The Corporation of the Town of Ajax

COUNCIL

Monday September 9, 2013 at 7:00 p.m.
Council Chambers, Town Hall
65 Harwood Avenue South

Confirmed by: _____

AGENDA

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 manoeuver back to the agenda page use the **Ctrl + Home** keys simultaneously. **OR** use the "*Bookmark*" icon to the left of your screen to navigate from one report to the next

1. Call To Order

2. Disclosure of Pecuniary Interest

3. Adoption of Minutes

3.1 Regular Meeting July 4, 2013 4

4. Delegation and Presentations / Public Hearings

4.1 Delegation **Durham LifeBeat 2013 Band-A-Thon**
- Roland Rutland, Multicultural & Outreach Coordinator, Band-A-Thon Fundraiser Committee

4.2 Delegation **Run Ajax / I Can Update**
- Matthew Leduc, Run Ajax Coordinator
- Kevin Smith, Active Living Coordinator

5. Correspondence 8

6. Reports

6.1 Community Affairs & Planning Committee Report **None**

6.2 General Government Committee Report **September 5, 2013** (circulated separately)

6.3 Advisory Committee Reports **None**

6.4 Departmental Reports **September 9, 2013**

6.4.1 **Final Recommendation - 2013 Development Charge By-Law and Background Study**, R. Ford, Director of Finance/Treasurer / D. Valentim, Senior Financial Analyst 32

6.4.2 **Contract Award – MCC Front Entrance Improvements**, D. Meredith, Director of Operations & Environmental Services / T. Murphy, Supervisor, Infrastructure and Capital Projects 49

6.4.3 **Contract Award – Roof and Skylight Replacement Fire Hall No. 2**, D. Meredith, Director of Operations & Environmental Services / C. Bridgeman, Manager, Infrastructure and Capital Projects 53

6.4.4 **Contract Award – Construction of the Ajax Pan Am Ball Park**, D. Meredith, Director of Operations & Environmental Services / C. Bridgeman, Manager, Infrastructure and Capital Projects 60

6.4.5 **Contract Award – Storm Sewer Infrastructure Maintenance**, D. Meredith, Director of Operations & Environmental Services / D. Smith, Area Supervisor .. 65

6.4.6 **Contract Award – Consulting Services ~ Streetlight Inventory and Condition Assessment**, D. Meredith, Director of Operations & Environmental Services / R. Chalmers, Supervisor, Infrastructure and Capital Projects 69

6.4.7 **Contract Award – ACC Changeroom Tile Replacement**, D. Meredith, Director of Operations & Environmental Services / T. Murphy, Supervisor, Infrastructure and Capital Projects 75

6.4.8 **Contract Award – Consulting Services - ACC Refrigeration Plant Upgrade**, D. Meredith, Director of Operations & Environmental Services / R. Ford Building Maintenance Manager 80

6.4.9 **Contract Award – Emergency ACC Pad 1 & 2 Domestic Hot Water Tank Replacement**, D. Meredith, Director of Operations & Environmental Services / R. Ford, Building Maintenance Manager 84

6.4.10 **Contract Award – Supply & Installation – Fitness Equipment**, T. Vaughan-Barrett, Director of Recreation & Culture / K. Smith, Active Living Coordinator .. 86

6.4.11 **Noise By-Law Exemption – Hwy. 2 Bus Rapid Transit Construction**, P. Allore, Director of Planning & Development Services / C. Coleman, Manager of Engineering, Capital Projects 91

6.5 Ajax Public Library Board Report **None**

7. Regional Councillors' Reports

7.1 Regional Councillor S. Collier 95

7.2 Regional Councillor C. Jordan .....verbal

8. Business Arising From Notice of Motion

None

9. By-Laws

76-2013 Fire Route for 59 Westney Road South 96
77-2013 Fire Route for Burtonbury Lane and Reevesmere Lane 99
78-2013 Amended and Restated Municipality Contribution Agreement..... 102
79-2013 Removal of H Holding – 1441449 Ont. Inc/Cougs (Ajax) Ltd. 114
80-2013 Appointment of Law Enforcement Officers – Paragon 119
81-2013 Development Charges 120

10. Notice of Motion

11. Other Business

12. Question Period

13. New Business, Notices and Announcements

14. Confirming By-Law 82-2013

15. Adjournment

Minutes of the Meeting of the Council of the Corporation of the Town of Ajax Held in the Council Chambers of the Town Hall on Thursday, July 4, 2013 at 3:30 p.m.

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

1. Call to Order

Mayor Parish called the meeting to order at 3:30 p.m..

2. Disclosure of Pecuniary Interest

None

3. Adoption of Minutes

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

That the Minutes of the regular meeting of Council held on June 24, 2013 be adopted.
CARRIED

4. Delegation and Petitions/Public Hearings

4.1 Development Charges Background Study

Dianne Valentim, Senior Financial Analyst, introduced Development Charge Background Study consultant, Cam Watson. Mr. Watson highlighted key areas of the DC Background Study report.

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

1 That Council receive for information, the June 19, 2013, “Town of Ajax - 2013 Development Charge Background Study” from Watson and Associates Economist Ltd.

2. That all written submissions received no later than July 26th, 2013, be referred to staff and Watson and Associates Economists Ltd. for consideration in preparation of the final Development Charge recommendations and By-Law for Council's consideration on September 9th, 2013.

CARRIED

5. Correspondence

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

That the report dated July 4, 2013 containing Items of Correspondence be adopted.

CARRIED

6. Reports

6.1 Community Affairs & Planning Committee Report

None

6.2 General Government Committee Report

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

That the recommendations and resolutions approved at the General Government Committee meeting held July 4 2013 be adopted as resolutions of Council.

CARRIED

6.3 Advisory Committee Reports

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

That Advisory Committee minutes from April and May, 2013 as attached to the meeting agenda be received for information and that all substantive recommendations be referred to staff for review.

CARRIED

6.4 Departmental Reports

6.4.1 **Proposed 2013 Development Charge By-law and Background Study,** R. Ford, Director of Finance/Treasurer / D. Valentim, Senior Financial Analyst

Mayor Parish noted that this item had been addressed as part of Item 4.4.

6.5 Ajax Public Library Board Report

None

7. Regional Councillors' Reports

None

8. Business Arising from Notice of Motion

None

9. By-laws

Moved by: C. Jordan
Seconded by: J. Dies

That By-law numbers 72-2013 to 74-2013 be read a first and second time.

CARRIED

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

That By-law numbers 72-2013 to 74-2013 be read a third time and passed.

CARRIED

10. Notice of Motion

None

11. Other Business

None

12. Question Period

None

13. New Business - Notices & Announcements

Councillor Brown and Regional Councillor Jordan commented on their recent trip to England. Paul Allore, Director of Planning and Development, offered an update on the Ajax Steam Plant.

14. Confirming By-Law

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

That By-law number 75-2013 being a by-law to confirm the proceedings of the Council of the Corporation of the Town of Ajax at its regular meeting held on July 4, 2013 be read a first and second time.

CARRIED

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

That By-law number 75-2013 be read a third time and passed.

CARRIED

15. Adjournment

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

That the July 4, 2013 meeting of the Council of the Town of Ajax be adjourned. (3:45 p.m.)

CARRIED

_____
Mayor

_____
D-Clerk

TOWN OF AJAX
REPORT TO COUNCIL

TO: Mayor and Members of Council

FROM: M. de Rond, Clerk

DATE: September 9, 2013

SUBJECT: Items of Correspondence

The following items of correspondence are attached for Council's action

a) **Region of Durham:** Municipal Insurance Liability Reform 9

That the resolution of the Region of Durham regarding Municipal Insurance Liability Reform be endorsed.

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

i) **Town of Ajax:** Proclamations issued by the Mayor's Office 11

ii) **Ministry of Municipal Affairs and Housing:** Response to Town of Ajax report on The need or Fair an Efficient Representation 12

iii) **Town of Whitby:** Response to Town of Ajax report on The need or Fair an Efficient Representation 13

iv) **Toronto and Region Conservation Authority:** July 8, 2013 Storm Review and Future Mitigation Projects 14

v) **Durham Community Foundation:** Ajax Community Fund 2012 Annual Statement 28

vi) **Region of Durham:** Strategic Plan Update 31

M. de Rond
Clerk

MdR/lb

CLICK HERE TO ACCESS THE REGION OF DURHAM'S REPORT ON MUNICIPAL INSURANCE LIABILITY REFORM

DURHAM REGION

The Regional Municipality of Durham

Corporate Services Department - Legislative Services

605 ROSSLAND RD. E.
PO BOX 623
WHITBY ON L1N 6A3
CANADA
905-668-7711
Fax: 905-668-9935

www.durham.ca

Matthew L. Gaskell
Commissioner of Corporate Services

July 2, 2013

FILE COPY

P. Vanini, Executive Director
Association of Municipalities of Ontario (AMO)
200 University Ave., Suite 801
Toronto, Ontario M5H 3C6

RE: MUNICIPAL INSURANCE LIABILITY REFORM (2013-F-61) OUR FILE: L00

Ms. Vanini, please be advised the Finance & Administration Committee of Regional Council considered the above matter and at a meeting held on June 26, 2013, Council adopted the following recommendations of the Committee:

"a) THAT the Region of Durham supports the Council Resolution of Dutton/Dunwich requesting the Association of Municipalities of Ontario (AMO) advocate for the Province of Ontario to work with municipalities to develop a long term and sustainable solution that will protect municipalities from rising litigation and claim costs which diverts funds from more critical, yet under funded municipal services;

b) THAT the Region of Durham supports the request of the Frank Cowan Company for the Law Commission of Ontario to complete a study on Municipal Legislative Reform to address the issue of the effects of Joint and Several Liability on municipal insurance claims; and

c) THAT a copy of Report #2013-F-61 of the Commissioner of Finance be forwarded to AMO, the Attorney General of Ontario, the local MPP's in Durham Region and the Area Municipalities."

As directed, please find enclosed a copy of Report #2013-F-61.

Deb Bowen

Deb Bowen, AMCT
Regional Clerk/
Director of Legislative Services

DB/lf

"Service Excellence for our Communities"

100% Post Consumer

Encl.

c. J. Gerretsen, Attorney General of Ontario
T. MacCharles, MPP (Pickering/Scarborough East)
C. Elliott, MPP (Whitby/Oshawa)
J. O'Toole, MPP (Durham)
J. Ouellette, MPP (Oshawa)
L. Scott, MPP (Haliburton/Kawartha Lakes/Brock)
J. Dickson, MPP (Ajax/Pickering)
M. de Rond, Clerk, Town of Ajax
T. Gettinby, CAO/Clerk, Township of Brock
P.L. Barrie, Clerk, Municipality of Clarington
S. Kranc, Clerk, City of Oshawa
D. Shields, Clerk, City of Pickering
K. Coates, Clerk, Township of Scugog
D. Leroux, Clerk, Township of Uxbridge
D. Wilcox, Clerk, Town of Whitby
R.J. Clapp, Commissioner of Finance

MEMO

TO: Mayor and Members of Council

FROM: Linsey Joseph

DEPARTMENT: Legislative and Information Services - Legislative Services

SUBJECT: PROCLAMATIONS ISSUED BY THE MAYOR'S OFFICE

DATE: September 9, 2013

The following Proclamations have been issued during the month of July/August 2013.

Name of Person/Group(s)	Title of Proclamation	Date(s) Proclaimed
Grandview Kids	* Grandview Kids Day in Durham Region	October 9, 2013
Region of Durham, Health Department (IWALK)	International Walk to School Month	October
Region of Durham, Health Department (IWALK)	International Walk to School Day	October 9, 2013
CUPE Ontario	Child Care Worker & Early Childhood Educator Appreciation Day	October 30, 2013

Linsey Joseph
Legislative & Information Services
/CC
* flag

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel. 416-585-7000
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Ministère des Affaires municipales et du Logement

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Ontario

13-60161

JUN 1 1 2013

Your Worship
Mayor Steve Parish
Town of Ajax
65 Harwood Avenue South
Ajax ON L1S 2H9

Dear Mayor Parish:

The Honourable Kathleen Wynne, Premier of Ontario, has asked me to respond to your letter dated May 15, 2013, about your concerns regarding representation on upper-tier municipal councils in Ontario and in particular Durham Region.

The Ministry of Municipal Affairs and Housing recognizes municipalities as responsible and accountable governments, and believes that the best solutions in municipal governance are those that are developed and supported locally. Therefore, I believe that council representation at the regional level is a municipal issue that would be best decided by municipal governments in consultation with each other.

Section 218 of the *Municipal Act, 2001* describes the process used to change the composition of regional council.

If the Region of Durham does make a request under section 218 of the *Municipal Act, 2001* to have the council composition changed, I will give it careful consideration.

Once again, thank you for bringing your concerns to my attention. Please accept my best wishes.

Sincerely,

Linda Jeffrey
Minister

c. Honourable Kathleen Wynne, Premier of Ontario
Joe Dickson, MPP Ajax-Pickering

THE CORPORATION OF THE TOWN OF WHITBY
In the Regional Municipality of Durham

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MUNICIPAL BUILDING
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Canada
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www.whitby.ca

May 31, 2013

Martin De Rond
Director, Legislative Services/Clerk
The Town of Ajax
65 Harwood Avenue South
Ajax, Ontario
L1S 2H8

Re: Correspondence from the Town of Ajax with respect to Durham Regional Council: The Need for Fair and Efficient Representation

Please be advised that at a meeting held on May 27, 2013, the Council of the Town of Whitby adopted the following recommendation:

1. That the correspondence and the report from the Town of Ajax be referred to Staff;
2. That Staff report back on the issue of fair representation and its impact on Whitby residents with particular reference to the current and prospective costs of continuing the existing imbalance; and,
3. That Staff report back on the processes and timelines on placing a referendum question on the ballot including recommendations on a potential question.

Should you require further information, please do not hesitate to contact the undersigned at 905-430-4302.

Debi A. Wilcox, MPA, CMO, CMM III
Town Clerk

/ck

(IV)

Toronto and Region Conservation for The Living City

August 6, 2013

Sent via email

SEE DISTRIBUTION LIST

At Authority Meeting #6/13, of Toronto and Region Conservation Authority (TRCA), held on July 26, 2013, Resolution #A123/13 in regard to Flood Management for the July 8th Severe Weather Event was approved as follows:

> *THAT a formal comprehensive assessment of the July 8th, 2013 event be undertaken by Toronto and Region Conservation Authority (TRCA) staff;*
>
> *THAT a formal public outreach project be initiated to improve access to information relating to flood risk;*
>
> *THAT opportunities to accelerate flood mitigation projects, as per the TRCA Flood Protection Strategy (2012), and upgrades to flood control infrastructure, as per the Flood Control Infrastructure State of Repair (2013) report be investigated;*
>
> *THAT local and regional municipalities be encouraged to develop a fund dedicated to the management of storm runoff to be able to respond to and mitigate flood risks;*
>
> *AND FURTHER THAT the local and regional municipalities be so advised by the CEO's Office.*

Enclosed for your information and any action deemed necessary is the report as presented to the Authority. If you have any questions or require additional information, please contact the undersigned at 416-661-6600 extension 5264 (kstranks@trca.on.ca) or Laurian Farrell at extension 5601 (lfarrell@trca.on.ca).

Sincerely

Kathy Stranks

Kathy Stranks
Manager, Corporate Secretariat
CEO's Office

cc:

/Encl.

DISTRIBUTION LIST

Jeffrey Abrams, City ClerkCity of Vaughan
Deborah Bowen, Acting Regional ClerkRegional Municipality of Durham
Martin de Rond, ClerkTown of Ajax
Peter Fay, City Clerk, Clerk's Department, City of Brampton
Crystal Greer, Clerk, Clerk's Department, City of Mississauga
Barb Kane, Clerk and Deputy TreasurerTownship of Adjala-Tosorontio
Denis Kelly, Regional Clerk, Corporate Services, Regional Municipality of York **(Sent via mail)**
Michele Kennedy, ClerkTown of Whitchurch-Stouffville
Kimberley Kitteringham, City ClerkCity of Markham
Karen Landry, Town Clerk, Administration, Town of Caledon
John Leach, Town Clerk, Corporate Services Department, Town of Aurora
Debbie Leroux, ClerkTownship of Uxbridge
Kathryn Lockyer, Regional Clerk and Director of Clerk'sRegional Municipality of Peel
Donna McLarty, ClerkTown of Richmond Hill
Keith McNenly, Chief Administrative Officer and ClerkTown of Mono
Debbie Shields, City ClerkCity of Pickering
Kathryn Smyth, ClerkTownship of King
Ulli S. Watkiss, City Clerk, City Clerk's Office, City of Toronto

Item AUTH7.7

TO: Chair and Members of the Authority
Meeting #6/13, July 26, 2013

FROM: Deborah Martin-Downs, Director, Ecology

RE: **FLOOD MANAGEMENT FOR THE JULY 8TH SEVERE WEATHER EVENT**
Prevention and Mitigation, Preparedness, Response and Recovery Actions

---

KEY ISSUE
A review of the July 8th Severe Weather Event in the Greater Toronto Area, TRCA's response during and after the event, and how major cities prepare for floods across Canada and abroad (including Calgary, Alberta).

RECOMMENDATION

THAT a formal comprehensive assessment of the July 8th, 2013 event be undertaken by Toronto and Region Conservation Authority (TRCA) staff;

THAT a formal public outreach project be initiated to improve access to information relating to flood risk;

THAT opportunities to accelerate flood mitigation projects, as per the TRCA Flood Protection Strategy (2012), and upgrades to flood control infrastructure, as per the Flood Control Infrastructure State of Repair (2013) report be investigated;

THAT local and regional municipalities be encouraged to develop a fund dedicated to the management of storm runoff to be able to respond to and mitigate flood risks;

AND FURTHER THAT the local and regional municipalities be so advised by the CEO's Office.

BACKGROUND
Could Toronto be the next Calgary? London? or Manhattan?
In order to understand the flood risk in the Greater Toronto Area (GTA), it is necessary to understand four important factors that establish risk:

1. **Climate -** how prone is the area to severe weather; what type of weather can we expect?
2. **Geology -** how is our landscape shaped; how do our watersheds store and release water?
3. **Policy -** what is our tolerance for living near water? who regulates development?
4. **Warnings -** do we have effective methods to manage the risks that exist?

By definition, risk is the "exposure to the chance of injury or loss". Over the past few years we have seen an increasing number of severe weather events and their devastating impact on urban areas. Most provinces within Canada have experienced significant flooding and major economic losses within the past decade; the most recent being in the cities of Calgary, Winnipeg and Halifax. In British Columbia $20 million was paid in compensation after five homes were destroyed by a dam breach in 2010. That same year, in Saskatchewan, a washout of a section of the Trans-Canada Highway occurred after a record flood. There are numerous other examples in Canada. Worldwide the story is no better, with hurricane activity originating in the Caribbean Sea and the Gulf of Mexico, decimating the eastern seaboard of the United States (New York and New Jersey after Tropical Storm Sandy, October 2012) and the southern states (New Orleans, Louisiana in 2005), respectively. Weather is a natural phenomenon with inherent risks, however these risks become multiplied exponentially in urban areas.

The communities within the GTA are fortunate, in some respects, to be well positioned within each of the four factors of risk listed above.

Climate, very simply put, describes the prevailing weather conditions of a region. On a macro scale, climate is driven by the rotation and angle of the earth, along with energy inputs from the sun and outputs of energy from the surface. These factors create air masses - with different geographic locations subjected to different air mass types. They are either considered to be dry (continental) or moist (maritime), and warm (tropical) or cold (polar) or extremely cold (arctic). Five basic types of air masses determine the Canadian weather. They can bring anything from scorching heat to bone-chilling cold depending on the type of air mass. The most violent weather usually occurs when the coldest airmass meets the warmest along a "Front". Weather at the surface of the earth is highly dependent on the location of the front.

In the GTA we have historically received weather (that could lead to flooding) in four ways:
1. during the spring melting of the winter snowpack;
2. rain falling on snow events during the winter;
3. severe thunderstorm activity in the summer bringing short intense bursts of rain in localized areas; or
4. large volumes of precipitation brought by hurricane activity over a longer period of time than thunderstorms.

We do not have the same level of climate risk as some other cities. For example, we are not as directly exposed to hurricanes as Halifax or New York.

Geology, influences the ability of watersheds to convey precipitation through the river systems to the lake after a rain or snow event. Geographical features, such as the Rocky Mountains in the west, can have significant impacts on weather at a local scale. In the GTA, Lake Ontario protects our region from receiving the majority of severe weather coming up from the south, and the Niagara Escarpment tends to push some systems north of the area (e.g., snow squalls tend to hit Buffalo but skirt around the GTA before falling in Barrie). Geology also dictates the soil type and the ability of the ground to absorb and store water. This can significantly impact the timing of flood waters. In addition, the size of the watershed can play a significant role in determining flood risks. Calgary sits in the lower portion of a 25,000 sq. km watershed with mountains storing snow at its upper end and wide flat river valleys at the lower end. By comparison, TRCA's largest watershed, the Humber River watershed, is less than 1,000 sq. km and has well defined, steep valleys that convey water relatively quickly to the lake. That is why we do not see flood waters sit on the land for days on end waiting to drain, as we see in other cities.

Other factors, such as the amount of wetlands, forest cover and slope of the land, contribute to the behaviour of stormwater runoff across a watershed. Anthropogenic factors, such as clearing the forest cover, paving surfaces or building stormwater management ponds also have an effect on the behaviour and timing of water across the watershed.

Wide, flat landscapes will allow flood water to spill out much further than narrow, deep valley systems. In Australia, some floodplains are up to 10 km wide and as a result of agriculture and irrigation practices, flooding in Australia can be extremely widespread and cause significant disruption to large amounts of the population. In the GTA the valleys are predominantly narrow and steep, and can contain the river's flood waters in a relatively localized area.

The amount of water that needs to be conveyed through the watershed is dependent on how much precipitation falls during an event, how much of that rain infiltrates into the ground (to become groundwater), how much is evaporated, how much is stored in the watershed (in depressions or trapped by leaves), and how much becomes runoff. It is the runoff (or stormwater) that can lead to flooding.

We do not have the same level of geological risk as some other cities. For example, we are not subjected to the massive amount of snow melt that Calgary is subjected to from the Rockies. We have smaller, more narrow watersheds than areas that experience long drawn out flooding events allowing for us to enter recovery mode much more quickly than others.

Policy in Ontario is very different than policies in other areas of Canada, and indeed, throughout the world. In London, England, for example, development in the floodplain is acceptable and there is a heavy reliance on "flood protection schemes" or flood controls that need to be erected before a flood to provide temporary protection. In the United States, the Federal Emergency Management Agency (FEMA) regulates development within the floodplain and landowners are allowed to develop within certain flood prone areas if they can provide proof of flood insurance. Across the Canadian provinces development rules vary, however it is common for development within the 100 year floodplain to be allowed.

Ontario's approach in the aftermath of Hurricane Hazel, was to restrict development within the Regulatory floodplain, which is delineated by applying the precipitation from the Hazel event over each watershed and calculating where the flood waters would have reached had the storm been centered over that particular watershed. This is often challenged as an overly conservative approach to managing development, however it has served extremely well in limiting the loss of life and property due to flood risk as seen by our most recent example of the July 8th storm.

The draft Living City Policies uphold the philosophy of limiting the exposure to natural hazards to reduce the risk to life and property. In this way, through provincial policy and regulations (O. Reg. 166/06) TRCA has functionally and effectively decreased risks compared to other regions without such policies.

Warnings serve to reduce flood risk for people that currently live or work within a floodplain (due to development that pre-dates existing regulations). The flood forecasting and warning program at TRCA is a key component of the Flood Management Service (FMS), and it follows the guidelines laid out by the Province of Ontario to operate an effective program. Most major cities operate effective programs also, and the state of the science is constantly improving to develop effective forecasting tools and communications systems.

Unfortunately, the ability to warn about flood risks is limited to the ability to predict the weather. In areas where watersheds respond slowly there is more time to assess flood risks (e.g., on the Mississippi River a flood may occur days after rainfall). However, in the GTA the quick response of watersheds does not afford us a lot of lead time for warning. This is more pronounced during the summer when thunderstorms pop up unexpectedly and are scattered throughout the jurisdiction. This is less of an issue when hurricane activity in the fall effects the TRCA's jurisdiction as it has a longer lead time and is typically more widespread.

The Alberta Provincial Flood Mitigation Report, which was released after Calgary experienced major flooding in 2005, highlighted 18 recommendations to decrease risks due to flooding. These recommendations and how TRCA's program has addressed the same issues in our work are provided in detail in Attachment 1. As mentioned, most major cities operate excellent flood forecasting and warning systems and there are many lessons that TRCA has learned by studying various flood management programs. Staff continue to interact with our counterparts in urban centres to glean insights from their most recent experiences and to share TRCA's experiences and lessons learned with them.

Calgary Floods in 2005 and 2013

The climate and geology in Alberta are significantly different than what we experience at home in Ontario. The most recent flooding in Calgary on June 21, 2013 was a result of a number of factors that unfortunately came together at the same time and produced the "perfect" conditions for massive flooding. The Bow River begins in the Rocky Mountains and travels south through the City of Canmore and joins up with the smaller Elbow River near the City of Calgary. From there the Bow continues south and joins the South Saskatchewan River near Medicine Hat before flowing into the Province of Saskatchewan. The watershed is massive, covering 25,000 sq. km with relatively wide shallow floodplains and flat slopes through Canmore and Calgary.

Rainfall began falling off and on, 12 days before the flood. During the heaviest rainfall on June 20th, up to 200 mm of rain was recorded over 16 hours (exceeding the monthly average rainfall amounts). The region also experienced a later than normal snow melt meaning that the ground was still saturated in many areas (not as much rainfall could infiltrate into the ground and therefore rain became stormwater runoff). Add to that the fact that snow was still present in the mountains producing a "rain on snow" event in the upper portions of the watershed causing water to run off of the mountains and adding to the stormwater in the low lying areas. The water levels in the rivers responded by rising quite dramatically and flow rates on the Bow River spiked to eight times its normal flow rate. This was three times the flow during the 2005 event.

