

The Corporation of the Town of Ajax

COUNCIL

Tuesday May 24, 2011 at 7:00 p.m.

Council Chambers, Town Hall

65 Harwood Avenue South



Confirmed by: _____

AGENDA

1. Call To Order

2. Disclosure of Pecuniary Interest

3. Adoption of Minutes

3.1 Regular Meeting May 9, 2011

4. Delegation and Petitions / Public Hearings

None

5. Correspondence

6. Reports

- | | | |
|------------|--|--|
| 6.1 | Community Affairs & Planning Committee Report | May 16, 2011 |
| 6.2 | General Government Committee Report | May 19, 2011
(circulated separately) |
| 6.3 | Advisory Committee Reports | None |
| 6.4 | Departmental Reports | May 24, 2011 |
| 6.5 | Ajax Public Library Board Report | May 24, 2011 |

7. Regional Councillors' Reports

- 7.1** Regional Councillor S. Collier
7.2 Regional Councillor C. Jordan

8. Business Arising From Notice of Motion

None

9. By-Laws

- 52-2011 Fire Route for 50 Alexander Crossing – Ajax Downs
- 53-2011 Appointment of Law Enforcement Officers – Paragon
- 54-2011 Appointment of Law Enforcement Officers – Knights on Guard
- 55-2011 Appointment of Law Enforcement Officers – LK Protection
- 56-2011 Appointment of Law Enforcement Officers – Paragon - Hospital
- 57-2011 Appointment of Law Enforcement Officers – Group 4
- 58-2011 Zoning By-law Amendment Z2/10 Costco Whole Sale Corporation (Gas Bar)
- 59-2011 By-law Assumption of Subdivision S-A-2002 Phase 3 Rose Petal Valley Development Inc.
- 60-2011 Authorization for Execution of Purchase and Sale Agreement with Plasti-Fab

10. Notice of Motion

11. Other Business

12. Question Period

13. New Business, Notices and Announcements

14. Confirming By-Law 61-2011

15. Adjournment

TOWN OF AJAX REPORT TO COUNCIL

TO: Mayor and Members of Council
FROM: M. de Rond, Clerk
DATE: May 24, 2011
SUBJECT: Items of Correspondence



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

a) Town of Amherstburg: Radioactive Materials Shipment Through the Great Lakes

That the resolution of the Town of Amherstburg opposing the shipment of Canadian Nuclear Safety Commission (CNSC) radioactive steam generators through the Great Lakes be endorsed.

b) Ontario Lottery & Gaming (OLG). Slots at Ajax Downs

WHEREAS OLG has informed municipalities with slots and casino facilities that, due to OLG's move to International Financial Reporting Standards (IFRS), the municipal share of revenues will be reduced; and

WHEREAS the Town of Ajax will lose approximately \$139,000 in annual slots revenue due to this change; and

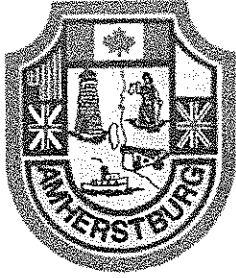
WHEREAS, the Racetrack Municipality Contribution Agreement signed between OLG and the Town in 2005 calculates the municipal share based on "Net Win", as defined in the agreement;

NOW THEREFORE IT BE RESOLVED that OLG be formally requested to amend the Racetrack Municipality Contribution Agreement to ensure that the municipal share of revenues will not be reduced; and

THAT that this resolution be sent to all municipalities that host Slots and Casinos facilities, OLG, Joe Dickson M.P.P for Ajax-Pickering and the Ontario Ministry of Finance.

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

- i) Minister Responsible for Seniors: 2011 Senior Achievement Reward Program**
- ii) Region of Durham: 2011 Multi-Residential Recycling Program**
- iii) Ministry of Citizenship and Immigration: Ontario Medal for Good Citizenship**
- iv) City of Oshawa: Heritage Property Tax Reduction Program Approved.**
- v) Town of Ajax: Proclamations Issued by the Mayor's Office**



The Corporation of The
Town of Amherstburg

April 27, 2011

To Whom it May Concern:

Re: Nuclear Reactor Program

Council, at its meeting held April 18, 2011, passed the following motion:

That Council oppose the shipment of radioactive materials from the Canadian Nuclear Safety Commission (CNSC) to ship 16 radioactive steam generators through the Great Lakes to the St. Lawrence Seaway to Sweden;

That the resolution be forwarded to County Council for support;

And further that the resolution be forwarded to other municipalities in Ontario for support.

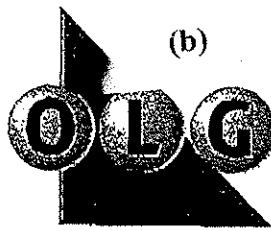
Your support of this position is appreciated. Should you have any further questions, please do not hesitate to contact me at (519) 736-0012 x 240.

Sincerely yours,

A handwritten signature in cursive script that reads "Charlene Watson".

Charlene Watson
Acting EA to the CAO & Clerk

cc: Ontario Municipalities



April 15, 2011

VIA FACSIMILE

Steve Parish, Mayor
The Municipality of Ajax
65 Harwood Avenue South
Ajax, ON L1S 2H9

Dear Mayor Parish:

RE: Slots at Ajax Downs

We are writing to tell you about the new financial reporting standards that OLG will be required to adopt effective April 1, 2011, and how this change will affect OLG payments to your organization.

As you may know, OLG calculates payments to your organization based on a percentage of revenue. To date, Canadian Generally Accepted Accounting Principles (CGAAP) have prescribed the manner in which OLG accounts for various revenue and expense items on its financial statements.

Effective April 1, 2011, OLG will be required to switch from CGAAP to new accounting standards called the International Financial Reporting Standards (IFRS). OLG is required to adopt IFRS for fiscal periods beginning on or after January 1, 2011, following direction from the Canadian Institute of Chartered Accountants. Canada is joining more than 120 countries and reporting jurisdictions already using these accounting standards.

This is relevant to your organization because IFRS will change the way OLG accounts for revenue, and this will have a consequential effect on the calculation of your current payments from OLG.

Unlike CGAAP, IFRS requires OLG to net (or subtract) from gross revenue the monetary value of complimentary items provided to patrons free of charge (i.e. comps, entertainment, Winner's Circle benefits, etc.). By way of example, using fiscal year 2010-2011 figures, the application of IFRS would have reduced consolidated OLG revenue by approximately \$340 million.

Based on 2011-2012 revenue forecasts, this translates into a reduction of approximately \$139,000 to your organization annually.

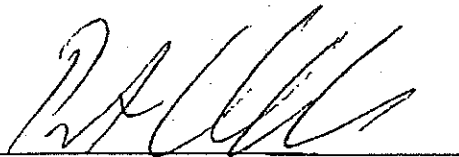
.....cont'd

To mitigate the impact of this change, OLG has chosen to provide you with one-time payments to accompany your regular payment calculated under IFRS for the first nine (9) months of this fiscal year. These transition payments would fully offset the difference between the current payment methodology (i.e. based on CGAAP) and the new payment methodology mandated by IFRS. OLG decided to do this to make allowances for your planning calendar. At the end of this transition period on January 1, 2012, your payments will be consistent with IFRS calculations and reflect the reduction noted above.

As IFRS continues to be adopted by jurisdictions around the world, we will monitor the evolution of the standards, and flag any additional impacts that may affect you with due notification.

We understand that the technical nature of this matter may require additional explanation. Please feel free to contact us through Audrey Smith at 416-224-7085 should a face-to-face discussion be helpful to you.

Sincerely,



Preet Dhindsa
Executive Vice President, CAO/CFO



Larry Flynn
Senior VP Gaming

Minister Responsible
for Seniors

6th Floor, Frost South
7 Queen's Park Crescent
Toronto (Ontario) M7A 1Y7
Tel: (416) 325-2338
Fax: (416) 327-4493

Ministre déléguée aux
Affaires des personnes âgées

6^e Étage, Frost Sud
7 Queen's Park Crescent
Toronto (Ontario) M7A 1Y7
Tél: (416) 325-2338
Téléc: (416) 327-4493

(i)

RECEIVED
TOWN OF AJAX

11 MAY -9 AIO :04



Ontario

3445MC-2011-51

April 12, 2011

Dear Friends:

Each year, the Government of Ontario celebrates the accomplishments and contributions 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 2011 Senior Achievement Award Program by nominating a deserving senior. As Minister Responsible for Seniors, I will join the Honourable David C. Onley, Lieutenant Governor of Ontario, in officially recognizing the award recipients at a ceremony at Queen's Park this fall.

Online nomination forms and information outlining details of the program, the selection criteria and the procedures followed are available at:
www.ontario.ca/honoursandawards.

