



Dog Control Services Request for Proposal (RFP)

September 30, 2015

INFORMATION TO PROPONENTS

1. BACKGROUND INFORMATION

Background

The Township of Guelph/Eramosa is one of seven lower-tier municipalities in the County of Wellington and it surrounds the City of Guelph to the north, east and west. The current population of the Township of Guelph/Eramosa is just over 12, 000, including the urban area of Rockwood, which has a population of approximately 4,600.

Animal control (dog services) within the Township of Guelph/Eramosa is currently regulated under By-law 76/2003, being a By-law for the registration and licensing of dogs and for the control of dogs generally in the Township of Guelph/Eramosa. By-law 76/2003 has been amended by By-laws 35/2010 and 19/2011 (attached in Schedule B). By-law 76/2003, as amended, is currently under review.

Currently, the Township of Guelph/Eramosa issues dog licenses at the Municipal Office location only. Approximately 700 to 800 dog licenses are currently issued each year.

The Township currently has one (1) kennel operating in the Township, which is a legal non-conforming use under the Township's Zoning By-law. This kennel is regulated under By-law 30/2010 (attached in Schedule C).

Within the next 1 to 3 years, the Township of Guelph/Eramosa may build a fenced, leash free dog park, pending Council approval.

Information

The Township is seeking Proposals from qualified Contractors to provide dog control services, and will be designated under By-law. The Contractor must provide all related functions in accordance with By-law 76/2003, as amended, as well as the Municipal Act, 2001.

The Township requires that all dogs residing in the Township of Guelph/Eramosa be licensed (issued a dog tag) annually.

This contract is for a three-year term commencing from the day the contract is awarded and designated under a respective by-law.

The Contractor will be under the direct supervision of the Township of Guelph/Eramosa Clerk or designate.

2. DEFINITIONS

"Clerk" means the Township Clerk of the Corporation of the Township of Guelph/Eramosa, appointed by By-law.

"Contractor" means the individual, firm, company or corporation submitting a proposal to the Township, or the successful Proponent chosen to carry out dog control services in

accordance with the associated contract.

“Corporate Contact” is the Township employee(s) defined as the authorized contact(s) during the Request for Proposal process.

“Dog” means any domesticated male or female dog of any canine species over the age of 3 months.

“Dog Control Officer” is the Contractor successfully awarded the Dog Control Services contract by the Township of Guelph/Eramosa, and designated as such through Township by-law to enforce animal control regulations.

“Humane” means acting in a manner that causes the least harm or discomfort, characterized by tenderness, compassion and sympathy.

“Project Manager” is the Township employee who will oversee the completion of the contract in accordance to this Proposal, contract and agreement. This individual will take management of the project after the contract has been successfully awarded. For the purpose of administering the Dog Control Services, the Project Manager is the Clerk.

“RFP” means Request for Proposal.

“Running at Large” means that a dog is off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel.

“Total Proposal Price” means an evaluation of quality and service in assessment of proposals and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant proposal.

“Township” means the Corporation of the Township of Guelph/Eramosa.

“Work” means any of the following tasks, or combinations, thereof:

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;
- f) Construction or repairs as specified;
- g) Security deposit

“Veterinarian” is a person who practices veterinary medicine or surgery. Veterinarians appointed in relation to this RFP shall be at the discretion of the Township.

3. REQUIREMENTS AND DELIVERABLES

The successful Proponent will be required to enter into a contract with the Township to provide the services as outlined below as a duly qualified Dog Control Officer. The services must be provided in a professional and fully competent manner in accordance with the provisions of this RFP. The General Conditions section of this document provides further information detailing exact specifics of the expected work.

Generally, the services to be provided must include, but are not limited to, the following:

- a) Respond to dog related calls 24 hours a day, every day, including statutory holidays, which include but may not be limited to: dogs running at large, aggressive dogs, injured dogs, humane issues and requests for response from the County of Wellington Police Services or emergency services.
- b) Provide dog control services as requested by the Township of Guelph/Eramosa or County of Wellington Police Services.
- c) Attend court appearances if required.
- d) Maintain records of all dog control occurrences, dogs picked up and their deposition, and all other actions taken in provision of dog control services. These records must be submitted to the Township.
- e) Provide a local (Guelph) cell phone number where someone can be reached 24 hours a day, every day, including statutory holidays. Said cell phone number will be published by the Township.
- f) Provide a live telephone answering service where a message can be left 24 hours a day, every day, including statutory holidays.
- g) Provide a properly equipped, licensed and inspected vehicle to safely and humanely transport dogs. Such vehicle is to be suitably maintained to professionally represent the Township and vehicle identification as a Township service provider would be preferred.
- h) Provide and maintain all equipment necessary to humanely catch, handle and transport dogs.
- i) Ensure adequate training of all personnel with regard to dog control and vehicle operation.
- j) Ensure personnel carry photo identification to be made available as necessary to the general public.
- k) Retrieve stray dogs or those running at large, and provide them with adequate temporary shelter and accommodation, or deliver them to a Humane Society or a veterinarian, as the situation warrants.
- l) Provide the Township on a monthly basis, the Call Reports up to the last day of the preceding month that shows the particulars of each call received, dogs picked up and their disposition.
- m) Temporary shelter must be provided by the Dog Control Services Contractor at a humane facility located in the Township of Guelph/Eramosa to retrieved dogs until they are claimed by their owner, or delivered to a Humane Society or veterinary clinic, as the situation warrants.

- n) The successful Contractor and all personnel conducting services for the Township of Guelph/Eramosa will be required to supply a police clearance certificate annually over the term of the contract.
- o) The project must be completed in accordance to the Contractor's Proposal and Scope of Proposed Services, as well as the General Conditions provided in this document.
- p) The Township is currently, as of the date of this RFP, in the process of reviewing and revising the Township's "Animal Control" By-law 76/2003, being a By-law for the registration and licensing of dogs for the control of dogs in the Township of Guelph/Eramosa, as amended. The successful Proponent will be required to provide input on such revisions.
- q) Conduct annual inspection of kennels within the Township of Guelph/Eramosa, as per the requirements of By-law 30/2010.
- r) Provide public education and site visits to municipal properties, when requested.
- s) Issue all or assist Township staff with the issuance of dog licenses.
- t) Respond to other animal control matters, where requested by the Township.

