SUBJECT: 2006-2007 Hamilton-Wentworth District School Board (HWDSB) and the City of Hamilton Reciprocal Agreement (CS06027) (City Wide)

RECOMMENDATION:

(a) That the Reciprocal Use Agreement between the Hamilton-Wentworth District School Board and the City of Hamilton (attached as Appendix A to Report CS06027) be renewed according to the terms and conditions listed in the Agreement.

(b) That the Mayor and Clerk be authorized and directed to execute all necessary documents to implement subsection (a) above, in a form acceptable to the City Solicitor.

(c) That Outstanding Business Item “I”, respecting 2006-2007 Hamilton-Wentworth District School Board and City of Hamilton Reciprocal Agreement, be identified as completed and removed from the Community Services Outstanding Business list.

Joe-Anne Priel
General Manager
Community Services Department

EXECUTIVE SUMMARY:

The City of Hamilton has had a long-standing Reciprocal Use Agreement with the Hamilton-Wentworth District School Board (HWDSB). The renewal of the Reciprocal Use Agreement allows the City to use the schools’ gymnasiums and the HWDSB to use the City’s pools and arenas at no cost.
BACKGROUND:

When the City of Hamilton decided to add facilities to existing schools, a joint partnership was agreed upon providing each party access to the others’ facilities at no cost. The Culture and Recreation Division has had a Reciprocal Use Agreement with the HWDSB for over 25 years. In 2004, the provincial government announced that additional funding would be made available to the school boards in Ontario to help offset the cost associated with the community use of schools. In order to obtain this funding, school boards had to have a Reciprocal Use Agreement with the municipality. The Reciprocal Use Agreement allows the City and the HWDSB to use each others’ facilities at no cost while outlining obligations, considerations, and hours of use.

The Reciprocal Use Agreement allows the City to use the HWDSB’s gyms for three hours for every one hour the HWDSB uses the City’s arenas and pools. This ratio was agreed upon as it is more expensive to operate pools or arenas. This 3:1 ratio has been established and the maximum use of hours by the City and the HWDSB is 15,000 and 5,000 per year, respectively. If the City or the HWDSB exceeds their allotted hours, each party will be charged the current rental rate of the facility being used.

The current Agreement had a term of one-year, commencing September 1, 2005 and terminating on August 31, 2006. The City and HWDSB have met and wish to renew the Reciprocal Use Agreement for an additional year, commencing September 1, 2006 and terminating on August 31, 2007.

ANALYSIS/RATIONALE:

This Reciprocal Use Agreement allows the City to use the HWDSB’s gymnasiums and the HWDSB to use the City’s pools and arenas at no cost. A renewed Reciprocal Use Agreement will ensure community access to the schools and will help to improve the quality of life for the citizens of Hamilton.

ALTERNATIVES FOR CONSIDERATION:

Without a Reciprocal Use Agreement in place, each party would have to pay for the use of the others’ facilities at the established rates. If each party had to pay regular rates to use these facilities, programs would have to be cancelled due to cost.

FINANCIAL/STAFFING/LEGAL IMPLICATIONS:

Financial
There would be no direct cost to the City if the maximum number of hours of use is adhered to (15,000 hours of gym time).
Staffing
There are no staffing implications associated with the recommendations contained in Report CS06027.

Legal
There are no legal implications associated with the recommendations contained in Report CS06027.

Policies Affecting Proposal:

The current Agreement expires September 1, 2006.

Relevant Consultation:

Legal Services Division has reviewed the Reciprocal Use Agreement. HWDSB has reviewed the Reciprocal Use Agreement.

City Strategic Commitment:

By evaluating the “Triple Bottom Line”, (community, environment, and economic implications) we can make choices that create value across all three bottom lines, moving us closer to our vision for a sustainable community, and Provincial interests.

Evaluate the implications of your recommendations by indicating and completing the sections below. Consider both short-term and long-term implications.

Community Well-Being is enhanced. ☑ Yes ☐ No
Participation in community life is accessible to all Hamiltonians.

Environmental Well-Being is enhanced. ☑ Yes ☐ No
Human health and safety are protected.

Economic Well-Being is enhanced. ☑ Yes ☐ No
Investment in Hamilton is enhanced and supported.

Does the option you are recommending create value across all three bottom lines?

☑ Yes ☐ No

Do the options you are recommending make Hamilton a City of choice for high performance public servants?  ☑ Yes ☐ No
Life-long learning is supported.
RECIPROCAL USE AGREEMENT

THIS AGREEMENT MADE AS OF THE 1st DAY OF SEPTEMBER 2006.

