

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO 2002-64

Being a By-law to authorize the signing of an Agreement
With Robert Smith to provide Animal Control Services
And By-law Enforcement in the Town of Amherstburg.

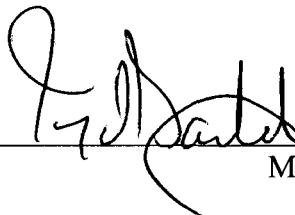
WHEREAS it is deemed desirable to engage Robert Smith to provide Animal Control Service and By-law Enforcement for the Town of Amherstburg; and

WHEREAS the Corporation of the Town of Amherstburg has agreed to engage Robert Smith to provide Animal Control Services and By-law Enforcement for the Town under the terms and conditions of an agreement.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute the Agreement dated November 12, 2002 appointing Robert Smith to provide Animal Control Services and By-law Enforcement for the Corporation of the Town of Amherstburg upon the terms and conditions set forth in the said agreement, a copy of which is attached hereto and forms a part of this By-law.
2. This By-law shall come into force and effect on November 12, 2002.
3. By-law No. 2000-23 of the Town of Amherstburg is hereby repealed.

FINALLY PASSED this 12th day of November 2002.



MAYOR



CLERK

1st Reading: November 12, 2002

2nd Reading: November 12, 2002

3rd Reading: November 12, 2002

THIS AGREEMENT MADE THE 12th day of November , 2002.

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
HEREINAFTER CALLED "Town"

of the First Part

- a n d -

ROBERT SMITH

hereinafter called "The Animal Control and By-law Enforcement Officer"

of the Second Part

WHEREAS the Corporation of the Town of Amherstburg has agreed to engage the Animal Control and By-law Enforcement Officer to provide Animal Control and By-law Enforcement services for the Town;

AND WHEREAS the Animal Control and By-law Enforcement Officer has agreed to serve the Town of Amherstburg;

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

JOB TITLE

The job title shall be Animal Control/By-law Enforcement Officer, for the Town of Amherstburg.

JOB DUTIES

To provide the Town of Amherstburg with Animal Control and By-law Enforcement Services under the direction of the Chief Building Official.

SPECIFIC RESPONSIBILITIES

Animal Control/By-law Enforcement Officer to carry out regular patrols of the Town, on a basis equivalent to forty hours per week to effect a level of animal control suitable to the Council of the Town of Amherstburg including the picking up and delivery to the Lakeshore Pound of all dogs deemed to be running at large and to pick up all dead dogs as provided for in the by-laws of the Town of Amherstburg. Also included will be the pick-up of sick, injured or nuisance cats that have been contained by a ratepayer. The disposition of these animals will be up to the Animal Control Officer, but must also be subject to the approval of the Town.

The Animal Control/By-law Enforcement Officer shall make every effort to retrieve stray dogs or dogs running at large, including but not limited to, entering upon private property. It is further understood that the Animal Control Officer is not responsible for nuisance animals such as skunks, raccoons, rabbits, squirrels, etc.

In addition, the Animal Control/By-law Enforcement Officer agrees to respond to emergency calls on a twenty four hour per day basis.

The Animal Control/By-law Enforcement Officer shall provide response to emergency calls dealing with:

- (a) sick or injured dogs and cats;
- (b) any dogs that have been contained or caged by a citizen or citizens in an area readily accessible to the Animal Control/By-law Enforcement Officer as a result of said dog or dogs being found running at large within the Town;
- (c) any dog which appears to pose a threat to the safety of any person or property;
- (d) injured cats to be transported to the nearest veterinarian for immediate disposal with the provision that the Animal Control/By-law Enforcement Officer be paid \$5.00 per cat per day for the boarding of cats during any necessary quarantine period.

The Animal Control/By-law Enforcement Officer shall be responsible for temporary care of dogs until delivery to the pound can be effected. The Animal Control Officer shall also be responsible for the care of any cats from the time of pick-up to the time of their satisfactory disposition.

The medical costs for sick or injured dogs and cats picked up in the Town will be billed to the Town independently of, and in addition to, dog control costs.

The Animal Control/By-law Enforcement Officer shall have recourse to the most convenient qualified veterinarian service as may be required in any emergency situation.

The Animal Control/By-law Enforcement Officer shall be responsible for notifying owners of licensed dogs picked up for delivery to the Lakeshore Pound.

