



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
BY-LAW NUMBER 3555-2022**

**BEING A BY-LAW TO APPOINT A CANINE CONTROL OFFICER FOR THE  
TOWNSHIP OF AUGUSTA**

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**WHEREAS** the Municipal Act, 2001 c. 25 S.O. 2001 section 11 (2) (7) allows for a municipality to pass By-Laws pertaining to Animals under the spheres of jurisdiction;

**AND WHEREAS** the Municipal Act, 2001 c. 25 S.O. 2001 section 9 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

**AND WHEREAS** the Council of the Township of Augusta wishes to enter into an agreement to provide Animal Control Services for the Township of Augusta;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF AUGUSTA ENACTS AS FOLLOWS:**

1. Sally Mellon is hereby appointed as an Animal Control Officer for the Township of Augusta.
2. That Schedule A attached shall form part of this By-Law.
3. That this By-law shall be in full force and effect upon the date of passing.
4. That By-Law 3197-2015 is hereby repealed.
5. That any and all by-laws or portions thereof conflicting with this By-Law are hereby repealed.

**READ** a first and second time this 22 day of February 2022

**READ** a third time and passed this 22 day of February 2022

  
MAYOR

  
CLERK

## SCHEDULE A

AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
Hereafter called the "Township"  
AND  
Sally Mellon

This agreement witnesseth and it is hereby agreed between the parties as follows:

1. The Township retains Sally Mellon and Sally Mellon agrees to provide Animal Control Officer Services for the Township for a period of two (2) years starting the date of the passing of this By-Law until January 31, 2024. The term of the contract may be extended or renewed at the Township's sole discretion for two (2) additional (1) year terms subject to satisfactory performance reviews and price negotiations. The Township shall not incur any liability, should it choose not to exercise its exclusive option to renew the Contract.
2. Sally Mellon shall hold and provide proof of a valid, active kennel license.
3. The Township shall remunerate Sally Mellon \$500 (plus HST) per month for 2022-2023 for Animal Control Services.
4. Sally Mellon, following the end of each month, shall submit an invoice to the Township for services rendered which the Township shall pay within 30 days of receipt.
5. Sally Mellon agrees to provide dog catching service 7 days a week, including statutory holidays if required.
6. Sally Mellon agrees that they will be reachable and open to the public 7 days a week by appointment for the purpose of dog retrieval.
7. Sally Mellon agrees to guarantee space and provide adequate accommodation at their expense, for all animals (including aggressive animals) impounded from Augusta Township at all times. In addition, such accommodations shall comply with all Acts and Provincial statutes, municipal By-Laws and zoning regulations.
8. Sally Mellon agrees to provide a phone number that is published by the Township for the general use of the public.
9. Sally Mellon is responsible for responding to complaints, the capture and transportation of dogs running at large (including aggressive dogs) and will make every effort to do so, in accordance with the Township's most current Canine Control By-Law, the *Municipal Act*, *Pound Keepers Act*, and *Trespass Act*.
10. Sally Mellon shall contact the Township's By-Law Control Officer when dogs are captured to allow for follow up regarding fines or offences. Sally Mellon will also assist the By-Law Control Officer respond to complaints regarding injured or dangerous dogs.
11. Sally Mellon shall provide basic first aid services and obtain veterinary services as required for serious injury with the Township Clerk or CAO's preapproval (if practicable).
12. In the event of serious injury, Sally Mellon shall take the dog to a vet and charge any veterinary cost back to the owner of the dog prior to release. In the event the owner cannot be located, the Township agrees to pay for veterinary costs incurred.
13. Sally Mellon agrees to retain an impounded dog for seven (7) days and make every attempt to adopt them out after the prescribed time has ended. In special circumstances, the Township may, in writing, prescribe immediate destruction of the dog, or additional storage time. Dog destruction, when required, shall be performed in an expeditious manner by persons knowledgeable in the task. The only acceptable method of destruction is euthanasia by a licensed veterinarian.

