



GENERAL ISSUES COMMITTEE REPORT 19-020

9:30 a.m.

Wednesday, October 16, 2019

Council Chambers

Hamilton City Hall

71 Main Street West

Present: Mayor F. Eisenberger, Deputy Mayor J. Partridge (Chair)
Councillors M. Wilson, J. Farr, N. Nann, S. Merulla, C. Collins,
T. Jackson, E. Pauls, J. P. Danko, B. Clark, M. Pearson, B. Johnson,
L. Ferguson, A. VanderBeek, T. Whitehead

THE GENERAL ISSUES COMMITTEE PRESENTS REPORT 19-020 AND RESPECTFULLY RECOMMENDS:

1. **Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake (FCS19080) (City Wide) (Item 9.1)**
 - (a) That the projects listed in Appendix "A" to Report 19-020, be approved as the City of Hamilton's submission for consideration to the Ontario Ministry of Infrastructure for the approximate requested funding amount of \$233.3 M for projects with total project costs of \$318.2 M in accordance with the terms and conditions associated with the Investing in Canada Infrastructure Program, Community, Culture and Recreation Stream;
 - (b) That the Mayor and City Clerk be authorized and directed to execute all necessary documentation, including Funding Agreements to receive funding under Investing in Canada Infrastructure Program, Community, Culture and Recreation Stream, with content satisfactory to the General Manager of Corporate Services and in a form satisfactory to the City Solicitor;
 - (c) That, where required to give effect and authorize the signing of a Transfer Payment Agreement between the City of Hamilton and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario, to receive funding under Investing in Canada Infrastructure Program, Community, Culture and Recreation Stream, Legal

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Services staff be directed to prepare a By-law in the form satisfactory to the City Solicitor for consideration by Council;

- (d) That, where required to give effect and authorize the signing of amendments to the Transfer Payment Agreement between the City of Hamilton and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario, to receive funding under Investing in Canada Infrastructure Program, Community, Culture and Recreation Stream, Legal Services staff be directed to prepare By-law(s) in the form satisfactory to the City Solicitor for consideration by Council;
- (e) That, should the City's submission for the Investing in Canada Infrastructure Program, Community, Culture and Recreation Stream, be approved, staff be directed to report back to the General Issues Committee to seek approval of a financing strategy, inclusive of future tax supported levy increases related to eligible project costs between 2021 to 2026 (as outlined in Appendix "A" to Report 19-020); and,
- (f) That copies of Report FCS19080, respecting Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake, be forwarded to local Members of Parliament and local Members of Provincial Parliament.

2. Airport Sub-Committee Report 19-004 - September 20, 2019 (Item 10.2)

- (a) **TradePort / City Lease Negotiation Information Report (PED19084(a)) (City Wide) (Item 14.2)**
 - (i) ***That Report PED19084(a), respecting the TradePort / City Lease Negotiation Information Report, be referred back to the Airport Sub-Committee, with the revised Appendix "B" to Report PED19084(a), for further discussion; and,***
 - (ii) That the contents of Report PED19084(a), respecting TradePort / City Lease Negotiation Information Report, remain confidential.
- (b) **Provincial Officer's Order Regarding PFAS Discharges from the John C. Munro Hamilton International Airport (PED19199) (City Wide) (Item 14.3)**

That the contents of Report PED19199, respecting Provincial Officer's Order Regarding PFAS Discharges from the John C. Munro Hamilton International Airport, remain confidential.

3. Capital Projects Work-in-Progress Review Sub-Committee Report 19-005 – September 25, 2019 (Item 10.3)

(a) Capital Projects Closing Report as of June 30, 2019 (FCS19078) (City Wide) (Item 10.1)

- (i) That the General Manager of Finance and Corporate Services be authorized and directed to transfer a combined \$270,079.63 to the Unallocated Capital Levy Reserve (108020) and other Program Specific Reserves / Funding Sources to the capital projects as outlined in Appendix “B” to Report 19-020;
- (ii) That the General Manager of Finance and Corporate Services be directed to close the completed and / or cancelled capital projects listed in Appendix “C” to Report 19-020, in accordance with the Capital Closing Policy;
- (iii) That Appendix “C” to Report FCS19078, Capital Projects Budget Appropriations for the period covering January 1, 2019 through June 30, 2019, be received for information;
- (iv) That unspent funds in the Council Priority Minor Maintenance Capital Projects, established prior to the 2018 Ward boundary changes, be transferred between the Council Priority Minor Maintenance Capital Projects, based on the 2018 unweighted residential and non-residential property assessment once the projects are completed for closure; and,
- (v) That Appendix “D” to Report 19-020, Capital Projects Budget Appropriations above \$250,000 January 1, 2019 through June 30, 2019 totalling \$537,603.91, be approved.

(b) Public Works - Capital Projects Status Report as of June 30, 2019 (FCS19077) (City Wide) (Item 10.2)

- (i) That the Capital Projects Status Report, Public Works Tax Supported Projects, as of June 30, 2019, attached as Appendix “A” to Report FCS19077, be received; and,
- (ii) That the Capital Projects Status Report, Public Works Rate Supported Projects, as of June 30, 2019, attached as Appendix “B” to Report FCS19077, be received.

4. Capital Projects Work-in-Progress Review Sub-Committee Report 19-006 – September 26, 2019 (Item 10.4)

(a) Capital Projects Status Report (Excluding Public Works) as of June 30, 2019 (FCS19079) (City Wide) (Item 10.1)

That the Capital Projects Status Report (excluding Public Works), as of June 30, 2019, attached as Appendix “A” to Report FCS19079, be received.

5. Strategies to Reduce Property Tax Arrears (FCS19081) (City Wide) (Item 10.5)

- (a) That effective January 1, 2020, the frequency of Reminder Notices mailed to taxpayers with property tax arrears be increased from the existing four reminder notices per year to seven reminder notices per year; and,
- (b) That the item respecting Strategies to Reduce Property Tax Arrears be considered complete and removed from the General Issues Committee’s Outstanding Business List.

6. Hamilton Business Centre - Funding Agreement (PED19202) (City Wide) (Item 10.6)

- (a) That the Mayor and Clerk be authorized and directed to execute all necessary documentation, including Transfer Payment Agreements, amendments, renewals and ancillary documents that are required to receive funding from the Ministry of Economic Development, Job Creation and Trade in connection with the programs and initiatives delivered within the Small Business Enterprise Centre with content satisfactory to the General Manager of Planning and Economic Development and in a form satisfactory to the City Solicitor;
- (b) That staff be authorized and directed to implement and execute the programs and services delivered within the Small Business Enterprise Centre; and,
- (c) That, where required to give effect and authorize the signing of a Transfer Payment Agreement, amendments, or renewals between the City of Hamilton and Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to receive funding in connection with the programs and initiatives delivered within the Small Business Enterprise Centre, Legal staff be directed to

prepare By-law(s) in the form satisfactory to the City Solicitor for consideration by Council.

7. Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East (PED19192) (Ward 3) (Item 10.7)

- (a) That a Barton Kenilworth Tax Increment Grant Program application submitted by Malleum Real Estate Partners III (Tyler Pearson/Greg Clewer), for the property at 301-303 Barton Street East, Hamilton, estimated at \$35,042.70 over a maximum of a nine-year period, and based upon the incremental tax increase attributable to the renovations of 301-303 Barton Street East, Hamilton, be authorized and approved, in accordance with the terms and conditions of the Barton Kenilworth Tax Increment Grant Program;
- (b) That the Mayor and City Clerk be authorized and directed to execute a Grant Agreement together with any ancillary documentation required, to effect to the Barton Kenilworth Tax Increment grant for Malleum Real Estate Partners III (Tyler Pearson/Greg Clewer), for the property at 301-303 Barton Street East, Hamilton, in a form satisfactory to the City Solicitor;
- (c) That the Mayor and City Clerk be authorized and directed to execute such assigning agreement, as required, and any ancillary documents to give effect to the Barton Kenilworth Tax Increment grant for Malleum Real Estate Partners III (Tyler Pearson/Greg Clewer), for the property at 301-303 Barton Street East, Hamilton, in a form satisfactory to the City Solicitor; and,
- (d) That the General Manager of the Planning and Economic Development Department be authorized to approve and execute any Grant Amending Agreements, together with any ancillary amending documentation, if required, to give effect to the Barton Kenilworth Tax Increment grant for Malleum Real Estate Partners III (Tyler Pearson/Greg Clewer), for the property at 301-303 Barton Street East, Hamilton, provided that the terms and conditions of the Hamilton Tax Increment Grant Program, as approved by City Council, are maintained.

8. Victoria Day Celebration and Fireworks in Dundas (PED19181) (Ward 13) (Item 10.8)

- (a) That the Mayor and Clerk be authorized and directed to execute a License and Service Agreement between the Dundas Valley Rotary Club Sunrise and the City of Hamilton, attached as Appendix "E" to Report 19-020, for

the delivery of the annual Victoria Day Celebration and Fireworks for a one-year term beginning in 2020, with the option to renew for four subsequent years, in a form satisfactory to the City Solicitor, with the Dundas Valley Rotary Club Sunrise to be provided \$35,000 annually from the City of Hamilton for each year a license and service agreement is in place, to be funded from the Planning and Economic Development Department operating budget; and,

- (b) That the Victoria Day Celebration event License and Service Agreement fee increase of \$5,500 be added to the base budget in the Planning and Economic Development Department operating budget (Dept ID 709106) for 2020 and beyond.

9. Hate Related Activities on City of Hamilton Properties (LS19031/PW19068(a)/CM19006(a)) (City Wide) (Item 10.9)

- (a) That the Trespass By-law, attached as Appendix “D” to Report LS19031/PW19068(a)/CM19006(a), which has been prepared in a form satisfactory to the City Solicitor, be approved; and,
- (b) That the updates provided within Report LS19031/PW19068(a)/CM19006(a), be received.

10. Red Hill Valley Parkway Enquiry Update (LS19036) (City Wide) (Item 10.10)

- (a) That the Funding Approval Guidelines for individuals seeking Standing at the Judicial Inquiry, recommended by the Commissioner and attached as Appendix “F” to Report 19-020, be approved;
- (b) That the direction provided to staff in Closed Session, respecting Report LS19036, the Red Hill Valley Parkway Enquiry Update, be approved;
- (c) That the direction provided to staff in Closed Session, respecting Report LS19036, the Red Hill Valley Parkway Enquiry Update, remain confidential until approved by Council on October 23, 2019; and,
- (c) That the Confidential Appendix “D” to Report LS19036, respecting the Red Hill Valley Parkway Enquiry Update, remain confidential.

**11. Potential Regulatory Litigation Update (PW19008(c)/LS19004(c)) (City Wide)
(Item 14.2)**

- (a) That the direction provided to staff in Closed Session respecting Report PW19008(c)/LS19004(c) – Potential Regulatory Litigation Update, be approved; and,
- (b) That Report PW19008(c)/LS19004(c), respecting a Potential Regulatory Litigation Update, remain confidential.

**12. Material Recycling Facility Request for Proposals (LS19040) (City Wide)
(Item 14.5)**

(Ferguson/Jackson)

- (a) That the direction provided to staff in Closed Session, respecting Report LS19040, Material Recycling Facility Request for Proposals, be approved; and,
- (b) That Report LS19040, respecting the Material Recycling Facility Request for Proposals, remain confidential.

FOR INFORMATION:

Deputy Mayor Partridge acknowledged the passing of the following Iconic Hamiltonians and offered condolences on behalf of the City:

Milli Gould, Owner/Operator of Milli's Fashion for Women on Main Street West for the past 50 years.

Fern Viola, the "Voice of Hamilton", who worked with Veterans Affairs Canada as a civil servant until his retirement in 2013 at the age of 87.

Former Regional Chair, Anne Jones, who proudly represented the City of Hamilton in municipal politics for 23 years; and, in 1973, was appointed the first Chairman of the Regional Municipality of Hamilton-Wentworth by the Province of Ontario where she remained until her retirement in 1985.

