



## GENERAL ISSUES COMMITTEE REPORT 22-014

July 4, 2022

Council Chambers, City Hall, 2<sup>nd</sup> Floor  
71 Main Street West, Hamilton, Ontario

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

**Absent:** Councillors M. Wilson and T. Whitehead – Personal

### THE GENERAL ISSUES COMMITTEE PRESENTS REPORT 22-014, AND RESPECTFULLY RECOMMENDS:

1. **Waterdown Business Improvement Area (BIA) Revised Board of Management (PED22152) (Ward 15) (Item 7.1)**
  - (a) That the following individuals be appointed to the Waterdown Business Improvement Area (BIA) Board of Management, effective July 8, 2022;
    - (i) Shari Reaume; and,
    - (ii) Buket Necip; and,
  - (b) That the following individual be appointed to the Waterdown Business Improvement Area (BIA) Board of Management, effective July 19, 2022.
    - (i) Christina Birmingham.
2. **Emergency Operations Centre COVID-19 Recovery Phase and After-Action Reporting (CM22010) (City Wide) (Item 7.2)**

That Report CM22010, respecting the Emergency Operations Centre COVID-19 Recovery Phase and After-Action Reporting, be received.

**3. Annual Update on Economic Development Action Plan (PED22104) (City Wide) (Item 8.1)**

That Report PED22104, respecting the Annual Update on Economic Development Action Plan, be received.

**4. City Manager 2021 – 2022 Review (CM22011) (City Wide) (Item 8.2)**

That Report CM22011, respecting the City Manager 2021-2022 Review, be received.

**5. Term of Council Priorities 2018 to 2022 Summary Report (CM16003(e)) (City Wide) (Item 8.3)**

That Report CM16003(e), respecting the Term of Council Priorities 2018 to 2022 Summary Report, be received.

**6. Commonwealth Games 2030 - Revised Memorandum of Understanding (PED19108(i)) (City Wide) (Item 10.1)**

That the General Manager of Finance and Corporate Services, or their designate, be authorized and directed to execute, on behalf of the City of Hamilton, a Memorandum of Understanding (MOU) with Hamilton100 Commonwealth Games Bid Corporation (Hamilton100), attached as Appendix "A" to Report 22-014, and any other required ancillary documents or agreements, all in a form satisfactory to the City Solicitor.

**7. Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Application, 415 Main Street West, Hamilton ERG-21-05 (PED22136) (Ward 1) (Item 10.2)**

- (a) That Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Application ERG-21-05, submitted by Main 415 Inc. (Morteza Vossough and Shahram Heidari), owner of the property at 415 Main Street West, Hamilton for an ERASE Redevelopment Grant not to exceed \$239,325, for estimated eligible remediation costs provided over a maximum of ten years, be authorized and approved in accordance with the terms and conditions of the ERASE Redevelopment Agreement;
- (b) That the General Manager of the Planning and Economic Development Department be authorized and directed to execute the Environmental Remediation and Site Enhancement (ERASE) Redevelopment Agreement

together with any ancillary documentation required, to give effect to the ERASE Redevelopment Grant for Main 415 Inc. (Morteza Vossough and Shahram Heidari), owner of the property at 415 Main Street West, Hamilton in a form satisfactory to the City Solicitor; and,

- (c) That the General Manager of the Planning and Economic Development Department be authorized and directed to administer the Grant and Grant Agreement including but not limited to: deciding on actions to take in respect of events of default and executing any Grant Amending Agreements, together with any ancillary amending documentation, if required, provided that the terms and conditions of the Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant, as approved by City Council, are maintained and that any applicable Grant Amending Agreements are undertaken in a form satisfactory to the City Solicitor.

**8. Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Application, 4 Vickers Road, Hamilton ERG-20-03 (PED22148) (Ward 7) (Item 10.3)**

- (a) That Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Application ERG-20-03, submitted by DiCenzo (Linden Park) Holdings Inc., owner of the property at 4 Vickers Road, Hamilton for an ERASE Redevelopment Grant not to exceed \$68,527 in actual eligible costs for the abatement and removal of designated substances and hazardous materials to be provided over a maximum of ten years, be authorized and approved in accordance with the terms and conditions of the ERASE Redevelopment Agreement;
- (b) That the General Manager of the Planning and Economic Development Department be authorized and directed to execute the Environmental Remediation and Site Enhancement (ERASE) Redevelopment Agreement together with any ancillary documentation required, to give effect to the ERASE Redevelopment Grant for DiCenzo (Linden Park) Holdings Inc., owner of the property at 4 Vickers Road, Hamilton in a form satisfactory to the City Solicitor; and,
- (c) That the General Manager of the Planning and Economic Development Department be authorized and directed to administer the Grant and Grant Agreement including but not limited to: deciding on actions to take in respect of events of default and executing any Grant Amending Agreements, together with any ancillary amending documentation, if required, provided that the terms and conditions of the Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant, as approved by City Council, are maintained and that any applicable Grant

Amending Agreements are undertaken in a form satisfactory to the City Solicitor.

**9. Revitalizing Hamilton Tax Increment Grant - 9 Robert Street (PED22147)  
(Ward 2) (Item 10.4)**

- (a) That a Revitalizing Hamilton Tax Increment Grant Program (RHTIG) Application submitted by 2691597Ontario Inc. (Golden Spruce Homes Inc., 1943255 Ontario Inc., Damian Guiducci, Joshua Abraham, Terrence Chung), for the property at 9 Robert Street, Hamilton, estimated at \$155,738.85 over a maximum of a four year period, and based upon the incremental tax increase attributable to the redevelopment of 9 Robert Street, Hamilton, be authorized and approved in accordance with the terms and conditions of the RHTIG;
- (b) That the General Manager of the Planning and Economic Development Department be authorized and directed to execute a Grant Agreement together with any ancillary documentation required, to give effect to the RHTIG for 2691597Ontario Inc. (Golden Spruce Homes Inc., 1943255 Ontario Inc., Damian Guiducci, Joshua Abraham, Terrence Chung) for the property known as 9 Robert Street, Hamilton, in a form satisfactory to the City Solicitor; and,
- (c) That the General Manager of the Planning and Economic Development Department be authorized and directed to administer the Grant, and Grant Agreement including, but not limited to, deciding on actions to take in respect of events of default and executing any Grant Amending Agreements, together with any ancillary amending documentation, if required, provided that the terms and conditions of the RHTIG Program, as approved by City Council, are maintained and that any applicable Grant Amending Agreements are undertaken in a form satisfactory to the City Solicitor.