During the event 26 communities were evacuated and more than 110,000 Calgarians were affected. The City received over 100,000 calls to 311 and more than 1.8 million web visits. By June 22nd the rivers in Calgary began to recede and some evacuated residents started to return home. The Alberta government has announced a $1 billion fund to rebuild from the floods, which according to Premier Alison Redford, have changed the Province forever. The storms of 2005 and 2013 are not the only major floods of record (several major floods occurred in the late 1800's/early 1900's). Meteorologists with the Weather Network predict that there is an almost 30% chance that this type of storm will occur again by 2050 based on historical data.

The July 8th, 2013 Storm in the GTA

On Monday, July 8th, 2013, a weather system developed in the GTA producing a series of severe thunderstorms that released significant amounts of precipitation in a very short time period. This section of the report to the Authority will provide a high level analysis of the event from a weather perspective and the Flood Management Service's response during the event. A separate report to the Authority will address damages related to the storm. A separate comprehensive technical report on the storm event will be produced in the near future which will be made available to the public.

It has been widely reported in the media that this storm was "bigger than Hazel" and that it was the most rainfall that the City of Toronto has ever seen. It is easy to understand how this mis-conception came about. In fact, the total amount of rainfall recorded on July 8th by Water Survey Canada at its Pearson International Airport gauge did exceed the daily total amount of rainfall recorded at the same gauge during the Hurricane Hazel event in 1954. However, that only tells one part of the story. Hurricane Hazel as a whole produced much more rain (285 mm) across TRCAs jurisdiction than the July 8th storm and the period of rain was much longer (48 hours). By comparison, the July 8th storm lasted only a few hours and dropped between 50 to 100 mm of rain as recorded at TRCA's precipitation gauges. The data released by Water Survey Canada (of 126 mm of rainfall in one hour at Pearson) correlates with TRCA gauge readings in the same vicinity (of 110 mm of rainfall during the same time period), however this amount and intensity of rainfall was very localized and did not produce "Hazel-type" flood damages. Simply put, the volume of water during Hazel and the extent of area impacted during Hazel far exceeded that of the July 8th storm.

Having said that, the July 8th storm was an extreme weather event, causing significant damages. The storm developed just west of TRCA's jurisdiction and caused significant damage in the Credit Valley Conservation Authority's jurisdiction (particularly in Mississauga). It continued across the top of the City of Toronto, across the Etobicoke, Mimico and Humber watersheds (dropping a significant amount of precipitation on the Black Creek subwatershed) and tracked southward down the Don River watershed. Areas to the north and east of TRCA's jurisdiction recorded nominal amounts of precipitation (Lake Simcoe Region Conservation Authority and Central Lake Ontario Conservation Authority recorded less than 20 mm of precipitation each).

The July 8th event can be characterized as a storm that primarily produced urban flooding issues by overwhelming stormwater sewer systems and flooding low lying areas on roadways and in underpasses. Basement flooding was widely reported across the City, particularly in the Black Creek watershed. Rivers did not escape either. Extremely high water levels were recorded in all of the major watercourses and riverine flooding occurred on several watercourses, including the Don River which overtopped its banks, and utilized its floodplain to convey stormwater to Lake Ontario. In doing so, portions of the Don Valley Parkway and CN Rail line were flooded. The shear force of the water travelling down the valleys caused erosion to river banks and valley walls in areas where the centre of the storm travelled.

On the afternoon of July 8th, Environment Canada issued Special Weather Statements between 1-3pm indicating the potential for thunderstorm activity in the GTA. These messages were upgraded to a Severe Thunderstorm Warning at 5:42pm. Thunderstorms are very common during the summer months of July and August and they are very difficult to predict accurately. Climate dictates that thunderstorms occur in the late afternoon and early evening (when the earth's surface has warmed enough from the summer sun to cause hot air to rise, creating instability in the atmosphere). However, during the morning and early afternoon hours there is limited ability to predict the location and severity of the thunderstorms, and they tend to "pop up" quickly on radar screens, seemingly out of nowhere. The July 8th storm was typical in this fashion as the early predictions did not show significant cause for concern in the GTA, although there was a potential for thunderstorms. By way of context, in the summer of 2011, Environment Canada issued 18 Severe Thunderstorm Warnings for the City of Toronto but we did not have any riverine flooding in the TRCA jurisdiction.

FMS Response During the Event

In terms of the response actions for the July 8th event, TRCA issued a series of flood messages, including a Watershed Conditions Statement (on July 7th), a Flood Watch (July 8th at 5:00pm) and a Flood Warning (July 8th at 7:20pm). Other operations included:

- monitoring weather and communicating with Environment Canada;
- communication before and during the event with our municipal partners (Toronto Transportation, Toronto Office of Emergency Management, Toronto Police etc);
- monitoring and operations of major flood control structures (G. Ross Lord Dam, Claireville Dam);
- conducting media interviews;
- monitoring social media; and
- managing staff resources.

Post event activities included:

- conducting media interviews with all major media outlets;
- collecting hydrometrics data and inspecting gauging stations;
- inspecting flood control facilities and continued operations of two major dams;
- data management and event analysis;
- conducting high water level assessments to document the storm and to calibrate hydrology models;
- attending public meetings;
- event documentation; and
- conducting an analysis of FMS systems and processes.

The Flood Infrastructure State of Repair Report (2013) highlighted several key areas where deficiencies in TRCA's infrastructure need to be addressed, both in the short term and long term. The need to undertake improvements to G. Ross Lord Dam (for the generator and gates) became even more evident during this event. Plans are already underway to carry out these two projects however their completion is critical to the future operations of the dam and these projects must be completed as soon as possible. Other control structures, such as the Black Creek Flood Control channel, that were slated for improvements next year, have now become critical and will require more immediate attention.

TRCA's Flood Management Service Program Overview

The responsibility for dealing with flood contingency planning in Ontario is shared by municipalities, conservation authorities and the Ministry of Natural Resources, on behalf of the Province. As with all emergencies, municipalities have the primary responsibility for the welfare of residents, and should incorporate flood emergency response into municipal emergency planning. The Ministry of Natural Resources and conservation authorities are primarily responsible for operating a forecasting and warning system, and the Province may coordinate a response in support of municipal action.

The conservation authorities of the Greater Toronto Area (GTA) have developed a Flood Forecasting and Warning Service for the municipalities and residents within their collective watersheds and the shorelines of Lake Ontario and Georgian Bay. The purpose of this service is to reduce risk to life and damage to property by providing local agencies and the public with notice, information and advice so that they can respond to potential flooding and flood emergencies. Roles and responsibilities during a flood event are outlined in a Flood Contingency Plan, which is intended for all public officials and agency staff likely to play a role in the: 1) prevention and mitigation, 2) preparedness, 3) response and 4) recovery pertaining to flood events. The four categories form the principles of risk management which are widely adopted by Emergency Management Professionals within the Province, including Emergency Management Ontario (provincial), Offices of Emergency Management and First Responders (municipal). TRCAs Flood Management Service is structured to follow the Emergency Management Continuum outlined in Attachment 2.

The following briefly lists how each of the principles are addressed within TRCA's Flood Management Service:

Prevention & Mitigation

1. Understanding our risks: climate, geology, watershed response and potential for climate change.
2. Documenting our risks: floodplain mapping, flood vulnerable area database.
3. Limiting exposure to risk: Planning and Development policies.
4. Preparedness: establishing a flood forecasting and warning program.
5. Reducing risk: creating a flood protection strategy for vulnerable areas and implementing remedial works projects.
6. Reducing risk: constructing and maintaining flood control infrastructure.

Preparedness (there are six pillars of preparedness in emergency management)

1. Emergency Plans
2. Emergency Operations Centre
3. Training
4. Exercises
5. Emergency Information/Communication Plans
6. Public Education

Response (during an event)

1. Flood forecasting (includes issuing flood messages).
2. Flood Infrastructure and Hydrometrics operations (operating flood control infrastructure, e.g., G. Ross Lord Dam).
3. Communications: providing information and advice to response agencies.
4. Data management: preliminary storm analysis, flood event documentation.
5. River watch: providing staff in the field to collect information pertaining to flooding.
6. Human resources: manage staff resources, ensure staff safety.

Recovery (after the event)

1. Risk management: event debrief and lessons learned.
2. Data management: final storm analysis, continue flood event documentation, model calibration.
3. Hydrometrics - gauge maintenance, gauge network upgrades.
4. Flood control infrastructure - infrastructure inspections, documentation, repairs and upgrades.

The Flood Management Service Self-Assessment Based on the Provincial Flood Mitigation Report for Alberta (2006)

Alberta experienced a catastrophic flood in June 2005, resulting in the deaths of three people and over $165 million dollars in disaster service payments. In an effort to identify potential mitigative measures to flooding in Alberta, a ministerial task force was struck in 2005 and a flood mitigation committee was created. A Provincial Flood Mitigation Strategy (2006) was developed with 18 recommendations, organized into three key target areas. The resources required to implement all of the recommendations were estimated at $306 million (one time investment to be stated over a period of years) and a $1.2 million increase in government operational budgets.

Target #1: Making resources available to make informed decisions about flood risks.
TRCA's level of execution: we have addressed 66% of the target goals in this area.

Target #2: Providing support to municipalities to encourage appropriate developments in flood prone areas.
TRCA's level of execution: we have addressed 80% of the target goals in this area.

Target #3: Provide technical expertise to municipalities for river and lake related flooding.
TRCA's level of execution: we have addressed 100% of the target goals in this area.

Attachment 1 lists each of the report recommendations within the three target areas and provides details on how TRCA's Flood Management Services addresses each recommendation. Overall, the guidelines for flood forecasting and warning within Ontario (which were created by the GTA Flood Group and later adopted by the Ministry of Natural Resources) have provided good direction for program development. There are some areas where we have addressed the recommendations but we could be doing more. In particular, under Target #1, TRCA has one of the best floodplain mapping programs in the Province, but we must continue to maintain the quality of the data by committing to a rigid schedule for updates based on new Official Plans for each municipality. Plans for future flood mitigation projects will not prove to be useful without quality floodline mapping as a foundation. Under the same target area, one of the recommendations is to make historic flood information available to the public in an accessible manner (i.e., via websites), including flood risk reports and flood photography. While TRCA has begun work toward this goal through the development of a flood event documentation database and improved web presence there is still much work to do to achieve success in this area.

CONCLUSIONS AND RECOMMENDATIONS

Recent flooding events within Canada and in other countries have reinforced the need to maintain the highest standard of flood management within TRCAs jurisdiction. Although we have many factors in our favour (climate, geology, policy and warnings) there is still quite a high level of risk due to flooding in the TRCA jurisdiction due to development that occurred before TRCA had effective regulations for floodplain management in place. It is important to note that TRCA's responsibility for flood management is limited to riverine flooding and does not include "urban flooding" which is characterized by sewer backups, slow drainage in low lying areas and roads, and basement flooding. However, TRCA can play an important role in assisting our municipal partners in addressing urban flooding issues.

Although the FMS program is well positioned to manage flood risks and emergency management during flood events, there are several areas of improvement that can be realized. These include the implementation of the Flood Protection Strategy (2012) at an accelerated pace, and the implementation of Flood Control Infrastructure maintenance and upgrades as per the State of Repair Report (2013). When comparing TRCA's FMS program to the recommendations from the Alberta Provincial Flood Mitigation Report, it is evident that support of TRCAs floodline mapping program should continue and plans to enable FMS to provide flood risk information to the public using web-based tools should be accelerated.

Municipalities seek to balance the needs for water and sewer infrastructure with that of storm infrastructure. In the face of risks to continued service, storm systems frequently lack the funding and resourcing required to tackle the issues of inadequately sized infrastructure, combined sewers, erosion and retrofits to manage stormwater. Some municipalities are implementing stormwater rates to provide a source of dedicated funding to the management of rain water and we encourage more of the municipalities to follow suit to ensure that funds are available to respond to runoff events and mitigate the potential effects.

Report prepared by: Laurian Farrell, extension 5601
Emails: lfarrell@trca.on.ca
For Information contact: Laurian Farrell, extension 5601
Emails: lfarrell@trca.on.ca
Date: June 24, 2013
Attachments: 1

Attachment 1

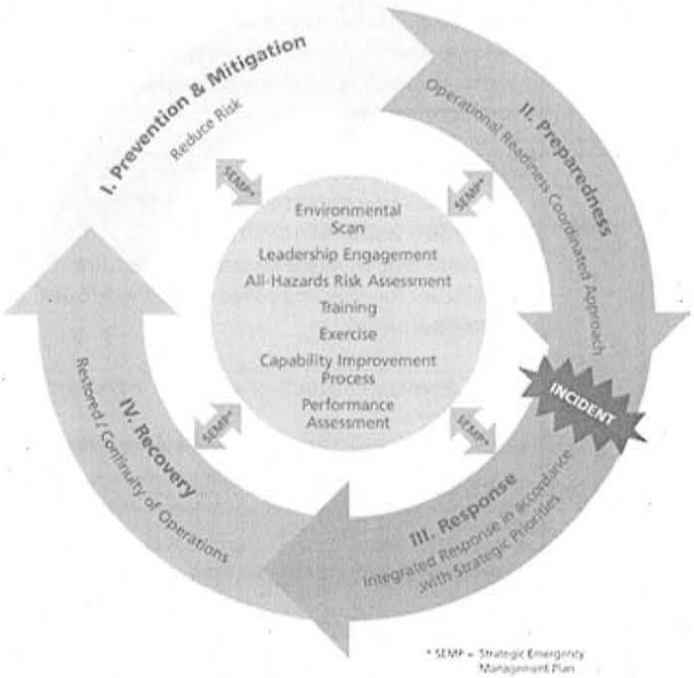
Alberta Provincial Flood Mitigation Report Consultation and Recommendations November 10, 2006 – comparison to TRCA's jurisdiction

Report Recommendations			TRCA's Jurisdiction
Target #1: Alberta has the resources available to make informed decisions about flood risks.			
1	Coordinate the completion of flood risk maps for the identified urban flood risk areas in the province.	✓	• Up to date floodplain mapping for entire jurisdiction • SPA areas clearly mapped • FVA's and FVR's mapped for jurisdiction
2	Develop a map maintenance program to ensure that the flood risk maps are updated when appropriate.	!	• Ongoing updates • Future plan for updates in advance, work with municipalities to coordinate updates with planning initiatives
3	Identify priority rural flood risk areas that require flood risk mapping and develop a program to prepare the maps.	✓	• Floodplain mapping exists for all of TRCA's jurisdiction, with the exception of headwater areas
4	Co-ordinate the determination of the 1:100 year still water lake elevation for all gauged lakes in the province.	✓	• TRCA monitors watersheds to assess risks: reservoir levels associated with all dams, as well as identified areas where critical WL should be monitored, real-time gauging for all critical locations
5	Continue to collect high-water elevation, aerial photography and other appropriate data whenever a significant flood occurs and share this information with local authorities. Alberta Environment should continue to explore and evaluate other methods of collecting flood data such as satellite imagery.	✓	• Photographs and data collected after each event • Flood event documentation database currently in development
6	Make historic flood information available to the public on its web site. Suitable information would include historic high-water elevations, flood risk reports, and flood photography.	!	• Historic data available by request, information and data available on TRCA website and others . (Hurricane Hazel, municipalities, media)
Target #2: Alberta municipalities have the support they need through additional education, guidelines, regulations and programs to encourage appropriate future developments in flood prone areas.			
7	The Minister of Environment designate a flood risk area after the responsible local authority has had an opportunity to review the maps and provide comments on the technical elements. The recommended time period for designation is within six months of receiving the maps.	✓	• Development is restricted/regulated in the floodplain • SPA's are designated in Ontario • Updates to SPA boundaries a collaboration between municipalities, TRCA, province (MNR, MMAH)
8	A notification system be established that will inform any potential buyer that the property is located within a designated flood risk area.	✓	• This is lacking in Ontario, this information is not on title • Information should be more accessible to the public • TRCA has a dedicated staff person to respond to property and legal inquires; and we continue to work on public web-based tool for identification of flood risk areas based on addresses
9	Alberta Municipal Affairs, in consultation with Alberta Environment prepare an information bulletin on the subject of planning for flood-prone lands to be circulated to municipalities.	✓	• TRCA's P&D and FMS staff are dedicated to ensuring our municipal partners have access to our floodplain, FVA, regulation mapping and keeping the lines of communication open whenever there is new data available

	Report Recommendations		TRCA's Jurisdiction
10	The flood mitigation strategy include a cessation of the sale of crown lands in known flood risk areas.	✓	• Province & TRCA do not sell land within the floodplain
11	The "Flood Risk Management Guidelines for Location of New Facilities Funded By Alberta Infrastructure" be followed when province constructs or contributes funding towards new facilities.	!	• Limited ability to restrict this type of development through the EA process, in many cases municipal/public infrastructure is permitted within our regulated areas
12	The provincial government develop programs to cost-share flood mitigation measures to protect existing development in urban and rural areas. The costs should be shared among the federal, provincial, and local governments. In the case of individuals, they could cost-share directly with the federal government.	!	• TRCA recently completed prioritization of all FVA in our jurisdiction as part of our Flood Protection and Remedial Capital Works Strategy • Implementation of the strategy will require significant funding and collaboration with our municipal partners
13	Disaster Recovery Regulations be amended to prohibit disaster recovery payments for new inappropriate development in flood risk areas.	✓	• New development in the floodplain in Ontario is very rare • Ontario Disaster Relief Assistance Program (ODRAP) exists, with very specific qualification requirements
14	The provincial government continue to pursue amendments to the federal disaster financial assistance arrangements to allow federal funding for disaster recovery compensation for damages to appropriate development in flood risk areas.	✓	• Broader discussion...though maybe in SPA's? • No commitment from Federal Government for compensation funds at this time
15	The provincial flood mitigation strategy not include provincially operated or funded flood insurance.	✓	• TRCA agrees with this approach, no FEMA model.
16	The provincial government continue to support local authorities to educate their citizens on the flood risks to their communities.	✓	• TRCA's FMS continues to develop our public outreach program i.e., community events, social media, web presence, etc. Future...educational videos on youtube etc.
Target #3: Alberta government continues to provide technical expertise to municipalities for river related flooding.			
17	Expand its forecasting network to provide an appropriate level of warning for all local authorities exposed to a flood risk.	✓	• Collaboration with municipal partners continues to increase. Influx of support to the Flood Management Service from Peel, York and Toronto in recent years. • TRCA continues to provide a state of the art FFWP within our jurisdiction. New technologies are helping to better predict when/where flooding is occurring. • Reaching TRCA's target audience is constantly evolving i.e., workshops, public events, email, text messages, social media
18	Explore the potential for extending the provincial flood risk mapping program to an emergency mapping program	✓	• TRCA has completed flood risk mapping, and has provided this to municipal partners. FMS has ongoing involvement in municipal emergency exercises and collaboration on emergency communication systems.

Attachment 2

Emergency Management Continuum



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Website: www.durhamcommunityfoundation.ca
Charitable Registration: 89879 7931 RR 0001

12 August 2013

Mr. Martin de Rond
Town of Ajax
65 Harwood Avenue South
Ajax, ON L1S 2H9

RECEIVED
TOWN OF AJAX
13 AOU 19 A

Dear Marty:

On behalf of the board of directors of Durham Community Foundation, I am pleased to provide your endowment fund statement for the **2012** calendar year. If you have any questions at all, please contact me.

This year, we are changing our approach to our annual report. The year's highlights (featuring much of the same information that traditionally appears in an annual report) will be prepared and featured on our website. We will be sure to let you know once that is available.

In the meantime, I would like to introduce you to a new director who joined our Board in June:

> **Edith Alger** Amongst her extensive volunteer experience, Edith has served as a member of Council for Columbus Church and on the board of directors of the YWCA, Information Oshawa, WindReach Farm, Hearth Place, and Feed the Need. She also served on the board of Governors of Durham College and was a member of the committee that established the University of Ontario Institute of Technology. In honour of her service to her community, Edith has been awarded the Paul Harris Medal by Oshawa Rotary and received the 125th Anniversary Queen's Medal.

Your board of directors for 2013/2014 is:

Chair: Kim Lewis, Engineer, GHD

Past Chair: Randy Pickle, Engineer, Morrison Hershfield

Vice Chair: Michelle Miles, Investment Advisor, BMO Nesbitt Burns

Secretary/Treasurer: Howard Smith, Not-for-Profit Consultant & retired Accountant

Directors: Edith Alger, Retired
Sean Lockhart, Director of Resource & Development, Their Opportunity
Deborah Murray, Life & Health Insurance Advisor, Desjardins Financial Security
Janet Marks, Owner, How Solutions
Domenic Tagliola, Will & Estate Planner, TD Wealth Advisory Services

(over)

Thank you very much for your time and your support of Durham Community Foundation. We truly appreciate the faith you've placed in us to manage your donations and we look forward to working closely with you for years to come.

Sincerely,

Janet Georgieff
Executive Director

P.S. We sincerely hope that you enjoy receiving information from the ***Foundation***, but if at any time you would prefer to have your name removed from our mailing list, please telephone our office.

Durham Community Foundation

AUDITED Statement for the year ending December 31, 2012

Ajax Community Fund

	Contributions (Capital)	Accumulated Earnings	Fund Balance
Fund Balance December 31, 2011	$236,356.53	-$11,695.84	$224,660.69
Additions:			
Donations received:	$520.00		$520.00
Investment income		$7,290.24	$7,290.24
Realized/unrealized gains		$18,936.65	$18,936.65
Distributions:			
Grants:		$0.00	$0.00
Administrative & Investment fees:		-$4,493.21	-$4,493.21
Total contributed Capital	$236,876.53		
Total Accumulated Earnings		$10,037.84	
Fund Balance December 31, 2012			$246,914.37

Donor Statement

DURHAM REGION

August 12, 2013

The Regional Municipality of Durham

Office of the C.A.O.

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Garry H. Cubitt
B.Sc., M.S.W., LLD
Chief Administrative Officer

Clerk Martin DeRond
Town of Ajax,
65 Harwood Ave. S.
Ajax ON L1S 2H9

Dear Martin DeRond,

In 2009 the Region of Durham adopted the Durham Region Strategic Plan which included five goals identified as being critical to the well-being of our region. Regional Council also directed staff to provide regular reports on progress in implementation of those objectives

In June 2013, Regional Council received a detailed report on the activities undertaken in support of the goals and objectives of the Plan for 2012. A copy of a brochure highlighting the information in the report is attached for your information. The detailed report and this brochure are also available on our web site at www.durham.ca.

Implementing the Plan is an ongoing process, and we continue to work on the many items that appear in the original document. Some of the actions can be achieved relatively quickly, others will take several years to accomplish. Many of them can only be fully realized in partnership with our community agencies and other levels of government. The goals are all interdependent and success in any one of them relies on progress in the others.

Should you wish to obtain more copies please contact Lorraine Dunn at lorraine.dunn@durham.ca or 905-668-7711 ext. 2103

Yours truly,

Pauline Reid

Pauline Reid
Director of Corporate Policy and Strategic Initiatives
Office of the Regional Chair and CAO

"Service Excellence for our Communities"

100% Post Consumer

TOWN OF AJAX
REPORT

REPORT TO: Council

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

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

SUBJECT: **Final Recommendation - 2013 Development Charge By-Law and Background Study**

WARD(S): All

DATE OF MEETING: September 9th, 2013

REFERENCE: July 4, 2013 – GGC – Public Meeting Regarding Proposed 2013 Development Charge By-Law and Background Study
February 19, 2013 – Community and Affairs Planning Committee
Town of Ajax Transportation Master Plan Update

RECOMMENDATION:

1. **That pursuant to Section 10(1) of the Development Charges Act, 1997, the "Town of Ajax - 2013 Development Charge Background Study" dated June 19th, 2013, prepared by Watson and Associates Economist Ltd., be approved.**

2. **That based on the public input received by the Town, pursuant to Section 12 of the Development Charges Act, 1997, a further public meeting is not necessary.**

3. **That the new corresponding Development Charge By-Law, forming part of the Background Study, be adopted.**

BACKGROUND:

The purpose of this report is to provide Council with the information required to consider passage of a By-Law effective September 9th, 2013, to replace the existing Development Charge By-Law # 83-2008.

The Development Charge Background Study and proposed By-Law were made available to the public on June 19th, 2013, and pursuant to the requirements of the Development Charges Act, 1997, Council held a public meeting on July 4th, 2013.

Subsequent to the public meeting of July 4th, 2013, no written submissions were received.

DISCUSSION:

The 2013 Development Charge study is consistent with the prior study with only the timing of the indexing being adjusted from September 30th to July 1st to line up with The Region of Durham.

FINANCIAL IMPLICATIONS:

The recommended Town of Ajax Development Charges effective September 9th, 2013 are outlined below:

Town of Ajax Recommended Development Charges	Current Charge	Effective Sept. 9, 2013
Residential		
Single & Semi-detached	$ 12,209	$ 14,807
Apts. Two or more bedrooms	$ 6,628	$ 8,319
Apts. Less than two bedrooms	$ 4,365	$ 5,015
Other Dwellings (eg. Townhouses)	$ 9,410	$ 11,583
Non-Residential (per square foot)		
Commercial / Institutional / Industrial	$ 3.48	$ 4.59

The last day to appeal the By-Law is October 21st, 2013, 40 days after the By-Law passed. It is necessary to give notice in the newspaper not later than 20 days after the day the By-Law was passed. In addition, the legislation requires the Town to prepare a pamphlet explaining the approved Development Charge By-Law. This pamphlet will be available to the public at both the Planning & Development and Finance counters at Town Hall within 60 days of the By-Law in force date.

CONCLUSION:

The recommendations contained in the Development Charge Background Study and By-law are in conformity with the provisions of the Development Charge Act, 1997 and represent an important capital funding source for the Town.

ATTACHMENTS:

ATT – Town of Ajax Development Charge By-Law (2013)

http://www.ajax.ca/en/doingbusinessinajax/resources/2013DevelopmentChargesBackgroundStudy-June192013.pdf

Dianne Valentim, B.Comm, CGA
Senior Financial Analyst

Rob Ford, CMA, AMCT
Director of Finance/Treasurer

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NO. xx-2013

BEING A BY-LAW OF THE CORPORATION OF THE TOWN OF AJAX WITH RESPECT TO DEVELOPMENT CHARGES.

