

The Corporation of the Town of Ajax

COUNCIL

Monday September 8, 2014 at 7:00 p.m.

Council Chambers, Town Hall

65 Harwood Avenue South



Confirmed by: *MM*

AGENDA

Alternative formats available upon request by contacting:

sarah.moore@ajax.ca or 905-619-2529 ext. 3347

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

1. Call To Order

2. Disclosure of Pecuniary Interest

3. Adoption of Minutes

3.1 [Special Meeting](#) [July 3, 2014](#) 3

4. Delegation and Presentations / Public Hearings

4.1 Delegation **Unfair Taxation for Seniors in the Town of Ajax**
~ Heather Allen-Robertson, Ajax Resident

4.2 Presentation **Women’s Multicultural Resource & Counseling Centre
of Durham Plaque Presentation to Town of Ajax**
~ Esther Enyolu, Executive Director WMRCC of Durham

4.3 Presentation **Doors Open Ajax, 2014**
~ Christy Chrus, Senior Planner
~ Robert Gruber, Manager, Community & Culture Development

4.4 Presentation **Ajax on the Map**
~ Robert Gruber, Manager, Community & Culture Development
~ Rob Halko, GIS Analyst

5. [Correspondence](#) 7

6. Reports

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

6.2 General Government Committee Report

September 4, 2014
(circulated separately)

6.3 Advisory Committee Reports

None

6.4 Departmental Reports

September 8, 2014

6.4.1 Contract Award – Construction of Ajax Lake Driveway Rain Gardens, P.

Allore, Director of Planning & Development Services / S. Ruddy, Site Plan

Coordinator 14

7. Regional Councillors' Reports

7.1 Regional Councillor S. Collierverbal

7.2 Regional Councillor C. Jordanverbal

8. Business Arising From Notice of Motion

None

9. By-Laws

64-2014	Fire Route - Looperage Lane – Townhouses	19
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69-2014	Part Lot Control – PLC 3/14 Ajax Audley Developments Plan 40M-2504.....	25
70-2014	Part Lot Control – PLC 5/14 Oxnard Homes Plan 40M-2522	27
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74-2014	Appointment of Law Enforcement Officers – Parking – 270 Kingston Rd – Walmart.....	49
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10. Notice of Motion

11. Other Business

12. Question Period

13. New Business, Notices and Announcements

14. Confirming By-Law 78-2014

15. Adjournment

**Minutes of the Meeting of the
Council of the Corporation of the Town of Ajax
Held in the Council Chambers of the Town Hall on
Thursday, July 3, 2014 at 2:50 p.m.**

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

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 2:50 p.m.

2. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interests

3. Adoption of Minutes

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

That the Minutes of the regular meeting of Council held on June 23, 2014 be adopted.
CARRIED

4. Delegation and Petitions/Public Hearings

None

5. Correspondence

Moved by: J. Dies
Seconded by: R. Ashby

That the report dated July 3, 2014 containing Items of Correspondence be adopted.
CARRIED

6. Reports

6.1 Community Affairs & Planning Committee Report

None

6.2 General Government Committee Resolutions

Moved by: C. Jordan

Seconded by: P. Brown

That the recommendations and resolutions approved at the General Government Committee meeting held July 3, 2014 be adopted as resolutions of Council.

CARRIED

6.3 Advisory Committee Reports

Moved by: R. Ashby

Seconded by: J. Dies

That Advisory Committee minutes from April and May, 2014 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

None

7. Regional Councillors' Reports

Regional Councillor Jordan summarized issues raised at Durham Regional Council regarding nuclear safety and awareness, and made inquiries to staff regarding the town's preparedness in the event of a nuclear emergency. Interim Fire Chief M. Gamba indicated that the town's emergency management program is largely guided by the Region of Durham; it was indicated that further information regarding nuclear emergency preparedness in Ajax will be forwarded to Regional Councillor Jordan in the coming weeks.

Moved by: J. Dies

Seconded by: M. Crawford

That the Regional Councillor's Reports dated July 3, 2014 be received for information.

CARRIED

8. Business Arising from Notice of Motion

None

9. By-laws

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

That By-law numbers 58-2014 to 62-2014 be read a first, second and third time and passed.
CARRIED

10. Notice of Motion

None

11. Other Business

None

12. Question Period

None

13. New Business - Notices & Announcements

None

14. Confirming By-Law

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

That By-law number 63-2014 being a by-law to confirm the proceedings of the Council of the Corporation of the Town of Ajax at its regular meeting held on July 3, 2014 be read a first, second and third time and passed.

CARRIED

15. Adjournment

Moved by: M. Crawford

Seconded by: P. Brown

That the July 3, 2014 meeting of the Council of the Town of Ajax be adjourned. (2:55 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 8, 2014
SUBJECT: Items of Correspondence

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

- a) **Durham Regional Police Services:** Implementation of Community Neighbourhood Watch in Castlefields Bellotti-Brider Neighbourhood..... 8

That Council endorse the designation of the Castlefields Bellotti-Brider Neighbourhood Watch program and that permission be granted to erect signs related thereto.

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

- i) **Veridian :** Veridian Corporation Director Nomination Process 10

M. de Rond
Clerk

MdR/lb

DURHAM REGIONAL POLICE SERVICE

Leaders in Community Safety

605 ROSSLAND ROAD EAST, WHITBY, ONTARIO L1N 0B8
Oshawa (905) 579-1520 1-888-579-1520 Toronto (905) 683-9100 Fax (905) 436-1447

• Paul Martin, Chief of Police • Scott Burns, Deputy Chief of Police

Wednesday, September 03, 2014

Mr. Martin DeRond, Clerk
Town of Ajax,
65 Harwood Avenue South
AJAX, Ontario
L1S 2H9

To the Governing Municipal Body:

RE: THE IMPLEMENTATION OF A COMMUNITY NEIGHBOURHOOD WATCH

"Castlefields – Bellotti-Brider Neighbourhood Watch, Ajax"

Through the implementation of Crime Prevention Programs, dedicated community volunteers work with police to help reduce crime in their communities. One such "Citizen Involved" Crime Prevention Program is Neighbourhood Watch. It is a program which employs an elegantly simple technique of "neighbours looking out for neighbours" to reduce threats of crime against potential victims.

This letter is to introduce you to a group of concerned citizens who want to get involved in such a program. Through persistence, devotion and hard work, these people have made an honourable effort to form a Neighbourhood Watch within their community. They have met all criteria as set out in the Durham Regional Police Service "Neighbourhood Watch Guidelines" and have received a commitment from their fellow neighbours of at least 75% participation. Moreover, over 60% of the households in this tight-knit community have already been fully trained in Neighbourhood Watch principles, and the others are to be trained over the coming weeks. In so doing, the members of this community are demonstrating their understanding that Crime Prevention is not just a job for a few professionals. Rather, the attitude and involvement of these citizens proves their genuine concern to work together to make our community a better place to live.

The Durham Regional Police Service endorses this new organization as an official Community Neighbourhood Watch. It is recommended that they be granted permission to erect approved Neighbourhood Watch signs in their area as a crime deterrent. A map outlining potential sign locations will be forwarded for reference.

