



City of
Peterborough

To: Members of the Finance Committee

From: Richard Freymond, Commissioner of Corporate and Legislative Services

Meeting Date: November 16, 2021

**Subject: 2022 Budget and Proposed Five-Year Agreement with the Peterborough Humane Society
Report CLSFS21-045**

Purpose

A report to inform Council that the 2022 Budget submission of the Peterborough Humane Society (PHS) will be received on Tuesday, November 16, 2021 and to seek approval to enter into a new five-year Agreement for the provision of animal control services for the City of Peterborough.

Recommendations

That Council approve the recommendations outlined in Report CLSFS21-045, dated November 16, 2021, of the Commissioner of Corporate and Legislative Services as follows:

- a) That the presentation and budget details presented to the November 16, 2021 Finance Committee by the Peterborough Humane Society for the 2022 Budget, be received for information;
- b) That the Mayor and City Clerk be authorized to execute an Agreement with the Peterborough Humane Society for a five-year term from January 1, 2022 to December 31, 2026 for the provision of animal control services for the City of Peterborough on terms acceptable to the Commissioner of Corporate and Legislative Services and in a form acceptable to the City Solicitor and substantially in the form attached as Appendix B to Report CLSFS21-045; and
- c) That Council pass a new Animal By-law in the form attached as Appendix C.

Budget and Financial Implications

There are no additional budget and financial implications of the recommendation.

The 2022 Draft Budget includes the necessary provision for 2022. Future operating budgets will include the appropriate provision for those respective years.

Background

The Finance Committee is scheduled to review the 2022 Draft Budget during the week of November 22, 2021. Tuesday, November 16, 2021 has been set aside to receive budget requests from outside Boards and Agencies. Representatives from the PHS will be attending to make a short presentation and answer questions about the 2022 amounts that are included in the Draft 2022 Budget.

Included on pages 203-204 of the 2022 Draft Budget Highlights Book is a high-level summary of information presented by the PHS.

As shown on the following chart, included in the budget request above the base levy of \$438,250, is an additional amount for Property Taxes in the amount of \$10,000. The comparative amount in 2021 is based on the current agreement in effect for 2021.

Service	2021 Approved	2022 Draft Budget	% Difference	\$ Difference
Peterborough Humane Society - Operating	355,194	438,250	23.4%	83,056
- Property Taxes	10,000	10,000	0.0%	0
	<u>365,194</u>	<u>448,250</u>	22.7%	83,056

There are a number of reasons why the recommended increase being proposed in the draft 2022 budget is more than what might otherwise be expected. These include:

- 1) The current agreement with the PHS for the provision of services which commenced on July 1, 2014, expires December 31, 2021. The funding provided for animal control services to the City had remained static for the last five years of the agreement and was in recognition of the City's \$1.5M capital campaign contribution to the new PHS build at 1999 Technology Drive. The City also paid directly the Development Charges for the facility in the amount of \$186,000.
- 2) There have been increased demands for services overall since 2019, such as:

- Enforcement case load have increased by 68%
 - Tickets have increased by 97%
 - Animals impounded within the City have increased by 55%
 - An increase for emergency services support and demand for these support services
- 3) As a result of the increased demands for services, there is an increase in the number of animal services staff complement to support those increasing demands within the City including: increasing Animal Control Officers by .5 FTE, Animal Care Staff by 1 FTE, Dispatch by .5 FTE and a 25% salary inclusion for the Animal Care Manager position. The breakdown of each position is to clarify and provide context to what allocation is being represented to support the wage & salary portion of the proposed budget. These direct position allocations were not detailed in previous agreements and were shown as a lump sum of wages.
- 4) General increases in the operational expenses in all facets of the organization including, but not limited to, utilities, food, medicine, fuel, disposal, and insurance.

The PHS is in the process of constructing the new \$10.8M facility. The facility will be a tremendous asset to Peterborough and will include a new Adoption and Education Centre; a regional High-volume Spay Neuter Clinic and a Provincial Dog Rehabilitation Centre. The new Centre will have up to-date facilities; be inviting to the public and it will provide employment growth and increase tourism to Peterborough.

Along with the 2022 Budget, a new five-year Agreement for the period ending December 31, 2026 (Appendix B) with an updated Animal Control By-law (Appendix C) is being presented for Council's consideration.

The 1% annual increase being proposed in future years will support some anticipated inflation and increased operational expenses that will come with operating within the new animal care centre.

A summary of the key provisions in the proposed Agreement include:

Term

The PHS will provide animal services for the City of Peterborough from January 1st, 2022 through December 31st, 2026 (5 Year Term) at which time a proposed extension would be reviewed.

Animal Enforcement & Education Services

PHS shall employ at least two full time officers and one part time officer to support the needs of the community. At least one officer is to be available at all times from 8:00am – 4:30pm Monday through Friday, except statutory Holidays, and at least one additional officer is available at all times from 10:00am – 6:00pm Wednesday through Saturday, except statutory holidays. During Daylight Savings Time the said officer(s) shall be available from 12:00pm noon to 8:30pm Wednesday through Saturday, except statutory holidays.

On Call & Emergency Support

This agreement includes coverage for required services for emergency after hours purposes (Police Assist, Fire Service and EMS) where animal services are required for emergency removal and boarding purposes.

Animal Care Staffing

The agreement includes adequate animal care staffing tasked with providing shelter, food, cleaning, and enrichment of animals while under the impound hold period.

Proposed Fee Schedule (based on 1% annual increase 2023-2026)

January 1, 2022 – December 31, 2022	– \$438,250.00
January 1, 2023 – December 31, 2023	– \$442,632.00
January 1, 2024 – December 31, 2024	– \$447,060.00
January 1, 2025 – December 31, 2025	– \$451,529.00
January 1, 2026 – December 31, 2026	– \$456,045.00

Pound Fees / Fines / Licence and Permit Fees

This agreement would support continuation of a 50/50 split on fines imposed in Provincial Offences Act prosecutions and would apply the same 50/50 split to administrative monetary penalties imposed pursuant to the new Animal By-law. Licensing revenues, costs and administration will continue to be managed through PHS.

