Court of Appeal File No.: **C66542**
Superior Court File No.: 749/13

COURT OF APPEAL FOR ONTARIO

B E T W E E N:

THE ATTORNEY GENERAL OF ONTARIO

Respondent (Appellant in appeal)

and

JEFFREY BOGAERTS

Applicant (Respondent in appeal)

EXHIBIT BOOK OF THE RESPONDENT (APPELLANT IN APPEAL), THE ATTORNEY GENERAL OF ONTARIO

VOLUME II

March 12, 2019

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Court File No. 749/13

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JEFFREY BOGAERTS

Applicant

-and-

ATTORNEY GENERAL OF ONTARIO

Respondent

AFFIDAVIT OF JEFFREY BOGAERTS

(sworn February 18, 2015)

I, **JEFFREY BOGAERTS**, of Lanark County, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the applicant of the above application, and as such have direct knowledge of the matters herein deposed. Unless I indicate to the contrary, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.

2. As stated at paragraph 5 of my affidavit sworn July 31, 2014, I understand that the OSPCA is private organization. This fact was confirmed on the record by OSPCA Chief Inspector Connie Mallory during cross-examinations in relation to Ontario Superior Court of Justice Court File No. SR11-992 on March 21, 2012. An excerpt from this cross-examination is attached as **Exhibit "A"** to this my affidavit.

3. This application has garnered a significant amount of public interest. Some people have, through my lawyer, Kurtis R. Andrews, provided information that may be relevant to this case. One such document is a faxed copy of a letter sent to Mr. Andrew Miller from the Minister of Community Safety and Correctional Services, confirming the government's understanding that the OSPCA is independent from the government. A copy of the fax

dated November 1, 2013, sent to my lawyer, Kurtis R. Andrews, is attached as **Exhibit "B"** to this my affidavit.

4. ~~On another occasion, my lawyer received a letter from Henry L. Miller, Eli A. Yoder and Gideon S. Miller. This letter provided an account of OSPCA raids upon Amish farms of the Lucknow Old Order Amish Community on February 27, 2012. A copy of the letter sent to my lawyer, Kurtis R. Andrews, is attached as **Exhibit "C"** to this my affidavit.~~

5. I make this affidavit in support of the within application and for no other or improper purpose.

SWORN before me)
at the City of Ottawa,)
in the Province of Ontario,)
on this 18 day of February, 2015.)

JEFFREY BOGAERTS

A commissioner etc.

This is Exhibit "A" referred to in the
Affidavit of Jeffrey Bogaerts
sworn before me, this 18 day of February, 2015.

Commissioner for Taking Oaths

CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa, ON K1P 5V5
Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

CONNIE MALLORY, SWORN:

CROSS-EXAMINATION BY MR. ANDREWS:

1. Q. Before we get started, counsel have agreed to mark Motion Records as Exhibit nos. 1 and 2. So just for the Record, the first item is the Motion Record of the Defendant, the moving party.

The next item is the Motion Record of the Plaintiffs which is the Motion Record of the responding party to the main motion and also moving party to the cross-motion.

EXHIBIT NO. 1: Motion Record of the Defendant.

EXHIBIT NO. 2: Motion Record of the Plaintiffs.

MR. ANDREWS: Counsel, could we just confirm that your Motion Record you'll be using as well for the cross-motion; is that correct?

MR. HONICKMAN: That's right.

BY MR. ANDREWS:

2. Q. Could you state your name for the Record, please?

A. Connie Mallory.

3. Q. Normally I ask for your address. I appreciate that you might not want to provide your address. If you could maybe just give us the town or

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Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

county where you're from?

A. Napanee, Ontario.

4. Q. I don't normally ask this, but in lieu of your address, would you mind giving us your date of birth?

MR. HONICKMAN: Why is that relevant?

MR. ANDREWS: Just for identification purposes.

MR. HONICKMAN: I don't think there will be any issue with that. *O*

BY MR. ANDREWS:

5. Q. And your occupation, please?

A. I'm the Chief Inspector with the Ontario SPCA.

6. Q. Can you describe the Ontario SPCA for us, just very generally what do they do?

A. The Ontario SPCA is an organization that has legal authority under a piece of legislation called the Ontario SPCA Act that allows officers to enforce that piece of legislation.

We are a non-profit organization whose mandate is to be a leader in animal welfare, if you will, and advocate for animal welfare.

7. Q. As I understand it, structurally it's a private organization?

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Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

A. Correct.

8. Q. It's not run by the government or anything along those lines?

A. No, it is not.

9. Q. You operate pursuant to your own by-laws?

A. Correct.

10. Q. And you enact those by-laws independently of any organization?

A. Correct.

11. Q. Could you just turn to Exhibit no. 2 which is our Motion Record, and if you could just turn to Tab D for me.

Can you just confirm that this by-law here which is titled: Ontario Society for the Prevention of Cruelty to Animals By-law No. 9, that's currently in force?

A. I believe so, yes.

12. Q. I'm going to turn to your Motion Record now which is Exhibit no. 1. I'm going to turn to your Affidavit which is at Tab 2 and I'm going to refer you to paragraph 2. It says here that you are:

In addition, responsible for
management of the department which
includes developing policy.

And that's the Investigations Department?

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Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

really the bearing of drafting that letter was based on Mr. Cumming's article that was captioned $720,000 Fined and OSPCA can make their own rules up.

BY MR. HONICKMAN:

701. Q. And my final question to you is: after the ACRB came out with its ruling, you were asked questions about that. Did the OSPCA go and widely publicize that ruling by the ACRB?

A. No, we did not.

MR. HONICKMAN: Those are the questions in Re-examination and I think you can fly.

THE WITNESS: I think so, thank you.

WHEREUPON THE EXAMINATION ADJOURNED at the hour of 2:28 o'clock in the afternoon.

* * * * * * * * * * * * *

I HEREBY CERTIFY THAT the foregoing is a true and accurate transcription from the record made by sound recording apparatus, to the best of my skill and ability.

_____

Susan Baker, Monitor

CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa, ON K1P 5V5
Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

Examination No. 12-0272.1 Court File No. SR11-992

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

DAVID ROBINSON and MARILYN ROBINSON

PLAINTIFF

(Responding Party to the Defendant's Motion,
Moving Party to the Plaintiffs' Cross Motion)

- and -

ONTARIO SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS

DEFENDANT

(Moving Party to the Defendant's Motion,
Responding Party to the Plaintiffs' Cross Motion)

****

CROSS-EXAMINATION OF CONNIE MALLORY, pursuant to an appointment made on consent of the parties to be reported by Catana Reporting Services, on March 21, 2012, commencing at the hour of 9:21 in the forenoon.

****

APPEARANCES:

Mr. Kurtis R. Andrews for the Plaintiffs
Mr. Lorne M. Honickman for the Defendant

This Examination was taken down by sound recording
by Catana Reporting Services Ltd.

CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa, ON K1P 5V5

Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

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EXAMINATION BY: MR. ANDREWS

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DATE TRANSCRIPT ORDERED:

DATE TRANSCRIPT COMPLETED:

This is Exhibit "B" referred to in the
Affidavit of Jeffrey Bogaerts
sworn before me, this 18 day of February, 2015.

Commissioner for Taking Oaths

LSCO
Legal Services Co-operative of Ontario

37020 School Road
Goderich, Ontario
N7A 4C6

Tel: (888) 735-5726
Fax: (877) 320-5726
Email: info@legalco-op.com

Confidential Fax

TO: Kurtis Andrews
FROM: Legal Services Co-operative of Ontario
FAX: 888-735-5726
PAGES: 3
PHONE: 877-320-5726
DATE: November 1, 2013
RE: Andrew Miller
CC:

☐ Urgent ☐ For review ☐ Please comment ☐ Please reply ☐ Please recycle

Comments:

Please see attached documents

The attached document is intended only for the name stated above. If this is received in error, please notify the Legal Services Co-operative of Ontario via telephone. We ask you please destroy all documents pertaining to this fax. Thank you for understanding.

Ministry of Community Safety and Correctional Services
Office of the Minister
25 Grosvenor Street
18th Floor
Toronto ON M7A 1Y6
Tel: 416-325-0408
Fax: 416-325-6067

Ministère de la Sécurité communautaire et des Services correctionnels
Bureau de la ministre
25, rue Grosvenor
18e étage
Toronto ON M7A 1Y6
Tél.: 416-326-0408
Téléc.: 416-325-6067

Sessional Paper No. P-53

P-53 Ban puppy mills (Sessional Paper No. P-53) Mr. Bisson, Ms. DiNovo and Mr. Prue. (Tabled March 21, 2013)

Response:

The Ontario government has clamped down on animal abusers by updating and strengthening the *Ontario Society for the Prevention of Cruelty to Animals (OSPCA) Act* for the first time in nearly a century. These revisions were proclaimed into force on March 1, 2009. The texts of the new legislation and its regulations are publicly available.

The Ministry of Community Safety and Correctional Services takes the issue of animal welfare very seriously, which is why we moved forward with the new law, one that gives Ontario the strongest animal welfare legislation in Canada. Since 1919, the *OSPCA Act* has authorized OSPCA inspectors and agents to enforce any law in Ontario pertaining to the welfare of animals. Police may also enforce these laws.

The OSPCA and its affiliated humane societies play important roles in protecting animals. However, the OSPCA and its affiliates are operationally independent from the provincial government. As independent charities, the OSPCA and its affiliates operate under the laws that regulate that type of organization.

With respect to puppy mills, the revised *OSPCA Act* includes standards of care that may be applied to any animals, including those in such premises. The OSPCA has the authority to inspect premises in which animals are kept for exhibit, entertainment, boarding, hire, or sale in order to check for compliance with the standards of care. There is also an accompanying provincial offence for failing to comply with the standards.

In addition, under the *Municipal Act 2001*, a municipality may pass bylaws pertaining to animals. As well, a municipality may prohibit or license a business within its jurisdiction while imposing licensing conditions.

On October 10, 2012, I announced a plan to ensure that Ontario continues to be the leader in animal protection in Canada. That plan includes:

- Improving provincewide enforcement, and strengthening the governance of the OSPCA
- Ensuring the protection of marine mammals in captivity
- Exploring options for the licensing of zoos and aquariums.

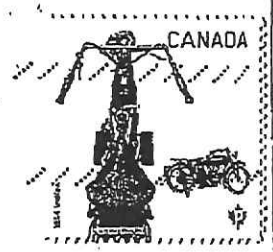
Our government is working with its partners and with experts to explore all options to better protect Ontario's animals.

Please be assured that this ministry will continue to support a strong and effective animal welfare system in Ontario.

Madeleine Meilleur
Minister

www.canadapost.ca 130910 00:53

www.postescanada.ca 3775 L8E 5A8



Mr. Albert Miller
85763 Creek Line
Lucknow, ON
N0G 2H0

Court File No. 749/13

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JEFFREY BOGAERTS

Applicant

-and-

THE ATTORNEY GENERAL OF ONTARIO

Respondent

AFFIDAVIT OF LISA KOOL

I, Lisa Kool, Director/Registrar of the Private Security and Investigative Services Branch in the Public Safety Division at the Ministry of Community Safety & Correctional Services make oath and say as follows:

1. One of my roles as the Director of the Public Safety Division within the Ministry of Community Safety & Correctional Services is to act as liaison between the Ministry and the Ontario Society for the Protection of Cruelty to Animals ("OSPCA").
2. I am advised and do verily believe that the OSPCA was founded in 1873 as a charitable organization concerned for the welfare of both children and animals. After the Children's Aid Society was established, the OSPCA's emphasis was with the welfare of animals in Ontario.

3. The OPSCA indicates on its current website that, in 1887, it lobbied the Ontario Board of Police Commissioners to appoint a full-time constable to be responsible for animal welfare matters. In 1919, Ontario enacted the first legislation to protect animals. *An Act to incorporate the Ontario Society for the Prevention of Cruelty to Animals Act* S.O. 1919, c. 124 was given Royal Assent on April 24, 1919. Section 6 of that Act provided: "[f]or the purpose of the enforcement of the provisions of this or any other Act for the prevention of cruelty to animals, any inspector or agent of the society shall have the power of a constable in any municipality or district in Ontario, and the society shall be entitled to the assistance of all constables and police officers."
4. I am advised and do verily believe that the Act was repealed and replaced in 1955. *An Act to reconstitute The Ontario Society for the Prevention of Cruelty to Animals* S.O. 1950, c. 58, received Royal Assent on March 31, 1955. Section 11(1) of that Act provided: "[f]or the purposes of the enforcement of this or any other Act or law in force in Ontario pertaining to the welfare of or the prevention of cruelty to animals, every inspector and agent of the Society shall have and may exercise any of the powers of a police officer." While the Act underwent comprehensive amendments in 2008 the text of s. 11(1) has not substantially changed. Today, there are 26 branches of the OSPCA including the Provincial Office located in Newmarket, and 14 affiliates across Ontario that work together to provide animal protection, rehabilitation and care; advocacy and humane education.
5. The OSPCA is not an agent of the Crown nor is it a part of the Government of Ontario. It is an independent charitable organization that has been given certain

statutory powers to protect animal welfare. In this regard, it has powers similar to other private entities that regulate a particular sphere of activity at arm's length from the government. For example, I am advised that under s. 44 of the federal *Railway Safety Act,* a private railway company can make an application to a judge of a superior court to appoint a person as a police constable for the enforcement of "the laws of Canada or a province in so far as their enforcement relates to the protection of property owned, possessed or administered by a railway company and the protection of persons and property on that property."

6. The Government of Ontario does, however, have a role to play. Under the *Ontario Society for the Prevention of Cruelty to Animals Act,* the Minister of Community Safety and Correctional Services is responsible for the administration of the Act and may make certain regulations under the Act. The Lieutenant Governor in Council may annul any by-law of the OSPCA.

7. In addition the Government of Ontario provides funding to the OSPCA. The provincial funding is provided through a Transfer Payment Agreement ("TPA") that imposes terms and conditions on the expenditure of the funds, including performance review and report-back requirements. Pursuant to the 2013 – 2015 TPA, Ontario's financial commitment to the OSPCA is $5.5 million annually. Attached hereto and marked as Exhibit "A" is a true copy of the Transfer Payment Agreement for the period from April 1, 2013 to March 31, 2015.

8. Under the 2013 Transfer Payment Agreement the OSPCA has certain deliverables. For example, in 2013 the one of the objectives included in that TPA required the OSPCA to implement a special investigations squad with

responsibility for conducting investigations requiring specialized expertise and additional resources, e.g., puppy mills, incidents with captive exotic animals and agricultural sector investigations. The 2015 Annual Report of the OSPCA states at page 2:

> Major Case Management is a team of specialized Ontario SPCA Officers who are deployed across the province to support cases that require specialized or additional resources. Some of the cases involve unusual circumstances like dog fighting. The team was brought together, in part, through funding provided by the Government of Ontario. In 2015, the Major Case Management Team was deployed 13 times, supporting investigations across the province including the Bay of Quinte Region, Guelph, North Bay, Kingston and Kawartha Lakes. Throughout the year, the Major Case Management team worked a combined total of 8,763 hours on special cases alone. In addition to these efforts, the team travelled up to Northern Ontario to partner with Whitefish Bay First Nation and Beat the Heat Kenora to transfer 75 dogs to Central Ontario for adoption.

Attached hereto and marked as Exhibit "B" is a true copy of the OSPCA's 2015 Annual Report.

9. Similarly, the 2013 Agreement required the OSPCA to conduct animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and special training for the aforementioned special squad of investigators. The training curricula are found at Schedule "F" of the 2013 Agreement.

10. The training requirement was continued in the 2015 – 2017 Transfer Payment Agreement. Schedule "C" requires that the OSPCA "[c]onduct animal welfare law

enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training of the Major Case Management Team". Attached hereto and marked as Exhibit "C" is a true copy of the Transfer Payment Agreement of April 1, 2015 to March 31, 2017.

11. The 2013 Transfer Payment Agreement also addressed the role of the Chief Inspector. The OSPCA was required to:

- manage the transition to a centrally administered inspectorate, which will allow the Chief Inspector to:
  - Maintain central reporting of investigators by developing a Memorandum of Understanding (MOU) with the Affiliates to establish the Chief Inspector's authority over investigators, including those employed by the Affiliates that signed the MOU;
  - Deploy investigators throughout the Province as the Chief Inspector deems appropriate.

12. This centralization of the authority of the Chief Inspector was continued in the Transfer Payment Agreement of April 1, 2015 to March 31, 2017. Schedule "C" of that Agreement requires the OSPCA to maintain a MOU with each funded affiliate that includes "the affiliate's recognition of the OSPCA Chief Inspector's authority for law enforcement purposes over the agents and inspectors employed by the affiliate." The 2015 Agreement further provides that "[i]f an affiliate does not enter into this MOU, they cannot receive funds under this agreement".

13. I make this affidavit in response to a Notice of Application seeking to challenge the constitutional validity of certain provisions of the *Ontario Society for the Prevention of Cruelty to Animals Act,* and for no improper purpose.

SWORN BEFORE ME)
AT THE CITY OF)
TORONTO, IN THE)
PROVINCE OF ONTARIO)
THIS 3rd DAY OF MAY,)
2017)

Lisa Kool

Tanya Chin
A Commissioner for Taking Affidavits

THIS IS EXHIBIT "A" TO THE

AFFIDAVIT OF LISA KOOL,

SWORN BEFORE ME THIS 3rd DAY OF MAY, 2017

Tanya Chin

A Commissioner, etc.

THE AGREEMENT effective as of the 1st day of April, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

The Ontario Society for the Prevention of Cruelty to Animals (OSPCA)

(the "Recipient")

WHEREAS:

A. The Ministry seeks to support the Recipient in delivering long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA.

AND WHEREAS:

B. The Recipient will commit to delivering province-wide law enforcement services and improving their organizational accountability and governance as further described in Schedule A.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- INTERPRETATION AND DEFINITIONS

1.1 ***Interpretation.*** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 ***Definitions.*** In the Agreement, the following terms shall have the following meanings:

"**Agreement**" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"**Affiliates**" means the affiliated societies that form part of the OSPCA and are subject to rights and obligations as are provided in the by-laws of the OSPCA. R.S.O. 1990, c. O.36, s. 4; 2008, c. 16, s. 3.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"**Budget**" means the budget attached to the Agreement as Schedule "B".

"**Expiry Date**" means the date for expiry of this Agreement, as set out in section 3.1.

"**Effective Date**" means the date first above written.

"**Event of Default**" has the meaning ascribed to it in section 14.1.

"**Force Majeure**" has the meaning ascribed to it in Article 26.

"**Funding Period**" means: the period commencing on the Effective Date and ending on the Expiry Date.

"**Funding Year**" means any of Funding Year 1 or Funding Year 2.

"**Funding Year 1**" means April 1, 2013 through March 31, 2014.

"**Funding Year 2**" means April 1, 2014 through March 31, 2015.

"**Funds**" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"**Indemnified Parties**" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"**Maximum Funds**" means Eleven Million Dollars (11,000,000). In accordance with Schedule B, the maximum Funds payable shall be Five Million, Five Hundred Thousand Dollars ($5,500,000) per Funding Year.

"**Notice**" means any communication given or required to be given pursuant to the

Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

"Parties" means the Ministry and the Recipient and **"Party"** means either one of them.

"Project" This initiative, which is to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA, is defined in this agreement as the "Project."

"Project Completion Date" means the date for completion of the Project, as set out in section 3.1.

"Timelines" means the dates and times set out in Schedule "C".

"Reports" means the reports described in Schedule "D" and "E".

"Regular Inspections" means two annual inspections of each zoo and aquarium, including one in-season (i.e., April 1 to September 30) inspection and one off-season (October 1 to March 30) inspection.

ARTICLE 2 – REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 ***General.*** The Recipient represents, warrants and covenants that:

(a) it is and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 ***Execution of Agreement.*** The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 ***Governance.*** The Recipient represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect, it:

(a) has made only one request for these Funds and shall accept Funds under this Agreement and not under any other agreement;

(b) shall have procedures to enable the preparation and delivery of the Reconciliation Report required pursuant to Article 7; and shall report on the specific expenditures according the requirements of this Agreement;

(c) shall have in place, as a condition of funding, such governance and the administrative structures and processes necessary to (i) ensure prudent and effective management of the Funds; (ii) enable the successful completion of the Project and the timely identification of risks to the completion of the Project; and (iv) to address the identified risks.

(d) shall report on the specific expenditures according to established expectations as set out in this Agreement (as per Schedule "B");

2.4 ***Supporting Documentation.*** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

3.1 ***Term.*** The term of the Agreement shall commence on the Effective Date of April 1, 2013 and shall expire on the Expiry Date of March 31, 2015, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 ***Funds Provided.*** The Ministry shall:

(a) provide the Recipient Funds up to the Maximum Funds for the purpose of carrying out the Project as specified in Schedules "A" and "B";

(b) provide the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule "B"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 ***Limitation on Payment of Funds.*** Despite section 4.1:

(a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

(b) for Funding Year 2, the Ministry's payment of Funds is conditional on the Recipient:

(i) Complying with the terms and conditions of the Agreement, including enhancing its operations, governance and accountabilities on an ongoing basis; and

(ii) submitting the Financial Reports in accordance with the requirements of Schedules "C" , "D", and "E" respecting the use of Funds for the applicable Funding Year;

(c) the Ministry is not obligated to provide Funds until it is satisfied with the Reports;

(d) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and

(i) if the Recipient identifies that the Funds for the Funding year are not expected to be used for the Funding purposes, the Ministry may reallocate the Funds as it sees fit; or

(ii) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:

(a) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(b) terminate the Agreement pursuant to section 13.1.

4.3 ***Use of Funds and Project.*** The Recipient shall:

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws

related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with Budget, as approved by the Ministry.

4.4 ***No Changes.*** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry.

4.5 ***Interest Bearing Account.*** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 ***Interest.*** If the Recipient earns any interest on the Funds:

(a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.7 ***Maximum Funds.*** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 ***Rebates, Credits and Refunds.*** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

5.1 ***Acquisition.*** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

6.1 ***No Conflict of Interest.*** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 ***Conflict of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 ***Disclosure to Ministry.*** The Recipient shall:

(a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

ARTICLE 7 -- REPORTING, ACCOUNTING AND REVIEW

7.1 ***Preparation and Submission.*** The Recipient shall:

(a) submit to the Ministry at the address provided in section 18.1, Reports, as set out in Schedules "D" and "E", in accordance with the requirements and timelines set out in Schedule "C";

(b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 ***Record Maintenance.*** The Recipient shall keep and maintain:

(a) all audited financial records (including invoices) relating to the Funds for each reporting period (i.e., April 1 to March 31) or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project for each reporting period (i.e., April 1 to March 31) or otherwise to the Project in a manner consistent with generally accepted accounting principles.

7.3 ***Inspection.*** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's

expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 ***Disclosure.*** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a timely manner and in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.

7.5 ***No Control of Records.*** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

7.6 ***Auditor General.*** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 – CREDIT AND PUBLICITY

8.1 ***Acknowledge Support.*** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

> ***"This Project has been made possible by a grant from the Ministry of Community Safety and Correctional Services."***

8.2 ***Announcement.*** The Ministry reserves the right to make the initial public announcement. The Recipient shall not announce the receipt of (or the expectation to receive) the Funds until after the Ministry's public announcement.

8.3 ***Prior Written Approval.*** The Recipient agrees to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

8.4 ***Publication.*** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 ***FIPPA.*** The Recipient acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 -- INDEMNITY

10.1 ***Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 -- INSURANCE

11.1 ***Recipient's Insurance.*** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars ($5,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insurers with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation, termination or material change.

11.2 ***Proof of Insurance.*** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

12.1 ***Termination on Notice.*** The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days' Notice to the Recipient.

12.2 ***Consequences of Termination on Notice by the Ministry.*** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project, and:

(i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

(ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

13.1 ***Termination Where No Appropriation.*** If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 ***Consequences of Termination Where No Appropriation.*** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 ***No Additional Funds.*** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 ***Events of Default.*** Each of the following events shall constitute an Event of Default:

(a) in the opinion of the Ministry, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; and/or

(iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(d) the Recipient ceases to operate; and

(e) an event of Force Majeure that continues for a period of 60 days or more.

14.2 ***Consequences of Events of Default and Corrective Action.*** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

(a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Ministry determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further installments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or

(i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 ***Opportunity to Remedy.*** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 ***Recipient not Remedying.*** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 ***When Termination Effective.*** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

15.1 ***Funds at the End of a Funding Year.*** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry will require the return of the unspent Funds by April 15 immediately following the end of the funding year.

ARTICLE 16 -- FUNDS UPON EXPIRY

16.1 ***Funds upon Expiry.*** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

17.1 ***Debt Due.*** If:

(a) the Ministry demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

17.2 ***Interest Rate.*** The Ministry may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Ministry of Ontario on accounts receivable.

17.3 ***Payment of Money to Ministry.*** The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

18.1 ***Notice in Writing.*** Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

To the Ministry:
Ministry of Community Safety and Correctional Services
External Relations Branch
Public Safety Division
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention:
Mike Zimmerman
Manager, Public Safety Projects
E-mail: mike.zimmerman@ontario.ca

To the Recipient:
OSPCA
16586, Woodbine Avenue
Newmarket ON L3Y 4W1

Attention:
Kate MacDonald
Chief Executive Officer, OSPCA
E-mail: kmacdonald@ospca.on.ca

18.2 ***Notice Given.*** Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or

(b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 ***Postal Disruption.*** Despite section 18.2(a), in the event of a postal disruption:

(a) notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 – CONSENT BY MINISTRY

19.1 ***Consent.*** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 – SEVERABILITY OF PROVISIONS

20.1 ***Invalidity or Unenforceability of Any Provision.*** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 – WAIVER

21.1 ***Waivers in Writing.*** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

22.1 ***Parties Independent.*** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 ***No Assignment.*** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

23.2 ***Agreement to Extend.*** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 – GOVERNING LAW

24.1 ***Governing Law.*** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

24.2 ***BPSAA.*** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

25.1 ***Agreement into Effect.*** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 -- CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 ***Force Majeure.*** Subject to section 26.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 ***Force Majeure Includes.*** Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 ***Force Majeure Shall Not Include.*** Force Majeure shall not include:

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 ***Failure to Fulfil Obligations.*** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a

breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

27.1 ***Survival.*** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

28.1 ***Schedules.*** The Agreement includes the following schedules:

(a) Schedule "A" – Project Description;

(b) Schedule "B" – Budget and Schedule of Payments;

(c) Schedule "C" – Reporting Timeline;

(d) Schedule "D" – Interim Reconciliation Report Template;

(e) Schedule "E" – Annual Reconciliation Report Template;

(f) Schedule "F" – OSPCA Training Program;

(g) Schedule "G" – Performance Measures.

ARTICLE 29 -- FURTHER FUNDS

29.1 ***Further Funds.*** It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

30.1 ***Inspection.*** The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

31.1 ***Management Board Approval.*** This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

32.1 ***Joint and Several Liability.*** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.

32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

33.1 ***Rights and Remedies Cumulative.*** The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 34 -- ENTIRE AGREEMENT

34.1 ***Entire Agreement.*** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 ***Modification of Agreement.*** The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

35.1 ***Other Agreements.*** If the Recipient:

(a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency(a "Failure");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minster of Community Safety and Correctional Services

27 août 2013

Madeleine Meilleur
Minister,
Ministry of Community Safety & Correctional Services

Date

August 19, 2013

Rob Godfrey
Chair, Board of Directors,
OSPCA

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"
PROJECT DESCRIPTION

1. PROJECT DESCRIPTION AND PURPOSE OF PROJECT

The Funds provided by the Ministry shall be used by the Recipient to deliver long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA. This includes:

- Increasing resources (e.g., supply of money, materials, staff, and/or other assets) of the OSPCA's current inspectorate to ensure province-wide, effective, efficient and sustainable compliance and enforcement of the OSPCA Act;
- Implementing a special investigations squad with responsibility for conducting investigations requiring specialized expertise and additional resources, e.g. puppy mills, incidents with captive exotic animals and agriculture-sector investigations;
- Developing and maintaining a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry will enable the OSPCA to conduct proactive inspections of these facilities;
- Working with other organizations to determine a process and roles for regular inspections of zoos and aquariums and any other premises used to keep captive animals for exhibit or entertainment;
- Conducting animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training to the aforementioned special squad of investigators;
- Establishing and staffing a centralized 24-hour call centre, which includes after-hours response and triaging of calls (i.e., assessing whether the call identifies that an animal is in distress or immediate distress, sorting requests for service based on their need or likely benefit from immediate animal welfare law enforcement services, and assigning those requests for service to the appropriate OSPCA Branch or Affiliate);
- Developing strategies and programs to enhance compliance and enforcement of the OSPCA Act in Northern Ontario; and
- Developing and implementing outreach to First Nation communities to promote and support enhanced animal welfare.

Furthermore, the Recipient will:

- manage the transition to a centrally administered inspectorate, which will allow the Chief Inspector to:
    - Maintain central reporting of investigators by developing a Memorandum of Understanding (MOU) with the Affiliates to establish the Chief Inspector's authority over investigators, including those employed by the Affiliates that signed the MOU;

- Deploy investigators throughout the Province as the Chief Inspector deems appropriate.

- establish and maintain a contingency fund to cover extraordinary costs such as those associated with obtaining expert advice and extraordinary animal removal and care costs. The Recipient shall not use any of the Funds provided under this Agreement to establish the contingency fund referred to above. The account will be maintained at $325,000 as per the recommendation in the Analytical Report prepared by Daniell and Associates in January 2013.

- implement the following, additional changes by March 31, 2014:
  - Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all OSPCA Board of Directors meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity;
  - Develop and implement a third-party review process for unresolved public complaints to be established and funded by the Recipient.

- Engage in preliminary discussion with the Association of Municipalities of Ontario (AMO) and the City of Toronto regarding the concept of authorizing municipal officers to enforce the OSPCA Act.

2. DELIVERABLES

Deliverable	Year 1	Year 2
	Enforcement	
Province-wide coverage	• Continual enhancements to province-wide coverage through protocols developed and applied to the current branch/affiliate system. • Ongoing enhancements to province-wide coverage through results of a strategy for Northern Ontario and other underserviced areas. • Review of initial implementation to help plan for future improvements.	• Province-wide coverage, i.e., complaints and information from anywhere in the Province responded to within a timeframe that will not cause an animal to be in distress, or create additional distress.
24-hour call centre	• Develop/implement public awareness campaign to raise awareness regarding the current toll-free number. • Develop plan to roll out 24-hour call centre. • Determine number of people necessary for call centre operation. • Research the use of 310 numbers. • Develop protocols for: o assessing whether the call identifies that an animal is in distress or immediate distress; o sorting requests for service based on their need or likely benefit from immediate animal welfare law enforcement services; and	• Full implementation and participation of all OSPCA Branches and Affiliates in the 24-hour call centre. • Completion of the public awareness campaign. • Review the complaints received, amount that required emergency response. • Review the statistics of complaints received, amount that required emergency

	o assigning those requests for service to the appropriate OSPCA Branch or Affiliate. • Develop a one-week training course specific for dispatchers. • Determine rotation of staff and equipment necessary to implement. • Test the 24-hour call centre. • Ensure there are adequate resources to support a 24-hour call centre. • Collect statistics on complaints received, and the turn-around time in responding. • Develop criteria for an emergency response.	response. • Review the process for efficiency and effectiveness. • Recommend and implement any required improvements as a result of this review.
Management of centralized inspectorate	• Determine the responsibilities within an MOU for the purposes of appointment under the OSPCA Act. • Develop an MOU to establish Chief Inspector's authority over investigators. • Sign MOU with all Affiliates agreeable to the terms and conditions of the MOU. • Seek amendment of the OSPCA's Bylaw(s) to reflect the terms of the MOU as necessary.	• Full implementation of the centralized inspectorate, i.e., o Central reporting of investigators; o Deployment of investigators throughout the Province; o Province-wide service delivery without service gaps.
Alternate service delivery (ASD)	• Preliminary discussions with AMO and the City of Toronto regarding the potential authorization of municipalities to enforce the OSPCA Act. • Identify all required steps to accommodate appointments of non-OSPCA/affiliate-employed investigators, including the development of a MOU that may be used if entering into enforcement arrangements with municipalities. • Assess and identify resources, gaps in coverage and underserviced areas. • Develop protocols for situations where an animal is found to be in immediate distress and OSPCA are not promptly available. • Consult with stakeholders identified by the OSPCA at the end of year one of this agreement to discuss the enforcement needs within their communities.	• Implement response protocols and identify potential alternate service delivery models where appropriate • Begin the planning process for further growth in coverage and service.
Investigator training (see Schedule F for further details)	• Ongoing delivery of comprehensive investigator training program. Note: current and ongoing investigator training will be carried out in accordance with Schedule F to this agreement. • Hire a dedicated Training Officer. • Collaborate with Ontario Ministry of Agriculture and Food (OMAF), Ministry of Rural Affairs (MRA) and Campbell Centre for the Study of Animal Welfare (CCSAW) to develop equine training and finalize the lessons on alternative species incorporated in this training into the current livestock training	• Every appointed investigator will have completed the comprehensive training curriculum as defined in year.

	program to increase to two full weeks. • Develop an additional one-week, in-stable, equine training to enhance skill development. • Roll out extended livestock training. • Standardize training to ensure consistency across the Province. Make the training mandatory for all investigators. • Review the coaching program at OPC for Inspectors.	
	Special Investigations Squad	
Staffing / Specialized training	• Each identified investigator is required to have successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Establish the structure of the squad and post resulting positions. • Identify the number of investigators to fulfill the specialized roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Also identify whether these are new employees or from the current complement. • Identify and develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management.	• Ensure each investigator successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Provide ongoing training, including additional specialized training opportunities, refreshers and updated training.
Zoo/aquarium inspections	• Dedicate the 2 current investigators with appropriate training to zoo/aquarium inspections. • Hire 2 additional zoo/aquarium investigators. • Identify and train the additional investigators. • Collaborate with other organizations to develop training and a process for inspection. • Start the proactive inspection of facilities that sign up for the registry (as per current authority under Section 11.4 of the Act). • Identify non registered zoos/aquariums and establish a schedule for inspections. • Implement a strategy to identify and prioritize zoos/aquariums of concern, and conduct a minimum of 50 inspections in Year 1.	• Establish the regimen for an ongoing annual cycle of inspections. • Complete at least 2 regular inspections of each Ontario facility that keeps animals for exhibit and entertainment. At least 1 inspection in season and at least 1 inspection in the off season.
Zoo/aquarium registry	• In partnership with the Ministry's Communications Branch, develop messaging to announce the registry and promote the benefits of voluntary registration. Target both the facilities that are already displaying animals for exhibit and entertainment, as well as those that intend to do so in the future. As part of that announcement,	• Have a full complement of data for every registered zoo and aquarium within the Province, including but not limited to: o Contact information; o Full animal inventory,

	encourage all facilities that display animals for exhibit and entertainment (or intend to do so in the future) to voluntarily register with the OSPCA. • Develop a registry. • Collaborate with other organizations (including members of the Canada's Accredited Zoos and Aquariums (CAZA) to determine what information should be collected for the registry. • At minimum, collect the following information from facilities that registered: o Contact information; o Full animal inventory, e.g., number and types of species held, age and gender, etc.; o Disposition plan; o Whether or not the facility employs a resident veterinarian; o Euthanasia policy; and, o Breeding program. • Share this information with other agencies (e.g., CAZA) to determine what other data may be necessary to collect and what specialized training would be beneficial. • Continue to collect data through unannounced inspections of unregistered zoos / aquariums. • Identify facilities that intend to be used to display animals for exhibit and entertainment in the future, and: o Make contact with these facilities to ensure animal welfare issues are adequately addressed. o Capture their pertinent information in the registry (e.g., contact information, animal inventory).	e.g., number and types of species held, age and gender, etc.; o Disposition plan; o Whether or not the facility employs a resident veterinarian; o Euthanasia policy; and, o Breeding program.
Contingency Fund	• Establish an annual contingency fund in the amount of $325,000 (in keeping with the recommendation in the Daniell and Associates Analytical Report) to be used for extraordinary expenditures including unusual or lengthy investigations, (large animal seizures/removals, puppy mills, incidents involving exotic animals, species specific expertise as required, veterinary care and boarding). • Draw from this fund as needed throughout the year and track and report on total expenditures. • Replenish the fund as needed to bring it back up to $325,000. Note the contingency fund cannot be replenished with the any portion of the Funds provided as part of this Agreement.	• Same as Year 1

	Special Initiatives	
Northern Ontario (i.e., north of Thunder Bay) strategy	• Identify project staff and initiate planning for Northern Ontario strategy. • Northern Ontario strategy completed and stakeholder consultations with Northern communities conducted (excluding consultation with Thunder Bay). • Consult with Ministry on the Northern Ontario strategy.	• Implement new service delivery model and delivery of services identified as important to communities in Northern Ontario. • Consult with northern communities and measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
First Nations outreach	• Identify project staff and initiate planning for First Nations outreach strategy. • Identify the First Nation communities that will participate in the consultations. • Draft plan completed. • Consultations with the relevant First Nations communities conducted. • Humane Education efforts such as community outreach and new agent training offered to the interested First Nations communities. • Explore extending call centre /dispatch support to interested First Nations communities, and identify the First Nations communities that have expressed an interest.	• Implement education programs, including programs targeting youth, to enhance animal welfare in First Nation Communities, e.g., by promoting the benefits of Spay/Neuter. • Consult with First Nations communities / band councils to measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
	Governance / accountabilities	
Provincial representative to the OSPCA	• Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all board meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity.	• Representative of the Ministry at all OSPCA Board meetings, meetings of the board's Allocations Committee, and the OSPCA AGM.
Third-party review process for unresolved public complaints	• Review current public complaints process. • Identify and implement a 3rd party process for dealing with unresolved complaints. • Formalize and communicate to all inspectors and agents the new process of handling unresolved complaints, and implement the process. • Communicate the new process to the public and stakeholders, e.g., via the OSPCA's public facing website.	• Review and evaluate the new complaints process to determine the trend of complaints. • Develop training to address those trends to prevent similar complaints in the future. • Implement the training. • If unique incidents occur that are not accounted for as part of the training curriculum,

		take appropriate action and update the training as may be required.
Information sharing and reports	• See Schedules "C", "D", "E", and "G".	• See Schedules "C", "D", "E", and "G".

SCHEDULE "B"
BUDGET AND SCHEDULE OF PAYMENTS

1. **BUDGET**

The Funds the Ministry is providing the Recipient shall be used by the Recipient to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

The Maximum Funds payable by the Ministry to the Recipient under this Agreement shall be Eleven Million Dollars ($11,000,000.00).

The Ministry shall provide the Recipient with up to Five Million Five Hundred Thousand Dollars ($5,500,000.00) per Funding Year.

NOTE: the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1. Furthermore, the individual allocations as described in the table(s) below are subject to change by recommendation of the OSPCA Board of Directors Allocations Committee (Committee), and upon the Ministry's approval (who will sit on the Committee).

The following table outlines the budget for Year 1.

Description	Budget (Year 1)
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and	$200,000

aquarium within the Province of Ontario	
Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated	$300,000
Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated	$200,000
Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls	$300,000
Total	$5,500,000

The preliminary budget for Year 2 is outlined below. The Budget for Year 2 will be discussed with the Recipient following the Ministry's receipt of the Interim Reconciliation report, and further adjustments could be made. The final budget for Year 2 will be subject to approval by MCSCS.

Description	Preliminary Budget (Year 2)
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and aquarium within the Province of Ontario	$200,000

Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated	$300,000
Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated	$200,000
Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls	$300,000
Total	$5,500,000

2. ELIGIBLE EXPENSES

The money spent to ensure province-wide coverage and establish the regimen for zoo/aquarium inspections may be used for:

- Salaries of investigators, including benefits/overtime (OT)
- Investigation-related expenses including travel, overtime and equipment
- Related information technology (IT) including hardware and dedicated software
- Salaries of dedicated support staff
- Establishing offices/ shelters (and paying for related costs), vehicles for front-line staff, and other direct operating expenses (ODOE), excluding land costs

The money spent to establish the zoo/aquarium registry may be used for:

- Salaries of staff (including benefits/OT) involved in the registry's development, the roll-out of the associated communications strategy, and ODOE as may be required
- Related infrastructure costs such as offices (and paying for related costs), vehicles for front-line staff and equipment
- Related IT costs including hardware and dedicated software
- Development and maintenance (e.g., any licensing/hardware costs) of the resulting database
- Salaries of any front-line staff involved in maintaining/operating the database

The money spent on Training may be used for

- Delivery of comprehensive investigator training program
- Delivery of additional specialized training, refreshers and updated training
- Delivery of appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management
- Salary of the Dedicated Training Officer (including benefits/OT)

- Development/delivery of one-week, in-stable, equine training to enhance skill development
- Roll out extended livestock training
- Related IT costs including hardware and dedicated software, and ODOE as may be required

The money spent to develop a 24-hour call centre and response strategy may include:

- Salaries of front-line staff involved (including benefits/OT)
- Related infrastructure costs such as offices (and related costs) and equipment, excluding land costs
- Specialized training
- Related IT costs including hardware and dedicated software
- Communications strategies to inform the public, police and other stakeholders of the 24-hour service

The money spent to develop a strategy for Northern Ontario may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs), vehicles for front-line staff or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform the public

The money spent to develop a strategy for First Nations Outreach may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime, vehicles for front-line staff and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs) or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform First Nations about the strategy

All other items are not eligible unless approved by the ministry

3. SCHEDULE OF PAYMENTS

In Year 1, the first payment of Funds of up to Three Million Three Hundred Thousand Dollars ($3,300,000.00) will be made upon the execution of the Agreement.

A second payment of Funds of up to Two Million Two Hundred Thousand ($2,200,000.000) will be provided to the Recipient upon:

- the Ministry's review of the Interim Report that satisfies the Ministry that the Recipient is in compliance with the terms and conditions of the Agreement, including:

- enhancing its operations, governance and accountabilities on an ongoing basis;
- meeting the performance measures as outlined in Schedule "G"; and
- providing the required audited financial statements pertaining to relevant expenditures in Year 1.

In Year 2 the Ministry's payment of Funds is conditional on the Recipient's:

- Compliance with the terms and conditions in Year 1, including enhancing its operations, governance and accountabilities on an ongoing basis; and
- Timely submission of the Reconciliation Report (i.e., by March 1, 2014) in accordance with the requirements of Schedules C & D, respecting the use of Funds for the previous Funding Year;
- On-going reporting that demonstrates the Recipient is meeting the performance measures detailed in Schedule "G"

Provided these conditions are met, funding in Year 2 will be provided as follows: 60% upon the completion of the fully executed contract and 40% upon submission of the year-end Reconciliation Report.

4. RETURN OF FUNDS

The Recipient shall return to the Ministry any Funds that it has not spent in accordance with this Agreement by April 15, immediately following the end of each Funding Year. The cheque must be made payable to the Minister of Finance.

SCHEDULE "C"
REPORTING TIMELINE REGARDING THE RECONILIATION REPORT

In accordance with Article 7 of the Agreement, the Recipient shall provide the Ministry with:

(a) Year 1
   i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2013.
   ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2014.

(b) Year 2
   i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2014.
   ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2015.

An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the year-end Reconciliation Report. As the Ministry must review and analyze the Reconciliation Report on a timely basis, the importance of submitting it on its due date cannot be overestimated.

SCHEDULE "D"
INTERIM RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	*Commencement Date: April 1, [Year 1 - 2013; Year 2 -2014)* *Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]*
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	*Name and Title of Contact:* Kate MacDonald *Email:* kmacdonald@ospca.on.ca

To be completed by December 1, 2014 (for Year 1); December 1, 2015 (for Year 2):

Funding Requested			$
Total Funding Approved and provided to the Recipient			$
	From	To	
TOTAL Expenditures	*Year 1 – April 1, 2013* *Year 2 – April 1, 2014*	*Year 1 - December 1, 2014* *Year 2 – December 1, 2015*	$

*Note: Itemized expenditures totalling the amount shown above, **including copies of audited financial statements**, shall be submitted by the* Recipient *on a separate spreadsheet no later than December 1, of each funding year. The* Recipient *shall include projected expenditures for the period December 1 to December 31, of each year.*

Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.

Balance Remaining as of December 1, *[Year 1 - 2014; Year 2 - 2015]* $

Performance Measures – Please report back on the specific performance measures as outlined in Schedule G.

Authorized Signatory for Recipient:

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.

Signature	Name	Title	Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "E"
FINAL RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	*Commencement Date: April 1, [Year 1 - 2013; Year 2 -2014)* *Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]*
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	*Name and Title of Contact:* Kate MacDonald *Email:* kmacdonald@ospca.on.ca

To be completed by March 1, 2014 (for Year 1); March 1, 2015 (for Year 2):

Funding Requested			$
Total Funding Approved and provided to the Recipient			$
	From	To	
TOTAL Expenditures	*Year 1 – April 1, 2013* *Year 2 – April 1, 2014*	*Year 1 – March 31, 2014* *Year 2 – March 31, 2015*	$

Note: Itemized expenditures totalling the amount shown above, including copies of ***audited financial statements,*** *shall be submitted by the* Recipient *on a separate spreadsheet no later than December 1, of each funding year. The* Recipient *shall include projected expenditures for the period December 1 to December 31, of each year.*

Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.

Balance Remaining as of March 31, *[Year 1 - 2014; Year 2 - 2015]* $

Performance Measures – Please report back on the specific performance measures as outlined in Schedule G.

Authorized Signatory for Recipient:

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.

Signature	Name	Title	Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "F"
OSPCA TRAINING PROGRAM

For the purposes of enforcing the *OSPCA Act* or any other act or law in force in Ontario pertaining to the welfare of, or the prevention of cruelty to animals, every inspector and agent trained and appointed by the OSPCA goes through extensive training and mentoring programs to ensure their safety and those of the public while they perform their duties.

While inspectors and agents have equal authority under the *OSPCA Act*, operationally inspectors are more senior investigators, with several years of field experience. All new Inspectors are provided with additional training to aid in conflict resolution, supervisory training and human resources training.

OSPCA training employs senior OSPCA staff and professional consultants who specialize in various types and levels of law enforcement training. In 2013/14 the OSPCA intends to hire a dedicated training officer to oversee all training programs in the Province of Ontario.

Candidates for agent training are expected to complete an on-line course, prior to entering the training program. They must complete this 40-hour course one month prior to the exam, and are provided with the subsequent training only if they pass the written exam. If the applicant does not pass the written portion of the exam, no further training will be provided to that applicant. After a potential agent passes the written exam, they will then be given three weeks (15 working days) of subsequent training to become an Agent of the OSPCA and in addition will continue to receive support and guidance, as well as subsequent refresher training, on an ongoing basis.

In addition, the OSPCA will ensure that inspectors and agents are provided with the most current methods of training by encouraging attendance at training programs offered by other jurisdictions. This will ensure timely information on investigative and safety techniques can be conveyed to its inspectors and agents; and will ensure OSPCA inspectors and agents are up-to-date in current practices.

The OSPCA continues to expand and enhance training beyond the classroom. On-the-job mentoring of new agents continues to be an integral part of the overall training program and invaluable to ensure the safety and performance of new agents. These training programs ensure that the OSPCA continues to take a proactive approach to the safety of inspectors and agents. Personal safety training, as well as first aid and CPR training for all field personnel, enables inspectors and agents to have the best possible protection in various circumstances they may face while on duty.

To ensure first aid and CPR training is a requirement for all Inspectors and Agents, the OSPCA will continue to use the dedicated training officer to train all agents and inspectors. This will ensure all inspectors and agents in Ontario receive this lifesaving training and are current through renewal training.

The key curriculum components and objectives for this enhanced training program follow, entitled "Agent Training Program" and "Inspector Training Program".

The OSPCA has continually refined and enhanced the new Agent training, and this improvement continues to result in better trained, and in appropriate instances, more highly specialized and prepared field personnel.

These improvements will ensure the Province of Ontario has improved animal protection services in the areas of:

- more prepared inspectorate, who through the specialized four weeks of training, mentoring program, and compulsory refresher training, are better prepared to deal with cruelty investigations;
- oversight of a dedicated training officer to ensure consistency in training provincially;
- more highly trained inspectorate to ensure safer working conditions;
- safe and effective management of major investigations; and,
- enhanced support to police and prosecutors.

Support to Affiliates

The OSPCA will continue to enhance training support to Affiliates by way of addressing:

- training-related costs incurred; and,
- training that ensures inspectors and agents who are employed by affiliates can operate as effectively and safely as possible.

Agent Training Program

Prospective agents must:

- complete the agent application form;
- comply with the Society's by-laws;
- obtain a recent police clearance;
- obtain a recent driver's license abstract;
- submit a detailed résumé that includes current references;
- be interviewed prior to selection for training; and,
- successfully complete 40-hours of on-line training and a written exam prior to acceptance into the 20-day training program.

The Agent Training Program was expanded in 2009 from a ten-day course to a fifteen-day course of in-class training as well as forty hours of on-line studies that cover general knowledge pertaining to animal cruelty investigation. After completion of the on-line course and fifteen days of classroom and hands-on training, agents undergo the Orientation Phase of their training and are placed on a six-month probationary period, where they continue their training and conduct investigations while being mentored by an inspector or experienced agent. After the Orientation Period is complete, an additional two days of review is required.

Upon successful completion of the review, the Agent has the ability to conduct animal cruelty investigations.

The following is the current four week training program:

Week 1 (FIRST 40 HOURS)

Online Training:
The first week of training, candidates are given 30-days to complete the 40-hours of on-line training and write an exam based on the contents of the on-line course.
Course content:

- introduction to criminology, law and crime;
- justice system, role, structure and responsibilities;
- charter of rights and freedoms;
- notebook introduction, note taking and report writing;
- statements;
- diversity;
- introduction to investigative interviewing;
- burden of proof and the offence;
- rules of evidence;
- court preparation; and,
- investigative defences.

