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

Also Present:
J. Priel, General Manager, Community Services
J. Kay, Chief/General Manager, Hamilton Emergency Services
B. Browett, Director, Emergency Medical Services
Dr. Michael Schuster, MD, FRCPC, Emergency Medicine
D. LaPointe-Kay, Director, Recreation
C. Murray, Director, Housing
V. Woodcox, Administrator, Homes for the Aged
B. Neill, Manager, Municipal Service Centres
S. Paparella, Legislative Assistant, City Clerk’s Office

THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 08-012 AND RESPECTFULLY RECOMMENDS:

1. Seniors Advisory Committee Meeting Minutes, July 4, 2008 (Item 5.2)
   That the Seniors Advisory Committee meeting Minutes, dated July 4, 2008, be received.

2. Arts Advisory Commission Meeting Minutes, dated May 27, 2008 (Item 5.3)
   That the Arts Advisory Commission meeting Minutes, dated May 27, 2008, be received.

3. Arts Advisory Commission Meeting Minutes, dated July 22, 2008 (Item 5.4)
That the Arts Advisory Commission meeting Minutes, dated July 22, 2008, be received.

4. **Hamilton Historical Board Meeting Minutes, dated May 13, 2008 (Item 5.5)**

That the Hamilton Historical Board meeting Minutes, dated May 13, 2008, be received.

5. **Hamilton Historical Board Meeting Minutes, dated June 10, 2008 (Item 5.6)**

That the Hamilton Historical Board meeting Minutes, dated June 10, 2008, be received.

6. **Code Zero Report from January to July 2008 (HES08006(b)) (City Wide) (Item 5.7)**

That Report HES08006(b) – Code Zero Report from January to July 2008, be received.

7. **New 100% Funded Positions at Macassa and Wentworth Lodges (ECS08040) (City Wide) (Item 5.8)**

   (a) That an increase of the Registered Practical Nurse complement, by 4.8 Full-Time Equivalents to provide additional nursing care at Macassa and Wentworth Lodges; to be 100% funded through the Ministry of Health and Long-Term Care, be approved.

   (b) That an increase of the staff complement, by 1.54 Full-Time Equivalents for Macassa Lodge’s Adult Day Program; to be 100% funded through the Ministry of Health and Long-Term Care, be approved.

8. **Ontario Drug Benefit Program Rebate (ECS08043) (City Wide) (Item 5.9)**

That the $243,844 rebate, provided by the Ministry of Community and Social Services from the Ontario Drug Benefit Program, is to be applied first to offset any year end departmental deficit and any remainder is to be applied to the reserve.

9. **Hamilton Historical Board – Annual Presentation (Item 7.1)**

Council – September 24, 2008
That the Hamilton Historical Board’s annual presentation to the Emergency & Community Services Committee be received.

10. **Seniors Advisory Committee – Annual Presentation (Item 7.2)**

That the Seniors Advisory Committee’s annual presentation to the Emergency & Community Services Committee be received.

11. **Hamilton Historical Board – Council Representation on the Hamilton Historical Board (08-002) (City Wide) (Item 8.1)**

(a) That Councillor Russ Powers be appointed to the Hamilton Historical Board for the balance of the 2006 – 2010 term of Council.

(b) That the Mandate and Guidelines of the Hamilton Historical Board be amended to include the following:

(i) The Hamilton Historical Board is made up of fifteen (15) members. One of the fifteen (15) members shall be a member of the current City Council.

12. **Hamilton Historical Board – Where They Worshipped: Copetown United Church Plaque (08-003) (Wards 12 and 14) (Item 8.2)**

That the wording for the “WHERE THEY WORSHIPED” Copetown United Church congregation plaque, hereto attached and marked as Appendix A to Report 08-012, be approved.

13. **Hamilton Historical Board – Approval for Designated Property Plaques Text (08-004) (Wards 2, 11 and 12) (Item 8.3)**

That the wording for designated property plaques, hereto attached and marked as Appendix B to Report 08-012, be approved.