BETWEEN:

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD  
(herein called the “Board”)

OF THE FIRST PART

-and-

CITY OF HAMILTON  
(herein called the “City”)

OF THE SECOND PART

W I T N E S S E S:

WHEREAS the City owns and operates recreation centers that are attached to various schools owned by the Board;

AND WHEREAS the City owns and operates recreation facilities that are not associated with any specific school owned by the Board;

AND WHEREAS the Board owns and operates gymnasium located within schools owned by the Board;

AND WHEREAS both the City and Board utilize the services and facilities of the other party in order to conduct various sporting events;

AND WHEREAS the parties wish to enter into an agreement to equalize the cost of the services and facilities provided by each party;

AND WHEREAS Section 183 of the Education Act, R.S.O. 1990, chapter E.2, authorizes a school board to enter into an agreement with a municipality for the purpose of using the other party’s existing facilities or establishing and providing for the maintenance and operation of facilities on the property of any of the parties, for such cultural, recreational, athletic, educational, administrative or other community purposes as are set out in the agreement;

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City agrees to provide access to the facilities listed in Schedule “A” attached hereto (collectively the “Municipal Facilities” and individually the “Municipal Facility”) to the Board, subject to the terms and conditions herein. The City represents and warrants that it is the legal and beneficial owner of the Municipal Facilities.

2. The Board agrees to provide access to the school facilities listed in Schedule “B” attached hereto (collectively the “Board Facilities” and individually the “Board Facility”) to the City, subject to the terms and conditions herein. The Board represents and warrants that it is the legal and beneficial owner of the Board Facilities.

3. This Agreement shall have a term of one (1) year, commencing September 1, 2006 and ending on August 31, 2007, unless terminated earlier in accordance with the provisions of this Agreement (the “Term”). The City and the Board agree to meet no later than May 31, 2007 to negotiate a renewal of this Agreement. Any renewal is subject to the approval of both parties’ elected bodies.
4. The Board shall provide to the City a comprehensive list of dates and times that the Board Facilities are available for the City’s use on or before June 30 for the immediately following September to June school year.

5. The City shall provide to the Board a comprehensive list of dates and times that the Municipal Facilities are available for the Board’s use on or before August 31 for the immediately following September to June school year.

6. The use of the Board Facilities and Municipal Facilities shall be calculated on a 3:1 ratio. For the Term of this Agreement, the maximum use of hours by the City of the Board Facilities and the Board of the Municipal Facilities has been established at 15,000 and 5,000 respectively. The City’s use of Board Facilities exceeding 15,000 hours will require approval from the Board’s Superintendent of Business and Treasurer. The Board’s use of the Municipal Facilities exceeding 5,000 hours will require approval from the City’s Director of Culture and Recreation. If the City exceeds its allotted 15,000 hours of use during the Term, the City’s use of the Board Facilities shall be subject to the hourly fee rate for that Board Facility fixed at the Board’s weighted average cost of rental for such Board Facility during the Term. If the City exceeds its allotted 5,000 hours of use during the Term, the Board’s use of the Municipal Facilities shall be subject to the hourly fee rate for that Municipal Facility fixed at the City’s established rate for such Municipal Facility during the Term. Such fees for excess use shall be due and payable within thirty (30) days of the end of the Term. Any party requiring services of facilities in excess of the number of agreed hours shall request the services from the other party and be advised whether the service of the facility is available and the cost of the service or facility.

7. Each party agrees to keep accurate records on the use of that party’s facilities by the other.

8. In using Municipal Facilities containing a pool, the Board shall follow the rules and regulations that are set out by the City in Schedule “C” attached hereto. The Board acknowledges and agrees that such rules and regulations may be amended by the City from time to time, in the City’s sole discretion, and that the City may establish such other rules and regulations regarding the use of any or all other Municipal Facilities as it considers necessary from time to time, in the City’s sole discretion. The Board further acknowledges and agrees that the usage of pools is also predicated on legislative requirements and the availability of qualified lifeguards. Additional guards are subject to availability and a trade-off of unused pool time at the end of the Term or a separate charge if there is no unused pool time. It is understood that lifeguards are specially trained and qualified persons who are required by provincial statute governing public pools, and as lifeguards are a part-time position with the City’s Culture and Recreation Department, their availability cannot be guaranteed.

9. In using the Board Facilities, the City shall follow the rules and regulations that are set out by the Board in Schedule “D” attached hereto. The City acknowledges and agrees that such rules and regulations may be amended by the Board from time to time, in the Board’s sole discretion.