Week 2 – Academic Component

Skills for Investigators:
Course content:

- detailed review of note taking and report writing;
- statement formatting;
- investigative interviewing techniques including cognitive interview techniques, probing questions; and non-verbal indicators of deception;
- memory techniques and the unreliability of eye witnesses;
- indictment and proving the offence;
- crime scene management;
- rules of evidence; and
- court preparation including "will says" and "can says".

Introduction to the OSPCA:

- detailed review of the OSPCA Act;
- review of other laws and associated agencies;
- rights of entry and preparation of warrants; and
- recognizing disease and distress in animals.

Week 3 – Livestock Component:

- livestock care and husbandry presented by the University of Guelph Centre for the Study of Animal Welfare, the Ministry of Agriculture and Food, and the Ministry of Rural Affairs.

Week 4 – Practical Component:

- mock investigation;
- mock trial;
- defensive tactics and tactical communication;
- bite stick, animal repellent spray, and puncture resistant vest training;
- safe driving, equipment and Workplace Hazardous Materials Information System (WHMIS) orientation; and,
- final exam.

Inspector Training Program

Prospective inspectors must have:

- successfully completed the four week new agent training program;
- been appointed full-time agents for a minimum of four years;
- be in good standing with respect to all related requirements and recertification; and,
- completed an interview prior to selection for training.

NOTE: there are higher standards for the Inspector Training Program than in previous years. Potential inspectors are now required to complete various components offered in the Agents Training Program as well as having a minimum of four years of field experience as a full-time agent with the OSPCA. Inspector training will now focus on human resources issues including detailed review of labour laws, training for supervising staff and managing work units, detailed review of Worker's Safety Insurance Board (WSIB) legislation and regulations, and WHMIS training and certification. More focus on dealing with the public will be offered including training in conflict resolution, managing work groups, team building, and stress management.

The Inspector Training Program is provided when qualified individuals apply and are approved for the training.

Specialized Training Program

OSPCA will develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management.

OSPCA will identify the 12 dedicated officers to fulfill the roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Each identified officer will have successfully concluded a minimum of 4 courses identified as a requirement for enhanced

training of the special investigations squad. Every year an assessment will be done on the trends in policing and new courses will be added to the curriculum for the specialized investigations squad.

Timelines

The estimated training programs and associated schedules are as follows:

Training Program	Date	Location
New Agent Training Program	May-September	Newmarket
New Inspector Training Program	June	Newmarket
Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Recertification for Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Defensive Tactics and Tactical Communication (3 Levels)	On-going	The 3 levels will be presented separately and be held regionally across the Province
Investigative Techniques (4 Modules)	On-going	The 4 modules will be presented separately and be held regionally across the Province
Agent Refresher Training Program	On-going	Regionally across the Province
Inspector Training Conference Session	June	Rama Township
First Aid Training Program	On-going	Regionally across the Province

Outcomes

The goal of this cruelty investigation training program is to improve the level of training provided to inspectors and agents of the Ontario SPCA and its Affiliates.

The various programs and initiatives detailed above are designed to achieve the following outcomes:

- The OSPCA will employ a full time dedicated training officer to oversee all training throughout the Province of Ontario, including ensuring that the training curriculum remains current, relevant and comprehensive.
- The OSPCA will continue to improve its inspector and agent cruelty investigation training program.
- The OSPCA will enhance the professionalism of its inspectors and agents.
- OSPCA agents and inspectors will be prepared and available to carry out their authority under the OSPCA Act effectively.

- OSPCA agents and inspectors will be well prepared to undertake specialized investigations including those involving zoos and aquariums and puppy/kitten mills, as required.

SCHEDULE "G"
PERFORMANCE MEASURES

Deliverables	Year 1 Performance Measures	Year 2 Performance Measures
Province-wide coverage	Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved. Identify the means by which you have delivered law enforcement services in areas of concern, including: • Peel Region, Toronto, Durham Region, Norfolk County, Grey and Bruce Counties, Lanark County, and Northern Ontario (i.e., north of Thunder Bay). Specify any changes that are being made to help plan for future improvements.	Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved. Specify any changes that are being made help plan for future improvements.
24-hour call centre	Report on the status of each of the Year 1 deliverables identified in Schedule A. Have you completed all you have set out to do? If not, why not? Describe in detail the 24-hour call centre's organization and operations, including rotations, hours, scope, protocols and training. Also describe the use of 310 numbers, including any challenges and opportunities associated with its usage. Identify the number of complaints and/or tips received by (a) the 24-hour call centre and (b) the Affiliates, and what number/percentage of those complaints and/or tips was responded to. What was the average response time for (a) the 24-hour call centre and (b) the Affiliates? What was the clearance rate for a) the 24-hour call centre and (b) the Affiliates? If calls from across the Province are not being responded to, please explain why they are not being responded to, and identify the steps being taken (or will be taken) to ensure that all calls are responded to by the end of Year 2.	Identify the number of complaints and/or tips received from across the Province, and what number/percentage of those complaints and/or tips was responded to. Identify the improvement from Year 1. What is the average time to respond to a call? Did response times vary by geographical area? Identify the number of dropped calls (i.e., abandon rate). Detail any improvements that are required and how and when the OSPCA will implement these. Describe in detail any significant changes to the centre's organization and operations since year 1.
Management of centralized	Provide the Ministry with the text of the MOU and identify the parties who are subject to the MOU.	Confirm the number and percentage of total investigators who are reporting centrally to the

Inspectorate	Explain how province-wide service delivery will be accomplished. Identify the relevant By-law(s) the OPSCA has amended and/or altered to reflect the conditions of the MOU. Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring. 1) What are the remaining service gaps, if any, and how are they being addressed?	Chief Inspector. Detail the extent to which the Chief Inspector has deployed them strategically throughout the Province. Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring. Identify any employees that were hired to ensure province-wide service delivery. Confirm there are no remaining service gaps. If gaps remain, how are they being addressed?
ASD	Identify the municipalities that have had discussions with the OSPCA on ASD models. Specify when and with whom these discussions occurred. Detail required resources and gaps in coverage, by municipality. Provide detailed information about the proposed ASD arrangement, including how it would be expected to work, which municipal jurisdictions are expected to participate, and any protocols to be followed (both by the OSPCA and by the municipalities). Also identify any required by-law or legislative amendments that might be required to support the ASD arrangement.	Confirm the necessary changes you have made that would enable any proposed ASD. Provide a list of the participating jurisdictions. Discuss the planning for further growth in coverage and service.
Investigator training, including Specialized Investigations training	Identify the number of agents and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy. Identify which investigators have received special training, what training they have received, and when the training occurred. Provide the name and qualifications of the dedicated Training Officer. Provide the revised livestock training program curriculum, including equine training and lessons on alternative species, as sanctioned by OMAF/MRA and CCSAW. Demonstrate and confirm that the training is now mandatory for all investigators.	Identify the number of agent and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy. Explain why specialized training is required in some instances. Provide details of training enhancements and continual improvements.

	Detail the results of the review of the OPC coaching program OPC for Inspectors. Did the program require any changes? If so, what corrective actions did you take?	
Special investigations squad	Identify the number of investigators who have received specialized training and are designated to the special investigations squad to deal with zoos and aquariums, agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns. Specify whether you established one specialized investigative squad to deal with all specialized investigations, or whether you have created multiple squads with different subject matter expertise. Detail the structure of the squad, including what the specific roles are and what training has been provided. Provide information on activities of the special investigations squad including data on all squad inspections and investigations.	Provide an update on the makeup and activities of the special investigation squad. Develop a succession plan to maintain continuity of operations.
Zoo/aquarium inspections	Identify the members of the special investigations squad of animal welfare enforcement investigators with responsibility for proactively inspecting zoos and aquariums. Name the employees you have hired, and identify how many more, if any remain to be hired. Identify when hiring will be complete. Specify the training and inspection process that you have developed with input from other organizations. Identify the type and cost of any specialized equipment you needed to procure. Provide the schedule of inspections and include your methodology for identifying and prioritizing inspections. Identify the number of inspections conducted by the special investigations squad, including who was inspected, when/how they were inspected, any concerns identified and any remedial measures taken or being taken.	Identify the number of annual inspections conducted by the special squad, including who was inspected, when, how they were inspected, whether the inspections were scheduled or unannounced, any concerns identified and any remedial measures taken or being taken. Demonstrate your success in meeting the target of conducting one in-season inspection and one off-season inspection of every zoo/aquarium in the Province. Identify the nature and length of each inspection. Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).

	Demonstrate that you have met the target of a minimum of 50 inspections by the end of Year 1. Identify the nature and length of each inspection. Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).	
Zoo/aquarium registry	Provide a copy of your message regarding the registry. Detail by organization what information they want tracked during the initial inspection. Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment whose contact information you have captured in the registry. What other information have you captured? Provide the registry, including the names of the organizations that have registered and information pertaining to their operations. Demonstrate this information has been shared and with whom, and when.	Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment for whom you have captured the full complement of data, including: o Contact information o Number and types of species held o Disposition plan o Whether or not there's a resident veterinarian o Euthanasia policy o Breeding program
Northern Ontario strategy	How many consultations have you conducted and where did these occur? Who was consulted? Outline the model for service delivery in Northern Ontario.	Identify the number of requests for service received in Northern Ontario, including what percentage of those requests was responded to, and how were they responded to.
Contingency Fund	Demonstrate that the contingency fund ($325,000) has been established. If it was used, specify how/why and how much.	Demonstrate that the Contingency Fund ($325,000) has been maintained and replenished from the year before, as may be necessary.
First Nations outreach	How many consultations have you conducted? Who was consulted? Outline the model for service delivery in First Nations communities. Have you implemented Humane Education efforts such as community outreach and new agent training? Have you extended call centre /dispatch support to interested First Nations communities.	Detail the steps taken to implement education programs in First Nations communities to enhance animal welfare. Specifically, describe the programs that educate the Youth about the actions that need to be taken to keep animals in good health, and about the actions that need to be taken to help control the pet population, i.e., Spay/Neuter. Who participated in the programs? What where the successes; and what were the challenges? Identify any Spay Neuter and Youth Programs that were implemented.

		Demonstrate that First Nations communities / band councils were consulted to measure effectiveness/ efficiency of services provided. Detail the planning process for further growth in coverage and service.
Provincial representative to the OSPCA	Identify the Ministry representative (as appointed by the Ministry).	Identify the Ministry representative (as appointed by the Ministry).
Third-party review process for unresolved public complaints	Have you issued a Standing Order for the process of handling unresolved complaints, and implemented the process? If so, describe how the process has been operationalized. Identify any significant successes/failures.	Have you reviewed the complaints process to determine the trend of complaints and develop training to address those trends to prevent similar complaints in the future? Identify the trends. Describe the training program, and how many individuals have been trained. Did you implement the training within 6 months of the review, and if issues occurred that were not captured by the training curriculum, have you taken the appropriate corrective actions? If so, please describe those actions in detail.

THIS IS EXHIBIT "B" TO THE

AFFIDAVIT OF LISA KOOL,

SWORN BEFORE ME THIS 3rd DAY OF MAY, 2017

Tanya Chin

A Commissioner, etc.

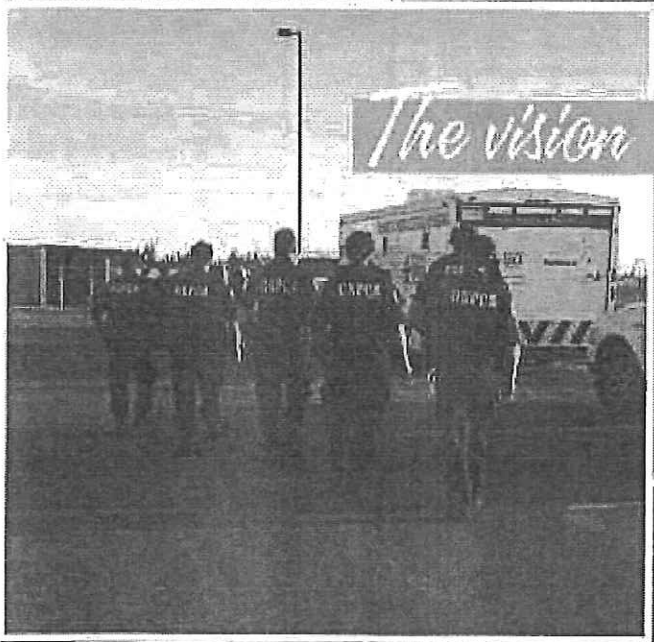
ONTARIO SPCA AND HUMANE SOCIETY
PROTECTING ANIMALS SINCE 1873

2015 ANNUAL REPORT TO *Communities*

The mission

The mission of the Ontario SPCA is to facilitate and provide for province-wide leadership on matters relating to the prevention of cruelty to animals and the promotion of animal welfare.

The vision



The vision of the Ontario SPCA is to be seen as the recognized authority on animal welfare issues and making a measurable difference for animals. The Ontario SPCA is an integral part of each community, promoting mutually beneficial human-animal interactions, and is viewed as a desirable organization for volunteerism and support.

The goal

The goal of the Ontario SPCA is to be seen as a strong, unified and collaborative organization dedicated to the cultivation of a compassionate Ontario for all animals.

310-SPCA 888-668-7722 INFO@OSPCA.ON.CA ONTARIOSPCA.CA

NEWS UPDATES IN ANIMAL WELFARE

Communities working together to help Animal Welfare

The Ontario SPCA is mandated to maintain and enforce Animal Welfare legislation across Ontario, but we cannot do it alone. With close to 30 Affiliate SPCAs and Humane Societies across the province, this network comes together to prevent animal cruelty and save animals' lives.

When a large removal of animals is required as part of an animal cruelty investigation, Ontario SPCA Communities will work together to help animals in need.

In 2015, the North Bay & District Humane Society managed an investigation in Trout Creek, Ontario involving close to 75 dogs. The investigation was a major case in the province in 2015. The animals required specialized and ongoing care. The Ontario SPCA was very grateful for the professionalism, skills and dedication of the staff and volunteers of the North Bay & District Humane Society and many Ontario SPCA Communities gladly worked in partnership to support their efforts.

"The key concern for both the Ontario SPCA and the North Bay & District Humane Society was always to get immediate treatment and care for the dogs and to ensure that the ongoing needs of the dogs were met," said Senior Inspector Lynn Michaud, Ontario SPCA.

Ontario Minister visits Ontario SPCA Educational Conference

We were delighted to have the Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services, attend our 7th Annual Animal Welfare Educational Conference. Held in Rama, Ontario, the conference gathers Animal Welfare professionals and community representatives from across the province to share knowledge, best practices and current news about the Animal Welfare sector in general and within the province. The Ontario SPCA and the Ministry of Community Safety and Correctional Services are working together to provide enhanced protection for animals and service to communities, which includes 310-SPCA, a new 24-hour hotline to report animal cruelty, the development of a provincial zoo registry, the major case management team and animal wellness programs in partnership with First Nations Communities.

"Our government is focused on making sure our pets, and all animals, are protected," said the Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services. "The vital and valuable work the Ontario SPCA and their local affiliates do every day is a key part of those efforts. We are proud to support their efforts to ensure the welfare of animals and enforcing Ontario's strong rules to protect animals. Our strong partnership, and our $5.5 million in annual funding, makes sure more cases of animal abuse can be reported, more animals are protected, and more animal abusers are brought to justice. We look forward to continuing to strengthen this partnership in the years to come."

The Major Case Management Team

Major Case Management is a team of specialized Ontario SPCA Officers who are deployed across the province to support cases that require specialized or additional resources. Some of the cases involve unusual circumstances like dog fighting. The team was brought together, in part, through funding provided by the Government of Ontario. In 2015, the Major Case Management Team was deployed 13 times, supporting investigations across the province including the Bay of Quinte Region, Guelph, North Bay, Kingston and Kawartha Lakes. Throughout the year, the Major Case Management team worked a combined total of 8,763 hours on special cases alone. In addition to these efforts, the team travelled up to Northern Ontario to partner with Whitefish Bay First Nation and Beat the Heat Kenora to transfer 75 dogs to Central Ontario for adoption.

New Spay/Neuter Partnership for Sudbury Cats

To help reduce cat overpopulation in Sudbury, a new partnership has been formed between the Rainbow District Animal Control and Shelter Services, Small Things CATS, the Ontario SPCA, Sudbury & District Animal Centre and the North Bay & District Humane Society. The agencies are working together to transport cats to the spay/neuter clinic in North Bay, enabling a higher volume of cats to be spayed and neutered. After their procedures and short recoveries, the cats are ready to be returned to their Sudbury-based facilities to prepare for adoption and new homes! It is thanks to collaborative efforts between progressive organizations, such as the North Bay & District Humane Society, that broader access to spay/neuter services is made available.

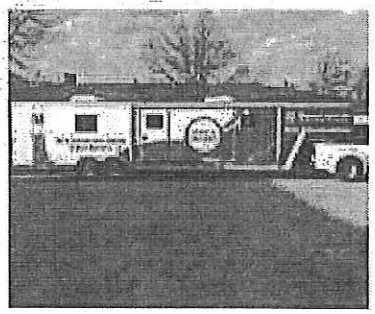
Renovations Completed at the Ontario SPCA Central Region Investigations Building

As one of our key facilities designed to house the most vulnerable animals that come into our care, including pets from large-scale investigations and removals, the Ontario SPCA Central Region Investigations Building was in need of facility enhancements. The Ontario SPCA reached out to our donors and they quickly responded with their generosity. Willa and Brock Napier have graciously extended their philanthropic leadership in support of this project, 20 additional kennels including oversized and isolation kennels, heating/ventilation/air conditioning (HVAC) upgrades, secure exterior play area, and more. These enhancements mean increased efficiency and streamlined care for animals in urgent and critical need. It was through the support of our donors and Willa and Brock Napier that we achieved a successful completion of the project for improved animal care!

Enforcement of legislation on First Nations Community

In an enhancement of their commitment to Animal Welfare, the Chippewas of Kettle & Stony Point First Nation will be utilizing the Ontario SPCA Act, Ontario's provincial Animal Welfare legislation, as a foundation to update the Animal Control By-Law within their community. The Kettle & Stony Point First Nation Council and their police will be aided by the Sarnia & District Humane Society to enforce the legislation. The Welland & Disidct SPCA will also participate in this partnership by providing training on the Ontario SPCA Act. The benefits of this initiative include a decrease in roaming dogs, increased veterinary care such as spay/neutering for pets and rabies vaccinations, and an overall improvement in the care of the general animal population within the community. We are proud to be a part of this important initiative, and we thank the Kettle & Stony Point First Nation Council for leading this effort within their Community.

First Nations Planning Session



Developing Animal Welfare programs in partnership with First Nations Communities has been a recent focus for the Ontario SPCA. In partnership with the Welland & District SPCA, the North Bay & District Humane Society and the Sarnia Humane Society, we have established a working group to expand animal programs in partnership with First Nations Communities. In the spring of 2016, the group came together to share experiences and plan for future programs. The members include: Beat the Heat Kenora, Brant County SPCA, Canadian Animal Assistance Team, Grey-Bruce Aboriginal Qimmiq Team (GBAQT), Niagara Falls Humane Society, North Bay & District Humane Society, the Ontario SPCA, Peterborough Humane Society, Sarnia & District SPCA and the Welland & District SPCA. In 2015, we worked in partnership with nine First Nations Communities in Ontario and in total, 346 animals received spay/neuter procedures, 1,087 animals received wellness exams and treatment and over 80 dogs were transferred for adoption.

NEWS UPDATES IN ANIMAL WELFARE

Providing Animal Wellness Support to First Nations Community

Since 2011, the Welland & District SPCA, Dr. Tommy Hornak and a team of volunteers, including Veterinarians and Vet Techs, have held Animal Wellness Days in partnership with Six Nations of the Grand River. The program provides health examinations and vaccinations for dogs and cats in the community. In May 2015, at the first Animal Wellness Day of the year, 650 animal wellness exams were completed. Word quickly spread of this amazing initiative and this team was invited by First Nations Communities across the province to lend support to their animal welfare initiatives. We thank the following First Nations Communities for their hospitality and for their commitment to Animal Welfare: Six Nations of the Grand River; Mississaugas of the New Credit First Nation; Wikwemikong Unceded Indian Reserve; Chippewas of Kettle & Stony Point First Nation; Delaware Nation at Moraviantown; Aamjiwnaang First Nation, Naotkamegwanning First Nation (Whitefish Bay First Nation), The Mohawk Council of Akwesasne, and Bkejwanong First Nation (Walpole Island).

Northern Dog Transfer of 75+ dogs

In a large-scale transfer of animals, the Ontario SPCA was asked to assist with the retrieval and transport of over 75 dogs in need. Thanks to the compassion and concern of Whitefish Bay First Nation for these dogs, we worked with community members, Beat the Heat Kenora, the Thunder Bay & District Humane Society, the North Bay & District Humane Society and Cargo North Airlines to transfer the dogs. Through this partnership, all of the dogs and puppies were safely and successfully transported to Central Ontario. Congratulations to Whitefish Bay First Nation and all the wonderful adopters who helped find every dog a home! Check out the newest addition to the Ontario SPCA Paws & Give™ plush family - Judy. This plush puppy is modelled after one of the Whitefish Bay puppies that was transferred and rehomed. She was named in honour of Judy Decicco, Ontario SPCA Board member and one of the awesome volunteers that helped lead the transfer of animals from Whitefish Bay First Nation!

Operation Pet Rescue

Did you know the Ontario SPCA's Operation Pet Rescue team has grown to a community of more than 8,000 monthly donors? Operation Pet Rescue donors, an awesome team of monthly supporters, help us fund important programs like Animal Care & Protection and Ontario SPCA Rescue & Relief ™ - enabling us to respond quickly and effectively to animals' critical needs. The reliable revenue that comes from monthly giving means that we are ready to act when the next situation arises. Rehabilitating rescued animals often requires months of veterinary care, special medication and food, and socialization - making large demands on our resources. We are grateful for each and every Operation Pet Rescue donor, because monthly giving truly makes an incredible impact.

operation PET RESCUE
Working together. Saving lives.

Lasting Legacies

animal ADVOCATE circle

Our Animal Advocate Circle is a unique group of donors who have selected charitable will bequests through our planned giving program. This program enables caring pet owners and animal lovers to continue supporting Animal Welfare in Ontario for years to come. These bequests are critical to operations in our various departments, including providing urgent medical care for animals in need, rescuing animals from horrific living conditions, providing professional animal care specialists in our Animal Centres and funding the operations of our adoption centres. None of this would be possible without gifts in wills. Every day, donors are on the front lines with us, making a difference in the lives of animals. If you would like to become a member of the Animal Advocate Circle, visit ontariospca.ca. Our generous donors help us save animals' lives everyday!

New Paws & Give™ Plush Toy

Our Paws & Give™ roster of toys has a new addition! We are pleased to introduce "Judy", the newest member of our Rocky & Friends plush toy collection, available through our Paws & Give online giving store. Paws & Give is a terrific alternative giving option for special occasions, birthdays, holidays and more! Judy, as well as the other members of Rocky & Friends – Tyson, Bear, Velvet, Maddison and Rocky -- are all based on real animals that were rescued and rehabilitated by the Ontario SPCA. A sweet, black, Labrador-Collie cross, Judy was part of a rehoming of over 75 dogs and puppies from the Whitefish Bay First Nation Community. The Community had a rising population of dogs and requested assistance to give some a second chance with new families across Ontario.

Watch for Judy in the early fall at pawsandgive.ca – while quantities last!

Whitefish Bay First Nations Spay/Neuter Initiative

Whitefish Bay First Nation community and Council invited the Ontario SPCA, Beat the Heat Kenora, the Grey Bruce Aboriginal Qimmiq Team, the Thunder Bay & District Humane Society, and local volunteers to assist with spay/neuter services for animals in the community. Thanks to exceptional teamwork, 79 surgeries were performed, making for a successful event. In addition to providing micro-chipping and vaccines to local pets, we also had the opportunity to provide humane education at a local school. Thank you to Whitefish Bay First Nation for their hospitality, and we look forward to an ongoing partnership in animal welfare.

Dog Fighting Awareness

Did you know that dog fighting could be taking place within your community? As an illegal and highly secretive organized crime, it poses a danger not only to the animals involved but the surrounding community as well. To combat dog fighting, the Ontario SPCA has launched an awareness campaign to educate the public on how to identify potential dog fighting operations, and what to do if they suspect dog fighting is happening in their community. Charges have been laid in Ontario in three separate incidents in the last year in the Chatham area and Lanark County areas. With the right care and rehabilitation, some of these rescued fighting dogs have the potential for adjusting into loving new homes. Please visit EndDogFighting.ca to learn more about the #EndDogFighting campaign and to take the pledge.

Lincoln County Humane Society re-homes Pit Bulls

The Ontario SPCA and its Affiliate SPCA's and Humane Societies routinely work with animal welfare groups to transfer and rehome Pit Bulls and Pit Bull-type dogs out of the province to areas where they are legal to own.

On January 23, 2015, Hailey, a 6 year old Pit Bull boarded a WestJet flight bound for a new life in Nova Scotia.

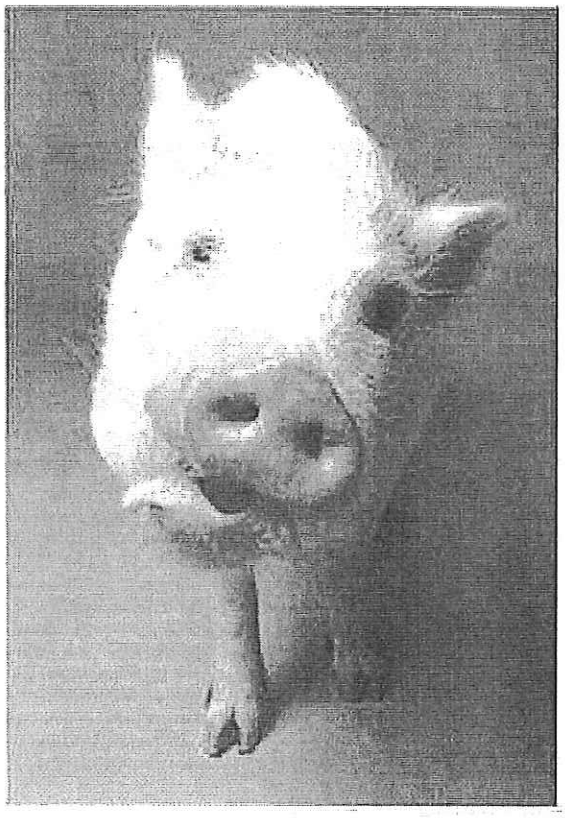
The Lincoln County Humane Society worked with the Nova Scotia SPCA to re-home Hailey. The Lincoln County Humane Society is incredibly thankful for this partnership that allows them opportunities to find dogs like Hailey new loving homes. "We're happy that we could make this difference in Hailey's life, she truly is a terrific dog and deserves a loving home," said Kevin Strooband, Executive Director, Lincoln County Humane Society.

2015 FINANCIAL REPORT - Ontario Society for the Prevention of Cruelty to Animals

Statement of Financial Position

December 31, 2015, with comparative information for 2014

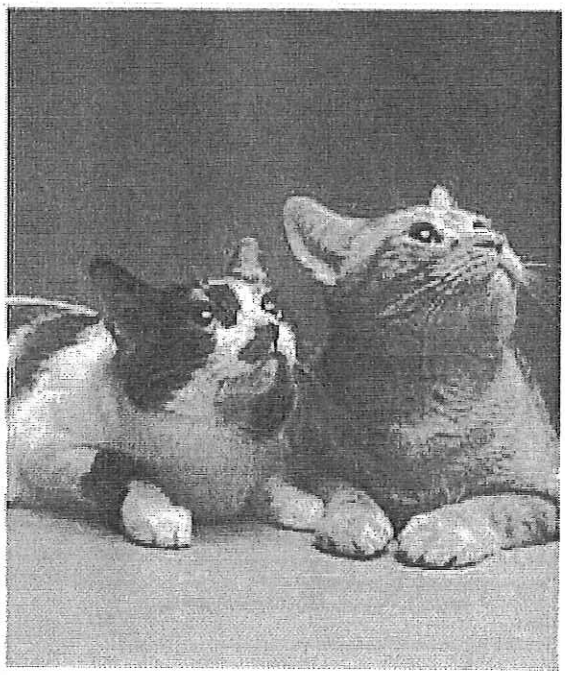
	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	$6,115,526	$6,649,334
Short-term investments	6,040,211	5,045,729
Accounts receivable	2,022,832	1,873,058
Inventory	32,954	46,044
Prepaid expenses	266,842	226,575
	14,478,365	13,840,740
Investments	2,832,747	2,626,099
Capital assets	14,134,812	14,123,856
	$31,445,924	$30,590,695
Liabilities and Fund Balances		
Current Liabilities:		
Accounts payable and accrued liabilities	$1,966,585	$2,007,750
Deferred revenue	88,258	170,075
	2,054,843	2,177,825
Fund balances:		
Provincial	29,391,081	28,412,870
	$31,445,924	$30,590,695



Statement of Operations and Changes in Fund Balances

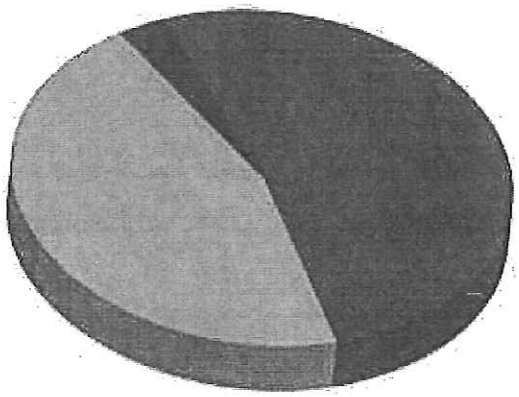
Year ended December 31, 2015, with comparative information for 2014

	2015	2014
Revenue:		
Donations and fundraising	$7,074,389	$6,815,679
Provincial grants	5,580,455	7,914,569
Shelter and veterinary	2,836,790	3,004,275
Municipal contract fees	2,711,499	2,565,322
Other	461,605	456,520
Investment	361,697	398,726
	19,026,435	21,155,091
Expenses:		
Animal care and protection	14,989,571	13,794,222
General	3,094,283	2,701,254
Fundraising	2,050,767	2,002,474
Amortization	919,881	791,785
Communication and education services	762,219	629,916
Interest and bank charges	163,782	164,110
	21,980,503	20,083,761
Distributions:		
Grants to Ontario Society for the Prevention of Cruelty to Animals affiliates and Humane Societies in other provinces	1,809,241	3,421,845
Deficiency of revenue over expenses and distributions before legacies	(4,763,309)	(2,350,515)
Legacies	5,741,520	3,864,907
Excess of revenue over expenses and distributions	978,211	1,514,392
Fund balances, beginning of year	28,412,870	26,898,478
Fund balances, end of year	$29,391,081	$28,412,870



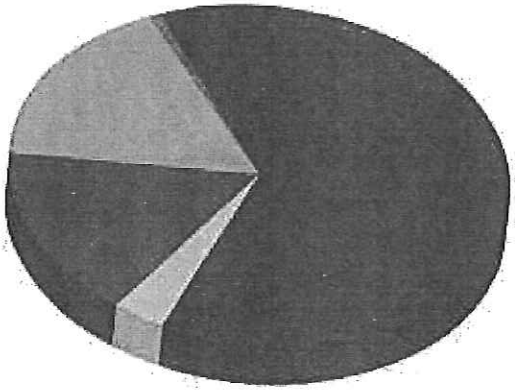
2015 FINANCIAL REPORT - Ontario Society for the Prevention of Cruelty to Animals

How you support us



Donations and Legacies	51.7%
Animal Care Revenue	22.4%
Government Grants Supporting Investigations Services	22.1%
Other Non-Government Grants and Revenue	3.8%

Your dollars at work



Animal Care, Rescue & Relief and Investigation Services	63.0%
General Management and Administration	13.0%
Fundraising and Stewardship Programs	8.6%
Distributions to Animal Welfare Organizations	7.6%
Amortization	3.9%
Public Awareness and Humane Education	3.2%
Interest and Bank Charges	0.7%

A Year In Numbers

2015 Spay/Neuter Procedure Totals

Number of Dogs Spayed: 2,552
Number of Dogs Neutered: 3,425
Number of Cats Spayed: 5,025
(includes 584 feral cats)
Number of Cats Neutered: 4,496
Total procedures: 15,498

2015 Investigations Results

Complaints Investigated: 17,357
Orders Issued: 4,241
Provincial Charges: 334
Criminal Charges: 21
Animals Removed as a Result of an Investigation: 1,974
Number of Zoo Inspections completed: 130
Number of Zoos on the zoo registry: 53
Number of zoos identified across Ontario: 69*
*All 69 zoos are inspected twice a year, only 53 are participants in the voluntary registry.
Number of times the MCM was deployed: 13

2015 Animal Welfare Adoption Totals*

Cats: 4,793
Dogs: 1,676
Small animals: 539
Birds: 48
Total Number of Adoptions: 7,056
Number of animals transferred: 1,800

* Ontario SPCA Animal Centres only

PARTNERS IN ANIMAL WELFARE

Working with municipalities to improve animals' lives

Ontario SPCA Communities across the province have been developing wonderful working relationships with their local municipalities to help Animal Welfare in their region.

Brantford Mayor supports a new building for the SPCA

In October, 2015, Brantford Mayor, Chris Friel, hosted a Gala raising $70,000 for the Brant County SPCA. The money raised will be put towards a new building for the Society.
"The SPCA is a fantastic organization that doesn't have the profile in the community it needs and deserves," said Mayor Friel, "What they do with that little old building is mind-boggling."
It's wonderful to see such amazing community support for animals.

Sault Ste. Marie taking a lead in Animal Welfare bylaws

The Ontario SPCA was invited by the City of Sault Ste. Marie to provide insight on how to improve the local Animal Control bylaws and how the City can work together with the Ontario SPCA Act; the legislation that protects animals in Ontario. Animal Welfare is a community responsibility and it's great to see a municipality like the City of Sault Ste. Marie seek to incorporate a municipal animal management strategy.

City of Markham Cat Adoption and Education Centre

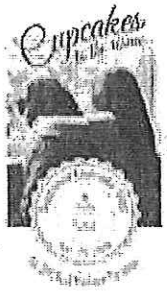
The City of Markham has dedicated a space in the Thornhill Community Centre and Library to be the Markham Cat Adoption and Education Centre, with the goal of educating pet owners and promoting adoption in the community. Operated by the Ontario SPCA, the Centre will focus on cats to increase exposure for pets currently waiting for homes, which in turn will improve adoption rates. This storefront-based initiative is the first of its kind by a municipality in Ontario, and the Centre's goal is to meet or exceed 200 cat adoptions each year. Recently opened in early 2016, City of Markham Mayor Frank Scarpitti, Members of Council and community supporters, all shared the excitement of hearing that the Centre is well on its way to meeting this goal!

Welland & District SPCA trains law enforcement K9's

As part of an exciting new training program, the Welland & District SPCA is now working with various American law enforcement agencies to identify and train selected canines for use in education and investigations programs. Dogs that are currently available for adoption are selected based on certain criteria to ensure they are a good fit for the program. "Duke", a chocolate Labrador, was trained at the Tennessee K9 drug unit in passive detection and now lives and works in Greene County, Tennessee. It is heartening to see some of our animals go on to interesting careers and to serve their communities to improve security and safety.

A new home for Peterborough Humane Society and a new resource for dogs!

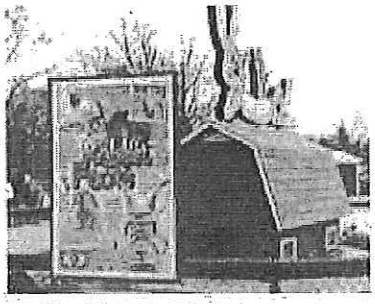
In a partnership with the Ontario SPCA, the Peterborough Humane Society has launched a capital campaign for a much needed new animal centre. The new centre will not only operate as the Animal Welfare resource for the community of Peterborough, providing sheltering and adoption services for animals, but it will also incorporate a regional high-volume spay/neuter clinic. The Ontario SPCA is excited to partner with the Peterborough Humane Society on this innovative project. Included in this new facility, the Ontario SPCA will be opening the Provincial Dog Rehabilitation Centre. This Centre is the first of its kind in Canada and will be a resource for all communities across the province, helping to rehabilitate neglected, abused and abandoned dogs requiring special treatment and resources. The two organizations will operate in this one facility providing regional and provincial Animal Welfare services. Stay tuned throughout 2016 for more announcements about this exciting partnership and new resource for the province!



Fourth Annual National Cupcake Day™, a sweet success for animals across Canada!

With over 2,600 participants in this year's National Cupcake Day™ for SPCAs and Humane Societies, $600,000 was raised across Canada to help animals in need. The event benefitted over 58 participating Societies, allowing us to fight cruelty with cupcakes and "bake" a difference for animals! We had some incredible support from our national spokesperson, celebrity chef Kristina Maliski, and our partnership with Jean Blacklock and her newly released Prairie Girl Cupcake Cookbook had participants across Canada turning on their ovens and pulling out their mixers for a great cause. The success of this event is attributed to our generous sponsors, participants, donors and cupcake enthusiasts nationwide. Thank you to all who donated their time, effort and baking expertise!

Special News

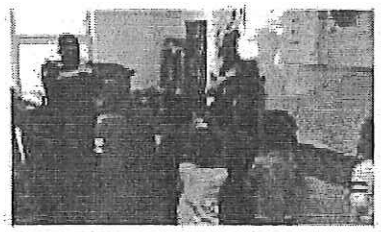


On the Farm with Seaway Kiwanis Club and Sarnia & District Humane Society

In a new partnership, the City of Sarnia has transferred operations management of the Children's Animal Farm at Canatara Park in Sarnia, Ontario, to the Sarnia & District Humane Society. The Sarnia Children's Animal Farm was opened in May of 1964. The Seaway Kiwanis, in co-operation with the City of Sarnia, developed this invaluable program, which has become the most popular year-round attraction at Canatara Park. The Seaway Kiwanis Club has been the largest benefactor to the Animal Farm since it opened, donating over half a million dollars to the Farm effort. The popular location will now feature additional educational opportunities for the community to learn more about Animal Welfare. In addition to the donkeys, mini horses, llamas, sheep, and goats on site, there are also smaller animals for visitors to enjoy such as rabbits and chickens. The City of Sarnia, Seaway Kiwanis Club and the Sarnia & District Humane Society have been working together to update the facility for the community to enjoy throughout the year.

Pedigree® Walks™ for Animals

Celebrating a new partnership with the Ontario SPCA in 2015, Pedigree became an official sponsor of the Ontario SPCA Friends for Life! Walk™. This sponsorship supported over 18 walk events across the province, helping to raise over $1.5 million in the last five years for Animal Welfare. We are pleased to announce that Pedigree is continuing its support for two more years as the Presenting Sponsor for the Friends For Life! Walk. Community support for Animal Welfare is essential and we are so grateful to Pedigree for their contributions to our communities.



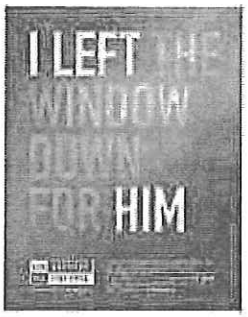
Humane Education Program in Schools

As part of our commitment to community services, we have developed an exciting new program that will be accessible to educators across the province. This pilot project is the first of its kind in Ontario to be implemented in a school system. Working alongside the Anti-Bullying and Resilience programs, this pilot project is designed for second graders, with other grades to follow. The curriculum follows play-based learning principles and is inquiry-led for maximum exposure to the program's key messages. Education is one of the essential ways that we can prevent animal cruelty, by teaching children and youth that all animals should receive the care and respect they deserve, and that animals are a positive and helpful part of our lives and communities. Educators who are interested in learning more about this exciting program can sign up at OntarioSPCA.ca/Edu

PARTNERS IN ANIMAL WELFARE

NoHotPets.ca update

"I left the window down for him." "I wasn't going to be gone long." We've heard it all! Owners leaving pets in their vehicles during the hot summer months, putting animals' safety at risk and even causing death, is an ongoing problem across Ontario. There is no excuse for leaving a pet unattended in a vehicle. Our award-winning NoHotPets.ca campaign has been updated for 2016 with a new look and a new message. This year, "No Excuses. NoHotPets.ca." will run from May 24th through to August 31st across the country, with over one hundred SPCAs, Humane Societies, animal rescue groups, municipalities, police services and retailers participating. We need your help to spread the word! Citizens are asked to take the NoHotPets.ca online pledge to receive a free window decal and to share the dangers of leaving pets unattended in vehicles on social media using the hashtag #nohotpets. To learn more and take the pledge, visit NoHotPets.ca.



iAdopt update

"iAdopt" is a year-round campaign, promoting pet adoption. The campaign focuses on featuring positive, real-life pet adoption stories as a means to encourage others to adopt and experience a similar happy ending. iAdopt aims to educate the public about the importance of choosing pet adoption as their first option when bringing home a new family member. The Ontario SPCA runs three iAdopt campaigns throughout the year: spring, fall and holiday season. A new website was launched in 2015 to support the iAdopt for the Holidays campaign. Visitors could see how many adoptions have taken place, find their closest adoption centre, learn more about the benefits of adopting and enter for their chance to win free pet food for a year from Royal Canin. During the 2015 iAdopt for the Holidays campaign, we had 63 participating Humane Societies, SPCAs and animal shelters involved across Canada. The iAdopt campaign was such a big success it translated into an extraordinary 5,440 pets being adopted! Thank you to Royal Canin for their amazing contributions and support, and to everyone involved with iAdopt. To learn more about iAdopt and the benefits of adoption, visit iadopt.ca.

Promoting Shelter Health and Wellness across Ontario!

The Ontario SPCA Shelter Health & Wellness team is a group of highly skilled Veterinarians and Vet Techs who provide the Society with resources, guidelines and protocols on shelter health and wellness management across the province. Their knowledge, skills and experience have helped many animal welfare groups, from Ontario SPCA Animal Centres to municipal animal shelters, improve overall animal wellness.

Using the Canadian Standards of Care in Animal Shelters, the Chief Veterinary Officer and Shelter Health & Wellness team members have facilitated Standards of Care Consultations in 13 Ontario SPCA Animal Centres, Affiliate Societies and municipal animal shelters, to help each facility identify areas of success and areas for improvement, while providing a rich mutual learning experience.

Their role as educators doesn't stop there. The team is actively involved in several community college Registered Veterinary Technician programs where they provide education on shelter medicine, animal behavior, and basic safe, low-stress handling techniques. They teach our future veterinary technicians the skills necessary to improve the health of shelter environments.

They are also the team that has developed and revamped the Ontario SPCA Infection and Disease Control Manual, which is intended for use by any organization that shelters animals, most typically dogs and cats. This manual provides up-to-date information crucial to improving the shelter environment. The Ontario SPCA will soon be launching an online version of this manual, free to the animal sheltering community.

Shelter medicine is a new specialty in veterinary medicine and as such the industry is constantly learning new ways to improve the shelter environment. to ensure we have the most up to date knowledge in shelter medicine, Dave Wilson, Director, Shelter Health & Wellness, and a University of Guelph DVM graduate with many years of private and shelter medicine practice, has completed the new Graduate Certificate in Shelter Medicine from the University of Florida. This intensive course is part of the Master's Program within the university and required a one-year commitment to complete. Dave's new knowledge will enhance the Shelter Health & Wellness program, helping shelters across Ontario improve the overall health of their facilities and save more animals' lives.

Got a Pet? Get a Vet!™

The Ontario SPCA, in association with the Ontario Veterinary Medical Association (OVMA) and other participating SPCAs and Humane Societies across Canada, encourage pet owners that if you've 'Got a Pet? Get a Vet!™'. To raise awareness about the importance of regular veterinary care, the Got a Pet? Get a Vet!™ campaign was launched in 2015 and was met with great success. Pet owners were asked to share their stories about how their veterinary care provider positively influenced the life of their pet and family through exceptional care. The public was then encouraged to vote. There were close to 800 submissions in the contest and 14,000 votes. The 2015 winning clinic was the Richmond Hill Animal Hospital. It's important to establish a relationship with a veterinarian when you get a pet. Don't wait until something goes wrong to take your pet in for a check-up. Schedule a visit with your local veterinarian to ensure a longer, healthier life for your pet(s). To learn more about this campaign visit gotapetgetavet.ca.

Special News

Ontario SPCA Volunteer Recognition Program

We were excited to roll out enhancements to the Ontario SPCA Volunteer Recognition Program this year. This included, an online contest, enhance support for volunteer recognition and Professional Development where we held a contest to win an Educational Prize Pack for Outstanding Volunteer Service for two of our many valued volunteers. These updates to the program were made as part of our organization's commitment to best practices in volunteer management. Jamie Ruddy, a volunteer from our Sudbury & District Animal Centre and Allan Day, a volunteer from our Huron County Animal Centre, were selected out of a group of volunteers nominated by their local Ontario SPCA Animal Centre to attend the annual Ontario SPCA Educational Conference. "We should be very proud [of] our facility and our efficient and dedicated group of volunteers. We have one of the best run operations – because of our staff," said winner Allan Day. "I encourage you all to know we make a difference in all we do here and our efforts are very much appreciated."

PETSMART Charities

PetSmart Charities® expands access to Spay/Neuter programs

To increase the accessibility of spay/neuter procedures in communities across Ontario, PetSmart Charities® has provided over $68,000 in funding to the Ontario SPCA Spay/Neuter Services in 2015, and has subsidized more than 1.4 million spay/neuter surgeries across North America since 2009. The spay/neuter blitzes are aimed at quickly spaying or neutering a large number of pets at the most opportune times, such as "Happy Neuter Year" (neuter male cats in January) or "Beat the Heat" (spay female cats in February before they go into heat). We are pleased to have the support of PetSmart Charities® and their commitment to reducing pet overpopulation through access to spay/neuter.

ChangeTheWorld

NoHotPets.ca Event with ChangeTheWorld

ChangeTheWorld started as a test project in 2008, with the goal of encouraging youth between the ages of 14 to 18 to volunteer locally. Working with the Ontario SPCA, special event blitzes to promote the NoHotPets.ca message took place across the province in May 2015. These wonderful volunteers informed members of their region by talking to people and handing out pamphlets and promotional materials about the dangers of leaving pets in cars. It was inspiring to see so many enthusiastic teenagers donate their time to be part of this important campaign. We want to thank all of the participants for helping us spread the NoHotPets.ca message in their local communities across Ontario!

The Ontario SPCA is extremely fortunate to have the support of our Community Donors - a notable group of generous supporters whose gifts help to create a more humane society for animals and for people.

It is our honour to recognize and thank the following individuals, corporations and foundations as special friends of the Ontario SPCA.

