee members and guests were welcomed and there was

a round of introductions.

2. Land Acknowledgement

V. Nikolskaya provided a Land Acknowledgement.

3. Declarations of Conflicts of Interest

None

4. Procedural Business

4.1 Motion to Approve the Agenda

(V. Nikolskaya / J. Diemert)

That the LGBTQ Advisory Committee approve the agenda for today's meeting as distributed with the following additions / amendments:

(a) That item 4.1 be added to the agenda:

4.1 Delegation from Sonia Mrva, Hamilton Civic Museums

CARRIED

5. Presentations / Delegations

5.1 Delegation from Sonia Mrva, Hamilton Civic Museums

The delegate shared that the Hamilton Civic Museums are seeking feedback from the public. They have a survey that they are asking community members to complete in order to collect information on how they can achieve better partnerships within the community. The survey can be found at www.reimagineourmuseums.ca. Sonia Mrva's email is sonia.mrva@hamilton.ca. The delegate advised the committee that having a Hamilton Public Library card enables individuals to access museums at no cost.

5.2 Delegation from Al Fletcher, Manager, Neighbourhood Development, City of Hamilton

The delegate was accompanied by Rochelle Ihekwoaba and Jen Hohol who all explained their role(s) in relation to the establishment of the Multi-Use Hub for Diverse and Marginalized Communities. They requested to gather feedback from the community about what is missing in Hamilton in relation to community space; meeting locations; and co-locating services. The motion can be found at: <https://pub-hamilton.escribemeetings.com/FileStream.ashx?DocumentId=208283>. The rest of their presentation can be summarized as:

- Staff are consulting with community groups about the hub.

- The Committee inquired about the timeline for consultation. The delegate advised that they are planning to report back to Council by June 2020.
- The Committee inquired if the delegate's team would be willing to work with the LGBTQ Advisory Committee to get feedback from the community. The delegate indicated his team would welcome the opportunity.
- Committee members advised that an environmental scan of Hamilton (<https://labourstudies.mcmaster.ca/lgbtq>) illustrates that Two Spirit and LGBTQIA+ communities have lost space and that there has been nothing done to replace what was lost (i.e. The Well).
- Request by the Committee that this group come back in January, February, and March of 2020 for further review and feedback.
- Al Fletcher can be contacted by email at Alr.Fletcher@hamilton.ca or by phone at (905) 546-2424 Extension 4711.

5.3 Delegation from Andrea Holland, City Clerk

The delegate provided an overview of the services provided by the Office of the City Clerk including running the Municipal election every four years; providing records and legislative advice. The delegate also reviewed some issues that her Office had with the Committee's approved minutes and asked that certain minutes be revised. The delegate offered her Office's services in training the Committee's Chair, Vice Chair, or Recording Secretary. She also offered to review any of the

policies or procedures that governed the Committee's business with any member of the Committee.

6. Recommendations

6.1 Motion to write a Citizen Committee Report to Recommend that City Council Reappoint a Member of the Hamilton Police Services Board

(V. Nikolskaya / A. Kaulback)

That the Chair and/or Vice Chair draft a Citizen Committee Report for approval at the next meeting of the Committee to recommend that City Council reappoint a member of the Hamilton Police Services Board.

CARRIED

6.2 Motion to write a Citizen Committee Report to Recommend that City Council Appoint Additional Members to the LGBTQ Advisory Committee

(C. Kroetsch / J. Maurice)

That the Chair and/or Vice Chair draft a Citizen Committee Report for approval at the next meeting of the Committee to recommend that City Council appoint additional members to the LGBTQ Advisory Committee.

CARRIED

7. Regular Business

7.1 Motion regarding the Committee's December 2019 Event

(F. Gray / K. Weitz)

That the LGBTQ Advisory Committee cancel its regular December meeting, on December 17, and schedule a social event in its place for the same date (location TBD) and that the Committee spend the rest of its annual budget on food, coffee, and a room booking for the event.

CARRIED

Discussion: The Committee discussed that this has been a social event which has not been well attended in the past. Members agreed to plan for this event scheduled for December 17 but will have backup dates of December 16 and 18 should event space not be available. Locations considered for the event will be the YWCA, CityLAB, Whitehern, and the Hamilton Public Library.

7.2 Motion regarding the process to Recommend that the Committee change the Standing Committee to which it Reports

(C. Kroetsch / J. Diemert)

That the LGBTQ Advisory Committee table the motion and bring it forward as a recommendation at its next meeting.

TABLED

7.3 Motion to Submit a Letter to the Hamilton Police Services Board for Receipt at its December Meeting

(F. Gray / K. Weitz)

That the LGBTQ Advisory Committee submit a letter, as distributed at today's meeting, to the Hamilton Police Services Board for its receipt and inclusion on its public agenda.

CARRIED

Discussion: Committee members consulted on what would be the most appropriate way to share their concerns with the Hamilton Police Services Board considering that their request to depute was twice denied. The City Clerk had recommended that, rather than depute, that the Committee send correspondence to the Hamilton Police Services Board. Members of the Committee thought this was a good recommendation and will also follow up with a Citizen Committee Report to City Council about concerns that the Hamilton Police Services Board has continued to say that they cannot address (i.e. the appointment of its members). The point of sending this letter is in place of the denied deputation and to ensure that the Committee's comments are received and on the record.

7.4 Motion to Remove K. Sprague and S. Cullen from the Committee

(V. Nikolskaya / J. Diemert)

That the Committee remove K. Sprague and S. Cullen from the Committee due to lack of attendance as per the regulations set out in the City of Hamilton Advisory Committee Handbook but also that K. Sprague not be removed if her resignation is

received before the next meeting of the Committee.

CARRIED

Discussion: The Committee had discussed the removal of these members at previous meetings when they had missed more than 3 consecutive meetings (a violation of the City of Hamilton Advisory Committee Handbook). Staff had attempted to reach them to convey the Committee's concern and the attendance regulations as outlined in the City of Hamilton Advisory Committee Handbook. Staff also explained that a resignation before the next meeting of the Committee would be better than a removal by the Committee because a removal may forbid any future participation on City of Hamilton agencies, boards, or committees. Staff agreed to further communicate this to K. Sprague. Staff has already communicated this to S. Cullen in advance of today's meeting. The time for S. Cullen to resign has elapsed.

8. Discussion Items

8.1 Update from Working Group on Committee Selection and Scheduling of its Next Meeting

C. Kroetsch chairs this Working Group. He advised the Committee that the Working Group was officially on hiatus until such time in the future as it deemed necessary to assist the Committee in compiling its advice in the form of a Citizen Committee Report regarding the selection of this Committee after the next municipal election. A future meeting will not be scheduled at this time.

8.2 Update from Working Group on the Needs Assessment and Scheduling of its Next Meeting

V. Nikolskaya chairs this Working Group. She advised the Committee that the next meeting is scheduled for December 9, 2019 at 6:00 PM with a subsequent meeting scheduled for January 13, 2019 at 6:00 PM. The previous meeting cancelled due to incimate weather.

8.3 Meme containing Homophobic Slur posted by the City of Hamilton Employee

C. Kroetsch advised the Committee that an issue was brought to his attention in his capacity as Chair of a meme on social media containing a homophobic slur. He reported this matter to City staff and reported that the slur had been removed. Staff advised that the City takes every complaint seriously. The post was investigated, addressed, and removed promptly. Staff advised that they could not speak about individual personnel matters or investigation results. Staff thanked C. Kroetsch for bringing this matter to their attention.