In order to allow members of Council to attend the funeral of the late Anne Jones, Former Regional Chair of Hamilton-Wentworth, the General Issues Committee be recessed at 10:30 a.m. to reconvene at 1:00 p.m.

(a) CEREMONIAL ACTIVITIES (Item 1)

(i) Canadian Championship in Women's Power Lifting (Item 1.1)

Deputy Mayor Partridge provided congratulations on behalf of Council and the City of Hamilton to Madeline Morgan, an 18-year-old Hamilton native and resident of Ward 1.

Maddie is a competitive powerlifter who has represented Ontario at the national level and Canada on the world stage. She has broken national and provincial records more than 50 times over. Most recently, at the Ontario Junior Powerlifting Championships, where she broke the national and provincial records, lifting 304 lbs. in the squat, bench pressing 160 lbs., and deadlifting 325.6 lbs.

Maddie currently holds the Ontario high school, provincial and national squat records; the Ontario high school, provincial, and national bench press record; the provincial deadlift record; and, the Ontario high school, provincial and national total record.

At the Women's World Championships in Sweden in June, she placed sixth in the world in her class, and has placed first eight times out of nine competitions.

(b) APPROVAL OF AGENDA (Item 2)

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

6. Delegation Requests

- 6.1 Nicole Smith, Extinction Rebellion Hamilton, respecting Item 11.1 - Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton (For the October 16, 2019 GIC.)
- 6.2 Mike Wood, Hamilton ACORN, respecting Item 10.7 - Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton (PED19192) (For the October 16, 2019 GIC.)

10. DISCUSSION ITEMS

- 10.1 Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake (FCS19080) (City Wide)

This matter has been moved from Item 10.1 to Item 9.1, as a presentation has been added. There is also a revised Appendix "A" to this report, which is before Committee for consideration.

12. NOTICES OF MOTION

- 12.1 Multi-Use Community Hub for Diverse and Marginalized Communities

14. PRIVATE & CONFIDENTIAL

- 14.1 Closed Session Minutes of October 2, 2019 – these minutes will be included in the November 6, 2019 GIC agenda.
- 14.4 Airport Sub-Committee Report 19-004 - September 20, 2019 - Item 2 – REVISED Appendix "B" to TradePort / City Lease Negotiation Information Report (PED19084(a)) (City Wide)

Pursuant to Section 8.1, Sub-section (k) of the City's Procedural By-law 18-270; and, Section 239(2), Sub-section (k) of the *Ontario Municipal Act*, 2001, as amended, as the subject matter pertains to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Additional information was requested of staff; therefore, a new page 3 has been added to the original confidential Appendix "B" to this Report, which includes that information.

- 14.5 Material Recycling Facility Request for Proposals (LS19040) (City Wide)

Pursuant to Section 8.1, Sub-sections (e), (f) and (k) of the City's Procedural By-law 18-270, and Section 239(2), Sub-sections (e), (f) and (k) of the *Ontario Municipal Act*, 2001, as amended, as the subject matter pertains to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

The agenda for the October 16, 2019 Special General Issues Committee meeting, was approved, as amended.

(c) DECLARATIONS OF INTEREST (Item 2)

- (i) Councillor Maria Pearson declared an interest to Item 6.2 – a delegation request by Mike Wood, Hamilton ACORN, respecting Item 10.7 – Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton (PED19192); and, Item 10.7 – Report PED19192, respecting Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton, as she is a rental property landlord.
- (ii) Councillor Arlene VanderBeek declared an interest to Item 6.2 – a delegation request by Mike Wood, Hamilton ACORN, respecting Item 10.7 – Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton (PED19192); and, Item 10.7 – Report PED19192, respecting Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton, as she is a rental property landlord.

(d) APPROVAL OF MINUTES OF PREVIOUS MINUTES (Item 4)

(i) October 2, 2019 (Item 4.1)

The Minutes of the October 2, 2019 meeting of the General Issues Committee were approved, as presented.

(e) DELEGATION REQUESTS (Item 6)

The following delegation requests were approved to appear before the General Issues Committee on October 16, 2019:

- (i) Nicole Smith, Extinction Rebellion Hamilton, respecting Item 11.1 - Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton (Item 6.1)
- (ii) Mike Wood, Hamilton ACORN, respecting Item 10.7 - Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton (PED19192) (Item 6.2)

(f) PUBLIC HEARINGS / DELEGATIONS (Item 8)

(i) Nicole Smith, Extinction Rebellion Hamilton, respecting Item 11.1 - Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton (Item 8.1)

Nicole Smith, Extinction Rebellion Hamilton, addressed Committee respecting Item 11.1 - Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton.

The presentation provided by Nicole Smith, Extinction Rebellion Hamilton, respecting Item 11.1 - Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton, was received.

A copy of the presentation is available on the City's website at www.hamilton.ca or through the Office of the City Clerk.

For disposition of this matter, please refer to Information Item (i)(i).

(ii) Mike Wood, Hamilton ACORN, respecting Item 10.7 - Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton (PED19192) (Item 8.2)

Mike Wood, Hamilton ACORN, addressed Committee respecting Item 10.7 – Report PED19192 - Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton.

The presentation provided by Mike Wood, Hamilton ACORN, respecting Item 10.7 – Report PED19192 - Barton Kenilworth Tax Increment Grant Program - 301-303 Barton Street East, Hamilton, was received.

A copy of the presentation is available on the City's website at www.hamilton.ca or through the Office of the City Clerk.

For disposition of this matter, please refer to Item 7.

As the delegate is in attendance, Item 10.7, respecting Report PED19192 – Barton-Kenilworth Tax Increment Grant Program – 301-303 Barton Street East, was moved up on the agenda to be addressed, prior to Item 9.1.

(g) STAFF PRESENTATIONS (Item 9)

(i) Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake (FCS19080) (City Wide) (Item 9.1)

Mike Zegarac, General Manager of Finance and Corporate Services, addressed Committee and provided a PowerPoint presentation respecting Report FCS19080, Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake.

The presentation respecting Report FCS19080, regarding Investing in Canada Infrastructure Program - Community, Culture and Recreation Stream Intake, was received.

A copy of the presentation is available on the City's website at www.hamilton.ca or through the Office of the City Clerk.

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

(h) DISCUSSION ITEMS (Item 10)

(i) Airport Sub-Committee Report 19-004 - September 20, 2019 (Item 10.2)

(a) Sub-Lease Negotiations for the John C. Munro Hamilton International Airport (Item 11.1)

The matter respecting the Sub-Lease Negotiations for the John C. Munro Hamilton International Airport (PED19137) was removed from the report as it was addressed at the October 9, 2019 Council meeting and is no longer before the General Issues Committee for consideration.

Sub-section (b) to the Airport Sub-Committee Report 19-004, respecting Report PED19084(a) - TradePort / City Lease Negotiation Information Report, was amended by adding a new sub-section (i) and renumbering the balance, to read as follows:

(b) TradePort / City Lease Negotiation Information Report (PED19084(a)) (City Wide) (Item 14.2)

(i) That Report PED19084(a), respecting the TradePort / City Lease Negotiation Information Report, be referred back to the Airport Sub-Committee, with the revised

confidential Appendix “B” to Report PED19084(a), for further discussion; and,

- (ii) That the contents of Report PED19084(a), respecting TradePort / City Lease Negotiation Information Report, remain confidential.

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

(i) MOTIONS (Item 11)

- (i) Feasibility of a Municipal Carbon Tax to Generate Revenue from Fossil Fuel Pipelines within the Boundaries of the City of Hamilton (Item 11.1)**

Councillor Danko advised that he will be introducing his Motion at a future General Issues Committee meeting.

- (ii) Mountain News Delivery (Item 11.2)**

WHEREAS, there have been citizen complaints about newspapers and/or flyers being left at the foot of the driveway;

WHEREAS, some of these newspapers and flyers have been delivered on behalf of Mountain News, a division of Metroland Media Group Ltd. (“Metroland”);

WHEREAS, circumstances cannot be entirely avoided where driveway delivery by Metroland may be a necessity;

WHEREAS, Metroland is willing to work towards a proactive solution to these types of resident complaints;

THEREFORE, BE IT RESOLVED:

- (a) That City staff, in conjunction with Metroland, create a link on the City's website directed to the Mountain News circulation department for residents who do not want these newspapers and/or flyer bundles to be delivered to their address; and,
- (b) That the link to Mountain News circulation department be easy to locate on the City of Hamilton's website.

The Motion, respecting Mountain News Delivery, was withdrawn.

(j) NOTICES OF MOTIONS (Item 12)

Councillor N. Nann introduced the following Notice of Motion:

(i) Multi-Purpose Community Hub for Diverse and Marginalized Communities (Item 12.1)

WHEREAS, according to StatsCan reports, Hamilton has the highest level of police reported hate crimes per capita in three of the last five years, while also recognizing not all hate crimes and incidents are reported to police;

WHEREAS, since December 2018 there have been weekly demonstrations held on the forecourt of Hamilton City Hall by extremist individuals and organizations using it as a platform to spread Islamophobic, homophobic, anti-immigrant, and anti-black racist views;

WHEREAS, this year residents have experienced hate-based violence and targeting at Pride, on personal properties, at mosques and on synagogues making communities feel less safe;

WHEREAS, responding to the rising levels of hate in the City of Hamilton requires an approach that includes empathy for lived experiences, clear policies and strategies to de-radicalize extremism, while also adequately resourcing and supporting the resilience of residents facing hate, and actively fostering a sense of solidarity and belonging across communities;

WHEREAS, the *Mapping the Void* report, released in 2019, surveyed over 900 people over the age of 16 who identified as Two-Spirit and LGBTQ+ in the City of Hamilton reporting 40.9% of respondents had sought services or community outside of Hamilton because they were either not available or sufficient in Hamilton;

WHEREAS, the City recognizes that in order to prevent and redress systemic and social inequities policies focused on equity, diversity and inclusion must guide service and programming provision;

WHEREAS, there is a gap in safe spaces, programs and services for Hamiltonians who have been historically marginalized and who have faced hate in their communities, and there remains a need to better resource community-informed and community-led initiatives that prioritize the needs of marginalized communities in our City;

WHEREAS, community groups play a critical role in meeting these needs and providing accessible and responsive supports and services;

WHEREAS, co-locating community groups increases access for residents while also fostering intersectional collaboration, strengthening integrated service and programming provision among community groups, and helps mitigate the impact of rising costs of operations; and,

WHEREAS, multi-purpose community hubs are demonstrated models in asset-based community development which provide excellence in meeting the needs of localized and marginalized communities;

THEREFORE, BE IT RESOLVED:

- (a) That staff be directed to convene with community groups and organizations engaged in serving equity-seeking communities that are interested in collaborating to develop a business case for a multi-purpose community hub and report back to the General Issues Committee in Q1 2020 for review and approval;
- (b) That the multi-purpose community hub aim to strengthen community capacity, resilience and responsiveness to address safer space, programming and service needs and gaps for historically marginalized communities; and,
- (c) That the business case for the creation of a “hub” include viable locations, possible sustainable funding sources, and a multi-year operations plan.

(k) PRIVATE & CONFIDENTIAL (Item 14)

Committee moved into Closed Session respecting Items 14.2 to 14.5, pursuant to Section 8.1, Sub-sections (c), (e), (f) and (k) of the City's Procedural By-law 18-270; and, Section 239(2), Sub-sections (c), (e), (f) and (k) of the *Ontario Municipal Act*, 2001, as amended, as the subject matters pertain to a proposed or pending acquisition or disposition of land for City purposes; litigation or potential litigation including matters before administrative tribunals, affecting the municipality or local board; the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

(l) ADJOURNMENT (Item 13)

There being no further business, the General Issues Committee adjourned at 9:05 p.m.