WHEREAS section 2(1) of the *Development Charges Act, 1997* (hereinafter called "the Act") enables the Council of a municipality to pass by-laws for the imposition of development charges against land located in the municipality for increased capital costs required because of the increased need for services arising from development in the area to which the by-law applies;

AND WHEREAS the Council of The Corporation of the Town of Ajax has made "The Town of Ajax Development Charge Background Study," dated June 19, 2013, prepared by Watson & Associates Economists Ltd., available to the public at least two weeks prior to the public meeting and has given Notice in accordance with section 12 of the Act of its intention to pass a by-law under section 2 thereof and has heard all persons who applied to be heard whether in objection thereto or in support thereof;

AND WHEREAS the Council in adopting the Development Charge Background Study on September 9th, 2013, directed that development charges be imposed on land under development or redevelopment within the geographical limits of the municipality as hereinafter provided.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AJAX enacts as follows:

1. In this by-law,

DEFINITIONS

(a) "Act" means the *Development Charges Act, 1997, S.O. 1997, c. 27, as amended;*

(b) "agricultural operations" means general farming and shall include such uses as breeding and rearing of livestock, including poultry, fowl and fur-bearing animals, the general cultivation of land and associated production, conditioning, processing and storing of field crops, fruits, vegetables and horticultural crops and the selling of such produce on the premises;

(c) "apartment dwelling" means a dwelling consisting of four or more dwelling units, which units have a common entrance from street level and common halls and /or stairs, elevators and yards;

(d) "bedroom" means any room used or designed or intended for use as sleeping quarters including but not limited to, a den, a study, a family room or other similar use;

(e) "commercial" means any non-residential use not defined as "industrial" in this by-law;

(f) "Council" means the council of the Town;

(g) "detached dwelling" means a dwelling containing only a dwelling unit or a dwelling unit and an accessory apartment

(h) "development" includes redevelopment;

(i) "development charge" means a charge imposed pursuant to this by-law adjusted in accordance with Section 13;

(j) "dwelling unit" means a room or group of rooms in a dwelling used or intended to be used as a single independent and separate housekeeping unit containing a kitchen and sanitary facilities, and has a private entrance from outside the dwelling or from a common hallway or stairway inside the dwelling. For the purpose of this by-law a unit in a retirement residence that may be occupied by a person or persons as his or her residence, shall be deemed to be a dwelling unit;

(k)

(l) “farm building” means a building or structure used, or designed or intended for use in connection with a bona fide agricultural operation and includes barns, silos and similar structures but excludes a building or structure used or designed or intended for use for residential or commercial uses;

(m) “grade” means the average level of finished ground adjoining a building at all exterior walls;

(n) “gross floor area” means the total floor area, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior walls;

(o) “hospital” means land, buildings or structures used, or designed or intended for use as defined in the Public Hospitals Act, R.S.O. 1990, c. P.40, as amended;

(p) “industrial” means any building used for or in connection with,

(i) manufacturing, producing, processing, storing or distributing something and includes a greenhouse;

(ii) research or development in connection with manufacturing, producing or processing something;

(iii) retail sales by a manufacturer, producer or processor of something manufactured, produced or processed, if the retail sales are at the site where the manufacturing, production or processing takes place; and,

(iv) office for administrative purposes, if carried out with respect to manufacturing, processing, producing, storage or distribution and in or attached to the building or structure used for that manufacturing, producing, processing, storage or distribution;

(q) “non-residential use” means land, buildings or structures or portions thereof used, or designed or intended for a use other than a residential use;

(r) “nursing home” means a nursing home owned by an organized body for a non profit purpose where the use is carried on without profit or gain, the body is registered as a charitable organization and is licensed or approved under a special or general Act but does not include any part of a nursing home containing a dwelling unit.

(s) “office” means a building or part thereof, intended or used for the practice of a profession, conduct of a business or public administration;

(t) “other dwelling” means any residential dwelling which is not a detached dwelling, a semi-detached dwelling, or an apartment dwelling;

(u) “parking structure” means a building or structure provided exclusively for purposes of vehicle parking;

(v) “personal service” means premises or a shop where professional or personal services are provided for gain and where the sale of retail goods, wares, merchandise, articles or things is only accessory to the provision of such services;

(w) “place of worship” means that part of a building or structure used for worship and that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, c. A.31, as amended;

(x) “residential care facility" means a publicly or privately funded residential facility having 6 or more beds, not greater than 37 beds, in which *persons* with physical disabilities, *persons* who are developmentally delayed, *persons* with psychiatric disabilities, and/or pensioners are provided care and lodging.

(y) “retirement residence” means a residential building or the residential portion of a mixed-use building which provides accommodation for persons of retirement age, where common facilities for the preparation and consumption of food are provided for the residents of the building, and where each unit or living accommodation has separate sanitary facilities,

less than full culinary facilities and a separate entrance from a common hall;

(z) "retirement residence dwelling unit" means a unit within a retirement residence

(aa) "residential use" means land or buildings or structures or part thereof of any kind whatsoever used, designed or intended to be used as a residence for one or more individuals including a retirement residence but does not include a hotel or motel, a nursing home or a residential care facility;

(bb) "retail" means a building or part thereof, not otherwise defined in this by-law, in which goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail directly to the public;

(cc) "semi-detached dwelling" means the whole of a dwelling divided vertically both above grade and below grade into two separate dwelling units;

(dd) "Town" means The Corporation of the Town of Ajax.

2. SCHEDULE OF DEVELOPMENT CHARGES

(1) Subject to the provisions of this by-law, development charges against land shall be calculated and collected in accordance with the base rates set out in Schedule B, which relate to the services set out in Schedule A.

(2) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows:

(a) in the case of residential development, or the residential portion of a mixed-use development, based upon the number and type of dwelling units, in accordance with Schedule B;

(b) in the case of non-residential development, or the non-residential portion of a mixed-use development, based upon the number of square feet of gross floor area of such development, in accordance with Schedule B.

(3) Council hereby determines that the development of land, buildings or structures for residential and non-residential uses have required or will require the provision, enlargement, expansion or improvement of the services referenced in Schedule A.

(4) This by-law does not provide for the phasing in of the base rates in Schedule B beyond the provision that complete building permit applications received prior to October 9, 2013 and issued by December 31, 2013, will be subject to the development charge rate in effect as of September 7, 2013. A complete building permit means that all drawings and plans have been submitted in final form and all fees and charges have been paid, including the applicable Town of Ajax development charge.

3. APPLICABLE LANDS

(1) Subject to subsections (2), (3), (4) and (7), this by-law applies to all lands in the Town, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, 1990, c.A..31.

(2) This by-law shall not apply to land that is:

(a) owned by and used for purposes of:

(i) a board as defined in subsection 1(1) of the *Education Act*;

(ii) the Town, or any local board thereof;

(iii) The Regional Municipality of Durham, or any local board thereof; or

(b) used for the purposes of:

(i) the development of a farm building used for bona fide agricultural operations;

(ii) a place of worship; or

(iii) a hospital.

(3) This by-law shall not apply to:

(a) a temporary use permitted under a zoning by-law amendment enacted under section 39 of the *Planning Act*;

(b) temporary erection of a building without foundation as defined in the *Building Code Act* for a period not exceeding six (6) consecutive months and not more than six (6) months in any one calendar year on a site;

(c) parking structures;

(d) 50% of the development area of a nursing home;

(e) development where, by comparison with the land at any time within five years previous to the imposition of the charge:

(i) no additional dwelling units are being created;

(ii) no additional non-residential gross floor area is being added;

(f) development of the type referenced in Schedule "C," to the extent of the exemption noted, where such development is located within the Downtown Community Improvement Project Area, as defined in Schedule "E" and as may be amended from time to time.

(g) development of the type referenced in Schedule "D", to the extent of the exemption noted, where such development is located within the Pickering Village Community Improvement Project Area, as defined in Schedule "F" and as may be amended from time to time and subject to the approval of a Community Improvement Project Area for the Pickering Village Community Project Area.

(4) Section 2 of this by-law shall not apply to that category of exempt development described in s.s. 2(3) of the *Act* , namely:

(a) the enlargement of an existing dwelling unit or the creation of one or two additional dwelling units in an existing detached dwelling; or

(b) the creation of one additional dwelling unit in any other existing residential building.

(5) Notwithstanding subsection (4)(a), development charges shall be calculated and collected in accordance with Schedule B where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing dwelling unit.

(6) Notwithstanding subsection (4)(b), development charges shall be calculated and collected in accordance with Schedule B, where the additional dwelling unit has a residential gross floor area greater than,

(a) in the case of a semi-detached dwelling unit, the gross floor area of the existing smallest dwelling unit, and

(b) in the case of any other residential building, the residential gross floor area of the smallest dwelling unit contained in the residential building.

(7) Section 2 of this by-law shall not apply to that category of exempt development described in s.4 of the *Act,* and s.1 of O.Reg. 82/98, namely:

(a) the enlargement of the gross floor area of an existing industrial building, if the gross floor area is enlarged by 50 percent or less;

(b) for the purpose of (a), the terms “gross floor area” and “existing industrial building” shall have the same meaning as those terms have in O.Reg. 82/98 under the Act.

(c) Notwithstanding subsection (a), if the gross floor area is enlarged by more than 50 per cent, development charges shall be payable and collected and the amount payable shall be calculated in accordance with s.4(3) of the Act.

(8) That where a conflict exists between the provisions of this by-law and any other agreement between the Town and the owner, with respect to land to be charged under this by-law, the provisions of such agreement prevail to the extent of the conflict.

4. APPLICATION OF CHARGES

(1) Subject to subsection (2), development charges shall apply to, and shall be calculated, paid and collected in accordance with the provisions of this by-law in respect of land to be developed for residential and non-residential uses within the geographical limits of the Town, where,

(a) the development requires,

(i) the passing of a zoning by-law or an amendment thereto under Section 34 of the *Planning Act,* R.S.O. 1990, cP.13, as amended (the “*Planning Act*”);

(ii) the approval of a minor variance under Section 45 of the *Planning Act*;

(iii) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act* applies;

(iv) the approval of a plan of subdivision under Section 51 of the *Planning Act*;

(v) a consent under Section 53 of the *Planning Act*;

(vi) the approval of a description under Section 9 of the *Condominium Act*, 1998 S.O. c. 19, as amended; or

(vii) the issuing of a permit under the *Building Code Act,* 1992 S.O. c. 23, as amended, in relation to a building or structure.

(2) Subsection (1) shall not apply in respect of local services as described in s.s.59(2) (a) and (b) of the Act;

(3) The development charges imposed on a retirement residence dwelling unit under section 2 shall be payable at the rate applicable to an apartment dwelling unit smaller than 2 bedrooms.

5. LOCAL SERVICE INSTALLATION

Nothing in this by-law prevents Council from requiring, as a condition of any approval under s. 41, 51 or 53 of the *Planning Act.,* that the owner, at his or her own expense, shall install or pay for such local services, as Council may require, or that the owner pay for the local connection to a water, sanitary sewer or storm drainage facility related to the approval or within the area to which the approval relates.

6. MULTIPLE CHARGES

(1) Where two or more of the actions described in Section 4(1) of this by-law are required before land to which a development charge applies can be developed, only one development charge shall be calculated, paid and collected in accordance with the provisions of this by-law.

(2) Notwithstanding subsection (1), if two or more of the actions described in Section 4(1) of this by-law occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule A, an

additional development charge shall be calculated and collected in accordance with the provisions of this by-law.

(3) If a development does not require a building permit but does require one or more of the actions described in Subsection 4(1) of this by-law, then the development charge shall nonetheless be payable in respect of any increased or additional development permitted by such action.

7. SERVICES IN LIEU

Council may authorize an owner, through an agreement under s.38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit, without interest, against the development charge in accordance with the agreement provisions and the provisions of s.39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu, as determined by the Town. In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the Town in respect of the development to which the agreement relates.

8. DEVELOPMENT CHARGE REDEVELOPMENT CREDITS

(1) Where residential space is being converted to non-residential space, the development charge equivalent that would have been payable on the residential space shall be deducted from the charge calculated on the non-residential space being added.

(2) Where non-residential space is being converted to residential space, the development charge equivalent that would have been payable on the non-residential space shall be deducted from the charge calculated on the residential units being added.

(3) An owner who has obtained a demolition permit and demolished existing dwelling units or a non-residential building or structure in accordance with the provisions of the *Building Code Act* shall not be subject to the development charge with respect to the development being replaced, provided that the building permit for the replacement residential units or non-residential building or structure is issued not more than 5 years after the date of issuance of the demolition permit and provided that any dwelling units or non-residential floor area created in excess of what was demolished shall be subject to the development charge imposed under section 2.

(4) No redevelopment credit shall be made in excess of the development charge payable for a redevelopment.

9. TIMING OF CALCULATION AND PAYMENT

(1) Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted by the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.

(2) Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full to the Town.

(3) Notwithstanding subsections (1) and (2), an owner and the Town of Ajax may enter into an agreement to provide for the payment in full of a development charge before building permit issuance or later than the issuing of a building permit.

(4) If a development does not require a building permit, the development charge shall be calculated and paid in full at the rate in effect at the time the approval is granted as a condition of the earliest of any of the approvals required for the development and enumerated in Section 4 of this by-law.

10. BY-LAW REGISTRATION

This By-law or a certified copy of this by-law may be registered against the title to any land to which this by-law applies.

11. RESERVE FUNDS

(1) Monies received from payment of development charges shall be maintained in a separate reserve fund for each service designated in Schedule "A," plus interest earned thereon.

(2) Monies received for the payment of development charges shall be used only in accordance with the provisions of s.35 of the Act.

(3) Where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.

(4) Where any unpaid development charges are collected as taxes under subsection (3), the monies so collected shall be credited to the development charge reserve fund or funds referred to in subsection (1).

(5) The Treasurer of the Town shall, commencing in 2014 for the 2013 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Sections 12 and 13 of O.Reg. 82/98, or any amending regulation.

12. BY-LAW AMENDMENT OR REPEAL

(1) Where this by-law or any development charge prescribed thereunder is amended or repealed by order of the Ontario Municipal Board or by resolution of the Council, the Town Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.

(2) Refunds that are required to be paid under subsection (1) shall be paid to the registered owner of the land on the date on which the refund is paid.

(3) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:

(a) interest shall be calculated from the date on which the overpayment was collected to the day on which the refund is paid;

(b) interest shall be paid at the Bank of Canada rate in effect on the date of enactment of this by-law.

13. DEVELOPMENT CHARGE SCHEDULE INDEXING

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".

14. BY-LAW ADMINISTRATION

This by-law shall be administered by the Finance Department and the Planning and Development Services Department.

15. SCHEDULES TO THE BY-LAW

The following schedules to this by-law form an integral part of this by-law:

Schedule A - Designated Municipal Services Under this By-law

Schedule B - Schedule of Development Charges

Schedule C – Exemption Schedule re s.s.3(3)(f)

Schedule D – Exemption Schedule re s.s.3(3)(g)

Schedule E – Downtown Community Improvement Project Area

Schedule F – (proposed) Pickering Village Community Improvement Project Area

16. DATE BY-LAW EFFECTIVE

This by-law shall come into force and effect on September 9, 2013.

17. EXISTING DEVELOPMENT CHARGE BY-LAW REPEAL

By-law 83-2008 as amended, is repealed, effective the date that this by-law comes into force and effect.

18. SEVERABILITY

If, for any reason, any provision, section, subsection or paragraph of this by-law is held to be invalid, it is hereby declared to be the intention of Council that all of the remainder of this by-law shall continue in full force and effect until repealed, re-enacted or amended, in whole or in part or dealt with in any other way.

19. SHORT TITLE

This by-law may be cited as the "Ajax Development Charge By-law #xx-2013."

20. NON-BINDING NATURE

Nothing in this by-law or Council's approval of a capital forecast shall be construed so as to commit or require the Town or its Council to authorize or proceed with any specific capital project at any specific time.

READ a first and second time this
Ninth day of September, 2013

READ a third time and passed this
Ninth day of September, 2013

_____
Mayor

_____
D-Clerk

SCHEDULE "A"

(To Development Charges By-law xx-2013)

DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW

1. Development-related capital growth studies;
2. Fire, including stations, vehicles and equipment;
3. Transportation, including roads, structures, sidewalks, streetlights, traffic signals, and multi-use trails;
4. Operations, including works yards, vehicles, equipment and services related thereto;
5. Parks, including parkland and trail development and equipment and items related thereto;
6. Recreation, including major indoor recreational facilities, furnishings and equipment and items related thereto;
7. Libraries, including furniture, shelving, equipment and items related thereto and including materials acquired for circulation, reference or information purposes by a library board.

SCHEDULE "B"

SCHEDULE OF DEVELOPMENT CHARGES

(To Development Charges By-law XX-2013)

Service	Residential Development Per Dwelling Unit by Type				Non-Residential
	Single, Semi or Detached	Apartments 2 BR and Larger	Apartments Smaller than 2 BR	Other Dwellings	
Development-related Studies	$ 188	$ 105	$ 64	$ 147	$ 0.10
Fire	$ 327	$ 184	$ 111	$ 256	$ 0.17
Parks	$ 2,269	$ 1,275	$ 768	$ 1,775	$ 0.09
Recreation	$ 3,276	$ 1,841	$ 1,109	$ 2,563	$ 0.13
Libraries	$ 540	$ 303	$ 183	$ 422	$ 0.02
Operations	$ 339	$ 190	$ 115	$ 265	$ 0.16
Transportation	$ 7,868	$ 4,421	$ 2,665	$ 6,155	$ 3.92
Total	$ 14,807	$ 8,319	$ 5,015	$ 11,583	$ 4.59

SCHEDULE "C"

(To Development Charges By-law xx-2013)

EXEMPTION SCHEDULE RE S.S.3(3)(f) PERTAINING TO FULLY OR PARTIALLY EXEMPT DEVELOPMENT USES WITHIN THE DOWNTOWN COMMUNITY IMPROVEMENT PROJECT AREA, AS DEFINED IN SCHEDULE "E"

1. FULL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   1.1 office development consisting of two or more storeys of office uses in a building or hotels of at least six storeys

   1.2 Commercial development provided that:

      (i) the retail/personal service component is located in a non-residential mixed-use building having two or more storeys of office, and the Gross Floor Area of the retail/personal service component does not exceed that of the office component, or,

      (ii) the commercial development is located in a residential mixed-use building 6 storeys in height or greater, and the Gross Floor Area of the commercial uses does not exceed an amount equal to 30% of the total residential Gross Floor area.

   1.3 Residential development equal to or greater than 90 units per net hectare, calculated on a block-by-block basis.

2. 75% RESIDENTIAL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   2.1 Residential development equal to or greater than 25 units per net hectare, but less than 90 units per net hectare, calculated on a block-by-block basis, for those dwelling units for which underground parking is provided in a common area or areas.

3. 50% RESIDENTIAL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   3.1 Residential development equal to or greater than 25 units per net hectare, but less than 90 units per net hectare, calculated on a block-by-block basis, for those dwelling units for which surface parking is provided.

SCHEDULE "D"

(To Development Charges By-law xx-2013)

EXEMPTION SCHEDULE RE S.S.3(3)(g) PERTAINING TO FULLY OR PARTIALLY EXEMPT DEVELOPMENT WITHIN THE PICKERING VILLAGE COMMUNITY IMPROVEMENT PROJECT AREA, AS DEFINED IN SCHEDULE "F"

Program Funding

1. 50% EXEMPTION OF DEVELOPMENT CHARGES FOR ALL ELIGIBLE COMMERCIAL/RESIDENTIAL OR COMMERCIAL/OFFICE MULTI-STOREY DEVELOPMENT PROVIDED THAT:

   1.1 The new residential/commercial or commercial/office development consists of two or more storeys with the ground floor only comprised of any of the following uses: retail stores, restaurants, art gallery, place of entertainment, museum, convenience store, financial institution (bank only) as defined in Zoning By-law 95-2003.

2. 50% EXEMPTION OF DEVELOPMENT CHARGES FOR ALL DEVELOPMENT PROVIDED THAT:

   2.1 The development provides a minimum of 60% of required on-site parking as underground parking and/or above ground deck parking that is appropriately designed to fit in with the proposed development and existing streetscape at the discretion of the Town.

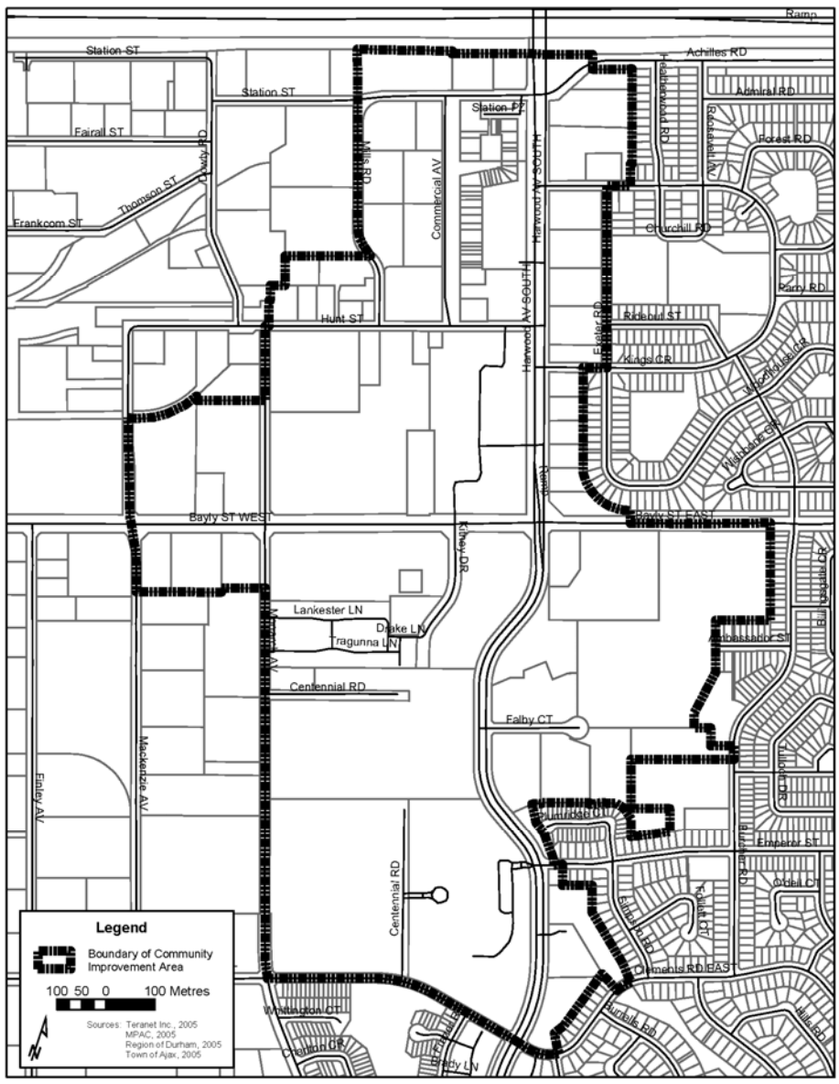
3. PROJECTS WHICH SATISFY BOTH SECTION 1.1 AND 2.1 ABOVE WILL BE ELIGIBLE FOR A FULL EXEMPTION OF THE TOWN OF AJAX DEVELOPMENT CHARGES.

SCHEDULE "E"

(To Development Charges By-law xx-2013)

AREA BOUNDARIES FOR THE TOWN OF AJAX
DOWNTOWN COMMUNITY IMPROVEMENT PROJECT AREA

Schedule 'A' of By-law 43-2005

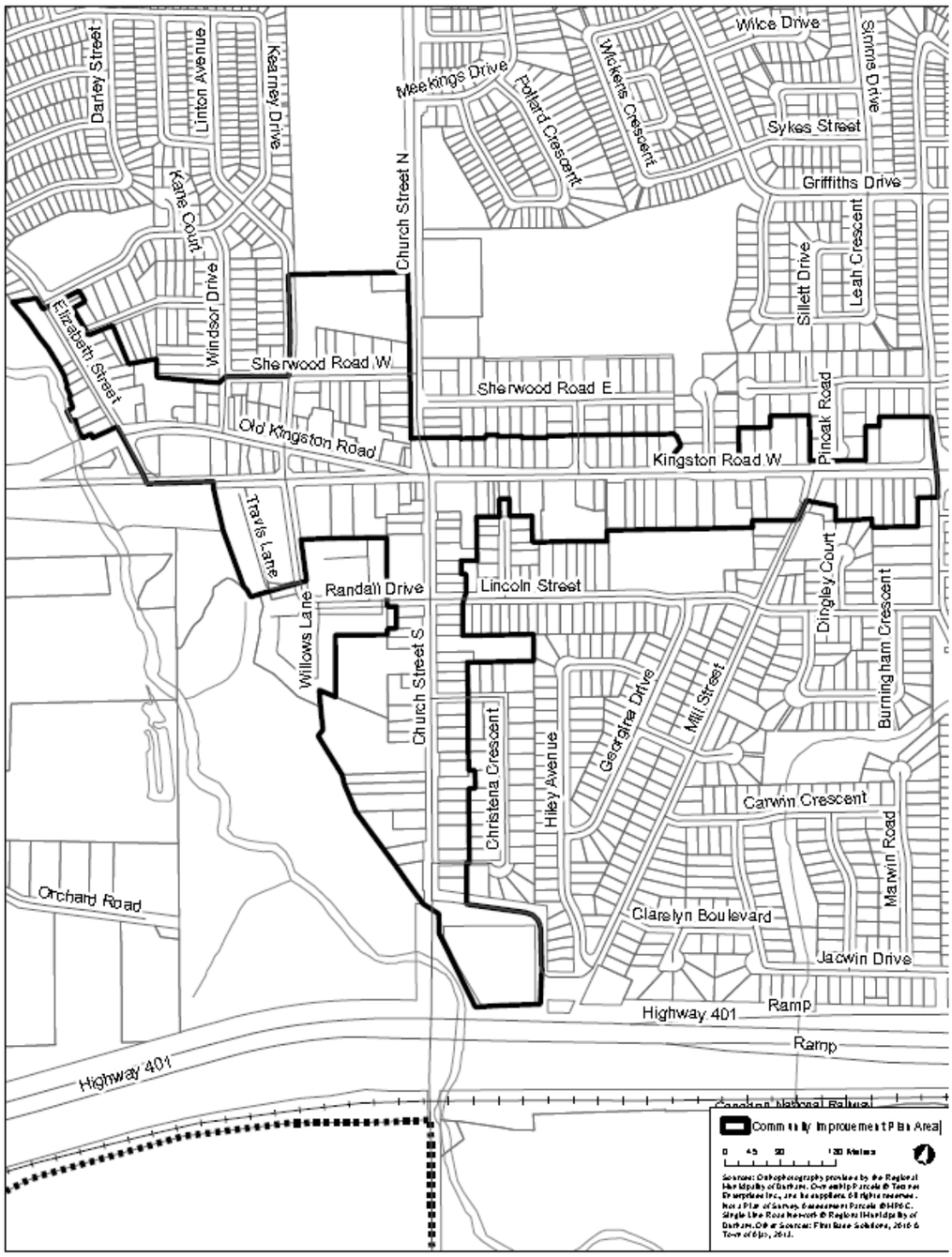


This plan may be amended from time to time without the need to amend this Schedule "E"

SCHEDULE "F"

(To Development Charges By-law xx-2013)

AREA BOUNDARIES FOR THE TOWN OF AJAX
(Proposed) PICKERING VILLAGE COMMUNITY IMPROVEMENT PROJECT AREA



This plan may be amended from time to time without the need to amend this Schedule "F"

REPORT TO:	Council
SUBMITTED BY:	Dave Meredith Director, Operations and Environmental Services
PREPARED BY:	Tim Murphy Supervisor, Infrastructure and Capital Projects
SUBJECT:	**Contract Award – MCC Front Entrance Improvements**
WARD(S):	All
DATE OF MEETING:	September 9, 2013
REFERENCE:	Tender No. T13027 Capital Account No. 948011 - MCC Front Entrance Improvements

RECOMMENDATION:

1. **That the report on the contract award to Lakeridge Contracting Ltd., in the amount of $126,327.50 (inclusive of all taxes) for the MCC Front Entrance Improvements, be received for information.**

2. **That Council approve funding of $6,138.01 to be allocated to Capital Account No. 948011 from Capital Projects Reserve.**

BACKGROUND:

As provided for under the Purchasing By-Law, this contract was awarded by the Mayor, CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

Through the 2013 capital budget process, staff identified improvements for the McLean Community Centre front entrance. The existing front entrance and planting beds have deteriorated resulting in settlements, potholes and uneven surfaces. Staff retained a consultant in 2011 to provide a renewed front entrance design and improved pedestrian linkages to the front doors of the MCC. The design included the removal of the interlocking pavers and replacement with a decorative coloured concrete which improves pedestrian flow and reduces maintenance while providing an aesthetically appealing entrance to the facility. Also included in this design are improvements to the planting beds, bicycle parking and new curbs at the front entrance.

