



INFORMATION REPORT

TO: Mayor and Members General Issues Committee	WARD(S) AFFECTED: Ward 3
COMMITTEE DATE: September 5, 2013	
SUBJECT/REPORT NO: Memorandum of Agreement - City of Hamilton and Hamilton-Wentworth District School Board for a New Secondary School and Community Centre in the Pan Am Stadium Precinct - Update (CM13006(b)) (Ward 3)	
SUBMITTED BY: Chris Murray City Manager	PREPARED BY: Paul Johnson (905) 546-2424 x5598
SIGNATURE:	

Council Direction:

General Issues Committee at its meeting of July 11, 2013 approved the following:

(a) The presentation respecting Memorandum of Agreement - City of Hamilton and Hamilton-Wentworth District School Board for a New Secondary School and Community Centre in the Pan Am Stadium Precinct – Update was received.

(b) Report CM13006(a) respecting Memorandum of Agreement – City of Hamilton and Hamilton-Wentworth District School Board for a New Secondary School and Community Centre in the Pan Am Stadium Precinct – Update was tabled.

(c) Staff was directed to prepare a report, in conjunction with the Hamilton-Wentworth District School Board, to be presented to the next appropriate meeting of the General Issues Committee, taking into consideration the comments and questions raised by the members of the Committee.

(d) Staff was also directed to convene a meeting of the Joint City of Hamilton and Hamilton-Wentworth District School Board Liaison Committee in advance of the report referenced in sub-section (c).

Information:

In response to the Council direction above, staff from the City of Hamilton and the Hamilton-Wentworth District School Board (HWDSB) have had several discussions in order to develop a written and verbal report to address the comments and questions raised at the General Issues Committee meeting on July 11, 2013.

This information report contains some clarifying information and additional documentation related to sections of the report CM13006(a) tabled on July 11, 2013. Following the meeting of the Joint City of Hamilton and Hamilton-Wentworth District School Board Liaison Committee additional information will be incorporated into a verbal report and presentation to be made by the City of Hamilton and the HWDSB to General Issues Committee on September 5, 2013.

The areas addressed in this report include:

- Meeting of the Joint City of Hamilton and Hamilton-Wentworth District School Board Liaison Committee
- Joint facilities and compatibility of uses
- Preliminary cultural heritage assessment of Jimmy Thompson pool
- Memorandum of Agreement
- Funding

Meeting of the Joint City of Hamilton and Hamilton-Wentworth District School Board Liaison Committee

As directed by Council, a meeting of the Liaison Committee is scheduled for August 29, 2013. This meeting had to be rescheduled (from an earlier date) in order to achieve quorum and as such some information is included in this information report so that it could be distributed well in advance of the September 5, 2013 General Issues Committee meeting. A summary of the issues discussed at the Liaison Committee meeting and any additional matters arising from that meeting will be incorporated into the report provided by staff of the City of Hamilton and HWDSB on September 5, 2013.

Joint facilities and compatibility of uses

There are many examples of facilities that include schools and community uses. Staff from both the City of Hamilton and HWDSB shared details of joint use facilities recently built in the GTHA and in other jurisdictions. Examples include:

- The HABER Recreation Centre located in North Burlington which includes a three story high school, a community centre and library (combined school and public library). The community use and school components are comparable to the size of the joint project proposed for the Stadium Precinct (61,000 sq/ft community centre/public library, 148,000 sq/ft high school). The total cost of the

project is \$17.9 million for the community use facilities and \$31.6 million for the high school. It is due to open in the fall of 2013. Significant time was spent by staff at the City of Burlington, the Halton District School Board and the Burlington Public Library developing a number of agreements. These included a Joint Development Agreement among all parties. Lease and sub-lease agreements (land only) and an Operating and Maintenance Agreement (including reciprocal use of facilities and depreciation/capital repayment).

- The Erin Meadows Community Centre is a 62,000 sq/ft community centre, pool and library attached to St. Aloysius Gonzaga High School in Mississauga. Opened in 2001 it was developed as a joint project between the Dufferin-Peel Catholic District School Board and the City of Mississauga. The City of Mississauga has several shared facilities with Erin Meadows being one of the largest. Staff at the City of Mississauga indicated that on-going communication with staff at the facility and Board of Education is essential to ensuring the success of the partnerships. They hold monthly meetings to address issues and work through upcoming projects.
- An out-of-Province example that City of Hamilton staff have visited is located in Calgary. The South Fish Creek Complex is home to a Catholic senior high school, a public library, twin ice arenas, community gymnasium, public education space, the YMCA and a Sport and Fitness Club. The Complex is over 325,000 sq/ft and was completely operational by April 2002. The partnership alliance includes The City of Calgary, the Calgary Public Library, the South Fish Creek Recreation Association, the Calgary Roman Catholic Separate School District No. 1, and YMCA Calgary. The five equal partners jointly operate the South Fish Creek Complex. The total project cost \$42.5 million, of which The City of Calgary contributed \$25 million. Through the South Fish Creek Recreation Association, community activities are provided for all ages from pre-school to seniors. The Recreation Association operates as a community-based charitable association that advocates for cost-effective services based on community need.

In the above examples (as is the case for other similar projects) one of the primary reasons for developing joint use facilities was to realize efficiencies in terms of capital costs. In the case of South Fish Creek, by building the various facilities together in one complex the partners saved approximately 10 percent, or about \$4 million, of the costs that would have been incurred if separate facilities were built. The City of Mississauga states publicly on their website that the development of Erin Meadows Community Centre and Catholic High School was an effort to reduce capital costs. The City of Mississauga also commented by email that joint infrastructure investment, shared operating costs and community usage are benefits of this approach.

At the July 11, 2013 Committee meeting some concern was expressed about the integration of seniors programming at a community centre that adjoins a high school. A review of other joint use facilities and the City's own practice indicates that the integration of programming that includes seniors can be successful.

In Calgary, the South Fish Creek Recreation Association provides activities for all ages including seniors. In Erin, Ontario (northwest of Toronto) the Erin Community Centre/Erin Centre 2000 is a multi-use facility housing a school (approx. 600 students), community centre, seniors centre, two doctor's offices, an arena and theatre. In this case, the Erin District High School website states "the presence of these organizations and services in our school setting allows students to interact daily with a public ranging from pre-schoolers to senior citizens".

In Hamilton, there are many examples of seniors programs occurring within facilities either directly attached or adjacent to high schools.

There are strong seniors' swim programs at the Sir Allan MacNab Recreation Centre and the seniors' aquafit program at that recreation centre is one of the most popular programs that the City of Hamilton operates. At Sir Winston Churchill Recreation Centre, there are day time swims and a Friday afternoon seniors' card game that is well attended.

At Westmount Recreation Centre, there are many seniors programs that are very well attended alongside the drop-in youth program that runs from 11-2 through the school year. Staff report that on occasion the seniors ask the youth to play pickle ball when not enough seniors show up to play.

From an elementary school partnership perspective, at Riverdale Community Centre (connected to Lake Avenue Elementary School) the participants in the daytime adult swim and waterfit are almost all seniors. Many of these seniors are the primary caregivers for their grandchildren who attend Lake Avenue School and this presents good opportunities for the seniors to attend programming around drop-off and pick-up times. At Ryerson Recreation Centre a new seniors' fitness program has developed over the last few years providing three sessions per week during the fall, winter and spring. At Sir Wilfrid Laurier Recreation Centre the seniors' swim programs are well attended.

The old Scott Park High School had a very vibrant seniors club that operated 3 days a week in the 1980's and 1990's with crafts, knitting and cards. These were located within the school but separated from the students and the Jimmy Thompson Pool.

These examples do not diminish the fact that when it comes to developing the seniors centre in the Stadium Precinct the most important factor will be some form of separation from the youth (teenagers) in order to ensure that seniors have their own dedicated space so that they have a sense of ownership and as well so that specific programs can be developed to meet the needs of older adults. Such separation will be a part of our design should the project be approved and move forward.

Preliminary cultural heritage assessment of Jimmy Thompson pool

The Jimmy Thompson Memorial Pool has been identified by the local community as being of potential cultural heritage value or interest. Staff in the Planning and Economic Development Department (Development Planning, Heritage and Design) commissioned a heritage consultant to conduct a preliminary assessment of the potential cultural heritage value of the building to inform the design process for the proposed joint facility (see Appendix A).

In summary, the report states that the building has cultural heritage value or interest due to its physical design, its setting within the community and its historic association with events in the development of public recreation facilities within the City of Hamilton. The preliminary assessment indicates that, while the design of the exterior of the building is distinctive, it has been compromised by the 1974 addition. The design and functionality of the indoor pool are considered to express the building's most significant cultural heritage value.

The heritage consultant recommends that future proposals for the site take into account the importance of the pool floor as a key heritage feature. If the building cannot be maintained as a functioning public swimming pool, alternative forms of conservation should be considered, such as commemoration of its cultural significance in the evolution of the City's recreational facilities. Given the recommendations in the report, staff foresee the integration of the information outlined in the preliminary assessment into the RFP process for the joint facility, as well as the community visioning and consultation process for the Stadium Precinct.

As such, both the City of Hamilton and HWDSB agree it would be beneficial to ensure that the consultants engaged through the RFP process have demonstrated experience with the redevelopment of heritage structures and that alternative design solutions be developed in an attempt to integrate the identified heritage attributes into the new development. In addition, a cultural heritage planner will be included on the joint staff committees reviewing the design of the project.

At this point in time it is not possible to determine what (if any) impacts these considerations will have on the overall cost of the project, but we will work to mitigate any such costs in order to ensure the project budget is maintained.

Memorandum of Agreement

At the July 11, 2013 General Issues Committee meeting a copy of the Memorandum of Agreement (MoA) between the City of Hamilton and HWDSB was circulated. The City Manager was authorized to enter into a MoA to develop a joint project following the approval of report CM13006 presented on March 20, 2013. A copy of the MoA is attached as Appendix B.

The MoA provides the initial parameters under which the project will be developed and provides a general framework for the working relationship between the City of Hamilton and the HWDSB. While the MoA was signed by both the City of Hamilton and the HWDSB in the spring, a critical milestone for both parties was the commitment of funding to the project. Originally, the City of Hamilton was to confirm its contribution by July 31, 2013. When report CM13006(a) was tabled at the July 11, 2013 General Issues Committee the City of Hamilton and HWDSB continued to work together to develop the tender document for the prime consultant on this project, scheduled a meeting of the Joint City of Hamilton and Hamilton-Wentworth District School Board Liaison Committee, reviewed the findings of the preliminary cultural heritage assessment report and worked together to develop a report for the September 5, 2013 General Issues Committee. With the guidance of the City Solicitor, the MoA will be replaced by a Joint Development Agreement prior to construction. Furthermore, additional agreements that prescribe the shared use and responsibilities of the City and the HWDSB will also be entered into prior to the development of the joint facility.

Based on the questions and comments made at the July 11, 2013 GIC some additional information related to specific clauses in the MoA are as follows:

Clause 2.6 (b)

This clause was inserted to provide clarity regarding the range of funding from the City of Hamilton that was discussed as part of the March 20, 2013 report CM13006. Council approved at that time the re-allocation of \$1.2 million from a Capital W.I.P. originally slated for a Central City Seniors facility. Council directed staff to provide a funding strategy for the remaining \$15.8 million of the project costs. This clause simply provided confirmation of the funding committed (\$1.2 million) and the maximum contribution (\$17 million) based on the March 20, 2013 report. Should this project not proceed, the City of Hamilton is not required to provide \$1.2 million to the HWDSB. Staff has accessed the available funding to complete work such as the preliminary

cultural heritage assessment but that represents a small fraction of the funding and if the project does not proceed that funding would remain with the City of Hamilton.

Clause 3.3

The site of the joint project is 7.08 acres in size. Of that the City of Hamilton owns 5.61 acres (recreation facilities, parking and parkland). 1.47 acres is privately owned and the HWDSB has undertaken expropriation proceedings to acquire that property. The joint facility will not be able to be built entirely on the 1.47 acres the HWDSB is acquiring. Because it is a joint facility there are a series of land issues that need to be addressed. A re-zoning will be required as the facility cannot be built entirely on land zoned for the use. Since the facility would be built on lands owned by two different entities (City of Hamilton and HWDSB) there needs to be an agreement developed about how to deal with a single facility on two pieces of property. The City and the HWDSB have still not developed a site plan or design but the City of Hamilton Legal Services Division and Planning Division will continue to work and ensure that an optimal course of action is taken as the project proceeds.

Funding

In report CM13006(a), staff identified \$9.45 million in funding. Staff also provided a number of options for addressing the \$7.55 million gap in funding that remained. A notice of motion offers an option to address the funding gap. The tabled report CM13006(a) provided a number of options for funding including:

1. Tax-Supported Capital Levy. Funding from the Levy would reduce the amount of Discretionary Capital Block Funding as well as reducing future years capital capacity.
2. Council's Strategic Capital Reserve. There is currently a \$6 million uncommitted reserve balance.
3. Ward Area Capital reserves. Funding could be based on uncommitted reserve balance forecasts and relative local geographic benefit impact.
4. Federal / Provincial Infrastructure Subsidies. Timing, eligibility and amount of subsidies unknown.
5. Hamilton Future Fund
6. HUC 2013 Special Dividend of \$2M
7. Balance of proceeds received in 2013 from the 2010 OMPF Reconciliation of \$2.85M

If the Hamilton Future Fund is not accessed to fund the \$7.55 million gap then two alternative approaches exist. The first would be to access uncommitted funds from OMPF, HUC Special Dividend, Ward Area Capital Reserves and some additional contribution from the Council Strategic Capital Reserve. The second approach would

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be to fund the gap through the City's Capital Levy which would then require a re-prioritizing of the discretionary funding available for other programs.