Respectfully submitted,

J. Partridge, Deputy Mayor
Chair, General Issues Committee

Stephanie Paparella
Legislative Coordinator,
Office of the City Clerk

2023-2024 Capital and Operating Impacts by Project												Cost Sharing Breakdown		
Div #	Project Description	DC?	Year	Financial Impacts	2021 (000's)	2022 (000's)	2023 (000's)	2024 (000's)	2025 (000's)	2026 (000's)	Total (000's)	Federal 40%	Provincial 33.33%	City 26.67%
	CULTURE				\$ 375	\$ 2,175	\$ 5,950	\$ 7,650	\$ 6,350	\$ 2,000	\$ 24,500	\$ 9,800.0	\$ 8,166.0	\$ 6,534.3
CUL 1	Children's Museum Expansion	No	2022	Capital Costs Operating Impacts FTE/\$		\$ 1,000	\$ 1,500	\$ 1,000 N/A			\$ 3,500	\$ 1,400.0	\$ 1,166.6	\$ 933.5
CUL 2	Fieldcote Museum Expansion	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 50	\$ 500	\$ 1,000	\$ 1,000	\$ 950 N/A		\$ 3,500	\$ 1,400.0	\$ 1,166.6	\$ 933.5 * Net \$433.5
CUL 3	Auchmar Çoach House Restoration	No	2023	Capital Costs Operating Impacts FTE/\$			\$ 1,000	\$ 3,000	\$ 3,500	\$ 2,000 N/A	\$ 9,500	\$ 3,800.0	\$ 3,166.4	\$ 2,533.7
CUL 4	Griffin House Museum Stabilization	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 75	\$ 375	\$ 300	\$ 150	\$ 100 N/A		\$ 1,000	\$ 400.0	\$ 333.3	\$ 266.7
CUL 5	Gardener's Cottage Museum at Dundurn NHS	No	2022	Capital Costs Operating Impacts FTE/\$		\$ 200	\$ 500	\$ 500	\$ 1,800 N/A		\$ 3,000	\$ 1,200.0	\$ 999.9	\$ 800.1
CUL 6	Hamilton Museum of Steam and Tech Expansion	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 250	\$ 100	\$ 1,650	\$ 2,000 N/A			\$ 4,000	\$ 1,600.0	\$ 1,333.2	\$ 1,066.8
	LANDSCAPE ARCHITECTURE				\$ 9,857	\$ 22,797	\$ 22,219	\$ 17,754	\$ 5,905	\$ 4,700	\$ 83,232	\$ 33,292.8	\$ 27,741.2	\$ 22,198.1
LAS 1	Sam Lawrence Park	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 150	\$ 3,000 2.32/\$364K	\$ 3,300	\$ 3,000	\$ 3,000	\$ 2,000	\$ 14,450	\$ 5,780.0	\$ 4,816.2	\$ 3,853.8
LAS 2	Stadium Precinct Park (Park Dev and Indoor Rec)	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 150 1.33/\$355K	\$ 4,807 0.46/\$28K	\$ 6,600	\$ 2,600			\$ 14,157	\$ 5,662.8	\$ 4,718.5	\$ 3,775.7
LAS 3	Chedoke Falls Viewing platforms	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 500 0/\$50K	\$ 1,900 0/\$50K	\$ 1,000	\$ 500	\$ 1,800		\$ 5,700	\$ 2,280.0	\$ 1,899.8	\$ 1,520.2
LAS 4	Andrew Warburton Park	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 1,000 0/\$16.5K	\$ 1,200	\$ 500				\$ 2,700	\$ 1,080.0	\$ 899.9	\$ 720.1
LAS 5	Mountain Brow Path	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 100 0.2/\$32K	\$ 2,428	\$ 1,120	\$ 665	\$ 280	\$ 700	\$ 5,293	\$ 2,117.2	\$ 1,764.2	\$ 1,411.6
LAS 6	Escarpment Rail Trail Improvements	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 150	\$ 1,000	\$ 150	\$ 1,200 N/A			\$ 2,500	\$ 1,000.0	\$ 833.3	\$ 666.8
LAS 7	Mohawk Sports Park Improvements	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 600	\$ 3,200 0.33/\$250K	\$ 3,300				\$ 7,100	\$ 2,840.0	\$ 2,366.4	\$ 1,893.6
LAS 8	HAAA redevelopment	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 150	\$ 1,307	\$ 150	\$ 1,975 N/A			\$ 3,582	\$ 1,432.8	\$ 1,193.9	\$ 955.3
LAS 9	Gore Park Phase 3	No	2023	Capital Costs Operating Impacts FTE/\$			\$ 1,800 0/\$36K				\$ 1,800	\$ 720.0	\$ 599.9	\$ 480.1
LAS 10	Artificial Turf - Heritage Green Park	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 250 0/\$13.5K	\$ 2,405 0.2/\$36K	\$ 1,000				\$ 3,655	\$ 1,462.0	\$ 1,218.2	\$ 974.8
LAS 11	Skateboard Park facilities	Yes	2023	Capital Costs Operating Impacts FTE/\$			\$ 150	\$ 2,000 0/\$30K	\$ 150	\$ 2,000 0/\$30K	\$ 4,300	\$ 1,720.0	\$ 1,433.2	\$ 1,146.8
LAS 12	Winter Wonderland - William Connell P3 (Park Dev and Indoor Rec)	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 350	\$ 1,350 0.4/\$65K	\$ 1,700 1/\$175K	\$ 2,300			\$ 5,700	\$ 2,280.0	\$ 1,899.8	\$ 1,520.2
LAS 13	Confederation Beach Park (Park Dev and Indoor Rec.)	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 6,457 3.66/\$291K	\$ 200	\$ 1,449	\$ 3,514	\$ 675		\$ 12,295	\$ 4,918.0	\$ 4,097.9	\$ 3,279.1

City of Hamilton 2019 ICIP - Community, Culture and Recreation Stream Intake Projects Submission

Div #	Project Description	DC?	Year	Financial Impacts	2021 (000's)	2022 (000's)	2023 (000's)	2024 (000's)	2025 (000's)	2026 (000's)	Total (000's)	Cost Sharing Breakdown		
												Federal 40%	Provincial 33.33%	City 26.67%
	RECREATION				\$ 10,800	\$ 30,300	\$ 42,600	\$ 36,500	\$ 45,200	\$ 37,500	\$ 202,900	\$ 81,160.0	\$ 67,626.8	\$ 54,113.7
REC 1	Rec Roof Replacements (Phase A) Parkdale Arena, Norman Pinky Lewis, Central Memorial Recreation Centre, Sackville Hill Park FH, Beverly Arena, Carlisle Arena, Sir Allan McNab Rec, Spring Valley Arena	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 3,700	\$ 1,000 N/A					\$ 4,700	\$ 1,880.0	\$ 1,566.5	\$ 1,253.5
REC 2	Rec Roof Replacements (Phase B) Mohawk Quad Pad (partial), Bennetto (partial), Dundas Rec (partial), Chedoke Golf Roof	No	2022	Capital Costs Operating Impacts FTE/\$	\$ 200	\$ 3,200	\$ 1,000 N/A				\$ 4,400	\$ 1,760.0	\$ 1,466.5	\$ 1,173.5
REC 3	Rec Roof Replacements (Phase C) Ancaster Rotary, Stoney Creek Arena Kiwans Community (Jones Rd), Saltfleet Arena, Brewster Pool	No	2023	Capital Costs Operating Impacts FTE/\$		\$ 200	\$ 3,700	\$ 1,000 N/A			\$ 4,900	\$ 1,960.0	\$ 1,633.2	\$ 1,306.8
REC 4	Rec Roof Replacements (Phase D) Mohawk Quad Pad 4 Ice Centre (partial)	No	2024	Capital Costs Operating Impacts FTE/\$			\$ 200	\$ 3,700	\$ 1,000 N/A		\$ 4,900	\$ 1,960.0	\$ 1,633.2	\$ 1,306.8
REC 5	Central Memorial Rec Centre Elevator Modernization Replacement	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 100	\$ 300 N/A					\$ 400	\$ 160.0	\$ 133.3	\$ 106.7
REC 6	Arena Chiller & Mechanical Replacements (refurbishment)	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 150	\$ 3,200	\$ 1,000 N/A				\$ 4,350	\$ 1,740.0	\$ 1,449.9	\$ 1,160.1
REC 7	Victoria Outdoor Pool Replacement	No	2022	Capital Costs Operating Impacts FTE/\$	\$ 150	\$ 1,500	\$ 2,000 N/A				\$ 3,650	\$ 1,460.0	\$ 1,216.5	\$ 973.5
REC 8	Riverdale Community Hub (New) CONSTRUCTION PHASE (Rec portion)	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 400	\$ 3,000	\$ 3,000	\$ 2,000 1/\$300K			\$ 8,400	\$ 3,360.0	\$ 2,799.7	\$ 2,240.3
REC 9	Bernie Arbour Accessibility Lifecycle Renewal & LED Lighting Upgrade	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 300	\$ 1,700	\$ 3,000	\$ 5,000 N/A	\$ 2,500		\$ 12,500	\$ 5,000.0	\$ 4,166.3	\$ 3,333.8
REC 10	Huntington Park Recreation Centre Retrofit (Phase 2)	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 200	\$ 3,200	\$ 1,000 N/A				\$ 4,400	\$ 1,760.0	\$ 1,466.5	\$ 1,173.5
REC 11	Sir Wilfrid Laurier Gymnasium Addition (Expansion)	Yes	2021	Capital Costs Operating Impacts FTE/\$	\$ 3,500	\$ 4,000	\$ 500 0/\$260K				\$ 8,000	\$ 3,200.0	\$ 2,666.4	\$ 2,133.6
REC 12	King's Forest and Chedoke Golf (Major Refurbishment)	No	2021	Capital Costs Operating Impacts FTE/\$	\$ 500	\$ 2,000	\$ 6,000	\$ 6,000 N/A			\$ 14,500	\$ 5,800.0	\$ 4,832.9	\$ 3,867.2
REC 13	Fruitland Winona Rec Centre (New)	Yes	2023	Capital Costs Operating Impacts FTE/\$	\$ -		\$ 500	\$ 1,000	\$ 13,500	\$ 12,500 18.5/\$1.2M	\$ 27,500	\$ 11,000.0	\$ 9,165.8	\$ 7,334.3
REC 14	Mt. Hope Quonset and Washroom Facility	Yes	2023	Capital Costs Operating Impacts FTE/\$	\$ 300	\$ 1,700	\$ 2,000	\$ 1,000 0.5/\$70K			\$ 5,000	\$ 2,000.0	\$ 1,666.5	\$ 1,333.5
REC 15	Waterdown Rec Centre (New)	Yes	2024	Capital Costs Operating Impacts FTE/\$			\$ 500	\$ 1,000	\$ 13,500	\$ 12,500 18.5/\$1.2M	\$ 27,500	\$ 11,000.0	\$ 9,165.8	\$ 7,334.3
REC 16	Norman Pinky Lewis Expansion (Expansion)	Yes	2025	Capital Costs Operating Impacts FTE/\$	\$ 200	\$ 200	\$ 4,000	\$ 3,600 0/\$260K			\$ 8,000	\$ 3,200.0	\$ 2,666.4	\$ 2,133.6
REC 17	Sackville Hill Senior Centre (Option 2: Larger Expansion)	Yes	2026	Capital Costs Operating Impacts FTE/\$	\$ 300	\$ 1,000	\$ 7,000	\$ 6,000 0/\$65K			\$ 14,300	\$ 5,720.0	\$ 4,766.2	\$ 3,813.8
REC 18	Ryerson Rec Centre (Major Refurbishment)	No	2027	Capital Costs Operating Impacts FTE/\$	\$ 300	\$ 1,700	\$ 2,000	\$ 1,000 N/A			\$ 5,000	\$ 2,000.0	\$ 1,666.5	\$ 1,333.5
REC 19	Binbrook Rec Centre (New)	Yes	2028	Capital Costs Operating Impacts FTE/\$			\$ 500	\$ 1,000	\$ 13,500	\$ 12,500 18.5/\$1.2M	\$ 27,500	\$ 11,000.0	\$ 9,165.8	\$ 7,334.3
REC 20	Hill Park Rec Centre (Refurbishment & Expansion)	No	2030	Capital Costs Operating Impacts FTE/\$		\$ 500	\$ 2,500	\$ 3,000 N/A	\$ 1,000		\$ 7,000	\$ 2,800.0	\$ 2,333.1	\$ 1,866.9
REC 21	Central Memorial Rec Centre (Major Refurbishment)	No	2030	Capital Costs Operating Impacts FTE/\$	\$ 300	\$ 1,700	\$ 2,000	\$ 1,000 N/A			\$ 5,000	\$ 2,000.0	\$ 1,666.5	\$ 1,333.5
REC 22	Pool Heat Recovery & GHG Reduction (lower GHG/Nat.Gas/OP budget)	No	2030	Capital Costs Operating Impacts FTE/\$	\$ 200 0/- \$15K	\$ 200 0/- \$15K	\$ 200 0/- \$15K	\$ 200 0/- \$15K	\$ 200 0/- \$15K		\$ 1,000	\$ 400.0	\$ 333.3	\$ 266.7
				Total (000's):	\$ 21,032	\$ 55,272	\$ 70,769	\$ 61,904	\$ 57,455	\$ 44,200	\$ 310,632	\$ 124,252.8	\$ 103,534.0	\$ 82,846.1

Anomalies due to rounding.