8.4 Process for Renaming the Committee

The Committee briefly discussed what a renaming might entail both in terms of the process and what form the renaming might take (i.e. consideration of an umbrella term or acronym) and how it might do outreach to hear from Two Spirt and LGBTQIA+ communities about renaming the Committee.

8.5 Planning a Committee Retreat for 2020

Consensus was that a retreat be planned as soon as possible and that dates be discussed and finalized in January 2020.

8.6 Planning an All Advisory Committees Event

Consensus was that an event be planned as soon as possible and that dates be discussed and finalized in January 2020.

9. Notices

9.1 Motion to Extend the Meeting Time to 8:30 PM (as part of approving the agenda)

9.2 Motion to Schedule a Broader Community Consultation with Respect to the Multi-Use Hub for Diverse and Marginalized Communities

9.3 Discussion about the 2020 Flag Raising Ceremony

10. Announcements

The following announcements were made:

- Transgender Day of Remembrance will be held on November 20, 2019 at the Good Shepherd

- The AIDS Network is holding a Comfort & Joy fundraising and silent auction on December 6, 2019 at the Art Gallery of Hamilton from 6:00 PM to 10:00 PM; tickets are \$25

11. Adjournment

(J. Diemert / F. Gray)

That, there being no further business, the meeting be adjourned at 8:20 PM.

CARRIED



INFORMATION REPORT

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	Hate Related Activities on City of Hamilton Properties (LS19031/PW19068(b)/CM19006(b)) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	John Ariyo (905) 546-2424 Ext. 1564
SUBMITTED BY:	John Hertel Director, Strategic Partnerships & Communications City Manager's Office
SIGNATURE:	

COUNCIL DIRECTION

In July 2019, Council adopted staff's recommendations report aimed at mitigating the use of public spaces by hate groups through targeted hate-related incident policy, procedures, notification of assembly, trespass by-law and enhanced corporate security procedures (LS19031/PW19068).

Council further directed staff in August 2019 to hire a community engagement consultant who will engage with equity-seeking groups, community partners and other stakeholders to obtain input on the City's draft hate mitigation policies and procedures (CM19006). The consultant will also engage to further understand root causes, apply best practices and offer key recommendations on how to address hate and discrimination within the broader Hamilton community.

INFORMATION

In November 2019, staff completed a procurement process to retain a public engagement consultant. The successful consultant is Sage Solutions, a Guelph-based company, with extensive experience in community consultation initiatives in Guelph and across the Greater Toronto and Hamilton areas.

Sage Solutions has proposed an engagement plan which they will use to engage with equity-seeking groups, community partners and other key stakeholders to meet project

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**SUBJECT: Hate Related Activities on City of Hamilton Properties
(LS19031/PW19068(b)/CM19006(b)) (City Wide) - Page 2 of 2**

outcomes. The proposed plan is developed by Sage Solutions based on their extensive public consultation experience. The plan is also informed by input from internal and community stakeholders through facilitated conversations. The proposed plan is attached as Appendix A to Report (LS19031/PW19068(b)/CM19006(b)) (City Wide).

The community engagement timeframe proposed by Sage Solutions runs from February to May 2020. Further consultation with key stakeholders on the preliminary engagement findings is expected to be completed by July 2020. Final recommendations report to the City of Hamilton is expected by September 2020. Staff will continue to bring reports to Council throughout the project process based on relevance and completion of key deliverables.

Overall Project Plan and Schedules

The community engagement phase is a component of the overall project plan designed for the hate mitigation initiative. Key project activities in entirety from procurement phase to project completion include:

- Procurement opened: September 25, 2019
- Procurement closed: October 16, 2019
- Bids Reviewed and a Consultant retained: October 16-25, 2019
- Successful Consultant Start Date: November 2019
- Consultant produces a community engagement plan: February 2020
- Community Engagement and Consultation: February-May 2020
- Parallel Hate-related Research, Policy & Recommendations: December 2019-May 2020
- Preliminary public engagement findings to be completed: May 2020
- Consultant obtains final stakeholders/public input on preliminary findings: May-July 2020
- Final Recommendations Report: September 2020

APPENDICES AND SCHEDULES ATTACHED

Appendix A to Report (LS19031/PW19068(b)/CM19006(b)) (City Wide): Hate Mitigation Community Engagement Plan by Sage Solutions

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City of Hamilton Hate Mitigation Project Community Engagement Plan

For submission to the Audit, Finance & Administration
Committee (AF&A)
February 2020

Context

Hamilton's vision is to be "the best place to raise a child and age successfully." It also describes itself as a "safe, caring and supportive city" and a "thriving, vibrant place...where diversity and inclusivity are embraced and celebrated."¹

Given the rise in reported hate-related incidents in Hamilton, the City of Hamilton is exploring ways the municipality can contribute to ensuring the community lives up to these positive aspirations it holds for itself. It is doing so by learning from other communities' experiences, creating a supportive policy context, building on previous community recommendations and listening further to the community through an engagement process that will unfold during the late winter and spring of 2020.

City staff and the consulting team will engage the public and key community stakeholders to gather input on the current situation, within the context of articulating a vision of the kind of community people want to co-create. This feedback, along with additional best practices research, will be used to develop recommendations for the City of Hamilton's Hate Mitigation Policies and Procedures.

This document describes how that community engagement will occur.

Principles

The engagement process is being designed within the context of Hamilton's Public Engagement Charter and with the following core principles in mind:

- People should be able to participate in decisions that impact them
- Participation should be easy, with opportunities designed to be accessible and inclusive

¹ Values as articulated in *Our Future Hamilton*

- Requests for input should be meaningful, such that the feedback will actually influence decision-making and build on previous recommendations rather than simply repeating them
- The City will adopt the stance of a listener
- Engagement will be designed to incorporate a variety of perspectives in as balanced and neutral a way as possible.
- The plan will be flexible within fixed resource constraints.

Suggested Engagement Process (March to May 2020)

Phase 1 – Initial Co-creation of Possibilities

Format	Purpose	Specifically whom?
1. Focus groups	To gather initial input and to develop/test questions.	Racialized, faith based, Indigenous and LGBTQ2S+ groups.
2. Online survey	Anonymous feedback throughout the engagement phase, with content informed by initial focus groups. Sage Solutions will administer the survey, City will promote it.	Anyone, but with targeted marketing to build awareness and reach.
3. Equip local leaders to host conversations	To increase reach and allow conversations to happen with trusted peers.	We provide questions to local groups and they send us back notes summarizing responses. Also invite their folks to complete survey. Incentives?
4. On-site interviews	To reach out to people where they are, who may not otherwise initiate engagement.	“On the street” conversations at public gathering places in urban and rural communities across Hamilton. Invitations to complete online survey will be included.
5. Key informant telephone interviews	To reach key leaders in greater depth, particularly those who have been unable to participate otherwise.	As required/advised.

6. Community events	City staff and consulting team to attend existing community events, with permission, and listen well.	TBD
7. One-on-one interviews with known activists	To hear from those known to be directly involved in extremist action	City to provide names and facilitate safe contact.
8. Collaborative white boards	To make engagement more visible, friendly, easy.	Ask a different question each week for 6 weeks – Consulting team to provide questions, City staff take photos of responses in supervised public locations such as libraries and community centres.

Phase 2 – Validation

Format	Purpose	Specifically whom?
1. “Advisory Group” check-in	Sense-making workshop to review findings thus far.	Informal advisory group as per project kick off.
2. Town Hall meetings	Present preliminary findings and recommendations for an additional round of input/refinement.	Open to the public.

