



## **EMERGENCY & COMMUNITY SERVICES COMMITTEE REPORT 11-004**

1:30 p.m.

Wednesday, March 2, 2011

Hamilton City Hall

Council Chambers

71 Main Street West

Hamilton, Ontario

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**Present:** Councillor S. Merulla, Chair  
Councillor J. Partridge, Vice-Chair  
Councillors S. Duvall, J. Farr, T. Jackson, B. McHattie, B. Morelli and  
Whitehead

**Also Present:** J. A. Priel, General Manager, Community Services  
J. Brown, Director of Benefit Eligibility  
G. Hendry, Director, Social Housing & Homelessness  
J. Soldera, Director, Social Development and Early Childhood  
Services  
K. Lubrick, Director, Employment & Income Support Branch  
S. Ehmke, Events Coordinator  
B. Browett, Director of EMS/Deputy  
I. Bedioui, Legislative Assistant, City Clerk's Office

### **THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 11-004 AND RESPECTFULLY RECOMMENDS:**

- 1. Event Advisory Team (SEAT) Operational Review Update (CS11027) (City Wide) (Item 5.2)**

That Report, CS11027 respecting Event Advisory Team (SEAT) Operational Review Update, be received.

**2. Canada-Ontario Affordable Housing Program - Rental (CS11022) (City Wide) (Item 5.3)**

That Report CS11022, respecting Canada-Ontario Affordable Housing Program – Rental be received.

**3. Bottled Water (CS10035(a)) (Outstanding Business List Item) (Item 5.4)**

That Report CS10035(a), respecting Bottled Water be received.

**4. Update Regarding Public Art Project at Battlefield Park (CS11024) (Ward 9) (Outstanding Business List Item) (City Wide) (Item 5.5)**

That Report CS11024, respecting Update Regarding Public Art Project at Battlefield Park, be received.

**5. Code Zero Report from January 1, 2010 to December 31, 2010 (HES11001) (City Wide) (Item 7.1)**

- (a) That Report HES11001, respecting Code Zero Report from January 1, 2010 to December 31, 2010, be received;
- (b) That staff be directed to provide the current budget impact attributed to hospital offload-transfer of care to the upcoming meeting between City representatives, local MPP's and representatives of Hamilton Health Sciences (HHS) and the Local Health Integration Network (LHINS).

**6. Victoria Day Celebration in Dundas (CS10040(a)) (Ward 13) (Item 8.1)**

- (a) That the City of Hamilton transfer responsibility for the delivery of the Victoria Day celebration in Dundas in 2011 to the Dundas Valley Sunrise Rotary Club;
- (b) That the Dundas Valley Sunrise Rotary Club be paid \$25,000, inclusive of all applicable taxes, to be charged to Dept. Id. 709106 for organizing and carrying out the Victoria Day celebration for 2011;
- (c) That the City of Hamilton have the option of transferring responsibility for the delivery of the Victoria Day celebration in Dundas to the Dundas Valley Sunrise Rotary Club for 2012, 2013 and 2014 at an annual cost of \$25,000 inclusive of applicable taxes to be charged to Dept. Id. 709106;

- (d) That the Mayor and Clerk be authorized to execute an agreement between the Dundas Valley Sunrise Rotary Club and the City of Hamilton, satisfactory in form to the City Solicitor, to implement the above recommendations.

**7. Expenditures From Capital Reserve Fund (Account #112248) (CS10094(a)) (City Wide) (Outstanding Business Item) (Item 8.2)**

- (a) That Capital Reserve Fund (Account#112248) be renamed the Social Housing Reserve Fund;
- (b) That the revised policy and procedure for approval of expenditures from the Social Housing Reserve Fund, attached hereto as Appendix A be approved;
- (c) That in the event of an emergency repair, signing authority be delegated to the General Manager of Community Services, or designate.