4. ABILITY AND EXPERIENCE OF PROPONENT

Proponents must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary qualifications to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided within the Proponent's submitted proposal documents. Minimum eligibility requirements include:

- a) Possession of a valid driver's license(s).
- b) Possession of an appropriate vehicle in good running condition and capable of passing mechanical fitness tests. Vehicle must be of sufficient size to carry all equipment necessary for effective dog control. Vehicle must be capable of humanely transporting dogs secured in separate cages in the vehicle. The vehicle must be capable of transporting a minimum of 2 dogs at one time.
- c) Possession of a suitable and proper shelter facility for dogs located in close proximity to the Township of Guelph/Eramosa that provides humane accommodation to dogs until delivery. This facility must be able to appropriately accommodate a minimum of 2 dogs at one time, each in their own independent cage.
- d) Experience handling dogs with a minimum of 5 years' experience found as significant and satisfactory to the Township.
- e) Pertinent knowledge and familiarity with the geography and mapping of the Township of Guelph/Eramosa, with the ability to quickly navigate to addresses without delay due to navigational investigation.
- f) The Township reserves the right to inspect the Contractor's vehicle and shelter facility prior to awarding this contract and at any time throughout the duration of the Agreement with the Contractor.
- g) The Township of Guelph/Eramosa may investigate as it deems necessary to determine the ability of the Contractor to perform the work and the Contractor

shall furnish to the Township all such information and data for this purpose as the Township may request.

5. RFP CLOSING DATE AND TIME

Proposals, contained in a sealed envelope with the provided envelope cover (Appendix A) firmly affixed, will be received by:

Legislative Services Department
Township of Guelph/Eramosa Municipal Office
8348 Wellington Road 124, Rockwood ON N0B 2K0

until:

11:00 am (local time), Thursday, October 29, 2015.

Proposals will not be opened in public.

Proposals must be received at the address noted above no later than the specified closing time. Proposals received after said closing time will not be accepted or considered.

6. METHOD OF SUBMISSION

Proposals must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the RFP closing time.

Delivery of proposal through a third party mail courier service shall be at the risk of the Proponent and must be arranged in due time for the proposal to arrive at the specified location before the RFP closing time. Failure of a third party courier service to submit the proposal prior to the RFP closing time will result in the disqualification of the proposal, and will be at no fault of the municipality.

Proposals sent by email or facsimile will not be accepted.

7. SUBMISSION ENVELOPE

The proposal must be supplied in a sealed envelope with the envelope cover supplied in Appendix A of this document. The envelope cover must be affixed to the Proponent's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the proposal.

8. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be prepared and submitted in accordance with the outline set and specified in this document. The Proposal submissions should include, but not necessarily be limited to, the following minimum requirements:

- a) Acknowledgement of the scope, requirements and deliverables.
- b) A brief but clear description of the Contractor's project with a clear statement of

work responsibilities, methodology, response mandates, equipment, and reporting formats.

- c) List of key personnel including experience, involvement in similar projects, certifications and licenses.
- d) Descriptions and photographs of vehicles designated for dog control services and the transportation of dogs.
- e) Description and photographs of the shelter facilities to be used in completing dog control services
- f) Detailed proposal fees for the completion of the project for the first year of the contract. HST is to be identified as an extra item. The proposal fee shall be a firm price (upset limit) to complete the project that includes all costs for disbursements, travel, permits, licenses, accommodation, overhead, payroll and benefits, etc.
- g) The Proposal document shall be bound and contained in a sealed envelope bearing Appendix A – Envelope Cover.
- h) The Proposal document shall include the following mandatory minimum requirements:
 - i) Name of company, company address and contact information for company representative
 - j) Contractor's Proposal, which shall include respond to identified deliverables and all submission requirements
 - k) 3 Client References
 - l) Proponent's Qualifications and Experience
 - m) Acknowledgement of Proposal Documents Received by Bidder and
 - n) Addenda

9. CORPORATE CONTACT AND COMMUNICATIONS

Questions related to the specifications or the intent of the proposed work is to be directed in writing to:

Meaghen Reid
Clerk/Director of Legislative Services
8348 Wellington Rd 124
Rockwood, ON N0B 2K0
mreid@get.on.ca

You may send your request via email to solicit a quicker response; however, we require all requests in writing.

Contact with Township of Guelph/Eramosa officials or staff other than the staff member named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to Proponents will be binding on the Township.

For the purposes of this contract, the Project Manager for the Township of Guelph/Eramosa will be the Township Clerk.

10. BID BOND

This RFP does not require the submission of a bid bond.

11. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND

This RFP does not require the submission of a Performance Bond or a Labour and Material Payment Bond.

12. INSURANCE

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Clerk or designate with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- a) A Commercial General Liability (CGL) policy that shall be not less than \$2,000,000 per occurrence.
- b) The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Township of Guelph/Eramosa as additional insured to the policy.
- c) The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Township of Guelph/Eramosa.
- d) Automobile Liability Policy that shall not be less than \$2,000,000 covering the equipment to be used by the Contractor in the performance of the work. The coverage shall not allow subrogation by the insurer against the Township of Guelph/Eramosa.

13. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid and open for acceptance for a period of 60 days from the proposal closing date. Proponents shall ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the noted validity period.

14. SUBMISSION CONFIDENTIALITY

All proposals submitted to the Township will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of proposals will remain confidential as the Township reserves the right to negotiate with Proponents.

At no time will Proponents divulge any confidential information provided to or acquired by the Proponent or disclosed by the Township throughout the course of the intended

project.

The successful Contractor acknowledges that information of any kind provided throughout the course of the intended project is the exclusive property of the Township and shall not be disclosed or released to any person or organization without written authorization from the Township having been previously provided.

15. INFORMAL OR UNBALANCED PROPOSALS

Proposal documents must be legible. All entries in the Form of Proposal shall be made in ink or by typewriter. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Township.

Alterations of any kind must be clearly made and initialed by the Proponent, or the proposal may be subject to automatic rejection.

Proposals containing a project period or schedule adverse to the objectives of the Township's interests may be rejected.

Proposals containing prices so unbalanced as to adversely affect the interests of the Township may be subject to rejection.

If an error has been made transposing an amount from one part of the proposal to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Proposal Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price, unless otherwise stated in his proposal, the item will be deemed to have been allocated elsewhere in the proposal and, unless otherwise directed by the Township, no increase shall be made in the Total Proposal Price because of said omission.

The Township may wave formalities at its discretion, provided the Township's Procurement By-law has been adhered to.

16. CORPORATE SEAL

The Township reserves the right to request proof of legal authority to bind the company at its discretion.

17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS

The Contractor shall provide a Clearance Certificate or make a statutory declaration that all assessments and all compensation payable to the Workplace Safety and Insurance Board (WSIB) have been paid prior to commencing any work.

18. RESERVATION OF RIGHT

Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Township. Proposals may be withdrawn in accordance to Section 25 – Withdrawal or Qualifying of Proposals

contained in this document.

19. ADDENDA

Proponents may be notified during the proposal period of required additions to, deletions from, or alterations in the requirements of the proposal documents.

Any addenda issued after the posting of this RFP will be emailed and faxed to each Proponent up to 48 hours prior to the RFP closing time. It is the sole responsibility of Contractors to review and respond to addenda issued following the issuance of this request for proposal in their submissions.

If addenda are issued prior to 48 hours of closing this request for proposal, the closing date of this request for proposal will be adjusted accordingly.

