



City of Hamilton
GENERAL ISSUES COMMITTEE
AGENDA

Meeting #: 23-022
Date: July 10, 2023
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 June 14, 2023

4.2 June 27, 2023 - Special

4.3 June 28, 2023 - Special

5. COMMUNICATIONS

6. DELEGATION REQUESTS

6.1 Paul Vermaat, White Star Group, respecting matters relating to lands in the West Harbour Stadium Precinct (In Person) (For a future meeting)

Deferred from the May 31, 2023 General Issues Committee Meeting.

- 6.2 Doug Mattina, Director, Dr. Bob Kemp Hospice, respecting Item 10.1, 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) (In Person) (For today's meeting)
- 6.3 David Farrar, President and Vice-Chancellor of McMaster University along with Ty Shattuck, CEO McMaster Innovation Park, would like to present an update to GIC on both institutions (In-Person) (For the November 1, 2023 GIC Meeting)
- 6.4 Stefan Sobolewski, Taras Bulba Ukraine Support 2022, to request financial support towards our upcoming Ukraine humanitarian aid missions (In-Person) (For a future meeting)
- 6.5 Jo-Ann Mattina, Biindigen Well-Being Centre, respecting an update on the Biindigen Well-Being Centre development and next steps (In-Person) (For a future meeting)

7. DELEGATIONS

8. STAFF PRESENTATIONS

- 8.1 2022 Economic Development Action Plan Update (PED23095) (City Wide)
Deferred from the June 14, 2023 General Issues Committee Meeting.

9. CONSENT ITEMS

- 9.1 Light Rail Transit Sub-Committee Report 23-002 - June 2, 2023
- 9.2 Equity in the Emergency Plan (HSC23024) (City Wide)
- 9.3 Accessibility Updates to the Temporary Outdoor Patio Program (PED23108) (City Wide)
- 9.4 Airport Sub-Committee Report 23-002 - June 26, 2023
- 9.5 Business Improvement Area (BIA) Sub-Committee Report 23-005 - May 9, 2023

10. DISCUSSION ITEMS

- 10.1 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13)
- 10.2 Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b)) (City Wide)
- 10.3 Disposition of Unopened Road Allowance (PED23132) (Ward 10)
Please refer to Item 14.2 for Private and Confidential Appendix "B" to this report.
- 10.4 Business Improvement Area (BIA) Sub-Committee Report 23-006 - June 13, 2023

- 10.5 Advisory Committee for Persons with Disabilities (ACPD) Report 23-006 - June 13, 2023
- 10.6 Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item)
- 10.7 Downtown Entertainment District Annual Status Update (PED23175) (Ward 2) (Outstanding Business Item)

11. MOTIONS

12. NOTICES OF MOTION

13. GENERAL INFORMATION / OTHER BUSINESS

13.1 Amendments to the Outstanding Business List:

a. Items Considered Complete and Needing to be Removed:

Correspondence from Janice M. Shearer, Director, Chair of the Board of Directors, Dr. Bob Kemp Hospice Foundation Inc., respecting to officially move into an exploratory phase by Dr. Bob Kemp Hospice, and with city staff, to examine the viability of the acquisition of land at 41 South St. W
OBL Item: 2023-A

Added: January 18, 2023 at GIC (Item 5.2)

Completed: July 10, 2023 at GIC (Item 10.1)

Temporary Outdoor Patio Program's Compliance with the Accessibility for Ontarians with Disabilities Act

OBL Item: 2023-S

Added: March 22, 2023 at GIC (Item 11.3)

Completed: July 10, 2023 at GIC (Item 9.3)

Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor

OBL Item: W

Added: March 22, 2023 at GIC (Item 11.3) April 6, 2022 at GIC (Item 9)

Completed: July 10, 2023 at GIC (Item 10.6)

- b. Items to be Referred to the Emergency and Community Services Committee:

Correspondence respecting the situation at 1083 Main Street East
OBL Item: 2023-L

Reason: This item will be captured as part of the Renovictions Report going to Emergency and Community Services Committee on August 17, 2023.

14. PRIVATE AND CONFIDENTIAL

14.1 June 14, 2023 - Closed Session Minutes

Pursuant to Section 9.3, Sub-sections (b), (c), (e), and (f) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-sections (b), (c), (e), and (f) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees; a proposed or pending acquisition or disposition of land by the municipality or local board; 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.

14.2 Confidential Appendix "B" to Item 10.3 - Disposition of Unopened Road Allowance (PED23132) (Ward 10)

Pursuant to Section 9.3, Sub-section (c) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-section (c) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to a proposed or pending acquisition or disposition of land by the municipality or local board.

14.3 Third Party Advertising on City Property (CM23017) (City Wide) - REVISED

Pursuant to Section 9.3, Sub-sections (e) and (f) of the City's Procedural By-law 21-021, 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.

14.4 Disposition of Land in the City of Hamilton (Ward 10)

Pursuant to Section 9.3, Sub-section (c) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-section (c) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to a proposed or pending acquisition or disposition of land by the municipality or local board.

14.5 General Litigation Update (LS23027) (City Wide)

Pursuant to Section 9.3, Sub-sections (b), (e), and (f) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-sections (b), (e), and (f) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees; 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.

15. ADJOURNMENT



GENERAL ISSUES COMMITTEE MINUTES 23-019

9:30 a.m.

June 14, 2023

Council Chambers, City Hall, 2nd Floor
71 Main Street West, Hamilton, Ontario

Present: Mayor A. Horwath
Deputy Mayor C. Kroetsch (Chair)
Councillors J. Beattie, C. Cassar, B. Clark, J.P. Danko, M. Francis,
T. Hwang, T. Jackson, T. McMeekin, N. Nann, E. Pauls, M. Spadafora,
M. Tadeson, and A. Wilson

Absent: Councillor M. Wilson – City Business

THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:

1. Accessibility Award Program (CM23012) (City Wide) (Outstanding Business List Item) (Item 8.1)

(Tadeson/A. Wilson)

- (a) That the City of Hamilton establish an Accessibility Award Program to recognize individuals, businesses, community organizations and groups that have made a significant contribution towards improving access for persons with disabilities in Hamilton;
- (b) That the 2023 Advisory Committee for Persons with Disabilities budget be increased by an amount up to but not exceeding \$9,000 from the Volunteer Committee Reserve #112212 be approved for estimated costs to support the administration, marketing and promotion of the new Accessibility Award Program; and,
- (c) That the 2024 Advisory Committee for Persons with Disabilities budget be increased by \$9,000 to support the administration, marketing and promotion of the new Accessibility Award Program.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch

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Yes	-	Ward 3	Councillor Nrinder Nann
Yes	-	Ward 4	Councillor Tammy Hwang
Yes	-	Ward 5	Councillor Matt Francis
Absent	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Yes	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

**2. Hamilton Immigration Partnership Council - Annual Update (PED23096)
(City Wide) (Item 8.3)**

(A. Wilson/Hwang)

That Report PED23096, respecting the Hamilton Immigration Partnership Council - Annual Update, be received.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Absent	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

3. Strategic Asset Management Policy and Corporate Asset Management Program Update (PW23044) (City Wide) (Item 8.4)

(A. Wilson/Danko)

(a) That Appendix "A" attached to Report PW23044 respecting the Strategic Asset Management Policy be approved; and,

- (b) That Appendix “B” attached to Report PW23044 respecting an Update on the Corporate Asset Management Program be received.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Absent	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

4. Development Charges Exemptions Sustainable Funding Strategy (FCS23064) (City Wide) (Item 8.5)

(A. Wilson/Spadafora)

- (a) That a \$40.59 M (3.69%) Property Tax Levy increase be referred to the 2024 Tax Capital budget process and reviewed annually thereafter for the following pressures:
- (i) A \$3.75 M (0.34%) increase to the Tax Supported Capital Budget to replace development charges revenues lost for CityHousing Hamilton projects (\$1.28 M) and Growth Studies (\$2.47 M) due to changes to the *Development Charges Act, 1997* through the *More Homes Built Faster Act, 2022* (Bill 23);
 - (ii) A \$17.08 M (1.55%) increase to fund statutory exemptions required due to changes to the *Development Charges Act, 1997* through the *More Homes Built Faster Act, 2022* (Bill 23);
 - (iii) A \$10.19 M (0.93%) increase to fund statutory exemptions required under the *Development Charges Act, 1997* prior to the enactment of the *More Homes Built Faster Act, 2022* (Bill 23);

- (iv) A \$9.57 M (0.87%) increase to fund the City's discretionary Development Charge exemptions;
- (b) That a \$27.28 M (9.75%) Water and Wastewater/Stormwater rate increase be referred to the 2024 Rate Budget process and reviewed annually thereafter for the following pressures:
 - (i) A \$14.08 M (5.03%) increase to fund statutory exemptions required due to changes to the *Development Charges Act, 1997* through the *More Homes Built Faster Act, 2022* (Bill 23);
 - (ii) A \$10.30 M (3.68%) increase to fund statutory exemptions required under the *Development Charges Act, 1997* prior to the enactment of the *More Homes Built Faster Act, 2022* (Bill 23);
 - (iii) A \$2.90 M (1.04%) increase to fund the City's discretionary Development Charge exemptions; and,
- (c) That the Development Charges (DC) Exemptions Reserve Policy, attached as Appendix "D" to Report FCS23064, be approved and a reserve established.

Result: MOTION, CARRIED by a vote of 12 to 1, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
No	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

5. Revised Board of Management for the Ancaster Village Business Improvement Area (BIA) (PED23134) (Ward 12) (Item 9.1)

(Cassar/Nann)

That the following individuals be appointed to the Ancaster Village Business Improvement Area (BIA) Board of Management:

- (i) Chris Markou – Ancaster Legacy;
- (ii) Jennifer Mattern – Community Representative

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Absent	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

6. Revised Board of Management for the Concession Business Improvement Area (BIA) (PED23137) (Ward 7) (Item 9.2)

(Pauls/Spadafora)

(a) That the following individual be removed from the Concession Street Business Improvement Area Board of Management:

- (i) Darryl Howe – Stage Diner;
- (ii) Sean Keast – Dirty South;

(b) That the following individual be appointed to the Concession Street Business Improvement Area Board of Management:

- (i) Joanne Emberson – Crumbuns Bakery

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Absent	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Absent	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

**7. Commonwealth Games 2030 Update (PED19108(k)) (City Wide)
(Outstanding Business List Item) (Item 9.3)**

(Pauls/Kroetsch)

That Report PED19108(k), respecting the Commonwealth Games 2030 Update, be received.

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Absent	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

8. Downtown Hamilton Office Report (PED23081) (Ward 2) (Item 10.1)**(Hwang/Tadeson)**

- (a) That the action based strategies identified in Appendix “A” to Report PED23081 be used to guide the City’s efforts to support the recovery of the office market in Downtown Hamilton;
- (b) That as immediate actions to support the Downtown Hamilton office market, the following be approved:
 - (i) That the Manager of the Commercial Districts and Small Business Section within the Economic Development Division act as the central “liaison” between departments, divisions and the downtown business community to coordinate City efforts to support the Downtown office market;
 - (ii) That staff within the Commercial Districts and Small Business Section of the Economic Development Division be directed to work with local Business Improvement Areas and with the appropriate City departments and divisions to identify opportunities to introduce enhanced service levels within the Downtown Core for critical street level issues such as waste collection, street sweeping, graffiti removal and boulevard maintenance, and that the General Manager of Public Works be authorized to introduce temporary increased service levels where warranted, to be funded from the Economic Development Initiatives Capital Project (3621708900);
 - (iii) That staff report back on potential funding enhancements to the City’s existing Start-up and Office Tenant Attraction Program for the Downtown Hamilton Community Improvement Area;
 - (iv) That staff report back on enhancements to the City’s existing Commercial District Revitalization Grant Program with respect to offsetting costs associated with vandalism and graffiti on commercial properties;
 - (v) That staff report back with a recommended approach to creating a new incentive program, or modifying an existing incentive program, to support the conversion of vacant office spaces to residential uses within the Downtown Hamilton Community Improvement Area;
 - (vi) That staff increase marketing and promotion of the City’s office sector, and City programs to support the office sector;
 - (vii) That the existing temporary Senior Project Manager position within the Placemaking, Public Art and Projects Section of the Tourism and

Culture Division be converted to a permanent FTE, to lead programming and animation initiatives that draw workers, residents and visitors into the Downtown Core, and that the costs be incorporated into the base Tourism and Culture Operating Budget for 2024;

- (viii) That the General Manager of Planning and Economic Development be authorized to approve funding to an upset limit of \$400,000 from the Economic Development Initiatives Capital Project (3621708900) for the development and implementation of placemaking and animation projects and programs in the Downtown Core;
- (ix) That staff in the Transportation Planning and Parking Division be directed to continue efforts to pursue integrated public parking supply opportunities within future private developments in the Downtown Core, as set out in the City's Parking Master Plan;
- (x) That staff in the Transportation Planning and Parking Division be directed to expand the parking flex-pass pilot project to all City-owned parking lots, as a reduced cost option for hybrid workers, and to make more efficient use of the City's parking lots;
- (xi) That staff in Transportation Planning and Parking Division actively link the Smart Commute Hamilton program to downtown businesses during major construction projects.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

9. 2022 Annual Report for Economic Development Division Financial Incentive and Assistance Programs (PED23094) (City Wide) (Item 10.2)

(A. Wilson/Hwang)

That Report PED23094, respecting the 2022 Annual Report for Economic Development Division Financial Incentive and Assistance Programs, be received.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

10. Secondary Ward Councillor Offices (PW23041 / FCS23076 / PED23138) (City Wide) (Outstanding Business List Item) (Item 10.3)

(Spadafora/Beattie)

(a) That the Guideline: Secondary Ward Offices for Councillors attached as Appendix "A" to Report PW23041 / FCS23076 / PED23138 be adopted; and,

(b) ***That the Guideline: Secondary Ward Offices for Councillors attached as to Report PW23041 / FCS23076 / PED23138, be referred to Human Resources staff to include in their review of the Office Budgets including consideration of funding the associated costs for Secondary Ward Offices from the recommended individual Ward Office Budgets instead of the Legislative General Operating Budget.***

Result: Main Motion, As Amended, CARRIED by a vote of 12 to 1, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch

Yes	-	Ward 3	Councillor Nrinder Nann
Yes	-	Ward 4	Councillor Tammy Hwang
No	-	Ward 5	Councillor Matt Francis
Yes	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Absent	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

11. Proposed Transfer of Prosecution Duties for Parts 3 and 9 Provincial Offences from the Ministry of the Attorney General to the City (LS23003(a)) (City Wide) (Item 10.4)

(Jackson/A. Wilson)

- (a) That Report LS23003(a), the proposed transfer of prosecution duties for Parts 3 and 9 Provincial Offences from the Ministry of the Attorney General to the City be received; and
- (b) That the Mayor and Clerk be authorized to execute the Interim Transfer Agreement in a form approved by the City Solicitor and substantially in accordance with the Interim Transfer Agreement attached as Appendix "A" to Report LS23003(a).

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Absent	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

12. Waterfront Lands - Financial Impacts (FCS23065 / PED23152) (Wards 1 to 5) (Outstanding Business List Item) (Items 9.4 and 14.2)

(McMeekin/Tadeson)

- (a) That Report FCS23065 / PED23152, respecting Waterfront Lands - Financial Impacts, be received; and,
- (b) That Confidential Appendix "A" to Report FCS23065 / PED23152, respecting Waterfront Lands - Financial Impacts, be received and remain confidential.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Absent	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

13. Waterdown Gardens Litigation Update (LS21028(a)) (City Wide) (Item 14.3)

(A. Wilson/Cassar)

That Report LS21028(a), respecting Waterdown Gardens Litigation Update, be received and remain confidential.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls

Yes	-	Ward 8	Councillor J. P. Danko
Absent	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Absent	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 2)

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

5. COMMUNICATIONS

- 5.2 Correspondence from PJ Mercanti, President and CEO; and Louis Frapporti, Chair, Hamilton100, respecting the 2030 Commonwealth Games Initiative

Recommendation: Be received and referred to consideration of Item 9.3.

6. DELEGATION REQUESTS

- 6.1 Delegation Requests respecting Item 9.3 - Commonwealth Games 2030 Update (PED19108(k)) (City Wide), for today's meeting, from the following individuals:

(a) Louis Frapporti (Pre-Recorded Video) (Item 6.1(a)) - WITHDRAWN

- 6.2 Susie Braithwaite, International Village BIA and Emily Walsh, Downtown Hamilton BIA, respecting Item 10.1 - Downtown Hamilton Office Report (PED23081) (In Person) (For today's meeting)

- 6.3 Kojo Dampsey, McMaster University, respecting the Registry for Houseless folks (In Person) (For a future meeting)

9. CONSENT ITEMS

- 9.4 Waterfront Lands – Financial Impacts (FCS23065 / PED23152) (City Wide) (Outstanding Business List Item) - REVISED

(Pauls/Spadafora)

That the agenda for the June 14, 2023 General Issues Committee meeting, be approved, as amended.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(b) DECLARATIONS OF INTEREST (Item 3)

Councillor T. Hwang declared a non-disqualifying interest to Item 10.1, Report PED23081, Downtown Hamilton Office Report as she is a small business owner in the Downtown BIA area.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETINGS (Item 4)

(i) May 31, 2023 (Item 4.1)

(Tadeson/Spadafora)

That the Minutes of the May 31, 2023 meeting of the General Issues Committee be approved, as presented.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang

Yes	-	Ward 5	Councillor Matt Francis
Absent	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Yes	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

(d) COMMUNICATIONS (Item 5)

(i) (A. Wilson/Spadafora)

That the following Communications Items be approved, as follows:

- (1) Correspondence from Lisa Burnside, Chief Administrative Officer, Hamilton Conservation Authority, respecting the Hamilton Conservation Authority - 2022 Audited Financial Statements (Item 5.1)

Recommendation: Be received.

- (2) Correspondence from PJ Mercanti, President and CEO; and Louis Frapporti, Chair, Hamilton100, respecting the 2030 Commonwealth Games Initiative (Added Item 5.2)

Recommendation: Be received and referred to consideration of Item 9.3.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson

Yes - Ward 14 Councillor Mike Spadafora
Yes - Ward 15 Councillor Ted McMeekin

(e) DELEGATION REQUESTS (Item 6)

(i) (Pauls/Cassar)

That the Delegation Requests be approved, as follows:

- (1) Delegation Requests respecting Item 9.3 - Commonwealth Games 2030 Update (PED19108(k)) (City Wide), for today's meeting, from the following individuals:
 - (b) PJ Mercanti and Greg Maychak, Hamilton 100 (In Person) (Item 6.1(b))
- (2) Susie Braithwaite, International Village BIA and Emily Walsh, Downtown Hamilton BIA, respecting Item 10.1 - Downtown Hamilton Office Report (PED23081) (In Person) (For today's meeting) (Added Item 6.2)
- (3) Kojo Dampsey, McMaster University, respecting the Registry for Houseless folks (In Person) (For a future meeting) (Added Item 6.3)

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes - Mayor Andrea Horwath
Absent - Ward 1 Councillor Maureen Wilson
Yes - Ward 2 Councillor Cameron Kroetsch
Absent - Ward 3 Councillor Nrinder Nann
Yes - Ward 4 Councillor Tammy Hwang
Yes - Ward 5 Councillor Matt Francis
Absent - Ward 6 Councillor Tom Jackson
Yes - Ward 7 Councillor Esther Pauls
Yes - Ward 8 Councillor J. P. Danko
Yes - Ward 9 Councillor Brad Clark
Yes - Ward 10 Councillor Jeff Beattie
Yes - Ward 11 Councillor Mark Tadeson
Yes - Ward 12 Councillor Craig Cassar
Yes - Ward 13 Councillor Alex Wilson
Yes - Ward 14 Councillor Mike Spadafora
Yes - Ward 15 Councillor Ted McMeekin

(f) DELEGATIONS (Item 7)

- (i) David Braden, respecting recommendations for the City to take a number of specific actions to respond to causes of climate change as far as buildings are concerned (In Person) (Approved May 31, 2023) (Item 7.1)**

David Braden, addressed the Committee respecting recommendations for the City to take a number of specific actions to respond to causes of climate change as far as buildings are concerned.

(Clark/Hwang)

That the delegate be provided with an additional 5 minutes to complete their delegation.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(McMeekin/Horwath)

That the Delegation from David Braden, respecting recommendations for the City to take a number of specific actions to respond to causes of climate change as far as buildings are concerned, be received.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang

Yes	-	Ward 5	Councillor Matt Francis
Yes	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Yes	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

(ii) Rob MacIsaac, Hamilton Health Sciences, respecting a request for Hamilton Health Sciences and St Joseph's Healthcare Hamilton to present an update regarding Hamilton hospital redevelopment (In Person) (Approved May 31, 2023) (Item 7.2)

Rob MacIsaac, Hamilton Health Sciences and John Aldis, St. Joseph's Healthcare Hamilton addressed the Committee respecting an update regarding Hamilton hospital redevelopment.

(i) (Pauls/Danko)

That the delegate be provided with an additional 5 minutes to complete their delegation.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(ii) (Spadafora/Nann)

That the Delegation from Rob MacIsaac, Hamilton Health Sciences and John Aldis, St. Joseph's Healthcare Hamilton respecting an update regarding Hamilton hospital redevelopment, be received.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(iii) (Horwath/Beattie)

Feasibility of Municipal Local Share Contribution to Hamilton Health Sciences and St. Joseph's Healthcare Hamilton

WHEREAS, Hamilton Health Sciences and St. Joseph's Healthcare Hamilton have prepared multi-year Hospital re-development plans;

WHEREAS, the Ontario Ministry of Health, Hospital Capital Planning and Policy Manual provides a framework for managing capital assets in the hospital sector and for setting out related policies and processes and is intended for hospital senior leaders as well as those involved in the planning, design and construction of health care facilities;

WHEREAS, the stated objectives of the Hospital Capital Planning and Policy Manual are to:

- Communicate the ministry's capital planning and approval processes, policies and guidelines to stakeholders;
- Ensure compliance with ministry and government policies to maintain legislative and fiscal accountability;

- Provide direction on how to effectively navigate the capital submission and review process; and,
- Facilitate the development of capital submissions that foster the delivery of high-quality care through patient-centred design; and,

WHEREAS, the Hospital Capital Planning and Policy Manual references The Local Share Plan (LSP) as an important document that identifies the timing and sources of funds for the hospital's share of the Total Project Costs (TPC), which demonstrates to the ministry that the hospital has a sound financial plan to manage its local share obligations. Topics to be addressed in an LSP can include:

- Financial support available from the hospital or its foundation for the capital project;
- Fundraising campaign(s) planned by the foundation;
- Various revenue sources including parking and retail (e.g., food service vendors);
- Federal, municipal contributions;
- Hospital's capital budget; and
- Sources of bridge financing.

THEREFORE, BE IT RESOLVED:

- (a) That City staff be directed to engage in a working group with Hamilton Health Sciences and St Joseph's Healthcare Hamilton to explore their multi-year development needs and plans, and local share funding options and report back to the General Issues Committee, on the following:
- (1) the municipal portion of the local share contribution request received from Hamilton Health Sciences and St. Joseph's Healthcare Hamilton; and,
 - (2) the financial framework and guiding principles to allow Committee and Council to explore the municipal local share and investment options for a municipal local share contribution.

Result: MOTION, CARRIED by a vote of 12 to 3 as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang

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No	-	Ward 5	Councillor Matt Francis
No	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
No	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

(iii) Greg Maychak, Hamilton 100, respecting Item 9.3, Commonwealth Games 2030 Update (PED19108(k)) (Added Item 7.3)

Greg Maychak, Hamilton 100, addressed the Committee respecting Item 9.3, Commonwealth Games 2030 Update (PED19108(k)).

(Spadafora/Pauls)

That the Delegation from Greg Maychak, Hamilton 100, respecting Item 9.3, Commonwealth Games 2030 Update (PED19108(k)), be received.

Result: MOTION, CARRIED by a vote of 14 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Absent	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(iv) Susie Braithwaite, International Village BIA and Emily Walsh, Downtown Hamilton BIA, respecting Item 10.1 - Downtown Hamilton Office Report (PED23081) (In Person) (For today's meeting) (Item 7.2)

Susie Braithwaite, International Village BIA and Emily Walsh, Downtown Hamilton BIA addressed the Committee respecting Item 10.1 - Downtown Hamilton Office Report (PED23081).

(Spadafora/A. Wilson)

That the Delegation from Susie Braithwaite, International Village BIA and Emily Walsh, Downtown Hamilton BIA, respecting Item 10.1 - Downtown Hamilton Office Report (PED23081), be received.

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Absent	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Absent	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(A. Wilson/Spadafora)

That the General Issues Committee recess for 30 minutes until 12:45 pm.

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Absent	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Absent	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko

Yes	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

(g) STAFF PRESENTATIONS (Item 8)

(i) Accessibility Award Program (CM23012) (City Wide) (Outstanding Business List Item) (Item 8.1)

Jocelyn Strutt, Senior Project Manager, Community Engagement introduced members from the Advisory Committee for People with Disabilities (ACPD) Paula Kilburn and James Kemp, who addressed the Committee with a presentation respecting Report CM23012, Accessibility Award Program.

(Tadeson/A. Wilson)

That the presentation respecting Report CM23012, Accessibility Award Program, be received.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

For disposition of this matter, refer to Item 1.

(ii) 2022 Economic Development Action Plan Update (PED23095) (City Wide) (Item 8.2)

(A. Wilson/Spadafora)

That Report PED23095, 2022 Economic Development Action Plan Update, be DEFERRED to the July 10, 2023 General Issues Committee Meeting.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(iii) Hamilton Immigration Partnership Council - Annual Update (PED23096) (City Wide) (Item 8.3)

Sarah Wayland, Senior Project Manager, Hamilton Immigration Partnership Council (HIPC) introduced Hamilton Immigration Partnership Council Chair Claudio Ruiz-Pilarte who addressed the Committee with a presentation respecting Report PED23096, Hamilton Immigration Partnership Council - Annual Update.

(Hwang/Pauls)

That the presentation respecting Report PED23096, Hamilton Immigration Partnership Council - Annual Update, be received.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann

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Yes	-	Ward 4	Councillor Tammy Hwang
Absent	-	Ward 5	Councillor Matt Francis
Absent	-	Ward 6	Councillor Tom Jackson
Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Absent	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

For disposition of this matter, refer to Item 2.

(iv) Strategic Asset Management Policy and Corporate Asset Management Program Update (PW23044) (City Wide) (Item 8.4)

Patricia Leishman, Director, Corporate Asset Management, addressed the Committee with a presentation respecting Report PW23044, Strategic Asset Management Policy and Corporate Asset Management Program Update.

(A. Wilson/Cassar)

That the staff presentation respecting Report PW23044, Strategic Asset Management Policy and Corporate Asset Management Program Update, be received.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Absent	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

For disposition of this matter, refer to Item 3.

(v) Development Charges Exemptions Sustainable Funding Strategy (FCS23064) (City Wide) (Item 8.5)

Mike Zegarac, General Manager of Finance and Corporate Services introduced Lindsay Gillies, Supervisor, Development Charges Programs & Policies, who addressed the Committee with a presentation respecting Report FCS23064, Development Charges Exemptions Sustainable Funding Strategy.

(Cassar/Hwang)

That the staff presentation respecting Report FCS23064, Development Charges Exemptions Sustainable Funding Strategy, be received.

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Absent	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

For disposition of this matter, refer to Item 4.

(h) CONSENT ITEMS (Item 9)

(i) Waterfront Lands - Financial Impacts (FCS23065 / PED23152) (Wards 1 to 5) (Outstanding Business List Item) (Item 9.4)

(Cassar/Spadafora)

(a) That Report FCS23065 / PED23152, respecting Waterfront Lands - Financial Impacts, be received; and,

- (b) That Confidential Appendix "A" to Report FCS23065 / PED23152, respecting Waterfront Lands - Financial Impacts, be received and remain confidential.

(A. Wilson/Spadafora)

That consideration of Report FCS23065 / PED23152, respecting Waterfront Lands - Financial Impacts be DEFERRED until after Closed Session to allow Committee to discuss Confidential Appendix "A" to the Report.

Result: MOTION, CARRIED by a vote of 12 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Absent	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(i) DISCUSSION ITEMS (Item 10)

- (i) Secondary Ward Councillor Offices (PW23041 / FCS23076 / PED23138) (City Wide) (Outstanding Business List Item) (Item 10.3)**

(Spadafora/Beattie)

- (a) That the Guideline: Secondary Ward Offices for Councillors attached as Appendix "A" to Report PW23041 / FCS23076 / PED23138 be adopted; and

(Danko/Jackson)

That Report PW23041 / FCS23076 / PED23138, respecting Secondary Ward Councillor Offices **be amended** by adding the following as sub-section (b):

- (b) That the Guideline: Secondary Ward Offices for Councillors attached as to Report PW23041 / FCS23076 / PED23138, be**

referred to Human Resources staff to include in their review of the Office Budgets including consideration of funding the associated costs for Secondary Ward Offices from the recommended individual Ward Office Budgets instead of the Legislative General Operating Budget.

Result: Amendment, CARRIED by a vote of 11 to 2, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
No	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
No	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

For disposition of this matter, refer to Item 10.

(j) GENERAL INFORMATION / OTHER BUSINESS (Item 13)

(i) Amendments to the Outstanding Business List (Item 13.1):

(A. Wilson/Spadafora)

That the amendments to the Outstanding Business List, be approved, as follows:

(a) Items Considered Complete and Needing to be Removed (Item 13.1(a)):

Commonwealth Games 2030 Update
OBL Items: X & 2023-Q
Added: May 18, 2022 at GIC & March 22, 2023 at GIC
Completed: June 14, 2023 at GIC (Item 9.3)

Financial Impacts of Waterfront Lands
OBL Item: 2023-K
Added: February 15, 2023 at GIC (Item 11.3)
Completed: June 14, 2023 at GIC (Item 9.4)

Corporate Strategic Growth Initiatives - Annual Update

OBL Item: B

Added: October 5, 2016 at GIC 16-023 (Item 3(b))

Completed: April 5, 2023 at GIC

Accessibility Award Program

OBL Item: S

Added: March 23, 2022 at GIC 22-006 (Item 7(i)(a) & (b))

Completed: June 14, 2023 at GIC (Item 8.1)

Chedoke Arena - Secondary Ward Office for Ward 14

OBL Item: 2023-EE

Added: May 10, 2023 at Council (Item 7.3)

Completed: June 14, 2023 at GIC (Item 10.3)

(b) Items Requiring a New Due Date (Item 13.1(b)):

Establishing a Process to Appoint a Municipal Representative to the Hamilton Oshawa Port Authority Board of Directors (PED23021)

OBL Item: 2023-F

Current Due Date: July 10, 2023

Proposed New Due Date: August 14, 2023

Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor

OBL Item: W

Current Due Date: June 14, 2023

Proposed New Due Date: July 10, 2023

Opportunities to House a Hamilton Museum; and, Federal and Provincial Funding Opportunities

OBL Item: O

Current Due Date: June 14, 2023

Proposed New Due Date: November 1, 2023

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Absent	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls

Yes	-	Ward 8	Councillor J. P. Danko
Absent	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

(k) PRIVATE & CONFIDENTIAL (Item 14)

(i) Closed Session Minutes – May 31, 2023 (Item 14.1)

(A. Wilson/Spadafora)

That the General Issues Committee Closed Session Minutes of May 31, 2023, be approved and remain confidential.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Absent	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(Cassar/A. Wilson)

That Committee move into Closed Session pursuant to Section 9.3, Sub-sections (b), (c), (e), and (f) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-sections (b), (c), (e), and (f) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees; a proposed or pending acquisition or disposition of land by the municipality or local board; 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.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Absent	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Absent	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(ii) Confidential Appendix "A" to Item 9.4 - Waterfront Lands – Financial Impacts (FCS23065 / PED23152) (Wards 1 to 5) (Item 14.2)

For disposition of this matter, refer to Item 12.

(iii) Waterdown Gardens Litigation Update (LS21028(a)) (City Wide) (Item 14.3)

For disposition of this matter, refer to Item 13.

(I) ADJOURNMENT (Item 15)

(A. Wilson/Tadeson)

That there being no further business, the General Issues Committee be adjourned at 4:59 p.m.

Result: MOTION, CARRIED by a vote of 11 to 0, as follows:

Absent	-	Mayor Andrea Horwath
Absent	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Absent	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Yes	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls

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Yes	-	Ward 8	Councillor J. P. Danko
Absent	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Absent	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

Respectfully submitted,

Deputy Mayor Cameron Kroetsch
Chair, General Issues Committee

Angela McRae
Legislative Coordinator
Office of the City Clerk



SPECIAL GENERAL ISSUES COMMITTEE MINUTES 23-020

9:30 a.m.

June 27, 2023

Council Chambers

71 Main Street West, Hamilton, Ontario

Present: Mayor A. Horwath Chair (Chair)
Deputy Mayor C. Kroetsch
Councillors J. Beattie, C. Cassar, B. Clark, J.P. Danko, M. Francis,
T. Hwang, T. McMeekin, N. Nann, E. Pauls, M. Spadafora, M. Tadeson,
A. Wilson, and M. Wilson

Absent: Councillor T. Jackson - Personal

THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:

1. Setting Council Priorities (Item 4.1)

(Horwath/Hwang)

WHEREAS, Hamiltonians will benefit most from a Council that, as a whole, sets out clear priorities;

WHEREAS, urgent needs in our communities will be addressed more quickly and efficiently by a council that is working together to make tangible progress on our most pressing challenges and opportunities; and

WHEREAS, this Council will be able to more effectively direct staff work and get results for Hamiltonians by setting out clear priorities for the term;

THEREFORE, BE IT RESOLVED:

- (a) That Council adopt the following 3 Priorities for the 2022 – 2026 Term of Council:
- Sustainable Economic & Ecological Development
 - Safe & Thriving Neighbourhoods
 - Working of City Hall & Transparency in Municipal Government

- (b) That Council adopt the 9 outcomes identified under the 3 Council Priorities:
- ~~Increased Non-Residential Growth Rate~~ **Reduce the burden on residential tax payers**
 - Climate Change/Decarbonization Progress
 - Protection of Green Spaces & Water
 - Increase in Housing Units for All & Reduce Homelessness
 - Improved Mobility, Accessibility & Road Safety
 - New Budget Process Implemented
 - Improved Public Engagement
 - Efficient Customer Service & Communication
 - Employer of Choice
- (c) That Council approve the 20 **draft** measures of success identified (Appendix “A” attached hereto as Council Priorities, Outcomes & Measures of Success) to focus action planning, organizational enablement and priority management for the remainder of the Term of Council.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Yes	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 2)

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

(Hwang/Beattie)

That the agenda for the June 27, 2023 Special General Issues Committee meeting, be approved, as presented.

Result: MOTION, CARRIED by a vote of 13 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Yes	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Absent	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Absent	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) PRESENTATIONS (Item 4)

(i) Setting Council Priorities (Item 4.1)

Anil Gupta, from Anil Gupta and Partners, provided the Committee with a presentation and facilitated the Setting Council Priorities discussion.

(McMeekin/Spadafora)

That the presentation from Anil Gupta, from Anil Gupta and Partners, be received.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Yes	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson

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Yes	-	Ward 7	Councillor Esther Pauls
Yes	-	Ward 8	Councillor J. P. Danko
Yes	-	Ward 9	Councillor Brad Clark
Yes	-	Ward 10	Councillor Jeff Beattie
Yes	-	Ward 11	Councillor Mark Tadeson
Yes	-	Ward 12	Councillor Craig Cassar
Yes	-	Ward 13	Councillor Alex Wilson
Yes	-	Ward 14	Councillor Mike Spadafora
Yes	-	Ward 15	Councillor Ted McMeekin

The Mayor relinquished the Chair and introduced the motion respecting Setting Council Priorities.

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

The Mayor assumed the Chair.

(d) ADJOURNMENT (Item 6)

(McMeekin/Tadeson)

That there being no further business, the General Issues Committee be adjourned at 12:03 p.m.

Result: MOTION, CARRIED by a vote of 15 to 0, as follows:

Yes	-	Mayor Andrea Horwath
Yes	-	Ward 1 Councillor Maureen Wilson
Yes	-	Ward 2 Councillor Cameron Kroetsch
Yes	-	Ward 3 Councillor Nrinder Nann
Yes	-	Ward 4 Councillor Tammy Hwang
Yes	-	Ward 5 Councillor Matt Francis
Absent	-	Ward 6 Councillor Tom Jackson
Yes	-	Ward 7 Councillor Esther Pauls
Yes	-	Ward 8 Councillor J. P. Danko
Yes	-	Ward 9 Councillor Brad Clark
Yes	-	Ward 10 Councillor Jeff Beattie
Yes	-	Ward 11 Councillor Mark Tadeson
Yes	-	Ward 12 Councillor Craig Cassar
Yes	-	Ward 13 Councillor Alex Wilson
Yes	-	Ward 14 Councillor Mike Spadafora
Yes	-	Ward 15 Councillor Ted McMeekin

Respectfully submitted,

Mayor Andrea Horwath
Chair, General Issues Committee

Angela McRae
Legislative Coordinator
Office of the City Clerk



SPECIAL GENERAL ISSUES COMMITTEE MINUTES 23-021

9:30 a.m.

June 28, 2023

Council Chamber

71 Main Street West, Hamilton, Ontario

Present: Mayor A. Horwath Chair
Deputy Mayor C. Kroetsch (Chair)
Councillors J. Beattie, C. Cassar, B. Clark, J.P. Danko, M. Francis, T. Hwang, T. McMeekin, N. Nann, M. Spadafora, M. Tadeson, A. Wilson and M. Wilson

Absent

With regrets: Councillor T. Jackson – Personal
Councillor E. Pauls - Personal

THE FOLLOWING ITEM WAS REFERRED TO COUNCIL FOR CONSIDERATION:

1. City of Hamilton Watershed Action Plan Update (PW19008(u)) (City Wide)

(Danko/Spadafora)

That Report PW19008(u) respecting City of Hamilton Watershed Action Plan Update, be received.

Result: Motion CARRIED by a vote of 13 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
YES - Ward 12 Councillor Craig Cassar
YES - Ward 9 Councillor Brad Clark
YES - Ward 8 Councillor John-Paul Danko
YES - Ward 5 Councillor Matt Francis
YES - Mayor Andrea Horwath
YES - Ward 4 Councillor Tammy Hwang
NOT PRESENT - Ward 6 Councillor Tom Jackson
YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
YES - Ward 15 Councillor Ted McMeekin
YES - Ward 3 Councillor Ninder Nann

NOT PRESENT - Ward 7 Councillor Esther Pauls
 NOT PRESENT - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 2)

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

4. COMMUNICATIONS

4.1 Correspondence respecting Item 7.2, Stormwater Funding Review (FCS22043(b)):

- (b) Larissa Fenn, Vice President, Corporate Affairs, Hamilton Oshawa Port Authority
- (c) Peter Oddi, P. Eng, McAsphal Industries Limited
- (d) Gino Becerra, Vice-president, Ontario, QSL
- (e) Steve Hagen, Hamilton Terminal Manager, Agrico Canada
- (f) Greg Dunnett, President and CEO, Hamilton Chamber of Commerce
- (g) Geoffrey Knapper, General Manager, Hamilton Industrial Environmental Association
- (h) Michelle Diplock, Manager of Planning and Government Relations, West End Home Builders' Association

Recommendation: Be received and referred to consideration of Item 7.2.

5. DELEGATION REQUESTS

5.1 Delegation Requests respecting Item 7.1 City of Hamilton Watershed Action Plan Update (PW19008(u)):

- (b) Chris McLaughlin, Bay Area Restoration Council (In-Person)
- (c) Tys Theijmeijer, Royal Botanical Gardens (In-Person)

5.2 Delegation Requests respecting Item 7.2 Stormwater Funding Review (FCS22043(b)):

- (a) Gavin Smuk (In-Person)

- (b) Ann Marie Reid, Twenty Place - Storm Water Management Pond's Chair (In-Person)
- (c) Larry Freeman (In-Person)

(Tadeson/Spadafora)

That the agenda for the June 28, 2023 Special General Issues Committee meeting, be approved, as amended.

Result: Motion CARRIED by a vote of 11 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 NOT PRESENT - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 NOT PRESENT - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 NOT PRESENT - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) COMMUNICATIONS (Item 4)

(Spadafora/Tadeson)

That the following communication items, be approved, as presented:

- (i) Correspondence respecting Item 7.2, Stormwater Funding Review (FCS22043(b)) (Item 4.1):
 - (1) Connie Barry (Item 4.1(a))
 - (2) Larissa Fenn, Vice President, Corporate Affairs, Hamilton Oshawa Port Authority (Added Item 4.1(b))

- (3) Peter Oddi, P. Eng, McAsphal Industries Limited (Added Item 4.1(c))
- (4) Gino Becerra, Vice-president, Ontario, QSL (Added Item 4.1(d))
- (5) Steve Hagen, Hamilton Terminal Manager, Agrico Canada (Added Item 4.1(e))
- (6) Greg Dunnett, President and CEO, Hamilton Chamber of Commerce (Added Item 4.1(f))
- (7) Geoffrey Knapper, General Manager, Hamilton Industrial Environmental Association (Added Item 4.1(g))
- (8) Michelle Diplock, Manager of Planning and Government Relations, West End Home Builders' Association (Added Item 4.1(h))

Recommendation: Be received and referred to consideration of Item 7.2.

Result: Motion CARRIED by a vote of 13 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
YES - Ward 12 Councillor Craig Cassar
YES - Ward 9 Councillor Brad Clark
YES - Ward 8 Councillor John-Paul Danko
YES - Ward 5 Councillor Matt Francis
NOT PRESENT - Mayor Andrea Horwath
YES - Ward 4 Councillor Tammy Hwang
NOT PRESENT - Ward 6 Councillor Tom Jackson
YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
YES - Ward 15 Councillor Ted McMeekin
YES - Ward 3 Councillor Nrinder Nann
NOT PRESENT - Ward 7 Councillor Esther Pauls
YES - Ward 14 Councillor Mike Spadafora
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 1 Councillor Maureen Wilson

(d) DELEGATION REQUESTS (Item 5)

(Tadeson/Cassar)

That the following Delegation Requests, be approved for today's meeting:

- (i) Delegation Requests respecting Item 7.1, City of Hamilton Watershed Action Plan Update (PW19008(u)):
 - (1) Kristin O'Connor, Hamilton Harbour Remedial Action Plan (In-Person) (Item 5.1(a))
 - (2) Chris McLaughlin, Bay Area Restoration Council (In-Person) (Added Item 5.1(b))
 - (3) Tys Theijsmeyer, Royal Botanical Gardens (In-Person) (Added Item 5.1(c))
- (ii) Delegation Requests respecting Item 7.2 Stormwater Funding Review (FCS22043(b)):
 - (1) Gavin Smuk (In-Person) (Added Item 5.2(a))
 - (2) Ann Marie Reid, Twenty Place - Storm Water Management Pond's Chair (In-Person) (Added Item 5.2(b))
 - (3) Larry Freeman (In-Person) (Added Item 5.2(c))

Result: Motion CARRIED by a vote of 14 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(e) DELEGATIONS (Item 6)

- (i) The following Delegates addressed the Committee respecting Item 7.1, City of Hamilton Watershed Action Plan Update (PW19008(u)):
- (1) Kristin O'Connor, Hamilton Harbour Remedial Action Plan (In-Person) (Added Item 6.1(a))
 - (2) Chris McLaughlin, Bay Area Restoration Council (In-Person) (Added Item 6.1(b))
 - (3) Tys Theijsmeyer, Royal Botanical Gardens (In-Person) (Added Item 6.1(c))

(A. Wilson/Cassar)

That Tys Theijsmeyer, Royal Botanical Gardens, be provided with an additional five (5) minutes, for his delegation.

Result: Motion CARRIED by a vote of 13 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 NOT PRESENT - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(Hwang/A. Wilson)

That the following Delegations respecting Item 7.1, City of Hamilton Watershed Action Plan Update (PW19008(u)), be received:

- (1) Kristin O'Connor, Hamilton Harbour Remedial Action Plan (In-Person) (Added Item 6.1(a))

- (2) Chris McLaughlin, Bay Area Restoration Council (In-Person)
(Added Item 6.1(b))
- (3) Tys Theijsmeyer, Royal Botanical Gardens (In-Person) (Added Item
6.1(c))

Result: Motion CARRIED by a vote of 12 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 NOT PRESENT - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 NOT PRESENT - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(ii) The following Delegates addressed the Committee respecting Item 7.2,
Stormwater Funding Review (FCS22043(b)):

- (1) Gavin Smuk (In-Person) (Added Item 6.2(a))
- (2) Ann Marie Reid, Twenty Place - Storm Water Management Pond's
Chair (In-Person) (Added Item 6.2(b))
- (3) Larry Freeman (In-Person) (Added Item 6.2(c))

(Spadafora/Clark)

That the following Delegations respecting Item 7.2, Stormwater Funding
Review (FCS22043(b)), be received:

- (1) Gavin Smuk (In-Person) (Added Item 6.2(a))
- (2) Ann Marie Reid, Twenty Place - Storm Water Management Pond's
Chair (In-Person) (Added Item 6.2(b))
- (3) Larry Freeman (In-Person) (Added Item 6.2(c))

Result: Motion CARRIED by a vote of 14 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(f) STAFF PRESENTATIONS (Item 7)

(i) City of Hamilton Watershed Action Plan Update (PW19008(u)) (City Wide) (Item 7.1)

Tim Crowley, Senior Project Manager, Watershed Management, provided the Committee with a presentation respecting the City of Hamilton Watershed Action Plan Update (PW19008(u)) (City Wide).

(Hwang/Spadafora)

That the presentation respecting the City of Hamilton Watershed Action Plan Update (PW19008(u)) (City Wide), be received.

Result: Motion CARRIED by a vote of 14 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann

NOT PRESENT - Ward 7 Councillor Esther Pauls
 YES - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

For disposition of this matter, refer to Item 1.

(Tadeson/Francis)

That the Committee recess for 30 minutes, until 1:15 p.m.

Result: Motion CARRIED by a vote of 13 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 NOT PRESENT - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(ii) Stormwater Funding Review (FCS22043(b)) (City Wide) (Item 7.2)

The Chair advised Committee that an advertisement was placed in the newspaper advising members of the public of today's Special General Issues Committee and the Stormwater Funding Review. In addition, Public Notice was posted on the City's Website at Hamilton.ca inviting individuals to submit written comments or delegation requests for today's meeting.

- (a) Brian McMullen, Director, Financial Planning, Administration and Policy introduced staff and external consultants: John Savoia, Senior Policy Advisor, Nancy Hill, Project Manager, AECOM, and Mike Gregory, Sub-Consultant, AECOM, who provided the Committee with a presentation respecting the Stormwater Funding Review (FCS22043(b)) (City Wide).

(A. Wilson/M. Wilson)

That the presentation respecting Stormwater Funding Review (FCS22043(b)) (City Wide), be received.