Yours in crime prevention and safety,

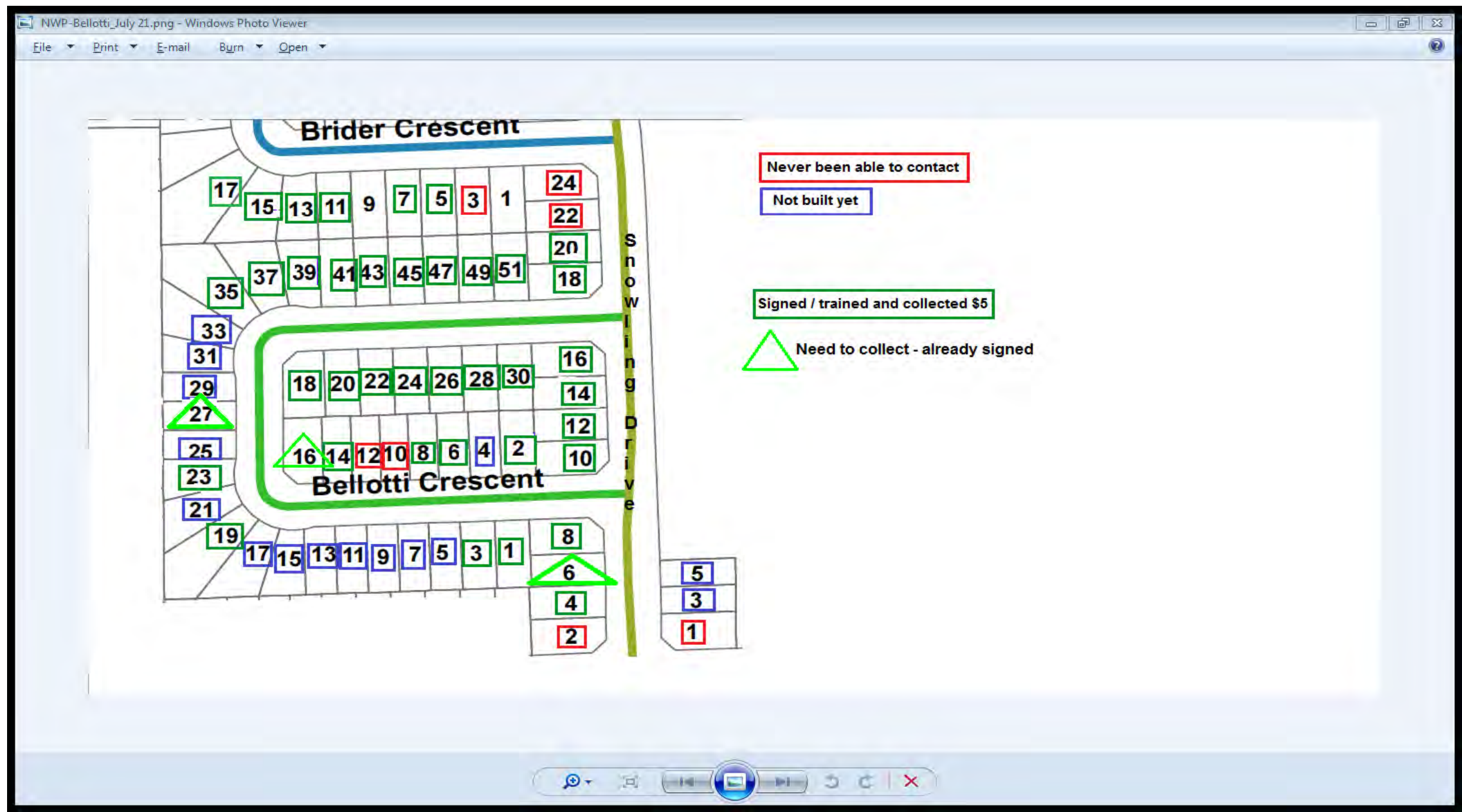
Morgen L. Dobson

Ms. Morgen Dobson #1150
Regional Neighbourhood Watch Coordinator

Cc: Ms. Marilou Murray, Assistant to the CAO, Strategic Initiatives, Town of Ajax
Ms. Angela Gibson, Town of Ajax Senior Transportation Analyst
Mr. Steve Brake, Town of Ajax Operations Manager
Mr. Renrick Ashby, Ward 2 Councillor
Mr. Shaun Collier, Regional Councillor
Inspector Bruce Townley, DRPS West Division
Staff Sergeant Jeff Haskins, DRPS West Division
Sergeant Bob Soffie, DRPS West Division
Detectives Sean Sitaram and Chris Ludlow, DRPS West Division
Mr. Theepan and Mrs. Shamini Balasubramaniam and Mrs. Joy Ramlal,
Castlefields Bellotti-Brider Neighbourhood Watch Leadership Team

CASTLEFIELDS BELLOTTI-BRIDER NEIGHBOURHOOD WATCH TOTALS			
TOTAL HOMES	50		38
TOTAL SIGNED	41	need 38 out of 50 signatures to get to 75%	
% signed	82%		23
TOTAL TRAINED	41	need at least 23 homes trained for endorsement	
% of signatures trained	100%		25

Endorsed July 2014
 Co-Chairs are Theepan & Shamini Balasubramaniam and Joy Ramlal



August 12, 2014

Via E-mail Delivery to:

Mr. Martin DeRond – Director of Legislative and Information Services , Town of Ajax -

- martin.derond@townofajax.com

Ms. Debbie Shields – City Clerk, City of Pickering - dshields@pickering.ca

Ms. Anne Greentree – Municipal Clerk, Municipality of Clarington - agreentree@clarington.net

Mr. Matt MacDonald – Acting Director of Corporate Services/City Clerk, City of Belleville –

mmacdonald@city.belleville.on.ca

Re: Veridian Corporation Director Nomination Process

The term of the existing directors for Veridian Corporation, Veridian Connections Inc. and Veridian Energy Inc. will expire on December 31, 2014. As such I am writing to you to outline the nomination process that will be undertaken in order to secure a slate of directors for all three entities.

The following table outlines the steps, timing and responsibilities for the nomination process.

Step	Action	Timing	Responsibility	Comments
1	Initial meeting of Nomination Committee to review process and establish direction for management	July 8, 2014	Nominating Committee	Completed Participants Mayor Ryan – Pickering (Chair) Councillor Dies – Ajax Mayor Ellis – Bellville Mayor Foster - Clarington
2	Hire Consultant to complete the non elected selection process	July 2014	Veridian	Completed
3	Send letter to municipal clerks explaining nomination process	August 15	Veridian	Completed

Step	Action	Timing	Responsibility	Comments
4	Review Director Profile, Skills Matrix and recruitment advertisement	September 2	Governance Committee	Governance Committee to provide recommended changes to Nominating Committee and Veridian Corporation Board for approval
5	Recruitment Ads placed in local newspapers	September 8	Veridian	Two insertions: Ajax/Pickering News Advertiser Clarington This Week Belleville Intelligencer
6	Recruitment advertisement placed on Veridian, municipal and other community websites	September 8	Veridian/Share holders	List of community websites to be provided by each shareholder
7	Interviews of non elected candidates conducted by consultant & M. Angemeer	To be completed by October 15	Consultant & M. Angemeer	
8	Consultant report to be provided to Nominating Committee & Veridian	October 31	Veridian	
9	Nominating Committee to meet and review non elected candidates	No later than November 14	Veridian to coordinate meeting	Participants Mayor Ryan – Pickering (Chair) Councillor Dies – Ajax Mayor Ellis – Bellville Mayor Foster - Clarington
10	Letter sent to municipal clerks outlining process /requirements and requesting selections for Veridian Corporation and recommendations for Veridian Connections Inc.	November 14	Veridian	At this point in time Veridian Energy Inc. is a shell company whose responsibilities have been rolled up under Veridian Corporation. No nominees required.

Step	Action	Timing	Responsibility	Comments
11	Consultant report for non elected candidates and resumes sent to municipal clerk with letter in step 10 above	November 14	Veridian	
12	Shareholder councils approve slate of candidates for Veridian Corporation and recommendations for Veridian Connections Inc.	No later than December 15	Shareholder councils	
13	Shareholder selection for elected and non elected directors for Veridian Corporation and recommendations for Veridian Connections Inc sent to Veridian	No Later than December 17	Town/City Clerks	
14	Inaugural Veridian Corporation Board meeting to select Chair, Vice Chair, VCI Board, VEI Board and Board Committee members	January 2015 Exact date TBD	Elected Chair of Veridian Corporation	
15	Letters sent to all unsuccessful candidates that were interviewed	Week following inaugural Board meeting	Veridian	

Should you have any questions or comments please contact me directly by:
Email: mangemeer@veridian.on.ca Phone: 905-427-9870 (Ext 2000)

Yours truly,



Michael C. Angemeer, P. Eng.
President and CEO
Veridian Connections Inc.
Veridian Corporation

Copy: Peter Spratt
Adrienne Windsor
Tanya Laschuk
Rob Scarffe
Heather Boissain

TOWN OF AJAX REPORT



REPORT TO: Council

SUBMITTED BY: Paul Allore
Director of Planning and Development Services

PREPARED BY: Stephen Ruddy
Site Plan Coordinator

SUBJECT: Contract Award – Construction of Ajax Lake Driveway Rain Gardens

WARD(S): 3

DATE OF MEETING: September 8, 2014

REFERENCE: RFT No. T14036
Capital Account No. 958911 – Stormwater Rain Garden - 2014

RECOMMENDATION:

That the report on the contract award to Hawkins Contracting Services Ltd., in the amount of \$273,813.24 (inclusive of all taxes) for Construction of Lake Driveway Rain Gardens, be received for information.

BACKGROUND:

Construction of multiple roadside rain gardens on Lake Driveway from Harwood Ave. to Finley Ave. (construction, geotechnical evaluation and monitoring) to improve the quality of the storm water being discharged to Lake Ontario.

