

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 – 42

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;

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 Society is hereby named Pound Keeper for the Municipality of Magnetawan effective June 29, 2020;
3. **THAT** nothing in this By-law shall restrict the Municipality from entering into similar agreements with other providers of pound keeping services;
4. **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 15^h day of July 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

THIS AGREEMENT made in duplicate this 2020.

B E T W E E N:

THE CORPORATION OF MUNICIPALITY OF MAGNETAWAN

Hereinafter called the “Municipality” 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 Municipality;

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 Municipality agrees:
 - 1.1 to appoint and it does hereby appoint the Society as Poundkeeper for the Municipality with the duties of such Poundkeeper to be exercised by the Society to impound canines (dogs) in accordance with the provisions of the Municipality By-laws;
 - 1.2 to pay the Society as remuneration for its services as such Poundkeeper effective the 29th day of June 2020 a total of \$357.35 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 1.7 and 2.4, payable quarterly in advance.
 - 1.3 to grant to the Society and the Municipality does hereby grant to the Society, the right to dispose of all dogs impounded which become the property of the Municipality;
 - 1.4 to grant to the Society and the Municipality does hereby grant to the Society, the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed;
 - 1.5 to grant to the Society and the Municipality 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;
 - 1.6 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 Municipality will be
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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.

- 1.7 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 Municipality after all means of identifying the owner have been exhausted.
- 1.8 the contract does not cover cats, wildlife, roadkill, deadstock or deceased dogs.
- 1.09 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 Muskoka Animal Centre.

2. The Society agrees:

- 2.1 to provide an animal shelter capable of providing adequate accommodation for all dogs impounded in the Municipality and designed to meet the standards of this type of building as set by the Society;
 - 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 to charge and collect such pound and other fees as may be approved from time to time by the Municipality;
 - 2.7 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
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impounded dogs have a reasonable opportunity to reclaim such animals, and to advise the Municipality of any change of hours of operation;

- 2.8 to deliver to the Municipality 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.
- 2.9 to indemnify and save harmless the Municipality in respect to all charges, costs, expenses and claims whatsoever, in connection with the operation of the shelter;
- 2.10 to keep the Society and the Municipality 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 commence on the 29th day of June, 2020 and shall continue in full force and effect until the 30th day of June 2023. However, it is further agreed that this Agreement may be terminated by either party upon 60 (sixty) days written notice.

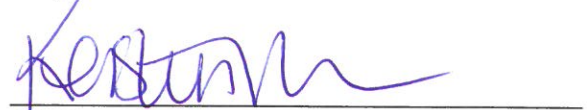
IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals under the hands of their respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor



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