The key provisions included in the new proposed Animal By-law (Appendix C) include:

Interpretation

Sections 2-7 provide clear rules for interpreting the By-law including definitions used throughout the By-law.

Licences

Section 8 continues the requirement for a licence to keep a cat or a dog or to operate a kennel and prescribes conditions applicable to each such licence. Sections 9-13 outline the process for submitting an application for a licence and the decisions that the Licence Administrator may make respecting the application. If an applicant is dissatisfied with a decision, the applicant has the right to appeal to a Hearing Officer.

Animal By-law Administration

Section 18 permits the Commissioner, Corporate and Legislative Services, to update in a timely manner the list of individuals who are permitted to enforce the Animal By-law.

Licence Revocation

Sections 20-22 outline the process for revoking the licence of a person who is not complying with the By-law including the person's right to appeal to the Hearing Officer against a pending revocation.

Animal Control Order

Sections 23-30 outline the circumstances in which and the process by which enforcement personnel may issue an animal control order to an animal's owner requiring the owner to do things to become compliant with the By-law including the owner's right to appeal to the Hearing Officer against the animal control order.

Animal Control

Section 31 prescribes minimum standards for humanely and responsibly keeping Animals.

Running at Large

Sections 32-34 continue the process by which Animals found "running at large" may be impounded, reclaimed by their owners (subject to payment of fees), sold, or otherwise disposed of and, in some circumstances, euthanized pursuant to the process contemplated by the Animals for Research Act (Ontario).

Exceptions/Exemptions

Section 35 outlines circumstances in which the By-law does not apply. Section 36 provides for City-approved leash-free parks as an exception (with conditions) to the prohibition on running at large. Sections 37-39 permit the Licence Administrator to grant exemptions, conditionally or otherwise and permit a person

to appeal to the Hearing Officer against a denial to exempt or against conditions imposed if an exemption is granted.

Appeal to Hearing Officer

Sections 40 and 41 outline the process by which a person may appeal to the Hearing Officer.

Administrative Penalties

Sections 42-44 permit administrative penalties to be used in the enforcement of the By-law and incorporates the process established by AMP System By-law 20-073.

Offences

Section 45 establishes an enhanced system of fines that may, in the discretion of the Court, be imposed in a Provincial Offences Act prosecution.

Further information will be provided by the PHS representatives on November 16, 2021.

Submitted by,

Richard Freymond
Commissioner of Corporate and Legislative Services

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Attachments:

Appendix A – Draft 2022 Budget for Peterborough Humane Society
Appendix B – Draft Agreement
Appendix C – Draft Animal By-law

Appendix A

Peterborough Humane Society

Animal Control/Pound Draft Budget 2022

Revenue	City of Ptbo -2021	City of Ptbo - 2022	Notes
City of Peterborough Services Revenue			
City of Peterborough Contract	\$ 365,194.00	\$ 438,250.00	
Dog and Cat Licensing Revenue	\$ 125,000.00	\$ 140,000.00	Dog and cat licensing revenue
50% of fines Issued	\$ 4,500.00	\$ 5,000.00	Fines associated with Bylaw infractions
Animal Care Revenue			
Impound & Board	\$ 10,000.00	\$ 10,000.00	Animals picked up by ACOs and/or public drop-off
Adoption	\$ 127,000.00		Removing from budget as revenue is offset by spay/neuter surgery costs
Owner Surrender		\$ 8,000.00	Owned animals surrendered into our care for rehoming
Total Revenue	\$ 631,694.00	\$ 601,250.00	
Expenses	2021	City of Ptbo - 2022	Notes
Staffing Expense			
Animal Control Staff	\$ 140,000.00	\$ 167,500.00	Animal Control Officer salaries (incl. EHT, WSIB, CPP, EI, Benefits, Pension) Dispatch Reception Licensing Public drop off Surrender Administration (incl. EHT, WSIB, CPP, EI, Benefits, Pension)
Administration Staff	\$ 110,000.00	\$ 56,000.00	Animal Care Staff (incl. EHT, WSIB, CPP, EI, Benefits, Pension)
Animal Care Staff	\$ 105,694.00	\$ 120,000.00	Operations Manager (incl. EHT, WSIB, CPP, EI) [25% dedicated to supporting ACO)
Management		\$ 15,000.00	
Animal Care Expenses			
Feed/Housing/Care	\$ 90,000.00	\$ 60,000.00	Food, Board, Vaccines, Flea & Tick, Internal parasites, Litter, cleaning supplies
Vet Emergency & General Care	\$ 55,000.00	\$ 44,000.00	Emergency Care and Services (not including spay/neuter)
Disposal	\$ 17,000.00	\$ 20,000.00	Gateway (cremation) and operational Waste removal
Animal Control			
Uniforms/Equipment/Misc.	\$ 3,500.00	\$ 3,000.00	Uniforms, protective footwear, protective gear, animal control and transport equipment
Telecommunications	\$ 9,000.00	\$ 10,500.00	Landline, Cell Phones & Emergency Page System
Vehicle R&M, Insurance, Plates	\$ 6,000.00	\$ 7,500.00	(2 vehicles)
Gasoline	\$ 7,000.00	\$ 8,000.00	
Office and Admin/Other			
Maintenance/Repair & Housing Costs	\$ 48,000.00	\$ 45,000.00	Building and grounds maintenance, utilities
Insurance	\$ 12,000.00	\$ 12,000.00	Commercial & Vehicle insurance
Licensing Supplies/Education and Outreach/ Compliance Programming	\$ 20,000.00	\$ 24,000.00	DocuPet - tags, forms, mail, postage
Office Supplies/Computers & Internet	\$ 8,500.00	\$ 8,750.00	Print, paper, stationary, postage, computer hardware, internet services
Total Expenses	\$ 631,694.00	\$ 601,250.00	
Revenue vs. Expenses	\$ -	\$ -	

Agreement for the Provision of Animal Services

THIS AGREEMENT DATED this ___ day of November, 2021

BETWEEN

The Peterborough Humane Society (PHS)

and

The Corporation of the City of Peterborough (City)

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Recitals

1. PHS is an affiliate of the Ontario Society for the Prevention of Cruelty to Animals.
2. PHS maintains and operates an Animal shelter for its objectives.
3. The City and PHS wish to set out the terms and conditions upon which PHS will function as the City’s Animal poundkeeper and provide Animal control services and Animal licensing services to the City.

