

THE CORPORATION OF THE TOWN OF LINCOLN

BY-LAW NO. 2012-07

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH THE LINCOLN COUNTY HUMANE SOCIETY TO PROVIDE FOR THE PROVISION OF ANIMAL CARE AND CONTROL AND HUMANE SERVICES IN THE MUNICIPALITY

WHEREAS, after considering Report CS 12-05, the Council of the Town of Lincoln deems it necessary and expedient to enter into an agreement with the Lincoln County Humane Society, to provide for the provision of animal care and control and humane services in the municipality.

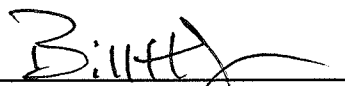
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF LINCOLN ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized and directed to prepare and execute an agreement with the Lincoln County Humane Society, to provide for the provision of animal care and control and humane services in the municipality, and the Clerk is hereby directed to affix the Corporate Seal thereto.

BY-LAW read a FIRST time this 6th day of February, 2012.

BY-LAW read a SECOND time this 6th day of February, 2012.

BY-LAW read a THIRD time AND FINALLY PASSED this 6th day of February, 2012.


MAYOR: BILL HODGSON


CLERK: WILLIAM J. KOLASA

THIS AGREEMENT made in triplicate this 21st day of FEB., 2012.

BETWEEN:

THE CORPORATION OF THE TOWN OF LINCOLN
hereinafter called "The Town"

OF THE FIRST PART

THE LINCOLN COUNTY HUMANE SOCIETY
hereinafter called "The Society"

OF THE SECOND PART

WHEREAS The Town deems it necessary to enter into an agreement with The Society for the provision of animal care and control services in the Municipality.

AND WHEREAS The Society has agreed to act as agent for The Town for the purposes of providing said services and providing humane services in the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto agree with each other as follows:

1. That between the hours of 9:00 o'clock a.m. and 8:00 o'clock p.m., seven days a week, The Society shall provide services for The Town in accordance with the Terms and Conditions as described in Schedule 'A' of this agreement.
2. The Society shall respond to Animal Care, Control and Humane Services related calls after hours for The Town on an emergency basis only.
3. The Society shall perform all Animal Care and Control Services on behalf of The Town in accordance with the provisions of the Animal Care and Control By-law 08-92 (The By-law) as approved by the Council.
4. The Town shall be responsible for maintaining the By-law, which is attached as Schedule 'B' hereto, which by-law shall be subject to review and amendment.
5. The Town agrees to pay the Society for Animal Care, Control and humane services as set out in the attached schedule, the sum of \$85,100 per annum for 2012. The Society shall invoice the Town on a monthly basis and the Town agrees to pay the Society 1/12 of the per annum fee by the 15th day of each month.
6. The Town agrees that the Society shall retain all revenue from dog licence fees, including any sales performed by the Town at their offices. Further, the Society shall be responsible for providing all licence tags and forms to the Town. The Society shall maintain lists of all dog licences and shall send renewal notices to residents as required.
7. The Society shall comply with all federal, provincial and municipal laws, statutes, regulations and by-laws in the performance of the duties as described in this agreement.
8. The Society shall indemnify and save harmless The Town from and against all liability, losses, damages, actions, causes of action, claims, suits, demands expenses or costs whatsoever that may arise either directly or indirectly from the performance of the duties as described in this agreement.
9. The term of this agreement, subject to Paragraphs 9 & 10, shall be from the 1st day of January 2012 until the 31st day of December 2012.
10. Either party may terminate this agreement upon ninety (90) days written notice.

Schedule A

Canine Control

The Society shall provide Canine Control Officers whose primary function shall be to carry out all canine control related functions within the Town of Lincoln, in accordance with the provisions of the Town of Lincoln Animal Care and Control By-law 08-92 as may be amended from time to time, as follows:

- a) Responding to canine control complaints and inquiries for the Town from 9 a.m. to 8 p.m. seven days of the week;
- b) patrolling of streets and parks while performing other calls;
- c) commence proceedings under the Provincial Offences Act in respect of offences under Town of Lincoln Animal Care and Control By-law 08-92, as may be amended from time to time;
- d) commence proceedings under the Provincial Offences Act with respect to the removal of animal waste on public and private property and for offences which occur in the Town of Lincoln Parks under Town of Lincoln Animal Care and Control By-law 08-92, as may be amended from time to time;
- e) appear in Court to give evidence and assist in proceedings which have been commenced under this agreement;
- f) The Town will provide prosecution for any charges relating to the Society in accordance with the Town of Lincoln Animal Care and Control By-law 08-92, as may be amended from time to time, except where payment out of court is made under an Offence Notice.
- g) The Society agrees that all fines shall accrue to the benefit of the Town.
- h) The Society shall be responsible for the sale of dog licenses during by-law violation investigations and when the dog has been impounded.

Pound

The Society shall provide and operate an adequate Pound as follows;

- a) Usage of the Pound shall be in accordance with the terms and conditions of this agreement and the Statutes of the Province of Ontario and the by-laws of the Town. Without restricting the generality of the foregoing, the Society shall maintain each dog impounded in accordance with the Town of Lincoln Animal Care and Control By-law 08-92 as may be amended from time to time and in accordance with the provisions of the Animals for Research Act, R.S.O. 1990, c. A.22, as amended.
- b) The Society shall not release any dog impounded for whatever cause unless:
 - i.) the society is satisfied as to the ownership of the dog; and
 - ii.) where such owner is a resident of the Town, he produces a valid license for the dog; or
 - iii.) where such person pays the requisite fees for such license in accordance with the schedule of fees as approved by the Council for the Town from time to time.
- c) The Society shall, through its designated personnel, commence proceedings by offence notice or information against the owner of a dog when such dog is found to be at large and returned to its owner, or impounded, or when the owner was not in possession of a valid license for the dog. Further, the Society, through its designated personnel, shall be required to appear in Court to give evidence and assist in proceedings which have been commenced.

Humane Services

The Society shall provide humane services as follows:

- a) an adequate Pound to be used in addition to a dog pound, as a shelter for homeless or unwanted pets as well as wildlife which is sick, injured or requiring quarantine;
- b) the investigation and required prosecution of complaints of cruelty or abuse of animals by trained qualified and specially equipped inspectors and agents as required by the Ontario Society for the Prevention of Cruelty to Animals Act;
- c) inspection of places where animals are used or kept;
- d) pick up of animals that are no longer wanted, unable to be kept, strays, lost or homeless;
- e) ambulance services for any animals that may be sick, injured, trapped or caught in a way that necessitates humane involvement;
- f) 24 hour emergency service for animals in distress;

- g) assistance to the police department, fire department, sheriff's office, health department and other government agencies with wildlife issues, rabies control and other animal related problems;
- h) consultant services to the Town during the consideration and drafting of new by-laws or policies relating to animal care and control; and
- i) other humane services as determined by the Society from time to time.