

**WATERFRONT OUTDOOR RINK MANAGEMENT AGREEMENT**  
(the "Agreement")

**THIS AGREEMENT** is effective as of January 1, 2017 (the "Effective Date")

**B E T W E E N:**

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

- and -

**THE HAMILTON WATERFRONT TRUST** (the "HWT")

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

**WHEREAS** the City is the owner of certain lands located in the City of Hamilton known as Pier 8 more particularly described in Schedule "A" to this Agreement (the "City Lands");

**AND WHEREAS**, on June 11, 2008, City Council ("Council") approved \$4.2 million for the construction of an outdoor rink on Pier 8 (the "Rink") on lands formerly owned by Her Majesty that are leased to the HWT on a forty-five year term ending April 30th, 2054 ("Her Majesty's Land Lease Agreement") and are adjacent to the City Lands currently leased to the HWT on a fourteen year term ending October 31, 2019 (the "City Land Lease Agreement");

**AND WHEREAS**, Council, at its meeting on November 16, 2011, approved Item 8.4 of the General Issues Committee Report 11-033 and agreed to permit the HWT to operate, maintain, manage and develop the Rink for the City upon such terms and conditions as are set out in this Agreement;

**AND WHEREAS** the Hamilton Waterfront Trust was formerly known as the Hamilton Harbour Development Trust having changed its name and incorporating under the *Canada Corporations Act*;

**AND WHEREAS** the Hamilton Harbour Development Trust was granted the authority to invest certain funds, in accordance with the Deed of Trust Agreement dated November 24, 2000 between the City of Hamilton and the Hamilton Harbour Commission;

**AND WHEREAS** the HWT has accepted the responsibility of constructing, operating, maintaining, managing and developing the Rink for the City on lands leased by the HWT for the use and benefit of the citizens of Hamilton;

**AND WHEREAS** the City will, in accordance with the terms and conditions of this Agreement, reimburse the HWT in amounts not exceeding the budget approved by Council, for expenditures and costs incurred by the HWT properly attributable to the carrying out of the provisions of this Agreement;

**AND WHEREAS**, on [insert date], Council approved spending in the amount of \$333,795 towards the annual operating, maintenance and management costs of the Rink;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises and of the covenants hereinafter contained, the City and the HWT on behalf of themselves and their respective successors and assigns, covenant and agree each with the other as follows:

1. **EXCLUSIVE AUTHORITY**

The HWT shall have the exclusive authority to operate, maintain and manage on behalf of the City, the Rink including the surrounding grounds more particularly described in Schedule "A" as well as the Lands, Buildings, Fixtures and Chattels described in Schedule "B".

2. **REAL PROPERTY COMPLIANCE**

The HWT hereby acknowledges and agrees to comply with all terms and conditions of the City Land Lease Agreement (copy attached as Schedule "C") and Her Majesty's Land Lease Agreement (copy attached as Schedule "D").

3. **OWNERSHIP OF PERSONAL PROPERTY**

The HWT acknowledges and agrees that any and all personal property located, as of the Effective Date, in and about the Rink, except for such personal property owned or leased by the HWT in its own name, is, as between the City and the HWT, the sole and exclusive property of the City, as will be any and all subsequently acquired personal property purchased or acquired by the HWT through the expenditure of trust monies under this Agreement.

4. **TAXES**

Any and all taxes, rates and levies charged against the Rink including its operations and concessions shall be the responsibility of the HWT or any lessees or concessionaires of the HWT, as the case may be.

5. **OPERATION, MAINTENANCE AND MANAGEMENT OF PARK**

- (1) The HWT shall, within the limits imposed by the budget approved by Council and in a manner consistent with the purposes of the Rink and consistent with the policies, practices, procedures, resolutions, standards and by-laws of the City, operate, maintain, manage and secure the Rink.
- (2) Subject to the limitations and restrictions set out in subsection 5(1) of this Agreement, the HWT shall have the authority to do the following:
  - (a) establish the character of the Rink;
  - (b) establish, modify, discontinue and re-establish all services and facilities in the Rink; and
  - (c) fix the location and nature of such services and facilities.
- (4) Notwithstanding the above, the HWT shall not dispose, remove or dismantle the Rink without the prior written approval of the City. The Rink shall be free of charge unless Council approves otherwise.

