



MUNICIPALITY OF  
**West Elgin**

# **Request for Proposal 2025**

## **ANIMAL CONTROL SERVICES**

**Deadline for Receipt of Proposals: Monday, March 17, 2025 by 12:00 p.m.**

Administrator(s) for this Project are:

Terri Towstiuć, Manager of Community Services/Clerk  
22413 Hoskins Line  
Rodney, ON N0L 2C0  
clerk@westelgin.net

## 1) DEFINITIONS

In this Request for Proposal (“**RFP**”), in addition to terms defined elsewhere in this RFP, the following terms have the following meanings:

“**Bid**” or “**Bid submission**” or **Tender**” means an offer from any individual, person or entity submitted in response to RFP

“**Council**” means the Council for the Municipality of West Elgin.

“**Closing Date and Time**” means Monday, March 17, 2025 at 12:00 p.m. EST.

“**Form of Potential Contract**” means the Form of Potential Contract attached to this RFP as *Appendix “A”*.

“**Highest Scoring Respondent**” means the individual or entity that is scored the highest by staff reviewers in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFP and receives a Recommendation from staff.

“**Mandatory Requirement**” has the meaning described in section 3(a) of this RFP.

“**Municipality**” means the Corporation of the Municipality of West Elgin.

“**Proposal**” means a submission to the Municipality in response to this RFP.

“**Rated Requirement**” has the meaning described in section 3(b) of this Request for Proposal.

“**Recommendation**” means a recommendation by Staff only, which the Council may approve or disapprove.

“**Request for Proposal or RFP**” means this document, inclusive of all definitions and provisions contained therein.

“**RFP Response Form**” means the response form attached to this RFP as *Appendix “B”*, which is required to be submitted with any response to this RFP.

“**Respondent**” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“**Substantial Compliance**” has the meaning as set out in section 3(c) of this RFP.

“**Upset Limit**” means the maximum amount payable by the Municipality to the Respondent for delivery of the supply of NFPA compliant self-contained breathing apparatus (SCBA) equipment as defined herein.

## 2) BACKGROUND AND OBJECTIVES OF THIS RFP

### 2.1 Background

West Elgin located in the westerly portion of Elgin County and sits halfway between the cities of London and Windsor in Ontario, Canada. Our population is approximately 5,060 people and growing with roughly 2,103 households (Stats Canada 2021). The area of land found within our boundaries is 32,209 hectares. We have a large agricultural base along with manufacturing, industrial and retail business activity.

As a lower-tier municipality, West Elgin is responsible for providing animal services under the Pounds Act and may have additional services or requirements through by-laws passed under the *Municipal Act*, 2001.

West Elgin are seeking an opportunity to formalize a potential contract with a new service provider through this RFP.

## **2.2 Objectives & Scope**

Through this Request for Proposal (RFP), the Municipality is seeking proposals from qualified and experienced firms who are able to enter into an agreement commencing on April 1<sup>st</sup>, 2025 up to a three (3) year term with the potential for a two (2) year extension to provide:

- Animal Control By-law enforcement;
- Maintenance of a pound facility;
- Routine patrols;
- Emergency services;
- Statutory animal control officer duties, and;
- Other related duties in the Scope of Work, at the request of West Elgin

The successful respondent will be required to meet the following criteria:

- a. Act as the Poundkeeper under the by-law 2023-80, attached as Schedule C.
- b. Maintain a pound and adoption facility within an appropriate geographical location to West Elgin, which facility and its operation shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular the pound shall be maintained in a sanitary condition providing for humane treatment of animals impounded;
- c. Keep the pound open to the public during normal business hours;
- d. During normal business hours, answer questions from the public by telephone or in person relating to the by-law and the services;
- e. Provide an emergency contact number for use by West Elgin, the public or local police service and provide services outside normal business hours;
- f. Administer and enforce the By-law including without limitation attendance at any associated court appearances and legal proceedings, and shall

exercise the enforcement authority contained within the By-law and the enforcement by-law;

- g. Appear on behalf of West Elgin the prosecution of any municipal by-law or provincial offense notice/matters that are contested;
- h. Make recommendations to West Elgin cases where other By-law enforcement proceedings are necessary or desirable, including the commencement of summary proceedings, dog destruction orders under the *Dog Owners' Liability Act* or civil injunction proceedings for enforcement of the By-law;
- i. Assist West Elgin all legal enforcement proceedings with the retained prosecutor, including all required court appearances;
- j. Account to West Elgin all revenue from impoundment fees, boarding fees, fine revenues, adoption fees and fees, that are received by the contractor in the course of providing the Services;
- k. Remit to West Elgin no less than monthly all revenue received in the course of providing the Services;
- l. Keep a detailed record of accounts and activities in relation to the services;
- m. Prepare and deliver to West Elgin a quarterly report including at a minimum the following information:
  - Number of tickets, offence notices and warning notices issued;
  - Number and types of animals impounded, redeemed and euthanized;
  - Impoundment, boarding, adoption and ticket fine revenues received;
  - Number and types of complaints received; and
  - Number of hours spent on patrol and complaint response, with such information to cover both the reporting period and the year-to-date;
- n. Pursue on West Elgin behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of the Municipality;
- o. Maintain a monthly pound log in which shall be recorded, on a daily basis, all pound related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- p. Maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the

breed of the dog, the name and address of the dog owner, if known, the name of the person bitten and the details of any charges under the By-law or other legislation or regulations;