Result: Motion CARRIED by a vote of 12 to 1, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 NO - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 NOT PRESENT - Ward 14 Councillor Mike Spadafora
 YES - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(b) (McMeekin/Clark)

That the consideration of the Stormwater Rate Structure as outlined in Appendix "A" to Report FCS22043(b), be DEFERRED until such time as a fulsome consultation with the Hamilton Wentworth Federation of Agriculture, Ontario Federation of Agriculture, other farm organizations, Agricultural and Rural Affairs Sub-Committee and the broader public has been completed.

Result: Motion DEFEATED by a vote of 5 to 8, as follows:

YES - Ward 10 Councillor Jeff Beattie
 NO - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 NO - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 NO - Mayor Andrea Horwath
 NO - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 NO - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 NO - Ward 3 Councillor Nrinder Nann

NOT PRESENT - Ward 7 Councillor Esther Pauls
NOT PRESENT - Ward 14 Councillor Mike Spadafora
YES - Ward 11 Councillor Mark Tadeson
NO - Ward 13 Councillor Alex Wilson
NO - Ward 1 Councillor Maureen Wilson

- (c) The following resolution was considered by Council at its special meeting of June 28, 2023:

Stormwater Funding Review (FCS22043(b)) (City Wide)

(Danko/Horwath)

- (a) That the Stormwater Rate Structure as outlined in Appendix "A" to Report FCS22043(b) be approved effective September 1, 2025;
- (b) That staff develop the 2025-2034 Rate Supported Budget incorporating the Stormwater Rate Structure;
- (c) That property tax levy funding related to stormwater expenditures to be funded by the new stormwater rate structure, be transferred to the Climate Change Reserve and applied to climate change / environmental initiatives in conjunction with the introduction of the Stormwater Rate Structure;
- (d) That staffing requirements for the Stormwater Rate Structure once implemented be referred to the 2025 Rate Supported Budget;
- (e) That the City Solicitor be authorized and directed to prepare all necessary by-laws, for Council approval, in order to implement Recommendations (a) through (d) of Report FCS22043(b);
- (f) That staff develop and report back regarding the implementation of a Stormwater Incentives Program;
- (g) That staff develop and implement a communication strategy to advise property owners of the Stormwater Rate Structure to be implemented;
- (h) That the single source procurement of AECOM Canada Ltd as external consultants for the Stormwater Funding implementation, pursuant to Procurement Policy #11 – Non-competitive Procurements be approved;
- (i) That the General Manager, Finance and Corporate Services, be authorized to negotiate, enter into and execute a contract and any

ancillary documents required to procure AECOM Canada Ltd as the consultant to support the implementation of the Stormwater Rate Structure in a form satisfactory to the City Solicitor;

- (j) That the implementation of the Stormwater Rate Structure with an upset limit of \$500,000, be funded from the Stormwater Reserve (108010);
- (k) That the subject matter respecting an assessment of steps and resources required to implement a dedicated user fee for stormwater, be identified as complete and removed from the General Issues Committee Outstanding Business List.

Upon Committee's request sub-sections (a) to (e) of Item 7.2 were voted on separately as follows:

- (a) That the Stormwater Rate Structure as outlined in Appendix "A" to Report FCS22043(b) be approved effective September 1, 2025;
- (b) That staff develop the 2025-2034 Rate Supported Budget incorporating the Stormwater Rate Structure;
- (c) That property tax levy funding related to stormwater expenditures to be funded by the new stormwater rate structure, be transferred to the Climate Change Reserve and applied to climate change / environmental initiatives in conjunction with the introduction of the Stormwater Rate Structure;
- (d) That staffing requirements for the Stormwater Rate Structure once implemented be referred to the 2025 Rate Supported Budget;
- (e) That the City Solicitor be authorized and directed to prepare all necessary by-laws, for Council approval, in order to implement Recommendations (a) through (d) of Report FCS22043(b);

Result: Motion on Sub-Sections (a) to (e) of Item 7.2, CARRIED by a vote of 9 to 4, as follows:

NO - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 NO - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 NO - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang

**Special General Issues Committee
Minutes 23-021**

**June 28, 2023
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NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 NOT PRESENT - Ward 14 Councillor Mike Spadafora
 NO - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

Result: Motion on the balance of the Sub-Sections of Item 7.2 (Sub-Sections (f) to (k)), CARRIED by a vote of 9 to 4, as follows:

NO - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 NO - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 NO - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang
 NOT PRESENT - Ward 6 Councillor Tom Jackson
 YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
 YES - Ward 15 Councillor Ted McMeekin
 YES - Ward 3 Councillor Nrinder Nann
 NOT PRESENT - Ward 7 Councillor Esther Pauls
 NOT PRESENT - Ward 14 Councillor Mike Spadafora
 NO - Ward 11 Councillor Mark Tadeson
 YES - Ward 13 Councillor Alex Wilson
 YES - Ward 1 Councillor Maureen Wilson

(g) ADJOURNMENT (Item 8)

(A. Wilson/Tadeson)

That there being no further business, the General Issues Committee meeting be adjourned at 4:01 p.m.

Result: Motion CARRIED by a vote of 12 to 0, as follows:

YES - Ward 10 Councillor Jeff Beattie
 YES - Ward 12 Councillor Craig Cassar
 YES - Ward 9 Councillor Brad Clark
 YES - Ward 8 Councillor John-Paul Danko
 YES - Ward 5 Councillor Matt Francis
 YES - Mayor Andrea Horwath
 YES - Ward 4 Councillor Tammy Hwang

**Special General Issues Committee
Minutes 23-021**

**June 28, 2023
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NOT PRESENT - Ward 6 Councillor Tom Jackson
YES - Deputy Mayor - Ward 2 Councillor Cameron Kroetsch
YES - Ward 15 Councillor Ted McMeekin
NOT PRESENT - Ward 3 Councillor Nrinder Nann
NOT PRESENT - Ward 7 Councillor Esther Pauls
NOT PRESENT - Ward 14 Councillor Mike Spadafora
YES - Ward 11 Councillor Mark Tadeson
YES - Ward 13 Councillor Alex Wilson
YES - Ward 1 Councillor Maureen Wilson

Respectfully submitted,

Deputy Mayor Cameron Kroetsch
Chair, General Issues Committee

Janet Pilon
Acting City Clerk
Office of the City Clerk

Submitted on Tue, 05/23/2023 - 16:35

Submitted by: Anonymous

Submitted values are:

Committee Requested

Committee
General Issues Committee

Will you be delegating in-person or virtually?

In-person

Will you be delegating via a pre-recorded video?

No

Requestor Information

Requestor Information
Paul Vermaat
White Star Group

Preferred Pronoun

he/him

Reason(s) for delegation request

Reasons for Delegation Request

To submit a formal presentation and discuss matters relating to:

- The Motion brought forth by former Ward 2 Councillor Bratina of September 14, 2010 within Committee of the Whole Report 10-024

"Resolution of Matters Related to Lands in the West Harbour Stadium Precinct"

- The resulting Report LS10017 introduced to Council on October 13, 2010 within Committee of the Whole Report 10-027

- Motion 4.1 (b) from City Council Meeting of October 11, 2011 directing staff to cease expropriations of land at the west harbour site, as was directed by Council on February 24, 2010, by way of Item 2 of Subsection B of Committee of the Whole Report 10-008

- Supreme Court of Canada Ruling of October 21, 2022 as it relates to defacto expropriations/constructive taking where no land is acquired

- The Supreme Court rules that a private land developer can take the regional municipality to court for its plan to expropriate its land.

Will you be requesting funds from the City?

No

Will you be submitting a formal presentation?

Yes

Submitted on Thu, 06/15/2023 - 13:00

Submitted by: Anonymous

Submitted values are:

Committee Requested

Committee
General Issues Committee

Will you be delegating in-person or virtually?
In-person

Will you be delegating via a pre-recorded video?
No

Requestor Information

Requestor Information
Doug Mattina, Director
Dr. Bob Kemp Hospice
277 Stone Church Rd. East
Hamilton, Ontario. L9B 1B1
Doug.Mattina@kemphospice.org
647-888-0615

Preferred Pronoun
he/him

Reason(s) for delegation request

A recommendation report will be brought forward to GIC that day by city officials on the allocation of city owned land for the purpose of a pediatric hospice to be built by our organization. Prior to those recommendations being tabled, we would ask to brief GIC members on our organization and the project for a 5 minute period. This presentation will be a high-level overview and nothing contentious will be included.

Will you be requesting funds from the City?
No

Will you be submitting a formal presentation?
Yes

Submitted on Fri, 06/23/2023 - 10:45

Submitted by: Anonymous

Submitted values are:

Committee Requested

Committee
General Issues Committee

Will you be delegating in-person or virtually?
In-person

Will you be delegating via a pre-recorded video?
No

Requestor Information

Requestor Information
David Farrar and Ty Shattuck
McMaster University and McMaster Innovation Park
1280 Main St W
Hamilton, ON. L8S 4L8
president@mcmaster.ca
(905) 525-9140 x 24340

Preferred Pronoun
he/him

Reason(s) for delegation request
David Farrar, President and Vice-Chancellor of McMaster University along with Ty Shattuck, CEO McMaster Innovation Park, would like to present an update to GIC on both institutions.

Will you be requesting funds from the City?
No

Will you be submitting a formal presentation?
No

Submitted on Fri, 06/30/2023 - 14:33

Submitted by: Anonymous

Submitted values are:

Committee Requested

Committee
General Issues Committee

Will you be delegating in-person or virtually?

In-person

Will you be delegating via a pre-recorded video?

No

Requestor Information

Requestor Information
Stefan T. Sobolewski
Taras Bulba Ukraine Support 2022
tarasbulba2022@hotmail.com

Preferred Pronoun

he/him

Reason(s) for delegation request

Good afternoon,

My name is Stefan Taras Sobolewski, president of the Taras Bulba Ukraine Support 2022. I would like to request to participate as delegation member for the upcoming July 10th Council Meeting at City Hall.

The purpose of my request is to have the opportunity to speak in front of our Honourable Mayor Horwath and all City of Hamilton council to request financial support towards our upcoming Ukraine humanitarian aid missions.

Previously in 2022, our organization was assisted by City of Hamilton ex-mayor Fred Eisenberger and supported by all councillors for funding of 4 transport aircraft and ground transport costs. Our humanitarian aid missions consist of gathering medical, hygiene, non-perishable food and military non-lethal items to send to Ukrainian civilians and Ukrainian military who are in dire need.

<https://www.cbc.ca/news/canada/hamilton/hamilton-50-000-grant-ukraine-1.6432978>

Will you be requesting funds from the City?

Yes

Will you be submitting a formal presentation?

Yes

Submitted on Tue, 07/04/2023 - 08:36

Submitted by: Anonymous

Submitted values are:

Committee Requested

Committee
General Issues Committee

Will you be delegating in-person or virtually?

In-person

Will you be delegating via a pre-recorded video?

No

Requestor Information

Requestor Information

Jo-Ann Mattina

Biindigen Well-Being Centre (De dwa da dehs nye>s Aboriginal Health Centre, Niwasa
Kendasswin Teg and Ontario Aboriginal Housing Services)

678 Main Street East

Hamilton, ON. L8M 1K2

jmattina@dahac.ca

905-544-4320 ext 231

Preferred Pronoun

she/her

Reason(s) for delegation request

Update on the Biindigen Well-Being Centre development and next steps.

Will you be requesting funds from the City?

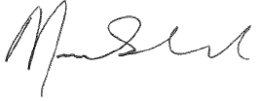

No

Will you be submitting a formal presentation?

Yes



INFORMATION REPORT

TO:	Mayor and Members City Council
COMMITTEE DATE:	June 14, 2023
SUBJECT/REPORT NO:	2022 Economic Development Action Plan Update (PED23095) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Adam Durrant (905) 546-2424 Ext. 4486
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	
SUBMITTED BY:	Carrie Brooks-Joiner Director, Tourism and Culture Planning and Economic Development Department
SIGNATURE:	

COUNCIL DIRECTION

N/A

INFORMATION

Overview

On October 27, 2021 Hamilton City Council approved the 2021-2025 Economic Development Action Plan (EDAP) (PED21001). This Strategy identified six priority areas of work: facilitating a skilled and adaptable workforce; enhancing digital infrastructure and services; growing business and investments; moving goods and people; revitalizing priority areas and placemaking; building transformational projects. This update serves as a scorecard on each of those priority areas, noting the completed, in development,

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: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 2 of 13

and not yet started action items from within the EDAP's 77 action items and its 13 stretch targets.

As of the end of 2022, 25 of the EDAP's 77 action items were completed, with 12 awaiting initiation and the remaining 40 in various stages of development.

Table 1. provides a high-level breakdown of these actions grouped by each EDAP priority area. Appendix "A" to Report PED23095 this Report, provides a progress scorecard on each action item. Among the completed action items there are some which represent finite projects (e.g. document production or strategy creation) and others that represent ongoing work. This Report notes the difference in Section 2.

Table 1: EDAP Action Item Scorecard

EDAP Priority Area	Completed in 2021	Completed in 2022	In Development in 2022	Awaiting Start as of 2022
Skilled and Adaptable Workforce	3	1	5	2
Enhancing Digital Infrastructure and Services	1	4	2	2
Growing Business and Investment	1	4	10	3
Moving Goods and People	1	3	7	2
Revitalizing Priority Areas and Placemaking	3	2	7	1
Building Transformational Projects	1	1	9	2
All EDAP Actions	10	15	40	12

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Table 2a and 2b provide a high-level summary on the EDAP's stretch targets.

Table 2a: EDAP Stretch Target Scorecard Part 1

Stretch Target	2022 Update	Current Status
Add seven million square feet of new Industrial/Commercial space	2021 - 2,683,882 square feet added 2022 - 1,094,860 square feet added Total - 3,778,742 square feet added	Trending Ahead of Target
Generate a total of \$2.5 billion in Industrial/Commercial construction value	2021 - \$717,247,894 generated 2022 - \$326,145,645 generated Total - \$1,043,393,539 generated	On target
Increase new gross commercial/industrial assessment by 1.5 % per year	3.2% increase in assessment in 2021 (\$204 million) 3.4% increase in assessment value in 2022 (\$284.5 million)	Trending Ahead of Target
Triple the municipal tax assessment on the Stelco lands	2021 assessment: \$42,270,000 2022 assessment: \$42,270,000	Behind target
Increase Hamilton's shovel-ready land supply by 500 acres	2020 shovel-ready supply: 637.5 Acres 2022 shovel-ready supply: 546.85 Acres	Behind target
Increase immigration to Hamilton by 25% by 2025 (2019 Immigration Refugees and Citizenship Canada (IRCC) reported immigration admissions for Hamilton as the baseline)	5,405 immigrants to Hamilton in 2021 – a 52.3% increase on the 2019 benchmark 4,530 immigrations to Hamilton in 2022 – a 25.3% increase on the 2019 benchmark Average increase across 2021 and 2022: 38.8%	Achieved - Ongoing

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Table 2b: EDAP Stretch Target Scorecard Part 2

Stretch Target	2022 Update	Current Status
Create and maintain a list of 1,000 living wage employers in Hamilton	255 self-identified living wage employers identified in 2021 368 self-identified living wage employers identified in 2022 Working list total: 623 employers	On target
Achieve an average ground-floor commercial storefront occupancy of 90% across the Business Improvement Areas	2021 Average of BIA Occupancy: 93.2% 2022 Average of BIA Occupancy: 89.3%	Trending Behind Target
Reduce downtown office vacancy rate to pre-pandemic levels (2019 as benchmark)	2021 Vacancy Rate: 12.9% (1.0% above the 2019 rate) 2022 Vacancy Rate: 13.3% (1.4% above the 2019 rate)	Behind Target
Invest a minimum of \$1 million in tourism development from the Municipal Accommodation Tax Program	MAT collection initiated on January 1, 2023.	TBD
Attract five major events that generate a total combined economic impact of at least \$50 million	7 major events attracted within the scope of the 2021-2025 EDAP Realized economic impact from 4 held events 2021-22: \$21,000,000	On Target
Increase transit ridership to pre-pandemic ridership levels by 2023	2021 ridership (revenue rides): 9,972,964 46.0% of 2019 benchmark 2022 ridership (revenue rides): 15,216,234 70.3% of 2019 benchmark	Trending to Target
Generate \$1 million in direct city revenue from film production activity within Hamilton	\$957,408 in revenue generated in 2021 \$721,207 in revenue generated in 2022 Total 2021-2022: \$1,678,615	Achieved - Ongoing

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SUBJECT: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 5 of 13

Update on Action Items Achieved in 2022

The completed item under the Facilitation of a Skilled and Adaptable Workforce priority includes:

Action Item 2 (AI2): Review the CityLAB Program for the purposes of potential continuation and expansion; and,

CityLAB was approved during the 2022 budget cycle (CM21009) and began operating as a permanently funded Program. Activities to refresh CityLAB's Strategic Plan occurred in 2022 with a focus on exploring opportunities to broaden the scope of the Program. CityLAB's recent work on Black Indigenous and People of Colour (BIPOC) Entrepreneurship is aligned to A Just Recovery for Hamilton (2021)'s focus on investing in workforce development opportunities for Black, Indigenous, racialized communities, people with disabilities and 2SLGBTQIA+ communities.

The completed items under the Enhancing Digital Infrastructure and Services priority include:

Action item 13 (AI13): Complete a city Digital Strategy;

The request for proposals for Digital Strategy went to market in April of 2022 with work beginning in Q3/Q4 of 2022. The completed Strategy (CM23010) was presented to Council and approved at the February 2023 General Issues Committee;

Action item 16 (AI16): Develop and Implement expanded Public Internet Access initiatives (Ongoing Project);

The Public Spaces and Parks Wi-Fi Project was completed with support from the Canadian Healthy Communities Initiative Grant application that was approved in June 2021 (FCS21020(a)). Digital, Innovation and Strategic Partnerships is engaged in ongoing work to identify additional opportunities for public internet initiatives over the lifespan of the EDAP;

Action item 17 (AI17): Develop and implement Digital Divide/Equity Initiatives (Ongoing Project);

The Public Spaces and Parks Wi-Fi project also helped support Digital Divide/Equity within Hamilton. In addition, the Digital Equity based stream for the Community Enrichment Fund pilot was approved in August 2022 (CM22015/GRA22003) with successful grant applicants to be awarded in 2023. Digital, Innovation and Strategic Partnerships is engaged in ongoing work to identify additional opportunities to support the Digital Divide/Equity initiative over the lifespan of the EDAP;

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Action Item 18 (AI18): Expansion of Digital Main Street partnerships to support the growth. (Ongoing Project); and,

The Hamilton Business Centre signed a new, two-year Program commitment with Digital Main Street to deliver version 4.0 of the Program in Hamilton. Current Program goals include disbursement of more than \$2,000,000 by the end of the contract in 2024.

Each of these four action items are closely aligned to A Just Recovery for Hamilton (2021)'s focus on increasing public internet access as a key component to inclusive city building.

The completed items under the Growing Business and Investment priority include:

Action Item 26 (AI26): Complete a feasibility study on a food business incubator to provide space, training, resources and distribution assets for entrepreneurs to access wholesale or retail markets;

A final Report and presentation was provided to staff via a project team from the University of Toronto's Masters of Urban Innovation Program, with the recommendation that an incubator was not feasible given the substantial financial and administrative capacities to operate. The Report anticipated that a city-run incubator would experience challenges in financing machinery, equipment, and staff;

Action Item 28 (AI28): Create and implement a Life Sciences Sector Strategy (Ongoing Project);

The Life Sciences Sector Strategy was finalized in December 2021 with a Report received by General Issues Committee (GIC) (PED22033) in February 2022;

Action Item 30 (AI30): Initiate and implement an updated Advanced Manufacturing Sector Strategy - including Aerospace, Electrical and Autonomous vehicle opportunities (Ongoing Project);

The Advanced Manufacturing Sector Strategy was subsequently retitled the Manufacturing Strategy as to be inclusive of existing manufacturing strengths in Hamilton – work commenced in May 2022 with a Report received by GIC (PED23005) in January 2023;

Action Item 34 (AI34): Update the City of Hamilton's Foreign Direct Investment Strategy (Ongoing Project); and,

SUBJECT: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 7 of 13

The Foreign Direct Investment Strategy began work in July 2022 with work completed in December 2022 and a Report received by GIC (PED23033) in April 2023.

The achieved items under the Moving Goods and People priority include:

Action Item 40 (AI40): Finalize the Truck Route Master Plan;

The Truck Route Master Plan was approved in April of 2022 (PED19073(c)). This was followed by signage and by-law changes for a March 2023 implementation of the Plan;

Action Item 42 (AI42): Expand micro-mobility travel options such as Bike Share and E-scooters (Ongoing Project);

A partnership was approved in February 2022 between the City of Hamilton and Bike Share (PED20109(d)). A request for proposals for commercial e-scooter operators was issued in Q2 2022 with a Commercial Pilot Program which launched in April 2023;

Action Item 44 (AI44): Continue to investigate the potential for on-demand transit services to provide or supplement regular public transit services to, from and within employment areas and community nodes, using the Flamborough On-Demand Service as a pilot; and,

The On-Demand Transit Pilot Program ran from September 2021 to September 2022. A post pilot period ran from September 2022 to November 2022, when the Program was transitioned to a hybrid service model. An April 3, 2022 Report to Council (PW23023) proposed to continue hybrid service.

The achieved items under the Revitalizing Priority Areas and Placemaking priority include:

Action Item 57 (AI57): Conduct analysis and consultations regarding the potential implementation of the Small Business Property Tax Subclass;

A May 2022 Report (FCS22031) to the GIC recommended not to adopt the optional Small Business Property Tax Subclass given challenges of implementation, expected costs, and uncertainty of benefits to the business community;

Action Item 59 (AI59): Transition the operating and capital obligations of the city's Entertainment Assets to Hamilton Urban Precinct Entertainment Group and facilitate the private sector's renovation/redevelopment of the Downtown Entertainment Precinct; and,

SUBJECT: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 8 of 13

In 2022 the City of Hamilton and the Hamilton Urban Precinct Arts and Entertainment Group (HUPEG) successfully executed lease agreements, which include the obligation of HUPEG to assume operating arrangements for entertainment facilities.

The achieved item under the Building Transformational Projects priority include:

Action Item 68 (AI68): Implement the Bayfront Strategy (Ongoing Project); and,

The Bayfront Industrial Area Strategy Phase 2 (PED14117(d)) was received by at General Issues Committee on September 21, 2022. Staff in Business Investment and Sector Development have been identified to monitor the implementation of the actions contained within the Strategy.

Update on Stretch Targets

Stretch Target 1: Add seven million square feet of new industrial commercial space

The City of Hamilton added 119,479 square feet of commercial space and 975,382 square feet of industrial space for a total of 1,094,861 square feet of new combined industrial and commercial space. During the first two years of the 2021-2025 EDAP, Hamilton has added 3,778,742 square feet of combined industrial and commercial space. This figure is approximately 54.0% of the five-year stretch target.

Stretch Target 2: Generate a total of \$2.5 billion in industrial/commercial construction value

In 2022 the City of Hamilton achieved \$217,474,115 in industrial construction values and \$108,671,530 in commercial construction values. Adding the combined \$326,145,645 from 2022 with the \$717,247,894 reported in 2021 totals \$1,043,393,539 in construction value, or 41.7% of this five-year stretch target in years one and two.

Stretch Target 3: Increase new gross commercial/industrial assessment by 1.5 % per year

In 2022 the gross assessment of the industrial and commercial tax classes increased by \$284.5 million, which is equivalent to 3.4%. This exceeded the 1.5% target and was higher than the 3.2% increase recorded in 2021. The most significant development was the Amazon Fulfillment Centre which is now the property with the third-largest single assessment in the city. Other notable developments include the expansion of the DHL facility, Corbec Ontario, and the Lincoln Electric Facility (formerly Burlington Automation).

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Stretch Target 4: Triple the municipal tax assessment on the Stelco lands

In 2022 the Municipal Property Assessment Corporation assessed Slate Group's (formerly Stelco's) property at 386 Wilcox St. at \$42,270,000. This is consistent with the assessed value in 2021. An economic impact analysis conducted by Ernst and Young anticipates that the conversion of the 800 acres of industrial land, purchased by Slate Group, to an industrial park has the potential to inject \$3.8 billion into the Ontario economy. This Plan positions Stretch Target 4 as having a feasible – if long term – path to completion.

Stretch Target 5: Increase Hamilton's shovel ready land supply by 500 acres

In 2020 Hamilton's business parks housed approximately 637.5 acres of shovel ready lands. A 2022 update ((PED16161(b)) to this inventory reports 546.8 acres of shovel ready land within Hamilton's business parks. A total of 90.7 acres shovel ready lands were absorbed in 2021 and 2022; however, no new lands were added in 2021 and 2022. Table 3. provides a breakdown of shovel ready lands, noting that additional shovel ready lands are not expected to be added to the West Hamilton Innovation District and both Dundas and East Hamilton industrial parks over the duration of the EDAP.

Table 3: Employment Area Inventory 2020-2022

Business Park	2020 Acres	2022 Acres
AEGD	29.7	25.9
Ancaster	89.0	85.3
Stelco/Bayfront	98.8	98.8
Flamborough	69.2	54.4
Stoney Creek	106.3	93.4
Redhill North and South	244.6	189.0
Total	637.5	546.8

Stretch Target 6: Increase immigration to Hamilton by 25% by 2025 (2019 IRCC reported immigration admissions for Hamilton as the baseline)

Data from Immigration Refugees and Citizenship Canada (IRCC), noted below in Table 4., reflect Hamilton's share of Canada's immigrant population. This data notes a 52.3% increase between 2021 and 2019 and a 25.3% increase between 2022 and 2019. Combined, these years produce an average 38.8% increase in immigration to Hamilton over the 2019 benchmark.

SUBJECT: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 10 of 13

Table 4: Immigration to Hamilton

2019 Immigration to Hamilton	2020 Immigration to Hamilton	2021 Immigration to Hamilton	2022 Immigration to Hamilton
3,425	2,185	5,405	4,860

As immigration to Hamilton has increased, so too have the Hamilton Immigration Partnership Council's (HIPC) activities to promote a welcoming and safe community. HIPC's 2022 activities (PED22111) and current 2023 activities (PED23096) reflect key recommendations under A Just Recovery for Hamilton's (2023) calls for tackling systemic racism.

Stretch Target 7: Create and maintain a list of 1,000 living wage employers in Hamilton

In 2022 Economic Development Staff delivered the Employer One Survey (Formerly Hamilton Workforce and Business Needs Survey) in partnership with Workforce Planning Hamilton. This survey collected insights from 368 employers who self-identified living wage employers.

Since 2021, a total of 623 employers have now self-identified as living wage employers. 2023 will see this list shared with partner organizations in Hamilton for further verification and validation.

Economic Development's efforts under this stretch target, combined with careful review of investment inquiries where city-held employment lands are concerned, are making efforts toward meeting A Just Recovery for Hamilton (2021)'s recommendations for quality jobs and compensation.

Stretch Target 8: Achieve an average ground-floor commercial storefront occupancy of 90% across the Business Improvement Areas (BIAs)

Table 5. provides an update on the ground floor occupancy in Hamilton's BIAs. The average ground floor storefront occupancy across all of Hamilton's BIAs stood at 89.3% in 2022. This is down from the 93.2% reported in 2021.

The current data notes seven of Hamilton's BIAs with ground floor occupancy above 90%. City Staff are leveraging expansions of the My Main Streets Program, participation in vacant storefront activations, and targeted incentives through Community Improvement Project Areas to work to increase occupancy in Hamilton's BIAs.

SUBJECT: 2022 Economic Development Action Plan Update (PED23095) (City Wide) - Page 11 of 13

Table 5: Average BIA Occupancy

2021 Average	93.2%
2022 Average	89.3%

Stretch Target 9: Reduce downtown office vacancy rate to pre-pandemic levels (2019 as benchmark)

As of Fall 2022, approximately 13.3% of the Downtown Urban Growth Center total office square footage was vacant. Table 6. provides historical context on this figure, which has increased since the 2019 benchmark. Economic Development staff have met with major downtown landlords to review current priorities and rental trends (PED23081) and have recently secured new commercial real estate software that allows for more timely and comprehensive estimates of office vacancy at the city-wide and ward level.

Table 6: Office Vacancy, Downtown Urban Growth Center

Year	Vacancy Rate	Total Vacant Sq. Footage	Total Square Footage
2019	11.9%	667,720	5,598,287
2020	12.5%	705,269	5,645,283
2021	12.9%	728,670	5,631,982
2022	13.3%	690,789	5,196,050

Stretch Target 10: Invest a minimum of \$1 million in tourism development from the Municipal Accommodation Tax Program

In 2022, Council approved a by-law (PED20009(c)) to initiate collection of the Municipal Accommodation Tax as of Jan 1, 2023. The EDAP update for 2023 will have initial results from this Program.

Stretch Target 11: Attract five major events that generate a total combined economic impact of at least \$50 million.

Hamilton has attracted seven major events to be hosted within the lifespan of the 2021-2025 EDAP:

- 2021 Grey Cup;
- 2022 NHL Heritage Classic;
- 2022 ISU World Skating Championships;

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- 2022 FIFA Men's World Cup Qualifier;
- 2023 Canadian Country Music Awards (CCMAs);
- 2023 Grey Cup; and,
- 2024 Canadian Open.

The four events hosted in 2021 and 2022 realized an estimated economic impact of \$21,000,000. This figure is below the anticipated economic impact for these events, which is largely due to restrictions on public gathering and international travel that were in place during the COVID-19 pandemic. Future events can be expected to have larger audiences and economic impact in the absence of COVID-19 restrictions, and it is expected that the financial stretch target will be met by 2025.

Stretch Target 12: Increase transit ridership to pre-pandemic ridership levels by 2023

Table 7 breaks down the annual number of revenue-generating rides on Hamilton Street Rail (HSR) between 2019 and 2022.

Table 7: HSR Annual Ridership

2019 Revenue Ridership	2020 Revenue Ridership	2021 Revenue Ridership	2022 Revenue Ridership
21,659,817	11,782,746	9,972,964	15,216,234

Ridership in 2022 represents a 52.3% increase over 2021's ridership – a figure that was heavily impacted by the COVID-19 pandemic and associated restrictions. The 2022 level is 70.3% of the ridership reported in 2019, the last complete pre-pandemic year.

Stretch Target 13: Generate \$1 million in direct city revenue from film production activity within Hamilton

Table 8. captures the 2021 and 2022 direct city revenues from film production activity. In two years, the City of Hamilton has earned \$1,678,615 from film production, exceeding the stretch target with three years remaining in the current EDAP. These results reflect the fact that film production was able to continue during the pandemic, and that film continues to be a growth industry in Hamilton, with record production volumes in 2021 and 2022.

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Table 8: City Revenue from Film Production

2021 Direct City Revenues	2022 Direct City Revenues	EDAP 2021-2025 Total
\$957,408	\$721,207	\$1,678,615

Next Steps

Economic Development's next Report to Council on the 2021-2025 EDAP is anticipated in late Q2 of 2024. This mid-term Report will focus reviewing action items and stretch goals that have not reached a completed status, noting:

- Those which are expected to be completed within the scope of the 2021-2025 EDAP;
- Those which are, by their nature, beyond the scope of a Five-Year Economic Development Strategy; and,
- Those which are at risk of being not being completed within the 2021-2025 EDAP and will require a mitigation strategy.

APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report PED23095 – Status Update on all EDAP Action Items

AD/rb



INFORMATION REPORT

Appendix "A" to Report PED23095: Status Update on all EDAP Action Items

Table 1: Action Item Update – Facilitating a Skilled and Adaptable Workforce

Facilitating a Skilled and Adaptable Workforce Action Items	Status
1 Approve and implement the Hamilton Immigration Partnership Strategy.	Achieved - Ongoing
2 Review the CityLAB Program for the purposes of potential continuation and expansion.	Achieved - Complete
3 Design and deliver an annual Local Economy and Workforce Needs business survey.	Achieved - Ongoing
4 Assign a Workforce Development "lead" within the Economic Development Division.	Achieved - Complete
5 In collaboration with the workforce development community, create and implement a Workforce Attraction, Retention & Development (Talent) Strategy.	In Development
6 Collaborate with local industry to create an integrated jobs portal.	In Development
7 Implement a Future of work series that acts as an experiential conduit between learners/jobseekers and employers to allow local companies to inform future employees of job and career opportunities in Hamilton.	Initiating
8 Explore the development of a Talent pipeline Program.	In Development
9 Implement a Hamilton Collaborative Talent Zone space where industry and local partners focus on teaching and closing any skills gaps in the Hamilton workforce.	In Development
10 Apply to participate in the Municipal Nominee Program.	Initiating
11 Partner with the workforce and business community to identify employment programs, work development opportunities and initiatives in Hamilton focused on equity- seeking groups, groups disadvantaged by discrimination and marginalized communities in order to recommend future strategies to address existing needs and gaps.	In Development

Appendix "A" to Report PED23095
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Table 2: Action Item Update – Enhancing Digital Infrastructure & Services

Enhancing Digital Infrastructure & Services	Status
Action Items	
12 Advocate for and promote investment in broadband connectivity speed increase in Hamilton with a target that all rural Hamilton have access to 50/10 Mbps and urban Hamilton average speed be 100/20 Mbps and 1 Gbps options available to residents and business who need that level of service.	In Development
13 Complete a City Digital Strategy.	Achieved - Complete
14 Complete a City of Hamilton Broadband Strategy.	Initiating
15 Develop a Smart/Connected Communications Strategy.	Initiating
16 Develop and implement expanded Public Internet Access initiatives.	Achieved – Ongoing
17 Develop and implement Digital Divide/Equity Initiatives.	Achieved – Ongoing
18 Expansion of Digital Main Street partnerships to support the growth.	Achieved - Ongoing
19 Develop and implement a Virtual Business Investment and Sales Tour Program.	Achieved - Ongoing
20 Increase the number of services that can be accessed digitally/on-line for citizens and businesses.	In Development

Appendix "A" to Report PED23095

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Table 3: Action Item Update – Growing Business and Investment

Growing Business and Investment - Action Items	Status
21 Complete and implement a Tourism Strategy 2021-2025.	In Development
22 Identify opportunities to increase "social", "local" and "green" Procurement.	In Development
23 Update the Film By-law.	In Development
24 Create and implement an Economic Development Marketing Strategy.	Achieved - Complete
25 Update and implement the Hamilton Music Strategy.	In Development
26 Complete a feasibility study on a food business incubator to provide space, training, resources and distribution assets for entrepreneurs to access wholesale or retail markets.	Achieved - Complete
27 Create and implement a Business Succession Planning Program.	In Development
28 Create and implement a Life Sciences Sector Strategy.	Achieved - Ongoing
29 Examine the tourism and business attraction potential of e-Gaming.	In Development
30 Initiate and implement an updated Advanced Manufacturing Sector Strategy - including Aerospace, Electrical & Autonomous vehicle opportunities.	Achieved - Ongoing
31 Establish a local Energy Retrofit accelerator providing a one-stop portal for Hamilton businesses and residents to find local retrofit providers, suppliers and experts.	Initiating
32 Encourage environmental sustainability expansion of the LEED CIP.	Initiating
33 Study the feasibility of establishing an agriculture, agri-food and rural Community Improvement Plan.	Initiating
34 Update the City of Hamilton's Foreign Direct Investment Strategy.	Achieved - Ongoing
35 Operationalize the Global Hamilton Council to support Foreign Direct Investment.	In Development
36 Support and pursue potential funding and partnership opportunities for Hamilton industrial manufacturers to invest in emissions reduction technologies.	In Development
37 Implement a Soft-landing Program for international businesses wanting to establish a presence in Hamilton.	In Development
38 Identify the existing and scope of business support and initiatives in Hamilton focused on equity-seeking groups, groups disadvantaged by discrimination and marginalized communities and recommend future strategies to address needs and gaps.	In Development

Appendix "A" to Report PED23095
Page 4 of 6

Table 4: Action Item Update: Moving Goods and People

Moving Goods and People - Action Items	Status
39 Develop a comprehensive Curbside Management Strategy.	In Development
40 Finalize the Truck Route Master Plan update.	Achieved - Complete
41 Complete feasibility studies for A-line, S-Line and remaining Higher Order Transit (BLAST) corridors.	In Development
42 Expand micro-mobility travel options such as Bike Share and E-scooters.	Achieved - Ongoing
43 Commence development of an Integrated Active Transportation Master Plan including cycling, walking and trails.	In Development
44 Continue to investigate the potential for On-Demand Transit Services to provide or supplement regular public transit services to, from and within employment areas and community nodes, using the Flamborough On-Demand Service as a pilot.	Achieved - Complete
45 Design and Launch Smart Commute Hamilton Airport (SCHA) Association. The SCHA would create a program to meet the specialized needs associated with Airport-related employers by helping to coordinate individual employers travel demand management programs.	Initiating
46 Update the Goods Movement Sector Strategy.	Initiating
47 Promote and support the Transportation and Connected Vehicle industry with the Centre of Integrated Transportation and Mobility network.	In Development
48 Work with airport partners to attract new international air cargo operators, increase and expand air routes and intensify newer fuel efficient and noise reduction air fleet.	Achieved - Ongoing
49 Engage with transportation associations, MITL and Fluid Intelligence Program to improve goods movement capabilities, technology and improved sustainable alternatives.	In Development
50 Encourage new development within the Airport and AEGD to incorporate District Energy Systems to reduce environmental impacts.	In Development
51 Work with Port partners to introduce environmentally sustainable options for cargo movement through container service and increased rail and intermodal operations.	In Development

Appendix "A" to Report PED23095

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Table 5: Action Item Update: Revitalizing Priority Areas and Placemaking

Revitalizing Priority Areas and Placemaking - Action Item	Status
52 Study the short and mid-term pandemic impacts on the Hamilton office market.	In Development
53 Complete a study investigating retail trends in various commercial settings across the City.	In Development
54 Develop and implement a targeted marketing campaign for Hamilton's office market.	In Development
55 Develop and implement a program to retrofit and modernize underutilized storefront and office spaces (e.g. pop-ups).	Achieved - Ongoing
56 Explore the feasibility of a small business accelerator centre.	In Development
57 Conduct analysis and consultations regarding the potential implementation of the Small Business property tax subclass.	Achieved - Complete
58 Support and foster placemaking projects (including the delivery and evaluation of the Placemaking Grant Pilot Program and encouragement of pedestrianization and open street initiatives).	Achieved - Ongoing
59 Transition the operating and capital obligations of the City's Entertainment Assets to Hamilton Urban Precinct Entertainment Group and facilitate the private sector's renovation/redevelopment of the Downtown Entertainment Precinct.	Achieved - Complete
60 Re-envision the existing Hamilton LEEDing the Way Community Improvement Plan to better incentivize environmentally sustainable development and investments.	Initiating
61 Review and update the Environmental Remediation and Site Enhancement (ERASE) Community Improvement Plan.	In Development
62 Revise incentive programs to support the achievement of climate change targets (i.e. supporting the depaving of parking lots to green space, supporting charging stations).	Achieved - Complete
63 Update all Commercial Market Assessments for individual Business Improvement Areas.	In Development
64 Promote and establish the West Hamilton Innovation District / McMaster Innovation Park as a global leader innovation, commercialization for Life Sciences, Biomanufacturing, and advanced manufacturing.	In Development

Appendix "A" to Report PED23095
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Table 6 Action Item Update: Building Transformational Projects

Building Transformational Projects - Action Item	Status
65 Complete feasibility study on how to leverage economic potential of waterfalls and adjacent natural amenities with consideration to environmental and neighbourhood impacts.	Initiating
66 Create landmarks and enhance prominent public places and facilities across the City through the use of design competitions and integrated art (e.g. Copps Pier).	Achieved - Ongoing
67 Prepare a strategy to re-develop City-owned assets with the objective of creating shovel-ready projects for the purposes of affordable housing.	In Development
68 Implement the Bayfront Strategy.	Achieved - Ongoing
69 Complete Dickenson Road trunk sewer to the Airport Employment Growth District.	In Development
70 Complete Dartnall Road extension to Dickenson Road.	In Development
71 Prepare and execute a Master Development Agreement for the City-owned Barton-Tiffany Lands, with the intention of creating a film studio hub.	In Development
72 Execute the West Harbour Re-Development Plan on the City-owned lands transforming the area into a recreational, commercial and residential waterfront destination.	In Development
73 Explore and implement decarbonization initiatives with local industry.	In Development
74 Promote Hamilton's District Energy Systems to major construction projects as a climate change benefit and as a low carbon alternative to traditional energy systems.	In Development
75 Encourage new development within the Airport and AEGD to incorporate District Energy Systems to reduce environmental impacts.	In Development
76 Support private and public sector efforts to further start-up business development including attracting and supporting expansion of research facilities.	In Development
77 Collaborate with Metrolinx, the impacted BIAs, and the Hamilton Chamber of Commerce on strategies and tactics to mitigate negative impacts of construction and maximizing the economic uplift benefits of the LRT investment.	Initiating



2021-2025 ECONOMIC DEVELOPMENT ACTION PLAN

The 2021-2025 EDAP



- The 2021-2025 EDAP was approved by Hamilton City Council on October 27, 2021
- The EDAP was informed by extensive stakeholder consultation, research, surveys.
- Priorities and actions within the EDAP were developed to promote equity, diversity and inclusion as well as incorporating climate change initiatives

Stakeholder Engagement

City of Hamilton
COVID-19 Business
Impact Survey (2020)
– 1000+ respondents



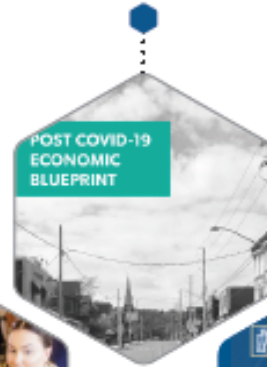
Vital Signs
2021 Report



2021-2025 EDAP
Stakeholder
Engagement (2020)
– 100+ respondents



Hamilton
Chamber of
Commerce
Policy document



Just Recovery
Policy Paper



Mayor's
Taskforce
for Economic
Recovery Report



City of Hamilton Business
Impact & Workforce Needs
Survey (2021) –
1500+ respondents



Internal City
Department
Engagement



2019 Our Future
Hamilton Summit
(Economic Prosperity)
300+ participants



Hamilton Key Industry
Sector Outreach
(2020-2021) –
100+ participants



Invest Hamilton
Partnership
Engagement
calls



Six Priorities



- ▶ **FACILITATING A SKILLED AND ADAPTABLE WORKFORCE**
- ▶ **ENHANCING DIGITAL INFRASTRUCTURE AND SERVICES**
- ▶ **GROWING BUSINESS AND INVESTMENTS**
- ▶ **MOVING GOODS AND PEOPLE**
- ▶ **REVITALIZING PRIORITY AREAS AND PLACEMAKING**
- ▶ **BUILDING TRANSFORMATIONAL PROJECTS**

Scorecard – Action Items

EDAP Priority Area	Action Items Completed in 2021	Action Items Completed in 2022	Action Items in Development as of 2022	Action Items Not Yet Started as of 2022
Skilled and Adaptable Workforce	3	1	6	2
Enhancing Digital Infrastructure & Services	1	4	6	2
Growing Business and Investment	1	4	14	3
Moving Goods and People	1	3	9	3
Revitalizing Priority Areas and Placemaking	3	2	7	3
Building Transformational Projects	1	1	10	2
All EDAP Actions	10	15	40	12

Select Actions Completed in 2022

- ✓ Review the CityLAB Program for the purposes of potential continuation and expansion
- ✓ Expansion of Digital Main Street partnerships to support the growth
- ✓ Initiate and implement an updated Advanced Manufacturing Sector Strategy - including Aerospace, Electrical and Autonomous vehicle opportunities
- ✓ Finalize the Truck Route Master Plan
- ✓ Conduct analysis and consultations regarding the potential implementation of the Small Business Property Tax Subclass
- ✓ Implement the Bayfront Strategy



STRETCH TARGET UPDATES

ST1: Add seven million square feet of new Industrial/Commercial space

2021 Square Footage 2.683M

2022 Square Footage 1.094M

**Square Footage to Date:
3,778,742**

Status:

Trending Ahead of Target

ST2: Generate a total of \$2.5 billion in Industrial/Commercial construction value

2021 Construction Value \$717.2M

2022 Construction Value \$326.1M

Value to date: \$1,043,393,539

Status:
On Target

ST3: Increase new gross Commercial/Industrial assessment by 1.5 % per year

2021 Assessment: 3.2% increase: \$204 million

2022 Assessment: 3.4% increase: \$284.5 million

Status:

Trending Ahead of target

ST4: Triple the municipal tax assessment on the Stelco lands

In 2022, Stelco's property at 386 Wilcox St., now under Slate Asset Management's ownership, was assessed at \$42,270,000 – no change from 2021



Status:
Behind Target

ST5: Increase Hamilton's shovel-ready land supply by 500 acres

Approximately 91 acres of shovel ready lands were absorbed in 2021 and 2022.

No new shovel ready lands were added in 2022, however this trend is expected to change in 2023.

Status:
Behind Target

ST6: Increase immigration to Hamilton by 25% by 2025 (2019 IRCC reported immigration admissions for Hamilton as the baseline)

2019 Immigration to Hamilton
3,425

2020 Immigration to Hamilton
2,185

2021 Immigration to Hamilton
5,405

**2022 Immigration to Hamilton
4,860**



Status:

Achieved (Ongoing)

ST7: Create and maintain a list of 1,000 living wage employers in Hamilton

623 Employers have self-identified as living wage employers through the Annual Employer One Survey.

Vetting of the employers will commence in 2023 in collaboration with the Hamilton Roundtable for Poverty Reduction will begin in 2023.

Status:
On target

ST8: Achieve an average ground-floor commercial storefront occupancy of 90% across the Business Improvement Areas

2021 Occupancy Avg. 93.2%

2022 Occupancy Avg. 89.3%



Status:

Trending Behind Target

**ST9: Reduce downtown office vacancy rate to pre-pandemic levels
 (2019 benchmark)**

Year	Vacancy Rate
2019	11.9%
2020	12.5%
2021	12.9%
2022	13.3%

Status:
Behind Target

ST10: Invest a minimum of \$1 million in tourism development from the MAT program

In 2023, Council approved a by-law to initiate collection of the Municipal Accommodation Tax.

The 2023 EDAP Update will provide initial results from this program.