NOW THEREFORE, in consideration of the premises and covenants herein the parties hereto agree as follows:

Interpretation

1. In this Agreement:

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- a) "Agreement" means this agreement and any schedules attached thereto as they may each be amended from time to time.
 - b) "Animal" means any member of the animal kingdom, other than a human.
 - c) "Animal Pound" means a facility related to the seizure, impounding and sale of Animals and the collection and disposal of dead Animals.
 - d) "Applicable Law" includes:
 - i) each By-law relating to Animals;
 - ii) each By-law relating to the administration or enforcement of a By-law relating to Animals;
 - iii) all provincial and federal law relating to Animals in respect of which the City has a role relating to administration or enforcement;
 - iv) such By-laws, provincial and federal law as each may from time to time be amended; and
 - v) the directions from time to time of the City's Fire Chief.
 - e) "By-law" means a by-law passed by Council of the City or passed pursuant to authority delegated by Council of the City.
 - f) "City" means The Corporation of the City of Peterborough.
 - g) "Commissioner" means the City's Commissioner of Corporate and Legislative Services.
 - h) "Contracted Services" means the services to be provided by PHS to the City pursuant to this Agreement including in sections 7 and 8.
 - i) "Cost of Services" means the cost of the Contracted Services to be paid by the City to PHS pursuant to section 9 of this Agreement.
 - j) "PHS" means The Peterborough Humane Society.
 - k) "Term" means the period commencing January 1, 2022 and ending December 31, 2026.
2. The table of contents and headings are for convenience and do not affect the interpretation of this Agreement.
 3. This Agreement will be interpreted in accordance with the laws of the Province of Ontario in effect from time to time.

Term

4. Subject to section 5, this Agreement is in effect during the Term.
5. Either party may terminate this Agreement by giving no less than six (6) months' written notice to the other.

Contracted Services

6. PHS will provide to the City Contracted Services during the Term in accordance with this Agreement, in accordance with Applicable Law and to the Commissioner's satisfaction.

Animal Pound

7. PHS will provide, maintain and operate an Animal Pound as follows:
 - a) The Animal Pound must function, operate and be maintained in accordance with all Applicable Law.
 - b) The Animal Pound must be open to the public and operate at all times between the hours of 8:00 a.m. and 4:30 p.m. for each of the days, Monday to Saturday, inclusive, except a day that is a statutory holiday.
 - c) The Animal Pound must be capable of providing adequate accommodation and care for Animals that are impounded at any time and from time to time. Without limitation, PHS must fully equip and supply the Animal Pound with sufficient equipment and supplies to perform its obligations under this Agreement including:
 - i) Maintaining and providing sufficient quantities and varieties of food to feed impounded Animals;
 - ii) Maintaining and providing sufficient equipment, apparatus, chemicals, pharmaceutical supplies and other materials and supplies necessary to ensure the humane and compassionate treatment of impounded Animals; and
 - iii) Employing a sufficient number of staff to operate the Animal Pound, providing appropriate training for and supervision of such staff and ensuring that each member of such staff has and maintains the necessary knowledge, experience and skills relevant to the fulfilment by PHS of its obligations under this section 7.

Animal Control Services

8. PHS will provide Animal control services as follows:
 - a) PHS will administer and enforce standards established by Applicable Law in accordance with Applicable Law.

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- b) Without limiting paragraph a), PHS will administer and enforce the City's system of Animal licensing as more particularly set out in City By-laws.
- c) PHS will provide a vehicular patrol of public streets, municipal parks and other City-owned land during the periods described in paragraph e).
- d) PHS will promptly respond to, investigate and address reports of injured Animals, Animals at large and Animals not kept in or otherwise in a state of compliance with Applicable Law. Without limitation, whenever practicable, PHS's initial response to each such report will be within thirty (30) minutes for emergencies and otherwise within sixty (60) minutes.
- e) PHS will employ and provide at least two (2) full time staff and one (1) part time staff to provide the services contemplated by this section 8 including as follows:
 - i) At least one (1) member of staff at all times between the hours of 8:00 a.m. and 4:30 p.m. for each of the days, Monday to Friday, inclusive, except a day that is a statutory holiday;
 - ii) For each period during the Term that is not during Daylight Saving Time, at least one (1) additional member of staff at all times between the hours of 10:00 a.m. and 6:00 p.m. for each of the days, Wednesday to Saturday, inclusive, except a day that is a statutory holiday;
 - iii) During Daylight Saving Time, at least one (1) additional member of staff at all times between the hours of 12:00 p.m. and 8:30 p.m. for each of the days, Wednesday to Saturday, inclusive;
 - iv) At any time other than those times described in clauses, on an on-call basis in response to calls for service by a police service, the City's Fire Services or by Emergency Management Services; and
 - v) Without limiting the preceding clauses of this paragraph e), such staff as may be requested by the City for each special event undertaken by the City from time to time provided a written request is submitted by the City to the Executive Director of PHS at least thirty (30) days prior to a special event.
- f) PHS will provide appropriate training for and supervision of the staff providing the services contemplated by this section 8 and will ensure that each member of such staff has and maintains the necessary knowledge, experience and skills relevant to the fulfilment by PHS of its obligations under this section 8.
- g) PHS will provide, maintain and repair sufficient equipment and technology to enable its staff to provide the services contemplated by this section 8 including
 - i) No fewer than two (2) vehicles; and

- ii) A smartphone for each such member of staff.