- q. Ensure that the Animal Control Officers assigned to carry out work covered by this contract:
- Have the skills, training and qualifications required to provide the Services;
  - Are thoroughly informed of the provisions of applicable By-laws, fine levels and offence descriptions;
- r. Allow officers and employees of West Elgin acting in the course of their duties access at all reasonable times to records maintained by the contractor under this contract;
- s. Provide after-hours emergency call-out service or extended shifts, whichever is applicable, for serious incidents that require services, including assistance to police, fire, and other by-law enforcement, and in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- t. Provide all vehicles, equipment, supplies, clothing, labour, materials, offices, facilities and things whatsoever required for the provision of the Services;
- u. Respond to all requests for pick-up of confined animals during the hours of 8:00 a.m. to 8:00 p.m. every day of the year. The term “confined” shall mean “kept or restricted within certain limits” such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area;
- v. Shall play an integral role in Kennel License reviews including conducting kennel licensing and/or complaint inspections;
- w. Shall play an integral role in by-law enforcement and vicious dog matters including responding to dog attacks, dogs to be deemed as vicious, identified as Pit Bulls, and all *Dog Owner Liability Act* processes;
- x. Provide pound facilities for required quarantine periods as requested by the local health unit, police service or the municipality;
- y. Provide patrols upon request and pound facilities where dogs are found to be running at large;
- z. Provide names of employees to be appointed as By-law Enforcement Officers to the municipality for the purposes of enforcement of Animal Control By-laws and appointment of an Animal Control Officer(s);
- aa. Be in compliance with the *Occupational Health and Safety Act*;

- bb. Comply with the *Municipal Freedom of Information and Protection of Privacy Act*, with respect to any personal information that comes into the Contractor's possession in the course of its performance of the Services;
- cc. Confirm that the Respondent will act as an independent contractor.

Respondents must note that the Municipality of West Elgin, may choose a contract start date, term or other conditions based on the respective municipality's needs and within the scope of this RFP.

### **3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE**

This RFP includes both mandatory and rated requirements. The Municipality requests Proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. respond to each of the stated rated requirements.

#### **a) Mandatory Requirements**

Mandatory requirements are expressed in this RFP using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFP.

These mandatory requirements will be understood to constitute imperative requirements of the Municipality with respect to this RFP. Respondents are required to provide a clear response to each mandatory requirement item in their proposals. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Municipality in its sole and absolute discretion.

*If a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Respondent should state so in writing through the Manager of Community Services/Clerk at [clerk@westelgin.net](mailto:clerk@westelgin.net) on or before March 10, 2025 at 12:00 p.m. such that the concern may reasonably be addressed by the Municipality at its sole and absolute discretion through an Addendum, pursuant to section 9a of this RFP.*

#### **b) Rated Requirements**

Proposals will be evaluated and scored pursuant to the evaluation methodology set out in section 6 of this RFP. The Rated Requirements Best Value Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Municipality's needs based on a “best overall value”. Rated requirements in this RFP are followed by the letter **(R)** in section 5 of this RFP and will be

assessed/scored by the Municipality in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6b of this RFP.

*Note to Respondents: It is essential that proposals be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Respondent's disadvantage.*

**c) Doctrine of Substantial Compliance**

While it remains the Municipality's prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the Municipality nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed, or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the Municipality; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Municipality to be minor and not material to the overall procurement intent of this RFP.

**4) POTENTIAL CONTRACT**

The Municipality reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in part or its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons, should such be determined by the Municipality to be in its best interest in its sole and absolute discretion. Should only one Proposal be received, the Municipality reserves the right to reject it.

**The Municipality does not guarantee that any proposal will produce a Recommendation by Municipal Administrative Staff to Municipal Council or any contract for services will ultimately be approved and endorsed by Municipal Council. A Recommendation is limited and defined in this RFP.**

In the event that Council passes a resolution and by-law to enter into a contract with a Respondent, and such approved contract is not endorsed by the applicable Respondent within thirty (30) days, the Municipality reserves the right and ability to either enter into a potential contract with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

In the event that no contract is entered into by Municipality for whatever reason, the Respondent in endorsing the RFP Response Form (*Appendix "B"*) does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Municipality for any costs or

damages incurred by the Respondent in preparing a proposal or attempting to enter into a contract with the Municipality.

## 5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

### a) Experience and Qualifications (M)(R) – 20 Pages Maximum

Respondents **must** have the requisite experience, resources, and qualifications to successfully meet the objectives of section 2 of the RFP. Respondents therefore **must** provide detailed information that clearly demonstrates the Respondent's qualifications, experience and resources available to deliver exceptional results to the Municipality.

The detailed information **must (M)** at minimum, provide the following and be ***no longer than twenty (20) pages in length***:

- i. A company profile, including an indication as to number of years in business;
- ii. A description of the ability of the Respondent to undertake the requirements of this RFP including policies, guidelines, standards and practices in order to meet its objectives as outlined in section 2 of this RFP;
- iii. A description of what the Respondent believes would be entailed in the completion of the scope of work to meet the objectives for this Project and how the respondent will meet the required criteria of this RFP as outlined in section 2.2;
- iv. The qualifications and experience of personnel assigned to the Municipality, with an emphasis on those with the desired areas of expertise as identified in section 2.2 of this RFP.

**Proof of Ontario Society for the Prevention of Cruelty to Animals (OSPCA) certification must be provided for staff.**

**\*Resumes shall be provided as an Appendices and not count towards the twenty (20) page Proposal maximum.**

- v. Provide a minimum of three (3) public sector references for which the Respondent has performed services with similar objectives and deliverables to this RFP.  
***\*Award of the Request for Proposal is subject to reference checks deemed satisfactory to the Municipality at its sole discretion. The Municipality reserves the right to request further information and/or references from one or any number of Respondents.***
- vi. Provide a list of any additional services or products that the Respondent may provide as it relates to the services.
- vii. If applicable, outline the level of supports available, if any, to the personnel assigned from other professionals (agencies?).



### **b) Facility Details (M)(R) - 10 Pages Maximum**

Respondents are to detail the facility that is to be used to board animals in their possession. At a minimum this information should include:

- i. Age and size of the building;
- ii. If the building is heating and air conditioned;
- iii. Number of kennels and other boarding areas;
- iv. Any other spaces (runs, medical areas, etc.);
- v. Reception availability and hours.

Photos should be provided of the facility and will receive preference upon evaluation.

### **c) RFP Response Form (M)**

Respondents **must** endorse and submit with its Proposal, the RFP Response Form attached to this RFP as **Appendix "B"**, which confirms that if the Respondent's Proposal receives a Recommendation and council passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in **Appendix "A"**, with changes at the discretion of the Municipality.

