

Staff Report

Report To: Corporate Services Committee
Report From: Allison Penner, Deputy Clerk
Meeting Date: September 12, 2024
Report Code: CR-24-097
Subject: Dog By-law, Animal Control Contract and Policy Clean Up

Recommendations:

THAT in consideration of Staff Report CR-24-097 respecting the Dog By-law, animal control contract, and policy clean up, the Corporate Services Committee recommends that City Council directs staff to:

1. Bring forward a by-law to repeal and replace the Dog By-law, substantially in the form attached to the report;
2. Submit an application to the Ministry of the Attorney General for approval of the set fines for the Dog By-law substantially in the form attached to the report;
3. Provide notice of an amendment to the Fees and Charges By-law in accordance with the Notice By-law;
4. Bring forward a by-law to amend the Fees and Charges By-law substantially in the form attached to the report;
5. Bring forward a by-law to repeal Policies CS65 Animal Shelter – Costs to be Levied for Use of the Facility and CrS-C38 Social Media Usage Policy – OS Animal Control; and
6. Amend the level of service in the animal control contract as outlined in the report.

Highlights:

- The Dog By-law and Fees & Charges By-law require updating in advance of the animal control services procurement.

- Updates proposed to the animal control contract will make minor changes to service level provided to the public, increase support for capital costs, improve reporting, and remove out of scope tasks from Contractor responsibility.

Strategic Plan Alignment:

This report supports the delivery of Core Service.

Climate and Environmental Implications:

There are no anticipated climate or environmental impacts.

Previous Report/Authority:

[Dog By-law 2011-156](#)

[Fees and Charges By-law 2024-078](#)

[Report CR-24-038 Animal Control 2023 Year in Review](#)

[Report CR-24-061 3a6 Increase Online Services – Project Update](#)

Background:

The City's existing Animal Control Agreement came into effect in 2017. The Agreement had a term of 5 years and included the option to extend by 2 years, up to 2 times. The City exercised this option once, in 2022. The Agreement expires on December 31, 2024. The procurement for animal control services will be done through a Request for Proposals (RFP) launching in early Fall 2024, for an agreement start date of January 1, 2025.

The [Dog By-law](#) was enacted in 2011 with the last amendments occurring in 2018. Updating the Dog By-law in advance of the procurement for a new Animal Control Contractor will ensure that the Agreement for the service is structured to meet the needs of the City for its entire term.

The City is currently implementing DocuPet, a pet licencing management program. DocuPet offers a self-service online portal for the purchase of dog licences, a feature not provided for under the existing Dog By-law. Currently, dog owners are required to licence their dog by purchasing a new dog tag annually, valid from January to December of the calendar year. Through DocuPet, one dog tag is issued for the life of the dog, unless the owner

requests a replacement. Dog licences continue to be renewed annually but will now be valid for 365 days from the date of issue irrespective of date purchased.

The [Fees and Charges By-law](#) came into effect on July 1, 2024, and established fees for animal control between 2024 and 2026. Minor changes are required to the Fees & Charges By-law to accommodate changes to the Dog By-law, as described in the analysis section of this report.

City policies CS65 Animal Shelter – Costs to be Levied for Use of the Facility and CrS-C38 Social Media Usage Policy – OS Animal Control relate to animal control services. As the intents of these policies are either outdated, addressed under the Dog By-law or the animal control contract, staff recommend that these policies be repealed. The policies are included as Attachment 4 to the report.

Analysis:

This report considers changes across three guiding documents used in delivery of the City’s animal control services: the Dog By-law, the Fees & Charges By-law, and the contractual agreement for the delivery of animal control services. Updating each of these documents concurrently allows for the greatest alignment between them all, as well as provides for the most up-to-date terms to be provided to potential RFP bidders. Updates to each of the documents to accommodate implementation of DocuPet, and to eliminate the need for redundant policies outlined in the previous section, are also considered as part of this review.

Dog By-law

The draft Dog By-law is attached to the report and includes the following changes:

- New and updated definitions.
- Updates references to the annual replacement of dog tags to language that reflects DocuPet’s lifetime dog tags.
- Provides stronger enforcement mechanisms to match other updated City regulatory by-laws.
- Provides authority to animal control officers to enforce barking dog complaints.
- Adds notice and deemed receipt provisions for orders issued under the by-law.

- Adds the ability for an officer to charge an attendance fee when home visits are required more than once to ascertain compliance with a notice, direction or order, or if remediation is directed or conducted by the City.
- Clarifies that outstanding fees will be added to the tax roll.
- Removes references to shelter fees for impounded animals, which were removed from the Fees & Charges By-law effective January 1, 2025, in favour of increased reclamation and maintenance fees.

There is no change to the intent of the Dog By-law being proposed. This update is for housekeeping purposes and to align the by-law enforcement measures with current regulatory by-laws. The Dog By-law will come into effect January 1, 2025 to align with the new animal control contract.