Cost of Services

9. The City will pay to PHS the Cost of Services in the following amounts for each year during the Term, payable in advance in equal monthly instalments on the first day of each month of the Term as follows:
 - a) 2022 \$438,250
 - b) 2023 \$442,632
 - c) 2024 \$447,060
 - d) 2025 \$451,529
 - e) 2026 \$456,045
10. Subject only to sections 11, 12 and 13, the payments contemplated by section 9 are all-inclusive for the provision of Contracted Services by PHS to the City and PHS is otherwise required to supply and do all such things at its expense to provide Contracted Services in accordance with this Agreement.
11. The City will pay to PHS an hourly rate of \$26.50 for each PHS employee who provides services to the City pursuant to clause 8.e)v) of this Agreement.
12. If PHS becomes liable to assessment and taxation by reason of PHS's ownership or occupation of real property for the provision of Contracted Services pursuant to this Agreement, the City will pay to PHS an amount equal to such assessment and taxation, prorated to the extent applicable to PHS's provision of Contracted Services pursuant to this Agreement.
13. PHS may retain or be paid the following amounts as and when they may be paid to PHS or the City, as applicable, in relation to Contracted Services:
 - a) Animal Pound fees;
 - b) 50% of fines imposed in Provincial Offences Act proceedings;
 - c) 50% of administrative monetary penalties imposed;
 - d) Animal destruction and disposal fees; and
 - e) Animal licence fees.

Reporting

14. PHS will submit to the Commissioner by the 15th day of each month a report respecting the immediately preceding month respecting each of the following matters including a year-to-date accumulated total for each such matter:
- a) The number, by species, of Animals impounded by PHS;
 - b) The number of stray or at-large Animals received by PHS, excluding those reported pursuant to paragraph a);
 - c) The number of complaints received and particulars of each such complaint including the response to each;
 - d) The number of administrative orders issued and particulars of each;
 - e) The number of Provincial Offences Act matters commenced and particulars of each;
 - f) The number of administrative monetary penalty notices issued and particulars of each;
 - g) The number of Animal licences issued;
 - h) Particulars of amounts retained by or paid to PHS pursuant to section 13; and
 - i) Particulars of such other matters as the Commissioner may, from time to time, require.
15. PHS will submit to the Commissioner by June 30 of each year a financial statement prepared by PHS's auditor for the year ending December 31 of the immediately preceding year. This obligation will survive termination of this Agreement.

Indemnification

16. PHS will indemnify and save harmless the City, its Councillors, employees, agents and volunteers (each an "Indemnatee") from and against demands, claims and proceedings which may be brought against or made upon any such Indemnatee and against all losses, liability, judgments, claims, costs demands or expenses which an Indemnatee may sustain, suffer or be put to in any way related to the provision by PHS of Contracted Services.

Insurance

17. PHS must procure and maintain in full force and effect at its expense a policy of Commercial General Liability insurance insuring against bodily injury (including death) and property damage with limits of not less than \$5,000,000 per occurrence or such greater amount as the Commissioner may from time to time request. Each policy must:
- a) Name the City as an additional insured;

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- b) Include a cross-liability and severability of interest clause;
 - c) Include broad form property damage coverage;
 - d) Include coverage to address liability respecting non-owned licensed motor vehicles;
 - e) Include a waiver of subrogation rights which PHS's insurers may have against the City;
 - f) Provide for no less than thirty (30) days' prior written notice of cancellation or change respecting coverage; and
 - g) Not restrict the provision of Contracted Services.
18. PHS must procure and maintain in full force and effect at its expense a Standard OAP 1 Automobile Insurance Policy including all applicable Standard OPCF Endorsements as are necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement. The policy will be subject to a limit of no less than \$5,000,000 per occurrence or such greater amount as the Commissioner may from time to time request.
19. PHS is solely responsible for procuring and maintaining in full force and effect at its expense such additional insurance, if any, that is necessary or advisable for PHS to fulfill its obligations pursuant to this Agreement.
20. PHS must submit to the Commissioner an executed certificate of insurance or certified copy of the policy for each policy of insurance required by this Agreement by the earlier of January 1 of each year of the Term and the tenth (10) day prior to the renewal date for each such policy.

Confidential Information

21. PHS must not use or disclose confidential information in its possession, control or power in any way related to Contracted Services except in accordance with this Agreement, Applicable Law and the Commissioner's directions from time to time. Upon termination of this Agreement, PHS must forthwith deliver to the City all records containing confidential information in any way related to Contracted Services.

Notice

22. Any notice or other communication required or contemplated by this Agreement must be in writing and delivered by regular lettermail, facsimile transmission, e-mail or by personal delivery as follows:
- a) To the City:
The Corporation of the City of Peterborough
500 George St. N.
Peterborough, ON K9H 3R9

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Fax: (705) 742 4138

E-mail: clerks@peterborough.ca

- b) To PHS:
The Peterborough Humane Society
385 Lansdowne St. E.
Peterborough, ON K9L 2A3
Fax: (705) 745 9770
E-mail: s.morey@ptbohs.com
Attention: Executive Director

23. The delivery of a notice or communication is effective as follows:

- a) On the third (3rd) day after being sent by regular lettermail;
- b) Upon receipt of a facsimile transmission or e-mail; or
- c) Upon personal delivery.

24. Either party may change particulars of its address, facsimile transmission number or e-mail address by giving notice of the change to the other party.

Entire Agreement

25. This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.

Successors and Assigns

26. Neither party may assign this Agreement except with the prior written consent of the other party. This Agreement enures to the benefit of and is binding on the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF PHS and the City have affixed their corporate seals attested by the signature of their duly authorized signing officers.

