

**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**By-law No. 15-2023**

**Being a bylaw to authorize the Village of South River to enter into an agreement with THE NORTH BAY AND DISTRICT HUMANE SOCIETY for the provision of shelter to impounded cats and dogs.**

**WHEREAS**, Part II of the Municipal Act, 2001 empowers municipalities to enter into agreements to enable them to govern as they consider appropriate;

**NOW THEREFORE**, the Council of the Corporation of the Village of South River enacts as follows:

1. The Mayor and Clerk are hereby authorized to enter into an agreement with the North Bay and District Humane Society for the provision of shelter for impounded cats and dogs as per the terms and conditions in Schedule A;
2. This Bylaw shall come into force and effect upon enactment;
3. This Bylaw may be cited for all purposes as “North Bay and District Humane Society” Agreement Bylaw 15-2023”.

READ A FIRST AND SECOND TIME THIS 27<sup>TH</sup> DAY OF MARCH, 2023.

READ A THIRD TIME AND FINALLY PASSED THIS 27<sup>TH</sup> DAY OF MARCH, 2023

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Jim Coleman, Mayor

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Don McArthur, Clerk Administrator

**SERVICE CONTRACT AGREEMENT BETWEEN:  
THE NORTH BAY AND DISTRICT HUMANE SOCIETY  
AND THE  
VILLAGE OF SOUTH RIVER**

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for the Village of South River.

**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 Village of South River will be referred to as “the Village”.

**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 Village, 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 Village'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 Village'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 Village and the NB&DHS that ALL calls reporting complaints or concerns from residents of the Village will be forwarded to the Animal Control Officer of the Village.

Licenses:

The NB&DHS will NOT issue licenses for dogs within the Village of South River jurisdiction.

Invoicing:

The Village 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 Village \$100.00 per animal.

Indemnity:

To indemnify and save harmless the Village 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 Village a proof of insurance.

Such liability policy shall provide for the indemnification of the Village 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 Village and the NB&DHS as the insured. The Humane Society shall pay the premium on the policy.

**3. THE VILLAGE OF SOUTH RIVER 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.

This agreement is made on the 27 day of March, 2023.

FOR THE VILLAGE OF SOUTH RIVER:

Name: Don McArthur

Title: Clerk-Administrator

Signature: \_\_\_\_\_

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

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Steven Johnson  
President of the Board of Directors

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Liam Cullin  
Executive Director