Mayor Bratina called the meeting to order and lead Council in prayer.

APPROVAL OF THE AGENDA

The Clerk advised of the following changes to the agenda:

1. NOTICES OF MOTION

   8.1 Temporary Promotional Transit Fare Special Program

2. PRIVATE AND CONFIDENTIAL

   10.2 Occupational Health and Safety Act Charges – April 9, 2013 – File 20686 (CS13025) (City Wide)

Subject matter pertains to litigation or potential litigation including matters before administrative tribunals, affecting the municipality or local board pursuant to Section 293 (e) of the Municipal Act 2001 and Section 8.1 (e) of the Procedural By-law
(Powers/Johnson)
That the agenda for the April 10, 2013 meeting of Council be approved, as amended.

CARRIED

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DECLARATIONS OF INTEREST

None.

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APPROVAL OF MINUTES

4.1 March 27, 2013

(Duvall/Collins)
That the Minutes of the March 27, 2013, meeting of Council be approved, as presented.

CARRIED

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COMMUNICATIONS

(Ferguson/Johnson)
That Council Communications 5.1 through 5.6 be approved, as amended, as follows:

(Powers/Ferguson)
5.1 Correspondence from the Association of Municipalities of Ontario Report to Members, Highlights of the March 2013 Board meeting.

Recommendation: Be received

(Pearson/Partridge)
5.2 Correspondence from the Honourable Michael Coteau, Minister of Citizenship and Immigration respecting the award of grant funding in the amount of $110,000 under the Municipal Immigration Information Online Program.

Recommendation: Be received

(Powers/Pearson)
5.3 Correspondence from Melanie Barlow, President Hamilton Administrators of Volunteers requesting the designation of the week of April 21-27 as National Volunteer Week.

Recommendation: Be received

Recommendation: Be received

(Ferguson/Merulla)
5.5 Correspondence from Ron VanKleef Owner and Ryan Kuwabara General Manager of the Stoney Creek Warriors Junior B Hockey Club, respecting the Ontario Hockey Association approval to relocate the franchise to Ancaster’s Morgan Firestone Arena.

Recommendation: Be referred to the General Manager of Community Services for a Report to the Emergency and Community Services Committee.

(Pearson/Farr)
5.6 Resolution from the Municipality of Trent Lakes requesting that the Province cover legal costs for Ontario Municipal Board appeal hearings related to mineral aggregate resource developments.

Recommendation: Be referred to the General Manager of Planning and Economic development for a Report to the Planning Committee.

(Johnson/Pearson)
That Council move into Committee of the Whole for consideration of the Committee Reports.

CARRIED

PLANNING COMMITTEE REPORT 13-005

7. Appeals to the Ontario Municipal Board on the City of Hamilton’s Refusal or Neglect to Adopt Amendments to the City of Stoney Creek Official Plan and Zoning By-law and Approve a Draft Plan of Subdivision Known as "Foothills of Winona - Phase 2" for Lands Located at 339 and 347 Fifty Road and 1317 and 1329 Barton Street (Stoney Creek) LS13008 (Item 12.2)

(Johnson/Pearson)
That Item 7 of the Planning Committee Report 13-005 be amended by adding the following as subsections (f) to (i):

(f) That Condition 2 of Appendix “C” be renumbered to Condition 2a and the following new conditions be added as Conditions 2b and 2c:
“2b That, prior to registration of the final Plan of Subdivision, the owner/applicant shall include the following warning clause in all purchase and sale and/or lease agreements, to the satisfaction of the Director of Planning: “The lands at the north-west corner of Barton Street and Fifty Road are within the Provincial Greenbelt Plan. In the event that the Greenbelt Plan is amended to permit the construction of a local street connecting Sonoma Lane and Barton Street, then the City of Hamilton may provide for a future road connection from Sonoma Lane to Barton Street. Furthermore, the lands to the east of Block 17 may develop for residential purposes at this time.”

2c That, prior to servicing, the owner shall include in the engineering design a future local street connecting Sonoma Lane and Barton Street. Securities for the future local street shall not be required. The location and design of the future street shall be to the satisfaction of the Senior Director, Growth Management Division.”

(g) That Condition 28 of Appendix “C” be deleted in its entirety and replaced with the following new condition:

“28 That the Owner agrees that servicing of the subject lands be in accordance with the SCUBE Water and Wastewater Master Servicing Plan (November 2008). At the discretion of the Senior Director of Growth Management, the City will only consider alternative sanitary servicing along existing Sonoma Lane for the Fifty Road catchment (i.e. containing Block 18 and additional 45 units) if it can be demonstrated that servicing of the subject lands is unduly delayed. If considered by the City, the Owner shall be responsible for future costs for its proportionate share of the Fifty Road sewer in addition to 100% of the cost of reconstructing existing Sonoma Lane including the use of granular backfill. Further, the Owner shall face restrictions limiting the construction duration (working days) and be charged back appropriate liquidated damages to be defined prior to construction.”

(h) That Condition 33 of Appendix “C” be renumbered to Condition 33a and the following new condition be added as Condition 33b:

“33b That prior to registration of the final Plan of Subdivision, that the Owner agree in writing that the westerly limits of the proposed extension of Sonoma Lane not be opened to vehicular traffic until such time as applications for building permits for a total of 100 units have been made.”

(i) And that the proposed Zoning By-law, attached as Appendix “E” applicable to the subject lands to revised to:
(a) Change that portion of the subject lands that abut the properties known as 2 – 28 Napa Lane, inclusive, from the Rural Residential “RR” Zone and the Agricultural Specialty “AS” Zone to the Single Residential “R2” Zone, the lands comprised of “Block 1”, as described in Section 1(a) of the proposed Zoning By-law and shown as Block 8 on the revised Schedule “A” to the implementing Zoning By-law;

(b) Correct a typographical error in Section 2a of the draft by-law to delete the word “interior” and replace it with “corner” as it relates to minimum lot area.

The motion CARRIED on the following vote:


Total Yeas: 13

Nays: T. Whitehead

Total Nays: 1

Absent: B. Clark, R. Pasuta

Total Absent: 2

(Farr/McHattie)
That the FIFTH Report of the Planning Committee meeting be adopted, as amended, and the information section received. (attached hereto)

CARRIED

GENERAL ISSUES COMMITTEE REPORT 13-008

11. Declaration of Surplus Property and Sale of Land – 1150 Leaside Road, Hamilton

(Merulla/Collins)
That Item 11 of General Issues Committee Report 13-008 respecting Declaration of Surplus Property and Sale of Land – 1150 Leaside Road, Hamilton, be deleted in its entirety and replaced with the following in lieu thereof:

(a) That a vacant, interior parcel of land described as Parts 1, 2 and 3 on Plan 62R-17127, having a frontage of 10.769 metres (35.33 feet) along the south limit of Leaside Road and a rear width of 30.645 metres (100.54 feet), comprising a total area of 2,877 square metres (0.71 acres), identified as PIN 17293-0082, municipally known as 1150 Leaside Road (as shown on Appendix “A” to Report PED13059), be declared surplus to the requirements of the City of Hamilton in accordance with the “Procedural By-law for the Sale of Land” being By-law No. 04-299 and
sold to Habitat for Humanity, a non-profit organization at a nominal sum of $2, to create six (6) to eight (8) affordable “ownership” housing units;

(b) That the sale proceeds be credited to Account No. 47702-104090 (Parkland Reserve).

(c) That the Mayor and Clerk be authorized and directed to execute all necessary documents in a form satisfactory to the City Solicitor.

CARRIED

(Bratina/Partridge)
That the EIGHTH Report of the General Issues Committee be adopted, as amended, and the information section received. (attached hereto)

CARRIED

PUBLIC WORKS COMMITTEE REPORT 13-004

(McHattie/Farr)
That the FOURTH Report of the Public Works Committee be adopted and the information section received. (attached hereto)

CARRIED

GENERAL ISSUES COMMITTEE BUDGET REPORT 13-002

2. 2013 Tax Supported Operating Budget – Boards and Agencies (FCS13011) (City Wide)

The motion respecting the Police Budget CARRIED on the following vote:


Total Yeas: 13

Nays: J. Partridge

Total Nays: 1

Absent: B. Clark, R. Pasuta

Total Absent: 2

(McHattie/Farr)
That Item 3 (C) of General Issues Committee Budget Report 13-002 respecting the Community Services Department 2013 Tax Supported Operating Budget be amended by adding the following subsection (iii):

(iii) That the Mayor meet with Minister McMeekin, Minister of Community and Social Services, and other appropriate Provincial elected officials in advance of the
Provincial budget approval to revisit previous cutbacks to the Discretionary Benefits and Community Start-Up (CSUMB).

To read as follows:

3. **2013 Tax-Supported Operating Budget (FCS13011)**

   **C. Community Services Department**

   (i) That the Community Services operating budget (Book 2), Appendix 2-3, page 71, $129,998,570 inclusive of amendments, as per Appendix “B” attached hereto, be approved;

   (ii) That the General Manager of Community Services be authorized and directed to execute all 2013 Federal and Provincial Program Service Level Funding Agreements and any ancillary agreements required to give effect thereto and Contracts for Community Services as provided for in Appendix 2-3 to report FCS13010. This also includes the authority to authorize the submission of budgets and quarterly/ year end reporting.

   (iii) That the Mayor meet with Minister Ted McMeekin, Minister of Community and Social Services, and other appropriate Provincial elected officials in advance of the Provincial budget approval to revisit previous cutbacks to the Discretionary Benefits and Community Start-Up (CSUMB).

   **CARRIED**

3. **2013 Tax-Supported Operating Budget (FCS13011)**

   **J. 2013 Tax Levy**

   The motion **CARRIED** on the following vote:


   **Total Yeas:** 13

   **Nays:** M. Pearson

   **Total Nays:** 1

   **Absent:** B. Clark, R. Pasuta

   **Total Absent:** 2

   **(Powers/Jackson)**

That Item (E) of the General Issues Committee Budget Report 13-002, respecting the Council referred Enhancement B29 – a 2% increase to the Community Partnership
Program to fund the deficit in Special Event police funding, be lifted from the Information Section and added as Item 6 to Report 13-002.

CARRIED

(Powers/Jackson)
6. 2% INCREASE TO THE COMMUNITY PARTNERSHIP PROGRAM

That a 2% increase ($64,243) to fund the deficit in Special Event police costs, to be funded as an in-year enhancement for 2013 from the Tax Stabilization Reserve, be approved.

CARRIED

(Farr/McHattie)
That Item (C)(a) of the General Issues Committee Budget Report 13-002, respecting the respecting Municipal Funding for the 2013 James Street North Supercrawl Event, be lifted from the Information Section and added as Item 7 to Report 13-002.

CARRIED

(Farr/McHattie)
7. Municipal Funding for the 2013 James Street North Supercrawl Event in Downtown Hamilton

(a) That Item sub-section (a) to 7 of the General Issues Committee Report 13-002 be amended by deleting the dollar amount of "$125,000" and replacing it with the dollar amount of $60,000, to read as follows:

“(a) That the 2013 James Street North Supercrawl be sponsored by the City of Hamilton in the amount of $60,000.”

(b) That Item 7 of the General Issues Committee Report 13-002 be further amended by adding a sub-section (e), to read as follows:

(e) That, notwithstanding the Community Partnership Program Guidelines and Policy regarding an applicant's receipt of funding from multiple City sources, the Grants Subcommittee consider Supercrawl Productions' application for funding of the 2013 Event Road Closure Services costs associated with the 2013 Hamilton Supercrawl event, at an amount yet to be determined.

Item 7, as amended, to read as follows:

(a) Municipal Funding for 2013 James Street North Supercrawl Event in Downtown Hamilton (March 7)

Whereas the James Street North Supercrawl has become the premier special event in Hamilton’s Downtown Core, with the 2012 Festival attendance of 80,000 people;
And Whereas 20,000 people, or one-quarter of the total attendance, originated from outside Hamilton’s municipal boundaries;

And Whereas the estimated economic impact of the Supercrawl event was approximately $6 million, with a return on investment by the City of over 11,000, when matched with the economic impact.

Therefore Be It Resolved:

(a) That the 2013 James Street North Supercrawl be sponsored by the City of Hamilton in the amount of $60,000;

(b) That the funding source for this sponsorship commitment be identified as the Economic Development Investment Fund Account No. 112221;

(c) That within 90 days after the event has been held, a senior representative of the James Street North Supercrawl present to the General Issues Committee a summary of its economic benefits to the City of Hamilton;

(d) That staff from the Corporate Services Department identify a source of sponsorship funding from a corporate source as opposed to a departmental reserve for future James Street North Supercrawl events.

(e) That, notwithstanding the Community Partnership Program Guidelines and Policy regarding an applicant’s receipt of funding from multiple City sources, the Grants Sub-committee consider Supercrawl Productions’ application for funding of the 2013 Event Road Closure Services costs associated with the 2013 Hamilton Supercrawl event, at an amount yet to be determined.

The motion CARRIED on the following vote:


Total Yeas: 13

Nays: B. Johnson

Total Nays: 1

Absent: B. Clark, R. Pasuta

Total Absent: 2
(Bratina/Pearson)
That the SECOND Report of the General Committee be adopted, as amended, and the information section received. (attached hereto)

CARRIED

(Johnson/Pearson)
That the Committee of the Whole Rise and Report.

CARRIED

### MOTIONS

#### 7.1 Amendments to Item 5 of the Public Works Report 12-011 respecting Transit Fare Parity, AODA Integrated Standard (PW03128(e))

The motion respecting Amendments to Item 5 of the Public Works Report 12-011 respecting Transit Fare Parity, AODA Integrated Standard (PW03128(e)), was withdrawn.

#### 7.2 Temporary Promotional Transit Fare Special Program

(Merulla/Powers)
Whereas the City of Hamilton has a long history of progressive programs that provide accommodation to persons with disabilities, has an enviable record of accommodating the needs of its disabled transit users, and has shown leadership in specialized transit, often exceeding the experiences of other municipal transit providers; and

Whereas consistent with the historical practice of nearly every transit provider in Ontario, the City had in place, for at least 40 years, a Free Fare Policy that permitted transit users who were CNIB cardholders to ride the conventional transit system without payment of fare; and

Whereas in a program unique to the City of Hamilton, a Voluntary Pay Policy was introduced more than 15 years ago that gave disabled transit riders of the conventional transit system who use a “personal mobility device” (PMD), i.e., a wheelchair, scooter, walker, or 4-pronged cane, the option of paying the applicable fare or riding the HSR at no charge; and

Whereas the City’s conventional transit (HSR) fleet is fully accessible, providing low-floor, level entry and exit with no steps, and is unique in that the City is the only municipality in Canada where the entire conventional fleet is equipped with both front and rear-door boarding ramps; and

Whereas the requirements of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) regarding transit fare parity were addressed by Staff Report PW03128e, which was approved by Public Works Committee on October 15, 2012, and ratified by Council on October 30, 2012, with implementation
subsequently deferred until June 1, 2013; and

Whereas the implications of the Staff Report include, among other things, the permanent elimination of both the Free Fare Policy for CNIB cardholders and the Voluntary Pay Policy for transit riders using a PMD; and

Whereas it is desirable that Council direct Staff to study and develop options for the implementation of a new transit fare discount or subsidy program for persons with disabilities, and report back for consideration of such program; and

Whereas Council recognizes that many people with mobility and vision disabilities have experienced and continue to experience hardship, economic disadvantage, unequal opportunity, and discrimination in society generally; and

Whereas in particular, Council recognizes that transit riders who require the use of a wheelchair, walker, or scooter and CNIB cardholders will be required, as of June 1, 2013, to pay the required fare in order to ride the HSR, and that in some cases this new requirement may impose an economic disadvantage and/or contribute to financial hardship for such riders; and

Whereas Council believes that, to the extent possible, the implementation of transit fare parity and other requirements of the AODA should not result in persons with disabilities who historically enjoyed an economic benefit to experience economic disadvantage and/or financial hardship; and

Whereas Council has sought and received the input of the Ontario Human Rights Commission on issues relating to transit fare parity and the provisions of section 14 of the Ontario Human Rights Code regarding “special programs” (as reflected in the letter dated March 14, 2013, from the Commission, a copy of which is attached hereto); and

Whereas Council believes it is appropriate to establish, pending the receipt and consideration of Staff’s report, a temporary transit fare special program for those riders of the HSR who either require the use of a wheelchair, walker, or scooter, or are CNIB cardholders in order to ameliorate any economic disadvantage and/or financial hardship that may be experienced by such disabled riders; and

Whereas Council believes that such a temporary transit fare special program would effectively promote the use of the conventional transit system and utilize the uniqueness of the HSR fleet’s front and rear-door boarding capabilities by those disabled riders who require the use of an assistive device, thereby improving the accessibility, capacity, and convenience of the conventional transit system, while also relieving pressure on the overburdened and more expensive specialized transit system; and

Whereas Council also believes that it is desirable to design its temporary special program so as to limit, to the extent possible, the potential abuse of the program by those who do not have a bona fide need for a PMD in order to ride the HSR; and
Whereas Council understands that, pending the receipt and consideration of Staff’s report, promotional transit fare programs that are temporary in nature do not form part of the “fare structure” of the conventional transit system for the purposes of section 66 of the Integrated Accessibility Standards, being Ontario Regulation 191/11 made under the AODA.

Therefore Be It Resolved:

(a) That, effective June 1, 2013, a temporary transit fare special program be implemented that would permit the below groups to ride the conventional public transit system (HSR) by either paying the applicable fare or riding at no charge, to be exercised at their own discretion:

1. Those transit riders who require the use of a wheelchair, walker, or scooter in order to ride the conventional public transit system (HSR);

2. Those transit riders who are Canadian National Institute for the Blind (CNIB) cardholders.

(b) That Staff be directed to develop options for the implementation of a new transit fare discount program for persons with disabilities, and report back to the General Issues Committee.

The motion CARRIED on the following standing recorded vote:


Total Yeas: 14
Nays: None
Total Nays: 0
Absent: B. Clark, R. Pasuta
Total Absent: 2

NOTICES OF MOTION

Councillor Merulla introduced the following notice of motion:

8.1 Temporary Promotional Transit Fare Special Program

Whereas the City of Hamilton has a long history of progressive programs that provide accommodation to persons with disabilities, has an enviable record of accommodating the needs of its disabled transit users, and has shown leadership in specialized transit, often exceeding the experiences of other municipal transit providers; and
Whereas consistent with the historical practice of nearly every transit provider in Ontario, the City had in place, for at least 40 years, a Free Fare Policy that permitted transit users who were CNIB cardholders to ride the conventional transit system without payment of fare; and

Whereas in a program unique to the City of Hamilton, a Voluntary Pay Policy was introduced more than 15 years ago that gave disabled transit riders of the conventional transit system who use a “personal mobility device” (PMD), i.e., a wheelchair, scooter, walker, or 4-pronged cane, the option of paying the applicable fare or riding the HSR at no charge; and

Whereas the City’s conventional transit (HSR) fleet is fully accessible, providing low-floor, level entry and exit with no steps, and is unique in that the City is the only municipality in Canada where the entire conventional fleet is equipped with both front and rear-door boarding ramps; and

Whereas the requirements of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) regarding transit fare parity were addressed by Staff Report PW03128e, which was approved by Public Works Committee on October 15, 2012, and ratified by Council on October 30, 2012, with implementation subsequently deferred until June 1, 2013; and

Whereas the implications of the Staff Report include, among other things, the permanent elimination of both the Free Fare Policy for CNIB cardholders and the Voluntary Pay Policy for transit riders using a PMD; and

Whereas it is desirable that Council direct Staff to study and develop options for the implementation of a new transit fare discount or subsidy program for persons with disabilities, and report back for consideration of such program; and

Whereas Council recognizes that many people with mobility and vision disabilities have experienced and continue to experience hardship, economic disadvantage, unequal opportunity, and discrimination in society generally; and

Whereas in particular, Council recognizes that transit riders who require the use of a wheelchair, walker, or scooter and CNIB cardholders will be required, as of June 1, 2013, to pay the required fare in order to ride the HSR, and that in some cases this new requirement may impose an economic disadvantage and/or contribute to financial hardship for such riders; and

Whereas Council believes that, to the extent possible, the implementation of transit fare parity and other requirements of the AODA should not result in persons with disabilities who historically enjoyed an economic benefit to experience economic disadvantage and/or financial hardship; and

Whereas Council has sought and received the input of the Ontario Human Rights Commission on issues relating to transit fare parity and the provisions of section 14 of the Ontario Human Rights Code regarding “special programs” (as reflected in the letter dated March 14, 2013, from the Commission, a copy of which is attached hereto); and
Whereas Council believes it is appropriate to establish, pending the receipt and consideration of Staff’s report, a temporary transit fare special program for those riders of the HSR who either require the use of a wheelchair, walker, or scooter, or are CNIB cardholders in order to ameliorate any economic disadvantage and/or financial hardship that may be experienced by such disabled riders; and

Whereas Council believes that such a temporary transit fare special program would effectively promote the use of the conventional transit system and utilize the uniqueness of the HSR fleet’s front and rear-door boarding capabilities by those disabled riders who require the use of an assistive device, thereby improving the accessibility, capacity, and convenience of the conventional transit system, while also relieving pressure on the overburdened and more expensive specialized transit system; and

Whereas Council also believes that it is desirable to design its temporary special program so as to limit, to the extent possible, the potential abuse of the program by those who do not have a bona fide need for a PMD in order to ride the HSR; and

Whereas Council understands that, pending the receipt and consideration of Staff’s report, promotional transit fare programs that are temporary in nature do not form part of the “fare structure” of the conventional transit system for the purposes of section 66 of the Integrated Accessibility Standards, being Ontario Regulation 191/11 made under the AODA.

