THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 27/2022

Being A By-law to Authorize Execution of a Service Contract between the Corporation of the Municipality of Port Hope and the Northumberland Humane Society for Animal Control Services

WHEREAS Section 8 of the Municipal Act, 2001, S.O. 2001, as amended, grants a Municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any Act;

AND WHEREAS at the Special Council meeting on April 26, 2022 Council passed By-law 26/2022 to dissolve the Joint Animal Control Municipal Services Board and divest municipal interest in the property known as Municipal Animal Services;

AND WHEREAS the proposed purchase and sale agreement between the Joint Animal Control Municipal Services Board, the joint municipalities (Port Hope, Hamilton and Alnwick/Haldimand), and the Northumberland Humane Society (NHS) identifies that a separate agreement will be entered into between NHS and the Township of Hamilton with respect to the provision of such services and the associated costs;

NOW THEREFORE BE IT RESOLVED That the Council of the Corporation of the Municipality of Port Hope enacts as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the Municipality of Port Hope an Agreement with Northumberland Human Society for animal control services with the terms and conditions as generally described and set out in Appendix “A” attached hereto and comprising part of this By-law upon final completion.

2. THAT the Mayor and Clerk are hereby authorized and directed to finalize any necessary Agreement changes as required to carry out the purpose of this By-law and to finalize the terms and conditions as generally described in Appendix “A”.

3. THAT this By-law will come into force and take effect upon the final passing thereof.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 26th day of April, 2022.

_____
Bob Sanderson, Mayor

_____
Brian Gilmer, Clerk

Appendix “A” to By-law 27/2022

THIS AGREEMENT made in duplicate this 26th day of April 2022

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE
(the “Municipality”)

Of the First Part

-and-

NORTHUMBERLAND HUMANE SOCIETY
(the “Humane Society”)

Of the Second Part

WHEREAS the parties to this Agreement agree that the Humane Society shall provide to the Municipality certain animal control services as described in this Agreement.

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

In this Agreement, the following words shall have the following meanings:

(a)“Animal Control By-law” means By-law No. 20/2020 or any successor legislation thereto;

(b) “Animal Control Officer” means those individuals appointed from time to time by the Municipality to enforce the provisions of the Animal Control By-law.

2. **TERM**

The term of this Agreement shall be the period from April 29, 2022 to December 31, 2026.

(a) This Agreement may be terminated by either party upon the giving of twelve (12) months’ written notice.

(b) This Agreement may be renewed by either party upon giving six (6) months’ prior written notice.

Such renewal shall be on the same terms and conditions, save and except that any fees payable hereunder shall be increased by the increase in Consumer Price Index for Canada (all items) over the initial term. The parties, however, shall review the cost and expenses incurred with respect to animal intake and animal control and by-law enforcement services over the prior five (5) years to determine if any further adjustments need to be made, either positive or negative, beyond the increase in the cost of living index set out above.

3. **CONSIDERATION**

(a) The Municipality agrees to pay the Humane Society in consideration for the provision of services as described in this Agreement during the term of this Agreement, an annual fee of Thirty-One Thousand, Two Hundred-Eighty ($31,280.00) Dollars, plus Harmonized Sales Tax, payable commencing May 2, 2022, and billed quarterly. This fee is subject to an annual increase in line with the current cost of living index set out above.

(b) The Municipality agrees that the Humane Society may retain amounts collected in respect of animals that are sold.

4. **PROVISION OF ANIMAL SHELTER**

(a) The Humane Society agrees, at its own expense, to provide and maintain and staff a fully equipped animal shelter for domestic animals impounded within the Municipality of Port Hope and that such shelter shall meet all applicable standards of the Municipality and provincial or federal standards for such shelters.

(b) The shelter shall be open and shall be staffed by the Humane Society, at its own expense, during the following times:

- 11:00 a.m. to 4:00 p.m. to Members of the Public

or as otherwise mutually agreed upon by the parties in writing.

(c) The Humane Society will provide the Municipality or its designates with access to the shelter at times other than those specified in response to emergency circumstances, if the Municipality so requests

(d) The Humane Society is responsible for all facets of the operation and maintenance of the shelter including collecting any impound fees or other fees as set forth in the animal Control By-law.

(e) The Humane Society will receive, impound and hold for a minimum of 72 hours claiming by the owners, any animal delivered to the animal shelter by Animal Control Offices or other duly authorized persons and dispose of unclaimed animals by sale, relocation accordance with the terms of the Animal Control By-law, the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended, or any other applicable legislation.

(f) The Humane Society will provide special facilities for the quarantine of animals as may be ordered by the Medical Officer of Health or Public Health Inspector of the Haliburton, Kawartha, Pine Ridge District Health Unit or any other person or persons having the authority to order the quarantine of animals.

(g) The Humane Society will discourage any attempts by any authority to claim or purchase animals for the purposes of research, notwithstanding the provisions of the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended. The Humane Society further agrees that neither it nor any of its employees shall, of their own volition, offer animals for sale for the purpose of research.