"DC?" answers the question whether any of the project costs are eligible for funding from development charges (DC) under the City's DC By-law and DC Background Study.

"Year" represents the project start year as submitted in the multi-year capital budget plan. The cash flow distribution from 2021 to 2026 may differ from the capital budget plan.

												Cost Sharing Breakdown		
Div #	Project Description	DC?	Year	Financial Impacts	2021 (000's)	2022 (000's)	2023 (000's)	2024 (000's)	2025 (000's)	2026 (000's)	Total (000's)	Federal 40%	Provincial 33.33%	City 26.67%

* Should the project receive funding approval, the City contribution will be reduced by a \$500K Community Contribution

CITY OF HAMILTON CAPITAL PROJECT CLOSINGS AS OF JUNE 30, 2019 Projects impacting the Unallocated Capital Levy Reserve & Other Reserves						
Year	ProjectID	Description	Surplus/ (Deficit) (\$)	Reserve	Description	
<u>Projects returning funds</u>						
2012	4031218222	Bridge 329 - Burlington St E at Wilcox St	64,434.55	108020	Unalloc Capital Levy	
2013	7641357301	Kronos Scheduling Software	57,760.94	108020	Unalloc Capital Levy	
2014	4031418438	Bridge 397 - Glancaster Road	36,343.26	108020	Unalloc Capital Levy	
2017	4661720725	New Signal- Upper Sherman/Acadia	80,717.29	108020	Unalloc Capital Levy	
2017	6301751702	Carpet Removal Macassa	30,390.15	108020	Unalloc Capital Levy	
2017	7641755702	Paramedic Multi-Year Plan	2,845.59	108020	Unalloc Capital Levy	
Net impact to the Unallocated Capital Levy Reserve			272,491.78			
<u>Projects requiring funds</u>						
2016	5181655420	Wilson St Stormwater Drainage	(2,412.15)	5169309324	Unalloc Current Funds-Sanitary	
Net impact to Other Reserves			(2,412.15)			
Total Net impact to the Unallocated Capital Levy Reserve & Other Reserves			270,079.63			

CITY OF HAMILTON
CAPITAL PROJECTS' CLOSING SCHEDULE
AS OF JUNE 30, 2019

Appendix "C" to Item 3 of GIC Report 19-020

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YEAR APPROVED	PROJECT ID	DESCRIPTION	APPROVED BUDGET (\$)	REVENUES (\$)	EXPENDITURES (\$)	PROJECT SURPLUS/ (DEFICIT) (\$)	% SPENT
			a	b	c	d = b - c	e=c/a
UNALLOCATED CAPITAL LEVY RESERVE							
2012	4031218222	Bridge 329 - Burlington St E at Wilcox St	350,000.00	215,000.00	150,565.45	64,434.55	43.0%
2013	7641357301	Kronos Scheduling Software	360,000.00	360,000.00	302,239.06	57,760.94	84.0%
2014	4031418438	Bridge 397 - Glancaster Road	490,000.00	265,275.20	228,931.94	36,343.26	46.7%
2017	4661720725	New Signal- Upper Sherman/Acadia	200,000.00	173,080.90	92,363.61	80,717.29	46.2%
2017	6301751702	Carpet Removal Macassa	236,650.00	236,654.00	206,263.85	30,390.15	87.3%
2017	7641755702	Paramedic Multi-Year Plan	150,000.00	150,000.00	147,154.41	2,845.59	98.1%
TOTAL FUNDS FROM UNALLOCATED CAPITAL LEVY (6)			1,786,650.00	1,400,010.10	1,127,518.32	272,491.78	63.1%
OTHER PROGRAM SPECIFIC RESERVES							
2016	5181655420	Wilson St Stormwater Drainage	1,740,000.00	1,740,000.00	1,742,412.15	(2,412.15)	100.1%
TOTAL FUNDS FROM PROGRAM SPECIFIC RESERVES (1)			1,740,000.00	1,740,000.00	1,742,412.15	(2,412.15)	100.1%
DELAYED/CANCELLED PROJECTS							
2008	4140846102	Jackson Heights Phase 3B	32,500.00	0.00	0.00	0.00	0.0%
2015	4241509124	Westdale HS- Natural Turf	150,000.00	0.00	0.00	0.00	0.0%
2017	5181760730	McQuesten Park Entrance - Flooding	250,000.00	1,167.75	1,167.75	0.00	0.5%
2018	4031811801	NBHD RD Priorities W1	100,000.00	0.00	0.00	0.00	0.0%
2018	4031811810	NBHD RD Priorities W10	0.00	0.00	0.00	0.00	0.0%
2018	4031811815	NBHD RD Priorities W15	0.00	0.00	0.00	0.00	0.0%
2018	4241809101	AR - Road Repair & Rehab (W1 A/R)	0.00	0.00	0.00	0.00	0.0%
2018	4401849510	Spray Pad Infrastructure Rehab	0.00	0.00	0.00	0.00	0.0%
2018	5181872291	Catharine St N Sewer Replace	99,000.00	0.00	0.00	0.00	0.0%
2019	4041951960	Road Operations Weigh Scales	100,000.00	0.00	0.00	0.00	0.0%
2018	4901841802	Summers Lane Reconstruction	0.00	0.00	0.00	0.00	0.0%
TOTAL DELAYED/CANCELLED PROJECTS (11)			731,500.00	1,167.75	1,167.75	0.00	0.2%
COMPLETED PROJECTS							
Corporate Services, City Manager's Office and Councillor Infrastructure Programs (Tax Budget)							
Councillor Infrastructure Program							
2014	3301409400	Ward 4 Capital Reinvestment	100,000.00	42,154.19	42,154.19	0.00	42%
2014	3301509400	Ward 4 Capital Reinvestment	100,000.00	87,857.58	87,857.58	0.00	88%
2015	3301509200	Ward 2 Capital Reinvestment	100,000.00	94,292.48	94,292.48	0.00	94%
2016	3301609100	Ward 1 Capital Reinvestment	100,000.00	99,935.62	99,935.62	0.00	100%
2016	3301609500	Ward 5 Capital Reinvestment	100,000.00	99,032.92	99,032.92	0.00	99%
2017	4241709113	Cootes Paradise Crosswalk	40,000.00	40,000.00	40,000.00	0.00	100%
Information Services							
2011	3501157101	Information Systems - Apps	265,000.00	232,852.90	232,852.90	0.00	88%
Healthy and Safe Communities (Tax Budget)							
Long Term Care							
2012	6301251201	WL-Nurse Call & Wall Protect	296,414.00	296,417.00	296,417.00	0.00	100%

CITY OF HAMILTON
CAPITAL PROJECTS' CLOSING SCHEDULE
AS OF JUNE 30, 2019

YEAR APPROVED	PROJECT ID	DESCRIPTION	APPROVED BUDGET (\$)	REVENUES (\$)	EXPENDITURES (\$)	PROJECT SURPLUS/ (DEFICIT) (\$)	% SPENT
			a	b	c	d = b - c	e=c/a
Hamilton Fire Department							
2018	7401851100	Fire Balaclava Replacement	220,000.00	219,235.28	219,235.28	0.00	100%
2018	7401851600	Annual Equipment Replacement	617,000.00	603,636.00	603,636.00	0.00	98%
2017	7401751702	Annual Vehicle Replacement	5,202,400.00	5,283,355.37	5,283,355.37	0.00	102%
Hamilton Paramedic Services							
2018	7641851100	Annual Paramedic Vehicle Replacement	1,241,000.00	1,250,314.00	1,250,314.00	0.00	100.8%
Planning & Economic Development (Tax Budget)							
Tourism & Culture							
2003	7100341101	Auchmar– Outbuildings - Land-Wall	1,060,282.27	1,059,587.27	1,059,587.27	0.00	99.9%
2010	7101057100	Point of Sale Systems - Museums	52,750.00	52,745.10	52,745.10	0.00	100.0%
2017	7201658601	Dundurn Small Room Restoration	90,600.00	90,594.90	90,594.90	0.00	100.0%
2017	7201741702	Dundurn Coach Roof Canada 150	364,250.00	364,246.62	364,246.62	0.00	100.0%
Growth Management							
2009	4140946108	Jackson Heights Ph2 Roundabout	18,000.00	17,102.32	17,102.32	0.00	95.0%
2016	4141646104	1187 Upper James	145,000.00	140,361.16	140,361.16	0.00	96.8%
Licensing & By-Law Services Division							
2014	4901457100	Monetary Penalty - New Process	55,000.00	54,685.83	54,685.83	0.00	99.4%
Transportation Division							
2011	5311182002	ATS Mobile Data Terminals	1,125,000.00	710,558.09	710,558.09	0.00	63.2%
Parking & Transportation Services							
2012	4901245100	Repairs -York Boulevard Parkade	2,301,000.00	2,340,625.07	2,340,625.07	0.00	101.7%
2014	4901445100	Parking Lots - Service Repairs	230,000.00	223,568.28	223,568.28	0.00	97.2%
Planning Division							
2003	8300355100	LRP OP Reform	5,873,400.00	5,873,396.38	5,873,396.38	0.00	100.0%
Public Works (Tax Budget)							
Parks & Cemeteries (Tax Budget)							
2016	4401611601	Cemetery Roads Rehabilitation Program	82,100.00	82,128.12	82,128.12	0.00	100.0%
2017	4401711601	Cemetery Roads Rehab Program	65,000.00	65,000.00	65,000.00	0.00	100.0%
2017	4401751601	Equipment Acquisitions - DC	363,155.06	363,155.06	363,155.06	0.00	100.0%
2017	4401752600	Playground Lifecycle Replace	167,700.00	167,658.43	167,658.43	0.00	100.0%
2017	4401756001	Leash Free Dog Park Program	107,400.00	107,458.35	107,458.35	0.00	100.1%
2018	4241809215	Bennetto School Playground	150,000.00	150,000.00	150,000.00	0.00	100.0%
2018	4241809404	McQuesten Farm Playground	175,000.00	163,370.88	163,370.88	0.00	93.4%
2018	4241809405	Leaside Park Playground	50,000.00	48,986.45	48,986.45	0.00	98.0%
2018	4241809406	Parkdale School Playground	175,000.00	171,249.58	171,249.58	0.00	97.9%
2018	4401852600	Playground Lifecycle Replacement	231,750.00	237,497.29	237,497.29	0.00	102.5%
Open Space & Development (Tax Budget)							
2018	4241809403	AM Cunningham Playground	437,200.00	413,899.56	413,899.56	0.00	94.7%