Information to share during engagement opportunities

- Definitions
- Context for this project – why it’s happening and what the goals are, such as:
 - Listening
 - Shared understanding
 - Public education
 - Build trust
 - Live up to our values
 - Equip our leaders to lead well
 - Develop robust policy
- In order to increase:

- Public safety
- Welcoming public spaces
- Higher community trust
- Living up to community values, including of inclusion, diversity, safety
- Expectations/boundaries
- Educational messaging

Sample questions to ask during engagement

- What has been your **experience** with hate crimes and hateful behaviours in Hamilton?
- What **responses** to it have you experienced or witnessed?
- **If you witnessed** a hate crime such as ... what do you think you would do?
- **How extensive do you think this problem is?**
- What do you think are the **root causes** of hateful behaviours in Hamilton?
- Hamilton has described itself as a community that is safe and caring, where diversity and inclusion are embraced and celebrated. How closely are we **living up to those values?**
- What do you **wish were true** about Hamilton when it comes building an inclusive city?
- What is your **best advice** about specifically what should be done to create that desired future?
- **Whose responsibility** is it to do what you've suggested?

Next Steps

1. Confirm representation of various audiences (organizations and individuals) including:
 - Racialized communities
 - Faith-based groups
 - LGBTQ2S+
 - Indigenous people
 - School boards and postsecondary institutions
 - Yellow vests and other extremist groups
 - Anti-hate groups
 - Police services
 - Newcomers
 - General public
 - Others

2. Draft specific content and facilitation plans for each component
3. Confirm roles and responsibilities of Sage Solutions staff and City staff for each element
4. Co-create a communications/outreach plan, with related collaterals



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

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	City of Hamilton Water and Wastewater / Storm Arrears Policy Minor Amendment (FCS20018) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	John Savoia (905) 546-2424 Ext. 7298
SUBMITTED BY:	Brian McMullen Director, Financial Planning, Administration and Policy Corporate Services Department
SIGNATURE:	

RECOMMENDATION

That the amended Water and Wastewater / Storm Arrears Policy as attached in Appendix “A” to Report FCS20018, be approved effective March 1, 2020.

EXECUTIVE SUMMARY

The proposed amendment to the Water and Wastewater / Storm Arrears Policy (the “Policy”) ensures that account holders and property owners are provided notice of arrears and sufficient time to pay unpaid fees in order to avoid the arrears being placed on the tax roll. In order to maximize the recovery of arrears that remain unpaid, the Policy recognizes the authority provided by the *Municipal Act, 2001* to place unpaid fees and charges for public utilities, which includes water and wastewater / storm arrears, on the tax roll for the property to which the service was supplied.

The City, through its billing agent Alectra Utilities (“Alectra”), bills approximately \$230 M annually for water, wastewater and storm services. Most accounts are collected without the need for additional collection measures.

SUBJECT: City of Hamilton Water and Wastewater/Storm Arrears Policy Minor Amendment (FCS20018) (City Wide) – Page 2 of 5

Unlike most water utilities, the City does not utilize service disconnection to address non-payment of water and / or wastewater / storm bills. The City relies on its authority under the *Municipal Act, 2001* to place unpaid water and wastewater / storm amounts on the tax roll for the property to secure the City's water and wastewater / storm revenues.

However, transferring unpaid water and wastewater / storm amounts related to newly built properties has become a problematic proposition for both Alectra and the City. To accommodate the water and wastewater / storm billing for purchasers who have taken possession of newly built properties, Alectra, on behalf of the City, will update the water account to the purchaser's name(s) and will bill accordingly.

All newly developed properties are assessed by the Municipal Property Assessment Corporation (MPAC) which assigns an assessment roll number that the City uses for taxation purposes as the property's tax roll number. However, the assignment of a roll number may not occur until long after the transfer of title to the purchaser's name(s) has occurred. Consequently, in the absence of tax roll numbers for the new properties, unpaid water and wastewater / storm balances that remain outstanding 60 or more calendar days beyond the invoice due date may have been transferred to the original "parent" property tax roll number often in the name of the developer / builder of the newly built properties.

Related arrears notices would also be sent to the original owner so that proper notice to the current owner / account holder would not occur. Such transfers frequently remained unpaid and led to dispute by the owner(s) listed on the parent tax roll number. In most cases, the tax roll transfer (and often the transfer administrative fee and accrued interest) would be reversed back to the purchaser's Alectra water account resulting in wasted administrative efforts for both Alectra and City Taxation staff.

Hence, staff are recommending a relatively minor amendment to the City's Policy whereby, during the period where the purchaser is receiving the water bill and a tax roll number has not yet been assigned, any unpaid water and wastewater / storm balances that remain outstanding 60 or more calendar days beyond the invoice due date will be retained by Alectra. The arrears would also continue to be charged interest by Alectra.

Alectra will ensure that arrears notices, where there is an absence of an assigned tax roll number for the new property:

- 1) are sent to the purchaser (account holder);
- 2) advise the purchaser that arrears will remain on the Alectra water account;
- 3) advise the purchaser that the balance continues to accrue interest at a rate of 1.5% per month; and
- 4) advise the purchaser that balances that remain outstanding 60 or more days, plus accrued interest and an applicable administrative fee, will be immediately transferred to the property tax roll once a tax roll number has been assigned and communicated to Alectra.

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SUBJECT: City of Hamilton Water and Wastewater/Storm Arrears Policy Minor Amendment (FCS20018) (City Wide) – Page 3 of 5

Alternatives for Consideration – N/A

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Report FCS20018 has no direct financial impact. Approval of the amended Water and Wastewater / Storm Arrears Policy seeks to maximize the successful collection of water and wastewater / storm utility service arrears to the City while allowing the customer to retain active utility service.

Staffing: No impact to current staffing levels.

Legal: The City's authority under the *Municipal Act, 2001* to place unpaid water and wastewater / storm amounts on the tax roll for the property is not affected by recommendations contained Report FCS20018.

HISTORICAL BACKGROUND

The proposed amendment to the Water and Wastewater / Storm Arrears Policy ensures that account holders and property owners are provided notice of arrears and sufficient time to pay unpaid fees in order to avoid the arrears being placed on the tax roll. In order to maximize the recovery of arrears that remain unpaid, the Policy recognizes the authority provided by the *Municipal Act, 2001* to place unpaid fees and charges for public utilities, which includes water and wastewater / storm arrears, on the tax roll for the property to which the service was supplied.

The Policy was established in 2007 to clearly outline the protocols the City and its billing agent Alectra Utilities ("Alectra") follow with respect to overdue water accounts up to and including the point in time of tax roll transfer (refer to Report FCS07053). At the time, unpaid water and wastewater / storm balances that remained outstanding 90 or more calendar days beyond the invoice due date were transferred to the property tax roll. In 2017, considering Council's approval to move to monthly water billing for all customers (previously residential customers were billed bi-monthly), the Policy was amended so that arrears that remained outstanding 60 or more calendar days beyond the invoice due date would be transferred to the property tax roll (refer to Report FCS17054).

The City, through Alectra, bills approximately \$230 M annually for water, wastewater and storm services. Most accounts are collected without the need for additional collection measures.

Unlike most water utilities, the City does not utilize service disconnection to address non-payment of water and / or wastewater / storm bills. The City relies on its authority under the *Municipal Act, 2001* to place unpaid water and wastewater / storm amounts on the tax roll for the property to secure the City's water and wastewater / storm revenues.

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SUBJECT: City of Hamilton Water and Wastewater/Storm Arrears Policy Minor Amendment (FCS20018) (City Wide) – Page 4 of 5

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Any property tax billing solution would need to adhere to Provincial legislation and City of Hamilton policies, primarily but not limited to the *Municipal Act, 2001*, *Assessment Act* and *Education Act*, as well as municipal by-laws, which stipulate the means utilized in the billing and collection of property taxes.

