




Tuesday May 21, 2019 at 7:00 p.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*

**Online Agenda** Anything in **blue** denotes an attachment/link. By clicking the links on the agenda page, you can jump directly to that section of the agenda.

### 1. Call To Order & Acknowledgement

- An acknowledgment of *Traditional Territory* is an invitation to reflect on personal relationships with Indigenous Nations.
- When we *acknowledge Treaty* we are asking individuals to explore their rights and responsibilities to place and people.
- And when *Land is acknowledged* we are encouraging you to seek out the history and teachings of the natural world.

### 2. Disclosure of Pecuniary Interest

### 3. Adoption of Minutes

3.1 [Regular Meeting](#) [April 15, 2019](#) ..... 4

### 4. Question Period

### 5. Delegation and Presentations / Public Hearings

- 5.1 Proclamation **Pride Week in Durham – May 27 – June 2, 2019**  
~ Adriaan Bakker, President of Pride Durham
- 5.2 Proclamation **National AccessABILITY Week – May 26 – June 1, 2019**  
~ Barb Dowds, Accessibility Advisory Committee Chair  
~ Shandell Conboy Accessibility Advisory Committee Member  
~ Rosanne Purnwasie, Accessibility Advisory Committee Member
- 5.3 Proclamation **Seniors Month / Ageing Well Month – June, 2019**  
~ Robert Prochilo, Community Recreation Coordinator – Senior Programs and Services  
~ Maureen Graves, Ajax Volunteer and Resident

- 5.4 Presentation **Special Book Presentation to Mayor and Council**  
 ~ Robert Gruber, Manager, Community & Cultural Development  
 ~ Robert Prochilo Community Recreation Coordinator – Senior Programs & Services
  
- 5.5 Delegation **Access to Justice Hub**  
 ~ Stephanie Ball, Executive Dean, School of Interdisciplinary Studies  
 ~ Audrey Andrews, Manager of Strategic Partnerships and Initiatives, Social Services Department, Region of Durham  
 ~ Jason Hunt, Director of Legal Services, Corporate Services, Region of Durham
  
- 5.6 Delegation **2019 Ajax Home Week (49<sup>th</sup> Annual)**  
 ~ Joe Dickson, Home Week Founding Chair  
 ~ Tom Batchelor, Home Week 2019 Chair

**6. Correspondence** ..... 12

**7. Reports**

- 7.1 Community Affairs & Planning Committee Report **May 6, 2019**..... 35
- 7.2 General Government Committee Report **May 13, 2019**..... 38
- 7.3 Summary of Advisory Committee Activities **May 21, 2019**..... 44
- 7.4 Departmental Reports **None**

**8. Regional Councillors' Reports**..... 45

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

- 9.1 **Regional Government Review – Mayor Collier** ..... 49

**10. By-Laws**

- 27-2019 Authorization of Inter-Creditor Agreement with Elexicon Corporation..... 50
- 28-2019 Official Plan Amendment OPA No 61 - 305 Achilles Road ..... 67
- 29-2019 Official Plan Amendment OPA No 62 - 105 Rossland Road West ..... 71
- 30-2019 Zoning By-law Amendment Z2/18 – 105 Rossland Road West..... 76
- 31-2019 Amendments to Building By-law #37-2018 ..... 83
- 32-2019 Easement in Favour of Elexicon Corporation, Plan 40R-30473 ..... 101
- 33-2019 Traffic By-law Amendment – No Parking on Monarch Ave..... 103

**11. Notice of Motion**

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

**13. Confirming By-Law            34-2019**

**14. 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, April 15, 2019 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 Regional Councillors  Councillors	S. Collier M. Crawford S. Lee J. Dies R. Tyler Morin A. Khan L. Bower
----------	--------------------------------------------------	-----------------------------------------------------------------------------------------

**1. Call to Order**

Mayor Collier called the meeting to order at 7:00 p.m. and acknowledged traditional treaty lands.

**2. Disclosure of Pecuniary Interest**

There were no disclosures of pecuniary interest.

**3. Adoption of Minutes**

Moved by: S. Lee  
Seconded by: A. Khan

That the Minutes of the regular meeting of Council held on March 25, 2019 be adopted.  
CARRIED

**4. Question Period**

Mayor Collier invited members of the public to address Council and ask questions regarding any item on the meeting agenda.

Nancy and Kelly Henry, Ajax residents, addressed Council regarding item 7.4.2 – Hibbard Drive and Fletcher Avenue Intersection Petition. They noted their concerns with traffic safety and previous accidents at the intersection in question, and discussed sightlines and school bus stops near the intersection. Council members discussed the history of the stop sign warrant process and the effectiveness of four way stops.

Mohamed Karatella, Ajax resident, addressed Council regarding item 7.4.2 – Hibbard Drive and Fletcher Avenue Intersection Petition. Mr. Karatella noted that he had observed community support for installing a four-way stop while canvassing in the area during the 2018 municipal election campaign.

Ivan Batty, Whitby resident, addressed Council regarding item 9.1 – Pickering Airport resolution. Mr. Batty discussed the contents of the resolution and noted his view that an airport in Pickering would not create the stated number of jobs and is not required to meet the capacity needs for air travel in the GTA. Council members asked questions to the delegate regarding the federal business case for an airport. Mr. Batty responded to questions from Council members.

## **5. Delegation and Petitions/Public Hearings**

### **5.1 Youth Week – May 1-7, 2019**

Moninder Nahar, Community Recreation Supervisor – Youth Development, provided an overview of the Youth Engagement Advisory Committee's (YEAC) mandate and explained the purpose of Youth Week in Ajax. M. Nahar noted that the Town received the Youth Friendly Community Gold status designation in March of 2019, highlighting the Town's commitment to supporting youth in the community. M. Nahar introduced Shahil Rafeek-Hassim, Youth Ambassador, who reviewed activities conducted by the YEAC throughout the year and events occurring during Youth Week, including the upcoming Encourage Me Ajax Youth Symposium event on May 2<sup>nd</sup>. Mr. Rafik-Haseem acknowledged Ajax's twenty Youth Ambassadors for 2019 and requested that Council proclaim May 1-7 as Youth Week in the Town of Ajax. Mayor Collier thanked the YEAC members for their continued support for the community and presented the proclamation on behalf of Council.

### **5.2 Economic Development Update**

Lisa Hausz, Manager of Economic Development & Tourism, and Andrew Poray, Senior Economic Development Officer, provided a presentation on Ajax's economic activities and the upcoming economic development plan. L. Hausz discussed the Ajax economy, including population growth, housing prices, employment, business sector growth between 2010 and 2017, full-time and part-time jobs by sector, and location of businesses in Ajax. A. Poray reviewed the Town's available employment lands and discussed industrial land and building interest in Ajax throughout 2018. L. Hausz reviewed the current mandate of the Town's economic development staff, 2019 focus, and creation of the upcoming economic development plan.

Council members asked questions regarding growth in retail jobs, the possibility of launching a business incubator in Ajax, growing the entertainment and tourism sector, council's involvement in preparing the economic development action plan, and availability of serviced land for industrial and commercial development. L. Hausz and A. Poray responded to questions from Council members.

## 6. Correspondence

Members separated item v) 'Toronto & Region Source Protection Committee' for consideration.

### Motion

Moved by: S. Lee  
Seconded by: M. Crawford

That item v) 'Toronto & Region Source Protection Committee' of the correspondence report be endorsed, and that the Region of Durham be advised that the Town of Ajax agrees to the nomination of Mr. John Presta to the CTC Source Protection Committee.

CARRIED

Moved by: L. Bower  
Seconded by: J. Dies

That the report dated April 15, 2019 containing Items of Correspondence be adopted.

CARRIED

## 7. Reports

### 7.1 Community Affairs & Planning Committee Report

None

### 7.2 General Government Committee Report

Mayor Collier noted that a resolution discussed at the GGC meeting on April 8<sup>th</sup>, 2019, regarding the Duffin Creek Water Pollution Control Plant Outfall Class Environmental Assessment and Phosphorus Reduction Action Plan Update, would not be brought forward at this time, as discussions with the Minister of the Environment, Conservation and Parks on this matter are ongoing.

Moved by: A. Khan  
Seconded by: J. Dies

That the General Government Committee Report dated April 15, 2019, be adopted.

CARRIED

### 7.3 Summary of Advisory Committee Decisions

Moved by: R. Tyler Morin  
Seconded by: L. Bower

That the Summary of Advisory Committee Activities for April 15, 2019 as attached to the meeting agenda be received for information, and that the recommendations contained therein be referred to staff where applicable.

CARRIED

## **7.4 Departmental Reports**

### **7.4.1 Economic Development Overview**

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

That Council receive the document entitled 'Economic Development Overview' for information.

CARRIED

### **7.4.2 Hibbard Drive and Fletcher Avenue Intersection Petition**

Council members discussed the contents of the written report and recommendations of staff with respect to the petition received requesting installation of a four-way stop at Hibbard Drive and Fletcher Avenue.

Council members asked questions regarding traffic enforcement activities in the area, cost to install a four-way stop, the stop sign and traffic calming warrant process and budget allocation, data collection, and partnership with Road Watch. Geoff Romanowski, Manager of Planning, reviewed traffic enforcement activities at the intersection. Catherine Bridgeman, Acting Director of Operations & Environmental Services, reviewed costs associated with installing a four-way stop. John Grieve, Supervisor of Transportation, responded to questions from Council members and reviewed the stop sign and traffic calming warrant process and associated budget.

Council members discussed staff's recommendation within the report indicating that the location does not meet the warrants for a four-way stop or traffic calming.

#### Main Motion

Moved by: M. Crawford  
Seconded by: R. Tyler Morin

That the report entitled 'Hibbard and Fletcher Intersection Petition' be received for information.

#### Amendment Motion

Moved by: R. Tyler Morin  
Seconded by: M. Crawford

That the motion be amended by adding the following clause:

“And that a four-way stop be installed at the intersection of Hibbard Drive and Fletcher Avenue.”

MOTION FAILED

Main Motion

Moved by: M. Crawford  
Seconded by: R. Tyler Morin

That the report entitled “Hibbard and Fletcher Intersection Petition” be received for information.

CARRIED

**8. Regional Councillors’ Reports**

Regional Councillor Crawford discussed recent matters at the Regional Works Committee, including the launch of a recycling bin lid pilot program, approval of the design phase for traffic lights at the Millington Crescent and Westney Road intersection, and the Durham Vision Zero strategic road safety action plan. Regional Councillor Lee discussed the Durham Region budget meeting and the Transportation Tomorrow Survey to evaluate transportation activity across Durham Region. Regional Councillor Dies discussed recent matters at the Regional Health and Social Services Committee, including the recommendation to approve a regional smoke-free by-law to regulate smoking in public spaces and at outdoor public events. Mayor Collier discussed public open houses held to review proposed changes to Durham Regional Transit routes in Ajax.

Council members asked questions regarding the recycling bin lid pilot program. Regional Councillors responded to questions from members of Council.

Moved by: M. Crawford  
Seconded by: R. Tyler Morin

That the Regional Councillors’ Reports of April 15, 2019 be received for information.

CARRIED

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

**9.1 Pickering Airport – Mayor Collier and Regional Councillor Lee**

Mayor Collier vacated the chair to introduce the motion. Deputy Mayor Crawford assumed the chair.

Mayor Collier discussed the contents of his motion and reviewed the history of the airport lands in Pickering. Regional Councillor Lee discussed the forthcoming business case being prepared by the federal government.

Council members discussed the motion and the implications of building an airport in Pickering. Members discussed the history of the proposed airport, economic impacts, climate change and environmental impacts, food security, and protection of agricultural land. Members of Council discussed the potential costs and benefits of the proposal for Ajax residents and considered whether a decision on this motion is necessary at this time.



Motion to Defer

Moved by: L. Bower

Seconded by: J. Dies

That the motion regarding the Pickering Airport be deferred to the Council meeting of May 21<sup>st</sup>, 2019.

MOTION FAILED

Recorded Vote

In Favour: Councillor Bower, Regional Councillor Dies

Opposed: Mayor Collier, Councillor Khan, Regional Councillor Lee, Councillor Tyler Morin, Regional Councillor Crawford

Main Motion

Moved by: S. Collier

Seconded by: S. Lee

WHEREAS airports are valuable economic drivers in the development of business, communities, and the infrastructure around them;

AND WHEREAS it is anticipated that the results of the forthcoming Federal “Pickering Lands Aviation Sector Analysis” will be positive;

AND WHEREAS the federal government has set aside approximately 8,700 acres of land in the City of Pickering to accommodate a future airport and other possible economic development uses (“the Airport Lands”);

AND WHEREAS the Airport Lands are located in north-central Pickering adjacent to their Innovation Corridor, about 55 km east of Toronto Pearson International Airport within an integrated transportation network;

AND WHEREAS the aerospace industry (the fifth largest employer in Canada) has a membership struggling for land and space to expand business operations in close proximity to Toronto Pearson;

AND WHEREAS a second airport would create tens of thousands of high-quality jobs for residents of Durham Region, and attract spinoff businesses and indirect jobs;

AND WHEREAS a portion of the Airport Lands could be retained for economic development uses, including transportation/logistic facilities, high-tech enterprises and agriculture, such as year-round indoor farming;

AND WHEREAS the development of the Airport Lands is key to building a prosperous future not just for Durham Region, but for the entire Greater Toronto Area;

NOW THEREFORE IT BE RESOLVED THAT the Government of Canada be advised that the Town of Ajax supports the development of an airport in the City of Pickering in principle, based on an approved business case presented by the federal government; and

THAT a copy of this resolution be forwarded to the Federal Minister of Transportation, Durham MPs, the Premier of Ontario, Durham MPPs, all Durham Region municipalities, all Durham Region Boards of Trade and Chambers of Commerce, and the Toronto Region Board of Trade.

CARRIED

Recorded Vote

In Favour: Mayor Collier, Councillor Khan, Regional Councillor Lee, Councillor Tyler Morin, Regional Councillor Crawford

Opposed: Councillor Bower, Regional Councillor Dies

Mayor Collier resumed the chair.

**10. By-laws**

Moved by: J. Dies

Seconded by: S. Lee

That By-law numbers 20-2019 to 25-2019 be read a first, second and third time and passed.

CARRIED

**11. Notice of Motion**

None

**12. New Business - Notices & Announcements**

Council members reviewed upcoming events, including the Ward 3 Community Meeting on April 18<sup>th</sup>, the Ward 1 Community Meeting on April 30<sup>th</sup>, and the Mayor's Cleanup event on April 26<sup>th</sup>.

**13. Confirming By-Law**

Moved by: L. Bower

Seconded by: A. Khan

That By-law number 26-2019 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 April 15, 2019 be read a first, second and third time and passed.

CARRIED

**14. Adjournment**

Moved by: M. Crawford  
Seconded by: A. Khan

That the April 15, 2019 meeting of the Council of the Town of Ajax be adjourned. (9:07 p.m.)

CARRIED

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk

# TOWN OF AJAX REPORT TO COUNCIL



**TO:** Mayor and Members of Council  
**FROM:** D. Hannan, Acting Clerk  
**DATE:** May 21, 2019  
**SUBJECT:** Items of Correspondence

---

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

- i) **Town of Ajax:** Proclamations issued by the Mayor's Office ..... 13
- ii) **Township of Brock:** The Ontario Autism Program ..... 14
- iii) **Elexicon Corp:** Municipal Shareholders Memorandum for the Inter Credit Agreement 16
  - See By-law 27-2019
- iv) **Region of Durham:** Pickering Airport Motion ..... 18
- v) **Region of Durham:** Vision Zero - Strategic Road Safety Action Plan ..... 21
  - Background Material: [Durham Region Report #2019-W-27](#)
- vi) **PARA Marine Search and Rescue:** Appointment of Ajax Delegate to the Board of Directors ..... 23
- vii) **Region of Durham:** Smoke-Free By-law ..... 24
- viii) **Region of Durham:** Postpone "Come into Force" Date of the Construction Act ..... 32
  - Background Material: [Durham Region Report #2019-A-15](#)
- ix) **Region of Durham:** Region of Durham Community Energy Plan ..... 34
  - Background Material: [Durham Region Report # 2019-A-18](#)

D. Hannan  
Acting Clerk



# MEMO

---

**TO:** Mayor and Members of Council  
**FROM:** Kelly Patano  
**DEPARTMENT:** Legislative and Information Services - Legislative Services  
**SUBJECT:** PROCLAMATIONS ISSUED BY THE MAYOR'S OFFICE  
**DATE:** May 21, 2019

---

The following Proclamations have been issued during the month of May 2019.

<b>Name of Person/Group(s)</b>	<b>Title of Proclamation</b>	<b>Date(s) Proclaimed</b>
PFLAG	*International Day against Homophobia, Transphobia, & Biphobia	May 17, 2019
Caribbean Event Organization of Ontario	Durham Caribbean Week	June 27-July 3, 2019
Town of Ajax	Aging Well Month/Seniors Month	June, 2019
RNAO (Nurses Association)	Nursing Week	May 6-12, 2019
Tuberous Sclerosis Canada	Tuberous Sclerosis Awareness Month	May, 2019

Kelly Patano  
Legislative & Information Services  
/CC\* flag



The Corporation of  
The Township of Brock  
1 Cameron St. E., P.O. Box 10  
Cannington, ON L0E 1E0  
705-432-2355

April 3, 2019

Honourable Doug Ford, Premier  
Premier's Office, Room 281  
Legislative Building, Queen's Park  
Toronto, Ontario  
M7A 1A1

Dear Honorable Sir:

Re: The Ontario Autism Program

Please be advised that the Council of the Township of Brock, at their meeting held on April 1, 2019, adopted the following resolution:

Resolution Number 3-13

"MOVED BY Walter Schummer and SECONDED BY Lynn Campbell  
Be it resolved that the Council of the Township of Brock, on behalf of the residents and The Corporation of the Township of Brock, request that the Province of Ontario pause the plan for the 'new' Ontario Autism Program until meaningful consultation and analysis has taken place and revisions to the plan have been made that will have a positive impact on children and families across the Province of Ontario who are impacted by autism."

MOTION CARRIED

Should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

THE TOWNSHIP OF BROCK

Thomas G. Gettinby, MA, MCIP, RPP, CMO  
CAO & Municipal Clerk

TGG: dh

**Cc: Honourable Lisa MacLeod, Minister of Children, Community and Social Services  
Honourable Laurie Scott, Minister of Labour, MPP, Haliburton-Kawartha Lakes-Brock  
Andrea Horwath, MPP & Leader of the Opposition  
John Fraser, MPP, Interim Leader of the Ontario Liberal Party  
Mike Schriener, MPP Leader of the Green Party of Ontario  
John Henry, Regional Chair & CEO, Durham Region  
Durham District School Board  
Durham Catholic District School Board  
Area municipalities**



## MEMORANDUM

To: Brian Cousins, Treasurer and Carol Hinze, Deputy Treasurer, City of Belleville  
Trevor Pinn, Treasurer, Municipality of Clarington  
Sheila Strain, Treasurer, Town of Ajax  
Stan Karwowski, Treasurer, City of Pickering  
Ken Nix, Treasurer, Town of Whitby

From: Laurie McLorg, Senior Advisor and Ramona Abi-Rashed, Senior Advisor  
Elexicon Energy Inc.

Date: April 9, 2019

Re: Inter-creditor Agreement between Elexicon Energy, Elexicon Corporation, the City of Belleville, the Municipality of Clarington, the Town of Ajax, the City of Belleville, the Town of Whitby and the Toronto-Dominion Bank

---

Elexicon Energy Inc. and Elexicon Corporation are in the process of entering into new credit facility agreements with Toronto-Dominion (TD) Bank. The new credit facilities will incorporate features of the existing facilities of each of Veridian Connections Inc., Veridian Corporation and Whitby Hydro Electric Corporation and will also expand the borrowing capacity of Elexicon Energy to provide for capital investment funding requirements anticipated over the next 5 years.

The high level financial plans for Elexicon Energy Inc. include ensuring maintaining debt to capitalization ratios on par with industry norms and within any requirements of shareholder agreements, while providing agreed upon levels of shareholder dividend and interest payments.

This memorandum is a request to the Elexicon shareholders to execute an inter-creditor agreement (ICA). Promissory notes that are owed to the shareholders from Elexicon are subordinate to Elexicon obligations to any other financial institutions or lenders. The ICA provides a confirmation of this subordination to the bank and sets out how each of the creditors will service the borrower and how each of the debts of the borrower rank in relation to each other for payment. As creditors of Elexicon Corporation and Elexicon Energy, the municipal shareholders are required to be signatories to the ICA.

