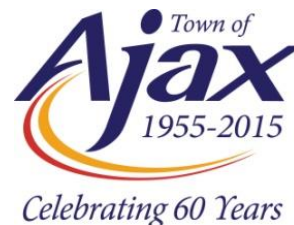


The Corporation of the Town of Ajax
GENERAL GOVERNMENT COMMITTEE



Thursday, February 5, 2015
In-Camera Meeting at 1:45 p.m.
Open Meeting at 2:00 p.m.
River Plate Room, Town Hall
65 Harwood Avenue South

Confirmed by: *[Signature]*

AGENDA

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

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

J. Dies, Chair
P. Brown, Vice Chair

Open Meeting

- 1. Call To Order**
- 2. Disclosure of Pecuniary Interest**

In-Camera

- 3. Authority to Hold a Closed Meeting and Related In-Camera Session**
 - *A personal matter about an identifiable individual, including municipal or local board employees; [Sec. 239 (2)(b), Municipal Act, 2001, as amended]*
- 3.1 2014-2018 Committee Appointments**
- 4. Consent Agenda – Considered to be routine, these items may be approved by one motion. Items may be separated and referred to the Discussion Agenda**
 - 4.1 [Contract Award – Bus Transportation Services](#), T. Vaughan-Barrett, Director, Recreation & Culture / J. Wood, Manager, Neighbourhood Programs & Active Living 3**
 - 4.2 [Contract Award – Rotary Park Bridge Repairs](#), D. Meredith, Director of Operations & Environmental Services / C. Bridgeman, Manager, Infrastructure and Capital Projects 5**
 - 4.3 [Pickering Village Community Improvement Plan – 2014 Façade Improvement Grant and Sign Grant Summary](#), P. Allore, Director of Planning & Development Services / C. Chrus, Senior Planner 11**
 - 4.4 [Extension of Animal Services Agreement](#), M. de Rond, Director of Legislative & Information Services / D. Hannan, Manager, By-law Services 20**

4.5	Ajax Municipal Housing Corporation Board Appointments , M. de Rond, Director of Legislative & Information Services / L. Billings, Legislative Services Associate	32
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5. Presentations / Discussion

None

6. Departmental Updates

In-Camera

7. Authority to Hold a Closed Meeting and Related In-Camera Session

- *A matter of advice subject to solicitor-client privilege, including communications necessary for that purpose [Sec. 239 (2)(f), Municipal Act, 2001, as amended]*
- *A personal matter about an identifiable individual, including municipal or local board employees; [Sec. 239 (2)(b), Municipal Act, 2001, as amended]*

7.1 Confidential Property Matter – Ajax Plaza Development Update

7.2 Confidential Staff Matter

8. Adjournment

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Tracey Vaughan-Barrett
Director, Recreation & Culture

PREPARED BY: Joanne Wood
Manager, Neighbourhood Programs & Active Living

SUBJECT: **Contract Award – Bus Transportation Services**

WARD(S): All

DATE OF MEETING: February 5, 2015

REFERENCE: RFT No. T14047 Bus Transportation Services

RECOMMENDATION:

1. That Council award the contract for Bus Transportation Services, to Stock Transportation in the estimated amount of \$85,612.67 (inclusive of all taxes), for a period of one year.
2. That Council authorize Staff to renew the contract for an additional two, one year periods, pending an analysis and satisfactory performance review at the anniversary date of the contract, in the estimated amount of \$178,457.75 (inclusive of all taxes).

BACKGROUND:

Recreation & Culture currently uses bus transportation services for its summer camps, playgrounds, older adult events, seniors' weekly charters, and special events. Having bus services available has helped our customers to access programs and services.

The anticipated contract dates for this service are March 1, 2015 to December 31, 2017.

DISCUSSION:

Request for Tender [RFT] documents were issued to eight prospective Bidders with Bids being received back from five of these, prior to the closing on December 16, 2014. Upon review of the five bids received, a number of arithmetical errors were discovered, resulting in a Corrected Total Tender Amount. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT	CORRECTED TOTAL TENDER AMOUNT
Stock Transportation	\$264,070.54	\$264,070.42
First Student	\$257,336.30	\$276,141.37
Student Transportation of Canada	\$288,113.20	\$287,369.47
1429634 Ontario Ltd.o/a Phoenix Transportation	\$308,477.77	\$308,477.79
Great Canadian Coaches	\$1,767,913.40	\$1,841,722.03

FINANCIAL IMPLICATIONS:

Funds for busing transportation services are included in the Recreation & Culture operating budget.

CONCLUSION:

It is the recommendation of staff that Stock Transportation be awarded the contract for Bus Transportation Services, being the lowest bidder meeting minimum specifications.