10. A group using a Board Facility whose misconduct is documented by a facility inspection report submitted by the caretaker of the Board Facility may, at the Board’s option, be barred from further use of such Board Facility. Likewise, a group using a Municipal Facility whose misconduct is documented by the City’s personnel may, at the City’s option, be barred from further use of such Municipal Facility.

11. The Board shall have the right to use the Municipal Facilities on school days between the hours of 8:00 a.m. to 6:00 p.m. The Board shall use best efforts to give the City a monthly schedule of the Board’s intended use of the Municipal Facilities at least ten (10) days before the end of the month preceding the use period. The Board acknowledges and agrees that the Municipal Facilities are public facilities and are used by the public. Accordingly, the Board shall schedule its intended use of the Municipal Facilities in such a manner and at such times so as to minimize interference of the public’s use and enjoyment of the Municipal Facilities.

12. The City shall have the right to use the gymnasium of the Board Facilities, however, approval of the type of activity to be carried on in the gymnasium must be obtained from the Principal of the school. The start times will be as agreed between the Principal of the school and the City’s Recreation Centre Supervisor but if they cannot agree, start times will be determined by the school Principal in his/her sole discretion. For Board Facilities in elementary schools, start
times for use of a gymnasium shall not be earlier than 6:00 p.m. and shall be completed not later than 10:00 p.m. For Board Facilities in secondary schools, start times for use of a gymnasium shall not be earlier than 6:15 p.m. and not later than 7:00 p.m. and shall be completed not later than 10:15 p.m., Monday to Friday; on weekends, the hours and duration of use shall be as specified on City permits. The City’s use of Board Facilities shall normally end no later than 10:00 p.m. Notwithstanding the foregoing, school athletic games will not be interrupted and City use of gymnasium shall be subject to completion of same. The City shall use best efforts to give the Board a monthly schedule of the City’s intended use of the Board Facilities at least ten (10) days before the end of the month preceding the use period.

13. Either party may cancel and/or withdraw the availability of any particular facility from the other for a particular event upon at least five (5) business days’ notice to the Principal or Facility Manager of the subject facility and to the Board’s Accommodation and Planning Department and City’s Director of Culture and Recreation, as applicable.

14. Board Facilities directly attached to Municipal Facilities with a separate entrance into the Board Facility from the Municipal Facility and a separate security panel do not require a caretaker on duty for rentals outside of normal caretaker hours. Board Facilities without Municipal Facilities attached must have a caretaker on duty for rentals outside of the normal caretaker hours and on weekends. Caretaker overtime hours shall be considered as additional time of use in the party’s maximum use of hours as outlined in Section 6. Caretaker overtime hours shall be added into the total number of hours for exchange of services. The City shall obtain permits for its use of all Board Facilities gymnasium.

15. Each party shall use its best efforts to provide reasonable notice to the other party of any expected delay in the availability of a facility.

16. The City shall not use nor permit to be used the Board Facilities for profit or to any groups other than minor sports associations affiliated with the City’s Culture and Recreation Department. The Board shall not use nor permit to be used the Municipal Facilities for profit or to any groups other than minor sports associations affiliated with The Hamilton-Wentworth District School Board.

17. The City shall reimburse the Board the entire costs of damage to Board property incurred by groups who have been granted access by the City to use the Board Facilities. Likewise, the Board shall reimburse the City the entire costs of damage to City property incurred by groups who have been granted access by the Board to use the Municipal Facilities.

18. Each party shall forthwith provide the other party with notice of any accident or other incident involving injury or misconduct at the other party’s facility, and a copy of the accident report or incident report and any other documentation related thereto.

19. It is understood and accepted that on occasion and during school vacation periods (Christmas, March break, July and August), school programming, cleaning and maintenance may necessitate delayed start or interruption to the City’s usage of a particular Board Facility. Likewise, City programming and maintenance may necessitate delayed start or interruption to the Board’s usage of a particular Municipal Facility. Neither party shall be liable to the other, nor to any person offered use or making use of the facilities in question by virtue of this Agreement, by reason of any such delay. Each party shall use its best efforts to provide reasonable notice to the other of any expected delay in the availability of a facility.

20. The use of Board Facilities for profit-generating tournaments is not a permitted use under this Agreement. Requests for use of Board Facilities for profit-generating tournaments shall be directed to the Board’s Accommodation and Planning Department for consideration under a separate use arrangement.