**8. Renewal of the Homelessness Partnering Strategy Agreement (CS11016) (City Wide) (Item 8.3)**

- (a) That the General Manager of Community Services be authorized to enter into and execute an Agreement with Service Canada to:
  - (i) become the Community Entity for the facilitation and administration of the Homelessness Partnering Strategy Program and
  - (ii) execute any further documents or agreements as may be required to give effect to the foregoing, in a form satisfactory to the City Solicitor.
- (b) That the General Manager of Community Services be authorized:
  - (i) To approve funding for those projects that have been selected through either the Homelessness Partnering Strategy Program Call for Applications or as identified within the Homelessness Partnering Strategy Community Plan;
  - (ii) To enter into and execute Agreements with the agency(s) responsible for the delivery of those projects and;
  - (iii) To execute any further documents or agreements, as may be required, to give effect to the foregoing, in a form satisfactory to the City Solicitor.

- (c) That the Homelessness Partnering Strategy Agreement between the City of Hamilton and Service Canada be effective April 1, 2011 until March 31, 2014

**9. Update Transition of First Place Hamilton to CityHousing Hamilton (CS09073(b)) (City Wide) (Outstanding Business Item) (Item 8.4)**

That no additional funding be requested from the Ministry of Municipal Affairs and Housing for First Place Hamilton as it is now operating with a surplus.

**10. Hamilton Farmers' Market Transition Sub-Committee Report 11-001 (Added Item 8.6))**

- (a) Governance Model

That staff be directed to prepare a report with recommendations and terms of reference for a governance model for the Hamilton Farmers' Market and present it to the Hamilton Farmers' Market Transition Sub-Committee for consideration.

- (b) Waiving January 2011 Rent for Hamilton Farmers' Market Stallholders

- (i) That the Hamilton Farmers' Market stallholders and vendors that have current contracts, in good standing, with the City of Hamilton be charged a pro-rated rent for the month of January 2011 to cover only the days that the Market was open;
- (ii) That the resulting revenue loss to the City of approximately \$31,297.58 be charged to the monthly rent account 46702-720400.

**FOR THE INFORMATION OF COUNCIL:**

**(a) CHANGES TO THE AGENDA (Item 1)**

The Clerk advised of the following changes to the agenda:

- (i) Copies of Item 8.5 have been distributed;
- (ii) Added Item 8.6, the Hamilton Farmers' Market Transition Sub-Committee Report 11-001, copies of which have also been distributed.

The agenda for the March 2, 2011 Emergency & Community Services Committee meeting was approved, as amended.

**(b) DECLARATIONS OF INTEREST (Item 2)**

There were none declared.

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

The Minutes of the February 17, 2011 meeting were approved as presented.

**(d) DELEGATION REQUESTS**

The rules of procedure were waived in order for the following delegation requests to be approved to address Committee today:

- (i) David Cherkewski, Social Justice Strategic Committee (SJSC) respecting Item 8.5. (Item 4.1)

**(e) ADVISORY COMMITTEE MINUTES:**

The following Advisory Committee Minutes were received:

- (i) Hamilton Historical Board Minutes of the December 7, 2010 meeting.

**(f) PUBLIC HEARINGS/DELEGATIONS**

- (i) **Ontario Municipal Partnership Fund Reconciliation Re-Investment FCS11027/ CS11031 (City Wide) (Outstanding Business List Item “N” and “O”) (Item 8.5)**

Councillor McHattie indicated that after speaking with the Social Justice Strategic Committee representatives and further to discussions at the last Poverty Round Table meeting it was determined that more public consultation was required.

On a motion (McHattie/Farr) Item 8.5 was TABLED to allow for public consultation respecting the Ontario Municipal Partnership Fund Reconciliation Re-Investment.

The delegation from David Cherkewski (Item 4.1) was also deferred pending the public consultation.

**(g) STAFF PRESENTATIONS**

**(i) Code Zero Report from January 1, 2010 to December 31, 2010 (HES11001) (City Wide) (Item 7.1)**

Brent Browett provided an overview of the staff report with the aid of a PowerPoint presentation and hand-outs were distributed.

His comments were with respect to the following topics:

- Paramedic Services – Overview Service;
- Paramedic Service Objectives;
- Paramedic Service Operations;
- Balanced Score Card – 2010 Paramedic Service;
- Paramedic Service Report Card – Historical Performance;
- Paramedic Service – what are the results?
- Ambulance Resources at one or less;
- Hamilton Emergency Medical Services;
- Paramedic Services – Shift overruns, 2011 Potential Challenges, 2011 response work plan to manage demand.

