

The Corporation of the Town of Ajax  
**COUNCIL**  
Monday May 26, 2014 at 7:00 p.m.  
Council Chambers, Town Hall  
65 Harwood Avenue South



Confirmed by: *SM*

## AGENDA

*Alternative formats available upon request by contacting:  
[sarah.moore@ajax.ca](mailto:sarah.moore@ajax.ca) or 905-619-2529 ext. 3347*

Anything in **blue** denotes an attachment/link. By clicking the links on the agenda page, you can jump directly to that section of the agenda. To manoeuvre back to the agenda page use the **Ctrl + Home** keys simultaneously. **OR** use the "Bookmark" icon to the left of your screen to navigate from one report to the next

1. **Call To Order**
  
2. **Disclosure of Pecuniary Interest**
  
3. **Adoption of Minutes**
  - 3.1 [Regular Meeting](#) [May 12, 2014](#)..... 3
  
4. **Delegation and Presentations / Public Hearings**
  - 4.1 Proclamation **June is Recreation & Parks Month**
    - Ashley Galea, Recreation Supervisor
    - Paula Grieves, Member, Recreation & Culture Advisory Committee
  
  - 4.2 Presentation **Viva La Noche Ajax**  
**Pan Am Games 1 Year Countdown Event**
    - Robert Gruber, Manager, Community and Culture Development
    - Stacy Toole, Festivals and Events Coordinator
  
  - 4.3 Presentation **Customer Polling – Town of Ajax Residents**
    - David Forget, Manager, Quality Service & Special Projects
    - Darren Karasiuk, Environics Research Group [see Departmental Report 6.4.1]
  
5. **Correspondence**..... 8

**6. Reports**

- 6.1 Community Affairs & Planning Committee Report **May 20, 2014**..... 13
- 6.2 General Government Committee Report **May 22, 2014**  
(circulated separately)
- 6.3 Advisory Committee Reports **None**
- 6.4 Departmental Reports **May 26, 2014**
  - 6.4.1 **Customer Polling – Town of Ajax Residents**, B. Skinner, Chief Administrative Officer / D. Forget, Manager Quality Services & Special Events ..... 15

**7. Regional Councillors' Reports**

- 7.1 Regional Councillor S. Collier ..... 88
- 7.2 Regional Councillor C. Jordan ..... verbal

**8. Business Arising From Notice of Motion**

None

**9. By-Laws**

- 35-2014 Appointment of Law Enforcement Officers – Parking – Group 4 Security ..... 89
- 36-2014 Appointment of Interim Fire Chief - Michael Gamba ..... 91
- 37-2014 Authorization for Municipal Funding Agreement for Federal Gas Tax Revenues ..... 92
- 38-2014 Public Highway Dedication – Horton St – Plan 40M-1608 ..... 111
- 39-2014 Public Highway Dedication – Williamson Dr. – Plan 40R-20732 ..... 113
- 40-2014 Public Highway Dedication – Knowles St. – Plan 40M-1455 ..... 115
- 41-2014 Public Highway Dedication – Bellinger Dr & Taverner Cres – Plan 40M-2266 . 117

**10. Notice of Motion**

**11. Other Business**

**12. Question Period**

**13. New Business, Notices and Announcements**

**14. Confirming By-Law 42-2014**

**15. Adjournment**

**Minutes of the Meeting of the  
Council of the Corporation of the Town of Ajax  
Held in the Council Chambers of the Town Hall on  
Monday, May 12, 2014 at 7:00 p.m.**

***Alternative formats available upon request by contacting:  
[sarah.moore@ajax.ca](mailto:sarah.moore@ajax.ca) or 905-619-2529 ext. 3347***

Present:	Mayor Regional Councillors  Councillors	- S. Parish - S. Collier - C. Jordan - M. Crawford - R. Ashby - J. Dies - P. Brown
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**1. Call to Order**

Mayor Parish called the meeting to order at 7:00 p.m. Mayor Parish offered remarks and condolences in regard to the recent passing of Ajax Fire Chief, Mark Diotte.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interest.

**3. Adoption of Minutes**

Moved by: P. Brown  
Seconded by: M. Crawford

That the Minutes of the regular meeting of Council held on April 28, 2014 be adopted.

CARRIED

**4. Delegation and Petitions/Public Hearings**

**4.1 Sponsor Recognition**

Mayor Steve Parish and Brian Skinner, CAO extended their gratitude to the businesses and organizations that contributed to the Town throughout 2013. Sponsors were recognized individually and presented with plaques. Mayor Parish and Mr. Skinner made summary remarks, and thanked all sponsors for their continued investment in Ajax projects and initiatives

#### 4.2 Home Week Update

Joshua Lucas and Neraja Thillairajah, Ajax Home Week Youth Goodwill Ambassadors, presented with respect to Ajax Home Week, providing information on various events taking place in Ajax throughout the week as part of this celebration, and noting that Home Week strives to establish a program that is increasingly reflective of the diverse communities in Ajax.

#### 4.3 National Access Awareness Week, May 25 – 31, 2014

Donna Mullings, Accessibility Advisory Committee Vice-Chair, provided an overview of the accessibility-related accomplishments & ongoing initiatives of the Accessibility Advisory Committee (AAC). Information was provided on National Access Awareness Week, and the various events being hosted by the AAC in recognition of the occasion. On behalf of Council, Mayor Parish proclaimed May 25-31 as National Access Awareness Week in the Town of Ajax and presented the committee with a proclamation certificate.

#### 4.4 Contract Award – Audley Road Reconstruction – Taunton Road to Rossland Road

Ranil Fernando, Capital Projects Coordinator, presented in respect to the proposed reconstruction of Audley Road between Taunton and Rossland. An overview was provided of works completed to date. The proposed road closure & communication plan were reviewed. In response to various inquiries, members of Council were provided with the following information:

- A roundabout at Williamson and Audley was considered in lieu of signalization, however, signalization was deemed to be a more suitable option;
- The exact detour route has not yet been determined, but residents along the detour route will receive appropriate notification;
- Construction of a rail overpass is scheduled to be completed in approximately ten years time, which would remove the necessity for the train whistle; construction of the overpass is not expected to require any land acquisition.

Moved by: C. Jordan

Seconded by: S. Collier

1. That Council award the contract for the reconstruction of Audley Road from Taunton Road to Rossland Road, to Elirpa Construction & Materials Ltd. in the amount of \$3,296,407.55 (inclusive of all taxes).
2. That Council approve the temporary closure of Audley Road between Taunton Road and Rossland Road for the road reconstruction for the duration of the contract (June to October 2014); arranged through the Road Occupancy/ Road Closure By-Law #59-2013. During the closure, access will be maintained to the Audley Recreation Centre at all times.

CARRIED

**4.5 Contract Award  
Construction of Two (2) Artificial Turf Soccer Fields  
Ajax Community Centre  
Toronto 2015 Pan/Parapan American Games Legacy Project**

Catherine Bridgeman, Manager, Infrastructure and Capital Projects, presented in respect to the construction of two artificial turf soccer fields at the ACC. Discussion surrounded the quality of the artificial turf and its maintenance requirements. Ms. Bridgeman noted that the artificial turf could provide for an extended soccer season, in part due to the sophisticated drainage system on the field which would prevent flooding.

Moved by: P. Brown

Seconded by: J. Dies

That Council award the contract for the construction of Two (2) Artificial Soccer Fields at the Ajax Community Centre, to Gateman Milloy Inc in the amount of \$3,468,269.28 (inclusive of all taxes).

CARRIED

**5. Correspondence**

Moved by: C. Jordan

Seconded by: S. Collier

That item iii) regarding the Pickering Nuclear Generating Station be endorsed.

CARRIED

Moved by: S. Collier

Seconded by: P. Brown

That the balance of the report dated May 12, 2014 containing Items of Correspondence be adopted.

CARRIED

**6. Reports**

**6.1 Community Affairs & Planning Committee Report**

None

**6.2 General Government Committee Report**

Mayor Parish noted that this report had been circulated separately from the agenda.

Moved by: M. Crawford

Seconded by: J. Dies

That the General Government Committee Report dated May 8, 2014, be adopted.

CARRIED

**6.3 Advisory Committee Reports**

None

**6.4 Departmental Reports**

Mayor Parish noted that the following Departmental Reports had been addressed earlier in the meeting.

6.4.1 Contract Award – Audley Road Reconstruction – Taunton Road to  
Rossland Road

6.1.2 Contract Award  
Construction of Two (2) Artificial Turf Soccer Fields  
Ajax Community Centre  
Toronto 2015 Pan/Parapan American Games Legacy Project

**7. Regional Councillors' Reports**

Regional Councillors Collier & Jordan provided updates on various Regional matters.

Moved by: J. Dies  
Seconded by: S. Collier

That the Regional Councillor's Reports dated May 12, 2014 be received for information.  
CARRIED

**8. Business Arising from Notice of Motion**

None

**9. By-laws**

Moved by: P. Brown  
Seconded by: C. Jordan

That By-law numbers 29-2014 to 33-2014 be read a first, second and third time and passed.  
CARRIED

**10. Notice of Motion**

None

**11. Other Business**

None

**12. Question Period**

None

**13. New Business - Notices & Announcements**

Councillor Dies congratulated PACT-POW on its recent receipt of two environmental awards.

**14. Confirming By-Law**

Moved by: J. Dies  
Seconded by: P. Brown

That By-law number 34-2014 being a by-law to confirm the proceedings of the Council of the Corporation of the Town of Ajax at its regular meeting held on May 12, 2014 be read a first, second and third time and passed.

CARRIED

**15. Adjournment**

Moved by: M. Crawford  
Seconded by: S. Collier

That the May 12, 2014 meeting of the Council of the Town of Ajax be adjourned. (8:20 p.m.)  
CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

**TOWN OF AJAX  
REPORT TO COUNCIL**



**TO:** Mayor and Members of Council  
**FROM:** M. de Rond, Clerk  
**DATE:** May 26, 2014  
**SUBJECT:** Items of Correspondence

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*The following item of correspondence is attached for Council's action*

**a) Muscular Dystrophy Canada: Ajax Fire and Emergency Services Fundraising**

That the Ajax Fire and Emergency Services be commended for their fundraising efforts in support of Muscular Dystrophy Canada ..... 9

*The following items of correspondence are attached for Council's information:*

- i) Ministry of Citizenship and Immigration: Senior Achievement Award ..... 10**
- ii) City of Oshawa: Canada Post Residential Delivery Service..... 11**

M. de Rond  
Clerk

MdR/lb





May 13, 2014

Ajax Fire and Emergency Services  
C/O Wes van der Valk, Muscular Dystrophy Canada Chairperson  
Ajax Headquarters 900 Salem Road North  
Ajax, ON L1T 0H4

Dear Wes,

Muscular Dystrophy Canada is honoured to be the charity of choice for Canadian Fire Fighters. Fire Fighters first pledged their support in 1954, and 60 years later this longstanding partnership and tradition continues. You are still our best ambassadors and champions. Last year Canadian Fire Fighters raised \$3.2 million in support of those affected by neuromuscular disorders. Again, our Ontario Fire Fighters continue to be leaders across the country. From April 1<sup>st</sup>, 2013 – March 31<sup>st</sup>, 2014, with the support of 273 Ontario Fire Departments / Associations, Ontario Fire Fighters together raised \$1,243,000. Congratulations!

Thank you to the Ajax Fire and Emergency Services for your dedication and commitment. Your generous gift of \$19,563.27 during this past year is helping to change the lives of those affected. Because of your support, we are able to continue to build our community, expand the reach of our support services, and provide a brighter future to those who refuse to let their neuromuscular disorder diminish their hope for a positive, active and fulfilling future.

Fire Fighters are an important member of the Ontario Fire Fighter Fundraising Team. Fire Fighter fundraising continues to be our largest and most significant source of revenue and we are extremely proud to be affiliated with you. To date Canadian Fire Fighters have raised over \$78 million in support of those affected. Muscular Dystrophy Canada and Fire Fighters have been funding research and searching for a cure for neuromuscular disorders for 60 years. With your help, we continue to get closer.

Again, on behalf of Muscular Dystrophy Canada and the thousands of Canadians affected, thank you! Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at 613.232.7334 ext. 1203 / 1.866.337.3365 or e-mail [pamela.musgrave@muscle.ca](mailto:pamela.musgrave@muscle.ca).

Neuromuscular disorders connect us. But they don't define us. Together, we can be stronger!

Warmest Regards,

Handwritten signature of Pamela Musgrave in cursive.

Pamela Musgrave  
Senior Regional Manager

CC: Mayor Steve Parish, Town of Ajax  
Mark Somerville, Association President

Ontario & Nunavut Region, Ottawa Community Office:

150 Isabella Street, Suite 301, Ottawa, ON K1S 1V7  
T 613.232.7334 1.866.337.3365 F 613.567.2288 W [muscle.ca](http://muscle.ca)

A SPECIAL THANKS TO FIRE FIGHTERS AND CHAPTER VOLUNTEERS FOR THEIR OUTSTANDING WORK IN MOVING MUSCLES FOR MORE THAN 50 YEARS.  
Taxation Charity Registration Number | 10775 5837 RR0001

Ministry of Citizenship  
and Immigration

Deputy Minister

6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: 416 325-6210  
Fax: 416 325-6196

Ministère des Affaires civiques  
et de l'Immigration

Sous-ministre

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél. : 416 325-6210  
Télééc. : 416 325-6196



May 2014

Dear Friends:

Each year, the Government of Ontario celebrates the accomplishments and contributions many of our wonderful seniors make to communities across Ontario. This year, the Senior Achievement Award will once again highlight the significant voluntary and professional achievements made by individuals after they have reached the age of 65.

I encourage you to participate in the 2014 Senior Achievement Award Program by nominating a deserving senior. Online nomination forms and information outlining details of the program, the selection criteria and the procedures followed are available at:  
[www.ontario.ca/honoursandawards](http://www.ontario.ca/honoursandawards).

**The deadline date for nomination is June 15.**

If you require further information, please contact the Ontario Honours and Awards Secretariat in Toronto at 416-314-7526, toll-free at 1-877-832-8622 or TTY at 416-327-2391.

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community for a Senior Achievement Award.

Sincerely,

Chisanga Puta-Chekwe  
Deputy Minister

14 MAY -9 A9 :07

RECEIVED  
TOWN OF AJAX



File A-2100

May 5, 2014

The Honourable Lisa Raitt  
Minister of Transport  
Transport Canada  
330 Sparks Street  
Ottawa, ON K1A 0N5

Re: Canada Post Residential Delivery Service

Oshawa City Council considered the above matter at a meeting held April 28, 2014 and adopted the following resolution:

“Whereas Canada Post announced plans to replace all door-to-door mail delivery with community mailbox (C.M.B.) delivery; and,

Whereas moving to C.M.B. delivery would be especially hard on seniors and people living with disabilities and could undermine their ability to live independently; and,

Whereas the proposed change would entail the downloading of responsibilities, costs, and liabilities to local governments, such as paving, lighting, snow removal, and policing related to vandalism and mail theft; and,

Whereas this proposed change would result in the loss of good jobs in our community; and,

Whereas this proposed change to Canada’s postal system is unprecedented in other G7 countries;

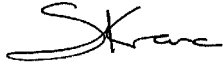
Therefore be it resolved that:

1. The City of Oshawa send a letter to the Honourable Lisa Raitt, Minister of Transport, to inform the Minister that the City of Oshawa supports the current system of residential door-to-door delivery; and,
2. That the City of Oshawa call on the Federal Government and Canada Post to conduct consultations with Canadians about what kind of postal services they need; and,
3. That the City of Oshawa send a copy of this resolution to Durham Regional Council and all other municipalities in Durham Region and the G.T.A. for endorsement and to the Association of Municipalities of Ontario, the Federation of Canadian Municipalities, all Durham Region M.P.’s and M.P.P.’s.”

By copy of this letter, we are advising the parties noted above of Council's position in this matter.

Your consideration of this important issue is appreciated.

If you need further assistance, please contact me at the address listed below, or by telephone at 905-436-3311.



Sandra Kranc  
City Clerk

/kb

c: Canada Post Corporation  
Association of Municipalities of Ontario  
Federation of Canadian Municipalities

Jesse Cullen  
Tiffany Balducci  
Jim Freeman

Joe Dickson, M.P.P. – Ajax-Pickering  
Christine Elliott, M.P.P. - Whitby-Oshawa  
Tracy MacCharles, M.P.P. - Pickering-Scarborough East  
John O'Toole, M.P.P. – Durham  
Jerry J. Ouellette, M.P.P. – Oshawa and Critic, Natural Resources

Chris Alexander, M.P. – Ajax-Pickering  
Colin Carrie, M.P., Oshawa  
Corneliu Chisu, M.P., Pickering-Scarborough East  
Erin O'Toole, M.P., Durham

Clerk, City of Pickering  
Clerk, Municipality of Clarington  
Clerk, Town of Ajax  
Clerk, Town of Whitby  
Clerk, Township of Brock  
Clerk, Township of Scugog  
Clerk, Township of Uxbridge  
Clerk, Regional Municipality of Durham  
Clerk, Town of Aurora  
Clerk, City of Brampton  
Clerk, City of Burlington  
Clerk, Town of Caledon  
Clerk, Town of East Gwillimbury  
Clerk, Town of Georgina  
Clerk, Town of Halton Hills  
Clerk, Township of King

Clerk, City of Markham  
Clerk, Town of Milton  
Clerk, City of Mississauga  
Clerk, Town of Newmarket  
Clerk, Town of Oakville  
Clerk, Town of Richmond Hill  
Clerk, City of Toronto  
Clerk, Town of Whitchurch-Stouffville  
Clerk, Regional Municipality of Halton  
Clerk, Regional Municipality of Peel  
Clerk, Regional Municipality of York  
Clerk, Dufferin County  
Clerk, Simcoe County



## **TOWN OF AJAX REPORT OF THE COMMUNITY AFFAIRS AND PLANNING COMMITTEE**

For consideration by the Council of the Town of Ajax on May 26, 2014

The Community Affairs and Planning Committee met at 7:00 p.m. on May 20, 2014

Present:           Regional Councillor C. Jordan, Chair  
                  Regional Councillor S. Collier  
                  Councillor M. Crawford  
                  Councillor J. Dies  
                  Councillor P. Brown  
                  Mayor Parish

Regrets:           Councillor R. Ashby

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**1. Call to Order (7:00 p.m.)**

Chair Jordan called the meeting to order. It was noted that Councillor Ashby had sent his regrets.

**2. Disclosure of Pecuniary Interest**

None

**3. Adoption of Minutes**

Moved by:     S. Collier  
Seconded by: P. Brown

That the Minutes of the Community Affairs and Planning Committee Meeting held on April 22, 2014 be adopted.

CARRIED

**4. Public Meetings**

**4.1 Telecommunication Facility Application TF3/14  
Bell Mobility Telecommunication Tower  
639 Kingston Road East**

Moved by: S. Parish  
Seconded by: J. Dies

That Telecommunication Facility Application TF3/14, submitted by Bell Mobility, proposing to erect a 50 metre high steel monopole telecommunication tower and associated equipment compound, be supported, subject to the proponent finalizing all required drawings to the satisfaction of the Town of Ajax.

CARRIED

**5. Presentations**

None

**6. Reports**

None

**7. Adjournment (7:10 p.m.)**

Moved by: M. Crawford  
Seconded by: S. Collier

That the May 20, 2014 meeting of the Community Affairs and Planning Committee be adjourned.

CARRIED

C. Jordan, Chair

**TOWN OF AJAX  
REPORT**



**REPORT TO:** Council

**SUBMITTED BY:** Brian J. Skinner  
Chief Administrative Officer

**PREPARED BY:** David Forget  
Manager, Quality Service and Special Projects

**SUBJECT:** **Customer Polling – Town of Ajax Residents**

**WARD(S):** All

**DATE OF MEETING:** Monday, May 26, 2014

**REFERENCE:** Link to the Community Action Plan: Excellence in Service Delivery and Governance

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**RECOMMENDATION:**

- 1. That Council receive the following report for information.

**BACKGROUND:**

The Town of Ajax has demonstrated its commitment to excellence in customer service by being registered to ISO 9001 since 1997. The ISO philosophy puts customer satisfaction above all else as a way and means of continuously improving service delivery. In an effort towards continual improvement, Council authorized a polling of residents in 2005, 2007 and 2010. The initial poll asked a variety of questions about customer perception and satisfaction with the delivery of services and their interaction with Town staff. The survey also posed questions to residents about current spending practices, expansion/cuts to service, the waterfront and communications. The customer polls conducted in 2007 and 2010 also focused on specific questions with respect to information on services, programs, initiatives and events, community safety, municipal voting practices, communication, financial assistance for Recreation programs and services, main priorities for municipal government, diversity and community engagement and downtown revitalization.

In the Town’s Community Action Plan (2011-2014), one of the strategic objectives identified in the plan is “Excellence in Service Delivery and Governance”. This objective is defined as follows:

***Town services will continue to be delivered with excellence and in an efficient manner. Residents and businesses will be engaged and well-informed through regular and consistent communication by Council and staff.***

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Further to the noted strategic objective, a strategy was identified as follows:

***Embrace the principles of the Town's Quality Management System, continue to explore options and opportunities in an effort to improve municipal service delivery.*** Customer polling achieves the spirit and intent of the ISO 9001 standard which mandates the need to determine customer requirements and deliver on them. Polling provides an excellent vehicle to determine needs and satisfaction.

## **DISCUSSION:**

Council at its meeting of February 24, 2014, passed a resolution authorizing the Environics Research Group to conduct another poll of residents. The customer polling exercise commenced on April 5 and was completed on April 16.

### **Sample Selection**

The sampling method was designed to complete approximately 600 interviews within the Town's boundaries. The final sample was distributed equitably among the four wards.

For bench marking purposes, many of the questions in this year's poll were asked in exactly the same way as in 2005, 2007 and 2010 to determine, by popular opinion, whether we're improving in the delivery of services to the residents of Ajax.

During this initiative, we specifically targeted several topic areas of particular interest as outlined below:

- Perceptions of the Town
- Satisfaction with government
- Attitudes toward quality of life factors
- Satisfaction / spending on municipal services
- Service levels and taxes / user fees
- Contact with the Town
- Community safety
- Political participation
- Regional representation
- Diversity and community engagement
- The waterfront
- Demographics

A pre-test of the survey was conducted by Environics with residents to ensure that the questions asked were clear and easily understood.

### **Polling Highlights**

The Environics report "Town of Ajax – Resident Survey 2014" has been attached as ATT - 1. Highlights of the polling results are summarized as follows:



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***Most Important Issue Facing Ajax***

- When asked top-of-mind (without prompting) about the most important issue facing Ajax, 13% of residents cite traffic (up 7 percentage points from 2010). Crime / law enforcement is no longer the most important issue facing Ajax. Crime came in at 9% (down 4 percentage points from 2010). 8% cite development (up 1 percentage point from 2010) and roads / road conditions at 8%. Overall, 26% of those polled cited issues related to traffic (traffic, roads/road conditions, public transit)

***Like / Dislike Most About Ajax***

- When asked what they like most about Ajax, 21% of residents cite location / proximity to country and city (up 11 percentage points from 2010). 21% cite access to amenities and 19% cite small town feel / sense of community followed by waterfront (18%) and green space / parks (16%)
- When asked what they dislike most about Ajax, 38% of residents cite roads/traffic/parking (up 10 percentage points from 2010). 12% cite overdevelopment / crowding followed by business development / economy (11%), public transit (9%) and crime / safety (9%). Business development / economy rose 10 percentage points from 2010)

***Quality of Life Measures***

- A majority of residents are satisfied with the Town on its efforts to deliver on 11 out of 13 quality of life measures. Since 2010, satisfaction ratings are up in six of the 12 areas tracked i.e. feeling of belonging and feeling safe in one's neighbourhood, the environment in which people live, the amount of greenspace available, the opportunities for education / development of new skills, the feeling of tolerance among different ethnic groups, walkability and bikeability of the community
- Gap analysis of Quality of Life Measures revealed that gaps do exist for the kinds of jobs available for residents locally, opportunities for education / development of new skills and how good the community is at finding help for people in need

***Overall Satisfaction with Town of Ajax***

- A large majority (85%) express overall satisfaction with the Town of Ajax government (up 3 percentage points from 2010)

***Satisfaction with Town of Ajax Services***

- Satisfaction ratings were very high for the majority of services provided by the Town. 95% of respondents cited satisfaction with firefighting services, 93% cite indoor recreation facilities, 90% cite public library services, 90% cite fire prevention services, 90% cite parks and 89% cite community events. Lower levels of satisfaction were cited for winter road maintenance (64%), winter sidewalk maintenance (56%) and services for seniors (55%).