21. In the event one party does not utilize all of the hours available to it pursuant to Section 6, no credit shall be given to that party by the other party. However, if a party cancels the use of a facility by the other party, the party whose usage was cancelled shall be entitled for credit for each hour cancelled.
22. (a) The Board hereby agrees to defend, indemnify and shall save the City, its elected officials, officers and employees harmless from and against any claims, proceedings, penalties, expenses, and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of the Board carrying out any obligation to which it is subject, or exercising any right to which it is entitled, under this Agreement, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the person or entity entitled to that indemnity.

(b) The rights of indemnification granted under Paragraph 221(a) shall extend to any amount paid by the person entitled thereto in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but the person entitled to the indemnity shall serve prior notice of any intended settlement on the Board, at least five (5) business days prior to agreeing to any such settlement.

(c) The rights of indemnification provided to the elected officials, officers and employees of the City under Paragraph 22(a) above may be enforced by the City as trustee on their behalf, and shall be enforceable to the same extent by the City, as if the City was enforcing a right in its own favour.

(d) The Board shall procure and maintain comprehensive public entity general liability insurance, including occupiers, including coverage extending but not limited to bodily and personal injury liability, property damage, contractual liability, and contingent employers liability coverage, and each policy shall by its wording or endorsement,

(i) have an inclusive limit of not less than $5,000,000 or such greater amount as the City may from time to time request, for each occurrence involving personal injury or property damage;
(ii) insure the Board;
(iii) include the City as an additional insured, to the extent of the Board’s obligations to the City under this Agreement;
(iv) contain cross liability and severability of interest provisions;
(v) extend to cover the liabilities assumed by the Board under this Agreement;
(vi) extend to insurance against loss of, or damage to, property owned by the City or by others, where that property is in the possession, control or guard of the Board.

23. (a) The City hereby agrees to defend, indemnify and shall save the Board, its elected officials, officers and employees harmless from and against any claims, proceedings, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of the City carrying out any obligation to which it is subject, or exercising any right to which it is entitled, under this Agreement, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the person or entity entitled to that indemnity.

(b) The rights of indemnification granted under Paragraph 23(a) shall extend to any amount paid by the person entitled thereto in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but the person entitled to the indemnity shall serve prior notice of any intended settlement on the City, at least five (5) business days prior to agreeing to any such settlement.

(c) The rights of indemnification provided to the elected officials, officers and employees of the Board under Paragraph 23(a) may be enforced by the Board as trustee on their behalf, and shall be enforceable to the same extent by the Board, as if the Board was enforcing a right in its own favour.

(d) The City shall procure and maintain comprehensive public entity general liability insurance, including occupiers, including coverage extending but not limited to bodily and personal injury liability, property damage, contractual liability, and contingent employers liability coverage, and each policy shall by its wording or endorsement,
(i) have an inclusive limit of not less than $5,000,000 or such greater amount as the Board may from time to time request, for each occurrence involving personal injury or property damage;
(ii) insure the City;
(iii) include the Board as an additional insured, to the extent of the City’s obligations to the Board under this Agreement;
(iv) contain cross liability and severability of interest provisions;
(v) extend to cover the liabilities assumed by the City under this Agreement;
(vi) extend to insurance against loss of, or damage to, property owned by the Board or by others, where that property is in the possession, control or guard of the City.

24. Either of the parties may terminate this Agreement on three (3) months’ written notice to the other party without compensation payable by either party.

25. Without limiting or restricting the rights and remedies of the parties pursuant to this Agreement or at law, either of the parties may terminate this Agreement immediately on default of the other party’s obligations under this Agreement.

26. This Agreement shall be governed by, and construed under, the laws of the Province of Ontario.

27. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

28. This Agreement and the Schedules attached hereto, which form part of this Agreement, contain the entire agreement between the parties hereto with respect to the subject matter thereof. Each party respectively acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty of the other party except as set out in this Agreement.

29. In construing this Agreement, words in the singular shall include the plural, and vice versa, and words importing the masculine shall include the feminine, the neuter and vice versa, and words importing persons shall include corporations and vice versa.

30. This Agreement shall enure to the benefit of, and be binding upon, each of the parties hereto, and each of their respective successors and assigns.

31. This Agreement shall not be assigned in whole or in part by the Board or the City.

32. No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.

33. Time is of the essence for this Agreement and for every part hereof.

34. This Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.

35. If any provision or provisions of this Agreement or parts thereof or the application thereof to any person or circumstances shall be found by any court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

36. The parties agree to comply with all applicable provincial, federal laws and statutes, and City by-laws and each will comply with their respective collective agreements, policies and procedures of the other party where applicable.
37. The parties acknowledge that this Agreement relates only to indoor facilities. The parties shall use their best efforts to establish a separate agreement for the shared use of their field and playground facilities.