### **d) Additional Services (M)(R)**

Please provide a list of any additional services or products that the Respondent may provide as they relate to the Services.

### **d) Pricing Model (M)(R)**

Proposals **must (M)** at minimum, provide the following:

- i. Pricing submitted are to include all costs in association with providing services for this Request for Proposal. The Municipality shall not be billed beyond the pricing submitted unless those additional services/expenses are agreed upon in writing prior to taking place.
- ii. Total all-inclusive upset cost to complete the entire Project, including labour, mileage, boarding, veterinary costs and any other fees that may be applicable. The *per diem* rates for all proposed staff must be provided. This cost shall be considered the Upset Limit of the Project.
- iii. The price submitted for this project shall identify any and all taxes that would be required to be paid by the Municipality, including Harmonized Sale Tax ("**HST**"), duties and excise taxes, however the cost of taxes must be clearly identified and distinguishable from the overall price.
- iv. Prices quoted **shall** be for a firm fixed price without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

- v. Include an hourly cost model that may be incorporated into a contract based on the required criteria in section 2.2 of this RFP and the additional services in section 5.a.vi of the RFP.

**6) EVALUATION METHODOLOGY**

**a) Examination for Compliance with Mandatory (M) Requirements**

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Municipality in its sole and absolute discretion.

**b) Rated (R) Requirements Evaluation Criteria**

The rated requirements of compliant Proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Municipality’s needs based on a “best overall value” rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by the Municipality. The basis for determining the Highest Scoring Respondent for potential Recommendation is the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. A Recommendation is limited, as defined herein.

**Evaluation Criteria Stage 1: Evaluation of Submitted Proposals**

<b>ITEM</b>	<b>RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)</b>	<b>EVALUATION WEIGHING</b>
1.	Experience and Qualifications (5a)  50 points	50%
2.	Facility Details (5b)  30 points	30%
3.	Pricing Model (5d)  The formula to be utilized is as follow:  Lowest Submitted Proposal Price Divided By Respondent’s Proposed Price Multiplied by the Evaluation Weighting  30 points	20%
<b>TOTAL</b>		<b>100%</b>

It is a Respondent's responsibility to carefully prepare their respective Proposal and ensure that such is submitted in the most favorable terms in order to reflect its best possible potential. Failure to do so could result in disqualification if a mandatory requirement is not met or could result in a less than optimal performance under the Rated Evaluation Criteria.

## 7) GENERAL CONDITIONS OF THIS RFP

### a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by the Municipality, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

### b) Independent Contractor Status/Declaration of Potential Conflicts/Litigation History

The Respondent acknowledges that in providing a Proposal, it does so as an independent contractor and for the sole purpose of potentially providing consultant services to the Municipality as an independent contractor. In the event that it enters into a contract approved by Council, neither the Respondent, any of its personnel or any of its permitted subcontractors would be engaged as an employee or agent of Municipality.

Any potential conflicts of interest that a Respondent may have with the Municipality or any employee of the Municipality **must** be identified and described in detail in the Proposal of each Respondent.

The Respondent **must** describe in detail any outstanding litigation and any unresolved potential claims involving the Municipality. If there is any such history with the Municipality, it should be described in the Proposal.

### c) Deliverables in Any Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event they were to enter into a potential contract with the Municipality approved by Council, the Highest Scoring Respondent would be required to provide the following deliverables identified in section 2.2 of this RFP in addition to any additional deliverables the Respondent identified within their Proposal.

### d) Form of Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event they were to enter into a potential contract with the Municipality that is approved by Council, it would be necessary for the Respondent to endorse a contract in a form set out in the Form of Potential Contract attached to this RFP as **Appendix "A"**.

**e) Indemnity, Insurance, Safety and Accessibility Acknowledgements**

The Municipality expects consultants to stand behind their work and carry appropriate insurance in its/his/her course of business. Without limiting subsection 7(d) above, the Respondent in submitting a Proposal hereby acknowledges that in the event they were to enter into a potential contract with the Municipality, it would be required to confirm the occupational health and safety, AODA, and insurance requirements set out in subsections 1.14, 1.15 and 1.17 of the Form of Potential Contract (*Appendix "A"*).

For a copy of the AODA, a Respondent may visit [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca) and view the Ministry of Community and Social Services' helpful information on [www.accessON.ca](http://www.accessON.ca) concerning how to comply with the legislation.

**f) Subcontracting and Assignment**

The Respondent acknowledges that in any potential contract with the Municipality, no subcontracting or assignment of rights and obligations will be permitted, without the written consent of the Municipality, as set out in subsection 11 and 12 of the Form of Potential Contract (*Appendix "A"*).

**8) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP**

**a) Addenda**

The Municipality reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (**Monday, March 17, 2025, 12:00 p.m.**). Any necessary addenda to this RFP will be posted on the Municipality of West Elgin website ONLY. The Municipality at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

**b) Question Period**

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted to the Manager of Community Services/Clerk at [clerk@westelgin.net](mailto:clerk@westelgin.net) on or before Monday, March 10, 2025 at 12:00 p.m. Only questions requesting clarification of the requirements for the submission of a Proposal will be answered.

**c) Information Clarification**

If determined necessary at the sole discretion of the Municipality, Respondents may be requested to clarify information contained in Proposals by telephone and/or virtual meeting/communication technology.

**d) Potential Start Date**

In the event the Municipal Council determines that it wishes to resolve to enter into a contract with a successful Respondent, the Respondent must be able to commence work

on the Project immediately upon endorsement of such contract in order to maintain the timeline identified in section 2 of this RFP.

**e) Non-Exclusive contract**

Any potential contract awarded as a result of this RFP will be non-exclusive. The Municipality may, at its sole discretion, purchase the same or similar services from other sources during the term of the contract.

**f) Performance Evaluation**

Any consultant working with the Municipality may be subject to a performance evaluation during the course of and/or at the conclusion of any potential contract.

**g) Confidentiality/Freedom of Information**

The Respondent acknowledges that any and all information relating to the business and affairs of the Municipality which is not a matter of public record is confidential and that in the event Council resolves to enter into a contract with a Respondent, such contract would include the confidentiality clause set out in the *Schedule "A"* Form of Contract, requiring the strict protection of such confidentiality by the Respondent.