The tabled report CM13006(a), provided an overview of the pressure this project places on capital priorities such as the City's \$195 million existing infrastructure repair and rehabilitation funding shortfall. Additional short-term capital pressures more recently identified include requirements for the Waterfront, Conservation Authority (Confederation Park and Westfield), Fleet Services, Corporate Projects (included web redevelopment, technology improvements etc.), Wentworth Lodge construction settlement and repairs to the Children's Museum.

Attachments (2):

- Appendix A to Report CM13006(b) - Preliminary Cultural Heritage Assessment
- Appendix B to Report CM13006(b) - Letter from Evans Philp dated April 30, 2013



20 August 2013

Appendix A to Report CM13006(b)

FINAL REPORT



PRELIMINARY CULTURAL HERITAGE ASSESSMENT

**Jimmy Thompson Memorial Pool
1099 King Street East, Part of Lot 7, Concession 2
Geographic Township of Barton, City of Hamilton
Regional Municipality of Hamilton-Wentworth, Ontario**

Submitted to:

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Report Number: 13-1136-0032-R01

Distribution:

3 Copies - City of Hamilton
2 Copies - Golder Associates Ltd.





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**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**

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APPENDIX A

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1.0 STUDY PURPOSE

1.1 Study Purpose

The City of Hamilton retained Golder Associates Ltd to prepare a Preliminary Cultural Heritage Assessment describing the potential cultural heritage value or interest of the Jimmy Thompson Memorial Pool at 1099 King Street, Hamilton (Map 1). The property is located within the City of Hamilton's Stadium Precinct Area, which is undergoing a Neighbourhood Strategy for revitalization in conjunction with construction of a new Stadium for the 2015 Pan American Games.

1.2 Study Method

This Cultural Heritage Assessment Report was prepared following the outline in Appendix 1 of the City of Hamilton Terms of Reference for this assignment.

An overview history of the Jimmy Thompson Memorial Pool building was prepared to evaluate the cultural significance of the building (See Section 2). A field assessment of the building was undertaken in July, 2013 to identify and photograph potential heritage features of the property (See Section 3). The building was evaluated using O.Reg 9/06 of the *Ontario Heritage Act*. (See Section 4).

This Heritage Impact Assessment was undertaken by Christopher Andreae, Senior Built Heritage Specialist, Golder Associates. His qualifications are provided in Appendix A of this report.

When completed in 1930, the pool was known simply as the Hamilton Municipal Pool. The building was renamed the Jimmy Thompson Memorial Pool sometime between 1966 and 1975.



Drawing file: 1311360032-R01001.dwg Aug 20, 2013 - 4:17pm


REFERENCE

PLAN BASED ON CANMAP STREETFILES V.2008.

NOTES

THIS DRAWING IS SCHEMATIC ONLY AND IS TO BE READ IN CONJUNCTION WITH ACCOMPANYING TEXT.

ALL LOCATIONS ARE APPROXIMATE ONLY.

PROJECT		JIMMY THOMPSON MEMORIAL POOL HERITAGE ASSESSMENT		
TITLE		STUDY AREA MAP		
PROJECT No.	13-1136-0032	FILE No.	1311360032-R01001	
CADD	LMK	July 31/13	SCALE	AS SHOWN
CHECK			REV.	0
 Golder Associates LONDON, ONTARIO			MAP 1	



2.0 SITE HISTORY

2.1 Design of Indoor Public Swimming Pools

By the time the Hamilton Municipal Pool opened in 1930, the design and construction of indoor public swimming pools was well understood. As early as 1888 the first indoor YMCA pool in Canada was built in Toronto and was followed in 1892 with one at the Montreal YMCA. In 1894 the YMCA in Hamilton built an indoor pool for swimming classes and provided free swimming with funds provided by the City.¹

The Municipal Pool dimensions of 75 by 45 feet were in keeping with the standardization of design that was occurring in the 1920s. By then, the optimal pool dimensions in Britain were of 75 feet in length and 30-49 feet wide while in the United States typical dimensions were 60-75 feet in length and 20-30 feet wide. A length of 75 feet had become the preferred minimum for official swimming events. The width was determined by the number of lanes; based initially on a lane width of five feet wide although this lane width increased over time. By the 1950s seven-foot wide lanes were the minimum width for competitive swimming pools.²

International competitive swimming venues, particularly the Olympics, adopted multiple of 25 metres (82 feet). The 1908 British Olympics was the first time a pool – albeit temporary and outdoors – was used; the previous three Games had used a sea, lake and river. The 1908 pool was also the only metric pool – 100m by 15 m – built in Britain until the 1960s. The 1924 Paris Olympics was the first indoor Olympic pool.³ Thus the indoor Hamilton Municipal Pool followed the designs used for major competitive swimming events although in keeping with the Commonwealth use of Imperial measurements it was a 75 ft (25 yd) and not 25 m pool.

No information on the original Municipal Pool's filtration system was determined. In the early 1920s two methods of water treatment were in use. The "Fill and Draw (or Empty)" system was declining in popularity while the recirculating filtering and chlorination system was becoming common; and was probably used at Hamilton. As the "Fill and Draw" name implies, the pool was filled with water, used for period of time, commonly a week, and then completely emptied and the cycle would start again. Not only did the recirculating system filter and sterilize the water, the pool had a complete changeover every 12 hours or less.⁴

Underwater pool lighting at the Municipal Pool seems to have been a relative new innovation at the time. Apparently pool lighting was introduced into competitive pools as a requirement for water polo.⁵

Skylights figured prominently in the design of British indoor competitive and recreational pools from the late 19th century onwards.⁶ The use of skylights in American pools was not researched in this HIA.

¹ Bouchier, Nancy and Ken Cruikshank, "Abandoning Nature: Swimming Pools and Clean, Healthy Recreation in Hamilton, Ontario, circa 1930s-1950s," *Canadian Bulletin of Medical History* 28: 2, 2011; Photocopies of undated newspaper clippings provided by City of Hamilton, Planning and Economic Development Department.

² Ian Gordon and Simon Inglis. *Great Lengths; The Historic Indoor Swimming Pools of Britain* p 109, 115-116; Nash *Organization and Administration of Playgrounds and Recreation*, 1928 p.453-454; Ramsey and Sleeper. *Architectural Graphic Standards* 1956, 639.

³ Gordon, . *Great Lengths*, p.119, 175-76.

⁴ Nash *Playgrounds and Recreation*, p.464-68; Gordon, . *Great Lengths*; p.116, 118, 171-72.

⁵ Ramsey and Sleeper. *Architectural Graphic Standards* p.646.



2.2 The Hamilton Municipal Pool

Two developments led to construction of the Municipal Pool in 1930. The first issue was the declining water quality of Hamilton Harbour in the early 20th century. The second, more specific issue was the holding of the British Empire Games in Hamilton in 1930.

At the beginning of the 20th century, Hamilton citizens that wished to swim used Hamilton Bay. In 1912 the City acquired waterfront land on the bay outside the city limits across the bay on the north shore. The City developed this land as Wabasso (later renamed LaSalle) Park. But as an indication of the growing industrial use of the bay's water, by the mid-1920s the beach had become so polluted that it could not be used on a regular basis for swimming. Other parts of the Bay continued to be used until they too, became too dirty.⁷

In 1930 Hamilton hosted the first British Empire Games in an area known as Scott Farm, later Scott Park, two blocks west of Gage Ave. The main events were held in the Civic Stadium located between Cannon Street and Beechwood Ave. The stadium was later renamed Ivor Wynne Stadium and remained in use until it was demolished to be replaced with a new facility for the 2015 Pan American Games.

In December 1928 City council proposed a by-law to fund construction of a swimming pool that would be used for the British Empire Games and then become the first municipal pool (Figure 2). The building was to be located in Scott Park, south of the Civic Stadium.⁸

The architect for the Municipal Pool was not identified in this HIA but the design of the pool room skylight and the column decorations seems to hint at British, rather than American design influence. Architecturally the building was designed in the "Mediterranean" or "Italian Renaissance" style popular in the 1920s. The Sunnyside Bathing Pavilion in Toronto, opened June 1922, was a much larger and grander version of the style than that used in Hamilton eight years later; the swimming pool was only completed in 1925 (Figure 1). The original intention was that bathers would use Lake Ontario. However, the water was too cold and the heated, outdoor swimming pool was built. The Sunnyside Bathing Pavilion was designed purely for recreation, unlike the competitive sport design for the Hamilton Municipal Pool. The Sunnyside pool was also immense with dimensions of 300 by 75 feet.⁹

Not all swimming events were held at the Municipal Pool. Swimming and water polo events were held in the pool but the diving events occurred in Hamilton Bay. The diving events for the Games consisted of men's and women's 1, 3, 5 and 10 metre boards.¹⁰ Although pool dimensions were Imperial, diving events were metric. Yet the undated, c.1930 Figure 2 depicts what could be a five metre diving board.

⁶ Gordon, *Great Lengths*; p.116, 118, 171-72.

⁷ According to the authors the business community perceived swimming pools as a technological fix for an urban public health crisis. Artificial pools for swimming allowed Hamilton to abandon the natural waters of the bay in order to promote industrial activity: Bouchier, "Abandoning Nature," 2011.

⁸ Bouchier, "Abandoning Nature," 2011.

⁹ *Toronto Harbour, The Passing Years*. 1985. p.93-96.

¹⁰ Bouchier, "Abandoning Nature," 2011.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

Moreover, an article in the *Hamilton Herald* noted that some of the swimmers were practicing off the “high and low diving boards” in the new municipal pool.¹¹ There appears to be some ambiguity in the location of the diving venues.



Figure 1: Sunnyside Pavilion, Toronto in the 1920s. Source City of Toronto Archives

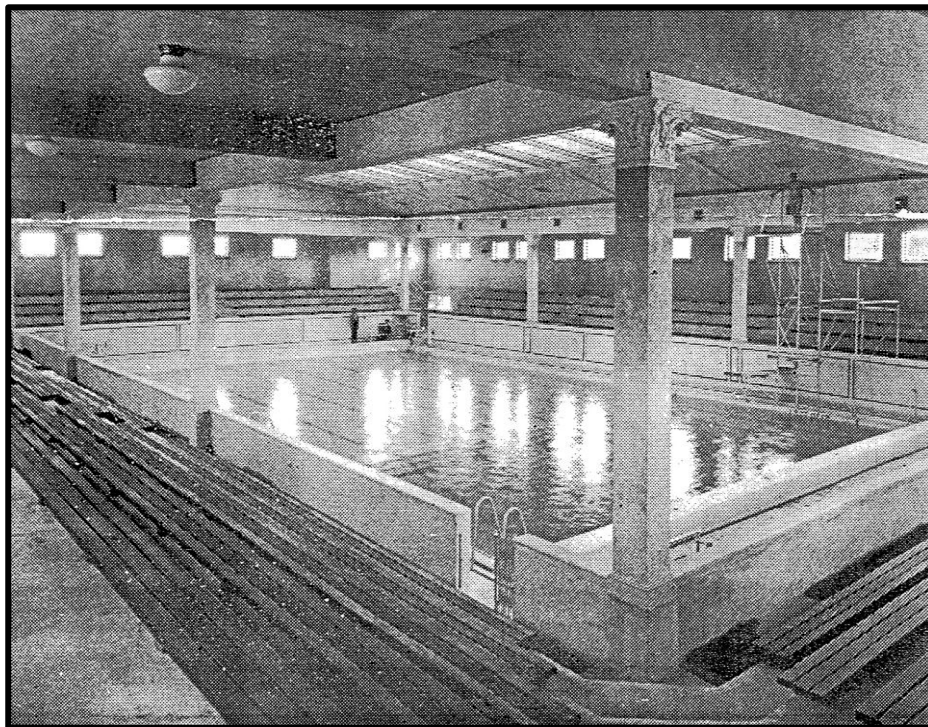


Figure 2: This undated (1930s) photograph shows the pool and bleachers virtually unchanged for the present. The most noticeable changes are the absence of the “Corinthian” column design, skylight, dome lighting over the bleachers, and diving board.

¹¹ *Hamilton Herald* August 7, 1930.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

The second British Empire Games held in Wembley England in 1934, indicate that the swimming facilities were considerably larger than at Hamilton. The pool was 200 feet by 60 feet with a capacity of 5-7,000 people depending on configuration. The Hamilton Municipal Pool held 1,700. Unlike the Jimmy Thompson the Wembley pool has been covered over and is now an arena for events.¹²

In 1971 the Municipal Pool was renamed the Jimmy Thompson Memorial Pool in honour of James Thompson for his contributions to teaching swimming in Hamilton. Thompson was born in Scotland, immigrated to Toronto with his family as a child and settled in Hamilton in 1932. In 1928 he was a member of the Canadian team that won the Olympic bronze medal for the 4X200 metre freestyle relay event. At the British Empire Games in 1930 his Canadian team won the gold medal for the 4X200 yard freestyle relay event. He died in 1966.¹³

Based on the types of building materials observed in the site visit, it appears that some renovations dated to the 1960s. The first documented changes were made in 1974/75 (Figures 3-6). This resulted in the removal of the skylight, upgrading of the mechanical systems, and construction of lifeguard change rooms in parts of the men's and women's change room. Visually, the most pronounced change was the construction of an addition to the front of the building to provide public washrooms. The second documented revisions occurred in 2004 and were primarily improvements to health and safety. New railings were installed and an additional emergency escape was built at the north-west corner of the building.

