

## **The Corporation of the Municipality of South Huron**

### **By-Law xx-2020**

#### **Being a by-law to Authorize Entering into an Agreement with South Huron Veterinary Clinic for the purpose of providing Pound Services for the Municipality of South Huron**

Whereas the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council; and

Whereas the Municipal Act S.O. 2001, c 25, Section 5(3), 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; and

Whereas The Council for The Corporation of the Municipality of South Huron deems it expedient to enter an agreement with South Huron Veterinary Clinic to provide Pound Services for the Municipality of South Huron;

Now therefore the Municipal Council of the Corporation of the Municipality of South Huron enacts as follows:

1. That the Municipality of South Huron hereby enters into an agreement with South Huron Veterinary Clinic for the purpose of providing Pound Services which is attached as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Municipality of South Huron, any contracts and other documents required to authorize such purchase to proceed, and to affix the corporate seal of the Municipality of South Huron.
3. This by-law shall come into full force and effect upon final passage.
4. This by-law may be cited as the "Pound Service Agreement By-Law"

Read a First and Second time this    day of, 2020.

Read a Third time and finally passed this    day of, 2020.

Mayor, George Finch

Clerk, Rebekah Msuya-Collison

## Pound Services Agreement

Between:

The Corporation of the Municipality of South Huron  
(Hereinafter referred to as the "Municipality")

-and

South Huron Veterinary Clinic  
(Hereinafter referred to as "the Clinic")

Whereas the Animals for Research Act, R.S.O. 1990, c. A.22, the Municipal Act 2001, S.O. 2001, c.25 the Pounds Act, R.S.O. 1990, c, P.17, contain certain provisions relating to Animals and Dogs, including provisions enabling municipalities to pass by-laws relating to Animals and Dogs; and

Whereas pursuant to the above-mentioned statutes, the Municipality has passed and will pass by-laws relating to Animals and Dogs; and

Now therefore this agreement witnesseth that in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **1. Definitions**

"Animal Control Officer" means a person or persons duly appointed by the Council of the Municipality of South Huron to enforce the provisions of this by-law and includes any police officer appointed pursuant to the Police Services Act, R.S.O. 1990, c. P. 15, as amended;

"Dog" means any domestic dog (canis familiaris); and

"Owner" includes any person who keeps or harbours a Dog and where the owner is a minor, the person who is responsible for custody of the minor.

## **2. Term**

This Agreement shall come into effect as of the \_\_\_\_ day of \_\_\_\_\_ 2020, and shall remain in effect until its termination pursuant to the terms of this Agreement (the "Term").

## **3. Services**

The Clinic agrees to provide pound services for the Municipality more particularly described in Schedule "A" attached hereto (the "Services").

The Clinic is required to provide, at no expense to the Municipality (except for the agreed upon fees for services in Section 4), all and every kind of labour, vehicles, tools, equipment, articles, and things necessary to carry out the Services.

## **4. Payment**

When providing the Services for the Municipality, the Clinic may charge a boarding fee of \$26.00 per day and an admission fee of \$30.00 during regular business hours or \$65.00 after hours. Where an owner for the Dog is located, the owner will be responsible for payment of the boarding fees. Where no owner for the Dog is located, the Municipality will be responsible for payment.

Invoicing of the Municipality shall occur promptly after services are rendered, with the invoice containing a description of the Dog and services provided. Payment for the Services to occur promptly after the receipt of the invoice.

## **5. Independent Contractor**

The Clinic is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, partner, joint venturer or employee of the Municipality. The Clinic shall not establish any bank account, make any purchase, apply for any loan or credit, hire any staff or incur or permit to be incurred, any obligation in the name or on the credit of the Municipality. No acts or assistance given by the Municipality to the Clinic shall be construed so as to alter this relationship.

The Clinic shall bear all expenses in connection with the Services, including, without limiting the generality of the foregoing, income and other taxes, Workplace Safety and Insurance, Canada Pension Plan, Employment Insurance premiums and costs and including the procurement and costs of any other benefits.