This project will implement recommendations of the Stormwater Quality Retrofit Study Environmental Assessment and the Shoreline Improvement Strategy. The aim of the project is to reduce storm water runoff and improve water quality through filtration/infiltration systems. Rain gardens have been designed to intercept, filter/infiltrate and transpire storm water runoff. The rain gardens will provide passive public education through signage and streetscape enhancements that will optimize plant growth through the use of soil enhancements, heat and salt tolerant plants. This project is a step toward creating a signature “Green Street” that will complement the waterfront park.

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:

The Town undertook a Request for Pre-Qualification [RPQ] for General Contractors for Construction of Ajax Lake Driveway Rain Gardens in April 2014 to cover the construction of the rain gardens on Lake Driveway. This RPQ resulted in the appointment of two pre-qualified Bidders.

Request for Tender (RFT) documents were issued to two pre-qualified bidders with bids being received back from one of these, prior to the closing on July 29, 2014. Listed below is a summary of the bid received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Hawkins Contracting Services Ltd.	\$ 273,813.24

Contract commencement is September 2, 2014 and completion is expected by October 31, 2014.

FINANCIAL IMPLICATIONS:

Capital Account No. 958911 – Stormwater Rain Garden - 2014

Approved Capital Budget		\$375,000.00
Previous Awards/Expenditures		
Consulting Fees (net of HST rebate)	\$56,891.52	<u>\$56,891.52</u>
Available Budget		\$318,108.48
Current Award		
Contract (net of HST rebate)	\$246,577.30	
Contingency (20%)	49,315.46	<u>\$295,892.76</u>
Available Budget		<u><u>\$22,215.72</u></u>

A 20% contingency has been identified to ensure sufficient funding is available to address site specific issues that can be encountered during construction. This is the first project of this type proposed by the Town and it is prudent to provide extra contingency to account for unforeseen risks. Risk factors for this project may include site conditions different than those anticipated and poor weather conditions, which can cause delays. There are also unique materials and placement of these materials proposed as part of the construction of the rain gardens.

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%.

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

A Public Information Center was held on March 25, 2014.

Information regarding this project will be posted on the Town's website. The construction commenced on September 2, 2014 and is scheduled to be completed by October 31, 2014.

The contractor will be required to maintain a minimum of one lane of traffic with flagging and a minimum of two lanes when not on the site. No closures of Lake Driveway West are anticipated.

CONCLUSION:

Staff awarded the Contract for the Construction of Lake Driveway Rain Gardens – 2014 to Hawkins Contracting Services Ltd., during Council's recess period, all in accordance with the Town's Purchasing By-Law.

ATTACHMENTS:

ATT-1: 2014 Capital Budget Detail Sheet Project No. 958911

Stephen Ruddy, P. Eng.
Site Plan Coordinator

Kevin Tryon, C.E.T.
Manager of Engineering, Development Services

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

Rob Ford
Director of Finance/Treasurer

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

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

Department	Planning & Development Services
Section	Engineering Services
Project Name	Stormwater Rain Garden - 2014
Submitted By	Kevin Tryon, Manager of Engineering
Start Year	2014
Project Number	0958911

PROJECT DESCRIPTION / JUSTIFICATION

Scope: Construction of multiple roadside rain gardens on Lake Driveway from Harwood Ave. to Finley Ave. (construction, geotechnical evaluation and monitoring) to improve the quality of the stormwater being discharged to Lake Ontario.

Rationale: This project will implement recommendations of the Stormwater Quality Retrofit Study Environmental Assessment and the Shoreline Improvement Strategy. The aim of the project is to reduce stormwater runoff and improve water quality through filtration/infiltration systems. Rain gardens will be designed and constructed to intercept, filter/infiltrate and transpire stormwater runoff. The rain gardens will provide passive public education through signage and streetscape enhancements that will optimize plant growth through the use of soil enhancements, heat and salt tolerant plant life with resistance to invasive species. This project is a step toward creating a signature "Green Street" that will complement the waterfront park.

Reference: *Town of Ajax Community Action Plan 2011 to 2014* - Strategic Objective: Leader in Environmental Sustainability, Item 3: Develop actions to improve water quality along the Ajax shoreline of Lake Ontario and the Duffins and Carruthers watershed; *Town of Ajax Official Plan*; *Stormwater Quality Retrofit Study 2011*; and *Shoreline Improvement Strategy 2011*.

Schedule: Construction: 2014.

EXPENDITURES / FUNDING

	2014	2015	2016	2017	2018	Total
Total Expenditures	375,000					375,000
Federal Gas Tax Reserve Fund	375,000					375,000
Total Funding	375,000					375,000
Annual Operating Costs	1,000	2,000	2,000	2,000	2,000	

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

Stormwater Rain Garden - 2014



THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 64-2014

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:

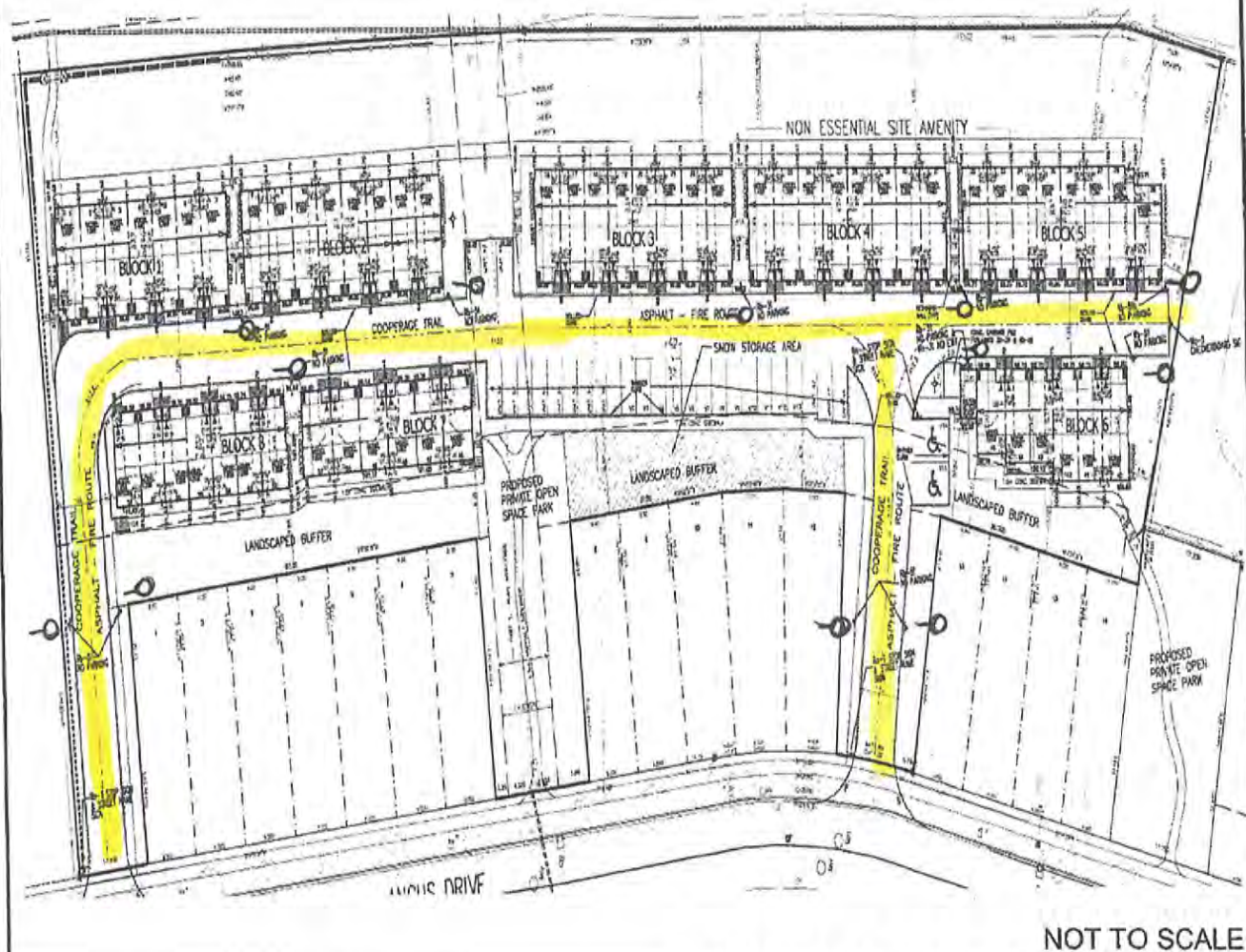
<u>Municipal Address</u>	<u>Name of Property</u>	<u>Approval Date</u>
Looperage Lane	Sierra Homes Ajax (Inc.)	2014 09 08

READ a first and second time this Eighth day of September, 2014.