**10. Public Engagement Policy and Administrative Framework (CM21011(a))  
(City Wide) (Item 10.5)**

- (a) That staff be directed to develop a corporate-wide Public Engagement Policy and Administrative Framework that is informed by public feedback and consultation efforts with relevant stakeholder groups including residents, community partners, the City's Public Engagement Community of Practice cross-departmental staff members, City's Senior Leadership Team, special workshop with City Council, and priority City-led equity, diversity and inclusion initiatives;

- (b) That temporary resources for 9 months for an amount up to, but not exceeding \$225,000, to be funded from the Tax Stabilization Reserve #110046, be approved for the estimated operating costs to support the development of a corporate-wide public engagement policy and framework; corporate-wide public engagement programming and training; and, Our Future Hamilton Public Engagement Summit, in order to continue the momentum of existing work;
- (c) That the equivalent of 2 FTEs and the associated program budget of \$300,000, be referred to the 2023 operating budget for the Government and Community Relations team, to facilitate corporate-wide public engagement programming, training, and annual costs associated with the Our Future Annual Public Engagement Summit, in order to provide the necessary resources and structure to the support the Government and Community Relations team;
- (d) That staff be directed to identify and source options to support corporate-wide public engagement efforts that are accessible and meet the City's Equity, Diversity and Inclusion goals;
- (e) That staff be directed to update the City's Public Engagement Charter, in consultation with key stakeholders, to ensure alignment with the City's Public Engagement Policy, Administrative Framework and Implementation Plan; and,
- (f) That staff be directed to report back to the General Issues Committee by December 31, 2023 with a status update respecting the Public Engagement Policy and Administrative Framework.

**11. Business Improvement Area Advisory Committee Report 22-006, June 14, 2022 (Item 10.6)**

- (a) **International Village Business Improvement Area Expenditure Request (Item 11.1)**
  - (i) That the expenditure request from the International Village Business Improvement Area, in the amount of \$7,316.97 for the purchase of banners, programming and promotions, to be funded from the Community Improvement Plan (CIP) Contribution Program (BIA Payments Account 815010-56905), be approved; and,
  - (ii) That the expenditure request from the International Village Business Improvement Area, in the amount of \$12,362.71 for the cost of graffiti removal and banners, to be funded from the Shared

Parking Revenue Program (Parking Revenue Account 815010-45559), be approved.

**12. Hamilton-Wentworth District School Board Liaison Committee Report 22-001, May 9, 2022 (Item 10.7)**

**(a) Public Access to Modernized Hamilton Wentworth District School Board Facilities (Artificial Turf Fields) (Item 10.1)**

- (i) That the Public Access to Modernized Hamilton-Wentworth District School Board (HWDSB) Facilities (Artificial Turf Fields) report, be referred to HWDSB staff for a formal detailed response to be brought forward at the next Committee meeting; and
- (ii) That Hamilton-Wentworth District School Board (HWDSB) staff report back to the Hamilton-Wentworth District School Board Liaison Committee with a formal response respecting Public Access to Modernized HWDSB Facilities (Artificial Turf Fields), with all details including costs.

**(b) Bernie Custis Secondary Access to Tim Horton's Field (Item 10.2)**

That staff from the City and Hamilton-Wentworth District School Board report back to the Hamilton-Wentworth District School Board Liaison Committee, with respect to the details, including costs, regarding the removal of the berms at Bernie Custis Secondary School.

**(c) Status of City of Hamilton and Hamilton-Wentworth District School Board Property/Facility Agreements (Item 10.3)**

That the report respecting the Status of City of Hamilton and Hamilton-Wentworth District School Board Property/Facility Agreements, be received.

**(d) Active and Sustainable School Transportation Charter Agreement - Opportunities coming out of the pandemic (Added Item 10.5)**

That staff be directed to report back to the Hamilton-Wentworth District School Board Liaison Committee on the status of and availability of Metrolinx funding for the Active and Sustainable School Transportation Charter Agreement.

**(e) Hamilton-Wentworth District School Board Liaison Committee Terms of Reference Review (Added Item 10.6)**

That the Membership and Mandate sections of the Hamilton-Wentworth District School Board Liaison Committee Terms of Reference, be amended to read as follows:

**(a) MEMBERSHIP**

Total of three Trustees (Chair of the Board and two Trustees)

Total of two Members of Council (Mayor and one member of Council)

Total of three HWDSB Secondary Students (non-voting)

City and Board Staff will be invited to attend meetings, as required.

The term of membership on each committee shall be consistent with the practices of each of the respective bodies.

**(b) MANDATE**

- (1) To strengthen the relationship between the City and HWDSB;
- (2) To assist in addressing issues affecting the governing bodies;
- (3) To promote increased co-operation, synergies and efficiencies between City Council and HWDSB;
- (4) To explore common interests;
- (5) To better understand and co-ordinate services;
- (6) To increase and maintain regular communication;
- (7) To work in a spirit of co-operation to further the mission of the City and HWDSB;
- (8) Joint initiatives and outcomes will align;

- (9) To develop ongoing collaborative and timely public communication strategies reflective of common purpose, work in progress and outcomes;
- (10) To monitor the work developed by staff on the Joint Property Asset Committee (JPAC) as outlined in the Terms of Reference of JPAC and attached as Appendix “A”; and,
- (11) To promote the health and wellbeing of children and their families.