Joanne Wood – Manager, Neighbourhood Programs & Active Living

Tracey Vaughan-Barrett – Director, Recreation & Culture

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Dave Meredith
Director, Operations and Environmental Services

PREPARED BY: Catherine Bridgeman
Manager, Infrastructure and Capital Projects

SUBJECT: **Contract Award – Rotary Park Bridge Repairs**

WARD(S): 3

DATE OF MEETING: Thursday February 5, 2015

REFERENCE: RFT No. T15001 - Rotary Park ~ Pedestrian Bridge Repairs
RFS No. S15001 - Contract Administration ~ Rotary Park Pedestrian

RECOMMENDATION:

That Council Award the contract for the Rotary Park ~ Pedestrian Bridge Repairs to 2220742 Ontario Ltd. o/a Bronte Construction in the amount of \$195,557.80 (inclusive of all taxes).

That Council Award the contract for the Contract Administration ~ Rotary Park Pedestrian Bridge Repairs to Planmac Engineering Inc., in the amount of \$26,671.39 (inclusive of all taxes).

BACKGROUND:

In 1997, the Province of Ontario passed amendments to existing legislation in the (*Highway Traffic Act*), the (*Bridge Act*) and the (*Public Transportation and Highway Improvements Act*) that required all bridges, culverts and retaining wall structures with a span greater than 3.0 metres to be inspected at no greater than 2 year intervals.

The 2013 Town of Ajax Municipal Structure Inventory and Inspection Report identified significant repairs that are required for the pedestrian bridge at Rotary Park. These repairs include replacement of the existing wood decking as well as structural repairs and painting of the supporting structure.

DISCUSSION:

Request for Tender (RFT) documents were issued to 20 prospective bidders with bids being received back from six of these, prior to the closing on January 20, 2015. Upon review of the six bids received, a number of arithmetical errors were discovered, resulting in a Corrected Total Tender Amount. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT	CORRECTED TOTAL TENDER AMOUNT
2220742 Ontario Ltd. o/a Bronte Construction	\$195,557.80	\$195,557.80
All Services Inc.	\$210,818.45	\$199,518.45
McPherson/Andrews Contracting Limited	\$314,469.95	\$314,269.95
Guardian Bridge Rapid Construction Inc.	\$436,403.74	\$436,403.74
Iron Bridge Fabrication Inc.	\$638,031.90	\$638,031.90
Hawkins Contracting Services Limited	\$763,207.65	\$763,207.65

In addition to the contract award for the construction related activity to the Rotary Bridge, staff are recommending that the contract administration be awarded as a single source to Planmac Engineering for the following reasons:

- Planmac Engineering performed the detail design and original inspection for the repairs of the Rotary Park Pedestrian Bridge Tender;
- Planmac Engineering has the background documents, pictures, records from the original inspection to perform competent contract administration and inspection services with the Town's best interests in mind;
- Planmac Engineering have the capacity and the history of work proven through reference checks to perform this work; and
- Planmac Engineering have developed a rapport and relationship with the TRCA related to the design of this project.

The current Purchasing By-Law allows for purchases through negotiations, under certain conditions, more specifically, “where, at the discretion of the Department Head, with the approval of the Chief Administrative Officer, it is deemed to be in the best interest of the municipality to negotiate with vendors.”

This report and single source recommendation has been reviewed and approved by the Chief Administrative Officer.

FINANCIAL IMPLICATIONS:

Capital Account No. 971711 – Rotary Bridge Repairs

Approved Capital Budget \$ 350,000.00

Contract (net of HST rebate)	\$ 176,105.86	
Contingency	35,221.17	
Contract Administration	24,018.41	
Contingency	2,401.84	<u>\$ 237,747.28</u>
Available		<u>\$ 112,252.72</u>

The Contingency amount for construction will be used to remediate any unforeseen issues with the steel supports and any additional costs relating to requirements during the construction process.

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

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

COMMUNICATION ISSUES:

Staff will work with the TRCA, OPG and the City of Pickering to communicate the impending closure of the bridge at Rotary Park. Staff has developed a communication strategy to inform residents and trail users of the 12 week service disruption due to the Rotary Bridge closure.

Audience

- Residents (Ajax/Pickering)
- Trail Users – Pedestrian, Cyclists, etc.

Public Notice/Information Flyer

- Project scope
- Timeline
- Closures
- Image of the Bridge
- Map (Construction zone)
- Contact information
- Distribution at Town Facilities

Dedicated web page – ajax.ca/rotarybridge

- Central information hub for information and construction updates
- Revised Trail Map

Media Relations

- News Release & Photo Op. (start & end of construction)

Closure Signage

- Along the trail to alert users and bridge entry points
- Mobile Sign at Rotary Park entrance

Promotion

- Community Page (Closure notice, updates)
 - o 2 weeks prior to closing
 - o Throughout the 12 week closure (as needed)
- Social Media Posts (Facebook/Twitter)

Targeted Outreach

- Active Transportation & Trails Committee
- Recreation & Culture (Permits)

- Cyclists (Durham Cycling, Northern Cycle)
- Waterfront Renovation Trust
- TRCA
- Run Clubs (Running Free)
- Durham Tourism
- Pickering Residents (City of Pickering)
- OPG (Pickering) employees
- Canoe Club
- Ajax Welcome Cyclists Businesses (Business Development)



CONCLUSION:

It is the recommendation of staff that 2220742 Ontario Ltd. o/a Bronte Construction be awarded the contract for Rotary Park ~ Pedestrian Bridge Repairs, being the lowest bidder meeting minimum specifications.

