



The Corporation of the Municipality of Wawa
Staff Report

Office of the Director of Infrastructure Services

Prepared For: Council Meeting	Report No.: CS 2017-10
Agenda Date: October 17, 2017	File No.: 9.40.3

Subject

Animal Control Officer

Summary of the Recommendation

The recommendation explains the need for an Animal Control Officer, current budget values and expected changes to the Schedule of Fees.

Summary of the Issues

The Animal Control Officer position has been vacant and has allowed for numerous dogs to be loose throughout the town.

List of Stakeholders

- Rate Payers
- Council
- Staff

Purpose of Report

Wawa has been without an Animal Control Officer since 2015. There has been a number posts on Facebook regarding the number of dogs walking loose throughout the town. The town requires an Animal Control Officer to be on patrol and limit the amount of dogs that are loose throughout the town.

Respectfully Submitted By:

Prepared By:

Cory Stainthorpe
Director of Infrastructure Services

Analysis

Infrastructure Services has found a competent person who would like to take on the role of Animal Control Officer in order to help eliminate this issue. This will be a contract position that will be re-assessed after one (1) year in order to determine its feasibility and effectiveness. Should the position not be filled, the uncontrolled number of dogs will not decrease. WSIB coverage was researched and it is not required by an independent operator while working for the Municipality. We will have the Animal Control Officer sign-off so that they understand they are not covered by the Municipality's WSIB.

The Animal Control Officer will not be issuing fines; that will be done through the OPP and fees paid according to the schedule of fees will be done at Town Hall.

Financial/Staffing Implications

Currently there is a budget amount of approximately \$10,589 for 2017. This includes materials, supplies, building maintenance, insurance, phone and consulting fees. There will be a cost of \$120.00 per week for patrolling as well as additional charges of \$55.00 per dog if the Animal Control Officer is called out. Along with these costs the Municipality will cover the cost of fuel, a cell phone and liability insurance for the Animal Control Officer.

The majority of the cost for Animal Control will be for patrolling. The schedule of fees will be updated in order to help cover the cost of the Animal Control Officer. The current fees will be (\$50.00/day) and a progressive scale for each time a dog is picked up (\$75.00/first offense, \$125.00/second offense). We cannot predict the amount of income from animal control because this is based on the number of dogs impounded on a weekly and monthly basis.

Policies Affecting Proposal

A new agreement will be set up with the Animal Control Officer.

Alternatives

1. Approve hiring Animal Control Officer for the Municipality of Wawa on a one (1) year contract. **Recommended.**
2. Do not approve hiring an Animal Control Officer. **NOT Recommended.**

Conclusion

The approval of this recommendation would allow the Animal Control Officer position to be filled, thereby limiting or controlling the number of loose dogs in town. There would also be fewer complaints received by the Municipality.

Recommendation

It is recommended that Council approve the recommendation and allow for the hiring of an Animal Control Officer.

Attachments

Attachment 1: Animal Control Officer Agreement

**THE CORPORATION OF THE
MUNICIPALITY OF WAWA**

BY-LAW NO. XXXX-XX

BEING A BY-LAW to authorize The Corporation of the Municipality of Wawa to enter into an agreement with Daniel Collis to provide animal control services within the Municipality of Wawa.

WHEREAS Section 10 (1) of the Municipal Act 2001, S.O. 2001, Chapter 25, provides that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 10 (2) (9) of the Municipal Act, 2001, provides that a single-tier municipality may pass by-laws respecting animals;

AND WHEREAS the Council of The Corporation of the Municipality of Wawa deems it desirable to enter into an agreement with Daniel Collis for the provision of providing animal control services within the Municipality of Wawa;

NOW THEREFORE the Council of The Corporation of the Municipality of Wawa enacts the following as a By-Law:

1. **THAT** Municipality of Wawa By-Law No. 2760-14 be and is hereby repealed.
2. **THAT** the Council of The Corporation of the Municipality of Wawa does hereby enter into an agreement with Daniel Collis, 61 Hillcrest Heights, Wawa, Ontario, P0S 1K0, for the provision of providing animal control services within the Municipality of Wawa, according to the terms and conditions as set out in Schedule "A" to this by-law, a copy of which is attached hereto and forming an integral part of this by-law.
3. **THAT** the Mayor and Clerk be and are hereby authorized to execute the said agreement on behalf of the Corporation.
4. **THAT** this by-law shall come into force and effect immediately upon passage.

