

The Corporation of the Town of Ajax

GENERAL GOVERNMENT COMMITTEE

Thursday, May 22, 2014

Open Meeting at 2:00 p.m.

River Plate Room, Town Hall

65 Harwood Avenue South



Confirmed by: *[Signature]*

AGENDA

Alternative formats available upon request by contacting:
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

J. Dies, Chair
P. Brown, Vice Chair

Open Meeting

1. Call To Order
2. Disclosure of Pecuniary Interest
3. Adoption of In-Camera Minutes – May 8, 2014 (circulated separately)
 - Any discussion will be held in the In-Camera Session
4. Consent Agenda – Considered to be routine, these items may be approved by one motion. Items may be separated and referred to the Discussion Agenda
 - 4.1 **Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds**, R. Ford, Director of Finance/Treasurer / D. Valentim, Senior Financial Analyst 3
 - 4.2 **Contract Award – Stammers Drive Parkette**, P. Allore, Director of Planning & Development Services / A. Jackson, Landscape Architect 33
 - 4.3 **Provincial Policy Statement, 2014**, P. Allore, Director of Planning & Development Services / S. Andis, Senior Policy Planner 38
 - 4.4 **Revised Building By-law**, P. Allore, Director of Planning & Development Services / J. Mamo, Manager of Building Approvals Section 42

5. Presentations / Discussion

- 5.1 **Greenwood Conservation Area – Public Art Features & Criteria**, T. Vaughan-Barrett, Director of Recreation & Culture / R. Gruber, Manager, Community & Cultural Development 61
- 5.2 **Grand Harwood Place: Sales Pavilion and Site Plan Update**, P. Allore, Director of Planning & Development Services / G. Muller, Manager of Planning 67
- 5.3 **Pickering Airport Lands Status Update**, P. Allore, Director of Planning & Development Services / K. Heritage, Policy Planning Coordinator 75

6 Adjournment

**TOWN OF AJAX
REPORT**



REPORT TO: General Government Committee

SUBMITTED BY: Rob Ford, CPA, CMA, AMCT
Director of Finance/Treasurer

PREPARED BY: Dianne Valentim, B.Comm, CGA
Senior Financial Analyst

SUBJECT: Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds

WARD(S): All

DATE OF MEETING: May 22, 2014

RECOMMENDATION:

- 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.**

BACKGROUND:

The Federal Government introduced the transfer of Federal Gas Tax Revenues to municipalities in 2005. The five year agreement was renewed in 2010 and at that time was made a permanent source of funding to municipalities for environmentally sustainable projects. This 2010 amending agreement ended March 31, 2014 and is being replaced with a new Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds effective April 1, 2014.

DISCUSSION:

Federal Gas Tax funding has been an essential source of funding and has enabled the Town to accelerate several capital projects, increase spending on road resurfacing/reconstruction and incorporate green initiatives in some of our newly constructed buildings. The Federal Gas Tax funding has also allowed the Town to retrofit most of its facilities with more environmentally efficient systems to help save on utility costs.

This new agreement is in effect for 10 years, from April 1, 2014 to March 31, 2024 and will be reviewed again in five years. The allocation of funding for the first five years of this agreement is based on 2011 Census data and allocations for 2019–2023 will be based on 2016 Census data with a new provision of partial indexation in 2016 and 2018. The new allocation will provide the Town of Ajax with additional revenue of over \$400,000 in 2014 and 2015 and slight increases in the following three years based on the indexation. The growth in the Town compared to the rest of the Canada will contribute to the allocation amounts for 2019-2024.

Provisions under the agreement include a number of requirements, including:

- Spending must be incremental over and above a calculated threshold; i.e. cannot just replace current spending
- What the funds are to be utilized for; i.e. eligible projects with definitions and outcomes
- Timelines of when the funds need to be utilized
- Communication requirements that promote the projects and funding

The new amending agreement offers municipalities more flexibility as new project categories have been added increasing eligible project categories from seven to fourteen. Municipalities now have five years to spend the funds versus three years under the previous agreement and the outcomes are now focused on community benefits, not just environmental outputs.

Some of the new infrastructure categories that are now eligible include:

- 1) Brownfield Redevelopment
 - Remediation or decontamination and redevelopment within municipal boundaries
- 2) Sports Infrastructure
 - Arenas, Sportsfields, Hard Court Surfaces, etc.
- 3) Recreational Infrastructure
 - Recreational facilities or networks (e.g. playgrounds)
- 4) Cultural Infrastructure
 - Supports arts, humanities, and heritage
- 5) Tourism Infrastructure
 - Attracts travelers for recreation, leisure, or business
- 6) Disaster Mitigation
 - Reduces or eliminates long-term impacts and risks associated with natural disasters

Along with Development Charges and the Town's Discretionary Capital Reserves, the Federal Gas Tax is one of the major funding sources for the Capital Budget/Long Range Capital Forecast (LRCG). During the development of the 2015 Capital Budget/2016-2019 LRCF, staff will evaluate the most effective use of the Gas Tax Funds within the framework of the new, more flexible agreement. The funding of capital projects is an integrated process that involves all of the funding sources. All changes in the use of Federal gas Tax, as well as the impact on other funding sources will be clearly identified in the 2015 Capital Budget/2016-2019 LRCF

FINANCIAL IMPLICATIONS:

Once the Municipal Funding Agreement has been executed, the Town will receive two payments annually from AMO, the first being received in July and the second in November. The Town has five years in which to spend the funds on eligible capital projects.

Over the term of the last agreement, the Town of Ajax received Federal Gas Tax Funding in the amount of \$2,765,872.73 annually.

The following details the funds the Town will receive over the next five years of the agreement:

Year	Funding
2014	\$3,173,513.35
2015	\$3,173,513.35
2016	\$3,332,189.02
2017	\$3,332,189.02
2018	\$3,490,864.68

COMMUNICATION ISSUES:

The Town must report all projects to AMO through an on-line reporting module by March 31st of each year, prior to the start of the project and must also report annually the expenditures of the projects. Outcomes for each project are required upon project completion.

The Town will report annually to council on the projects completed and their outcomes and the information will also be available on the Town of Ajax website.

CONCLUSION:

Approval of the by-law will enable staff to proceed to secure the Town of Ajax's share of the Federal Gas Tax Revenues pursuant to the agreement signed by the Government of Canada, Province of Ontario, the City of Toronto and AMO on behalf of the municipalities of Ontario. .

ATTACHMENTS:

ATT 1: By-Law to authorize funding agreement

ATT 2: Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds

Dianne Valentim, B.Comm, CGA

Rob Ford, CPA, CMA, AMCT - Director of Finance/Treasurer

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER XX-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 1st of a year and ending December 31st 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 31st 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 "**Indemnatee**"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee 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.

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

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 31st 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 ¹	\$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)

¹For 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).

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.

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.

**TOWN OF AJAX
REPORT**



REPORT TO: General Government Committee

SUBMITTED BY: Paul Allore, MCIP, RPP
Director of Planning and Development Services

PREPARED BY: Andrew Jackson, OALA
Landscape Architect

SUBJECT: **Contract Award – Stammers Drive Parkette**

WARD: 1

DATE OF MEETING: May 22, 2014

REFERENCE: Tender No. T14026
Capital Account No. 958111 – Stammers Drive Parkette

RECOMMENDATIONS:

- 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

BACKGROUND:

The approved 2014 Capital budget includes a provision for the construction of a 0.19 ha parkette located at the south-west corner of Stammers Drive and Atherton Avenue. Stammers Drive Parkette will be a centrally located recreational green space for local residents within the surrounding neighbourhood. The parkette consists of a multi-age playground complete with swings, benches, a shaded picnic table, bicycle rings, waste receptacles, an asphalt walkway, a concrete seating area, a pedestrian light, shade trees, and sod.

This parkette has been designed with input from the Parks Design Review Team. Construction of the parkette is planned for the summer of 2014 and is expected to be completed by early fall of this year.

DISCUSSION:

1. Request for Tender (RFT) documents were issued to nine prospective bidders, with bids being received back from seven of these, prior to closing on April 28, 2014. Upon review of the seven bids received, two of the submissions were found to be non-compliant and therefore cannot be considered in the award. Listed below is a summary of the bids considered:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Melfer Construction	\$169,902.28
Lakeridge Contracting Ltd.	\$184,987.50
Hawkins Contracting Services Ltd.	\$186,933.93
Royalcrest Paving & Contracting Ltd	\$199,635.07
Dig-Con International	\$232,180.65

2. Contract award to Nasiruddin Engineering Ltd. for Material Testing and Geotechnical Services

In accordance with Blanket Purchase order No. F1713124 and Tender No. T13016, Multiple Year Award for Material Testing, Geotechnical & Environmental Investigation Services, it is recommended that the material testing and geotechnical investigation services be awarded to Nasiruddin Engineering Limited at the approved unit rates.

FINANCIAL IMPLICATIONS:

Capital Account No. 958111 – Stammers Drive Parkette

Approved Capital Budget \$ 160,000.00

Previous Awards/Expenditures:

Lighting Consultant (net of HST rebate)	\$ 2,645.76	
Survey (net of HST rebate)	<u>\$ 1,221.12</u>	<u>\$ 3,866.88</u>
Available Budget		\$ 156,133.12

Current Award:

Melfer Construction Inc. (net of HST rebate)	\$ 153,002.27	
Contingency (10%)	\$ 15,300.00	
Nasiruddin Engineering Limited (Geotech)	<u>\$ 1,000.00</u>	<u>\$ 169,302.27</u>

Over Budget \$ 13,169.15

Additional funding, not to exceed \$13,169.15, will be allocated from Development Charges - 2008, Development Charges – 2013, and Development Reserve.

This project is over budget due to increased unit costs from 2013 to the present. The increased unit costs pertain to sub-drainage piping, asphalt paving, concrete curbs, earthworks, and sod.

A 10% contingency is being requested as an allowance to respond to any unusual site conditions and drainage or grading issues which may be encountered. Although every effort is made to assess the soil conditions on-site (through geotechnical investigations), there is potential for poor soils to be found that may affect paved areas and areas where footings are required. A contingency allows appropriate funds to be available to deal with these potential issues. Contingencies may also be required for any variations of the actual measure of the work when compared to the estimated amounts of the Unit Price Contract.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

Staff presented the design to members of the Ajax Accessibility Advisory Committee for review and feed-back. Staff will place an information sign at the park at the time of construction. Information regarding the project will also be posted on the Town's website.

CONCLUSION:

It is the recommendation of staff that:

- Melfer Construction Inc. be awarded the contract for the construction of the Stammers Drive Parkette, being the lowest bidder meeting minimum specifications and;
- Nasiruddin Engineering Limited be awarded the contract for Materials Testing and Geotechnical Services, as per the Blanket Purchase Order No. F1713124.

ATTACHMENTS:

ATT-1: 2014 Capital Budget Detail Sheet 958111 – Stammers Drive Parkette

Andrew Jackson, OALA
Landscape Architect

Carol Coleman, P. Eng.
Manager of Engineering, Capital Projects

Paul Allore, MCIP, RPP
Director of Planning and Development Services

TOWN OF AJAX
2014 CAPITAL BUDGET / 2015-2018 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Planning & Development Services
Section	Design Services
Project Name	Stammers Drive Parkette
Submitted By	Andrew Jackson, Landscape Architect
Start Year	2014
Project Number	0958111

PROJECT DESCRIPTION / JUSTIFICATION

Scope: This project provides for the development of a parkette within the north part of the developing Eagle Glen Neighbourhood, east of Ravenscroft Road, north of Williamson Drive. This parkette is 0.18 hectares in size and is planned at the south west corner of Atherton Avenue and Stammers Drive and will provide play areas, pathways, pedestrian scale lighting and plants, all within easy reach of the immediate neighbourhood.

Rationale: The John Boddy/Eagle Glen neighbourhood was originally approved in 1999. Development within this neighbourhood has proceeded from south to north, and this parkette has been set aside within the final phase of this plan of subdivision, to be developed following construction and occupancy of local homes.

References: This project is consistent with Section 2.2.6.1 of the *Town of Ajax Official Plan* which states that the Town of Ajax shall establish open space and parks with amenities that encourage physical activity, wellness, and informal use opportunities for a wide range of users. This project responds to the *Recreation, Parks and Culture Master Plan's* goal of assuming a leadership role in providing and facilitating recreation, parks, arts, and cultural services (Goal 2). *2013 DC Background Study*, Ref. B-13, Item 1.