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Newton, David
Nicholson, Stephanie
Nicolacu, Nick
Nolevaux, Laurence
Norris, Stephanie
Nymark, Sandra
O'Gallagher, Alanna
O'Halloran, Darren*
Olynick, Jennifer
O'Neil, Russell E.
Optical, Ivan Y.
Ormrod, Oliver I.
O'Toole, William F.
Oyston, John
Paalanen, Teuvo
Pal, Joseph
Pane, Richard
Patton, Robert J.
Paufi, David
Pells, Wayne
Penney, Murray
Perrault, Roy*
Philpott, Kathryn R.
Pichette, Marilyn M.
Pidutti, Angela
Pieslay, Tim
Pilgrim, Deborah
Pokoradi, Tom
Polyschuk, Carol
Potter, Alan
Praet, Pierre Van
Prince, Isolde
Prodanou, George
Quinn, Marg A.
Raisky, Marc
Ramsay, Sandra
Reckler, Lothar
Reed, Rosslyn J.
Rejer, Agatha
Riach, Margaret
Richardson, Dianne
Ritchie, Elizabeth*
Ritchie, John A.
Rival, Richard
Robertson-Seigel, Ann
Robinson, Dianne
Robinson, Melissa
Rodgers, Sherry L.*
Rodney, Celia
Roffelsen, Lisa*
Rogakou, Cleo
Rogers, John W.*
Rose, Robert
Rowe, Natalie*
Rowntree, Susan P.
Roy, Linda
Rubadeau, Erik
Ruparell, Avni
Russell, Doug
Russell, Ken
Ryan, Brennan
Ryfa, Ken
Sankaranarayanan, Kaushik
Sasseville, Carol A.
Schaefer, Carol J.
Schepens, Debbie
Searle, Robert
Shapiro, Diane
Shaw, James
Sheriff, Ilir
Shillington, Peter
Shimada, Yuka
Sifton, Graeme
Simas, Sharon
Simpson, Evelyn
Slamen, Joan*
Slaughter, Jill*
Smith, Gordon
Smith, Marilyn W.*
Smith, Michael
Smith, Mona A.
Smith, Susana
Solomon, Tracey*
Staines, Joan I.
Standeaven, Patrisha
Steadman, Les & Rose
Stephenson, Tom
Stewart, Ruth E.
Stratton, Sheila
Stuart, William & Kery
Sudol, Sharon*
Symington, Gillian E.
Taylor, Ryan
Tetlock, Keith
Thomas, Inga Karin
Thompson, Lewis
Thompson, Pat
Thompson, Richard
Thompson, Wes
Tingey, Bill
Tramer, C R.
Treiber, Paul
Trombley, Mary E.
Turner, Keith
Tymochenko, Nadya
Unsworth, Marjorie L.
Van Barkum, Larry
Vanheeren, Marloes
Vanrassel, Lynn
Vaz, B
Voldock, Anita
Von Veh, Fred R.
Wagner, Royce
Walker, Dawn
Watson, Amy
Watson, Jocelyn
Watson, John H.
Watt, Edwin
Weaver, Victoria C.*
Webster, Peter
Weisman, Meri
Werk, Elizabeth
White, Marlene
Wiggins, Gordon
Wilder, Judith R.
Wiley, David
Wilkinson, Peter
Williams, Frankland
Williams, Lorraine
Williamson, Nadine
Wilson, David
Wilson, Jim
Wilson, Rose
Wilson, Dave
Winkler, Stephanie
Winter, Douglas
Wong, Diana
Woods, Mary
Worrall, Lloyd D.
Wosik, Susan
Wright, Edward
Wright, Janice
Wright, Joanne P.*
Yarrow, Linda
Yates, Gerald A.
Yielding, Lynda
Young, William M.
Zardo, Jacqueline A.
Ziegler, Barry

* member of Operation Pet Rescue, Ontario SPCA's monthly giving program

2015 National Cupcake Day™ Sponsors

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$400+ raised

Andrea Keller *raised funds for a participating Canadian humane society.
Gillian Symington
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Natalie & Gordon & 33 OSPCA rescue animals
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Team Triton
Jack Hurst

2015 Friends for Life! Walk™ Top Individuals

SD&G
Mattia Colasanti

Sudbury
Lee Duguid

Orangeville
Angelica Tetlock

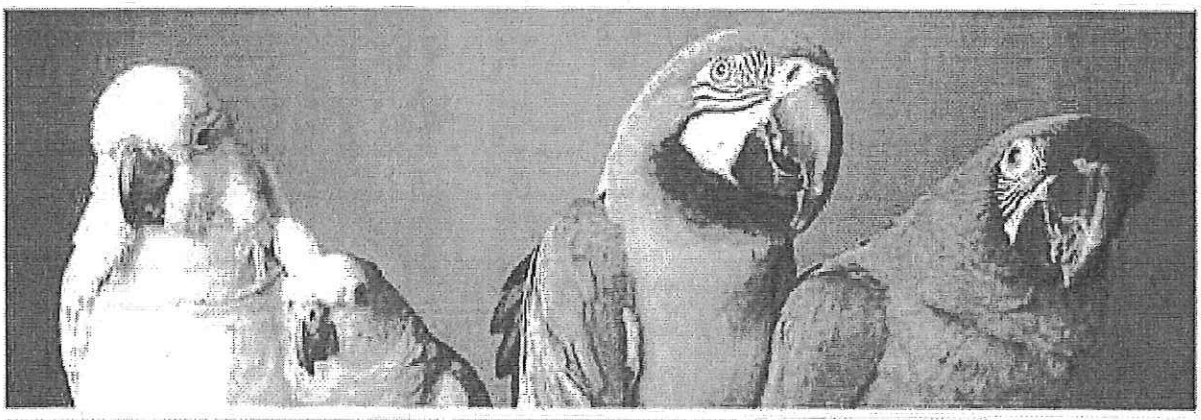
Kent
Wes & Nancy Thompson

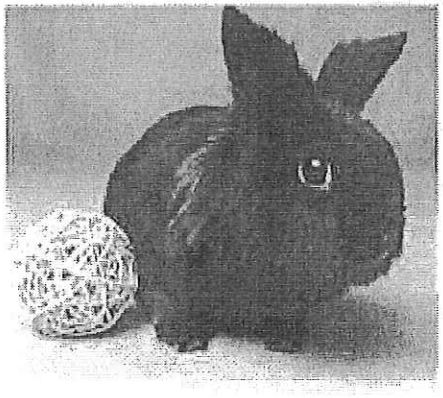
Orillia
Lynda Goldson

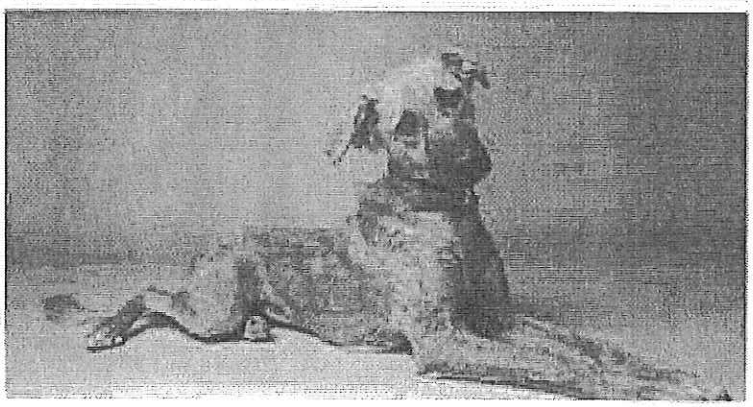
2015 Ontario SPCA Provincial Partnerships

IAMS ROYAL CANIN pet valu Children Charities kijiji MERCK MARS PetPoint Boehringer Ingelheim MERIAL

Should you have questions about how we acknowledge your support or are interested in making a donation to the Ontario SPCA, please contact Kevin MacKenzie at kmackenzie@ospca.on.ca or 1-888-668-7722 ext. 309







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Heather Caird - Gananoque
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Tom Stephenson - Chief Financial Officer
Connie Mallory - Chief Inspector
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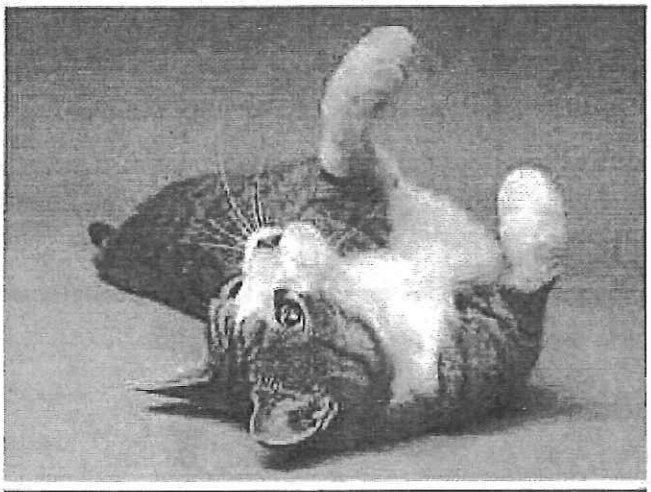

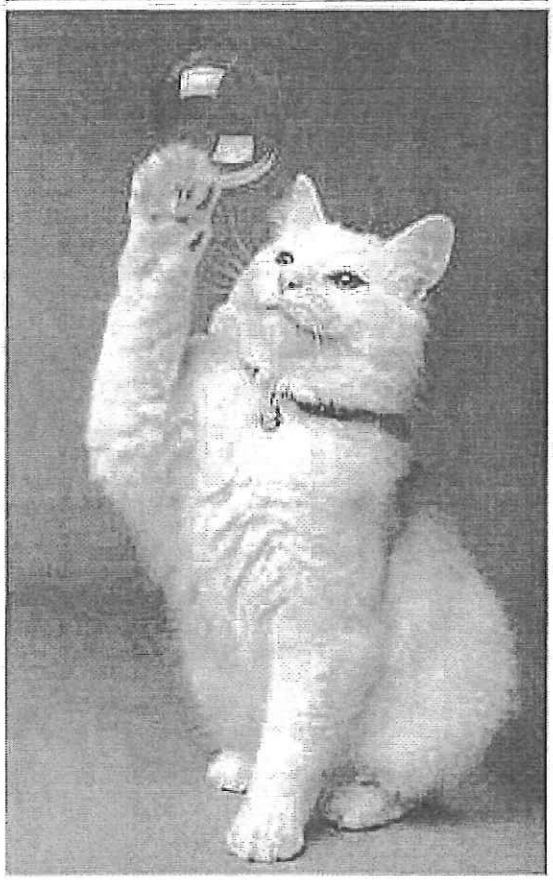

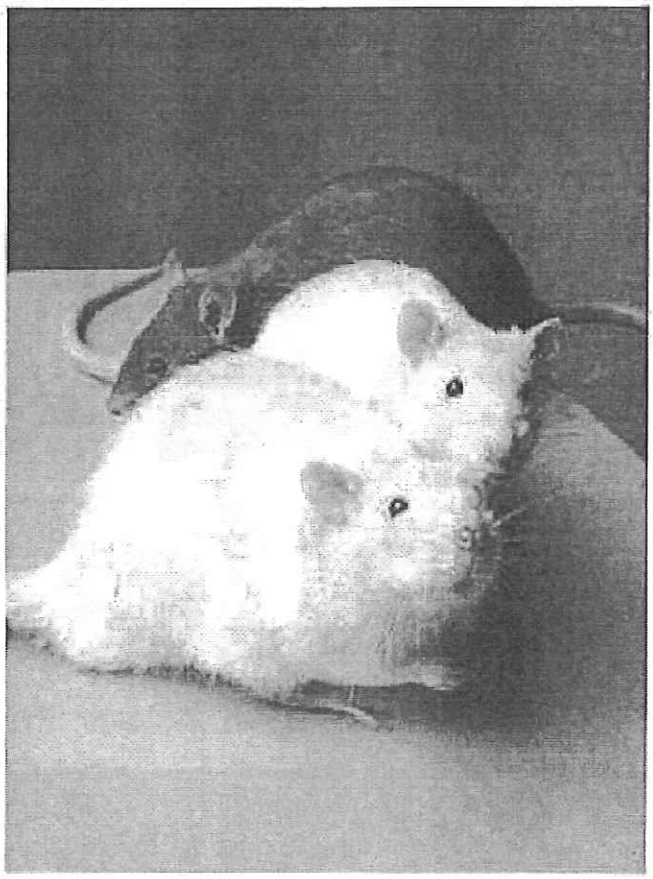

I LEFT THE WINDOW DOWN FOR HIM

NO EXCUSES
NO HOT PETS

A PROGRAM OF THE ONTARIO SPCA

Hot cars can kill. Even with the window down your pet can overheat in a matter of minutes.

If you find a pet in a hot car, call **310-SPCA** or your local police department. Learn more and take the pledge at: **nohotpets.ca**

310-SPCA 888-668-7722 INFO@OSPCA.ON.CA ONTARIOSPCA.CA

THIS IS EXHIBIT "C" TO THE

AFFIDAVIT OF LISA KOOL

SWORN BEFORE ME THIS 3rd DAY OF MAY, 2017

Tanya Chin

A Commissioner, etc.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of April 2015 (the "**Effective Date**")

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and Correctional Services

(the "Province")

- and -

Ontario Society for the Prevention of Cruelty to Animals (OSPCA)

(the "Recipient")

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "**Parties**") agree as follows:

ENTIRE AGREEMENT

This agreement (the "**Agreement**"), including:

Schedule "A" - General Terms and Conditions
Schedule "B" - Additional Project Provisions
Schedule "C" - Project Overview
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reporting Timelines, Requirements and Report Templates

Any amending agreement entered into as provided for below constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

(a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and

(b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Deputy Minister of Community Safety and Correctional Services

December 4, 2015
Date

by:

Name: Matthew Torigian

Title: Deputy Minister, Ministry of Community Safety and Correctional Services

Authorized Signing Officer

Ontario Society for the Prevention of Cruelty to Animals (OSPCA)

NOVEMBER 20, 2015
Date

by:

Name: Kate MacDonald

Title: Chief Executive Officer, OSPCA

November 20, 2015
Date

Name: Tom Stephenson

Title: Chief Financial Officer, OSPCA

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"Affiliates" means the affiliated societies that form part of the OSPCA and subject to rights and obligations as are provided in the by-laws of the OSPCA.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

"Maximum Funds" means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule "D".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

"Regular Inspections" means a minimum of two annual inspections of each zoo and aquarium, including one in-season (i.e., approximately April 1 to September 30) inspection and one off-season (i.e. approximately October 1 to March 31) inspection.

"Reports" means the reports described in Schedule "F".

2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to ensure the ongoing effective functioning of the Recipient;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and

(h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4. FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project including monthly updates to an "activity report" template (Schedule "I");

(c) for Funding Year 2, the Province's payment of Funds is conditional on the Recipient:

(i) complying with the terms and conditions of the Agreement, including enhancing its operations, governance and accountabilities on an ongoing basis; and

(ii) submitting the Financial Reports in accordance with the requirements of Schedules "C", "D", and "F" respecting the use of Funds for the applicable Funding Year;

(d) the Province is not obligated to provide Funds until it is satisfied with the Reports;

(e) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and

(f) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section 14.1.

4.3 **Use of Funds and Project.** The Recipient will:

(a) carry out the Project in accordance with the terms and conditions of the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget; and

(d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

(a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and

(b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section 7.2;

(b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario) any control whatsoever over the Recipient's records.

7.7 **Accountability and Transparency.** As part of this agreement, the Recipient must conduct a third party review process to hear and independently process unresolved public complaints. The Province must also have an opportunity to provide meaningful representation to the Ontario SPCA Investigations Advisory Committee for timely, relevant, and comprehensive information regarding the expectations and outcomes associated with this agreement. The Recipient must also provide monthly activity reports as detailed in Schedule I and as such may be requested by the Ministry on matters related to this agreement.

8 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Prior Written Approval.** The Recipient agrees to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

8.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

9 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other

proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

12 INSURANCE

12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and

(ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

14 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

15.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand the return of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

17 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

18 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient

at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

19 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26 FURTHER ASSURANCES

26.1 **Agreement Into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27 JOINT AND SEVERAL LIABILITY

27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28 RIGHTS AND REMEDIES CUMULATIVE

28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

(a) acknowledges that by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);

(b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and

(c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Recipient:

(a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.47.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

ADDITIONAL PROJECT PROVISIONS

Maximum Funds	Year 1: $5,500,000.00 Year 2: $5,500,000.00 Total: $11,000,000 over two fiscal years.
Expiration Date	March 31, 2017
Insurance	$ 2,000,000
Contact Information for the purposes of Notice to the Province	Name: Ministry of Community Safety and Correctional Services Branch, Private Security and Investigative Services Branch, Public Safety Division Address: 25 Grosvenor Street, 12th Floor, Toronto ON M7A 1Y6 Attention: Lisa Kool, Director/Registrar, Private Security and Investigative Services Branch Fax: (416) 326-0817 Email: Lisa.Kool@ontario.ca
Contact Information for the purposes of Notice to the Recipient	Name: Ontario Society for the Prevention of Cruelty to Animals (OSCPA) Address: 16586 Woodbine Avenue, Newmarket ON L3Y 4W1 Attention: Kate MacDonald, Chief Executive Officer Fax: Email: kmacdonald@ospca.on.ca
Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Tom Stephenson Position: Chief Financial Officer Fax: Email: tstephenson@ospca.on.ca

SCHEDULE "C"

PROJECT OVERVIEW

1. PROJECT PURPOSE

The Funds provided by the Ministry shall be used by the Recipient to deliver long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

PROJECT AREAS OF FOCUS

- **Province-wide Coverage:** Maintain the OSPCA's province-wide, law enforcement activities. Specific programs may be required to ensure compliance and enforcement of the OSPCA Act in Northern Ontario, and in any other area in the province that the Province might deem to be underserviced. In support of this, distribute $3,200,000 to branches and affiliates using a base plus per capita funding formula:

  Funding Formula

  - $1,600,000 (50 per cent of the allotted $3,200,000) will be distributed annually among all branches/affiliates with each receiving an equal share. This constitutes "base" funding. For the purposes of this formula:
    - The OSPCA Central Regional Investigations building (CRIB) will be considered a branch;
    - Each regional jurisdiction covered from the OSPCA's Newmarket Office will be considered a branch. These are: Toronto, Peel Region and York Region; and,
    - The OSPCA's Provincial Office will be considered a branch.
  - $1,600,000 (50 per cent of the allotted $3,200,000) will be distributed annually to each branch/affiliate proportionally according to approximate population served. The per capita portion of the formula, where available, must use 2011 Census data sourced from Statistics Canada.

  Memoranda of Understanding (MOU)

  - The OSPCA will maintain a Memorandum of Understanding (MOU) with each funded affiliates that includes:
    - The affiliate's commitment to assist in providing province-wide coverage and to use these funds received under this agreement for those purposes;
    - The affiliate's commitment, if it does not maintain its own 24-7 hotline, to display conspicuously on its website a 310-SPCA banner or square "report animal cruelty – 310-SPCA" image, to be provided by the OSPCA; and
    - The affiliate's recognition of the OSPCA Chief Inspector's authority for law enforcement purposes over the agents and inspectors employed by the affiliate.
  - If an affiliate does not enter into this MOU, they cannot receive funds under this agreement. If this occurs, the funds that would have been allocated to that affiliate will be added to the total amount to be distributed to the Provincial Office to ensure coverage of

the affected area. In any such scenario, the OSPCA must ensure that province-wide enforcement coverage is be maintained.

- **Centralized Inspectorate Training:** Conduct animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training to the Major Case Management Team;

- **24-hour Call Centre:** Maintain the centralized 24-hour call centre, which includes after-hours response and triaging of calls (i.e., assessing whether the call identifies that an animal is in distress or immediate distress, sorting requests for service based on their need or likely benefit from immediate animal welfare law enforcement services, and assigning those requests for service, in a timely manner, to the appropriate OSPCA Branch or Affiliate);

- **Major Case Management Team (MCMT):** Sustain the OSPCA's MCMT and its capacity for conducting investigations requiring specialized expertise and additional resources, e.g., puppy mills, incidents with captive exotic animals and agriculture-sector investigations;

- **Zoo and Aquarium Registry & Inspections:** Inspect each zoo and aquarium in Ontario at least twice annually. Maintain a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry shall include the following:

  - o contact information;
  - o animal inventory;
  - o disposition plan;
  - o access to veterinarian;
  - o euthanasia policy; and
  - o breeding program.

  The registry will continue to enable the OSPCA to conduct proactive inspections of these facilities.

- **Northern Ontario Programming:** Establish a Northern Network for Investigations Services, led by the Ontario SPCA in partnership with its Northern Affiliate Societies to broaden the reach in maintaining and enforcing legislation.

- **First Nations Strategy:** Expand outreach to First Nation communities to promote opportunities for the OSPCA to support enhanced animal welfare in those communities. Deliver applicable programming to interested communities.

- **Accountability and Governance:** Maintain a third party review process to hear and independently process unresolved public complaints and provide the Ministry with the opportunity to attend all annual general meetings and Investigations Advisory Committee meetings.

2. PROJECT AREAS OF FOCUS AND SPECIFIC OBJECTIVES (Years 1 and 2)

Areas of Focus	Objectives
Province-wide Coverage	• Distributed as per funding formula outlined in Section 2 of schedule "C" • Ensure that all regions in Ontario are effectively served by a local branch/affiliate by maintaining province-wide law enforcement activities and related MOU with each affiliate that receives funding • Maintain MOUs with each affiliate that confirm the affiliate's commitment to assist in providing province-wide coverage and acknowledge the Chief Inspector's authority • Implement regional response models which utilize, where possible, the investigative staff to support dispatchers • Implement an investigations software system to analyse and monitor province wide service delivery and welfare trends • Establish and implement a formal policy for response to non-urgent complaints including response time limits and coverage
Centralized Inspectorate Training	• Deliver training curriculum and program including additional specialized training opportunities, refreshers and updated training • Detail the number of agents and inspectors who have received training alongside the nature of training received
24-hour Call Centre	• Maintain province-wide operation of 310-SPCA hotline and call centre • Where an independently-operated 24-7 animal cruelty hotline is not maintained by an affiliate/branch, it must be fully integrated with the province-wide 24-7 310-SPCA hotline and call centre • Continue to ensure complaints can be received by the OSPCA from virtually anywhere in the province and, respectively, investigators can be dispatched quickly from the most practical branch/affiliate • Initiate requirement for all branches/affiliates that do not maintain independent 24-7 hotlines to display 310-SPCA banner or square "report animal cruelty – 310-SPCA" image • Track and report, by nature and location, the percentage of calls referred to police due to immediate distress • Review the statistics of complaints received, including the number, nature and location, that required emergency response (after hours) to identify where any service delivery gaps could be addressed • Where discovered, address service delivery gaps
Major Case Management Team	• Ensure all MCMT members receive training that is critical to performing in the role, including but not limited to, relevant IT

Areas of Focus	Objectives
	systems training, policies & procedures, etc. • Distinguish between first-time training for new staff from that of ongoing training which ensures MCMT staff maintain the appropriate level of knowledge and skills to perform their duties • Establish written protocols for MCMT members' conduct and responsibilities at scenes including briefings/de-briefings, situational duties and reporting structures • Provide specialized training to each MCMT member
Zoo and Aquarium Registry & Inspections	*Inspections* • Maintain zoo and aquarium inspection program • Unregistered facilities – conduct a minimum of 2 unscheduled inspections per zoo/aquarium per year • Registered facilities – conduct a minimum of 1 scheduled and 1 unscheduled inspection per zoo/aquarium per year for a minimum total of 2 inspections per year • Provide the Province with inspection data, upon request, including: zoo/aquarium names, the month and year whereby an inspection was completed, a list of completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results
	Registry • Maintain registry database with information for each facility that shall include: a) contact information; b) animal inventory; c) disposition plan; d) access to veterinarian; e) euthanasia policy; and f) breeding program • Provide the Province with registry-related information, upon request, including: zoo/aquarium names, total provincial inventory of animals from participating facilities, date when a facility was added to the registry, total complaints received sorted by complaint type and complaint status • Develop and implement a communications policy that would respond to any requests for information related to the registry that might arise
	Staffing • Maintain minimum of two dedicated staff for zoo/aquarium inspections and registry • Expand number of additional available, trained investigators as

Areas of Focus	Objectives
	backups and support as needed
Northern Ontario Programming	• Deliver strategic support/services (e.g., spay/neuter programs) to areas or initiatives deemed relevant by the OSPCA • Track and describe how associated funds were employed, by specific location, and the subsequent benefits generated for the region
First Nations Strategy	• Clearly advertise or present opportunities to First Nations communities to receive animal welfare/protection related programming from the OSPCA • Where First Nations communities demonstrate interest, deliver related outreach programming • Track and report on (a) how opportunities were presented to which specific First Nations communities; (b) those communities interested in receiving such programming; (c) the nature of the programming ultimately delivered; and (d) when it was delivered
Accountability and Governance	• Maintain a third party review process to hear and independently process unresolved public complaints • Provide the Ministry with the opportunity to attend annual general meetings and Investigations Advisory Committee meetings

SCHEDULE "D"

BUDGET

1. BUDGET OVERVIEW

The Funds the Ministry is providing the Recipient shall be used by the Recipient to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

The Maximum Funds payable by the Ministry to the Recipient under this Agreement shall be Eleven Million Dollars ($11,000,000.00).

The Ministry shall provide the Recipient with up to Five Million Five Hundred Thousand Dollars ($5,500,000.00) per Funding Year.

NOTE: the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1. Furthermore, the individual allocations as described in the table(s) below are subject to change by recommendation of the OSPCA Board of Directors and upon the Ministry's approval.

The following table outlines the budget for Year 1.

Year 1 Budget

Project Areas of Focus	Budget (Year 1)
Province-wide Coverage	$3,200,000
Centralized Inspectorate Training	$875,000
24-hour Call Centre	$450,000
Major Case Management Team	$400,000
Zoo and Aquarium Registry & Inspections	$250,000
Northern Ontario Programming	$200,000
First Nations Strategy	$125,000
Total	$5,500,000

Year 2 Budget

The preliminary budget for Year 2 is outlined below. The Budget for Year 2 could be discussed with the Recipient following the Ministry's receipt of the Interim Report for Year 1, and further adjustments may be made.

Project Areas of Focus	Budget (Year 2)
Province-wide Coverage	$3,200,000
Centralized Inspectorate Training	$875,000
24-hour Call Centre	$450,000
Major Case Management Team	$400,000
Zoo and Aquarium Registry & Inspections	$250,000
Northern Ontario Programming	$200,000
First Nations Strategy	$125,000
Total	$5,500,000

2. BUDGET DETAILS

Province-wide Coverage (i.e., funding to affiliates, branches), unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of non-MCMT investigators and support staff, including benefits/overtime (OT)
- Investigation-related expenses including travel, overtime and necessary equipment
- Related Information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Other direct operating expenses (ODOE), excluding land costs
- Staffing that the OSPCA requires in its Provincial Office for the purpose of administering this agreement and developing reports
- Communications (all priority objectives and related strategies)

Centralized Inspectorate Training, unless otherwise pre-approved by the Ministry, must be limited to:

- Delivery of comprehensive inspector and agent training program
- Delivery of additional specialized training, refreshers and updated training
- Delivery of appropriate training for specific roles, for example, in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection, videography, interviewing, scribing, safety officer, and major case management
- Salary of the dedicated training personnel including benefits/OT

- Related information technology (IT) including hardware and dedicated software
- Other ODOE, excluding land costs

24-hour call centre, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of call centre staff involved including benefits/OT
- Call centre related expenses including travel
- Specialized call centre training
- Related IT costs including hardware and dedicated software, licensing and maintenance agreements
- Use of office space and related costs
- Other ODOE, excluding land costs

Major Case Management Team, unless otherwise pre-approved by the Ministry, must be limited to:

- Delivery of specialized training
- Salaries of specialized investigators and support staff, including benefits/OT
- Investigation-related expenses including travel, and equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Other ODOE, excluding land costs

Zoo and Aquarium Registry & Inspections, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of zoo & aquarium inspection and support staff, including benefits/overtime (OT)
- Inspection-related expenses including travel and necessary equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for inspectors
- Other ODOE, excluding land costs
- development and maintenance (e.g., any licensing/hardware costs) of the resulting database

Northern Ontario Programming, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of staff involved in activities specifically benefiting Northern Ontario including benefits/OT
- Related expenses including travel, and necessary equipment
- Related information technology (IT) including hardware and dedicated software

- Use of office space and related costs, vehicles for front-line staff
- Related ODOE excluding land costs

First Nations Strategy, unless pre-approved by the Ministry, must be limited to:

- Salaries of staff involved in specific outreach activities including benefits/OT
- Related expenses including travel, and necessary equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Related ODOE excluding land costs

Note: All other items are not eligible unless pre-approved by the Ministry

SCHEDULE "E"

PAYMENT PLAN

1. SCHEDULE OF PAYMENTS

In Year 1, the first payment of funds of up to three million three hundred thousand dollars ($3,300,000.00) will be made upon the execution of the Agreement.

A second payment of funds of up to two million two hundred dollars ($2,200,000.00) will be provided to the Recipient upon:

- the Ministry's review of the Interim Report that satisfies the Ministry that the Recipient is in compliance with the terms and conditions of the Agreement, including:
  - enhancing its operations, governance and accountabilities on an ongoing basis;
  - meeting/progressing on the project areas of focus and specific objectives, to the extent that the Ministry deems to be appropriate, outlined in Schedules "A" and "C"; and
  - providing progress recorded in the reporting requirements and template as presented in Schedule "F".

In Year 2, the Ministry's payment of Funds is conditional on the Recipient's:

- Compliance with the terms and conditions in Year 1, including enhancing its operations, governance and accountabilities on an ongoing basis to the extent that the Ministry determines to be adequate; and

- Timely submission of the Year 1 Final Report (i.e., by March 1, 2016) in accordance with the requirements of Schedules "C", "D", & "F" respecting the use of Funds for the previous Funding Year;

- On-going reporting that demonstrates the Recipient is meeting/progressing on the project areas of focus and specific objectives detailed in Schedule "A" and "C" to the extent that the Ministry determines to be appropriate.

Provided these conditions are met, funding in Year 2 will be provided as follows:

The first payment of funds of up to three million three hundred thousand dollars ($3,300,000.00) will be made upon the Ministry's acceptance of the Final Report for Year 1.

A second payment of funds of up to two million two hundred thousand dollars ($2,200,000.00) will be provided to the Recipient upon submission of the Interim Report for Year 2 (due December 1, 2016).

2. RETURN OF FUNDS

The Recipient shall return to the Ministry any Funds that it has not spent in accordance with this Agreement by April 15, immediately following the end of each Funding Year. The cheque must be made payable to the Minister of Finance.

SCHEDULE "F"

REPORTING TIMELINES AND REPORT REQUIREMENTS

1. TIMELINES

In accordance with Article 7 of the Agreement, the Recipient shall provide the Ministry with:

(a) Year 1

i. Interim Report, including relevant financial expenditures, in the form set out in Schedule "F" by December 1, 2015.

ii. Final Report, including relevant financial expenditures, in the form set out in Schedule "F" by March 1, 2016.

(b) Year 2

i. Interim Report, including relevant financial expenditures, in the form set out in Schedule "F" by December 1, 2016.

ii. Final Report, including relevant financial expenditures, in the form set out in Schedule "F" by March 1, 2017.

(c) Monthly (Ongoing)

i. Commencing one month after the signing of this agreement, the OSPCA will provide the Ministry with completed Monthly Activity Reports no later than five business days after the last day of the preceding subject month and in a form as outlined in Section 2 of this schedule.

An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the year-end final report. As the Ministry must review and analyze all reports on a timely basis, it is critical that the reports be submitted on the due dates.

2. MONTHLY ACTIVITY REPORTS

Monthly Activity Reports pertaining specifically to the activities funded under this Agreement shall be provided to the Ministry. The reports can be formatted in either Microsoft Excel or Word, but must include the following statistics for: (a) the current month and will also include; and (b) a running total for the Funding Year. A brief associated description of each statistic, where appropriate, must also be provided. Categories must include, but not be limited to the following items:

Province-Wide Coverage: Immediate distress calls, number of orders issued, number of inspections carried out, number of cruelty investigations, number of warrants issued

Centralized Inspectorate: Number of specialized training hours, number of hours training, number of hours mentoring, number of investigators participating

24-Hour Call Centre: Number of calls dispatched daily (average), number of calls dispatched to police (immediate distress), number of calls dispatched sourced from the emergency extension,

quality of service (%), average response time, dropped calls (%), total calls dispatched from the call centre

Major Case Management Team: Number of times dispatched, number of working hours, the general category of animals involved in each dispatch (e.g., livestock, domestic animals), number of team members, number of team training hours, number of new training hours, number of refresher training hours

Zoos & Aquariums: Number of zoos and aquariums, number of zoos and aquariums fully registered with the OSPCA, number of zoos and aquariums with wildlife, both number of registered and unregistered zoos and aquariums that have received first and second annual inspections, complaints received, complains investigated, orders issued

Northern Ontario Programming: Number of investigations initiated, by location, number of investigation hours

First Nations Strategy: Number and names of First Nations contacted, number and names of First Nations that are participating in enhanced programming or that have received programming, number of training and support hours

Accountability and Governance: Number of complaints received and number of complaints resolved by the Third Party Review Committee, number of complaints filed with the Animal Care Review Board (ACRB), number of ACRB decisions reviewed, number of ACRB decisions

3. YEAR 1 AND 2 -- INTERIM AND FINAL REPORTS

For Year 1 and Year 2, both Interim and Final Reports, the following elements should be included one package:

(A) Executive Summary:

Include an executive summary that details how provincial funds were spent over the Funding Year and how those funds contributed to improving animal protection and reducing animal cruelty in Ontario. The Executive Summary should address progress and any key achievements falling under categories described in Schedule "C".

(B) Detailed Expense Reports:

Following the Executive Summary, include detailed expense reports including footnoted explanations to key items, as appropriate. Final funding figures to branches and affiliates distributed under the province-wide coverage funding (described in Schedule "C") shall be included in this section.

(C) Deliverables Report:

Indicate progress on deliverables using the template below:

PERFORMANCE REPORT: ONTARIO-OSPCA TPA (2015/16 – 2016/17) INTERIM/FINAL

Last Updated: DATE

The following chart lists all Year 1/Year 2 Project Areas of Focus and Specific Objectives as they appear in Schedule "C" of the 2015/16 – 2016/17 Ontario-OSPCA Transfer Payment Agreement (TPA). It serves as a tool to track progress toward meeting the TPA's requirements.

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES		REPORT ON PROGRESS / OUTCOMES
Province-wide Coverage ($3,200,000)		
	Distributed as per funding formula outlined in Section 2 of schedule "C".	[Suggested response format:] [Line 1: One line clearly articulating the status with respect to the objective, as appropriate (e.g., "Province-wide coverage funding has been successfully delivered as per funding formula).] [Line 2/new paragraphs: if necessary, provide: (a) a more detailed description of progress; and/or (b) any outcomes, successes, or barriers applicable to that deliverable.]
	Ensure that all regions in Ontario are effectively served by a local branch/affiliate by maintaining province-wide law enforcement activities and related MOU with each affiliate that receives funding.	
	Maintain MOUs with each affiliates that confirm the affiliates' commitment to assist in providing province-wide coverage and acknowledge the Chief Inspector's authority.	
	Implement regional response models which utilize, where possible, the investigative staff to support dispatchers.	
	Implement an investigations software system to analyse and monitor province wide service delivery and welfare trends.	
	Establish and implement a formal policy for response to non-urgent complaints including response time limits and coverage.	
Centralized Inspectorate Training ($875,000)		
	Deliver training curriculum and program including additional specialized training opportunities, refreshers and updated training.	
	Detail the number of agents and inspectors who have received training alongside the nature of training received.	
24-hour Call Centre ($450,000)		
	Maintain province-wide operation of 310-SPCA hotline and call centre	

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES		REPORT ON PROGRESS / OUTCOMES
	Where an independent 24-7 animal cruelty hotline is not maintained by an affiliate/branch, it must be fully integrated with the province-wide 24-7 310-SPCA hotline and call centre.	
	Continue to ensure complaints can be received by the OSPCA from virtually anywhere in the province and, respectively, investigators can be dispatched from the most practical branch/affiliate.	
	Initiate requirement for all branches/affiliates that do not maintain independent 24-7 hotlines to display 310-SPCA banner or square "report animal cruelty – 310-SPCA" image.	
	Track and report, by nature and location, the percentage of calls referred to police due to immediate distress.	
	Review the statistics of complaints received, including the number, nature and location, that required emergency response (after hours) to identify where any service delivery gaps could be addressed.	
	Where discovered, address service delivery gaps.	
Major Case Management Team ($400,000)		
	Ensure all MCMT members receive training that is critical to performing in the role, including but not limited to, relevant IT systems training, policies & procedures, etc.	
	Distinguish between first-time training for new staff from that of ongoing training which ensures MCMT staff maintain the appropriate level of knowledge and skills to perform their duties.	
	Establish written protocols for MCMT members' conduct and responsibilities at scenes including briefings/de-briefings, situational duties and reporting structures.	
	Provide specialized training to each MCMT member.	
Zoo and Aquarium Registry & Inspections ($250,000)		
Inspections		
	Maintain zoo and aquarium inspection program.	
	Unregistered facilities – conduct a minimum of 2 unscheduled	

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES		REPORT ON PROGRESS / OUTCOMES
	inspections per zoo/aquarium per year.	
	Registered facilities – conduct a minimum of 1 scheduled and 1 unscheduled inspection per zoo/aquarium per year for a minimum total of 2 inspections per year.	
	Provide the Province with inspection data, upon request, including: zoo/aquarium names, the month and year whereby an inspection was completed, a list of completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results.	
Registry		
	Maintain registry database with information for each facility that shall include: a) contact information; b) animal inventory; c) disposition plan; d) access to a veterinarian; e) type (e.g., roadside, travelling, private) of zoo/aquarium; f) euthanasia policy; and g) breeding program.	
	Provide the Province with registry-related information, upon request, including: zoo/aquarium names, total provincial inventory of animals from participating facilities, date when a facility was added to the registry, total complaints received sorted by complaint type and complaint status.	
	Develop and implement a communications policy would respond to any requests for information related to the registry that might arise.	
Staffing		
	Maintain minimum of two dedicated staff for zoo/aquarium inspections and registry.	
	Expand number of additional available, trained investigators as backups and support as needed.	
Northern Ontario Programming ($200,000)		

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
Deliver supplemental support/services (e.g., spay/neuter programs) to areas or initiatives deemed relevant by the OSPCA.	
Track and describe how associated funds were employed, by specific location, and the subsequent benefits generated for the region.	
First Nations Strategy ($125,000)	
Clearly advertise or present opportunities to First Nations communities to receive animal welfare/protection related programming from the OSPCA.	
Where First Nations communities demonstrate interest, deliver related outreach programming.	
Track and report on (a) how opportunities were presented to which specific First Nations communities; (b) those communities interested in receiving such programming; (c) the nature of the programming ultimately delivered; and (d) when it was delivered.	
Accountability and Governance	
Maintain a third party review process to hear and independently process unresolved public complaints.	
The Ministry must be provided the opportunity to attend annual general meetings and Investigations Advisory Committee meetings.	

Court File No. 749/13

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

JEFFREY BOGAERTS

Applicant

-and-

THE ATTORNEY GENERAL OF ONTARIO

Respondent

AFFIDAVIT OF CONNIE MALLORY
(Sworn May 2, 2017)

I, CONNIE MALLORY, of KINGSTON in the province of ONTARIO, MAKE OATH AND SAY:

1. I am the Chief Inspector of the Ontario Society for the Prevention of Cruelty to Animals ("OSPCA" or "the Society"). I have knowledge of the facts and matters hereinafter deposed to, except where noted as being based on information and belief.

2. My affidavit is broken into the following parts:

   (i) Background and Experience
   (ii) OSPCA search and seizure procedure;
   (iii) OSPCA internal checks on its enforcement powers;
   (iv) Funds from animal seizure;
   (v) Zoos and aquariums; and
   (vi) Media.

PART I: BACKGROUND AND EXPERIENCE

3. I have held this position since December, 2010. Previously, I was a Senior Inspector for the OSPCA, from 2005 until 2009 and acting Chief inspector from December 2009 until December 2010.[1]

4. Section 6.1(1) of the *Ontario Society for the Prevention of Cruelty to Animals Act*[2] ("the *Act*") provides for the Society's appointment of a Chief Inspector. As Chief Inspector for the OSPCA, my powers and duties are as follows, as provided for by s. 6.1(2) of the *Act*:

> In addition to the powers and duties of an inspector or an agent of the Society, the Chief Inspector shall have the powers and duties that may be prescribed by regulation, including the power to establish qualifications, requirements and standards for inspectors and agents of the Society, to appoint inspectors and agents of the Society and to revoke their appointments and generally to oversee the inspectors and agents of the Society in the performance of other duties.

5. The prescribed powers of the Chief Inspector are set out in Ontario Regulation 59/09.

6. The OSPCA has entered into a Memorandum of Understanding ("MOU") with each of its affiliates, which establishes the Chief Inspector's authority over investigators, including those employed by the affiliates.[3]

7. As Chief Inspector I am ultimately responsible for the overall management and administration of the Ontario SPCA investigations program, establishing policy, standards, training and budgeting, and appointing all Agents and Inspectors.

PART II: OSPCA SEARCH AND SEIZURE PROCEDURE AND TRAINING

8. Further to the powers set out in the Act and Regulations, the Society has established an Investigations Policy and Procedures Manual ("Policy Manual"). Attached is the portion of the Policy Manual dealing with search warrants and rights of entry.[4]

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[1] Attached as Exhibit "A" is a copy of my curriculum vitae.

[2] Attached as Exhibit "B" is a copy of: *Ontario Society for the Prevention of Cruelty ty Animals Act*, R.S.O. 1990, c. O.36.

[3] Attached as Exhibit "C" is a copy of our MOU template.

9. Standing orders are another tool I have to direct agent and inspector conduct. For example, a previous standing order has required police attendance in all searches under a warrant.[5] These standing orders are now incorporated into the Policy Manual.

10. All OSPCA agents and inspectors undergo extensive training. The OSPCA is mandated by the terms of the 2013 Transfer Payment Agreement ("TPA") to have a Deputy Chief of Training. Since that time the position has been held by Darren Grandel.[6]

Agent Recruits

11. New Agents are recruited and screened by the Regional/Senior Inspector, who conducts a home interview prior to approving a new candidate. Once approved, the Agent Recruit must complete 40 hours of online training, 4 weeks of in-class study, 1 week each of livestock and equine training at the University of Guelph, 160 hours of ride-a-longs with a senior officer and two weeks of evaluation and emotional intelligence inventory.[7]

12. Topics covered during the in-class component include Principles of Investigation, Understanding the Ontario SPCA Act, Evidence Collection and Personal Safety Training, among others. Within the Principles of Investigation module, Agent Recruits receive specific instruction on the *Criminal Code*, the *Charter*, rules of evidence, burdens of proof and case law relevant to search and seizure. The in-class training component culminates with a mock investigation and a mock trial.

13. From start to finish, Agent Recruit training lasts for approximately 16 weeks. Each stage of training is followed by a test. Agent Recruits must achieve an 80% score or better to pass. If an Agent Recruit does not attend and successfully complete all stages of the Training Program they are removed from the Program and are ineligible to be appointed as an Agent.[8][9]

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[4] Attached as Exhibit "D" is a copy of the portions of the Investigations Policy and Procedures Manual dealing with search warrants and rights of entry.
[5] Attached as Exhibit "E" is a copy of Standing Order 004 "Cost Recovery Program"
[6] Attached as Exhibit "F" is a copy of the 2013 – 2015 Transfer Payment Agreement
[7] Attached as Exhibit "G" is a copy of the OSPCA Agent Training Program Course Overview
[8] Attached as Exhibit "H" is a copy of the Agent Application Process Document
[9] Attached as Exhibit "I" is a copy of the OSPCA Standing Order on mandatory Agent training

14. In August 2010, it came to my attention that two Agent Recruits may have cheated on an exam. I brought in a third-party investigator to look into the situation. The third-party investigator determined that they had, in fact, cheated and they were thereupon expelled from the training program.

Continuing Professional Development

15. It is mandatory for Officers and Inspectors to continue to undergo a week of training each year. The OSPCA holds an annual educational conference that lasts for 3 days. Attendance is mandatory.[10]

16. We hold an Inspector Development Program periodically to ensure that their knowledge and practical skills remain current. For example, in 2011 all agents underwent retraining on livestock assessment.

Search and Seizure Powers

17. The OSPCA does not enter a dwelling without a search warrant. This is the case even where the Officer is of the opinion that an animal is in immediate distress, or, to determine compliance with an earlier order. The OSPCA Policy Manual clearly states that the right of entry in s. 13(6) does not extend to dwellings and that an Officer requires either consent or a warrant to enter a dwelling to check for compliance with an order.[11]

PART III: OSPCA INTERNAL CHECKS ON POLICE POWERS

18. As Chief Inspector for the OSPCA, I am the Society's chief law enforcement officer. I am therefore responsible for the administration of all OSPCA agents and inspectors across Ontario. Pursuant to this, I oversee and administer a range of internal checks and balances on officers' power to exercise their duties. In the event that an officer oversteps his or her statutory authority, I ensure that the appropriate disciplinary measures are taken.

19. Such disciplinary measures can include: suspension without pay; a probationary period; or, in extreme circumstances, revocation of the officer's appointment. I can confirm that I have

[10] Attached as Exhibit "J" are copies of the OSPCA Educational Conference Agendas from 2015 and 2016.
[11] See Exhibit "D", portions of the Investigations Policy and Procedures Manual dealing with search warrants and rights of entry.

meted out such discipline as Chief Inspector. During my tenure as Chief I have formally disciplined 14 officers and terminated 10 officers.

20. The dissemination of internal memoranda and related supplementary training for officers are other ways in which I, as Chief Inspector, ensure that lessons learned are effectively conveyed to enforcement officers. For example, where an officer oversteps the bounds of his or her authority, the situation will likely be discussed by Senior Inspectors at a meeting, who will subsequently pass on the lessons learned to inspectors in their respective regions. An OSPCA memorandum would also typically be sent to all officers or to Senior Inspectors to circulate to their officers. These memoranda would be reinforced with training incorporating the new lessons learned.

21. The OSPCA also has a detailed complaints process. Instructions on how to make a complaint against an OSPCA Agent or Inspector are available on the OSPCA website.[12] In extreme circumstances, as mentioned above, suspension and revocation of an officer's appointment are disciplinary measures that are available to me. These measures are established in the Society's bylaws, which are specifically contemplated in s. 6.1(3) of the *Act*: "The Society may pass by-laws, not contrary to law, as it considers necessary for the control and management of its affairs and the carrying out of its object." Section 15.3 of the OSPCA's Bylaw 12 states:

> 15.3 Suspensions and Revocations
>
> The Chief Inspector shall investigate any allegation he or she receives or any circumstances of which he or she becomes aware that suggests that an Agent or Inspector has:
>
> a) Failed, or is failing, to comply with one or more of his or her obligations;
>
> b) Misconducted himself or herself, including by breaching any of the provisions of Section 15; or
>
> c) Failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment.
>
> Where the Chief Inspector determines that it is appropriate, he or she may retain a third party to investigate the matter. The Agent or Inspector that is the subject of

[12] Attached as Exhibit "K" is a copy of the OSPCA online instructions on how to make a complaint. http://ontariospca.ca/about-us/faq.html?_ga=1.264345359.1611285170.1480369711

such investigation shall cooperate fully with the investigation and shall be given an opportunity to make written or oral submissions.

Where the Chief Inspector determines that the continued status of the person as an Agent or an Inspector during the period of investigation would jeopardize the reputation of the Society or the safety of animals or the public, he or she may suspend the status of such person as an Agent or an Inspector during the period of investigation. While suspended, a person does not have the power or authority of an Agent or Inspector. Any suspension shall be in writing and shall state the reasons for the suspension and the rights of the suspended Agent or Investigator to address the Chief Inspector prior to a determination being made as to the revocation of his or her appointment.

If at the conclusion of the investigation, the Chief Inspector determines that there is no reasonable basis to conclude that Inspector or the Agent:

a) Has failed, or is failing, to comply with one or more of his or her obligations set out in Section 15;

b) Has misconducted himself or herself, including by breaching any of the provisions of Section 15; or

c) Has failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment;

the matters shall be reported to the Agent or Investigator and the matter shall be at an end. If the Agent or the Inspector's status had been suspended, it shall be restored.

If at the conclusion of the investigation, the Chief Inspector determines that there, is a reasonable basis upon which to conclude that the Agent or Inspector:

a) Has failed, or is failing, to comply with one or more of his or her obligations;

b) Has misconducted himself or herself, including by breaching any of the provisions of Section 15; or

c) Failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment;

the Chief Inspector may continue, issue or lift any suspensions, revoke the appointment or set terms for continued status of the Agent or Inspector, all as it determines appropriate. The decision of the Chief Inspector shall be final.[13]

[13] Attached as Exhibit "L" is a copy of OSPCA Bylaw 12.

PART IV: FUNDS FROM ANIMAL SEIZURE

22. When the OSPCA conducts an investigation, they may or may not seize the animal, depending on the veterinarian's assessment of the animal's condition. Another factor may be whether the animal's owner or custodian has complied with the OSPCA Inspector's previous orders made under s. 13(1) of the Act.

23. In the event of animal seizure by the OSPCA, the animal's owner may be required to pay the costs the OSPCA incurred while caring for the animal in order to reclaim possession of the animal. This is set out in s. 15(1) of the Act:

> If an inspector or an agent of the Society has provided an animal with food, care or treatment, the Society may serve on the owner or custodian of the animal a statement of account respecting the food, care or treatment and the owner or custodian is ... liable for the amount specific in the statement of account.

24. Upon service of the OSPCA's statement of account, the owner has five business days to pay the amount in order to reclaim possession of the animal. After the date of forfeit, or where the owner cannot be located, the Society may sell the animal. Any proceeds of the sale in excess of what the Society used to care for the animal are held in trust for the owner. This is set out in s. 15(2) of the Act.

25. In practice, the only situation in which the OSPCA generally finds itself with funds in excess of those it used to defray the animal's cost of care is where it sells the animal to a third party for more than it cost to pay for their upkeep, for example, in the case of cattle. This is very rare. In the more typical case, such as when a dog is seized and the Society issues a statement of account to the owner for the veterinarian and kennel bills, there is almost always a negotiation through the Animal Care Review Board ("ACRB") wherein owners are granted possession of their animals for less than the total cost incurred.

26. Moreover, there is no longer an officer charge on the statement of account. Depending on the condition of the animal when seized or brought to a shelter, necessary medical treatment or foster care, and how long it takes for the animal to be adopted, the average cost of care for an animal varies from several hundreds of dollars to thousands of dollars. In cases where the owners

forfeit or cannot be located, the Society incurs substantial costs to care for the animal beyond the date of forfeit, which ultimately fall on the OSPCA to bear.

27. While I do not have exact figures, it is my view that the OSPCA typically incurs a significant loss in the upkeep and care of animals seized.

PART IV: OSPCA AND THE MEDIA

28. The OSPCA's object, as set out in s. 3 of the Act, is "to facilitate and provide for the prevention of cruelty to animals and their protection and relief therefrom". As a charitable organization, the Society relies, in large part, on donations from interested parties and members to support its activities in animal protection and care.

29. The OSPCA updates its donors on the status of its investigations in order to keep them informed of the Society's activities and, relatedly, of how their donor dollars are assisting the Society in fulfilling its object – namely, the protection and care of animals. In addition to serving the function of educating and informing donors about the Society's work, part of the purpose behind donor updates is to encourage further support for the Society's activities, without which, as a charity, the OSPCA could not function.

30. The Society is often approached by media when involved in high profile cases. The Society typically only approaches the media in situations where it obtains a conviction.

PART IV: ZOOS AND AQUARIUMS

31. In the April 1, 2013, TPA with the Ministry of Community Safety and Correctional Services the OSPCA committed to:

- Developing and maintaining a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry will enable the OSPCA to conduct proactive inspections of these facilities;

- Working with other organizations to determine a process and roles for regular inspections of zoos and aquariums and any other premises used to keep captive animals for exhibit or entertainment.

32. In this respect, the OSPCA has entered into agreements with certain animal care providers, such as zoos and aquariums. Where a provider voluntarily opts in to a compliance framework, this enhances the regulatory goals of the legislation. A registered provider that is actively engaged in meeting animal welfare standards will more likely be in compliance with the Act than an unregistered provider.[14] In any event, the OSPCA has the authority to perform spot inspections at any time, pursuant to s.11.4 of the Act.

Sworn before me at the Town of ~~New Market~~ Stouffville RM
in the Province of Ontario on May 2, 2017.