READ a third time and passed this Eighth day of September, 2014.

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

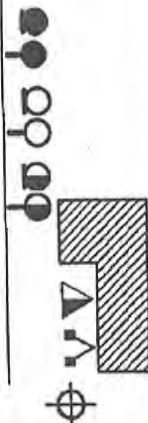
FIRE ROUTE SIGN ON
BUILDING OR STRUCTURE

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

**DESIGNATED
FIRE ROUTE**



TYPE

QTY.

DATE:

SCHEDULE
NUMBER

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 65-2014

A By-law to amend By-law 05-2004, 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 Municipal Act, 2001, S.O. 2001 and the Highway Traffic Act, R.S.O. 1990 and amendments thereto:

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

1. That By-law Number 05-2004, as amended, be further amended as follows:

SCHEDULE II

NO PARKING

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
<u>HIGHWAY</u>	<u>SIDE</u>	<u>LIMITS</u>	<u>PROHIBITED TIMES OR DAYS</u>
Cornwall Dr	East and South	85 m north of Chapman Dr to 20 m north thereof	Anytime
Cornwall Dr	West and North	260 m west of Coles Avenue to 25 m west thereof	Anytime
Cornwall Dr	East and South	65 m west of Coles Avenue to 23 m west thereof	Anytime

READ a first and second time this
Eighth day of September, 2014

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 66-2014

A By-law to amend By-law 05-2004, 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 Municipal Act, 2001, S.O. 2001 and the Highway Traffic Act, R.S.O. 1990 and amendments thereto:

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

1. That By-law Number 05-2004, as amended, be further amended as follows:

SCHEDULE XVIII
SPEED LIMITS (40 KM/HR)

COLUMN 1	COLUMN 2
<u>HIGHWAY</u>	<u>LIMITS</u>
Griffiths Drive	From Meekings Drive to Delaney Drive

READ a first and second time this
Eighth day of September, 2014

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 67-2014

A By-law to amend By-law 05-2004, 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 Municipal Act, 2001, S.O. 2001 and the Highway Traffic Act, R.S.O. 1990 and amendments thereto:

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

- 1. That By-law Number 05-2004, as amended, be further amended as follows:

SCHEDULE II

NO PARKING

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
<u>HIGHWAY</u>	<u>SIDE</u>	<u>LIMITS</u>	<u>PROHIBITED TIMES OR DAYS</u>
Tams Dr	South and East	70 m west of Allard Avenue (north leg) and 25 m west thereof	Anytime
Tams Dr	North and East	70 m west of Allard Avenue (south leg) and 25 m west thereof	Anytime

READ a first and second time this Eighth day of September, 2014

READ a third time and passed this Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 68-2014

A By-law to amend By-law 05-2004, 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 Municipal Act, 2001, S.O. 2001 and the Highway Traffic Act, R.S.O. 1990 and amendments thereto:

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

- 1. That By-law Number 05-2004, as amended, be further amended as follows:

New clauses are hereby added as follows:

- 2.38 “Official” means:
 - (a) sanctioned by, recognized by, or derived from the Authority having jurisdiction; and,
 - (b) a person appointed by the Authority having jurisdiction.
- 10.2 Pursuant to Section 3.5, where Official or Authorized Signs to that effect are displayed, no Person shall Stop a Vehicle on any Highway at the side and between the limits defined by such signs.
- 11.3 Pursuant to Section 3.5, where Official or Authorized Signs to that effect are displayed, no Person shall Park a Vehicle on any Highway at the side and between the limits defined by such signs.

READ a first and second time this
Eighth day of September, 2014

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 69-2014

A By-law to designate certain lands as not being subject to Part Lot Control.
[PLC3/14: Ajax Audley Developments; Blocks 135, 142 and Lots 127 to 132 Inclusive
on Registered Plan 40M-2504].

WHEREAS, AJAX AUDLEY DEVELOPMENTS, has requested relief from the provisions
of Section 50 (5) of the Planning Act, R.S.O. 1990, as amended, with respect to Part Lot Control
for certain lands.

AND WHEREAS Council is authorized to pass this By-law under Section 50 (7) of the
Planning Act, R.S.O. 1990, as amended;

AND WHEREAS Council deems it expedient to pass this By-law granting relief from Part
Lot Control with reference to the subject lands;

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

1. That Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990 shall be deemed not
to apply to the following lands within a Registered Plan of subdivision registered in the
office of Land Titles at Whitby in the Region of Durham:
 - Blocks 135, 142, and Lots 127 to 132 Inclusive on Registered Plan 40M-2504.
2. This by-law shall be in force and effect for a period of two (2) years, ending September
8, 2016.

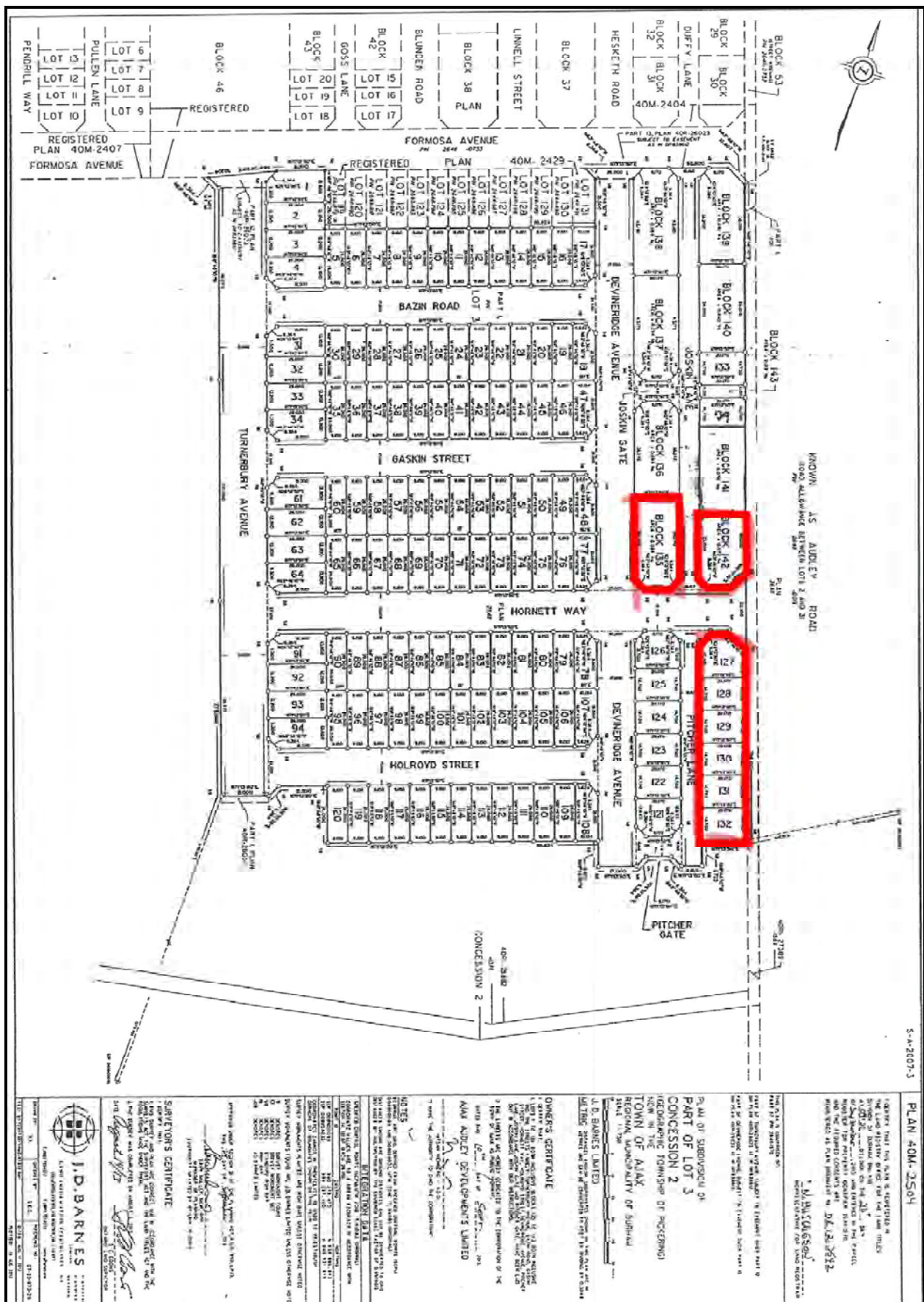
READ a first time and second time this
Eight day of September, 2014.