The Peterborough Humane Society

Shawn Morey, Executive Director
I have authority to bind PHS

The Corporation of the City of Peterborough

Diane Therrien, Mayor

John Kennedy, Clerk
We have authority to bind the City



The Corporation of the City of Peterborough

By-Law Number 21-[insert number]

Being a by-law to regulate to ensure that Animals are kept and treated humanely and responsibly.

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Recitals

1. The Council of The Corporation of the City of Peterborough wishes to ensure that animals are kept and treated humanely and responsibly.

Now therefore, The Corporation of the City of Peterborough by its Council enacts as follows:

Short Title

1. This By-Law may be referred to as the “Animal By-law”.

Interpretation

2. Unless otherwise stated:
 - a) a reference to any statute or regulation refers to a statute or regulation of Ontario as it may be amended or replaced from time to time;
 - b) a reference to a by-law refers to a by-law of the City as it may be amended or replaced from time to time; and
 - c) a reference to a section, paragraph, clause or schedule is a reference to this By-law’s section, paragraph, clause or schedule.
3. The table of contents and headings in this By-law are for convenience only and do not form part of this By-law.

4. If any part of this By-law is determined to be invalid by a court of competent jurisdiction, the invalid part is severed and the remainder continues to be valid.
5. In the event of any inconsistency between a provision of this By-law and of any other City by-law, the provision that, in the opinion of the Licence Administrator, more restrictively regulates, prevails to the extent of the inconsistency.
6. This By-law applies within the territorial limits of the City.
7. In this By-law:
 - a) "Animal" means any member of the animal kingdom or living beings, including mammals, birds, reptiles and fish but not including humans.
 - b) "Animal Control Order" means an order given pursuant to section 23 and more particularly described in sections 24 and 25.
 - c) "Applicant" means a Person who or that submits an Application.
 - d) "Application" means an application for a Licence.
 - e) "By-law" means this By-law including its schedules.
 - f) "Cat" means a domesticated feline animal.
 - g) "City" means The Corporation of the City of Peterborough or the geographic area of the City of Peterborough as the context requires.
 - h) "Council" means the City's Council.
 - i) "Dog" means a domesticated canine animal.
 - j) "Dwelling Unit" means connected space for residential purposes, within a building which includes one or more bedrooms, sanitary facilities and cooking facilities, all of which are provided for the exclusive use of the occupants thereof, and which has a private entrance from either the outside of the building or through a common area.
 - k) "Euthanized" means humanely destroyed.
 - l) "Fee" includes the applicable fee established by the User Fee By-law.
 - m) "Hearing Officer" means a hearing officer appointed pursuant to Hearing Officer By-law 20-077.
 - n) "Keep" includes to temporarily or permanently control, harbour, have custody of, keep, maintain, possess or store.
 - o) "Kennel" includes any Premises or part thereof, where more than three (3) Dogs or Cats are Kept for
 - i) breeding or show purposes; or for
 - ii) boarding purposes.
 - p) "Licence"
 - i) means a licence issued pursuant to this By-law; and
 - ii) includes a licence issued pursuant to Animal By-law 17-096 that had not expired or had not been suspended or revoked as at the day on which this By-law was in effect.
 - q) "Licence Administrator" means each of the following individuals from time to time employed by PHS
 - i) Executive Director;
 - ii) Manager of Finance; and
 - iii) Animal Care Manager.
 - r) "Licence Decision Notice" means a notice given pursuant to sections 13 or 39.
 - s) "Licence Revocation Notice" means a notice given pursuant to section 20.
 - t) "Licensee" means a Person to whom or to which a Licence has been issued.
 - u) "Minor" means an individual under the age of eighteen (18) years.

- v) "Muzzle" means a humane fastening or covering device that does not interfere with the breathing, panting, ability to drink, or vision of the Animal when fitted and fastened over the mouth of the Animal, but that is of sufficient strength to prevent the Animal from biting.
- w) "Normal Farm Practice" is as defined in the **Farming and Food Production Protection Act, 1998**, S.O. 1990, c. 1.
- x) Officer means each of:
 - i) the Licence Administrator;
 - ii) a municipal law enforcement officer appointed by Council or pursuant to authority delegated by Council to enforce this By-law; and
 - iii) a police officer employed by a municipal police force, by the Ontario Provincial Police or by the Royal Canadian Mounted Police.
- y) "Owner" means each Person who or that Keeps an Animal and includes
 - i) each Applicant;
 - ii) each Licensee;
 - iii) each Person responsible for the custody of a minor Person who Keeps an Animal; and;
 - iv) each Person who or that owns or leases Premises on or in which an Animal is Kept by any Person;
- z) "Person" includes an individual, corporation or partnership.
- aa) "Premises" includes a Dwelling Unit, building or structure and the land on which they are situate.
- bb) "Running at Large"
 - i) in reference to an Animal, means being found on or in any place in respect of which the owner of the place has lawfully prohibited the Animal;
 - ii) in reference to an Animal, means being found in any place other than the Animal's Owner's Premises and not under the physical control of any Person;
 - iii) without limiting clause ii), in reference to a Dog or to a Cat, includes not restrained by means of a leash not exceeding two (2) metres in length; and
 - iv) includes an Animal to which paragraph 24.e) relates.
- cc) "PHS" means The Peteborough Humane Society.
- dd) "User Fee By-law" means By-law 21-031 and, without limiting paragraph 2.b), includes fee by-laws from time to time passed by Council and applicable to Animals.
- ee) "Veterinarian" means a person holding a licence to engage in the practice of veterinary medicine pursuant to the **Veterinarians Act**, R.S.O. 1990, c. V.3.