**13. Non-Union Compensation Sub-Committee Report 22-001, June 21, 2022  
(Item 10.8)**

**(a) Senior Leadership Team Preventative Health Assessment  
(HUR22009) (City Wide) (Item 9.2)**

- (i) That the direction provided to staff in Closed Session, respecting Report HUR22009, Senior Leadership Team Preventative Health Assessment, be approved; and,
- (ii) That Report HUR22009, Senior Leadership Team Preventative Health Assessment, remain confidential until approved by Council.

**(b) Non-Union Benefit Policy (HUR22008) (City Wide) (Item 9.3)**

- (i) That the Non-Union Benefit Policy, attached as Private & Confidential Appendix “A” to Report HUR22008, be approved; and,
- (ii) That Report HUR22008, respecting the Non-Union Benefit Policy and its Private & Confidential Appendix “A” remain confidential until approved by Council, at which time both the report and the appendix may be publicly released.



**14. Advisory Committee for Persons with Disabilities Report 22-007, June 14, 2022 (Item 10.9)**

**(a) Accessible Open Spaces and Parklands Working Group Draft Terms of Reference (Item 7.6 (a))**

That the Accessible Open Spaces and Parklands Working Group Draft Work Plan, attached as Appendix “B” to Report 22-014, as amended, be approved.

**(b) Appointment of Paula Kilburn to the Accessible Open Spaces and Parklands Working Group (Added Item 7.6 (c))**

That Paula Kilburn be appointed to the Accessible Open Spaces and Parklands Working Group of the Advisory Committee for Persons with Disabilities.

**(c) Invitation to Staff Respecting the Differences Between By-laws, Regulations and Guidelines (Added Item 7.6 (d))**

That the appropriate staff be invited to a future meeting of the Advisory Committee for Persons with Disabilities (ACPD) respecting the differences between by-laws, regulations and guidelines, what the City can and cannot enact and what ACPD could recommend be enacted with respect to by-laws, regulations and guidelines.

**15. Airport Sub-Committee Report 22-002, June 28, 2022 (Item 10.10)**

**(a) Airport Sub-Committee – Terms of Reference (Item 7.1)**

That the updated Terms of Reference for the Airport Sub-Committee, that were approved by City Council on June 8, 2022, be received.

**(b) John C. Munro Hamilton International Airport - Conventional Transit Service Levels and Ridership (PW22057) (City Wide) (Item 7.2)**

That Report PW2205,7 respecting the John C. Munro Hamilton International Airport - Conventional Transit Service Levels and Ridership, be received.

**(c) Potential Development and Expansion Proposal at John C. Munro Hamilton International Airport (CYHM, YHM) (PED22159) (Ward 11) (Item 14.2)**

- (i) That the Closed Session Recommendations respecting Report PED22159, Potential Development and Expansion Proposal at John C. Munro Hamilton International Airport (CYHM, YHM), be approved and remain confidential; and,
- (ii) That the complete Report PED22159 respecting the Potential Development and Expansion Proposal at John C. Munro Hamilton International Airport (CYHM, YHM), remain confidential.

**16. Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands (PED19063(d)) (Ward 2) (Item 10.11)**

- (a) That the materials presented by Aeon Studio Group (Aeon) in Appendix “C” to Report PED19063(d) entitled “Aeon Studio Group Submission Package” and Confidential Appendix “D” entitled “Aeon Studio Group Confidential Submission Package – Preliminary Project Construction Costing”, be received;
- (b) That staff be authorized and directed to negotiate the necessary contractual agreements with Aeon, including a Master Development Agreement and/or proposed Agreement(s) of Purchase and Sale, based on the materials submitted by Aeon Studio Group, and the key City parameters, outlined in Appendix “C” to Report 22-014, and report to back to the General Issues Committee for approval, and on such terms and conditions deemed appropriate by the General Manager of Planning and Economic Development or designate, and in a form acceptable to the City Solicitor;
- (c) That staff be authorized and directed to undertake an appraisal, and to retain a development consultant to confirm the developability of the concept for the Barton-Tiffany lands, with a cost not to exceed \$150 K, to be funded from West Harbour Capital Project Account 4411706201, and report back to the General Issues Committee at the same time as the recommended agreements identified in Recommendation (b) of Report PED19063(d);
- (d) That Appendix “D” to Report PED19063(d), respecting the Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands, remain confidential;

- (e) That staff be directed to review opportunities for affordable housing through proceeds of the sale of the Barton-Tiffany lands and report back to the General Issues Committee; and,
- (f) That staff be directed to determine a definition of "affordable housing", from the City's perspective, in the forthcoming report, respecting review opportunities for affordable housing through proceeds of the sale of the Barton-Tiffany lands.

**17. Advisory Committee for Persons with Disabilities Report 22-008, June 28, 2022 (Item 10.12)**

**(a) Advisory Committee for Persons with Disabilities - Accessibility Fair Budget (Item 7.3 (a))**

That the proposed budget for the "Ability First" Advisory Committee for Persons with Disabilities Accessibility Fair, to be held October 5, 2022, attached as Appendix "D" to Report 22-014, be approved, with the purchase, cost and the reservation fee for the banner being approved subject to the following condition:

- (i) the City's ability to store the banner being purchased for this event and for future events by the Advisory Committee for Persons with Disabilities.

**18. Property Acquisition and Exchange to Facilitate Parkland and New School (PED22045) (Ward 6 and Ward 12) (Item 14.1)**

- (a) That the direction provided to staff in Closed Session respecting Report PED22045, Property Acquisition and Exchange to Facilitate Parkland and New School, be approved;
- (b) That the budget for the Property Acquisition and Exchange to Facilitate Parkland and New School, as outlined in Appendix "E" to Report PED22045, be approved;
- (c) That all costs for the Property Acquisition and Exchange to Facilitate Parkland and New School be charged to Project ID Account No. 4401356300, and real estate and legal costs of \$382 K be debited from 59806-4401356300 and credited to Dept. ID Account No. 59806-812036 (Real Estate – Admin Recovery);
- (d) That the City Solicitor be authorized and directed to complete the transactions respecting the Property Acquisition and Exchange to

Facilitate Parkland and New School on behalf of the City, including paying any necessary expenses, amending the closings, due diligence and other dates, and amending and waiving such other terms and conditions as deemed reasonable;

- (e) That the Mayor and Clerk be authorized and directed to execute the requisite agreements and all associated and necessary documents respecting the Property Acquisition and Exchange to Facilitate Parkland and New School, with all such documents to be in a form satisfactory to the City Solicitor; and,
- (f) That the complete Report PED22045, respecting the Property Acquisition and Exchange to Facilitate Parkland and New School, remain confidential until completion of the real estate transactions, except for Appendix “E” to Report PED22045, which is to remain confidential.