Ruth Marks
Commissioner for Taking Affidavits

Connie Mallory

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

[14] Attached as Exhibit "M" is a copy of the OSPCA Zoo Registration Letter.

THIS IS EXHIBIT "A" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2 ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

Connie Mallory

Experience 2010 – Current

Provincial Office
16586 Woodbine Ave.
Newmarket, Ontario

Chief Inspector

- Responsible for the overall management and administration of the Ontario SPCA investigations program
- Chief Law enforcement officer of the Society
- Responsible for setting strategies of the department including developing policy, standards, training and budgeting
- Program management
- Participates in the development of and maintains written Investigation protocol's
- Responsible for making decisions for the Investigation Department and activities carried out by the inspectorate based on information gathered and provided by Sr. Investigative staff, weighting alternatives and available information and seeking out and consulting with specialists
- Responsible for putting the strategic business plan of the department into action
- Responsible for appointment of Agents and Inspectors, under the Ontario SPCA Act
- Responsible for developing and issuing Standing Orders
- Provides leadership to Committees of the Society, as required, including the Investigations Advisory Committee
- Responsible for the management of all Ontario SPCA inspectors and agents and improving organizational performances

2009- 2010

Ontario SPCA Provincial Office
16586 Woodbine Ave.
Newmarket, Ontario

Acting Chief Inspector

2005- 2009

Ontario SPCA Provincial Office
16586 Woodbine Ave.
Newmarket, Ontario

Sr. Inspector (East Region)

- Participates in the development of and maintains written Investigation protocol's
- Participates in the development of protocols for preparing criminal charges, crown briefs, reporting child abuse, etc
- Enforce the Ontario Society for the Prevention of Cruelty to Animals Act, Criminal code of Canada, and other laws pertaining to the welfare of and the prevention of cruelty to animals.

- Orientating, scheduling, training, motivating and supervising staff to gain cooperation in meeting the goals and objectives of the Ontario SPCA.
- Assist designate in emergency preparedness for the Ontario SPCA, continuing to work with communities, government and not government agencies to enhance the emergency preparedness program.
- Assists with enquiries from the general public and speaking publicly on behalf of the OSPCA
- Assists with the preparation of criminal charges and crown briefs for agents and inspectors across Ontario
- Provides guidance to the investigators in Eastern Ontario
- Attends meetings and provides management reports to the Chief Inspector.

1994-2005 OSPCA Lennox & Addington Branch
Napanee, Ontario

Shelter Manager & Inspector

- Investigations in the L & A County as well as regionally while fulfilling my position as regional inspector. – Including responding to cruelty complaints, preparing crown briefs, preparing monthly activity reports and supporting agents in other counties when required.
- Administration –Preparing annual budget, deposits, staffing, inventory control, drug control, health & safety, day to day operations of shelter and statistical reporting
- Fundraising – Coordinator for Telethon, Walkathon, Yard Sale, Dances, Xmas town and other successful events.
- Public relation – I have developed strong relations with local media, veterinarian and Public Officials. Public speaking at local service groups and schools. I am a strong advocate of animal welfare.
- Animal Health Care – responsible for the health and welfare of over 1600 animals annually at the L & A SPCA

1987 - 1994 Richmond Veterinary Clinic
Napanee, Ont.

Veterinary Assistant (small animal practice)

- Office Reception
- Surgical assistant
- Drug inventory, including controlled drugs
- Lab diagnostics
- Responsible for pre & post operative care of surgical animals.

1982-1987 Oak Acres Farm Napanee, Ont.

Herds Person (200 head Purebred Holstein Farm)

- Herd Health & nutrition
- Breeding program, including artificial insemination
- Milking, increasing milk production

- Dry cow management
- Heifer management

1976-1982 Campbellford Veterinary Clinic
Campbellford Ontario

Veterinary Assistant (mixed animal practice)

- Office management
- Surgical assistant.
- Reception
- Drug inventory including controlled drugs
- Lab diagnostics
- Pre and Post operative care of surgical animals

1976-1987 Self Employed

Equestrian Coach & Trainer

- Competitor
- Horse management
- Breeding program
- Eastern Ontario Youth Team Coach, responsible for the horses, training & coaching of six youth members annually to compete in Eastern Canada
- 4H Leader, assisting the Ontario Ministry of Agriculture & Food to develop the horse management handbook.

Education/ Training

- Coach/ Mentoring – Pat Comley
- Marcus- Evans Strategies for a Robust Leadership pipeline
- University of Florida – Vet Forensic Sciences (IVFSA) Conference
- OSPCA Infection Control & Disease Management
- Ontario SPCA Education conferences
- True Colours
- Fred Pryor – Time Management
- Fred Pryor – staff to supervisor
- Inspector Training Certificate – Ontario SPCA
- IMS 100
- IMS 200
- EM 200
- Agent Training Certificate – Ontario SPCA
- Livestock Training – Guelph University
- Canadian Federation of Humane Society's Conference
- OSPCA Personal Safety training, Baton and OC
- FEMA – IS-00100.b Introduction to Incident Command System
- FEMA - IS-00200.b ICS for Single Resources and Initial Action Incident
- FEMA - IS-00700.a National Incident Management System (NIMS) An Introduction
- ASPCA – FIR 1: Rescuing Animals from Cruelty and Disasters

- ASPCA – FIR 3: The ASPCA Disaster Response Program
- ASPCA – FIR 4: Large Scale Animal Cruelty and Natural
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- ASPCA –FIR 9: Fundamentals of Emergency Sheltering
- ASPCA – FIR 10: Emergency Shelter medicine
- HSUS – Emergency management
- Emergency Livestock Rollover Training
- Gormley Equestrian College
- University of Guelph, continuing education courses in the agricultural program
- Eastern Breeders artificial insemination course
- Humane Transportation course
- Grade 13 Pickering Secondary School

THIS IS EXHIBIT "B" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

Français

Ontario Society for the Prevention of Cruelty to Animals Act

R.S.O. 1990, CHAPTER O.36

Consolidation Period: From May 28, 2015 to the e-Laws currency date.

Last amendment: 2015, c. 10, s. 1-8.

Legislative History: 1993, c. 27, Sched.; 1997, c. 39, s. 11, 12; 2001, c. 9, Sched. M; 2002, c. 27; 2006, c. 19, Sched. C, s. 1 (1); 2006, c. 19, Sched. F, s. 1-4; 2006, c. 21, Sched. C, s. 124; 2006, c. 34, s. 39; 2008, c. 16; 2009, c. 33, Sched. 9, s. 9; 2015, c. 10, s. 1-8.

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MISCELLANEOUS MATTERS

19. Inspector, etc., not personally liable
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REGULATIONS

INTERPRETATION

Interpretation

1. (1) In this Act,

"accredited veterinary facility" means a veterinary facility as defined in the *Veterinarians Act* that is accredited under that Act; ("établissement vétérinaire agréé")

"Board" means the Animal Care Review Board; ("Commission")

"business day" means a weekday, excluding a day that is a holiday; ("jour ouvrable")

"distress" means the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering or being abused or subject to undue or unnecessary hardship, privation or neglect; ("détresse")

"orca" means a member of the species *Orcinus orca*; ("épaulard")

"place" includes a vehicle or vessel; ("lieu")

"prescribed" means prescribed by regulation made under this Act; ("prescrit")

"veterinarian" means a person licensed as a veterinarian by the College of Veterinarians of Ontario. ("vétérinaire") 2008, c. 16, s. 1; 2009, c. 33, Sched. 9, s. 9 (1); 2015, c. 10, s. 1.

Minor owner, custodian

(2) Where the owner or custodian of an animal is a minor, the owner or custodian for the purposes of this Act is deemed to be the minor's parents or guardians. 2008, c. 16, s. 1.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 1 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (1) - 15/12/2009

2015, c. 10, s. 1 - 28/05/2015

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Society continued

2. The Ontario Society for the Prevention of Cruelty to Animals, a body politic and corporate incorporated by *An Act to Incorporate the Ontario Society for the Prevention of Cruelty to Animals*, being chapter 124 of the Statutes of Ontario, 1919, is continued under the name The Ontario Society for the Prevention of Cruelty to Animals in English and Société de protection des animaux de l'Ontario in French. R.S.O. 1990, c. O.36, s. 2.

Object

3. The object of the Society is to facilitate and provide for the prevention of cruelty to animals and their protection and relief therefrom. R.S.O. 1990, c. O.36, s. 3.

Membership

4. The Society shall consist of class A members, being affiliated societies, class B members, being individual members, and class C members, being honorary members, and each class has such rights and obligations as are provided in the by-laws of the Society. R.S.O. 1990, c. O.36, s. 4; 2008, c. 16, s. 3.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 3 - 01/03/2009

Board of directors; executive committee

5. The affairs of the Society shall be controlled and managed by a board of directors and by an executive committee, both of which shall be composed and have such powers and duties as are provided in the by-laws of the Society. R.S.O. 1990, c. O.36, s. 5; 2008, c. 16, s. 4.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 4 - 01/03/2009

Officers

6. The Society shall have such officers with such powers and duties as are provided in the by-laws of the Society. 2008, c. 16, s. 5.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 5 - 01/03/2009

Chief Inspector

6.1 (1) The Society shall appoint an employee of the Society as the Chief Inspector. 2008, c. 16, s. 5.

Powers, duties

(2) In addition to the powers and duties of an inspector or an agent of the Society, the Chief Inspector shall have the powers and duties that may be prescribed by regulation, including the power to establish qualifications, requirements and standards for inspectors and agents of the Society, to appoint inspectors and agents of the Society and to revoke their appointments and generally to oversee the inspectors and agents of the Society in the performance of their duties. 2008, c. 16, s. 5.

Same

(3) The Chief Inspector of the Society may have additional powers and duties as are provided in the by-laws of the Society. 2008, c. 16, s. 5.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 5 - 01/03/2009

By-laws

7. (1) The Society may pass such by-laws, not contrary to law, as it considers necessary for the control and management of its affairs and the carrying out of its object. R.S.O. 1990, c. O.36, s. 7 (1).

Approval

(2) No by-law of the Society is valid or shall be acted upon until it has been approved by a majority of the votes cast in accordance with the by-laws of the Society at an annual or special general meeting. R.S.O. 1990, c. O.36, s. 7 (2).

Annulment

(3) The Lieutenant Governor in Council may annul any by-law of the Society. R.S.O. 1990, c. O.36, s. 7 (3).

Powers

8. The Society,

(a) may acquire and hold as a purchaser, donee, devisee or legatee, or in any other capacity, any interest in real estate;

(b) may accept, receive and hold gifts, bequests or subscriptions of personal estate;

(c) may grant, lease, bargain for, mortgage, sell, assign or otherwise dispose of any of its real or personal estate;

(d) may erect, construct, equip and maintain such buildings and works as it considers advisable for its purposes; and

(e) may do all such other matters and things as it considers advisable for carrying out its object. R.S.O. 1990, c. O.36, s. 8.

Exemption of property from taxation

9. The lands and buildings of the Society are exempt from taxation except for local improvements and school purposes so long as they are held, used and occupied for the purposes of the Society. R.S.O. 1990, c. O.36, s. 9.

Prohibitions re holding out as Society, affiliated society

10. (1) No corporation or other entity, other than the Society or an affiliated society, shall,

(a) hold itself out as being the Society or an affiliated society having authority under this Act; or

(b) use the name "humane society", "society for the prevention of cruelty to animals" or "spca" or the equivalent of any of those names in any other language, alone or in combination with any other word, name, initial or description. 2008, c. 16, s. 6.

Exception

(2) Despite clause (1) (b), a corporation or other entity that was an affiliated society on April 3, 2008 may continue to use the name "humane society", "society for the prevention of cruelty to animals" or "spca", or the equivalent of any of those names in any other language, alone or in combination with any other word, name, initial or description, even if it is no longer an affiliated society. 2008, c. 16, s. 6.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 6 - 01/03/2009

Inspectors and agents

Powers of police officer

11. (1) For the purposes of the enforcement of this Act or any other law in force in Ontario pertaining to the welfare of or the prevention of cruelty to animals, every inspector and agent of the Society has and may exercise any of the powers of a police officer. 2008, c. 16, s. 7 (1).

Inspectors and agents of affiliates

(2) Every inspector and agent of an affiliated society who has been appointed by the Society or by the Chief Inspector of the Society may exercise any of the powers and perform any of the duties of an inspector or an agent of the Society under this Act and every reference in this Act to an inspector or an agent of the Society is deemed to include a reference to an inspector or agent of an affiliated society who has been appointed by the Society or by the Chief Inspector of the Society. 2008, c. 16, s. 7 (2).

Local police powers

(3) In any part of Ontario in which the Society or an affiliated society does not function, any police officer having jurisdiction in that part has and may exercise any of the powers of an inspector or agent of the Society under this Act. R.S.O. 1990, c. O.36, s. 11 (3).

Identification

(4) An inspector or an agent of the Society who is exercising any power or performing any duty under this Act shall produce, on request, evidence of his or her appointment. 2008, c. 16, s. 7 (3).

Interfering with inspectors, agents

(5) No person shall hinder, obstruct or interfere with an inspector or an agent of the Society in the performance of his or her duties under this Act. 2008, c. 16, s. 7 (3).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 7 (1-3) - 01/03/2009

OBLIGATIONS AND PROHIBITIONS RE CARE OF AND HARM TO ANIMALS

Standards of care and administrative requirements for animals

11.1 (1) Every person who owns or has custody or care of an animal shall comply with the prescribed standards of care, and the prescribed administrative requirements, with respect to every animal that the person owns or has custody or care of. 2015, c. 10, s. 2.

Exception

(2) Subsection (1) does not apply in respect of,

(a) an activity carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry; or

(b) a prescribed class of animals or animals living in prescribed circumstances or conditions, or prescribed activities. 2008, c. 16, s. 8.

Same

(3) Subsection (1) does not apply to,

(a) a veterinarian providing veterinary care, or boarding an animal as part of its care, in accordance with the standards of practice established under the *Veterinarians Act*;

(b) a person acting under the supervision of a veterinarian described in clause (a); or

(c) a person acting under the orders of a veterinarian described in clause (a), but only in respect of what the person does or does not do in following those orders. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2015, c. 10, s. 2 - 28/05/2015

Prohibitions re distress, harm to an animal

Causing distress

11.2 (1) No person shall cause an animal to be in distress. 2008, c. 16, s. 8.

Permitting distress

(2) No owner or custodian of an animal shall permit the animal to be in distress. 2008, c. 16, s. 8.

Training, permitting animals to fight

(3) No person shall train an animal to fight with another animal or permit an animal that the person owns or has custody or care of to fight another animal. 2008, c. 16, s. 8.

Owning animal fighting equipment, structures

(4) No person shall own or have possession of equipment or structures that are used in animal fights or in training animals to fight. 2008, c. 16, s. 8.

Harming law enforcement animals

(5) No person shall harm or cause harm to a dog, horse or other animal that works with peace officers in the execution of their duties, whether or not the animal is working at the time of the harm. 2008, c. 16, s. 8.

Exception

(6) Subsections (1) and (2) do not apply in respect of,

(a) an activity permitted under the *Fish and Wildlife Conservation Act, 1997* in relation to wildlife in the wild;

(b) an activity permitted under the *Fish and Wildlife Conservation Act, 1997* or the *Fisheries Act* (Canada) in relation to fish;

(c) an activity carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry; or

(d) a prescribed class of animals or animals living in prescribed circumstances or conditions, or prescribed activities. 2008, c. 16, s. 8.

Same

(7) Subsections (1) and (2) do not apply to,

(a) a veterinarian providing veterinary care, or boarding an animal as part of its care, in accordance with the standards of practice established under the *Veterinarians Act*;

(b) a person acting under the supervision of a veterinarian described in clause (a); or

(c) a person acting under the orders of a veterinarian described in clause (a), but only in respect of what the person does or does not do in following those orders. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

Veterinarians' obligation to report

11.3 Every veterinarian who has reasonable grounds to believe that an animal has been or is being abused or neglected shall report his or her belief to an inspector or an agent of the Society. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

PROHIBITION RE ORCA POSSESSION AND BREEDING

Prohibition of orca possession and breeding

11.3.1 (1) No person shall possess or breed an orca in Ontario. 2015, c. 10, s. 3.

Transition

(2) Despite subsection (1), a person may continue to possess an orca in Ontario if the person possessed the orca in Ontario on March 22, 2015. 2015, c. 10, s. 3.

Same

(3) Despite subsection (1), a person who first possessed an orca in Ontario on or after March 23, 2015, but before the day the *Ontario Society for the Prevention of Cruelty to Animals Amendment Act, 2015* received Royal Assent, may continue to possess the orca in Ontario until the day that is six months after the day the *Ontario Society for the Prevention of Cruelty to Animals Amendment Act, 2015* received Royal Assent. 2015, c. 10, s. 3.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 3 - 28/05/2015

PROTECTION OF ANIMALS BY SOCIETY

Inspection — animals kept for animal exhibition, entertainment, boarding, hire or sale

11.4 (1) An inspector or an agent of the Society may, without a warrant, enter and inspect a building or place where animals are kept in order to determine whether the standards of care or administrative requirements prescribed for the purpose of section 11.1 are being complied with if the animals are being kept for the purpose of animal exhibition, entertainment, boarding, hire or sale. 2015, c. 10, s. 4 (1).

Accompaniment

(1.1) An inspector or an agent of the Society conducting an inspection under this section may be accompanied by one or more veterinarians or other persons as he or she considers advisable. 2015, c. 10, s. 4 (1).

Dwellings

(2) The power to enter and inspect a building or place under this section shall not be exercised to enter and inspect a building or place used as a dwelling except with the consent of the occupier. 2008, c. 16, s. 8.

Accredited veterinary facilities

(3) The power to enter and inspect a building or place under this section shall not be exercised to enter and inspect a building or place that is an accredited veterinary facility. 2008, c. 16, s. 8.

Time of entry

(4) The power to enter and inspect a building or place under this section may be exercised only between the hours of 9 a.m. and 5 p.m., or at any other time when the building or place is open to the public. 2008, c. 16, s. 8.

(5) REPEALED: 2015, c. 10, s. 4 (2).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2015, c. 10, s. 4 (1, 2) - 28/05/2015

Power to demand record or thing

11.4.1 (1) An inspector or an agent of the Society may, for the purpose of ensuring that the standards of care or administrative requirements prescribed for the purpose of section 11.1 are being complied with, demand that a person produce a record or thing for inspection if the person owns or has custody or care of animals that are being kept for the purpose of animal exhibition, entertainment, boarding, hire or sale. 2015, c. 10, s. 5.

Subject of demand shall produce record or thing

(2) If an inspector or an agent of the Society demands that a record or thing be produced for inspection, the person who is subject to the demand shall produce it for the inspector or agent within the time provided for in the demand. 2015, c. 10, s. 5.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 5 - 28/05/2015

Warrant – places where animals kept

11.5 (1) A justice of the peace or provincial judge may issue a warrant authorizing one or more inspectors or agents of the Society named in the warrant to enter a building or place specified in the warrant, either alone or accompanied by one or more veterinarians or other persons as the inspectors or agents consider advisable, and to inspect the building or place and do anything authorized under section 11.4 if the justice of the peace or provincial judge is satisfied by information on oath that,

(a) an inspector or an agent of the Society has been prevented from entering or inspecting the building or place under section 11.4; or

(b) there are reasonable grounds to believe that an inspector or an agent of the Society will be prevented from entering or inspecting the building or place under section 11.4. 2008, c. 16, s. 8.

Telewarrant

(1.1) If an inspector or an agent of the Society believes that it would be impracticable to appear personally before a justice of the peace or provincial judge to apply for a warrant under subsection (1), he or she may, in accordance with the regulations, seek the warrant by telephone or other means of telecommunication, and the justice of the peace or provincial judge may, in accordance with the regulations, issue the warrant by the same means. 2009, c. 33, Sched. 9, s. 9 (2).

When warrant to be executed

(2) Every warrant issued under subsection (1) or (1.1) shall,

(a) specify the times, which may be at any time during the day or night, during which the warrant may be carried out; and

(b) state when the warrant expires. 2008, c. 16, s. 8; 2009, c. 33, Sched. 9, s. 9 (3).

Extension of time

(3) A justice of the peace or provincial judge may extend the date on which a warrant issued under this section expires for no more than 30 days, upon application without notice by the inspector or agent named in the warrant. 2008, c. 16, s. 8.

Other terms and conditions

(4) A warrant issued under this section may contain terms and conditions in addition to those provided for in subsections (1) to (3) as the justice of the peace or provincial judge considers advisable in the circumstances. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (2, 3) - 15/12/2009

Entry where animal is in distress

Warrant

12. (1) If a justice of the peace or provincial judge is satisfied by information on oath that there are reasonable grounds to believe that there is in any building or place an animal that is in distress, he or she may issue a warrant authorizing one or more inspectors or agents of the Society named in the warrant to enter the building or place, either alone or accompanied by one or more veterinarians or other persons as the inspectors or agents consider advisable, and inspect the building or place and all the animals found there for the purpose of ascertaining whether there is any animal in distress. 2008, c. 16, s. 9.

Telewarrant

(2) If an inspector or an agent of the Society believes that it would be impracticable to appear personally before a justice of the peace or provincial judge to apply for a warrant under subsection (1), he or she may, in accordance with the regulations, seek the warrant by telephone or other means of telecommunication, and the justice of the peace or provincial judge may, in accordance with the regulations, issue the warrant by the same means. 2008, c. 16, s. 9.

When warrant to be executed

(3) Every warrant issued under subsection (1) or (2) shall,

(a) specify the times, which may be at any time during the day or night, during which the warrant may be carried out; and

(b) state when the warrant expires. 2008, c. 16, s. 9.

Extension of time

(4) A justice of the peace or provincial judge may extend the date on which a warrant issued under this section expires for no more than 30 days, upon application without notice by the inspector or agent named in the warrant. 2008, c. 16, s. 9.

Other terms and conditions

(5) A warrant issued under subsection (1) or (2) may contain terms and conditions in addition to those provided for in subsections (1) to (4) as the justice of the peace or provincial judge considers advisable in the circumstances. 2008, c. 16, s. 9.

Immediate distress – entry without warrant

(6) If an inspector or an agent of the Society has reasonable grounds to believe that there is an animal that is in immediate distress in any building or place, other than a dwelling, he or she may enter the building or place without a warrant, either alone or accompanied by one or more veterinarians or other persons as he or she considers advisable, and inspect the building or place and all the animals found there for the purpose of ascertaining whether there is any animal in immediate distress. 2008, c. 16, s. 9.

Accredited veterinary facilities

(7) The power to enter and inspect a building or place under subsection (6) shall not be exercised to enter and inspect a building or place that is an accredited veterinary facility. 2008, c. 16, s. 9.

Definition – immediate distress

(8) For the purpose of subsection (6),

"immediate distress" means distress that requires immediate intervention in order to alleviate suffering or to preserve life. 2008, c. 16, s. 9.

Section Amendments with date in force (d/m/y)

1997, c. 39, s. 11 (1) - 30/04/1999

2002, c. 27, s. 1 (1-3) - 13/12/2002

2006, c. 19, Sched. F, s. 1 (1-3) - 22/06/2006

2008, c. 16, s. 9 - 01/03/2009

Authorized activities

Inspect animals, take samples, etc.

12.1 (1) An inspector or an agent of the Society or a veterinarian, who is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act, may examine any animal there and, upon giving a receipt for it, take a sample of any substance there or take a carcass or sample from a carcass there, for the purposes set out in the provision under which the inspector's, agent's or veterinarian's presence is authorized or the warrant is issued. 2008, c. 16, s. 9.

Same

(2) An inspector, agent or veterinarian who takes a sample or carcass under subsection (1) may conduct tests and analyses of the sample or carcass for the purposes described in subsection (1) and, upon conclusion of the tests and analyses, shall dispose of the sample or carcass. 2008, c. 16, s. 9; 2009, c. 33, Sched. 9, s. 9 (4).

Supply necessaries to animals

(3) If an inspector or an agent of the Society is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act and finds an animal in distress, he or she may, in addition to any other action he or she is authorized to take under this Act, supply the animal with food, care or treatment. 2008, c. 16, s. 9.

Seizure of things in plain view

(4) An inspector or an agent of the Society who is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act may, upon giving a receipt for it, seize any thing that is produced to the inspector or agent or that is in plain view if the inspector or agent has reasonable grounds to believe,

(a) that the thing will afford evidence of an offence under this Act; or

(b) that the thing was used or is being used in connection with the commission of an offence under this Act and that the seizure is necessary to prevent the continuation or repetition of the offence. 2008, c. 16, s. 9.

Report to justice, judge

(5) An inspector or an agent of the Society shall,

(a) report the taking of a sample or a carcass under subsection (1) to a justice of the peace or provincial judge; and

(b) bring any thing seized under subsection (4) before a justice of the peace or provincial judge or, if that is not reasonably possible, report the seizure to a justice of the peace or provincial judge. 2008, c. 16, s. 9.

Order to detain, return, dispose of thing

(6) Where any thing is seized and brought before a justice of the peace or provincial judge under subsection (5), the justice of the peace or provincial judge shall by order,

(a) detain it or direct it to be detained in the care of a person named in the order;

(b) direct it to be returned; or

(c) direct it to be disposed of, in accordance with the terms set out in the order. 2008, c. 16, s. 9.

Same

(7) In an order made under clause (6) (a) or (b), the justice of the peace or provincial judge may,

(a) authorize the examination, testing, inspection or reproduction of the thing seized, on the conditions that are reasonably necessary and are directed in the order; and

(b) make any other provision that, in his or her opinion, is necessary for the preservation of the thing. 2008, c. 16, s. 9.

Application of *Provincial Offences Act*

(8) Subsections 159 (2) to (5) and section 160 of the *Provincial Offences Act* apply with necessary modifications in respect of a thing seized by an inspector or an agent of the Society under subsection (4). 2008, c. 16, s. 9.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 9 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (4) - 15/12/2009

Order to owner of animals, etc.

13. (1) Where an inspector or an agent of the Society has reasonable grounds for believing that an animal is in distress and the owner or custodian of the animal is present or may be found promptly, the inspector or agent may order the owner or custodian to,

(a) take such action as may, in the opinion of the inspector or agent, be necessary to relieve the animal of its distress; or

(b) have the animal examined and treated by a veterinarian at the expense of the owner or custodian. R.S.O. 1990, c. O.36, s. 13 (1).

Order to be in writing

(2) Every order under subsection (1) shall be in writing and shall have printed or written thereon the provisions of subsections 17 (1) and (2). R.S.O. 1990, c. O.36, s. 13 (2).

(3) REPEALED: 2008, c. 16, s. 10 (1).

Time for compliance with order

(4) An inspector or an agent of the Society who makes an order under subsection (1) shall specify in the order the time within which any action required by the order shall be performed. R.S.O. 1990, c. O.36, s. 13 (4).

Idem

(5) Every person who is served with an order under subsection (1) shall comply with the order in accordance with its terms until such time as it may be modified, confirmed or revoked and shall thereafter comply with the order as modified or confirmed. R.S.O. 1990, c. O.36, s. 13 (5); 2008, c. 16, s. 10 (2).

Authority to determine compliance with order

(6) If an order made under subsection (1) remains in force, an inspector or an agent of the Society may enter without a warrant any building or place where the animal that is the subject of the order is located, either alone or accompanied by one or more veterinarians or other persons as he or she considers advisable, and inspect the animal and the building or place for the purpose of determining whether the order has been complied with. 2008, c. 16, s. 10 (3).

Revocation of order

(7) If, in the opinion of an inspector or an agent of the Society, the order made under subsection (1) has been complied with, he or she shall revoke the order and shall serve notice of the revocation in writing forthwith on the owner or custodian of the animal that is the subject of the order. 2008, c. 16, s. 10 (3).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 10 (1-3) - 01/03/2009

Taking possession of animal

14. (1) An inspector or an agent of the Society may remove an animal from the building or place where it is and take possession thereof on behalf of the Society for the purpose of providing it with food, care or treatment to relieve its distress where,

(a) a veterinarian has examined the animal and has advised the inspector or agent in writing that the health and well-being of the animal necessitates its removal;

(b) the inspector or agent has inspected the animal and has reasonable grounds for believing that the animal is in distress and the owner or custodian of the animal is not present and cannot be found promptly; or

(c) an order respecting the animal has been made under section 13 and the order has not been complied with. R.S.O. 1990, c. O.36, s. 14 (1).

Order for Society to keep animal

(1.1) A justice of the peace or provincial judge may make an order authorizing the Society to keep in its care an animal that was removed under subsection (1) if,

(a) the owner or custodian of the animal has been charged, in connection with the same fact situation that gave rise to the removal of the animal under subsection (1), with an offence under this Act or any other law in force in Ontario pertaining to the welfare of or the prevention of cruelty to animals; and

(b) the justice of the peace or provincial judge is satisfied by information on oath that there are reasonable grounds to believe that the animal may be harmed if returned to its owner or custodian. 2008, c. 16, s. 11 (1).

Order re costs

(1.2) Where a justice of the peace or provincial judge makes an order under subsection (1.1), he or she may also order that the whole or any part of the cost to the Society of providing food, care or treatment to the animal pursuant to its removal under subsection (1) and pursuant to the order under subsection (1.1) be paid by the owner or custodian of the animal to the Society. 2008, c. 16, s. 11 (1).

Same

(1.3) The Society or owner or custodian of the animal may at any time apply to a justice of the peace or provincial judge to vary an order made under subsection (1.2) and the justice of the peace or provincial judge may make such order as he or she considers appropriate. 2008, c. 16, s. 11 (1).

Order to return animal

(1.4) The Society or the owner or custodian may apply to a justice of the peace or provincial judge to order the return of an animal that is the subject of an order made under subsection (1.1) and, if satisfied that there are no longer reasonable grounds to believe that the animal may be harmed if returned to its owner or custodian, the justice of the peace or provincial judge may order the return of the animal to its owner or custodian, subject to any conditions that the justice of the peace or provincial judge considers appropriate. 2008, c. 16, s. 11 (1).

Destruction of animal

(2) An inspector or an agent of the Society may destroy an animal,

(a) with the consent of the owner; or

(b) if a veterinarian has examined the animal and has advised the inspector or agent in writing that, in his or her opinion, it is the most humane course of action. R.S.O. 1990, c. O.36, s. 14 (2); 2008, c. 16, s. 11 (2).

Notice

(3) An inspector or an agent of the Society who has removed or destroyed an animal under subsection (1) or (2) shall forthwith serve written notice of his or her action on the owner or custodian of the animal, if known. 2008, c. 16, s. 11 (3).

Same

(4) Every notice under subsection (3) respecting the removal of an animal under subsection (1) shall have printed or written on it the provisions of subsections 17 (1) and (2). 2009, c. 33, Sched. 9, s. 9 (5).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 11 (1-3) - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (5) - 15/12/2009

Liability of owner for expenses

15. (1) If an inspector or an agent of the Society has provided an animal with food, care or treatment, the Society may serve on the owner or custodian of the animal a statement of account respecting the food, care or treatment and the owner or custodian is, subject to an order made under subsection 14 (1.2) or (1.3) or 17 (6), liable for the amount specified in the statement of account. 2008, c. 16, s. 12.

Power to sell

(2) Where the owner or custodian refuses to pay an account under subsection (1) within five business days after service of the statement of account or where the owner or custodian, after reasonable inquiry, cannot be found, the Society may sell or dispose of the animal and reimburse itself out of the proceeds, holding the balance in trust for the owner or other person entitled thereto. R.S.O. 1990, c. O.36, s. 15 (2); 2006, c. 19, Sched. F, s. 2 (2).

Section Amendments with date in force (d/m/y)

2006, c. 19, Sched. F, s. 2 (1, 2) - 22/06/2006

2008, c. 16, s. 12 - 01/03/2009

Society, affiliated society deemed to be owner of abandoned animal

15.1 If the Society or an affiliated society takes custody of an animal and no person is identified as the animal's owner or custodian within a prescribed period of time, the Society or affiliated society, as the case may be, is deemed to be the owner of the animal for all purposes. 2008, c. 16, s. 13.

Section Amendments with date in force (d/m/y)

2002, c. 27, s. 2 - 13/12/2002

2008, c. 16, s. 13 - 01/03/2009

ANIMAL CARE REVIEW BOARD

Board continued

16. (1) The Animal Care Review Board is continued under the name Animal Care Review Board in English and Commission d'étude des soins aux animaux in French. R.S.O. 1990, c. O.36, s. 16 (1).

Idem

(2) The Board shall consist of not fewer than three persons who shall be appointed by the Lieutenant Governor in Council. R.S.O. 1990, c. O.36, s. 16 (2); 2006, c. 34, s. 39.

Chair, vice-chair

(3) The Lieutenant Governor in Council may appoint one of the members of the Board as chair and another of the members as vice-chair. R.S.O. 1990, c. O.36, s. 16 (3).

Composition of Board for hearings

(4) A proceeding before the Board shall be heard and determined by a panel consisting of one or more members of the Board, as assigned by the chair or vice-chair of the Board. 2001, c. 9, Sched. M, s. 1.

Remuneration of members

(5) The members of the Board shall receive such remuneration and expenses as the Lieutenant Governor in Council determines. R.S.O. 1990, c. O.36, s. 16 (5).

Section Amendments with date in force (d/m/y)

2001, c. 9, Sched. M, s. 1 - 29/06/2001

2006, c. 34, s. 39 - 20/12/2006

Appeal to Board

17. (1) The owner or custodian of any animal who considers themself aggrieved by an order made under subsection 13 (1) or by the removal of an animal under subsection 14 (1) may, within five business days of receiving notice of the order or removal, appeal against the order or request the return of the animal by notice in writing to the chair of the Board. R.S.O. 1990, c. O.36, s. 17 (1); 1993, c. 27, Sched.; 2006, c. 19, Sched. F, s. 3 (1).

Same

(1.1) The notice shall set out the remedy or action sought and the reasons for the appeal or request. 2006, c. 19, Sched. F, s. 3 (2).

No appeal if there is order for Society to keep animal

(1.2) Subsection (1) does not apply if an order in respect of the animal under subsection 14 (1.1) is in force. 2008, c. 16, s. 15 (1).

Application for revocation of order

(2) Where, in the opinion of the owner or custodian of an animal in respect of which an order under subsection 13 (1) has been made, the animal has ceased to be in distress, the owner or custodian may apply to the Board to have the order revoked by notice in writing to the chair of the Board. R.S.O. 1990, c. O.36, s. 17 (2); 2008, c. 16, s. 15 (2).

Notice of hearing

(3) Within five business days of the receipt of a notice under subsection (1) or (2), the chair of the Board shall,

(a) fix a time, date and place at which the Board will hear the matter; and

(b) notify the Society and the owner or custodian who issued the notice of the time, date and place fixed under clause (a). R.S.O. 1990, c. O.36, s. 17 (3); 2006, c. 19, Sched. F, s. 3 (3); 2008, c. 16, s. 15 (3).

Date of hearing

(4) The date fixed for a hearing shall be not more than 10 business days after the receipt of a notice under subsection (1) or (2). R.S.O. 1990, c. O.36, s. 17 (4); 2006, c. 19, Sched. F, s. 3 (4).

Procedure at hearing

(5) At a hearing, the Society and the owner or custodian are entitled to hear the evidence, cross-examine, call witnesses, present argument and be represented by persons authorized under the *Law Society Act* to represent them. R.S.O. 1990, c. O.36, s. 17 (5); 2006, c. 21, Sched. C, s. 124.

Powers of Board

(6) After a hearing or, with the consent of the Society and the person who issued the notice under subsection (1) or (2), without a hearing, the Board may,

(a) respecting an order made under subsection 13 (1), confirm, revoke or modify the order appealed against;

(b) respecting the removal of an animal under subsection 14 (1), order that the animal be returned to the owner or custodian and may make an order in the same terms as an order may be made under subsection 13 (1);

(c) order that the whole or any part of the cost to the owner or custodian of an animal of complying with an order made under subsection 13 (1) be paid by the Society to the owner or custodian; or

(d) order that the whole or any part of the cost to the Society of providing food, care or treatment to an animal pursuant to its removal under subsection 14 (1) be paid by the owner or custodian of the animal to the Society. R.S.O. 1990, c. O.36, s. 17 (6); 2008, c. 16, s. 15 (4, 5).

Notice of decision

(7) Notice of the decision of the Board made under subsection (6), together with reasons in writing for its decision, shall be served forthwith on the Society and the owner or custodian of the animal. 2008, c. 16, s. 15 (6).

Society order not stayed

(8) An appeal to the Board in respect of an order made under subsection 13 (1) does not stay the operation of the order. 2008, c. 16, s. 15 (7).

Section Amendments with date in force (d/m/y)

1993, c. 27, Sched. - 31/12/1991

2006, c. 19, Sched. F, s. 3 (1-4) - 22/06/2006; 2006, c. 21, Sched. C, s. 124 - 01/05/2007

2008, c. 16, s. 15 (1-7) - 01/03/2009

Appeal

18. (1) The Society or the owner or custodian may appeal the decision of the Board to a judge of the Superior Court of Justice. R.S.O. 1990, c. O.36, s. 18 (1); 2006, c. 19, Sched. C, s. 1 (1).

Notice of appeal

(2) The appeal shall be made by filing a notice of appeal with the local registrar of the court and serving a copy thereof on the other parties before the Board within 15 business days after the notice of the Board's decision is served on the appellant under subsection 17 (7). R.S.O. 1990, c. O.36, s. 18 (2); 2006, c. 19, Sched. F, s. 4 (1).

Date of hearing

(3) The appellant or any person served with notice of appeal may, upon at least two business days notice to each of the other parties, apply to the judge to fix a date for the hearing of the appeal. R.S.O. 1990, c. O.36, s. 18 (3); 2006, c. 19, Sched. F, s. 4 (2).

Decision

(4) The appeal shall be a new hearing and the judge may rescind, alter or confirm the decision of the Board and make such order as to costs as he or she considers appropriate, and the decision of the judge is final. R.S.O. 1990, c. O.36, s. 18 (4).

Section Amendments with date in force (d/m/y)

2006, c. 19, Sched. C, s. 1 (1) - 22/06/2006; 2006, c. 19, Sched. F, s. 4 (1, 2) - 22/06/2006

OFFENCES

Offences

18.1 (1) Every person is guilty of an offence who,

(a) contravenes subsection 11 (5);

(b) contravenes or fails to comply with section 11.1;

(c) contravenes subsection 11.2 (1), (2), (3), (4) or (5);

(c.1) contravenes subsection 11.3.1 (1);

(c.2) contravenes subsection 11.4.1 (2);

(d) contravenes subsection 13 (5);

(e) contravenes or fails to comply with an order of the Board; or

(f) knowingly makes a false report to the Society in respect of an animal being in distress. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (1).

Penalty – individuals

(2) Every individual who commits an offence under clause (1) (a), (c.2), (d), (e) or (f) is liable on conviction to a fine of not more than $1,000 or to imprisonment for a term of not more than 30 days, or to both. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (2).

Same

(3) Every individual who commits an offence under clause (1) (b), (c) or (c.1) is liable on conviction to a fine of not more than $60,000 or to imprisonment for a term of not more than two years, or to both. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (3).

Penalty – corporations

(4) Every corporation that commits an offence under subsection (1) is liable on conviction to the same fine to which an individual is liable for the offence. 2008, c. 16, s. 16.

Penalty – directors, officers

(5) Every director or officer of a corporation who authorized, permitted or participated in the corporation's commission of an offence under subsection (1) is also guilty of the offence and on conviction is liable to the same penalty to which an individual is liable for the offence, whether or not the corporation has been prosecuted or convicted. 2008, c. 16, s. 16.

Prohibition order

(6) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make an order prohibiting the convicted person and, if the convicted person is a corporation, the directors and officers of the corporation described in subsection (5), from owning, having custody or care of, or living with any animal, or any kind of animal specified in the order, for any period of time specified in the order, including, in the case of an individual, for the remainder of the person's life and, in the case of a corporation, forever. 2008, c. 16, s. 16.

Restitution order

(7) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make an order that the convicted person pay the whole or any part of the cost to the Society of providing food, care or treatment to an animal that was the victim of the offence of which the convicted person was convicted. 2008, c. 16, s. 16.

Other orders

(8) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make any other order that the court considers appropriate, including an order that the convicted person undergo counselling or training. 2008, c. 16, s. 16.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 16 - 01/03/2009

2015, c. 10, s. 6 (1-3) - 28/05/2015

Order to remove orca

18.2 (1) When a person is convicted of possessing an orca in Ontario in contravention of subsection 11.3.1 (1), the court shall order the person to remove the orca from Ontario within a period of time specified by the court. 2015, c. 10, s. 7.

Prohibition does not apply

(2) The prohibition against possessing an orca in subsection 11.3.1 (1) does not apply in respect of an orca that is the subject of an order under subsection (1) until the period of time specified by the court has elapsed. 2015, c. 10, s. 7.

Offence, failure to remove orca

(3) A person who fails to comply with an order described in subsection (1) is guilty of an offence. 2015, c. 10, s. 7.

Penalty — individuals

(4) An individual who commits an offence under subsection (3) is liable on conviction to a fine of not more than $250,000 or to imprisonment for a term of not more than two years, or to both. 2015, c. 10, s. 7.

Penalty — corporations

(5) A corporation that commits an offence under subsection (3) is liable on conviction to the same fine to which an individual is liable for the offence. 2015, c. 10, s. 7.

Penalty — directors, officers

(6) A director or officer of a corporation who authorized, permitted or participated in the corporation's commission of an offence under subsection (3) is also guilty of the offence and on conviction is liable to the same penalty to which an individual is liable for the offence, whether or not the corporation has been prosecuted or convicted. 2015, c. 10, s. 7.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 7 - 28/05/2015

Order to allow Society to cause orca to be removed

18.3 (1) If a person has been convicted of an offence under subsection 18.2 (3) for failing to comply with an order to remove an orca from Ontario, and if the person continues to possess the orca in Ontario, the Society may apply to a judge of the Ontario Court of Justice for any order necessary to allow the Society to cause the orca to be removed from Ontario. 2015, c. 10, s. 7.

Costs

(2) If an order is made under subsection (1), the person referred to in subsection (1) shall pay the Society any costs that the Society incurred in bringing the application and any costs the Society incurs in causing the orca to be removed from Ontario. 2015, c. 10, s. 7.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 7 - 28/05/2015

MISCELLANEOUS MATTERS

Inspector, etc., not personally liable

19. No inspector or agent of the Society and no veterinarian or member of the Board is personally liable for anything done by him or her in good faith under or purporting to be under the authority of this Act. R.S.O. 1990, c. O.36, s. 19.

Service of orders, notices, etc.

20. Any order, notice or statement of account required or authorized to be served under this Act shall be served personally or by registered mail, courier, fax, electronic mail or other prescribed method in accordance with the regulations. 2008, c. 16, s. 18; 2009, c. 33, Sched. 9, s. 9 (6).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (6) - 15/12/2009

Conflict with municipal by-laws

21. In the event of a conflict between a provision of this Act or of a regulation made under this Act and of a municipal by-law pertaining to the welfare of or the prevention of cruelty to animals, the provision that affords the greater protection to animals shall prevail. 2008, c. 16, s. 18.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

REGULATIONS

Regulations

22. (1) The Lieutenant Governor in Council may make regulations,

(a) prescribing activities that constitute activities carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry for the purposes of clauses 11.1 (2) (a) and 11.2 (6) (c);

(b) prescribing classes of animals, circumstances and conditions or activities for the purposes of clauses 11.1 (2) (b) and 11.2 (6) (d);

(c) exempting any person or class of persons from any provision of this Act or of a regulation made under this Act, and prescribing conditions and circumstances for any such exemption. 2008, c. 16, s. 18.

Same

(2) The Minister responsible for the administration of this Act may make regulations,

(a) prescribing and governing the powers and duties of the Chief Inspector of the Society, including the power to establish qualifications, requirements and standards for inspectors and agents of the Society, to appoint inspectors and agents of the Society and to revoke their appointments and generally to oversee the inspectors and agents of the Society in the performance of their duties;

(b) prescribing standards of care for the purposes of section 11.1;

(b.1) prescribing administrative requirements for the purposes of section 11.1 relating to animals that a person owns or has custody or care of, including, but not limited to,

(i) requiring the establishment of a committee to oversee an animal's welfare and prescribing the functions, duties, governance and operation of such a committee,

(ii) requiring a committee referred to in subclause (i) to develop and implement a plan to promote an animal's care,

(iii) requiring the development and implementation of a program designed by a veterinarian to provide care for an animal, and

(iv) requiring specified records to be kept or disclosed;

(c) governing the report required under section 11.3, including its contents and the manner of making the report;

(d) prescribing forms for the information on oath required by subsection 11.5 (1), 12 (1) or 14 (1.1), for a warrant issued under subsection 11.5 (1) or 12 (1) and for an order issued under subsection 14 (1.1) or (1.4);

(e) governing applications for and the issue of warrants by telephone or other means of telecommunication for the purposes of subsections 11.5 (1.1) and 12 (2), prescribing the forms required to apply for a warrant under those subsections and the forms for the warrants issued under those subsections, prescribing rules for the execution of such warrants and prescribing evidentiary rules with respect to such warrants;

(f) prescribing a period of time for the purpose of section 15.1;

(g) governing the service of orders, notices and statements of account for the purposes of section 20. 2008, c. 16, s. 18; 2009, c. 33, Sched. 9, s. 9 (7); 2015, c. 10, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (7) - 15/12/2009

2015, c. 10, s. 8 - 28/05/2015

FORMS 1, 2 REPEALED: 1997, c. 39, s. 12.

Section Amendments with date in force (d/m/y)

1997, c. 39, s. 12 - 30/04/1999

Français

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THIS IS EXHIBIT "C" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals,
Expires May 27 2019

FUNDING AGREEMENT made as of the day of , 2014

B E T W E E N :

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS / Ontario Humane Society **(a Canadian Registered Charity)**

Hereinafter called the "Ontario SPCA"

- and -

AFFILIATE NAME (a Canadian Registered Charity)

Hereinafter called the "Affiliate"

WHEREAS;

A. Both parties are registered under the Income Tax Act (the "Tax Act") as charitable organizations and have a common interest in Animal Welfare in the province of Ontario.

B. The Ontario SPCA is the primary recipient of funding from the Provincial government and has undertaken a grant allocation process to redistribute a portion of these funds to Affiliates that provide investigations services and are in good standing with the Ontario SPCA.

C. The Affiliate has been granted a portion of the Provincial funds for use in providing investigations services in their community.

D. The Affiliate wishes to accept these funds from the Ontario SPCA in accordance with and subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE I- TERM OF AGREEMENT

Term

1.1 This Agreement shall commence on the date signed by both parties and shall remain in full force and effect until the 31st day of March 2014 (the **Term**).

ARTICLE II - PAYMENTS BY THE ONTARIO SPCA

Payment by Installments

2.1 The Ontario SPCA will make total payments to the Affiliate in the amount of $xx,xxx.xx (the **Grant**) and may if deemed appropriate do so in instalments, unless this Agreement is terminated prior to the end of the Term, in which case payments from the Ontario SPCA will terminate forthwith upon termination of this Agreement.

Withholding Funds

2.2 The Ontario SPCA may withhold any payment of the Grant immediately with or without notice in writing to the Affiliate in the event of a breach by the Affiliate of any of its' obligations under this Agreement.

ARTICLE III - OBLIGATIONS OF AFFILIATE

Diligence

3.1 The Affiliate shall at all times throughout the Term work diligently to meet the obligations as set out in sections 3.2, 3.3 and 3.4 herein and to protect the interests and undertakings of the Ontario SPCA.

Maintenance of Records

3.2 As a grant recipient, the Affiliate shall:

(a) Keep bookkeeping and accounting records relating to the amount of the Grant received and expended by the Affiliate, separate from other bookkeeping and accounting records of the Affiliate;

(b) Provide, as may be requested by Ontario SPCA, a summary of fund usage with respect to any payment of the Grant;

(c) Collect and provide investigations statistics and reports, as defined by the Ontario SPCA, on a quarterly basis (March 31, June 30, September 30, December 31) and at the request of Ontario SPCA;

(d) Provide annual financial statements resulting from an external audit within two weeks of the statements being produced.

(e) Provide immediate notification of change of charitable status from the Canada Revenue Agency.

(f) Provide all of the above-noted documentation upon the Ontario SPCA's request for audit and verification.

Specific use of the Grant

3.3 The use of the grant shall be for the following purposes:

(a) The Affiliate agrees to use the Grant only for the purpose for which the grant was approved, in accordance with the terms and conditions of this Agreement.

(b) The grant will be utilized for maintaining and enforcing provincial Animal Welfare legislation and may not be used for delivery of municipal animal control services.

(c) The grant represents all funding being provided by the Ontario SPCA to its' Affiliates. Any and all prior funding agreements or arrangements are null and void.

(d) Eligible expenses are restricted to:

- Salaries of Agents and Inspectors, including benefits and overtime, both on duty or at training,
- Investigations-related expenses, including travel and equipment,
- Salaries of dedicated support staff, including benefits and overtime,
- Direct operating expenses related to investigations services including office/shelter space, vehicles for Agents and Inspectors, but excluding land costs,

Conditions and Restrictions

3.4 The Affiliate agrees and accepts that:

The Grant is used to support the delivery of investigations services in the Affiliate community. The funds may not be used for other purposes, including delivery of municipal animal control services.

The Ontario SPCA investigations services may not be re-assigned, offered or combined with any other programs of an Affiliate, including as a part of municipal animal control contracts, without written permission from the Ontario SPCA.

All expenditures are necessary and prudent to achieve the stated purpose of the Grant.

All Agents and Inspectors employed by Affiliates must be appointed by the Chief Inspector of the Ontario SPCA.

Only appointed Agents and Inspectors have the authority to respond to or conduct investigations under provincial animal welfare legislation.

All Agents and Inspectors employed by Affiliates to provide investigations services report centrally to the Chief Inspector of the Ontario SPCA.