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**Agreements with Statement**

- 61% of those polled strongly agree / agree that Town staff treat residents fairly. The number of those that strongly agree is up 3 percentage points from 2010
- 60% of those polled strongly agree / agree that the Town provides good quality service. The number of those that strongly agree is up 2 percentage points from 2010
- 53% of those polled strongly agree / agree that the Town conducts business in an open / accountable manner. The number of those that strongly agree is up 3 percentage points from 2010)
- 49% of those polled strongly agree / agree that the priorities of the Town are in touch with the needs of the community. The number of those that strongly agree is up 3 percentage points from 2010
- 43% of those polled strongly agree / agree that the Town does a good job of managing dollars

**Municipal Election**

- 69% of those polled are aware of the October 27 Municipal Election
- When asked about what the main priorities should be for the next term of Council, respondents cited community safety (20%), financial stability / sustainability (20%), Lower / reduced taxes (17%), economic development and tourism (12%) and maintain services (12%)

**Contact With Town Staff**

- 64% of those polled strongly agree / agree with the quality of service delivery
- 61% of those polled strongly agree / agree that staff went the extra mile to ensure that they got what they needed
- 77% of those polled feel that they waited a reasonable amount of time to obtain service
- 75% of those polled feel that the hours of service are convenient for them

**Experience With Town Staff**

- 86% of those polled believe that Town employees are courteous
- 77% of those polled believe that Town employees are knowledgeable
- 72% of those polled believe that you can easily find the right staff to deal with a situation
- 86% of those polled feel that services are dependable and accurate (up 4 percentage points from 2010)
- 79% of those polled feel that the Town does a good job in communicating programs and services (up 2 percentage points from 2010)
- 78% of those polled feel that services are delivered in a timely fashion (up 1 percentage point from 2010)

**Information and Communications**

- 49% of those polled use the Town's website to find information about programs, services, initiatives and events. This is up 6 percentage points from 2010
- 30% of those polled use the Ajax News Advertiser as a means to find information
- 12% of those polled rely on the Community Page insert

- 63% of respondents visited the Town's website in the past year
- 39% of respondents use the website to access recreation information, 17% cite news / events and 8% cite employment opportunities

### ***Diversity and Community Engagement***

- 36% of those polled feel there are barriers to programs and services. This is up 21 percentage points since 2010
- When asked about approaches to make programs / services offered by the Town more accessible, 15% cite the creation of policies that provide subsidy / low cost / no cost opportunities (up 3 percentage points from 2010), 14% cite accessibility / buses for the disabled (up 10 percentage points from 2010), descriptions of programs / services in other languages (up 7 percentage points from 2010)
- 48% of those polled state that they know their neighbours very well. 29% cite that they help out their neighbours as needed and 17% say they say hello to their neighbours
- 48% of those polled feel that the Town could provide use of Town facilities in order to organize neighbourhood-run events

### ***Community Safety***

- 86% of residents feel that Ajax is a safe community. This finding is up 7 percentage points since 2010
- 32% of those polled feel safe walking alone / at night (up 2 percentage points from 2010), 32% cite a low crime rate (up 10 percentage points in 2010) and 18% cite visible police presence (down 4 percentage points from 2010)
- Of the 12 % of those who do not feel that the Town is a safe community, 44% of those polled state the increasing crime rate is their main reason for thinking that Ajax is not a safe community (down 6 percentage points from 2010). 25% cite youth violence / crime (up 15 percentage points from 2010) and 21% cite an increase in property crimes (up 5 percentage points from 2010)
- When asked about the most important community safety issue, 19% of those polled cite traffic-related crime (e.g. speeding / careless driving) 13% cite little visible police presence / community policing and 10% cite youth crime (down 4 percentage points from 2010)

### ***Regional Representation***

- Nearly eight in ten (77%) agree that seat allocation should be based on the population of each municipality in the Region
- When asked about the total number of seats on the Regional Council, half (50%) believe it should stay the same, while 37% stated that the size of Council should decrease

### ***The Waterfront***

- Seven in ten (72%) are aware of the issue of excessive algae in Lake Ontario, and its accumulation along the Town's shoreline in the summer and fall
- Residents say the biggest problem caused by the algae on the shoreline is the smell (35%), followed by the unsightliness (17%) and not being safe for swimming (14%). Mentions of the smell are higher among residents in Wards 3 and 4

- 
- After being told there is evidence that nutrients discharged from the Duffin Creek Water Pollution Control Plant are causing the algae problem on the waterfront, 93% believe solving this problem should be a priority
  - Six in ten (60%) think that solving this problem should be a top priority, while one-third (33%) think it should be a secondary priority and only four percent believe it should not be a priority

**FINANCIAL IMPLICATIONS:**

n/a

**COMMUNICATION ISSUES:**

Presentations were made to all of the Advisory Committees during the months of January to March to discuss the purpose of polling, subject matter and timelines for the upcoming poll. With the poll now complete, staff will make available overall outcomes from the customer poll and provide a media release to the public. Staff have also prepared and posted a “Thank You” to Ajax residents on the Community Page for their participation in the poll. An article featuring overall polling results will appear in the fall edition of Ajax Today.

**CONCLUSION:**

Public opinion polling is a valuable tool to validate our perception of what our customers want and need. Polling ensures that we keep “in touch” with residents and helps us focus our attentions on fine tuning service delivery to meet their diverse needs. Polling also ensures that we meet targets and criteria set out in the Community Action Plan as well as informing Council and staff as we begin the process of developing the next Strategic Plan (2014-2017) in December 2014.

The customer polling of residents is a good news story. The poll results indicate that we’re doing the right things on many levels. Residents overall are satisfied with their municipality as a place to live, do business and take part in leisure activities.

Overall, satisfaction levels have been maintained and in many areas increased over the last four years. The Town is committed to undertake further review and action in those areas where improvement is needed and implement those improvements as part of future strategic initiatives. Customer polling results/findings will also become part of the discussions and dialogue during annual planning and resident consultation sessions.

The Town wishes to thank all residents who took part in the Customer Polling exercise and who provided their insight and valuable feedback.

**ATTACHMENTS:**

ATT-1: Town of Ajax – Resident Survey 2014, Environics Research Group

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David W. Forget, Manager, Quality Systems and Special Projects

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Marilou Murray, Manager of Strategy, Communications and Policy

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Brian J. Skinner, Chief Administrative Officer



# Town of Ajax

## Resident Survey 2014



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# Key insights

- Ajax residents can generally be described as satisfied with their town; they are happy with the performance of their local government, they believe the Town is safe, and they consider Ajax to be as nice as – or better than – other areas in the GTA. Experiences with Town staff and services are rated positively, and are consistent with findings from past surveys.
- Ajax residents are also well-informed: most are aware of the upcoming election, and many visit the Town's website or read local newspapers to keep up-to-date.
- Crime is no longer the top issue in Ajax, and residents are more likely than in the past to say that the Town is a safe place in which to live.
- Transportation issues are mentioned frequently, and should likely become a priority for the Town of Ajax moving forward. Traffic is the top-of-mind issue for residents, and satisfaction with road maintenance is down. Even the top community safety issue is said to be traffic-related crime (e.g., speeding, careless driving).





# Key insights

- Other priorities for the Town identified in the survey include the local job market, opportunities for education or skills development, and finding help for people in need. Accommodating the diversity of the community should also be a concern, as the proportion of residents that feel there are groups that face barriers to programs and services offered by the Town has more than doubled since 2010.
- When it comes to taxation, residents are more likely to support a small increase in order to maintain services, but there is also a preference for user fees to cover some of the costs of Town programs and services.
- Residents would like to see more spending directed to services for seniors and road maintenance. Winter maintenance is another area where residents feel the Town should spend more, but this may be the result of timing, as the survey was conducted towards the end of a particularly long winter.
- Most residents are aware of an issue with algae on Lake Ontario, and feel that finding a solution should be a top priority.



# Most important issue facing Ajax



## Key insights

- Traffic issues now surpass mentions of crime as the most important issue facing Ajax (unprompted).

**When asked to name the most important issue facing Ajax today, residents point first to traffic and congestion issues (13%, up 7 points from 2010).** One in ten each mention crime (9%, down 4), development issues (8%) and roads/road conditions (8%, up 5). Just under one in ten each mention taxes (7%, down 4), employment/job creation (7%),\* population growth/expansion (6%, up 4) and business development/economy (6%).\* Five percent continue to name public transit, unchanged from 2010.

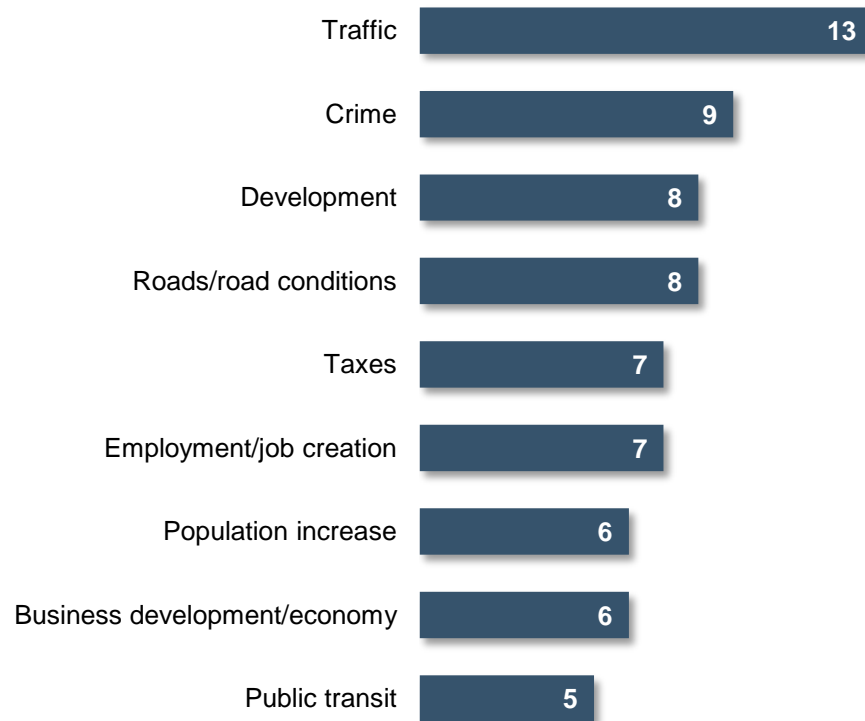
A similar pattern of responses is found among all demographic subgroups. However, top-of-mind mentions of crime continue to be higher among those who do not perceive Ajax as a safe community (28%) – in this case, nearly five times higher than those who do perceive Ajax as safe (6%). Mentions of crime are also higher among those with children at home, and tend to be lower among those aged 60+.

\*Related tracking from 2010: Lack of industry/jobs (5%) and Lack of industry/businesses/shops/opportunities (2%).



# Most important issue facing Ajax

## Top responses 2014



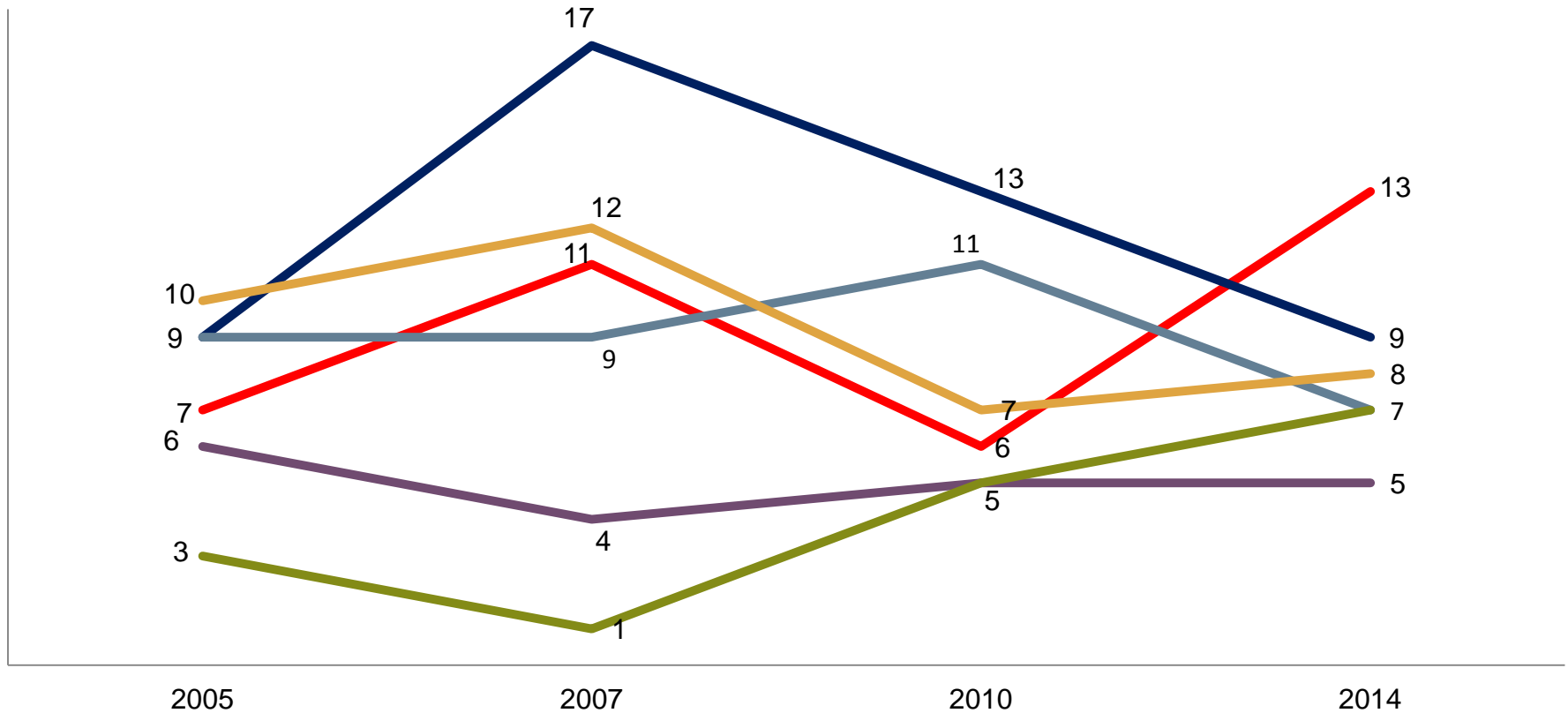
Q1 In your opinion, what is the single most important issue facing Ajax today?



# Most important issue facing Ajax



— Traffic   
 — Crime   
 — Taxes   
 — Public transit   
 — Development\*   
 — Employment/jobs



Q1 In your opinion, what is the single most important issue facing Ajax today?

\* 2005 – 2010 data combines “Overdevelopment/lack of green space” and “Development (unspecified)” for comparison purposes



# Quality of life



## Key insights

- The convenience of location/proximity to the country and city, and access to amenities, followed by the waterfront and green space top the list of things Ajax residents like most about the Town. Traffic issues are, by far, the most disliked aspect of life in Ajax.
- While residents continue to say that Ajax is better than most areas of the GTA, there continue to be gaps in the stated importance of quality of life measures compared to how residents rate Ajax's performance on these measures – especially regarding job availability, opportunities for education/skills development and the community's ability to find help for people in need. (See gap analysis table on slide #16.)



# Quality of life



**Ajax residents have come to enjoy the Town's proximity and ease of access to both country and city life (21%, up 11 points from 2010), and access to amenities like shops and restaurants (21%), and continue to take pleasure in its small-town community atmosphere (19%), as well as waterfront access (18%, down 8) and green space/parks (16%, down 8), although to a lesser extent than in 2010.** About one in ten each mention community centres/events, quiet/peaceful (up 5), friendly, resources/services , bike paths and trails, and clean/cleanliness.

An appreciation of the waterfront is especially strong among residents aged 45+, as well as among the more affluent, those with children, those who have lived in Ajax for 16+ years and those who identify as a visible minority. The small-town feel/sense of community are particularly valued by those aged 18 to 29, while an appreciation for access to amenities increases with age. Those who live in Wards 3 and 4 are more likely to mention the waterfront, while those in Wards 1 and 2 are more likely to cite transportation/public transit.

**Following from residents' top most important issue, traffic and congestion issues top the list of things they most dislike about Ajax (38%, up 10 points).** Residents are also unhappy with the level of development/overdevelopment, business development/economy (up 10), public transit, (down 4) and crime/safety. Traffic issues are especially annoying for those under the age of 60, as well as for the most affluent.



# Quality of life



**A majority of six in ten residents still believe that Ajax is better than most areas of the GTA as a place to live.** Believing Ajax to be better than most neighbouring areas is the predominant view among most demographic subgroups. However, those who are dissatisfied with Ajax government or who feel Ajax is not safe are least likely to say this, and more likely to say Ajax is not as good or about the same as other areas in the GTA. Those who live in Wards 3 and 4 tend to think Ajax is better, while those in Ward 1 tend to think it's about the same as other areas of the GTA.

**When given a list of factors that make a community a good place to live, majorities of Ajax residents rate most as very important – especially a feeling of belonging and being safe in one's neighbourhood, and the environment in which people live.** Of less importance are a vibrant downtown with shopping/restaurants/entertainment areas, and opportunities to get involved with organizations and local government.

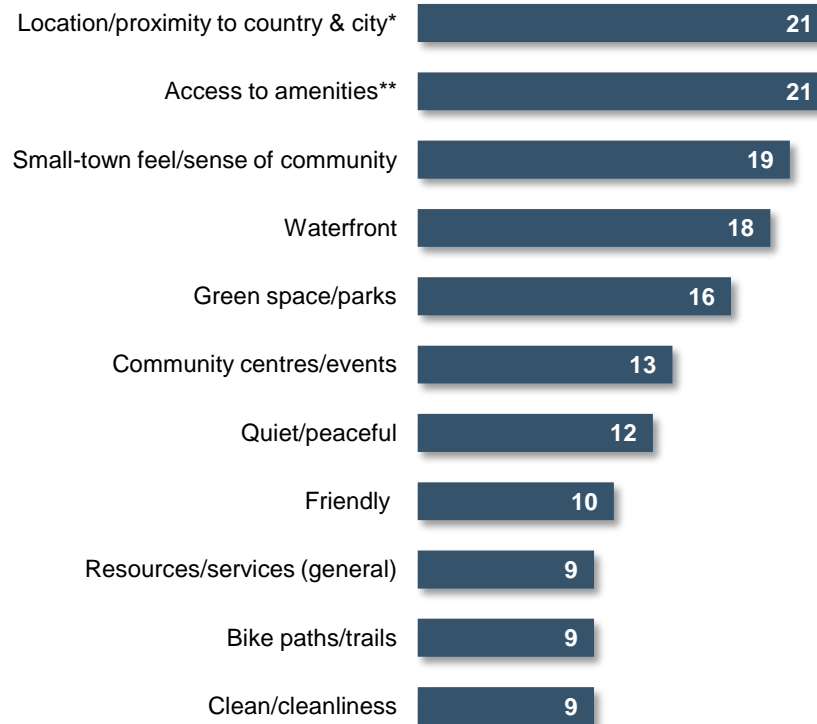
**Majorities rate Ajax as excellent or good on most of these factors, particularly regarding the amount of green space and the environment in which people live.** Residents are least enthusiastic about the Town's performance on helping people in need, a vibrant downtown and the kinds of jobs available for residents locally.

**Looking at the difference between stated importance versus the rating residents give the Town for each factor, the largest gaps are found for the kinds of jobs available for residents locally, opportunities for education/skills development and helping people in need.** Smaller gaps are evident for a feeling of belonging and being safe in one's neighbourhood, the environment in which people live and a vibrant downtown. These represent areas of improvement for the Town of Ajax. (See gap analysis table on slide #16.)



# Like most about Ajax

## Top responses 2014



Q2 Thinking about the whole community of Ajax, what are the two or three things you LIKE the MOST? Anything else?

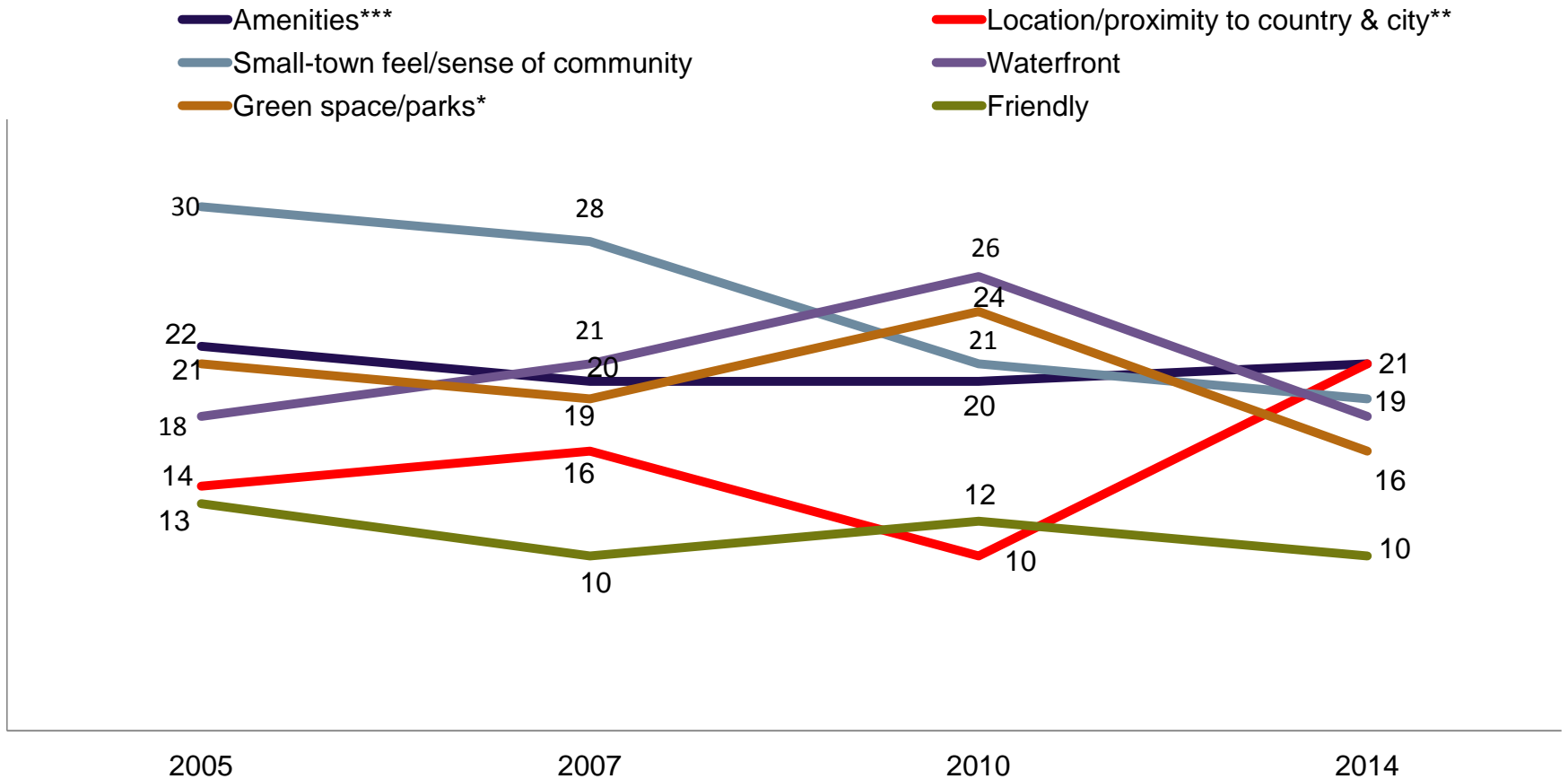
Multiple responses \* Combination of "Convenience/proximity" and "Access/proximity to Toronto"

\*\* Combination of "Access to retail/shopping" and "Access to amenities"





# Like most about Ajax



Q2 Thinking about the whole community of Ajax, what are the two or three things you LIKE the MOST? Anything else?