Brent Browett responded to questions from Committee which included but were not limited to the following:

- Details concerning overtime, missed meal breaks, taxi costs;
- Impacts of HHS Access to Best Care (ABC) Plan;
- Higher statistics for the month of January 2011;
- Impact of aging population;
- Impact of availability of hospital beds;
- Current efforts being made by the hospitals;
- Provincial funding for Hospital RN Offload project.

Committee acknowledged the good work of Paramedic Services staff and thanked Brent Browett for his presentation.

On a motion (Whitehead/Farr) Committee received the staff presentation.

On a motion (McHattie/Whitehead) Committee directed staff to provide the current budget impact attributed to hospital offload to the upcoming meeting with HHS and the LHINs.

**(h) Hamilton Farmers' Market Transition Sub-Committee Report 11-001 (Added Item 8.6))**

(i) On a motion (McHattie/Farr) Item 1 of the Hamilton Farmers' Market Transition Sub-Committee Report 11-001 was deleted in its entirety and replaced with the following:

1. *That staff be directed to prepare a report with recommendations and terms of reference for a governance model for the Hamilton Farmers' Market and present it to the Hamilton Farmers' Market Transition Sub-Committee for consideration.*

(ii) On a motion (Duvall/Whitehead) the section following the words "Therefore be it resolved" in Item 2 of the Hamilton Farmers' Market Transition Sub-Committee Report 11-001 was deleted in its entirety and replaced with the wording as outlined below:

2. Whereas the Hamilton Farmers' Market did not operate for a period of approximately three weeks in January 2011 due to the move from the temporary market to the renovated market (January 9 – January 31) ceasing business for a period of 12 operating days;

Therefore be it resolved:

- (a) *That the Hamilton Farmers' Market stallholders and vendors that have current contracts, in good standing, with the City of Hamilton be charged a pro-rated rent for the month of January 2011 to cover only the days that the Market was open;*
- (b) *That the resulting revenue loss to the City of approximately \$31,297.58 be charged to the monthly rent account 46702-720400.*

Item 2 of the Report carried, as amended, on the following votes:

Yeas: Merulla, Partridge, Duvall, Farr, Jackson, McHattie and Morelli  
Total: 7  
Nays: Whitehead  
Total: 1  
Absent: 0

**(i) GENERAL INFORMATION / OTHER BUSINESS**

**(i) Proposed New Due Dates**

On a motion (Jackson/Morelli) the due dates of the following Items were amended as outlined below:

- (aa) Item B - City of Hamilton Events Strategy  
Current Due Date: March 2, 2011  
Proposed New Due Date: May 4, 2011
- (bb) Item "J" – Beach Canal Light Station Operational Study and Heritage Building Assessment  
Current Due Date: March 2, 2011  
Proposed New Due Date: April 20, 2011
- (cc) Item "R" – Loss of Rental Housing through Condominium Conversions  
Current Due Date: March 2, 2011  
Proposed New Due Date: April 20, 2011
- (dd) Item "S" – Feasibility of Utilizing the City of Ottawa's Somerset Gardens Mixed Tenure Affordable Housing Model in Hamilton  
Current Due Date: March 2, 2011  
Proposed New Due Date: April 20, 2011

**(ii) Completed – remove from list:**

On a motion (Partridge/Duvall) the following items were identified as completed and removed from the Outstanding Business List:

- (aa) Item "I" – Update Transition of First Place Hamilton to CityHousing Hamilton;
- (bb) Item "Q" – Feasibility of Conducting a Public Art project at Battlefield Park;
- (cc) Item "T" respecting Expenditures from Capital Reserve Fund (Account #112248).



**(j) ADJOURNMENT**

There being no further business, the Emergency & Community Services Committee meeting adjourned at 3:00 p.m.