Therefore Be It Resolved:

(a) That, effective June 1, 2013, a temporary transit fare special program be implemented that would permit the below groups to ride the conventional public transit system (HSR) by either paying the applicable fare or riding at no charge, to be exercised at their own discretion:

1. Those transit riders who require the use of a wheelchair, walker, or scooter in order to ride the conventional public transit system (HSR);

2. Those transit riders who are Canadian National Institute for the Blind (CNIB) cardholders.

(b) That Staff be directed to develop options for the implementation of a new transit fare discount program for persons with disabilities, and report back to the General Issues Committee.

(Merulla/Morelli)
That the rules of order be waived to allow for the introduction of a Motion respecting Temporary Promotional Transit Fare Special Program.

CARRIED

Please refer to item 7.2 for disposition.
STATEMENT BY MEMBERS

Members of Council used this opportunity to discuss matters of general interest.

PRIVATE AND CONFIDENTIAL

10.1 Closed Session Minutes - March 27, 2013

(McHattie/Farr)
That the Closed Session Minutes of March 27, 2013 be approved as presented and remain confidential.

CARRIED

(Duvall/Farr)
That Council move into Closed Session to consider Report CS13025, Occupational Health and Safety Act Charges – April 9, 2013 – File 20686, as it relates to litigation or potential litigation including matters before administrative tribunals, affecting the municipality or local board pursuant to Section 293 (e) of the Municipal Act 2001 and Section 8.1 (e) of the Procedural By-law.

CARRIED

Council reconvened in Open Session.

10.2 Occupational Health and Safety Act Charges – April 9, 2013 – File 20686 (CS13025) (City Wide)

No action to report.

BY-LAWS

(Ferguson/Powers)
That Bills No. 13-083 to 13-100 be passed, and that the Corporate Seal be affixed thereto, and that the By-laws be numbered and signed by the Mayor and the City Clerk to read as follows:

<table>
<thead>
<tr>
<th>Bill No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-083</td>
<td>To Amend By-law No. 01-215, To Regulate Traffic: Schedule 2 – Speed Limits Schedule 13 – Designated Traffic Lanes</td>
</tr>
<tr>
<td>13-084</td>
<td>To Amend By-law No. 01-218, as amended, To Regulate On-Street Parking: Schedule 8 – No Parking Zones Schedule 12 – Permit Parking Zones Schedule 14 – Wheelchair Loading Zones Schedule 20 – School Bus Loading Zones</td>
</tr>
</tbody>
</table>
13-085  To Amend By-law No. 01-218, as amended, To Regulate On-Street Parking:
  Schedule 6 – Time Limit Parking
  Schedule 8 – No Parking Zones
  Schedule 12 – Permit Parking Zones
  Schedule 13 – No Stopping Zones

13-086  Being a By-law to Permanently Close and Sell a Portion of the Public
  Assumed Alleyway Abutting 112 King Street East, Hamilton, being part of
  Alleyway, Registered Plan 1431, City of Hamilton

13-087  Being a By-law to Permanently Close a Portion of Fortissimo Drive being
  Blocks 28, 31 & 34 on Plan 62M-1066, City of Hamilton

13-088  Respecting Removal of Part Lot Control, Block 177, Registered Plan No.
  62M-1157

13-089  Respecting Removal of Part Lot Control, Block 178, Registered Plan No.
  62M-1157

13-090  Respecting Removal of Part Lot Control, Blocks 179 and 180, Registered
  Plan No. 62M-1157

13-091  Respecting Removal of Part Lot Control, Block 181, Registered Plan No.
  62M-1157

13-092  Respecting Removal of Part Lot Control, Block 182 – 184, Registered Plan
  No. 62M-1157

13-093  Respecting Removal of Part Lot Control, Block 185, Registered Plan No.
  62M-1157

13-094  Respecting Removal of Part Lot Control, Block 186, Registered Plan No.
  62M-1157

13-095  To Incorporate City Land, Being Part of Lots 1 and 2, Concession 1 in the
  Geographic Township of Glanford, Designated as Parts 3 and 5 on Plan
  62R-18935 into Eagleglen Way

13-096  To Incorporate City Land, Being Part of Lots 1 and 2, Concession 1 in the
  Geographic Township of Glanford, Designated as Parts 1 and 4 on Plan
  62R-18935 save and except Parts 19 and 20 on Plan 62R-19237 into Pavel
  Place

13-097  To Amend Zoning By-law No. 90-145-Z (Flamborough), Respecting Lands
  Located at 249, 251 and 255 Parkside Drive and 60 TruEdell Circle, in the
  former Town of Flamborough, now in the City of Hamilton

  **NOT FINAL AND BINDING**

13-098  To Amend By-law No. 03-126, Being a By-law for Prohibiting and Regulating
  the Alteration of Property Grades, the Placing or Dumping of Fill, and the
  Removal of Topsoil

13-099  To Amend By-law No. 08-154, A By-law to Establish the Office of Integrity
  Commissioner

13-100  To Confirm the Proceedings of City Council

  **CARRIED**
That, there being no further business, the City Council meeting be adjourned at 7:58 p.m.

CARRIED

Respectfully submitted,

Mayor B. Bratina

R. Caterini, B. Comm., AMCT
Director/City Clerk
Office of the City Clerk
Present: Councillors J. Farr (Chair), B. Johnson (1st Vice Chair), J. Partridge (2nd Vice Chair), B. Clark, C. Collins, L. Ferguson, M. Pearson and T. Whitehead

Absent with Regrets: Councillor R. Pasuta – Vacation

THE PLANNING COMMITTEE PRESENTS REPORT 13-005 AND RESPECTFULLY RECOMMENDS:

1. Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262 (PED12184(a)) (City Wide) (Item 6.2)

   (a) That amendments to Site Alteration By-law No. 03-126, as amended by By-law No. 05-115, and further amended by By-law No. 11-262, as set out in Report PED12184(a), be approved and that the draft amending By-law, attached as Appendix “A” to Report PED12184(a), which has been prepared in a form satisfactory to the City Solicitor, be enacted;

   (b) That staff be directed to continue to monitor the effectiveness of the Site Alteration By-law and submit as part of the 2014 Capital Budget process monies for a comprehensive review and update of the Site Alteration By-law.
2. **Zoning By-law Amendment for Lands Located at 249, 251, and 255 Parkside Drive and 60 Truedell Circle (Flamborough) (PED13057) (Ward 15) (Item 6.3)**

That Zoning By-law Amendment Application ZAC-12-049, 2278083 Ontario Limited, Owner, for changes in zoning from the Urban Residential (Single Detached) “R1-6” Zone, Modified, with a Special Exception (Block 1, Schedule “A” of Appendix “B”), and the Urban Residential (Single Detached) “R1-34” Zone, Modified, with a Special Exception (Block 2, Schedule “A” of Appendix “B”), to the Urban Residential (Single Detached) “R1-59” Zone, Modified, with a Special Exception; from the Urban Residential (Single Detached) “R1-6” Zone, Modified, with a Special Exception (Block 3, Schedule “A” of Appendix “B”), to the Urban Residential (Single Detached) “R1-60” Zone, Modified, with a Special Exception; and from the Urban Residential (Single Detached) “R1-34” Zone, Modified, with a Special Exception (Block 4, Schedule “A” of Appendix “B”), to the Urban Residential (Semi-Detached and Link) “R4” Zone, to permit infill residential development consisting of 3 single family dwelling lots, and to consolidate the remaining lands for existing residential uses, on lands known as 249, 251, and 255 Parkside Drive and 60 Truedell Circle, in the former Town of Flamborough, as shown on Appendix “A” to Report PED13057, be Approved on the following basis:

(a) That the draft By-law, attached as Appendix “B” to Report PED13057, which has been prepared in a form satisfactory to the City Solicitor, be enacted by City Council;

(b) That the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement, and conforms with the Places to Grow Plan; and,

(c) That the proposal conforms to the Hamilton-Wentworth and the Town of Flamborough Official Plans.

3. **Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 303 Highway No. 8 (Stoney Creek) (PED13060) (Ward 10) (Item 6.4)**

(a) That approval be given to Official Plan Amendment Application OPA-12-018, by Dobra Properties Inc., Owner, for Amendment No. [Blank], for a change in designation on Schedule “A” of the Stoney Creek Official Plan from “Residential” to “General Commercial”, and for a change in designation on Schedule “A1” from “Medium Density Residential” to “General Commercial”, in order to permit the conversion of a portion of the existing building for commercial uses, on the lands located at 303 Highway No. 8 (Stoney Creek), as shown on Appendix “A” to Report PED13060, on the following basis:

Council – April 10, 2013
(i) That the draft Official Plan Amendment, attached as Appendix “B” to Report PED13060, be adopted by City Council;

(ii) That the proposed Official Plan Amendment is consistent with the Provincial Policy Statement and conforms to the Hamilton-Wentworth Official Plan.

(b) That approval be given to Urban Hamilton Official Plan Amendment No. [redacted] to amend Schedule E-1 - Urban Land Use Designations from “Neighbourhoods” to “Mixed-Use - Medium Density”; to amend Map B.7.1-1 - Western Development Area Secondary Plan from “Low Density Residential 3c” to “Mixed-Use - Medium Density”; and to denote Site-Specific Policy Area [redacted] on Map B.7.1-1 with the appropriate text to permit the conversion of a portion of the existing building for commercial uses and to permit parking between the existing building and the street, attached as Appendix “C” to Report PED13060; to be held in abeyance until a final decision has been made regarding the Urban Hamilton Official Plan, for lands known municipally as 303 Highway No. 8 (Stoney Creek), as shown on Appendix “A” to Report PED13060;

(c) That approval be given to Zoning Application ZAC-12-047, by Dobra Properties Inc., Owner, for a change in zoning to Stoney Creek Zoning By-law No. 3692-92 from the Multiple Residential “RM3-18” Zone to the General Commercial “GC-55” Zone, with a Special Exception, in order to permit a portion of the existing building to be converted for commercial uses, for the lands located at 303 Highway No. 8 (Stoney Creek), as shown on Appendix “A” to Report PED13060, on the following basis:

(i) That the draft By-law, attached as Appendix “D” to Report PED13060, which has been prepared in a form satisfactory to the City Solicitor, be enacted by City Council;

(ii) That the change in zoning conforms to the Hamilton-Wentworth Official Plan, and will conform to the Stoney Creek Official Plan upon finalization of Official Plan Amendment No. [redacted].

(d) That upon finalization of the implementing By-law, the subject lands within the Poplar Park Neighbourhood Plan be re-designated from “Medium Density Residential” to “General Commercial”.

Council – April 10, 2013
4. **Binbrook Sanitary and Stormwater Systems Performance** (PED12182(a)/PW13016) (Ward 11) (dependent on approval of PED12182) (Item 7.1)

That AMEC be retained to continue additional studies in Binbrook and Upper Stoney Creek to establish the relationship between the storm run-off and the municipal storm and sanitary conveyance systems and hydraulic analyses of the minor system and major overland flow systems with associated works to be charged to Capital Budget Account No. 5180855850.

5. **Municipal Law Enforcement (MLE) Contractor Services Administration Staff Resource Report** (PED13056) (City Wide) (Item 8.1)

(a) That an additional one FTE, at 100% cost recovery, for corrective measures in the administration and oversight of the use of private contractors as a long standing enforcement practice, be approved, subject to the approval of recommendation (b) outlined below;

(b) That the following revised administration fees be approved and added to the User Fees and Charges By-law to fund the one FTE at 100% cost recovery:

(i) $85 Administration Fee for invoices less than or equal to $600 (before tax);

(ii) $190 Administration Fee for invoices greater than $600 (before tax);

(iii) $30 Administration Fee for requests for file review.


(a) That the Item E on the Planning Committee Outstanding Business List respecting, Citizens Committee Report on Farmers’ Market White Paper, be referred to the General Issues Committee Outstanding Business List as this item relates to Economic Development;

(b) That the Planning Committee Outstanding Business List be amended by removing Item E, Citizens Committee Report on Farmers’ Market White Paper.
7. Appeals to the Ontario Municipal Board on the City of Hamilton’s Refusal or Neglect to Adopt Amendments to the City of Stoney Creek Official Plan and Zoning By-law and Approve a Draft Plan of Subdivision Known as "Foothills of Winona - Phase 2" for Lands Located at 339 and 347 Fifty Road and 1317 and 1329 Barton Street (Stoney Creek) LS13008 (Item 12.2)

(a) That Report LS13008, remain confidential;

(b) That Council support the Official Plan Amendment application OPA-11-005, Zoning By-law amendment application ZAC-11-042 and Draft Plan of Subdivision application 25T-201107 by 1800615 Ontario Inc. contingent upon the red-line revised Draft Plan, special Draft Plan of Subdivision conditions, and revised Official Plan and Zoning By-law Amendments attached to Appendix A, of Report LS13008;

(c) That the memorandum attached as Appendix A and attachments thereto in Report LS13008, and any additional recommendations made by Planning Committee, be made public following approval of this report by Council;

(d) That Legal staff be authorized to forthwith commence without prejudice discussions with Counsel for 1800615 Ontario Inc. on the basis of the memorandum attached as Appendix A in preparation for the pending Ontario Municipal Board hearing in this matter, and that if required witness statements be provided forthwith by staff accordingly;

(e) That Planning and Legal staff be authorized to make such editorial, technical and minor modifications to the draft plan, draft plan of subdivision conditions and text of the draft official plan and zoning by-law amendments as contained in Appendix A in the event of further information being presented in preparation for or during the upcoming Ontario Municipal Board proceedings where staff are of a view that such modifications are appropriate.

(f) That Condition 2 of Appendix “C” be renumbered to Condition 2a and the following new conditions be added as Conditions 2b and 2c:

"2b That, prior to registration of the final Plan of Subdivision, the owner/applicant shall include the following warning clause in all purchase and sale and/or lease agreements, to the satisfaction of the Director of Planning: “The lands at the north-west corner of Barton Street and Fifty Road are within the Provincial Greenbelt Plan. In the event that the Greenbelt Plan is amended to permit the construction of a local street connecting Sonoma Lane and Barton Street, then the City of Hamilton may provide for a future road connection from Sonoma Lane to Barton Street. Furthermore, the
lands to the east of Block 17 may develop for residential purposes at this time.”

2c That, prior to servicing, the owner shall include in the engineering design a future local street connecting Sonoma Lane and Barton Street. Securities for the future local street shall not be required. The location and design of the future street shall be to the satisfaction of the Senior Director, Growth Management Division.”

(g) That Condition 28 of Appendix “C” be deleted in its entirety and replaced with the following new condition:

“28 That the Owner agrees that servicing of the subject lands be in accordance with the SCUBE Water and Wastewater Master Servicing Plan (November 2008). At the discretion of the Senior Director of Growth Management, the City will only consider alternative sanitary servicing along existing Sonoma Lane for the Fifty Road catchment (i.e. containing Block 18 and additional 45 units) if it can be demonstrated that servicing of the subject lands is unduly delayed. If considered by the City, the Owner shall be responsible for future costs for its proportionate share of the Fifty Road sewer in addition to 100% of the cost of reconstructing existing Sonoma Lane including the use of granular backfill. Further, the Owner shall face restrictions limiting the construction duration (working days) and be charged back appropriate liquidated damages to be defined prior to construction.”

(h) That Condition 33 of Appendix “C” be renumbered to Condition 33a and the following new condition be added as Condition 33b:

“33b That prior to registration of the final Plan of Subdivision, that the Owner agree in writing that the westerly limits of the proposed extension of Sonoma Lane not be opened to vehicular traffic until such time as applications for building permits for a total of 100 units have been made.”

(i) And that the proposed Zoning By-law, attached as Appendix “E” applicable to the subject lands to revised to:

(a) Change that portion of the subject lands that abut the properties known as 2 – 28 Napa Lane, inclusive, from the Rural Residential “RR” Zone and the Agricultural Specialty “AS” Zone to the Single Residential “R2” Zone, the lands comprised of “Block 1”, as described in Section 1(a) of the proposed Zoning By-law and
shown as Block 8 on the revised Schedule “A” to the implementing Zoning By-law;

(b) Correct a typographical error in Section 2a of the draft by-law to delete the word “interior” and replace it with “corner” as it relates to minimum lot area.

FOR THE INFORMATION OF COUNCIL:

(a) CHANGES TO THE AGENDA (Item 1)

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

1. DELEGATION REQUESTS

   4.1 Delegation Request from Don Mclean respecting item 7.1, Binbrook Sanitary and Stormwater Systems Performance, on today’s agenda

The Agenda for the April 2, 2013 meeting of the Planning Committee was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

None.

(c) APPROVAL OF MINUTES (Item 3)

(i) April 2, 2013

The Minutes of the April 2, 2013 Planning Committee meeting were approved.

(d) DELEGATION REQUESTS (Item 4)

(i) Delegation Request from Don Mclean respecting item 7.1, Binbrook Sanitary and Stormwater Systems Performance, on today’s agenda
The delegation request from Don Mclean respecting item 7.1, Binbrook Sanitary and Stormwater Systems Performance, on today’s agenda, was approved.

(e) PUBLIC HEARINGS AND DELEGATIONS (Item 6)

(i) Delegation from Barbara Beaver, respecting licensing fee increases for Body Rub Parlors (Item 6.1)

The delegation from Barbara Beaver, respecting licensing fee increases for Body Rub Parlors, was received.

(ii) Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262 (PED12184(a)) (City Wide) (Item 6.2)

Jason Thompson, Senior Project Manager, provided a brief overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting PED12184(a), Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262, was received.

Public Speakers:

1. Victor Veri - 971 Highway 6 N, Flamborough, ON L8N 2Z7
   Mr. Veri expressed concerns with development and fill.

2. Don McLean – 68-151 Gateshead Cres., Stoney Creek, ON L8G 3W1
   Mr. McLean expressed concerns with procedure.

The public presentation respecting PED12184(a), Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262, was received.

The public meeting respecting PED12184(a), Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262, was closed.
The recommendations contained in Report PED12184(a), Amendments to the Site Alteration By-law No. 03-126, as Amended by By-law No. 05-115 and Further Amended by By-law No. 11-262, were amended to include a new sub-section (d), as follows:

(d) Staff were further directed to report back with a flow chart showing the enforcement process starting with initial contact for complaints through to changes or other remedies and that the report include any necessary amendments to the Site Alteration by-law.

Legal staff confirmed that the amendment will not affect the by-law going into effect once approved by Council at the next meeting.

(e) Staff were further directed to report back with a historical analysis of enforcement on grading complaints, orders issues, stop work orders or charges and any other related information from the period between January 2011 and December 2012;

(f) Staff were further directed to report back on the number of complaints on mud tracking in new subdivisions over the last two years; the amount of time it took to bring the developer into complaints; the number of repeated times on any one site after compliance was met; and how many charges were laid;

For disposition on this Item, refer to item 1.

(iii) Zoning By-law Amendment for Lands Located at 249, 251, and 255 Parkside Drive and 60 Truedell Circle (Flamborough) (PED13057) (Ward 15) (Item 6.3)

In accordance with the provision of the Planning Act, Chair J. Farr advised those in attendance that if a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the City of Hamilton before Council approves the zoning by-law amendment, the person or public body is not entitled to appeal the decision of the Council of the City of Hamilton to the Ontario Municipal Board, and the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

No speakers came forward.
The public meeting respecting Report PED13057, respecting Zoning By-law Amendment for Lands Located at 249, 251, and 255 Parkside Drive and 60 Truedell Circle, was closed.

Delia McPhail, Planner, provided an overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting Report PED13057, respecting Zoning By-law Amendment for Lands Located at 249, 251, and 255 Parkside Drive and 60 Truedell Circle, was received.

For disposition on this Item, refer to item 2.

(iv) Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 303 Highway No. 8 (Stoney Creek) (PED13060) (Ward 10) (Item 6.4)

In accordance with the provision of the Planning Act, Chair J. Farr advised those in attendance that if a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the City of Hamilton before Council approves the official plan and zoning by-law amendments, the person or public body is not entitled to appeal the decision of the Council of the City of Hamilton to the Ontario Municipal Board, and the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

Greg Macdonald, Senior Planner, provided an overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting Report PED13060, Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 303 Highway No. 8 (Stoney Creek), was received.

Public Speaker:

1.  Don McLean – 68-151 Gateshead Cres., Stoney Creek, ON L8G 3W1
Mr. McLean expressed concerns with this development not being in compliance with provincial policies and with the official plans.

The public presentation respecting Report PED13060, Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 303 Highway No. 8 (Stoney Creek), was received.

The public meeting respecting Report PED13060, Applications for an Official Plan Amendment and Zoning By-law Amendment for Lands Located at 303 Highway No. 8 (Stoney Creek), was closed.

For disposition on this Item, refer to item 3.

(f) PRESENTATIONS (Item 7)

(i) Binbrook Sanitary and Stormwater Systems Performance (PED12182(a)/PW13016) (Ward 11) (dependent on approval of PED12182) (Item 7.1)

Sally Yong-Lee, Acting Manager, Infrastructure Planning, and Udo Ehrenberg, Manager, Infrastructure and Source Water Planning, provided an overview of the report with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

The staff presentation respecting Report PED12182(a)/PW13016, Binbrook Sanitary and Stormwater Systems Performance, was received.

Public Speaker:

1. Don McLean – 68-151 Gateshead Cres., Stoney Creek, ON L8G 3W1

   Mr. McLean expressed concerns with the aid of a PowerPoint presentation. A copy of the presentation has been included in the public record.

   The public presentation respecting Report PED12182(a)/PW13016, Binbrook Sanitary and Stormwater Systems Performance, was received.
Report PED12182(a)/PW13016 was referred back to staff to consult with Councillors and to develop a cohesive City Wide program respecting sanitary and stormwater systems.