All documentation submitted to the Municipality by Respondents to this RFP is subject to *MFIPPA*, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Municipal Clerk has been designated by Council to make privacy determinations in accordance with *MFIPPA*.

All Proposals **shall** be submitted by the Respondent on the understanding that the Proposals shall become the property of the Municipality and may be made public by the Municipality as part of a public Council agenda. Should a Respondent believe that their Proposal contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Proposal that are so affected in his/her/its Proposal. In the event such statement is made in a Proposal, the Municipality will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Municipality, including its respective Mayor (as applicable), Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

**h) Lobbying Prohibited**

All Respondents, including their subcontractors, consultants, agents, officials and employees will not engage in any form of political or other lobbying whatsoever with

respect to this RFP or seek to influence the outcome of this RFP process. This anti-lobbying clause extends to all members of the Municipality, Council and/or local area municipal Councillors within all municipalities within the service area, their respective staff members or their appointees, including members of the Municipality RFP evaluation teams. In the event of any such lobbying, the Municipality will reject the Respondent's submission without further consideration and terminate that Respondent's right to continue in the RFP process. All correspondence or contact by interested parties with the Municipality with respect to this RFP must be directly and only with the representative designated by the Municipality.

It should be duly noted by Respondents that this anti-lobbying clause extends from the release date of this RFP through the date and time when the Highest Scoring Respondent have been named in the event that Highest Scoring Respondent is are named, or when the RFP has been terminated. Any activity contrary to this provision undertaken during this timeframe will result in the Respondent's immediate disqualification from the process. This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings or any public deputations that may be made to staff or Council.

**i) Black Out Period**

The Municipality prohibits communications with respect to this RFP initiated by a Respondent to any Municipality official, consultant or employee whom is not designated in the RFP document for the period of time from the RFP closing date up to and including the date of consideration by Municipal Council (the "**Black Out Period**").

The Administrator of this RFP, may communicate with the Respondent during the Blackout Period for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the Proposal.

Any communication during the Black Out Period, initiated by a Respondent must be limited exclusively to the Administrator (or his designate). Contact with any other party during the Black Out Period may be grounds for disqualifying the offending Respondent from consideration for any Recommendation, any potential contract and/or any future Municipal solicitations.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings, or any public deputations that may be made to staff or Council.

**j) Joint or Consortium Proposals**

Each member of a joint or consortium proposal shall be jointly and severally liable for all obligations under any potential Contract. Joint or consortium Proposals must have one Prime Contact who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium proposal team.

A written statement from an officer of the proposed joint proposal or consortium members must also be provided, indicating a willingness to comply with the terms and conditions of this RFP.

**k) Terms of Payment (including invoicing)**

In the event Municipal Council passes a resolution and by-law to enter into any contract, payment on any potential contract will be made in response to invoices itemized in accordance with the final executed contract, provided: (i) the invoices are based on work/deliverables described in the scope of the Project and are consistent with the timetable of each negotiated deliverable, (ii) the services that are the subject matter of the invoices are completed to the Municipality's satisfaction, and (iii) the Highest Scoring Respondent is not in default of its obligations under the contract.

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability and reduce costs, the Municipality is moving several of its processes to electronic protocols. Electronic invoicing is a payment requirement for the Project. The Municipality will provide the Highest Scoring Respondent with several format options acceptable to the Municipality and any ultimate contract shall require the remittance of invoices accordingly.

**l) Inspection of Books, Payrolls, Accounts and Records**

The Municipality and/or the Ministry of Labour shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any potential contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of a Respondent, including, but not limited to those kept by a Respondent, its employees, agents, assigns, successors and subcontractors. Use of subcontractors is subject to the written consent of the Municipality.

Any Respondent shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the contract and for at least two years following the completion of the contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Municipality through its employees, agents, representatives, contractors or other designees, during normal business hours at the Highest Scoring Respondent's office or place of business, and the Respondent shall supply certified copies of payrolls and any other records required by the Municipality as and when called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Glencoe, Ontario, which is convenient for the Municipality.

The above shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Municipality may have by Federal, Provincial, or Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

### **m) Contract Termination**

In any potential contract, if the Municipality determines that a Respondent, in the opinion of the Municipality, has failed to satisfactorily perform the services in accordance with the terms and conditions of any contract entered into, the Municipality reserves the right to terminate the contract forthwith by delivering notice of termination to the Respondent. Furthermore, the Municipality at its sole discretion, reserves the right to terminate any potential contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to a Respondent.

In the case that termination of a contract becomes necessary, the Municipality shall pay all reasonable costs incurred by a Respondent up to the date of termination, less any excess costs incurred by the Municipality in re-procuring and completing the work where the termination is for cause. However, in no event shall the Respondent be paid for any amount that exceeds the price of the agreed fee for the work performed. A Respondent will not be entitled to, or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

### **9) Bidding Conditions**

#### **a) Tender Opening and Closing**

All tenders must be received on or before Monday, March 17, 2025, at 12:00 noon. Tender submissions must be mailed to the indicated address, delivered in person to the municipal office, or emailed to [Clerk@westelgin.net](mailto:Clerk@westelgin.net) for them to be considered received. Clearly indicate the contents of your submission. Tenders will be open as soon as possible, thereafter.

#### **b) Address and Information**

##### **Tenders should be submitted to:**

ATTN: Clerk  
Municipality of West Elgin  
22413 Hoskins Line Rodney, On N0L 2C0  
Telephone 519-785-0560  
[Clerk@westelgin.net](mailto:Clerk@westelgin.net)

Documents are available in alternate formats, where practical, upon request. Please contact the Clerk at 519-785-0560 or by email at [clerk@westelgin.net](mailto:clerk@westelgin.net) if you require an accessible format.