Respectfully submitted,

Councillor S. Merulla, Chair  
Emergency & Community Services Committee

Ida Bedioui  
Legislative Assistant  
March 2, 2011

**City of Hamilton**  
**Community Services Department**  
**Housing and Homelessness Division**  
**Housing Programs**  
**Policy and Procedural Manual**

<b>Chapter</b>	
<b>Section</b>	
<b>Subject</b>	<b>Procedure for Expenditures from the Social Housing Reserve Fund (Account #112248) for Emergency Capital Repairs and Exceptional Situations</b>
<b>Intent</b>	
<b>Purpose</b>	To establish a framework for expenditures from the Social Housing Reserve Fund (Account #112248) (SHRF). This will ensure staff apply due diligence when requesting approval for expenditures from the SHRF while adhering to corporate reserve fund policies and related provincial legislation and guidelines.
<b>Background</b>	The (SHRF) was established and approved by Council (Report PD03021) in 2003. All payments from the SHRF are limited to social housing stock for emergency capital repairs and for exceptional situations. In a letter dated April 17, 2001, the Ministry of Municipal Affairs and Housing specified that the funds are to be used for building condition audits, capital repairs and other social housing purposes.
<b>Policy</b>	
<b>Projects to be funded</b>	<p>Social housing providers may request a grant from the City of Hamilton for emergency capital repairs or for exceptional situations, as follows. Payments from the reserve are limited to social housing stock as defined in the <u>Social Housing Reform Act, 2000</u> or subsequent amending legislation.</p> <p><b>Emergency Capital Repairs</b></p> <p>Emergency situations that could pose imminent danger to the tenants may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Fire</li> <li>• Structural damage compromising the integrity of the building</li> <li>• Mechanical breakdown such as a one elevator building</li> <li>• Major damages inflicted on units resulting in</li> </ul>

	<p>vacancies and economic hardship for the social housing provider</p> <ul style="list-style-type: none"> <li>• Catastrophic weather events causing major roofing damage</li> <li>• Flooding</li> <li>• Municipal work orders</li> <li>• Fire code orders</li> </ul> <p><b>Exceptional Situations</b></p> <p>Exceptional situations may include:</p> <p>a. Retro-fits, for example:</p> <ul style="list-style-type: none"> <li>• Energy Efficiencies</li> <li>• Modification and creation of accessible units for wheelchairs and/or special needs</li> <li>• Creation of larger units to address the need to accommodate larger families in the City of Hamilton</li> </ul> <p>b. Bridge financing for insurance claims, for example:</p> <ul style="list-style-type: none"> <li>• Coverage for uninsured damage</li> <li>• Loans awaiting insurance coverage</li> </ul> <p>c. Costs incurred due to transfer or amalgamation of projects, for example:</p> <ul style="list-style-type: none"> <li>• Payment of tax arrears</li> <li>• Upgrades</li> <li>• Debts</li> </ul> <p>d. Grants for capital assets, for example:</p> <ul style="list-style-type: none"> <li>• Additions to existing capital assets</li> <li>• Replacement of existing capital assets</li> <li>• Improvements (expenditures which increase the capacity, quality, efficiency or useful life of the existing capital assets)</li> <li>• Improvements of major building components</li> <li>• Acquisition of new capital assets required to manage and maintain the portfolio</li> </ul>
<b>Procedure</b>	
<b>Responsibilities of Social Housing Provider</b>	<ul style="list-style-type: none"> <li>• A Business Case (attached as Appendix One) must be completed and forwarded to the Housing Officer.</li> <li>• The business case should provide a financial overview costs incurred by the social housing</li> </ul>