It is the recommendation of staff that Planmac Engineering Inc. be awarded the contract for Contract Administration ~ Rotary Park Pedestrian Bridge, as a single source purchase.

ATTACHMENTS:

ATT-1: 2015 Capital Justification Sheet – Rotary Bridge Repairs

Catherine Bridgeman
Manager, Infrastructure and Capital Projects

Dave Meredith
Director, Operations and Environmental Services

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

Department	Operations & Environmental Services
Section	Operations
Project Name	Rotary Bridge Repairs
Submitted By	Tim Murphy, Supervisor, Infrastructure & Capital Projects
Start Year	2015
Project Number	0971711

PROJECT DESCRIPTION / JUSTIFICATION

The Town of Ajax 2013 Municipal Structure Inventory and Inspection Report provided a summary of existing bridge structure condition ratings and contains a comprehensive list of both the short-term and long-term maintenance, repair and/or replacement requirements for the Town's 61 bridge and culvert structures.

The pedestrian bridge at Rotary Park was identified for repairs in this report. The existing deck requires replacement and structural repairs to the steel supporting structure and painting of the supporting structure was recommended. This preventative maintenance is necessary to extend the service life of the Rotary Park Bridge.

Staff are recommending that this project be tendered in the winter months to allow for construction in early spring in an effort to reduce the impact felt by trail users during the summer months.

EXPENDITURES / FUNDING

	2015	2016	2017	2018	2019	Total
Total Expenditures	350,000					350,000
General Infrastructure Maintenance	350,000					350,000
Total Funding	350,000					350,000

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

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

PREPARED BY: Christy Chrus, MCIP, RPP
Senior Planner

SUBJECT: **Pickering Village Community Improvement Plan – 2014 Façade Improvement Grant and Sign Grant Summary**

WARD(S): 1 & 3

DATE OF MEETING: February 5, 2015

REFERENCE: June 19, 2014 General Government Committee

RECOMMENDATION:

That the report to the General Government Committee, dated February 5, 2015 entitled “Pickering Village Community Improvement Plan – 2014 Façade Improvement Grant and Sign Grant Summary” be received for information.

BACKGROUND:

On November 18, 2013, Council approved the Pickering Village Community Improvement Plan (CIP) that recommended a number of financial incentive programs to stimulate improvements and future development within Pickering Village that is sympathetic to the historical character of the area. The two programs that involve the direct contribution of municipal funds towards private property improvements are as follows:

- **Façade Improvement Grant Program** provides property owners a 50% matching grant to undertake restoration or upgrades to their buildings and properties that may not otherwise occur due to cost associated with these improvements. Such projects can include façade improvements to front, exterior side yards and interior side yards visible from the street; exterior accessibility upgrades to make the building more accessible; and structural and/or weather/water proofing repairs that may be required to maintain overall building integrity.
- **Sign Grant Program** provides property owners a 50% matching grant to install new signage, repair existing signage and install appropriate exterior lighting (i.e. goose neck lighting) to improve existing streetscapes in the area.

This report highlights the applications that were processed in 2014, outlining the total grant funding approved and a description of the type of work for each application.

DISCUSSION:

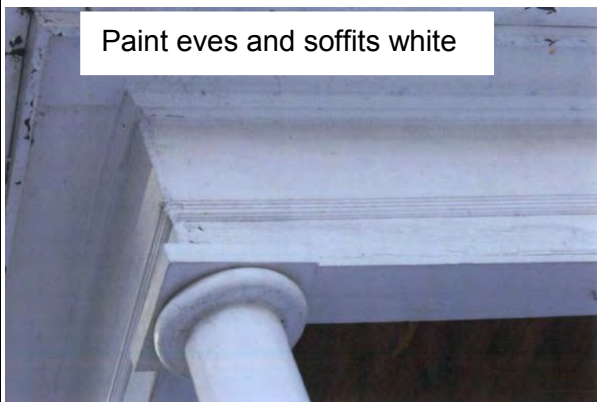
The Town approved a total of four applications in 2014 with a total grant value of \$39,475, within the \$40,000 budget. All four applications approved were for priority properties consisting of those properties either designated individually under Part IV of the Ontario Heritage Act or located within the newly created Pickering Village Heritage Conservation District, designated under Part V of the Ontario Heritage Act. The total project costs in terms of investment in Pickering Village for all four properties was \$104,867.


