

The Corporation of the Town of Ajax
GENERAL GOVERNMENT COMMITTEE



Thursday, June 4, 2015

In-Camera at 1:30 p.m.

Open Meeting at 2:00 p.m.

River Plate Room, Town Hall

65 Harwood Avenue South

Confirmed by: *MD*

AGENDA

Alternative formats available upon request by contacting:
accessibility@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 21, 2015** (circulated separately)
 - *Any discussion will be held in the In-Camera Session*

In-Camera

4. **Authority to Hold a Closed Meeting and Related In-Camera Session**
 - *A personal matter about an identifiable individual, including municipal or local board employees; [Sec. 239 (2)(b), Municipal Act, 2001, as amended]*
 - *A matter pertaining to the proposed or pending acquisition or disposition of land by the municipality or local board [Sec. 239 (2)(c), Municipal Act, 2001, as amended]*
- 4.1 **Confidential Personnel Matter**
- 4.2 **Confidential Personnel Matter**
- 4.3 **Confidential Property Matter**

5. Consent Agenda – *Considered to be routine, these items may be approved by one motion. Items may be separated and referred to the Discussion Agenda*

5.1	Whistle Blower and Code of Conduct Policies , R. Ford, Interim CAO / L. McGrath, Manager, Labour & Employee Relations	3
5.2	Pan/Parapan American Games Incremental Services Transfer Payment Agreement (Municipal Services Agreement) , R. Ford, Interim CAO / S. Strain, Interim Director of Finance/Treasurer	26
5.3	Indexing of Municipal Development Charges , S. Strain, Interim Director of Finance/Treasurer / D. Valentim, Senior Financial Analyst	47
5.4	Completed Capital Accounts, April 30, 2015 , S. Strain, Interim Director of Finance/Treasurer / D. Valentim, Senior Financial Analyst	49
5.5	Easement in Favour of Veridian – 40 Westney Road North , P. Allore, Director of Planning & Development Services / N. Sukovski, Senior Economic Development Officer ..	54
5.6	Lease Agreement, 2280 Greenwood Road , D. Meredith, Director of Operations & Environmental Services	57
5.7	Contract Award – Supply & Delivery of a Single Axle Snow Plow , D. Meredith, Director of Operations & Environmental Services / C. Addley, Supervisor of Fleet Services and Inventory	68
5.8	Contract Award – Kinsmen Heritage Centre ~ Repairs , D. Meredith, Director of Operations & Environmental Services / R. Cole, Capital Projects Technologist / C. Bridgeman, Manager, Infrastructure & Asset Management.....	73
5.9	Contract Award – MCC Roof & Skylight Replacement , D. Meredith, Director of Operations & Environmental Services / C. Bridgeman, Manager, Infrastructure & Asset Management	80
5.10	Contract Award – Consulting Services Paradise Park Site Improvements , D. Meredith, Director of Operations & Environmental Services / C. Bridgeman, Manager, Infrastructure & Asset Management.....	85
5.11	Toronto 2015 Pan Am/ Parapan Am Games, Transportation Delivery Plan, President's Choice Ajax Pan Am Ballpark (AJX) – Local Area Plan , D. Meredith, Director of Operations & Environmental Services / C. Coleman, Manager of Engineering, Capital Projects	91

6. Presentations / Discussion

None

7. Departmental / Pan Am Updates

8. Adjournment

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Rob Ford, CPA, CMA, AMCT
Interim Chief Administrative Officer

PREPARED BY: Lorna McGrath
Manager, Labour & Employee Relations

SUBJECT: Whistle Blower and Code of Conduct Policies

WARD(S):

DATE OF MEETING: June 4, 2015

REFERENCE: December 4 & 5, 2015 Strategic Planning Session

RECOMMENDATION:

That Council approve the new Whistle Blower and updated Code of Conduct Policies.

BACKGROUND:

The Code of Conduct Policy establishes clear and reasonable standards of conduct expected of all Town employees. The policy provides guidance on appropriate conduct in the workplace, and outlines how to advise of a conflict of interest. Recently HR Services reviewed the Code of Conduct Policy and implemented a number of changes that brought the code up to date.

At the December Strategic Planning Session, Council requested that staff develop a Whistle Blower Policy that would allow staff to report wrongdoings without fear of reprisal.

DISCUSSION:

The Code of Conduct policy was last revised in 2005. However, it was a basic policy and did not cover a number of areas where an employee may have a conflict of interest. The updated policy is more detailed and also addresses how to report a violation; how to declare a conflict of interest; and, provides a section on Freedom from Reprisal.

HR Services reviewed a number of Whistle Blower Policies from other municipalities and businesses, and developed one that best suited the needs of Ajax. The policy is straight forward and outlines the objective; the procedure for reporting a wrongdoing; the investigation process; and, speaks to confidentiality and reprisal.

COMMUNICATIONS:

A fact sheet will be developed which will provide examples of what is considered a wrongdoing and will be given to employees during training. The fact will also be attached to the policy for online reference.

Once these policies are approved by Council, HR Services will provide training to full-time employees. Supervisors will be responsible for training their part-time employees as well as students.

FINANCIAL IMPLICATIONS:

Costs would be incurred when there is a need to have a third party conduct an investigation and/or costs related to legal counsel. The total cost of a third party investigation depends on a number of issues that can only be determined at the time of an investigation. HR Services does have funds budgeted for third party investigations and legal costs should they be needed.

CONCLUSION:

That Council approve the Whistle Blower and Code of Conduct Policies.

ATTACHMENTS:

ATT-1: Code of Conduct Policy # 014

ATT-2: Whistle Blower Policy # 077

Lorna McGrath
Manager of Labour & Employee Relations

Rob Ford, CPA, CMA, AMCT
Interim Chief Administrative Officer

**SUBJECT: Whistle Blower Policy**

ISSUED: 15 / 06 / 01	REVISED	REVISION NO.:	Page 1 of 4	POLICY: 077
----------------------	---------	---------------	-------------	-------------

1. POLICY OBJECTIVE

- 1.1. The Town of Ajax is committed to maintaining the public's confidence in our ability to provide excellent service by providing an open, accountable and transparent local government and ensuring and promoting integrity and ethical behavior in the workplace.
- 1.2. Employees of the Town of Ajax are expected to act with integrity as they apply judgment and discretion while serving the public and Council. They are expected to use Town resources, assets, and services responsibly in the execution of their duties. The Town's Code of Conduct Policy identifies the standards that are to be applied when carrying out their duties.
- 1.3. The purpose of this policy is to provide a process for employees to report any wrongdoings in the workplace and provide protection from reprisal to those who in good faith report a wrongdoing.
- 1.4. This policy is intended to assist employees who believe that there is a wrongdoing. The policy is not designed to question financial or business decisions, nor can it be used to reconsider matters which have already been addressed under another process (i.e. harassment policy, grievance process, etc.).
- 1.5. This policy is not intended to circumvent other policies in place where a complaint process has been identified (i.e. harassment policy, violence policy, grievance process, etc.).

2. SCOPE

- 2.1. This policy applies to all Town of Ajax employees.

3. DEFINITIONS

Whistle-Blower - An employee who in good faith reports wrongdoing to the appropriate authority in an attempt to have the activity brought to an end.

Wrongdoing – A wrong doing is:

- Any act or workplace practice that constitutes an illegal or unethical act; accounting irregularity or circumvention of an internal control;
- Knowingly directing or counselling an individual to commit a wrongdoing;

- Any action that is inconsistent with the Town's values or that would otherwise impair or potentially disparage or impair the reputation or goodwill of the Town. This may include but is not limited to auditing or accounting practices, discrimination, violence, theft, fraud, illegal employment actions, unsafe activities, unsafe work environments, violation of laws and regulations, violations of Town policies, unethical behavior or practices, endangerment or potential endangerment to public health or safety, negligence of duty, bullying or threatening.

Reprisal – Any adverse employment action taken against an employee who seeks advice on making a disclosure, makes a disclosure, or co-operates in an investigation of wrongdoing, or declines to participate in a wrongdoing.

4. PROCEDURE

- 4.1. If an employee is aware of a wrongdoing, or believes a wrongdoing has been committed, should report the incident immediately to their Supervisor and/or the Manager of HR Services. If the wrongdoing involves the employee's supervisor, or if the employee is uncomfortable bringing the wrongdoing to the attention of his/her supervisor, then the employee can report the concern directly to the Manager of HR Services.
- 4.2. If the employee has not provided details of the wrongdoing in writing, then they must do so ensuring that the following information is documented, if known:
 - a) A detailed description of the wrongdoing and the date it occurred;
 - b) The name of the individual or individuals alleged to have committed the wrongdoing, or are about to commit the wrongdoing;
 - c) The names of others who have knowledge of the wrongdoing;
 - d) Any additional information the employee feels will assist in the investigation of the wrongdoing.
 - e) The employee providing the information must sign and date the documentation which certifies that the information contained in the documentation is true in all respects to the best of his/her knowledge.
- 4.3. A Supervisor who is informed of a wrongdoing by the employee is to contact the Manager of HR Services immediately, while ensuring they do not discuss the matter with anyone to ensure confidentiality is maintained.
- 4.4. Upon receiving the information, the Manager of HR Services will review the details provided and shall advise the Chief Administrative Officer that a report of Wrongdoing has been received. Based on the information provided, the Manager of HR Services and Chief Administrative Officer will determine if an investigation will be done internally by the Manager of HR Services and/or designate, or if an external investigator will be required.

- a) If the complaint of Wrongdoing involves the Chief Administrative Officer, then the Manager of HR Services shall advise the Mayor to determine if an external investigator should conduct the investigation.
 - b) If the complaint of wrongdoing involves employees in HR Services, then the employee/supervisor shall advise the Chief Administrative Officer. If an investigation is warranted, then an external investigator shall be brought in to conduct the investigation.
- 4.5. Where a complaint has been brought to the direct attention of Council or a Council member, Council or the Council member shall consult with the Chief Administrative Officer and/or the Manager of HR Services.
- a) Where the complaint involves both the Chief Administrative Officer and the Manager of HR Services then the Council member will bring the issue to the attention of the Mayor who will seek a third party to conduct an investigation. The investigation process outlined in this policy will be followed.

5. INVESTIGATION

- 5.1. The Town will seek to resolve claims of wrongdoings as expeditiously as possible.
- 5.2. When appropriate, the individual that has been alleged to have committed the wrongdoing will be notified of the investigation and will have an opportunity to address the complaint and/or the findings.
- 5.3. All employees will be required to cooperate during an investigation, which includes keeping the investigation and/or their statements confidential.
- 5.4. A written report will be prepared and shall include a statement of factual findings and a determination of whether a wrongdoing has occurred or would have occurred had the investigation not interrupted the wrongdoing.
- 5.5. The employee(s) who brought the wrongdoing forward, and the employee(s) alleged to have committed the wrong doing, will receive a summary of the findings.
- 5.6. Where the investigation concludes that the wrongdoing occurred but was not the result of misconduct on the employee's part, corrective action will be taken to ensure the wrongdoing does not occur again and a review of the applicable policies and procedures will be undertaken. (Corrective action could be but is not limited to training, a review and/or amendment of process, etc.)
- 5.7. Where the investigation concludes that the wrongdoing was the result of the employee(s) misconducting themselves, then appropriate disciplinary action may be taken up to and including termination of employment for just cause.
- 5.8. Nothing in this policy prevents a member of a bargaining unit from filing a grievance where discipline has been issued.

6. CONFIDENTIALITY

- 6.1. The Town will do everything it can to protect the privacy of the employees involved and to ensure all are treated fairly and with respect. There may be circumstances where confidentiality cannot be protected, and if such is the case, this will be explained to the employees as soon as known.

- 6.2. All records of wrongdoing including investigation reports will be kept in HR Services. Only those files where wrongdoing has been confirmed as misconduct on the employee's part, will be placed in the employee's employment file.
- 6.3. Unless mentioned otherwise herein, all records of wrongdoing reports including investigations are considered confidential and will not be disclosed except to the extent required by law.

7. REPRISAL

- 7.1. The purpose of this policy is to ensure that employees have an avenue to freely express in a responsible way, their thoughts, opinions, and feelings regarding a wrongdoing in the workplace.
- 7.2. The Town strictly prohibits any reprisal against an employee whether directly or indirectly, who has brought forward a complaint, acted as a witness in the investigation of a complaint, or cooperated in the investigation process.
- 7.3. No employee shall be reprisal against for refusing to follow a directive that would be considered a wrongdoing.
- 7.4. An employee who feels they are being reprisal against shall report such to the Manager of HR Services.
- 7.5. The same process for investigation of a wrongdoing will be followed in the case of reprisals.
- 7.6. An employee who is found to have made a fraudulent or malicious complaint against an individual, and/or made a complaint in bad faith, will be subject to disciplinary action up to and including termination of employment for just cause.

This policy may be amended from time to time, and therefore, employees must ensure they check the DMS for the most current version.

APPROVED: GGC / / _____
(AUTHORITY) (DATE) (SIGNATURE)

Passed by Council on: _____

**SUBJECT: CODE OF CONDUCT**

ISSUED: 02 / 05 / 27	REVISED: 15 / 06 / 01	REVISION NO.: 6	Page 1 of 12	POLICY: 014
----------------------	-----------------------	-----------------	--------------	-------------

1. PURPOSE

- 1.1 The Corporation of the Town of Ajax (referred as the “Town” herein) strives to maintain the highest level of public confidence in all aspects of the organization. The Town is proud of its heritage, values & vision, and the services it provides to its residents and to the business community. To ensure that the Town maintains the public’s confidence in our ability to provide excellent quality of service, employees are expected to demonstrate the highest standard of ethical behaviour, be above reproach, be trustworthy and able to withstand public scrutiny.
- 1.2 The Code of Conduct will establish clear and reasonable standards of conduct expected of all employees and will provide guidance in the determination of appropriate conduct in the workplace.
- 1.3 This policy should be read in conjunction with other Town’s policies such as Alcohol & Drug Use in the Workplace, Collection & Use of Employee Information, Hiring Policy, Respectful Workplace, Discrimination & Harassment Policy & Prevention Program, Workplace Violence & Prevention Program, and Health & Safety and the Standard Terms and Conditions of Purchasing’s Bid Document.
- 1.4 Nothing in the Code of Conduct is intended to conflict with the Town’s obligations to employees under the Collective Agreement, the Exempt Working Conditions, or the specific terms of a written employment contract. Similarly, an employee may, by virtue of his/her role at the Town, be required to comply with other professional requirements and guidelines, such as rules of conduct governing members of a professional group. Employees are encouraged to refer to their professional association for these specific requirements. If an employee believes there is an actual or perceived conflict between their professional association’s rules and the Town’s Code of Conduct, they are to raise the concern with the Manager of HR Services.
- 1.5 The Code of Conduct will be reviewed on an annual basis in accordance with ISO, and revisions may be made to reflect changing needs and responsibilities of the Town.
- 1.6 A person who has been found to have knowingly violated this policy, will be subject to disciplinary action up to and including termination of employment for cause.

2. APPLICATION

- 2.1 These rules of conduct shall apply to all employees of the Town.
- 2.2 The Code of Conduct applies not only to the workplace, but in all locations at all times where an employee is:
 - a. Engaging in a business activity;
 - b. Representing the Town;
 - c. When an employee’s activities are otherwise linked to their duties and responsibilities;

- d. In attendance at offsite conferences, seminars, and team/office events.

3. DEFINITIONS

- 3.1 Employee: An employee shall mean and include full-time, part-time, seasonal and temporary staff (including students) employed by the Corporation of the Town of Ajax.

4. RESPONSIBILITIES

- 4.1 Employees must adhere to the highest standards of personal and professional competence, integrity, and impartiality, and must perform their duties in a manner that recognizes a fundamental commitment to the well being of the Town and its community.
- 4.2 Every employee is accountable and responsible to comply with the Code of Conduct to ensure there is no conflict between their personal interests and their official duties. Although the Code of Conduct cannot answer every question which may arise for each individual, it should alert you to situations that require extra concern or guidance. For additional advice in this regard, consult with your Department Head, the Manager of HR Services or the Chief Administrative Officer (referred to as C.A.O. herein).
- 4.3 It is management's responsibility to administer and re-enforce the Code of Conduct and to demonstrate by example their obligations under the Code. It is also the duty of management to investigate suspected violations and apply the appropriate response. Management must treat employees in a fair and equitable manner.
- 4.4 Compliance with the Code of Conduct is a condition of employment. The Code of Conduct has been designed to promote compliance with laws and regulations that apply to employees working in a municipality and to ensure the highest level of public confidence is maintained.
- 4.5 Employees are to report any violation or suspected violation of the Code of Conduct or other wrongdoing by another employee to their Supervisor or The Manager of HR Services.
- 4.6 Employees must cooperate with an internal review or investigation of a reported violation.

5. RULES OF EMPLOYEE CONDUCT

5.1 An employee shall:

- a. Uphold laws of all levels of government and avoid situations where they may become a party to a breach, evasion or subversion of the law;
- b. Conduct him/herself in a manner that promotes the Town's reputation and ensures continued confidence in the Town's system of government;
- c. Treat all persons respectfully, honestly and fairly with proper regard for their rights, entitlements, duties and obligations, and at all times act responsibly and professionally in the performance of his/her duties and in accordance with the Respectful Workplace Policy, the Ontario Human Rights Code, and any other legislation that may be applicable;

- d. Be respectful and courteous with all employees, Council members, and in accordance with the Respectful Workplace Policy and Human Rights Code, and resolve any work related disagreements in a mature and professional manner;
- e. Carry out his/her duties in a fair, impartial and transparent manner;
- f. Promote the health and safety of others and the workplace in accordance with the Health & Safety Policy, the Workplace Violence & Prevention Program, and other related legislation;
- g. Ensure he/she takes all steps to safeguard personal and confidential information obtained in the course of his/her employment or office and that the information is protected in accordance with the Municipal Freedom of Information Privacy Protection Act and any other relevant legislation.

5.2 An employee's shall not:

- a. Engage in any business transaction or have a financial or other personal interest which is incompatible with the discharge of his / her official duties;
- b. Use Town of Ajax property, equipment, supplies or services of consequence for personal gain, or activities not associated with the discharge of official duties.
- c. Place him/herself in a situation where he/she is under obligation, direct or indirect financial or otherwise, to any person who could benefit from a decision or recommendation of the employee;
- d. Place him/herself in a situation where he/she is under obligation, direct or indirect, financial or otherwise, from any contracts about which the employee can influence decisions;
- e. Benefit, directly or indirectly, financial or otherwise, from the use of information acquired during the course of official duties which is not generally available to the public;
- f. Participate in any decision, promotion or make any recommendation to his/her supervisor, a Committee or Council, in which the employee or his/her immediate family, or a person with whom he/she has a close personal relationship with, has any financial interest, except an interest in common with general community;
- g. Solicit or accept any gifts, services, privileges, favours or entertainment, the acceptance of which will place or appear to place the employee under any obligation whatsoever to the donor;
- h. Disclose any confidential information relating to the affairs of the Town or its employees.