READ a third time and passed this
Eight day of September, 2014.

Mayor

D-Clerk

Blocks 135, 142 and Lots 127 to 132 Inclusive on Registered Plan 40M-2504



THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 70-2014

A By-law to designate certain lands as not being subject to Part Lot Control.
[PLC5/14: 2330157 ONTARIO LIMITED; Block 1 on Registered Plan 40M-2522].

WHEREAS, 2330157 ONTARIO LIMITED, has requested relief from the provisions of Section 50 (5) of the Planning Act, R.S.O. 1990, as amended, with respect to Part Lot Control for certain lands.

AND WHEREAS Council is authorized to pass this By-law under Section 50 (7) of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS Council deems it expedient to pass this By-law granting relief from Part Lot Control with reference to the subject lands;

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

1. That Subsection 5 of Section 50 of the Planning Act, R.S.O. 1990 shall be deemed not to apply to the following lands within a Registered Plan of subdivision registered in the office of Land Titles at Whitby in the Region of Durham:
 - Block 1 on Registered Plan 40M-2522
2. This by-law shall be in force and effect for a period of two (2) years, ending September 8, 2016.

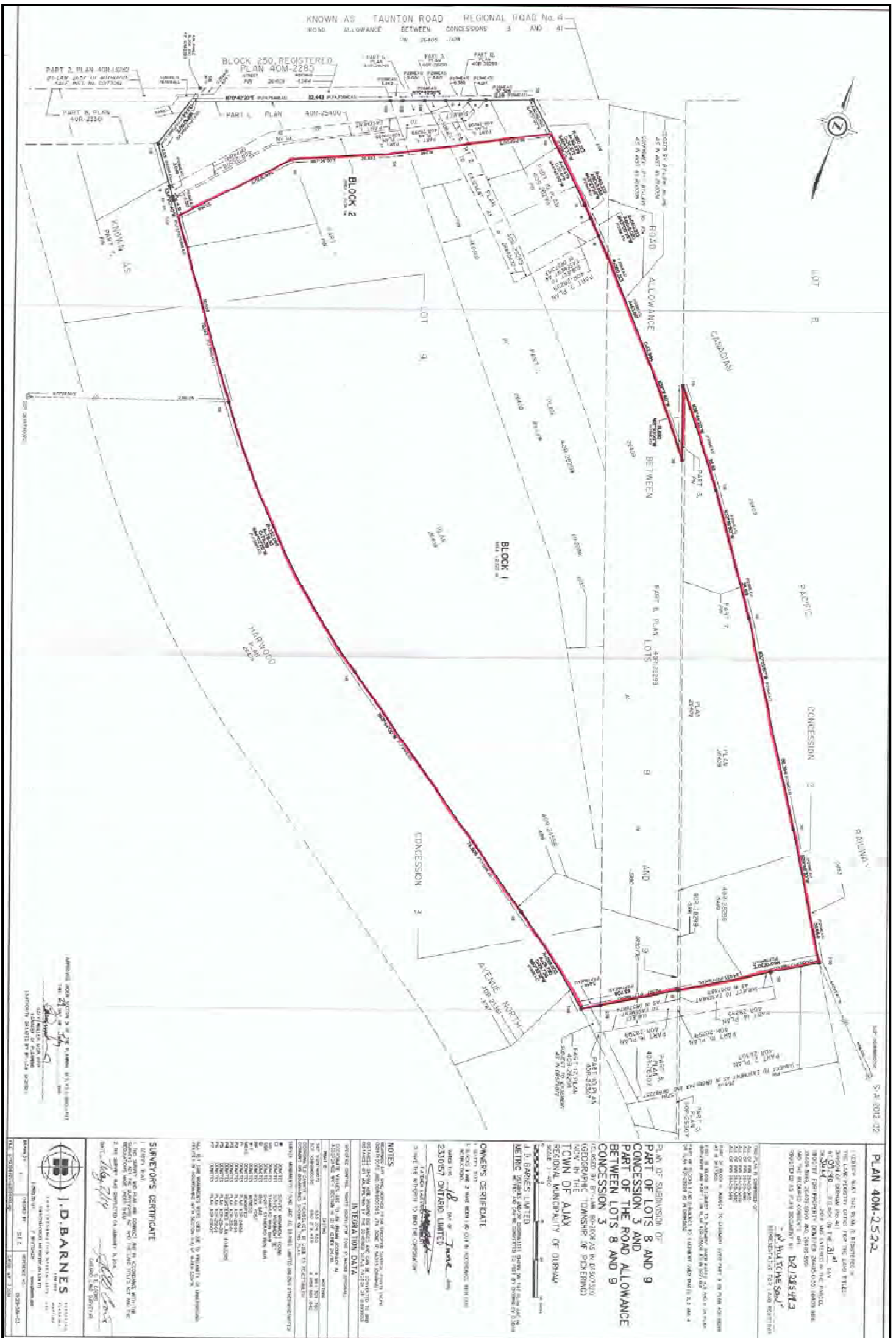
READ a first time and second time this
Eight day of September, 2014.

READ a third time and passed this
Eight day of September, 2014.

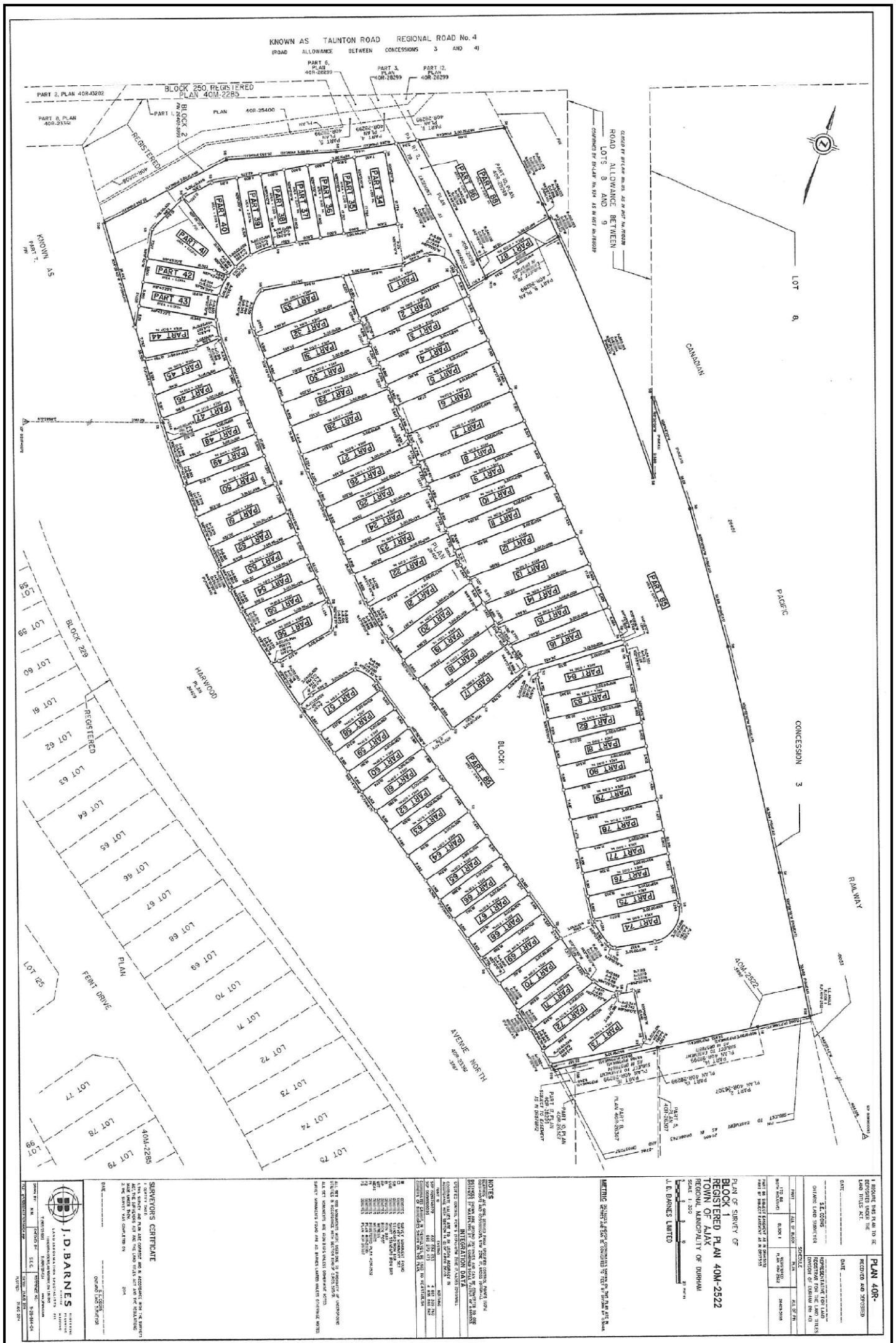
Mayor

D-Clerk

Block 1 on Registered Plan 40M-2522



Proposed Lot Pattern



THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 71-2014

Being a By-Law to authorize the execution of an agreement with Her Majesty the Queen in the Right of Canada, as represented by the Minister of Transport (“Canada”) to provide funding to the Corporation of the Town of Ajax for Grade Crossing Improvements on Audley Road under the Grade Crossing Improvement Program.

