

**THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES**

BY-LAW 2023-19

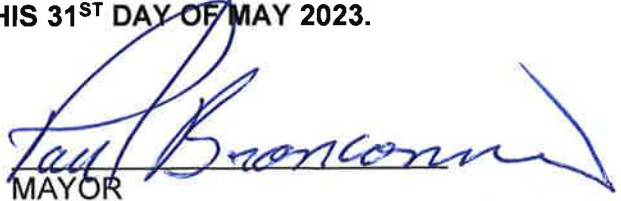
**BEING A BY-LAW TO ENTER INTO A SERVICE CONTRACT AGREEMENT WITH
THE NORTH BAY AND DISTRICT HUMANE SOCIETY**

WHEREAS Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into a Service Contract Agreement with the North Bay and District Humane Society for Pound Keeping Services;

NOW THEREFORE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:

1. THAT the Corporation of the Municipality of St.-Charles enter into a Service Contract Agreement with the North Bay and District Humane Society for Pound Keeping Services.
2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Schedule "A" to this By-Law.
3. THAT the attached Schedule "A" forms part of this By-Law.
4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
5. THAT this By-Law shall come into force and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS 31ST DAY OF MAY 2023.**


MAYOR


CLERK

SCHEDULE "A"

SERVICE CONTRACT AGREEMENT BETWEEN: THE NORTH BAY AND DISTRICT HUMANE SOCIETY AND THE MUNICIPALITY OF ST.-CHARLES

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Municipality of St.-Charles.

1. DEFINITIONS:

For the purpose of this Agreement, the term "animal" shall refer to domestic dogs.

For the purpose of this Agreement, the North Bay and District Humane Society will be referred to as "NB&DHS".

For the purpose of this Agreement, the Municipality of St.-Charles will be referred to as "the Municipality".

2. THE HUMANE SOCIETY AGREES:

Shelter:

To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded, and of meeting the requirements set for this type of building by the NB&DHS, and of meeting the requirements of all applicable provincial legislation.

General Service Provision:

- a) To provide pound services up to an annual limit of 15 dogs. Any decision relating to animals above the annual limit will be made at the discretion of the NB&DHS.
- b) To hold for claiming by owners, any stray dog delivered to the NB&DHS shelter, or any animal received or impounded by the Animal Control Officer of the Municipality, and, if not claimed by the owner, to dispose of such animal by sale or euthanasia. Owners of licensed and / or microchipped dogs will be contacted, whenever possible.
- c) To provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping, and veterinary care (when deemed necessary) for dogs impounded.
- d) To meet the requirements set for this type of building by the NB&DHS and Provincial legislation.
- e) To install in the animal shelter all the equipment necessary for the proper operation of

the animal shelter, and, in particular, to supply the methods and equipment necessary to humanely euthanize unwanted or unclaimed animals, if necessary. Such methods and equipment must meet the standards and comply with the applicable Provincial legislation.

- f) NB&DHS will only receive stray dogs as defined in the Municipality's By-Laws. NB&DHS will not take seized, removed, or aggressive dogs in relation to the *Dog Owners' Liability Act* or any other piece of legislation outside of the Municipality's By-Laws.

Hours of Operation:

The NB&DHS shelter will be open to the public and in operation between 10:00 a.m. and 5:00 p.m. Monday to Friday (exclusive of statutory holidays), between 10:00 a.m. and 4:00 p.m. Saturdays, and between 12:00 p.m. and 4:00 p.m. Sundays. Hours of Operation may change at the discretion of the NB&DHS.

It is understood by the Municipality and the NB&DHS that ALL calls reporting complaints or concerns from residents of the Municipality will be forwarded to the Animal Control Officer of the Municipality.

Licenses:

The NB&DHS will NOT issue licenses for dogs within the Municipality of St.-Charles jurisdiction.

Invoicing:

The Municipality grants to the NB&DHS the right to collect and retain a fee of \$100 per animal claimed by the owner. If not claimed by the owner, the NB&DHS will invoice the Municipality \$100.00 per animal.

Indemnity:

To indemnify and save harmless the Municipality in respect to all charges, costs, expenses, suits, and damages, and claims for loss or accident or injury of any nature or kind whatsoever in connection with the carrying out of this agreement and in connection with the shelter.

Insurance:

To insure and keep insured the shelter building for fire and any other hazards and to provide, if required, the Municipality a proof of insurance.

Such liability policy shall provide for the indemnification of the Municipality and the NB&DHS against the loss arising from claims of damage, injury or otherwise in connection with the carrying out of the terms of this agreement.

The NB&DHS shall maintain the policy of insurance in force during this agreement. The

limits of such policy shall not be less than One Million Dollars (\$1,000,000.00) inclusive for public liability and property damage and for liability coverage for injury to dogs caused by an accident and resulting in the death or destruction while in the care, custody, and control of the NB&DHS.

Such policy shall include the names of the Municipality and the NB&DHS as the insured. The Humane Society shall pay the premium on the policy.

3. THE MUNICIPALITY OF ST.-CHARLES AGREES:

- a) To appoint the NB&DHS as Pound Keeper.
- b) To grant the NB&DHS the right to dispose of all animals impounded by the Humane Society in accordance with the By-Laws.
- c) To grant the NB&DHS the right to dispose of the carcasses of all animals lawfully impounded and lawfully euthanized or found dead in accordance with the By-Laws.
- d) To grant the NB&DHS the right to collect impound fees, fines, destruction, and disposal fees levied by the Humane Society in accordance with the scale of fees and penalties authorized by the NB&DHS.

4. DURATION OF AGREEMENT:

The term of the agreement will be for three (3) years from the date of signing.

This agreement may be terminated by either party upon three (3) months' written notice of intention to terminate, delivered to the other party by prepaid registered mail.

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This agreement is made on the 31 day of May, 2023.

FOR THE MUNICIPALITY OF ST.-CHARLES:

Name: Paul Branconnier

Title: Mayor

Signature: 

Name: Tammy Godden

Title: Clerk

Signature: 

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:



Steven Johnson
President of the Board of Directors



Liam Cullin
Executive Director