



**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 09-4518**

**A by-law to authorize the execution of an Agreement with  
Hillside Kennels Animal Control Ltd.  
(Animal Control Service)**

**WHEREAS** the Agreement for the delivery of the Animal Control Service within the Town of Ingersoll lapses on December 31, 2009;

**AND WHEREAS** Hillside Kennels Animal Control Ltd. has been the service provider for the municipality.

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk/Deputy Administrator are hereby authorized to execute a Animal Control Contract and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said contract shall be annexed to and form part of this by-law.
- (3) That By-Law No. 07-4387 and any by-law inconsistent with this by-law shall be repealed in its' entirety.
- (4) That the Agreement comes into force on the 1<sup>st</sup> day of January, 2010.

**READ** a first and second time in Open Council this 9th day of November 2009.

**READ** a third time in Open Council and passed this 9<sup>th</sup> day of November 2009.

**THE CORPORATION OF THE TOWN OF INGERSOLL**

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**Paul Holbrough, Mayor**

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**Elaine Clark, Clerk Deputy Administrator**

**Agreement made in duplicate this     day of November, 2009.**

**BETWEEN**

**THE CORPORATION OF THE TOWN OF INGERSOLL**  
(hereinafter called the "AREA")

**- AND -**

**HILLSIDE KENNELS ANIMAL CONTROL LTD.**  
(hereinafter called the "Contractor")

**WHEREAS** both parties hereto are desirous of entering into an agreement to provide for the service of Animal Control Officer and Poundkeeper for the Town of Ingersoll. (The AREA)

The Parties hereto agree as follows:

**I    Pound Facilities**

1. The Contractor agrees to provide and maintain a pound facility to be located at R. R. # 2 Innerkip, Ontario, to serve the AREA, such facility to be kept in good order and state of cleanliness at all times in accordance with the "*Animals for Research Act*", RSO, 1990 Chapter 22, as amended and its Regulations. The facility will include an indoor and outdoor run area as well as holding cages.
2. Such pound facility will be served by staff of the Contractor who will ensure that all animals impounded will be kept clean, well cared for and fed during the time of confinement.
3. All sick or injured animals will immediately receive medical attention by veterinary staff.  
If, in the opinion of the attending Veterinary, any animal is too severely injured or diseased and medical care will only prolong the suffering of the animal, the animal shall be humanely euthanized and properly disposed of. When a sick animal is suspected of having a highly contagious life threatening to other animal disease, it may be destroyed to prevent further infection. The owner of the animal shall be responsible for all costs, Veterinary and Animal Control.
4. The Contractor shall keep records of all animals impounded and their disposition which shall be submitted to the AREA at the end of each month.
5. All animals impounded shall be kept for a minimum of four days, holidays excluded, or longer at the discretion of the Contractor. Staff will attempt to contact the owner of any animal as quickly as possible. If the Contractor is required by law to quarantine an animal for a specified period, the AREA will pay the additional boarding fees for the quarantine period unless the owner redeems the animal in which case the owner shall be

responsible for additional boarding fees.

6. The Contactor shall ensure that the pound facility will be open to the public during the regular office hours Monday to Friday, and Saturday 8:00 a.m. – 12:00 Noon for animal redemption.
7. The Contractor shall charge all fees to animal owners as deemed necessary to cover the cost of pick-up, boarding and any veterinary services if applicable of impounded animals. The AREA will not be responsible for any costs for animals claimed by their owner or if the animal is adopted. If an unclaimed animal is adopted the AREA shall not be charged for euthanasia or disposal.
8. The Contractor agrees that any dogs impounded that do not have a current year dog tag shall not be released to the owner or other person until a proper tag is purchased. The AREA shall provide the Contactor with a supply of current year dog tags and a schedule of fees. It shall be the responsibility of the Contractor to sell the tags and remit all monies and records of the tags sold, by the 15<sup>th</sup> of the month. The AREA agrees to provide to the Contractor a list of tags purchased and relevant AREA By-Laws.
9. Any animal not claimed by the owner shall become the property of the pound and may be adopted, or disposed of according to the Ministry of Agriculture Foods and Rural Affairs Regulations governing Pounds and Animal Control Facilities.
10. The Contractor agrees to provide public relation services during regular hours and provide the public with information relating to animal control.