14. **Standardization of Paramedic and Firefighter Defibrillators (HES08013) (City Wide) (Item 8.4)**

(a) That the Chief/General Manager of Hamilton Emergency Services, or his designate, be authorized and directed to purchase paramedic and firefighter electrocardiogram monitor defibrillators from Zoll Medical Corporation for 2008 through 2012.

Council – September 24, 2008
(b) That the Chief/General Manager of Hamilton Emergency Services, or his designate, be authorized and directed to purchase the City-wide public access defibrillators from Zoll Medical Corporation for 2008 through 2012.

(c) That staff be directed and authorized to negotiate a “house account” for the supply of any replacement parts of the standardized electrocardiogram monitor defibrillators and public access defibrillators, as well as any maintenance contracts, as required, with the manufacturer; Zoll Medical Corporation.

(d) That staff be directed to investigate, prior to the end of 2012, the capabilities of other electrocardiogram monitor defibrillator and public access defibrillator manufacturers to determine if a competitive process would be appropriate, at that time.

15. Update on the Homelessness Partnership Initiative (ECS08041) (City Wide) (Item 8.5)

(a) That the Mayor, on behalf of City Council, correspond with the Federal Minister of Human Resources and Social Development Canada to advocate for continued and uninterrupted funding through the Homelessness Partnership Initiative.

(b) That the Federal Government also be requested to commit to ongoing federal funding for homelessness services.

(c) That a copy of the approved Council resolution be provided to the Federation of Canadian Municipalities, the Association of Municipalities of Ontario, the Ministry of Community and Social Services, the Ontario Municipal Social Services Association and all local MPs and MPPs.

16. Vancouver Organizing Committee (VANOC 2010) for the 2010 Olympic Games Torch Relay (ECS08036/PED08190) (City Wide) (Item 8.6)

(a) That the City of Hamilton agree to be a host community for the Olympic Games Torch Relay.

(b) That the Mayor and City Clerk be authorized and directed to execute the Terms and Conditions Agreement (attached as Appendix “C” to Report 08-012) between the City of Hamilton and the Vancouver Organizing Committee, in order to be a Celebration Community for the 2010 Olympic Games Torch Relay, in a form satisfactory to the City Solicitor.
(c) That the Terms and Conditions Agreement (attached as Appendix “C” to Report 08-012) be completed, signed and returned to the Vancouver Organizing Committee.

(d) That, if selected as a host Celebration Community, staff be directed to establish a 2010 Olympic Games Local Community Task Force comprised of staff and community stakeholders to oversee the planning and implementation of the 2010 Olympic Games Torch Relay.

(e) That the Terms of Reference for the 2010 Olympic Games Local Community Task Force, attached as Appendix “D” to Report 08-012, be approved.

(f) That a one-time only budget, in an amount not to exceed $50,000, be funded in 2009 from the Tax Stabilization Reserve, in order to support the costs associated with staging the 2010 Olympic Games Torch Relay in Hamilton.

17. Interview Sub-Committee Report 08-002 (Item 8.7)

That the following three (3) applicants be appointed to the Arts Advisory Commission for the balance of the 2006 to 2010 term of Council or until such time as successors are appointed by Council:

a. Sky Gilbert
b. Ingrid Mayrhofer
c. Anne Cibola

18. Assignment and Assumption Agreement for Trieste Bocce Association (ECS08044) (Ward 7) (Item 8.8)

(a) That the Mayor and City Clerk be authorized and directed to execute an Assignment and Assumption Agreement, in a final form satisfactory to the City Solicitor (draft attached as Appendix A to Report ECS08044) with Trieste Bocce Association to transfer a donated tent structure for the William Bethune Park Bocce Courts; and,

(b) That in the future, delegation of authority be granted to the General Manager of Community Services for Assignment and Assumption Agreements related to sport, recreation, art and culture structures and equipment that are donated and benefit residents and the greater public good.
19. **Citizen Appointment to the Gay, Lesbian, Bisexual and Transgender Advisory Committee**

That Christina Tedesco be appointed to the Gay, Lesbian, Bisexual and Transgender Advisory Committee for the balance of the 2006-2010 term of Council or until such time as a successor is appointed by Council.

