



PUBLIC WORKS COMMITTEE REPORT 16-013

9:30 a.m.

Thursday, August 11, 2016

Council Chambers

Hamilton City Hall

71 Main Street West

Present: Councillor A. VanderBeek (Vice Chair)
Councillors S. Merulla, C. Collins, T. Jackson, D. Conley,
L. Ferguson and R. Pasuta

Absent with regrets: Councillor T. Whitehead (Chair) – Personal

Also Present: Councillors J. Farr and M. Pearson

THE PUBLIC WORKS COMMITTEE PRESENTS REPORT 16-013 AND RESPECTFULLY RECOMMENDS:

**1. Intersection Control List (PW16001(b)) (Wards 2, 4, 6, 7, 8, 11, 12 and 15)
(Item 5.1)**

That the appropriate By-law be presented to Council to provide traffic control as follows:

Intersection			Stop Direction		Class	Location / Comments / Petition	Ward
Street 1	Street 2	Existing	Requested				
Section “A” Ancaster							
(a)	John Frederick Drive	Garner Road East	NC	SB	B	New road extension	12
(b)	Cesar Place	Shaver Road	NC	WB	B	New Subdivision (62M-1221)	12
(c)	Mapledene Drive	Enmore Avenue	NC	SB	A	Operational review	12

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Intersection			Stop Direction		Class	Location / Comments / Petition	Ward
Street 1	Street 2	Existing	Requested				
Section “C” Flamborough							
(d)	McMonies Drive	Spring Creek Drive	NC	WB	B	New Subdivision (62M-1222)	15
(e)	McMonies Drive	McMonies Drive	NC	EB	A	New Subdivision (62M-1222)	15
(f)	Spring Creek Drive	Houndtrail Drive / Stillwater Cres	EB/WB	NB/SB	A	Operational Review	15
(g)	Hugill Way (southerly intersection)	Cole Street	NC	WB	B	New Subdivision (62M-1224)	15
(h)	Savage Drive (North Leg)	Hugill Way	NC	NB	A	New Subdivision (62M-1224)	15
(i)	Savage Drive (South Leg)	Hugill Way	NC	SB	A	New Subdivision (62M-1224)	15
(j)	Hiscott Drive (North Leg)	Hugill Way	NC	NB	A	New Subdivision (62M-1224)	15
(k)	Hiscott Drive (South Leg)	Hugill Way	NC	SB	A	New Subdivision (62M-1224)	15
Section “E” Hamilton							
(l)	Britannia Avenue	Grimsby Avenue / MacLaren Avenue	NB/SB	EB/WB	B	Safety Review, St. Helen Elementary	4
(m)	Oriole Crescent	Martha Street	EB	NB/SB	A	Safety Review, St. Helen Elementary	4
(n)	Queensdale Avenue	Southill Drive	SB	EB/WB	B	Bruce Park Safety Review	7
(o)	Palmer Road	Reno Avenue	WB	NB/SB	B	Safety Review, Nora Francis & Beasley Elementary	6
(p)	Baillie Street	Augusta Street	NC	SB	A	Operational review	2
(q)	Darlington Drive	Lunner Avenue	EB	NB/SB	A	Operational review	8
(r)	Darlington Drive	Bonaventure Drive	NB/EB	WB	A	Operational review	8
(s)	Kerr Street	East 44 th Street	NC	WB	A	Housekeeping – missing t-type stop	6
(t)	Mountain Brow Boulevard	Rendell Boulevard	NB	EB/WB	B	New all-way stop - Clr approved	6

Intersection			Stop Direction		Class	Location / Comments / Petition	Ward
Street 1		Street 2	Existing	Requested			
						(Motion)	
(u)	Concession Street	East 43 rd Street	NB	EB/WB	B	New all-way stop - Clr approved (Motion)	6
Section “D” Glanbrook							
(v)	Bell Road	Woodburn Road	SB/WB	EB/WB	C	Safety review, unusual stop control configuration	11