RELEVANT CONSULTATION

Corporate Services – Taxation, Financial Services Division has been consulted in the preparation of Report FCS20018.

Alectra Utilities Corporation has been consulted and advised of implementation requirements that arise from the adoption of the recommendations of Report FCS20018 and have indicated they can support the City with these initiatives.

ANALYSIS AND RATIONALE FOR RECOMMENDATIONS

Transferring unpaid water and wastewater / storm amounts related to newly built properties has become a problematic proposition for both Alectra and the City. To accommodate the water and wastewater / storm billing for purchasers who have taken possession of newly built properties, the City will update the water account to the purchaser's name(s) and in turn, Alectra will bill accordingly.

All newly developed properties are assessed by the Municipal Property Assessment Corporation (MPAC) which assigns an assessment roll number which the City uses for taxation purposes as the property's tax roll number. However, the assignment of a roll number may not occur until long after the transfer of title to the purchaser's name(s) has occurred. Consequently, in the absence of tax roll numbers for the new properties, unpaid water and wastewater / storm balances that remain outstanding 60 or more calendar days beyond the invoice due date may have been transferred to the original "parent" property tax roll number (often in the name of the developer / builder of the newly built properties). Related arrears notices would also be sent to the original owner so that proper notice to the current owner / account holder would not occur. Such transfers frequently remained unpaid and led to dispute by the owner(s) listed on the parent tax roll number. In most cases, the tax roll transfer (and often the transfer administrative fee and accrued interest) would be reversed back to the purchaser's Alectra water account resulting in wasted administrative efforts for both Alectra and City Taxation staff.

Hence, staff are recommending a relatively minor amendment to the City's Policy whereby, during the period where the purchaser is receiving the water bill and a tax roll number has not yet been assigned, any unpaid water and wastewater / storm balances that remain outstanding 60 or more calendar days beyond the invoice due date will be retained by Alectra.

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SUBJECT: City of Hamilton Water and Wastewater/Storm Arrears Policy Minor Amendment (FCS20018) (City Wide) – Page 5 of 5

Alectra will ensure that arrears notices, where there is an absence of an assigned tax roll number for the new property:

- 1) are sent to the purchaser (account holder);
- 2) advise the purchaser that arrears will remain on the Alectra water account;
- 3) advise the purchaser that the balance continues to accrue interest at a rate of 1.5% per month; and
- 4) advise the purchaser that balances that remain outstanding 60 or more days, plus accrued interest and an applicable administrative fee, will be immediately transferred to the property tax roll once a tax roll number has been assigned and communicated to Alectra.

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.

Economic Prosperity and Growth

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

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 FCS20018 - City of Hamilton Water and Wastewater / Storm Arrears Policy

JS/dt

POLICY TITLE: City of Hamilton Water and Wastewater/Storm Arrears Policy

POSITION RESPONSIBLE FOR TASK: Senior Policy Advisor, Financial Planning, Administration and Policy Division

POLICY NO: PP-0004

LAST REVISION DATE: November 1, 2017

EFFECTIVE DATE: March 1, 2020

MANAGER REVIEWED: Tom Hewitson

TO BE REVIEWED: January 2025

MAINTENANCE RESPONSIBILITY: Financial Planning Administration and Policy Division

I GENERAL

The Water and Wastewater / Storm Arrears Policy details the account collections protocol including the timing of certain collection activities when accounts for water and / or wastewater / storm services provided by the City are unpaid and past due.

II BACKGROUND

The City has a service agreement with Alectra Utilities Corporation (Alectra) for the provision of water and wastewater / storm billing, account collection and meter reading services. The Water and Wastewater / Storm Arrears Policy is administered by Alectra pursuant to that agreement.

III POLICY

Water and Wastewater / Storm Account Collection Process

1. Invoices are issued with a due date of 24 calendar days from the invoice creation date.
2. Payments by mail will be processed as of the date the payment is received. The customer is responsible to ensure that payments are received by Alectra on or before payment deadlines.
3. Partial payment received on an account that is in arrears will be applied to penalties and interest first and then to applicable water and wastewater / storm charges. For a converged invoice (electricity service plus water and wastewater / storm services), partial payments received will be applied to electrical service payment first and then water and wastewater/storm charges.
4. A service charge shall be applied by Alectra if a payment is dishonoured by the bank for any reason.

Appendix “A” to Report FCS20018
Page 2 of 5

5. All unpaid fees and charges will be charged interest at a rate of 1.5% per month starting six (6) calendar days after the due date compounded daily from the due date. This interest rate is applicable up to the point of unpaid arrears being transferred to the property tax account as outlined in Step 4 of Table 1 below.
6. If the fees and charges for the supply of water and wastewater / storm services are not paid when they become due, the City may transfer the unpaid fees and charges to the property tax account in accordance with the provisions of the *Municipal Act, 2001*. The transferred outstanding balance will be subject to interest being applied at a rate as specified by the Late Payment Charges for the Non-Payment of Taxes Bylaw 13-136, as amended.
7. Accounts that fall into arrears follow the collection protocol below. The collection protocol applies to residential, institutional, commercial and industrial water accounts and provides:
 - a. Initial invoice is issued to account holders setting out the amount due for the fees and charges for the supply of water and wastewater / storm services;
 - b. Reminders are sent to account holders and property owners of their obligation to pay fees and charges for the supply of water and wastewater / storm services;
 - c. Opportunity is provided for payment in accordance with this Policy; and
 - d. Enforcement steps are taken in accordance with this Policy when the invoice / account remains unpaid.

Table 1

Steps	Circumstance	Response	Result
1	Account outstanding 10 calendar days beyond due date	“Past Due Reminder Notice” mailed to account holder on the 10 th day	Payment of amount due or account remains outstanding
2	Account outstanding 17 calendar days beyond due date	“Final Notice” is mailed to account holder on the 19 th day (where arrears exceed notice threshold amount)	Payment of amount due or account remains outstanding
3	Account outstanding 30 or more calendar days beyond due date	“Arrears Letter” is mailed to account holder and the property owner (if different from the account holder) following the 30 th day advising of pending action if payment not received within 15 days.	Payment of amount due or account remains outstanding
4	Account outstanding 60 or more calendar days beyond due date	Outstanding amount transferred to property tax account roll. “Water Arrears Transfer to Tax Letter” is mailed to the property owner. Applicable tax account transfer fee added to each property tax account.	City water and wastewater / storm revenue secured

Customer Notifications

Reasonable efforts are undertaken by the City and Alectra to provide the following notifications:

Past Due Reminder Notice – mailed by Alectra to account holder of accounts 10 calendar days after the due date. This notice provides a reminder to the account holder of the overdue status and requests payment within 10 calendar days.

Final Notice – mailed by Alectra to account holder 19 calendar days after the due date. This notice provides notice of account overdue status and requests immediate payment.

Arrears Letter – mailed by Alectra to account holder and property owner (if different from the account holder) 30 or more calendar days after the due date. This notification advises of the past due water and/or wastewater / storm arrears and advises of a two-week period for the payment to be made. It further notifies that the outstanding amount plus an applicable administrative fee will be added to the property tax account if the arrears are unpaid.

Alectra will ensure that arrears notices, where there is an absence of an assigned tax roll number for the new property:

- 1) are sent to the purchaser (account holder);
- 2) advise the purchaser that arrears will remain on the Alectra water account;
- 3) advise the purchaser that the balance continues to accrue interest at a rate of 1.5% per month; and
- 4) advise the purchaser that balances that remain outstanding 60 or more days, plus accrued interest and an applicable administrative fee, will be immediately transferred to the property tax roll once a tax roll number has been assigned and communicated to Alectra.

