

**THE MUNICIPAL CORPORATION OF NORTH ALGONA
WILBERFORCE TOWNSHIP**

BY-LAW No. 2022-05

**Being a By-Law to Authorize the Execution of an
Agreement Between the Corporation of North Algona
Wilberforce Township and Ontario Society for the
Prevention of Cruelty to Animals**

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25 provides that, except where otherwise provided, the powers of the Council shall be exercised by by-law;

AND WHEREAS the Council of the Corporation of North Algona Wilberforce Township deems it expedient to enter into an Agreement with Ontario Society for the Prevention of Cruelty to Animals to provide Poundkeeper services;

NOW THEREFORE the Corporation of North Algona Wilberforce Township enacts as follows:

1. THAT the Mayor and the Chief Administration Officer are hereby authorized to sign on behalf of North Algona Wilberforce Township the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. THAT this by-law shall come into force and take effect upon the date of final passing thereof.

READ A FIRST AND SECOND TIME THIS 18th DAY OF JANUARY, 2022.

**READ A THIRD TIME AND FINALLY PASSED THIS 18th DAY OF
JANUARY, 2022.**



James Brose, Mayor



Michelle Mantifel, Clerk

THIS AGREEMENT made in duplicate this 10th day of Feb 2022.

B E T W E E N:

THE CORPORATION OF TOWNSHIP OF NORTH ALGONA WILBERFORCE

Hereinafter referred to as the "Township"
of the FIRST PART

- and -

**ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY
TO ANIMALS (Ontario Humane Society)**

Hereinafter referred to as the "Society"
of the SECOND PART

WHEREAS the Society has the facilities and is prepared to provide Poundkeeper services for the Township of North Algona Wilberforce;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. TERM

- 1.1. This agreement shall commence on February 1, 2022 and shall continue in full force and effect until December 31, 2025

2. THE TOWNSHIP AGREES:

- 2.1. To appoint and it does hereby appoint the Society as Poundkeeper for the Township of North Algona Wilberforce with the duties of such Poundkeeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Township By-laws; To pay the Society as remuneration for its services as Poundkeeper effective the 1st day of February, 2022, \$375.00/canine impounded as part of this contract. This fee shall increase annually on the anniversary date of the contract by an amount equal to the CPI for the preceding twelve month period per the Statscan website for the term of the contract, plus those fees per clauses 2.5, 2.6, 2.12 and 3.5 and invoiced monthly;
- 2.2. If this Agreement continues after December 31, 2025, payments shall be on the foregoing basis of the 2025 term plus the annual CPI increase unless otherwise agreed to in writing by both parties;

- 2.3. To grant to the Society and the Township does hereby grant to the Society, the right to dispose of all dogs lawfully impounded or lawfully destroyed in accordance with applicable Township By-laws and the provisions of the Animals for Research Act. ;
 - 2.4. To provide the Operator with a copy of the current Animal Control By-law and any By-law amending or replacing the existing Township Animal Control By-laws;
 - 2.5. To grant to the Society and the Township does hereby grant to the Society, the right to collect all pound fees from time to time and the Society will keep all pound fees collected;
 - 2.6. To grant to the Society and the Township does hereby grant to the Society permission to sell dog licences in accordance with fees established by the Township from time to time and the Township does hereby agree to permit the Society to retain all dog licensing fees from dog licenses;
 - 2.7. To promptly transport injured dogs to a veterinarian, if the owner of the animal is unknown or cannot be located in a timely fashion. The Township will be responsible for the payment of all veterinary fees. Once the animal has been treated and released from the veterinary clinic, the animal control officer may transport the dog to the Society.
 - 2.8. To reimburse the Society the cost of any medical care given to a dog within the hold period to ease the dog's pain and suffering. The Society will invoice the Township after all means of identifying the owner have been exhausted.
 - 2.9. To reimburse the Society the cost of any rabies or other vaccinations mandated by Public Health Ontario under the Health Protection and Promotion Act of Ontario and Regulation 567.
 - 2.10. The contract only covers animals impounded under the authority of the bylaw and does not include (or permit) animals to be impounded that are part of a Police investigation or removed by Police from a residence or Owner or any activities relating to the enforcement of the Provincial Animal Welfare Services (PAWS) Act. Furthermore, it does not cover or permit the Animal Control Officer of the Township to deliver or impound any animal at the Ontario SPCA Animal Centre/facilities that the Police or other enforcement agency have requested them to do so.
 - 2.11. To provide ample advanced notice prior to the delivery of any dog considered "aggressive" so the Society may prepare and staff for the additional handling requirements. The quarantining of which may not necessarily be done at the Society's local Animal Centre.
 - 2.12. The Township agrees to pay the Society for costs related to hold time for any dog kept longer than the redemption period, due to a quarantine or other reason. The dog shall incur an extended stay fee in the amount of \$100 / day for the duration of its stay. In addition, any veterinarian fees during the extended stay, shall also be the responsibility of the Township.
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3. THE SOCIETY AGREES:

- 3.1. To provide or have guaranteed access to an animal shelter capable of providing proper and reasonable accommodation for canines impounded and to pay all costs of operating and maintaining such shelter. Such shelter shall meet the requirements set by the Animals for Research Act for a "pound" as defined therein.
 - 3.2. To install or ensure the installation of all the equipment necessary for the proper operation of the animal shelter. Such shelter shall be located at: 115 Woodcrest Dr, Pembroke, ON K8A 6W4;
 - 3.3. To receive, impound and hold for quarantine any dog delivered to the Society's animal shelter by animal control officers for bite quarantine that do not have a known owner and shall attract additional fees above the set annual contract amount at a rate of \$100/day plus any necessary veterinarian expenses incurred by the society.
 - 3.4. If an owner has been identified or, on their own brings in a dangerous dog after a bite, requiring quarantine for Public Health reasons, the branch will not provide that service as part of the standard contract and would address the situation and any additional fees on a case by case basis. It is the responsibility of the current owner to provide housing under the local direction of Public Health Department.
 - 3.5. In the event Police impound animals in coordination and upon direction from the Township or its designate as described in 2.10, the Township shall be responsible for all fees associated with said animals as outlined below:
 - \$375 impound fee, plus
 - \$50/ Day Boarding for each day held (no maximum) *
 - All Veterinarian expenses
 - *\$100/day for dangerous dogs
 - 3.6. To keep the shelter open and in operation on such days and at such hours as shall from time to time be agreed upon between the parties to ensure that the owners of impounded dogs have a reasonable opportunity to reclaim such animals, and to advise the Township of any change of hours of operation;
 - 3.7. To allow the Township Bylaw enforcement officers entrance and access to the *shelter* 24 hours per day 7 days per week to allow for the intake and placement of stray animals. Bylaw officers will be responsible for following any requirements that relate to animal intake or care policies and procedures set out by the Society.
 - 3.8. To provide the Township with monthly summary reports in the form prescribed by the Township for each month prior by the 15th of the following month;
 - 3.9. To provide a monthly report of all tags issued by the Society including the tag number and the name and address of the person to whom the tag was issued;
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- 3.10. To indemnify and save harmless the Township in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;
- 3.11. To keep the Society and the Township properly insured in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any animal in the following amounts:
- | | |
|-------------------|----------------|
| Public Liability: | \$2,000,000.00 |
| Property Damage: | \$ 25,000.00 |

4. BOTH PARTIES AGREE:

- 4.1. This Agreement shall commence on the 1st day of February, 2022 and shall continue in full force and effect until the 31th day of December 2025. However, it is further agreed that this Agreement may be terminated by either party upon 60 (sixty) days written notice.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF
NORTH ALGONA WILBERFORCE




Mayor



Chief Administrative Officer

ONTARIO SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS (Ontario Humane Society)



Chief Financial Officer