Schedule: Design and Construction: 2014

EXPENDITURES / FUNDING

	2014	2015	2016	2017	2018	Total
Total Expenditures	160,000					160,000
Development Charges - 2008	12,000					12,000
Development Charges - 2013	133,200					133,200
Development Reserve	14,800					14,800
Total Funding	160,000					160,000
Annual Operating Costs	1,000	2,000	2,000	2,000	2,000	

TOWN OF AJAX
2014 CAPITAL BUDGET / 2015-2018 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Stammers Drive Parkette



TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Paul Allore, MCIP, RPP
Director, Planning and Development Services

PREPARED BY: Stev Andis, MCIP, RPP
Senior Policy Planner

SUBJECT: **Provincial Policy Statement, 2014**

WARD(S): All

DATE OF MEETING: May 22, 2014

REFERENCE: September 23, 2010 and November 22, 2013 General Government Committee

Community Action Plan Guiding Principles: Managing Growth, Environmental Awareness, and Economic Prosperity

RECOMMENDATION:

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

BACKGROUND:

The Provincial Policy Statement provides policy direction on matters of provincial interest related to land use planning and development, and is the integrated, consolidated statement of all provincial ministries' policies concerning land use. The PPS is issued under the authority of Section 3 of the *Planning Act*. Municipalities are required to "be consistent with" the policies of the Provincial Policy Statement in their Official Plans and land use planning decisions.

Between 2010 and 2013, the Ministry of Municipal Affairs and Housing (MMAH) undertook a review of the Provincial Policy Statement, 2005 (PPS, 2005). The Town submitted comments to the MMAH in September 2010 on a Discussion Paper and in November 2013 on a Draft PPS.

The MMAH released the new Provincial Policy Statement, 2014 (PPS, 2014) which came into effect on April 30, 2014. The PPS, 2014 can be accessed via the following link: <http://www.mah.gov.on.ca/Page1485.aspx>

DISCUSSION:

The PPS, 2014 introduces positive new policy direction on:

- Climate change and community resilience by:
 - o promoting development and land use patterns that maintain biodiversity and resilience to climate change;
 - o requiring infrastructure and public service facilities to consider climate change impacts in accommodating projected needs; and,
 - o requiring planning authorities to consider the potential impacts of climate change that may increase the risk associated with natural hazards.
- Planning for stormwater management by requiring development to:
 - o minimize stormwater volumes and contaminant loads;
 - o not increase risks to human health and safety, and property damage; and,
 - o maximize the extent and function of vegetative and pervious surfaces.
- Active transportation and transit-oriented development by:
 - o adding a definition for active transportation;
 - o promoting active transportation and transit before other modes of travel; and,
 - o ensuring municipalities plan for land use patterns and housing densities that support active transportation and transit use.
- Land use compatibility that encourages planning for major facilities and sensitive land uses to ensure they are appropriately buffered and/or separated from each other to minimize risk to public health and safety.
- Cumulative impacts by requiring planning authorities to use the watershed as the ecologically meaningful scale for considering the cumulative impacts of development on water resources.
- Natural heritage systems by clarifying that they include features, areas and linkages which are intended to provide connectivity at regional and local levels.
- Recognizing the importance of the Great Lakes by:
 - o directing municipalities and other governments/agencies to coordinate planning matters regarding Great Lakes issues;
 - o requiring planning authorities to protect, improve, or restore water quality by considering environmental lake capacity; and
 - o referencing national and international agreements related to the protection or restoration of the Great Lakes.
- Encouraging planning authorities to promote green infrastructure (e.g. bioswales, permeable surfaces, green roofs and low-impact design).

Official plans are the most important vehicle for implementing the PPS. However, there were a number of policy 'gaps' in the PPS, 2005 that needed to be filled to support the Town and other municipalities in implementing and defending their municipal official plan principles, goals and policies. The Town's comments on the Discussion Paper and Draft PPS focused on the following:

-
- The need for more prescriptive policy language to help better achieve the intent of PPS policies.
 - Defined terms and policies that need to be clarified in order to help municipalities better interpret and implement PPS policies.
 - The need to fill policy gaps by adding new sections, such as 'climate change' and 'conservation', and amending existing policies in order to create a better balance between environmental protection and the development of strong, resilient communities.
 - The need for stronger protection of agricultural land, water resources, natural heritage resources and employment areas.
 - The need for better coordination between regional and local municipalities in land use planning decisions.
 - Inconsistencies between terms used in the PPS, 2005 and provincial plans/legislation.
 - The need to reduce adverse effects and negative impacts of population growth, land uses and development on the environment and human health.

Many of the Town's comments on the Discussion Paper and Draft PPS related to climate change, active transportation, and protection of water resources have been addressed in the new PPS, 2014. However, with regard to staff comments, the PPS, 2014 did not:

- Harmonize the PPS definition of 'comprehensive review' with the Growth Plan's definition of 'municipal comprehensive review' to assist municipalities in dealing with requests for employment land conversions.
 - o The Growth Plan's definition of 'municipal comprehensive review' specifies that the review is initiated by a municipality, whereas the PPS definition of 'comprehensive review' includes an official plan amendment initiated by a private entity.
- Provide clarification on how a request for an employment land conversion would be considered in a two-tier system where employment designations are established by the upper-tier.
 - o An employment land conversion is the redesignation of employment lands to allow for non-employment uses, such as residential. Lower and upper-tier municipalities rarely conduct comprehensive reviews simultaneously; this creates confusion in determining when a conversion should be considered (i.e. during the upper or lower-tier comprehensive review).
- Amend the definition of 'employment area' to clarify that stand-alone retail uses, such as big-box stores, should not be the primary use in an employment area.
- Amend the definition of 'regional market area' to clarify that it is broader than a lower-tier municipality.
 - o A 'regional market area' is the geographic area municipalities use to determine housing needs. The PPS, 2014 definition for 'regional market area' identifies an upper or single-tier municipality as normally being the regional market area. Staff requested the definition clarify that the 'regional market area' is larger than the boundaries of a lower-tier municipality.

- The PPS, 2014 definition also notes that the 'regional market area' may extend beyond upper and single-tier boundaries and be based on a larger market area. Given that municipalities cannot plan for housing outside their jurisdictional boundaries, staff also requested the definition specifically identify that the market area is to be aligned with the planning authority allocating housing units, which in a two-tier planning system is the upper-tier municipality.
- Provide clarification that in a two-tier system the provision of an appropriate supply of land for residential growth and mix of housing types/densities for the regional market area be maintained by the upper-tier municipality, which is the planning authority allocating housing units.

FINANCIAL IMPLICATIONS:

n/a

COMMUNICATION ISSUES:

n/a

CONCLUSION:

Many of the Town's comments on the Discussion Paper and Draft PPS related to climate change, active transportation, and protection of water resources have been addressed in the new PPS, 2014. Other comments regarding clarifying policies and definitions related to employment land conversions, residential land supply, and housing supply; as well as establishing a policy framework that creates a better balance between growth management and environmental protection were not addressed.

The Town's Official Plan goes beyond the PPS, 2014 in the protection of natural heritage and water resources, and the consideration of population growth and land use impacts on the environment and human health. Town staff will continue to advocate with the province for PPS policies that provide a stronger and more comprehensive policy framework that will help the Town implement and defend its Official Plan policies.

ATTACHMENTS:

n/a

Stev Andis, MCIP, RPP
Senior Policy Planner

Gary Muller, MCIP, RPP
Manager of Planning

Paul Allore, MCIP, RPP
Director, Planning & Development Services

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Paul Allore,
Director of Planning and Development Services

PREPARED BY: Jack Mamo,
Manager of Building Approvals Section

SUBJECT: **Revised Building By-law**

WARD(S): All

DATE OF MEETING: May 22, 2014

REFERENCE: **Building Permit Fee Review Status Report - 14 Mar 20 GGC**
Building Permit Fees Review Report - 14 May 8 GGC

RECOMMENDATION:

- 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.**

BACKGROUND:

Staff were before the committee on May 8th, 2014 to present the Building Permit Fees Study report prepared by Watson and Associates Economist Ltd. The proposed increase to building permit fees contained within the report were endorsed by the committee.

Section 7 of the Building Code Act, 1992, authorizes municipalities to pass by-laws respecting construction, demolition and change of use permits, inspections and other related matters. The Building By-law was last updated in 2009 with a subsequent minor revision to the fee schedule to reference the new Harmonized Sales Tax (HST) in 2010. In the interest of recognizing the changes in the building industry and to remain consistent and competitive with our neighbouring municipalities a review and update of the Building By-law is both desirable and necessary.

DISCUSSION:

The following is a list of the proposed changes to the current Building By-law (92-2010):

Section 2 – DEFINITIONS

- The following definitions were removed as they were deemed redundant, *Alternative Solution*; *BCIN*; *house*; and *Minister*
- The definition for *revision* was updated and renamed *revised submission*
- Some current definitions were redefined with more comprehensive language
- The following definitions were added, *complete application*; *conditional permit*, *demolish*; and *partial permit*

Section 3 – CLASSES OF PERMITS

- Simplified, redundant information removed

Section 4 – REQUIREMENTS FOR PERMIT APPLICATIONS

- Re-formatted for simplicity and made more comprehensive
- Subsection 4.10 of By-law 92-2010 moved to Section 6

Section 5 – PLANS AND SPECIFICATIONS

- Renamed, minor addition of information and editorial changes
- Requirement for a minimum number of drawings to be submitted with an application for permit
- Complete application requirements of Sub-section 5.2 has been incorporated into Section 4 and Schedule “B” of the new by-law

Section 6 – AUTHORIZATION OF ALTERNATIVE SOLUTIONS

- Formerly 4.10 of By-law 92-2010

Section 7 – FEES AND REFUNDS

- Renamed to include fee requirements
- Refund calculation relocated to Schedule “A”

Section 8 – TRANSFER OF PERMITS

- Reformatted and renamed

Section 9 – NOTICES FOR INSPECTIONS

- Renamed and expanded to include additional detail, requirements and notices
- Acceptable form of required notice defined
- Notices for additional stages of construction added as permitted by the Ontario Building Code, Division C - 1.3.5.2

Section 10 – REGISTERED CODE AGENCIES

- Formerly Section 6 of By-law 92-2010
- Minor editorial changes

Section 11 – FENCING CONSTRUCTION SITES

- Formerly Section 10 of By-law 92-2010
- Minor editorial changes and the addition of a description of construction and demolition site

Section 12 – OFFENCES AND PENALTIES

- Minor editorial change

Section 13 – SEVERABILITY

- Formerly Section 11 of By-law 92-2010

Section 14 – MISCELLANEOUS

- New, added to recognize the Schedules as forming part of the by-law

Section 15 – REPEAL AND TRANSITION

- Formerly Section 13 of By-law 92-2010
- Transition from By-law 92-2010 added

Schedule “A” – CLASSES OF PERMITS AND PERMIT FEES

- Modified to be more comprehensive
- Clarified provisions regarding charging for revisions
- New provision to permit the Town to charge applicant for third party review
- Formerly Sub-section 7.3 of By-law 92-2010, the calculation of refunds was moved into this schedule
- A minimum fee has been introduced for non-residential permit applications
- A permit fee adjustment has been introduced for applicants using Registered Code Agencies
- Definition for temporary buildings
- Fee table revised to be more comprehensive and reflect fee increases including the following new fees:
 - Shell only permits for Assembly uses
 - Flat fee for residential detached and semi-detached carport/garage
 - Temporary Sales Structures
 - Permanent Tent/Air Supported Structures
 - Residential Below Grade Entrances
 - Electromagnetic Locking Devices
 - Balcony Guard Replacement
 - Solar Panels

Schedule “B” – DOCUMENTS & DRAWINGS REQUIRED FOR A COMPLETE APPLICATION

- New; added to satisfy a requirement of the Ontario Building Code (Div. C – 1.3.1.3. (5)(f)(iii))

NEXT STEPS:

It is proposed that the revised Building By-law and associated fee schedule will be brought before Council for consideration at the June 9th, 2014 meeting, with the by-law scheduled to come into effect on June 10th, 2014.

FINANCIAL IMPLICATIONS:

The proposed Building By-law and associated fee schedule will provide for a more sustainable reserve fund for future years. The change will also improve cost-recovery performance in all building permit categories while maintaining economic competitiveness with the surrounding municipalities.

COMMUNICATION ISSUES:

As mentioned in the May 8th, 2014 GGC report, the building industry was advised of the public meeting held on April 15th, 2014 to present the proposed changes to the fee schedule. Persons attending had the opportunity to make representations with respect to the proposed building permit fee changes. No one attended the meeting and no other representations were received.

CONCLUSION:

The proposed revision to the Building By-law will result in a more streamlined and efficient by-law concerning the administration of the building permit and inspection provisions in Ajax. The associated fee schedule implements the findings of Watson and Associates Economist Ltd. fee for service analysis endorsed by Council on May 8th, 2014.

ATTACHMENTS:

ATT-1: Revised Building By-law

Jack Mamo, CBCO, CET
Chief Building Official/Manager of Building Approvals

Paul Allore, MCIP, RPP
Director of Planning & Development Services

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER ##-2014

A By-law Under the *Building Code Act* Respecting Construction, Demolition, Change of Use Permits and, Inspections.

