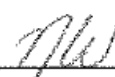


Monday December 14, 2015

**Immediately Following the GGC Capital Budget and LRCF Meeting (7:00p.m.)**

Council Chambers, Town Hall  
65 Harwood Avenue South

Confirmed by: 

## AGENDA

*Alternative formats available upon request by contacting:  
[accessibility@ajax.ca](mailto:accessibility@ajax.ca) or 905-619-2529 ext. 3347*

Anything in **blue** denotes an attachment/link. By clicking the links on the agenda page, you can jump directly to that section of the agenda. To 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**      **November 23, 2015** ..... 3
4. **Delegation and Presentations / Public Hearings**

None
5. **Correspondence** ..... 7
6. **Reports**
  - 6.1 **Community Affairs & Planning Committee Report**      **December 7, 2015** ..... 23
  - 6.2 **General Government Committee Report**      **December 10, 2015**  
(Circulated separately)  
   **December 14, 2015**  
   (ratify actions)
  - 6.3 **Summary of Advisory Committee Decisions**      **November 2015** ..... 26
  - 6.4 **Departmental Reports**      **None**

**7. Regional Councillors' Reports**

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

**8. Business Arising From Notice of Motion**

None

**9. By-Laws**

- 96-2015 Fire Route for 1 Keensford Court – Canadian Tolling Company International .... 27
- 97-2015 Assumption of Subdivision – Angus Drive Lands Sierra Homes 40M-2466..... 29
- 98-2015 Council Member Remuneration 2016 ..... 31
- 99-2015 Zoning By-law Amendment Z4/14 2399478 Ontario Inc. (Marshall Homes) ..... 34
- 100-2015 Agreement of Purchase & Sale Grandview Children's Care ..... 41
- 101-2015 Part Lot Control PLC2/15 Stafford Homes ..... 62

**10. Notice of Motion**

**11. Other Business**

**12. Question Period**

**13. New Business, Notices and Announcements**

**14. Confirming By-Law                    102-2015**

**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  
Monday, November 23, 2015 at 7:00 p.m.**

***Alternative formats available upon request by contacting:  
[accessibility@ajax.ca](mailto:accessibility@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 7:00 p.m.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interest.

**3. Adoption of Minutes**

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

That the Minutes of the regular meeting of Council held on November 9, 2015 be adopted.  
CARRIED

**4. Delegation and Petitions/Public Hearings**

**4.1 Accessibility for Ontarians with Disabilities Act 10<sup>th</sup> Anniversary Champion Award Presentation to Don Reist**

Sarah Moore, Committee Coordinator, provided a brief history of the AODA and the overall purpose and intent of the legislation. Donna Mullings and Marcia Bowen, Accessibility Advisory Committee members, spoke about Mr. Reist's numerous accomplishments and contributions toward making our community more accessible. On behalf of Council, Mayor Parish presented Mr. Reist with the Accessibility for Ontarians with Disabilities Act 10th Anniversary Champion Award.

#### 4.2 **Mental Health**

Mary June Peacock and Sabrina Pirmohamed, Public Health Nurses, presented in respect to Mental Health Promotion Across the Lifespan in Durham Region. Mental Health and Mental illness were defined, and the presenters discussed protective factors and risk factors in regard to these concepts. Key Health Department mental health programs and services were highlighted; various health department resources were referenced, and distributed to Council members. Mayor Parish thanked Ms. Peacock and Ms. Pirmohamed for their presentation.

#### 4.3 **Speeding on Ashbury Boulevard**

Val McIntyre, Ajax resident, expressed concerns in regard to frequent speeding on Ashbury Blvd. She noted that rolling stops, drag-racing, and similarly unsafe actions are common in the area. It was noted that the segment of Ashbury east of Audley has a speed limit of 50km/hr. rather than the 40km/hr. limit that exists adjacent to the park (west of Audley). She requested that Council consider lowering the speed limit on the easterly portion.

Councillor P. Brown noted that to change the speed limit would require a degree of study. Mr. Allore, Director of Planning, noted that doing so could also establish an undesirable precedent within the Town. Councillor Brown suggested that the 50km/hr. sign on the easterly portion could be removed as an interim measure.

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

That the rules of procedure be suspended to permit introduction of a motion without proper notice.

CARRIED

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

That staff be directed to remove the "50km/hr." speed limit sign on Ashbury Boulevard, in between Audley Road and Holie Drive.

CARRIED

### 5. **Correspondence**

Mayor Parish referenced a letter to Council from Ira Kagan of Kagan Shastri LLP regarding proposed by-laws 92-2015 and 93-2015. The letter was not received in time to be printed in the agenda, however it was circulated to Council members and entered into the Town's official records.

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

That the report dated November 23, 2015 containing Items of Correspondence be adopted.

CARRIED

**6. Reports**

**6.1 Community Affairs & Planning Committee Report**

Moved by: S. Collier  
Seconded by: C. Jordan

That the Community Affairs & Planning Committee Report dated November 16, 2015 be adopted.

CARRIED

**6.2 General Government Committee Report**

Mayor Parish noted that this report had been circulated separately from the agenda.

Moved by: J. Dies  
Seconded by: P. Brown

That the General Government Committee Report dated November 19, 2015, be adopted.

CARRIED

**6.3 Summary of Advisory Committee Decisions**

None

**6.4 Departmental Reports**

None

**7. Regional Councillors' Reports**

Regional Councillors Collier and Jordan updated Council on various regional matters.

Moved by: J. Dies  
Seconded by: M. Crawford

That the Regional Councillor's Reports dated November 23, 2015 be received for information.

CARRIED

**8. Business Arising from Notice of Motion**

None

**9. By-laws**

Moved by: S. Collier  
Seconded by: R. Ashby

That By-law numbers 90-2015 to 94-2015 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**

**14. Confirming By-Law**

Moved by: P. Brown  
Seconded by: J. Dies

That By-law number 95-2015 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 November 23, 2015 be read a first, second and third time and passed.

CARRIED

**15. Adjournment**

Moved by: M. Crawford  
Seconded by: C. Jordan

That the November 23, 2015 meeting of the Council of the Town of Ajax be adjourned.  
(7:45 p.m.)

CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

# TOWN OF AJAX REPORT TO COUNCIL



**TO:** Mayor and Members of Council

**FROM:** M. de Rond, Clerk

**DATE:** December 14, 2015

**SUBJECT:** Items of Correspondence

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

i)	<b>Town of Ajax:</b> Proclamations issued by the Mayor's Office .....	8
ii)	<b>Association of Municipalities (AMO):</b> Lifeline Syria Fund .....	9
iii)	<b>Ontario Ombudsman:</b> Expansion of the Ombudsman's Jurisdiction .....	10
iv)	<b>Region of Durham:</b> Social Housing .....	13
v)	<b>Region of Durham:</b> Syrian Refugee Information .....	17
vi)	<b>Ministry of Municipal Affairs and Housing:</b> Ontario Advisory Panel on Growth Plans Review .....	21

M. de Rond  
Clerk

MdR/lb



# 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:** December 14, 2015

---

The following Proclamations have been issued during the month of November 2015.

<b>Name of Person/Group(s)</b>	<b>Title of Proclamation</b>	<b>Date(s) Proclaimed</b>
Baha'i Baha'i community of Ajax	The United Nations Day for Human Rights	December 10, 2015

Linsey Joseph  
Legislative & Information Services  
/CC  
\* flag



Sent via e-mail: [Martin.deRond@ajax.ca](mailto:Martin.deRond@ajax.ca)

November 26, 2015

Martin De Rond  
Director of Legislative & Information Services/Town Clerk  
Town of Ajax  
65 Harwood Avenue South  
Ajax, Ontario L1S 2H9

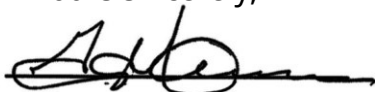
Dear Mr. De Rond:

On behalf of the Association of Municipalities of Ontario, please accept my heartfelt thanks for your municipality's donation that will help aid Syrian refugees to resettle and find safe haven in Ontario. Your generosity and those of other AMO members will make a difference in the lives of the families we will help save.

Our fundraising goal was \$40,000 to support two families to come to Ontario. I am pleased that we have surpassed our target and raised \$67,540.00 to date and donations continue to come in. All proceeds will be donated to Lifeline Syria which plans to resettle 1,000 families to Ontario.

I understand that many municipal councils across the province are mobilizing in their communities to help the refugees in a variety of ways both financially and non-financially. It is heartening to see Ontario's community laying out the welcome mat to those in need. I encourage you to keep up the efforts that will make such a difference in the lives of the refugee families.

Yours sincerely,



Gary McNamara  
AMO President



November 30, 2015

Greetings,

With the New Year fast approaching, our Office would like to provide you with information about the expansion of the Ombudsman's jurisdiction to municipalities. As of January 1, 2016, the Ombudsman can begin accepting, resolving and investigating complaints about municipalities under the *Public Sector and MPP Accountability and Transparency Act, 2014*. The Ombudsman's jurisdiction will extend to municipalities, local boards and municipally-controlled corporations, with some exceptions as set out in regulation.

The Ontario Ombudsman is an independent officer appointed by the Legislative Assembly of Ontario to conduct impartial investigations into individual and systemic issues relating to the administrative conduct of public bodies. The Ombudsman's services are available to anyone free of charge.

As we do with the tens of thousands of provincial complaints we handle every year, we will work to resolve complaints about municipalities wherever possible. We resolve most complaints without the need for an investigation or report.

We are an office of last resort, meaning individuals should exhaust any available appeal mechanisms (such as the Ontario Municipal Board) before complaining to the Ombudsman. The Ombudsman also strongly encourages municipalities to resolve local issues at the local level, and to create their own complaint resolution mechanisms, which may include appointing accountability officers such as integrity commissioners, ombudsman and auditors general.

If internal complaint mechanisms are unable to resolve the problem and the Ombudsman determines that an investigation is warranted (either into an individual complaint issue or a broader systemic one), relevant municipal sector entities will be notified by our Office and required to co-operate with our investigation. The Ombudsman may report findings and recommendations publicly. However, the Ombudsman cannot overturn any decisions of a municipal sector entity, and recommendations are not binding.

The Ombudsman's Office has 40 years of experience in resolving and investigating administrative problems throughout the provincial government. We handle more than 23,000 complaints each year by applying alternate dispute resolution strategies – resolving over half of all cases in less than two weeks.

At the same time, almost all of the Ombudsman's recommendations for systemic change have been accepted by the government in the past 10 years, resulting in administrative improvements that have positively affected millions of Ontarians (e.g., expansion of newborn screening, a more secure lottery system, better monitoring of unlicensed daycares). We have always received excellent co-operation from the public bodies we oversee.

We have recently reached out to the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario and other stakeholders to share information about our Office's role. Today, we are also inviting you to complete a brief online survey (information attached) that will help us in responding to any complaints we may receive about your municipality. Please note

that we are seeking contact information for officials who have direct responsibility for areas related to complaint resolution, as opposed to protocol officers or communications staff. Although we are happy to deal with these officials for communications-related matters, when we make inquiries about complaints, we communicate directly with staff who have the most relevant information about the matter at issue.

For more information about how we work and our new mandate with respect to municipalities, you might wish to review our Frequently Asked Questions at <https://ombudsman.on.ca/About-Us/MUS-FAQ.aspx> and our new brochure, *Complaints about Municipalities*, at <http://www.ombudsman.on.ca/Resources/Brochure.aspx>.

We also have an Open Meeting Law Enforcement Team which deals with complaints that municipal meetings have been improperly closed to the public under the *Municipal Act*. For more information on the activities of the Open Meeting Law Enforcement Team, please see our OMLET Annual Report here: <https://ombudsman.on.ca/Investigations/Municipal-Meetings/Municipal-Annual-Reports.aspx>.

Our latest Annual Report, published in July for the 2014-2015 fiscal year, also provides a good overview of our work. It can be found online here: <https://ombudsman.on.ca/Resources/Reports/2014-2015-Annual-Report.aspx?lang=en-CA>. You can also receive information about our office monthly by subscribing to our e-newsletter at <https://ombudsman.on.ca/Newsroom/E-Newsletter.aspx>.

My team and I would be happy to answer questions, provide copies of our publications, or connect you with our colleagues who will be working on municipal cases. Please contact us by emailing [thewatchdog@ombudsman.on.ca](mailto:thewatchdog@ombudsman.on.ca), or call our Communications Officers: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).

Sincerely,



Linda Williamson  
Director of Communications, Office of the Ombudsman of Ontario

Encl.



## MUNICIPALITY CONTACT SURVEY

As noted in our letter, in anticipation of the Ontario Ombudsman's new jurisdiction over municipalities as of January 1, 2016, our Office would appreciate receiving some information about your municipality to assist us in responding to any complaints we may receive.