In 1930 the City of Hamilton formally assumed the responsibility for providing playgrounds for its citizens. The Playground and Recreation Commission was appointed by City council to manage and control the City's 17 playgrounds. Prior to this time a volunteer organization known as the Playgrounds Association was organized in 1909 by the local Council of Women.¹⁴

Municipal pool building in Hamilton seems to have ceased after completion of the Municipal Pool; possibly due first to the Depression and then the War. In 1950 the City's Recreational Council began a program of building outdoor municipal pools. The first was constructed as the Eastwood swimming pool. This was followed a few years with pools at Inch Park, Coronation Park, Parkdale, and Green Acres. With the exception of the Eastwood Pool, the others are still in use today.¹⁵

Although the Municipal Pool was the first indoor pool constructed by the City of Hamilton, earlier indoor pools existed in the city. In 1894 the YMCA had an indoor pool for swimming classes and provided free swimming with funds provided by the City. The City did not build another indoor pool until the 1960s. In 2008 Hamilton had 17 indoor pools of which five pools had the minimum 25 m Olympic standard and 12 pools were 75 feet/25 yards¹⁶

¹² Gordon, *Great Lengths*, p.196-201

¹³ Wikipedia, "James Thompson;" Photocopies of undated newspaper clippings provided by City of Hamilton Planning and Economic Development Department

¹⁴ Bouchier, , "Abandoning Nature," 2011.

¹⁵ Bouchier, "Abandoning Nature," 2011; Monteith Brown Planning Consultants "City of Hamilton, Use, Renovation and Replacement Study for Hamilton Recreation and Public-Use Facilities Final Report" August 25, 2008.

¹⁶ Bouchier, , "Abandoning Nature, 2011; Photocopies of undated newspaper clippings provided by City of Hamilton; Monteith Brown "City of Hamilton, Use, Renovation and Replacement Study" 2008



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

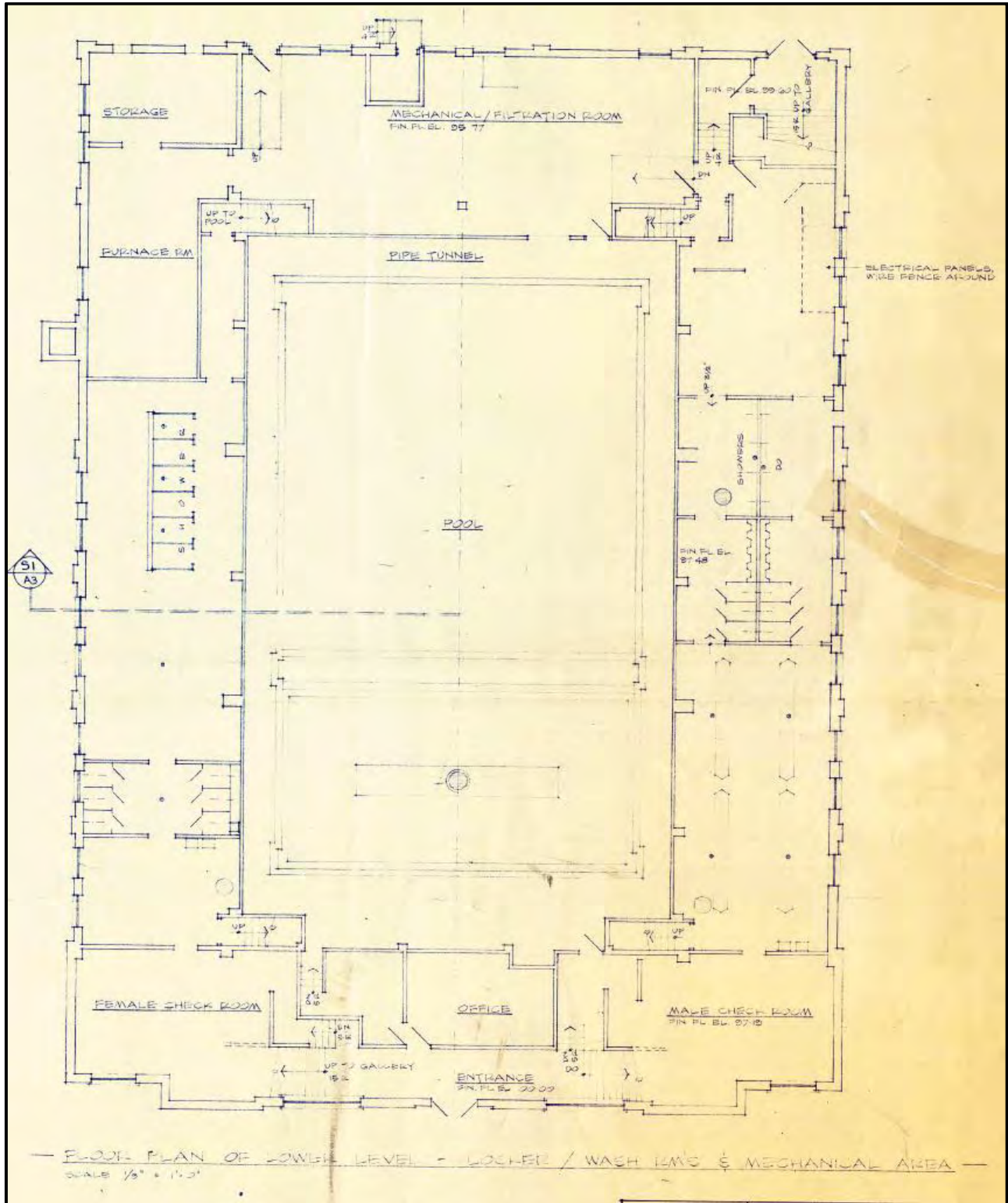


Figure 3: Ground floor showing existing conditions in 1974.



**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**

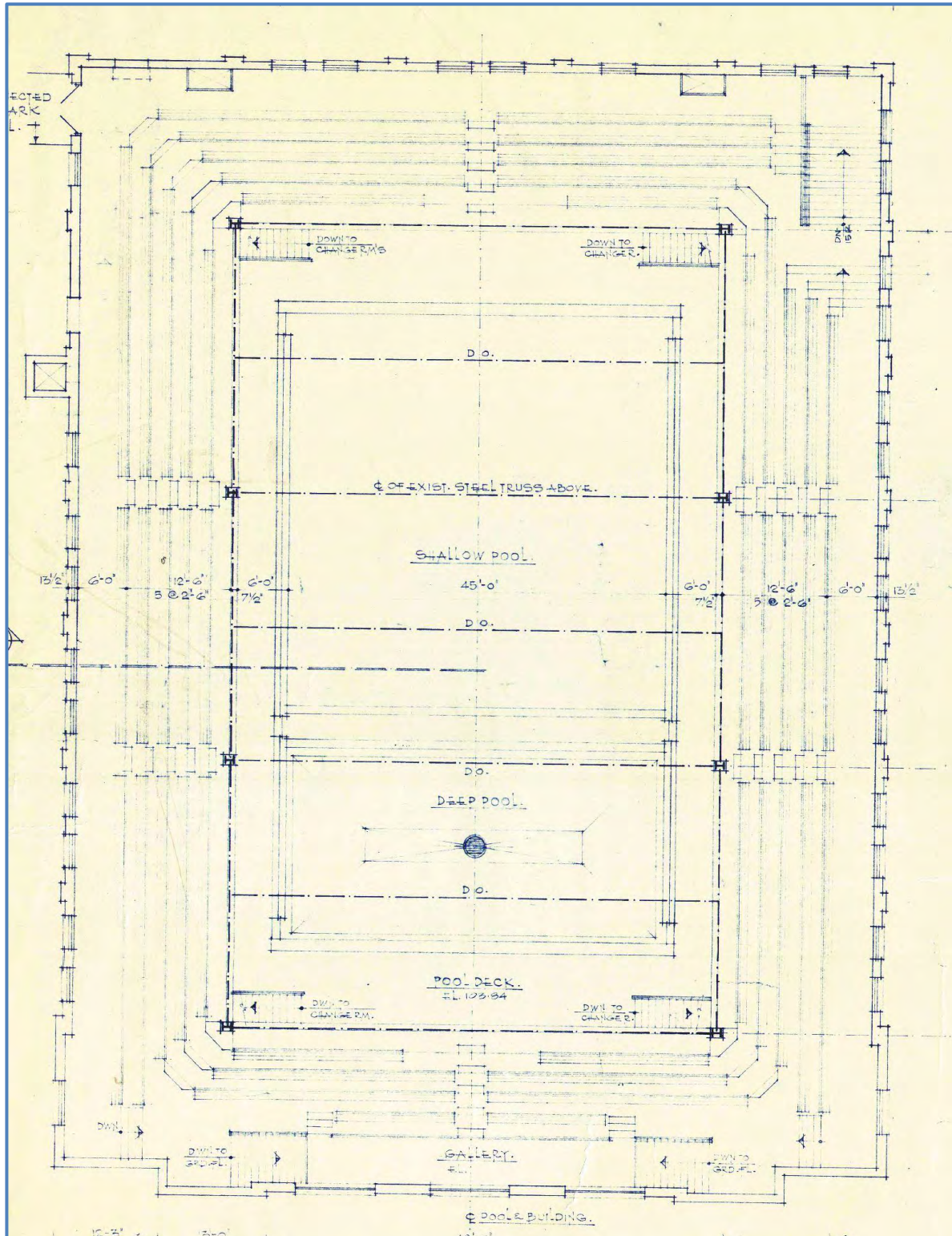


Figure 4: Pool floor showing existing conditions in 1974.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