The deadline date for nomination is June 15, 2011.

If you require further information, please contact the Ontario Honours and Awards Secretariat at by telephone at 416-314-7526 or 1-877-832-8622 or (TTY) 416-327-2391.

Thank you in advance for taking the time to consider a deserving senior in your community for a Senior Achievement Award nomination.

Sincerely,

Sophia Aggelonitis
Minister



The Regional
Municipality
of Durham

Works Department

605 ROSSLAND RD. E.
P.O. BOX 623
WHITBY ON L1N 6A3
CANADA
905-668-7711
1-800-372-1102
Fax: 905-668-2051
Email: works@durham.ca

www.durham.ca

C. R. Curtis, P.Eng., MBA
Commissioner of Works

(ii)

RECEIVED
TOWN OF AJAX

May 2, 2011

11 MAY -9 P12:13

Mayor Steve Parish
Town of Ajax
65 Harwood Avenue
Ajax, Ontario
L1S 2H9

Dear Mayor Parish:

**Re: 2011 Multi-Residential Recycling Program
Distribution Project**

I am pleased to provide this update regarding Durham's "Bag it. Tote it. Recycle it." project to relaunch the Region's Multi-residential Recycling program in 2011.

As part of the Region's plan to divert 70 per cent of its waste from landfill, this summer, every multi-residential dwelling unit in the Region receiving Regional solid waste collection services will receive one reusable tote bag to carry recyclables as well as accompanying promotional and education material free of charge.

This initiative will help improve residents' participation by clarifying what is recyclable. It will also increase convenience by making it easier for residents to store and transport their recyclables to the appropriate, clearly labeled recycling bins.

Each reusable tote bag will feature full colour graphics explaining the Region's Multi-residential Recycling program and will make sorting recyclables easier with a large inside pocket for recyclable containers and a smaller outside pocket for paper and cardboard recyclable materials.

The delivery of the bags and educational material is scheduled to start in May 2011 and will continue into the summer months.

In addition to the reusable tote bags, every multi-residential building receiving Regional waste management services will receive new posters, fridge magnets, recycling brochures, recycling cart labels and property management support materials as well as additional recycling carts to accommodate the anticipated increase in recyclable material collected.

"Service Excellence
for our Communities"



100% Post Consumer

Regional staff will work with every property manager and superintendent to ensure they are properly supported throughout this program relaunch.

An extensive marketing campaign will support this roll-out with news releases, mail out flyers and brochures, website updates and television interviews. The campaign began in mid-April and will continue through the summer of 2011.

Please accept one complimentary reusable tote bag with accompanying promotion and education material.

If you require additional information, please do not hesitate to contact me directly at 1-800-372-1102 Ext. 3464.

Sincerely,



Mirka Januszkiewicz, P.Eng., MAsC., MBA
Director of Waste Management Services

cc: C. Curtis, Commissioner of Works, Region of Durham
C. Bartlett, Manager of Waste Operations, Region of Durham
B. Skinner, Chief Administrative Officer, Town of Ajax
S. Brake, Manager, Operations & Environmental Services,
Town of Ajax
M. deRond, Clerk, Town of Ajax

Ministry of Citizenship
and Immigration

(iii)

Ministère des Affaires civiques
et de l'Immigration

Minister
6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministre
6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Télec.: (416) 325-6195



May, 2011

Re : Ontario Medal For Good Citizenship

Dear Friends:

I am pleased to let you know that nominations for the Ontario Medal for Good Citizenship are now being accepted.

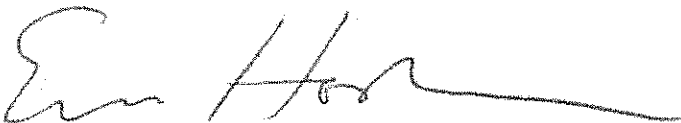
Established in 1973, the Ontario Medal for Good Citizenship honours Ontarians who, through exceptional, long-term efforts, have made outstanding contributions to life in their communities.

I am pleased to invite you to participate by nominating a deserving citizen. Recipients will be presented with their medal by the Lieutenant Governor of Ontario at a special ceremony this Fall at Queen's Park.

Nomination forms are now available on-line by visiting the Ministry of Citizenship and Immigration's website at: www.ontario.ca/honoursandawards. You may submit your nomination on-line by choosing the "Nominate Online" option, or download the PDF or HTML format from the website. For any further information, please contact the Ontario Honours and Awards Secretariat at 416 314-7526, 1 877 832-8622 or (TTY) 416 327-2391. Nominations must be received by August 17, 2011.

I encourage you to take the time to nominate a deserving citizen in your community for an Ontario Medal for Good Citizenship. The men and women we honour stand as shining examples to us all.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Hoskins".

Dr. Eric Hoskins
Minister

11 MAY 13 AM 9:46

RECEIVED
TOWN OF AJAX



Oshawa®
Prepare To Be Amazed

(iv)

RECEIVED
TOWN OF AJAX

Development Services Department
Planning Services

May 11, 2011

11 MAY 16 AM 12:28

File B-8600-0140-2011

Heritage Oshawa
Cathy Clarke, Chair
50 Centre St S
Oshawa, ON L1H 3Z7

Re: Council Approved Heritage Property Tax Reduction Program

Please be advised that City Council at a meeting held on May 3, 2011 dealt with the above-noted matter and adopted the following recommendation of the Development Services Committee:

"That the actions in Report DS-11-157 dated April 13, 2011, regarding the City's Heritage Property Tax Reduction Program be approved, a by-law be prepared for Council adoption and the execution of a Heritage Easement Agreement be delegated to the Commissioner, Development Services and designate; and,

That any heritage tax reductions be funded from the Taxes Written Off Program (Program 107); and,

That the City's Regional Councillors on the Regional Finance and Administration Committee work with staff and those other Durham municipalities that have Heritage Property Tax Reduction By-laws to advance a Regional Heritage Property Tax Reduction Program and by-law that complements the local municipal by-laws."

For your information, enclosed is a copy of the report of the Commissioner of Development Services DS-11-157.

If you require further information or clarification, please contact Margaret Kish at the address shown or by telephone at (905) 436-5636, extension 2945.

Christine Chase

Christine Chase, Administrative Assistant
Planning Services
Development Services Department

/c
Attachments

- c. Durham Region Finance and Administration Committee
All Durham Region local municipalities

The Corporation of the City of Oshawa, 50 Centre Street South, Oshawa, Ontario L1H 3Z7
Phone 905-436-3853 1-800-667-4292 Fax 905-436-5699
www.oshawa.ca



(v)

MEMO

TO: Mayor and Members of Council
FROM: Diana Gorassi
DEPARTMENT: Legislative and Information Services - Legislative Services
SUBJECT: PROCLAMATIONS ISSUED BY THE MAYOR'S OFFICE
DATE: May 24, 2011

The following Proclamations have been issued during the month of May 2011.

Organization	Dates
Recreation and Cultural Advisory Committee "Recreation and Parks Month"	June 2011
Accessibility Advisory Committee "National Access Awareness Week"	May 29 - June 4, 2011

A handwritten signature in cursive script that reads "D. Gorassi".

Diana Gorassi
Legislative & Information Services

/dg
* flag

TOWN OF AJAX REPORT



REPORT TO: Council

SUBMITTED BY: M. Diotte, Fire Chief

PREPARED BY: K. Doucette, Chief Fire Prevention Officer

SUBJECT: **Fire Route for 50 Alexander Crossing, Ajax**

WARD(S): 2

DATE OF MEETING: 2011 05 24

REFERENCE: n/a

RECOMMENDATION:

1. That By-law 5-2004 be amended to establish a Fire Route at 50 Alexander Crossing, Ajax as per the attached schedule from Mr. Jeff Denholm of Picov Downs o/a Ajax Downs dated May 10, 2011.

BACKGROUND:

n/a

DISCUSSION:

The attached application and site plan received by the Fire Department from Mr. Jeff Denholm of Picov Downs o/a Ajax Downs is requesting the establishment of a Fire Route at 50 Alexander Crossing. Ajax Fire and Emergency Services has no objection to this request.

FINANCIAL IMPLICATIONS:

The installation and maintenance costs associated with the related signs and costs are covered by the property owner.

COMMUNICATION ISSUES:

Subject: FIRE ROUTE FOR 50 ALEXANDER CROSSING, AJAX

CONCLUSION:

Ajax Fire and Emergency Services submits this request for approval by resolution of Council.

K. Doucette – Chief Fire Prevention Officer

M. Diotte – Fire Chief

THE CORPORATION OF THE TOWN OF AJAX
DESIGNATION OF FIRE ACCESS ROUTES

Please consider this application for the designation of a FIRE ACCESS ROUTE(S) under the provisions and regulations as contained in Bylaw # 5-2004, as amended and Ontario Regulation 213/07, the Ontario Fire Code, as amended.