WHEREAS Section 7 of the *Building Code Act*, 1992, S.O. 1992, c.23, as amended, authorizes municipal council to pass by-laws respecting construction, demolition and change of use permits, inspections and other related matters;

AND WHEREAS the Council of the Corporation of the Town of Ajax desires to repeal By-law 92-2010 and to enact a new building by-law for the issuance of permits and related matters, including the establishment of a fee schedule;

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

1. SHORT TITLE

1.1. This By-law may be cited as the "Building By-law"

2. DEFINITIONS

2.1. In this By-law:

"Act" means the *Building Code Act*, 1992, S.O. 1992, c.23, as amended;

"applicant" means the *owner* of a *building* or property who applies for a *permit* or any person authorized to apply for a *permit* on the *owner's* behalf, or any person or corporation empowered by statute to cause the construction or demolition of a *building* or *buildings* and anyone acting under the authority of such person or corporation;

"building" means a building as defined in subsection 1(1) of the *Act*;

"Building Code" means the regulation made under Section 34 of the *Act*;

"chief building official" means the *chief building official* appointed by by-law of the *Corporation* for the purpose of enforcement of the *Act*, the *Building Code* and this By-law;

"complete application" means an application that meets the requirements set out in the *Building Code* for applications where the *chief building official* is required to make a decision within a prescribed time period, and, section 4 and Schedule B of the By-law;

"conditional permit" means a *permit* issued under subsection 8(3) of the *Act*;

"construct" means construct as defined in subsection 1(1) of the *Act*;

"Corporation" means The Corporation of the Town of Ajax;

"demolish" means demolish as defined in subsection 1(1) of the *Act*;

"owner" means, in respect of the property on which the construction is to take place, the registered owner of the land and, except for *conditional permits*, may include a lessee, mortgagee in possession and the person acting as the owner's authorized agent;

"partial permit" means a *permit* issued by the *chief building official* to *construct* part of a *building*;

"permit" means permission or authorization given in writing by the *chief building official* to perform work, to change the use of a *building* or part thereof, or to occupy a *building* or part thereof, as regulated by the *Act* and *Building Code*;

“*permit holder*” means the *owner* to whom the *permit* was issued or where a *permit* has been transferred, the new *owner* to whom the *permit* has been transferred;

“*Registered Code Agency*” means a registered code agency as defined in subsection 1(1) of the *Act*;

“*revised submission*” means additional information filed with the *chief building official* which depicts one or more changes to the proposed design of a *building* for which a *permit* application has been submitted; or the as-constructed design of a *building* or part of a *building* for which a *permit* has already been issued, and for which approval by the *chief building official* is required;

2.2 Terms not defined in this By-law shall have the meaning ascribed to them in the *Act* or the *Building Code*.

3. CLASSES OF PERMITS

3.1. Classes of *permits* required for the construction, demolition or change of use of a *building* shall be set out in Schedule “A” of this By-law.

4. REQUIREMENTS FOR PERMIT APPLICATIONS

General Requirements

4.1. Every *permit* application must meet the requirements of this section and shall:

4.1.1. Be made by an *applicant*;

4.1.2. Be made in writing to the *chief building official* on forms prescribed by the Province of Ontario or when no form is prescribed, on a form prescribed by the *chief building official*; and

4.1.3. Be accompanied by the required fees calculated in accordance with Schedule “A”.

4.2. To be considered a *complete application*, every *permit* application shall be accompanied by the approval documents issued by the agencies responsible for the applicable laws listed in the *Building Code*, where those agencies issued approval documents and the law applies to the construction or demolition being proposed.

4.3. An application for a *permit* may be refused by the *chief building official* where it is not a *complete application*.

4.4. The *chief building official* may, as the *chief building official* deems appropriate, provide prescribed forms in an electronic format and may allow for the electronic submission of completed *permit* application forms.

4.5. Notwithstanding subsection 4.4, completed forms generated electronically shall be accepted subject to the endorsement by the *applicant*.

Applications for Permits to Construct

4.6. Every application for a *permit* to *construct* a *building* shall:

4.6.1. identify and describe in detail the work to be done and the existing and proposed use and occupancy of the *building*, or part thereof, for which the *building permit* application is made;

4.6.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in section 5 and Schedule “B” of this By-law; and

4.6.3. be accompanied by acceptable proof of corporate identity and property ownership, unless such proof is determined by the *chief building official* to be unnecessary.

Applications for Permits to Demolish

- 4.7. Every application for a *permit to demolish a building* shall:
- 4.7.1. identify and describe in detail the work to be done and the existing use and occupancy of the *building*, or part thereof, for which the application for a *permit to demolish* is made, and the proposed use and occupancy of that part of the *building*, if any, that will remain upon completion;
 - 4.7.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in section 5 and Schedule “B” of this By-law; and
 - 4.7.3. be accompanied by proof satisfactory to the *chief building official* that arrangements have been made with the proper authorities for the termination and capping of all the water, sewer, gas, electric, telephone or other utilities and services.

Applications for Permits to Construct Part of a Building (Partial Permit)

- 4.8. In addition to the requirements of subsection 4.6, every application for a *partial permit* shall:
- 4.8.1. require a *permit* application for the entire project; and
 - 4.8.2. be accompanied by plans, specifications, documents, forms and other information covering that part of the work for which application for a *partial permit* is made, together with such information pertaining to the remainder of the work as may be required by the *chief building official*.
- 4.9. The *chief building official* may issue a *partial permit* when the *chief building official* determines it is appropriate to expedite substantial construction before a *permit* for the entire *building* is available and where the relevant provisions of this By-law and the *Act* are met.
- 4.9.1. When determining whether to issue a *partial permit*, the *chief building official* shall have regard for the likelihood of subsequent approvals being available in a timely fashion such that a project is not interrupted and exposed to potential damage from the elements while awaiting subsequent approvals.
- 4.10. The *chief building official* shall not, by reason of the issuance of a *partial permit* pursuant to this By-law, be under any obligation to grant any additional *permits*.

Applications for Conditional Permits

- 4.11. In addition to the requirements of subsection 4.6, every application for a *conditional permit* shall:
- 4.11.1. include a written statement from the *applicant* explaining the reasons why the *applicant* believes that unreasonable delays in construction would occur if a *conditional permit* is not granted;
 - 4.11.2. include a written acknowledgement from the *applicant* of the necessary approvals which must be obtained in respect of the proposed *building* in order for the *permit* to be issued and the time in which such approvals will be obtained; and
 - 4.11.3. a written agreement, in the form provided by the *chief building official*, executed by the *applicant*, the *owner* and/or such other necessary persons the *chief building official* determines for the purposes set out in Clause 8(3)(c) of the *Act*.
- 4.12. The *chief building official* may, at his or her discretion, issue a *conditional permit* where unreasonable delays are anticipated in obtaining all necessary approvals and where the relevant provisions of this By-law and the *Act* are met.

Applications for Permits for Change of Use

- 4.13. Every application for a *permit* for a change of use shall;
- 4.13.1. identify and describe in detail the existing and proposed use and occupancy of the *building*, or part thereof, for which the application for a *permit* is made;
 - 4.13.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in section 5 and Schedule “B” of this By-law.

Application for *Permits* for Site Servicing

- 4.14. Every application for a *permit* for site servicing shall;
- 4.14.1. be accompanied by the plans, specifications, documents, forms and other information prescribed in section 5 and Schedule “B” of this By-law;

Application for *Permits* for Signs

- 4.15. Every application for a *permit* for signs shall;
- 4.15.1. be accompanied by the plans, specifications, documents, forms and other information prescribed in section 5 and Schedule “B” of this By-law;

Abandoned *Permit* Applications

- 4.16. An application for a *permit* shall be deemed to have been abandoned by the *applicant* where;
- 4.16.1. the application is incomplete and remains incomplete six months after it was submitted;
- 4.16.2. six months have elapsed after the *applicant* was notified that the proposed *building*, construction, demolition or change of use will not comply with the *Act* or the *Building Code* or will contravene any other applicable law; or
- 4.16.3. the application is substantially complete and six months have elapsed from the date upon which an *applicant* was notified that a *permit* is available to be issued.
- 4.17. When deemed to be abandoned or withdrawn an application may be closed at the discretion of the *chief building official*.

Revisions to *Permits*

- 4.18. After the issuance of a *permit* under the *Act*, the *applicant* shall give notice to the *chief building official* in writing of any material change to a plan, specification, document or other information upon which a *permit* was issued, together with the details of such change, which change shall not be made without the prior written authorization of the *chief building official*.
- 4.19. Application for authorization of any substantial change shall constitute a *revised submission*.

5. PLANS AND SPECIFICATIONS

- 5.1. As part of the application for a *permit* and in addition to the requirements of section 4 of the by-law, every *applicant* shall submit to the *chief building official* the following:
- 5.1.1. Sufficient plans, specifications, documents, forms and such other information as may be deemed necessary by the *chief building official* to determine whether the proposed construction, demolition, or change of use conforms to the *Act*, the *Building Code*, and any other applicable law;
- 5.1.2. Where a site plan is required to satisfy section 5.1.1, the site plan shall reference a current plan of survey certified by a registered Ontario Land Surveyor and shall include:
- 5.1.2.1. lot size and dimensions of the property;
- 5.1.2.2. setbacks from existing and proposed *buildings* to property boundaries and to each other;
- 5.1.2.3. existing and finished ground levels or grades; and
- 5.1.2.4. existing rights of way, easements and municipal services; and
- 5.1.2.5. a copy of a current plan of survey, unless the *chief building official* waives this requirement.

- 5.2. Plans, specifications and other documents submitted by an *applicant* shall:
 - 5.2.1. be fully coordinated among design disciplines and intended for construction, demolition or change of use;
 - 5.2.2. be fully dimensioned and drawn to a suitable scale that clearly depicts the proposed construction, demolition or change of use;
 - 5.2.3. be submitted on paper or other suitable and durable material; and
 - 5.2.4. contain information and text that is clear and legible.
- 5.3. Unless otherwise deemed necessary by the *chief building official*, every application shall be accompanied by two sets of plans, specifications, forms, documents and other information required to facilitate the administration and enforcement of the *Building Code*.
- 5.4. On the completion of the foundation for a detached, semi-detached, triplex, or townhouse dwelling, the *chief building official* may require submission of a survey prepared by an Ontario Land Surveyor indicating the location of the *building* to all property lines, and elevations of the bottom and top of the foundation wall, including the garage cut, prior to a framing inspection being undertaken.
- 5.5. On completion of the construction of a *building*, the *chief building official* may require the *applicant* to submit a set of as constructed plans, including a plan of survey showing the location of the *building*.
- 5.6. Plans and specifications submitted accordance with this By-law or otherwise required by the *Act* become the property of the *Corporation* and will be disposed of or retained in accordance with relevant legislation or by-law.

6. AUTHORIZATION OF ALTERNATIVE SOLUTIONS

- 6.1. Where approval for an alternative solution under the *Building code* is proposed in either the application for a *permit*, or in a material change to a plan, specification, document or other information on the basis of which a *permit* was issued, the *applicant* shall submit:
 - 6.1.1. an application on a form prescribed by the *chief building official*;
 - 6.1.2. supporting documentation demonstrating that the proposed alternative solution will provide the level of performance required by the *Building Code*; and
 - 6.1.3. payment of the required fee prescribed by Schedule "A"
- 6.2. The *chief building official* or *Registered Code Agency* may accept or reject any proposed alternative solutions and/or may impose conditions or limitations on their use.
- 6.3. Alternative solutions which are accepted under this section shall be applicable only to the location as described in the application, and are not transferable to any other *building permit*.

7. FEES AND REFUNDS

- 7.1. The *chief building official* shall determine the required application fees in accordance with Schedule "A" to this By-law.
- 7.2. The *chief building official* shall not issue a *permit* until fees required by this By-law have been paid in full by the *applicant*.
- 7.3. In addition to the fees paid at the time of *building permit* application, when an *applicant* makes *revised submissions*, the *applicant* shall pay the prescribed fee which shall be calculated in accordance with Schedule "A" to this By-law.
- 7.4. In the case of withdrawal or abandonment of an application, or refusal or revocation of a *permit*, and upon written request by the *applicant*, the *chief building official* may refund any unearned fees which shall be calculated in accordance with section 3 of Schedule "A" to this By-law.

8. TRANSFER OF PERMITS

- 8.1. *Permits* may not be transferred without the approval of the *chief building official*.
- 8.2. To transfer a *permit*, the new *owner* shall complete and submit an application form in accordance with the requirements of section 4 of this By-law and pay the required fee as prescribed by the Schedule "A" to this By-law.
- 8.3. Upon the transfer of the *permit* by the *chief building official*, the new *owner* shall be the *permit holder* for the purpose of this By-law, the *Act* and the *Building Code*.