(h) The Humane Society will participate in community activities in an effort to promote a better understanding of animal control problems with citizens at large.

5. **PROVISION OF ANIMAL CONTROL**

(a) The Humane Society agrees to perform, at its own expense, all of the following services:

(i) The provision of Animal Control Officers for the purposes of enforcing the Animal Control By-law;

(ii) performing all tasks relating to animal control arising pursuant to the Animal Control By-law and other Municipality's by-laws which relate to animal control, unless otherwise specified in this Agreement;

(iii) issuing tickets or charges relating to offences under the Animal Control By-law and any other applicable by-laws, the Dog Owners' Liability Act, R.S.O. 1990, c.D.16, as amended and the Provincial Offences Act, R.S.O. 1990, c. P.33 as amended, and to appear on behalf of the prosecution in relation to such offences;

(iv) the release or disposal of any entrapped animals or animals victimized by accidents on roads and highways;

(v) "search and confine" operations and destruction, if necessary, when dealing with known or suspected rabid animals; and

(vi) delivery of domestic animals to the shelter.

(vii) to provide the Municipality with advice and assistance, upon request, as may be required relative to animal care;

(viii) to provide urgent veterinarian services for animals at the shelter as required;

(ix) to make all reasonable efforts to locate the owner of an animal brought to the shelter;

(x) to ensure all applicable fees are paid I respect of impounded animals prior to releasing the animal to its owner including any costs relating to the care of the animal by the Humane Society while at the shelter;

(xi) to provide the Municipality with any documentation required for court purposes including but not limited to certified copies of logbooks, ledgers and sign in/out forms;

(xii) to maintain reasonable records and statistics concerning all aspects of animal control under this Agreement;

(xiii) to promote the sale of dog licenses; and

(xiv) to render prompt and courteous service to all citizen inquiries respecting animal control.

(b) The Municipality acknowledges that the Humane Society is opposed to euthanizing animals and will instead provide veterinary care to the extent possible to save an animal's life. The Municipality, at its discretion, will consider requests from the Humane Society to contribute to costs of veterinary care for major injuries.

(c) In addition, the Municipality agrees to pay NHS Forty ($40.00) per hour for the "provision of Animal Control Services" The billing for such services is not to exceed $9,720 – for the Municipality - in any calendar year. The parties acknowledge the need for appropriate and sufficient Animal Control Services, and it is understood based on

historical statistics that the foregoing allowance should be sufficient. If it becomes apparent that this may not be the case, the parties agree to discuss and agree to a revised formula that will enable sufficient service levels and control costs:

Note:

	Total Annual Cost	Quarterly Billing	Animal Control at $40 per hour not to exceed annually
Port Hope	41,000	7,820	9,720
Hamilton	34,000	6,772	6,912
Alnwick Haldimand	31,000	6,508	4,968

(d) The parties acknowledge that there will be separate agreements between the Humane Society and the Corporation of the Municipality of Hamilton Township and the Corporation of the Municipality of Alnwick/Haldimand respectively incorporating the same terms and conditions, save and except the changes in financial contributions as set out in this Agreement.

(e) The parties acknowledge that there will be separate agreements between the Northumberland Humane Society and the Alderville First Nation and Municipality of Cramahe to provide enforcement and intake services.

6. INDEMNIFICATION AND INSURANCE

(a) The Humane Society agrees to indemnify and save the Municipality harmless in respect of all charges, costs, expenses and claims whatsoever arising in connection with the operation of the shelters, the provision of the services set out in this Agreement and the activities of its employees and volunteers.

(b) The Municipality agrees to indemnify and save the Humane Society harmless in respect of all charges, costs, expenses and claims whatsoever arising in connection with the provisions of animal control services set out in this Agreement.

(c) The Humane Society agrees to name the Municipality as an additional insured in respect of public liability and property damage insurance, including claims in respect to injury to or loss or death of any animal in minimum amount of $2,000,000.

7. ASSIGNMENT

This Agreement may not be assigned by the Humane Society without the consent of the Municipality.

8. **FINANCIAL INFORMATION**

(a) The Humane Society agrees to provide the Municipality with an activity report on a monthly basis setting out the number of dog licenses sold.

(b) The Humane Society agrees to provide the Municipality with an activity report on a quarterly basis setting out the number of animals impounded, sold, disposed of and dog licenses sold and such other pertinent information as may be requested by the Municipality.

9. **NOTICE**

(a) All notices required by this Agreement shall be given in writing by personal delivery or by fax or by fist class mail, postage prepaid, or by email as follows:

(a) The Corporation of the Municipality of Port Hope
56 Queen St.
Port Hope ON
L1A 3Z9

(b) Northumberland Humane Society
371 Ward St .
Port Hope, ON
L1A 4A4

or at such other address as may be given by one party to the other in writing from time to time and such notices shall be deemed to have been received when faxed or delivered, or if mailed, seventy-two (72) hours after 12:01 a.m. on the day following the day of mailing thereof, or if emailed upon confirmation of receipt.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the corporate parties hereto have hereunto affixed their corporate seals attested to by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED)
In the presence of:)
)
)
)