38. Any written notice provided for shall be effectively given to the parties by registered mail addressed to or by personal delivery as follows:

if to the City:

City Clerk, City of Hamilton
City Hall
71 Main Street West
Hamilton, Ontario
L8N 3T4
Attention: Director of Culture and Recreation

if to the Board:

The Hamilton-Wentworth District School Board
100 Main Street West
Hamilton, Ontario
L8N 3L1
Attention: Manager of Accommodation and Planning

Any notice given shall be deemed to have been received on the date of personal delivery or on the fourth business day after the date of mailing, as the case may be. Each party shall give the other prompt notice of any change in the party’s address for service.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
Per:

__________________________________________________
Donald Grant, Superintendent of Business & Treasurer

I have authority to bind the Board.

__________________________________________________
Date

CITY OF HAMILTON
Per:

__________________________________________________
Larry Di Ianni, Mayor

__________________________________________________
Kevin Christenson, City Clerk

We have authority to bind the City.

__________________________________________________
Date
# SCHEDULE A

## City of Hamilton Facilities

<table>
<thead>
<tr>
<th>Arenas, Pools, Sports Field</th>
<th>Facility Used</th>
<th>Hours of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chedoke Twin Pad</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Coronation</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Eastwood</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Inch Park</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Lawfield</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>James L. Grightmire Dundas (Market St.)</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Morgan Firestone</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>North Wentworth</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Parkdale</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Rosedale</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Saltfleet</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Scott Park</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Valley Park</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Wesoby Ice Surface (Olympic Dr.)</td>
<td>Arena</td>
<td>Mon., Tues., or Thurs. - 4-6 p.m.</td>
</tr>
<tr>
<td>Ancaster</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Bennetto</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Brewster</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Central Memorial</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Dalewood</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Dundas</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Hill Park</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Huntington Park</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Jimmy Thompson</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Norman Pinky Lewis</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Ryerson</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Sir Allan MacNab</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Sir Wilfrid Laurier</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Sir Winston Churchill</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Valley Park</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Westmount</td>
<td>Pool</td>
<td>Curricular &amp; Athletics*</td>
</tr>
<tr>
<td>Ivor Wynne Stadium</td>
<td>Sports Field</td>
<td>Sept. 15-Nov.15, Thurs, 12-9 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apr, 15-June 1, T-Th, 3-6 p.m.</td>
</tr>
<tr>
<td>Mohawk Sports Complex</td>
<td>Sports Field</td>
<td>Sept. 15-Nov.15, Th, 3-7 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apr 15-June 5, T-Th, 3-6 p.m.</td>
</tr>
<tr>
<td>Sackville</td>
<td>Sports Field</td>
<td>Sept. 15-Oct. 30, T-Th, 3-6 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Occas., Apr-May 30, M-F, 3-6 p.m.</td>
</tr>
</tbody>
</table>

*Curricular (daytime) to be negotiated by the school with the pool; Athletics (Nov. – Apr.) usually Monday to Thursday – 3:30 – 4:30 p.m.
## SCHEDULE B