## **II Animal Control Service**

1. The Contractor agrees to provide the service of Animal Control Officer within the AREA and agrees to pick up confined stray canines/sick or injured cats or any other animal control as requested by the AREA during the hours of 8:00 a.m. to 8:00 p.m. every day of the year. Requests to pick up other animals such as cats, raccoons, skunks, opossum, etc., shall not be part of this agreement. The term “confined” shall mean kept or restricted within certain limits” such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area. The Contractor agrees to respond to all requests for the pick up of dogs that are deemed vicious or injured. The Contractor agrees to respond to any request by the AREA or the OPP (Ingersoll Detachment) to pick up dogs/sick or injured cats on a twenty-four (24) hour basis. The AREA will refer people requesting other animal control to the Contractor when requested.
2. The Contractor agrees to provide a vehicle suitably equipped to pick up stray canines. Said vehicle shall have the wording “Animal Control”. The vehicle shall be maintained in a safe and clean condition.
3. The Contractor agrees that said vehicle will be available to pick up such stray canines within the AREA on a 24 hour per day basis.

4. It is expressly understood that at no time shall the said vehicle become the property of the AREA, and that responsibility for its operation, fuel, maintenance, licence and insurance rests solely with the Contractor. The Contractor agrees to indemnify and save the AREA harmless from any and all claims arising out of or in connection with the use of the vehicle.
5. The vehicle or its driver shall be equipped with a paging device to allow communications with the vehicle.
6. The Contractor agrees to carry out patrols if requested by the AREA. The contractor will within reason answer all telephone complaints as quickly as possible.
7. The Contractor will ensure that the driver or drivers of the vehicle are adequately trained in the capture and confinement of stray animals.

### **III Fees**

1. In return for animal control and pound facility services the AREA agrees to pay to the Contractor upon submission of monthly reports and invoices, fees according to the following schedule:

Call Out Fee:	\$100.00
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Boarding @ \$20.00 for a maximum of 3 days with the exception of Quarantine 1 <sup>st</sup> day of pick up board included in call out fee	\$60.00
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Veterinary administered euthanasia when required per animal	\$20.00
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Disposal by cremation for canine	\$50.00
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Monthly Retainer (inclusive of the total billing per month)	\$500.00
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Energy Surcharge of 10% if the average price of gasoline at the pumps increases to \$1.00 per litre will be applicable

Note: All prices are subject to G.S.T.

The contractor will provide a monthly report with the invoice containing the following information:

- Date of Patrol
- Time of Patrol (start and finish)
- Area of Patrol
- Animals Picked-up – location
- Warnings to owner – address
- Number of Licences sold
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2. It is understood by the parties hereto that there will be no adjustment in fees paid by the AREA during the full term of this agreement.

#### **IV General**

1. This agreement shall be in effect from January 1, 2008 to December 31, 2009 unless terminated earlier. Either party may terminate this agreement by giving written notice to the other party by registered mail at least 30 days before the intended date of termination. Termination of this agreement shall be of condition of violation or of mutual consent. In the event the County of Oxford assumes responsibility for Animal Control, the contract may be assigned to the County or cancelled upon giving written notice to the Contractor by registered mail at least 30 days before the intended date of termination.
2. The contractor shall maintain and pay for Comprehensive General Liability Insurance, including coverage for all operations as poundkeeper and Animal Control Officer. This insurance coverage shall be subject to limits of not less than three (3) million dollars inclusive per occurrence for third party Bodily Injury and Property Damage.

The coverage shall not be altered, cancelled or allowed to expire or lapse without thirty (30) days prior written notice to the AREA.

A certificate of such insurance shall be filed with the AREA upon signing of the contract and annually thereafter.

The Contractor agrees to fulfil all of his obligations in compliance with the Occupational Healthy and Safety Act and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the municipality (or any of its council members or employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of the operations of the Contractor, the contractor shall indemnify and save harmless the AREA from any and all charges, fines, penalties and costs that may be incurred or paid by the AREA.

This agreement cannot be assigned without the written consent of the other party and shall enure to the benefit of both parties, their executors, heirs and assigns.

All services carried out hereunder by the contractor shall be as an independent contractor and not as an employee of the AREA.

**IN WITNESS WHEREOF** this agreement was executed by the Corporation of the Town of Ingersoll (AREA) and Hillside Kennels Animal Control Ltd. as of the date first above written.

**CORPORATION OF THE TOWN OF INGERSOLL**

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**Paul Holbrough, Mayor**

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**Elaine Clark, Clerk/Deputy Administrator**

**HILLSIDE KENNELS ANIMAL CONTROL LTD.**

**WITNESS:**

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