THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

BY-LAW NUMBER 2026-32

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BEING A BY-LAW TO ENTER INTO A SERVICE CONTRACT AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON AND THE NORTH BAY AND DISTRICT HUMANE SOCIETY TO PROVIDE POUND KEEPING SERVICES

WHEREAS the Municipal Act, S.O. 2001, c.25 as amended, authorized municipalities to enter into an agreement;

AND WHEREAS the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enter into an agreement with the North Bay and District Humane Society to provide pound keeping services;

AND WHEREAS the Council of The Corporation of The Township of Papineau-Cameron deems it expedient to enact such a By-Law, approved by Resolution 2026-_____ passed by Council on December 8, 2026.

NOW THEREFORE, the Council of The Corporation of The Township of Papineau-Cameron hereby enacts the following:

1. THAT the Mayor or Deputy Mayor and Clerk are hereby designated as signing officers and are authorized to execute a Service Contract Agreement with the North Bay and District Humane Society to provide pound keeping services.

2. THAT the North Bay and District Humane Society Service Contract Agreement shall be attached hereto as Schedule "A" (together with its schedules) as incorporated herein forms a part hereof of this By-law.

3. THAT the Agreement shall be effective to commence on January 1, 2027 and shall expire on December 31, 2029, and shall remain in effect within accordance to the terms and termination section of the agreement.

4. THAT this by-law shall become ratified upon the signing thereof.

READ A FIRST, SECOND AND THIRD TIME, ENACTED AND PASSED BEFORE AN OPEN COUNCIL, THIS **8th** DAY OF **DECEMBER, 2026**.

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MAYOR _____

CAO / CLERK-TREASURER _____

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SERVICE CONTRACT AGREEMENT BETWEEN:
THE NORTH BAY AND DISTRICT HUMANE SOCIETY
AND
THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

The following outlines an agreement for the North Bay and District Humane Society to provide pound keeping services for The Corporation of the Township of Papineau-Cameron. Further this agreement defines other services provided, specifically Animal Control services.

1. DEFINITIONS:

For the purpose of this Agreement, the term "animal(s)" shall refer to domestic dog only.

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

For the purpose of this Agreement, PAPINEAU-CAMERON will be referred to as "the Township".

2. THE HUMANE SOCIETY AGREES:

Pound Services:

NBDHS will provide pound services for up to an annual limit of 15 animals. Any decision relating to animals in excess of the annual limit will be at the sole discretion of NBDHS. It is the responsibility of the Township to contact NBDHS in advance and obtain confirmation that NBDHS is able to accept an animal prior to transporting or delivering the animal to the facility. No animal shall be transported or delivered to NBDHS without such confirmation.

NBDHS reserves the right to refuse the intake of any animal where the facility has reached capacity or is subject to quarantine, including where the intake of an animal may pose a risk to the health or safety of animals, staff, volunteers or the public. Where NBDHS is unable or unwilling to accept an animal, it is the responsibility of the Township to make alternate arrangements for the care and housing of the animal.

Animals Accepted:

NBDHS will only receive stray/at-large animals as defined in the Township's by-laws. NBDHS will not receive any aggressive dog, whether seized, removed or otherwise taken into custody pursuant to the Dog Owners' Liability Act, any municipal by-law or any other legislation. The authority of an Animal Control Officer under a municipal by-law to seize or remove an animal does not obligate NBDHS to receive or house such animal. NBDHS's pound services are limited to the receipt of stray/at-large animals.

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Animal Housing and Care:

NBDHS will provide an animal shelter capable of providing adequate accommodations, food and water, daily housekeeping and veterinary care when deemed necessary and when veterinary services are available, for animals accepted by NBDHS under this Agreement.

NBDHS will operate and maintain the animal shelter in accordance with applicable provincial legislation and regulations and the standards and policies established by NBDHS.

NBDHS will maintain the equipment necessary for the proper operation of the animal shelter and, where necessary, will provide the methods and equipment required to humanely euthanize unwanted or unclaimed animals. Such methods and equipment will meet applicable standards and comply with all applicable provincial legislation and regulations.