### Hamilton-Wentworth District School Board Gym Facilities

<table>
<thead>
<tr>
<th>School</th>
<th>Facility Used</th>
<th>Hours of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allan A. Greenleaf</td>
<td>Gymnasium</td>
<td>Wed., - Feb.-Apr., 6:30-8:00 p.m.</td>
</tr>
<tr>
<td>Ancaster High</td>
<td>Gymnasium</td>
<td>Sun., - Sept.-Apr., 9 a.m.-5 p.m.</td>
</tr>
<tr>
<td>Ancaster Senior</td>
<td>Gymnasium</td>
<td>Sun., - Sept.-Apr., 9 a.m.-5:30 p.m.</td>
</tr>
<tr>
<td>Bennetto</td>
<td>Gymnasium, Auditorium</td>
<td>Mon.-Fri., - Sept.-May, 6-9 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sat., - Sept-May, 9 a.m.-4 p.m.</td>
</tr>
<tr>
<td>Dalewood</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept.-May, 6-9 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sat., Sept-May, 8:30 a.m.-7 p.m.</td>
</tr>
<tr>
<td>Dundas Central Public</td>
<td>Gymnasium</td>
<td>Tues., Wed., - Oct.-May, 6-9:30 p.m.</td>
</tr>
<tr>
<td>Dundas District</td>
<td>Gymnasium</td>
<td>Tues., Wed., - Sept.-May, 6-10 p.m.</td>
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<tr>
<td>G. R. Allan (Dalewood)</td>
<td>Gymnasium</td>
<td>Wed., Thurs., - Oct-May, 6-8 p.m.</td>
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<tr>
<td>Glendale</td>
<td>Auditorium</td>
<td>Recitals as requested</td>
</tr>
<tr>
<td>Hill Park</td>
<td>Gymnasium, Auditorium, Cafeteria</td>
<td>Mon.-Fri., - Sept-May, 6-10 p.m.</td>
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<td>Sat., Sept-May, 9 a.m.-4 p.m.</td>
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<tr>
<td>Lake Avenue</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept-May, 6-10 p.m.</td>
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<tr>
<td>Orchard Park</td>
<td>Gymnasium</td>
<td>Tues., Sat., - Sept-Feb., 7-9:30 p.m., 8:30 a.m.-12:30 p.m.</td>
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<tr>
<td>Parkside</td>
<td>Gymnasium</td>
<td>Tues., Wed., - Oct.-May, 7-30-10 p.m.</td>
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<tr>
<td>Ryerson</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept.-May, 6-10 p.m.</td>
</tr>
<tr>
<td>Saltfleet</td>
<td>Gymnasium</td>
<td>Fri., Sat., Sun.-Sept.-Mar., 7-8:30 p.m, 8:30 a.m.-3:30 p.m.</td>
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<tr>
<td>Sanford Avenue</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept-May, 6-10 p.m.</td>
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<td>Sat,- Sept-May, 9 a.m.-4 p.m.</td>
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<tr>
<td>Sherwood</td>
<td>Auditorium</td>
<td>Recitals as requested</td>
</tr>
<tr>
<td>Sir Allan MacNab</td>
<td>Gymnasium, Auditorium</td>
<td>Mon.-Fri., - Sept-May, 6-10 p.m.</td>
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<td>Sat.-Sept-May, 8:30 a.m.-5:00 p.m.</td>
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<tr>
<td>Sir Wilfrid Laurier</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept-May, 6-10 p.m.</td>
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<td>Sat., - Sept-May, 8:30 a.m.-5 p.m.</td>
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<tr>
<td>Sir Winston Churchill</td>
<td>Gymnasium</td>
<td>Mon.-Fri., - Sept-Apr., 6:30-10 p.m.</td>
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<td>Sat., - Sept-Apr., 9 a.m.-5 p.m.</td>
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<td>Sun., - Sept-Apr., 12 p.m.-4 p.m.</td>
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<tr>
<td>Waterdown District</td>
<td>Gymnasium</td>
<td>Wed., Oct.-Apr., 6-9 p.m.</td>
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<tr>
<td>Westdale</td>
<td>Gymnasium</td>
<td>Sat., Oct-1-May 2-11 a.m.-2:00 p.m.</td>
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<tr>
<td>Westmount</td>
<td>Gymnasium, Auditorium</td>
<td>Mon.,-Fri., - Sept.-May, 6-10 p.m.</td>
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<td>Sat., - Sept-May, 9-4 p.m.</td>
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<td>Sun., - Sept-May, 10-4 p.m.</td>
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<tr>
<td>Westwood (Westmount)</td>
<td>Gymnasium</td>
<td>Wed., Sept-May, 6-9 p.m.</td>
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<tr>
<td>Yorkview</td>
<td>Gymnasium</td>
<td>Tues., Thurs,-Sept.–May, 6-8 p.m.</td>
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</tbody>
</table>
Board of Education Guidelines

High School Physical Education:

1. Two lifeguards will be provided for all pool rentals. (Maximum 75 people) Additional Guards, Aquafit and Red Cross instructors are available at the standard rate of pay and must be booked one week in advance.

2. The class that has booked the pool will have exclusive use of pool.

3. Blocking pool time is preferred to make optimum use of allocated hours. I.e.: booking 2 classes back to back or attaching onto recreation program times. A one-hour class can be booked provided there is a program before or after, otherwise a two-hour booking is a minimum.

4. Teachers are responsible for the pool curriculum, attendance, teaching and discipline of the students while in the recreation facility. Supply teachers are responsible for the same. Students not participating in the pool must remain in the pool enclosure during class time.

5. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.

6. A zero tolerance policy is in effect in all City of Hamilton Pools. Physical violence or verbally abusive behaviour, use of drugs and in possession of a weapon will not be tolerated.