The motion respecting Report PED12182(a)/PW13016, Binbrook Sanitary and Stormwater Systems Performance, was reconsidered and amended by adding a new sub-section (b), to read as follows:

(a) That report PED12182(a)/PW13016 be referred back to staff to consult with Councillors and to develop a cohesive City Wide program respecting sanitary and stormwater systems;

(b) That AMEC be retained to continue additional studies in Binbrook and Upper Stoney Creek to establish the relationship between the storm run-off and the municipal storm and sanitary conveyance systems and hydraulic analyses of the minor system and major overland flow systems with associated works to be charged to Capital Budget Account No. 5180855850.

For disposition on this Item, refer to item 4.

(ii) Applications for Amendments to the Township of Glanbrook Official Plan and Zoning By-law No. 464, and Approval of a Draft Plan of Subdivision, Known as “Binbrook Heights Addition”, on Lands Located at 139 Fall Fair Way (Glanbrook) (PED12182) (Ward 11) (referred on November 6, 2012) (Item 7.2)

Report PED12182(a)/PW13016 was referred back to staff for a report back to the Planning Committee following completion of the hydrologic and hydraulic analysis of the storm conveyance systems.

(g) GENERAL INFORMATION AND OTHER BUSINESS (Item 11)

(i) Outstanding Business List Amendments (Item 11.1)

The following Outstanding Business List due dates were revised:

(aa) Item J: Municipal Services and Property Taxation on Condo Properties
    Current Due Date: April 2, 2013
    Proposed Due Date: May 14, 2013

(bb) Item T: Pan Am Stadium (PED12218)
The following items were removed from the Outstanding Business List:

(aa) Item G: Request the province to Establish a process to govern the quality of Fill Imported to a Receiving Site

(bb) Item CC: Municipal Law Enforcement (MLE) Contractor Services Administration Staff Resource Report (PED13056)

(ii) News from the General Manager (Item 11.2)

The General Manager provided updates of current events and initiatives within the department.

(iii) By-law Advertising (Item 11.3)

Councillor Pearson requested that the City Clerk prepare a report back on the provision of public notice and the City advertisements in the newspapers.

(h) PRIVATE AND CONFIDENTIAL (Item 12)

(i) Closed Session Minutes – March 19, 2013 (Item 12.1)

(a) The closed session minutes from March 19, 2013, were approved;

(b) The closed session minutes from March 19, 2013, are to remain confidential

At 12:23 p.m., Committee moved into Closed Session to consider item 12.2 which is subject to Section 239.2 (e) and (f) of the Municipal Act and Section 8.1(e) and (f) of the Procedural Bylaw as the subject matter of this item pertains to:

• litigation or potential litigation, including matters before administrative tribunals affecting the City, and
• the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
The Planning Committee reconvened in Open Session at 1:59 p.m.

(ii) Appeals to the Ontario Municipal Board on the City of Hamilton's Refusal or Neglect to Adopt Amendments to the City of Stoney Creek Official Plan and Zoning By-law and Approve a Draft Plan of Subdivision Known as "Foothills of Winona - Phase 2" for Lands Located at 339 and 347 Fifty Road and 1317 and 1329 Barton Street (Stoney Creek) LS13008 (Item 12.2)

The motion CARRIED on the following vote:

Yeas:  T. Whitehead, M. Pearson, L. Ferguson, C. Collins, J. Farr
Total:  5

Nays:  B. Johnson, B. Clark, J. Partridge
Total:  3

Absent: R. Pasuta
Total:  1

For disposition on this Item, refer to item 7.

(i) ADJOURNMENT

There being no further business, the Planning Committee adjourned at 5:04 p.m.

Respectfully submitted,

Councillor J. Farr
Chair, Planning Committee

Vanessa Robicheau
Legislative Coordinator
Office of the City Clerk
Present: Deputy Mayor L. Ferguson (Chair)  
Mayor R. Bratina  
Councillors B. Clark, C. Collins, S. Duvall, J. Farr,  
T. Jackson, B. Johnson, B. McHattie, S. Merulla, B. Morelli,  
J. Partridge, M. Pearson, R. Powers, T. Whitehead  

Absent with Regrets: Councillor R. Pasuta – Vacation  

THE GENERAL ISSUES COMMITTEE PRESENTS REPORT 13-008 AND RESPECTFULLY RECOMMENDS:

1. Increase in Eligible Costs for Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Application (ERG-09-02) – Urban West Developments Inc., 427 Aberdeen Avenue, Hamilton (PED09257(a)) (Ward 1) (Item 5.1)  

   (a) That an Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant not to exceed $198,929.61, an increase in $41,629.61 above the originally approved $157,300 in eligible costs for ERG-09-02, payable to Urban West Developments Inc. over a maximum of ten (10) years, be authorized and approved in accordance with the terms and conditions of the ERASE Redevelopment Agreement;  

   (b) That the associated Environmental Remediation and Site Enhancement (ERASE) Redevelopment Grant Agreement with Urban West Developments Inc. be amended regarding the terms and conditions governing the payment of an ERASE Redevelopment Grant for, and redevelopment of, 427 Aberdeen Avenue, Hamilton, with such agreement in a form satisfactory to the City Solicitor  

Council – April 10, 2013
2. **Hamilton Downtown Property Improvement Grant Program – 19-21 John Street South – HDPIGP 13/04 (PED13049) (Ward 2) (Item 5.2)**

   (a) That a Hamilton Downtown Property Improvement Grant Program (HDPIGP) application submitted by 2272949 Ontario Inc. (Viateslav Mitlitski), owner of the property at 19-21 John Street South, for a HDPIGP grant estimated at $291,926.95 over a maximum of a five (5) year period and based upon the incremental tax increase attributable to the redevelopment of 19-21 John Street North, be authorized and approved in accordance with the terms and conditions of the Program;

   (b) That the Mayor and City Clerk be authorized and directed to execute the Grant Agreement attached as Appendix “A” to Report PED13049, in a form satisfactory to the City Solicitor.

3. **Hamilton Downtown Multi-Residential Property Investment Program (HDMRPIP) – 137-149 Main Street West (PED13052) (Ward 2) (Item 5.3)**

   (a) That a conditional loan commitment totalling $2,325,000 for Jackson Hospitality Inc. (Azim Kassam), the registered owner of the property at 137-149 Main Street West, be authorized and approved under the Hamilton Downtown Multi-Residential Property Investment Program (HDMRPIP) in accordance with the Program’s terms and conditions;

   (b) That the Mayor and City Clerk be authorized and directed to execute a loan agreement together with any ancillary documentation required, to effect recommendation (a), above, in a form satisfactory to the City Solicitor;

   (c) That the General Manager of the Planning and Economic Development Department be authorized to approve and execute any loan amending agreements, together with any ancillary amending documentation, if required, provided that the terms and conditions of the Hamilton Downtown Multi-Residential Property Investment Program (HDMRPIP), as approved by City Council, are maintained.
4. **Hamilton Downtown Property Improvement Grant Program – 137-149 Main Street West (HDPIGP) 13/01 (PED13053) (Ward 2) (Item 5.4)**

   (a) That a Hamilton Downtown Property Improvement Grant Program (HDPIGP) application submitted by Jackson Hospitality Inc. (Azim Kassam), owner of the property at 137-149 Main Street West, for a HDPIGP grant estimated at $181,532.11 over a maximum of a five (5) year period and based upon the incremental tax increase attributable to the redevelopment of 137-149 Main Street West, be authorized and approved in accordance with the terms and conditions of the Program;

   (b) That the Mayor and City Clerk be authorized and directed to execute the Grant Agreement attached as Appendix “A” to Report PED13053, in a form satisfactory to the City Solicitor.

5. **Proposed Land Exchange between the City of Hamilton (483 Beach Boulevard) and Her Majesty the Queen in Right of Ontario as Represented by the Ministry of Infrastructure Ontario (465 and 485 Beach Boulevard) – Land required for Sierra Lane Improvements (PED13062) (Ward 5) (Item 5.5)**

   That an exchange of lands between the City of Hamilton and Her Majesty the Queen in Right of Ontario as Represented by Ministry of Infrastructure Ontario, be approved on the following basis:

   (a) That City lands, valued at $55,590, and municipally known as 483 Beach Boulevard, described as Part 3 on Plan 62R-15712, as shown on Appendix “A” attached to Report PED13062, be transferred to Her Majesty the Queen in Right of Ontario;

   (b) That the Real Estate Section of the Economic Development Division of the Planning and Economic Development Department be authorized and directed to exchange with Her Majesty the Queen in Right of Ontario the land described in Recommendation (a) for lands valued at $68,680, held by Her Majesty the Queen in Right of Ontario described as:

       Parts 1 and 2 Plan 62R-18417, forming part of 485 Beach Boulevard and Part 5 Plan 62R-18417, forming part of 465 Beach Boulevard, as shown on Appendix “A” attached to Report PED13062;

   (c) That the value difference of $13,090 for the lands being exchanged, be debited from Account No. 59259-3561250201 (Beach Boulevard Maintenance and Sales) and paid to Her Majesty the Queen in Right of Ontario; funding for this purchase is to be transferred from the Beach Park Development Reserve No. 108037;
(d) That the sum of $12,055 be funded from Account No. 108037 Beach Park Development Reserve and credited to Account No. 45408-3560150200 (Property Purchases and Sales) being the costs incurred for Real Estate, appraisal and legal expenses;

(e) That should HST be applicable and collected by the City, the HST amount shall be credited to Account No. 22828 009000 (HST Payable);

(f) That the Mayor and Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in the form prescribed pursuant to Section 268 of the Municipal Act, incorporating the following, if required:

(i) That in accordance with the approved method of providing notice in the City of Hamilton By-law No. 04-299 "Procedural By-Law for the Sale of Land", notice has been given to the public by way of inclusion of this land conveyance on the agenda of Committee recommending to Council the transfer of the land;

(ii) That the lands described in Recommendation (a) were declared surplus on June 6, 2000, by Council's adoption of Item 5, Finance Administration Committee Report No. 13-00;

(iii) That valuations were completed for the properties described in Recommendations (a) and (b) on January 7, 2013, in compliance with Section 3(b) of By-law No. 04-299 “Procedural By-law for the Sale of Land”.

6. **Accredited Economic Development Organization (AEDO) (PED13061) (City Wide) (Item 5.7)**

That Report PED13061 respecting Accredited Economic Development Organization, be received.

7. **Highway 5/6 Interchange and Associated Municipal Roads, Ministry of Transportation (MTO) Transportation Environmental Study Report (TESR) Addendum, Clappison's Corners (PED13063) (Ward 15) (Item 7.1)**

That the Transportation Environmental Study Report (TESR) Addendum prepared by the Ministry of Transportation (MTO) for the Highway 5/6 Interchange, associated Municipal Roads and carpool lot, be supported.

   That Report 13-001 of the Advisory Committee for Persons with Disabilities – Transit Fare Parity Update, be received.

9. **Neighbourhood Development Strategy – Community Networker (CN) Pilot Project (CM13001(b)) (City Wide) (Item 8.1)**

   (a) That the City of Hamilton enter into a partnership with the Hamilton Family Health Team, the McQuesten Community Planning Team and the Hamilton Community Foundation, to implement a pilot project that will lead to the hiring of a Community Networker that will work with residents in the McQuesten neighbourhood and a family practice located in that neighbourhood to improve the health and social outcomes of individuals and families;

   (b) That $25,000 of the Neighbourhood Strategy Fund be provided to the Hamilton Family Health Team to assist in the delivery of this initiative; and,

   (c) That the City Manager be authorized to execute an agreement between the City of Hamilton and the Hamilton Family Health Team, in a form satisfactory to the City Solicitor, to implement the above recommendations.

10. **Historical Review of Wage Increases and Provincial Comparison (HUR13002(a)) (City Wide) (Outstanding Business List) (Item 8.5) (Item 8.2)**

    That Report HUR13002(a) respecting Historical Review of Wage Increases and Provincial Comparison, be received.
11. Declaration of Surplus Property and Sale of Land – 1150 Leaside Road, Hamilton (PED13059) (Ward 4) (Item 8.3)

(a) That a vacant, interior parcel of land described as Parts 1, 2 and 3 on Plan 62R-17127, having a frontage of 10.769 metres (35.33 feet) along the south limit of Leaside Road and a rear width of 30.645 metres (100.54 feet), comprising a total area of 2,877 square metres (0.71 acres), identified as PIN 17293-0082, municipally known as 1150 Leaside Road (as shown on Appendix “A” to Report PED13059), be declared surplus to the requirements of the City of Hamilton in accordance with the “Procedural By-law for the Sale of Land” being By-law No. 04-299 and sold to Habitat for Humanity, a non-profit organization at a nominal sum of $2, to create six (6) to eight (8) affordable “ownership” housing units;

(b) That the sale proceeds be credited to Account No. 47702-104090 (Parkland Reserve).

(c) That the Mayor and Clerk be authorized and directed to execute all necessary documents in a form satisfactory to the City Solicitor.

12. Lease – Lister Block, 28 James Street North, Unit #106, Hamilton (PW13026) (Ward 2) (Item 5.6)

(a) That the City of Hamilton (Landlord) enter into a new lease agreement with “28 Lister Inc. & Chris DesRoches” (Tenant) for the property known as 28 James Street North, Unit 106 (also known as Lister Block), subject to the following terms and conditions:

(i) **Term:** Ten years commencing upon date that building permit is achieved, plus a five year renewal option;

(ii) **Property:** Lister Block, 28 James Street North, Unit 106, comprising of 4,222 gross rentable area as shown in Appendix “B” to Report PW13026. The space will be measured to the Building Owners and Managers Association (BOMA) standards once the lease is approved. The space will be leased on an “as-is” basis with finishing subject to heritage restraints and building permits as applicable;

(iii) **Landlord’s Work:** All Landlord’s work, including base building ventilation, water, drainage and electrical, will be completed by the Tenant subject to the Landlord’s prior written approval of drawings. The Landlord will invest $267,000 for Landlord’s work with funds being made co-payable to both the Tenant and the contractors;
(iv) **Net Rental Rate:** Years One to Ten: $15.00/sq. ft. net ($5,277.50/monthly $63,330.00 annually);

(v) **Operating Costs:** In addition to net rent payable in (a)(iv), the Tenant will pay $12.00/sq. ft. ($4,222.00/month, $50,664.00 annually) in operating costs, which includes taxes. In addition, the Tenant will pay for separately metered utilities including gas and hydro. Water will be incorporated into the operating costs;

(vi) **Parking:** Two parking spots will be provided to the Tenant and the Lister Block parking lot will be made available to the Tenant’s customers between the hours of 6:00 p.m. and 6:00 a.m. daily;

(b) That the Landlord’s cost of $267,000 be funded from the following Capital Work-In-Progress (WIPs) Accounts:

(i) $125,000 from # 8140755700 - Aggregate Study;
(ii) $125,000 from #3621108002 - Brownfield Development;
(iii) $17,000 from #791550-54401 - The operating budget for Lister Block;

(c) That a Lister Block Capital Reserve be created and funded by operating surpluses generated by related Lister Block Lease Revenues minus operating expenses;

(d) That the Mayor, General Manager of Finance and Corporate Services and the City Clerk be authorized and directed to execute the Lease in a form satisfactory to the City Solicitor.

13. **Report 13-001 of the Accountability and Transparency Sub-Committee – March 5, 2013**

(a) **Amendment to the Limitation Period for Complaints made under the integrity Commissioner By-law No. 08-154 (LS13001(a)) (City Wide)**

That the by-law amending the limitation period for complaints made under the Integrity Commissioner By-law No. 08-154 be enacted.

(b) **Lobbyist Registry (FCS13029/LS130060) (City Wide)**

That Report FCS13029/LS130060 respecting Lobbyist Registry, be received.
14. **Chesley/Chester/Annabelle Urbanization (Item 9.1)**

That the funding source for Project 4031319102 – Chesley/Chester/Annabelle Urbanization, in the amount of $500,000, from Ward 8 Area Rating Special Capital Re-Investment Reserve #108058, approved by Council on December 12, 2012 (Item 1 of General Issues Committee Report 12-024(b)), be amended to be funded as follows:

(a) $200,000 from the Ward 8 allocation of Project 403131108 – Council Priority – Minor Rehabilitation;

(b) $300,000 from Project 403121108 – Council Priority – Minor Rehabilitation.

15. **Proposed Property Acquisition of Land in the former City of Stoney Creek (Added Item 12.3)**

WHEREAS the City of Hamilton has interest in submitting an offer to purchase on certain lands within the geographical Township of Saltfleet as identified in Appendix “B” distributed to the General Issues Committee on April 3, 2013;

AND WHEREAS the offer price shall be based pursuant to the Financial Details as outlined in Appendix “A” distributed to the General Issues Committee on April 3, 2013.

Now therefore be it resolved:

(a) That the Real Estate Section of the Economic Development Division of the Planning and Economic Development Department be authorized and directed to submit and offer for the lands described in Appendix “B” distributed to the General Issues Committee on April 3, 2013, and that said Appendix “B” shall remain confidential until completion of the transaction.

(b) That the Financial details outlined in Appendix “A” distributed to the General Issues Committee on April 3, 2013 and that said Appendix “A” remain confidential until completion of the transaction.

(c) That the Real Estate Section of the Economic Development Division of the Planning and Economic Development Department be authorized and directed to submit a bona-offer for the lands subject to the City of Hamilton being satisfied in its sole and absolute discretion to the physical and environmental conditions of the lands as outlined in a) above.

(d) That the Mayor and Clerk be authorized and directed to execute all requisite documents to the satisfaction of the City Solicitor.
FOR THE INFORMATION OF COUNCIL:

CEREMONIAL ACTIVITIES

Mayor Bratina announced that the City of Hamilton officially received its Accredited Economic Development Organization (AEDO) status from the International Economic Development Council in Washington, D.C. The Committee was shown a video from Jeff Finkle, President and CEO of AEDO and welcomed and congratulated Hamilton as the 34th AEDO member.

(a) CHANGES TO THE AGENDA (Item 1)

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

ADDED CEREMONIAL ACTIVITY

(i) Accredited Economic Development Organization (AEDO) (PED13061) (City Wide) (Added Item 5.7)

ADDED DELEGATION REQUEST

For Today’s Meeting

(ii) Request from Annamaria Gagno respecting Transit Fare Parity

ADDED DISCUSSION ITEM

(iii) 2013 Hamilton Police Service Operating Budget (No Copy) (Added Item 8.4)

(iv) Correspondence from Nancy Di Gregorio, Chair of the Board, Hamilton Police Services, respecting the 2013 Hamilton Police Services Board – Operating Budget (Added Item 8.4.1)

(v) Report 13-001 of the Accountability and Transparency Sub-Committee – March 5, 2013 (Added Item 8.5)


The agenda was approved as amended.
(b) DECLARATIONS OF INTEREST (Item 2)

None.

(c) APPROVAL OF PREVIOUS MINUTES (Item 3.1))

The minutes of the General Issues Committee Meetings held on March 20, 2013, be approved as presented

(d) DELEGATION REQUESTS

(i) That the delegation request from the Canadian Ballet Youth Ensemble, in response to Report PED13055 – Canadian Ballet Youth Ensemble – Tivoli Theatre (Item 5.8 of General Issues Committee – March 20, 2013) was approved for the delegation to attend the April 17, 2013 Committee meeting.

(ii) The delegation request from Annamaria Gagno respecting Transit Fare Parity was approved, and the rules of order were suspended in order to allow for the delegation to appear at today’s meeting.

(e) CONSENT ITEMS

(i) Proposed Land Exchange between City of Hamilton (483 Beach Boulevard) and Her Majesty the Queen in Right of Ontario as represented by the Ministry of Infrastructure Ontario (465 and 485 Beach Boulevard), Land Required for Sierra Lane Improvements (PED13062) (Ward 5)

That the legal description in sub-section (a) was amended to read Plan 62R-15712 rather than 62R-15721.

(f) PUBLIC HEARINGS/DELEGATIONS

(i) Dave Barnett on behalf of Abuse Prevention and Awareness Campaign (APAC) respecting bullying and child abuse (Item 6.1)

Dave Barnett appeared before the Committee to speak to the issue of bullying and child abuse. He advised that despite complaints to various agencies and organizations, he has not been able to receive a satisfactory response.

Mr. Barnett cited several incidences of bullying that he has witnessed and stated that he is a victim of bullying himself, and that there is too much bullying going on in the City.
Mr. Barnett noted that the atrocities, corruption and treatment of patients at the Hamilton Psychiatric facility must be investigated, and that open hostility creates a lot of friction and the only resolve is to stop bringing the rest of the region’s problems in to the City.

The presentation from Dave Barnett on behalf of Abuse Prevention and Awareness Campaign (APAC) respecting bullying and child abuse, was

(ii) Annamaria Gagno respecting Transit Fare Parity (Item 4.2)

Annamaria Gagno appeared before the Committee to speak to the issue of Transit Fare Parity, and to fight for people who are on disability who need to use public transit. Ms. Gagno’s solution to fraudulent users of transit is to provide the users wishing to ride the HSR for free under the Volunteer Pay Policy be required to obtain medical verification that they have a disability, and then be issued picture ID to show the bus operator.

The presentation from Annamaria Gagno respecting Transit Fare Parity, was received.