20. **Maggie Hughes respecting the Benefits of Green Roofs and Living Walls (Item 6.2)**

(a) That the General Manager of Community Services be directed to investigate, in collaboration with the appropriate Departments, the feasibility and costs associated respecting green roofs and living walls for the following, and report back to the Emergency & Community Services Committee:

- **Planning and Development Department:**
  - Marketing in new buildings.

- **Public Works Department:**
  - Incentive programs through the Water and Wastewater Division;
  - Addressing global warming issues;
  - Incorporating into multiple urban sprawl areas;
  - Investigate energy benefits; and,
  - How could green roofs/walls assist in flood prevention.

- **CityHousing Hamilton Board:**
  - To investigate the feasibility and costs associated to provide green roofs and/or walls in new and existing buildings.

(b) That staff be directed to investigate, on a project by project basis, the feasibility and costs associated with having green roofs incorporated into all new and existing City facilities.
FOR THE INFORMATION OF COMMITTEE:

(a) CHANGES TO THE AGENDA (Item 1)

The Committee Clerk noted the following changes to the agenda:

(i) Item 5.1 - Seniors Advisory Committee Meeting Minutes, dated May 2, 2008, does not need to be received at the September 17, 2008 meeting, as they were already addressed at the September 3, 2008 meeting.

(ii) Added to Item 7.1 – a page illustrating the Hamilton Historical Board’s website, which is an addition to the original presentation in your agenda.

(iii) Added as item 8.8, Report ECS08044 – Assignment and Assumption Agreement for Trieste Bocce Association (Ward 7)

(iv) Added as Item 9.1 – a Motion respecting a Citizen Appointment to the Gay, Lesbian, Bisexual and Transgender Advisory Committee

(v) Items 11.1(f) and 11.1(g) – Proposed new due date shows on the agenda as October 22, 2008 for both Items. Staff is requesting that both dates be changed to December 3, 2008.

(vi) Chief Kay wishes to introduce Dr. Michael Shuster, MD, FRCPC, Emergency Medicine

The Agenda for the September 17, 2008 Emergency & Community Services Committee was approved, as amended.

Chief Jim Kay introduced Dr. Michael Shuster, MD FRCPC, and then turned the floor to Brent Browett who provided a history of Dr. Shuster achievements noting that:

- Dr. Shuster is a specialist Emergency Physician; currently practicing at Mineral Springs Hospital in Banff, Alberta.
- Has been a volunteer for the Heart and Stroke Foundation of Canada (HSFC) since 1988.
- Served as a member of the National Advanced Cardiac Life Support Subcommittee, the National Emergency Cardiac Care Committee, Chaired the Emergency Cardiac Coalition and the Policy Advisory Committee on Resuscitation.
- Currently the HSFC representative on the International Liaison Committee on Resuscitation, and the HSFC liaison to the American Heart Association’s Advanced Cardiac Life Support Committee.
• Former Head of Emergency Services and McMaster University, University Medical Centre in Hamilton, as well as the Hamilton Base Hospital Medical Director.
• Dr. Shuster has also conducted and published research on pre-hospital care, automated defibrillation and emergency cardiac care among other subjects.

Dr. Shuster is currently in Hamilton to attend, with Hamilton Emergency Services, the discussions between the CEOs of Hamilton Health Sciences, St. Joseph's Healthcare Centre, Hamilton Emergency Medical Services and the Provincial Central Ambulance Communications Centres respecting the proposed restructuring of Hamilton Health Sciences.

(b) DECLARATIONS OF INTEREST (Item 2)

There were none declared.

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

3.1 September 3, 2008

The Minutes of the September 3, 2008 meeting of the Emergency & Community Services Committee were approved, as presented.

(d) Seniors Advisory Committee Meeting Minutes, May 2, 2008 (Item 5.1)

The Seniors Advisory Committee meeting Minutes of May 2, 2008 were addressed at the September 3, 2008 meeting of the Emergency & Community Services Committee. Therefore, no action was required at this meeting.

(e) Peter Page, President, Hamilton & District Injured Workers’ Group respecting Social Services Matters (Item 6.1)

That, in the absence of Peter Page, this matter be tabled to a future meeting when Mr. Page is able to attend.
(f) Maggie Hughes respecting the Benefits of Green Roofs and Living Walls (Item 6.2)

Maggie Hughes provided a presentation respecting the Benefits of Green Roofs and Living Walls, and requested that Council consider utilizing these methods on existing and future municipal development within the City of Hamilton.