DISCUSSION:

Request for Tender (RFT) documents were issued to ten prospective bidders with bids being received back from four of these, prior to the closing on June 25, 2013. Upon review of the four bids received, a number of provisional items listed in the Bid Document were removed from the award, resulting in an Adjusted Total Tender Amount. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT	ADJUSTED TOTAL TENDER AMOUNT
Lakeridge Contracting Ltd.	$170,326.31	$126,327.50
Aloia Bros. Concrete Contractors Ltd.	$173,326.31	$151,257.28
Cedar Springs Landscape Group Ltd.	$209,656.81	$152,139.81
Royalcrest Paving & Contracting Ltd.	$210,833.71	$179,357.56

FINANCIAL IMPLICATIONS:

Capital Account No. 948011 – MCC Front Entrance Improvements

Approved Capital Budget		$120,000.00
Contract (net of HST rebate)	$113,761.83	
Material Testing	$1,000.00	
Contingency	$ 11,376.18	$126,138.01
Over Budget		($6,138.01)

A contingency amount has been allocated for this project. The specific amount for MCC Front Entrance Improvements has been set at 10% of the net contract price in order to rectify soft spots, drainage issues or additional compaction testing if required. Over-runs may occur on the estimated quantities of asphalt paving to be replaced and additionally an amount must exist for the excavation, replacement and compaction of suitable granulars if soil conditions are such that it is deemed necessary to perform these works.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

Communications will include the provision of a construction outline and schedule on the Town's website and where appropriate construction notice signs will be posted. The Town's contractors will be instructed to ensure that adequate safety measures are in place to protect the public during construction.

Minor disruptions due to noise and the closing of the front entrance during construction will be experienced by users of the community centre. Every effort, however, will be made to keep these inconveniences to a minimum throughout the process. Communication will include the following:

- Provision of a construction outline and schedule on the Town's website;
- Construction Notice Signs will be placed at the community centre entrances in advance of construction;

CONCLUSION:

Staff awarded the Contract for MCC Front Entrance Improvements to Lakeridge Contracting Ltd., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

_____
Tim Murphy
Supervisor, Infrastructure and Capital Projects

_____
Dave Meredith
Director, Operations and Environmental Services

_____
Rob Ford
Director of Finance/Treasurer

_____
Brian Skinner
CAO

_____
Steve Parish
Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**MCC - Front Entrance Imp**
Submitted By	Tim Murphy, Supervisor, Infrastructure & Capital Projects
Start Year	2013
Project Number	0948011

PROJECT DESCRIPTION / JUSTIFICATION

Scope: Improvements to the front entrance of the McLean Community Centre include the following works:

- hard surface replacement
- accessible pedestrian connection enhancements
- landscape upgrades
- curb and sidewalk replacements
- site furniture (bicycle parking, benches, etc.)

Rationale: The front entrance hardscapes and planting beds at the MCC are aging. With aging comes deterioration, settlements, potholes and uneven surfaces. Staff retained a consultant in 2011 to provide a renewed front entrance design and improved pedestrian linkages to the front doors of the MCC. The design included the removal of the interlocking pavers and replacement with a decorative coloured concrete which improves pedestrian flow and reduces maintenance while providing an aesthetically appealing entrance to the facility. Also included in this design are updates to the planting beds, bicycle parking and new curbs and sidewalks at the front entrance.

Improvements include additional landscape, hard surface enhancements, bus drop-off refinements and additional furniture (bike racks and waste receptacles)

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**120,000**					**120,000**
General Levy	**120,000**					**120,000**
Total Funding	**120,000**					**120,000**

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Catherine Bridgeman
Manager, Infrastructure and Capital Projects

SUBJECT: **Contract Award Roof and Skylight Replacement Fire Hall No.2**

WARD(S): All

DATE OF MEETING: September 9, 2013

REFERENCE: **T13026 - Roof and Skylight Replacement – Fire Hall No.2**
Capital Account 943411 Skylight Replacement
Capital Account 943611 Roof Replacement

RECOMMENDATION:

1. **That the report on the contract award to Proteck Roofing and Sheet Metal in the amount of $198,202.00 (inclusive of all taxes) be received for information.**

2. **That Council approve the funding of $32,330.49 , to be allocated to Capital Account No. 943611 from the Building Repair Reserve**

3. **That Council approve the transfer to the Building Repair Reserve the amount of $147,557.76 from the closing of Capital Account 934411 MCC Lobby Skylight Window Repairs.**

BACKGROUND:

The existing skylight windows at Fire Station #2 are 37 years old and have exceeded the normal life expectancy and are failing, with cracking visible on the outer glass. The project will replace the glazing units with new units that meet the current codes and standards for skylight glazing.

The existing roof membrane with stone ballast is approximately 25 years old and at the end of its useful life cycle. Staff have performed repairs on this roof to keep it in good condition, however, it now requires replacement. The new roof system will be similar in nature comprised of an insulating layer, a rubber membrane and stone ballast to ensure the Station will be protected for many years.

As provided for under the Purchasing By-Law, this contract was awarded by the Mayor, CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period**.**

DISCUSSION:

Request for Tender (RFT) documents were issued to 15 prospective bidders with bids being received back from seven of these, prior to the closing on July 23, 2013. Upon review of the seven bids received, one of the bid submissions was found to be non-compliant and therefore cannot be considered in the award. Listed below is a summary of the bids considered:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Proteck Roofing & Sheet Metal	$198,202.00
Sproule Specialty Roofing Ltd.	$215,830.00 – Partial Bid
Can-Sky Roofing & Sheet Metal	$249,080.25
Semple Gooder Roofing Corp.	$287,152.21
R-Chad General Contracting Inc.	$324,312.00
Duron Ontario Ltd.	$402,958.00

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% for the skylight replacement, and a contingency amount of 15% for the roof replacement.

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

Contract commencement is schedule for August 12, 2013 and completion is expected by November 30, 2013

FINANCIAL IMPLICATIONS:

Capital Account No. 943411 – Fire Station #2 Skylight Replacement

Approved Capital Budget		$160,000.00
Available Budget		$160,000.00
Current Award		
Contract (net of HST rebate)	$70,519.68	
Contingency	$14,103.93	$84,623.61
Available Budget		$75,376.39

A contingency amount has been allocated for this project. The specific amount for Skylight Replacement has been set at 20% of the net contract price in order to address any issues that may arise during this construction project.

Capital Account No. 943611 – Fire Station #2 Roof Replacement

Approved Capital Budget		$100,000.00
Previous Awards/Expenditures		
Consulting Fees	$ 8,168.03	
Available Budget		$91,831.97
Current Award		
Contract (net of HST rebate)	$107,967.36	
Contingency	$ 16,195.10	$124,162.48
Over Budget		$(32,330.49)

A contingency amount has been allocated for this project. The specific amount for Roof Replacement has been set at 15% of the net contract price in order to address any concealed conditions that could arise during this construction project.

Partial funding for this Project will be made available by cancelling Capital Account No. 934411 MCC Lobby Skylight Window Repairs. The Capital Detail Sheet is attached for information.

Funding not to exceed $32,330.49 will be allocated from the Building Repair Reserve.

COMMUNICATION ISSUES:

Communications will include for construction notice signs to be posted. The Town's contractors will be instructed to ensure that adequate safety measures are in place during construction.

Minor disruptions due to noise and the dust during construction will be experienced by users of the facility. Every effort, however, will be made to keep these inconveniences to a minimum throughout the process.

CONCLUSION:

Staff awarded the Contract for Roof and Skylight Replacement – Fire Hall No.2 to Proteck Roofing and Sheet Metal, during Council's recess period, all in accordance with the Town's Purchasing By-Law.

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Catherine Bridgeman
Manager, Infrastructure and Capital Projects

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Dave Meredith
Director, Operations and Environmental Services

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Rob Ford
Director of Finance

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Brian Skinner
Chief Administrative Officer

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Steve Parish
Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Fire & Emergency Services
Section	Fire Administration
Project Name	**Fire Stn 2 - Skylight Repl**
Submitted By	Catherine Bridgeman, Manager of Infrastructure & Capital Projects
Start Year	2013
Project Number	0943411

PROJECT DESCRIPTION / JUSTIFICATION

The skylight windows at Fire Station 2 are 37 years old. The skylights have exceeded the normal life expectancy and are failing, with cracking visible on the outer glass units.

The glazing units are separate sheet glass, separated by aluminum spacers and sealing gaskets. The interior glass unit (IGU's) is reinforced with wire mesh, while the outer units are a sheet glass with silver reflective coating. These units are not tempered glass and as such do not meet current codes and standards for skylight glazing.

Staff have completed a designated substance survey on the building and the project will make provisions to remove and dispose of the designated substances as part of the replacement project.

It has been reviewed and noted that the existing aluminum framing remains in serviceable condition, however the glazing on all skylights will require upgrading and replacement to meet current standards. Staff are recommending that the new glazing be upgraded to sealed Insulating Glass Units (IGU's).

Since the original manufacturer of the skylight system is no longer in business, existing framing will require some modifications to accept replacement IGU glazing to make the skylight system more functional. The modifications will include replacement of all seals, gaskets, and modification of spacers. Existing pressure plates can be refurbished and reused and existing snap caps can be electrostatically painted to give them a new appearance.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	160,000					160,000
Building Repair Reserve	160,000					160,000
Total Funding	160,000					160,000

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Fire & Emergency Services
Section	Fire Administration
Project Name	**Fire Stn 2 - Roof Repl**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2013
Project Number	0943611

PROJECT DESCRIPTION / JUSTIFICATION

The existing roof membrane with stone ballast is approximately 25 years old and at the end of its useful life cycle. Staff have performed repairs on this roof to keep it in good condition; however, it requires replacement. The new roof system will be similar in nature comprised of an insulating layer, a rubber membrane, and stone ballast to ensure the Station will be protected for many years.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	100,000					100,000
Building Repair Reserve	100,000					100,000
Total Funding	100,000					100,000

TOWN OF AJAX
2012 CAPITAL BUDGET / 2013-2016 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**MCC - Lobby Skylight Repairs**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2012
Project Number	0934411

PROJECT DESCRIPTION / JUSTIFICATION

The McLean Community Centre Lobby skylight windows are a beautiful feature of the facility. These skylights are approximately 18 years old and have numerous leaks that need to be repaired. Along with these leaks, numerous panels have lost their gas inside the window that provides a thermal seal to help prevent heat loss. These windows are full of condensation and hard to look through. Staff propose replacement of these skylights that are cracked or broken and replacement of some of the units that have lost their gas inside. Also included in this work is some minor roof repairs.

EXPENDITURES / FUNDING

	2012	2013	2014	2015	2016	Total
Total Expenditures	150,000					150,000
Building Repair Reserve	150,000					150,000
Total Funding	150,000					150,000

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Dave Meredith
Director of Operations and Environmental Services

PREPARED BY: Catherine Bridgeman
Manager, Infrastructure and Capital Projects

SUBJECT: Contract Award – Construction of the Ajax Pan Am Ball Park

WARD(S): All

DATE OF MEETING: September 9, 2013

REFERENCE: **GGC Report – March 22nd, 2012**
GGC Report – July 5th, 2012
GGC Report – November 8, 2012
GGC Report – July 4, 2013
Capital Account 939911- 2015 Pan/Parapan AM Games

RECOMMENDATION:

That the report on the contract award to Gateman Milloy in the amount of $4,267,316.84 (inclusive of all taxes) for the Construction of the Ajax Pan Am Ball Park , be received for information.

BACKGROUND:

As provided for under the Purchasing By-Law, this contract was awarded by the CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

On November 8, 2012 staff presented a report to General Government Committee regarding the recommendation of staff that O'Connor Mokrycke Consultants be awarded the contract, for Detailed Design for the TO2015 Baseball, Softball Venue at Sportsplex Park. Subsequently, on November 12, 2012 Council passed the following resolution:

That That Council award the contract for the detailed design of the TO2015 Baseball, Softball Venue to O'Connor Mokrycke Consultants in the amount of $424,750.05 (inclusive of all taxes)

That the Town's s proportionate share (44% of eligible cost) of $3,960,000.00, for the 2015 Pan/Parapan AM Games total capital costs be funded from the Infrastructure Reserve (Slots)".

On July 4, 2013 staff presented a report to General Government Committee/Council that authorized the Mayor and Clerk to execute the Ajax Baseball and Softball Centre Facility Agreement that supports the Town of Ajax hosting the men's and women's baseball and softball sporting event for the Toronto 2015 Pan/Parapan American Games.

DISCUSSION:

On Tuesday April 30, 2013 TO2015 and the Town of Ajax undertook a Request for Pre-Qualification [RPQ] for General Contractors to cover the Phase 1 – TO2015 Baseball, Softball Venue Development. This RPQ resulted in the appointment of three Pre-Qualified General Contractors.

Request for Tender (RFT) documents were issued to the three Pre-Qualified General Contractors with bids being received back from all of these, prior to the closing on July 10, 2013. All of the bids received exceeded the budget for this portion of the project.

Upon review of the submitted bids and in accordance with TO2015 Purchasing Policies, TO2015 and Town of Ajax staff met with the two low bidders to look for opportunities to reduce costs. These discussions resulted in the issuance of a post tender addendum. Listed below is a summary of the revised bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Gateman- Milloy Inc	$ 4,267,316.84
Davan Group Inc.	$ 4,286,090.00

During the past six months, staff have consulted with the various user groups as well as members of the community. The first phase of construction is intended to upgrade two existing softball diamonds, as well as the existing baseball diamond. In addition, a second baseball diamond will be constructed where two existing soccer fields are currently situated.

The upgrades to the existing fields at the Ajax Pan Am Ball Park can be summarized as follows:

Softball Premier Field Improvements;

- Installation of new permanent outfield fence and new warning track
- Revise and upgrade existing lighting
- Upgraded covered dugouts
- Scoreboard
- Irrigation and sod remediation

Softball Competition Field Improvements;

- New permanent baseline fencing
- Enhanced maintenance for turf and infield
- Safety cover, all fences
- Upgraded covered dugouts

Baseball Competition and Premier Field Improvements;

- Removal of existing field
- Grading and installation of sub-drainage system
- New baseball field construction including: fencing, dugouts, irrigation, bullpens and batting tunnels (competition field only)
- New outfield fence
- Reconstructed seating area
- New scoreboard (competition field only)
- Clay infield and warning tracks
- New natural sports turf
- Removal of existing soccer field (premier field only)

Baseball Premier Field Improvements;

- Removal of existing soccer fields
- Temporary baseball fields as detailed within baseball competition field improvements

In addition to this first phase of construction, a second set of Tender Documents will be prepared that will focus on the development of the two artificial soccer fields within the Town of Ajax.

The Capital Expenditure Control Policy provide for a contingency in excess of 10% when recommended by the Department Head an 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 15% for the Ajax Pan Am Ball Park.

FINANCIAL IMPLICATIONS:

Capital Account No.939911 – 2015 Pan/Parapan AM Games

	TO2015	Town	Total
Total Project Costs	$4,760.000.00	$3,960,000.00	$8,720,000.00
Previous Awards/Expenditures			
Consulting - O'Connor Mokrycke	$231,545.13	$189,205.45	$420,750.58
TO2015 Project Mgmt Fees	$140,000.00	$114,400.00	$254,400.00
Other consulting, misc costs	$17,793.71	$14,540.00	$32,333.71
	$389,338.84	$318,145.45	$707,484.29
Available Project Costs			$8,012,515.71
Current Award			
Contract (net of HST rebate)	$2,114,776.50	$1,728,074.50	$3,842,851.00
Contingency 15%	$317,216.48	$259,211.17	$ 576,427.65
	$2,431,992.98	$1,987,285.67	$4,419,278.65
Available Project Costs			$3,593,237.06

Contingency will be used for any unforeseen costs during the construction process including soil conditions and to satisfy any requirements of international baseball and softball associations.

COMMUNICATION ISSUES:

As this project represents an important infrastructure commitment by the Governments of Canada, and Ontario, Toronto TO2015 and The Town of Ajax, a comprehensive communication and stakeholder relations plan is necessary to ensure the public is informed and engaged where necessary on project developments. This plan will support effective communications with project stakeholders and the surrounding community. To ensure the timely exchange of information and establish clear lines of communication, staff will work with the TO2015 Project Team to develop a communication protocol to support the implementation of the Project.

CONCLUSION:

Staff awarded the Contract for Construction of the Ajax Pan Am Ball Park to Gateman Milloy during Council's recess period.

Catherine Bridgeman
Manager, Infrastructure & Capital Projects

Dave Meredith
Director, Operations & Environmental Services

Rob Ford
Director of Finance/Treasurer

Brian Skinner
Chief Administrative Officer

TOWN OF AJAX
REPORT

REPORT TO:	Council
SUBMITTED BY:	Dave Meredith Director of Operations and Environmental Services
PREPARED BY:	Dana Smith Area Supervisor Steve Brake Manager of Operations
SUBJECT:	**Contract Award – Storm Sewer Infrastructure Maintenance**
WARD(S):	All
DATE OF MEETING:	September 9, 2013
REFERENCE:	RFT No. T13030

RECOMMENDATION:

1. **That the report on the contract award to Superior Catchbasin Services Ltd., in the amount of $85,580.55 (inclusive of all taxes) for Storm Sewer Infrastructure Maintenance – Section 1 - Catchbasin Cleaning, be received for information.**

2. **That Staff be authorized to renew the contract for Storm Sewer Infrastructure Maintenance – Section 1 - Catchbasin Cleaning, for an additional two one year periods, pending an analysis and satisfactory performance review at the anniversary date of the contract, in the estimated amount of $184,212.14 (inclusive of all taxes).**

3. **That the report on the contract award to Multi-Vac Services Ltd. in the amount of $27,543.75 (inclusive of all taxes) for Storm Sewer Infrastructure Maintenance – Section 2 – Storm Sewer Flushing, Section 3 – Closed Circuit TV (CCTV) Inspection, and Section 4 – Hydro Excavation be received for information.**

4. **That Staff be authorized to renew the contract for Storm Sewer Infrastructure Maintenance – Section 2 – Storm Sewer Flushing, Section 3 – Closed Circuit TV (CCTV) Inspection, and Section 4 – Hydro Excavation an additional two one year periods, pending an analysis and satisfactory performance review at the anniversary date of the contract, in the estimated amount of $56,751.15 (inclusive of all taxes).**

BACKGROUND:

Catchbasin Cleaning

This annual maintenance process removes any construction debris, silt, sand or any other material or objects that have entered the storm water sewer system within the catchbasin. This maintenance program reduces the risk of storm sewer blockages that could potentially restrict the flow of water from the catchbasin to the mainline sewer thereby resulting in on-street flooding. All cost associated with this function, including the disposal of the collected materials are included in this program.

Storm Sewer Flushing

On an annual basis the Town contracts the power flushing of storm sewer leads and mainlines to clear them of debris, silt and other materials. This maintenance process further reduces the risk of restrictions in the storm sewer pipes that would reduce flow characteristics potentially causing stormwater build-up and flooding. All costs associated with this function, including the supply of all materials needed to perform the work including the disposal of the collected materials.

CCTV (Closed Circuit Television Inspection)

On an as needed basis, the Town of Ajax hires contractors to provide Closed Circuit Television Inspection services (CCTV) for storm sewers. CCTV work is completed by sending a small remote controlled, self propelled, camera through the storm sewer pipes to document deficiencies or record conditions. This information is necessary to verify maintenance issues without causing any disruptions to the road surface that would normally be created by a much more costly conventional excavation.

Hydro Excavation

Hydro Excavation is becoming a best practice that is now being used throughout the construction industry. Hydro Excavation utilizes a powerful truck mounted vacuum together with high pressure water to excavate earth like materials. This process can be used to complete a variety of tasks related to our specific work including but not limited to sign installations, underground utility investigations and soil sampling. The Town of Ajax Operations Department maintains and installs numerous roadway and other types of signs each year. In order to complete this work staff typically hand dig or utilize our mechanical excavating equipment. Hydro Excavation offers many advantages to improve our scope of work such as reducing the risk of damaging underground utilities, creating less disruption to grassed boulevard areas and improving staff efficiencies as well as improving health and safety of our staff when completing multiple sign and post installations.

Summary

Catch Basin Cleaning, Storm Sewer Flushing and Hydro Excavation services are all completed by contractors that use a similar piece of equipment. Closed Circuit Camera Television work is carried out with other specialized equipment, however, the same contractors typically provide

these maintenance services. As a result, all of the required services have been formalized into a single multi-year tender in order to streamline the accounting and competitive bidding process. All potential vendors were provided with the option of bidding on one or more sections of the tender document.

As provided for under the Purchasing By-Law, this contract was awarded by the CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

DISCUSSION:

Request for Tender (RFT) documents were issued to seven prospective bidders, with bids being received back from three of these, prior to closing on June 25, 2013. Upon review of the three bids received, some arithmetic 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 (Partial)	CORRECTED TOTAL TENDER AMOUNT (Partial)
Pipetek Infrastructure Services	$69,376.28	$69,376.28
Multi-Vac Services Ltd.	$133,407.11	$392,425.15
Superior Catchbasin Services Ltd.	$269,792.69	$269,792.69

FINANCIAL IMPLICATIONS:

Funds for Storm Sewer Infrastructure Maintenance are included in the Operations and Environmental Services Department operating budget.

COMMUNICATION ISSUES:

Not Applicable

CONCLUSION:

Staff awarded the Contract for Storm Sewer Infrastructure Maintenance to the following Contractors; Section 1 - Catchbasin Cleaning to Superior Catchbasin Services Ltd; Section 2 – Storm Sewer Flushing, Section 3 – Closed Circuit TV (CCTV) Inspection and Section 4 – Hydro Excavation to Multi - Vac Services Ltd. during Council's recess period, all in accordance with the Town's Purchasing By-Law.

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Dave Meredith
Director of Operations and Environmental Services

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Steve Brake
Manager of Operations

_____
Dana Smith
Area Supervisor, Operations

_____
Rob Ford
Director of Finance/Treasurer

_____
Brian Skinner
CAO

TOWN OF AJAX
REPORT

REPORT TO:	Council
SUBMITTED BY:	Dave Meredith Director, Operations and Environmental Services
PREPARED BY:	Rick Chalmers Supervisor, Infrastructure and Capital Projects
SUBJECT:	**Contract Award – Consulting Services ~ Streetlight Inventory and Condition Assessment**
WARD(S):	All
DATE OF MEETING:	September 9, 2013
REFERENCE:	Tender No. T13031 Capital Account No. 946011 – Streetlight Inventory & Assessment

RECOMMENDATION:

1. **That Council award the contract for Consulting Services ~ Streetlight Inventory and Condition Assessment to LEA Consulting Ltd. in the amount of $207,162.90 (inclusive of all taxes).**

2. **That Council approve funding of $95,212.27 to be allocated to Capital Account No. 946011 – Streetlight Inventory and Assessment from the Federal Gas Tax Reserve.**

3. **That Council approve the transfer to the Federal Gas Tax Reserve, the amount of $98,000 from the closure of the following Capital Account No's.**

943511 - Fire Station 1 Condensing Unit -	**$60,000**
945711 - Energy Upgrades - Hand Dryers -	**$38,000**
Total	**$98,000**

BACKGROUND:

The Town of Ajax has an estimated 9,500 streetlights. The location of these streetlights is undocumented and the condition of poles, luminaries and wiring is unknown. An increasing number of the original concrete poles are showing signs of deterioration and underground wiring is breaking down due to age. The Streetlight Inventory and Condition Assessment will develop a comprehensive inventory of all streetlights and a corresponding condition assessment identifying short term and long term maintenance priorities. The objective of the Streetlight

Inventory and Condition Assessment is to map the location of each streetlight and assess the current condition of each streetlight pole and appurtenances, recommend a plan for immediate replacement and long term maintenance of infrastructure.