Two additional applications were received by the Town in 2014. One applicant requesting a Sign Grant withdrew. The other applicant requesting a Façade Grant still required Building Permit approval but the work needed prior to getting approval was not completed in time.

The following table provides a summary of the projects that were approved in 2014. Examples of this work is illustrated in Figures 1 – 5.

Address	Type of Grant	Description of Work	Total Grant
479 Kingston Rd W	Façade Grant	<ul style="list-style-type: none"> • Paint wood siding at front and sides of house existing blue colour; • Paint front door and frame, front porch and railings, pillars, windows, eaves existing white colour; • Remove existing railings and replace with new to match original (carport and side porch); • Remove and replace crumbling cement on front steps; • Remove and replace crumbling foundation at carport; • Paint deck; • Repair front pillar to original state. 	\$10,000
57 Cameron St	Façade Grant	<ul style="list-style-type: none"> • Four new heritage style single hung windows on front façade; • Weatherproofing basement foundation and increase structural stability; • New landscaped walkway along front of house. 	\$15,000
40 – 44 Old Kingston Rd	Sign Grant	<ul style="list-style-type: none"> • Four new signs on ground floor façade with exterior goose neck lighting; • Six projecting signs from 2nd storey façade for upper floor businesses. 	\$9,875
34 Old Kingston Rd	Façade Grant	<ul style="list-style-type: none"> • Replace existing front windows with new windows of same profile and style. • Aluminum frame replaced with a bronze colour frame. 	\$4,600

		<ul style="list-style-type: none">• Replace existing front door with new door inclusive of mail slot	
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Application: Façade Grant Application Location: 479 Kingston Road West	Figure 1 479 Kingston Rd W Before Photos	Town of Ajax Planning & Development Services 
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479 Kingston Road West Before



479 Kingston Road West After

Application: Façade Grant Application Location: 479 Kingston Road West	Figure 2 479 Kingston Rd W Before & After photos	Town of Ajax Planning & Development Services 
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57 Cameron Street (before) with old windows and walkway



57 Cameron Street (after) with new windows and walkway

Application:
Façade Grant Application

Location:
57 Cameron Street

Figure 3

**57 Cameron Street
Before & After photos**

**Town of Ajax
Planning &
Development
Services**





40 – 44 Old Kingston Road (before) with miss-matched signage



40 – 44 Old Kingston Road (after) with new signage and lighting

Application:
Sign Grant Application

Location:
40 - 44 Old Kingston Road

Figure 4

40 – 44 Old Kingston Road
Before & After photos

Town of Ajax
Planning &
Development
Services





34 Old Kingston Road (before) with windows and door



34 Old Kingston Road (after) with new bronze frame windows and door

Application:
Sign Grant Application

Location:
34 Old Kingston Road

Figure 5

34 Old Kingston Road
Before & After photos

Town of Ajax
Planning &
Development
Services



The success of these programs is evident and staff anticipates future applications will assist with continued revitalization efforts in the village over the coming years.

So far in 2015, staff have received one application for 13 Elizabeth Street to replace the aluminum siding with a 6" bevel wood siding, replace modern windows with new double hung 1 over 1 aluminum clad wood windows, replace aluminum soffits with white wood tongue and groove soffits and add interior foundation weeping tile to waterproof the basement with an approximate grant value of \$15,000. Staff have also had discussions with 12 other potential applicants looking to make upgrades to their buildings. The application window for 2015 opened on January 15 and will close on March 15 for the priority properties (i.e. properties within the Heritage Conservation District as well as those properties outside the district within Pickering Village that are individually designated under Part IV of the *Ontario Heritage Act*). If additional funding is still available, non-priority properties will be eligible to participate in the Façade Grant and Sign Grant programs after March 15.

FINANCIAL IMPLICATIONS:

A budget of \$40,000 was approved in 2014 for the Façade Improvement Grant Program and the Sign Grant Programs combined. The total value of grants issued in 2014 was \$39,475.

COMMUNICATION ISSUES:

The property owners within Pickering Village Community Improvement Plan (CIP) Area have been notified that funding is now available for the Façade Improvement Grant and Sign Grant Programs for 2015 through media advertisement. A new CIP Brochure has also been mailed to all property and business owners within the area.

CONCLUSION:

The Pickering Village Community Improvement Plan is intended to provide financial incentives to encourage appropriate restoration of existing heritage properties while guiding future development projects that are in keeping with the heritage character of the village. To date, the Façade Improvement Grant and Sign Grant Programs have been well received within the Pickering Village community.

