



PUBLIC WORKS COMMITTEE REPORT 16-015

9:30 a.m.

Monday, September 19, 2016

Council Chambers

Hamilton City Hall

71 Main Street West

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

Also Present: Councillors J. Farr and B. Johnson

**THE PUBLIC WORKS COMMITTEE PRESENTS REPORT 16-015 AND
RESPECTFULLY RECOMMENDS:**

**1. 2016 Special Events Requiring Temporary Road Closures (PW16083)
(Ward 2) (Item 5.1)**

That each of the following applications:

- (a) Core Entertainment for the temporary closure of Bay Street between King Street and York Boulevard on Friday October 7, 2016 for a Toronto Maple Leafs Pre-Season Game Street Event;
- (b) Vanier Cup Host Committee for the temporary closure of King William Street between James Street and Hughson Street on Friday November 11, 2016 for a Vanier Cup Street Event.

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 \$2,000,000 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.

2. Kay Drage Park Trail Construction Agreement, Hamilton (PW16081) (Ward 1) (Item 5.2)

- (a) That the General Manager of Public Works be authorized and directed to negotiate and enter into a construction, maintenance and funding agreement with The Roman Catholic Episcopal Corporation of the Diocese of Hamilton that will facilitate the development of the Kay Drage Park Trail;
- (b) That the General Manager of Public Works be authorized and directed to execute, on behalf of the City, a construction, maintenance and funding agreement, attached as Appendix A to PW Report 16-015, with The Roman Catholic Episcopal Corporation of the Diocese of Hamilton, as well as any other ancillary documents, in a form satisfactory to the City Solicitor, to facilitate the development of the Kay Drage Park Trail.

3. Standardization of Fleet Equipment and Parts (PW09074(c)) (City Wide) (Item 5.3)

- (a) That the addition or removal of products, services and suppliers identified in Appendix B to PW Report 16-015, be approved pursuant to Procurement Policy #14 – Standardization;
- (b) That the General Manager of Public Works or their designate be authorized to negotiate and enter into any agreements and execute the completion of associated documents for the items outlined in Appendix B to PW Report 16-015, in a form satisfactory to the City Solicitor.

4. Standardization of Traffic Collision Software and Digital Collision Data Services (PW16082) (City Wide) (Item 5.4)

- (a) That TES Information Technology Limited (TES) be approved as the single source supplier for the supply, installation, operation and quality control of the City of Hamilton's Traffic Collision Software and Analysis System for a period of five (5) years in accordance with the City of Hamilton's Procurement Policy #14 – Standardization;
- (b) That Accident Support Services International Limited (ASSIL) be approved as the single source supplier of all digital collision data to the City of Hamilton for a period of five (5) years in accordance with the City of Hamilton's Procurement Policy #14 – Standardization;
- (c) That recommendations (a) and (b) above be funded from the Red Light Camera Reserve Fund (112203); and,
- (d) That the General Manager of Public Works or their designate be authorized and directed to negotiate all prices, quantities, terms and conditions with the identified single source suppliers in a form satisfactory to the City Solicitor.

5. Extension of Consulting Assignment for Contract Administration of Sanitary Trunk Sewer Main along Upper Centennial Parkway from Green Mountain Road West to Guyatt Road Parts (PW16080) (Ward 11) (Item 5.5)

That Council approves the single source procurement, pursuant to Procurement Policy #11 - Non-competitive Procurements and that the General Manager of Public Works be authorized to:

- (a) Negotiate with the consultant, MMM Group Limited, to carry-out additional contract administration, site inspection and hydrogeological monitoring as required under Contract C11-43-13 for construction Contract C15-47-14(HS) for the Upper Centennial Trunk Sewer currently being constructed by McNally Construction Inc.; and,

- (b) Should an acceptable price be negotiated for the additional consultancy work, that the General Manager, Public Works Department be authorized to enter into and execute any required Contract and any ancillary documents required to give effect thereto with MMM Group Limited, in a form satisfactory to the City Solicitor with funding, at an upwards cost of \$600,000, coming from the 2016 approved budget (Project ID: 5161395358 Binbrook (Hwy 56 Force main and Twinning – WW-21)).