## **6. Indemnity and Insurance**

The Clinic agrees to maintain general liability insurance coverage in a form and amount satisfactory to the Municipality and shall provide proof of insurance upon request.

The Clinic agrees to indemnify and hold harmless the Municipality, its servants and agents against any loss and any legal liability for losses, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything done by the Clinic or arising out of this agreement or any consequences of the Municipality entering into this agreement with the Clinic whether or not in performance of this agreement

No member of the Council of the Municipality or Officer of the Municipality shall be held personally liable to the Clinic under any circumstances whatsoever.

## **7. Assignment and Subletting**

The Clinic shall not assign or sublet this Agreement, or any interest under it, without the prior consent of the Municipality, which may be withheld without reason. The Municipality may assign this Agreement, or any interest under it, upon giving the Clinic thirty (30) days notice.

## **8. Default**

An Act of Default has occurred when:

The Clinic is in breach of any obligations under this Agreement including, without limiting, assigning this Agreement without the consent of the Municipality, or performing the Services or any part thereof in a manner which is not, in the judgement of the Municipality, acceptable or in strict conformance with this Agreement

Upon notice of any Act of Default the Clinic shall have twenty-one (21) days from the receipt of notice from the Municipality, to remedy the breach in a manner which is satisfactory to the Municipality.

When an Act of Default on the part of the Clinic has occurred and the Clinic has failed to remedy such Act of Default within the period set out in Subsection 8(a) hereof, in addition to any other remedies available to the Municipality, the Municipality shall have the full right and power, without process or action at law, to terminate this Agreement or any part or parts thereof.

## **9. Notice**

In any notice to South Huron Veterinary Clinic in respect of any work including, without limiting the generality of the foregoing, repairs required to be done under this Agreement, it shall not be obligatory upon the Municipality to specify in detail by measurement or by location the exact extent of the work, but a reference in the notice to the section or sections of this Agreement bearing on the work and a general description to indicate where the repair is to be done, shall be deemed to be sufficient notice.

All notices and consents given under this Agreement are to be set forth in writing and delivered personally or by guaranteed delivery to:

The Municipality at:

The Corporation of the Municipality of South Huron  
PO Box 759  
322 Main Street S  
Exeter ON N0M 1S6  
Attention: Clerk

South Huron Veterinary Clinic at:  
20 Main Street S  
Zurich ON N0M 2T0

In the case of personal delivery, the notice or consent shall be deemed received on the date of delivery and in the case of other methods, the notice or consent shall be deemed received after five (5) business days.

The addresses for delivery may be changed from time to time by either party by notice as above provided in this Section.

No notice, consent or payment may be given by mail during a real or anticipated mail strike in Canada.

## **10. Waiver**

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

## **11. Termination**

This Agreement may be terminated by either party, without reason, upon providing sixty (60) days written notice of its intention to terminate the Agreement.

## **12. Survival**

The provisions of this Agreement pertaining to indemnity and limitation of liability shall survive the termination or expiration of this Agreement for any reason whatsoever, in addition to any other provision which survives by operation of law or which expressly or by implication remains in full force and effect on and after the termination or expiration of this Agreement.

## **13. Entire Agreement**

This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersedes all other agreements, understandings, negotiations and discussions with respect to the subject matter, whether oral or written. No amendment or waiver of this Agreement shall be binding unless executed in writing by both parties hereto.

## **14. Invalidity of Provision**

The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

## **15. Enurement**

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

## **16. Headings**

Headings are not to be considered part of the Agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs.

In Witness Whereof the Municipality has hereunto caused to be affixed the corporate seal under the hands of the Mayor and Clerk.

The Corporation of the Municipality of South Huron

Date:

Per:

Mayor – George Finch

Per:

Date:

Clerk – Rebekah Msuya-Collison

We have the authority to bind the Corporation.