6. GIFTS, SERVICES, PRIVILEGES, FAVOURS OR ENTERTAINMENT

- 6.1 The Town recognizes that moderate hospitality is an accepted courtesy of a business relationship. As such, incidental gifts, services, privileges, favours or entertainment or other benefits associated with an individual's official duties and responsibilities may be accepted provided that:
 - a. It does not exceed \$100;

- b. It could not be construed by an impartial observer as a bribe, pay-off or improper incentive, and also must meet criteria set out in Section 5;
- c. It could not be seen by others to have been influenced in making a business decision as a result of accepting such;
- d. It is appropriate and a common expression of courtesy within the normal standards of hospitality;
- e. The frequency and scale of such should not be greater than the Town would allow to be claimed on an expense account;
- f. It would not embarrass or compromise the integrity of the Town.
- g. Gifts, services, privileges, favours or entertainment that will exceed \$100 in value, will require prior approval by the employee's supervisor or in his/her absence, by the C.A.O. Employees are required to complete the Code of Conduct Disclosure & Authorization Form (F-014) which can be found in the DMS, in the "Corporate Policies and Forms" folder under "Forms".

6.2 Examples of gifts, services, privileges, favours or entertainment are as follows:

- a. Acceptance of occasional business meals;
- b. Infrequent attendance at social or sporting events (i.e. baseball, golf, Board of Trade dinner);
- c. Acceptance of occasional gifts of a nominal value (i.e. box of chocolates, bottle of wine, movie pass).

6.3 Notwithstanding 6.1, gifts from participants in a purchasing process (i.e. tender, RFP, etc.) or recruitment process must be declined by the employee.

6.4 Town staff may solicit gifts for the benefit of community events, as well as Town sanctioned employee events (e.g. Employee Golf Tournament, and United Way Auction), provided the value of the gift meets the criteria of Section 6 and does not exceed \$1,000.

6.5 Employees acting in their professional capacity may be permitted to represent the Town at subsidized external functions at the discretion and approval of the Department Head.

7. FRAUD AND FISCAL INTEGRITY

7.1 All employees must work in accordance with internal controls, policies and procedures, and all applicable laws and regulations to prevent fraudulent misconduct. Employees shall exercise honesty, integrity and diligence and shall not knowingly be party to any fraudulent activity. This includes using the Town Purchasing Card (P-Card) for business purposes only and in accordance with the P-Card Cardholder Obligations.

7.2 Employees may only ask to be reimbursed for legitimate and reasonable expenses related to Town business. Employees are expected to spend the Town's money carefully and with due regard to the interests of the public funds. An example of a legitimate and reasonable expense is when an employee is away at a training course, and is required to buy their own lunch and/or dinner. The cost of the lunch/dinner would be moderate in

price, not expensive. Note: Alcohol is not considered a legitimate expense and would not be eligible for reimbursement.

- 7.3 Employees must ensure that all contracts with commitments to external suppliers, vendors or customers have proper authorization and documentation, prior to making commitments on behalf of the Town. Employees may only make commitments that they are specifically authorized to make on the Town's behalf and in accordance with Town policies and By-Laws.
- 7.4 Supervisors are responsible for ensuring that adequate internal controls, policies and procedures are in place to prevent and detect fraud. Managers are accountable for monitoring employee activity and ensuring employees are aware of, and in compliance with internal controls and with policies and procedures.

8. USE OF TOWN PROPERTY / ASSETS

- 8.1 Town property should only be used by an employee to perform work related duties and responsibilities or for community activities which are supported by Council.
- 8.2 Town property/assets are to remain on Town property at all times unless it is necessary to take the item off site in order to perform the employee's job duties. Where Town property/assets are in the care of an employee, the items must be protected and kept secure at all times (i.e. If you take a laptop off site for work related activities you must ensure it is kept secured. Keeping it in your car overnight would not be considered secure).
 - Town property/assets could include but are not limited to: visual media equipment, laptops, lawn mowers, vehicles, shovels, staplers, etc.
- 8.3 Employees must not under any circumstances misuse funds, property or other Town assets, or knowingly assist another person in doing so.
- 8.4 The intellectual property rights in any work produced by an employee in the course of employment at the Town are the exclusive property of the Town.
- 8.5 Software piracy, defined as using any unlicensed copy of a software package that has not been purchased for municipal purposes, is prohibited. This includes taking a copy of a licensed software package for personal use or passing a copy on to another person for their use. Employees are to ensure they follow the Town's policy on Information Technology Use.
- 8.6 When an employee's employment ceases with the Town, all drawings, correspondence, documents and all other Town property/assets which are in the employee's possession or control, are to be returned to the Town unless otherwise purchased from the Town. Employees may retain samples of their work with written consent from their direct supervisor.

9. CONFIDENTIALITY

- 9.1 Employees may be privy to confidential information and/or personal information concerning the affairs of the Town, employees, elected officials or members of the community. Employees may also have access to confidential information and/or personal information by reason of their duties and responsibilities with the Town. Employees are entrusted with this information, and are expected to ensure it is safeguarded from unauthorized disclosure or access in accordance with the Code of

Conduct, the Town's policy on the Collection and Use of Employee Information, as well as the Municipal Freedom of Information and Protection of Privacy Act.

- 9.2 Employees must not use, divulge, diffuse, sell, transfer, give, circulate, distribute or otherwise make public any confidential and/or personal information. Confidential and/or personal information may only be used or disclosed in order to permit the employee to perform their duties and responsibilities associated with his/her position and where disclosure is necessary and proper in the discharge of the Town's functions.
- 9.3 If an employee is unsure of whether the information is confidential or personal, they are to contact their supervisor or The Manager of HR Services for direction prior to making any release.

10. MEDIA RELEASES

- 10.1 The media play an important role in providing the public with news and information about the Town, and in reporting on the public's views and opinions of the Town. Unless explicitly authorized by the Town, employees are prohibited from revealing discussing or making any comments on internal policies, procedures, activities, strategies, e-mail or other internal/external communications or any other confidential matters to the media, or on social media.
- 10.2 Media inquiries are to be referred to the Manager of Communications in the C.A.O.'s office. The Manager of Communications will assist in the preparation of a response to be shared with the media. The Manager of Communications may respond directly to the media on behalf of the Town provided approval has been given to do so, or he/she may refer the media to the appropriate departmental spokesperson.

11. POLITICAL INVOLVEMENT & MEMBERSHIP ON BOARDS/COMMITTEES

11.1 Running for Public Office

- a. Employees may exercise their civic right to run for public office, in accordance with legislative requirements.
- b. Where an employee wishes to run for Council in the Town of Ajax, he/she must first seek an unpaid leave of absence for the period between the day the employee is nominated and ending on voting day, pursuant to subsection 30(1) of the Municipal Elections Act. If the employee is elected, he/she will be understood to have resigned from their employment with the Town immediately before taking his/her elected seat on Council, pursuant to subsection 30(4) of the Municipal Elections Act.

11.2 Involvement in Political Campaigns

- a. Employees are entitled to exercise their right to support or be involved in the political campaign of a municipal, provincial or federal candidate or party, provided they do so on personal time and do not hold themselves out as a representatives of the Town. However, employees must be and appear to be politically neutral in their official duties in order to sustain public trust in local government.
- b. Employees are permitted to participate in electioneering, canvassing or actively work in support of a political candidate or party provided they do so outside of normal working hours or during an authorized leave of absence with or without pay for this

purpose (i.e. vacation, lieu time, unpaid leave). Such activity must be as a citizen and not as, or appear to be as a representative of the Town. Examples of campaigning include telephone and e-mail solicitation, distribution of brochures, or the display of campaign signs on their personal property and the wearing of candidate buttons. Candidate buttons however, must not be worn while at work.

- c. To maintain a positive public opinion of the Town, employees are expected to avoid expressing their personal views on matters of political controversy or on Town policy or administration if the comment is likely to impair public confidence in the Town. If there is any doubt about whether a statement is appropriate, employees should contact their supervisor for further discussion.

11.3 Political Contributions

- a. Employees must not use Town funds, goods, services, or Town property/assets to make political contributions.

11.4 Membership on Boards or Committees

- a. The Town encourages employees to take part in community activities. However, it is important to bear in mind that such service may, at times, place the employee in a real or perceived conflict of interest situation. As a member of a community board or external committee, the employee must continually assess his/her involvement and expected decision making responsibilities in light of his/her employment with the Town. It may be necessary to resign from a Board or Committee if that body has a direct role with the Town.
- b. To ensure the existence and appearance of objectivity, employees should not participate in decisions or votes that would create, or be seen to create, a conflict of interest as outlined herein.

12. WORK OF A PERSONAL NATURE

- 12.1 Employees in positions of authority, or who have supervision responsibilities, shall not require other employees to perform work of a personal nature.

13. OTHER EMPLOYMENT

- 13.1 Employees work hard and are dedicated to ensuring the Town's success in meeting its goals in the community. To ensure continued commitments to service levels, employees are expected to avoid other employment, business activity or other undertakings as follows:
 - a. While on duty with the Town;
 - b. That interferes with the performance of his/her duties for the with Town;
 - c. That creates a Conflict of Interest as outlined herein;
 - d. That is in conflict with a by-law, policy, plan or objective of the Town or that is in any way contrary to the interests of the Town;

- e. From which the employee derives some form of benefit by virtue solely of his/her employment with the Town;
 - f. That directly competes with the services offered by the Town for which there is a charge for providing such service, unless the Department Head has given permission in writing to do so. Refer to Section 17 on Disclosure.
- 13.2 Other employment means working for another employer, being self-employed, or working and/or volunteering for a charitable/volunteer organization which results in receiving or being eligible to receive profit, payment of compensation or other benefits from that employer or charity.
- 13.3 If an employee is unsure as to whether or not the carrying out of any other employment, business activity or other undertaking would create an interference, conflict or improper benefit, the employee must seek guidance from his/her supervisor, Department Head or The Manager of HR Services.
- 13.4 Example of inappropriate forms of other employment may include, but are not limited to situations similar to the following:
- An employee holds a real estate broker's license. He/she makes or receives calls from clients or escorts clients on site visits during his/her normal working hours with the Town.
 - An employee through his/her duties and responsibilities with the Town, has occasional dealings with a local contractor, and seeks to act as a subcontractor to that contractor.
 - An employee who works late into the evenings on a second job, and consistently arrives late to work with the Town and/or his/her performance is below the minimum standards acceptable.
 - An employee is absent from work on approved sick leave and engages in work for another employer (including self-employment).

14. NEPOTISM

- 14.1 An employee who is aware that a relative or person with whom they have a close personal relationship has the potential to be hired or assigned to a position that could result in a direct or indirect supervisory reporting relationship, or be in a position to influence the career or employment activities of such person, must advise HR Services that a potential conflict may exist. HR Services will meet with the employee and the hiring manager to determine the best course of action to be taken under the circumstances presented.
- a. A "close personal relationship" would be defined as a relationship wherein, you and the individual socialize on a regular basis and may be described as being "best friends" or where you consider the individual to be "family" even though you are not related.
- 14.2 The Town will manage conflicts of interest based on family and spousal relationships in a manner that is consistent with the Town's Hiring Policy and with the Ontario Human Rights Code.
- 14.3 Refer to the Hiring Policy for more information on Nepotism and conflict of interest.

15. BUSINESS RELATIONSHIPS

- 15.1 Employees are expected to maintain a standard of integrity above challenge in all business relationships both inside and outside the Town. All business relationships, including those with suppliers, contractors and consultants, must be kept at arms length so as not to create an impression of impropriety.

16. CONFLICT OF INTEREST

- 16.1 Even the slightest impression of impropriety or conflict of interest whether direct or indirect, can have a devastating effect on the Town's business and/or reputation. Employees are encouraged to familiarize themselves with the types of situations that could give rise to a perception of a conflict of interest and to handle themselves, accordingly. The avoidance of actual and perceived conflicts of interest is essential to ensuring we fulfill our obligations to the public and each other. Employees must report any real, potential or perceived conflicts of interest to their supervisor immediately.
- 16.2 Conflicts of Interest must be reported in writing, by completing the Code of Conduct Disclosure & Authorization Form (F-014) which can be found on the DMS, in "Corporate Policies and Forms" folder under "Forms".
- 16.3 A conflict of interest arises when an employee's direct or indirect personal interests interfere with, or might reasonably be seen by others to interfere with his/her ability to make decisions and otherwise fulfill his/her employment duties in the interests of the Town.
- a. A direct personal interest exists when an employee has a potential for personal gain, and an indirect personal interest exists when an employee's relative or a person with whom an employee has a close personal relationship has a potential for personal gain.
- 16.4 A conflict of interest whether direct or indirect exists where the employee could influence the decision made in the course of performing his/her job duties, and also where he/she could influence the decision through exerting personal influence over the decision-maker, which results or appears to result in:
- a. An interference with the impartial exercise of an employee's duties and responsibilities for the Town; or
- b. A gain or an advantage by virtue of an employee's position with the Town. Common examples of areas of potential conflicts of interest may include (but are not limited to) the following:
- Employees engage in private employment or render services for any person or corporation that has or may have business dealings with the Town; or
 - Using your position or knowledge to influence an approval process for direct or indirect personal gain. For example, influencing the approval process for a tender submitted by a family member or close personal friend (see Section 14.1(a) for definition of close personal friend); or not disclosing that your family member or friend has applied for a building permit that you are responsible for reviewing/approving/denying; or

- Where an employee or their family member or close personal friend, sell goods, materials or services to the Town without prior express written approval by the C.A.O. or his/her designate. Refer to the Conflict of Interest Section in the Standardized Bid Document.
 - Using your position to influence the recruitment process to ensure a specific applicant (not covered in Section 14) is interviewed or hired; or
 - Any conduct which may interfere with the best interests of the Town or the independent exercise of judgment.
- c. Employees should consider all of the following factors when making business decisions:
- Is this legal?
 - Is this fair, ethical, moral?
 - Would the Town's reputation be negatively impacted if this situation became public knowledge?
 - Would members of the community, fellow employees or third parties perceive this situation as a conflict of interest?
 - Will I or my family/friend benefit from this decision?

If you answer yes to any of the above factors, then you are to speak to your supervisor immediately and seek direction.

17. DISCLOSURE

- 17.1 When an employee is seeking authorization to attend an event, accept a gift, service, privilege, favour or entertainment of which the value is over \$100 as set out in Section 6.1(g), they are to complete the Code of Conduct Disclosure & Authorization Form (F-014) found on the DMS in "Corporate Policies and Forms" folder under "Forms". Once the form is completed, it is to be signed by the employee's Department Head, and a copy is to be sent to the C.A.O. and The Manager of HR Services.
- 17.2 When an employee has a conflict of interest then he/she shall report such to his/her supervisor and complete the Code of Conduct Disclosure & Authorization Form (F-014).
- 17.3 When an employee wants to directly compete with the services offered by the Town for which there is a charge for providing such service, the employee must complete the Code of Conduct Disclosure & Authorization Form (F-014) and receive approval prior to engaging in such service.
- 17.4 When an employee becomes aware of a violation or suspects a violation of the Code of Conduct (including an act of reprisal), he/she shall disclose the details of the situation, within the defined limits set out in this policy, by completing the Code of Conduct Violation/Reprisal Report Form (F1-014).

18. FREEDOM FROM REPRISAL

- 18.1 All employees will be guaranteed freedom from reprisal, harassment or other discriminatory practice as a result of exercising their obligation to report a breach or suspected breach under any section of the Code of Conduct, subject to Section 18.3.
- 18.2 If a retaliatory action occurs, the employee should report the action to The Manager of HR Services for investigation.
- 18.3 An employee found to have taken retaliatory action against another employee for reporting a breach or suspected breach of the Code of Conduct, shall be subject to disciplinary action up to and including termination for just cause.

19. HOW TO REPORT A VIOLATION AND/OR REPRISAL

- 19.1 An employee who knows of or suspects that a violation of the Code of Conduct has occurred, shall report the violation to his/her supervisor, Department Head, or The Manager of HR Services. The employee will be asked to complete the Code of Conduct Violation/Reprisal Report Form (F1-014) found in the DMS, under "Corporate Policies and Forms" in the "Forms" folder.
- 19.2 When a violation or suspected violation has been brought forward, the issue will be treated seriously and in confidence. An investigation will take place as soon as practicable depending on the circumstances of the violation and the individuals involved.
- 19.3 The Manager of HR Services will work with the applicable Department Head and/or other Town Official, and guide or take the lead in the investigation, depending on the circumstances. In the case of a complaint against a member of HR Services, the C.A.O. will guide the investigation. In the case of a complaint against the C.A.O., Council will work with the Manager of HR Services to determine the process for investigation.
- 19.4 In all cases, the Manager of HR Services shall be notified immediately of actual or suspected violations.
- 19.5 Due to the seriousness of an allegation that an employee has violated or is suspected of violating the Code of Conduct, it is to be clearly understood by all employees, that anonymous, unfounded and/or malicious allegations will not be tolerated, and if the initiator of such allegations is identified, appropriate disciplinary action will be taken up to and including termination of employment for just cause.
 - a. An employee who is identified on the form as the person completing the Code of Conduct Violation/Reprisal Report Form, and who knowingly files an unfounded and/or malicious complaint will be subject to discipline up to and including termination of employment for cause.
 - b. No disciplinary action will be taken when an employee who in good faith, reports a violation and/or suspects a violation of the Code of Conduct, and if through an investigation it is found there has not been a violation.

20. CONTRAVENTION

- 20.1 Failure by any employee to comply with the Code of Conduct may be subject to disciplinary action, up to and including termination of employment for just cause and/or action through the courts.

21. TERM

- 21.1 The Code of Conduct shall be in effect from the date of passage by Council and shall continue in effect from year to year. In accordance with ISO, a review of the Code of Conduct will be conducted annually.
- 21.2 Employees are responsible for reviewing the Code of Conduct from time to time to ensure they are in compliance. In addition, Employees are responsible for ensuring that they review the Code of Conduct when advised of any changes whether electronically, verbally, or when posted on notice boards.

This policy may be amended from time to time, and therefore, employees must ensure they check the DMS for the most current version.

APPROVED: GGC / / _____
(AUTHORITY) (DATE) (SIGNATURE)

Passed by Council on: _____

EMPLOYEE ACKNOWLEDGEMENT

I, _____ (print name) have reviewed and clearly understand the Code of Conduct and hereby agree to comply with all provisions as so stated. Furthermore, I am aware once signed (which can also be an electronic signature) a copy of the Code of Conduct signature page will be retained in my employee file in HR Services.