READ a first, second and third time and finally passed this 17th day of October, 2017.

RON RODY, MAYOR

CHRIS WRAY, CLERK

ANIMAL CONTROL OFFICER AGREEMENT

This agreement made, in triplicate, this 17th day of October, 2017

BETWEEN:

The Corporation of the Municipality of Wawa
(Hereinafter called "the Municipality")
OF THE FIRST PART

~ AND ~

Daniel Collis
(Hereinafter called "the Contractor")
OF THE SECOND PART

IT IS HEREBY UNDERSTOOD AND AGREED that the Contractor has been engaged by the Municipality of Wawa, to act as the Municipality's contract Animal Control Officer, effective **October 17, 2017**, according to the following terms and conditions:

1. **Additional Temporary Services**

- a) For a period of one (1) year following the agreement's effective date of **October 17, 2017**, the Contractor shall patrol for up to two (2) hours each day for a total of up to three (3) days per week as agreed upon between the Municipality (through the Director of Infrastructure Services or designate) and the Contractor.
- b) The hours of patrol can be anytime during the calendar day and do not need to be consecutive hours.
- c) The days of patrol can be any three (3) days during the calendar week and do not need to be consecutive hours.
- d) During patrol hours the Contractor shall be paid an hourly rate of \$20.00 per hour.
- e) For the period of one (1) year which the Contractor shall patrol the community, the Municipality shall reimburse the Contractor for mileage upon submission of bi-weekly claims.

2. **Fees**

- (a) The per animal fee shall be applicable during patrol hours or on a call-out.

FEE (per animal)

All Callouts will be an additional \$55.00 added to fees

Dogs	\$75.00
For catching and impounding dogs and completing the required paperwork.	+ \$40.00/night
Cats	\$75.00
For catching and impounding, and completing the required paperwork.	+ \$40.00/night
Tags	\$15.00
For issuing dog and/or cat tags.	

3. Availability

- a) Must be able to respond to complaints 24-hours per day, 7-days per week and advise the Municipality of telephone number(s) where he may be reached.
- b) The Municipality and the Contractor agree that due to employment commitments, the Contractor may at times be unavailable. The Contractor agrees to notify periods of time when unavailable so that other arrangements may be made by the Municipality through the Director of Infrastructure Services or designate.
- c) The Contractor will be required to feed, water and walk the animals twice daily on weekends and statutory holidays. The Contractor agrees to notify periods of time when unavailable so that other arrangements may be made by the Municipality through the Director of Infrastructure Services or designate.

4. Transportation/Equipment

- a) The Contractor shall provide his own transportation.
- b) The Municipality shall provide a cellular phone and apprehension equipment to the Contractor. All costs associated with the cellular phone (monthly services charges, phone purchase) will be borne by the Municipality. Long distance calls will not be permitted from the cellular phone service with the exception of contacting the Municipality.

5. Procedures

- a) Work closely with the Director of Infrastructure Services or designate and Ontario Provincial Police to ensure that the Animal Control By-Law Nos. 2512-11 and 1041-96 are appropriately administered on behalf of the Municipality.
- b) The Contractor shall promptly within reason notify Municipality (airport staff, Director of Infrastructure Services or designate), the dog and/or cat owner upon apprehension of dogs and/or cat.

6. Insurance

- a) The Corporation of the Municipality of Wawa agrees to provide Daniel Collis with the required liability insurance coverage.

7. Review

The Municipality shall review the agreement after one (1) year to ensure applicability.

DATED this 17th day of October, 2017.

**THE CORPORATION OF THE
MUNICIPALITY OF WAWA**

R. RODY, MAYOR

C. WRAY, CLERK

DATED this day of , 2017.

ANIMAL CONTROL OFFICER

Daniel Collis

WITNESS