CITY OF HAMILTON
CAPITAL PROJECTS' CLOSING SCHEDULE
AS OF JUNE 30, 2019

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YEAR APPROVED	PROJECT ID	DESCRIPTION	APPROVED BUDGET (\$)	REVENUES (\$)	EXPENDITURES (\$)	PROJECT SURPLUS/ (DEFICIT) (\$)	% SPENT
			a	b	c	d = b - c	e=c/a
Forestry & Horticulture							
2017	4451751007	Rural Street Parks and Cemeteries Tree Inventory	158,614.00	158,614.24	158,614.24	0.00	100.0%
Recreation (Tax Budget)							
2016	7101654613	Westoby (Olympic) Arena Roof	572,000.00	469,700.00	469,700.00	0.00	82.1%
2018	7101858802	Maplewood Park Washroom Lifecycle Repairs	1,000.00	606.84	606.84	0.00	60.7%
Waste (Tax Budget)							
2015	5121591000	Glanbrook Landfill Capital Improvement Program	222,000.00	222,000.00	222,000.00	0.00	100.0%
2016	5121691000	Glanbrook Landfill Capital Improvement Program	275,000.00	275,000.00	275,000.00	0.00	100.0%
2016	5121693000	Maintenance & Capital Improvements-Resource Recovery Centre	87,200.00	87,200.00	87,200.00	0.00	100.0%
2017	5121790200	Diversion Container Replacement	661,500.00	662,037.18	662,037.18	0.00	100.1%
2017	5121790700	Public Space & Special Event Containers	189,000.00	189,049.07	189,049.07	0.00	100.0%
2017	5121791000	Glanbrook Landfill Capital Improvement Program	305,000.00	305,000.00	305,000.00	0.00	100.0%
2017	5121792000	Closed Landfill Maintenance & Capital Improvement	91,300.00	91,333.67	91,333.67	0.00	100.0%
2017	5121793000	Maintenance & Capital Improvements to the Resource Recovery Centre	220,000.00	220,000.00	220,000.00	0.00	100.0%
Roads (Tax Budget)							
2009	4030957950	Right of Way AM Business - RAMBO	918,500.00	892,858.95	892,858.95	0.00	97.2%
2009	4030980977	Road EA for N-W Quad Hwy 5 & 6	40,000.00	9,870.51	9,870.51	0.00	24.7%
2014	4041416102	Traffic Calming - Various	350,000.00	349,692.42	349,692.42	0.00	99.9%
2015	4031518533	Hwy 8 Culvert (Dundas Hill) - 230 m n/o Springhill Rd	765,000.00	660,206.82	660,206.82	0.00	86.3%
2015	4031519101	Road Reconstruction Program - 2015	9,310,000.00	8,812,608.28	8,812,608.28	0.00	94.7%
2015	4041511351	Roads - Alleyway Rehabilitation - 2015	2,000.00	2,000.00	2,000.00	0.00	100.0%
2015	4241509123	AR - Traffic Ops - Functional Design (W1 A/R)	50,000.00	43,499.94	43,499.94	0.00	87.0%
2016	4031611015	Road Resurfacing Program - 2016	4,316,000.00	4,345,233.66	4,345,233.66	0.00	100.7%
2016	4031611016	Asset Preservation - Local Roads - 2016	7,878,000.00	7,644,973.28	7,644,973.28	0.00	97.0%
2016	4031619101	Road Reconstruction Program - 2016	5,411,000.00	5,607,356.77	5,607,356.77	0.00	103.6%
2016	4031641762	Yard Facility Maintenance & Improvement Program - 2016	251,000.00	251,000.00	251,000.00	0.00	100.0%
2016	4031651410	Roads Small Equip Purchase - 2016	119,001.93	119,000.00	119,000.00	0.00	100.0%
2016	4031651620	Road O&M Fleet Replacement	1,000,000.00	999,371.87	999,371.87	0.00	99.9%
2016	4241609217	AR - Pedestrian Crossover Charlton (W2 A/R)	5,000.00	5,000.00	5,000.00	0.00	100.0%
2016	4241609220	AR - Pedestrian Crossover Herkimer (W2 A/R)	5,000.00	5,000.00	5,000.00	0.00	100.0%
2017	4031711225	Geotechnical Investigation Program - 2017	200,000.00	200,000.00	200,000.00	0.00	100.0%
2017	4031721350	Fleet Additions - Roads O&M - 2017	230,000.00	230,000.00	230,000.00	0.00	100.0%
2017	4031741762	Yard Facility Maintenance & Improvement Program - 2017	102,000.00	102,000.00	102,000.00	0.00	100.0%
2017	4031751410	Roads Small Equip Purchase - 2017	50,000.00	50,000.00	50,000.00	0.00	100.0%
2017	4041710004	Escarpment Slope Stabilization Program - 2017	694,000.00	694,000.00	694,000.00	0.00	100.0%
2017	4241709502	AR - Covington - Barton to Cascade (New Sidewalk) (W5 A/R)	120,000.00	102,561.54	102,561.54	0.00	85.5%
2017	4241709601	AR - Upper Ottawa - Reno to Mountain Brow (W6 A/R)	1,850,000.00	1,319,319.90	1,319,319.90	0.00	71.3%
2017	4241709602	AR - Fennell - Upper Gage to Upper Ottawa (W6 A/R)	800,000.00	506,592.46	506,592.46	0.00	63.3%
2017	4241709803	AR - Upper Horning (north of LINC) / Appleford / Millstream (W8 A/R)	400,000.00	315,396.11	315,396.11	0.00	78.8%
2017	4241709804	AR - Upper Horning (south of LINC) / Addison Ave (W8 A/R)	1,080,000.00	950,991.39	950,991.39	0.00	88.1%
2017	4661720525	IPS - Intersection Pedestrian Signal - 2017	180,000.00	180,000.00	180,000.00	0.00	100.0%
2017	4661720725	New Traffic Signal - Upper Sherman @ Acadia Street/Dulgaren	200,000.00	92,363.61	92,363.61	0.00	46.2%
2017	4661720727	New Traffic Signal - Dundas @ Avonside	250,000.00	47,793.07	47,793.07	0.00	19.1%
2018	4031811224	Sidewalk Rehabilitation Program - 2018	703,300.00	703,300.00	703,300.00	0.00	100.0%

CITY OF HAMILTON
CAPITAL PROJECTS' CLOSING SCHEDULE
AS OF JUNE 30, 2019

Appendix "C" to Item 3 of GIC Report 19-020

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YEAR APPROVED	PROJECT ID	DESCRIPTION	APPROVED BUDGET (\$)	REVENUES (\$)	EXPENDITURES (\$)	PROJECT SURPLUS/ (DEFICIT) (\$)	% SPENT
			a	b	c	d = b - c	e=c/a
Roads (Tax Budget) Continued							
2018	4031811802	NBHD RD Priorities W2	655,000.00	655,000.00	655,000.00	0.00	100.0%
2018	4031811806	NBHD RD Priorities W6	670,000.00	670,000.00	670,000.00	0.00	100.0%
2018	4031811807	NBHD RD Priorities W7	900,000.00	900,000.00	900,000.00	0.00	100.0%
2018	4031811808	NBHD RD Priorities W8	603,000.00	603,000.00	603,000.00	0.00	100.0%
2018	4031811809	NBHD RD Priorities W9	293,000.00	293,000.00	293,000.00	0.00	100.0%
2018	4031811811	NBHD RD Priorities W11	675,000.00	675,000.00	675,000.00	0.00	100.0%
2018	4031811812	NBHD RD Priorities W12	499,000.00	499,000.00	499,000.00	0.00	100.0%
2018	4031811814	NBHD RD Priorities W14	819,000.00	819,000.00	819,000.00	0.00	100.0%
2018	4031855622	Active Transport Benchmarking - 2018	12,000.00	11,817.41	11,817.41	0.00	98.5%
2018	4041810004	Escarpment Slope Stabilization Program - 2018	1,000,000.00	1,000,000.00	1,000,000.00	0.00	100.0%
2018	4241809206	AR - Corktown Intersection Safety (W2 A/R)	22,000.00	13,106.12	13,106.12	0.00	59.6%
2018	4241809407	AR - Sidewalks (W4 A/R)	100,000.00	42,684.75	42,684.75	0.00	42.7%
2018	4241809505	AR - Sidewalks & Mountable Curbs (W5 A/R)	411,000.00	387,475.47	387,475.47	0.00	94.3%
2018	4241809703	AR - Viceroy - Callie Northerly (W7 A/R)	200,000.00	129,868.40	129,868.40	0.00	64.9%
2018	4241809705	AR - Upper Sherman Resurfacing (W7 A/R)	1,370,000.00	12,616.23	12,616.23	0.00	0.9%
2018	4661820531	APS - Accessible Pedestrian Signals - 2018	260,000.00	260,000.00	260,000.00	0.00	100.0%
Public Works (Rate Budget)							
Water (Rate Budget)							
2014	5141455922	Water Loss Audit - 2014	169,000.00	168,039.46	168,039.46	0.00	99.4%
2015	5141555501	Ferguson Pump Station to Scenic Reservoir Trunk Main Inspection	1,090,000.00	1,024,706.72	1,024,706.72	0.00	94.0%
2015	5141569075	Environmental Lab Improvements - 2015	50,000.00	49,528.22	49,528.22	0.00	99.1%
2016	5141662073	Field Data Systems Program - 2016	129,380.00	92,557.86	92,557.86	0.00	71.5%
2016	5141669075	Environmental Lab Improvements - 2016	150,000.00	149,884.80	149,884.80	0.00	99.9%
2016	5141671301	WM Replace Program - Coordinated with Roads - 2016	4,088,000.00	4,075,388.63	4,075,388.63	0.00	99.7%
2017	5141757750	Carlisle AMR/AMI Pilot Project	250,000.00	148,965.50	148,965.50	0.00	59.6%
2017	5141760072	Structural WM Lining Program - 2017	7,291,000.00	7,291,000.00	7,291,000.00	0.00	100.0%
2017	5141761502	Water Meter - Installation /Replace/Repair - General Maintenance - 2017	2,100,000.00	2,100,000.00	2,100,000.00	0.00	100.0%
2018	5141860711	PW Capital Water Consumption Program - 2018	200,000.00	200,000.00	200,000.00	0.00	100.0%
2018	5141861502	Water Meter - Installation /Replace/Repair - General Mtn - 2018	2,800,000.00	2,815,181.00	2,815,181.00	0.00	100.5%
2018	5141871301	WM Replace Program - Coordinated with Roads - 2018	4,659,000.00	4,614,205.80	4,614,205.80	0.00	99.0%
2009	5140967950	ISF-672-Ferguson PS Upgrade	22,730,000.00	22,727,978.38	22,727,978.38	0.00	101.2%
2012	5141267271	PS HD018 Hwy 53 & HD011 Osler	740,000.00	664,183.40	664,183.40	0.00	89.8%
2015	5141567525	HDR08 Reservoir Decommission	520,000.00	359,769.68	359,769.68	0.00	69.2%
WasteWater (Rate Budget)							
2016	5161660575	Mainline Sewer Condition Assessment Program - 2016	600,000.00	600,000.00	600,000.00	0.00	100.0%
2017	5161749555	QA-QC Service Contract - 2017	110,000.00	110,000.00	110,000.00	0.00	100.0%
2017	5161761444	Sewer Lateral Replace/Rehab Program - 2017	4,060,000.00	4,172,500.00	4,172,500.00	0.00	102.8%
2018	5161811101	Road Restoration Program - 2018	1,800,000.00	1,800,000.00	1,800,000.00	0.00	100.0%
2018	5161860576	Sewer Lateral Condition Assessment - 2018	680,000.00	680,000.00	680,000.00	0.00	100.0%
2018	5161860577	Mainline Sewer Condition Assessment for Compliance & Regs - 2018	110,000.00	110,000.00	110,000.00	0.00	100.0%
2018	5161860711	PW Capital Water Consumption Program - 2018	90,000.00	90,000.00	90,000.00	0.00	100.0%
2018	5161861825	Stipeley Neighbourhood (South) - Connaught / Balsam / Dunsmure	11,900.00	11,822.75	11,822.75	0.00	99.4%
2018	5161871842	Locke St Sewer Rehabilitation	2,228,000.00	2,227,419.83	2,227,419.83	0.00	100.0%
2018	5161872840	Mohawk - Upper Ottawa to Upper Kenilworth	976,000.00	975,274.97	975,274.97	0.00	99.9%