PLEASE PRINT

APPLICANT: Jeff Denholm TELEPHONE#: 905-706-9292

APPLICANT'S TITLE: Project Manager

ADDRESS: 50 Alexander Crossing

CITY: Ajax POSTAL CODE: L1Z 2E6

PROPERTY OWNER: Picou Downs 9/10 Ajax Downs TELEPHONE#: 905-686-8001

ADDRESS: 380 Kingston Rd. East

CITY: Ajax POSTAL CODE: L1Z 1W4

OWNER IS: (please check one) INDIVIDUAL () CORPORATION (X)

TYPE OF BUILDING FOR WHICH APPLICATION IS MADE: Day Barns LOT, PLAN, CONCESSION: _____

ADDRESS OF BUILDING: 381 Kerrison Drive East
Ajax Ont

May 10, 2011
Date

J. Denholm
Signature

IMPORTANT: ENTIRE APPLICATION MUST BE COMPLETED AND MUST BE ACCOMPANIED WITH ONE (1) COPY OF THE FIRE ROUTE PLAN. IF NOT, THIS APPLICATION WILL NOT BE PROCESSED.

=====

OFFICE USE ONLY

The following section to be completed by Ajax Fire & Emergency Services.

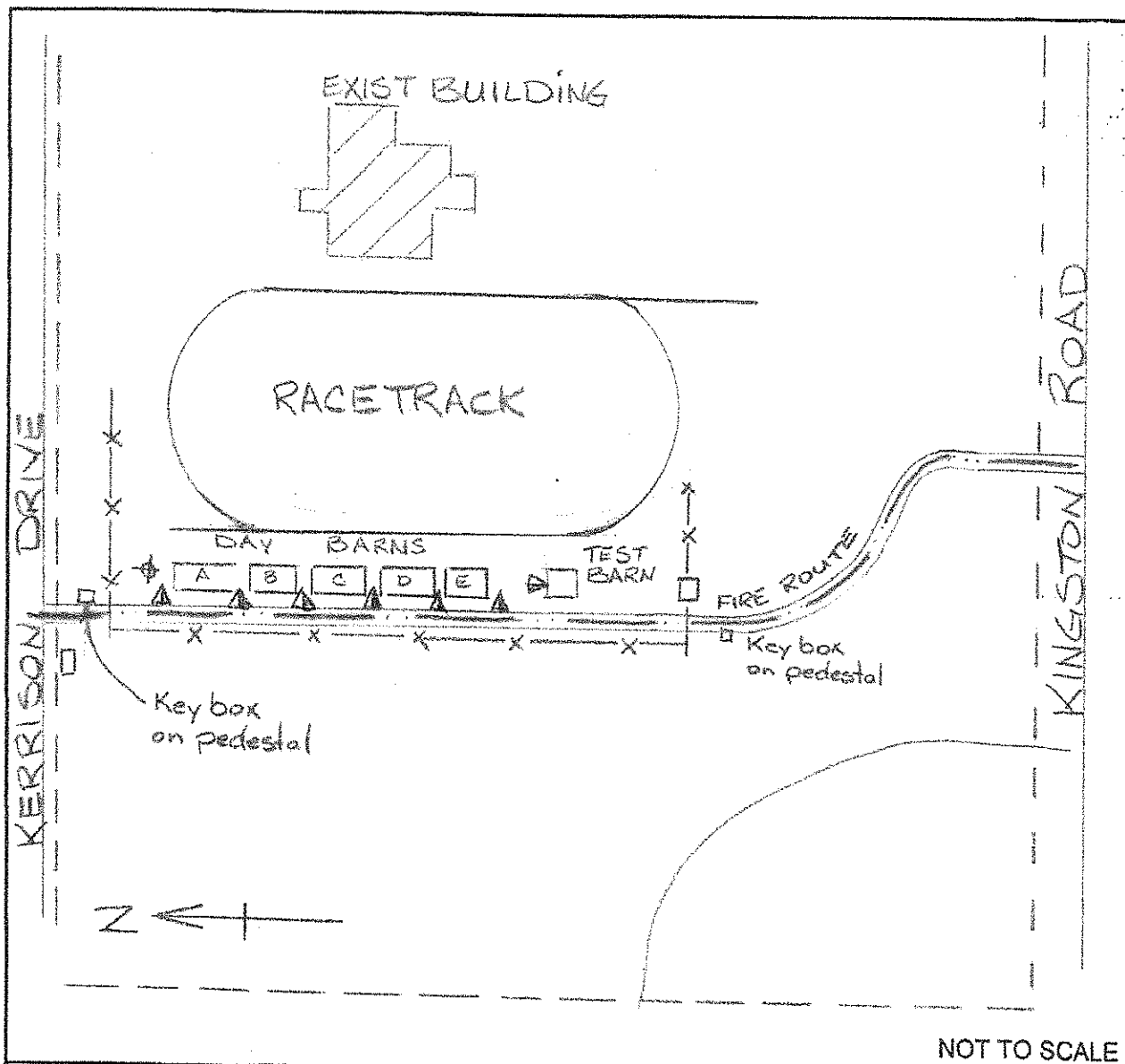
APPLICATION NUMBER: _____ DATE OF RECEIPT: _____

COMPLETED

Fire Route Signs are installed as shown on the accepted Fire Route Plan

Date

Signature of Fire Prevention Inspector



LEGEND		LOCATION / DESCRIPTION	
APPROXIMATE LOCATION OF PROPERTY LINE	-----		
FIRE ROUTE SHOWN AS	NO STOPPING		

TOWN OF AJAX REPORT



Report To: Council

Submitted By: Donna Bright
Chief Librarian & Executive Officer

Prepared By: Susan Burrill
Manager of Corporate Services

Subject: **Ajax Public Library Board Report to Council**

Ward(s): N/A

Date of Meeting: May 24, 2011

Reference:

Recommendation:

That Council receives this report for information purposes.

Ajax Public Library Board Meeting: April 28, 2011

Presentation by Mr. Steve Stewart, Financial Auditor, Deloitte

Mr. Stewart presented an Executive Summary of the main findings arising from the 2010 financial audit. The auditors intend to issue an unmodified audit report for the year ended December 31, 2010, upon the approval of the financial statements by the Library Board.

11-04/02 Moved by: Kate Bird
 Seconded by: Allan Angus

To accept the 2010 audited financial statement, as presented.
CARRIED

Presentation by Sanda Silaghi, Research Intern, Ajax Public Library

Sanda Silaghi updated the Board on the progress of the Library's research project, "Tell your stories: immigrant women and their family members". Ms. Silaghi presented some of the feedback received, and explained how the data should provide a better understanding of the immigrant experience and how it relates to libraries.

Presentation by the Teen Advisory Committee

The Board welcomed members of the Teen Advisory Committee; Cherryl Reyes, Marissa George and Krystal Gonsalves. The students outlined some of their recent and upcoming activities, including: "The Heart of Youth Beats @ the Library", "Doors Open – Ajax" and the annual Art Show. Olga Lambert questioned how local French students can get involved with the group. Staff agreed to contact the French schools to invite their participation.

Library Advocacy

The Board discussed the availability of a library tool kit, to advocate for public libraries during the Provincial election campaign. The Board appointed a sub-committee to prepare an activity schedule, to be brought back to the full Board with recommendations. Members of the committee are: Sharron Monk (Chair), Allan Angus, Kate Bird, Valerie Silveira and Donna Bright.

Presentation to the Accessibility Advisory Committee

Chief Librarian, Donna Bright, recently presented some of the Library's 2010 accomplishments, and plans for 2011, to the Accessibility Advisory Committee. She also demonstrated the use of the Ubi Duo – a two-way communication device that allows live chat between staff and customers with intellectual disabilities.

Ride to Read Program

The Durham Region Transit (DRT) has agreed to sponsor the Ride to Read initiative again this year. Ride to Read is a partnership with DRT and the eight Durham public library systems whereby any elementary school student who is registered in one of the libraries' summer reading programs can use their library card as a free transit pass during the months of July and August. While DRT supports juvenile literacy, the Ajax Public Library is pleased to promote transit as an environmentally friendly form of transportation.

Next Meeting: May 26, 2011

Susan Burrill, Manager of Corporate Services

Donna Bright, Chief Librarian & Exec. Officer

Regional Councillor Report

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

Date: May 24, 2011

Health and Social Services – May 5, 2011

Finance and Administration – May 10, 2011

Central Lake Ontario Conservation Authority (CLOCA) – May 17, 2011

Council– May 18, 2011

Health and Social Services

I attended the Health and Social Services Committee meeting to hear the presentation from the Friends of the Ajax/Pickering Hospital on a single healthcare corporation for all acute care hospitals in Durham Region. The City of Pickering passed a resolution earlier this year supporting this idea and Ajax Council endorsed the Pickering resolution at our meeting on April 26th. The recommendation was approved at Committee but then turned down and referred back to Health and Social Services by Council.

