Council – September 29, 2010

EMERGENCY & COMMUNITY SERVICES COMMITTEE
REPORT 10-012
1:30 p.m.
Wednesday, September 22, 2010
Hamilton City Hall
Council Chambers
71 Main Street West
Hamilton, Ontario

Present:
Councillors R. Pasuta, (Chair), B. McHattie (1st Vice Chair), S. Duvall, S. Merulla (2nd Vice Chair), T. Jackson, B. Morelli and M. McCarthy

Also Present:
Councillors B. Bratina and C. Collins
J. Priel, General Manager, Community Services Department
B. Browett, Director, Hamilton Emergency Services/Deputy
A. Bradford, Director, Culture
G. Hendry, Director, Social Housing & Homelessness
J. Soldera, Director, Social Development & Early Childhood Services
K. Lubrick, Director, Employment & Income Support Branch
D. LaPointe-Kay, Director, Recreation
B. Purdon, Program Manager, Residential Care Facilities and Hostels
C. Secore, Director, City Wide Services, Recreation
S. Paparella, Legislative Assistant, City Clerk’s Office

THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 10-012 AND RESPECTFULLY RECOMMENDS:

1. Progress Update – Rooming House Coordinator for Comprehensive Rooming House Strategy (PED05125(e)/SPH05066(e)) (City Wide) (Item 5.1)

   (a) That Report PED05125(e)/SPH05066(e), respecting the Progress Update – Rooming House Coordinator for Comprehensive Rooming House Strategy, be received.

   (b) That staff be directed submit a request, for the funding required to continue the Rooming House Strategy, to the 2011 Operating Budget deliberations for consideration.

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2. **Update – Comprehensive Operational Review of CityHousing Hamilton (CS10037(a)) (City Wide) (Item 5.2)**

That Report CS10037(a), respecting an Update – Comprehensive Operational Review of CityHousing Hamilton, be received.

3. **Mohawk 4Ice Centre Annual Report (CS10081) (Ward 6) (Item 5.3)**

That Report CS10081, respecting the Mohawk 4Ice Centre Annual Report, be received.

4. **Update Hostels to Homes Pilot (CS10077) (City Wide) (Item 5.4)**

   (a) That Report CS10077, respecting the Update for the Hostels to Homes Pilot Program, be received.

   (b) That staff be directed submit a request, for the funding required to continue the Hostels to Homes Program, to the 2011 Operating Budget deliberations for consideration.

5. **Food, Shelter and Housing Advisory Committee Report 10-001 – Future of Federal Funding in Hamilton (City Wide) (Item 5.5)**

That the Mayor, on behalf of Council, write a letter to the Federal Minister of Human Resources and Skills Development Canada to advocate for:

   (i) Continued federal funding of the Homelessness Partnering Strategy for the period of April 1, 2011 to March 31, 2014; and,

   (ii) To request that Hamilton’s allocation be increased to reflect its needs.

6. **Residential Rehabilitation Assistance Program: 2010-2011 Allocation (CS10090) (City Wide) (Item 5.6)**

   (a) That the General Manager of the Community Services Department or her designate be authorized and directed to deliver and administer the Residential Rehabilitation Assistance Program (RRAP) for the 2010-2011 delivery year, in accordance with the Terms and Conditions of the 2010-2011 RRAP Budget Allocation (attached as Appendix A to Report 10-012).

   (b) That the General Manager of the Community Services Department be authorized and directed to execute the Agency Agreement between the City of Hamilton and the Canada Mortgage and Housing Corporation, and

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all necessary associated document associated with the Agency Agreement, in a form satisfactory to the City Solicitor.

(c) That the Mayor correspond with Canada Mortgage and Housing Corporation to request an additional $2.5 million for Rental Residential Rehabilitation Assistance Program funding in order to improve the condition of the aging multi-residential housing stock in Hamilton.

7. **Short Term Rent Supplement Program (CS10089) (City Wide) Item 5.7)**

   (a) That the General Manager, Community Services Department, or her designate, be authorized and directed to deliver and administer the Short Term Rent Supplement Program.

   (b) That the General Manager, Community Services Department, or her designate, be authorized and directed to execute all ancillary agreements as may be required to deliver the Short Term Rent Supplement Program, in a form satisfactory to the City Solicitor.

8. **Early Learning Program (Full Day Learning for Four and Five Year-Olds) (CS10042(b)) (City Wide) (Item 7.2)**

   That Report CS10042(b), respecting the Early Learning Program (Full Day Learning for Four and Five Year-Olds), be received.

9. **Finding Home Evaluation Report (CS10055(a)) (City Wide) (Item 7.3)**

   That Report CS100559(a), respecting Find Home Evaluation Report, be received.

10. **Taxi Transportation for Clients of Special Supports (CS10082) (City Wide) (Item 8.1)**

    That the provision of taxi services for eligible Ontario Works and Ontario Disability Support Program participants, and individuals with a low income, be exempt from the Purchasing Policy to reduce the City of Hamilton's exposure to potential risk.
11. Affordable Access to Recreation Strategy (CS10047(a)) (City Wide) (Item 8.2)

   (a) That the Affordable Access to Recreation Strategy, attached as Appendix B to Report 10-012, be approved.

   (b) That staff be directed to implement the Affordable Access to Recreation Strategy (attached as Appendix B to Report 10-012) on January 1, 2011.

   (c) That the contract for the Youth Service Agency Network GROW Program be extended to December 31, 2010.

   (d) That staff be directed to discontinue the Letter of Agreement between the City of Hamilton and the YMCA of Hamilton/Burlington, for the GROW Program effective December 31, 2010.

12. Amendments to the Food, Shelter & Housing Advisory Committee (CS10088) (City Wide) (Item 8.3)

   (a) That the Food, Shelter and Housing Advisory Committee be renamed the Food and Shelter Advisory Committee.

   (b) That revised Terms of Reference for the Food and Shelter Advisory Committee, formerly the Food, Shelter and Housing Advisory Committee (attached as Appendix C to Report 10-012), be approved.

   (c) That the Food and Shelter Advisory Committee (formerly known as the Food, Shelter and Housing Committee) continue through the 2010-2014 term of Council.

13. Lease Agreement for Tisdale House, 314 Wilson Street, Ancaster – Hamilton Police Services Board (CS10084) (Ward 12) (Item 8.4)

   (a) That the Lease Agreement between the City of Hamilton and the Hamilton Police Services Board for the property known as Tisdale House, located at 314 Wilson Street East, Ancaster, attached as Appendix D to Report 10-012, be approved.

   (b) That the Mayor and City Clerk be authorized and directed to execute, on behalf of the City of Hamilton, the Lease Agreement between the City of Hamilton and the Hamilton Police Services Board, for the property known as Tisdale House, located at 314 Wilson Street East, Ancaster (attached as Appendix D to Report 10-012) and all necessary associated documents, in a form satisfactory to the City Solicitor.
(c) That $100,000 in construction material renovation costs for the Tisdale House, located at 314 Wilson Street East, Ancaster (capital project #7101058002), to be funded from previously approved Capital accounts: $60,000 from Capital Project # 7100858706 (Hammill House Renovation Project), And $40,000 from Capital Project # 4241053050 (Ancaster portion of the Ontario Municipal Partnership Fund Surplus reconciliation funding).

FOR THE INFORMATION OF COMMITTEE:

(a)  CHANGES TO THE AGENDA (Item 1)

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

(i) Added as Item 4.1 – delegation request submitted by Sheileen Kew, respecting Item 8.2 Affordable Access to Recreation Strategy (CS10047(a)).

The agenda for the September 22, 2010 Emergency & Community Services Committee meeting was approved, as amended.

(b)  DECLARATIONS OF INTEREST (Item 2)

There were none declared.

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

3.1 September 8, 2010

The Minutes of the September 8, 2010 Emergency & Community Services Committee meeting was approved, as presented.

(d)  Sheileen Kew, respecting Report CS10047(a), Affordable Access to Recreation Strategy

The delegation request, submitted by Sheileen Kew, respecting Affordable Access to the Recreation Strategy, was approved.

Ms. Kew’s comments included, but were not limited to:
• In the early spring she was accepted into the GROW program for her son.
• Single mother who could not otherwise afford to have her son participate in these programs.
• Currently in karate program, but is this is not offered through a recreation centre, if the program ends, she will no longer be able to afford to keep her son enrolled in the karate program.
• Her current portion is $15 per month versus $60 per month.
• At the end of September 2010, her son will be eligible for T-ball and karate. Without the GROW Program or similar, she will not be able to afford either program.
• Current staff provides a “personal touch”; they know her son’s name, what he likes and what program(s) he is enrolled in.
• Would like to understand how families currently involved in the GROW Program will move forward.
• How is the program changing?
• Families involved were not notified of changes and are concerned.

The presentation by Sheileen Kew, respecting Affordable Access to the Recreation Strategy (CS10047(a), was received.