CITY OF HAMILTON
CAPITAL PROJECTS' CLOSING SCHEDULE
AS OF JUNE 30, 2019

Appendix "C" to Item 3 of GIC Report 19-005

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YEAR APPROVED	PROJECT ID	DESCRIPTION	APPROVED BUDGET (\$)	REVENUES (\$)	EXPENDITURES (\$)	PROJECT SURPLUS/ (DEFICIT) (\$)	% SPENT
			a	b	c	d = b - c	e=c/a
StormWater (Rate Budget)							
2015	5181572295	SERG - LEEDS Implementation	290,000.00	146,937.29	146,937.29	0.00	50.7%
2015	5181872290	Mackenzie - East 27th to Upper Sherman (Burkholme Neighbourhood)	103,000.00	65,659.03	65,659.03	0.00	63.7%
2016	5181674640	Battlefield Creek Remediation	169,000.00	168,584.78	168,584.78	0.00	99.8%
2017	5181717152	Cross Road Culvert Program - 2017	1,370,000.00	1,370,000.00	1,370,000.00	0.00	100.0%
2017	5181760622	SWM Facility Maintenance Program - 2017	1,600,000.00	1,600,000.00	1,600,000.00	0.00	100.0%
2018	5181817549	Concrete Box Culvert Rehabilitation/Repair (< 3.0m span) - 2018	110,000.00	109,059.42	109,059.42	0.00	99.1%
2018	5181870000	Coordinated Road and Subsurface Works - 2018	130,000.00	122,658.66	122,658.66	0.00	94.4%
2018	5181872293	Bayside Ave Storm Sewer Replacement	174,000.00	173,769.96	173,769.96	0.00	99.9%
TOTAL COMPLETED PROJECTS (122)			131,831,097.26	127,156,134.18	127,156,134.18	0.00	96.5%
GRAND TOTAL COMPLETED/CANCELLED PROJECTS (140)			136,089,247.26	130,297,312.03	130,027,232.40	270,079.63	95.5%

CITY OF HAMILTON CAPITAL PROJECTS TO BE FUNDED ABOVE \$250,000 FOR THE PERIOD COVERING JANUARY, 2019 to JUNE 30, 2019					
<u>Recommendations</u>					
Appropriated From	Description	Appropriated To	Description	Amount (\$)	LongDescr
Public Works (Tax)					
<u>Roads</u>					
40316111614	CP Minor Maintenance Ward 14	4031911612	CP Minor Maintenance Ward 12	210,740.73	To close project 40316111614
40316111614	CP Minor Maintenance Ward 14	4031911613	CP Minor Maintenance Ward 13	326,863.18	To close project 40316111614
Project Totals				\$ 537,603.91	

(DRAFT) LICENCE AND SERVICE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ 2019.

B e t w e e n

CITY OF HAMILTON
(hereinafter called the "Licensor" or "City")

Of The First Part,

- and -

Grant Armstrong, President
in his personal capacity and as an agent of the Rotary Club of Dundas Valley Sunrise
(hereinafter collectively called the "Licensee")

Of The Second Part,

WHEREAS the City is the owner of the lands known municipally as 71 Cross Street, Dundas, also known as Dundas Driving Park (the "Premises");

AND WHEREAS the Licensee has organized and carried out a Victoria Day Celebration and Fireworks on the Premises on behalf of the City during the May 2010 to May 2019 long weekends inclusive;

AND WHEREAS the City wishes to enlist the Licensee's services to organize and carry out a Victoria Day Celebration and Fireworks on the Premises on behalf of the City during the May 2020 long weekend and to reserve the option to enlist the Licensee's services for the same during the May 2021, 2022, 2023 and 2024 long weekends;

NOW THEREFORE in consideration of the payments, covenants, terms, warranties, conditions and provisos contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Licence

(1) The Licensor hereby grants to the Licensee a licence (the "Licence") to use the Premises solely and actively for the purpose of carrying on the Victoria Day Celebration and Fireworks (the "Event").

(2) The Premises will be open to the public on the following days and times:

Sunday, May 17, 2020 at 6:00pm through to Sunday, May 17, 2020 at 11:00pm

The Licensee will be permitted on the Premises starting on **Sunday, May 17, 2020 at 7:00am to set up** and will complete the **tear down by Sunday, May 17, 2020 at 11:59pm**.

(3) In the event inclement weather prohibits the Event from taking place on Sunday, May 17, 2020, the following shall apply in lieu of subsection 1(2):

The Premises will be open to the public on the following days and times:

Monday, May 18, 2020 at 6:00pm through to Monday, May 18, 2020 at 11:00pm

The Licensee will be permitted on the Premises starting on **Monday, May 18, 2020 at 7:00am to set up** and will complete the **tear down by Monday, May 18, 2020 at 11:59pm**.

(4) The Licensee accepts the Premises in their present condition and acknowledges and agrees that the Licensor has not given any representation, warranty or condition, express or implied, in fact or by law, as to the state, quality or condition in, on, or of the Premises, whether with respect to environmental matters or otherwise, or that the Premises are suitable for any particular use or purpose (including, but not limited to any use permitted by this Agreement) or as to any other matter or thing, whether or not related to any of the foregoing. Furthermore, the Licensee assumes all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof. Neither the Licensee nor any permitted occupant shall have any recourse to the Licensor as a result of the nature or condition of the Premises, whether or not the Licensor has or had actual or imputed knowledge of such nature and condition as at the commencement date of this Agreement or at any other time during the Term or any renewal or extension thereof. The Licensee acknowledges and agrees that the Licensee shall be an occupier pursuant to the *Occupiers' Liability Act* (Ontario), as amended.

(5) No legal title or leasehold interest in the Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained in this Agreement. The Licensee will not register this Agreement or notice thereof against title to the Premises or any part thereof.

(6) The Term of this Agreement shall commence on the day this Agreement has been fully executed by the parties and shall continue in effect until 11:59pm on the last day upon which the Licensee is obligated to carry out the Event, including any events carried out pursuant to the option found in section 20 in favour of the Licensor, in accordance with this Agreement.

2. Fee Payable by Licensee

The Licensee shall pay to the Licensor a park permit fee for use of the Premises for the Event (the "Licence Fee"), without deduction, abatement or set-off, of **ONE DOLLAR (\$1.00)** inclusive of all applicable taxes, the receipt of which is hereby acknowledged.

3. Fee Payable by Licensor

- (1) The Licensor shall pay to the Licensee up to **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**, exclusive of all applicable taxes, for organizing and carrying out the Event on the Premises and for no other purpose. Said amount shall be payable as follows:
- (a) Twenty-Six Thousand and Two Hundred and Fifty Dollars (\$26,250.00), exclusive of all applicable taxes, shall be payable at least thirty (30) days before the Event, provided the City has approved the Licensee's City of Hamilton Festival and Event Approval Application and is satisfied, in its sole discretion, that the Event deliverables have been or are being met; and

- (b) An additional payment of up to Eight Thousand and Seven Hundred and Fifty Dollars (\$8,750.00), exclusive of all applicable taxes, shall be payable within forty-five (45) days after receipt of the following items, satisfactory in form and substance to the City:
 - (i) a post-Event report, containing a review of the successes, safety-related issues and areas for improvement, as they relate to the Event; and
 - (ii) the Licensee's post-Event financial statement showing that an additional payment of up to and no greater than Eight Thousand and Seven Hundred and Fifty Dollars (\$8,750.00) is required to balance the Licensee's books, as they relate to the Event.

Both of the foregoing items must be submitted to the City within 90 days of the event end date.

(2) If inclement weather causes the Event to be rescheduled or cancelled, then in addition to the amount payable pursuant to subsection 3(1), the City shall also be responsible for any reasonable additional costs incurred by the Licensee resulting from the date change, but only where the costs are actually incurred, for police services, Parks staff, emergency medical services/first aid, portable toilets, sound equipment, and/or watering services for the structures on the Premises. The City shall not be responsible for the costs incurred by the fireworks provider or any other services or expenditures not enumerated above. Where there is any dispute about what is a "reasonable additional cost", "necessary service" or "non-essential service", the decision of the City, acting reasonably, shall be final.

(3) While the Licensee must permit entry onto the Premises by the public free of charge, the Licensor grants the Licensee permission to solicit financial donations from the public at the Premises' entrances during the Event in support of Event operations, logistics and programming expenses and/or the activities of the Rotary Club of Dundas Valley Sunrise and its Dundas Valley Foundation.

4. Non-exclusivity

(1) The License granted herein shall be non-exclusive to the Licensee, which shall permit the Licensor and the public to attend the Event and to access the Premises during the Event free of charge and without obstruction, excepting any restricted areas required to conduct the Event.

(2) Notwithstanding anything herein contained, the Licensor shall have unrestricted access to the Premises at all times. In the event that emergency work is necessitated as a result of the act, omission or neglect of the Licensee, such work may be undertaken immediately, without notice, by the Licensor and all reasonable costs, expenses and expenditures of the Licensor of such emergency work shall be borne by the Licensee to the extent the emergency situation was caused by the Licensee, and payable forthwith upon written demand by the Licensor, and the Licensor shall have no liability to, or obligation to compensate, the Licensee for any loss or damage whatsoever resulting from such action by the Licensor. Without limiting the generality of the foregoing, the Licensor may suspend for such period of time as it deems necessary in its sole discretion or terminate the Event and the Licence hereunder in an emergency, or whenever in

its sole opinion such suspension or termination may be necessary to ensure the safety of life, or of a structure, or of a neighbouring property, or whenever in its sole opinion the use of the Premises or any part or parts thereof are being carried out in an unsafe manner, and the Licensors shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the Licensee or any other person or persons, by reason of such suspension or termination by the Licensors.

5. Warranties of Authority of Licensee

The Licensee expressly represents, acknowledges, agrees and warrants, in addition and not to derogate from the representations and warranties found elsewhere in this Agreement as follows:

- (a) The Rotary Club of Dundas Valley Sunrise has authorized the Licensee to enter into this Agreement and is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Licensee under this Agreement by any agreement, constating documents, constitution, legislation, statute, act, regulation, order or otherwise,
- (b) To the best of the Licensee's information and belief and after making diligent inquiries, the Licensee is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement

6. Responsibilities of the Licensee

- (1) Without limiting or restricting in any way any other responsibilities and obligations of the Licensee in this Agreement, the Licensee shall, at its sole cost:
 - (a) submit a Festival and Event Approval Application to the City of Hamilton Special Event Advisory Team (S.E.A.T) to seek approval to hold the Event; and satisfy all conditions as outlined in the Festival and Event Approval Application Guidelines and in written correspondence from S.E.A.T to the Licensee that are applicable to the Event;
 - (b) use the fee payable by the Licensors pursuant to section 3 of this Agreement towards the Event, and bear all excess costs and expenses in connection with the Event except as outlined in subsection 3(2);
 - (c) permit entry onto the Premises by the public, free of charge;
 - (d) arrange for the supply of, and payment for, fireworks, services, materials, a sound system for emergency and cancellation announcements, and any other items required for the Event;
 - (e) work with the Hamilton Fire Department to plan for fire protection on the Premises in the event of an emergency;
 - (f) arrange for the supply of, and payment for, paramedic and/or first aid services on the Premises during the Event;
 - (g) arrange for the supply of, and payment for, security protection upon the Premises through either the Hamilton Police Service and/or private sector company security personnel licensed by the Province of Ontario;
 - (h) arrange for the supply of, and payment for, closure of the Premises to non-permitted vehicles and traffic management services on streets adjacent to the Premises;
 - (i) arrange for the securing of, and payment for, fireworks permits, road closure permit and road closure services for Helen Street, and other permits required for delivery of the Event;