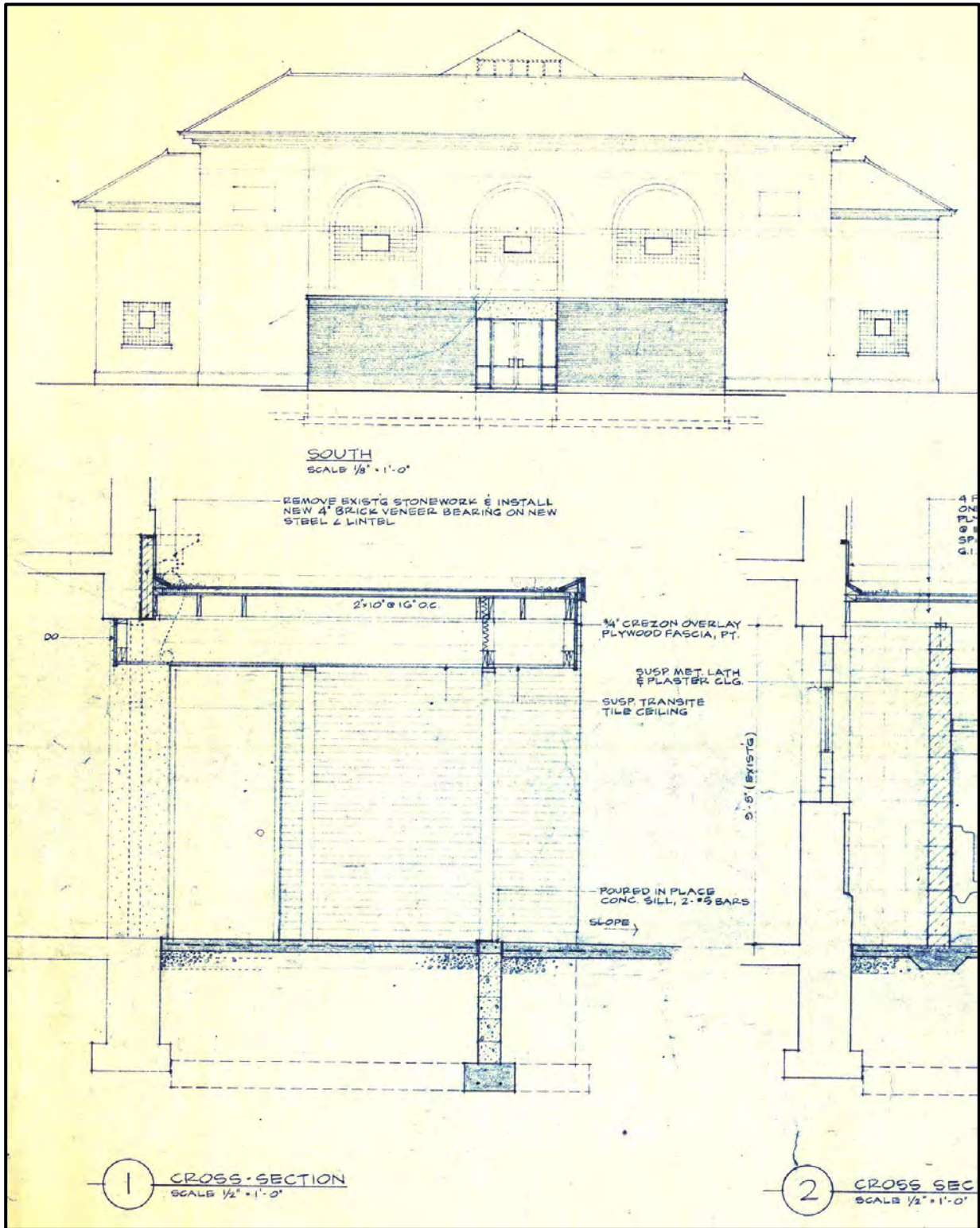


Figure 5: Front (King Street) elevation showing plan for new addition, 1974



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

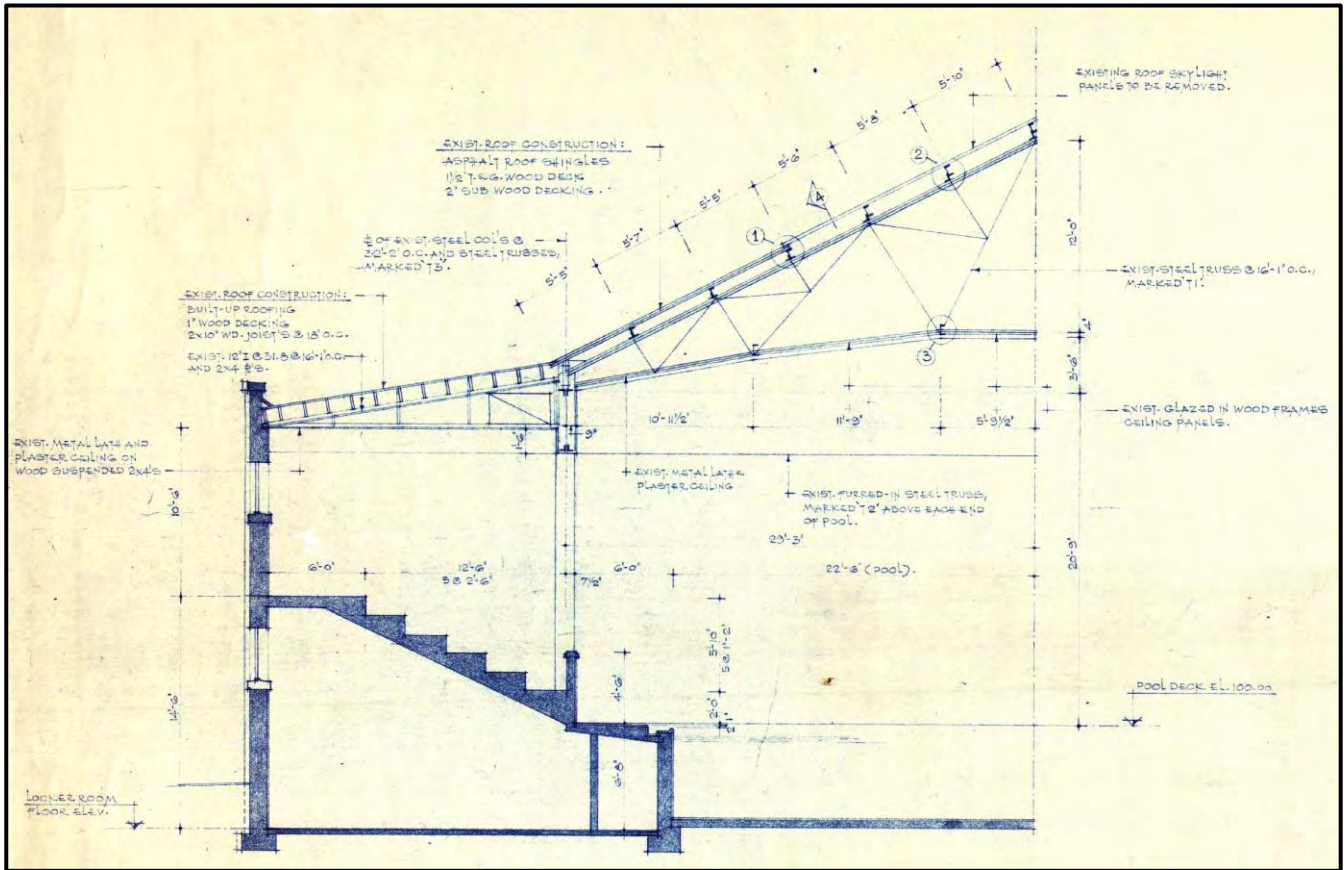


Figure 6: East/West half sectional view through centre of building showing bleachers and skylight roof truss.



3.0 DESCRIPTION OF PROPERTY

3.1 Setting

In the 1920s, Scott Park, or Scott Farm, was a long narrow strip of land bounded by King Street on the south, Balsam Ave on the east, Melrose Ave on the west and Beechwood Ave on the north. This area was the venue for the 1930 British Empire Games. Later, Scott Park was reduced to the land between King Street and Cannon Street. Over time, this smaller park was divided into three lots. The Jimmy Thompson Memorial Pool occupies a small plot on the south east corner of the block. The former Scott Park Secondary School faces onto King Street and occupies about 20 percent of the former park. This immense building was built in 1968 and the mass of the building dwarfs the Memorial Pool. After the school was closed and sold in 2004 it was used for temporary activities but is now vacant. The open space of Scott Park now consists of the west half of the block and, along with a City Arena building and parking lot, occupy about 75 percent of the block (Maps 2, 3, Figures 7-8).

The residential buildings fronting onto King Street and Balsam Ave are contemporary in age and scale to the Memorial Pool. The Jubilee Apartments, for example, has some “Mediterranean” architectural elements and used the same brick as the Memorial Pool (Figure 9).



Figure 7: Scott Park Secondary School rising behind the Memorial Pool with King Street in the foreground.



**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**

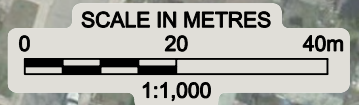


Figure 8: Parking Lot at rear (north side) of Pool with housing on Balsam Street on left



Figure 9: Jubilee Apartments, northwest corner of King Street (right) and Balsam Ave (foreground) the Jimmy Thompson Memorial Pool is just out of the photo on the right

Drawing file: 1311360032-R01001.dwg Aug 22, 2013 - 12:56pm



LEGEND

----- PROPERTY LINE

REFERENCE

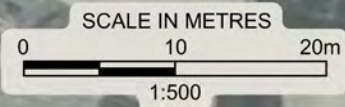
PLAN BASED ON 2010 ORTHOGRAPHIC PHOTOGRAPH BY FIRST BASE SOLUTIONS; AND CANMAP STREETFILES V.2008.

NOTES

THIS DRAWING IS SCHEMATIC ONLY AND IS TO BE READ IN CONJUNCTION WITH ACCOMPANYING TEXT.

ALL LOCATIONS ARE APPROXIMATE ONLY.

PROJECT		JIMMY THOMPSON MEMORIAL POOL HERITAGE ASSESSMENT	
TITLE		SITE PLAN	
PROJECT No.	13-1136-0032	FILE No.	1311360032-R01001
CADD	LMK/DCH Aug. 22/13	SCALE	AS SHOWN REV.
CHECK		MAP 2	
			



LEGEND

----- PROPERTY LINE

REFERENCE

PLAN BASED ON 2010 ORTHOGRAPHIC PHOTOGRAPH BY FIRST BASE SOLUTIONS.

NOTES

THIS DRAWING IS SCHEMATIC ONLY AND IS TO BE READ IN CONJUNCTION WITH ACCOMPANYING TEXT.

ALL LOCATIONS ARE APPROXIMATE ONLY.

PROJECT		JIMMY THOMPSON MEMORIAL POOL HERITAGE ASSESSMENT	
TITLE		BUILDING PLAN	
PROJECT No.	13-1136-0032	FILE No.	1311360032-R01001
CADD	LMK/DCH	Aug. 15/13	SCALE AS SHOWN REV. 0
CHECK			MAP 3





3.2 Exterior

The front façade of the Memorial Pool was designed with Mediterranean or Italian Renaissance Revival architectural details style (Figure 10). The two storey building has a symmetrical façade of three large Romanesque arches. It has a low-pitched, hipped roof with projecting wings clad in red asphalt shingles. A stone (or concrete) band extends across the façade below the cornice in line with the top of the arches. A second band course is located at the springing line of the arches. Between these two band courses are stone (or concrete) plaques at the left and right side of the building. The arches are filled with recessed, decorative brickwork and have stone (or concrete) keystones. Relatively small glass-block windows are located below the arch. The bottoms of the arches have been cut-off with the 1974 addition (Figure 11).

The side wing extensions are slightly recessed from the main façade and are quite plain. They continue the lower band course line and contain glass block windows at the ground level. The brick work continues for a few metres along the east and west facades of the building (Figure 12).

The 1974-75 addition extends about five metres in front of the building (Figure 10). It contains public washrooms. The brick for the addition matches the original 1930 construction. However it has a flat roof and no exterior ornamentation. In addition the new construction blocked in ground floor windows on either side of the original entrance. The floor is terra cotta tile of unknown age. I would assume it is modern to the addition. The original entrance to the building was through an approximately three metre wide opening. No photograph or drawings of the building prior to 1974 were located and it is not clear how the front facade looked prior to the addition.

The side and rear facades show the concrete post and beam construction of the building (Figures 13-14). These structural members are visible and the spaces between them have a brick or block infill. The walls are broken with pilasters between every two windows.

Historically there was an enclosed bridge connection to the Scott Park High School at the northwest corner of the Memorial Pool. Since the Secondary School is now abandoned, the bridge is closed. A large, abandoned brick chimney is located on the west façade (Figure 15). A new emergency exit was completed in 2004 at the rear of the building.

The low pitch roof of the former skylight is visible from rear (north end) end of the building (Figure 14). The former skylight has been re-roofed with metal.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON



Figure 10: Front Facade facing King Street with 1974 addition



Figure 11: Front (south) Facade detail of brickwork on new addition and original building. Note the decorative brick pattern in the arches.



Figure 12: Balsam Street (east) facade showing decorative brick carried around from front



**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**



Figure 13: Balsam Street (east) facade showing common brick, pilasters, and glass block windows



Figure 14: North facade showing hipped roof of skylight, new fire escape extension of right and furnace room chimney



Figure 15: West facade showing brick “bridge” to Scott Park School in rear, behind chimney

3.3 Interior

3.3.1 Overview

Building plans describe the interior as having two floors. This description is somewhat misleading. The “floor” at the pool level is effectively a walkway surrounded by bleachers rising at an angle to the back walls. The street entrance from King Street does not align with either the pool or ground floors. This report identifies three floors; a ground floor, lobby floor, at the level of King Street, and the pool floor – which is in effect a series of levels from the pool deck to the back of the bleachers. A ramp on the ground floor slopes down an additional foot to the mechanical/furnace rooms but this is included as part of the ground floor.

The layout of the building resulted in numerous staircases some are quite short, while others, like that from the lobby to the pool level are long. As well, the ceilings of the lobby and ground floors are variable height due to slope of bleachers.



3.3.2 Lobby Floor

The lobby floor is the street level entrance to the building (Figures 16-17). At either end of the lobby are short staircases down to the ground floor and longer, concrete staircases leading to the pool floor. (Figures 18-19). The staircases are original but the railings appear to be later additions.

The configuration of the two offices was established by 1974 but the style of some of the concrete block partitions suggest that the offices were created possibly in the 1960s (Figure 20). A staircase leads from the west office down to the storage/pipe room on the ground level. The lobby area has been modified by the addition of a new entrance onto King Street in 1974/75 and contains public men's and women's washrooms.

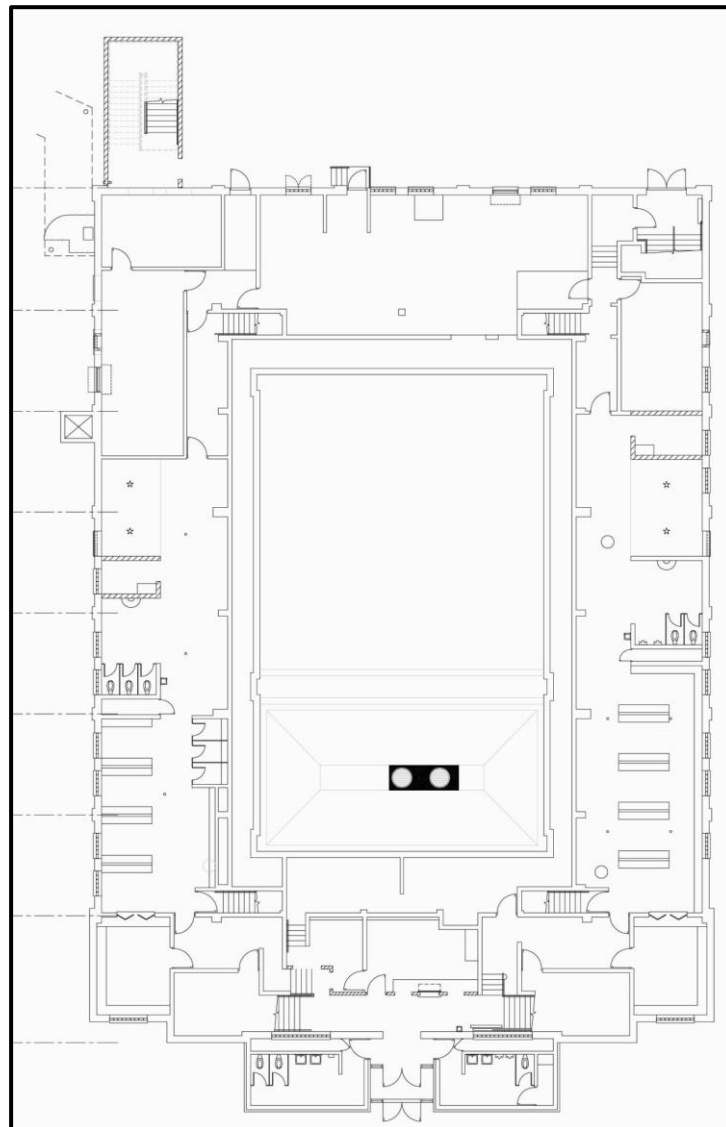


Figure 16: Plan of Ground Floor and Lobby Floor, 2004



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON



Figure 17: "New" addition showing men's washroom. The original front of the building is the wall on the left.