Multiple responses \* Prior to 2014: "Parks/recreation/sports/teams" \*\* In 2014, combination of "Convenience/proximity" and "Access/proximity to Toronto"

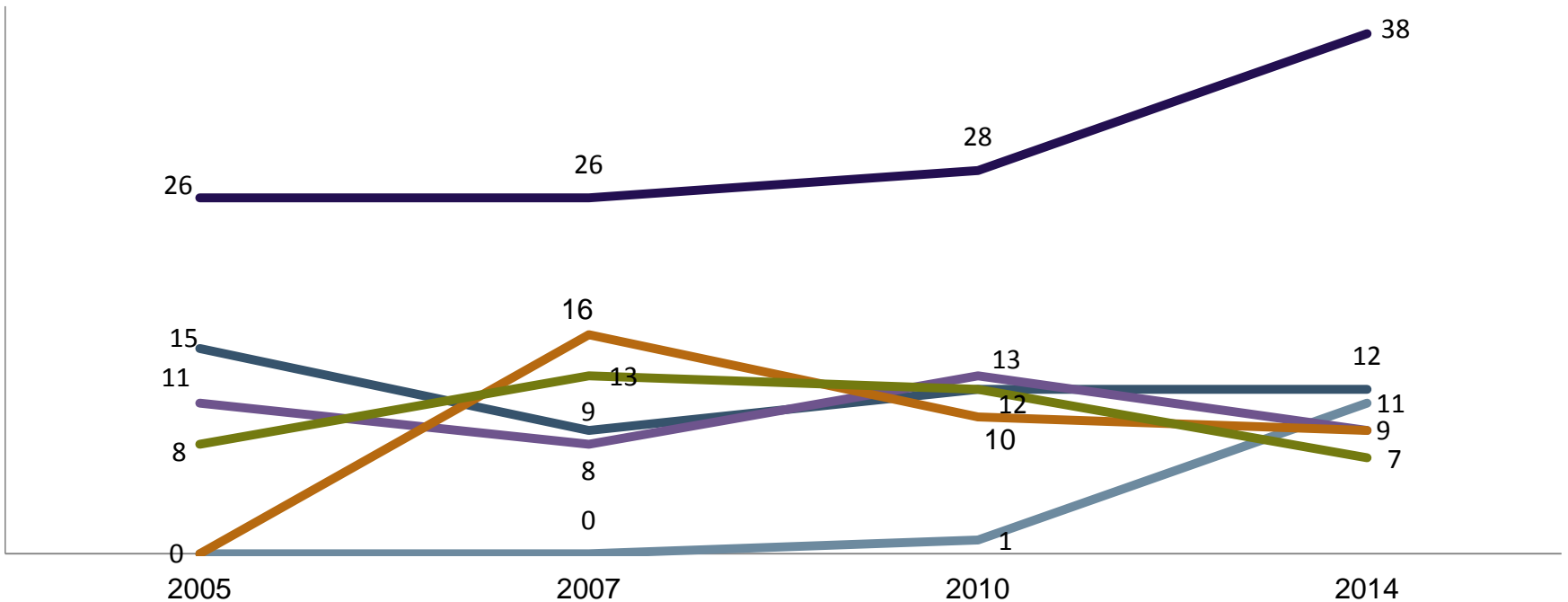
\*\*\* In 2014, "Access to retail/shopping" and "Access to amenities" combined



# Dislike most about Ajax



- Roads/traffic/parking\*
- Business development/economy
- Crime/safety
- Overdevelopment/crowding
- Public transit
- Taxes/fees



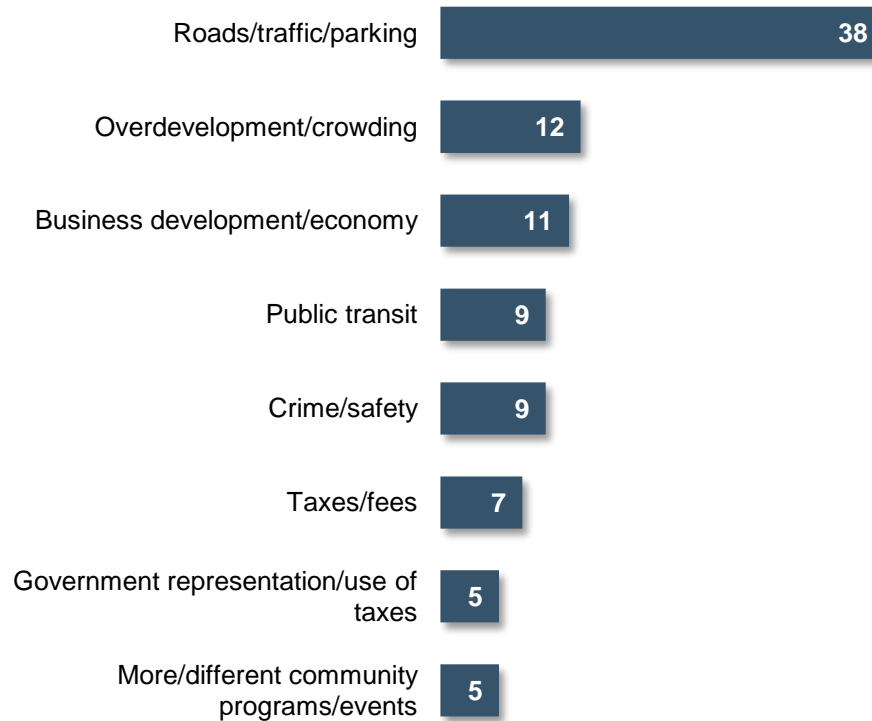
Q3 Thinking about the whole community of Ajax, what are the two or three things you DISLIKE the MOST? Anything else?  
 Multiple responses \* In 2014, combination of "Traffic/congestion," "Roads/road conditions" and "Lack of parking"





# Dislike most about Ajax

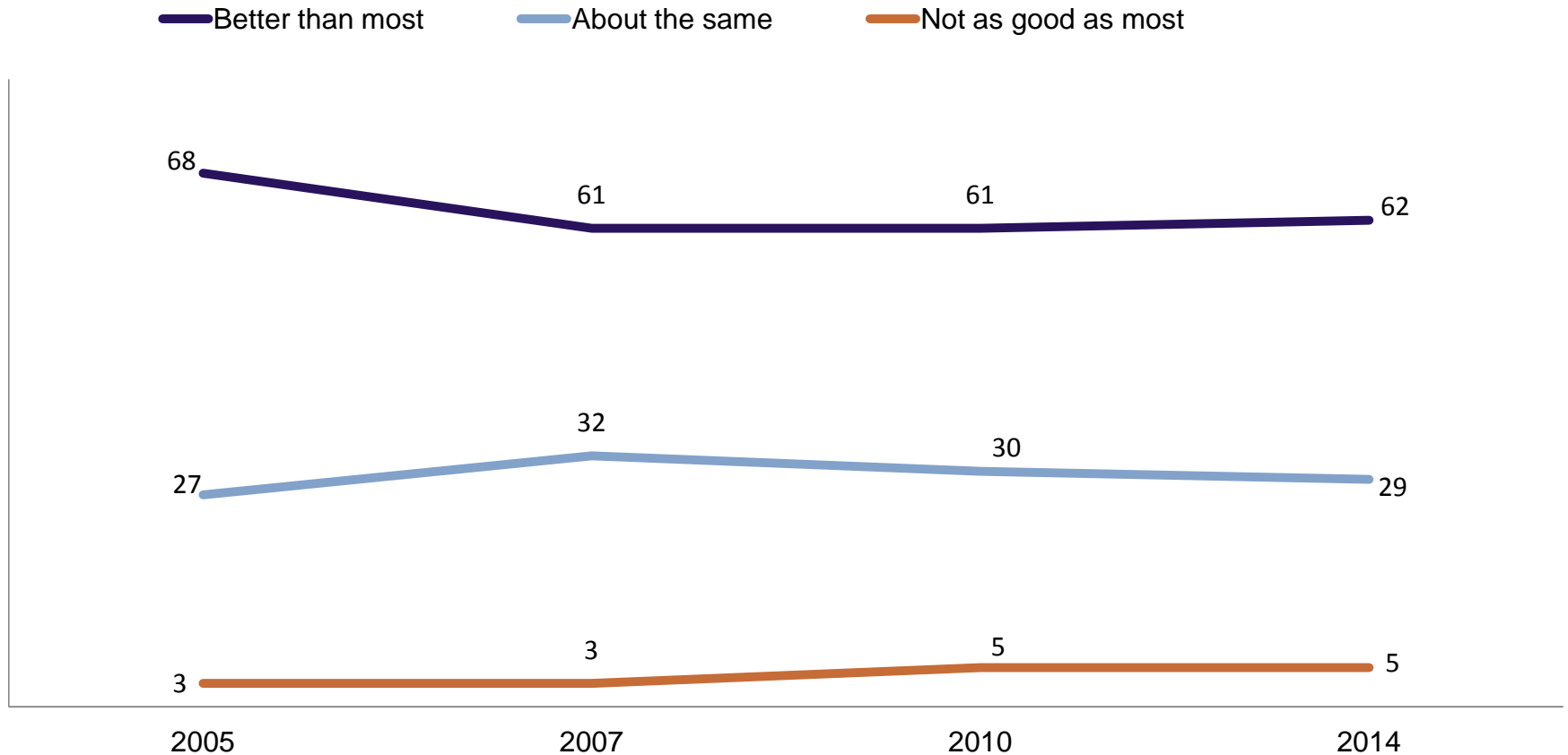
## Top responses 2014



Q3 Thinking about the whole community of Ajax, what are the two or three things you DISLIKE the MOST? Anything else?  
Multiple responses



# Ajax compared to other GTA areas



Q4 Thinking about Ajax as a place in which to live, would you say that it is generally...?



# Quality of life measures – gap analysis



	VERY IMPORTANT %				RATING EXCELLENT/GOOD %				GAP* 2014
	2005	2007	2010	2014	2005	2007	2010	2014	
A feeling of belonging and being safe in one's neighbourhood	93	93	93	<b>90</b>	74	62	66	<b>74</b>	<b>-16</b>
The environment in which people live	93	93	92	<b>88</b>	81	78	78	<b>82</b>	<b>-6</b>
The amount of green space	81	81	81	<b>81</b>	76	74	80	<b>84</b>	<b>+3</b>
Opportunities for education/development of new skills	78	73	74	<b>79</b>	57	49	47	<b>55</b>	<b>-24</b>
Opportunities for recreation, sports, leisure and cultural activities	74	73	72	<b>75</b>	82	78	77	<b>78</b>	<b>+3</b>
The feeling of tolerance among different ethnic groups	82	77	76	<b>74</b>	75	66	68	<b>73</b>	<b>-1</b>
The kinds of jobs available for residents locally	73	71	68	<b>73</b>	38	33	27	<b>22</b>	<b>-51</b>
How good the community is at finding help for people in need	76	67	67	<b>71</b>	55	46	48	<b>49</b>	<b>-22</b>
Ease with which people can get info on their community & government services	65	65	65	<b>65</b>	77	72	69	<b>70</b>	<b>+15</b>
Walkability & bikeability of the community*	–	–	70	<b>63</b>	–	–	73	<b>77</b>	<b>+14</b>
Quality of Town buildings & overall appearance of the community	59	58	58	<b>60</b>	68	70	72	<b>71</b>	<b>+11</b>
Vibrant downtown with shopping, restaurants & entertainment areas	–	–	51	<b>48</b>	–	–	43	<b>42</b>	<b>-6</b>
Opportunities to get involved with organizations & local government	40	36	42	<b>40</b>	62	55	55	<b>57</b>	<b>+17</b>

Significant changes from 2010:

**Gone up**  
**Gone down**

Q6 Now I would like to ask you a two-part question.

i) First, in general, how important is each of the following factors in making any community a good place in which to live and work ...?

ii) Second, how would you rate The Town of Ajax on each of these areas ...?

Slight wording change in 2014

\*Gap calculated by subtracting Excellent/good rating from Very important



# Government and services



## Key insights

- Residents are highly satisfied with the Town of Ajax municipal government and most are aware of the upcoming municipal elections on October 27, 2014 – and residents want the post-election government to focus on community safety, financial stability/sustainability and lower/reduced taxes.
- Residents are happy with the services provided by the Town of Ajax, and most prefer spending to remain the same. Stand-outs for increased spending include winter sidewalk maintenance, services for seniors and winter road maintenance.
- When it comes to options for taxation and service delivery, Ajax residents prefer a tax increase between 2.5% and 3% to maintain services, and that Town programs and services be paid for by user fees instead of through general tax revenues.



# Government and services



## Key insights (continued)

- In their assessment of municipal services, most residents agree that the services provided are of good quality, residents are treated fairly, and the Town conducts its business in an open and accountable manner. Residents are less convinced that the priorities of the Town are in touch with the needs of the community and that the Town does a good job managing tax dollars.
- Residents who contacted a Town of Ajax municipal department to conduct business or obtain municipal services mainly did so over the phone or in person, and are largely happy with the service they received and with their interaction with Town employees.



# Government and services



**Over eight in ten (85%) Ajax residents are satisfied with the Town of Ajax municipal government; this is on par with the findings reported in 2010. Seven in ten (69%) are aware of the upcoming October 27 municipal elections, and would mainly like to see a post-election government focus on community safety (20%), financial stability/sustainability (20%) and lower/reduced taxes (17%). One in ten each would also like government to prioritize economic development/tourism, maintaining services, local transportation and traffic/speeding.**

Satisfaction with Ajax municipal government is higher among those who feel the Town of Ajax is safe and those who believe that Ajax is better than most areas of the GTA. Awareness of the upcoming municipal elections is at the majority level and post-election priorities are largely similar across demographic subgroups . Community safety is more pressing priority for women and those who feel Ajax is not a safe place. Environmental initiatives are more of a priority for residents of Wards 1 and 3.





# Government and services



**Majorities are satisfied with Town of Ajax services, including nine in ten who are happy with firefighting services, indoor recreation facilities, public library services, fire prevention, parks, community events and recreational programs.** Satisfaction has increased since 2010 for about half of the services, with declines in satisfaction noted on road and sidewalk maintenance services across the board, as well as litter pick-up.

**Most residents prefer to see spending on services stay the same.** Between one and four in ten want to see spending increased – especially for winter sidewalk maintenance, services for seniors and winter road maintenance.

Satisfaction with Town of Ajax services, as well as a preference for keeping spending at the same level, is higher among those who are satisfied with Ajax municipal government and those who believe Ajax is better than most other areas of the GTA. A desire for increased spending on parks and recreation-related services is higher among residents with children at home. Wanting increased spending on services for seniors is more predominant among those aged 45+, those with incomes under \$100K, those who identify as a visible minority, and increases as education decreases. Those who are dissatisfied with Ajax government are more likely to want increased spending on road and sidewalk maintenance during spring, summer and fall, and litter pick-up. A preference for increased spending on safety-related issues like fire prevention, and traffic enforcement and calming is higher among those who do not feel that Ajax is a safe community.



# Government and services



**When presented with options for paying for Town services, half of residents prefer a tax increase of between 2.5% and 3% to maintain services (52%) over maintaining taxes and possibly cutting services (34%), or increasing taxes more than 3% to expand or improve services (8%).** Preference for a tax increase of 2.5% to 3% to maintain services is stronger among those who are satisfied with the Town of Ajax government, while those who are dissatisfied are more likely to choose maintaining taxes and possibly cutting service.

**When given the options of paying for programs and services by everyone through general tax revenues, or by those who use the programs and services through user fees, just over half (54%) of Ajax residents choose user fees and four in ten (38%) choose tax revenues.** A preference for using tax revenues is higher among those who are satisfied with Ajax government, while those who are dissatisfied choose user fees.



# Government and services



**Majorities agree that the Town of Ajax staff treats residents fairly (61%), and that the Town provides good quality services (60%, down 5 points from 2010), and conducts business in an open and accountable manner (53%). Residents are less likely to agree that the Town is in touch with the needs of their community (49%) or does a good job of managing tax dollars (44%).**

Agreement with all of these statements is higher among those who are satisfied with the Town of Ajax government, those who feel Ajax is a safe community and those who believe Ajax is better than most areas in the GTA.

**Just over four in ten (43%) residents contacted a Town of Ajax municipal department in order to conduct business or obtain municipal services. Those who did so mainly contacted the Town by telephone (46%) or in person (37%); only one in ten used email.**

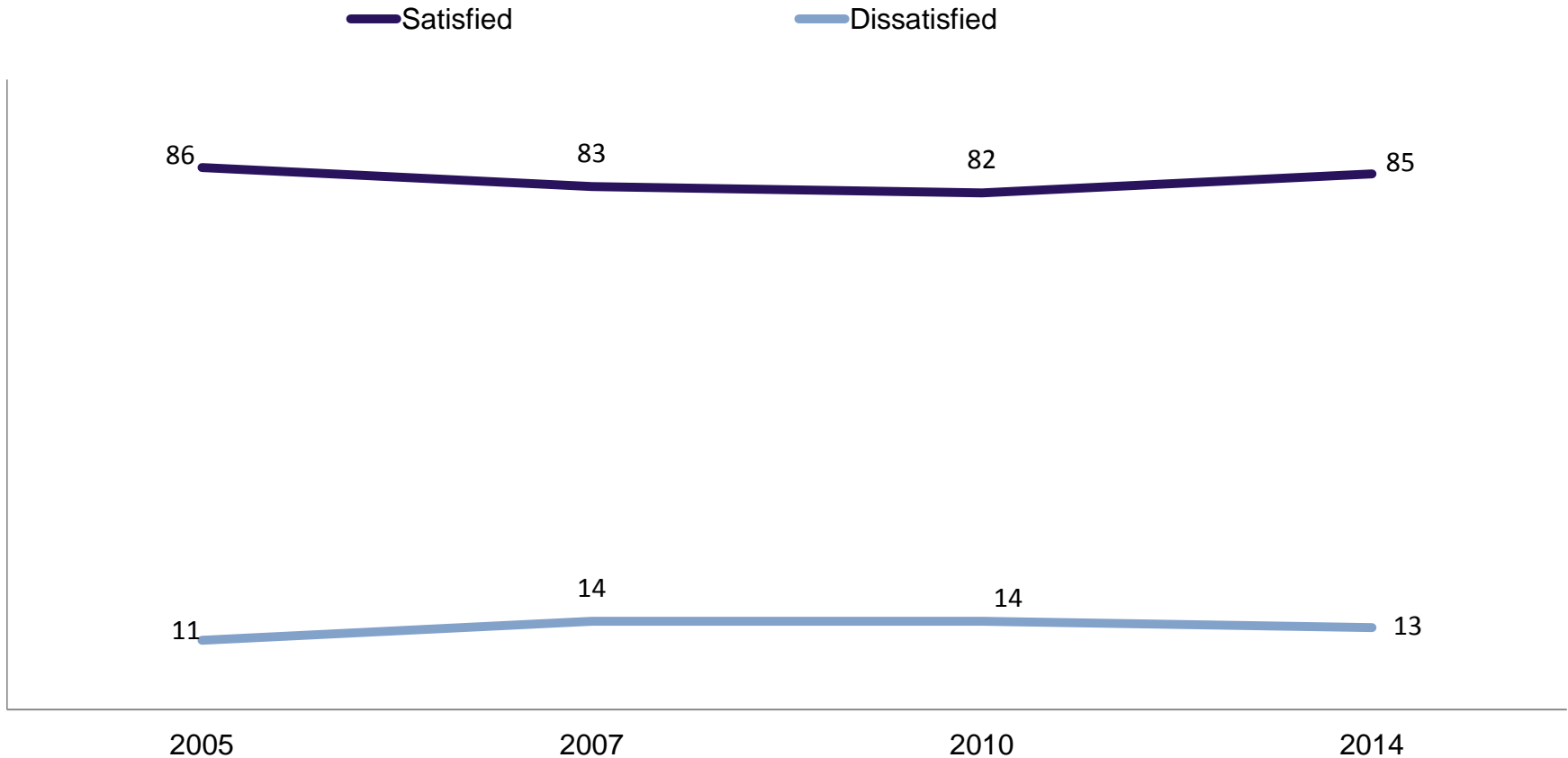
**Most residents are happy with all aspects of the service they received, with few exceptions.**

Among those who contacted the Town by phone, residents are less likely to agree that it was easy to find the right number and that the automated phone system was easy to use. Only 30 people used email to contact the Town, 10 used the website and one used mail – these samples are too small for analysis.

**Large majorities of between seven and nine in ten agree with all aspects of Town employee performance and service quality, with ratings on par with those found in 2010.** Agreement with most statements is higher among those who are satisfied with the Town of Ajax government and those who feel the Town is a safe community.



# Satisfaction with Town of Ajax government



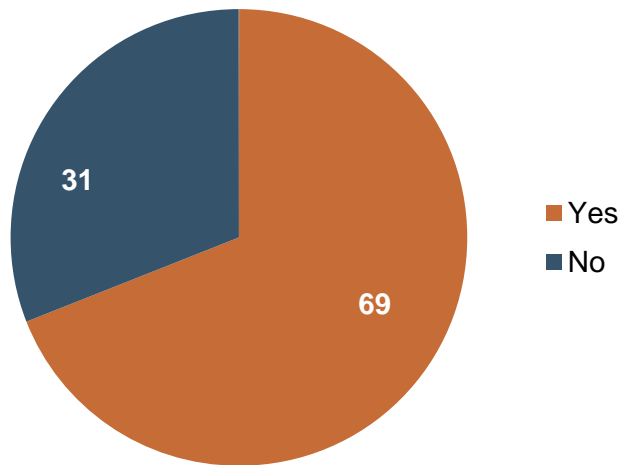
Q5 Would you say that you are very satisfied, somewhat satisfied, somewhat dissatisfied or very dissatisfied with the Town of Ajax local municipal government?



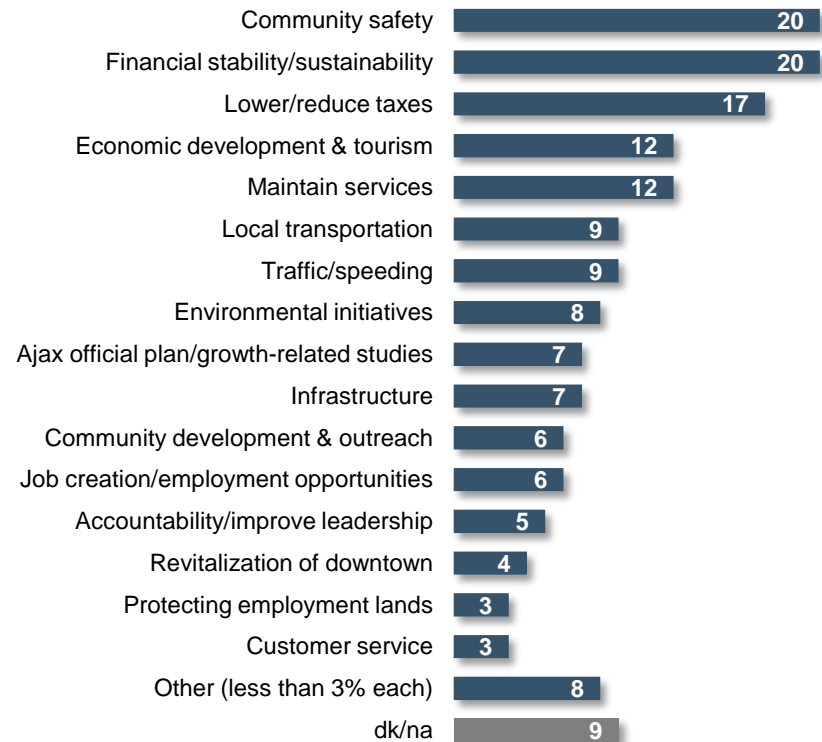
# Municipal elections and priorities



## Aware of October 27 municipal elections



## Main priorities for municipal government



Q21 Are you aware that there will be municipal elections held on October 27, 2014?

Q22 Once the municipal elections are concluded, for the next term of Council (2015-2018), what should be the main priorities of your municipal government?



# Satisfaction with & preferred spending on specific Town of Ajax services



	SATISFIED %				SPEND MORE %			
	2005	2007	2010	2014	2005	2007	2010	2014
Firefighting services	91	95	92	<b>95</b>	25	21	19	<b>16</b>
Indoor recreation facilities	90	92	87	<b>93</b>	20	17	20	<b>17</b>
Public library services	89	88	87	<b>90</b>	20	18	22	<b>14</b>
Fire prevention services	88	88	86	<b>90</b>	18	12	13	<b>19</b>
Parks	90	93	93	<b>90</b>	24	20	19	<b>20</b>
Community events	87	86	83	<b>89</b>	13	13	16	<b>11</b>
Recreational programs	89	85	82	<b>89</b>	23	21	20	<b>22</b>
Air and water quality services	83	83	83	<b>87</b>	33	30	27	<b>26</b>
Outdoor sports facilities	78	83	78	<b>84</b>	22	20	23	<b>20</b>
Number of walking/biking trails in the Town	80	81	81	<b>83</b>	27	23	24	<b>21</b>
Preservation & re-use of heritage buildings	–	–	74	<b>76</b>	–	–	15	<b>15</b>
Road & sidewalk maintenance during spring, summer, fall	88	83	81	<b>74</b>	19	25	21	<b>29</b>
Network of roads	74	74	75	<b>73</b>	34	35	31	<b>35</b>
Arts & culture	71	69	72	<b>73</b>	23	20	20	<b>19</b>
Litter pick-up in parks & municipal roads	80	72	76	<b>71</b>	22	30	26	<b>30</b>
Traffic enforcement & calming initiatives	72	66	72	<b>70</b>	32	36	29	<b>30</b>
Winter road maintenance	73	71	79	<b>64</b>	33	31	24	<b>39</b>
Winter sidewalk maintenance	65	67	68	<b>56</b>	31	30	27	<b>42</b>
Services for seniors	56	50	51	<b>55</b>	38	32	32	<b>40</b>

Significant changes from 2010:  
**Gone up**  
**Gone down**

Q7 Now I would like to ask you a two-part question about specific services.

(i) First, are you satisfied or dissatisfied with each of the following services as they are currently delivered by the Town of Ajax ...?

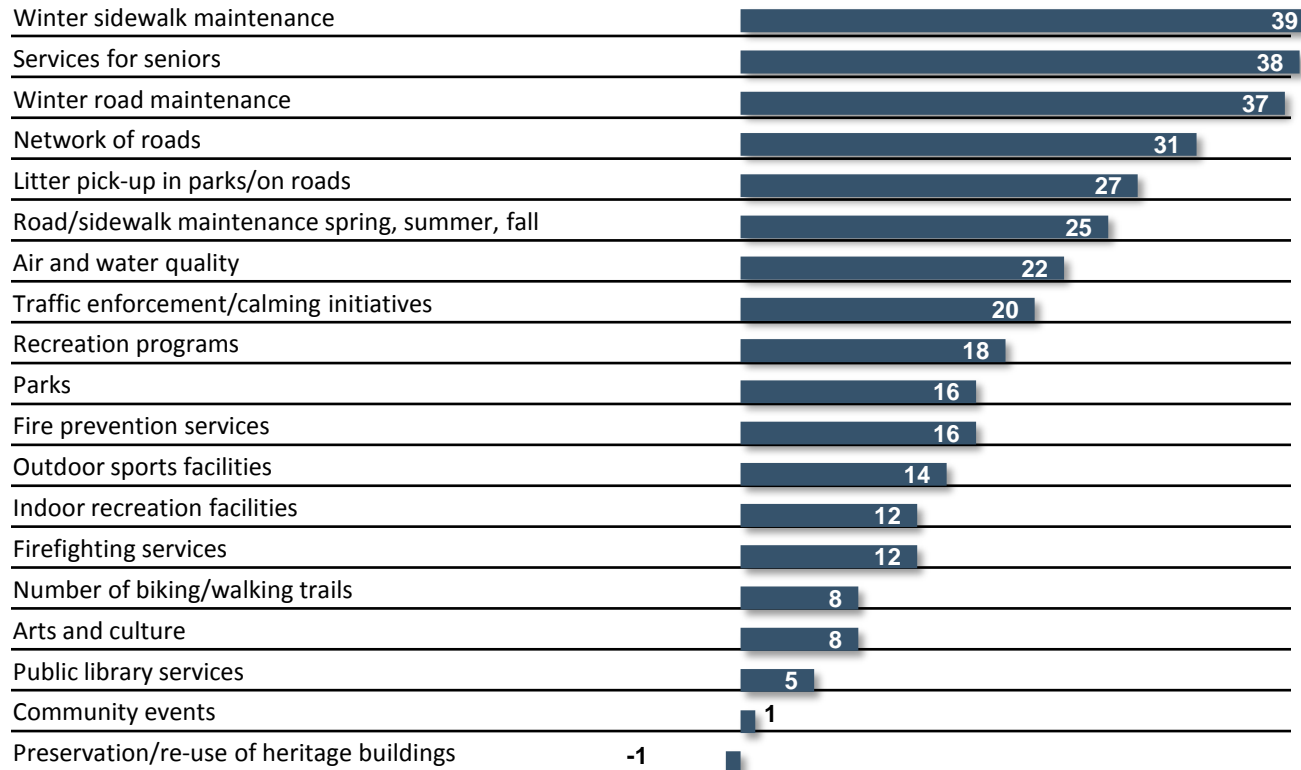
(ii) Second, keeping in mind that taxes/user fees may increase if spending increases, do you think the Town of Ajax should be spending more, less, or the same on each of the following services ...?





# Spending on specific Town of Ajax services

Net score (% saying spend more – % saying spend less)



Q7 Now I would like to ask you a two-part question about specific services.

(i) First, are you satisfied or dissatisfied with each of the following services as they are currently delivered by the Town of Ajax ...?