WHEREAS the Corporation of the Town of Ajax submitted a proposal to Canada for funding for Grade Crossing Improvements on Audley Road;

WHEREAS Canada has approved financial support for 50% of the cost of the Grade Crossing Improvements on Audley Road to a maximum contribution by Canada of \$108,662.50;

WHEREAS a condition of the provision of funding by Canada requires that the Corporation of the Town of Ajax enters into an agreement with Canada to confirm the terms and conditions of a contribution from the Grade Crossing Improvement Program;

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

1. That the Town of Ajax does enter into an agreement with Canada for the provision funding contributions from the Grade Crossing Improvement.
2. That the Mayor and Clerk are hereby authorized to execute all required documents to give effect to the said agreement on behalf of the Corporation and to affix the Corporate seal.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

CANADA – CORPORATION OF THE TOWN OF AJAX
GRADE CROSSING IMPROVEMENT PROGRAM
AGREEMENT FOR GRADE CROSSING IMPROVEMENTS
2014-2015

This Agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Transport (“Canada”)

AND **THE CORPORATION OF THE TOWN OF AJAX**, incorporated pursuant to the *Municipal Act* in the Province of Ontario, as represented by the Mayor (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS the Minister of Transport is responsible for the Program entitled the Grade Crossing Improvement Program (hereinafter “GCIP” or “Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project, which qualifies for support under Section 12 of the *Railway Safety Act* and the GCIP;

WHEREAS the Recipient is responsible to carry out the Project and Canada wishes to provide financial support for the Project and its objectives;

AND WHEREAS the Recipient is duly authorized to execute this Agreement by _____, dated _____;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all schedules, as may be amended from time to time.

“**Agreement End Date**” means September 30, 2015.

“**Asset**” means any real or personal property or immovable or movable asset, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending on the Agreement End Date.

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

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs directly related to the Project which are considered eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Final Claim Date**” means March 31, 2015.

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Guide**” means the *Guide to Railway Charges for Crossing Maintenance and Construction* prepared by the Canadian Transportation Agency, applicable to the year that the work was completed.

“**Project**” means the project as described in Schedule B (The Project).

“**Project Completion Date**” means March 31, 2015.

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

“**Total Financial Assistance**” means funding from all sources towards Eligible Expenditures of the Project, including funding from federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Certificate of Compliance

Schedule C.1 – Final Claim

Schedule D – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than fifty percent (50%) of the total Eligible Expenditures of the Project but only up to a maximum of one hundred and eight thousand six hundred sixty-two dollars and fifty cents (\$108,662.50).
- b) Contributions by Canada will be payable in accordance with the terms and conditions of this Agreement and the amount set out in Schedule B (The Project).
- c) If the federal Crown's total contribution towards the Project exceeds fifty percent (50%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project expenditures exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will be responsible for the complete, diligent and timely implementation of the Project, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement. The Recipient will be responsible for all costs of the Project including cost overruns, if any. Canada

acknowledges that the Recipient may enter into agreements with Third Parties to meet this responsibility.

- b) The Recipient will promptly inform Canada of the Total Financial Assistance received for the Project, as set out in Schedule B (The Project).
- c) The Recipient will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 20.6 (Set-off by Canada).
- e) The Recipient will notify Canada if the Project will not or will likely not be completed by the Project Completion Date at least thirty (30) days before the Project Completion Date.
- f) The Recipient will notify Canada of any change to the Project described in Schedule B (The Project) within thirty (30) days of its decision to make that change.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the Program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in Contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B (The Project).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B (The Project), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments and/or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES IN PROJECT COSTS AND FUNDING

If, at any time during the term of this Agreement, one or all of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligations. The Recipient will, within thirty (30) days of a request from Canada, provide a summary of the measures that it proposes to remedy the shortfall. If Canada is not satisfied that the measures proposed will be adequate to remedy the shortfall, then Canada may exercise one of the remedies listed at Section 15.3 (Remedies on Default).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into this Agreement and to carry out the Project;
- b) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- c) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment. The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project;
- d) any person or legal entity that the Recipient has hired, for payment, to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*, and that the Recipient has not and will not make a payment or other compensation to any person or legal entity that is contingent upon or is calculated upon the contribution hereunder or negotiating the whole or any part of the terms and conditions of this Agreement;
- e) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- f) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. [INTENTIONALLY OMITTED]

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that all Contracts are awarded and managed in accordance with its policies and procedures. Notwithstanding the foregoing, the Recipient will ensure that Contracts will be awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Agreement on Internal Trade and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation is respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. [INTENTIONALLY OMITTED]

8. ABORIGINAL CONSULTATION

The Parties agree that the legal duty to consult does not arise for the Project.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 8 (Aboriginal Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

9.2 FINAL CLAIM AND FINAL ADJUSTMENTS

The Recipient will submit one (1) final claim to Canada for the Project no later than the Final Claim Date covering the Recipient's Eligible Expenditures incurred and in a form acceptable to Canada. The final claim must include the following:

- a) certification as to the accuracy of the information submitted in support of the claim, in the form set out in Schedule C.1 (Final Claim) and signed by the senior official designated in writing by the Recipient;
- b) breakdown of Eligible Expenditures claimed for the Project, which must include the following:
 - i. hours of labour and base hourly rates with overheads shown separately;
 - ii. design hourly rates with overheads;
 - iii. list of materials, unit cost and surcharges, and related overheads;
 - iv. detailed list of the equipment rented pursuant to the Guide; and
 - v. subject to Schedule A (Eligible and Ineligible Expenditures), a detailed list of the GST and HST that will not be refunded or credited to the Recipient.
- c) confirmation of the Total Financial Assistance in accordance with Section 3.2 (b) (Commitments by the Recipient);
- d) a declaration that the Project has been completed as it was described in this Agreement, in the form set out in Schedule D (Declaration of Completion);
- e) upon request by Canada, any of the documents referenced in Schedule D (Declaration of Completion) and any Third Party invoices or receipts of expenditures claimed.

9.3 [INTENTIONALLY OMITTED]

10. [INTENTIONALLY OMITTED]

11. AUDIT AND EVALUATION

11.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit during the term of this Agreement and up to two years after the Agreement End Date, in accordance with Section 20.3 (Accounting Principles) and the Canadian Auditing Standards. Any costs associated with the conduct of such audits will be the responsibility of Canada.

11.2 [INTENTIONALLY OMITTED]

11.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project or Program during or after the term of this Agreement. Any costs associated with the conduct of such evaluations will be the responsibility of Canada.

11.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

11.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

12. COMMUNICATIONS

12.1 PUBLIC COMMUNICATIONS

- a) Any press release, public announcement or official ceremony regarding the Project, when planned by the Recipient, will be arranged in agreement with Canada.
- b) Canada reserves the right to publish and translate in both official languages any public communications produced by the Recipient and related to this Agreement.

12.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada.

12.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report, and other reviews related to this Agreement.

12.4 [INTENTIONALLY OMITTED]

13. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any matter that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this Section will affect, alter, or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

Any of the following constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has not complied with, if applicable, Section 8 (Aboriginal Consultation);
- e) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

15.2 DEFAULT

Canada will not declare that a default has occurred unless Canada has given notice to the Recipient of the event which in Canada's opinion constitutes an Event of Default and the Recipient has failed, within thirty (30) days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default, and has notified Canada of the rectification.

15.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient.