Addenda must be acknowledged on page P-7 and provided with the proposal. Failure to acknowledge addendums may result in the rejection of the proposal.

20. HARMONIZED SALES TAX (HST)

H.S.T. is not to be included in unit pricing, lump sum pricing or Total Proposal Price. HST shall be shown separately. HST will be added as extra to any payments or progress payment for work completed, with HST calculated at 13%, or such other rate as determined by Revenue Canada Agency.

21. PRICING TO REMAIN FIRM

Pricing provided under this Request for Proposal shall remain firm for a period of sixty (60) days from the date of closing this Request for Proposal.

22. COSTS INCURRED BY PROPONENTS

Expenses incurred by Proponents for the preparation and submission of proposals to the Township, or any work done in correlation thereof, shall be borne by the Proponent.

No payment will be provided for any proposals submitted or for any other effort made by the Proponent prior to the commencement of the services as defined and approved by the Township.

23. PROPOSAL FEE

The Proposal Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and travel shall be included.

The Proposal Fee shall be the cost to perform services for Year 1 of the contract, covering one full calendar year from the commencement of the contract inclusive. The annual service price shall be adjusted effective of the contract anniversary date of each successive year until the end of the contract.

24. PAYMENT OF FEES

The Township will pay the Contractor its fees based on the completion of milestones as defined within the Contractor's proposal, and in accordance to Section 23 – Proposal Fee, as contained in this document.

25. WITHDRAWAL OR QUALIFYING OF PROPOSALS

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by the Proponent for this contract.

A Proponent may withdraw his proposal at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the RFP closing location in sufficient time to be marked with the time and date of receipt, and for the RFP contact to note the withdrawal of the proposal prior to the official closing time.

When a request to withdrawal a proposal has been received prior to the closing time, and it has been verified to be signed and sealed by the corporation, the unopened submission envelope will be returned to the Proponent.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a proposal. If applicable, the bid deposit shall be forfeited to the Township when a Proponent attempts to withdraw their proposal after the RFP closing time, in addition to any consequence or applicable legal penalty.

27. ABILITY AND EXPERIENCE OF CONTRACTOR

The successful Contractor must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted form of proposal.

The Township of Guelph/Eramosa may investigate as it deems necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish the Township of Guelph/Eramosa all such information and data for this purpose as the Township of Guelph/Eramosa may request. The Township of Guelph/Eramosa reserves the right to reject any quotation if the evidence submitted by or investigation of such Contractor fails to satisfy the Township of Guelph/Eramosa that the Proponent is qualified to carry out the obligations of the contract.

28. PRIVILEGE CLAUSE

The lowest or any proposal may not necessarily be accepted. The Corporation of the Township of Guelph/Eramosa reserves the right to delete any part, or parts from the Proposal without stating reasons therefore. In the event of any deletion, it is agreed that the Contractor will have no claim for loss of potential profit or overhead costs.

29. RECORD AND REPUTATION

Without limitation to any other privilege of the Township, and notwithstanding whether a submitted proposal otherwise satisfies the requirements of the RFP or not, the Township may instantly reject any proposal from a Proponent where in the opinion of Council, the affiliation between the Township and said Proponent has been damaged by prior or current acts or omission of said Proponent, including but not limited to:

- a) Litigation with the Township
- b) The failure of the Proponent to pay, in full, any outstanding payments, interests, and costs owing to the Township after the Township has requested payment of same
- c) The refusal of the Proponent to enter into the contract with the Township after the Proponent's proposal has been accepted by the Township
- d) The refusal of the Proponent to perform or complete performance of a contract with the Township at any time after the Proponent has been awarded the contract by the Township
- e) The refusal of the Proponent to follow logical directions of the Township or to alleviate a default under any contract with the Township when required by the Township or the Township's representative
- f) Acts or omissions by the Proponent resulting in a claim by the Township under a bid bond, performance bond or any other security required to be submitted by the Proponent on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

30. EVALUATION OF PROPOSAL

Past performance by the Proponent for similar projects undertaken within the Township of

Guelph/Eramosa may be taken into consideration of the Township's selection of a successful Contractor.

The evaluation of the proposals will be based on the following criteria, not necessarily in the order listed below:

- a) Proposed approach and project initiatives, methodology, deliverables, management, and reporting formats.
- b) Qualifications and experience of Contractor and project team
- c) Quality of contractor's vehicle and shelter facilities
- d) Proposal fees
- e) Acknowledgement of addenda

The Township of Guelph/Eramosa is responsible for evaluating the submissions.
Township of Guelph/Eramosa

Council will make the final decision in selecting the final Contractor.

The successful Contractor will be notified once a Council resolution and appointment by-law is adopted.

31. REVIEWS AND NEGOTIATIONS OF PROPOSALS

The Township may discuss with a Proponent for the purpose of clarification of their proposals to assure full understanding of the RFP requirements.

All proposals will be evaluated using the criteria noted unless the proposal does not meet the minimum requirements of the RFP and are therefore not selected for consideration. When the initial proposal submissions have been reviewed, a recommendation will be made to award the proposal to a specific firm, if clear-cut superiority of an offer is obvious.

All information will be kept secure until after an award recommendation has been made. All conversations and negotiations must be coordinated by the corporate contact assigned to this RFP.

32. PROPOSAL ACCEPTANCE OR REJECTION

It is understood that the Corporation of the Township of Guelph/Eramosa is not bound to accept the lowest, or any bid submission.

A report will be prepared by the corporate contact (or designate) recommending the award of contract to the most suitable and appropriate Contractor, and will present said report to municipal Council should it be required, in accordance with the Township's procurement by-law. The recommendation of an award of contract to Council does not constitute acceptance of the proposal by the Township.

A proposal is accepted by the Township when a resolution of Council has been provided to enter into agreement with the successful Proponent and when the agreement in the form bound herein is executed by the Township and the successful Proponent; or when written authorization of the Township and within the 60 day validity period, has issued a written order to commence work to the successful Proponent. The acceptance of the proposal is also conditional upon the receipt of a Performance Bond (if required) and a Labour and Material Payment Bond (if required).

The Township is not responsible for any liabilities, expenses, loss or damage to the Proponent subsequent to or by reason of the acceptance or non-acceptance by the Township of any proposal or by reason of any delay in the acceptance of a proposal. Proposals are subject to a formal contract being prepared and executed.

33. RFP RESULTS

The report recommending an award of contract shall be a matter of public record. The results of the RFP, when requested, may be made public by the Township, and may contain the total proposal price.

The name of the successful Proponent and the contract price shall be deemed public information following the award of contract, however, unit prices contained in the form of proposal will not be released.

Unsuccessful Proponents may request information regarding their proposal evaluation from the corporate contact.

34. AGREEMENT

The successful Contractor will be required to enter into an agreement with the Township upon Township Council authorizing the execution of an agreement. The agreement found in the form bound herein will be executed in quadruplicate by the Township and will be provided to the Contractor in the executed contract.

