

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-152

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND THE PETERBOROUGH HUMANE SOCIETY (Small Animal Control Services)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and the Peterborough Humane Society in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 16th day of August, 2004

By-law read a third time and finally passed this 16th day of August, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 10th day of August, 2004.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the "City"

OF THE FIRST PART

- and -

THE PETERBOROUGH HUMANE SOCIETY

hereinafter referred to as the "Society"

OF THE SECOND PART

WHEREAS the Society is an affiliate of the Ontario Society for the Prevention of Cruelty to Animals, and exists in order to facilitate and provide for the prevention of cruelty to animals and their protection and relief there from, in accordance with the *Ontario Society for the Prevention of Cruelty to Animals Act*, R.S.O. 1990, c. O.36;

AND WHEREAS the Society maintains and operates an animal shelter for its objectives, and, in addition, since 1955, has acted as the City's Poundkeeper;

AND WHEREAS the City has enacted by-laws with respect to the regulation of dogs, cats and other animals;

AND WHEREAS, in addition to acting as the City's Poundkeeper, the Society has, since December 1, 1999, carried out duties related to animal control services, and shall continue to do so, as hereinafter defined:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.00 DEFINITIONS

1.01 For the purposes of this agreement:

- (a) "animal" shall mean any mammal, fish, reptile, or bird, whether domestic or wild.
- (b) "animal control services" shall mean the enforcement of the provisions of Chapters 180, 192 and 215 of the City of Peterborough Municipal Code, By-law 96-152, the *Dog Owner's Liability Act*, R.S.O. 1990, c. D.16, and noise complaints pursuant to Chapter 691 of the City of Peterborough Municipal Code, which complaints arise from the barking of dogs. It is understood that enforcement shall include investigation of complaints,

gathering of evidence, laying of Informations pursuant to the *Provincial Offences Act*, and giving evidence in the Ontario Court of Justice.

2.00 OBLIGATIONS OF THE SOCIETY

The City hereby retains the services of the Society to carry out the following duties:

2.01 Animal Control Services

To provide animal control services in accordance with the following:

- (a) to provide and supervise sufficient animal control officers to ensure that:
 - i) at least one (1) officer is available at all times during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excepting statutory holidays, and
 - ii) at least one (1) additional officer is available at all times from 8:00 a.m. to 4:30 p.m., Wednesday through Sunday, excepting statutory holidays, and excepting during Daylight Saving Time, when the said officer shall be available from 12:00 noon until 8:30 p.m., Wednesday through Sunday, excepting statutory holidays.
- (b) to provide a regular vehicular patrol, with a well maintained, suitably identified and radio equipped vehicle, of public streets, municipal parks and other City-owned lands, during the hours defined in subparagraph (a);
- (c) to respond, at any time, to reports of injured animals, suspected rabid or vicious animals, or confined stray dogs, including the capture, dispatching or removal of any such animal, as necessary, as well as submitting any reports required by law; and
- (d) to respond to and investigate, at any time, any incident in which a person or domestic animal has been bitten by a dog.

2.02 Animal Control Services - Special Events

To provide animal control services, upon request by the City, at such special events as may be conducted by the City from time to time. Such requests from the City for services shall be in writing and submitted to the General Manager of the Society at least thirty (30) days prior to the event.

2.03 Licensing

To continue, as the designate of the City Clerk, to carry out the licensing of dogs and kennels within the City of Peterborough, including the issuance of tags, in accordance with Chapter 192 of the City of Peterborough Municipal Code. The Society may employ agents for these purposes, as it sees fit.

2.04 Pound Facility

To provide, maintain and operate an animal pound facility, which is capable of providing adequate accommodation for animals having to be impounded, and which meets all requirements of any applicable Provincial regulation.

2.05 Reports

To submit to the Office of the City Clerk, on or before the 15th day of each month, a report covering the preceding month, with accumulated yearly total, including:

- (a) the number, by species, of animals impounded by the Society, in the course of animal control services;
- (b) the number of stray animals received by the Society, excluding those identified in subparagraph (a);
- (c) the number and type of by-law complaints received;
- (d) the number and type of warnings issued and charges laid; and
- (e) the number of dog tags issued.

2.06 Audited Financial Statement

To submit to the Office of the City Clerk, on or before June 30th in each year, a financial statement, as provided by the Society's auditor, for the year ending December 31st of the previous year.

2.07 Insurance

The Society shall, during the term of this agreement, maintain in full force and effect third party liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00), in which the City shall be an additional named insured, and which policy shall include a satisfactory cross-liability endorsement.

2.08 Indemnity

The Society agrees to indemnify and save harmless the City in respect of any claim, liability or cost of any nature whatsoever which may arise from the operations of the Society in fulfilling its obligations pursuant to this agreement.

3.00 OBLIGATIONS OF THE CITY

3.01 Compensation

The City agrees to compensate the Society for its services pursuant to this agreement in the following annual amounts, payable in advance in equal monthly instalments, on the first day of each month, commencing the 1st day of July, 2004, and concluding the 1st day of June, 2007:

(a)	July 1, 2004 to June 1, 2005	-	\$186,420.00
(b)	July 1, 2005 to June 1, 2006	-	\$198,900.00
(c)	July 1, 2006 to June 1, 2007	-	\$212,760.00

In addition, the City shall compensate the Society for any services provided pursuant to paragraph 2.02 of this agreement, at an hourly rate of \$26.50, within thirty (30) days of the receipt of an invoice therefor.

3.02 Realty Taxes

In the event that any of the Society's premises are assessed for realty taxes during the term of this agreement, the compensation provided in paragraph 3.01 shall be increased by the amount of such realty taxes.

3.03 Pound Fees/Fines/Licence Fees

In addition to the compensation provided in paragraph 3.01, the City agrees that the Society shall retain all of the following:

- (a) pound fees;
- (b) 50% of fines;
- (c) destruction and disposal fees; and
- (d) dog licence fees.

3.04 Disposal of Animal Carcasses

The City shall permit the Society to dispose of dead animals at the Bensfort Road Landfill site, or any future City landfill site, in a segregated area, which shall be pre-dug by the City on at least eight (8) hours notice. The City shall reimburse the Society, as requested, for all tipping fees associated with the disposal of dead animals.