16. LIMITATION OF LIABILITY

Subject to the federal *Crown Liability and Proceedings Act*, Canada, its officers, servants, employees or agents will not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or any obligation of the Recipient or anyone else, incurred or suffered by the Recipient, its officers, servants, employees, or agents arising directly or indirectly from one or more of the following:

- a) the Project;
- b) the performance of this Agreement or the breach of any of the terms and conditions of this Agreement by the Recipient or Third Party and their respective officers, servants, employees, sub-contractors, or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Project;
- d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- e) the entering into by the Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents, of a loan, capital lease or other long term obligation in relation to the Project;
- f) any decision of a court that prevents Canada from performing any obligation under this Agreement.

17. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, whether in contract, tort, or otherwise,

claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with, or arising directly or indirectly from one or more of the following:

- a) the Project;
- b) the performance of this Agreement or the breach of any of the terms and conditions of this Agreement by the Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- c) the design, construction, operation, maintenance, and repair of any part of the Project;
- d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents;
- e) the entering into by the Recipient or Third Party and their respective officers, servants, employees, sub-contractors or agents, of a loan, capital lease or other long term obligation in relation to the Project;
- f) any decision of a court that prevents Canada from performing any obligation under this Agreement;

except to the extent to which such actions, claims, demands, losses, costs, damages, suits, or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee, or agent of Canada in the performance of his or her duties.

18. ASSETS

18.1 DISPOSAL OF ASSETS

- a) Assets acquired through the course of the Project will be the responsibility and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of the Project, and will not dispose of any Asset during the Asset Disposal Period, unless Canada consents to their disposition or unless the replacement of worn or outdated Assets is necessary.

19. [INTENTIONALLY OMITTED]

20. GENERAL

20.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

20.2 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

20.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Canadian Institute of Chartered Accountants (CICA) Handbook - Accounting or, where applicable, the Public Sector Accounting Handbook.

20.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse Canada forthwith on demand.

20.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

20.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

20.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

20.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

20.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

20.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for, or to incur any obligation on behalf of Canada or to act as agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

20.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

20.12 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

20.13 SEVERABILITY

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

20.14 AMENDMENTS

This Agreement can only be amended in writing by the Parties.

20.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

20.16 NOTICE

- a) Any notice provided for under this Agreement may be delivered in person, sent by mail, or sent by facsimile addressed to:

Canada:

Director, Transit Projects
Transportation Infrastructure Programs
Transport Canada
330 Sparks Street
Place de Ville, Tower C
Ottawa, Ontario
K1A 0A5

Facsimile: (613) 990-9639

or to such other address or facsimile number or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

the Recipient:

Manager of Engineering, Capital Projects
Town of Ajax
65 Harwood Avenue South
Ajax, Ontario
L1S 2H9

Facsimile: (905) 686-0360

or such other address or facsimile number or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail, when receipt is acknowledged by the other Party; and
 - iii. by facsimile, when transmitted and receipt is confirmed.

20.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of all regulatory bodies having jurisdiction over the subject matter of the Project.

20.18 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of Ontario.

20.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

21. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Ajax by the Mayor.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

CORPORATION OF THE TOWN OF
AJAX

Per: Martin McKay
A/Director, Transit and Ontario Projects

Per: Steve Parish
Mayor

Date

Date

Martin de Rond
Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

In order to be considered an Eligible Expenditure under this Agreement, the expenditure must be directly related to a Project set out in Schedule B (The Project), and must not exceed the rates described in the *Guide to Railway Charges for Crossing Maintenance and Construction* (the “Guide”).

For the purposes of determining Eligible Expenditures, and notwithstanding the material overhead rates set out in Schedule C to the Guide, the overhead rate applicable to pre-wired packages will be the allowance for contract overheads set out in Schedule D of the Guide.

For the Project, expenditures are considered eligible between the date Canada received the Recipient's application for GCIP funding and the Final Claim Date.

Eligible Expenditures will consist of the following categories of expenditures:

- Labour (hours of labour, base hourly rates [as identified in collective agreements or documentation provided by Recipient], and overheads)
- Design (hourly rates and overhead)
- Cost to develop estimates (if a Contract is used)
- Materials (unit costs, surcharges and overhead)
- Delivery and transportation of materials
- Meals and lodging in accordance with the Guide
- Equipment/vehicles used, both company-owned and rented
- Personal mileage for weekend travel (job site to home) in accordance with the rates set out in the Guide
- Goods and services tax (GST) and Harmonized Sales Tax (HST) paid by the Recipient for goods and services that are Eligible Expenditures when such GST or HST will not be refunded or credited to the Recipient. In the event that the Recipient is only entitled to a refund or credit of a portion of the said GST or HST, the portion of the GST or the HST not refunded or credited will be considered an Eligible Expenditure.
- Other outsourced services required to complete the improvements (e.g., power supply companies, civil work contractors, engineering consulting fees etc.)
- Other Eligible Expenditures directly related to a Project that Canada determines are reasonable and required to achieve the objectives and results of the Project.

Ineligible Expenditures:

The following expenditures shall be considered ineligible for reimbursement:

- Ineligible materials (materials not used for the Project or, when applicable, materials claimed that do not have a Third Party invoice to support the expenditure)
- GST (goods and services tax) and HST (harmonized sales tax) paid by the Recipient for goods and services that are Eligible Expenditures.
- Any expenditure for which Canada determines that there was a lack of justification for the rate/quantity used or charge incurred
- Amounts in excess of Canada's Contribution, as set out in Schedule B (The Project), unless approved by Canada
- Personal mileage to Recipient's employees' homes (daily)
- Land acquisition costs

SCHEDULE B – THE PROJECT

Prov.	Project Description	Road	Community	RSD #	Mileage	Subdivision	Total Project Cost	Contribution by Canada for 2014–15	Date Canada received Recipient's GCIP funding application
ON	Addition of gate barrier with flashing lights and bells	Audley Rd.	Ajax	2661	181.98	Belleville	\$217,325.00	\$108,662.50	2011-02-23

SCHEDULE C – CERTIFICATE OF COMPLIANCE

SCHEDULE C.1: FINAL CLAIM

In the matter of the Agreement for Grade Crossing Improvements 2014–2015 under the Grade Crossing Improvement Program entered into between Her Majesty the Queen in right of Canada as represented by the Minister of Transport, and the Corporation of the Town of Ajax (the “Recipient”), represented by the Mayor, concerning the Project located at Mile 181.98 of the Belleville Subdivision, in the Province of Ontario, TC RSD No. 2661 (the “Project”).

I, Martin deRond, of the Town of Ajax, Province of Ontario, declare as follows:

- 1. That I hold the position of Clerk with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
- 2. I am duly authorized by the Recipient to give this Certificate under By-Law No. 71-2014 dated September 8, 2014.
- 3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
- 4. The expenditures outlined in the final claim are eligible in accordance with the Agreement.
- 5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
- 6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
- 7. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
- 8. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this 9th day of September 2014

(Signature)

SCHEDULE D – DECLARATION OF COMPLETION

In the matter of the Agreement for Grade Crossing Improvements 2014-2015 under the Grade Crossing Improvement Program entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of the Town of Ajax (the “Recipient”), represented by the Mayor, concerning the Project located at Mile 181.98 of the Belleville Subdivision, in the Province of Ontario, TC RSD No. 2661 (the “Project”)

I, Carol Coleman, of the Town of Ajax, Province of Ontario, declare as follows:

1. That I hold the position of Manager of Engineering, Capital Projects with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. a) That I have received the following documents for the Project:
 - i) Invoice issued by Canadian Pacific Railway confirming the start date for the Project.
 - b) That based on the above documents and the representations made to me by the qualified person(s) identified in section 2(a), I declare to the best of my knowledge and belief that the Project:
 - i) has been completed, as described in Schedule B (The Project) of the Agreement;
3. That all terms and conditions of the Agreement that are required to be met as of the date of this declaration have, to the best of my knowledge and belief, been met.

Declared at Ajax, in Ontario, this 9th day of September, 2014.