Legend

No Control Existing (New Subdivision) - **NC**

Intersection Class: **A** - Local/Local **B** - Local/Collector **C** - Collector/Collector **D** – arterial/arterial

2. Hansen 8 Migration – Expansion of Standardization Approved to include Central Fleet (PW16062) (City Wide) (Item 5.3)

- (a) That the previously approved Hansen 8 Migration (FCS11059/PW11057) Corporate Standard for the purchase of Infor (Canada) Ltd, (formerly Hansen Information Technologies - Canada Inc.) Hansen Asset Management software licensed products, support services, customized professional services and future upgrades be expanded to include the Central Fleet Section of Public Works in accordance with Policy #14 of the Procurement Policy;
- (b) That Central Fleet be included in future contracts, maintenance agreements, support services and customized professional services which affect its use of the Hansen product.

3. Urbanization of Rural Road Cross Sections (PW08120(a)) (City Wide) (Item 5.4)

The Report PW08120(a) respecting the Urbanization of Rural Road Cross Section, be received.

4. Parking Proceeds from Pan Am Games (PW16063) (Ward 3) (Item 5.5)

- (a) That the ArcelorMittal Dofasco Grassroots Soccer Program be designated as the Program recipient of parking revenues donated by ArcelorMittal Dofasco during the 2015 Pan/Parapan American Games, as per the

license agreement signed in 2015 between ArcelorMittal Dofasco and the City of Hamilton (attached as Appendix A to PW Report 16-013);

- (b) That the City of Hamilton recognize the Hamilton and District Soccer Association as the program lead for the ArcelorMittal Dofasco Grassroots Soccer Program;
- (c) That Council authorize the release of the parking revenue in the amount of \$58,721.25 from account 22119-000100 to the Hamilton and District Soccer Association to operate the ArcelorMittal Dofasco Grassroots Soccer Program;
- (d) That funds provided to the ArcelorMittal Dofasco Grassroots Soccer Program, as allocated by the City of Hamilton, be authorized for eligible expenses related to the purchase of equipment and supplies for the Program, and to offset administrative and staff expenses incurred by the Hamilton and District Soccer Association.

5. Central Composting Facility Odour Management (PW16064) (City Wide) (Item 5.6)

That Report PW16064 respecting Central Composting Facility Odour Management, be received.

6. *Waste Diversion Transition Act* (PW16007(a)) (City Wide) (Item 5.7)

That Report PW16007(a) respecting the *Waste Diversion Transition Act*, be received.

7. Hamilton Street Railway (HSR) Fare Integration (PW16066) (City Wide) (Outstanding Business List) (Item 5.8)

That Report PW16066 respecting the Hamilton Street Railway (HSR) Fare Integration, be received and referred to the Special General Issues Committee meeting taking place on October 25, 2016 respecting the Light Rail Transit Project.

8. Minutes of the Hamilton Utilities Corporation Joint Advisory Committee – March 25, 2016 (Item 5.9)

(a) Appointment of a Co-chair (Item 1)

That Mayor F. Eisenberger be appointed Co-Chair of the Hamilton Utilities Corporation Joint Advisory Committee.

(b) City Network Fibre Contract (FCS15031) (City Wide) (Item 2)

That the General Manager, Finance and Corporate Services Department and the City Clerk be authorized to enter into a contract, which is satisfactory to the City Solicitor, for network telecommunications services between the City of Hamilton (COH) and Hamilton Community Energy (HCE) Telecom.

