EMERGENCY & COMMUNITY SERVICES COMMITTEE
REPORT 10-003

1:30 p.m.
Wednesday, March 3, 2010
Hamilton Convention Centre
1 Summers Lane
Albion Room
Hamilton, Ontario

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

Also Present: J. Priel, General Manager, Community Services
B. Browett, Acting General Manager, Hamilton Emergency Services
T. Tollis, City Treasurer
J. Kay, Acting Director, Culture
D. Brodati, Policy & Program Specialist, Social Housing
J. Xamin, Senior Project Manager, Operational Strategies
L. Huibers, Executive Director, Housing Help Centre
A. Ochnik, Rooming House Coordinator, Housing Help Centre
S. Paparella, Legislative Assistant, City Clerk’s Office

THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 10-003 AND RESPECTFULLY RECOMMENDS:

1. Social Housing Renovation and Retrofit Program Update (CS09060(a)) (City Wide) (Item 5.1)

That Report CS09060(a) – Social Housing Renovation and Retrofit Program Update, be received.

2. Roomers and Boarders – Rooming House Coordinator (PED05125(d)/SPH05066(d)) (City Wide) (Item 5.2)

That Report PED05125(d)/SPH05066(d) Roomers and Boarders – Rooming House Coordinator, be received.

Council – March 10, 2010
3. Transformation of Employment Ontario (CS10022) (City Wide) (item 5.3)
   
   (a) That Report CS10022 – Transformation of Employment Ontario, be received.
   
   (b) That the Mayor correspond with the Minister of Training Colleges and Universities to request that the Minister or his designate come to Hamilton to explain the rationale, behind the Ministry’s decision respecting the Transformation of Employment Ontario; and, to consult with Hamilton employment agencies, the City of Hamilton, and citizens, prior to finalizing Employment Ontario delivery mechanisms in Hamilton.

4. 2010 Hamilton Civic Golf Course Rates & Fees Schedule (CS10017) (Wards 1 and 5) (Item 8.1)
   
   (a) That the 2010 Rates and Fees Schedule for the Hamilton Civic Golf Courses, attached as Appendix A to Report 10-003, to be effective March 11, 2010, be approved; and,
   
   (b) That future proposed golf rate and fee increases be included as part of the Corporate User Fees and Charges for Services, Activities or the Use of Property Report.

5. "Red Friday" Events (CS10018) (City Wide) (Item 8.2)
   
   (a) That the report, prepared by Carrie Brooks-Joiner, Carrie Brooks-Joiner and Associates, respecting Red Fridays and Troop Recognition (attached as Appendix “A” Report CS10018), be received.
   
   (b) That the Director of Culture be directed disseminate information to appropriate community organizations regarding the Red Friday’s campaign and provide guidance, when requested, to Red Friday community event organizers.
   
   (b) That the Hamilton Veterans’ Committee be directed purchase a Support the Troops banner, for display at appropriate veterans’ events at a cost of $65, to be funded from the Veterans’ Committee 2010 budget.

6. Mohawk 4Ice Centre Operating and Maintenance Agreement (CS10020) (Ward 6) (Item 8.3)
   
   (a) That the proposed amendments to the Operating and Maintenance Agreement for the Mohawk 4Ice Centre (attached as Appendix B to Report 10-003), be approved; and,
(b) That the Mayor and City Clerk be authorized and directed to execute the Operating and Maintenance Amending Agreement for the Mohawk 4Ice Centre (attached as Appendix B to Report 10-003).

7. Mohawk 4Ice Operating Letter of Credit (CS10019) (Ward 6) (Item 8.4)

(a) That the correspondence from Hamilton Arena Partners (attached as Appendix A to Report CS10019), requesting removal of the requirement for Hamilton Arena Partners Inc. to provide the City of Hamilton with a letter of credit in the amount of $150,000, as per Article 3.17 of the Mohawk 4 Ice Centre Operating and Maintenance Agreement, be received.

(b) That staff be directed to return the Letter of Credit, in the amount of $150,000, which is currently held by the City of Hamilton, as per Article 3.17 of the Mohawk 4 Ice Centre Operating and Maintenance Agreement, to the Hamilton Arena Partners Inc.;

(c) That staff be directed to transfer $150,000 from the Four Pad Arena Capital Reserve to the Mohawk 4Ice Arena Operating Stabilization Reserve #110049.

8. City of Hamilton Recreation Infrastructure Renewal – Facility Closure (CS10023) (City Wide) (Item 8.5)

That Report CS10023 - City of Hamilton Recreation Infrastructure Renewal – Facility Closure, be received.

FOR THE INFORMATION OF COUNCIL:

(a) CHANGES TO THE AGENDA (Item 1)

There were no changes to the agenda.