All Agents and Inspectors must be familiar with and compliant with the Standing Orders as set out by the Chief Inspector of the Ontario SPCA.

All Agents and Inspectors employed by Affiliates must remain current with mandatory training, certification and recertification.

As required and requested by the Ontario SPCA, and to support the model of province-wide service delivery, the Affiliate will participate in and provide support to investigations outside of the Affiliate's community.

Any unused funds or funds not utilized by March 31, 2014 must be returned to the Ontario SPCA.

The Affiliate is responsible for any misuse of funds and will return such to the Ontario SPCA.

The Affiliate agrees to work with the Ontario SPCA in maximizing any media opportunities to promote the grant, to invite provincial representatives to participate in any related announcements or events and to notify the Ontario SPCA of any media events in advance.

The Affiliate agrees to refrain from making any negative comments regarding the Ontario SPCA or its' Affiliates publicly and/or to the media.

In the event the Affiliate goes bankrupt, loses charitable status, or ceases to be an Affiliate, all unspent funds at the time of the event will be returned to the Ontario SPCA.

Indemnity

3.5 The Affiliate shall indemnify and save harmless the Ontario SPCA from and against any and all demands, claims, actions or causes of action, assessments, deficiencies, taxes, costs, expenses, losses, damages or liabilities (whether criminal or civil) suffered by the Ontario SPCA resulting from a breach of this Agreement by the Affiliate, including any act, omission, negligence, or default of the Affiliate's directors, officers, employees or volunteers.

ARTICLE IV- TERMINATION

Termination

4.1 The Ontario SPCA may terminate this Agreement forthwith upon giving written notice to the Affiliate of the occurrence of any of the following events:

(a) the Affiliate is in breach of any of its obligations under this Agreement, and such breach continues after ten days written notice from the Ontario SPCA to the Affiliate stating the particulars of such breach;

(b) bankruptcy or insolvency proceedings are instituted by or against the Affiliate or the Affiliate is adjudicated as bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes any arrangements for the liquidation of its debts or a receiver or receiver and manager is appointed with respect to all or any part of the assets of the Affiliate;

(c) the Affiliate engages in any conduct which the Ontario SPCA considers prejudicial to the interests or undertaking of the Ontario SPCA; or

(d) the Ontario SPCA gives written notice to the Affiliate of not less than thirty days of the Ontario SPCA's intention to terminate the Agreement without cause.

Termination Consequences

4.2 On termination of this Agreement, the Affiliate shall forthwith:

(a) return to the Ontario SPCA any portion of the Grant paid to the Affiliate but not expended in accordance with the Ontario SPCA approved budget and supply the Ontario SPCA with all documents and information relating to the Affiliate's use of the Grant.

ARTICLE V- LIMITATION OF LIABILITY

General

5.1 The Ontario SPCA shall not, by reason of the termination of this Agreement, be liable to the Affiliate for compensation, reimbursement or damages on account of commitments in connection with the Affiliate's work or the goodwill of the Affiliate or otherwise.

ARTICLE VI- GENERAL

Governing Law

6.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the jurisdiction of the courts of Ontario.

Assignability

6.2 None of the rights or obligations of the Affiliate under this Agreement may be assigned or transferred, without the prior written approval of the Ontario SPCA, which approval may be withheld at the Ontario SPCA's sole discretion. The Ontario SPCA may assign this Agreement or any part hereof and delegate the performance of any of its duties and obligations hereunder.

Entire Agreement

6.3 This Agreement constitutes the entire agreement between the parties. There are no verbal statements or agreements between the parties with respect to this Agreement or affecting the rights of the parties hereunder. This Agreement many only be amended by an instrument in writing signed by both parties.

EXECUTED as of the day and year first written above.

ONTARIO SPCA

By:_____

Name:

Title:

Affiliate

I am authorized to bind the Affiliate organization.

By:_____

Name:

Title:

THIS IS EXHIBIT "D" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2nd DAY OF MAY, 2017

Ruth Marks.

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

RIGHTS OF ENTRY

Section 8 of the Canadian Charter of Rights and Freedoms states that ***"Everyone has the right to be secure against unreasonable search and seizure."***

In order to be on someone's property, a person must have a right to be there. This right will usually be:

1. Right of Inquiry
2. Consent of the owner
3. Having reasonable grounds to believe an animal in immediate distress
4. In order to ensure compliance with an order
5. By search warrant

Investigators may take photographs of property being investigated as long as they are legally entitled to be on that property, according to any one of the above circumstances. Property owners cannot legally prevent investigators from taking photographs. However if someone is being very difficult about it, keep your safety in mind first and foremost.

CONSENT OF OWNER – RIGHT OF INQUIRY

Under the Trespass to Property Act, "there is a presumption that access for lawful purposes to the door of a building on premises by a means apparently provided and used for the purpose of access is not prohibited." By "premises" the Act refers to "lands and structures, or either of them and includes:

a) Water,
b) Ships and vessels,
c) Trailers and portable structures designed or used for residence, business or shelter,
d) Trains, railway cars, vehicles and aircraft, except while in operation."

Therefore, an investigator always has the right of inquiry (ie. going to someone's front door to discuss matters under investigation). If asked to leave the property, the investigator must comply unless one of the conditions outlined below exists and can be applied according to the Ontario SPCA Act.

"Consent" is referred to as agreement, or voluntary yielding to what is proposed by the investigator. Therefore, if, when greeted at the front door of a residence, the agent asks if he/she may see a particular animal

and the owner/tenant agrees, or opens the door to allow entry, "consent" would be seen to exist and that entry would be considered lawful. The owner has the right to ask you to leave at any time and if they do you **must** leave, unless another authority exists to permit you to stay (like a search warrant).

As the Ontario SPCA Act stipulates, all agents and inspectors must present their identity cards when requested.

IMMEDIATE DISTRESS – ENTRY WITHOUT WARRANT

If an inspector or an agent of the Society has reasonable grounds to believe that there is an animal that is in immediate distress in any building or place, other than a dwelling, he or she may enter the building or place without a warrant, either alone or accompanied by one or more veterinarians or other persons as he or she considers advisable, and inspect the building or place and all the animals found there for the purpose of ascertaining whether there is any animal in immediate distress.

A good example of how this will help us do our job is; you respond to a call that a dog is locked in a vehicle in a public parking lot. The outside temperature is 35 degrees. When you arrive, you observe that all of the windows of the vehicle are tinted and you cannot see inside the vehicle. The owner is nowhere to be seen, but several witnesses advise you that they saw a large black dog in the vehicle when the owner arrived over an hour ago. You put your hand on the vehicle and can feel the vehicle moving, you listen at a rear door window and can hear what sounds like a dog panting. All of these things may cause you to have "reasonable grounds" and you would be able to take the appropriate action.

Reasonable Grounds: *"Facts or circumstances that will lead a person of ordinary care and judgment to have a strong belief beyond a mere suspicion, but less than a certainty".*

Immediate Distress: *"means distress that requires immediate intervention in order to alleviate suffering or to preserve life."*

REMEMBER: the authority to enter without a warrant does not apply to a dwelling!

ENSURE COMPLIANCE WITH AN ORDER

Under section 13(6) of the Ontario SPCA Act, once an order has been issued, the investigating agent or inspector has the right to return alone or accompanied by persons he/she deems advisable and enter, any building or place, where the animal is kept in order to verify whether or not the order has been properly carried out. In order to enter a dwelling, the investigator must have either consent or a search warrant.

BY SEARCH WARRANT

Most investigations can be conducted without obtaining a search warrant. People will usually show you the animals you want to see. A few however, may deny you access and others will not be available to ask. In these and other circumstances, it is possible to obtain a search warrant to check for animals in distress or inspect a building or place used for animal exhibit, entertainment, boarding, hire or sale.

A search warrant is signed by a judge or a justice of the peace (JP) and allows a named person to enter into or onto a specific property. Search warrants may be obtained in order to enforce the Ontario SPCA Act, Provincial offences Act or according to the Criminal Code of Canada.

A search warrant can only be issued when a judge or Justice of the Peace is satisfied "by information on oath" that there are "reasonable grounds" for believing that there is an animal in distress or that an inspector or an agent of the Society has been prevented from entering or inspecting the building or place or there are reasonable grounds to believe that an inspector or an agent of the Society will be prevented from entering or inspecting the building or place. The "information on oath" is supplied by the inspector or agent applying for the warrant, along with an appendix, clearly stating the grounds for the warrant.

If "reasonable grounds" do not exist, no application for a warrant can be made. A Justice of the Peace will not issue a warrant simply to explore a situation on the mere chance that something is wrong (a "fishing expedition"). There must be valid reasons for believing that a warrant is needed.

The proper way to address a Justice of the Peace is "Your Worship".

The usual way for an inspector or agent to obtain a warrant is to fill out both the information and the warrant form and take them to the court house or Justice directly for signature. The Justice or the court office does not stock forms.

The warrant should always indicate the names of individuals who will attend the scene when the warrant is acted upon. Once a warrant is being executed and the Agent or Inspector realizes more resources are needed they are allowed to call in other person they deem necessary. You must be able to justify everyone's presence on scene.

CASE LAW AS IT PERTAINS TO SEARCHES

Perimeter searches:

R. v. Kokesch (1990); v. Grant (1993); v. Plant (1993); v. Wiley (1993) – perimeter searches of the yard surrounding the house of an accused, without a warrant and without reasonable and probable grounds, are unreasonable and considered "not prescribed by law."

Searches on business premises:

R. Fitt (1965) – Searches on business premises that are open to the public, without a warrant and where a subsequent seizure of items in plain view do not offend the Charter because there is no expectation of privacy.

"Knock on" searches:

R. Evans (1994) – "Knock on" searches by police officers (investigators) acting on tipster information may be considered unreasonable, not prescribed in law and contrary to the Charter if the investigator arrives at the door in the hopes of observing a criminal act in progress. Investigators are bound to act in good faith and therefore if a known or suspected situation exists, may not approach a front door claiming not to be aware of that situation. Here, the appropriate and legal procedure MUST be followed (ie. obtain a search warrant).

Warrants obtained under the Ontario SPCA Act:

Warrants obtained under the Ontario SPCA Act allow the named person(s) and other person considered advisable to enter into or onto a property in order to search for animals in distress or to inspect any building or place used for animal exhibit, entertainment, boarding, hire or sale in order to determine whether the standards of care prescribed are being complied with.

Warrant for Animal in Distress
The agent may not have first hand knowledge of the distress. In many cases the information about the distress will come from a witness who has made the report. You must however, be satisfied that there are reasonable grounds and you will reach that conclusion after speaking with the witness and by making some inquiry into the matter being reported.

Warrant – places used for animal exhibit, entertainment, boarding, hire or sale

Obtaining a warrant to inspect a building or place used for animal exhibit, entertainment, boarding, hire or sale requires that we can satisfy a Justice that an inspector or an agent of the Society has been prevented from entering or inspecting the building or place or there are reasonable grounds to believe that an inspector or an agent of the Society will be prevented from entering or inspecting the building or place.

Otherwise the Act allows us to enter without warrant for the purpose of conducting these types of inspections.

A Justice will not always be familiar with Ontario SPCA Act. It is therefore wise to have a copy of the Act when making application so that Justice can check the authority and working if he/she wants to.

Agents must NOT apply for a search warrant without speaking to an inspector first. The inspector will make sure that all legal requirements are met before agreeing to the application.

Warrants obtained under the Criminal Code

Section 487 of the Criminal Code of Canada sets out the legal requirements for a search warrant to be issued. A warrant obtained under this section allows for entry onto premises as well as search and seizure of items sought that may be used as evidence that a criminal offence has been committed.

Warrants obtained under the Provincial Offences Act

Section 158 of the Provincial Offences Act (POA) sets out the legal requirements for a provincial warrant to be issued. A warrant obtained under the POA is very similar to that of a Criminal Code warrant the difference being that a POA warrant must be obtained if you are searching for evidence that will be used for charges under a piece of Ontario legislation (Ontario SPCA Act included). POA warrants can be used to seize evidence proving the breach of any provision of Ontario SPCA Act.

Warrants obtained under the Dog Owners' Liability Act

The Bill-132 amendments to the Dog Owners' Liability Act created some search and seizure provisions. Under this Act a warrant may be obtained to search and seize a dog that has bitten or attacked, violated the provisions or regulations of the Act, is a prohibited pit bull, or the dog may cause harm to a person or domestic animal. If a dog is removed under the authority of a warrant and this Act any equipment that relates to the dog may also be taken.

When to ask for a warrant:

In most cases, investigations are possible without a search warrant. When consideration is given to whether or not to ask for a warrant, investigators must only ask for warrants when absolutely necessary. That is to say that there must be reasonable grounds for the search:

It is generally better to have a warrant issued early in an investigation rather than later. Especially in the following cases:

- Where the owner is already known from pervious visits, is known to be difficult and is likely to refuse access or,
- Where a complaint gives real cause for alarm and there is a need to ensure that no obstruction will occur on the first visit

Investigators should not hesitate to use the warrant process, providing all considerations of "reasonable grounds" have been met.

If a warrant has been obtained and the owner then permits full access, nothing will be lost however the warrant should remain on record.

Obtaining a warrant:

The Canadian Criminal Code, section 487 sets out the legal requirements for a search warrant to be issued by a justice of the peace or a provincial court judge. A warrant obtained under this section allows for entry onto premises as well as search and seizure of items sought.

The law requires that a search warrant be authorized under the following conditions:

- Before the search
- By an impartial arbiter
- With judicial action
- On evidence under oath
- On reasonable grounds

ONTARIO SPCA ORDERS

It is important to first point out that proper service of an Ontario SPCA Act Order is carried out by being served personally, by registered mail, fax, or electronic mail. There will be very few occasions, however, when it will be appropriate to wait for the mail to deliver an order if there is an animal in distress. Fax or e-mail should only be used when absolutely necessary and it is imperative that the agent confirm with the recipient that they have received the Order if fax or e-mail is used.

The ability to assess whether or not an animal is in distress is of vital importance to the investigator as it is fundamental to the role. The agent must have a thorough understanding of the concept of distress and therefore the definition bears repeating:

Distress: "The state of being in need of proper care, water, food or shelter, or being injured, sick or in pain or suffering or being abused or subject to undue or unnecessary hardship, privation or neglect."

The definition is broad as are the potential implications or forms of distress that may be observed in the field. If the agent has a fixed idea of situations where an animal would be in "distress" without a clear understanding of the intended definition, he or she might be unable to properly assess some of the more subtle, yet equally as damaging, forms of abuse or "distress". The Standards of Care Regulation and other materials like Codes of Practice are also very useful to assess distress.

Section 13

Section 13 of the Act must be fully understood by all agents. It provides the authority for officers to issue an order to an owner or custodian, to relieve an animal from distress. The important elements of section 13(1) are:

- The officer must have reasonable grounds for believing that an animal is in distress
- The owner or custodian must be present or may be found promptly

The section gives a very broad area of discretion to officers who may order owners or custodian to take such action as may, in their opinion, be necessary to relieve the animal from distress; or to have the animal examined and treated by a veterinarian at the expense of the owner or custodian.

The authority can be far reaching and, while it should be used without fear, officers must exercise care, issue orders only where they are necessary and bear in mind that the owner has the right of appeal.

If the animal requires urgent treatment, the agent must indicate this verbally as well as in the order and require the owner or custodian to act promptly. It is important that the agent avoid using words like "immediately". Agents should do everything possible to make the timeframe as realistic as possible. A time for compliance must be stated in writing on the order. When stating the time in which an order must be complied with, an officer must exercise discretion, being at all times reasonable to the owner but at the same time acting in the best interests of the animal. One must always put an actual date and time. Never simply write "immediately". If you feel an animal is in an immediate life-threatening level of distress an order with a very short compliance time may be required (15 – 30 minutes). When doing this remember you may have to justify to an ACRB hearing or court why the time frame was so short. It is important to explain the owner/custodian that you do not intend the animal to be treated and cured in 15 minutes but that you expect them to have made arrangements and are in the process to attend a veterinary clinic at that time. Naturally the Agent or Inspector will confirm things every step of the way.

Everyone who has been given an order is required by law, to comply with it.

An officer is entitled to return to the place where the animal is kept to check to see if an order has been complied with and if it has, then a revocation notice should be issued. An agent cannot determine compliance before the date for compliance on the Order has expired.

When checking to see if an order has been complied with, the Act permits an officer to enter property without a warrant. This does not mean however, that officers should force their way onto private property. This authority does not extend to a dwelling. If the owner cannot be persuaded that the law requires compliance and cooperation, it may be necessary to obtain an Ontario SPCA search warrant to complete the job. If you attend to check compliance and no one is home you should be able to justify why you entered the property instead of waiting to do the check when someone was home. Simply ask yourself "Is it imperative that I check compliance now or is it reasonable to try and do so when the owner/custodian is home?".

If in any doubt, the agent should consult with an inspector.

The Act requires that an order be revoked once it has been complied with.

Agents may issue orders only when necessary to relieve an animal from distress.

It is recommended that agents NOT issue orders for the following without first consulting with an inspector:

- Long term animal care
- Housekeeping improvements
- Improved management methods, etc.

Agents are not to issue orders to have animals spayed or neutered, micro chipped, vaccinated, etc.

Agents do not make veterinary diagnoses. Only a veterinarian can diagnose medical problems with animals. If there is reason to believe that an animal may need some medical care or treatment, the owner should be ordered to have the animal examined by a vet.

Agents should not allow themselves to be pressured into giving an order. The officer who issues the order also has to justify it by giving evidence should the matter go to an appeal hearing.

If there is an indication that an order is required for the best interests of an animal, the agent must not be swayed NOT to give an order. It is important to remember that unless an order has been issued, investigators have no legal authority to return to the property.

If an order is issued, one copy of the form goes to the owner and another is forwarded to the provincial office as soon as is practical following its issue. One copy is kept at the local branch or affiliate.

Veterinary Care Investigations

In any case where Orders are being issued regarding veterinary care, or where the owner states that the animal has received veterinary treatment, investigators must contact the veterinarian directly to confirm that treatment was received.

It is not acceptable simply to rely on the word of the owner. The investigator must confirm the following:

- That the owner attended the veterinary clinic;
- That the veterinarian's treatment recommendations are being followed.

If the veterinarian is unwilling to provide the appropriate information, the owner should provide a receipt issued by the veterinary clinic. The owner may also contact the clinic and authorize that copies of the animal's records be released to the investigator. One way to deal with this issue is to include in the

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AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2 ND th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

ONTARIO SPCA | INVESTIGATIONS

PROTECTING ANIMALS SINCE 1873

16586 Woodbine Avenue, RR 3
Newmarket, ON L3Y 4W1

Phone: 905-898-7122
Report Cruelty: 310-SPCA
Fax: 905-853-8643
Email: cruelty@ospca.on.ca
Website: ontariospca.ca

Charitable Registration # 88969 1044 RR0002

Ontario SPCA
Agent Training Program

Course Overview

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

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ONTARIO SPCA AND HUMANE SOCIETY

INVESTIGATIONS

Course Description

The Agent training program will provide the fundamental training to candidates to become Ontario SPCA Agents. The program includes a combination of on-line, in-class & ride-along components.

Learning Objectives

1. To have an excellent knowledge of the Canadian Justice System and be able to apply fundamental investigative techniques.
2. To fully understand and be able to utilize the *Ontario SPCA Act* and all other related legislation as it impacts on our roles and responsibilities that links, supports, promotes interagency cooperation.
3. To conduct yourself safely, professionally, ethically and follow the requirements of the OSPCA Standing Orders.
4. To be able to recognize disease and distress in animals and respond appropriately with fairness, impartiality, empathy and decisiveness.

Position/Training Prerequisites

- Minimum of 18 years of Age
- Possess an Ontario Secondary School Diploma
- Post secondary education in Law and Security or other related field.
- Experience in law enforcement or animal welfare, or an equivalent combination of skills and Experience
- Valid Class "G" drivers license and clean driving abstract
- Ability to provide and maintain a clean Vulnerable sector police clearance
- Knowledge of Federal, Provincial and Municipal laws and regulations
- Excellent Communication, interpersonal, negotiation and organizational skills
- Be hired/approved by an Ontario SPCA Office or Affiliate

Upon meeting the above prerequisites an extensive recruitment process will commence with background investigation.

Training Duration

This course is a 16 week training program; consisting of 4 weeks of online studies, 4 weeks of in class, 4 weeks of ride-a-longs, 1 week of livestock training and 1 week of equine training and 2 weeks for evaluation and emotional intelligence inventory.

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ONTARIO SPCA AND HUMANE SOCIETY

INVESTIGATIONS

Assessment Standards

- Competency Based Assessments
- On-line self-study
- Practical Scenario Training (Investigation, Court Prep, Testifying, Safety)
- Written (Quizzes & Exams)

Successfully completing this training requires full participation and meeting the competency standards of all Practical Exercises and passing all written Quizzes & Exams. A Mark of 80% is required on the On-line Training & Agent Written Exam.
Candidates are also required to complete 160 ride-a-long hours by October 1st of the training year.

Subjects

- Principals of Investigation - Understanding Canadian Law and the Criminal Justice System
  - Criminal code
  - Charter if rights and freedoms
  - Rules of evidence
  - Burden of Proof
  - Case Law
  - Media
  - Diversity in the OSPCA
  - Link between Animal Abuse and other forms of crime

- Understanding the Ontario SPCA act
  - Laws/Legislation
  - Standards of care
  - Rights of entry/Warrants/Major Case Management
  - Case Studies
  - Paperwork
  - Animal Cruelty Investigation Process/Techniques
  - Recognizing disease and distress
  - Animal handling
  - Illegal Animal Fighting

- Evidence collection
  - Photography
  - Physical
  - Interviewing
  - Notebooks

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

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- Effective Leadership
  - Leadership
  - Risk Management
  - Time management
  - Team work
  - Mentoring
  - Understanding EQ-i
  - Emotional Success
  - Community Based Approach
  - Intelligence led approach

- Livestock training
  - Ability to assess livestock conditions
  - Livestock behavior, handling and safety
  - Biosecurity and safety of Officer

- Equine training
  - Awareness of horse behavior, handling and safety
  - Ability to assess the condition of the horse (health check and body conditions)
  - Biosecurity and health concerns related to the officer

- Personal Safety Training
  - Tactical Communication
  - Awareness Training
  - Use of Force Training
  - Empty Hand Techniques
  - Intermediate Weapon Techniques
  - Use of force policy, regulations, laws and reporting

- First Aid/CPR/AED Training

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SWORN (OR AFFIRMED) BEFORE ME THIS 2ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SPCA STANDING ORDER

DISTRIBUTION

ORDER NUMBER: 004

DATE OF ISSUE: August 2011

All Agents & Inspectors

ALL STANDING ORDERS DATED EARLIER THAN AUGUST 2011 SHOULD BE DESTROYED

Cost Recovery Policy

The Ontario SPCA Act makes owners and custodians liable for the costs incurred by the Society with respect to providing an animal with food, care or treatment. We should make every possible attempt to recover these expenses. The expenses shown apply to standard duty only.

Fee Structure

Agent Time:	$60.00 per hour
Inspector Time:	$70.00 per hour
Deployment of CMT member	$150.00 per hour/per specialized officer
Mileage:	$.40 per km.
Meals:	As Billed ($50.00 maximum per day per person)
Accommodations:	As Billed
Trucking exp.:	As Billed
Veterinary exp:	As Billed
Boarding:	$25.00 (take into consideration, for example: a cage of budgies may be billed as one item)
Special needs boarding:	$10.00 fee is added to any boarding charge where the animal requires the administration of medical treatment etc.
Misc.:	As Billed (registered letters, grooming etc. in this section)
Administration Assistance:	$50.00 per hour
Administration cost:	15% of total cost

When are fees to be charged? *

A Statement of Account – Removed Animal form MUST be completed in every case where an animal has been removed under the authority of the Ontario SPCA Act. If no animals were removed, but food, care or treatment was provided, a *Statement of Account* may be sent to the owner/custodian.

Affiliate Societies may charge a greater rate, but MUST be able to provide supporting documents, should the matter go to an Animal Care Review Board Hearing.

*In the event that a charge is laid against an individual who has an account, supporting documents must be included in the brief and a request for a restitution order should be included.

Connie Mallory
Chief Inspector

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SWORN (OR AFFIRMED) BEFORE ME THIS 2 ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
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Agenda

Track 1 - Investigations (Silver Nightingale)
Track 2 - Animal Welfare (Wendat)
Track 3 - Leadership (Anishnaabe A)

DAY ONE - Sunday, June 7th, 2015

8:00am - 5:00pm	Registration Open
12:00pm - 12:30pm	Welcome Lunch
12:30pm - 1:30pm	Welcome & Awards
1:30pm - 2:45pm	**Keynote Speaker:** The Role of Leadership in a Stressful World *Dr. Anthony DeCarlo, VMD, CEO, Red Bank Veterinary Hospital*
2:45pm - 3:00pm	Networking Break
3:00pm - 4:15pm	**Concurrent Sessions:**

Investigations
Solve the Case: Applying Veterinary Forensics to Animal Cruelty Investigation
Dr. Melinda Merck, DVM, Veterinary Forensics Consulting, LLC

Animal Welfare
Exotic Wildlife 101 - Intake, Care and Resources
John Greer, Executive Director, Welland & District SPCA
Mike London, Reptile Kingdom

Leadership
Beyond the Basics: Effective Board Development & Succession
Craig Daniell, CEO, BC SPCA

DAY ONE - Sunday, June 7th, 2015 (continued)

4:25pm - 5:40pm **Concurrent Sessions:**

Investigations
SPCA Certified: A 3rd Party Farm Animal Welfare Certification System Operated by the BC SPCA
Brandy Street, Manager, SPCA Certified, BC SPCA

Animal Welfare Science
Zootechnical Approach of Nutrition in Animal Shelters
Dr. Emmanuel Fontaine, DVM, MSc, Dipl ECAR, Royal Canin Canada

Leadership
The Relative Impact Model for Measuring the Return on Investment of Your Volunteer Engagement
Tony Goodrow, President, Better Impact Inc.

5:45pm – 8:00pm Dinner Vouchers

8:00pm Firestarter Lounge Mixer & Networking

DAY TWO- Monday, June 8th, 2015

6:30am – 7:15am	Outdoor (weather permitting) Get Active Initiative! (Meet outside the conference hall.)
7:00am – 8:30am	Breakfast
8:00am – 5:00pm	Registration Open
8:45am – 10:00am	**Concurrent Sessions:**

Investigations
Exotic Pet Trading and Keeping: Implications for Animal Welfare, Species, Ecologies and Human Health
Dr. Clifford Warwick, Sr. Scientific Consultant, Emergent Disease Foundation

Animal Welfare Science
Part I – Understanding Capacity for Care – What it Truly Means to Provide the Best Care and Service for all of the Animals (and People) in your Community
Dr. Cynthia Karsten, DVM, LazinAlive Outreach Veterinarian, Koret Shelter Medicine Program, UC Davis Veterinary Medicine

Leadership
Let's Get Integrated – Lessons from the Journey
Michael Johnston, Founder & President, Hewitt & Johnston Consultants (hjc)
Zach Zimmel, Fundraising Innovation Consultant, Hewitt & Johnston Consultants (hjc)

10:10am – 11:25am **Concurrent Sessions**

Investigations
Cont'd: Exotic Pet Trading and Keeping: Implications for Animal Welfare, Species, Ecologies and Human Health
Dr. Clifford Warwick, Sr. Scientific Consultant, Emergent Disease Foundation

Animal Welfare Science
Part II – Tools to Help be within your Capacity for Care – Safety Net Programs, Managed Intake, Daily Population Rounds, Open Selection, Open Adoptions
Dr. Cynthia Karsten, DVM, LazinAlive Outreach Veterinarian, Koret Shelter Medicine Program, UC Davis Veterinary Medicine

Leadership
Serve2Gether- Team Volunteering
Wendy Cooper, Community Service Program, American Express Canada

DAY TWO- Monday, June 8th, 2015 (continued)

11:25am – 11:40am Networking Break

11:40am – 12:55pm **Concurrent Sessions:**

Investigations
The Value of Forensic Entomology in Animal Cruelty Investigations
Dr. Gail Anderson, Professor & Burnaby Mountain Professor; Co-Director, Centre for Forensic Research; Diplomate, American Board of Forensic Entomology, Simon Fraser University

Animal Welfare Science
ASV Guidelines in Action: Improving Animal Welfare & Saving Lives – the Journey Continues
Dr. Magdalena Smrdelj, DVM, Chief Veterinary Officer, Ontario SPCA
Dr. Esther Attard, Veterinarian, Toronto Animal Services

Leadership
Media Relations: Controlling the Message
Linda Smith, President, Smithcom
Alison Cross, Director, Marketing & Communications, Ontario SPCA

1:00pm – 1:45pm Lunch

2:00pm – 3:00pm **Panel - Changes in Veterinary Medicine**
Jan Robinson, Registrar and CEO, College of Veterinarians of Ontario
Dr. Jim Berry, Past President, Canadian Veterinary Medical Association
Elise Wickett, RVT, President, Ontario Association of Veterinary Technicians
Dr. Robert Van Delst, Ontario Veterinary Medical Association

3:05pm – 4:35pm **Keynote Speaker:** The Parallels Between Animal Cruelty and Crimes of Interpersonal Violence
John Douglas, Author, Legendary Profiler & FBI Investigative Support Unit Founder

4:35pm – 5:00pm Question & Answer with John Douglas

5:05pm – 5:30pm Book Signing Opportunity with John Douglas

6:30pm – 7:30pm Cocktail Reception

7:30pm Celebration Dinner – *Celebrating Innovation & Partnership*
Bill McDonald, Adoptions and Grants Program Manager, PetSmart Charities Canada
Dr. Emmanuel Fontaine, DVM, MSc, Dipl ECAR, Royal Canin Canada

DAY THREE- Tuesday, June 9th, 2015

6:30am – 7:15am	Outdoor (weather permitting) Walk/Yoga! (Meet outside the conference hall.)
7:00am – 8:30am	Breakfast
8:00am – 10:00am	Registration Open
8:45am – 10:00am	**Concurrent Sessions:**
	Investigations Ground Current 101: Effects on Livestock *Dr. Magda Havas, Ph.D., Associate Professor, Environmental and Resource Studies, Trent University*
	Animal Welfare Science Infectious Disease & Population Management *Dr. Sandra Newbury, DVM, Koret Shelter Medicine Program, UC Davis Veterinary Medicine*
	Leadership Mental Health Awareness: A Required Life Skill *Dr. Wendy Stanyon, RN, EdD, Associate Professor, Faculty of Health Sciences, Collaborative BScN Program, University of Ontario Institute of Technology*
10:10am – 11:40am	**Keynote Speaker:** Animals Make us Human *Dr. Temple Grandin, Professor, Colorado State University*
11:45am – 12:15pm	Book Signing Opportunity with Dr. Temple Grandin and Networking Break
12:00pm – 12:30pm	Lunch
12:45pm – 1:45pm	**Community Innovation Speed Tables** Durham Region Hoarding Project - *Carol O'Neil, Durham Region Hoarding Project* Building a Social Media Program - *Alison Cross, Ontario SPCA* Capital Projects: The Build & The Campaign - *Judy O'Brien, Peterborough Humane Society* Provincial Dog Rehabilitation Centre - *Tonya Martin, Ontario SPCA* Engaging Your Volunteers: The Ticket to Successful Programs - *Sonya Reichel, Georgian Triangle Humane Society* First Nations Wellness Day Programs - *Amanda Ellis & Tammy Gaboury, Welland & District SPCA* International Programs & Spay/Neuter Caribbean - *Kevin Strooband, Lincoln County Humane Society* Increasing Access to Spay/Neuter - *Daryl Vaillancourt, North Bay & District Humane Society* Service to the North - *Judy Decicco & Melanie Blanchette, Thunder Bay & District Humane Society* Ongoing Youth Programs & Photo Club - *Marina Orlovski, York Regional Police* Community Feral Cat Program - *Christopher Alexander, City of Markham*

DAY THREE- Tuesday, June 9th, 2015 (continued)

1:50pm – 3:05pm	**Concurrent Sessions:**
	Investigations Partnerships: the Ontario SPCA and Wildlife Rehabilitators In Ontario *Mary-Catharine Kuruziak, Executive Director, Niagara Wildlife Haven; Chairperson, Ontario Wildlife Rehabilitation and Education Network* *Peggy Jenkins, Founder and Executive Director, Heaven's Wildlife Rescue Rehabilitation and Education Centre; Executive Board Member, Ontario Wildlife Rehabilitation and Education Network*
	Animal Welfare Understanding the Cat in the Shelter and the Home *Dr. Elizabeth O'Brien, DVM, DABVP (Feline), Royal Canin Canada*
	Leadership Low to No Cost Marketing *Calla Lyon, Manager, Marketing, Communications, Resource Development, Georgian Triangle Humane Society* *Stephanie Johns, Senior Manager, Marketing & Communications, Ontario SPCA*
3:05pm – 3:20pm	Networking Break
3:20pm – 4:35pm	**Group Session** Further than Yesterday: That is all that Counts *Medric Cousineau, Paws Fur Thought*
4:40pm – 5:15pm	Closing Remarks and Prize Give-Away

Agenda of Scheduled Presentations & Events
June 5th, 6th, 7th 2016

SUNDAY JUNE 5 – DAY 1

10:00am – 5:00pm	Registration Open
11:30am	Welcome Luncheon
12:00pm	Welcome Keynote Speaker: TBA
1:00pm	Welcome & Awards
1:30pm	Networking Break
1:45pm	Keynote Speaker: ***Are You Really Worth Talking About?*** Jon Duschinsky, CEO, The Conversation Farm & CEO, AgriProtein North America
3:00pm – 3:15pm	Networking Break
3:15pm – 4:15pm	Concurrent Sessions:

Wendat Animal Welfare	***Young and Hungry: Shelter Guide to Orphaned Kittens and Puppies*** Dr. Emmanuel Fontaine, DVM, MSc, Dipl ECAR, Royal Canin Canada
Anishnaabe A Leadership	***How to Transform your Shelter by Establishing a Successful Capital Campaign Program*** Neil Hannam, Hannam Fundraising Consulting
Silver Nightingale	***The Veterinary Forensic Pathologist's Approach to "Major***

Investigations	***Crimes" Against Animals*** **content may be disturbing* Dr. Adam W. Stern, DVM, CMI-IV, CFC, Diplomate ACVP, Clinical Assistant Professor & Section Head of Pathology and Parasitology, College of Veterinary Medicine, University of Illinois
4:15pm – 4:30pm	Networking Break
4:30pm – 5:30pm	Concurrent Sessions:
Wendat Room Animal Welfare	***Customer Service for Social Change*** Amy Mills, CEO, Emancipet
Anishnaabe A Leadership	***Partnerships for a Better Community*** Donna Pyette, Executive Director, Sarnia & District Humane Society; Beth Gignac, Director, Parks & Recreation, City of Sarnia; Robert Bettridge, Seaway Kiwanis & Chair Farm Committee
Silver Nightingale Investigations	***Helping Make Your Mission Possible*** Major Case Management Team, Ontario SPCA
5:30pm – 8:00pm	Dinner Vouchers
8:00pm	Networking Mixer Trivia Game *Brought to you by the Niagara Falls Humane Society!*

MONDAY JUNE 6 – DAY 2

6:30am – 7:15am	Outdoor (weather permitting) Get Active Initiative! **Please meet in the main hotel lobby/reception. Running shoes, comfortable attire, and a yoga mat are recommended**
7:00am – 8:30am	Breakfast
8:00am – 5:30pm	Registration Open
8:45am – 10:15am	Keynote Speaker: ***Dumb Things Well-Intended People Say: Building Inclusive Communities*** Dr. Maura Cullen, *www.TheDiversity Speaker.com*

10:15am – 10:30am Networking Break

10:30am – 11:30am Concurrent Sessions:

Wendat Room Animal Welfare	***Preventing Infectious Disease by Maintaining Your Shelter's C4C*** Dr. Chumkee Aziz, DVM, University of Wisconsin, Madison
Anishnaabe B Leadership	***Launching an Integrated Marketing Program with Little Buy-in or Budget*** Heather McLean, Heather McLean Consulting
Silver Nightingale Investigations	***Technical Large Animal Rescue – The Incident Scene - Part 1*** Dr. Rebecca Gimenez, Technical Large Animal Emergency Rescue

11:30am – 11:45am Networking Break

11:45am – 12:45pm Concurrent Sessions:

Wendat Room Animal Welfare	***Don't Panic! How to Manage Disease Outbreaks in Shelters*** Dr. Chumkee Aziz, DVM, University of Wisconsin, Madison
Anishnaabe B Leadership	***7 Steps to Advocacy* in Your Community** John Greer, Executive Director, Welland & District SPCA Daryl Vaillancourt, Executive Director, North Bay & District Humane Society; and Councilor, City of North Bay
Silver Nightingale Investigations	***Technical Large Animal Rescue – How to Respond- Part 2*** Dr. Rebecca Gimenez, Technical Large Animal Emergency Rescue

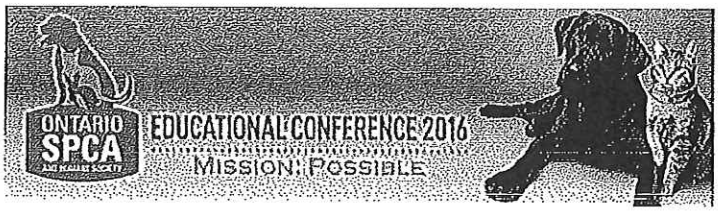
12:45pm – 1:30pm Lunch

1:00pm – 1:15pm ***National Cupcake Day***
Marc Ralsky, Director Donor & Community Development, Ontario SPCA

1:30pm – 1:45pm Networking Break

1:45pm – 2:45pm Concurrent Sessions:

Wendat Room Animal Welfare	***Saving Lives – Shifting the Paradigm*** Robin Kuchma, Executive Director, Brant County SPCA



Anishnaabe B Leadership	***The Internet as a Research Tool*** Andrew Phillips, President, 6923062 Canada Inc.
SilverNightingale Investigations	***What Will a Judge Think of My Case? A Critical Look at How to Conduct an Animal Welfare Investigation*** Brian Shiller, Ontario SPCA General Counsel

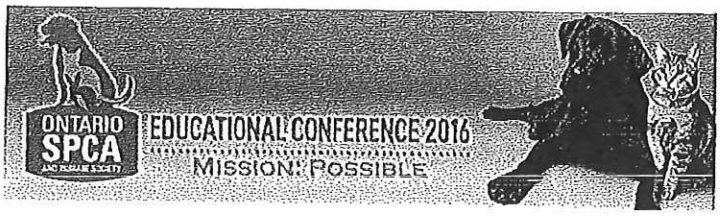
2:45pm – 3:00pm Networking Break

3:00pm – 4:00pm ***Panel Session – Building Relationships with Community Service Clubs***
Moderator:
Neil Hannam - Rotary Club of Peterborough
Panelist:
Robert Bettridge and Frank Stancic - Seaway Kiwanis of Sarnia
Tim Holmes - Lions Club of Barrie
Helen Macdonald - Quota Club of Orillia
Kari Wilson – 100 Women Who Care, Brantford

4:00pm – 4:15pm Networking Break

4:15pm – 5:15pm Concurrent Sessions:

Wendat Room Animal Welfare	**Collaborating with First Nation Communities – The Human Experience** *Judi Cannon, Central Regional Manager, Ontario SPCA* *John Greer, Executive Director, Welland & District SPCA* *Alison Bressette, Aboriginal Community & Animal Advocacy Connection*
Anishnaabe B Leadership	***Mindfulness Practice: Building Resilience*** Dr. Wendy Stanyon, RN, EdD, Associate Professor, Faculty of Health Sciences, Collaborative BScN Program, University of Ontario Institute of Technology
Silver Nightingale Investigations	***Zoo Evolution: From Owners of Animals to Stewards of Biodiversity*** Massimo Bergamini, Executive Director, CAZA



6:15pm – 7:15pm Speaker Networking Reception

7:30pm Celebration Dinner – *Celebrating the Mission & Making it Happen*

TUESDAY, JUNE 7 – DAY 3

6:30am – 7:15am Outdoor (weather permitting) Walk
Please meet in the main hotel lobby/reception. Running shoes & comfortable attire are recommended

7:00am – 8:30am Breakfast

8:00am – 10:00am Registration Open

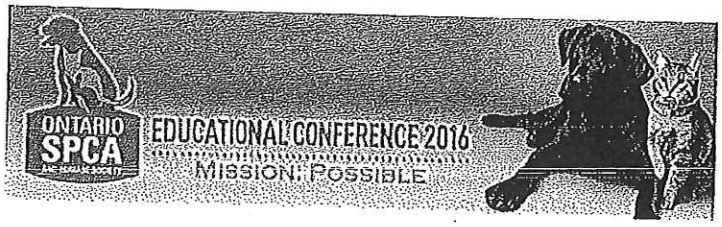
8:45am – 9:45am Concurrent Sessions:

Wendat Animal Welfare	***The Role of Nutrition when Facing Medical Conditions in Shelters*** Dr. Emmanuel Fontaine, DVM, MSc, Dipl ECAR, Royal Canin Canada & Dr. Bob Clement, DVM, Royal Canin Canada
Anishnaabe B Leadership	***Mental Health / Illness Awareness: A Required Life Skill*** Dr. Wendy Stanyon, RN, EdD, Associate Professor, Faculty of Health Sciences, Collaborative BScN Program, University of Ontario Institute of Technology
Silver Nightingale Investigations	***Characterization and Comparison of Injuries Caused by Spontaneous vs. Organized Dogfighting*** Nida Intarapanich, DVM, Cummings School of Veterinary Medicine at Tufts University

9:45am – 10:00am Networking Break

10:00am – 11:00am Concurrent Sessions:

Wendat Room Animal Welfare	***Consultation Workshop using the Canadian Standards of Care in Animal Shelters: Supporting ASV Guidelines***



Dr. Magdalena Smrdelj, BSc DVM, Chief Veterinary Officer, Ontario SPCA

Anishnaabe B Leadership — ***Diffusing the Conflict Bomb***
Jason Dykstra, Managing Partner, L3 Group

Silver Nightingale Investigations — ***After the Fighting Yard – Transport, Behaviour and Housing of Fighting Pit Bull Dogs***
Dr. Julie Brinker, DVM MS, Humane Society of Missouri

11:00am – 11:15am Networking Break

11:15am – 12:15pm **Mission: Possible Speed Tables**
Largest Challenge Experienced in 2015 – 2016 and How We Overcame It

1) **High Profile, High Emotion, and Lengthy Investigation – Staying the Course**
   Daryl Vaillancourt, Executive Director, North Bay & District Humane Society
2) **Building Relationships with First Nations Communities**
   Tanya Firmage, Chief, Humane Programs & Community Outreach, Ontario SPCA
3) **The Challenges in Building an Animal Wellness Day Model**
   Tammy Gaboury, Animal Care Manager, Welland & District SPCA
4) **The Challenge with Low Animal Numbers**
   Cathy Fugler, General Manager, Niagara Falls Humane Society
5) **The Largest Challenge Experienced in 2015 When Exotic Wildlife are Surrendered to the Shelter**
   Mike London, Reptile Kingdom
   Amanda Ellis, Welland & District SPCA
6) **He Told Two Friends and She Told One Friend. Peer to Peer Fundraising is Easier Then We Think**
   Caitlin Nicholls, Senior Manager, Integrated Direct Response, Ontario SPCA
   Ashleigh Hughes, Manager, Peer to Peer Fundraising, Ontario SPCA
7) **Rescue and SPCA Collaboration – The Importance of, Hurdles and How to Overcome Them When Working Together**
   Jeanie Leroux, Founder, Beat the Heat Kenora
   Tammy McConomy, Founder, Beat the Heat Kenora

8) **Challenges and Successes Operating the Sarnia Children's Animal Farm**
Donna Pyette, Executive Director, Sarnia & District Humane Society
Beth Gignac, Director, Parks & Recreation, City of Sarnia

12:15pm – 1:00pm	Lunch
1:00pm – 1:15pm	Break
1:15pm – 2:30pm	Closing Keynote Speaker: ***The Art of Enterprise Leadership – How to Develop and Apply a Systems Thinking Approach*** Paul Terry, SPHR, ACC, Paul Terry Consulting Group
2:30pm – 2:45pm	Networking Break
2:45pm – 3:15pm	Closing Remarks and Prize Give-Away

Speakers and presentations are subject to change

THIS IS EXHIBIT "H" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2ND th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

THE AGREEMENT effective as of the 1st day of April, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Community Safety and Correctional Services

(the "Ministry")

- and -

The Ontario Society for the Prevention of Cruelty to Animals (OSPCA)

(the "Recipient")

WHEREAS:

A. The Ministry seeks to support the Recipient in delivering long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA.

AND WHEREAS:

B. The Recipient will commit to delivering province-wide law enforcement services and improving their organizational accountability and governance as further described in Schedule A.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- INTERPRETATION AND DEFINITIONS

1.1 *Interpretation.* For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 ***Definitions.*** In the Agreement, the following terms shall have the following meanings:

"**Agreement**" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"**Affiliates**" means the affiliated societies that form part of the OSPCA and are subject to rights and obligations as are provided in the by-laws of the OSPCA, R.S.O. 1990, c. O.36, s. 4; 2008, c. 16, s. 3.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"**Budget**" means the budget attached to the Agreement as Schedule "B".

"**Expiry Date**" means the date for expiry of this Agreement, as set out in section 3.1.

"**Effective Date**" means the date first above written.

"**Event of Default**" has the meaning ascribed to it in section 14.1.

"**Force Majeure**" has the meaning ascribed to it in Article 26.

"**Funding Period**" means: the period commencing on the Effective Date and ending on the Expiry Date.

"**Funding Year**" means any of Funding Year 1 or Funding Year 2.

"**Funding Year 1**" means April 1, 2013 through March 31, 2014.

"**Funding Year 2**" means April 1, 2014 through March 31, 2015.

"**Funds**" means the money the Ministry provides to the Recipient pursuant to the Agreement.

"**Indemnified Parties**" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"**Maximum Funds**" means Eleven Million Dollars (11,000,000). In accordance with Schedule B, the maximum Funds payable shall be Five Million, Five Hundred Thousand Dollars ($5,500,000) per Funding Year.

"**Notice**" means any communication given or required to be given pursuant to the

Agreement.

"**Notice Period**" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

"**Parties**" means the Ministry and the Recipient and "**Party**" means either one of them.

"**Project**" This initiative, which is to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA, is defined in this agreement as the "Project."

"**Project Completion Date**" means the date for completion of the Project, as set out in section 3.1.

"**Timelines**" means the dates and times set out in Schedule "C".

"**Reports**" means the reports described in Schedule "D" and "E".

"**Regular Inspections**" means two annual inspections of each zoo and aquarium, including one in-season (i.e., April 1 to September 30) inspection and one off-season (October 1 to March 30) inspection.

ARTICLE 2 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 *General.* The Recipient represents, warrants and covenants that:

(a) it is and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 *Execution of Agreement.* The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 *Governance.* The Recipient represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect, it:

(a) has made only one request for these Funds and shall accept Funds under this Agreement and not under any other agreement;

(b) shall have procedures to enable the preparation and delivery of the Reconciliation Report required pursuant to Article 7; and shall report on the specific expenditures according the requirements of this Agreement;

(c) shall have in place, as a condition of funding, such governance and the administrative structures and processes necessary to (i) ensure prudent and effective management of the Funds; (ii) enable the successful completion of the Project and the timely identification of risks to the completion of the Project; and (iv) to address the identified risks.

(d) shall report on the specific expenditures according to established expectations as set out in this Agreement (as per Schedule "B");

2.4 *Supporting Documentation.* Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

3.1 *Term.* The term of the Agreement shall commence on the Effective Date of April 1, 2013 and shall expire on the Expiry Date of March 31, 2015, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 *Funds Provided.* The Ministry shall:

(a) provide the Recipient Funds up to the Maximum Funds for the purpose of carrying out the Project as specified in Schedules "A" and "B";

(b) provide the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule "B"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 *Limitation on Payment of Funds.* Despite section 4.1:

(a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

(b) for Funding Year 2, the Ministry's payment of Funds is conditional on the Recipient:

(i) Complying with the terms and conditions of the Agreement, including enhancing its operations, governance and accountabilities on an ongoing basis; and

(ii) submitting the Financial Reports in accordance with the requirements of Schedules "C" , "D", and "E" respecting the use of Funds for the applicable Funding Year;

(c) the Ministry is not obligated to provide Funds until it is satisfied with the Reports;

(d) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and

(i) if the Recipient identifies that the Funds for the Funding year are not expected to be used for the Funding purposes, the Ministry may reallocate the Funds as it sees fit; or

(ii) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:

(a) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(b) terminate the Agreement pursuant to section 13.1.

4.3 *Use of Funds and Project.* The Recipient shall:

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws

related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with Budget, as approved by the Ministry.

4.4 *No Changes.* The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry.

4.5 *Interest Bearing Account.* If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 *Interest.* If the Recipient earns any interest on the Funds:

(a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.7 *Maximum Funds.* The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 *Rebates, Credits and Refunds.* The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

5.1 *Acquisition.* Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

6.1 *No Conflict of Interest.* The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 *Conflict of Interest Includes.* For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 ***Disclosure to Ministry.*** The Recipient shall:

(a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

ARTICLE 7 -- REPORTING, ACCOUNTING AND REVIEW

7.1 ***Preparation and Submission.*** The Recipient shall:

(a) submit to the Ministry at the address provided in section 18.1, Reports, as set out in Schedules "D" and "E", in accordance with the requirements and timelines set out in Schedule "C";

(b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 ***Record Maintenance.*** The Recipient shall keep and maintain:

(a) all audited financial records (including invoices) relating to the Funds for each reporting period (i.e., April 1 to March 31) or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project for each reporting period (i.e., April 1 to March 31) or otherwise to the Project in a manner consistent with generally accepted accounting principles.