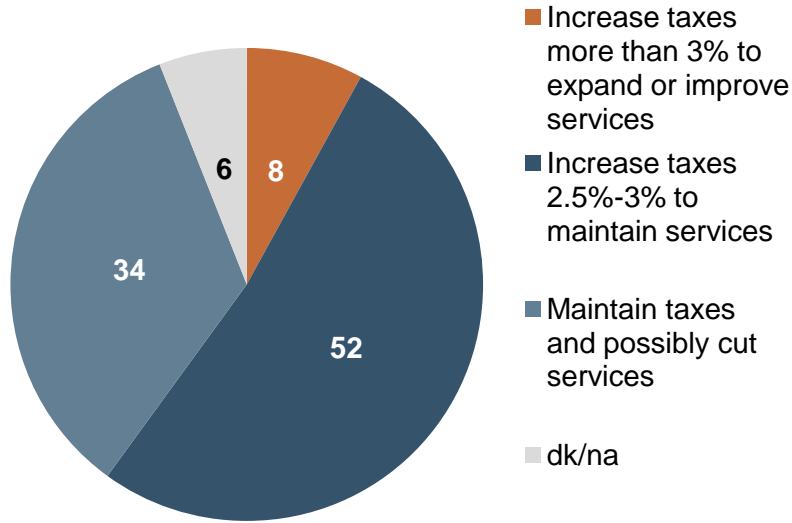
(ii) Second, keeping in mind that taxes/user fees may increase if spending increases, do you think the Town of Ajax should be spending more, less, or the same on each of the following services ...?



# Taxation and payment options for services

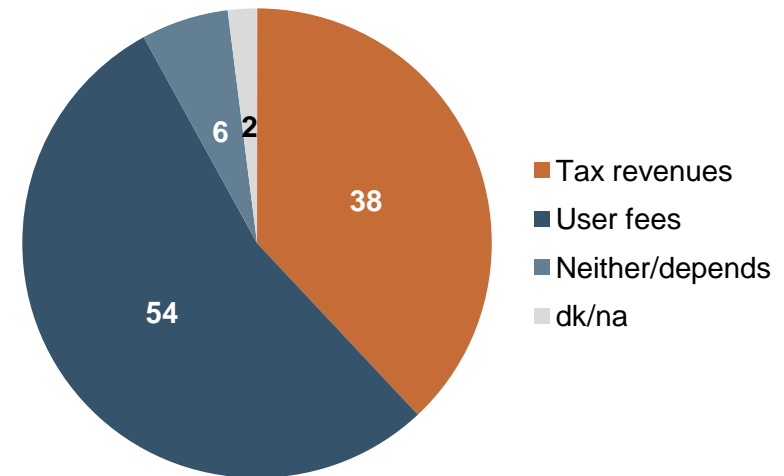


Preference for taxation options



Q9 In the past, the Town of Ajax has typically raised property taxes between 2.5% to 3% every year in order balance the cost of delivering services with taxation. Which of the following options would you most prefer in your town ...?

Preference for payment options



Q10 Which of the following statements is closer to your own opinion ... Town services and programs should be paid for by everyone through general tax revenues ... Those who use Town programs and services should pay for them through user fees?





# Agreement with statements



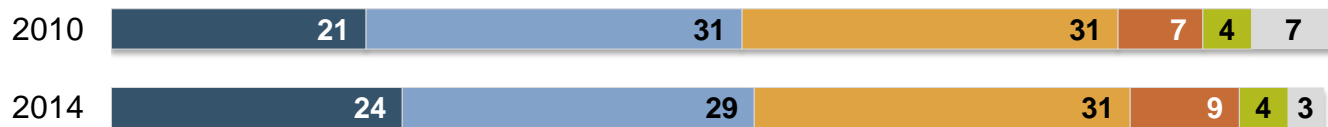
## Town of Ajax staff treats residents fairly



## Town of Ajax provides good quality service



## Town of Ajax conducts business in open/accountable manner



■ Strongly agree [05]  
 ■ [04]  
 ■ [03]  
 ■ [02]  
 ■ Strongly disagree [01]  
 ■ dk/na

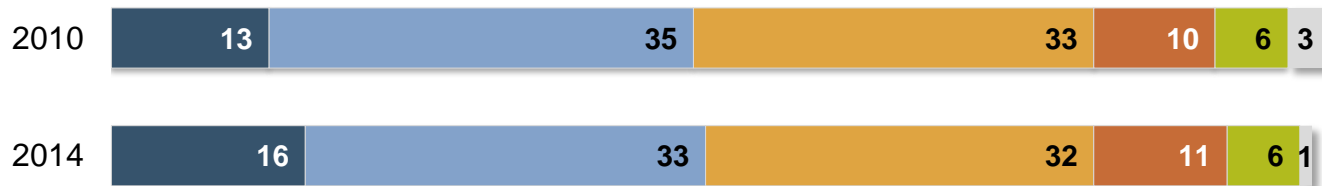
Q8 Please indicate your level of agreement or disagreement with each of the following statements about municipal services on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree.  
 Note: Slight wording change in 2014



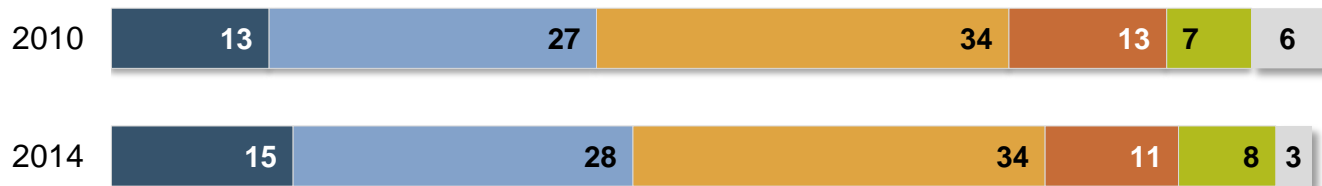
# Agreement with statements (cont'd)



## Priorities of Town of Ajax in touch with needs of community



## Town of Ajax does a good job managing tax dollars



■ Strongly agree [05]  
 ■ [04]  
 ■ [03]  
 ■ [02]  
 ■ Strongly disagree [01]  
 ■ dk/na

Q8 Please indicate your level of agreement or disagreement with each of the following statements about municipal services on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree.

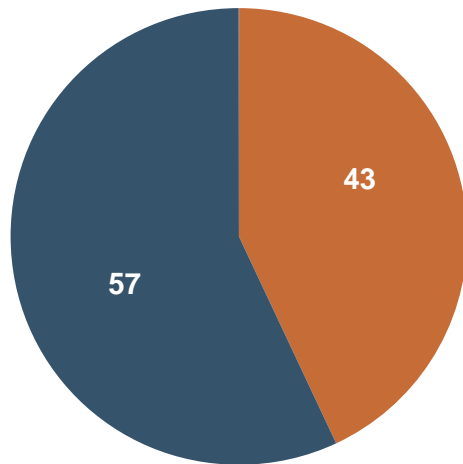
Note: Slight wording change in 2014



# Contact with Town of Ajax in past year

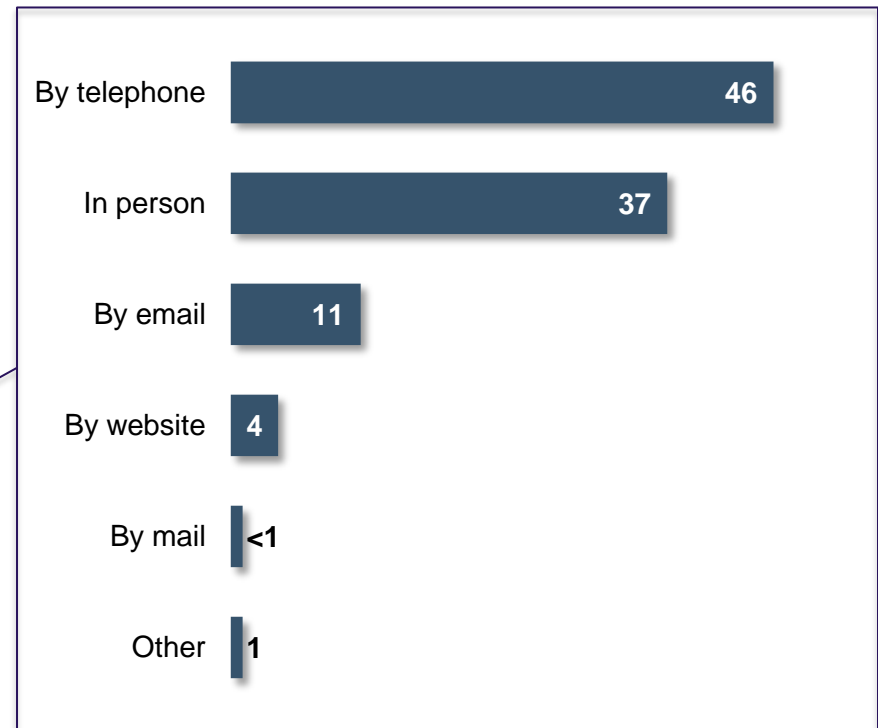


Contacted Ajax municipal department



■ Yes  
■ No

Method of contact (n=259)\*



Q11a Within the past year, have you contacted any of the Town of Ajax's municipal departments in order to conduct business or obtain municipal services?

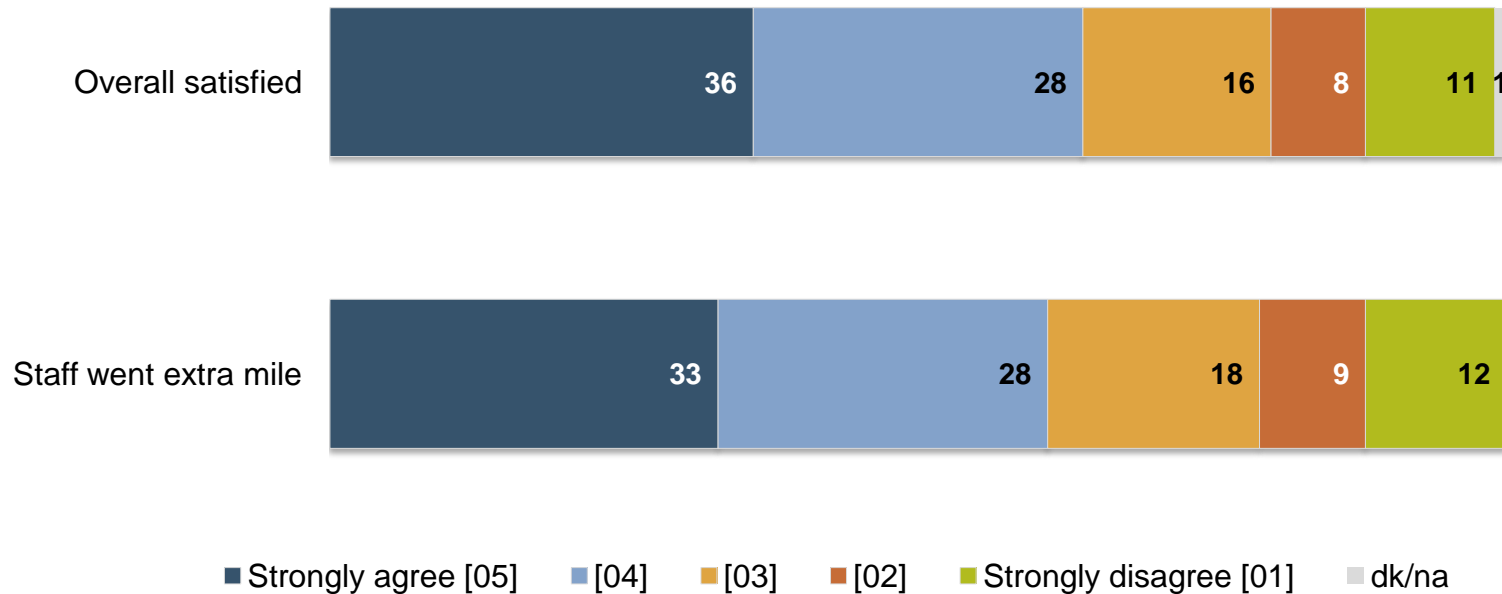
Q11b Was your most recent contact with the Town of Ajax ...?

\*Subsample: Those who contacted a Town of Ajax municipal department in order to conduct business or obtain municipal services





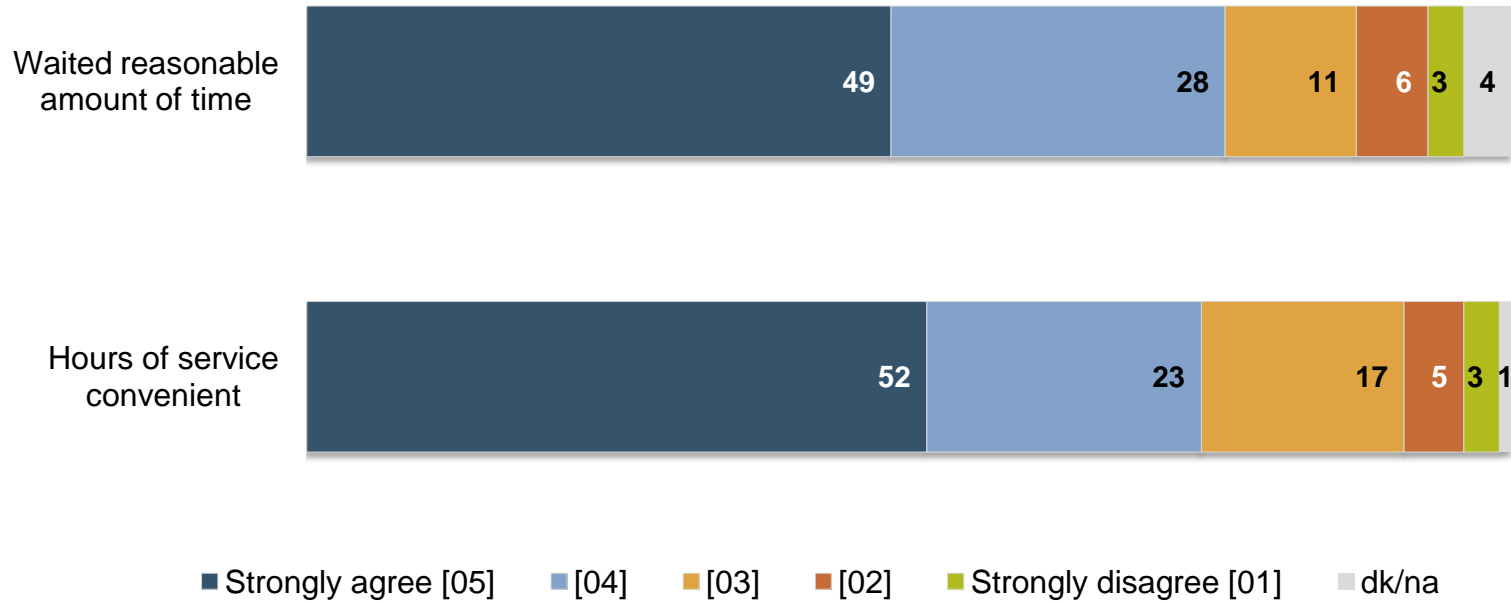
# Agreement with statements about contact with Town of Ajax (n=259)



Q12a-b Based on your most recent contact with the Town of Ajax, please indicate your level of agreement or disagreement with each of the following statements on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree...  
Subsample: Those who contacted a Town of Ajax municipal department in order to conduct business or obtain municipal services



# Agreement with statements about personal visit to Town of Ajax (n=95)

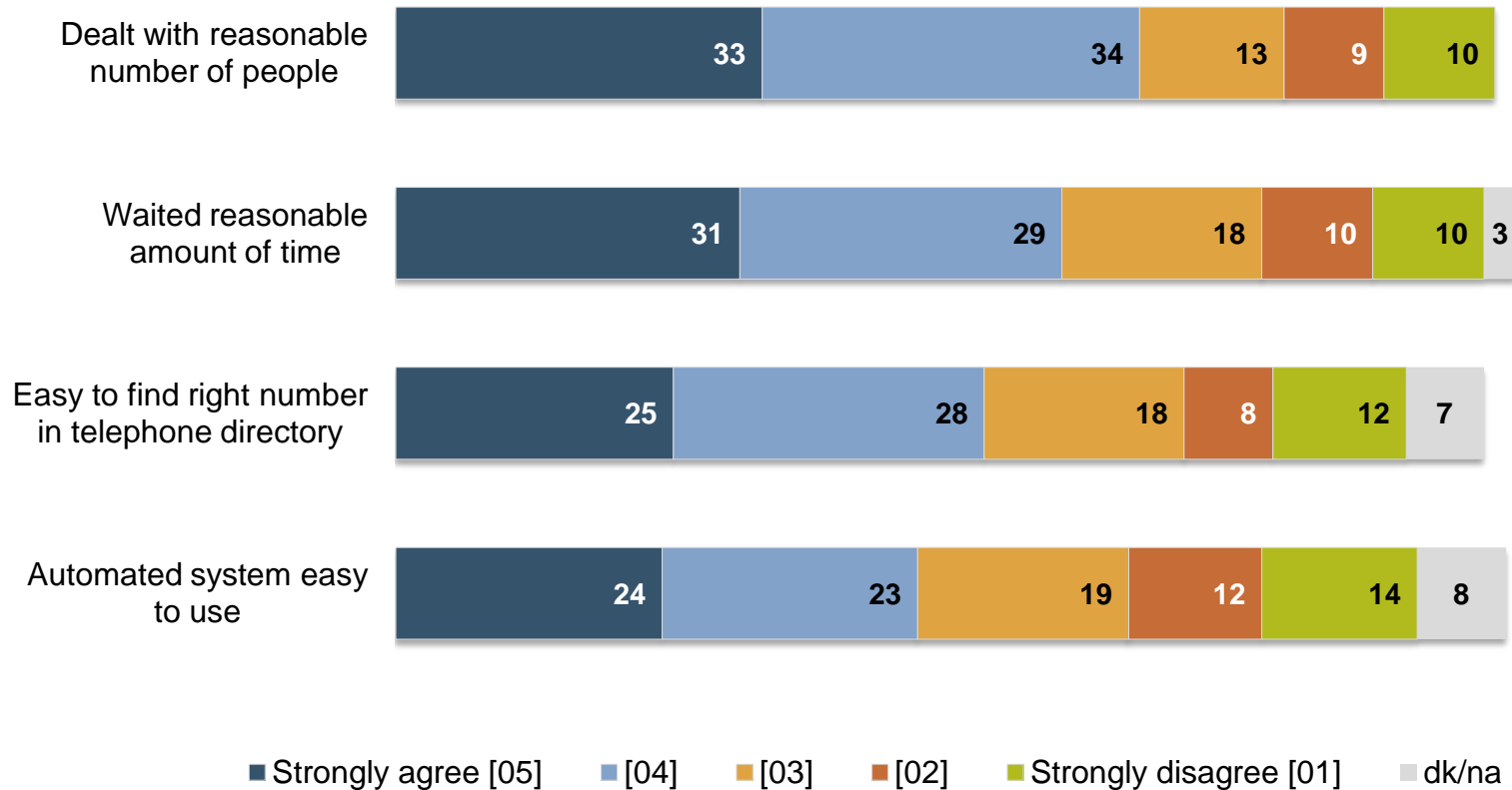


Q12c-d Based on your most recent contact with the Town of Ajax, please indicate your level of agreement or disagreement with each of the following statements on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree...  
 Subsample: Those who personally visited a Town of Ajax municipal department





# Agreement with statements about telephone contact with Town of Ajax (n=119)

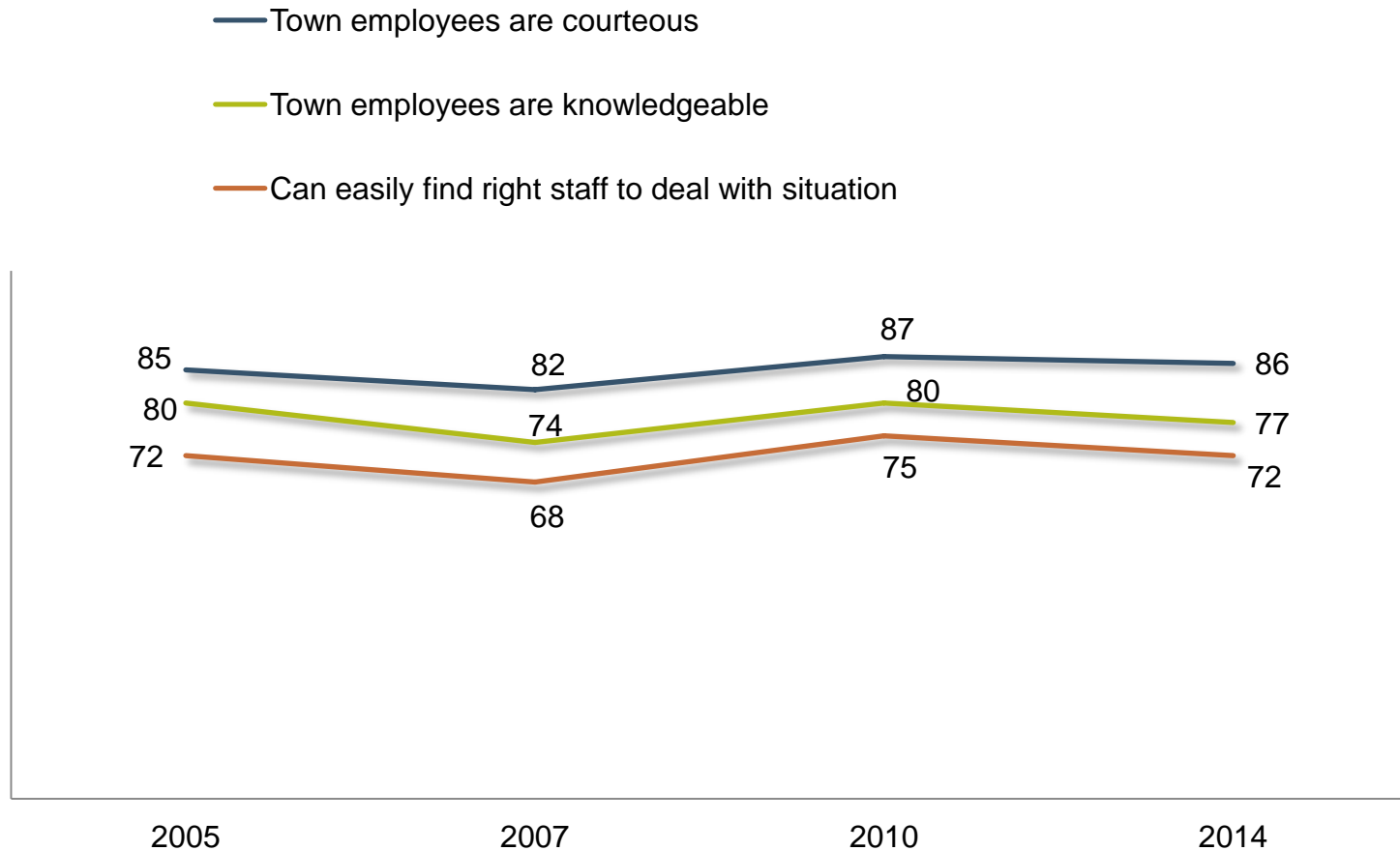


Q12e-h Based on your most recent contact with the Town of Ajax, please indicate your level of agreement or disagreement with each of the following statements on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree...  
Subsample: Those who contacted a Town of Ajax municipal department by telephone



# Experience with Town staff – staff

Agree



Q13a-c Based on either your recent contact with the Town or on what you have read or heard, would you agree or disagree with the following statements ...?

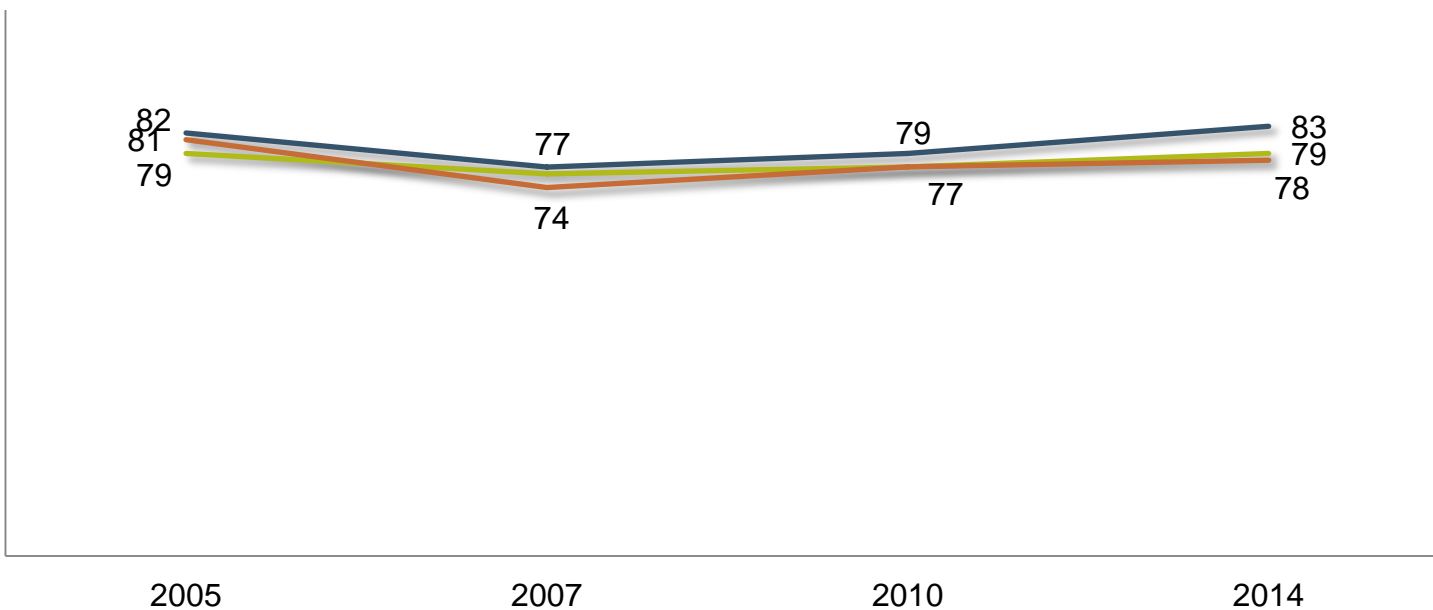


# Experience with Town staff – services

Agree



- Services are dependable/accurate
- Town does good job communicating programs/services
- Services delivered in timely fashion



Q13d-f Based on either your recent contact with the Town or on what you have read or heard, would you agree or disagree with the following statements ...?