Christy Chrus, MCIP, RPP Senior Planner

Gary Muller, MCIP, RPP Manager of Planning

Paul Allore, MCIP, RPP
Director of Planning and Development Services

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Martin de Rond
Director of Legislative & Information Services / Town Clerk

PREPARED BY: Derek Hannan
Manager, By-law Services

SUBJECT: **Extension of Animal Services Agreement**

WARD(S): All

DATE OF MEETING: February 5, 2015

REFERENCE:

RECOMMENDATION:

1. That the Town enter into an extension of the current Animal Shelter Services Agreement with the Town of Whitby in the amount of \$92,300 in 2014, \$95,100 for 2015, \$98,000 for 2016, \$100,000 for 2017, and \$103,000 for 2018 (plus H.S.T)
2. That the Mayor and Clerk be authorized to execute this agreement.

BACKGROUND:

Since 2006, the Town has benefited in a shared Animal Shelter Services Agreement with the Town of Whitby. The existing agreement expired at the end of 2013 but was extended pending the approval of the new agreement, which Whitby Council has authorized only just recently.

DISCUSSION:

Ajax and Whitby staff continue to be pleased with the working relationship established through this agreement. The agreement requires the Town of Whitby to provide the following services to Ajax:

- act as pound keeper for the Town of Ajax
- maintain the shelter in a clean and hygienic condition
- provide an exercise area where animals can be outdoors
- provide separate housing for cats and dogs
- provide quarantine facilities when required
- retain identified / unidentified animals for the applicable minimum period
- collect fees pursuant to Ajax's Dog and Cat By-law, when necessary
- provide veterinarian services as required 24 hours a day / 7 days a week

- provide for humane euthanizing of animals due to illness or temperament
- cremation or burial of animal cadavers in accordance with applicable legislation
- provide the shelter with an emergency alarm system for fire and break in and climate control

Aside from the dates and fees of the Agreement being amended, the only change in the Agreement is with regard to the hours of operation.

The proposed Shelter hours for service to the public is that start times have moved from 7:30am to 8:00am and the hours on a Friday have been changed from closing at 7:00pm to closing at 4:40pm. Ajax staff do not have a concern with the change of the service times in the agreement.

FINANCIAL IMPLICATIONS:

All increases in yearly fees reflect a standard 3% increase. Funds for Shelter Services are included in By-Law services operating budget.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

This mutually beneficial shelter services agreement with the Town of Whitby continues to provide Ajax residents with enhanced services at a reasonable cost.

ATTACHMENTS:

ATT-1: Extension of Animal Services Agreement – 2014
ATT-2: 2011 – 2013 Animal Shelter Services Agreement

Derek Hannan – Manager, By-law Services

Martin de Rond – Director of Legislative & Information Services / Town Clerk

Extension of Animal Shelter Services Agreement

THIS EXTENSION AGREEMENT is made as of the 1st day of January, 2014

BETWEEN:

THE CORPORATION OF THE TOWN OF AJAX

(hereinafter referred to as “**Ajax**”)

and

THE CORPORATION OF THE TOWN OF WHITBY

(hereinafter referred to as “**Whitby**”)

WHEREAS Ajax and Whitby are parties to an Animal Shelter Services Agreement dated the 31st day of October, 2011 (the “**Animal Shelter Services Agreement**”);

AND WHEREAS all other terms in the Animal Shelter Services Agreement save and except as amended and extended herein in this Extension of Animal Shelter Services Agreement (the “**Extension Agreement**”) shall remain in full force and effect and be binding upon the parties hereto in accordance with the terms therein;

AND WHEREAS in accordance with paragraph 2(3) of the Agreement, the parties mutually wish to extend the Animal Shelter Services Agreement on the terms and conditions as hereinafter provided;

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term of Agreement**

The term of this Extension Agreement (the “**Term**”) shall be the period of time from January 1, 2014 to December 31, 2016.

2. **Consideration**

For the services provided by Whitby to Ajax as described in the Animal Shelter Services Agreement, during the Term of the Extension Agreement, Ajax shall pay to Whitby the following Fee for each calendar year noted below, plus Harmonized Sales Tax (HST), in full (the “**Fee**”):

2014 Fee	\$92,300.00
2015 Fee	\$95,100.00
2016 Fee	\$98,000.00

3. **Renewal**

The parties agree to meet for the purposes of negotiating a new Animal Shelter Services Agreement between June 1, 2016 and December 31, 2016. In the event the parties are unable to negotiate a renewal of this Animal Shelter Services Agreement, this Animal Shelter Services Agreement shall terminate as at December 31, 2018.

2017 Fee \$100,000.00

2018 Fee \$103,000.00

4. **Hours of Operation**

Schedule “A” is hereby amended to reflect the new hours of operation and being open to the public as indicated in the attached amended Schedule “A”.

IN WITNESS WHEREOF the parties hereto have signed this Extension Agreement as of the date set forth above. The effective date of this Extension Agreement is the 1st day of January, 2014.