9. Confederation Beach Park Master Plan – Feasibility Study (PW11005(d)) (Wards 5 and 10) (Item 7.1)

- (a) That the implementation strategy for the redevelopment of Confederation Beach Park as identified in Report PW11005d be received;
- (b) That the 2017 Capital Budget request for Confederation Beach Park of \$150,000 for Facilities Management and Capital Programs and \$3,000,000 for Landscape Architectural Services be forwarded to the 2017 Capital Budget Process for Council's consideration;
- (c) That the General Manager of Corporate Services be directed to have Corporate Finance staff work with Public Works staff with regards to incorporating all or a portion of the Confederation Beach Park Master Plan within the financial constraints of the City's 10-year Capital forecast for the duration of the project;
- (d) That the General Manager of Public Works be directed to develop a capital program to identify life-cycle replacement requirements and an accessibility strategy for current park assets at Confederation Beach Park and Wild Waterworks, and that a funding strategy for the program be identified by Corporate Finance;
- (e) That the General Manager of Public Works be directed to partner with the Hamilton Conservation Authority in the planning and execution of the Confederation Beach Park improvements, per the above recommendations in Report PW11005d;
- (f) ***That the Hamilton Future Fund be considered as a possible funding source for the Confederation Beach Park Master Plan.***

10. Pedestrian Crossovers – By-Law 01-125, Schedule 34 (Adding Locations) (PW16061) (City Wide) (Item 8.1)

- (a) That the locations for pedestrian crossovers listed in Table 1 and Table 2 of Report PW16061 be approved as Pedestrian Crossovers and funded from the Red Light Camera Reserve (#112203);

- (b) *That an additional pedestrian crossover to be located at Highland Road and Sidney Crescent be approved and funded from the Red Light Camera Reserve (#112203);*
- (c) *That an additional pedestrian crossover to be located at on King Street West (Dundas) between Ogilvie Street and Miller's Lane be approved and funded from the Red Light Camera Reserve (#112203).*

11. Request for Access to Capital Reserves to Fund the 2015 Road Restoration Program (PW16069) (City Wide) (Item 8.2)

That a funding increase of \$3.5M be approved for the 2015 Road Restoration Program as follows:

- (a) That the \$635,000 appropriation adjustments as outlined in Appendix B to PW Report 16-013 be approved; and,
- (b) That the budget in Project ID 5141511101 (Road Restoration Program) be further increased from \$3M to \$5.865M and that this increase of \$2.865M be funded by a transfer from Water Reserve #108015.

12. Use of Vacated Space at 330 Wentworth Street for Hamilton Street Railway (HSR) (PW16065) (City Wide) (Item 8.3)

- (a) That Hamilton Street Railway (HSR) occupy the space at 330 Wentworth Street vacated by GO;
- (b) That a capital project in the amount of \$311,000 be approved for the purchase of fare collection and PRESTO equipment to facilitate the use of vacated space at 330 Wentworth Street by HSR, funded from account 23106-006100 – “Ticket in Public Hands”;
- (c) That approval be given to increase the complement of 1 Maintainer FTE to the staff at 330 Wentworth Street by the HSR, with no net operating impact due to reduced operating costs.

13. Temporary Road Closure Approval for Untitled Culinary Event (King William Restaurant Row) (Ward 2) (Added Item 10.1)

That the following application:

- (a) Pop Up Hamilton for the temporary closure of King William Street between James Street and Hughson Street on Saturday September 24, 2016

between 1:00 p.m. and 11:00 p.m. for an Untitled Culinary Event (King William Restaurant Row) be approved, subject to the following conditions:

- (i) That the City may revoke the temporary road closure at any time to gain access for emergency services;
- (ii) That no property owner or resident within the barricaded area be denied access to their property upon request;
- (iii) That the applicant ensure that clean-up operations be carried out immediately before the re-opening of the roads, to the satisfaction of the General Manager of Public Works or designate at the expense of the event organizer;
- (iv) That all barricading and traffic control be supplied by the applicant, and must conform to "Ministry of Transportation Book 7 - Temporary Conditions";
- (v) That all barricading and traffic control be subject to the direction and satisfaction of the General Manager of Public Works or designate with all costs the responsibility of the applicant;
- (vi) That all warning boards and detour signs manufactured and installed by the City of Hamilton in advance of the closure be at the expense of the applicant;
- (vii) That the applicant notify all property owners and tenants along the closed portion of the route of the event in writing a minimum of two weeks in advance of the closure and the notice must be completed prior to the event in a form acceptable to the General Manager of Public Works or designate, providing, but not limited to a 24-hour contact name and telephone number;
- (viii) That the applicant provide proof of \$5,000,000 public liability insurance naming the City of Hamilton as an added insured party with a provision for cross liability, and holding the City of Hamilton harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss;
- (ix) That the applicant pay the required full road closure fee of \$634.20 made payable to "The City of Hamilton" prior to road closure.