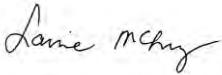
The predecessor Veridian shareholders are signed parties to an existing ICA with the TD Bank, confirming that their promissory notes are subordinated to TD Bank loans and credit facilities. This existing ICA was executed in 2009 when Veridian first borrowed from TD Bank for its capital spending requirements.

The Town of Whitby was not a signed party to an ICA with Whitby Hydro Electric Corporation and TD Bank as the TD Bank held a General Security Agreement (GSA), which had the same effect of confirming that their shareholder promissory notes were subordinated to the debt of TD Bank.



The new ICA is very similar to the existing Veridian ICA and has been thoroughly reviewed and accepted by Elexicon legal counsel.

Elexicon respectfully requests Council to execute the inter-creditor agreement as appended.



Laurie McLorg



Ramona Abi-Rashed

cc

Paul Murphy, Board Chair – Elexicon Energy Inc.  
Norm Fraser – Interim CEO, Elexicon Energy Inc.  
Patrick McNeil – Board Chair – Elexicon Corporation



April 26, 2019

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

Dear Prime Minister:

The Regional  
Municipality of  
Durham

Corporate Services  
Department –  
Legislative Services

605 Rossland Rd. E.  
Level 1  
P.O. Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

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

**RE: Pickering Airport Motion, Our File: D00**

---

Council of the Region of Durham, at its meeting held on April 24, 2019, adopted the following recommendations:

“WHEREAS airports are valuable economic drivers in the development of business, tourism, communities, and the surrounding infrastructure;

AND WHEREAS the Government of Canada has set aside approximately 8,700 acres of land in the City of Pickering to accommodate a future airport;

AND WHEREAS the size of the airport lands is sufficient to accommodate related economic development uses, including transportation/logistic facilities, high-tech enterprises and indoor, year-round agriculture;

AND WHEREAS a model of sustainable airport operations can be the foundation for the contemporary vision of an aerotropolis with a focus on innovation, investment and employment;

AND WHEREAS the airport lands are adjacent to the Pickering Innovation Corridor, about 55 km east of Toronto Pearson International Airport and within an integrated transportation network;

AND WHEREAS the federal government may require that expressions of interest to develop the land should incorporate principles of environmental sustainability through integrated transit, low greenhouse gas emissions, energy and water conservation and resilient building features;

AND WHEREAS the aerospace industry (the fifth largest employer in Canada) is unable to find the land and space needed to expand business operations near Toronto Pearson;

AND WHEREAS the attraction of companies in aviation, aerospace and related services and industries will strengthen business development in Durham Region;

AND WHEREAS an airport in the GTA east would create tens of thousands of high-quality jobs, and attract spinoff businesses and indirect jobs – key to building a prosperous future for the residents of Durham Region and the entire Greater Toronto Area;

AND WHEREAS the Government of Canada’s pending Aviation Sector Analysis is expected to confirm that the airport lands provide the best opportunity to meet the growing demand for air travel and goods movement in the GTA;

NOW THEREFORE IT BE RESOLVED THAT Durham Regional Council advise the Government of Canada that it supports in principle the development of an airport on the dedicated federal lands in the City of Pickering; and

THAT a copy of this resolution be forwarded to the Prime Minister, federal Minister of Transport, all Durham MPs, the Premier of Ontario, all Durham MPPs, all Durham Region municipalities, the Chair of York Region, all York Region municipalities, the Mayor of Toronto, all Durham Region Boards of Trade and Chambers of Commerce, and the Toronto Region Board of Trade.”

*Ralph Walton*

Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/ks

- c: The Honourable Doug Ford, Premier of Ontario
- The Honourable Marc Garneau, Minister of Transport Canada
- Mark Holland, MP (Ajax)
- Erin O’Toole, MP (Durham)
- Jamie Schmale, MP (Haliburton/Kawartha Lakes/Brock)
- Kim Rudd, MP (Northumberland/Peterborough South)
- Dr. Colin Carrie, MP (Oshawa)
- Jennifer O’Connell, MP (Pickering/Uxbridge)
- Celina Caesar-Chavannes, MP (Whitby)
- Rod Phillips, MPP (Ajax)
- Lindsey Park, MPP (Durham)

Laurie Scott, MPP (Haliburton/Kawartha Lakes/Brock)  
David Piccini, MPP (Northumberland/Peterborough South)  
Jennifer French, MPP (Oshawa)  
Peter Bethlenfalvy, MPP (Pickering/Uxbridge)  
Lorne Coe, MPP (Whitby)  
Alexander Harras, Acting Clerk, Town of Ajax  
Becky Jamieson, Clerk, Township of Brock  
Anne Greentree, Clerk, Municipality of Clarington  
Mary Medeiros, Acting Clerk, City of Oshawa  
Susan Cassel, Clerk, City of Pickering  
John Paul Newman, Clerk, Township of Scugog  
Debbie Leroux, Clerk, Township of Uxbridge  
Chris Harris, Clerk, Town of Whitby  
Wayne Emmerson, Chairman and CEO of York Region  
Michael de Rond, Town Clerk, Town of Aurora  
Fernando Lamanna, Municipal Clerk, Town of East Gwillimbury  
John Espinosa, Town Clerk, Town of Georgina  
Kathryn Moyle, Director of Clerks, Township of King  
Martha Pettit, City Clerk, City of Markham  
Lisa Lyons, Town Clerk, Town of Newmarket  
Stephen Huycke, Town Clerk, Town of Richmond Hill  
Todd Coles, City Clerk, City of Vaughan  
Gillian Angus-Traill, Town Clerk, Town of Whitchurch-Stouffville  
John Tory, Mayor of Toronto  
Nicole Gibson, Executive Director, Ajax-Pickering Board of Trade  
Sheila Hall, Executive Director, Clarington Board of Trade  
Nancy Shaw, CEO, Greater Oshawa Chamber of Commerce  
Kenna Kozak, Executive Director, Scugog Chamber of Commerce  
Kevin Alexander, President, Uxbridge Chamber of Commerce  
Natalie Prychitko, CEO, Whitby Chamber of Commerce  
Jan De Silva, President & CEO, Toronto Region Board of Trade  
Elaine Baxter-Trahair, CAO, The Regional Municipality of Durham



April 26, 2019

A. Harras  
Acting Clerk  
Town of Ajax  
65 Harwood Avenue South  
Ajax ON L1S 2H9

The Regional  
Municipality of  
Durham

Corporate Services  
Department –  
Legislative Services

605 Rossland Rd. E.  
Level 1  
P.O. Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

durham.ca

Dear Mr. Harras:

**RE: Durham Vision Zero – A Strategic Road Safety Action Plan  
for the Regional Municipality of Durham (2019-W-27), Our  
File: T02**

---

Council of the Region of Durham, at its meeting held on April 24, 2019, adopted the following recommendations of the Works Committee, as amended:

- “A) That Regional Council endorse a Vision Zero approach to Road Safety for the Regional Municipality of Durham;
- B) That Regional Council endorse the recommended Strategic Road Safety Action Plan goal of a minimum 10 percent reduction in severe (i.e. fatal and injury) collisions within the next five years (2019-2023);
- C) That Regional Council forward a copy of this report to the Local Area Municipalities, including a report substantially in the form of Attachment 1 to Report #2019-W-27 of the Commissioner of Works, in the spirit of mobilizing a concerted effort towards Vision Zero;
- D) That Regional Council direct staff to move forward with the next steps required to implement the Strategic Road Safety Action Plan;
- E) That the Vision Zero Task Force also include a Works Committee representative, a cyclist representative, and a citizen/senior representative; and
- F) That staff report to Council on a semi-annual basis with steps taken towards achieving Vision Zero.”

Please find enclosed a copy of Report #2019-W-27 for your information.

*Ralph Walton*

Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/sp

c: S. Siopis, Commissioner of Works  
R. Jagannathan, Director of Transportation & Field Services



May 1, 2019

Dear Mayor Shaun Collier, Town of Ajax Members of Council,

Last week our members approved a change in our bylaws that would allow a delegate from the Town of Ajax be appointed to our Board. We are pleased to invite you to name a delegate as we would like to ensure that the Town of Ajax is represented on our board and can participate in several initiatives we are exploring including our rebranding.

Thank you for your continued support as it will take all of us to make PARA a success.

Yours Aye

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a long horizontal line extending to the right.

Colin Thomson

905-409-7354

[Colin.thomson@para-rescue.org](mailto:Colin.thomson@para-rescue.org)



The Regional  
Municipality of  
Durham

Corporate Services  
Department –  
Legislative Services

605 Rossland Rd. E.  
Level 1  
P.O. Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

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

THIS LETTER HAS BEEN FORWARDED  
TO THE EIGHT AREA CLERKS

April 26, 2019

Mr. A. Harras  
Acting Clerk  
Town of Ajax  
65 Harwood Avenue South  
Ajax, ON L1S 2H9

Dear Mr. Harras:

**RE: New Regional Smoke-Free By-law (2019-MOH-2)**  
**Our File: P00**

---

Council of the Region of Durham, at its meeting held on April 24, 2019, adopted the following recommendations of the Health and Social Services Committee, which we ask that you present to your Council for consent:

- A) That Regional Council approve and pass the attached new Regional Smoke-Free By-Law in the form appended to Report #2019-MOH-2 of the Commissioner & Medical Officer of Health regulating smoking and vaping in public places and the workplace;
- B) That a copy of the approved Regional Smoke-Free By-law be forwarded to lower-tier municipalities requesting their consent to the passing of the by-law and that notice of such consent be forwarded to the Regional Clerk;
- C) That notice of receipt of a triple majority (passing of the by-law by Regional Council and receipt of notice of consent from at least 50% of the lower-tier municipalities representing at least 50% of the electors) and final passing of the by-law be provided to Regional Council by the Commissioner & Medical Officer of Health through an Information Report to Health and Social Services Committee and Council; and
- D) That with the passing of the Regional Smoke-Free By-Law, upon receipt of the triple majority, By-Law 66-2002, a by-law to Regulate Smoking in Public Places and the Workplace, as amended in 2004 and 2007, is hereby revoked.

If you require this information in an accessible format, please contact 1-800-372-1102 extension 2097.



Attached please find By-law 28-2019, which was passed at the Regional Council meeting on April 24, 2019.

*Ralph Walton*

---

Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/ks

Attachment

c: Dr. Kyle, Commissioner & Medical Officer of Health

**By-law Number 28-2019**  
**of The Regional Municipality of Durham**

Being a by-law to regulate smoking and vaping in public places and in the workplace.

Whereas the *Municipal Act*, 2001, S.O. 2001 c.25 as amended (the "*Municipal Act*") authorizes municipalities to pass by-laws respecting health, safety and well-being of persons within their jurisdiction;

And whereas subsection 115(5) of the *Municipal Act* provides that a regional municipality may pass a by-law regarding the smoking of tobacco or cannabis if a majority of the councils of the lower-tier municipalities within the regional municipality representing a majority of the population of the regional municipality approve the exercise of such powers;

Now therefore, the Council of The Regional Municipality of Durham hereby enacts as follows:

**1. Definitions**

1.1 In this by-law,

- (a) "ashtray" means a receptacle of any type being used for ashes and butts of smoking products;
- (b) "bar" means an establishment licensed by the Alcohol and Gaming Commission of Ontario where persons under 19 years of age are not permitted to enter, either as a patron or as an employee;
- (c) "cannabis" has the same definition as in section 2(1) of the *Cannabis Act* (Canada);
- (d) "casino" means a place which is kept for the purpose of playing a lottery scheme conducted and managed by the Ontario Lottery and Gaming Corporation under the authority of paragraph 207(1)(a) of the Criminal Code;
- (e) "common area" means any indoor area of a building or structure that is open to the public for the purpose of access and includes elevators, escalators, corridors, stairways, passageways, hallways, foyers, parking garages, and space for the receiving or greeting of customers, clients or other persons;
- (f) "designated smoking area" is an outdoor area that may be sheltered with not more than two walls and a roof and must comply with all other applicable rules in the *Smoke-Free Ontario Act, 2017* or this by-law;
- (g) "employee" means a person who performs any work for or supplies any service to an employer with or without compensation and includes owners and volunteers;
- (h) "employer" means a person who, as an owner, manager, contractor, superintendent, or overseer of any activity, business, work, trade, occupation or profession, has control over or direction of, or is indirectly or directly responsible for, the employment or services of an employee;
- (i) "enclosed" means closed in by a roof or ceiling and walls with an appropriate opening or openings for ingress or egress, provided that such openings are kept closed when not in use for such ingress or egress;

- (j) “inspector” means a person appointed by the Region to enforce this by-law;
- (k) “long-term care home” has the same definition as contained in the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8 or any subsequent legislation;
- (l) “Medical Officer of Health” has the same definition as in section 1(1) of the *Health Protection and Promotion Act*;
- (m) “medicinal cannabis” means cannabis prescribed by a health care professional for use in treating and managing illness, the access to which is regulated exclusively by the federal government;
- (n) “municipal building” means any building or structure owned, leased, controlled or used by the Region or any area municipality in the Region including but not limited to libraries, museums, community centres and recreational facilities;
- (o) “no-smoking sign” means a sign at least 10 centimetres in diameter showing an illustration of a black, lit cigarette on a white circle surrounded by a red border with a width equal to one tenth of the diameter, with a red diagonal stroke of the same width crossing over the cigarette from the upper left to the lower portion of the circle;
- (p) “no-vaping sign” means a sign at least 10 centimetres in diameter showing an illustration of a black vape apparatus on a white circle surrounded by a red border with a width equal to one tenth of the diameter, with a red diagonal stroke of the same width crossing over the cigarette from the upper left to the lower portion of the circle;
- (q) “patio” means a restaurant or bar patio is an area that is not an enclosed public place or an enclosed workplace and that meets all the criteria set out in the following subparagraphs:
  1. The public is ordinarily invited or permitted access to the area, either expressly or by implication, whether or not a fee is charged for entry, or the area is worked in or frequented by employees during the course of their employment, whether or not they are acting in the course of their employment at the time.
  2. Food or drink is served or sold or offered for consumption in the area, or the area is part of or operated in conjunction with an area where food or drink is served or sold or offered.
  3. The area is not primarily a private dwelling;
- (r) “post-secondary institution” has the same meaning as educational institution in the *Post-secondary Education Choice and Excellence Act, 2000* S.O. 2000, c.36;
- (s) “proprietor” includes the person or persons who own, occupy, operate, maintain, manage, control or direct the activities carried on within any premises referred to in this by-law;
- (t) “public park” means a municipally owned property containing playgrounds, sports fields, gazebos, covered picnic areas, fountains, splash pads or water parks and the Waterfront Trail or a publicly owned property being used for an outdoor special event with a permit issued by a municipality;
- (u) “public place” means the whole or part of an indoor area of any place that is open to the public or to which the public has access by right, permission or invitation, express or implied, whether by payment of

money or not, and whether publicly or privately owned and includes, without limiting the generality of the foregoing, the indoor area of those places designated as public places in section 2 of this by-law;

- (v) “public transport vehicle” means any vehicle used for transporting the public and includes a bus and a passenger vehicle used for hire such as a taxi or limousine;
- (w) “recreational facility” includes, but is not limited to, an arena, swimming pool, concert hall, theatre, auditorium, gymnasium, museum and art gallery;
- (x) “Region” means the geographic area of the Regional Municipality of Durham or the Regional Municipality of Durham acting as a body corporate, as the context requires;
- (y) “restaurant” means an establishment engaged in the sale and service of food or drink or both food and drink to the public for consumption on the premises but does not include a bar;
- (z) “service line” means a line of two or more persons providing, receiving, or awaiting service of any kind, regardless of whether or not such service involves the exchange of money, including but not limited to sales services, provision of information, transactions or advice and transfers of money or goods;
- (aa) “smoke or smoking” includes but is not limited to the carrying or holding of a lighted cigar, cigarette, pipe, water pipes, hookahs, medicinal cannabis, cannabis, or any other lighted or heated smoking product;
- (bb) “vape or vaping” means the use and/or activation of a vaporizer or inhalant-type device, whether called an electronic cigarette or any other name, that contains a power source and/or heating element designed to heat a substance and produce vapour intended to be inhaled by the user of the device, whether or not the vapour contains nicotine, medicinal cannabis or cannabis; and
- (cc) “workplace” means a building or structure or part thereof in which one or more employees work, including but not limited to amenity areas, corridors, eating areas, elevators, entrances, escalators, exits, foyers, hallways, laundry rooms, lobbies, lounges, meeting rooms, parking garages, reception areas, stairways and washrooms, and includes a public transport vehicle and any other vehicle in which an employee works but does not include a private dwelling.

## **2. No Smoking and/or Vaping in Public Places**

- 2.1 There shall be no smoking or vaping in, or within a 9m radius of any entrance, exit or air intake of, a public place, including but not limited to:
- a) the prohibited places contained within section 12(1) of the *Smoke Free Ontario Act, 2017* S.O. 2017 c.26 or as set out in any subsequent legislation;
  - b) common area;
  - c) public washrooms;
  - d) funeral home;
  - e) racetrack;
  - f) casino;
  - g) bingo hall;
  - h) billiard hall;

- i) bowling alley;
- j) hookah and vape lounges;
- k) restaurant;
- l) bar;
- m) patio;
- n) recreational facility;
- o) service line whether indoors or outdoors;
- p) shopping centres, plazas, and/or malls, and;
- q) public transport vehicle.

2.2 There shall be no smoking or vaping on any portion of the property or grounds of a municipal building.

2.3 There shall be no smoking or vaping on any external portion of the property or grounds of a post-secondary institution, except in a designated smoking/vaping area at least 9m from any entrance, exit or air intake. The inclusion of any designated smoking/vaping area shall be at the individual institution's sole and absolute discretion.

2.4 There shall be no smoking or vaping on any external portion of the property or grounds of a long-term care home except in a designated smoking/vaping area at least 9m from any entrance, exit or air intake. The inclusion of any designated smoking/vaping area shall be at the individual institution's sole and absolute discretion.

2.5 There shall be no smoking or vaping in or within a 20m radius of any public park.

### **3. Smoking and/or Vaping in Workplaces**

3.1 No person shall smoke and/or vape in an enclosed workplace.

3.2 No person shall place an ashtray for the use of smokers in an enclosed workplace.

3.3 No employer shall permit a person to smoke and/or vape in an enclosed workplace.

3.4 No employer shall permit a person to place an ashtray for the use of smokers in an enclosed workplace.

### **4. Signs**

4.1 The proprietor of a public place shall ensure that such public place is posted with no-smoking and no-vaping signs in a conspicuous manner at each entrance to the public place to indicate that smoking and vaping are prohibited.

4.2 Every employer shall ensure that the enclosed workplace is posted with no-smoking and no-vaping signs in a conspicuous manner at each entrance to the workplace to indicate that smoking and vaping prohibited.

### **5. Enforcement**

5.1 The Medical Officer of Health of the Region may, from time to time, appoint inspectors for the purpose of enforcing this by-law.

5.2 An inspector may, at any reasonable time, enter any public place or workplace (other than a private dwelling) without warrant or notice for the purpose of determining whether there is compliance with this by-law.

- 5.3 An inspector may make such examinations, investigations and inquiries as are necessary to determine whether there is compliance with this by-law.
- 5.4 A person has a duty to identify themselves when requested by an inspector.
- 5.5 No person shall hinder, obstruct or interfere with an inspector carrying out an inspection under this by-law.
- 6. Offence**
- 6.1 Any person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine of not more than \$5,000.00 exclusive of costs, as provided in the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.
- 7. Conflict**
- 7.1 If any provision of this by-law conflicts with any Act, regulation or other municipal by-law, the provision that is the most restrictive shall prevail.
- 8. Severability**
- 8.1 If any section of this by-law or parts thereof are found by any Court to be illegal or beyond the power of the Region to enact, such section or parts thereof shall be deemed to be severable and all other sections or parts of this by-law shall be deemed to be separate and independent therefrom and to be enacted as such.
- 9. Legislation**
- 9.1 Any reference in this By-law to all or any part of any statute, regulation, by-law or rule shall, unless otherwise stated, be taken as a reference to that statute, regulation, by-law or rule or the relevant part thereof, amended, replaced or re-enacted from time to time.
- 10. Set Fines**
- 10.1 Set fines for contraventions of this by-law shall be in accordance with Schedule A to this by-law, attached hereto and forming part of this by-law.
- 11. Effective Date**
- 11.1 This by-law shall come into force and effect once a triple majority has been obtained in accordance with section 115(5) of the Municipal Act, 2001.
- 11.2 That by-law 66-2002 shall be repealed on the date this by-law comes into force and effect.

This By-law Read and Passed on the 24<sup>th</sup> day of April, 2019.