Water Arrears Transfer to Tax Letter – mailed to property owner by the City's Taxation Section advising that water and / or wastewater / storm arrears, plus any accrued interest and an applicable administrative fee has been added to the tax account.

Alectra's property owner database is updated on a monthly basis with the City's Corporate Services Department's (Taxation Section) records.

Rental Properties

Where a landlord-tenant relationship exists, the protocol outlined in Table 1 is followed. Where the tenant is named as the account holder, the Past Due Reminder Notice and the Final Notice will be received by the tenant. The Arrears Letter advising of the potential transfer of arrears to the property tax roll is sent to both the account holder and the property owner.

Appendix "A" to Report FCS20018
Page 4 of 5

Where a tax account transfer has occurred and if a person other than the property owner has been designated as the utility bill recipient, further utility bills may be sent to the property owner.

Condominium Water Arrears

Condominium properties are comprised of many individually assessed units, each with an assessed owner. In many cases, water supplied to a condominium property is measured and accounted for by a single bulk water meter that records water consumption for the entire property.

The water fees of a condominium corporation that remain outstanding 60 days after their due date may be transferred to the tax accounts of that corporation's individual condominium units on a pro-rata basis equal to the proportions, expressed in percentages, allocated to the units, in which the owners are to contribute to the common expenses as set out in the declaration of the condominium corporation. Additionally, the General Manager, Finance and Corporate Services, may exempt units, in whole or in part, from their proportionate share of water arrears where such units are directly supplied with metered water.

Newly Built Properties Water Arrears

To accommodate the water and wastewater / storm billing for purchasers who have taken possession of newly built properties, the City will update the water account to the purchaser's name(s) and will bill accordingly.

All newly developed properties are assessed by the Municipal Property Assessment Corporation (MPAC) which assigns an assessment roll number which the City uses for taxation purposes as the property's tax roll number. However, the assignment of a roll number may not occur until long after the transfer of title to the purchaser's name(s) has occurred.

During this period where the purchaser is receiving the water bill and a tax roll number has not yet been assigned, any unpaid water and wastewater / storm balances that remain outstanding 60 or more calendar days beyond the invoice due date will be retained by Alectra.

Alectra will ensure that arrears notices, where there is an absence of an assigned tax roll number for the new property:

- 1) are sent to the purchaser (account holder);
- 2) advise the purchaser that arrears will remain on the Alectra water account;
- 3) advise the purchaser that the balance continues to accrue interest at a rate of 1.5% per month; and
- 4) advise the purchaser that balances that remain outstanding 60 or more days, plus accrued interest and an applicable administrative fee, will be immediately transferred to the property tax roll once a tax roll number has been assigned and communicated to Alectra.

Tax Exempt Property Water Arrears

Accounts such as government, hospitals, education and not-for-profit properties may be exempt from taxes. Overdue amounts for water and wastewater / storm services owed by any exempt entities may be transferred to the tax account for the property, and / or disconnection of service for non-payment may occur. If disconnection of service for non-payment occurs, the account will be charged the applicable fee for turning the water service off / on.

Authority to Transfer Arrears to Tax Roll

Pursuant to section 398(2) of the *Municipal Act, 2001*, the municipality may add unpaid public utility fees and charges, which include water and / or wastewater / storm arrears, to the tax roll for the property to which the public utility was supplied.

Ontario Regulation No. 581/06 additionally identifies such fees or charges associated with the supply of water and sewage services as having 'priority lien status' as described in Section 1 of the *Municipal Act, 2001*, such that, when added to a property tax account because of payment default, these fees and charges:

- (a) may be collected in the same manner as taxes on the property;
- (b) may be recovered with costs as a debt due to the municipality from the assessed owner of the property at the time the fee was added to the tax account and from any subsequent owner of the property or any part of it;
- (c) are a special lien on the property in the same manner as taxes under subsection 349(3) *Act*; and
- (d) may be included in the cancellation price under Part XI of the *Act*, in the same manner as are taxes on the property, in the event that a Tax Arrears Certificate is registered on title of the property.

The City's Waterworks By-Law R84-026, as amended, also permits the collection of water and wastewater / storm arrears in the same manner as property taxes by transferring arrears amounts to the tax roll.



CITIZEN COMMITTEE REPORT

To:	Chair and Members: Audit, Finance and Administration Committee; General Issues Committee; and City Council
From:	LGBTQ Advisory Committee <div style="text-align: right;"> _____ Cameron Kroetsch, Chair</div>
Date:	January 21, 2020
Re:	Motion 6.2 carried at the November 15, 2019 meeting of the LGBTQ Advisory Committee

Recommendation:

That City Council select additional members to sit on the LGBTQ Advisory Committee.

Background:

The Interview Sub-Committee to the Audit, Finance & Administration Committee selected additional members to sit on the LGBTQ Advisory Committee and those selections were ratified by City Council in 2019.

As of the writing of this report, there are only 11 of a total possible 15 members of the LGBTQ Advisory Committee. The Committee requests the appointment of 4 additional members to the Committee.

As we understand it from City of Hamilton staff, there are no longer any additional candidates remaining in the “pool”. The process and a call out for members would have to be restarted.

In the prior term, City Council had approved a second call out for Committee membership toward the end of the term in an effort to fill positions on the Committee that became vacant. Using this precedent, we highly encourage another public call out and selection process to fill the 4 positions that are currently vacant.

Analysis/Rationale:

It is important that the Committee have a full complement of members at all times so that it may best represent the diverse communities to which it is accountable (Two Spirit and LGBTQIA+) and may carry out its mandate to the best of its ability.

To that end, we are asking that City Council grant our specific requests to appoint 4 additional members to our Committee and to:

- (1) focus their selection on youth, queer and trans people of colour (QTPOC), and Two-Spirit members of the community; and
- (2) involve members of the LGBTQ Advisory Committee in the selection process.

NOTE: We ask that the Committee be updated as to when this Citizen Committee Report will be before both the Audit, Finance and Administration Committee, General Issues Committee, and City Council in the event that either the Chair or Vice Chair would like to delegate in support of the Committee's recommendation.



CITIZEN COMMITTEE REPORT

To:	Chair and Members: Audit, Finance and Administration Committee; General Issues Committee; and City Council
From:	LGBTQ Advisory Committee <div style="text-align: right;"> _____ Cameron Kroetsch, Chair</div>
Date:	January 21, 2020
Re:	Motion 6.1 carried at the November 15, 2019 meeting of the LGBTQ Advisory Committee

Recommendation:

That City Council revoke the appointment of its recent “Citizen Appointee” to the Hamilton Police Services Board and redo the selection process through a new process developed using the principles of equity, diversition, and inclusion (EDI).

Background:

Please see 8.4 (b) in the minutes from the LGBTQ Adivsory Committee’s May 15, 2019 meeting for the discussion of this recommendation.

As the minutes from the May 15, 2019 meeting have not been submitted to any Committee of Council, the matter has not yet been put before you and we must, regrettably, address this matter it in a Citizen Committee Report (almost 8 months after we intended it to be before you for a decision).