The presentation by Maggie Hughes respecting the Benefits of Green Roofs and Living Walls was received.

(g) Hamilton Historical Board – Annual Presentation (Item 7.1)

Mr. Walter Peace, Chair of the Hamilton Historical Board (HHB), provided Committee with a PowerPoint presentation illustrating the most recent achievements of the HHB. A few of the achievements of the HHB from 2006-2008 are:

- Overseeing Hamilton’s museums;
- HHB members volunteer at museums and community events;
- Research and composition of commemorative, designation and specialty plaques; and,
- Educating the community.

Some of the upcoming HHB projects, to name only a few, are:

- Bringing Hamilton history and heritage to classrooms;
- Dundurn Renaissance project;
- Hamilton and Scourge project; and,
- The 150th anniversary of the first Royal visit to Hamilton in 2010.

Complete copies of the presentation are available on line at the City’s web site.

(h) Seniors Advisory Committee – Annual Presentation (Item 7.2)

Mr. Ron Smithson advised Committee that the Seniors’ Advisory Committee currently has eleven (11) members and meets the first Friday of each month. Since their appointment in June 2007, many issues have been discussed. The following are some issues/actions that have been undertaken by the Committee over the past year:

- Attended the Hamilton Transportation Summit (April 2008)
- Attended Hamilton Health Sciences Rehab and Ontarians with Disability Advisory Council Meeting (November 22 2007)
• Delivering Opportunities for Ontario Renters (DOOR) Program (November 2007)
• High Floor – Low Floor Buses
• Heat Alert Planning Process
• City Housing – Provided a Presentation on behalf of the Seniors’ Advisory Committee to the CityHousing Hamilton Board of Directors
• Ontario Senior Games Association to increase the active sports and reduce the passive sports in Senior Games – Letter to Minister apposing decrease in passive sports.
• Poverty Roundtable – Invitation received for Representation on Policy Committee
• Attended Aging at Home Strategy meeting - HNHB LHIN- (October 2007)
• New Horizons for Seniors – Grant for $22,500 received in December 2007 DVD completed for presentation during Seniors Month (June 2008)

(i) Outstanding Business List Items Requiring Approval for Proposed New Due Dates (Item 11.1)

The proposed new due dates for the following Emergency & Community Services Committee Outstanding Business items were approved, as shown below:

(a) Item “B” – Roomers and Boarders
  Current Due Date: September 17, 2008
  Proposed New Due Date: October 14, 2008 – Committee of the Whole

(b) Item “C” - City’s Strategy to Manage Greenspace and Open Space Deficiencies
  Current Due Date: September 17, 2008
  Proposed New Due Date: October 22, 2008

(c) Item “F” – Farmers’ Market – Implications of Operating the Market by an Independent Operator
  Current Due Date: September 17, 2008
  Proposed New Due Date: October 22, 2008

(d) Item “G” – Farmers’ Market – Costing and Temporary Relocation
  Current Due Date: September 17, 2008
  Proposed New Due Date: December 3, 2008

(e) Item “L” – Feasibility of Moving Staff to First Place
  Current Due Date: September 17, 2008
  Proposed New Due Date: October 8, 2008

(f) Item “T” – Squash Courts at Chedoke Golf Club
  Current Due Date: September 17, 2008
Proposed New Due Date: December 3, 2008

(g) Item “U– Ancaster Little League – Hosting for 2010 Canadian Little League Championships
Current Due Date: September 17, 2008
Proposed New Due Date: December 3, 2008

(h) Item “W” – Call for Action – Recreation, Parks and Sport Infrastructure Funding
Current Due Date: September 17, 2008
Proposed New Due Date: December 3, 2008

(j) PRIVATE & CONFIDENTIAL - Updated Organizational Structure (verbal update) (Item 12.1)

The Committee moved into Closed Session, at 3:00 p.m., to hear Item 12.1 respecting the updated organizational structure, pursuant to Section 8.1, Sub-section (b) of the City's Procedural By-law 03-301, and Section 239, Sub-section (b) of the Ontario Municipal Act, 2001, as the subject matter pertains to personal matters about an identifiable individual, including municipal or local board employees.