FOR THE INFORMATION OF COUNCIL:

(a) APPROVAL OF THE AGENDA (Item 1)

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

1. NOTICES OF MOTION

- 10.1 Temporary Road Closure Approval for Untitled Culinary Event (King William Restaurant Row) (Ward 2)

The Agenda for the August 11, 2016 meeting of the Public Works Committee was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were no declarations of interest.

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

(i) July 7, 2016 (Item 3.1)

The Minutes of the July 7, 2016 Public Works Committee meeting were approved, as presented.

(d) CONSENT ITEMS (Item 5)

(i) Minutes of Various Sub-Committees (Item 5.2)

(a) Waste Management Advisory Committee – May 9, 2016 (Item 5.2(a))

The Minutes of the Waste Management Advisory Committee dated May 9, 2016 were received.

(b) Hamilton Cycling Committee (HCyC) – March 2, 2016 (Item 5.2(b))

That the Minutes of the Hamilton Cycling Committee dated March 2, 2016 were received.

(c) Hamilton Cycling Committee (HCyC) – April 6, 2016 (Item 5.2(c))

The Minutes of the Hamilton Cycling Committee dated April 6, 2016 were received.

(e) PRESENTATIONS (Item 7)

(i) Confederation Beach Park Master Plan – Feasibility Study (PW11005(d)) (Item 7.1)

Mr. Lawrence Stasiuk, Supervisor, Park Redevelopment and Ms. Cynthia Graham, Manager, Landscape Architectural Services, made a presentation to the Committee respecting the Confederation Beach Park Master Plan – Feasibility Study. A copy of the presentation has been retained for the official record.

The presentation included, but was not limited to, the following:

- Previous Council Direction
- Facility Fit Analysis – 2015 Aerial Photograph and Existing Conditions
- Master Plan Update and Diagram
- Related Studies
- Key Issues
- Facility Fit Analysis – Concept Development Plan
- Work Completed to Support the Master Plan
- 2016 Capital Work Plan
- Facility Fit Analysis – Area G – Draft Concept Plan
- Implementation Strategy

The presentation respecting the Confederation Beach Park Master Plan – Feasibility Study, was received.

Finance Department staff was directed to report to the Public Works Committee respecting the funding strategy for Waterfront Redevelopment and indicate how Confederation Beach Park funding will be separated from West Harbour Redevelopment funding.

PW Report 11005(d) respecting the Confederation Beach Park Master Plan – Feasibility Study was amended by adding the following sub-section (f) to read as follows:

- (f) *That the Hamilton Future Fund be considered as a possible funding source for the Confederation Beach Park Master Plan.***

For disposition of this matter, refer to Item 9.

(f) DISCUSSION ITEMS (Item 8)

(i) Pedestrian Crossovers – By-Law 01-215, Schedule 34 (Adding Locations) (PW16061) (City Wide) (Item 8.1)

PW Report 16061 respecting Pedestrian Crossovers – By-Law 01-215, Schedule 34 (Adding Locations) was amended by adding the following sub-section (b) to read as follows:

(b) That an additional pedestrian crossover to be located at Highland Road and Sidney Crescent be approved and funded from the Red Light Camera Reserve (#112203)

Councillor VanderBeek relinquished the Chair in order to introduce the following motion:

PW Report 16061 respecting Pedestrian Crossovers – By-Law 01-215, Schedule 34 (Adding Locations) was amended by adding the following sub-section (c) to read as follows:

(c) That an additional pedestrian crossover to be located at on King Street West (Dundas) between Ogilvie Street and Miller's Lane be approved and funded from the Red Light Camera Reserve (#112203).

For disposition of this matter, refer to Item 10.

Councillor VanderBeek then reassumed the Chair.