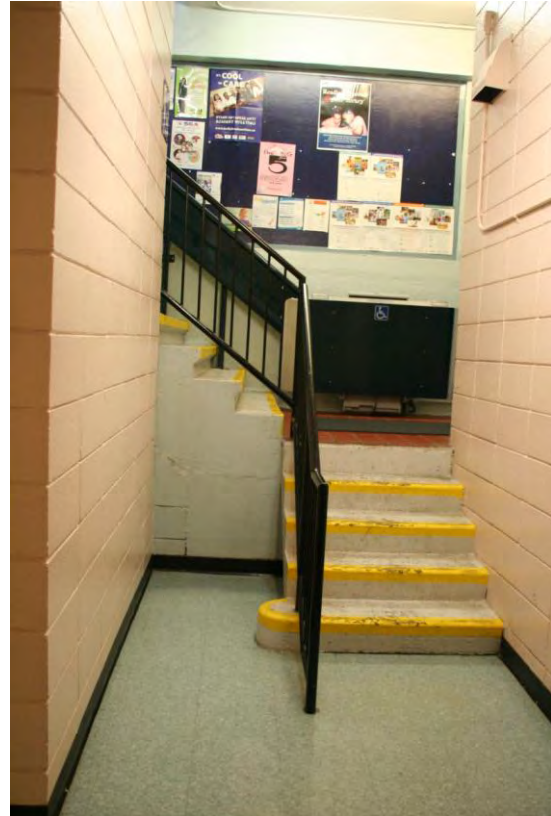


Figure 18: Steps down from lobby floor to ground floor men's changing room. Stairs in rear lead up to pool floor

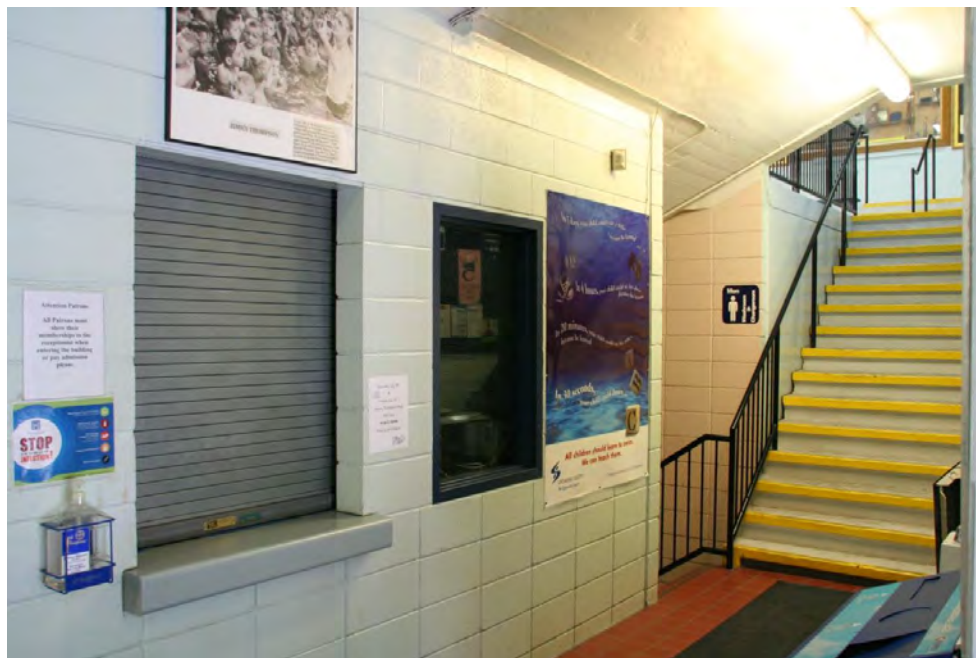


Figure 19: Large office and staircase to pool floor



Figure 20: Large office on east side

3.3.3 Ground Floor

The rooms at the south (front) end of the building were significantly altered in the 1974/75 additions resulting in a number of small rooms with odd corridors. The main changes were dividing up part of the men's and women's change rooms into lifeguard change rooms and clothing check/basket rooms (Figures 21-22).

Apart from these alterations, the men's and women's change rooms appear to occupy the same areas as when the facility was first built. The fixtures have been modernized over time, as one might expect (Figure 23). There are staircases to the pool deck at each end of the change rooms. Today only the staircases at the north (rear) of the change rooms are used.

A storage room/pipe tunnel is located under the pool deck and therefore has a very low ceiling. The room provides access to changing the four pool lights at the south end of the pool (Figure 24). The room contains graffiti with the names of previous pool staff. The earliest dated one and the most eloquently done is the "guard room honour roll 1967" (Figure 25).

Three utility rooms are located at the rear (north) end of the buildings. Part of the former men's change room was converted into an electrical/storage room in 1974/75 revisions (Figure 26). The Mechanical/Filtration room is in its original configuration although all of the equipment appears to have been replaced over time (Figure 27). The mechanical room provided an entrance into the pipe tunnel located around the perimeter of the pool. This tunnel was inaccessible at the time of the site visit. The furnace room is also in its original size but all of the equipment has been modernized (Figure 28).



The main emergency exit was located at the north east end of the floor. A wide staircase came down from the pool floor to exit doors on the north wall. A corridor from the men's change room also connected to this exit. Until the 1974/75 renovations there was no direct emergency exit from the north end of the women's change room. At that time a wall was removed and a short staircase built to reach the furnace room floor. From there, a corridor led to an exit door on the north wall (Figure 29).



Figure 21: Women's lifeguard change rooms. This was created in the 1974 renovations from the basket room. The men's lifeguard room is similar.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON



Figure 22: Men's change room looking south with basket check room behind grill



Figure 23: Men's change room looking north showing slope of pool bleachers in ceiling



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON



Figure 24: Storage room showing one of the pool's light fixtures on the north end of the pool. The marks of the board forms in the concrete are visible.



Figure 25: Storage room under pool deck; swimming pool wall on the right, and "Guard Room Honour Roll 1967" graffiti on left.



Figure 26: Electrical room showing ground-level windows.



Figure 27: Filter room showing ramp down from ground floor. Air ducts at top of photo



**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**



Figure 28: Furnace room containing modern furnaces. The exterior chimney is outside the wall at the furthest furnace.



Figure 29: Wooden steps leading from emergency exit hall to women's change room. This doorway constructed in 1974/75. The wooden steps are the exception within the building.



3.3.4 Pool Floor

Due to the poured concrete construction of the pool floor, the configuration of this room appears to be unaltered from its 1930 construction (Figures 2, 4, 30). There are four ceiling support columns on either side of the pool. There is no remnant of the decorative finish originally used on the columns.

The east and west sides of the pool contain five rows of bleachers divided into three sections by stairs (Figures 31-33). The rear (north) bleachers consisted of five rows divided into two sections by stairs. The front of the building contains four bleachers plus a gallery against the back wall. A judge's booth has been built at a later date on this gallery (Figure 34).

The side and rear walls contain small, glass-block windows. Some of these windows have centres that can be opened. Three larger solid glass block windows are located along the front wall.

A low, white-tiled concrete barrier wall separates the bleachers from the pool deck. Black tiles are used to trace a pattern in the walls (Figure 34). Entrances are located in the four corners of the pool deck.

The pool deck is connected by staircases at the four corners of the pool to the change rooms below (Figure 35). The stairs connect to each end of the respective men's and women's change rooms. Over each staircase a decorative semi-circular platform that extend out from the edge of the columns (Figure 36). Gutters are located along the sides but not the ends of the pool (Figure 37). Pool lights are accessed from pipe tunnels below the pool deck rather than from the deck (Figure 24). The deep end is at south end, in front of the judging booth.

A wide emergency staircase, at the north east side, dates from 1930 and extends down to the ground floor with exit doors on the north wall. An emergency escape was not constructed until 2004 in a new extension built on the northwest side.

Doors to the bridge connecting to the Scott Park Secondary School are located on the west wall at the north end.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

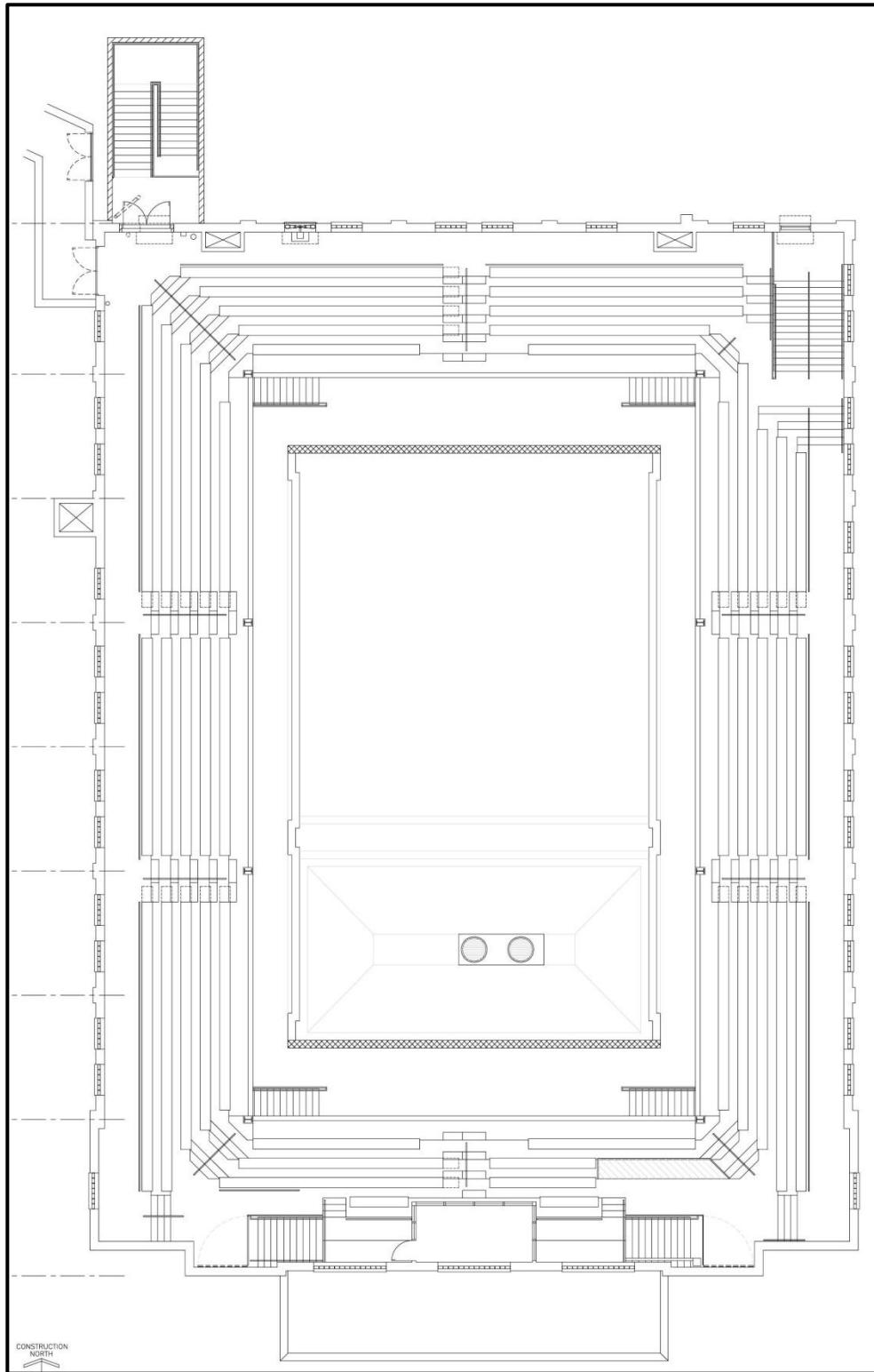


Figure 30: Plan of pool floor 2004



**PRELIMINARY CULTURAL HERITAGE ASSESSMENT
JIMMY THOMPSON MEMORIAL POOL, HAMILTON**



Figure 31: Looking south east to front at King Street and to Balsam Street. Roof columns and judging booth are evident

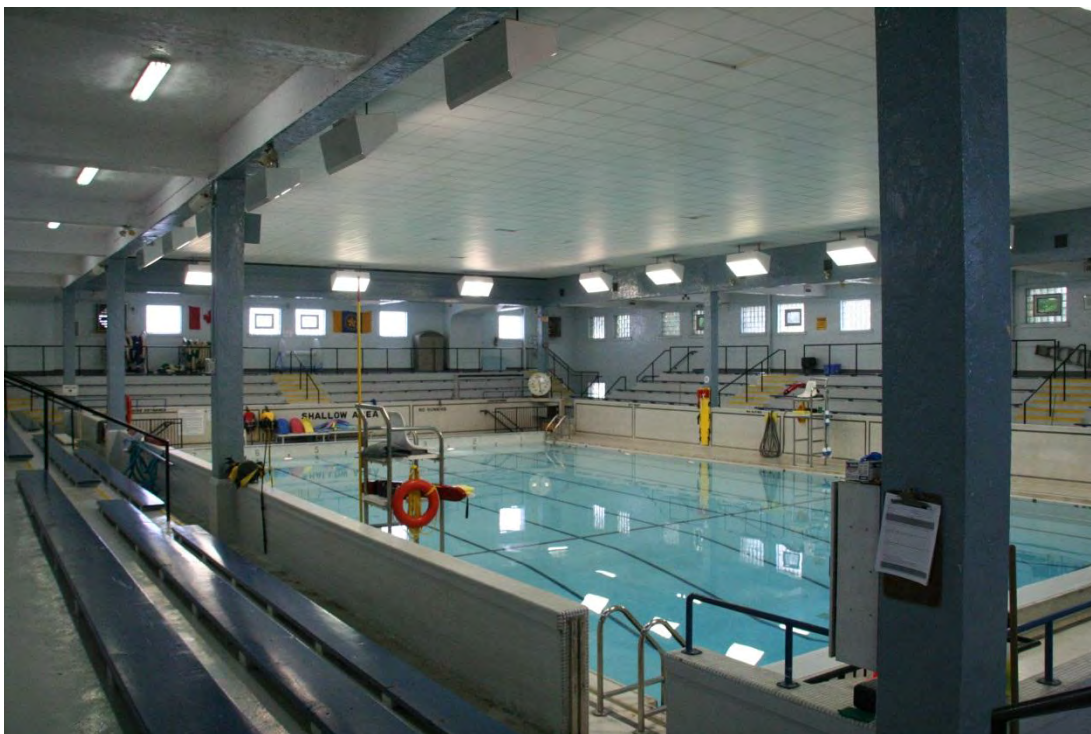


Figure 32: Looking north east to rear parking lot and to Balsam street. Roof columns are evident. The ceiling cover of the former skylight is visible.