(e) ADVISORY COMMITTEE MINUTES:

The following Advisory Committee Minutes, were received:

(i) Hamilton Farmers’ Market Transition Sub-committee Minutes, August 17, 2010 (Item 5.8)

(f) Arts Advisory Commission Annual Presentation (Item 7.1)

Patti Randazzo-Beckett and Renee Wetselaar, of the Arts Advisory Commission provided the AAC’s annual presentation to Committee. Their comments included, but were not limited to, the following:

• 2010 Accomplishments:
  • Hosted The Bigger Picture in June 2010, as a follow up to the successful Big Picture event of fall 2009.
  • Participated in the review of the Arts Awards Program, which was approved by Council.
  • Adjudication of the 2010 Community Partnership Program – Culture Stream applications.
  • Participation in focus groups and juries for three public art projects.
• Current Projects - Arising from the Big Picture:
  
  • Developing a website to facilitate communication and collaboration within the arts community.
  • Providing input into the review of the AAC appointment process.
  • Exploring new funding models to meet local needs, fit with City’s budget structure, and increase financial support for the arts community.
  • Identifying a model for arms-length funding delivery.
  • Finding the resources for a dedicated community engagement position to increase communication and collaboration.
  • Participating in the development and implementation of the new Arts Awards Program.
  • 2011 Community Partnership Program adjudication for the Culture Stream.
  • Monitoring and assisting with the Public Art Program.
  • Involvement in advisory group for City Housing Hamilton artist live/work project.
  • Working with Police Chief, street entertainers and staff to resolve busking issues.
  • Providing arts community input to the Creative Catalyst Project.
  • Provided input to Grants Sub-Committee Chair regarding issues with the Community Partnership Program.
  • Ongoing liaison with artists, arts organizations, youth arts network etc., to further access and equity.

• View for the Future:
  
  • A more vibrant, well supported arts community that will help make Hamilton a great place in which to work, live and play.
  • Increased exposure for arts in Hamilton.
  • A more informed City Council on arts matters.
  • Increased collaboration amongst artists and arts organizations.

The Arts Advisory Commissions annual presentation was received.

(g) Early Learning Program (Full Day Learning for Four and Five Year-Olds) (CS10042(b)) (City Wide) (Item 7.2)

Jane Soldera, Director of Social Development and Early Childhood Services, provided a presentation, respecting Report CS10042(b), Early Learning Program (Full Day Learning for Four and Five Year-Olds). Ms. Soldera’s comments included, but were not limited to, the following:

• Key Sign Posts along the Way:
• Full Day Learning.
• Child Care Stabilization.
• Coordinated Children’s Services System.

• Legislative and Regulatory Changes:
  • Full Day Junior/Senior Kindergarten Program
  • Extended Day Program
  • Fee Subsidies for Extended Day
  • Ministry of Education Assumes Responsibility for Child Care

• Significance to the City of Hamilton:
  • New responsibilities.
  • Policy implications.
  • Agreements with Boards of Education.
  • Reporting obligations.
  • New Fee Subsidy funding of $62,000.

• Full Day Learning Implementation – Year 1:
  • 20 Schools providing Full Day Junior/Senior Kindergarten Program.
  • No schools providing extended day program.
  • Fee subsides being re-directed to Child Care System.

• Stabilization of the Child Care Program:
  • Impact of full day learning on Child Care System.
  • 5 year process.
  • Provincial funding.
  • Municipalities responsible for Plan and its implementation.

• Hamilton’s Stabilization Plan – Year 1:
  • Process to create the plan.
  • Capital and operating funds for impacted programs.
  • System-wide strategies.
  • Year 1 funding is $224,400.

• Coordinated Children’s Service System:
  • Integrated Network of Best Start Child and Family Centres.
  • Lessons learned from Hamilton’s Best Start Demo Site.
  • Provincial Advisory Group.
  • Work will be underway in the Fall of 2010.
The presentation, respecting Report CS10042(b), Early Learning Program (Full Day Learning for Four and Five Year-Olds), was received.

(h) **Finding Home Evaluation Report (CS10055(a)) (City Wide) (Item 7.3)**

Betty Lou Purdon, Program Manager, Residential Care Facilities and Hostels, provided a presentation, respecting Report CS10055(a), Finding Home Evaluation Report. Ms. Purdon’s comments included, but were not limited to, the following:

- **Finding Home Pilot:**
  - Purpose: To evaluate a mobile, intensive case management model of counseling for chronically homeless men who cycle through the correctional, social assistance and housing systems.

- **Finding Home Services and Supports:**
  - Coordinated intensive case management.
  - Trauma informed counseling.
  - Help in accessing health and social services.

- **Finding Home Client Testimonial:**
  - Alan, a Finding Home client, shared his experiences while homeless and explained how Finding Home helped him. Alan’s comments included, but were not limited to, the following:
    - Currently 54 years old.
    - Was born in Vermont into a family with 8 children.
    - His family was very abusive and there were members who also suffered from alcohol addiction.
    - Left home at 18 and moved to Canada where he met and married his first wife. He lost his first wife during childbirth.
    - Separated from his second wife after 20 years, and his situation went downhill from there.
    - Lost his job, suffers from alcohol addiction and became homeless.
    - Subsequently, he met Lynn who introduced him to the Finding Homes Program.
    - It has helped a great deal with his self esteem, he is now attending counselling for his alcoholism and is improving communications and his relationship with his family, and is no longer homeless.
    - The Finding Homes Program has been a big help.

- **Outcomes of the Finding Home Pilot Program:**
• 176 men received counseling.
• There were 127 short term interventions.
• 49 intensive case management and counseling.
• 26 neurological assessments to support incidence of acquired brain injury.
• 14 community based rehabilitation.
• Client Feedback.

• Life Events Contributing to Chronic Homelessness:

• Of the 49 individuals who attended counseling:
  • 40% - childhood abuse and/or neglect.
  • 51% - family breakdowns in childhood.
  • 67% - victims of assault.
  • 98% - history of head trauma.
  • 88% - history of incarceration.
  • 90% - substance abuse and unemployment.

• Benefits of the Finding a Home Pilot Program:

• Increased access to income support;
• Reduced shelter use;
• New collaboration between the City, Brain Injury Services of Hamilton and Hamilton Health Sciences;
• Evidence to support a client centered, intensive case management approach; and,
• Valuable information for service planning.

• Lessons Learned from the Finding a Home Pilot Program:

• Increased awareness of Acquired Brain Injury within the shelter system and broader community services (Ontario Works, housing, health, and employment);
• Validated the benefits of trauma informed counseling for the chronically homeless; and,
• Supports the benefits of client centred, intensive case management.

The presentation, respecting Report CS10055(a), Finding Home Evaluation Report, was received.

(i) Naming of the North Entrance to Beach Boulevard after James (Jimmy) Lomax (Item 11.1)

Councillor C. Collins was in attendance and provided an e-mail from James Howlett, President and Ed Nowlan, Chair, of the Hamilton Beach Community

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Council, dated September 21, 2010, advising that the Hamilton Beach Community Council had unanimously endorsed a motion to request the North Entrance to Beach Boulevard be named after James (Jimmy) Lomax. The Hamilton Beach Community Council is asking the City of Hamilton Council to consider the same.

When the matter came forward, Councillor Merulla spoke on behalf of Councillor Collins, advising Committee that there had been a motion put forward at the July 6, 2010 Committee of the Whole meeting (Item 11(d), Report 10-020), which referred a request to name a City facility after Jimmy Lomax to the Facility Naming Sub-committee for their consideration.

Councillor Merulla directed the Committee Clerk to forward the correspondence from James Howlett, President and Ed Nowlan, Chair, of the Hamilton Beach Community Council to the Facility Naming Sub-committee for consideration at the same time as the motion from Committee of the Whole.

(j) **Amendments to the Outstanding Business List (Item 11.1)**

That the following Items be considered complete and removed from the Emergency and Community Services Committee’s Outstanding Business List:

(i) Item “M”, respecting the Comprehensive Review of CityHousing Hamilton

(ii) Item “T”, respecting Affordable Access to Recreation Strategy

(k) **ADJOURNMENT (Item 13)**

There being no further business, the Emergency & Community Services Committee meeting adjourned at 2:50 p.m.

CARRIED

Respectfully submitted,

Councillor R. Pasuta, Chair
Emergency & Community Services Committee

Stephanie Paparella
Legislative Assistant
September 22, 2010
2010/2011 Budget Allocation

The following outlines the terms of the existing agency agreement between CMHC - Ontario Community Development Centre and City of Hamilton.

TERMS

A. RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM

1. The delivery term is effective for the 2010/2011 fiscal delivery year will terminate on March 31, 2011.

2. The agent acknowledges and concurs with, that all RRAP approval packages to fully commit their budget allocations for the 2010/2011 delivery year are to be received in our office by September 30, 2010.

In the event the above date is not met, CMHC will consult with the current Delivery Agent prior to redistribution of those funds to Delivery Agents who have confirmed their need for additional Budget.

3. Delivery Strategies

   i) Delivery Agent must conform to the delivery strategy previously submitted as part of their proposal package to CMHC.

   ii) Delivery Agent must ensure that their responsible territory is serviced in a fair and equitable manner.

   iii) Any advertising must have prior CMHC approval.

4. The Delivery Agent acknowledges that all work items on the work description be completed, inspected, and documentation for advancing all loans be received by December 10, 2010.

Please note that although every effort should be made to close out all loans by December 10, 2010, CMHC can continue to process advances until March 31, 2011.
5. The Delivery Agent is in agreement with the amended Guidelines and Procedures as follows:

**RRAP**

a) The RRAP work must commence immediately following written approval & completed by the provided deadline date.

b) The RRAP work must be completed by the deadline provided on the approval letter.

c) Applications dealing with emergency health and safety problems are considered highest priority, and will be processed immediately.

d) For the purpose of this acknowledgement the Delivery Agent will also obtain an invoice with appropriate documentation from contractors, and forward it to the CMHC Office when requesting payment of RRAP funds. **An acceptable invoice will include the contractors’ and all sub-contractors’ names and addresses, identification numbers (such as a Business number, GST Registration number, corporation number or Social Insurance Number), and the total amount of the contract payment. If an acceptable invoice is not collected and submitted, 15% of each advance on the RRAP loan will be withheld.**

6. The Delivery Agent and CMHC agree that upon successful completion of the service by the agent, fees will be paid in accordance with the levels established under the most current program policies.