(g) NOTICES OF MOTION (Item 10)

Councillor Merulla introduced the following Notice of Motion:

(i) Temporary Road Closure Approval for Untitled Culinary Event (King William Restaurant Row) (Ward 2) (Added Item 10.1)

That the following application:

(a) Pop Up Hamilton for the temporary closure of King William Street between James Street and Hughson Street on Saturday September 24, 2016 between 1:00 p.m. and 11:00 p.m. for an Untitled Culinary Event (King William Restaurant Row) be approved, subject to the following conditions:

- (i) That the City may revoke the temporary road closure at any time to gain access for emergency services;
- (ii) That no property owner or resident within the barricaded area be denied access to their property upon request;
- (iii) That the applicant ensure that clean-up operations be carried out immediately before the re-opening of the roads, to the satisfaction of the General Manager of Public Works or designate at the expense of the event organizer;
- (iv) That all barricading and traffic control be supplied by the applicant, and must conform to "Ministry of Transportation Book 7 - Temporary Conditions";
- (v) That all barricading and traffic control be subject to the direction and satisfaction of the General Manager of Public Works or designate with all costs the responsibility of the applicant;
- (vi) That all warning boards and detour signs manufactured and installed by the City of Hamilton in advance of the closure be at the expense of the applicant;
- (vii) That the applicant notify all property owners and tenants along the closed portion of the route of the event in writing a minimum of two weeks in advance of the closure. The notice must be completed prior to the event in a form acceptable to the General Manager of Public Works or designate, providing, but not limited to a 24-hour contact name and telephone number;
- (viii) That the applicant provide proof of \$5,000,000 public liability insurance naming the City of Hamilton as an added insured party with a provision for cross liability, and holding the City of Hamilton harmless from all actions, causes of action, interests, claims, demands, costs, damages, expenses and loss;
- (ix) That the applicant pay the required full road closure fee of \$634.20 made payable to "The City of Hamilton" prior to road closure.

The Rules of Order were waived to allow for the introduction of a Motion respecting a Temporary Road Closure Approval for Untitled Culinary Event (King William Restaurant Row) (Ward 2).

For disposition of this matter, refer to Item 13.

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

(i) Changes to the Outstanding Business List (Item 11.1)

- (i) The following items were considered complete and removed from the Outstanding Business List:
 - (a) Urbanization of Rural Road Cross Sections
 - (b) Hamilton Street Railway (HSR) Fare Integration

(i) ADJOURNMENT (Item 13)

There being no further business, the Public Works Committee adjourned at 11:25 a.m.

Respectfully submitted,

Councillor A. VanderBeek
Vice Chair
Public Works Committee

Lauri Leduc
Legislative Coordinator
Office of the City Clerk

LICENSE AGREEMENT

This License Agreement (the "Agreement") made as of the 1st day of June, 2015 between:

CITY OF HAMILTON (the "City");

and

ARCELORMITTAL DOFASCO INC. ("AM Dofasco")

WHEREAS:

- A. The City is co-sponsoring The 2015 Pan American and Parapan American Games (the "Pan Am Games"), and will require certain parking facilities for use by members of the public attending events related to the Pan Am Games within the City (the "Pan Am Events"); and
- B. AM Dofasco owns certain lands which may be suitable for use as parking facilities for use by members of the public attending Pan Am Events.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and AM Dofasco (collectively, the "Parties" or individually, a "Party") have agreed as follows:

1. Grant of License

AM Dofasco grants to the City an irrevocable, exclusive license, sub-licensable to certain members of the public attending Pan-Am Events (the "City Invitees") for a nominal fee of \$10.00 to use certain lands as identified in Schedule "A" hereto (the "Lands") on the terms set out in this Agreement and attached schedules (collectively, the "Agreement").