	<p>provider and quoted costs to complete the work.</p> <ul style="list-style-type: none"> <li>• The business case should also outline alternate arrangements for tenants during construction, if applicable.</li> <li>• If a payment from the SHRF is approved, the Special Advance Agreement (Appendix Two) must be signed by two duly authorized officers of the Social Housing Provider.</li> <li>• Tendering procedures must be followed, as per the <u>Social Housing Reform Act 2000</u> and documentation must be provided regarding the capital costs/expenses as required.</li> </ul>
<p><b>Responsibilities of the City (Housing Program Team)</b></p>	<ul style="list-style-type: none"> <li>• Review the Social Housing Reserve annually and provide or update the associated financial plan, if necessary.</li> <li>• Within five business days of receipt of the business case, the Housing Officer will acknowledge in writing to the social housing provider that the signed business case has been received and is under consideration.</li> <li>• Depending upon the scope of work, within ten to twenty business days, a Housing Officer will complete a technical review of the proposed modifications and deem the estimate costs as acceptable, not acceptable, or undetermined.</li> <li>• If the acceptability of the cost estimate cannot be determined, the Housing officer will identify, in writing, the additional information required from the social housing provider in order to complete the technical review.</li> <li>• The Housing Officer will prepare a report for the Director of Housing and Homelessness Division recommending approval or not. If approved, the amount of funding will be specified.</li> <li>• The expenditure from the SHRF must be approved by Council through a report, or in the event of an emergency, approval may be delegated to the General Manager of Community Services Department.</li> <li>• If approved, the Special Advance Agreement will be forwarded to the social housing provider for</li> </ul>

	<p>execution.</p> <ul style="list-style-type: none"> <li>• The Housing Officer will contact the social housing provided to discuss the terms of the agreement.</li> <li>• The Housing Officer will process a cheque requisition for the first payment, after approved documentation is received from the social housing provider.</li> <li>• Progress of advances will be tracked through the Major Capital Repairs Progress Draw Tracking Sheet.</li> </ul>
<b>Appendices</b>	
	<ul style="list-style-type: none"> <li>• Business Case Template (Appendix One)</li> <li>• Special Advance Agreement (Appendix Two)</li> <li>• Category Type for Grant Payments from the SHRF (Appendix three)</li> </ul>
<b>History of Policy and Procedure</b>	<p>Prepared on January 28, 2011</p> <p>Reviewed by: .....on .....</p> <p>Approved by:.....on.....</p>

## **Business Case Template (Appendix One)**

A Business Case should be prepared when approval is being sought for an emergency situation or at the planning stage of a project.

The Business Case Template may be adapted to fit the specific aspects of the proposal.

Supporting documentation should be attached – for example, copies of a technical audit, legal opinions or letters and reports received from professionals.

The Business Case and supporting documentation should be submitted to the Social Housing Provider's assigned Housing Officer, Housing and Homelessness Division.

**Name of Social Housing Provider**

**Name of Project**

**Location**

**Type of Units** (housing, elevated apartment building)

**Age of Project**

**Number of Units**

### **Identify the Situation**

- a) Description of the situation
- b) Is this a health & safety issue? Is there a Municipal Work Order or Office of the Fire Marshal Order? Is it a major capital expenditure? Is it a preventative maintenance problem?
- c) Describe the events leading up to the situation
- d) Reference any technical or legal opinions. (with supporting documentation).
- e) Describe actions/steps to remedy the situation.
- f) Describe liability measures (Contractor or manufacturer warranty, insurance coverage, etc.)

**Analysis and Solutions**

Describe possible options to address the situation. For each option explain:

- Advantages
- Disadvantages
- Estimated cost
- Consequences of inaction or delay and associated costs, if applicable
- Whether it should be completed at one time or phased in

**Financial Analysis**

Provide a financial analysis for each option. The following table is provided as a reference.

1.	Balance of funds available - replacement reserves - surpluses - escrow account (if any) - other  Sub-total	Amount
2.	Estimated cost including all professional fee and contingency costs	
3.	Funds available for the project	
4.	Total Funds required	

**Recommendation**

State the recommended option including the reasons why.

**Special Advance Agreement (Appendix Two)**

This Agreement is made on the     day of     ,

**BETWEEN    The City of Hamilton**  
(referred to as the "City")

(referred to as the "Housing Provider")

**RECITALS**

The Housing Provider has asked the City of Hamilton to provide an advance(s) on grant payments which are payable on approved emergency repairs or exceptional situations from the Social Housing Reserve Fund as listed in Schedule A (attached)

**CONSIDERATION**

In consideration of the covenants and agreements contained in this Agreement and the sum of one dollar (\$1.00) of lawful money of Canada now paid by each of the City of Hamilton and the Housing Provider to the other (the receipt and sufficiency of which are hereby acknowledged), the City of Hamilton and the Housing Provider agree with the terms as stated below.