Analysis/Rationale:

The LGBTQ Advisory Committee does not deem the selection process for choosing the “Citizen Appointee” to the Hamilton Police Services Board to have been conducted using principles of equity, diversity, or inclusion (EDI). As it has since been City Council’s expressed wish to conduct the business of the City of Hamilton using these principles, we ask that it:

- (1) revoke the current appointment;
- (2) develop a more equitable appointment process and redo the selection process, for the following reasons:
 - (a) that the process used for selecting said member, to a paid position, was too similar to the process used for selecting members of Advisory Committees to volunteer positions and was not equitable. Specifically, that interviews for the position were not sufficient in length (only 10 minutes) and, according to public comments from some who were interviewed, did not allow candidates to fully present their qualifications for the position;
 - (b) Councillor Ferguson officially requested that the incorrect information found within the Citizen Committee Report from the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Advisory Committee, respecting the Hamilton Police Services Board Appointee be redacted.
- (3) consider conflicts of interest that may have an impact on the selection process (i.e. whether or not candidates to the position have or have had any material, significant, or other direct relationship with the Hamilton Police Service).



Hamilton

GRANTS SUB-COMMITTEE

REPORT 20-001

11:00 a.m.

February 10, 2020

Council Chambers, Hamilton City Hall

Present: Councillors B. Johnson (Chair), N. Nann (Vice Chair)
L. Ferguson, S. Merulla, A. VanderBeek, T. Jackson

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

1. City Enrichment Fund 2020 Workplan (GRA19005) (City Wide) (Item 5.1)

That Report GRA19005, respecting the City Enrichment Fund 2020 Workplan, be received.

2. United Way Update (GRA19003) (City Wide) (Item 6.1)

That Report GRA19003, respecting the United Way Update, be received.

3. City Enrichment Fund Update (GRA20002) (City Wide) (Item 6.2)

That the overall 2019 City Enrichment Fund surplus (attached as Appendix "A" to Report 20-001, in the amount of \$82,047, be transferred to the City Enrichment Fund Reserve #112230.

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 1)

The Committee Clerk advised of the following change to the agenda:

1. MOTIONS (Item 7)

7.1 2020 Budget Enhancement Request for the Concession Street BIA

Item 7.1 was addressed at the October 9, 2019 Council meeting and will be considered through the 2020 Operating budget process; therefore, it has removed from today's agenda.

The February 10, 2020 agenda for the Grants Sub-Committee was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were no declarations of interest.

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

(i) May 6, 2019 (Item 3.1)

The Minutes of the May 6, 2019 Grants Sub-Committee meeting were approved, as presented.

(d) STAFF PRESENTATIONS (Item 5)

(i) City Enrichment Fund 2020 Workplan (GRA19005) (City Wide) (Item 5.1)

John Hertel, Director, Strategic Partnerships & Communications, addressed Committee and provided a PowerPoint presentation respecting Report GRA19005, respecting the City Enrichment Fund 2020 Workplan.

The presentation, respecting Report GRA19005, the City Enrichment Fund 2020 Workplan, was received.

A copy of the presentation is available on the City's website at www.hamilton.ca or through the Office of the City Clerk.

For further disposition of this matter, please refer to Item 1.

(e) DISCUSSION ITEMS (Item 6)

(i) United Way Update (GRA19003) (City Wide) (Item 6.1)

Councillor B. Johnson wished to be recorded as OPPOSED to Item 6.1

(f) ADJOURNMENT (Item 10)

There being no further business, the Grants Sub-Committee adjourned at 11:48 a.m.

Respectfully submitted,

Councillor B. Johnson
Chair, Grants Sub-Committee

Stephanie Paparella
Legislative Coordinator
Office of the City Clerk

2019 City Enrichment Fund SUMMARY

Category	No. of Apps	2019 Total Funds Available	2019 Total Payments	Variance
Community Services Total	95	\$ 2,164,360	\$ 2,239,169	-\$ 74,809
Agriculture Total	18	\$ 143,361	\$ 133,197	\$ 10,164
Environment Total	8	\$ 146,390	\$ 85,764	\$ 60,626
Sport and Active Lifestyles Total	50	\$ 276,265	\$ 315,400	-\$ 39,135
Arts Total	88	\$ 2,770,542	\$ 2,768,742	\$ 1,800
CCH Total	69	\$ 564,972	\$ 592,173	-\$ 27,201
Total Traditional Grant Requests	328	\$ 6,065,890	\$ 6,134,445	-\$ 68,555
CEF Administration		\$ 50,000	\$ 9,812	\$ 40,188
CEF - One time Reserve Funding		108,714		\$ 108,714
2018 Returned Grants		\$ -	-\$ 1,700	\$ 1,700
Total City Enrichment Fund	328	\$ 6,224,604	\$ 6,142,557	\$ 82,047



INFORMATION REPORT

TO:	Chair and Members Audit, Finance and Administration Committee
COMMITTEE DATE:	February 20, 2020
SUBJECT/REPORT NO:	Process for Addressing Development Charge (DC) Concerns (FCS20007) (City Wide) (Outstanding Business List Item)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Alicia Li (905) 546-2424 Ext. 1434 Lindsay Gillies (905) 546-2424 Ext. 5491
SUBMITTED BY:	Brian McMullen Director, Financial Planning, Administration and Policy Corporate Services Department
SIGNATURE:	

COUNCIL DIRECTION

At its meeting on November 7, 2019, Audit, Finance and Administration (AF&A) Committee received as Items 6.1 and 6.4, a presentation from Sergio Manchia, Principal, Urbancore Developments Inc., requesting that the Development Charges (DCs) for future phases of the proposed self-storage projects at 9 Aeropark Boulevard and 54 Dundas Street East be assessed as industrial under the former 2014 DC By-law 14-153. AF&A Committee directed staff to report back with clarity on the options and process for DC concerns such as this (and similar matters).

Specifically, AF&A Committee indicated an interest in understanding the reasons some DC concerns from developers and their representatives have appeared as general delegations and other DC concerns have proceeded through a formal hearing.

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.

INFORMATION

The presentation from Sergio Manchia, Principal of Urbancore Developments Inc., at the aforementioned AF&A Committee meeting generated a discussion about the avenues a developer can take respecting a concern with the calculated DC amount. Staff has developed two documents as guides that can aid in determining the process to be followed and the specific avenue that is appropriate for various DC concern situations and Council's options or obligations related to each. Staff has prepared two guides: 1) from a developer's perspective, attached as Appendix "A" to Report FCS20007; and 2) from Council's perspective, attached as Appendix "B" to Report FCS20007.

Addressing DC Concerns from Developer's Perspective

The decision tree in Appendix "A" to Report FCS20007 demonstrates a general guideline for a developer and their representatives to follow when there is a concern with the DC amount due.

Irrespective of the nature of the concern, a developer should first contact the DC Request team of the City's Corporate Services Department to discuss the concern and clarify any misunderstanding or missed information. In most cases, a simple conversation with staff can resolve the DC concern. If a discussion with staff with escalation to the appropriate management, as needed, is not successful in resolving the concern, then the nature of the DC concern determines the next step.

Addressing DC Concerns from Council's Perspective

Appendix "B" to Report FCS20007 illustrates the types of concerns that may be raised by developers and their representatives to Council on a scale ranging from informal to formal.

The types of DC concerns are classified into three categories:

- 1) DC Compassionate Grant Request;
- 2) DC Policy Change Request; and
- 3) DC Act, Section 20 Complaint.

These categories align with the illustrations providing direction to developers through Appendix "A" to Report FCS20007.

Subject Case – 9 Aeropark Boulevard and 54 Dundas Street East

Mr. Manchia’s concern, raised at the AF&A Committee meeting on November 7, 2019, centred around the treatment of self-storage developments in the 2014 DC By-law compared to the treatment of self-storage facilities in the 2019 DC By-law. Mr. Manchia requested that the 2014 DC By-law policy of providing self-storage developments at the reduced industrial DC rate continue to apply to his client’s projects. The 2019 DC By-law does not provide the reduced industrial DC rates for self-storage developments. Mr. Manchia is requesting a change to the 2019 DC By-law policy.