2. Purpose and Term

The City shall be permitted to use the Lands for the following purposes: (i) from 6:00 a.m. on July 5, 2015 to 11:59 p.m. on July 10, 2015 for commissioning, namely the installation of lighting, skrim and portalets; (ii) from 12:00 a.m. on July 11, 2015 to 11:59 p.m. on July 26, 2015 for providing vehicular parking to City Invitees; and (iii) from 12:00 a.m. on July 27, 2015 to 5:00 p.m. on August 2, 2015 for decommissioning, namely the removal of lighting, skrim and portalets (the "Purpose"). The period from 6:00 a.m. on July 5, 2015 to 5:00 p.m. on August 2, 2015 shall be deemed to be the "License Period".

3. Collection and Donation of Funds

The City agrees to charge and collect fees from the City Invitees in connection with the Purpose during the period between July 11, 2015 and July 26, 2015 (the "Parking Fees"). The City agrees that one hundred percent (100%) of the proceeds from the collection of Parking Fees (the "Parking Proceeds") shall be directed to a local community program as identified in the PanAm Games Host Showcase Program, being a youth soccer program to be initiated or developed by the City within AM Dofasco's local geographic community known as the Stadium Precinct, Ward 3, Hamilton, Ontario, the name of which shall include reference to AM Dofasco's name in perpetuity unless otherwise agreed by AM Dofasco in writing (the "Local Youth Soccer Program"). In the event that the PanAm Games Host Showcase Program: Local Youth Soccer Program cannot be developed by the City as

anticipated, the Parking Proceeds shall be directed to a local community program of AM Dofasco's choosing from a group of eligible local community programs provided by the City, which group shall include a variety of youth soccer programs throughout the City of Hamilton. The Parties agree that the name of any such local community program shall include reference to AM Dofasco's name in perpetuity unless otherwise agreed by AM Dofasco in writing. The Parking Proceeds shall be accompanied by official public recognition of AM Dofasco, with details including form, content and date of the announcement to be agreed by the Parties acting reasonably.

4. Acceptance of Lands for Purpose

The City acknowledges and agrees that:

- a) It has determined, in its sole discretion, that the Lands are fit and sufficient for the City's Purpose;
- b) The Lands are licensed to the City on an "as is" basis in their present condition; and
- c) AM Dofasco provides no representations or warranties to the City as to the condition of the Lands, its suitability for the Purpose or fitness for use.

5. City's Covenants and Obligations

In addition to the obligations set out in other provisions of this Agreement, the City covenants and agrees as follows:

- a) To notify all users and potential users of the Lands in connection with the Purpose, including the City Invitees, that the Lands are to be accessed and used at such City Invitees' own risk;
- b) To obtain all necessary licenses and approvals as required pursuant to applicable laws at no cost or expense to AM Dofasco and without any requirement for public meetings or consultations;
- c) To provide all necessary resources required prior to, during and following the Events (including on-site staffing and security) to ensure that all City Invitees enter, use and exit the Lands in a safe, orderly and efficient manner and that the Lands and any personal property located thereon is not damaged or vandalized as a result of the use of the Lands or in connection with the Purpose;
- d) To take such actions as may be required to ensure that the Lands are suitable for the Purpose prior to the commencement of the License Period and prior to each Pan-Am Games Event (with reasonable access to be granted to the City by AM Dofasco as required for that purpose), including but not limited to the provision of proper signage, waste disposal containers, portable lavatories, lighting and suitable parking demarcation as required;
- e) To report any incidents relating to safety or damage to persons or property, which occur during the Term.
- f) After the license period and without any association with the Pan Am Games, to include AM Dofasco's official logo as may be reasonably directed by AM Dofasco from time to time on certain notices to the public provided that AM Dofasco's prior written approval shall be obtained prior to any distribution of the same (and provided that the City shall not display AM Dofasco's logo if AM Dofasco does not wish to have its name or logo appear on parking signage or any other material);
- g) To, return the Lands to AM Dofasco in a clean condition, free of waste and refuse immediately following each Pan-Am Event and following completion of the License Period;
- h) To make only such alterations and/or additions to the Lands as may be mutually agreed by the Parties in writing; provided that plans for such alterations and/or additions shall be submitted in writing to AM Dofasco for its approval prior to the commencement of such work and such work shall only be commenced where such approval in writing has been obtained;
- i) That the following activities are prohibited and shall not be permitted on the Lands:
 - i. Tail-gating activities or loitering of any nature by City Invitees; and

- II. Sale of food or any items or wares by vendors (including food trucks); and
j) To provide a report of the use of the Parking Proceeds within one (1) year of the Pan Am Games.