9. NOTICES FOR INSPECTIONS

- 9.1. Inspection notices required by the *Building Code* and this By-law shall be made in writing, facsimile, e-mail or by telephone.
- 9.2. Inspection notices are required a minimum of two business days prior to the stages of construction specified therein and shall be given in accordance with the requirements of Subsection 1.3.5 of Division C of the *Building Code*.
- 9.3. The person to whom the *permit* has been issued shall notify the *chief building official* or *Registered Code Agency* where one is appointed, of each stage of construction for which a notice is prescribed by the *Building Code*.
- 9.4. Notwithstanding Section 10 of this By-law, the person to whom the *permit* has been issued shall notify the *chief building official* of the date of completion of the *building* or demolition work no more than two days after that date.
- 9.5. In addition to the notices prescribed in Article 1.3.5.1 of Division C of the *Building Code*, the person to whom a *permit* has been issued shall give the *chief building official* notice of the readiness for inspection for the following stages of construction, where applicable:
 - 9.5.1. Commencement of construction of the *building*
 - 9.5.2. Commencement of construction of:
 - 9.5.2.1. masonry fireplaces and masonry chimneys,
 - 9.5.2.2. factory-built fireplaces and allied chimneys,
 - 9.5.2.3. stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys
 - 9.5.3. substantial completion of interior finishes

10. REGISTERED CODE AGENCIES

- 10.1. The *chief building official* is authorized to enter into and sign contracts for service agreements with *Registered Code Agencies* and appoint them to perform specified functions from time to time in order to maintain the time periods prescribed in Article 1.3.1.3. of Division C of the *Building Code*.
- 10.2. A *Registered Code Agency* may be appointed to perform one or more of the specified functions described in section 15.15 of the *Act*.

11. FENCING OF CONSTRUCTION AND DEMOLITION SITES

- 11.1. Where, in the opinion of the *chief building official*, a construction or demolition site presents a hazard to the public, the *chief building official* may require the *permit holder* to erect such fencing to the standards and specifications that the *chief building official* deems to be appropriate in the circumstances.
- 11.2. When determining if a construction or demolition site presents a hazard to the public and requires the erection of fencing and the type of fencing required, the *chief building official* shall have regard to:

- 11.2.1. the proximity of the construction site to occupied dwellings;
- 11.2.2. the proximity of the construction site to lands accessible to the public, including but not limited to streets, parks, and commercial and institutional activities;
- 11.2.3. the hazards presented by the construction activities and materials;
- 11.2.4. the feasibility and effectiveness of site fencing; and
- 11.2.5. the duration of the hazard.

11.3. Every fence required by this section shall:

- 11.3.1. be erected so as to fully enclose all areas of the site which present a hazard;
- 11.3.2. create a continuous barrier and be sufficient to deter unauthorized entry;
- 11.3.3. if erected on a residential site between an excavation on the site and the public sidewalk or lane that is within 3.0 metres of the excavation, have a height not less than 1.2 metres above the grade outside the enclosed area;
- 11.3.4. if erected on any other residential site, have a height not less than 1.2 metres above the grade outside the enclosed area;
- 11.3.5. if erected on any other construction or demolition site, have a height not less than 1.8 metres above the grade outside the enclosed area;
- 11.3.6. if constructed of plastic mesh, snow fencing or other similar materials, be securely fastened at 200mm on centre to vertical posts not more than 1.8 metres apart, and to horizontal members or a minimum 11 gauge cable at the top and bottom;
- 11.3.7. the fence may be constructed of other materials if the fence can be shown to provide a measure of performance and safety satisfactory to the *chief building official*; and
- 11.3.8. be maintained in a vertical plane and in good repair.

11.4. When the *chief building official* is of the opinion that fencing is required, the *permit holder* shall, prior to the commencement of any construction, demolition, or placement of materials or equipment on site, erect or cause to be erected fencing to the standards required by the *chief building official* to enclose the construction or demolition site for the purpose of preventing unauthorized entry on the site. For the purposes of this section, construction or demolition site shall include the area of the proposed construction or demolition and any area where materials or equipment are stored or operated.

12. OFFENCES AND PENALTIES

12.1. Any person who contravenes any provision of this By-law is guilty of an offence and is liable upon conviction to a fine as provided for in the *Act*.

13. SEVERABILITY

13.1. Should any section, subsection, clause or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part so declared to be invalid

14. MISCELLANEOUS

14.1. Schedules "A" and "B" shall form part of this By-law.

14.2. A reference to the singular or to the masculine shall be deemed to refer to the plural or feminine as the context may require.

15. REPEAL AND TRANSITION

15.1. By-law Number 92-2010, is hereby repealed upon the date that this By-law comes into force.

15.2. Notwithstanding sections 15.1 and 16.1 of this By-law, for any *complete application* received prior to the effective date of this by-law, the provisions of By-law Number 92-2010 shall remain in force and effect for the purpose of that application.

16. EFFECTIVE DATE

16.1. This By-law shall come into force on the 10th day of June 2014.

READ a first and second time this
Tenth day of June, 2014

READ a third time and passed this
Tenth day of June, 2014

Mayor

D-Clerk

SCHEDULE "A" TO BY-LAW NUMBER ##-2014

CLASSES OF PERMITS AND PERMIT FEES

1. CALCULATION OF PERMIT FEES

- 1.1. *Permit* fees shall be calculated using:
 - 1.1.1. the flat rate where indicated in Column 5 of Table 1 of this Schedule;
 - 1.1.2. the product of the applicable fee multiplier in column 4 of Table 1 of this Schedule and the related floor area or other measure specified in Column 3, or
 - 1.1.3. where a fee is not listed in Table 1, a fee shall be paid in the amount of \$15 for each \$1000 or part thereof of the construction value prescribed by the *chief building official*.
- 1.2. Except for classes of *permits* subject to flat rates, fees shall be based on the appropriate measure of the floor area of the project.
- 1.3. In addition to the fees calculated in accordance with Table 1 paid at the time of *building permit* application, fees for *revised submissions* shall be calculated at \$60.00 per hour spent determining compliance to the nearest whole hour. The minimum fee for the review shall be \$100.00.
- 1.4. In addition to the fees calculated in accordance with Table 1, each application for consideration of an alternative solution shall be accompanied by a non-refundable fee of \$500 or 10% of the *permit* fee, whichever is lesser.
- 1.5. Where an independent third party review is required, the Town may require that all or part of the associated costs be added to the *building permit* fee and be collected prior to issuance of a *building permit*.
- 1.6. When calculating fees based on floor areas, floor area is measured to the outer face of exterior walls and to the centerline of party walls or demising walls, except when calculating interior partition work. When measuring floor areas for interior partitioning, corridors, lobbies, washrooms, lounges, and other similar facilities are to be included and classified according to the major occupancy classification for the floor area with which they are associated. Where these areas are constructed in a shell-only *building*, fees shall be calculated at the applicable partitioned rate in Table 1.
- 1.7. When measuring floor area, no deduction shall be allowed for floor openings required for facilities as stairs, elevators, escalators, shafts and ducts. Interconnected floor spaces and atriums above their lowest level may be deducted from measured floor area.
- 1.8. Where incorporated with an application for a class of dwelling described in row 5 of Table 1, no additional fee is required for decks, fireplaces, unfinished basements, attached garages, heating or plumbing systems.
- 1.9. Where incorporated with an application for a class of *permit* described under section A and B of Table 1, no additional fee shall be levied for mechanical, fire protection or green technology systems that form part of the work proposed under the application.
- 1.10. For any *permit* application for a class of *permit* described under section B of Table 1, floor area used for the calculation of fees shall be the lesser of:
 - 1.10.1. the area contained within a single rectangle encompassing all of the proposed work, or
 - 1.10.2. the actual area of the tenant space.
- 1.11. The occupancy classifications used in this By-law are based on the *Building Code* major occupancy classifications. For mixed occupancy classifications, the total payable fee shall be calculated by applying the fee multiplier for each occupancy prescribed in Table 1 to the floor area measured for each individual occupancy and taking the sum of the fees calculated for each occupancy.

- 1.12. Where a change of use *permit* is denied, the fees paid may be credited to an alteration *permit* which incorporates the construction required to accommodate the change of use.
- 1.13. Except for temporary *buildings* on construction sites for office or sales purposes, fees for temporary *buildings*, including tents, apply to *buildings* erected for less than 30 days.
- 1.14. Notwithstanding anything to the contrary in this By-law, construction or alteration of all *buildings* and structures on lands owned by the Corporation is funded, in part or in whole, by the Corporation shall not be subject to *permit* fees.

2. MINIMUM FEE

- 2.1. Except where a flat fee applies, the minimum fee for any *permit* application for work proposed in Group C residential occupancies in sections A, B, D and E of Table 1 shall be \$115;
- 2.2. Except where a flat fee applies, the minimum fee for any *permit* application for work proposed in Group A, B, D, E and F occupancies in section A, B, D and E of Table 1 shall be \$235.

3. CALCULATION OF REFUNDS

- 3.1. Pursuant to section 7 of this By-law, refunds shall be calculated as follows:

$$\text{Refund} = [\textit{permit} \text{ fee paid}] - [\text{total } \textit{permit} \text{ fees payable} \times \% \textit{ permit} \text{ fee earned}]$$

- 3.2. The proportion of the total *permit* fee payable is earned according to the following schedule:
 - 3.2.1. 20% if administrative functions only have been performed;
 - 3.2.2. 30% if administrative functions and internal department review (ie. zoning, site plan control, grading, etc.) have been performed;
 - 3.2.3. 50% if administrative functions, internal department review (ie. zoning, site plan control, grading, etc.), and all or part of the *Building Code* review have been performed;
 - 3.2.4. 60% if all administrative functions and reviews have been completed and the *building permit* has been issued or is available to be issued.
- 3.3. No refund is available for:
 - 3.3.1. flat fees prescribed in column 5 of Table 1;
 - 3.3.2. minimum fees prescribed in subsections 2.1 and 2.2 of this Schedule;
 - 3.3.3. fees in the amount of \$100 or less;
 - 3.3.4. where a *permit* is revoked, except where a *permit* is issued in error, or the *applicant* requests revocation no more than six months after the *permit* is issued, or,
 - 3.3.5. applications or *permits* where construction or demolition has commenced.
- 3.4. Pursuant to section 7 of this By-law, 20% of the applicable *permit* fee paid shall be refunded where an application was made using a *Registered Code Agency* appointed under a service agreement with the *chief building official*, those services are fully paid for by the *applicant* and have been completed in accordance with the *Building Code*, and the final certificate as defined by the *Act* has been submitted to the *chief building official*.

4. ADMINISTRATIVE FEES

- 4.1. To offset additional investigative and administrative costs, where any person has commenced construction, demolition or changes to the use of a *building* prior to having submitted an application for a *permit*, or before having received a *permit*, in addition to any other penalty under the *Act*, *Building code*, or this by-law, the *permit* fee shall be increased the greater of \$100 or 50% of the regular *permit* fee. Payment of these fees does not relieve any person or corporation from complying with the *Act*, the *Building Code* or any applicable law.

- 4.2. To offset additional costs associated with the investigation, inspection, administration and rectification of unsafe *buildings* pursuant to section 15.9 of the *Act*, a fee of \$500 shall be paid where any Unsafe Order is issued, and an additional fee of \$500 shall be paid where any Order respecting occupancy is issued. Payment of these fees does not relieve any person or corporation from complying with the *Act*, the *Building Code* or any applicable law.
- 4.3. To transfer a *permit* from one *permit holder* to another, an additional fee of \$100 shall be payable.
- 4.4. For phased projects for which a *partial permit* has been issued, the fee shall be the *permit* fee for the proposed construction plus an additional 10% of that fee for each phase of construction. A minimum additional fee of \$100.00 and a maximum of \$500 applies to *partial permits*. *Partial permit* fees are not refundable.
- 4.5. For *conditional permits*, the fee shall be the *permit* fee for the proposed construction plus an additional 10% of that fee. A minimum additional fee of \$100.00 and a maximum of \$1000 applies to *conditional permits*. *Conditional permit* fees are not refundable.
- 4.6. Notwithstanding subsection 1.4 of this Schedule, for changes of house models, an additional fee of \$400 plus the fee in Table 1 corresponding to new home construction for any resulting increase in floor area shall be payable. Where the floor area is reduced, no refund applies.
- 4.7. Pursuant to section 7 of this By-law, where an application is made using a *Registered Code Agency* appointed under a service agreement with the *chief building official*, and those services are fully paid for by the *applicant*, the applicable fee shall be reduced by 20% at the time a *complete application* is filed with a Plan Review Certificate as defined by the *Act*.