Unclaimed Animals:

NBDHS will receive and hold stray/at-large animals accepted under this Agreement for claiming by their owners. The claim period for any stray/at-large animal received by NBDHS will be three (3) days, excluding the day the animal was impounded.

Where owner contact information is available through licensing or microchip information, NBDHS will attempt to contact the owner.

If an animal is not claimed within the specified claim period, NBDHS may proceed with the appropriate disposition of the animal, including sale or euthanasia, in accordance with applicable laws and regulations.

Hours of Operation:

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

No animal shall be delivered to the NBDHS facility outside of its regular operating hours unless prior arrangements have been made with and confirmed by NBDHS.

Calls, Complaints and Enforcement:

It is understood by the Township and NBDHS that the Township is solely responsible for receiving, responding to and attending all calls, complaints or concerns reported by residents. NBDHS will not attend or respond to any calls, complaints or concerns from

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residents. Any calls, complaints or concerns received by NBDHS from residents of the Township will be directed to the Township.

Licensing:

NBDHS will not issue licenses for animals received from the Township. Where an animal is returned to its owner, NBDHS will provide the Township, upon request, with a report containing the available owner and animal information. It is the responsibility of the Township to follow up with the owner to ensure that the animal is properly licensed.

Impound Fees:

The Township hereby grants NBDHS the right to collect and retain an impound fee for each animal claimed by its owner, in accordance with the fees established by the Township's applicable by-laws. Where the Township's by-laws do not establish a specific impound fee, NBDHS shall collect and retain an impound fee of $150 per animal.

The applicable impound fee, together with any veterinary fees incurred by NBDHS in relation to the animal while in its care, shall be payable by the owner at the time of claim.

Indemnity:

To indemnify and save harmless the Township from all charges, costs, expenses, suits, damages and claims for loss, accident or injury of any nature or kind arising from or in connection with the carrying out of this Agreement or the operation of the shelter.

Insurance:

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

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

NBDHS 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 animals caused by an accident and resulting in the death or destruction while in the care, custody and control of NBDHS.

Such policy shall include the names of the Township and NBDHS as the insured. NBDHS shall pay the premium on the policy.

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3. THE TOWNSHIP AGREES:

Appointment as Pound Keeper and Animal Control Officer:

To appoint the NBDHS as Pound Keeper for the Township with the duties of such Pound Keeper to be exercised by the NBDHS to impound animals in accordance with the provisions of the Township's by-laws.

Animal Delivery and Transportation:

To contact NBDHS in advance and obtain confirmation that NBDHS is able to accept an animal prior to transporting or delivering the animal to the NBDHS facility.

To be responsible for the transportation of animals to and from the NBDHS facility and for making alternate arrangements for the care, housing, treatment or disposition of any animal that NBDHS is unable or unwilling to accept, in accordance with this Agreement.

Disposition of Animals:

To grant NBDHS the right to dispose of animals lawfully impounded and accepted by NBDHS under this Agreement, including by sale or euthanasia, in accordance with the Township's applicable by-laws and provincial legislation.

To grant NBDHS the right to dispose of the carcasses of animals lawfully impounded and lawfully euthanized by NBDHS in accordance with applicable laws and regulations.

Fees:

To grant NBDHS the right to collect and retain the fees set out in the Impound Fees section of this Agreement.

INVOICING:

The Township shall pay NBDHS an annual fee of $1,800 for pound services plus $75 for each animal impounded. NBDHS will invoice the Township annually for the service fee and separately for each animal impounded. All invoices are payable within thirty (30) days of the invoice date.

4. DURATION OF AGREEMENT:

The term of the agreement shall commence on the 1st day of January 2027 and shall expire on the 31st day of December 2029.

This agreement may be terminated by either party upon ninety (90) days written notice of intention to terminate, delivered to the other party by prepaid registered mail.

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IN WITNESS WHEREOF the parties hereto have executed these presents under the hand of their officers duly authorized in the behalf at the date below written.

FOR THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON:

_____ _____

Name (Print): Date
Title:

_____ _____

Name (Print): Date
Title:

FOR THE NORTH BAY AND DISTRICT HUMANE SOCIETY:

_____ _____

Kristen Vaughan Date
President of the Board of Directors

_____ _____

Liam Cullin Date
Executive Director

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