The agenda for the March 3, 2010 Emergency & Community Services Committee meeting was approved, as presented.

(b) DECLARATIONS OF INTEREST (Item 2)

There were none declared.
(c) **APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)**

3.1 February 17, 2010

The Minutes of the February 17, 2010 Emergency & Community Services Committee budget meeting were approved, as presented.

(d) **Roomers and Boarders – Rooming House Coordinator (PED05125(d)/SPH05066(d)) (City Wide) (Item 5.2)**

Joe Xamin, Senior Project Manager, Operational Strategies, introduced Larry Huibers, Executive Director of the Housing Help Centre, and Anna Ochnik, Rooming House Coordinator, to members of Committee.

(e) **Mr. Shane Coleman, of the Hamilton Farmers’ Market, respecting Proposed 2 Hour Free Parking at the Hamilton Farmers’ Market during Renovations (Item 6.1)**

Mr. Coleman’s comments included, but were not limited to, the following:

- Proposal is to transfer the budgeted funds allotted for garbage removal and have them used to purchase free parking for the market’s customers.
- Currently the garbage collection is costing $70000 per annum.
- 10 years ago the garbage collection was not a cost covered by the budget.
- Other markets do not offer garbage services.
- Majority of business on the market do not use garbage services.
- Flowers, bread, crafts and farmers do not use this service.
- Asking for basic service of one black garbage bag per business per day.
- Remainder of waste – cardboard, plastic and organic will be removed by vendors.
- Savings of removal, savings in cleaning supplies and man power.
- By not subsidizing garbage this will clean up the quality on the market.
- Asking for the City of Hamilton to extend the free parking to the market by freeing up the budget currently used for garbage service and using that money to purchase free parking for the Hamilton Farmers Market valued customers.

The presentation provided by Shane Coleman, of the Hamilton Farmers’ Market, respecting Proposed 2 Hour Free Parking at the Hamilton Farmers’ Market during Renovations, was received.

The presentation was referred to staff, with a copy to the Ward 2 Councillor, for review and a report back to the Emergency & Community Services Committee.
(f) Advisory Committee Minutes (Items 5.4)

That the following Advisory Committee Minutes be received:

(i) Food, Shelter and Housing Advisory Committee Minutes, September 10, 2009 (Item 5.4)

(ii) Food, Shelter and Housing Advisory Committee Minutes, October 8, 2009 (Item 5.5)

(iii) Tenant Advisory Committee Minutes, December 11, 2009 (Item 5.6)

(iv) Hamilton Veteran’s Committee Minutes, January 12, 2010 (Item 5.7)

(g) Transformation of Employment Ontario (CS10022) (City Wide) (item 5.3)

The following motion was put forward by Councillor B. McHattie, and the recommendation is shown as Item 3(b) above:

Whereas, the decision by Ministry of Colleges and Universities in choosing specific Hamilton employment training organizations over others, causing significant gaps in service delivery.

Whereas, that Employment Ontario outcomes are in divergent contrast to community-development and supported plans (i.e. settlement strategies for newcomers); and,

Whereas, the Province of Ontario’s decision has created confusion for agencies and service recipients, and has resulted in questions regarding boundaries and accountability; and,

Whereas the Province has not explained their rationale nor undertaken discussions on the impacts of their decision;

Therefore be it resolved:

That the Mayor correspond with the Minister of Training Colleges and Universities to request that the Minister or his designate come to Hamilton to explain the rationale, behind the Ministry’s decision respecting the Transformation of Employment Ontario; and, to consult with Hamilton employment agencies, the City of Hamilton, and citizens, prior to finalizing Employment Ontario delivery mechanisms in Hamilton.
(h) Amendments to the Outstanding Business List (Item 11):

(a) The proposed new due dates for the following Emergency & Community Services Committee’s Outstanding Business List Items were approved:

(i) Item “B” – Campaign for Adequate Welfare
   Current Due Date: March 3, 2010
   Proposed New Due Date: April 21, 2010

(ii) Item “I” – Lesbian, Gay, Bisexual, Transgender and Queer Needs Assessment
    Current Due Date: March 3, 2010
    Proposed New Due Date: April 7, 2010

(iii) Item “N” – Benefits of Green Roofs and Living Walls
    Current Due Date: March 24, 2010
    Proposed New Due Date: April 7, 2010

(i) ADJOURNMENT (Item 13)

    There being no further business, the Emergency & Community Services Committee meeting adjourned at 2:20 p.m.