We kindly ask that you complete the online, confidential survey here:

<https://www.surveymonkey.com/r/XQCMLTS>

The information gathered will be used by our staff to inquire about relevant processes and, where necessary, to provide referrals to complainants.

After January 1, 2016, should any complaints remain unresolved after relevant processes have been exhausted within your municipality, you may refer individuals to the Ombudsman's office at <https://ombudsman.on.ca/Make-A-Complaint.aspx>.

Should you have any questions about the survey, our Office, or anything else relating to our work and new role relating to municipalities, please email our Communications team at [thewatchdog@ombudsman.on.ca](mailto:thewatchdog@ombudsman.on.ca) and we will be happy to assist you. Our Communications Officers would also be happy to answer your questions, or refer you to someone who can: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).



December 1, 2015

RECEIVED  
TOWN OF AJAX  
DEC 02 2015  
LEGISLATIVE AND  
INFORMATION SERVICES

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
House of Commons  
Ottawa, ON K1A 0A6

And

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  
1-800-372-1102  
Fax: 905-668-9963

[www.durham.ca](http://www.durham.ca)

Matthew L. Gaskell  
Commissioner of  
Corporate Services

The Honourable Kathleen Wynne  
Premier of Ontario  
Legislative Building Queen's Park  
Toronto, ON M7A 1A1

**RE: 2016 REGIONAL SOCIAL HOUSING SERVICING AND  
FINANCING STUDY, (2015-J-54), OUR FILE: D06-38**

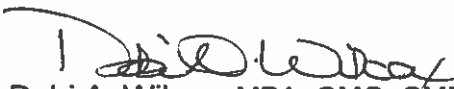
Please be advised that the Joint Finance & Administration and Works Committees of Regional Council considered the above matter and at a meeting held on November 25, 2015, Council adopted the following recommendations, as amended, of the Joint Committees:

- "A) That the newly elected Federal Liberal Government with its commitment to invest \$20 billion in social infrastructure over the next ten years, including investments in affordable housing, be requested to provide such infrastructure funding on a stable, long-term basis for additional affordable and existing social housing;
- i) That the Federal Government and the Province of Ontario consider new programs to incent private investment in the creation and delivery of affordable housing;
- B) That given Regional Council's commitment to support the goals of Durham's 10 Year Housing Plan, *At Home in Durham*, which includes expanding the number of affordable rental units, the following initiatives be undertaken:
- i) In order to encourage not-for-profit developments that will offer affordable rents beyond the program's minimum twenty-year affordability period, Regional staff be authorized to issue a Request For Proposal in early 2016, utilizing the \$13 million in federal-provincial capital funding under the Rental Housing component of the Investment in Affordable Housing Program (IAH -2014 Extension) to solicit eligible development proposals from not-for-profit agencies for the construction of approximately 100 to 115 rental units; and

- ii) For any successful proposal(s) submitted by not-for-profit agencies under the IAH-2014 Extension program in recommendation B) i) Regional development charges, normally due at the time of issuance of building permit, be deferred from building permit issuance to occupancy permit issuance;
- C) That given the very significant capital needs of the existing social housing portfolio, the following recommendations be implemented to facilitate the necessary capital repairs and rehabilitation:
- i) The Federal and Provincial Governments be requested to provide the necessary capital grants;
  - ii) The Province of Ontario be requested to provide assurance that it will retain the contingent liability associated with capital refinancing by social housing providers, in order to access existing equity at no additional risk to Service-Managers and where the Service Managers are in agreement with the refinancing proposal; and
  - iii) The Region's share of operating surpluses generated by the Social Housing providers be retained in the Regional Social Housing Reserve Fund for priority capital needs, with disbursement to be approved by Regional Council;
- D) That Regional Social Services and Finance staff be directed to develop a strategy to address the range of issues associated with End of Operating Agreement obligations, in order to assess the Region's long-term commitment for providing legislated service level standards and provide recommendations to Regional Council in June 2016;
- E) That in order to ensure that the three "stranded" semi-detached units of the Durham Regional Local Housing Corporation (DRLHC) remain in the affordable housing sector, but due to the high level of capital expenditures required and inefficiencies related to the Regional ownership where the adjacent or co-joined unit is privately owned, the following actions be undertaken:
- i) The properties municipally known as 1094, 1098 and 1116 Cedar Street in the City of Oshawa (Subject Properties) at end of current tenancy be declared as surplus to Regional requirements in accordance to Regional By-law #52-95;
  - ii) Regional Council authorize that the balance of the requirements of Regional By-law #52-95 regarding the process of sale of the Subject Properties be waived;

- iii) Regional staff be authorized to submit a formal Request for Ministerial Consent and provide any required information to the Ministry of Municipal Affairs and Housing for the three Subject Properties;
  - iv) Regional staff work with non-profit agencies to make the Subject Properties available for purchase at fair market value through an affordable home ownership program under the ~~IAH 2014 Extension Affordable Home Ownership Program;~~ and
  - v) The proceeds of the sale of the Subject Properties be applied to DRLHC projects to address various capital repair issues;
- F) That it is recommended that the Province of Ontario be advised that:
- i) ~~The financial and economic burden associated with the capital needs of the social housing portfolio is too great for municipalities and the Province be required to provide the necessary funding to maintain and administer the social housing portfolio, including the very significant backlog of capital needs;~~
  - ii) The Province assume full funding responsibility and continue to guarantee contingent liability and/or provincial indemnification, including for future refinancing in order to permit housing providers to address capital needs;
  - iii) No further downloading of roles, responsibilities and expectations to municipal Service Managers continue in the provincial design and/or consolidation of housing and homelessness programs, including ones that may be implemented to achieve the Ontario Poverty Reduction Strategy, without the required long-term sustainable funding to administer these programs;
  - iv) The Province publish a financial forecast for social housing that contains project details, such as federal funding, rent supplement agreements and expiry dates in order to support municipal financial planning and budgeting practices over a ten-year time-frame, given the mandatory Provincial requirements for municipalities to develop, implement and monitor their ten year Housing and Homelessness Plans and for long-term infrastructure plans; and
  - v) The Province continue to advocate with the Federal Government to reinvest the legacy savings resulting from expiring federal funding agreements into Ontario's social housing portfolio to ensure a source of stable long-term funding;

- G) That the updated Terms of Reference, which outlines the role of committees in relation to the Durham Housing Plan and the *Housing Services Act, 2001*, for the Durham Advisory Committee on Homelessness and the Social Housing Advisory Group, attached as Appendix 1 and 2 respectively to Report #2015-J-54, be approved; and
- H) That with respect to the correspondence received from the Municipality of Clarington (as outlined in Appendix 5 of Report #2015-J-54), the following be confirmed:
- i) The correspondence from the Municipality of Clarington be received for information;
  - ii) That once the provincial report is presented, staff report in February 2016 to the Joint Finance & Administration, Planning & Economic Development and Health & Social Services Committees on the Terms of Reference for a proposed task force for the maintenance and creation of Affordable and Senior's Housing; and
  - iii) In keeping with past background studies for the current and previous Regional Development Charge (DC) By-laws, exemptions from Regional DCs for the development of affordable housing be considered in the Regional DC By-law update in 2018."

  
Debi A. Wilcox, MPA, CMO, CMM III  
Regional Clerk/Director of Legislative Services

DW/ct

- c: M. deRond, Clerk, Town of Ajax  
T. Gettinby, CAO/Clerk, Township of Brock  
A. Greentree, Clerk, Municipality of Clarington  
S. Kranc, Clerk, City of Oshawa  
D. Shields, Clerk, City of Pickering  
K. Coates, Interim Clerk, Township of Scugog  
D. Leroux, Clerk, Township of Uxbridge  
C. Harris, Clerk, Town of Whitby  
R.J. Clapp, Commissioner of Finance  
H. Drouin, Commissioner of Social Services  
J. Hunt, Acting Director of Legal Services





(v)

December 4, 2015

**The Regional  
Municipality  
Of Durham**

Office of the C.A.O.

605 Rossland Rd. East  
P.O. Box 623  
Whitby, Ontario  
Canada, L1N 6A3  
(905) 668-7711  
1-800-372-1102  
Fax: (905) 668-5831  
Email: [garry.cubitt@durham.ca](mailto:garry.cubitt@durham.ca)

[www.durham.ca](http://www.durham.ca)

**Garry H. Cubitt**  
Chief Administrative Officer

Mayor Steve Parish, Town of Ajax  
Mayor John Grant, Township of Brock  
Mayor Adrian Foster, Municipality of Clarington  
Mayor John Henry, City of Oshawa  
Mayor Dave Ryan, City of Pickering  
Mayor Tom Rowett, Township of Scugog  
Mayor Gerri Lynn O'Connor, Township of Uxbridge  
Mayor Don Mitchell, Town of Whitby  
Donna Bright - Chief Librarian and Executive Officer,  
Ajax Public Library  
Susan Dalton - Chief Executive Officer,  
Brock Township Public Library  
Linda Kent - Chief Executive Officer, Clarington Public Library  
Francis Newman - Chief Executive Officer, Oshawa Public Library  
Cathy Grant - Chief Executive Officer, Pickering Public Library  
Amy Caughlin - Chief Executive Officer, Scugog Public Library  
Alexandra Hartmann - Chief Executive Officer and Chief Librarian,  
Uxbridge Public Library  
Ian Ross - CEO and Chief Librarian, Whitby Public Library  
Mr. Don Lovisa, President, Durham College  
Dr. Tim McTiernan, President,  
University of Ontario Institute of Technology  
Mr. Joe Muldoon, Head, Trent University Durham

**Re: Syrian Refugee Crisis**

As you know, through the generosity of private sponsors, Durham Region is welcoming refugees as part of a national humanitarian campaign. The selection of refugees is at the sole discretion of the Government of Canada. At this time, the exact number of refugees to be settled in Durham Region is unknown.

In September, the Region co-hosted an information session, in partnership with the Town of Ajax, Catholic Crosscultural Services and Lifeline Syria, on private refugee sponsorship. The Region also donated \$25,000 to Lifeline Syria through the Association of Municipalities of Ontario (AMO) for refugee relief efforts. Regional staff will continue to serve as information brokers, connecting residents who are interested in learning and doing more, to the local initiatives and service providers who are coordinating people and resources.

The Region's website has recently been updated to address the three key ways in which residents can help: first, by educating themselves on the facts about the current crisis and the Syrian Refugee process; second, by learning more about private sponsorship opportunities; and third, by connecting with local groups for information on where to direct donations of goods, time, or money. On this site you will find an overview of information produced by the federal government, including a population profile of Syrian refugees, designed to assist communities in welcoming Syrians locally. The page also contains local information, resources and instructions to the public on how they may assist in welcoming refugees.

I invite you to visit the website, and to share the link with any interested residents: [www.durham.ca/refugees](http://www.durham.ca/refugees). Enclosed you will find a flyer that may be posted at local facilities, directing the public to the site. Access to accurate information from trusted sources is the best way to maintain the positive and welcoming tone that has been set across the Region of Durham.

As heads of Council, community hubs, and educational institutions, I know that many of you will want to demonstrate leadership within your communities by mobilizing efforts or declaring support for sponsorship efforts. This enthusiasm is most appreciated. Prior to taking up public collections or sponsoring clothing drives, please connect with organizations such as the Community Development Council of Durham (CDCD) who will ensure that donations are handled in a coordinated manner. This is the best way to match sponsors with the donations they may require. You can reach the CDCD directly at 905-686-2661 (Toll Free: 1-866-746-3696), or by e-mail at [info@cdcd.org](mailto:info@cdcd.org).

We will continue to keep you updated as new information becomes available, so that you may continue to provide the most accurate information to your residents and communities.

If you have any questions, please feel free to contact Sandra Austin in my office directly at 905-668-7711, extension 2449, or [sandra.austin@durham.ca](mailto:sandra.austin@durham.ca), or our Local Diversity and Immigration Partnership Council, who will continue to distribute this important information, at [ldipc@durham.ca](mailto:ldipc@durham.ca). Again, thank you for your ongoing support in creating a strong, caring, and vibrant community.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry H. Cubitt". The signature is stylized with a large, circular flourish at the end.

Garry H. Cubitt, M.S.W.  
Chief Administrative Officer

Attachment

If this information is required in an accessible format, please contact the Accessibility Co-ordinator at 1-800-372-1102 extension 2009.

Page 3 of 3

# Syrian Refugee Information



*How can you help?*

Through the generosity of private sponsors, Durham Region is welcoming refugees as part of a national humanitarian campaign.

A dedicated page on the Durham Region website outlines how residents can help:

- Get the facts! Residents can educate themselves about the refugee application process, and the current Syrian crisis.
- Learn more about private sponsorship opportunities.
- Connect with local groups to find out about donating goods, volunteering your time, or making a financial donation.