Figure 33: Bleachers on west side showing window patterns, roof posts and beams and 2004 emergency escape door

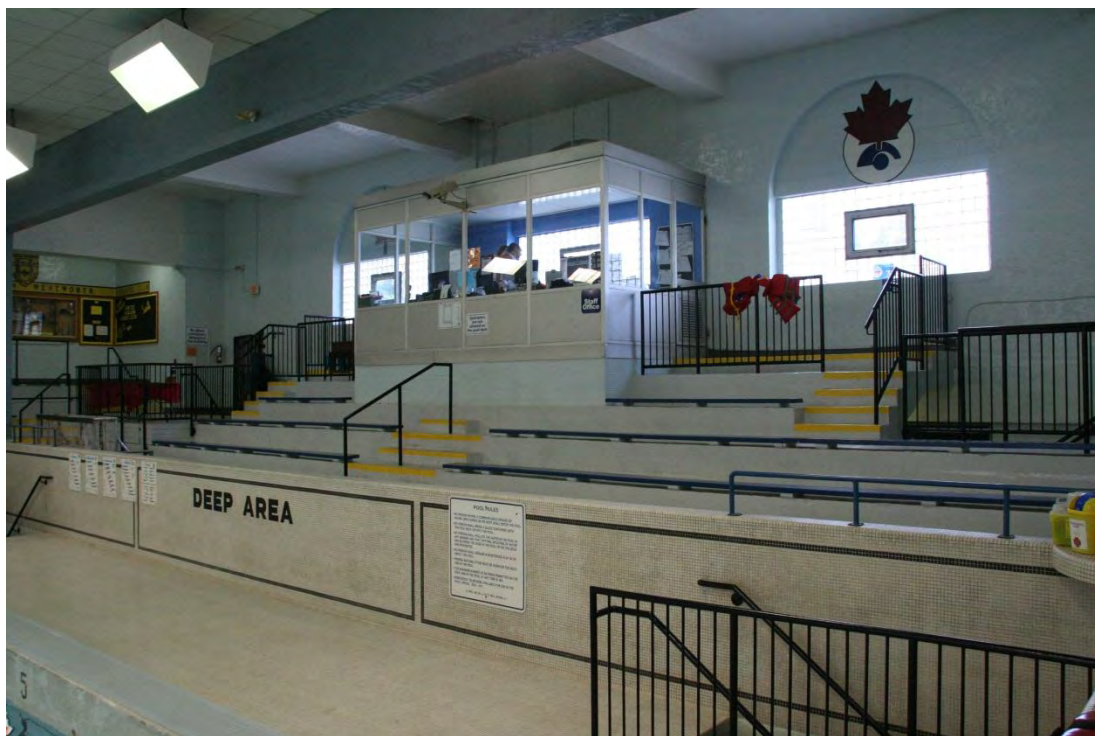


Figure 34: Judging booth and bleachers at south end of pool



Figure 35: Barrier tiles, steps to bleachers, staircase to mains change room (not used) at south east side



Figure 36: Detail of pool barrier wall at end column



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON



Figure 37: Ladder, barrier tiles, gutter, staircase to women's change room at north west side. The letters are painted



4.0 EVALUATION

4.1 Ontario Regulation 9/06

Ontario Regulation 9/06 provides criteria for determining cultural heritage value or interest of a property. If a property meets one or more of the following criteria it may be designated under Section 29 of the *Ontario Heritage Act*. The criteria for determining cultural heritage value or interest according to *Ontario Regulation 9/06* are as follows:

- 1) The property has **design value or physical value** because it:
 - Is a rare, unique, representative or early example of a style, type, expression, material or construction method;
 - Displays a high degree of craftsmanship or artistic merit; or
 - Demonstrates a high degree of technical or scientific achievement.
- 2) The property has **contextual value** because it:
 - Is important in defining, maintaining or supporting the character of an area;
 - Is physically, functionally, visually or historically linked to its surroundings; or
 - Is a landmark.
- 3) The property has **historic value or associative value** because it:
 - Has direct associations with a theme, event, belief, person, activity, organization, or institution that is significant to a community;
 - Yields, or has the potential to yield information that contributes to an understanding of a community or culture; or
 - Demonstrates or reflects the work or ideas of an architect, artist, builder, designer, or theorist who is significant to a community.

4.2 Cultural Heritage Value

4.2.1 Assessment Limits

This cultural heritage assessment of the Jimmy Thompson Memorial Pool was unable to comment on three potential design characteristics of the building:



- The pool skylight is inaccessible although the profile of the roof can be observed from the outside. Figure 6 indicates that the glazing has been removed but that the trusses still remain.
- No comparable research was done on the design of the pipe tunnels that wrap around the pool tank. It could not be determined if this was typical or exceptional design practice for the 1920s.
- More research could be undertaken to determine if the Jimmy Thompson Memorial Pool was typical or atypical of municipal pool design in Ontario in the 1920s and 1930s. Information about surviving indoor, competitive swimming pool facilities from this era could influence the validity of the contextual value and/or the historical/associative of the facility.

4.2.2 Design/Physical Value

Although modifications made over time for ground floor, the pool level is largely unchanged from when it was built in 1930. The skylight trusses may, or may not, have design value; they were not visible during the site assessment.

4.2.3 Contextual Value

The Mediterranean architectural elements of the front facade and the building's massing fit into the neighbourhood setting. However, the building is visually dominated by the adjacent Scott Park Secondary School building.

4.2.4 Historic/Associative Value

The pool was built in conjunction with, and used by the first, 1930, British Empire Games (Now Commonwealth Games). The Jimmy Thompson Memorial Pool is the only surviving structure from this event.

The Canadian, James (Jimmy) Thompson won the gold medal at the British Empire Games in Hamilton for the 4 X 400 yard freestyle relay event held in the Memorial Pool.

The Jimmy Thompson Memorial Pool was the first municipal pool built by City of Hamilton. The demand for public pools was stimulated by the declining water quality of Hamilton Bay.

The design of the pool may, or may not, have historic value but no comparable sites were assessed in this report. The use of pool tunnels to service the pool, the commonness of large roof skylights, and the number and size of comparable pools built in the early 20th century in Ontario would affect its historic value.



4.3 Statement of Cultural Heritage Value

The Jimmy Thompson Memorial Pool is the only remaining structure from the 1930 British Empire Games. The building was the first municipal pool built by the City of Hamilton and opened in the year that the city assumed responsibility for the operation of municipal recreational facilities. The bleachers, barrier walls, tiling, and the various tiers of the swimming pool floor create a distinctive character of a purpose-built competitive-event swimming pool. The extensive use of poured concrete has produced a very functional interior finish to the building. The Mediterranean style front facade has been partially obscured by the 1974 addition but the upper level of windows and hipped, low-pitch roofs are distinctive elements of the building.

4.4 Heritage Attributes

The primary exterior heritage attributes of the building are:

- Low-pitch, hip roofs of the front (south) façade
- Romanesque Arches on the front façade
- Band courses of stone and decorative red brick on the front façade
- Large brick chimney on the west façade
- Glass block windows (if original to the 1930s)

The primary interior heritage attributes of the building are:

- Skylight trusses (if surviving)
- Concrete bleachers
- Pool staircases from change rooms
- Tiled pool barrier wall
- Pipe tunnels and pool lighting system (to confirm)
- Graffiti in the ground floor storage room

4.5 Assessment

The property is located within the City of Hamilton's Stadium Precinct Area, which is undergoing a Neighbourhood Strategy for revitalization in conjunction with construction of a new Stadium for the 2015 Pan American Games.



PRELIMINARY CULTURAL HERITAGE ASSESSMENT JIMMY THOMPSON MEMORIAL POOL, HAMILTON

Hamilton City Council is proposing to have a Memorandum of Agreement with the Hamilton Wentworth District School board to jointly develop a school and community centre within the Precinct. This proposed development would be located on the site of the existing Jimmy Thompson Memorial Pool. This would require demolition of the Memorial Pool or integration of some, or all of the facility into the proposed development.

This Cultural Heritage Assessment Report has identified that the property has cultural heritage value or interest due to its physical design, its setting within the community and its historic association with events in the development of public recreation facilities within the City of Hamilton.

The physical design of the interior of the Jimmy Thompson Memorial Pool is completely influenced by the functional requirements of operating a public swimming pool. The ways in which the design expresses the 1920s ideas of how a swimming pool should operate is the building's most important cultural heritage value. The architectural detailing of the front (south) façade is distinctive but has been compromised by the 1974 addition.

Any future proposals for the building should take into account the importance of the pool floor. If the building cannot be maintained as a public swimming pool, alternatives to physical conservation of the entire structure should be considered to commemorate its cultural significance in the evolution of the City's recreational facilities.



5.0 SOURCES

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- "The YMCA of Greater Toronto History" <http://www.ymcagta.org/en/who-we-are/history.html> (Access July 25, 2013)



6.0 CLOSURE

We trust that this report meets your current needs. If you have any questions, or if we may be of further assistance, please contact the undersigned.

GOLDER ASSOCIATES LTD.

ORIGINAL SIGNED

Michael Greguol, M.A.
Junior Cultural Heritage Specialist

MG/CAA/slc

ORIGINAL SIGNED

Christopher Andreae, Ph.D., CAHP
Associate, Senior Built Heritage Specialist

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APPENDIX A

Statement of Qualifications: Christopher Andreae



Education

PhD Geography,
University of Western
Ontario, London, Ontario,
2006

Masters of Social Sciences
Industrial Archaeology,
University of Birmingham,
Birmingham, England, 1992

Masters of Museum
Studies, University of
Toronto, Toronto, Ontario,
1981

Certifications

Licensed Consulting
Archaeologist - Ontario
Ministry of Tourism &
Culture

Golder Associates Ltd. – London

Employment History

Golder Associates Ltd. – London, Ontario

Associate, Senior Built Heritage Specialist (2009 to Present)

Christopher is an Associate and Senior Built Heritage Specialist who provides heritage assessments and industrial archaeology assessments of resources that may impact engineering work. He has worked on a wide range of heritage and industrial studies. From 1981 until joining Golder Associates Ltd. in 2009, Christopher operated his own heritage planning company. Dr Andreae has a PhD in Geography (University of Western Ontario, 2006) and he has written widely on historic industrial and transportation themes including a major work, Lines of Country; An Atlas of Railway and Waterway History in Canada (1997). He is a past-president of the Society for Industrial Archaeology, a past director of the Ontario Historical Society and a founding member of the Canadian Association of Heritage Professionals (CAHP), and its president in 1988-9.

Historica Research Limited – London, Ontario

President (1980 to 2009)

PROJECT EXPERIENCE – HAMILTON SPECIFIC

Crooks Hollow
Spencer Creek,
Crooks Hollow, Ontario,
2011-2012

Heritage Impact Assessment of the Crooks Hollow Dam as part of an Environmental Assessment. Recommendations were made to mitigate the adverse impacts associated with removal of the dam. Both the removal of the dam and restoration of Spencer Creek was monitored.

Rheem Factory
Hamilton, Ontario, 2011

Photographic documentation of the Rheem Factory building prior to demolition. Report included detailed site description, historical summary and documentation.

**Hamilton Museum of
Steam & Technology**
Hamilton, Ontario, 2004,
2004, 1997

Prepare a cultural landscape assessment of the impact on the museum landscape of a new controlled access highway interchange on the QEW. Archaeological monitoring of rehabilitation of distribution mains on the museum property. Archaeological testing of the 1859 pumphouse and associated buildings

Red Hill Creek Parkway
Hamilton, Ontario, 1997,
1994, 1989

Assessment of built heritage of the proposed Red Hill Creek Parkway in Hamilton. Heritage review of historic archaeological resources in right-of-way for the Red Hill Creek Expressway.

**Dundas Limestone
Crushing Plant**
Hamilton, Ontario, 1988

Evaluate historic significance of limestone crushing plant at Dundas as part of study to determine feasible reuse of structure.

**Wentworth Heritage
Village**
Hamilton, Ontario, 1987

Assessment of collections and conservation requirements and preparation of recommendations to upgrade facility.



PROJECT EXPERIENCE – ARCHITECTURAL ASSESSMENTS

- Mattamy Homes Corp**
Brampton and Milton
Ontario, 2012
Heritage assessment and landscape analysis of four 19th century residential sites in advance of site development. Detailed site assessment of residential structures included interior and exterior architectural description, analysis, evaluation and recommendations pertaining to development plans.
- Hamilton Psychiatric Hospital**
Hamilton, Ontario, 2012
Heritage Impact Assessment of redevelopment area of the hospital grounds.
- Ottawa OLRT**
Ottawa Ontario, 2011
Assessment of built heritage and planning policies along the above ground and tunnelled sections of the Ottawa Light Rail Transit corridor.
- Highway 400 Widening**
MTO, 2011
Architectural assessment of a 1921 house in location of proposed exit ramp in Town of Bradford West Gwillumbury,

PROJECT EXPERIENCE – HERITAGE PLANNING

- Ottawa OLRT**
Ottawa Ontario 2011
Assessment of municipal planning policies pertaining to the heritage impact of the proposed Ottawa Light Rail Transit corridor.
- Port Hope Pier**
Port Hope, Ontario, 2009
Research historic land use for re-development of warehouses on pier in Port Hope Harbour.
- Southwest London Area Plan**
London, Ontario, 2009
Built heritage assessment of the Southwest London Area Plan to guide the development of the Area Plan.
- Oil Springs - Cultural Resources Inventory**
Lambton County,
Ontario, 2008 - 2009
Inventory and analysis of features and landscapes of the Fairbank Oil Property, the oldest operating oil field in North America to establish boundaries and management policies for a proposed Heritage Conservation District set out by Part V of the Ontario Heritage Act.