THE CORPORATION OF THE TOWN OF WHITBY

Per: _____
Don Mitchell, Mayor

Per: _____
Debi A. Wilcox, Town Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF AJAX

Per: _____
Steve Parish, Mayor

Per: _____
Martin deRond, Town Clerk

We have authority to bind the Corporation

**AMENDED
SCHEDULE “A”**

**SHELTER / POUND SERVICES
HOURS OF OPERATION**

Animal Shelter

Hours of Operation (Including phones) and Open to the Public	8:00 a.m. – 4:30 p.m.	Monday, Tuesday, Friday and Saturday
	8:00 a.m. – 7:00 p.m.	Wednesday and Thursday

(24/7 Pound Access for Ajax Staff based on Protocol)

ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT dated this day of , 200.

BETWEEN:

THE CORPORATION OF THE TOWN OF AJAX

(hereinafter referred to as "Ajax")

and

THE CORPORATION OF THE TOWN OF WHITBY

(hereinafter referred to as "Whitby")

WHEREAS the parties to this Agreement agree that Whitby shall provide Ajax certain animal shelter services described in this Agreement.

IN CONSIDERATION of the sum of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- a) "Animal Services Officer" means the individuals appointed from time to time by Ajax to enforce the provisions of the Dog and Cat By-law.
- b) "Dog and Cat By-law" means By-law No. 127-2009 of Ajax, amended or any successor legislation thereto.
- c) "Restricted Animal" means a restricted animal as defined by the Dog Owners Liability Act, R.S.O., 1990, c. D16 as amended.

2. Term of Agreement

- (1) **The term of this Agreement (the "Term") shall be the period from January 1, 2011, to December 31, 2013.**
- (2) This Agreement may be terminated by either party effective December 31 of any year of the Term, upon the giving of not less than six (6) months' written notice.
- (3) Provided neither party is in breach of any of the terms or conditions of this Agreement, this Agreement may be extended at the end of the Term for a further period of five (5) years on terms acceptable to both parties.

3. Consideration

- (1) **Ajax agrees to pay Whitby in consideration for the provision of services as described in this Agreement as a fee (the "Fee"), during the Term of the Agreement the following amounts plus Harmonized Sales Tax:**

2011 \$84,500.00

2012 \$87,000.00

2013 \$89,600.00

The parties agree to meet and negotiate a renewal of this Agreement. Such meeting or meetings shall occur between June 1, 2013 and December 31, 2013. In the event the parties are unable to

negotiate a renewal of this Agreement, this Agreement shall terminate as at December 31, 2014, and the fee for 2014 shall be \$92,300.

The Fee shall be payable in equally monthly installments, without invoice from Whitby, commencing January 1, 2011.

- (2) Ajax agrees that Whitby may retain any fees collected pursuant to the Dog and Cat By-law for daily maintenance and impound fees.
- (3) Ajax agrees to pay Whitby the costs for any animal held in quarantine and any extended boarding related to Restricted Animals, or any animal that Ajax has taken control of and delivers to the Shelter.
- (4) Ajax agrees that Whitby may retain amounts collected in respect of animals that are sold.
- (5) Whitby shall pay to Ajax quarterly all licence fees collected by Whitby pursuant to the Dog and Cat By-law. Whitby shall also include all written receipts at the time of payment to Ajax.

4. Provision of Animal Shelter

- (1) Whitby, at its own expense, shall provide and maintain and staff a fully equipped animal shelter (the "Shelter") for animals impounded within the Town of Ajax and the Shelter shall meet all provincial or federal regulations and standards for such shelters.
- (2) The Shelter shall contain all equipment necessary for its proper operation and, in particular, shall contain all equipment necessary for the humane disposal of animals.
- (3) The Shelter shall be open and shall be staffed, with competent and qualified persons, by Whitby, at its own expense, during the times set out in Schedule "A" attached hereto.

Although Whitby will always strive to maintain the hours as set out in Schedule A attached hereto, from time to time Whitby may have to adjust hours based on staffing and / or emergencies. Whitby shall notify Ajax when the Shelter will be closing early for public access.

- (4) Whitby shall provide Ajax or its Animal Services Officers with access to the Shelter during the times set out in Schedule "A" attached hereto.
- (5) Whitby shall provide Ajax or its Animal Services Officers with access to the Shelter and will staff the shelter at times other than those specified in response to emergency circumstances, if Ajax so requests at Ajax's expense.
- (6) Whitby will pay all costs of operating and maintaining the Shelter including collecting the animal Shelter daily maintenance fee, as prescribed, and any other impound fees or fees as set forth in the Dog and Cat By-law.
- (7) **Whitby will receive, impound and hold for claiming by the owners, any animal delivered to the animal shelter by Animal Services Officers, other duly authorized persons, or any resident of Ajax and dispose of unclaimed animals by sale or humane disposal in accordance with the Dog and Cat By-law.**
- (8) Whitby will provide special facilities for the quarantine of animals as may be ordered by the Medical Officer of Health of the Regional Municipality of Durham or any other person or persons having the authority to order the quarantine of animals.
- (9) Whitby will allow for "open house" days and school "guided tours" in an effort to promote a better understanding of animal control problems with citizens at large as requested by Ajax.