Employee Signature: _____ Dated: _____

CODE OF CONDUCT DISCLOSURE & AUTHORIZATION FORM

Request for Authorization

To: _____
C.A.O. or Department Head

Date: _____

Employee: _____ Job Title: _____

I wish to request authorization pursuant to the Code of Conduct Section 6.1 (g):

- Authorization to attend an event or accept gifts, services, privileges, favours or entertainment where the value of such will exceed \$100.00. The details of such are as follows:

Provide a description of the gift, service, privilege, favour, event or entertainment for which authorization is being sought and the date received, held or to be held (s in the case of an event or entertainment):

What is the approximate value: \$ _____

Name of the business or person providing the gift, service, privilege, favour, event or entertainment:

Business Name and/or Individual: _____

Have you received a gift, service, privilege, favour, or attended an event or entertainment in the past from this business/individual? ☐ Yes ☐ No If yes, provide details below.

Employee Signature

Date:

Approved: ☐ Yes ☐ No Comments from Department Head / C.A.O.

Department Head Signature / C.A.O.

Date:

Original to be sent to HR Services

Disclosure of Conflict of Interest

Date: _____

- Under your duties as a Fire Inspector, you learn that the dwelling you are responsible for inspecting is that of a family member;
- As part of your duties, you are required to review and approve tenders and you discover that a personal friend with whom you have a close relationship has submitted a bid for the tender in question;
- You are invited to sit on an interview panel and discover your relative has been selected for an interview;
- You have been asked to work part-time at a company that does business with the Town (i.e., a builder, a cleaning company, etc.).

[illegible]

DEPARTMENT HEAD AND/OR C.A.O. COMMENTS

RESOLVE THAT HAS BEEN AGREED TO BY THE PARTIES:

Department Head Signature

Date:

C.A.O.'s Signature

Date:

ACKNOWLEDGMENT AND UNDERSTANDING

I, _____ (Print Name), acknowledge that the resolve to this Conflict of Interest has been discussed with me, and further, that I understand the resolve and agree to abide by such.

Employee Signature

Date:

Original to be sent to HR Services

CODE OF CONDUCT

VIOLATION/REPRISAL REPORT FORM

To: _____
C.A.O. or Department Head

Date: _____

Employee: _____ **Job Title:** _____

☐ I am aware of a violation of the Code of Conduct

☐ I suspect there has been a violation of the Code of Conduct

□ Reprisal

If you are completing this form because you feel you or someone else has been reprimanded against as a result of reporting a violation, please check the "Reprisal" box.

Name of Employee(s) and their Position/Department alleged to have violated the Code:

Date of Alleged Violation (if known): _____

Please give as much detail as possible to clearly outline the violation that has occurred or you suspect may have occurred. If extra space is needed please add an extra page(s).

[illegible]

Besides yourself, are there any other employees who are aware of the alleged violation? If so, please provide the names, job position and department.

Have you made your Supervisor/Department Head aware of this alleged violation?

☐ Yes ☐ No

Have you made any other staff member of management aware of this alleged violation?

☐ Yes ☐ No If yes, whom did you make aware and when:

By signing this form, I acknowledge that I have accurately detailed what I believe to be true.

Employee Signature

Date:

**Upon completion, please provide the original form to Human Resources
and keep a copy for your records.**

This Section to Be Completed By Human Resources or the C.A.O.

Date Received by Human Resources

Date Received by Department Head

Date Received by C.A.O.

Investigation to be undertaken by:

☐ Human Resources

☐ Chief Administrative Officer

☐ Council

Start date of Investigation: _____

Investigation Completed on: _____

Name of Individual Completing this Section: _____

Results of investigation will be detailed in a separate report.

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Rob Ford, CPA, CMA, AMCT
Interim CAO

PREPARED BY: Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

SUBJECT: **Pan/Parapan American Games Incremental Services Transfer
Payment Agreement (Municipal Services Agreement)**

WARD(S): All

DATE OF MEETING: June 4, 2015

REFERENCE: **GGC Report – July 4, 2013 - TO2015 Facility Agreement**

RECOMMENDATION:

- 1) That Council authorize the Mayor and Clerk to execute the Pan/Parapan American Games Incremental Services Transfer Payment Agreement for the provision of the incremental levels of services that are required to stage the Games, attached as Appendix 'A' to this report.
- 2) That Council authorize staff to finalize negotiations with Province of Ontario and make minor amendments to the Pan/Parapan American Games Incremental Services Transfer Payment Agreement, attached as Appendix 'A' to this report, prior to its execution by the Mayor and Clerk.

BACKGROUND:

In 2013, the Town entered into the TO2015 Facility Use Agreement covering the construction, overlay, facility use and maintenance, and post game legacy requirements of the Sportsplex Ball Diamonds for use in the 2015 PanAm ParapanAM Games for Softball and Baseball. The Town is now ready to enter into the Pan/Parapan American Games Incremental Services Transfer Payment Agreement (also known as Municipal Service Agreement or MSA), with the Province of Ontario, for the provision of the incremental levels of services that are required to stage the Games.

DISCUSSION:

This agreement covers costs related to the staging of the Games, outside of the fenced venue, that are incremental to the current level of service. The services are limited in nature and very specific to the delivery of the games. Included costs, with estimates are:

Cost	Description	Estimate
Way finding signage – installation only	Signage is provided by the Ministry of Transportation for Region/Town installation. The majority of signage will be on regional roads with minimal requirements on Town roads	\$0
Regulatory / Advisory Signage	Traffic Signage and barriers at: Audley and Rushworth, Audley and Rossland, Williamson and Stokes. In addition, no parking/stopping signs will be located along the Games Route Network (Rossland and Audley)	\$38,000
Traffic Management – Venue Vicinity	Traffic and parking management for both the restricted and patrol zones in the residential neighbourhood adjacent to venue. Includes contracted by law enforcement staff and no parking signs. Car window hangers will be recovered under the facility agreement.	\$13,900
Bicycle Corral	Volunteers will provide bicycle parking and valet service for the cycling public. The corral will be secured by fencing and contain bicycle racks for storage. A shade structure will be available for the volunteers.	\$6,200
Volunteer Insurance	Volunteer's accidental injury, death and dismemberment policy for 600 volunteers who will be active in the Ajax community for the duration of the games.	\$1,800
Estimated Total		\$59,900

Further, there will be an allowance for contingency funding for Extraordinary Incremental Service which provides a mechanism to recover costs for a provided service during the Games without seeking an amendment of the Agreement. Processes includes forms and authorization of service will be implemented to allow for recovery.

FINANCIAL IMPLICATIONS:

The Town currently manages various budgets and agreements related to the delivery of the Pan Am Games:

- 2015 Operating budget of \$419,600; fully funded by Strategic Initiatives Reserve
 - Includes costs for banners, event production, volunteers, etc.
- Facility Agreement
 - Executed in 2013 and covers the terms of use for the Fields and Audley Recreation Centre during the Games by TO2015; defines eligible costs and includes shared capital costs for the Sportsplex Ball Diamonds and Artificial Turf.
- Municipal Services Agreement
 - Staging costs, outside of the park venue, outlined above. The costs included in this agreement are fully recoverable from the Province.

Under the MSA agreement, the Town will submit full recovery of all costs incurred related to the identified services, however there is potential financial risk which is inherent with provincial requirements for funding. The agreement will set a maximum provincial funding level that if exceeded will be funded by the Town through the Strategic Initiatives Reserve. Additionally, all costs will be subject to provincial audit with cost recovery at the Province's sole discretion.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

The execution of the Pan/Parapan American Games Incremental Services Transfer Payment Agreement will allow for the Town to recover estimated costs of \$59,900 incurred during the staging of the Games.

ATTACHMENTS:

ATT-1: Pan/Parapan American Games Incremental Services Transfer Payment Agreement

Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

Rob Ford, CPA, CMA, AMCT
Interim CAO

**PAN/PARAPAN AMERICAN GAMES INCREMENTAL SERVICES
TRANSFER PAYMENT AGREEMENT**

THIS AGREEMENT (the “Agreement”) for the funding by the Province of incremental levels of services required by the 2015 Pan American and Parapan American Games (the “Games”) is made as of April 1, 2015 (“Effective Date”)

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister Responsible for the 2015 Pan and Parapan American Games (the “Province”)

AND

[Legal Name of Recipient] (the “Recipient”)

**AND FOR LIMITED
PURPOSES:**

**Toronto Organizing Committee for the 2015 Pan American
and Parapan American Games (“TO2015”)**

BACKGROUND:

- A. The Province, Canada, the City of Toronto, the Canadian Olympic Committee, the Canadian Paralympic Committee and TO2015 are parties to the Multi Party Agreement, an agreement that identifies each party’s responsibilities for the Games (the “MPA”). The MPA assigns the responsibility for planning, organizing, promoting, financing and staging the Games to TO2015. A copy of the MPA can be found at <http://www.toronto2015.org/about-us/reference-documents>.
- B. The MPA also establishes the basic principles applicable to the provision of incremental services to the Games. These principles include (i) the provision of normal levels of services to the Games at no cost to the Games, (ii) the allocation of normal levels of staff resources for the required services in such a way as to accommodate maximum deployment to the Games, deployment that does not result in any incremental cost impact is to be provided at no cost to the Games and, subject to agreement, (iii) the provision of the incremental levels of services requested by TO2015.
- C. TO2015 and the Province agreed that, relying on the needs identified by TO2015 and the expertise provided by TO2015 and provincial ministries, the Province would assume the lead role in negotiating and providing funding for the provision of the incremental levels of services that are required to stage the Games.

This Agreement sets out the terms and conditions applicable to the funding by the Province of the incremental services described in Schedule “A” (the “Project”).

CONSIDERATION: In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province, the Recipient and TO2015 agree as follows:

ARTICLE 1 - INTERPRETATION AND DEFINITIONS

1.1 Interpretation.

- (a) For the purposes of interpretation:
 - (i) words in the singular include the plural and vice-versa;
 - (ii) words in one gender include all genders;
 - (iii) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
 - (iv) any reference to dollars or currency shall be to Canadian dollars and currency; and
 - (v) "include", "includes" and "including" denotes that the subsequent list is not exhaustive.
- (b) In the event of a conflict between the terms of a Schedule and the main body of the Agreement, the terms of the main body of the Agreement shall govern unless the terms of the applicable Schedule specifically state otherwise. Capitalised words and phrases used in a Schedule shall have the meaning set out in the main body of the Agreement, unless separately defined in the Schedule.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into among the Province, the Recipient and TO2015 and includes all of the schedules listed in section 19.13 and any amending agreement entered into pursuant to section 20.2.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business. Notwithstanding the foregoing, from July 3, 2015 through August 17, 2015 Business Day means any day of the week Monday to Sunday inclusive and includes the Civic Holiday on Monday August 3, 2015.

"Compliance Declaration" means a declaration in the form set out in Schedule "D".

"Contingency Funds" are funds that are only available for costs incurred for the delivery of Extraordinary Incremental Services during Games' Time. Contingency Funds are identified in Schedule "B".

"Cost Submission" means the Report required from the Recipient to obtain Funds. The elements of a Cost Submission are identified in Schedule "C".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Extraordinary Incremental Services" are services that meet the criteria set out in subsection 4.6.

"Funding Year" means: (i) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and (ii) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement and includes Contingency Funds.

"Games" means the 2015 Pan American and Parapan American Games.

"Games' Time" means the periods of July 7 to August 15, 2015.

“Maximum Funds” means the maximum amount of funding available under this Agreement. Maximum Funds are identified in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Other Games-related Agreements” means any agreement between the Recipient and TO2015 to which the Province is not a party, other than this Agreement. Other Games-related Agreements include trade mark licensing, venue rental, facility, sponsorship, services, and designation program agreements.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Planning Document(s)” means the document or documents identified in Schedule A as the planning document(s) applicable to a Service.

“Project” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “C” and such other reports as may be required from time to time by the Province pursuant to this Agreement.

“Service” means a service identified in Schedule “A” and “Services” means more than one Service.

“Timelines” means the timelines for the delivery of a Services set out in the applicable Planning Document or otherwise in Schedule “A”.

ARTICLE 2 - REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is, and shall continue to be for the term of the Agreement, in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both;
- (d) any information or Reports the Recipient has provided or provides to the Province in support of its request for funds (including, but not limited to, information relating to the development of the Budget, a Cost Submission and a Compliance Declaration) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- (e) it will provide the normal level of the Services and, subject to s. 4.6, the normal level of Extraordinary Incremental Services to the Games at its own cost;
- (f) it will not recover, nor seek to recover, under this Agreement any costs arising out of a discretionary event put on by, or sponsored by, the Recipient or a third party;
- (g) it will not profit, nor seek, to make a profit, on the Project;
- (h) it will not recover, nor seek to recover, under this Agreement any costs related to a Recipient's obligations in respect of the provision of services that the Recipient has agreed to provide under Other Games-related Agreements;
- (i) it will deploy its staff and resources so as to minimize the need for the Services and service levels identified in Schedule “A” as well as any Extraordinary Incremental Services; and
- (j) it will ensure that the Services and any Extraordinary Incremental Services required under the Project will be provided to the Recipient's usual Service delivery standards and without interruption for the applicable Timelines.

- 2.2 **Execution of Agreement.** The Recipient represents and warrants that it has the full power and authority to enter into the Agreement and it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms for the Recipient;
 - (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
 - (e) procedures to enable the Recipient to complete the Project successfully;
 - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 - TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2016 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 - FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** Subject to the terms of this Agreement, the Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient subject to the receipt of a Cost Submission acceptable to the Province by the due date set out in Schedule "C"; and
 - (c) deposit the Funds into an account designated by the Recipient provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide Funds until it is satisfied with the progress of the Project and with any Cost Submission;
 - (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may reduce the amount of the Funds and, in consultation with the Recipient, change the Project or terminate the Agreement pursuant to section 13.1.
- 4.3 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project in accordance with the applicable Planning Documents and the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) subject to subsection 4.4 and 4.6, spend the Funds only in accordance with the Budget.
 - (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any other third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Budget.** Recognizing that a Recipient's actual costs for a Service may be more or less than the Budget

cost for that Service, the Recipient may move budgeted funds between line items within the Budget, as long as the Budget Subtotal Before Contingency on Schedule "B" does not change and provided that such change is consistent with the Recipient's obligations in section 4.3 of this Agreement and the terms and conditions of this Agreement. This Budget flexibility does not extend to any funds allocated to Contingency.

- 4.5 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines or the Budget without the prior written consent of the Province, except for the changes permitted under subsections 4.4 and 4.6 of this Agreement.

4.6 **Contingency Funds and the Games' Time Delivery of Extraordinary Incremental Services**

- (a) Notwithstanding anything else in this Agreement the Contingency Funds are available solely for the purpose of enabling a Recipient to deliver an Extraordinary Incremental Service during Games' Time without seeking an amendment of the Agreement from the Province in advance of delivering the Extraordinary Incremental Service.
- (b) An Extraordinary Incremental Service means:
- (i) a service level beyond the service level identified in Schedule "A"; or
 - (ii) a new service not identified in Schedule "A",
- that
- (iii) is not a service funded under an Other Games-related Agreement;
 - (iv) is not a service funded under another agreement with the Ontario government or a third party;
 - (v) cannot be delivered within the Budget without access to the Contingency Funds; and
 - (vi) is not a fire, emergency medical or municipal transit service or related service.
- (c) A claim for funding the delivery of an Extraordinary Incremental Service must, in the sole discretion of the Province, be reasonable, justifiable and evidence-based. It must be submitted as part of a Cost Submission and must include the following information together with supporting evidence satisfactory to the Province:
- (i) evidence of a Games' Time request or approval from an authorized TO2015 or provincial ministry personnel at a level equivalent to a Director or higher, to provide the Extraordinary Incremental Services;
 - (ii) a description of the Extraordinary Incremental Service, the scope, the start and end dates of service delivery together with an indication of whether the Extraordinary Incremental Services is an increase in a service level required under Schedule A or an entirely new service not provided for in Schedule "A";
 - (iii) If a new service, confirmation that the Recipient provided the normal level of the service without cost, could not avoid costs through maximum deployment and is only seeking funding for the incremental cost of the incremental level of the service;
 - (iv) confirmation that the Extraordinary Incremental Services were not funded by a third party and were provided in accordance with the Agreement, including the applicable Planning Documents;
 - (iv) evidence of the basis on which the cost for delivering the Extraordinary Incremental Services was established; and
 - (v) the actual cost incurred by the Recipient to provide the Extraordinary Incremental Service, less cost savings from maximum deployment of staff and resources as well as any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, refund or funding from a third party.
- (d) The Province will review all claims for Contingency Funding of Extraordinary Incremental Services. Provided that the Province is satisfied that the claim meets the criteria set out above, then the Province will fund the claim from the Contingency Funds.

- 4.7 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.8 **Interest.** If the Recipient earns any interest on the Funds, the Province may deduct an amount equal to the interest from any further payment of Funds or demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.10 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 - ACQUISITION OF GOODS OR SERVICES

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money.

ARTICLE 6 - CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where the Recipient or any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient shall disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 - REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by the Province from time to time;
 - (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
 - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the

Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises or attend at the Service delivery locations to review either or both of the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

- 7.4 **Independent Confirmation of Service Delivery.** In addition to the rights set out in 7.3, the Province may take such additional steps as the Province determines is necessary, including the provision of copies of any Report to TO2015 or another provincial ministry to obtain confirmation that the Services for which a Cost Submission is made were delivered as required by this Agreement.
- 7.5 **Disclosure.** To assist in respect of the rights set out in section 7.3 and 7.4, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.6 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

ARTICLE 8 - COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** When acknowledging the support of the Province, the Recipient shall do so in a form and manner acceptable to the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, including written, oral, or visual, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- 8.3 **Publicity.** In the event that either of the Recipient or TO2015 intend to communicate with the media in relation to this Agreement, each of the Recipient and TO2015 agree to notify the Province in a timely manner and prior to any such communications.
- 8.4 **Connection to Games.** The Recipient acknowledges that it cannot imply any connection between the Project and the Games in its branding, marketing, website or otherwise, other than as permitted under a Non Commercial Trademark Licensing Agreement with TO2015, unless it has received the prior written permission of TO2015. For greater clarity, implying a connection with the Games may include (i) using the following words or expressions in association with the Project: "Pan Am", "Pan American", "Parapan", "games" and/or "2015"; (ii) implying that the Project is funded by TO2015 or the Games; and (iii) using any official marks or symbols of TO2015 or the Games or any confusingly similar marks or symbols in connection with the Project.
- 8.5 **Comply with TO2015 Conditions.** If TO2015 grants permission pursuant to subsection 8.4, the Recipient shall comply with any conditions required by TO2015.
- 8.6 **Other Project Participants including Subcontractors.** The Recipient will ensure that its subcontractors and other participants involved with the Project comply with the requirements of this Article. The Recipient acknowledges that any limited rights of association that may be permitted by TO2015 are solely for use by the Recipient unless TO2015 specifies otherwise.