6. Insurance

Throughout the Term, the following Insurance shall be maintained by the City at its sole expense:

- a) General liability insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence in respect of any injury to or death of person or persons or property damage due to or arising out of the Purpose and shall name AM Dofasco as an additional insured.

The City covenants with AM Dofasco not to do or omit or permit to be done or omitted upon the Lands anything which shall cause the rate of insurance upon the Lands to be increased or any insurance policy on the Lands to be cancelled.

7. Limitation of Liability and Indemnities

AM Dofasco shall not be liable or responsible in any way for any loss, damage or injury to any property belonging to the City or its employees, agents or City Invitees or to any other party while such property is upon the Lands unless such loss arises solely from the gross negligence of AM Dofasco.

The City covenants and agrees to indemnify, defend and save harmless AM Dofasco, its subsidiaries and affiliates and each of their directors, officers, employees and agents (the "Indemnitees"), from and against claims, damages, loss, costs and charges arising from this Agreement, or the City's use of the Lands except where such loss or damage is caused by the sole gross negligence of AM Dofasco.

The City covenants and agrees to indemnify, defend and save harmless AM Dofasco, its subsidiaries and affiliates and each of their directors, officers, employees and agents (the "Indemnitees"), against all loss incurred by the Indemnitees for damages, costs or expenses on account of the non-observance by the City of any of the covenants hereby entered into by the City or on account of the non-performance by the City of any of its requirements of this Agreement.

8. Compliance with Laws

The City shall comply with all laws municipal, provincial and federal laws and regulations in connection with this Agreement and the Purpose (the "Applicable Laws"), together with AM Dofasco's Code of Business Conduct, Third Party Health, Environment and Safety Program, Safety Handbook and Anti-corruption Guidelines (the "AM Dofasco Policies"), all of which are available at www.dofasco.ca. Any failure by the City to comply with Applicable Laws and/or the AM Dofasco Policies will be deemed to be a material breach of the Agreement which may, in AM Dofasco's discretion, result in the immediate termination of this Agreement.

9. Termination

In the event that the City fails to observe or perform any of the terms, covenants or conditions of this Agreement, AM Dofasco shall have the right at any time to terminate this Agreement immediately upon delivery of written notice, in addition to any other rights or remedies available to AM Dofasco by law or pursuant to this Agreement; otherwise, this Agreement shall, subject to Section 10 (Survival), terminate upon the end of the License Period.

10. General

Assignment. This Agreement, being in the nature of personal services, may not be assigned or subcontracted by Consultant without the prior written approval of AM Dofasco, which may be withheld in AM Dofasco's sole discretion. Any assignment or subcontract in violation of the foregoing is void.

Entire Agreement. This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and not be changed or amended except in writing signed by both Parties.

Survival. The City's obligations in sections 3, 5(f), 5(g), 5(j), and 7 of this Agreement shall survive termination.

Notices. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or four (4) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, postage prepaid, to the parties provided that notice by electronic email to the following addresses shall also be provided:

AM Dofasco:

Tony Valeri, Vice President Corporate Communications and Public Affairs
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
Tony.Valeri@arcelormittal.com

With a copy to:
Richard Do Couto
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
richard.do.couto@arcelormittal.com

and to:
Corporate Secretary
1330 Burlington Street East
Hamilton, Ontario L8N 3J5
CorpSecAMD.dofasco@arcelormittal.com

City:

City Clerks
71 Main Street West
Hamilton, Ontario L8P 4Y5
Fax No. (905) 546-2095

with a copy to:
Public Works, General Manager
77 James Street North, Suite 320
Hamilton, Ontario L8R 2K3
Fax No. (905) 546-4491

No Waiver. The failure of either Party hereto, at any time, to enforce the terms and conditions of this Agreement shall not be construed to be a waiver of the rights of such Party thereafter to enforce any of the terms and conditions herein.