- (j) not knowingly allow the introduction or use of beer or other alcoholic beverages or liquors upon the Premises without the written consent of the City and on such conditions as the City may impose including, but not limited to, strict compliance with the City of Hamilton Municipal Alcohol Policy.
- (k) not knowingly allow the introduction or use of illegal narcotics upon the Premises;
- (l) accept responsibility for any performance of copyright music. The Licensor will in no way be responsible for any infringement of copyright which may occur on the Premises during the occupancy of the Licensee;
- (m) provide clean-up services for the Premises;
- (n) provide sufficient portable toilets, having regard to the estimated number of attendees;
- (o) erect a fence barrier to maintain a safety perimeter around the fireworks, in accordance with federal laws and regulations, Hamilton Fire Department requirements, and any other applicable law or regulation;
- (p) promote the Event and, in so doing, include either visual acknowledgement of the City's support of the Event through use of the City's logo or verbal acknowledgment through use of the phrase: "produced with the support of the City of Hamilton";
- (q) display signage upon the Premises that includes visual acknowledgement of the City's support of the Event through use of the City's logo or through use of the text phrase: "produced with the support of the City of Hamilton";
- (r) work with Hamilton Emergency Services to develop an Event Emergency Management Plan that includes how the Licensee will communicate effectively with the public about any emergencies that arise during the Event (including but not limited to, lost children);
- (s) water down the Dundas Tennis Club's tennis courts to prevent damage from fireworks debris;
- (t) contract food vendors to supply food and non-alcoholic beverages upon the Premises during the Event. All food vendors must have a valid City of Hamilton issued license to participate at the Event. Furthermore, the Licensor acknowledges that any food concessionaire operating out of the Premises under contract with the City of Hamilton does not have the right to be the sole food vendor during the Event;
- (u) at all times keep the Premises and any buildings, structures, erections or improvements thereon reasonably clean and free from debris, discarded or unnecessary materials, equipment or supplies, waste paper, empty containers and all other unsightly or potentially dangerous rubbish;
- (v) not permit any damage, disfiguration or injury to the Premises or any of the equipment, chattels, fixtures, buildings, structures, landscaping, erections or improvements of the Licensor thereof, and promptly to report any such damage, disfiguration or injury to the Licensor pursuant to section 10;
- (w) ensure that all materials, equipment and supplies delivered to the Premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;
- (x) take all required measures, including those required by authorities having jurisdiction or instructed by the Licensor, to protect the public and those employed on the Premises from bodily harm and to protect adjacent public and private property and Licensor's property from damage, including but not limited to the cancellation or termination of the Event;
- (y) not use or produce on the Premises or allow to be brought on to the Premises any noxious, offensive, toxic or hazardous substance or any vehicles, equipment or parts which contain any such substances, or any substance which if it were to remain on or escape from the Premises would contaminate the Premises or any other property to which it came in contact. This provision shall not apply to prevent the Licensee from bringing vehicles and equipment, which contain gasoline and engine oil, upon the

Premises provided that such vehicles are adequately protected against the escape of such substances, nor shall it prevent the Licensee from displaying the fireworks for the Event in accordance with this Agreement;

- (z) reimburse the City for costs relating to the provision of Parks staff services and associated fees, as determined in advance by the appropriate authority within the City's Parks department or as otherwise determined by the City.
- (2) If inclement weather threatens the carrying out of the Event, then the following provisions shall apply:
 - (a) the Licensee or the Licensors may determine the necessity of cancelling the Event in the event of health, safety, or security by 8:00pm on the scheduled day of the Event;
 - (b) the Licensee shall immediately notify the City staff person responsible for the management of deliverables in this Licence and Service Agreement, the City's Fire Prevention office, Hamilton Street Railway Control Centre, and Hamilton Police Service office of the cancellation and any changes to fireworks display time and/or date;
 - (c) the Licensee shall notify the public of the cancellation through the sound system on the Premises;
 - (d) if the Event does not take place on either of the days set out in subsections 1(2) and 1(3), the Licensee shall reimburse the Licensors the amounts paid pursuant to section 3(2) hereof, but only to the extent that any such amounts are not owed to Event vendors and/or suppliers of goods and services rendered.

7. Responsibilities of the Licensors

The Licensors shall, at its cost:

- (a) provide lighting and access to existing washroom facilities during the Term;
- (b) provide garbage cans;
- (c) notify the public of the cancellation of the Event and any changes to fireworks display time and/or date through the Licensors's social media accounts and issuance of a public service announcement to local media.

8. Observance of Laws, Statutes and Regulations

(1) The Licensee shall comply at its own expense with, and conform to, all applicable statutes, laws, by-laws, policies, regulations, ordinances, notices, rulings and orders of the federal, provincial or municipal government from time to time in effect during the Term of this Agreement and any renewal or extension thereof. Without limiting the foregoing, the Licensee, at its own expense, shall obtain all necessary municipal, provincial, federal or other governmental approvals, permits and licences to conduct its business, operations and/or activities in or upon the Premises prior to entering the subject Premises.

(2) Without limiting the generality of subsection 8(1), the Licensee shall comply with all applicable City policies and procedures, including but not limited to the Licensors's Festival and Event Approval Guide and the Policy for Commercial Advertising and Sponsorship. The Licensee acknowledges having received a copy of the Festival and Event Approval Guide and Policy for Commercial Advertising and Sponsorship.

(3) Where there is any conflict between the terms of this Agreement and the Festival and Event Approval Guide, the provisions of this Agreement shall prevail and be given effect to.

(4) The Licensee shall further comply at its own expense with the rules and regulations established by the Licensors for the Premises from time to time, including without limitation those relating to permitted hours of use.

(5) The Licensee acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 and that any information provided to the City in connection with this Agreement is subject to disclosure in accordance with the requirements.

9. Alterations and Additions

The Licensee shall not make any alterations or additions whatsoever to the Premises without the prior written approval of the Licensors. Without limiting the generality of the foregoing, the Licensee shall not construct, renovate, install or erect any buildings, structures, fixtures, grounds, improvements or other facilities without first obtaining the written approval of the Licensors for such works. The Licensee shall at its own cost and expense prepare the Premises appropriately for the approved use, and the Licensors shall not be responsible in any way for any improvement or preparation of the Premises. The Licensee shall implement, at its sole cost and expense, all precautions, measures and safeguards as are necessary and as instructed by the Licensors to protect the public from injury during any approved alterations or additions of the Premises.

10. Notice of Accident, Injury or Harm

The Licensee shall give immediate written notice with complete details thereof, to the Licensors of any accident, injury or harm to any person on or using the Premises and conducting the Event or of any damage, loss or defect in or to any part of the Premises or any damage or loss of any property of any person using the Premises or any damage or loss of any property of the Licensors in the Premises which comes to the attention of the Licensee, its officers, employees, members, servants or contractors, notwithstanding that the Licensors may not have any obligation with respect to same.

12. Insurance and Indemnification

(1) For the purposes of this Section, "Licensors" means the City of Hamilton, as well as any and all of its elected officials, representatives, officers, employees, servants, consultants, agents and contractors (other than the Licensee) and "Licensee" means the Licensee as well as any officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign and invitee of the Licensee or of any person permitted or allowed by the Licensee to enter upon or use the Premises.

(2) The Licensee agrees to obtain and maintain in force throughout the duration of this Agreement, including any permitted possession after the Term, at its sole cost and expense including the payment of all deductibles, the following policies of insurance for the specified limits, or such other policies of insurance or higher limits as the Licensors acting reasonably and prudently may from time to time require:

- (a) Commercial General Liability insurance covering against any and all claims for bodily injury, including death, personal injury, and property damage or loss, including acts or omissions of the Licensee, its employees, contractors, sub-contractors, agents and invitees and in a form and with an insurance company acceptable to the Licensor. Such policies of insurance shall have a limit of coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence or such higher limits as the Licensor, acting reasonably and prudently, may from time to time require. Such policies of insurance shall include, but not be limited to the following: blanket contractual liability; land and premises liability; occupier's liability, completed operations liability; products liability; owners and contractors liability; non-owned automobile liability; cross-liability and severability of interest provisions;
 - (b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario including third party liability insurance and at least Two Million Dollars (\$2,000,000.00) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated by or on behalf of the Licensee; and
 - (c) such other forms of insurance as may be reasonably and prudently required by the Licensor from time to time.
- (3) The Licensee shall cause its subcontractor providing the display of fireworks for the Event to obtain and maintain in force throughout the duration of the Agreement and to provide proof of the following insurance;
- (a) Commercial General Liability insurance covering against any and all claims for bodily injury, including death, personal injury, and property damage or loss, including acts or omissions of the fireworks provider, its employees, contractors, sub-contractors, and agents and in a form and with an insurance company acceptable to the Licensor. Such policies of insurance shall have a limit of coverage of not less than Five Million Dollars (\$5,000,000.00) per occurrence or such higher limits as the Licensor, acting reasonably and prudently, may from time to time require. Such policies of insurance shall include, but not be limited to the following: blanket contractual liability; land and premises liability; occupier's liability, completed operations liability; products liability; owners and contractors liability; non-owned automobile liability; cross-liability and severability of interest provisions.
- (4) The Licensee shall maintain Property Insurance, 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 but not limited to its equipment, tools, stock, used in connection with this Agreement.
- (5) All such Commercial General Liability insurance policies and certificates shall name as additional insured the Licensor. Such policies shall also require at least thirty (30) days' written prior notice of any change to or amendment, cancellation, expiration or termination of the coverage under such policies to be given to the Licensor herein and be in a form satisfactory to the Licensor. All insurers shall be licensed to do business in Ontario, and such insurers and the insurance coverages shall be acceptable to the Licensor acting reasonably and prudently. The

Licensee shall deliver to the Licensor certificates of insurance originally signed by authorized insurance representatives, or, if required by the Licensor, certified copies of such policies prior to the execution of this Agreement and for all renewals/extensions thereafter during the Term of this Agreement no later than sixty (60) days prior to their renewal date and at any other time upon request by the Licensor. In the event that the Licensee fails to do so, then this Agreement may be immediately terminated at the Licensor's option without further notice. All insurance coverages to be provided by the Licensee herein shall be primary and not call into contribution any other insurance coverages available to the Licensor. Insurance requirements and coverage herein shall not limit, reduce, or waive any of the Licensee's obligations to indemnify the Licensor pursuant to this Agreement herein or the liabilities assumed by the Licensee under this Agreement. The Licensee shall not do or omit to do anything that may breach, limit, restrict, or prejudice the terms or conditions of the insurance coverages referred to herein.

(6) The Licensee shall defend and indemnify the Licensor and save it harmless from any and all losses, costs, damages, or claims, actions, demands, liabilities and expenses (including, without limitation, solicitor fees) in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of the Event or any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Licensee or anyone for whom it is responsible at law; or (c) arising from any breach by the Licensee of any provisions of this Agreement. The foregoing indemnity shall survive the termination of this Agreement notwithstanding any provision of this Agreement to the contrary.

(7) The Licensee shall use the Premises at its sole risk, and the Licensor shall not be liable for any loss, injury or damage caused to persons using the Premises or to any property, except to the extent that same is attributable or caused by the negligence of the Licensor, the responsibility for insuring against any such loss, injury or damage being that of the Licensee. In addition and without limitation, the Licensee agrees that the Licensor, except to the extent that same is attributable or caused by the negligence of the Licensor, shall not be liable for and hereby releases the Licensor from:

- (a) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
- (b) any and all claims, actions, causes of action, damages, demands for damages and other liabilities for or related to:
 - (i) any bodily injury, personal injury, illness or discomfort to or death of the Licensee or any of its employees, contractors, invitees, customers, others for whom it is in law responsible or any other, in or about the Premises; and
 - (ii) any loss or damage to all property in or about the Premises owned by the Licensee or others;
- (c) any indirect or consequential damages including, but not limited to, loss of profit.

13. Breach/Failure to Perform

(1) Any of the following occurrences or acts shall constitute an event of default by the Licensee:

- (a) the Licensee fails to make any payment of any sums herein required to be paid, regardless of whether demand for payment is made or not;
- (b) the Licensee fails to perform any covenant, condition or obligation required to be performed or observed under this Agreement;
- (c) the Licensee (i) becomes bankrupt; (ii) has its property seized or attached in satisfaction of a judgment; (iii) has a receiver appointed; (iv) commits any act or neglects to do anything with the result that a construction lien or other encumbrance is registered against the Lands or any part thereof; (v) without the Licensors written consent, makes or enters into an agreement for a sale of its assets to which the *Bulk Sales Act* applies; (vi) takes action with a view to winding up, dissolution or liquidation of the Licensee;
- (d) any insurance policy is canceled or not renewed by reason of the use or occupation of the Premises or by reason of non-payment of premiums; and
- (e) the Premises become vacant or abandoned or are used by any other person or persons for any purpose other than as provided for in this Agreement without the Licensors written consent.