(Signature)

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 72-2014

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations for Paragon Security)

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], DSCC#243 [Martinworth Lane], Westney Heights Plaza [15 Westney Road North & 260 Kingston Road West], Harwood Plaza [280 – 350 Harwood Avenue South], DSCC#251 [Lovegrove Lane & Lusty Lane], DSCC#175 [McGonigal Lane & Pennefather Lane], DCC#39 [Macey Court, Randall Drive, Raven Lane & Willows Lane] and DCC#120 [189, 191, 193 and 195 Lake Driveway West] 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	Danny King
Nick Koitsopoulos	Paul Long
Sandra Hunt-Mimra	Brett MacNeil
Jeremy Andrews	Connor Cosgrove
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], DSCC#243 [Martinworth Lane], Westney Heights Plaza [15 Westney Road North & 260 Kingston Road West], Harwood Plaza [280 – 350 Harwood Avenue South], DSCC#251 [Lovegrove Lane & Lusty Lane], DSCC#175 [McGonigal Lane & Pennefather Lane], DCC#39 [Macey Court, Randall Drive, Raven Lane & Willows Lane] or DCC#120 [189, 191, 193 and 195 Lake Driveway West].
4. By-law Number 30-2014 is hereby repealed.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 73-2014

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

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

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

1. The persons listed in Schedule “A” to this By-law are hereby appointed as Municipal Law Enforcement Officers in and for the Town of Ajax and are hereby authorized to enter at all reasonable times upon the lands known as D.C.C. #38, D.C.C. #39 (Raven Lane, Willows Lane, Macey Court), O.C.C. #3 (Deacon Court and Newing Court), D.C.C. #120 (189, 191, 193 and 195 Lake Driveway West), D.C.C. #26 (Jacques Lane, Tompkins Lane and Deeprise Lane), D.C.C. #141 (Murphy Lane), D.C.C. #144 (MacIntyre Lane), O.C.C. #4 (Patience Lane, Harridine Lane and Groves Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C.#172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), D.C.C. #102 (2 Westney Road North) and D.C.E.C.C.#197 (Ventura Lane and Baggott Lane) in the Town of Ajax, in the Regional Municipality of Durham, in order to ascertain whether the provisions of the current Town of Ajax Traffic By-law, as amended, are obeyed and to enforce or carry into effect the said By-law.
2. 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 G4S Secure Solutions (Canada Ltd.) or upon G4S Secure Solutions (Canada Ltd.) ceasing to be an authorized agent of D.C.C. #38, D.C.C. #39 (Raven Lane, Willows Lane, Macey Court), O.C.C. #3 (Deacon Court and Newing Court), D.C.C. #120 (189, 191, 193 and 195 Lake Driveway West), D.C.C. #26 (Jacques Lane, Tompkins Lane and Deeprise Lane), D.C.C. #141 (Murphy Lane), D.C.C. #144 (MacIntyre Lane), O.C.C. #4 (Patience Lane, Harridine Lane and Groves Lane), D.C.C. #137 (Arnold Estate Lane), D.C.C. #172 (Torr Lane, Trott Lane, Twilley Lane), D.C.C. #33 (66 Falby Court), D.C.C. #82 (109 Old Kingston Road), D.C.C. #102 (2 Westney Road North) or D.C.E.C.C.#197 (Ventura Lane and Baggott Lane) Ajax, Ontario.
4. By-law Number 35-2014 is hereby repealed.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

SCHEDULE "A" OF BY-LAW NUMBER 73-2014

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

Keith Pearson

Rajumar Thirunathan

Denise Franklin

Bernard Rooney

Kris Evans

Larry Cassel

Franklin Barrett

Justin Sadiwnyk

Daniel Colpitts

Barrie Seary

Olajide Taiwo

Richard Morrison

Travis Slobodian

Mark Allen

Amanda Jackson

Brett Devries

Michael Van Hemmen

Jason Campos

Patricia Butterfield

Sean Glover

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 74-2014

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations - 270 Kingston Road East)

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 270 Kingston Road East, 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;

Fahad Fayyaz
Tom Huang
Gretta Misquith
Peter Nguyen
Adeela Ghory
Logan Liu Yuan
Kerry Labbe

- 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 Wincon Security, or upon Wincon Security ceasing to be an authorized agent of 270 Kingston Road East.
- 4. By-law Number 56-2014 is hereby repealed.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 75-2014

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 601, 603, 605 Church Street North)

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 601, 603, 605 Church Street North, 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;

Terry Hickey
Oscar Gutt

- 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 or authorized agent of 601, 603, 605 Church Street North.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 76-2014

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – 100 Westney Road South)

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 100 Westney Road South, 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;

Mark Williams
Gary Fogel
Brian Hoppie
Derek Whitmee
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 SP Plus Security or upon SP Plus Security ceasing to be an authorized agent of 100 Westney Road South.
4. By-law Number 63-2011 is hereby repealed.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk

THE CORPORATION OF THE TOWN OF AJAX

BY-LAW NUMBER 77-2014

Being a By-Law to appoint By-law Enforcement Officers for certain purposes
(Parking Regulations – Ajax Municipal Housing Corporation)

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 132 Kingston Road West (Post Hill), 960 Westney Road South (Westwood Manor), Monarch Mews (Lankester Lane, Tragunna Lane, etc.), 50 Station Street (Hubbard Station), River Breeze (Richards Lane, Abbs Court, Ivers Court, etc) and 40 Kitney Drive (Ashley Manor), 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;

Doug Blundell	Nick Van Neste	Gerald Johnson
Roddy Featherstone	Braidy Meredith	Spencer Allen
Cristy Coroa	Kevin Bradley	Scott Barrett
Asokan Nadarajah	Michael Snelgrove	John Pegg

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 Executive Protection Services Group Inc. or of the Ajax Municipal Housing Corporation, or upon Executive Protection Services Group Inc. ceasing to be an authorized agent of the Ajax Municipal Housing Corporation.
4. By-law Number 59-2014 is hereby repealed.

READ a first and second time this
Eighth day of September, 2014.

READ a third time and passed this
Eighth day of September, 2014.

Mayor

D-Clerk



TOWN OF AJAX REPORT OF THE GENERAL GOVERNMENT COMMITTEE

Alternative formats available upon request by contacting:
sarah.moore@ajax.ca or 905-619-2529 ext. 3347

For consideration by the Council of the Town of Ajax on September 8, 2014

The General Government Committee met at 1:30 p.m. on September 4, 2014

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

1. Call to Order (1:30 p.m.)

Chair Ashby called the meeting to order.

2. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interests.

Item to be Added to the In-Camera Agenda

Staff requested that an item be added to the In-Camera agenda.

Moved by: P. Brown

That the staff report "C.U.P.E. Contract Negotiations" be added to the In-Camera agenda and addressed upon completion of the open meeting agenda.

CARRIED

The General Government Committee recommends as follows:

In-Camera

3. Authority to hold a Close Meeting and Related In-Camera Session

Moved by S. Collier

That the Committee convene In-Camera pursuant to Section 239 (2) (b, e) of the *Municipal Act, 2001*, as amended, to discuss matters pertaining to an identifiable individual, including municipal or local board employees and a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board

CARRIED

3.1 Confidential Matter Re: Termination of Lease Agreement

Open Meeting (2:25 p.m.)

Ratify Actions Taken In-Camera

Moved by: M. Crawford

That all actions approved in the In-Camera Session be ratified

CARRIED

4. Consent Agenda

4.1 Contract Award – SCBA AIR-PAK REPLACEMENT

Moved by: S. Parish

That Council award the contract for SCBA AIR-PAK Replacement to Acklands Grainger Inc. in the amount of \$780,831.72 (inclusive of all taxes).

CARRIED

5. Presentations/Discussion

5.1 Toronto 2015 Pan/Parapan American Games – Torch Relay

Moved by: P. Brown

That Council authorize the Mayor and Clerk to execute a Memorandum of Understanding that supports the Town of Ajax participating in the 2015 Pan American Torch Relay including hosting Community Celebrations as part of the overall event.

CARRIED

6. Departmental Updates

P. Allore, Director of Planning and Development Services, provided verbal updates on the following: Vision at Pat Bayly Square, Ajax Steam Plant, Grand Harwood, Lifetime

Fitness, scheduling of various groundbreaking ceremonies, Duffins Creek WPCP/Ajax Waterfront water quality issues and various road construction projects.

In-Camera (2:50 p.m. Item added to the agenda at the meeting)

7. Authority to hold a Close Meeting and Related In-Camera Session

Moved by C. Jordan

That the Committee convene In-Camera pursuant to Section 239 (2) (d) of the *Municipal Act, 2001*, as amended, to discuss matters pertaining to labour relations or employee negotiations.

CARRIED

7.1 Confidential Matter re: C.U.P.E. Contract Negotiations

Open Meeting (3:10 p.m.)

Ratify Actions Taken In-Camera

Moved by: S. Collier

That all actions approved in the In-Camera Session be ratified

CARRIED

8. Adjournment (3:15 p.m.)

Moved by: J. Dies

That the September 4, 2014 meeting of the General Government Committee be adjourned.

CARRIED

R. Ashby, Chair