- (10) Whitby shall maintain a telephone line at the Shelter so persons in the Town of Ajax may make contact with the Shelter from the Town of Ajax without incurring a long distance charge.
- (11) Whitby and Ajax agree to comply with the Animal Services Protocol attached hereto as Schedule "B".
- (12) Notwithstanding that the services in this Agreement applies to dogs and cats, Whitby agrees to accept other dead animals at the Shelter for storage and disposal.
- (13) **Whitby shall notify Ajax or its Animal Services Officers of any advice it receives with respect to animals at large in the Town of Ajax and shall notify Ajax when a dog or cat is claimed by an Ajax resident.**
- (14) **Whitby shall ensure that all fees as required by the Dog and Cat By-law are paid in respect of impounded animals prior to releasing the animal to its owner including, but without limiting the foregoing, any costs incurred by Ajax relating to the care of an animal prior to the delivery of the animal to the Shelter. Whitby shall provide the Ajax resident with all information provided by Ajax regarding any Veterinarian reports, medical treatments, or medicines that the dog or cat has received.**
- (15) The Animal Services Officers shall complete the Animal Information Form as attached hereto as Schedule "C" at the time of delivering an animal to the Shelter.
- (16) **Whitby shall provide Ajax with any and all documents required for Court purposes including but not limited to certified copies of log books, ledgers, sign in / out forms, etc.**
- (17) **Whitby and Ajax will be committed to providing an environment free of discrimination and harassment, in which all individuals are treated with respect, dignity, are able to contribute fully and to create and maintain a safe workplace free from violence by the development of guidelines and preventative measures that will prohibit/prevent violent behaviour and will provide support and protection to all employees, visitors and contractors at the Shelter.**

5. Indemnity and Insurance

- (1) Whitby agrees to indemnify and save Ajax harmless in respect of all charges, costs, expenses and claims ("Claims") whatsoever arising in connection with the operation of the Shelter and the activities of its employees or persons for whom it is, at law, responsible except for Claims that are caused by Ajax, its Animal Services Officers or persons for whom Ajax is, at law, responsible.

6. Assignment

- (1) This Agreement may not be assigned by either party without the consent of the other.

7. Financial Information

- (1) Whitby agrees to provide Ajax with an activity report on a quarterly basis setting out the number of licenses sold with respect to Ajax animals.
- (2) Whitby agrees to provide Ajax with an activity report on a quarterly basis setting out the number of animals impounded, sold, disposed of and licences sold and such other pertinent information as may be reasonably requested by Ajax.

8. **Notice**

- (1) Any notice required to be given hereunder may be given by personal delivery, facsimile, transmission or registered mail,

- (a) in the case of Whitby to: The Corporation of the Town of Whitby
 The Town Clerk
 575 Rossland Road East
 Whitby, Ontario
 L1N 2M8 Fax (905) 668-7005

- in the case of Ajax to: The Corporation of the Town of Ajax
 The Town Clerk
 65 Harwood Avenue South
 Ajax, Ontario
 L1S 2H9 Fax (905) 683-1061

- (2) Each party may redesignate the person or the address, or both, to whom or to which such notice may be given by giving written notice to the other.

- (3) Any notice given in accordance with this section shall be deemed to have been given on the second day following the day of mailing or on the day of delivery or facsimile transmission, as the case may be.

IN WITNESS WHEREOF the parties have duly executed this Agreement as at the year and date first above mentioned.

THE CORPORATION OF THE TOWN OF WHITBY

Per: _____
 Mayor

Per: _____
 Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF AJAX

Per: _____
 Mayor

Per: _____
 Clerk

We have authority to bind the Corporation.

SCHEDULE “A”

**SHELTER / POUND SERVICES
HOURS OF OPERATION**

Animal Shelter

Hours of Operation	7:30am – 4:00pm	Monday & Tuesday
(Including phones)	7:30am – 7:00pm	Wednesday to Friday
	8:00am – 4:00pm	Saturday and Sunday

Open to the Public	8:00am – 4:00pm	Monday & Tuesday
	8:00am – 7:00pm	Wednesday to Friday
	8:00am – 4:00pm	Saturday

(24/7 Pound Access for Ajax Staff based on Protocol)

SCHEDULE “B”

ANIMAL SERVICES AFTER HOURS PROTOCOL SHEET

ANIMAL HUSBANDRY/HEALTH

1. The animal should be placed in the appropriate kennel. The proper food and water should be given to the animal depending on their type along with anything else that would seem applicable such as kitty litter for cats and a bed for nursing or labouring mothers.
2. Any animal being brought into the building should be health checked by the staff and considered in good health without major concerns or obvious injuries. All details should be noted accordingly. Health checking an animal would include such items as the sex of the animal, age of the animal, declawed cats, neutered male cats, ears, teeth, eyes, nose, animal temperament and all around general appearance of the animal.
3. Any animal requiring veterinary care should be done so prior to the animal being placed in the building. All details of the veterinary care taking place should be detailed and logged accordingly.
4. Live exotic non- domestic animals are not included the pound service agreement.
5. All babies requiring a nursing mother are not included in the pound services agreement.