For information on local initiatives, resources, and to find out how you can assist in welcoming refugees, visit:

[www.durham.ca/refugees](http://www.durham.ca/refugees)

**The Regional  
Municipality of Durham**  
605 Rossland Rd. E.  
Whitby, ON L1N 6A3  
**Phone:** 905.668.7711  
**[www.Durham.ca](http://www.Durham.ca)**

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel. 416-585-7000  
Fax 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M5G 2E5  
Tél. 416-585-7000  
Télééc. 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)



**Ministry of Natural  
Resources and Forestry**

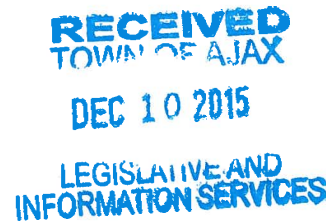
Office of the Minister

Room 6630, Whitney Block  
99 Wellesley Street West  
Toronto ON M7A 1W3  
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Fax: 416-314-2216  
[www.ontario.ca/MNRF](http://www.ontario.ca/MNRF)

**Ministère des Richesses  
naturelles et des Forêts**

Bureau du ministre

Édifice Whitney, bureau 6630  
99, rue Wellesley Ouest  
Toronto (Ontario) M7A 1W3  
Tél.: 416-314-2301  
Télééc.: 416-314-2216  
[www.ontario.ca/MRNF](http://www.ontario.ca/MRNF)



68219

December 7, 2015

Mr. Martin de Rond  
Director, Legislative & Info Services/Town Clerk  
Town of Ajax  
65 Harwood Ave S  
Ajax ON L1S 2H9

Dear Mr. de Rond:

As you know, in the spring of 2015, the Ministry of Municipal Affairs and Housing and the Ministry of Natural Resources and Forestry initiated a co-ordinated review of the Growth Plan for the Greater Golden Horseshoe, the Niagara Escarpment Plan, the Oak Ridges Moraine Conservation Plan and the Greenbelt Plan.

To support the co-ordinated review, an Advisory Panel was appointed to develop and propose recommendations on how to amend and improve the plans. Chair David Crombie, and members Keith Currie, Rae Horst, John MacKenzie, Leith Moore and Debbie Zimmerman, attended public meetings, reviewed the plans, and relied upon their knowledge of the region and issues at stake to provide input and recommendations.

While we acknowledge the great work of the Advisory Panel, we would also like to take this opportunity to thank you for your input in the review. Your input has helped Mr. Crombie and the Panel formulate a thorough and objective report which he has now submitted to the government. We are pleased to share the Panel's report *Planning for Health, Prosperity and Growth in the Greater Golden Horseshoe: 2015 – 2041* with you today. You can review and download the report at [www.ontario.ca/ceul](http://www.ontario.ca/ceul).

In addition, we would also like to share a summary of the main themes that emerged during the 17 town hall consultation meetings. *The Co-ordinated Land Use Planning Review Summary Report on Town Hall Meetings* is available for download at [www.ontario.ca/cfki](http://www.ontario.ca/cfki).

The long-term prosperity and social wellbeing of Ontario depends upon planning for strong, sustainable and complete communities. The panel has recommended ways to better achieve our goals of growing healthy, livable and prosperous communities by keeping people and goods moving, creating jobs, combating the effects of climate change, protecting agricultural viability and expanding our green spaces.

Our government will consider the Advisory Panel's recommendations as we develop proposed amendments to the plans. We will seek input on the proposed amendments in winter 2016. Please visit our website [www.ontario.ca/landuseplanningreview](http://www.ontario.ca/landuseplanningreview) for updated information on the co-ordinated review.

We would like to sincerely thank the Advisory Panel for its dedication in dealing with many complex issues and for providing us with their advice. We would also like to thank you for participating in this review. Your continued engagement will help shape the future of the plans and of our region.

Best regards,



Ted McMeekin,  
Minister of Municipal Affairs and Housing

Sincerely,



Bill Mauro,  
Minister of Natural Resources and Forestry

Enclosure: *Planning for Health, Prosperity and Growth in the Greater Golden Horseshoe: 2015*  
– 2041

**TOWN OF AJAX**  
**REPORT OF THE COMMUNITY AFFAIRS AND PLANNING COMMITTEE**

For consideration by the Council of the Town of Ajax on December 14, 2015

The Community Affairs and Planning Committee met at 7:00 p.m. on December 7, 2015

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

---

**1. Call to Order (7:00 p.m.)**

Chair Collier called the meeting to order.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interest.

**3. Adoption of Minutes**

Moved by:    R. Ashby  
Seconded by: P. Brown

That the Minutes of the Community Affairs and Planning Committee Meeting held on November 16, 2015 be adopted.

CARRIED

**4. Public Meetings**

- 4.1   **2399478 Ontario Inc. (Marshall Homes)**  
      **Zoning By-law Amendment Application Z4/14**  
      **Draft Plan of Subdivision Application S-A-2014-01**  
      **Draft Plan of Condominium Application C-A-2014-02**  
      **Site Plan Application SP9/14**  
      **(885, 925, and 965 Riverside Drive & 761 Rossland Road West)**

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

1. That Zoning By-law Amendment Z4/14, submitted by 2399478 Ontario Inc. (Marshall Homes) be approved and that staff be authorized to prepare and forward an implementing Zoning By-law to Council for its consideration at a future meeting as provided within Attachment 1 to this report;
2. That Draft Plan of Subdivision S-A-2014-01, submitted by 2399478 Ontario Inc. (Marshall Homes) be endorsed and that staff be authorized to grant draft approval of the draft plan, subject to the draft conditions as provided within Attachment 2 to this report;
3. That Draft Plan of Condominium C-A-2014-02, submitted by 2399478 Ontario Inc. (Marshall Homes) be endorsed and that staff be authorized to grant draft approval of the draft plan, subject to the draft conditions as provided within Attachment 3 to this report;
4. That Site Plan SP9/14, submitted by 2399478 Ontario Inc. (Marshall Homes) be endorsed and that staff be authorized to grant final site plan approval subject to all drawings including detailed engineering, landscaping, and related details being finalized to the satisfaction of the Town of Ajax; and
5. That Official Plan Amendment Application OPA14-A2 be closed.

CARRIED

## **5. Presentations**

### **5.1 Williamson Drive Bicycle Lane Design**

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

1. That the report to Community Affairs and Planning Committee dated May 19, 2015 entitled "Williamson Drive Bicycle Lane Design" be received for information.
2. That Council approve the design for bicycle lanes on Williamson Drive.

CARRIED

## **6. Reports**

None



7. **Adjournment** (8:30 p.m.)

Moved by: M. Crawford

Seconded by: C. Jordan

That the December 7, 2015 meeting of the Community Affairs and Planning Committee be adjourned.

CARRIED

S. Collier, Chair

# SUMMARY OF ADVISORY COMMITTEE DECISIONS

## For November 2015



*Alternative formats available upon request by contacting:  
[accessibility@ajax.ca](mailto:accessibility@ajax.ca) or 905-619-2529 ext. 3347*

## HERITAGE ADVISORY COMMITTEE

---

The following resolution(s) were passed by the Heritage Advisory Committee at its meeting held November 4, 2015.

### 4.1 13 Church Street North

Moved By: P. Brown  
Seconded By: B. Lampole

That 13 Church Street North be removed from the Heritage Property List.

CARRIED.

## ENVIRONMENTAL ADVISORY COMMITTEE

---

The following resolutions were passed by the Environmental Advisory Committee at its meeting held November 5, 2015.

### 4.3 Adopt-a-Road / Park / Trail Follow-up Discussion

Moved By: D. Hogg  
Seconded By: J. Hammond

That the Environmental Advisory Committee adopt the Achilles Greenbelt Trail (Achilles Road to Salem Road to Bayly Street);

That D. Hogg be the signatory for the agreement; and

That the Committee establish a minimum of three dates to schedule clean-ups and extend the invitation to other Advisory Committees to take part.

CARRIED.

---

Sarah Moore, Committee Coordinator

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 96-2015**

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>
1 Keensford Court	Canadian Tolling Company International	December 14, 2015

READ a first and second time this  
Fourteenth day of December, 2015

READ a third time and passed this  
Fourteenth day of December, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 97-2015**

A By-law to assume the works and services on Registered Plan 40M-2466 (18T-95041).

(Angus Drive Lands - Sierra Homes Subdivision)

WHEREAS under the terms of the Subdivision Agreement dated November 25<sup>th</sup>, 2011 between the Corporation of the Town of Ajax and Sierra Homes (Ajax) Inc., and upon issuance of the Town's Final Acceptance certificate, the Town shall assume the works and services referred to in the said certificate;

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

1. That the Corporation of the Town of Ajax hereby assumes the works and services in Registered Plan 40M-2466.

READ a first and second time this  
Fourteenth day of December, 2015.

READ a third time and passed this  
Fourteenth day of December, 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

Atkinson Court

Field Crescent

Allard Avenue

Chambers Drive

Mandrake Street

Barnes Drive

Salem Road S

Beck Crescent

40M-2466 (18T-95041)  
ANGUS DRIVE LANDS SUBD.  
OWNER: SIERRA HOMES (AJAX) Inc.  
AGREEMENT DATE: November 25, 2011

Cooperage Lane

Angus Drive

Ramp

Ramp

Ramp

Highway 401



Assumption of Subdivisions  
Appendix A



0 20 40 80 Meters

Sources: Orthophotography provided by the Regional Municipality of Durham. Ownership Parcels © Teranet Enterprise Inc., and its suppliers. All rights reserved. Not a Plan of Survey. Assessment Parcels © MPAC. Single Line Road Network © Regional Municipality of Durham. Other Sources: First Base Solutions, 2010 & Town of Ajax, 2011.

# THE CORPORATION OF THE TOWN OF AJAX

## BY-LAW NUMBER 98-2015

A By-law to provide for the 2016 annual remuneration for the Mayor and Members of Council of the Town of Ajax.

WHEREAS the *Municipal Act, 2001*, as amended, allows for the payment of remuneration and expenses to members of council and local boards, including the option to provide that one-third of the taxable remuneration and expenses be deemed as expenses incident to the discharge of their duties for income tax purposes;

AND WHEREAS Section 283 (5) of *Municipal Act, 2001*, as amended, states in part that if a resolution of a municipality under subsection 255 (2) or (3) of the old Act is not revoked before January 1, 2003, the resolution shall be deemed to be a by-law of the municipality and one-third of the remuneration paid to the elected members of the council and its local boards is deemed as expenses incident to the discharge of their duties as members of council or local board;

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

### 1. ANNUAL SALARY

An annual salary shall be paid to each member of the Council of the Town of Ajax, effective January 1, 2016:

Mayor	\$86,855.00 per annum
Regional Councillors	\$36,007.00 per annum
Ward Councillors	\$36,007.00 per annum

### 2. TRAVEL ALLOWANCE

In addition to the sums identified in Section 1, each member of Council shall be provided a travel allowance, effective January 1, 2016:

Mayor	\$13,675.00 per annum
Regional Councillors	\$7,715.00 per annum
Ward Councillors	\$7,715.00 per annum

The travel allowance covers travel within a 50km radius (one way) of Ajax Town Hall. Travel in excess of the 50km radius may be reimbursed based on the following formula:

(Total km's x Current Mileage Rate) less (50km x Current Mileage Rate)

### 3. PAYMENT FOR EXPENSES

The Mayor and members of Council shall be paid from time to time for expenses incurred in the normal performance of their duties in accordance with Council approved policies.

### 4. ONE-THIRD OF REMUNERATION DEEMED AS EXPENSES

One-third of the remuneration paid to members of the Council and its Local Boards is deemed as expenses incident to the discharge of their duties as members of the Council or Local Board.

### 5. INSURED BENEFITS

#### Active (Under Age 65)

Members of council shall be provided with a Flexible Benefits Plan (FBP), based on the following:

- An amount equal to 12.5% (employer contribution) of a member's annual salary may be spent on the FBP until the last day of the month in which they attain the age of 65;
- The cost of each selection made by the member will be deducted from their allocation. Any employer contribution portion remaining will be paid to the member;

- c) Members of council may select FBP options totaling more than the value of the 12.5% employer contribution allocation to a maximum of a further 12.5% (council member contribution). Costs above the 12.5% employer contribution will be deducted from the annual salary.
- d) Newly elected members of council will be enrolled in the FBP at the beginning of January following the election and will re-enroll annually.
- e) Long Term Disability benefits cease seventeen (17) weeks prior to the council member's sixty-fifth (65) birthday, or when the employment relationship ends, whichever occurs first.

Active (Over Age 65)

Members of council remaining in office after the age of 65 will be eligible to receive Basic Health, Basic Dental benefits, reduced Life Insurance (if in place) and reduced Accidental Death and Dismemberment Insurance until the month in which they attain the age of 70.

Active (Over Age 70)

Members of Council remaining in office after the age of 70 will receive an amount equal to 10.5% of their salary, which can be used to purchase their own benefit coverage. The adjusted employer contribution reflects the removal of the premium allocated for the Long Term Disability benefit.

