

THE CORPORATION OF THE TOWN OF DESERONTO

BY-LAW 03-09

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH DAVIES & ELLIOTT ANIMAL CONTROL FOR THE PROVISION OF ANIMAL CONTROL(CANINE/"DOG" & FELINE DOMESTICUS/"HOUSE CATS")SERVICES

WHEREAS section 11(1), paragraph 9 of the Municipal Act, establishes "Animals" as a sphere of jurisdiction within which a municipality may pass by-laws;

AND WHEREAS Deseronto desires to enter into an agreement with **Davies & Elliott Animal Control** for the provision of "canine" and "feline domesticus" control services;

AND WHEREAS Deseronto and Davies & Elliott Animal Control (hereinafter referred to as "the parties") deem it desirable to put the terms of their agreement for dog control services in writing;

AND WHEREAS both parties deem necessary to amend the previous contract provisions for Dog Control and replace those provisions with this By-law;

NOW THEREFORE WITNESSETH in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

NOW THEREFORE the Council of the Corporation of the Town of Deseronto enacts as follows:

1. That Council authorizes the Mayor and the Clerk to sign the agreement with Davies & Elliott Animal Control, for the provision of Animal control services.
2. That the agreement between the Corporation of the Town of Deseronto and Davies & Elliott Animal Control for the provision of Animal control services is attached to this by-law as "Schedule A"
3. By-Law 19-07 is hereby rescinded;

Read a first time on this 13th day of January 2009.

Read a second time on this 13th day of January 2009.

Read a third time on this and finally passed this 13th day of January 2009.


MAYOR


CLERK

This Agreement This 13 day of **January, 2009**

BETWEEN

Fearnley Davies & Heide Elliot

Carrying on business as

DAVIES & ELLIOT ANIMAL CONTROL

(Hereinafter referred as the "Contractor") of the first part

-and-

THE CORPORATION OF THE TOWN OF DESERONTO

(Hereinafter referred as the "Municipality") of the second part

Whereas the municipality has enacted an animal control by-law numbered 14-03 (as amended);

Whereas animal control refers to all domestic, feral or wild canine (dog) or felis domesticus (house cat) animals in the municipal boundaries, and;

Whereas the municipality considers it necessary to enter into an agreement with the contractor for the provisions of animal control service;

Now therefore the parties agree as follows:

- 1) "Animal Control Services" shall include:
 - a) The enforcement of all regulations in the Town's animal control by-law (as amended).
 - b) The provision of a facility where animals that have been seized shall be kept until the owner of the animal claims the animal or the animal is disposed;
 - c) The reporting of all occurrences where animals bite or attack people to the appropriate authorities;
 - d) Where required, the destruction of animals that have been seized and impounded pursuant to the provisions of the Town's Animal Control By-law and all applicable Provincial legislation;
 - e) The assistance at the request of the municipality in the investigation of damage to or destruction of livestock caused by animals
 - f) The provision of the following "Emergency Services," i.e. -
 - i) any calls or requests for assistance in which it is alleged that an animal has or may have rabies;
 - ii) any calls or requests for assistance where an animal is attacking or injuring any livestock, domestic animals or a person;
 - iii) any calls or requests for assistance where an animal has attacked or injured or destroyed livestock, domestic animals or a person;
 - iv) any call or requests for assistant regarding an animal that has been injured or is in a public place and is causing a dangerous situation.