**d) Timeline of RFP Events**

<b>Event</b>	<b>Date</b>
Posting of RFP	February 11, 2025
Final date for submission of clarification questions (by 12:00 p.m.)	March 10, 2025
Posting answers to clarification questions	March 13, 2025
Deadline for receipt of proposals (by 12:00 p.m.)	March 17, 2025

***Please Note: the dates referenced above are an approximation only and are subject to reasonable change by the Municipality***

***APPENDIX "A":  
FORM OF POTENTIAL CONTRACT***

**SERVICES AGREEMENT**

**THIS AGREEMENT** effective the \_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**  
(hereinafter referred to as the "**Company**")

OF THE FIRST PART

- and -

---

(hereinafter referred to as the “**Contractor**”)

OF THE SECOND PART

**WHEREAS**, the Company and the Contractor have agreed to engage the Contractor to provide certain prescribed services to the Company for a fixed term as an independent contractor;

**AND WHEREAS**, the Company and the Contractor wish to set out the terms and conditions under which the Contractor will provide the prescribed services during the term of the engagement;

**NOW THEREFORE**, in consideration of the terms and conditions described below and the sum of \$1.00 paid by the party of the First Part to the party of the Second Part, the sufficiency and receipt of which is hereby acknowledged, the Company and the Contractor agree as follows:

**1. Services Engagement**

1.1 The Company retains the Contractor as an independent contractor to provide the Services described in Schedules “A”, “B” and “C” for the charges set out in Article 3.0 hereof, and in accordance with all other terms and conditions of this Agreement. Schedules “A”, “B” and “C” are appended to and form part of this Agreement. All personnel of the Contractor who are assigned to perform the Services by the Contractor must be pre-approved by the Company.

1.2 The Contractor shall undertake the Services diligently, in a good, workmanlike and professional manner, in accordance with accepted industry standards, in good faith and in the best interests of the Company. The Contractor shall adhere to all applicable federal, provincial and municipal laws and regulations in the provision of the Services.

1.3 The Company acknowledges and agrees that the Contractor may provide the same or similar services to other parties, provided that the provision of services to other parties does not conflict with, or in any manner detract from, the Contractor providing the Services or otherwise undertaking its responsibilities under this Agreement.

**2. Term and Commitment**

2.1 Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective \_\_\_\_\_ and continue in effect until \_\_\_\_\_ at which time the agreement will cease.

2.2 The Contractor shall perform the services required by this Agreement for Animal Control Services during the term of this Agreement. Due to the unique nature of this agreement, it is understood and agreed that in order to properly perform the job required, the Contractor may have to spend additional time in advance of or beyond the normal work day, and the Contractor agrees to do same as is required from time to time.

### **3. Charges and Payment Terms**

3.1 As complete consideration for provision of the Services, the Company shall pay the lump sum rate monthly as set out in the Proposal for Animal Control Services attached as Schedule "B" to this agreement. As a Contractor, the Contractor will not be eligible for any benefits offered by the Company.

3.2 The Contractor will be solely responsible for any of its regular business expenses which are independent of this Agreement, including office rent, utilities, telephone, insurance and other of his ongoing expenses. The Company shall also not reimburse the Contractor for costs incurred by the Contractor in performing the Services of this Agreement, including costs of travel, meals and accommodation.

3.3 Payment shall be made in Canadian currency and payable upon signoff from the Municipality at project completion, within thirty (30) Business Days following receipt of an invoice from the Contractor to the Company prescribing the amount earned and how it was determined. In order to process an invoice, the Company must be provided with the Contractor's HST registration number.

3.4 The Contractor shall be responsible for any tax on the income of the Contractor. Any taxes levied on such income of the Contractor shall be separately identified on any invoice submitted by the Contractor. The Contractor shall remit all taxes relating to the performance of the Services, and shall indemnify and hold the Company harmless for any costs, charges, penalties or other legal liability caused to the Company as a consequence of the non-payment or delay in payment by the Contractor of such taxes.

### **4. Limitation of Liability**

4.1 Save for the gross negligence or willful misconduct of the Company, the Company shall not be liable for any death or injury to the Contractor, its Contractors, agents or subcontractors, or for any damage or loss to equipment or other material of the Contractor in the course of provision of Services or otherwise arising out of this Agreement.

### **5. Termination**

5.1 This Agreement and the contractor relationship between the parties shall be terminated in each of the following circumstances:

- (a) at the option of the Company for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Contractor;
- (b) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor if the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the Contractor's property, or if the Contractor is otherwise unable to carry on business;
- (c) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor by virtue of a material breach by the Contractor of this Agreement or the attached Confidentiality and Proprietary Information Agreement signed by the parties;
- (d) at the option of the Contractor for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Company; or
- (e) by mutual agreement of the parties hereto.

5.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to those provisions intended to survive and remain in effect.

## **6. Confidential Information**

6.1 The Contractor acknowledges that, in the course of fulfilling his duties hereunder, it may have access to and be entrusted with confidential information, the disclosure of which could be detrimental to the Company. The Contractor further agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect. Accordingly, the Contractor agrees that it will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall they use, copy, transfer or destroy same, except in the normal course of work hereunder, and thereafter will not disclose or make use of same. The Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer or destruction of any confidential information.

6.2 The Contractor agrees and acknowledges that confidential information includes but is not limited to: work product whether generated by Contractor or others, internal personnel of the Company, contracts, and all information which becomes known to the Contractor, even if such information is not identified confidential if the Contractor knew or ought to have known was confidential. Confidential information does not include the general skills and experience gained during the Agreement which the Contractor could reasonably have been expected

to acquire in similar work or that which was publicly known without the breach of this Agreement.

6.3 The Contractor agrees and acknowledges that all documentation containing Confidential Information in the Contractor's possession will be returned to the Company within five days of the termination of the Agreement, or upon request of the Company.

6.4 The Contractor agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either party. Further, the Contractor agrees and acknowledges that any dissemination of Confidential Information or use of Confidential Information for personal gain will cause the Company irreparable harm that may not be compensated for by damages alone.

6.5 The Contractor acknowledges that any breach or threatened breach of this section by the Contractor will entitle the Company to terminate the Agreement for just cause immediately and without notice, and without compensation in lieu of notice.