---

J. Henry, Regional Chair and CEO

---

R. Walton, Regional Clerk

**Schedule A**

**Set Fine Schedule**

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision	COLUMN 3 Set Fine (Includes costs)
1	Smoke in a prohibited place	*	*
2	Vape in a prohibited place	*	*
3	Smoke in an enclosed workplace	*	*
4	Vape in an enclosed workplace	*	*
5	Place ashtray in an enclosed workplace	*	*
6	Failure to prohibit persons from smoking in an enclosed workplace	*	*
7	Failure to prohibit persons from vaping in an enclosed workplace	*	*
8	Failure to prohibit persons from placing ashtrays in an enclosed workplace	*	*
9	Failure to post No Smoking signs in a public place	*	*
10	Failure to post No Vaping signs in a public place	*	*
11	Failure to post No Smoking signs in an enclosed workplace	*	*
12	Failure to post No Vaping signs in an enclosed workplace	*	*
13.	Obstruct Inspector	*	*

Note: The penalty provision for the offences indicated above is Section 10 of the By-law.

\* These fields will be determined by the Regional Senior Justice of Central Ontario at a later date.



The Regional  
Municipality of  
Durham

Corporate Services  
Department –  
Legislative Services

605 Rossland Rd. E.  
Level 1  
P.O. Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

durham.ca

May 6, 2019

Mr. A. Harras  
Acting Clerk  
Town of Ajax  
65 Harwood Avenue South  
Ajax, ON L1S 2H9

Dear Mr. Harras:

**RE: Recommendation to Postpone “Come into Force” date of  
the Construction Act, Our File: C00**

---

Council of the Region of Durham, at its meeting held on April 24, 2019, adopted the following recommendations of the Finance and Administration Committee:

- A) That the Regional Chair, in consultation with Corporate Services – Legal Services Division, be authorized to write to the Attorney General and request that:
- i. the implementation of the prompt payment scheme and the implementation of a mandatory adjudication system in the Construction Act, R.S.O 1990 c. C.30 originally scheduled to come into force on October 1, 2019 be delayed until one year following the establishment of the Authorized Naming Authority; and
  - ii. the Province undertake to provide Municipalities with training and/or guidance on the implementation of prompt payment and adjudication for the protection and preservation of present and future public projects; and



- B) That the Regional Clerk be directed to send a copy of Report #2019-A-15 of the Commissioner of Corporate Services, any related resolution of Regional Council and the Regional Chair's letter referenced above, to all area municipalities for them to endorse and/or prepare their own letters to the Attorney General in respect of delaying the implementation of the prompt payment and mandatory adjudication system.

*Cheryl Bandel*  
For: Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/ks

Attachment

- c: D. Beaton, Commissioner of Corporate Services  
E. Baxter-Trahair, CAO



May 9, 2019

Mr. A. Harras  
Acting Clerk  
Town of Ajax  
65 Harwood Avenue South  
Ajax, ON L1S 2H9

Dear Mr. Harras:

The Regional  
Municipality of  
Durham

Corporate Services  
Department –  
Legislative Services

605 Rossland Rd. E.  
Level 1  
P.O. Box 623  
Whitby, ON L1N 6A3  
Canada

905-668-7711  
1-800-372-1102  
Fax: 905-668-9963

durham.ca

**RE: Approval in Principle of the Durham Community Energy  
Plan (2019-A-18), Our File: D19**

---

Council of the Region of Durham, at its meeting held on April 24, 2019, adopted the following recommendations of the Finance and Administration Committee:

- A) That Report #2019-A-18 of the Director of Corporate Policy and Strategic Initiatives be endorsed to approve in principle the DCEP and that it be referred to local municipal councils and local energy utilities for their review and approval in principle;
- B) That staff be directed to incorporate the relevant elements of the DCEP related to land-use planning into the new Regional Official Plan through Envision Durham – Municipal Comprehensive Review process; and
- C) That staff be authorized to further develop the details of the six programs recommended in the DCEP and bring them forward for individual approval to proceed with implementation.

Please find enclosed a copy of Report #2019-A-18 for your consideration (see recommendation A)).

*Cheryl Bandel*

---

For: Ralph Walton,  
Regional Clerk/Director of Legislative Services

RW/ks

Attachment

- c: S. Austin, Director of Corporate Policy and Strategic Initiatives
- B. Kelly, Manager of Sustainability



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

For consideration by the Council of the Town of Ajax on May 21, 2019

The Community Affairs and Planning Committee met at 7:00 p.m. on May 6, 2019

Present: Regional Councillor S. Lee, Chair  
Regional Councillor M. Crawford  
Regional Councillor J. Dies  
Councillor R. Tyler Morin  
Councillor A. Khan  
Councillor L. Bower  
Mayor S. Collier

---

The Community Affairs & Planning Committee recommends as follows:

**3. Adoption of Minutes**

Moved by: S. Collier  
Seconded by: M. Crawford

That the Minutes of the Community Affairs and Planning Committee Meeting held on February 4, 2019 be adopted.

CARRIED

**4. Public Meetings**

**4.1 Official Plan Amendment Application OPA16-A2  
Zoning By-law Amendment Application Z7/16  
Site Plan Application SP6/16  
Claremont Storehouse Inc.  
305 Achilles Road**

Moved by: S. Collier  
Seconded by: R. Tyler-Morin

1. That Official Plan Amendment OPA16-A2, submitted by Claremont Storehouse Inc., be approved and that staff be authorized to forward the amendment to Council for its consideration at a future Council meeting, as provided within Attachment 1 to this report; and
2. That Zoning By-law Z7/16, submitted by Claremont Storehouse Inc., be approved and that staff be authorized to prepare and forward the implementing zoning by-law to Council for its consideration at a future Council meeting, as provided within Attachment 2 to this report.

CARRIED

**4.2 Official Plan Amendment Application OPA18-A1  
Zoning By-law Amendment Application Z2/18  
2613628 Ontario Ltd.  
105 Rossland Road West**

Main Motion

1. That Official Plan Amendment OPA18-A1, submitted by 2613628 Ontario Ltd., be approved and that staff be authorized to prepare and forward the amendment to Council for its consideration at a future Council meeting, as provided within Attachment 1 to this report; and
2. That Zoning By-law Amendment Z2/18, submitted by 2613628 Ontario Ltd., be approved and that staff be authorized to prepare and forward the implementing zoning by-law to Council for its consideration at a future Council meeting, as provided within Attachment 2 to this report.

Amendment

Moved by: S. Collier  
Seconded by: M. Crawford

3. That Staff be directed to bring the Site Plan and a staff report to either the June 3, 2019 or September 3, 2019 Community Affairs & Planning Committee meeting for approval.

CARRIED

Main Motion as Amended

Moved by: M. Crawford  
Seconded by: A. Khan

1. That Official Plan Amendment OPA18-A1, submitted by 2613628 Ontario Ltd., be approved and that staff be authorized to prepare and forward the amendment to Council for its consideration at a future Council meeting, as provided within Attachment 1 to this report; and
2. That Zoning By-law Amendment Z2/18, submitted by 2613628 Ontario Ltd., be approved and that staff be authorized to prepare and forward the implementing zoning by-law to Council for its consideration at a future Council meeting, as provided within Attachment 2 to this report.
3. That Staff be directed to bring the Site Plan and a staff report to either the June 3, 2019 or September 3, 2019 Community Affairs & Planning Committee meeting for approval.

CARRIED

**5. Presentations / Reports**

**5.1 Town of Ajax Integrated Transportation Master Plan**

Moved by: J. Dies  
Seconded by: R. Tyler-Morin

- 1) That Council approve the Town of Ajax Integrated Transportation Master Plan prepared by WSP, dated April 2019;
- 2) That a copy of this report be circulated to the Region of Durham, City of Pickering and Town of Whitby

CARRIED

**6. Adjournment (10:00 p.m.)**

Moved by: M. Crawford  
Seconded by: L. Bower

That the May 6, 2019 meeting of the Community Affairs and Planning Committee be adjourned.

CARRIED

S. Lee, Chair



**TOWN OF AJAX  
REPORT OF THE GENERAL GOVERNMENT COMMITTEE**

For consideration by the Council of the Town of Ajax on May 21, 2019

The General Government Committee met at 1:00 p.m. on May 13, 2019

Present: Councillor A. Khan, Chair  
Regional Councillor M. Crawford  
Regional Councillor L. Lee  
Regional Councillor J. Dies  
Councillor R. Tyler Morin  
Councillor L. Bower  
Mayor S. Collier

---

The General Government Committee recommends as follows:

**3. Adoption of Minutes**

**3.1 Regular Meeting**

Moved by: S. Lee

That the Minutes of the regular meeting of the General Government Committee held on April 8, 2019 be adopted.

CARRIED

**3.2 Closed Session**

Moved by: L. Bower

That the Minutes of the Closed Session of the General Government Committee held on April 8, 2019 be adopted.

CARRIED

**4. Consent Agenda**

**4.1 2019 Downtown BIA Budget and Tax Levy**

Moved by: M. Crawford

That Council approve the 2019 Downtown BIA annual budget in the amount of \$27,000.00 and that the amount of \$21,942.26 be raised by taxation.

CARRIED

**4.2 2019 Pickering Village BIA Budget and Tax Levy**

Moved by: M. Crawford

That Council approve the 2019 Pickering Village BIA annual budget in the amount of \$50,000.00 and that the amount of \$44,942.33 be raised by taxation.

CARRIED

**4.3 Development Charge Reserve Funds – Treasurer’s Annual Statement**

Moved by: M. Crawford

That the report “2018 Development Charge Reserve Funds – Treasurer’s Annual Statement” be received for information.

CARRIED

**4.4 2018 Federal Gas Tax Funding – Annual Report**

Moved by: S. Collier

That the report “2018 Federal Gas Tax Funding – Annual Report” be received for information.

CARRIED

**4.5 Capital Account Closing Report, December 31, 2018**

Moved by: M. Crawford

1. That Council receive the Capital Account Closing Report as of December 31, 2018 for information.
2. That funding transfers to/from the Reserves / Reserve Funds from the December 31, 2018 Capital Account Closings, in accordance with the Policies of the Financial Sustainability Plan, be approved as follows:

Reserve / Reserve Fund	Transfers to	Transfers from	Net Transfer
Capital Contingency Reserve		\$289,647.54	\$289,647.54
Building Maintenance Reserve	(\$61,693.41)	828.48	(\$60,864.93)
Roads Maintenance Reserve	(\$549,039.23)		(\$549,039.23)
General Infrastructure Reserve	(\$195,276.27)		(\$195,276.27)
Federal Gas Tax Reserve Fund		\$1,068.38	\$1,068.38
Strategic Initiatives Reserve	(\$88,902.22)	\$40,411.66	(\$48,490.56)
Vehicle/Equipment Replacement Reserve	(\$80,029.13)	\$43,494.97	(\$36,534.16)
Development Reserve	(\$125,606.26)		(\$125,606.26)
Storm Water Reserve	(\$67,541.07)		(\$67,541.07)
Total Transfers	(\$1,168,087.59)	\$375,451.03	(\$792,636.56)

CARRIED

**4.6 Contract Award – Supply & Delivery ~ Janitorial Supplies**

Moved by: M. Crawford

1. That Council award the contract for the Supply & Delivery ~ Janitorial Supplies, to Swish Maintenance Ltd in the estimated amount of \$388,130.80 (inclusive of all taxes), for a period of three years.
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 \$270,514.23 (inclusive of all taxes).

CARRIED

**4.7 Contract Award – Range Road Reconstruction**

Moved by: J. Dies

1. That Council award the contract for Range Road Reconstruction to Mar-King Construction Company Ltd. in the amount of \$1,461,884.76 (inclusive of all taxes).
2. That Council approve the following funding, to be allocated to Capital Account No. 997111:

Development Charges Reserve Fund	\$ 53,294.80
Development Reserve	<u>\$ 38,583.88</u>
Total	<u>\$ 91,878.68</u>

CARRIED

**4.8 Contract Award – T19008 Neighbourhood Streetlight Improvements – Clements Road**

Moved by: M. Crawford

That Council award the contract for Neighbourhood Streetlight Improvements – Clements Road to Dundas Power Line Ltd. in the amount of \$297,952.75 (inclusive of all taxes.)

CARRIED

**4.9 Contract Award – Supply & Delivery ~ Municipal Vehicles**

Moved by: M. Crawford

1. That Council award the contract for the supply and delivery of (2) 2500 Crew Cab Pickups, (2) 4500 Crew Cab Stake Trucks, (1) 1500 Crew Cab Pickup, (1) 1500 Regular Cab Pickup to Fraser Durham Chrysler Dodge Jeep Ram Inc. in the amount of \$447,504.30 (inclusive of all taxes).
2. That Council award the contract for the supply and delivery of (1) Passenger Van Trucks to Downtown Autogroup in the amount of \$41,099.23 (inclusive of all taxes).



3. That Council approve funding of \$27,732.97 to be allocated to Capital Account No: 1008111 from Vehicle/Equipment Replacement Reserve.

CARRIED

#### 4.10 Amendments to Building By-law 37-2018

Moved by: M. Crawford

1. That the attached amended Building By-law, being a by-law respecting construction, demolition, change of use, permits, and inspections be endorsed.
2. That staff be authorized to prepare and forward the implementing Building By-law to Council for consideration at the May 21, 2019 meeting.

CARRIED

#### 4.11 Facility Usage – 2018

Moved by: S. Collier

That the report entitled Facility Usage – 2018, dated May 13, 2019 be received for information.

CARRIED

#### 4.12 2018-2019 Accessibility Plan Status Update

Moved by: M. Crawford

That this report and the 2018/2019 Accessibility Plan Status Update, included as ATT-1, be received for Information.

CARRIED

#### 4.13 By-law Levels of Service

Moved by: S. Collier

1. That the report “By-Law Levels of Service” be received for information; and,
2. That the various levels of service outlined therein be confirmed.

CARRIED

### 5. Discussion

#### 5.1 Riverside Drive – Review of Proposed Bike Lanes

##### Motion to Reconsider

Moved by: M. Crawford

That committee reconsider the matter regarding proposed bike lanes on Riverside Drive, last considered at the Meeting of Council on January 30, 2017

CARRIED on 2/3rds

Moved by: M. Crawford

That Council authorize staff to implement the Riverside Drive curb-to-curb cross-section, detailed within Figure 3 of the staff report, at the locations referenced within Figure 5, detailing the location of permitted on-street parking.

CARRIED

## **6. Presentations**

### **6.1 Financial Assistance and Affordable Access to Recreation Programs**

Moved by: S. Lee

That the presentation be received for information.

CARRIED

## **Closed Session (2:55 p.m.)**

### **7. Authority to hold a Closed Session**

Moved by: R. Tyler Morin

That the Committee convene to a Closed Session pursuant to Section 239 (2) (b) of the *Municipal Act, 2001*, as amended, to discuss matters pertaining to a personal matter about an identifiable individual, including municipal or local board employees

CARRIED

#### **7.1 Nomination to the Durham Environmental Advisory Committee**

#### **7.2 Personnel Matter**

## **Open Meeting (3:28 p.m.)**

### **7.1 Nomination to the Durham Environmental Advisory Committee**

Moved by: S. Collier

That Council nominate Matt Thompson for appointment to the Durham Environmental Advisory Committee.

CARRIED

## **Ratify Actions Taken In Closed Session**

Moved by: S. Lee

That all direction approved in the Closed Session be ratified.

CARRIED

Motion to Suspend the Rules of Procedure

Moved by: S. Lee

That the rules of procedure be suspended in order to allow two additional items from the Planning and Development Department.

CARRIED on 2/3rds

**5.2 Phosphorous Reduction Action Plan Update**

Moved by: S. Lee

That the verbal update be received for information.

CARRIED

**5.3 Update on Bill 108 - *More Homes, More Choices Act***

Moved by: L. Bower

That the verbal update be received for information.

CARRIED

**8. Adjournment (4:09 p.m.)**

Moved by: S. Lee

That the May 13, 2019 meeting of the General Government Committee be adjourned.

CARRIED

A. Khan, Chair

# Town of Ajax

## Summary of Advisory Committee Activities



**Report To:** Council

**Prepared By:** Sarah Moore, Committee & Accessibility Coordinator

**Date of Meeting:** May 21, 2019

---

### Accessibility Advisory Committee Meeting – April 17, 2019

#### Meeting Highlights

- Sarah Moore, Committee & Accessibility Coordinator, discussed the updated events schedule for **National AccessABILITY Week, May 26 – June 1 2019**. Activities include film screenings, a flag raising, school presentation with WindReach Farms and the Ajax Public Library, staff accessible document training, an accessible meetings and events workshop, and accessibility fair. Members provided updates on invitations to organizations taking part in the fair.
- The Committee reviewed the Town's Community Events Calendar and selected which dates and events to take part in with an information station.
- Sarah Moore, Committee & Accessibility Coordinator, presented the **2018-2019 Accessibility Plan update**. She highlighted accessibility achievements within the organization over the past year and identified several projects for completion in the near future.

#### Recommendations

##### 4.3 2018-2019 Accessibility Plan Status Update

Moved By: H. Steeves  
Seconded By: A. Khan

That 2018-2019 Accessibility Plan Status Update be received for Information.

CARRIED

### Heritage Advisory Committee Meeting – May 1, 2019

#### Meeting Highlights

- Michael Sawchuck, Senior Planner, delivered a presentation on **Architectural Styles**. Members were quizzed on their knowledge.
- Brenda Kriz, Records & FOI Coordinator led Members on a **tour of the Ajax Archives**.
- The Committee discussed concerns relative to site conditions at the **Elizabeth Street Cemetery**.

## Town of Ajax Regional Councillor Report



**Report To:** Council

**Prepared By:** Regional Councillors

**Date of Meeting:** May 21, 2019

---

### **Regional Council Highlights: Vision Zero**

The Regional Manager of Traffic provided a presentation on “Vision Zero - A Strategic Road Safety Action Plan” for Durham Region. The vision is that zero people are killed or injured across all modes of transportation with the goal of a 10% reduction in fatal and injury collisions over a 5 year period.

The report outlined 8 areas of concern (areas of emphasis) based on public opinion and collision data. The most common type of collisions occur at intersections followed by aggressive driving.

The 8 Emphasis Areas include: intersections, aggressive driving, distracted driving, young drivers, pedestrians, impaired drivers, commercial vehicles, and cyclists (with a special awareness placed on school zones).

Overall, fatalities on roads in the province have been decreasing, even as the number of drivers has increased. The Region has generally followed the same trend seen across Ontario and Canada. Vehicle design, seatbelt use, impaired driving campaigns and improvement in road design have all contributed to this decline.

The Region’s 2019 budget identifies operating and capital funding for Vision Zero.

### **Changes to the Provincial Construction Act**

Regional Council approved a recommendation from the Finance and Administration Committee authorizing the Regional Chair to write the Ministry of the Attorney General in support of Association of Municipalities of Ontario (AMO)’s position, requesting the province to postpone the implementation of certain changes under the Construction Act, which comes into effect October 1, 2019.

The changes include a prompt payment scheme, adjudication of construction disputes and lien claims against municipalities.

Municipal governments including Durham Region will require time after the changes come into effect October 1st and are requesting the date be delayed until February 1, 2020. They are also requesting that the Province provide municipalities with training for protection and preservation of present and future public projects.

### **Durham Community Energy Plan**

The DCEP was approved in principle and referred to local municipalities and energy utilities for their review and approval.

Relevant land-use planning elements will be incorporated into the new Official Plan through the “Envision Durham”- Municipal Comprehensive Review Process. Staff will further develop the details of the six programs recommended in the DCEP and will bring them forward for individual approval and implementation:

- 1) Durham Green Standard: Enhanced energy performance for new buildings
- 2) Durham Deep Retrofit Program: Transforming existing buildings
- 3) Renewable Energy Cooperative: Stimulating local renewable energy projects
- 4) Electric Vehicle Joint Venture: Happy motoring
- 5) Education and Outreach Program: Engaging the community
- 6) Coordinating Land-use Policies: Sustainable growth

Developing an energy plan required modeling and analysis which included 3 scenarios: Business as Usual, Business as Planned and Low Carbon Pathway.

The assumptions defining the scenarios, and data on Durham’s projected growth in population, households, employment and development patterns were entered into the “CityInSight” model for a detailed picture of Durham’s energy system and economy.

Each of the scenarios was then analyzed for a common set of outcomes such as energy consumption, costs, emissions, economic and employment implications. Based on these outcomes the Low Carbon Pathway was selected as the preferred scenario.

### **Smoke Free By-Law**

The new Regional Smoke Free By-Law was approved and will be forwarded to lower tier municipalities for approval. This requires support from 50% of municipalities representing at least 50% of the electors - a triple majority.