7. Any changes to the present Municipal structure should be reported to CMHC immediately.

8. The Delivery Agent must be available during core business hours.

9. CMHC has the right to cancel the Agency Agreement immediately, in the event that a proven conflict of interest exists.

10. Budget allocations and commitment information is outlined in this letter.

11. Operational Reviews will be completed by CMHC, once every three (3) years and Monitoring Reviews will be completed annually. Results will be reported to the Delivery Agent as soon as possible following completion.
B. RESIDENTIAL REHABILITATION ASSISTANCE PROGRAM (RRAP)

Native Targets

The Residential Rehabilitation Assistance Program has a Native content percentage as set out in the annual provincial planning process. It is planned that $1.95 million or 6% of the budget will be delivered to Native clients. This targeted percentage is a planned figure only and should be recognized by the Delivery Agent as important in meeting the overall planning objectives of the program. Therefore, the Delivery Agent will give native applicants priority only until the target is met, and will process other applications from the waiting list on a first come, first served basis. Applications dealing with emergency health and safety problems are considered highest priority, and will be processed immediately.

C. EMERGENCY REPAIR PROGRAM (for Delivery Agents who agree to deliver this program)

a) The agent acknowledges and concurs with, that all ERP approval packages to be submitted to CMHC for commitment by September 30, 2010.

b) Repairs under the ERP program must be completed immediately following receipt of written approval and completed by provided deadline date.

**Failure to meet the above conditions may result in cancellation of the ERP loan.**

CMHC requires confirmation in writing by no later than September 30, 2010 to address the following items:

a) Whether there is a need for additional funding in RRAP/RRAP-D/ERP

OR

b) Whether the budget allocation will be surplus to your needs.

Please note that requirements for additional funding must be supported by:

- completed final applications on hand by program line,
- requests for additional funding can only be accommodated if there are surplus funds from other territories.
CAPITAL BUDGET ALLOCATIONS

2010/2011 DELIVERY CAPITAL/FORGIVENESS DOLLAR Budget Allocation for:

<table>
<thead>
<tr>
<th>(City of Hamilton)</th>
<th>(Capital/Forgivable)</th>
</tr>
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<tbody>
<tr>
<td>RRAP Homeowner</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>RRAP For Persons with Disabilities</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>RRAP Rental</td>
<td>$700,000.00</td>
</tr>
<tr>
<td>RRAP Rooming House</td>
<td>$100,000.00</td>
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Should additional Capital dollars be required, please notify our office.

Failure to meet any of the above criteria could result in reduction of allocations, re-testing, service of additional probation time or dismissal of the agent. This decision would be made at the discretion of CMHC upon review of the individual situation.

Per: ________________________ Date: ______________

Per: ________________________ Date: ______________

Per: ________________________ Date: ______________

Lorella Sahakian
Manager, Special Initiatives
Ontario Community Development Centre
Affordable Access to Recreation Strategy

Prepared by the City of Hamilton
Community Services Department, Recreation Division
Vision

Everyone has access to affordable recreation in their community in order to enjoy health and social benefits and to improve their prospects for a better future.

To be the best place in Canada to raise a child.

Mission

People – We provide recreational, leisure and sport programs and services that promote well being and create opportunities to enhance the quality of life in our community.

Places - We develop, manage and preserve recreational and sport facilities.

Strategy Belief Statement

1. Family-Based

Families have expressed their desire to participate in recreation opportunities, and recognize these opportunities as important attributes that contribute to the quality of life. The Community Services Department understands the benefits to individuals and families that are derived from recreational, sport and leisure activities.

The Department also recognizes, however, that the ability to participate in these opportunities can be difficult, or limited, for persons with low-income.

The Affordable Access to Recreation Strategy for Low-Income Families outlines a comprehensive approach to reduce barriers, provide opportunities, and improve supports to increase participation in recreation and organized sport programs and services.

At the same time, the Strategy will ensure that the
information to citizens is clear, easily understandable, and motivational – promoting participation in activities for creative expression, and mental, spiritual, physical benefits.

2. **Values-Based**
The foundation for the strategy is based on “community values” as expressed in the Affordable Access to Recreation for Ontarians Policy Framework:

- **Dignity** – Families are respected
- **Opportunity** – all children and families regardless of economic circumstances should have the opportunity to participate.
- **Social Inclusion** – help alleviate the effects and generational nature of poverty and the dependence on social assistance programs, resulting in improved outcomes at home and at school.
- **Quality Experiences** - quality of life is enhanced for children, families and communities through an engaged and active population.

3. **Community-Based**
Building on these values, the Access to Recreation Strategy will create an environment of cooperation, collaboration and warmth to help create the best possible results for children and families at every experience.

The Community Services Department recognizes the important role of community-based agencies and organizations and other government departments and entities, to develop easy ways for low-income families to access recreation and organized sport programs. The strategy will outline collaborative approaches to streamline processes and make the most effective use of collective resources.

**Objectives**

In developing the strategy, the Recreation Division reviewed the current Bridges program, the Youth Serving Agency Network (YSAN) GROW program, current sport organizations subsidy programs and
consulted with other Community Services staff to help determine the critical success factors necessary for the strategy. Key factors have been identified both from the families’ perspective and from the Division/service providers’ perspective.

Families will experience:

1. **Respect and dignity** – Feeling valued and respected, with the right to participate in activities regardless of means or ability.

2. **Easy access** - Being supported in addressing barriers, such as cost, location, equipment and related costs, and accessibility to participation.

3. **Freedom of choice** – Trying a variety of recreation, leisure or organized sport activities and programs that allow participants to develop skills, experience new opportunities and have fun.

4. **Inclusion** – Feeling welcomed and encouraged, and able to participate within an atmosphere of friendship and community.

5. **Ease of participation** – Accessing recreation opportunities through a simple process or application that is coordinated among partners to avoid any unnecessary duplication.

6. **Discretion** – Maintaining confidentiality and discretion in all interactions related to accessing recreation opportunities.

**Guiding Principles**

The Recreation Division will strive to provide recreation opportunities that are:

1. **Available and diverse** – Creating opportunities based in local neighbourhoods, offering a variety of activities and programs that reflect diverse backgrounds and interests.

2. **Easily communicated and understood** – Making information easy to understand and available through a variety of means, and
helping families make appropriate choices based on a good understanding of the activities and programs.

3. Achieved through partnerships – Establishing links and partnerships with government departments, agencies and organizations to streamline processes, improve communication and make best use of collective resources.

4. Operationally Sustainable – Enhancing staff awareness and sensitivity, providing appropriate training, and extending customer service concepts throughout all programs, activities and interactions with customers.

5. Financially sustainable - Ensuring recreation opportunities are supported through tax-levy funding, with financial supports from other partners whenever possible.

The Access to Recreation Strategy for Low-Income families was developed through an outcome-based logic model that defines inputs, activities, outputs, outcomes, indicators of success (performance measures) and measurement tools. The information above describes the approach the Affordable Access to Recreation for Low-Income Families Strategy will use to address this need, the belief statements and the key objectives required for the Strategy to be effective. The information below describes the details of the Strategy. The Strategy will be realized through the delivery of four key objectives:

**Main Objectives**

1. “Affordability” - Continuum of Opportunities

The Strategy provides a continuum of opportunities that includes programs available to all citizens at no cost recreational drop-in programs (e.g., swimming, gym and skating) across the City.

The Recreation Division also provides a number of “targeted initiatives” or low-cost opportunities based on community need (e.g., low-cost registered programs in targeted neighbourhoods, loonie swims and other focused programs.

Within the Strategy is the "Recreation Access Program Policy" (replacing the Bridges & YSAN GROW Subsidy Programs) providing financial assistance for:

- Families living below the Statistics Canada Low-Income Cut Off (LICO)
The *Recreation Access Program Policy* offers opportunities in terms of admissions, registration fees and organized affiliate sport activities that include:

- Free Family Pass to the Recreation Centre of choice.
- Fee assistance based on the City of Hamilton recreation programs: Families living below the Low-Income Cut Off level will be eligible for up to 100% subsidization to a maximum of $150.00 per child during a 12 month period for activities such as swimming, skating, gym, club and summer and holiday camps provided by the Recreation Division.
- Families may also apply for a maximum of 50% subsidy to a maximum of $100.00 annually per child to help offset costs for registration fees for minor sport affiliate organizations that use City of Hamilton Recreation facilities (e.g., hockey, baseball, basketball, soccer, lacrosse, football and figure skating).

2. **“Awareness” – Strategy Promotion**
   The communication activities will increase the awareness of opportunities and the ability to access these opportunities. The information will be presented in formats that are easy to understand, comprehensive and address our diverse community. Communication on the benefits of recreation and recreation opportunities will be integrated into publications, stand alone documents and advertising opportunities. All communications will be visible in public places. Outreach will be provided by divisional staff members who will visit community agencies to inform agency staff and client families about the Strategy.

3. **“Collaboration” - Involving Community Partners**
   Access to variety of opportunities will be enhanced through comprehensive collaboration of recreation opportunities by a variety of partners. The collaboration activities include engaging not-for-profit, minor sport affiliate organizations, other orders of government, and umbrella groups to share information, opportunities and coordinate processes that will help to realize the key factors of the Strategy.