## **7. Personal Information Protection**

7.1 The parties acknowledge that in performance of the Services under this Agreement, the Contractor may be provided with or otherwise obtain access to personal information collected, used or disclosed by the Company for business purposes. The Contractor shall not access, use, disclose or otherwise make available any such personal information except as permitted to do so by the Company in undertaking the Services under this Agreement.

## **8. Recourse on Breach**

8.1 The Contractor acknowledges that damages may not be a sufficient remedy for the Contractor's breach or threatened breach of this Agreement. The Contractor agrees that the Company may apply for and obtain any interim relief, including injunctive relief, which relief is in addition to such rights as the Company may have to damages arising from any Contractor breach, or threatened breach, of this Agreement.

## **9. Indemnification**

9.1 The Contractor, at its own expense, will defend and indemnify the Company, its directors, officers, and employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in

connection with the provision of Services by the Contractor or its breach of this Agreement.

9.2 The Company, at its own expense, will defend and indemnify the Contractor, its directors, officers, or employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the undertaking by the Company of its duties or obligations under this Agreement.

## **10. Dispute Resolution**

10.1 In the event of any dispute arising out of or relating to this Agreement, the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute through mediation. If such mediation fails to resolve the dispute, Consultant and the Company agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, shall be submitted for binding arbitration.

## **11. Assignment**

11.1 This Agreement shall be binding upon the Company, and any successor government into which the Company may hereafter be merged, unified or consolidated. This Agreement may not be assigned by the Contractor.

## **12. Entire Agreement**

12.1 This Agreement constitutes the entire Agreement between the Contractor and Company, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship of the Contractor to the Company. This Agreement may not be modified or amended except in writing by the Company with the agreement of the Contractor.

## **13. Amendment & Waiver**

13.1 Any waiver, modification or cancellation to this agreement must be in writing and signed by the Parties to have any force or effect.

## **14. Severability**

14.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**15. Governing Law**

15.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario.

**16. Titles/Headings**

16.1 All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**17. Notice**

17.1 Any notice required to be given under this agreement shall be delivered personally or by email to the opposite party, or shall be deemed delivered personally four (4) days after depositing in the mail postage prepaid addressed as follows:

**To the Company:** Terri Towstiuic, Clerk/Manager of Community Services  
The Corporation of the Municipality of West Elgin  
22413 Hoskins Line, Rodney, ON  
N0L 1C0

**To the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**18. Insurance**

18.1 Insurance:

a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability (“**CGL**”) Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof).

The CGL shall contain both cross liability and severability of interest clauses.

b) Errors and Omissions Insurance

The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Municipality, underwritten by an insurer licensed to conduct business in the

Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

c) Aggregate Amounts

Where such policies set out in 18.1 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

d) Proof of CGL & E&O Insurance

Prior to the commencement of consulting services and at any time upon request of the Client, the Consultant shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .

e) Coverage Change by Consultant:

The insurance policies set out in Article 18.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

f) Increased Coverage for Project

The Municipality trusts that as a business operator, the Consultant carries appropriate insurance coverage for the Project without increased fees to the Municipality. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Consultant's expense.

g) WSIB Certificate

Prior to the commencement of Services, the Consultant shall provide to the Municipality a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Consultant is a sole proprietor, an Independent Operators Ruling is required. The Highest Scoring Respondent shall download the Form that corresponds to the classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Municipality prior to commencement of the Work. The Highest Scoring Respondent shall maintain such Insurance or pay such assessments as will protect the Highest Scoring Respondent and the Municipality from claims under *Workplace Safety and Insurance Act* and from any other claims for damage from personal injury (including death), and property damage which may arise from a successful Respondent's work under contract. In the event a successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of



\$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Municipality.

## **19. Independent Legal Advice**

19.1 The Contractor acknowledges that he has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he fully understands the nature of this Agreement, which the Contractor voluntarily enters into.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

Per:

\_\_\_\_\_

Terri Towstiuc, Clerk/Manager of  
Community Services

*I have authority to bind the  
Corporation.*

**CONTRACTOR**

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Name:**

I have authority to bind \_\_\_\_\_.

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Witness:**

## **APPENDIX “B”: RFP RESPONSE FORM**



MUNICIPALITY OF  
**West Elgin**

### **RFP RESPONSE FORM (ACKNOWLEDGEMENT)**

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. Without limiting the foregoing, I/we agree that, in the event that the Municipality passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in Appendix “A”, with changes at the discretion of the Municipality.

I/We the undersigned authorized signing officer of the Respondent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, Appendixes, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Municipality is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Municipality’s representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Respondent to submit this proposal and is authorized to negotiate on behalf of the Respondent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part, or elect to reject all proposals.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ Name of Respondent (please print)

Per: \_\_\_\_\_ Signature of Respondent

\_\_\_\_\_ (Name), \_\_\_\_\_  
(Position)

*I have authority to bind the* \_\_\_\_\_ (business type)

**Note: Failure to sign this page and include with your submission will result in non-acceptance of your submission.**

**Schedule "C" West Elgin By-law 2023-80**

**The Corporation of the Municipality of West Elgin**

**By-Law No. 2023-80**

**Being a by-law to put in place regulations associated with the control and registration of animals within the Municipality of West Elgin, and Repeal By-law 2020-74**

**Whereas** the *Municipal Act, S.O. 2001, C.25* Sections 11, 103, 105 and 391(1), as may be amended from time to time, provides that a municipality may pass by-laws prohibiting, regulating and restricting the keeping of animals or any class thereof, the destruction thereof and allow for a licensing and animal identification system; and

**Whereas** the *Provincial Animal Welfare Services Act, R.S.O. 2019 C. P13*, Section 13 provides that every person who owns or has a custody or care of an animal shall comply with the standards of care and the administrative requirements with respect to every animal that the person owns or has custody or care of; and

**Whereas** the *Animals for Research Act, R.S.O. 1990, C. A22*, Section 20 provides for the impounding and sale or destruction of a dog or cat; and

**Whereas** the *Dog Owners Liability Act, R.S.O. 1990, C.D16*, as amended, provides for the protection of persons and property; and