RECORDING ANIMAL INFORMATION

1. Animal information form should be completely filled out and left in the “in” basket.
2. Any animals with a temperament problem should be duly noted on a blank side of the stray cards located in the animal kitchen and attached to the animals kennel.
3. All dead animals including animals that have been humanely euthanized by a licensed doctor of veterinary medicine, should be placed in the freezer located in the shed.
4. Any follow up required with another agency such as Durham Regional Health department should be recorded on the information sheet.

SECURING ANIMAL SERVICES

1. Upon entering the animal services building the alarm system should be deactivated and reactivated when leaving the building. All lights should be turned off with the exception of the overnight lights. The gate securing the compound should be locked. The perimeter doors should not be left unlocked at any time while working in the building. The kennel and animal kitchen area should be left free of dirt and debris with all used items put away.

SCHEDULE “C”**ANIMAL SERVICES
STRAY ANIMAL INFORMATION FORM**

All questions and information must be completed in order to turn a stray animal over to animal services.

PERSONAL INFORMATION OF THE PERSON TURNING OVER THE STRAY

NAME:

ADDRESS:

CITY:

DRIVERS LICENCE NUMBER OR OTHER I.D. USED

TELEPHONE: HOME:

BUSINESS:

CELL:

ANIMAL INFORMATION

SPECIES:

BREED:

COLOUR:

AGE:

SEX:

IDENTIFICATION TYPE ON THE ANIMAL:

ANIMAL DESCRIPTION:

TOWN OF AJAX EMPLOYEE INFORMATION

NAME:

DATE & TIME ANIMAL WAS FOUND:

EXACT LOCATION ANIMAL WAS FOUND:

WHAT WAS THE ORIGINAL NATURE OF THE CALL:

DO YOU HAVE ANY HISTORY OR BACKGROUND INFORMATION:

WAS THE ANIMAL INVOLVED IN ANY ATTACKS OR ALTERCATIONS:

IS THERE ANY REASON FOR ANY FURTHER INVESTIGATION OR CHARGES:

IF CHARGES LAID, WHAT WERE THEY:

DID THE ANIMAL NEED MEDICAL CARE:

TYPE OF INJURY SUSTAINED:

WHICH CLINIC DID THE TREATMENT:

WHAT WAS THE RESULT OF THE TREATMENT:

DISPOSITION OF THE ANIMAL:

SIGNATURE OF COMPLAINANT

SIGNATURE OF THE
TOWN OF AJAX EMPLOYEE

COMPLAINANT'S NAME PRINTED

EMPLOYEE'S NAME
PRINTED

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED TO: Martin de Rond,
Director Legislative and Information Services/Town Clerk

PREPARED BY: Lorraine Billings,
Legislative Services Associate

SUBJECT: **Ajax Municipal Housing Corporation Board Appointments**

WARD(S): All

DATE OF MEETING: February 5, 2015

REFERENCE: N/A

Recommendation:

1. **That the following nomination to the Ajax Municipal Housing Board be approved:**

Ludlow Williams, term expires May 2018

Background/Discussion:

The Ajax Municipal Housing Corporation (AMHC) has by-laws which govern the “transaction of affairs” of the Corporation, including appointments to the seven member Board of Directors. The By-laws dictate that two directors be elected for three year terms at each annual meeting of the Board. One of these six Directors is to be a member of Council. The seventh member is the Mayor, or in this instance Regional Councillor Ashby serving as the Mayor’s designate, for a term that matches the term of Council.

The AMHC By-laws require that the election of a director must be “approved in advance” by resolution of the Council of the Town of Ajax. Individuals are essentially “nominated” by Council resolution and are formally elected to the Board by the Corporation itself at the annual meeting. The Corporation is comprised of the Board and Town Council. The Board will determine the appointments to be made to the positions of President, Vice President, Treasurer, Secretary and Director.

The Board is presently comprised of the following members:

Councillor R. Ashby, Mayor’s Designate	term expires Nov, 2018
Councillor J. Dies, Council Representative	term expires Nov, 2018
Oliver Forbes	term expires May, 2016
Jacqueline Baker	term expires May, 2016
Kristen Winter	term expires May, 2017
Cheryl E Bage,	term expires May, 2017

As a result of the expiration of the term of Michael Richards in May 2014, the Board is recommending that Council nominate Ludlow Williams, for appointment for a term expiring in May 2018.

Financial Implications / Communication Issues / Conclusion:

n/a

Lorraine Billings, Legislative Services Associate

Martin de Rond, Director, Legislative and Information Services/Town Clerk