6. Proposed Permanent Closure and Sale of a Portion of Public Unassumed Alley Abutting 4 Mountain Avenue, Hamilton (PW16078) (Ward 1) (Item 6.1)

- (a) That a portion of the east/west public unassumed alleyway abutting 4 Mountain Avenue, Hamilton, be permanently closed and sold to the owner of 4 Mountain Avenue, Hamilton, as shown on Appendix C to PW Report 16-015 (the “Subject Lands”), subject to the following conditions:
 - (i) That the applicant makes an application to the Ontario Superior Court of Justice, under *Section 88 of the Registry Act, R.S.O. 1990*, for an order to permanently close the Subject Lands;
 - (ii) That the General Manager, Public Works or his designate sign the appropriate documentation to obtain the order;
 - (iii) That the documentation regarding the application to the Ontario Superior Court of Justice be prepared by the applicant, to the satisfaction of the City Solicitor;
 - (iv) That the applicant deposit a reference plan under the *Registry Act* and that said plan be prepared by an Ontario Land Surveyor to the satisfaction of the Manager, Geomatics and Corridor Management Section and that the applicant deposit a reproducible copy of said plan with the Manager, Geomatics and Corridor Management Section;
- (b) That provided the application to the Ontario Superior Court of Justice to permanently close the Subject Lands is approved:
 - (i) That the City Solicitor be authorized and directed to prepare the by-law to permanently close the highway;
 - (ii) That the appropriate by-law be introduced and enacted by Council;
 - (iii) That the Economic Development and Real Estate Division of the Planning and Economic Development Department be authorized and directed to sell the Subject Lands to the owner of 4 Mountain Avenue, Hamilton, in accordance with the Procedural By-law for the Sale of Land, By-law No. 04-299 for a nominal fee;
 - (iv) That the City Solicitor be authorized and directed to register a certified copy of the by-law permanently closing the highway in the

proper land registry office, upon confirmation from the Public Works Department that all applicable fees and costs associated with the application have been paid by the applicant;

- (v) That the by-law permanently closing the highway does not take effect until a certified copy of the by-law is registered in the proper land registry office;
- (vi) That the Public Works Department publish a notice of the City's intention to pass the by-law pursuant to City of Hamilton By-law 04-299 being a By-law to Establish Procedures, including the Giving of Notice to the Public, Governing the Sale of Land Owned by the City of Hamilton; and,
- (vii) That the applicant enters into an appropriate easement agreement with Bell Canada.

7. Proposed Permanent Closure and Sale of a Portion of Road Allowance Between Limeridge Road East and the Lincoln Alexander Parkway, Hamilton (PW16079) (Ward 7) (Item 6.2)

That the application of C/F Realty Holdings Inc. to permanently close and purchase a portion of road allowance between Limeridge Road East and the Lincoln Alexander Parkway, Hamilton, be approved, subject to the following conditions:

- (i) That the City Solicitor be authorized and directed to prepare a by-law to permanently close the highway;
- (ii) That the appropriate by-law be introduced and enacted by Council;
- (iii) That the Economic Development and Real Estate Division of the Planning and Economic Development Department be authorized and directed to sell the closed highway to C/F Realty Holdings Inc., in accordance with the Procedural By-law for the Sale of Land, By-law No. 04-299 at fair market value;
- (iv) That the City Solicitor be authorized and directed to register a certified copy of the by-law permanently closing the highway in the proper land registry office, upon confirmation from the Public Works Department that all applicable fees and costs associated with the application have been paid by the applicant;
- (v) That the by-law permanently closing the highway does not take effect until a certified copy of the by-law is registered in the proper land registry office; and,
- (vi) That the Public Works Department publish a notice pursuant of the City's intention to pass the by-law pursuant to City of Hamilton By-law 04-299 being a By-law to Establish Procedures, including the

Giving of Notice to the Public, Governing the Sale of Land Owned by the City of Hamilton.

8. Report 16-004 of the Truck Route Sub-Committee (Item 8.1)

(i) Centennial Parkway – Request to Remove Heavy Trucks from Traffic By-law No. 01-215 (Item 8.1)

- (a) That the Memorandum from the Project Manager, Traffic Safety, Traffic Operations and Engineering, respecting Centennial Parkway – Request to Remove Heavy Trucks from Traffic By-law No. 01-215, be received; and,
- (b) That staff be directed to include a review of the removal of Centennial Parkway from the Truck Route System as part of the Truck Route Master Plan review scheduled for 2017, consulting both Area Councillors throughout the process.

(ii) Traffic By-law No. 01-215 Amendment Respecting Farm Truck Exemptions (Item 9.1)

WHEREAS the Truck Route Sub-Committee has considered the matter of Farm Trucks on rural roads; and,

WHEREAS, there is a lack of truck routes in rural areas of Hamilton;

THEREFORE BE IT RESOLVED:

- (a) That Section 56(6) of By-law 01-215 (Traffic By-law) be amended to read “Section 56(2) shall not apply to vehicles bearing a “Farm Truck” License plate under the Highway Traffic Act, Reg. 628”;
- (b) That Rural Boundaries be defined in the City of Hamilton Official Plan and highlighted on the Truck Route Map; and
- (c) That Sub-sections 56(6) and (b) of By-law 01-215 (Traffic By-law) be deleted.