If a mathematical error has been found in the Contractor's submission and has been properly corrected and initialed by the Contractor, the price stipulated in the agreement will be the corrected price.

35. CONTRACT EXECUTION

Upon approval by Council of the award of contract, the successful Proponent will be notified by the Township that their proposal has been accepted and an official award of contract letter will be provided.

The successful Contractor will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance, etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the proposal deposit (if applicable). No work shall commence on the project until the documents have been executed by the Contractor and the insurance and guarantees have been received.

There shall be no variation or substitution from this RFP unless approved in writing by the Township. Receipt of materials, equipment, work or service will not waive any of the requirements of the contract. Defective goods, materials, or equipment found will be returned at the risk of the supplier and at the supplier's expense.

The Township reserves the right to cancel the Dog Control Services should Council not approve sufficient funds to complete the work as acquired, with no financial liability to the Township.

Cancellation of contracted services rendered by the Township or the Contractor shall be provided with no less than 30 days' notice in writing.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Township to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the

Township reserves the right to suspend this contract.

36. PROPONENT DECLARATION

The Proponent, by submission of a proposal, declares that:

- a) The Proponent has carefully reviewed the requirements and guidelines set out in this RFP document and attests that all representations of the proponent contained in their proposal submission are true and factual.
- b) No one other than the Proponent has any interest in this RFP or in the assignment of the pending contract from this RFP.
- c) No member of Council or employee of the Township has any direct or indirect pecuniary interest in this proposal.
- d) The Contractor and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Township under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Township employee has been furnished with a direct or indirect financial benefit.

37. CONFLICT OF INTEREST

Contractors participating in this RFP process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Township of Guelph/Eramosa may, at its discretion, withhold the award of a contract from the Contractor until the matter is resolved. If the conflict is deemed to remain unresolved, and the Township deems it necessary, the Township reserves the right to withhold the award of contract to the Contractor altogether and provide the contract to the next qualified Proponent.

38. SUBCONTRACTORS OR SUPPLIERS

If the Contractor proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Proposal, the Contractor must request approval in writing from the Corporate Contact. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Corporate Contact. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the Contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the Contractor as a result of this request.

39. CONTRACTOR'S LIABILITY

The successful Contractor, his agents, employees, or persons under his control including sub- contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Contractor's part.

40. INDEMNIFICATION

The bidder will indemnify and save harmless the Township, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the bidder, its sub-bidders or their agents or employees with respect to the contract.

41. ERRORS AND OMISSIONS

The Township shall not be held liable for any errors or omissions contained in any part of this RFP. The Township has put forth significant effort to ensure accurate data in this RFP. The information contained in this RFP is supplied exclusively as parameters for Proponents. The information contained in the RFP documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the RFP is intended to relieve the Proponent from forming their own conclusions with respect to the matters contained therein.

42. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the Contractor fails to comply with the requirements of the above mentioned act, the Township may suspend the continuation of the work forthwith and the suspension will remain in effect until the Contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Township on account of the provisions of this clause, shall not allow the Contractor an extension of the time of completion and the Contractor may be liable for liquidated damages to the Township.

43. PROCUREMENT POLICY BY-LAW / GOVERNING LAW

Proposals will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement By-law. By submitting a Quotation for this subject, the Contractor agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Quotation shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

44. FREEDOM OF INFORMATION ACT

The bidder hereby consents to disclosure of its information contained in this Proposal submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, R.S.O, 1990, C.M. 56.

45. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act") The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Township's accessible customer service standards as required under this section.

DOG CONTROL SERVICES RFP Submission

c/o Meaghan Reid
Clerk/Director of Legislative Services
8348 Wellington Road 124
Rockwood, ON N0B 2K0

CLOSING: Thursday, October 29, 2015 at 11:00 a.m.

Portion to be completed by the Township of Guelph/Eramosa:

Date Received: _____

Time Received: _____

Receiver's Initials (Township Staff Initials): _____

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 76/2003

**A By-law for the registration and licensing
of dogs and for the control of dogs
generally within the Township of Guelph/Eramosa.**

WHEREAS Section 11, of the *Municipal Act*, S.O. 2001, s.25, as amended, authorizes municipalities to pass by-laws to regulate animals;

AND WHEREAS Section 130, of the *Municipal Act*, S.O. 2001, s.25, as amended, authorizes a municipality to regulate matters related to health, safety and well being of the inhabitants of the municipality;

AND WHEREAS Council for the Township deems it expedient to regulate dogs within the Township of Guelph/Eramosa;

NOW THEREFORE the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

1. Definitions- For the purposes of this By-law:
 - a) **“Animal Control Officer”** shall mean the person or persons appointed by the Township of Guelph/Eramosa to enforce this By-law.
 - b) **“Dog”** means a male or female dog over the age of 12 (twelve) weeks.
 - c) **“Household”** means one room or group of rooms in a building used or designed or intended to be used by only one family as a single, independent and separate housekeeping establishment, and includes the lot used in conjunction therewith.
 - d) **“Kennel”** means an establishment where dogs and cats are housed, groomed, bred, boarded, trained or sold and which is licensed by the Corporation under the Municipal Act but does not include a veterinary clinic defined herein.
 - e) **“Owner”** includes any person who possesses or harbours a dog and, where the owner is a minor, the person responsible for the custody of the minor.
 - f) **“Pound”** includes a veterinary facility or other place(s) designated by resolution of the Council of the Township of Guelph/Eramosa from time to time.
 - g) **“Pound Fee”** includes any daily charge that may be collected by the operator of a pound.
 - h) **“Running at Large”** shall apply to a dog when found elsewhere than on the property of the owner and not under the control of any person.
 - i) **“Building”** means any structure used or intended to be used for shelter, accommodation or enclosure of persons, animals or chattels but does not include a fence, sign, travel trailer or vehicle.
 - j) **“Veterinary Clinic”** means a building or a part thereof wherein animals of all kinds are treated or kept for treatment by a registered veterinarian

within the meaning of the Veterinarian Act, includes facilities where animals can be temporarily boarded.