(g) PRESENTATIONS

(i) Highway 5/6 Interchange and Associated Municipal Roads, Ministry of Transportation (MTO) Transportation Environmental Study Report (TESR) Addendum, Clappison’s Corners (PED13063) (Ward 15) (Item 7.1)

Diane Morreale, Senior Project Manager, Development Engineering, provided an overview of the Highway 5/6 Interchange Addendum and the City’s history with this project. She also introduced the members of the Project Team, which include:

Sally Yong-Lee and Tanya McKenna – City of Hamilton
Bill Cung, Martin Michalek and Chris Barber – Ministry of Transportation
Steven Chiu and Don Drackley – IBI Consultants

With the assistance of a power point presentation, the following items were addressed:

- Study Area
- Background
- Need and Justification for EA Addendum
- Environmental Factors – Land Use
- Subject of Class EA Addendum
- Preliminary Construction Cost
- Highway 6 Cross-section (Interim)
• Changes – Southwest Quadrant
• Changes – Northwest Quadrant (North and South of Borer’s Creek)
• Changes – Northeast Quadrant
• Changes – Southeast Quadrant
• Preliminary Design (Highway 6 looking northbound)
• Preliminary Design and Detail Design Study
• Property Acquisition
• Consultation to Date

• City of Hamilton Staff Recommendation
• Next Steps

A copy of the presentation was submitted to the Clerk for the official record and can be viewed on the City of Hamilton website.

The presentation respecting Highway 5/6 Interchange and Associated Municipal Roads, Ministry of Transportation (MTO) Transportation Environmental Study Report (TESR) Addendum, Clappison’s Corners, was received.

(ii) **Transit Fare Parity – AODA Integrated Standards (Item 7.2)**

Don Hull provided a power point presentation with respect to Transit Fare Parity AODA Integrated Standard (PW03128(e)), and spoke to the following:

• Background
• Additional Information
• Hamilton Policies vs. other Ontario Municipalities
• Legislation
• Alternatives for Consideration
• Summary
• Consultation
• Current HSR Fare Concessions
• Analysis/Rationale for Recommendations
• Provincially-Funded Transit Fares
• Other Fare Discount Programs: Affordable Transit Pass
• Appendices/Schedules

Mr. Hull introduced Jeff Poirier, Policy Analyst with the Ontario Human Rights Commission, and Paul Howard, from Shibley Righton, Outside Legal Counsel, who were in attendance to respond to questions of the Committee.

A copy of the power point presentation was submitted to the Clerk for the public record and can be viewed on the City of Hamilton website.
The Committee waived their solicitor-client privilege to disclose legal advice received in closed session from the Solicitor respecting the issue of Fare Transit Parity.

The Motion to Waive **CARRIED** on the following Standing Recorded Vote:

Yea: McHattie, Farr, Merulla, Collins, Jackson, Duvall, Whitehead  
Total Yeas: 7
Nay: Ferguson, Partridge, Johnson, Clark, Pearson  
Total Nays: 5
Absent: Pasuta, Powers, Morelli, Bratina  
Total Absent: 4

The presentation respecting Transit Fare Parity, AODA Integrated Standard, be received.

(h) **DISCUSSION ITEMS**

(i) **2013 Hamilton Police Services Operating Budget (Item 8.4)**

At the request of the General Issues Committee on March 21, 2013, representatives of the Hamilton Police Services and the Hamilton Police Services Board were in attendance to respond to questions of the Committee with respect to the 2013 Hamilton Police Services Operating Budget.

The following representatives were in attendance:

**Hamilton Police Services Board:**

Nancy Di Gregorio, Chair
Madeleine Levy, Vice Chair
Irene Stayshyn, Board Member
Lois Morin, Administrator

**Hamilton Police Service Staff:**

Deputy Chief Ken Leendertse, Acting Chief
Deputy Chief Eric Girt

Marco Visentini, Legal Council
Ted Mason, Finance Manager
John Randazzo, Assistant Finance Manager
The Committee approved to have the debate and discussion with respect to the 2013 Hamilton Police Services Operating Budget at this General Issues Committee meeting.

The Motion CARRIED on the following vote:

Yea: Clark, Johnson, Powers, Partridge, Ferguson, Whitehead, Collins, Merulla, Morelli, Farr, McHattie
Total Yeas: 11
Nay: Pearson, Bratina, Jackson
Total Nays: 3
Absent: Pasuta, Duvall
Total Absent: 2

2013 Hamilton Police Services Operating Budget

Whereas the Council of the City of Hamilton recognizes the community’s ‘ability to pay’ as a guiding budget principle through the 2010-2014 term of office;

And Whereas there is a growing concern within the current economic climate, for the fiscal challenges that face our city;

And Whereas Council has established, during this term of office, a budget target of as close to a zero percent increase as possible with boards, agencies, internal departments and all emergency service divisions;

And Whereas Council firmly believes that the Hamilton Police Service has consistently proven its ability to address the public safety needs of our residents and businesses;

And Whereas Council believes that the maintenance of the current level of police service has proven to be very successful and responsive to the needs of the Hamilton community;

And Whereas Council does not support the Police Service Board request of 3.71% as it includes 20 new officers (representing .38 percent of the 2013 budget request, with an additional .75 percent budget pressure in 2014) and the unsustainable use of Reserves (representing .18 percent of the 2013 budget request);

And Whereas a 3.52% increase will provide a sustainable and affordable budget that assumes no reduction in complement and service.

Therefore be it resolved:
That the City of Hamilton supports a 2013 Hamilton Police Service budget of $140,414,620, representing a 3.52% increase over the 2012 approved budget.

The motion was amended by adding the following words, “inclusive of capital financing costs”, following “$140,414,620”.

The Main Motion, as amended, CARRIED on the following Standing Recorded Vote:

Yeas: McHattie, Farr, Morelli, Merulla, Collins, Jackson, Duvall, Whitehead, Powers, Ferguson, Pearson
Total Yeas: 11
Nays: Bratina, Partridge, Johnson, Clark
Total Nays: 4
Absent: Pasuta
Total Absent: 1

The Main Motion, as amended, will be included in General Issues Committee Report 12-002, which will contain all recommendations relating to the 2013 City of Hamilton Tax-Supported Operating Budget.

(i) GENERAL INFORMATION/OTHER BUSINESS (Item 11.1)

(i) Outstanding Business Items List

(a) That the revised due dates for the following items on the Outstanding Business List were approved:

Item K: 2012 Ontario Municipal Partnership Fund Allocations
Due Date: Q1 2013
Revised Due Date: Q2 2013

(b) That the following items were removed from the Outstanding Business List:

Item KK: Review of Wages
(Proposed – April 3 GIC)

Item NN: Proposal for New School in the Pan Am Stadium Precinct (Item 8.3 – March 20 GIC)

Item PP: Public Bike Share Transit System Implementation Plan
(Proposed – March 20 GIC)
(j) PRIVATE & CONFIDENTIAL

The Committee moved into Closed Session at 2:00 p.m. pursuant to sub-section 8.1(f) of the City's Procedural By-law and Section 239.2 of the Municipal Act as the subject matter pertains to the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose respecting transit fare parity (Item 7.2).

The Committee reconvened in Open Session at 2:26 p.m.

The Committee moved into Closed Session at 4:20 p.m. pursuant to sub-sections 8.1(c), (d) and (b) of the City's Procedural By-law and Section 239(2) of the Municipal Act as the subject matters pertain to: 8.1(d) labour relations or employee negotiations respecting the Hamilton Professional Fire Fighters Association Local 288; 8.1(b) personal matters about an identifiable individual, including municipal or local board employees, respecting Performance Review – Senior Management Team; and 8.1(c) a proposed or pending acquisition or disposition of land by the municipality or local board respecting proposed Land Acquisition in the City of Stoney Creek.

The Committee reconvened in Open Session at 5:00 p.m.

(i) Hamilton Professional Fire Fighters Association Local 288
(Item 12.1)

No action to report.

(ii) Performance Review – Senior Management Team (Item 12.2)

The Performance Review – Senior Management Team, was deferred to a future meeting of the General Issues Committee.

(iii) Proposed Land Acquisition in the City of Stoney Creek
(Added Item 12.3)

See Item 16 of General Issues Committee Report 13-008 for the disposition of this item.

The Committee reconvened in Open Session at 5:00 p.m.

(l) ADJOURNMENT

There being no further business, the Committee adjourned at 5:06 p.m.

Council – April 10, 2013
THE PUBLIC WORKS COMMITTEE PRESENTS REPORT 13-004 AND RESPECTFULLY RECOMMENDS:

1. Plastic Shopping Bag Reduction and Recycling (PW07155(c)) (City Wide) (Item 5.1)

That Report PW07155(c) respecting Plastic Shopping Bag Reduction and Recycling, be received.

2. Integrated Pest Management (No Copy) (Item 7.1)

That staff be directed to report back during the 2014 Capital and Operating Budget processes with options for increased Integrated Pest Management, to include any considerations respecting the leverage of user fees and/or increase in permit fees.

3. Governance Agreement for the Joint Procurement of Electric Cooling Systems and Electric Cooling System Retrofits (PW13028) (City Wide) (Item 8.1)

(a) That the Mayor and City Clerk be authorized and directed to enter into a Governance Agreement with Metrolinx, attached as Appendix “A” to Report 13-004, for the joint procurement of Electric Cooling Systems and Electric Cooling System Retrofits;
(b) That a certified copy of the Governance Agreement and accompanying By-Law, attached as Appendix “B” to Report PW13028, in a form satisfactory to Legal Services, Procurement, and Corporate Finance, be forwarded to Metrolinx;

(c) That the cost of approximately $1,350,000 to retrofit up to 54 buses be fully funded from the Ontario Transit Capital Reserve #108027.

4. **Access to the Landford Outlet, City of Hamilton (PW13029) (City Wide) (Item 8.2)**

(a) That the Mayor and City Clerk be authorized and directed to execute any necessary documents including transfers or agreements with The Ministry of Transportation (MTO) to acquire the lands known as a 0.3m (1 ft.) reserve on North Service Road in the Township of Saltfleet, City of Hamilton and identified on the attached Plan 62M-596 as part of Blocks 19, 20 and 21 in a form satisfactory to the City Solicitor;

(b) That any costs for Legal Services and/or other administrative services for the acquiring of the lands be expensed to Account Number 52425-427500;

(c) That all operating costs related to the maintenance of the lands known as a 0.3m (1 ft.) reserve on North Service Road in the Township of Saltfleet, City of Hamilton, be absorbed in the current Roads & Maintenance section operating budget.

5. **Hamilton West Harbour Breakwater and Shoreline Municipal Class Environmental Assessment Study Report (PW13024) (Ward 2) (Item 8.3)**

(a) That the General Manager, Public Works, be authorized and directed to file the Hamilton West Harbour Breakwater and Shoreline Municipal Class Environmental Assessment Environmental Study Report with the Municipal Clerk for a mandatory minimum thirty (30) day public and all relevant agencies review period in May 2013;

(b) That the General Manager, Public Works, be authorized and directed to proceed with implementation of the Hamilton West Harbour Waterfront Breakwater and Shoreline works, subject to budget approval, at the completion of the Municipal Class Environmental Assessment process.
6. **Canadian National Railroad (CNR) - Infrastructure Exchange Agreement for Bay Street, John Street and Centennial Parkway (PW13030) (City Wide) (Item 8.4)**

That the General Manager of Public Works be authorized, with the assistance of Legal Services and Risk Management, to negotiate and execute an Agreement with Canadian National Railway (CNR) with regard to the exchange of maintenance responsibilities for the Bay Street, John Street overpasses and the Centennial Parkway underpass following their respective reconstructions.

7. **Standardization of Equipment, Supplies and Support Services (PW13027) - (City Wide) (City Wide) (Item 8.5)**

(a) That the field survey equipment, supplies and office related systems, listed in Appendix “B” to Report 13-004, be approved as a standard;

(b) That the vendors listed in Appendix “B” to Report 13-004 be approved as the single source of supply for the listed equipment and supplies;

(c) That the General Manager of Public Works, or his delegate, be authorized to negotiate a house account with each vendor listed in Appendix “B” to Report 13-004;

(d) That the General Manager of Public Works, or his designate, be authorized and directed to enter into and sign on behalf of the City of Hamilton, all negotiated agreements and all necessary associated documents with the vendors listed in Appendix “B” to Report 13-004 with content acceptable to the General Manager of Public Works, and in a form satisfactory to the City Solicitor.

8. **Speed Reduction Kenilworth Avenue South (Item 9.1)**

Whereas the Kenilworth Avenue South Neighbourhood Association has submitted a petition, attached as an Appendix to the Motion with 109 signatures asking for a speed reduction from 50 km/h to 40 km/h from Main Street to the Kenilworth Access Traffic circle; and

Whereas a speed reduction on Kenilworth Avenue South is not supported by City Policy;

Therefore be it resolved,

(a) That the speed limit on Kenilworth Avenue South between Main Street and the Kenilworth Access Traffic Circle be reduced to 40km/h;

(b) That the appropriate amending by-law be, passed.
9. **Installation of Part-time Flashing Beacons on Centre Road of Flamborough Centre School (Item 9.2)**

   Whereas area residents have expressed concerns regarding the safety of children travelling to Flamborough Centre School; and

   Whereas City policy is supportive of the installation of part-time flashing beacons and increasing the size of school area signs in this location.

   Therefore be it resolved;

   (a) That part-time flashing school zone beacons be implemented on Centre Road abutting Flamborough Centre School, 922 Centre Road;

   (b) That funding of approximately $17,000 for the associated costs of purchasing and installing the flashing beacon equipment and signs be charged to the Red Light Camera Reserve Account # 112203;

   (c) That the $2,000 annual cost to operate and maintain the school zone flashers be added to the Traffic Operations current operating budget dept ID 466045 to ensure that the annual maintenance and operating costs can be provided.

**FOR THE INFORMATION OF COUNCIL:**

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

   The Committee Clerk advised that there were no changes to the agenda:

   The April 8, 2013 Public Works Committee Agenda was approved, as presented.

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

   There were no declarations of interest.

(c) **MINUTES (Item 3)**

   (i) **March 18, 2013 (Item 3.1)**

      The Minutes of the March 18, 2013 Public Works Committee meeting were approved as presented.
(d) DELEGATION REQUESTS (Item 4)

(i) Delegation Request from Katherine J. Menyes, Director of Watershed Management Services, Conservation Halton, respecting Conservation Halton’s Watershed Report Card (Item 4.1)

The Delegation Request from Katherine J. Menyes, Director of Watershed Management Services, Conservation Halton, respecting Conservation Halton’s Watershed Report Card, was approved.

(e) PUBLIC HEARINGS/DELEGATIONS (Item 6)

(i) Delegation by Dave Barnett of the Abuse Prevention and Awareness Campaign respecting the prevention of assaults on bus drivers. (Item 6.1)

Dave Barnett addressed Committee respecting the prevention of assaults on bus drivers. He discussed the complaints process and proposed several improvements to transit in the City of Hamilton.

The presentation by Dave Barnett respecting the prevention of assaults on bus drivers, was received.

(f) PRESENTATIONS (Item 7)

(i) Integrated Pest Management (No Copy) (Item 7.1)

Tennessee Propedo, Manager of Parks & Cemeteries, addressed the Committee with the aid of a Powerpoint presentation. A copy of the presentation has been included in the official record.

The presentation respecting Integrated Pest Management, was received.

For disposition on this matter refer to Item 2.

(g) GENERAL INFORMATION/OTHER BUSINESS (Item 11)

(i) Outstanding Business List (Item 11.1)

(a) Items Requiring Revised Due Dates:

The following revised due dates were approved:

Item A - Installation Policy for Intersection and Mid-Block Pedestrian Signals
Due Date: April 8, 2013
Revised Due Date: August 15, 2013
Item B - Left-hand Prohibition Sign at Queen Street South and Stanley Avenue
Due Date: April 22, 2013
Revised Due Date: May 16, 2013

(h) ADJOURNMENT (Item 13)

There being no further business, the Public Works Committee adjourned at 11:00 a.m.

Respectfully submitted,

Councillor L. Ferguson Chair
Public Works Committee

Andy Grozelle
Legislative Coordinator
Office of the City Clerk
GOVERNANCE AGREEMENT FOR THE JOINT PROCUREMENT

OF ELECTRIC COOLING SYSTEMS AND ELECTRIC COOLING SYSTEM RETROCOMMENTS

FEBRUARY 12, 2013
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GOVERNANCE AGREEMENT
FOR THE
JOINT PROCUREMENT OF ELECTRIC COOLING SYSTEMS AND ELECTRIC COOLING SYSTEM RETROFFITS

THIS AGREEMENT is effective as of the 12th day of February, 2013.

AMONG:

METROLINX
- AND -

THE CITY OF HAMILTON
- AND -

THE CORPORATION OF THE CITY OF THUNDER BAY
- AND -

THE CORPORATION OF THE CITY OF WELLAND
- AND -

THE CORPORATION OF THE TOWN OF OAKVILLE
- AND -

THE REGIONAL MUNICIPALITY OF DURHAM
- AND -

LONDON TRANSIT COMMISSION

WHEREAS Metrolinx has been working with Ontario municipal transit systems to modernize transit bus fleets and make them more fuel efficient by replacing hydraulically-driven engine cooling systems with electric cooling systems (such systems, as described more fully in Schedule 1 (Definitions), the “Electric Cooling Systems” or “ECS” or “ECS units”, and the installation of such ECS units, the “ECS Retrofit”);

AND WHEREAS the Parties wish to:

a. Reduce the cost of ECS units and ECS Retrofits by consolidating municipal orders to achieve economies of scale through a joint Procurement process;
b. Reduce time and avoid costs associated with Procurement by standardizing the Public Tender Documents, including ECS Specifications, terms and conditions, thereby allowing transit systems to focus on core competencies;
c. Improve buying power and delivery schedules for ECS units; and
d. Facilitate the installation of ECS units in an efficient and cost-effective manner.

ARTICLE I: INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto in Schedule A.

1.2 Schedules and Order of Priority

The following are the schedules attached to and forming part of this Agreement:

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In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules.

1.3 Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.

1.4 Governing Laws and Agreement

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

1.5 Severability
If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

1.6 No Partnership, Joint Venture or Corporation

The execution of this Agreement and the other arrangements with respect to the Procurement are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation.

1.7 Members of Council, Officers, Agents, etc.

Each Purchaser and its members of commissions, council, directors, officers, agents, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

1.8 No Fiduciary Duties

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

1.9 Number and Gender

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

ARTICLE II: PRINCIPLES OF ECS PROCUREMENT

2.1 Key Principles

This Agreement shall be guided by the following key principles:

a. Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any Public Tender whereby tenders will be evaluated.

b. Metrolinx shall work with a Steering Committee in undertaking a Public Tender.

c. Metrolinx will facilitate the Purchasers' Procurement of ECS units and ECS Retrofits through a Public Tender process.

d. Participation by Purchasers in a joint Procurement is voluntary up to five (5) Business Days following the Steering Committee's recommendations that Metrolinx enter into a Master Agreement with the successful Proponent, pursuant to Section 4.8 (Award of a Master Agreement).

e. Ownership of the ECS units and legal obligations related to the Procurement of the ECS units and ECS Retrofits shall reside exclusively with the respective Purchasers, each of whom shall enter into a separate ECS Purchase Agreement with the successful Proponent.
f. The initial term of a Master Agreement shall be for one year, ending March 31, 2014, with the option to extend the Master Agreement for any of the two additional one-year periods (each, an "Option Year") ending March 31, 2015 and March 31, 2016 respectively.
g. Subject to Section 4.2 (Procurement Process), the decision on whether or not to exercise the right to extend for any of the Option Years and, to the extent any Option Year is exercised, the number of ECS units or ECS Retrofits to be purchased, rests exclusively with each of the respective Purchasers.
h. Each Purchaser shall pay a Participation Fee as described in Schedule C (Procurement Approach – 4. Participation Fee).
i. Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurement including timely sharing of information and on-going two-way communication to promote informed decision making and budgeting.

ARTICLE III: STEERING COMMITTEES

3.1 Steering Committee Membership

For each Public Tender intended to be issued by Metrolinx pursuant to Section 3.5 (Decisions of a Steering Committee), there shall be a Steering Committee comprising one representative from each of Metrolinx (the "Metrolinx Member"), GO Transit (provided that GO Transit is participating as a Purchaser in the particular Public Tender), and one representative from each other Purchaser participating in that Public Tender. For each Steering Committee, Metrolinx, GO Transit (as applicable), and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

3.2 Council By-Law, Resolution or Certificate of Appointment

The appointment of the Member and the Alternate Member by a Purchaser shall be confirmed by either (i) a certificate of appointment, substantially in the form of Schedule G (Sample Certificate of Appointment), authorizing the appointment of the Member and the Alternate Member and signed by the agent(s) authorized to sign this Agreement on behalf of the Purchaser, or (ii) a by-law or resolution of the municipal council, commission, or board, as applicable, providing authorization for the appointment of the Member and the Alternate Member similar to that provided in Schedule G (Sample Certificate of Appointment). The appointments shall refer to positions rather than specific individuals.

3.3 Votes

Save and except for the Metrolinx Member, each Purchaser participating in a Public Tender and GO Transit (as applicable) shall, through their Member, have one vote on the Steering Committee for that Public Tender. For greater certainty and consistent with its role as facilitator, the Metrolinx Member shall have no vote on any Steering Committee.

3.4 Quorum
Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds of the total number of the Steering Committee Members eligible to vote. Members may be present either in person or by means of such telephone, electronic and other communication facilities as permit all Members participating in the meeting to communicate with each other simultaneously and instantaneously. Wherever possible, the Steering Committee shall convene a meeting to conduct its business; however, in the absence of a meeting, the Steering Committee shall be authorized to make decisions and transact business with the unanimous written consent of all Steering Committee Members eligible to vote, which consent may be provided in the form of e-mail confirmation ("Unanimous Written Consent").

3.5 Decisions of a Steering Committee

The following decisions of a Steering Committee require the concurrence of at least two-thirds of the Steering Committee Members present at a meeting and eligible to vote, or the Unanimous Written Consent of the Steering Committee Members:

a. recommending to Metrolinx the issuance of any Public Tender;
b. recommending to Metrolinx the selection of a successful Proponent under any Public Tender issued pursuant to Section 3.5 (Decisions of a Steering Committee);
c. recommending to Metrolinx any amendments to a Master Agreement; and
d. determining whether any Party is in default for the purposes of Section 9.2 (Metrolinx Remedies for Event of Default by Purchaser).