Amendments. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, change, modification, consent or discharge is sought.

Counterparts. The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS THEREOF, the Parties have signed this Agreement as of the date set out above.

ARCELORMITTAL DOFASCO INC.

CITY OF HAMILTON



Tony Valeri
VP, Public Affairs & Corporate Communications



Name:
Title: General Manager, Public Works

Name:
Title:

APPROVED
AS TO FORM

LEGAL SERVICES

Schedule "A"

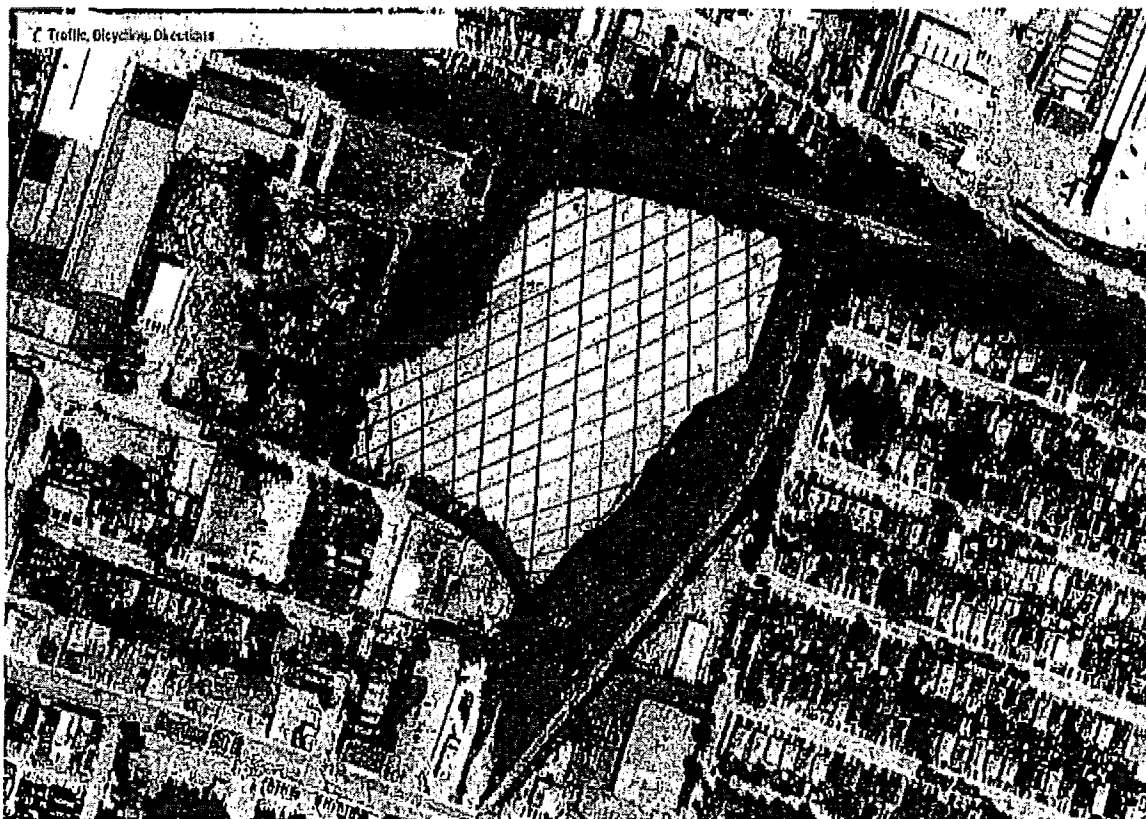
Lands

Municipal Address: 14 Linden Street, Hamilton

Legal description: Part Lots 5-6 Concession 1 Barton as in HL254341 West of Parts 1 & 4, 62R-18206 and East of Part 9 62R-12426; City of Hamilton

Approximate Acreage: 8.028

See map below.



[illegible]