

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO. 2024-807**

**Being a By-Law to authorize the Mayor and CAO/Clerk-Treasurer
to sign a service agreement with The Municipal Dog Pound Board**

**WHEREAS the Township of South Algonquin, deems expedient to enter into a
service agreement between the Township and The Municipal Dog Pound Board**

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the Mayor and CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME this 4th day of September 2024.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this 4th day of September 2024.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

**MUNICIPAL DOG POUND
SERVICES AGREEMENT**

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF SOUTH ALGONQUIN

(Hereinafter the “Municipality”)

-and –

THE MUNICIPAL DOG POUND BOARD

(Hereinafter the “Board”)

WHEREAS Section 103 of the *Municipal Act, 2001*, provides that a municipality may pass by-laws for the seizure and impounding of animals being at large or trespassing contrary to the by-law;

AND WHEREAS the Municipal Dog Pound Board provides animal pound services for several area municipalities;

AND WHEREAS the Municipal Dog Pound Board passed a motion on April 27, 2023 to accept the Township of South Algonquin as a full member of the Municipal Dog Pound Board;

AND WHEREAS the Municipal Dog Pound Board and the Municipality of South Algonquin are desirous in putting an Agreement in place for the provision of Pound Services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the terms and conditions herein, the Parties mutually covenant and agree with each other, that the Municipal Dog Pound Board shall maintain premises, at Part of Lot 10 in Concession A, in the Township of Faraday, County of Hastings, also known as Part 1 on Plan 21R-2202, at which the service of a Pound will be provided by the Municipal Dog Pound Board as follows:

1. To provide Animal Pound Keeping Services for the Municipality for a period of 5 years commencing April 27, 2023, to April 27, 2028. The annual fee shall be the same rate as the current member Municipalities pay (Highlands East; Faraday; Town of Bancroft; Wollaston; and Hastings Highlands), being determined based on population and the difference between the revenue and expenditures from the current year budget. Commencing 2023 the fee to be paid is \$2.3287466 per population. In the years 2024 to 2028 the fee will be determined based on the Board Approved Budget.
2. To provide a method of intaking animals retrieved by the Municipality’s By-Law Enforcement Officer within the jurisdictional limits of the Municipality on 24 hours a day basis. The Municipal Dog Pound Board will provide the Municipality with access to the Municipal Dog Pound.
3. To provide a release service to the public of the Municipality between the hours of 5:00 p.m. to 6:00 p.m., Monday to Saturday. No service to the public on Sunday.
4. To provide appropriate clean and safe facilities and take the appropriate action required for the proper safekeeping and wellbeing of impounded animals. Pound Keeping services does not include veterinary services unless previously agreed to by the Municipal Dog Pound Board. Veterinary services may be sought when euthanasia is performed. Should an animal require veterinary care during impoundment, the Municipal Dog Pound Board may entirely at their own risk, arrange such care and collect such costs from the owner or adopting party.
5. To provide adequately sized cages to allow the animal to extend its legs to their full extend, stand or sit, turn around or lie down in a fully extended position.
6. To operate and make available to the residents of the Municipality a program of humane animal impoundment services according to the standards established by the *Animal for*

Research Act, R.S.O., 1990, c.A.22, the *Pounds Act*, R.S.O., 1990, c.P.17-Laws, the *Dog Owners Liability Act*, R.S.O., 1990, c.D.16, and any other applicable legislation.

7. To hold and care inclusive of appropriate food, water and shelter, for any animals found in the Municipality of South Algonquin limits and brought in either by citizens or By-Law Enforcement for at least 5 working days. After the 5th day the Municipal Dog Pound may dispose of the animal as it wishes.
8. To provide shelter, care and attention for any animal impounded by the Hastings Prince Edward Public Health Unit for the purpose of observation and control of rabies to the extent that the current isolation facilities provided by the Municipal Dog Pound Board permit.
9. To maintain complete records of all animals received, collected, impounded, and euthanized. Information to include details of the animal, where there the animal was found and the name and contact detail of the person who brought in the animal. (The contract only covers the financial cost of animals found within limits of the Municipality).
10. To make available to the Municipality or its representative before the 15th day of each month, a report showing number of animals received during the previous month, and the disposition of each animal impounded during the preceding monthly period and a log of license tags issued on behalf of the Municipality during the previous monthly period.
11. To issue license tags on behalf of the Municipality in accordance with the Municipality's Animal Control By-Law, if animal is not in possession of same at the time of impoundment and remit the fees to the Municipality.
12. To pay for all associated maintenance and operating expenses associated with operating a pound keeping services, including the care, feeding, kennelling, and quarantining of all animals placed in its care and the payment of supplies for the provision of such care and feeding. (as determined during the Municipal Dog Pound Board yearly budget and requisition approval process.)
13. To provide the Board with a certificate of insurance, showing a minimum coverage of \$5,000,000 per incident, and showing the Board as an additional insured.
14. To indemnify and save harmless the Board with respect to all claims arising out of contracted pound service.
15. To ensure that no impounded animal shall be released from the Municipal Dog Pound unless the owner of the animal holds a valid and current license for the animal, and where such release would not lead to an immediate breach of any provision of any By-Law of the Municipality, or other applicable law, including restricted animal provisions, a muzzle order, or other order for a dog deemed to be dangerous by the Municipality or Provincial Law.
16. To issue dog licenses to the public by the Board on behalf of the Municipality as a service, provided the owner produces, at the time of application for a license, the required information.
17. To complete financial records, books of accounts, receipts, invoices, statements, and other documents shall be maintained by the Municipal Dog Pound Board and will be provided to the Municipality annually with an audited financial statement of Operating Revenue and Expenditures.
18. This Agreement may automatically renew beyond the Term for an additional one-year period providing a minimum of thirty (30) days written notice between the parties has been provided.
19. This Agreement can be terminated by either party providing a 1 year written notice of intention to terminate the Agreement to the other party has been provided.

This Agreement shall come into force and effect this the _____ day of _____, 20____.

THE CORPORATION OF THE MUNICIPALITY OF SOUTH ALGONQUIN

Mayor

Clerk

THE MUNICIPAL DOG POUND BOARD

Chairperson

Secretary