The employer contribution ceases upon retirement of council service.

Retirement

A member of council retiring from office with a minimum of 15 years of continuous service will be eligible for Basic Health and Basic Dental benefits. This benefit will conclude in the last day of the month in which the member attains the age of 65.

Survivor

Survivor benefits (Basic Health and Basic Dental) benefits will be paid to an eligible spouse for 24 months after death of a member of council or until the spouse of the member reaches the age of 65, whichever occurs first.

6. REGISTERED RETIRED SAVINGS PLAN (RRSP)

- a) If eligible to contribute to an RRSP (i.e. up to December 31 of the year the member turns 71), the Town will contribute 8% of a member's base salary to their RRSP.
- b) The Town will make the payment directly to the institution holding the RRSP. The Town's contribution constitutes a taxable benefit.
- c) If a member is no longer eligible to contribute to an RRSP (see a), the member shall be paid an amount equal to 8% of their base salary.

7. SEVERANCE

- a) A member of council with service of a minimum of four consecutive years is eligible to receive severance upon ceasing to be a member by reason of:
  - i. Election defeat
  - ii. Resignation
  - iii. Dying while in office
- b) Severance is payable at the rate of one month per year up to a maximum amount payable of 18 months
- c) The member must request payment of severance in writing to the Town Clerk. The request for payment must be submitted as soon as practical and no later than fifteen (15) days after the member becomes eligible for severance. The fifteen (15) day time period may be extended at the discretion of the Chief Administrative Officer.



- d) Severance may be payable in one lump sum or spread equally over a period not to exceed eighteen (18) months or any combination of the two payment methods.
- e) No member shall be entitled to receive severance who ceases to be a member by reason of, or by resignation which is a result of:
  - i. Removal from office by judicial process
  - ii. Disqualification and/or removal from office under or operation of any Act of the Parliament of Canada or the Legislature of the Province of Ontario

8. CHANGES TO ALLOWANCES AND BENEFITS – ANNUAL COMPARISON

- a) In November of each year commencing in 2008, HR Services staff shall conduct a survey of salaries and travel allowance provided to members of Council in the municipalities of Pickering, Whitby, Oshawa and Clarington;
  - b) The compensation survey will be the basis for review of the annual salary allowance to be paid for service as a member of the Council of the Town of Ajax for the subsequent calendar year; and,
  - c) A report shall be presented to Council recommending any impending changes to Council member compensation based on the annual survey.
9. By-law 118-2015 is hereby repealed.
10. This By-law is deemed to come into force and take effect on January 1, 2016.

READ a first and second time this day  
Fourteenth of December, 2015

READ a third time and passed this  
Fourteenth day of December, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 99-2015**

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

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

AND WHEREAS the Council of The Corporation of the Town of Ajax has conditionally approved an application to amend Zoning By-law Number 95-2003, as amended (Z4/14), with respect to the subject lands, identified on Schedule “A” to this By-law;

AND WHEREAS, the Council of the Town of Ajax deems it appropriate to pass an implementing Zoning By-law pursuant to application Z4/14 to regulate the development of the subject lands;

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

1. THAT the Zoning Schedule, specifically Maps 13 and 20, attached to and forming part of By-law No. 95-2003, as amended, is hereby amended by rezoning those lands at the southeast corner of Riverside Drive and Rossland Road West from Country Residential (CR) Zone to Residential One – B (R1-B) Zone, Residential One – D (R1-D) Zone, and Environmental Protection (EP) Zone, for the lands outlined on Schedule “B” attached hereto.
2. THAT the Exception Schedule, specifically Maps 13 and 20, attached to and forming part of By-law No. 95-2003, as amended, is hereby amended to establish Exception 183, over the lands shown outlined on Schedule “C” attached hereto.
3. THAT Section 7.1.1, List of Exceptions, of By-law No. 95-2003, as amended, is amended to include the following Exception:

Exception	Zoning	Map	By-law	File Reference
183	EP, R1-B, R1-D	13, 20	99-2015	C-A-2014-02 S-A-2014-01 SP9/14 Z4/14
<p>i) Location: Southeast corner of Riverside Drive and Rossland Road West</p> <p>ii) Legal Description: Lot 1, 2, 3, &amp; 4, 40M-1263</p> <p>iii) Interpretation:</p> <p style="padding-left: 20px;">a) Section 4.9 of Zoning By-law 95-2003, as amended, shall not apply to the development of the subject lands for 48 single detached dwellings within the R1-D zone.</p> <p>iv) Development Standards for the R1-B Zone:</p> <p style="padding-left: 20px;">a) Maximum Number of Single Detached Dwellings within the R1-B Zone: 8</p> <p style="padding-left: 20px;">b) Zone Standards for each lot within the R1-B Zone:</p> <p style="padding-left: 40px;">i) Minimum Lot Depth 31.5 m</p> <p style="padding-left: 40px;">ii) Minimum Lot Frontage 15.0 m</p> <p style="padding-left: 40px;">iii) Maximum Lot Coverage 45 %</p> <p><b>Exception 183 is continued on the next page.</b></p>				

Exception	Zoning	Map	By-law	File Reference
183 continued	EP, R1-B, R1-D	13, 20	99-2015	C-A-2012-04 S-A-2012-01 SP16/12 Z6/07

v) Development Standards for the R1-D Zone:

In the event that the condominium block is developed for 48 single detached dwellings pursuant to SP9/14, the following development standards shall apply:

- a) Maximum Number of Single Detached Dwellings within the R1-D Zone: 48
- b) Zone Standards for each parcel of land within the R1-D Zone:
- i) *Front Yard*
    - To a *dwelling unit* fronting onto an internal road – to be measured from the middle of the rolled curb to the front face of the porch: 4.5 m
    - To any attached garage: 6.0 m
  - ii) *Interior Side Yard*: 1.2 metres one side and 0.3 metres the other side with an aggregate separation of 1.2 metres between dwellings.
  - iii) *Exterior Side Yard*: 1.8 metres measured from either the middle of the rolled curb to the exterior wall of the dwelling abutting a private road or to the exterior lot line abutting Riverside Drive.
  - iv) *Rear Yard*: 7.0 m
  - v) Road Radius Yard: 1.2 m
  - vi) Minimum *Lot Frontage*: 11.3 m
  - vii) Maximum *Building Height*: 12.0 m
- c) Other Development Standards Within the R1-B and R1-D zones:
- i) A minimum separation of 1.2 metres is required between each single detached dwelling within the R1-B and R1-D zones.
  - ii) Air conditioning units shall only be permitted in a *rear yard*.
  - iii) A minimum width of the attached front porch shall be not less than the following, whichever is less; 2.0 metres or the entire width of the habitable portion of the dwelling, measured from the nearest exterior wall of an attached private garage to the opposite exterior side wall of the principal building.
  - iv) Notwithstanding Section 5.3.1 of Zoning By-law 95-2003, as amended the minimum required parking space dimension for a double car garage within the R1-B and R1-D zones shall be a minimum width of 5.5 metres and a minimum depth of 6.0 metres.

Except as amended herein, all other provisions of this By-law, as amended, shall apply.

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

READ a first and second time this  
Fourteenth day of December, 2015

READ a third time and passed this  
Fourteenth day of December, 2015

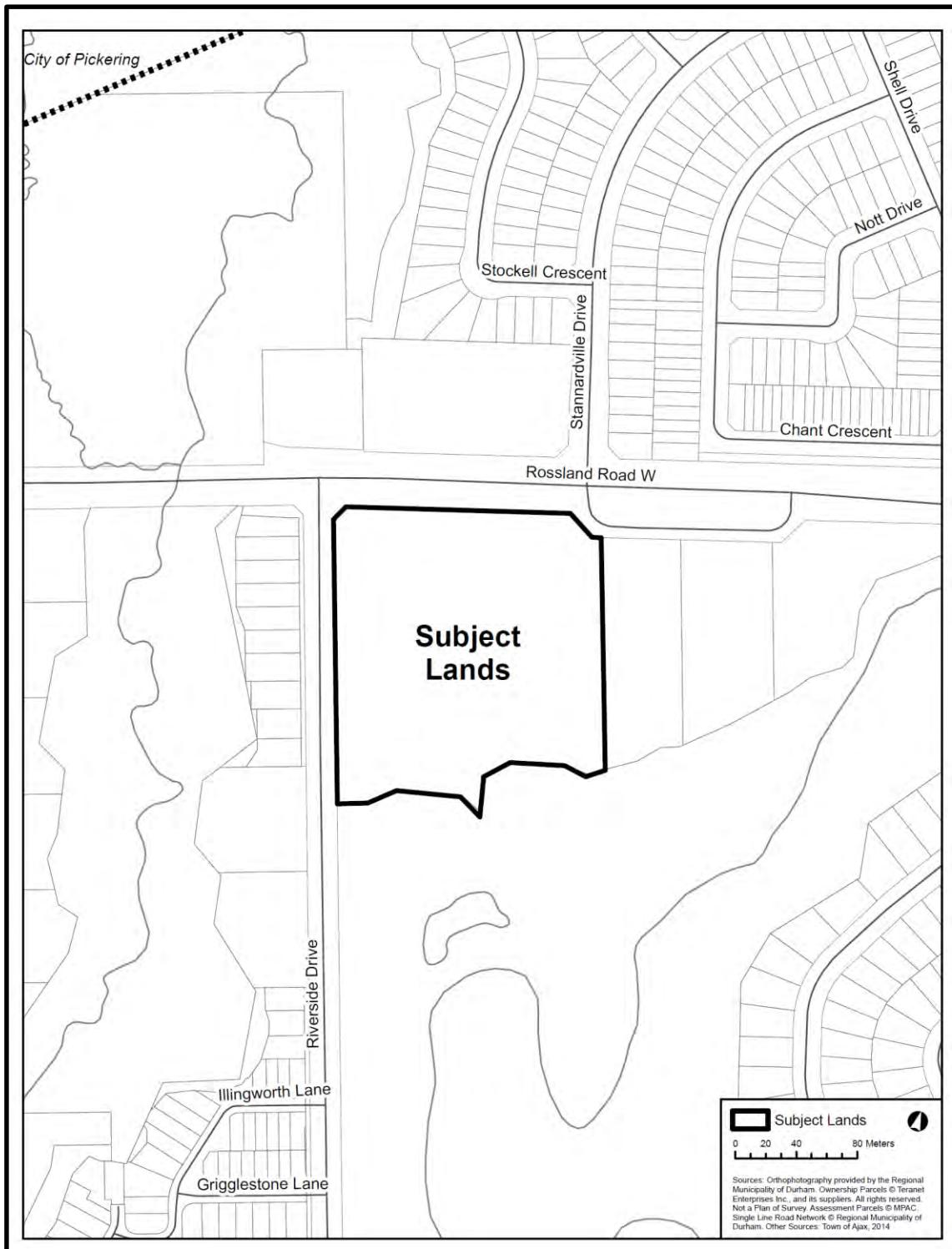
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Mayor