**Status:
To Be Determined**

ST11: Attract five major events that generate a total combined economic impact of at least \$50 million

7 major events attracted within the scope of the 2021-2025 EDAP

Realized economic impact from 4 events held in 2021-22:
\$21,000,000



Status:
On Target

ST12: Increase HSR ridership to pre-pandemic ridership levels by 2023

2019 Revenue Generating Rides: 21,659,817

2021 Revenue Generating Rides: 9,972,964
(46% of benchmark)

2022 Revenue Generating Rides: 15,216,234
(70% of benchmark)

Status:

Trending to Target

ST13: Generate \$1 million in direct City revenue from film production activity within Hamilton

2021 Revenue: \$957,408

2022 Revenue: \$721,207

Total Revenue: \$1,678,615



Status:

Achieved (Ongoing)

Scorecard – Stretch Targets

Stretch Target	2022 Update	Current Status
1. Add seven million square feet of new Industrial/Commercial space	3,778,742 square feet added in 2021-22	Trending Ahead of Target
2. Generate a total of \$2.5 billion in Industrial/Commercial construction value	\$1,043,393,539 generated in 2021-22	On target
3. Increase new gross commercial/industrial assessment by 1.5 % per year	3.4% increase in assessment in 2022 (\$284.5 million)	Trending Ahead of Target
4. Triple the municipal tax assessment on the Stelco lands	2022 assessment: \$42,270,000	Behind Target
5. Increase Hamilton’s shovel-ready land supply by 500 acres	2020 shovel-ready supply: 637.5 Acres 2022 shovel-ready supply: 546.85 Acres	Behind Target
6. Increase immigration to Hamilton by 25% by 2025 (2019 IRCC reported immigration admissions for Hamilton as the baseline)	9,935 immigrants to Hamilton in 2021-22 A 38.8% average increase on the 2019 benchmark	Achieved - Ongoing
7. Create and maintain a list of 1,000 living wage employers in Hamilton	623 self-identified living wage employers identified in 2021-22	On target

Scorecard – Stretch Targets

Stretch Target	2022 Update	Current Status
8. Achieve an average ground-floor commercial storefront occupancy of 90% across the Business Improvement Areas	BIA Occupancy: 89.3%	Behind Target
9. Reduce downtown office vacancy rate to pre-pandemic levels (2019 as benchmark)	2022 Vacancy Rate: 13.3% (1.4% above the 2019 rate)	Trending Behind Target
10. Invest a minimum of \$1 million in tourism development from the Municipal Accommodation Tax program	MAT Collection Initiated on January 1, 2023	TBD
11. Attract five major events that generate a total combined economic impact of at least \$50 million	7 major events attracted Realized economic impact from events in 2021-22: \$21,000,000	On target
12. Increase transit ridership to pre-pandemic ridership levels by 2023	2022 ridership (revenue rides): 15,216,234 – 70.3% of 2019 benchmark	Trending to Target
13. Generate \$1 million in direct City revenue from film production activity within Hamilton	\$1,678,615 in revenue generated in 2021-22	Achieved - Ongoing

Next Steps


Hamilton

2021-2025

ECONOMIC DEVELOPMENT
ACTION PLAN



**LIGHT RAIL TRANSIT SUB-COMMITTEE
REPORT 23-002**

10:00 a.m.
Friday, June 2, 2023
Council Chambers
Hamilton City Hall
71 Main Street West

Present: Mayor A. Horwath, Councillors M. Wilson (Chair), N. Nann (Vice-Chair) C. Cassar, J.P. Danko, M. Francis, T. Hwang and C. Kroetsch

THE LIGHT RAIL TRANSIT SUB-COMMITTEE PRESENTS REPORT 23-002 AND RESPECTFULLY RECOMMENDS:

1. Hamilton Light Rail Transit (LRT) Governance Frameworks and Design Update (PED23139) (City Wide) (Item 8.1)

That Report PED21139, respecting Hamilton Light Rail Transit (LRT) Governance Frameworks and Design Update, be received.

2. Hamilton Light Rail Transit (LRT) Agreements Update (PED23150) (City Wide) (Item 9.1)

That Report PED23150, respecting Hamilton Light Rail Transit (LRT) Agreements Update, be received.

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 2)

The Committee Clerk advised of the following changes to the agenda.

6. DELEGATION REQUESTS

- 6.1 Emily Power respecting Justice for Tenants Displaced by Metrolinx Building Demolitions and the Need for Affordable Housing (for today's meeting)

- 6.2 Sara Mayo respecting Keeping LRT on track to bring benefits to low income residents: 'Pro-Poor Growth' framework and indicators (for today's meeting)

7. DELEGATIONS

- 7.1 Mohammed Alshalalfeh and Karl Andrus, Hamilton Community Benefits Network (HCBN), respecting HCBN's Community Engagement Findings on Resident Aspirations and Wants for Community Benefits Related to the Project – Moved to Presentations - Item 8.2
- 7.2 Sam Nabi, Hamilton Community Benefits Network respecting Recommendations for the Preservation and Creation of Affordable Housing in Hamilton's B-Line LRT Corridor - Moved to Presentations - Item 8.3

CHANGE TO THE ORDER OF ITEMS:

8. PRESENTATIONS

- 8.4 Update from Metrolinx

This agenda item is to be moved up on the agenda to be considered following Item 4.1 Approval of the Minutes of the Previous meeting.

The agenda for the June 2, 2023 Light Rail Transit Sub-Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 3)

Councillor M. Wilson declared non-disqualifying interest to Item 8.2, respecting Mohammed Alshalalfeh and Karl Andrus, Hamilton Community Benefits Network (HCBN), respecting HCBN's Community Engagement Findings on Resident Aspirations and Wants for Community Benefits Related to the Project, and Item 8.3 respecting Sam Nabi, Hamilton Community Benefits Network respecting Recommendations for the Preservation and Creation of Affordable Housing in Hamilton's B-Line LRT Corridor, as her husband is the President and CEO of the Hamilton Community Foundation (HCF) and HCF is a contributing funder to the charity which is the Hamilton Community Benefits Network.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)

(i) March 31, 2023 (Item 4.1)

The Minutes of the March 31, 2023 meeting of the Light Rail Transit Sub-Committee were approved, as presented.

(d) DELEGATION REQUESTS (Item 6)

The following Delegation Requests, were approved for a today's meeting:

- (i) Emily Power respecting Justice for Tenants Displaced by Metrolinx Building Demolitions and the Need for Affordable Housing (Item 6.1)
- (ii) Sara Mayo, Social Planning and Research Council of Hamilton respecting LRT Benefits to Low Income Residents (Item 6.2)

(e) DELEGATIONS (Item 7)

The following delegations addressed the Committee:

- (i) Emily Power respecting Justice for Tenants Displaced by Metrolinx Building Demolitions and the Need for Affordable Housing (Item 7.1)
- (ii) Sara Mayo, Social Planning and Research Council of Hamilton respecting LRT Benefits to Low Income Residents (Item 7.2)

The following Delegations, were received:

- (i) Emily Power respecting Justice for Tenants Displaced by Metrolinx Building Demolitions and the Need for Affordable Housing
- (ii) Sara Mayo, Social Planning and Research Council of Hamilton respecting LRT Benefits to Low Income Residents

(f) PRESENTATIONS (Item 8)

(i) Hamilton Light Rail Transit (LRT) Governance Frameworks and Design Update (PED23139) (City Wide) (Item 8.1)

Abdul Shaikh, Director of the Hamilton Light Rail Transit addressed the Committee respecting Report PED23139, Hamilton Light Rail Transit (LRT) Governance Frameworks and Design Update, with the aid of a PowerPoint presentation.

The Presentation from Abdul Shaikh, Director of Hamilton Light Rail Transit respecting Hamilton Light Rail Transit (LRT) Governance Frameworks and Design Update, was received.

(ii) Mohammed Alshalalfeh and Karl Andrus, Hamilton Community Benefits Network (HCBN), respecting HCBN's Community Engagement Findings on Resident Aspirations and Wants for Community Benefits Related to the Project (Item 8.2)

Mohammed Alshalalfeh and Karl Andrus, Hamilton Community Benefits Network (HCBN), addressed the Committee respecting HCBN's Community Engagement Findings on Resident Aspirations and Wants for Community Benefits Related to the Project, with the aid of a PowerPoint presentation.

The presentation from Mohammed Alshalalfeh and Karl Andrus, Hamilton Community Benefits Network (HCBN), respecting HCBN's Community Engagement Findings on Resident Aspirations and Wants for Community Benefits Related to the Project, was received.

(iii) Sam Nabi, Hamilton Community Benefits Network respecting Recommendations for the Preservation and Creation of Affordable Housing in Hamilton's B-Line LRT Corridor (Item 8.3)

Sam Nabi, Hamilton Community Benefits Network, addressed the Committee respecting Recommendations for the Preservation and Creation of Affordable Housing in Hamilton's B-Line LRT Corridor, with the aid of a PowerPoint presentation.

The presentation from Sam Nabi, Hamilton Community Benefits Network, respecting Recommendations for the Preservation and Creation of Affordable Housing in Hamilton's B-Line LRT Corridor, was received.

(iv) Update from Metrolinx (Item 8.4)

Jason Fellen, Vice President, Hamilton Light Rail Transit and Karla Avis-Birch, Chief Planning Officer, Planning and Development, Metrolinx, addressed the Committee respecting an update from Metrolinx on the Hamilton Light Rail Transit project, with the aid of a PowerPoint presentation.

The presentation from Jason Fellen, Vice President Hamilton Light Rail Transit and Karla Avis-Birch, Chief Planning Officer, Planning and Development, Metrolinx respecting an update from Metrolinx on the Hamilton Light Rail Transit project, was received.

(g) MOTIONS (Item 12)

- (i) That City staff be directed report back to the Light Rail Transit Sub-Committee with respect to how the Metrolinx Community Benefits approach could best reflect and respond to the recommendations made in the presentations by the Hamilton Community Benefits Network at the Light Rail Transit Sub-Committee meeting on June 2, 2023, including the potential to strike a community benefits working group.

(h) GENERAL INFORMATION / OTHER BUSINESS (Item 14)**(i) Amendments to the Outstanding Business List (Item 14.1)**

The following amendment to the Light Rail Transit Sub-Committee's Outstanding Business List, was approved:

- (1) Items Considered Complete and Needing to be Removed (Item 14.1(a)):
 - (i) Hamilton Light Rail Transit (LRT) Project Update Addressed as Item 8.1 (PED21139) (today's agenda) (Item 14.1(a)(a))
Item on OBL: C

(i) ADJOURNMENT (Item 15)

That there being no further business, the meeting adjourned at 1:15 p.m.


Respectfully submitted,

Councillor M. Wilson, Chair,
Light Rail Transit Sub-Committee

Carrie McIntosh
Legislative Coordinator
Office of the City Clerk



INFORMATION REPORT

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Equity in the Emergency Plan (HSC23024) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Connie Verhaeghe (905) 546-2424 Ext. 6038
SUBMITTED BY:	David Cunliffe Chief, Hamilton Fire Department Healthy and Safe Communities Department
SIGNATURE:	

COUNCIL DIRECTION

At a Special GIC on January 12, 2023, Council approved the following motion:

“That staff be directed to identify an approach to integrate equity into the Emergency Plans to ensure residents made vulnerable or disproportionately impacted by social determinants of health are included and report back to the General Issues Committee with any resource implications.”

INFORMATION

Emergency events can occur at any time, any place and could disproportionality leave citizens vulnerable. Circumstances that may create barriers to equity in emergency planning and response are not limited to age, physical, mental, emotional or cognitive status, culture, ethnicity, religion, language, citizenship or socioeconomic status. Generally, anyone who does not have the means to meet their needs during an emergency can become vulnerable. Hence, the reference to vulnerable populations in this report is any resident who have been identified as vulnerable or disproportionately impacted by social determinants of health and are further impacted by the emergency or residents who become vulnerable or disproportionately impacted by social determinants of health, as a result of the emergency.

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SUBJECT: Equity in the Emergency Plan (HSC23024) (City Wide) - Page 2 of 5

In response to this motion, the City's Emergency Management staff have taken the following actions:

1. Reviewed the City's Emergency Response Plan to ensure an integrated approach to equity was identified in the Plan. As a result of this review, the Incident Action Plan template and the Emergency Operations Centre Management Team Agenda were revised as attached in Appendix A. The changes to the Agenda will ensure that at every Emergency Operations Centre Management Team meeting, members of the Emergency Operations Centre Management Team will discuss the impact of the emergency on vulnerable populations. The changes to the Incident Action Plan template will ensure actions are documented to mitigate the impact of the emergency on vulnerable populations.
2. An environmental scan of other municipalities (Halton, Peel, Toronto, York and London) was completed to determine their approach to equity in their emergency plans. All municipalities surveyed identified that the inclusion of equity was a function of their Emergency Social Services program. These municipalities/regions have a dedicated Emergency Social Service program that addresses social service needs of those impacted by an emergency. Their focus is on the vulnerable populations and those who become impacted by the emergency. In Hamilton, the Emergency Social Services Branch is located in the Operations Section of the Incident Management System organizational chart. The Emergency Social Services Branch connects with Emergency Social Services Control Group who provide emergency social services to those impacted by the emergency. This includes vulnerable populations. As a result of this review, the Incident Management System organizational chart (Level 1 and Level 2) was updated to add an Emergency Social Services Branch / Vulnerable Sector Liaison. The Vulnerable Sector Liaison will be activated through the Emergency Social Services Branch or through the Emergency Social Services Control Group if activated (see Appendix "A").
3. Consulted with Public Health Services and the Director of the Emergency Social Services Control Group: Discussed the Social Determinants of Health with the Emergency Coordinator from Public Health Services. Public Health Services has done a vulnerable population assessment based on the City's previous Hazard Identification Risk Assessment. The outcome of this assessment is the development of a list of considerations (i.e. needs assessment and public messaging) to help inform emergency response actions by Public Health Services.

In consultation with the Director of the Emergency Social Services Control Group, the approach to emergency will include a focus on vulnerable populations. During the activation of the Emergency Social Services Control

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SUBJECT: Equity in the Emergency Plan (HSC23024) (City Wide) - Page 3 of 5

Group a dedicated resource, the Vulnerable Sector Liaison will address the issue of vulnerable populations and those who become vulnerable due to the emergency.

4. Consulted with the Departmental Leadership Team from Healthy and Safe Communities. The discussion focused on the provisions of services to vulnerable populations including those made vulnerable by the Social Determinants of Health including our Indigenous populations and those impacted by Climate Change. It was noted that a very thorough review was completed by the Vaccine Readiness Network post-COVID during their recovery phase/debrief. Their report titled “Equitable Vaccine Delivery in Hamilton: Lessons Learned from the Vaccine Readiness Network” focuses on the successes, challenges and lessons learned through the delivery of vaccine services to the community during the COVID-19 pandemic. The report informs and strengthens the ongoing and future relationships between community and health systems partners. Lessons learned in this document will serve as a guide to strengthen emergency response strategies for vulnerable populations including those made vulnerable by the Social Determinants of Health. Other documents such as the policy papers from “Just Recovery Hamilton” highlights identified needs, disparities and gaps in opportunity. These policy papers will serve as a resource to guide the ongoing discussion of meeting the needs of the vulnerable populations and those impacted by the Social Determinants of Health during an emergency.

There is also work being done by the Office of Climate Change Initiatives on support to vulnerable populations during extreme weather events.

5. Consulted with Senior Leadership Team who provided advice consistent with the actions taken above.

BACKGROUND HISTORY

The Legislative Authority governing emergency response in Ontario is the *Emergency Management and Civil Protection Act, 1990* (the Act) and the Ontario Regulation 380/04. The Act defines an ‘emergency’ as a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, disease or health risk, an accident or an act whether intentional or otherwise. In Ontario, the Act also establishes the legislative framework under which municipalities respond to emergencies by delivering emergency social services.

The Act ensures that each municipality has an emergency management program in place. This includes a program coordinator, a program committee, an emergency plan, training, education and an Emergency Control Group to respond to emergencies. In the City of Hamilton, the Emergency Control Group Management Team is responsible for a

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SUBJECT: Equity in the Emergency Plan (HSC23024) (City Wide) - Page 4 of 5

response to an emergency. Using the Incident Management System as a chart of response, the Operations Section is responsible for ensuring response goals are met.

The Operations Section is comprised of response agencies such as the Hamilton Fire Department, Hamilton Paramedic Services, Hamilton Police Services, Public Works, Public Health etc. The Operations Section also has a branch called the Emergency Social Services Branch. If required, the Emergency Social Services Branch may activate a group called the Emergency Social Services Control Group. The Emergency Social Services Control Group is comprised of City employees who are responsible for those who have been identified as vulnerable or disproportionately impacted by social determinants of health and are further impacted by the emergency or residents who become vulnerable or disproportionately impacted by social determinants of health, as a result of the emergency. The connection of the Emergency Social Services Branch to the Emergency Social Services Control Group was not clearly identified in the Emergency Plan. Hence the Incident Management System response chart used by the Emergency Operations Centre Management Team was revised to include the connection of the Emergency Social Services Branch to the Emergency Social Services Control Group as reflected in Appendix A.

Emergency social services are defined as the provision of food, lodging, clothing, personal services and registration and identification. Emergency social services can also consist of the delivery of other specialized services such as animal care, financial assessment, culturally-specific and language services (i.e. translations) and infection and prevention control.

Although emergency social services are delivered by the Emergency Social Services Control Group, they can also be delivered through partnerships with first responders, non-governmental organizations (e.g. Red Cross, Salvation Army, The Good Shepherd Centre) and City departments such as Public Health Services and Animal Services.

There are several ways to deliver emergency social services to those affected and in need. It's important to note that there may be incidents where different points of contact are made depending on the emergency, the population impacted and the evolution of the emergency (i.e. affecting a growing number of people over a period of time). The Emergency Social Services Branch will consider the nature and scale of the incident, preparedness of households, the vulnerability of those affected, the anticipated level of displacement and proximity to community resources. For those not displaced, emergency social services may be provided through a door-to-door response particular in congregate settings. A door-to-door response may support the identification of vulnerable populations and/or those who require additional supports to sustain their safety and well-being while remaining at home. A door-to-door response was initiated in 2019 when the boiler system failed at a congregate setting leaving residents with no heat. Staff initiated door-to-door wellness checks to ensure residents had resources to sustain themselves until urgent repairs were completed.

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SUBJECT: Equity in the Emergency Plan (HSC23024) (City Wide) - Page 5 of 5

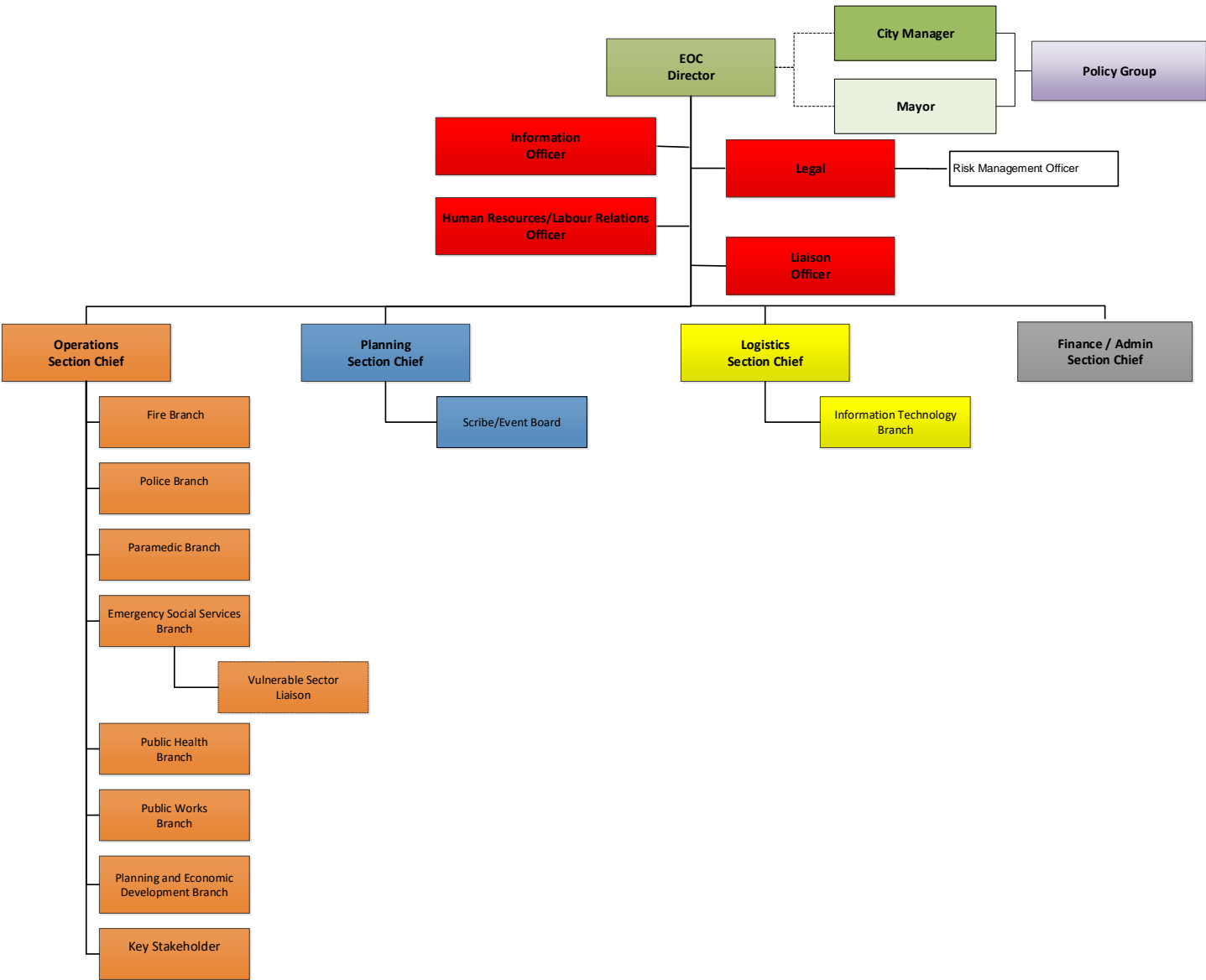
For those displaced from their home, emergency social services could be provided through a temporary location such as an evacuation centre. The City has designated several facilities to be used as evacuation centres. The evacuation centre may be used to receive people after an evacuation. As a base of operations for emergency social services delivery, the evacuation centre serves as a source of public information and a resource centre over the course of the emergency until evacuees can return home or find appropriate lodging. The objective within an evacuation centre is to meet the immediate needs of those displaced, hence social services provided are dependent on those needs.

The City of Hamilton Emergency Plan outlines the roles and responsibilities of the Emergency Control Group Management Team during an emergency. It is a collaborative effort together with internal and external stakeholders to provide a response to people affected by an emergency in Hamilton. The Plan also outlines a service delivery framework for the provision of emergency social services to meet the needs of people during and following an emergency until they can re-establish themselves. It is the best efforts of everyone involved in an emergency to be prepared and manage the needs of those who become vulnerable during an emergency. We cannot stop natural disasters, but we can arm ourselves with preparedness and mitigation strategies in the hopes of a better outcome.

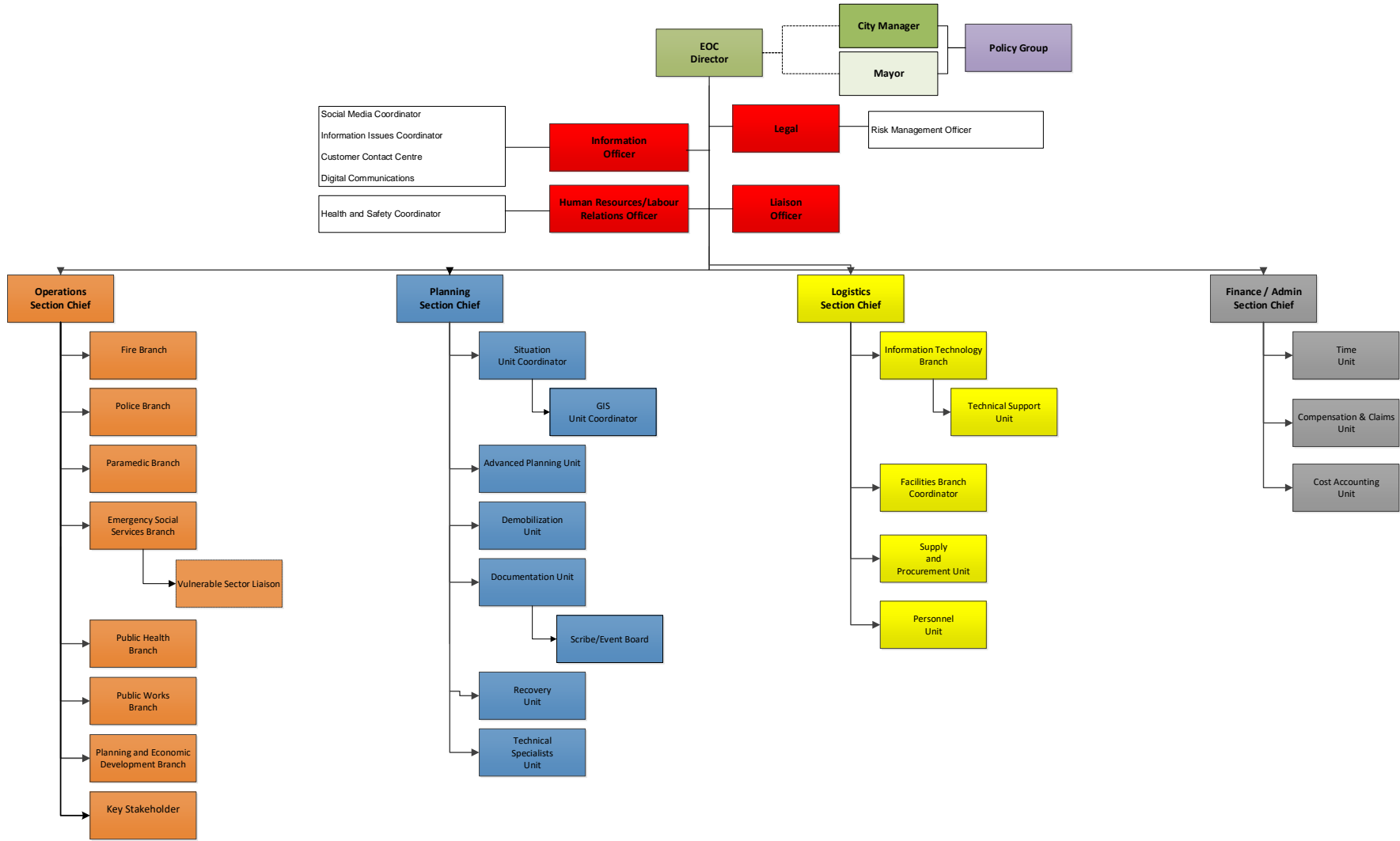
APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report HSC23024: Incident Management System Chart – Level 1
and Level 2
Incident Action Plan
Emergency Control Group Management Team
Agenda

CITY OF HAMILTON EOC IMS ORGANIZATIONAL CHART LEVEL 1 – REVISED: MAY 2023 WITH VULNERABLE SECTOR LIAISON



CITY OF HAMILTON EOC IMS ORGANIZATIONAL CHART LEVEL 2 – REVISED: MAY 2023 WITH VULNERABLE SECTOR LIAISON



EOC Action Plan

Incident/Event Name:		
Date Prepared (dd/mm/yyyy):	Time Prepared (24 Hr.):	
Prepared for Operational Period No:	Start Date and Time:	End Date and Time:

Incident Summary – high level review of the incident

Objectives/Priorities: What high-level activities are necessary to complete during this next operational period?

	1	C/IC		
Related Tasks			Responsible	
Related Tasks			Responsible	
Related Tasks			Responsible	
Related Tasks			Responsible	
Related Tasks			Responsible	

EOC Action Plan

6		C/IC		
Related Tasks			Responsible	

7		C/IC		
Related Tasks			Responsible	

Are there any special considerations for those made vulnerable by the emergency?

Key Communication Messages (internal and external)

Prepared by:

Approved by: Planning Section Chief	Date/Time Approved:
--	----------------------------

Approved by: EOC Director	Date/Time Approved:
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Distribution: All EOC Personnel Departmental Operation Centres Other: _____

EOC Management Team Meeting Agenda

Incident/Event Name:	
Date Prepared (dd/mm/yyyy):	Time Prepared (24 Hr.)
Prepared for Operational Period No	Chaired By:

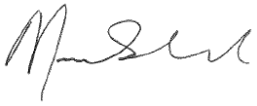
Agenda Items	Responsible Function
1. Review of previous EOC Action Plan - follow-up from last meeting	EOC Director & Planning Chief
2. Status Reports	All Functions
3. Key Communication Messages	Information Officer
4. Vulnerability Unit Considerations **	Operations Chief
5. Priorities and Objectives for Next Operational Period	All Functions
6. New/Other Business	EOC Director

Prepared By (Planning Chief):	Approved by (EOC Director):
--------------------------------------	------------------------------------

- Distribution:
- | | | |
|--|--|---|
| <input type="checkbox"/> EOC Director | <input type="checkbox"/> City Manager | <input type="checkbox"/> Liaison Officer |
| <input type="checkbox"/> Information Officer | <input type="checkbox"/> Operation Section Chief | <input type="checkbox"/> Planning Section Chief |
| <input type="checkbox"/> Logistics Section Chief | <input type="checkbox"/> Finance and Admin Section Chief | <input type="checkbox"/> HR/LR Officer |
| <input type="checkbox"/> Legal | <input type="checkbox"/> Other _____ | |



INFORMATION REPORT

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Accessibility Updates to the Temporary Outdoor Patio Program (PED23108) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Cristina Geissler (905) 546-2424 Ext. 2632
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	

COUNCIL DIRECTION

At the March 22, 2023 General Issues Committee (GIC) meeting, public delegate James Kemp presented recommendations for the Temporary Outdoor Patio Program, specifically for the on-street pedestrian by-pass structures. Following the delegation, Council directed the following:

- (a) That staff consult with the Advisory Committee for Persons with Disabilities (ACPD) at their next meeting and consider recommendations from delegate James Kemp as delivered at the March 22, 2023 General Issues Committee and other best practices.
- (b) That staff report back to the General Issues Committee with recommendations.

INFORMATION

Since the adoption of the temporary patio program, each year staff has made refinements to the program to reflect community and business feedback. In response to the March 2023 Council direction, staff met with the Advisory Committee of People with Disabilities (ACPD) on July 11, 2023 to discuss the recommendations presented by James Kemp. Staff also consulted with Pop Up Patios, which is a primary supplier of

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SUBJECT: Accessibility Updates to the Temporary Outdoor Patio Program (PED23108) (City Wide) - Page 2 of 5

on-street patios and bypasses in the City. Based on these discussions, staff's response to the delegate's recommendations is outlined below.

Issue 1 - Decking should follow the path of travel

The delegate had recommended that decking should follow the path of travel. The floor boards are currently placed horizontally to reinforce the structural strength of the patios (whether they be a patio or pedestrian by-pass). Vertical boards also pose a slipping hazard when wet or with wheels that can get caught in the grooves. For these reasons, staff is not proposing any changes to the decking.

Issue 2 – Remove ground obstructions for signage

In the 2022 season, signs to guide pedestrians of the path of travel for on-street pedestrian by-passes were secured with sandbags. The delegate expressed concerns that these posed a tripping hazard. Effective April 1, 2023 City of Hamilton has been attaching these signs directly to the patio structures, eliminating the need for any sandbags.

Before:



After:



Issue 3 - Clear path of travel markings

The delegate suggested that high contrast markings be provided to delineate the path of travel along the on-street pedestrian by-pass structures. In response to this recommendation, Effective April 1, 2023, reflective paint (yellow in colour) has been added to better delineate the on-street structures.

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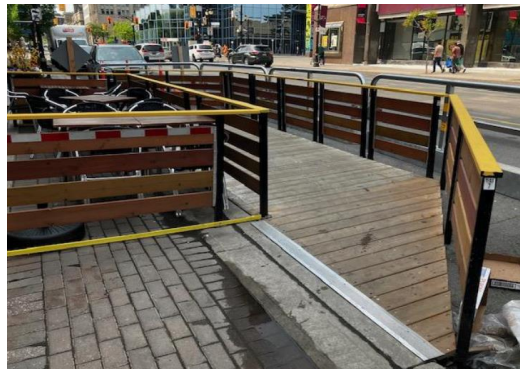
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SUBJECT: Accessibility Updates to the Temporary Outdoor Patio Program (PED23108) (City Wide) - Page 3 of 5

Before:

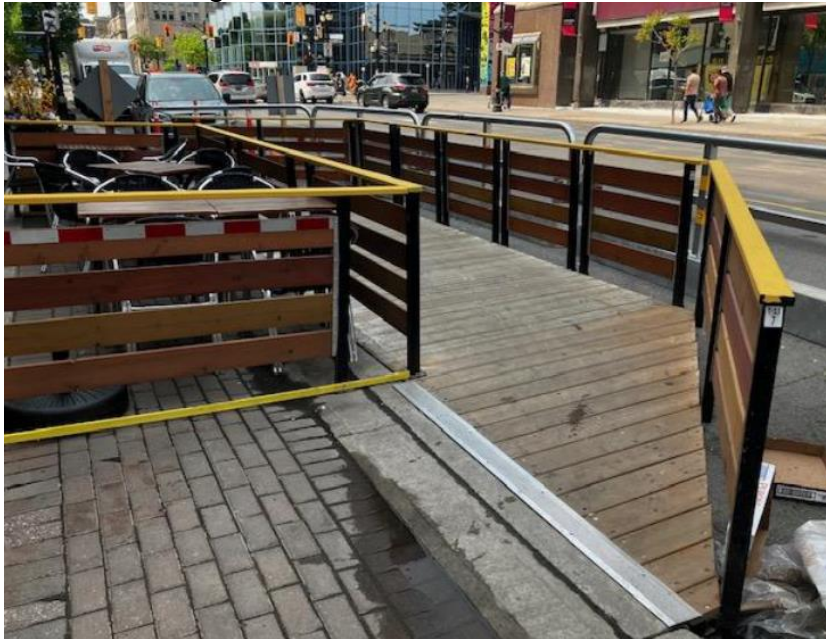


After:

**Issue 4 – Provide high contrast markings on handrails and barricades**

The delegate suggested high contrast markings be provided to delineate the handrails and barricades for people with visual disabilities. Effective April 1, 2023 reflective paint (yellow in colour) and stickers have been added on the rails and posts to better delineate the on-street structures.

Current markings:



**SUBJECT: Accessibility Updates to the Temporary Outdoor Patio Program
(PED23108) (City Wide) - Page 4 of 5**

Issue 5 – Elimination of transition strips

Transition metal pieces are required to fill gaps where sidewalk elevation or concrete conditions do not allow for a flush transition. Eliminating the metal transition piece would add a potential tripping hazard. These metal thresholds are used only in these circumstances, always trying, when possible, to make the transition flush with the sidewalk. These transitional metal pieces are a standard procedure used with other municipalities.

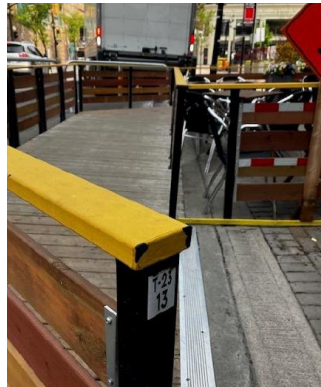
**Issue 6 – Retrofit handrails to end flush with structure**

Effective April 1, 2023 the railings that protrude have been adjusted to make them flush with the frame of the on-street structures.

Before:



After:



**SUBJECT: Accessibility Updates to the Temporary Outdoor Patio Program
(PED23108) (City Wide) - Page 5 of 5**

Additional Measures to Support Accessibility

As part of the 2023 Temporary Outdoor Patio Program, staff established the “Accessibility Addendum 2023 for Temporary Outdoor Patio Program” to better support the incorporation of accessibility measures by patio program applicants moving forward. This document outlines Accessibility for Ontarians with Disabilities Act (AODA) guidelines for designing their patios for accessibility, including:

- Ensure any barricades/boundaries (railings, planters, pylons, etc.) to identify the patio area are cane-detectable;
- Consider people using mobility devices when determining what type of furniture, you will set out in your patio area, and,
- Advertise whether you have accessible washrooms on your website.

As it is the responsibility of the business owner to comply with the Accessibility for Ontarians with Disabilities Act (AODA) at all times, this Addendum is included with the approved permit for the Temporary Outdoor Patio Program.

These recommendations have also been added to the city website where the public goes to apply for a Temporary Outdoor Patio Program permit.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PED23108 - Accessibility Addendum 2023 for TOP Program

CG/rb

Accessibility Addendum 2023 for TOP Program

Designing for Accessibility

Ensuring accessibility for the Temporary Outdoor Patio Program includes meeting requirements from the Accessibility for Ontarians with Disabilities Act (AODA), City of Hamilton accessibility requirements and accessibility criteria specific to the Temporary Outdoor Patio (TOP) program. All accessibility requirements are equally important and together they create a program that is accessible to all Hamiltonians.

Pedestrian Clearway

The pedestrian clearway is the most important area of the street for the safe, accessible and efficient movement of pedestrians. The sidewalk is how people and customers of all ages and abilities access local shops, restaurants, offices, transit stops and other services and pedestrians have the first priority for its use.

A minimum pedestrian clearway of 1.5m metres is required. The installation of sidewalk patios requires the operator to ensure the pedestrian clearway of 1.5 metres is protected.

AODA Compliance

It is the responsibility of the business owner to maintain compliance with the Accessibility for Ontarians with Disabilities Act (AODA) at all times. Please ensure your establishment adheres to the accessibility standards noted in the AODA, including:

- Do not allow your patio or customer queuing area to impede any existing barrier-free access or sidewalk clearance for people using mobility devices to your establishment or that of your neighbouring businesses; and,
- Ensure any barricades/boundaries (railings, planters, pylons, etc.) to identify the patio area are cane-detectable, to provide people with low or no vision a means of identifying boundaries.

Cane-detectable means that a person with low vision or no vision is finding their way on the sidewalk with a white-cane. Planters and/or fencing must have a solid base so a white-cane can be used to tap along the bottom of the element to determine where to safely walk.

If you do not maintain a minimum pedestrian clearway width of 1.5 metres, a City of Hamilton enforcement officer will require you to adjust your patio dimensions upon inspection. Patio operators that are the subject of AODA complaints may have a City of Hamilton enforcement officer investigate and follow up with the patio owner.

Appendix “A” to Report PED23108
Page 2 of 2**Patio Design Guidelines**

Patio operators can make several choices that will increase accessibility for all Hamiltonians in their patio areas. Please consider the following when making decisions about your patio elements:

- Consider people using mobility devices when determining what type of furniture you will set out in your patio area. For example, picnic tables significantly limit the ability for a person using a mobility device to access a surface on which to dine and are often the entire width of the curb lane closure therefore impeding movement;
- When determining seating arrangements in your patio area, install some tables with room underneath to accommodate people using mobility devices. Ensure that there are clear routes and maneuvering space for people using mobility devices;
- Picnic tables can limit accessibility. If your primary seating arrangement is picnic tables, ensure you have another table type available to accommodate people using a mobility device;
- Protruding objects with a small base can be particularly harmful. Be cautious with service stands, tables, umbrella bases and other pieces of furniture with tops that extend into the pedestrian clearway; and,
- Advertise whether you have accessible washrooms on your website.

It is the responsibility of the business owner to comply with the Accessibility for Ontarians with Disabilities Act (AODA) at all times.

<https://aoda.ca>



AIRPORT SUB-COMMITTEE REPORT 23-002

9:00 a.m.

Monday, June 26, 2023

DHL Express Service Point – Main Boardroom
65 East Cargo Road, Mount Hope, Ontario

Present: Councillors M. Tadeson (Co-Chair) and M. Spadafora (Co-Chair)
Councillors J. Beattie, C. Cassar, M. Francis, T. Hwang, T. McMeekin, and E. Pauls

THE AIRPORT SUB-COMMITTEE PRESENTS REPORT 23-002 AND RESPECTFULLY RECOMMENDS:

1. APPOINTMENT OF CO-CHAIR (Item 1)

That Councillor M. Spadafora be appointed as Co-Chair of the Airport Sub Committee on a rotating basis for the term of 2022-2026.

2. Committee Member Orientation Tour (Item 14.2)

That the training respecting the Committee Member Orientation Tour, be received and remain confidential.

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 2)

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

The agenda for the June 26, 2023 Airport Sub-Committee was approved, as presented.

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)

(i) April 27, 2023 (Item 4.1)

The Minutes of the April 27, 2023 meeting of the Airport Sub-Committee was approved, as presented.

(d) PRIVATE AND CONFIDENTIAL (Item 14)

Committee determined that discussion of Item 14.1 was not required in Closed Session; therefore, the matter was addressed in Open Session, as follows:

(i) Closed Session Minutes – April 27, 2023 (Item 14.1)

That the Airport Sub-Committee Closed Session Minutes of April 27, 2023, be approved and remain confidential.

Committee moved into Closed Session respecting Item 14.2, Pursuant to Sections 9.3, Sub-section (h) and 9.5 of the City's Procedural By-law 21-021, as amended, and Sections 239(2) and 239(3.1) of the *Ontario Municipal Act, 2001*, as amended, as the subject matter pertained to information explicitly supplied in confidence to the City or a local board by Canada, a province or territory or a Crown agency of any of them and as the meeting is being held for the purposes of educating or training members; and, at the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of Council or the Committee.

(ii) Committee Member Orientation Tour (Item 14.2)

For disposition of this matter, please refer to Item 2.

(e) ADJOURNMENT (Item 15)

There being no further business, the Airport Sub-Committee adjourned at 10:48 a.m.

Respectfully submitted,

Councillor Mike Spadafora
Co-Chair, Airport Sub-Committee

Matt Gauthier
Legislative Coordinator
Office of the City Clerk



Hamilton

BUSINESS IMPROVEMENT AREA SUB-COMMITTEE

REPORT 23-005

10:30 a.m.

Tuesday, May 9, 2023

Hamilton City Hall

71 Main Street West

Room 264

Present: Councillor Esther Pauls (Acting Chair)
Councillor Tammy Hwang
Chelsea Braley – Ottawa Street BIA
Alexa Chavez – Concession Street BIA
Tracy MacKinnon – Westdale Village BIA and Stoney Creek BIA
Kelsey Nydam – Dundas BIA
Heather Peter – Ancaster BIA
Nadine Ubl – Barton Village BIA
Emily Walsh – Downtown Hamilton BIA
Brendan Wetton – International Village BIA

**Absent with
Regrets:** Susie Braithwaite (Chair) – International Village BIA - Personal
Susan Pennie (Vice-Chair) – Waterdown BIA - Business
Councillor Maureen Wilson – City Business
Bettina Schormann – Locke Street BIA - Personal
Bender Chug – Main West Esplanade BIA - Personal
Michal Cybin – King West BIA – Personal

FOR INFORMATION:

(a) CHANGES TO THE AGENDA (Item 2)

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

The agenda for the May 9, 2023 Business Improvement Area Sub-Committee meeting was approved, as presented.

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)

(i) April 11, 2023 (Item 4.1)

The April 11, 2023 Minutes of the Business Improvement Area Sub-Committee was approved, as presented.

(d) PRESENTATIONS (Item 8)

(i) Review of Business Improvement Area Incentive Programs (Item 8.1)

Carlo Gorni, Coordinator, Urban Renewal Incentives, addressed the Committee with a presentation on a Review of Business Improvement Area Incentive Programs.

The presentation respecting a Review of Business Improvement Area Incentive Programs, was received.

(ii) Review of Hamilton Business Centre and Funding Programs available to Business Improvement Areas (Item 8.2)

Kristin Huigenbos, Business Development Officer, addressed the Committee with a presentation on a Review of Hamilton Business Centre and Funding Programs available to Business Improvement Areas.

The presentation respecting a Review of Hamilton Business Centre and Funding Programs available to Business Improvement Areas, was received.

(e) GENERAL INFORMATION/OTHER BUSINESS (Item 13)

(i) Verbal Update from Judy Lam, Manager, Urban Renewal (Item 13.1)

Judy Lam, Manager, Urban Renewal, addressed the Committee respecting updates on Commercial Districts and Small Business.

The verbal update respecting Commercial Districts and Small Business, was received.

(ii) Statements by Members (Item 13.2)

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

The updates from Committee Members, were received.

(f) ADJOURNMENT (Item 15)

There being no further business, the Business Improvement Area Sub-Committee was adjourned at 11:46 a.m.

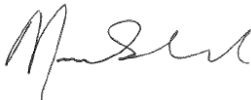

Respectfully submitted,

Councillor E. Pauls
Acting Chair,
Business Improvement Area Sub-
Committee

Tamara Bates
Legislative Coordinator
Office of the City Clerk



CITY OF HAMILTON
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
Economic Development Division

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13)
WARD(S) AFFECTED:	Ward 13
PREPARED BY:	Van Hua (905) 546-2424 Ext. 1751
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	
SUBMITTED BY:	Raymond Kessler Chief Corporate Real Estate Officer Planning and Economic Development Department
SIGNATURE:	

RECOMMENDATION

- (a) That the use of a portion of the City-owned property at 41 South Street West by the Dr Bob Kemp Hospice, toward the creation of a paediatric hospice be approved;
- (b) That staff be authorized and directed to negotiate requisite agreements and work with Dr Bob Kemp Hospice (DBKH) to achieve a site design that explores the feasibility of both a Paediatric Hospice and additional housing for seniors to be located at 41 South Street West, Dundas, and to evaluate the feasibility of an ambulance station also being located there;
- (c) That an allocation of up to \$100 K from Property Purchases and Sales Account No. 3561850200, to be used for joint site design work and site due diligence of 41 South Street West, Dundas, including but not limited to contributing toward shared

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SUBJECT: 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) - Page 2 of 6

costs of consultant(s) retained by Dr Bob Kemp Hospice for the site design work and site due diligence, be approved;

- (d) That staff report back to General Issues Committee by end of Q2 2024 on the outcome of the negotiations with Dr Bob Kemp Hospice (DBKH), potential site design options satisfactory to all parties, and the terms and conditions for further consideration and approval.

EXECUTIVE SUMMARY

This Report provides a strategic approach for the use of city-owned lands at 41 South Street West, Dundas (“Subject Site”). Since 2017, the rear portion of the Subject Site has been identified as surplus, with a development yet to be approved. Previous direction from Council includes using the rear lands for affordable housing purposes and more recently city staff have been directed by Council to consider incorporating other uses on the Subject Site. Working with multiple city divisions and keeping in mind the priority of municipal program needs, while accommodating other desirable services for the public, a recommendation to support Dr Bob Kemp Hospice (DBKH) usage and to simultaneously explore multiple uses is being brought forward. Looking at an expanded area within the Subject Site has increased the development potential, allowing progression towards building facilities to serve program needs such as housing for seniors, and potentially paramedic services, while continuing to support DBKH in their stated request for the site as a paediatric hospice.

Alternatives for Consideration – Not Applicable

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Up to a maximum of \$100 K be used towards joint site design and/or site due diligence.

Staffing: None.

Legal: None.

HISTORICAL BACKGROUND

On February 22, 2017, Council approved Report CM17003 that identified a portion of the Subject Site as surplus to the operational requirement of Wentworth Lodge.

On January 24, 2018 (in approving General Issues Committee (GIC) Report 18-002), a number of properties, including a portion of the Subject Site, were declared surplus for disposition for affordable housing purposes. Additionally, staff were authorized to

SUBJECT: 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) - Page 3 of 6

undertake suitable consultation with private, not-for-profit, and public organizations to determine appropriate consideration of the properties.