**19. Partial Acquisition of Land in Ward 15 (PED22142) (Ward 15) (Item 14.2)**

- (a) That an Option to Purchase, scheduled to close on July 28, 2022, for the Partial Acquisition of Land in Ward 15, as shown in Appendix “A” to Report PED22142, based substantially on the Terms and Conditions, attached as Appendix “B” to Report PED22142, and such other terms and conditions deemed appropriate by the General Manager of the Planning and Economic Development Department, be approved;
- (b) That all costs related to the Partial Acquisition of Land in Ward 15, be charged to Project ID Account No. 59806-4031280288;
- (c) That the sum of \$20,202 be funded from Project ID Account No. 59806-4031280288 and be credited to Dept ID Account No. 59806-812036 (Real Estate – Admin Recovery) for recovery of expenses including real estate and legal fees and costs, with respect to the Partial Acquisition of Land in Ward 15;
- (d) That the City Solicitor be authorized and directed to complete the Partial Acquisition of Land in Ward 15 on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions on such terms, as considered reasonable;
- (e) That the Mayor and Clerk be authorized and directed to execute the necessary documents for the Partial Acquisition of Land in Ward 15, in a form satisfactory to the City Solicitor; and,

- (f) That the complete Report PED22142, respecting the Partial Acquisition of Land in Ward 15, remain confidential until completion of the real estate transaction.

**20. Red Hill Valley Parkway Class Action Update (LS20014(b)) (City Wide) Red Hill Valley Parkway Class Action Update (LS20014(b)) (City Wide) (Item 14.4)**

- (a) That the direction provided to staff in Closed Session, respecting Report LS20014(b) - Red Hill Valley Parkway Class Action Update, be approved; and,
- (b) That Report LS20014(b) respecting the Red Hill Valley Parkway Class Action Update and its appendix remain confidential.

**FOR INFORMATION:**

**(a) APPROVAL OF AGENDA (Item 2)**

The Committee Clerk advised of the following changes the agenda:

**6. DELEGATION REQUESTS**

- 6.1. Dr. Bob Maton, respecting the City's Vaccine Mandate

This delegation has withdrawn their request.

- 6.8 Val Sarjeant, Stoney Creek Athletics, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding

This delegation has withdrawn their request.

- 6.16. Kevin Duffy, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (For the July 4, 2022 GIC)

- 6.17 Dean Hustwick, President and Board Chair, Athletics Ontario, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (For the July 4, 2022 GIC)

## **10. DISCUSSION ITEMS**

10.12. Advisory Committee for Persons with Disabilities Report 22-008,  
June 28, 2022

The agenda for the July 4, 2022 General Issues Committee meeting was approved, as presented.

### **(b) DECLARATIONS OF INTEREST (Item 3)**

- (i) Councillor J. P. Danko, declared a non-disqualifying interest to Item 10.7, respecting the Hamilton-Wentworth District School Board Liaison Committee Report 22-001, May 9, 2022, as his wife is the Chair of the Hamilton-Wentworth District School Board.
- (ii) Councillor S. Merulla declared a non-disqualifying interest to Item 14.1, respecting Report PED22045 - Property Acquisition and Exchange to Facilitate Parkland and New School, as his daughter works for the Conseil Scolaire Catholique Monavenir.
- (iii) Mayor F. Eisenberger declared a non-disqualifying interest to Item 14.1, respecting Report PED22045 - Property Acquisition and Exchange to Facilitate Parkland and New School, as his son works for the Conseil Scolaire Catholique Monavenir.

### **(c) APPROVAL OF MINUTES OF PREVIOUS MEETINGS (Item 4)**

#### **(i) June 15, 2022 and June 23, 2022 (Items 4.1 and 14.2)**

The Minutes of the June 15, 2022 and June 23, 2022 General Issues Committee meetings were approved, as presented.

### **(d) DELEGATION REQUESTS (Item 6)**

The following delegation requests were approved for the July 4, 2022 General Issues Committee:

- 6.2 Cesare Di Donato, Industry Education Council, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding

- 6.3 Richard Gelder, Hamilton Olympic Club, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.4 Carmella Trombetta respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.5 Jeff Anders, Aeon Studio Group, respecting Item 10.11 - Report PED19063(d)), Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands
- 6.6 Mike Strange, Two-time Commonwealth Games Gold Medalist, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.7 Mike Moore, Hamilton Challenger Baseball Association, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.9 Louis Frapporti and P.J. Mercanti, Hamilton100, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.10 Paul Paletta, Alinea Group Holdings Inc., respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.11 Shendal Yalchin, The Hamilton Club, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.12 Ed Dunn, International Children's Games, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.13 Helen Downey, SportHamilton, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.14 Michael Norris, ACFO, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding

- 6.15 Anthony Frisina, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (video)
- 6.16. Kevin Duffy, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding
- 6.17 Dean Hustwick, President and Board Chair, Athletics Ontario, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding

The delegation request submitted by Louis Frapporti and P.J. Mercanti, Hamilton100, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding, was moved up on the agenda to be heard as the first delegate.