7.3 ***Inspection.*** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's

expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 *Disclosure.* To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a timely manner and in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.

7.5 *No Control of Records.* No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

7.6 *Auditor General.* For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 – CREDIT AND PUBLICITY

8.1 *Acknowledge Support.* Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

> ***"This Project has been made possible by a grant from the Ministry of Community Safety and Correctional Services."***

8.2 *Announcement.* The Ministry reserves the right to make the initial public announcement. The Recipient shall not announce the receipt of (or the expectation to receive) the Funds until after the Ministry's public announcement.

8.3 *Prior Written Approval.* The Recipient agrees to obtain prior written approval from the Ministry before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

8.4 *Publication.* The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 *FIPPA.* The Recipient acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 -- INDEMNITY

10.1 ***Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

ARTICLE 11 -- INSURANCE

11.1 ***Recipient's Insurance.*** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars ($5,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insurers with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation, termination or material change.

11.2 ***Proof of Insurance.*** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

12.1 *Termination on Notice.* The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days' Notice to the Recipient.

12.2 *Consequences of Termination on Notice by the Ministry.* If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project, and:

(i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

(ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

13.1 *Termination Where No Appropriation.* If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 *Consequences of Termination Where No Appropriation.* If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 *No Additional Funds.* For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 *Events of Default.* Each of the following events shall constitute an Event of Default:

(a) in the opinion of the Ministry, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; and/or

(iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(d) the Recipient ceases to operate; and

(e) an event of Force Majeure that continues for a period of 60 days or more.

14.2 *Consequences of Events of Default and Corrective Action.* If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

(a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Ministry determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further installments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or

(i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 *Opportunity to Remedy.* If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 *Recipient not Remedying.* If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 *When Termination Effective.* Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

15.1 *Funds at the End of a Funding Year.* Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry will require the return of the unspent Funds by April 15 immediately following the end of the funding year.

ARTICLE 16 -- FUNDS UPON EXPIRY

16.1 *Funds upon Expiry.* The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

17.1 *Debt Due.* If:

(a) the Ministry demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

17.2 *Interest Rate.* The Ministry may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Ministry of Ontario on accounts receivable.

17.3 *Payment of Money to Ministry.* The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

18.1 *Notice in Writing.* Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

To the Ministry:
Ministry of Community Safety and Correctional Services
External Relations Branch
Public Safety Division
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

Attention:
Mike Zimmerman
Manager, Public Safety Projects
E-mail: mike.zimmerman@ontario.ca

To the Recipient:
OSPCA
16586, Woodbine Avenue
Newmarket ON L3Y 4W1

Attention:
Kate MacDonald
Chief Executive Officer, OSPCA
E-mail: kmacdonald@ospca.on.ca

18.2 *Notice Given.* Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or

(b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 *Postal Disruption.* Despite section 18.2(a), in the event of a postal disruption:

(a) notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 -- CONSENT BY MINISTRY

19.1 *Consent.* The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 -- SEVERABILITY OF PROVISIONS

20.1 *Invalidity or Unenforceability of Any Provision.* The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 -- WAIVER

21.1 *Waivers in Writing.* If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

22.1 *Parties Independent.* The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 *No Assignment.* The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

23.2 *Agreement to Extend.* All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 -- GOVERNING LAW

24.1 *Governing Law.* The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

24.2 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

25.1 *Agreement into Effect.* The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 -- CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 *Force Majeure.* Subject to section 26.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 *Force Majeure Includes.* Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 *Force Majeure Shall Not Include.* Force Majeure shall not include:

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 *Failure to Fulfil Obligations.* Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a

breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

27.1 *Survival.* The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

28.1 *Schedules.* The Agreement includes the following schedules:

(a) Schedule "A" – Project Description;

(b) Schedule "B" – Budget and Schedule of Payments;

(c) Schedule "C" – Reporting Timeline;

(d) Schedule "D" – Interim Reconciliation Report Template;

(e) Schedule "E" – Annual Reconciliation Report Template;

(f) Schedule "F" – OSPCA Training Program;

(g) Schedule "G" – Performance Measures.

ARTICLE 29 -- FURTHER FUNDS

29.1 *Further Funds.* It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

30.1 *Inspection.* The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

31.1 *Management Board Approval.* This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

32.1 *Joint and Several Liability.* Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.

32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

33.1 *Rights and Remedies Cumulative.* The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 34 -- ENTIRE AGREEMENT

34.1 *Entire Agreement.* The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

34.2 *Modification of Agreement.* The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

35.1 *Other Agreements.* If the Recipient:

(a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency(a "Failure");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minster of Community Safety and Correctional Services

27 août 2013

Madeleine Meilleur
Minister,
Ministry of Community Safety & Correctional Services

Date

August 19, 2013

Rob Godfrey
Chair, Board of Directors,
OSPCA

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"
PROJECT DESCRIPTION

1. PROJECT DESCRIPTION AND PURPOSE OF PROJECT

The Funds provided by the Ministry shall be used by the Recipient to deliver long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA. This includes:

- Increasing resources (e.g., supply of money, materials, staff, and/or other assets) of the OSPCA's current inspectorate to ensure province-wide, effective, efficient and sustainable compliance and enforcement of the OSPCA Act;
- Implementing a special investigations squad with responsibility for conducting investigations requiring specialized expertise and additional resources, e.g. puppy mills, incidents with captive exotic animals and agriculture-sector investigations;
- Developing and maintaining a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry will enable the OSPCA to conduct proactive inspections of these facilities;
- Working with other organizations to determine a process and roles for regular inspections of zoos and aquariums and any other premises used to keep captive animals for exhibit or entertainment;
- Conducting animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training to the aforementioned special squad of investigators;
- Establishing and staffing a centralized 24-hour call centre, which includes after-hours response and triaging of calls (i.e., assessing whether the call identifies that an animal is in distress or immediate distress, sorting requests for service based on their need or likely benefit from immediate animal welfare law enforcement services, and assigning those requests for service to the appropriate OSPCA Branch or Affiliate);
- Developing strategies and programs to enhance compliance and enforcement of the OSPCA Act in Northern Ontario; and
- Developing and implementing outreach to First Nation communities to promote and support enhanced animal welfare.

Furthermore, the Recipient will:

- manage the transition to a centrally administered inspectorate, which will allow the Chief Inspector to:
    - Maintain central reporting of investigators by developing a Memorandum of Understanding (MOU) with the Affiliates to establish the Chief Inspector's authority over investigators, including those employed by the Affiliates that signed the MOU;

- Deploy investigators throughout the Province as the Chief Inspector deems appropriate.

- establish and maintain a contingency fund to cover extraordinary costs such as those associated with obtaining expert advice and extraordinary animal removal and care costs. The Recipient shall not use any of the Funds provided under this Agreement to establish the contingency fund referred to above. The account will be maintained at $325,000 as per the recommendation in the Analytical Report prepared by Daniell and Associates in January 2013.

- implement the following, additional changes by March 31, 2014:
  - Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all OSPCA Board of Directors meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity;
  - Develop and implement a third-party review process for unresolved public complaints to be established and funded by the Recipient.

- Engage in preliminary discussion with the Association of Municipalities of Ontario (AMO) and the City of Toronto regarding the concept of authorizing municipal officers to enforce the OSPCA Act.

2. DELIVERABLES

Deliverable	Year 1	Year 2
	Enforcement	
Province-wide coverage	• Continual enhancements to province-wide coverage through protocols developed and applied to the current branch/affiliate system. • Ongoing enhancements to province-wide coverage through results of a strategy for Northern Ontario and other underserviced areas. • Review of initial implementation to help plan for future improvements.	• Province-wide coverage, i.e., complaints and information from anywhere in the Province responded to within a timeframe that will not cause an animal to be in distress, or create additional distress.
24-hour call centre	• Develop/implement public awareness campaign to raise awareness regarding the current toll-free number. • Develop plan to roll out 24-hour call centre. • Determine number of people necessary for call centre operation. • Research the use of 310 numbers. • Develop protocols for: o assessing whether the call identifies that an animal is in distress or immediate distress; o sorting requests for service based on their need or likely benefit from immediate animal welfare law enforcement services; and	• Full implementation and participation of all OSPCA Branches and Affiliates in the 24-hour call centre. • Completion of the public awareness campaign. • Review the complaints received, amount that required emergency response. • Review the statistics of complaints received, amount that required emergency

	o assigning those requests for service to the appropriate OSPCA Branch or Affiliate. • Develop a one-week training course specific for dispatchers. • Determine rotation of staff and equipment necessary to implement. • Test the 24-hour call centre. • Ensure there are adequate resources to support a 24-hour call centre. • Collect statistics on complaints received, and the turn-around time in responding. • Develop criteria for an emergency response.	response. • Review the process for efficiency and effectiveness. • Recommend and implement any required improvements as a result of this review.
Management of centralized inspectorate	• Determine the responsibilities within an MOU for the purposes of appointment under the OSPCA Act. • Develop an MOU to establish Chief Inspector's authority over investigators. • Sign MOU with all Affiliates agreeable to the terms and conditions of the MOU. • Seek amendment of the OSPCA's Bylaw(s) to reflect the terms of the MOU as necessary.	• Full implementation of the centralized inspectorate, i.e., o Central reporting of investigators; o Deployment of investigators throughout the Province; o Province-wide service delivery without service gaps.
Alternate service delivery (ASD)	• Preliminary discussions with AMO and the City of Toronto regarding the potential authorization of municipalities to enforce the OSPCA Act. • Identify all required steps to accommodate appointments of non-OSPCA/affiliate-employed investigators, including the development of a MOU that may be used if entering into enforcement arrangements with municipalities. • Assess and identify resources, gaps in coverage and underserviced areas. • Develop protocols for situations where an animal is found to be in immediate distress and OSPCA are not promptly available. • Consult with stakeholders identified by the OSPCA at the end of year one of this agreement to discuss the enforcement needs within their communities.	• Implement response protocols and identify potential alternate service delivery models where appropriate • Begin the planning process for further growth in coverage and service.
Investigator training (see Schedule F for further details)	• Ongoing delivery of comprehensive investigator training program. Note: current and ongoing investigator training will be carried out in accordance with Schedule F to this agreement. • Hire a dedicated Training Officer. • Collaborate with Ontario Ministry of Agriculture and Food (OMAF), Ministry of Rural Affairs (MRA) and Campbell Centre for the Study of Animal Welfare (CCSAW) to develop equine training and finalize the lessons on alternative species incorporated in this training into the current livestock training	• Every appointed investigator will have completed the comprehensive training curriculum as defined in year.

	program to increase to two full weeks. • Develop an additional one-week, in-stable, equine training to enhance skill development. • Roll out extended livestock training. • Standardize training to ensure consistency across the Province. Make the training mandatory for all investigators. • Review the coaching program at OPC for inspectors.	
	Special Investigations Squad	
Staffing / Specialized training	• Each identified investigator is required to have successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Establish the structure of the squad and post resulting positions. • Identify the number of investigators to fulfill the specialized roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Also identify whether these are new employees or from the current complement. • Identify and develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management.	• Ensure each investigator successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Provide ongoing training, including additional specialized training opportunities, refreshers and updated training.
Zoo/aquarium inspections	• Dedicate the 2 current investigators with appropriate training to zoo/aquarium inspections. • Hire 2 additional zoo/aquarium investigators. • Identify and train the additional investigators. • Collaborate with other organizations to develop training and a process for inspection. • Start the proactive inspection of facilities that sign up for the registry (as per current authority under Section 11.4 of the Act). • Identify non registered zoos/aquariums and establish a schedule for inspections. • Implement a strategy to identify and prioritize zoos/aquariums of concern, and conduct a minimum of 50 inspections in Year 1.	• Establish the regimen for an ongoing annual cycle of inspections. • Complete at least 2 regular inspections of each Ontario facility that keeps animals for exhibit and entertainment. At least 1 inspection in season and at least 1 inspection in the off season.
Zoo/aquarium registry	• In partnership with the Ministry's Communications Branch, develop messaging to announce the registry and promote the benefits of voluntary registration. Target both the facilities that are already displaying animals for exhibit and entertainment, as well as those that intend to do so in the future. As part of that announcement,	• Have a full complement of data for every registered zoo and aquarium within the Province, including but not limited to: o Contact information; o Full animal inventory,

	encourage all facilities that display animals for exhibit and entertainment (or intend to do so in the future) to voluntarily register with the OSPCA. • Develop a registry. • Collaborate with other organizations (including members of the Canada's Accredited Zoos and Aquariums (CAZA) to determine what information should be collected for the registry. • At minimum, collect the following information from facilities that registered: o Contact information; o Full animal inventory, e.g., number and types of species held, age and gender, etc.; o Disposition plan; o Whether or not the facility employs a resident veterinarian; o Euthanasia policy; and, o Breeding program. • Share this information with other agencies (e.g., CAZA) to determine what other data may be necessary to collect and what specialized training would be beneficial. • Continue to collect data through unannounced inspections of unregistered zoos / aquariums. • Identify facilities that intend to be used to display animals for exhibit and entertainment in the future, and: o Make contact with these facilities to ensure animal welfare issues are adequately addressed. o Capture their pertinent information in the registry (e.g., contact information, animal inventory).	e.g., number and types of species held, age and gender, etc.; o Disposition plan; o Whether or not the facility employs a resident veterinarian; o Euthanasia policy; and, o Breeding program.
Contingency Fund	• Establish an annual contingency fund in the amount of $325,000 (in keeping with the recommendation in the Daniell and Associates Analytical Report) to be used for extraordinary expenditures including unusual or lengthy investigations, (large animal seizures/removals, puppy mills, incidents involving exotic animals, species specific expertise as required, veterinary care and boarding). • Draw from this fund as needed throughout the year and track and report on total expenditures. • Replenish the fund as needed to bring it back up to $325,000. Note the contingency fund cannot be replenished with the any portion of the Funds provided as part of this Agreement.	• Same as Year 1

	Special Initiatives	
Northern Ontario (i.e., north of Thunder Bay) strategy	• Identify project staff and initiate planning for Northern Ontario strategy. • Northern Ontario strategy completed and stakeholder consultations with Northern communities conducted (excluding consultation with Thunder Bay). • Consult with Ministry on the Northern Ontario strategy.	• Implement new service delivery model and delivery of services identified as important to communities in Northern Ontario. • Consult with northern communities and measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
First Nations outreach	• Identify project staff and initiate planning for First Nations outreach strategy. • Identify the First Nation communities that will participate in the consultations. • Draft plan completed. • Consultations with the relevant First Nations communities conducted. • Humane Education efforts such as community outreach and new agent training offered to the interested First Nations communities. • Explore extending call centre /dispatch support to interested First Nations communities, and identify the First Nations communities that have expressed an interest.	• Implement education programs, including programs targeting youth, to enhance animal welfare in First Nation Communities, e.g., by promoting the benefits of Spay/Neuter. • Consult with First Nations communities / band councils to measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
	Governance / accountabilities	
Provincial representative to the OSPCA	• Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all board meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity.	• Representative of the Ministry at all OSPCA Board meetings, meetings of the board's Allocations Committee, and the OSPCA AGM.
Third-party review process for unresolved public complaints	• Review current public complaints process. • Identify and implement a 3rd party process for dealing with unresolved complaints. • Formalize and communicate to all inspectors and agents the new process of handling unresolved complaints, and implement the process. • Communicate the new process to the public and stakeholders, e.g., via the OSPCA's public facing website.	• Review and evaluate the new complaints process to determine the trend of complaints. • Develop training to address those trends to prevent similar complaints in the future. • Implement the training. • If unique incidents occur that are not accounted for as part of the training curriculum,

		take appropriate action and update the training as may be required.
Information sharing and reports	• See Schedules "C", "D", "E", and "G".	• See Schedules "C", "D", "E", and "G".

SCHEDULE "B"
BUDGET AND SCHEDULE OF PAYMENTS

1. BUDGET

The Funds the Ministry is providing the Recipient shall be used by the Recipient to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

The Maximum Funds payable by the Ministry to the Recipient under this Agreement shall be Eleven Million Dollars ($11,000,000.00).

The Ministry shall provide the Recipient with up to Five Million Five Hundred Thousand Dollars ($5,500,000.00) per Funding Year.

NOTE: the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1. Furthermore, the individual allocations as described in the table(s) below are subject to change by recommendation of the OSPCA Board of Directors Allocations Committee (Committee), and upon the Ministry's approval (who will sit on the Committee).

The following table outlines the budget for Year 1.

Description	Budget (Year 1)
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and	$200,000

aquarium within the Province of Ontario	
Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated	$300,000
Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated	$200,000
Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls	$300,000
Total	$5,500,000

The preliminary budget for Year 2 is outlined below. The Budget for Year 2 will be discussed with the Recipient following the Ministry's receipt of the Interim Reconciliation report, and further adjustments could be made. The final budget for Year 2 will be subject to approval by MCSCS.

Description	Preliminary Budget (Year 2)
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and aquarium within the Province of Ontario	$200,000

Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated	$300,000
Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated	$200,000
Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls	$300,000
Total	$5,500,000

2. ELIGIBLE EXPENSES

The money spent to ensure province-wide coverage and establish the regimen for zoo/aquarium inspections may be used for:

- Salaries of investigators, including benefits/overtime (OT)
- Investigation-related expenses including travel, overtime and equipment
- Related information technology (IT) including hardware and dedicated software
- Salaries of dedicated support staff
- Establishing offices/ shelters (and paying for related costs), vehicles for front-line staff, and other direct operating expenses (ODOE), excluding land costs

The money spent to establish the zoo/aquarium registry may be used for:

- Salaries of staff (including benefits/OT) involved in the registry's development, the roll-out of the associated communications strategy, and ODOE as may be required
- Related infrastructure costs such as offices (and paying for related costs), vehicles for front-line staff and equipment
- Related IT costs including hardware and dedicated software
- Development and maintenance (e.g., any licensing/hardware costs) of the resulting database
- Salaries of any front-line staff involved in maintaining/operating the database

The money spent on Training may be used for

- Delivery of comprehensive investigator training program
- Delivery of additional specialized training, refreshers and updated training
- Delivery of appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management
- Salary of the Dedicated Training Officer (including benefits/OT)

- Development/delivery of one-week, in-stable, equine training to enhance skill development
- Roll out extended livestock training
- Related IT costs including hardware and dedicated software, and ODOE as may be required

The money spent to develop a 24-hour call centre and response strategy may include:

- Salaries of front-line staff involved (including benefits/OT)
- Related infrastructure costs such as offices (and related costs) and equipment, excluding land costs
- Specialized training
- Related IT costs including hardware and dedicated software
- Communications strategies to inform the public, police and other stakeholders of the 24-hour service

The money spent to develop a strategy for Northern Ontario may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs), vehicles for front-line staff or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform the public

The money spent to develop a strategy for First Nations Outreach may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime, vehicles for front-line staff and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs) or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform First Nations about the strategy

All other items are not eligible unless approved by the ministry

3. SCHEDULE OF PAYMENTS

In Year 1, the first payment of Funds of up to Three Million Three Hundred Thousand Dollars ($3,300,000.00) will be made upon the execution of the Agreement.

A second payment of Funds of up to Two Million Two Hundred Thousand ($2,200,000.000) will be provided to the Recipient upon:

- the Ministry's review of the Interim Report that satisfies the Ministry that the Recipient is in compliance with the terms and conditions of the Agreement, including:

- enhancing its operations, governance and accountabilities on an ongoing basis;
- meeting the performance measures as outlined in Schedule "G"; and
- providing the required audited financial statements pertaining to relevant expenditures in Year 1.

In Year 2 the Ministry's payment of Funds is conditional on the Recipient's:

- Compliance with the terms and conditions in Year 1, including enhancing its operations, governance and accountabilities on an ongoing basis; and
- Timely submission of the Reconciliation Report (i.e., by March 1, 2014) in accordance with the requirements of Schedules C & D, respecting the use of Funds for the previous Funding Year;
- On-going reporting that demonstrates the Recipient is meeting the performance measures detailed in Schedule "G"

Provided these conditions are met, funding in Year 2 will be provided as follows: 60% upon the completion of the fully executed contract and 40% upon submission of the year-end Reconciliation Report.

4. RETURN OF FUNDS

The Recipient shall return to the Ministry any Funds that it has not spent in accordance with this Agreement by April 15, immediately following the end of each Funding Year. The cheque must be made payable to the Minister of Finance.

SCHEDULE "C"
REPORTING TIMELINE REGARDING THE RECONILIATION REPORT

In accordance with Article 7 of the Agreement, the Recipient shall provide the Ministry with:

(a) Year 1

i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2013.

ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2014.

(b) Year 2

i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2014.

ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2015.

An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the year-end Reconciliation Report. As the Ministry must review and analyze the Reconciliation Report on a timely basis, the importance of submitting it on its due date cannot be overestimated.

SCHEDULE "D"
INTERIM RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	*Commencement Date: April 1, [Year 1 - 2013; Year 2 -2014)* *Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]*
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	*Name and Title of Contact:* Kate MacDonald *Email:* kmacdonald@ospca.on.ca

To be completed by December 1, 2014 (for Year 1); December 1, 2015 (for Year 2):

Funding Requested			$
Total Funding Approved and provided to the Recipient			$
	From	To	
TOTAL Expenditures	*Year 1 – April 1, 2013* *Year 2 – April 1, 2014*	*Year 1 - December 1, 2014* *Year 2 – December 1, 2015*	$

Note: Itemized expenditures totalling the amount shown above, including copies of audited financial statements, shall be submitted by the Recipient on a separate spreadsheet no later than December 1, of each funding year. The Recipient shall include projected expenditures for the period December 1 to December 31, of each year.

Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.

Balance Remaining as of December 1, *[Year 1 - 2014; Year 2 - 2015]* $

Performance Measures – Please report back on the specific performance measures as outlined in Schedule G.

Authorized Signatory for Recipient:

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.

Signature	Name	Title	Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "E"
FINAL RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	*Commencement Date: April 1, [Year 1 - 2013; Year 2 -2014)* *Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]*
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	*Name and Title of Contact:* Kate MacDonald *Email:* kmacdonald@ospca.on.ca

To be completed by March 1, 2014 (for Year 1); March 1, 2015 (for Year 2):

Funding Requested			$
Total Funding Approved and provided to the Recipient			$
	From	To	
TOTAL Expenditures	*Year 1 – April 1, 2013* *Year 2 – April 1, 2014*	*Year 1 – March 31, 2014* *Year 2 – March 31, 2015*	$

Note: Itemized expenditures totalling the amount shown above, including copies of audited financial statements, shall be submitted by the Recipient *on a separate spreadsheet no later than December 1, of each funding year. The* Recipient *shall include projected expenditures for the period December 1 to December 31, of each year.*

Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.

Balance Remaining as of March 31, *[Year 1 - 2014; Year 2 - 2015]* $

Performance Measures – Please report back on the specific performance measures as outlined in Schedule G.

Authorized Signatory for Recipient:

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.

Signature	Name	Title	Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "F"
OSPCA TRAINING PROGRAM

For the purposes of enforcing the *OSPCA Act* or any other act or law in force in Ontario pertaining to the welfare of, or the prevention of cruelty to animals, every inspector and agent trained and appointed by the OSPCA goes through extensive training and mentoring programs to ensure their safety and those of the public while they perform their duties.

While inspectors and agents have equal authority under the *OSPCA Act*, operationally inspectors are more senior investigators, with several years of field experience. All new Inspectors are provided with additional training to aid in conflict resolution, supervisory training and human resources training.

OSPCA training employs senior OSPCA staff and professional consultants who specialize in various types and levels of law enforcement training. In 2013/14 the OSPCA intends to hire a dedicated training officer to oversee all training programs in the Province of Ontario.

Candidates for agent training are expected to complete an on-line course, prior to entering the training program. They must complete this 40-hour course one month prior to the exam, and are provided with the subsequent training only if they pass the written exam. If the applicant does not pass the written portion of the exam, no further training will be provided to that applicant. After a potential agent passes the written exam, they will then be given three weeks (15 working days) of subsequent training to become an Agent of the OSPCA and in addition will continue to receive support and guidance, as well as subsequent refresher training, on an ongoing basis.

In addition, the OSPCA will ensure that inspectors and agents are provided with the most current methods of training by encouraging attendance at training programs offered by other jurisdictions. This will ensure timely information on investigative and safety techniques can be conveyed to its inspectors and agents; and will ensure OSPCA inspectors and agents are up-to-date in current practices.

The OSPCA continues to expand and enhance training beyond the classroom. On-the-job mentoring of new agents continues to be an integral part of the overall training program and invaluable to ensure the safety and performance of new agents. These training programs ensure that the OSPCA continues to take a proactive approach to the safety of inspectors and agents. Personal safety training, as well as first aid and CPR training for all field personnel, enables inspectors and agents to have the best possible protection in various circumstances they may face while on duty.

To ensure first aid and CPR training is a requirement for all Inspectors and Agents, the OSPCA will continue to use the dedicated training officer to train all agents and inspectors. This will ensure all inspectors and agents in Ontario receive this lifesaving training and are current through renewal training.

The key curriculum components and objectives for this enhanced training program follow, entitled "Agent Training Program" and "Inspector Training Program".

The OSPCA has continually refined and enhanced the new Agent training, and this improvement continues to result in better trained, and in appropriate instances, more highly specialized and prepared field personnel.

These improvements will ensure the Province of Ontario has improved animal protection services in the areas of:

- more prepared inspectorate, who through the specialized four weeks of training, mentoring program, and compulsory refresher training, are better prepared to deal with cruelty investigations;
- oversight of a dedicated training officer to ensure consistency in training provincially;
- more highly trained inspectorate to ensure safer working conditions;
- safe and effective management of major investigations; and,
- enhanced support to police and prosecutors.

Support to Affiliates

The OSPCA will continue to enhance training support to Affiliates by way of addressing:

- training-related costs incurred; and,
- training that ensures inspectors and agents who are employed by affiliates can operate as effectively and safely as possible.

Agent Training Program

Prospective agents must:

- complete the agent application form;
- comply with the Society's by-laws;
- obtain a recent police clearance;
- obtain a recent driver's license abstract;
- submit a detailed résumé that includes current references;
- be interviewed prior to selection for training; and,
- successfully complete 40-hours of on-line training and a written exam prior to acceptance into the 20-day training program.

The Agent Training Program was expanded in 2009 from a ten-day course to a fifteen-day course of in-class training as well as forty hours of on-line studies that cover general knowledge pertaining to animal cruelty investigation. After completion of the on-line course and fifteen days of classroom and hands-on training, agents undergo the Orientation Phase of their training and are placed on a six-month probationary period, where they continue their training and conduct investigations while being mentored by an inspector or experienced agent. After the Orientation Period is complete, an additional two days of review is required.

Upon successful completion of the review, the Agent has the ability to conduct animal cruelty investigations.

The following is the current four week training program:

Week 1 (FIRST 40 HOURS)

Online Training:
The first week of training, candidates are given 30-days to complete the 40-hours of on-line training and write an exam based on the contents of the on-line course.
Course content:

- introduction to criminology, law and crime;
- justice system, role, structure and responsibilities;
- charter of rights and freedoms;
- notebook introduction, note taking and report writing;
- statements;
- diversity;
- introduction to investigative interviewing;
- burden of proof and the offence;
- rules of evidence;
- court preparation; and,
- investigative defences.

Week 2 – Academic Component

Skills for Investigators:
Course content:

- detailed review of note taking and report writing;
- statement formatting;
- investigative interviewing techniques including cognitive interview techniques, probing questions; and non-verbal indicators of deception;
- memory techniques and the unreliability of eye witnesses;
- indictment and proving the offence;
- crime scene management;
- rules of evidence; and
- court preparation including "will says" and "can says".

Introduction to the OSPCA:

- detailed review of the OSPCA Act;
- review of other laws and associated agencies;
- rights of entry and preparation of warrants; and
- recognizing disease and distress in animals.

Week 3 – Livestock Component:

- livestock care and husbandry presented by the University of Guelph Centre for the Study of Animal Welfare, the Ministry of Agriculture and Food, and the Ministry of Rural Affairs.

Week 4 – Practical Component:

- mock investigation;
- mock trial;
- defensive tactics and tactical communication;
- bite stick, animal repellent spray, and puncture resistant vest training;
- safe driving, equipment and Workplace Hazardous Materials Information System (WHMIS) orientation; and,
- final exam.

Inspector Training Program

Prospective inspectors must have:

- successfully completed the four week new agent training program;
- been appointed full-time agents for a minimum of four years;
- be in good standing with respect to all related requirements and recertification; and,
- completed an interview prior to selection for training.

NOTE: there are higher standards for the Inspector Training Program than in previous years. Potential inspectors are now required to complete various components offered in the Agents Training Program as well as having a minimum of four years of field experience as a full-time agent with the OSPCA. Inspector training will now focus on human resources issues including detailed review of labour laws, training for supervising staff and managing work units, detailed review of Worker's Safety Insurance Board (WSIB) legislation and regulations, and WHMIS training and certification. More focus on dealing with the public will be offered including training in conflict resolution, managing work groups, team building, and stress management.

The Inspector Training Program is provided when qualified individuals apply and are approved for the training.

Specialized Training Program

OSPCA will develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management.

OSPCA will identify the 12 dedicated officers to fulfill the roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Each identified officer will have successfully concluded a minimum of 4 courses identified as a requirement for enhanced

training of the special investigations squad. Every year an assessment will be done on the trends in policing and new courses will be added to the curriculum for the specialized investigations squad.

Timelines

The estimated training programs and associated schedules are as follows:

Training Program	Date	Location
New Agent Training Program	May-September	Newmarket
New Inspector Training Program	June	Newmarket
Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Recertification for Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Defensive Tactics and Tactical Communication (3 Levels)	On-going	The 3 levels will be presented separately and be held regionally across the Province
Investigative Techniques (4 Modules)	On-going	The 4 modules will be presented separately and be held regionally across the Province
Agent Refresher Training Program	On-going	Regionally across the Province
Inspector Training Conference Session	June	Rama Township
First Aid Training Program	On-going	Regionally across the Province

Outcomes

The goal of this cruelty investigation training program is to improve the level of training provided to inspectors and agents of the Ontario SPCA and its Affiliates.

The various programs and initiatives detailed above are designed to achieve the following outcomes:

- The OSPCA will employ a full time dedicated training officer to oversee all training throughout the Province of Ontario, including ensuring that the training curriculum remains current, relevant and comprehensive.
- The OSPCA will continue to improve its inspector and agent cruelty investigation training program.
- The OSPCA will enhance the professionalism of its inspectors and agents.
- OSPCA agents and inspectors will be prepared and available to carry out their authority under the OSPCA Act effectively.

- OSPCA agents and inspectors will be well prepared to undertake specialized investigations including those involving zoos and aquariums and puppy/kitten mills, as required.

SCHEDULE "G"
PERFORMANCE MEASURES

Deliverables	Year 1 Performance Measures	Year 2 Performance Measures
Province-wide coverage	Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved. Identify the means by which you have delivered law enforcement services in areas of concern, including: • Peel Region, Toronto, Durham Region, Norfolk County, Grey and Bruce Counties, Lanark County, and Northern Ontario (i.e., north of Thunder Bay). Specify any changes that are being made to help plan for future improvements.	Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved. Specify any changes that are being made help plan for future improvements.
24-hour call centre	Report on the status of each of the Year 1 deliverables identified in Schedule A. Have you completed all you have set out to do? If not, why not? Describe in detail the 24-hour call centre's organization and operations, including rotations, hours, scope, protocols and training. Also describe the use of 310 numbers, including any challenges and opportunities associated with its usage. Identify the number of complaints and/or tips received by (a) the 24-hour call centre and (b) the Affiliates, and what number/percentage of those complaints and/or tips was responded to. What was the average response time for (a) the 24-hour call centre and (b) the Affiliates? What was the clearance rate for a) the 24-hour call centre and (b) the Affiliates? If calls from across the Province are not being responded to, please explain why they are not being responded to, and identify the steps being taken (or will be taken) to ensure that all calls are responded to by the end of Year 2.	Identify the number of complaints and/or tips received from across the Province, and what number/percentage of those complaints and/or tips was responded to. Identify the improvement from Year 1. What is the average time to respond to a call? Did response times vary by geographical area? Identify the number of dropped calls (i.e., abandon rate). Detail any improvements that are required and how and when the OSPCA will implement these. Describe in detail any significant changes to the centre's organization and operations since year 1.
Management of centralized	Provide the Ministry with the text of the MOU and identify the parties who are subject to the MOU.	Confirm the number and percentage of total investigators who are reporting centrally to the

Inspectorate	Explain how province-wide service delivery will be accomplished. Identify the relevant By-law(s) the OPSCA has amended and/or altered to reflect the conditions of the MOU. Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring. 1) What are the remaining service gaps, if any, and how are they being addressed?	Chief Inspector. Detail the extent to which the Chief Inspector has deployed them strategically throughout the Province. Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring. Identify any employees that were hired to ensure province-wide service delivery. Confirm there are no remaining service gaps. If gaps remain, how are they being addressed?
ASD	Identify the municipalities that have had discussions with the OSPCA on ASD models. Specify when and with whom these discussions occurred. Detail required resources and gaps in coverage, by municipality. Provide detailed information about the proposed ASD arrangement, including how it would be expected to work, which municipal jurisdictions are expected to participate, and any protocols to be followed (both by the OSPCA and by the municipalities). Also identify any required by-law or legislative amendments that might be required to support the ASD arrangement.	Confirm the necessary changes you have made that would enable any proposed ASD. Provide a list of the participating jurisdictions. Discuss the planning for further growth in coverage and service.
Investigator training, including Specialized Investigations training	Identify the number of agents and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy. Identify which investigators have received special training, what training they have received, and when the training occurred. Provide the name and qualifications of the dedicated Training Officer. Provide the revised livestock training program curriculum, including equine training and lessons on alternative species, as sanctioned by OMAF/MRA and CCSAW. Demonstrate and confirm that the training is now mandatory for all investigators.	Identify the number of agent and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy. Explain why specialized training is required in some instances. Provide details of training enhancements and continual improvements.

	Detail the results of the review of the OPC coaching program OPC for Inspectors. Did the program require any changes? If so, what corrective actions did you take?	
Special investigations squad	Identify the number of investigators who have received specialized training and are designated to the special investigations squad to deal with zoos and aquariums, agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns. Specify whether you established one specialized investigative squad to deal with all specialized investigations, or whether you have created multiple squads with different subject matter expertise. Detail the structure of the squad, including what the specific roles are and what training has been provided. Provide information on activities of the special investigations squad including data on all squad inspections and investigations.	Provide an update on the makeup and activities of the special investigation squad. Develop a succession plan to maintain continuity of operations.
Zoo/aquarium inspections	Identify the members of the special investigations squad of animal welfare enforcement investigators with responsibility for proactively inspecting zoos and aquariums. Name the employees you have hired, and identify how many more, if any remain to be hired. Identify when hiring will be complete. Specify the training and inspection process that you have developed with input from other organizations. Identify the type and cost of any specialized equipment you needed to procure. Provide the schedule of inspections and include your methodology for identifying and prioritizing inspections. Identify the number of inspections conducted by the special investigations squad, including who was inspected, when/how they were inspected, any concerns identified and any remedial measures taken or being taken.	Identify the number of annual inspections conducted by the special squad, including who was inspected, when, how they were inspected, whether the inspections were scheduled or unannounced, any concerns identified and any remedial measures taken or being taken. Demonstrate your success in meeting the target of conducting one in-season inspection and one off-season inspection of every zoo/aquarium in the Province. Identify the nature and length of each inspection. Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).

	Demonstrate that you have met the target of a minimum of 50 inspections by the end of Year 1. Identify the nature and length of each inspection. Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).	
Zoo/aquarium registry	Provide a copy of your message regarding the registry. Detail by organization what information they want tracked during the initial inspection. Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment whose contact information you have captured in the registry. What other information have you captured? Provide the registry, including the names of the organizations that have registered and information pertaining to their operations. Demonstrate this information has been shared and with whom, and when.	Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment for whom you have captured the full complement of data, including: o Contact information o Number and types of species held o Disposition plan o Whether or not there's a resident veterinarian o Euthanasia policy o Breeding program
Northern Ontario strategy	How many consultations have you conducted and where did these occur? Who was consulted? Outline the model for service delivery in Northern Ontario.	Identify the number of requests for service received in Northern Ontario, including what percentage of those requests was responded to, and how were they responded to.
Contingency Fund	Demonstrate that the contingency fund ($325,000) has been established. If it was used, specify how/why and how much.	Demonstrate that the Contingency Fund ($325,000) has been maintained and replenished from the year before, as may be necessary.
First Nations outreach	How many consultations have you conducted? Who was consulted? Outline the model for service delivery in First Nations communities. Have you implemented Humane Education efforts such as community outreach and new agent training? Have you extended call centre /dispatch support to interested First Nations communities.	Detail the steps taken to implement education programs in First Nations communities to enhance animal welfare. Specifically, describe the programs that educate the Youth about the actions that need to be taken to keep animals in good health, and about the actions that need to be taken to help control the pet population, i.e., Spay/Neuter. Who participated in the programs? What where the successes; and what were the challenges? Identify any Spay Neuter and Youth Programs that were implemented.

		Demonstrate that First Nations communities / band councils were consulted to measure effectiveness/ efficiency of services provided. Detail the planning process for further growth in coverage and service.
Provincial representative to the OSPCA	Identify the Ministry representative (as appointed by the Ministry).	Identify the Ministry representative (as appointed by the Ministry).
Third-party review process for unresolved public complaints	Have you issued a Standing Order for the process of handling unresolved complaints, and implemented the process? If so, describe how the process has been operationalized. Identify any significant successes/failures.	Have you reviewed the complaints process to determine the trend of complaints and develop training to address those trends to prevent similar complaints in the future? Identify the trends. Describe the training program, and how many individuals have been trained. Did you implement the training within 6 months of the review, and if issues occurred that were not captured by the training curriculum, have you taken the appropriate corrective actions? If so, please describe those actions in detail.

THIS IS EXHIBIT "I" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2 NO th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

APPLICATION FORM
POSITION OF ONTARIO SPCA AGENT OR INSPECTOR

You are hereby informed that information about you, including academic, employment, medical, physical, financial, character and personal data is being collected during the recruitment process for the purpose of assessing your qualifications in relation to this application. Please address any questions concerning the collection of this information to the Investigation Department at # (905) 898-7122 Extension 358.

IMPORTANT:

1. Carefully review and follow instructions issued with this application form.
2. Please print clearly. Please use Comment lines on page 6 and 7 if additional space is required.

PERSONAL INFORMATION

SURNAME	FIRST NAME	MIDDLE NAME
COMPLETE ADDRESS (NUMBER STREET, APT., LOT CONCESSION, TOWNSHIP, RURAL ROUTE#)		
CITY, TOWN, PROVINCE	POSTAL CODE	HOW LONG AT THIS ADDRESS?
RESIDENCE TELEPHONE	WORK TELEPHONE	E-MAIL ADDRESS

LIST LAST TWO ADDRESSES AT WHICH YOU RESIDED PRIOR TO THE ABOVE, WITHIN THE LAST 5 YEARS:

1.	NUMBER, STREET, APT., LOT, CONCESSION, TOWNSHIP, RURAL ROUTE #	FROM (D/M/Y)	TO (D/M/Y)
	CITY, TOWN PROVINCE		POSTAL CODE
2.	NUMBER, STREET, APT., LOT, CONCESSION, TOWNSHIP, RURAL ROUTE #	FROM (D/M/Y)	TO (D/M/Y)
	CITY, TOWN PROVINCE		POSTAL CODE

ARE YOU AT LEAST 18 YEARS OF AGE?

ARE YOU A CANADIAN CITIZEN OR PERMANENT RESIDENT?

ARE YOU LEGALLY ENTITLED TO WORK IN CANADA?

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☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO

Are you willing to commit a minimum of two years to the investigations program? ☐ YES ☐ NO

Are you aware that possession of a valid driver's licence with full privileges is an essential requirement of the Agent or Inspector position? ☐ YES ☐ NO
Do you have six or fewer driving demerit points? ☐ YES ☐ NO

Have you ever been convicted of any criminal offence for which a pardon has not been granted or issued? ☐ Yes ☐ No

If YES, specify offence, location, date and disposition:

Have you ever been discharged absolutely or on conditions in relation to a finding of guilt for the commission of a criminal offence, and in respect of which the R.C.M.P. has not yet sealed the record. (If the discharge was ordered prior to July 24, 1992, and a pardon has not yet been granted, you will have to apply to the R.C.M.P. to have the records sealed; after July 24, 1992, records are sealed automatically after one year in the case of an absolute discharge, and after three years in the case of a conditional discharge.) ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

Have you been convicted of any offence under any provincial statute within the last five years? ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

Are you currently the subject of a Peace Bond, Child Protection Order, Weapons Prohibition Order, or other criminal, provincial offence, or child protection order? ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

EDUCATION, CREDENTIALS, INVOLVEMENTS

SECONDARY SCHOOL Type of Certificate or Diploma Received	**Highest Grade or Level Completed**	
☐ Equivalency (give details):		
COMMUNITY COLLEGE Name of Program	Length of Program: If currently attending, indicate year of study:	Diploma Received Yes ☐ No ☐ Certificate Received Yes ☐ No ☐ Give Details:
BUSINESS OR TECHNICAL SCHOOL Name of Program	Length of Program: If currently attending, indicate year of study:	Licence, Certificate, Diploma Awarded Yes ☐ No ☐
UNIVERSITY Degree Awarded? ☐ Yes ☐	Length of Program:	Major Subject

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No ☐ General ☐ Honours Details:	If currently attending, indicate year of study:	Licences, Degrees, Certificates

Professional Licences Or Memberships	Date of Acceptance			Professional Licences Or Memberships	Date of Acceptance			Professional Licences Or Memberships	Date of Acceptance		
	D Y	M			D Y	M			D Y	M	

LIST HOBBIES OR OTHER QUALIFICATIONS RELEVANT TO THIS POSITION:

ACTIVITIES – CLUBS, ATHLETIC, CIVIC ORGANIZATIONS, MILITARY CADETS/RESERVES
(Applicants should not list activities, which would disclose race, ancestry, and place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, and age, record of offences, marital status, family status or handicap)

NAME OR ORGANIZATION	NATURE OF ORGANIZATION	POSITION HELD	MEMBERSHIP DATES

HAVE YOU BEEN IN PREVIOUS VOLUNTEER WORK? IF YES, COMPLETE SECTION BELOW. ☐ NO ☐ YES

1.	Organization	Volunteer Position Held	Years Volunteered Fro m ____ To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
2.	Organization	Volunteer Position Held	Years Volunteered Fro m ____ To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
3.	Organization	Volunteer Position Held	Years Volunteered Fro m ____ To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____

Distribution: Original: Investigations Department

CHARACTER REFERENCES
(DO NOT INCLUDE EMPLOYERS OR SERVING OSPCA INVESTIGATORS)

List five persons not related to you who we may consult and who are competent to judge your character, temperament and industrious habits and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

1.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
2.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
3.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
4.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
5.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone

OPTIONAL REFERENCES:
You may list name(s) of OSPCA Investigators you know personally and who are willing to provide a character reference pertaining to your suitability as an Agent or Inspector:

FULL NAME	COMPLETE MAILING ADDRESS (include Postal Code)	SPCA	YEARS KNOWN

EMPLOYEE FAMILY REFERENCES:

Does the Ontario SPCA or an affiliate employ any members of your family? ☐ No ☐ YES (Give Details – Name, Employing Branch/Affiliate):

Distribution: Original: Investigations Department

EMPLOYMENT HISTORY

NOTE: List and describe every position you have held in the last 10 years. If you have held two or more positions with the same employer, list and describe each position separately. Include military, part-time and summer employment. (Provide an account for periods of unemployment).

PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM T O
COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		
NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM T O
COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		
NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

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BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

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COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		
NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM T O
COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		

NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	
PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM TO
COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		
NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

Have you ever been suspended or dismissed or asked to resign from any position? ☐ NO ☐ YES
Give Details:

Have you ever before made an application to the Ontario SPCA or an affiliated humane society? ☐ NO ☐ YES
Give Details:

Have you ever served in the armed forces of Canada or any other nation? ☐ NO ☐ YES Give Details:

If YES, ☐ Regular or ☐ Reserve

From (D/M/Y)	To (D/M/Y)
Rank Attained:	
Details of Service:	

ANIMAL WELFARE

Are you a member of any animal welfare, animal rights, agricultural, or hunting/fishing groups? ☐ NO ☐ YES
Give Details:

Why do you wish to become an Ontario SPCA Investigator?

Distribution: Original: Investigations Department

What types and numbers of animals do you currently own or care for?

ADDITIONAL COMMENTS

Please use this space for any additional comments or to complete sections of this form where insufficient room was provided

AUTHORIZATION

I HEREBY AUTHORIZE THE ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ONTARIO SPCA) TO CONTACT ANY PERSON OR ORGANIZATION PROVIDED BY ME AS A REFERENCE, AND TO COLLECT/OBTAIN FROM SAME PERSONAL INFORMATION, INCLUDING OPINIONS, REPORTS, NOTES, OR COPIES THEREOF, WHICH MAY BE REQUIRED BY THE ONTARIO SPCA IN CONNECTION WITH THE CONDUCT OF A BACKGROUND INVESTIGATION RELATING TO MY APPLICATION. I UNDERSTAND THIS INFORMATION WILL BE USED TO ASSESS MY QUALIFICATIONS AND SUITABILITY IN RELATION TO THE POSITION OF AN AGENT OR INSPECTOR WITH THE ONTARIO SPCA. I HEREBY ACKNOWLEDGE AND DECLARE THAT THE TERMS OF THIS AUTHORIZATION ARE FULLY UNDERSTOOD BY ME.

DECLARATION

I HEREBY DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND COMPLETE. I UNDERSTAND THAT A FALSE STATEMENT MAY RESULT IN REFUSAL/TERMINATION OF MY APPLICATION. IT IS UNDERSTOOD AND ACCEPTED THAT I AM INVOLVED IN A COMPETITIVE RECRUITMENT SELECTION AND THAT MY APPLICATION MAY BE DECLINED AT ANY PROCESSING STAGE.

PLEASE PRINT NAME CLEARLY | APPLICANT SIGNATURE | DATE

PLEASE PRINT NAME CLEARLY | WITNESS SIGNATURE | DATE

Recommendation for Training:

On behalf of _____ (Branch/Society) this recommendation is for

_____Who has been interviewed, to be trained and appointed as an Agent or Inspector

President/Executive Director **Sr. Inspector**

Distribution: Original: Investigations Department

OSPCA002 (September 2012)

Candidate Requirements

Criminal Record check, vulnerable sector

Photo copy of both sides of your driver's license

Signed copy of the confidentiality agreement

2 Letters of reference

Digital photo of your face sent to rmarks@ospca.on.ca

Auxiliary waiver form (only if auxiliary position)

160 hours of ride-a-long time 32 of those hours must be livestock related eg. Sales barns or equivalent

Home Interview

EQI testing (Emotional Quotient Inventory)

Distribution: Original: Investigations Department

THIS IS EXHIBIT "J." TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2 ND th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SPCA STANDING ORDER

DISTRIBUTION

ORDER NUMBER: 002

DATE OF ISSUE: May 2013

All Inspectors and Agents

ALL STANDING ORDERS DATED EARLIER THAN May 2013 SHOULD BE DESTROYED

MANDATORY TRAINING AND APPLICATION PROCESS FOR OSPCA AGENTS

In an effort to continue to improve the quality of service delivered by Ontario SPCA agents, the following training policy has been established:

- All applicants must fully comply with the requirements for appointment as established by the Chief Inspector.
- Applicants are required to attend and successfully complete the full training program prior to their appointment as an agent.
- New candidates are required to complete 160 hours of ride a long hours mentoring with an experienced agent or inspector, 32 hours of which shall be related to livestock. These ride along hours must be completed during the training process and by Dec. 31st of the training year. A liability and confidentiality waiver must be signed before doing ride alongs.
- New candidates must complete an EQI evaluation and provide the Sr. Inspector with a signed copy of the waiver.
- All applicants are required to provide a vulnerable sector police clearance
- New agents will be subject to a six month probationary appointment during which time they must be mentored by an experienced agent or inspector.
- All agents must attend all designated mandatory continued training workshops each year to maintain their status as Ontario SPCA agents.
- All agents must sign a confidentiality form
- All existing agents are required to provide a police clearance every 2 years and inspectors every 4 years

OR LIST THE TRAINING THAT IS CURRENTLY MANDATORY

- As mandatory training will change from time to time every year there will be mandatory training identified in our annual training calendar, this training will be identified in red.

Provisions are in place for the temporary appointment of an acting agent.

All agents/inspectors are required to submit reports in a timely manner. Agents are appointed on a two-year renewable term and inspectors every four years. Officers who fail to abide by the above conditions will be considered to be in default and will have to show cause why they should be renewed as an Ontario SPCA agent.