TABLE 1 – Calculation of Permit Fees

1	2	3	4	5
Class of <i>Permit</i> , Occupancy Classification and Work Description			\$/m2	Flat Fee
Section A: CONSTRUCTION of new <i>buildings</i>, additions to existing <i>buildings</i>, including mezzanines				
1	Group A – Assembly	Shell Only ⁽¹⁾	\$10.00	
2		Partitioned/Finished/Mezzanine	\$17.00	
3		Single, detached portable classroom		\$250
4	Group B – Institutional	All Types	\$18.00	
5	Group C - Residential	Detached, Semi-Detached, Duplex, Triplex, Townhouse	\$11.00	
6		Apartment, Multiple Unit <i>buildings</i>	\$11.00	
7		Motel/Hotel	\$11.00	
8		Unfinished Basement/Foundation	\$4.00	
9		Detached or Semi-detached Carport/Garage ⁽²⁾		\$133
10		Accessory Utility <i>Building</i> (garden shed, gazebo)		\$115
11		Unenclosed Deck/Porch		\$115
12	Group D – Business and Personal Services	Shell Only ⁽¹⁾	\$10.00	
13		Partitioned/Finished/Mezzanine	\$14.00	
14		Temporary Sales Structure		\$500
15	Group E- Mercantile	Shell Only ⁽¹⁾	\$10.00	
16		Partitioned/Finished/Mezzanine	\$13.00	
17	Group F - Industrial	Shell Only ⁽¹⁾	\$7.00	
18		Partitioned/Finished/Mezzanine	\$9.00	
19		Unserviced Storage <i>Building</i>	\$5.00	
20		Parking Garage (underground, open air)	\$4.00	
21		Farm <i>Building</i>	\$4.00	
22	All Occupancies	Permanent Tent/Air Supported Structure	\$4.00	
23		Temporary <i>Building</i>		\$200
24		Service Floors	\$4.00	
25	Designated Structures	Retaining Wall (per metre of length or part thereof, minimum \$800)	\$11.00	
26		Signs regulated by the <i>Building code</i> (each)		\$250
Section B: ALTERATION or repair to existing construction				
27	Group A - Assembly		\$8.00	
28	Group B - Institutional		\$6.00	
29	Group C - Residential	Accessory Apartment	\$6.00	
30		All other Residential Occupancies	\$5.00	
31		Below Grade Entrance		\$300
32		Fireplace/Woodstove		\$115
33	Group D - Business and Personal Services		\$6.00	
34	Group E - Mercantile		\$5.00	
35	Group F - Industrial		\$4.00	
36	All Occupancies	Electromagnetic Locking Device (each)		\$200
37		Parking Structure Repair	\$1.00	
38		Balcony Guard Replacement (per metre of length)	\$1.50	
Section C: DEMOLITION				
39	All Occupancies		\$0.23	
Section D: PLUMBING				
40	Residential Service Connections	Service Connection (per lot)		\$115
41	All Occupancies	Site Servicing (construction value)	2.5%	
Section E: MISCELANIOUS				
42	All Occupancies	Solar Panels (each)		\$430
1	2	3	4	5

Notes:

1. A shell *building* is defined as consisting of the structural foundation, framing system, and the exterior envelope and does not contain heating, ventilation and air conditioning (HVAC) system, fire protection system, plumbing facilities, etc.
2. Applies to *buildings* equal to or greater than 20m² in *building* area

SCHEDULE "B" TO BY-LAW NUMBER #-2014
DOCUMENTS & DRAWINGS REQUIRED FOR A COMPLETE APPLICATION

Row	Class of Permit	Documents and Drawings Required
1(a)	<p>Permit to Construct</p> <ul style="list-style-type: none"> • New <i>Buildings</i> <p>Residential</p> <ul style="list-style-type: none"> • Detached Houses • Semi-Detached Houses • Duplex/Triplex • Townhouse Blocks 	<p>Documents</p> <ol style="list-style-type: none"> a. Approval documents required by an applicable law b. TARION 'Declaration of Applicant for Building Permit' c. Heat loss/heat gain/duct calculations (per dwelling unit) d. Residential Mechanical Ventilation Summary * <p>Drawings</p> <ol style="list-style-type: none"> a. Site Plan b. Site Grading Plan c. Architectural Drawings (including block floor plans for each floor, block roof plans and block elevations for townhouse blocks) d. Structural Drawings (including pre-engineered beam shop drawings) e. Roof truss / Pre-engineered floor system shop drawings (including block plans for townhouse blocks) f. HVAC Drawings (per dwelling unit) g. On-site Sewage System approval
1(b)	<p>Permit to Construct</p> <ul style="list-style-type: none"> • Additions/Alterations • Accessory <i>Buildings</i> <p>Residential as in Row 1(a)</p>	<p>Documents</p> <ol style="list-style-type: none"> a. Approval documents required by an applicable law b. Heat loss/heat gain/duct calculations c. Residential Mechanical Ventilation Summary * <p>Drawings</p> <ol style="list-style-type: none"> a. Site Plan b. Site Grading Plan c. Architectural Drawings d. Structural Drawings (including pre-engineered beam shop drawings) e. Roof truss / Pre-engineered floor system shop drawings f. HVAC Drawings g. On-site Sewage System approval
2(a)	<p>Permit to Construct</p> <ul style="list-style-type: none"> • New <i>Buildings</i> • Additions <p>Non-residential buildings Residential apartment buildings Mixed use buildings Other residential buildings not described in Row 1(a)</p>	<p>Documents</p> <ol style="list-style-type: none"> a. Approval documents required by an applicable law b. Commitment to General Reviews by Architects and Engineers * c. Subsurface investigation report d. Heat loss/heat gain/duct calculations e. Energy Efficiency Certification Form * <p>Drawings</p> <ol style="list-style-type: none"> a. Site Plan b. Site Servicing / Site Grading Plan c. Architectural Drawings d. Structural Drawings e. HVAC Drawings f. Plumbing Drawings g. Electrical Drawings h. Fire Protection System Drawings i. On-site Sewage System approval

2(b)	<p>Permit to Construct</p> <ul style="list-style-type: none"> • Alterations • Tenant Improvements <p>Non-residential buildings and other residential buildings not described in Row 1(a)</p>	<p>Documents</p> <ul style="list-style-type: none"> a. Approval documents required by an applicable law b. Commitment to General Reviews by Architects and Engineers * c. Heat loss/heat gain/duct calculations <p>Drawings</p> <ul style="list-style-type: none"> a. Site Plan b. Key Plan c. Architectural Drawings d. Structural Drawings e. HVAC Drawings f. Plumbing Drawings g. Electrical Drawings h. Fire Protection System Drawings i. On-site Sewage System approval
3	<p>Permit to Construct</p> <ul style="list-style-type: none"> • Tents/Air Supported Structures • Mechanical Only Permits • Plumbing Only Permits • Designated Structures • Farm Buildings • Green Energy Projects • Signs • Site Servicing • Other than rows 1, 2 and 4 	<p>Documents</p> <ul style="list-style-type: none"> a. Approval documents required by an applicable law b. Documents from rows 1(a) to 2(b) or other documents which are applicable to the scope of work proposed and required by the <i>chief building official</i> to determine compliance with the <i>Building Code</i> and other applicable law. <p>Drawings</p> <ul style="list-style-type: none"> a. Drawings from rows 1(a) to 2(b) which are applicable to the scope of work proposed and required by the <i>chief building official</i> to determine compliance with the <i>Building Code</i> and other applicable law.
4	<p>Permit for Change of Use</p>	<p>Documents</p> <ul style="list-style-type: none"> a. Approval documents required by an applicable law b. Commitment to General Reviews by Architects and Engineers * <p>Drawings</p> <ul style="list-style-type: none"> a. Site Plan b. Key Plan c. Architectural Drawings d. HVAC Drawings
5	<p>Permit to Demolish</p>	<p>Documents</p> <ul style="list-style-type: none"> a. Approval documents required by an applicable law b. Commitment to General Reviews by Architects and Engineers * <p>Drawings</p> <ul style="list-style-type: none"> a. Site Plan b. Demolition Plan (where required)

Notes:

1. Documents marked with an asterisk (*) are available from the *chief building official*.
2. The *chief building official* may waive the requirement for any specified documents or drawings where the scope of work, applicable law or *Building Code* does not, in the opinion of the *chief building official*, necessitate its submission.

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Tracey Vaughan-Barrett
Director, Recreation & Culture

PREPARED BY: Robert Gruber
Manager, Community & Cultural Development

SUBJECT: **Greenwood Conservation Area – Public Art Features & Criteria**

WARD(S): All

DATE OF MEETING: May 22, 2014

REFERENCE: General Government Committee Report “Art in Public Spaces Policy Review” – January 19, 2012

General Government Committee Report “2014 Capital Budget/2015-2018 Long Range Capital Forecast (LRCF)” – December 16, 2013

RECOMMENDATION:

- 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.**

BACKGROUND:

On January 19, 2012, Council approved amendments to the Art in Public Spaces policy which included clarifying Council's role in the public art review process. As stated in the amended policy, prior to the undertaking of any public art project, Council now have the ability to provide input to staff, identifying any criteria they may wish to include for that particular commission/call. This is in addition to the final approval process for any public art piece. At that meeting, Council also approved priority locations for public art over the next 5 years, which included Greenwood Conservation Area.

DISCUSSION:

Staff in Operations & Environmental Services have identified two substantial trees at Greenwood Conservation Area that have been cut back as part of the Emerald Ash Borer Management Strategy (ATT-1, ATT-2). One or both of these trees provide the Town with an opportunity for a creative and artistic natural restoration project which would have artists transform the tree(s) into carved works of art. Once complete, the carved tree(s) would be relocated to the entrance gateway of Greenwood Conservation Area (ATT-3).

This art piece will provide presence and context to those accessing the park, fostering public discourse, social connections, and an appreciation for nature and the park's beauty, while also creating a space of civic importance and community pride.

As part of the Emerald Ash Borer Management Strategy, should these trees not be utilized for this project, they will be removed and disposed of.

Public Art Design Considerations

Staff recommend the following design considerations to be included in the Call for Design Proposal. The piece should:

- Be a wood carving utilizing one or both of the identified trees at Greenwood Conservation Area
- Be realistic in design, reflecting the natural elements (i.e. flora and fauna) of Greenwood Conservation Area.
- Intrigue viewers and stimulate imagination while being suitable for all ages.
- Resonate with the public in Ajax.
- Respond to the site's general environment through an expression of the location's uses and users, while relating to the overall site plan and geographic location.
- Connect viewers to the art piece in an innovative way.
- Be safe, durable, reasonably low maintenance and long-term in intent.

Council's input in identifying any additional criteria for these particular pieces of public art will help to inform the competition call process.

FINANCIAL IMPLICATIONS:

On December 16, 2013, as part of the 2014 Capital Budget/2015-2018 Long Range Capital Forecast Report, Council approved \$25,000 for the Greenwood Conservation Area public art piece. This figure, which will include all artist's fees and taxes, will be included in the Call for Design proposal.

COMMUNICATION ISSUES:

Recreation & Culture staff will develop the open call competition and working with Corporate Communications, will create a communication plan that reaches out to artists, stakeholders and the cultural sector.

CONCLUSION:

Public Art enhances the community, making the Town an attractive and memorable place where people want to visit, live, work and play. The addition of significant works of public art in Ajax continues to transform this community to a vibrant and creative destination for residents, artists and visitors alike. The addition of public art at Greenwood Conservation Area will help to enhance the natural beauty of the park, provide an example of a creative restoration project to the public, as well as position the park as a destination for residents and visitors to enjoy.