Part I

Licensing and Registration of Dogs

2. Notwithstanding *Part VII* of this by-law, no person shall own, harbour or keep more than 2 (two) dogs within or about any household or building within the Township of Guelph/Eramosa save and except persons with kennels legally established prior to the passing of this By-law or after the passing of this By-law in compliance with the provisions of the applicable zoning by-law and licensing by-law for the operation of the kennel within the Township of Guelph/Eramosa.
3. No person shall within the Township own any dog without having obtained a license and dog tag for the dog from the Township.
4. The license shall be taken out annually on or before the 31st day of March of each year and shall expire on the 31st day of March in the year following its issue.
5. The annual fee payable by the owner of a dog for a license shall be in accordance with the Township's Administrative Fees By-law, as amended from time to time.
6. Upon application for a dog license, the owner may be required to produce a certificate signed by a practicing veterinarian that the dog to be licensed has been inoculated with an anti-rabies vaccine within a period of 24 (twenty-four) months of the date of application for the license(s).
7.
 - a) Every dog tag shall bear the serial number and the year in which it was issued and a record shall be kept by the municipality showing the name and address of the owner and the serial number of the tag.
 - b) No person shall use a tag on a dog other than the dog for which such tag is issued.
 - c) No license or registration shall be transferable and the license and registration referred to herein shall expire and become void upon the sale, death or other disposal of a dog to which such license and registration relates.
 - d) No person other than the owner of the dog shall remove the tag from such dog.
 - e) The owner shall keep the dog tag securely fixed on the dog at all times.
 - f) A fee shall be charged for the replacement of a lost dog tag, according to the municipality's "Administrative Fees By-law" as amended from time to time.

Part II

Dogs Running At Large

8. No owner of a dog shall allow a dog to run at large within the limits of the Township of Guelph/Eramosa.

Part III

Responsibility of Owner to Control Dog Barking and Remove Dog Waste

9. No owner of a dog shall allow the dog to howl or bark persistently or otherwise become a nuisance.
10. Every person who owns, harbours, possesses or is in control of any dog shall remove forthwith and dispose of any excrement left by said dog on any property within the Township of Guelph/Eramosa, including the property of the dog's owner.

Part IV

Seizure and Impounding of Dogs

11.
 - a) A dog found to be running at large contrary to the provisions of Section 8, or without a license and dog tag, contrary to the provisions of Section 7, may be seized and held in the custody of the Animal Control Officer, or the dog may be seized and impounded in the dog pound.
 - b) A dog so impounded according to Section 11(a) shall be held for a period of not more than 3 (three) days, exclusive of holidays, unless previously claimed by the owners thereof, and if not claimed by and released to the owner thereof within the 3 (three) day period, may then be sold, destroyed or otherwise disposed of at the discretion of the Animal Control Officer.
 - c) A dog so seized and held in the custody of the Animal Control Officer or so impounded shall not be released until the owner thereof has paid to the municipality a penalty according to the Penalty Provisions of this By-law plus a maintenance fee for each day or part thereof during which the dog has been so impounded.
 - d) No dog shall be returned to the owner unless the dog has been licensed in accordance with the provisions of this by-law, and any purchaser of a dog without a licence or dog tag shall obtain a licence and dog tag for the current year before delivery is made to the purchaser.
 - e) Where a dog is alleged to have bitten any person, such dog may be impounded and held by the Animal Control Officer until proceedings under the *Dog Owners' Liability Act, R.S.O. 1990, Ch. D.16, as amended*, have been followed, provided that no dog shall be so impounded or held for a period in excess of 21 (twenty-one) days unless otherwise ordered by a Provincial Judge.

Part V

Killing of Dogs

12. According to Section 2 of the *Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, Ch. L.24, as amended*, any person may kill a dog:
 - a) that is found killing or injuring livestock or poultry;
 - b) that in a township or village is found between sunset and sunrise straying from the premises where the dog is habitually kept;
 - c) that is found straying at any time, and not under proper control, upon premises where livestock or poultry are habitually kept.

13. According to Sections 8(1) and 8(2) of the *Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, Ch. L.24, as amended*, the owner of a dog who has knowledge that the dog has killed or injured livestock or poultry shall destroy the dog or cause the dog to be destroyed within 48 (forty-eight) hours after acquiring such knowledge.

An owner of a dog who refuses or neglects to destroy it when required so to do by subsection 8(1) may be summoned before a provincial judge who may order the dog to be destroyed, and for the purpose of carrying out the order a constable may enter upon the premises of the owner and destroy the dog, and the provincial judge may, in addition to any other penalty provided by this Act, direct the owner of the dog to pay the cost of the proceedings and of the destruction of the dog.

14. Neither the Corporation, nor its agents, servants or Pound keepers shall be liable for damages or compensation for any dog killed under the provisions of this by-law and no such damages or compensation shall be paid to any person.

Part VI Muzzling or Leashing of Dogs

15. a) Every owner of a dog, after it has bitten a person or domestic animal shall ensure that said dog is muzzled or leashed while said dog is on any property within the municipality, including the premises of the owner of the dog.
- b) Where the owner of the dog objects to the muzzling or leashing requirement set forth in Section 15(a), the owner of the dog may request and is entitled to a Hearing by the Council of the Township of Guelph/Eramosa. The Council of the Township of Guelph/Eramosa may, by resolution, delegate the holding of the aforesaid Hearing to a committee of Council or to the Animal Control Officer. Council or Committee of Council or the Animal Control Officer, if so delegated, may, at its/his/her sole discretion, exempt the owner from the muzzling or leashing requirement contained in Subparagraph (a) above.

Part VII Kennels

16. No kennel shall be erected or maintained subsequent to the passing of this by-law except in compliance with the Township Zoning By-law, as amended from time to time, and in compliance with the Township's By-law for the License and Regulation of Kennels.

Part VIII Penalties

17. Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act, R.S.O. 1990, cP.33*.
18. No dog so seized and held in the custody of the Animal Control Officer or so impounded under **Section 8** of this By-law shall be released until the owner thereof has paid to the municipality:
- i) a penalty of \$60.00 (Sixty Dollars);

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- ii) a maintenance fee of \$15.00 (Fifteen Dollars) for each day or part thereof during which the dog has been so impounded;
 - iii) pay the veterinary costs for any injured or sick dog; and
 - iv) any other applicable fee which may apply to licensing of the dog according to Section 3 of this By-law
19. All penalties imposed by this by-law shall be paid over to the municipality's Treasurer/Tax Collector for deposit to the credit of the Corporation of the Township of Guelph/Eramosa.
20. By-law No. 30/2000, 1/2002, 4/2002 and 33/2003 are hereby repealed.

READ three times and finally passed
this 15th day of **December, 2003**.