**(e) STAFF PRESENTATIONS (Item 8)**

**(i) Annual Update on Economic Development Action Plan (PED22104) (City Wide) (Item 8.1)**

Norm Schleeahn, Director of Economic Development; and, Carrie Brooks-Joiner, Director, Tourism & Culture, provided the presentation respecting Report PED22104 - Annual Update on Economic Development Action Plan.

The presentation, respecting Report PED22104, Annual Update on Economic Development Action Plan, was received.

For disposition of this matter, please refer to Item 3.

**(ii) City Manager 2021 – 2022 Review (CM22011) (City Wide) (Item 8.2)**

Janette Smith, City Manager, provided a presentation respecting Report CM22011, City Manager 2021 – 2022 Review.

The presentation respecting Report CM22011, City Manager 2021 – 2022 Review, was received.

For disposition of this matter, please refer to Item 4.



The presentation and consideration of Item 8.3 - Report CM16003(e), respecting the Term of Council Priorities 2018 to 2022 Summary Report, was DEFERRED until after the consideration of Item 10.1.

**(iii) Term of Council Priorities 2018 to 2022 Summary Report (CM16003(e)) (City Wide) (Item 8.3)**

Janette Smith, City Manager, provided a presentation respecting Report CM16003(e), Term of Council Priorities 2018 to 2022 Summary Report.

The presentation respecting Report CM16003(e), Term of Council Priorities 2018 to 2022 Summary Report, was received.

For disposition of this matter, please refer to Item 6.

**(f) PUBLIC HEARINGS / DELEGATIONS (Item 9)**

**(i) Louis Frapporti and P.J. Mercanti, Hamilton100, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.8)**

The 5-minute speaking limit, outlined in sub-section (6), Section 5.12 – Delegations, of the Procedural by law 21-021, as amended, was waived and the delegation of Louis Frapporti and P. J. Mercanti, Hamilton100 was permitted to take the appropriate time required to provide their presentation to Committee

Louis Frapporti and P. J. Mercanti, Hamilton100, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

**(ii) Cesare Di Donato, Industry Education Council, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.1)**

Cesare Di Donato, Industry Education Council, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (iii) Richard Gelder, Hamilton Olympic Club, respecting Item 10.1 – Report PED19108(i), respecting the Commonwealth Games 2030 – Revised Memorandum of Understanding (Item 9.2)**

Richard Gelder, Hamilton Olympic Club, addressed the Committee respecting Item 10.1 – Report PED19108(i), respecting the Commonwealth Games 2030 – Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (iv) Carmella Trombetta respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.3)**

Carmella Trombetta addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (v) Jeff Anders and Mazyar Mortazavi, Aeon Studio Group, respecting Item 10.11 - Report PED19063(d)), Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands (Item 9.4)**

The 5-minute speaking limit, outlined in sub-section (6), Section 5.12 – Delegations, of the Procedural by law 21-021, as amended, was waived and the delegation of Jeff Anders and Mazyar Mortazavi, Aeon Studio Group, respecting Item 10.11 - Report PED19063(d)), Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands, was permitted to take an additional 5 minutes to provide their presentation to Committee.

Jeff Anders and Mazyar Mortazavi, Aeon Studio Group, addressed the Committee respecting Item 10.11 - Report PED19063(d)), Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands.

For disposition of this matter, please refer to Item 16.

- (vi) **Mike Strange, Two-time Commonwealth Games Gold Medalist, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.5)**

Mike Strange, two-time Commonwealth Games gold medalist, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (vii) **Mike Moore, Hamilton Challenger Baseball Association, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.6)**

Mike Moore, Hamilton Challenger Baseball Association, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (viii) **Paul Paletta, President, Alinea Group Holdings Inc., respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.9)**

Paul Paletta, President, Alinea Group Holdings Inc., addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (ix) **Shendal Yalchin, General Manager and Chief Operating Officer, The Hamilton Club, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.10)**

Shendal Yalchin, General Manager and Chief Operating Officer, The Hamilton Club, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (x) **Ed Dunn, President, International Children's Games Hamilton Inc., respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.11)**

Ed Dunn, President, International Children's Games Hamilton Inc., addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (xi) **Helen Downey, SportHamilton, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.12)**

Helen Downey, SportHamilton, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (xii) **Michael Norris, ACFO Hamilton, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.13)**

Michael Norris, ACFO Hamilton, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (xiii) **Anthony Frisina, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (video) (Item 9.14)**

The video from Anthony Frisina, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding, was shown to the Committee.

For disposition of this matter, please refer to Item 6.

- (xiv) **Kevin Duffy, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.15)**

Kevin Duffy addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

- (xv) **Dean Hustwick, President and Board Chair, Athletics Ontario, respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding (Item 9.16)**

Dean Hustwick, President and Board Chair, Athletics Ontario, addressed the Committee respecting Item 10.1 - Report PED19108(i), respecting the Commonwealth Games 2030 - Revised Memorandum of Understanding.

For disposition of this matter, please refer to Item 6.

All of the delegations respecting Item 10.1 - Report PED19108(i), Commonwealth Games 2030 - Revised Memorandum of Understanding; and, Item 10.11 - Report PED19063(d)), Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands, were received.

For disposition of these matters, please refer to Items 6 and 16.

The General Issues Committee recessed for one half hour until 3:05 p.m.

**(g) DISCUSSION ITEMS (Item 10)**

- (i) **Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands (PED19063(d)) (Ward 2) (Item 10.11)**

**The following Amendment was DEFEATED:**

That sub-section (k)(3) to Appendix "E" to Report PED19063(d), respecting the Memorandum of Understanding with the City and Aeon Studios on Barton-Tiffany Lands, ***be amended*** by adding the words "***options including geared to income housing***", to read as follows:

- (k) Any agreements shall have specific requirements with respect to:
  - (1) the provision of affordable space for local artists;
  - (2) residential unit mix, inclusive of family-friendly residential units;
  - (3) affordable housing ***options including geared to income housing;*** and,
  - (4) sustainability, climate resilience, and environmental performance.

For disposition of this matter, please refer to Item 16.