4. **“Accountability” - Internal Business Processes**
   Internal business processes will support the delivery of the Strategy by ensuring clarity of roles and responsibilities. The Recreation Access Strategy will be administered through the Subsidy Coordinator. The administration of the strategy includes one point of access, family engagement, coordinated delivery and staff training to achieve the key factors.
Resource Links

Informed by the Ontario Task Group to Recreation for Low-Income Families, 
*Affordable Access to Recreation for Ontarians Policy Framework: Every One Plays*
## Performance Measures

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<th>Inputs</th>
<th>Activities</th>
<th>Outputs</th>
<th>Short and Intermediate Outcomes</th>
<th>Long-Term Outcomes</th>
<th>Performance Measures</th>
<th>Measurement Tools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Resources Human Resources</td>
<td><strong>Continuum of Opportunities</strong>&lt;br&gt;  - Recreation Access Program&lt;br&gt;  - Targeted initiatives&lt;br&gt;  - Structured programs&lt;br&gt;  - Drop-in&lt;br&gt;  - No cost opportunities (e.g., access to drop-in gym, swimming &amp; skating programs)&lt;br&gt;  - Organized sport activities</td>
<td># of family passes issued&lt;br&gt;  # of fee subsidy requests for registered programs&lt;br&gt;  # of neighbourhood recreation programs that are free and low cost&lt;br&gt;  # participants in free and low cost programs&lt;br&gt;  # of fee subsidy requests for organized sport activities</td>
<td>Low-income families have increased access to recreation and organized sport opportunities&lt;br&gt;  Low-income families have increased participation in recreation and organized sport opportunities&lt;br&gt;  Children have increased personal health and wellness&lt;br&gt;  Families feel respected and welcome&lt;br&gt;  Children have increased personal capacity (increased knowledge and skills)</td>
<td>All children/families have an opportunity to participate&lt;br&gt;  Accessible Services, programs, facilities and organized sport activities&lt;br&gt;  Children/families live a better life&lt;br&gt;  Children/families enjoy participating in city services, programs, events and organized sport activities&lt;br&gt;  Low-income families are respected</td>
<td>• % # of family pass visits&lt;br&gt;  • % of registered for programs&lt;br&gt;  • % in neighbourhood recreation programs that are free and low cost&lt;br&gt;  • % in organized sport activities&lt;br&gt;  • Participants (low-income) accessing opportunities report:&lt;br&gt;  o % reporting increasing children/families capacity (awareness, knowledge, skills)&lt;br&gt;  o % report improved children/family health and wellness as a result of the program, activity or service*&lt;br&gt;  o % report feeling respected and welcome</td>
<td>CLASS Reports subsidy redemptions for programs&lt;br&gt;  Reports for request for organized sport subsidy&lt;br&gt;  Marketing Surveys (general surveys that collect outcomes with a target for low-income families)</td>
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<tr>
<td>Financial Resources Human Resources</td>
<td><strong>Communication Activities</strong>&lt;br&gt;  - Communication that reaches people living below low-income&lt;br&gt;  - Information and messages that are easy to understand, available through a variety of means, and meaningful to people living in below income (language, literacy, access barriers are addressed) and includes benefits of recreation&lt;br&gt;  - Current tools include: Brochures – Priceless Fun, Fee Reduction, Summer, Low-Cost Program Information (targeted), Website</td>
<td># of communication tools used (e.g., Priceless Fun, brochures)&lt;br&gt;  # of types of presentations</td>
<td>Families have increased awareness to access recreation and organized sport information and opportunities&lt;br&gt;  Families have increased awareness and knowledge about the benefits of recreation</td>
<td>Low-income families are respected</td>
<td>Low-income family report:&lt;br&gt;  • % of awareness of program information, opportunities&lt;br&gt;  • % of awareness of organized sport opportunities&lt;br&gt;  • % of awareness of the benefits of recreation&lt;br&gt;  • communication is easy to understand and accessible</td>
<td>Marketing Surveys</td>
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<td>Community Resources</td>
<td><strong>Collaboration Activities</strong>&lt;br&gt;  - Community-based organizations who work with low-income families&lt;br&gt;  - Collaborative with similar mandates (e.g., Wesley urban Ministries, HARRP, McQueston)&lt;br&gt;  - Not-for-profit organizations&lt;br&gt;  - Minor sport affiliate organization&lt;br&gt;  - Other orders of Government (Federal, Provincial, School Boards, etc.)&lt;br&gt;  - Corporate Sponsorship&lt;br&gt;  - Communities to reach businesses employing low income citizens</td>
<td>Improved coordination increases access to recreation opportunities&lt;br&gt;  Increased number of recreation and organized sport opportunities to low-income families&lt;br&gt;  Increased ability and willingness of community to provide recreation and organized sport opportunities (accessibility to low income children/families)</td>
<td>Community partners report:&lt;br&gt;  • Understanding of the Strategy&lt;br&gt;  • Ability to share information with target groups&lt;br&gt;  • Recreation and organized sport opportunities for children and families</td>
<td>Community partner survey</td>
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<td>Human Resources</td>
<td><strong>Internal Processes</strong> that support the development, implementation and evaluation of the Strategy</td>
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<td>Clear roles and responsibilities</td>
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<td>Promote Learning and Growth</td>
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<td>• Training on roles, responsibilities, and Framework</td>
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<td>• Leisure Education package developed that can be customized and used with low-income families, organizations and other orders of government that work with the target population</td>
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<td>Budgeted financial resources</td>
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<td>Financial</td>
<td><strong># of staff trained</strong></td>
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<td>Report key indicators of success for the Recreation Division</td>
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<td><strong>Increased understanding of staff roles and responsibilities for the Strategy</strong></td>
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<td>Increase efficiency in the delivery system for the Recreation Access Program</td>
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<td><strong>Strategy is operationally and financially sustainable</strong></td>
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<td>Staff survey</td>
<td>Staff report:</td>
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<td>• Understanding of the Strategy</td>
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<td>• Understanding of their roles and responsibilities</td>
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<td>• Effectiveness in the delivery of the Strategy</td>
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Recreation Access Program Policy

Policy Statement
The City of Hamilton will provide financial assistance to families and children in order for them to have equal opportunity to participate in recreation programs and organized sport activities.

Purpose
The purpose of the Recreation Access Program Policy is to provide fee assistance that is fair, equitable, and easy to access for low-income children and families.

The Community Services Department understands the benefits to children and families that are derived from recreational and sport opportunities. The Department also recognizes the ability to participate in registered program or organized sport opportunities can be difficult, or limited for families with low-income.

The foundation for the program is based on the values of dignity and respect, health and wellness, social inclusion and quality of life. Building on these values, the “Recreation Access Strategy” will create an environment of cooperation and inclusiveness to help create recreation opportunities for families and children at every experience.

The Recreation Access Program Policy will provide opportunities and improve supports to increase participation in recreation and organized sport. As the same time, the Program will ensure the information is clear and easily understood.

Goals
The goals of the Recreation Access Program Policy are as follows:
1. To provide a simple application process for families requesting fee assistance.
2. To allow options for the utilization of assistance.

Definitions
The definitions pertaining to this program are as follows:

Low Income Cut Off (LICO)
Low Income Cut Off’s, based on Urban Area population over 500,000 are cross referenced with the total number of persons in a household. LICO’s are set by Statistics Canada to indicate where families spend 20% or more of their income than the Canadian average on food, shelter and clothing.
Low Income Cut Off (after tax) for Urban Area population of greater than 500,000

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
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<td>Household Income</td>
<td>$18,373</td>
<td>$22,361</td>
<td>$27,844</td>
<td>$34,738</td>
<td>$39,556</td>
<td>$43,869</td>
<td>$48,181</td>
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**Eligibility**

To be eligible for fee assistance families must:

1. Be in receipt of Ontario Works and have a photo copy of a monthly Drug Benefit card
   or
   Be in receipt of the Ontario Disability Support Program and have a photo copy of a monthly Drug Benefit card.
   or
   Have a combined total family income less than the LICO and submit a previous year’s income tax return (Notice of Assessment) for all income sources.

2. Provide proof of City of Hamilton residency by attaching a copy of a property tax bill, utility bill, driver’s license or similar documentation with the applicant’s address on it.

3. Reapply annually.

**What does the Recreation Access Program Policy provide?**

Fee assistance for children and families with income below Low Income Cut Off (LICO) levels based on the following credits per child per year:

- Free Family Pass to the local Recreation Centre.
- 100% subsidy to a maximum of $150.00 per child per year for City operated recreation programs.
- 50% off the registration fee to an upset limit of $100.00 per children towards the registration costs for a minor affiliate sport organization that use City of Hamilton facilities (e.g. minor hockey, baseball, soccer, basketball, lacrosse, football and figure skating). The sport organization must be an approved minor sport affiliate based on the City of Hamilton Affiliation Policy.
- Access for one year (after family pass expires, families will be required to re-apply to the Recreation Access Program Policy).

**Process**

1. Everyone must complete an application.
2. Applications are available at:
   - Any City of Hamilton Recreation Centre
   - On-line at [www.hamilton.ca/rec](http://www.hamilton.ca/rec)
   - or can be mailed by calling 905.546.3747
3. All applications dropped off at recreation centres will be forwarded through inter-office mail in a CONFIDENTIAL envelope to the Subsidy Coordinator.
4. Applicants will be informed if information is missing.
5. Using the LICO formula, staff will assess eligibility.
6. A letter of correspondence will be prepared and mailed to the family informing them of the fee assistance approval, their CLASS registration information along with their family pass.

7. Families wishing to participate in an organized sport activity will need to contact the Subsidy Coordinator to complete the application process.