Connie Mallory

INVESTIGATIONS DEPARTMENT -NEW AGENT PRE-APPLICATION FORM

NOTE: THIS FORM IS TO BE COMPLETED BY LOCAL MGR/INSPECTOR/PRESIDENT AND FORWARDED YOUR SENIOR INSPECTOR A MINIMUM OF 6 WEEKS PRIOR TO START OF NEW AGENTS COURSE

NAME OF PROPOSED CANDIDATE:_____

CANDIDATE'S HOME PHONE #: _____

CANDIDATE'S HOME ADDRESS:_____

_____

NAME OF SPONSORING BRANCH/SOCIETY: _____

PLEASE EXPLAIN WHY YOU FEEL THIS INDIVIDUAL IS A GOOD CANDIDATE FOR BECOMING AN OSPCA AGENT:

_____

_____

_____

HAS CANDIDATE HAD AN INTERVIEW WITH LOCAL INSPECTOR/MANAGER
YES ___ NO ___IF NOT, EXPLAIN WHY:_____

_____

DOES THIS PERSON HAVE A GRADE 12 EDUCATION: YES ___ NO ___

VALID DRIVERS LICENSE: YES ___ NO ___

CRIMINAL RECORD: YES ___ NO ___

HAVE YOU REVIEWED THE APPLICATION TO ENSURE THE PERSON

QUALIFIES: YES ___ NO ___

_____ _____

SIGNATURE OF PERSON RECOMMENDING PRINT NAME OF PERSON RECOMMENDING

Are you aware that possession of a valid driver's licence with full privileges is an essential requirement of the Agent or Inspector position? ☐ YES ☐ NO

Do you have six or fewer driving demerit points? ☐ YES ☐ NO

Have you ever been convicted of any criminal offence for which a pardon has not been granted or issued? ☐ Yes ☐ No

If YES, specify offence, location, date and disposition:

Have you ever been discharged absolutely or on conditions in relation to a finding of guilt for the commission of a criminal offence, and in respect of which the R.C.M.P. has not yet sealed the record. (If the discharge was ordered prior to July 24, 1992, and a pardon has not yet been granted, you will have to apply to the R.C.M.P. to have the records sealed; after July 24, 1992, records are sealed automatically after one year in the case of an absolute discharge, and after three years in the case of a conditional discharge.) ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

Have you been convicted of any offence under any provincial statute within the last five years? ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

Are you currently the subject of a Peace Bond, Child Protection Order, Weapons Prohibition Order, or other criminal, provincial offence, or child protection order? ☐ Yes ☐ No

If, YES, specify offence, location, date and disposition:

EDUCATION, CREDENTIALS, INVOLVEMENTS

SECONDARY SCHOOL Type of Certificate or Diploma Received	Highest Grade or Level Completed	
☐ Equivalency (give details):		
COMMUNITY COLLEGE Name of Program	Length of Program: If currently attending, indicate year of study:	Diploma Received Yes ☐ No ☐ Certificate Received Yes ☐ No ☐ Give Details:
BUSINESS OR TECHNICAL SCHOOL Name of Program	Length of Program: If currently attending, indicate year of study:	Licence, Certificate, Diploma Awarded Yes ☐ No ☐
UNIVERSITY Degree Awarded? ☐ Yes ☐ No ☐ General ☐ Honours Details:	Length of Program: If currently attending, indicate year of study:	Major Subject Licences, Degrees, Certificates

Were you ever expelled or suspended from any school attended? ☐ Yes ☐ No

Details:

Professional Licences Or Memberships	Date of Acceptance D M Y	Professional Licences Or Memberships	Date of Acceptance D M Y	Professional Licences Or Memberships	Date of Acceptance D M Y

LIST HOBBIES OR OTHER QUALIFICATIONS RELEVANT TO THIS POSITION:

ACTIVITIES – CLUBS, ATHLETIC, CIVIC ORGANIZATIONS, MILITARY CADETS/RESERVES
(Applicants should not list activities, which would disclose race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap)

NAME OR ORGANIZATION	NATURE OF ORGANIZATION	POSITION HELD	MEMBERSHIP DATES

HAVE YOU BEEN IN PREVIOUS VOLUNTEER WORK? IF YES, COMPLETE SECTION BELOW. ☐ NO ☐ YES

1.	Organization	Volunteer Position Held	Years Volunteered ____ From To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
2.	Organization	Volunteer Position Held	Years Volunteered ____ From To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
3.	Organization	Volunteer Position Held	Years Volunteered ____ From To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
4.	Organization	Volunteer Position Held	Years Volunteered ____ From To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____
5.	Organization	Volunteer Position Held	Years Volunteered ____ From To
	Complete mailing address	Contact Person	Total Number of Years/Months as Volunteer ____

CHARACTER REFERENCES
(DO NOT INCLUDE EMPLOYERS OR SERVING OSPCA INVESTIGATORS)

List five persons not related to you who we may consult and who are competent to judge your character, temperament and industrious habits and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

1.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
2.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
3.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
4.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone
5.	Full Name	Occupation	Years Known
	Complete mailing address	Postal Code	Telephone

OPTIONAL REFERENCES:

You may list name(s) of OSPCA Investigators you know personally and who are willing to provide a character reference pertaining to your suitability as an Agent or Inspector:

FULL NAME	COMPLETE MAILING ADDRESS (include Postal Code)	SPCA	YEARS KNOWN

EMPLOYEE FAMILY REFERENCES:

Does the Ontario SPCA or an affiliate employ any members of your family? ☐ NO ☐ YES (Give Details – Name, Employing Branch/Affiliate):

EMPLOYMENT HISTORY

NOTE: Beginning with your present or last employment and continuing in reverse order, list and describe every position you have held since the beginning of your work experience. If you have held two or more positions with the same employer, list and describe each position separately. Include military, part-time and summer employment. (Provide an account for periods of unemployment).

PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM TO
COMPLETE MAILING ADDRESS (INCLUDE POSTAL CODE)		
NAME OF SUPERVISOR AND TITLE	YOUR POSITION TITLE	MAY EMPLOYER BE CONTACTED FOR FURTHER INFORMATION? ☐ YES ☐ NO
BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

PRESENT OR LAST EMPLOYER	TELEPHONE	DATE OF EMPLOYMENT (D/M/Y) FROM TO
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BRIEF DESCRIPTION OF YOUR DUTIES	REASON FOR LEAVING	

Have you ever been suspended or dismissed or asked to resign from any position? ☐ NO ☐ YES Give Details:

Have you ever before made an application to the Ontario SPCA or an affiliated humane society? ☐ NO ☐ YES Give Details:

Have you ever been arrested or detained under the provisions of the Mental Health Act? ☐ NO ☐ YES Give Details:

Have you ever served in the armed forces of Canada or any other nation? ☐ NO ☐ YES Give Details:

If YES, ☐ Regular or ☐ Reserve

From (D/M/Y)	To (D/M/Y)
Rank Attained:	
Details of Service:	

ANIMAL WELFARE

Are you a member of any animal welfare, animal rights, agricultural, or hunting/fishing groups? ☐ NO ☐ YES Give Details:

Why do you wish to become an Ontario SPCA Investigator?

What types and numbers of animals do you currently own or care for?

ADDITIONAL COMMENTS

Please use this space for any additional comments or to complete sections of this form where insufficient room was provided

AUTHORIZATION

I HEREBY AUTHORIZE THE ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ONTARIO SPCA) TO CONTACT ANY PERSON OR ORGANIZATION PROVIDED BY ME AS A REFERENCE, AND TO COLLECT/OBTAIN FROM SAME PERSONAL INFORMATION, INCLUDING OPINIONS, REPORTS, NOTES, OR COPIES THEREOF, WHICH MAY BE REQUIRED BY THE ONTARIO SPCA IN CONNECTION WITH THE CONDUCT OF A BACKGROUND INVESTIGATION RELATING TO MY APPLICATION. I UNDERSTAND THIS INFORMATION WILL BE USED TO ASSESS MY QUALIFICATIONS AND SUITABILITY IN RELATION TO THE POSITION OF AN AGENT OR INSPECTOR WITH THE ONTARIO SPCA. I HEREBY ACKNOWLEDGE AND DELCARE THAT THE TERMS OF THIS AUTHORIZATION ARE FULLY UNDERSTOOD BY ME.

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I HEREBY DECLARE THAT THE FOREGOING INFORMATION IS TRUE AND COMPLETE. I UNDERSTAND THAT A FALSE STATEMENT MAY RESULT IN REFUSAL/TERMINATION OF MY APPLICATION. IT IS UNDERSTOOD AND ACCEPTED THAT I AM INVOLVED IN A COMPETITIVE RECRUITMENT SELECTION AND THAT MY APPLICATION MAY BE DECLINED AT ANY PROCESSING STAGE.

PLEASE PRINT NAME CLEARLY	APPLICANT SIGNATURE	DATE
PLEASE PRINT NAME CLEARLY	WITNESS SIGNATURE	DATE

Recommendation for Training:

On behalf of _____(Branch/Society) this recommendation is for

_____ who has been interviewed, to be trained and appointed as an Agent or Inspector.

Date _____

President/Executive Director/Sr. Inspector _____ Print Name _____

MANDATORY ATTACHMENTS

Criminal Records Certificate (done by your local police service)
Photocopy of both sides of your drivers' license
A signed copy of the confidentiality agreement
Copy of two letters of reference
Home visit form
A digital photo of your face only sent to rmarks@ospca.on.ca

Auxiliary Waiver Form (only if auxiliary position)

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

16586 Woodbine Avenue
RR 3, Newmarket, ON
L3Y 4W1
Tel: (905) 898-7122
1 888 ONT-SPCA (668-7722)
Fax: (905) 853-8643

info@ospca.on.ca
www.ontariospca.ca

Charitable Registration # 88969 1044 RR0002

I _____ an Agent / Inspector / Manager

/ Board Member (board member applies to affiliates only), have interviewed

_____ home and found him / her to be a suitable

Candidate for the position of Agent and a responsible animal owner.

Dated this _____ day of _____, 20 _____ at

the _____.

_____
Print Name

_____
Signature

If the interviewer does not agree with the above paragraph either as a whole or in part please contact the Ontario SPCA Investigations Department at 1-888-ONT-SPCA extension 327 and return this form with only the date and interviewer's name/signature sections completed

Ontario Society for the Prevention of Cruelty to Animals

PROTECTION OF CONFIDENTIAL INFORMATION

I, _____ am aware of the confidential nature of information concerning the investigation of suspected cases of animals in distress. Whether or not such confidential information may be available to me in normal performance of my duties, or occasionally and inadvertently, the confidentiality will be respected by me.

I will exercise all reasonable care and caution in protecting printed or written confidential information from casual observation, unauthorized perusal or other abuse.

I also understand that confidential information which shall be disclosed to me or which may become my knowledge may not be divulged, unless required.

_____
Signature

_____
Witness

_____
Date

THIS IS EXHIBIT "K" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2ND DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SPCA AND HUMANE SOCIETY

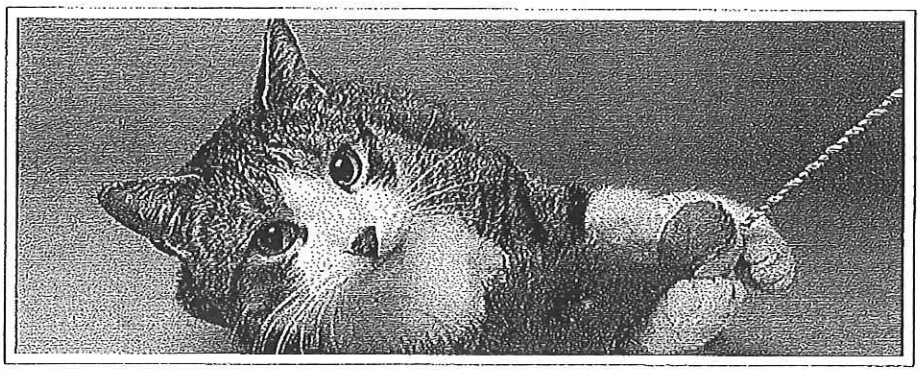
(http://ontariospca.ca/)

ADOPT CLICK HERE (/what-we-do/pet-adoption.html)

DONATE CLICK HERE (http://ontariospca.ca/donate/donate.html?utm_source=mainhomepage&utm_campaign=Homepagebuttons&utm_medium=)

310 SPCA (/what-we-do/investigations/report-cruelty.html)

(http://www.youtube.com/user/OntarioSPCA) (http://www.linkedin.com/company/ontario-society-for-the-prevention-of-cruelty-to-animals) (http://instagram.com/ontariospca/) (http://feeds.feedburner.com/OntarioSPCA) (https://www.facebook.com/ontariospca) (https://twitter.com/ontariospca) (https://plus.google.com/+OntarioSPCA/posts) (https://www.pinterest.com/ontariospca/) (https://www.google.com/maps/place/Ontario+SPCA/@43.7109405,-79.4678867,17z/data=!4m5!3m4!1s0x0:0x1094056886675460007457!8m2!3d43.7109405!4d-79.4656867!16s/g/11bwqqqqqq?hl=en&gl=ca/110940568867546007457/about)



WHO TO CALL WHEN YOU HAVE A CONCERN ABOUT AN ANIMAL

ANIMAL CARE SERVICES AT THE ONTARIO SPCA

ONTARIO SPCA GENERAL OPERATIONS

OTHER FREQUENTLY ASKED QUESTIONS (http://ontariospca.ca/about-us/faq.html?_ga=1.245437005.835098132.1493667456#collapse4)

What Is the Ontario SPCA By-Law?

How do I make a complaint against an Ontario SPCA Agent/Inspector? (http://ontariospca.ca/about-us/faq.html?_ga=1.245437005.835098132.1493667456#collapse52)

Defining a Complaint

1.Conduct of an Agent or Inspector

Making a Complaint

Only the person directly affected by the incident or whose animals were directly affected may make a complaint. Anyone from the public making a complaint should first speak with the officer's direct Supervisor as a complaint may be resolved with some simple clarification.

A complaint must be in writing and must be signed by the person making the complaint and contain all of their true particulars (name, physical address & phone number). The complaint may be written in a letter but the Public Complaint Form (/images/OntarioSPCA-Public_Complaint_Form.pdf) must also be completed. All complaints must go to the Chief Inspector or Public Complaints Committee.

Branches and Affiliates that receive a completed formal complaint at their office may either provide the person with the information below so they may forward it themselves, or receive the complaint and forward it within 5 business days, noting the date it was received.

Off-Duty Complaints

A complaint may be filed about the conduct of an off-duty officer; however, there must be a connection between the conduct and either the duties of an Agent or Inspector or the reputation of the Society.

Time Limits

A complaint must be filed within 20 business days after the incident happened. Complaints made after the 20 business day criteria may be investigated depending on the nature of the concern.

Receiving a Complaint

A complaint may be received by mail, or email addressed to the:

Office of the Chief Inspector

Ontario SPCA Provincial Office

16586 Woodbine Avenue

Stouffville, ON

L4A 2W3

officeofthechiefinspector@ospca.on.ca (mailto:officeofthechiefinspector@ospca.on.ca)

OR

Public Complaints Committee

Ontario SPCA Provincial Office

Investigations Department

16586 Woodbine Avenue

Newmarket, ON

L3Y 4W1*

*(For complaints about the conduct of the Chief Inspector or any other correspondence intended for the Public Complaints Committee)

The Chief Inspector will ensure that a member of the Public Complaints Committee is advised immediately of any correspondence intended for the Committee.

If a complaint regarding the conduct of the Chief Inspector is received by the Committee the Chief Executive Officer of the Ontario SPCA must be notified immediately and will then continue to be part of the complaint process.

The complainant will be notified in writing that the complaint has been received. These notifications will be mailed within 5 business days of receiving the initial complaint.

Complaints that also allege criminal behaviour must be handled by the Police. The Chief Inspector or Public Complaints Committee will involve the Police when necessary.

Complaints that are filed with the Human Rights Commission will be handled by the Commission and this process does not apply.

Informal Resolution

Less serious complaints about an officer's conduct may be resolved by way of an informal resolution. This involves the Agent/Inspectors supervisor, speaking with the complainant and resolving the issue or bringing the complainant and subject Agent(s) or Inspector(s) together to hear each other's concerns. Such a resolution requires the mutual consent of the complainant and subject Agent(s) or Inspector(s), and the approval of the Chief Inspector or Committee. An informal resolution of a complaint is an option that is available at any time during the process; i.e., before, during or after an investigation. A Record of Resolution will be completed for this option and act as the written decision.

Withdrawing a Complaint

A complaint may be withdrawn at any time by forwarding a written letter or email to the Chief Inspector or Public Complaints Committee however; the Chief Inspector or Committee may continue to deal with the complaint if it is felt that the allegation should be investigated further.

Dealing with the Complaint

The Chief Inspector or Committee may decide not to deal with the complaint for one of three reasons:

- Complaint was filed more than 20 business days after the occurrence which led to the complaint
- Frivolous, vexatious or made in bad faith
- Complainant or animals were not directly affected by the incident

It must be determined within 20 business days of receipt of the complaint how a matter is to proceed and written notification will be mailed to the complainant advising that the matter is in fact proceeding.

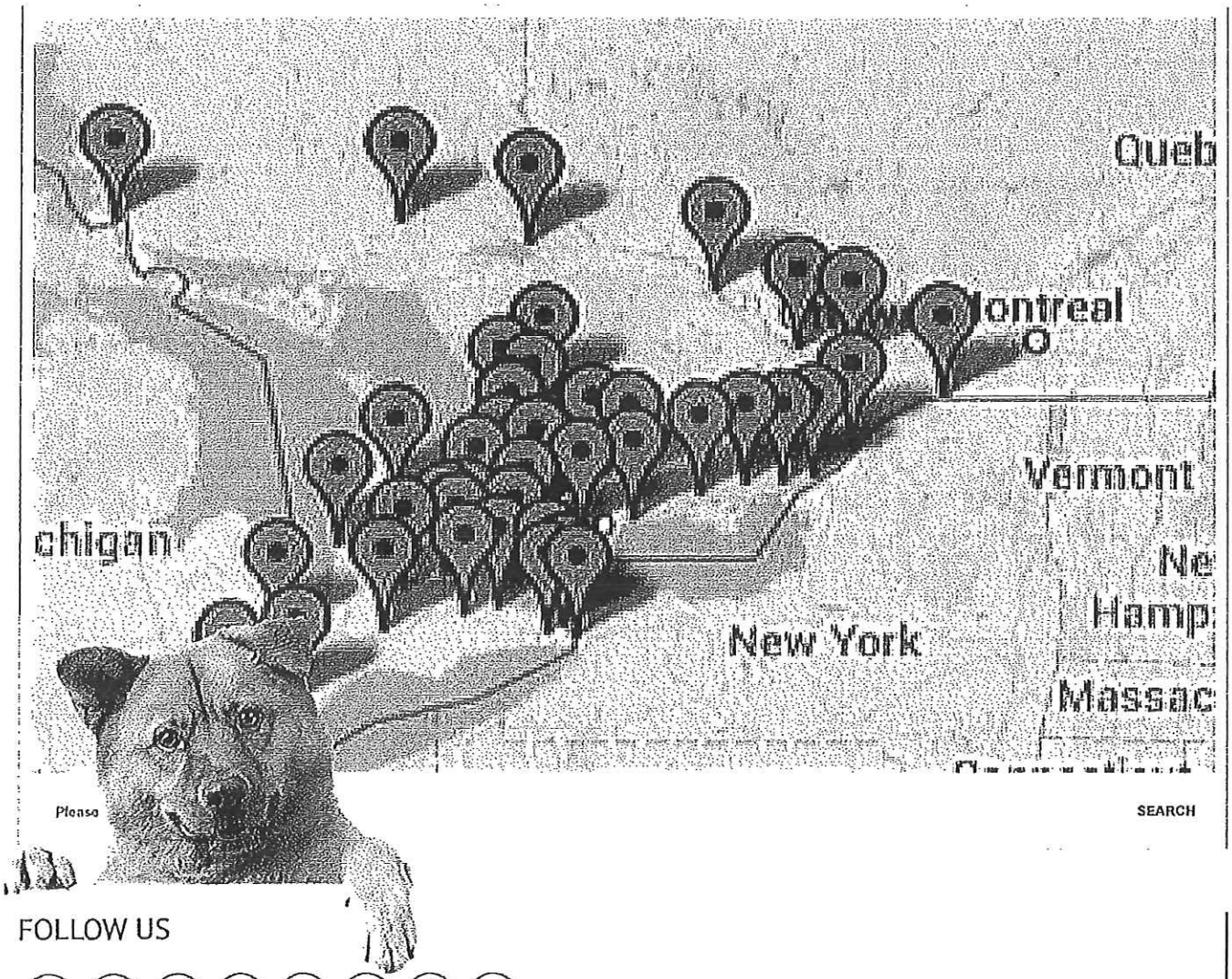
Download the Public Complaint Form Here. (/images/OntarioSPCA-Public_Complaint_Form.pdf)

Who is responsible for a community's stray animals?

Where can I find more information on the Pit Bull Ban?

INVESTIGATIONS FAQ's

OSPCA ANIMAL CENTRE LOCATOR MAP



Please SEARCH

FOLLOW US

(http://www.[illegible]0568867546007457/about)
ref=ts) feature=results_main) centre/pawdcasts.html)

ONTARIO SPCA

Ontario SPCA Provincial Office
16586 Woodbine Ave.

THIS IS EXHIBIT " L " TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2 th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS BY-LAW NUMBER TWELVE

ARTICLE 1 INTERPRETATION 5
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BE IT ENACTED as a By-law relating generally to the conduct of the affairs of the Ontario Society for the Prevention of Cruelty to Animals (the "Society"), as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this By-law, the following terms shall have the following meanings:

"Act" means the *Ontario Corporations Act,* R.S.O. 1990, c. C.38, the regulations enacted pursuant to it and any statutes and regulations that may be substituted for them, as amended from time to time;

"Affiliate Society" means a local Affiliate Society recognized as such by the Board;

"Annual General Meeting" means an annual meeting of the Voting Members of the Society;

"Annual Organizational Meeting" means the first meeting of the Board held following each Annual General Meeting;

"Auditor" means the auditor of the Society;

"Board" means the Board of Directors of the Society from time to time constituted;

"By-law" means this By-law and all other By-laws of the Society from time to time in force and effect;

"CEO" means the Chief Executive Officer of the Society;

"CFO" means the Chief Financial Officer of the Society;

"Chair" means the Chair of the Board;

"Committee" means a committee or, where the context permits, a subcommittee of the Board;

"Director" means a Director of the Society;

"Honourary Member" means a Class C Member of the Society;

"First Vice-Chair" means the first Vice-Chair of the Society or where there is only one Vice-Chair, means that Vice-Chair;

"Letters Patent" means any letters patent (including supplementary letters patent and letters patent of continuance) that may be issued in respect of the Society from and after the date hereof;

"Non-voting Member" means a Class A or a Class C Member of the Society;

"Ontario SPCA Act" means the *Ontario Society for the Prevention of Cruelty to Animals Act,* R.S.O. 1990, c. O.36, the regulations enacted pursuant to it and any statutes and regulations that may be substituted for them, as amended from time to time;

"Second Vice-Chair" means the second Vice-Chair of the Society, if such position is filled;

"Secretary" means the Secretary of the Society;

"Society" means the Ontario Society for the Prevention of Cruelty to Animals, an autonomous charity, registered in 1873, and a non-profit corporation incorporated in 1919 as the Ontario Humane Society under the Ontario Corporations Act;

"Special Resolution" means a resolution passed by the Directors and confirmed with or without variation by at least two-thirds of the votes cast at a general meeting of the Voting Members duly called for that purpose;

"Standing Orders" means the standing policies and procedures that direct and guide all agents and inspectors of the Society in the proper performance of their duties.

"Treasurer" means the Treasurer of the Society;

"Vice-Chair" means the First Vice-Chair or, the Second Vice-Chair or either or both of them, as the context requires; and

"Voting Member" means a Class B Member of the Society.

1.2 Interpretation

In this By-law all references to the singular shall also be interpreted as referring to the plural and vice versa and words in one gender include all genders. The insertion of headings in this By-law and the division into articles and sections are for convenience of reference only and shall not affect the interpretation of this By-Law. References to an Article or Section refer to the applicable article or section of this By-Law.

ARTICLE 2
GENERAL

2.1 Head Office

Until changed in accordance with the Act, the head office of the Society shall be at 16586 Woodbine Avenue, in the Town of Stouffville in the Province of Ontario or at such place within the Province of Ontario as the Board may fix from time to time by resolution.

2.2 Financial Year

The financial year of the Society shall terminate on the 31st day of December in each year or on such other date as the Board may determine from time to time by resolution.

2.3 Books and Records

The Board shall see that all necessary books and records of the Society required by this By-law or by any applicable statute or law are regularly and properly kept.

ARTICLE 3
MEMBERS

3.1 Membership

There shall be three classes of members of the Society: Class A Members, Class B Members and Class C Members.

3.2 Class A Members

a) **Composition.** An Affiliate Society shall be a Class A Member of the Society.

b) **Voting Rights.** A Class A Member shall not have any voting rights.

c) **Admission.** The Board shall approve the admission of an Affiliate Society as a Class A Member.

d) **Term.** Subject to the provisions in Section 3.2(e), a local charity shall be a Class A Member for so long as it is an Affiliate Society.

e) **Termination.** An Affiliate Society shall cease to be a Class A Member if:

i) The Affiliate Society resigns as a Class A Member;

ii) The Class A Member is no longer recognized by the Board as an Affiliate Society; or

iii) The Affiliate Society is wound up, dissolved or otherwise ceases to exist.

f) **Dues.** The Board shall have the power to determine the annual dues by each Class A Member and the manner in which the dues shall be payable. Such dues shall be levied equally among all Class A Members against each Class A Member's revenues.

g) **Transferability.** Membership is non-transferable.

3.3 Class B Members

a) **Composition.** A person so admitted in accordance with the provisions hereof shall be a Class B Member of the Society.

b) **Voting Rights.** Class B Members shall have the right to receive notice of, attend, speak and participate at all meetings of Voting Members and the right to one vote on each motion brought at all meetings of Voting Members.

c) **Admission.** Each Director of the Society who has been accepted into Class B membership in the Society by resolution of the Board shall be a Class B Member. All Class B Members must sign a voting membership statement to evidence their commitment to furthering

the object of the Society and to abide by the Letters Patent, if any, the By-laws and the policies of the Society.

d) **Term.** Subject to the Act, a person ceases to be a Class B Member if such person ceases to be a Director by way of resignation, death or removal, or in the event of the dissolution of the Society. Where a person is no longer a Class B Member, then such person shall be deemed to have automatically resigned as a Director, an Officer and/or a Committee member, as applicable, provided that the Board may in its discretion subsequently re-appoint such person as a Committee member if the Board deems it appropriate in the circumstances.

e) **Termination.** A person shall cease to be a Class B Member if:

i) Such person dies or resigns as a Class B Member;

ii) Such person ceases to be a Director in the Society; or

iii) The Board or the Voting Members pass a resolution in accordance with Article 5.4.

f) **Resignation.** Any Class B Member may resign by delivering a written resignation to the Chair of the Board. A resignation shall be effective from the date specified in the resignation.

g) **Dues.** No dues shall be paid by Class B Members.

h) **Transferability.** Membership is non-transferable.

3.4 Class C Members

a) **Composition.** Persons who the Board admits in its discretion based on their prior meritorious contributions to the Society or its object shall be Class C Members of the Society and who may be referred to as Honourary Members.

b) **Voting Rights.** A Class C Member shall not have any voting rights.

c) **Admission.** Persons may be admitted as Class C Members by the Board from time to time.

d) **Term.** Membership for Class C Members shall be for a term set by the Board.

e) **Termination.** A person shall cease to be a Class C Member upon the earliest of:

i) His or her death or resignation as a Class C Member; or

ii) Upon the passage of a resolution by the Board approved by two-thirds of the Directors voting thereon at a meeting of the Board.

f) **Dues.** No dues shall be paid by Class C Members.

g) **Transferability.** Membership is non-transferable.

ARTICLE 4
VOTING MEMBERS' MEETINGS

4.1 Annual General Meeting of Voting Members

At every Annual General Meeting of Voting Members, in addition to any other business that may be transacted, the financial statements of the Society and the report of the Auditor thereon shall be presented; a Board shall be elected; an Auditor shall be appointed for the ensuing year; and, the remuneration of the Auditor shall be fixed or the Board shall be authorized to fix the remuneration of the Auditor.

4.2 General Meetings of Voting Members

The Board or the Chair shall have the power to call, at any time, a general meeting of Voting Members to consider any general or special business of the Society.

4.3 Place and Time of Meetings

Meetings of Voting Members shall be held at the head office of the Society or at any place within the Province of Ontario as the Board may determine and on such day and at such time as the Board may appoint.

4.4 Notice

a) Notice of the time and place of all Annual General Meetings of the Voting Members shall be given not less than 21 days before the day on which the meeting is to be held and notice of the time and place of all other general meetings of the Voting Members shall be given not less than 21 days before the date on which the meeting is to be held. In each case, notice shall be given to each Voting Member of record who is entered in the books of the Society at the close of business on the day preceding the day on which such notice is given.

b) Notice of a meeting of Voting Members, no matter how provided, shall state the general nature of the business to be transacted at it.

c) The Auditor is entitled to receive all notices and other communications relating to any meeting of Voting Members that any Voting Member is entitled to receive.

d) A statutory declaration of the Secretary that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.

4.5 Error or Omission in Notice

No error or omission in giving notice of any meeting or any adjourned meeting of the Voting Members shall invalidate such meeting or invalidate or make void any proceedings taken at such meeting.

4.6 Meetings Without Notice

A meeting of Voting Members may be held at any time without notice if all Voting Members entitled to vote thereat are present, or if those not present, either before or after the meeting, waive notice or otherwise consent in writing, by facsimile or by any other means of recorded electronic communication addressed to the Secretary to such meeting being held, and at such meeting any business may be transacted which the Society, at a meeting of Voting Members, may transact, provided that a quorum is present at such meeting.

4.7 Adjournments

Any meeting of the Voting Members may be adjourned, pursuant to a duly passed resolution to that effect, to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place and such adjournment may be made provided a quorum is present. Notice of an adjourned meeting of the Voting Members is not required if the time and place of the adjourned meeting is announced at the original meeting while a quorum is present.

4.8 Chairing Meetings

The Chair, or the First Vice-Chair, in the Chair's absence, or the Second Vice-Chair, if any, in the absence of both the Chair and the First Vice-Chair, shall be the Chair at all meetings of the Voting Members. If no such person is present within 15 minutes from the time fixed for holding the meeting, the Voting Members present shall choose another person to be the Chair of the meeting.

4.9 Quorum

Quorum shall consist of a simple majority of the Voting Members of the Society. If a quorum is present at the opening of a meeting of Voting Members, the Voting Members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

4.10 Votes to Govern

Unless otherwise required by the Act, the Ontario SPCA Act, the Letters Patent, if any, the By-law or otherwise by law, at any meeting of Voting Members, every motion shall be determined by a majority of the votes. In the case of an equality of votes, either upon a show of hands or upon a poll, the Chair of the meeting shall not have a second or casting vote and the motion shall be deemed to have been defeated.

4.11 Show of Hands

Unless a Voting Member demands a ballot, each motion shall be voted upon by a show of hands. Whenever a vote by show of hands is taken upon a motion, unless a vote by ballot is demanded, a declaration by the Chair of the meeting that the vote upon the motion has been carried or carried by a particular majority or not carried, an entry to that effect in the minutes of the meeting shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any motion or other proceeding in respect of the said motion, and the result of the vote so taken shall be the decision of the Voting Members upon the said motion.

4.12 Vote by Ballot

Prior to the Chair of the meeting calling for a vote on a motion, a Voting Member may demand a vote by ballot. A vote by ballot so demanded shall be taken in such manner as the Chair of the meeting shall direct. A demand for a vote by ballot may be withdrawn at any time prior to the taking of the vote by ballot. The result of the vote by ballot shall be the decision of the Voting Members upon the said motion.

4.13 Persons Entitled to be Present

The only persons entitled to attend meetings of the Voting Members shall be the Voting Members, the CEO, the CFO, the Auditor and others who are entitled or required under any provision of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law to be present at the meeting. Any other persons may be admitted only on the invitation of the Chair of the meeting or with the consent of the majority of the Voting Members attending the meeting.

4.14 Rules of Order

Each meeting of the Voting Members shall be governed by such rules of order as have then most recently been adopted by the Board, or if none have been adopted, such rules of order as are approved at such meeting; provided that, in the event of a conflict between such rules of order and one or more provisions of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law, the provisions of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law shall prevail.

ARTICLE 5
DIRECTORS

5.1 Number of Directors

The affairs of the Society shall be managed by a Board comprised of no less than 10 and no more than 14 Directors of the Society. For one of the Director positions, preference will be given to a qualified candidate who is a member of an Indigenous Community.

5.2 Term

a) Each Director who is elected at an Annual General Meeting shall be elected for a term expiring at the close of the third Annual General Meeting following his or her election or until his or her successor is elected or appointed unless:

   i) Any such person was elected or appointed to complete the unexpired term of a former Director, in which case such person shall be elected for the remainder of such term; or

   ii) Prior to the Annual General Meeting at which such person is elected as a Director, the Board determines that in the interests of providing for a staggered Board, the vacancy which he or she is being elected to fill shall be for a term expiring at the end of the second Annual General Meeting following his or her election.

b) If qualified, each person who has completed a term of office as a Director shall be eligible for re-election; provided that no person may serve as an elected Director for more than six consecutive years. For greater certainty, if the sixth Annual

General Meeting following the date upon which a person was elected as a Director is later than the sixth anniversary of such Director's election, the Director may continue his or her term of office until such Annual General Meeting. Following an absence from the Board of 11 months or more, a person who had previously served as a Director for six consecutive years shall again be eligible to serve as a Director.

5.3 Qualifications

To be qualified to stand for election as a Director and to continue to serve as a Director each person must:

a) Be 18 years of age or older;

b) Be of sound mind;

c) Not be an undischarged bankrupt;

d) Not be a convicted felon;

e) Have been duly nominated;

f) Not be, nor within the 12 months preceding his or her election, have been, a paid employee of or paid service provider to the Society and not be, nor within the 12 months preceding his or her election have been, related to a paid employee of or paid service provider to the Society;

g) Not be a direct or indirect owner of nor be an employee of any firm or business providing services to the Society;

h) Not be an employee of an Affiliate Society;

i) Not be related to another Director.

For the purposes of this Section, a person shall be deemed to be related to another person, if one of them is a child, stepchild, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, niece, or first cousin of the other, or if one is married, living common-law, or is a member of the same household as the other. For greater certainty, a person who is employed by or who is paid to render services to a branch of the Society, is an employee of, or a paid service provider to, the Society.

5.4 Removal

A Director may be removed from his or her term of office before the expiration of his or her term by:

a) A majority vote of the Board passed at a duly constituted meeting of the Board if the Board determines that the Director has been involved directly or indirectly in cruelty to animals or that the Director has contravened the Society's object or policies; or

b) A resolution passed by two-thirds of the Voting Members at a duly constituted meeting of the Voting Members; provided that at such meeting, the Voting Members may elect any person who meets the qualifications set out in the place of the Director who has been removed, for the remainder of the term of such removed Director.

In either case, the Director shall be afforded the opportunity to present their position prior to the meeting.

5.5 Vacancy of Office

The office of a Director shall automatically be vacated when, if ever, such Director dies, resigns, becomes disqualified from being a Director, misses three consecutive meetings of the Board in any 12 month period, is charged or convicted of a crime or offence pertaining to the welfare or treatment of animals or is removed from office in accordance with Section 5.4. The resignation of a Director becomes effective at the time a written resignation is received by the Secretary or the Chair or at the time specified in the resignation, whichever is later, provided that the resignation date shall not be later than 90 days following the submission of the resignation.

5.6 Nominations

Directors shall be elected by the Voting Members from among the candidates duly nominated therefore by:

a) The Nominating Committee; or

b) The Board.

5.7 Filling Vacancies

If, as a result of any vacancy on the Board, there is not a quorum of Directors then in office, the remaining Directors shall forthwith call a special general meeting of the Voting Members to fill the vacancies. The vacancy shall be filled from among candidates who meet the requirements set out as qualifications for a Director.

5.8 Powers

The property, business and affairs of the Society shall be managed by the Board. The Board may, on behalf of the Society, exercise all the powers that the Society may lawfully exercise under the Act, the Ontario SPCA Act, the Letters Patent, if any, or otherwise including the power to:

a) Acquire and hold as a purchaser, donee, devisee or legatee, or in any other capacity, any interest in real estate;

b) Accept, receive and hold gifts, bequests or subscriptions of personal estate;

c) Grant, lease, bargain for, mortgage, sell, assign or otherwise dispose of any of its real or personal estate;

d) Erect, construct, equip and maintain such buildings and works as it considers advisable for its purposes; and

e) Do all such other matters and things as it considers advisable for carrying out its object.

As part of the usual duties of the Board, the Directors will specifically have the power to set and measure strategic policy, goals and objectives of the Society.

5.9 Remuneration

Directors shall not, directly or indirectly, receive any profit or remuneration for acting as such, but shall be entitled to be compensated for reasonable expenses incurred by them in the performance of their duties in the course of transacting affairs on behalf of the Society.

ARTICLE 6
DIRECTORS' MEETINGS

6.1 Place of Meetings

Except as otherwise required by law, meetings of the Board shall be held either at the head office of the Society or at any place within the Province of Ontario as may be determined by the Board.

6.2 Meetings

The Board shall meet at least six times a year and may appoint a day or days in any month or months for regular meetings of the Board at a stated place and hour. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act, the Ontario SPCA Act or the By-law requires a matter proposed to be dealt with at that meeting to be specified. In addition, a meeting of the Board may be convened by the Chair, the Secretary or any two Directors. The Directors may consider or transact any business, either special or general, at any meeting of the Board.

6.3 Notice

Notice of any meeting of the Board shall be given to each Director not less than seven days before the meeting is to take place. Except where the Act, the Ontario SPCA Act or the By-law requires it, a notice of a meeting of the Board need not specify the purpose of or the business to be transacted at the meeting. A statutory declaration of the Secretary that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice.

6.4 Error or Omission in Notice

No error or omission in giving notice of any meeting of the Board shall invalidate such meeting or invalidate or make void any proceedings taken at such meeting.

6.5 Meetings Without Notice

No formal notice of any meeting of the Board shall be necessary if all the Directors of the Board are present, or if those who are not present, either before or after the meeting, waive notice or otherwise signify their consent to the Secretary to such meeting being held in their absence, and at any such meeting, any business may be transacted which the Society, at a meeting of the Board, may transact, provided a quorum of the Board is present. No notice of an Annual Organizational Meeting shall be necessary in order for the meeting to be duly constituted, provided that a quorum of the Board is present.

6.6 Adjournments

Any meeting of the Board may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place and such adjournment may be made provided a quorum is present. Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

6.7 Quorum

A quorum for the transaction of business at any meeting of the Board shall consist of a simple majority of Directors then entitled to be in office. No formal business shall be transacted at any meeting of the Board if at that time a quorum is not present.

6.8 No Quorum Present

In the event that there is no quorum of Directors within 30 minutes of the time appointed for a meeting of the Board, the names of those Directors who are present shall be recorded by the Secretary and informal discussions may be held. Any decisions made at such an informal meeting are to be tabled at the immediately succeeding meeting of the Board for approval and may not be acted upon until such approval is given. In the event that there ceases to be a quorum of Directors during a meeting, those Directors remaining may hold an informal discussion and, so long as two Directors continue to be present, may call a subsequent meeting of the Board. Any decisions made after there ceased to be a quorum are to be tabled at the immediately succeeding meeting for approval and may not be acted upon until such approval is given.

6.9 Votes to Govern

Subject to the Act, the Ontario SPCA Act, the Letters Patent, if any, and the By-law, each Director is authorized to exercise one vote on every motion at a meeting of the Board and every motion shall be voted on and decided by a majority of the votes cast on the motion. In the case of an equality of votes cast at a meeting of the Board, the Chair of the meeting shall not be entitled to exercise a second or casting vote and the motion shall be deemed to have been defeated.

6.10 Show of Hands

Unless a Director demands a ballot, each motion presented at a meeting of the Board shall be voted upon by a show of hands. Upon a show of hands, each Director shall have one vote. Whenever a vote by a show of hands shall have been taken upon a motion, a declaration by the Chair of the meeting that the vote upon the motion has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be sufficient evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any motion or other proceeding in respect of the said motion, and the result of the vote so taken shall be the decision of the Board upon the said motion.

6.11 Vote by Ballot

Prior to or after the Chair of the meeting calling for a vote on a motion, a Director may demand a vote by ballot. A vote by ballot so demanded shall be taken in such manner as the Chair of the meeting shall direct. In the case of meetings by teleconference or other electronic means, the vote may be taken

by facsimile transmission or another method of communication that produces a paper record. A demand for a vote by ballot may be withdrawn at any time prior to the taking of the vote by ballot. Upon a vote by ballot, each Director present in person shall have one vote and the result of the vote by ballot shall be the decision of the Board upon the said motion.

6.12 Resolutions in Writing

Notwithstanding any other provision of this By-law to the contrary, a resolution in writing signed by all of the Directors is as valid and effective as if it had been passed at a meeting of such Directors duly called, constituted and held for that purpose. Such resolution in writing may be signed in counterpart and satisfies all the requirements of this By-law relating to meetings of the Directors.

6.13 Chairing Meetings

The Chair, or the First Vice-Chair, in the Chair's absence, or the Second Vice-Chair, if any, in the absence of both the Chair and the First Vice-Chair shall be the Chair at all meetings of the Board. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the Directors present shall choose one of their number to be Chair of the meeting.

6.14 Meetings by Teleconference

If a majority of the Directors present at or participating in the meeting consent, a meeting of the Board may be held by such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any such consent shall be effective whether given before or after the meeting to which it relates. A quorum shall be established and votes shall be recorded by voice identification of each Director by a roll call of Directors participating in the meeting.

6.15 Meeting by Other Electronic Means

Any one or more Directors, may meet by any other electronic means that permits each Director to communicate adequately with each other, provided that the Board has passed a resolution addressing the mechanics of holding such a meeting, including how security issues should be handled and the procedure for establishing a quorum and recording votes and provided further that a majority of the Directors have consented to meeting by electronic means. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board or with respect to only a specific meeting of the Board. Each Director must have equal access to the electronic means of communication to be used.

6.16 Directors Deemed to be Present

A Director participating in any meeting of the Board by conference telephone facilities or by any other electronic means is deemed to be present at the meeting.

6.17 Persons Entitled to be Present

The only persons entitled to attend meetings of the Directors shall be the Directors, the CEO, the CFO and others who are entitled or required under any provision of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law to be present at the meeting. Any other persons may be admitted only on the invitation of the Chair of the meeting or with the consent

of all the Directors attending the meeting. For greater certainty, only the Directors, the CEO and the CFO will have the right to speak at such meetings although others present at such meetings in accordance with the Act, the Ontario SPCA Act or the Letters Patent, if any, or the By-law may be allowed to speak with the consent of the majority of the Directors attending meeting.

6.18 Rules of Order

Each meeting of the Board shall be governed by *Robert's Rules of Order* or such other rules of order as have then most recently been adopted by the Board (the "Rules of Order"); provided that, in the event of a conflict between such Rules of Order and one or more provisions of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law, the provisions of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law, as the case may be, shall prevail.

ARTICLE 7
COMMITTEES

7.1 General Definition

The Committees constituted by the Board, and at the Boards' discretion, shall be either:

a) Standing Committees, being those Committees whose duties will normally be continuous, and which shall include: an Executive Committee, a Finance Committee, a Nominating Committee and an Affiliate Relations Committee; or

b) Special Committees, being those Committees appointed with specific duties and responsibilities of a non-recurrent nature, the powers of which will expire with the completion of the task assigned.

The Board may, at its discretion, conduct business relating to any Committee at any meeting of the Board. When a Board Committee is active, it shall conduct business within the terms of reference as approved by the Board.

7.2 Composition

The composition of the Executive Committee, the Finance Committee, the Nominating Committee and the Affiliate Relations Committee and designation of their Chairs shall be as set out in Article 8, Article 9, Article 10 and Article 11 respectively.

Except as otherwise herein provided, the Chair, Vice-Chair and members of any Committee shall be appointed by resolution of the Board in conformity with any terms of reference approved by the Board.

At least one member of each Committee shall be a Director otherwise, except as expressly provided herein or in any terms of reference approved by the Board for a Committee, membership on a Committee may be extended to those who are not Directors.

7.3 Responsibilities

The responsibilities of the Executive Committee, the Finance Committee, the Nominating Committee and the Affiliate Relations Committee shall be as set out in Article 8, Article 9, Article 10 and Article 11 respectively.

The responsibilities of all other Committees referred to in, or created pursuant to, Section 7 shall be as determined by the Board from time to time.

7.4 Disbanding

The Board shall have the power to disband any Committee that it creates with the exception of the Executive Committee.

7.5 Persons Entitled to be Present

The only persons entitled to attend meetings of a Committee shall be the members of such Committee, the CEO, the CFO, the Directors and others who are entitled or required under any provision of the Act, the Ontario SPCA Act, the Letters Patent, if any, or the By-law to be present at the meeting. Any other persons may be admitted only on the invitation of the Chair of the meeting or with the consent of the majority of persons attending the meeting. For greater certainty, only the members of the Committee will have the right to vote and speak at such meetings although others present at such meetings shall be allowed to speak with the consent of the majority of persons attending the meeting.

7.6 Term

Each person appointed to a Committee shall be appointed to hold office until the first Annual General Meeting held after such person is appointed to such Committee.

A person who has completed his or her term as a member of a Committee may be reappointed to such Committee so long as he or she is otherwise qualified.

7.7 Meetings

Unless otherwise provided for in this By-law, the provisions relating to meetings of the Board shall apply to meetings of a Committee as though all references therein to the Board and the Directors were to such Committee and the members of such Committee, respectively, provided that the rules of procedure adopted by the Board, if any, shall be the rules applicable to meetings of all Committees.

7.8 Chair's Report

The Chair of each Committee shall submit a report of the proceedings of each meeting of the Committee at the next regular meeting of the Board following each such meeting and such report may take the form of minutes of the meeting or a written report.

ARTICLE 8
EXECUTIVE COMMITTEE

8.1 Composition

The Executive Committee shall be comprised of the Chair, the Vice-Chair, or Vice-Chairs, the Secretary and the Treasurer.

8.2 Powers

The Executive Committee shall have full power and authority to act for and on behalf of the Board between meetings of the Board, subject to any restrictions that the Board may impose on it.

8.3 Chair of Executive Committee Meetings

The person holding the office of the Chair shall be Chair of the Executive Committee and the person holding the office of the First Vice-Chair shall be Vice-Chair of the Executive Committee.

ARTICLE 9
FINANCE COMMITTEE

9.1 Composition

The Finance Committee shall be comprised of the Treasurer, who serves as the Chair of the Finance Committee, and two or more other Committee members, who may or may not be Directors of the Society.

9.2 Powers

The Finance Committee shall have the authority to oversee financial controls, policies and key operational functions including the budgeting process, financial updates, investment management, financial forecasts, risk management, regulatory compliance and the audit process.

ARTICLE 10
NOMINATING COMMITTEE

10.1 Composition

The Nominating Committee shall be comprised of the Chair and two or more other Directors selected by the Chair of the Nominating Committee, in consultation with the Chair, the First Vice-Chair and the CEO.

10.2 Powers

It shall be the responsibility of the Nominating Committee to:

a) Seek out and identify persons to place in nomination for election;

b) Facilitate the process by which the Board shall have the right to place names of persons in nomination for election prior to each Annual General Meeting or at other times where the Board in its sole discretion requests it to do so; and

c) Oversee the publication of the list of nominees for the Voting Members of the Society.

In carrying out its duties, the Nominating Committee shall have due regard to the special skills or qualifications or experience required to be reflected in the Directors as well as the commitment of the persons to animal welfare and the object of the Society.

ARTICLE 11
AFFILIATE RELATIONS COMMITTEE

11.1 Composition

The Affiliate Relations Committee shall be comprised of the Committee chair and two or more other Directors selected by the Chair of the Affiliate Relations Committee, in consultation with the Board Chair, the First Vice-Chair and the CEO. In addition, the Chair of the Affiliate Relations Committee, in consultation with the Chair, the First Vice-Chair and the CEO, may appoint additional Committee members from within the membership of the Affiliate Societies. Provisions in this By-law regarding conflict of interest shall apply to this Committee and its members.

11.2 Powers

The Board of Directors has sole discretion to determine whether or not a local charity is granted Affiliate Society status. The Board may, at its discretion, directly conduct business related to Affiliate Relations, as part of a regular meeting of the Board or at a special meeting of the Board. When the Affiliate Relations Committee is active, the Committee shall:

a) Review all applications of local charities wishing to be recognized as Affiliate Societies and, having regard to the criteria and processes set out in this By-Law, make recommendations to the Board thereon;

b) Review complaints and allegations of impropriety received by the Board or the Society against Affiliate Societies where the Board or the CEO determines such complaints or allegations are material enough to potentially lead to a recommendation of the Committee on the de-recognition, including suspension, or revocation of the affiliate status of the Affiliate Society including in circumstances where:

   (i) It has ceased to be registered as a charitable organization with Canada Revenue Agency;

   (ii) It has ceased to have the welfare of or the prevention of cruelty to animals as one of its objects;

   (iii) It has failed to comply with the undertakings made in its application for affiliate status or in any subsequent undertaking given to the Society; or

   (iv) It has taken any actions that might bring the reputation of the Society into disrepute; and

(c) Make recommendations to the Board on the de-recognition, including suspension, or revocation of the status of Affiliate Societies in compliance with the processes set out in this By-law.

ARTICLE 12
OFFICERS

12.1 Officers

The officers of the Society shall be composed of:

a) A Chair who shall be the Chair and the President of the Society and who shall be a Director;

b) Up to two Vice-Chairs who shall both be Directors; provided that if there are two, one shall be designated by the title "First Vice-Chair" and the other shall be designated by the title "Second Vice-Chair";

c) A Secretary who shall be a Director;

d) A Treasurer who shall be a Director;

e) A Chief Executive Officer who shall not be a Director; and

f) A Chief Financial Officer who shall not be a Director.

A person may hold more than one office as long as he or she is qualified to hold each such office.