Using the Developer’s Guide to Addressing DC Concerns, attached as Appendix “A” to Report FCS20007, Mr. Manchia’s concern was not resolved through a discussion with staff because he is looking for a policy that is not located within the 2019 DC By-law. Mr. Manchia wants a policy that no longer exists and he wants a change to the 2019 DC By-law policy. Illustration 3 in Appendix “A” to Report FCS20007 provides guidance on the options that may be available to a developer in raising concerns around the DC Policy. Mr. Manchia has chosen to delegate in front of AF&A Committee. AF&A Committee chose to permit him to delegate.

Appendix “B” to Report FCS20007 provides Council a guide with options for addressing requests to DC Policy changes among other DC concerns. Mr. Manchia’s concern is associated with changing the DC Policy. Therefore, Council may:

1. request more information and ask that staff report back on the implications of such a policy change;
2. direct staff to amend the Policy in the current DC By-law which would require a legislative process to be followed; or
3. receive the delegation and take no further action.

With respect to Mr. Manchia’s delegation and related development, all building permits that had been applied for, as of the time of writing, have been issued and the DCs collected using the reduced industrial rate policy that was contained in the 2014 DC By-law. It is the future phases of the development at this site, for permits that have not yet been applied for, where Mr. Manchia is seeking a policy change.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report FCS20007 – Developer’s Guide to Addressing Development Charge (DC) Concerns

Appendix “B” to Report FCS20007 – Council’s Guide to Addressing Development Charge (DC) Concerns

AL/LG/dt

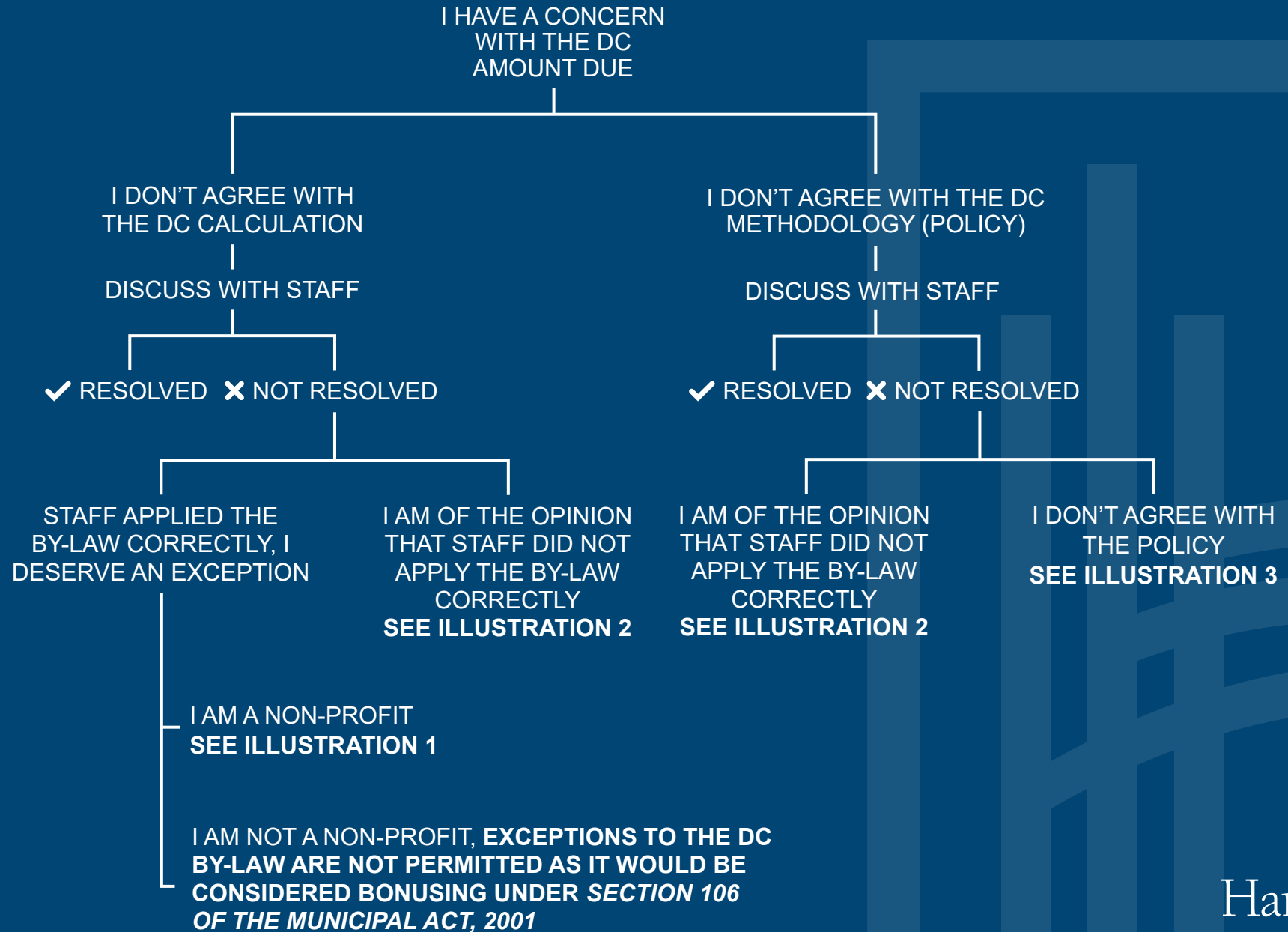


DEVELOPER'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

DCrequest@hamilton.ca
905-546-2424 Ext. 4400



DEVELOPER'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS





DEVELOPER'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

ILLUSTRATION 1: MAKING A REQUEST FOR A DC COMPASSIONATE GRANT (NON-PROFIT ORGANIZATIONS)

01

GETTING PREPARED

- I am a registered charity/non-profit organization and a compassionate grant would not violate Section 106 of the *Municipal Act, 2001*.
- My project supports the City's mission, vision and priorities, economic action plan, or otherwise directly contributes to the strategic plan for the City.



02

REQUEST PROCESS

- I will make a delegation request to present my case to the Audit, Finance and Administration Committee (AF&A), through the City's website or submit a formal written request.
- AF&A may approve or deny my request to speak.
- AF&A may receive my prepared presentation, direct staff to report back, or approve a compassionate grant.



03

CONSIDERATION PROCESS

- Compassionate grants require a funding source and are at the sole discretion of Council. If a compassionate grant is considered, the City must be satisfied that providing the grant does not result in a violation of *Section 106 of the Municipal Act, 2001*.
- **If a report back by staff was directed:**
 1. I will provide information required by staff during the report preparation.
 2. Staff will recommend in alignment with relevant previous Council decision.
 3. I will be advised the date the report is appearing at AF&A and AF&A may either approve or deny my request.



04

NEXT STEPS

- I understand that my request may be denied for any reason.
- If a compassionate grant is approved by Council, I will be reimbursed for the amount approved (or will not be required to pay the approved amount at time of building permit issuance).





DEVELOPER'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

ILLUSTRATION 2: MAKING A FORMAL COMPLAINT UNDER SECTION 20 OF THE DC ACT

DC Act Section 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. 1997, c. 27, s. 20 (1).

01

GETTING PREPARED

- I have connected with staff and have not been able to rectify the error which I believe has occurred.
- I understand that the complaint may not be made more than 90 days after the DC, or any part of it, is payable.
- I have paid the calculated DC (under protest).