**Associate Policies and Procedures**
This program is not meant to negate any other divisional policy or procedures.
The Recreation Access Program is compatible with the CLASS Registration procedures.
FOOD and SHELTER ADVISORY COMMITTEE
TERMS OF REFERENCE

Mandate

1. To identify the urgent needs of citizens within the community for whom barriers exist to obtaining income security; sufficient nutritious food; and, access to safe, accessible and affordable shelter, with adequate supports.

2. To provide information regarding urgent community needs and recommendations toward their resolution to the Emergency & Community Services Committee.

3. Where appropriate, agency members will take immediate and specialized action to address these issues.

4. To provide an opportunity for Food and Shelter Advisory Committee members to liaise and collaborate with other levels of government, other committees, citizens, and agencies regarding responses and recommendations for emergency food supports and shelter needs.

Objectives:

1. To ensure that issues, specific to people who are homeless or at risk of becoming homeless, are brought forward and recommendations are provided to the Emergency & Community Services Committee in a timely manner.

2. To ensure that issues, specific to people who are experiencing hunger, are brought forward and recommendations are provided to the Emergency & Community Services Committee in a timely manner.

3. To assist with the coordination and implementation of Council approved recommendations.

4. To collaborate and devise innovative, preventative measures to assist in addressing homelessness or hunger issues within the community and to provide those recommendations to the Emergency & Community Services Committee.

5. To identify emerging trends, potential gaps and best practices in food or emergency shelter service needs.

6. To educate the community about urgent food and shelter needs through regular reporting to the Emergency & Community Services Committee.

7. To respond in a timely manner to requests for advice from city staff and the Emergency & Community Services Committee.

8. Recognizing the significant relationship emergency food and shelter have with other components of the housing continuum, it is important for FSAC to liaise and
collaborate with other committees doing work in the areas of homelessness and affordable housing (such as the Affordable Housing Flagship) and to keep apprised of relevant programs and initiatives.

Composition:

The Food and Shelter Advisory Committee (FSAC) is comprised of service providers and citizens with an expertise in the field of emergency food and shelter, as follows:

- 10 - 12 Service Providers representing the following sectors:
  - Men experiencing homelessness;
  - Women experiencing homelessness;
  - Youth experiencing homelessness;
  - Families experiencing homelessness;
  - Newcomers experiencing homelessness;
  - Persons with disabilities experiencing homelessness;
  - Emergency food provision;
  - Day program provision;
  - Aboriginal community experiencing food and shelter emergencies;
  - Seniors;
  - Other related sectors; and,
  - Members of other homelessness and housing continuum related committees.

- 2 – 3 citizen representatives. These members should have an interest in and/or experience with the emergency food and shelter system in Hamilton.

- The committee term is for four-years and coincides with the term of City Council.

Resources:

- City of Hamilton Staff (staff liaison, technical support).

- Community partners and other levels of government (Ministry of Social and Community Services, Ministry of Community and Youth Services, Service Canada, Local Health Integration Network, Social Planning and Research Council, residents of Hamilton).

- The Committee may call on other experts in the fields of health, legal, housing, etc. to assist in formulating appropriate recommendations and/or action plans.

General Information:

- For the purposes of the work of the Food and Shelter Advisory Committee (FSAC), members who work for community organizations or agencies will sit on FSAC as representatives from a sector and not representatives of the organization or agency.
• An organization or agency may not have more than one representative on the Food and Shelter Advisory Committee.

• Emergency service providers, who are not members of Food and Shelter Advisory Committee, are encouraged to attend to participate in discussions that will identify the potential food and emergency shelter needs in the community, and responses to those needs.

• Quorum is defined as 50% plus one of the current Committee membership.

• Vacancies will be filled in one of the following ways:
  
  • Members are appointed through the selection process at the beginning of the new term of Council.

  • Should a vacancy become available during the term, the Selection Committee (of the Emergency & Community Services Committee) would review applicants who were previously interviewed, but not selected, to determine if a suitable candidate is available and interested in becoming a member.

  • The Food and Shelter Advisory Committee identifies a relevant service provider(s) and brings forward a recommendation, in the form of a report, to the Emergency & Community Services Committee recommending their appointment.

Sub-Committees and/or Working Groups, to the Food Shelter and Advisory Committee, will be established, as required.

**Chair:**

To be appointed by the Food and Shelter Advisory Committee at the first meeting of each year.

The Food and Shelter Advisory Committee will report to Emergency & Community Services Committee.

**Minutes:**

Compiled and circulated by support staff at least seven (7) days prior to next Food and Shelter Advisory Committee meeting.

Approved minutes are to be forwarded to the Legislative Assistant to the Emergency & Community Services Committee immediately upon approval for inclusion in the next agenda of the Standing Committee.

Recommendations from the Food and Shelter Advisory Committee need to be brought forward to the Emergency & Community Services Committee in the form of either a staff report (to be signed by the General Manager of the Community Services Department) or
a report from the Food and Shelter Advisory Committee (to be signed by the Chair). A report from the Advisory Committee will include the recommendation(s) put forward by the FSAC at their last meeting and the relevant background information.

**Frequency of Meetings:**

Meetings are held six to eight times per year, at the call of the Chair in consultation with committee members. Meetings are usually not held during the months of July, August and December.

Meetings are held at Hamilton City Hall, the second Tuesday of the month from 2:00 pm to 4:00 pm.

Additional time, outside of the FSAC meetings, may be required to complete tasks associated with the Committee.

Work Group or Sub-committee meetings will be scheduled, as required.
LEASE AGREEMENT

THIS LEASE AGREEMENT made in quadruplicate as of the 1st day of October, 2010.

BETWEEN:

HAMilton POLICE SERVICES BOARD
(Hereinafter referred to as the “HPSB” or “Lessee”)

OF THE FIRST PART;

- and –

CITY OF HAMILTON
(Hereinafter referred to as the “City” or “Lessor”)

OF THE SECOND PART.

WHEREAS the City is the owner of certain lands and premises in the City of Hamilton, known municipally as 413 Wilson St., Ancaster and referred to as Tisdale House, hereinafter to be referred to as the “Leased Premises” which is more particularly described in Schedule “A” attached hereto;

AND WHEREAS the Leased Premises, while not a property designated as Heritage under the Ontario Heritage Act, has been determined by the City to have some historic and architectural value and interest worth preservation. It is therefore, the intention of the parties that, while conforming to the Building Code Act and Accessibility for Ontarians with Disabilities Act (OADA), those Heritage Features which are more particularly described in the Historic Structures Report prepared by Craig Sims attached hereto as Schedule “B”;

AND WHEREAS the City has agreed to lease to HPSB, and HPSB has agreed to lease from the City, the Leased Premises in accordance with the terms and conditions herein contained;

AND WHEREAS the terms of this Agreement have been approved by the City of Hamilton pursuant to Item No. 1, Report No. 2 Emergency and Community Services Committee, passed by City Council on 15th June, 2010.

NOW THEREFORE in consideration of the Leased Premises, construction, rents and the mutual covenants and agreements, the HPSB and the City, hereto agree as follows:

1. TERM

(a) The term shall be for ten (10) years, commencing on October 1, 2010, and ending on September 30, 2020.
(b) At the expiry of the Term or of any extension thereof or other sooner termination, HPSB agrees to quit the Leased Premises and surrender, yield and deliver up the Leased Premised and any fixed improvements which may be on the Leased Premises at that time and all equipment, machinery, fixtures and other facilities used in connection therewith (save such fixtures as are herein specifically excepted) free and clear of all encumbrances, and in a state of good repair, order and condition, subject only to reasonable wear and tear to the Leased Premises commensurate with its age and permitted use hereunder and all the right, title and interest thereto of the HPSB shall cease and thereupon vest in the City.

2. **RENT**

(a) The HPSB shall pay to the City rent (the "Rent"), in Canadian funds, of Two dollars ($2.00) per annum, plus HST, payable upon the execution of this Lease Agreement and on or before the anniversary date of execution thereafter.

(b) It is the intention of the parties hereto that this shall be a net lease and that the Rent provided to be paid to the City hereunder shall be absolutely net to the City and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises shall be paid by the HPSB, including but not limited to all operation and maintenance costs, future capital costs of the Leased Premises, realty taxes, capital taxes, local improvements, development charges, sewage and drainage charges, if applicable, and all charges and levies utilized for municipal services of every nature and kind, said municipal services to include, but not to be limited to water, education, sanitary sewers, storm sewers, hydro and gas.

3. **USE OF PREMISES**

The Premises shall be used as a Police Museum, Community Policing Centre and for storage associated with these activities only and not for any other purpose without the prior written consent of the City, which consent may be withheld at the discretion of the City.

4. **COVENANTS OF THE HPSB**

The HPSB covenants with the City:

(a) To pay rent.

(b) To pay and discharge as they become due, all taxes (including local improvement rates), rates, duties and assessments that may be assessed against the Leased Premises or any part of them and every other tax, charge, rate, assessment or
payment which may become a charge or encumbrance upon or levied or collected upon or in respect of the Leased Premises or any part of them, whether charged by any municipal, parliamentary or other body during the Term, excepting only from them taxes on the income of the City; provided that the City shall not petition for or consent to additional improvements without the consent of the HPSB. The HPSB to pay, as they become due, all charges for public utilities, including water, gas, electrical power, telephone, security, energy, steam and hot water, used in the Leased Premises and for fittings, machines, apparatus, meters or other things leased in respect of them, and for all work or services performed by any corporation or commission in connection with the public utilities; provided further that the HPSB shall have the right to contest by appropriate legal proceedings the validity of any tax, rate (including local improvement rates) assessment or other charges may legally be held in abeyance without subjecting the City or the HPSB to any liability for failure to pay, the HPSB may postpone such payment until the final determination of any proceedings, provided that such proceedings shall be prosecuted with due diligence and dispatch.