Clint Martin, Mayor

Janice Sheppard, Clerk

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Set Fine Schedule

Page 1

Township of Guelph/Eramosa

Part I Provincial Offences Act

By-law No. 76/2003, as amended,
a by-law for the registration and licensing of dogs,
and for the control of dogs generally
within the Township of Guelph/Eramosa

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine (includes cost)
1	Own, harbour or keep more than 2 dogs	Part I Sec 2	\$100.00
2	Own dog without license and dog tag	Part I Sec 3	\$100.00
3	Fail to affix dog tag	Part I Sec 7 (e)	\$100.00
4	Affix tag on incorrect dog	Part I Sec 7 (b)	\$100.00
5	Allow dog to run at large	Part II Sec 8	\$130.00
6	Allow dog to bark or howl causing undue noise	Part III Sec 9	\$130.00
7	Fail to dispose of excrement	Part III Sec 10	\$100.00

NOTE: The general penalty provision for the offences listed above is section 61 of the *Provincial Offences Act, R.S.O. 1990, c.P.33*

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 35/2010

**A By-law to amend By-law Number 76/2003 for the
registration and licensing of dogs and for the control of
dogs generally within the Township of Guelph/Eramosa.**

WHEREAS *Section 11, of the Municipal Act, S.O. 2001, s. 25, as amended,* authorizes municipalities to pass by-laws to regulate animals;

AND WHEREAS *Section 130, of the Municipal Act, S.O. 2001, s. 25 as amended,* authorizes a municipality to regulate matters related to health, safety and well being of the inhabitants of the municipality;

AND WHEREAS Council for the Township deems it expedient to regulate dogs within the Township of Guelph/Eramosa;

NOW THEREFORE Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows;

1. THAT the amendments to By-law 76/2003 as set out in Schedule "A" attached, are hereby adopted.
2. THAT this by-law shall come into force and effect on the day of final passing thereof.

READ three times and finally passed this 7th day of **June, 2010**.

Chris White, Mayor

Meaghen Reid, Clerk

SCHEDULE “A”
To By-law Number 35/2010

That the By-law for the registration and licensing of dogs and for the control of dogs generally within the Township of Guelph/Eramosa is amended as follows:

1. Section 1 “Definitions” is amended by replacing the definition of “Kennel” with the following:

“Kennel” means a place where a minimum of three (3) and a maximum of fifty (50) dogs are housed, groomed, boarded, bred, trained, sold or kept and which is licensed by the Township under the provisions of the *Municipal Act*, but does not include a veterinary clinic as defined herein. Notwithstanding, the definition of kennel does not apply to where dogs are kept as working dogs associated to a livestock facility as defined. The limit shall be four (4) dogs where the Township is satisfied this criteria has been met.

2. Section 1 “Definitions” a definition of Livestock Facility is added with the following:

“Livestock Facility” means one or more barns or permanent structures intended for keeping or housing of livestock with livestock occupied portions, which are areas of the structure where the livestock spend a majority of their time thus allowing substantial amounts of manure to accumulate. A livestock facility also includes all manure or material storages and anaerobic digesters. For the purposes of this definition livestock includes dairy, beef, swine, poultry, horses, goats, sheep, ratites, fur-gearing animals, deer & elk, game animals, birds and other animals identified in the Ontario Ministry of Agriculture, Food and Rural Affairs Minimum Distance Separation Implementation Guidelines.”

3. Part I, Section 2 “Licensing and Registration of Dogs” is amended as follows:

Notwithstanding *Part VII* of this by-law, no person shall own, harbour or keep more than 2 (two) dogs within or about any household, building or property within the Township of Guelph/Eramosa save and except persons with kennels legally established prior to the passing of this By-law or after the passing of the By-law in compliance with the provisions of the applicable zoning by-law and licensing by-law for the operation of the kennel within the Township of Guelph/Eramosa. This section does not apply to where dogs are kept as working dogs associated to a livestock facility as defined on an Agricultural (A) zoned property pursuant to the Township’s zoning by-law where the owner can establish that the agricultural practice conducted on the property is that of the raising, breeding or otherwise keeping of livestock and that such dogs are required for the protection of said livestock.

The limit shall be 4 (four) dogs where the Township is satisfied this criteria has been met.

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 19/2011

**A By-law to amend By-law Number 76/2003 for the
registration and licensing of dogs and for the control of
dogs generally within the Township of Guelph/Eramosa.**

WHEREAS *Section 11, of the Municipal Act, S.O. 2001, s. 25, as amended,* authorizes municipalities to pass by-laws to regulate animals;

AND WHEREAS *Section 130, of the Municipal Act, S.O. 2001, s. 25 as amended,* authorizes a municipality to regulate matters related to health, safety and well being of the inhabitants of the municipality;

AND WHEREAS *Section 2(b) of the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, Ch. L. 24, as amended,* providing for the destruction of a dog that in a township or village is found between sunset and sunrise straying from the premises where the dog is habitually kept, has been repealed;

AND WHEREAS Council for the Township deems it expedient to regulate dogs within the Township of Guelph/Eramosa;

NOW THEREFORE Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows;

1. Part V, Section 12 b) of By-law 76-2003 is hereby repealed.
2. THAT this by-law shall come into force and effect on the day of final passing thereof.

READ three times and finally passed
this 21st day of **March, 2011**.

Chris White, Mayor

Meaghen Reid, Clerk

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 30/2010

**A By-law to provide for the regulation and licensing of
kennels within the
Township of Guelph/Eramosa.**

WHEREAS *Section 11 (1) of the Municipal Act, 2001*, provides for the authority for lower tier municipalities to pass by-laws to regulate animals;

AND WHEREAS *Section 11 (1) of the Municipal Act, 2001* provides for the regulating of establishments for the breeding or boarding of animals within defined areas of the municipality;

AND WHEREAS *Section 12 of the Dog Owners' Liability Act R.S.O. 1990, Chapter D.16* designates a Municipal Law Enforcement Officer as a Peace Officer for the purposes of enforcing the Act;

AND WHEREAS *Section 128 of the Municipal Act, 2001* provides for the prohibition and regulation with respect to public nuisances as determined by Municipal Council;

AND WHEREAS Municipal Council has determined that the operation of a kennel has the potential to become or cause a public nuisance;

AND WHEREAS *Section 151 (1) of the Municipal Act, 2001* provides for a system of licensing with respect to a business and the power to impose conditions on the obtaining, continuing to hold or renewing a license;

AND WHEREAS the Municipal Council of the Corporation of the Township of Guelph/Eramosa deems it desirable to pass a by-law with respect to the regulation and licensing of kennels;

NOW THEREFORE, THE COUNCIL OF THE TOWNSHIP OF GUELPH/ERAMOSIA ENACTS AS FOLLOWS:

1. DEFINITIONS

In this by-law:

- a) "Municipal Law Enforcement Officer" means the person or agency so designated by the Council, and any employees or agents of such person or agency, to carry out the provisions of this by-law;
- b) "Body Length" means the length of the dog measured from the point of the nose to the tip of the fully extended tail when the dog is fully stretched out;
- c) "Council" means the Council of the Corporation of the Township of Guelph/Eramosa;
- d) "Dog" means a male or female dog over the age of twelve (12) weeks;
- e) "Kennel" means a place where a minimum of three (3) and a maximum of fifty (50) dogs are housed, groomed, boarded, bred, trained, sold or kept and which is licensed by the Township under the provisions of the *Municipal Act*, but does not include a veterinary clinic as defined herein. Notwithstanding, the definition of kennel does not apply to where dogs are kept as working dogs associated to a livestock facility as defined.

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The limit shall be four (4) dogs where the Township is satisfied that this criteria has been met.