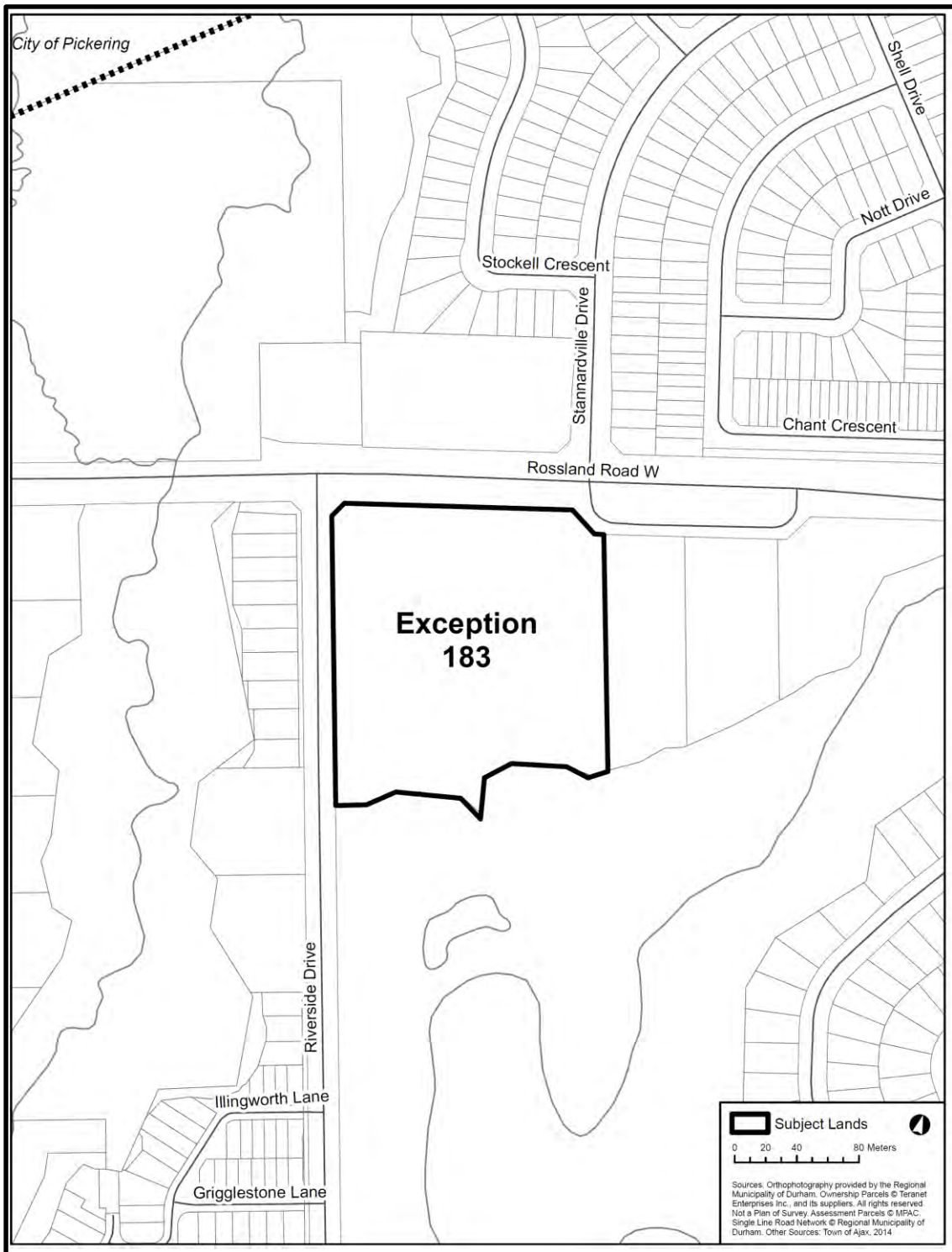
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D-Clerk

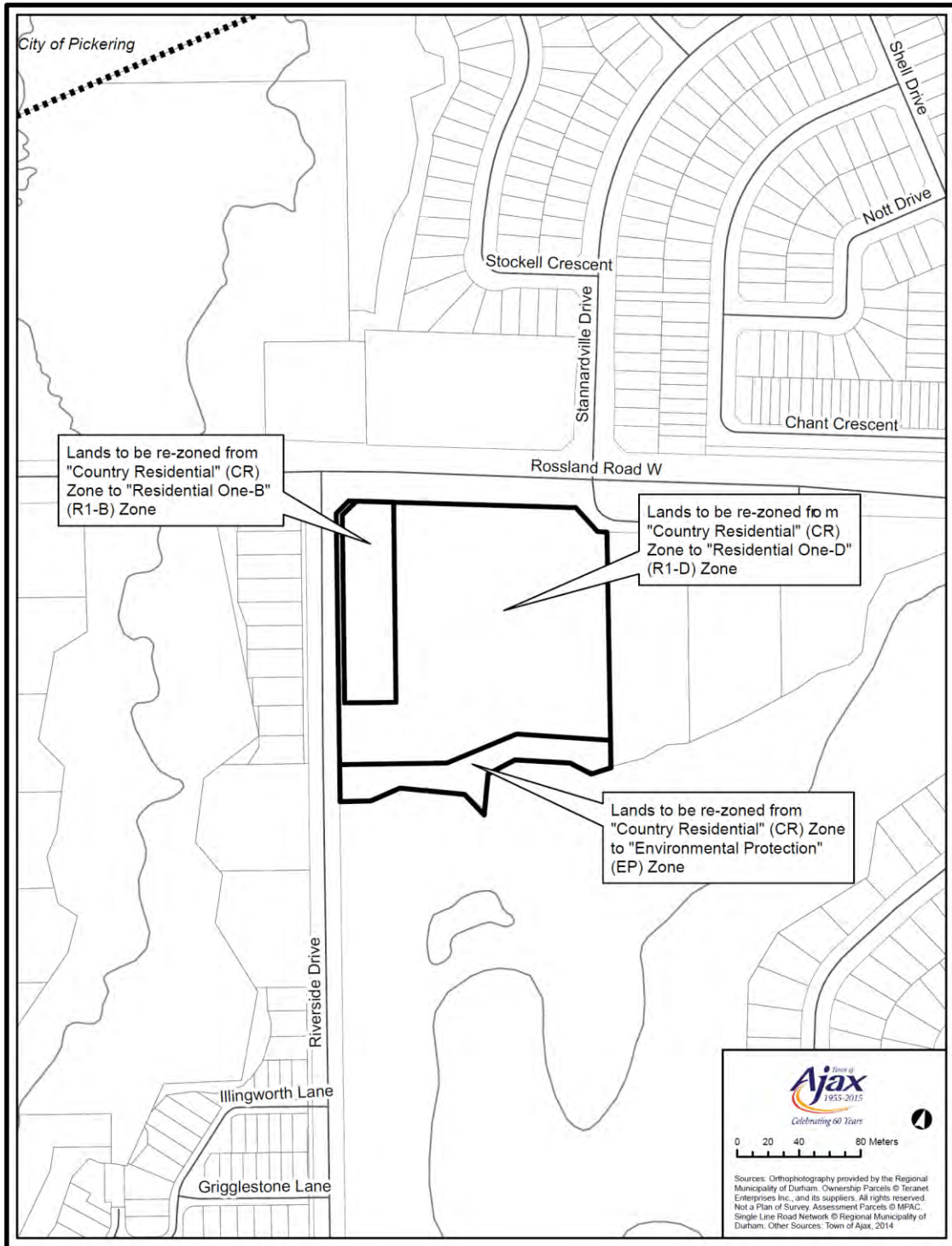
Schedule "A" to By-law Number 99-2015



Schedule "B" to By-law Number 99-2015



Schedule "C" to By-law Number 99-2015



### **Explanatory Note to By-law Number 99-2015**

This by-law rezones the subject lands at the southeast corner of Riverside Drive and Rossland Road West from Country Residential (CR) to Residential One – B (R1-B), Residential One – D (R1-D), and Environmental Protection (EP) and will establish the development standards for each of the lots within the development and to exempt the development from the requirements of Section 4.9 (Frontage On A Public Road) of Town of Ajax Zoning By-law 95-2003, as amended.

This amendment serves to provide the development of a residential development consisting of 56 single detached dwellings consisting of 8, 2-storey single detached dwellings along Riverside Drive and 48, 1½ to 2-storey, single detached dwellings within a common element condominium.



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 100-2015**

Being a By-Law to authorize the execution of an Agreement with Grandview Children’s Centre.

WHEREAS the Corporation of the Town of Ajax deems it expedient to enter into an agreement with Grandview Children’s Centre for the purpose of disposing of the North Harwood Property.

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

1. That the Town of Ajax do enter into that certain Agreement with Grandview Children’s Centre 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.

READ a first and second time this  
Fourteenth day of December, 2015.

READ a third time and passed this  
Fourteenth day of December, 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D-Clerk

**GRANDVIEW CHILDREN'S CENTRE**

**and**

**TOWN OF AJAX**

**DEVELOPMENT AGREEMENT AND  
AGREEMENT OF PURCHASE AND SALE**

**DATE:**

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**PRIVILEGED AND CONFIDENTIAL**

**DEVELOPMENT AGREEMENT AND  
AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** made as of the                    day of                    , 2015.

**B E T W E E N:**

**GRANDVIEW CHILDREN'S CENTRE  
(the "Developer")**

**and**

**TOWN OF AJAX  
("Ajax" or the "Town")**

**RECITALS:**

- A. The Developer wishes to construct a new facility including its head office in the Town of Ajax.
- B. The Town owns land (hereinafter defined as the "Lands") that it wishes to convey to the Developer for no consideration for the purposes of the construction of the new facility.
- C. The Developer and the Town wish to enter into this Agreement for the purchase of the Lands by the Developer from the Town and the development by the Developer of the Lands in a manner satisfactory to the Developer and the Town.
- D. The Town wishes to have the Lands developed with a first class building containing a minimum of two storeys and a gross floor area of not less than 6300 square metres.

**IN CONSIDERATION** of the mutual covenants contained in this Agreement, the parties hereto agree to and with each other as follows:

**SECTION 1  
DEFINITIONS**

- 1.1** "Above-grade Building Permit" means a Building Permit for that part or parts of a structure that is to be constructed above-grade and shall not include any Building Permits for excavation, shoring and/or foundations.
- 1.2** "Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement including the attached Schedules, as amended from time to time, and "Article", "Section" "Subsection", "Paragraph", "Subparagraph" and "Schedule" followed by a number or letter refer to the specified article, section, subsection, paragraph, subparagraph or schedule, as the case may be, of this Agreement.
- 1.3** "Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial and municipal laws, including Environmental Laws, statutes, regulations, rules, by-laws, policies and guidelines, all orders and permits, and all applicable common laws or equitable principles whether now or hereafter in force and effect.
- 1.4** "Applications" means applications pursuant to the *Planning Act* .

- 1.5 “**Authorization**” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.
- 1.6 “**Building Code Act**” means the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, superseded or replaced from time to time.
- 1.7 “**Building Permit**” means a permit issued by the Town pursuant to the *Building Code Act*, to construct a building, foundation or structure on the Lands and includes a demolition permit, an excavation and shoring permit.
- 1.8 “**Business Day**” means any day other than a Saturday, Sunday a statutory holiday in the Province of Ontario or any day on which the Town’s offices are closed for business. For greater clarity, “Family Day” shall be deemed not to be a Business Day.
- 1.9 “**Closing**” means the completion of this Agreement.
- 1.10 “**Closing Date**” means the day falling on the thirtieth (30<sup>th</sup>) day after the conditions more particularly described in Sections 7.1 and 7.3 have been satisfied or waived or, in the event such day is not a Business Day, the following Business Day.
- 1.11 “**Council**” means Council of the Town.
- 1.12 “**Developer**” means Grandview Children’s Centre.
- 1.13 “**Development Plan**” has the meaning set out in Subsection 2.1.
- 1.14 “**Environmental Laws**” means all applicable Laws of Governmental Entities and all other statutory requirements relating to public or occupational health and safety or the protection of the environment and all Authorizations issued pursuant to such Laws or statutory requirements.
- 1.15 “**Execution Date**” means the date of execution of this Agreement by both parties.
- 1.16 “**Force Majeure Event**” means a *bona fide* delay in the performance of any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material or labour shortage not at the fault of the Developer, acts of public enemy, war, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God.
- 1.17 “**Governmental Entity**” means (i) federal, provincial, municipal, local or other governmental or public department commission, board, bureau, agency, commissioner, tribunal or instrumentality, (ii) any subdivision or authority of any of the above, and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.
- 1.18 “**Hazardous Materials**” means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws, including any mixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes thereof or polychlorinated biphenyls and asbestos or asbestos-containing materials.
- 1.19 “**HST**” means the Harmonized Sales Tax.
- 1.20 “**Lands**” means the lands as described on Schedule “A”.
- 1.21 “**Laws**” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity.

- 1.22 “**Minor Variance**” means a minor variance granted by the Committee of Adjustment for the Town pursuant to section 45 of the *Planning Act*.
- 1.23 “**Permitted Encumbrances**” means those encumbrances set out in Schedule “B”.
- 1.24 “**Person**” means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.
- 1.25 “*Planning Act*” means the *Planning Act*, R.S.O. 1990, c. P.13, as amended.
- 1.26 “**Proposed Development**” means the proposed development of the Lands as contemplated by the Development Plan.
- 1.27 “**Purchaser**” means the Developer.
- 1.28 “**Region**” means the Regional Municipality of Durham.
- 1.29 “**Requisition Date**” means the thirtieth (10<sup>th</sup>) day prior to the Closing Date.
- 1.30 “**Site Plan Application**” means a complete application as defined in the Town’s Official Plan pursuant to section 41 of the *Planning Act*.
- 1.31 “**Site Plan Approval**” means an approval required under Subsection 7.3(c) pursuant to section 41 of the *Planning Act* and /or pursuant to any requirements reasonably imposed by the Town for the Proposed Development.
- 1.32 “**Vendor**” means the Town of Ajax.
- 1.33 “**Zoning By-law**” means the Town’s zoning by-law applicable to the Proposed Development, as may be amended from time to time.

**SECTION 2  
PROPOSED DEVELOPMENT**

**2.1 Development to be Substantially in Accordance with Plans.**

The Town and the Developer agree that the Developer shall develop the Lands, substantially in accordance with a conceptual design of the building to be constructed in the Proposed Development (the “**Development Plan**”). On or before September 1, 2016 the Development Plan shall be prepared by the Developer and submitted to the Town for the Town’s approval. In the event the Town does not approve the Development Plan within thirty (30) days of its submission to the Town this Agreement shall be at an end. The Town and the Developer agree to use their best efforts to resolve any issues the Town may have with the Development Plan. The Development Plan approved by the Town shall be the basis of the Site Plan Application.