Licences – Cats, Dogs and Kennels

- 8. No Person may Keep a Cat, Keep a Dog or operate a Kennel except pursuant to a Licence in respect of each such Cat, Dog or Kennel and except pursuant to the following conditions, each of which is a condition of obtaining and continuing to hold a Licence:
 - a) The Person complies with all applicable law including this By-law;
 - b) The Person complies with any conditions to the Licence imposed pursuant to section 12;
 - c) The Person is not a Minor;
 - d) The Person notifies the Licence Administrator in writing of any change to the information provided in an Application within seven (7) days of the date of the change;

- e) At all times during the term of the Licence, a legible tag acceptable to the Licence Administrator is affixed to the Cat or Dog to which the Licence relates; and
 - f) The Person is not indebted to the City except:
 - i) pursuant to an agreement in good standing; or
 - ii) in respect of current property taxes.
9. The Licence Administrator may refuse to accept an Application unless the Licence Administrator is satisfied that:
- a) the Application is complete, legible and submitted on forms from time to time established by the Licence Administrator;
 - b) an individual Applicant is not a Minor;
 - c) a corporate Applicant is incorporated pursuant to the laws of Ontario and is in good standing; and
 - d) the Application is accompanied by payment in full of any applicable Fee.
10. The Licence Administrator's decision to refuse to accept an Application is final and not subject to review including review by any Court.
11. The Licence Administrator may issue a Licence to an Applicant if the Licence Administrator is satisfied that the Application complies with section 9 and that the Applicant has complied and will comply at all times with this By-law. The Licence Administrator may otherwise refuse to issue a Licence.
12. In addition to conditions otherwise imposed pursuant to this By-law, the Licence Administrator may, at any time and from time to time, impose conditions to a Licence as the Licence Administrator determines are necessary to maintain the general intent and purpose of this By-law.
13. If the Licence Administrator issues a Licence with conditions pursuant to section 12 or refuses to issue a Licence pursuant to section 11, the Licence Administrator must give to the Applicant as soon as is reasonably practicable a Licence Decision Notice that includes the following information:
- a) where a Licence is issued with conditions pursuant to section 12, particulars of the conditions;
 - b) where a Licence is refused, particulars of the reasons for refusing to issue the Licence;
 - c) information respecting the process by which the Applicant may exercise the Applicant's right to appeal to the Hearing Officer against the conditions or the refusal to issue the Licence; and
 - d) a statement that the Licence Administrator's decision, unless modified or rescinded by a Hearing Officer, will be final and not subject to review including review by any Court.
14. An Applicant who or that receives a Licence Decision Notice may appeal the conditions or the refusal to the Hearing Officer pursuant to section 41.
15. A Licence Decision Notice that is not appealed pursuant to section 41 is final and is not subject to review including review by any Court.
16. A Licence expires on the earlier of:
- a) the first (1st) anniversary of the day on which it was issued; and
 - b) the day on which it is revoked.

Administration of By-law

17. The Licence Administrator may do such things as the Licence Administrator considers appropriate in the administration of this By-law including:
- a) determining Application requirements and related forms for the purposes of paragraph 9.a);
 - b) requiring information pursuant to paragraph 24.d); and

- c) making any determination that this By-law contemplates is to be made by the Licence Administrator.

18. The Commissioner may pass by-laws appointing or revoking the appointment of municipal law enforcement officers as Officers pursuant to clause 7.x)ii).

19. It is Council's opinion that the powers delegated pursuant to this By-law are of a minor nature having regard to the number of people, the size of geographic area and the time period affected by an exercise of the power.

Licence Revocation

20. In addition to any other remedy, where the Licence Administrator has reason to believe that a Licensee has not complied with this By-law, the Licence Administrator may give to the Licensee a Licence Revocation Notice that includes the following information:

- a) a statement that the Licence is to be revoked on a day which is no fewer than fourteen (14) days following the day on which the notice is given;
- b) particulars of the reasons for which the Licence is to be revoked;
- c) information respecting the process by which the Licensee may exercise the Licensee's right to appeal to the Hearing Officer against the Licence Revocation Notice; and
- d) a statement that the Licence Administrator's decision to revoke the Licence, unless modified or rescinded by a Hearing Officer, will be final and not subject to review including review by any Court.

21. A Licensee to whom or to which a Licence Revocation Notice has been given may appeal to a Hearing Officer against the pending Licence revocation pursuant to section 41.

22. Where the Licensee to whom or to which a Licence Revocation Notice is given does not appeal against it pursuant to section 41, the Licence will be deemed to be revoked on the fourteenth (14th) day following the day on which the Licence Revocation Notice was given.

Animal Control Order

23. In addition to any other remedy, an Officer may give to an Animal's Owner an Animal Control Order where the Officer has reason to believe that:

- a) the Animal has bitten or will bite a Person or another Animal;
- b) the Animal poses a threat to the health or safety of a Person or of another Animal; or that
- c) the Owner has not complied with this By-law.

24. An Animal Control Order may require the Owner to do such things at the Owner's expense as the Officer considers appropriate including, without limitation, any or all of the following:

- a) to Muzzle the Animal indefinitely or for a specific period and subject to conditions as may be specified;
- b) to restrain or to confine the Animal in such manner and subject to such conditions as may be specified;
- c) to cause the Animal to be examined and treated by a Veterinarian;
- d) to give to the Licence Administrator forthwith upon the Licence Administrator's requests from time to time such information and documents that the Licence Administrator determines are relevant to the Animal Control Order; and
- e) to cause the Animal to be surrendered or delivered to such Person as the Animal Control Order may direct.

25. An Animal Control Order must include the following information:

- a) particulars of the reasons for which the Animal Control Order was given;
- b) particulars of the things the Owner is required to do; and

- c) information respecting the process by which the Owner may exercise the Owner's right to appeal to the Hearing Officer against the Animal Control Order.
26. An Owner to whom or to which an Animal Control Order is given must forthwith comply with it and may appeal to the Hearing Officer against it pursuant to section 41.
27. An appeal to the Hearing Officer does not operate as a stay of the Animal Control Order.
28. An Animal Control Order that is not appealed pursuant to section 41 is final and is not subject to review including review by any Court.
29. Despite section 28 and paragraph 41.a), the Licence Administrator may rescind an Animal Control Order at any time.
30. Where an Animal Control Order is final and the Owner to whom or to which the Animal Control Order has been given has not complied with it, the Licence Administrator may cause to be done such things as, in the Licence Administrator's opinion, will result in compliance with the Animal Control Order and section 446 of the **Municipal Act, 2001**, S.O. 2001, c.25 applies with respect to such things done.