- f) "Livestock Facility" means one or more barns or permanent structures intended for keeping or housing of livestock with livestock occupied portions, which are areas of the structure where the livestock spend a majority of their time thus allowing substantial amounts of manure to accumulate. A livestock facility also includes all manure or material storages and anaerobic digesters. For the purposes of this definition livestock includes dairy, beef, swine, poultry, horses, goats, sheep, ratites, fur-gearing animals, deer & elk, game animals, birds and other animals identified in the Ontario Ministry of Agriculture, Food and Rural Affairs Minimum Distance Separation Implementation Guidelines."
- g) "New Kennel" means a place where a minimum of three (3) and a maximum of fifty (50) dogs are housed, groomed, bred, trained, sold or kept for hunting or other specific work and which is licensed by the Township under the provisions of the *Municipal Act*, but does not include a veterinary clinic as defined herein. For the purposes of this By-law, a "New Kennel" is any kennel that did not operate continuously and was not licensed with the Township prior to the passing of this by-law. Notwithstanding, the definition of kennel does not apply to where dogs are kept as working dogs associated to a livestock facility as defined. The limit shall be four (4) dogs where the Township is satisfied that this criteria has been met.
- h) "Owner" means any person who owns, possesses, harbours or has custody of an animal and, where the owner is a minor, the person responsible for the custody of the minor. Shall include a person who is temporarily the keeper of the animal;
- i) "Township" means the municipality of the Corporation of the Township of Guelph/Eramosa;
- j) "Zoning By-law" refers to the current comprehensive Zoning By-law, as amended, of the Township of Guelph/Eramosa;
- k) "Veterinary Clinic" means a building or a part thereof wherein animals of all kinds are treated or kept for treatment by a registered veterinarian.

2. LICENSING AND FEES

- a) No person shall operate a kennel other than a Kennel operated and licensed in accordance with the provisions of this By-law.
- b) Every owner of a dog contained or otherwise kept in a Kennel shall, when requested by the Municipal Law Enforcement Officer, police officer or other duly appointed officer, produce evidence that a particular Dog has been inoculated with anti-rabies vaccine within the preceding twelve (12) months.
- c) The license shall be taken out annually on or before the 31st day of March of each year and shall expire on the 31st day of March in the year following its issue.
- d) The annual licensing fee of two hundred dollars (\$200.00) shall be paid prior to the issuance of a license.

3. AGGRESSIVE/DANGEROUS DOGS

- a) When a Dog has bitten or attacked any person or domestic animal, a proceeding may be commenced by the Township against the Owner of the Dog for whatever remedies are available for the protection of the public

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under the provisions of the *Dog Owners' Liability Act, R.S.O. 1990, c D.16* and any amendments thereto.

4. KENNELS

- a) Every Owner/operator of a Kennel shall apply for and pay a license fee in accordance with the provisions of this by-law.
- b) An application for a Kennel license or renewal shall be submitted in the proper form as provided by the Township from time to time.
- c) The issuance of a Kennel license shall be within the discretion of the Township based on the following factors:
 - (i) the proposed Kennel must conform to the Zoning By-law;
 - (ii) the proposed Owner shall submit a detailed site plan and the applicable fee;
 - (iii) the site plan shall illustrate the location of a fence with a minimum height of five (5) feet, around every pen, run or exercise yard. The Township may require that said be constructed to prevent visibility from the exterior; and,
 - (iv) the site plan shall provide for acoustical barriers satisfactory to the Township.
- d) After having given notice in writing stating the grounds for a potential cancellation, Council may, at any time, cancel a Kennel license when it is of Council's opinion that the continued operation of the Kennel is not in the best interest of the Township. Such grounds for cancellation may include a contravention of any section(s) of the by-law.
- e) The written notice described in *section 4 (d)* shall be delivered in person or mailed by registered mail to the registered owner of the Kennel.
- f) The Owner/operator of a Kennel may make a written request to Council for an appeal of a decision for a cancellation, such written request shall be received within 30 days of the date of the notice of cancellation for the processing of the appeal. A notice of cancellation that is not appealed within the 30 days shall be deemed to be confirmed. The following proceedings shall commence upon receipt of an appeal;
 - (i) such appeal shall be heard by the Property Standards Committee, the Committee having the powers to confirm, modify, rescind or permit additional time for compliance with the decision of Council.
- g) All Kennel licenses shall be taken out annually on or before the 31st day of March of each year and shall expire on the 31st day of March in the year following its issue unless renewed.
- h) Every Owner/operator of a Kennel existing at the time of the passage of this By-law shall;
 - (i) Not maintain or keep more than the lesser of: (i) fifty (50) Dogs; and, (ii) the existing number of Dogs at the current location of the Kennel; and,
 - (ii) Comply with the standards for the Kennels contained in this by law within six (6) months of the passing of this by law, except provisions that apply to barking in which compliance is required from the date of passing.

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- (iii) The Owner/operator/manager of the Kennel shall reside on the property on which the Kennel is located.

5. KENNEL CONDITIONS

All Kennel licenses issued pursuant to this by-law are conditional upon the Owner of the licensed Kennel constructing and operating the Kennel facilities in accordance with the following regulations:

- a) No animal shall be kept in unsanitary conditions including an accumulation of feces, odour, insect or rodent infestations;
- b) The Kennel building and outdoor runs shall have floors and walls made of concrete or other impermeable material (including rigid plastic). Wire floors will not be permitted;
- c) The floor of the Kennel building and outdoor runs shall be drained immediately after water is present. No water may sit on the floor of a Kennel building. Any new Kennel structure is required to install a self-drain with a maximum of five (5) minute drain time;
- d) The yards and runways associated with Kennel operations shall be adequate shelter and protection from the elements and be completely enclosed with a fence as required by this by-law;
- e) Every Kennel shall be properly equipped with accessible fresh water and adequate feed both in clean, properly sized containers to maintain animals in a healthy condition;
- f) Every Kennel shall be provided with adequate natural or artificial light, proper ventilation and sufficient heat to maintain healthy conditions specific to the breed of dog being housed;
- g) No barking shall be audible from a point of reception located off the subject property of the kennel operation during the following prohibited times:
 - (i) 22:00 one day to 07:00 the next day
 - (ii) No continuous barking in excess of 2 hours from 07:00 to 22:00.

If Dogs are being housed in outdoor housing the following regulations apply in addition to the regulations already contained in *Section 5*:

- h) The breed of dog must be properly acclimatized to seasonal and regional temperatures;
- i) Aged, young, or infirmed dogs shall be housed indoors;
- j) Shelter and protection from cold and heat must be provided including protection from direct sunlight, rain, sleet, and snow;
- k) An enclosed area with dry bedding must be provided.

Group housing is suitable provided that the following regulations apply in addition to other requirements of this by-law:

- l) Any animal exhibiting vicious behaviour or dominance aggression is housed separately;
- m) A dog under treatment for communicable disease or suspected of harbouring a communicable disease is separately housed;
- n) Newly acquired dogs are isolated before full integration into group housing.