6. **STAFF AND REPAIRS**

Without limiting the generality of the provisions of the preceding section 5, and subject always to the limitations and restrictions set out in subsection 5(1) of this Agreement, the HWT, on behalf of the City, may do any or all of the following:

- (1) **Staff:** Hire such staff as it considers necessary to operate the Rink; and
- (2) **Repairs:** Repair and replace any and all Rink structures, equipment and facilities and grounds (whether in existence on the Effective Date or subsequently acquired or erected) and modify the same or any of them and change the uses to which they may be put from time to time for the purpose of better employing the same in the operation of the Rink.

7. **BUDGETS**

- (1) For base year 2017, the City shall fund the HWT to a maximum amount of \$333,795 as outlined in Schedule "E", Table 1 comprised of:
  - (a) base funding of \$303,450 (the "**Base Funding Amount**") which shall, while redressing other expenses, reimburse the HWT for the hydro, sewer and water costs that arise directly from the HWT's operation of the Rink; plus
  - (b) a management fee calculated at 10% of the Base Funding Amount (the "**Management Fee**") or \$30,345.
- (2) For subsequent years, the City shall fund the HWT to a maximum amount equal to 110% (including the 10% Management Fee) of:
  - (a) the Base Funding Amount, less the actual hydro costs, and minus 75% of the actual water and sewer costs, that arise directly from the HWT'S operation of the Rink for the previous year, multiplied by the percentage increase/decrease in the City's property tax impact in the most recent taxation year [for example, (\$303,450, minus actual hydro costs, minus 75% of the HWT's water and sewer charges) x 1.7%]; plus
  - (b) the actual hydro costs, and 75% of the water and sewer costs, all as directly applicable to the HWT's operation of the Rink for the previous year.

8. **CONSIDERATION OF BUDGET**

The City shall consider each annual budget proposal for the Rink after it has been presented by the HWT pursuant this Agreement and may approve such budget or make any changes to such budget and communicate such approval or such changes to the HWT within thirty (30) days next following the presentation of the budget by the HWT to the City.

9. **CHANGE IN BUDGET AND TERMINATION OF AGREEMENT**

In the event that the City requires any change in a budget proposed by the HWT which has not been resolved by discussion between the Parties, the HWT may at any time within sixty (60) days of receipt of notice from the City of such required change elect to immediately terminate this Agreement, and shall communicate written notice of such termination to the City. Such termination shall not take effect until the end of the winter operating season (being April 30) of any given year.

10. **DEEMED ACCEPTANCE OF CHANGE IN BUDGET**

In the event that the City directs a change in a budget requested by the HWT and the HWT does not elect to terminate this Agreement, the HWT shall be deemed to have accepted the change and will be considered to have modified its budget in conformity with such change and to continue the performance of its duties and obligations and the acceptance of its liabilities under this Agreement.

11. **FUNDING APPROVAL**

Once funding has been approved by the City (whether as requested by the HWT or as modified by the City and, if necessary, as having been deemed to have been accepted by the HWT pursuant to section 10 of this Agreement), the City shall provide the funding in response to the invoicing schedule outlined in section 12 of this Agreement.

12. **PAYMENT SCHEDULE**

The HWT shall invoice the City for the funding approved pursuant to this Agreement in two installments:

- (a) the first invoice shall be sent to the City in January of each year and shall contain up to 70% of the HWT's approved funding for the year; and
- (b) the second invoice shall be sent to the City by September 1 of each year and shall be comprised of the HWT's actual expenses incurred up to a maximum of 30% of the HWT's approved funding for the year.