(c) Subject to subsection (d) and (k) herein, to maintain the Leased Premises, including the walks and grounds and every part of them, in good order and condition and promptly make all needed repairs and replacement (reasonable wear and tear and damage by fire, external explosion, impact by aircraft or vehicles not belonging to the HPSB, lightning, riot, smoke, windstorm and hail or the Queen's enemies only excepted) and to keep the Leased Premises well painted, clean and in good condition.

(d) Subject to subsection (k) herein, to repair, as a result of normal wear and tear, major structural components of any buildings and structures, including but not limited to, outer walls, the roof, main electrical service, heating apparatus and other capital costs associated with the Leased Premises.

(e) To keep the Leased Premises and every part of them in a clean and tidy condition and not to permit garbage, ashes or waste or objectionable material to accumulate on them, and at its own expense, to keep the driveways, walks, grounds, sidewalks and curbs forming part of or adjoining the Leased Premises clean and free of snow and ice.

(f) To permit the City at all reasonable times to enter the Leased Premises to inspect the condition of them and (subject to subsection (d) and (k) herein, where such inspection reveals that repairs are necessary, to repair in a good and workmanlike manner within three calendar months from the date of delivery of notice from the City requiring repair.

(g) Not to bring upon the Leased Premises machinery, equipment, articles or things that by reason of their weight, size or use might damage the Leased Premises and not at any time to overload the floors of the Leased Premises and if damage is caused to the Leased Premises by machinery, equipment, articles or things or by
overloading or by any act, neglect or misuse on the part of the HPSB, its servants, agents or employees or any person having business with the HPSB, forthwith to repair or pay to the City the cost of making good the damage.

(h) To heat the Leased Premises in a reasonable manner at its own expense.

(i) To comply, subject to subsection (d) and (k) herein, at its own cost and expense, with the requirements of every applicable by-law, statute, law or ordinance, and with every applicable regulation or order with respect to the condition, equipment, maintenance, use and occupation of the Leased Premises.

(j) Not to do or omit to do or permit to be done or omitted anything on or in respect of the Leased Premises the doing or omission of which (as the case may be) shall be or result in a nuisance.

(k) In recognition of the special heritage significance and notwithstanding the lack of any designation as a protected heritage building, to seek out and obtain the consent and approval from the City's Director of Culture or his/her designate with respect to any construction or changes proposed to the Leased Premises.

(l) To undertake the construction of a washroom and accessibility ramp in accordance with the May 30, 2008 Report prepared by Their + Curran Architects Inc., attached as Schedule "B", and all other City requirements including compliance with the Building Code Act and OADA, at the Leased Premises. The costs of all construction materials to be paid for by HPSB out of those funds provided by the City to HPSB as outlined in Section 5 below. HPSB to be responsible for obtaining and paying for all additional costs associated with construction labour, professional services (i.e./ architectural and engineering) and required permits related to the construction, from its own funds.

(m) To account for and report back to the City in a timely fashion, at the City's request, regarding HPSB's use of those funds and materials referred to above and in Section 5 below.

5. **COVENANTS OF THE CITY**

The City covenants with the HPSB as follows:

(a) For quiet enjoyment and exclusive use of the Leased Premises.

(b) That if its consent is required in connection with the granting of easements for water, gas, steam, electricity, telephone, sewers or storm drains, such consent will not be unreasonably withheld.

(c) To observe and perform all the covenants and provisos of this Lease Agreement on the part of the City.
(d) To provide construction materials and funds in the amount of $100,000 (One hundred thousand dollars) to the HPSB for the construction of a washroom and accessibility ramp in accordance with Section 4 above.

6. **OWNERSHIP OF HPSB'S IMPROVEMENTS**

(a) The City and the HPSB agree that any fixed improvements to the Leased Premises which the HPSB may construct upon the Leased Premises from time to time are and shall be fixtures to the Leased Premises and are intended to be and become the absolute property of the City upon the expiration or termination of this Lease Agreement, but shall be deemed as between the City and the HPSB during this Lease Agreement, to be the separate property of the HPSB and not of the City but subject to and governed by all the provisions of this Lease Agreement applicable thereto notwithstanding such right of the HPSB; PROVIDED ALWAYS that the City's absolute right of property in any fixed improvements to the Leased Premises which will arise upon the termination of this Lease Agreement shall take priority over any other interest in the said fixed improvements which may now or hereafter be created by the HPSB, and all dealings by the HPSB with the said fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the City, and the HPSB shall not assign, encumber or otherwise deal with the said improvements separately from any permitted dealing with the leasehold interest under this Lease Agreement.

(b) If the HPSB is not in default hereunder, the HPSB may at or immediately before the expiration of the Term of this Lease Agreement, remove its furniture, chattels and including kiosks, any other fixtures not forming any part of the fixed improvements, such as light standards, etc., which structural items may not be removed, and the HPSB may from time to time, subject to Subsection 4(k) above, remove such HPSB fixtures in the ordinary course of its business or in the event of any reconstruction, changes and alterations of the Leased Premises.

7. **USE AND OPERATION OF LEASED PREMISES**

(a) The HPSB covenants that the Leased Premises and all fixed improvements from time to time erected upon the Leased Premises, shall be used in compliance with all applicable municipal by-laws and policies pertaining to its use of the Leased Premises, and that the HPSB shall not commit or permit any waste or any nuisance thereon, or permit any part of the said Leased Premises to be used for any dangerous, noxious or offensive trade, occupation or business.

(b) In addition to performing all of its other covenants under this Lease Agreement, the HPSB shall operate, manage and maintain the Leased Premises in a good and proper manner, shall adequately supervise the operation of the Leased Premises,
shall keep the Leased Premises and all improvement thereon neat and clean and
shall impose and enforce regulations relating to the use and occupancy of space in
the Leased Premises consistent with that of other HPSB facilities and buildings.

(c) Throughout the Term of this Lease Agreement, the HPSB shall, without cost or
expense to the City, comply with all laws, by-laws, regulations and requirements of
all government, municipal and other authorities having jurisdiction. The HPSB shall
likewise observe and comply with the requirements of insurers under policies of
public liability, fire and any insurance at any time covering the Leased Premises,
unless such requirements are unreasonable or involve a breach of any provision of
this Lease Agreement.

(d) Notwithstanding Section 7(c) hereof, the HPSB shall have the right to contest the
application or validity of any law, by-law, regulation or requirement affecting the
Leased Premises without expense to the City, and may defer compliance with any
such requirement provided that the delay is lawful, that it does not subject the City
to any penalty for failure to comply, and that it does not otherwise constitute a
breach of this Lease Agreement. The HPSB shall prosecute any proceedings
taken by it to contest the application or validity of any law, by-law, regulation or
requirement affecting the Leased Premises with due diligence.

(e) The HPSB may, at its expense, erect signage subject to the City’s prior written
approval as to the design and location of any such signs, which consent shall not
be unreasonably withheld. All signs must be in accordance with applicable federal,
provincial and municipal laws, by-laws, regulations and policies. The City approves
the HPSB’s installation and use in the City’s discretion, of mobile signs or billboard
advertising products, events, on the Leased Premises.

8. SURRENDER, SUB-LETTING, LICENCES AND ASSIGNMENT

It is hereby agreed as follows:

(a) Surrender of Lease – except as herein provided, no surrender of this Lease
Agreement by the HPSB shall be valid unless accepted in writing by the City.

(b) Sub-Lease – the HPSB as named at the commencement of this Lease Agreement
may enter into a sublease without the written consent of the City provided that the
sub-HPSB enters into a sublease which continues the obligations under this Lease
Agreement.

(c) Licence Agreements – the HPSB as named at the commencement of this Lease
Agreement may enter into a Licence Agreement without the written consent of the
City provided that the Licensee enters into a Licence Agreement which does not
conflict with the HPSB’s or the City’s obligations under this Lease Agreement.
(d) Assignment by City – subject to the preservation of the rights of the HPSB under this Lease Agreement, the City as named at the commencement of this Lease Agreement may assign or convey its interest in the Leased Premises or this Lease Agreement.

(e) Assignment by HPSB – the HPSB shall not assign or convey its interest in the Leased Premises or this Lease Agreement, except as is contemplated by 8(c) above or with the prior written consent of the City (which consent shall not be unreasonably withheld). Should the HPSB convey or assign its interest in the Leased Premises or this Lease Agreement, it shall not be relieved of any obligations under this Lease Agreement.

9. **RIGHT OF FIRST REFUSAL**

Provided that the HPSB is not in default under this Lease Agreement, the HPSB shall have a continuous right of first refusal in respect of the Leased Premises as follows:

(a) if in the event that, at any time and from time to time during the Term, the City receives, from an arm's length purchaser, a *bona fide* offer for the purchase of the Leased Premises which is acceptable to the City in all respects (the "Acceptable Offer"), the City shall give the HPSB notice of the Acceptable Offer, together with a true and complete copy of the Acceptable Offer. An agreement of purchase and sale that is conditional on the HPSB not exercising this right of first refusal shall be deemed to be an Acceptable Offer. The City agrees that the HPSB shall have the prior right to elect to purchase the Leased Premises for the price and on the terms and conditions contained in the Acceptable Offer, which right may be exercised at any time within the forty-five (45) business days following receipt of such written notice of the Acceptable Offer by written notice of such exercise given to the City;

(i) if the HPSB does so elect, the notice given by it shall constitute a binding agreement of purchase and sale; and

(ii) if the HPSB does not so elect, the City shall be free to sell the Leased Premises on the terms and conditions set forth in the Acceptable Offer and subject to this Lease Agreement, but this right of first refusal shall thereafter remain in full force and effect during the balance of the Term. If such Acceptable Offer is not completed, this right of first refusal shall remain in force for any subsequent Acceptable Offer,

(b) the City covenants and agrees not to sell the Leased Premises unless the City has first complied with the terms hereof. The City shall be entitled to transfer the Leased Premises to any affiliated corporation without triggering the above rights.