When regulatory by-laws are updated, the short form wording and set fines are also reviewed. The proposed set fines are attached to this report and will need to be approved by the Ministry of the Attorney General. The proposed fines have been increased slightly to align with other set fines for regulatory by-laws. The proposed set fines are otherwise similar to the ones currently in place which have also been attached for review.

Fees & Charges By-law

Schedule A to the Fees & Charges By-law establishes fees related to animal control. Staff propose the addition of the following fees to align with the updated Dog By-law:

Table 1: Proposed Additional Fees

Fee Description	Fee Amount	Notes
Appeal – Dangerous Dog	\$200.00	This is the same amount charged for other appeals heard by the Committee of Adjustment. A substantial amount of work is involved in holding a hearing and committee members are compensated for each meeting.
Attendance Fee	\$30.00	This would be an hourly rate with a minimum charge of one (1) hour.

As required by the City's [Notice By-law](#), public notice of a change to the Fees & Charges By-law will be required. The new fees will come into effect January 1, 2025 to align with the Dog By-law and animal control contract.

Animal Control Services – Request for Proposals (RFP)

An RFP for animal control services will be launched in Fall 2024. The term of the resulting Agreement will be January 1, 2025 through December 31, 2029, with the option to extend the Agreement for 2 additional 2-year terms by mutual agreement between the City and the Contractor. Through the RFP process, staff are requesting that bidders outline the cost to provide animal control services to provided specification. The City will enter into a new Agreement for the provision of animal control services with the successful bidder in the RFP process.

Staff have structured the RFP such that it will result in a modernized service agreement between the City and the Contractor. A small number of public-facing changes will improve the level of service delivered to the benefit of the community. The bulk of the changes to the Agreement are administrative in nature. Additional changes relate to reporting to the City and elimination of tasks outside the scope of the Contractor.

The intention of the RFP restructuring is to enhance communication, transparency, and ease of implementing the Agreement for both the Contractor and the City. Proposed changes to the animal control services contract are outlined below. The City and the successful proponent will negotiate the terms of the Agreement before it is finalized.

1. Service Level to the Public

A small number of changes under the new Agreement will improve the public-facing operations of the animal shelter. Changes to the Agreement likely to be most noticeable to the public include those related to DocuPet implementation, animal shelter operations, and patrols of public spaces.

With the implementation of DocuPet, dog tags and donations will be easier to access. Individuals will be able to make a donation or order a dog tag online or in-person at the animal shelter or City Hall. Promotional materials for DocuPet will be posted at the animal shelter and the Contractor will continue to inform dog and cat owners of the requirement to licence their pets, and of the opportunity to donate online. Dog licence fees and donations will all be remitted to the City.

Public access to the animal shelter is crucial for both individuals looking to reclaim an impounded animal, as well as for those interested in pet adoption. At the outset of the existing Agreement, the current Contractor was operating the animal shelter with regular hours during which it was open to the public. In 2021, the City and the Contractor amended the existing Agreement to enable the animal shelter to be open to the public by appointment only. The current Contractor states that the by-appointment system is working well, reporting that the public appreciates access to appointments outside of regular business hours. Staff have received only one complaint from the public about operating hours. The new Agreement will retain the appointment-based system for visits from the public but will require that the Contractor have appointments available all weekdays and one of Saturday or Sunday each week. The Contractor will also be required to post the process for making an appointment on both their website and outside the animal shelter.

The current Contractor accepts payments at the animal shelter by cash, cheque and e-transfer. Under the new Agreement, the Contractor will also be required to accept payments by debit and credit cards. This change will enhance customer service and increase options for the public to make payments. While the Contractor will be responsible for providing their own point-of-sale infrastructure to accept these payment methods, staff will provide training and support to the Contractor, if required.

Under the current Agreement, the Contractor is required to conduct patrols of City streets and parks to monitor for by-law infractions including unlicensed and off-leash dogs. Patrols serve both as an opportunity to provide education and enforcement of the City's by-laws relating to animals. The current Agreement requires 20 hours per week of patrols, 5 hours of which must take place outside of the hours of 9:00 a.m. through 5:00 p.m. The new Agreement will remove the set number of hours of required patrol, instead requiring a total of 5 general patrols per week including at least one taking place on Saturday or Sunday. This change will allow the Contractor greater ownership of their patrol schedule. Patrol areas include City streets, parks, trails, and the off-leash dog park.

The new Agreement adds the requirement that the Contractor enforce the sections of the Noise By-law that pertain to barking dogs. The

Contractor will follow the procedure for responding to complaints of barking dogs currently applied by By-law Enforcement Officers. Staff have found that in responding to complaints of barking dogs, other issues often arise that are within the responsibility of the Contractor. The Contractor has the tools and training to deal with dogs that are dangerous or experiencing maltreatment.