As provided for under the Purchasing By-Law, this contract was awarded by the Mayor, CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

DISCUSSION:

Request for Tender (RFT) documents were issued to 16 prospective bidders with bids being received back from three of these, prior to the closing on July 9, 2013. Upon review of the three bids received, one of the bid submissions was found to be non-compliant and therefore cannot be considered in the award. Listed below is a summary of the bids considered:

NAME OF BIDDER	TOTAL TENDER AMOUNT
LEA Consulting Ltd.	$207,162.90
MMM Group Ltd.	$247,809.00

FINANCIAL IMPLICATIONS:

Capital Account No. 946011 – Streetlight Inventory & Assessment

Approved Capital Budget		$110,000.00
Contract T13031 (net of HST rebate)	$186,556.61	
Contingency	$ 18,655.66	$205,212.27
Over Budget		$(95,212.27)

A contingency amount has been allocated for this project. The specific amount for Streetlight Inventory & Assessment has been set at 10% of the net contract price in order to address any issues that could arise during this assessment. The actual number of streetlights is unknown and additional cost may be incurred should the actual number of streetlight differ greatly from the estimated number.

Partial funding for this Project will be made available by canceling Capital Account No. 943511 Fire Station 1 Condensing Unit and 945711 Energy Upgrades - Hand Dryers. The Capital Detail Sheet is attached for information.

Funding not to exceed $95,212.27 will be allocated from Building Repair Reserve.

COMMUNICATION ISSUES:

There will not be any noticeable disruption to the public traveling on our roadways. Minor disruptions may be experienced by residents who have backyard hydro lines during the assessment phase of the project. The Consultant will be in contact with residents before attempting to access rear yards. The Town's contractors will be instructed to ensure that adequate safety measures are in place to protect the public

CONCLUSION:

Staff awarded the Contract for Consulting Services ~ Streetlight Inventory and Condition Assessment to LEA Consulting Ltd., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

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Rick Chalmers
Supervisor, Infrastructure and Capital Projects

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Dave Meredith
Director, Operations and Environmental Services

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Rob Ford
Director of Finance

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Brian Skinner
Chief Administrative Officer

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Steve Parish
Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Operations & Environmental Services
Section	Infrastructure
Project Name	**Streetlight Pole Cond. Study**
Submitted By	Catherine Bridgeman, Manager of Infrastructure & Capital Projects
Start Year	2013
Project Number	0946011

PROJECT DESCRIPTION / JUSTIFICATION

The maintenance of the Town's Streetlight Inventory was transferred to the Town from Veridian approximately four (4) years ago. The completion of an overall condition assessment is required to gather data, identify deficiencies and establish priorities, to improve the streetlight infrastructure in the Town of Ajax.

A consultant will be retained to provide the following information:

- Gather all existing mapping, pole and luminaire information from all sources including Veridian and their consultants.
- GPS Location for all streetlight poles (including hydro poles);
- Establishment of numbering system for each streetlight;
- Mapping of poles and attributes compatible with current GIS system;
- Identification and mapping of; pole number, height, type, color, re-order product number;
- Luminaire style, wattage, re-order product number, mounting style pole top vs arm;
- Arm style, length, colour, re-order product number,
- Identification and mapping of demarcation points for each luminaire, Identification and mapping of disconnects and poles controlled by them.
- Pole condition survey, (replacement priorities), Luminaire Condition Survey, (replacement priorities), Arm and Bracket Condition Survey.

The consultant will also be asked to provide an overall summary report based on their findings,and identify priorities and provide recommendations for the necessary improvements to the streetlight infrastructure.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**110,000**					**110,000**
Federal Gas Tax Reserve Fund	**110,000**					**110,000**
Total Funding	**110,000**					**110,000**

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Fire & Emergency Services
Section	Fire Administration
Project Name	**Fire Stn 1 - Cond. Unit Rep**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2013
Project Number	0943511

PROJECT DESCRIPTION / JUSTIFICATION

The condensing unit for the HVAC system that supplies cooling to the entire Fire Station needs to be replaced. This unit has been maintained in a state of good repair, however due to its age and condition it has reached the end of its useful life. It is proposed that this unit be replaced with a new condenser that will be more efficient than the old unit.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**60,000**					**60,000**
Federal Gas Tax Reserve Fund	**60,000**					**60,000**
Total Funding	**60,000**					**60,000**

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Operations & Environmental Services
Section	Building Maintenance
Project Name	**Energy Upgrades - Hand Dryers**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2013
Project Number	0945711

PROJECT DESCRIPTION / JUSTIFICATION

This initiative will replace all existing hand dryers with more efficient units at 8 of the Town's major facilities.

Conventional hand dryers use approximately 222 kj of energy per use. Staff propose replacing these units with high efficiency models that use 76 kj per use. Replacing all these hand dryers will save approximately 78,173 kwh of electricity annually resulting in annual savings of approximately $5,000 divided between the 8 facilities.

Facility	Hand Dryers	Cost per Facility	Estimated Annual Hydro Savings
Ajax Community Centre	24	$13,200	$1,500
McLean Community Centre	16	8,800	1,200
St. Andrew's Community Centre	4	2,200	300
Rotary Pavilion	3	1,700	200
Fire Station 1	2	1,100	200
Fire Station 2	4	2,200	300
Municipal Bldg - Town Hall	11	6,100	800
Main Branch Library	5	2,700	500
Total	**69**	**$38,000**	**$5,000**

Recently constructed Town Leed facilities have been designed to incorporate these types of efficient fixtures.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**38,000**					**38,000**
Federal Gas Tax Reserve Fund	**38,000**					**38,000**
Total Funding	**38,000**					**38,000**
Annual Operating Costs	***(2,500)***	***(5,000)***	***(5,000)***	***(5,000)***	***(5,000)***	

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Tim Murphy
Supervisor, Infrastructure and Capital Projects

SUBJECT: **Contract Award – ACC Changeroom Tile Replacement**

WARD(S): All

DATE OF MEETING: September 9, 2013

REFERENCE: Capital Account No. 947811
Capital Account No. 948111

RECOMMENDATION:

1. **That the report on the contract award to Ruscan General Contracting Inc., in the amount of $130,515.00 (inclusive of all taxes) for ACC Changeroom Tile Replacement, be received for information.**

2. **That Council approve funding of $54,286.08 to be allocated to Capital Account No. 947811 from Building Repair Reserve.**

3. **That Council approve the transfer to the Building Repair Reserve, the amount of $80,000.00 from the closing of Capital Account 948111- MCC Pool Deck Tile Replacement.**

BACKGROUND:

As provided for under the Purchasing By-Law, this contract was awarded by the CAO, Director of Finance/Treasurer and the Mayor (or their designates) during Council's Recess Period.

The ACC Community Centre pool is used frequently by user groups and recreational swimmers in Ajax. The existing changerooms that support this pool are in need of ceramic tile replacement as the existing tile is worn and has exceeded its useful lifecyle. Staff are recommending that the tile in these changerooms be replaced with a new ceramic floor tile to match existing tile in adjacent areas within the community centre.

This work will be scheduled during the annual pool maintenance shutdown in December of 2013. It is anticipated that it will take two (2) weeks to complete.

DISCUSSION:

A competitive bid process was conducted resulting in no compliant bids.

When using a competitive bid process, the current Purchasing By-Law allows for purchases through negotiations under certain conditions, more specifically, where all bids received exceeded the budget for the Project and it is impractical to reissue the Request for Tender/Requests for Proposal.

Due to the proposed replacement schedule to close the pool for this construction, it is not possible to reissue this tender. The tender was therefore cancelled, resulting in direct negotiations.

This report and the process of negotiations has been reviewed and approved by the Chief Administrative Officer.

FINANCIAL IMPLICATIONS:

Capital Account No. 947811 – ACC – Changeroom Tile Replacement

Approved Capital Budget		$75,000.00
Contract (net of HST rebate)	$117,532.80	
Contingency	$ 11,753.28	$129,286.08
Over Budget		($54,286.08)

A 10% contingency has been allocated for this project. The contingency will be used for additional floor repairs and site furniture modifications if necessary.

Partial Funding for this Project will be made available by cancelling Capital Account No. 948111 MCC- Pool Deck Tile Replacement.

The Capital Detail Sheets are attached for information.

Funding not to exceed $54,286.08 will be allocated from the Building Repair Reserve.

COMMUNICATION ISSUES:

Recreation and Culture Services will communicate the renovation schedule to facility users upon contract award. Appropriate signage outlining the proposed work and construction dates will be installed prior to the initiation of work and will also be posted on the Town of Ajax website. It is anticipated that the work will take approximately two (2) weeks and will be performed during the annual pool maintenance closure in December of this year.

CONCLUSION:

Staff awarded the Contract for ACC – Changeroom Tile Replacement to Ruscan General Contracting Inc., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

ATTACHMENTS:

ATT-1: Capital Justification No. 948111
Capital Justification No. 947811

Tim Murphy
Supervisor, Infrastructure and Capital Projects

for Dave Meredith
Director, Operations and Environmental Services

for Rob Ford
Director of Finance / Treasurer

for Brian Skinner
Chief Administrative Officer

Steve Parish
Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**MCC - Pool Deck Tile Repl**
Submitted By	Tim Murphy, Supervisor, Infrastructure & Capital Projects
Start Year	2013
Project Number	0948111

PROJECT DESCRIPTION / JUSTIFICATION

Scope: Removal and replacement of tiles on the pool deck at the MCC

Rationale: The pool deck at the MCC is currently 19 years old and requires substantial annual repairs and maintenance to replace broken tiles and grout. Due to the deterioration of the grout, water accumulates under the tiles and causes them to crack, chip or break with regular foot traffic on the pool deck. Staff recommend removal of the old tiles, re-leveling the floor with an epoxy skim coat and the installation of a decorative tile that will minimize maintenance and repairs over the long term.

Schedule: Construction during pool shutdown in 2013

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	80,000					80,000
Building Repair Reserve	80,000					80,000
Total Funding	80,000					80,000

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**ACC - Changerooms - Tile Repl**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2013
Project Number	0947811

PROJECT DESCRIPTION / JUSTIFICATION

The Ajax Community Centre public changerooms are used frequently by user groups and pool users. The existing tile flooring pre-dates the 1990 major renovation making it over 25 years old. This tile flooring is worn, has been repaired numerous times over the years and has reached the end of its useful life. As a result, it is proposed that the tile be replaced in these changerooms with new tile flooring to match existing flooring in the members' changerooms.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	75,000					75,000
Building Repair Reserve	75,000					75,000
Total Funding	75,000					75,000

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Dave Meredith
Director of Operations & Environmental Services

PREPARED BY: Ray Ford
Building Maintenance Manager

SUBJECT: **Contract Award – Consulting Services - ACC Refrigeration Plant Upgrade**

WARD(S): All

DATE OF MEETING: September 9, 2013

REFERENCE: RFQ No. Q13054

RECOMMENDATION:

1. **That the report on the contract award to AECOM Canada Ltd., in the amount of $11,526.00 (inclusive of all taxes) for Consulting Services - ACC Refrigeration Plant Upgrade, be received for information.**

2. **That Council approve funding of $4,879.52 to be allocated to Capital Account No. 946911 from the Building Repair Reserve.**

BACKGROUND:

The Pad 3 &4 refrigeration plant in its current condition is running at the full extent of its capacity in order to provide cooling in the summer months at the Ajax Community Centre. The original system was designed to run one of the two rinks in the summer months. Based on user group needs and requirements that support the opening of two ice rinks during the summer months, there is a need to upgrade the ACC refrigeration plant. This contract is the award for the consulting services necessary to design the system to meet the year round rink requirements.

As provided for under the Purchasing By-Law, this contract was awarded by the Mayor, the CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

DISCUSSION:

Request for Quotation (RFQ) documents were issued to 13 prospective bidders, with bids being received back from four of these, prior to closing on July 3, 2013. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL QUOTATION AMOUNT
AECOM Canada Ltd.	$11,526.00
I.B. Storey Inc.	$16,927.40
Bold Engineering	$54,127.00
Aeria Engineering	$55,646.85

Contract commencement is July 30,2013 with a completion date of Aug 30, 2013.

FINANCIAL IMPLICATIONS:

Capital Account No. 946911 - Consulting Services - ACC Refrigeration Plant Upgrade

Approved Capital Budget		$6,000.00
Contract (net of HST rebate)	$10,379.52	
Contingency	$ 500.00	
		$10,879.52
Over Budget		($4,879.52)

The Contingency amount will be used for any extra investigative consulting services necessary during the investigation stage of the project.

Partial funding for this Project will be made available by cancelling Capital Account No. 934411 – MCC Lobby Skylight Window Repairs. The Capital Detail Sheet is attached for information.

Funding not to exceed $4,879.52 will be allocated from Building Repair Reserve.

COMMUNICATION ISSUES:

NA

CONCLUSION:

Staff awarded the Contract for Consulting Services - ACC Refrigeration Plant Upgrade to AECOM Canada Ltd., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

Ray Ford,
Building Maintenance Manager

Dave Meredith,

Director of Operations & Environmental Service

_____

Rob Ford, CMA, AMCT
Director of Finance/Treasurer

_____

Brian J. Skinner, B.P.H.E.
Chief Administrative Officer

_____

Steve Parish,
Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**ACC-Pad 3&4-Refrig Plant Upgr**
Submitted By	Ray Ford, Building Maintenance Manager
Start Year	2013
Project Number	0946911

PROJECT DESCRIPTION / JUSTIFICATION

The Pad 3 &4 refrigeration plant in its current condition is running at the full extent of its capacity in order to provide cooling in the summer months at the Ajax Community Centre. The original system was designed to run one of the two rinks in the summer months. The purpose of this upgrade is to ensure the plant can manage the load on the system from two rinks efficiently during the summer months.

The scope of this project includes the following items:

- Addition of 18 cassettes for the existing plate chiller
- Replace all chiller gaskets
- Install new 30" x 7' high ammonia surge drum
- Install new induced draft evaporative condenser
- Remove existing condenser from rooftop
- Up-size of existing condenser pump
- Upgrade condenser fans motor and water pump
- Up-size of ammonia control valve
- Controls modifications
- Insulation of piping
- Controls wiring
- New water cooling system for arena compressor system
- Commissioning of equipment

Consulting for this project will be completed in 2013 with replacement scheduled for 2014.

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**6,000**	**289,000**				**295,000**
Building Repair Reserve	**6,000**	**289,000**				**295,000**
Total Funding	**6,000**	**289,000**				**295,000**

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Dave Meredith
Director of Operations & Environmental Services

PREPARED BY: Ray Ford
Building Maintenance Manager

SUBJECT: **Contract Award – Emergency ACC Pad 1 & 2 Domestic Hot Water Tank Replacement**

WARD(S): All

DATE OF MEETING: September 9, 2013

REFERENCE: NA

RECOMMENDATION:

1. **That the report on the emergency contract award to Taunton Trades Ltd., in the amount of $30,496.44 (inclusive of all taxes) for ACC Pad 1 & 2 Domestic Hot Water Tank Replacement, be received for information.**

2. **That Council approve funding of $27,462.28 to be allocated to Capital Account No. 951511 from Building Repair Reserve.**

BACKGROUND:

Currently located in the Pad 1 & 2 Zamboni Room at Ajax Community Centre is the domestic hot water tank system that provides hot water for flooding both ice rinks 1 & 2. This system consists of a 350 gallon tank and boiler that must provide over 250 gallons of hot water up to every 30 minutes depending on ice rental times. This system has broken down beyond repair and has to be replaced prior to the ice installation August 12th. Staff are replacing this older tank system with a new high efficiency system that will use less natural gas and still provide the necessary re-heat times needed for flooding.

As provided for under the Purchasing By-Law, this contract was awarded by the Mayor, the CAO and Director of Finance/Treasurer (or their designates) during Council's Recess Period.

DISCUSSION:

The current Purchasing By-Law allows for emergency purchases under certain conditions, more specifically, emergency purchases of Goods/Services may be made by the Department Head or CAO or designates when the immediate purchase is essential to prevent serious delays in the work of any department.

This report and emergency purchase has been reviewed and approved by the Chief

Administrative Officer.

FINANCIAL IMPLICATIONS:

Capital Account No. 951511

The ACC Pad 1 & 2 Domestic Hot Water Tank Replacement is an unbudgeted Capital Project.

Contract (net of HST rebate)	$27,462.98
Total Project Cost	$27,462.98

Funding not to exceed $27,462.98, will be allocated from the Building repair reserve.

COMMUNICATION ISSUES:

NA

CONCLUSION:

Staff awarded the emergency purchase of ACC Pad 1 & 2 Domestic Hot Water Tank Replacement to Taunton Trades Ltd., all in accordance with the Town's Purchasing By-Law.

Ray Ford,
Building Maintenance Manager

Dave Meredith,
Director of Operations & Environmental Service

Rob Ford, CMA, AMCT
Director of Finance/Treasurer

Brian J. Skinner, B.P.H.E.
Chief Administrative Officer

Steve Parish,
Mayor

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Tracey Vaughan, Direction Recreation & Culture

PREPARED BY: Kevin Smith, Active Living Coordinator

SUBJECT: **Contract Award – Supply & Installation – Fitness Equipment**

WARD(S): All

DATE OF MEETING: September 5, 2013

REFERENCE: **RFT No. T13036 – Supply & Installation – Fitness Equipment**
Capital Account No. 947011, MCC-Fitness Equipment-2013
Capital Account No. 946811, ACC-Fitness Equipment-2013

RECOMMENDATION:

1. **That the report on the contract award to Advantage Fitness Sales Inc., in the amount of $79,775.04 (inclusive of all taxes) for Fitness Weight Equipment and Concept II Rowers, be received for information.**

2. **That the report on the contract award to VO2 Fitness Inc., in the amount of $10,746.30 (inclusive of all taxes) for one AMT Openstride and Bodybars, be received for information.**

3. **That the report on the contract award to Technogym, in the amount of $11,195.57 (inclusive of all taxes) for two Step Machines, be received for information.**

4. **That Council approve funding of $2,271.81 to be allocated to Capital Account No. 946811 from Capital Projects Reserve.**

BACKGROUND:

The Fitness & Health Centres have a plan for equipment replacement and upgrading of existing and the purchase of new equipment. This replacement plan results in less downtime of the equipment due to excessive wear and assists in maintaining reasonable preventative maintenance repair and service costs. Upgraded equipment reflects industry trends which supports member sales and retention.
The anticipated contract start date is August 27, 2013, with equipment installed by September 30, 2013.

As provided for under the Purchasing By-Law, this contract was awarded by the CAO, Director of Finance/Treasurer and Mayor during Council's Recess Period.

DISCUSSION:

Request for Tender (RFT) documents were issued to eight prospective bidders with bids being received back from four of these, prior to the closing on July 30, 2013.

Upon review of the four bids received, one of the submissions was found to be non-compliant and therefore cannot be considered in the award. Listed below is a summary of the bids considered:

NAME OF BIDDER	TOTAL TENDER AMOUNT
VO2 Fitness Inc.	$10,746.30
Technogym	$11,195.57
Advantage Fitness Sales Inc.	$79,775.04

FINANCIAL IMPLICATIONS:

Capital Account No. 947011 - MCC-Fitness Equipment-2013

Approved Capital Budget	$70,100.00
Contract (net of HST rebate and trade-in allowance)	$ 68,827.41
Under Budget	$1,272.59

The Capital Detail Sheet is attached for information.

Capital Account No. 946811 - ACC-Fitness Equipment-2013

Approved Capital Budget	$20,500.00
Contract (net of HST rebate)	$22,771.81
Over Budget	($2,271.81)

Additional funding, not to exceed $2,271.81, will be allocated from the Capital Projects Reserve Account.

The Capital Detail Sheet is attached for information.

CONCLUSION:

Staff awarded the Contract for Fitness Equipment to Advantage Fitness Sales Inc., Technogym and VO2 Fitness Sales Inc., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

ATTACHMENTS:

ATT-1: Capital Detail Sheet for MCC-Fitness Equipment-2013
ATT-2: Capital Detail Sheet for ACC-Fitness Equipment-2013

Kevin Smith – Active Living Coordinator

Tracey Vaughan – Director Recreation & Culture

Rob Ford – Director of Finance/Treasurer

Brian Skinner – Chief Administrative Officer

Steve Parish – Mayor

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**MCC-Fitness Equip-2013**
Submitted By	Kevin Smith, Active Living Coordinator
Start Year	2013
Project Number	0947011

PROJECT DESCRIPTION / JUSTIFICATION

The MCC Fitness & Health Centre has a plan for equipment replacement and upgrading of existing and the purchase of new equipment.

Cardiovascular and weight equipment have a limited life expectancy. The staggered replacement of older equipment avoids all equipment having to be replaced at the same time or under emergency conditions which can be costly. This replacement plan will result in less downtime of the equipment due to the excessive wear and assist in maintaining reasonable preventative maintenance repair and service costs.

Upgraded equipment will reflect current trends in the industry which supports member sales and retention.

The Tender will be issued in the spring.

2013	
Olympic Flat Bench	$2,200
Weight Storage Bench	1,000
Power Rack	6,900
Spotted Rack	1,200
Power Pivot Base Row	1,000
Seated Leg Machines	15,600
Cable Motion Machines	21,200
Synergy 360 machines	21,000
Total	**$70,100**

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**70,100**					**70,100**
General Levy	**70,100**					**70,100**
Total Funding	**70,100**					**70,100**

TOWN OF AJAX

2013 CAPITAL BUDGET / 2014-2017 LONG RANGE CAPITAL FORECAST

DETAIL SHEET

Department	Recreation & Culture Services
Section	Recreation Facilities
Project Name	**ACC-Fitness Equip-2013**
Submitted By	Kevin Smith, Active Living Coordinator
Start Year	2013
Project Number	0946811

PROJECT DESCRIPTION / JUSTIFICATION

The ACC Fitness & Health Centre has a plan for equipment replacement and upgrading of existing and the purchase of new equipment.

Cardiovascular and weight equipment have a limited life expectancy. The staggered replacement of older equipment avoids all equipment having to be replaced at the same time or under emergency conditions which can be costly. This replacement plan will result in less downtime of the equipment due to the excessive wear and assist in maintaining reasonable preventative maintenance repair and service costs.

Upgraded equipment will reflect current trends in the industry which supports member sales and retention.

The Tender will be issued in the spring.

2013	
Concept II Rowing	$3,000
Stairclimbers	6,000
Cross Trainers	9,000
Bodybar and Step Group Fitness replacement	2,500
Total	**$20,500**

EXPENDITURES / FUNDING

	2013	2014	2015	2016	2017	Total
Total Expenditures	**20,500**					**20,500**
General Levy	**20,500**					**20,500**
Total Funding	**20,500**					**20,500**

TOWN OF AJAX
REPORT

REPORT TO: Council

SUBMITTED BY: Paul Allore
Director of Planning and Development Services

PREPARED BY: Carol Coleman
Manager of Engineering, Capital Projects

SUBJECT: **Noise By-Law Exemption – Hwy. 2 Bus Rapid Transit Construction**

WARD(S): 2, 3 and 4

DATE OF MEETING: September 9, 2013

REFERENCE: GGC June 6, 2013 Contract Award – Hwy. 2 Bus Rapid Transit Street Lighting
Capital Account No. 942811 - Hwy. 2 BRT Street Lighting

RECOMMENDATION:

That Council authorize an exemption from the Noise By-Law No. 60-98 to permit work related to the Hwy. 2 Bus Rapid Transit construction project, from September to December 2013.

BACKGROUND:

The Region of Durham has received funding from the Provincial government for Highway 2 Bus Rapid Transit (BRT) Quick Win Construction. As part of this project, the Region will be widening Highway 2 (Kingston Road) from the traffic signal west of Harwood Avenue to east of Salem Road beginning in September 2013 with completion expected in the spring of 2014. The widening is being built to provide for curbside bus only lanes with buffered, on-road bicycle lanes. In addition a watermain is being installed on the north side of Kingston Road.

The Region has requested that the Town of Ajax provide an exemption, during the months of September to December 2013, from the Noise By-Law No. 60-98, Section 2.2.

DISCUSSION:

Watermain construction as well as road widening across entrances into the commercial plazas and at intersections of Harwood Avenue and Salem Road are expected to take place during the night. Construction at night when the majority of the businesses are closed and traffic volumes are considerably reduced provides many benefits for all parties involved including:

- Eliminates the need for full road closure during the day
- Minimizes impact on businesses and traffic

- Increases production, expediting the work and reducing the overall cost
- Improves safety for the public and workers
- Enhances the quality of the finished work

Although construction is expected to be completed over a period of 1 to 3 consecutive nights at 10 locations, the Region has asked for the exemption to cover the 4 month construction period to allow for construction delays due to weather. All other construction will be performed during the daylight hours in compliance with the Noise By-Law.

FINANCIAL IMPLICATIONS:

N/A

COMMUNICATION ISSUES:

The Region of Durham will be the lead for the communication of the BRT project. The Region's Communication Plan includes:

1. A Public Information Centre with mailed notification Newsletter (attached)
2. Updates to Ajax and emergency services regarding any closures
3. Variable message signs
4. Website updates at www.durhambrt.ca
5. Newspaper advertisements
6. Newsletter to fronting businesses
7. Region's construction inspector phone number advertised
8. Region's construction coordinator phone number / email advertised

In addition, the Town will post information regarding the project on the Town's website.

CONCLUSION:

It is the recommendation of staff that Council endorse the exemption from the Noise By-Law #60-98.