ARTICLE 9 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** Each of the Province, the Recipient and TO2015 acknowledges that the Province, the Recipient and TO2015 are bound by freedom of information and protection of privacy legislation and that any

information provided to any of the Province, the Recipient or TO2015 in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that legislation.

ARTICLE 10 - INSURANCE

- 10.1 **Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain.

ARTICLE 11 - TO2015

- 11.1 **Role.** TO2015 agrees that it
- (a) has identified the Services and the levels of Services required for the Games;
 - (b) hereby requests that the Recipient provide the Services required for the Games; and
 - (c) will assist the Province with confirming the provision of the Services and undertake such other due diligence with respect to Cost Submissions as the Province reasonably requires.
- 11.2 **Confirmation.** TO2015 agrees that by executing this Agreement and any amendment to the Agreement that changes a Service or a level of Service, it is representing, warranting and covenanting that the Services and levels of Service funded under this Agreement:
- (i) do not include any services required to be provided by the Recipient under any Other Games-related Agreement; and
 - (ii) meet the needs of the Games as those needs are understood at the time of execution of the Agreement and any subsequent amendment to the Agreement.
- 11.3 **Limited Application.** TO2015 acknowledges and agrees that its rights and obligations under this Agreement are limited. For greater clarity, TO2015 acknowledges that the Province and the Recipient may amend any provision(s) of this Agreement other than the description of a Service or a level of Service, or Articles 1, 3, 9, 11, 18, 19, 20 and sub articles 8.3, 8.4, 8.5 and 8.6 without the consent of TO2015, such consent not to be unreasonably withheld.

ARTICLE 12 - TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:
- (a) cancel all further payments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and
 - (ii) subject to section 4.9, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 - TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make

pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further payments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 - EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement: (i) carry out the Project; (ii) use or spend Funds; or (iii) provide Reports in accordance with section 7.1;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; and
- (d) the Recipient ceases to operate.

14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further payments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of the particulars of the Event of Default and the Notice Period.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in

sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 - FUNDS AT THE END OF A FUNDING YEAR

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions: (a) demand the return of the unspent Funds; and (b) adjust the amount of any further payments of Funds accordingly.

ARTICLE 16 - FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 - REPAYMENT

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Ministry provides Funds in excess of the funds to which the Recipient is entitled under the Agreement, the Ministry may deduct an amount equal to the excess Funds from any further payments of Funds or demand that the Recipient pay an amount equal to the excess Funds to the Ministry.
- 17.2 **Debt Due.** If, pursuant to the Agreement:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided in section 18.1.

ARTICLE 18 - NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province, the Recipient or TO2015 as set out below:

To the Province:

Pan/Parapan American Games
Secretariat
777 Bay Street 18th Floor
Toronto, ON M7A 1S5

Attention: John Gerritsen
Director, Finance, Risk and
Games Support

Email: John.Gerritsen@Ontario.ca

To the Recipient:

[insert name and address of
Recipient]

Attention: [insert contact person's
name and position]

Fax: [insert]

Email: [insert]

To TO2015:

Toronto Organizing Committee for the 2015
Pan American and Parapan American Games
Corus Quay
25 Dockside Drive – 7th Floor
Toronto, M5A 0B5

Attention: Barbara Anderson
Chief Financial Officer

Fax: 416-957-3999

Email: Barbara.Anderson@Toronto2015.org

- 18.2 **Notice Given.** Notice shall be deemed to have been received in the case of postage-prepaid mail, seven days after it is mailed, or in the case of email, personal delivery or fax, at the time it is received.
- 18.3 **Postal Disruption.** Despite section 18.2, in the event of a postal disruption Notice by postage-prepaid mail shall not be deemed to be received; and the Province, TO2015 and the Recipient shall provide Notice by email, personal delivery or by fax.
- 18.4 **Receipt on a non-Business Day.** Despite section 18.2, if a Notice is received on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.

ARTICLE 19 – OTHER PROVISIONS

- 19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient shall comply with such terms and conditions.
- 19.2 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 19.3 **Waivers in Writing.** If any one of the Province, the Recipient or TO2015 fails to comply with any term of the Agreement, that entity may only rely on a waiver of another entity if the other entity has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 19.4 **Independent.** Each of the Province, the Recipient and TO2015 acknowledge that it is not an agent, joint venturer, partner or employee of the others, and agrees that it shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

- 19.5 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 19.6 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on each of the Province, the Recipient and TO2015, its heirs, executors, administrators, successors and permitted assigns.
- 19.7 **Governing Law.** The Agreement and the rights, obligations and relations of the Province, the Recipient and TO2015 shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.
- 19.8 **Agreement into Effect.** Each of the Province, the Recipient and TO2015 shall provide such further assurances as the others may request from time to time with respect to any matter to which the Agreement pertains, and shall otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 19.9 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.
- 19.10 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 19.11 **Acknowledgement.** The Recipient acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario including the *Broader Public Sector Accountability Act*, the *Public Sector Salary Disclosure Act, 1996 (Ontario)* and the *Auditor General Act (Ontario)*.
- 19.12 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,
- the Province may suspend the payment of Funds for such period as the Province determines appropriate.
- 19.13 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule “A” - Project Description;
 - (b) Schedule “B” - Budget;
 - (c) Schedule “C” – Reports and Payment of Funds; and
 - (d) Schedule “D” - Compliance Declaration
- 19.14 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement Article 1 and any other applicable definitions, section 4.2(d), 4.9, Article 7, Article 8, Article 10, Article 11, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 19 and Article 20.
- 19.15 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Province, the Recipient and TO2015 with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 20.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. Notwithstanding the foregoing, if the amendment modifies any one or more of Article 1, Article 3, sub Articles 8.3, 8.4, 8.5 or 8.6, Article 9, Article 11, Article 18, Article 19, Article 20, a Service or a level of Service set out in Schedule A or otherwise adds rights or obligations applicable to TO2015, the Agreement may only be amended by a written agreement duly executed by the Parties and TO2015.

The Province, the Recipient and TO2015 have executed the Agreement on the dates set out below.

**Toronto Organizing Committee for the 2015
Pan American and Parapan American Games**

[Enter Legal Name of Recipient]

By:

By:

I have authority to bind TO2015
Saâd Rafi,
Chief Executive Officer

I have authority to bind the Recipient.

Name and Title: _____

Date: _____

Date: _____

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister
Responsible for the 2015 Pan and Parapan
American Games

By:

Nancy Mudrinic, Assistant Deputy Minister
Finance, Risk and Games Support Division
Pan/Parapan American Games Secretariat

Date: _____

SCHEDULE "A" - Project Description

The Project is composed of the provision of the Services at the levels of Service set out in this Schedule “A” on the terms and conditions set out in the Agreement including this Schedule A.

[illegible]

	BUDGET SUBTOTAL BEFORE CONTINGENCY:		\$ xxxxxxx
X.	Contingency for Extraordinary Incremental Services (see subsection 4.6)		\$yyyyyyy
	MAXIMUM FUNDS AVAILABLE		\$ zzzzzzz

	BUDGET SUBTOTAL BEFORE CONTINGENCY:		\$ xxxxxxx
X.	Contingency for Extraordinary Incremental Services (see subsection 4.6)		\$yyyyyyy
	MAXIMUM FUNDS AVAILABLE		\$ zzzzzzz

SCHEDULE "C" – REPORTS AND PAYMENT OF FUNDS

NAME AND DESCRIPTION OF REPORT	DUE DATE
<p>1. Cost Submission.</p> <p>(a) A Cost Submission will:</p> <ul style="list-style-type: none"> (i) identify the Services and Extraordinary Incremental Services and costs for which funding is sought; (ii) include evidence satisfactory to Province that the Services and the Extraordinary Incremental Services were delivered and the costs incurred; and (iii) include a Compliance Declaration. <p>(b) A Cost Submission that seeks Contingency Funding for Extraordinary Incremental Services will include all information and evidence required by sub section 4.6(c).</p>	<p>On or before October 30, 2015.</p>
<p>2. Final Project Report. The form and content requirements of the Final Project Report will be provided by the Province.</p>	<p>On or before October 30, 2015.</p>
<p>3. Reports specified from time to time.</p>	<p>On a date or dates specified by the Province.</p>

SCHEDULE "D" – Form of Compliance Declaration

COMPLIANCE DECLARATION

Issued pursuant to the Incremental Services Transfer Payment Agreement for the funding by Province of Services required for the 2015 Pan American and Parapan American Games effective [insert date before Agreement is executed] (the "Agreement")

To: **HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as represented by the Minister Responsible for the 2015 Pan and Parapan American Games

From: [insert legal name of Recipient] (the "Recipient")

Date: [insert date]

Re: **Cost Submission dated [insert date]** (the "Submission")

The Recipient has authorized me, by resolution or by-law dated [insert date], to declare to you as follows:

After making inquiries of the Recipient's [insert position of person responsible for ensuring that the Recipient fulfills its obligations under the Agreement - e.g. Chief Administrative Officer] and other appropriate personnel and subject to any exceptions identified on an appendix added to this Declaration of Compliance if required, the Recipient declares that it is in full compliance with the Agreement.

Without limiting the generality of the foregoing, the Recipient confirms that

- (i) the Services and Extraordinary Incremental Services for which funding is sought in the Cost Submission were provided in accordance with the Agreement, including the applicable Planning Documents, and do not include any services that the Recipient is required to provide under Other Games-related Agreements;
- (ii) the costs identified in the Cost Submission reflect the actual cost incurred by the Recipient to provide the Services and the Extraordinary Incremental Services, less cost savings from maximum deployment of staff and resources as well as any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, refund or funding from a third party;
- (iii) the Recipient exercised its discretion in determining whether to make the Cost Submission; and
- (iv) the Cost Submission is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement.

[insert name and title of authorized individual],

SCHEDULE "D" Cont'd: Appendix to the Declaration of Compliance

Exceptions

The Recipient declares that it is in full compliance with the Agreement, other than as set out below and for the identified reasons.

Exception	Reason for Non-Compliance	Intended Mitigation Activities

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

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

SUBJECT: Indexing of Municipal Development Charges

WARD(S): All

DATE OF MEETING: June 4, 2015

REFERENCE: n/a

RECOMMENDATION:

That the report on Indexing of Municipal Development Charges be received for information.

BACKGROUND:

On September 9th, 2013, Council passed Development Charge By-law No 81-2013 under section 12 of the Development Charges Act, 1997.

Section 13 of By-law 81-2013 states: "The development charges referred to in Schedule "B" shall be adjusted annually, without amendment to this by-law, commencing on July 1, 2014, and annually thereafter on July 1, while this by-law is in force, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics".

DISCUSSION:

The Statistics Canada Non-Residential Building Construction Price Index for the period of March 2014 to March 2015, as released on May 12, 2015 indicates an increase of 2.1%.

The change to the Town of Ajax Development Charges is summarized below:

Town of Ajax Development Charges	Current	Increase	Effective July 1, 2015
<u>Residential</u>			
Single & Semi-detached	\$14,911	\$313	\$15,224
Apts. Two or more bedrooms	\$8,377	\$175	\$8,552
Apts. Less than two bedrooms	\$5,050	\$106	\$5,156
Other Dwellings (eg. Townhouses)	\$11,664	\$245	\$11,909
<u>Non-Residential - per square foot</u>			
Commercial / Institutional / Industrial	\$4.62	\$0.10	\$4.72

Effective July 1, 2015, all Building Permits issued after June 30, 2015 will be subject to the new Development Charge rate.

FINANCIAL IMPLICATIONS:

The purpose of annual indexing is to reflect the current economic environment and the change in cost of capital projects which are identified in the 2013 DC Background Study.

COMMUNICATION ISSUES:

Staff will prepare a brochure outlining the upcoming July 1, 2015 indexing of Development Charges, which will be available at the Finance and Planning and Development Departments. A summary of the total Development Charges including the Town, Region and Board of Education portions will be posted on the Town website.

CONCLUSION:

Residential and Non-Residential Development Charges levied by the Town of Ajax are being indexed by 2.1% in accordance with By-law number 81-2013.

Dianne Valentim, B.Comm, CPA, CGA

Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

TOWN OF AJAX REPORT



REPORT TO: Council

SUBMITTED BY: Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

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

SUBJECT: Completed Capital Accounts, April 30, 2015

WARD(S): All

DATE OF MEETING: June 4, 2015

REFERENCE: N/A

RECOMMENDATION:

That Council approve the funding transfers from the April 30, 2015 capital account closings to/from the Reserves.

Reserve / Reserve Fund	Transfers to	Transfers from	Net
Strategic Initiatives Reserve	(46,358.44)	28,050.54	(18,307.90)
Building Maintenance Reserve	(21,992.54)		(21,992.54)
Roads Maintenance Reserve	(24,785.05)		(24,785.05)
General Infrastructure Reserve	(198,510.85)	2,434.49	(196,076.36)
Vehicle / Equipment Replacement Reserve	(118,079.27)	3,773.99	(114,305.28)
Capital Contingency Reserve	(496.16)	31,553.39	31,057.23
Development Reserve	(13,584.67)	18,613.40	5,028.73
2013 DC Reserve Fund		92,959.03	92,959.03
2008 DC Reserve Fund		2,378.78	2,378.78
Total	(423,806.98)	179,763.62	(244,043.36)

BACKGROUND:

The Financial Sustainability Plan identifies a report to Council on the results of capital account closings. There are typically three capital account closings annually. This is the first closing

report for 2015 and indicates, on a project by project basis, the specific transfers and balances required for capital project accounts which have been completed or cancelled.

DISCUSSION:

Attachment 1 is a listing that shows the capital accounts closed as of April 30, 2015 and their balances. Balances are returned to the Reserve(s) that was the source of the original funding.

FINANCIAL IMPLICATIONS:

The balances of the capital accounts to be transferred to/from reserves are as follows:

Transfer to	(\$423,806.98)
Transfer from	<u>\$179,763.62</u>
Net	(\$244,043.36)

CONCLUSION:

The presentation of this report to Council complies with the requirements of Corporate Policy 120, the Financial Sustainability Plan.

ATTACHMENTS:

ATT – Closed Capital Projects as of April 30, 2015

Dianne Valentim, B. Comm, CPA, CGA
Senior Financial Analyst

Sheila Strain, CPA, CGA
Interim Director of Finance/Treasurer

ATTACHMENT 1

CLOSED CAPITAL PROJECTS AS OF April 30, 2015

ACCT	PROJECT NAME	Year Approved	Approved Budget	Additional / Unbudgeted Funding Approved (Note 1)	Expenditures	Project Balance	Note	Transfer	Reserve / Reserve Fund
OFFICE OF THE CAO									
942311	Intranet Redesign	2013	(30,000.00)		29,408.65	(591.35)		(591.35)	Vehicle / Equipment Reserve
TOTAL OFFICE OF THE CAO			(30,000.00)	-	29,408.65	(591.35)		(591.35)	
Legislative & Information Services									
918311	Electronic Records Management	2011	(310,000.00)		264,946.71	(45,053.29)		(45,053.29)	Vehicle / Equipment Reserve
940511	GIS Server Upgrade	2012	(30,000.00)		14,923.28	(15,076.72)		(15,076.72)	Vehicle / Equipment Reserve
943211	Online Services	2013	(20,000.00)		-	(20,000.00)		(20,000.00)	Strategic Initiatives Reserve
952111	Workstation Replacement - 2014	2014	(45,000.00)		43,298.37	(1,701.63)		(1,701.63)	Vehicle / Equipment Reserve
952211	Wireless Expansion	2014	(35,000.00)		15,327.37	(19,672.63)		(19,672.63)	Strategic Initiatives Reserve
952311	Server Virtualization	2014	(30,000.00)		23,314.19	(6,685.81)		(6,685.81)	Strategic Initiatives Reserve
952711	Hardware Upgrade/Replacement	2014	(96,000.00)		82,191.28	(13,808.72)		(13,808.72)	Vehicle / Equipment Reserve
TOTAL Legislative & Information Services			(566,000.00)	-	444,001.20	(121,998.80)		(121,998.80)	
OPERATIONS & ENVIRONMENTAL SERVICES - OPERATIONS									
955011	Pedestrian Bridge Replacement Millers Creek	2014	(120,000.00)		41,162.47	(78,837.53)		(78,837.53)	General Infrastructure Reserve
955611	Operations Replacement Equipment#626-0	2014	(207,500.00)		198,664.21	(8,835.79)		(8,835.79)	Vehicle / Equipment Reserve
955711	OPS - Replacement Equip Unit#12502	2014	(65,000.00)		57,124.80	(7,875.20)		(7,875.20)	Vehicle / Equipment Reserve
961311	Emergencny Repair - Fairall St Rail Crossing Repl	2014			12,887.90	12,887.90	2	12,887.90	Capital Contingency Reserve
962011	Storm Sewer Repairs	2014			18,665.49	18,665.49	2	18,665.49	Capital Contingency Reserve
TOTAL - OPERATIONS			(392,500.00)	-	328,504.87	(63,995.13)		(63,995.13)	
OPERATIONS & ENVIRONMENTAL SERVICES - ENVIRONMENTAL SERVICES									
922611	Waterfront Park East	2011	(50,000.00)		36,415.33	(13,584.67)		(13,584.67)	Development Reserve
944711	Walkway Lighting Replacement - 2013	2013	(50,000.00)		30,529.01	(19,470.99)		(19,470.99)	Roads Maintenance Reserve
953511	BMT - Replacement Equip Unit#14000	2014	(55,000.00)		58,404.33	3,404.33	1	3,404.33	Vehicle / Equipment Reserve
953811	ENV - Replacement Equip Unit#697-1	2014	(75,000.00)	(34,281.44)	108,781.38	(500.06)	1	(500.06)	Vehicle / Equipment Reserve
954011	ENV - Replacement Equip Unit#649-3	2014	(20,000.00)		18,286.28	(1,713.72)		(1,713.72)	Vehicle / Equipment Reserve
954111	ENV - Replacement Equip Unit#877-1	2014	(160,000.00)		156,053.95	(3,946.05)		(3,946.05)	Vehicle / Equipment Reserve
955411	Line Painting Various Parking Lots	2014	(40,000.00)	24,916.99	9,768.95	(5,314.06)	1	(5,314.06)	Roads Maintenance Reserve
961011	Additional Equipment - Bucket Truck	2014		(174,349.89)	174,719.55	369.66	1	369.66	Vehicle / Equipment Reserve
TOTAL ENVIRONMENTAL SERVICES			(450,000.00)	(183,714.34)	592,958.78	(40,755.56)		(40,755.56)	
OPERATIONS & ENVIRONMENTAL SERVICES - INFRASTRUCTURE									
945911	Storm Pond Condition Assessment	2013	(50,000.00)		49,223.35	(776.65)		(776.65)	General Infrastructure
954311	Kinsmen Park Parking Lot Paving	2014	(50,000.00)	(7,161.24)	53,702.22	(3,459.02)		(3,459.02)	General Infrastructure
954511	Playground Replacement Program	2014	(350,000.00)	(17,755.75)	370,190.24	2,434.49		2,434.49	General Infrastructure
954611	Infrastructure - Replacement Equipment #12006/12008	2014	(60,000.00)		55,290.65	(4,709.35)		(4,709.35)	Vehicle / Equipment Reserve
954711	Asphalt Walkway Maintenance	2014	(278,000.00)		205,914.88	(72,085.12)		(72,085.12)	General Infrastructure
955111	ACC Teniis Court Upgrade	2014	(270,000.00)		226,647.47	(43,352.53)		(43,352.53)	General Infrastructure
961511	Sportsplex Playground Drainage	2014		(38,478.67)	37,982.51	(496.16)		(496.16)	Capital Contingency Reserve
TOTAL - INFRASTRUCTURE			(1,058,000.00)	(63,395.66)	998,951.32	(122,444.34)		(122,444.34)	