13. **INSURANCE AND INDEMNIFICATION**

*Insurance Requirements:*

- (1) The HWT shall obtain and maintain at its own expense, including the cost of any applicable deductibles, the following policies of insurance (no subcontracting of any portion of the services shall in any way relieve the HWT of its insurance obligations under this Agreement):

- (a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, liquor liability (if applicable), incidental medical malpractice including rendering or failure to render first-aid, broad form property damage, and contingent employer's liability coverage, having an inclusive limit of not less than **\$5,000,000** per occurrence and in the aggregate. Coverage shall be included for pollution liability arising from "hostile fires" and the storage and use of fuels and chemicals. Alternatively, any portions of the above coverages may be provided under a separate policy form. Policy to include the City named as an additional insured, to the extent of the HWT's obligations to the City under this Agreement;
  - (b) with respect to the third party operation of food service or other concessions, \$5,000,000 per occurrence and if applicable endorsed to include Host Liquor Liability;
  - (c) All Risk Property Insurance including coverage for Flood and Earthquake, to be provided on all improvements and facilities (including fixtures permanently attached thereto, tenant's improvements, equipment and any other objects mechanical or otherwise) in use by the HWT in an amount not less than 100% of their full replacement cost;
  - (d) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the HWT for the provision of services;
  - (e) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence or such greater amount as the City may from time to time request, in respect of vehicles not owned by the HWT, that are used or operated on its behalf for the provision of services under this Agreement; and
  - (f) Comprehensive Crime Insurance, broad form coverage endorsed to include third parties, to adequately protect the HWT and the City against loss of monies, securities or other properties, including property of the City while such property is in the HWT's care, custody, and control, for dishonesty, disappearance and destruction, to protect against incidents arising out of but not limited to theft, robbery or burglary; having a limit of not less than \$50,000 for Employee Dishonesty (Commercial Blanket Form A), Loss inside the premises, and loss outside the premises.
- (2) The HWT shall maintain Property Insurance and Business Interruption insurance to cover loss of revenues, profits, extra expenses and rental expense, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including its equipment, tools, stock, used in connection with this Agreement.

- (3) All policies of insurance shall:
  - (a) provide for a deductible amount of no greater than \$50,000, or such other amount(s) as the City, at its sole discretion, may deem appropriate;
  - (b) be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the City, that is licensed to carry on business in Ontario;
  - (c) be maintained continuously during the course of carrying out the obligations under this Agreement; or for such period of time as may be required after completion of the Term, as deemed necessary by the City,
  - (d) contain cross liability and severability of interest provisions, as may be applicable;
  - (e) preclude subrogation claims against the City and any other person insured under the policy; and
  - (f) provide that at least 30 days prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the City by the Insurer before the Insurer or HWT takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
- (4) The City reserves the right to require the HWT to purchase such additional insurance coverage as the City’s Risk Management Services Office may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements due to material or significant change arising from such matters as the nature of the work, contract value, industry standards, and availability of insurance as the City may reasonably require.
- (5) Any insurance coverage acquired under this Agreement shall in no manner discharge, restrict or limit the liabilities assumed by the HWT under this Agreement. The dollar limit of insurance coverage shall not be limited by the dollar amount of this Agreement.
- (6) The HWT shall pay all premiums on its policies as they become due provided that the City may pay premiums as they become due and deduct the amount thereof from moneys due from the City to the HWT should the HWT fail to do so.
- (7) It is the responsibility of the HWT to ensure that its contractors, subcontractors, of every description, obtain and maintain insurance coverage as required by this section 13.
- (8) The limits of this Insurance shall be the greater of those limits that apply in equivalent insurance coverages maintained by the HWT from time to time in connection with the operation of its conservation areas or those limits established by the City’s policies. The cost of such required Insurance coverage shall be included as a component in the budget to be presented by the HWT pursuant to section 7 of this Agreement.

*Proof of Insurance:*

- (9) The HWT shall deposit with the City such evidence of its insurance as provided in or required under this Agreement,
  - (a) at the time of execution of this Agreement, and
  - (b) thereafter during the Term of this Agreement, no later than 20 business days prior to the renewal date of each applicable policy, the HWT shall deposit with the City an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of City contract, name of Insurer, name of Broker, name of Insured, name of Additional Insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the City's election) a certified copy of the insurance policy or policies required under section 13. Certificate Holder will be addressed as the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5 attn: Risk Management. All certificates, cancellation, non-renewal or adverse change notices should be mailed to this address.
- (10) The HWT shall not do or omit to do anything that would impair or invalidate the insurance policies.
- (11) Delivery to, and examination or approval by, the City of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the HWT of any of its indemnification or insurance obligations under this Agreement. The City shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the HWT in the event such insurance coverage is not in compliance with the requirements set out in this Agreement.