(iii) Traffic By-law No. 01-215 Amendment Respecting Upper Red Hill Valley Parkway (Item 10.1)

WHEREAS, the Upper Red Hill Valley Parkway extension is expected to be completed in September 2016; and,

WHEREAS, it is required to make an amendment to Schedule 27 to permit heavy trucks to access this roadway;

THEREFORE BE IT RESOLVED:

That the Traffic By-Law 01-215, Schedule 27, be amended to add the Upper Red Hill Valley Parkway between Stone Church Road and Rymal Road.

9. Lincoln M. Alexander Parkway and Red Hill Valley Parkway Lighting PW16077) (City Wide) (Item 8.2)

- (a) That Report PW 16077 respecting the Lincoln M. Alexander Parkway and Red Hill Valley Parkway Lighting be received;
- (b) *That staff be directed to undertake a comprehensive study of lighting opportunities on the Red Hill Valley Parkway at an estimated cost of \$100,000; and,*
- (c) *That the matter be referred to the 2017 Capital Budget process for consideration.*

10. Use of Snow Blowers on Residential Streets (PW16076) (City Wide) (Item 8.3)

(Ferguson/Conley)

That Report PW16076 respecting the Use of Snow Blowers on Residential Streets, be received.

11. Installation of Pedestrian Crossovers in Ward 11 (Added Item 9.1)

WHEREAS, there are increasing safety concerns being raised by residents of Binbrook with respect to the uncontrolled crossings at roundabouts in the village; and,

WHEREAS, the primary routes for two elementary schools require young children and parents to cross at these roundabouts,

THEREFORE BE IT RESOLVED:

- (a) That staff from Traffic Operations and Engineering be directed to install Pedestrian Crossovers as part of the Phase 1 implementation at the following locations:

- (i) Fall Fair Way and Pumpkin Pass
- (ii) Fall Fair Way and Binbrook Road
- (iii) Windwood Drive/Binhaven Boulevard and Bradley Avenue
- (iv) Magnificent Way and Bradley Avenue

(b) That funding for the installation of the Pedestrian Crossovers, as outlined in sub-section (a), be funded through the Red Light Camera Reserve at an upwards cost of \$50,000.

12. Rail Trail Dog Park (Ward 2) (Added Item 9.2)

WHEREAS, the residents of the Stinson and Corktown neighbourhoods conducted an open and transparent survey to establish a name for their new dog park; and,

WHEREAS, the area that is now a dog park is currently called Claremont Access Open Space; and,

WHEREAS; the residents have chosen the name Rail Trail Dog Park instead;

THEREFORE BE IT RESOLVED:

That the Dog Park currently known as the Claremont Access Open Space be named Rail Trail Dog Park.

FOR THE INFORMATION OF COUNCIL:

(a) APPROVAL OF THE AGENDA (Item 1)

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

1. DELEGATION REQUEST

- 4.1 Hannah Walters-Vida respecting the Street Tree Project (for a future meeting)

2. NOTICE OF MOTIONS

- 10.1 Installation of Pedestrian Crossovers in Ward 11
- 10.2 Rail Trail Dog Park (Ward 2)

The Agenda for the September 19, 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) September 8, 2016 (Item 3.1)

The Minutes of the September 8, 2016 Public Works Committee meeting were approved, as presented.

(d) DELEGATION REQUESTS (Item 4)

(i) Hannah Walters-Vida respecting the Street Tree Project (Added Item 4.1)

The delegation request from Hannah Walters-Vida respecting the Street Tree Project was approved for a future meeting.

(e) PUBLIC HEARINGS/DELEGATIONS (Item 6)

(i) Proposed Permanent Closure and Sale of a Portion of Public Unassumed Alley Abutting 4 Mountain Avenue, Hamilton (PW16078) (Ward 1) (Item 6.1)

Vice Chair VanderBeek informed Committee members that because Item 6.1 relates to a proposed permanent closure and sale of a portion of a public unassumed alley that a public meeting was required.

Vice Chair VanderBeek indicated that a notice about the public meeting was placed in local newspapers and posted on the City's website advising that anyone whose lands are prejudicially affected may appear before the Committee.

The Committee Clerk advised that no individuals registered to speak to this issue.

Vice Chair VanderBeek asked if there were any members of the public wished to come forward to speak to this matter. No members of the public came forward.