Report PED19063(d), respecting the Memorandum of Understanding with the City and Aeon Studios on Barton-Tiffany Lands, ***was amended*** by adding new sub-sections (e) and (f), to read as follows:

- (e) ***That staff be directed to review opportunities for affordable housing through proceeds of the sale of the Barton-Tiffany lands and report back to the General Issues Committee; and,***
- (f) ***That staff be directed to determine a definition of "affordable housing", from the City's perspective, in the forthcoming report, respecting review opportunities for affordable housing through proceeds of the sale of the Barton-Tiffany lands.***

For disposition of this matter, please refer to Item 16.

**(h) PRIVATE & CONFIDENTIAL (Item 14)**

Committee moved into Closed Session to discuss Items 14.1, 14.4 and 14.5, pursuant to Section 9.1, Sub-sections (b), (c), (e), (f), and (k) of the City's Procedural By-law 21-021, as amended, and Section 239(2), Sub-sections (b), (c), (e), (f), and (k) of the *Ontario Municipal Act*, 2001, as amended, as the subject matters pertain to personal matters about an identifiable individual, including municipal or local board employees; a proposed or pending acquisition or disposition of land by the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; 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.

**(i) Appendix "D" to Report PED19063(d), respecting the Memorandum of Understanding with City and Aeon Studios on Barton-Tiffany Lands (Item 14.3)**

For disposition of this matter, please refer to Item 16.

**(ii) City Manager 2021-2022 Review (Item 14.5)**

There was no information to report in Open Session respecting the City Manager's 2021-2022 review.

**(h) ADJOURNMENT (Item 15)**

There being no further business, the General Issues Committee adjourned at 7:14 p.m.

Respectfully submitted,

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Esther Pauls, Deputy Mayor  
Chair, General Issues Committee

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Stephanie Paparella  
Legislative Coordinator,  
Office of the City Clerk

**MEMORANDUM OF UNDERSTANDING**

(the "MOU")

**BETWEEN:**

**CITY OF HAMILTON**

(the "City")

**-AND-**

**HAMILTON100 COMMONWEALTH GAMES BID CORPORATION**

(**"Hamilton100"**)

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

**WHEREAS** the City is a municipality created by the *City of Hamilton Act*, 1999, S.O. 1999, c.14, Sched. C;

**AND WHEREAS** Hamilton100 is a corporation incorporated under the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23 and was created for the purpose of organizing, facilitating, preparing, financing and submitting a hosting proposal to secure the 2030 Commonwealth Games in Ontario (the "**Proposal**");

**AND WHEREAS** the Parties previously entered into a memorandum of understanding dated October 3, 2019, as amended, which established areas of collaboration between the Parties in relation to the initial development of the Proposal;

**AND WHEREAS** Hamilton100 has subsequently submitted the Proposal to key Commonwealth Games 2030 stakeholders, including the Provincial Government of Ontario and the Federal Government of Canada, in order to commence the Multi-Party Agreement negotiation process;

**AND WHEREAS** Hamilton100 wishes for the City to become a key stakeholder in the further development and promotion of the Proposal;

**AND WHEREAS** on May 25, 2022, the Council of the City of Hamilton ("**Council**") authorized and directed City staff to negotiate a revised draft memorandum of understanding with Hamilton100 for Council's review and consideration.

**AND WHEREAS** the Parties acknowledge and agree that the City shall execute this MOU subject to the following conditions: (i) that the City shall not assume any liability of any kind, be it legal, financial or otherwise, in relation to the Proposal and (ii) that this MOU shall not be legally binding upon the City;

**NOW THEREFORE**, in consideration of the foregoing, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the City and Hamilton100 agree as follows:



**1. PRIMARY OBJECTIVES AND TIMELINES**

**1.1.** The Primary objectives of this MOU are as follows:

- (a) to confirm Hamilton100's commitment to lead the development of the Proposal for a potential Canadian bid in relation to the 2030 Commonwealth Games;
- (b) to establish the scope of work Hamilton100 are assuming in relation to the development of the Proposal; and
- (c) to establish the role and resources required from the City to support the evolution of the Proposal.

**1.2.** The Parties further acknowledge and agree that the Proposal shall:

- (a) celebrate Hamilton's legacy with the Commonwealth Games and, particularly, the 100th anniversary of the initial British Empire Games held in Hamilton in 1930;
- (b) align with the City's vision ("To be the best place to raise a child and age successfully"), plans, values and priorities including, in particular, its:
  - (i) commitment to equality, diversity, accessibility, tolerance, Green/climate change initiatives, social procurement and social housing; and
  - (ii) Strategic Plan and Recreational Indoor/Outdoor Master Plan;
- (c) enhance Hamilton's reputation, identity and civic pride;
- (d) maximize investment in Hamilton wherever possible;
- (e) utilize existing facilities in Hamilton where appropriate;
- (f) engage in public/private partnerships where appropriate; and
- (g) identify and create long-term legacy projects, and supportive public and private stakeholders, that will facilitate serving the needs of the Hamilton community.

**2. CITY OBLIGATIONS**

The City shall:

- (a) advocate for provincial and federal financial support for the Proposal as part of the City's government relations activities; and

- (b) provide Hamilton100 with an updated letter of endorsement, signed by the Mayor, to host the 2030 Commonwealth Games which acknowledges that the City may be a financial contributor towards the planning, delivery and legacies of the 2030 Commonwealth Games. The City acknowledges that such letter shall be added to the Proposal.

### **3. HAMILTON100 OBLIGATIONS**

Hamilton100 Shall:

- (a) continue to engage with Commonwealth Sport Canada and other public and private stakeholders to advance the primary objectives and timelines under this MOU;
- (b) advocate for provincial and federal financial support for the Proposal, and
- (c) promptly communicate with the City on matters relevant to the advancement of the primary objectives and timelines under this MOU.