# Regional representation



## Key insights

- Most residents agree that the allocation of seats for the Council of the Region of Durham should be based on the current population.

**Nearly eight in ten (77%) agree that seat allocation should be based on the population of each municipality in the Region. When asked about the total number of seats on the Regional council, half (50%) believe it should stay the same, while those who would like to see a change are more likely to prefer a decrease (37%).**

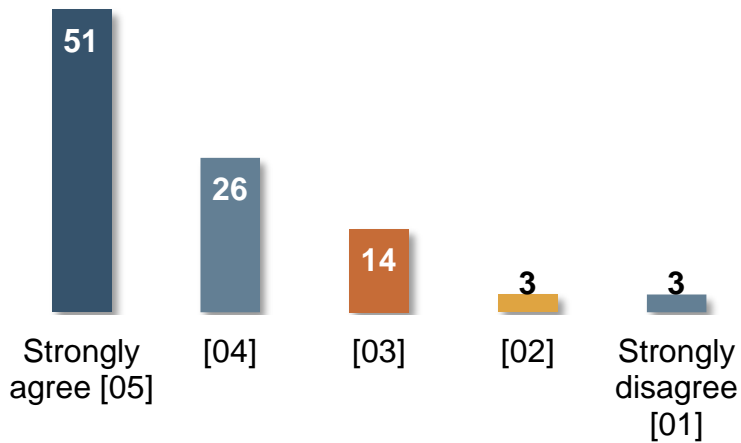
Agreement with the concept of seat allocation based on municipal population is at the majority level across all demographic groups – at seven in ten or more. A preference for a decrease in the number of councillors is higher among men, residents aged 45 and older and those who have lived in Ajax for more than ten years.



# Regional representation

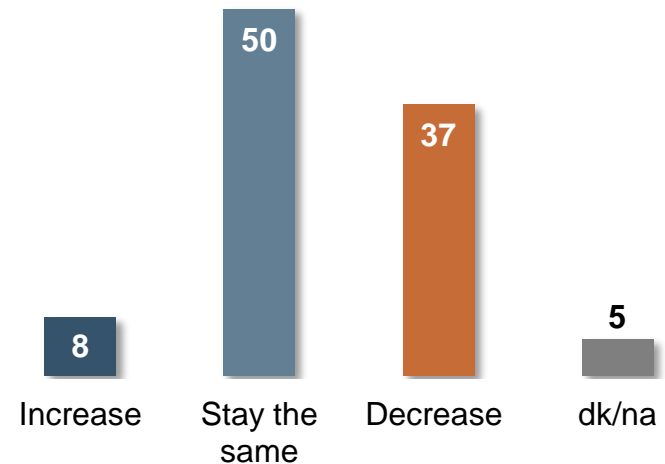


Allocation of seats for Council of the Region of Durham should be based on population



Q24 Please indicate your level of agreement or disagreement with the following statement on a scale from 1 to 5, where 1 means strongly disagree and 5 means strongly agree.

Preference for number of council members



Q23 The Region of Durham currently has 28 Regional Council Members. Would you prefer to see the number of council members across the region increase, decrease or stay the same?



# Information on Town services, programs, initiatives and events



## Key insights

- Most residents get information about Town of Ajax services, programs, initiatives and events through the Town website or the local newspaper, mainly regarding recreation or news/events.
- Residents are happy with the variety of online services currently available on the Town website, and the few suggestions for online services mostly have to do with recreation events/activities, and Town planning and service scheduling information.
- The Town website and local newspaper are also favoured as the most effective ways to communicate Town services.



# Information on Town services, programs, initiatives and events



**Ajax residents mostly turn to the Town of Ajax website (49%, up 6 points from 2010) or local newspaper (30%) to find information about Town services, programs, initiatives and events.** One in ten each consult the Weekly Community Page in the *Ajax News Advertiser* or door-to-door mailings, or find out via word-of-mouth (up 4), or displays at Town Hall, libraries or community centres.

Using the Town's website to get information is more predominant among those under the age of 60, the more affluent and better educated, and those with children at home, as well as among those who are satisfied with the Town of Ajax government; it is also higher among residents of Ward 3. The local newspaper is favoured by those aged 45+ (who are also more likely to prefer door-to-door mailings), those with less than a university education, those who do not identify as a visible minority and those who have lived in Ajax for 16+ years.



# Information on Town services, programs, initiatives and events



**Just over six in ten (63%) have gone to the Town's website in the past year. Those who did so were mainly looking for information on recreation (39%, up 4 points) or news/events (17%).** Close to one in ten also looked for information on employment opportunities, parks/trails/waterfront and garage disposal/pickup (down 5).

Accessing the Town website in the past year is more predominant among those under the age of 60, the more affluent and better educated, and homeowners, as well as residents of Ward 3. Among those who visited the site, recreation and news/events information were the most popular topics across all demographic subgroups. Recreation information was most popular among those aged 30 to 44, those with higher levels of education, and those with children at home, as well as by those who are satisfied with Ajax government.



# Information on Town services, programs, initiatives and events



**A total of eight in ten residents either have no further suggestions (67%) or cannot say (12%) what online services they'd like to access on the Town's website – up from 61% in 2010. The few who do have a suggestion mainly mention recreational events/activities (7%, down 5 points), and information on Town planning (3%) and services scheduling (3%).**

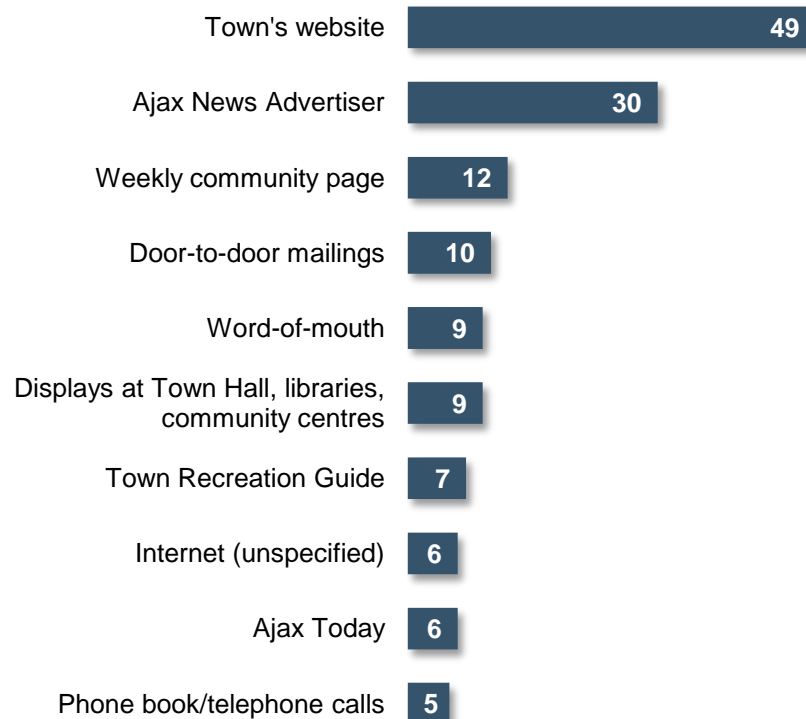
**The Town website (48%) and local newspaper (33%) are also identified by residents as the most effective way of communicating Town services.** About two in ten mention flyers mailed to their home and one in ten suggest email alerts. Five percent or fewer each mention other means of communication, including by phone, social media and displays at community centres. This pattern of response is similar across all demographic subgroups. A preference for in-person communication is more pronounced among residents of Ward 3.



# Method of finding information on Town services, programs, initiatives and events



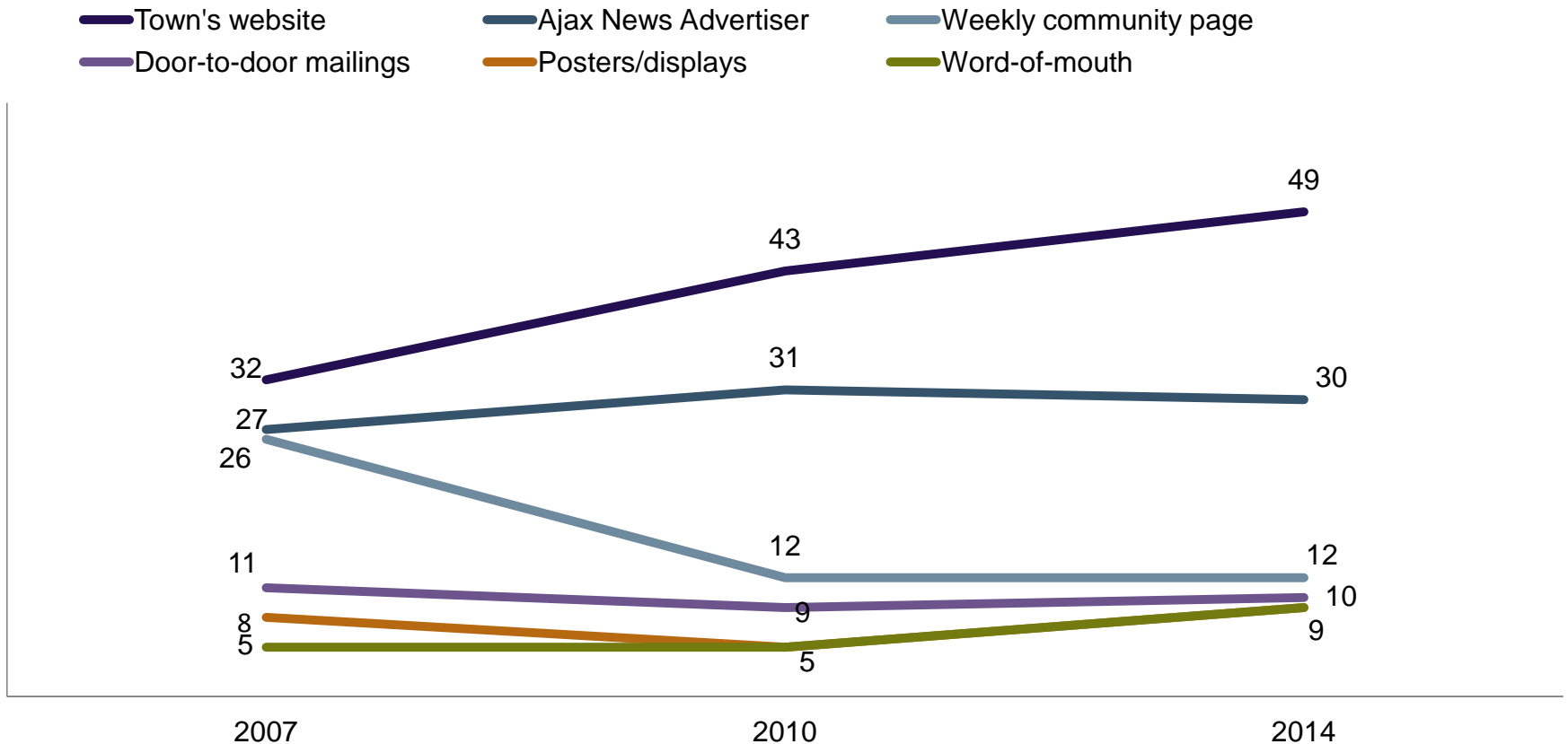
Top mentions 2014



Q14 How do you find out information about Town services, programs, initiatives and events?



# Method of finding information on Town services, programs, initiatives and events

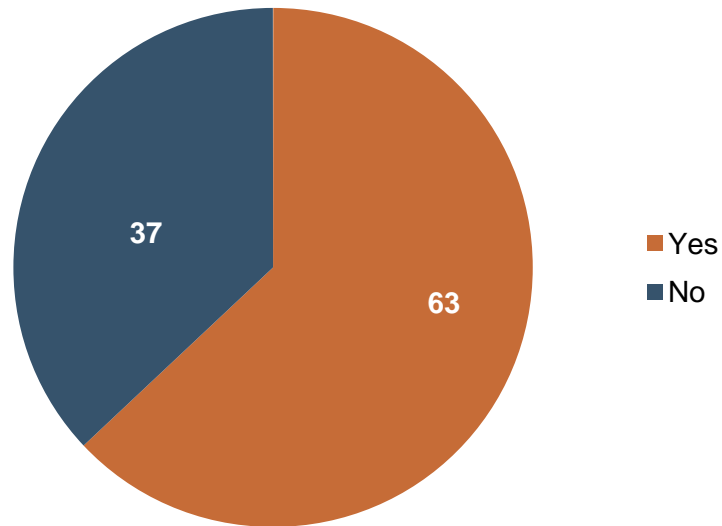


Q14 How do you find out information about Town services, programs, initiatives and events?





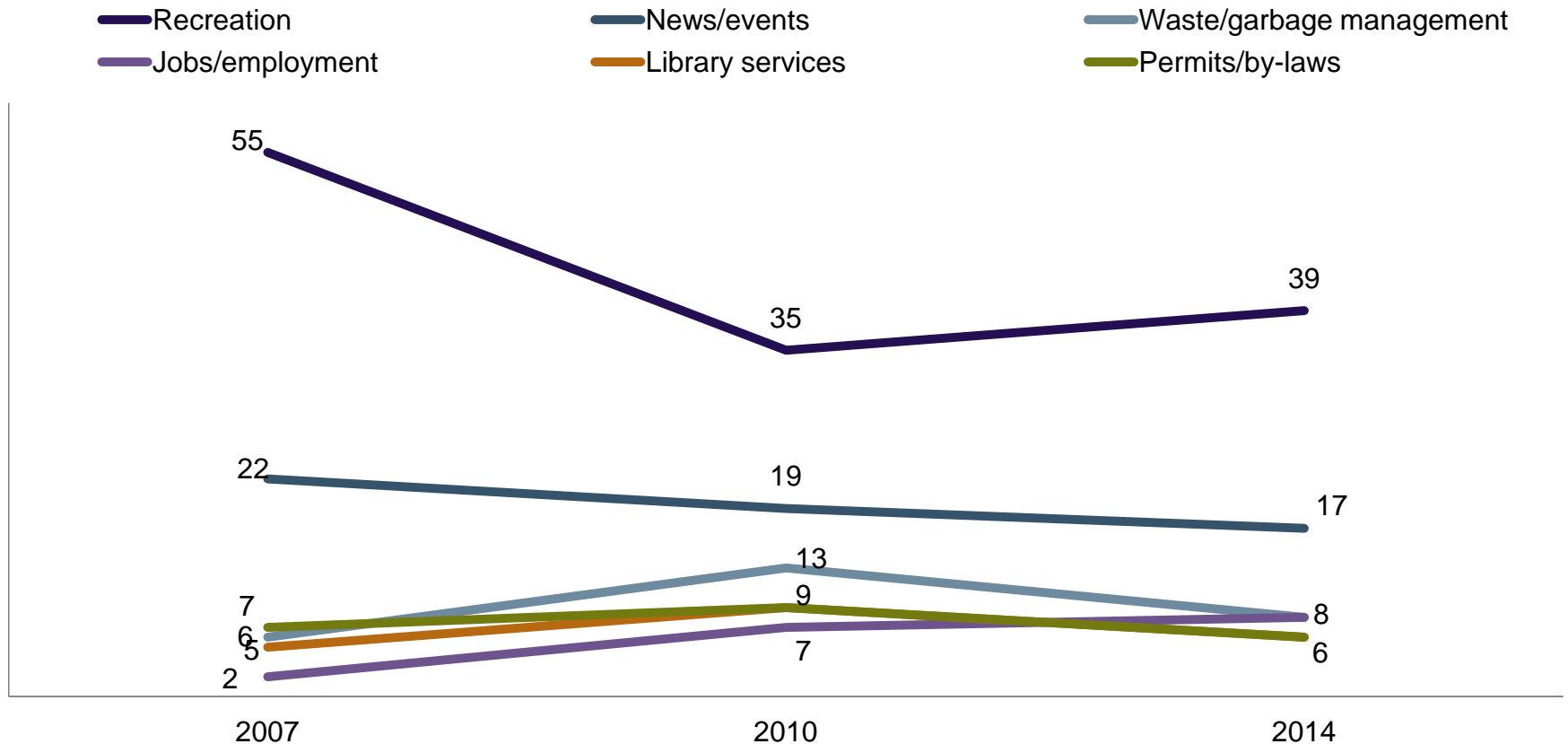
# Visited Town's website in the past year



Q15a Have you gone to the town's website in the past year?



# Type of information sought on website

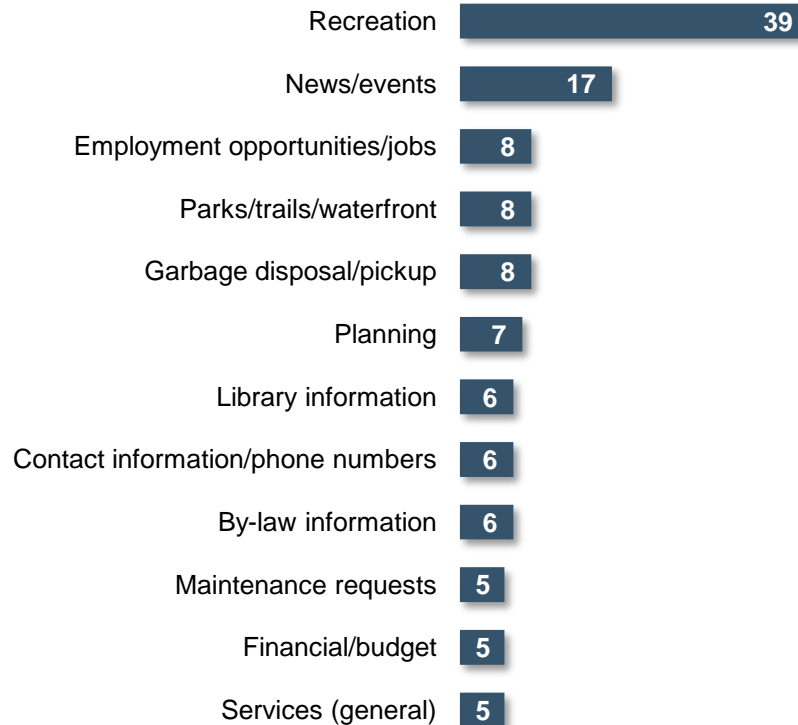


Q15b What sort of information were you looking for?  
Subsample: Those who accessed the Town's website for information



# Type of information sought on website

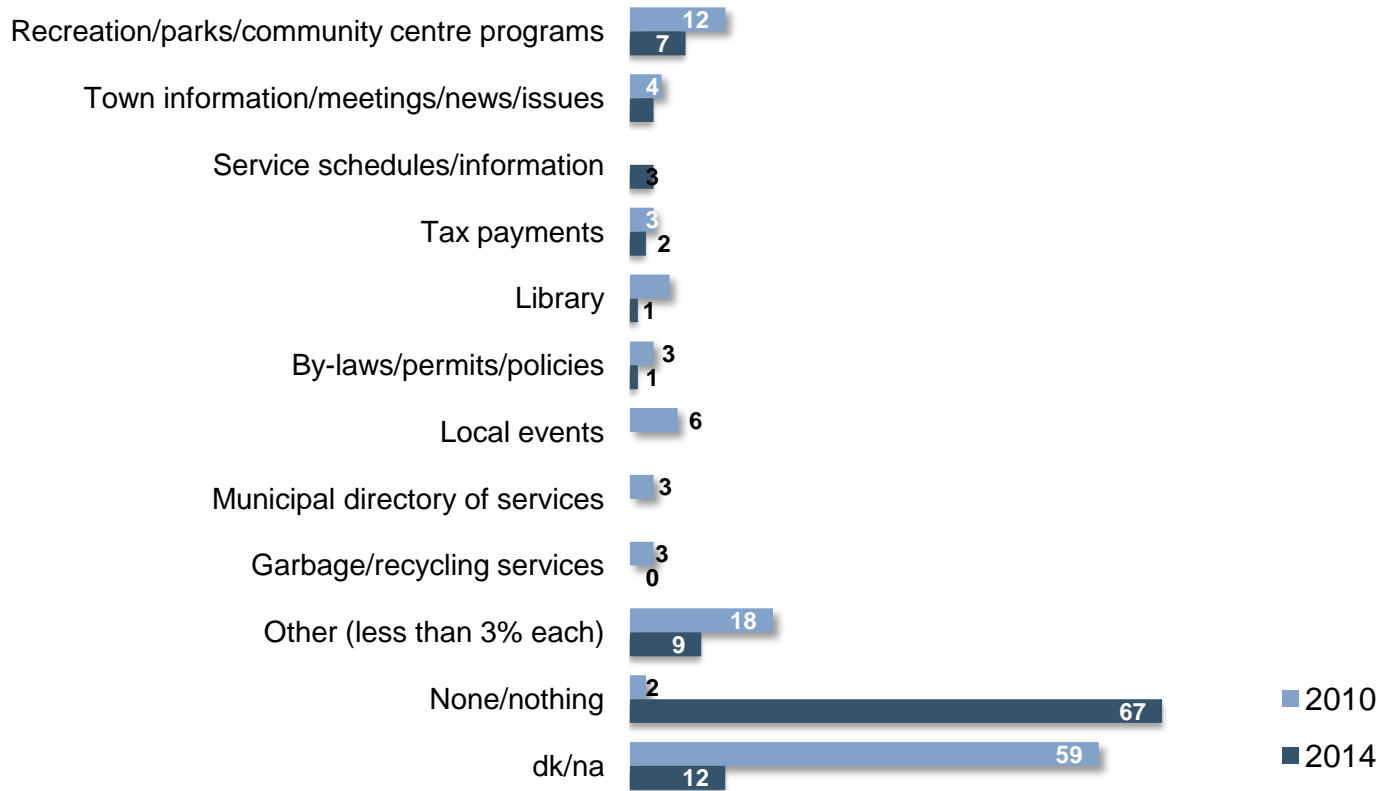
## Top mentions 2014



Q15b What sort of information were you looking for?  
Subsample: Those who accessed the Town's website for information



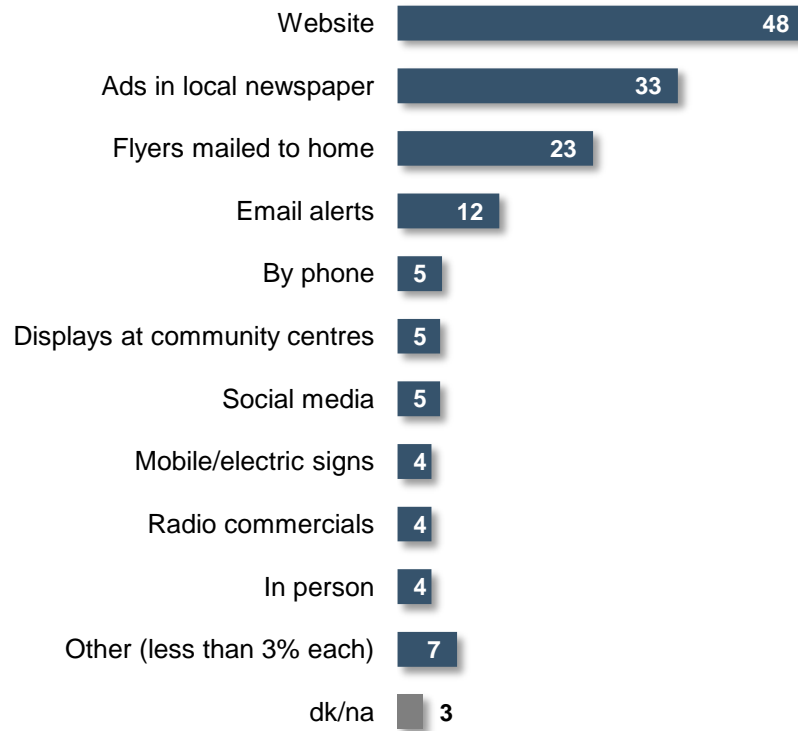
# Online services desired on Town website



Q16 Can you think of any online services you would like to access on the Town's website?  
 Note: Slight wording change from 2010



# Most effective way of communicating services



Q17 What would you say is the most effective way of communicating our services?  
Multiple responses



# Community safety



## Key insights

- Residents mainly view Ajax as a safe community, mostly due to feelings of safety walking alone or at night, and a low crime rate. Those who feel that Ajax is not safe perceive an increasing crime rate.
- Traffic-related crime (e.g., speeding, careless driving) is top-of-mind as the most important community safety issue.

**Nearly nine in ten (86%, up 7 points from 2010) think the Town of Ajax is a safe community; one in ten (12%, down 5) do not think Ajax is safe. Feeling that the Town is safe is mainly attributed to feelings of safety walking alone or at night (32%), or a low crime rate (31%, up 10).** Residents also mention a visible police presence (18%, down 4), that they've lived in Ajax their whole lives and haven't seen anything/had anything happen to them (a total of 15%), and that it just feels safe in general (10%, first time mentioned), and is a small-town community where people look out for each other (8%, up 5).

**Those who feel that Ajax is not a safe community mostly feel this way due to a perception of an increasing crime rate (44%, down 6),** followed by youth crime (25%, up 15), an increase in property crime (21%, up 5), gangs (20%), insufficient police presence (18%, up 6), and not feeling safe walking alone or at night (17%, up 4). Increases have been noted for most of these reasons.