Where a Steering Committee exercises its authority under Section 9.2 (Metrolinx Remedies for Event of Default by Purchaser), the Party whose Default status is being determined may participate in the discussion but may not vote in the decision.

All other decisions of a Steering Committee require the concurrence of a majority (51%) of the Steering Committee Members present at a meeting and eligible to vote, or the Unanimous Written Consent of the Steering Committee Members.

Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or provincial direction to which it may be bound or subject, Metrolinx shall either act in accordance with the decisions of the Steering Committee or not at all.

3.6 Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees, GO Transit, to the extent that it is a Purchaser in the particular Procurement and elects to participate on such sub-committees, and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee.

3.7 Binding Decisions
All Steering Committee decisions must comply with the terms of this Agreement, the Public Tender Documents and the Master Agreement related to the particular tender. Steering Committee decisions are final and binding on all Purchasers.

3.8 Regular Meetings

Each Steering Committee shall meet at least annually and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 3.9 (Special Meetings).

3.9 Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the Chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

3.10 Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held either at the Project Office or via teleconference.

3.11 Responsibilities of Steering Committee

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

a. approve the appointment of a Chair;
b. approve the ECS Specifications;
c. recommend the terms and conditions of the relevant Public Tender including the proposed Supplier agreements forming a part of such Public Tender;
d. recommend the issuance of a Public Tender pursuant to Section 3.5 (Decisions of a Steering Committee);
e. subject to Section 4.8 (Award of a Master Agreement), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
f. subject to the terms of this Agreement, establish rules and procedures regarding its meetings;
g. approve the implementation schedule for each Procurement;
h. establish a Communication Plan, as described in Schedule B (Communication Plan), in cooperation with Metrolinx for each Procurement; and
i. be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

3.12 Responsibilities of Steering Committee Chair

The responsibilities of a Steering Committee Chair include:
a. except for special meetings called in accordance with Section 3.9 (Special Meetings), establishing and distributing the agenda at least five (5) Business Days prior to each meeting;

b. presiding over each meeting including special meetings; and

c. arranging for the recording, distribution and storing of the minutes of such meetings.

ARTICLE IV: PROCUREMENT APPROACH AND TERM

4.1 ECS Specification

The ECS Specifications shall be based on the major functional and performance requirements of an ECS unit pertinent to a transit bus in the Ontario jurisdictions participating in the Procurement. The intent is to provide a common ECS unit for the Procurement; however, Purchasers will have the ability to select certain additional Options from an Option list. All Proponents are required to submit an Option list that sets out pricing for the additional Options as part of their tender. Purchasers will have the ability to purchase the ECS unit (with or without any of the Options) or an ECS Retrofit, which includes the supply and installation of the ECS unit by the successful Proponent, on the terms and conditions described in the Public Tender Documents.

4.2 Procurement Process

Subject to this Agreement, the specific terms of the Public Tender and the Master Agreement, each Procurement is intended to identify a Supplier as the exclusive Supplier of ECS units and ECS Retrofits for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 9.6 (Termination Without Cause by a Purchaser). The option to extend for any of the Option Years will be at the sole discretion of the Purchasers, each of whom shall have the right to exercise the Option Years or not in accordance with the Master Agreement and their Electric Cooling System Purchase Agreement ("ECS Purchase Agreement"). Upon exercise of an Option Year by any Purchaser under section 4.11 (Option Years), the successful Proponent will be the exclusive Supplier of ECS units and ECS Retrofits to such Purchaser during the relevant Option Years in accordance with the terms of the Master Agreement and the relevant ECS Purchase Agreement. For the avoidance of doubt, if a Purchaser does not elect to exercise an Option Year in accordance with Section 4.11 (Option Years), the Purchaser shall no longer be considered a Purchaser or qualify for addition as an Eligible Purchaser for the remainder of the Term of this Agreement.

4.3 Supplier

A Supplier procured pursuant to a Public Tender shall:

a. be given an exclusive contract for the Term; therefore, Purchasers that plan to procure ECS units or ECS Retrofits during the Term and that have not withdrawn in accordance with Section 9.6 (Termination Without Cause by a Purchaser) must purchase ECS units or ECS Retrofits from the successful Supplier on an exclusive basis;

b. not be contractually guaranteed the purchase of any particular number of ECS units or ECS Retrofits under the relevant Master Agreement; and
c. be advised by the Purchasers of their respective ECS orders or ECS Retrofits upon approval of funding from their respective municipal councils or board of directors, as the case may be, on or around March 31 of each year of the Term and, where applicable, the Option Years, to facilitate ECS delivery in the relevant year.

4.4 Master Agreement

On the recommendation of the Steering Committee in accordance with Section 4.8 (Award of Master Agreement) and in compliance with Section 1.4 (Governing Laws and Agreement) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed Public Tender that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the Public Tender and signatory to the Master Agreement, Metrolinx retains final discretion on whether or not to execute any Master Agreement. The Master Agreement will specify the terms and conditions of the Procurement and costing for the ECS units and ECS Retrofits as well as pricing for additional Options that can be selected by Purchasers. General terms and conditions that apply to all Purchasers will be contained in each Master Agreement.

4.5 ECS Purchase Agreement with Supplier

Subject to the Master Agreement, each Purchaser will enter into an ECS Purchase Agreement directly with the Supplier that will provide details related to their particular purchase of ECS units or ECS Retrofits (including delivery times, if applicable, and any particular Options selected by that Purchaser, pricing, and any other appropriate terms and conditions consistent with the terms of the relevant Master Agreement). The ECS Purchase Agreement will also include terms requiring payment of the Participation Fee by the Purchaser to the Supplier, which the Supplier will in turn be required to remit to Metrolinx under the Master Agreement on account of the services provided by Metrolinx for the Procurement. In the event that the Supplier fails or refuses to pay this amount to Metrolinx, the Purchaser(s) will be authorized to set off this amount from any payments otherwise due to the Supplier under the ECS Purchase Agreement, and required to remit this amount to Metrolinx directly.

Each ECS Purchase Agreement between a Purchaser and the Supplier is subject to review by the Project Officer, as described on Schedule C (Procurement Approach), prior to its execution. The Project Officer will review each ECS Purchase Agreement to ensure it is consistent with the relevant Master Agreement. Should it be found to be inconsistent, the Project Officer will report the inconsistency to the Steering Committee and Metrolinx. Purchasers are required to renew their existing ECS Purchase Agreement or enter into a new ECS Purchase Agreement with the Supplier upon the exercise of any of the Option Years.

4.6 Timing

Subject to the terms of this Agreement, the Public Tender is anticipated to be issued by Metrolinx no later than March 31, 2013 to accommodate delivery of ECS units and ECS Retrofits in the fiscal year ending March 31, 2014 and the Option Years ending March 31,
2015 and March 31, 2016. These timelines are estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

4.7 Issuance of Public Tenders

Metrolinx shall conduct the Procurement in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurement shall include:

a. an open advertisement through MERX™;
b. a posting of Proponent questions and answers through addenda on MERX™; and
c. a tender evaluation process, as described on Schedule C (Procurement Approach – 3. Tender Evaluation).

The cost of the joint Public Tender process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser who elects not to participate under Section 9.6 (Termination Without Cause by a Purchaser).

4.8 Award of a Master Agreement

a. Each Steering Committee may recommend that Metrolinx award a Master Agreement to the qualified Proponent offering the lowest total contract price identified through the tender evaluation process by sending written notification thereof to Metrolinx.
b. Notwithstanding this Section 4.8 (Award of a Master Agreement), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of two-thirds or more of Steering Committee Members eligible to vote, no tender is acceptable based on the terms and conditions of the particular Public Tender. If at least two-thirds of the Steering Committee Members eligible to vote agree that no tender is acceptable, they may agree to recommend to Metrolinx that the Public Tender be cancelled and each Purchaser shall thereafter be free to independently obtain the ECS units or ECS Retrofits which were the subject of the Public Tender, subject to the survival of and the Purchasers’ continued compliance with the specific terms of this Agreement, including without limitation the provisions related to confidentiality (Article VII: Confidentiality) and conflict of interest (Article VIII: Conflict of Interest).
c. Following a Steering Committee’s recommendation to Metrolinx to award a Master Agreement and in accordance with Section 9.6 (Termination Without Cause by a Purchaser), Purchasers shall have five (5) Business Days following the Steering Committee’s recommendation to decide whether they will participate or terminate their participation under this Agreement without cause. Following these five (5) Business Days, Metrolinx shall wait at least three (3) Business Days before executing the Master Agreement and notifying the successful Supplier.
d. Metrolinx’s execution of a Master Agreement is subject to Metrolinx’s rights under Section 4.4 (Master Agreement).

4.9 Participation Fees
Each Purchaser will pay a participation fee as described in Schedule C (Procurement Approach - 4. Participation Fees).

4.10 Term

Subject to any extension or termination of this Agreement pursuant to the provisions herein, or the survival of any of the obligations of this Agreement as provided herein, this Agreement for the purposes of the Procurement of ECS units and ECS Retrofits shall be in effect until the termination or expiration of the relevant Master Agreement (the “Term”), including the exercise of any Option Years.

4.11 Option Years

Each Purchaser may exercise the Option Years contemplated by the Master Agreement and the ECS Purchase Agreement, by providing Metrolinx notice in writing of its intention to do so no later than forty-five (45) calendar days prior to the completion of the current term of the Master Agreement. Such notice may be provided by that Purchaser’s Member. As described in Section 4.5 (ECS Purchase Agreement with Supplier), Purchasers are required to renew their existing ECS Purchase Agreement or enter into a new ECS Purchase Agreement with the Supplier upon the exercise of any of the Option Years. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise the Option Years under the Master Agreement, the Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated term, unless the Steering Committee advises Metrolinx otherwise.

ARTICLE V: ROLES AND RESPONSIBILITIES OF METROLINX

5.1 Roles and Responsibilities of Metrolinx

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

a. Metrolinx shall facilitate all aspects of each Public Tender including without limitation, issuance, tender evaluation and award and shall, through the Project Officer, administer the provisions contained in a Master Agreement on behalf of the Parties.
b. Metrolinx shall appoint and fund a Project Manager.
c. The Project Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
d. Metrolinx will:
   i. work with each Steering Committee to coordinate the:
      I. development of common ECS Specifications;
      II. development of common terms and conditions for each Public Tender;
      III. development of each ECS Master Agreement and ECS Purchase Agreement;
   ii. assist in the consolidation of orders for ECS units and ECS Retrofits on behalf of the Purchasers; and
   iii. be responsible for notifying the Supplier and respective Steering Committee if other municipalities wish to participate in the Procurement by becoming
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Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient manufacturing capacity to accommodate the additional ECS units and ECS Retrofits on the basis of the existing terms and conditions of each Master Agreement.

e. Except through GO Transit’s participation in the Procurement, Metrolinx shall not otherwise:
   i. evaluate tenders, except for determining a Proponent’s compliance with the mandatory requirements set out in the Public Tender Documents;
   ii. mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of an ECS Purchase Agreement; or
   iii. pay or otherwise be responsible for any amounts for Deliverables or other services as may be set out in any Purchaser’s ECS Purchase Agreement from time to time with the Supplier.

f. Notwithstanding anything in this Agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever, including without limitation Metrolinx’s retention of a Project Officer and/or Electric Cooling System Inspector (“ECS Inspector”), as described on Schedule C (Procurement Approach – 1. Project Officer and 2. ECS Inspector), is subject to there being an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy such commitments under this Agreement. Activity, payment or funding obligations may be reduced or terminated, in response to the Legislature’s annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.

g. Notwithstanding its retention of the ECS Inspector pursuant to Schedule C (Procurement Approach – 2. ECS Inspector) and the Project Officer pursuant to Schedule C (Procurement Approach – 1. Project Officer), Metrolinx does not guarantee, warrant or otherwise provide any assurance as to suitability of any of the Deliverables to the Purchasers, or anyone, and Metrolinx is not responsible for the acts or omissions of the Project Officer or the ECS Inspector.

5.2 No Metrolinx Liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Deliverables, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

   a. Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Deliverables under any Master Agreement and/or any ECS Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Deliverables under an ECS Purchase Agreement.
   b. Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Deliverables for their purposes, including without limitation the Deliverables’ compliance with applicable laws, policies, safety, licensing, funding and insurance
requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of ECS units or ECS Retrofits hereunder.

c. Except for determining a Proponent's compliance with the mandatory requirements set out in the Public Tender Documents, Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Deliverables for a Purchaser.

d. Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of an ECS Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the ECS Purchase Agreement as it sees fit in the circumstances provided that the required terms of the ECS Purchase Agreement approved by the Steering Committee (the “Required Terms”) are wholly retained and provided further that any such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.

e. Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of, through or in any way related to its execution of this Agreement and its participation hereunder.

f. Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own ECS Purchase Agreement with the Supplier and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's Project Officer of such issues.

g. Metrolinx shall not be liable for any loss or damages suffered by any of the Purchasers, or any other person as a result of any act or inaction of Metrolinx.

h. Metrolinx shall not be liable for any losses, costs or damages sustained or incurred by any Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or the Master Agreement.

ARTICLE VI: PURCHASERS

6.1 Steps Required to Become a Purchaser

Subject to Section 6.3 (Addition of Purchasers to this Agreement) a municipality or other entity becomes a Purchaser when:

a. the person or persons authorized to execute this Agreement on behalf of the municipality or other entity has or have duly executed this Agreement, a counterpart to this Agreement, or in the event an Eligible Purchaser is being added to the Agreement after the Effective Date in accordance with Section 6.3, a confirmation agreement in the form attached as Schedule H (Confirmation Agreement); and

b. the municipality or other entity has provided to the Project Manager the following documents:

i. a Purchaser Information Sheet attached as Schedule E (Purchaser Information Sheet);

ii. a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law, resolution or other authority, as applicable, substantially in the form of the sample by-law/resolution attached as Schedule F (Sample Council/Board/Commission By-Law/Resolution);
iii. either (x) a certificate of appointment substantially in the form of Schedule G (Sample Certificate of Appointment) from the agent(s) authorized to sign this Agreement on behalf of the Purchaser, which designates the persons authorized to provide instructions and any necessary approval for the Procurement as Steering Committee Member or Alternate Member, and confirms that all necessary actions have been taken by the Purchaser to authorize such person(s) to give instructions and any necessary approval for the Procurement, or (y) a by-law or resolution of the municipal council, commission, or board, as applicable, providing authorization for the appointment of the Member and the Alternate Member similar to that provided in Schedule G (Sample Certificate of Appointment). The appointments shall refer to positions rather than to specific individuals; and

iv. a signed Confidentiality Agreement substantially in the form of Schedule D (Confidentiality Agreement).

6.2 Representations and Warranties of Purchaser

a. Each Purchaser covenants, represents and warrants to Metrolinx that:

i. it is a validly existing legal entity under the laws of its relevant jurisdiction;

ii. it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;

iii. it will take all necessary steps to ensure that it has all approvals (including budget approvals) which are required in order to carry out the Procurement;

iv. its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;

v. it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement;

vi. unless it has withdrawn from this Agreement under Section 9.6 (Termination Without Cause by a Purchaser) it will not enter into any new contract or contract extension with any supplier other than the Supplier for the Deliverables specified in the Master Agreement during the Term without the prior written approval of Metrolinx, unless the Supplier cannot provide the Deliverables on a timely basis or has not met the requirements under the Master Agreement or ECS Purchase Agreement as determined by the Steering Committee, acting reasonably; and

vii. it will collect and submit to Metrolinx without unreasonable delay any data that Metrolinx may reasonably request from time to time in order to monitor and evaluate the effectiveness of the ECS units and ECS Retrofitted Buses.

b. The Purchaser shall be deemed to have repeated the foregoing representations and warranties each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

6.3 Addition of Purchasers to this Agreement
Metrolinx may from time to time after the Effective Date, add Eligible Purchasers as Parties to this Agreement. Each proposed additional Eligible Purchaser must first:

a. receive confirmation from the Project Officer that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of ECS units or ECS Retrofits already on order by existing Purchasers;

b. confirm in writing to Metrolinx that it has not issued a Public Tender or subsequently cancelled an order for ECS units or ECS Retrofits in Fiscal Year 2013, Fiscal Year 2014 or Fiscal Year 2015 in order to participate in the Procurement; and

c. complete Section 6.1 (Steps Required to Become a Purchaser) in full.

Upon its completion of the foregoing, an Eligible Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations in this Agreement excepting only the services of the ECS Inspector which shall be subject to the availability of Metrolinx funds. The Purchaser may then enter into an ECS Purchase Agreement in accordance with the approved specifications and Options available for the respective Procurement. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

ARTICLE VII: CONFIDENTIALITY

7.1 Confidential Information

During and following the Term, each Purchaser shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep all Confidential Information confidential in accordance with the terms and conditions set out in Schedule D (Confidentiality Agreement), a form of which is to be signed by each Purchaser.

ARTICLE VIII: CONFLICT OF INTEREST

8.1 No Conflict of Interest

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurements, Public Tender Documents, Master Agreements and ECS Purchase Agreements contemplated or completed under this Agreement.

8.2 Conflict of Interest and the Receipt of Confidential Information

Each Party declares that there is no actual or potential Conflict of Interest arising out of the receipt of the Confidential Information or the Party’s role in the Procurement. Each Purchaser acknowledges and agrees that it shall be a Conflict of Interest for it to use Confidential Information relevant to the Procurement, including without limitation bids and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that
Purchaser. Where a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 9.6 (Termination Without Cause by a Purchaser) or where Metrolinx terminates a defaulting Purchaser’s right to participate in the Procurement in accordance with paragraph (a) of Section 9.2 (Metrolinx Remedies for Event of Default by Purchaser), it shall not be entitled to contract with the Supplier for the purchase of ECS units or ECS Retrofits which were the subject matter of any Public Tender, during the term of the Master Agreement.

8.3 Reporting a Conflict of Interest

Each Party declares that, if at any time during the course of participating in the Procurement, a Party or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors has an actual or potential Conflict of Interest (each, a “Conflicted Party”), the Conflicted Party will immediately disclose such Conflict of Interest to Metrolinx and the Project Manager. Metrolinx shall have the authority to determine whether the Conflicted Party may continue to participate in the activity or provide the services in question, and shall also have the authority to attach limitations or conditions on the Conflicted Party’s participation in the Procurement. Each Party shall be responsible for ensuring compliance by its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors with the Conflict of Interest requirements set out under this Agreement.

ARTICLE IX: DEFAULT, ENFORCEMENT AND TERMINATION

9.1 Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx ("Event of Default"), as applicable:

a. if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such Purchaser pursuant hereto shall be false or misleading in any material respect;

b. if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried out by such Purchaser;

c. if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx;

d. if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Article VII (Confidentiality) or Article VIII (Conflict of Interest).

9.2 Metrolinx Remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:
a. Metrolinx may terminate the defaulting Purchaser’s right to participate in the Procurement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice of the termination date. Subject to Section 9.8 (Obligations Survive), as of the termination date:
   i. the defaulting Purchaser shall no longer participate in the Procurement; and
   ii. the defaulting Purchaser shall no longer be a Purchaser for the purpose of this Agreement;

b. subject to Article X (Dispute Resolution), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

9.3 Purchaser Remedies for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by the Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by the Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

a. the Purchaser may, subject to Section 9.8 (Obligations Survive), terminate its participation in this Agreement by giving Metrolinx at least thirty (30) calendar days prior written notice of the termination date; and

b. subject to Article X (Dispute Resolution), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

9.4 Termination Without Cause by Metrolinx

Metrolinx may terminate this Agreement at any time, without cause, by delivering written notice, in accordance with Section 11.1 (Address for Notices), to that effect to each Purchaser, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

9.5 Effect of Termination Without Cause by Metrolinx

Where Metrolinx has provided notice pursuant to Section 9.4 (Termination Without Cause by Metrolinx), the remaining Parties may request that Metrolinx assign any or all of its rights and obligations under this Agreement and/or the Master Agreement to all of them or any of them. Such request shall be made before the expiry of the notice period referred to in Section 9.4 (Termination Without Cause by Metrolinx).

9.6 Termination Without Cause by a Purchaser

A Purchaser may terminate its participation under this Agreement or any Public Tender without cause up to five (5) Business Days following the Steering Committee’s recommendation to Metrolinx to enter into the Master Agreement pursuant to Section 4.8 (Award of a Master Agreement), by delivering written notice to that effect to the other Parties which notice shall be effective immediately. Where a Purchaser gives such notice, it shall no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Public Tender. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties.

9.7 Termination after Award by a Purchaser

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that
Purchaser’s approving authority for the purchase of ECS units or ECS Retrofits for the term of the Master Agreement and a Purchaser shall not purchase ECS units or ECS Retrofits from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial transit funding as may be applicable.

9.8 Obligations Survive
Despite any termination under this Article IX (Default, Enforcement and Termination) each Party agrees that certain rights and obligations (whether contingent or matured, absolute or not), as set out in Section 11.5 (Survival) of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to Section 9.4 (Termination Without Cause by Metrolinx), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

Notwithstanding a Purchaser’s termination of its participation in this Agreement under this Article IX (Default, Enforcement and Termination), the Purchaser shall continue to be bound by the terms and conditions of any ECS Purchase Agreement which may have been executed by it prior to such termination and any termination of an ECS Purchase Agreement by the Purchaser shall be made only in accordance with its terms.

ARTICLE X: DISPUTE RESOLUTION

10.1 Legal Remedies for Disputes
Any dispute, question, claim, or other matter arising out of or relating to this Agreement (each, a “Dispute”) shall be resolved by the escalation procedure set out below in Section 10.3 (Three-Tiered Dispute Resolution). However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

10.2 Dispute Notice
A Party may refer a Dispute to dispute resolution under this Section 10.2 (Dispute Notice) of this Article X (Dispute Resolution) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a “Dispute Notice”).