**Whereas** the *Ontario Police Services Act, R.S.O. 1990, C. P15*, as amended, provides that Council may appoint Municipal By-Law Enforcement Officers to enforce all municipal by-laws; and

**Whereas** the Council of the Corporation of the Municipality of West Elgin deems it necessary and expedient to pass such a by-law;

**Now Therefore** the Council of the Corporation of the Municipality of West Elgin enacts as follows:

**1. Definitions**

**"Council"** means the Council of the Corporation of the Municipality of West Elgin;

**"Dangerous Dog"** shall mean any dog:

- a) That has bitten or injured a human being or domestic animal; or
- b) that has been threatening or aggressive towards a human being or  
or  
domestic animal

**“Dog”** shall mean a male or female *Canis familiaris*;

**“Distress”** means the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering;

**“Domestic”** means an animal that is not wild, untamed, uncultivated, feral or brutal in nature of disposition;

**“Feed” or “feeding”** means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by wild animals, strays, feral or abandoned animals;

**“Food”** means any substance or food which could reasonably be expected to be consumed by a wild animal, but does not include:

- a) compost kept in accordance with all applicable by-laws, statutes or regulations;
- b) landscaping materials used for landscaping purposes; or
- c) food being grown for human consumption

**“Guide dog”** shall mean a dog trained and certified for a guide for the blind, hearing impaired or other disability and used as such;

**“Kennel”** shall mean:

- a) A place where more than two dogs are kept for the purpose of show, training, breeding, selling; or
- b) A place where more than two dogs are kept and cared for on behalf of the owners of the dogs, boarding, grooming or temporary housing;

**“Municipality”** shall mean the Municipality of West Elgin;

**“Muzzle”** shall mean a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting, yet still allows a dog to pant or drink;

**“Officer”** shall mean the Animal Control Officer or By-law Enforcement Officer or pound keeper designated by the Municipality of West Elgin Council as a Municipal By-law Enforcement Officer, and/or a Police Officer providing Police Services to the Municipality;

**“Owner”** of an animal includes a person who possesses or harbours a dog and, where the owner is a minor, the person responsible for the custody of the minor;

**“Police Work Dog”** shall mean a dog trained to aid law enforcement officers and used by such officers in the execution of their duties;

**“Pound”** shall mean such premises as approved from time to time by Council;

**“Pound keeper”** shall mean the person appointed as such by Council;

**“Premises”** shall mean all the abutting lands owned by a person, or over which a person exercises control, including a building, buildings or a part of a building located on the lands, and includes vacant lot or lots;

**“Property Owner”** shall mean the registered owner of the real property and shall include family members or tenant of the property owner who may be residing at the property;

**“Pure bred”** shall mean registered or eligible for registration in the register of the Canadian or American Kennel Clubs, or of a class designated as pure-bred in any regulations passed pursuant to provincial legislation;

**“Running at large”** shall mean to be found in any place other than the premises of the owner of the animal and not under the control of any person;

**“Tag”** shall mean a metal tag issued by the Municipality and indicating the number under which the dog is registered;

**“Wildlife”** shall mean an animal, other than birds, which has not been made tame nor has been taught to live with and under the control of humans.

## **2. Number of Animals**

- a) No person shall keep, harbour or possess more than a maximum number of three (3) dogs at one time in a dwelling unit, within West Elgin, with the following exceptions:
  - i) A Municipally licenced kennel;
- b) No persons shall harbour more than three (3) dogs at any one time in a dwelling unit within the West Elgin, with the following exceptions:
  - i) An animal hospital;

- ii) A pound or authorized facility;
- iii) A pet store;
- iv) A registered research facility or supply facility under the *Animals for Research Act*.

### 3. **Dog Kennels**

- a) Any person or persons who keep more than two dogs, which are aged over three months, at one location shall apply for a kennel license as set out in attached Schedule "A". No person shall erect, maintain or operate a kennel without first having obtained a permit.
- b) A kennel license may be issued to the owner of confined dogs kept exclusively for hunting, working or dog-sled purposes.
- c) The Council of the Municipality of West Elgin reserves the right to refuse a kennel license.
- d) Every person who holds a kennel license shall comply with the following requirements:
  - i) The license shall be exposed at all times in a conspicuous place in the interior of the premises;
  - ii) The premises shall be maintained in a sanitary, well ventilated, clean condition and free from offensive odours;
  - iii) The animals shall be kept in sanitary, well bedded, well ventilated, naturally lighted, clean quarters and a healthful temperature shall be maintained at all times;
  - iv) The animals shall be adequately fed and watered and kept in a clean, healthy condition, free from vermin and disease;
  - v) The kennel building shall be in a separate building and shall not be attached to any building used or capable of being used for human habitation;
  - vi) The kennel building and its location shall conform to the applicable zoning by-law and the Ontario Building code and the building shall be maintained in damage-free condition;
  - vii) The kennel floor shall be thoroughly cleaned daily, or more often if necessary;
  - viii) Any cage shall be adequately sized to allow the animal to extend its legs to their full extent, to stand, sit, turn around or lie down in a fully extended



position. There must also be sufficient space to enable species appropriate contact, provide bitches with nursing puppies an additional 10% space per nursing puppy, and provide for the social and behavioural needs of the dog;

- ix) Cages are to be constructed of metal, wire, or partly of wire and shall have metal or other impermeable bottoms, which shall be cleaned and washed daily, or more often if necessary;
  - x) Whelping facilities shall be separate from the individual and/or group kennel enclosures housing other kennel dogs;
  - xi) The whelping area shall consist of a whelping box which is 2 1/2 times the size of the bitch, constructed with four sides and a floor, and shall be regularly cleaned and sanitized.
- e) The Officer may inspect any place where the animals are kept, pursuant to this by-law.
  - f) If the kennel is found not to conform to the requirements set out herein, the Officer may direct that the animals be seized and impounded and may revoke the license issued to the kennel.
  - g) Every owner or operator of a kennel shall allow access to the facility for the purpose of inspection at all reasonable hours by an Officer.
  - h) Every owner or operator of a kennel shall allow access to the facility for an annual inspection as part of the renewal process and the inspector shall complete the Kennel Inspection Checklist as shown in attached "Schedule B"

#### **4. Running At Large**

- a) Every owner shall ensure that his or her dog does not run at large within the Municipality of West Elgin.
- b) A dog running at large may be seized and impounded and may be sold or destroyed by the pound keeper following Seventy-Two (72) hours (excluding day in and day out) redemption period excluding Saturday, Sunday and Statutory Holidays.
- c) A dog that is seized and impounded, will not be released until pound, maintenance, veterinary, or other fees have been paid.