PROJECT EXPERIENCE – CULTURAL LANDSCAPES

- Aggregate Quarry,**
Region of Waterloo,
2010
Policy review of heritage impact of proposed license for aggregate extraction operation; prepare impact assessment of proposed property.
- Trent Canal**
Peterborough, 2010
Preliminary evaluation of impacts of a proposed hydro development on the cultural landscape adjacent to Locks 24/25 on the Trent Canal. (2010) Review and assessment of Parks Canada cultural heritage landscape assessment of a proposed hydro development adjacent to Parks Canada property.
- Inglewood Quarry**
Caledon, Ontario, 2007
Cultural landscape assessment of former brick-shale quarry at Inglewood.
- Hamilton Museum of Steam and Technology**
Hamilton, Ontario, 2004
Prepare a cultural landscape assessment of the impact on the museum landscape of a new controlled access highway interchange on the QEW.

PROFESSIONAL AFFILIATIONS

- Canadian Association of Professional Heritage Consultants, Toronto
- Society for Industrial Archeology, Houghton, Michigan

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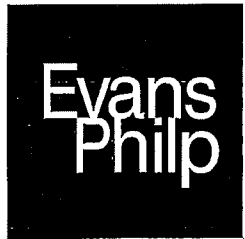
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Evans, Philp LLP
Barristers
and Solicitors
Since 1919

April 30, 2013

HAND DELIVERED

City of Hamilton
Legal Services Division
21 King Street West, 12th Floor
Hamilton, ON L8P 4W7

Attention: Don Fisher, Assistant City Solicitor

Dear Mr. Fisher:

Re: Hamilton-Wentworth District School Board ("HWDSB") acquisition from 1739061
Ontario Inc. (the "Owner") of 1055 King Street East, Hamilton (the "Lands")
Our File No. 3334-2053

We are pleased to confirm that at yesterday's meeting of the whole board of trustees, the attached memorandum of agreement was accepted and executed by HWDSB. As such, the condition in section 8.11 has been satisfied and is hereby waived.

There are a number of critical immediate next steps which require further discussion. We ask that you kindly keep us informed of the City's decisions to contribute additional funds towards this joint project. Our client has also given instructions to proceed with an expropriation of the relevant lands at 1055 King Street East; this process has been initiated today.

Concurrently, we are preparing the first draft of a Joint Development and Construction Agreement, as contemplated under the memorandum of agreement. This document will guide and govern the City and HWDSB on the material aspects of project structure, design and construction.

Thank you for your continued cooperation.

Yours very truly

A handwritten signature in black ink, appearing to read "Mark R. Ciavedoni".

Mark R. Ciavedoni

MRG/ar

Attachment

cc. Paul Johnson, Director, Neighbourhood Development Strategies, City of Hamilton
Chris Murray, City Manager, City of Hamilton
John Malloy, Direct of Education, HWDSB
Daniel Del Bianco, Senior Facilities Officer, Facilities Management, HWDSB
Ellen Warling, Manager, Accommodation & Planning, HWDSB

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated the day of March, 2013.

BETWEEN:

HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
("HWDSB")

OF THE FIRST PART,

-and-

CITY OF HAMILTON
("City")

OF THE SECOND PART,

WHEREAS HWDSB and the City jointly intend to establish an educational/recreational/community precinct in the city block bounded by King Street East, Balsam Avenue North, Cannon Street East and Melrose Avenue North (the "Precinct");

AND WHEREAS the Precinct will replace existing buildings and facilities on the Precinct lands and shall contain a secondary school (the "School"), a recreation complex including a public swimming pool (the "Pool"), parking, greenspace/sportsfields and other site works (the "Project");

AND WHEREAS the parties seek to confirm their respective agreement and commitment to the Project under this memorandum (the "MOA");

NOW THEREFORE the parties hereto have entered into this Memorandum of Agreement to document the agreement, for true value, as understood between the parties relating to the establishment, management, design, development, construction and operation of the Precinct and the Project.

ARTICLE I
INTERPRETATION

1.1 Definitions

Where used in this MOA, the following terms have the following meanings:

- (a) "Act" shall mean the *Education Act* R.S.O. 1990, c. E.2, as amended from time to time, inclusive of all regulations enacted pursuant thereto;
- (b) "Cap" shall refer to the funding and budgetary cap of either party for the Project as identified in section 4.4 below;

- (c) "Completion Date" shall mean the latest date upon which the Project and specifically the School is completed, namely July 15, 2016;
- (d) "Existing Facilities" means those buildings, equipment, facilities, utilities and property of the City existing on the Precinct Lands as of the date of this MOA;
- (e) "Existing School" means the land and building located on the School Lands;
- (f) "Joint Development and Construction Agreement" means that certain document to be entered into between the parties to govern the development, design, cost sharing and construction of the Project;
- (g) "Joint Facility" shall mean that certain building and structure to be jointly funded and occupied by the parties to be located on the Precinct as part of the Project containing the School, the Pool, gymnasium, multipurpose rooms and other amenities or services as agreed by the parties;
- (h) "Joint Operations Agreement" means that certain agreement to be entered into by the parties to govern the Operation of the Joint Facility component and other aspects of the use of Precinct structures;
- (i) "Joint Steering Committee" has the meaning given the term in section 2.5 below;
- (j) "MOA" means this Memorandum of Agreement together with all schedules and/or appendices attached hereto;
- (k) "Pool" has the meaning given the term in recital two above;
- (l) "Prime Consultant" means the architect or design consultant contracted with HWDSB in respect of the Project;
- (m) "Project" has the meaning given the term in recital two above;
- (n) "Project Manager" shall be the project manager for the Project in accordance with section 4.1 and has been identified as MHPM Project Managers Incorporated.
- (o) "Precinct" has the meaning given the term in recital one above;
- (p) "Precinct Lands" means the lands of the Precinct described as Part of Lot 7, Concession 2, former Township of Barton, now City of Hamilton, shown as Parts 1 – 8 on Reference Plan 62R-19135, attached as Schedule "A" hereto;
- (q) "School" has the meaning given the term in recital two above and includes a gymnasium;

- (r) "School Lands" means the lands described as Part of Lot 7, Concession 2, former Township of Barton, now City of Hamilton shown as Parts 5, 6, 7 and 8 on Plan 62R-19135 upon which the existing School is located;

ARTICLE II PROJECT GOVERNANCE

2.1 Guiding Principles

The parties agree to proceed with the Project and adhere to this MOA in accordance with the following guiding principles:

- a) Acknowledgement of the paramount importance of timing and scheduling of the Project to achieve the parties' goals, funding commitments and other objectives, specifically the Completion Date;
- b) Realization of capital and operating cost savings through reduced space and service requirements by the sharing of infrastructure services which will result in reduced cost to each party compared to each party operating a separate facility;
- c) Improvement of program delivery through the sharing and integration of services and location;
- d) Improved access to services or programs by the general public and by students of HWDSB at a reduced overall capital cost;
- e) Operation of the Precinct as a common place for public access to education, recreation and community services; and,
- f) Recognition to the extent possible of the autonomy, rights and obligations of each of the parties to their respective stakeholders in accordance with their respective statutory mandates.

2.2 Project Schedule

Notwithstanding that the Joint Steering Committee shall have authority for the oversight and general direction of the Project through the various phases of design, construction and operation, the parties recognize that various teams from each of the parties shall be responsible during the design and construction phase and subsequently the operations phase to advise and inform the Joint Steering Committee, and ultimately HWDSB as construction agent for the Project, of various matters and issues requiring decision and action. The composition of each of these teams will be confirmed by the parties under a Joint Development and Construction Agreement and a Joint Operations Agreement and as initially contemplated under Schedule "B" hereto.

The parties acknowledge the importance of commencing and completing the Project in accordance with the draft schedule attached at Schedule "C" hereto in order to ensure a substantial performance date of July 15, 2016. The parties agree to cooperate in good faith in all aspects of the Project, including obtaining required municipal and governmental approvals, in a manner that is consistent with the attached Project schedule. There shall be a means for decisions to be made by one party if the other party or its representatives do not attend duly called meetings in respect of the Project.

The parties agree to assess and develop a strategy to minimize costs and schedule delays as a result of construction shut down during the Pan AM Games. This will be documented under the Joint Development and Construction Agreement.

2.3 Legal Agreements Required

The parties agree that they shall endeavor to agree upon and sign a Joint Development and Construction Agreement, Joint Operations Agreement, and a reciprocal Licence or Lease Agreement as may be required. The parties agree that any existing agreement between the parties governing reciprocal use of facilities shall not apply to this Project and that the legal agreements noted above shall so govern.

2.4 Project Governance by Joint Steering Committee

The parties agree that the Joint Development and Construction Agreement shall provide for the appointment of a Joint Steering Committee. The initial participants on the Joint Steering Committee are shown on Schedule "B". HWDSB shall be entitled to have no less than two (2) and no more than four (4) representatives on the Joint Steering Committee and the City shall have four (4) representatives on the Joint Steering Committee. The Project Manager and the Prime Consultant for the Project shall sit on the Joint Steering Committee but shall not be entitled to a vote. The Project Manager shall chair the meetings. The Joint Steering Committee shall govern itself in accordance with terms and conditions of this Agreement and the Joint Development and Construction Agreement as applicable. Quorum for meetings of the Joint Steering Committee shall consist of not less than two (2) of each of the representatives of HWDSB and the City. Decisions of the Joint Steering Committee shall require the approval of the majority of the Joint Steering Committee in attendance at a duly called meeting. The Joint Steering Committee shall be constituted and hold its initial meeting on or before April 16, 2013. Subsequent meetings shall be held quarterly or, at the discretion of the Project Manager or one of the parties hereto, more frequently.

2.5 Construction Phase

The parties shall work expeditiously towards a Joint Development and Construction Agreement which shall govern the design and construction phase of the Project, particularly with respect to any Joint Facility to be constructed in the Precinct under this MOA. The details of the design and construction phase shall be governed by the MOA and the Joint Development and Construction Agreement with the latter agreement prevailing in the case of conflict.

2.6 Funding

- (a) Subject to paragraph (b) below, funding for the Precinct and the Project shall be in accordance with this MOA and the Joint Development and Construction Agreement. As a general matter, the parties agree that funding and financing obligations of the parties shall be in proportion to each party's percentage ownership or exclusive use of the Joint Facility in question, which shall be determined under the Joint Development and Construction Agreement.
- (b) The City shall contribute no less than \$1,200,000.00 and no more than \$17,000,000.00 towards the Project. The City hereby covenants and agrees to confirm the amount of its funding commitment to the Project, and to so advise HWDSB, by no later than July 31, 2013.

2.7 Payment

The parties acknowledge that HWDSB shall act as design and construction agent for the design and construction of the Joint Facility in accordance with this MOA and the Joint Development and Construction Agreement. HWDSB shall open and maintain during the construction of the Project, a bank account at a major Canadian chartered bank and to which all sums to be paid by the City and/or HWDSB pursuant to the Joint Development and Construction Agreement shall be deposited, which sums shall be deposited by the City and/or HWDSB within ten (10) business days of being required to do so, pursuant to the Joint Development and Construction Agreement. For greater certainty, the Joint Development and Construction Agreement shall contain a cost schedule and form of draw certificate to govern the timing and payment of funds. If amounts are payable and due to any third party and the City has not contributed its proportionate share of the draw or funds to HWDSB within the specified time, HWDSB may make full payment and charge the City the amount of the City's payment plus an administration fee of 5 per cent (5%).

The parties shall agree in advance on the form of draw certificate and construction contract in respect of the Project. The City shall reimburse HWDSB for design fees incurred in accordance with the provisions of the Joint Development and Construction Agreement.

2.8 Section 183 of the Act Paramount

The parties acknowledge that at all times the Project and the documentation relating thereto and as contemplated hereunder must be consistent and compliant with section 183 of the Act.

ARTICLE III REAL PROPERTY INTERESTS & OWNERSHIP

3.1 Existing Facilities

The parties acknowledge that the City is the owner of the Existing Facilities located on the Recreation Lands. The Existing Facilities are comprised of three (3) baseball diamonds, a parking facility, the Jimmy Thompson Pool Facility and the Scott Park Arena.

3.2 Existing School

The parties acknowledge that the existing School and the School Lands is neither owned by HWDSB nor the City as of the date of this MOA. As a condition precedent to the commencement of the Project, HWDSB must acquire the School Lands at its sole cost.

3.3 Ownership of Precinct Lands

The parties agree to confirm the ownership of the Precinct Lands, or any part thereof, within forty-five (45) days of HWDSB's acquisition of the School Lands. The parties may negotiate other forms of tenure which may better address the needs of the Project, including any conveyances to support the Joint Facility.

3.4 Options and Licences

The parties acknowledge and agree that the Project will require a degree of reciprocal access between the parties and their respective stakeholders over the Joint Facility and the balance of the Precinct Lands. To that end, the parties shall consider a number of options, licences or other legal tenure to be granted to the other in respect of required access rights or ownership interests consistent with the objectives of the Project. Ownership, maintenance and access over the common areas shall be governed by the Joint Operations Agreement or such other licence as may be required.

ARTICLE IV DESIGN & CONSTRUCTION

4.1 Joint Construction Team

The Joint Development and Construction Agreement will address the creation of a Joint Construction Team which shall be comprised of those individuals occupying the positions identified in Schedule "B". The Joint Construction Team shall be responsible for the design and construction of the Joint Facility and a quorum for meetings shall consist of not less than one half of the representatives for each of the City and HWDSB. Decisions of the Joint Construction Team shall require the approval of the majority of the members of the Joint Construction Team in attendance at a duly called meeting.