(2) When a default on the part of the Licensee has occurred:

- (b) all amounts payable in respect of the Licence Fee, together with all other amounts owing by the Licensee to the Licensors, including those payments not yet due if any, shall immediately become due and payable; and
- (b) the Licensors shall have the right to terminate this Agreement, or in lieu of termination, the Licensors shall have the right to re-enter the Premises and to retake possession of the Premises and deal with them as it may choose.

(3) When a default has occurred and the Licensors chooses not to terminate this Agreement, the Licensors shall have the right, but not the obligation, to take any and all necessary steps to rectify any or all acts of default of the Licensee and to charge the costs of such rectification (including but not limited to, solicitor fees on a substantial indemnity basis) to the Licensee and to recover the costs from the Licensee, which amount shall be immediately due and payable.

(4) No acceptance of the Licence Fee subsequent to any breach or default, other than non-payment of Licence Fee, shall be taken to operate as a waiver or condoning of any term, condition or covenant of this Agreement nor in any way to defeat or affect the rights of the Licensors hereunder. The Licensors rights under this Agreement shall not in any manner be prejudiced even if the Licensors has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Agreement by the Licensee nor shall the Licensors rights in any way be limited or restricted by any other right or privilege that the Licensors may have under this Agreement or provided by law. Upon default by the Licensee under any term, covenant or condition of this Agreement, and at any time after the default, the Licensors shall have all rights and remedies provided by law and by this Agreement. No delay or

omission by the Licensor in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the Licensor may remedy any default by the Licensee in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Licensee. The failure of the Licensor to insist upon strict performance of any of the covenants, terms or conditions of this Agreement, in any one or more instances, shall not be construed as a waiver of its right to insist on compliance with same or any other covenant, term or condition at any time. All rights and remedies of the Licensor granted or recognized in this Agreement or by law are cumulative and may be exercised at any time from time to time independently or in combination. No covenant, term or condition of this Agreement shall be deemed to have been waived by the Licensor unless the waiver is in writing and signed by the Licensor.

15. Removal of Licensee's Property

Upon the expiration of the Term or earlier termination of this Agreement, the Licensee shall immediately cease activities and operations at the Premises and make whatever arrangements are necessary to leave the Premises in a clean, tidy and safe condition free from any hazards. In addition, the Licensee shall remove, at its own expense, all equipment, chattels, fixtures, buildings, structures, erections, improvements, approved additions and approved alterations pursuant to section 9 placed or made by the Licensee on the Premises or supplies and materials deposited on the Premises by the Licensee, and replace any top soil or trees removed and shall restore the Premises to the satisfaction of the Licensor, and upon failure to do so within ten (10) days of expiration or earlier termination as aforesaid, the Licensor may remove all or any of the said equipment, chattels, fixtures, buildings, structures, erections or improvements of the Licensee or supplies and materials so deposited by it and restore the Premises to their former condition and shall be entitled to recover all costs and expenses arising from and related to same from the Licensee and in no event shall the Licensor be required to pay compensation to the Licensee in respect of any such equipment, chattels, fixtures, buildings, structures, erections or improvements or supplies or materials or return same to the Licensee. Notwithstanding anything contained herein to the contrary, the Licensee shall not be entitled to remove any equipment, chattels, furnishings, fixtures, buildings, structures, erections or improvements or supplies or materials donated or supplied to the Premises by the Licensor.

18. No Assignment, Transfer or Encumbrance

The Licensee shall not assign or transfer this Agreement or any part thereof, or encumber its rights hereunder, nor shall it sublet or part with or share possession of the whole or any part of the Premises. Any attempt to assign, transfer or encumber any of the rights, duties or obligations in this Agreement or sublet the Premises is void.

Notwithstanding the foregoing, the Licensee shall subcontract to a third party to provide the display of fireworks. The Licensee shall ensure that such third party is acceptable to the City, that the third party is qualified to display the fireworks and perform all related works, and that all safety precautions, permits, laws and regulations are fully complied with at all times. No subcontracting by the Licensee shall relieve the Licensee of any responsibility for the full performance of all obligations of the Licensee under this Agreement, and despite the subcontracting to any third party, the Licensee shall be fully responsible for every subcontractor's activities, works and acts.

19. Miscellaneous

(1) 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

to the Licensor at: City of Hamilton
City Hall, 71 Main Street West
Hamilton, Ontario
L8P 4Y5
Attention: City Clerk

with a copy to: City of Hamilton
Tourism and Culture Division
28 James Street North, 2nd Floor
Hamilton, Ontario
Attention: Director, Tourism and Culture Division

and to the Licensee: Rotary Club of Dundas Valley Sunrise
c/o L. Ross Bannatyne
43 Valleyside Lane
Dundas, Ontario
L9H 0A7
Attention: Grant Armstrong, President

or such other address as the Licensor or Licensee may, from time to time, advise each other by notice in writing. All notices delivered personally shall be deemed received upon delivery. All notices delivered by e-mail or 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, by e-mail or by facsimile.

(2) This Agreement and all terms, covenants, conditions, provisions and licence fees herein reserved shall be binding upon and shall enure to the benefit of the Licensor and Licensee and their respective heirs, executors, administrators, successors and permitted assigns.

(3) The Licensor shall have the right to satisfy any amount from time to time owing by it to the Licensee by way of a set-off against any amount from time to time owing by the Licensee to the Licensor, including but not limited to any amount owing to the Licensor pursuant to the Licensee's indemnification of the Licensor in this Agreement.

(4) To the extent that the Licensor is unable to fulfil, is delayed or is restricted in fulfilling any of its obligations contained in this Agreement by reason of any act of God, act of terror, any labour strike or disruption, or by reason of any statute, law or order-in-council, or any regulation, by-law or order passed thereunder or made pursuant thereto, including a by-law of the municipal Council of the City, or the order or direction of any government department, official or other authority, including the Licensor acting in its capacity as a municipal authority, or of any administrator, controller or board; not being able to obtain any permission or authority required by or under any statute, law or order-in-council, or any regulation, by-law or order; or any other

cause beyond its control, whether of the foregoing character or not, the Licensor shall, in its sole discretion, be entitled to terminate this Agreement, extend the time to fulfil its obligation or amend the obligation thereby restricted to conform with such restriction and the Licensee or any other person affected is not entitled to any compensation whatsoever whether for any inconvenience, nuisance, discomfort, damages, loss or otherwise thereby occasioned.

(5) This Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

(6) 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.

(7) The headings to each section are inserted for convenience of reference only and do not form part of the Agreement.

(8) This Agreement shall be governed by, and construed under, the laws of the Province of Ontario.

(9) All obligations of the Licensee will expressly, or by their nature, survive termination or expiry of this Agreement until, and unless, they are fulfilled or by their nature expire.

(10) Time is of the essence for this Agreement and for every part hereof.

(11) This Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.

(12) Any schedules attached to or referred to in this Agreement shall form an integral part of this Agreement.

(13) Without restricting or limiting the rights and privileges of the Licensor to any broader interpretation, any "breach" or "default" of or in respect of a term, covenant, warranty, condition or provision of this Agreement caused by an officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, licensee of the Licensee or of any person permitted or allowed by the Licensee to enter upon or use the Premises shall constitute a breach or default by the Licensee.

(14) If any provision or provisions of this Agreement or parts thereof or the application thereof to any person or circumstances shall be found by any court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(15) If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) sign this Agreement as the Licensee, the liability of each such individual, corporation, partnership or other business association to pay the Licence Fee and to make and perform all other payments and obligations hereunder shall be deemed to be joint and several. In like manner, if the Licensee is a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several. The Licensee warrants and represents that it is duly formed and in good standing, and has full corporate or partnership authority, as the case may be, to enter into this Agreement, and has taken all corporate or partnership action, as the case may be, necessary to make this Agreement a valid and binding obligation, enforceable in accordance with its terms.

(16) The Licensee acknowledges and agrees that it has been advised by the City to consult a lawyer before executing this Agreement. The Licensee further acknowledges and agrees that it, its officers and directors have either obtained independent legal advice from their own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. Nevertheless, the Licensee and its authorized signing officers set out below acknowledge that they have read this Agreement, understand the terms and conditions and the Licensee's rights and obligations under this Agreement and agree to be bound by same. Lastly, the Licensee and its authorized signing officers set out below acknowledge and agree that this Agreement is being executed voluntarily.

20. Option to Renew

- (1) The City shall have the option to renew this Agreement for the May 2021 long weekend by no later than January 1, 2021 upon written notice to the Licensee, upon the same terms and conditions as are herein contained, save and except that:
 - (a) the Event shall be held on **Sunday, May 23, 2021**, and if inclement weather prohibits the Event from taking place on said date, the Event shall be held on **Monday, May 24, 2021**, and the dates in the Agreement shall be adjusted accordingly.
- (2) Whether or not the City has exercised its option to renew in subsection 20(1), the City shall have the option to renew this Agreement for the May 2022 long weekend by no later than January 1, 2022 upon written notice to the Licensee, upon the same terms and conditions as are herein contained, save and except that:
 - (a) the Event shall be held on **Sunday, May 22, 2022**, and if inclement weather prohibits the Event from taking place on said date, the Event shall be held on **Monday, May 23, 2022**, and the dates in the Agreement shall be adjusted accordingly.
- (3) Whether or not the City has exercised its option to renew in subsection 20(1) or 20(2), the City shall have the option to renew this Agreement for the May 2023 long weekend by no later than January 1, 2023 upon written notice to the Licensee, upon the same terms and conditions as are herein contained, save and except that:
 - (a) the Event shall be held on **Sunday, May 21, 2023**, and if inclement weather prohibits the Event from taking place on said date, the Event shall be held on **Monday, May 22, 2023**, and the dates in the Agreement shall be adjusted accordingly.

- (4) Whether or not the City has exercised its option to renew in subsection 20(1), 20(2) or 20(3), the City shall have the option to renew this Agreement for the May 2024 long weekend by no later than January 1, 2024 upon written notice to the Licensee, upon the same terms and conditions as are herein contained, save and except that:
- (a) the Event shall be held on **Sunday, May 19, 2024**, and if inclement weather prohibits the Event from taking place on said date, the Event shall be held on **Monday, May 20, 2024**, and the dates in the Agreement shall be adjusted accordingly.

[signature page to follow]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement by its officers duly authorized in that behalf and caused to be affixed its corporate seal.

CITY OF HAMILTON

Mayor – F. Eisenberger

City Clerk – A. Holland

Date

Name: Grant Armstrong

Title: President
in his personal capacity and as an agent
of the Rotary Club of Dundas Valley Sunrise

Witness
[sign name]

Witness
[print name]

Date

- It is not in the public interest to have open-ended funding.
- It is not in the public interest for public funds to provide individuals their lawyer of choice at that lawyer's regular hourly rate.
- The City should establish reasonable hourly rates for senior and junior counsel for the purposes of the Inquiry.
- Whatever hourly rate or scale of compensation the City selects, it should include reasonable time for preparation by counsel as well as for attendance at the hearings
- The City should either limit the number of counsel or specify the use that would be made of junior counsel.
- Counsel should be entitled to compensation for their reasonable and necessary disbursements.
- Where appropriate, disbursement rates should be set.
- Limits should be set on preparation time.
- Time spent at the hearings should be limited to a reasonable number of hours.
- Attendance of counsel at the hearings should be limited to attending when the client's interests are engaged.
- No fees incurred before the date of Council's decision to hold the Inquiry should be paid.
- No fees related to any other matters (e.g., civil litigation) should be paid.
- Counsel's accounts will be subject to assessment.
- The City Manager's decision is final.
- Any additional guidelines the City Manager deems necessary.