# Community safety

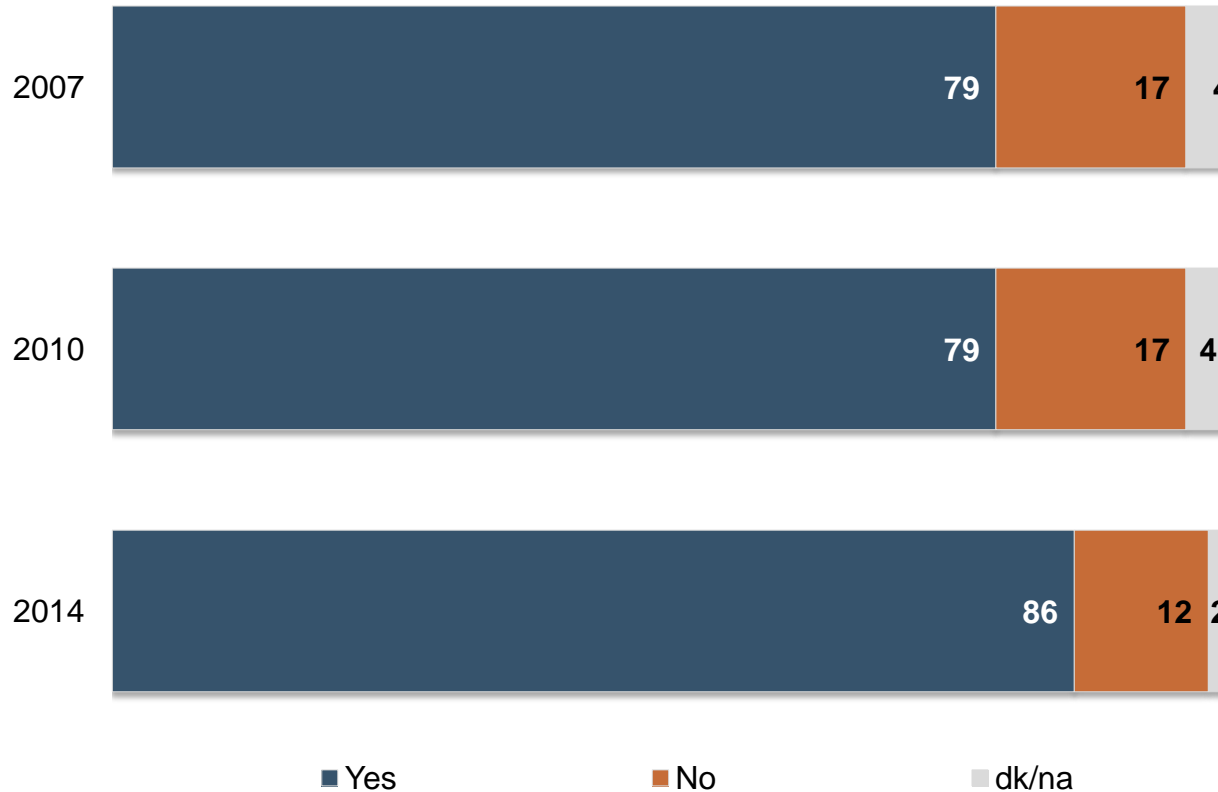


The view that Ajax as a safe community is stronger among those who've lived in the Town for 10 years or less, as well as among those who are satisfied with Ajax government and who believe that Ajax is better than most areas of the GTA. The view that Ajax is not a safe community is higher among those who have lived in Ajax for more than 10 years, those who are dissatisfied with Ajax government, and those who believe Ajax is either not as good or the same as other areas in the GTA.

**Traffic-related crime (e.g., speeding, careless driving) (19%) emerges as the most important safety issue in residents' communities/neighbourhoods; however, a similar proportion of residents cannot name an issue (21%).** About one in ten each also mention little visible police presence, youth crime (down 4 points from 2010), crime rate, crimes against persons, feeling unsafe walking alone or at night (up 4), neighbourhood safety (first time mentioned), and issues of street lighting and accessibility/maintenance of sidewalks (up 5). Those who are dissatisfied with the Town of Ajax government and those who feel that Ajax is not a safe community are more likely to provide a response to this question, with the latter group more likely to mention most of these issues.



# Town of Ajax is a safe community



Q18 Do you think the Town of Ajax is a safe community?





# Reasons for saying Town of Ajax is a safe community



	2007	2010	2014
Feel safe walking alone/at night	47	30	<b>32</b>
Low crime rate	28	21	<b>31</b>
Visible police presence	21	22	<b>18</b>
Lived here a long time/haven't seen anything/had anything happen to me*	–	17	<b>15</b>
Feels like a safe place (general)	–	–	<b>10</b>
Small-town atmosphere/sense of community	4	3	<b>8</b>
Family comfortable participating in outdoor/school environment	5	4	<b>6</b>
Depends on area/worse places	1	3	<b>5</b>
Haven't heard of anything happening	–	–	<b>5</b>
Quality/friendliness of people	4	4	<b>4</b>
Good fire services	–	1	<b>3</b>
Other (less than 3% each)	5	10	<b>4</b>
dk/na	8	6	<b>3</b>

Significant changes from 2010:  
**Gone up**  
**Gone down**

Q19a Why?

Subsample: Those who think the Town of Ajax is a safe community

\* 2014 data combines "Haven't seen anything happen/had anything happen to me" and "Lived here my whole life/a long time" for comparison purposes



# Reasons for saying Town of Ajax is not a safe community



	2007	2010	2014
Increasing crime rate	79	50	<b>44</b>
Youth violence/crime	–	10	<b>25</b>
Increase in property crimes	14	16	<b>21</b>
Violence/drugs/gangs/crime	–	21	<b>20</b>
Not enough visible police presence	12	12	<b>18</b>
Don't feel safe walking alone/at night	18	13	<b>17</b>
Crimes that have occurred (non-specific)	–	–	<b>13</b>
Vandalism	–	–	<b>12</b>
Crimes related to population increase	4	4	<b>10</b>
Bullying/violence in schools	–	–	<b>5</b>
Other	6	12	<b>15</b>
dk/na	1	1	–

Significant changes  
from 2010:  
**Gone up**  
**Gone down**

Q19b Why not?

Subsample: Those who think the Town of Ajax is not a safe community



# Most important community safety issues



	2007	2010	2014
Traffic-related crime (e.g., speeding/careless driving)*	13	17	<b>19</b>
Little visible police presence/community policing	11	12	<b>13</b>
Youth crime	23	14	<b>10</b>
Crime rate	21	8	<b>10</b>
Crimes against persons	–	8	<b>9</b>
Feeling unsafe walking alone at night	8	4	<b>8</b>
Neighbourhood safety	–	–	<b>8</b>
Neighbourhood access & design issues (e.g., housing, streetlights & maintenance)**	1	3	<b>8</b>
Property crime	10	6	<b>7</b>
Gangs	–	10	<b>6</b>
Drugs	4	3	<b>5</b>
Vandalism	11	5	<b>4</b>
Bullying/violence in local schools	2	3	<b>3</b>
Youth activities to keep them out of trouble	–	3	–
Child/youth/school safety	2	3	–
Other	1	11	<b>7</b>
dk/na	18	20	<b>21</b>

Significant changes from 2010:  
**Gone up**  
**Gone down**

Q20 What do you believe are the most important safety issues in your community or neighbourhood specifically?

\* In 2014, previously separate “Road/traffic/congestion/maintenance/safety” and “Careless speeding/drivers” combined for comparison purposes

\*\*Prior to 2014: “Better design of neighbourhood/housing/lighting”



# Diversity and community engagement



## Key insights

- The proportion of residents that feel there are groups that face barriers to programs and services offered by the Town has more than doubled since 2010. The identified groups mainly include persons with disabilities, seniors, individuals with low incomes, New Canadians/immigrants and those from visible cultures – and mentions of persons with disabilities, seniors and persons from visible cultures have increased.
- Residents who perceive barriers to certain groups are uncertain as to how the Town can make programs and services more accessible – but some continue to suggest policies that provide subsidies, improved accessibility/availability of transportation and providing information in the main languages spoken in Ajax.
- Ajax residents are highly engaged with their neighbours, and most would like to see the Town support neighbourhood-run events by providing use of Town facilities.



# Diversity and community engagement



**Nearly four in ten Ajax residents (36%, up from 15% in 2010) feel that there are groups that face barriers to Town programs and services – more than double that reported in the previous survey.** Just over half (53%) perceive no barriers and one in ten (12%) are unsure. Those who identify as a visible minority are more likely to feel that barriers exist.

**Those who perceive barriers to certain groups mainly identify persons with disabilities (20%, up 9 points from 2010), seniors (19%, up 6), low-income individuals (15%), New Canadians/immigrants (14%) and individuals from visible cultures (12%, up 7).** These residents also mention youth, individuals who speak English as a second language and women. Nearly three in ten (27%, down 7) offer no response.

**Ajax residents who perceive barriers to certain groups are largely uncertain as to how the Town can make programs and services more accessible (40% say they don't know).** Those who do offer suggestions mainly mention providing a policy for subsidizing those who can't afford to participate (15%), improving accessibility/availability of transportation (14%, up 10 points from 2010), and providing descriptions of programs and services in the main languages spoken in Ajax (10%, up 7). Those more likely to suggest a subsidy policy include those who identify as a visible minority; this view tends to be higher among those who have lived in Ajax for more than 10 years. Suggesting improved accessibility/availability of transportation is more predominant among newer residents, as well as those who are satisfied with Ajax government and those who feel Ajax is a safe community.



# Diversity and community engagement



**Ajax residents are highly engaged with their neighbours, with about half (48%) who say they know their neighbours very well and about three in ten (28%) who say they help each other out as needed.** Just under two in ten know their neighbours to say hello and five percent say they don't know their neighbours at all. These findings are similar to those found in 2010. Knowing neighbours very well is more evident among those who do not identify as a visible minority (those who identify as a visible minority are more likely to know their neighbours to say hello), and increases as length of time living in Ajax increases.

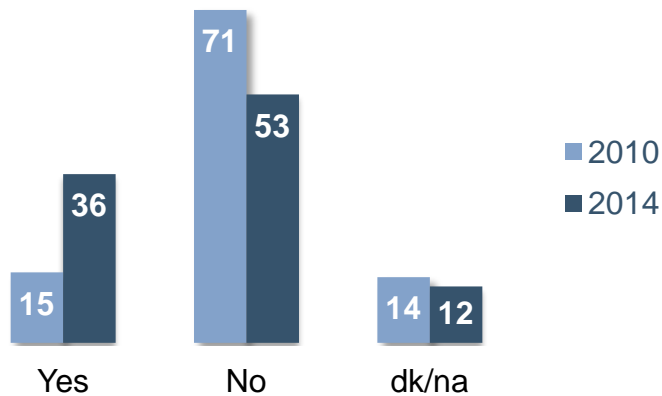
**Residents think that providing Town facilities (48%) is the most important thing the Town of Ajax can do to support neighbourhood-run events.** All other options listed are chosen by about one in ten each: provide information, funding through the social infrastructure fund, offer marketing support and provide equipment/games. One in ten also suggest all of these options. This pattern of response can be found throughout all demographic subgroups. Suggesting funding through the social infrastructure is stronger among those who identify as a visible minority, while those who do not identify as a visible minority are more likely to suggest providing information. Mentions of providing equipment or games are higher among those with children at home. Offering marketing support is a more popular option among those who are satisfied with Ajax government.



# Barriers to programs and services

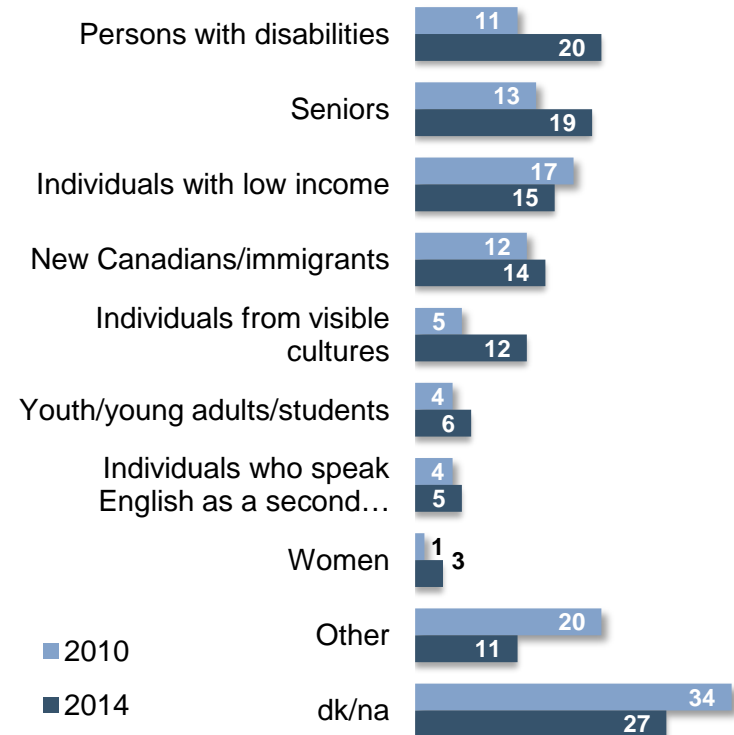


## Some groups face barriers to Town programs and services



Q25a  
Do you feel that there are groups who you believe face barriers to the various programs and services offered by the Town?

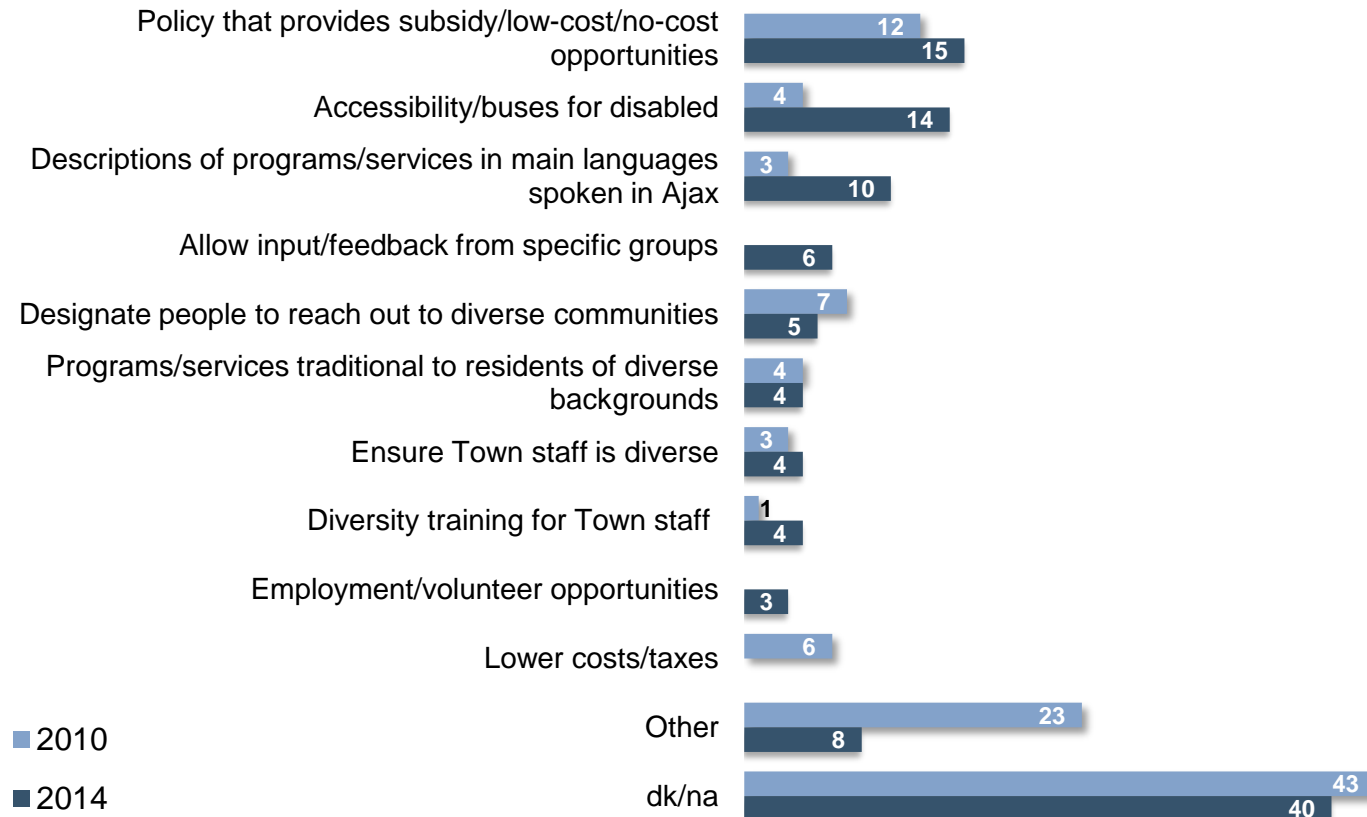
## Groups facing barriers to Town programs and services



Q25b Which groups do you feel face barriers to the various programs and services offered by the Town?  
Subsample: Those who feel that there are groups that face barriers to programs and services offered by the Town



# Approaches to make programs/services offered by Town of Ajax more accessible

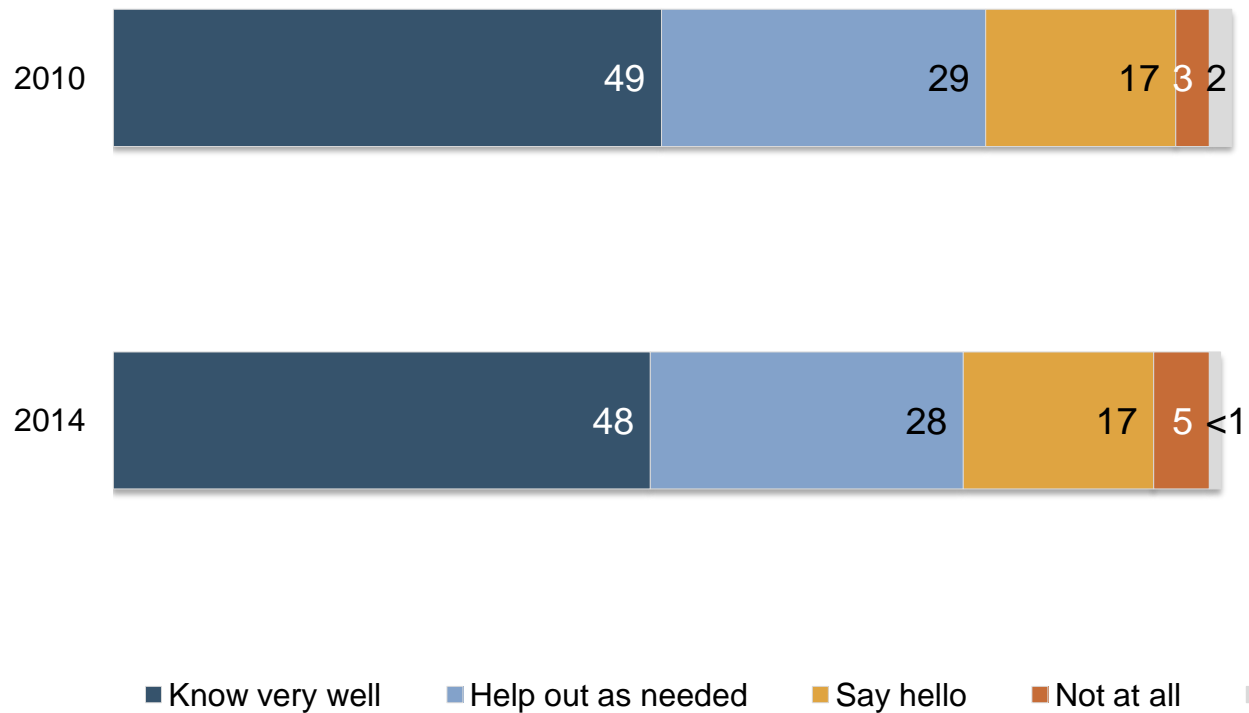


Q25c Can you describe any approaches the Town might take to make programs and services offered by the Town more accessible for these groups?  
 Subsample: Those who feel that there are groups that face barriers to programs and services offered by the Town





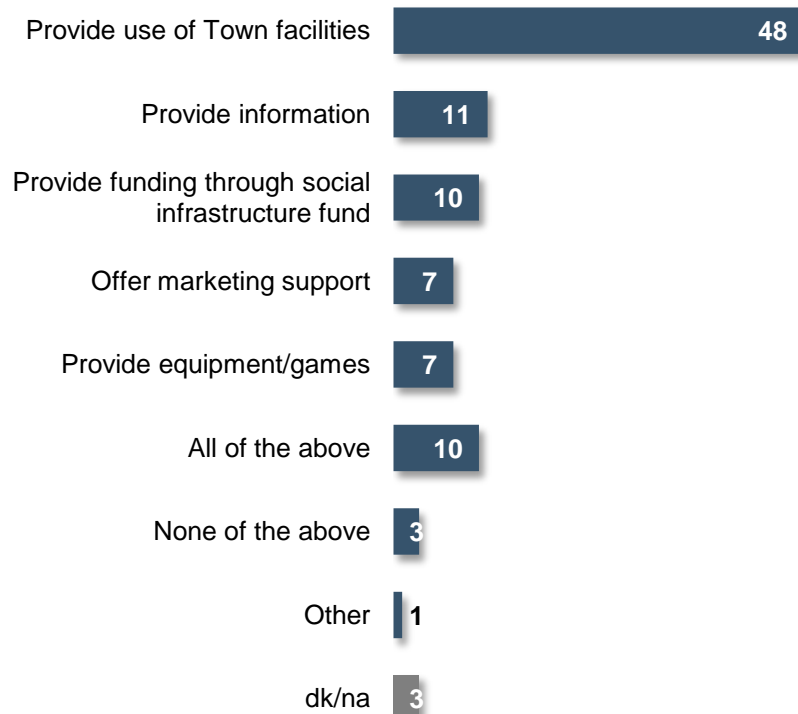
# Knowledge of neighbours



Q26 How well do you know your neighbours?



# What Town of Ajax can do to help residents organize neighbourhood-run events



Q27 In an effort to support neighbourhood-run events, which of the following would you say is the most important thing that the Town of Ajax can do to help resident organizers ...?



# The waterfront



## Key insights

- Many residents are aware of the issue of excessive algae in Lake Ontario, and its accumulation along the Town's shoreline in the summer and fall, and point to the smell as the biggest problem.
- Most residents think that solving the algae problem on the waterfront – believed to be caused by the discharge of nutrients from the Duffin Creek Water Pollution Control Plant – should be a top priority.

**Seven in ten are aware of the issue of excessive algae in Lake Ontario, and its accumulation along the Town's shoreline in the summer and fall.** Those most likely to be aware of this issue include those aged 45+ and those who have lived in Ajax for more than 10 years, as well as those who are dissatisfied with Ajax government. Awareness of the algae issue is also higher among residents of Wards 3 and 4.

**Residents say the biggest problem caused by the algae on the shoreline is the smell (35%), followed by the unsightliness (17%) and not being safe for swimming (14%).** About one in ten each also mention health concerns for residents and visitors, bacteria levels being too high and pollution. Responses are largely similar across demographic groups. Mentions of the smell are higher among residents in Wards 3 and 4.



# The waterfront



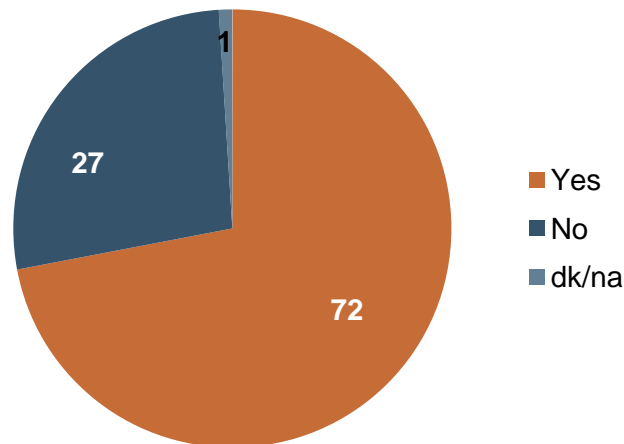
**After being told there is evidence that nutrients discharged from the Duffin Creek Water Pollution Control Plant are causing the algae problem on the waterfront, six in ten (60%) think that solving this problem should be a top priority.** One-third (33%) think it should be a secondary priority and four percent believe it should not be a priority. This pattern of response is found among all demographic groups. The tendency to feel that solving the algae problem should be a top priority is more pronounced among residents of Wards 3 and 4, while those in Wards 1 and 2 tend to see it as a secondary priority.



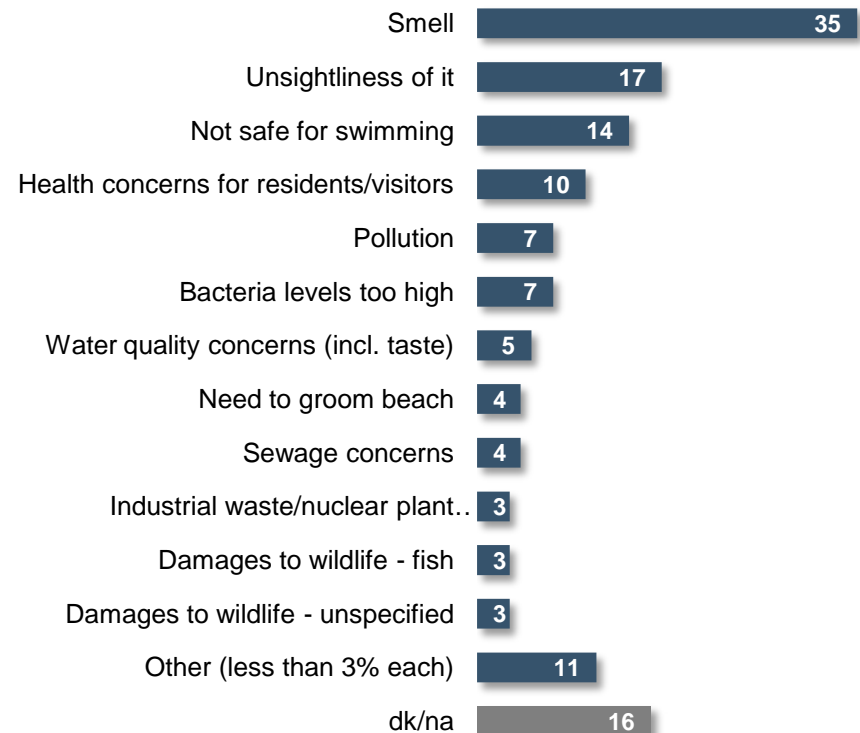
# Awareness of algae issue



## Aware of algae along Town's shoreline



## Biggest problem caused by algae



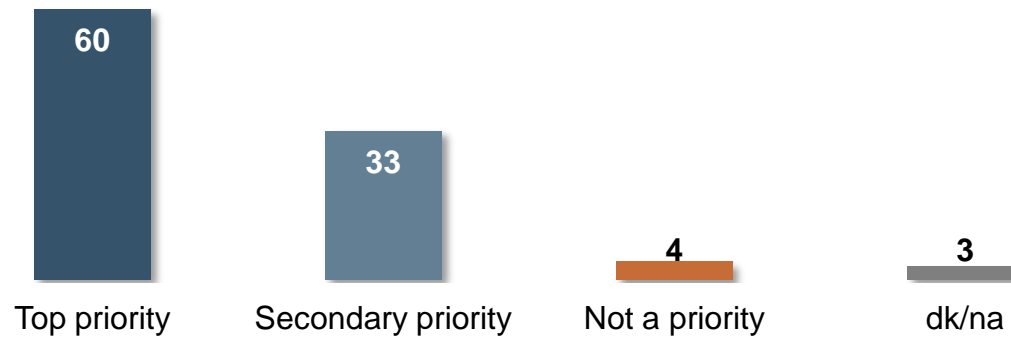
Q28 Before today, were you aware of the issue of excessive algae in Lake Ontario and its accumulation along the Town's shoreline in the summer and fall?