Finance and Administration

Dr's Stas, Prieditis, and Ricci made a presentation from Rouge Valley Ajax/Pickering hospital and requested funding in the amount of \$1.5 million to complete the construction of the MRI suite and to purchase two heart monitors for the cardiac program. My motion that the funding request be referred to Staff for consideration in the 2012 budget process was supported by the committee and endorsed by Council. A future report will be presented to Finance.

Report #2011-F-27 regarding the amendment to Development Charges By-law #44-008 for sanitary sewers was approved by the Committee. This represents an increase of \$1005 for a residential single detached unit bringing the fee from \$4723 to \$5728 with corresponding increases in other residential unit categories. The non-residential development charges are recommended to increase moderately as well. This increase reflects project cost increases which ensures that "growth continues to pay for growth" and minimizes growth costs funded by sewer user rates. The increase was ratified by Council.

Inquiries were made into the cost for the Regional retreat at Fern Resort this past April 27-29. A report will come back to a future Finance meeting. In January 2011 I questioned the retreat being held outside of Durham but was told that it had already been booked and we were committed. I proposed then that future retreats be held in Durham Region to minimize costs to the taxpayer.

CLOCA

Presentations were made on large scale fill operations within the conservation authority regulation area. Large scale fill operations can pose a significant threat to human and ecosystem health as there is the risk of contaminating ground and surface waters when the source of the fill is not known. Stringent conditions need to be in place prior to permits being issued.

Road ecology was discussed and how to improve wildlife passage opportunities. A perfect example of this is Victoria Street and how it divides the Lynde Marsh. This road is scheduled to be widened in 2012 to four lanes and consideration needs to be given to allow wildlife to cross under rather than over the road.

Council

Durham Regional Police Civic Awards were presented to several local residents for their heroic acts while helping others. Congratulations!

The Central East Local Health Integration Network (LHIN) presented their Annual Update. The main objectives are to; improve access to quality care, be a truly integrated system and, be accountable for the tax dollars they are given. Goals are; to save one million hours of time that patients spend in emergency departments and to reduce the impact of vascular disease by 10% by 2013.

Council ratified several items in addition to those listed above.

Regional Councillor Report

Submitted by: Colleen Jordan, Regional Councillor Wards 3 & 4

Date: May 24, 2011

Regional Council – May 18, 2011

Single Healthcare Corporation for Acute Hospitals in Durham Region

The motion endorsed by Ajax, Pickering, Uxbridge and the Region's Health and Social Services Committee to request that the Central East LHIN explore how the goal of a single hospital corporation for all communities within Durham be achieved was referred back to Health and Social Services. This motion was brought forward by the Friends of the Ajax Pickering Hospital, to address the historic issues of the transfer of services to Scarborough. It is anticipated that a single hospital corporation will better meet the needs of the projected population growth in Durham that is expected to grow at more than twice the rate of any other community in the Central East LHIN. In addition, it is thought that fundraising efforts will significantly improve when focused on services within our community.

Approval of Consulting Costs for OMB Appeals – ROPA 128

A motion to approve the award of consulting costs of \$303,295.00 was endorsed by the Region. The vote was 17 to 8. All Ajax Councillors, Clarington Councillors [as well as](#) ~~and~~ Pickering Councillors McCL~~ean~~ and Rodrigues (Councillor O'Connell was absent due to illness) voted against approving the costs. The lands in Northeast Pickering, which encompass the headwaters of the Carruthers, have been designated for future development in the Regional Official Plan 128. Both the province and Ajax are opposed due to its non-conformity to the Provincial Growth Plan. In addition, Ajax has concerns about future elevated flooding risks downstream in southeast Ajax. Clarington has concerns that employment lands in their community were not designated for development. The Ontario Municipal Board will be the approval authority dealing with the numerous appeals.

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 52-2011

A By-law to amend By-law 5-2004, being a By-law to regulate traffic on highways in the Town of Ajax.

WHEREAS the Council of The Corporation of the Town of Ajax may pass By-laws pursuant to the Highway Traffic Act, R.S.O.1990 and amendments thereto:

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

1. That By-law Number 5-2004 as amended be further amended as follows:

SCHEDULE XXVI

FIRE ROUTES

ADD:

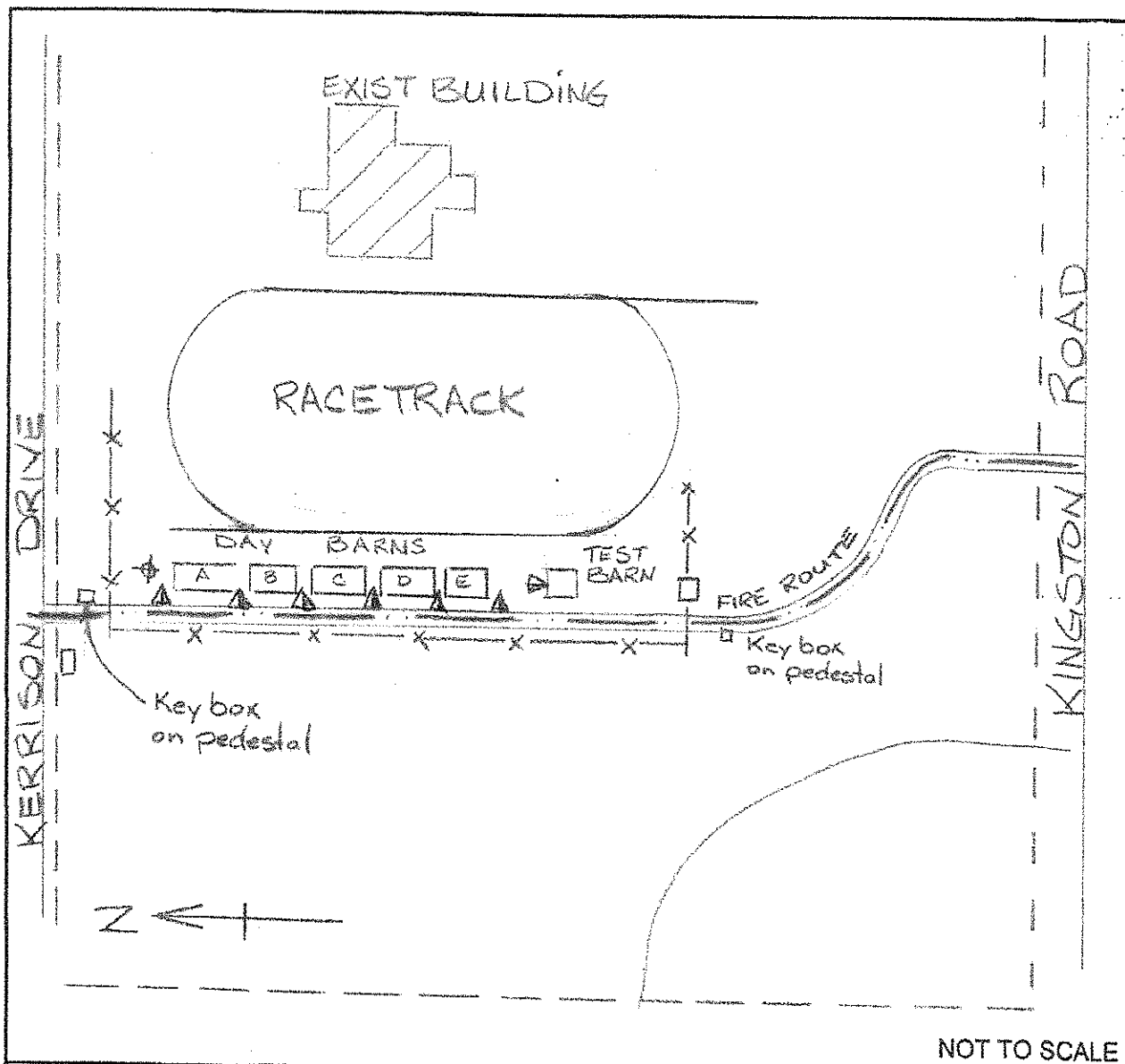
<u>Municipal Address</u>	<u>Name of Property</u>	<u>Approval Date</u>
50 Alexander Crossing	Picov Downs o/a Ajax Downs	2011 05 24

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk



NOT TO SCALE

LEGEND

APPROXIMATE LOCATION OF
PROPERTY LINE

FIRE ROUTE SHOWN AS

FIRE ROUTE SIGN ON
STREET LIGHT POLE

FIRE ROUTE SIGN
ON SIGN POST

FIRE ROUTE SIGN ON
BUILDING OR STRUCTURE

ENTRANCE TO BUILDING

FIRE (SIAMESE) CONNECTION

FIRE HYDRANT

NO STOPPING

NO PARKING

BACK MOUNTED

END MOUNTED

BACK MOUNTED

END MOUNTED

BACK MOUNTED

END MOUNTED

LOCATION / DESCRIPTION

Ajax Downs - 50 Alexander Crossing

DESIGNATED FIRE ROUTE



TYPE

QTY.