2. Support for Capital Costs

Currently, the Contractor is allowed to use the City's animal shelter facility to provide services to other municipalities and First Nations. The Town of Hanover, Township of Georgian Bluffs, and Saugeen First Nation currently use the City's facility; the facility is essential to the animal control operations of these municipalities and First Nation. The Contractor has been remitting \$100 per month to the City for each municipality or First Nations using the City's facility, however this is not a requirement under the existing Agreement. The City also receives a fee, \$25 in 2024, for each impounded animal originating from outside the City.

The new Agreement will require that if the Contractor is using the City's facility to provide services to other municipalities or First Nations, a capital contribution for each municipality or First Nation will be required. The contractor will coordinate a facility use agreement with any municipal or First Nation contracts, however the terms of that agreement would allow the City to deal directly with the other municipality or First Nation to collect any capital contribution.

The capital contribution amount will be determined by the municipality or First Nation's population, at a suggested rate of \$0.60 per resident. Proceeds will be deposited into the City's Animal Shelter Capital Reserve. The City will allow the Contractor to continue using the animal shelter to serve municipalities and First Nations with which it currently has agreements at the existing \$100 per month rate until the contracts are renewed or replaced. The City will receive the reclamation and maintenance fees for each impounded animal, as set out in the Fees & Charges By-law.

3. Reporting to the City

Enhanced reporting mechanisms through the new Agreement will support better communication between staff and the Contractor. The Contractor will now report certain high-priority enforcement activities

that may have public safety implications, including the designation of a dog as dangerous, any muzzle order issued, and any charge laid under the *Dog Owner's Liability Act*. Lower-priority enforcement activities and investigations undertaken by the Contractor will now be reported monthly. The Contractor will report bi-annually on statistical information, including the number of calls for service, patrol logs, and building assessments from government oversight agencies.

4. Out of Scope Tasks

The new Agreement will eliminate tasks that the Contractor is presently responsible for, but that staff view as outside of their true scope of responsibility and expertise. The current contract requires that the Contractor remove dead animals from City roads, as well as trap and relocate nuisance wildlife on private property.

The current Agreement requires the Contractor to pick up and dispose of dead animals found on public property. In practice, the City's Public Works staff are regularly undertaking this task in order to ensure animal cadavers are removed in a timely manner. Public Works has the equipment and staffing needed to meet this requirement.

The current Agreement provides that the Contractor may trap problem wildlife, such as skunks and raccoons, outdoors within the City. This level of service is atypical for municipalities to provide and is replicated by private sector pest control companies. The new Agreement removes this role of the Contractor. Members of the public experiencing problems with wildlife on their property will now be directed to contact a pest control company. Any time the Contractor would have spent on this task will now be re-directed to other higher priority matters.

Financial Implications:

Financial implications are dependent on the outcome of the procurement process for animal control services, as the total cost for service will be dependent on bids received in response to the RFP.

The new animal control services Agreement is expected to increase the City's revenue due to the City retaining the full dog tag fee. As the Contractor previously received a portion of the dog tag revenue, staff expect this change will result in a slightly higher upfront cost to the City. However, staff time will be saved in no longer processing the frequent small-value

transactions related to dog licences. All monetary donations collected by the Contractor will be remitted to the City and used to offset animal shelter capital and operating costs.

If the Contractor continues to use the City's animal shelter facility to provide services to other municipalities and First Nations, capital contribution to the City for the use of the facility will be required. Capital contributions generated will support critical capital reinvestment in the animal shelter.

Communication Strategy:

This report provides an overview of the proposed changes to the Dog By-law, Fees & Charges By-law, and animal control levels of service. Once in effect, the City's website will be updated to include the revised Dog By-law, fee additions, and appeal information.

The animal control RFP will be advertised publicly in accordance with the City's [Purchasing By-law](#).

The City's current animal control contractor will receive a copy of this report and the updated Dog By-law for their information and so that they may respond to any questions from the public.

Consultation:

Deputy Clerk (Staci Landry), City Clerk, Manager of Legislative Services, Manager of Corporate Services, Deputy Treasurer, By-law Enforcement Officers

Attachments:

1. Draft Dog By-law 2024-XXX
2. Proposed Short Form Wording and Set Fines
3. Current Short Form Wording and Set Fines
4. Policies for Repeal
 - a. CS65 Animal Shelter – Costs to be Levied for Use of the Facility
 - b. CrS-C38 Social Media Usage Policy – OS Animal Control

Recommended by:

Allison Penner, Deputy Clerk
Briana Bloomfield, City Clerk

Kate Allan, Director of Corporate Services

Submission approved by:

Tim Simmonds, City Manager

For more information on this report, please contact Allison Penner, Deputy Clerk at apenner@owensound.ca or 519-376-4440 ext. 1235.