02

COMPLAINT PROCESS

- I acknowledge that this is a legal process and have either consulted with, or considered consulting, a lawyer.
- I have made my complaint in accordance with Section 20 of the DC Act which includes submitting my complaint in writing to City's Council, with my name, the address where notice can be given to and the reasons for the complaint.
- I will receive a notice of the hearing at least 14 days before the hearing and I have an opportunity to make representations at the hearing.



03

HEARING PROCESS

- I will attend the hearing which will be held either at a scheduled Audit Finance & Administration Committee (AF&A) meeting or at a special meeting of AF&A.
- After the hearing, Council (AF&A) may dismiss the complaint or rectify an incorrect determination or error pertaining to the complaint.
- Notice of decision and last day for appealing the decision (40 days after the day the decision is made) will be communicated to me by mail.



04

NEXT STEPS

- I may appeal Council's decision to the Local Planning Appeal Tribunal (LPAT) by filing the appropriate forms with the City's clerk.
- I will receive a notice of the hearing from LPAT.
- LPAT may dismiss the complaint or rectify any incorrect determination or error that was the subject of the complaint.



Hamilton



DEVELOPER'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

ILLUSTRATION 3: RAISING A CONCERN ABOUT DC POLICY

DC Policy is set through the DC By-law setting process. Some policy is set by legislation and other policy is set through discretionary decisions made by Council.

The ability to change DC policy is restricted. In order to change DC policy, the change must either be changed with the enactment of a new DC By-law or changed by amending an existing DC By-law. In both cases, Council must release a background study and draft By-law, undergo a minimum 60-day public consultation period, hold a public meeting and meet other legislative requirements. Any DC policy change cannot be applied retroactively. Any DC policy that reduces a DC amount payable requires funding from another source (levy, reserves) so that the DC reserves are held in the same position as if the decision to reduce the amount payable had not been made. Council cannot choose to charge more than the DC rate as calculated in the originating DC background study through the detailed capital costs/population calculation.

The options that developers have for their DC policy concerns to be heard depend on the status of the DC By-Law (i.e., in the process of enacting or adopted).

01

THE CITY IS IN THE PROCESS OF ENACTING A NEW DC BY-LAW

- Developers may delegate at DC Stakeholders Subcommittee meetings.
- Developers may send comments to staff at the following email address: DCBackgroundstudy@hamilton.ca.
- Developers may delegate at the DC By-law public meeting.
- Council may choose whether or not to incorporate the desired policy into the DC By-law.



02

THE DC BY-LAW HAS BEEN ADOPTED

- Developers may request to delegate at AF&A.
- AF&A may choose whether or not to hear the delegation.
- AF&A may receive my delegation with no further action or direct staff to prepare a report back.
- If a By-law amendment is directed, the DC Act amendment process must be followed (background report, 60-day public consultation, public meeting, etc.) before Council can vote to change the policy.
- DC policy cannot be applied retroactively.





COUNCIL'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

DCrequest@hamilton.ca
905-546-2424 Ext. 4400



COUNCIL'S GUIDE TO ADDRESSING DEVELOPMENT CHARGE (DC) CONCERNS

← INFORMAL ————— FORMAL →

	COMPASSIONATE GRANT REQUEST (ILLUSTRATION 1 IN DEVELOPER'S GUIDE)	POLICY CHANGE REQUEST (ILLUSTRATION 3 IN DEVELOPER'S GUIDE)		SECTION 20 COMPLAINT (ILLUSTRATION 2 IN DEVELOPER'S GUIDE)
WHEN IN THE DEVELOPMENT PROCESS?	Before or after issuance of a building permit	DC By-law is being updated	DC By-law has been adopted	Within 90 days of a DC, or any part of it being paid or payable
HOW?	Delegation to Council (AF&A)	Attend input meetings; Delegation to DC Stakeholders Subcommittee meetings	Delegation to Council (AF&A)	Formal complaint letter on the grounds permitted within the DC Act (2)
LIMITATIONS?	A compassionate grant can only be considered where approval would not result in a violation of <i>Section 106 of the Municipal Act, 2001</i> (Bonusing provision)	Council can add discretionary exemption policy but cannot reduce statutory exemptions. Council is not obligated to provide any discretionary exemptions and a funding source must be identified, if approved	Council can add discretionary exemption policy but cannot reduce statutory exemptions. Council is not obligated to provide any discretionary exemptions and a funding source must be identified, if approved	Complaint must be in accordance with the grounds permitted by the DC Act
COUNCIL OPTIONS?	May elect to hear the delegation or not; may refer the matter to staff for a report back; may pass a motion (with a funding source) to approve a grant; may receive the request and take no further action	May elect to hear the delegation or not; may direct staff to incorporate policy into DC By-law (1), may receive the request and take no further action	May elect to hear the delegation or not; may refer to staff for a report back; may direct an amendment to the DC By-law; may receive the request and take no further action	Must hear the complaint (delegated to AF&A)
WHAT RESOLUTION LOOKS LIKE?	A decision regarding whether or not a grant will be provided; compassionate grant must include identified funding source(s)	A decision by Council to either include in the DC By-law or take no action	A decision to either amend the DC By-law (1) or take no action. A DC By-law amendment must follow a legislative process	Dismiss the complaint or correct any incorrect determination; complainant may appeal a decision or non-decision to LPAT

Notes: (1) As per Section 19 of the DC Act, Council has the authority to amend the City's DC By-law subject to application of Section 10-18.
(2) Refer to Section 20 (3) of the DC Act for more detail.



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
(PW20006(a)) (City Wide) – Page 2 of 6**

- (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.

**SUBJECT: Policy 11 Single Source Provider for TYMCO Sweeper DST-4
(PW20006(a)) (City Wide) – Page 3 of 6**

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

**SUBJECT: Policy 11 Single Source Provider for TYMCO Sweeper DST-4
(PW20006(a)) (City Wide) – Page 4 of 6**

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

**SUBJECT: Policy 11 Single Source Provider for TYMCO Sweeper DST-4
(PW20006(a)) (City Wide) – Page 5 of 6**

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

**SUBJECT: Policy 11 Single Source Provider for TYMCO Sweeper DST-4
(PW20006(a)) (City Wide) – Page 6 of 6**

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)

Page 1 of 3

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)

Page 2 of 3

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 $0.015 (\pm 0.005) \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
4. Total concentration of PM_{10} air contamination of $11.0 (\pm 2.3) \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$;
5. Maximum concentration of $PM_{2.5}$ air contamination of $0.011 (\pm 0.003) \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$; and
6. Total concentration of $PM_{2.5}$ air contamination of $7.5 (\pm 2.2) \text{ mg}\cdot\text{m}^{-3}\cdot\text{kg}^{-1}$.

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

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 to 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) $mg \cdot m^{-3} \cdot kg^{-1}$.

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-Wite[®], 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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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 *R Vanderlinden*
Name: Roger Vanderlinden
Title: President
Date July 10 / 2017

c/s

"I have the authority to bind the Corporation"

CITY OF HAMILTON

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

Signed *D McKinnon*
Name: Dan McKinnon
Title: General Manager, Public Works

Date Aug 18 / 2017

Approved as to content:
Tina Lasse
Public Works,
Energy, Fleet & Facilities

Approved as to content:
Tina Lasse
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:
Amanda Dam
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
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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.

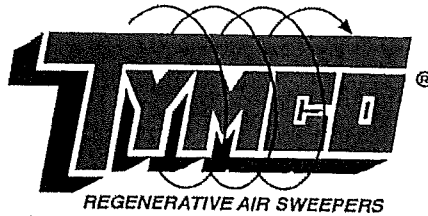
Note: Winter hours apply to Monday to Fridays and Summer hours apply to Monday to Thursdays

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**)