The public meeting respecting the Proposed Permanent Closure and Sale of a Portion of Public Unassumed Alley Abutting 4 Mountain Avenue, Hamilton, was closed.

For disposition of this matter, refer to Item 6.

(ii) Proposed Permanent Closure and Sale of a Portion of Road Allowance Between Limeridge Road East and the Lincoln Alexander Parkway, Hamilton (PW16079) (Ward 7) (Item 6.2)

Vice Chair VanderBeek informed Committee members that because Item 6.2 relates to a proposed permanent closure and sale of a portion of a road allowance that a public meeting was required.

Vice Chair VanderBeek indicated that a notice about the public meeting was placed in local newspapers and posted on the City's website advising that anyone whose lands are prejudicially affected may appear before the Committee.

The Committee Clerk advised that no individuals registered to speak to this issue.

Vice Chair VanderBeek asked if there were any members of the public wished to come forward to speak to this matter. No members of the public came forward.

The public meeting respecting the Proposed Permanent Closure and Sale of a Portion of Road Allowance Between Limeridge Road East and the Lincoln Alexander Parkway, Hamilton, was closed.

For disposition of this matter, refer to Item 7.

Councillor Whitehead assumed the Chair.

(f) DISCUSSION ITEMS (Item 8)

(i) Lincoln M. Alexander Parkway and Red Hill Valley Parkway Lighting (PW16077) (City Wide) (Item 8.2)

(a) That Report PW 16077 respecting the Lincoln M. Alexander Parkway and Red Hill Valley Parkway Lighting be received;

(b) *That staff be directed to undertake a comprehensive study of lighting opportunities on the Red Hill Valley Parkway at an estimated cost of \$100,000; and*

- (c) ***That the matter be referred to the 2017 Capital Budget process for consideration.***

For disposition of this matter, refer to Item 9.

(g) NOTICES OF MOTION (Item 10)

Councillor VanderBeek introduced the following Notice of Motion:

(i) Installation of Pedestrian Crossovers in Ward 11 (Added Item 10.1)

WHEREAS, there are increasing safety concerns being raised by residents of Binbrook with respect to the uncontrolled crossings at roundabouts in the village; and,

WHEREAS, the primary routes for two elementary schools require young children and parents to cross at these roundabouts;

THEREFORE BE IT RESOLVED:

That staff from Traffic Operations and Engineering be directed to install Pedestrian Crossovers as part of the Phase 1 implementation at the following locations:

- (i) Fall Fair Way and Pumpkin Pass
- (ii) Fall Fair Way and Binbrook Road
- (iii) Windwood Drive/Binhaven Boulevard and Bradley Avenue
- (iv) Magnificent Way and Bradley Avenue

The Rules of Order were waived to allow for the introduction of a Motion respecting the Installation of Pedestrian Crossovers in Ward 11.

For disposition of this matter, refer to Item 11.

Councillor Merulla introduced the following Notice of Motion:

(ii) Rail Trail Dog Park(Added Item 10.2)

WHEREAS, the residents of the Stinson and Corktown neighbourhoods conducted an open and transparent survey to establish a name for their new dog park; and,

WHEREAS, the area that is now a dog park is currently called Claremont Access Open Space; and,

WHEREAS, the residents have chosen the name Rail Trail Dog Park instead;

THEREFORE BE IT RESOLVED:

That the Dog Park currently known as the Claremont Access Open Space be named Rail Trail Dog Park.

The Rules of Order were waived to allow for the introduction of a Motion respecting the Rail Trail Dog Park.

For disposition of this matter, refer to Item 12.

(h) ADJOURNMENT (Item 13)

There being no further business, the Public Works Committee adjourned at 11:14 a.m.

Respectfully submitted,

Councillor T. Whitehead, Chair
Public Works Committee

Lauri Leduc
Legislative Coordinator
Office of the City Clerk

**DRAFT CONSTRUCTION FUNDING AND LICENCING
AGREEMENT
(the "Agreement")**

THIS AGREEMENT is effective as of October 1, 2016

B E T W E E N:

**CITY OF HAMILTON
(the "City")**

and

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE
DIOCESE OF HAMILTON IN ONTARIO ("the Diocese")**

Each a "**Party**" and collectively the "**Parties**"

WHEREAS the Diocese owns the lands located at 714 King Street West, legally described as 251801010353710 now City of Hamilton, as outlined in the aerial photograph attached hereto as Schedule "A" (the "**Diocese Lands**"), on which the Cathedral Basilica of Christ the King is located (the "**Cathedral**");

AND WHEREAS the City owns lands adjacent to the Diocese Lands, as outlined in Schedule "A" attached hereto (the "**City Lands**");

