

**The Corporation of the Town of Essex**

**By-Law Number 2409**

Being a by-law to enter into an Agreement with  
the Windsor-Essex County Humane Society for the  
Intake of Stray Cats for the Town of Essex

**WHEREAS** Section 11(3) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality has the authority to pass by-laws with respect to animals;

**AND WHEREAS** The Corporation of the Town of Essex recognizes that its citizens deliver stray cats to the Windsor-Essex County Humane Society;

**AND WHEREAS** whereas The Corporation of the Town of Essex is desirable of engaging the services of the Windsor-Essex County Humane Society for the receipt of stray cats from residents of the Town of Essex;

**AND WHEREAS** the Humane Society has agreed to provide the Town of Essex with cat intake services;

**NOW THEREFORE** be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. **That** the Mayor and Clerk be authorized to sign the Agreement attached as Schedule "A" to By-Law Number 2409 between The Corporation of the Town of Essex and the Windsor-Essex County Humane Society.
2. **That** this By-Law shall come into full force on the date of its final passing and shall be for a one-year period beginning on January 1, 2025 and ending on December 31, 2025.

**Read a first, a second and a third time and finally passed on December 16, 2024.**

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Mayor

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Clerk

This agreement made this \_\_\_\_\_ day of December 2024.

Between

**The Corporation of the Town of Essex**

Hereinafter referred to as the "Town"

and

**Windsor-Essex County Humane Society**

Hereinafter referred to as the "Humane Society"

**Whereas**, The Corporation of the Town of Essex ("Town") recognizes that its citizens deliver stray cats to the Windsor-Essex County Humane Society ("Humane Society");

**And Whereas** the Humane Society acknowledges receipt of cats from residents of the Town;

**And Whereas** the Humane Society has agreed to provide the Town with cat intake services commencing on the 1<sup>st</sup> day of January, 2025 and ending the 31<sup>st</sup> day of December, 2025 for a fee as hereinafter provided for, which term, subject to the terms and conditions of this Agreement, may be subject to an extension for a further three (3) one (1) year terms in accordance with the terms and conditions of this Agreement.

**Therefore**, in consideration of the promises and other goods and valuable consideration, the parties hereto mutually covenant, promise and agree as follows:

1. That the sum of Twenty-five Dollars (\$25.00) per stray cat, hereinafter referred to as the Intake Fee, is the applicable fee to be paid to the Humane Society, for taking in stray cats from the residents of the Town. The Humane Society understands that no additional fees will be invoiced to the Town for the intake of cats from Town residents, except in the circumstances outlined in Section 7 below.
2. That the Humane Society shall receive cats from Town residents of the Town of Essex in accordance with the following;
  - a. Evidence, satisfactory to the Humane Society and the Town, of the residence residing in the municipal boundaries Town;
  - b. Resident pays additional fee per stray cat in accordance with the fee set out by the Humane Society, as amended from time to time, and that this fee may be waived at the sole discretion of the Humane Society;
  - c. Cats owned by residents of the Town for the usual Intake Fee with the entire fee paid by the Owner; and
  - d. Feral cats living within the municipal boundaries of the Town that the finder has been caring for over a long period of time may be entered as owner surrendered cats, however, the fees charged to residents and the Town will be the same as for stray cats. The Town recognizes that the Humane Society discourages

residents from bringing in feral or ear-tipped cats, and that such cats may be returned to the area where found after being altered and vaccinated.

3. That the Humane Society shall maintain a record of all stray cats taken in from Town residents, including the name, address, location found and telephone number of the resident delivering the cat(s). The Humane Society shall provide monthly report to the Clerk of the Town containing the foregoing information.
4. That the Town, upon receipt of the monthly report, shall submit to the Humane Society the amount of Twenty Dollars (\$25.00) per stray cat, as recorded on the monthly report, and subject to evidence and verification by the Town of finder residency being within the Town.
5. That all cats received from Town residents shall be evaluated in the same manner as is the established practice of the Humane Society. The disposition of cats is to be at the sole discretion and absolute discretion and expense of the Humane Society. The Society also maintains the discretion to limit intake to urgent (sick or injured) stray cats when necessary to manage intake to the Society's capacity for care.
6. The Town recognizes that the fee as noted in sections 1 and 4 above is being discounted because the Town offers urgent response to pick up sick or injured cats and wildlife in the municipality. In the event that such services are discontinued, the fee noted in sections 1 and 4 above will be increased to FORTY DOLLARS (\$40) per cat effective the date that verification of such service being discontinued is given to the Society in writing by the Town.
7. In the event that a stray cat received from a Town resident requires quarantining by the Windsor-Essex County Health Unit, the cat will be quarantined for a period of ten (10) days at the rate of \$25.00 per day. The Humane Society will notify the Town at the beginning of the quarantine period. The quarantine period fee shall be at the expense of the Town. After the quarantine period has passed, the disposition of a quarantined cat shall be at the sole and absolute discretion and expense of the Society.
8. Should the Town's annual budget for the intake services set out in this Agreement be exhausted, the Town will notify the Humane Society in writing that further intake services under this Agreement are paused for the remainder of the fiscal year. Should the Town provide such notice in writing, the Humane Society will discontinue its intake services under this agreement until it receives notification in writing from the Town to resume such intake services.
9. This agreement shall expire on December 31, 2026.

**In Witness Whereof** the Town of Essex has affixed its Corporate Seal to this Agreement, together with a signing authority for the Windsor-Essex County Humane Society who has the authority to bind the organization.

Signed, sealed and delivered in the presence of

**The Corporation of the Town of Essex**

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Mayor

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Clerk

**Windsor-Essex County Humane Society**

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As to the signature of

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Lynette Bain, Executive Director