The new by-law will regulate smoking in public places, including cigarettes, cigars, pipes, water pipes, hookahs, cannabis, medicinal cannabis, or any other lighted or heated smoking product and vaping of any substance.

It expands the list of prohibited spaces, including college and university campuses, the Waterfront Trail, regional and municipal buildings and surrounding properties.

## **Planning and Economic Development Committee Highlights: Public Information Meetings:**

### **Rural Water and Sanitary Sewer Service Connections - PASSED**

- Council directed staff to initiate a process to amend the Region Official Plan (ROP) to enable consideration of requests for service connections to properties abutting existing municipal services outside the Urban Area.
  - Service Extension: a new sanitary sewer and/or watermain (Ontoro)
  - Service Connection: a connecting pipe from a sanitary sewer and/or watermain to the abutting property line (water across the street)

### **Considerations:**

- **Provincial Policy Statement**
  - Focuses growth and development within settlement areas
  - Directs growth and development that promotes optimization of municipal services
  - Includes policies related to partial services
- **Greenbelt Plan**
  - Extension only permitted in case of health issues or to service existing uses and the expansion thereof, adjacent to the settlement area
  - Where water service exist outside of the settlement area, existing uses may be connected
- **Regional Official Plan**
  - Rural Settlements - privately serviced. Extension of services/new services:
    - Where it is deemed necessary
    - Adhering to policies of the Greenbelt Plan
    - Require defined studies
  - Hamlet principles of development - preservation, cultural attributes and historic heritage
  - Private well contamination in Rural Settlements
- **Next Steps:**
  - Complete public and agency consultation process
  - Review comments from agencies and the public
  - Report back with a recommendation to the Planning and Economic Development Committee in Fall 2019

## **Application to Amend the Durham Regional Official Plan (Beverly Turf Farms) - PASSED**

### **Presentations:**

#### **Carruthers Creek Watershed Plan:**

- 3,748 Hectares, 2-3km in width, 18km in length
- 41,000 residents
- Majority protected Countryside of Provincial Greenbelt between Hwy 7 & Taunton Rd.
  
- Update to the 2003 Watershed Plan (Duffins and Carruthers) --> 2015-2016: Existing Conditions of watershed field work --> Fall 2017: Phase 1 Completed --> Jan 2018: Phase 2 Initiated --> Sept 2018: Land Use Scenarios developed, modelling/evaluation --> Sept 2019: Management Recs drafted with public consultation --> **Dec 2019: Draft of plan completed with public consultation**
  
- Introduction to Phase 2
  - Develop Management Recommendations
  - Deliver the complete Watershed Plan
  
- Vision Statement:
  - Carruthers Creek watershed is a healthy and resilient natural system that is managed through partnerships to balance resource protection with human activity. Sound science and best management practices will protected and restore

#### **Climate Change & Sustainability Discussion Paper**

- Review and Comment by Lower Tier Municipalities, Conservation Authorities and Stakeholders
- Highlights trends and potential strategic directions
- Required Policies (Climate Change, Growth Plan)
- GHG Reduction Strategies
- GHG Inventories
- Interim and long-term GHG reduction targets
- Policy Considerations
  - Built Form
  - Transportation
  - Energy
  - Natural Environment



# **The Corporation of the Town of Ajax**

## **May 21, 2019**

### **Motion**

---

#### **Regional Government Review**

Introduced by: S. Collier

WHEREAS the Government of Ontario is undertaking a Regional Government Review to examine governance, decision-making, and service delivery functions of Ontario's 8 regional municipalities, Simcoe County, and all respective lower-tier municipalities;

AND WHEREAS the Regional Municipality of Durham ("the Region") and its 8 lower-tier municipalities continue to be leaders and advocates for good governance in the municipal sector, as is evidenced by the Region's decision to engage voluntarily in the 2015 Regional Council Composition Review, and the decision of Durham voters to elect the position of Regional Chair as of 2014;

AND WHEREAS there is a strong and proven relationship between the Region and its lower-tier municipalities in Durham, and the double-direct voting system ensures that members of both local and regional councils are well informed about all issues and concerns impacting residents;

AND WHEREAS Ajax Council ("the Town") agrees that there are opportunities for transfer of services and/or better service alignment between the Town and the Region to increase efficiencies for residents and businesses;

AND WHEREAS Ajax Council is confident that, through the Regional Government Review, the Province of Ontario will respect municipal autonomy, identity and representation;

NOW THEREFORE BE IT RESOLVED THAT Ajax Council supports a continued two-tier municipal structure and double-direct voting system and governance model throughout Durham Region, noting that the Town is open to improving the alignment of services between the upper- and lower-tiers in order to achieve increased efficiencies;

AND THAT this resolution be distributed to all Durham Region municipalities, the Region of Durham, the Regional Government Review Advisors, Minister Steve Clark, MPP Rod Phillips, and all Durham Region MPPs.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 27-2019**

Being a By-Law to authorize the execution of an Agreement with Elexicon Corporation, Elexicon Energy Inc., the City of Pickering, the Municipality of Clarington, the City of Belleville, the Town of Whitby and the Toronto Dominion Bank (Inter-Creditor Agreement)

WHEREAS the Corporation of the Town of Ajax deems it expedient to enter into an agreement with Elexicon Corporation, Elexicon Energy Inc., the City of Pickering, the Municipality of Clarington, the City of Belleville, the Town of Whitby and the Toronto Dominion Bank for the purposes of Inter-creditor agreement;

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

1. That the Town of Ajax do enter into that certain Agreement with Elexicon Corporation, Elexicon Energy Inc., the City of Pickering, the Municipality of Clarington, the City of Belleville, the Town of Whitby and the Toronto Dominion Bank in the form attached hereto as Appendix 'A'.
2. That the Mayor and Clerk 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  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

---

Mayor

---

Acting Clerk

**AMENDED AND RESTATED INTER-CREDITOR AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_ day of April, 2019.

BETWEEN:

**THE TORONTO-DOMINION BANK**, a Canadian chartered bank

(herein called the “**Senior Creditor**”)

- and -

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON**, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Clarington**”)

- and -

**THE CORPORATION OF THE TOWN OF AJAX**, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Ajax**”)

- and -

**THE CORPORATION OF THE CITY OF PICKERING**, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Pickering**”)

- and -

**THE CORPORATION OF THE CITY OF BELLEVILLE**, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Belleville**”)

- and -

**THE CORPORATION OF THE TOWN OF WHITBY**, a municipal corporation existing under the laws of the Province of Ontario

(herein called “**Whitby**”)

- and -

**ELEXICON CORPORATION**, a corporation amalgamated under the laws of the Province of Ontario

(herein called “**Parent Borrower**”)

- and -

**ELEXICON ENERGY INC.**, a corporation amalgamated under the laws of the Province of Ontario

(herein called “**Regulated Borrower**”)

**WHEREAS** the Obligors and certain of the Creditors are party to an inter-creditor agreement dated December 23, 2009 (as amended prior to the date hereof, the “**Existing ICA**”);

**AND WHEREAS** the Obligors and the Creditors wish to amend and restate the Existing ICA on the terms and conditions set forth herein;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants herein contained and other good and valuable consideration, given by each of the parties hereto (the receipt and sufficiency of which are hereby acknowledged by all of the parties hereto), the parties hereto hereby agree with each other as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions.**

The following defined terms shall for all purposes of this agreement, or any amendment hereto, have the following respective meanings unless the context otherwise specifies or requires or unless otherwise defined herein:

“**Business Day**” means any day other than a Saturday or Sunday on which banks are generally open for business in Toronto, Ontario.

“**Credit Agreements**” means the Parent Borrower Credit Agreement and the Regulated Borrower Credit Agreement and “**Credit Agreement**” means either of them.

“**Creditors**” means the Senior Creditor and the Subordinated Creditors and “**Creditor**” means any of the Creditors.

“**Default**” means any of the events of default specified in any Loan Agreement entitling a Creditor to demand or accelerate payment of any Obligations.

“**Demand**” means any notification by any of the Creditors to either Obligor of a demand for payment under any Loan Agreement.

“**Insolvency Legislation**” means the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy Code* (United States) and any similar statute or law in any jurisdiction.

“**Loan Agreements**” means the Senior Loan Agreements and the Subordinated Loan Agreements and “**Loan Agreement**” means any one of the Loan Agreements.

“**Obligations**” means Senior Obligations and the Subordinated Obligations.

“**Obligors**” means the Parent Borrower and the Regulated Borrower.

“**Parent Borrower Credit Agreement**” means the credit agreement made as of April \_\_\_, 2019 between the Parent Borrower and the Senior Creditor, as the same may be amended, modified, supplemented or replaced from time to time.

“**Regulated Borrower Credit Agreement**” means the credit agreement made as of April \_\_\_, 2019 between the Regulated Borrower and the Senior Creditor, as the same may be amended, modified, supplemented or replaced from time to time.

“**Senior Loan Agreements**” means all documents, instruments and agreements evidencing the Senior Obligations, including, without limitation, the Credit Agreements.

“**Senior Obligations**” means all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Parent Borrower or Regulated Borrower to the Senior Creditor or remaining unpaid by the Parent Borrower or Regulated Borrower to the Senior Creditor under or in connection with the Senior Loan Agreements.

“**Subordinated Creditors**” means Clarington, Ajax, Pickering, Whitby and Belleville.

“**Subordinated Loan Agreements**” means any agreement entered into from time to time between either Obligor and any of the Subordinated Creditors evidencing any Subordinated Obligations, including, without limitation, the following:

- (a) the fifth amended and restated term promissory note in the principal amount of \$5,966,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Clarington;
- (b) the fifth amended and restated term promissory note in the principal amount of \$5,588,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Belleville;

- (c) the fifth amended and restated term promissory note in the principal amount of \$14,060,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Ajax;
- (d) the fifth amended and restated term promissory note in the principal amount of \$17,974,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Pickering;
- (e) the seventh amended and restated term promissory note in the principal amount of \$2,206,000 dated April 1, 2019 and made by the Parent Borrower in favour of Belleville;
- (f) the seventh amended and restated term promissory note in the principal amount of \$5,550,000 dated April 1, 2019 and made by the Parent Borrower in favour of Ajax;
- (g) the seventh amended and restated term promissory note in the principal amount of \$7,095,000 dated April 1, 2019 and made by the Parent Borrower in favour of Pickering;
- (h) the seventh amended and restated term promissory note in the principal amount of \$2,355,000 dated April 1, 2019 and made by the Parent Borrower in favour of Clarington;
- (i) the first amended and restated term promissory note in the principal amount of \$1,460,300 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (j) the first amended and restated term promissory note in the principal amount of \$5,061,000 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (k) the first amended and restated term promissory note in the principal amount of \$21,816,642 dated April 1, 2019 and made by the Regulated Borrower in favour of Whitby;
- (l) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Clarington in respect of the Subordinated Loan Agreement referred to in paragraph (a) of this definition;
- (m) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Belleville in respect of the Subordinated Loan Agreement referred to in paragraph (b) of this definition;
- (n) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Ajax in respect of the Subordinated Loan Agreement referred to in paragraph (c) of this definition;

- (o) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Pickering in respect of the Subordinated Loan Agreement referred to in paragraph (d) of this definition;
- (p) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (i) of this definition;
- (q) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (j) of this definition; and
- (r) the guarantee dated April 1, 2019 made by Elexicon Corporation in favour of Whitby in respect of the Subordinated Loan Agreement referred to in paragraph (k) of this definition.

**“Subordinated Obligations”** means all indebtedness, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by either Obligor to any of the Subordinated Creditors or remaining unpaid by either Obligor to any of the Subordinated Creditors under or in connection with the Subordinated Loan Agreements.

## **1.2 Other Usages.**

References to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Inter-Creditor Agreement and not to any particular Article, Section or other subdivision of this Inter-Creditor Agreement. Any references to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Inter-Creditor Agreement as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

## **1.3 Plural and Singular.**

Where the context so requires, words importing the singular number shall include the plural and vice versa.

## **1.4 Headings.**

The division of this agreement into Articles, Sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

## **1.5 Applicable Law.**

This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any legal action or proceeding with respect to this agreement may be brought in the courts of the Province of Ontario and, by execution and delivery of this agreement, the parties hereby accept for themselves and in respect of their property, generally and unconditionally, the non-exclusive

jurisdiction of the aforesaid courts. Each party irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party to the address prescribed by Section 6.11, such service to become effective five Business Days after such mailing. Nothing herein shall limit the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

**1.6 Time of the Essence.**

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

**1.7 Paramountcy.**

In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of any other agreement (including, for certainty, the Subordinated Loan Agreements) which is referred to herein or delivered pursuant hereto, the provisions of this agreement shall prevail and be paramount.

**1.8 No Rights Conferred on the Obligors.**

Nothing in this agreement shall be construed as conferring any rights upon the Obligors or any third party. The terms and conditions hereof are and shall be for the sole and exclusive benefit of the Creditors.

**ARTICLE 2  
CONSENT**

**2.1 Consent of Creditors.**

Each Creditor consents to the incurring of the Obligations by the Obligors and waives any Default that the incurring of the Obligations may have constituted under the terms of the Loan Agreements.

**ARTICLE 3  
PRIORITY OF OBLIGATIONS**

**3.1 Priority of Obligations.**

Except as otherwise expressly provided in Section 3.3, the Subordinated Obligations shall be and are hereby postponed and made subordinate in right of payment to the prior payment in full in cash of the Senior Obligations.

**3.2 Prohibited Payments to Subordinated Creditors.**

Except as otherwise expressly provided in Section 3.3, the Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept and shall not be entitled to accept, any payment or prepayment of principal, interest or other amount under the



Subordinated Loan Agreements, whether in the form of cash, securities or otherwise and whether by way of payment, set off or otherwise.

### **3.3 Permitted Payments to the Subordinated Creditors.**

So long as no Bank Default Notice (as defined below) has been sent by the Senior Creditor and continues to be effective or no Default would result directly or indirectly from any payment described below, as between the parties hereto, the Obligors shall be permitted to pay the Subordinated Creditors and the Subordinated Creditors shall be permitted to receive, regularly scheduled payments on account of interest (but not principal) in accordance with the Subordinated Loan Agreements.

If a Default occurs and a notice of such Default (a “**Bank Default Notice**”) is sent by or on behalf of the Bank to the Obligors and the Subordinated Creditors, the payments otherwise permitted under this Section 3.3 shall not be permitted to be made or received from the date of the Bank Default Notice until such time as the Default which is the subject of such Bank Default Notice has been cured or waived.

### **3.4 Certain Covenants of Subordinated Creditors.**

The Subordinated Creditors shall not and shall not be entitled to without the Senior Creditor’s prior written consent:

- (a) accelerate the time for payment of any of the Subordinated Obligations or otherwise enforce or take any action to enforce payment of all or any part of the Subordinated Obligations, whether by way of set off or otherwise, unless and until all indebtedness of the Obligors to the Senior Creditor under or in connection with the Credit Agreements has become immediately due and payable pursuant to the terms thereof;
- (b) petition either of the Obligors into bankruptcy or initiate any similar proceeding under any applicable Insolvency Legislation;
- (c) amend, alter or otherwise modify the Subordinated Loan Agreements in a manner that may reasonably be expected to adversely impact the Senior Creditor; or
- (d) hold or obtain any security from the Obligors or any person on their behalf, for payment or performance of the Subordinated Obligations.

### **3.5 Distributions.**

To the extent not otherwise permitted under the Credit Agreement, the Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept nor be entitled to accept the payment of any dividends or other distribution on or in respect of any shares in the capital of the Obligors.

The Obligors shall not make nor be entitled to make, and the Subordinated Creditors shall not accept nor be entitled to accept the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any shares in the capital of the Obligors or

any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for shares in the capital of the Obligors, including, without limitation, options, warrants, conversion or exchange privileges and similar rights. Notwithstanding the foregoing, the Subordinated Creditors shall be entitled to convert their interest under the Subordinated Loan Agreements as provided for therein.

### **3.6 Effect of Non-Compliance.**

In the event any prepayments or other payments are made to or received by the Subordinated Creditors in contravention of this agreement, the Subordinated Creditors shall hold such prepayments or payments in trust for the Senior Creditor and shall not commingle such proceeds with any of their own funds and shall forthwith pay such prepayments or payments to the Senior Creditor to be applied by the Senior Creditor in reduction of the Senior Obligations.

Any action taken or thing done by any Subordinated Creditors in contravention of this agreement shall be null and void and of no effect.

## **ARTICLE 4 REMEDIES**

### **4.1 Remedies.**

The Obligors and the Subordinated Creditors hereby agree that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish the respective priorities of the Creditors in connection with the Obligations, and that a breach by any of the Obligors or the Subordinated Creditors of any such covenant, provision or restriction would result in damages to the Senior Creditor that could not adequately be compensated by monetary award. Accordingly, it is expressly agreed by the Obligors and the Subordinated Creditors that in addition to all other remedies available to it including, without limitation, any action for damages, the Senior Creditor shall be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the Obligors or the Subordinated Creditors from breaching any such covenant, provision or restriction.

### **4.2 Default Notice.**

Each Creditor agrees to give written notice to each other Creditor simultaneously with or immediately after the delivery to either of the Obligors of any written notice of a Demand or a Default. Failure of a Creditor to give notice as provided in this Section 4.2 shall not affect the priorities established or other agreements provided for herein, nor shall such Creditor be liable for failure to give any such notice nor shall any such failure in any way limit or derogate from the obligations of the other Creditors.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF THE  
SUBORDINATED CREDITORS**

**5.1 Representations and Warranties of the Subordinated Creditors.**

Each of the Subordinated Creditors hereby represents and warrants to the Senior Creditor as follows and acknowledges and confirms that the Senior Creditor is relying upon such representations and warranties in extending credit to the Obligors under the applicable Senior Loan Agreements:

- (a) each Subordinated Creditor is a municipal corporation duly incorporated and organized and validly subsisting under the laws of its jurisdiction of incorporation. Each Subordinated Creditor has all requisite corporate capacity, power and authority to enter into, and carry out the transactions contemplated by, this agreement;
- (b) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this agreement by each Subordinated Creditor and each Subordinated Creditor has duly executed and delivered this agreement. This agreement is a legal, valid and binding obligation of the Subordinated Creditor, enforceable against each Subordinated Creditor by the Senior Creditor in accordance with its terms.

**ARTICLE 6  
MISCELLANEOUS**

**6.1 Consent of the Obligors.**

Each Obligor, by its execution hereof, hereby agrees to be bound by, and shall act in accordance with, the terms, provisions and intent of this agreement.

**6.2 Information Exchange.**

Each Creditor agrees to disclose to each other Creditor upon reasonable request from time to time the aggregate amounts then owing by the Obligors to it and whether it has any actual knowledge of any Default. Each Obligor hereby consents to each Creditor providing the other Creditor with such information, financial or otherwise, regarding the Obligors and the Creditors' respective Obligations as may be deemed advisable by the Creditors from time to time.

**6.3 Non-Impairment of the Senior Creditors' Rights.**

No right of the Senior Creditor to enforce its rights hereunder shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Obligors or by any act or failure to act by the Senior Creditor, or by any non-compliance by the Obligors or the Subordinated Creditors with the terms of this agreement, regardless of any knowledge thereof which the Senior Creditor may have or be otherwise charged with. Without the Subordinated

Creditors' consent, the Senior Creditor may extend, renew, modify, or increase the Senior Obligations or amend or waive the terms of the Senior Loan Agreements and otherwise deal freely with either Obligor, all without affecting the liabilities and obligations of the Obligors and the Subordinated Creditors hereunder and without causing or constituting a breach of or default under any of the Subordinated Obligations. Notwithstanding the foregoing, the Senior Creditor agrees to provide the Subordinated Creditors with prior written notice of any such extension, renewal, modification, amendment or increase in the Senior Obligations in accordance with the notice provisions contained in 6.11 hereof provided that the inadvertent failure to provide such notice shall not result in any liability of the Senior Creditor to the Subordinated Creditors.

#### **6.4 Waivers and Amendments.**

No failure or delay by the Senior Creditor in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of any power or right preclude its further exercise or the exercise of any other power or right. Any term, covenant, condition or obligation of this agreement may only be amended with the written consent of all of the parties hereto or compliance therewith may only be waived (either generally or in a particular instance and either retroactively or prospectively) by the Senior Creditor in writing and in any such event the failure to observe, perform or discharge any such term, covenant, condition or obligation, so amended or waived (whether such amendment is executed or such consent or waiver is given before or after such failure), shall not be construed as a breach of such term, covenant, condition or obligation.