DATE: 2011 05 24

SCHEDULE
NUMBER

11-003

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 53-2011

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 314 Harwood Avenue South, DCC#34 [44 Falby Court],
DCECC#203 [2-40 Abela Lane, 2-32 Bartolo Lane & Singleton Lane],
DSCC#213 [Oakins Lane & Lavan Lane], DCC#37 [Robbie Crescent,
Chamberlain Court & Paramore Court])

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 following persons are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as 314 Harwood Avenue South, DCC#34 [44 Falby Court], DCECC#203 [2-40 Abela Lane, 2-32 Bartolo Lane & Singleton Lane], DSCC#213 [Oakins Lane & Lavan Lane] and DCC#37 [Robbie Crescent, Chamberlain Court & Paramore Court] 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;

Stavrakis Panayiotous
Larry Sherwin
Syed Zaidi
Nick Koitsopoulos
Robert McWilliam
Sandra Hunt-Mimra
Danny King
Paul Long

2. 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.
3. These appointments shall expire upon those persons set out in Section 1 ceasing to be an employee of Paragon Security, or upon Paragon Security ceasing to be an authorized agent of 314 Harwood Avenue South, DCC#34 [44 Falby Court], DCECC#203 [2-40 Abela Lane, 2-32 Bartolo Lane & Singleton Lane], DSCC#213 [Oakins Lane & Lavan Lane] and DCC#37 [Robbie Crescent, Chamberlain Court & Paramore Court].
4. By-law Number 141-2010 is hereby repealed.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 54-2011

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – Town Streets, 110 Old Kingston Road, 1-90 Ventura Lane,
OCC#1 [2-76 Deacon Lane, 1-26 Reygate Court and 1-13 Newing Court])

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 following persons are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as, 110 Old Kingston Road, 1 to 90 Ventura Lane, OCC#1 [2-76 Deacon Lane, 1-26 Reygate Court and 1-13 Newing Court], and all Town streets, 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;

Jeyachchandran Manikasingham	Bill Dimkovski
Steve Dimkovski	Paul Smith
Mile Tasovsk	Steven Leach
Chris Dimkovski	Maurice Wilson
Michael Dimkovski	Anand Ally
Richard Bell	Terrence Hunter
Gary Tenn	Rosa DeCicco
Derek Wellwood	Adam Kousmanidis
Douglas Pendlebury	

- 2. 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.
- 3. These appointments shall expire upon those persons set out in Section 1 ceasing to be an employee of Knights on Guard Protective Services Corp. or Knights on Guard Protective Services Corp. ceasing to be an authorized agent of the Town of Ajax, 110 Old Kingston Road, 1 to 90 Ventura Lane or OCC#1 [2-76 Deacon Lane, 1-26 Reygate Court and 1-13 Newing Court].
- 4. By-law Number 36-2010 is hereby repealed.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 55-2011

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 15 Westney Road North [Westney Heights Plaza],
Wyndam Manor Plaza [81, 87, 95 and 101 Middlecote Drive])

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 following persons are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as 15 Westney Road North [Westney Heights Plaza] and Wyndam Manor Plaza [81, 87, 95 and 101 Middlecote Drive], 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;

Leonard Labelle
Vadim Konev
Victor Muratov
Farshish Sethna
Paul Rawski
Jason Komdeur
Javaid Ahmed
2. 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.
3. These appointments shall expire upon those persons set out in Section 1 ceasing to be an employee of LK Protection Inc. or upon LK Protection Inc. ceasing to be an authorized agent of 15 Westney Road North [Westney Heights Plaza] and Wyndam Manor Plaza [81, 87, 95 and 101 Middlecote Drive], Ajax, Ontario.
4. By-law Number 86-2010 is hereby repealed.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 56-2011

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 580 Harwood Ave. South, Rouge Valley Ajax and Pickering Hospital)

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 following persons are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as 580 Harwood Ave. South [Rouge Valley Ajax and Pickering Hospital], 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;

Martin Green	William Woodstock	Byron Tsotos
Ryan Winterink	Jim Nicholson	Davis Drepaul
Curtis Mollon	Neil Routledge	Derrick Glennie
Gord Bidden	Steve Burns	Leith El-Halabi
Matthew Hawley		

- 2. 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.
- 3. These appointments shall expire upon those persons set out in Section 1 ceasing to be an employee of Paragon Security, or upon Paragon Security ceasing to be an authorized agent of 580 Harwood Ave. South [Rouge Valley Ajax and Pickering Hospital].

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 57-2011

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 all reasonable times upon the lands known as D.C.C. #37, 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), The Breakers Condominium Project (25, 45,70 Cumberland Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C.# 172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. # 175 (McGonigal Lane and 35-45 Pennefather Lane), D.C.C. # 177 (Spraggins Lane and 1-31 and 12-24 Pennefather Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), and D.S.C.C. #210 (160 unit complex at Bayly Avenue and Shoal Point Road) 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 an employee of G4S Secure Solutions (Canada Ltd.) or upon G4S Secure Solutions (Canada Ltd.) ceasing to be an authorized agent of D.C.C. #37, 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), The Breakers Condominium Project (25, 45,70 Cumberland Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C.# 172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. # 175 (McGonigal Lane and 35-45 Pennefather Lane), D.C.C. # 177 (Spraggins Lane and 1-31 and 12-24 Pennefather Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), and D.S.C.C. #210 (160 unit complex at Bayly Avenue and Shoal Point Road), 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 143-2010 is hereby repealed.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

SCHEDULE "A" OF BY-LAW NUMBER 57-2011

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

Frederick Smith

Keith Pearson

Willi Wuest

Ray Howells

Rajumar Thirunathan

Anthony Carter

Denise Franklin

Bradley Morpew

Bernard Rooney

Gord Heighway

Kris Evans

Frank Sutton

William Brooks

Craig Bennett

Christina Ciulla

Shawn Caprio

William Tilley

Daniel Shutka

Martyn Woodrow

Kevin Patterson

Larry Cassel

Blair Goble

Paul Rooney

Franklin Barrett

Christopher Thorne

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 58 - 2011

A By-law to amend By-law Number 95-2003, as amended.

WHEREAS, authority is granted under Section 34 of the Planning Act, R. S. O., 1990, c. P. 13 for Council to pass this By-law;

AND WHEREAS, the Council of the Corporation of the Town of Ajax has approved an application to amend Zoning By-law Number 95-2003, as amended (Z2/10), with respect to the subject lands described as South Part of Lot 6 and 7, Concession 2, NOW Part 3 on 40R-14918 and Part 6 on 40R-15728, identified on Schedule “A” to this By-law;

AND WHEREAS, the Council of the Town of Ajax deems it appropriate to pass an implementing Zoning By-law to regulate the future development of the subject lands;

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

1. THAT the Exception Schedule, specifically Map 32, attached to and forming part of By-law No. 95-2003, as amended, is hereby amended to delineate the boundaries of new Exception 167, for the lands shown outlined on Schedule “B” attached hereto.
2. THAT Section 7.1.1, List of Exceptions, of By-law No. 95-2003, as amended, is hereby further amended by adding the following new exception as follows:

Exception	Zoning	Map	By-law	File Reference
167	UC	32	58 - 2011	Z2/10 SPA11/10
<div><div>i) Location:150 Kingston Road East</div><div>ii) Legal Description:South Part of Lot 6 and 7, Concession 2, NOW Part 3 on 40R-14918 and Part 6 on 40R-15728</div><div>iii) Additional Use:Motor Vehicle Gas Bar as an accessory use to a Retail Warehouse (1)</div><div>iv) Development Standards:<div><div>a) Notwithstanding Section 6.3.2 the following development standards shall apply to a Motor Vehicle Gas Bar<div><div>i) Min. Setback from the Front Lot Line:<div><div>- Kingston Road East:19 m</div><div>- Ringer Road:330 m</div></div></div><div>ii) Min. Setback from the Interior Side Lot Line:<div><div>- West Interior Side Lot Line:78 m</div><div>- East Interior Side Lot Line:20 m</div></div></div><div>iii) Min. Setback from the Exterior Side Lot Line:7.5 m</div><div>iv) Min. Setback from the Rear Lot Line:9 m</div></div><div>b) Maximum Gross Floor Area:15 m²</div><div>c) Maximum Height:3.0 m (2)</div></div><div>v) Minimum Required Parking:4.58 spaces per 100 m² of gross floor area</div><div>(1) A maximum of one Motor Vehicle Gas Bar is permitted</div><div>(2) Notwithstanding the maximum height requirement herein, canopies over gas pumps may be permitted to a maximum height of 5.5 metres</div></div><div>Except as amended herein, all other provisions of this By-law, as amended, shall apply.</div></div></div>				

3. By-law Number 95-2003, as amended, is hereby further amended only to the extent necessary to give effect to the provisions of this By-law.