Q29 What would you say is the biggest problem caused by the algae on the shoreline?

Subsample: Those who are aware of the algae accumulation along the Town's shoreline in summer and fall



# Priority for solving algae problem



Q29 Evidence has shown that nutrients discharged from the Duffin Creek Water Pollution Control Plant's outfall in Lake Ontario are causing excessive algae growth along the Town's waterfront. Do you think that solving this algae problem on the waterfront should be a top priority, a secondary priority or not a priority at all?



# Methodology

**Method**

Telephone survey with residents of the Town of Ajax.

**Respondents**

Results based on a sample of 600 Town of Ajax residents. Environics set quotas for gender and ward (150 per ward). A sample of this size produces a margin of error of  $\pm 3.99\%$ , 19 times out of 20

**Timing**

April 4 – 13, 2014

**Topics covered**

Most important local issue, quality of life, satisfaction with Town government and services, preferences for regional government representation, and ratings of municipal services, as well as options for paying for services. The survey also covered topics of diversity and community engagement, and the algae issue on the waterfront.



## **Regional Councillor Report**

**Submitted by:** Shaun Collier, Regional Councillor Wards 1 & 2

**Date:** May 26, 2014

**Council – May 14, 2014**

**Quad Health, Finance, Planning and Works Committee – May 22, 2014**

**Tri Health, Finance Planning Committee – May 22, 2014**

**Joint Finance and Works Committee – May 6, 2014**

### **Council**

The Durham Regional Police Services Board passed a resolution regarding the Provincial Marijuana for Medical Purposes Regulations (MMPR). DRPS was requesting that the Minister of Health implement a formal process to consult with local police authorities prior to granting or extending a license to produce marijuana and to advise the police authorities that a license has been issued in its jurisdiction. DRPS was looking for direction from Council on their motion, whether to endorse or not.

A delegate was heard and was concerned that the wording of the DRPS resolution not only referred to the licensed growers but also to the users as well. He requested that the wording be changed to only reference the MMPR and not Marijuana for Medical Access Regulations (MMAR) which pertains to the users.

After much debate, Council could not change the wording of the resolution passed by the DRPS Board so the resolution was not endorsed and a new resolution with the modified wording was approved by Council.

**Quad Health, Finance, Planning and Works Committee – May 22, 2014**

**Tri Health, Finance Planning Committee – May 22, 2014**

**Joint Finance and Works Committee – May 6, 2014**

These meeting occur after the deadline to submit this report and will be covered verbally at the meeting.



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 35-2014**

Being a By-Law to appoint By-law Enforcement Officers for certain purposes  
(Parking Regulations for G4S Secure Solutions (Canada Ltd.))

WHEREAS pursuant to the provisions of section 15 of the Police Services Act, R.S.O. 1990, chapter P.15, as amended, a municipal Council may appoint persons to enforce the By-laws of the municipality who shall be Peace Officers for the purpose of enforcing the municipal By-laws;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF AJAX ENACTS AS FOLLOWS;

1. The persons listed in Schedule "A" to this By-law are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at allreasonable times upon the lands known as D.C.C. #38, D.C.C. #39 (Raven Lane, Willows Lane, Macey Court), O.C.C. #3 (Deacon Court and Newing Court), D.C.C. #120 (189, 191, 193 and 195 Lake Driveway West), D.C.C. #26 (Jacques Lane, Tompkins Lane and Deeprise Lane), D.C.C. #141 (Murphy Lane), D.C.C. #144 (MacIntyre Lane), O.C.C. #4 (Patience Lane, Harridine Lane and Groves Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C.#172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), D.C.C. #102 (2 Westney Road North) and D.C.E.C.C.#197 (Ventura Lane and Baggott Lane) in the Town of Ajax, in the Regional Municipality of Durham, in order to ascertain whether the provisions of the current Town of Ajax Traffic By-law, as amended, are obeyed and to enforce or carry into effect the said By-law.
2. These appointments shall expire upon those persons set out in Section 1 ceasing to be anemployee of G4S Secure Solutions (Canada Ltd.) or upon G4S Secure Solutions (Canada Ltd.) ceasing to be an authorized agent of D.C.C. #38, D.C.C. #39 (Raven Lane, Willows Lane, Macey Court), O.C.C. #3 (Deacon Court and Newing Court), D.C.C. #120 (189, 191, 193 and 195 Lake Driveway West), D.C.C. #26 (Jacques Lane, Tompkins Lane and Deeprise Lane), D.C.C. #141 (Murphy Lane), D.C.C. #144 (MacIntyre Lane), O.C.C. #4 (Patience Lane, Harridine Lane and Groves Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C. #172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), D.C.C. #102 (2 Westney Road North) or D.C.E.C.C.#197 (Ventura Lane and Baggott Lane) Ajax, Ontario.
3. The authority granted in Section 1 hereto is specifically limited to that set out in Section 1, and shall not be deemed, at any time, to exceed the authority set out in Section 1.
4. By-law Number 8-2014 is hereby repealed.

READ a first and second time this  
Twenty-sixth day of May, 2014.

READ a third time and passed this  
Twenty-sixth day of May, 2014.

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Mayor

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D-Clerk

**SCHEDULE "A" OF BY-LAW NUMBER 35-2014**

The following persons are hereby appointed as Municipal Law Enforcement Officers for the Town of Ajax, in accordance with Section 1.

Keith Pearson  
Rajumar Thirunathan  
Denise Franklin  
Bernard Rooney  
Kris Evans  
Larry Cassel  
Franklin Barrett  
Justin Sadiwnyk  
Daniel Colpitts  
Barrie Seary  
Olajide Taiwo  
Richard Morrison  
Travis Slobodian  
Mark Allen  
Amanda Jackson  
Brett Devries  
Michael Van Hemmen

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 36-2014**

A By-law to appoint an Interim Fire Chief (Michael Gamba)

WHEREAS the *Municipal Act, 2001* (S. 5.3), as amended, states that municipal powers shall be exercised by by-law; and,

WHEREAS the *Fire Protection and Prevention Act, 1997* (S. 6.1), as amended, states that a municipality shall appoint a fire chief; and,

WHEREAS it is deemed expedient to appoint an Interim Fire Chief for the Corporation of the Town of Ajax;

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

1. That Michael Gamba be and is hereby appointed Interim Fire Chief for The Corporation of the Town of Ajax.
2. That Michael Gamba shall hold the office of Interim Fire Chief subject to the by-laws of the Council and shall perform the duties of such office, other obligations which may be conferred or imposed upon him by the Statutes of Ontario, and any other duties which may be imposed by Council or the Chief Administrative Officer.
3. This appointment shall remain in effect until such time as this By-law is repealed by Council.
4. That By-law Number 56-2010 is hereby repealed.
5. This By-law shall come into force immediately upon final passing.

READ a first and second time this  
Twenty-sixth day of May, 2014.

READ a third time and passed this  
Twenty-sixth day of May, 2014.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 37-2014**

Being a By-Law to authorize the Mayor and Clerk to execute the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues dated April 1, 2014.

WHEREAS the Amending Agreement to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal For Cities and Communities between the Association of Municipalities of Ontario and the Corporation of the Town of Ajax expired on March 31, 2014;

AND WHEREAS it is deemed expedient to extend this funding program, subject to the execution of the new agreement between the Association of Municipalities of Ontario and the Corporation of the Town of Ajax;

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

1. The Mayor and the Clerk are authorized to execute the Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds between the Association of Municipalities of Ontario and The Town of Ajax attached to this by-law as Schedule "A".
2. That the Amending Agreement to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal For Cities and Communities between the Association of Municipalities of Ontario and the Corporation of the Town of Ajax expired on March 31, 2014, repeal by-law 38-2010.

READ a first and second time this  
Twenty-sixth day of May, 2014

READ a third time and passed this  
Twenty-sixth day of May, 2014

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

**MUNICIPAL FUNDING AGREEMENT  
FOR THE TRANSFER OF FEDERAL GAS TAX FUNDS**

This Agreement made in duplicate as of 1st day of April, 2014.

**BETWEEN:**

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

(referred to herein as “AMO”)

**AND:**

**THE TOWN OF AJAX**

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “Recipient”)

**WHEREAS** the Government of Canada makes up to \$2 billion per year available for allocation by the Government of Canada for the purpose of municipal, regional and First Nations infrastructure starting in the fiscal year beginning on April 1, 2014 under Section 161 of *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24;

**WHEREAS** Canada, the Province of Ontario, Ontario municipalities as represented by AMO and Toronto are signatories to the administrative agreement on The Federal Gas Tax Fund on April 1, 2014 (the “Canada-Ontario-AMO-Toronto Agreement”), whereby AMO agreed to administer federal gas tax funds made available to Ontario municipalities, excluding Toronto, pursuant to the Canada-Ontario-AMO-Toronto Agreement on behalf of Canada;

**WHEREAS** the Canada-Ontario-AMO-Toronto Agreement contains a framework for the transfer of federal gas tax funds to Ontario municipalities represented by AMO and Toronto to provide stable, reliable and predictable funding for municipal infrastructure purposes;

**WHEREAS** the Recipient wishes to enter into this Agreement in order to participate in the federal Gas Tax Fund;

**WHEREAS** AMO is carrying out the fund administration and coordinating role in accordance with its obligations set out in the Canada-Ontario-AMO-Toronto Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

**THEREFORE** the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

“**Agreement**” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“**Annual Report**” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“**Asset Management Plan**” means a strategic document that states how a group of assets are to be managed over a period of time. The plan describes the characteristics and condition of infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions. The plan may use any appropriate format, as long as it includes the information and analysis required to be in a plan as described in Ontario’s Building Together: Guide for Asset Management Plans.

**“Association of Municipalities of Ontario (AMO)”** means a legally incorporated entity under the *Corporations Act, 1990* R.S.O. 1990, Chapter c.38.

**“Base Amount”** means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 and December 31, 2004 less: (i) monies raised (during that period) under the *Development Charges Act, 1997* S.O, 1997, c.27; and (ii) monies received (during that period) by Municipalities under federal and provincial infrastructure programs against which investments of Funds will be measured to ensure that investments of Funds are incremental.

**“Canada”** means Her Majesty in Right of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

**“Eligible Expenditures”** means those expenditures described as eligible in Schedule C.

**“Eligible Projects”** means projects as described in Schedule B.

**“Eligible Recipient”** means:

- (a) a Municipality or its agent (including its wholly owned corporation); and
- (b) a non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the project through a formal by-law passed by its (their) council(s)

**“Event of Default”** has the meaning given to it in Section 12.1 of this Agreement.

**“First Agreement”** means the Municipal Funding Agreement for the transfer of federal gas tax revenues under the New Deal for Communities entered into by AMO and the Town of Ajax, with an expiry date of March 31, 2015.

**“Funds”** mean the Funds made available to the Recipient through the Gas Tax Fund, a program established by the Government of Canada under Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by Section 233 of the *Economic Action Plan 2013 Act*, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

**“Ineligible Expenditures”** means those expenditures described as ineligible in Schedule C.

**“Infrastructure”** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

**“Lower Tier Municipality”** means a municipality that forms part of an upper-tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

**“Municipal Fiscal Year”** means the period beginning January 1<sup>st</sup> of a year and ending December 31<sup>st</sup> of the same year.

**“Municipality” and “Municipalities”** means every municipality as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

**“One Investment Program”** means the co-investment program operated jointly by Local Authority Services, an incorporated subsidiary of AMO and CHUMS Financing Corporation, an incorporated wholly-owned subsidiary of the Municipal Finance Officers’ Association of Ontario.

**“Outcomes Report”** means the report prepared and delivered to AMO by the Recipient by March 31, 2017 and again by March 31, 2022 which reports on how Funds are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

**“Oversight Committee”** means the committee established to monitor the overall implementation of the Canada-Ontario-AMO-Toronto Agreement.

**“Parties”** means AMO and the Recipient.

**“Recipient”** has the meaning given to it on the first page of this Agreement.

**“Third Party”** means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

**“Transfer By-law”** means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

**“Unspent Funds”** means the amount reported as unspent by the Recipient as of December 31, 2013 as submitted in the Recipient’s 2013 Annual Expenditure Report (as defined under the First Agreement).

**“Upper Tier Municipality”** means a Municipality of which two or more lower-tier municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001* S.O. 2001 c.25.

## 1.2 Interpretations:

**Herein, etc.** The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

**Currency.** Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

**Statutes.** Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

**Gender, singular, etc.** Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

## 2. TERM OF AGREEMENT

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2024.

2.2 **Review.** This Agreement will be reviewed by AMO by December 31, 2018.

2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.

- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 The Parties agree that the First Agreement, including section 15.4 thereof, is hereby terminated. Notwithstanding the termination of the First Agreement, including section 15.4, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the First Agreement as set forth in sections 5, 7, 10.4, 10.5 and 10.6 of the First Agreement shall survive the said termination.

### 3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined in Schedule E, including:
- (a) Providing upfront project information on an annual basis for communications purposes;
  - (b) Including Canada in local project communications; and
  - (c) Installing federal project signs.
- 3.2 **Incrementality.** Any Funds that the Recipient may receive from Canada are not intended to replace or displace existing sources of funding for the Recipient's tangible capital assets. The Recipient will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average, will not be less than the Base Amount.
- 3.3 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
- (d) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

### 4. ELIGIBLE PROJECTS

- 4.1 **Eligible Project Categories.** Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in the categories of public transit, local roads and bridges, wastewater, water, solid waste, community energy systems, capacity building, local and regional airports, short-line rail, short-sea shipping, disaster mitigation, broadband connectivity, brownfield redevelopment, cultural, tourism, sport and recreational infrastructure, as more specifically described in Schedule B and Schedule C.
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

### 5. ELIGIBLE EXPENDITURES

- 5.1 **Eligible Expenditures.** Schedule C sets out specific requirements for Eligible and Ineligible Expenditures.
- 5.2 **Discretion of Canada.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Canada.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their



respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Canada.

## 6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds that Canada may make available for Ontario Municipalities to Recipients on a *per capita* basis with allocations made on a 50:50 basis to upper-tier and lower-tier Municipalities, where they exist.

- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

(a) The allocation and transfer shall be authorized by by-law (a "**Transfer By-law**"). The Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.

(e) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.

(f) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

- 6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

(a) The provision of such support shall be authorized by a by-law (a "**Non-municipal Transfer By-law**"). The Non-municipal Transfer By-law shall be passed by the Recipient's council and submitted to AMO as soon as practicable thereafter. The Non-municipal Transfer By-law shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.

(b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer.

(c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient's obligations under this Agreement with respect to the Funds transferred, in a form satisfactory to AMO.

- 6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 6.5 **Schedule of payout of Funds.** The Recipient agrees that all Funds are to be transferred by AMO to the Recipient as set out in Schedule A. Subject to Section 6.14, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO, and, more specifically on the basis set out in Schedule A.

- 6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account or invest the Funds through the One Investment Program or any other eligible investment permitted by the Ontario *Municipal Act, 2001* and shall retain the Funds in such reserve fund, account or investment until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:
- (a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient's investment policy; and,
  - (b) any interest earned on Funds will only be applied to Eligible Expenditures for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Expenditures within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period. AMO reserves the right to declare that Unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2028.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Federal Funds.** The Recipient agrees that any Funds received will be treated as federal funds for the purpose of other federal infrastructure programs.
- 6.12 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 6.13 **Withholding Payment.** AMO may withhold payment of Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 6.14 **Insufficient funds provided by Canada.** Notwithstanding Section 2.4, if Canada does not provide sufficient funds to continue the Funds for any Municipal Fiscal Year during which this Agreement is in effect, AMO may terminate this Agreement.

## 7. REPORTING REQUIREMENTS

- 7.1 **Annual Report.** The Recipient shall report in the form in Schedule D due by March 31<sup>st</sup> following each Municipal Fiscal Year on:
- (a) the amounts received from AMO under this Agreement in respect of the previous Municipal Fiscal Year;
  - (b) the amounts received from another Municipality;
  - (c) the amounts transferred to another Municipality;
  - (d) amounts paid by the Recipient in aggregate for Eligible Projects;
  - (e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;

- (f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,
- (g) a listing of all Eligible Projects that have been funded, indicating the location, investment category, project description, amount of Funds and total project cost.

7.2 **Outcomes Report.** The Recipient shall account in writing for outcomes achieved as a result of the Funds through an Outcomes Report to be submitted to AMO. Specifically the Outcomes Report shall describe, in a manner to be provided by AMO, the degree to which investments in each Eligible Project are supporting progress towards achieving:

- (a) beneficial impacts on communities of completed Eligible Projects; and
- (b) enhanced impact of Funds as a predictable source of funding.

## 8. ASSET MANAGEMENT

8.1 **Asset Management Plan.** The Recipient will develop and implement an Asset Management Plan prior to December 31, 2016.

8.2 **Outcomes.** On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

## 9. RECORDS AND AUDIT

9.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

9.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Canada for inspection or audit.

9.3 **External Auditor.** AMO and/or Canada may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Canada at the same time that the audit report is given to AMO.

## 10. INSURANCE AND INDEMNITY

10.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.

10.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 10.1. No Funds shall be expended or

transferred pursuant to this Agreement until such certificate has been delivered to AMO.

10.3 **AMO not liable.** In no event shall Canada or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

10.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Canada in the performance of his or her duties.

10.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "**Indemnitee**"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

## 11. **TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE**

11.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.

11.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered or otherwise disposed of.

11.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered or otherwise disposed of, remains primarily for public use or benefit.

## 12. DEFAULT AND TERMINATION

- 12.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Outcomes Report.
  - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
  - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
  - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
  - (e) failure by the Recipient to expend Funds in accordance with Section 6.7.
- 12.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 12.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 12.1, after thirty (30) calendar days from the Recipient’s receipt of the notice of an Event of Default, it may immediately terminate or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.
- 12.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

## 13. CONFLICT OF INTEREST

- 13.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

## 14. NOTICE

- 14.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 14.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender’s receipt of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

14.2 **Representatives.** The individuals identified in Section 14.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

14.3 **Addresses for Notice.** Further to Section 14.1 of this Agreement, notice can be given at the following addresses:

If to AMO:

Executive Director  
Federal Gas Tax Fund Agreement  
Association of Municipalities of Ontario  
200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

Telephone: 416-971-9856  
Facsimile: 416-971-6191  
Email: gastax@amo.on.ca

If to the Recipient:

Rob Ford  
Director of Finance/Treasurer  
Town of Ajax  
65 Harwood Ave. South  
Ajax, ON L1S 2H9  
Telephone: (905) 683-4550  
Facsimile: (905) 683-1061  
Email: rob.ford@ajax.ca

## 15. MISCELLANEOUS

15.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

15.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

15.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.

15.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

15.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 10.4, 10.5, 11, 12.4 and 15.8.

15.6 **AMO, Canada and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

15.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada or AMO.

15.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.

15.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

**16. SCHEDULES**

16.1 This Agreement, including:

- Schedule A Schedule of Fund Payments
- Schedule B Eligible Project Categories
- Schedule C Eligible and Ineligible Expenditures
- Schedule D Reporting
- Schedule E Communications

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**17. SIGNATURES**

**IN WITNESS WHEREOF**, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

**RECIPIENT'S NAME:**

**TOWN OF AJAX**

By:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

Affix  
Corporate  
Seal

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

By:

\_\_\_\_\_  
Title: Executive Director

\_\_\_\_\_  
Date

Affix  
Corporate  
Seal

In the presence of:

\_\_\_\_\_  
Witness:  
Title:

\_\_\_\_\_  
Date

**SCHEDULE A**

**SCHEDULE OF FUND PAYMENTS**

**RECIPIENT'S NAME: TOWN OF AJAX**

The following represents an estimate of the Funds and schedule of payments for the first five (5) years of the Agreement.

<b>Year</b>	<b>Schedule of Fund Payments</b>	
	<b>Payment #1</b>	<b>Payment #2</b>
<b>2014</b>	<b>\$1,586,756.68</b>	<b>\$1,586,756.67</b>
<b>2015</b>	<b>\$1,586,756.68</b>	<b>\$1,586,756.67</b>
<b>2016</b>	<b>\$1,666,094.51</b>	<b>\$1,666,094.51</b>
<b>2017</b>	<b>\$1,666,094.51</b>	<b>\$1,666,094.51</b>
<b>2018</b>	<b>\$1,745,432.34</b>	<b>\$1,745,432.34</b>

An estimate of the Funds and schedule of payments for the latter five (5) years of the Agreement (2019-2023) will be provided following the review and amendment procedures specified in Section 2.2 and 2.3.



## SCHEDULE B

### ELIGIBLE PROJECT CATEGORIES

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – i.e. roads, bridges, tunnels, highways and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Public transit – i.e. a shared passenger transport system which is available for public use.
3. Drinking Water – i.e. drinking water conservation, collection, treatment and distribution systems.
4. Wastewater – i.e. wastewater and storm water collection, treatment and management systems.
5. Solid waste – i.e. solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
6. Community energy systems – i.e. infrastructure that generates or increases the efficient usage of energy.
7. Capacity building - i.e. investments related to strengthening the ability of Municipalities to develop long-term planning practices.
8. Short-sea shipping – i.e. infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
9. Short-line rail – i.e. railway related infrastructure for carriage of passengers or freight.
10. Regional and local airports – i.e. airport-related infrastructure (excludes the National Airport System).
11. Broadband connectivity – i.e. infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
12. Brownfield Redevelopment i.e. remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
  - (a) the construction of public infrastructure as identified in the context of any other eligible category referred to in this Schedule, and/or;
  - (b) the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – i.e. amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure - i.e. recreational facilities or networks.
15. Cultural Infrastructure – i.e. infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – i.e. infrastructure that attracts travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – i.e. infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

## SCHEDULE C

### ELIGIBLE AND INELIGIBLE EXPENDITURES

#### 1. Eligible Expenditures

1.1 **Eligible Expenditures of Recipients** will be limited to the following:

- (a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), and any related debt financing charges specifically identified with that asset;
- (b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
  - (i) studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
  - (ii) training directly related to asset management planning; and,
  - (iii) long-term infrastructure plans.
- (c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 **Employee and Equipment Costs:** The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- (a) the Recipient is able to demonstrate that it is not economically feasible to tender a contract;
- (b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
- (c) the arrangement is approved in advance and in writing by the Oversight Committee.

1.3 **AMO as Agreement Administrator:** Up to 0.5% of the total funds will be used by AMO to undertake the administrative responsibilities to implement the Agreement and to undertake related capacity building and program delivery including expenditures associated with communication activities such as public project announcements and signage. Canada will review and accept AMO's detailed business case submitted in accordance with the Canada-Ontario-AMO-Toronto Agreement prior to undertaking the administrative and related activities.

#### 2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- (a) project expenditures incurred before April 1, 2005;
- (b) project expenditures incurred before April 1, 2014 for the following Eligible Project categories:
  - (i) regional and local airports;
  - (ii) short-line rail;
  - (iii) short-sea shipping;
  - (iv) disaster mitigation;
  - (v) broadband connectivity;

- (vi) brownfield redevelopment;
  - (vii) cultural infrastructure;
  - (viii) tourism infrastructure;
  - (ix) sport infrastructure; and
  - (x) recreational infrastructure.
- (c) the cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- (d) taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- (e) purchase of land or any interest therein, and related costs;
- (f) legal fees; and
- (g) routine repair and maintenance costs.

## SCHEDULE D

### REPORTING

#### 1. Annual Report

By March 31<sup>st</sup> of each year, the Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- (a) Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2014 - 20xx
Opening Balance <sup>1</sup>	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from a Municipality	\$xxx	\$xxx
Transferred to a Municipality	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of unspent funds	\$xxx	

- (b) Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project category	Total Project Cost	Funds (GTF) Spent	Completed
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)
						(Yes/No/Ongoing)

#### 2. Project Outcomes.

The Outcomes Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving:

- (a) Beneficial impacts on communities of completed Eligible Projects; and  
 (b) Enhanced impact of Funds as a predictable source of funding.

#### 3. Asset Management Outcomes.

On a date and in a manner to be determined by AMO, the Recipient will provide a report to AMO demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions and how Funds are being used to address priority projects.

<sup>1</sup>For the 2014 *Annual Report* this means the amount reported as unspent by the *Recipient* at December 31, 2013 as reported in the 2013 *Annual Expenditure Report* (as defined under the First Agreement).