### **4. COMMUNICATIONS**

Hamilton100 and the City shall jointly develop and enter into a communications protocol satisfactory to both Parties. The communications protocol will identify Hamilton100 as the lead agency for the development and delivery of bid communications and outline how and when the City will promote Hamilton100 communications on its channels for major announcements and milestones, which shall include the use of the City's social media channels, the City's website and digital/physical assets used by the City for promotional purposes.

### **5. PRINCIPAL CONTACTS**

The principal contacts for each Party are:

**City of Hamilton:**

Mike Zegarac  
General Manager Finance and Corporate Services  
71 Main St W 1st Floor  
Hamilton, ON L8P 4Y5  
(905) 546-2424 x6150

**Hamilton100 Commonwealth Games Bid Corporation:**

PJ Mercanti  
President  
Suite 300 - 77 James Street North  
Hamilton, ON L8K 2K3  
(905) 383-4100

Each Party shall immediately advise the other Party in writing of any change in the contact information for its principal contacts, from time to time.

**6. EFFECTIVE DATES**

This MOU shall take effect on July 8, 2022 (the “**Effective Date**”) and shall remain in effect until the earlier of:

- (a) the execution of a Multi-Party Agreement relating to the hosting of the Commonwealth 2030 Games between the City, Hamilton100, Commonwealth Sport Canada, the Provincial Government of Ontario and the Federal Government of Canada;
- (b) either the Provincial Government of Ontario or the Federal Government of Canada declines to participate in the negotiation of a Multi-Party Agreement relating to the hosting of the Commonwealth 2030 Games; or
- (c) either Party provides written notice of termination of this MOU to the other Party.

**7. NO JOINT VENTURE/NON-ENFORCEABILITY/ENTIRE AGREEMENT**

The Parties agree that, notwithstanding this MOU, they are not entering into a partnership, joint venture, agency relationship or any other business arrangement, nor is the intent of the Parties to enter into a commercial undertaking for monetary gain. Neither Party shall be granted the authority under this MOU to bind the other Party.

For greater certainty, and consistent with the advice provided by Commonwealth Sport Canada, the Parties acknowledge and agree that the City shall execute this MOU subject to the following conditions: (i) that the MOU is not legally binding upon the City and that if the 2030 Commonwealth Games are awarded to Canada then the respective obligations of all parties shall be codified in a subsequent agreement, subject to the mutual agreement of all parties, and (ii) that the City shall not assume any liability of any kind, be it legal, financial or otherwise, in relation to or arising from the Proposal and/or this MOU.

The Parties acknowledge and agree that this MOU sets forth the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all previous memorandums of understanding, agreements or understandings between the Parties with respect to the subject matter herein, whether written, oral, expressed or implied.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** the Parties have executed this MOU as of the Effective Date.

**HAMILTON100 COMMONWEALTH GAMES BID CORPORATION**

Per: \_\_\_\_\_

Name: PJ Mercanti

Title: President

*I have the authority to bind Hamilton100.*

**CITY OF HAMILTON**

Per: \_\_\_\_\_

Name:

Title:

*I/We have the authority to bind the Corporation.*

Accessible Open Spaces and Parklands Working Group  
Work Plan (Working Group Guidelines)  
Draft 2  
March 23, 2022

Purpose

The Accessible Open Spaces and Parklands Working Group (OSPWG) supports the work of the City of Hamilton’s Advisory Committee for Persons with Disabilities (ACPD) by providing guidance to the Committee as it advises City Council on matters of accessibility and compliance with the Accessibility for Ontarians with Disabilities Act. Specifically, the working group focuses on open spaces, parklands and all components or facilities contained therein not regulated by statute or addressed under other ACPD working groups, except where specified.

Scope

The OSPWG scope shall include, but not necessarily limited to:

- City owned or leased open spaces, parklands and facilities contained therein;
- Parks, sports parks and outdoor recreational areas including play areas and play area structures;
- Outdoor recreational pools, splash pads and other related water facilities;
- Trails;
- Golf Courses;

- Outdoor dining sites including dining which encroaches sidewalks;
- Any AODA regulation insufficient for which upgraded accessibility is deemed necessary by ACPD or City staff;
- Any other outdoor spaces not specifically cited herein or at the pleasure of the ACPD or City Council and staff.

Outdoor spaces NOT typically in scope include, and not necessarily limited to:

- Sidewalks;
- Parking lots;
- Roads and highways;
- New building construction and related site plans;
- Any AODA regulations deemed sufficient by ACPD or City staff.

## Meetings

Meetings shall be held the fourth Wednesday of each month from 1:30 p.m. – 3:30 p.m.

Meetings to be held at City Hall, when in person, or virtually via the City’s supported virtual meeting platform.

City staff, those who support the work of the ACPD, shall make arrangements for any virtual meetings or arrange meeting space at City Hall whatever is appropriate month to month.

## Activities

Advise staff with the design of any open space and parkland facilities which comprise any part of City owned or leased open spaces and parklands as may be necessary.

Advise on the development of a range of accessible standard features regularly incorporated as part of many, or most parks and open spaces for staff reference when designing new projects.

Respond to any questions or concerns regarding open spaces and parklands which may be raised by the ACPD

Respond to any questions or concerns raised by City Council or staff as they relate to open spaces and parklands.

Review, as requested by staff, open space design standards arising from the AODA to determine suitability or need for upgrade.

Review any current open spaces under design as requested by staff or as may be permissible under the AODA.

Make any recommendations to staff or City Council respecting open spaces and parklands as may be necessary from time to time, even where such recommendations may be controversial.

Communicate with ACPD for referral to City Council any concerns regarding perceived contravention of the AODA in the design of any open spaces or parklands.

Communicate with any other ACPD working group where clear overlap exists, or in response to inquiries for information.