Animal Control

31. No Person may Keep an Animal and no Owner may permit to be Kept an Animal except pursuant to the following conditions:
- a) The Animal is not described in Schedule "A" to this By-law;
 - b) The Animal is not Running at Large;
 - c) The Animal's excrement is forthwith collected and disposed of in accordance with all applicable law;
 - d) The Animal is provided with shelter, food and water that is appropriate to the Animal's species;
 - e) The Animal is treated humanely;
 - f) The Animal is forthwith examined and treated by a Veterinarian when the Animal's health reasonably requires it;
 - g) The number of Cats Kept at any Premises does not exceed three (3);
 - h) The number of Dogs Kept at any Premises does not exceed three (3);
 - i) An Owner complies with the City's Noise By-law, Chapter 691 including in relation to any noise related to the Animal;
 - j) Without limiting paragraph i), an Owner does not permit a Dog to emit a barking sound while the Dog is on the Owner's Premises and outside of any Dwelling Unit, building or structure on the Premises;
 - k) An Owner complies with all law applicable to the Animal; and
 - l) An Owner does not permit the Animal to threaten the health or safety of a Person or of another Animal.

Running at Large

32. Where an Officer finds an Animal to be Running at Large, the Officer may cause the Animal to be seized and impounded and, for that purpose, without limitation to and in compliance with an Officer's power of entry at law, may use reasonable means including force to enter a vehicle, onto land and into a building or structure to seize and impound the Animal.
33. The Licence Administrator may, subject to the **Animals for Research Act**, R.S.O. 1990, c. A.22, cause to be Euthanized an Animal impounded pursuant to section 32.
34. Where an Animal is not Euthanized pursuant to section 33, the Licence Administrator may:
- a) permit the Animal to be claimed by the Animal's Owner upon compliance with this By-law and payment of any applicable Fee; or
 - b) sell or otherwise dispose of the Animal.

Exceptions / Exemptions

35. This By-law is without effect only to the extent of any conflict with the following:

- a) a Normal Farm Practice;
- b) law enforcement by a municipal police force, the Ontario Provincial Police or by the Royal Canadian Mounted Police;
- c) the **Accessibility for Ontarians with Disabilities Act, 2005**, S.O. 2005, c. 11;
- d) the lawful operation of an Animal hospital or clinic that is supervised by a Veterinarian;
- e) the lawful operation of a pound or shelter by the City or by a Person pursuant to an agreement with the City;
- f) the lawful activities of an organization permitted by law to provide protection for and humane treatment of Animals;
- g) emergency treatment to an injured, ill or abandoned Animal;
- h) the operation by the City of a public park, exhibition, or zoological garden; and
- i) the lawful operations of Premises registered as research facilities under the **Animals for Research Act**, R.S.O. 1990, c. A.22.

36. Paragraph 31.b) does not prevent an Owner from permitting the Owner's Dog to be unleashed in any area designated by the City for that purpose provided that at all times:

- a) the Owner and the Dog are within the designated area; and
- b) the Owner otherwise complies with this By-law.

37. The Licence Administrator may exempt any Person from all or any part of this By-law where the Licence Administrator is satisfied that the granting of the exemption would maintain the general intent and purpose of this By-law.

38. The Licence Administrator may impose such conditions as the Licence Administrator determines are appropriate in relation to an exemption granted by the Licence Administrator.

39. Where the Licence Administrator grants an exemption with conditions or refuses to grant an exemption, the Licence Administrator must give to the Person a Licence Decision Notice as soon as is reasonably practicable that includes, with necessary changes, the information prescribed by paragraphs 13.a), 13.b), 13.c) and 13.d). Sections 14 and 15 apply to the Licence Decision Notice.

Appeal to Hearing Officer

40. AMP System By-law 20-073 applies to appeals to the Hearing Officer respecting administrative penalties issued pursuant to sections 43 or 44.

41. Subject to section 40, the following rules and conditions apply to appeals to the Hearing Officer:

- a) A Person's right to appeal expires if it has not been exercised in the manner prescribed in paragraph b) before 4:30 p.m. on the tenth (10th) day after the Licence Decision Notice, the Licence Revocation Notice or the Animal Control Order has been given to the Person.
- b) A right to appeal is exercised by:
 - i) giving to the Licence Administrator written notice of the appeal that includes particulars of all grounds upon which the appeal is made; and by
 - ii) paying any applicable Fee.
- c) The Licence Administrator will give to the Person no fewer than seven (7) days' notice of the date, time and place of the hearing of the appeal.
- d) Where the Person fails to appear at the time and place scheduled for a hearing of the appeal, the Person's appeal is deemed to be dismissed and the Person must pay to the City any applicable Fee.

- e) Subject to paragraph d), the Hearing Officer may not decide the appeal unless the Hearing Officer has given each of the Person, the Licence Administrator and, as applicable, the Officer, an opportunity to be heard at the time and place scheduled for the hearing of the appeal.
- f) The Person is only entitled to be heard to the extent of the particulars included in the Person's notice given pursuant to clause b)i).
- g) The Hearing Officer may
 - i) respecting an appeal against a Licence Decision Notice or a Licence Revocation Notice, make any decision that the Licence Administrator could have made pursuant to this By-law; and may
 - ii) respecting an appeal against an Animal Control Order, affirm it, vary its terms or rescind it and, in the case of affirmation or variation, may extend the time for complying with any or all of its terms.
- h) The decision of the Hearing Officer is final and not subject to review including review by any Court.