    Respectfully submitted,

    Councillor R. Pasuta, Chair
    Emergency & Community Services Committee

Stephanie Paparella
Legislative Assistant
March 3, 2010
Hamilton Civic Golf Courses
2010 Proposed Rates & Fee Schedule

MEMBERSHIPS

King’s Forest:

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Chedoke (Beddoe/Martin):

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Chedoke (Martin only):

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- Rates & Fees effective March 11, 2010
- * HST at 13% effective July 1, 2010 and is not included in the fees.
Appendix “A” to Item 4 of E&CS Report 10-003
Page 2 of 3

City Wide:

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GREEN FEES

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Chedoke – Beddoe:

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Chedoke – Martin:

- Rates & Fees effective March 11, 2010
- * HST at 13% effective July 1, 2010 and is not included in the fees.
• Rates & Fees effective March 11, 2010
• * HST at 13% effective July 1, 2010 and is not included in the fees.
SECOND OPERATING AND MAINTENANCE AMENDING AGREEMENT

THIS AGREEMENT made in quadruplicate this ___ day of ___, 2010.

BETWEEN:

CITY OF HAMILTON,

a body corporate, under the City of Hamilton Act, 1999 (Ontario)

(Hereinafter referred to as the “City”)

OF THE FIRST PART

-and-

HAMILTON ARENA PARTNERS INC.,

a body corporate under the Business Corporations Act (Ontario).

(Hereinafter referred to as “HAP”)

OF THE SECOND PART

WHEREAS the City and HAP entered into an Operating and Maintenance Agreement dated the 5th day of March, 2004 (the “OMA”) wherein the City appointed HAP as Manager of the Facility and Facility Lands, as described in the OMA and municipally known as 710 Mountain Brow Blvd., Hamilton, Ontario (the “Mohawk Sports Park”) upon the terms and conditions set out therein for an initial term of ten (10) years commencing on the 5th day of March, 2004 and expiring on the 4th day of March, 2014 (attached hereto as Schedule “A”);

AND WHEREAS the City and HAP did enter into an Operating and Maintenance Amending Agreement (hereinafter called the “Amending Agreement”) dated April 13, 2007 (attached hereto as Schedule “B”);

AND WHEREAS the City and HAP have agreed to further amend the terms of the OMA as hereinafter provided;

AND WHEREAS on the XX day of XXX, 2010 the Council of the City approved Item XX of the Emergency & Community Services Committee Report No. 10-0XX and thereby authorized a further Amending Agreement of the OMA.
NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The terms of the said OMA and Amending Agreement, save as amended herein, shall apply to and be binding upon the parties herein.

2. Effective as of the date of this Agreement, the parties agrees that the terms of the OMA, together with the terms of the Amending Agreement, shall be further amended as follows:

   (a) Section 3.11 of the OMA, which reads “five members” shall be amended to read “three (3) members”.

   (b) Section 3.13 of the OMA is hereby deemed to be deleted in its entirety.

   (c) Section 3.16(1) of the OMA is hereby deemed to be amended by deleting “after the First Fiscal Period”.

   (d) Section 3.16(2) of the OMA is hereby deemed to be deleted in its entirety.

   (e) Section 5.1 of the OMA, which reads “ninety (90) days, prior to the commencement” shall be amended to read “the prior commencement”.

   (f) Section 5.2 of the OMA, which reads “twenty (20) days” shall be amended to read “thirty (30) days”.

3. Except as otherwise specifically amended by this Second Operating and Maintenance Amending Agreement, all terms, covenants and conditions contained in the OMA and Amending Agreement shall apply to this Second Operating and Maintenance Amending Agreement and shall remain unchanged and shall remain in full force and effect and the OMA, Amending Agreement and this Second Operating and Maintenance Amending Agreement shall hereinafter be read together and shall have effect so far as practicable as though the provisions thereof and hereof are contained in one (1) agreement.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, as permitted herein, their respective heirs, administrators, personal representatives, executors, successors and assigns.

5. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement and the provisions of this Agreement shall, if alternative
interpretations are applicable, be construed so as to preserve the enforceability of this Agreement.

6. 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 Agreement.

7. No amendment, variation, or other modification to this Agreement shall be valid or binding upon the parties unless the same is in writing.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto, and each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of Ontario.

*************

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 ARENA PARTNERS INC.
Signed for and on behalf of Hamilton Arena Partners Inc. by:

Signed _______________________________ Signed _______________________________
Name: Ben Sproule Name: Ed Pavao
Title: President Title: General Manager,
Mohawk 4Ice Centre

Date _____________________________ Date ___________________________
“I/we have authority to bind the corporation.” “I/we have authority to bind the corporation.”

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

Signed _______________________________ Signed _______________________________
Name: Fred Eisenberger Name: Kevin C. Christenson
Title: Mayor Title: City Clerk

Date _____________________________ Date ___________________________