10.3 Three-Tiered Dispute Resolution
The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the following manner:

(i) High-Level Negotiation
In the event a Party issues a Dispute Notice, as described in Section 10.2 (Dispute Notice), to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the executive to which the Transit Procurement Initiative reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.

(ii) Mediation

If the Dispute has not been resolved through high-level negotiation as contemplated in (i) (High-Level Negotiation) above, the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.

(iii) Arbitration

Any Party may, within thirty (30) calendar days of the delivery of the mediator's confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process.

Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge.

To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the Arbitration Act, 1991, as amended.

10.4 Performance to Continue

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Article X (Dispute Resolution), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of the Agreement to the best of their abilities.

10.5 Dispute Cost
10.6 Disputes Between the Purchasers and the Supplier

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

ARTICLE XI: MISCELLANEOUS

11.1 Address for Notices

Any notice or other communication required or permitted to be given under this Agreement shall be delivered or sent by registered mail, postage prepaid or facsimile (with follow-up mailed copy unless otherwise specified in this Agreement) in the case of Purchasers to the addresses or facsimile numbers set out in Schedule E (Purchaser Information Sheet), and in the case of Metrolinx, to:

Attn.: Project Manager
Transit Procurement Initiative
Metrolinx
20 Bay Street, Suite 600
Toronto, ON M5J 2W3
Fax: (416) 869-1794

Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party, such address change shall become effective immediately upon receipt of such notice.

11.2 No Waiver

a. The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.

b. The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

11.3 Force Majeure
a. A Party shall not be responsible for failures in performance due to Force Majeure.
b. "Force Majeure" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
   i. the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
   ii. any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or
   iii. lack or insufficiency of funds or failure to make payment of monies.
c. Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Parties and Metrolinx, if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event of Force Majeure so that the other Parties may verify the same.
d. If an event of Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate its participation in this Agreement (or in the case of Metrolinx, to terminate this Agreement) upon five (5) Business Days written notice to the other Parties. This right shall not affect a Purchaser’s obligation to a Supplier under an ECS Purchase Agreement which shall be determined in accordance with the relevant ECS Purchase Agreement terms.

11.4 Remedies Cumulative

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

11.5 Survival

Articles VII (Confidential Information), VIII (Conflict of Interest), IX (Default, Enforcement and Termination), Section 5.2 (No Metrolinx Liability), and Section 6.2 (Representations and Warranties of Purchaser), excluding Subsection 6.2 (a)(iv), shall survive the expiration or termination of this Agreement.

11.6 Amendment

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of the Agreement.

11.7 No Assignment
Except as otherwise provided in this Agreement, Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Steering Committees, which consent shall not be unreasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

11.8 Further Action

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

11.9 Enurement

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

11.10 Time of the Essence

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date set out above.

METROLINX

Per: __________________________
Name:
Title:
I have the authority to bind the corporation.

Per: __________________________
Name:
Title:
I have the authority to bind the corporation.

METROLINX
operating as GO Transit

Per: __________________________
Name:
Title:
I have the authority to bind the corporation.
THE CITY OF HAMILTON

Per: ____________________________

Name: __________________________

Title: __________________________

Per: ____________________________

Name: __________________________

Title: __________________________

I/We have the authority to bind the City.
THE CORPORATION OF THE CITY OF THUNDER BAY

Date: __________________________

Per: __________________________

Name:

Title:

Per: __________________________

Name:

Title:

I/We have the authority to bind the Corporation.
Date: ________________

THE CORPORATION OF THE CITY OF WELLMAN

Per: ________________

Name:

Title:

Per: ________________

Name:

Title:

I/We have the authority to bind the Corporation.
THE CORPORATION OF THE TOWN OF OAKVILLE

Per: __________________________

Name: _______________________

Title: _______________________

Per: __________________________

Name: _______________________

Title: _______________________

I/We have the authority to bind the Corporation.
THE REGIONAL MUNICIPALITY OF DURHAM

Per: ______________________________

Name: 

Title: 

Per: ______________________________

Name: 

Title: 

I/We have the authority to bind the Municipality.
Date: ____________________

LONDON TRANSIT COMMISSION

Per: ____________________
Name: ____________________
Title: ____________________

Per: ____________________
Name: ____________________
Title: ____________________

I/We have the authority to bind the Commission.
SCHEDULE A:

DEFINITIONS

1. Definitions

In this Agreement,

"Agreement" means this agreement, including its Schedules, as each may be amended from time to time;

"Alternate Member" means a person appointed by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;


"Authority" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Deliverables;

"Business Day" means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;

"Chair" means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 3.11 (Responsibilities of Steering Committee);

"Communication Plan" means the communication plan for any major joint communication event concerning the Procurement developed by Metrolinx and approved by the respective Steering Committee;

"Confidential Information" means:

(i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Public Tenders issued, or proposed to be issued, by Metrolinx relating to the Procurement, any tenders received, evaluation(s) completed, and pricing;
(ii) any proprietary information of a Party;
(iii) any personal information as contemplated in FIPPA or MFIPPA;
(iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or
(v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.

Confidential Information does not include information that:

(i) is or becomes generally available to the public through no fault of a Party, including, by way of example only, information related to the Procurement and released by Metrolinx after a successful Supplier has been identified, including the names of the bidders that submitted bids and the total contract price awarded to the successful bidder;
(ii) prior to receipt from Disclosing Party, was known to the receiving party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the receiving party;
(iii) was independently developed by the receiving party prior to receipt from the Disclosing Party, as documented by written records possessed by the receiving party; or
(iv) becomes available to the receiving party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

For the avoidance of doubt, the contents of this Agreement shall not be considered Confidential Information.

"Conflict of Interest" means any situation or circumstance where, in relation to the Procurement, a Purchaser or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors or Steering Committee Members (a) communicates with any person with a view to influencing preferred treatment inconsistent with the Procurement Process, (b) engages in conduct that compromises or could be seen to compromise the integrity of the open and competitive Procurement and render that process non-competitive or unfair, or (c) has other commitments, relationships or financial interests that (i) could or could be seen to exercise an improper influence over the objective, impartial exercise of its independent judgment, or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"Contract" means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific ECS Purchase Agreement; (c) the Public Tender Documents, including any addenda; (d) the successful Tender; and (e) any amendments executed in accordance with the terms of the Master Agreement;

"Deliverables" means everything developed for or provided to the Purchaser by the Supplier in the course of performing its obligations under the Contract or agreed to be provided to the Purchaser under the Contract by the Supplier, including but not limited to any goods or services;

"Disclosing Party" means a Party that discloses Confidential Information in connection with the Procurement;

"Dispute" has the meaning ascribed thereto in Section 10.1 (Legal Remedies for Disputes) of this Agreement;

"Dispute Notice" has the meaning ascribed thereto in Section 10.2 (Dispute Notice);

"ECS" or “ECS unit” or “Electric Cooling System” means all the components required to replace a bus’ hydraulic or mechanical cooling system with an electric cooling system, including the fans, electronic controllers and software, heat exchangers, power steering pump (if replaced), alternator, wires, connectors, hoses and pipes, including manuals, diagnostic equipment, testing and training, as set out in the Public Tender Documents including, without limitation, the ECS Specifications, excluding any Options;

"ECS Inspector" or “Electric Cooling System Inspector” means the person or persons hired by Metrolinx pursuant to Schedule C (Procurement Approach – 2. ECS Inspector) to perform inspection services during the installation phase of the ECS units ordered by the Purchasers and to perform additional testing during the post-installation phase;
"ECS Purchase Agreement" or "Electric Cooling System Purchase Agreement" means the contract or contracts to be entered into between the Purchasers and the Supplier to deliver the ECS units or ECS Retrofits and any other related supplies and services as described in a Public Tender with any additional Options specified by each Purchaser;

"ECS Retrofit" means the supply and installation of the Electric Cooling System and safe disposal of the removed hydraulic or mechanical cooling system components by the Supplier in accordance with the Requirements of Law; subject to the terms and conditions set out in the Public Tender Documents including, without limitation, the ECS Specifications, excluding any Options;

"ECS Retrofitted Bus" means a bus that has undergone an ECS Retrofit;

"ECS Specifications" means the specific technical requirements of the ECS units and ECS Retrofits to be included in the Public Tender Documents and form a part of the Master Agreement with the Supplier;

"Effective Date" means the date this Agreement is effective as set out on the first page of this Agreement;

"Eligible Purchaser" means:

a) a municipality, as defined under the Municipal Act or a transit authority including a transit commission or other persons or classes of persons as may be authorized under the Municipal Act with which a municipality is permitted to enter into an agreement for the Procurement; or

b) GO Transit;

but for greater certainty does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated an ECS Purchase Agreement or failed to exercise an Option Year.

"Event of Default" has the meaning ascribed thereto in Section 9.1 (Event of Default) of this Agreement;

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended from time to time;

"Force Majeure" has the meaning ascribed thereto in Section 11.3 (Force Majeure) of this Agreement;

"GO Transit" means the operating division of Metrolinx responsible for the provision of public transportation services, who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx.
"Legislature" has the meaning ascribed thereto in Section 5.1 (Roles and Responsibilities of Metrolinx) of this Agreement;

"Master Agreement" means the contract, including its schedules, to be entered into between Metrolinx and the Supplier to deliver the ECS units and ECS Retrofits as they will be described in a Public Tender and any other related supplies and services, or any part thereof;

"Member" means a person appointed by a Party as set out in Section 3.1 (Steering Committee Membership) and who is deemed authorized by virtue of such appointment to perform any action, and provide any required recommendations, instructions and approvals to complete the Procurement within the scope of this Agreement;

"MERX™" means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended from time to time;

"Metrolinx" means the Corporation Metrolinx as established under the Metrolinx Act, 2006;

"Metrolinx Member" has the meaning ascribed thereto in Section 3.1 (Steering Committee Membership);

"Municipal Act," means the Municipal Act, 2001, S.O. 2001, c. 25, as amended from time to time;

"Option Year" has the meaning ascribed thereto in Section 2.1 (Key Principles) of this Agreement;

"Options" means a component, feature, service or material that is proposed and priced by the Proponent as an alternative (or an addition or deletion) to the Proponent's standard component/feature/material for the ECS units and/or ECS Retrofit and as contained in the technical specifications included in the Public Tender Documents.

"Participation Fee" has the meaning ascribed thereto in Schedule C (Procurement Approach - 4. Participation Fee) to this Agreement;

"Party" means any one of the legal entities which have executed this Agreement, and "Parties" means more than one Party;

"Personnel" means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors, and includes the employees and independent contractors of the Party;

"Procurement" means the process of procuring the ECS units and ECS Retrofits as they will be described in the Public Tender Documents and any other related supplies and services in accordance with this Agreement including without limitation the Project Officer and the ECS Inspector;
"Procurement Policies" means the procurement policies and directives in effect from time to
time respecting the procurement of equipment, services and supplies applicable to Metrolinx;

"Project Manager" means the Metrolinx representative responsible for the overall facilitation
and administration of the Procurement initiative under Section 5.1 (Roles and Responsibilities of
Metrolinx).

"Project Office" means the office designated by Metrolinx as such from time to time by notice in
writing to the other Parties;

"Project Officer" means the technical expert hired by Metrolinx pursuant to Schedule C
(Procurement Approach – 1. Project Officer) to assist each Steering Committee and the
Purchasers on technical issues from the time the Master Agreement is awarded up until the
point the ECS units and/or ECS Retrofits are accepted by the respective Purchasers;

"Proponent" means the legal entity that submits a bid in response to a Public Tender
contemplated by this Agreement;

"Public Tender" means the process by which Metrolinx will issue Public Tender Documents and
advertise such Public Tender Documents in connection with the Procurement on the electronic
tendering system, MERX™.

"Public Tender Documents" means the written tender document issued by Metrolinx for the
joint procurement of ECS units and ECS Retrofits and any supporting documentation posted on
MERX™ in connection with such tender.

"Purchaser" means:

a) a municipality, as defined under the Municipal Act or a transit authority including a
transit commission or board or other persons or classes of persons as may be
authorized under the Municipal Act with which a municipality is permitted to enter into an
agreement for the Procurement; or

(b) GO Transit;

and includes each Party to this Agreement and any Eligible Purchaser that has subsequently
complied with the requirements of Section 6.1 (Steps Required to Become a Purchaser);

"Required Terms" has the meaning ascribed thereto in Section 5.2 (No Metrolinx Liability) of
this Agreement;

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts,
ordinances, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences,
authorizations, Provincial policy directions, and agreements with Authorities that now or at any
time hereafter may be applicable to either the Supplier, the Purchasers, the Master Agreement
or the Deliverables or any part of them;

"Schedules" means the schedules listed in Section 1.2 (Schedules and Order of Priority) and
forming a part of this Agreement, and any other schedules subsequently added in accordance
with the terms of this Agreement, as each may be amended from time to time;
“Steering Committee” means the committees described in Article III (Steering Committees);

“Supplier” means the Proponent with whom Metrolinx enters into a Master Agreement;

“Term” has the meaning ascribed thereto in Section 4.10 (Term) of this Agreement.

“Unanimous Written Consent” means the written consent of all of the Members of the Steering Committee eligible to vote, which may be provided in the form of an e-mail confirmation, as described in Section 3.4 (Quorum).
SCHEDULE B:
COMMUNICATION PLAN

1. Communication Plan
   a. The Parties agree that any communication with third parties in relation to the
      Procurement shall be carried out in accordance with the terms and conditions set
      out in this Agreement and the Communication Plan approved by each Steering
      Committee.
   b. The purpose of the Communication Plan is for Metrolinx and the Purchasers to
      communicate with the public about the joint Procurement initiative and to enhance
      opportunities for appropriate, continuous and consistent recognition of the co-
      operative efforts of the Parties.
   c. Each Purchaser and Metrolinx agree to undertake joint communications activities
      and products that will promote opportunities to communicate with the public in an
      open, transparent, effective and proactive manner, using appropriate, ongoing,
      consistent public information material acknowledging the Parties' participation as
      set out in this Agreement.
   d. Unless agreed to in advance by all Parties, a Party shall give the other Parties at
      least ten (10) Business Days prior written notice of any media releases, media
      conferences, public announcements and other events pertaining to the joint
      Procurement, and/or the printing, producing or publishing of: public reports or
      internet pages providing information for transit agencies, municipalities, contractors
      and members of the public on this Agreement (each, a "Communication"). In
      addition, each Party shall provide the Project Manager with a copy of the content of
      any such Communication at least ten (10) Business Days prior to its proposed
      release, and in the event any Communication is inaccurate or otherwise
      inconsistent with the terms of this Agreement, the Master Agreement or the
      Procurement Policies, the Project Manager shall have the right to prohibit the
      release of such Communication.
SCHEDULE C: PROCUREMENT APPROACH

1. Project Officer

Metrolinx shall retain and provide funding for the services of a Project Officer who shall assist each Steering Committee and its respective Purchasers from the time each Master Agreement is executed up until the point the respective ECS units or ECS Retrofits are accepted by the respective Purchasers.

In each case, the Project Officer shall be responsible for:

a. being the central point of contact between the Supplier and the Purchasers;
b. reviewing all ECS Purchase Agreements prior to their execution by the relevant Purchaser to ensure consistency with the Master Agreement;
c. identifying any issues to the Parties and/or Supplier related to the performance of work under the Master Agreement and the ECS Purchase Agreement;
d. overseeing the work of the ECS Inspector retained by Metrolinx hereunder, including without limitation establishing the ECS inspection schedule based upon the Project Officer's timely receipt of orders for ECS units and ECS Retrofits from the Purchasers in accordance with this Agreement; and
e. rejecting work from the Supplier that does not conform to the relevant ECS Purchase Agreement and/or Master Agreement. This is in addition to the right of the ECS Inspector under paragraph 2 below (ECS Inspector).

2. ECS Inspector

Metrolinx shall retain and fund the services of an ECS Inspector to oversee the installation of the ECS Retrofits at the Supplier's installation facility for ECS Retrofits installed prior to March 31, 2014, and March 31, 2015 for the Option Year 2014 and March 31, 2016 for the Option Year 2015. In order to qualify for the ECS Inspector's services, a copy of the Purchaser's ECS Purchase Agreements and related order(s) must be provided by the Purchasers to Metrolinx no later than the dates specified herein.

Metrolinx will confirm the availability of ECS inspection services available hereunder upon receipt of a copy of a Purchaser's ECS Purchase Agreement and related order received in accordance with the foregoing. Orders received subsequent to the dates identified herein may not qualify for ECS inspection services.

Inspections will include detailed inspection of the first ECS Retrofit for each Original Equipment Manufacturer (OEM) of the buses, random inspections and post-installation inspections.

For each Procurement, the ECS Inspector will report to and take direction from the Project Officer and shall be responsible for:

a. performing inspection services during the assembly and installation of the ECS Retrofits ordered by the Purchasers, including:
   i. inspecting and ensuring proper function of all installed systems and sub-systems;
   ii. tracking and documenting installation progress; and
iii. ensuring all deficiencies are corrected prior to release of ECS Retrofits to Purchasers and witnessing pre-delivery tests;

b. monitoring and reporting to the Project Officer the Supplier’s compliance with the Technical Specifications, the quality assurance, installation and delivery provisions contained in the Master Agreement and the ECS Purchase Agreement, and all applicable Requirements of Law at the time of installation;

c. working with the Supplier, the Purchasers and/or the Project Officer to address any issues related to the quality and performance of work and installation schedule;

d. reviewing all requests for waiver, requests for deviation and engineering change proposals and submitting recommended course of action to the Project Officer for decision or Steering Committee review;

e. rejecting work from the Supplier that does not conform to the relevant Master Agreement and/or the ECS Purchase Agreement;

f. providing a final inspection summary for each Purchaser detailing inspection information for the ECS Retrofits ordered; and,

g. performing post-installation inspection services of the ECS Retrofits ordered by the Purchasers, including: inspecting and ensuring proper function of all installed systems and sub-systems.

3. Tender Evaluation

The Parties agree that, as described more fully in the Public Tender Documents, the tenders will be evaluated using the following criteria:

a. total contract price;

b. Proponent’s qualifications;

c. proper completion by the Proponent of all Public Tender Documents and any appendices; and

d. compliance with the technical specifications and all other requirements set out in the Public Tender Documents.

4. Participation Fee

Each Purchaser will pay a participation fee equal to $260 for each ECS unit and $345 for each ECS Retrofit purchased by the Purchaser during the Term of the Agreement and during any Option Year, inclusive of applicable taxes, the specific terms of which payment shall be set out in the Master Agreement (the “Participation Fee”).
WHEREAS, Metrolinx has been working with Ontario municipal transit systems with the goal of facilitating the joint procurement of electric cooling systems and electric cooling system retrofits (such prospective procurement, the "Procurement");

AND WHEREAS, in connection with the Procurement, the undersigned may receive certain confidential or proprietary information from Metrolinx or other municipal transit systems participating in the Procurement (each, a "Party", and to the extent such Party discloses Confidential Information, a "Disclosing Party");

NOW THEREFORE, in consideration received of the undersigned’s receipt of Confidential Information and other good and valuable consideration the receipt and sufficiency is hereby acknowledged, the undersigned hereby acknowledges and agrees and undertakes as follows.

Capitalized terms used but not defined herein have the meanings ascribed to them in the Governance Agreement, dated [_____] by and among Metrolinx and [insert names of Parties], as amended, restated, supplemented or otherwise modified from time to time, (the "Governance Agreement").

1. Confidential Information

"Confidential Information" means:

(i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Public Tender issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing;

(ii) any proprietary information of a Party;

(iii) any personal information as contemplated in the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31 (FIPPA) or the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (MFIPPA), as such instruments shall be amended, from time to time;

(iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or

(v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.

The undersigned shall keep, and to the extent applicable, shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep, all Confidential Information confidential in accordance with the terms and conditions of this Confidentiality Agreement. In addition to any other liabilities of the undersigned pursuant to this
Confidentiality Agreement or otherwise at law or in equity, the undersigned shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and proceeding arising from any non-compliance with this Confidentiality Agreement by the undersigned or any of its advisors, agents, directors, commissioners, officers, Personnel representatives or contractors.

2. Use of Confidential Information

(a) Confidential Information disclosed directly or indirectly by a Disclosing Party to the undersigned shall be held by the undersigned in confidence, and the undersigned:

(i) shall not disclose, reveal, publish, or disseminate any of the Disclosing Party’s Confidential Information, provided that the undersigned may disclose Confidential Information to those of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors with a need to know such Confidential Information in connection with assisting, advising and/or providing feedback to the Procurement process, provided that such person is subject to obligations of confidentiality substantially similar to those contained in this Confidentiality Agreement;

(ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Disclosing Party’s Confidential Information;

(iii) shall not copy, reproduce in any form or store the Disclosing Party’s Confidential Information in a retrieval system or database, without the prior written approval of the Disclosing Party;

(iv) shall immediately notify the Disclosing Party in the event that it becomes aware of any unauthorized disclosure of Confidential Information; and

(v) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA and MFIPPA.

(b) At any time at the request of the Disclosing Party, the undersigned shall immediately:

(i) return all Confidential Information to the Disclosing Party; or

(ii) destroy the Confidential Information and all copies thereof in any form whatsoever under its power or control and provide the Disclosing Party with a certificate signed by the undersigned, or an appropriate officer of the undersigned, certifying such destruction.