ATTACHMENT 1

CLOSED CAPITAL PROJECTS AS OF April 30, 2015

ACCT	PROJECT NAME	Year Approved	Approved Budget	Additional / Unbudgeted Funding Approved (Note 1)	Expenditures	Project Balance	Note	Transfer	Reserve / Reserve Fund
RECREATION & CULTURE - FACILITIES									
956011	Floor Care Machine Replacement	2014	(22,300.00)		19,734.94	(2,565.06)		(2,565.06)	Vehicle / Equipment Reserve
956311	Village Arena - Refrigeration	2014	(25,000.00)		20,053.83	(4,946.17)		(4,946.17)	Building Maintenance Reserve
957311	ACC - Pad 3&4 Refrigeration	2014	(310,000.00)		292,953.63	(17,046.37)		(17,046.37)	Building Maintenance Reserve
TOTAL RECREATION & CULTURE - FACILITIES			(357,300.00)	-	332,742.40	(24,557.60)		(24,557.60)	
PLANNING & DEVELOPMENT									
914811	Carruthers Trail - Kerrison/Rossland	2010	(375,000.00)		406,745.22	31,745.22	1	2,937.49	Development Reserve
								26,428.95	2013 DC Reserve Fund
								2,378.78	2008 DC Reserve Fund
926711	Church St - Taunton to Rossland	2011	(385,000.00)		412,526.93	27,526.93	1	3,646.52	Development Reserve
								23,880.41	2013 DC Reserve Fund
949511	Traffic Calming - PBR Emperor	2013	(115,000.00)	(20,657.46)	163,708.00	28,050.54	1	28,050.54	Strategic Initiatives Reserve
949911	Audley Rd - Design - Taunton Rd - CPR	2013	(75,000.00)		129,679.06	54,679.06	1	12,029.39	Development Reserve
								42,649.67	2013 DC Reserve Fund
953411	Building Maintenance - Replacement Equipment	2014	(45,000.00)		35,075.40	(9,924.60)		(9,924.60)	Vehicle / Equipment Reserve
959211	ENG - Repl Equip Unit#12003/12004	2014	(60,000.00)		58,222.27	(1,777.73)		(1,777.73)	Vehicle / Equipment Reserve
TOTAL PLANNING & DEVELOPMENT			(1,055,000.00)	(20,657.46)	1,205,956.88	130,299.42		130,299.42	
BALANCE TO BE TRANSFERRED / FUNDED			(3,908,800.00)	(267,767.46)	3,932,524.10	(244,043.36)		(244,043.36)	

Note 1 All projects requiring additional funding have been reported to Council and/or CAO

Note 2 Emergency Repair

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

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

PREPARED BY: Nadia Sukovski
Sr. Economic Development Officer

SUBJECT: Easement in Favour of Veridian – 40 Westney Road North

WARD: 2

DATE OF MEETING: June 4, 2015

REFERENCE: N/A

RECOMMENDATION:

That Council permit the transfer of a permanent easement over a portion of 40 Westney Road North in favour of Veridian Corporation for the purpose of relocating a hydro pole.

BACKGROUND:

The Region of Durham is currently undertaking modifications to Highway 2 through the Town of Ajax and City of Pickering to accommodate future traffic and transit services, as per the Highway 2 Transit Priority Measures Class EA Study that is a part of the Region's Long Term Transit Strategy implementation plan. A component of this project includes modifications to the north-south roadways (Whites Road, Liverpool Road and Westney Road). Westney Road, in particular, is being widened from 275 m north and 225 south of Highway 2.

As a result of this construction, one hydro pole located on Westney Road north of Highway 2 must be relocated further back to the property line. To facilitate this relocation, Veridian requires an easement over the southeast corner of the Town-owned 40 Westney Road North (Fire hall). Figure 1 illustrates the location of the proposed easement.



Figure 1. 40 Westney Road North – Proposed Easement Location

DISCUSSION:

Staff from Fire & Emergency Services, Operations & Environmental Services and Engineering were consulted to evaluate the feasibility of Veridian's easement request.

Operations & Environmental Services has identified that one mature tree on the property must be removed to accommodate the installation of the hydro pole at the proposed location. To compensate for the loss of this tree, staff have requested payment in the amount of \$500 to be used towards the planting of new trees on the property in Fall, 2015. Veridian is in agreement with this request.

No other concerns were identified by staff.

FINANCIAL IMPLICATIONS:

Veridian has agreed to provide compensation in the amount of \$500 for the loss of one mature tree that will be removed as a result of the proposed relocation of the hydro pole. These funds will be used to plant new trees on the property in Fall, 2015.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

Staff are supportive of granting Veridian a permanent easement over a portion of 40 Westney Road North to facilitate the relocation of a hydro pole that has been affected by road works being undertaken by the Region of Durham.

Nadia Sukovski
Sr. Economic Development Officer

Lisa Hausz,
Manager of Business Development & Marketing

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

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director of Operations and Environmental Services

PREPARED BY: Dave Meredith
Director of Operations and Environmental Services

SUBJECT: Lease Agreement
2280 Greenwood Road

WARD(S): 1

DATE OF MEETING: June 4th, 2015

REFERENCE: N/A

RECOMMENDATION:

1. That the Mayor and Clerk be authorized to execute the lease agreement attached as Appendix 'A' to this report.

BACKGROUND:

The Town of Ajax owns a single family detached dwelling adjacent to the Greenwood Conservation Area. Access to this 1,200 square foot bungalow is from Greenwood Road.

Since 2000, this dwelling has been leased to a Town of Ajax staff member. In addition to this dwelling serving as a primary residence, the tenant is also responsible to provide general surveillance, and provide assistance to park users from time to time, and report any issues or concerns to Durham Region Police Services or the Town's Park Security Contractor.

FINANCIAL IMPLICATIONS:

The Town of Ajax will generate \$13,800.00 annually based on the terms and conditions of the lease.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

It is the recommendation of staff that Council authorize the execution of the lease agreement, attached as Appendix 'A' to this report.

Dave Meredith
Director of Operations and Environmental Services

RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT made effective as of the 1st day of June, 2015.

BETWEEN:

THE CORPORATION OF THE TOWN OF AJAX
65 Harwood Avenue South
Ajax, Ontario
L1S 2H9
(the "Landlord")

- and -

WAYNE BURKE
2280 Greenwood Road
Ajax, Ontario
L1T 4S4
(the "Tenant")

Whereas the Landlord is in control and management of the Rental Premises and leases the Rental Premises from time to time to its employees.

And Whereas the Tenant is an employee of the Landlord.

1. Address of Rental Premises

The rental premises (hereinafter referred to as the "Rental Premises") is : single family dwelling located at:
2280 Greenwood Road, Ajax, Ontario, L1T 4S4.

2. Term

The term of this Agreement shall be as follows:

Month-to-month tenancy commencing on July 1, 2015.

3. Rent

The rent for the Rental Premises shall be \$1,150.00 per month, and shall be payable in advance on or before the first day of each month. The first month's rent shall be payable on July 1, 2015.

4. Rental Increases

The Landlord and Tenant acknowledge that the rent will not be raised more often than once every twelve (12) months and that the annual increase shall be 5%.

5. Rent Deposit

Not applicable.

6. NSF Cheque Charges

The Landlord and Tenant Board may, upon application by the Landlord, determine the amount of compensation owed to Landlord for any NSF cheque charges.

7. Occupants

Only the Tenant, his children and his partner shall occupy the Rental Premises.

Except for casual guests (who may stay up to 5 consecutive days unless otherwise consented to in writing by the Landlord), no other persons shall occupy the Rental Premises without the Landlord's written permission.

8. Utilities, Services & Appliances

- (a) The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Provided by	
	Landlord	Tenant
Electricity	X	
Gas / heating		X
Well/Septic	X	
Telephone		X
Cable TV		X
Garbage pick-up	X	
Trash receptacles		
Lawn care		
Snow removal		
Laundry facilities		
Window coverings		X
Smoke detector batteries		X
Parking stall(s)		
Security card(s)		
Other <i>[specify]</i> :		

- (b) Appliances will be supplied and maintained in working order as indicated below:

Appliance	Provided by	
	Landlord	Tenant
Stove		X
Refrigerator		X
Washer		X
Dryer		X
Dishwasher		X

Furnace	X Landlord to make major repairs or replace	Tenant responsible for minor repairs and maintenance.
Hot water heater	X	
Other <i>[specify]</i> :		

9. Landlord's Obligation to Provide and Maintain Premises

The Landlord shall provide and, subject to the Tenant's obligation to provide general maintenance as set out below, maintain the Rental Premises in a good state of repair and fit for habitation and in compliance with municipal health, safety, and maintenance standards.

If for any reason, the Landlord is unable to deliver vacant possession of the Rental Premises to the Tenant on the date the Tenant is entitled to have possession, the Landlord shall not be subject to any liability for failure to deliver possession, and shall deliver possession as soon as it is possible to do so. Rent shall not be charged until the Landlord has delivered vacant possession to the Tenant.

10. Tenant's Covenants

The Tenant covenants with the Landlord as follows:

- (a) to pay the rent when due;
- (b) to use the Rental Premises only as a residential dwelling, and not carry on or permit to be carried on any business, professional or commercial enterprise in the Rental Premises. The Tenant shall not use or permit the Rental Premises to be used for any illegal purpose;
- (c) to pay all utility bills, except hydro, as the same become due and to keep all utility services active at all times during the term hereof;
- (d) to maintain the Rental Premises in a clean and orderly condition including general or day to day maintenance but not major capital repairs or replacement;
- (e) to notify the Landlord immediately of the presence of household pests in the Rental Premises;
- (f) to not install any additional heating or cooling units or alter the electrical wiring in any way without the prior written consent of the Landlord;
- (g) to insure the contents against loss by fire, theft, vandalism, liability or similar perils and to deliver proof of said insurance to the Landlord, upon request. The Tenant understands and acknowledges that the Landlord's insurance coverage does not insure against loss of Tenant's personal property on the Premises due to fire, theft, vandalism, liability or other causes;
- (h) to use due diligence and care to maintain the chattels, appliances and fixtures;
- (i) to not allow any activity or permit any condition to exist on the Rental Premises that may create a fire, health or safety hazard;
- (j) to not disconnect or tamper with any heat, smoke or carbon monoxide detectors, fire alarms, door closers, or any other safety equipment installed in the Rental Premises by the Landlord. The Tenant is responsible for inspecting the smoke detector(s) within the Rental Premises every six (6) months

to ensure that they are in proper working order and to immediately notify the Landlord in writing if a smoke detector is not working properly;

- (k) to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner;
- (l) to not use any radio antenna, television antenna or satellite dish located outside of the interior of the Rental Premises without the prior written approval of the Landlord;
- (m) to take due precautions against freezing of water or waste pipes and stoppage of the same in and around the Rental Premises. If water or waste pipes become clogged by reason of the Tenant's neglect, carelessness or willful misconduct, the Tenant shall repair the same at his own expense and pay for all damages caused;
- (n) to notify the Landlord immediately of any items in the Rental Premises in need of repair;
- (o) to not make, permit or allow any improper noise to be made in or about the Rental Premises, or perform or permit any act which may disturb, annoy or interfere with the rights, privileges or interests of neighbours;
- (p) to not display any sign, advertisement or notice, in or about the Rental Premises, except for campaign posters during a Federal, Provincial or Municipal election without prior permission from the Landlord;
- (q) to not make any alterations, improvements or decorating, either interior or exterior, to the Rental Premises without the prior written consent of the Landlord. If any such alterations are made without the Landlord's consent, the Landlord may undertake to restore the Rental Premises to the condition they were in before the alterations were made, and may charge the Tenant the entire cost of the restorations. Upon the Tenant vacating the Rental Premises, all such alterations shall become the property of the Landlord, without payment of compensation to the Tenant;
- (r) to leave the Rental Premises in the same condition as it was in at the beginning of the term, other than normal wear and tear. Any and all damage, other than normal wear and tear, will be repaired by the Landlord at the expense of the Tenant.
- (s) To provide general surveillance of the adjacent park area and report any issues or concerns to Operations and Environmental Services or Durham Region Police Services.

11. Repair of Damage

The Tenant shall be responsible for the repair of any damage caused by the willful or negligent conduct of the Tenant or other occupants, guests or visitors of the Rental Premises. Repairs for which the Tenant is responsible may be made by the Landlord and shall be charged to the Tenant, or may be made by the Tenant, with the prior written approval of the Landlord.

12. Moving

The Tenant's personal property shall only be taken into or removed from the Rental Premises at a time and in a manner that has been agreed to by the Landlord. The Tenant shall reimburse the Landlord for all damages to the Rental Premises caused by moving the Tenant's personal property into or out of the Rental Premises.

13. Keys & Locks

The Tenant shall be furnished with keys to the Rental Premises and shall return all such keys to the Landlord when vacating the Rental Premises. The Tenant may request locks to be changed at the time of

taking possession, or at any other time, and the Tenant shall pay the Landlord's actual costs for replacing the locks. The Tenant agrees to not change any lock or install any additional lock, burglar alarm or other security device without the written consent of the Landlord. The Tenant agrees that any locks or security devices installed by Tenant shall become the property of Landlord upon the expiration of this Lease. The Landlord shall not change any locks on the rental property without providing the Tenant with replacement keys.

14. Landlord's Right to Enter

Provided that written notice has been given to the Tenant at least twenty-four (24) hours prior to the time of entry, The Landlord shall have the right to enter the Rental Premises to (i) carry out repairs, or (ii) allow a potential tenant or Toronto and Region Conservation Authority to view the Rental Premises. Such notice must specify the reason for entry, the intended date of entry, and a time between the hours of 8:00 AM and 8:00 PM. Notice is not required to be given in cases of emergency or if the Tenant consents to the entry at the time of entry.

15. Notice of Termination

If the Landlord wishes to terminate the tenancy, it must give notice in writing to the Tenant in accordance with the *Residential Tenancies Act*, depending on the reason for the termination. If the Tenant wishes to terminate the tenancy he must give the Landlord sixty (60) days written notice of termination. For the purpose of giving notice under this provision, February is considered to have 30 days.

16. Holding Over

If, after a notice of termination is given, the Tenant remains in possession without the Landlord's consent, the Landlord may apply to the Landlord and Tenant Board for compensation for any damage and compensation for use and occupation after termination.

17. Assignment or Subletting

The Tenant shall not assign or sublet all or any part of the Rental Premises. The Landlord may assign this Lease and all of his/her rights and obligations hereunder without the Tenant's consent.

18. Optional Provisions

The following provisions are optional and may be used only if both parties agree. To be binding, the optional provision must be initialed by both parties and must not be inconsistent with the *Residential Tenancies Act*.

- (a) *Termination on Employment. The parties hereto acknowledge that the Landlord only leases the Rental Premises to its employees and that the Landlord would not otherwise enter into this Agreement. This Lease shall terminate upon the Tenant no longer being an employee of the Landlord in which event the Tenant shall vacate the Rental Premises within thirty (30) days of the date he ceases to be an employee of the Landlord.*

19. Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- (a) to maintain and make necessary major repairs to the heating, plumbing and electrical systems of the Rental Premises;

- (b) to pay all property taxes, levies, special assessments and other such charges on the Rental Premises when the same become due;
- (c) to pay all charges for hydro and to keep all hydro services active at all times during the term hereof;
- (d) to provide reasonable facilities for garbage disposal;
- (e) to keep the building adequately insured against loss or damage, which insurance does NOT include contents insurance coverage over the Tenant's personal property;
- (f) to maintain the Rental Premises [and the building] in a good state of repair and fit for habitation during the tenancy, and to comply with health, safety, housing and maintenance standards. Upon being notified by the Tenant that any items are in need of repair, the Landlord shall make any necessary repairs within a reasonable period of time. The Landlord shall not be held responsible for damages or personal discomfort resulting from a breakdown of the electrical, mechanical or heating systems or from any other matter which the Landlord, in exercising reasonable diligence, could not have known about or expected, or the cause for which is outside its reasonable control.

20. Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment of the Rental Premises at all times during the Tenant's occupancy of the Rental Premises and prior to the execution of an eviction order.

21. Damage, Partial or Total Destruction of Premises

If the Rental Premises are rendered totally unfit for occupancy by fire, flood, act of God, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Rental Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the Rental Premises bears to the whole of the Rental Premises. The Tenant shall not engage in nor permit any activity or action in or around the Rental Premises that may cause severe property damage.

22. Abandonment

In addition to the provisions of the *Residential Tenancies Act*, in the event the Tenant fails to take possession of the Rental Premises or vacates or abandons the Rental Premises, for more than seven (7) days, without giving proper notice to the Landlord, the Landlord may, without notice, re-enter and re-let the Rental Premises, without prejudice to its right to claim damages against the Tenant for unpaid rent or other losses or damages suffered by the Landlord.

23. Disposal of Tenant's Property

In accordance with the provisions of the *Residential Tenancies Act*, in the event the Tenant vacates, abandons or is evicted from the Rental Premises, the Landlord may sell, retain or otherwise dispose of any property found in or about the Rental Premises. The Tenant shall pay to the Landlord all costs incurred by the Landlord to store, remove and dispose of the property.

