

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2018 - 38

Being a By-law to enter into an agreement with the North Bay and District Humane Society to provide pound keeping services to the Municipality of Magnetawan.

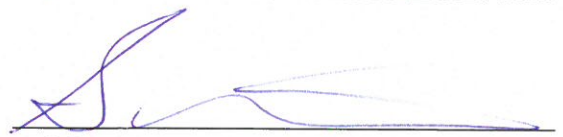
WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

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 North Bay and District Humane Society, hereinafter referred to as the “ND&DHS”, to provide pound keeping services to the Municipality, attached hereto as Schedule ‘A’ and forming part of this By-law;
2. **THAT** the ND&DHS is hereby named Pound Keeper for the Municipality of Magnetawan; and
3. **THAT** the Mayor and Clerk-Administrator are hereby authorized to execute the Agreement on behalf of the Corporation.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 6th day of June, 2018

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN



Mayor



Clerk-Administrator

**Municipality of Magnetawan
Schedule 'A' to By-law 2018-38**

**SERVICE CONTRACT AGREEMENT BETWEEN:
THE NORTH BAY AND DISTRICT HUMANE SOCIETY
AND THE
MUNICIPALITY OF MAGNETAWAN**

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipality of Magnetawan.

1. DEFINITIONS:

For the purpose of this Agreement, the term "animal" shall refer to domestic dogs, and cats.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as "NB&DHS".

For the purpose of this Agreement, the Municipality of Magnetawan will be referred to as "the Municipality".

2. THE HUMANE SOCIETY AGREES:

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a) To provide pound services up to an annual limit of 15 animals. Any decision relating to animals above the annual limit will be made at the discretion of the NB&DHS.
- b) To hold for claiming by owners, any stray animal delivered to the NB&DHS shelter or any animal received or impounded by the Animal Control Officer of the Municipality, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and/or microchipped dogs and cats will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care (when deemed necessary) for animals impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.
- e) To install in the animal shelter all the equipment necessary for the proper operation of the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

Hours of Operation:

The NB&DHS shelter will be open to the public and in operation between 10:00 a.m. and 5:00 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 4:00 p.m. Saturdays, and between 12:00 p.m. and 4:00 p.m. Sundays. Hours of Operation may change at the discretion of the NB&DHS.

It is understood by the Municipality and the NB&DHS that ALL calls reporting complaints or concerns from residents of the Municipality will be forwarded to the Animal Control Officer of the Municipality.

Licenses:

The NB&DHS will NOT issue licenses for cats and dogs within the Municipality of Magnetawan jurisdiction.

Invoicing:

The NB&DHS will invoice the Municipality \$100.00 per animal.

Indemnity:

To indemnify and save harmless the Municipality in respect to all charges, costs, expenses, suits, and damages, and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipality a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipality and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NB&DHS shall maintain the policy of insurance in force during this agreement. The limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to animals caused by an accident and resulting in the death or destruction while in the care, custody and control of the NB&DHS.

Such policy shall include the names of the Municipality and the NB&DHS as the insured.

The Humane Society shall pay the premium on the policy.

3. THE MUNICIPALITY OF MAGNETAWAN AGREES:

- a) To appoint the NB&DHS as Pound Keeper.
- b) To grant the NB&DHS the right to dispose of all animals impounded by the Humane Society in accordance with the By-laws.
- c) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-laws.
- d) To grant the NB&DHS the right to collect impound fees, fines, destruction, and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the NB&DHS.

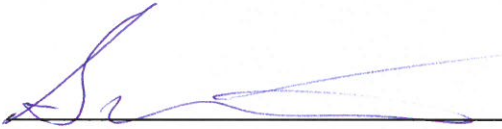
4. DURATION OF AGREEMENT:

The duration of the contract will be for a one (1) year term, and to be negotiated by both parties if a renewal contract period is agreed upon.

This agreement may be terminated by either party upon three (3) months written notice of intention to terminate, delivered to the other party by prepaid registered mail.

This agreement is made on the _____ day of _____, 20____.

FOR THE MUNICIPALITY OF MAGNETAWAN:


Name: 

Title: Mayor

Signature: Sam Dunne

Name: Andrew Fomsworth

Title: Clerk-Administrator

Signature: 

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

Jeff Beaudoin
President of the Board of Directors

Liam Cullin
Executive Director