On August 12, 2019, GIC deferred consideration of a report entitled “Disposition Strategy – Portion of the Wentworth Lodge Lands (PED19138)” and on December 15, 2021, Council received the report.

The DBKH have approached the City with the objective of securing property on which to build a Paediatric Campus of Care and in January 2023 submitted a written request to explore the possibility of an acquisition of the rear lands (identified as Area 1 in Appendix “A” to PED23151) at the Subject Site.

GIC at its meeting of January 18, 2023 considered the following Motion, which was approved by Council at its meeting of January 25, 2023, with amendment.

- (a) That Dr Bob Kemp Hospice be granted permission to explore the possibility of acquiring the vacant surplus lands at 41 South St. W (rear) Dundas (the “Subject Site”), including conducting due diligence on the viability and development potential for the proposed “Campus of Care”, and be required to undertake public engagement and consultation toward the potential opportunity, all at its sole cost and expense;
- (b) That staff be directed to undertake the due diligence required to determine the feasibility of the proposed disposition of the Subject Site to the Dr Bob Kemp Hospice, including but not limited to valuation, tenure, land use, and maximization of site utilization;
- (c) That the General Manager, Planning and Economic Development Department or designate, acting on behalf of the City as property owner, be authorized to provide any consents, approvals, and notices that may be required for any due diligence activities conducted by Dr Bob Kemp Hospice;
- (d) That staff report back to the General Issues Committee with recommendations respecting a land disposition strategy for the Subject Site; and,
- (e) That as part of staff’s due diligence, they consult with Wentworth Lodge on their potential space or expansion needs, and that as part of the consideration of maximizing site utilization, they consider options or opportunities for including integrating other uses on the site.

SUBJECT: 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) - Page 4 of 6

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

In accordance with the city's Portfolio Management Strategy and City of Hamilton Sale of Land Policy, By-law 14-204, property no longer required for municipal programs is declared surplus by Council and disposed of in accordance with the Policy.

RELEVANT CONSULTATION

- Healthy and Safe Communities (Wentworth Lodge, Housing Services, Hamilton Paramedic Service);
- Planning and Economic Development (Economic Development);
- Financial Planning Administration;
- Legal Services; and,
- Portfolio Management Committee.

ANALYSIS AND RATIONALE FOR RECOMMENDATION

The Subject Site is 9.57 acres and is zoned Major Institutional (I3). The maximum building height, depending on the use, ranges from 32 ft to 59 ft. Wentworth Lodge, a long-term care facility owned and operated by the City of Hamilton sits on the northern portion of the property. Area 1, currently vacant land, is located at the southern end and is approximately 3.42 acres. Area 2, currently consisting of a parking lot and vacant land, is located in the centre portion of the property and is approximately 2 acres.

City staff have maintained regular dialogue with DBKH staff as they have been progressing with their due diligence on the viability and development potential for a Paediatric Campus of Care on the property. The proposal is for a two-storey building with 10 beds, space for grief and bereavement support services, day programs, play, gathering, dining, garden, clinical and therapy spaces. Additional information on DBKH and their proposal is provided in Appendix "B" to Report PED23151. To date, two public consultations hosted by DBKH for neighbouring residences have been held on February 6, 2023 and March 28, 2023. An Environmental Assessment, Archaeological Assessment, Arborist Assessment, and Civil Capacity Review are underway as well as overall preliminary site design, funded by DBKH. DBKH have expressed an interest for discussion of acquisition, when appropriate.

In continued due diligence toward establishing a disposition strategy for the site, notwithstanding that the rear portion was declared surplus in 2018 for affordable housing purposes, an internal re-circulation was completed in March 2023 and two potential municipal uses were identified for additional consideration.

Firstly, with the aging population on the rise and declared housing crisis, staff have identified an urgent need to develop more housing for seniors. In Hamilton, it is

SUBJECT: 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) - Page 5 of 6

projected that older adults 55+ will double in the next 20 years. Ward 13 has a significantly higher number of seniors in each five-year age bracket over 50 (e.g. 50-54, 55-59, 60-64...90-94) than the City of Hamilton overall and there is less rental housing (apartments in duplexes, buildings less than five stories and buildings greater than five stories) available in Dundas than the City overall. Older adults are living longer, and the goal is to support people with wrap around services to assist with “aging in place”. Given the proximity to Wentworth Lodge, one of the City’s two municipally operated long-term care homes, there is an opportunity to build units for independent senior residents on the vacant portions of the Subject Site. This would align with an “aging in place” concept for seniors, enabling transition to long-term care should this level of care and services be required to meet the care needs, as per the Fixing Long-Term Care Act (2021), while maintaining their community. This usage of land could in turn provide opportunity to create a small seniors’ campus of care, which are increasingly being developed in other municipalities as a best practice and to optimize quality of life for residents. Seniors’ Campus Continuums are models of care that seek to broaden and create ease of access to an array of services and housing options to meet growing health and social needs of aging populations. The expansion of housing types of the site improves the opportunity for “aging in place” whereby significant locational changes for residents are offset.

Secondly, the location of the property aligns with the Hamilton Paramedic Service Master Plan (HPSMP), which identified a need for five additional ambulance stations, each with at least two ambulance bays, crew quarters and staff parking over the next 10 years. This location is in one of the areas identified as being of an opportunity to improve current response time challenges and service performance gaps. Hamilton Paramedic Services has confirmed ability to co-locate with other program areas or projects, provided adequate physical space is available. The HPSMP was completed and approved by Council in 2022 and includes a facilities study in 2023. The study will assist with recommending station types and locations for optimal functioning and response time performance.

The Senior Administrator of Long Term Care and Chief of Hamilton Paramedic Service are supportive of the site usage by DBKH and have also identified potential for the property to serve an integrated purpose and function both as a campus of care operated by a third party provider and ambulance station. Combining Areas 1 and 2, gives a total of 5.42 acres, increasing the development potential and possibility of incorporating multiple uses on the Subject Site, achieving maximization of site utilization. With the HPSMP approved in 2022 and facility needs assessment underway, Hamilton Paramedic Service continue to explore alternate sites and would not want to prioritize usage of the site for a paramedic facility over usage by the hospice.

Additionally, this property fits with the review of city owned lands which is part of the Housing Sustainability and Investment Roadmap (HSIR) direction that was approved by

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SUBJECT: 41 South Street West, Dundas, Disposition Strategy (PED23151) (Ward 13) - Page 6 of 6

Council on April 26, 2023. Included in the year one program of work within HSIR, is a full assessment of city owned properties to identify the suitability of potential sites for affordable housing development. The above uses will be further explored through this direction.

ALTERNATIVES FOR CONSIDERATION – Not Applicable

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.

Healthy and Safe Communities

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

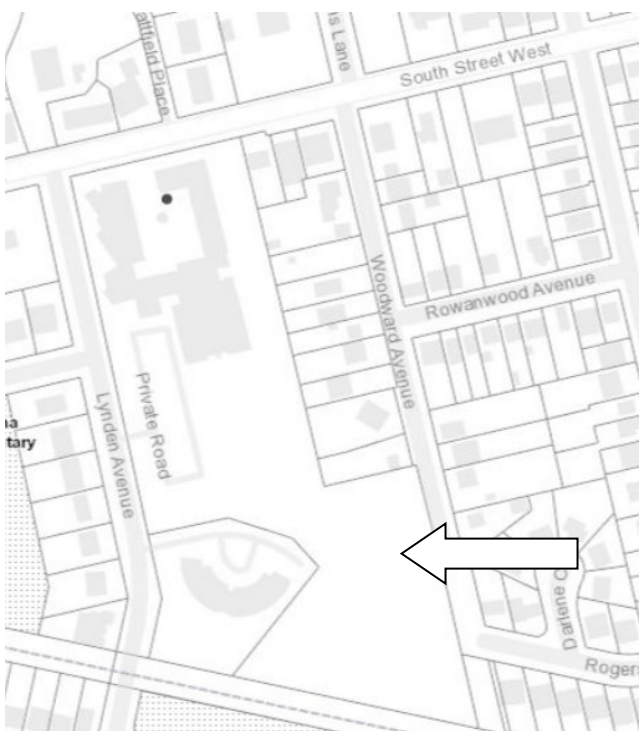
APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PED23151 – Location Map

Appendix “B” to Report PED23151 – Dr Bob Kemp Hospice, Additional Information



KEY MAP

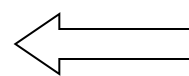


LOCATION PLAN

41 South Street West,
Dundas

CITY OF HAMILTON
Planning and Economic Development Department
Corporate Real Estate Office

LEGEND



SUBJECT SITE

SCALE
NOT TO SCALE

DATE
2023-06-21

**Appendix “B” to Report PED23151
Page 1 of 1****Dr. Bob Kemp Hospice, Additional Information**

Dr. Bob Kemp Hospice Foundation Inc. (DBKH) is a recognized leader in the provision of excellence in compassionate care, having operated 10 beds in the community for 15 years but whose service legacy spans three decades.

DBKH proposes to build a minimum 10-bed pediatric hospice in Hamilton, serving infants, children and youth with life limiting conditions and their families.

Hospice operations address an existing regional gap in services for children including standard of care offerings also provided by other provincial pediatric hospices such as:

- End-of life admissions
- Respite admissions (planned and urgent)
- Pain and symptom management admissions
- Day and outreach programming

The hospice will be operated by DBKH, with medical and other specialized support from McMaster Children’s Hospital. Other tertiary partnerships or relationships will be explored and considered as appropriate.

The proposed hospice will provide compassionate hospice palliative care services to a large, currently underserved population. McMaster’s service catchment is large and fast growing, currently 2.5 million Ontarians representing 500,000 infants, children, and youth. In other terms, this project will be impactful in over 29 ridings in the province.


At any given time at least 500 young people in this catchment could benefit from this hospice and related services. The Greater Hamilton region is one of the only communities in Canada which houses an elite pediatric hospital without corresponding pediatric specific hospice care.

Leading-edge work has taken place at McMaster Children’s Hospital and in the community during the past decade to develop a comprehensive pediatric palliative care service offering. In 2015, the hospital established the Quality of Life & Advanced Care program, the region’s specialist pediatric palliative care program. But still, even with this work, significant gaps remain. Children and families must often face an impossible decision, death in the home or in the hospital.

Both organizations have spent years in the planning and investment stage, and in the past year, trailblazing work has been undertaken in terms of governance and the pursuit of innovation, synergy, cost-efficiencies, and more equitable service to one of Ontario’s most vulnerable populations.



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

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b)) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Tran Trang (905) 546-2424 Ext. 6151
SUBMITTED BY:	Kirk Weaver Acting Director, Financial Planning, Administration and Policy Corporate Services Department
SIGNATURE:	

RECOMMENDATION(S)

- (a) That the projects listed in Appendix "A" to Report FCS21090(b), totalling \$35.860 M, be approved as the City of Hamilton's submission for consideration of the requested funding amount of \$12.910 M for the period from 2023 to 2033 in accordance with the terms and conditions associated with Infrastructure Canada's Disaster Mitigation and Adaptation Fund Intake Three;
- (b) That should the City's submission for the Disaster Mitigation and Adaptation Fund Intake Three program be approved by Infrastructure Canada, staff be directed to report back to the General Issues Committee to seek approval of a financing strategy, inclusive of future tax supported levy increases, for the City's portion of approximately \$22.950 M related to eligible project costs between 2023 to 2033, as outlined in Appendix "A" to Report FCS21090(b), in accordance with the terms and conditions associated with the Disaster Mitigation and Adaptation Fund Intake Three;
- (c) That the Mayor and City Clerk be authorized and directed to execute any funding agreement(s) and ancillary documents required for the City to receive funding for the projects listed in Appendix "A" to Report FCS21090(b), through Infrastructure Canada's Disaster Mitigation and Adaptation Fund Intake Three, in a form satisfactory to the City Solicitor;

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**SUBJECT: Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b))
(City Wide) – Page 2 of 5**

- (d) That copies of Report FCS21090(b), respecting the Disaster Mitigation and Adaptation Fund Intake Three, be forwarded to local Members of Parliament.

EXECUTIVE SUMMARY

In January 2023, the Minister of Intergovernmental Affairs, Infrastructure and Communities, announced that Infrastructure Canada is accepting applications for new projects through the Disaster Mitigation and Adaptation Fund.

As part of the Government of Canada Adaptation Action Plan, released alongside the National Adaptation Strategy (NAS) in November 2022, the Disaster Mitigation and Adaptation Fund received an additional \$489.1 M in funding. This additional funding, combined with the remaining program funding, makes more than \$1 B available for Disaster Mitigation and Adaptation Fund projects.

This funding will support projects that include new construction of public infrastructure or the modification or reinforcement of existing public infrastructure that help communities withstand natural disasters and climate-related risks. For municipal projects, Disaster Mitigation and Adaptation Fund will fund 40% of the eligible costs for approved projects, with the remaining costs to be funded by the municipality.

Eligible recipients for Disaster Mitigation and Adaptation Fund funding include municipalities, local governments, provinces or territories, public sector bodies, Indigenous organizations, not-for-profit, and for-profit organizations in partnership with other eligible applicants outside the private sector. Projects must have a minimum of \$1 M in total eligible costs to be considered eligible.

The recommendations in Report FCS21090(b) are to seek Council approval of the City's application for the Government of Canada's Disaster Mitigation and Adaptation Fund Intake Three. Over the past decade, almost every jurisdiction in Canada has experienced significant weather-related events or disasters triggered by natural hazards.

Staff proposes to submit applications in response to the Disaster Mitigation and Adaptation Fund Intake Three funding program for capital projects as identified in Appendix "A" to Report FCS21090(b). Projects are related to improvements of the City's wastewater and stormwater infrastructure to enhance levels of service during extreme events. The City's proposed Disaster Mitigation and Adaptation Fund Intake Three submission includes projects with total project costs of \$35.860 M, Infrastructure Canada Disaster Mitigation and Adaptation Fund share of 40% of \$12.910 M and City Share of 60% from rate capital budgets of \$22.950 M over the next 10 years. The summary of the proposed City projects for the Disaster Mitigation and Adaptation Fund submission is included in the Analysis and Rationale for Recommendation(s) section of Report FCS21090(b), beginning on page 4.

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**SUBJECT: Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b))
(City Wide) – Page 3 of 5**

The deadline for submission of applications is July 19, 2023 at 3:00 PM EDT. Approved projects must be substantially completed no later than December 31, 2032 to be eligible for funding. Project costs incurred prior to the Disaster Mitigation and Adaptation Fund project approval are not eligible for funding. Should some or all of the City's applications be approved, staff will report back with a financing strategy to fund the City's portion of the projects. All projects put forward have been included in the City's 10-year Rate Capital forecasts.

Alternatives for Consideration – Not Applicable

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: The potential funding contribution from the Disaster Mitigation and Adaptation Fund would enhance the City's ability to address built infrastructure such as Wastewater and Stormwater asset additions and enhancements. Total estimated project spending equates to \$35.860 M of which \$22.950 M is the City's share, cash flowed over a 10-year period.

All the proposed projects in Appendix "A" are currently in the City's 10-year Rate Capital forecasts with one project that is partially funded. Should this application be successful, staff will report back with a recommended financing strategy to accommodate the City's portion of these projects.

Staffing: There are no staffing implications associated with the recommendations in Report FCS21090(b).

Legal: The City will have to enter into a funding agreement to receive approved Disaster Mitigation and Adaptation Fund grants. The funding agreement will encompass the terms and conditions of the Disaster Mitigation and Adaptation Fund program.

HISTORICAL BACKGROUND

In 2018, the Government of Canada launched the Disaster Mitigation and Adaptation Fund committing \$2 B over 10 years to invest in structural and natural infrastructure projects to increase the resilience of communities that are impacted by natural disasters triggered by climate change. For this intake, the City of Hamilton was successful for the Extreme Storms – Shoreline Protection Resilience Project for eligible project costs of \$31.7 M with 40% federal government funding of \$12.7 M.

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**SUBJECT: Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b))
(City Wide) – Page 4 of 5**

In 2021, the Government of Canada announced an additional \$1.375 B in federal funding over 12 years allowing the opening of a new intake period for the Disaster Mitigation and Adaptation Fund. The funding for the second intake was split into two streams, with \$670 M allocated to the small-scale project and the remaining funding allocated to the large-scale projects. The City of Hamilton applied for \$41.338 M in funding but was not successful.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

N/A

RELEVANT CONSULTATION

Staff from Public Works and Hamilton Water were consulted in the development of Report FCS21090(b) and put forward the proposed projects based on their review of Disaster Mitigation and Adaptation Fund program criteria. Staff consultation will continue as part of the next steps to complete the Disaster Mitigation and Adaptation Fund application.

ANALYSIS AND RATIONALE FOR RECOMMENDATION(S)

The information and recommendations in Report FCS21090(b) have City-wide implications related to the City's natural and built infrastructure which is at risk of damage associated with climate change.

The Disaster Mitigation and Adaptation Fund Intake Three application is for capital projects related to Wastewater and Stormwater Infrastructure Resiliency at a total value of \$35.860 M. These are all summarized in Appendix "A" to Report FCS21090(b). The costs associated with these projects are spread over the period 2023 to 2033. The rationale for each project submission is outlined in Appendix "B" to Report FCS21090(b).

If successful in obtaining funding, the Disaster Mitigation and Adaptation Fund program would allow the City to make significant progress to reconstruct and build critical infrastructure which will protect the City's communities from future hazard events.

ALTERNATIVES FOR CONSIDERATION

N/A

ALIGNMENT TO THE 2016 – 2025 STRATEGIC PLAN**Clean and Green**

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

**SUBJECT: Disaster Mitigation and Adaptation Fund Intake Three (FCS21090(b))
(City Wide) – Page 5 of 5**

Built Environment and Infrastructure

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

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report FCS21090(b) – Disaster Mitigation and Adaptation Fund –
Project List – Disaster Mitigation and Adaptation Fund Application Intake #3

Appendix “B” to Report FCS21090(b) – Disaster Mitigation and Adaptation Fund –
Project List – Disaster Mitigation and Adaptation Fund Application Intake #3

TT/dt

Disaster Mitigation and Adaptation Fund – Project List - DMAF Application Intake #3

Projects to help withstand natural disasters and climate-related risks

	Project ID	Project Name	Project Type <small>(new construction, reinforcement of existing infrastructure)</small>	DMAF Application (Million)	Proposed DMAF Funding	Proposed City Funding	Proposed Budget Source (Rate, Levy, DCs)	Currently Budgeted in 10 - Year Capital Forecast (Million)
Project Funding Identified (Full or in Part) in the 10-year Capital Forecast								
1	5162095800	Managed Sewer Separation and New Outfall Municipal Class Environmental Assessments - Project Bundle (Wastewater)	New	\$1.350	\$0.486	\$0.864	Rate	\$0.180
2	5182095800	Managed Sewer Separation and New Outfall Municipal Class Environmental Assessments - Project Bundle (Storm)	New	\$1.350	\$0.486	\$0.864	Rate	\$0.180
3	5182067875	Beach Strip Stormwater Pumping Stations	New	\$16.275	\$5.859	\$10.416	Rate	\$17.320
4	5181874841	Lower Davis Creek Flood Control	Existing	\$1.785	\$0.643	\$1.142	Rate	\$0.000
5	5182460214	Churchill Park Community Flood Mitigation (Parkside and Kipling)	New	\$15.100	\$5.436	\$9.664	Rate	\$15.100
GRAND TOTAL - DMAF Intake #3				\$35.860	\$12.910	\$22.950		\$32.780



Notes:

- A new DMAF intake is open from Jan 16, 2023 at 1:00 pm to July 19, 2023 at 3:00 pm
- As part of the Government of Canada Adaptation Action Plan, released alongside the National Adaptation Strategy (NAS), the DMAF received an additional \$489.1 million in funding. This additional funding, combined with the remaining program funding, makes more than \$1 billion available for projects.
- Eligible infrastructure projects under the DMAF include new construction of public infrastructure and/or modification or reinforcement of existing public infrastructure including natural infrastructure that prevent, mitigate or protect against the impacts of climate change, disasters triggered by natural hazards, and extreme weather.
- Projects must have a minimum of \$1M in total eligible costs to be considered for funding.
- The maximum federal contribution from all sources of the total eligible expenditures is 40%.

Disaster Mitigation and Adaptation Fund – Project List - DMAF Application Intake #3			
Projects to help withstand natural disasters and climate-related risks			
	Project ID	Project Name	Project Rationale
Project Funding Identified (Full or in Part) in the 10-year Capital Forecast			
1	5162095800	Managed Sewer Separation and New Outfall Municipal Class Environmental Assessments - Project Bundle (Wastewater)	The proposed project is a bundle of four Municipal Class Environmental Assessment (MCEA) studies, based on four geographic areas of the City of Hamilton's existing combined sewer service area, under the umbrella of "Managed Sewer Separation". The main objective of the project bundle is directly aligned with DMAF criteria, which is to increase community resilience by alleviating urban flooding in the areas of Hamilton currently serviced by combined sewers. The aim of the MCEA approach is to ensure thorough consultation and evaluation of alternative solutions through environmental (including climate), social, and economic lenses, and to arrive at a series of implementable capital projects. The solutions will address mitigation and adaptation to climate related flooding events. A secondary objective of developing plans for managed sewer separation includes improvement of source water quality by reducing frequency and volume of combined sewer overflows. Upon consultation with DMAF staff, Hamilton Water was informed that costs associated with environmental assessments cannot be the sole project component and must be directly related to the successful implementation of an eligible capital project. Despite this project bundle not being directly aligned with these criteria at this time, Hamilton Water believes that it is worth submitting because of known capital project outcomes, City of Hamilton needs awareness for Federal funding and responsibility to seek out alternative fundings sources for City's needs.
2	5182095800	Managed Sewer Separation and New Outfall Municipal Class Environmental Assessments - Project Bundle (Storm)	
3	5182067875	Beach Strip Stormwater Pumping Stations	The Beach Boulevard Community EA recommendations are in line with the Disaster Mitigation and Adaptation Fund (DMAF) requirements. The City of Hamilton owns the majority of area where the work is proposed. Additionally, the project is meant to address flooding resulting from climate change on Canadian communities. Based on previous similar projects, the City anticipates that the EA scope of work can be completed by the DMAF deadline of 2032 and the cost will be above the \$1M minimum noted by Infrastructure Canada.
4	5181874841	Lower Davis Creek Flood Control	The Davis Creek FCS Upgrades project aims to reinforce existing public infrastructure to help prevent, mitigate and protect against the impacts of climate change. The current structure is designed to protect the Red Hill Valley Parkway and the associated valley system from flooding, as a result of extreme weather events. Construction is anticipated to be substantially completed by end of 2025, which satisfies the minimum eligibility requirements listed under the DMAF application process.
5	5182460214	Churchill Park Community Flood Mitigation (Parkside and Kipling)	It is expected that the implementation of the sewer separation capital works will alleviate basement flooding and road ponding within the Churchill Park neighbourhood, providing a reliable level of service based on current best practices related to stormwater management and climate change. A secondary benefit will be reduced strain on the sanitary/combined system, which will help to mitigate combined sewer overflows. This project is in direct alignment with the DMAF requirements as it outlines an infrastructure plan for sewer separation to adapt to climate related flooding events, for increased community resilience. The project value is over the \$1M value threshold and has been previously estimated through a neighbourhood Class EA study.
Notes: <ul style="list-style-type: none"> • A new DMAF intake is open from Jan 16, 2023 at 1:00 pm to July 19, 2023 at 3:00 pm • As part of the Government of Canada Adaptation Action Plan, released alongside the National Adaptation Strategy (NAS), the DMAF received an additional \$489.1 million in funding. This additional funding, combined with the remaining program funding, makes more than \$1 billion available for projects. • Eligible infrastructure projects under the DMAF include new construction of public infrastructure and/or modification or reinforcement of existing public infrastructure including natural infrastructure that prevent, mitigate or protect against the impacts of climate change, disasters triggered by natural hazards, and extreme weather. • Projects must have a minimum of \$1M in total eligible costs to be considered for funding. • The maximum federal contribution from all sources of the total eligible expenditures is 40%. 			



CITY OF HAMILTON
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
Economic Development Division

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Disposition of Unopened Road Allowance (PED23132) (Ward 10)
WARD(S) AFFECTED:	Ward 10
PREPARED BY:	Michelle Schiau (905) 546-2424 Ext. 7024
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	
SUBMITTED BY:	Darlene Cole Acting Chief Corporate Real Estate Officer, Planning and Economic Development Department
SIGNATURE:	

RECOMMENDATION

Discussion of Confidential Appendix “B” to Report PED23132 is subject to the following requirement(s) of the City of Hamilton’s Procedural By-law and the *Ontario Municipal Act, 2001*:

- A proposed or pending acquisition or disposition of land for city or a local board purpose.

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: Disposition of Unopened Road Allowance (PED23132) (Ward 10) -
Page 2 of 5**

RATIONALE FOR CONFIDENTIALITY

Appendix “B” to Report PED23132 is being considered in Closed Session as it contains information of a proposed real estate transaction, and therefore it is appropriate to address in-camera, pursuant to the *Ontario Municipal Act*.

RATIONALE FOR MAINTAINING CONFIDENTIALITY

Appendix “B” to Report PED23132 is to remain confidential as real estate transactions involve commercially confidential information and/or the outcome of negotiations, pending approval of Council and the closing of the transaction.

RECOMMENDATION (CLOSED SESSION)

None.

RECOMMENDATION (OPEN SESSION)

- (a) That an Offer to Purchase for the sale of the City’s property identified in Appendix “A” to Report PED23132, based substantially on the Major Terms and Conditions outlined in Confidential Appendix “B” to Report PED23132, and such other terms and conditions deemed appropriate by the General Manager of Planning and Economic Development Department, be approved and completed;
- (b) That the proceeds of the Disposition of Unopened Road Allowance be credited to Project ID Account No. 47702-3561850200;
- (c) That the real estate and legal fees of \$35,100 be funded from Project ID Account No. 59806-3561850200 and credited to Dept. ID Account No. 59806-812036 (Real Estate – Admin Recovery);
- (d) That the City Solicitor be authorized to complete the transaction for the Disposition of Unopened Road Allowance, on behalf of the city, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions on such terms deemed appropriate;
- (e) That the Mayor and City Clerk be authorized and directed to execute any and all necessary documents related to the Disposition of Unopened Road Allowance, in a form satisfactory to the City Solicitor;
- (f) That Appendix “B” to Report PED23132 remain confidential until final completion of the property transaction.

**SUBJECT: Disposition of Unopened Road Allowance (PED23132) (Ward 10) -
Page 3 of 5**

EXECUTIVE SUMMARY

This Report seeks approval for the surplus and sale of an unopened road allowance municipally addressed as 0 Denison Avenue, Hamilton, to an employee of the City of Hamilton, in accordance with city policies.

Alternatives for Consideration – Not Applicable

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: Consideration as outlined in Appendix “B” to Report PED23132.

Proceeds of the Disposition of City-Owned Agricultural Property be credited to Project ID Account No. 47702-3561850200; real estate and legal fees of \$35,100 be funded from Project ID Account No. 59806-3561850200 and credited to Dept. ID Account No. 59806-812036 (Real Estate – Admin Recovery);

Staffing: None.

Legal: Legal Services will be required to assist in the preparation of the necessary documents required to complete the transaction.

HISTORICAL BACKGROUND

In February 2021, the Geomatics and Corridor Management Section received a Permanent Public Highway Closure Application to stop up and close 0 Denison Avenue (the “Subject Property”), a road stub adjacent to Lewis Road. Upon circulation it was found the road parcel would be a viable residential building in-fill lot and the Corporate Real Estate Office objected to the direct sale. The application was denied.

In May 2021, the Corporate Real Estate Office made its own Permanent Public Highway Closure Application.

At its meeting of May 11, 2022, Council approved the permanent closure and sale of Denison Avenue, Stoney Creek.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

City Council, at its meeting of November 24, 2004, adopted the city’s Portfolio Management Strategy Plan, which established a formalized process to be consistently applied across all areas of the city to guide the management of the city’s real property. The Recommendations of this Report are consistent with the city’s Real Estate Portfolio

**SUBJECT: Disposition of Unopened Road Allowance (PED23132) (Ward 10) -
Page 4 of 5**

Management Strategy Plan, as approved by Council on November 24, 2004, and the Sale of Land Policy By-law 14-204.

The City of Hamilton Code of Conduct Policy has been applied as this transaction involves a City of Hamilton employee.

RELEVANT CONSULTATION

- Corporate Services Department, Legal Services Division,
- Corporate Services Department, Financial Planning and Policy Division; and,
- Ward 10 Councillor.

ANALYSIS AND RATIONALE FOR RECOMMENDATION

In March 2023, the Subject Property was listed for sale on the open market with a submission deadline of April 20, 2023.

Following numerous inquiries and multiple offers, the Corporate Real Estate Office accepted the highest value unconditional offer for the acquisition of the Subject Property. That offer was submitted by two individual persons, one being a city employee.

The city employee potential-purchaser is a Hamilton resident and has complied with the requirements of the City of Hamilton Code of Conduct Policy for Employees with regard to Schedule "A" of the Code of Conduct - Conflict of Interest and Schedule "C" of the Code of Conduct - Financial and Business Integrity.

The terms and conditions of this sale are deemed fair, reasonable and at market value by the Corporate Real Estate Office.

ALTERNATIVES FOR CONSIDERATION – Not Applicable

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.

**SUBJECT: Disposition of Unopened Road Allowance (PED23132) (Ward 10) -
Page 5 of 5**

APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report PED23132 – Location Map

Appendix "B" to Report PED23132 – Confidential Major Terms and Conditions

MS:jd



KEY MAP

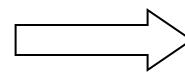


LOCATION PLAN

0 Denison Avenue
adjacent to Lewis Road,
Hamilton

CITY OF HAMILTON
Planning and Economic Development Department
Corporate Real Estate Office

LEGEND



SUBJECT LAND

SCALE
NOT TO SCALE

DATE
2023-05-30

REFERENCE FILE NO: **2021-060**



Hamilton

BUSINESS IMPROVEMENT AREA SUB-COMMITTEE

REPORT 23-006

10:30 a.m.

Tuesday, June 13, 2023

Hamilton City Hall

71 Main Street West

Room 264

Present: Susie Braithwaite (Chair) – International Village BIA
 Susan Pennie (Vice-Chair) – Waterdown BIA
 Councillor Tammy Hwang
 Chelsea Braley – Ottawa Street BIA
 Alexa Chavez – Concession Street BIA
 Tracy MacKinnon – Westdale Village BIA and Stoney Creek BIA
 Kelsey Nydam – Dundas BIA
 Heather Peter – Ancaster BIA
 Nadine Ubl – Barton Village BIA
 Emily Walsh – Downtown Hamilton BIA

**Absent with
 Regrets:** Councillor Esther Pauls – City Business
 Councillor Maureen Wilson – City Business
 Bettina Schormann – Locke Street BIA - Personal
 Bender Chug – Main West Esplanade BIA - Personal
 Michal Cybin – King West BIA – Personal

THE BUSINESS IMPROVEMENT AREA SUB-COMMITTEE PRESENTS REPORT 23-006 AND RESPECTFULLY RECOMMENDS:

1. Appointment of Representative to the Open for Business Sub-Committee (Item 10.1)

That Nadine Ubl, Barton Village Business Improvement Area, be appointed as the Representative from the Business Improvement Area (BIA) Sub-Committee to the Open for Business Sub-Committee for 2022-2026.

2. Barton Village Business Improvement Area Expenditure Request (Item 11.1)

That the expenditure request from the Barton Village Business Improvement Area, in the amount of \$11,436.94 for beautification and art projects in the public realm to be funded from the Offset to the Shared Parking Revenue (Contribution from Reserve to Current Account 815010-47101), be approved.

3. Expanding the Temporary Outdoor Patio Program (Item 11.2)

WHEREAS, on February 23, 2022, the City of Hamilton, approved the combining of the On-Street Patio Program with the Outdoor Dining District Program to become the Temporary Outdoor Patio Program;

WHEREAS, the former On-Street Patio Program allowed any business to apply for an on-street patio permit;

WHEREAS, the Temporary Outdoor Patio Program is limited to cafes, restaurants, and bars; and

WHEREAS, businesses within the Business Improvement Areas would like to be able to participate in the Temporary Outdoor Patio Program.

THEREFORE, BE IT RESOLVED:

That staff be directed to report back to the Planning Committee with recommendations on the feasibility of expanding the Temporary Outdoor Patio program to any business in advance of the 2024 patio season.

FOR INFORMATION:**(a) CHANGES TO THE AGENDA (Item 2)**

The Committee Clerk advised the following change to the agenda:

13. GENERAL INFORMATION / OTHER BUSINESS

13.1 Verbal Update from Cristina Geissler, Business Development & BIA Officer

13.2 Statements by Members

The agenda for the June 13, 2023 Business Improvement Area Sub-Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)**(i) May 9, 2023 (Item 4.1)**

The May 9, 2023 Minutes of the Business Improvement Area Sub-Committee were approved, as presented.

(d) PRESENTATIONS (Item 8)**(i) Main Street Two-Way Conversion (Item 8.1)**

Mike Field, Acting Director, Transportation Division, addressed the Committee respecting Main Street Two-Way Conversion with the aid of a presentation.

The presentation from Mike Field, Acting Director, Transportation Division, respecting Main Street Two-Way Conversion, was received.

(ii) Hamilton Street Railway (HSR) Transit Plan (Item 8.2)

Andy McLaughlin, Senior Project Manager, Planning, addressed Committee respecting Hamilton Street Railway (HSR) Transit Plan, with the aid of a presentation.

The presentation from Andy McLaughlin, Senior Project Manager, Planning, respecting Hamilton Street Railway (HSR) Transit Plan, was received.

(e) GENERAL INFORMATION/OTHER BUSINESS (Item 13)**(i) Verbal Update from Cristina Geissler, Business Development & BIA Officer (Added Item 13.1)**

Cristina Geissler, Business Development & BIA Officer, addressed the Committee respecting updates on Commercial Districts and Small Business.

The verbal update respecting Commercial Districts and Small Business, was received.

(ii) Statements by Members (Added Item 13.2)

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

The updates from Committee Members, were received.

(iii) Cancellation of August Meeting of the Business Improvement Area Sub-Committee (Added Item 13.3)

The August 8, 2023 meeting of the Business Improvement Area Sub-Committee, was cancelled.

(f) ADJOURNMENT (Item 15)

There being no further business, the Business Improvement Area Sub-Committee was adjourned at 12:01 p.m.

**Business Improvement Area
Sub-Committee Report 23-006**

**June 13, 2023
Page 4 of 4**

Respectfully submitted,

Susie Braithwaite
Chair,
Business Improvement Area Sub-
Committee

Tamara Bates
Legislative Coordinator
Office of the City Clerk



Hamilton

**ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES
REPORT 23-006**

4:23 p.m.

Tuesday, June 13, 2023
Room 192/193, 1st Floor
Hamilton City Hall
71 Main Street West

Present: Councillor M. Tadeson, A. Mallett (Chair)
J. Kemp (Vice-Chair), S. Aaron, P. Cameron,
M. Dent, L. Dingman, A. Frisina, L. Janosi,
P. Kilburn, M. McNeil, T. Murphy, K. Nolan,
T. Nolan

Absent

with Regrets: J. Cardno, C. McBride, R. Semkow

Chair Mallett called the meeting to order and recognized that the Committee is meeting on the traditional territories of the Erie, Neutral, HuronWendat, Haudenosaunee and Mississaugas. This land is covered by the Dish with One Spoon Wampum Belt Covenant, which was an agreement between the Haudenosaunee and Anishinaabek to share

and care for the resources around the Great Lakes. It was further acknowledged that this land is covered by the Between the Lakes Purchase, 1792, between the Crown and the Mississaugas of the Credit First Nation. The City of Hamilton is home to many Indigenous people from across Turtle Island (North America) and it was recognized that we must do more to learn about the rich history of this land so that we can better understand our roles as residents, neighbours, partners and caretakers.

**THE ADVISORY COMMITTEE FOR PERSONS WITH
DISABILITIES PRESENTS REPORT 23-006 AND
RESPECTFULLY RECOMMENDS:**

1. Strategic Planning Working Group Work Plan (Item 9.5(c))

That the Strategic Planning Working Group Work Plan attached as Appendix “A” to the Advisory Committee for Persons with Disabilities Report, be approved.

2. Requirement to Include Inclusion, Diversity, Equity and Accessibility (IDEA) within Staff Reports (deferred May 9, 2023) (Item 12.1)

WHEREAS, Council considered Report HUR19019(c), respecting an Equity, Diversity and Inclusion Framework Update, which updated the Equity, Diversity and Inclusion (EDI) Strategic Plan from EDI branding to Inclusion, Diversity, Equity and Accessibility (IDEA) branding;

WHEREAS, following Council approval on December 7, 2022, staff has laudably begun to embed the principles of IDEA in their internal processes;

WHEREAS, the incorporation of 'Accessibility' into the strategic document reinforces the importance of accessibility across the organization;

WHEREAS, the IDEA Strategic Plan was shared at the Advisory Committee for Persons with Disabilities at its October 11, 2022 meeting and was fully embraced by the Committee;

WHEREAS, the City's IDEA Strategic Plan's Priorities include Legislative and Policy Compliance; and

WHEREAS, the Advisory Committee for Persons with Disabilities believes that it is very important that Council (or any Committee of Council), in order to carry on its provincially empowered responsibilities, be presented with complete information in all reports introduced to Council by staff and that all reports include consideration of IDEA; and

THEREFORE, BE IT RESOLVED:

- (a) That the Advisory Committee for Persons with Disabilities (ACPD) recommends that staff be directed to report back to the Governance Review Sub-Committee on implementing the following

requirements within all reports to Committee or Council:

- (i) the inclusion of a new category, identified as 'IDEA' (Inclusion, Diversity, Equity and Accessibility), alongside Finance, Staffing, and Legal;
- (ii) the requirement for staff to consult with the ACPD (and other Advisory Committees where appropriate), or respond to requests from the ACPD to consult on matters where the elements of IDEA (particularly accessibility) clearly apply;
- (iii) where staff do not consult the ACPD in the composition of reports on matters which clearly contain elements of IDEA (particularly accessibility), such reports be referred back for consultation with the ACPD before any further action is taken by Council;
- (iv) where a representative of the ACPD makes a delegation to a Committee of Council and, as part of that delegation a request is made for a report to be referred to the ACPD, that such requests will be respected unless IDEA clearly does not apply; and
- (v) any consultation that includes the ACPD (and other Advisory Committees where

appropriate), comments, opinions and recommendations, should be included in all reports under the heading 'RELEVANT CONSULTATION', in addition to any redress by staff of the ACPD's consultation.

3. Attendance at the National Conference on Ending Homelessness, November 8-10, 2023 (Item 12.2)

WHEREAS, the Canadian Alliance to End Homelessness is hosting the National Conference on Ending Homelessness, November 8 – 10, 2023, in a hybrid format, offering the option to register for in person in Halifax or remote participation;

WHEREAS, the Advisory Committee for Persons with Disabilities recognizes there are concerns related to escalating costs of disabilities and barriers to social inclusion that can result in homelessness, as expressed in its correspondence to Hamilton's General Issues Committee, dated July 21, 2022; and

WHEREAS, interest has been expressed by members of the Advisory Committee for Persons with Disabilities in participating remotely in the National Conference on Ending Homelessness, November 8 – 10, 2023.

THEREFORE, BE IT RESOLVED:

That the registration fee for up to two Advisory Committee for Persons with Disabilities members to

participate remotely in the National Conference on Ending Homelessness, November 8 – 10, 2023, hosted by the Canadian Alliance to End Homelessness, to be funded from the Advisory Committee for Persons with Disabilities' 2023 approved budget for conferences and related travel expenses (ID# 300303), to an upset limit of \$700, be approved.

4. Approval for Media and Website for the Advisory Committee for Persons with Disabilities' "Ability First" Event – September 28, 2023

WHEREAS, the Outreach Working Group of the Advisory Committee for Persons with Disabilities is organizing an event "Ability First" in the Forecourt of City Hall on September 28th, 2023 from 11:00 a.m. until 3:00 p.m. to promote accessibility for all, no matter your ability;

WHEREAS, Ability First will be an interactive event and attracting people to attend will be a key component to its success;

WHEREAS, the media and website currently in draft format require Council approval before release to the public;

WHEREAS, there are some details of the event that are still being finalized but the media's basic layout

and website structure will not change much after approval; and

WHEREAS, any communication with the media requires Council's approval before it is released;

THEREFORE BE IT RESOLVED:

- (a) That the draft media and website content, attached as appendices "A" through "I", for the Advisory Committee for Persons with Disabilities' "Ability First" event to be held on September 28th, 2023 from 11:00 a.m. until 3:00 p.m., be approved for release to the public and the media; and
- (b) That the organizers of the "Ability First" event, to be held September 28 from 11:00 a.m. to 3:00 p.m., be granted permission to make minor changes to the media and website content to reflect changes to the event planning, subject to the approval by the Outreach Working Group of the Advisory Committee for Persons with Disabilities.

5. Donation in Memory of Tom Manzuk (Item 14.4)

That a donation in memory of Tom Manzuk to Food for Kids in the amount of \$200 from account #300303, to be facilitated by the Diversity and Inclusion Office, be approved.

FOR INFORMATION:**(a) CHANGES TO THE AGENDA (Item 2)**

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

7. DELEGATIONS

- 7.1 Camino Diez respecting Accommodation of Sensory Issues – Deferred

9. CONSENT ITEMS

- 9.5(c) Strategic Planning Working Group Work Plan (deferred November 22, 2022, May 9)

The Agenda for the June 13, 2023, meeting of the Advisory Committee for Persons with Disabilities, was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 3)

Paula Kilburn declared a disqualifying interest respecting Item 12.3, Recommendations to Deliver More Efficient Paratransit Services, as she is the Chair of the DARTS Board.

**(c) APPROVAL OF MINUTES OF THE PREVIOUS
MEETING (Item 4)****(i) May 9, 2023 (Item 4.1)**

The May 9, 2023, minutes of the Advisory Committee for Persons with Disabilities meeting, were approved, as presented.

(f) CONSENT ITEMS (Item 9)**(i) Consent Items (Items 9.1 - 9.6)**

The following updates and meeting notes, were received:

- (1) Built Environment Working Group Update (Item 9.1)
 - (a) Built Environment Working Group Meeting Notes – June 6, 2023 (Item 9.1(a))
- (2) Housing Issues Working Group Update (Item 9.2)
 - (a) Housing Issues Working Group Meeting Notes – May 16, 2023 (Item 9.2(a))
- (3) Outreach Working Group Update (Item 9.3)

- (a) Outreach Working Group Meeting Notes
– May 16, 2023 (Item 9.3(a))
- (b) Outreach Working Group Meeting Notes
– June 5, 2023 (Item 9.3(b))
- (4) Transportation Working Group Update (Item
9.4)

S. Aaron provided a verbal update respecting the Transportation Working Group.

- (5) Strategic Planning Working Group Update
(Item 9.5)
 - (a) Strategic Planning Working Group
Meeting Notes – May 10, 2023 (Item
9.5(a))
 - (b) Strategic Planning Working Group
Meeting Notes – May 25, 2023 (Item
9.5(b))
- (6) Accessible Open Spaces and Parklands
Working Group Update (Item 9.6)

No update.

(g) DISCUSSION ITEMS (Item 11)

(i) Sidewalk Snow Clearing (Item 11.1)

Mike Field, Acting Director of Transportation and Peter Sniuolis, Manager of Roadway Maintenance discussed the Sidewalk Snow Clearing By-law.

The discussion respecting the Sidewalk Snow Clearing By-law, was received.

By-law staff were invited to a future meeting of the Advisory Committee for Persons with Disabilities to discuss the Sidewalk Snow Clearing By-law, at their earliest possible convenience.

(h) MOTIONS (Item 12)

A. Mallett relinquished the Chair to J. Kemp in order to introduce the following Motions:

(i) Attendance at the National Conference on Ending Homelessness, November 8-10, 2023 (Item 12.2)

For disposition of this matter, refer to Item 3.

(ii) Recommendations to Deliver More Efficient Paratransit Services (Item 12.3)

The motion respecting Recommendations to Deliver More Efficient Paratransit Services, was deferred to a future meeting of the Advisory Committee for Persons with Disabilities.

A. Mallett assumed the Chair.

**(iii) Approval for Media and Website for the
Advisory Committee for Persons with
Disabilities' "Ability First" Event – September
28, 2023 (Item 12.4)**

The following motion was withdrawn:

That the following Advisory Committee for
Persons with Disabilities members meet with
James Kemp to review the design and look of the
Media and Website for the Advisory Committee for
Persons with Disabilities' "Ability First" Event –
September 28, 2023:

- (a) Aznive Mallett;
- (b) Patty Cameron;
- (c) Paula Kilburn;
- (d) Mark McNeil;
- (e) Anthony Frisina; and
- (f) Tim Murphy.

For disposition of this matter, refer to Item 4.

**(i) GENERAL INFORMATION / OTHER BUSINESS
(Item 14)**

**(i) Accessibility Complaints to the City of
Hamilton (Item 14.1)**

No update.

(ii) *Accessibility for Ontario with Disabilities Act, 2005 (AODA) (Item 14.2)*

No update.

(iii) *Presenters List for the Advisory Committee for Persons with Disabilities (Item 14.3)*

The updates to the Presenter's List for the Advisory Committee for Persons with Disabilities, attached as Appendix "B" to Advisory Committee for Persons with Disabilities Report 23-006, were received.

(j) *ADJOURNMENT (Item 16)*

There being no further business, the Advisory Committee for Persons with Disabilities meeting, adjourned at 6:14 p.m.

Respectfully submitted,

A. Mallett, Chair
Advisory Committee for
Persons with Disabilities

**Advisory Committee for Persons with Disabilities
Report 23-006**

**June 13, 2023
Page 14 of 14**

Carrie McIntosh
Legislative Coordinator
Office of the City Clerk

DRAFT

Approved at SPWG August 17, 2022

Revised, to be presented to ACPD on September 13, 2022.

Deferred at November 22, 2022 to a future meeting. Deferred at May 9, 2023 to a future meeting.

Approved at June 13, 2023.

Advisory Committee for Persons with Disabilities

Strategic Planning Working Group Work Plan

Purpose

The Strategic Planning Working Group (SPWG) takes a broad view of the issues about which the Advisory Committee for Persons with Disabilities (ACPD) is mandated and provide advice.

Scope

The Strategic Planning Working Group scope shall include:

- Monitoring the vision of the ACPD with respect to its advisory role to the City of Hamilton, as mandated by the *Accessibility for Ontarians with Disabilities Act, 2005*.

Activities

- Review the ACPD Terms of Reference at least every 4 years to recommend to ACPD for approval.

9.5(c)

DRAFT

Approved at SPWG August 17, 2022

Revised, to be presented to ACPD on September 13, 2022.

Deferred at November 22, 2022 to a future meeting.

Deferred at May 9, 2023 to a future meeting.

Approved at June 13, 2023.