24. Notices

Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the Premises, or addressed to Tenant's last known residence address, or hand delivered, or placed in Tenant's mailbox addressed to Tenant at the Premises. If Tenant is more than one

person, then notice to one shall be deemed to be notice to all. The Landlord, any person managing the Premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

If to Landlord:
65 Harwood Avenue South
Ajax, Ontario
L1S 2H9
(905) 683-6880

25. Miscellaneous Provisions

- (a) *Binding Effect.* This Lease shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.
- (b) *Application of Statutes.* The parties agree that the provisions of the *Residential Tenancies Act*, shall apply to this Lease. In the event of any conflict between the terms of this Lease and the then current version of the *Residential Tenancies Act*, the then current version of the *Residential Tenancies Act* will prevail.
- (c) *Interpretation.* Wherever the singular and masculine are used in this Lease, the same shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made. Any reference to the Tenant in this Lease shall be deemed to include each of the Tenants and their respective heirs, executors and administrators, and all rights and obligations in this Lease shall be construed as being both joint and several.
- (d) *Provisions Severable.* In the event that any provision of this Lease shall be held invalid, such provisions shall be deemed severable and the remaining provisions hereof shall remain in full force and effect.
- (e) *Entire Agreement:* This Lease, together with any attachments or schedules hereto, constitutes the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by either of the parties hereto. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.
- (f) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereto attorn to the jurisdiction of the courts of such Province. Any reference to a statute in this Lease includes any subsequent amendment, replacement or substitution of that statute.

26. Acceptance of Premises

The Tenant acknowledges that he has inspected the Rental Premises, is satisfied with it and agrees to take the Rental Premises in an "as is condition". The Tenant acknowledges and agrees that the Rental Premises are in a good state of repair.

THIS AGREEMENT is intended to be a complete record of the rental agreement between the parties. Each of the parties shall retain one fully executed copy of this Agreement. All promises and agreements must be included herein in writing to be binding.

EXECUTED BY TENANT this day of , 2015.

Witness

Wayne Burke

EXECUTED BY LANDLORD this day of , 2015.

The Corporation of the Town of Ajax

Per: _____
Mayor

Per: _____
Deputy Clerk

We have authority to bind the Town

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Chris Addley
Supervisor of Fleet Services and Inventory

SUBJECT: **Contract Award – Supply & Delivery of a Single Axle Snow Plow**

WARD(S): All

DATE OF MEETING: June 4, 2015

REFERENCE: **Tender No. T15019 - Capital Account 971911**

RECOMMENDATION:

1. That Council awards the contract for the supply and delivery of a Single Axle Snow Plow to Tallman Truck Centre Limited in the amount of \$257,586.89 (inclusive of all taxes).
2. That Council approve funding of \$25,714.97 to be allocated to Capital Account No: 971911

Development Reserve	\$ 3,857.25
Development Charge Reserve Fund (2013)	<u>\$ 21,857.72</u>

Total \$ 25,714.97

3. That Council approve the following transfer from the closing of Capital Account No: 972011.
Operations Additional Equipment Mini Sweeper:

Development Reserve	\$ 21,700.00
Development Charge Reserve Fund (2013)	<u>\$128,300.00</u>

Total \$150,000.00

BACKGROUND:

The requirement to add a single axle snow plow to the Town's fleet has been identified in order to maintain the highest level of service for winter road maintenance to its residents.

In recent years, the Town has experienced approximately 5 kilometers of growth related roads on an annual basis. One single axle snow plow is typically responsible to maintain 20 kilometers during a winter event. This additional snow plow will be assigned to Operations and will be used for winter control on the Town's road system.

Town Staff are currently analyzing existing plow routes, and will be adding an additional route for the 2015/2016 winter season.

DISCUSSION:

Request for Tender (RFT) documents were issued to six prospective bidders with bids being received back from one of these, prior to the closing on April 28, 2015. Listed below is a summary of the bid received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Tallman Truck Centre Ltd.	\$257,586.89

The bid submitted by Tallman Truck Centre Ltd meets specification and reflects current market conditions for this type of equipment. Truck chassis are manufactured in the US and the rising exchange rate contributes to the increased cost of the Snow Plow.

FINANCIAL IMPLICATIONS:

Capital Account No. 971911 – Add'l Equip. – Single Axle Snow Plow

Approved Capital Budget		\$ 207,500.00
Contract (net of HST rebate)	\$ 231,964.97	
Additional Decals and Licensing	<u>\$ 1,250.00</u>	<u>\$ 233,214.97</u>
Over Budget		<u>\$ 25,714.97</u>

Partial funding for this Project will be made available by cancelling Capital Account No. 972011 for an additional Mini-Sweeper. The Capital Detail Sheet is attached for information.

Funding, not to exceed \$25,714.97, will be allocated from the Development Reserve and Development Charge Reserve Fund (2013).

COMMUNICATION ISSUES:

N/A

CONCLUSION:

It is the recommendation of Staff that Tallman Truck Centre Ltd. be awarded the contract for Additional Equipment Single Axle Snow Plow being the lowest bidder meeting minimum specifications.

ATTACHMENTS:

ATT-1: Capital Account No. 971911 – OPS – Add'l Equip. – Single Axle Snow Plow

ATT-2: Capital Account No. 972011 – OPS – Add'l Equip – Mini Sweeper

Chris Addley – Supervisor of Fleet Services and Inventory

Dave Meredith - Director, Operations and Environmental Services

TOWN OF AJAX
2015 CAPITAL BUDGET / 2016-2019 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Operations & Environmental Services
Section	Operations
Project Name	OPS-Add'l Equip-Snow Plow
Submitted By	Chris Addley, Supervisor Fleet & Inventory
Start Year	2015
Project Number	0971911

PROJECT DESCRIPTION / JUSTIFICATION

This additional snow plow will be assigned to the Operations Section and will be used on the Town's road system to assist in the Town's winter control operations. As the Town continues to grow, so do the requirements for additional equipment.

Between 2011 and 2015, the Town has experienced between 4 and 5 kilometres of roads annually. One single axle snow plow is typically responsible to maintain a 20 kilometre route in a plowing/salting event. To maintain existing service levels, as well as meet legislated requirements, the Town will require an additional snow plow for the 2015/2016 winter season.

This piece of equipment will feature a large cargo box area to accommodate a salt pre-wetting system with liquid holding tanks, as well as a GPS and on-board computer to hydraulically control salt application rates.

Reference:2013 DC Background Study, Ref. B-27, Items 3.

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	207,500					207,500
Development Reserve	30,100					30,100
Development Charges - 2013	177,400					177,400
Total Funding	207,500					207,500
Annual Operating Costs	3,100	6,200	6,200	6,200	6,200	

TOWN OF AJAX
2015 CAPITAL BUDGET / 2016-2019 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Operations & Environmental Services
Section	Operations
Project Name	OPS-Add'l Equip-Mini Sweeper
Submitted By	Chris Addley, Supervisor Fleet & Inventory
Start Year	2015
Project Number	0972011

PROJECT DESCRIPTION / JUSTIFICATION

In recent years, the Town has continued to grow, which has resulted in a significant increase in the volume of sidewalks, trails, parking lots, walkways and emergency access routes that have been added to the Town's infrastructure.

An additional mini-sweeper is required, to maintain existing service levels and help keep the Town clean of garbage and debris that collects in these high profile locations.

The mini-sweeper will meet or exceed diesel engine emission guidelines and will be assigned to the Operations Section. This section will utilize this piece of equipment on a daily basis during the spring and summer months to sweep and vacuum litter from sidewalks, parking lots, trails and easements.

Reference:2013 DC Background Study, Ref. B-27, Items 2

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	150,000					150,000
Development Reserve	21,700					21,700
Development Charges - 2013	128,300					128,300
Total Funding	150,000					150,000
Annual Operating Costs	2,400	4,800	4,800	4,800	4,800	

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations & Environmental Services

PREPARED BY: Ryan Cole
Capital Project Technologist, Operations & Environmental Services

Catherine Bridgeman
Manager, Infrastructure & Asset Management,
Operations & Environmental Services

SUBJECT: **Contract Award - Kinsmen Heritage Centre ~ Repairs**

WARD(S): All

DATE OF MEETING: Thursday, June 04, 2015

REFERENCE: Capital Account No. 967011 - Kinsmen Centre Repairs
RFP No. P15003 - Consulting Services ~ Foundation Repairs
RFQ No. Q15028 - Mold & Lead Remediation Services
RFT No. T15024 - Foundation Rehabilitation

RECOMMENDATION:

1. That Council award the contract for the Mold and Lead Remediation Services ~ Ajax Kinsmen Heritage Centre to FERRO Canada Inc., in the amount of \$71,190.00 (inclusive of all taxes).
2. That Council award the contract for the Foundation Rehabilitation ~ Ajax Kinsmen Heritage Centre to Heritage Restoration Inc., in the amount of \$75,872.72 (inclusive of all taxes).
3. That Council approve funding of \$96,449.09 to be allocated to Capital Account No. 967011 from Building Maintenance Reserve.

BACKGROUND:

The Kinsmen Heritage Centre is currently listed as a property of cultural heritage value and interest on the Town's Heritage Inventory.

The original owner of the land was William Hartrick, who built a farm house in 1852. The house, now known as the Kinsmen Heritage Centre, is located at Church Street and Rossland Road (see Figure 1).

The house is an excellent example of a Nineteenth Century rural Ontario farm house containing elements of classic revival and Ontario gothic styles. Some of the significant features are the decorative bargeboard on the front gable, the wood clapboard siding, the field stone foundation and the side and transom lights with classic architrave in the cornice moldings around the main entrance door.

In the early 1990's the home was slated for demolition as part of the residential subdivision development plan for the property. The Kinsmen, Kinettes, K-40's and K-Ettes adopted the historic Hartrick Farm House and adapted it for use as the new Kinsmen Community Centre. In 1995 an addition was constructed for use as a community meeting hall.

On March 21, 2014, the Kinsmen Club submitted a letter to the Town outlining their desire to terminate the Agreement with the Town and return the operation of the Kinsmen Heritage Centre to the Town. In subsequent meetings between the Kinsmen Club and Recreation & Culture staff, Kinsmen explained that the financial commitments to maintain and operate the Kinsmen Heritage Centre exceeded their capacity.

On April 10, 2014, Operations and Environmental Services staff conducted a visual non-invasive facility condition assessment of the Kinsmen Heritage Centre. This report identified the short and long term repair priorities for the facility. Items identified as short term priority, included the following:

- Foundation repairs on the existing heritage portion of the facility to stop water from infiltrating into the basement;
- Mold remediation in the basement area of the heritage portion of the facility;
- Remediation and repainting of the exterior paint on the heritage portion of the facility; and
- Replacement of the HVAC unit # 2 that serves the banquet area of the facility.

On February 26, 2015 the Town retained the professional consulting services of Remy Consulting Engineers Ltd, to review the condition of the existing foundation in order to produce and deliver contract documents for repair.

On April 10, 2015 Remy Consulting Engineers conducted investigative observatory openings using deconstructive methods to access the existing foundation wall assembly. The final report was submitted to the Town on April 15, 2015. The observations in the report outlined conditions that were previously concealed, unknown and unaccounted for. These items include:

- Substantial deterioration of the wood frame structure and insufficient framing of the northeast exterior wall which will require temporary structural shoring to facilitate reconstruction;
- The structural shoring will be intrusive to the main floor interior and require the replacement of drywall, paint, trim, electrical and mechanical services;
- The northeast foundation wall will require additional height and depth to accommodate the required structural framing reconstruction and waterproofing;
- The exterior unit pavers will have to be removed and reinstated to accommodate a new elevation to achieve a positive slope away from the building; and
- Disposal of existing soils around the foundation walls and replacement with new granular material.

DISCUSSION:

Following the staff review of the REMY report, it became evident that an increase in the scope of work was required, resulting in additional costs required to complete the recommended works.

Operations and Environmental Services staff were present during the site investigative observatory openings and are in agreement with the rehabilitation approach as recommended by

REMY Consulting Engineers Ltd.

It is the collective opinion of staff and REMY, that the rehabilitation shall occur at the earliest opportunity in order to mitigate the following;

- The foundation wall water infiltration will further erode the stone foundation mortar joints which will in turn weaken the structural integrity of the wall;
- The water infiltration is a significant contributor to the mold growth which has developed within the basement level;
- The lead paint peeling and absence will cause the exterior wood cladding to further deteriorate as a result of prolonged exposure to weather; and
- The heating ventilating and air-conditioning unit is intended to function as a backup additional heating and cooling system serving the banquet hall. The HVAC unit is not functioning at this time.

On April 14, 2015, the mold & lead remediation Request for Quotation (RFQ) documents were issued to fifteen prospective bidders with bids being received back from four of these, prior to the closing on May 6, 2015. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
FERRO Canada Inc.	\$ 71,190.00
Envirosafe Inc.	\$ 81,473.00
Alliance Environmental & Abatement Contractors Inc.	\$ 88,467.70
R-CHAD General Contracting Inc.	\$ 92,660.00

On May 12, 2015, the foundation rehabilitation Request for Tender (RFT) documents were issued to nine prospective bidders with bids being received back from three of these, prior to the closing on May 26, 2015. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Heritage Restoration Inc.	\$ 75,872.72
784437 Ontario Inc. o/a Snyder Construction	\$ 80,738.50
Bonico Restoration Ltd.	\$119,328.00

The remaining repair work identified in the Capital Detail Sheet include:

- Exterior paint on the heritage portion of the facility; and
- Replacement of the HVAC unit # 2 that serves the banquet area of the facility.

Operations & Environmental Staff have developed a construction cost estimate for each item, based on similar projects previously completed by the Town, as indicated below;

ITEM	ESTIMATE
Exterior Painting	\$ 25,000.00
HVAC Replacement	\$ 15,000.00

The Capital Expenditure Control Policy provides for a contingency in excess of 10% when recommended by the Department Head and approved by the Chief Administrative Officer. As specified in the Financial Implications section of this report, staff are recommending that Council approve a contingency amount of 20%.

This report and the contingency percentage has been reviewed and approved by the Chief Administrative Officer.

Moving forward with all of the repair work as outlined herein is essential to maintain the facility and preserve the Town's architectural and historical heritage.

With a rich history and picturesque grounds, the Kinsmen Heritage Centre repair will not only maintain the unique character of the facility, but it will present the Town with an opportunity to offer additional meeting space, neighborhood programs and rental accommodations.

Figure 1



FINANCIAL IMPLICATIONS:

Capital Account No.967011 – Ajax Kinsmen Centre Repairs

Approved Capital Budget		\$ 120,000.00
<i>Previous Awards / Expenditures</i>		
Consulting Services		
Contract (net of HST rebate)	\$ 8,649.60	
Contingency	<u>\$ 864.96</u>	
		<u>\$ 9,514.56</u>
Available Budget		\$ 110,485.44
<i>Current Awards</i>		
Foundation Rehabilitation		
Contract (net of HST rebate)	\$ 68,325.73	
Mold & Lead Remediation Services		
Contract (net of HST rebate)	\$ 64,108.80	
<i>Future Awards (Estimates)</i>		
Exterior Painting	\$25,000.00	
HVAC Replacement	\$15,000.00	
<i>Other</i>		
Project Contingency	<u>\$34,500.00</u>	<u>\$206,934.53</u>
Additional Funding Required		<u>\$ (96,449.09)</u>

A 20% project contingency has been allocated to this award to ensure sufficient funding is available to address potential risk factors that may be encountered during the construction process. Risk factors include:

- Site conditions different than those anticipated
- Poor weather conditions
- Existing utility conflicts encountered during the construction
- Environmental inspection and testing requirements

These risks can cause delays, necessitating additional material and labour associated with the construction.

Additional funding, not to exceed \$96,449.09, will be allocated from the Building Maintenance Reserve.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

Staff will work with corporate communications to develop a communication plan to ensure that the public is informed of the project progress and timelines.

CONCLUSION:

It is the recommendation of staff that FERRO Canada Inc. be awarded the contract for the Mold and lead Remediation Services ~ Ajax Kinsmen Heritage Centre, being the lowest bidder meeting minimum specifications.

It is the recommendation of staff that Heritage Restoration Inc. be awarded the contract for the Foundation Rehabilitation ~ Ajax Kinsmen Heritage Centre, being the lowest bidder meeting minimum specifications.

Ryan Cole
Capital Project Technologist, Operations & Environmental Services

Catherine Bridgeman
Manager, Infrastructure & Asset Management, Operations & Environmental Services

Dave Meredith
Director, Operations & Environmental Services

TOWN OF AJAX
2015 CAPITAL BUDGET / 2016-2019 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	Ajax Kinsmen Centre Repairs
Submitted By	Catherine Bridgeman, Manager of Infrastructure & Capital Projects
Start Year	2015
Project Number	0967011

PROJECT DESCRIPTION / JUSTIFICATION

The Ajax Kinsmen Centre was originally constructed in 1852 and a renovation was completed in 1994 to add a community banquet hall and washrooms to the facility. The Kinsmen Club divested their interest in this facility September 1st, 2014 and the Town has taken over operations of this facility. The Town conducted a Facility Condition Assessment and a Designated Substance Survey to determine priority repair items for this facility. The items listed below are some of the items that need to be replaced in 2015:

- Foundation repairs on the existing heritage portion of the facility to stop water from infiltrating into the basement.
- Mold remediation in the basement area of the heritage portion of the facility.
- Remediation and repainting of the exterior paint on the heritage portion of the facility.
- Replacement of the HVAC unit # 2 that serves the banquet area of the facility.

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	120,000					120,000
Building Maintenance Reserve	120,000					120,000
Total Funding	120,000					120,000

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Catherine Bridgeman
Manager, Infrastructure and Asset Management

SUBJECT: Contract Award – MCC Roof & Skylight Replacement

WARD(S): 2

DATE OF MEETING: June 4, 2014

REFERENCE: Capital Account 966411.5810

RECOMMENDATION:

That Council award the contract for the McLean Community Centre Roof Replacement, to Bothwell-Accurate Co.Inc. in the amount of \$939,453.75 (inclusive of all taxes).

BACKGROUND:

The McLean Community Centre located at 95 Magill Drive is a one storey building with a ground floor area of six thousand and five hundred square metres (6,500 sq.m). The building was constructed in two phases. Phase One which consists of roof areas 1-8 (as shown in Appendix A) was built in 1994. Phase Two consists of roof areas 9-13 (as shown in Appendix A – Roof Areas) and was built in 2000.

The McLean Community Centre Phase I Roof Construction, incorporated a significant array of skylights that provide natural light into the main corridor of this facility. In recent years, the skylights have started to fail, with water penetrating the facility and collecting along the floor, creating an unsafe condition for residents visiting this facility.

Understanding the need to replace/repair the skylight system in the near future the Town retained Bold Engineering in May 2013 to complete a detailed roof assessment of the McLean Community Centre. The review was undertaken to obtain an understanding of the present condition of the roofing systems with regards to deterioration and provide recommendations with respect to maintenance of the roof for state of good repair.

The report findings were based on interviews with staff, and a visual site inspection of the roof. These findings can be summarized as follows:

- the review revealed numerous past repairs in various areas' which suggest that the roofing system has sustained numerous leaks since installation.

- exposed membrane
- the roof consists of numerous pitch pans that have hardened

The assessment found the roofing system to be in poor to fair condition with numerous areas of past leakage. The typical useful lifespan of roofs of similar construction if properly constructed and maintained is 15-20 years. The existing roof is from original construction and has exceeded its useful life expectancy.