Destruction and disposal shall be the responsibility of the [Officer] and shall comply with any applicable statutes or By-Laws.

14. Sally Mellon agrees to return captured dogs directly to the dog's owner if the animal is licensed by the Township. In the event the dog is unlicensed, Sally Mellon shall collect the prescribed license fee and complete the necessary documentation before releasing the dog. All license fees collected shall be paid directly to the Township. In the event the dog is labelled aggressive by the Township's By-Law Officer, the resident must purchase an aggressive dog tag license.
15. Sally Mellon shall charge all persons reclaiming a dog any incurred boarding and impounding fees, which are to be retained by Sally Mellon. Sally Mellon shall also inform such persons, whether a Township resident or not, that they may still be served with a municipal fine for failure to have a dog license (if applicable) or for allowing a dog to run at large.
16. Sally Mellon shall maintain a log on all matters pertaining to animal control and provide a monthly report to the Township Clerk for the purpose of reporting to Council. The log will include the number of dogs picked up, the number of dogs adopted, the number of calls received to pick up a dog, the contact information of owner's who retrieved their dog and other information as required as part of [Officer]'s invoicing procedures.
17. Sally Mellon shall obtain and maintain at all times comprehensive general liability including keeping the building that houses the dogs insured for fire and to hold insurance in respect to public liability and property damage, including claims in respect to injury and loss and/or death of any animal and shall provide proof of insurance to the Township prior to execution of the Contract and periodically thereafter upon request of the Township. Sally Mellon shall also obtain and maintain WSIB insurance and shall provide proof of insurance to the Township prior to execution of the Contract and periodically thereafter upon request of the Township.
18. Sally Mellon shall abide by all applicable Provincial and Federal Statutes and regulations, including the *Occupational Health and Safety Act* of Ontario, the *Employment Standards Act*, *Accessibility for Ontarians with Disabilities Act*, *Industrial Standards Act*, and any other legislation that may be relevant to the proper performance of the work. Sally Mellon will also maintain adequate staffing levels to ensure all services outlined in the contract are provided.
19. Sally Mellon shall keep confidential information pertaining to the Municipality and its residents obtained by the Proponent as a result of participation in this service and must not disclose any information without the written authorization from the Municipality.
20. Sally Mellon hereby releases and discharges and agrees to indemnify and save harmless the Township and its elected and appointed officials, officers, employees, agents and contractors, from and against any and all actions, causes of action, claims, suits, demands, liabilities, expenses, damages and other harm, whether arising from death, injury to person, property loss, property damage or consequential loss or damage, which may result from or relate to any breach or default of the Contractor under this Agreement, the performance or intended performance by the Contractor of the services to be performed under this Agreement, or any incident, occurrence, wrongful act, omission, or negligence of the Contractor or his or her servants, agents, licensees, subcontractors, or others for whom the Contractor is responsible, provided that this indemnity shall be reduced where and to the extent the same is caused or contributed to by the Township or its Agents.
21. The parties may change the terms of this Agreement only in writing.
22. Should any portion of this Agreement be declared or held to be void, invalid or unenforceable by a court of competent jurisdiction, then that provision shall be severed from this contract and the remaining provisions of this contract shall remain in full force and effect.

23. The Township may terminate the Agreement upon the default of the Contractor if the Contractor has not cured the default within 10 days after the notice of the breach has been given to the Contractor by the Township.

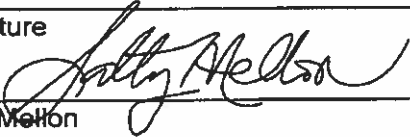
24. Either party may terminate this agreement by providing 60 days notice in writing to the other party.

In Witness Whereof, the parties have executed this agreement as of the day and year written.

Dated the 25th day of March, 2022.


Signed and delivered by

Signature



Sally Mellon

Dated the 21 day of March, 2022.



Clerk