ATTACHMENTS:

- ATT-1: Greenwood Conservation Area – Tree 1
- ATT-2: Greenwood Conservation Area – Tree 2
- ATT-3: Greenwood Conservation Area Entrance Gateway

Robert Gruber
Manager, Community & Cultural Development

Tracey Vaughan-Barrett
Director, Recreation & Culture

ATT-1



ATT-2



ATT-3



TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Paul Allore, MCIP, RPP
Director of Planning and Development Services

PREPARED BY: Gary Muller, MCIP, RPP
Manager of Planning

SUBJECT: **Grand Harwood Place: Sales Pavilion and Site Plan Update**

WARD: 3

DATE OF MEETING: May 22, 2014

REFERENCES: **SPA 3/14, SP 1/14**

RECOMMENDATION:

- 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 m² 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.**

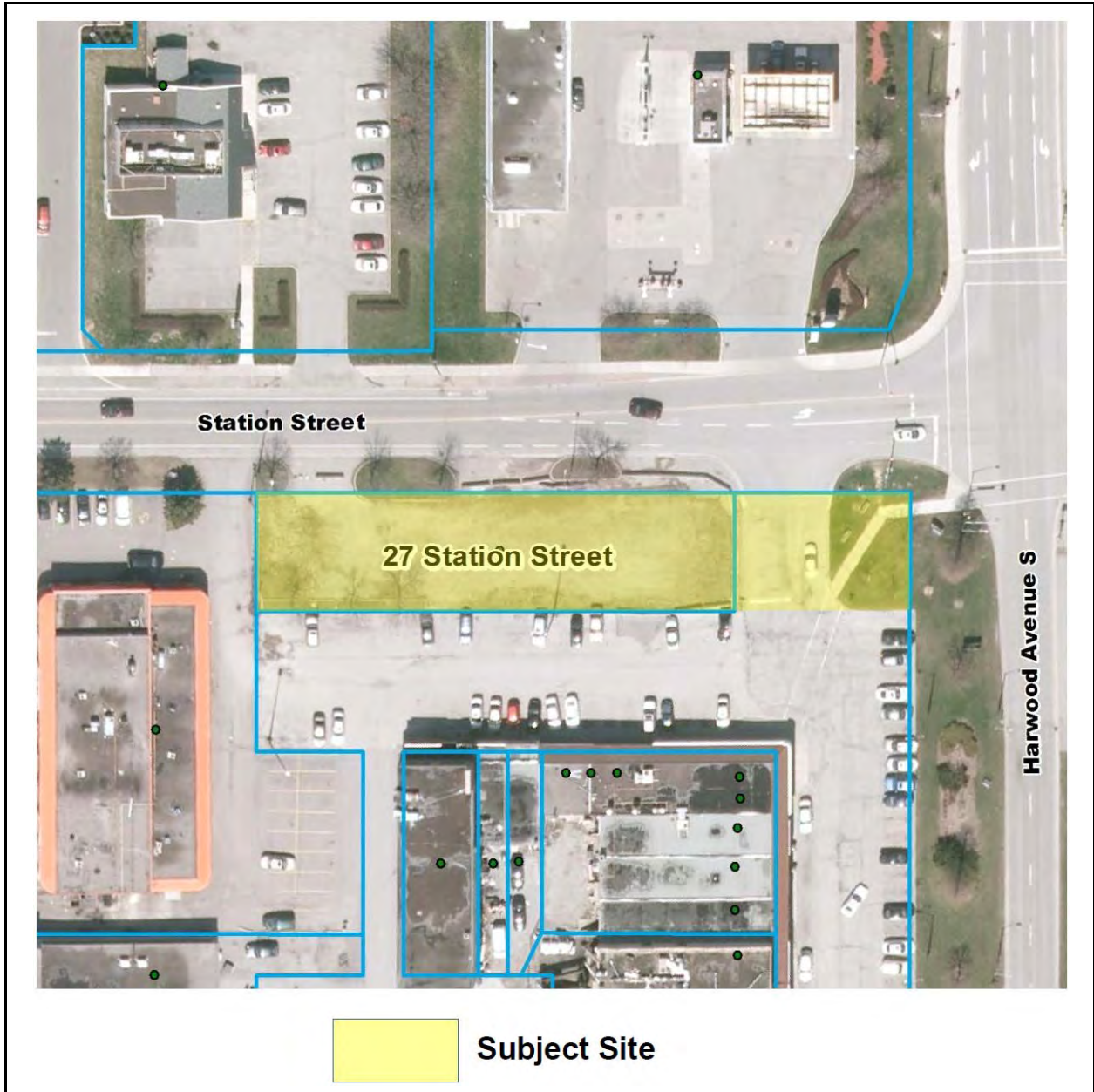
BACKGROUND:


On March 27, 2014, the Town received an application for site plan approval submitted by Windcorp Grand Harwood Place Ltd., to permit the construction of a temporary sales office at the south west corner of Station Street and Harwood Avenue (see Figure 1). The subject site occupies an area of 1,600 m² (0.39 ac.) and includes a vacant, 1169 m² (0.29 ac.) parcel and a 431 m² (0.1 ac.) parcel which is part of an existing public road allowance. The temporary sales office is necessary for the successful marketing and sale of condominium units for the Grand Harwood Place development.

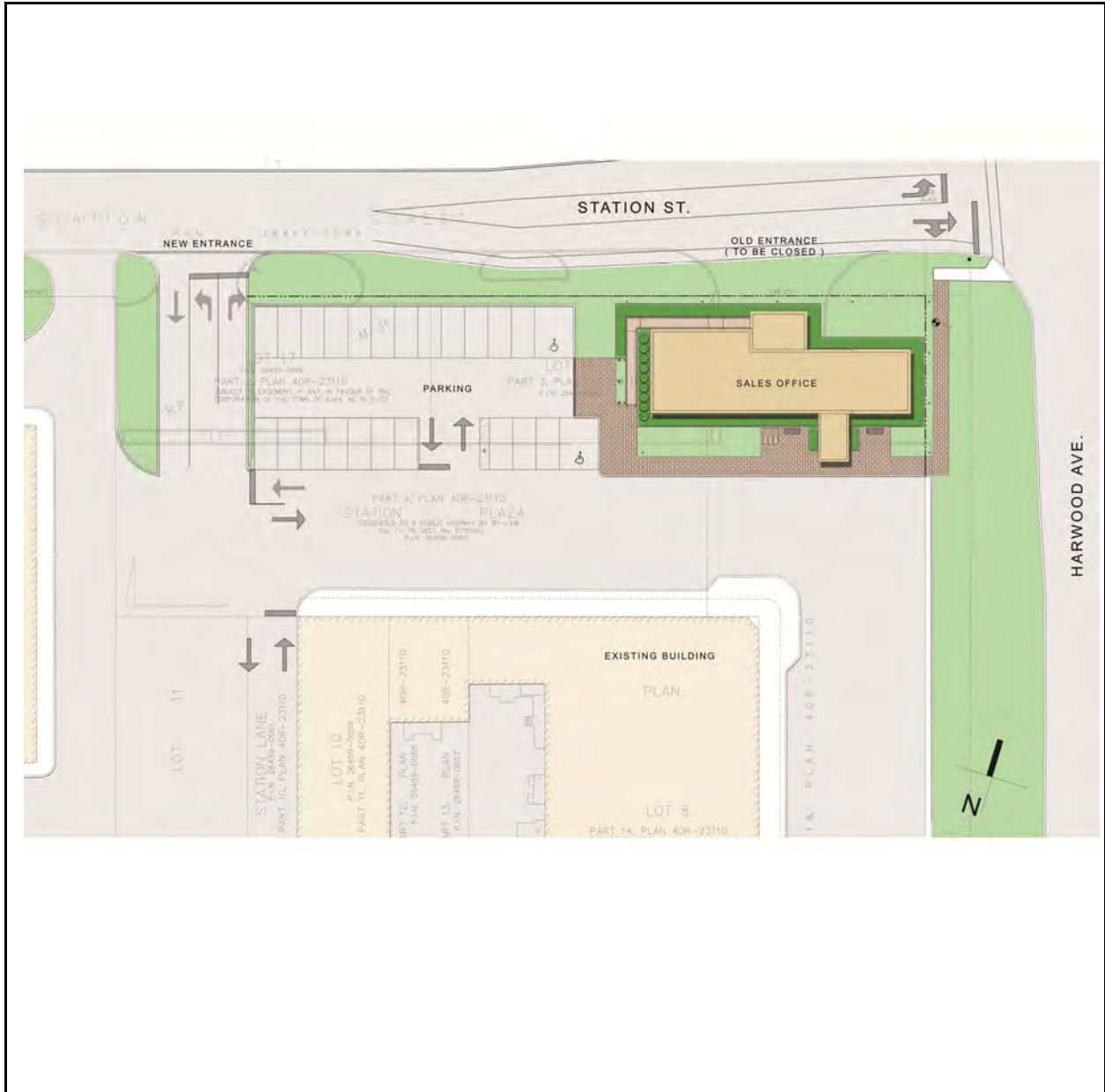
DISCUSSION:


The proposed temporary sales office will be one storey in height and will encompass a floor area of approximately 240 m² (2,580 sq. ft.). The 6.5 metre (21 ft.) tall building will be constructed on-site and will include a reception area, sales offices, display areas and a complete 100 m² (1,070 sq. ft.) 2-bedroom model suite.

The proposal will also incorporate a number of on-site improvements. The existing Town-owned vacant parcel on the south side of Station Street will be paved and made into a new parking area. A total of 13 new parking spaces will be provided, and 11 spaces will be formalized with the removal of the existing jersey barriers that surround the site. 2 barrier free parking spaces will be provided next to the proposed sales office (see Figure 2).




<p>Grand Harwood Place – Proposed Temporary Sales Office</p> <p>May 22, 2014</p>	<p>Figure 1</p> <p>Subject Site</p>	<p>Town of Ajax Planning and Development Services</p> 
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<p>Grand Harwood Place – Proposed Temporary Sales Office</p> <p>May 22, 2014</p>	<p>Figure 2</p> <p>Proposed Site Plan</p>	<p>Town of Ajax Planning and Development Services</p> 
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<p>Grand Harwood Place – Proposed Temporary Sales Office</p> <p>May 22, 2014</p>	<p>Figure 3</p> <p>Proposed Rendering</p>	<p>Town of Ajax Planning and Development Services</p> 
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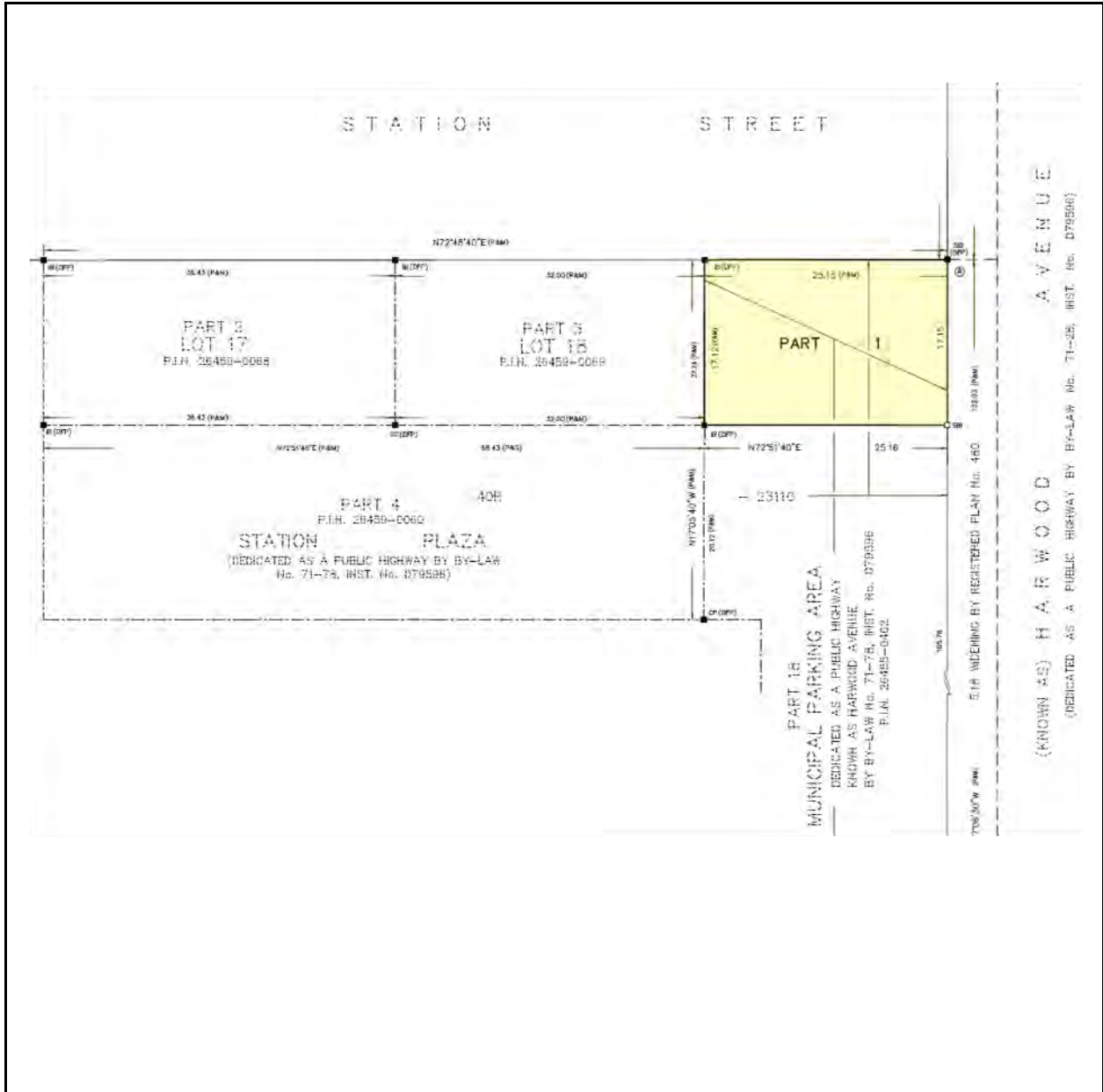
The proposed site plan would implement transportation improvements to the site and along Station Street in order to improve traffic flow and safety at the Station/Harwood intersection. These improvements are as follows:


- i. A new vehicle entrance would be provided on the south side of Station Street, approximately 50 metres (164 ft.) to the west of the existing plaza driveway entrance in a location that would align with a potential future north-south public road. This new interior plaza entrance will provide for a dedicated north bound left turn lane, a northbound right turn lane and one southbound lane.
- ii. A modification to the south curb on Station Street will be provided. This will allow sufficient space for an increase in the eastbound left turn lane on Station Street from 18 metres (59 ft.) to 30 metres (98 ft.). This will allow for dedicated stacking of 4 vehicles and will allow for a lengthened dedicated through and right-turn lane on Station Street approaching Harwood Avenue to assist with traffic flow.
- iii. The existing driveway next to the Station/Harwood intersection would be closed. This existing driveway creates a traffic flow and safety concern as traffic turning into the plaza has been observed stacking into the Harwood/Station intersection, particularly in the afternoon peak period. This improvement will enable better flow of traffic in the eastbound left turn lane, reduce turning movement conflicts and will reduce the likelihood of vehicles stacking into the intersection.