The Municipality shall provide the Animal Control/By-law Enforcement Officer with a list of owners, addresses and telephone numbers of all registered and licensed dogs.

The Animal Control/By-law Enforcement Officer shall file a monthly report of his patrols in the Town including the number of animals picked up and delivered to the Lakeshore Pound. The report shall include the number of dogs redeemed by owners of licensed dogs. The format of the monthly report shall be approved by the Municipality.

A fee of \$75.00 shall be charged by the Animal Control/By-law Enforcement Officer for a private home pick-up of a dog or dogs to be delivered to the Lakeshore Pound. Said fee collected to be officially receipted by the Animal Control Officer.

Under the direction of the Chief Building Official, the Animal Control/ By-law Enforcement Officer shall enforce the following, but not limited to, municipal by-laws in accordance with the applicable legislation therein:

- (a) Municipal Fence By-laws.
- (b) Municipal Sign By-laws.
- (c) Municipal Yard Maintenance By-law 1999-29
- (d) Municipal Property Standards By-law 1999-28
- (e) Municipal Zoning By-law 1999-52.

Infraction investigations will be as scheduled and directed by the Chief Building Official.

All orders and notices of violations shall be in accordance with applicable legislation and department policy.

REPLACEMENT

It is the responsibility of the Animal Control/By-law Enforcement Officer to arrange for another person to replace him and assume his responsibilities for Animal Control Issues when the Animal Control Officer shall be absent from work due to vacation time, statutory holiday, illness or other reason. By-law Enforcement replacement shall be as directed by the Chief Building Official.

HOLIDAYS

Statutory Holidays shall be observed as such with the exception of emergency calls.

PAYMENT

Payment shall be made on a monthly basis in arrears.

VEHICLE

The Animal Control/By-law Enforcement Officer shall provide an appropriate vehicle which must be:

- (a) in good running condition and said vehicle must at all times be capable of passing mechanical fitness tests.
- (b) of sufficient size to carry all equipment necessary for effective dog control.
- (c) fully licensed and fully insured with respect to public liability and collision coverage for the type of service to be provided and the Animal Control Officer agrees to provide proof of insurance to the Town prior to the execution of the above mentioned duties.

In addition the Animal Control/By-law Enforcement Officer shall ensure that the vehicle is equipped with the following apparatus to be used for this service:

- (a) Communications: Animal Control/By-law Enforcement Officer agrees to provide a communication system suitable to the Town of Amherstburg;
- (b) Equipment: Such Control devices and protective clothing as may be required.
- (c) Cages: Animal Control/By-law Enforcement Officer shall supply cages to be used in the vehicle and such cages shall be approved by the Essex County Humane Society.
- (d) Facilities: Suitable and proper facilities shall be provided for retaining cats.

TERM OF CONTRACT

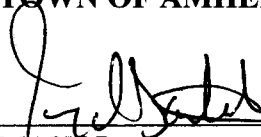
1. The Contract shall be for a five (5) year period (60 months) beginning December 1, 2002 with a renewable five year option, unless terminated by either party after serving six (6) months notice of termination. Form of such termination shall be by registered mail.
2. A 3% increment each December 1, for the term of the contract. (December 1, 2002 \$40,850 + 3%).
3. The Town shall provide Green Shield Coverage (approximately \$4500/year).
4. The Town shall provide a uniform consisting of three (3) dress shirts, three (3) pairs of trousers per year and 1 spring jacket and one winter overcoat to be replaced when worn, at the discretion of the Chief Building Official.
5. The Town shall provide one (1) pair of safety shoes to meet Ontario Construction Safety regulations and one Hard Hat replaceable when worn, at the discretion of the Chief Building Official.

Finally, that this agreement may be altered or amended by an addendum in writing, signed by all parties hereto and attached to this Agreement and all such alterations and amendments shall be adhered to and have the same effect as if they had been originally embodied in and formed part of this Agreement.


IN WITNESS WHEREOF the parties have hereunto affixed their seals under the hands of their proper officials.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

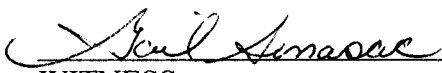
**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**



MAYOR



CLERK



WITNESS



ANIMAL CONTROL/BY-LAW
ENFORCEMENT OFFICER