#### **6.5 Liability of Subordinated Creditors.**

The Senior Creditor hereby acknowledges and agrees that, except as may be expressly provided for herein, the Subordinated Creditors are not and will not be liable in any way for payment or performance of the Senior Obligations.

#### **6.6 Severability.**

Each provision of this agreement is intended to be severable and if any provision is illegal, invalid or unenforceable, such illegality, unenforceability or invalidity shall not affect the validity of this agreement or the remaining provisions.

#### **6.7 Counterparts.**

This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

#### **6.8 Further Assurances.**

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof. No party to this agreement shall take any action whereby the priorities and rankings set out in this agreement might be impaired or defeated.

**6.9 Assignment.**

This agreement shall enure to the benefit of and shall be binding upon the respective successors (including, without limitation, any trustee in bankruptcy or liquidator) and permitted assigns of the parties hereto. The Subordinated Creditors shall not assign any of their rights and obligations hereunder or under the Subordinated Loan Agreements. The rights and the obligations of the Senior Creditor hereunder may be assigned by the Senior Creditor in whole or in part without the consent of the other parties hereto but only in connection with or as part of an assignment by the Senior Creditor of its rights under the Credit Agreement.

**6.10 Entire Agreement.**

This agreement contains the entire understanding of the parties with respect to the priority of the Obligations and supersedes any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the priority of the Obligations. There are no restrictions, agreements, promises, warranties, covenants or undertakings relating to the priority of the Obligations other than those set forth in this agreement.

**6.11 Notices.**

Except as otherwise provided herein, all notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile, charges prepaid, at or to the applicable addresses or telefacsimile numbers, as the case may be, set out opposite the relevant party's name below or at or to such other address or addresses, telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

- (a) In the case of the Senior Creditor:

The Toronto-Dominion Bank  
South-East Commercial Banking Centre  
2 King Street East  
Oshawa, Ontario L1H 7L3

Attention: Director, Corporate Banking  
Telefax: (905) 576-9147

- (b) In the case of the Obligors:

**Elexicon Corporation/Elexicon Energy Inc.**

55 Taunton Road East  
Ajax, Ontario L1T 3V3

Attention: Vice-President, Corporate Affairs and  
Secretary Treasurer

Telefax: (905) 619-0210

- (c) In the case of Clarington:

The Corporation of the Municipality of Clarington  
40 Temperance Street  
Bowmanville, Ontario L1C 3A6

Attention: Mayor

Telefax: (905) 623-5717

- (d) In the case of Ajax:

The Corporation of the Town of Ajax  
65 Harwood Avenue South  
Ajax, Ontario L1S 2H9

Attention: Mayor

Telefax: (905) 683-1061

- (e) In the case of Pickering:

The Corporation of the City of Pickering  
1 The Esplanade  
Pickering, Ontario L1V 3P4

Attention: Mayor

Telefax: (905) 420-9695

- (f) In the case of Whitby:

Corporation of the Town of Whitby  
575 Rossland Rd. E  
Whitby, ON L1N 2M8

- (g) In the case of Belleville:

The Corporation of the City of Belleville  
169 Front Street  
Belleville, Ontario K8N 2Y8

Attention: Mayor  
Telefax: (613) 967-3209

**6.12 Termination of Agreement.**

This agreement shall terminate and shall be of no further force or effect upon the earlier to occur of:

- (a) all Senior Obligations being repaid in full and all commitments of the Senior Creditor under the Senior Loan Documents having been terminated; and
- (b) the written agreement of the Senior Creditor to such effect.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement.  
**THE TORONTO-DOMINION BANK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE  
MUNICIPALITY OF CLARINGTON**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE TOWN OF  
AJAX**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



**THE CORPORATION OF THE CITY OF  
PICKERING**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE CITY OF  
BELLEVILLE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE TOWN OF  
WHITBY**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ELEXICON CORPORATION**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**ELEXICON ENERGY INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 28- 2019**

A By-law to adopt Amendment No. 61 to the Official Plan for the Town of Ajax.

WHEREAS, the area subject to this amendment is located at 305 Achilles Road, legally described as Parts 5 and 6 on Registered Plan 40R-28786, as identified on Schedule "A" to this By-law;

AND WHEREAS, the Regional Municipality of Durham Act and the *Planning Act*, as amended, authorize the Town of Ajax to pass by-laws for the adoption or repeal of the Official Plan and amendments thereto;

AND WHEREAS, a public hearing was held pursuant to the *Planning Act* to hear submissions respecting the proposed Amendment No. 61 to the Town of Ajax Official Plan;

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

That Amendment No. 61 to the Official Plan of the Town of Ajax, is hereby approved.

That this by-law shall come into force and take effect from and after the final passing hereof.

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed  
Twenty-first day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk

## **Amendment No. 61 to the Town of Ajax Official Plan**

### **1. Purpose**

The purpose of this amendment is to add a motor vehicle repair facility and a motor vehicle rental establishment as permitted uses on the subject lands under Area Specific Policy 6.13 with an underlying Prestige Employment designation. This is to facilitate the construction of a 2-storey motor vehicle repair facility containing service bays, office space, a motor vehicle rental establishment, surface parking, underground vehicle storage and landscaped areas.

### **2. Location**

The lands subject to this amendment are located on the south side of Achilles Road approximately 380 metres (1,245 feet) east of Salem Road South, municipally known as 305 Achilles Road. The subject lands are legally described as Parts 5 and 6 on Registered Plan 40R-28786, in the Town of Ajax, Regional Municipality of Durham, as shown on Schedule 'A' attached hereto.

### **3. Basis**

The subject lands are designated Prestige Employment on Schedule 'A-1' and are subject to Area Specific Policy 6.13, as identified on Schedule 'G'. The lands within the Area Specific Policy, are in the vicinity of the Highway 401/Salem Road interchange, which represents a premier employment gateway to the Town, and from a planning perspective, are considered an area of special treatment. The Prestige Employment designation does not permit the use of a motor vehicle repair facility. Area Specific Policy 6.13 prohibits the use of a motor vehicle rental establishment. Further, all new development or redevelopment within the Prestige Employment designation shall be consistent with the Employment Areas Urban Design Guidelines adopted by Council.

The proposed development provides for a two-storey building that will contain a motor vehicle repair facility with service bays, office space, a motor vehicle rental establishment, underground vehicle storage and surface parking. The proposed development is in conformity with the Town's Employment Areas Urban Design Guidelines by creating a balance of unity and variety in its design, and with existing area buildings. It creates interest and variability along the Achilles Road streetscape and contributes to establishing a high-quality built environment in the vicinity of the Highway 401/Salem Road interchange. The proposed development would function in conjunction with, be complimentary to, and compatible with the existing and future planned motor vehicle sales establishments along Achilles Road, east of Salem Road.

The amendment permits a motor vehicle repair facility and a motor vehicle rental establishment on a site specific basis under Area Specific Policy 6.13. It meets the review criteria for amendments to the Official Plan under Section 7.2.2 of the Town of Ajax (Town) Official Plan by conforming to municipal goals and objectives of the Official Plan, contributing to the overall urban structure of the Town, being compatible with adjacent land uses, and being supported by infrastructure to service the development.

Studies and Reports that were completed to support this amendment were:

- Planning Rationale Report  
(prepared by: GHD)
- Stage 1 and 2 Archaeological Assessment  
(prepared ASI Archaeological & Cultural Heritage Services)
- Phase One Environmental Site Assessment  
(prepared by Soils Engineers Limited)
- Noise Assessment  
(prepared by YCA Engineering Limited)
- Transportation Study  
(prepared by BA Group)
- Master Servicing and Stormwater Management Report  
(prepared by GHD)

- Environmental Impact Study  
(prepared by Beacon Environmental)
- Arborist Report  
(prepared by Henry Kortekaas & Associates Inc.)

#### **4. Actual Amendment**

Section 6 - Area Specific Policies: 6.13 – is hereby amended by adding the following text such that it appears after the last dashed bulleted text under subsection b) 2), as a separate item, as follows:

“Notwithstanding the above prohibitions in b) 2) i), ii) and iii) and the permitted uses under 3.3.4 b) of the Prestige Employment Designation, the following uses shall also be permitted at 305 Achilles Road:

- motor vehicle repair facility; and,
- motor vehicle rental establishment”

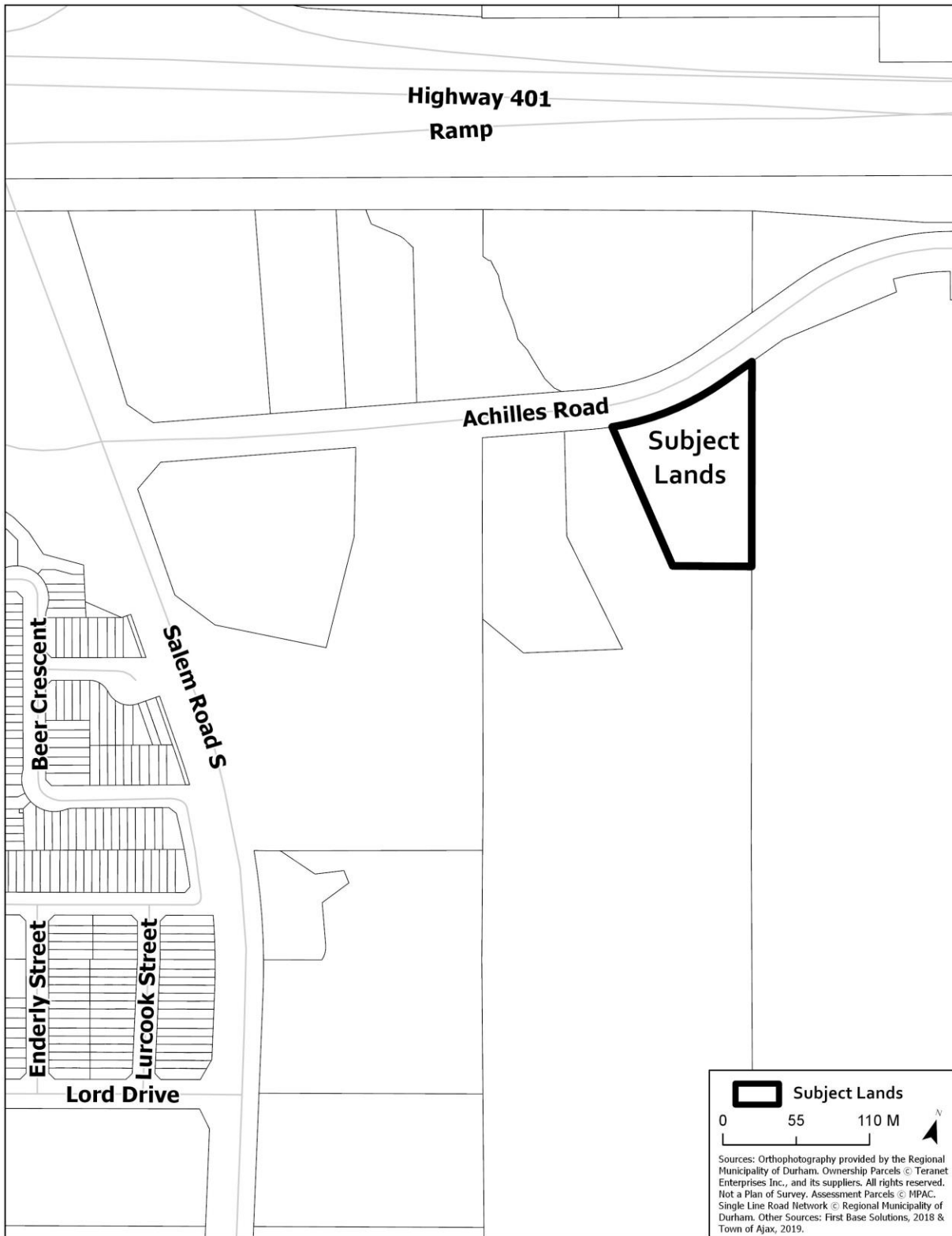
#### **5. Implementation**

The provisions set forth in the Town of Ajax Official Plan, regarding the implementation of the Plan, shall apply to this Amendment.

#### **6. Interpretation**

The provisions set forth in the Ajax Official Plan that are not otherwise in conflict with this Amendment shall continue to apply.

**Schedule 'A'**  
**Lands Affected by Amendment No. 61**  
**To The Town of Ajax Official Plan**



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 29-2019**

A By-law to adopt Amendment No. 62 to the Official Plan for the Town of Ajax.

The area subject to this amendment is located at 105 Rossland Road West;

WHEREAS, the Regional Municipality of Durham Act and the *Planning Act*, as amended, authorize the Town of Ajax to pass by-laws for the adoption or repeal of the Official Plan and amendments thereto;

AND WHEREAS, a public hearing was held pursuant to the Planning Act to hear submissions respecting the proposed Amendment No. 62 to the Town of Ajax Official Plan;

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

That Amendment No. 62 to the Official Plan of the Town of Ajax, is hereby approved.

That this by-law shall come into force and take effect from and after the final passing hereof.

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk

## **Amendment No. 62 to the Town of Ajax Official Plan**

### **1. Purpose**

The purpose of this amendment is to re-designate the subject property to High Density Residential and to establish an area specific policy to permit a maximum density of 154 units per net hectare (uph) and a maximum height of 4 storeys.

### **2. Location**

The property subject to this amendment is located on the south side of Rossland Road West and east of Miller's Creek and is municipally known as 105 Rossland Road West as shown on the attached Schedule 'A'.

### **3. Basis**

The subject lands are designated Medium Density Residential within the Town of Ajax Official Plan, which permits a maximum density of 75 units per net hectare (uph) and does not permit back-to-back stacked townhouses. An Official Plan Amendment is required to re-designate the lands to High Density Residential thereby permitting back-to-back stacked townhouses at a density of 154 uph. The Amendment is also required to establish an Area Specific Policy within the High Density Residential designation to permit a maximum height of 4 storeys.

This amendment would maintain the goals and objectives of the Town of Ajax Official Plan and has been reviewed against Sections 3.1.5 a), b), c), and 3.2.2.5 and 3.2.4 of the Town of Ajax Official Plan.

Studies and Reports that were completed to support this amendment include:

- Planning Report  
(Prepared by: GHD)
- Traffic Brief  
(Prepared by: Nextrans)
- Functional Servicing and Stormwater Management Report  
(Prepared by: GHD)
- Environmental Impact Study  
(Prepared by: Oakridge Environmental)

### **4. Actual Amendment**

- a) Schedule 'A-1' – Land Use is hereby amended to change the land use designation of the subject property (shown on Schedule 'A' attached) from 'Medium Density Residential' to 'High Density Residential', as shown on Schedule 'B' attached hereto.
- b) Section 6 – Area Specific Policies is hereby amended by adding the following section, which reads as follows:

#### **6.29 Formerly 105 Rossland Road West**

Notwithstanding Section 3.1.5 (High Density Residential Designation) of the Town of Ajax Official Plan, the lands municipally addressed as 105 Rossland Road West, shall permit an overall maximum density up to 154 uph and a maximum building height of 4 storeys, excluding any rooftop access enclosures. The rooftop access enclosures shall be for the purposes of accessing the rooftop amenity space and no habitable space will be permitted within these enclosures.

- a) To amend Schedule 'G' – Lands Subject to Area Specific Policies to add new Area Specific Policy Section 6.29, as shown on Schedule 'C' attached hereto.

### **5. Implementation**

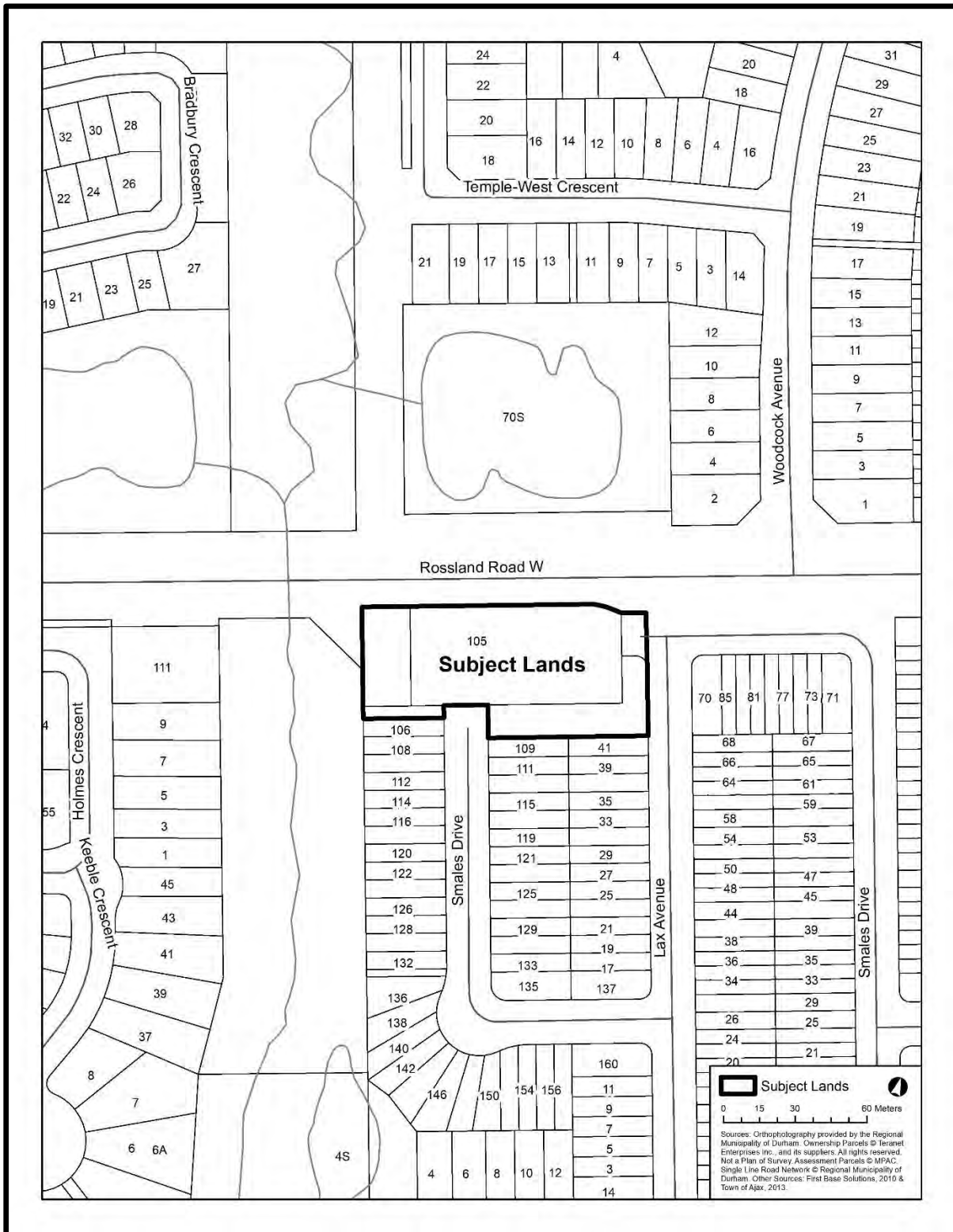
The provisions set forth in the Town of Ajax Official Plan, regarding the implementation of the Plan, shall apply to this Amendment.