**2.2 Development Plan Subject to Change.**

The parties hereto acknowledge and agree that, subject to the Vendor’s conditions in Subsection 9.3, the Developer may alter the Development Plan, provided such alterations are not material alterations. Where the Developer proposes to materially alter the Development Plan, the parties will act reasonably and use their respective best efforts to revise the Development Plan in a manner satisfactory to both parties. It is understood and agreed that it shall be a material alteration to propose development on the Lands that would result in less than 2 storeys, and/or less than 6,300 square metres of gross floor area.

**2.3 Sustainable Elements of the Development**

In preparation of the Development Plan and the design of the Proposed Development the Developer shall consider the design and construction of sustainable building technologies related to Parking Standards, Urban Heat Island Reduction, Environmentally Conscious Roofing Systems, Stormwater Retention and Runoff, Landscape Elements, Bird Friendly Design, Light

Pollution, Storage and Collection of Recycling and Organic Waste, and Construction Waste Management.

**2.4 Timing of Commencement of Construction.**

Following its acquisition of the Lands, the Developer agrees to proceed expeditiously with the development of the buildings to be located thereon pursuant to the Site Plan Approval and, subject to receiving all regulatory approvals, construction of the development on the Lands shall commence no later than three (3) months from the Closing Date, weather permitting.

**2.5 Site Plan Application**

The Developer shall submit a Site Plan Application to the Town for the Proposed Development by January 15, 2017. The Town shall act diligently to process and approve the Site Plan Application for the Proposed Development with the anticipated approval being obtained within six (6) months of submission by the Developer. The Developer agrees to act diligently to process and respond to comments by the Town on the Site Plan Application.

**2.6 Servicing.**

The Developer shall be responsible for the construction and/or reconstruction of sanitary sewers, water mains, and storm sewers on and adjacent to the Lands to service the Lands the location and other specifications for which shall be more precisely determined through a Site Plan Application. Without limiting the foregoing, the Developer shall, be required to pay its share of services constructed by others and benefitting the Lands.

**2.7 Official Plan Designation and Zoning.**

The Town shall not initiate or grant any amendment to the in-force Official Plan or Zoning By-law or pass an interim control by-law which would have the effect of prohibiting the Proposed Development on the Lands.

**2.8 Minor Variances.**

In the event that a minor variance(s) are required to permit the Proposed Development on the Lands, the Town shall assist the Developer in any application for such variance(s).

**SECTION 3  
PURCHASE ARRANGEMENTS**

**3.1 Purchase and Sale.**

The Developer agrees to purchase from the Town, and the Town hereby agrees to sell to the Developer, the Lands.

**3.2 Closing.**

The Closing shall occur on the Closing Date or such other date as the parties may agree in writing.

**3.3 Completion.**

This Agreement shall be completed on the Closing Date at which time possession of the Lands shall be given to the Developer or its nominee.

**3.4 Risk.**

The Lands shall be at the risk of the Town until the Closing Date.

**3.5 Survey.**



The Town shall be responsible, at its sole cost, for the preparation and registration of the reference plan of survey necessary to complete the herein transaction. The survey shall be submitted to the Developer for its approval prior to its registration.

### **3.6 Purchased Lands.**

The Lands have an approximate area of 2.03 hectares and shall be confirmed by a certificate of a qualified surveyor. The Transfer /Deed shall contain a restriction in favour of the Town that prohibits the transfer of the Lands without the prior written consent of the Town. The Transfer/Deed, at the option of the Town may also contain a further restriction prohibiting any interference or destruction of the woodlot within the Lands without the consent of the Town. The location of the woodlot shall be identified as part of the Site Plan Approval.

### **3.7 Purchase Price.**

The Purchase Price for the Lands (the “**Purchase Price**”) shall be One (1) Dollar.

### **3.8 Additional Assistance from Town.**

Prior to Closing, the Town will assist the Developer with respect to the following matters:

- (a) Coordinating development approvals for the Site Plan with the Region;
- (b) Assisting in public consultation and public information sessions;
- (c) Any issues related to land ownership, land boundaries and easements.

### **3.9 Payment of Purchase Price.**

The Purchase Price shall be payable on the Closing Date.

## **SECTION 4**

### **TOWN’S RIGHT TO REPURCHASE & DEVELOPER’S RIGHT TO ADJUSTMENT**

#### **4.1 Definitions.**

- (a) “**Town Repurchase Event**” means:
  - (i) Developer confirming to the Town that it intends on proceeding with the development of the Lands in a manner that does not conform to or that is materially different from the Development Plan, and the Developer and the Town cannot agree on revisions to the Development Plan; and/or
  - (ii) provided the Developer is not awaiting comments or confirmation of approval on any Application from the Town, or any building permit or other permit from the Town or the Region or Province ( not including funding), the Developer failing to take reasonable steps to proceed with the construction of the Lands within three (3) months from the Closing Date, weather permitting.

#### **4.2 Town’s Right to Repurchase.**

In the event of a Town Repurchase Event, the Town shall have the right to repurchase all (but not less than all) of the Lands (the “**Repurchased Lands**”) subject to the following terms and conditions (the “**Town’s Right to Repurchase**”):

- (a) The purchase price for the Repurchased Lands shall be One (1) Dollar.
- (b) Prior to exercising its rights pursuant this Subsection 4.2, the Town shall deliver written notice to the Developer (the “**Repurchase Notice**”) confirming:
  - (i) the Town’s intention to exercise the Town’s Right to Repurchase;

- (ii) whether the Town's Right to Repurchase arises under Subsection 4.1(a)(i) or 4.1(a)(ii);
  - (iii) a summary of the facts giving rise to the Town Repurchase Event.
- (c) Upon receipt of the Repurchase Notice, the Developer shall have thirty (30) days to abort the Town Repurchase Event (the "**Curing Period**") by:
- (i) in the case of a Town Repurchase Event described in Subsection 4.1(a)(i), confirming that the Developer will proceed with the development of the Lands in a manner that conforms to the Development Plan or in a manner that does not conform to the Development Plan but which the Town approves nonetheless; or
  - (ii) in the case of a Town Repurchase Event described in Subsection 4.1(a)(ii), takes steps to commence construction on the Lands.
- (d) The closing date of the repurchase of the Lands shall be the day that is sixty (60) days from the date the Town delivers the Repurchase Notice to the Developer at which time the Developer shall transfer the Lands to the Town free and clear of all encumbrances, other than encumbrances in place at the time of Closing or otherwise approved by the Town.

## SECTION 5 INVESTIGATION OF PROPERTY

### 5.1 Materials to be Produced by Town.

- (a) No later than fifteen (15) days after the Execution Date (the "**Delivery Date**"), the Town shall deliver and/or make available to the Developer the following materials (the "**Delivery Materials**"):
  - (i) all soil and environmental inspections, audits, reports, tests, studies and assessments made with respect to the Phase 1A Lands in its possession or control (the "**Existing Environmental Reports**");
  - (ii) all other reports, for example traffic studies, with respect to the Lands;
  - (iii) any other documents or materials relating to the Lands that the Developer may reasonably request in writing and that are in the possession or control of the Town.
- (b) If this Agreement is terminated, all Delivery Materials will be returned to the Town.

### 5.2 Access to Property.

- (a) From the Execution Date until the Closing Date, the Developer and its agents, advisors, consultants, employees and lenders will have access to the Lands during normal business hours, unless otherwise authorized by the Town, upon reasonable prior written notice to the Town for the purpose of inspecting the Lands including performing physical and structural inspections, soil tests and environmental audits. The Developer shall repair any of the Lands following such inspection to the conditions existing prior to such inspections.
- (b) The Developer shall advise the Town of the dates it intends to carry out the inspections of the Lands and the Town may accompany the Developer and its agents, consultants, employees and lenders on any inspections and during any tests and audits.

- (c) The Developer is not liable for any Damages incurred by Town arising from Developer's discovery of adverse facts or conditions with respect to the Lands, which facts or conditions were not otherwise caused by Developer's activities on the Lands, or any pre-existing condition on the Lands.

## SECTION 6 REPRESENTATIONS AND WARRANTIES

### 6.1 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser as of the date hereof and as of the date of Closing and acknowledges that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Lands:

- (a) The Vendor has the authority to enter into this Agreement and complete the transaction contemplated hereunder.
- (b) The Vendor has complied with all applicable Town by-laws and policies in respect of its entering into this Agreement and the completion of the transaction contemplated hereunder, including without limitation, the satisfaction of any requirements of any sole-sourcing and divesture by-laws or policies.
- (c) The Durham in-force Official Plan, the Town's in-force Official Plan and the Zoning By-law permit the Proposed Development on the Lands.
- (d) The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- (e) Except for the Purchaser under this Agreement, no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Vendor of any of the Lands.
- (f) The Vendor is the sole registered owner of the Lands with good and marketable and insurable title to the Lands, free and clear of all encumbrances, except for Permitted Encumbrances.
- (g) The Vendor is not bound by any agreement to enter into any, tenancy agreements, leases, subleases, agreements to lease or sublease, offers to lease or sublease, renewals of leases or subleases, storage agreements, parking agreements and other agreements, rights or licences allowing any Person to use, possess or occupy any portion of the Lands or any part of it.
- (h) The Vendor is a registrant for the purposes of the Tax imposed under Part IX of the *Excise Tax Act* (Canada).
- (i) **Environmental Matters.**
  - i. To the best of the Vendor's knowledge, without having completed any independent study or inquiry, neither the Lands nor any properties adjacent to the Lands are contaminated except to the extent disclosed in any Existing Environmental Reports disclosed to the Purchaser.
  - ii. There are no Existing Environmental Reports relating to environmental matters affecting the Lands which are in the possession or under the control of the Vendor.

### 6.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor and acknowledges that the Vendor is relying on such representations and warranties in connection with its sale of the Lands:

- (a) The Purchaser will take all steps necessary, in an expeditious manner, to apply for funding from the Provincial Government necessary to complete the Proposed Development.

## SECTION 7 CONDITIONS OF CLOSING

### 7.1 Purchaser Conditions.

The Developer's obligation to carry out the transaction contemplated by this Agreement is subject to fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified (the "**Purchaser's Conditions**"):

- (a) Title to the Property. On the Closing Date, the Town's title to the Lands shall be a good and marketable title in fee simple, free and clear of all mortgages, liens, charges, encumbrances, restrictions, leases and any other claims and interests whatsoever save and accept for the Permitted Encumbrances.
- (b) Geotechnical, Soil and other Investigations. By ninety (90) days after funding for the Proposed Development has been approved by the Provincial Government, the Developer shall be satisfied, in its sole discretion, as to the state of the Lands, including without limitation, its geotechnical, soil and environmental state. The Developer shall advise the Town within two days of the Developer being advised of the status of the funding for the Proposed Development.
- (c) Official Plan and Zoning. On the Closing Date, the Developer shall be satisfied, in its sole discretion, that the Town's Official Plan, Region's Official and zoning applicable to the Lands has not been amended from that applicable to the Lands on the Execution Date save and except any amendment required by the Developer to permit the Development Plan.
- (d) Economic Feasibility. By October 30, 2016, the Developer is satisfied in its sole discretion with the economic feasibility of the development of the Lands in accordance with the Development Plan including the approval of funding from the Provincial Government necessary to complete the Proposed Development.
- (e) Performance of Terms, Covenants and Conditions. All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Town on or before the Closing Date shall have been complied with or performed in all material respects on or before the Closing Date.

### 7.2 Satisfaction or Waiver of Purchaser Conditions.

The conditions in Subsection 7.1 above are for the sole benefit of the Developer and may be waived by the Developer at any time. If the Developer's conditions set forth in Subsection 7.1 are not satisfied or waived in writing by the Developer by the dates specified, the Agreement shall be terminated, all obligations of the parties to each other shall be at an end.

### 7.3 Vendor Conditions.

- (a) The Development Plan has been approved pursuant to Section 2.1 of this Agreement.
- (b) The Developer has delivered to the Town evidence of funding approval for the Proposed Development by October 30, 2016.
- (c) By August 30, 2017 the Town has granted Site Plan Approval in respect of the Proposed Development and that the parties have entered into a site plan agreement satisfactory to both the Town and the Developer. The Town shall be reasonable in its negotiation of the site plan agreement.
- (d) On the Closing Date the Developer has submitted all applications, plans and drawings that would allow the Chief Building Officer of the Town to issue an

Above-grade Building Permit upon payment of the applicable fee provided that such applications, plans and drawings shall be submitted no later than December 31, 2017 failing which this condition shall be deemed not to have been satisfied.

**7.4 Satisfaction or Waiver of Vendor Conditions.**

The conditions in Subsection 7.3 are for the sole benefit of the Town and may be waived by Town at any time. If the Town's Conditions set forth in Subsection 7.3 are not satisfied or waived in writing by the Town by the dates specified, the Agreement shall be terminated, all obligations of the parties to each other shall be at an end.

