

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW 04-01-147

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A By-Law to authorize the Township of Whitewater Region to enter into an Agreement regarding the control of animals.


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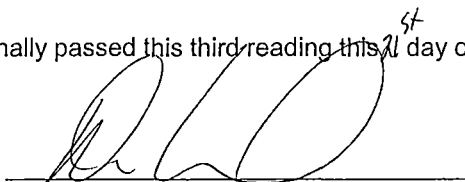
WHEREAS: 1. Pursuant to Section 11 (1) Sphere 9 of the Municipal Act R. S. O. 2001 authorizes a Municipality to enter into an agreement regarding the control of animals.

NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region ENACTS as follows:

1. The Reeve and Clerk are hereby authorized to sign an agreement with Valley Animal Control 501900 Ontario Limited regarding the control of Animals.
2. The Agreement mentioned in Clause 1. shall be known as Schedule "A" and forms part of this By-Law.
3. The term of the agreement shall be from January 1st, 2004 to December 31st, 2006.
4. This By-law will come into force and take effect immediately upon passing.

READ a first time, a second time and finally passed this third reading this <sup>5<sup>th</sup></sup> day of January, 2004

  
Reeve

  
Clerk

SCHEDULE "A"

AGREEMENT

Between

**Valley Animal Control 501900 Ontario Limited**  
495 Biesenthal Rd. R.R. #6, Pembroke, Ontario K8A 6W7  
(hereinafter referred to as the Animal Shelter)

And

**The Township Of Whitewater Region**  
(hereinafter referred to as the Corporation)

Whereas the Corporation is required to fulfill Municipal obligations set out by statute,

And whereas Council desires to enter into an agreement for the provisions of animal shelter facilities, care and other related essential services;

Therefore the undersigned agree as follows;

Section I - Responsibility of Animal Shelter

1. Shelter to be open and accessible to the residents of the Corporation between the hours of 3:00 p.m. and 6:00 p.m. Monday to Friday, by appointment on weekends.

Section II - Compensation

- |    |  |        |               |
|----|--|--------|---------------|
| 1. | Basis Rent for Shelter Facilities  | 300.00 | per month     |
| 2. | Daily Boarding Fees  | 7.00   | per day       |
| 3. | Euthanasia & Cremation Fee   | 1.15   | per pound     |
| 4. | Mileage  | .40    | per kilometre |
| 5. | Hourly Rate  | 23.00  | per hour      |
| 6. | Veterinary Fees: Responsibility for payment shall rest with the Corporation, for sick or injured animals delivered to the Animal Shelter requiring care. |        |               |

Section III - Special Terms

1. Such services may be terminated by either party hereto giving to the other party sixty (60) day's notice, in writing, by registered mail.
2. All POA Notices related to Animal Control, Shall be the responsibility of the By-law officer.
3. All above prices are subject to Goods and Service Tax (G.S.T.)  
This agreement shall be for a term of Three (3) years commencing January 01/04 to December 31/06.
4. Above clauses are in addition or supercede original contract ending December 31, 2003.

Signed at Township of Whitewater Region this \_\_\_\_\_ day of \_\_\_\_\_,  
2004.

\_\_\_\_\_  
Dean Sauriol  
CAO

\_\_\_\_\_  
Cynthia Bunke(President)  
Valley Animal Shelter

**ANIMAL CONTROL SERVICES CONTRACT  
JOB DESCRIPTION**

1. GENERAL CONDITIONS:

(1) Interpretation of Phases

- (a) The word "CORPORATION", or "TOWNSHIP" shall be understood as referring to the Corporation of the Township of Whitewater Region.
- (b) The work "CONTRACTOR" shall be understood to mean the person, partnership or corporation who has agreed to perform the work embraced in the contract, or to his/her, or their, legal representatives.
- (c) Whenever the words "ORDERED", "DIRECTED", "REQUIRED", "INSTRUCTED", "CONSIDERED NECESSARY" or words of like import are used, it is understood that the "ORDERING", "DIRECTING", "REQUIREMENT", etc. of the By-Law Enforcement Officer is intended.
- (d) When the word "CONTRACT" is used in this contract it shall be understood as referring to and including the "DIRECTIONS OR SPECIFICATIONS", the "GENERAL CONDITIONS" and "THE CONTRACT FOR THE PERFORMANCE OF THE WORK".