ATTACHMENTS:

Highway 2 Transit Priority Measures, Notice of Construction and Public Information Centre

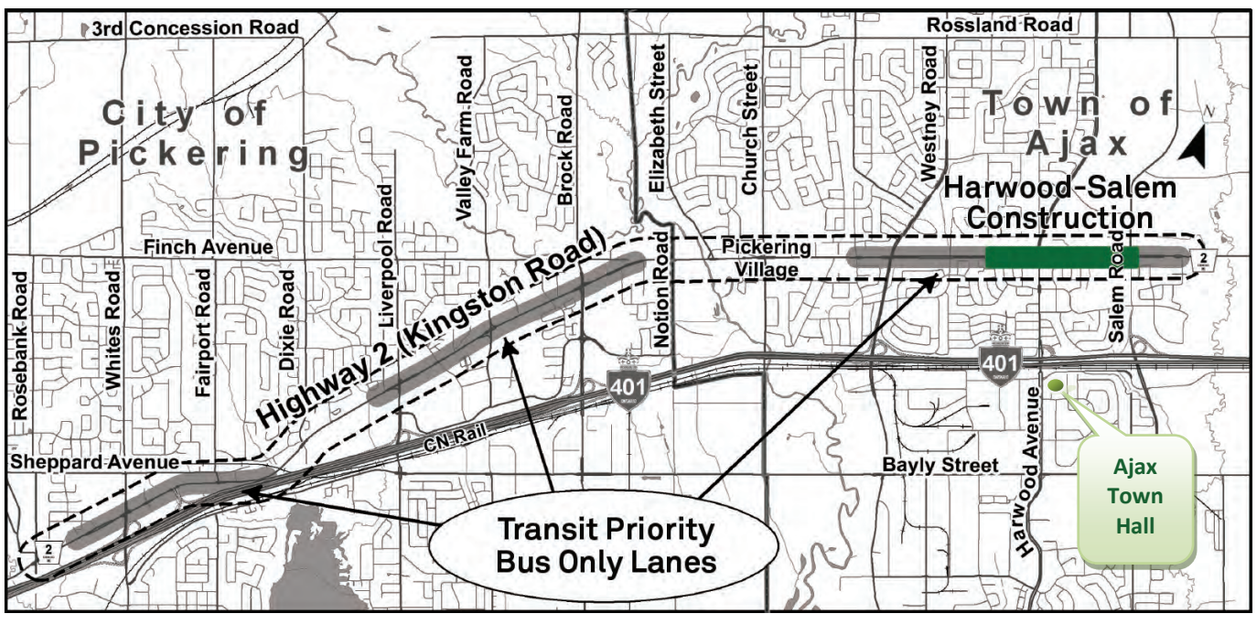
Carol Coleman, P.Eng.
Manager of Engineering, Capital Projects

Paul Allore, MCIP, RPP
Planning and Development Services

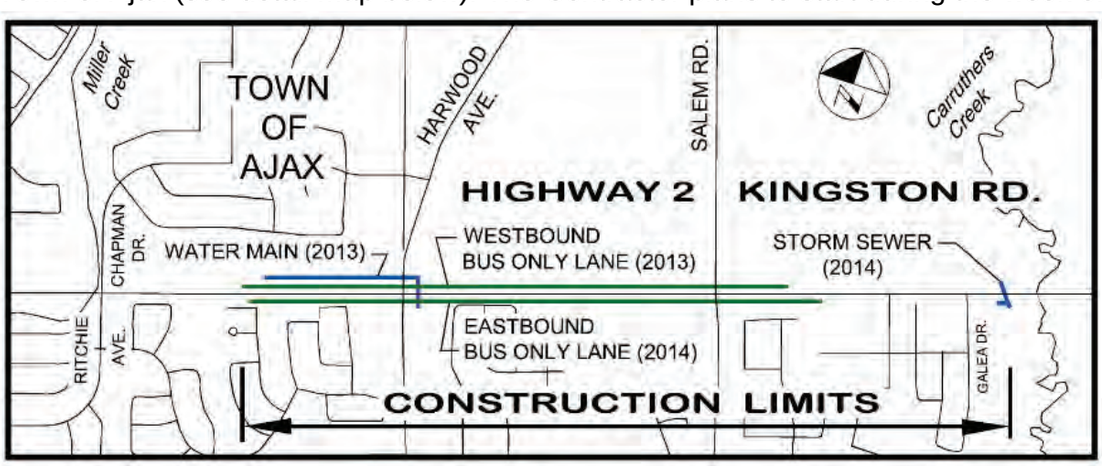
HIGHWAY 2 TRANSIT PRIORITY MEASURES
CLASS ENVIRONMENTAL ASSESSMENT
DESIGN AND CONSTRUCTION
NOTICE OF CONSTRUCTION

NOTICE OF CONSTRUCTION AND PUBLIC INFORMATION CENTRE

The Regional Municipality of Durham has completed a Class Environmental Assessment (Class EA) study for roadway modifications to support the **DRT Pulse** Bus Rapid Transit (BRT) service on Highway 2 (Kingston Road). The preferred design is to construct bus only lanes and on-road buffered bicycle lanes in three "bus only lane areas" in Ajax and Pickering (see map below).



Construction of these lanes is now beginning on the Harwood Avenue to Salem Road segment in the Town of Ajax (see detail map below). The Contractor plans to start during the week of September 3rd.



Harwood – Salem construction limits for curbside bus only lanes with on-road buffered bicycle lanes

PUBLIC INFORMATION CENTRE

A Public Information Centre (PIC) will be held on Sept.12th from 3 p.m. to 8 p.m. at the Town of Ajax Municipal Building, to provide interested parties an opportunity to see the design drawings and ask any questions. The PIC will be an open house format with no formal presentation.

Thursday Sept. 12th
Ajax Town Hall - River Plate Room
65 Harwood Avenue South, Ajax
Drop by anytime between 3 p.m. and 8 p.m.

……continued on page 2

The Regional Municipality of Durham
605 Rossland Rd. E., Whitby, ON L1N 6A3
Telephone 905-668-7711 or 1-800-372-1102
www.durhambrt.ca www.durham.ca www.durhamregiontransit.com

PROJECT SCHEDULE AND STAGING

The total value of work to be completed with the Harwood Avenue to Salem Road contract is just under $5 million. Construction will take approximately eight months; September-December 2013 and May-August 2014. The work is staged to reduce impact to businesses, pedestrians and vehicles. Through traffic lanes will be maintained in the peak direction during peak traffic periods. Area businesses and residents will have access to their driveways. Road users should expect additional delay for the duration of the construction. Motorists are asked to exercise caution for the safety of the workers.

The Region realizes that the construction will be disruptive to you, and we sincerely appreciate your patience and understanding.

Most construction will occur in the daytime, Monday to Friday. Some road crossing construction and road resurfacing will be completed overnight. Along with the road works, the Region is replacing a 400 mm diameter watermain from the Harwood Avenue intersection westerly to the west limit of construction at the Real Canadian Superstore. The project staging and planned schedule is:

Stage 1 **(2013 – Sept. to Dec)** Roadwork and watermain construction on the north side of Highway 2	**Stage 2** **(2014 – May to July)** Roadwork construction on the south side of Highway 2	**Stage 3** **(2014 – May to July)** Modifications to median traffic islands along Highway 2	**Stage 4** **(2014 – July to Aug.)** Resurface existing traffic lanes along Highway 2

QUESTIONS OR COMMENTS

The contract for this construction work has been awarded to Miwel Construction Limited. Construction inspection and monitoring will be provided by the Region of Durham Works Department, Construction Management Division. The following individuals are the key contact persons for the construction (Jim Mumford and Greg Gummer) and design (David Dunn) of the Highway 2 Transit Priority Measures **DRT Pulse**:

Jim Mumford Construction Inspector 905-261-8070	**Greg Gummer** Project Supervisor Construction Management Services The Regional Municipality of Durham Works Department 605 Rossland Rd. E. Whitby, ON L1N 6A3 905-668-7711 ext. 3427 or 905-261-0107 greg.gummer@durham.ca	**David Dunn, CET, E.I.T.** Project Co-ordinator, Rapid Transit Office The Regional Municipality of Durham Works Department 605 Rossland Road E. Whitby, ON L1N 6A3 905-668-7711 ext. 3422 david.dunn@durham.ca

CONSTRUCTION UPDATES

The Region will be posting regular construction update newsletters at durhambrt.ca.

If this information is required in an accessible format,
please contact David Dunn at 1-800-372-1102 extension 3422.

The Durham Highway 2 Bus Rapid Transit project is funded by the Province of Ontario

METROLINX
An agency of the Government of Ontario

The Regional Municipality of Durham
605 Rossland Rd. E., Whitby, ON L1N 6A3
Telephone 905-668-7711 or 1-800-372-1102
www.durhambrt.ca www.durham.ca www.durhamregiontransit.com

Ontario

Regional Councillor Report	
Submitted by:	Shaun Collier, Regional Councillor Wards 1 & 2
Date:	September 9, 2013

Transit Executive Committee – September 4, 2013
Quad Finance & Admin, Planning, Works and Health & SS – September 5, 2013
Joint Finance and Admin and Health & SS - September 5, 2013
Durham Trail Coordinating Committee – September 5, 2013

Transit Executive Committee

The DRT Pulse service commenced on June 29 and is operating well. There have been some growing pains as some residents adjusted to the change from GO to Pulse but it appears that those have now been ironed out.

The DRT budget status shows a projected surplus of $350,000. This is difficult to calculate as the new Pulse system brings some uncertainty to forecasting but, despite limited operational results for the Pulse service, the review of actual expenditures and revenues to date allow a surplus to be projected.

The kids are back to school and there have been many calls from concerned residents about the changes with school bussing. In the 2013 DRT budget, DRT made a business decision to increase the heavily discounted 'bulk' rate to better reflect the true cost of providing the service. The new amount was still substantially discounted but the Catholic and Public School Boards made their own business decisions to move to yellow busses over DRT special school routes. The school boards also opted to increase their boundaries to which they will provide bussing service. DRT has continued some of the special school routes temporarily and will monitor ridership to see if the routes have enough use to continue. The decision will be made at the end of October based on passes purchased and those routes not used may be eliminated at the end of 2013.

The other 3 meetings occur after the deadline to submit this report and will be outlined in my next Regional Councillor Report.

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 76-2013

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

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

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

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

SCHEDULE XXVI

FIRE ROUTES

ADD:

Municipal Address	Name of Property	Approval Date
59 Westney Road South	Commercial	2013 09 09

READ a first and second time this Ninth day of September, 2013.

READ a third time and passed this Ninth day of September, 2013.

Mayor

D-Clerk

13-007
2013 09 09

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

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

PLEASE PRINT

APPLICANT: SAWDRO SOSCIA TELEPHONE#: 905-856-7737 (416) 704-3868 CEL

APPLICANT'S TITLE: Owner, P. ENG.

ADDRESS: 27 ROYTEC RD. UNIT 1 Suite 101

CITY: Vaughan, Ontario POSTAL CODE: L4L 8E3

PROPERTY OWNER: AJAX ESTATES INC TELEPHONE#: 416 221 8998

ADDRESS: 25 Sheppard Ave West 16th floor

CITY: ~~AJAX~~ Toronto, Ontario POSTAL CODE: M2N 6S8

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

TYPE OF BUILDING FOR WHICH APPLICATION IS MADE: Commercial Building LOT, PLAN, CONCESSION:

ADDRESS OF BUILDING: 59 WESTNEY RD, AJAX ONTARIO

March 22, 2013
Date

Signature

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

==========

OFFICE USE ONLY

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

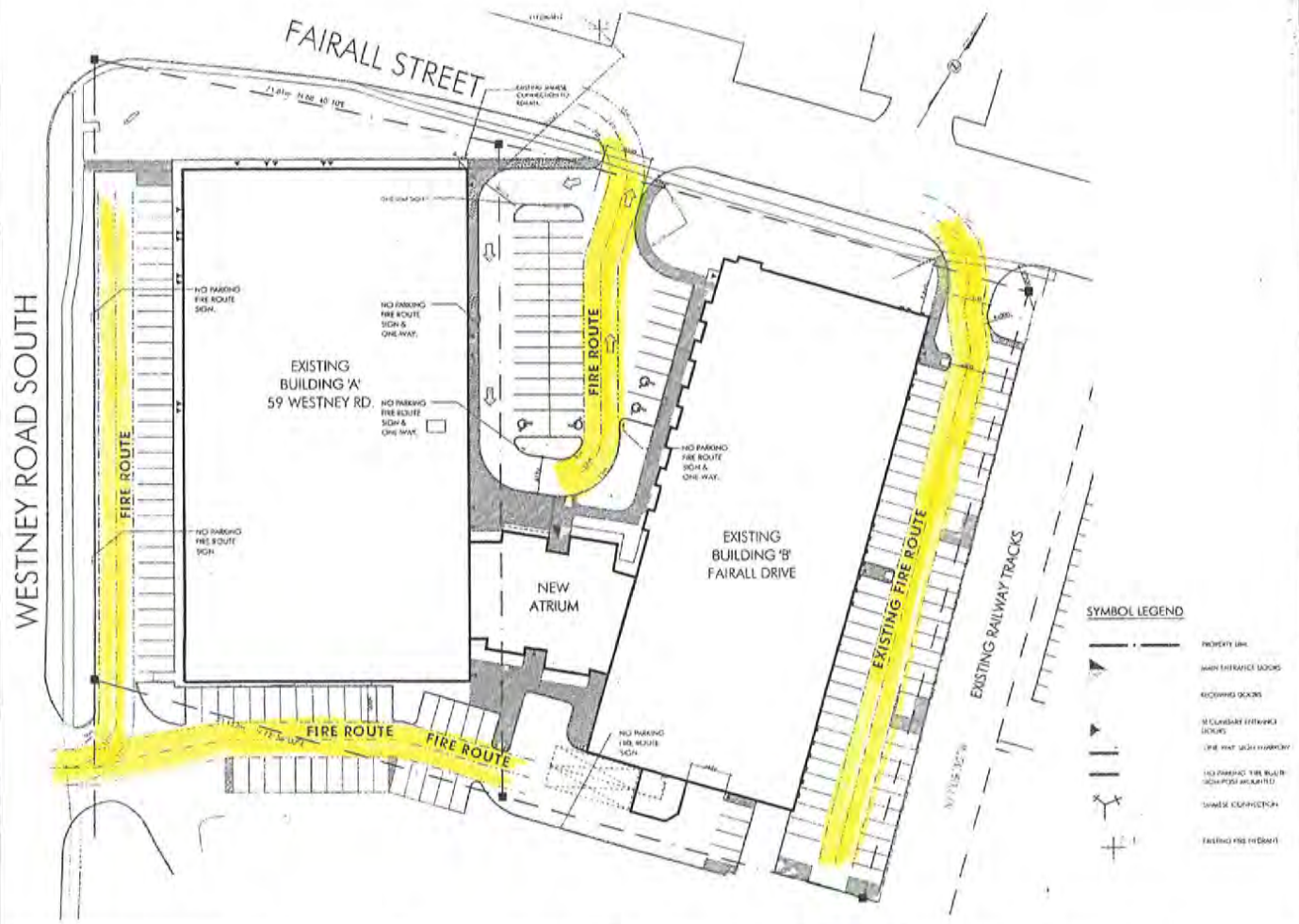
APPLICATION NUMBER: _____ DATE OF RECEIPT: _____

COMPLETED

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

Date

Signature of Fire Prevention Inspector



NOT TO SCALE

LEGEND

APPROXIMATE LOCATION OF PROPERTY LINE

FIRE ROUTE SHOWN AS

FIRE ROUTE SIGN ON STREET LIGHT POLE

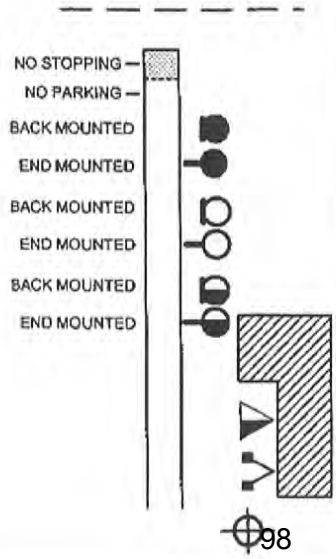
FIRE ROUTE SIGN ON SIGN POST

FIRE ROUTE SIGN ON BUILDING OR STRUCTURE

ENTRANCE TO BUILDING

FIRE (SIAMESE) CONNECTION

FIRE HYDRANT



LOCATION / DESCRIPTION
59 Westney Road South
Commercial

DESIGNATED FIRE ROUTE

Town of Ajax By the Lake

TYPE	QTY.

DATE: 2013 09 09

SCHEDULE NUMBER 13-007

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 77-2013

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

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

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

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

SCHEDULE XXVI

FIRE ROUTES

ADD:

Municipal Address	Name of Property	Approval Date
Burtonbury Lane & Reevesmere Lane	Hampstock Developments	2013 09 09

READ a first and second time this Ninth day of September, 2013.

READ a third time and passed this Ninth day of September, 2013.

Mayor

D-Clerk

NOT TO SCALE

LEGEND

APPROXIMATE LOCATION OF PROPERTY LINE

FIRE ROUTE SHOWN AS

FIRE ROUTE SIGN ON STREET LIGHT POLE

FIRE ROUTE SIGN ON SIGN POST

FIRE ROUTE SIGN ON BUILDING OR STRUCTURE

ENTRANCE TO BUILDING

FIRE (SIAMESE) CONNECTION

FIRE HYDRANT

NO STOPPING

NO PARKING

BACK MOUNTED

END MOUNTED

BACK MOUNTED

END MOUNTED

BACK MOUNTED

END MOUNTED

LOCATION / DESCRIPTION

Burtonbury Lane & Reevesmere Lane
Hampstock Developments

DESIGNATED FIRE ROUTE

Town of Ajax By the Lake

TYPE	QTY.

DATE: 2013 09 09

SCHEDULE NUMBER 13-006

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

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

PLEASE PRINT

APPLICANT: TOM SCANLAN TELEPHONE #: 416-605-0743

APPLICANT'S TITLE:

ADDRESS: 1051 TAPSCOTT ROAD

CITY: TORONTO POSTAL CODE: M1X1A1

PROPERTY OWNER: HAMPTSTOCK DEVELOPMENTS TELEPHONE #: 416 2980066

ADDRESS: 1051 TAPSCOTT ROAD

CITY: TORONTO POSTAL CODE: M1X1A1

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

TYPE OF BUILDING FOR WHICH APPLICATION IS MADE: TOWNHOUSE CONDOMINIUM LOT, PLAN, CONCESSION: PART LOT 4, CON III ATAX BLOCK 180 PLAN 40M-2347

ADDRESS OF BUILDING: ALL OF BURTONBURY LANE AND REEVESMERE LANE

JUNE 26, 2013
Date

Signature

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

==========

OFFICE USE ONLY

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

APPLICATION NUMBER: DATE OF RECEIPT: 2013 06 26

COMPLETED

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

Date

Signature of Fire Prevention Inspector

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 78-2013

Being a By-Law to authorize the execution of an Amended and Restated Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation regarding the gaming site at 50 Alexander's Crossing, Ajax.

WHEREAS a gaming site has operated since 2006 at 50 Alexander's Crossing, Ajax, under the authority of, and subject to agreements between, the Ontario Lottery and Gaming Corporation and the Corporation of the Town of Ajax; and,

WHEREAS the Corporation of the Town of Ajax deems it expedient to enter into an Amended and Restated Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation regarding the gaming site located at 50 Alexander's Crossing, Ajax.

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

1. That the Town of Ajax do enter into that certain Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation in the form attached hereto as Appendix "A".

2. That the Mayor and Clerk be and they are hereby authorized to execute the said Agreement on behalf of the Corporation and to affix the Corporate Seal thereto.

3. That By-Law No. 142-2012 be repealed.

READ a first and second time this
Ninth day of September, 2013.

READ a third time and passed this
Ninth day of September, 2013.

_____
Mayor

_____
D-Clerk

AMENDED AND RESTATED MUNICIPALITY CONTRIBUTION AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made as of the _____day of _____, 2013.

B E T W E E N:

ONTARIO LOTTERY AND GAMING CORPORATION, a statutory corporation established under the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) with its head office located at 70 Foster Drive, Suite 800, Sault Ste. Marie, ON P6A 6V2 and its corporate office located at 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003

(hereinafter referred to as "**OLG**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF AJAX, with its administrative office located at 65 Harwood Avenue South, Ajax, ON L1S 2H9, facsimile number 905-683-8207

(hereinafter referred to as the "**Municipality**")

OF THE SECOND PART

WHEREAS OLG has the authority to conduct and manage lottery schemes within the meaning of subsection 207(4) of the *Criminal Code* (Canada) and subject to the *Gaming Control Act, 1992* (Ontario), including Electronic Games and Live Table Games;

AND WHEREAS OLG conducts and manages a gaming site at 50 Alexander's Crossing, Ajax, Ontario L1Z 2E6 (the "**Location**");

AND WHEREAS the parties entered into a municipality contribution agreement (the "Previous MCA") dated as of April 1, 2013 whereby the parties acknowledged it would be in the public interest for the host Municipality of the Location to have access to funds which may be used, at the discretion of the Mayor and Council, for municipal purposes such as services relating to registering property, transit services and passenger transportation services;

AND WHEREAS, as a result of an amendment in the calculation of the Annual Contribution and the implementation of a community recognition program (the "CRP") by the parties, the parties hereto desire to amend and restate the Previous MCA by entering into this amended and restated municipality contribution agreement (the "Agreement");

NOW THEREFORE in consideration of the respective covenants and agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto) the parties agree as follows:

1. Definitions

As used herein, including the foregoing recitals, the following terms shall have the respective meanings indicated below:

(a) **"Agreement"** has the meaning set forth in the recitals to this Agreement;

(b) "**Annual Contribution**" has the meaning set forth in Section 3(a);

(c) "**Annual Contribution Quarterly Payment**" has the meaning set forth in Section 4(a);

(d) "**Casino Games**" means Electronic Games, Live Table Games and such other casino games and promotional schemes that are, in each case, conducted and managed by OLG from time to time during the Term at the Location;

(e) **"CRP"** has the meaning set forth in the recitals to this Agreement;

(f) "**Effective Date**" means April 1, 2013 or such later date as OLG may specify;

(g) "**Effective Date of Termination**" has the meaning set forth in Section 2;

(h) "**Electronic Games**" means all electronic gaming devices, including but not limited to reel-type and video-type slot machines, electronic table games and dealer assisted electronic games, in each case, whether or not a live dealer is present to enable or control game play;

(i) "**Electronic Games Revenue**" means, for any period, the sum of net revenue generated from Electronic Games at the Location, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Electronic Games Revenue will only include net revenue generated from the Electronic Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;

(j) "**Live Table Games**" means games operated by a live dealer at a single gaming table, but excluding Electronic Games;

(k) "**Live Table Games Revenue**" means, for any period, the sum of net revenue generated from Live Table Games at the Location, if any, calculated in accordance with International Financial Reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Live Table Games Revenue will only include net

revenue generated from the Live Table Games at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location in the Municipality;

(l) "**Location**" has the meaning set forth in the recitals to this Agreement;

(m) "**Operating Year**" means each period from April 1st to March 31st inclusive, during the Term, to the end of the Term, except that the first Operating Year shall be the period beginning on the Effective Date and ending on the following March 31st and if this Agreement shall be terminated effective on a date other than March 31st in any year, then the period from April 1st of the calendar year in which such termination occurs (or April 1st of the immediately preceding calendar year if the date of termination occurs in January, February or March) to such effective date of termination shall be treated as an Operating Year;

(n) "**Overpayment**" has the meaning set forth in Section 4(c);

(o) "**Previous MCA**" has the meaning set forth in the recitals to this Agreement; and

(p) "**Term**" means the period of time referred to and described in Section 2 hereof.

2. Term and Termination

The term of this Agreement (the "**Term**") will become effective on the Effective Date and will terminate at the earliest of:

(a) the date on which all Casino Games are no longer conducted and managed by OLG in the Municipality at the Location;

(b) the date on which any license, permit, approval, consent and/or other permission that may be required for the continued use and operation of the Casino Games at the Location in the Municipality is no longer available, becomes invalid or ceases to have effect;

(c) the effective date of written notice of termination provided by OLG to the Municipality, which effective date must be specified by OLG in such notice; provided, however, that such effective date shall be at least 30 days following the date of such notice. OLG will endeavour to provide more than 30 days' notice, and, where not practicable to do so, OLG shall:

(i) explain, in said notice, why it is not practicable to do so, subject to any confidentiality concerns, as well as setting out in such notice the length of the time period equal to the difference between: (A) 365 days; and (B) the number of days' notice actually given by OLG. For greater certainty, such time period shall not exceed 335 days; and

(ii) pay to the Municipality, in accordance with the timelines in Section 4, amounts which aggregate OLG's estimation of the Annual Contribution

Quarterly Payment that OLG would have paid in respect of the time period referred to in subsection 2(c)(i) above had this Agreement not been terminated in accordance with this Section 2(c); and

(d) the date mutually agreed to in writing between OLG and the Municipality

(the "**Effective Date of Termination**").

3. Payments

(a) During the Term and subject to the terms and conditions of this Agreement, the Municipality shall be entitled to receive from OLG in respect of each Operating Year the amount (the "**Annual Contribution**") equal to the sum of **A** + **B**, where:

A is the aggregate (without duplication) of:

(i) 5.25% of the Electronic Games Revenue, if any, generated in such Operating Year that is less than or equal to $65 million; plus

(ii) 3.00% of the Electronic Games Revenue, if any, generated in such Operating Year, that is more than $65 million and less than or equal to $200 million; plus

(iii) 2.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than $200 million and less than or equal to $500 million; plus

(iv) 0.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than $500 million; and

B is 4.00% of Live Table Games Revenue, if any, generated during such Operating Year.

(b) Following the Effective Date, in the event any additional taxes, charges, conditions or requirements are imposed by the Municipality on OLG in respect of the continued operation of the Casino Games at the Location in the Municipality, the Municipality acknowledges and agrees that OLG shall be entitled to amend the calculation of the Annual Contribution in a way that may reduce the Municipality's entitlement. For greater certainty, the Annual Contribution for the first Operating Year shall be calculated based on Electronic Games Revenue and Live Table Games Revenue generated as of the Effective Date.

4. Timing and Calculation of Payments

(a) Subject to Section 4(b), within twenty-one (21) days of the end of each Operating Year quarter during the Term, OLG shall pay to the Municipality the portion of the Annual Contribution (the "**Annual Contribution Quarterly Payment**") to which the Municipality is entitled for such Operating Year quarter. In calculating the

portion of each Annual Contribution Quarterly Payment derived from Electronic Games, OLG will notionally aggregate all Electronic Games Revenue generated during such Operating Year in order to apply the correct percentage set out in Section 3(a). OLG will provide access to its most current audited consolidated financial statements once such are made public by the Ministry of Finance in public accounts.

For example and by way of illustration only, Exhibit A to this Agreement sets out a sample calculation of the Annual Contribution.