*Notice of Accident, Injury or Harm*

- (12) HWT shall give immediate notice to the City, no later than seventy-two (72) hours after, and a written report with complete details thereof, of any accident, injury or harm to any person on or using the Rink and grounds or of any damage, loss or defect in or to any part of the Park or any damage or loss of any property of any person using the Rink and grounds or any damage or loss of any property of the City on or at the Rink and grounds which comes to the attention of HWT, its officers, employees, members, servants or contractors, notwithstanding that the City may not have any obligation with respect to same.

*Indemnification*

- (13) HWT shall indemnify and shall defend and save the City, its officials, officers, and employees harmless from and against any claims, proceedings, fines, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of HWT's carrying out or its failure or omission to carry out or in carrying out any obligation or part thereof to which it is subject under laws or this Agreement, or in exercising any right to which it is entitled, under this Agreement, except to the extent that the same are caused by the negligence of the City or other person entitled to indemnification under this section in carrying out or its failure or omission to carry out or in carrying out any obligation or part thereof to which it is subject under laws or this Agreement.
- (14) The right of indemnification granted to the City or other person entitled to indemnification under subsection (13) shall extend to any amount paid by that person in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but that person shall serve prior notice of any intended settlement on HWT, at least five (5) business days prior to agreeing to any such settlement.
- (15) The City may enforce the rights of indemnity conferred on the officials, officers, and employees of the City under subsection (13) on their behalf and to the same extent as if they were parties to this Agreement.
- (16) The rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the City, its officials, officers and employees provided under this Agreement.
- (17) The rights to indemnity provided for in this section shall survive the expiration or any termination of this Agreement.

14. **SEPARATE BOOKS OF ACCOUNT**

The HWT shall keep and maintain proper and separate books of accounts for revenues and expenditures in relation to the Rink and grounds, which books shall be audited separately by an Auditor independent of the HWT, and the HWT shall provide the City with a copy of such Auditor's statement annually when available. In addition, the HWT will make the books of accounts available for inspection or audit or both, at any time, by the City's Internal Auditor, if so requested. For these purposes, the independent Auditor or Internal Auditor, as the case may be, may make copies of such accounts or take extracts from them. The HWT shall afford all facilities for such inspections and audits and shall furnish the independent Auditor or Internal Auditor, as the case may be, with all such information and such assistance and co-operation as she or he may from time to time require with reference to such accounts. The HWT shall not, without the written consent of the General Manager of Finance and Corporate Services for the City, dispose of any such accounts, but shall preserve and keep the same available for inspection and audit in accordance with the financial documents retention periods established for the HWT by the Province of Ontario in right of Canada or by law.



15. **TERM**

This Agreement is effective as of the Effective Date and shall, subject to section 22, expire on December 31, 2021 (the "Initial Term") unless terminated beforehand in accordance with this Agreement.

15.1 **CITY'S OPTIONS TO EXTEND AGREEMENT**

The City shall be entitled to extend this Agreement for two (2) additional five (5) year periods (each an "Extension Term" which together with the "Initial Term" shall constitute the "Term") on the same terms and conditions on providing written notice to the HWT no later than ninety (90) days prior to the end of the Initial Term or an Extension Term as the case may be (or such other deadline as the Parties may agree).

16. **TERMINATION**

Despite any other provision of this Agreement, either Party may, at any time upon six (6) months' notice to the other Party, terminate this Agreement.

17. **AUDITED FINANCIAL STATEMENT UPON TERMINATION**

Upon the termination of this Agreement, the HWT shall submit an audited financial statement of its Rink accounts and shall immediately afterward remit to the City any unspent or trust monies received from the City pursuant to this Agreement.

18. **LEGAL CAPACITY OF AUTHORITY**

The HWT represents to the City that the HWT has the legal capacity and power to enter into this Agreement and to perform and meet, as the case may be, any and all duties, liabilities and obligations as may be required of it under this Agreement.

19. **RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to mean that the City and the HWT are partners or joint venturers, or have any relationship (including master and servant, principal and agent, and employer and employee). At all times, it is hereby recognized that the HWT is an independent contractor.