- Recommend 2-4 priorities per year, to be rotated across the 4-year term, to ensure work is focused on a variety of issues that impact full participation of persons with Disabilities in the City., Ideally, the priorities approved by ACPD will be shared amongst Working Groups.
- Make recommendations to ACPD to support resolving key issues as they arise at meetings.
- Manage the continuity of the work of the ACPD across priorities, Working Groups, terms of appointment and membership.
- A member of each Working Group, not necessarily the Chair, shall be a member of the SPWG.

**Advisory Committee for Persons with Disabilities
(ACPD)
Presenters List as of May 9, 2023**

The following is a listing of invited presenters for future Advisory Committee for Persons with Disabilities meetings:

- (a) **Invitee:** Denise Davy, author of *Her Name Was Margaret: Life and Death on the Streets*
Issue:
Date Action Initiated: October 12, 2021, Advisory Committee for Persons with Disabilities Report 19-011, Item 4(a).
Status: Ongoing – Invitation sent to attend a future meeting.
- (b) **Invitee:** Sara Mayo, Geographical Information Systems Specialist, Social Planning & Research Council of Hamilton
Issue: To discuss findings of the relationship between poverty and disability across the City of Hamilton.
Date Action Initiated: February 8, 2022, Advisory Committee for Persons with Disabilities Report 22-002, Item 7.
Status: On-going. Invitation sent to attend a future meeting.

- (c) **Invitee:** Dr. Lovaye Kajiura, McMaster IMPACT Initiative
Issue: To discuss present respecting the McMaster IMPACT Initiative
Date Action Initiated: Advisory Committee for Persons with Disabilities Report 22-006, Item 8 (Approved by Council June 22, 2022 - GIC Report 22-012, Item 10 (h))
Status: Scheduled to attend the July 11, 2023 meeting.
- (d) **Invitee:** Staff
Issue: Differences Between By-laws, Regulations and Guidelines
Date Action Initiated: June 14, 2022, Advisory Committee for Persons with Disabilities Report 22-007 (Approved by Council July 8, 2022 - GIC Report 22-014, Item 14 (c))
Status: On-going. Invitation sent to attend a future meeting.
- (e) **Invitee:** PED Staff
Issue: Staff report on the Built Environment Working Group's Work Plan
Date Action Initiated: January 10, 2023. Report directed by GIC Report 21-006, Item (h)(i) in response to Advisory Committee for Persons with Disabilities Report 21-003, March 9, 2021
Status: On-going. Invitation sent to attend a future meeting.



- (f) **Invitee:** Public Works Staff (Transit)
Issue: Policies and Procedures to Rescue and Safely Transport Stranded Pedestrians and their Mobility Devices
Date Action Initiated: January 10, 2023. Directed by GIC Report 22-012, Item 10(e), in response to Advisory Committee for Persons with Disabilities Report 22-006, May 24, 2022, *as amended*.
Status: On-going. Invitation sent to attend a future meeting.
- (g) **Invitee:** Representative of the Canadian Housing Evidence Collaborative, McMaster University
Issue: to Discuss their Report “Toward a Sustainable Housing System in Hamilton: Framing the Issues”
Date Action Initiated: April 11, 2023. Advisory Committee for Persons with Disabilities Report 23-004 (GIC Report 23-014, Item 4(b)(ii))
Status: On-going. Invitation sent to attend a future meeting.
- (h) **Invitee:** Planning and Economic Development staff
Issue: To attend Strategic Planning Working Group to provide an update respecting the E-Scooter Pilot Program
Date Action Initiated: April 11, 2023. Advisory Committee for Persons with Disabilities Report 23-004 (GIC Report 23-014, Item 4(b)(iii))

Status: On-going. Invitation sent to attend a future meeting.

- (i) **Invitee:** Dr. Richardson
Issue: Board of Health Changes and the Needs of Persons with Disabilities in Hamilton
Date Action Initiated: May 9, 2023. Advisory Committee for Persons with Disabilities Report 23-005
Status: On-going. Invitation sent to attend a future meeting.



INFORMATION REPORT

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item)
WARD(S) AFFECTED:	Wards 1, 2, 3, 4 and 5
PREPARED BY:	Leah Macnamara (905) 546-2424 Ext. 1213 Van Hua (905) 546-2525 Ext. 1751
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	
SUBMITTED BY:	Raymond Kessler Chief Corporate Real Estate Officer Planning and Economic Development Department
SIGNATURE:	

COUNCIL DIRECTION

On April 13, 2022 City Council approved the following direction:

- (a) That staff, in collaboration with the federal and provincial Governments and Metrolinx, be directed to establish a strategic land disposition and or acquisition plan along the Hamilton LRT corridor for the purpose of planning to deliver future municipal services including, but not limited to, parks, as well as non-profit affordable housing with an emphasis on the importance of designating lands for affordable housing along the LRT corridor to senior levels of government and report back to the General Issues Committee; and,

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SUBJECT: Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item) - Page 2 of 6

- (b) That staff engage the Hamilton is Home Coalition on the proposed spectrum of affordable home ownership and rental opportunities along the LRT corridor within the next 90 days.

INFORMATION

The purpose of this Information Report is to provide an overview of the work undertaken to date with respect to developing a framework for strategic land disposition and/or acquisition along the Hamilton Light Rail Transit (LRT) corridor to support the delivery of future municipal services as well as non-profit affordable housing, and also to provide an update on the staff engagement with the Hamilton is Home Coalition on the proposed spectrum of affordable home ownership opportunities along the LRT corridor.

It is important to note that opportunities for land disposition and acquisition is an ongoing exercise. At the present time, the provincial government has not confirmed or formalized their timing or process for consideration of provincial land assets on the LRT corridor following LRT construction. The initial focus of staff has been to identify land needs for municipal services as well as for affordable housing, with a geographic focus on the LRT corridor. The goal of the exercise is to provide a framework for review of disposition/acquisition opportunities as they arise through the planning, design and construction of the LRT project.

Furthermore, as part of the Housing Sustainability and Investment Roadmap, Council has approved the following as one of the priority actions:

Led by the City's Real Estate Section, initiate a full assessment of City-owned properties to identify the suitability of potential sites for affordable housing development, either through using available land or intensification of existing buildings.

The work being undertaken for the LRT corridor will be an important element of this broader property assessment process.

Project Team and Working Group

To support the development of the strategic land disposition and/or acquisition plan, a Project Team was created comprised of internal staff from the Corporate Real Estate Office. The Project Team led a series of initiatives to build-out the scope of work including consultation with internal stakeholder divisions and the formation of a Working Group.

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SUBJECT: Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item) - Page 3 of 6

Consultation with internal stakeholder divisions across three City Departments and two agency groups supported defining anticipated service delivery impacts and real estate requirements within the LRT corridor, including future acquisition requirements as recommended in approved departmental Master Plans.

The Working Group is comprised of 15 City Divisions across three departments and two agencies (Hamilton Police Services and Hamilton Public Library). The Working Group has been meeting on a regular basis to have collaborative dialogue around city property impacts, future property requirements, and the review of potential property opportunities within the corridor. Through these discussions the Working Group and Project Team built-out a framework for the strategic land disposition and or acquisition plan.

Included in the Working Group are representatives from Housing Services Division and Planning Division, to provide insight into expected development and growth along the LRT corridor, and the city's goals and objectives from an affordable housing perspective and valuable information related to the affordable housing development market and trends within the city. Feasibility criteria related to the identification of sites suitable for affordable housing was discussed in an effort to strategize opportunities within the parameters of the framework.

With an emphasis of the importance of designating lands for affordable housing, the strategic land disposition and or acquisition plan will work alongside the exploration of Inclusionary Zoning. Inclusionary Zoning will require new market rate residential development within Protected Major Transit Station Areas (PMTSA) to include a certain percentage of new affordable housing units.

Hamilton Is Home Coalition

The Project Team engaged with the Hamilton is Home Coalition (HIHC) initially in July 2022 to discuss the proposed spectrum of affordable home ownership and rental opportunities along the LRT corridor. Through on-going engagement with Hamilton is Home and its members, the Project Team was able to gain an increased understanding of the social housing spectrum and the current, future and proposed affordable housing projects within the corridor. Discussions provided insight into appropriate criteria to build the framework for strategic site identification in consideration of affordable housing development.

Property Requirements

Individual consultations with internal stakeholders and Working Group discussions facilitated the identification of anticipated impacts on city owned properties as a result of the construction of the LRT. Impacts identified to date are contained in Appendix "A" to

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SUBJECT: Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item) - Page 4 of 6

Report PED23142. Where city property will be impacted, the Project Team will work to identify suitable alternate property for re-location or replacement of lost city property in a suitable size, geographic location and build-out as defined by the Stakeholder group.

The Project Team also identified future property requirements in consultation with the Key Stakeholder groups as an effect of LRT or as a result of the projected population growth within the Corridor. Property requirements were identified individually by Stakeholder groups and categorized as being of requirement within the 500 m buffer LRT Corridor area (primary area) or elsewhere city-wide (secondary). The identified property requirements are summarized in Appendix “B” to Report PED23142.

Framework

Objectives:

The framework for strategic land disposition and/or acquisition prioritize land that has been targeted based on feasibility to support municipal service delivery and/or for affordable housing development.

Acquisition Targets/Strategies:

Identified potential opportunities will be assessed based on suitability to support municipal services and/or affordable housing development, site specific development potential and/or land assembly opportunity. Sites are being identified based on geographic parameters to satisfy service delivery, or feasibility for affordable housing development through acquisition targets that include:

- Land assembly opportunity based on privately owned assets adjacent to publicly owned assets;
- Site development potential based on land assembly of site adjacent to existing alleyway viable to increase land area;
- Metrolinx Project properties that are anticipated to have excess land available after LRT-related use of the site is developed;
- Individual sites (privately or publicly owned (surplus)) that are satisfactory to accommodate identified municipal service or affordable housing use; and,
- Acquisition of replacement lands for impacted sites.

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SUBJECT: Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item) - Page 5 of 6

With sufficient foresight and funding, public organizations may strategically speculate on the future value of their own public lands, or on strategic acquisitions. Land acquired prior to the construction of LRT tends to be priced at perceived value and banked on the speculation that land prices will rise as a result of future Transit Oriented Development. Land value capture (LVC) can be leveraged from increasing land values as a result of transit development. Banked land can be identified for affordable housing or sold for profit or as part of a Public-Private Partnership, with contractual agreements specifying the nature of future developments and encouraging a transit-oriented nature in design.

Potential land acquisition/land banking by the city and/or its partners could be a valuable strategy to ensure the city is prepared for anticipated future growth and LRT related impacts on municipal service delivery while also creating developable sites that achieve the highest development potential for future growth in affordable housing. Current market value for medium density redevelopment land on the LRT corridor ranges from approximately \$8 M to \$12 M per acre, with considerable local variability based on locational characteristics, encumbrances, soil conditions, and so on.

Disposition Targets/Strategies:

City property within the LRT Corridor is being reviewed for potential strategic disposition where the property has been identified as surplus to municipal need. The review of property will direct a suitable disposition strategy based on specifics of the property and identified disposition targets.

Disposition targets identify optimizing the site for the greatest development potential and/or to support the most impactful quantity of affordable housing units. Strategies to achieve the disposition targets will include consideration given to partnerships, self-development and/or sale of property outright or with conditions specific to identified targets. The re-development of identified sites in consideration of affordable housing or other city building development and a site-specific disposition strategy will be determined, pending Council approval.

Next Steps

A parcel fabric illustrating property ownership within the LRT corridor (based on a 500 m buffer area) with transportation routes and amenities identified is being used as a working resource tool to support the research and analysis for appropriate site selection. To date, the Working Group has reviewed 11 candidate properties, including both on-market and off-market opportunities, through the strategic site selection/disposition lens. To date, none of these have been identified as suitable acquisition opportunities. Availability of surplus Metrolinx lands for future uses remains

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SUBJECT: Update on Strategic Land Acquisition Plan Along the Hamilton Light Rail Transit (LRT) Corridor (PED23142) (Wards 1, 2, 3, 4 and 5) (Outstanding Business List Item) - Page 6 of 6

unknown until the detailed design phase is completed and until the requirements for construction staging areas, LRT infrastructure and future stops are confirmed.

As noted in this Report, opportunities for land disposition and acquisition is an ongoing exercise. The Project Team will continue to review City-owned lands, and monitor opportunities for acquisitions, including potential Metrolinx-acquired properties, considering the needs identified through the exercise described in this Report. Ultimately, a funding strategy will be required to support any acquisitions. The Working Group will continue to meet on a regular basis to review identified opportunities and will engage Corporate Real Estate in acquisition and/or disposition processes with identified properties, as applicable.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PED23142 – Impacts to City Owned Property

Appendix “B” to Report PED23142 – City Requirements for Additional Property

**Appendix “A” to Report PED23142
Page 1 of 1****Impacts to City-Owned Property**

Division	Environmental Services	Parking Operations
Address	500 King Street West Victoria Park	Various Surface Parking Lots
Ward	1	1, 2, 3, 4
Impact	Anticipating partial taking adjacent to right-of-way with potential impact to existing trails and recreational space.	Surplus surface parking lots on-hold pending consideration by Metrolinx to house utility infrastructure to support LRT.

Appendix “B” to Report PED23142
Page 1 of 1



Requirements for Additional Property

Division	Public Works Environmental Services	Healthy and Safe Communities Housing Services	Healthy and Safe Communities Housing Services	Public Works Roads	Public Works Transit
Action	Property acquisition	HHAP new affordable housing rental units	Increase new affordable home ownership	Snow storage	Various
Area	Primary	Primary	Primary	Secondary	Primary
Details	Property identified in Ward 4 to facilitate connection to existing trail	HHAP 350 new affordable housing rental units, 510 market rate rental units	Increase new affordable ownership units by 5% annually	The LRT will eliminate the ability to store snow within the ROW creating a need for an alternate snow storage location. Size TBD	Various transit hubs, terminals, lay-bys and enhanced on-street connection facilities to facilitate route connections between LRT and HSR: Parkdale and Queenston – 7 bay facility, Melrose North of King – Terminal, King and James – Enhanced On-Street Connection, Eastgate Square – 12 bay Terminal McMaster and Cootes – 8 bay Terminal, Wentworth and King – Lay-bys, Sherman & King – Lay-bys, Main and Ottawa – Lay-bys, Main and Kenilworth – Lay-bys.

*For the purposes of defining property requirements:
Primary Area is within the 500 m LRT corridor and Secondary Area is City-wide*



INFORMATION REPORT

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	July 10, 2023
SUBJECT/REPORT NO:	Downtown Entertainment District Annual Status Update (PED23175) (Ward 2) (Outstanding Business Item)
WARD(S) AFFECTED:	Ward 2
PREPARED BY:	Josh Van Kampen (905) 546-2424 Ext. 4592
SUBMITTED BY:	Norm Schleeahn Director, Economic Development Planning and Economic Development Department
SIGNATURE:	
SUBMITTED BY:	Raymond Kessler Chief Corporate Real Estate Officer Planning and Economic Development Department
SIGNATURE:	

COUNCIL DIRECTION

Council at its meeting of the General Issues Committee on March 23, 2022 approved the following recommendation:

That staff be directed to report back annually on the operations of the Hamilton Urban Precinct Entertainment Group L.P with regard to the lands known as the FirstOntario Centre, the Hamilton Convention Centre and the FirstOntario Concert Hall, and report back to the General Issues Committee.

INFORMATION

This information report presents an overview of the milestones achieved with the City and Hamilton Urban Precinct Entertainment Group L.P. from March 2022 to June 2023. Over the course of these 15 months the following major project milestones have been achieved:

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**SUBJECT: Downtown Entertainment District Annual Status Update (PED23175)
(Ward 2) - Page 2 of 5**

- Identification of the three venues as Municipal Capital Facilities;
- Signing and execution of leases for all three facilities with Hamilton Urban Precinct Entertainment Group L.P., effective January 1, 2023; and,
- Approval of Oak View Group as a non-Hamilton Urban Precinct Entertainment Group L.P. controlled entity that allows for Oak View Group to become the tenant of the leases for the FirstOntario Centre and First Ontario Concert Hall.

Background

On June 9, 2021, Council approved a Master Agreement for the Downtown Entertainment Precinct Assets. The Master Agreement anticipates the City entering into lease agreements with Hamilton Urban Precinct Entertainment Group L.P. -controlled entities for the operation, management, and maintenance of each of the entertainment venues for 49 years. This is expected to result in cost avoidance to the City of \$155 million dollars over a 30-year period. Hamilton Urban Precinct Entertainment Group L.P. also committed to a comprehensive arena transformation of over \$50 million dollars, as well as an investment of a minimum of \$12.5 million dollars in capital upgrades, expansion, and aesthetic enhancements to the existing Hamilton Convention Centre and Concert Hall, as well as a one-time \$2 million contribution to the Art Gallery of Hamilton.

In exchange, the City will transfer the following City-owned properties to Hamilton Urban Precinct Entertainment Group L.P for the purpose of redevelopment (at its cost and for its benefit):

- York Boulevard Parkade;
- Surface parking lot located at 14 Vine Street; and,
- 191 York Boulevard.

In addition to preserving existing tax exemptions through a Municipal Capital Facility designation, the City's contribution to the Master Agreement also includes a new incentive program called the "Downtown Entertainment Precinct Advancement Program" in which the three development properties are eligible for a tax-increment based grant.

Municipal Capital Facilities Approval

At the March 23, 2022 General Issues Committee, Council approved the three entertainment facilities (being FirstOntario Centre, Hamilton Convention Centre, and

**SUBJECT: Downtown Entertainment District Annual Status Update (PED23175)
(Ward 2) - Page 3 of 5**

FirstOntario Concert Hall) as municipal capital facilities which was contemplated in the Master Agreement.

Municipal Capital Facility designations for the FirstOntario Centre, Hamilton Convention Centre, and FirstOntario Concert Hall will allow Hamilton Urban Precinct Entertainment Group L.P. and/or its associated entities to maintain the existing tax exemption the City is entitled to under the *Assessment Act*, which would otherwise cease to apply once the entities are leased by a commercial entity. Maintaining the Municipal Capital Facility status was one of the terms of the Master Agreement and effectively maintains the “status quo” tax status of the three facilities.

The Municipal Capital Facilities designation applies to each of the buildings comprising the Downtown Entertainment Venues, excluding any areas not used for eligible purposes as well as any space subleased by the Hamilton Urban Precinct Entertainment Group L.P. entity. These exclusions are intended to ensure any commercial space within the facilities that is not related to the eligible purposes will not benefit from the exemption. For example, at the arena and the ice surface would benefit from the exemption, however any administrative space rented to or occupied by third parties would be excluded. The designation will also cease if the given lease is terminated for any reason.

Finalization of Lease Agreements

The Master Agreement with Hamilton Urban Precinct Entertainment Group L.P. anticipates the City entering into lease agreements with Hamilton Urban Precinct Entertainment Group L.P. controlled entities for the operation, management, and maintenance of each of the entertainment venues for 49 years.

The Master Agreement is implemented through leases for each of the three entertainment assets. The City and Hamilton Urban Precinct Entertainment Group L.P. completed lease negotiations in November 2022, and effective January 1, 2023, Hamilton Urban Precinct Entertainment Group L.P. entered into 49-year leases for each of the FirstOntario Concert Hall, FirstOntario Centre, and Hamilton Convention Centre, on an as-is, and fully net and carefree, including all capital and operational responsibilities.

Public Release of Master Agreement:

At the March 23, 2022 General Issues Committee, the following motion was approved:

“That Staff be directed to review what, if any, portions of the agreement between the City of Hamilton and the Hamilton Urban Precinct Entertainment Group L.P, with regard [to] the lands known as the FirstOntario Centre, the Hamilton

**SUBJECT: Downtown Entertainment District Annual Status Update (PED23175)
(Ward 2) - Page 4 of 5**

Convention Centre and the FirstOntario Concert Hall may be publicly released, and report back to the General Issues Committee.”

Staff reviewed the Master Agreement and assessed what could be publicly released, considering the contractual obligations set out in the Master Agreement and the statutory obligations set out in the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. As a result, the Master Agreement between Hamilton Urban Precinct Entertainment Group L.P and the City of Hamilton was made a public document, with a few redactions on June 8, 2023, which is attached as Appendix “A” to Report PED23175.

Oak View Group Partnership

In 2022, Hamilton Urban Precinct Entertainment Group L.P brought forward Oak View Group as a lead partner for the development and operations of the FirstOntario Centre and FirstOntario Concert Hall. Oak View Group will increase the anticipated renovation to the arena of \$50M to at least \$100M, as well as bring in world class operations, concerts, and events. On August 12, 2022, Council approved an amendment to the Master Agreement that allows for a non- Hamilton Urban Precinct Entertainment Group L.P controlled entity, under the control of Oak View Group, to become the tenant of a lease contemplated in the Master Agreement.

Oak View Group was founded by Timothy Leiweke, the former CEO of Maple Leaf Sports Entertainment, and Irving Azoff, the former chairman and CEO of Ticketmaster Entertainment and executive chairman of Live Nation Entertainment. Oak View Group has finished multiple redevelopment or new construction arena projects within 16 months of construction start. Recently, Oak View Group has redeveloped CFG Bank Arena in Baltimore, which included renovations that feature overhauled concourses, new suites, new concessions, a new exterior, and new seating. This is a \$200M USD project and was opened in February 2023 and took 11 months to complete.

Oak View Group’s multi-purpose arena development projects of significance in the last few years include:

- Climate Pledge Arena - Seattle, Washington (Home of the Seattle Kraken) - \$1.15B USD;
- UBS Arena - Elmont, New York (Home of the New York Islanders) - \$1.5B USD; and,
- Moody Centre - Austin, Texas (University of Texas Basketball Programs) - \$380M USD.

**SUBJECT: Downtown Entertainment District Annual Status Update (PED23175)
(Ward 2) - Page 5 of 5**

The City is finalizing negotiations with Oak View Group and Hamilton Urban Precinct Entertainment Group L.P on lease terms that would see obligations for the development and operations of the FirstOntario Centre and FirstOntario Concert Hall shift from Hamilton Urban Precinct Entertainment Group L.P to a non- Hamilton Urban Precinct Entertainment Group L.P controlled entity under the control of Oak View Group.

Next Steps

The proposed development plans for the three venues, as per the Master Agreement, include the following:

- FirstOntario Centre – a minimum \$50M (\$100M with Oak View Group participation) transformation of the concourses and seating of the Arena into a “modern facility” that provides lower bowl seating for approximately 9,000 customers, including club suites, private boxes and state of the art amenities while also maintaining access to the upper balcony for larger scale events;
- Hamilton Convention Centre – renovations, upgrades and enhancements with a commitment to ongoing “modernization”, including an expanded ballroom, budgeted at not less than \$10M; and,
- FirstOntario Concert Hall – a minimum commitment of \$2.5M focused primarily on enhance food and beverage opportunities, cosmetic refreshes and technological upgrades.

Upon finalization of all necessary leases and agreements with Oak View Group and Hamilton Urban Precinct Entertainment Group L.P, it is anticipated that the required Building Permits and any related approval applications will be submitted for City approvals. It remains the expectation that the arena will be the initial priority for development, with construction anticipated to commence subsequent to the completion of events in the arena already committed for December 2023.

Hamilton Urban Precinct Entertainment Group L.P also intends to launch a website and related communication materials later this summer to keep the public informed about the scope and timing of construction works at all three facilities.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PED23175 – Public Master Agreement (Redacted)

MASTER AGREEMENT

CITY OF HAMILTON

- and -

HAMILTON URBAN PRECINCT ENTERTAINMENT GROUP L.P.

October 26, 2021

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MASTER AGREEMENT

THIS AGREEMENT made as of the 26th day of October, 2021.

B E T W E E N:

CITY OF HAMILTON

OF THE FIRST PART

- and -

HAMILTON URBAN PRECINCT ENTERTAINMENT GROUP L.P.

OF THE SECOND PART.

WHEREAS the capitalized words used herein have the meaning ascribed thereto in Section 1.1 unless the context otherwise requires;

AND WHEREAS in December, 2017 Hamilton City Council ("**City Council**") adopted a motion to seek opportunities (the "**Initiative**") for private sector participation in the redevelopment of the Arena, the Concert Hall and the Convention Centre (collectively, the "**Entertainment Venues**") in a manner that would eliminate the City's subsidization of those three venues;

AND WHEREAS City Council reaffirmed the Initiative in January, 2019;

AND WHEREAS HUPEG responded to the Initiative by proposing, at its own cost, to redevelop or renovate, as applicable, the Entertainment Venues (and take on the ongoing capital and operating requirements of those facilities, with no subsidy from the City (except as specifically provided in this Agreement or the Closing Documents) (the "**Revitalization Plan**") in consideration of the transfer of certain lands and other consideration from the City, all in accordance with the terms set out in this Agreement;

AND WHEREAS HUPEG is a limited partnership which was created for the purpose of, among other things, carrying out the Revitalization Plan;

AND WHEREAS as of the date hereof, a consortium consisting of Laborers' International Union of North America (also known as "LiUNA"), Meridian Credit Union, Paletta International Corporation and Carmen's Group Inc. has been formed and, as of the effective date of the Closing Documents relating to the Initial Transactions and the Subsequent Transactions, some or all of such parties, and others, will become limited partners of HUPEG, all subject to compliance with the provisions of this Agreement;

AND WHEREAS HUPEG delivered to the City a proposed memorandum of understanding with respect to HUPEG's proposed Revitalization Plan and the transactions that may result therefrom and, following approval by City Council, the City executed such memorandum of understanding (the "**MOU**");

AND WHEREAS the general partner of HUPEG, Hamilton Urban Precinct Entertainment Group GP Inc. will be creating one or more limited partnerships (each of which will

be a HUPEG Person), each to carry out the Revitalization Plan with respect to an Entertainment Venue and HUPEG will carry out the development of the Development Properties;

AND WHEREAS as of the date hereof, a consortium consisting of Carmen's Group Inc., Global Spectrum Facility Management Limited and Live Nation Worldwide, Inc. has been formed and, as of the effective date of the Closing Documents relating to the Initial Transactions and the Subsequent Transactions, some or all of such parties, and others, will become limited partners of the respective aforesaid Entertainment Venue limited partnerships (subject to compliance with the provisions of this Agreement);

AND WHEREAS the City and HUPEG are entering into this Agreement to set out their respective rights and obligations with respect to the Transactions and Revitalization Plan;

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) the parties hereby covenant, agree and declare as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

The following definitions shall apply in the interpretation of this Agreement:

- (a) **"Acceptable Guarantor"** means, in respect of a particular Guarantee and Indemnity, either a Person that satisfies or a group of Persons that collectively satisfy the Applicable Net Worth Criteria as of the applicable Closing Date;
- (b) **"Additional Property Information"** has the meaning given to it in Section 4.2(b);
- (c) **"Affiliate"** means with respect to any Person, any legal entity which directly or indirectly Controls or is Controlled by such Person or any legal entity which is directly or indirectly Controlled by a second Person which directly or indirectly Controls such Person; provided that, in the case of HUPEG or any HUPEG Person, an "Affiliate" means another HUPEG Person;
- (d) **"Affordable Housing"** means "affordable housing" within the meaning of the City of Hamilton's Municipal Housing Facilities By-Law (By-law 16/233);
- (e) **"AGH"** means the Art Gallery of Hamilton;
- (f) **"Agreed Compensation Value"** means, in respect of a particular Development Property, the Appraised Value of such Development Property;
- (g) **"Agreement"**, **"this Agreement"**, **"the Agreement"**, **"hereto"**, **"hereof"**, **"herein"**, **"hereby"**, **"hereunder"** and similar expressions mean or refer to this Agreement as amended from time to time and any indenture, agreement or instrument supplemental or ancillary hereto or in implementation hereof, and the expressions **"Article"**, **"Section"**, **"Subsection"** and **"Schedule"** followed by a number or letter

mean and refer to the specified article, section, subsection or schedule of this Agreement;

- (h) **"Agreement Period"** means, in the case of any Property and all matters relating thereto, the period commencing on the Execution Date and ending on the Closing of the Transaction relating to such Property;
- (i) **"Applicable Laws"** means all statutes, laws, by-laws, regulations, ordinances and orders of governmental or other public authorities having jurisdiction;
- (j) **"Applicable Net Worth Criteria"** means: (i) in respect of a Guarantee and Indemnity for the Arena Work, Concert Hall Work and the Convention Centre Work, a Net Worth of at least \$25,000,000.00; and (ii) in respect of a Guarantee and Indemnity for the Arena Lease, the Concert Hall Lease and the Convention Centre Lease, a Net Worth of at least \$10,000,000.00 as it relates to operations and not the Work; if a Guarantee and Indemnity relates to more than one of the covenants, obligations and indemnities described in (i) and (ii), the Applicable Net Worth Criteria shall be the sum of such applicable minimums;
- (k) **"Appraised Value"** means the fair market value of the applicable Development Property determined as at the date of termination of this Agreement as it relates to a particular Property by an appraisal to be obtained from a qualified appraiser to be agreed upon by the Parties, which appraisal shall be based on terms of reference to be agreed upon by the Parties.
- (l) **"Arena"** means the premises forming part of the Arena Property, as such premises may be expanded, redeveloped, modified and/or replaced from time to time;
- (m) **"Arena Lease"** means the lease to be entered into between the City and the HUPEG Arena Tenant on the Initial Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which, *inter alia*, the HUPEG Arena Tenant is to lease the Arena Property from the City, undertake the Arena Work and assume responsibility for the Operating Agreements relating to the Arena Property;
- (n) **"Arena Property"** means, collectively, the Arena and the lands on which the Arena is located, as agreed upon by the Parties pursuant to Section 4.6(b), but does not include the airspace above the existing Arena (other than to the extent required for the Arena Work);
- (o) **"Arena Transaction"** means the granting of the leasehold interest in the Arena Property pursuant to this Agreement by way of the Arena Lease;
- (p) **"Arena Work"** has the meaning given to it in Schedule A;
- (q) **"Arena Work Performance Documentation"** means, collectively: (i) a Guarantee and Indemnity in respect of the Arena Work, and (ii) either: (A) a construction bond in respect of, and in an amount equal to 100% of the budgeted cost of, the Arena Work, or (B) a letter of credit in respect of, and in an amount equal to 100% of the budgeted cost of the Arena Work, the choice between (A) and (B) to be made by

HUPEG, and none of which will permit reductions for progress or the achievement of milestones;

- (r) **"Assigned Operating Agreements"** means, in respect of any Property, the Operating Agreements for such Property existing on the applicable Closing Date other than the Unassigned Operating Agreements for such Property; for greater certainty, it is confirmed that Assigned Operating Agreements do not include any Inapplicable Operating Agreements;
- (s) **"Assignment and Assumption of Operating Agreements"** means, in the case of any Property, the agreement to be entered into between the City and the applicable HUPEG Entity on the applicable Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5; pursuant to which, inter alia: (i) the City assigns all of its rights and benefits under the Assigned Operating Agreements for such Property to the applicable HUPEG Entity, (ii) the applicable HUPEG Entity assumes and agrees to satisfy and be bound by all of the obligations and covenants of the City under such Assigned Operating Agreements; (iii) the applicable HUPEG Entity agrees to be responsible, and indemnify the City, for all Claims and Losses incurred by the City in respect of such Assigned Operating Agreements for matters that relate to the period from and after the applicable Closing Date; (iv) the applicable HUPEG Entity agrees to be responsible, and indemnify the City, for all Claims and Losses incurred by the City for, in respect of and/or arising as a result of the termination or non-assumption of the City-Indemnified Unassigned Operating Agreements for such Property (which, for greater certainty, does not include the Undisclosed Operating Agreements), which indemnified Claims and Losses shall include, without limitation, all fees and costs relating to or resulting from the termination (or attempted termination) of the City-Indemnified Unassigned Operating Agreements and amounts paid or payable thereunder that relate to the period from and after the applicable Closing Date; and (v) the City agrees to indemnify the applicable HUPEG Entity for all Losses incurred by such HUPEG Entity under such Assigned Operating Agreements for matters that relate to the period prior to the applicable Closing Date (other than those relating to the maintenance, repair and/or condition of any Property);
- (t) **"Assignment and Assumption of Permitted Encumbrances"** means, in the case of any Development Property Transaction, an agreement to be entered into by the applicable HUPEG Entity in favour of the City on the applicable Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which the City assigns all of its rights and benefits under all Permitted Encumbrances affecting the subject Property to the applicable HUPEG Entity and the applicable HUPEG Entity assumes and agrees to be bound by all obligations of the City under all Permitted Encumbrances affecting the subject Property and to fully indemnify and save harmless the City in respect of all Claims and Losses incurred by the City that relate to the period following the applicable Closing Date;
- (u) **"Business Day"** means any day which is not a Saturday, Sunday or a day observed as a statutory holiday in the Province of Ontario;
- (v) **"Carmen's"** means The Hospitality Centre Corporation;

- (w) **"Carmen's Release"** means the mutual release to be executed by Carmen's and the City on the Initial Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which
 - (i) Carmen's releases the City from all Claims and obligations arising under or pursuant to the facility operating management agreement dated as of March 1, 2013 between the City, Mercanti Banquet & Convention Centre Ltd. and Carmen's in respect of the Convention Centre (as amended, supplemented and/or otherwise modified) relating to the period from and after the Initial Closing Date; and
 - (ii) the City releases Carmen's from all Claims and obligations arising under or pursuant to such agreement relating to the period from and after the Initial Closing Date;
- (x) **"CCMA Booking"** means the Event Booking for the Canadian Country Music Association, which is scheduled for September 13 to 17, 2023; it is confirmed that the CCMA Booking may not be cancelled, rescheduled, moved or otherwise modified other than in accordance with Section 5.14;
- (y) **"City"** means the City of Hamilton;
- (z) **"City Employees"** means Employees that are employed by or on behalf of the City, but does not include any Operations Employees;
- (aa) **"City-Indemnified Unassigned Operating Agreements"** has the meaning given to it in Section 5.2(b);
- (bb) **"City Council"** has the meaning given to it in the recitals;
- (cc) **"City Solicitor"** means the City Solicitor for the City of Hamilton;
- (dd) **"City's Solicitors"** means Davies Ward Phillips & Vineberg LLP or such other solicitors as are appointed by the City from time to time;
- (ee) **"Claims"** means all past, present and future claims, suits, proceedings, demands and actions of any nature or any kind whatsoever;
- (ff) **"Closing"** means the Initial Closing or the Development Property Closing, as the case may be;
- (gg) **"Closing Date"** means the Initial Closing Date or the Development Property Closing Date, as the case may be;
- (hh) **"Closing Documents"** means, in the case of any Transaction, the agreements, instruments and other documents to be delivered pursuant to Sections 8.1 and 8.2 in respect of such Transaction;
- (ii) **"Collateral Transaction Conditions"** has the meaning given to it in Section 7.2;
- (jj) **"Community Living Arrangements"** has the meaning given to it in item 6 of Schedule H;
- (kk) **"Community Living Lease"** has the meaning given to it in item 6 of Schedule H;

- (ll) **"Concert Hall"** means the premises forming part of the Concert Hall Property, as such premises may be expanded, redeveloped, modified and/or replaced from time to time;
- (mm) **"Concert Hall Lease"** means the lease to be entered into between the City and the HUPEG Concert Hall Tenant on the Initial Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which, *inter alia*, the HUPEG Concert Hall Tenant is to lease the Concert Hall Property from the City, undertake the Concert Hall Work and assume responsibility for the Operating Agreements relating to the Concert Hall Property;
- (nn) **"Concert Hall Property"** means, collectively, the Concert Hall and the lands on which the Concert Hall is located, as agreed upon by the Parties pursuant to Section 4.6(b), but does not include the airspace above the existing Concert Hall (other than to the extent required for the Concert Hall Work);
- (oo) **"Concert Hall Transaction"** means the granting of the leasehold interest in the Concert Hall Property pursuant to this Agreement by way of the Concert Hall Lease;
- (pp) **"Concert Hall Work"** has the meaning given to it in Schedule B;
- (qq) **"Concert Hall Work Performance Documentation"** means, collectively: (i) a Guarantee and Indemnity in respect of the Concert Hall Work, and (ii) either: (A) a construction bond in respect of, and in an amount equal to 100% of the budgeted cost of, the Concert Hall Work, or (B) a letter of credit in respect of, and in an amount equal to 100% of the budgeted cost of the Concert Hall Work, the choice between (A) and (B) to be made by HUPEG, and none of which will permit reductions for progress or the achievement of milestones;
- (rr) **"Confidentiality Agreement"** means the non-disclosure agreement dated as of August, 2020 between the City and HUPEG;
- (ss) **"Control"** or **"Controlled"** means the right to direct the management and policies of a Person, whether directly or indirectly, or to elect a majority of the board of directors or the trustees of a Person, whether through the ownership of voting securities or by contract or otherwise;
- (tt) **"Convention Centre"** means the premises forming part of the Convention Centre Property, as such premises may be expanded, redeveloped, modified and/or replaced from time to time;
- (uu) **"Convention Centre Lease"** means the lease to be entered into between the City and the HUPEG Convention Centre Tenant on the Initial Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which, *inter alia*, the HUPEG Convention Centre Tenant is to lease the Convention Centre Property from the City, undertake the Convention Centre Work and assume responsibility for the Operating Agreements relating to the Convention Centre Property;

- (vv) **"Convention Centre Property"** means, collectively, the Convention Centre and the lands on which the Convention Centre is located, as agreed upon by the Parties pursuant to Section 4.6(b), but does not include the HCC Subterranean Parking Lot, the lands on which the HCC Subterranean Parking Lot is located and/or the airspace above the existing Convention Centre (other than to the extent required for the Convention Centre Work);
- (ww) **"Convention Centre Transaction"** means the granting of the leasehold interest in the Convention Centre Property pursuant to this Agreement by way of the Convention Centre Lease;
- (xx) **"Convention Centre Work"** has the meaning given to it in Schedule C;
- (yy) **"Convention Centre Work Performance Documentation"** means, collectively:
 - (i) a Guarantee and Indemnity in respect of the Convention Centre Work, and (ii) either: (A) a construction bond in respect of, and in an amount equal to 100% of the budgeted cost of, the Convention Centre Work, or (B) a letter of credit in respect of, and in an amount equal to 100% of the budgeted cost of the Convention Centre Work, the choice between (A) and (B) to be made by HUPEG, and none of which will permit reductions for progress or the achievement of milestones;
- (zz) **"Designee"** has the meaning given to it in Section 9.10(a);
- (aaa) **"Development Properties"** means the properties municipally known as 14 Vine Street, 12 & 28 York Boulevard and 191 York Boulevard, each in Hamilton, Ontario, and **"Development Property"** means any one of them;
- (bbb) **"Development Property Closing"** means the closing of a Development Property Transaction;
- (ccc) **"Development Property Closing Date"** means, in respect of any particular Development Property Transaction, subject to Sections 5.12(b) and 8.3, the date that is the earlier of: (i) December 31, 2023; and (ii) the 15th Business Day following the satisfaction or waiver by both Parties of the Collateral Transaction Conditions in respect of such Development Property Transaction;
- (ddd) **"Development Property Development"** has the meaning given to it in Section 3.2;
- (eee) **"Development Property Interests"** means Subject Interests in respect of the Development Properties;
- (fff) **"Development Property Transactions"** means the transactions of purchase and sale in respect of the Development Properties pursuant to this Agreement and **"Development Property Transaction"** or **"Subsequent Transaction"** means one of them;
- (ggg) **"Document Settlement Date"** means the 60th day following the Execution Date, provided that, if such 60th day is not a Business Day, the Document Settlement Date shall be the next Business Day after such 60th day;

- (hhh) **"Document Settlement Deadline"** means 5:00 p.m. on the Document Settlement Date;
- (iii) **"Early Access Agreement"** means the access agreement dated as of January 5, 2021 between the City and HUPEG with respect to the Properties;
- (jjj) **"Eligible HUPEG Person"** means a HUPEG Person whose sole purpose and business is the acquisition, ownership, development, management and/or operation of the subject Property and, if applicable, any other Property;
- (kkk) **"Eligible Portions"** means those portions of the Entertainment Venues that would be eligible for designation as a Municipal Capital Facility pursuant to O.Reg 603/06 of the *Municipal Act, 2001* and, for greater certainty, does not include any part or portion of any Entertainment Venue that is not itself a municipal capital facility notwithstanding that it may be contiguous with or part of land or works that is or are municipal capital facilities;
- (lll) **"Employee"** means all personnel employed, engaged or retained in connection with the ownership, operation and/or management of any Property, including any that are on medical or long-term disability leave, or other statutory or authorized leave of absence;
- (mmm) **"Encumbrances"** means, in respect of any Property, all mortgages, pledges, charges, liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest, in such Property or any part thereof, and any agreements, leases, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to such Property or any part thereof; provided, for greater certainty, that an instrument that does not relate to a Property does not constitute an Encumbrance in respect of such Property notwithstanding that it may be registered on title to such Property; for greater certainty, Inapplicable Encumbrances do not constitute Encumbrances;
- (nnn) **"Energy Agreements"** means, collectively, the (A) Power Purchase Agreement dated December 31, 2002 between Hamilton Hydro Services Inc., Hamilton Community Energy and the City, as amended by agreements dated June 6 2008 and October 1, 2019; (B) License Agreement dated January 1, 2015 between the City and HCE Energy Inc., (C) Thermal Energy Agreement dated December 31, 2002 between the City, Hamilton Community Energy and Hamilton Hydro Services Inc., and (D) Energy Services Agreement dated January 1, 2015 between the City and HCE Energy Inc.
- (ooo) **"Entertainment Venues"** has the meaning given to it in the recitals of this Agreement;
- (ppp) **"Environmental Laws"** means all Applicable Laws now in existence governing or regulating the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, discharge of, or exposure to Hazardous Substances or intended to protect the environment;

- (qqq) **"Environmental Release"** means, in respect of each Development Transaction, the release and indemnity executed by HUPEG and the applicable HUPEG Entity in favour of the City on the applicable Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, pursuant to which, *inter alia*, each of HUPEG and such HUPEG Entity releases and discharges the City from all Claims arising from time to time relating to environmental matters relating to or resulting from the applicable Property and agrees to indemnify the City in respect of any Claims made against the City from time to time in connection with environmental matters relating to or resulting from such Property;
- (rrr) **"ETA"** means the *Excise Tax Act* (Canada), as amended from time to time, and includes the regulations thereunder;
- (sss) **"Execution Date"** means the date of this Agreement, as set out on the cover page hereof;
- (ttt) **"Existing Tax Incremental Grant Program"** means the "Hamilton Tax Increment Grant Program" established by the City of Hamilton, existing as of June 10, 2020, or such other tax program in the City's discretion which provides for the same rebates and benefits as such first-mentioned program;
- (uuu) **"Expert Opinion"** has the meaning given to it in Section 5.12(a)(i);
- (vvv) **"Extended Tax Incremental Grant Program"** has the meaning given to it in Section 5.6(a);
- (www) **"Extended TIG Total Amount"** has the meaning given to it in Section 5.6(a);
- (xxx) **"Event Bookings"** means bookings for events of any nature whatsoever at the Entertainment Venues;
- (yyy) **"Governmental Authorities"** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (zzz) **"Guarantee and Indemnity"** means, in respect of a particular agreement or agreements, a full and unconditional guarantee and indemnity in favour of the City of all obligations and liabilities of the parties (other than the City) to such agreement(s), which guarantee and indemnity will contain an ongoing covenant from the guarantor and indemnifier to continue to satisfy the Applicable Net Worth Criteria and will provide that all Persons comprising the guarantor and indemnifier thereunder are jointly and severally liable for all obligations of the guarantor and indemnifier thereunder; provided that such guarantee and indemnity will expressly provide that it will be in effect only during such time(s), if any, that the HUPEG

Entity that is a party to the underlying agreement(s) does not itself satisfy the Applicable Net Worth Criteria;

- (aaaa) **"Hazardous Substances"** means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, solid or liquid waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination, regulated by any applicable Environmental Laws.
- (bbbb) **"HCC Subterranean Parking Lot"** means the lands and improvements comprising subterranean parking lot identified in Schedule G;
- (cccc) **"HST"** means all harmonized sales tax imposed under Part IX of the ETA or under any other similar statute in any jurisdiction of Canada;
- (dddd) **"HST Undertaking and Indemnity"** means an undertaking and indemnity in customary form for commercial transactions in the Province of Ontario;
- (eeee) **"HUPEG"** means Hamilton Urban Precinct Entertainment Group L.P. ;
- (ffff) **"HUPEG Development Properties Purchaser"** means: (i) until HUPEG designates an Eligible HUPEG Person as the HUPEG Development Properties Purchaser in accordance with Section 9.10(a), HUPEG; and (ii) upon HUPEG designating an Eligible HUPEG Person as the HUPEG Development Properties Purchaser in accordance with Section 9.10(a), such designated Eligible HUPEG Person;
- (gggg) **"HUPEG Arena Tenant"** means: (i) until HUPEG designates an Eligible HUPEG Person as the HUPEG Arena Tenant in accordance with Section 9.10(a), HUPEG; and (ii) upon HUPEG designating an Eligible HUPEG Person as the HUPEG Arena Tenant in accordance with Section 9.10(a), such designated Eligible HUPEG Person;
- (hhhh) **"HUPEG Concert Hall Tenant"** means: (i) until HUPEG designates an Eligible HUPEG Person as the HUPEG Concert Hall Tenant in accordance with Section 9.10(a), HUPEG; and (ii) upon HUPEG designating an Eligible HUPEG Person as the HUPEG Concert Hall Tenant in accordance with Section 9.10(a), such designated Eligible HUPEG Person;
- (iv) **"HUPEG Convention Centre Tenant"** means: (i) until HUPEG designates an Eligible HUPEG Person as the HUPEG Convention Centre Tenant in accordance with Section 9.10(a), HUPEG; and (ii) upon HUPEG designating an Eligible HUPEG Person as the HUPEG Convention Centre Tenant in accordance with Section 9.10(a), such designated Eligible HUPEG Person;
- (jjjj) **"HUPEG Entity"** means, in the case of any Property or Transaction, the HUPEG Person that is or will be the purchaser or tenant of or under such Property or Transaction, as the case may be. For greater certainty: (i) the HUPEG Arena Tenant is the HUPEG Entity with respect to the Arena Property and the Arena Transaction; (ii) the HUPEG Concert Hall Tenant is the HUPEG Entity with respect

to the Concert Hall Property and the Concert Hall Transaction; (iii) the HUPEG Convention Centre Tenant is the HUPEG Entity with respect to the Convention Centre Property and the Convention Centre Transaction; and (iv) the HUPEG Development Property Purchaser is the applicable HUPEG Entity with respect to the Development Properties and each of the Development Property Transactions; and "**HUPEG Entities**" means all of them;