(b) In the event the Effective Date of Termination of this Agreement occurs on or before the date that is twenty-one (21) days following the end of an Operating Year quarter, OLG shall, within fifteen (15) days of such Effective Date of Termination, pay to the Municipality the Annual Contribution Quarterly Payment to which it is entitled in respect of the period beginning on the first day of the Operating Year quarter in which such termination took place up to and including the Effective Date of Termination.

(c) At any time and from time to time during an Operating Year and up to the date that is 60 days after the last day of such Operating Year, in the event OLG determines that there has been an overpayment ("**Overpayment**") by OLG to the Municipality of any Annual Contribution Quarterly Payment in such Operating Year, the Municipality acknowledges and agrees that OLG may deduct and set off the full amount of such Overpayment from future Annual Contribution Quarterly Payment(s) or, if there are insufficient future Annual Contribution Quarterly Payments to fully set off such Overpayment, the Municipality will promptly reimburse OLG for the full amount of such Overpayment (or the remaining amount thereof not already deducted as set-off). OLG will use its commercially reasonable efforts to effect any deduction and set-off pursuant to this Section 4 in a manner that recognizes the Municipality's desire to realize reasonable continuity in cash flow associated with the Annual Contribution.

5. Community Recognition Program

(a) During the Term, the parties will collaborate in good faith to design and jointly implement the CRP for the promotion of the positive impact of the Annual Contribution on the Municipality and to promote and communicate to the public decisions made and initiatives taken by the Municipality regarding the deployment or other allocation of the Annual Contribution for municipal purposes.

(b) It is expected that the CRP will include, at a minimum, one community event during each Operating Year during the Term, discussions and meetings on a regular basis between the appropriate representatives of each party relating to spending, allocation and deployment of the Annual Contribution, the allocation of responsibilities and obligations in respect of the development, operation and/or other activities and initiatives of the CRP, including but not limited to any program management functions to be performed by each party.

(c) The Municipality will cooperate reasonably with OLG to facilitate messaging and communication of the CRP and its mandate. The Municipality will comply with all reasonable initiatives and requests proposed by OLG to the Municipality from time to time relating to the CRP and its initiatives, including but not limited to branding, marketing and public acknowledgements in respect of funding by OLG.

(d) The Municipality will ensure that its marketing and advertising materials are not false, misleading or deceptive, do not portray OLG or customers of the Location or the general public in a disparaging manner, and that such marketing and advertising materials are in compliance with the marketing and branding guidelines which OLG communicates to the Municipality from time to time. In the event the Municipality does not comply with OLG's marketing and branding guidelines, OLG may thereafter require the Municipality to submit all proposed advertising and marketing materials in relation to the matters set out herein to OLG for its review and approval not less than 15 business days prior to the expected use or distribution of such materials.

6. Amendment and Restatement; Entire Agreement

This Agreement constitutes the entire agreement between the Municipality and OLG with respect to the matters herein and, without limiting the foregoing, amends and restates in full and supersedes the Previous MCA, with effect as of the date hereof, and all prior agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect thereto. It is hereby confirmed by the parties hereto that all prior actions of the parties made pursuant to the Previous MCA are effective as if made under this Agreement on the date made.

7. Further Assurances

The parties agree to do, or cause to be done, all acts or things and execute all such further documents as may be necessary to implement and carry into effect this Agreement to its full extent.

8. Normal Costs of Development

The parties acknowledge and agree that nothing herein shall operate to fetter any legislative or quasi-judicial jurisdiction of the Municipality, and in particular, it is understood and agreed by the parties that this Agreement does not preclude the Municipality from imposing upon occupants, owners or developers of the property at which the Casino Games are located, normal development related costs (including but not limited to the costs of infrastructure improvements under local or regional jurisdiction) arising from the Casino Games in the same manner and to the same extent as may be imposed by the Municipality on other occupants, owners or developers of land within the Municipality, and further that this Agreement does not preclude the Municipality from imposing such taxes, fees, charges, conditions or other requirements as may be imposed in accordance with applicable law upon owners, occupants, developers, properties or businesses in the Municipality (including, without limitation, realty taxes, development charges, conditions of site plan approval and sewer and water charges).

9. No Liability of OLG

The Municipality acknowledges and agrees that none of OLG and any provincial agency, ministry or crown corporation, nor any of their respective officers, directors, employees, agents or representatives shall be liable to the Municipality for or in respect of any claims (including but not limited to claims based in contract, tort or negligence, active or passive), any cause of action, demands, losses, liabilities or damages whatsoever (including but not limited to consequential, exemplary, special, punitive and indirect damages) arising out of, in respect of, or relating indirectly or directly to this Agreement, the Casino Games, the operation, cessation of operation or malfunction of any systems or equipment, or any injury to or death of any person. Furthermore, the Municipality releases OLG from any and all losses in respect of the foregoing.

10. Notice

Any notice or other communication permitted or required to be given by OLG to the Municipality shall be given by either posting the same by prepaid registered mail or by facsimile addressed to the Municipality at the address or facsimile number, as applicable, appearing in this Agreement or by personal delivery to the Municipality. Any notice or other communication permitted or required to be given by the Municipality to OLG shall be given by either posting the same by prepaid registered mail or by facsimile addressed to OLG at the following address or facsimile number, as applicable: 4120 Yonge Street, Suite 420, Toronto, ON M2P 2B8, facsimile number 416-224-7003. Any notice posted by pre-paid registered mail shall be deemed to have been received on the third business day following such mailing and any notice personally delivered or sent by facsimile shall be deemed to have been received at 5:00 p.m. on the day so delivered or sent by facsimile (if such day is a business day and if such notice is sent prior to 5:00 p.m. on that day, and if not, on the next following business day). During periods of a postal strike or of a general interruption of postal services, any notice shall be given by personal delivery or facsimile hereunder and shall be deemed to have been received on the second business day following posting of the same.

11. Relationship of Parties

OLG acknowledges the Municipality's role as a host municipality of the Casino Games at the Location. The Municipality acknowledges and agrees that the Municipality is not an employee, agent or representative, joint venturer, or partner of OLG, and the Municipality shall not represent itself to others as being authorized to assume, incur or create any obligation of any kind (express or implied) on behalf of (or in the name of) OLG or any other provincial agency, ministry or crown corporation, or purport to bind OLG or any other provincial agency, ministry or crown corporation in any respect. For greater certainty, the Municipality acknowledges that OLG has, and shall have, the sole right to determine, from time to time and at any time, the number and type of Electronic Games operated at the Location.

12. Severability

If any covenant or term herein or the application thereof to any person or entity, or in any circumstance, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person, event or circumstance, other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant

and condition shall be valid and enforceable to the fullest extent permitted by law, except that if on the reasonable construction of this Agreement, as a whole, the applicability of the other provisions presumes the validity and enforceability of the particular provision, the other provisions will be deemed also to be invalid or unenforceable.

13. Governing Law

This Agreement shall be interpreted and the rights of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario.

14. Attornment

Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

15. Recitals

The recitals to this Agreement form part thereof, and this Agreement is to be construed accordingly.

16. Time

Time shall in all respects be of the essence in this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

18. Disclosure

The parties acknowledge that OLG is a Crown Agency and that it is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, and that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and that, as a result, each party is required to observe certain legislative obligations with respect to the disclosure or non-disclosure of information, whether to government agencies or ministries, members of the public, or otherwise.

19. Modifications

Excluding an amendment permitted under Sections 3(b) and 4(c), no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party providing such waiver, and will be limited to the specific breach being waived.

20. Assignment

No transfer, sale or assignment by the Municipality of this Agreement or the Municipality's rights hereunder is valid without the prior written consent of OLG.

21. Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

22. Electronic Execution

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ONTARIO LOTTERY AND GAMING CORPORATION

Per: _____

Name: Rod Phillips
Title: President and Chief Executive Officer

I have the authority to bind OLG

THE CORPORATION OF THE TOWN OF AJAX

Per: _____

Name:
Title:

c/s

Per: _____

Name:
Title:

I/We have authority to bind the Municipality.

EXHIBIT A

Calculation of Annual Contribution

For example and by way of illustration only: if the Electronic Games Revenue and Live Table Games Revenue for an Operating Year is $650 million and $100 million respectively and as further described in Table A below, then the applicable Annual Contribution for such Operating Year would be $19,712,500:

TABLE A

	Electronic Games Revenue (in millions)	Live Table Games Revenue (in millions)	Annual Contribution Quarterly Payment (in millions)
Operating Year Quarter No. 1 (March 1 – June 30)	$100	$25	[0.0525 x $65) + (0.03 x $35)] + [0.04 x $25] = $5.4625
Operating Year Quarter No. 2 (July 1 – September 30)	$175	$22	[0.03 x $100) + (0.025 x $75)] + [0.04 x $22] = $5.755
Operating Year Quarter No. 3 (October 1 – December 31)	$170	$23	[0.025 x $170)] + [0.04 x $23] = $5.17
Operating Year Quarter No. 4 (January 1 – March 31)	$205	$30	[0.025 x $55) + (0.005 x $150)] + [0.04 x $30] = $3.325
Total	$650	$100	$19.7125

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 79-2013

A By-law to amend By-law No. 95-2003, as amended.

WHEREAS, authority is granted under Sections 34 and 36 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended for Council to pass this By-law;

AND WHEREAS, the Ontario Municipal Board (OMB) issued its order for approval on January 20, 2012, enacting By-law No. 90-2011, thereby rezoning certain lands, identified on Schedule 'A' attached to this By-law and located on the north side of Rossland Road West, between Riverside Drive and Church Street North, as Residential One – 'D' Zone, Holding (H) Provision – 'R1-D(H)', Residential One – 'F' Zone, Holding (H) Provision – 'R1-F(H)', Private Open Space Zone/Residential One – 'F' Zone, Holding (H) Provision – 'POS/R1-F(H)', and Private Open Space Zone/Residential Two – 'B' Zone, Holding (H) Provision – 'POS/R2-B(H)'.

AND WHEREAS the conditions of removal set out in Zoning By-law No. 95-2003, Section 8 (By-law 90-2011), to lift the Holding (H) Provisions from the subject lands have been met in their entirety, as indicated on Schedule 'B' attached to this By-law and Council has given notice of its intension to remove the Holding (H) Provisions in accordance with the *Planning Act*, R.S.O. 1990, c.P.13, as amended;

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

1. THAT the Zone Schedules, specifically Maps 13 & 14, attached to and forming part of Zoning By-law No. 95-2003, as amended, are hereby further amended by rezoning portions of the subject lands from Residential One – 'D' Zone, Holding (H) Provision – 'R1-D(H)', Residential One – 'F' Zone, Holding (H) Provision – 'R1-F(H)', Private Open Space Zone/Residential One – 'F' Zone, Holding (H) Provision – 'POS/R1-F(H)', and Private Open Space Zone/Residential Two – 'B' Zone, Holding (H) Provision – 'POS/R2-B(H)' to Residential One – 'D' Zone – 'R1-D', Residential One – 'F' Zone – 'R1-F', Residential One – 'F' Zone – 'R1-F', and Residential Two – 'B' Zone – 'R2-B', as indicated on Schedule 'B' of this By-law.

2. THAT Exception 168, listed under Section 7.1.1, <u>List of Exceptions</u>, of By-law No. 95-2003, as amended, is hereby amended as follows:

    i) By deleting the Holding (H) Symbol which follows the R1-D and R1-F zone codes within the "Zoning" reference header, such that it appears as follows "EP, OS, R1-D, R1-F, R2-B, R1-D, R1-F, POS";

    ii) By adding By-law No. "79-2013" in the "By-law" reference header, such that it appears after and in conjunction with "90-2011, 79-2013"

3. THAT the Holding (H) Provisions pertaining to the property described as "North side of Rossland Road West, west of Church Street North, legally described as Part of Lot 15, and 16, Concession 3", listed under Section 8.1.1, <u>List of Holding Provisions</u>, of Zoning By-law No. 95-2003, as amended, is hereby amended:

    i) By deleting in its entirety, the holding provision referenced under the "Property Description" as "North side of Rossland Road West, west of Church Street North, legally described as Part of Lot 15 and 16, Concession 3" enacted by By-law No. 90-2011.

4. THAT Zoning By-law No. 95-2003, as amended, be hereby further amended only to the extent necessary to give effect to the provisions of this By-law.

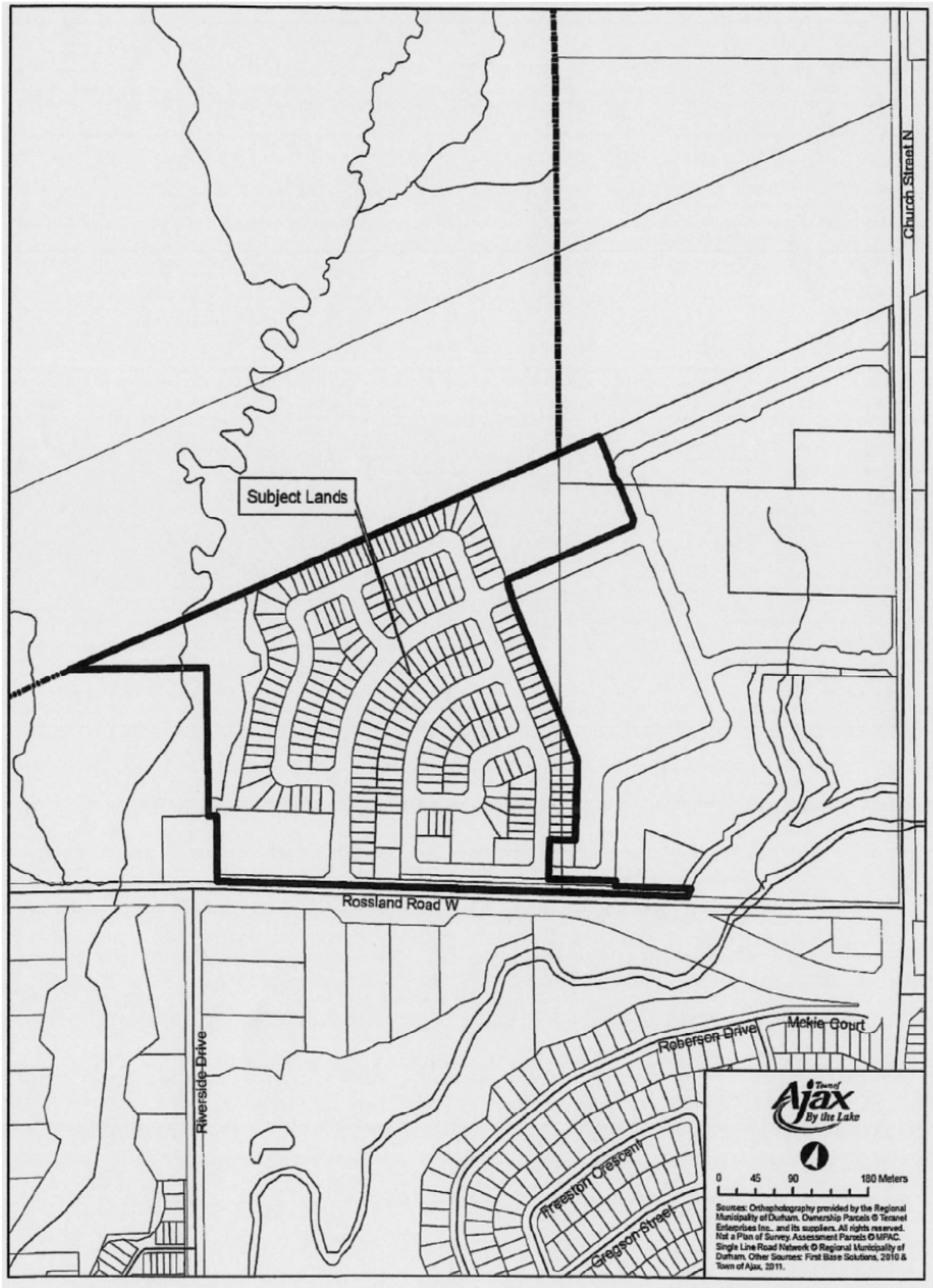
READ a first and second time this Ninth day of September, 2013.

READ a third time and passed this Ninth day of September, 2013.

_____
Mayor

_____
D-Clerk

Schedule 'A' to By-law No. 79-2013
Location Map - Subject Lands



Schedule 'B' to By-law No. 79-2013
Removal of Holding (H) Provisions from Subject Lands

Explanatory Note to By-law No. 79-2013

The purpose of this By-law is to remove Holding (H) Provisions from portions of the subject lands to enable the completion of Phase 1A & Phase 1B of the Duffins Village Subdivision (S-A-2008-01). The conditions for the removal of the Holding (H) Provisions are:

- to construct a road connection from Phase 1A to Church Street North along the alignment of Hurst Drive (Street 'A') and Stannardville Drive (Street 'B'); and
- to obtain all required approvals and permits from the Ministry of Natural Resources for the removal of an existing Butternut tree.

A Residential Subdivision Agreement between the Town of Ajax and the Owner has been executed and all required securities and cash payments have been made in accordance with this agreement.

The conditions for removal of the Holding (H) Provisions have been satisfactorily addressed.

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 80-2013

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 314 Harwood Avenue South, DCC#34 [44 Falby Court], DSCC#213 [Oakins Lane & Lavan Lane], DCC#37 [Robbie Crescent, Chamberlain Court & Paramore Court], DSCC#210 [Annable Lane, Boone Lane, Clegg Lane, Collis Lane, Naylor Lane, Pottle Lane, Rolfe Lane & Wilkie Lane], DSCC #177 [Spraggins Lane & 1-31 Pennefather Lane], Somerset Plaza [1961, 1965, 1971, 1979, 1989, 1991, 1993 & 1995 Salem Road North] and DSCC#243 [Martinworth Lane])

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

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

1. The following persons are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as 314 Harwood Avenue South, DCC#34 [44 Falby Court], DSCC#213 [Oakins Lane & Lavan Lane], DCC#37 [Robbie Crescent, Chamberlain Court & Paramore Court], DSCC#210 [Annable Lane, Boone Lane, Clegg Lane, Collis Lane, Naylor Lane, Pottle Lane, Rolfe Lane & Wilkie Lane], DSCC #177 [Spraggins Lane & 1-31 Pennefather Lane], Somerset Plaza [1961, 1965, 1971, 1979, 1989, 1991, 1993 & 1995 Salem Road North] and DSCC#243 [Martinworth Lane] in the Town of Ajax, in the Regional Municipality of Durham, in order to ascertain whether the provisions of the current Town of Ajax Traffic By-law, as amended, are obeyed and to enforce or carry into effect the said By-law;

   Stavrakis Panayiotous
   Nick Koitsopoulos
   Sandra Hunt-Mimra
   Danny King
   Paul Long

2. The authority granted in Section 1 hereto is specifically limited to that set out in Section 1, and shall not be deemed, at any time, to exceed the authority set out in Section 1.

3. These appointments shall expire upon those persons set out in Section 1 ceasing to be an employee of Paragon Security, or upon Paragon Security ceasing to be an authorized agent of 314 Harwood Avenue South, DCC#34 [44 Falby Court], DSCC#213 [Oakins Lane & Lavan Lane], DCC#37 [Robbie Crescent, Chamberlain Court & Paramore Court], DSCC#210 [Annable Lane, Boone Lane, Clegg Lane, Collis Lane, Naylor Lane, Pottle Lane, Rolfe Lane & Wilkie Lane], DSCC #177 [Spraggins Lane & 1-31 Pennefather Lane], Somerset Plaza [1961, 1965, 1971, 1979, 1989, 1991, 1993 & 1995 Salem Road North] and DSCC#243 [Martinworth Lane].

4. By-law Number 37-2013 is hereby repealed.

READ a first and second time this
Ninth day of September, 2013.

READ a third time and passed this
Ninth day of September, 2013.

_____
Mayor

_____
D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 81-2013

Being a by-law of the Corporation of the Town of Ajax with respect to Development Charges

WHEREAS section 2(1) of the *Development Charges Act, 1997* (hereinafter called "the Act") enables the Council of a municipality to pass by-laws for the imposition of development charges against land located in the municipality for increased capital costs required because of the increased need for services arising from development in the area to which the by-law applies;

AND WHEREAS the Council of The Corporation of the Town of Ajax has made "The Town of Ajax Development Charge Background Study," dated June 19, 2013, prepared by Watson & Associates Economists Ltd., available to the public at least two weeks prior to the public meeting and has given Notice in accordance with section 12 of the Act of its intention to pass a by-law under section 2 thereof and has heard all persons who applied to be heard whether in objection thereto or in support thereof;

AND WHEREAS the Council in adopting the Development Charge Background Study on September 9th, 2013, directed that development charges be imposed on land under development or redevelopment within the geographical limits of the municipality as hereinafter provided.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AJAX enacts as follows:

1. In this by-law,

DEFINITIONS

(a) "Act" means the *Development Charges Act, 1997, S.O. 1997, c. 27, as amended;*

(b) "agricultural operations" means general farming and shall include such uses as breeding and rearing of livestock, including poultry, fowl and fur-bearing animals, the general cultivation of land and associated production, conditioning, processing and storing of field crops, fruits, vegetables and horticultural crops and the selling of such produce on the premises;

(c) "apartment dwelling" means a dwelling consisting of four or more dwelling units, which units have a common entrance from street level and common halls and /or stairs, elevators and yards;

(d) "bedroom" means any room used or designed or intended for use as sleeping quarters including but not limited to, a den, a study, a family room or other similar use;

(e) "commercial" means any non-residential use not defined as "industrial" in this by-law;

(f) "Council" means the council of the Town;

(g) "detached dwelling" means a dwelling containing only a dwelling unit or a dwelling unit and an accessory apartment

(h) "development" includes redevelopment;

(i) "development charge" means a charge imposed pursuant to this by-law adjusted in accordance with Section 13;

(j) "dwelling unit" means a room or group of rooms in a dwelling used or intended to be used as a single independent and separate housekeeping unit containing a kitchen and sanitary facilities, and has a private entrance from outside the dwelling or from a common hallway or stairway inside the dwelling. For the purpose of this by-law a unit in a retirement residence that may be occupied by a person or persons as his or her residence, shall be deemed to be a dwelling unit;

(k) “farm building” means a building or structure used, or designed or intended for use in connection with a bona fide agricultural operation and includes barns, silos and similar structures but excludes a building or structure used or designed or intended for use for residential or commercial uses;

(l) “grade” means the average level of finished ground adjoining a building at all exterior walls;

(m) “gross floor area” means the total floor area, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior walls;

(n) “hospital” means land, buildings or structures used, or designed or intended for use as defined in the Public Hospitals Act, R.S.O. 1990, c. P.40, as amended;

(o) “industrial” means any building used for or in connection with,

(i) manufacturing, producing, processing, storing or distributing something and includes a greenhouse;

(ii) research or development in connection with manufacturing, producing or processing something;

(iii) retail sales by a manufacturer, producer or processor of something manufactured, produced or processed, if the retail sales are at the site where the manufacturing, production or processing takes place; and,

(iv) office for administrative purposes, if carried out with respect to manufacturing, processing, producing, storage or distribution and in or attached to the building or structure used for that manufacturing, producing, processing, storage or distribution;

(p) “non-residential use” means land, buildings or structures or portions thereof used, or designed or intended for a use other than a residential use;

(q) “nursing home” means a nursing home owned by an organized body for a non profit purpose where the use is carried on without profit or gain, the body is registered as a charitable organization and is licensed or approved under a special or general Act but does not include any part of a nursing home containing a dwelling unit.

(r) “office” means a building or part thereof, intended or used for the practice of a profession, conduct of a business or public administration;

(s) “other dwelling” means any residential dwelling which is not a detached dwelling, a semi-detached dwelling, or an apartment dwelling;

(t) “parking structure” means a building or structure provided exclusively for purposes of vehicle parking;

(u) “personal service” means premises or a shop where professional or personal services are provided for gain and where the sale of retail goods, wares, merchandise, articles or things is only accessory to the provision of such services;

(v) “place of worship” means that part of a building or structure used for worship and that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, c. A.31, as amended;

(w) “residential care facility" means a publicly or privately funded residential facility having 6 or more beds, not greater than 37 beds, in which *persons* with physical disabilities, *persons* who are developmentally delayed, *persons* with psychiatric disabilities, and/or pensioners are provided care and lodging.

(x) "retirement residence" means a residential building or the residential portion of a mixed-use building which provides accommodation for persons of retirement age, where common facilities for the preparation and consumption of food are provided for the residents of the building, and where each unit or living accommodation has separate sanitary facilities, less than full culinary facilities and a separate entrance from a common hall;

(y) "retirement residence dwelling unit" means a unit within a retirement residence

(z) "residential use" means land or buildings or structures or part thereof of any kind whatsoever used, designed or intended to be used as a residence for one or more individuals including a retirement residence but does not include a hotel or motel, a nursing home or a residential care facility;

(aa) "retail" means a building or part thereof, not otherwise defined in this by-law, in which goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail directly to the public;

(bb) "semi-detached dwelling" means the whole of a dwelling divided vertically both above grade and below grade into two separate dwelling units;

(cc) "Town" means The Corporation of the Town of Ajax.

2. SCHEDULE OF DEVELOPMENT CHARGES

(1) Subject to the provisions of this by-law, development charges against land shall be calculated and collected in accordance with the base rates set out in Schedule B, which relate to the services set out in Schedule A.

(2) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows:

(a) in the case of residential development, or the residential portion of a mixed-use development, based upon the number and type of dwelling units, in accordance with Schedule B;

(b) in the case of non-residential development, or the non-residential portion of a mixed-use development, based upon the number of square feet of gross floor area of such development, in accordance with Schedule B.

(3) Council hereby determines that the development of land, buildings or structures for residential and non-residential uses have required or will require the provision, enlargement, expansion or improvement of the services referenced in Schedule A.

(4) This by-law does not provide for the phasing in of the base rates in Schedule B beyond the provision that complete building permit applications received prior to October 9, 2013 and issued by December 31, 2013, will be subject to the development charge rate in effect as of September 7, 2013. A complete building permit means that all drawings and plans have been submitted in final form and all fees and charges have been paid, including the applicable Town of Ajax development charge.

3. APPLICABLE LANDS

(1) Subject to subsections (2), (3), (4) and (7), this by-law applies to all lands in the Town, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, 1990, c.A..31.