AND WHEREAS the City wishes to construct a trail (the "**Project**") on and from the Diocese Lands to Kay Drage Park, as shown on Schedule "A" attached hereto (the "**Trail**");

AND WHEREAS the City and the Diocese each permit and wish to facilitate public access to the Trail;

AND WHEREAS on September 26, 2016, the Council of the City in adopting Item # _____ of Report _____ of the General Issues Committee authorized this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants hereinafter contained, the Parties covenant and agree as follows:

TERM

1. This Agreement shall commence on the Effective Date and shall continue through September 30, 2021 (the "**Term**"). Commencing on October 1, 2021 and on each fifth anniversary of October 1 thereafter, this Agreement shall automatically renew for consecutive five-year periods unless either Party provides the other with six (6) months written notice that it wishes to terminate this Agreement.

RIGHT TO ENTER

2. As of the Effective Date, the Diocese authorizes the City, its elected and appointed officials, officers, directors, servants, employees, volunteers, invitees, contractors, agents, assigns and insurers to enter on and use the Diocese Lands as the City may require for construction of the Project. Once the Trail is constructed, the Diocese authorizes the City and members of the public to enter on, and use, the Diocese Lands as required for the purposes of accessing, traversing and using the Trail.

CITY OBLIGATIONS

3. In connection with the construction of the Project, the City covenants as follows:

- (a) it shall create, or arrange for the creation of, the drawings and specifications for the Project, and shall advise the Diocese of any elements which directly impact the Diocese Lands;
- (b) except as otherwise provided for in this Agreement, the City shall provide or retain all workers and procure all materials required for construction;
- (c) the City shall be responsible for managing construction;
- (d) the City shall advise the Diocese of all significant developments during the course of the Project;
- (e) except as otherwise provided for in this Agreement, the City shall be responsible for all costs associated with construction;
- (f) provided the Diocese submits funds to the City as set out in section 4(b), the City shall pay all charges incurred by the City for any services, work or materials which may be supplied, done or performed in respect of the Project, and the City shall forthwith discharge any liens arising therefrom at any time claimed or registered against or in respect of the Diocese Lands or any part thereof. In the event the City shall fail to cause any such liens forthwith to be discharged after being notified thereon, then, in addition to any other right or remedy of the Diocese, the Diocese may, but shall not be obligated to, discharge same by paying the amount claimed to be due into court to discharge the lien and the amount so paid by the Diocese and all costs and expenses, including reasonable solicitor's fees on a substantial indemnity basis, incurred by the Diocese in procuring the discharge of such lien, shall be

payable by the City forthwith;

- (g) the City and all its contractors, during the construction of the Project, shall endeavor to adequately protect and preserve all existing sod, trees, shrubs and other landscaping items, if any, on the Diocese Lands which do not directly or unavoidably interfere with the design and construction of the Project; and
- (h) the City shall maintain the full length of the Trail.

DIOCESE OBLIGATIONS

4. The Diocese covenants as follows:

- (a) on request from the City, the Diocese shall provide timely review and comment on the drawings and specifications prepared by the City;
- (b) the Diocese shall on or before the Effective Date pay \$25,000 to the City as a capital contribution towards construction of the Project; and
- (c) on completion of the Project, the Diocese shall allow continuous access to the Trail and the Diocese Lands by the public. This right of use shall survive the expiry or termination of this Agreement.

LIABILITY AND INDEMNIFICATION

5. The Diocese:

- (a) shall defend, indemnify and save harmless the City, its elected and appointed officials, officers, directors, servants, employees, volunteers, invitees, contractors, agents, assigns and insurers against all actions, causes of action, suits, claims, assessments, costs and damages of any kind whatsoever, including reasonable legal fees which the City may suffer as a result of any willful misconduct or any negligence of the Diocese or those persons for whom in law it is responsible in connection with the performance or non-performance of this Agreement; and
- (b) hereby releases and forever discharges the City from any claims, actions, causes of action, suits and demands whatsoever that it has, may have or will have against the City arising from or related to the Project, except to the extent caused by the willful misconduct or negligence of the City or

those for whom in law it is responsible.

This section shall survive the expiry or termination of this Agreement.

6. The City:

- (a) shall defend, indemnify and save harmless the Diocese, its servants, contractors, agents and employees against all actions, causes of action, suits, claims, assessments, costs and damages of any kind whatsoever, including reasonable legal fees which the Diocese may suffer as a result of any willful misconduct or any negligence of the City or those persons for whom in law it is responsible in connection with the performance or non-performance of this Agreement; and
- (b) hereby releases and forever discharges the Diocese from any claims, actions, causes of action, suits and demands whatsoever that it has, may have or will have against the Diocese arising from or related to the Project, except to the extent caused by the willful misconduct or negligence of the Diocese or those for whom in law it is responsible.