- (kkkk) "**HUPEG Partner**" means a partner of HUPEG;
- (llll) "**HUPEG Person**" means a Person that satisfies all of the following criteria: (i) Carmen's Group Inc. (or an Affiliate thereof) at all times has and exercises, directly or indirectly, the full and exclusive power to control and direct in all circumstances the management and decisions of such Person; (ii) Laborers' International Union of North America (also known as "LiUNA"), Meridian Credit Union, Paletta International Corporation, Global Spectrum Facility Management Limited, Live Nation Worldwide, Inc. and Carmen's Group Inc., collectively (or a combination thereof and not necessarily including each of the foregoing entities), directly or indirectly beneficially own (other than by way of security only) at least 60% of each class of ownership interests (whether partnership interests, shares or other securities) of such Person; and (iii) no Restricted Person directly or indirectly owns any ownership interest in such Person;
- (mmmm) "**HUPEG Tenant**" means: (i) in respect of the Arena or Arena Lease, the HUPEG Arena Tenant; (ii) in respect of the Concert Hall or Concert Hall Lease, the HUPEG Concert Hall Tenant; and (iii) in respect of the Convention Centre or Convention Centre Lease, the HUPEG Convention Centre Tenant;
- (nnnn) "**HUPEG's AGH Collaboration and Support**" means collaboration and support to the AGH (and, where applicable, the City) which shall include: (i) a contribution by HUPEG of no less than \$2,000,000 to the AGH as set out in the letter of intent between HUPEG and the AGH attached to this Agreement as Schedule D; and (ii) such other collaboration and support set out in the letter of intent between HUPEG and the AGH attached to this Agreement as Schedule D;
- (oooo) "**HUPEG's Solicitors**" means Gowling WLG (Canada) LLP or such other solicitors as are appointed by HUPEG from time to time;
- (pppp) "**Inapplicable Encumbrances**" means those encumbrances that do not relate to, or encumber, any Property, whether or not registered on title to a Property;
- (qqqq) "**Inapplicable Operating Agreements**" means those agreements that the City has delivered as Property Information that the parties have agreed (or by their terms) do not apply to any Property and therefore were not supposed to have been delivered as Property Information;
- (rrrr) "**Indemnity re Unassigned Operating Agreements**" means, in the case of any Transaction, the agreement to be entered into between the City, HUPEG and the applicable HUPEG Entity on the applicable Closing Date, pursuant to which the City agrees to indemnify and save harmless HUPEG and the applicable HUPEG Entity from all Claims and Losses incurred by or brought against HUPEG and the applicable HUPEG Entity under or in respect of the Unassigned Operating

Agreements for the Property(ies) that is the subject of such Transaction for matters that relate to the period prior to the applicable Closing Date, excluding any Claims or Losses incurred for, in respect of and/or as a result of the termination or non-assumption of the City-Indemnified Unassigned Operating Agreements for such Property (including, without limitation, all fees and costs relating to or resulting from the termination (or attempted termination) of such City-Indemnified Unassigned Operating Agreements and amounts paid or payable thereunder that relate to the period from and after the applicable Closing Date);

- (ssss) **"Initial Closing"** means the closing of the Initial Transactions;
- (tttt) **"Initial Closing Date"** means April 1, 2022 or such other date as the Parties may agree, each acting in its sole and unfettered discretion; it is confirmed that the Initial Closing Date is the commencement date of each Lease;
- (uuuu) **"Initial Transactions"** means, collectively, the Arena Transaction, the Concert Hall Transaction and the Convention Centre Transaction; and **"Initial Transaction"** means one of them;
- (vvvv) **"Knowledge of the City"** means the actual knowledge of Ryan McHugh, Raymond Kessler, Al Dore and Anders Knudsen, after having made reasonable inquiries of such City departments that are reasonably likely to have knowledge of the relevant matter; provided, for greater certainty, such reasonable inquiries shall not require any such individual or department to conduct any investigation the results of which would be available by way of customary "off-title" inquiries by HUPEG's Solicitors;
- (wwww) **"Lease"** means the Arena Lease, the Concert Hall Lease or the Convention Centre Lease;
- (xl) **"Losses"** means all obligations, losses, damages, liabilities, debts, judgments, penalties, costs and expenses of any nature whatsoever (including all legal fees and disbursements on a full indemnity basis and expert witness fees and disbursements incurred in connection with any Claims);
- (yyyy) **"Management Agreement"** means: (i) the Management Agreement between Global Spectrum Facility Management, L.P. and the City of Hamilton with an effective date of March 1, 2013, as amended by an Amending Agreement with an effective date of October 1, 2019, and as may be further amended; and (ii) a Facility Operating Management Agreement between the City of Hamilton, the Hospitality Centre Corporation, and Mercanti Banquet Centre & Convention Centre Ltd. dated March 1, 2013, as amended by an Amending Agreement with an effective date of October 1, 2019, and as may be further amended; and **"Management Agreements"** means both of them;
- (zzzz) **"Manager"** means the manager, operator or similar role under a Management Agreement;
- (aaaaa) **"Municipal Capital Facility"** means a municipal capital facility within the meaning of the *Municipal Act, 2001* (Ontario), as amended from time to time;

- (bbbb) **"Municipal Capital Facility Agreement"** means, in respect of any Eligible Portion of any Property or subject premises, an agreement to designate such Eligible Portion of any Property or subject premises as a Municipal Capital Facility entered into by the applicable parties on the applicable Closing Date;
- (cccc) **"Net Worth"** means, with respect to any Person at any time, the value of the total assets of such Person (excluding (i) goodwill, (ii) copyright, (iii) intellectual property, (iv) brand recognition value, and (v) any positive value of the leasehold interest arising under any Lease) less the value of the total liabilities of such Person (including (1) short term and long term in the most recent financial statements (including the liabilities arising pursuant to the Lease), and (2) any liabilities included as a note in the most recent financial statements of such Person unless such note provides that management and its legal counsel have determined that the claim associated with such liabilities is without merit) at such time, as determined based on the most recent quarterly financial statements for such Person prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (but excluding "fair value" reporting), in each case applied on a consistent basis;
- (dddd) **"Operating Agreements"** has the meaning given to it in Section 5.2(b);
- (eeee) **"Operations Employees"** means Employees that are employed by or on behalf of a Manager, including any such Employees for which the City (or its assigns) would become responsible for in connection with the termination of a Management Agreement; providing same shall not include any Employees employed directly by the City (and not by a Manager as agent for the City);
- (ffff) **"Parties"** means, collectively, the City and HUPEG; and **"Party"** means one of the Parties;
- (gggg) **"Permitted Encumbrances"** means:
- (i) those Encumbrances which, or notice of which, are registered against the title to any Property as of the Execution Date; provided that the City shall have delivered or otherwise made available to HUPEG prior to the Execution Date a copy of each agreement for which a notice has been registered on title to any Property as of the Execution Date without a copy of the subject agreement being attached thereto;
 - (ii) all Encumbrances which have been approved by HUPEG, are caused by or on behalf of any HUPEG Entity or any HUPEG Person or are created pursuant to this Agreement; and
 - (iii) all Encumbrances described in Schedule H that are in existence as of the applicable Closing;
- (hhhh) **"Person"** means any individual, partnership, corporation, joint venture, association, joint stock company, trust, unincorporated organization or a government or an agency or potential subdivision thereof, and "corporation" shall include "company" and *vice versa*;

- (v) **"Properties"** means the Arena Property, the Concert Hall Property, the Convention Centre Property, and any Development Property; and **"Property"** means one of them;
- (jjjjj) **"Property Information"** has the meaning given to it in Section 4.2(a);
- (kkkkk) **"Property Leases"** has the meaning given to it in Section 4.2(a)(vi);
- (lllll) **"Property-Related Representations"** means the representations and warranties made in Sections 2.1(e), 2.1(f), 2.1(g) and 2.1(h) and the corresponding representations, warranties and certifications made in any Closing Documents;
- (mmmmm) **"Reciprocal Rights Agreement"** means, in the case of each Transaction, the agreement to be entered into between the City and the applicable HUPEG Entity on the applicable Closing Date, in the form agreed to by the Parties prior to the Document Settlement Deadline in accordance with Section 4.5, to address interdependencies between the subject Property and other neighbouring properties owned by the City;
- (nnnnn) **"Related Person"** means, with respect to any Person: (i) any affiliate (as defined in the *Business Corporations Act* (Ontario)) of such Person; (ii) any director or senior officer of such Person (or of its trustee or general partner); and (iii) any director or senior officer of any affiliate (as defined in the *Business Corporations Act* (Ontario)) of such Person (or of its trustee or general partner);
- (ooooo) **"Restricted Person"** means a Person that itself or any Related Person (as defined in this definition) of which: (i) is listed, designated or sanctioned Person pursuant to anti-money laundering laws, economic sanction laws, anti-terrorist financing laws or anti-corruption laws of Canada or the United States; or (ii) has been convicted or found guilty (in a decision of a court of competent jurisdiction that has not been reversed or overturned) of, or admitted to, or is the subject of ongoing material legal proceedings alleging, fraud, breach of trust, corruption or money laundering/terrorist financing;
- (ppppp) **"Revitalization Plan"** has the meaning given to it in the recitals of this Agreement;
- (qqqqq) **"Skate Canada Booking"** means the Event Booking for the Skate Canada International Championships, which is scheduled to take place at the Arena on April 9, 2022; it is confirmed that the Skate Canada Booking may not be cancelled, rescheduled, moved or otherwise modified other than in accordance with Section 5.14;
- (rrrrr) **"Subject Interests"** means, in the case of any Property, the freehold or leasehold, as the case may be, interest in such Property and the rights and obligations of the City in the Assigned Operating Agreements and Permitted Encumbrances relating to such Property;
- (sssss) **"Summer's Lane"** means the lands forming part of the Convention Centre Property that are identified as "Summer's Lane", as agreed upon by the Parties pursuant to Section 4.6(b);

(ttttt) **"Threshold Conditions"** has the meaning given to it in Section 7.1;

(uuuuu) **"Transactions"** means, collectively, the Arena Transaction, the Concert Hall Transaction, the Convention Centre Transaction and the Development Property Transactions; and **"Transaction"** means one of them;

(vvvvv) **"Unassigned Operating Agreements"** has the meaning given to it in Section 5.2(b); and

(wwwww) **"Work"** means collectively, the Arena Work, the Concert Hall Work and the Convention Centre Work.

1.2 Schedules

The Schedules attached to this Agreement and listed below shall have the same force and effect as if the information contained therein were contained in the body of this Agreement:

Schedule A	-	Arena Lease – Key Terms and Features
Schedule B	-	Concert Hall Lease – Key Terms and Features
Schedule C	-	Convention Centre Lease – Key Terms and Features
Schedule D	-	Letter of Intent with AGH
Schedule E	-	Development Properties – Key Terms
Schedule F	-	Reciprocal Rights Agreements – Key Terms
Schedule G	-	Properties Descriptions
Schedule H	-	Permitted Encumbrances

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties Regarding the City

The City hereby represents and warrants (acknowledging that HUPEG is relying on such representations and warranties in entering into this Agreement) that, as of the Execution Date:

- (a) subject to the satisfaction of the condition in Section 7.1(a), the City has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement and all other documents which may be necessary to give effect to the transactions contemplated by this Agreement;
- (b) subject to the satisfaction of the condition in Section 7.1(a), this Agreement and all other agreements referred to in this Agreement which have been or will be entered into in accordance with this Agreement has been duly authorized by the City and will constitute valid, binding and enforceable obligations of the City;
- (c) except as has been or will be disclosed to HUPEG prior to the Execution Date, neither the execution and delivery of this Agreement or any other agreement contemplated by this Agreement nor the fulfilment of or compliance with the terms and conditions hereof or thereof conflicts with or will conflict with or results in a material breach of any of the terms, conditions or provisions of or constitute a

material default under any agreement or instrument to which the City is a party or by which it is bound;

- (d) except as has been or will be disclosed to HUPEG prior to the Execution Date, there are no actions, suits or proceedings pending or threatened against the City which could reasonably be anticipated to materially adversely affect the ability of the City to perform its obligations under this Agreement;
- (e) to the Knowledge of the City, the City has disclosed to HUPEG all Property Information in accordance with Section 4.2 and without limiting the generality of the foregoing, there are no Property Leases other than as disclosed in the Property Information;
- (f) to the Knowledge of the City, the City is not aware of any expropriation proceedings that the City is itself carrying out and the City has not received written notice of any other expropriation proceedings being carried out by any other authority (including any municipal agency) with powers of expropriation, in each case relating to all or any portion of any Property;
- (g) to the Knowledge of the City, the City has not received written notice from any Governmental Authority (other than communication within the City) with respect to any claim, citation, order, directive or notice of investigation concerning any alleged violation of, liability or potential liability with respect to any Property under any Environmental Laws other than any such notices that (or the subject matter of which): (i) are set out in the Property Information; (ii) have been disclosed (or are deemed pursuant to Section 4.2(c) of this Agreement to have been disclosed) to HUPEG prior to the Execution Date, (iii) are discoverable by customary off-title inquiries in respect of the Property, or (iv) have been complied with, cured or resolved, as the case may be;
- (h) to the Knowledge of the City, there are no material defects in the structural components of any building on any Property that could not reasonably have been discovered by any testing and/or inspections of such building permitted pursuant to the Early Access Agreement, other than any such defects that: (i) are set out in the Property Information (or reasonably inferred from the Property Information), (ii) have been disclosed (or are deemed pursuant to Section 4.2(c) of this Agreement to have been disclosed) to HUPEG prior to the Execution Date, or (iii) are discoverable by customary off-title inquiries in respect of the Property. For the purpose of this representation, any testing and/or inspection: (I) that is approved by the City; or (II) for which it would be unreasonable to withhold approval if such approval was requested by HUPEG, is deemed to be permitted pursuant to the Early Access Agreement whether or not a request was made for such approval; and
- (i) with respect to the lease of 191 York Boulevard, Hamilton, Ontario by Community Living Hamilton:
 - (i) the Community Living Arrangements are on the terms set out in the Community Living Lease and the subsequent arrangements that were approved by City Council on May 7, 2014 as set out in the General Issues Committee Minutes 14-010; and

- (ii) to the knowledge of the City, there is no default by the City, as landlord, under the Community Living Arrangements.

2.2 Representations and Warranties Regarding HUPEG Entities

HUPEG hereby represents and warrants (acknowledging that the City is relying on such representations and warranties in entering into this Agreement) that, as of the date hereof:

- (a) HUPEG is a limited partnership existing under the laws of the Province of Ontario;
- (b) the general partner of each HUPEG Entity that is a partnership is a corporation duly formed and validly existing and is in good standing under the laws of the Province of Ontario or the federal laws of Canada;
- (c) (i) each of HUPEG and each HUPEG Entity is, and will at each Closing be, a HUPEG Person; and (ii) the organizational structure set out in Schedule I hereto accurately and completely reflects the ownership of HUPEG as of the Execution Date and the organizational structure set out in Schedule I (as may be amended by HUPEG by notice to the City prior to the applicable Closing Date) will accurately and completely reflect the ownership of HUPEG and each HUPEG Entity as of the applicable Closing Date;
- (d) each HUPEG Entity has all necessary capacity, power and authority to enter into and to carry out the provisions of this Agreement and all other documents which may be necessary to give effect to the Transactions;
- (e) this Agreement and all other agreements referred to in this Agreement which have been or will be entered into in accordance with this Agreement have been duly authorized by each HUPEG Entity that is or will be a party thereto and will constitute valid, binding and enforceable obligations of each HUPEG Entity that is or will be a party thereto;
- (f) neither the execution and delivery of this Agreement or any other agreement contemplated by this Agreement nor the fulfilment of or compliance with the terms and conditions hereof or thereof:
 - (i) conflicts with or will conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under any HUPEG Entity's constating documentation; or
 - (ii) conflicts with or will conflict with or result in a material breach of any of the terms, conditions or provisions of or constitute a material default under any agreement or instrument to which a HUPEG Entity is a party or by which it is bound;
- (g) there are no actions, suits or proceedings pending or threatened against any HUPEG Entity which could reasonably be expected to materially adversely affect the ability of such HUPEG Entity to perform its obligations under this Agreement or the Closing Documents to which it will be a party or which could reasonably be expected to materially adversely affect the development, operation or

management of any of the Properties in accordance with the terms of this Agreement and the Closing Documents;

- (h) each HUPEG Entity is purchasing or leasing, as the case may be, the applicable Property as principal, for such HUPEG Entity's own benefit and account, and no such Property is being purchased or leased, as the case may be, by the applicable HUPEG Entity as an agent or trustee or otherwise on behalf of another Person (which for clarity, does not include a general partner holding in its capacity as general partner on behalf of the limited partners of a limited partnership);
- (i) each HUPEG Entity that is not a partnership is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and each HUPEG Entity that is a partnership is a Canadian partnership within the meaning of the *Income Tax Act* (Canada); and
- (j) none of HUPEG, any HUPEG Partner or any Affiliate of HUPEG or of any HUPEG Partner nor, to the best of HUPEG's knowledge (after due inquiry), any director, officer, agent, shareholder (other than by way of publically traded shares) or Person acting on behalf of HUPEG, any HUPEG Partner or any Affiliate of HUPEG or of any HUPEG Partner, has (i) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "**CFPOA**"), or the Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"); (ii) taken any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "foreign public official" (as such term is defined in the CFPOA) or any "foreign official" (as such term is defined in the FCPA); (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; and HUPEG, each HUPEG Partner and each Affiliate of HUPEG or of any HUPEG Partner has instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with applicable anti-corruption laws and with the representation and warranty contained herein.

2.3 Survival of Representations and Warranties, Claims, Etc.

(a) Except as set out in the other provisions of this Section 2.3, the representations and warranties set forth in Sections 2.1 and 2.2 and in the certificates to be provided pursuant to Sections 8.1(c)(iv) and 8.2(c)(iv) shall survive each Closing Date and shall not merge on any Closing.

(b) Notwithstanding anything to the contrary contained in this Agreement or the Closing Documents, no Claim may be made, brought, commenced, asserted or pursued against the City for or in respect of any breach of any Property-Related Representation, unless notice thereof is received by the City describing in detail the facts and circumstances with respect to the subject matter of such Claim prior to the 18-month anniversary of the applicable Closing Date, irrespective of whether the subject matter of such Claim shall have occurred before or after such 18-month anniversary; and on such 18-month anniversary all Property-Related Representations shall cease to have any effect except to the extent (and in respect of) a written Claim that was delivered to the City in respect thereof in accordance with this Section 2.3(b).

(c) The Party to whom any representation, warranty or certification is made in this Agreement, shall give notice to the other Party of each breach of the representation, warranty or certification, together with details thereof, forthwith upon becoming aware of such breach if prior to the applicable Closing.

(d) Notwithstanding anything to the contrary contained in this Agreement and/or the Closing Documents: (i) no Claim may be made, brought, commenced, asserted or pursued against the City for or in respect of any breach of any Property-Related Representation to the extent that the subject of such breach would be (or would have been) addressed, resolved, remedied or rendered inconsequential by the Arena Work, Concert Hall Work or Convention Centre Work; and (ii) neither HUPEG nor any HUPEG Entity shall be entitled to refuse to complete the Initial Transactions (or any of them), whether on the basis of a failure of the condition in Section 7.4(c) to have been satisfied or otherwise, on the basis of a breach described in clause (i) of this Section 2.3(d).

(e) Notwithstanding any other provision of this Agreement or any of the Closing Documents, if prior to the applicable Closing HUPEG or any HUPEG Entity shall become aware of any breach of any representation, warranty or certification given or to be given by the City in this Agreement or any Closing Document that would result in the condition set out in Section 7.4(c) not being satisfied (a "**Breach of Representation**"), it shall forthwith give notice to the City and the applicable HUPEG Entity's right and remedy in respect of such Breach of Representation shall be as set out in Section 7.5, provided that, except as specifically provided in Section 7.5(d) (and notwithstanding the other provisions of Section 7.5), neither HUPEG nor any HUPEG Entity shall be entitled to recover from the City any Losses of any nature whatsoever as a result of, or relating to, any failure of any Property-Related Representation to be true and accurate as of the applicable Closing Date if such Property-Related Representation was true and accurate as of the Execution Date. Furthermore, if the subject Closing is completed with HUPEG and/or any HUPEG Entity having actual knowledge of such Breach of Representation prior to the applicable Closing, HUPEG and each HUPEG Entity shall be deemed to have waived all rights to make, bring, commence, assert or pursue any Claim against the City for or in respect of, and to recover from the City any Losses incurred as a result of, such Breach of Representation.

(f) In the event of any conflict or inconsistency between the provisions of this Section 2.3 and any other provisions of this Agreement or the Closing Documents, the provisions of this Section 2.3 shall govern and prevail in respect of such conflict or inconsistency.

ARTICLE 3 TRANSACTIONS

3.1 Initial Transactions

The Parties agree that, subject to the terms and conditions set out in this Agreement, on the Initial Closing Date:

- (a) the City and the HUPEG Arena Tenant shall enter into the Arena Lease, pursuant to which the HUPEG Arena Tenant will lease the Arena Property from the City for nominal rent for a term of 49 years commencing on the Initial Closing Date, and pursuant to which the HUPEG Arena Tenant will: (i) assume and be responsible for the management and operation of the Arena Property (including the ongoing maintenance to maintain the facilities to an appropriate state of good repair) during the term of the Arena Lease; (ii) undertake the Arena Work, all on and subject to

the terms and conditions set out in the Arena Lease, all as referenced in Schedule A; and (iii) have a right to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the commencement date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases;

- (b) the City and the HUPEG Concert Hall Tenant shall enter into the Concert Hall Lease, pursuant to which the HUPEG Concert Hall Tenant will lease the Concert Hall Property from the City for nominal rent for a term of 49 years commencing on the Initial Closing Date, and pursuant to which the HUPEG Concert Hall Tenant will: (i) assume and be responsible for the management and operation of the Concert Hall Property (including the ongoing maintenance to maintain the facilities to an appropriate state of good repair) during the term of the Concert Hall Lease; (ii) undertake the Concert Hall Work, all on and subject to the terms and conditions set out in the Concert Hall Lease (which will include an obligation to complete the Concert Hall Work by December 31, 2024, subject to force majeure), all as referenced in Schedule B; and (iii) have a right to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the commencement date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases; and
- (c) the City and the HUPEG Convention Centre Tenant shall enter into the Convention Centre Lease, pursuant to which the HUPEG Convention Centre Tenant will lease the Convention Centre Property from the City for nominal rent for a term of 49 years commencing on the Initial Closing Date, and pursuant to which the HUPEG Convention Centre Tenant will: (i) assume and be responsible for the management and operation of the Convention Centre Property (including the ongoing maintenance to maintain the facilities to an appropriate state of good repair) during the term of the Convention Centre Lease; (ii) undertake the Convention Centre Work, all on and subject to the terms and conditions set out in the Convention Centre Lease (which will include an obligation to complete the Convention Centre Work by December 31, 2024, subject to force majeure), all as referenced in Schedule C; and (iii) have a right to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the commencement date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases.

3.2 Development Transaction

The Parties agree that, subject to the terms and conditions set out in this Agreement, on the Development Property Closing Date, the City shall sell, transfer, assign, set over and convey to the HUPEG Development Properties Purchaser, free and clear of all Encumbrances save and except for Permitted Encumbrances, and the HUPEG Development Properties Purchaser shall purchase, acquire and assume from the City, free and clear of all Encumbrances save and except for Permitted Encumbrances, the Development Property Interests for nominal consideration and on the other terms set out in this Agreement, and the HUPEG Development Properties Purchaser will undertake a development or renovation to construct a mixed use or residential development thereon, the timing of which shall be in the

HUPEG Development Properties Purchaser's sole discretion, in accordance with the principal terms referenced in Schedule E that are applicable to such Property (the "**Development Property Development**").

ARTICLE 4 PRE-CLOSING MATTERS

4.1 Authorizations

The City will execute and deliver to HUPEG, within three (3) Business Days after request from HUPEG, authorizations to Governmental Authorities necessary to permit HUPEG to obtain information from the files of such Governmental Authorities with respect to each Property, provided that no such authorization shall authorize or request any Governmental Authority to conduct any inspections or investigations with respect to the Properties. HUPEG shall not initiate or request any inspections of the Properties by Governmental Authorities and shall obtain the prior approval of the City for any communications to be sent to any Governmental Authorities with respect to the Properties (other than customary "off-title" inquiries by HUPEG's Solicitors), which approval shall not be unreasonably withheld.

4.2 Property Information

(a) Prior to the Execution Date, the City delivered or otherwise made available to HUPEG for HUPEG's review, either electronically or otherwise, the following information, documentation and materials in respect of the Properties, in each case to the extent in the possession or control of the City (acting as owner of such Properties, and not as a regulatory authority):

- (i) a copy of the most recent survey of each Property, if any, prepared by an accredited Ontario Land Surveyor;
- (ii) for each Entertainment Venue, a list of all material equipment and machinery owned by the City located at and used exclusively in connection with such Entertainment Venue(s) (which, for greater certainty, excludes the personal property of the applicable property managers and tenants located at any Entertainment Venue) and a list of or other manner of identifying (whether by reference to a specific location or otherwise) all material equipment and machinery located at such Entertainment Venue that is not used exclusively in connection with such Entertainment Venue(s);
- (iii) a list of all ongoing litigation against the City (in its capacity as owner of the Property) relating to each Property as of the Execution Date known to the City;
- (iv) any current realty tax assessments, notices and tax bills relating to each Property and copies of any notices of all outstanding realty tax appeals and correspondence relating thereto as well as copies of any working papers issued by the applicable assessment authorities used in calculating an allocation of the assessment, in each case relating to the calendar years 2018, 2019 and/or 2020;

- (v) copies of any current operating contracts, service contracts, maintenance contracts, management contracts, equipment leases and other agreements binding on the City (including any such agreements entered into by a property manager as agent of the City) relating to Property and the buildings and improvements thereon, other than any such agreements that cannot be disclosed due to confidentiality reasons and therefore constitute Undisclosed Operating Agreements; for greater certainty, the City shall not be required to provide copies of any employment (or similar) contracts with any City Employees;
- (vi) copies of any current leases, subleases, offers to lease or sublease or other similar rights of use of occupation affecting each Property granted by or on behalf of the City ("**Property Leases**");
- (vii) all current permits, licences and agreements relating to each Property issued by, or with, any Governmental Authority in favour of the City, as owner of such Property;
- (viii) copies of the most current plans and specifications prepared by third party consultants for and relating to the buildings and improvements forming part of a Property including, without limitation, any such architectural, engineering, structural, mechanical and electrical drawings and building specifications;
- (ix) copies of the most current (final) building condition reports, inspections and assessments relating to the condition and repair of the buildings and improvements forming part of a Property, environmental site assessments reports and soil condition reports with respect to each Property, if any, prepared by third party consultants, together with and copies of the final draft of any such report prepared in the five (5) year period ending on the Execution Date where the City made an ultimate and final decision for a final report to not be issued in respect of such draft or further evolved version thereof; and
- (x) copies or other evidence (with details) of all insurance policies maintained by or on behalf of the City regarding the Properties,

the foregoing information, documentation and materials in respect of each Property (to the extent in the possession or control of the City), together with any and all other information, documentation and materials provided by or on behalf of the City to any HUPEG Entity prior to the Execution Date (including all information, documentation and materials deemed to have been provided by the City to each HUPEG Entity pursuant to Section 4.2(c) prior to the Execution Date) is herein referred to as the "**Property Information**".

(b) During the Agreement Period, the City shall deliver or otherwise make available to HUPEG for HUPEG's review, either electronically or otherwise, and any and all additional information, documentation and materials that comes into the possession or control of the City during the Agreement Period and would have constituted Property Information had it existed and been in the possession or control of the City prior to the Execution Date (all such information, documentation and materials are collectively referred to herein as "**Additional Property Information**"); provided that the City shall for all purposes of this Agreement (including, without

limitation, Section 4.7(b)) and the Closing Documents be deemed to have delivered and made available to HUPEG for HUPEG's review, all information, documentation and materials described in (A), (B), (C), (E) and (F) of Section 4.2(c) (with references in those Sections to the Execution Date being read as referring to the applicable Closing Date). HUPEG agrees that the City shall not have any obligation to provide or make available any other information, documentation and/or materials to HUPEG or any HUPEG Entity, other than as required by this Agreement.

(c) Each of the following information, documentation and materials shall be deemed for all purposes of this Agreement (including, for greater certainty, Sections 2.1(e), 2.1(f), 2.1(g), 2.1(h), 2.3(e) and 4.2(a)) and the Closing Documents to have been disclosed and delivered to HUPEG and each HUPEG Entity prior to the Execution Date: (A) any agreements, leases, plans and similar documents that are (or notice of which are) registered on title to any Property as of the Execution Date provided that where only notice of which is registered on title, the City shall be required to provide copies of all agreements relating thereto prior to the Execution Date; (B) any information, documentation and materials of which Carmen's actually knew or ought to have known about prior to the Execution Date (other than the Property Information described in Section 4.2(a)(ix)); (C) any information that HUPEG has actual knowledge of as of the Execution Date; (D) any information that is publically available by customary off-title inquiries; (E) any and all Event Bookings; and (F) any information that is included in or apparent from any information, documentation and/or materials that have been delivered or made available to HUPEG or any HUPEG Entity (including, without limitation, pursuant to this Section 4.2(c)).

(d) The Property Information and Additional Property Information disclosed or otherwise made available by the City to HUPEG shall be held in confidence by HUPEG and each of its representatives, consultants, agents, advisors and counsel and it shall be subject to the terms and conditions of this Agreement.

4.3 Participation of City Representative

At least two (2) Business Days prior to any meeting or other discussion between HUPEG or any HUPEG Entity (or any representatives of HUPEG or a HUPEG Entity) and any tenant, any property manager, any operator or any employee of, at or in respect of any Property, HUPEG or such HUPEG Entity shall give notice of such meeting or other discussion to the City which notice shall include a list of the expected participants and a general description of the nature of the meeting, save for meetings or discussions solely involving sensitive information as discussed below. The City shall be entitled to attend any such meeting or other discussion at the time and location specified by HUPEG or such HUPEG Entity in writing, acting reasonably, on prior notice to HUPEG or the applicable HUPEG Entity provided that, if at such meeting, or a portion thereof, the terms of a potential contract with the other party are to be discussed or if any other sensitive information to which the City should not reasonably be privy is to be discussed, the City shall not be permitted to attend the portion (if any) of a meeting during which such sensitive information is to be discussed.

4.4 Confidentiality

(a) This Agreement and the Transactions, and all matters that are the subject of this Agreement and/or the Transactions, including all discussions, agreements and dealings and information and documentation exchanged between the Parties relating thereto (including any Property Information and Additional Property Information), shall be kept confidential by the Parties and shall only be made available to such of a Party's employees, consultants and professional advisors and, in the case of HUPEG, potential and/or actual lenders or limited partners and their

professional advisors, as are required to have access to the same in order for the recipient Party to adequately use such information for the purposes for which it was furnished and on a basis whereby such Persons agree to maintain the confidential nature of such information. Notwithstanding the foregoing, the Parties shall be entitled to disclose (and shall not be required to keep confidential): (i) information which may be required to be disclosed by Applicable Law; (ii) information which, at the time of delivery by a Party, was in the public domain; (iii) information which, after delivery by a Party, becomes generally known or available to the public, other than through a breach by such Party; and (iv) information which the Parties agree in writing is not confidential information. Notwithstanding the foregoing, the City shall not be required to keep the Property Information and/or Additional Property Information confidential.

(b) Notwithstanding Section 4.4(a), each of the Parties acknowledges and agrees that Applicable Laws may require disclosure of the existence of, or the terms of, this Agreement, the Transactions and/or information provided by either Party to the other Party pursuant to or in connection with this Agreement and/or the Transactions. In particular, the approval of the Revitalization Plan by City Council may need to be in open session of City Council and as a result, certain of the terms hereof may become public information. In the event that the City receives a request for any confidential information described herein pursuant to the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) or any similar legislation, it shall promptly notify HUPEG of such request and take all reasonable steps permitted by Applicable Law to maintain and protect the confidentiality of such information.

(c) Until the last Closing, neither Party shall issue any press release or make any public announcement or release information with respect to this Agreement or the Transaction to the press or the public unless the same has been pre-approved by the other Party, acting in its sole discretion.

(d) The provisions of this Section shall supersede the provisions of the Confidentiality Agreement and the Confidentiality Agreement is hereby terminated.

(e) The provisions of this Section shall survive the termination of this Agreement and all Closings.

4.5 Settlement of Documents

(a) The Parties shall proceed diligently and in good faith to attempt to settle the contents of all Closing Documents to be executed and delivered by the City and HUPEG, the HUPEG Entities and any Acceptable Guarantor, if applicable; provided that: (i) the Parties agree the foregoing does not derogate from the provisions of Section 7.1(b) and 7.2(b), as applicable, which entitle the Parties to act in their sole and absolute discretion in respect of the settlement of the principal Closing Documents for the Initial Transactions and the principal Closing Documents for the Subsequent Transaction, provided that the Parties shall act reasonably and in good faith to implement the provisions of Section 4.5(b); and (ii) in the case of any Closing Documents to be executed and delivered in the form set out in a Schedule to this Agreement, such form shall not be subject to further negotiations and the City and the HUPEG Entities shall provide all details and/or information necessary to complete such documents, subject to the other's approval of the accuracy of such details and information, such approval not to be unreasonably withheld. As soon as practicable following the satisfaction or waiver of the Threshold Condition in Section 7.1(b), the City shall present this Agreement and the Transactions to City Council for its consideration.

- (b) The Parties agree that:
- (i) the form and content of the Arena Lease shall be settled in accordance with the provisions of Section 7.1(b), provided that the principal terms of the Arena Lease shall be as referenced in Schedule A;
 - (ii) the form and content of the Concert Hall Lease shall be settled in accordance with the provisions of Section 7.1(b), provided that the principal terms of the Concert Hall Lease shall be as referenced in Schedule B;
 - (iii) the form and content of the Convention Centre Lease shall be settled in accordance with the provisions of Section 7.1(b), provided that the principal terms of the Convention Centre Lease shall be as referenced in Schedule C; and
 - (iv) the form and content of the Reciprocal Rights Agreement shall be settled in accordance with the provisions of Section 7.1(b), provided that the principal terms of the Reciprocal Rights Agreement shall be as referenced in Schedule F; and
 - (v) the form and content of the Development Agreement for each Development Property shall be settled in accordance with the provisions of Section 7.1(b), provided that the principal terms of each such Development Agreement shall be as referenced in Schedule E and shall include the covenants relating to publically available parking set out in Section 5.16.

4.6 Establishment of Legal Descriptions

(a) The City shall proceed in good faith and use commercially reasonable efforts to propose the precise boundaries (by way of a registrable legal description) for each Property (and, with respect to the Entertainment Venues, sufficient to create a separate leasehold parcel for each Entertainment Venue) as soon as practicable following the date of this Agreement, which boundaries (and legal description therefor) shall be based on the scope and location of such Property reflected in Schedule G.

(b) The Parties shall act reasonably and in good faith to agree in writing as soon as possible following the proposal by the City on the precise boundaries (by way of a legal description) for each Property.

(c) All third party costs incurred by the City in order to establish the legal descriptions for the Properties and such other matters as are required to identify the precise locations of and requirements for any easements and other interdependencies that will form the subject of the Reciprocal Rights Agreements, including the costs associated with any surveys and reference plans obtained for the purposes of the Transactions and/or the Revitalization Plan, shall be shared between the City and HUPEG as follows: the City shall be responsible for the third party costs of obtaining such reference plans as may be required to identify the legal descriptions for the Properties (except for the incremental costs hereinafter identified in (i)) and HUPEG shall be responsible for (and shall reimburse the City for): (i) the incremental cost incurred by the City in obtaining reference plans that are sufficient to create a separate registrable leasehold parcel for each Entertainment Venue (rather than to simply identify the precise boundaries of the Entertainment Venues); and (ii) the third party costs of obtaining any other matters described in

this Section 4.6(c) (including, without limitation, any reference plans required for legal descriptions of any new easement requirements). Any third party costs that are partly attributable to matters that are the responsibility of the City and partly attributable to matters that are the responsibility of HUPEG shall be allocated between the Parties on an equitable basis. This Section 4.6(c) shall survive each Closing and/or the termination of this Agreement.

4.7 Operation Before Closing

(a) In the case of each Property, during the Agreement Period, the City shall be entitled to continue to operate (or cause the operation of) such Property in the ordinary course of business as a prudent owner, subject to the rights of any other Person pursuant to the Operating Agreements for such Property and recognizing the seasonal and interim/periodic nature of the Properties as well as the limitations arising in connection with the COVID-19 pandemic.

(b) Notwithstanding Section 4.7(a), in the case of each Property, during the Agreement Period, the City shall not be entitled to enter into any new agreements or commitments of any kind or nature with respect to any Property (including without limitation, any new Event Bookings, Property Leases, Encumbrances that are agreements or other Operating Agreements) or amend, release, terminate or otherwise alter any existing Event Bookings, Property Leases, Encumbrances that are agreements or other Operating Agreements (any such new agreements or commitments or amendments, releases, terminations or other alterations, "**Property Arrangements**") (save as permitted or required herein) except as follows:

- (i) in the case of any Property Arrangements not relating to or for the operation of a Property in the ordinary course of business, with the consent of HUPEG or the applicable HUPEG Entity, which consent may be granted or withheld in HUPEG's, or the applicable HUPEG Entity's, sole and unfettered discretion; and
- (ii) in the case of any Property Arrangements relating to or for the operation of a Property in the ordinary course of business, with the consent of HUPEG or the applicable HUPEG Entity, which consent shall not be unreasonably withheld, conditioned or delayed;

provided that, notwithstanding the foregoing, no consent from HUPEG and/or the applicable HUPEG Entity will be required for or in respect of any Property Arrangements that: (A) are necessary for the purposes of safety; (B) are entered into by an agent on behalf of the City pursuant to an authority that was delegated or granted prior to the Execution Date (including pursuant to any Management Agreement) and which authority has been disclosed to HUPEG in the Property Information; (C) the City is bound to enter into pursuant to the terms of any existing Property Arrangements (provided the same are terminable on thirty (30) days' notice or less; (D) that are entered into by Carmen's on behalf of the City, whether or not within the scope of its authority; or (E) do not include any terms, provisions or consequences that will be binding upon the applicable HUPEG Entity upon the applicable Closing. If the City enters into any Property Arrangements during the Agreement Period, it shall notify HUPEG and deliver a complete copy thereof; provided that, without derogating from the foregoing, if the City intends to enter into any Property Arrangements (other than through a designated authority described in (B) above) that will constitute Operating Agreements that remain in effect on the applicable Closing Date and do not require consent from HUPEG and/or the applicable HUPEG Entity, the City shall use commercially reasonable efforts to notify HUPEG in advance of doing so. Any Property Arrangements that are entered into during the Agreement Period in compliance with this

Section 4.7(b) (other than those described in the foregoing clause (D) hereof) shall be assigned to and assumed by the applicable HUPEG Entity as Permitted Encumbrances or Operating Agreements, as the case may be. Any Property Arrangements entered into during the Agreement Period in contravention of this Section 4.7(b) shall be deemed to be (and treated for all purposes of this Agreement as) Undisclosed Operating Agreements.

4.8 Permits and Approvals

To the extent reasonably requested by HUPEG and consistent with the timelines agreed to by the Parties, the City will provide its consent to such applications or authorizations for permits and approvals that are required to be executed by the City as an owner of property prior to the applicable Closing Date in order to assist HUPEG in making its applications, provided that the foregoing shall be at no cost to the City and that arrangements satisfactory to the City, acting reasonably, are put in place to protect the City, in its capacity as an owner of property, from any risk in respect thereof. HUPEG acknowledges that, in providing its consent to any such applications or authorizations for permits or approvals, the City is acting in its capacity as owner of the applicable Property and is not acting in its capacity as a regulatory body and is not (and will not be) committing to influence any decisions or discretion as a regulatory body.

ARTICLE 5 OTHER MATERIAL TERMS

5.1 Upgrades/Developments

- (a) Following the completion of the Initial Closing:
- (i) the HUPEG Arena Tenant will, at its own cost, undertake the Arena Work in accordance with the applicable provisions of the Arena Lease, which Arena Work will include the transformation of the lower bowl of the Arena as described in Schedule A;
 - (ii) the HUPEG Concert Hall Tenant will, at its own cost, undertake the Concert Hall Work in accordance with the applicable provisions of the Concert Hall Lease, which Concert Hall Work will include the renovations, upgrades and enhancements to the Concert Hall described in Schedule B;
 - (iii) the HUPEG Convention Centre Tenant will, at its own cost, undertake the Convention Centre Work in accordance with the Convention Centre Lease, which Convention Centre Work will include the renovations, upgrades and enhancements to the Convention Centre described in Schedule C; and
 - (iv) HUPEG will provide HUPEG's AGH Collaboration and Support to the AGH.
- (b) Following the completion of each Development Properties Closing, the HUPEG Development Properties Purchaser will, at its own cost, undertake the Development Properties Development for the subject Development Property in accordance with the Development Agreement for such Development Property.

5.2 Operations

(a) In the case of any Property, on the Closing Date for such Property, the HUPEG Entity that acquires (by freehold or leasehold interest, as the case may be) such Property will be entitled to all benefits, and responsible for all obligations, relating to the operation of such Property (which, in the case of the acquisition of a leasehold interest, will be limited to those benefits and obligations relating to the term of the applicable lease therefor).

(b) All agreements (excluding the Energy Agreements and any collective bargaining agreement binding on the City, but including all Event Bookings and all Encumbrances that are Property Leases or agreements) relating to the ownership, management or operation (including both event management and facilities management) of a Property (in the case of any Property, its "**Operating Agreements**") will be assigned to, and assumed by, the applicable HUPEG Entity on the Closing Date for such Property, except in respect of:

- (i) [intentionally deleted];
- (ii) any Operating Agreements existing prior to the Execution Date which have not been disclosed (nor deemed pursuant to Section 4.2(c) to have been disclosed) to HUPEG prior to the Execution Date (the "**Undisclosed Operating Agreements**"); and
- (iii) those Operating Agreements (other than Undisclosed Operating Agreements, which are addressed in (ii) above) that either: (A) cannot be assigned or assumed without the consent of the other party thereto where such party has not provided such consent by the applicable Closing; or (B) have been terminated effective prior to the Closing Date pursuant to Section 5.2(d),

(in the case of any Property: the Operating Agreements described above, its "**Unassigned Operating Agreements**" and the Unassigned Operating Agreements described in clauses (i) and (iii) above, the "**City-Indemnified Unassigned Operating Agreements**"). For greater certainty, Property Arrangements entered into during the Agreement Period in contravention of Section 4.7(b) shall be deemed to be (and treated for all purposes of this Agreement as) Undisclosed Operating Agreements.

(c) HUPEG and the applicable HUPEG Entity shall, on a joint and several basis, be responsible for, and shall indemnify the City with respect to, all Claims and Losses incurred by the City in respect of the Assigned Operating Agreements for matters relating to the period from and after the applicable Closing Date. The City shall be responsible for, and shall indemnify HUPEG and the applicable HUPEG Entity with respect to all Claims and Losses incurred by HUPEG and such HUPEG Entity in respect of Operating Agreements for matters relating to the period prior to the applicable Closing Date, other than any Claims and Losses that are the subject of the indemnities provided for in Section 5.2(g), matters for which the City is to be indemnified pursuant to the Assignment and Assumption of Operating Agreements and matters that relate to the maintenance or repair of the subject Properties.

(d) The City will use commercially reasonable efforts (without the requirement to expend monies or jeopardize the continued operation of a Property until Closing), which efforts may include issuing notice of termination of Assigned Operating Agreements prior to Closing

(where permitted, or not specifically prohibited, by the underlying agreement), to cooperate with HUPEG, at HUPEG's cost, to minimize the Losses for which the applicable HUPEG Entity is responsible for and/or required to indemnify the City pursuant to Section 5.2(g) in respect of the applicable Property.

(e) The City shall use commercially reasonable efforts to obtain any consents necessary to the assignment of the Operating Agreements;

(f) It is acknowledged that, following the applicable Closing Date for a Property, the applicable HUPEG Entity will have the right to, at its sole cost, "hire and fire" any vendors, contractors and operators for such Property.

(g) HUPEG and the applicable HUPEG Entity shall indemnify the City with respect to all Claims and Losses incurred by the City in respect of and/or as a result of the termination or non-assumption of the City-Indemnified Unassigned Operating Agreements for such Property, which indemnified Losses shall include, without limitation, (i) all fees, payments, expenses and costs relating to or resulting from the termination (or attempted termination) of such City-Indemnified Unassigned Operating Agreements (which, for greater certainty, does not include Undisclosed Operating Agreements) and (ii) amounts paid or payable thereunder that relate to the period from and after the applicable Closing Date. This Section 5.2(g) shall survive each Closing and the termination of this Agreement (whether in its entirety or only with respect to a particular Transaction).

(h) It is acknowledged that the Energy Agreements will not constitute Operating Agreements for the purpose of this Agreement and the Closing Documents. Instead, during the term of each Lease, the HUPEG Tenant will be responsible for the costs under the Energy Agreements arising in respect of the applicable Entertainment Venue, which costs shall be payable as additional rent under the applicable Lease. To the extent reasonably practicable (without the requirement for capital expenditures by any Person or the requirement for any additional infrastructure), the Tenant shall have control over the regulation of temperature in each Entertainment Venue. The City shall not, for the purpose of requiring the HUPEG Tenant to satisfy its energy requirement under the Energy Agreement, prevent any HUPEG Tenant from constructing or implementing leasehold improvements at the Entertainment Venues capable of producing electricity (in the form of rooftop solar panels or otherwise) that may reduce or eliminate the HUPEG Tenant's energy requirements under the Energy Agreements; provided, for greater certainty: (i) the provisions of the applicable Lease shall apply to any such intended leasehold improvements and (ii) any such leasehold improvements would be in addition to (and not comprise part of) the Work.

5.3 Naming, Sponsorship and Advertising Rights

(a) Without limiting the provisions of Section 5.2: (i) during the term of the Concert Hall Lease the HUPEG Concert Hall Tenant will have all naming, sponsorship and advertising rights with respect to the Concert Hall, provided that such rights will be subject to the applicable provisions set out in the Concert Hall Lease; (ii) during the term of the Arena Lease the HUPEG Arena Tenant will have all naming, sponsorship and advertising rights with respect to the Arena, provided that such rights will be subject to the applicable provisions set out in the Arena Lease; and (iii) during the term of the Convention Centre Lease the HUPEG Convention Centre Tenant will have all naming, sponsorship and advertising rights with respect to the Convention Centre, provided that such rights will be subject to the applicable provisions set out in the Convention Centre Lease.

(b) As a major contributor to the development and revitalization of a downtown arts and entertainment district, HUPEG intends to discuss with the City the creation of a framework to discuss elements of such a district. For greater certainty, it is confirmed that the City is not committing to the creation of any such framework or district.

5.4 Public Realm and District Design

HUPEG seeks to work collaboratively with the City around the objective of creating an integrated commercial and entertainment district – having regard for the area generally framed by Main Street W to the south, York Boulevard to the north, James Street N to the east, and Bay Street N to the west – that connects and links the key streets and corridors in Downtown Hamilton. This would be achieved through urban design, streetscape, and wayfinding design elements. To fully execute this vision, HUPEG intends to request and pursue participation from and alignment with the City, to creating a process and framework that is mutually agreed upon by the parties. For greater certainty, nothing in this Section 5.4 creates any obligation whatsoever on the part of the City; it being confirmed that the City has not made any commitment, nor represented any intention, to pursue any such process or framework.