10. **INSURANCE AND INDEMNITY**
(a) HPSB Indemnity - The HPSB covenants and agrees to indemnify, defend and save the City harmless against any and all liabilities, claims, actions, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising from:

(i) any breach, violation or non-performance of any covenant, condition or agreement in this Lease Agreement on the part of the HPSB to be observed or performed;

(ii) any damage to property of any person at, in, on or upon the Leased Premises or as a result of acts occurring on the Leased Premises, except where such damage has been caused solely by the negligence or other fault of the City; and

(iii) any injury to or the death of any person or persons occurring at, in, on or upon the Leased Premises or as a result of acts occurring on the Leased Premises, except where such injury has been caused solely by the negligence or other fault of the City.

(b) City Indemnity - Except in the case of the HPSB's own negligence and/or willful misconduct or that of its agents, employees, contractors, invitees or licensees, the City shall protect, defend and indemnify, and save the HPSB, his agents and employees harmless from any and all liability, damage, expense, cause of action, suits, loss, costs, penalties, attorneys fees, claims or judgments arising from any injury or loss of life to the person of City or other persons or damage to property caused by the City's negligence and/or willful misconduct or that of its agents, employees, contractors, invitees or licensees.

(c) HPSB's Insurance - The HPSB shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

(i) Property Insurance All Risk to insure property of every description. Coverage shall include but not be limited to Earthquake, Flood and Sewer Backup and shall include extra costs related to applicable Bylaws. Such insurance shall add the City as an additional insured as their interest may appear. Coverage to be computed upon a replacement cost basis;

(ii) Commercial General Liability insurance, including personal liability, contractual liability, all risk HPSBs' legal liability, non-owned automobile liability, Sexual Abuse or Molestation coverage, owners' and contractors' protective insurance coverage and coverage shall be included for "Hostile Fire" with inclusive limits of at least five million dollars ($5,000,000) per occurrence and ten million dollars ($10,000,000) in the aggregate, or such
higher limit as the City, acting reasonably, or any Mortgagee requires from
time to time;

(iii) Boiler and Machinery insurance Comprehensive Form (including but not
limited to Earthquake, Flood and Sewer Backup) on a blanket repair and
replacement basis, with limits for each accident in an amount not less than
the full replacement costs of the property, with respect to any boilers and
machinery upon the Leased Premises or relating to or serving the Leased
Premises, and such insurance shall add the City as an additional insured
as their interest may appear; and

(iv) any other form of insurance with whatever limits the City, acting as a
prudent owner, or any mortgagee reasonably requires from time to time, in
such form and amounts and for risks against which a prudent HPSB under
similar circumstances would insure.

The parties agree to periodically discuss amendments to the insurance
requirements under this Lease Agreement to ensure that these
requirements comply with current insurance industry standards. Where the
parties agree on such amendments they shall set them out in writing.

11. **DEFAULT**

Any of the following constitutes an event of Default under this Lease Agreement:

(a) the HPSB fails to pay any Rent or other amount due under the Lease
Agreement on the day or dates appointed for the payment thereof and fails to
pay the same, with interest, within fifteen (15) days of written notice to the City
of such failure;

(b) the HPSB or City becomes bankrupt or insolvent or takes the benefit of any
statute for bankrupt or insolvent debtors or makes any proposal, an assignment
or arrangement with its creditors, or any steps are taken or proceedings
commenced by any person for the dissolution, winding-up or other termination
of the HPSB or City's existence or the liquidation of its assets;

(c) a trustee, receiver, receiver/manager or a person acting in a similar capacity is
appointed with respect to the business or assets of the HPSB or the City;

(d) this Lease Agreement is taken under a writ of execution and such writ is not
stayed or vacated within fifteen (15) days after the date of such taking; or

(e) the HPSB fails to observe or perform any other of the terms, covenants or
conditions of this Lease Agreement to be observed or performed by the HPSB
and does not, following notice of such failure by the City either:
i) if the matter complained of in such notice is capable of being remedied by the payment of money, correct the matter complained of within fifteen (15) days of written notice to the HPSB of any such failure; or

ii) if the matter complained of in such notice is not capable of being remedied by the payment of money:

(A) remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease) of written notice to the HPSB of any such failure;

(B) if such breach cannot reasonably be remedied within thirty (30) days or such shorter period, commence to remedy such breach within thirty (30) days of written notice to the HPSB of any such breach and thereafter proceed diligently to remedy such breach; or

(C) notify the City within fifteen (15) days after the giving of such notice by the City that the HPSB disputes the matters complained of in such notice, in which case, unless otherwise agreed between the City and the HPSB, such issues shall be determined in accordance with Section 13; if such determination shall be adverse to the HPSB, wholly or in part, the HPSB shall, within fifteen (15) days after such determination shall have been made, remedy such breach.

f) the City fails to observe or perform any of the terms, covenants or conditions of this Lease Agreement to be observed or performed by the City and does not, following notice of such failure by the City either:

(i) if the matter complained of in such notice is capable of being remedied by the payment of money, correct the matter complained of within forty-five (45) days of written notice to the City of any such failure; or

(ii) if the matter complained of in such notice is not capable of being remedied by the payment of money:

(A) remedy such breach within sixty (60) days (or such shorter period as may be provided in this Lease Agreement) of written notice to the City of any such failure;

(B) if such breach cannot reasonably be remedied within sixty (60) days or such shorter period, commence to remedy such breach within sixty (60) days of written notice to the City of any such breach and thereafter proceed diligently to remedy such breach; or

(C) notify the HPSB within forty-five (45) days after the giving of such notice by the HPSB that the City disputes the matters complained of in such notice, in which case, unless otherwise agreed between the City and the HPSB, such issues shall be determined in accordance with Section 13; if such determination shall be adverse to the City,
wholly or in part, the City shall, within forty-five (45) days after such determination shall have been made, remedy such breach.

12. **REMEDIES UPON DEFAULT**

(a) If and whenever an event of Default by the HPSB occurs, then, without prejudice to any other rights which it has pursuant to this Lease Agreement or at law, the City shall have the following rights and remedies, which are cumulative and not alternative:

(i) to terminate this Lease Agreement by notice to the HPSB;

(ii) to re-enter the Leased Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Leased Premises and store such property at the expense and risk of the HPSB or sell or dispose of such property in such manner as the City sees fit without notice to the HPSB. If the City enters the Leased Premises without notice to the HPSB as to whether it is terminating this Lease Agreement under this sub-Section 12(a)(ii) or proceeding under sub-Section 12(a)(iii) or any other provision of this Lease Agreement, the City shall be deemed to be proceeding under sub-Section 12(a)(iii); and the Lease Agreement shall not be terminated, nor shall there be any surrender by operation of law, but the Lease Agreement shall remain in full force and effect until the City notifies the HPSB that it has elected to terminate this Lease Agreement. No entry by the City shall have the effect of terminating this Lease Agreement without notice to that effect to the HPSB;

(iii) to enter the Leased Premises as agent of the HPSB to do any or all of the following:

(A) relet the Leased Premises for whatever length of time and on such terms as the City, in its discretion, may determine, and to receive the Rent therefor;

(B) take possession of any property of the HPSB on the Leased Premises, store such property at the expense and risk of the HPSB, or sell or otherwise dispose of such property in such manner as the City sees fit without notice to the HPSB;

(C) make alterations to the Leased Premises to facilitate their reletting; and

(D) apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the City with respect to any such reletting or sale, second, to the payment of any indebtedness of the
HPSB to the City other than Rent, and, third, to the payment of Rent in arrears, with the residue to vest with the City;

(iv) to remedy or attempt to remedy any default of the HPSB under this Lease Agreement for the account of the HPSB. No notice of the City's intention to remedy or attempt to remedy such default need be given to the HPSB unless expressly required by this Lease Agreement, and the City shall not be liable to the HPSB for any loss, injury or damages caused by acts of the City in remedying or attempting to remedy such default. The HPSB shall pay to the City all expenses incurred by the City in connection therewith plus twelve percent (12%);

(v) to recover from the HPSB all damages, costs and expenses incurred by the City as a result of any default by the HPSB (including, if the City terminates this Lease Agreement, any deficiency between those amounts which would have been payable by the HPSB for the portion of the Term following such termination and the net amounts actually received by the City during such period of time with respect to the Leased Premises plus twelve percent (12%); and

(vi) to recover from the HPSB the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated Rent.

(b) Distress - Notwithstanding any provision of this Lease Agreement or any provision of any applicable legislation, none of the goods and chattels of the HPSB on the Leased Premises at any time shall be exempt from levy by distress for Rent in arrears or any other event of Default, and the HPSB waives any such exemption. If the City makes any claim against the goods and chattels of the HPSB by way of distress, this provision may be pleaded as an estoppel against the HPSB in any action brought to test the right of the City to levy such distress. the HPSB hereby irrevocably waives and renounces the benefit of any present or future legislation taking away or diminishing the City's right to distrain for Rent or other amounts owing under the Lease Agreement.

