



**Date:** August 19, 2024

**To:** Mayor and Council

**Author:** Angela Toole, Acting Manager of Municipal Governance & Clerk

**RE:** Pound Agreement – St. Clair College Veterinary Technician Program

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## **RECOMMENDED ACTION**

That Administration **BE AUTHORIZED** to enter into an Agreement with St. Clair College of Applied Arts and Technology respecting the provision of adoption and euthanasia services for dogs from the Leamington Kingsville Pound, subject to certain conditions.

## **BACKGROUND**

The Town of Kingsville jointly owns and operates a dog pound with the Municipality of Leamington in which dogs at large, and dogs subject to seizure by the Town's contracted animal control services, are kept temporarily in accordance with Section 20 of the *Animals for Research Act*, R.S.O. 1990, A. 22 (the "Act"). The Act requires that a municipality keep a dog that has been impounded in the municipal pound for three (3) days (the "redemption period"). During the redemption period, the pound operator (the Town of Kingsville and Municipality of Leamington) cannot destroy the dog in the pound but may return the dog to the owner, if located. Further, the Act prescribes that at the end of the redemption period, the pound operator may:

1. Return the dog to the person who owned it before it came into the possession of the pound operator, subject to the payment of such damages, fines and expenses as are required by law; or,
2. Sell the dog, dispose of it by gift or hold it in possession for sale or disposal by gift to a purchaser or donee in good faith;
  - a) As a pet;
  - b) For use in hunting;
  - c) For working purposes; or,
  - d) Sell the dog to the operator of a registered research facility in Ontario who has requested the operator of the pound to sell a dog.

## **DISCUSSION**

The Town keeps all dogs that enter its pound for the required redemption period. On most occasions, dogs are reclaimed by their owners. If dogs are not reclaimed or

adopted direct from the pound, and they are deemed to be suitable for adoption, they are picked up by the St. Clair College Veterinary Technician Program (the “College”) per an existing Agreement with the College. Upon pick-up, the dogs receive an evaluation, immunizations and medical care (if required) and are then placed up for adoption by the College. This arrangement provides training opportunities to students in the Veterinary Technician Program at the College and provides an avenue through which stray or unwanted dogs may be adopted.

The Town of Kingsville, Municipality of Leamington and College have had a working relationship wherein unclaimed dogs have been picked up by the College as previously described. This relationship was formalized by way of a five (5) year Agreement which was executed in 2015. While the term of the Agreement was set to five (5) years, the Agreement itself contained an automatic renewal clause and as such it has automatically renewed on an annual basis every year since 2020. Recently, administration from St. Clair College reached out to Administration from both Kingsville and Leamington to request that all parties enter into a new Agreement.

At its Regular Meeting held on August 12, 2024, Council gave direction to Administration to work with Leamington Administration to prepare a new Joint Pound Facility and Animal Control Agreement, which has presented Administration with an opportunity to draft a new Agreement. The legal team at the Municipality of Leamington have drafted a new Agreement which has been reviewed by the Town of Kingsville’s Manager of Legal Services and was found to be satisfactory. The new Agreement is set for a three (3) year term in line with the Joint Pound The terms of the new Agreement are as follows:

- A three (3) year term beginning on the 1<sup>st</sup> day of January 2024 set to expire on the 31<sup>st</sup> day of December 2026 with an automatic renewal for a further three (3) years if the Agreement is not terminated by either party;
- The College has the first right of refusal for all unclaimed dogs not reclaimed during the three (3) day redemption period;
- The College will provide medical care to unclaimed dogs and provide euthanasia services (if necessary), as permitted by the Act;
- All parties will indemnify each other for any damages caused by their own negligence;
- Any party may terminate the Agreement with 12 months’ notice; and,
- There is no monetary payment required from any party to another party.

## **FINANCIAL CONSIDERATIONS**

There is no financial impact as a result of the new Agreement.

## **ENVIRONMENTAL CONSIDERATIONS**

None.

## CONSULTATIONS

William Good, Manager of Legal Services

Daryl Flacks, Supervisor of By-law Enforcement

Brenda Percy, Manager of Legislative Services/Clerk (Municipality of Leamington)

PREPARED BY:



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Angela Toole

Manager of Municipal Governance and Clerk

REVIEWED BY:



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John Norton  
CAO