



The Corporation of the Town of Espanola

Bylaw No. 3230/25

**Being a Bylaw to Execute An Agreement Between
The Town of Espanola and
Wenrick Kennels (known as Rainbow District Animal Services and Bylaw Enforcement)**

WHEREAS Sections 10 and 103 of the Municipal Act, R.S.O. 2001, provide for a council of a local municipality to pass bylaws regarding animals and regulating or prohibiting animals being at large or trespassing, and when doing so may provide for the seizure and impounding and the sale of impounded animals;

AND WHEREAS Bylaw 2790-17, allows for licensing and regulating of dogs and cats within the municipality;

AND WHEREAS the Council of the Corporation of the Town of Espanola deems it expedient to enter into an Agreement for the provision of animal control and bylaw enforcement services;

NOW THEREFORE the Council of the Corporation of the Town of Espanola enacts as follows:

1. THAT the Corporation of the Town of Espanola enter into an Agreement with Wenrick Kennels for the provision of animal control and bylaw enforcement services.
2. THAT the Agreement is attached hereto as Schedule 'A' and forms part of this Bylaw.
3. THAT the Mayor and CAO/Clerk be authorized to execute the said Agreement.
4. THAT this Bylaw shall come into force and be effective on January 1, 2025.

Read a first, second and third time in open Council on this 11th day of March, 2025.

**Douglas Gervais
Mayor**

**Joseph Burke
CAO/Clerk**

Schedule “A” to Bylaw Number 20__ - __

Agreement is hereby made between
THE CORPORATION OF THE TOWN OF ESPANOLA
(hereinafter referred to as the Corporation)
and
WENRICK KENNELS
(hereinafter referred to as the Agency)

1. The Corporation agrees:
 - a) to appoint and it does hereby appoint the Agency as Pound Keeper and Municipal Bylaw Enforcement Officers for the purpose of enforcing the animal control and animal licensing bylaws for the Town of Espanola with the duties of such Pound Keeper and Municipal Bylaw Enforcement Officers to be exercised by the Agency to capture (with live animal traps), take into custody, pick up and impound any animals in accordance with the provision of Bylaw 2790-17.
 - b) to appoint and it does hereby appoint the Agency as Municipal Bylaw Enforcement Officers for the purpose of enforcing the Dog Owners Liability Act R.S.O. 1990, Chapter D.16 and related process serving.
 - c) to appoint and it does hereby appoint the Agency as Municipal Bylaw Enforcement Officers for the purpose of enforcing the Zoning, Property Standards, Traffic, Parking and all other regulatory bylaws of the Corporation.
 - d) to arrange for clean ups or demolitions deemed necessary by the Clerk and or Council.
 - e) to pay to the Agency as remuneration for its services as such Pound Keeper and Municipal Bylaw Enforcement Officers on a quarterly basis, the following annual rates plus HST for the duration of this Agreement;
 - (i) 2025 :**\$80,141.90**
 - (ii) Adjusted by the change in the CPI to a maximum of 2% per annum.
 - f) to grant to the Agency the right to dispose of all animals impounded which became the responsibility of the Corporation in accordance with Bylaw 2790-17.
 - g) to grant to the Agency the right to dispose of the carcasses of all the animals lawfully impounded and lawfully destroyed in accordance with Bylaw 2790-17.
2. The Agency agrees:
 - a) to provide an animal shelter capable of providing adequate accommodation for animals impounded and of meeting the requirements set for this type of building by the Province of Ontario Animals for Research Act.
 - b) to employ and supervise such Municipal Bylaw Enforcement Officers as may be considered necessary and to provide such Officers with adequate equipment, and to pay all costs of such Officers and to make available such vehicles as may be necessary to perform the duties of said Officers.
 - c) to received, impound and hold for claiming by the owners any animal delivered to the Agency’s shelter by the Municipal Bylaw Enforcement Officers or other duly authorized persons and dispose of same by sale or destruction.
 - d) to charge, collect and retain such pound, other fees or fines as may be approved from time to time by the Corporation. All fees are subject to HST except licenses.
 - e) Pound Charges as follows:
 - (i) cost of taking cat or dog into custody fee to be fifty dollars (\$50.00)
 - (ii) cost of care of cat or dog to be thirty three dollars (\$33.00) per day

- f) to install in the animal shelter all equipment necessary for the proper operation of the animal shelter and in particular to supply the equipment necessary to humanely destroy unwanted or unclaimed animals and such equipment must meet the standards set by the Pound Regulations of the Animals for Research Act.
- g) to keep the shelter open for and in operation on such days at such hours as required by the Province of Ontario Animals for Research Act to ensure that the owners of impounded animals have a reasonable opportunity to reclaim such animals.
- h) to submit to the Corporation on a quarterly basis a written statement of operations of the shelter as it pertains to the Corporation and such statement shall include but not necessarily be limited to the following:
 - (i) number of calls for service
 - (ii) number of animals impounded
- i) to supply dog and cat tags and to retain all revenue derived from the sale of said tags:
 - (i) Each dog license fee - \$20.00
 - (ii) For senior citizens (65 years of age and over) each dog - \$10.00
 - (iii) Service dog – no charge
 - (iv) Renewals after February 15th – add \$10.00
 - (v) Replacement tag or transfer of ownership - \$5.00
- j) to pay all costs of operating and maintaining said shelter and any legal costs required to enforce the animal control and licensing bylaws at the discretion of the Agency.
- k) to indemnify and save harmless the Corporation in respect of all charges, costs, expenses and claims whatsoever in connection with the operation of the shelter.
- l) to carry such insurance as will protect the Agency and the Corporation from all claims for damage or loss or personal injury, including death and from claims of property damage as might occur in the operation of the service. Said insurance must be no less than \$2,000,000 proof of which shall be supplied.
- m) to assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to the labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Agency shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused him or his employees or relating from the prosecution of the works or any of his operations or caused by reason for the existence or location or condition of any materials, plant or machinery used thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of his employees, to do or perform any or all of the several acts for things required to be done to him or them under and by those conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims to damages.
- n) at all times pay, or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, and upon failure to do so, the Corporation may pay such assessment or compensation to the Workplace Safety and Insurance Board, and shall deduct or collect such expenses from the monthly payment to the Agency. The Agency shall, at the time of entering into any contract with the Corporation, make statutory declaration that all assessments or compensations payable to the Workplace Safety and Insurance Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract require a further declaration that such assessment or compensation has been paid.

3. This Agreement may be terminated by either party upon ninety (90) days written notice of intention to terminate.
4. This Agreement shall come into force and effect on April 1, 2025 and expire March 31st, 2035.
5. Notwithstanding Section 5, this Agreement may be subject to renewal upon agreement by both parties.

IN WITNESS WHEREOF this Agreement was executed by the Corporation under the seal of the Corporation and at the hands of its proper officers and by the Agency by its Officer property authorized to do so.

**THE CORPORATION OF THE
TOWN OF ESPANOLA**

WENRICK KENNELS

MAYOR

MANAGER

(Date)

(Date)

CAO/CLERK

(Date)