DISCUSSION:

Recognizing the need to repair the skylight system as well as replace the existing roof, staff have develop a two phased approach, with the roof replacement being identified as the first phase. Funding for the second phase, being the skylight repairs, has been captured as part of the project costs and will be presented to Council in a subsequent contract award later this year.

The Town undertook a Request for Pre-Qualification [RPQ] for Roofing Contractors in April 2015 for the MCC Roof Replacement Project. This RPQ resulted in the appointment of five Pre-Qualified Contractors.

Request for Tender (RFT) documents were issued to the five prequalified Roofing Contractors with bids being received back from four of these, prior to the closing on May 26, 2015. During the analysis of the four bids received, a number of arithmetical errors were discovered, resulting in a Corrected Total Tender Amount. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT	CORRECTED TOTAL TENDER AMOUNT
Bothwell-Accurate Co. Inc.	\$ 939,453.75	\$ 939,453.75
Semple Gooder Roofing Corporation	\$ 974,630.65	\$ 974,630.65
Eileen Roofing Inc.	\$1,073,387.00	\$1,073,500.00
Flynn Canada Ltd.	\$1,153,592.14	\$1,153,592.14

The Capital Expenditure Control Policy provides for a contingency in excess of 10% when recommended by the Department Head and approved by the Chief Administration Officer. As specified in the Financial Implications section of this report, staff are recommending that Council approve a contingency amount of 20%.

This report and the contingency percentage has been reviewed and approved by the Chief Administrative Officer.

FINANCIAL IMPLICATIONS:

Capital Account No. 966411 MCC Roof and Skylight Replacement

Approved Capital Budget		\$2,000,000.00
Contract (net of HST rebate)	\$846,007.20	
Contingency	\$169,201.44	
Testing and Inspection	\$30,000.00	<u>\$1,045,208.6</u>
Available		<u>\$954,791.36</u>

Available Budget will be used to complete the Tender Award for the MCC Skylight Replacement.

The 20% contingency will be used for any additional rigid insulation, removal and replacement of any loose paint and replace with new paint on the metal siding, and additional scaffolding, hoarding and tarping of the project area.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

A detailed communication strategy will be developed to inform facility users of the project. It is the requirement of the Contractor to provide site signage and construct a fence to maintained public safety. The staging area for the contractor equipment has been allocated in the back of the McLean Centre and will be fenced off from any public access.

The project is anticipated to start June 29, 2015 with an eight week construction timeframe.

Tarping for the pool ceiling will be completed after hours to minimize interruption to the facility users. Tarping is required to ensure that if any debris fall during the removal of the mechanical penetrations it is captured by the installed tarp.

CONCLUSION:

It is the recommendation of staff that Bothwell-Accurate Co. Inc be awarded the contract for MCC Roof and Skylight Replacement - 966411, being the lowest bidder meeting minimum specifications.

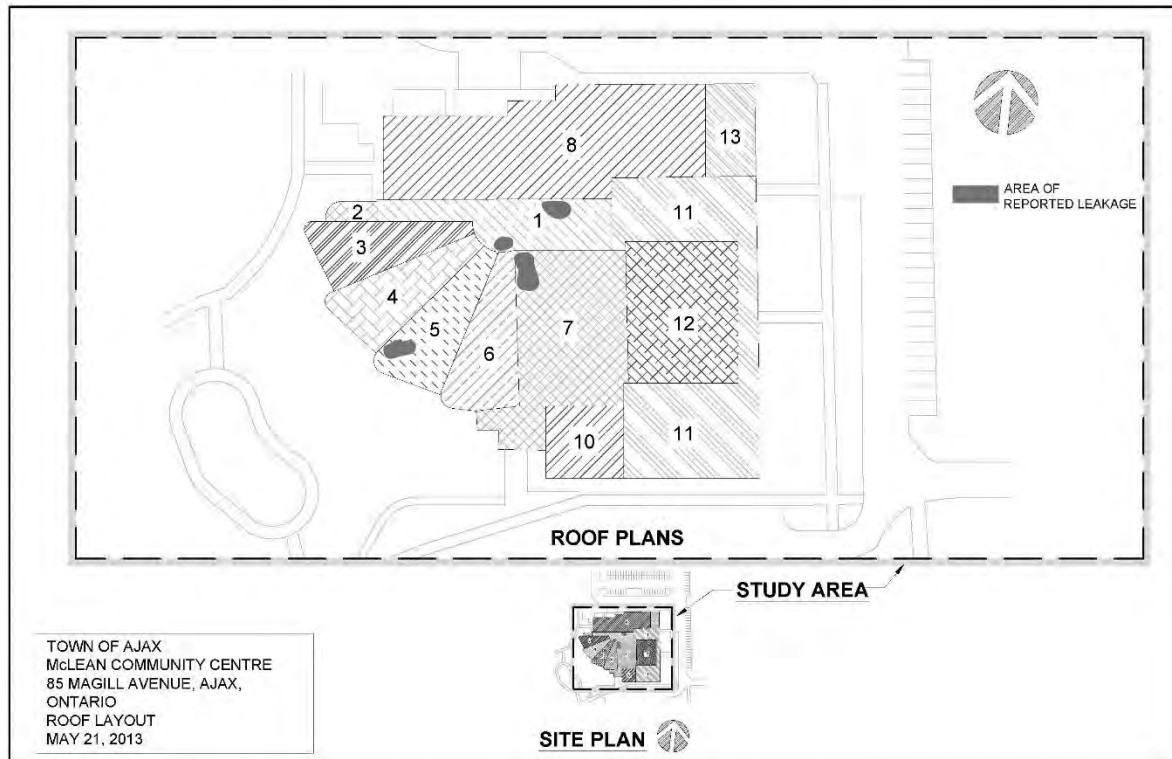
ATTACHMENTS:

ATT-1: Appendix A – Roof Areas

Catherine Bridgeman
Manager, Infrastructure and Asset Management

Dave Meredith
Director, Operations and Environmental Services

Appendix A – Roof Areas



TOWN OF AJAX
2015 CAPITAL BUDGET / 2016-2019 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	MCC - Roof and Skylight Repl
Submitted By	Catherine Bridgeman, Manager of Infrastructure & Capital Projects
Start Year	2015
Project Number	0966411

PROJECT DESCRIPTION / JUSTIFICATION

The McLean Community Centre Roof and Skylight Windows are key architectural features of this facility and are approximately 19 years old. In 2013, staff retained a consultant to prepare a condition assessment report of the roof assembly. The assessment identified the need to replace a number of roof assemblies that were constructed as part of the first phase of the McLean Community Centre. Design work was completed in 2014, with construction anticipated in the summer of 2015. The proposed scope of work would include replacement of the roof assemblies and skylights in the main lobby with a focus on energy conservation and building envelope performance.

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	2,000,000					2,000,000
Building Maintenance Reserve	2,000,000					2,000,000
Total Funding	2,000,000					2,000,000

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Catherine Bridgeman
Manager, Infrastructure and Asset Management

SUBJECT: **Contract Award – Consulting Services
Paradise Park Site Improvements**

WARD(S): 4

DATE OF MEETING: June 4, 2015

REFERENCE: **Capital Account - 966311**

RECOMMENDATION:

1. **That Council award the contract for Consulting Services to AECOM Canada Architects in the amount of \$119,554.00 (inclusive of all taxes).**

BACKGROUND:

In 2011, Council endorsed the Shoreline Improvement Strategy, which built upon many of the recommendations detailed in the Ajax Waterfront Management Plan (2005).

The Shoreline Improvement Strategy provided a number of recommendations relating to the enhancement of the ecological integrity of the Lake Ontario shoreline, while at the same time identifying active use opportunities, including provisions for a recreational swimming beach.

The following criteria was applied to various locations along the waterfront to determine the preferred beach location:

- beach cleanliness
- water quality and temperature
- program and quality of experience
- public safety
- accessibility and parking
- public amenities and comfort level
- habitat and ecological enhancement

Through the technical review, combined with input received through the stakeholder and public consultation process, it was clear that the beach location that best satisfied the above noted criteria was in the Pickering Beach Neighbourhood, in the vicinity of Paradise Park.

From a historical perspective, the Pickering Beach area has always had a close relationship with Lake Ontario. This former beachfront destination is one of the few locations along the Ajax waterfront where there is ready access to the lake, and features a long stretch of accessible sand and cobble beach.

Section 8.2 of the Shoreline Improvement Strategy provides greater detail, with the overriding intent of this design to achieve an informal and natural feel while providing recreational opportunities and enhanced amenities to create a more welcoming and comfortable environment.

The primary recommendations for a recreational swimming beach include the following:

- monitor and improve water quality;
- implement measures to enhance the beach cleanliness;
- improve access to the water's edge;
- provide amenities that support the recreational use of the beach;
- expand the beach surface area and introduce small sand dunes planted with marram grasses, cottonwoods and dogwoods for erosion control and flood protection;

The Waterfront Management Plan recognizes that improvements in the Pickering Beach neighbourhood should be compatible in scale and nature with the adjacent residential homes and should respect/enhance its local heritage character.

Specifically, recommendations in the Waterfront Management Plan included the following:

- the plan should be developed in consultation with the neighbourhood as well as the broader community;
- retain the existing tennis courts, playground and softball diamond;
- relocate Lakeview Boulevard to provide additional space along the waterfront, and for traffic calming (ie. generally along the curved road alignment);
- provide a modest amount of additional parking, in small pods, carefully integrated into the park;
- provide a modest washroom building

Scope of Work and Process

The Town of Ajax will be retaining AECOM Canada Architects to develop a comprehensive set of working drawings for the construction of a washroom building, featuring modest change facilities. Additional amenities to be captured in the detailed design, which will form part of a site plan application, include:

- parking facilities;
- lighting;
- entry features;
- trail connectivity;
- road design;
- signage;

- stormwater management enhancements

While AECOM will be the principle architect, the Town has assembled a staff team to lead the overall design of the surrounding area, to ensure the above noted amenities are developed in collaboration with the surrounding residential community. It is expected that at least two (2) public information centres will be required through the design process, and that these public consultations will be led by Town staff.

DISCUSSION:

Request for Proposals (RFP) documents were issued to 19 prospective Proponents with Proposals being received back from four of these, prior to the closing on April 28, 2015. Listed below is a summary of the Proposals received:

NAME OF PROPONENT
AECOM Canada Architects
Plant Architects Inc.

The following is the Proposal Evaluation Criteria used for this RFP:

PROPOSAL EVALUATION CRITERIA FORM	
EVALUATION CRITERIA	AVAILABLE POINTS
<u>Qualifications & Experience</u> Demonstrated Experience of the Company [10 points] Demonstrated Experience of Key Personnel [10 points] Information Obtained through References [5 points]	25
<u>Submission/Quality of Proposal</u> Responsiveness/Completeness of Submission [5 points] Demonstrated Willingness to Comply with Terms of the RFP [10 points]	15
<u>Project Deliverables/Technical Response</u> Demonstrated Understanding of the Requirements [10 points] Quality/Completeness of Approach/Work Plan/Methodology [10 points] Project Management Structure [5 points] Functional Requirements [5 points] Ability to Meet Time Estimates/Deadlines [10 points]	40
<u>Pricing</u> Cost effectiveness of the Proposal	20
TOTAL POINTS	100
Interview (if applicable)	50

Grand Total Points	150
--------------------	-----

An Evaluation Committee, made up of Operations & Environmental Services and Engineering staff, reviewed all of the Proposals received. Based on the evaluation criteria, specified in the

RFP document, AECOM Canada Architects was the highest scoring Proponent and met all of the needs of the Town.

FINANCIAL IMPLICATIONS:

Capital Account No. 966311- Paradise Park Site Improvements

Approved Capital Budget		\$120,000.00
Contract (net of HST rebate)	\$107,662.00	
Contingency	\$ 10,766.21	
		<u>\$ 118,428.21</u>
Available		<u>\$1,571.79</u>

The available budget will be used to complete a Designated Substance Survey for the Old Fire Hall as required prior to demolition.

The contingency will be used for any additional consulting services required to complete the design.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

The Town of Ajax Project Team will be facilitating at least two (2) public information meetings through the design process to ensure the new amenities are developed in collaboration with the surrounding residential community. These public consultations will be led by Town staff.

- initial public meeting will provide residents with an opportunity to comment on a preliminary design. It is anticipated this meeting will take place in July 2015;
- installation of project information boards onsite to direct residents to the Town's website where the schematic designs will be posted for review and feedback.
- a further public meeting to review the detailed design will be hosted by staff, this will provide residents with an opportunity to review the proposed design. It is anticipated this meeting will take place in September 2015

CONCLUSION:

It is the recommendation of staff that AECOM Canada Architects be awarded the contract for Paradise Park Site Improvements being the highest scoring Proponent.

ATTACHMENTS:

ATT-1: Capital Detail Sheet
ATT-2: Appendix A - Site Map

Catherine Bridgeman
Manager, Infrastructure and Asset Management

Dave Meredith
Director, Operations and Environmental Services

Appendix A – Site Map



TOWN OF AJAX
2015 CAPITAL BUDGET / 2016-2019 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Operations & Environmental Services
Section	Env. Services
Project Name	Paradise Park-Site Impr- Des
Submitted By	Tim Murphy, Supervisor, Infrastructure & Capital Projects
Start Year	2015
Project Number	0966311

PROJECT DESCRIPTION / JUSTIFICATION

The 2011 Shoreline Improvement Strategy continued to build upon the recommendations outlined in the Waterfront Management Plan (2005), and more specifically, encourage new recreational, cultural and educational experiences; while enhancing the ecological integrity of the shoreline. Through the stakeholder and public consultation process, it was made clear that the best beach location along the Ajax Shoreline was found at Paradise Beach with the adjoining space of Paradise Park enhancing the overall beach experience.

New amenities to support a swimming beach such as washrooms and change facilities will need to be constructed as part of this project. Staff are recommending that a consultant be retained to develop a detailed design for the washroom/change facilities as well as the overall design of the surrounding area that includes:

- Parking lot and lighting design;
- Park enhancements;
- Connectivity of the washroom/change facilities to the shoreline to the south and the neighbourhood park to the north;
- Entry features and design of Lakeview Boulevard;
- Sand dune enhancements on the beach, and
- Accessibility standards for public spaces

Consulting Services associated with this project include:

- Site plan development (parking, pedestrian crossings, trail connections, entry features);
- Site servicing plans, including storm water management;
- Detailed architectural design;
- TRCA approvals;
- Geotechnical investigation and topographic survey, and
- Traffic engineering.

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	120,000					120,000
Development Reserve	120,000					120,000
Total Funding	120,000					120,000

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations & Environmental Services

PREPARED BY: Carol Coleman
Manager of Engineering, Capital Projects

SUBJECT: **Toronto 2015 Pan Am/ Parapan Am Games, Transportation Delivery Plan, President's Choice Ajax Pan Am Ballpark (AJX) – Local Area Plan**

WARD(S): All

DATE OF MEETING: June 4, 2015

REFERENCE: GGC Report May 21, 2015 - Pan Am Neighbourhood Parking Plan & Public Information Strategy

RECOMMENDATION:

That this summary report for the “Toronto 2015 Pan Am/ Parapan Am Games, Transportation Delivery Plan, President's Choice Ajax Pan Am Ballpark (AJX) – Local Area Plan”, be received for information.

BACKGROUND:

The Ministry of Transportation, Ontario (MTO) Pan Am/ Parapan Am Transportation Team retained IBI Group to prepare a detailed transportation delivery plan for the Toronto 2015 Pan Am/ Parapan Am Games. This plan is referred to as the, “*President's Choice Ajax Pan Am Ballpark (AJX) – Local Area Plan*” (LAP). The draft report was compiled, reviewed and agreed upon by member of the Venue Transportation Working Group (VTWG) which includes representatives from:

- Toronto 2015
- GO/ Metrolinx
- The Region of Durham
- Durham Region Police Service
- Durham Region Transit
- Ontario Provincial Police
- Town of Ajax
- Town of Whitby
- Abilities Centre
- City of Oshawa
- General Motors Centre

The LAP encompasses existing transportation infrastructure and the temporary Games-time measures put in place to manage vehicle traffic and pedestrian movements between the President's Choice Ajax Pan Am Ball Park (AJX venue) and the designated public transportation nodes.

Specific temporary Games-time measures for the AJX venue include Games Route Network, managed spectator parking operations, shuttle bus services, bicycle parking facilities, spectator travel routes and temporary traffic management measures.

DISCUSSION:

The President's Choice Ajax Pan Am Ballpark is located at the southeast corner of Taunton Road and Audley Road. The venue can be accessed by transit, auto and active transportation.

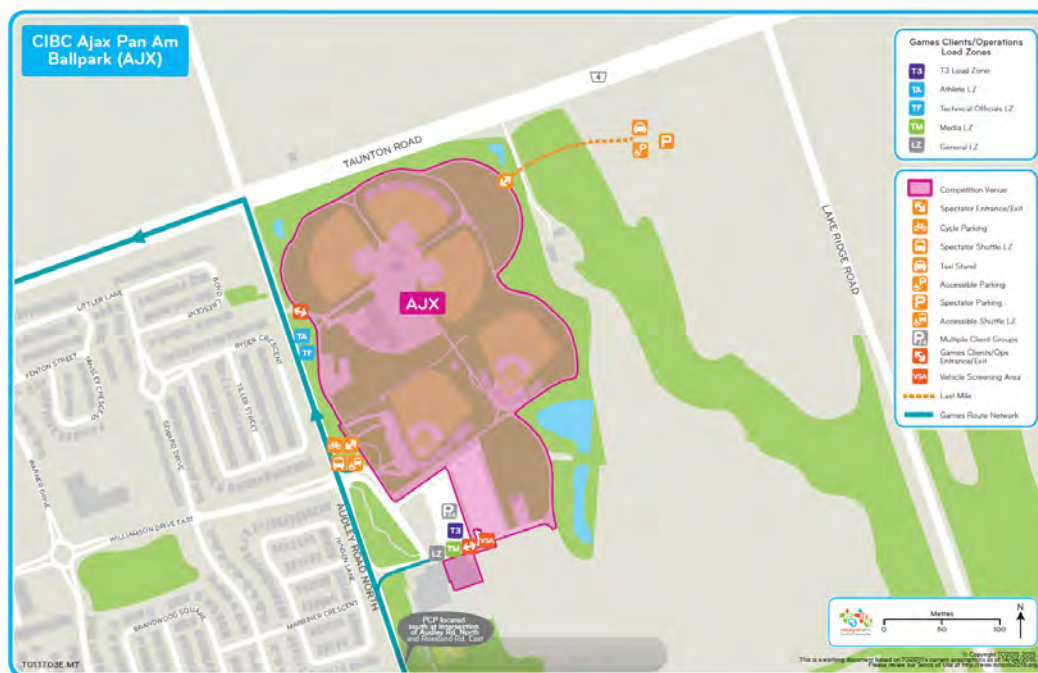


Figure 1: General Plan of the President's Choice Ajax Pan Am Ballpark

Games Route Network (GRN)

The Games Route Network (GRN) includes routes connecting Games venues, the Athletes' Village, Games Family hotels, the Main Media Centre and Toronto Pearson International Airport. In order to maximize reliability, the GRN will include a temporary expanded network of High Occupancy Vehicle (HOV) lanes and other traffic management measures such as turn restrictions and signal timing changes.