Committee had reconvened in Open Session at 3:10 p.m. No staff direction or resolution was provided.

(k) ADJOURNMENT (Item 13)

There being no further business, the Emergency & Community Services Committee adjourned at 3:15 p.m.

Respectfully submitted,

Councillor T. Jackson, Chair
Emergency & Community Services Committee

Stephanie Paparella
Legislative Assistant
September 17, 2008

Council – September 24, 2008
Where They Worshipped (1808 – 2008)

In 1794, William Cope and his family were the first settlers arriving in what is now the Copetown area. The first worship services were held in settlers’ homes. In 1808, these settlers joined a large circuit of parishes with William Case as minister. William Cope’s son Conradt, a layman who assisted Reverend Case, was known to the parishioners as the “father of our congregation” for his efforts to bring the settlers together.

A white frame church was built in 1828 where the Copetown Cemetery is located. It served the community until 1855 when construction by the Great Western Railway threatened the structural integrity of the building. In 1859, a new red brick building was erected some distance from the noisy, rumbling trains and a few yards southwest of the present church. That church served until 1908 when it was decided that the building was too small to accommodate the growing membership. The cornerstone for the current church was laid in 1908, and the congregation has worshiped in this building since that time.

In earlier years, Copetown was part of many different church circuits including six townships. It took several weeks for the ministers to complete a circuit. With the coming of Church Union in 1925, the Copetown Methodist Church became part of the United Church of Canada. In 1935, Copetown and Rockton became a joint charge under one minister.

Hamilton Historical Board 2008
City of Hamilton

Word count: 241

Source Material: Memorial Day to the Pioneers of Copetown United Church, 1933.

Additional source: Pioneers of Beverly for arrival of Cope family is

7 July 2008 Approved by Copetown United Church representative, Jo Anna Lawson
8 July 2008 Approved by Joint Plaquing Sub-committee
15 July 2008 Approved by Hamilton Historical Board
1. 2007 By-law 08-003 – 1059 Highway 8 (Stoney Creek)
   1888
   CARPENTER HOUSE
   2 ½ STORY RED BRICK HOME
   QUEEN ANNE REVIVAL STYLE

2. 2007 By-law 07-152 – 209 – 211 James Street South (Hamilton)
   1888-1889
   209-211 JAMES STREET SOUTH
   2 STOREY BRICK HOMES
   HIGH VICTORIAN RESIDENTIAL STYLE

3. 2003 By-law 03-052 – 163 Jackson Street West (Hamilton)
   1850
   PINEHURST
   2 1/2 STORY LIMESTONE HOME
   NEO-CLASSICAL PRE-CONFEDERATION STYLE
   TRANSFORMED INTO A
   SECOND EMPIRE RESIDENCE c1875

4. 2003 By-law 03-046 – 537 Carluke Road West (Ancaster)
   1866
   JAMES ADAM CALDER HOUSE
   1 ½ STORY LIMESTONE
   GOTHIC REVIVAL PRE-CONFEDERATION STYLE
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 13th day of May 2007 (this “Agreement”)

Between:

CITY OF HAMILTON

(the "City")

OF THE FIRST PART

- and -

TRIESTE BOCCE ASSOCIATION

("TRIESTE")

OF THE SECOND PART

WHEREAS the City owns the Trieste Bocce Facility (the “Facility”) located at Bethune Park, Hamilton, ON. The facility was constructed under Contract No. C11-127-03;

AND WHEREAS TRIESTE utilizes the Facility;

AND WHEREAS TRIESTE obtained the necessary funds and permits to construct a tent structure at the Facility;

AND WHEREAS TRIESTE desires to transfer and donate the tent structure to the City;

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:

1.01 The undersigned TRIESTE, an association, (the “Assignor”) does hereby grant, assign and convey to and in favour of City, the full post office address of whose principal office of place of business is City of Hamilton, City Centre, 77 James Street North, Suite 220 Hamilton, ON, L8R2K3 (the "Assignee"), all the right, title and interest, including all goodwill arising therefrom, which the Assignor may have acquired or has acquired in the structure which is further identified in Schedule "A" (the “Tent Structure”).