## SCHEDULE E

### COMMUNICATIONS PROTOCOL

1. **Purpose.** The provisions of this Communications Protocol apply to all communications activities related to any Funds and Eligible Projects. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.
2. **Information Sharing.** The Recipient agrees to provide AMO with upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, in an electronic format deemed acceptable by AMO, by March 31. Information will include, at a minimum: Eligible Project name, Eligible Category, Eligible Project description, total budgeted federal contribution (gas tax) and anticipated start date.
3. **Project Signage**
  - 3.1 The Recipient may have a sign recognizing its contribution to Eligible Projects.
  - 3.2 At Canada's request, the Recipient will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content and installation guidelines will be provided by Canada.
  - 3.3 Where the Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project and be approved by Canada.
  - 3.4 The Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
  - 3.5 The Recipient agrees to inform AMO of signage installations, in a manner determined by AMO.
4. **Media Events and Announcements for Eligible Projects**
  - 4.1 The Recipient agrees to have regular announcements of Eligible Projects that are benefitting from the Funds that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
  - 4.2 Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
  - 4.3 Canada, AMO or the Recipient, may request a media event or announcement.
  - 4.4 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of AMO, Canada and the Recipient. AMO as administrator will ensure prior knowledge and agreement of other signatories to the Canada-Ontario-AMO-Toronto Agreement.
  - 4.5 Canada, AMO or the Recipient in requesting a media event or an announcement will provide at least 21 working days' notice to the Parties of their intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada. The AMO, Canada and the Recipient will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.
  - 4.6 The conduct of all joint media events, announcements and products will follow the Table of Precedence for Canada as outlined at the current Government of Canada website.
  - 4.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.

- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.
5. **Program Communications**
- 5.1 The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 5.2 When undertaking such activities, the Recipient will provide the opportunity for AMO and Canada to participate and will recognize the funding of all contributors.
- 5.3 Canada and AMO agree that they will not unreasonably restrict the Recipient from: (i) using, for its own purposes, public communications products related to the Funds prepared by Canada or AMO ("**Communication Products**") or, (ii) linking to web-based Communication Products.
- 5.4 Notwithstanding Section 4 of Schedule E, Canada retains the right to meet its obligations to communicate information to Canadians about the use of Funds through communications products and activities.
6. **Operational Communications**
- 6.1 The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 6.2 The Recipient will share information promptly with Canada and AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise Recipients, when appropriate, about media inquiries received by it concerning an Eligible Project and, when appropriate, other signatories to the Canada-Ontario-AMO-Toronto Agreement will advise the Recipient about media inquiries, concerning an Eligible Project.
7. **Communicating Success Stories.** The Recipient agrees to communicate with Canada and AMO for the purposes of collaborating on communications activities and produces including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.
8. **Advertising Campaigns.** Recognizing that advertising can be an effective means of communication with the public, the Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or the Eligible Projects. However such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the Recipient agrees to inform Canada and AMO of its intention, and to inform them no less than 21 working days prior to the campaign launch.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 38-2014**

A By-law to dedicate certain lands in the Town of Ajax as Public Highways

WHEREAS the *Municipal Act, 2001, S.31*, states that a municipality may by By-law establish a highway;

AND WHEREAS the hereinafter described lands are owned by the Corporation of the Town of Ajax.

AND WHEREAS The Council of the Corporation of the Town of Ajax deems it expedient that the said lands be dedicated as Public Highways.

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

That the following lands described in Column 1 are hereby established as Public Highways and named as set forth in Column 2:

COLUMN 1

Block 13, 40M-1608

COLUMN 2

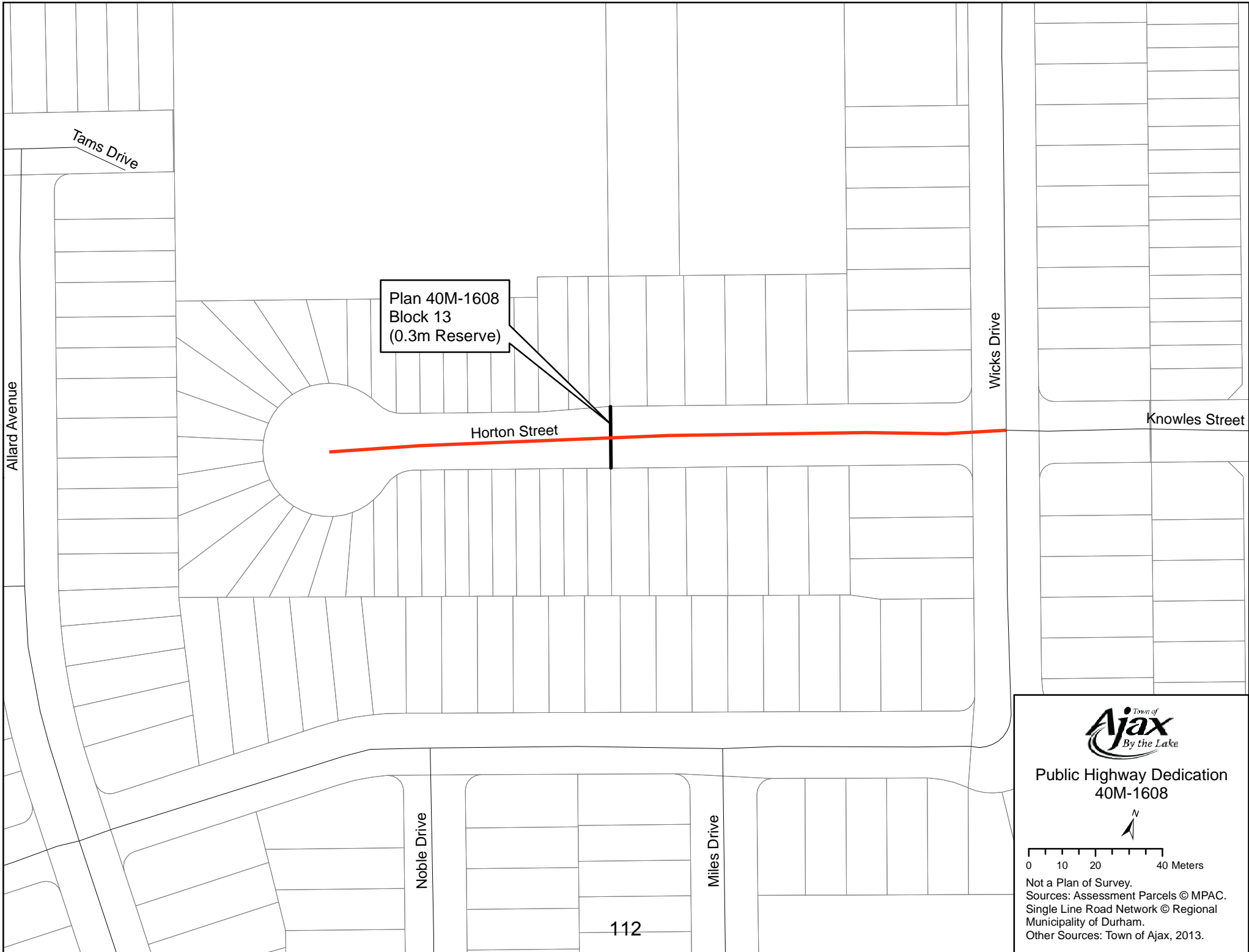
Horton Street (0.3m reserve)

Read a first and second time this  
Twenty-sixth day of May, 2014

Read a third time and passed this  
Twenty-sixth day of May, 2014

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk



Plan 40M-1608  
Block 13  
(0.3m Reserve)

Horton Street

Wicks Drive

Knowles Street



Public Highway Dedication  
40M-1608



0 10 20 40 Meters

Not a Plan of Survey.  
Sources: Assessment Parcels © MPAC.  
Single Line Road Network © Regional  
Municipality of Durham.  
Other Sources: Town of Ajax, 2013.



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 39-2014**

A By-law to dedicate certain lands in the Town of Ajax as Public Highways

WHEREAS the *Municipal Act, 2001, S.31*, states that a municipality may by By-law establish a highway;

AND WHEREAS the hereinafter described lands are owned by the Corporation of the Town of Ajax.

AND WHEREAS The Council of the Corporation of the Town of Ajax deems it expedient that the said lands be dedicated as Public Highways.

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

That the following lands described in Column 1 are hereby established as Public Highways and named as set forth in Column 2:

COLUMN 1

Part 2, 40R-20732  
Part 3, 40R-20732

COLUMN 2

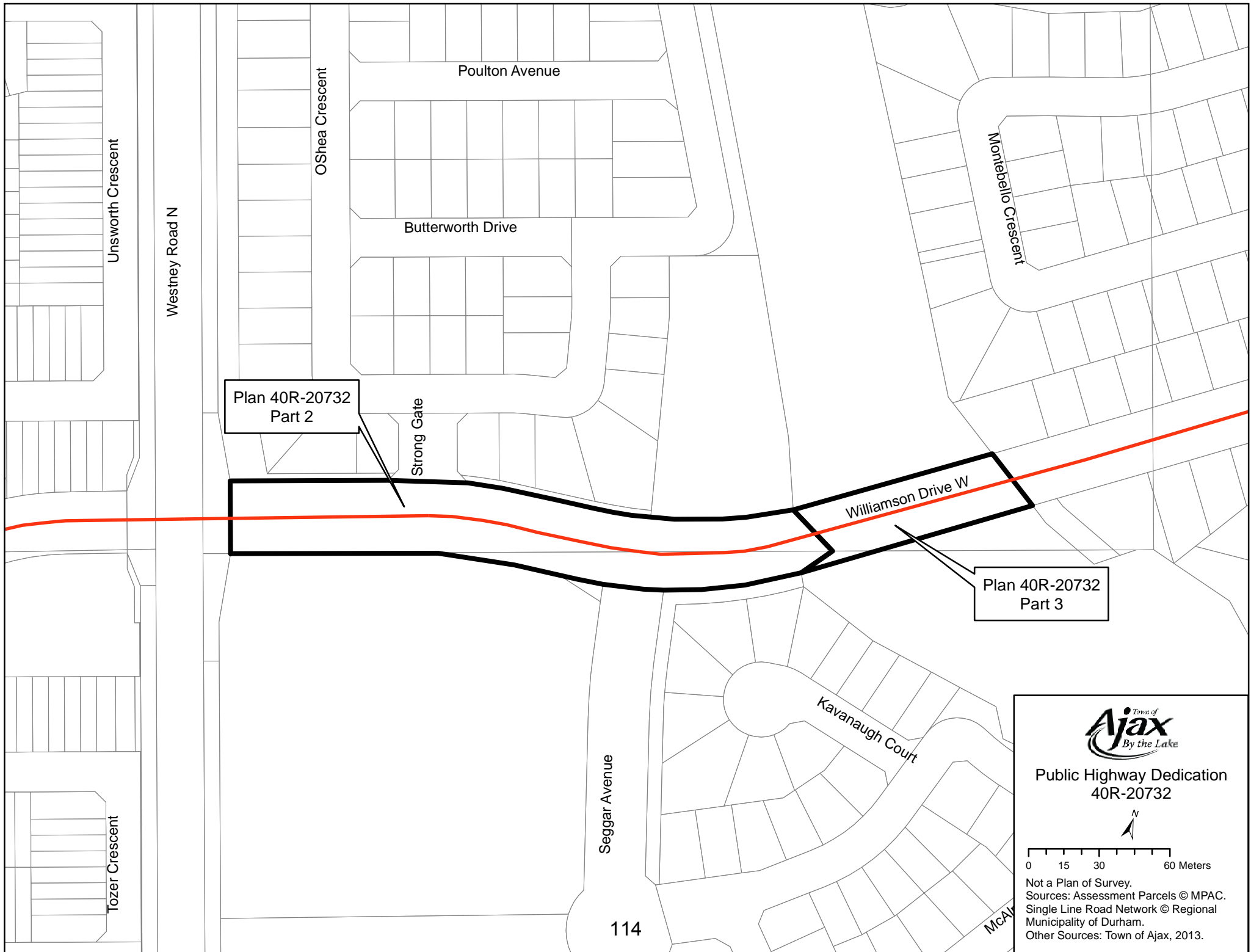
Williamson Drive (new road)  
Williamson Drive (new road)

Read a first and second time this  
Twenty-sixth day of May, 2014

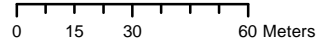
Read a third time and passed this  
Twenty-sixth day of May, 2014

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk



Public Highway Dedication  
40R-20732



Not a Plan of Survey.  
Sources: Assessment Parcels © MPAC.  
Single Line Road Network © Regional Municipality of Durham.  
Other Sources: Town of Ajax, 2013.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 40-2014**

A By-law to dedicate certain lands in the Town of Ajax as Public Highways

WHEREAS the *Municipal Act, 2001, S.31*, states that a municipality may by By-law establish a highway;

AND WHEREAS the hereinafter described lands are owned by the Corporation of the Town of Ajax.

AND WHEREAS The Council of the Corporation of the Town of Ajax deems it expedient that the said lands be dedicated as Public Highways.

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

That the following lands described in Column 1 are hereby established as Public Highways and named as set forth in Column 2:

COLUMN 1

COLUMN 2

Block 118, 40M-1455

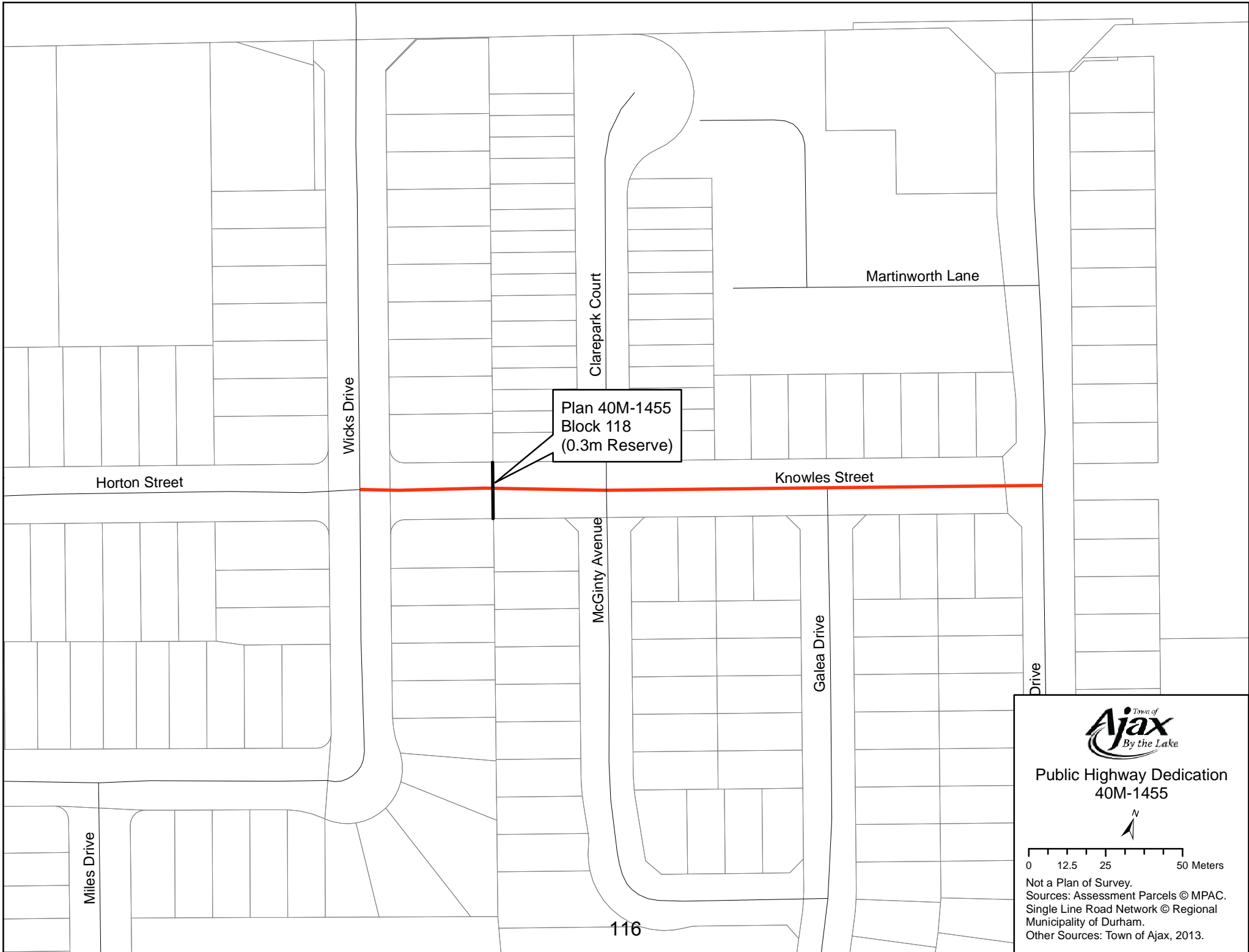
Knowles Street (0.30m reserve)

Read a first and second time this  
Twenty-sixth day of May, 2014

Read a third time and passed this  
Twenty-sixth day of May, 2014

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk



Plan 40M-1455  
Block 118  
(0.3m Reserve)

Horton Street

Wicks Drive

Clarepark Court

Martinworth Lane

Knowles Street

McGinty Avenue

Galea Drive

Drive

Miles Drive

116



Public Highway Dedication  
40M-1455



0 12.5 25 50 Meters

Not a Plan of Survey.  
Sources: Assessment Parcels © MPAC.  
Single Line Road Network © Regional  
Municipality of Durham.  
Other Sources: Town of Ajax, 2013.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 41-2014**

A By-law to dedicate certain lands in the Town of Ajax as Public Highways

WHEREAS the *Municipal Act, 2001, S.31*, states that a municipality may by By-law establish a highway;

AND WHEREAS the hereinafter described lands are owned by the Corporation of the Town of Ajax.

AND WHEREAS The Council of the Corporation of the Town of Ajax deems it expedient that the said lands be dedicated as Public Highways.

NOW THEREFORE the Council of the Corporation of the Town of Ajax enacts as follows:

That the following lands described in Column 1 are hereby established as Public Highways and named as set forth in Column 2:

COLUMN 1

Block 99, 40M-2266  
Block 100, 40M-2266

COLUMN 2

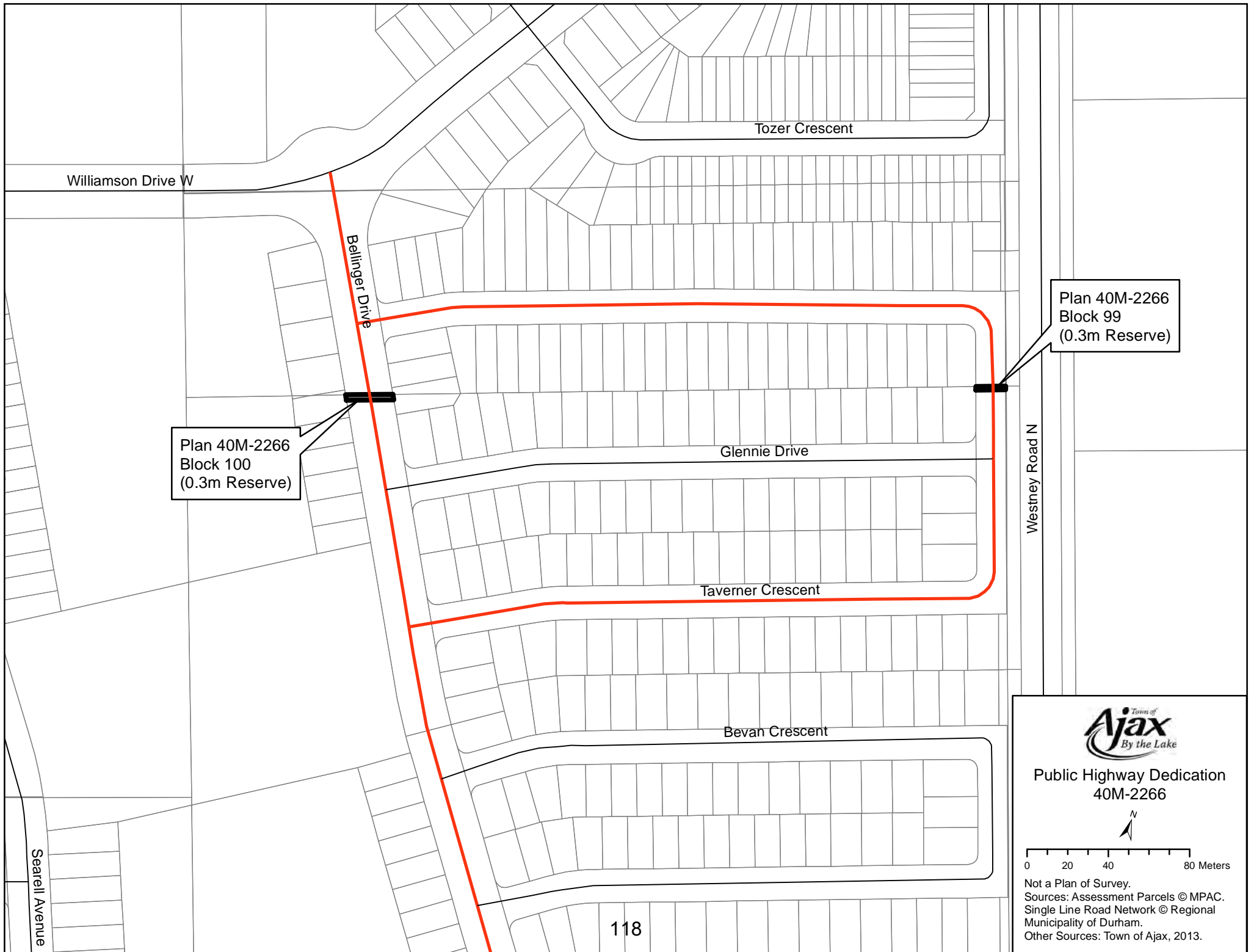
Taverner Crescent (0.30m reserve)  
Bellinger Drive (0.30m reserve)

Read a first and second time this  
Twenty-sixth day of May, 2014

Read a third time and passed this  
Twenty-sixth day of May, 2014

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk



Williamson Drive W

Bellingher Drive

Tozer Crescent

Plan 40M-2266  
Block 99  
(0.3m Reserve)

Plan 40M-2266  
Block 100  
(0.3m Reserve)

Glennie Drive

Westney Road N

Taverner Crescent

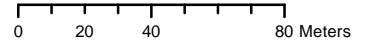
Bevan Crescent

Searell Avenue

118



Public Highway Dedication  
40M-2266



Not a Plan of Survey.  
Sources: Assessment Parcels © MPAC.  
Single Line Road Network © Regional  
Municipality of Durham.  
Other Sources: Town of Ajax, 2013.



## TOWN OF AJAX REPORT OF THE GENERAL GOVERNMENT COMMITTEE

*Alternative formats available upon request by contacting:  
[sarah.moore@ajax.ca](mailto:sarah.moore@ajax.ca) or 905-619-2529 ext. 3347*

For consideration by the Council of the Town of Ajax on May 26, 2014

The General Government Committee met at 2:00 p.m. on May 22, 2014

Present: Councillor J. Dies, Chair  
Regional Councillor S. Collier  
Regional Councillor C. Jordan  
Councillor M. Crawford  
Councillor P. Brown  
Mayor Parish

Absent: R. Ashby

---

**1. Call to Order (2:00 p.m.)**

Chair Dies called the meeting to order.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interests.

The General Government Committee recommends as follows:

**3. Adoption of In-Camera Minutes**

Moved by: S. Collier

That the Minutes of the In-Camera meeting of the General Government Committee held on May 8, 2014 be adopted.

CARRIED

**4. Consent Agenda**

*Members separated item 4.1 for discussion.*

**4.1 Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds,**

Moved by: P. Brown

1. That the report “Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds” be received for information.
2. That a By-Law authorizing the Town of Ajax to enter into the Municipal Funding Agreement with the Association of Municipalities of Ontario be approved.

CARRIED

**4.2 Contract Award – Stammers Drive Parkette**

Moved by: C. Jordan

1. That Council award the contract for the construction of Stammers Drive Parkette, to Melfer Construction Inc., in the amount of \$169,902.28 (inclusive of all taxes).
2. That Council award the contract for geotechnical services to Nasiruddin Engineering Limited, in the amount of \$1,000.00 (inclusive of all taxes).
3. That Council approve the following funding, to be allocated to Capital Account No. 958111:

Development Charges – 2008	\$ 987.68
Development Charges - 2013	\$10,963.32
Development Reserve	<u>\$ 1,218.15</u>
Total	\$13,169.15

CARRIED

**4.3 Provincial Policy Statement, 2014**

Moved by: C. Jordan

1. That the report to General Government Committee dated May 22, 2014 and titled “Provincial Policy Statement, 2014” be received for information.

CARRIED

**4.4 Revised Building By-law**

Moved by: C. Jordan

1. That the attached revised Building By-law, being a by-law respecting construction, demolition and change of use permits, inspections and other related matters including the establishment of a fee schedule be endorsed.



2. That staff be authorized to prepare and forward the implementing Building By-law to Council for consideration at a future meeting.

CARRIED

## 5. Presentations / Discussion

### 5.1 Greenwood Conservation Area – Public Art Features & Criteria

Moved by: C. Jordan

1. That the report entitled Greenwood Conservation Area – Public Art Features & Criteria, dated May 22, 2014 be received for information; and,
2. That Council approve the Public Art Design Considerations and provide additional input on the public art pieces for Greenwood Conservation Area, to help inform the competition call process, as per the Art in Public Spaces policy; and,
3. That Council direct staff to develop an open competition Call for Design Proposal for the art piece at Greenwood Conservation Area.

CARRIED

### 5.2 Grand Harwood Place: Sales Pavilion and Site Plan Update

Moved by: C. Jordan

1. That the report to General Government Committee entitled “Grand Harwood Place: Sales Pavilion and Site Plan Update” dated May 22, 2014 be received for information;
2. That staff be authorized to initiate the process to stop up and close a 431 m<sup>2</sup> portion of the Harwood Avenue road allowance at the south west corner of Harwood Avenue and Station Street and bring forward the implementing by-law to the June 23, 2014 meeting of Council for its consideration.

CARRIED

### 5.3 Pickering Airport Lands Status Update

Upon completion of the staff presentation and overview of the report in the agenda, the following *amended* recommendation was approved.

Moved by: P. Brown

That the staff report entitled “Pickering Airport Lands – Status Update” dated May 22, 2014 be received for information.

*And that staff be directed to prepare an additional recommendation, similar to the March 3, 2014 resolution passed by the Township of Uxbridge, to be considered at the May 26, 2014 meeting of Council.*

CARRIED

**6. Adjournment (3:05 p.m.)**

Moved by: S. Parish

That the May 22, 2014 meeting of the General Government Committee be adjourned.

**CARRIED**

J. Dies, Chair