- d) For the purpose of this by-law a dog shall be deemed to be running at large when found in any place other than the premises of the owner, and not under the control of any person.

## **5. Responsibility of Animal Owners and the Public**

No person shall:

- a) Tease, torment, annoy or abuse any animal; or
- b) Untie, loosen or otherwise free any animal which is not in distress unless such person has the authorization of the owner

## **6. Abandonment or Disposal of Animals and/or Litters of Animals**

- a) No person shall abandon or dispose of a live animal and/or litters of live animals on any private or other property, including public property, within the Municipality without the written permission of the property owner.
- b) The prohibited abandonment or disposal of animals shall be reported to the pound keeper during regular business hours with all information available.

## **7. Owners To Take Precautions**

The owner of a dog shall exercise reasonable precautions to prevent it from biting or attacking a person or domestic animal; or behaving in a manner that poses a menace to the safety of persons or domestic animals.

## **8. Designation As Potentially Dangerous Or Dangerous Dogs**

- a) Where an Officer is satisfied that, in the absence of any mitigating factor, a dog has approached a person or domestic animal in a menacing fashion or apparent attitude of attack, including but not limited to, behavior such as growling or snarling, the Officer may issue a designation in writing to the owner designating a dog as potentially dangerous or dangerous, as shown in attached Schedule "C".
- b) Where an Officer is satisfied that a dog:
  - i) Has, in the absence of any mitigating factor, attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so.
  - ii) Has in the absence of any mitigating factor, significantly injured or killed a domestic animal; or
  - iii) Having been previously designated as potentially dangerous, is kept or permitted to be kept in violation of the requirements for a potentially dangerous dog, the Officer may issue a designation in writing to the owner of dog, designating the dog as dangerous.

- c) No owner of a dog designated as potentially dangerous or dangerous shall transfer ownership of the dog without first having obtained the written consent of the Pound keeper. In granting or refusing consent, the Pound keeper shall consider the likelihood that all the applicable provisions of this By-law and the *Dog Owners' Liability Act*, including any orders under that Act, will be met.
- d) In addition to complying with all the applicable provisions of this By-law, every owner of a dog designated as dangerous shall adhere to the conditions laid out in the Potentially Dangerous Dog Designation Order, as set out in attached Schedule "C" and signed by the Officer.
- e) Where a dog has been designated as a potentially dangerous or dangerous dog the owner may appeal to West Elgin Council, by written notice, within fifteen (15) days of the Municipality notifying the owner of the decision to designate the dog.
- f) Where an owner appeals to the Municipality of West Elgin Council shall hear the appeal by way of a new hearing under the *Statutory Powers Procedure Act* to determine whether the dog is dangerous or potentially dangerous.
- g) No member of Council or its staff is personally liable for anything done by it or him or her under authority of this by-law.

**9. Create a Nuisance**

- a) Every owner of a dog shall remove forthwith any excrement left by the animal on any property.
- b) Subsection 10.1 does not apply to persons reliant on a guide dog or persons in control of a police work dog when such dog is in the execution of its duties.
- c) No owner or person harbouring a dog shall allow a dog to bark, whine or yelp excessively.

**10. Standard of Animal Care**

- a) No person may keep any domestic animal unless the animal is provided with:
  - i) Clean potable drinking water in spill proof containers at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
  - ii) Food and water receptacles that are kept clean and disinfected and located so as to avoid contamination by excreta;

- iii) The opportunity for periodic exercise sufficient to maintain good health;
  - iv) Necessary veterinary medical care when the animal exhibits signs of pain or suffering.
- b) No person may keep any domestic animal which normally resides outside, or which is kept outside for short to extended periods of time, unless the animal is provided with outside shelter. The shelter must:
- c) Be weatherproof with an exterior windbreak and exterior door flap;
  - d) Have a door facing away from the prevailing wind and must be elevated off the ground;
  - e) Provide sufficient space to allow the animal the ability to turn about freely and to easily stand, sit and lie in a normal position;
  - f) Be at least 1 ½ times the length of the animal and at least 1 ½ times the animal's width, and at least as high as the animal's height measured from the floor to the highest point of the animal when standing in a normal position plus 10%;
  - g) Be insulated to ensure protection from heat, cold and wet and be appropriate to the animal's weight and type of coat;
  - h) Provide sufficient shade to protect the animal from the direct rays of the sun at all times;
  - i) Be regularly cleaned and sanitized and excreta removed at least once a day
    - i. No person may cause a dog to be hitched, tied, or fastened by any rope, chain or cord that is directly tied around the animal's neck on to a choke collar.
    - ii. No person shall cause a dog to be confined in an enclosed space without adequate ventilation.
    - iii. No person shall allow any domestic animal to suffer from any infectious disease.

**11. Severability**

If a court of competent jurisdiction should declare any part or section of this by-law to be invalid, it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

**12. Penalties**

- a) Every person who contravenes any provision of this by-law is guilty of an offence and is subject to the penalties under the *Provincial Offences Act*.
- b) The Animal Control Officer, By-Law Enforcement Officer and any Officer appointed as a peace officer may enter, at all reasonable times, upon any property subject to the regulations of this by-law in order to ascertain whether such regulations or directions are being obeyed.

**13. Enactment**

- a) By-Laws 2020-74 as amended is hereby repealed.
- b) This By-Law shall be known as the Animal Control By-Law and shall come into force and effect upon the third and final reading thereof.

Read a first, second, and third time and passed this 14<sup>th</sup> day of September 2023.

***Original Signed at Municipal Office.***