This section shall survive the expiry or termination of this Agreement.

INSURANCE

7. The Diocese and City each agree with respect to their respective obligations under this Agreement to obtain and maintain a comprehensive general liability policy which

- (a) names the City or the Diocese, as the case may be, as an additional insured;
- (b) includes the following extensions of coverage:
 - Broad form Property Damage Coverage;
 - Occurrence Property Damage and Land Liability Coverage; Personal Injury Liability Coverage;
 - Blanket Contractual Liability Coverage; Completed Operations Coverage;
 - Owner's Liability and Protective Coverage; and
 - Cross Liability Coverage and Severability of Interest Provisions Non-owned Automobile Liability Coverage;
- (c) provides not less than Five Million Dollars (\$5,000,000.00) per occurrence inclusive limits of liability; and

- (d) provides that the policy shall not be cancelled, amended, modified, terminated or expire without thirty (30) days' written notice to the other Party.
- 8. These insurance coverages shall also extend to cover all liabilities assumed by each respective Party under this Agreement; extend to insure against loss of, or damage to, property owned by the City or by others; and include coverage as unnamed insureds, any person employed, appointed or retained by the City or by the Diocese, whichever case may be; and preclude subrogation claims against the other Party and any other person insured under the policy, except to the extent loss or damage is caused by that Party's or person's willful act or omission or negligence.
- 9. The Parties shall deliver to each other certificates of insurance originally signed by authorized insurance representatives, prior to the execution of this Agreement. Certificate Holder for the City will be addressed as: City of Hamilton, City Hall, 71 Main Street West Hamilton, Ontario LSP 4Y5, attn. Public Works, Parks and Cemeteries. All certificates, cancellation, nonrenewal or adverse change notices for the City will be mailed to this address.

DEFAULT

- 10. A Party shall be in default of this Agreement if it fails or neglects to comply with or perform any covenant or term of this Agreement and such failure or neglect continues for a period of five (5) days (or such longer period of time specified by the non-defaulting Party, having regard to the nature of the default) after receipt by the defaulting Party of written notice from the non-defaulting Party setting out the particulars of such non-compliance (the "**non-compliance notice period**").
- 11. If a Party is in default under this Agreement beyond the non-compliance notice period, then the non-defaulting Party may at its option:
 - (a) remedy, or cause to be remedied, any such default and all costs and expenses incurred by the non-defaulting Party in so doing shall be immediately payable by the defaulting Party upon presentation of the appropriate supporting documents including invoices; and/or
 - (b) terminate this Agreement by written notice to the defaulting Party at any time after the expiration of the non-compliance notice period.
- 12. Upon termination of this Agreement, the City shall immediately cease

construction of the Project and, within a period of twenty (20) days after termination, remove from the Diocese Lands all of its property and equipment and shall repair any damage caused to the Diocese Lands by such removal, however, under no circumstances will the City be required to restore the Diocese Lands to the condition they were in prior to this Agreement.

13. No reference to, nor exercise of, any specific right or remedy by a Party shall prejudice or preclude such party from exercising any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy but such party may from time to time exercise any one or more of such remedies independently or in combination.

NON ASSIGNMENT

14. Neither the City nor the Diocese shall assign this Agreement, or any right hereunder, without the express written agreement of the other Party. Any purported assignment contrary to this section shall be of no legal effect.

NOTICE

15. Any notice herein required or permitted to be given under this Agreement shall be delivered personally, by registered mail, email or by fax to the parties at the following addresses:

if to the City:

City of Hamilton, Public Works Department
77 James Street North, Suite 400
Hamilton ON L8R 2K3
Fax: 905-546-4515
Email:
Attention: _____

if to the Diocese:

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE
DIOCESE OF HAMILTON IN ONTARIO**
700 King Street West
Hamilton, Ontario L8P 1C7
Fax: 905-528-1088
Email:
Attention:

Any notice sent by registered mail shall be deemed to be given on the fifth

(51h) day after the day of mailing. Any notice sent by fax or email shall be deemed to be on the next business day. If the Party giving any notice, demand or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication is not to be mailed but given by personal delivery, email or by facsimile.

Each Party shall immediately advise the other Party of any change in the Party's address or contact information.