6. BREEDING KENNEL CONDITIONS

- a) Every Kennel Owner/operator shall conform to the regulations set out in *section 5*.

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- b) Every Kennel Owner/operator shall maintain the whelping bitch in separate accommodation from the balance of the dogs in the Kennel and shall provide an area 2 ½ times the size of the whelping bitch.
- c) Every Kennel Owner/operator shall provide a separate outdoor run for the whelping bitch to prevent the transfer of diseases from other adult dogs to the puppies.
- d) Every Kennel Owner/operator shall provide a whelping box constructed with four sides and a floor made from impermeable material.
- e) Every Kennel Owner/operator shall provide adequate supplemental heat required in winter conditions.
- f) Every Kennel Owner/operator shall provide a designated space for individual socialization between the puppies and humans away from both visual and physical contact with littermates and other dogs.
- g) Every Kennel Owner/operator shall provide associated, adequately shaded, open air runs, properly fenced to maintain control of the dogs and with adequate space to accommodate the breed of dog being housed.

7. KENNEL APPLICATIONS FOR OVER TWENTY (20) DOGS

- a) Every Kennel Owner/operator who makes application for a Kennel license of over twenty (20) Dogs shall submit an acoustical study prior to approval of their application by Council. All recommendations provided for noise mitigation shall be implemented.
- b) No New Kennel housing over twenty (20) dogs shall be located within a minimum of one hundred and fifty (150) metres (four hundred two [492] feet) of any road allowance or any adjacent habitable building or building used for the keeping of livestock excluding buildings of the owner of the property on which the kennel is located.

8. KENNEL APPLICATIONS (applies to Kennels, Breeding Kennels and/or New Kennels)

The following conditions may be required and when required will form part of the conditions of a license issued pursuant to this by-law:

- a) Approval from the Wellington-Dufferin-Guelph Public Health Unit for the installation of any septic system to handle dog waste;
- b) A restriction on the time that the outdoor runs may be open;
- c) A restriction on the time of when barking is permitted from the kennel operation and/or property, this in addition to that prescribed by s. 5 g) of the by-law;
- d) A restriction on how many dogs are in the outdoor runs or exercise yards at one time to reduce possible noise issues;
- e) A barrier preventing the dogs from seeing motorists or persons travelling along any roads/walkways/trails etc;
- f) Additional evaluations by a qualified acoustical consultant after the kennel has been operating;
- g) Where a new kennel, increased distance separation from any adjacent habitable building excluding buildings of the owner of the property on which the kennel is located;

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- h) Or any other condition that Council deems appropriate for specific applications.

9. RECORDS

Every person who operates a Kennel shall maintain records of the following minimum information:

- a) The names and addresses of the owners of all dogs cared for at the kennels;
- b) The dates of arrivals and departures of individual dogs from the kennels;
- c) Breeding and identification records of all whelping bitches and stud dogs and the resulting litters;
- d) Veterinarian records on individual dogs maintained in the kennel.

10. KENNEL INSPECTIONS/POSTING OF LICENSE

- a) Every person who holds a Kennel license or the owner/operator of the Kennel shall, at all reasonable hours, be open to inspection by the Township Municipal Law Enforcement Officer, Ontario Society for the Prevention of Cruelty to Animals, Police Officer, any such other person trained in the area of disease control and sanitation as may be appointed by Council, or any other person authorized to do so under any Provincial or Federal Legislation.
- b) Every person who holds a Kennel license or the owner/operator of the Kennel shall keep the license posted up in some conspicuous place on the premises and shall, when so requested by any person authorized by the Township, produce such license for inspection.

11. PENALTY PROVISIONS

- a) Every person who contravenes any provisions of this by-law is guilty of an offence and is liable, upon conviction, to a fine not exceeding Five Thousand Dollars (\$5,000.00), exclusive of costs, for each offence as prescribed in the *Provincial Offences Act, R.S.O. 1990, C.P. 33 as amended*.
- b) Each and every one of the foregoing provisions of the by-law is severable and if any provisions of this by-law should, for any reason, be declared invalid by any court, it is the intention and desire of this Council that each and every one of the remaining provisions shall remain in full force and effect.

12. GENERAL PROVISIONS

- a) This by-law shall come into force upon the date of its passing.

READ three times and finally passed
this **7th** day of **June, 2010**.

Chris White, Mayor

Meaghan Reid, Clerk

RFP - Dog Control Services SCHEDULE B

Schedule A to By-law 30/2010

Township of Guelph/Eramosa

PART I Provincial Offences Act

By-law #30/2010

a by-law for the regulation and licensing of kennels within the Township of Guelph/Eramosa.

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining Offence	COLUMN 3 Set Fine
1	Operate a kennel without a valid license	Section 2. a)	\$450.00
2	Fail to produce document of anti-rabies vaccine.	Section 2. b)	\$350.00
3	Fail to keep an animal in a sanitary condition	Section 5. a)	\$450.00
4	Fail to provide floors and walls made of concrete or other impermeable material for the kennel building	Section 5. b)	\$350.00
5	Allowing water to sit on a kennel floor	Section 5. c)	\$350.00
6	Fail to equip kennel with accessible fresh water and adequate feed	Section 5. e)	\$450.00
7	Fail to provide kennel with adequate natural or artificial light	Section 5. f)	\$350.00
8	Permit barking from kennel when prohibited	Section 5. g)	\$350.00
9	House breed of dog outdoors not acclimatized to temperatures	Section 5. h)	\$450.00
10	House aged, young or infirmed dog outdoors	Section 5. i)	\$450.00
11	Fail to provide an enclosed area with dry bedding for dog housed outdoors	Section 5. k)	\$350.00
12	Permit dog under treatment for communicable disease to be in group housing within a kennel.	Section 5. m)	\$450.00
13	Fail to isolate newly acquired dog before full integration into group housing	Section 5. n)	\$350.00
14	Fail to maintain the whelping bitch in a kennel in separate accommodation	Section 6. b)	\$350.00
15	Fail to provide a separate outdoor run for the whelping bitch	Section 6. c)	\$350.00
16	Fail to construct a whelping box with four sides and a floor made from impermeable material	Section 6. d)	\$350.00
17	Fail to provide adequate supplemental heat in winter	Section 6. e)	\$350.00
18	Fail to provide adequately shaded open air runs	Section 6. g)	\$350.00

RFP - Dog Control Services SCHEDULE B

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or defining Offence	COLUMN 3 Set Fine
19	Fail to maintain records	Section 9.	\$350.00
20	Fail to permit an inspection	Section 10. a)	\$450.00
21	Fail to post license in a conspicuous place	Section 10. b)	\$350.00
22	Fail to produce license when requested	Section 10. b)	\$350.00

NOTE: the general penalty provision for the offences listed above is *section 61* of the *Provincial Offences Act, R.S.O. 1990, c.P.33*