

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2025 – 16

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS TO PROVIDE POUND KEEPING SERVICES TO THE MUNICIPALITY OF MAGNETAWAN

WHEREAS Section 5(3) of *the Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Section 9 of the *Municipal Act, S.O. 2001, c. 25* provides that a municipality has the capacity, rights, powers & privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Municipality of Magnetawan deems it expedient to enter into an agreement for the provision of an animal shelter and a pound keeper;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an agreement with the Ontario Society for the Prevention of Cruelty to Animals, hereinafter referred to as the "Society", to provide pound keeping services to the Municipality, attached hereto as Schedule 'A' and forming part of this By-law;
2. That the agreement attached hereto and forming part of this by-law between the Township of Armour, the Township of Machar, the Village of Sundridge, the Town of Kearney, the Municipality of Magnetawan, the Municipality of McMurrich Monteith and the Ontario Society for the Prevention of Cruelty to Animals (Ontario Humane Society) be entered into by the municipalities;
3. **THAT** the Society is hereby named Pound Keeper for the Municipality of Magnetawan effective April 1, 2025;
4. **THAT** nothing in this By-law shall restrict the Municipality from entering into similar agreements with other providers of pound keeping services;
5. **THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement substantially in the format attached on behalf of the Corporation.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 26th day of March, 2025

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this [REDACTED] day of [REDACTED], 2025.

B E T W E E N:

**THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF ARMOUR, THE TOWNSHIP OF MACHAR,
THE VILLAGE OF SUNDRIDGE, THE TOWN OF
KEARNEY, THE MUNICIPALITY OF MAGNETAWAN,
THE MUNICIPALITY OF MCMURRICH MONTEITH**

Hereinafter called the “Municipalities” 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 Pound keeper for the Municipalities;

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

1. The Municipalities agree:

- 1.1 To appoint and it does hereby appoint the Society as Pound keeper for the Municipalities with the duties of such Pound keeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Municipalities independent by-laws;
- 1.2 The Township of Armour will pay to the Society as remuneration for its services as such Pound keeper effective the 1st day of April 2028, an annual sum of \$21000.00, to be billed **annually**. The annual fee will continue at \$21,000.00, plus the Consumer Price Index for the preceding 12 months as per the Stats Canada Website;
- 1.3 These fees will then be collected by the Township of Armour from the individually identified municipalities. An annual amount of \$3,500 to be billed on or to the nearest business date of the anniversary of the agreement (April 1st) and those fees shall be increased by the Consumer Price Index for the preceding 12-month period as per the Stats Canada website;
- 1.4 If this Agreement continues after March 31, 2028, payments shall be on the foregoing basis of the 2025 term plus the annual CPI increase, unless otherwise agreed to in writing by the parties;
- 1.5 To grant to the Society and the Municipalities do hereby give the right to dispose of all dogs impounded which become the property of the Municipality after the 72-hour hold period;
- 1.6 To grant to the Society and the Municipalities do hereby give the Society, the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed;
- 1.7 To grant to the Society and the Municipalities do hereby give the right to collect all daily pound fees and impound charges from time to time and the Society will keep all daily pound fees collected and remit or credit the Municipalities for 50% all impound charges collected;

- 1.8 To grant to the Society and the Municipalities does hereby give permission to sell dog licences in accordance with fees established by the Municipality from time to time and the Municipalities do hereby agree to permit the Society to retain the license revenue;
- 1.9 To reimburse the Society for all veterinarian care costs incurred by the Society and not reimbursed by the Owner, for those dogs that have been brought to the Pound requiring veterinary care. The Society will attempt to collect said costs prior to releasing the animal to the Owner.
- 1.10 To promptly transport sick or injured dogs to a veterinarian, prior to delivering to the shelter. The Municipalities will be responsible for the payment of all veterinary fees. Once the animal has been deemed medically stable and released from the veterinary clinic, the Municipalities By-law Enforcement Officer or designate may transport the dog to the Society;
- 1.11 The contract is for dogs only and does not cover cats, stray cats, wildlife, exotics, livestock, roadkill/deadstock or deceased dogs;
- 1.12 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;
- 1.13 The pound keeping services, as outlined in Section 1.1, only covers animals impounded under the authority of the individual Municipalities By-laws and does not include or permit the use of the Pound for detention, boarding or holding animals that are part of a police investigation, or removed by other enforcement agencies under any authority or legislation, including the *Dog Owners' Liability Act*;

2. The Society agrees:

- 2.1 To provide an animal shelter capable of providing adequate accommodation for all dogs impounded in the Municipalities and designed to meet the standards of 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;
- 2.4 To receive, impound and hold for quarantine any stray dog delivered to the Society's animal shelter by animal control officers or other duly authorized persons for bite quarantine under the authority of the *Health Protection and Promotion Act*, Reg. 557, **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 voluntarily brings in a dangerous dog following a bite incident requiring quarantine for Public Health reasons, the Society reserves the right to decline the request. It is the owners' responsibility to arrange appropriate housing for the animal in accordance with the directive of the local Public Health Department;
- 2.6 To permit the Municipalities By-law Enforcement Officer or designate after-hours access to the shelter premises for the purpose of impounding stray dogs;
- 2.7 To charge and collect such pound, impound and other fees as may be approved from time to time by the Municipalities, and remit or credit the Municipality 50% of any impound fees collected;
- 2.8 To keep the shelter open and in operation for 40 hours per week to ensure that the owners of impounded dogs have a reasonable opportunity to reclaim

such animals, and to advise the Municipalities of any change of hours of operation;

- 2.9 To deliver to the Municipalities on an annual basis, by the 15th of the month after the year end, a written statement of the operations of the shelter up to the last day of the preceding month, showing the number of impounded dogs received at the shelter, the length of time detained in the shelter and the disposal of the animals. Each municipality will be provided independent records for appropriate reporting;
- 2.10 To indemnify and save harmless the Municipalities 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 Municipalities 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

3. Both parties agree:

- 3.1 This Agreement shall commence on the 1st day of April 2025 and shall continue in full force and effect until the 31st day of March 2028. However, it is further agreed that this Agreement may be terminated by any party(s) 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 MUNICIPAL
CORPORATION OF THE
TOWNSHIP OF ARMOUR**

Rod Ward, Mayor

Charlene Watt, Clerk

Date

**THE MUNICIPAL
CORPORATION
OF THE TOWNSHIP OF
MACHAR**

Linda Carleton, Mayor

Angela Loney, Clerk

Date

**THE MUNICIPAL
CORPORATION
OF THE VILLAGE OF
SUNDRIDGE**

Justine Leveque, Mayor

Nancy Millar, Clerk CAO

Date

**THE MUNICIPAL
CORPORATION FOR THE
TOWN OF KEARNEY**

Cheryl Philip, Mayor

Nicole Gourlay, Clerk CAO

Date

**THE MUNICIPAL
CORPORATION
OF THE MUNICIPALITY OF
MAGNETAWAN**

Sam Dunnett, Mayor

Kerstin Vroom, CAO / Clek

Date

**THE MUNICIPAL
CORPORATION
OF THE MUNICIPALITY OF
MCMURRICH MONTEITH**

Glynn Robinson, Mayor

Cheryl Marshall, Clerk

Date

**THE 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

Date