3. Exceptions

The obligations of confidentiality set out in Section 2 shall not apply to Confidential Information that:

(i) is or becomes generally available to the public through no fault of the undersigned, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the total contract price of the successful bidder;
(ii) prior to receipt from the Disclosing Party, was known to the undersigned on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the undersigned;

(iii) was independently developed by the undersigned prior to receipt from the Disclosing Party, as documented by written records possessed by the undersigned; or

(iv) becomes available to the undersigned on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

4. Authorized Purpose

The undersigned acknowledges that all Parties have disclosed Confidential Information to the undersigned solely in connection with assisting, advising and/or providing feedback to the Procurement (the “Authorized Purpose”). The undersigned may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The undersigned acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

5. Conflict of Interest

The undersigned declares that there is no actual or potential conflict of interest arising out of the receipt of the Confidential Information or the undersigned’s role on the Procurement. The undersigned declares that the undersigned will immediately disclose any actual or potential conflict of interest that may arise during the course of participating in the Procurement. Furthermore, the undersigned acknowledges and agrees that if it is participating in or involved with, or has participated in or been involved with, the Procurement and is at any time in receipt of Confidential Information, the undersigned is precluded from participating in any activity with any third party, including any third party responding to a Procurement solicitation document in respect of the Procurement, whether as an employee, advisor or otherwise, which will constitute an actual or potential conflict of interest for a period of six (6) months from (i) the execution of the agreement(s) with the successful supplier resulting from a Public Tender or (ii) the final abandonment or cancellation of a Public Tender by Metrolinx.

6. Legally Required Disclosure

If the undersigned becomes compelled to disclose any Confidential Information pursuant to applicable law, the undersigned shall provide the Disclosing Party with prompt written notice of any such requirement and shall cooperate with the Disclosing Party in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the undersigned shall disclose only that portion of the Confidential Information as is required pursuant to applicable law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Confidentiality Agreement.

7. Ownership
The Disclosing Party shall retain all right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither the execution of this Confidentiality Agreement, nor the furnishing of any Confidential Information by a Disclosing Party shall be construed as granting to the undersigned, either by implication or otherwise, any interest, license or right respecting the Disclosing Party’s Confidential Information, including any intellectual property rights.

8. No Warranties, Representations or Liability

ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, EXPENSE OR CLAIM OF LOSS ARISING FROM THE USE OF, OR RELIANCE ON, THE INFORMATION BY THE UNDERSIGNED.

9. Damages

The undersigned acknowledges and agrees that:

(a) any breach or threatened breach of the terms of this Confidentiality Agreement and the obligations set out herein shall cause immediate and irreparable harm for which damages alone are not an adequate remedy; and

(b) a Disclosing Party shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect such Party against such breach or threatened breach.

10. Survival

The undersigned acknowledges and agrees that the terms of this Confidentiality Agreement shall survive (i) the term of any agreement with the successful supplier resulting from a Public Tender process relating to the Procurement, including any renewal periods exercised by any of the Parties, or (ii) the final abandonment or cancellation of the Procurement by Metrolinx, as applicable.

11. General

No delay or failure by a Disclosing Party, in exercising any rights, powers, remedies or privileges available to it hereunder shall operate as a waiver thereof. The single or partial exercise of a right, power, remedy or privilege shall not preclude its subsequent exercise or the exercise of any other right, power, remedy or privilege. If any provision of this Confidentiality Agreement is invalid, unenforceable or illegal, such provision shall be deemed to be severed without affecting any other provision. The provisions herein shall enure to the benefit of each Disclosing Party’s successors and assigns. This Confidentiality Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.
12. Governing Law

This Confidentiality Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has caused this Confidentiality Agreement to be duly executed as of the date first written above.

Per: _______________________

Name: _____________________

Title: _____________________
SCHEDULE E: PURCHASER INFORMATION SHEET

1. Legal name of organization

2. Contact information
Mailing address and fax number for notices:

3. Steering Committee Member  Alternate Member
Title: ___________________________  ___________________________
Address: ______________________  ___________________________
Telephone #: ___________________  ___________________________
Fax #: _________________________  ___________________________
E-mail: ________________________  ___________________________
SCHEDULE F:
SAMPLE COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION

The Council/Board/Commission for [insert legal name of municipality/Purchaser] hereby authorizes the future signing by [insert title of authorized agent] of a "Governance Agreement for the Joint Procurement of Electric Cooling Systems and Electric Cooling System Retrofits" (the "Agreement") for the purpose of purchasing Electric Cooling Systems and Electric Cooling System Retrofits on an exclusive basis from a supplier selected pursuant to a public tender ("Public Tender") process facilitated by Metrolinx, on terms and conditions set out in the Governance Agreement between, among others, Metrolinx and [insert legal name of municipality/Purchaser].

This By-law/Resolution was adopted by the Council/Board/Commission of

[Insert legal name of municipality/Purchaser]
on _____________________________, 201_

____________________________
Member of Council/Governing Board/Commission

____________________________
Member of Council/Governing Board/Commission

I/we have the authority to bind the Council/Governing Board/Commission.
SCHEDULE G:
SAMPLE CERTIFICATE OF APPOINTMENT

I [insert legal name of agent authorized to sign Governance Agreement on behalf of the municipality], [and I, insert legal name of agent authorized to sign Governance Agreement on behalf of the municipality], as the individual[s] authorized by [insert name of Council/Board/Commission] pursuant to [insert name of the by-law or resolution authorizing agents to sign the Governance Agreement] to sign the “Governance Agreement for the Joint Procurement of Electric Cooling Systems and Electric Cooling System Retrofits” (the “Agreement”) for the purpose of purchasing Electric Cooling Systems and Electric Cooling System Retrofits on an exclusive basis from a supplier selected pursuant to a public tender (“Public Tender”) process facilitated by Metrolinx, on terms and conditions set out in the Agreement, hereby authorize[s]:

[insert title of Steering Committee Member] to perform any action, and provide any required recommendations, instructions and approvals to complete the procurement within the scope of the Agreement, to appoint alternate members to the Steering Committee to perform the above in their absence and to exercise the Council/Board/Commission’s rights of early termination in accordance with Section 9.6 (Termination Without Cause by a Purchaser) of the Agreement.

This certificate was signed on ____________________________, 201_
SCHEDULE H: CONFIRMATION AGREEMENT

THIS INSTRUMENT of accession forms part of a Governance Agreement for the Joint Procurement of Electric Cooling Systems and Electric Cooling System Retrofits made as of the ____ day of _____, 20__, together with the Schedules attached thereto, as each may be amended, restated, supplemented or otherwise modified from time to time, by and among Metrolinx and [insert names of Parties] (the "Governance Agreement"). Capitalized terms used herein have the meanings ascribed to them in the Governance Agreement.

[WHEREAS [name of party] was added as a Party to the Governance Agreement pursuant to a Confirmation Agreement dated [insert date of relevant confirmation agreement]2;]

[AND] WHEREAS pursuant to Section 6.3 of the Governance Agreement, Metrolinx has the right to add Eligible Purchasers as Parties to the Governance Agreement, and, once added as a Party such Eligible Purchaser shall become a Purchaser;

AND WHEREAS [insert name of new Purchaser] is an Eligible Purchaser, as that term is defined in the Governance Agreement, and wishes to be added as a Party to, and become a Purchaser under, the Governance Agreement;

NOW THEREFORE in consideration of the mutual covenants of the Parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [insert name of new Purchaser] and Metrolinx hereby agree as follows:

1. This Confirmation Agreement is a counterpart to the Governance Agreement and that, by execution and delivery hereof, [insert name of new Purchaser] becomes and agrees to be a Party to the Governance Agreement;

2. Subject to (i) [insert name of new Purchaser]'s compliance with the requirements set out in Section 6.1 of the Governance Agreement and (ii) the limitations set out in Section 6.3 of the Governance Agreement, [insert name of new Purchaser] shall become a Purchaser for all purposes contemplated in the Governance Agreement.

3. [insert name of new Purchaser] hereby agrees:

   a. to be bound by, and hereby confirms, all covenants, agreements, representations, warranties, consents, submissions, appointments and acknowledgements attributable to or made by a Purchaser in the Governance Agreement;
   
   b. to perform any and all obligations required of a Purchaser by the Governance Agreement; and
   
   c. that the representations and warranties set forth in the Governance Agreement and applicable to [insert name of new Purchaser] are true and correct as at the effective date of this Confirmation Agreement.

2 To be included only if other parties have joined the Governance Agreement after the Effective Date pursuant to a separate Confirmation Agreement.
4. This Confirmation Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the undersigned has caused this Confirmation Agreement to be duly executed as of the date first written above.

[INSERT NAME OF NEW PURCHASER]

Per: ______________________
Name: ______________________
Title: ______________________

I have the authority to bind the [city/corporation].

Address of Party for Purposes of Notice:

________________________________________________

________________________________________________

________________________________________________

METROLINX

Per: ______________________
Name: ______________________
Title: ______________________

Per: ______________________
Name: ______________________
Title: ______________________

We have the authority to bind the corporation.
### Supplies, Equipment and Services for the City of Hamilton Engineering Services Division

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Product</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cansel Canada</td>
<td>Trimble Hardware and software systems</td>
<td>CanNet GPS correction service subscription</td>
</tr>
<tr>
<td>Bentley systems</td>
<td>Microstation, ProjectWise, InRoads, WaterCAD, WaterGems, Various other packages</td>
<td>Professional Services to develop process improvements on existing platform software</td>
</tr>
<tr>
<td>Hexagon AB</td>
<td>Microsurvey legal survey calculating package</td>
<td></td>
</tr>
<tr>
<td>OCE Canada</td>
<td>Large format plotter / scanner systems and supplies</td>
<td>Maintenance for existing systems</td>
</tr>
<tr>
<td>Lighting Analysts</td>
<td>AGi32 and Photometric Toolbox</td>
<td></td>
</tr>
</tbody>
</table>
General Issues Committee
BUDGET REPORT 13-002
(as amended and approved by Council on April 10, 2013)

9:30 a.m.
January 24, 25, 28, 30 and 31, 2013
February 12, 14, 15, 21 and 28, 2013
March 7 and 21, 2013
April 4, 2013
Council Chambers
Hamilton City Hall
71 Main Street West

Present:
Deputy Mayor M. Pearson (Chair – January)
Deputy Mayor R. Pasuta (Chair – February)
Deputy Mayor B. Johnson (Chair – March)
Deputy Mayor L. Ferguson (Chair – April)
Mayor B. Bratina
Councillors B. Clark, C. Collins, S. Duvall, J. Farr, T. Jackson,
B. McHattie, S. Merulla, B. Morelli, J. Partridge, R. Powers,
T. Whitehead

THE GENERAL ISSUES COMMITTEE PRESENTS REPORT 13-002 AND
RESPECTFULLY RECOMMENDS:

1. Volunteer Committee 2012 Budget Requests (Items 5.1.1 to 5.1.5 –
February 28)

   (a) 2012 Budget Requests – Volunteer Advisory Committees
(FCS12099) (City Wide) (Item 5.1.1(a) to (f))

   That the Volunteer Advisory Committee 2013 base budget submissions
   for the following Volunteer Advisory Committees, be approved:

   (i) Advisory Committee on Immigrants and Refugees in the amount of
       $3,500
   (ii) Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ)
       Advisory Committee in the amount of $3,890
   (iii) Aboriginal Advisory Committee in the amount of $3,500
   (iv) Hamilton Mundialization Committee in the amount of $5,890
   (v) Status of Women Committee in the amount of $3,500
   (vi) Committee Against Racism in the amount of $3,890

Council – April 10, 2013
(b) Hamilton Cycling Committee (PW12098) (City Wide) (Item 5.1.2(a))

(i) That the Hamilton Cycling Committee 2013 base budget submission in the amount of $8,000, be approved;

(ii) That in addition to the base funding, that a one-time budget allocation for 2013 of $2,000, funded by the Volunteer Committee Reserve, be approved.

(c) Clean City Liaison Committee (PW12095) (City Wide) (Item 5.1.2(b))

That the Clean City Liaison Committee’s 2013 base budget submission in the amount of $18,250 be approved.

(d) Hamilton Veterans Committee (PED12205) (City Wide) (Item 5.1.3(a))

(i) That the Hamilton Veterans Committee 2013 base budget submission in the amount of $11,590 be approved;

(ii) That in addition to the base funding, that a budget allocation of $8,410, funded by an increase to the tax levy, be approved.

(e) Seniors Advisory Committee (FCS12091) (City Wide) (Item 5.1.3(b))

That the Seniors Advisory Committee’s 2013 base budget submission in the amount of $1,500 be approved.

(f) Hamilton Youth Advisory Committee (HYAC) (CS12039) (City Wide) (Item 5.1.3(c))

(i) That the Hamilton Youth Advisory Committee (HYAC) 2013 base budget submission in the amount of $3,890 be approved;

(ii) That in addition to the base funding, that a one-time budget allocation of $2,500 funded from the Hamilton Youth Advisory Committee Reserve, be approved.

(g) Food & Shelter Advisory Committee (CS12041) (City Wide) (Item 5.1.3(d))

That the Food and Shelter Advisory Committee’s 2013 base budget submission in the amount of $500 be approved.
(h) Tenant Advisory Committee (CS12041) (City Wide) (Item 5.1.3(e))

That the Tenant Advisory Committee’s 2013 base budget submission in the amount of $1,000 be approved.

(i) Arts Advisory Commission (AAC) (PED12217) (City Wide) (Item 5.1.4)

(i) That the Arts Advisory Commission’s 2013 base budget submission in the amount of $9,000 be approved;

(ii) That in addition to base funding, that a one-time allocation of $1,500 for 2013, funded from the Arts Advisory Commission Reserve, be approved.

(j) Hamilton Historical Board (HHB) (PED12216) (City Wide) (Item 5.1.5)

(i) That the Hamilton Historical Board’s 2013 base budget submission in the amount of $14,340 be approved;

(ii) That in addition to the base funding, a one-time allocation of $5,370 for 2013, funded from the Hamilton Historical Board Reserve, be approved.

2. 2013 Tax Supported Operating Budget – Boards and Agencies (FCS13011) (City Wide)

That the 2013 net operating levy for Boards and Agencies at $187,753,580 (exclusive of capital financing) be approved as per Appendix “A” attached hereto.

3. 2013 Tax-Supported Operating Budget (FCS13011)

A. Planning & Economic Development Department

That the Planning & Economic Development operating budget (Book 2), Appendix 2-1, page 7, $22,261,450 inclusive of amendments, as per Appendix “B” attached hereto, be approved.

B. Public Health Services Department

(i) That the Public Health Services operating budget (Book 2), Appendix 2-2, page 39, $10,490,820 inclusive of amendments, as per Appendix “B” attached hereto, be approved;

Council – April 10, 2013
(ii) That the Medical Officer of Health be authorized and directed to execute all 2013 Federal and Provincial Program Service Level Funding Agreements and any ancillary agreements required to give effect thereto and Contracts for Public Health Services as provided for in Appendix 2-2 to report FCS13010. This also includes the authority to authorize the submission of budgets and quarterly/year end reporting.

C. Community Services Department

(i) That the Community Services operating budget (Book 2), Appendix 2-3, page 71, $129,998,570 inclusive of amendments, as per Appendix "B" attached hereto, be approved;

(ii) That the General Manager of Community Services be authorized and directed to execute all 2013 Federal and Provincial Program Service Level Funding Agreements and any ancillary agreements required to give effect thereto and Contracts for Community Services as provided for in Appendix 2-3 to report FCS13010. This also includes the authority to authorize the submission of budgets and quarterly/year end reporting.

Subsection (iii) was added as follows:

(iii) That the Mayor meet with Minister McMeekin, Minister of Community and Social Services, and other appropriate Provincial elected officials in advance of the Provincial budget approval to revisit previous cutbacks to the Discretionary Benefits and Community Start-Up (CSUMB).

D. Hamilton Emergency Services Department

(i) That the Fire Department operating budget (Book 2), Appendix 2-3, Page 112, $80,337,850, inclusive of amendments, as per Appendix "B" attached hereto, be approved;

(ii) That the Paramedic Service operating budget (Book 2), Appendix 2-3, Page 116, $17,241,250, inclusive of amendments, as per Appendix "B" attached hereto,. be approved.

E. Public Works Department

That the Public Works operating budget, (Book 2), Appendix 2-4, page 123, $189,978,680 inclusive of amendments, as per Appendix "B" attached hereto, be approved.
F. City Manager Department

That the City Manager operating budget (Book 2), Appendix 2-5, page 152, $10,085,014 inclusive of amendments, as per Appendix “B” attached hereto, be approved.

G. Corporate Services Department

That the Corporate Services operating budget (Book 2), Appendix 2-6, page 175, $19,916,720 inclusive of amendments, as per Appendix “B” attached hereto, be approved.

H. Legislative

That the Legislative operating budget (Book 2), Appendix 2-7, page 201, $4,095,850 inclusive of amendments, as per Appendix “B” attached hereto, be approved.

I. Corporate Financials/Capital Financing/Non Program Revenues

(i) That the Corporate Financials operating budget (Book 2), Appendix 2-7, page 203 and 209, $3,790,240, inclusive of amendments, as per Appendix “B” attached hereto, be approved.

(ii) That the Capital Financing operating budget $90,177,000 be approved.

(iii) That the Non Program Revenues operating budget (Book 2), Appendix 2-7, page 213, -$39,248,950, Inclusive of amendments, as per Appendix “B” attached hereto, be approved.

J. 2013 Tax Levy

That the City Solicitor and Corporate Counsel be authorized and directed to prepare all necessary by-laws, for Council approval, for the purposes of establishing the tax levy.

4. Eligibility and Registration for Accessible Transportation Services (PW03128(f)) (City Wide) (Item 6.4 – March 21)

(a) That the General Manager of Public Works be directed to implement Year 2 of the Accessible Transportation Services (ATS) program enhancement submission, attached as Appendix “A” to Report PW03128f;
(b) That the 2013 budget submission in the amount of $2,300,000, respecting the multi-year implementation of Council’s revised Eligibility and Registration Policy, be revised to $1,400,000, in accordance with Table 1, included in the Executive Summary of Report PW03128(f);

(c) That the remaining budget for this service enhancement be allocated through the annual budget process based on applicant demand and other relevant factors at the time of consideration with the understanding that implementation is to be completed no later than January 2017.

5. City of Hamilton Tax Bill Inserts – Provincial Downloading (April 4)

That staff be directed to include the amount of annual Provincial downloading costs on the tax bills and inserts for the purpose of explaining the impact of Provincial downloading on the City of Hamilton.

The following was added as Item 6:

6. 2% Increase to the Community Partnership Program

That a 2% increase ($64,243) to fund the deficit in the Special Event police costs, to be funded as an in-year enhancement for 2013 from the Tax Stabilization Reserve, be approved.

The following was added as Item 7:

7. Municipal Funding for the 2013 James Street North Supercrawl Event in Downtown Hamilton

Whereas the James Street North Supercrawl has become the premier special event in Hamilton’s Downtown Core, with the 2012 Festival attendance of 80,000 people;

And Whereas 20,000 people, or one-quarter of the total attendance, originated from outside Hamilton’s municipal boundaries;

And Whereas the estimated economic impact of the Super-crawl event was approximately $6 million, with a return on investment by the City of over 11,000, when matched with the economic impact.

Therefore Be It Resolved:

(a) That the 2013 James Street North Supercrawl be sponsored by the City of Hamilton in the amount of $60,000;
(b) That the funding source for this sponsorship commitment be identified as the Economic Development Investment Fund Account No. 112221;

(c) That within 90 days after the event has been held, a senior representative of the James Street North Supercrawl present to the General Issues Committee a summary of its economic benefits to the City of Hamilton;

(d) That staff from the Corporate Services Department identify a source of sponsorship funding from a corporate source as opposed to a departmental reserve for future James Street North Supercrawl events.

The following was added as sub-section (e):

(e) That notwithstanding the Community Partnership Program Guidelines and Policy regarding an applicant’s receipt of funding from multiple City sources, the Grants Sub-Committee consider Supercrawl Productions’ application for funding of the 2013 Event Road Closure Services costs associated with the 2013 Hamilton Supercrawl event, at; an amount yet to be determined.

FOR THE INFORMATION OF COUNCIL:

(A) RECOMMENDATIONS APPROVED DURING BUDGET DELIBERATIONS REFLECTED IN APPENDICES OF FINAL BUDGET REPORT:

February 28

(a) 2013 Tax Supported Operating Budget – Boards and Agencies (FCS13011) (City Wide)

(i) That the budgets for the following Boards and Agencies be deferred to a future budget deliberations meeting:

(aa) Hamilton Police Services $140,219,590
(bb) H.E.C.F.I. $3,247,140
(cc) Community Partnership Program $3,212,200

(ii) That the 2013 net operating levies for Boards and Agencies in the amount of $41,592,270, be approved as per Appendix “A”, as amended.
(b) 2013 Tax-Supported Operating Budget – Recommendations (FCS13010) (City Wide)

(i) That Appendix “A” to Report FCS13010, being the 2013 Tax-Supported Operating Budget Amendments, be amended by removing Item A8 – Cancellation of Winterfest, in the amount of ($36,000);

(ii) That the balance of the Items listed in Appendix “A” to Report FCS13010, as amended, with a net levy decrease of ($5,168,793), be approved;

(iii) That the balance of the recommendations in Report FCS13010, inclusive of Appendix “B” – 2013 Council Referred Enhancements, and Appendix “C” – 2013 Requested Enhancements, be deferred to a future budget deliberations meeting.

March 7

(c) Contribution for the Innovation Factory

That Item B4 of Appendix “B” to Report FCS13010, as amended, Contribution for the Innovation Factory – second year operational funding, with a gross impact of $50,000 and zero net levy impact, be approved and funded from the Economic Development Investment Reserve Fund.