### **6. Interpretation**

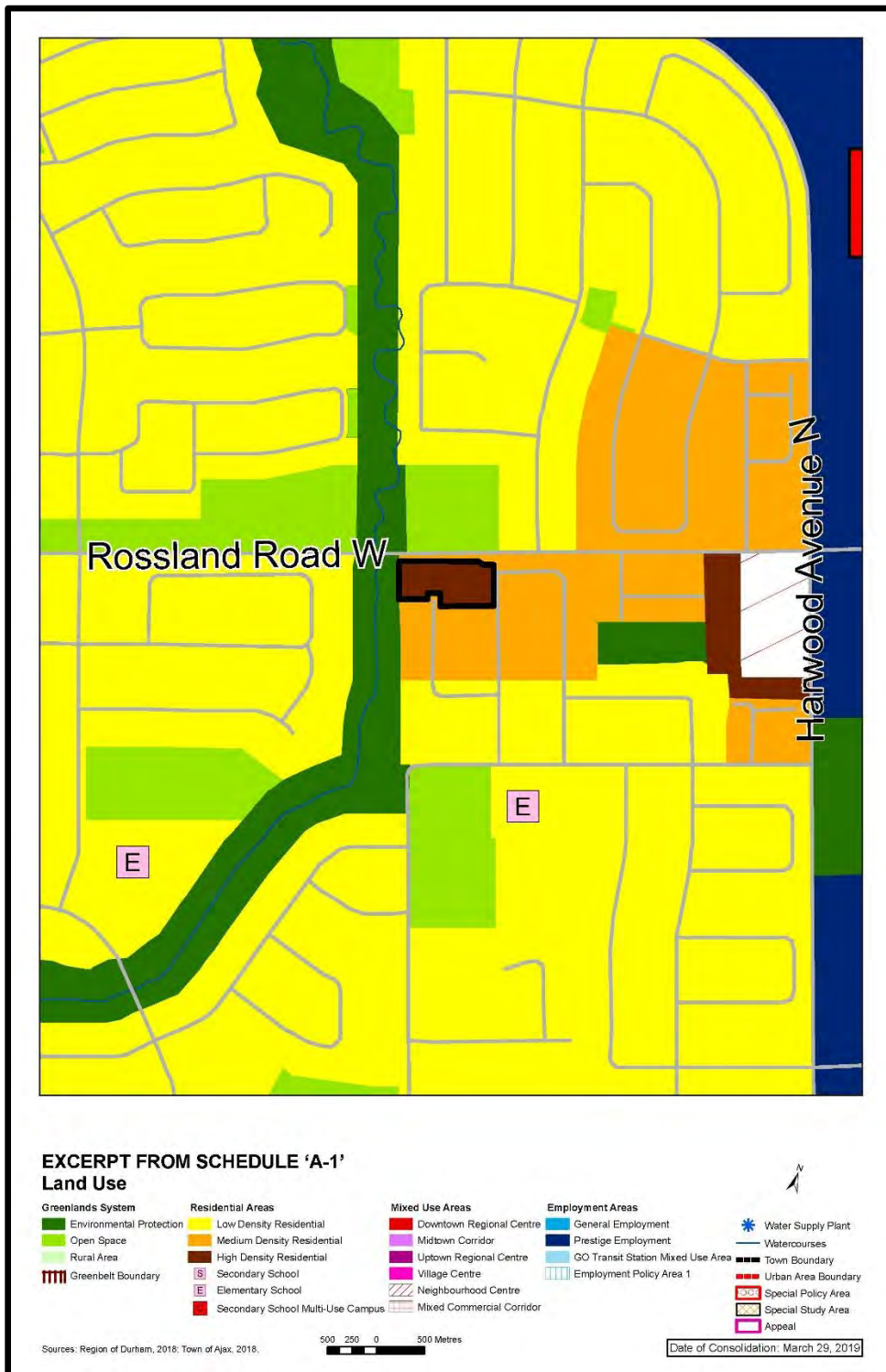
The provisions set forth in the Ajax Official Plan that are not otherwise in conflict with this Amendment shall continue to apply.



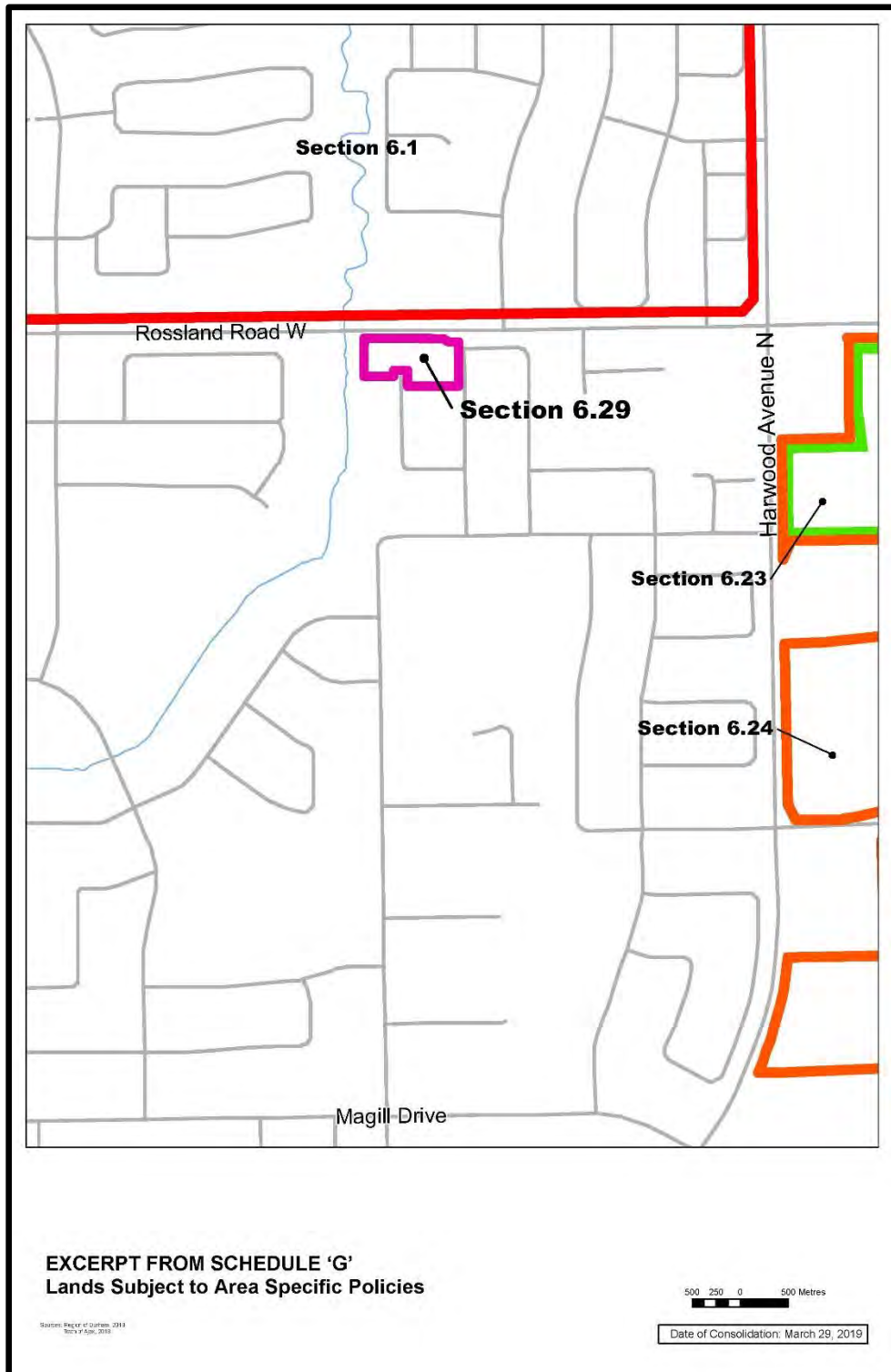
**Schedule 'A'**  
**Lands Affected by Amendment No. 62**  
**To The Town of Ajax Official Plan**



**Schedule 'B'**  
**Proposed Amendment No. 62**  
**To The Town of Ajax Official Plan**



**Schedule 'C'**  
**Proposed Amendment No. 62**  
**To The Town of Ajax Official Plan**



**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 30-2019**

Being a By-law passed pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, to amend Zoning By-law No. 95-2003, as amended, of the Corporation of the Town of Ajax.

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, a Public Open House was held on March 7, 2019 to amend By-law Number 95-2003, as amended.

AND WHEREAS a Statutory Public Meeting was held in accordance with Section 34 of the Planning Act, R.S.O. 1990, c.P.13, as amended, on May 6, 2019 for the purposes of presenting the Draft Zoning By-law Amendment (Z2/18).

AND WHEREAS, the Council of the Town of Ajax deems it appropriate to pass an implementing Zoning By-law pursuant to application Z2/18 to regulate the future 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 Map 17, attached to and forming part of By-law No. 95-2003, as amended, is hereby amended by rezoning the lands located at the southeast corner of Rossland Road West and Miller’s Creek, municipally known 105 Rossland Road West, from Residential Two – A (R2-A) Zone and Agricultural (A) Zone to Residential Multiple Six (RM6)(H) Zone, as outlined on Schedule “B” attached hereto.
2. THAT the Exception Schedule, specifically Map 17, attached to and forming part of By-law No. 95-2003, as amended, is hereby amended to delineate the boundaries of Exception 197, for 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 hereby further amended by adding the following new exception as follows:

Exception	Zoning	Map	By-law	File Reference
197	RM6(H)	17	30-2019	OPA18-A1 Z2/18
i)	Location:	South side of Rossland Road West, immediately east of Miller’s Creek		
ii)	Legal Description:	Blocks 152 and 153, Plan 40M-1829; Road Allowance between Lots 8 & 9, Concession 2, Pickering being Harwood Avenue North, Between Rossland Road East and Block 153 on Plan 40M-1829; and Part Lot 8, Concession 2, Pickering as in PI31499 except PI43269, CO62311, CO130852, CO51308, CO165975 & Plan 459 and Part 1 on 40R-21617, Town of Ajax		
iii)	Permitted Uses:	Multiple attached (back-to-back stacked townhouses) are permitted within the RM6 Zone		
iv)	Interpretation:			
	a)	For the purposes of determining setbacks, Rossland Road shall be deemed the front lot line.		
v)	Development Standards within the RM6 Zone:			
	a)	i)	Front Yard (Minimum):	3.0m
		ii)	Exterior Side Yard (Minimum):	3.0m
		iii)	Interior Side Yard (Minimum):	4.0m
		iv)	Rear Yard (Minimum):	6.0m
		iv)	Lot Coverage (Maximum):	42%

vi)	Height (Maximum):	4 storeys or 15.5 m, whichever is less
	-	As measured from established grade to the top of the rooftop access enclosure
vii)	Encroachments:	-Platforms and stairs may encroach into the required Front and Rear yards up to 3.0 metres.
viii)	Parking (Minimum):	
	- Residents	1 space per unit
	- Visitors	0.25 spaces per unit
vi)	Other Development Standards Within the RM6 Zone:	
	a) Notwithstanding subsection 45.1.3 of the Planning Act, subsequent to Council approval of the development applications, the applicant can apply for a minor variance application provided, that the height and density shall not increase.	
Except as amended herein, all other provisions of this By-law, as amended, shall apply.		

4. By-law No. 95-2003, as amended, is hereby further amended by adding the following provisions to Section 8.1.1 – List of Holding Provisions:

By-law No.	Property Description	Permitted Uses Until Holding Provision Removed	Conditions for Removal	Date Enacted
30-2019	Blocks 152 and 153, Plan 40M-1829; Road Allowance between Lots 8 & 9, Concession 2, Pickering being Harwood Avenue North, Between Rossland Road East and Block 153 on Plan 40M-1829; and Part Lot 8, Concession 2, Pickering as in PI31499 except PI43269, CO62311, CO130852, CO51308, CO165975 & Plan 459 and Part 1 on 40R-21617, Town of Ajax  Land Owners: 2613628 Ontario Ltd. and Town of Ajax	Prior to removing the holding provision, the subject lands may be used in accordance with the provisions of the 'A' – Agricultural Zone as outlined in Section 6.6.	<ul style="list-style-type: none"> <li>• That the applicant enter into a development agreement that includes requirements to: <ul style="list-style-type: none"> <li>○ complete the re-construction of the 3.0m multi-use trail along Rossland Road West</li> <li>○ complete the construction of Smales Drive</li> </ul> </li> </ul>	

5. By-law No. 95-2003, as amended, is hereby further amended only to the extent necessary to give effect to the provisions of this By-law.
6. That this Zoning By-law not come into full force and effect until Official Plan Amendment No. 62 is in full force and effect.

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

---

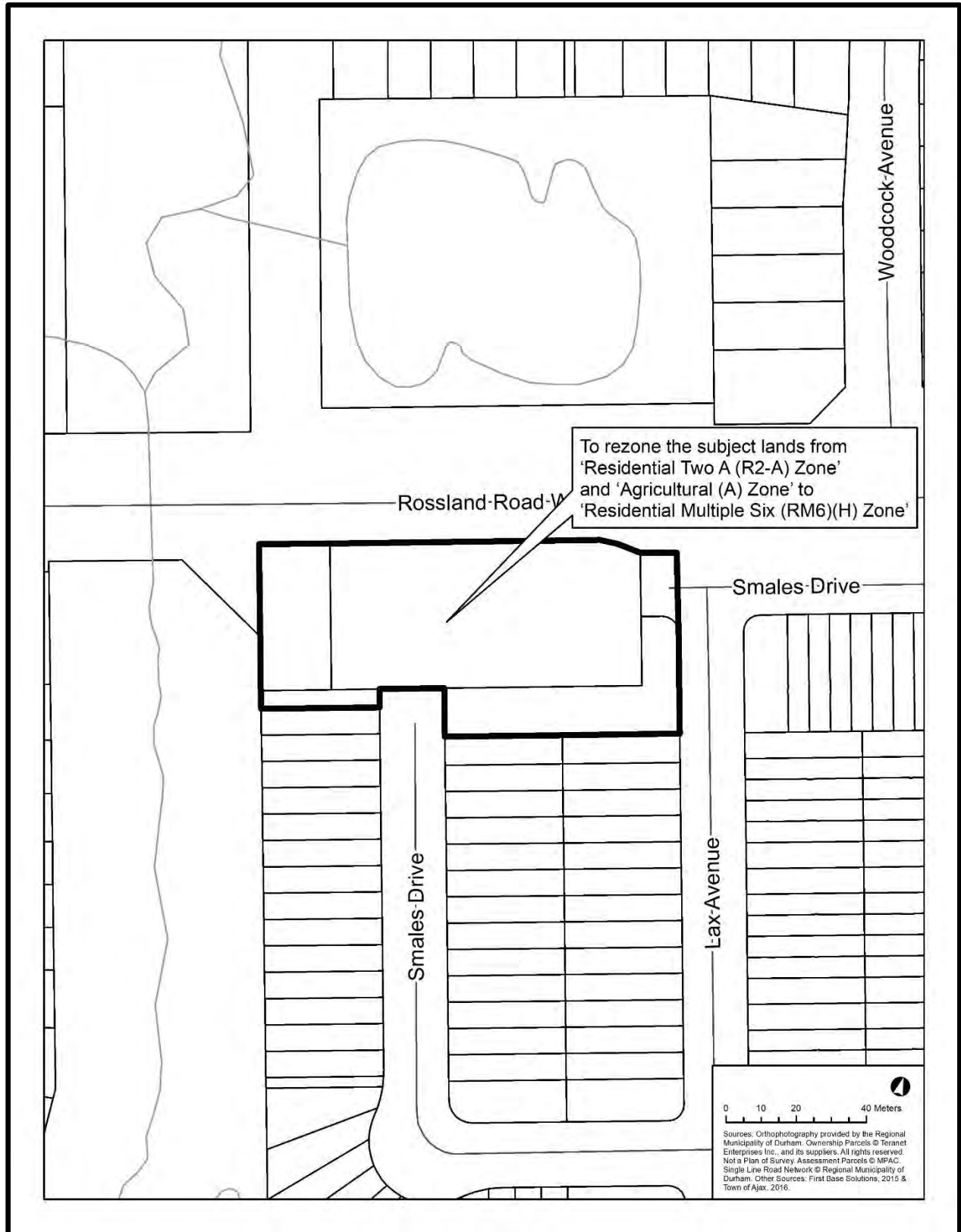
Mayor

---

Acting Clerk

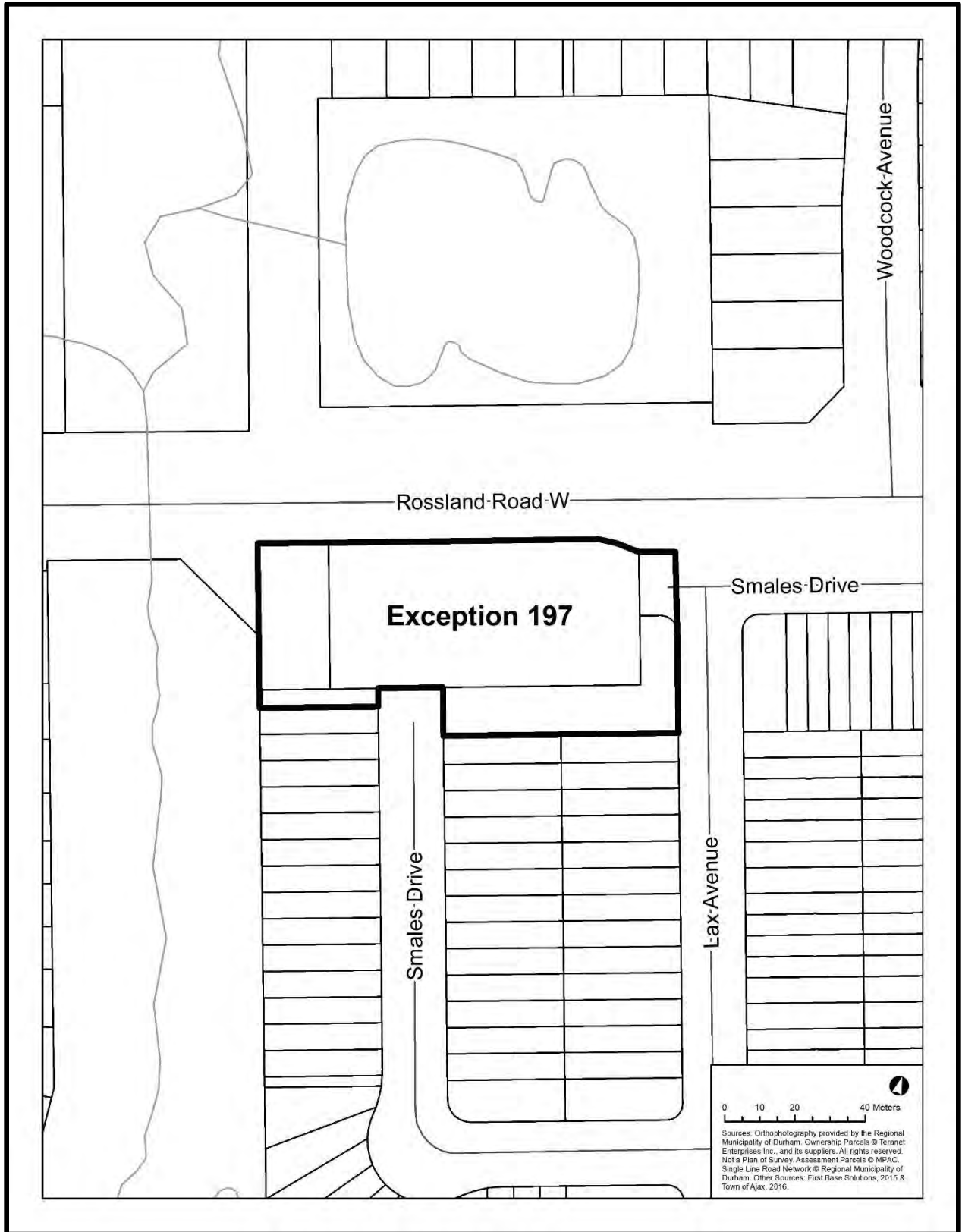


# Schedule "B" to By-Law Number 30-2019





Schedule "C" to By-Law Number 30-2019



### **Explanatory Note to By-Law Number 30-2019**

The purpose of this by-law is to regulate the development of 60, 3-storey, back-to-back stacked townhouse dwelling units, in accordance with Official Plan Amendment Application OPA18/A1 and Zoning By-law Amendment Application Z2/18 located at 105 Rossland Road West.

# THE CORPORATION OF THE TOWN OF AJAX

## BY-LAW NUMBER 31-2019

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

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

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

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AJAX ENACTS AS FOLLOWS:

### 1. SHORT TITLE

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

### 2. DEFINITIONS

2.1. In this By-law:

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

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

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

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

"business day" means any weekday other than a *holiday*;

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

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

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

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

"construction value" means a value representative of the total costs for all work, services and material associated with the construction for which a permit is applied;

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

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

"Deputy Chief Building Official" means the person appointed by the Council as the deputy chief building official for the purpose of enforcement of the *Act*;

“*holiday*” means any day in which the Town hall offices of the *Corporation* is not open for the transaction of business with the public;

“*major permit*” includes *building* permit applications for work of a major technical nature, such as new *buildings* of assembly, commercial, industrial, institutional and residential occupancies containing more than two dwelling units; including additions and alterations;

“*minor permit*” includes *building permit* applications for work of a minor technical nature, such as demolitions, plumbing, decks, accessory *buildings*, etc.;

“*moderate permit*” includes *building permit* applications for work of a moderate technical nature, such as new residential low rise *buildings* (i.e. detached and semi-detached dwelling units, townhouses), including additions, alterations, and accessory apartments;

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

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

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

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

“*registered code agency*” means a registered code agency as defined in Subsection 1(1) of the *Act*;

“*retrofit accessory apartment*” means an accessory apartment existing prior to July 14, 1994, which has been inspected for compliance with Section 9.8 of the Ontario Fire Code, and a Notice of Violation issued indicating the remedial construction required.