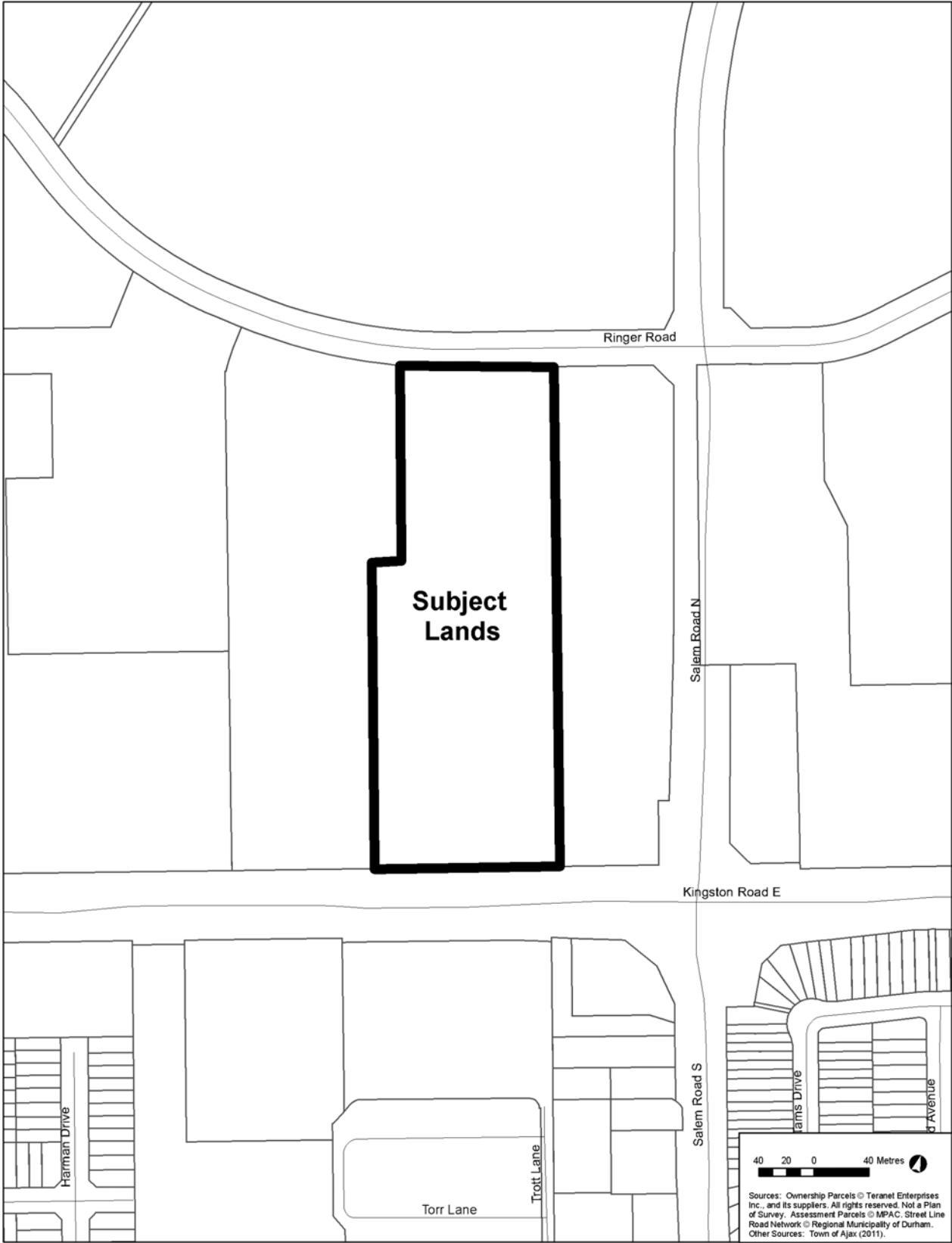
READ a first and second time this
Twenty-fourth day of May, 2011

READ a third time and passed this
Twenty-fourth day of May, 2011

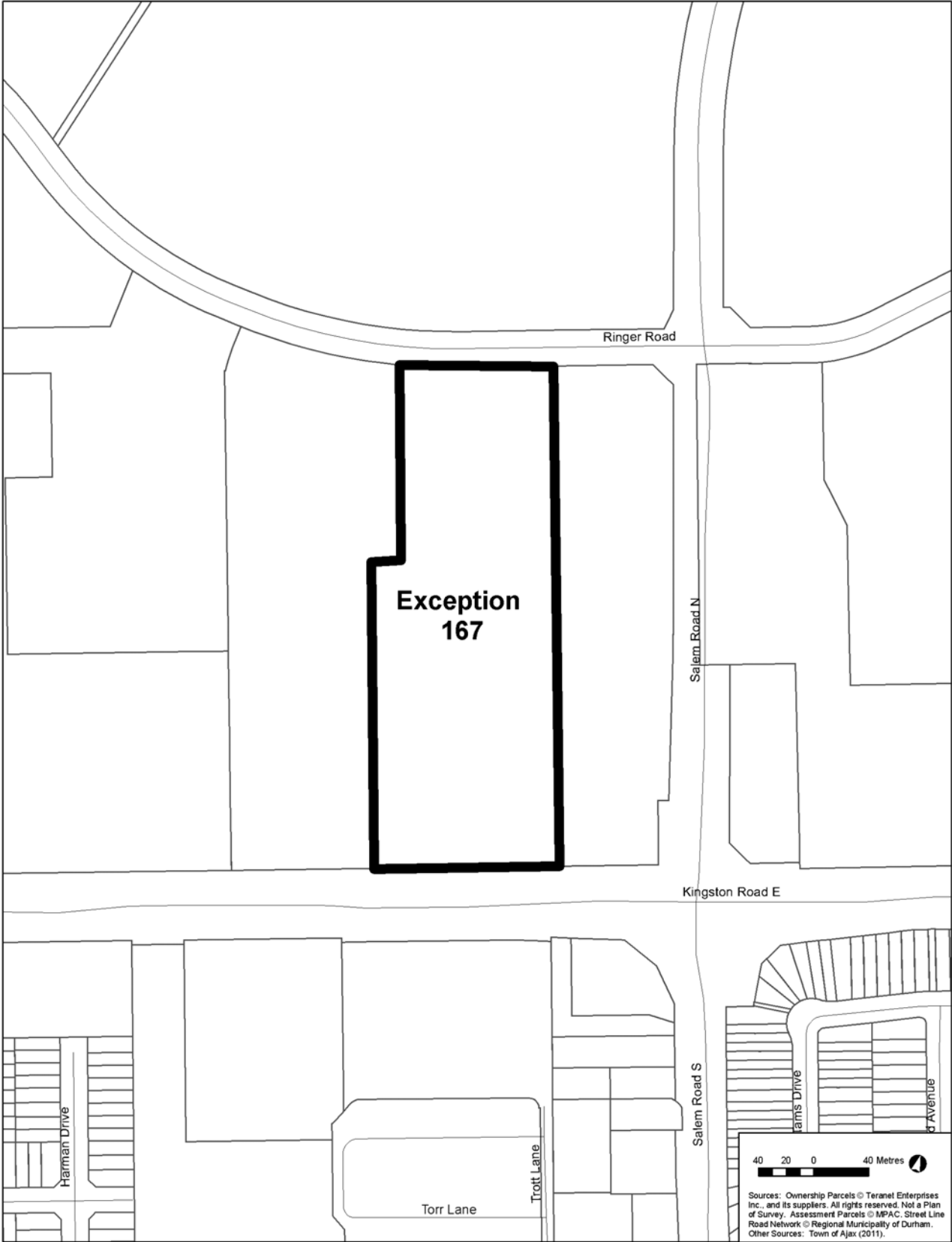
Mayor

D-Clerk

Schedule “A” to By-law Number 58 - 2011



Schedule “B” to By-law Number 58 - 2011



Explanatory Note To By-Law Number 58 – 2011

The purpose of this zoning by-law amendment is to facilitate the development of a Motor Vehicle Gas Bar consisting of 12 fuel pumps on 3 islands covered by an overhead canopy structure, as an accessory use to an existing Retail Warehouse and to establish site specific development standards for the Motor Vehicle Gas Bar including a reduced parking requirement on the subject lands located at 150 Kingston Road.