**Framework of City Conditions for Disposition of Barton-Tiffany Lands**

<b>Location:</b>	Lands as identified in the Barton-Tiffany Area with Appendix “A” to Report PED19063(d).
<b>Parties:</b>	City of Hamilton (the “City”); AEON Studio Group Inc. and its partner companies (collectively the “Studios”).
<b>Objectives:</b>	Creation of Studio District (Film and Studio TV Production and related supports, and local artistic and creative industry centre/hub).
<b>Value Considerations:</b>	All financial transactions to be based on defined “Highest and Best Use”, or “Fair Market Value” financial considerations
<b>Key Terms and Conditions:</b>	<ul style="list-style-type: none"> <li>(a) Lands to be developed in a manner that is substantially consistent with the development concept as provided to the City on February 28, 2022 and the Memorandum of Understanding;</li> <li>(b) Disposition transaction of parcels owned, fee-simple, by the City in the areas as identified on the map attached as Appendix “A” to Report PED19063(d).;</li> <li>(c) There will be no representations and/or warranties by the City whatsoever with respect to any of the lands being sold and that the lands are being sold and purchased on an “as is”, “where is” basis subject to and inclusive of easements and rights-of-way (if any) held by the City and as may be necessary towards an approved development by the Studios;</li> <li>(d) The City will not make any representations or warranties with respect to the suitability of any of the lands for the contemplated development as outlined in Report PED19063(d) or representation, warranty, condition, as to soil or other environmental conditions, utilities, fitness for purpose, zoning and building by-laws, parkland, road widenings, or other possible dedications, or as to charges, levies, and regulations of the City, Utilities or other Regulatory Authorities;</li> <li>(e) Responsibility for ascertaining the suitability of any of the lands to rest solely with the purchaser;</li> <li>(f) The purchaser is to assume any and all risks relating to the physical condition of any of the lands including any and all geotechnical and</li> </ul>

	<p>environmental liabilities relating to any of the lands that may exist, including but not limited to any liability for clean-up of any hazardous substances on or under the lands;</p> <p>(g) Agreements to include the City's standard registered conditions that follow on closing towards a purchaser's obligation to develop, including:</p> <ol style="list-style-type: none"> <li>(1) To immediately after closing, seek the formal approval of the City as a municipal authority for the development and use which shall be in the nature of and in keeping with the contemplated development outlined in Report PED19063(d) and use set out in an agreed upon Master Plan;</li> <li>(2) To commence any construction and landscaping required by virtue of the formal approvals within a set time (i.e. 30 months) of the closing of a transaction, subject only to force majeure and delays attributable to the City as a municipal authority in providing approvals;</li> <li>(3) Completion of the construction and landscaping within a set time (i.e. 54 months) of the closing of a transaction subject only to force majeure and delays attributable to the City as a municipal authority in providing approvals;</li> </ol> <p>(h) In the event of termination or default on development and/or disposition agreements, the City shall have the right of first opportunity to re-purchase the respective lands (as identified in the Barton-Tiffany Area with Appendix "A" to Report PED19063(d));</p> <p>(i) The Studios shall substantially develop and construct the non-residential elements of the Studio District (Film and TV Studio District) before any residential development; and,</p> <ol style="list-style-type: none"> <li>(1) No transfer of a property may be made by the purchaser until the City confirms that the registered covenants to commence and complete the contemplated non-residential development have been complied with;</li> </ol>
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	<p>(2) That any contemplated development outlined in Report PED19063(d) pursuant to the approved Master Plan will not require any amendments to the City’s applicable zoning by-law or Official Plan for the development outlined in Report PED19063(d), without the unfettered consent, in its sole discretion, of the City; and,</p> <p>(3) That, should the purchaser, prior to completing construction, and having received the consent of the City, successfully obtains incremental improvements to land use permissions, then the City shall be granted additional reasonable consideration, either financially or equivalent social or other benefit, in accordance to the value uplift.</p> <p>(j) Any agreements contemplated herein are:</p> <ul style="list-style-type: none"> <li>(1) subject to Council approval, and</li> <li>(2) shall not fetter the City’s Municipal discretion and decision-making authorities.</li> </ul> <p>(k) Any agreements shall have specific requirements with respect to:</p> <ul style="list-style-type: none"> <li>(1) the provision of affordable space for local artists;</li> <li>(2) residential unit mix, inclusive of family-friendly residential units;</li> <li>(3) affordable housing;and,</li> <li>(4) sustainability, climate resilience, and environmental performance.</li> </ul>
<b>Development Framework:</b>	As contemplated in this Report PED19063(d) and proposed by the Studios towards any agreed upon Master Plan.

## ACPD Accessibility Fair Budget As Of 27-06-2022

### Operational Costs and Equipment

50 x 8' Tables	\$12.00 Per Unit	\$600.00
70 Basic Folding Chairs	\$2.00 Per Unit	\$140.00
30 Padded Chairs	\$4.88 Per Unit	\$146.40
12 Retractable stanchions	\$19.69 Per Unit	\$236.28
Delivery and Pick Up Fee		\$69.99
1 Roll of Caution Tape	\$12.99 Per Unit	\$12.99
Parking Permits for Buses		\$62.09
Food/Drink for 50 volunteers	\$11.00 Per Unit	\$550.00
Equipment to Set Up Activities *		\$250.00
Liability Insurance up to \$5 Million		\$500.00
Taxes		\$333.08
Total		\$2900.83

### Advertising

Website Address and Support	\$106.22
Banner Reservation Fee	\$386.00
Banner Cost	\$1200.00
Badges for Volunteers and Members	\$114.58
Additional Signage*	\$400.00

Taxes	\$286.88
Total	\$2493.68

### Food Service

Inspection Costs Per Vendor	\$41.80
Incidental Costs for Food Service Upset Limit*	\$500.00
Total	\$541.80

Grand Total	\$5936.31
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The figures are representing a maximum requirement and are set with an upset limit. I doubt it will cost as much to run the event, but I don't want to shortchange us when we need it.

The asterisked items are contingency funds in an effort to cover as yet unforeseen expenses like additional signage.

The Liability Insurance will cover the entire event and protect us in case of an issue. It seems reasonably priced for \$5 Million in Liability Protection. As it was only an estimate, I added 20% to the number in case of overages.

The incidental cost for food service is there in case we need to provide extension cords, hoses or anything else not yet quoted.