Administrative Penalties

- 42. AMP System By-law 20-073 applies to each administrative penalty issued pursuant to this By-law.
- 43. Subject to section 44, each Person who or that contravenes this By-law is, upon issuance of a penalty notice in accordance with AMP System By-law 20-073, liable to pay to the City an administrative penalty of:
 - a) \$175 for the remainder of the first day on which the contravention occurs; and
 - b) \$275 for each subsequent day on which the contravention continues.
- 44. Each Person who or that contravenes this By-law by undertaking an activity without a required Licence is, upon issuance of a penalty notice in accordance with AMP System By-law 20-073, liable to pay to the City an administrative penalty of:
 - a) \$500 for the remainder of the first day on which the contravention occurs; and
 - b) \$750 for each subsequent day on which the contravention continues.

Offences

- 45. Subject to section 46, each Person who or that contravenes this By-law is guilty of an offence and, upon conviction, is liable to a fine for each day or part of a day on which the offence occurs or continues of:
 - a) not less than \$300 and not more than \$10,000 for a first conviction of an offence;
 - b) not less than \$400 and not more than \$25,000 for a second conviction of the same offence; and
 - c) not less than \$500 and not more than \$50,000 for a third or subsequent conviction of the same offence.
- 46. A Person is not guilty of an offence for which a penalty notice has been issued pursuant to sections 43 or 44.

Notices

- 47. Any notice to be given to a Person other than the City is sufficiently given:
 - a) when given verbally to a Person who is an individual;
 - b) when delivered in writing to the Person;
 - c) on the third (3rd) day after it is sent by regular lettermail to the Person's last known address; or
 - d) when sent to the Person by e-mail or by other means of electronic transmission.
- 48. For the purpose of paragraphs 47.c) and 47.d), a Person's last known address, last known e-mail address and other means of electronic transmission are deemed to include those provided pursuant to paragraph 9.a) as they may be changed pursuant to paragraph 8.d).

49. Any notice to be given to the City respecting an administrative penalty must be given in accordance with AMP System By-law 20-073.

50. Subject to section 49, any notice to be given to the City is sufficiently given:

- a) on the third (3rd) day after it is sent by regular lettermail to Animal Control, 385 Lansdowne St. E., Peterborough, ON K9L 2A3; or
- b) when sent by e-mail to ac@ptbohs.com

Good Faith Performance

51. No proceeding for damages or otherwise may be commenced against the City, the Licence Administrator, the Officer, a member of Council, or an officer, employee or agent of the City or a Person acting under the instructions of the officer, employee or agent for any act done in good faith in the performance or intended performance of a duty or authority under this By-law or for any alleged neglect or default in the performance in good faith of the duty or authority.

Repeal

52. Subject to sections 53, 54 and 55, Animal By-law 17-096 is repealed.

53. The repeal of Animal By-law 17-096 does not affect

- a) its previous operation;
- b) a right, privilege, obligation or liability that came into existence under it;
- c) an offence committed contrary to it, or any administrative order, penalty or fine imposed in connection with the offence; or
- d) an investigation, proceeding or remedy in respect of
 - i) a right, privilege, obligation or liability described in paragraph b), or
 - ii) an administrative order, penalty or fine described in paragraph c).

54. An investigation, proceeding or remedy described in paragraph 53.d) may be commenced, continued and enforced as if Animal By-law 17-096 had not been repealed.

55. An administrative order, penalty or fine described in paragraph 53.c) may be imposed as if Animal By-law 17-096 had not been repealed.

Effective Date

56. This By-law is in effect on January 1, 2022.

By-law passed this ____ day of November, 2021.

Diane Therrien, Mayor

John Kennedy, City Clerk

Schedule A: Prohibited Animals

Species	Specifics
Animals the Keeping of which is prohibited pursuant to federal or provincial law	
Anseriformes	Including ducks, geese, swans and screamers
Artiodactyla	Including camels, giraffe, deer, elk; Excluding pot-bellied pigs, Vietnamese pot-bellied pigs and Kune Kune pigs
Canidae	Including hybrid wolf dog or hybrid coyote dog; Excluding Dog
Chiroptera	Including bats, myotis, flying foxes
Columbidae	Including pigeons, doves
Crocodylia	Including alligators, crocodiles, gavials, caiman
Edentate	Including anteaters, sloths, armadillos
Erinacidae	Excluding African pygmy hedgehogs
Felidae	Excluding Cats
Galliformes	Including chickens, turkeys, grouse, peacock
Hyaenidae	Hyenas
Hyracoidea	Hyrax
Lagomorpha	Including hares, pikas; Excluding domestic rabbits
Lizards	Excluding those that will not reach an adult length exceeding two (2) metres measured from snout to tip of tail
Marsupiala	Including kangaroos, possums and sugar gliders
Mustelidae	Including skunks, weasels, otters, badgers
Perissiodactyla	Including zebra, tapir
Pholidota	Pangolin
Pinnipedia	Including but not limited to seals, sea lions, walruses
Poisonous or venomous Animals	Including spiders, snakes, lizards, insects
Primates	Including gorillas, monkeys, lemurs, apes
Proboscidae	Including elephants, rhinoceros, hippopotamus
Procyonidae	Including but not limited to raccoon, panda, coatimundi
Raptors	Including hawks, eagles, kites, harriers, osprey, owls, vultures, buzzards
Rodents	Including porcupines, prairie dogs, nutria;
Sciuridae	Squirrels, flying squirrels, red squirrels
Snakes	Including Green Anaconda, Yellow Anaconda, Reticulated Python, African Rock Python, Burmese Python, Indian Python, Amethyst Python; Excluding snakes that will not reach an adult length exceeding three (3) metres measured from snout to tip of tail
Struthioniformes	Including cassowaries, rhea, ostrich, emu, kiwi

Species	Specifics
Ursidae	Bears
Viverridae	Including mongoose, civet, genet
Wild Aminals	

Draft By-law