The objectives of the GRN are:

- Ensure that Games client journeys are reliable, timely and safe while reducing delays through congested locations
- Minimize travel reliability risks for lengthy same-day trips between competition venues and the Athlete's Village
- Coordinate the multiple routes required to serve Games venues resulting from their geographic spread

- Build public, business and political understanding and support for Games client transportation requirements, and implement actions on the transportation system required to achieve commitments
- Develop a flexible strategy based on available information about Games-time travel that will change as planning continues

The temporary HOV lane locations include the Don Valley Parkway (DVP) from the Gardiner to Highway 401 and Highway 401 from the DVP to Westney Road. The temporary HOV lanes may be used by:

- Games vehicles (athletes, officials, media)
- Vehicles with 3+ occupants (June 29 to July 27)
- Vehicles with 2+ occupants (July 28 to August 18)
- Emergency vehicles
- Electric vehicles with green license plates
- Public transit
- Taxis

The GRN will follow the DVP to Highway 401 and exit at Salem Road. The GRN will then go north on Salem Road, east on Rossland Road and north on Audley Road to the AJX venue. The GRN will return by going north to Taunton Road, west on Taunton to Salem Road and south on Salem Road to Highway 401.

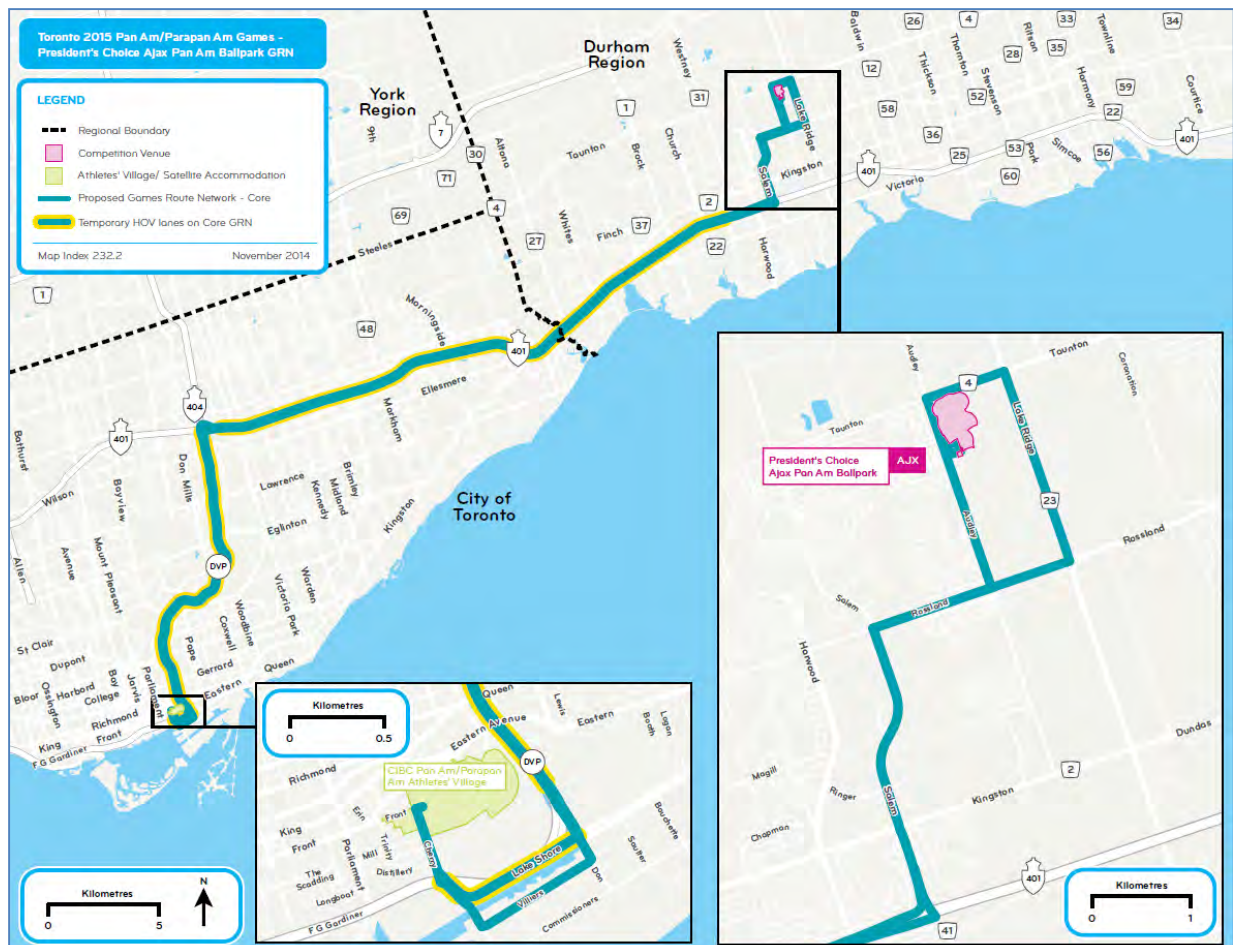


Figure 2: Games Route Network

Spectator Auto Route

The promoted Spectator Auto Route will be signed to exit Highway 401 at Westney Road, go north on Westney Road to Taunton Road, and east on Taunton Road to the spectator parking lot.

Access to the spectator parking lot will be right turns only off of Taunton Road. This route will be promoted to all ticket holders and wayfinding signage will be provided along this route. The purpose of creating a Spectator Auto Route is to encourage travel along routes that will minimize left turns, provide easier access and reduce queuing on the main roads.

Access to the spectator parking lot is also available by right or left turns off of Lake Ridge Road, however, this will not be the promoted route.

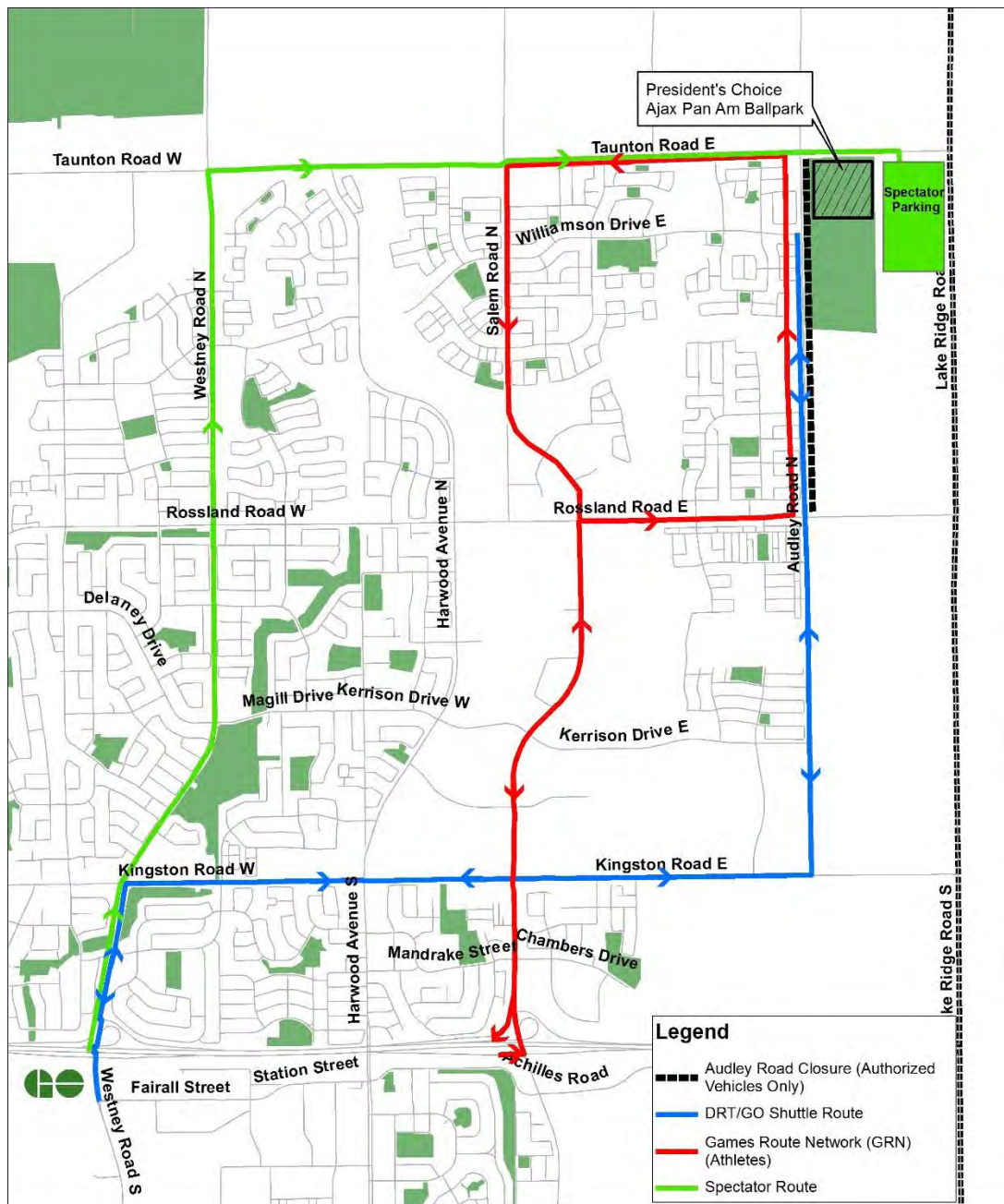


Figure 3: Pan Am Transportation Routes in Ajax

Spectator Parking Lot

The Spectator Parking Lot, including Accessible Parking, will be located at 709 Taunton Road at the southwest corner of Taunton Road and Lake Ridge Road at what was an agricultural field. The parking lot will be constructed, maintained, managed and decommissioned by IBI Group and Impark.

The expected peak spectator number is 5,600, of which 840 are expected to use transit and 280 will use active modes of transportation. This means that it is expected that the peak number of spectators travelling by auto is 4,480. An average vehicle occupancy (AVO) of 2.75 people was used which equates to 1,610 parking spaces and 50 accessible parking spaces required at peak times. An additional 340 spaces will be provided for contingency purposes bringing the total to 2,000 spaces.

The parking lot is a 5 to 10 minute walk to the AJX venue by way of a granular walking trail to a pedestrian entrance on the east side of the venue. An accessible shuttle will also be provided for those that are not able to walk this distance.

A high density polyethylene (HDPE) ground protection mat will be installed in high traffic areas and areas to be accessed by buses (areas shown as red on Figure 4). A combination geogrid and grass surface will be used for traffic isles in high volume areas (green areas on Figure 4). The remainder of the parking lot will be surfaced with grass. Temporary lighting will be provided within the parking lot and along the walking trail.

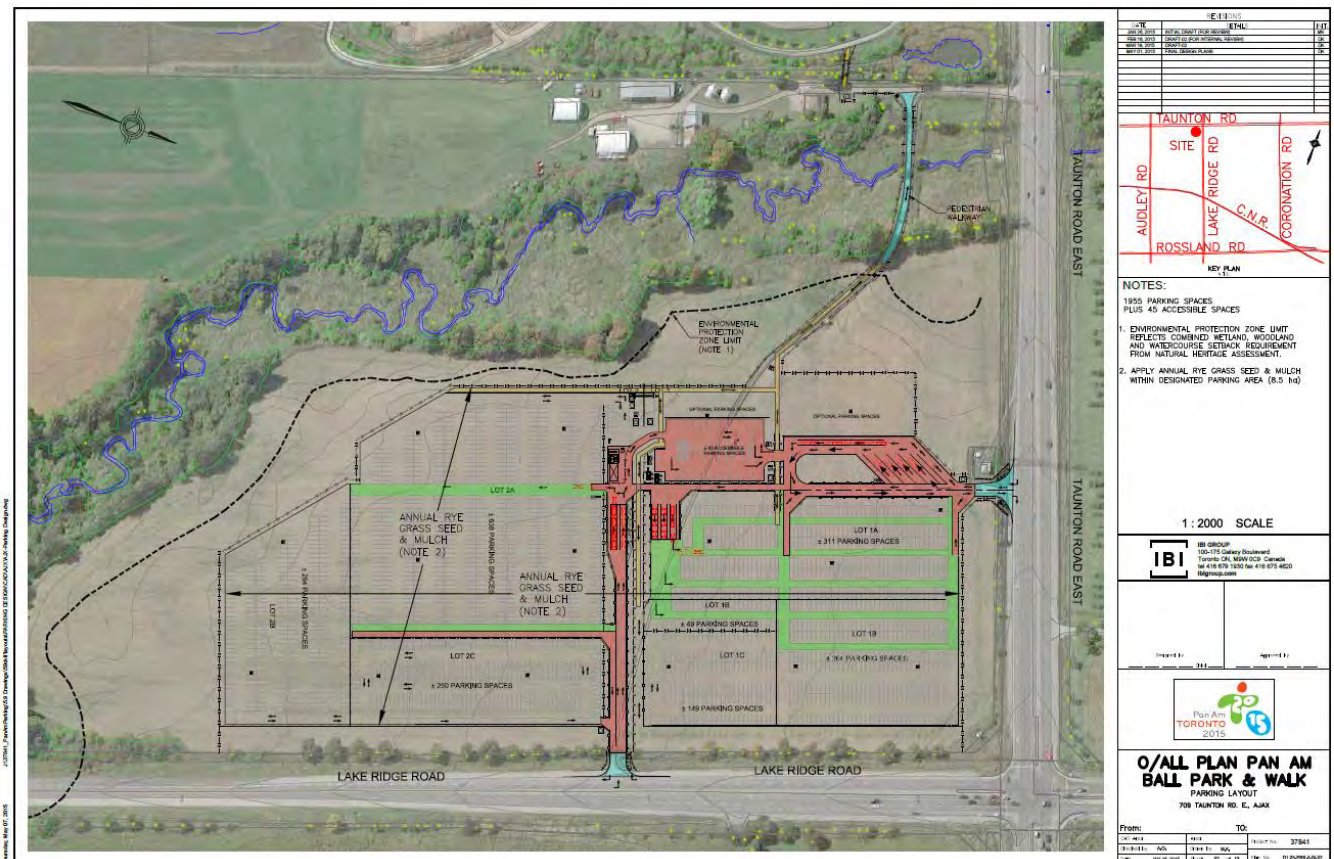


Figure 4: Spectator Parking Lot

There will be a dedicated area for taxis within the Spectator Parking Lot and taxis will be directed to this location.

Private coaches will be directed to load and unload areas within the Spectator Parking Lot.

Transit and Games-Time Shuttles

Current public transit to the President's Choice Ajax Pan Am Ballpark is provided by Durham Region Transit (DRT) by two bus routes. DRT Route 915 (Taunton) provides a stop at the northeast corner of Taunton and Audley for westbound buses and a stop at the southwest corner of Audley Road and Taunton Road for eastbound buses.

DRT Route 225/225A/225D provides a stop for northbound buses at the east side of Audley Road south of the existing south venue driveway and for southbound buses at the southwest corner of Williamson Drive at Audley Road.

A temporary Games shuttle will be provided to supplement Route 915, operating from the Ajax GO Station to the venue. The GO shuttle will drop off and pick up at the loop in front of the Audley Recreation Centre, beside the west spectator entrance. This area is flat and paved and provides a paved connection to the venue entrance.

The northbound 225 bus stop is not paved, however is flat with a slight incline to the venue spectator entrance. The southbound stop is fully accessible.

The 915 stops are rural stops that are not accessible. Spectators looking for accessible transit should use the GO shuttle from Ajax GO.

Cycle Parking

Cycle parking is available at the venue as a temporary cycle parking area with portable bike racks and fencing corral. A total of 84 bicycle parking spaces will be available including 6 accessible bicycle parking spaces. The temporary cycle area will be located on the asphalt pad adjacent to the west spectator entry point.

Audley Road has bike lanes on both sides allowing cyclists access to the venue and cyclists will be allowed through the Police Check Point at Rossland Road.

Cycle Parking will be run as a Bike Valet managed by the Town of Ajax and staffed by volunteers. The Valet will be run the same hours as spectator auto parking and operated on Games competition days.

Temporary Traffic Management Measures

Audley Road will be closed between Rossland Road and Taunton Road for the duration of the games. This will include road closures at Rushworth Drive and Audley Road and at Williamson Drive between Audley Road and Stokes Drive. However, games related traffic will be issued Vehicle Access Permits (VAPs) and will be permitted to use Audley Road. DRT buses will also be allowed to use this road.

Warner Drive will be closed at Taunton Road to control traffic entering the neighbourhood adjacent to the AJX venue. This will mean that all traffic entering this neighbourhood must use Williamson Drive and pass the Ajax By-Law check point.

"No Stopping" signs will be installed along Rossland Road and Taunton Road to prohibit people from stopping on these roads to drop off or pick up spectators.

In addition, transportation modelling has been completed in the area around the President's Choice Ajax Pan Am Ballpark and has recommended adjustments to signal timing at a number of intersections to improve traffic flow. See Figure 5 for details.



Figure 5: Temporary Traffic Management Measures

FINANCIAL IMPLICATIONS:

All costs incurred by the Town of Ajax in the implementation of the Local Area Plan are intended to be recovered as part of the Municipal Services Agreement (MSA).

COMMUNICATION ISSUES:

The Pan Am/ Parapan Am Games will mean a significant increase in traffic throughout Ajax, Durham and the Greater Toronto Area. The Town of Ajax and Toronto 2015 have put together detailed communication plans to make sure that residents and businesses can still get around during the games.

The main messages in the communication plans encourages residents and businesses to plan ahead and make changes to their travel routines when possible including:

- Taking advantage of the temporary HOV lanes on Highway 401 (3+ occupants - June 29 to July 27, 2+ occupants – July 28 to August 18)
- Using transit or carpooling
- Using active transportation methods such as cycling and walking
- Avoiding travel during rush hour
- Scheduling deliveries during off-peak times
- Avoiding busy areas near events

Details of the Town's Communication Plan are provided in the May 21, 2015 GGC Report entitled, "*Pan Am Neighbourhood Parking Plan & Public Information Strategy*".

CONCLUSION:

The "*Toronto 2015 Pan Am/ Parapan Am Games, Transportation Delivery Plan, President's Choice Ajax Pan Am Ballpark (AJX) – Local Area Plan*", is important to the overall success of the Games in Ajax.

ATTACHMENTS:

N/A

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

Dave Meredith – Director, Operations & Environmental Services