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

### 3. CODE OF CONDUCT

3.1. The *Chief Building Official* and inspectors appointed under Section 3 of the *Act* shall be governed by the Code of Conduct as set out in Schedule “C” to this By-law, with respect to exercising powers and performing duties under the *Act*.

### 4. REQUIREMENTS FOR *PERMIT* APPLICATIONS

#### 4.1. General Requirements

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

4.1.1.1. be made by an *applicant*;

4.1.1.2. be made in writing to the *Chief Building Official* on forms prescribed by the Province of Ontario or when no form is prescribed, on a form prescribed by the *Chief Building Official*; and

4.1.1.3. be accompanied by the required fees calculated in accordance with Schedule “A”.

- 4.1.2. To be considered a *complete application*, every *permit* application shall be accompanied by the approval documents issued by the agencies responsible for the applicable laws listed in the *Building Code*, where those agencies issued approval documents and the law applies to the construction or demolition being proposed.
- 4.1.3. An application for a *permit* may be refused by the *Chief Building Official* where it is not a *complete application*.
- 4.1.4. The *Chief Building Official* may, as they deem appropriate, provide prescribed forms in an electronic format and may allow for the electronic submission of completed *permit* application forms.
- 4.1.5. Notwithstanding Subsection 4.1.4, completed forms generated electronically shall be accepted subject to the endorsement by the *applicant*.

**4.2. Class of Permit**

**Applications for *Permits to Construct***

- 4.2.1. Every application for a *permit to construct a building* shall:
  - 4.2.1.1. identify and describe in detail the work to be done and the existing and proposed use and occupancy of the *building*, or part thereof, for which the *building permit* application is made;
  - 4.2.1.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in Part 4 and Schedule “B” of this By-law; and be accompanied by acceptable proof of corporate identity and property ownership, unless such proof is determined by the *Chief Building Official* to be unnecessary.

**Applications for *Permits to Demolish***

- 4.2.2. Every application for a *permit to demolish a building* shall:
  - 4.2.2.1. identify and describe in detail the work to be done and the existing use and occupancy of the *building*, or part thereof, for which the application for a *permit to demolish* is made, and the proposed use and occupancy of that part of the *building*, if any, that will remain upon completion;
  - 4.2.2.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in Part 4 and Schedule “B” of this By-law; and
  - 4.2.2.3. be accompanied by proof satisfactory to the *Chief Building Official* that arrangements have been made with the proper authorities for the termination and capping of all the water, sewer, gas, electric, telephone or other utilities and services.

**Applications for *Permits for a Stage of Construction (Partial Permit)***

- 4.2.3. In addition to the requirements of Subsection 4.2.1., every application for a *partial permit* shall:
  - 4.2.3.1. require a *permit* application for the entire project; and
  - 4.2.3.2. be accompanied by plans, specifications, documents, forms and other information covering that part of the work for which application for a *partial permit* is made, together with such information pertaining to the remainder of the work as may be required by the *Chief Building Official*.

4.2.4. The *Chief Building Official* may issue a *partial permit* when it is determined appropriate to expedite substantial construction before a *permit* for the entire *building* is available and where the relevant provisions of this By-law and the *Act* are met.

4.2.4.1. When determining whether to issue a *partial permit*, the *Chief Building Official* shall have regard for the likelihood of subsequent approvals being available in a timely fashion such that a project is not interrupted and exposed to potential damage from the elements while awaiting subsequent approvals.

4.2.5. The *Chief Building Official* shall not, by reason of the issuance of a *partial permit* pursuant to this By-law, be under any obligation to grant any additional *permits*.

#### **Applications for *Conditional Permits***

4.2.6. In addition to the requirements of Subsection 4.2.1., every application for a *conditional permit* shall:

4.2.6.1. include a written statement from the *applicant* explaining the reasons why the *applicant* believes that unreasonable delays in construction would occur if a *conditional permit* is not granted;

4.2.6.2. include a written acknowledgement from the *applicant* of the necessary approvals which must be obtained in respect of the proposed *building* in order for the *permit* to be issued and the time in which such approvals will be obtained; and

4.2.6.3. a written agreement, in the form provided by the *Chief Building Official*, executed by the *applicant*, the *owner* and/or such other necessary persons the *Chief Building Official* determines for the purposes set out in Clause 8(3)(c) of the *Act*. The *Chief Building Official* may, at their discretion, issue a *conditional permit* where unreasonable delays are anticipated in obtaining all necessary approvals and where the relevant provisions of this By-law and the *Act* are met.

#### **Applications for *Permits for Change of Use***

4.2.7. Every application for a *permit* for a change of use shall;

4.2.7.1. identify and describe in detail the existing and proposed use and occupancy of the *building*, or part thereof, for which the application for a *permit* is made; and

4.2.7.2. be accompanied by the plans, specifications, documents, forms and other information prescribed in Part 4 and Schedule “B” of this By-law.

#### **Application for *Permits for Site Servicing***

4.2.8. Every application for a *permit* for site servicing shall;

4.2.8.1. be accompanied by the plans, specifications, documents, forms and other information prescribed in Part 4 and Schedule “B” of this By-law;

#### **Application for *Permits for Signs***

4.2.9. Every application for a *permit* for signs shall;

4.2.9.1. be accompanied by the plans, specifications, documents, forms and other information prescribed in Part 4 and Schedule “B” of this By-law;

## 5. REQUIREMENTS FOR PLANS AND SPECIFICATIONS

- 5.1. As part of, and in addition to the requirements the application for a *permit*, every *applicant* shall submit to the *Chief Building Official* the following:
  - 5.1.1. Sufficient plans, specifications, documents, forms and such other information as may be deemed necessary by the *Chief Building Official* to determine whether the proposed construction, demolition, or change of use conforms to the *Act*, the *Building Code*, and any other applicable law;
  - 5.1.2. Where a site plan is required to satisfy Subsection 5.1.1, the site plan shall reference a current plan of survey certified by a registered Ontario Land Surveyor and shall include:
    - 5.1.2.1. lot size and dimensions of the property;
    - 5.1.2.2. setbacks from existing and proposed *buildings* to property boundaries and to each other;
    - 5.1.2.3. existing and finished ground levels or grades; and
    - 5.1.2.4. existing rights of way, easements and municipal services; and
    - 5.1.2.5. a copy of a current plan of survey, unless the *Chief Building Official* waives this requirement.
  - 5.1.3. Plans, specifications and other documents submitted by an *applicant* shall:
    - 5.1.3.1. be fully coordinated among design disciplines and intended for construction, demolition or change of use;
    - 5.1.3.2. be fully dimensioned and drawn to a suitable scale that clearly depicts the proposed construction, demolition or change of use;
    - 5.1.3.3. be submitted on paper or other suitable and durable material; and
    - 5.1.3.4. contain information and text that is clear and legible.
- 5.2. Unless otherwise deemed necessary by the *Chief Building Official*, every application shall be accompanied by two sets of plans, specifications, forms, documents and other information required to facilitate the administration and enforcement of the *Building Code*.
- 5.3. On the completion of the foundation for a detached, semi-detached, triplex, or townhouse dwelling, the *Chief Building Official* may require submission of a survey prepared by an Ontario Land Surveyor indicating the location of the *building* to all property lines, and elevations of the bottom and top of the foundation wall, including the garage cut, prior to a framing inspection being undertaken.
- 5.4. On completion of the construction of a *building*, the *Chief Building Official* may require the *applicant* to submit a set of as constructed plans, including a plan of survey showing the location of the *building*.
- 5.5. Plans and specifications submitted in accordance with this By-law or otherwise required by the *Act* become the property of the *Corporation* and will be disposed of or retained in accordance with relevant legislation or by-law.

## 6. AUTHORIZATION OF ALTERNATIVE SOLUTIONS

- 6.1. Where approval for an alternative solution under the *Building Code* is proposed in either the application for a *permit*, or in a material change to a plan, specification, document or other information on the basis of which a *permit* was issued, the *applicant* shall submit:
  - 6.1.1. an application on a form prescribed by the *Chief Building Official*;

- 6.1.2. supporting documentation demonstrating that the proposed alternative solution will provide the level of performance required by the *Building Code*; and
- 6.1.3. payment of the required fee prescribed by Schedule “A”

6.2. The *Chief Building Official* or *Registered Code Agency* may accept or reject any proposed alternative solutions and/or may impose conditions or limitations on their use.

6.3. Alternative solutions which are accepted under this part shall be applicable only to the location as described in the application, and are not transferable to any other *building permit*.

## 7. INCOMPLETE PERMIT APPLICATIONS

7.1. An application shall be deemed not to be complete according to the building code where any of the applicable requirements of Part 3 to this By-law have not been complied with.

7.2. Except as provided in Section 7.3. of this By-law, an application deemed to be incomplete shall not be accepted by the *Chief Building Official*.

7.3. The *Chief Building Official* may accept an incomplete application where the applicant acknowledges, in writing, that the application is incomplete and waives the time period prescribed in the *Building Code* within which a *permit* must be issued or refused.

7.4. Where an *applicant* declares that an application is complete in all respects, but the application is determined by the *Chief Building Official* to be incomplete or does not comply with the Act, the *Building Code*, this By-law or applicable law, an additional fee as prescribed in Schedule ‘B’ may be applied to the re-examination of documents required to be submitted by the *applicant*.

## 8. ABANDONED PERMIT APPLICATIONS

8.1. An application for a *permit* shall be deemed to have been abandoned by the *applicant* where;

8.1.1. the application is incomplete and remains incomplete six months after it was submitted;

8.1.2. six months have elapsed after the *applicant* was notified that the proposed *building*, construction, demolition or change of use will not comply with the Act or the *Building Code* or will contravene any other applicable law; or

8.1.3. the application is substantially complete and six months have elapsed from the date upon which an *applicant* was notified that a *permit* is available to be issued.

8.2. When deemed to be abandoned or withdrawn an application may be closed at the discretion of the *Chief Building Official*.

## 9. REVISIONS TO PERMITS

9.1. After the issuance of a *permit* under the Act, the *applicant* shall give notice to the *Chief Building Official* in writing of any change to a plan, specification, document or other information upon which a *permit* was issued, together with the details of such change, which change shall not be made without the prior written authorization of the *Chief Building Official*.

9.2. Application for authorization of any substantial change shall constitute a revised submission.



## 10. TRANSFER OF *PERMITS*

- 10.1. If the *owner* of the land changes after a *permit* has been issued, the *permit* may be transferred to the new *owner* (the “transferee”) of the land where an application is filed with the Town in writing.
- 10.2. Every application for the transfer of a *permit* shall,
  - 10.2.1. include a written statement from the current *permit holder* authorizing the transfer of the *permit* to the transferee;
  - 10.2.2. include proof of ownership of the land by the transferee satisfactory to the *Chief Building Official*;
  - 10.2.3. confirm that the work to be done, and the existing and proposed use and occupancy of the *building* or part thereof, for which the application for the transfer of the *permit* is made, is the same as that identified and described on the application of the *permit*;
  - 10.2.4. state the name, address, and telephone number of the proposed transferee;
  - 10.2.5. state the name, address, and telephone number of the proposed designer, architect and/or professional engineer, and their *building* code qualifications, where they are different from those identified in the application for the *permit*, and a written confirmation from those individuals, that they have been retained to undertake general review of the construction or demolition where required under the *Building Code*;
  - 10.2.6. include, where the proposed transferee is a builder as defined in the Ontario New Home Warranties Plan Act, the proposed transferee’s registration number under that Act;
  - 10.2.7. be accompanied by the appropriate fee in accordance with Schedule A; and,
  - 10.2.8. be signed by the proposed transferee who shall certify as to the truth of the contents of the application.
- 10.3. Upon the issuance of transfer of a *permit* to the transferee, the transferee shall be deemed to be the *permit holder* and the original *permit holder* shall have no further rights or obligations under the *permit*, save and except for any obligations set out in any agreements entered into for the purposes of Clause 8.(3)(c) of the Act.

## 11. REVOCATION

- 11.1. Prior to revoking a *permit*, the *Chief Building Official* shall give written notice of intention to revoke the *permit* to the *permit holder* to the *permit holder’s* address shown on the application or to such other address as that individual has provided to the Town for that purpose.
- 11.2. Following the issuance of the notice described in 11.1, the *permit* may be revoked immediately or after a period prescribed by the *Chief Building Official*, and all submitted plans, specifications, documents and other information may be disposed of or, upon written request, returned to the *permit holder*.
- 11.3. The notice under 11.1 shall be given either personally or by registered mail, and where notice is by registered mail, it shall be deemed to have been given on the fifth day after the day of mailing.

## 12. FEES AND REFUND OF FEES

### 12.1. General

- 12.1.1. A fee is to be paid as part of a *permit* application, calculated in accordance with Schedule 'A' to this By-law and the fee shall be due and payable, in full, upon the submission of the application for a *permit*.
- 12.1.2. The minimum fee payable on any application shall be as indicated in Item 1, Table 1 of Schedule 'A' to this By-law.
- 12.1.3. Where the amount of a fee to be paid, as part of a *permit* application, is to be based upon the type of *building permit*, floor area and/or value of the proposed construction, the *Chief Building Official*, or a person designated by the *Chief Building Official*, shall determine the amount of the fee and that determination shall be final.
- 12.1.4. The *Chief Building Official* shall not issue a *permit* until fees required by this By-law have been paid in full by the *applicant*.

### 12.2. Re-Examination Fee and Alternative Solution Fee

- 12.2.1. In addition to the fees paid at the time of *building permit* application, where an *applicant* makes a revised submission for a proposed *building* design after examination of a previous submission has already been undertaken, a re-examination fee may apply as set out in Schedule 'A' to this By-law.
- 12.2.2. Where an *applicant* makes a revised submission for one or more changes to the as-constructed design of a *building* or part of a *building* for which a *permit* has already been issued, a re-examination fee may apply as set out in Schedule 'A' to this By-law.
- 12.2.3. Where an *applicant* submits an alternative solution to a material, system or design, an examination fee shall apply as set out in Schedule 'A' to this By-law.

### 12.3. Permit Surcharge

- 12.3.1. A *permit* surcharge, in addition to the regular calculated fee, shall be charged in accordance with Schedule 'A' to this By-law, to offset additional investigative and administrative costs, where any person has commenced construction, demolition or changes to the use of a *building* prior to having submitted an application for a *permit*, or before having received a *permit*, in addition to any other penalty under the *Act*, *Building Code*, or this By-law,
- 12.3.2. Payment of these fees does not relieve any person or corporation from complying with the *Act*, the *Building Code* or any applicable law

### 12.4. Fee Refunds

- 12.4.1. Upon written request by the *applicant*, or *permit holder*, the *Chief Building Official* may refund any unearned *permit* fees, where,
- 12.4.1.1. an *applicant* withdraws, in writing, an application for a *permit*;
- 12.4.1.2. an application is deemed to have been abandoned in accordance with Part 8 of this By-law;
- 12.4.1.3. the *Chief Building Official* refuses to issue a *permit* for which an application has been made; or,
- 12.4.1.4. the *Chief Building Official* revokes a *permit* after it has been issued.

- 12.4.2. The *permit* fee refund payable shall be proportionate to the functions undertaken by the Town in accordance with the following:
- 12.4.2.1. 80% if administrative functions only have been performed;
  - 12.4.2.2. 70% if administrative functions and internal department review (ie. zoning, site plan control, grading, etc.) have been performed;
  - 12.4.2.3. 50% if administrative functions, internal department review (ie. zoning, site plan control, grading, etc.), and all or part of the *Building Code* review have been performed; and,
  - 12.4.2.4. 40% if all administrative functions and reviews have been completed and the *building permit* has been issued or is available to be issued.
- 12.4.3. No refund is available for:
- 12.4.3.1. where a flat fee is charged;
  - 12.4.3.2. where the amount calculated in accordance with Schedule 'A' to this By-law is the minimum fee, or less than the minimum fee;
  - 12.4.3.3. where a *permit* is revoked, except where a *permit* is issued in error, or the *applicant* requests revocation no more than six months after the *permit* is issued, or;
  - 12.4.3.4. applications or *permits* where construction or demolition has commenced.
- 12.4.4. Any refund shall be paid to the *permit holder*, unless that person directs the *Chief Building Official*, in writing, and prior to the release of the refund, that it be refunded to another person.
- 12.4.5. Pursuant to Part 14 of this By-law, 20% of the applicable *permit* fee paid shall be refunded where an application was made using a *Registered Code Agency* appointed under a service agreement with the *Chief Building Official*, those services are fully paid for by the *applicant* and have been completed in accordance with the *Building Code*, and the final certificate as defined by the *Act* has been submitted to the *Chief Building Official*.

### 13. NOTICES FOR INSPECTIONS

- 13.1. Inspection notices required by the *Building Code* and this By-law shall be made in writing, facsimile, e-mail or by telephone.
- 13.2. Inspection notices are required a minimum of two *business days* prior to the stages of construction specified therein and shall be given in accordance with the requirements of Subsection 1.3.5 of Division C of the *Building Code*.
- 13.3. The person to whom the *permit* has been issued shall notify the *Chief Building Official* or *Registered Code Agency* where one is appointed, of each stage of construction for which a notice is prescribed by the *Building Code*.
- 13.4. Notwithstanding Part 6 of this By-law, the person to whom the *permit* has been issued shall notify the *Chief Building Official* of the date of completion of the *building* or demolition work no more than two days after that date.
- 13.5. In addition to the notices prescribed in Article 1.3.5.1 of Division C of the *Building Code*, the person to whom a *permit* has been issued shall give the *Chief Building Official* notice of the readiness for inspection for the following stages of construction, where applicable:
- 13.5.1. commencement of construction of the *building*
  - 13.5.2. commencement of construction of:
    - 13.5.2.1. masonry fireplaces and masonry chimneys,
    - 13.5.2.2. factory-built fireplaces and allied chimneys, or

- 13.5.2.3. stoves, ranges, space heaters and add-on furnaces using solid fuels and allied chimneys, and
- 13.5.3. substantial completion of interior finishes

#### 14. REGISTERED CODE AGENCIES

- 14.1. The *Chief Building Official* is authorized to enter into and sign contracts for service agreements with *Registered Code Agencies* and appoint them to perform specified functions from time to time in order to maintain the time periods prescribed in Article 1.3.1.3. of Division C of the *Building Code*.
- 14.2. A *registered code agency* may be appointed to perform one or more of the specified functions described in Section 15.15 of the *Act*.

#### 15. FENCING OF CONSTRUCTION AND DEMOLITION SITES

- 15.1. Where, in the opinion of the *Chief Building Official*, a construction or demolition site presents a hazard to the public, the *Chief Building Official* may require the *permit holder* to erect such fencing to the standards and specifications that the *Chief Building Official* deems to be appropriate to the circumstance.
- 15.2. When determining if a construction or demolition site presents a hazard to the public and requires the erection of fencing and the type of fencing required, the *Chief Building Official* shall have regard to:
  - 15.2.1. the proximity of the construction site to occupied dwellings;
  - 15.2.2. the proximity of the construction site to lands accessible to the public, including but not limited to streets, parks, and commercial and institutional activities;
  - 15.2.3. the hazards presented by the construction activities and materials;
  - 15.2.4. the feasibility and effectiveness of site fencing; and
  - 15.2.5. the duration of the hazard.
- 15.3. Every fence required by this part shall:
  - 15.3.1. be erected so as to fully enclose all areas of the site which present a hazard;
  - 15.3.2. create a continuous barrier and be sufficient to deter unauthorized entry;
  - 15.3.3. if erected on a residential site between an excavation on the site and the public sidewalk or lane that is within 3.0 metres of the excavation, have a height not less than 1.2 metres above the grade outside the enclosed area;
  - 15.3.4. if erected on any other residential site, have a height not less than 1.2 metres above the grade outside the enclosed area;
  - 15.3.5. if erected on any other construction or demolition site, have a height not less than 1.8 metres above the grade outside the enclosed area;
  - 15.3.6. if constructed of plastic mesh, snow fencing or other similar materials, be securely fastened at 200mm on centre to vertical posts not more than 1.8 metres apart, and to horizontal members or a minimum 11 gauge cable at the top and bottom;
  - 15.3.7. the fence may be constructed of other materials if the fence can be shown to provide a measure of performance and safety satisfactory to the *Chief Building Official*; and
  - 15.3.8. be maintained in a vertical plane and in good repair.
- 15.4. When the *Chief Building Official* is of the opinion that fencing is required, the *permit holder* shall, prior to the commencement of any construction, demolition, or placement of materials or equipment on site, erect or cause to be erected fencing to the standards required by the *Chief Building Official* to enclose the construction or demolition site for the purpose of preventing unauthorized entry on the site. For the purposes of this part;

construction or demolition site shall include the area of the proposed construction or demolition and any area where materials or equipment are stored or operated.

