THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 3-2013

Being a By-Law toAuthorize the Mayor and Clerk to Sign a Service Agreement with the Southampton Pet Hospital for the Provision of Animal Holding Services

WHEREAS Section 8 of the Municipal Act, 2001, c.25 provides Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, c.25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Corporation of the Town of South Bruce Peninsula is desirous of entering into a service agreement with the Southampton Pet Hospital for the provision of animal holding services.

NOW THEREFORE THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign a service agreement with the Southampton Pet Hospital for the provision of animal holding services.

2. THAT the agreement shall be attached hereto and form a part of this by-law.

3. THAT any by-law inconsistent with this by-law is hereby rescinded, repealed and replaced with this by-law.

4. THAT this by-law shall come into full force and effect upon the final passing thereof.

READ a FIRST and SECOND time this 15th day of January, 2013.

[Signatures]
READ a THIRD time and FINALLY PASSED this 15th day of January, 2013.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this 15th day of January, 2013

BETWEEN

SOUTHAMPTON PET HOSPITAL
(hereinafter referred to as the “Southampton Pet Hospital” of the first part)

and

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA
(hereinafter referred to as the “Town” of the second part)

WHEREAS the Town has approached the Southampton Pet Hospital with a request that the Southampton Pet Hospital act as an animal holding service for the Town;

AND WHEREAS the Town deems it expedient and in the best interest of its inhabitants to make provisions for the holding, care and disposal of dogs which are found to be at large.

NOW THEREFORE in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Boarding

1.1 The Southampton Pet Hospital will charge the Town twenty dollars ($20.00) per day for up to ten (10) business days if the dog is not reclaimed.

1.2 The Southampton Pet Hospital will charge twenty dollars ($20.00) per day for non-business days which fall within the initial ten (10) business day time period.

1.3 The Southampton Pet Hospital will charge twenty five dollars ($25.00) for revolution de-flea treatment for dogs when they are admitted to the facility.

2. Adoption

After five (5) business days, the Southampton Pet Hospital will start adoption procedures and only invoice for time in clinic.

3. Disposal/Extra Care

3.1 The Town will pay a fee of eighty dollars ($80.00) for euthanasia and cremation or extra care if the dog is not adopted in a timely manner or if minor medical services are required.
3.2 The Town will pay a fee of up to three hundred dollars ($300.00) for emergency first aid and/or quill removal or other emergency procedures.

4. **After Hours Provisions**

4.1 It is hereby understood that should a dog need to be admitted to the Southampton Pet Hospital after regular business hours, the By-Law Enforcement Officer or his/her designate shall be furnished with a key and the alarm code to access the clinic boarding area.

4.2 Where a veterinarian is required to be called in after regular business hours to care for an injured dog, an emergency fee of one hundred fifty one dollars and sixty cents ($151.60) would be paid by the Town.

5. **Owner Fee Responsibility**

5.1 Should the owner of a dog wish to reclaim the animal from the Southampton Pet Hospital, all fees due and owing in relation to the animal’s care at the Southampton Pet Hospital would first be paid to the Town. The Town will issue a receipt which must be shown at the Southampton Pet Hospital prior to the release of the dog.

5.2 In extraordinary circumstances, Southampton Pet Hospital will obtain a blank cheque payable to the Town of South Bruce Peninsula for payment of reclaim fees and any other fees due and owing. The Southampton Pet Hospital will forward the cheque to the Town.

5.3 It is agreed by the parties hereto that the Southampton Pet Hospital may from time to time change the prices for services as described herein without the need to renegotiate the agreement. No fee will be changed by the Southampton Pet Hospital without first providing thirty (30) days notice to the Town. No fee will be increased by more than 10% in any given year. Where the Southampton Pet Hospital needs to increase fees by more than 10% in any given year, the agreement will be renegotiated.

6. **Term**

6.1 This Memorandum of Understanding shall remain in force and effect until terminated by the Southampton Pet Hospital or the Town.

6.2 Termination shall be communicated, one party to the other, in written format, giving three (3) months notice of said termination.

6.3 The Southampton Pet Hospital reserves the right to refuse service if there is no space available at the clinic.

7. **Notices**
7.1 Any notice required or permitted to be given pursuant to this Memorandum of Understanding shall be in writing and delivered to the following persons at the indicated addresses:

The Town of South Bruce Peninsula

CAO
Town of South Bruce Peninsula
315 George Street
PO Box 310
Wiarton ON N0H 2T0

Southampton Pet Hospital

Jeff Berry
Southampton Pet Hospital
370 Railway St, Hwy 21
PO Box 1097
Southampton ON N0H 2L0

7.2 Either party may at any time, designate by written notice to the other party in accordance with the provisions of this Memorandum of Understanding a change in the above address or addresses, but such change shall be binding upon the party to whom it is sent only from and after the date of receipt by such party.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

SOUTHAMPTON PET HOSPITAL

Printed Name of Authorized Signing Officer

Signature of Authorized Signing Officer

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

Printed Name of Authorized Signing Officer

Signature of Authorized Signing Officer

Memorandum of Understanding, Southampton Pet Hospital
Page 3 of 4
I/we have the power to bind the corporation.