- 2) The contractor agrees to provide or arrange for a facility for the impounding of animals and that such facility and the operation and management of the facility shall comply with the applicable provincial legislation.
- 3) The contractor agrees that in the event that it is necessary to provide qualified veterinary services for an injured animal, the contractor shall be authorized to spend up to \$250. on an emergency basis, and will inform the relevant town official at the earliest opportunity.
- 4) The contractor agrees that in the event that it becomes necessary to destroy an animal, the contractor shall proceed in accordance with applicable legislation or under the direction of a qualified veterinarian.
- 5) The term of this contract shall be one year, commencing January 13, 2009 ending December 31, 2010 with the option to renew.
- 6) The contractor agrees with the municipality that regular animal control service shall be provided by the contractor from 7:00 am. To 6:00 pm. Monday to Friday of each week during the term of this agreement, excluding civic holidays.
- 7) The contractor and the municipality agree that emergency services shall be provided by the contractor 24 hours per day, seven days a week throughout the term of this agreement.
- 8) Emergency situations shall include the following:
 - i) calls that are initiated by the OPP and/or the municipality;
 - ii) an animal in distress, e.g. seriously injured, abandoned, starving, abused, freezing;
 - iii) an animal endangering persons, livestock, or other domestic animals;
 - iv) an animal suspected of having rabies.
- 9) The municipality agrees with the contractor that in consideration of the provision of animal control and emergencies services, the municipality shall pay the contractor the following sums (invoices will be billed by the contractor and paid by the municipality in a timely manner):
 - i) a monthly retainer of \$150.00;
 - ii) a hourly rate of \$15.00;
 - iii) a per kilometer rate calculated at the County of Hastings rate.
- 10) Pound services provided by the contractor for animals are charged at the following rates:
 - i) \$25.00 on the impound date and \$8.00 per day thereafter for canine (dogs)claimed by the owner;
 - ii) \$10.00 on the impound date and 4.00 per day thereafter for felis domesticus (house cats)claimed by the owner;

iii) Unclaimed animals will be first offered to the Deseronto chapter of Fixed Fur Life (for spay/neuter and adoption purposes) and, if declined by Fixed Fur Life to the Tweed animal shelter to be adopted out where possible.

11) Reporting by the contractor will include the following information:

- i) date, time, location and nature of each call or request for service for which an invoice is submitted;
- ii) any action taken by the contractor as a result of the call or request for services;
- iii) when specifically requested by the municipality, where the animal is impounded as a result of a call for service, the details of the disposition of the animal and whether it was destroyed, sold to a third party, or redeemed by the owner;
- iv) in the event that the owner pays to release the animal, the contractor shall provide the name and address of the owner to the municipality.

12) The contractor agrees to maintain an insurance policy in accordance with the requirements as set out in the attachment to this agreement. Proof of the policy shall be given to the municipality prior to the signing of this agreement.

13) Either party may terminate the agreement giving 60 days notice to the other party.

14) The contact information for both parties to this agreement is as follows:

Contractor Fearnley Davies and Heide Elliot
 Davies and Elliot Animal Control
 R.R. #4, Tweed ON K0K 3J0


Municipality Corporation of the Town of Deseronto
 331 Main Street
 P.O. Box 310
 Deseronto ON K0K 1X0

SIGNING

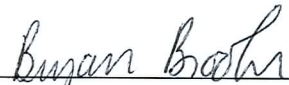
DAVIES & ELLIOT ANIMAL CONTROL

CORPORATION OF THE TOWN
DESERONTO


 Fearnley Davies


 Mayor – Norman J Clark


 Heide Elliot


 Clerk – Bryan Brooks

Insurance Policy Required

Type and Amount of Coverage Required

1. The Contractor shall obtain and maintain insurance of the character commonly referred to as public liability and property damage. Such a policy of insurance shall indemnify the Municipality against all claims for loss, damage, bodily injury, sickness, disease or death, directly or indirectly arising from or as a consequence of or in anyway relating to the contract or performing any of its obligations pursuant to the Agreement.

The policy of insurance shall be issued jointly in the names of the Contractor and the Municipality and shall provide a minimum coverage of two million dollars (\$2,000,000.00) per occurrence for bodily injury, sickness, disease, death and damage to property including the loss thereof.

The policy of insurance shall provide "occurrence type" coverage that is to say the policy will cover any claims which may be presented at any time (subject to the statute of limitations) arising from an occurrence that happened within the policy period.

The issuance of such a policy of insurance shall not be construed to relieve the Contractor from responsibility for other or larger claims for which it may be held responsible.

2. Other Conditions Required

The policy of insurance shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without thirty (30) days written notice to the Municipality and the Contractor.