(2) Intent

The nature and spirit of these specifications are to provide for the work herein described to be fully completed in every detail; and, it is hereby understood that the Contractor, in accepting the contract, agrees to furnish any and everything necessary for such purpose, and will be under the direction and supervision of the By-Law Enforcement Officer.

(3) By-Laws & Regulations

The Contractor shall comply with all ordinances, by-laws and regulations in force regarding animal control in the municipality where his/her work is located and as may be required by the Province of Ontario.

(4) Contractor's Agent

The Contractor, during his/her absence from work, shall keep a competent superintendent or foreman on the work, fully authorized to act for him/her in his/her absence and to receive such orders as may be given for the proper continuance of the work. The Contractor shall advise the By-Law Enforcement Officer of the name, address and telephone number of one of his employees who may be reached at any time. This employee shall reside in the vicinity, responsible for taking calls concerning the work and have authority to initiate immediate emergency work.

(5) Workplace Safety & Insurance

The Contractor shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to The Workplace Safety & Insurance Act, 1997, and upon failure so to do the Corporation may pay such assessment or compensation to The Workplace Safety & Insurance Board and deduct or collect such expenses. The Contractor shall, at the time of entering into any contract with the Corporation, make a statutory declaration that all assessments of compensation payable to The Workplace Safety & Insurance board have been paid and the Corporation may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

(6) Assignment

The work to be performed under this contract or any part thereof, or any monies or orders payable under this contract, shall not be assigned by the Contractor without the written authority of the By-Law Enforcement Officer. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of his liabilities and obligations under this contract.

(7) Default of Contractor

If, at any time during the term of this contract, the Contractor fails to be, or have in its employ, a Provincial Offences Officer designated pursuant to Section 1 (2) of The Provincial Offences Act, this contract may be terminated by the Township..

(8) Losses and Damages

The Contractor shall keep the Township indemnified against all claims and damages whatsoever by any person, whether in respect to damage to person or property arising out of or occasioned by the enforcement of this contract or the prosecution of the Township Animal Control By-Law. The Contractor further covenants to indemnify the Township with respect to damage to person or property occasioned by or arising from the action, default or negligence of the Contractor, its officers, agents, servants, employees, invitees or licensees. The Contractor agrees that the foregoing indemnify shall survive the Contractor of this agreement.

(9) Bankruptcy and Cancellation

If the Contractor becomes bankrupt or commits any act of insolvency or attempts to assign or otherwise dispose of this contract or any part thereof, except as herein provided, or should the work under this contract or any portion thereof be abandoned by the Contractor, the Corporation may terminate the contract.

(10) Protection Against Negligence and Damage

The Contractor shall indemnify and save harmless the Corporation from all losses, damages, costs, charges and expenses which the Corporation may sustain by reason of injury to persons or property resulting from negligence or any other cause whatsoever in the performance of the work, or by, or on account of, any act or omission of the said Contractor or his employees.

The Contractor shall insure against such accidents with an insurance company satisfactory to the Corporation and such policy shall carry limits of liability in the amount specified in Section 3. CONTRACT, Subsection (A) of this agreement. The Contractor shall prove, to the satisfaction of the Corporation, from time to time as the By-Law Enforcement Officer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

(11) Character of Workers

The Contractor agrees to employ only orderly and competent employees to do the work and that whenever the By-Law Enforcement Officer shall inform him/her, in writing, that any employee or employees on the work are, in his opinion, incompetent unfaithful, disorderly or practicing poor public relations, such employee or employees shall be discharged from the work and shall not again be employed by the same without the By-Law Enforcement Officer's written consent.