7. Cancellations from the school with 48 hours notice will not be charged back. Cancellations with less than 48 hours will be charged back to the school. No shows will be charged back to the school. Cancellations by the recreation centre will not be charged back. Re-scheduling of cancelled classes may be done if pool time/guards are available.

8. Teachers responsible for booking pool times should make every effort to submit their request for Semester 1 by the second week of September and for Semester 2 by the second week of December. Any changes to that schedule should be done 2 weeks in advance to ensure staffing is available.

9. The recreation centre may not change their public swim schedule to accommodate shortened school day schedules i.e. assembly days or early releases.
Waterpolo/Swim team practises and games.

1. Two lifeguards will be provided for all pool rentals.

2. One hour of pool time is allotted for all practices and games. Students will be allowed in the facility 15 minutes before the first game or practice. Students will not be allowed on deck without a coach or teacher representative.

3. Coaches/students, in conjunction with aquatic staff, are responsible for setting up all pool equipment needed for games and practices.

4. Coaches/teacher representatives are responsible for the behaviour of all students and spectators before, during and after games and practices. A zero tolerance policy is in effect in all City of Hamilton Pools.

5. All coaches, students and spectators will be asked to leave the deck at the end of the game or practice.

6. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.

Public School Pool Usage & Special Education Classes

1. Vouchers: Schools apply to the board for vouchers for grade 3 and special education classes. Vouchers are colour-coded on a yearly basis and may only be used within that calendar year and may not be carried over. Once the school receives the vouchers, they may call the pool to book pool time. Teachers responsible for booking pool times must book at least 2 weeks in advance. Classes that have not applied for vouchers will not be able to book the pool. *All vouchers that are booked should be handed in on the first day of class.

2. Blocking pool time is preferred. The pool will only book pool time in conjunction with other school classes or recreation programs. A one-hour class can be booked provided there is a program before or after, otherwise a two-hour booking is a minimum.

3. Two lifeguards will be provided for all pool rentals.

4. Qualified instructors are available at the standard rate of pay for classes up to 29 students and must be booked one week in advance of the class. Classes of 35 or more to a maximum of 75 will be given unstructured pool time

5. Teachers/Public Schools are responsible for the discipline of the students while in the recreation facility. Supply teachers are responsible for the same. Students not
participating in the pool must remain in the pool enclosure during the class time or remain at the school.

6. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.

7. A zero tolerance policy is in effect in all City of Hamilton Pools. Physical violence or verbally abusive behaviour, use of drugs and in possession of a weapon will not be tolerated.

8. Cancellations from the school with 48 hours notice will not be charged. Cancellations with less than 48 hours will be charged back. No shows will also charged back.
GENERAL
Below are detailed the Rules governing the use of all school facilities by Community Groups. Compliance with these rules will be monitored by Board personnel. FAILURE TO COMPLY WITH ANY OF THE RULES WILL RESULT IN IMMEDIATE CANCELLATION OF THIS CONTRACT BY THE HAMILTON—WENTWORTH DISTRICT SCHOOL BOARD.

Applications to use space in buildings shall be submitted to the Rentals Department at least three weeks before the start of the permit use. Application forms are available at the Rentals Department, Education Centre at Main & Bay Streets. Please call (905) 527-5092, Ext. 2524 or Fax (905) 521-2536.

RESERVATIONS
1. Schools shall have first claim to the use of their respective buildings at all times, and any agreement made with an outside organization must be contingent on the needs of the program of the various schools and such agreements may be terminated or altered at any time.

2. All use of schools by outside groups shall be automatically cancelled when schools are closed due to inclement weather, strikes, or any other causes beyond the control of the Board.

USE OF FACILITY AND APPLICABLE CHARGES
1. ADEQUATE ADULT SUPERVISION (Adult is 18 years of age or older) must accompany all rented groups. This supervision must be with the groups at all times during the rental time period. It is the responsibility of the group supervisor to ensure that their participants remain within the designated rental area, that damage to building and grounds is not permitted and that all group participants leave the school on or before the ending time of the rental permit. Board personnel will monitor all groups to ensure adequate supervision is maintained. When groups are renting multiple facility space, there must be a supervisor in charge of each area; i.e. when many classrooms are used, there must be a supervisor for each classroom. Youth group members must not enter the school before the leader arrives.

2. Rubber-soled shoes must be worn at all times in gymnasium or auditorium for all sports activities. Floor hockey is not permitted in any school gymnasium unless plastic floor hockey equipment is used. Indoor soccer balls must be used for all soccer rental activities.