South Huron Veterinary Clinic

Per:

Witness

\_\_\_\_\_  
Dr. John Earle D.V.M

Date:

## **Schedule “A” Pound Services**

In accordance with all applicable federal and provincial statutes and municipal by-laws, the Clinic will:

### **Retrieval and Intake**

Receive dogs for intake, as authorized by the Animal Control Officer or designate;  
Complete a proper intake procedure, including all admission paperwork;

### **Standard of Care**

Provide a proper and adequate Dog shelter which will be available for use as the Municipal pound. The facilities shall be operated and maintained at The Clinic’s own expense in a neat, clean and sanitary condition with adequate exercise space. The Municipality shall have the right to enter upon request and inspect such premises at any time for the purpose of determining whether or not the facilities are operated and maintained as required;

Provide all Dogs with sufficient and suitable shelter, warmth, lighting, cleaning, sanitation, grooming and veterinary care (as required), and any other care required to maintain the health, safety, and well-being of such Dogs;

Provide all Dogs with clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;

Provide all Dogs with the opportunity for regular exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control;

Ensure that all persons who attend to the care of Dogs have the skill, knowledge, ability, and supplies necessary for the humane care of such Dogs;

Protect all Dogs from unsupervised handling by members of the public;

### **Veterinary Care**

When any Dog in the Clinic’s care exhibits signs of pain, suffering, injury, illness, or distress, the Clinic will immediately notify the Animal Control Officer to ensure that prompt examination and treatment by a qualified veterinarian.

Provide a suitable area to segregate Dogs who may be injured, ill, in need of special care, treatment, or attention, from other Animals and Dogs;



Ensure that all incidents of zoonotic diseases are identified and reported to the appropriate agency;

## **Release and Adoption**

Receive the approval of the Animal Control Officer, or designate prior to releasing any Dog;

In the event that three (3) business days has passed (not including the day of admission) and no owner of the Dog is found, the Clinic may upon approval from the Municipality move the Dog to an alternate boarding facility as required;

In the event that no owner of the Dog is found, the Clinic may upon approval from the Municipality make efforts to adopt out the Dog;

In the event that a Dog shows signs of serious aggression, the Clinic will contact the Animal Control Officer to relocate the dog to an alternative boarding facility while assisting with the transfer;

## **Records**

Maintain a record, by calendar year, of all Dogs it handles in the performance of the Services for the Municipality. The records shall be the property of the Municipality and shall contain the following information:

The number of impounded Dogs;  
Dogs quarantined at the Pound;  
Any additional information that may be required by the federal or provincial governments.

## **Facilities**

Provide reasonable access to services outside of regular business hours.

Obtain and pay for, at no expense to the Municipality, all licences or permits required by law or statute or regulations made thereunder;

Be responsible for the maintenance, repairs and all other operating costs of the facilities and equipment supplied.

## **Fees**

Fees charged to owner if a dog is claimed

Admittance fee: \$30.00 for regular hours (\$65.00 for after hours)

Pound board fee/day: \$32.00/day per dog

Release fee: \$30.00

South Huron Municipal fee: \$70.00

The clinic shall collect the Municipal fee and reimburse the Municipality of South Huron.

The following is a description of the fees for stray dogs.

Admittance fee: \$30.00 - Regular hours - Monday to Friday 8am-5pm

Saturday 8am-12pm

\$65.00 - After hours - outside of regular business hours above

Pound board fee/day: \$26.00/day per dog

An impounded dog must be kept in the pound from 3 to 10 full business days following the day it was admitted. The day of arrival does not count towards the impound rule. Weekends also do not fall under the "full business day" classification.

Euthanasia: \$120.00

Communal cremation: \$160.00 (for dogs weighing 60 to 100 pounds)

\$85.00 (for dogs weighing under 60 pounds)

\$235.00 (for dogs weighing over 100 pounds)