2. SPECIFICATIONS FOR THE PROVISION OF ANIMAL CONTROL

(1) Scope of Work

All work under this contract shall be performed promptly, neatly, carefully, thoroughly and efficiently and shall comply in all respects with the provisions, conditions and terms of this contract and with the governing Animal Control By-Law 01-09-45 of the Corporation of the Township of Whitewater Region and subsequent amendments for the full contract period. In the case where the terms of this contract may differ from the requirements of the said By-Law the terms of this contract shall apply.

(2) Equipment, Tools & Men

- (a) This contract price shall include the supply of all equipment, necessary buildings, land and personnel required to properly fulfill the terms and conditions of this contract for the full contract period.
- (b) The Contractor shall file and maintain with the By-Law Enforcement Officer, the name, address and local telephone number of a person in his employ who shall reside in the vicinity of the Township and who shall have the authority to act immediately on instructions issued by the Township.

(3) Provisions of Services

The duties of the contract shall be:

- (a) To supervise all animal control matters within the limits of the Township of Whitewater Region (dogs & cats only);
- (b) To enforce the Animal Control By-Laws and to appear in court in connection with any prosecutions instituted thereunder;
- (c) To destroy animals as the same may be required and to ensure compliance with all Provincial legislation;
- (d) To maintain the animal pound and to feed the animals therein kept, from time to time, as the same may be required and to keep the pound open and in operation on such days and at such hours as shall, from time to time, be agreed upon between the parties to insure that owners of impounded animals have a reasonable opportunity to reclaim such animals;
- (e) To provide a telephone number to the By-Law Enforcement Officer where the Contractor or his/her employees can be reached 24 hrs/7 days a week.

- (f) To be reasonably available for the performance of duties at the request of the By-Law Enforcement Officer or of Township employees.
- (g) To provide his/her own means of transportation and to pay all expenses in connection therewith;
- (h) To provide, at his/her own expense, a substitute or alternative personnel to perform his duties when he/she is not available;
- (i) To provide monthly reports to the By-Law Enforcement Officer of the number of animals impounded, the number of animals destroyed and the number of service calls answered; and,
- (j) To deposit monthly, with the Treasurer, all monies collected in pound fees.

### 3. CONTRACT

The Contractor shall supply, prior to commencing work, the following items:

- (a) A certified copy of the Contractor's policy for at least the following limits:

The Contractor shall take out and keep in force during the term of the contract, an All Risk Business Policy of sufficient value, together with a Comprehensive Policy of Public Liability and Property Damage Insurance acceptable to the Corporation providing at least ONE MILLION DOLLARS (\$1,000,000.00) exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policies shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from, or arising out of, any act by his servants or agents during the execution of the contract and the Contractor shall forward certified copies of the policies or certificates there to the By-Law Enforcement Officer.

NOTE: The Comprehensive Liability Insurance referred to in Paragraph 1 above shall name the Corporation of the Township of Whitewater Region as one of the insured parties and shall cover the work to date of completion of the contract.

- (b) A Workplace Safety & Insurance Declaration properly signed and witnessed.
- (c) During the course of the contract, at the request of the Corporation, the Contractor shall:
  - (i) Furnish a certificate from The Workplace Safety & Insurance Board indicating that he is in good standing.
- (d) A criminal record check not older than 6 months from the commencement of the contract for all employees involved with this contract.

### 4. TERM OF CONTRACT

The contract period is from the first day of January 1, 2004 to December 31, 2006.

Such services may be terminated by either party hereto giving to the other party sixty (60) day's notice, in writing, by registered mail

5. FINANCIAL CONSIDERATION

- (1) The Contractor agrees to accept payment on a monthly basis with the payment to be made on the last business day of each month for well and truly performing work as stated in this contract for the full contract.
- (2) The Contractor agrees to comply with all the terms of the contract documents and , upon acceptance by the Corporation, all terms of the contract documents will be binding on the Contractor, it or his heirs, executors, administrators, or successors.