20. **EFFECTIVE DATE OF AGREEMENT**

**INTENTIONALLY DELETED**

21. **TIME IS OF THE ESSENCE**

The HWT agrees that time shall be of the essence and any dates or deadlines set out in this Agreement are to be strictly adhered to.

22. **OUTSTANDING OBLIGATIONS**

This Agreement does not expire or terminate until all duties, liabilities and obligations of the HWT under this Agreement have been discharged, in whole, to the satisfaction of the General Manager of Finance & Corporate Services for the City.

23. **DEFAULT**

Notwithstanding anything to the contrary in this Agreement, where the HWT fails to repay any loan in accordance with the terms of this Agreement or is otherwise in default under or in breach of this Agreement, the City, without the necessity of any further notice or demand, may exercise against the HWT all rights and remedies that it may have under this Agreement or otherwise by statute or by common law. No delay or omission by the City in exercising any such right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of them shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of the City granted or recognized in this Agreement are distinct, separate and cumulative and may be exercised at any time and from time to time independently or in combination.

24. **ASSIGNMENT**

Neither this Agreement nor any part of it shall be assigned by the HWT without the prior written approval of Council, which may be arbitrarily or unreasonably withheld. Any attempt by the HWT to assign this Agreement without such approval of Council is void.

25. **NOTICE**

All notices, or any other thing to be given or delivered pursuant to this Agreement, unless otherwise specified, shall be given in writing and delivered personally, transmitted by facsimile or by prepaid registered mail, and addressed:

(a) to the City at:

City of Hamilton  
Public Works Department, General Manager's Office  
77 James Street North, Suite 320  
Hamilton, ON L8R 2K3  
**Attention: General Manager**  
Fax: 905.546.4481

with a copy to:

City of Hamilton, City Hall  
71 Main Street West  
Hamilton ON L8P 4Y5  
**Attention: City Clerk**  
Fax: 905.546.2095

(b) to the HWT at:

The Hamilton Waterfront Trust  
47 Discovery Drive  
Hamilton, ON L8L 8K4  
**Attention: Werner Plessl, Executive Director**  
Fax: 905.540.4498

or such other address as the City or HWT may, from time to time, advise each other by notice in writing. All notices delivered by facsimile shall be deemed received upon mechanical confirmation of transmittal. All notices mailed hereunder shall be deemed to have been given and received by the addressee seventy-two (72) hours following mailing. In the event of actual or threatened postal interruption, all notices shall be delivered personally or by facsimile. Each Party shall immediately advise the other of any change in its contact information for notice purposes.

26. **SEVERABILITY**

If any of the provisions of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it.

27. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada as applicable in the Province.

28. **GENDER AND NUMBER**

This Agreement shall be read with such changes of gender or number or corporate status as the context may require.

29. **HEADINGS**

Any note appearing as a heading in this Agreement has been so inserted for convenience and reference only and of itself cannot define, limit or expand the scope of meaning of this Agreement or any of its provisions.

30. **SCHEDULES**

(1) The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part of this Agreement by reference and deemed to be a part of this Agreement:

Schedule "A" – Map and Description of Property;  
Schedule "B" – Lands, Buildings, Fixtures and Chattels;  
Schedule "C" – City Land Lease Agreement;  
Schedule "D" – Her Majesty Land Lease Agreement; and  
Schedule "E" – HWT's 2017 Rink Operating Budget.

- (2) In the event of any inconsistency between this Agreement and the Schedules referred to in Subsection 30(1) of this Agreement or in the event that these Schedules impose greater obligations on the City, this Agreement governs. Despite the foregoing, any provisions in the Schedules which would impose any greater obligations on the HWT shall govern to the extent of such additional obligation.

31. **BINDING AGREEMENT**

This Agreement shall enure to the benefit of and be binding upon the respective successors, administrators and assigns of each of the Parties.

32. **ENTIRE AGREEMENT**

This Agreement contains the entire and only understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements, arrangements, promises, representations or other understandings, whether written or oral, between them. This Agreement shall not be amended, in any way, except in writing executed by both Parties with the same formalities, including all necessary prior approvals, as this Agreement.