**TERMS OF THE AGREEMENT**

1. The City of Hamilton will make grant payments up to a maximum amount of (\$XXXXX) ("the Advance") to the Housing Provider, for the project(s) and repair(s) as listed in "Schedule A" as approved by the City.
2. In consideration of the City of Hamilton providing the Advance to the Housing Provider and subject to the City of Hamilton's approval, the Housing Provider will commence and diligently pursue any action including any legal action which may be required to obtain compensation for any expense incurred by the Housing Provider and/or the City of Hamilton arising out of circumstances necessitating the Advance.
3. The Advance may be made by the City of Hamilton in one payment or in successive payments, as and when determined by the City of Hamilton in its sole discretion.



4. The Housing Provider shall follow such tendering procedures and provide such documentation regarding the capital costs/expenses as required by the City of Hamilton.
5. For individual capital projects over \$50,000.00 in value the Housing Provider shall:
  - Contact City of Hamilton, Housing Programs Administration (HPA), Technical Coordinator for a meeting to determine preliminary scope of work.
  - Submit an electronic version of the tender package,
  - Submit an electronic summary of the tender results on the HPA standard form.
  - Advise HPA of the Pre-Construction Meeting date and subsequent construction meetings.
6. The Housing Provider shall request payments as required using the approved form attaching all invoices relating to the payment
7. The Housing Provider agrees to comply with the provisions of the Construction Lien Act, R.S.O. 1990, c. C.30, as amended or replaced from time to time, and to maintain holdbacks in accordance with the said Act.
8. Any breach of this Agreement by the Housing Provider could result in a cancellation of the approved funding for the project.
9. Aside from the foregoing, it is agreed that all of the terms of the *SHRA* /Federal Operating Agreement will remain the same.
10. All the provisions of this Agreement shall be binding on and operate to the benefit of the City of Hamilton and the Housing Provider and their respective successors and permitted assigns.
11. This Agreement shall be governed by the City of Hamilton.
12. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute the City of Hamilton and the Housing Provider as partners or any other similar relationship.
13. Time shall be of the essence of this Agreement.

The parties intending to be legally bound have signed this Agreement.

\_\_\_\_\_  
(Chair or authorized signing officer)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date of signature)

\_\_\_\_\_  
( Authorized signing officer)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(date of signature)

I/we have authority to bind the corporation.

**THE CITY OF HAMILTON**

\_\_\_\_\_  
Director of Housing & Homelessness

\_\_\_\_\_  
(date of City of Hamilton signature)



**Category Type For Expenditures from the Social Housing Reserve Fund  
(Appendix Three)**

Please indicate under which category the provider's request falls. More than one Advance Type can be chosen.

Advance Type #	Type of Advance
1.	<p>Emergency situations may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Fire</li> <li>• Structural damage compromising the integrity of the building</li> <li>• Mechanical breakdown such as a one elevator building</li> <li>• Major damages inflicted on units resulting in vacancies and economic hardship for the housing provider</li> <li>• Catastrophic weather events causing major roofing damage/flooding</li> <li>• Municipal work orders/Fire code</li> </ul>
2	<p>Retro-fits may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Retro-fits that should have been done as part of the construction of the project</li> <li>• To modify units for accessible units and/or special need</li> <li>• Energy Efficiencies</li> <li>• Creation of larger units</li> </ul>
3	<p>Advances in lieu of Insurance may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• to cover uninsured damage</li> <li>• loans awaiting insurance coverage</li> </ul>
4	<p>Costs incurred due to transfer or amalgamation of projects may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• payment of tax arrears</li> <li>• upgrades</li> <li>• debts</li> </ul>
5	<p>Grants for Capital Assets may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Additions to existing capital assets,</li> <li>• Replacement of existing capital assets,</li> <li>• Improvements (expenditures which increase the capacity, quality, efficiency or useful life of the existing capital assets),</li> </ul> <p>Improvements of major building component</p>