5.5 Surcharges for Capital Repairs/Enhancements

(a) In the case of each Entertainment Venue, during the term of the applicable Lease, the applicable HUPEG Tenant will charge a ticket surcharge on the sale of each ticket in the amount that is agreed to in the applicable Lease (subject to compliance with the existing Operating Agreements, if applicable) and the proceeds therefrom will be paid into a capital reserve to be held in trust by the City for each Entertainment Venue, all in accordance with the provisions of the applicable Lease. A separate capital reserve shall be established for each Entertainment Venue and each such capital reserve shall be funded exclusively by the surcharges relating to each applicable Entertainment Venue and no other Entertainment Venue. By way of example, the capital reserve for the Arena shall be funded exclusively by surcharges on the sale of tickets for events held at the Arena.

(b) In ten year intervals beginning on the tenth anniversary of the commencement date of the applicable Lease, funds would be released from such capital reserve to the applicable HUPEG Tenant as the City's sole contribution to the funding of any required or mutually agreed upon major base building structural, mechanical, electrical or other capital repairs and enhancements (the "**Capital Enhancements**") required to keep the applicable Entertainment Venue in the required state of good repair in accordance with the terms of the applicable Lease.

(c) Notwithstanding the foregoing provisions of this Section 5.4, the City will have a security interest in the funds in the capital reserves for each Entertainment Venue to act as collateral security for the obligations under the Leases and to be applied to any Losses incurred by the City in connection with any default(s) under the Leases.

5.6 Municipal Incentive Programs

(a) Existing Municipal Incentives: HUPEG intends to take advantage of all existing municipal incentive programs that would regularly apply to the Development Property Developments (specifically, the Existing Tax Incremental Grant Program) and the City covenants and agrees that the Existing Tax Incremental Grant Program shall exist at the time the Development Property Developments by HUPEG Entities take place.

(b) Extended Tax Incremental Grant Program: In addition to the incentives described in Section 5.6(a), using the incentive mechanisms that are appropriate, as determined by the City, the City covenants and agrees that the Extended Tax Incremental Grant Program (as defined herein) will apply to the Development Property Developments by HUPEG Entities, as follows. For each such Development Property Development by a HUPEG Entity, commencing in the sixth year following the completion of such Development Property Development and continuing for a period of 25 years thereafter (but in no event continuing beyond the termination of any of the Leases where such termination occurs in connection with the default by a HUPEG Tenant or its successors or assigns in accordance with the provisions of the applicable Lease (including the elapsing of any applicable notice and/or cure periods)), the City will reimburse or pay, as the case may be, an amount equal to 39% of the incremental municipal tax bills for each such Development Property Development (being the increase in municipal realty taxes attributable to the differential between the pre-development assessment and the post-development assessment, excluding any special charges (including BIA levies) from the calculation) for a period of 18 years (year 6 to year 24), decreasing to 35% for a period of 7 years (year 25 to year 31), with the aggregate total of all such reimbursements and payments for all such Development Property Developments being the "**Extended TIG Total Amount**" (the foregoing program being referred to as the "**Extended Tax Incremental Grant Program**"). For purposes of this section, "completion" shall mean when the development or phase of development on a Property has received a certificate of occupancy.

(c) Direction re Payments: The City acknowledges and agrees that any reductions, payments or reimbursements under the Existing Tax Incremental Grant Program and the Extended Tax Incremental Grant Program are to be issued directly to HUPEG or the applicable HUPEG Entity. Where HUPEG or another HUPEG Person is the owner of the subject Property, the payment to reimburse provided for in Section 5.6(b) shall be conditional on receipt by the City of all realty taxes due to the City in respect of such Property. Where neither HUPEG nor any other HUPEG Person is the owner of a subject Property, the City acknowledges that the issuance of any payment or reimbursement under the Existing Tax Incremental Grant Program and the Extended Tax Incremental Grant Program to HUPEG are not contingent on the City receiving payment of any realty taxes due to the City from the owner of the subject Property. Notwithstanding anything to the contrary in this Section 5.6, neither HUPEG nor any HUPEG Entity shall be entitled to receive, and the City shall not be required to pay, any reimbursement or payment under or in connection with the Existing Tax Incremental Grant Program and/or the Extended Tax Incremental Grant Program at any time that the tenant under any Lease is in default (other than an immaterial default) thereunder beyond any applicable cure period and no such entitlement shall accrue during any such default; provided that any payment or reimbursement with respect to the period of time prior to default not yet paid shall be paid when due.

(d) Municipal Capital Facilities: The City or City Council will enact (to the extent not already enacted) the requisite by-laws or pass (to the extent not already passed) the requisite resolutions, as the case may be, to declare or designate the Eligible Portions of the Arena, the Convention Centre and the Concert Hall as Municipal Capital Facilities. The City makes no (and will not be making any) representations or warranties respecting the veracity and/or reliability of the Municipal Capital Facility Agreements (or the loss of any Municipal Capital Facility designation(s)) should they be successfully challenged by MPAC and/or any resultant property tax assessment. If the Eligible Portion of the Arena Property, the Concert Hall Property and/or the Convention Centre Property ceases for any reason to be designated as a Municipal Capital Facility during the term of the applicable Lease or is not designated as a Municipal Capital Facility on the Initial Closing Date, then:

- (i) the Parties shall negotiate in good faith an adjustment to the Extended Tax Incremental Grant Program satisfactory to both Parties, or
- (ii) the City shall implement such other tax incentives or rebates relating to the Eligible Portion of the Arena Property, the Concert Hall Property and/or the Convention Centre Property, as the case may be, satisfactory to the Parties,

in each case to offset any taxes payable in respect of the Eligible Portion of the Arena Property, the Concert Hall Property and/or the Convention Centre Property, as the case may be, by the applicable HUPEG Tenant as a result of the loss of the Municipal Capital Facility designation for the Eligible Portion of the Arena Property, the Concert Hall Property and/or the Convention Centre Property, as the case may be. For greater certainty, neither the City nor City Council shall have any obligation to take any steps to declare or designate as Municipal Capital Facilities any portions of the Arena, the Convention Centre and/or the Concert Hall that are not Eligible Portions and shall not have any obligation to take the steps described in paragraphs (i) and (ii) in respect of any portions thereof that are not Eligible Portions.

5.7 Art Gallery of Hamilton

HUPEG shall provide to the City such assurances as may be reasonably requested by the City confirming HUPEG's AGH Collaboration and Support. This Section shall survive each Closing.

5.8 Not Conditional on Government Funding

(a) It is confirmed that the Transactions are not conditional on obtaining any funding from the City and are also not conditional on HUPEG obtaining any funding from the Federal, Provincial or other Governmental Authorities.

(b) In the event that any HUPEG Entity at any time obtains any funding or other financial support from any Governmental Authority(ies) in respect of any Entertainment Venue(s) in connection with the Commonwealth Games (or the City of Hamilton's bid therefor), such HUPEG Entity may, in its discretion, apply such funding or financial support to further or additional capital improvements in such Entertainment Venue(s) (beyond the capital improvements contemplated as part of the Revitalization Plan or its ongoing obligations under a Lease) and, if not all so applied to further or additional capital improvements beyond the Work (which may include reimbursement for further or additional capital improvements beyond the Work that were undertaken prior to receipt of such funding or other financial support), the Extended TIG Total Amount shall be reduced by the amount of the funding or other financial support that is not so applied less the costs incurred by the applicable bid corporation in obtaining such funding or other financial support relating to the Entertainment Venue(s). For greater certainty, in the event that any HUPEG Entity at any time obtains any funding or other financial support from a Governmental Authority in respect of any Entertainment Venue(s) not in connection with the Commonwealth Games (or the City of Hamilton's bid therefor), such funding or other financial support shall be for the sole benefit of the applicable HUPEG Entity and the City shall have no claim thereto nor shall the City be entitled to reduce or curtail the Extended TIG Total Amount (or any other consideration provided by the City hereunder) in connection therewith by the amount of such funding or other financial support or otherwise. HUPEG and each HUPEG Entity agrees that no application for funding or other financial support of any nature from any Governmental Authority(ies) in respect of any Entertainment Venue(s) in connection with the Commonwealth Games (or the City of

Hamilton's bid therefor) shall be applied for by or on behalf of any HUPEG Person without the prior written approval of the City and any request for such approval shall include the details of the intended use of any such funding or financial support and copies of the draft applications therefor. HUPEG and each HUPEG Entity shall forthwith disclose to the City all funding and other financial support that it obtains from any Governmental Authority(ies) and provide the details regarding the use of such funds and support.

5.9 Affordable Housing

HUPEG shall include in at least one tower of one of the residential developments by HUPEG Entities that arise directly from the Transactions units that qualify as Affordable Housing for a number of units that is equivalent to five percent (5%) of the units that would be included in a tower of at least twenty (20) storeys.

5.10 Salvation Army

HUPEG will act in good faith and use commercially reasonable efforts to relocate the Salvation Army away from its 94 York Boulevard location to another site that is acceptable to the Salvation Army. To assist HUPEG, the City shall act in good faith (but at no cost to the City) to facilitate the relocation of the Salvation Army to a site that meets the Salvation Army's and the City's broader programming objectives.

5.11 HUPEG Person

HUPEG and each HUPEG Entity hereby covenants and agrees in favour of the City to be and remain a HUPEG Person at all times until the last Closing or earlier termination of this Agreement, except to the extent that the City consents in its sole, absolute and subjective discretion. HUPEG and each HUPEG Entity acknowledges that such covenant is a material term of this Agreement without which the City would not have agreed to enter into this Agreement or carry out the Transactions.

5.12 Damage and Destruction

(a) The interest of the City in and to each Entertainment Venue shall be at the risk of the City until Closing. If any damage or destruction to an Entertainment Venue occurs during the Agreement Period, the City shall forthwith give notice thereof to HUPEG and:

- (i) if the damage or destruction would not be substantially addressed, resolved, remedied or rendered inconsequential by the Arena Work, Concert Hall Work or Convention Centre Work, as the case may be, and the cost of repair or restoration, in the opinion of an independent architect or engineer (the "**Expert Opinion**") selected by the City, given within 30 days of the occurrence of such loss or damage, will exceed, \$10,000,000 ("**Substantial Damage**"), then HUPEG may, by notice given to the City within five Business Days after receipt of the Expert Opinion, elect to terminate this Agreement, and the parties shall be released from all obligations under this Agreement (except those which are expressly stated to survive termination of this Agreement); and
- (ii) if such damage or destruction is not Substantial Damage or is damage or destruction that would be substantially addressed, resolved, remedied or

rendered inconsequential by the Arena Work, Concert Hall Work or Convention Centre Work, or is Substantial Damage but HUPEG has not elected to exercise its termination right pursuant to (a) above, then neither Party shall have any right to terminate this Agreement by virtue thereof, the Parties shall complete the Initial Transactions and the City will assign to HUPEG on the Initial Closing Date, the City's claim to any and all insurance proceeds with respect to such damage or destruction (excluding insurance proceeds to cover lost rent and other income from the applicable Entertainment Venue in respect of the period prior to the Closing Date) and any claim the City may have against any Person in connection with such damage or destruction and the City will pay to HUPEG on the Initial Closing Date any deductible relating to the insurance claim with respect to such damage or destruction.

If the damage or destruction occurs at such time that there is insufficient time for HUPEG to make its election hereunder, the Initial Closing Date shall be postponed to a date which is five Business Days after the earlier of the date such election is made or the period for making such election has expired.

(b) If any damage or destruction to a Property other than an Entertainment Venue occurs during the Agreement Period, the City shall forthwith give notice thereof to HUPEG and:

- (i) if, solely as a result of such damage or destruction, redevelopment of the Property would not be commercially feasible, as determined by an Expert Opinion, given within 90 days of the occurrence of such damage or destruction (such damage or destruction, "**Irreparable Damage**"), then:
 - (A) if such Irreparable Damage occurs during the Agreement Period but prior to the Initial Closing, then HUPEG may, by notice given to the City within five Business Days after receipt of the Expert Opinion, elect to terminate this Agreement, and the parties shall be released from all obligations under this Agreement (except those which are expressly stated to survive termination of this Agreement); and
 - (B) if such Irreparable Damage occurs during the Agreement Period but after the Initial Closing, then HUPEG may, by notice given to the City within five Business Days after receipt of the Expert Opinion, elect to terminate this Agreement only as it relates to the applicable Development Property Transaction (and not as it relates to any other Transaction or Property), and in the event so terminated: (I) the parties shall be released from all obligations under this Agreement only as it relates to the applicable Property and applicable Development Property Transaction (except those which are expressly stated to survive termination of this Agreement); and (II) the Extended TIG Total Amount shall be increased by an amount equal to the Agreed Compensation Value of such applicable Property; and
- (ii) if such damage or destruction is not Irreparable Damage, or is Irreparable Damage but HUPEG has not elected to exercise its termination right pursuant to (i) above, then neither Party shall have any right to terminate

this Agreement (in its entirety or with respect to the subject Development Property Transaction) by virtue thereof, the Parties shall complete the Development Property Transaction and the City will assign to HUPEG on the applicable Closing Date, the City's claim to any and all insurance proceeds with respect to such damage or destruction (excluding insurance proceeds to cover lost rent and other income from the applicable Property in respect of the period to the Closing Date) and any claim the City may have against any Person in connection with such damage or destruction and the City will pay to HUPEG on the applicable Closing Date any deductible relating to the insurance claim with respect to such damage or destruction.

If the damage or destruction occurs at such time that there is insufficient time for the delivery of the Expert Opinion and/or for HUPEG to make its election hereunder, the applicable Development Property Closing Date shall be postponed to a date which is five Business Days after the earlier of the date such election is made or the period for making such election has expired.

(c) The City shall not reduce its insurance coverage in respect of any Property prior to the Closing of the Transaction relating thereto.

(d) This Section 5.12 shall survive the Closing.

5.13 Employees

(a) HUPEG shall not be obligated to offer employment to any City Employees. The City shall be responsible for and pay any compensation or other amounts owed to any City Employee, including wages, salary, bonus, vacation pay or other remuneration, for any period before each applicable Closing Date including all severance and termination payments, damages for wrongful dismissal and all related costs payable in respect of any City Employees who is terminated in connection with the transactions contemplated by this Agreement prior to the applicable Closing Date; provided that, the City shall not be required terminate any City Employees and may elect instead to redeploy any or all City Employees to other properties or jobs. The City shall indemnify and save all applicable HUPEG Entities harmless from any such costs in connection with any City Employees.

(b) For greater certainty, HUPEG and the applicable HUPEG Entity shall be responsible for and pay (whether to a Manager or otherwise) any compensation or other amounts owed to or in respect of any Operations Employees, including wages, salary, bonus, vacation pay or other remuneration, including all severance and termination payments, damages for wrongful dismissal and all related costs payable in respect of any Operations Employees in connection with or resulting from the termination of any Operating Agreements. HUPEG and the applicable HUPEG Entity shall indemnify and save harmless the City from any such Claims and Losses by or in connection with any Operations Employees.

5.14 Skate Canada and CCMA

The HUPEG Arena Tenant covenants in favour of the City that neither the Skate Canada Booking nor the CCMA Booking will be cancelled, rescheduled, moved and/or otherwise modified at any time after the Initial Closing without the prior written consent of the City, which consent may be withheld, conditioned and/or delayed in the City's sole, absolute and unfettered discretion. Without derogating from the foregoing, neither HUPEG nor the HUPEG Arena Tenant

shall in any way pursue or solicit at any time prior to or following the Initial Closing any cancellation, rescheduling, move or modification of the Skate Canada Booking and/or the CCMA Booking with or to any Person other than the City without the prior written consent of the City, which consent may be withheld, conditioned and/or delayed in the City's sole, absolute and unfettered discretion. In the event that the Skate Canada Booking and/or the CCMA Booking is cancelled, rescheduled, moved and/or otherwise modified (including with the consent of the City), HUPEG and the HUPEG Arena Tenant shall be responsible for, and pay or reimburse the City for, all Losses suffered or incurred by the City in connection with or as a result thereof (it being confirmed that, in the case of cancellation, such Losses shall include any fees, payments, compensation, concessions, accommodations and other amounts paid or costs incurred by the City in connection with such Event Booking(s)).

5.15 Community Living

Notwithstanding any other provisions of this Agreement or the Closing Documents, following the Closing Date for the Transaction relating to 191 York Boulevard, Hamilton, Ontario, HUPEG and the applicable HUPEG Entity will make best efforts to provide, or arrange for the provision, to Community Living Hamilton of sustainable long-term living accommodations on terms that are substantially similar to those under the Community Living Lease and the subsequent arrangements that were approved by City Council on May 7, 2014 as set out in the General Issues Committee Minutes 14-010, whether on the site of its current premises or in such other premises that satisfy Community Living Hamilton's space, location and programming requirements. The City covenants and agrees that Community Living Hamilton will vacate its current premises at 191 York Boulevard no later than the 7th anniversary of the Execution Date to move into the accommodations provided or arranged by HUPEG and the applicable HUPEG Entity as aforesaid.

Without derogating from the foregoing, the applicable HUPEG Entity covenants and agrees to recognize and perform the obligations of the landlord under the Community Living Arrangements.

5.16 Replacement Parking

With the understanding that the transacted Development Properties currently provide public parking in the urban core that would be reduced or removed by the developments on the Development Properties contemplated in this Master Agreement, the applicable HUPEG Entities will consider provision of public parking as part of the future developments related to the Development Properties, subject to matters regarding capacity, scale of development and density allowances. HUPEG and each applicable HUPEG Entity acknowledge that the removal of a substantial number of parking spaces in an area in proximity to the Entertainment Venues will impact the availability of parking for the Entertainment Venues.

5.17 Survival

The provisions of this Article 5 shall survive each Closing.

ARTICLE 6 PROVISIONS APPLICABLE TO TRANSACTIONS

6.1 Adjustments

(a) In the case of each Transaction, except as otherwise provided pursuant to Section 5.2, 5.4 or 5.14 or pursuant to this Section 6.1, the City shall be responsible for all expenses and be entitled to receive all revenues, if any, accrued in respect of the Property that is the subject of such Transaction up to but excluding the Closing Date therefor. The applicable HUPEG Entity shall be responsible for all expenses accruing in respect of such Property as and from the applicable Closing Date and shall also be entitled to all revenues, if any, accruing in respect thereof as and from such Closing Date. All adjustments for accrued revenue and operating expenses, fuel, water rates, sewage charges, charges for electricity, utilities, services, taxes (including local improvement charges and assessments and business taxes) established by the usual practice in the City of Hamilton (including, without limitation, for proration of any amounts paid under existing contracts) imposed and payable prior to the applicable Closing Date shall be made as of such Closing Date and shall be paid on such Closing Date pursuant to a statement of adjustments to be prepared by the City and approved by HUPEG, acting reasonably. The City shall be entitled to cancel the property insurance in respect of each Property as of the Closing Date therefor (it being confirmed that such insurance contracts are not being assigned to the applicable HUPEG Entity), in which event there will be no adjustment for property insurance premiums; the applicable HUPEG Entity will be responsible to obtain property insurance for each Property commencing on the applicable Closing Date as contemplated in the applicable Closing Documents therefor. Arrangements will be made in order for the expenses and revenues to be properly allocated and paid to or for the benefit of the Party entitled thereto and the details and approach for such arrangements (including whether achieved by way of adjustments or otherwise) will depend on whether the applicable Management Agreements are being assigned to and assumed by the applicable HUPEG Entity or terminated; the Parties shall act reasonably and in good faith in finalizing such details and approach prior to the Initial Closing.

(b) All events scheduled to be held at an Entertainment Venue after the Initial Closing Date shall be for the benefit of the applicable HUPEG Entities and all costs associated with the booking, scheduling, coordinating or reserving of such events shall be for the cost of the applicable HUPEG Entities. There shall be an adjustment in favour of the City at Closing for all costs and expenses incurred by the City in connection with the booking, scheduling, pursuing and reserving of events that are scheduled to be held at an Entertainment Venue after the Initial Closing Date. Notwithstanding the foregoing provisions of this Section 6.1(b), except to the extent provided in Section 5.14, the HUPEG Entities shall not be responsible for the costs and expenses incurred by the City in connection with the initial booking, scheduling, pursuing and reserving of the Skate Canada Booking and/or CCMA Booking (but, for greater certainty, the applicable HUPEG Entity shall be responsible for the costs and expenses incurred by the City in connection with any cancellation, rescheduling, moving and/or other modification to the Skate Canada Booking and/or CCMA Booking).

(c) In the case of each Transaction, if the final amount of any item which is included in adjustments (if any) cannot be determined prior to the applicable Closing Date the amount thereof shall be estimated by the City, acting reasonably, as of the applicable Closing Date on the basis of the best evidence available at such Closing Date as to what the final cost or amount of such item will be. All adjustments which have been estimated as at the applicable Closing Date because they have not been finally determined at that date or have been inadvertently omitted or overlooked shall be finally adjusted or re-adjusted, as the case may be, on a post-closing basis

(the "**Post-Closing Adjustments**") once they have been identified, determined and finalized. The City shall provide to HUPEG a complete statement of the applicable Post-Closing Adjustments for each Transaction, together with particulars relating thereto in reasonable detail, as soon as reasonably possible following the applicable Closing Date and the City and HUPEG shall make a final adjustment as of such Closing Date for such Post-Closing Adjustments within 45 days following delivery of such statement to HUPEG by the City. In the case of any dispute between the City and HUPEG with respect to any Post-Closing Adjustments for any Transaction, the final amount of such Post-Closing Adjustments shall be determined by KPMG (or if they cannot act or refuse to act, any other independent major accounting firm) and the cost of such determination shall be shared equally between the City and HUPEG. Either the City or HUPEG may refer any such dispute to KPMG (or if they cannot act or refuse to act, any other independent major accounting firm) for such determination and such determination shall be final and binding on the Parties. In the case of each Transaction, the City and HUPEG agree to execute and deliver on the applicable Closing Date an undertaking to pay the amount of any Post-Closing Adjustments in respect of such Transaction as may be owing pursuant to the provisions of this Agreement.

(d) All Post-Closing Adjustments (other than in respect of realty taxes) shall be finalized and completed on or before the 12-month anniversary of the applicable Closing Date and no claim for any Post-Closing Adjustments (other than in respect of realty taxes) may be brought pursuant to this Section 6.1 (or the undertaking delivered in connection herewith) after such deadline unless it was first brought prior to such deadline. For greater certainty, the deadline in this Section 6.1(d) shall not apply to Post-Closing Adjustments in respect of realty taxes and/or the obligations of the parties under any Lease.

(e) The provisions of this Section 6.1 shall not merge on, but shall survive, each Closing.

6.2 Registration and Transfer Costs

In the case of each conveyance of any interest in lands or property (whether by transfer, lease, easement or otherwise) provided for in this Agreement, the applicable HUPEG Entity (and not the City) shall be responsible for and pay all taxes or fees payable in connection with such conveyance in the nature of all provincial and municipal transfer taxes and registration taxes, fees and other costs payable in respect of the registration of any documents on or after the applicable Closing or any such conveyance, and all federal or provincial sales or similar taxes payable upon or in connection with the conveyance of any such interest, including HST, if any. Notwithstanding the foregoing, in the case of each Transaction, no HST shall be paid by HUPEG to the City with respect to the purchase price paid for the applicable Property sold to HUPEG if the applicable HUPEG Entity executes and delivers an HST Undertaking and Indemnity at the subject Closing. In addition, in the case of each Transaction, the applicable HUPEG Entity shall be responsible for, and shall pay, all HST payable in respect of any other amount it is required to pay pursuant to this Agreement. The provisions of this Section 6.2 shall survive the termination of this Agreement, and shall not merge on, but shall survive, each Closing.

6.3 "As Is, Where-Is"

Each of the HUPEG Entities acknowledges and agrees that, subject to the representations and warranties of the City set out in Section 2.1:

(a) in entering into this Agreement (whether directly or through HUPEG) and completing the Transaction, except for the representations and warranties of the

City expressly set out in Section 2.1, each HUPEG Entity has relied and will continue to rely solely upon its own inspections, investigations and other due diligence with respect to the Properties, the Subject Interests and the Transactions;

- (b) each Property and related Subject Interests are being purchased, leased, acquired, assumed and undertaken, as the case may be, by the applicable HUPEG Entity on an "as is, where is" basis, at such HUPEG Entity's sole risk, as of the applicable Closing Date and without any representation or warranty, whether expressed or implied by this Agreement or at law, by the City of any nature or kind whatsoever respecting any Property or Subject Interests or any matter relating thereto, except for the representations and warranties of the City expressly set out in Section 2.1;
- (c) except for the representations and warranties of the City expressly set out in Section 2.1, the City makes no representations or warranties concerning any statements made or information delivered or made available to any HUPEG Entities (whether by the City, the City's Solicitors or any other agents, representatives or advisors of the City or any of its affiliates, or any other Person) with respect to the Properties and/or the Subject Interests, whether contained in any financial model or included as part of the Property Information or Additional Property Information or any other information disclosed to any HUPEG Entities by any such Person or otherwise;
- (d) without limiting the generality of the foregoing, the City makes no warranty or representation whatsoever, express or implied, as to the physical condition, state, title, use, zoning or financial condition of any Property (including the soil and environmental conditions relating to any Property, or its conformity with federal or provincial laws and regulations or municipal by-laws) or the suitability or status of any proposed or contemplated development of any Property (including any development contemplated pursuant to this Agreement or the Closing Documents), the nature, timing or cost of any development proposal, the availability of any governmental approvals, the nature or cost of any obligations and liabilities which will be or may be incurred by any HUPEG Entity in connection with any proposed development, or the marketability of any proposed development;
- (e) there is no condition, representation, or warranty of any kind, express or implied, that the present use of any Property or any future intended use of any Property is or will be lawful or permitted or that any survey delivered by the City is complete or accurate;
- (f) except as otherwise expressly provided for in this Agreement or in the Closing Documents (including the Arena Lease, the Concert Hall Lease and the Convention Centre Lease), neither the City nor any of its affiliates shall have any obligations or responsibility to any HUPEG Entities after the applicable Closing with respect to the condition of any Property and to any matter or liability relating to the applicable Subject Interests;
- (g) it has completed, and is satisfied with the results of, its due diligence relating to the Properties, the Subject Interests, the Permitted Encumbrances and the Operating Agreements (including, without limitation, the physical and financial condition of

the Properties, compliance with Applicable Laws currently in effect, suitability of the Properties for development, fitness of the Properties for their intended use, merchantability, title, physical characteristics, profitability, use or zoning, environmental condition, state of the markets and potential impact and consequences of the 2019 novel coronavirus pandemic (COVID-19), the existence of latent defects, quality, or any other aspect or characteristic thereof) and the Transactions which it deemed necessary or desirable in its sole and absolute discretion;

- (h) notwithstanding any other provisions of this Agreement or the Closing Documents, each HUPEG Entity hereby irrevocably waives its right to raise any objection to, or to have or make any Claim regarding, any defect, matter or issue in respect of any of the Subject Interests, the Permitted Encumbrances and the Operating Agreements or any other aspect thereof of any nature whatsoever (including, without limitation, any objection or Claim relating to the condition of the Properties (including, without limitation, any latent defects), the title to the Properties or the Subject Assets, the existence of any Encumbrances or any other title matters or any non-compliance with Applicable Laws, or any Operating Agreement or Encumbrance) unless the foregoing is a Claim based on a breach by the City of a representation or warranty contained in Section 2.1 (or a Closing Document) and/or the Vendor's covenants and indemnities set out in this Agreement and/or the Closing Documents and then only to the extent otherwise permitted pursuant to this Agreement or the Closing Documents, as the case may be; and
- (i) unless otherwise expressly agreed by the City in writing, acting in its sole discretion, all representations, warranties and certifications of the City contained in Section 2.1 (and each certificate delivered pursuant to Section 8.1(c)(iv)) shall for all purposes of this Agreement (excluding however, the determination of the satisfaction of the condition in Section 7.4(c)) be deemed to have been qualified by reference to all untruths or inaccuracies (if any) which: (i) are apparent in the Property Information delivered or deemed pursuant to Section 4.2(c) to have been delivered to HUPEG; (ii) HUPEG had actual knowledge of prior to the Execution Date; and/or (iii) were disclosed to HUPEG prior to the Execution Date.

The provisions of this Section 6.3 shall survive each Closing and/or the termination of this Agreement. On each Closing, the applicable HUPEG Entity shall execute an acknowledgment and confirmation in favour of the City pursuant to which the applicable HUPEG Entity shall acknowledge, confirm and agree to be bound by the provisions of this Agreement applicable to such HUPEG Entity that survive Closing (explicitly including, without limitation, the foregoing provisions of this Section 6.3).

ARTICLE 7 CONDITIONS

7.1 Threshold Conditions

The City's and HUPEG's obligations to complete the Initial Transactions are subject to the fulfilment of each of the following conditions (the "**Threshold Conditions**") on or before the Initial Closing Date or such earlier date or time as may be herein specified, as the case may be, unless waived in writing by both of the Parties:

- (a) prior to the 60th day following the Document Settlement Deadline, City Council shall have approved the entering into of this Agreement and the Transactions;
- (b) prior to the Document Settlement Deadline, the Parties shall have agreed in writing that they have settled the form and content of each of the Closing Documents for the Initial Transactions on terms satisfactory to each of the Parties (and the City Solicitor), it being confirmed that: (i) each of the Parties (and the City Solicitor) shall act reasonably and in good faith to implement the provisions of Section 4.5(b); and (ii) each of the Parties (and the City Solicitor) shall act reasonably and in good faith in respect of the settlement of the other Closing Documents for the Initial Transactions;
- (c) the Parties obtaining all governmental and regulatory approvals (or similar entitlements) required for the completion of the Initial Transactions, if any;
- (d) prior to the Document Settlement Deadline, the Parties shall have agreed in writing on a legal description for each Property; and
- (e) on the Initial Closing Date, the Existing Tax Incremental Grant Program and the Extended Tax Incremental Grant Program shall be in existence.

The conditions in this Section 7.1 are for the benefit of both Parties and may be waived in whole or in part only by notice in writing from each Party to the other Party. In the event that any one or more of the conditions in this Section 7.1 has not been fulfilled by the time for such fulfillment and has not been waived by both Parties as aforesaid, either Party may, by notice in writing to the other Party, terminate this Agreement (in its entirety), without prejudice however to any rights either Party may have as a result of any breach by the other Party of any of its obligations hereunder. For greater certainty, neither Party shall be obligated to complete the Transactions (or any part thereof) if any of the conditions in this Section 7.1 has not been fulfilled unless all such unfulfilled conditions has been waived by both of the Parties.

7.2 Additional Threshold Conditions for the Subsequent Transaction

In the case of the Subsequent Transaction, each of the City's and HUPEG's respective obligations to complete such Subsequent Transaction are subject to the fulfilment of each of the following conditions (the "**Collateral Transaction Conditions**") on or before the Closing Date therefor or such earlier date or time as may be herein specified, as the case may be, unless waived in writing by both of the Parties:

- (a) the Closing Documents with respect to the Initial Transactions shall have been executed and delivered;
- (b) prior to the Document Settlement Deadline, the Parties shall have agreed in writing that they have settled the form and content of each of the Closing Documents for such Subsequent Transaction on terms satisfactory to each of the Parties (and the City Solicitor), it being confirmed that: (i) each of the Parties (and the City Solicitor) shall act reasonably and in good faith to implement the provisions of Section 4.5(b); and (ii) each of the Parties (and the City Solicitor) shall act reasonably and in good faith in respect of the settlement of the other Closing Documents for such Subsequent Transaction; and

- (c) the Parties obtaining all governmental and regulatory approvals (or similar entitlements) required for the completion of the Subsequent Transaction, if any.

The conditions in this Section 7.2 are for the benefit of both Parties and may be waived in whole or in part only by notice in writing from each Party to the other Party. In the event that any one or more of the conditions in this Section 7.2 in respect of a particular Subsequent Transaction has not been fulfilled by the time for such fulfillment and has not been waived by both Parties as aforesaid, either Party may, by notice in writing to the other Party, terminate this Agreement with respect to such Subsequent Transaction (but not, for greater certainty, in respect of the remainder of this Agreement, including the other Subsequent Transaction), without prejudice however to any rights either Party may have as a result of any breach by the other Party of any of its obligations hereunder with respect to such terminated Subsequent Transaction. For greater certainty, neither Party shall be obligated to complete a particular Subsequent Transaction if any of the conditions in this Section 7.2 has not been fulfilled in respect of such Subsequent Transaction unless all such unfulfilled conditions for such Subsequent Transaction have been waived by both of the Parties.

7.3 Closing Conditions Benefiting the City

Without derogating from Sections 7.1 and 7.2, the City's obligation to complete the Initial Transactions or a Subsequent Transaction, as the case may be, is subject to the fulfillment of each of the following conditions on or before the Closing Date therefor, unless waived by the City prior to such Closing Date:

- (a) all Closing Documents for the Initial Transactions or Subsequent Transaction, as the case may be, required to be delivered to the City pursuant to this Agreement shall have been delivered;
- (b) all of the terms, covenants and conditions of this Agreement to be materially complied with or performed by HUPEG on or prior to such Closing Date shall have been complied with or performed;
- (c) in the case of each Subsequent Transaction only, on the applicable Closing Date for such Subsequent Transaction, no HUPEG Entity shall be in default or breach of any material provision of any of the Closing Documents for the Initial Transactions or Subsequent Transaction (if any); it is confirmed that the condition in this Section 7.3(c) shall not be applicable to the Initial Transactions;
- (d) in the case of each Subsequent Transaction only, each of the following shall have been delivered to the City and be in full force and effect as of the applicable Development Property Closing Date:
 - (i) the Landlord's Security under (and as defined in) the Arena Lease, which shall include an assignment (as security) of principal construction documents (construction contract, consultants agreements, plans, bonds (with the City as a co-obligee) and any other construction documents provided for (all of which shall be in full force and effect), provided that the City's security interest in such documents shall be subsequent in priority to the interest of HUPEG's or the HUPEG Arena Tenant's construction lender to the extent provided in such Lease (if applicable);

- (ii) the Arena Work Performance Documentation;
 - (iii) if applicable, the Guarantee and Indemnity in respect of each of the Arena, the Concert Hall and the Convention Centre (in each case relating to the operations, each of which shall also be in good standing); and
 - (iv) all building permits required for the Arena Work;
- (e) in the case of the Subsequent Transaction relating to 14 Vine Street only (and, for greater certainty, without derogating from the condition set out in Section 7.3(d) above), each of the following shall have been delivered to the City and be in full force and effect as of the Development Property Closing Date for such Subsequent Transaction:
- (i) the Landlord's Security under (and as defined in) each of the Concert Hall Lease and the Convention Centre Lease, each of which shall include an assignment (as security) of principal construction documents (construction contract, consultants agreements, plans, bonds (with the City as a co-obligee) and any other construction documents provided for (all of which shall be in full force and effect), provided that the City's security interest in such documents shall be subsequent in priority to the interest of HUPEG's, the HUPEG Concert Hall Tenant's or the HUPEG Convention Centre Tenant's (as applicable) construction lender to the extent provided in such Lease (if applicable);
 - (ii) the Concert Hall Work Performance Documentation;
 - (iii) the Convention Centre Work Performance Documentation; and
 - (iv) all building permits required for the Concert Hall Work and the Convention Centre Work; and
- (f) the representations and warranties set forth in Section 2.2 shall be materially true and correct when made and shall continue to be materially true and correct as if made as of such Closing Date and HUPEG shall have delivered to the City a certificate from all applicable HUPEG Entities setting forth such statements as representations and warranties of such HUPEG Entities effective as of the Closing Date.

The conditions in this Section 7.3 are solely for the benefit of the City and may be waived in whole or in part by the City by notice in writing to HUPEG. In the event that any one or more of the conditions in this Section 7.3 in respect of the Initial Transactions has not been fulfilled on or prior to the Initial Closing Date and has not been waived by the City as aforesaid, the City may, by notice in writing to HUPEG, terminate this Agreement (in its entirety), without prejudice however to any rights it may have as a result of any breach by HUPEG or any HUPEG Entity of any of its obligations hereunder. In the event that any one or more of the conditions in this Section 7.3 in respect of the Subsequent Transaction has not been fulfilled on or prior to the applicable Closing Date and has not been waived by the City as aforesaid, the City may, by notice in writing to HUPEG, terminate this Agreement with respect to such Subsequent Transaction (but not, for greater certainty, in respect of the remainder of this Agreement, including the other Subsequent Transaction), without prejudice however to any rights either Party may have as a result of any

breach by the other Party of any of its obligations hereunder with respect to such terminated Subsequent Transaction.

7.4 Closing Conditions Benefiting HUPEG Entities

Without derogating from Sections 7.1 and 7.2, each HUPEG Entity's obligation to complete the Initial Transactions or the Subsequent Transaction, as the case may be, is subject to the fulfillment of each of the following conditions on or before the Closing Date therefor, unless waived by HUPEG prior to such Closing Date:

- (a) all Closing Documents for the Initial Transactions or Subsequent Transaction, as the case may be, required to be delivered to HUPEG pursuant to this Agreement shall have been delivered;
- (b) all of the terms, covenants and conditions of this Agreement to be materially complied with or performed by the City on or prior to such Closing Date shall have been complied with or performed; and
- (c) the representations and warranties set forth in Section 2.1 shall be materially true and correct when made and shall continue to be materially true and correct as if made as of such Closing Date, with such updates as are appropriate to reflect the delivery of the Additional Property Information and Property Arrangements entered into in compliance with Section 4.7.

The conditions in this Section 7.4 are solely for the benefit of the applicable HUPEG Entities and may be waived in whole or in part by HUPEG by notice in writing to the City. In the event that any one or more of the conditions in this Section 7.4 in respect of the Initial Transactions has not been fulfilled on or prior to the Initial Closing Date and has not been waived by HUPEG as aforesaid, HUPEG may, by notice in writing to the City, terminate this Agreement (in its entirety), without prejudice however to any rights it may have as a result of any breach by the City of any of its obligations hereunder. In the event that any one or more of the conditions in this Section 7.4 in respect of the Subsequent Transaction has not been fulfilled on or prior to the applicable Closing Date and has not been waived by HUPEG as aforesaid, HUPEG may, by notice in writing to the City, terminate this Agreement with respect to such Subsequent Transaction (but not, for greater certainty, in respect of the remainder of this Agreement, including the other Subsequent Transaction), without prejudice however to any rights it may have as a result of any breach by the City of any of its obligations hereunder with respect to such terminated Subsequent Transaction.

7.5 Effect of Termination

(a) This Agreement shall terminate in its entirety if the Initial Transactions are not completed on the Initial Closing Date.

(b) Upon a termination of this Agreement in its entirety, the Parties shall be released from all of their liabilities and obligations under this Agreement in respect of the period from and after such date of termination (except those that are expressly stated to survive the termination of this Agreement) provided that: (i) such termination shall not release either Party from its liabilities as a result of any breach by such Party of this Agreement or as a result of any breach by such Party of its representations and warranties in this Agreement; and (ii) the non-breaching Party shall be entitled to all remedies at law and in equity in respect of any such breaches.

(c) Upon a termination of this Agreement with respect to a Subsequent Transaction (but not a termination of this Agreement in its entirety), the Parties shall be released from all of their liabilities and obligations under this Agreement with respect to such Subsequent Transaction and such Development Property (except those liabilities and obligations that are expressly stated to survive the termination of this Agreement) provided that: (i) except as provided in Section 7.5(d) below, such termination shall not release either Party from its liabilities as a result of any breach by such Party of this Agreement with respect to such Subsequent Transaction or such Development Property relating thereto or as a result of any breach by such Party of its representations and warranties in this Agreement with respect to such Subsequent Transaction or such Development Property relating thereto; and (ii) except as provided in Section 7.5(d) below, the non-breaching Party shall be entitled to all remedies at law and in equity in respect of any such breaches with respect to such Subsequent Transaction such Development Property relating thereto; and (iii) the Parties shall not be released from any of their liabilities and obligations under this Agreement to the extent not relating to such Subsequent Transaction or such Development Property relating thereto.

(d) In the event that this Agreement is terminated with respect to a Subsequent Transaction (but not a termination of this Agreement in its entirety) as a result of a Breach of Representation the subject matter of which reveals that, or results in, redevelopment of the subject Development Property not being reasonably possible (including with the expenditure of additional funds) and which Breach of Representation (or matter or condition that resulted in such breach) is discovered by (or disclosed to) HUPEG after the Initial Closing but prior to the subject Subsequent Closing (a "**Between Closing Specified Breach**"), the Extended TIG Total Amount shall be increased by an amount equal to the Agreed Compensation Value of such Development Property and neither Party shall have any further liabilities or obligations to the other Party with respect to such Development Property nor shall HUPEG or any HUPEG Entity be entitled to any remedies at law or in equity in respect of such breach (or any other breach) or otherwise with respect to such Development Property. For greater certainty, the provisions of this Section 7.5(d) shall not apply to any Breach of Representation other than a Between Closing Specified Breach.

(e) Notwithstanding the foregoing provision of this Section 7.5, or any other provision of this Agreement, no Party shall have any liability for any indirect or consequential losses or damages or for any punitive damages incurred or related to any breach by such Party or any other Party of this Agreement or any breach of representations and warranties in this Agreement.

7.6 Waiver of Termination Right

If Closing of a particular Transaction occurs, each Party shall be deemed to have waived its right to terminate this Agreement (in its entirety or with respect to such Transaction, as the case may be) as a result of any condition with respect to such Transaction not having been satisfied; it being confirmed that such deemed waiver shall apply only to such Transaction and not to any other Transaction. Furthermore, if the Closing of a particular Transaction occurs with HUPEG and/or any HUPEG Entity having actual knowledge of a Breach of Representation prior to the applicable Closing, HUPEG and each HUPEG Entity shall be deemed to have waived all rights to make, bring, commence, assert or pursue any Claim against the City for or in respect of, and to recover from the City any Losses incurred as a result of, such Breach of Representation.

**ARTICLE 8
CLOSING & POST-CLOSING**

8.1 City's Closing Documents

Subject to and in accordance with the terms and conditions hereof, in the case of each Transaction (as applicable), on or before the Closing Date therefor, the City shall deliver to HUPEG, each of the following:

- (a) in the case of the Initial Transactions (and not any Subsequent Transaction):
 - (i) the Arena Lease, executed by the City;
 - (ii) a registrable notice of lease (in electronic format) in respect of the Arena Lease, executed by the City;
 - (iii) the Arena Work Performance Documentation, executed by the City (if required);
 - (iv) Guarantee and Indemnity(ies) in respect of: (i) the Arena Work; (ii) the Arena Lease obligations other than the Arena Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Arena Transaction, from Acceptable Guarantor(s) therefor, executed by the City;
 - (v) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Arena, executed by the City;
 - (vi) the Concert Hall Lease, executed by the City;
 - (vii) the Concert Hall Work Performance Documentation, executed by the City (if required);
 - (viii) a registrable notice of lease (in electronic format) in respect of the Concert Hall Lease, executed by the City;
 - (ix) Guarantee and Indemnity(ies) in respect of: (i) the Concert Hall Work; (ii) the Concert Hall Lease obligations other than the Concert Hall Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Concert Hall Transaction, from Acceptable Guarantor(s) therefor, executed by the City;
 - (x) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Concert Hall, executed by the City;
 - (xi) the Convention Centre Lease, executed by the City;
 - (xii) a registrable notice of lease (in electronic format) in respect of the Convention Centre Lease, executed by the City;

- (xiii) the Convention Centre Work Performance Documentation, executed by the City (if required);
 - (xiv) Guarantee and Indemnity(ies) in respect of: (i) the Convention Centre Work; (ii) the Convention Centre Lease obligations other than the Convention Centre Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Convention Centre Transaction, from Acceptable Guarantor(s), executed by the City; and
 - (xv) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Convention Centre, executed by the City;
- (b) in the case of each Subsequent Transaction (and not any Initial Transaction):
- (i) a registrable transfer/deed of land (in electronic format) in respect of the applicable Property in favour of the applicable HUPEG Entity, executed by the City, which transfer/deed of land shall expressly exclude the implied covenants set out in paragraphs (ii) and (iv) of Section 5(1)1 of the *Land Registration Reform Act* (Ontario);
 - (ii) the Assignment and Assumption of Operating Agreements in respect of the applicable Property, executed by the City;
 - (iii) a Guarantee and Indemnity in respect of the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of such Transaction, from an acceptable Guarantor, executed by the City; and
 - (iv) the Development Agreement in respect of the applicable Property, executed by the City;
- (c) in the case of each Initial Transaction and each Subsequent Transaction:
- (i) an Indemnity re Unassigned Operating Agreements in respect of such Transaction, executed by the City;
 - (ii) a Reciprocal Rights Agreement in respect of each Property that is the subject of such Transaction, each executed by the City as owner of applicable properties located nearby the subject Property;
 - (iii) a mutual undertaking by the City and the applicable HUPEG Entity to pay the amount of any Post-Closing Adjustments, if any, in respect of such Transaction in accordance with Section 6.1(c), executed by the City;
 - (iv) a certificate from the City certifying that the representations and warranties set forth in Section 2.1 are materially true and correct as if made as of such Closing Date, provided that the representations and warranties in such certificate may be revised to reflect any changes in circumstances and/or occurrences during the Agreement Period;

- (v) a statutory declaration of an officer of the City declaring that the City is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada);
- (vi) the Assignment and Assumption of Operating Agreements in respect of the subject Property, executed by the City;
- (vii) the Assignment and Assumption of Permitted Encumbrances in respect of the subject Property, executed by the City;
- (viii) to the extent obtained by the City, all such consents as may be required pursuant to the terms of any Permitted Encumbrances and/or Assigned Operating Agreements in respect of the subject Property in connection with the completion of the Transaction with respect to the applicable Property;
- (ix) all other documents in respect of the applicable Transaction which the City is required to deliver pursuant to this Agreement in respect of such Transaction or which HUPEG reasonably requests to give effect thereto, in each case executed by the City.
- (x) an agreement pursuant to which the City agrees to remove, discharge or release (or retain responsibility for), or cause to be removed, discharged or released, from title to the applicable Entertainment Venue all Inapplicable Encumbrances that remain on title to such Entertainment Venue after the applicable Closing; and
- (xi) good and valid releases or discharges of all Encumbrances, save for Permitted Encumbrances, registered on title to the applicable Property or undertakings with respect to same.