33. **COUNTERPARTS**

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. All signatures need not be on the same counterpart.

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**[Remainder of page intentionally left blank - execution page follows]**

**IN WITNESS WHEREOF** the Parties have hereunto affixed their corporate seals attested to by the hands of their respective proper signing officers in that behalf duly authorized.

**HAMILTON WATERFRONT TRUST**

Signed for and on behalf of the Hamilton Waterfront Trust by:

Signed \_\_\_\_\_ Signed \_\_\_\_\_  
Name: Bob Charters c/s Name: Werner Plessl c/s  
Title: Chairman Title: Executive Director

Date \_\_\_\_\_ Date \_\_\_\_\_  
"I have the authority to bind the Corporation" "I have the authority to bind the Corporation"

**CITY OF HAMILTON**

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

Signed \_\_\_\_\_  
Name: Mike Zegarac  
Title: GM, Finance and Corporate Services

Date \_\_\_\_\_

*Approved As To Content Public Works Department*

\_\_\_\_\_  
Name:  
Title:  
Date:

*Approved As To Content Corporate Services Department*

\_\_\_\_\_  
Name: Joe Spiler  
Title: Manager of Capital Budgets & Development  
Date:

*Approved As To Form Legal Services*

\_\_\_\_\_  
Name: Michael Kyne  
Title: Solicitor  
Date:

<p>Authorized by Report No. FCS17040 of the General Issues Committee adopted by the Council of the City of Hamilton on the 14th day of June, 2017 File Number:</p>
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**SCHEDULE "A"**  
**MAP AND DESCRIPTION OF PROPERTY**

"City Lands" means the lands described as Township of Barton, City of Hamilton, being part of Parts 15, 48, 49 and all of Part 17 on Reference Plan 62R-15663 being part of PIN 17579-0062(R), consisting of approximately 1019 square meters, and more particularly described on the plan attached hereto at Schedule "A".



**SCHEDULE "B"**  
**LANDS, BUILDINGS, FIXTURES AND CHATTELS**

1. All real and personal property comprising and located in and about the City Lands known as Pier 8 including the surrounding grounds, more particularly described in Schedule "A" of this Agreement and notwithstanding the generality of the foregoing, all lands, buildings and building contents, fixtures, structures, improvements and chattels located in, about or upon the said lands and premises and including any and all inventory of saleable goods on the property at the time of the delivery of this Agreement.
  
2. All real and personal property which is part of the Pier 8 Outdoor Rink Park and grounds but which is not located on the land and premises.

**SCHEDULE "C"**  
**CITY LAND LEASE AGREEMENT**  
(to be added before signatures)



**SCHEDULE "D"**  
**HER MAJESTY'S LAND LEASE AGREEMENT**  
(to be added before signatures)

## SCHEDULE "E"

## Hamilton Waterfront Trust

## Outdoor Rink – 2017 Operating Budget (January 1 to December 31)

## Expenditures

Item	Description	2017 Winter	2017 Summer	2017 Budget
1	Staffing and Benefits	\$ 85,000	\$ 138,200	\$223,200
2	Clothing	500	200	700
3	Staff Training / Safety Equipment	400	200	600
4	Equipment Main. / Repair / Replacement	7,000	900	7,900
5	Gas	1,400	700	2,100
6	Hydro	39,000	16,200	55,200
7	Water / Sewer	8,800	3,600	12,400
8	Insurance	11,000	5,600	16,600
9	Fuel (gas and propane)	1,500	300	1,800
10	Programming, music	400	400	800
11	Signage	700	500	1,200
12	Permits / Licences	500	200	700
13	Materials / Supplies	2,000	1,200	3,200
14	Contractual Services	14,400	1,200	15,600
15	Miscellaneous	<u>850</u>	<u>600</u>	<u>1,450</u>
	Sub-total	173,450	170,000	303,450
	Less Skate Concession Revenues	<u>0</u>	<u>(40,000)</u>	<u>0</u>
	Sub-total	173,450	130,000	303,450
	Plus Administration (10%)	<u>17,345</u>	<u>13,000</u>	<u>30,345</u>
	Total	<u>\$190,795</u>	<u>\$143,000</u>	<u>\$333,795</u>