3. Rental Charges or this agreement do not include the use of school equipment other than volleyball standards and basketball nets. Sporting equipment such as volleyball nets, balls, floor mats, scoreboards, etc. are not included as part of the rental agreement.

4. The use of the building must be confined to the hours specified by the applicants in this application. Each rental group/orrganization will inspect the facility list on the permit with the Caretaker before and after the event. The Caretaker will require each group to sign the School Facilities Inspection Report. Any damage, problems during the event, extended time and additional hours for clean up will be noted on this report. Any additional costs will be assessed to the rental group/orrganization. NOTE: Overtime charges are subject to change without notice.

5. The Board will seek full restitution for any damage done to our buildings or grounds by the Permit Holder.

6. Rental charges do not include the use of school sound system and lighting for auditoriums. This must be arranged directly with the school and an additional charge will apply.

7. All permit fees shall be paid directly to the Rentals Department of the Board. Payment is made payable to the Hamilton-Wentworth District School Board. Permits will be held until payment is received. Fees for short-term permits shall be paid in full. Fees for long-term permits can be paid in advance with equal monthly installments beginning the 1st of every month. Short-term means one month or less and long-term means more than one month in duration. Once payment is received, the permit will be released to the organization and school. Any bank charges will be the responsibility of the group/orrganization.

8. In default of payment or non-compliance with any conditions for use of facilities as specified above, the accommodation will not be available.

9. Organizations who cancel a permit must inform the Rentals Department in writing seven (7) days before the event. There will be a cancellation fee of $25.00 if notice is less than seven (7) days. The cancellation fee will be deducted from the amount of the refund. Organizations who alter dates, times, or location will be granted one free alteration to the permit. There will be a $10.00 processing fee for each subsequent alteration.

LIABILITY AND INSURANCE
The rental organization agrees to the following:

a) to assume full responsibility for the acts and conduct of all persons admitted to the Premises

b) to release the Board from any and all liability to any person for any loss, damage, or injury to any persons or property incurred in or upon the Premises

c) to supply and provide proof of insurance. Organizations shall request a Certificate of Insurance from their insurance broker for General Liability insurance in the amount of $2M naming the “Hamilton-Wentworth District School Board” as an additional insured on the policy

d) that during the use and occupation of the Premises the Permit Holder shall indemnify and save harmless the Hamilton-Wentworth District School Board from and against any and all liability whatsoever resulting from injury or damage to person, persons or property as a result of the use and occupation of the Premises. Rental group shall sign a form stating such.

MISCELLANEOUS
1. The Caretaker of the building must be on duty during the hours of possession by the organization or school groups using the building.

2. Permits are not assigned or transferable.

3. Arrangements must be made through the school for the use of any school equipment such as tables/chairs at least five (5) days prior to occupancy.

4. Anyone wishing to have the piano tuned must do so at their own expense but must use a Board approved tuner. Anyone wishing to have the piano moved from one level to another—i.e. from floor level to stage, must do so at their own expense and with Board approved movers. The piano is to be returned to the original location after rental.

5. No food or drinks to be served or consumed in foyer or taken into auditoriums and gymnasia with the express authority of the Board office. Alcoholic beverages will not be permitted in buildings or on the grounds without prior approval of the Board of Trustees.

6. There must be NO SMOKING in any part of the school building or on school property as such is law according to Bill 119, subsection 9 and also the Insurance Schedule of the Board of Education.

7. Games of chance, lotteries and gambling in any form are forbidden on school property.

8. All tables, chairs, dishes and other equipment brought into the school by the rental group shall be removed promptly after the permit activity.

FIRE PREVENTION
1. Before each performance it will be the responsibility of the production manager and the school foreman to raise and lower the safety curtain. When the stage is not in use, the safety curtain must be in a lowered position.

2. All scenery, special effects, props, etc. must be approved by the Hamilton Fire Prevention Bureau at least 24 hours prior to presentation or dress rehearsal. Pyrotechnics are prohibited in school buildings.

3. The seating capacity in the auditorium, gymnasium, cafeteria must not exceed the Fire Department’s limit indicated on the capacity listings posted in these facilities.

4. In compliance with Hamilton Fire Prevention Bureau regulations, immediately on the sounding of the fire alarm, the house lights will be turned on, the safety curtain lowered and the audience requested to leave by the nearest exit. Only when the fire is brought under control or it is determined that it is a false alarm by the Fire Department will the audience be allowed to re-enter the auditorium.