THE CORPORATION OF THE TOWN OF AJAX
BY-LAW NUMBER 59-2011

A By-law to assume the works and services on Registered Plan 40M-2266
(S-A-2002-02 Phase 3).(Rose Petal Valley Subdivision Phase 3)

WHEREAS under the terms of the Subdivision Agreement dated July 31, 2005 between the Corporation of the Town of Ajax and Rose Petal Valley Developments Inc., and upon issuance of the Town’s Final Acceptance certificate, the Town shall assume the works and services referred to in the said certificate;

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

- 1. That the Corporation of the Town of Ajax hereby assumes the works and services in Registered Plan 40M-2266.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 60-2011

A By-law to authorize the execution of an agreement of purchase and sale
between the Corporation of the Town of Ajax and Plasti-Fab Ltd.
(Plan 40R-26682)

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

- 1. That the Town of Ajax do enter into that certain agreement of purchase and sale between the Corporation of the Town of Ajax and Plasti-Fab, attached hereto as Appendix ‘A’
- 2. That the Mayor, Clerk and Town Solicitor are hereby authorized to execute all documents required to give effect to the said agreement on behalf of the Corporation and to affix the Corporate Seal thereto.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk

AGREEMENT OF PURCHASE AND SALE

ARTICLE 1.00 – THE OFFER

- 1.01 **THE CORPORATION OF THE TOWN OF AJAX** (the "Town") having inspected the following described property hereby agrees to and with **PLASTI-FAB LTD.** ("Plasti-Fab"), to purchase the real property being Part Block F Plan 480 being Parts 6 and 7 on 40R-26682 being part of PIN 26459-0003 (LT), in the Town of Ajax, Regional Municipality of Durham (the "Parts 6 & 7 Lands") valued at \$63,000 based on a current industrial land value in Ajax in exchange for the Part 5 Lands as defined below.
- 1.02 Plasti-Fab having inspected the following described property hereby agrees to and with the Town to purchase the real property described as Part of Block G Plan 480 being Part 5 on 40R-26682 being part of PIN 26459-0001 (LT), in the Town of Ajax, Regional Municipality of Durham (the "Part 5 Lands") valued at \$85,000 based on a current industrial land value in exchange for the Parts 6 & 7 Lands and for no additional consideration other than the conveyance of the Parts 6 & 7 Lands.

ARTICLE 2.00 – DEFINITIONS

- 2.01 For the purposes of this Agreement the following terms shall have the meanings hereinafter ascribed to them:

"Agreement" means this Agreement of Purchase and Sale together with all schedules annexed hereto and all amendments thereto made from time to time by Plasti-Fab and the Town.

"Closing Date" means with respect to the transfer of the Parts 6 & 7 Lands to the Town May 27, 2011 (the "First Closing Date") and with respect to the transfer of the Part 5 Lands to Plasti-Fab means the thirtieth day following the satisfaction or waiver of the condition set out in Section 3.05 of this Agreement (the "Second Closing Date").

ARTICLE 3.00 – CLOSING CONDITIONS

- 3.01 On the First Closing Date the Town agrees to pay the reasonable legal fees, H.S.T. and disbursements incurred by Plasti-Fab in connection with this Agreement not exceeding \$1,000.00.

- 3.02 The Town and Plasti-Fab agree there is no representation or warranty of any kind that the future intended use of the lands being transferred to it by either the Town or Plasti-Fab is or will be lawful except as may be specifically provided in this Agreement.
- 3.03 The Town and Plasti-Fab acknowledge that the herein transaction is being entered into for the purposes of the realignment of Fairall and Station Streets by the Town (the "Realignment"). In conjunction with the construction of the Realignment by the Town over the Parts 6 & 7 Lands the Town shall construct a new vehicle entrance for the benefit of Plasti-Fab's adjoining lands to the southern limit of the new road right of way, and shall install trees, sod, and landscaping in the boulevard or on Plasti-Fab's land adjacent to the boulevard, as may be reasonably carried out, to replace such landscaping as is disturbed or removed as part of the construction of the Realignment. The Town shall also be responsible for restoring any other damage caused by it, its employees, agents, contractors, subcontractors, workmen or persons for whom in law it is responsible during the construction of the Realignment. In addition, in the event Plasti-Fab elects to accept a transfer of the Part 5 Lands as set out in Section 3.05, the Town, within a reasonable time following the Second Closing Date, agrees to construct a fence around the Part 5 Lands similar to the existing fence located as at the date of this Agreement on Plasti-Fab's adjoining land together with a new gate and vehicle entrance for Truck traffic on the Part 5 Lands.
- 3.04 The Town further agrees that during the construction of the Realignment the Town shall implement safety and security measures to protect the premises of Plasti-Fab.
- 3.05 Plasti-Fab acknowledges being advised by the Town that the Part 5 Lands, as well as other lands, will be subject to the preparation and filing of a Record of Site Condition (the "RSC") by its prior owner as a condition of the purchase of the Part 5 Lands by the Town. The condition with respect to the preparation of the RSC and the responsibility for the design and remediation measures are attached hereto as Schedule "A" (the "RSC Condition").

Upon completion of the RSC Condition the Town agrees to deliver to Plasti-Fab a copy of the final environmental report and remediation measures report with respect to the RSC as it applies to the Part 5 Lands. Plasti-Fab shall have sixty (60) days following the delivery of the final environmental report and remediation measures report to elect to accept a transfer of the Part 5 Lands by delivery of written notice to that effect to the Town. In the event Plasti-Fab does not or fails to elect to accept a transfer of the Part 5 Lands within the sixty (60) day period Plasti-Fab shall be deemed to have elected to accept payment of the sum of \$63,000.00 in full and final satisfaction for the transfer of the Parts 6 & 7 Lands to the Town which sum shall be paid to Plasti-Fab within five (5) days of the earlier

of the date Plasti-Fab elects not to accept the transfer of the Part 5 Lands or the expiry of the said sixty (60) days and the obligation of the Town to transfer the Part 5 Lands to Plasti-Fab shall be at an end.

Plasti-Fab, its agents and representatives, shall be allowed reasonable access to the Part 5 Lands as required by it from time to time during such sixty (60) day period and Plasti-Fab shall be entitled to carry out such reasonable tests and inspections as it may deem necessary, and without limitation, the Town acknowledges and agrees that during such sixty (60) day period Plasti-Fab or its agents may perform a Phase I and Phase II Environmental Audit including soil tests as necessary of the Part 5 Lands. If the Town so requests in writing, if Plasti-Fab does not elect to accept a transfer of the Part 5 Lands, Plasti-Fab shall, at its sole expense, repair any damage caused by any such tests and inspections.

- 3.06 Plasti-Fab agrees that it is acquiring the Part 5 Lands on an "as-is" basis and hereby covenants and agrees to be liable for and to hold the Town and its officers, directors, employees and agents completely harmless and to indemnify the Town from and against any and all liability directly or indirectly incurred by the Town by reason of any claims, orders, demands, suits, actions, causes of action, losses, costs, liability and expenses (including legal fees) which the Town may sustain, incur, suffer or have asserted against it whether occurring or caused before, on or after the Second Closing Date relating to, arising out of, resulting from or in any way connected with any matters concerning the Part 5 Lands including, without limitation, the environmental condition of the Part 5 Lands. This indemnity shall survive the closing of this Agreement.
- 3.07 The Town agrees that it is acquiring the Part 6 & 7 Lands on an "as-is" basis and hereby covenants and agrees to be liable for and to hold Plasti-Fab and its officers, directors, employees and agents completely harmless and to indemnify Plasti-Fab from and against any and all liability directly or indirectly incurred by it by reason of any claims, orders, demands, suits, actions, causes of action, losses, costs, liability and expenses (including legal fees) which Plasti-Fab may sustain, incur, suffer or have asserted against it whether occurring or caused before, on or after the First Closing Date relating to, arising out of, resulting from or in any way connected with any matters concerning the Parts 6 & 7 Lands including, without limitation, the environmental condition of the Parts 6 & 7 Lands. This indemnity shall survive the closing of this Agreement.

ARTICLE 4.00 – AUTHORIZATIONS

- 4.01 Each party authorizes the other to have access to and inspect all files, records, documents, orders and approvals of the MOE and of any other body having jurisdiction relating to the Parts 6 & 7 Lands and Part 5 Lands. Each party shall have until five (5) days before the First Closing Date or the Second Closing Date to make requisitions of the other of them in connection with such search results. Each party will sign any more specific authorization(s) required by any such body immediately upon written request by the other.