GENERAL PROVISIONS

16. Each Party covenants for itself and its servants, contractors, agents and employees that it will comply with all applicable federal, provincial and municipal laws, rules, regulations and by-laws in the performance of this Agreement.
17. A reference to any act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof.
18. This Agreement shall be governed by and construed under the laws of the Province of Ontario.
19. Time is of the essence of this Agreement, and if any extension of time shall be granted, time shall continue to be of the essence in respect of the extension of time.
20. No amendment to this Agreement shall be valid or binding unless set out in writing and executed by all the parties hereto.
21. This Agreement contains the entire agreement between the Parties with respect to the subject matter thereof.
22. This Agreement shall enure to the benefit of, and be binding upon, each of the Parties and each of their respective successors and permitted assigns.
23. The headings to each section are inserted for convenience of reference only and do not form part of the Agreement.
24. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause shall be considered separate and severable from the rest of this Agreement, and the remaining provisions shall remain in full force and effect, and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

25. Each Party covenants and agrees to provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to the access contemplated by this Agreement.

[signature page follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement by its officers duly authorized in that behalf

CITY OF HAMILTON

Name:
Title:
Date:

Approved to
Form:

Michael Kyne
Legal Services

Approved to
Content:

Name:
Dept.:

Name:
Title:
Date:

I/We have authority to bind the corporation.

**THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF
HAMILTON IN ONTARIO**

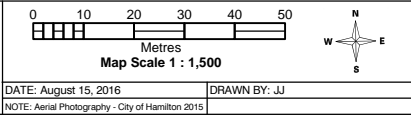
Name:
Title:
Date:

Name:
Title:
Date:

I/We have authority to bind the Diocese.



Kay Drage Park Trail Connection



Landscape
Architectural
services

Recommended Products and Suppliers

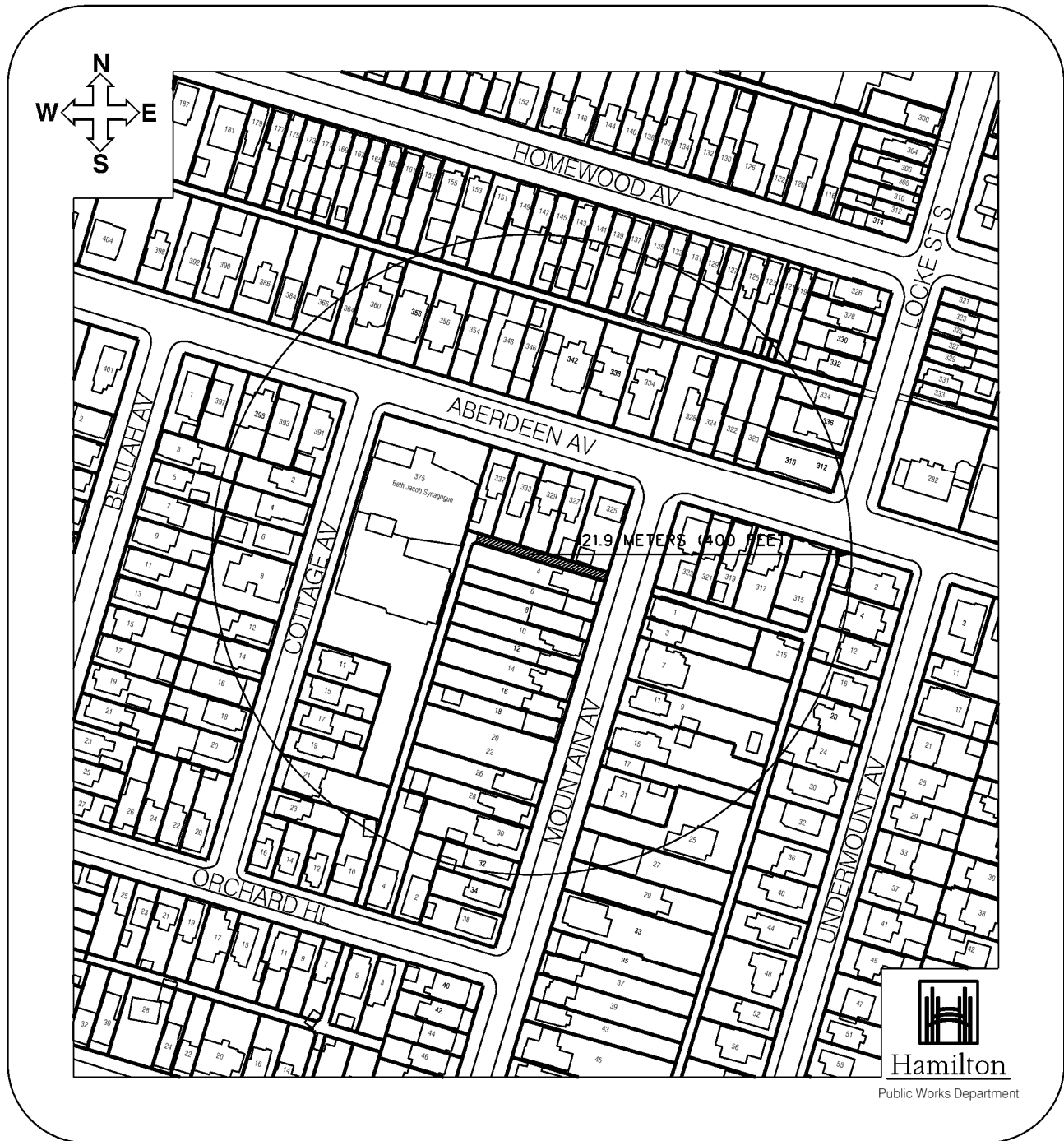
TO BE APPROVED BRAND NAMED ITEMS AND SINGLE SOURCED VENDORS TO BE NAMED IN CONTRACTUAL DOCUMENTS		
Equipment Category	Estimated Annual Expenditures	Expiry
<p>Compu-Spread Spreader Control Systems Electronic over hydraulic spreader control system manufactured by Bosch Rexroth.</p> <p>These electronic spreader control systems are used on the City's sander/salter/plow units during activation to control material distribution rates and record their usage during winter events. Roads & Maintenance has been using the Bosch Rexroth Compu-spread system since the early 2000's.</p> <p>Currently all 110 City sander/salter/plow units have the Bosch Rexroth Compu-Spread system installed in them. These units have provided good quality and are essential to deliver winter control in a cost effective manner. Historically there have been no major issues with the Compu-spread system.</p> <p>In 2016, Roads & Maintenance will be training in-house staff on a standard operating procedure to download material usage data from the Compu-spread computer to verify usage in relation to our Loader scale recording system. This will assist in the City's material usage recording outlined in the City's Salt Management plan.</p> <p>The City's Fleet Section of the Public Works Department has a process in place for Compu-spread repairs and technical training programs for fleet technicians.</p> <p>Fleet carries a significant inventory of Compu-spread maintenance and repair items and has established supply contracts to ensure timely repair of existing systems.</p>	\$200.000	December 31, 2020