In order to properly stage the improvements to ensure ongoing access to the plaza, the new plaza entrance, parking area and the delineation of the extended eastbound left turn lane on Station Street would be completed first. This would entail the removal of the existing jersey barriers, the removal of the existing hard surfaces including internal curbs and replacement with new internal curbing, a new asphalt parking area and line painting. This work will take approximately 1 month to complete. Once the new westerly entrance is completed and opened, the existing easterly access would be closed.

The temporary sales office will take approximately 4 months to construct, to commence in July and will be completed in November, 2014. It will incorporate sanitary sewer and water service and will be constructed on a pier foundation. The site improvements that will be provided include the following:

- i. A 130 metre section of curbing along the south side of Station Street would be replaced to allow for the extended left turn lane and through/right turn lane.
- ii. New walkways and landscaping, and pedestrian furniture surrounding the proposed sales office. It is noted that upgraded landscaping as approved within the Town's 2014 capital budget will also be provided at the south west corner of the Station/Harwood intersection, to be constructed by the developer. Planned Town-initiated boulevard enhancement works will be integrated into the site plan design to ensure that the designs work together.



<p>Grand Harwood Place – Proposed Temporary Sales Office</p> <p>May 22, 2014</p>	<p>Figure 4</p> <p>Area Subject to Proposed Stop-up and Close</p>	<p>Town of Ajax Planning and Development Services</p> 
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Development Agreement

Section 3.8 of the Agreement addresses the Temporary Sales Office which indicates that upon request by the developer, the Town shall, subject to any required Site Plan Approval, promptly issue a licence to permit the Developer to erect a temporary sales office on the Phase 1A Lands for the purposes of marketing the proposed development.

The Agreement also indicates that when the developer no longer requires the temporary sales office, the Town has the option to request that the developer donate the temporary sales office to the Town. In the event that the Town elects to acquire the temporary sales office, the Town shall provide a charitable tax receipt to the Developer for the value of the temporary sales office.

The timely construction and operation of the temporary sales office is a fundamental first step in the overall redevelopment effort of the plaza.

Stop Up and Closure

To enable construction of the sales office and enable the access improvements as proposed, it is necessary to stop up and close the 431 m² (4,640 sq. ft.) portion of public highway, associated with the east plaza entrance on Station Street at Harwood Avenue (see Figure 4).

Site Plan Update

The Site Plan application for Grand Harwood Place development is under review and first submission technical comments were provided to the applicant on April 26, 2014. Detailed work is being completed with respect to proposed on-site engineering, architectural and landscape elements of the project. A public open house is scheduled for January, 2015. It is expected that the site plan will be completed by spring of 2015.

In addition, draft appraisals are being completed by the developer in order to facilitate the future acquisition of the Utility Lands to facilitate the development. Once the appraisals are complete, the developer will be in a position to make offers to purchase the Utility Lands.

FINANCIAL IMPLICATIONS:

n/a

COMMUNICATION ISSUES:

Public notification for the proposed stop-up and closure for the road allowance will be released on May 22, 2014 and will continue for 4 weeks. Notification for the stop up and closure will also be placed in the Ajax Community Page for the second week of June, 2014.

A public information drop-in centre has been scheduled for Tuesday May 27, 2014 from 3:00 pm to 7:00 pm in the River Plate Room of Ajax Town Hall. Notification of the drop-in centre was provided by personal delivery to plaza tenants on Wednesday May 14, 2014, as well as by mail and e-mail to plaza owners.

An update will also be provided in the June, 2014 edition of Ajax Today, with updates also provided on the Town of Ajax website and in the Ajax Community Page.

CONCLUSION:

The proposed construction of the temporary sales office is a necessary first step in the redevelopment effort for Grand Harwood Place. No other action associated with the redevelopment can occur without the sale of units.

The proposed improvements along Station Street and the proposed relocation of the existing entrance will enhance traffic movement and will improve public safety at the Harwood Avenue/Station Street intersection.

Gary Muller, MCIP, RPP
Manager of Planning

Paul Allore, MCIP, RPP
Director of Planning and Development Services

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Paul Allore, M.C.I.P., R.P.P.
Director of Planning and Development Services

PREPARED BY: Kevin Heritage, M.C.I.P., R.P.P.
Policy Planning Coordinator

SUBJECT: **Pickering Airport Lands
Status Update**

WARD(S): All

DATE OF MEETING: May 22, 2014

REFERENCE: Council Report June 9, 2003

Corporate Strategic Plan Guiding Principles: Managing Growth,
Environmental Awareness, and Economic Prosperity

RECOMMENDATION:

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

BACKGROUND:

In 1972, the Federal Government expropriated approximately 18,600 acres of land located primarily in Pickering, with the remaining lands in Markham and Uxbridge, to accommodate a new international airport. Since 1975, the Federal Government has leased the subject lands to residential, farm and commercial tenants.

In 2001, the Federal Government declared the entire Pickering land holding (including lands in Markham and Uxbridge) as an airport site to enable the preparation of Airport Zoning Regulations (AZRs). The authority to prepare and enact AZRs is outlined in Section 5.4 (2) of Canada’s *Aeronautics Act*, which states that the Governor in Council may make regulations for the purposes of:

- (a) preventing lands adjacent to or in the vicinity of a federal airport or an airport site from being used or developed in a manner that is, in the opinion of the Minister, incompatible with the operation of an airport;
- (b) preventing lands adjacent to or in the vicinity of an airport or airport site from being used or developed in a manner that is, in the opinion of the Minister, incompatible with the safe operation of an airport or aircraft; and

- (c) preventing lands adjacent to or in the vicinity of facilities used to provide services relating to aeronautics from being used or developed in a manner that would, in the opinion of the Minister, cause interference with signals or communications to and from aircraft or to and from those facilities.

AZRs, as enacted by the Governor in Council, typically include such matters as:

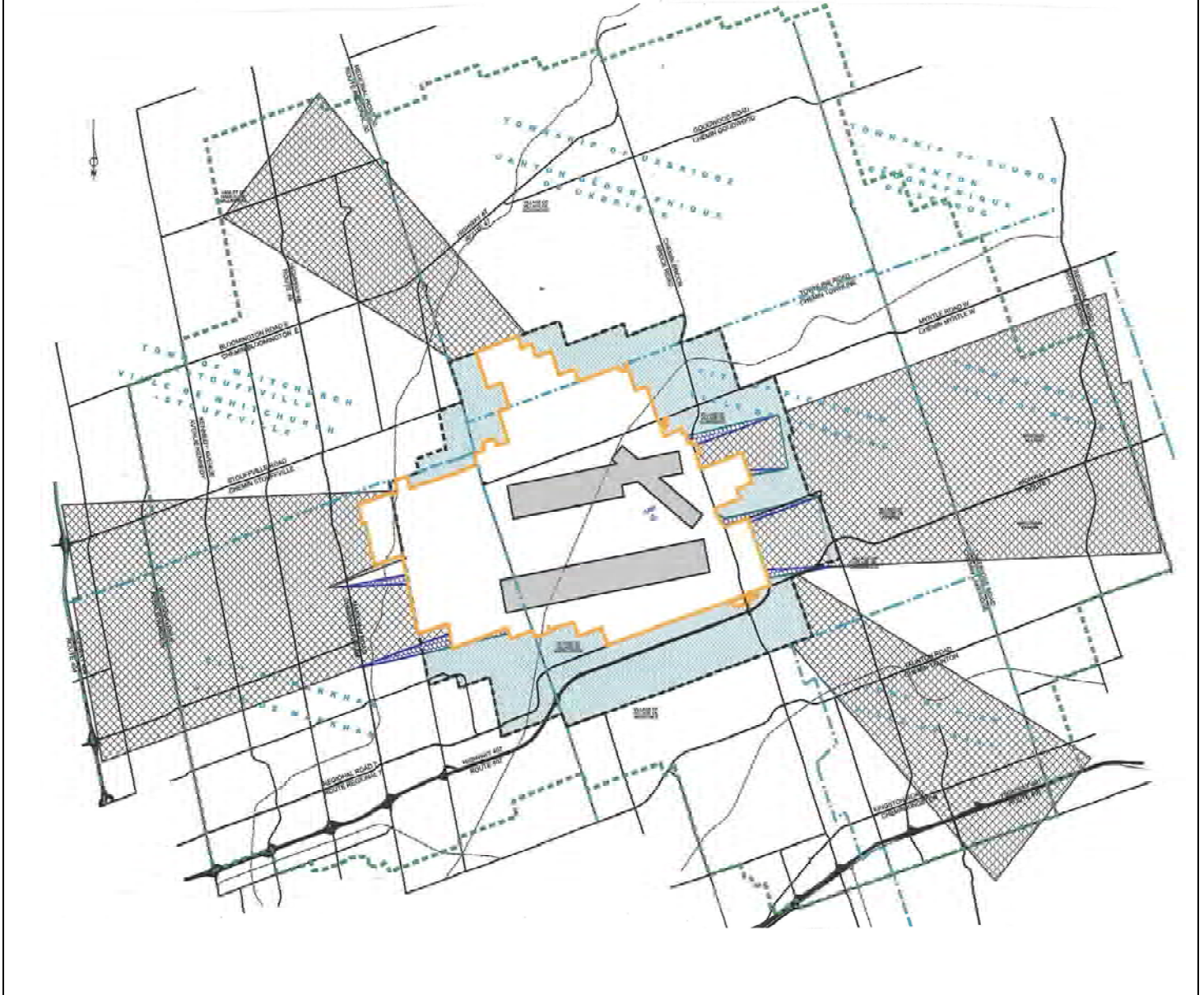
- a legal description of the declared airport lands;
- the extent and alignment of runways as well as the approach/take-off areas associated with the runways;
- maximum building, cell tower and vegetation heights under each approach/take-off area;
- land uses that are prohibited in close proximity to an airport that would interfere with radio communication between aircraft and the control tower (i.e. welding shops); and
- a bird hazard zone to discourage/prohibit land uses and activities that would attract birds that may interfere with the safe operation of aircraft.

On June 9, 2003, staff forwarded a report to Council providing comments on the AZRs as drafted by Transport Canada. At that time, the proposed AZRs were drafted to protect for an international airport comprising 7 runways on the entire 18,600 acres of expropriated land. In addition, the Minister of Transport requested the Greater Toronto Airports Authority (GTAA) to determine the need for a future “regional/reliever” airport on the Pickering lands. To respond to the question of need, the GTAA retained Landrum & Brown and ArupNAPA to develop a preliminary business model to evaluate the commercial viability of constructing an airport. The report prepared by the consultants concluded that an airport on the Pickering lands was a feasible project and could be funded from sources available to the GTAA.









On November 18, 2004, the GTAA released the Pickering Airport Draft Plan Report which was based on a series of technical studies and background documents. The Draft Plan included such matters as: aviation activity forecasts; environmental inventories; a runway and airside development plan; facility development plan; airport access plan; description of utilities and options for the provision of services on the site; a review of the land uses in the vicinity of the site; and a 2012 opening day configuration. It was intended that the Draft Plan would establish the basis for the Project Description, which is required to initiate an environmental assessment process. However, the environmental assessment process was not initiated by the GTAA. If an environmental assessment process was initiated and approved, the Draft Plan was to be submitted to the Federal Government for a decision as to whether to proceed with an airport. Based on the timeline established in the 2004 Draft Plan, the earliest a proposed airport could be operational was 2012.

In 2005, AZRs were approved by the Governor in Council to protect for an international airport that could accommodate up to 7 runways. The majority of the proposed runways were aligned in an east/west direction to align with the prevailing winds. A cross wind runway was proposed to be aligned in a northwest/southeast direction, with the associated take-off/approach surfaces located over portions of the Town of Ajax and Township of Uxbridge (see Figure 1: Existing Pickering Airport Site Zoning Regulations).

FIGURE 1: EXISTING PICKERING AIRPORT SITE ZONING REGULATIONS



LEGEND

<p>Existing Airport Site Boundary</p> 	<p>Municipal Boundaries</p> 	<p>Initial 7 Runway Layout</p> 	<p>Existing Approach Surface (A.S.)</p> 	<p>Existing Transitional Surface</p> 	<p>Existing Outer Surface</p> 	<p>Existing Wildlife/Bird Hazard Zone Boundary</p> 	<p>Airport Reference Point</p> 
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Based on the slope of the take-off/approach surface over the Town, the existing AZRs would restrict building and natural growth height to approximately 174 metres (570 feet), (which is equivalent to a 57 storey office building), located in the vicinity of Church Street and the Fifth Concession Road. The least restrictive height provision according to the existing AZRs for any buildings, structures and objects under the take-off/approach surface over the Town would be approximately 455 metres (1,490 feet), (equivalent to a 149 office building), located in the vicinity of Bayly Street and Audley Road. As a result, the height restrictions contained in the existing AZRs will not have an impact on development opportunities in the Town.

