

CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD

BY-LAW NO. 22-2021

BEING a By-Law to authorize the execution of an Agreement with the Ontario Society for the Prevention of Cruelty to Animals

WHEREAS section 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

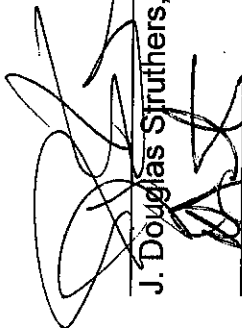
AND WHEREAS the Council of the Corporation of the Village of Merrickville - Wolford does deem it to be in the best interests of the Village to authorize the execution of an agreement with the Ontario Society for the Prevention of Cruelty to Animals;


NOW THEREFORE the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

- 1) The CAO/Clerk is hereby authorized to execute the Agreement with the Ontario Society for the Prevention of Cruelty to Animals, attached hereto and forming part of this by-law as Schedule 'A'.
- 2) This By-law will be deemed to take force and effect on January 1, 2021.

READ a first and second time this 26th day of April, 2021.

READ a third and final time and passed this 26th day of April, 2021.



J. Douglas Struthers, Mayor


Doug Robertson, CAO/Clerk

THIS AGREEMENT made in duplicate this day of , 2021.

B E T W E E N:

**THE CORPORATION OF VILLAGE OF MERRICKVILLE-
WOLFORD**

Hereinafter called the "Village" of the FIRST PART

- and -

**ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY
TO ANIMALS** (Ontario Humane Society) a Society incorporated under
The Ontario S.P.C.A. Act

Hereinafter called the "Society" of the SECOND PART

WHEREAS the Society has the facilities and is prepared to act as Poundkeeper for the Village;

NOW THEREFORE this Agreement witnessth for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. The Village agrees:
 - 1.1 to appoint and it does hereby appoint the Society as Poundkeeper for the Village with the duties of such Poundkeeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Village By-laws;
 - 1.2 to impound Dogs from Merrickville- Wolford at that said shelter;
 - 1.3 to pay the Society as remuneration for its services as such Poundkeeper effective the 1st day of January 2021 a total of \$350 per dog and increased each year on the anniversary date, by the annual CPI for the preceding 12-month period per the statscanada website, for the term of the contract, plus those fees per clauses 1.8, 1.9 and 2.4, payable quarterly in advance.
 - 1.4 to grant to the Society and the Village does hereby grant to the Society, the right to dispose of all animals impounded which become the property of the Village, subject to the minimum redemption period of three days, excluding the day on which the dog was impounded. This redemption period will be waived if the animal is so ill or injured that, in the opinion of the Society, it should be humanely destroyed;
 - 1.5 to grant to the Society and the Village does hereby grant to the Society, the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed;
 - 1.6 to grant to the Society and the Village 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;

- 1.7 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 Village 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.
- 1.8 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 Village after all means of identifying the owner have been exhausted.
- 1.9 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.
- 1.10 the contract does not cover cats, wildlife, roadkill, deadstock or deceased dogs.
- 1.11 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. Furthermore, it does not cover or permit the Animal Control Officer of the Village to deliver or impound any animal at the Ontario SPCA Animal Centre/facilities that the Police have requested them to do so.
- 1.12 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 be done at the Society Animal Centre.
2. The Society agrees:
 - 2.1 to provide at its expense an animal shelter capable of providing adequate accommodation for all dogs impounded from the Village geographical region and of meeting the standard requirements set for this type of building as set by the Society and the Animals for Research Act as it relates to Pounds. The Society further agrees that it will not sell or provide any animals for Research for any reason including those specific in the Animals for Research Act;
 - 2.2 to install in the animal shelter all the equipment necessary for the proper operation of the animal shelter and in particular, to supply the equipment necessary to humanely destroy unwanted and unclaimed dogs and such equipment must meet the standards set by the Society;
 - 2.3 to receive, impound and hold for claiming by the owners, any dog delivered to the Society's animal shelter by animal control officers or other duly authorized persons, not covered under section 2.4 or 2.5, and to dispose of unclaimed animals by sale or destruction;

2.4 to receive, impound and hold for quarantine any dog delivered to the Society's animal shelter by animal control officers or other duly authorized persons 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.

2.5 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.

2.6 In the event Police impound animals in coordination with the Animal Control Officer of the Village as described in 1.11, in contravention to this agreement, the Village shall be responsible for all fees associated with these animals as outlined below:

- \$355 impound fee, plus
- \$50/ Day Boarding for each day held (no maximum) *
- All Veterinarian expenses

*Please note, if these animals are part of an investigation, they could be required to be held for a period in excess of one year.

2.7 to charge and collect such pound and other fees as may be approved from time to time by the Village;

2.8 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 Village of any change of hours of operation;

2.9 to deliver to the Village on an annual basis a written statement of the operations of the shelter, showing the number of impounded animals received at the shelter and the disposal of the animals.

2.10 to indemnify and save harmless the Village in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;

2.11 to keep the Society and the Village 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


Both Parties agree:

3.0 this Agreement shall cover the period January 1st, 2021 to December 31st 2023 and shall automatically renew each year thereafter on the anniversary date of the contract for another one year term. 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 VILLAGE
OF MERRICKVILLE-WOLFORD



Doug Robertson, CAO/CLERK

ONTARIO SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS (Ontario Humane Society)
A Society incorporated under the
Ontario S.P.C.A. Act

Chief Financial Officer