ARTICLE 5.00 – CLOSING DOCUMENTS

- 5.01 On the First Closing Date and the Second Closing Date each party shall have its Solicitor prepare and deliver to the other the following:
- (a) a Transfer in registrable electronic form;
 - (b) such other documents as each party's solicitor may reasonably request to better give effect to the terms of this transaction including evidence of any consent to this transaction pursuant to the Family Law Act (Ontario).
- 5.02 The parties hereto confirm that the electronic registration system (the "Electronic Registration System" or "ERS") is operative in the applicable Land Titles Office in which the Parts 6 & 7 Lands and the Part 5 Lands are situate and accordingly the following terms and provisions shall prevail, namely:
- (a) both parties shall each be obliged to retain a lawyer, who is both an authorized ERS user and in good standing with the Law Society, to represent them in connection with the completion of this transaction, and shall authorize such lawyer to enter into an escrow closing agreement in the Law Society of Upper Canada's standard form (the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction and to be delivered by the solicitors for each party no later than 3 business days before the Closing Date;
 - (b) the delivery and exchange of documents and monies and the release thereof to Plasti-Fab and the Town, shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Documentation Registration Agreement; and
 - (c) if the either party's solicitor is unwilling or unable to complete this transaction via ERS, in accordance with the provision contemplated under

the Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing Date as may be directed by the other party's solicitor, in order to complete this transaction via ERS utilizing the computer facilities in the other party's solicitor's office.

ARTICLE 6.00 – TITLE AND CLOSING

- 6.01(a) Title to the Parts 6 & 7 Lands and the Part 5 Lands will be good and marketable, in fee simple and be free from all liens, charges and encumbrances. Title will be examined by each party at its own expense, and neither party is to call for the production of any title deed, abstract of title, proof of evidence of title, other than those in the other party's possession or under its control. The Town shall accept title to the Parts 6 & 7 Lands subject to all agreements, restrictions and registrations against the registered title to the Parts 6 & 7 Lands at the date of this Agreement. Plasti-Fab shall accept title to the Part 5 Lands subject to all agreements, restrictions and registrations against the registered title to the Part 5 Lands at the date of this Agreement.
- (b) Each party to whom land is being transferred is to be allowed until five (5) days prior to the First Closing Date or the Second Closing Date to investigate the title to the lands being conveyed to such party at its own expense, and if within that time it shall furnish the other party in writing with any valid objection to the title or to any outstanding work order or deficiency notices that the other party is unable to remove or correct, and which such party will not waive, this Agreement, notwithstanding any intermediate acts or negotiations, will be null and void and the neither party will be liable for any costs or damages. Save as to any valid objection so made within such time, and except for any objection going to the root of title or for any matter or thing arising after the date of the party's titles search, each party will be conclusively deemed to have accepted the title of the Parts 6 & 7 Lands or the Part 5 Lands as the case may be.
- 6.02 Taxes, local improvements, water rates and other matters typically adjusted for on closing to be apportioned and allowed to the Closing Date.
- 6.03 The Town and Plasti-Fab shall each be responsible for Land Transfer Tax on the parcel of land it acquires based on the values set out in Article 1:00 of this Agreement.
- 6.04 This Agreement shall be completed on the First Closing Date or the Second Closing Date on which date each party shall provide vacant possession of the lands being transferred by such party.

ARTICLE 7.00 – GENERAL PROVISIONS

7.01 Each party agrees, on or before the Closing Date, to discharge at its own expense, all mortgages, existing liens, restrictions, rights-of-way, easements or encumbrances which may be registered or unregistered, affecting the Parts 6 & 7 Lands or the Part 5 Lands being conveyed by such party. In the event that a discharge of any mortgage or charge held by a corporation incorporated pursuant to the *Loan Companies Act* (Canada), Chartered Bank, Trust Company, Credit Union or Insurance Company, and which is not to be assumed by a party on completion, is not available in registrable form on the Closing Date, each party agrees to accept the other party's solicitor's personal undertaking to obtain a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after the Closing Date.

7.02 Where this Agreement requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally or by printed electronic transmission by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below. Such notice shall be deemed to have been given, in the case of personal delivery, on the date of delivery, and, where given by printed electronic transmission, on the date of transmission.

To Plasti-Fab: Shibley Righton LLP
Barristers & Solicitors
250 University Avenue Suite 700
Toronto, Ontario
M5H 3E5
Fax: (416) 214-5430

Attention: Peter G. Neilson

To the Town: Polak, McKay & Hawkshaw
Barristers & Solicitors
15-467 Westney Road South
Ajax, Ontario
L1S 6V8
Fax No. (905) 428-2063

Attention: Ronald J. Hawkshaw

7.03 This Agreement shall be effective to create an interest in the Parts 6 & 7 Lands and/or Part 5 Lands only if the applicable land division provisions of the *Planning*

Act are complied with, and the parties shall comply with such provisions and, if necessary, proceed diligently with the application for that compliance.

- 7.04 This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.
- 7.05 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Parts 6 & 7 Lands and/or Part 5 Lands or supported hereby other than as expressed herein in writing.
- 7.06 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 7.07 For the purpose of this Agreement, the "date of execution" or "date of the Agreement" as may herein be referred to shall be deemed to mean the date of acceptance hereof by Plasti-Fab.
- 7.08 The exchange of land is exclusive of HST. Each party is a registrant pursuant to the Excise Tax Act (Canada) and it agrees to provide to the other on or before the Closing Date a statutory declaration confirming that it is a registrant, stating the registrant's registration number and attaching a copy of the it's Certificate of Registration. Accordingly, each party shall remit directly to Revenue Canada such tax payable or other documentation under the Act in accordance with Section 228(4) of the Act, subject to amendments of the Act from time to time.
- 7.9 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either implicitly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive closing.
- 7.10 This Agreement, if accepted, shall not be assignable by the Town or Plasti-Fab without the consent in writing of the other of them which consent may be arbitrarily withheld.
- 7.11 Subject to section 3.01, each party is responsible for its own legal and registration costs.
- 7.12 The parties acknowledge that Plasti-Fab may transfer its adjoining property in the Town of Ajax to a related company or companies, and in such case Plasti-Fab may assign the benefit of this Agreement to such company or companies without the consent of the Town.

EXECUTED this day of May, 2011.

The Corporation of the Town of Ajax

Per: _____

Name: Steve Parish

Title: Mayor

Per: _____

Name: Blair Labelle

Title: Deputy Clerk

We have authority to bind the Corporation.

Plasti-Fab hereby accepts the above offer and covenants and agrees with the Town to duly carry out the same on the terms and conditions above mentioned.

EXECUTED this day of May, 2011.

PLASTI-FAB LTD.

Per: _____

Name: *Paul Chavira*Title: *CEO*

Per: _____

Name: *C. Alan Smith*Title: *CEO*

I/We have authority to bind the Corporation.

Schedule "A"

RSC Condition

The Vendor agrees to use commercially reasonable efforts to prepare and file, if possible, a Record of Site Condition (the "RSC") on or before March 31, 2011 in a form satisfactory to the Ontario Ministry of the Environment (the "MOE") following all applicable requirements, as set out in the Brownfields Regulation, O.Reg. 153/04 as amended, based on the following criteria:

Preparation of a risk assessment to establish property specific standards for all parameters that exceed the "Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act (Ontario) dated March 9, 2004 or the 2009 strengthened standards that are scheduled to come into effect on July 1, 2011. The risk assessment shall be conducted on the basis of the future use of the Lands for a paved two (2) lane road, paved sidewalks, grass boulevards and commercial/industrial uses;

Conducting any additional site investigations required to obtain MOE approval for the property specific standards; and

Obtaining MOE approval of the property specific standards.

The Vendor shall be responsible, at its sole cost, for the design and remediation measures and any risk management measures required to be completed pursuant to the approved RSC and/or the risk assessment. The Vendor shall deliver to the Purchaser a copy of the final report of its environmental consultant with respect to the RSC and any remedial measures completed by the Vendor.

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 61-2011

Being a By-Law to confirm the proceedings of the Council of the Corporation of the Town of Ajax at its regular meeting of May 24, 2011.

WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by By-law, unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Town of Ajax at this meeting be confirmed and adopted by By-law.

NOW THEREFORE, BE IT ENACTED AND IT IS HEREBY ENACTED as a By-law of the Corporation of the Town of Ajax by the Council thereof as follows:

- 1. That the actions of the Council at its regular meeting held on the 24th day of May, 2011 and in respect of each motion, resolution and other action passed and taken by the Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.

- 2. That the Head of the Council and proper officers of the Corporation of the Town of Ajax are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Town of Ajax to all such documents.

READ a first and second time this
Twenty-fourth day of May, 2011.

READ a third time and passed this
Twenty-fourth day of May, 2011.

Mayor

D-Clerk