

**THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS
BY-LAW NO. 2023-1878**

SCHEDULE 'A'

ANIMAL POUND SERVICES AGREEMENT

THIS POUND SERVICE AGREEMENT dated the ____ day of October, 2023.

BETWEEN

Andrew Parent
Hereinafter called the "Contractor"

AND

THE CORPORATION OF THE TOWNSHIP of LANARK HIGHLANDS
Hereinafter called "Lanark Highlands"

Lanark Highlands wishes to receive Pound Services and the Contractor offers to provide said service to Lanark Highlands for a term to commence on November 2, 2023, and terminate on December 31, 2023. The agreement will automatically renew each year unless written notification is provided from either party within sixty (60) days prior to the January 1 renewal date.

It is deemed appropriate to document the Pound service arrangements to accomplish conformity with the respective municipal Animal Control By-laws, the Animals for Research Act and the Municipal Act. 2001;

This agreement witnesses that in consideration of the premises and Pound Service provided by and the mutual covenants and agreements hereinafter contained, the parties agree as follows;

CONDITIONS FOR SUPPLY OF POUND SERVICE TO LANARK HIGHLANDS

GENERAL

1. "Animals" shall mean dogs only.
2. Lanark Highlands agrees to pay the monthly cost to operate the temporary pound facility as prescribed in Schedule "A" attached.

3. Lanark Highlands agrees to pay the cost per animal as prescribed in schedule "A" attached to house an impound animal for the impoundment period.
4. Lanark Highlands agrees to pay the reasonable veterinarian costs to provide an appropriate level of care during the impoundment period.
5. Lanark Highlands agrees to pay the reasonable veterinarian costs to euthanize an animal after the conclusion of the impoundment period.
6. Lanark Highlands will advertise the Pound service to the public on a regular basis.
7. The contractor agrees to provide and maintain a pound facility in accordance with standards prescribed by legislation.
8. The contractor agrees to provide adequate food and water as well as safe and humane treatment to all animals which come under the contractor's care.
9. The contractor agrees to maintain reasonable access to the public to ensure animals are returned to the owner as quickly as possible.
10. The contractor agrees to provide general liability insurance coverage in an amount not less than \$2,000,000.00 with Lanark Highlands as a named insured in the Policy. Said Policy to be maintained for six months following the termination of this agreement.
11. The contractor agrees to indemnify and hold harmless Lanark Highlands and their respective elected officials, officers, employees and agents from and against all claims, losses, damages, liabilities, costs and expenses, including legal fees and disbursements, which may be made or brought against the Municipalities as a result of negligence on the part of the contractor.
12. The contractor agrees to invoice Lanark Highlands for the service in accordance with Schedule 'A'.
13. Schedule "A" attached here to form an integral part of this agreement and shall be read and interpreted as if it were contained in the body of this agreement.
14. Amendments to this Agreement and or its Schedule(s) may be made at any time upon mutual consent of the parties.
15. This Agreement may be terminated by either party upon 120 days notice in writing from one party to the other.
16. The parties acknowledge that upon termination of this agreement the contractor will not be obligated to continue to provide the pound services that are the subject of this agreement.

17. All matters in dispute between the parties hereto in relation to this Agreement shall be referred to the arbitration of a single arbitrator if the parties hereto agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter into the business of arbitration. If either party fails to appoint an arbitrator within seven (7) business days after service of notice on such party of the appointment of an arbitrator by the other Party, the arbitrator so appointed shall act as the sole arbitrator. The award and determination of such arbitrator or arbitrators or any two of such arbitrators shall be binding upon the parties hereto and their respective successors and assigns.
18. Provide daily cleaning and sanitization of all shelter and kennel areas, food and water bowls.
19. Shelter services in accordance with Ontario Ministry of Agriculture, Food and Rural Affairs requirements, including feeding, boarding and exercise for animals strayed, abandoned, or otherwise deposited for care within Lanark Highlands.
20. The humane destruction as required in conjunction with a licensed veterinarian in a manner that conforms to the OVMA requirements.
21. Disposition of any animal carcasses as required in accordance with the minimum requirements outlined in Regulation 23 of the *Animals for Research Act*.
22. The contractor shall be responsible for complying with all applicable federal, provincial and municipal laws, codes and regulations in connection with the provision of the services herein.

Signed

Andrew Parent

Date

Township of Lanark Highlands

Reeve

Clerk/Acting CAO

Date

**BY-LAW NO. 2023-1878
SCHEDULE 'A'**

ANIMAL POUND SERVICES AGREEMENT (Parent)

SCHEDULE "A"

| | |
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| Monthly Pound Retainer Fee: | \$ 250.00 |
| Monthly Liability Insurance: | \$ 57.81 |
| Per Animal Impound Fee | \$ 100.00 |
| Per Animal Daily Fee | \$ 20.00 |
| Per Animal Health Cost as invoiced by Veterinarian | |
| Per Animal Euthanization Cost as invoiced | |

Maximum Holding Period: 5 Days

Lanark Highlands is responsible for the costs associated with the first 5 days that a dog is secured at the Municipal Pound Facility.

After the 5-day holding period, in the event the dog is not claimed, the dog is released into the Ownership of the Municipal Pound Operator. Every effort is taken to work with local dog rescue agencies to find the dog a suitable home should they be unsuccessful in reuniting with their owner.

Veterinarian Costs

During the 5-day holding period, should veterinarian care be required, the associated costs are the responsibility of the Township of Lanark Highlands.