(d) Hamilton Centre for Civic Inclusion

That Item B9 of Appendix “B” to Report FCS13010, as amended, Hamilton Centre for Civic Inclusion (HCCI) additional funding request, with a gross impact of $25,000 and zero net impact, be approved.

(e) Customer Service, Access and Equity – Language Line Enhancement Pilot (Interpretation Service)

(i) That Item C6 of Appendix “C”, as amended, to Report FCS13010, being Customer Service, Access & Equity – Language line enhancement pilot (interpretation service), with a gross impact of $10,000, net impact of $10,000, be eliminated from the 2013 Requested Enhancements.

(ii) That staff be directed to monitor this program and report back to the General Issues Committee prior to the 2014 budget deliberations.
(f)  **2013 Requested Enhancements**


**March 21**

(g)  **2013 Tax-Supported Operating Budget – Recommendations (FCS13010) (City Wide) (See Item 5.3 of February 28 GIC Agenda)**

That the following additional amendments totaling ($1.897M), be approved:

(i) Corporate Finance – Increased gapping savings based on 6-year average, including draft 2012
(ii) Community Services – Caseload reduction based on updated caseload savings
(iii) Community Services – Recreation food services efficiencies
(iv) Community Services – Recreation aquatics staffing efficiencies
(v) Winter Control based on 2012 budget

**April 4**

(h)  **Hamilton Police Service**

That the City of Hamilton supports a 2013 Hamilton Police Service budget of $140,414,620, inclusive of capital financing costs, representing a 3.52% increase over the 2012 approved budget.  
(Approved by the General Issues Committee on April 3, 2013)

(i)  **H.E.C.F.I.**

That the Hamilton Entertainment and Convention Facilities Inc. (HECFI) budget for 2013 (Item 3 of Appendix “A” to Report FCS13011) be maintained at $3,247,140.

(j)  **Community Partnership Program**

That the Community Partnership Program budget for 2013 (Item 20 of Appendix “A” to FCS13011) in the amount of $3,212,200, be approved.

(k)  **Boards and Agencies (FCS13011) (City Wide)**

That the 2013 net operating levies for Boards and Agencies at $187,753,580 (exclusive of capital financing), as per Appendix “A” to Report

**Council – April 10, 2013**
Mayor Bratina advised that he wished to be recorded OPPOSED to the Hamilton Police Services Budget component only.

(i) **2013 Tax-Supported Operating Budget – Recommendations (FCS13010) (City Wide)**

(i) **Appendix “B” – 2013 Council Referred Enhancements**

(aa) That Council-Referred Enhancement Item B1 – Tourism and Culture: City of Hamilton Gage Park Concert Series Funding, with a net levy impact of $25,000, be approved.

Councillors L. Ferguson and M. Pearson indicated that they wished to be recorded as OPPOSED to this item.

(bb) That Council-Referred Enhancement B2 – Economic Development – Commercial Corridor Housing Loan and Grant Program, with a net levy impact of $15,000, be approved.

Councillors L. Ferguson and M. Pearson indicated that they wished to be recorded as OPPOSED to this item.

(cc) That Council-Referred Enhancement B6 – Tourism and Culture: landscape Maintenance for Grounds and Public Parks surrounding National Historic Sites under the City’s Stewardship, with a net levy impact of $50,000, be approved.

Councillors L. Ferguson and M. Pearson indicated that they wished to be recorded as OPPOSED to this item.


Councillor L. Ferguson indicated that he wished to be recorded as OPPOSED to this item.

(ee) That Council-Referred Enhancement B23 – Increased Assistance to Ward Councillors (Wards 7 and 8), with a net levy impact of $98,270, be approved.
(ff) That Council-Referred Enhancement B24 – Increased Assistance to Ward Councillors (Wards 1-6 and 9-15) be approved as amended, with an upset limit of $20,000 in one-time funding from the Unallocated Capital Reserve for the creation of six workstations for the purpose of periodic temporary administrative staffing.

(gg) That Council-Referred Enhancement B27 – Equipment Lease for 2014 Municipal Election, with a net levy impact of $150,000, be referred back to staff for a report to the General Issues Committee with more detailed information.

(hh) (i) That Council-Referred Enhancement B30 – Agricultural and Rural Affairs Advisory Committee request for increase of $5,000 be drawn from the Economic Development Investment Fund Reserve Account No. 112221;

(hh) (ii) That the source of funding for the Agricultural and Rural Affairs Advisory Committee be reviewed for the 2014 budget.

(B) STAFF DIRECTIONS BY MOTION:

February 15

(a) BMX Bike Track at Heritage Green Sports Park

That staff be directed to investigate the feasibility of installing a BMX (pedal) bike track at Heritage Green Sports Park.

February 28

(b) Implications of the Accessibility for Ontarians with Disabilities Act (AODA)

(i) That staff be directed to report back at a future General Issues Committee meeting on the implications of the Accessibility for Ontarians with Disabilities Act (AODA) and fuel costs at is relates to transit rates, including the area rating implications and equitable balance of fare increases vs. levy;

(ii) That the report also include ridership numbers over the last three years, and show potential revenue generation that would result from incremental transit fare increases.
(c) **Provincial Downloading (February 28)**

That staff be directed to bring a report back to the General Issues Committee which details the City's financial obligations as a result of downloading, reassessment, Heads and Beds and PILS to provide an understanding of how and why the budget starts in a deficit situation each and every year.

(d) **Restricting Assessment Growth through Assessment Appeals**

That staff be directed to bring a report back to the General Issues Committee outlining what measures can be taken, both through internal staff resources, through the Association of Municipalities of Ontario (AMO) and inquiries of other municipalities, to address and challenge issues that are detrimental to municipalities with respect to restricting assessment growth through assessment appeals.

**March 7**

(e) **Customer Service, Access and Equity – Language Line Enhancement Pilot (Interpretation Service)**

That staff be directed to monitor the Customer Service, Access and Equity – Language Line Enhancement Pilot (Interpretation Service) program and report back to the General issues Committee prior to the 2014 budget deliberations.

**March 21**

(f) **Parking Meter Rates (PED13050) (City Wide)**

That staff be directed to bring a report back to the General Issues Committee clarifying the actual and projected figures as detailed in Report PED13050 with respect to the parking revenues.

(C) **RECORDED VOTES**

**March 7**

(a) **Municipal Funding for 2013 James Street North Supercrawl Event in Downtown Hamilton (March 7)**

Whereas the James Street North Supercrawl has become the premier special event in Hamilton's Downtown Core, with the 2012 Festival attendance of 80,000 people;
And Whereas 20,000 people, or one-quarter of the total attendance, originated from outside Hamilton’s municipal boundaries;

And Whereas the estimated economic impact of the Supercrawl event was approximately $6 million, with a return on investment by the City of over 11,000, when matched with the economic impact.

Therefore Be It Resolved:

(i) That the 2013 James Street North Supercrawl be sponsored by the City of Hamilton in the amount of $125,000;

(ii) That the funding source for this sponsorship commitment be identified as the Economic Development Investment Fund Account No. 112221;

(iii) That within 90 days after the event has been held, a senior representative of the James Street North Supercrawl present to the General Issues Committee a summary of its economic benefits to the City of Hamilton;

(iv) That staff from the Corporate Services Department identify a source of sponsorship funding from a corporate source as opposed to a departmental reserve for future James Street North Supercrawl events.

The Motion was **DEFEATED** on the following tie vote:

- **Yeas:** Jackson, Collins, Merulla, Farr, McHattie
- Total Yeas: 5
- **Nays:** Pearson, Ferguson, Pasuta, Partridge, Johnson
- Total Nays: 5
- **Absent:** Bratina, Clark, Powers, Whitehead, Duvall, Morelli
- Total Absent: 6

**NOTE:** The above-noted item was lifted from the table and added, as amended, as Item 7 to General Issues Committee Report 13-002.

**April 3**

(b) **2013 Hamilton Police Services Operating Budget**

Whereas the Council of the City of Hamilton recognizes the community’s ‘ability to pay’ as a guiding budget principle through the 2010-2014 term of office;
And Whereas there is a growing concern within the current economic climate, for the fiscal challenges that face our city;

And Whereas Council has established, during this term of office, a budget target of as close to a zero percent increase as possible with boards, agencies, internal departments and all emergency service divisions;

And Whereas Council firmly believes that the Hamilton Police Service has consistently proven its ability to address the public safety needs of our residents and businesses;

And Whereas Council believes that the maintenance of the current level of police service has proven to be very successful and responsive to the needs of the Hamilton community;

And Whereas Council does not support the Police Service Board request of 3.71% as it includes 20 new officers (representing .38 percent of the 2013 budget request, with an additional .75 percent budget pressure in 2014) and the unsustainable use of Reserves (representing .18 percent of the 2013 budget request);

And Whereas a 3.52% increase will provide a sustainable and affordable budget that assumes no reduction in complement and service.

Therefore be it resolved:

That the City of Hamilton supports a 2013 Hamilton Police Service budget of $140,414,620, inclusive of capital financing costs, representing a 3.52% increase over the 2012 approved budget.

The Main Motion, as amended, CARRIED on the following Standing Recorded Vote:

Yeas: McHattie, Farr, Morelli, Merulla, Collins, Jackson, Duvall, Whitehead, Powers, Ferguson, Pearson

Total Yeas: 11

Nays: Bratina, Partridge, Johnson, Clark

Total Nays: 4

Absent: Pasuta

Total Absent: 1

April 4

(c) 2013 Tax Levy

The Motion to approve the establishment of the tax levy CARRIED on the following recorded vote:

Council – April 10, 2013
Yeas: Johnson, Bratina, Ferguson, Duvall, Jackson, Collins, Merulla, Morelli, Farr, McHattie
Total Yeas: 10
Nays: Pearson
Total Nays: 1
Absent: Clark, Powers, Partridge, Pasuta, Whitehead
Total Absent: 5

(D) ITEMS REFERRED BACK TO STAFF

April 4

Equipment Lease for 2014 Municipal Election

The Council-Referred Enhancement B27 – Equipment Lease for 2014 Municipal Election, with a net levy impact of $150,000, was referred back to staff for a report to the General Issues Committee with more detailed information.

(E) ITEMS DEFERRED

March 21

The Council-Referred Enhancement B29 – Community Partnership Program – 2% increase to fund deficit in special Event Police Funding, in the amount of $64,243 was deferred pending the outcome of the Grants Sub-Committee meeting scheduled for April 9, 2013.

NOTE: The above-noted Item was lifted from the table. See Item 6 of General Issues Committee Report 13-002 for the disposition of this item.

(F) DELEGATION REQUESTS

March 7

The Committee approved a delegation request from John Slobodzian, Ministry of Transportation, to appear at the March 20, 2013 meeting of the General Issues Committee respecting the Niagara to Greater Toronto Area Corridor Planning and Environmental Assessment Study – Phase 1.

March 21

The Committee received a delegation from Joey Coleman respecting the 2013 City of Hamilton Budget.
(G) PUBLIC HEARINGS/DELEGATIONS

February 21

The following public delegations were received:

(a) Bill Tufts, Fair Pensions For All
(b) Andy MacLaren, Chair, Waterdown/Mill Street Heritage Committee
(c) Stan Haworth
(d) Don McLean
(e) Bill Simmons, Vice Chair, Beasley Neighbourhood Association
(f) Roman Sarachman
(g) Bob Green Innes
(h) Jim Sweetman
(i) Larry Pomerantz, Hamilton Civic League

(H) REPORTS RECEIVED:

The following Reports were received:

February 14

(a) Language Line Enhancement (FCS03020) (City Wide) (Item 4.1)
(b) Building Services Program Enhancement (PED13030) (City Wide) (Item 4.2)
(c) Supercrawl Funding Request (PED13033) (Ward 2) (Item 4.3)
(d) Innovation Factory – Year Two Funding (PED13040) (City Wide) (Item 4.4)
(e) Road and Sidewalk Safety Maintenance Program Enhancement (PW13010) (City Wide) (Item 4.5)
(f) Rural Roadside Grass Mowing Program Enhancement (PW13011) (City Wide) (Item 4.6)
(g) Storm Water Facility Management Program Enhancement (PW13012) (City Wide) (Item 4.7)
(h) Urban Boulevard Grass Mowing Program Enhancement (PW13013) (City Wide) (Item 4.8)
(i) 2013 Pressures for Ontario Works Discretionary Benefits and the Housing Stability Benefit (CS13009) (City Wide) (Item 4.9)
(j) Outreach Recruitment Coordinator Enhancement (HUR13001) (City Wide) (Item 4.11)
(k) 2013 Council-Referred Items Update (FS13024) (Item 4.12)

February 28

(a) 2012 Assessment Growth (FCS13021) (City Wide)
(b) 2013 Reassessment Impacts (FCS13022) (City Wide)
(c) Reserve Funding and Contributions by Category (FCS13026) (City Wide)

Council – April 10, 2013
March 7

(a) 2012 Draft Tax and Rate Operating Year-End Variance (Unaudited) (FCS13025) (City Wide)

March 21

(a) Parking Meter Rates (PED13050) (City Wide)
(b) Living Wage Update (CS10092(b)) (City Wide)
(c) Transit Fares (PW13025) (City Wide)

April 4

(a) Hamilton Paramedic Service (CS13021)

(I) MOTIONS

January 24

(a) A motion respecting Public Access On-Line Mapping Service was forwarded to the General Issues Committee and subsequently approved by Council on February 13, 2013 as Item 13 of General Issues Committee Report 13-003.

January 30

(b) A motion respecting “Ancaster Senior Achievement Centre Community Infrastructure Improvement Fund” was forwarded to Council on January 31, 2013 and subsequently approved as Motion 7.1.

January 31

(c) A motion respecting “Hamilton Entertainment and Convention Facilities Inc. (HECFI) Request for Proposals Negotiations” was forwarded to the February 13, 2013 meeting of City Council and subsequently approved as Motion 7.4.

February 12

(d) A motion respecting “Independent External Review of HECFI Operations – Phase III Contract Negotiations” (CM11013(e)) was forwarded to the February 13, 2013 meeting of City Council and subsequently approved as Motion 7.8.
March 7

(e) A motion respecting “2013 Requested Enhancements – four (4) FTE’s for Building – Additional FTE’s to Address Increase in Building Permit Activity (Item C1 of Appendix “C”, as amended, to Report FCS13010), was forwarded to the March 27, 2013 meeting of City Council and subsequently approved as Motion 7.3.

(J) NOTICES OF MOTION

January 24

A Notice of Motion respecting “Public Access On-Line Crime Mapping Service” was forwarded to the General Issues Committee on February 13, 2013 and approved as Item 13 of General Issues Committee Report 13-003.

January 28

A Notice of Motion respecting “Policing Costs for Hamilton Entertainment District” was forwarded to the General Issues Committee on February 13, 2013 and subsequently withdrawn (Information Item (h)(iv) of General Issues Committee Report 13-003).

(K) GENERAL INFORMATION/OTHER BUSINESS

January 24

Correspondence from Glenn DeCaire, Chief of Police, advising that the 2013 Hamilton Police Services Budget will not be presented at the January 24, 2013 General Issues Committee meeting, was received.

(L) PRIVATE AND CONFIDENTIAL

January 30

The Committee moved into Closed Session pursuant to sub-section 8.1(f) of the City of Hamilton Procedural By-law and Section 239.2 of the Municipal Act as the subject matter pertained to the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose respecting the Our Voice Our Hamilton project.

Upon reconvening in Open Session, there was no action to report.
March 7

The Committee moved into Closed Session pursuant to sub-section 8.1(c) of the City of Hamilton Procedural By-law and Section 239.2 of the Municipal Act as the subject matter pertained to personal matters about an identifiable individual(s), including municipal or local board employees, respecting an ongoing investigation.

Upon reconvening in Open Session, there was no action to report.

April 4

The Committee moved into Closed Session pursuant to sub-section 8.1(b) of the City of Hamilton Procedural By-law and Section 239.2 of the Municipal Act as the subject matter pertained to personal matters about an identifiable individual, including municipal or local board employees respecting Hamilton Paramedic Service.

Upon reconvening in Open Session, there was no action to report.

(M) ADJOURNMENT

There being no further business, the Committee adjourned at 1:39 p.m. on Thursday, April 4, 2013.

Respectfully submitted

Councillor M. Pearson
Deputy Mayor – January

Councillor R. Pasuta
Deputy Mayor - February

Councillor B. Johnson
Deputy Mayor – March

Councillor L. Ferguson
Deputy Mayor – April

Carolyn Biggs
Legislative Co-ordinator
January-April, 2013

Council – April 10, 2013
Reference of Budget Meetings

January 24-25  Boards and Agencies
January 28    Corporate Overview
January 30    Departmental Overview – Public Works
January 31    Departmental Overview – City Manager/Corporate Services
February 12   Departmental Overview – Planning and Economic Development/Public Health Services/HECFI
February 14   2013 Council-Refereed Items and Requested Enhancements
               2013 Tax Budget – Corporate Financials and Non-Program Revenues
February 15   Departmental Overviews – Community Services/ Hamilton Emergency Services
February 21   Public Delegations/Hamilton Police Services budget
February 28, March 7, 21
and April 4   Budget Deliberations
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CITY OF HAMILTON
2013 TAX SUPPORTED OPERATING BUDGET AMENDMENTS

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<th>Net Levy Adjustment</th>
<th>Levy Increase $</th>
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GIC AMENDMENTS APPROVED:

April 4th GIC
- PED B1 - Gage Park Concert Series funding: 25,000
- PED B2 - Commercial Corridor Housing Loan and Grant Program: 15,000
- PED B6 - Landscaping for National Historic Sites under the City's Stewardship: 50,000
- PW B22 - Red Hill Business Park Transit Service: 127,000
- Legislative B23 - Increased assistance to ward councillors (Wards 7 & 8): 2.00 98,270
- Legislative B24 - Increased assistance to ward councillors (Wards 1-6 & 9-15) one-time capital for administrative work stations ($20k gross funded from reserve): 0
- B&A B30 - Agriculture & Rural Affairs Committee add'l funding ($5k gross funded from EcDec reserve): 0

April 3rd GIC
- Police Hamilton Police Services (Budget @ 3.52%): (517,620)

Mar 21st GIC - Approved Amendments
- Corp Fin/Non-Prog Increased gapping savings based on 6 year avg including draft 2012: (400,000)
- CSD Caseload reduction based on updated caseload average: (147,000)
- CSD Recreation food services efficiencies: -3.95 (131,000)
- CSD Recreation aquatics staffing efficiencies: -3.11 (219,000)
- PW Winter Control based on 2012 budget: (1,000,000)

Mar 7th GIC - Approved Enhancements
- PED B4 - Innovation Factory ($50k gross): 0
- CSD B9 - Hamilton Centre for Civic Inclusion ($25k gross): 0
- PED C1 - Building - staffing to address increase in Building Permit Activity ($233k gross): 4.00 0
- PW C4 - Traffic Flow & Roadway Safety - Sign & Pavement Marking Maint. ($98k gross): 0
# CITY OF HAMILTON
## 2013 TAX SUPPORTED OPERATING BUDGET AMENDMENTS

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<tr>
<th>Department</th>
<th>Description</th>
<th>Preliminary Budget</th>
<th>Net Levy Adjustment</th>
<th>Levy Increase $</th>
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<tr>
<td>B&amp;A</td>
<td>Niagara Peninsula Conservation Authority</td>
<td>(9,957)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B&amp;A</td>
<td>Hamilton Conservation Authority</td>
<td>(9,980)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legislative</td>
<td>Veteran's Advisory Committee</td>
<td>8,410</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PED</td>
<td>Airport Contract</td>
<td>(30,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PED</td>
<td>Increase Parking meter rates to reduce $500k liability currently funded by reserve</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PED</td>
<td>Draw additional funds from the Development Stabilization Reserve</td>
<td>(50,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PED</td>
<td>Minor reductions for various accounts in several Divisions based on 2012 actual expenditures</td>
<td>(25,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHS</td>
<td>CINOT reduction based on review of 2012 year end numbers</td>
<td>(160,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSD</td>
<td>Farmer's Market</td>
<td>-1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CSD</td>
<td>Mortgage renewals</td>
<td>(44,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PW</td>
<td>AODA based on activity in 2012</td>
<td>(900,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PW</td>
<td>Bio-diesel</td>
<td>(278,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PW</td>
<td>McMaster Lease</td>
<td>(500,000)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PW</td>
<td>Safety program</td>
<td>(200,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PW</td>
<td>Winter Season - continuous average to include 2012</td>
<td>(800,000)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CMO</td>
<td>Increase the capital recovery</td>
<td>(48,850)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CMO</td>
<td>Reduction in contractual services and salary/benefits</td>
<td>(20,686)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corp Serv</td>
<td>Minor reductions for various accounts - Information Services</td>
<td>(32,680)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corp Serv</td>
<td>Decrease Contractual services</td>
<td>(41,790)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Corp Serv</td>
<td>Lease and service contracts</td>
<td>(18,950)</td>
<td></td>
<td></td>
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<tr>
<td>Corp Fin/Non-Prog</td>
<td>Update to Canada Pension Plan (CPP) Max</td>
<td>(50,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corp Fin/Non-Prog</td>
<td>Raise penalty and interest from 1% to 1.25%.</td>
<td>(750,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B&amp;A</td>
<td>Minor adjustment for GIC approved B&amp;A levies</td>
<td>(13)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[
-2.06 \quad \text{Muni} \quad \$ (7,268,156) \quad -1.1\% \quad -0.9\%
\]

AVERAGE RESIDENTIAL TOTAL TAX IMPACT

|                      | 6,968.72 $ 727,278,084 | 22,207,444 | 2.4% | 2.0% |

Average Residential Reassessment-related tax impact

|                      | 0.1% | -0.1% |

AVERAGE RESIDENTIAL TOTAL TAX IMPACT (inclusive of reassessment)

|                      | 2.5% | 1.9% |