In 2007, a Pickering Lands Needs Assessment Study was commissioned by the Federal Government and prepared by the Greater Toronto Airports Authority (GTAA) to examine the capacities and traffic volumes in the system of airports in Southern Ontario (including the Greater Golden Horseshoe) to determine whether they could reasonably accommodate future traffic volumes. This included examining future commercial passenger, cargo and general aviation traffic by comparing forecasted demand for these services with the forecasted supply of airport infrastructure within the system of airports.

In 2011, the Federal Government released the Study which concluded that there will be a need for an additional international airport in the Greater Golden Horseshoe Area to accommodate traffic growth sometime between 2027 and 2037. It also concluded that the Pickering site offers a unique opportunity to meet the long-term aviation needs of the Greater Golden Horseshoe. The Study noted that it is prudent planning to retain and protect the site, thereby preserving the option of building an airport, if and when required.

Although an additional airport according to the Study will not be needed within the Greater Golden Horseshoe any earlier than 2027, the Study concluded that the Pickering site should be kept and protected for future aviation needs based on the following factors: the size of the site; proximity to a large potential market; accessibility to major highways (Highways 401 & 407); and a relatively low population in the immediate vicinity of the site.

The Study also noted that it is inconceivable that a large parcel of land comparable in size to the Pickering site could be amassed again in the Greater Golden Horseshoe. Further, even if an alternate site could be identified, the financial and social costs associated with such an endeavour would likely render it impracticable.

DISCUSSION:

a) Federal Government's Revised Proposal

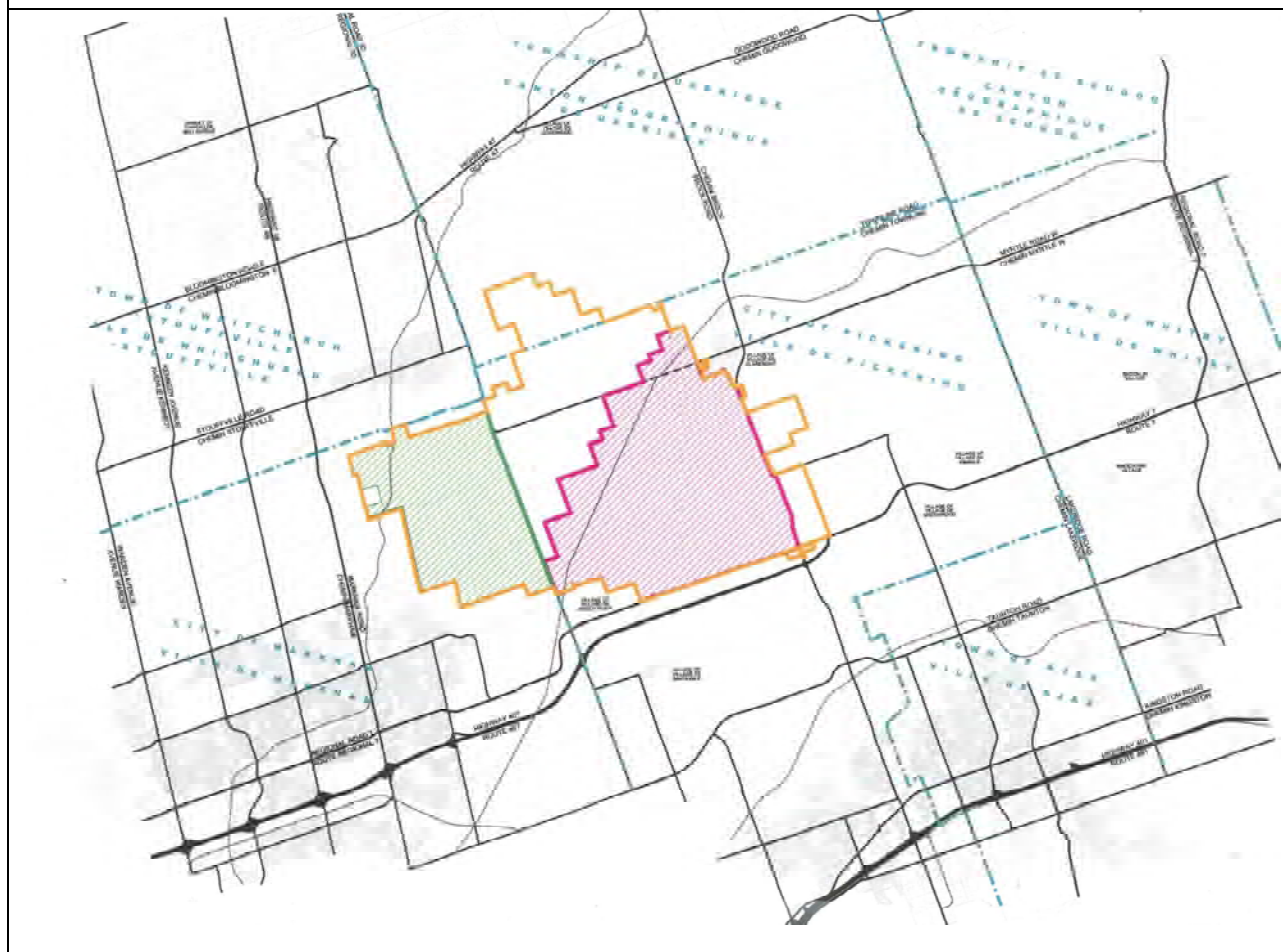
On June 11, 2013, the Federal Government announced that of the 18,600 acres originally expropriated for an airport, approximately 8,700 acres would be retained for a future airport and approximately 5,000 acres would be transferred to Parks Canada to be added to the Rouge National Urban Park. All regulatory work required to transfer the Rouge National Urban Park lands is expected to be completed by late 2014. The remaining 4,900 acres are planned for economic development uses which are to be defined at a later date. In the meantime, these remaining lands are intended to be used for agriculture (see Figure 2: Newly Identified Land Uses for the Pickering Lands).

On June 24 and 27, 2013, Transport Canada held public information sessions to solicit input in order to help shape development and management plans for the future of the Pickering Lands, while protecting what is needed for future aviation purposes. The general responses from the residents that attended the information sessions suggested that either the lands remain in their current state or the Pickering Lands should accommodate a general aviation function with the

closure of Buttonville. Transport Canada also intends to engage with the province, regional and local municipalities, business interests and other stakeholders in the area to seek input on the future of the remaining Pickering Lands.

On June 12, October 17, and November 28, 2013, the Intergovernmental Regulations Working Group on the Pickering Lands (IRWGPL), which includes staff representatives from the Province and surrounding local and regional municipalities including Ajax, met to discuss and review several matters including: the July 2011 Needs Assessment Study, and the Federal Regulatory Process to prepare and establish revised AZRs. The revised AZRs are currently being prepared to protect for the smaller airport site.

FIGURE 2: NEWLY IDENTIFIED LAND USES FOR THE PICKERING LANDS



LEGEND

<p>Existing Airport Site Boundary</p> 	<p>Municipal Boundaries</p> 	<p>Portion of Proposed Rouge National Urban Park Within Existing Airport Site</p> 	<p>New Proposed Airport Site</p> 
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On January 28th, 29th and 30th, 2014, Transport Canada posted a Public Notice in the local newspapers outlining its intent to prepare regulatory plans for the federally-owned Pickering Lands. The purpose of the notice was twofold: a proposal to declare a smaller part of the Pickering Lands as an airport site; and a proposal to prepare AZRs. The airport site must be declared prior to the implementation of AZRs which are intended, in this situation, to protect for an international airport based on a 3 runway design.

Transport Canada intends to publish these proposals in the Canada Gazette, Part I in 2014, which will be followed by a 60 day public consultation period. During the 60 day consultation period, Transport Canada will also:

- publish public notices in local newspapers to announce the dates of the consultation period;
- explain where to view the text of the proposals;
- host open houses in and around the Pickering Lands; and
- invite interested parties to offer in writing, their support or opposition to these regulatory initiatives.

Transport Canada will not be seeking comments from various stakeholders as to whether they are in support or opposed to the construction of an airport on the Pickering Lands. The Federal Government has made a decision that there will be approximately 8,700 acres protected on the southeast portion of the Federal lands to construct a future airport. Transport Canada staff has indicated that the comments being sought are in relation to the proposed AZRs that will be used as a means to protect the site for a future airport. It is anticipated that the proposed AZRs will be released prior to Council's summer recess.

Staff will prepare a further report to provide comments on the proposed AZRs when they are released for Council's review and consideration.

b) Planning Documents and Process

The Durham Regional Official Plan, as originally approved by the Province in 1978, recognizes and delineates the Federal Airport Lands on Schedule 'A' – Map 'A4'. In 1991 as part of the official plan review, a policy was added to the Plan (Section 3.3.7) indicating that Regional Council shall, where appropriate, request the Federal and/or Provincial Government to improve accessibility to Employment Areas and increase employment opportunities by, among other matters, expediting the construction of an airport on the Federal Airport Lands. In addition to this official plan policy, Regional Council endorsed a resolution in 1996 supporting the protection of the Federal Airport Lands as an airport site, in response to various studies and announcements by Transport Canada that recognized the need for an airport.

In addition to Regional policy, portions of the new airport site as illustrated on Figure 2: Newly Identified Land Uses for the Pickering Lands are located within the Provincial Greenbelt and the Oak Ridges Moraine. However, these documents have no effect on the future use of the Federal Airport Lands as long as the Federal Government continues to own these lands. Further, the vast majority of the Federal Airport Lands comprise prime agricultural lands.

The future planning for the Pickering Airport Lands is subject to a Federal process which takes precedent over provincial and municipal policy documents and processes. The Federal declaration of an airport site and the preparation of AZRs to protect a site for a future airport are the initial steps in the regulatory process. The preparation of a draft plan to reflect the smaller airport site would address such matters as: aviation activity forecasts, environmental inventories, a runway and an airside development plan (includes such items as runways, navigational aids, taxiways, aprons, airside roads and deicing facilities), a facility development

plan, an airport access plan, a description of utilities and options for the provision of services, and a review of the land uses in the vicinity of the site. The project description, as contained in the draft plan, would be the precursor to undertaking an environmental assessment. At the conclusion of the process, the documents may be submitted by Transport Canada to the Federal Government for a decision as to whether to proceed with an airport. Each step in the process involves public consultation and review.

To date, Ajax Council has not taken a formal position on the development of an airport on the Federal Airport Lands. As outlined above, there is a substantial amount of documentation that has yet to be prepared to evaluate and review economic, environmental and social considerations that could be used by the Federal Government to inform a decision regarding the future of an airport.

From an economic perspective only, the Town's Economic Development and Tourism Strategy and the Employment Land Strategy speak to the development of an airport. As part of the preparation of the Economic Development and Tourism Strategy, there was a background and literature review undertaken, and discussions held with business and community leaders. One of the key findings of the SWOT (Strengths, Weaknesses, Opportunities and Threats) Assessment was that the absence of an international airport in the eastern end of the GTA is resulting in potential difficulties in the transportation of goods and finished products. Further, companies advised that staff travelling out of the area or business travelers coming to their offices have to travel through heavy traffic across the GTA. A similar finding in the Town's Employment Land Strategy included, among others, was that the realization of key elements of the Regional Structure as identified in the Durham Regional Official Plan (e.g. easterly extension of Highway 407, Highway 401 improvements, Pickering Airport) will enhance the Town's ability to achieve its full employment growth potential over the longer term.

As mentioned, the Federal Government will not be seeking input as to whether stakeholders support or oppose the construction of an airport on the Pickering Lands as part of the process to prepare and approve the new AZRs. However, should Council wish to consider a formal position on the development of an airport, staff recommend that it is premature to consider any position until all of the required background studies have been prepared and a detailed review has been completed.

FINANCIAL IMPLICATIONS:

Not applicable

COMMUNICATION ISSUES:

Transport Canada proposes to publish public notices in the local newspapers to advise stakeholders of the proposed AZRs. Staff will also post a copy of Transport Canada's notice on the Town's website.

CONCLUSION:

Planning for the protection of a future airport on the Pickering Lands began in earnest in 2001. The existing zoning regulations that were approved in 2005 are intended to be modified to protect for a smaller airport site to be located on the southeast portion of the Federal land holdings. It is anticipated that Transport Canada will be releasing proposed AZRs for review and comment in the near future. Staff will prepare a further report to provide comments on the proposed AZRs when they are released for Council's review and consideration.

Kevin Heritage, M.C.I.P., R.P.P.
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