(2) This by-law shall not apply to land that is:

(a) owned by and used for purposes of:

(i) a board as defined in subsection 1(1) of the *Education Act*;

(ii) the Town, or any local board thereof;

(iii) The Regional Municipality of Durham, or any local board thereof; or

(b) used for the purposes of:

(i) the development of a farm building used for bona fide agricultural operations;

(ii) a place of worship; or

(iii) a hospital.

(3) This by-law shall not apply to:

(a) a temporary use permitted under a zoning by-law amendment enacted under section 39 of the *Planning Act*;

(b) temporary erection of a building without foundation as defined in the *Building Code Act* for a period not exceeding six (6) consecutive months and not more than six (6) months in any one calendar year on a site;

(c) parking structures;

(d) 50% of the development area of a nursing home;

(e) development where, by comparison with the land at any time within five years previous to the imposition of the charge:

(i) no additional dwelling units are being created;

(ii) no additional non-residential gross floor area is being added;

(f) development of the type referenced in Schedule “C,” to the extent of the exemption noted, where such development is located within the Downtown Community Improvement Project Area, as defined in Schedule “E” and as may be amended from time to time.

(g) development of the type referenced in Schedule “D”, to the extent of the exemption noted, where such development is located within the Pickering Village Community Improvement Project Area, as defined in Schedule “F” and as may be amended from time to time and subject to the approval of a Community Improvement Project Area for the Pickering Village Community Project Area.

(4) Section 2 of this by-law shall not apply to that category of exempt development described in s.s. 2(3) of the *Act* , namely:

(a) the enlargement of an existing dwelling unit or the creation of one or two additional dwelling units in an existing detached dwelling; or

(b) the creation of one additional dwelling unit in any other existing residential building.

(5) Notwithstanding subsection (4)(a), development charges shall be calculated and collected in accordance with Schedule B where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing dwelling unit.

(6) Notwithstanding subsection (4)(b), development charges shall be calculated and collected in accordance with Schedule B, where the additional dwelling unit has a residential gross floor area greater than,

(a) in the case of a semi-detached dwelling unit, the gross floor area of the existing smallest dwelling unit, and

(b) in the case of any other residential building, the residential gross floor area of the smallest dwelling unit contained in the residential building.

(7) Section 2 of this by-law shall not apply to that category of exempt development described in s.4 of the *Act,* and s.1 of O.Reg. 82/98, namely:

(a) the enlargement of the gross floor area of an existing industrial building, if the gross floor area is enlarged by 50 percent or less;

(b) for the purpose of (a), the terms "gross floor area" and "existing industrial building" shall have the same meaning as those terms have in O.Reg. 82/98 under the Act.

(c) Notwithstanding subsection (a), if the gross floor area is enlarged by more than 50 per cent, development charges shall be payable and collected and the amount payable shall be calculated in accordance with s.4(3) of the Act.

(8) That where a conflict exists between the provisions of this by-law and any other agreement between the Town and the owner, with respect to land to be charged under this by-law, the provisions of such agreement prevail to the extent of the conflict.

4. APPLICATION OF CHARGES

(1) Subject to subsection (2), development charges shall apply to, and shall be calculated, paid and collected in accordance with the provisions of this by-law in respect of land to be developed for residential and non-residential uses within the geographical limits of the Town, where,

(a) the development requires,

(i) the passing of a zoning by-law or an amendment thereto under Section 34 of the *Planning Act,* R.S.O. 1990, cP.13, as amended (the "*Planning Act*");

(ii) the approval of a minor variance under Section 45 of the *Planning Act*;

(iii) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act* applies;

(iv) the approval of a plan of subdivision under Section 51 of the *Planning Act*;

(v) a consent under Section 53 of the *Planning Act*;

(vi) the approval of a description under Section 9 of the *Condominium Act*, 1998 S.O. c. 19, as amended; or

(vii) the issuing of a permit under the *Building Code Act,* 1992 S.O. c. 23, as amended, in relation to a building or structure.

(2) Subsection (1) shall not apply in respect of local services as described in s.s.59(2) (a) and (b) of the Act;

(3) The development charges imposed on a retirement residence dwelling unit under section 2 shall be payable at the rate applicable to an apartment dwelling unit smaller than 2 bedrooms.

5. LOCAL SERVICE INSTALLATION

Nothing in this by-law prevents Council from requiring, as a condition of any approval under s. 41, 51 or 53 of the *Planning Act.,* that the owner, at his or her own expense, shall install or pay for such local services, as Council may require, or that the owner pay for the local connection to a water, sanitary sewer or storm drainage facility related to the approval or within the area to which the approval relates.

6. MULTIPLE CHARGES

(1) Where two or more of the actions described in Section 4(1) of this by-law are required before land to which a development charge applies can be developed, only one development charge shall be calculated, paid and collected in accordance with the provisions of this by-law.

(2) Notwithstanding subsection (1), if two or more of the actions described in Section 4(1) of this by-law occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule A, an additional development charge shall be calculated and collected in accordance with the provisions of this by-law.

(3) If a development does not require a building permit but does require one or more of the actions described in Subsection 4(1) of this by-law, then the development charge shall nonetheless be payable in respect of any increased or additional development permitted by such action.

7. SERVICES IN LIEU

Council may authorize an owner, through an agreement under s.38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit, without interest, against the development charge in accordance with the agreement provisions and the provisions of s.39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu, as determined by the Town. In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the Town in respect of the development to which the agreement relates.

8. DEVELOPMENT CHARGE REDEVELOPMENT CREDITS

(1) Where residential space is being converted to non-residential space, the development charge equivalent that would have been payable on the residential space shall be deducted from the charge calculated on the non-residential space being added.

(2) Where non-residential space is being converted to residential space, the development charge equivalent that would have been payable on the non-residential space shall be deducted from the charge calculated on the residential units being added.

(3) An owner who has obtained a demolition permit and demolished existing dwelling units or a non-residential building or structure in accordance with the provisions of the *Building Code Act* shall not be subject to the development charge with respect to the development being replaced, provided that the building permit for the replacement residential units or non-residential building or structure is issued not more than 5 years after the date of issuance of the demolition permit and provided that any dwelling units or non-residential floor area created in excess of what was demolished shall be subject to the development charge imposed under section 2.

(4) No redevelopment credit shall be made in excess of the development charge payable for a redevelopment.

9. TIMING OF CALCULATION AND PAYMENT

(1) Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted by the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.

(2) Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full to the Town.

(3) Notwithstanding subsections (1) and (2), an owner and the Town of Ajax may enter into an agreement to provide for the payment in full of a development charge before building permit issuance or later than the issuing of a building permit.

(4) If a development does not require a building permit, the development charge shall be calculated and paid in full at the rate in effect at the time the approval is granted as a condition of the earliest of any of the approvals required for the development and enumerated in Section 4 of this by-law.

10. BY-LAW REGISTRATION

This By-law or a certified copy of this by-law may be registered against the title to any land to which this by-law applies.

11. RESERVE FUNDS

(1) Monies received from payment of development charges shall be maintained in a separate reserve fund for each service designated in Schedule “A,” plus interest earned thereon.

(2) Monies received for the payment of development charges shall be used only in accordance with the provisions of s.35 of the Act.

(3) Where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.

(4) Where any unpaid development charges are collected as taxes under subsection (3), the monies so collected shall be credited to the development charge reserve fund or funds referred to in subsection (1).

(5) The Treasurer of the Town shall, commencing in 2014 for the 2013 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Sections 12 and 13 of O.Reg. 82/98, or any amending regulation.

12. BY-LAW AMENDMENT OR REPEAL

(1) Where this by-law or any development charge prescribed thereunder is amended or repealed by order of the Ontario Municipal Board or by resolution of the Council, the Town Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.

(2) Refunds that are required to be paid under subsection (1) shall be paid to the registered owner of the land on the date on which the refund is paid.

(3) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:

(a) interest shall be calculated from the date on which the overpayment was collected to the day on which the refund is paid;

(b) interest shall be paid at the Bank of Canada rate in effect on the date of enactment of this by-law.

13. DEVELOPMENT CHARGE SCHEDULE INDEXING

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".

14. BY-LAW ADMINISTRATION

This by-law shall be administered by the Finance Department and the Planning and Development Services Department.

15. SCHEDULES TO THE BY-LAW

The following schedules to this by-law form an integral part of this by-law:

Schedule A - Designated Municipal Services Under this By-law

Schedule B - Schedule of Development Charges

Schedule C – Exemption Schedule re s.s.3(3)(f)

Schedule D – Exemption Schedule re s.s.3(3)(g)

Schedule E – Downtown Community Improvement Project Area

Schedule F – (proposed) Pickering Village Community Improvement Project Area

16. DATE BY-LAW EFFECTIVE

This by-law shall come into force and effect on September 9, 2013.

17. EXISTING DEVELOPMENT CHARGE BY-LAW REPEAL

By-law 83-2008 as amended, is repealed, effective the date that this by-law comes into force and effect.

18. SEVERABILITY

If, for any reason, any provision, section, subsection or paragraph of this by-law is held to be invalid, it is hereby declared to be the intention of Council that all of the remainder of this by-law shall continue in full force and effect until repealed, re-enacted or amended, in whole or in part or dealt with in any other way.

19. SHORT TITLE

This by-law may be cited as the "Ajax Development Charge By-law #xx-2013."

20. NON-BINDING NATURE

Nothing in this by-law or Council's approval of a capital forecast shall be construed so as to commit or require the Town or its Council to authorize or proceed with any specific capital project at any specific time.

READ a first and second time this
Ninth day of September, 2013

READ a third time and passed this
Ninth day of September, 2013

_____
Mayor

_____
D-Clerk

SCHEDULE "A"

(To Development Charges By-law 81-2013)

DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW

1. Development-related capital growth studies;
2. Fire, including stations, vehicles and equipment;
3. Transportation, including roads, structures, sidewalks, streetlights, traffic signals, and multi-use trails;
4. Operations, including works yards, vehicles, equipment and services related thereto;
5. Parks, including parkland and trail development and equipment and items related thereto;
6. Recreation, including major indoor recreational facilities, furnishings and equipment and items related thereto;
7. Libraries, including furniture, shelving, equipment and items related thereto and including materials acquired for circulation, reference or information purposes by a library board.

SCHEDULE "B"

SCHEDULE OF DEVELOPMENT CHARGES

(To Development Charges By-law 81-2013)

Service	Residential Development Per Dwelling Unit by Type				Non-Residential
	Single, Semi or Detached	Apartments 2 BR and Larger	Apartments Smaller than 2 BR	Other Dwellings	
Development-related Studies	$ 188	$ 105	$ 64	$ 147	$ 0.10
Fire	$ 327	$ 184	$ 111	$ 256	$ 0.17
Parks	$ 2,269	$ 1,275	$ 768	$ 1,775	$ 0.09
Recreation	$ 3,276	$ 1,841	$ 1,109	$ 2,563	$ 0.13
Libraries	$ 540	$ 303	$ 183	$ 422	$ 0.02
Operations	$ 339	$ 190	$ 115	$ 265	$ 0.16
Transportation	$ 7,868	$ 4,421	$ 2,665	$ 6,155	$ 3.92
Total	$ 14,807	$ 8,319	$ 5,015	$ 11,583	$ 4.59

SCHEDULE "C"

(To Development Charges By-law 81-2013)

EXEMPTION SCHEDULE RE S.S.3(3)(f) PERTAINING TO FULLY OR PARTIALLY EXEMPT DEVELOPMENT USES WITHIN THE DOWNTOWN COMMUNITY IMPROVEMENT PROJECT AREA, AS DEFINED IN SCHEDULE "E"

1. FULL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   1.1 office development consisting of two or more storeys of office uses in a building or hotels of at least six storeys

   1.2 Commercial development provided that:

      (i) the retail/personal service component is located in a non-residential mixed-use building having two or more storeys of office, and the Gross Floor Area of the retail/personal service component does not exceed that of the office component, or,

      (ii) the commercial development is located in a residential mixed-use building 6 storeys in height or greater, and the Gross Floor Area of the commercial uses does not exceed an amount equal to 30% of the total residential Gross Floor area.

   1.3 Residential development equal to or greater than 90 units per net hectare, calculated on a block-by-block basis.

2. 75% RESIDENTIAL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   2.1 Residential development equal to or greater than 25 units per net hectare, but less than 90 units per net hectare, calculated on a block-by-block basis, for those dwelling units for which underground parking is provided in a common area or areas.

3. 50% RESIDENTIAL DEVELOPMENT CHARGE EXEMPTION APPLIES TO:

   3.1 Residential development equal to or greater than 25 units per net hectare, but less than 90 units per net hectare, calculated on a block-by-block basis, for those dwelling units for which surface parking is provided.

SCHEDULE "D"

(To Development Charges By-law 81-2013)

EXEMPTION SCHEDULE RE S.S.3(3)(g) PERTAINING TO FULLY OR PARTIALLY EXEMPT DEVELOPMENT WITHIN THE PICKERING VILLAGE COMMUNITY IMPROVEMENT PROJECT AREA, AS DEFINED IN SCHEDULE "F"

Program Funding

1. 50% EXEMPTION OF DEVELOPMENT CHARGES FOR ALL ELIGIBLE COMMERCIAL/RESIDENTIAL OR COMMERCIAL/OFFICE MULTI-STOREY DEVELOPMENT PROVIDED THAT:

   1.1 The new residential/commercial or commercial/office development consists of two or more storeys with the ground floor only comprised of any of the following uses: retail stores, restaurants, art gallery, place of entertainment, museum, convenience store, financial institution (bank only) as defined in Zoning By-law 95-2003.

2. 50% EXEMPTION OF DEVELOPMENT CHARGES FOR ALL DEVELOPMENT PROVIDED THAT:

   2.1 The development provides a minimum of 60% of required on-site parking as underground parking and/or above ground deck parking that is appropriately designed to fit in with the proposed development and existing streetscape at the discretion of the Town.

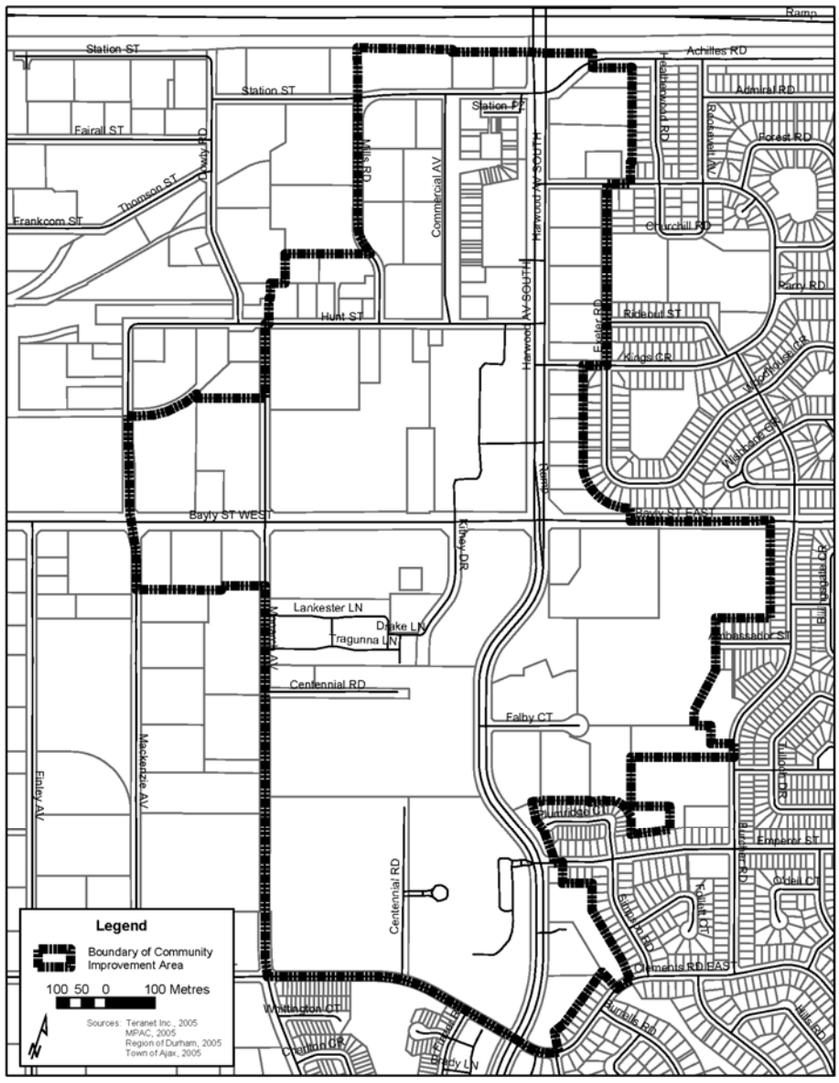
3. PROJECTS WHICH SATISFY BOTH SECTION 1.1 AND 2.1 ABOVE WILL BE ELIGIBLE FOR A FULL EXEMPTION OF THE TOWN OF AJAX DEVELOPMENT CHARGES.

SCHEDULE "E"

(To Development Charges By-law 81-2013)

AREA BOUNDARIES FOR THE TOWN OF AJAX
DOWNTOWN COMMUNITY IMPROVEMENT PROJECT AREA

Schedule 'A' of By-law 43-2005

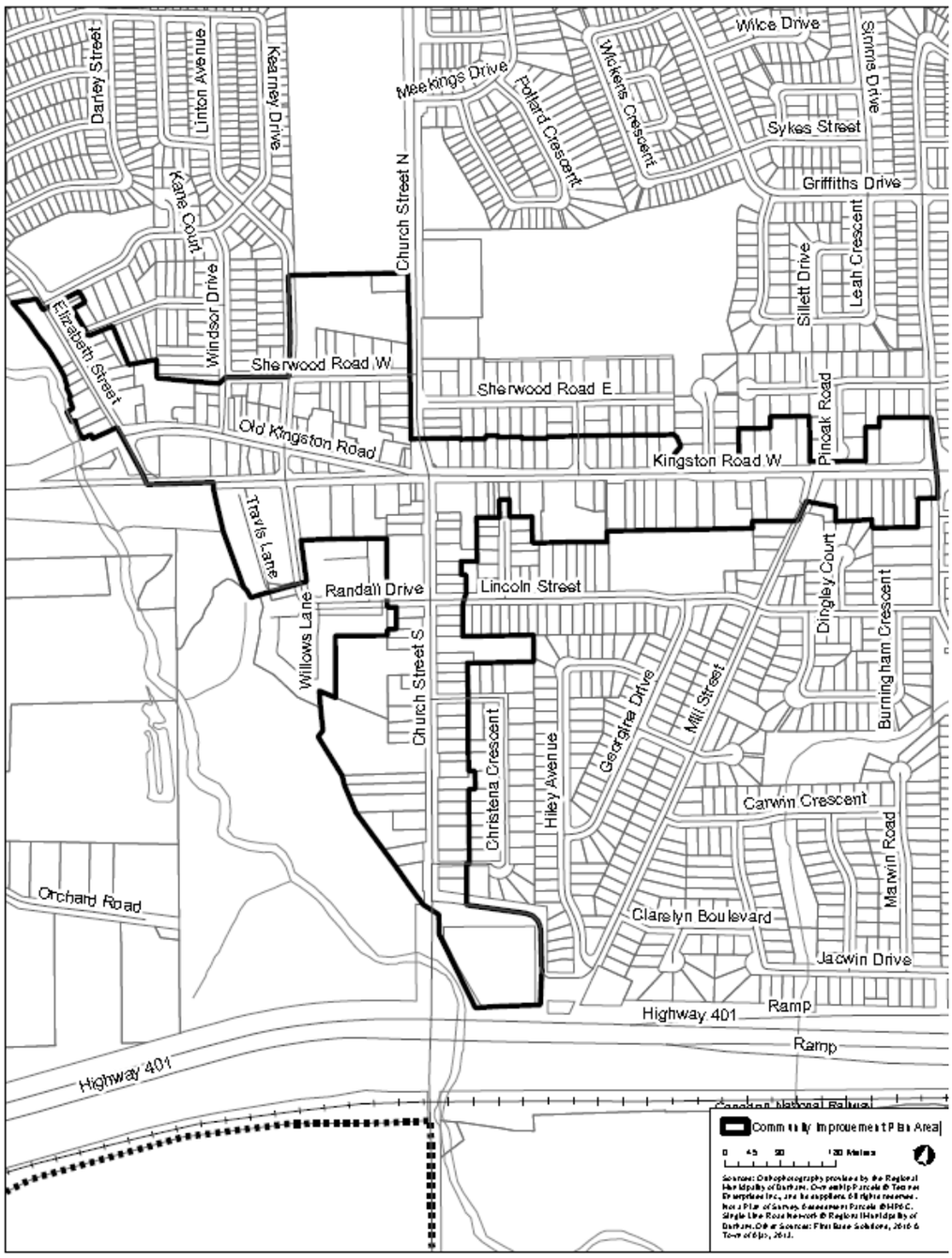


This plan may be amended from time to time without the need to amend this Schedule "E"

SCHEDULE "F"

(To Development Charges By-law 81-2013)

AREA BOUNDARIES FOR THE TOWN OF AJAX
(Proposed) PICKERING VILLAGE COMMUNITY IMPROVEMENT PROJECT AREA



This plan may be amended from time to time without the need to amend this Schedule "F"

TOWN OF AJAX
REPORT OF THE GENERAL GOVERNMENT COMMITTEE

For consideration by the Council of the Town of Ajax on September 9, 2013

The General Government Committee met at 1:30 p.m. on September 5, 2013

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

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1. Call to Order (1:30 p.m.)

Chair Dies called the meeting to order.

2. Disclosure of Pecuniary Interest

None

The General Government Committee recommends as follows:

3. Adoption of In-Camera Minutes

Moved by: P. Brown

That the Minutes of the In-Camera meeting of the General Government Committee held on July 4, 2013 be adopted.

CARRIED

<u>In-Camera</u>

4. Authority to hold a Close Meeting and Related In-Camera Session

Moved by: S. Parish

That the Committee convene In-Camera pursuant to Section 239 (2) (c, f) of the *Municipal Act, 2001,* as amended, to discuss matters pertaining to the proposed or pending acquisition or disposition of land by the municipality or local board and *a* matter of advice subject to solicitor-client privilege, including communications necessary for that purpose

CARRIED

4.1 **Ajax Plaza Development Project Update**

Open Meeting

Ratify Actions Taken In-Camera

Moved by: S. Parish

That all actions approved in the In-Camera Session be ratified

CARRIED

5. Consent Agenda

Members separated items 5.2, 5.3, and 5.4 for discussion.

5.1 **OLG Amended and Restated Municipality Contribution Agreement**

Moved by: S. Collier

That the by-law for the Amended and Restated Municipality Contribution Agreement be recommended to Council for approval.

CARRIED

5.2 **Enbridge Line 9B Reversal & Line 9 Capacity Expansion Project – Letter of Comment to the National Energy Board**

Moved by: S. Parish

1. That Enbridge Pipelines be required to install remotely controlled isolation valves at shorter intervals within Durham Region, including working with conservation authorities to determine key watercourses where additional isolation valves should be installed, to minimize the volume of oil that may be released during a spill.

2. That Enbridge Pipelines be required to conduct an integrity dig at Kilometre Post (KP) 3112.9 to protect against a possible worst case scenario spill in Durham Region.

3. That Enbridge Pipelines be required to establish a new Enbridge Oil Pipeline emergency response crew, including emergency equipment storage facility, between Westover and Belleville to reduce Enbridge's emergency response times for Ontario's most densely populated area.

4. That Enbridge Pipelines be required to deliver annual emergency response training and detailed information sessions regarding Line 9 to conservation authority staff, regional and local municipal staff, and emergency services personnel.

5. That Enbridge Pipelines be required to, in collaboration with municipalities, identify stormwater sewer catch basin locations and stormwater management pond locations in their mapping for emergency response purposes.

6. That Enbridge Pipelines be required to develop local municipal specific Emergency Response Plans that are aligned with existing municipal emergency plans.

7. That the Letter of Comment to the National Energy Board regarding Enbridge's application for the Line 9B Reversal and Line 9 Capacity Expansion Project, as provided in Attachment 1, be received for information.

8. That this Report be circulated to the National Energy Board; Enbridge Pipelines Inc.; Durham Region; City of Pickering; Town of Whitby; City of Oshawa; Municipality of Clarington; Toronto and Region Conservation Authority; Central Lake Ontario Conservation Authority; Ganaraska Region Conservation Authority; Town of Ajax Environmental Advisory Committee; the cities of Mississauga, Kingston, Hamilton Burlington and Toronto, all Members of Parliament representing the lakeshore municipalities in Durham; the leaders of the major federal political parties; Environmental Defense, and DurhamCLEAR.

CARRIED

5.3 **Community Action Plan (2011-2014) – Year Three (2013) Mid Year Status Report**

Moved by: P. Brown

1. That the Community Action Plan (2011-2014) Year Three (2013) Mid Year Status Report be received as information.

CARRIED

5.4 **2013 Mid-Term Advisory Committee Appointments & 2014 Meeting Schedule**

Moved by: S. Parish

1. That the attached 2014 Advisory Committee meeting schedule be approved, and be circulated to Council and department heads, advisory committee staff liaisons and posted on the Town's website; and,

2. That the following individuals be appointed to the Youth Engagement Advisory Committee with a term to expire on December 31, 2014:

Youth Engagement Advisory Committee

Alisha D'Mello
Alexander Estrela
Tianna Gomes*
Emily Harrison*
Gaurav Jagota
Meera Jagota
Abiraa Karalasingam*
Ramisha Rashid

Nivedita Saini
Zoha Salim
Mitchell Tyler Simeon
Breyan Sinnott*
Riley Sinnott*
Craig-Anthony Wilson
Jada Wright

**Indicates returning member*

3. That the appointment term for the following members of the Committee of Adjustment be extended to expire February 15, 2015, to align with continuation of legislated meeting requirements through the transition of a new term of Council.

   Committee of Adjustment

   Michael Briand
   Chris Daffern
   Eldon Dixon
   Matthew Milligan
   Carolyn Molinari

CARRIED

6. Presentations/Discussion

None

7. Departmental Updates

Department Heads provided high level updates on projects and initiatives that took place throughout the summer break. Discussion took place surrounding current issues related to DRT bus routes, the provision of school bussing to elementary and high school students, and safe walking routes to schools.

8. Adjournment (3:15 p.m.)

Moved by: S. Parish

That the September 5, 2013 meeting of the General Government Committee be adjourned.

CARRIED

J. Dies, Chair