2.01 The Assignee accepts this Assignment.

3.01 The Assignor covenants, promises and agrees with the Assignee that the Assignor is now rightfully in title to the sold, assigned and transferred Tent Structure and that the Assignor now has in it good right, title and authority to sell, assign and transfer to the Assignee, its successors and assigns, according to the true intent and meaning of these presents and that
the Assignee shall immediately after execution and delivery have possession of and may from time to time and at all times peaceably and quietly have, hold, possess and enjoy the same and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Assignor or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatsoever and the Assignor agrees to waive, release absolutely, defend, indemnify and save harmless the Assignee, its employees, officials, successors, contractors and agents the Assignee with respect thereto.

4.01 Any notice or other documents required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid, registered mail, electronic mail or sent by facsimile addressed to the party to whom it is to be given at the address shown below or at such other address or addresses as the party to whom such writing or document is to be given shall have last notified the other party in accordance with the provisions of this paragraph:

(a) In the case of the City:

Office of the City Clerk  
City of Hamilton  
City Centre  
77 James Street North, Suite 220  
Hamilton, ON L8R 2K3

Fax: 905.546.2095

(b) In the case of TRIESTE:

Victor DiSimoni  
546 Di Cenzo Drive  
Hamilton, ON L9B 2C3

Phone #: 905-383-3031

4.02 Any such notice or other document shall:

(a) if delivered, to be deemed to have been given and received at the place of receipt on the date of delivery, provided that if such date is a day other than a business day in the place of receipt, such notice or document shall be deemed to have been given and received at the place of receipt on the first business day in the place of receipt thereafter;
(b) if transmitted by facsimile, be deemed to have been given and received at the place of receipt on the next business day in the place of receipt following the day of sending;

(c) if mailed, be deemed to have been given and received at the place of receipt, three (3) days after mailing; and

(d) if emailed, be deemed to have given and received at the place of receipt, one (1) day after sending.

4.03 In the event of a postal disruption, such notice or documents must be delivered personally or sent by facsimile or email.

5.01 The City shall be under no obligation to repair, replace or maintain the Tent Structure, or any part thereof, whatsoever. For great certainty, the City shall solely determine the use, placement, future repair, if any and maintenance of the Tent Structure. The City shall not be liable whatsoever for any failure, refusal or neglect to repair, replace or maintain the Tent Structure.

6.01 This Agreement may be executed in counterparts, and each counterpart so executed and delivered shall be deemed an original.

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

8.01 This Agreement, the documents incorporated by reference herein, and any schedules hereto constitute the entire agreement between the parties and all prior negotiations, commitments, conditions, representations, warranties and undertakings are merged herein. Except as herein provided, there are no oral or written representations to the Shareholder relating to the subject matter hereof, whether direct, indirect, collateral, expressed or implied.

9.01 If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) sign this Agreement as the Assignor, the liability of each such individual, corporation, partnership or other business association to pay the Licence Fee and to make and perform all other payments and obligations hereunder shall be deemed to be joint and several. In like manner, if the Assignor is a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several. The Assignor warrants and represents that it is duly formed and in good standing, and has full corporate or partnership authority, as the case may be, to enter into this Agreement, and has taken all corporate or partnership action, as the case may be, necessary to make this Agreement a valid and binding obligation, enforceable in accordance with its terms.
10.01 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.

11.01 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written.

CITY OF HAMILTON

BY: ______________________
  Name: Fred Eisenberger
  Title: Mayor

BY: ______________________
  Name: Kevin C. Christenson
  Title: City Clerk

TRIESTE BOCCE ASSOCIATION

Per ______________________
  Name:
  Title:

Per ______________________
  Name:
  Title:

“We have the authority to bind the Trieste Bocce Association”
SCHEDULE “A”

TENT STRUCTURE

• 36ft wide x 112ft long Legend Series Cover-All

• Trusses 14ft on centre with DuraWeave II fire-rated (FR) fabric cover

• Partial end walls open

• Concrete piers and Anchors system