8.2 HUPEG Entities' Closing Documents

Subject to and in accordance with the terms and conditions hereof, in the case of each Transaction (as applicable), on or before the Closing Date therefor, HUPEG or the applicable HUPEG Entity, as the case may be, shall deliver to the City, each of the following:

- (a) in the case of the Initial Transactions (and not any Subsequent Transaction):
 - (i) the Arena Lease, executed by the HUPEG Arena Tenant;
 - (ii) a registrable notice of lease (in electronic format) in respect of the Arena Lease (with land transfer tax affidavit), executed by the HUPEG Arena Tenant;
 - (iii) the Arena Work Performance Documentation, executed by all applicable parties thereto other than the City;
 - (iv) Guarantee and Indemnity(ies) in respect of: (i) the Arena Work; (ii) the Arena Lease obligations other than the Arena Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Arena Transaction, from

- Acceptable Guarantor(s) therefor, executed by such Acceptable Guarantor(s);
- (v) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Arena, executed by the HUPEG Arena Tenant;
 - (vi) the Concert Hall Lease, executed by the HUPEG Concert Hall Tenant;
 - (vii) a registrable notice of lease (in electronic format) in respect of the Concert Hall Lease (with land transfer tax affidavit), executed by the HUPEG Concert Hall Tenant;
 - (viii) the Concert Hall Performance Documentation, executed by all applicable parties thereto other than the City;
 - (ix) Guarantee and Indemnity(ies) in respect of: (i) the Concert Hall Work; (ii) the Concert Hall Lease obligations other than the Concert Hall Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Concert Hall Transaction, from Acceptable Guarantor(s) therefor, executed by such Acceptable Guarantor(s);
 - (x) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Concert Hall, executed by HUPEG Concert Hall Tenant;
 - (xi) the Convention Centre Lease, executed by the HUPEG Convention Centre Tenant;
 - (xii) a registrable notice of lease (in electronic format) in respect of the Convention Centre Lease (with land transfer tax affidavit), executed by HUPEG Convention Centre Tenant;
 - (xiii) the Convention Centre Performance Documentation, executed by all applicable parties thereto other than the City;
 - (xiv) Guarantee and Indemnity(ies) in respect of: (i) the Convention Centre Work; (ii) the Convention Centre Lease obligations other than the Convention Centre Work; and (iii) the Indemnity re Unassigned Operating Agreements and Assignment and Assumption of Operating Agreements in respect of the Convention Centre Transaction, from Acceptable Guarantor(s) therefor, executed by such Acceptable Guarantor(s);
 - (xv) an Assignment and Assumption of the Operating Agreements in accordance with the terms herein in respect of the Convention Centre, executed by the HUPEG Convention Centre Tenant.
- (b) in the case of each Subsequent Transaction (and not any Initial Transaction):

- (i) the land transfer tax affidavit in respect of the registrable transfer/deed of land (in electronic format) in respect of the applicable Property, executed by the applicable HUPEG Entity;
 - (ii) an Environmental Release in respect of the subject Property, executed by the applicable HUPEG Entity;
 - (iii) the Assignment and Assumption of Operating Agreements in respect of the subject Property, executed by the applicable HUPEG Entity;
 - (iv) the Development Agreement in respect of the subject Property, executed by the applicable HUPEG Entity;
 - (v) a Guarantee and Indemnity in respect of the Indemnity re Unassigned Operating Agreements and the Assignment and Assumption of Operating Agreements in respect of the subject Property, executed by an Acceptable Guarantor; and
 - (vi) the Assignment and Assumption of Permitted Encumbrances in respect of the subject Property, executed by the applicable HUPEG Entity;
- (c) in the case of each Initial Transaction and each Subsequent Transaction:
- (i) an Indemnity re Unassigned Operating Agreements in respect of such Transaction, executed by HUPEG and the applicable HUPEG Entity;
 - (ii) a Reciprocal Rights Agreement in respect of the applicable Property, executed by the applicable HUPEG Entity;
 - (iii) a mutual undertaking by the City and the applicable HUPEG Entity to pay the amount of any Post-Closing Adjustments, if any, in respect of such Transaction in accordance with Section 6.1(c), executed by the applicable HUPEG Entity;
 - (iv) a certificate from HUPEG and the applicable HUPEG Entity certifying that the representations and warranties set forth in Section 2.2 are materially true and correct as if made as of such Closing Date;
 - (v) a statutory declaration of an officer of the applicable HUPEG Entity declaring that: (A) if the applicable HUPEG Entity is not a partnership, then the applicable HUPEG Entity is non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada); and (B) if the applicable HUPEG Entity is a partnership, then it is a Canadian partnership within the meaning of the *Income Tax Act* (Canada);
 - (vi) the acknowledgment and confirmation described in Section 6.3, executed by the applicable HUPEG Entity;
 - (vii) all such assumption or other agreements, undertakings and other instruments as may be required pursuant to the terms of any Permitted Encumbrances and/or Assigned Operating Agreements in respect of the

subject Property in order to comply with the provisions thereof with respect to the assignment and/or assumption thereof; and

- (viii) all other documents in respect of the applicable Transaction which HUPEG and/or the applicable HUPEG Entity is required to deliver pursuant to this Agreement in respect of such Transaction or which the City reasonably requests to give effect thereto, in each case executed by HUPEG and/or the applicable HUPEG Entity, as the case may be.

8.3 Extension of Closing Date

Without limiting any other right in favour of any Party(ies) under this Agreement, if the condition set out in Section 7.3(c) has not been satisfied on the scheduled Development Properties Closing Date, HUPEG shall have a one-time right, with respect to each Development Property, to postpone the applicable Development Properties Closing Date by delivering written notice to the City on or before such scheduled Development Properties Closing Date, in which event the Closing Date for the applicable Subsequent Transaction shall be postponed to the date that is 15 Business Days after the satisfaction of such condition, but in no event later than April 30, 2024. Notwithstanding the foregoing, HUPEG shall not be entitled to postpone the Closing Date for any Subsequent Transaction pursuant to this Section 8.3 unless all of the conditions in favour of the City contained in Section 7.3 in respect of such Subsequent Transaction (other than the condition in set out in Section 7.3(c)) have been satisfied or waived or would have been satisfied or waived on the applicable scheduled Development Properties Closing Date. For greater certainty, and without limiting any other right in favour of in favour of any Party(ies) under this Agreement, HUPEG shall not be entitled to postpone the Closing Date for any Subsequent Transaction more than one time pursuant to this Section.

8.4 Electronic Registration

Given that the Ontario land registry electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or "**TERS**") is operative in the Land Titles Office in which each Property is registered, the following provisions shall apply:

- (a) the City's Solicitors and HUPEG's Solicitors shall each be obliged to be authorized TERS users and in good standing with the Law Society of Upper Canada, and are hereby authorized by the City and each HUPEG Entity, respectively, to enter into a document registration agreement substantially in the form adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 as amended by deleting subparagraphs 4(a) and 4(b) therefrom or any replacement thereof, provided the same amendments are made (hereinafter referred to as the "**DRA**"), establishing the procedures and timing for completing this transaction, which DRA shall be exchanged between the City's Solicitors and HUPEG's Solicitors before each applicable Closing Date. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all closing documents and closing funds to be held in escrow pending the submission of the applicable registration documents to the Land Registry Office and its acceptance by virtue of each registration document being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview Electronic Registration System which does not allow the parties to electronically register all registration documents on the applicable

Closing, the applicable Closing Date shall be deemed to be extended until the next day when the system is accessible and operating for such Land Registry Offices;

- (b) the delivery and exchange of documents, monies, and keys if any, to the applicable Property, and the release thereof to the City, HUPEG and the applicable HUPEG Entity, as the case may be, may not occur contemporaneously with the registration of the applicable registration documents, but shall be governed by the DRA, pursuant to which the solicitor receiving any documents, keys and/or certified or wired funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the DRA; and
- (c) each of the Parties agrees that the delivery of any documents not intended for registration on title to a Property may be delivered to the other Party or its solicitor by email transmission, provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto.

ARTICLE 9 GENERAL

9.1 Notices

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon an executive officer of the party for whom it is intended, or mailed by registered mail, return receipt requested or sent by email and in the case of:

- (a) the City, addressed to it at:

71 Main Street West, 7th Floor
Hamilton, Ontario L8P 4Y5

Attention: Legal Services and Corporate Real Estate Office
Email: Raymond.Kessler@hamilton.ca and Anders.Knudsen@hamilton.ca

With a copy to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Attention: David G. Reiner
Email: dreiner@dwpv.com

- (b) any HUPEG Entity, addressed to it at:

c/o Gowling WLG (Canada) LLP
1 Main Street West
Hamilton, Ontario L8P 4Z5

Attention: Pamela Green

Email: pamela.green@gowlingwlq.com

or to such other address or in care of such other officers as a Party may from time to time advise to the other Party by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally or by email shall be deemed to be the date of delivery thereof if delivered prior to 5:00 p.m. on a Business Day (and the next Business Day after such delivery if not delivered prior to 5:00 p.m. on a Business Day), or if mailed as aforesaid, the date of delivery by postal authority.

9.2 City as Regulatory Authority

The Parties acknowledge and agree that nothing in this Agreement or any Closing Document derogates from or interferes with or fetters (i) the exercise by the City of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities, or from raising any objections pursuant to the foregoing or requiring compliance therewith, which objections or requirements shall not constitute a default by the City under the provisions of this Agreement or any Closing Documents; or (ii) the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement or such other Closing Documents and provided that nothing in this Section 9.2 shall be construed as relieving the City of its covenants and obligations under this Agreement. In the event of any conflict or inconsistency between this Section 9.2 and any other provision of this Agreement or any Closing Documents, this Section 9.2 shall govern and prevail. This Section 9.2 shall survive all Closings and the termination of this Agreement.

9.3 Obligations as Covenants

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

9.4 Covenants of HUPEG

(a) Until the applicable Closing, HUPEG covenants and agrees to cause each HUPEG Entity (other than itself) to perform, satisfy and fulfill its covenants and obligations set forth or contemplated in this Agreement and be bound by all of the provisions of this Agreement applicable to such HUPEG Entity. Without derogating from the foregoing, upon the Closing of each Transaction, each applicable HUPEG Entity (unless it is HUPEG itself) shall deliver an acknowledgement and agreement to be bound by all provisions of this Agreement that are applicable to such Transaction and survive the Closing of such Transaction.

(b) Any default on the part of HUPEG, the HUPEG Arena Tenant, the HUPEG Concert Hall Tenant or the HUPEG Convention Centre Tenant under this Agreement or any Closing Document delivered as part of the Initial Transactions shall constitute a default of HUPEG and the HUPEG Arena Tenant, the HUPEG Concert Hall Tenant and the HUPEG Convention Centre Tenant under this Agreement and each Closing Document delivered as part of the Initial Transactions.

(c) This Section 9.4 shall survive the termination of this Agreement; provided, for greater certainty, the survival of this Section shall not have the effect of making any covenant or

obligation survive a Closing if such covenant or obligation would not, but for this Section 9.4, survive such Closing.

9.5 One Voice for HUPEG Entities

Notwithstanding any assignment of this Agreement in whole or in part (or any designation of a particular Eligible HUPEG Person as the applicable HUPEG Entity in connection with any particular Transaction(s) in accordance with Section 9.10), HUPEG shall have the unconditional and exclusive power and authority to take, give or make all approvals, actions, decisions, waivers, consents, information, requests and notices that are required or permitted to be taken, given or made by or to HUPEG and/or any other HUPEG Entities under or in connection with this Agreement prior to the applicable Closing, and any such approvals, actions, decisions, waivers, consents, information, requests and notices when taken, given or made by or to HUPEG, and shall be final and binding upon all HUPEG Entities with the same force and effect as if taken, given or made by all HUPEG Entities, and the City shall be entitled to rely thereon. This Section shall cease to apply to approvals, actions, decisions, waivers, consents, information, requests and notices that are required or permitted to be taken, given or made by or to a HUPEG Entity in respect of a Transaction that has closed or the Property that is the subject of a Transaction that has closed. This Section 9.5 shall survive the termination of this Agreement and shall survive each Closing.

9.6 Fees and Costs

Each of the Parties shall be responsible for its own fees and costs (including legal fees) incurred in connection with the preparation and negotiation of this Agreement and the Closing Documents.

9.7 Index and Headings

The index hereto and the headings of any Articles, Section or part thereof are inserted for purposes of convenience only and do not form part hereof.

9.8 Invalidity of Provisions

The invalidity of any provision of this Agreement or any covenant herein contained shall not affect the validity of any other provision or covenant hereof or herein contained.

9.9 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the permitted successors and permitted assigns of each Party. Except as expressly provided in Section 9.10, this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which consent may be withheld in the other Party's sole, absolute and unfettered discretion and may be subject to such conditions as the other Party may specify in its sole discretion.

9.10 Designating Applicable HUPEG Entities

(a) HUPEG shall be entitled to designate each HUPEG Entity (the applicable designated Eligible HUPEG Person being a "**Designee**") provided that: (a) such designation must be made by notice to the City no less than 15 Business Days prior to the Closing Date for the applicable Transaction; (b) notwithstanding any such designation, HUPEG shall remain liable

(jointly and severally with the applicable Designee) in respect of all of its (and such HUPEG Entity's) representations, warranties, covenants, obligations and liabilities under this Agreement in respect of the particular Transaction until the Closing of such Transaction; and (c) concurrently with the delivery of notice of such designation, HUPEG and the applicable Designee shall deliver to and in favour of the City an agreement (in a form reasonably acceptable to the City) pursuant to which: (A) the applicable Designee assumes and agrees to be bound by all of the covenants, liabilities and obligations of the applicable HUPEG Entity under this Agreement as of and after the applicable Closing Date; (B) HUPEG and the particular Eligible HUPEG Person represent and warrant, or covenant, as the case may be, to and with the City that such Designee is and shall at the time of the applicable Closing (and immediately after the Closing) be an Eligible HUPEG Person; and (C) that HUPEG and such Designee make representations and warranties in respect of the Designee that correspond with those made in this Agreement in respect of HUPEG. For greater certainty, no HUPEG Entity will be entitled to direct that legal title to any Property (or any interest therein) be transferred to any Person other than as aforesaid.

(b) It is confirmed that, notwithstanding that following the designation of a Designee in respect of a particular Transaction HUPEG remains jointly and severally liable in respect of all of its (and each HUPEG Entity's) representations, warranties, covenants, obligations and liabilities under this Agreement in respect of such Transaction until the Closing thereof, a Designee shall only be responsible for the covenants, liabilities and obligations under this Agreement of the HUPEG Entity that it has been designated as in accordance with Section 9.10(a).

9.11 Tender

Any tender of documents or money under this Agreement may be made upon the City or HUPEG or upon counsel acting for the City or HUPEG from time to time, and money may be tendered by negotiable cheque certified by a chartered bank or trust company.

9.12 Amendment of Agreement

No supplement, modification, waiver or termination (other than a termination pursuant to the terms of this Agreement) of this Agreement shall be binding unless executed in writing by the Parties hereto, or by their respective counsel who are hereby expressly appointed in that regard.

9.13 Further Assurances

Each of the Parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such reasonable and further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement. The provisions of this Section shall not merge on, but shall survive, each Closing.

9.14 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the Transactions and the Revitalization Plan and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto (including, without limitation, the MOU), and there are no other warranties or representations and no other agreements between the Parties hereto in connection with Revitalization Plan except as

specifically set forth in this Agreement (including the Schedules attached hereto) or to be set out in the Closing Documents.

9.15 Time of Essence

Time shall in all respects be of the essence hereof, provided, however that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the City and HUPEG, or by their respective counsel who are hereby expressly appointed in that regard.

9.16 Planning Act

The City's obligation to convey any interest in any Property pursuant to this Agreement is expressly subject to compliance with the provisions of Section 50 of the *Planning Act* (Ontario) and amendments thereto and the City shall diligently and at its own cost pursue any required consent under that Act to the conveyance of any such Property.

9.17 No-Merger

Subject to anything expressly to the contrary herein, all provisions of this Agreement shall survive and shall not merge upon the applicable Closing and shall continue in full force and effect thereafter.

9.18 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

9.19 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, each of which may be delivered by facsimile, email or other functionally equivalent electronic means of transmission with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together as constituting one and the same agreement.

9.20 MOU Superseded


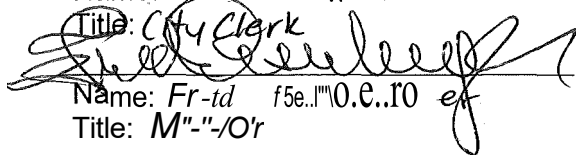
This Agreement supersedes the MOU.

9.21 Relationship of the Parties

Nothing herein shall be construed so as to make the City a partner of HUPEG or any HUPEG Entity for any purpose.

[The remainder of this page is intentionally left blank; signature page follows.]

CITY OF HAMILTON

by 
Name: Andrea Holland
Title: City Clerk

Name: Fred O'Neil
Title: Mayor

HAMILTON URBAN PRECINCT
ENTERTAINMENT GROUP LP., by its
general partner, HAMILTON URBAN
PRECINCT ENTERTAINMENT GROUP
GPINC.

by -----
Name: Peter J. Mercanti
Title: President

Name: S. Jasper Kujavsky
Title: Director

Of r=1cr OF THE CLERK
APPEWVED BY COUNCIL
DATE: June 1 12:6@1
PRIORITY ei, c:JI-D)::J /Krr. 4
NL Ct.AJ YEAR/FILE :IQ /r/f>5/(p

Schedule A
ARENA LEASE
KEY TERMS AND FEATURES

A. Key Terms

Premises: Arena Property

Tenant: the HUPEG Arena Tenant

Term: 49 years commencing on the Initial Closing Date, with a right for the Tenant to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the Commencement Date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases.

Commencement Date: On the Initial Closing Date

Basic Rent: \$1.00 per year, payable for the entire Term on the Commencement Date

Municipal Capital Facility: As set out in Section 5.6(d) of the Master Agreement

Fully Net Lease: Tenant responsible for all costs during the Term

Additional Rent: Tenant responsible for all operating costs (including, without limitation, costs under the Energy Agreements in accordance with Section 5.2(i) and all costs of Operations Employees), taxes, etc. (subject to exemptions, etc. under Municipal Capital Facility Agreements)

Arena Work:

The "**Arena Work**" is the Arena Transformation in material compliance with the preliminary design, specifications, development budget (which budget reflects a capital investment by the Tenant of approximately \$50,000,000) and schedule referenced in Part B below.

"**Arena Transformation**" means the transformation of the lower bowl of the Arena into a "modern facility" (having regard to similar facilities in similar markets) that provides seating for approximately 9,000 customers, including club suites, private boxes and state of the art amenities while also maintaining access to the upper balcony for large scale events.

Tenant's Construction obligations:

- Tenant to undertake the Arena Work at its own cost
- Arrange committed construction funding
- Negotiate and enter into construction and consulting contracts
- Materially comply with the preliminary project plans, budget and schedule based upon the applicable preliminary design, specifications, development budget and schedule

- Obtain permits
- Obtain bonding and insurance (including liability coverage in respect of damage to neighbouring City properties) on terms satisfactory to the City
- Fund construction costs, including overruns
- Liaise with the City's Project Monitor (retained by the Landlord, as a Tenant construction cost) and permit Project Monitor oversight
- Permit Landlord inspections
- Co-ordinate construction and ongoing arena activities
- Designated as "Constructor" and take on the Constructor responsibilities under *Occupational Health and Safety Act* (Ontario)
- Obtain a building condition report from an independent expert after Substantial Completion to establish a baseline building condition

Landlord's rights respecting construction:

- Approval of design, plans, etc.
- Approval of schedule
- Approval of material changes
- Oversight re construction activities directly and through the Project Monitor
- Oversight re commissioning
- Receive ongoing reports
- Receive the Landlord's Security (which will be defined in the Lease as including: (i) assignment (as security) of principal construction documents (construction contract, consultants agreements, plans, bonds (with the City as a co-obligee), etc.) and any other contemplated construction documents), but subject to postponement in favour of the Tenant's third party (arm's length) construction lender; and (ii) the Arena Work Performance Documentation

Operations and Maintenance:

- Subject to Section 5.2 of the Master Agreement, Tenant to assume all Operating Agreements on the Initial Closing Date, with full authority to renew, replace, modify, etc.
- Ongoing operating covenant commencing on the Initial Closing Date, subject to interruption to complete the Arena Work and where necessary, maintenance, repair,

- Ongoing maintenance, repair, alterations and replacements commencing on the Initial Closing Date, inclusive of base building, structural, mechanical, etc. to maintain a good state of repair and as a modern facility (having regard to similar facilities in similar markets)
- Address ongoing compliance with the building condition baseline at regular 5-year intervals
- Environmental compliance
- Hand back terms to ensure the facility is up to baseline standards

Capital Renewal Program:

- Commitment to an ongoing "modernization" (having regard to similar facilities in similar markets) renewal program and to keep the facility in a good state of repair and as a modern facility (to be defined in the Master Agreement and having regard to similar facilities in similar markets)
- Application of a ticket surcharge in accordance with Section 5.5 of the Master Agreement.
- Capital reserve for ticket surcharge funds in accordance with the provisions of Section 5.5 of the Master Agreement. Tenant shall have no liability for any claims, costs or damages arising out of a failure by the City to approve any life cycle replacement, capital, repairs, enhancements, etc. to the Arena proposed by Tenant.

Use:

- Covenant to carry on "Arena Uses" (to be defined in the lease agreement)
- Community Use Program and Special Events, as agreed upon by the Parties
- Continuous operation
- Prohibited or restricted activities

Risk Management:

- Insurance
- Guarantee and indemnity (at any time that the Tenant does not satisfy the Applicable Net Worth Criteria) with respect to Tenant's obligations under the Arena Lease and, if from more than one guarantor, on a joint and several basis. It is confirmed that there may be a separate Guarantee and indemnity in respect of the Arena Work and in respect of the remainder of Tenant's obligations under the Arena Lease.
- Arena Work Performance Documentation

Naming, Sponsorship, Signage and Advertising:

- Parameters consistent with the City's current standards

Reciprocal Rights Agreement:

- As per Schedule F

Transfers:

- City approval (sole and unfettered discretion) required for (i) any assignment of the Lease or (ii) the Tenant to cease to be a HUPEG Person
- Space Leases for permitted uses
- Leasehold mortgaging arrangements between Landlord and Lender (no subordination)

Defaults:

- Cross default with the other Leases and all Closing Documents delivered as part of the Initial Transactions.
- No entitlement shall accrue for any Extended Tax Incremental Grant Program related to any of the Properties at any time that the tenant under the Arena Lease, the Concert Hall Lease or the Convention Centre Lease is in default (other than immaterial default) thereunder beyond any applicable cure period and no such entitlement shall accrue during any such default.

B. Preliminary Design/Specifications/Budget/Development Schedule

The proposed renovation of the Arena is based on the contents of the 2016 Arena Renovation Study prepared by Brisbon Brook Beynon (BBB) Architects, and specifically, a portion of the Option 1 plan producing a state-of-the-art lower bowl. While modifications to that plan will be incorporated into the final design, including the proposed upgraded upper bowl curtaining system, the essence of the Option 1 Plan remains intact. HUPEG relies on the comprehensive Existing Building Assessment, structural, electrical, mechanical sections, architectural plans, renderings and other information for the purpose of this Master Agreement.

HUPEG has also submitted to the City the updated 2020 and 2021 BBB renderings of the lower bowl Arena Transformation including images of the proposed new building exterior, and upgraded interior bowl curtaining system. These renderings reflect a project premised on the 2016 Option 1 Renovation Plan which will be subject to modification as set out below.

Please see the following preliminary drawings, plans and specifications as set out in the 2016 Arena Renovation Study Option 1 with respect to the Arena:

- Architectural renderings: pages 6-8;
- Drawings pages: 9-24;

- Option 1 chair counts: page 25;
- Option 1 gross floor areas: pages 27 and 29;
- Outline specifications: pages 31-47;
- Option 1 finish schedules: pages 48-56;
- Existing drawings: pages 67-73.

The proposed budget in the 2016 BBB Study for the Option 1 lower bowl renovation was approximately \$68 million. Specifics regarding the budget are reflected in the confidential Project Budget section of the 2016 BBB Study at page 101:

Option 1 project cost:	\$59,996,726.00
HST:	\$7,799,574.00
TOTAL:	\$67,796,300.00

Pursuant to the PCL Updated 2020 Option 1 Budget estimate, HUPEG estimates the current 2016 Arena Renovation Study Option 1 budget at \$80,000,000 incorporating cost escalation in the range of 13-15%.

The project schedule with respect to Option 1 is reflected in the detailed information set out in the BBB Study at page 102 of the 2016 Arena Renovation Study. That schedule assumes a complete building shutdown for three consecutive months of continuous construction during the summers of each year. That could still be effected with the updated schedule beginning following completion of the Hamilton Bulldogs and Toronto Rock season in 2022 or 2023. It is possible, though, that in the event the Bulldogs and Toronto Rock were prepared to relocate for one season, the Arena Work could be effected in one continuous period of approximately 12-15 months. Updated schedules with PCL will be prepared anticipating the possibility of a continuous construction timetable or a staged construction timetable.

The specifications and budget with respect to the Arena Work are different depending on the scale of the renovation and ultimate project budget, whereas scheduling is not. Decisions on what modifications will have to be incorporated will be made in consultation with the building's anchor tenants, the Hamilton Bulldogs, Toronto Rock and Hamilton Honey Badgers.

The Arena Work would likely result in significant modifications from the 2016 Arena Renovation Study Option 1 including the extent of exterior building envelope work, FF&E, interior finishes, specialties and accessories. It is anticipated the construction of private suites would remain substantially as planned in a full Option 1 renovation, with the possibility of construction of a partial new upper level concourse on the south side, and street-level concourse on the north, east and south sides of the building.

The Arena Work at \$50,000,000 would also likely require consideration of reduction of interior construction and partitions. Significant cost reductions could be realized by foregoing much of the anticipated transformation of the north-end ice level space envisioned in the fully built-out Option 1 plan for new dressing rooms, amenity spaces and "Bunker Suites". Reconsideration of the extent of private boxes and suites, as well as the partial upper level concourse, would be required to bring the renovation in at an approximate cost of \$50,000,000. While this plan would still incorporate a significant renovation and expansion of the north side concourses at both the street

and existing main concourse levels, the degree of desired new exterior building skin would be modified.

Schedule B
CONCERT HALL LEASE
KEY TERMS

A. Key Terms

1. Premises: Concert Hall Property

Tenant: the HUPEG Concert Hall Tenant

Term: 49 years commencing on the Initial Closing Date, with a right for the Tenant to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the Commencement Date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases.

Commencement Date: On the Initial Closing Date

Basic Rent: \$1.00 per year, payable for the entire Term on the Commencement Date

Municipal Capital Facility: As set out in Section 5.6(d) of the Master Agreement

Fully Net Lease: Tenant responsible for all costs during the Term

Additional Rent: Tenant responsible for all operating costs (including, without limitation, costs under the Energy Agreements in accordance with Section 5.2(i) and all costs of Operations Employees), taxes, etc. (subject to exemptions, etc. under Municipal Capital Facility Agreements)

Concert Hall Work:

The "**Concert Hall Work**" is material compliance with the preliminary design, specifications, development budget (which budget reflects a capital investment by the Tenant of no less than \$2,500,000) and the preliminary schedule referenced in Part B below.

Tenant's Construction obligations:

- Tenant to undertake the Concert Hall Work at its own cost
- Arrange committed construction funding
- Negotiate and enter into construction and consulting contracts
- Materially comply with the preliminary project plans, budget and schedule based upon the applicable preliminary design, specifications, development budget and schedule referenced in Part B below
- Obtain permits

- Obtain bonding and insurance (including liability coverage in respect of damage to neighbouring City properties) on terms satisfactory to the City
- Fund construction costs, including overruns
- Liaise with the City's Project Monitor (retained by the Landlord, as a Tenant construction cost) and permit Project Monitor oversight
- Permit Landlord inspections
- Co-ordinate construction and ongoing concert hall activities
- Designated as "Constructor" and take on the Constructor responsibilities under *Occupational Health and Safety Act* (Ontario)
- Obtain a building condition report from an independent expert after Substantial Completion to establish a baseline building condition

Landlord's rights respecting construction:

- Approval of design, plans, etc.
- Approval of schedule
- Approval of material changes
- Oversight re construction activities directly and through the Project Monitor
- Oversight re commissioning
- Receive the Landlord's Security (which will be defined in the Lease as including: (i) assignment (as security) of principal construction documents (construction contract, consultants agreements, plans, bonds (with the City as a co-obligee), etc.) and any other contemplated construction documents), but subject to postponement in favour of the Tenant's third party (arm's length) construction lender; and (ii) the Concert Hall Work Performance Documentation

Operations and Maintenance:

- Subject to Section 5.2 of the Master Agreement, Tenant to assume all Operating Agreements on the Initial Closing Date, with full authority to renew, replace, modify, etc.
- Ongoing operating covenant commencing on the Initial Closing Date, subject to interruption to complete the Concert Hall Work and where necessary, maintenance, repair, alterations and replacements
- Ongoing maintenance, repair, alterations and replacements commencing on the Initial Closing Date, inclusive of base building, structural, mechanical, etc. to maintain a good state of repair and as a modern facility (having regard to similar facilities in similar markets)

- Address ongoing compliance with the building condition baseline at regular 5-year intervals
- Environmental compliance
- Handback terms to ensure the facility is up to baseline standards

Capital Renewal Program:

- Commitment to an ongoing “modernization” (having regard to similar facilities in similar markets) renewal program and to keep the facility in a good state of repair and as a modern facility (to be defined in the Master Agreement and having regard to similar facilities in similar markets)
- Application of a ticket surcharge in accordance with Section 5.5 of the Master Agreement.
- Capital reserve for ticket surcharge funds in accordance with the provisions of Section 5.5 of the Master Agreement. Tenant shall have no liability for any claims, costs or damages arising out of a failure by the City to approve any life cycle replacement, capital, repairs, enhancements, etc. to the Concert Hall proposed by Tenant.

Use:

- Covenant to carry on “Concert Hall Uses” (to be defined in the lease agreement)
- Community Use Program and Special Events, as agreed upon by the Parties
- Continuous operation
- Prohibited or restricted activities

Risk Management:

- Insurance
- Guarantee and indemnity (at any time that the Tenant does not satisfy the Applicable Net Worth Criteria) with respect to Tenant’s obligations under the Concert Hall Lease and, if from more than one guarantor, on a joint and several basis. It is confirmed that there may be a separate Guarantee and indemnity in respect of the Concert Hall Work and in respect of the remainder of Tenant’s obligations under the Concert Hall Lease.
- Concert Hall Work Performance Documentation

Naming, Sponsorship, Signage and Advertising:

- Parameters consistent with the City’s current standards

Reciprocal Rights Agreement:

- As per Schedule F

Transfers:

- City approval (sole and unfettered discretion) required for (i) any assignment of the Lease or (ii) the Tenant to cease to be a HUPEG Person
- Space Leases for permitted uses
- Leasehold mortgaging arrangements between Landlord and Lender (no subordination)

Defaults:

- Cross default with the other Leases and all Closing Documents delivered as part of the Initial Transactions.
- No entitlement shall accrue for any Extended Tax Incremental Grant Program related to any of the Properties at any time that the tenant under the Arena Lease, the Concert Hall Lease or the Convention Centre Lease is in default (other than immaterial default) thereunder beyond any applicable cure period and no such entitlement shall accrue during any such default.

B. Preliminary Design/Specifications/Budget/Development Schedule

The proposed Concert Hall renovations are relatively modest as the Concert Hall is structurally and acoustically sound. The Master Agreement anticipates monies that will be spent primarily on a building refresh, including new seating.

For the purpose of this Master Agreement, the specific design and specifications for the interior renovations referenced in this section will be confirmed to the City by HUPEG.

The budget with respect to the Concert Hall is estimated at a minimum of \$2,500,000. Budget particulars are currently being prepared and will be forwarded by HUPEG to the City.

The development schedule is anticipated to be effected over an approximately 9 month period. Specific updated information on the schedule as it relates to ongoing Concert Hall operations, potential start date, and the effort to avoid programming interruptions, will be provided by HUPEG to the City.

The Tenant will be required to complete the Concert Hall Work by no later than December 31, 2024, subject to force majeure.

Schedule C
CONVENTION CENTRE LEASE
KEY TERMS

A. Key Terms

1. Premises: Convention Centre Property

Tenant: the HUPEG Convention Centre Tenant

Term: 49 years commencing on the Initial Closing Date, with a right for the Tenant to terminate on not less than five (5) years' prior notice effective no earlier than the 30th anniversary of the Commencement Date, provided that, except with the consent of the City (acting in its sole and unfettered discretion), such right of termination may only be exercised concurrently with the concurrent termination of the other Leases.

Commencement Date: On the Initial Closing Date

Basic Rent: \$1.00 per year, payable for the entire Term on the Commencement Date

Municipal Capital Facility: As set out in Section 5.6(d) of the Master Agreement

Fully Net Lease: Tenant responsible for all costs during the Term

Additional Rent: Tenant responsible for all operating costs (including, without limitation, costs under the Energy Agreements in accordance with Section 5.2(i) and all costs of Operations Employees), taxes, etc. (subject to exemptions, etc. under Municipal Capital Facility Agreements)

Convention Centre Work:

The "**Convention Centre Work**" is the renovations, upgrades and enhancements in material compliance with the preliminary design, specifications, development budget (which budget reflects a capital investment by HUPEG of approximately \$10,000,000) and the preliminary schedule referenced in Part B below.

Tenant's Construction obligations:

- Tenant to undertake the Convention Centre Work at its own cost
- Arrange committed construction funding
- Negotiate and enter into construction and consulting contracts
- Materially comply with the preliminary project plans, budget and schedule based upon the applicable preliminary design, specifications, development budget and schedule referenced in Part B below
- Obtain permits

- Obtain bonding and insurance (including liability coverage in respect of damage to neighbouring City properties) on terms satisfactory to the City
- Fund construction costs, including overruns
- Liaise with the City's Project Monitor (retained by the Landlord, as a Tenant construction cost) and permit Project Monitor oversight
- Permit Landlord inspections
- Co-ordinate construction and ongoing convention centre activities
- Designated as "Constructor" and take on the Constructor responsibilities under *Occupational Health and Safety Act* (Ontario)
- Obtain a building condition report from an independent expert after Substantial Completion to establish a baseline building condition

Landlord's rights respecting construction:

- Approval of design, plans, etc.
- Approval of schedule
- Approval of material changes
- Oversight re construction activities directly and through the Project Monitor
- Oversight re commissioning
- Receive ongoing reports
- Receive the Landlord's Security (which will be defined in the Lease as including: (i) assignment (as security) of principal construction documents (construction contract, consultants agreements, plans, bonds (with the City as a co-obligee), etc.) and any other contemplated construction documents), but subject to postponement in favour of the Tenant's third party (arm's length) construction lender; and (ii) the Convention Centre Work Performance Documentation

Operations and Maintenance:

- Subject to Section 5.2 of the Master Agreement, Tenant to assume all Operating Agreements on the Initial Closing Date, with full authority to renew, replace, modify, etc.
- Ongoing operating covenant commencing on the Initial Closing Date, subject to interruption to complete the Convention Centre Work and where necessary, maintenance, repair, alterations and replacements
- Ongoing maintenance, repair, alterations and replacements commencing on the Initial Closing Date, inclusive of base building, structural, mechanical, etc. to maintain a good

state of repair and as a modern facility (having regard to similar facilities in similar markets)

- Address ongoing compliance with the building condition baseline at regular 5-year intervals
- Environmental compliance
- Handback terms to ensure the facility is up to baseline standards

Capital Renewal Program:

- Commitment to an ongoing “modernization” (having regard to similar facilities in similar markets) renewal program and to keep the facility in a good state of repair and as a modern facility (to be defined in the Master Agreement and having regard to similar facilities in similar markets)
- Application of a ticket surcharge in accordance with Section 5.5 of the Master Agreement.
- Capital reserve for ticket surcharge funds in accordance with the provisions of Section 5.5 of the Master Agreement. Tenant shall have no liability for any claims, costs or damages arising out of a failure by the City to approve any life cycle replacement, capital, repairs, enhancements, etc. to the Convention Centre proposed by Tenant.

Use:

- Covenant to carry on “Convention Centre Uses” (to be defined in the lease agreement)
- Community Use Program and Special Events, as agreed upon by the Parties
- Continuous operation
- Prohibited or restricted activities

Risk Management:

- Insurance
- Guarantee and indemnity (at any time that the Tenant does not satisfy the Applicable Net Worth Criteria) with respect to Tenant’s obligations under the Convention Centre Lease and, if from more than one guarantor, on a joint and several basis. It is confirmed that there may be a separate Guarantee and indemnity in respect of the Convention Centre Work and in respect of the remainder of Tenant’s obligations under the Convention Centre Lease.
- Convention Centre Work Performance Documentation

Naming, Sponsorship, Signage and Advertising:

- Parameters consistent with the City’s current standards

Reciprocal Rights Agreement:

- As per Schedule F

Transfers:

- City approval (sole and unfettered discretion) required for (i) any assignment of the Lease or (ii) the Tenant to cease to be a HUPEG Person
- Space Leases for permitted uses
- Leasehold mortgaging arrangements between Landlord and Lender (no subordination)

Defaults:

- Cross default with the other Leases and all Closing Documents delivered as part of the Initial Transactions.
- No entitlement shall accrue for any Extended Tax Incremental Grant Program related to any of the Properties at any time that the tenant under the Arena Lease, the Concert Hall Lease or the Convention Centre Lease is in default (other than immaterial default) thereunder beyond any applicable cure period and no such entitlement shall accrue during any such default.

B. Preliminary Design Features, Project Budget and Development Schedule

Below is a description of targeted areas of investment and associated timing.

Project Area	Budget	Timeframe
Exterior Lighting/Windows	\$150,000	Anticipated 2022-2024.
Lobby Area - Walls, Flooring, Furniture *	\$350,000	Anticipated 2022-2024.
Wentworth Room – Flooring, Ceiling	\$1,000,000	Anticipated 2022-2024.
Chedoke Lobby (Coat/Check)*	\$1,500,000	Anticipated 2022-2024.
Chedoke Ballroom - Flooring, Walls, Ceiling	\$2,500,000	Anticipated 2022-2024.
Kitchen Equipment	\$1,000,000	Anticipated 2022-2024.
Meeting Room Enhancements	\$1,000,000	Anticipated 2022-2024.
Event Accessories / Audio Visual	\$1,000,000	Anticipated 2022-2024.
Miscellaneous Structural/Mechanical	\$1,500,000	Anticipated 2022-2024.
SUBTOTAL	\$10,000,000	

****Please refer to Renderings 1, 8, 16, 17, 21 in the Laundry Design Works HCC design brief***

The Tenant will be required to complete the Convention Centre Work by no later than December 31, 2024, subject to force majeure.

Schedule D LETTER OF INTENT WITH AGH

HUPEG will fully support the renovation/expansion of the AGH, and will provide essential forms of alignment that would be required **through the extensive network and influence of HUPEG's partners and affiliated organizations**, including but not limited to:

- Letters of Support addressed to relevant parties, specifically including each of the Municipal, Provincial and Federal Governments.
- Lobbying support to all key influencers who can positively impact a renovation/expansion project, be it elected government officials or ministry staff.
- Access to construction support and industry leading best practices, including an array of design and construction professionals directly and indirectly connected to HUPEG, who will assist with the AGH project's execution.

Financial Contribution

HUPEG will individually and collaboratively support the fundraising of the AGH renovation/expansion, by providing the following:

- Collective Partnership Contribution – The partners will provide a substantial minimum contribution of \$2,000,000.00 to the fundraising efforts of the AGH which will assist in their community fundraising drive.
[REDACTED]. We will also explore additional contributions as individual partners or a collective unit towards these fundraising efforts.
- Capital Campaign Membership – At a minimum, two (2) members of the HUPEG partnership and/or executive team will volunteer their time and extensive personal networks to assist with the AGH fundraising drive.

Enhanced Revenue Generation Support

As an aligned partner, and specifically through the management of the Hamilton Convention Centre by Carmen's, HUPEG is committed to an enhanced degree of strategic and operating collaboration that will effectively see increased revenue generation for the AGH through the following mechanisms:

- Aligned efforts on international, national and provincial convention bids (including major national events such as CCMA and Juno Music Awards, Grey Cup, etc.) to offer the AGH event space as an 'extension' of the Hamilton Convention Centre's space offering, with all rental revenue generated through said efforts to remain solely with the AGH.
- Redirection of wedding and other event leads that come in to the Carmen's Group venues on dates when Carmen's venues are occupied.

**Schedule E
DEVELOPMENT PROPERTIES –
KEY TERMS**

A. Purchase Terms (to form part of Master Agreement)

1. Property:

- each Development Property

Purchase Price:

- Nominal

Closing Date:

- applicable Development Property Closing Date

Purchaser:

- the applicable HUPEG Development Property Purchaser

Pre-Closing Terms:

- As per Master Agreement

Closing Terms:

- As per Master Agreement

Transfers

- Until after completion of the Arena Work, the Concert Hall Work and the Convention Centre Work, the applicable HUPEG Development Property Purchaser (i) cannot transfer other than as part of a transfer of all of the HUPEG Entities' interest in all of the Properties; and (ii) cannot cease to be a HUPEG Person, in each case without the prior written consent of the City, acting in its sole and absolute discretion.

B. Development (Development Agreement)

1. Construction Obligations:

- Construction on the Development Property of a mixed use and/or residential development, at the applicable HUPEG Development Property Purchaser's own cost.

2. City Rights re Construction:

- City approval re overall building design to ensure no adverse impact on proper functioning of the Entertainment Venues (or replacements thereof), art gallery and neighbouring City facilities

3. Other

- Covenants of HUPEG with respect to Affordable Housing set out in Section 5.9 of the Master Agreement
- Covenants of HUPEG relating to Community Living accommodations set out in Section 5.15 of the Master Agreement
- Covenants of HUPEG Development Property Purchaser relating to publically available parking set out in Section 5.16 of the Master Agreement
- Until after completion of the Arena Work, the Concert Hall Work and the Convention Centre Work, the applicable HUPEG Development Property Purchaser (i) cannot transfer other than as part of a transfer of all of the HUPEG Entities' interest in all of the Properties; and (ii) cannot cease to be a HUPEG Person, in each case without the prior written consent of the City, acting in its sole and absolute discretion.

Schedule F
RECIPROCAL RIGHTS AGREEMENT
KEY TERMS

1. Easements and Licences: Parties to address what cross easements may be required between the respective facilities such as for vehicular access and egress, pedestrian access and egress, access for repair, easements of support, easements for any shared building systems and others.
2. Cost Sharing:
3. Parking: If applicable
4. Maintenance and Repair:
5. Transfers:
6. Default and Remedies:

**Schedule G
PROPERTIES**

The following is the general description of the scope and location for each applicable Property that is referred to in Section 4.6(a) of the Master Agreement. The precise boundaries for each Property are to be agreed upon in accordance with Section 4.6(b) of the Master Agreement.

Site Name	Address	Colour
Arena Property	101 York Boulevard excluding the airspace above the upper boundary of the existing Arena (other than to the extent required for the Arena Work)	Purple
Convention Centre Property	1 Summers Lane excluding the lands on/in which the HCC Subterranean Parking Lot is located and the airspace above the upper boundary of the existing Convention Centre (other than to the extent required for the Convention Centre Work)	Yellow, "A"
Concert Hall	1 Summers Lane excluding the lands on/in which the HCC Subterranean Parking Lot is located and the airspace above the upper boundary of the existing Concert Hall (other than to the extent required for the Concert Hall Work)	Yellow, "C"
HCC Subterranean Parking Lot	80 Main Street West / 123 King Street West	Yellow (Those subterranean parts comprising the parking lot and ramp and staircase access points therefrom to the surface)
Vine Street Parking Lot	14 Vine Street	Green (hatched)
York Street Parkade	12 & 28 York Boulevard	Blue (hatched)
Community Living Hamilton	191 York Boulevard	Orange (hatched)

APPENDIX TO SCHEDULE G



SCHEDULE H Permitted Encumbrances

Without limiting the generality of the definition of "Permitted Encumbrances" in Section 1.1 of this Agreement, for each Property, Permitted Encumbrances shall include the following (including those created or arising after the Execution Date):

1. Encumbrances for real property taxes (which term includes charges, rates and assessments, and other governmental charges or levies) and charges for electricity, power, gas, water and other services and utilities in connection with the Property that (i) have accrued but are not yet due and owing or, if due and owing, are adjusted for pursuant to Section 6.1, or (ii) the validity of which is being contested in good faith.
2. Encumbrances of any nature in respect of the Property that have been disclosed (including any deemed disclosure pursuant to the Agreement) to HUPEG prior to the Execution Date.
3. Any subsisting reservations, limitations, provisos, conditions or exceptions contained in the original grants of the Property from the Crown.
4. All Encumbrances contained in any Operating Agreements that have been disclosed (including any deemed disclosure pursuant to the Agreement) to HUPEG prior to the Execution Date.
5. All Property Leases in respect of the Property existing as of the Execution Date that have been disclosed (including any deemed disclosure pursuant to this Agreement) to HUPEG prior to the Execution Date that are entered into or granted in compliance with the provisions of this Agreement, and all registered notices, memorials, caveats or other registrations with respect to such Property Leases; and leasehold mortgages or security interests relating to any tenant secured by such tenant's interest in any such Property Lease.
6. Without derogating from any other item listed in this Schedule, the lease registered (or notice of which has been registered) as Instrument No. AB199863, being a lease with The Hamilton & District Association for the Mentally Retarded (now Community Living Hamilton) and Instrument No. VM123613, being a renewal of the said lease with Hamilton Association for Community Living (now Community Living Hamilton) (collectively, the "**Community Living Lease**"), and the subsequent arrangements that were approved by City Council on May 7, 2014 as set out in the General Issues Committee Minutes 14-010 (collectively, the "**Community Living Arrangements**").
7. All Encumbrances in respect of the Property granted during the Agreement Period in compliance with the provisions of this Agreement.
8. Any rights of expropriation, access, use or any other right conferred or reserved by or in any statute of Canada or Ontario. It is confirmed that, although the statutory right of the City to bring expropriation proceedings constitutes a Permitted Encumbrance, the exercise of such right by the City (but not by any other authority (including any municipal agency) with powers of expropriation) shall not constitute a Permitted Encumbrance.

9. The provisions of Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning.
10. Statutory exceptions, reservations, limitations, provisos, qualifications and conditions to title.
11. Any minor title defects, minor irregularities or other minor discrepancies in title or possession relating to the Property (including, without limitation, any minor encroachments onto or from such Property) that: (i) is or would be disclosed in an up-to-date survey of the Property; or (ii) do not materially interfere with the use or development of the Property for its intended purpose.
12. Encumbrances of labourers, workmen, builders, contractors, suppliers of material or architects or other similar Encumbrances incidental to construction, maintenance or operations which have not at the time been registered or filed pursuant to law against the Property, without derogating from the City's obligations pursuant to this Agreement with respect to the circumstances giving rise to such encumbrances.

For greater certainty, no Encumbrance identified above shall effect of narrowing or limiting the scope of any other Encumbrance identified above.

[REDACTED]

				[REDACTED]		[REDACTED]
				[REDACTED]		[REDACTED]
				↓		↓
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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