As the Joint Facility will be designed and constructed by tender by HWDSB in accordance with CCDC standards and HWDSB's form of supplementary general conditions, the Project Manager for the Project shall be selected by HWDSB. The Joint Construction Team shall provide oversight and assist the Project Manager during the design and construction of the Project. The Project Manager shall obtain the approval of the Joint Construction Team prior to making design changes or issuing change orders to the contractor on behalf of either the HWDSB or the City, all in accordance with the Joint Development and Construction Agreement. In order to maintain the Project schedule, the parties agree that if any party fails to make a decision or withholds its approval or consent for a period in excess of 5 calendar days, the other party and its

representatives on the Joint Construction Team shall be deemed to have full capacity, quorum and authority to proceed as though the other party had consented to the action.

4.2 Cost Sharing

The matter of cost sharing shall be set out in the Joint Development and Construction Agreement as guided by section 2.6 above. Change orders relating to a party's exclusive use area in the Project or Joint Facility shall be at that party's sole expense; change orders to common areas shall be shared in proportion to the party's cost sharing formula.

4.3 Design and Construction Guidelines

The present Project requirements for the Joint Facility shall be discussed by the parties and approved no later than May 30, 2013. The parties may form a joint design/user group with no minimum number of members or representatives of each party. The Project Manager and Prime Consultant shall be members of this group. Additional details shall be included in the Joint Development and Construction Agreement.

The parties agree that the Joint Facility may be constructed to a LEED Silver standard but shall not be registered as such. The parties confirm their joint intention to define the proposed Joint Facility as a flagship school and recreation centre in the City of Hamilton and the design shall reflect this.

4.4 Design Adjustments

The parties acknowledge that they each have total funding and budgetary caps (each of which is hereinafter referred to as a "Cap") for the Project. As of the date of this MOA, the HWDSB has a Cap of \$31.8 million, excluding demolition costs of the Existing School and costs to acquire the School Lands. As set out in 2.6 above, the City's Cap has yet to be determined but the anticipation of the Parties in this regard is that, if approved, it will be approximately \$17 million. If the costs for the construction of the Joint Facility and the Project exceed or are likely to exceed a party's Cap, the parties shall modify the design of the Joint Facility so that the aggregate costs do not exceed the Cap. For greater certainty, the Cap for each party shall include all hard and soft costs relating to the Project, including, without limitation, any development, permit, planning, rezoning, and other related costs, fees, charges and penalties.

4.5 Procurement

The parties acknowledge and agree that procurement for services or goods in respect of the Project shall be conducted by HWDSB in accordance with the standards and policies established by HWDSB but in no event less than those requirements mandated by the Broader Public Sector Procurement Directive/Guideline. It is acknowledged by HWDSB that this procurement may be subject to any province-wide trade collective agreement to which the City is signatory or otherwise bound at the time of the said procurement.

ARTICLE V OPERATIONS

5.1 Joint Operations Team

The Joint Operations Agreement will constitute a Joint Operations Team. All on-going operational matters following the Occupancy Date shall be the responsibility of the Joint Operations Team. Each party shall have equal representation on the Joint Operations Team in accordance with the Joint Operations Agreement. The Joint Operations Team shall be comprised of those individuals occupying the positions identified in Schedule "B". Quorum for the meetings for the Joint Operations Team shall consist of not less than one half of the representatives for each of HWDSB and the City and decisions of the Joint Operations Team shall require the approval of the majority of the members of the Joint Operations Team in attendance at a duly called meeting.

It will be the responsibility of the Joint Operations Team to meet in accordance with the provisions of the Joint Operations Agreement and to ensure that the operation of the Joint Facility operates in the manner set out in the Joint Operations Agreement.

5.2 Common Operational Issues

Operating issues for the Joint Facility shall be the responsibility of the Joint Operations Team and shall include, without limitation, the following:

- a) Security for the Joint Facility including monitoring and response to intrusion or fire;
- b) Exterior door and window glass breakage and repair;
- c) Implementation of procedures involving utility interruptions, including decisions of closing and re-opening the Joint Facility, back-up power, coordinating information regarding planned utility servicing;
- d) Training, use and maintenance of common equipment;
- e) Emergency response procedures and expectations;
- f) Maintenance and cleaning for the Joint Facility;
- g) Control, inventory and distribution of keys or electronic access devices;
- h) Operation and maintenance of utility systems including, without limitation, mechanical, electrical and water systems;
- i) Shut down periods for maintenance;
- j) Facility Audit, inspection and testing;

- k) Snow removal and grounds maintenance;
- l) Joint record keeping;
- m) Cost sharing for capital reinvestment and life cycle costs for major equipment shared by the parties;
- n) Integrated risk management, if warranted;
- o) Hours of operation, use and access by each of the parties in respect of the exclusive use areas under the control of the other party;
- p) Hours of operation, use and access by the public;
- q) Development and standardization of standard operating procedures where possible; and,
- r) Issues related to any common areas which may include, without limitation, grants of licences or other rights for the use of common areas.

The parties acknowledge that those parts of the Joint Facility under the exclusive control of one of the parties shall be subject to that party's internal policies and procedures.

5.3 Operating and Maintenance Costs

The Joint Operations Team shall be responsible for, without limitation:

- a) The allocation of operating and maintenance costs for the Joint Facility among the parties for payment by the parties;
- b) In cases where utility costs cannot be separately metered, the distribution of utility costs among the parties; and,
- c) Combining or grouping operating and maintenance services both internal and external where feasible or where efficiencies can be realized.

5.4 Joint Operations Agreement

The parties shall endeavor to agree upon and sign the Joint Operations Agreement as soon as reasonably possible following execution of the Joint Development and Construction Agreement.

ARTICLE VI FINANCIAL COVENANTS

6.1 Capital Cost Contributions

The capital cost contributions by the parties for each phase of the Project and for the on-going operation of the Joint Facility are to be determined in accordance with this MOA, the Joint Development and Construction Agreement and the Joint Operations Agreement and such other documents as may be entered into by the parties from time to time.

6.2 Design Costs

The parties acknowledge and confirm that the design costs for the Project will be set out in the Joint Development and Construction Agreement, including costs of consultants and the Prime Consultant. Any variation of these costs shall be decided and/or arbitrated in accordance with the provisions of the Joint Development and Construction Agreement. Such costs shall be apportioned between the City and HWDSB exclusively in the manner to be agreed upon in the Joint Development and Construction Agreement. For greater certainty, the parties acknowledge that any amendments to the design must be made by November 11, 2013 to ensure the Project schedule is continued without interruption; any changes to design by a party thereafter shall be at the sole cost of the party requesting said change, provided at all times that the amendment to design does not compromise the Project schedule.

6.3 Construction Costs

The preliminary construction estimates for the Project are to be confirmed no later than August 1, 2013 and set out in the Joint Development and Construction Agreement. The costs are to be separated into each party's responsibilities and will be validated by external cost consultants throughout the Project. These costs shall not exceed the funding Cap. Any variation of these costs shall be decided and/or arbitrated in accordance with the provisions of the Joint Development and Construction Agreement. Such costs shall be apportioned between the City and HWDSB exclusively in the manner to be agreed upon in the Joint Development and Construction Agreement.

6.4 Operating Costs

The operating sharing strategy shall be set out in the Joint Operations Agreement. Such costs shall be apportioned in the manner to be agreed upon by the parties in the Joint Operations Agreement.

ARTICLE VII DISPUTE RESOLUTION

If any disputes arise among the parties during the period from the signing of this MOA until the time when each of the legal agreements contemplated hereunder are executed, then the parties

shall endeavor to have such disputes resolved by the following representatives of the parties namely:

- (i) In the case of the City, the City Manager;
- (ii) In the case of HWDSB, the Director of Education.

ARTICLE VIII GENERAL

8.1 Time

Time shall be of the essence of this Memorandum of Agreement.

8.2 No Assignment

No party shall assign its rights under this MOA without the prior written consent of the other party, which may be arbitrarily withheld.

8.3 No Waiver

Any omission by any party to exercise any of its rights under this MOA shall not operate as or create a waiver by that party of its right to exercise them, nor should any such waiver of such rights in case of one or more instances of default, operate as or create a waiver of such rights in relation to any future or further default.

8.4 Governing Law

This MOA shall be interpreted in accordance with the laws of the Province of Ontario and the Dominion of Canada applicable thereto.

8.5 Statutory Compliance

This MOA and the agreements contemplated thereby shall at all times be compliant with the subdivision control provisions of the *Planning Act* and section 183 of the Act.

8.6 Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if: (i) delivered personally, (ii) sent by prepared courier service or mail, or (iii) sent by electronic communication addressed, in the case of the notice to HWDSB's as follows:

Hamilton-Wentworth District School Board
Standard Life Building
120 King Street West
Suite 1120

Hamilton, ON
L8P 4V2
Attention: Superintendent of Business and Treasurer

and, in the case of notice to City of Hamilton, as follows:

City of Hamilton
71 Main Street West
Hamilton, ON
L8P 4Y5

Attention: City Clerk and City Manager

8.7 Counterparts

This MOA may be executed in counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

8.8 Further Assurances and Documents

The parties acknowledge and represent that each of them has the power, authority and ability to enter into this MOA and the transactions, actions and events contemplated hereunder. Each of the parties hereto will, from time to time, at the other's request and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may require to more effectively complete or confirm any matter provided herein.

8.9 Binding Nature

The parties acknowledge and agree that this MOA is binding upon the parties and constitutes a legal obligation in accordance with and subject to its terms.

8.10 Recitals

The parties affirm and acknowledge the veracity of the recitals contained at the outset of this agreement.

8.11 Conditions Precedent

This Agreement shall be conditional in favour of HWDSB approving the acquisition of the School Lands and the costs associated therewith in its sole and absolute discretion on or before April 16, 2013, failing which this MOA shall be deemed null and void and any obligation between the parties shall terminate. This condition is inserted in favour of HWDSB and may be waived by it in its sole discretion within the time stipulated above.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**HAMILTON-WENTWORTH DISTRICT
SCHOOL BOARD**

Per: 

Name: Donald Grant

Title: Superintendent of Business and Treasurer

I have the authority to bind the School Board.

CITY OF HAMILTON

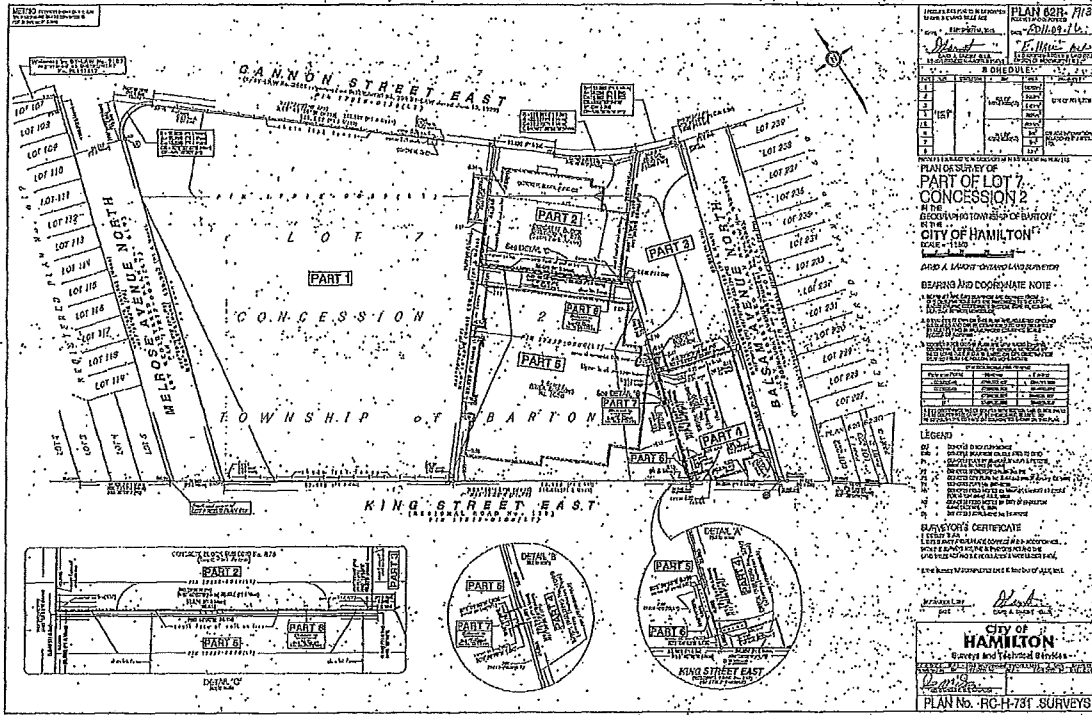
Per: 

Chris Murray
City Manager

I have the authority to bind the City.

SCHEDULE "A"

Reference Plan of Precinct Lands Parts 1-8 Plan 62R-19135



SCHEDULE "B"

Composition of Project Committees

Joint Steering Committee

	Name	Title	Contact	
HWDSB Representatives (4)				
City Representatives (4)				
Project Manager (non-voting)				
Prime Consultant/Architect (non-voting)				

Joint User Group/Design Committee

Number of representatives to be determined by each party.

Joint Construction Team

	Name	Title	Contact	
HWDSB Representatives (4)				
City Representatives (4)				
Project Manager (non-voting)				
Prime Consultant/Architect (non-voting)				

Joint Operations Team

	Name	Title	Contact	
HWDSB Representatives (3)				
City Representatives (3)				

SCHEDULE "C"

Preliminary Project Schedule

1. Memorandum of Agreement signed by HWDSB and the City by April 16, 2013
2. Award prime consultant no later than May 27, 2013
3. Project requirements (Functional Building Program) approved by both parties no later than July 22, 2013
4. Confirmation of City's Commitment to Fund Balance of Project no later than July 31, 2013
5. Final Design Development and approval no later than November 11, 2013
6. Complete Tender documents by March 31, 2014
7. Tender and award by June 2, 2014
8. Substantial completion by July 15, 2016
9. Open for classes Sept. 5, 2016

There will be additional milestones and approval dates to be identified under the Joint Development and Construction Agreement.