(c) Costs - The HPSB shall pay to the City all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the City in enforcing the terms of this Lease Agreement, or with respect to any matter or thing which is the obligation of the HPSB under this Lease Agreement, or in respect of which the HPSB has agreed to insure or to indemnify the City plus twelve percent (12%).

(d) Remedies Cumulative - Notwithstanding any other provision of this Lease Agreement, the City may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the HPSB, either by any provision of this Lease Agreement, by statute or common law, all of which
rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City by statute or common law.

(e) If and whenever an event of Default by the City occurs, then, without prejudice to any other rights which it has pursuant to this Lease Agreement or at law, the HPSB shall have the following rights and remedies, which are cumulative and not alternative:

(i) to terminate this Lease Agreement by notice to the City, provided that the event of Default renders the Leased Premises unusable for the purposes of the HPSB under this Lease Agreement;

(ii) to remedy or attempt to remedy any default of the City under this Lease Agreement for the account of the City. No notice of the HPSB’s intention to remedy or attempt to remedy such default need be given to the City unless expressly required by this Lease Agreement, and the HPSB shall not be liable to the City for any loss, injury or damages caused by acts of the HPSB in remedying or attempting to remedy such default. The City shall pay to the HPSB all expenses incurred by the HPSB in connection therewith plus twelve percent (12%); and

(iii) to recover from the City all damages, costs and expenses incurred by the HPSB as a result of any default by the City plus twelve percent (12%).

(f) Costs - The City shall pay to the HPSB all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the HPSB in enforcing the terms of this Lease Agreement, or with respect to any matter or thing which is the obligation of the City under this Lease Agreement, or in respect of which the City has agreed to insure or to indemnify the HPSB plus twelve percent (12%).

(g) Remedies Cumulative - Notwithstanding any other provision of this Lease Agreement, the HPSB may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the City, either by any provision of this Lease Agreement, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the HPSB by statute or common law.

13. SETTLEMENT OF DISPUTES

(a) Where any dispute arises between the parties hereto as to any matter contemplated by or arising from the terms of this Lease Agreement, proceedings
may be commenced by one party (the “Initiating Party”) giving notice to the other party (the “Responding Party”) specifying the matter in dispute and requesting that it be resolved. Within ten (10) days of receipt of such notice, if the dispute has not been resolved, the parties shall meet and shall consider whether they wish to have the dispute in question resolved by a person generally recognized in the business community as having familiarity with and expertise in the matter which is the subject of the dispute (an “Expert”). At such meeting, if either party is of the view that the dispute should be resolved by an Expert, it may give written notice to the other party to that effect, listing its choice of Expert. If, within twenty (20) days after delivery of such written notice, the parties are able to agree to the use of an Expert for the resolution of the matter in dispute, to the person or persons to be the Expert(s) for such purpose, and as to the time period within which the Expert(s) is (are) to determine such matter, the matter shall be resolved on such basis and the decision of such Expert(s) shall be final and binding on the parties who shall bear equally the costs related to the procedures.

(b) If the parties do not agree to any or all of such items within the prescribed time period, the dispute shall not be resolved by an Expert but shall rather be determined by arbitration in accordance with Sections 13(c) and 13(d) below.

(c) The parties shall attempt to agree upon an arbitration procedure within fifteen (15) days after the expiry of the twenty (20) day period referred to in Section 13(a) above. If the parties cannot agree upon an arbitration procedure within such fifteen (15) day period, either party may, by written notice to the other party, designate an arbitrator. The other party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the first party, and the two (2) arbitrators so appointed shall meet and select a third arbitrator acceptable to both of them. If the two (2) arbitrators so appointed are unable to agree upon a third arbitrator, then the Initiating Party shall make an application to the appropriate court pursuant to the Arbitration Act, 1991 (Ontario) S.O. 1991, Chapter 17, as amended (“Arbitration Act”) for the selection of a third arbitrator, and the provisions of the Arbitration Act shall govern such selection. If the other party fails to appoint an arbitrator within the fifteen (15) day period, then the arbitration will proceed before the arbitrator appointed by the first party who will act as a sole arbitrator.

(d) When the conditions set out in Section 13(c) have been fulfilled, the resulting arbitration panel shall thereupon proceed to set out the procedure for the arbitration, shall hear the submissions of the parties and shall attempt to render a decision within thirty (30) days after the appointment of the final arbitrator or such longer period thereafter as may be required. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and that decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; however, each party shall bear its own witness and counsel fees.
14. **EXPROPRIATION**

If, at any time during the Term, any public body or paramount authority shall take or expropriate the whole or a portion of the Leased Premises, then the following provisions shall apply:

(a) the City, the HPSB, and any mortgagee may exercise fully all the rights, remedies and claims for compensation which each may have under the applicable legislation. The City and the HPSB shall inform each other fully of the claims for compensation made by each of them in the event of any expropriation, shall not claim compensation on any basis inconsistent with this Lease Agreement, and shall afford reasonable co-operation to each other in the prosecution of any proper separate claims. The City and the HPSB shall co-operate with each other regarding any expropriation of the Leased Premises or any part thereof so that each receives the maximum award to which it is entitled at law; and

(b) if such expropriation or compulsory taking does materially affect the HPSB's use or enjoyment of the Leased Premises, then the HPSB may elect to terminate this Lease Agreement by notice to the City within ninety (90) days of the notice of the expropriation and the Term shall terminate on the date upon which the expropriating or taking authority requires possession of the Leased Premises so expropriated or taken. In such case, the City shall be entitled to receive the entire compensation award or settlement, whether fixed by agreement or otherwise, save and except for the portion thereof that is specifically awarded or allocated to the HPSB in respect of the right of the HPSB to occupy and use the Leased Premises for the balance of the Term.

15. **EARLY TERMINATION**

Either the City or the HPSB may terminate this Lease Agreement, at their discretion, upon giving the other party three (3) months' written notice of their desire to terminate in accordance with the Notice provisions set out below.

16. **GENERAL PROVISIONS**

(a) **Mortgage or Disposition of Reversion** - nothing in this Lease Agreement contained shall preclude the City from mortgaging or disposing of the reversion in the Leased Premises.

(b) **Notices** - all notices to be given pursuant to this Lease Agreement shall be sufficiently given if mailed, prepaid and registered:

   (i) in the case of the HPSB, addressed to the HPSB at:
in the case of the City, addressed to the City at:

City of Hamilton
Community Services Department - Culture Division
71 Main Street W
Hamilton ON L8P 4Y5
Attention: Director Culture

with a copy to:

City of Hamilton
71 Main Street W
Hamilton ON L8P 4Y5
Attention: City Clerk

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any such notice shall be deemed to be seventy-two (72) hours after such mailing.

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

(c) Entire Agreement - there are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease Agreement; save as expressly set out or incorporated by reference herein, and this Lease Agreement constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease Agreement shall be binding unless the same shall be in writing and signed by the parties hereto, and shall be interpreted according to the laws of the Province of Ontario.

(d) Successors and Assigns - The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the City hereunder.
(e) **Severability** - if any Article or Section or part or parts of an Article or Section in this Lease Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease Agreement and the remaining provisions of this Lease Agreement shall remain in full force and effect and shall be binding on the City and the HPSB as though such Article or Section or part or parts thereof had never been included in this Lease Agreement.

(f) **Captions and Headings** - the captions appearing at the headings of the Articles or Sections in this Lease Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease Agreement or any of its provisions.

(g) **Non-waiver** - any condoning, excusing or overlooking by a non-defaulting party of any default, breach or non-observance by the defaulting party at any time or times of any covenant, proviso or condition herein contained shall not operate as a waiver of the non-defaulting party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor defeat or affect in any way the rights of the non-defaulting party hereunder in respect of any such continuing or subsequent default, breach or non-observance and all rights or remedies herein contained on the part of the non-defaulting party shall be deemed to be cumulative and not alternative. The subsequent acceptance of Rent by the City shall not be deemed a waiver of any preceding breach by the HPSB of any term, covenant or condition regardless of the City's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the HPSB to the City hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the HPSB hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

(h) **Force Majeure** - notwithstanding any other provision contained herein, in the event that either the City or the HPSB should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds (such reasons collectively referred to as "Force Majeure"), then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section shall not under any circumstances operate to excuse the HPSB from prompt payment of Rent and/or any other charges payable under this Lease Agreement.
(i) **Acknowledgment** - the parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as may be necessary or desirable to carry out the provisions and intention of this Lease Agreement.

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

**HAMILTON POLICE SERVICES BOARD**
Signed for and on behalf of the Hamilton Police Services Board by:

Signed ___________________________ Signed ___________________________
Name: Bruce Pearson
Title: Chair
Name: Lois Morin
Title: Administrator

Date ___________________________ Date ___________________________

**CITY OF HAMILTON**
Signed for and on behalf of the City of Hamilton by:

Signed ___________________________ Signed ___________________________
Name: Fred Eisenberger
Title: Mayor
Name: Rose Caterini
Title: City Clerk

Date ___________________________ Date ___________________________

Authorized by Item No. _, Report No. _, of X Emergency and Community Services Committee, passed by Council on the day of _, 2010.

File Number:
Schedule “A”

Attached to and forming a part of this Lease Agreement between the Hamilton Police Services Board and the City of Hamilton,

Sketch of Leased Premises:
Schedule “B”

Attached to and forming a part of this Lease Agreement between the Hamilton Police Services Board and the City of Hamilton,

Historic Structures Report prepared by Craig Sims
Schedule “C”

Attached to and forming a part of this Lease Agreement between the Hamilton Police Services Board and the City of Hamilton,