**7.5 Title Examination.**

Title is to be examined by the Developer at the Developer's expense.

**7.6 Requisitions.**

- (a) the Developer shall be allowed until the Requisition Date to investigate the title to the Lands at its own expense and title to the Lands shall be good and marketable in fee simple subject to Permitted Encumbrances and free from liens, charges and mortgages (including local improvements, any prior outstanding development charges and capital contribution) and if within that time, the Developer shall furnish the Town in writing with any objections to the title which the Town shall be unable to remove, remedy or satisfy and which the Developer will not waive, this Agreement (notwithstanding any intermediate acts or negotiations with respect to such objections) shall be null and void and all obligations of the parties to each other shall be at an end.
- (b) Save as to any valid objections so made within such time, and save with respect to any requisitions going to the root of title and/or materially limiting the Developer's ability to construct the Proposed Development, the Developer shall be conclusively deemed to have accepted the title of the Town to the Lands.

**SECTION 8  
CLOSING ARRANGEMENTS**

**8.1 Closing Arrangements.**

This Agreement shall be completed on the Closing Date.

**8.2 Documents of the Town.**

The Town shall deliver to the Developer's solicitors on the Closing Date the following documents fully executed by the Town, where applicable, or such other parties as may be specified:

- (a) Transfer: A registerable Transfer transferring the Lands in fee simple to the Developer;
- (b) Certificate of the Town: A certificate of the Town certifying that it is not a non-resident within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (c) Bring-down Certificate: A certificate executed by the Town confirming that the warranties and representations given by the Town pursuant to this Agreement have not changed and remain valid;
- (d) Such other deeds, conveyances resolutions and other documents as the Developer or its solicitors may reasonably require in order to implement the intent of this Agreement.

**8.3 Documents of the Developer.**

The Developer shall deliver to the Town's solicitors on the Closing Date the following documents, fully executed by the Developer, where applicable, or such other parties as may be specified:

- (a) Direction re Title: A direction identifying the name of the party to whom the Lands is to be conveyed;
- (b) HST Declaration and Indemnity. A statutory declaration or certificate of an officer of the Developer confirming its registration number for HST purposes, if necessary.

#### **8.4 Taxes and Fees.**

General: The Developer shall be responsible for goods and services tax and for sales tax and for registration fees and property transfer tax payable in connection with the transactions contemplated herein. Each party shall pay its own legal fees with respect to this transaction.

#### **8.5 Electronic Registration.**

- (a) The Town and the Developer covenant and agree to cause their respective solicitors to enter into a document registration agreement (the "DRA") to govern the electronic submission of the transfer/deed for the Lands to the applicable Land Registry Office. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all closing documents to be held in escrow pending the submission of the transfer/deed to the Land Registry Office and its acceptance by virtue of being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the parties to electronically register all registration documents on Closing, the Closing Date shall be deemed to be extended until the next day when the said system is accessible and operating for the applicable Land Registry Office applicable to the Property.
- (b) Any notice, approval, waiver, agreement, instrument or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Developer's Solicitors on behalf of the Developer and by the Town's Solicitors on behalf of the Town and any tender of closing documents and the balance of the Purchase Price may be made upon the Town's Solicitors and the Developer's Solicitors, as the case may be. The Town and the Developer acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the transfer/deed and any other Closing Document, if any, to be electronically registered for completeness and granted access to the other party's solicitor to same, but without the necessity of the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.

## **SECTION 9 ARBITRATION**

#### **9.1 Disputes to be Resolved by Arbitration.**

If the parties cannot, after negotiating in good faith, agree upon the resolution of any dispute arising from the interpretation of a provision of this Agreement, then the parties agree that such dispute will be resolved by binding arbitration pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17, as may be amended from time to time (the "*Arbitration Act*").

## **9.2 Commencement of Arbitration.**

- (a) In the event a dispute arises between the parties and one or both parties believe that the dispute is unlikely to be resolved through negotiation, in accordance with the provisions of this Agreement, that party shall deliver a notice of arbitration (the “**Arbitration Notice**”) to the other party stating the intention to proceed to arbitration.
- (b) The arbitration shall commence within twenty (20) Business Days of delivery of the Arbitration Notice.
- (c) Upon receipt of the Arbitration Notice, the parties have seven (7) Business Days to agree upon a single arbitrator. In the event that the parties cannot agree upon a single arbitrator, each party shall, within three (3) Business Days thereafter, name an arbitrator. The two arbitrators chosen shall then select a third arbitrator who shall serve as the sole arbitrator.
- (d) The selected arbitrator shall establish all procedural requirements of the arbitration pursuant to the *Arbitration Act* as well as the determination of costs that may be payable by one party to the other.
- (e) In selecting an arbitrator, the parties acknowledge and agree that any the arbitration shall commence within twenty (20) Business Days of delivery of the Arbitration Notice and any arbitrator nominated shall be available within such dates.

## **9.3 Decision of Arbitration Panel.**

The parties acknowledge and agree that the decision of the arbitrator shall be final.

## **9.4 Expenses of Arbitration.**

The parties acknowledge and agree that the expenses of any arbitration shall be borne by the parties in accordance with the decision of the arbitrator.

# **SECTION 10 MISCELLANEOUS**

## **10.1 Intention of Parties.**

Notwithstanding any other provisions of the Agreement, provided that prior to execution the Town passes a by-law authorizing execution of this Agreement, the parties hereto agree with each other that none of the provisions of the Agreement (including a provision stating the Parties’ intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Council which authorized the execution of the Agreement or any of its successors in the exercise of any of such Council’s discretionary powers. Notwithstanding the foregoing, the parties hereto acknowledge that the Developer maintains and may exercise all rights and remedies available at law or equity against the Town in the event of non-fulfillment, non-observance or non-performance of any condition, obligation or covenant under this Agreement, in whole or in part, by the Town.

## **10.2 No Challenge to Jurisdiction.**

It is agreed and acknowledged by the parties hereto that each is satisfied as to the jurisdiction of the other to enter into the Agreement. The Parties therefore agree that they will not challenge the jurisdiction of themselves or the other Party to enter into the Agreement, nor will they challenge the legality of any provision in the Agreement and, likewise, the parties shall not question the jurisdiction of the Town to enter into the Agreement nor question the legality of any provision contained herein. The Parties hereto, their successors, assigns and lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

## **10.3 Further Assurances.**

The parties hereto covenant and agree that at all times, and from time to time hereafter, upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of the Agreement.

**10.4 Time of the Essence.**

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

**10.5 Relationship of the Parties.**

Nothing in this Agreement shall be construed so as to make either party a partner of the other.

**10.6 Force Majeure.**

Notwithstanding anything in the Agreement to the contrary, if the Developer is bona fide delayed in or prevented from performing any obligation arising under the Agreement by reason of a Force Majeure Event not caused by its own default and not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause and its effects exists. Moreover, the Developer will be entitled, without being in breach of the Agreement, to carry out such obligation within a reasonable time period after the cessation of such cause.

**10.7 Notices.**

- (a) **Addresses for Notice:** Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a “**Notice**”) shall be in writing and shall be given by delivery or written electronic communication which results in a written or printed notice being given to the applicable address set forth below:

in the case of the Town addressed to it at:

Town of Ajax  
65 Harwood Avenue South  
Ajax, ON L1S 2H9

Attention: Town Clerk  
Telephone: (905) 683-8207

with a copy to:

Polak, McKay & Hawkshaw  
467 Westney Road South, Unit 16  
Ajax, ON L1S 6V8

Attention: Ron Hawkshaw  
Telephone: (905) 428-2063

and in the case of the Developer addressed to it at:

600 Townline Road  
Oshawa, ON L1H 7K6  
Attention: Executive Director  
Telephone: (905) 728-1673

With a copy to:

McGibbon Bastedo and Armstrong  
32 Simcoe Street South  
2<sup>nd</sup> Floor  
Oshawa, ON L1H 4G2



Attention: Michael Armstrong  
Telephone: ( 905 ) 728-7335

- (b) **Receipt of Notice:** Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of delivery if received prior to 5:00 p.m. (Eastern Standard Time) on a Business Day, otherwise the date of delivery shall be deemed to be on the Business Day next following such date. Any notice, if sent by fax communication, shall be deemed to have been validly and effectively given and received on the date of transmission if received prior to 5:00 p.m. (Toronto time) on a Business Day, otherwise the date of delivery shall be deemed to be on the Business Day next following such date. Notices given by electronic mail alone will not be effective.
- (c) **Change of Address for Notice:** By giving to the other party at least ten (10) days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 10.7.

**10.8 Schedule.**

The schedules attached hereto are incorporated into this Agreement by reference and are deemed to be a part hereof. The schedules attached hereto are as follows:

Schedule "A"	Description and Sketch Of Lands
Schedule "b"	Permitted Encumbrances

**10.9 Lawyers as Agents.**

Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by the parties or by their respective solicitors on their behalf.

**10.10 Assignment.**

The Agreement shall not be assignable by the Developer in any way whatsoever.

**10.11 Non-Merger.**

Except as herein otherwise provided, none of the covenants, provisions, representations and warranties of this Agreement shall merge in the deed or transfer of the Property or any other document delivered on the Closing Date and the provisions of this Agreement shall survive the Closing Date.

**10.12 Enurement.**

This Agreement shall enure to the benefit of and shall be binding upon the parties, shall be binding upon their respective successors and permitted assigns and shall enure to the benefit of and be enforceable only by such successors and permitted assigns that have succeeded or which have received such assignment in the manner permitted by this Agreement.

**10.13 Compliance with *Planning Act*.**

This Agreement is subject to compliance with the provision of the *Planning Act*, and this Agreement shall be effective to create an interest in lands only if such provisions are complied with prior to the Closing Date.

**10.14 Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed to be an original and both of which taken together are deemed to constitute one and the same instrument, and production of one of the executed counterparts from each of the parties will be sufficient proof of execution of this Agreement.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF the parties have executed this Agreement.

**THE CORPORATION OF THE TOWN OF AJAX**

Per: \_\_\_\_\_  
Name: Steve Parish  
Title: Mayor

Per: \_\_\_\_\_  
Name: Nicole Wellsbury  
Title: Deputy Clerk

I/We have authority to bind the Town.

**GRANDVIEW CHILDREN'S CENTRE**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation.

**SCHEDULE "A"**  
**DESCRIPTION OF LANDS**

Part of Lot 8 Con 3 being Parts 2 and 3 Plan 40R20861 Town of Ajax Regional Municipality of Durham PIN 26409-1669 (LT)

**SCHEDULE "B"**  
**PERMITTED ENCUMBRANCES**

1. Easement in favour of the Town for access to adjacent lands owned by the Town.
2. Restriction prohibiting the transfer of the lands without the consent of the Town.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 101-2015**

A By-law to designate certain lands as not being subject to Part Lot Control.  
[PLC2/15, Salem Road Subdivision Ltd., Block 1 on Registered Plan 40M- 2544].

WHEREAS, Salem Road Subdivision Ltd. 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 c. P.13*, as amended, shall be deemed not to apply to the following lands within a Registered Plan of subdivision registered in the office of Land Titles at the Town of Whitby in the Region of Durham:  
  
Block 1  
Registered Plan 40M- 2544
2. This by-law shall be in force and effect for a period of two (2) years, ending December 14, 2017.

READ a first time and second time this  
Fourteenth day of December, 2015.

READ a third time and passed this  
Fourteenth day of December, 2015.

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Mayor

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D-Clerk



## TOWN OF AJAX REPORT OF THE GENERAL GOVERNMENT COMMITTEE

**Alternative formats available upon request by contacting:**  
[accessibility@ajax.ca](mailto:accessibility@ajax.ca) or 905-619-2529 ext. 3347

For consideration by the Council of the Town of Ajax on December 14, 2015

The General Government Committee met at 1:15 p.m. on December 10, 2015

Present: Councillor J. Dies, Chair (*arrived at 1:35 p.m.*)  
Regional Councillor S. Collier (*arrived at 1:35 p.m.*)  
Regional Councillor C. Jordan  
Councillor M. Crawford  
Councillor R. Ashby (*arrived at 1:35 p.m.*)  
Councillor P. Brown  
Mayor Parish

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### 1. Call to Order (1:15 p.m.)

Vice Chair Brown called the meeting to order, as Councillor Dies was delayed attending Town Business. It was noted that Regional Councillor Collier would also be delayed attending Town Business.

### 2. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interests.

The General Government Committee recommends as follows:

### 3. Adoption of In-Camera Minutes

#### 3.2 Regular Meeting

Moved by: C. Jordan

That the Minutes of the In-Camera meeting of the General Government Committee held on November 19, 2015 be adopted.