**16. OFFENCES AND PENALTIES**

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

**17. SEVERABILITY**

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

**18. MISCELLANEOUS**

18.1. Schedules “A” and “B” shall form part of this By-law.

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

**19. REPEAL AND TRANSITION**

19.1. By-law Number 37-2018, is hereby repealed upon the date that this By-law comes into force.

19.2. Notwithstanding Sections 19.1 and 20.1 of this By-law, for any *complete application* received prior to the effective date of this by-law, the provisions of By-law Number 37-2018 shall remain in force and effect for the purpose of that application.

**20. EFFECTIVE DATE**

20.1. This By-law shall come into force on the 21 day of May, 2019.

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk

## **SCHEDULE “A” TO BY-LAW NUMBER 31-2019**

### **1. CALCULATION OF *PERMIT* FEES**

- 1.1. *Permit* fees shall be calculated using:
  - 1.1.1. the flat rate where indicated in the Tables of this Schedule;
  - 1.1.2. the product of the applicable fee multiplier in Column 3 of Table 2 of this Schedule and the related floor area or other measure specified in Column 2, or
  - 1.1.3. where a fee is not listed, a fee shall be paid in the amount of \$15 for each \$1000 or part thereof of the *construction value* prescribed by the *Chief Building Official*.
- 1.2. Except for classes of *permits* subject to flat rates, fees shall be based on the appropriate measure of the floor area of the project.
- 1.3. For any *permit* application for a class of *permit* described under Section B of Table 2, floor area used for the calculation of fees shall be the lesser of:
  - 1.3.1. the area contained within a single rectangle encompassing all of the proposed work, or
  - 1.3.2. the actual area of the tenant space.
- 1.4. When calculating fees based on floor areas, floor area is measured to the outer face of exterior walls and to the centerline of party walls or demising walls, except when calculating interior partition work. When measuring floor areas for interior partitioning, corridors, lobbies, washrooms, lounges, and other similar facilities are to be included and classified according to the major occupancy classification for the floor area with which they are associated. Where these areas are constructed in a shell-only *building*, fees shall be calculated at the applicable partitioned rate in Table 2.
- 1.5. When measuring floor area, no deduction shall be allowed for floor openings required for facilities as stairs, elevators, escalators, shafts and ducts. Interconnected floor spaces and atriums above their lowest level may be deducted from measured floor area.
- 1.6. Where incorporated with an application for a class of dwelling described in row 4 of Table 2, no additional fee is required for decks less than 4.5m<sup>2</sup>, fireplaces, unfinished basements, attached garages, heating or plumbing systems.
- 1.7. Where incorporated with an application for a class of *permit* described under Section A and B of Table 2, no additional fee shall be levied for mechanical, fire protection or green technology systems that form part of the work proposed under the application.
- 1.8. The occupancy classifications used in this By-law are based on the *Building Code* major occupancy classifications. For mixed occupancy classifications, the total payable fee shall be calculated by applying the fee multiplier for each occupancy prescribed in Table 1 to the floor area measured for each individual occupancy and taking the sum of the fees calculated for each occupancy.
- 1.9. Where an independent third party review is required, the Town may require that all or part of the associated costs be added to the *building permit* fee and be collected prior to issuance of a *building permit*.
- 1.10. Where a change of use *permit* is denied, the fees paid may be credited to an alteration *permit* which incorporates the construction required to accommodate the change of use.
- 1.11. Notwithstanding anything to the contrary in this By-law, construction or alteration of all *buildings* and structures on lands owned by the *Corporation* is funded, in part or in whole, by the *Corporation* shall not be subject to *permit* fees.

**Table 1 – Fees Payable for Permits**  
Forming Part of Schedule “A”

<b>Classes of Permits and Permit Fees</b>			
Item	Class of Permit	By-law Reference	Fee Payable
1.	<i>Building Permit</i>	3.2.1. 11.1.2.	See Schedule 'B' - Table 2 Minimum fee payable: <i>Minor Permits</i> - \$134 <i>Moderate Permits</i> - \$134 <i>Major Permits</i> - \$300
2.	<i>Demolition Permit</i>	3.2.2.	\$0.23 per square metre of floor area
3.	<i>Permit for a Stage of Construction (Partial Building Permit)</i>	3.2.3.	An amount equal to 10% of the <i>building permit</i> fee for each phase of construction. Minimum fee in accordance with Item 1 of this table Maximum fee is \$500 <i>Partial permit</i> fees are nonrefundable.
4.	<i>Conditional Building Permit</i>	3.2.6.	An amount equal to 10% of the <i>building permit</i> fee. Minimum fee in accordance with Item 1 of this table Maximum fee is \$1000 <i>Conditional permit</i> fees are nonrefundable.
5.	<i>Change of Use Permit (No construction proposed)</i>	3.2.7.	\$300 flat fee
6.	<i>Site Servicing Permit</i>	3.2.8.	An amount equal to 2.5% of the estimated <i>construction value</i> of the servicing
7.	<i>Signs Permit (regulated by the Building Code)</i>	3.2.9.	\$250 per sign
<b>Other Permit Fees</b>			
Item	Fee Type	By-law Reference	Fee Payable
8.	Resubmission of application previously found to be incomplete.	6.	25% of <i>permit</i> fee
9.	Revision to application or <i>permit</i>	8. 11.2.1. 11.2.2.	\$100 per hour The minimum fee for the review shall be the minimum fee in accordance with Item 1 of this table
10.	Alternative Solution Examination Fee	5. 11.2.3	\$500 or an amount equal to 10% of the <i>building permit</i> fee, whichever is lesser. Alternative Solution fees are nonrefundable.
11.	Transfer of <i>Permit</i>	9.	\$134 flat fee
12.	<i>Permit</i> Surcharge	11.3.	The greater of: a) Surcharge of 25% of the <i>permit</i> fee when construction has begun and a <i>permit</i> application has been received; b) Surcharge of 50% of <i>permit</i> fee when construction has begun and no <i>permit</i> application has been received, or c) \$134 flat fee

**Table 2 – Permit Types and Permit Fees**  
Forming Part of Schedule “A”

Item	Occupancy Classification and Work Description		Multiplier	Flat Fee
<b>Section A: CONSTRUCTION of new buildings, additions to existing buildings, including mezzanines</b>				
1	Group A – Assembly	Shell Only <sup>(1)</sup>	\$10.00	
2		Complete <i>Building</i> (partitioned, finished, mezzanine)	\$17.00	
3	Group B – Institutional	All Types	\$18.00	
4	Group C – Residential	Detached, Semi-Detached, Duplex, Triplex, Townhouse	\$13.50	
5		Apartment, Multiple Unit <i>Buildings</i>	\$13.50	
6		Motel, Hotel	\$13.50	
7	Group D – Business and Personal Services	Shell Only <sup>(1)</sup>	\$10.00	
8		Complete <i>Building</i> (partitioned, finished, mezzanine)	\$14.00	
9	Group E – Mercantile	Shell Only <sup>(1)</sup>	\$10.00	
10		Complete <i>Building</i> (partitioned, finished, mezzanine)	\$13.00	
11	Group F – Industrial	Shell Only <sup>(1)</sup>	\$7.00	
12		Complete <i>Building</i> (partitioned, finished, mezzanine)	\$9.00	
13		Unserviced Storage <i>Building</i>	\$5.00	
14		Parking Garage	\$4.00	
15		Farm <i>Building</i>	\$4.00	
16	All Occupancies	Service Floors	\$4.00	
<b>Section B: ALTERATION, REPAIR and OTHER STRUCTURES</b>				
17	Group A – Assembly		\$8.00	
18	Group B – Institutional		\$6.30	
19	Group C – Residential	Accessory Apartment	\$8.81	
20		<i>Retrofit Accessory Apartment</i>		\$134
21		All other Residential Occupancies	\$6.52	
22	Group D – Business and Personal Services		\$7.10	
23	Group E – Mercantile		\$5.14	
24	Group F – Industrial		\$4.74	
25		Accessory Utility <i>Building</i> (garden shed, gazebo)		\$134
26		Below Grade Entrance		\$300
27		Detached or Semi-detached Carport/Garage <sup>(2)</sup>		\$155
		Deck/Platform/Porch (unenclosed)		\$134
		Foundation/Unfinished Basement	\$4.00	
28		Permanent Tent/Air Supported Structure	\$4.00	
29		Retaining Wall (per metre of length or part thereof)	\$11.00 \$800 min.	
30		Single, Detached Portable Classroom		\$300
31		Temporary <i>Building</i> or Tent <sup>(3)</sup>		\$300
32		Temporary Sales Structure		\$500
<b>Section C: MISCELLANEOUS</b>				
33	Residential Service Connections	Service Connection (per lot)		\$134
34	Solar Panels	Serving Individual Dwellings		\$134
35		Serving all other <i>Buildings</i>		\$434
36		Balcony Guard Replacement/Repair (per metre of length)	\$1.50	
37		Electromagnetic Locking Device (each)		\$200/ea. \$800 max.
38		Fireplace/Woodstove		\$134
39		Parking Structure Repair	\$1.00	
	Column 1	2	3	4

Notes:

1. A shell *building* is defined as consisting of the structural foundation, framing system, and the exterior envelope and does not contain *building* services such as heating, ventilation and air conditioning (HVAC) system, fire protection system, plumbing facilities, etc.
2. Applies to *buildings* equal to or greater than 20m<sup>2</sup> in *building* area.
3. Except for temporary *buildings* on construction sites for office or sales purposes, fees for temporary *buildings*, including tents, apply to *buildings* erected for 30 days or less.



## SCHEDULE “B” TO BY-LAW NUMBER 31-2019

### DOCUMENTS & DRAWINGS REQUIRED FOR A COMPLETE APPLICATION

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

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

**Notes:**

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

## **SCHEDULE “C” TO BY-LAW NUMBER 31-2019**

### **CODE OF CONDUCT FOR THE CHIEF BUILDING OFFICIAL AND INSPECTORS**

#### **1. PURPOSE OF THE CODE OF CONDUCT**

- 1.1. To promote appropriate standards of behaviour and enforcement actions by the *chief building official* and inspectors in the exercise of a power or the performance of a duty under the *Act* or the *Building Code*.
- 1.2. To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the *chief building official* and inspectors in the exercise of a power or the performance of a duty under the *Act* or the *Building Code*.
- 1.3. To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the *Act* or the *Building Code* by the *chief building official* and inspectors.

#### **2. CODE OF CONDUCT**

- 2.1. In exercising powers and performing duties under the *Act*, the *chief building official* and inspectors, at all times, shall:
  - 2.1.1. Promote the safety of buildings with reference to public health, fire protection, structural sufficiency, conservation and environmental integrity, and barrier-free accessibility;
  - 2.1.2. Apply the *Act* and the *Building Code*, and all applicable laws, regulations and standards in an impartial, consistent and fair manner, independent of the influence of interested parties or members of Council, and without regard to personal interests;
  - 2.1.3. Maintain confidentiality in accordance with laws governing the freedom of information and the protection of privacy;
  - 2.1.4. Obtain the counsel of persons with expertise where the *chief building official* or inspector does not possess sufficient knowledge to make an informed judgment;
  - 2.1.5. Act honestly, reasonably and professionally in the performance of their duties;
  - 2.1.6. Act within the area of qualification obtained under the *Act* and maintain required legislated qualification;
  - 2.1.7. Keep up to date on current building practices through continuous education; and
  - 2.1.8. Comply with the provisions set out within the *Corporation* Employee Code of Conduct.

#### **3. ENFORCEMENT GUIDELINES**

- 3.1. The *Act* prescribes that the conduct of the *chief building official* and the inspectors will be measured against this Code of Conduct. Any appointed *chief building official* or inspector who fails to act in accordance with the provisions of this code may be subject to disciplinary action appropriate to the seriousness of the breach. All allegations concerning a breach of this code shall be made in writing.
- 3.2. In response to any allegation of a breach of this code, the *chief building official*, in consultation with the Manager of HR Services shall direct an investigation and where appropriate, recommend disciplinary action against any inspector who fails to comply with this code. Where allegations of a breach of this code is against the *chief building official*, the matter shall be brought to the attention of the Director of Planning and Development Services. Where allegations of a breach of this code is against a member of the Fire Service, the matter shall be brought to the attention of the Fire Chief.

3.3. Any *chief building official*, Director of Planning and Development Services or Fire Chief who receives a written complaint alleging a breach of this code shall investigate the matter, and where appropriate shall commence disciplinary action in accordance with the *Corporation* policies, procedures or applicable collective agreements. All communications received by a *chief building official*, Director of Planning and Development Services or Fire Chief concerning a breach of this code shall be held in confidence. The *chief building official*, Director of Planning and Development Services or Fire Chief shall advise the Office of the Chief Administrative Officer in writing about the particulars of the alleged breach, its investigation and the final disposition of the matter upon its conclusion.

#### **4. PUBLIC NOTICE OF THE CODE OF CONDUCT**

4.1. The *Act* states that the code must be brought to the attention of the public.

4.1.1. Building Approvals will advertise the Code of Conduct on an ongoing basis via the *Corporation* website and post in a conspicuous location.

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 32-2019**

Being a By-law recognize an easement in favour of Elexicon Energy Inc. to permit the installation of a switch gear unit over Part 1 on Plan 40R-30473.

WHEREAS The Council of The Corporation of the Town of Ajax deems it expedient to transfer an easement in favour of Elexicon Energy Inc. over Town owned lands identified as Part 1 on Plan 40R-30473.

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

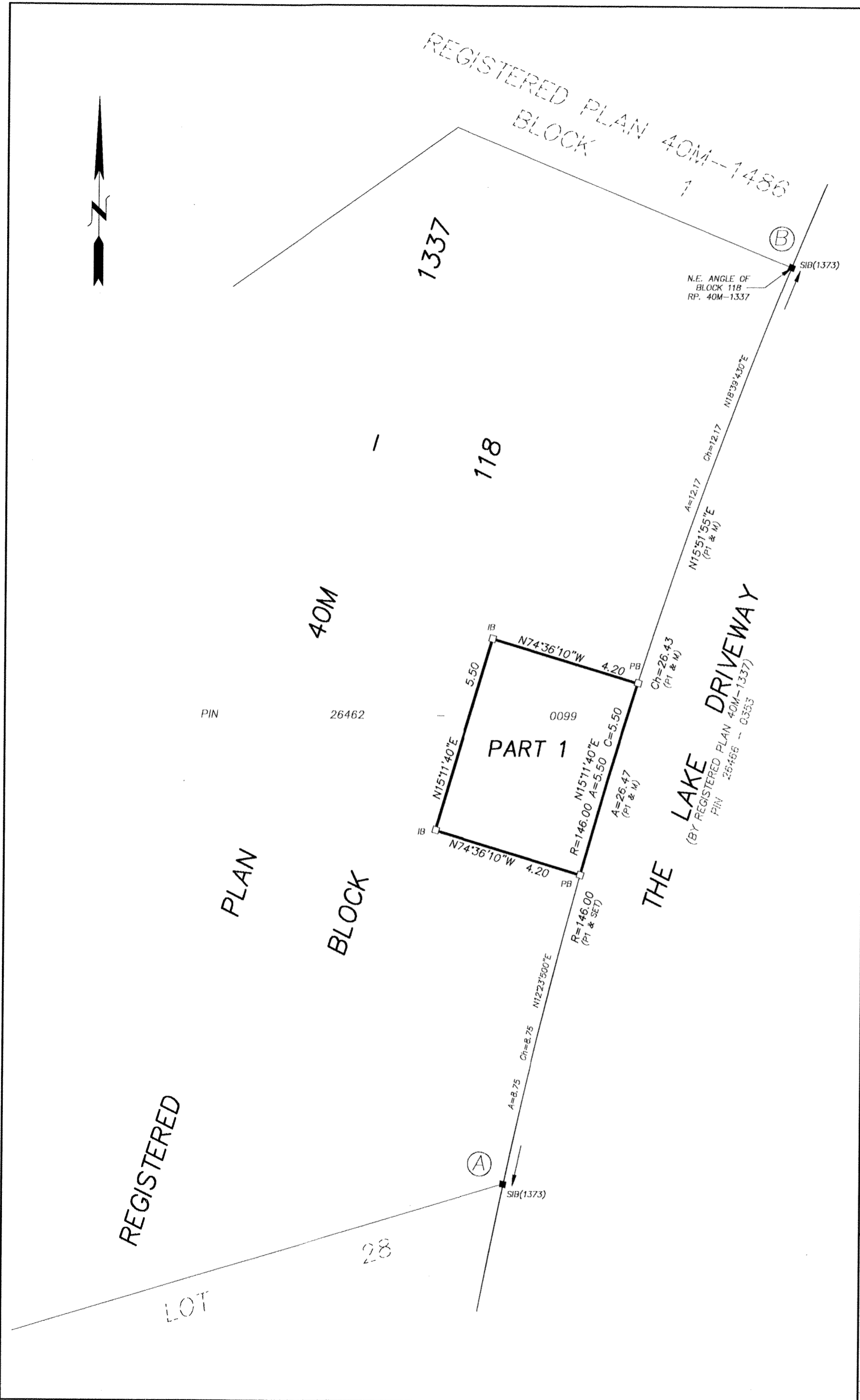
1. That the Corporation of the Town of Ajax hereby recognize the easement in favour of Elexicon Energy Inc. over Part 1 as indicated on Registered Plan 40R-30473.

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

**PLAN 40R30473**  
RECEIVED AND DEPOSITED

DATE APRIL 12, 2019.

*David Comery*  
DAVID COMERY  
ONTARIO LAND SURVEYOR

DATE April 12/19

**"N. HUTCHESON"**  
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF DURHAM (No. 40)

**SCHEDULE**

PART	BLOCK	REGISTERED PLAN	PIN
1	PART OF 118	40M-1337	PART OF 26462-0099

PLAN OF SURVEY OF  
**PART OF BLOCK 118,**  
**REGISTERED PLAN 40M-1337**  
**TOWN OF AJAX**  
REGIONAL MUNICIPALITY OF DURHAM

SCALE 1 : 100 METRES

- LEGEND**
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET
  - SSIB DENOTES SHORT STANDARD IRON BAR
  - SIB DENOTES STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - PB DENOTES PLASTIC BAR
  - CP DENOTES CONCRETE PIN
  - ∅ DENOTES ROUND
  - WIT DENOTES WITNESS
  - M DENOTES MEASURED
  - P1 DENOTES REGISTERED PLAN 40M-1337
  - 1373 DENOTES BENNETT & NORRGROVE LTD., OLS

**BEARING NOTES**

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD83(CSRs)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:

P1 - 1°15'25" COUNTER-CLOCKWISE

**DISTANCE NOTES - METRIC**

DISTANCES ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999899.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON APRIL 10, 2019.

APRIL 12, 2019. *David Comery*  
DATE DAVID COMERY, O.L.S.

**INTEGRATION DATA**

OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING A REAL TIME NETWORK AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRs)(2010).

URBAN ACCURACY PER SEC. 14(2), O.REG. 216/10.

POINT ID	NORTHING	EASTING
A	4854646.25	658105.68
B	4854671.64	658112.90

CAUTION: COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

IBW SURVEYORS  
IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: KJ | DRAWN BY: MSJ | CHECKED BY: DC | PLOT DATE: APRIL 12, 2019.  
FILE NAME: 5-12703-R-V6.DWG | copies available at LandSurveyRecords.com

**THE CORPORATION OF THE TOWN OF AJAX**

**BY-LAW NUMBER 33-2019**

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

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AJAX ENACTS AS FOLLOWS:

1. That By-law 05-2004, as amended, be further amended by deleting the following locations from Schedule II No Parking;

**SCHEDULE II**  
**NO PARKING**

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>LIMITS</u>	<u>COLUMN 4</u> <u>PROHIBITED TIMES</u> <u>OF DAY</u>
Monarch Avenue	East	From Centennial Rd to 92m south thereof	Anytime
Monarch Avenue	East	From 200m north of Clements Road West to 260m north thereof	Anytime

2. That By-law 05-2004, as amended, be further amended by adding the following locations to Schedule II No Parking;

<u>COLUMN 1</u> <u>HIGHWAY</u>	<u>COLUMN 2</u> <u>SIDE</u>	<u>COLUMN 3</u> <u>LIMITS</u>	<u>COLUMN 4</u> <u>PROHIBITED TIMES</u> <u>OF DAY</u>
Monarch Avenue	East	From Clements Road West to 10m North of Centennial Rd	Anytime

READ a first and second time this  
Twenty-first day of May, 2019.

READ a third time and passed this  
Twenty-first day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Acting Clerk