Recommended Products and Suppliers

SINGLE SOURCED SUPPLIERS CURRENT AND PROJECTED VOLUME EXPENDITURES IN EXCESS OF \$10,000				
Equipment Category	Recommended Supplier	Rational	Estimated Annual Expenditures	Expiry
Auto Lube System	Goeneveld Products	Auto Lube System: The City currently has approximately 150 units on its fleet of salt/sander trucks, garbage packers and other equipment. Goeneveld Products is the only distributor in the Hamilton area.	\$30,000	December 31, 2021
Asphalt Hot Boxes	Amaco Equipment	Amaco Equipment is the authorized dealer of Falcon Asphalt Hot Box equipment, parts and service	\$20,000	December 31, 2025
Allison Transmission	Wajax Power System	Allison Transmission: Wajax is the registered distributor for Allison automatic transmissions. All of our large fleet (CVOR vehicles) are equipped with Allison automatic transmission. These major components contain very few generic parts. Service to these transmissions requires specialized diagnostic software and hardware as well as specialized tooling. Exclusive dealer of OEM Allison transmission parts, repair and diagnostic service within 50km of Central Garage.	\$100,000	December 31, 2020

Recommended Products and Suppliers

PRODUCTS AND SUPPLIERS REMOVED FROM STANDARDIZATION OF FLEET EQUIPMENT AND PARTS – (CITY WIDE PW09074A)		
Equipment Category	Recommended Supplier	Reason for Removing
Auto Lube System	Lubrication Solutions is the only distributor in the Hamilton area of Groeneveld products.	Lubrication Solutions is no longer a distributor for Groeneveld products.
Econotron II jib cranes		Operations and revised work processes have decreased the requirement for this type of equipment.
Hako Sidewalk Sweepers	The Equipment Specialist	The recommended supplier no longer sells this product line.
Allison Transmission	Wajax Industries	The company has made some corporate restructuring to their operations and now sells Allison Transmission parts and service under the name of Wajax Power Systems



LOCATION PLAN

PROPOSED CLOSURE AND SALE OF
A PORTION OF PUBLIC UNASSUMED
ALLEY ABUTTING

4 Mountain Avenue

CITY OF HAMILTON
PUBLIC WORKS DEPARTMENT

LEGEND



SUBJECT LANDS

DATE: August 23, 2016

Not to Scale

REFERENCE FILE NO : PW10__