CARRIED



**In-Camera**

**4. 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) (b, e) of the *Municipal Act, 2001*, as amended, to discuss matters of advice subject to solicitor-client privilege, including communications necessary for that purpose and pertaining to the proposed or pending acquisition or disposition of land by the municipality or local board

CARRIED

**4.1 Confidential Property Matter**

**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, 5.7 and 5.10 for discussion*

**5.1 2016 Exempt Group Wage Increase**

Moved by: C. Jordan

That wage rates for the Town's Exempt Group be increased 1.75% effective January 1, 2016.

CARRIED

**5.2 Capital Account Closing Report, October 31, 2015**

Moved by: P. Brown

1. That Council receive the attached listing of Capital Account Closings as of October 31, 2015 for information.
2. That Council approve the funding transfers from the October 31, 2015 Capital Account Closings to/from the Reserves / Reserve Funds.

Reserve / Reserve Fund	Transfers to	Transfers from	Net Transfer
Building Maintenance Reserve	(\$31,120.93)	\$71.26	(\$31,049.67)
Federal Gas Tax Reserve Fund	(\$118,920.37)		(\$118,920.37)
2013 DC Reserve Fund	(\$1,207,857.79)		(\$1,207,857.79)

2008 DC Reserve Fund	(\$86,554.39)		(\$86,554.39)
Strategic Initiatives Reserve	(\$49,373.85)	2,968.28	(\$46,405.57)
Building Approvals Reserve	(\$9,616.82)		(\$9,616.82)
Vehicle / Equipment Replacement Reserve	(\$101,135.78)		(\$101,135.78)
Capital Contingency Reserve		\$8,860.33	\$8,860.33
Development Reserve	(\$135,799.72)		(\$135,799.72)
Total Transfers	(\$1,740,379.65)	\$11,899.87	(\$1,728,479.78)

CARRIED

**5.3 Contract Award - AFES Computer Aided Dispatch System – Software/Hardware/Maintenance**

*This item was withdrawn at the request of staff. It will be brought forward to a future meeting.*

**5.4 Contract Award - Block Pruning of Municipal Trees**

Moved by: C. Jordan

1. That Council award the contract for Block Tree Pruning to Total Tree Services Inc. Services in the amount of \$130,920.67 (inclusive of all taxes), for a period one year.
2. That Council authorize staff to renew the contract 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 \$269,748.94 (inclusive of all taxes).

CARRIED

**5.5 Site Remediation of the Audley Ball Park (Formerly Pan Am Ball Park)**

Moved by: C. Jordan

That the report on the contract award to Melfer Construction Inc. in the amount of \$148,730.60 (inclusive of all taxes) for the Site Remediation of the Ajax Pan Am Ball Park, be received for information.

CARRIED

**5.6 Traffic Calming - Emperor Street and Seward Drive**

Moved by: C. Jordan

That the report to General Government Committee dated January 22, 2015 entitled “Traffic Calming – 2015”, be received for information.

CARRIED

**5.7 Traffic Calming - Clements Road West Pilot Project Update**

Moved by: P. Brown

That the report to General Government Committee dated December 5, 2015 entitled "Traffic Calming – Clements Road W", be received for information.

CARRIED

**5.8 Final Expenditure Report for Fairall Street Reconstruction**

Moved by: C. Jordan

1. That the report on the net over-expenditure of \$122,170 (net of HST rebate) for the Environmental Assessment and Detailed Design for Fairall Street Reconstruction, Capital Account No. 898711, previously awarded to SRM Associates, be received for information.
2. That the report on the net over-expenditure of \$29,481 (net of HST rebate) for the Contract Administration and Inspection for Fairall Street Reconstruction Phase 1, Capital Account No. 898711, previously awarded to SRM Associates, be received for information.
3. That the report on the net over-expenditure of \$9,520 (net of HST rebate) for the Contract Administration and Inspection for Fairall Street Reconstruction Phase 2, Capital Account No. 898711, previously awarded to SRM Associates, be received for information.
4. That the report on the net over-expenditure of \$1,519 (net of HST rebate) for the Geotechnical Testing and Inspection for Fairall Street Reconstruction, Capital Account No. 898711, previously awarded to Soil Engineers Ltd., be received for information.
5. That the balance of Capital Account No. 898711 Fairall Street Reconstruction, in the amount of \$316,243.26, be transferred to the Roads Maintenance Reserve.

CARRIED

**5.9 Assumption of Subdivision  
18T-95041 Angus Drive Lands (Sierra Homes)**

Moved by: C. Jordan

- (1) That the works and services within the following Plan of Subdivision be assumed by the Town:
  - a) (18T-95041) – Angus Drive Lands (Sierra Homes)  
Owner: Sierra Homes (Ajax) Inc.  
Agreement Date: November 25, 2011  
Registered Plan: 40M-2466  
Refer to Appendix "A"

- (2) That the corresponding Assumption By-law be prepared for an upcoming Council meeting.

CARRIED

**5.10 Contract Award – Benjamin de Forest (Pat) Bayly Commemoration Bust**

Moved by: C. Jordan

That Council award the contract for the creation of the Benjamin de Forest (Pat) Bayly Commemoration Bust to Mr. Les Drysdale in the amount of \$50,000.00 (inclusive of all taxes).

CARRIED

**6. Discussion**

**6.1 2016 Council Member Remuneration**

Main Motion

Moved by: S. Parish

1. That the recommended 2016 Council Member Remuneration be approved and
2. That the attached 2016 Council Remuneration By-Law be brought forward to the December 14, 2015 Council Meeting for approval.

Amendment

Moved by: S. Collier

That the RRSP/Pension Plan percentage be increased to 9%.

CARRIED

Motion as Amended

Moved by: S. Parish

3. That the recommended 2016 Council Member Remuneration be approved, subject to the following change:
  - **That the RRSP/Pension Plan percentage be increased to 9%.**
4. That the attached 2016 Council Remuneration By-Law, **amended as per above**, be brought forward to the December 14, 2015 Council Meeting for approval.

CARRIED

## 6.2 Council Expense Policy

Moved by: S. Collier

That the revised Corporate Policy 030 – Council Expense Policy be approved.

CARRIED

## 7. Presentations

### 7.1 Construction Administration Agreement for the Construction of Pat Bayly Square

The following consultants were in attendance for this item:

~ David Pantaleo and Sibylle van Knobloch, NAK Design Group

~ Henry Burstyn, Stephen Anderson and Emerald De Los Angeles, Page + Steele / IBI Group Architects

Moved by: S. Parish

1. That Council approve the Construction of Pat Bayly Square, by Medallion Developments Inc. for an estimated budget of \$7,010,944 (inclusive of all taxes) as per the Construction Administration Agreement.
2. That the Mayor and Clerk be authorized to execute the Construction Administration Agreement for the Construction of Pat Bayly Square, between the Town of Ajax and Medallion Developments substantially in the form provided, as attached to this report.

CARRIED

### 7.2 Economic Development and Investment Mission to China

Moved by: S. Parish

That the Report to Council entitled 'Economic Development and Investment Mission to Beijing, China' dated December 10, 2015 be received for information.

CARRIED

### 7.3 Corporate & Community Waste Management Update

Moved by: S. Parish

1. That the Action items highlighted within this report be received for information
2. That the report titled "Waste To Resource Assessment 2015" be received for information
3. That the Anti-Litter Action Plan be received for information.

CARRIED

**7.4 Ajax Community Centre Public Art Project – Change in Scope**

Moved by: S. Collier

That Council endorse, in principle, the Durham District School Board's Heart of Ajax collaborative student art project to allow staff to continue to develop project specifics to be presented to Council for final endorsement early in 2016, as a change in project scope to Capital Account No. 963211 Ajax Community Centre Public Art Acquisition.

CARRIED

**8. Departmental Updates**

None

**9. Adjournment**

Moved by: S. Parish

That the December 10, 2015 meeting of the General Government Committee be adjourned.

CARRIED

J. Dies, Chair



**TOWN OF AJAX  
REPORT OF THE GENERAL GOVERNMENT COMMITTEE  
2016 CAPITAL BUDGET AND  
2017-2020 LONG RANGE CAPITAL FORECAST MEETING**

For consideration by the Council of the Town of Ajax on December 14, 2015

The General Government Committee met at 7:00 p.m. on December 14, 2015

Present:                   Councillor M. Crawford, 2016 Budget Chair  
                                Regional Councillor S. Collier  
                                Regional Councillor C. Jordan  
                                Councillor R. Ashby  
                                Councillor J. Dies  
                                Councillor P. Brown  
                                Mayor Parish

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**1. Call to Order (7:00 p.m.)**

Chair Crawford called the meeting to order.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interest.

**3. Opening Comments**

Ms. S. Strain, Director of Finance/Treasurer, noted that the 2016 Capital Budget/2017 to 2020 Long Range Capital Forecast has been presented in a new format this year. Previously capital budgets/forecasts were presented by Department/Section, whereas the new presentation is by Project Category and Type. S. Strain then delivered a presentation that reviewed the report included in the agenda.

Chair Crawford thanked staff and members of Council for their efforts in producing a comprehensive and well-organized capital spending plan. Her comments focused primarily on the need for new infrastructure to keep up with the pace of growth, and the need to maintain and upgrade aging infrastructure.

#### 4. Opening Public Comments/Questions

Chair Crawford explained that public comments would be invited both before and after the committee's deliberations on the comprehensive budget document.

Various representatives from Autism Ontario addressed the committee, emphasizing the immediate need for a fenced-in playground area within the Town. The delegations responded to various questions from Committee members regarding the need for a play area of this sort.

Rob Tyler Morin, Ajax resident, inquired about the process by which the capital budget is compiled. S. Strain overviewed the various elements that feed the capital budget submission.

Gordon Glibbery, Ajax resident, made inquiries in regard to:

- the intended future uses of the Masonic Lodge, and opportunities to recoup capital costs invested in the building through rental revenues;
- The possibility of selling the Fire Department's older aerial truck for revenue;
- The impact of changing interest rates on the budget.

There being no further comments, Chair Crawford moved onto review of the budget by Committee.

#### 5. Review of Budget/Forecast

Prior to a section-by-section review of the proposed budget, Councillor Brown proposed that the MCC Safe Play Area (part of the MCC Park Retrofit on page 179 of the agenda) be advanced from the 2017-2018 timeframe, to 2016. Staff advised that to advance the design and implementation of the fence enclosure would be achievable within the 2016 time frame at a cost of \$35,000. This would be funded from the General Infrastructure Reserve.

Moved by: P. Brown

1. That the MCC Safe Play Area fence enclosure (part of the MCC Park Retrofit slated for design in 2017 and implementation in 2018) be advanced to 2016, at a cost of \$35,000; and
2. That the project be funded from the General Infrastructure Reserve.

CARRIED

Chair Crawford directed the committee through a section-by-section review of the individual capital project justifications included in the budget and LRCF report. Members posed various questions and made comments on a number of projects. Questions and discussion focused primarily upon the following projects:

- Paradise Park washroom/change room facility (specifically, the issuance of debt to fund the project)
- LED conversion project - Members requested an analysis on potential savings that may result from conversion to LED; Mr. Meredith noted that the analysis would focus primarily on a reduction in energy consumption rather than cost savings, as the cost of energy is beyond the municipality's control;



- Mobile Reporting Application - members questioned whether such a project may be premature;
- Design of Sundial facility – members noted the need for further staff analysis on usage of existing facilities to assist Council in determining the need for new facilities;
- Lakeside Neighbourhood Park playground – specifically, members questions why this project was pushed out by 1 year;
- Park and Trail surveillance projects – discussion surrounded maintenance/ replacement costs, access to surveillance footage, and how priority areas are determined;
- Denis O’Connor Park Retrofit – discussion surrounded issues with flooding in the area;
- Street light pole replacements – discussion surrounded the current condition of street light poles in Ajax;
- Emergency Back-up Generator – members suggested that this should be a higher-priority than certain other projects.

## 6. Closing Public Comments/Questions

Chair Crawford invited public submissions prior to the Committee’s final consideration and approval of the complete capital budget and LRCF. No public submissions were made.

Chair Crawford closed the public meeting.

## 7. Budget Recommendation

Moved by: C. Jordan

1. That the 2016 Capital Budget and the 2017-2020 Long Range Capital Forecast be approved, *as amended*.
2. That the following 2016 General Levy Funded Reserve Allocations be approved:

Reserve	Amount
Building Maintenance	\$700,200
Development	200,000
Election	60,000
General Infrastructure Maintenance	859,900
Post Growth Capital	144,300
Roads Maintenance	1,323,700
Strategic Initiatives	387,000
Vehicle/Equipment Replacement	1,657,900
<b>Total</b>	<b>\$5,333,000</b>

CARRIED

**8. Adjournment (8:33 p.m.)**

Moved by: S. Parish

That the December 14, 2015 meeting of the General Government Committee be adjourned.

CARRIED

*M. Crawford, Chair*