12.2 Duties of Officers

a) Chair — The Chair, when present, shall preside at all meetings of the Voting Members and the Board and the Executive Committee and shall sign all contracts, documents or instruments in writing which require his or her signature and shall possess and may exercise such powers and shall perform such other duties as may from time to time be assigned to him or her by resolution of the Directors. The Chair shall be an ex-officio member of all Committees.

b) Vice-Chair — The Vice-Chair, where there is only one Vice-Chair, or the First Vice-Chair where there are two, shall be vested with and may exercise all of the powers and perform all of the duties of the Chair where the Chair is absent or unable or unwilling to act. He or she shall also perform other duties as are determined by the Board from time to time. The Second Vice-Chair, if any, shall be vested with and may exercise all of the powers and perform all of the duties of the Chair where the Chair and the First Vice-Chair are both absent or unable or unwilling to act. He or she shall also perform other duties as are determined by the Board from time to time.

c) Secretary — The Secretary shall oversee the safe keeping of the records of the Society and shall distribute copies of minutes of the meetings of the Board, its Committees and the Voting Members as required. The Secretary shall issue all notices required to be provided by the Secretary hereunder or under the Act or the Ontario SPCA Act.

d) Treasurer — The Treasurer shall oversee the proper keeping of all accounting records as required by the Act and the Ontario SPCA Act and ensure that appropriate financial controls and processes are in place and shall report to the Board on the financial position of the Society. The Treasurer shall present to the Annual General Meeting the financial statements of the Society as audited by the Auditor, as appointed by the Board. The Treasurer shall also regularly report to the Board the financial position of the Society and present a quarterly statement of receipts and expenses to the Board. In co-operation with the Chief Executive Officer and the Chief Financial Officer, the Treasurer shall submit to the Board a budget for each ensuing year.

e) CEO — The CEO shall be charged with the general management and supervision of the affairs and operation of the Society. The CEO shall attend all meetings of the Voting Members, the Board and the Committees except where the Chair of the meeting determines that it is inappropriate for the CEO to attend due to the nature of the matter being discussed. The CEO may be an employee of the Society.

f) CFO — The CFO shall be charged with the management and supervision of the financial affairs of the Society. The CFO shall attend all meetings of the Voting Members, the Board and the Committees except where the Chair of the meeting determines that it is inappropriate for the CFO to attend due to the nature of the matter being discussed. The CFO may be an employee of the Society.

12.3 Delegation of Duties

If any officer of the Society is unable to carry out his or her duties, or for any other reason that the Chair may deem sufficient, the Chair may delegate all or any of the powers of any such officer to any other officer or to any Director for the time being.

12.4 Term of Office

All officers shall hold office until the Annual General Meeting following his or her appointment as an officer. A person who has completed his or her term as an officer may be re-appointed to such office, if he or she is otherwise qualified.

12.5 Removal

The Directors may, by resolution passed by a majority of the votes cast at a Board meeting of which notice specifying the intention to pass such resolution has been given, remove any person as an officer before the expiration of such person's term of office.

12.6 Vacancies

The office of an officer shall automatically be vacated upon:

a) That officer's resignation, which resignation shall be effective at the time the written resignation is received by the Secretary or the Chair or at the time specified in the resignation, whichever is later, provided that the resignation date shall not be later than 90 days following the submission of the resignation;

b) That officer being removed by the Board;

c) That officer ceasing to be a Director, where the officer is required to be a Director; or

d) That officer's death.

If an office becomes vacant in any of the circumstances described in this Section 12, the Board may appoint a qualified person to fill such vacancy for the remainder of the term.

12.7 Remuneration

If an officer is an employee of the Society, he or she shall be paid such remuneration for services provided to the Society as the Board may from time to time determine.

12.8 Senior Employees

The CEO shall be authorized from time to time to designate a title or titles to one or more senior employees of the Society or to others who, as part of their employment, render services to the Society provided that:

a) No such person shall be or shall be deemed to be an officer of the Society for the purposes of the By-law, the Letters Patent, if any, the Act or the Ontario SPCA Act; and

b) Such persons shall be granted titles consistent with those set out on the Society's organizational chart, as most recently approved by the Board.

12.9 Agents and Attorneys

The Society, by or under the authority of the Board, shall have power from time to time to appoint agents or attorneys for the Society in or outside Canada with such powers (including the power to sub-delegate) of management, administration or otherwise as may be thought fit.

ARTICLE 13
DECLARATION OF INTEREST

13.1 Definitions

For the purposes of this Article 13:

a) Two persons are partners if they have lived together for at least one year and have a close personal relationship that is of primary importance in both persons' lives; and

b) Two persons are relatives if they are related by blood, marriage or adoption.

13.2 Interest in a Contract or Transaction

A Director who has an interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by the Board, or a Director who has knowledge that his or her partner or a relative has an interest, directly or indirectly, in any contract, transaction, proposed contract or proposed transaction under consideration by the Board shall:

a) Declare to the Board the nature and extent of the interest as soon as possible and not later than the meeting at which the matter is to be considered;

b) Refrain from taking part in any discussion or vote related to the matter; and

c) Withdraw from the meeting when the matter is being discussed if required to do so by a majority of Directors present at the meeting, or if the Director in his or her discretion wishes to do so.

13.3 Effect of Disclosure

A Director who has declared his or her interest in a contract or transaction or a proposed contract or transaction and who has not voted in respect thereof, shall not be accountable to the Society, or its creditors, for any profit realized from the contract and the contract is not voidable by reason only of such Director holding that office or of the fiduciary relationship established thereby.

13.4 Failure to Declare

Where the Board is of the opinion that a conflict of interest exists that has not been declared, the Board may declare, by a resolution carried by two-thirds of the Directors present at the meeting,

that a conflict of interest exists and in each such case the provisions of Section 13.2(b) and (c) shall apply as if the Director had declared the interest.

13.5 Business Dealings with the Society

Directors shall inform the Secretary annually of direct or indirect business dealings with the Society. Such information shall be available to other Directors upon request.

ARTICLE 14
TERMS OF AFFILIATION

14.1 Intent

This Article 14 sets out:

a) The terms and conditions to be met by local charities (sometimes referred to herein as Affiliate Societies) seeking to obtain or maintain affiliation with the Society so that they may function as Societies having as their object the welfare of or the prevention of cruelty to animals in compliance with Section 10 of the Ontario SPCA Act, and

b) The procedure to be followed by the Society in reviewing and approving applications of such organizations for designation as Affiliate Societies and on the de-recognition, including suspension, or revocation of such status.

14.2 Applications for Affiliation

The Society reserves the right to determine the composition of its service areas and territories across the province, including the right to determine which local charities, if any, are granted status as Affiliate Societies. Any organization which is registered as a charitable organization with the Canada Revenue Agency having for its object the welfare of or the prevention of cruelty to animals may apply for affiliation with the Society by transmitting to the Chair a certified true copy of a resolution of its Board of Directors authorizing its President/Chair or another officer to seek affiliation with the Society and, in that regard:

a) Agreeing to comply with the By-law and policies of the Society as they apply to Affiliate Societies and, if this is not already the case, to amend its own By-law and policies to make them consistent with those of the Society;

b) Agreeing to comply with all laws of Ontario and Canada having to do with the welfare of or the prevention of cruelty to animals and the operation of animal shelters;

c) Agreeing to provide therewith and from time to time thereafter as requested by the Board, as supporting documentation, an audited financial statement of all revenues and expenditures of such Affiliate Society relating to its immediately preceding fiscal year;

d) Agreeing to create and maintain accurate records of all aspects of its activities on forms prescribed by the Society, in particular those related to cruelty investigations, shelter operation and charitable donations;

e) Agreeing to negotiate with the Society and neighbouring Affiliate Societies such modification to the area served by the applicant as may be necessary in the public interest. The Society reserves the right to determine its territories and areas served by its Affiliate Societies; and

(f) Refraining from any actions that would result in reputational damage to the Society, its branches and its Affiliate Societies, including but not limited to legal action, media or social media campaigns or public demonstrations.

In a letter transmitting the above resolution to the Chair, the president of the local charity shall describe in terms of urban or rural municipalities or counties of Ontario where possible, the area it proposes to serve and, if relevant, the status of any negotiations with the Society and neighbouring Affiliate Societies to resolve gaps or overlaps.

In the same letter, the President/Chair of the local charity shall supply evidence that the application for affiliation is supported by a majority of the members of the local charity. Where there is doubt, the Society may require the applicant to consult its members in a general meeting before the application is further processed.

In the same letter, the President/Chair of the local charity shall also provide data on the number and types of animals received by the local charity in the most recent calendar year and their disposition. It shall also be indicated, in relation to animal care, whether the local charity operates a local animal shelter or whether it wishes to:

a) Operate its own local shelter;

b) Join neighbouring Affiliate Societies in the establishment of a regional shelter operated jointly by its users or by the Society under contract; or

c) Contract with the Society for the management of its shelter and any related service contracts, if any.

Finally, as attachments to the same letter, the President/Chair of the local charity shall provide copies of the local charity's:

a) Charter of incorporation;

b) Current By-law and any policies governing its activities; and

c) A list of the names, addresses, email addresses, telephone and fax numbers of its current officers and directors.

14.3 Procedures

The Affiliate Relations Committee shall, at the request of the Chair:

a) Review and report to the Board on any application of a local charity for affiliation with the Society;

b) Review and report to the Board on any complaint that has been referred to it; and

c) In doing so, the Board shall review all information it considers necessary in order to determine such matter.

Where information provided to the Affiliate Relations Committee is insufficient for the Committee to make a recommendation, the Committee may request additional information be provided to it.

Before making a recommendation to the Board that the status of an Affiliate Society be de-recognized or that any other penalties be imposed and before making a recommendation to the Board that it not grant affiliate status to a local charity, the Affiliate Relations Committee may

provide the subject local charity with an opportunity to make written submissions to the Affiliate Relations Committee on the matter.

The recommendation of the Affiliate Relations Committee shall be transmitted in writing to the subject local charity by the Chair, within 14 days of the issuance of the report of the Affiliate Relations Committee.

Before revoking the status of an Affiliate Society or invoking any other penalties, or before resolving not to grant affiliate status to a local charity, the Board may provide the Affiliate Society or local charity with an opportunity to make submissions to it on the matter.

The decision of the Board to revoke the status of an Affiliate Society or invoke any other penalties, or not to grant affiliate status to a local charity, shall be transmitted to such Affiliate Society by the Chair, within 14 days thereof.

For greater certainty:

a) The Board shall be free to accept or reject the recommendations of the Affiliate Relations Committee in whole or in part and to invoke other penalties (in addition to or instead of those proposed by the Affiliate Relations Committee); and

b) No Director shall participate in the decision of the Board regarding the revocation of the status of an Affiliate Society or the invocation of other penalties on an Affiliate Society or the granting of affiliate status to a local charity, where that Director participated in the recommendation thereon put before the Board by the Affiliate Relations Committee.

14.4 Ongoing Requirements

Each local charity recognized as an Affiliate Society on the day that this By-law comes into force and effect shall be deemed to have made the undertakings set out in Section 14. At the request of the Chair of the Society, from time to time, an existing Affiliate Society shall deliver to the Society any or all of the resolutions, agreements and/or other materials referred to above, current to the date of such request.

14.5 Boundaries

From time to time the Society may require an Affiliate Society to alter the geographic area it serves. No Affiliate Society may change the area it serves without the written authorization of the Society. The Society shall have the right to make adjustments in boundaries to prevent overlapping or uncovered territory. The Board may develop a policy that addresses animal welfare and territorial jurisdiction.

Prompt alleviation of suffering of animals at any time and place being the object of the Society and its Affiliate Society, undue attention shall not be paid to territorial jurisdiction if there are known to be circumstances calling for action, nor is an Affiliate Society, the territory of which has been entered by the Society or by another Affiliate Society, to take offence, remembering that all are working for the same cause. When time permits, prior notice shall be given or agreement reached where responsibility or jurisdiction is in doubt. If agreement cannot be reached, the decision of the Chair or the CEO shall prevail.

When an inspector with the provincial authority is needed, but one in the direct employ of the Society is not available, the Secretary, Chair or the CEO may arrange to second a qualified inspector from an Affiliate Society and the Society shall reimburse the Affiliate Society for the

services of the inspector at a rate to be determined, from time to time, by the Board. While the Chair and/or CEO are not empowered to give orders to an inspector of an Affiliate Society without that Affiliate Society's prior consent, all Affiliate Societies are enjoined to co-operate to the full in these arrangements in order that the cause for which the Society and all Affiliate Society are working may benefit from united action and the pooling of resources.

ARTICLE 15
INSPECTORS AND AGENTS

15.1 General Policy

The following terms shall have the means ascribed to them:

"Inspector" means a full-time employee of the Society or an Affiliate Society;

"Agent" means an employee or volunteer of the Society or an Affiliate Society so; and

"Chief Inspector" means the person appointed by the Society provided that if the position is vacant or if the person so appointed is unable to act, references in this article to Chief Inspector shall be deemed to be references to the CEO.

15.2 Appointments, Suspensions and Cancellations

a) The Board shall approve the appointment of the Chief Inspector, who shall be responsible for the investigations program of the Society. The Chief Inspector shall report to the CEO.

b) The following shall apply to the appointments of Inspectors and Agents:

(i) The Chief Inspector has the responsibility of identifying and appointing Inspectors and Agents;

(ii) Where a candidate for appointment as an Inspector or Agent has passed all the examinations and requirements determined to be necessary by the Chief Inspector and has been shown to be suitable for appointment, the Chief Inspector may issue an identity card, appoint the Inspector or Agent, and the Agent or Inspector is thereby appointed (initially on a probationary basis if so determined by the Chief Inspector);

(iii) The Chief Inspector may appoint a person who has not passed all the examinations and requirements determined to be necessary by the Chief Inspector but is otherwise suitable as an acting Agent or an acting Inspector for a period of up to 12 months where it is necessary for the discharge of the Society's responsibilities;

(iv) The Chief Inspector has no obligation to appoint any person as an Agent or an Inspector;

(v) The appointment card, badge and materials provided to an Inspector or Agent are and remain the property of the Society and shall be returned upon request of the Chief Inspector; and

(vi) The Chief Inspector may from time to time set the process and qualifications needed for appointment as an Agent or Inspector; provided that such processes shall not be inconsistent with the provisions of the Ontario SPCA Act, any other applicable law, the By-law or any other

policies of the Society. This includes requiring the applicant to attend and pass an examination or examinations, to show proof of good character and to produce a criminal reference check (police certificate) and references.

15.3 Suspensions and Revocations

The Chief Inspector shall investigate any allegation he or she receives or any circumstances of which he or she becomes aware that suggests that an Agent or Inspector has:

a) Failed, or is failing, to comply with one or more of his or her obligations;

b) Misconducted himself or herself, including by breaching any of the provisions of Section 15; or

c) Failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment.

Where the Chief Inspector determines that it is appropriate, he or she may retain a third party to investigate the matter. The Agent or Inspector that is the subject of such investigation shall cooperate fully with the investigation and shall be given an opportunity to make written or oral submissions.

Where the Chief Inspector determines that the continued status of the person as an Agent or an Inspector during the period of investigation would jeopardize the reputation of the Society or the safety of animals or the public, he or she may suspend the status of such person as an Agent or an Inspector during the period of investigation. While suspended, a person does not have the power or authority of an Agent or Inspector. Any suspension shall be in writing and shall state the reasons for the suspension and the rights of the suspended Agent or Investigator to address the Chief Inspector prior to a determination being made as to the revocation of his or her appointment.

If at the conclusion of the investigation, the Chief Inspector determines that there is no reasonable basis to conclude that Inspector or the Agent:

a) Has failed, or is failing, to comply with one or more of his or her obligations set out in Section 15;

b) Has misconducted himself or herself, including by breaching any of the provisions of Section 15; or

c) Has failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment;

the matters shall be reported to the Agent or Investigator and the matter shall be at an end. If the Agent or the Inspector's status had been suspended, it shall be restored.

If at the conclusion of the investigation, the Chief Inspector determines that there, is a reasonable basis upon which to conclude that the Agent or Inspector:

a) Has failed, or is failing, to comply with one or more of his or her obligations;

b) Has misconducted himself or herself, including by breaching any of the provisions of Section 15; or

c) Failed to disclose information, or has misled the Society in relation to information that was provided for the person's appointment;

the Chief Inspector may continue, issue or lift any suspensions, revoke the appointment or set terms for continued status of the Agent or Inspector, all as it determines appropriate. The decision of the Chief Inspector shall be final.

15.4 Standing Orders

The Chief Inspector may issue Standing Orders from time to time. All such Standing Orders shall be in compliance with the Ontario SPCA Act, the Letters Patent, if any, the By-law and any policies and procedures of the Society.

15.5 Indigenous Band Councils

The Society and any Affiliate Society so designated by the Society may enter into agreements with Indigenous Band Councils, or other government agencies.

ARTICLE 16
FOR THE PROTECTION OF DIRECTORS AND OFFICERS

16.1 Limitation of Liability

Except as otherwise provided in the Act, no Director or officer of the Society shall be liable for the acts, receipts, neglects or defaults of any other Director, officer, employee or agent or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Society through the insufficiency or deficiency of title to any property acquired by the Society or for or on behalf of the Society or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Society shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person including any person with whom any monies, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Society or for any loss, damage or misfortune occasioned by any error of judgment or oversight on such person's part or otherwise in the execution of the duties of the Director's or officer's respective office or trust or in relation thereto unless the same shall happen by or through the Director's or officer's own wilful act or wilful neglect or wilful default.

16.2 Indemnity

Every Director and officer of the Society and his or her heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Society from and against:

a) All costs, charges and expenses whatsoever which said Director or officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against such Director or officer in respect of any act, deed, matter or thing whatsoever made, done or permitted by such Director or officer in or about the execution of the duty of such Director's or officer's office; and

b) All other costs, charges and expenses which such Director or officer sustains or incurs in or about or in relation to the affairs thereof; except such costs, charges or expenses as are occasioned by such Director's or officer's wilful act, neglect, default, dishonesty or otherwise acting in bad faith.

16.3 Insurance

Subject to the Act and all other relevant legislation, the Society may purchase and maintain insurance for the Directors and officers of the Society against any liability incurred by any Director or officer, in the capacity as a Director or officer of the Society, except where the liability relates to the person's failure to act honestly and in good faith with a view to the best interests of the Society. The cost of such insurance shall be paid for out of the funds of the Society.

16.4 Expenses Paid in Advance

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Society in advance of the final disposition of the action, suit, or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Society.

16.5 Other Remedies Available

The indemnification herein provided shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Letters Patent, if any, or the By-law or any agreement, vote of the Voting Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding any office with the Society and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE 17
EXECUTION OF DOCUMENTS, BANKING AND BORROWING

17.1 Signatories

Deeds, transfers, assignments, contracts, obligations, certificates and other documents (collectively, "instruments"), may be signed on behalf of the Society by any two Directors or officers of the Society, and all instruments so signed shall be binding upon the Society without any further authorization or formality. In addition, the Board may from time to time direct by resolution the manner in which and the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal thereto.

17.2 Facsimile Signatures

The signature of any person authorized to sign on behalf of the Society may, if specifically authorized by resolution of the Board, be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced. Anything so signed shall be as valid as if it had been signed manually, even if that person has ceased to hold office when anything so signed is issued or delivered, until revoked by resolution of the Board.

17.3 Banking

The banking business of the Society shall be transacted with such banks, trust companies or other firms or corporations as may, from time to time, be designated by or under the authority

of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may, from time to time, prescribe or authorize.

17.4 Borrowing

Subject to the limitations set out in the Letters Patent, if any, the Board may from time to time:

a) Borrow money upon the credit of the Society;

b) Limit or increase the amount to be borrowed;

c) Issue debentures or other securities of the Society;

d) Pledge or sell such debentures or other securities for such sums and at such prices as may be deemed expedient;

e) Secure any such debentures, or other securities, or any other present or future borrowing or liability of the Society, by mortgage, hypothec, charge or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable, property of the Society, and the undertaking and rights of the Society; and

f) Delegate to such one or more of the Directors or officers of the Society as may be designated by the Directors all or any of the powers conferred by this Section 17 to such extent and in such manner as the Board shall determine at the time of each delegation.

17.5 Board Delegation

From time to time, the Board may authorize any Director or officer of the Society to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the security to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional security for any monies borrowed or remaining due by the Society as the Board may authorize, and generally to manage, transact and settle the borrowing of money by the Society.

ARTICLE 18
NOTICE

18.1 Notice

Whenever notice is required to be given under the Act or this By-Law, notice shall be deemed to have been sufficiently given if sent in writing to the last known address of the addressee recorded on the books of the Society and delivered in person, sent by prepaid first class mail or sent by any electronic means of sending messages to any person who has consented in writing to receive notice by such method, including electronic mail or facsimile transmission, which produces a paper record. Notice shall not be sent by mail if there is a general interruption of postal services in the place in which or to which it is mailed. Each notice so sent shall be deemed to have been received on the business day it was delivered or sent by electronic means or on the third business day after it was mailed.

18.2 Undelivered Notices

If any notice given to a Voting Member is returned on two consecutive occasions because such Voting Member cannot be found, the Society shall not be required to give any further notice to such Voting Member until such Voting Member informs the Society in writing of the Voting Member's address.

18.3 Signatures

The signature on any notice or other communication or document to be sent to the Society may be written, printed, stamped, engraved, lithographed or otherwise mechanically reproduced.

18.4 Omission of Notice Does Not Invalidate Actions

All actions taken at a meeting in respect of which a notice has been sent shall be valid even if:

a) By accident, notice was not sent to any person;

b) Notice was not received by any person; or

c) There was an error in a notice that did not affect the substance of that notice.

18.5 Computation of Time

In computing the date when notice must be given under any provision requiring a specific number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

18.6 Waiver of Notice

Any Voting Member, Director, officer or Auditor may waive any notice required to be given under any provision of the Act, the Letters Patent, if any, the By-law or otherwise and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

ARTICLE 19
AUDITOR

19.1 Auditor

Subject to the provisions of the Act, at the first general meeting of Voting Members and at each Annual General Meeting thereafter, one or more Auditors shall be appointed to audit the financial statements of the Society for report to the Voting Members at each Annual General Meeting and, to hold office until the next Annual General Meeting. If the Voting Members fail to do so, the Auditor in office shall continue in office until a successor is appointed. The Board may fill any casual vacancy in the office of Auditor but, while a vacancy continues, the surviving or continuing Auditor, if any, may act. A person other than a retiring Auditor is not capable of being appointed Auditor at such a meeting unless the notice requirements of the Act have been met. An Auditor may not be an officer, director or employee of the Society.

ARTICLE 20
BY-LAW

20.1 Amendment of By-law

The Board may, from time to time, amend, repeal or re-enact the By-law but no By-law shall be effective until ratified by a majority of the votes cast at a meeting of the Voting Members duly called for that purpose.

20.2 Repeal of Former By-law

Upon this By-law coming into force and effect, all prior By-laws shall thereby be repealed.

20.3 Effect of Repeal of By-law

The repeal of any By-law in whole or part shall not in any way affect the validity of any act done or right, privilege, obligation or liability acquired or incurred thereunder prior to such repeal. All Directors, officers and other persons acting under any By-law repealed in whole or part shall continue to act as if elected or appointed under the provisions of this By-Law.

20.4 Enactment

This By-law Number Twelve shall come into force and effect on the date upon which it has been approved by a majority of the Voting Members voting thereon.

PASSED by the Board on the day , 2016.

THIS IS EXHIBIT "M" TO THE

AFFIDAVIT OF CONNIE MALLORY,

SWORN (OR AFFIRMED) BEFORE ME THIS 2ND th DAY OF MAY, 2017

Ruth Marks

A Commissioner, etc.

Ruth Adele Marks,
a Commissioner, etc.,
Province of Ontario, for the
Ontario Society for the Prevention
of Cruelty to Animals.
Expires May 27 2019

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

16586 Woodbine Avenue, RR 3
Newmarket, ON L3Y 4W1

Phone: 905-898-7122
Report Cruelty: 310-SPCA
Fax: 905-853-8643
Email: cruelty@ospca.on.ca
Website: ontariospca.ca

Charitable Registration # 88969 1044 RR0002

ONTARIO SPCA AND HUMANE SOCIETY

INVESTIGATIONS

Dear Owner/Operator,

The Ontario government has announced a three-point plan to improve care for marine mammals at aquariums and zoos, and strengthen animal welfare enforcement within the zoo communities. This plan includes:

- Improving the province-wide enforcement of the *Ontario Society for the Prevention of Cruelty to Animals (OSPCA) Act*, and strengthening the governance of the Ontario SPCA;
- Ensuring the protection of marine mammals in captivity; and,
- Exploring options for the licensing of all zoo types and aquariums.

As a result of the announcement and funding to the Ontario SPCA, we have been mandated by the Government of Ontario to create a voluntary registry of all zoos and aquariums located within Ontario.

Currently, section 11.4(1) of the *OSPCA Act* states that, *"An inspector or an agent of the Society may, without a warrant, enter and inspect a building or place where animals are kept in order to determine whether the standards of care or administrative requirements prescribed for the purpose of section 11.1 are being complied with if the animals are being kept for the purpose of animal exhibition, entertainment, boarding, hire or sale. 2015, c. 10, s. 4 (1).*

The goal of this initiative is to work together to strengthen animal welfare in Ontario. With this in mind, the registry will enable the Ontario SPCA to gather data on all zoos and aquariums across the province and conduct proactive inspections of these facilities. By working together, we can help ensure the best possible care for these animals.

Registering your facility with the Ontario SPCA will not only help ensure the animals in your possession are healthy and receiving the proper care (as outlined in the attached Standards of Care under the *OSPCA Act)*, but will also strengthen your reputation as a facility that understands the importance of animal welfare.

To this end, we are requesting that all Ontario zoos and aquariums, including petting zoos, farms open to the public and travelling facilities, register with the Ontario SPCA. To participate in the registry, we ask that you provide us with preliminary information by completing the enclosed form. An electronic copy will be provided for ease of submission. Should you decide to register your facility, one of our zoo inspectors will follow up with you to answer your questions and schedule an initial

visit. Registered facilities will be inspected at least twice a year – one scheduled and one unannounced. For those facilities that do not participate in the registry, we will be conducting a minimum of two unannounced inspections as per our authority under the *OSPCA Act.*

As the operator of a facility in Ontario, where animals are kept for the purpose of exhibition, entertainment, boarding, sale or hire, I strongly encourage you to participate in this voluntary registry by completing the form and returning it by e-mail mpryer@ospca.on.ca as soon as possible.

Thank you in advance for your cooperation in this initiative.

Yours truly,

Maryanne Pryer
ONTARIO SPCA

Attachments

Ontario SPCA Act
Standards of Care

Examination No. 17-1323 Court File No. 749-13

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

JEFFREY BOGAERTS

Applicant

- and -

THE ATTORNEY GENERAL OF ONTARIO

Respondent

****

CROSS-EXAMINATION OF JEFFREY BOGAERTS ON AFFIDAVITS DATED JULY 31, 2014 and FEBRUARY 18, 2015 pursuant to an appointment made on consent of the parties to be reported by Catana Reporting Services, on August 30, 2017 commencing at the hour of 12:55 in the afternoon.

****

APPEARANCES:

Kurtis R. Andrews for the Applicant

Don Pyper for the Respondent

This Examination was taken down by sound recording by Catana Reporting Services Ltd.

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NO EXHIBITS

DATE TRANSCRIPT ORDERED: AUGUST 30, 2017

DATE TRANSCRIPT COMPLETED: SEPTEMBER 8, 2017

1

JEFFREY BOGAERTS, SWORN:

CROSS-EXAMINATION BY MR. PYPER:

1. Q. Good afternoon, Mr. Bogaerts.

A. Good afternoon.

2. Q. Just for the Record could I have your name and spelling for the Record?

A. First name Jeff J-E-F-F, last name Bogaerts B-O-G-A-E-R-T-S, middle initial D. for David.

3. Q. And I understand you are here to answer questions in respect of two Affidavits sworn in this proceeding, the first July 31st, 2014 ---

A. Yes.

4. Q. --- and the second is February 18th, 2015?

A. Yes.

5. Q. And are there any corrections you'd like to make to the Affidavits?

A. Not at this time, no.

6. Q. No changes you'd like to make?

A. No.

7. Q. Okay. I understand you are a paralegal?

A. That is correct.

8. Q. You're still a paralegal, correct?

A. Correct.

9. Q. And what do you do as part of your professional responsibilities?

the time that they were still an affiliate.

MR. PYPER: Not a problem, just trying to get some context.

BY MR. PYPER:

24. Q. I understand you own some animal?

A. Correct. I've owned animals pretty much all my life; dogs, cats, birds, fish, birds that have fallen out of the trees, you know, things like that.

25. Q. Okay. So what I'm hearing from you is pets, is that right?

A. Personally, on a personal basis, yes, it would be pets.

26. Q. Okay. They're not agricultural animals?

A. No, they're not agricultural animals. No, I've never been in an agricultural position or owned a farm or have been in any way -- now, not to say that I haven't gone to farms and helped friends over the past decades but I've not owned or been commercially involved in agriculture involving animals.

27. Q. Right, okay. And I think you've actually mentioned this in one of your Affidavits but my understanding is you've never personally been searched by the OSPCA?

A. No, I have not.

28. Q. Or been the subject of a Compliance Order or

had animals seized?

A. No, I have not.

29. Q. Nothing, okay. So I'm going to submit to you that the Ontario Society for the Prevention of Cruelty to Animals Act doesn't really have application to you in your personal life?

A. I would have to tend to disagree with you on that point. Any piece of legislation whether it's Federal, Provincial, or in my local municipality that has or potentially has a direct effect upon me is something that I would be either interested in or I could be affected the same way as if I was driving down the 401 with a driver's license at any time I could be stopped by an OPP officer and the vehicle could be reviewed or my license could be reviewed, my insurance could be reviewed, and therefore I'm subject to that legislation.

The OSPCA could at any time on a complaint from the local neighbor show up on my doorstep. So as long as the legislation is in place in my opinion I can be subject to it.

30. Q. That's fine. I'm going to refer you to paragraph 9 of your first Affidavit. And I don't actually anticipate asking any questions about the second Affidavit, just to forecast that, so I think

CATANA REPORTING SERVICES, 800-170 Laurier Ave. W., Ottawa,ON K1P 5V5
Tel: (613) 231-4664 1-800-893-6272 Fax: (613) 231-4605

THIS IS TO CERTIFY THAT the foregoing is a true and accurate transcription from the Record made by sound recording apparatus to the best of my skill and ability.

.....

Nancy Keirstead, Catana Reporting Services

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1 Court File No. 749/13

2 **ONTARIO SUPERIOR COURT OF JUSTICE**

3

4 B E T W E E N:

5 **JEFFREY BOGAERTS**

6 Applicant

7

8 - and -

9

10 **THE ATTORNEY GENERAL OF ONTARIO**

11 Respondent

12

13 This is the Cross-Examination of **CONNIE MALLORY**, a
representative of the Respondent herein, on her
14 Affidavit sworn May 2, 2017, taken on consent at the
offices of **Barrett Gunn Court Reporters**, 76 Prospect
15 Street, Newmarket, Ontario, on the 7th day of
September, 2017, at 1:00 p.m.
16

17 A P P E A R A N C E S:

18 KURTIS R. ANDREWS
(appearing by way of
19 video conference)

20 for the Applicant

21 HART SCHWARTZ for the Respondent

22 BRIAN G. SHILLER for the O.S.P.C.A

23

Barrett Gunn Court Reporters
24 76 Prospect Street
Newmarket, Ontario (905) 836-1399

25

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1	137	15
2	138	21

LIST OF REFUSALS

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The following questions taken under advisement have been marked and can be found on the following pages:

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Undertakings, Questions under Advisement and Refusals are provided as a complementary service and are not necessarily accurate nor binding.

1 **CONNIE MALLORY: SWORN**
2 **CROSS-EXAMINATION BY MR. ANDREWS:**
3 1 **Q.** Inspector Mallory, may I call you
4 Ms. Mallory, Inspector Mallory, anything you
5 prefer?
6 **A.** Connie Mallory, Inspector Mallory
7 is fine.
8 2 **Q.** Okay. All right, Inspector
9 Mallory, can you just confirm your name and your
10 position with the O.S.P.C.A.?
11 **A.** It's Connie Mallory, and I'm the
12 Chief Inspector with the Ontario S.P.C.A.
13 3 **Q.** And for the purposes of your
14 affidavit, your testimony today, are you speaking
15 on behalf of the O.S.P.C.A.?
16 **A.** I am speaking on behalf of --
17 4 **MR. SCHWARTZ:** Well, she's speaking on
18 behalf of herself as a deponent who has
19 sworn an affidavit in these proceedings.
20 I'm not sure I understand the question.
21 5 **MR. ANDREWS:** Well, I guess I was under
22 the impression that the evidence is the
23 evidence of the O.S.P.C.A. organization,
24 and that she's -- so when she speaks and
25 provides answers it's on behalf of the

13 **Q.** Okay. So the O.S.P.C.A. operates as a charity?

14 **MR. SCHWARTZ:** Are you asking whether that is correct?

BY MR. ANDREWS:

15 **Q.** Yes.

16 **MR. SCHWARTZ:** So we should assume that the word "correct" follows each statement with a question mark?

BY MR. ANDREWS:

17 **Q.** Or I can do that. So the O.S.P.C.A. operates as a charity, correct?

13 **A.** Yes, that is correct.

14 18 **Q.** And it operates independently from the Ontario Government; is that correct?

16 **A.** That is correct.

17 19 **Q.** Now principally the O.S.P.C.A., as I understand it, operates when there's two key components to it, and I would ask you to clarify this if I'm wrong. There's the investigation component and there's what I would term the animal -- the animal rescue operation of the O.S.P.C.A. Would that be a fair way to characterize the organization?

25 **A.** The Ontario S.P.C.A. actually has

1 a couple of different components to it, so that
2 would be investigations, that would be sheltering,
3 rescue and relief as well as we have spay neuter
4 clinics.
5 20 **Q.** And, sorry, I didn't catch the
6 second one. You said there are investigations?
7 **A.** Investigations, sheltering, spay
8 neuter clinics.
9 21 **Q.** Okay.
10 22 **MR. SCHWARTZ:** And final one was rescue
11 and relief, correct?
12 23 **THE WITNESS:** Yes.
13 **BY MR. ANDREWS:**
14 24 **Q.** Thank you. And organizations --
15 like from an organization standpoint, are they --
16 are these essentially four components there your
17 description? From an organization standpoint, are
18 they separate in terms of how they operate or do
19 they sort of operate altogether? How would you
20 describe that?
21 25 **MR. SCHWARTZ:** Can you answer that
22 question?
23 26 **THE WITNESS:** I probably can answer that
24 question in two parts in that we all
25 operate under the Ontario S.P.C.A. We

1 have several separate departments, but
2 we essentially run under the operations
3 of the Ontario S.P.C.A.
4 **BY MR. ANDREWS:**
5 27 **Q.** So they would all operate under
6 one board of directors, sort of like that; would
7 that be correct?
8 **A.** That is correct, and a Chief
9 Executive Officer.
10 28 **Q.** Right.
11 29 **MR. SCHWARTZ:** Mr. Andrews, can I just
12 clarify if this is okay, and if it's not
13 tell me. When Ms. Mallory refers to the
14 Ontario S.P.C.A., are you referring to
15 the Act, *the Ontario Society for the*
16 *Prevention of Cruelty Act* or are you
17 referring to the organization? I'm not
18 sure what the "A" stood for in that
19 answer.
20 30 **MR. ANDREWS:** Are you putting that to
21 Inspector Mallory?
22 31 **MR. SCHWARTZ:** I'm asking her if she
23 could clarify if that would be helpful.
24 **BY MR. ANDREWS:**
25 32 **Q.** That's fine, if you could

1 clarify.
2 **A.** Yes, that would be helpful to
3 answer your question to determine whether you were
4 referencing the Act or the organization itself.
5 33 **Q.** I see. Okay, I think you
6 answered it the way I intended. I was referring
7 to the organization, the one that's created under
8 the Act, but nevertheless, the organization.
9 34 **MR. SCHWARTZ:** Connie, when you refer to
10 the Ontario S.P.C.A., you mean the
11 organization?
12 35 **THE WITNESS:** The organization, yes.
13 36 **MR. SCHWARTZ:** Don't forget, you can
14 take notes if it's a long question.
15 37 **THE WITNESS:** Okay, thank you.
16 **BY MR. ANDREWS:**
17 38 **Q.** Okay. So in essence I think we
18 established they operate under one board of
19 directors, and if you can't answer this, that's
20 fine, but if you can, then please answer.
21 39 Financially speaking, the revenues,
22 expenses, the financial workings of the
23 organization, do they operate separately or do
24 they sort of -- do they operate under one general
25 revenue account, or can you describe that to me

all.

A. So the Ontario S.P.C.A. has a financial department. Each department within the organization has its own budget to maintain, and there are GL codes that are established for each revenue item, or expense item in most cases.

40 **Q.** Do finances flow from one department -- when I say department, I assume you are talking about those four areas that we mentioned at the beginning here -- do revenues flow between those two departments or are they really distinct?

A. Well, I think that that may be a question for the Finance Department. I believe that, like all of the expenses and revenue is administered by our Finance Department, and if you are asking how many bank accounts the organization has, I can't answer that, but I know that they administer all of the expenses and revenues for our organization.

41 **Q.** So the entire O.S.P.C.A. organization --

A. Yes.

42 **Q.** -- correct?

A. Yes.

the operations of investigations, and a portion of which is sent to our affiliate societies. It is also for work in Northern Ontario as well as First Nations communities.

57 **Q.** And can you tell me again, just doing your best to estimate, I don't need a precise number, but obviously don't answer if you don't know at all, but your investigations budget, you mentioned it's for sure over 3 million. How much of your investigations budget would be paid for through that money?

58 **MR. SCHWARTZ:** I don't think the witness said for sure it was over 3 million. I think she said approximately, but let's not quibble.

59 **MR. ANDREWS:** I think she actually said for sure over 3 million, but I don't want to argue the point.

60 **MR. SCHWARTZ:** Okay, so sorry, I interrupted the question, and perhaps I ought not to have. Could you repeat it, please.

BY MR. ANDREWS:

61 **Q.** Sure. And just to make sure we are clear, Inspector Mallory, I think you said

it's over 3 million for sure, was that -- am I repeating that correctly?

A. That is correct.

62 **Q.** Okay. And what portion of the investigations budget would the money from the Province cover, if you can answer?

A. It is roughly about $2 million.

63 **Q.** Okay, so approximately 2 million of 5.5 goes to your investigation budget?

A. Yes.

64 **Q.** Okay. And am I correct that the remainder, which would be at least in excess of a million dollars, is money that the O.S.P.C.A. would raise themselves?

A. That is correct.

65 **Q.** Okay. And can you answer if that process is a challenging one for the organization?

A. Well, there are things that are put in place for raising money for the Ontario S.P.C.A. We are a charity, so it is part of the work that we do to raise money to do -- provide the services that this organization does.

66 **Q.** So some of the charitable donations that come into the O.S.P.C.A., they go towards the investigations budget; would that be

1 correct?
2 **A.** That is correct.
3 67 **Q.** And the O.S.P.C.A., it has a
4 Public Relations Department?
5 **A.** Yes, we do.
6 68 **Q.** And I don't want to make any
7 suggestions here, but through that department, is
8 that the department that handles -- the Public
9 Relations Department, does that handle the
10 publication of the media releases of the
11 organization?
12 **A.** We refer to it as our
13 communications department, and, yes, it puts out
14 media releases.
15 69 **Q.** And those media releases are
16 issued on its website?
17 **A.** Generally, yes.
18 70 **Q.** Do they get issued directly to
19 the media as well?
20 **A.** Not always. It depends on -- it
21 depends on the situation.
22 71 **Q.** Sometimes does it go out -- I'm
23 not sure what the name of the organization is --
24 but through the Newswire service?
25 **A.** Yes, sometimes we would put

1 releases out through the Newswire.
2 72 **Q.** The Communications Department and
3 through the same part of the website that you
4 issue these media release, does the O.S.P.C.A.
5 also issue calls for donations?
6 **A.** We put out lots of different
7 media releases, so could you please clarify.
8 73 **Q.** Well, sometimes there will be a
9 communication on the O.S.P.C.A. website, and
10 correct me if I'm wrong, please, that calls for a
11 need for donations for the organization as they go
12 through this same process in those media releases
13 on your website.
14 **A.** So to be clear, you mean to the
15 organization as a whole?
16 74 **Q.** Yes.
17 **A.** Yes, there are on occasions we
18 would put releases out asking for donations for
19 the organization as a whole.
20 75 **Q.** And that would be appear on the
21 same part of your website?
22 **A.** I believe the statement that we
23 use on any of our media releases, or most of our
24 media releases, there is a paragraph on the bottom
25 that indicates that the Ontario S.P.C.A. is a

1 donations and I'll use an example. There's a case
2 perhaps involving a lot of animals, like a puppy
3 mill or something like that. Will the O.S.P.C.A.
4 sometimes promote specific cases as needing
5 donations to support the animals that may be
6 involved?
7 **A.** Any investigation that is
8 ongoing, the information that is shared with media
9 is very limited.
10 82 **Q.** But sometimes, Inspector Mallory,
11 a communication will go out to the public asking
12 for donations in order to help support the needs
13 of the organization with respect to a specific
14 case, that has happened in the past, correct?
15 **A.** Of recent years I'm not aware of
16 that we have publicly asked for donations for the
17 care of animals that we have removed as a result
18 of an investigation.
19 83 **Q.** But it has happened in the past?
20 **A.** I'm not aware as I've only been
21 Chief since 2010, and during my tenure as Chief
22 Inspector, when it comes to investigations, the
23 information that we release is very limited. We
24 generally will only issue a release when a person
25 has been charged, and when that occurs, the name

is rarely released. And then, again, during a -- if there is a conviction, then we would put out a media release, and during those -- within those media releases, there is never an ask for charitable money or supplies or anything such as that.

84 **Q.** Okay, thank you. In the O.S.P.C.A., any reports that are given to people that donate to the O.S.P.C.A., you do promote or inform them of the number of investigations that the organization has been involved in over the years; is that correct?

A. Yes, we do.

85 **Q.** And the same with the number of animals seized by the organization; is that correct?

A. Yes, we do. It's a means in which we like to let the donors know how their -- some of their donation dollars are being spent.

86 **Q.** And also the number of charges that are laid over the course of the year, correct?

A. Again, yes, it's a means of which to inform our members on the activities that the organization does with their donor dollars.

87 **Q.** Okay. But not convictions, I don't think that's put in materials, is it?

A. No, it is not.

88 **Q.** Okay. Now costs recovery, Inspector Mallory, when I refer to costs recovery, I'm talking about restitution, or when statement of accounts are paid by people who have had animals seized by the S.P.C.A., that money, can you tell me if it goes into the general revenue account of the organization or does it go into a special account, do you know?

A. Any money that is received is coded with a special GL code, and it's kept track of, and where -- what account it goes into, I can't answer that, but I know it is -- there is a designated GL code for tracking.

89 **Q.** Okay. But ultimately that money would go into -- it would be mixed in with the regular revenues of the organization; do you know that?

90 **MR. SCHWARTZ:** Sorry, Mr. Andrews, it may just be my not having heard the first question. Are we referring here to expenses or revenues?

1 done at the discretion of the O.S.P.C.A; would
2 that be correct?
3 **A.** Prior to the changes, they would
4 be in as a result of communications with the owner
5 and other parties who may be involved.
6 133 **Q.** But ultimately that would be
7 decided by the O.S.P.C.A. if you agreed to that
8 through those negotiations?
9 **A.** Yes, and as I indicated earlier,
10 often times we did agree to drop those fees.
11 134 **Q.** Okay. So I'm just going to move
12 now to talking about the proceeds from the sale of
13 seized animals.
14 **A.** Okay.
15 135 **Q.** Now would those be treated
16 similarly? By that I mean they would go into a
17 special GL account?
18 **A.** What generally happens with
19 animals that are sold, when they are -- when they
20 become, at the end of the investigation where they
21 can be put up for adoption, then those animals
22 would go into our sheltering system, and as I had
23 indicated earlier, there is a GL code that for
24 each of those items, so for the adoption of
25 animals, et cetera.

136 **Q.** Okay. But the monies from the sale of seized animals, I mean at some point they may be held in trust so to speak at some juncture, but ultimately they would be released to be used to cover expenses or what have you with respect to those animals; is that correct?

137 **MR. SCHWARTZ:** So, Counsel, you are now referring to the trust in section 15 of the Act?

BY MR. ANDREWS:

138 **Q.** Yes, we are talking about the end of the Act -- previously I was talking about -- just to clarify for the sake of the record, previously I was talking about cost recovery, I was talking about section 15(1). Now I'm talking about under the Act, section 15(2).

A. So, yes, of course, if there were any funds in excess of the expenditures, then that money would be put in trust to be sent to the owner. I am only aware of one occasion where that has ever occurred, and that was many years ago with beef cattle that were removed. They were rehabilitated and at the time that they were ready to go for market, the market value of beef animals was higher than, normal and there was an excess of

1 revenue over expenditures, and that money was
2 returned to the owner.
3 139 **Q.** Okay. So just one time in your
4 experience?
5 **A.** That is correct.
6 140 **Q.** When animals are sold, is there
7 any obligation or is there a policy of the
8 O.S.P.C.A. to provide the previous owner with a
9 statement of account showing the proceeds from the
10 sale and the costs with respect to the animal that
11 those proceeds were being used to pay?
12 **A.** There was no obligation at that
13 time when the animal becomes in the position that
14 it can be adopted out by the Society to do that
15 sort of thing.
16 141 **Q.** Okay. Just to put it another
17 way, does the O.S.P.C.A. ever provide the previous
18 owner, by that I mean the person who had the
19 animal taken from them, with a statement of
20 account or any other information for that matter,
21 showing when the proceeds of the sale and the
22 costs of the care, are they ever provided with
23 that information?
24 **A.** No, they are not. Because at
25 that point in time, when the animals can go for

1 adoption or can be sold, they have relinquished
2 ownership of those animals.
3 142 **Q.** Okay. I apologize, I have to
4 bounce back just a bit, because there's one
5 question I missed there when we were interrupted
6 with the computer feed, so I'm just going to step
7 back for a second, back to the flat rate for care
8 that we were talking about. I think it's $25 a
9 day?
10 **A.** Yes.
11 143 **Q.** Is that -- that number was
12 determined by the O.S.P.C.A. based on what
13 typically would be charged for kennel fees; would
14 I be correct to say that?
15 144 **MR. SCHWARTZ:** Do you know?
16 145 **THE WITNESS:** I do know. That number
17 was developed as a result of reaching
18 out to other animal control facilities,
19 veterinary facilities, boarding
20 facilities, and that was the number, the
21 amount that was being used by most
22 facilities. And so we incorporated that
23 as being competitive or a compatible
24 with everyone else.
25

1 **BY MR. ANDREWS:**
2 146 **Q.** Okay. So that would be the same
3 as, for example, a boarding facility if you had to
4 have your dog looked after while you were on
5 vacation, similar?
6 **A.** As I indicated, earlier, yes, we
7 reached out to boarding facilities to see what
8 their rate was. It was important that we didn't
9 pull a number out of a hat, that we stayed
10 comparable with other facilities.
11 147 **Q.** So it would be similar or
12 competitive to those numbers for like a boarding
13 facility, just to be clear?
14 **A.** Yes.
15 148 **Q.** Okay. And those boarding
16 facilities, you are talking about ones that do it
17 as a business; is that correct?
18 **A.** Could you clarify that. Could
19 you say that again.
20 149 **Q.** When we talk about boarding
21 facilities, we are talking about boarding
22 facilities that operate as a for-profit business;
23 would that be correct?
24 **A.** I guess that would be their
25 intention.

150 **Q.** Right.
A. Yes.
151 **Q.** I just want to be clear that's what we are talking about, because obviously there are boarding facilities that operate as a business.
A. Yes, and --
152 **Q.** -- right?
A. And, again, reaching out to other shelters and other facilities that do this type of work, would have been included in researching fee, but most of them, yes, were for profit.
153 **Q.** Okay. thank you. All right, I'm going to shift gears a little bit now. I want to talk to you a bit about section 13(6) of the O.S.P.C.A. Act. I presume, Inspector Mallory, you are very familiar with that section?
A. Yes, m'hmm.
154 **MR. SCHWARTZ:** You have it there. It's under --
155 **THE WITNESS:** It's standard, so I'm fine here.
Yes, I am.
BY MR. ANDREWS:
156 **Q.** So, okay, so when I ask you

1 questions about this part of the legislation, what
2 I'm really asking for is your understanding as the
3 Chief Inspector of how some of this works, okay.
4 **A.** M'hmm, yes.
5 157 **Q.** So section 13(6), and the way
6 it's written, it can theoretically -- so
7 section -- again, just to recap, section 13(6)
8 with is provision that permits -- I mean it speaks
9 for itself, I'm paraphrasing here, but essentially
10 it allows the O.S.P.C.A. to reattend properties to
11 check for compliance?
12 **A.** Yes, that is correct.
13 158 **Q.** The way it's written, and your
14 understanding of it, is that you can go back --
15 you can go back and check for compliance you know
16 at any time that there's an outstanding order,
17 correct?
18 **A.** So, yeah, section 13 says that we
19 may go back and check compliance of an order, that
20 is correct.
21 159 **MR. SCHWARTZ:** Sorry, was the question
22 at any time? You mean like 4:30 in the
23 morning?
24 **BY MR. ANDREWS:**
25 160 **Q.** Yes, at any time.

1 **A.** Oh, well it doesn't define a
2 time, but we certainly wouldn't go into a property
3 at those kinds of hours. We would follow daylight
4 generally speaking for a number of reasons; for
5 the safety of our officers, for visibility, lots
6 of things, so it would be during daylight hours.
7 161 **Q.** Right. But that type of a
8 decision, that would be a policy of the
9 O.S.P.C.A --
10 **A.** Yeah --
11 162 **Q.** -- you are able to establish that
12 for yourself?
13 163 **MR. SCHWARTZ:** I'm going to instruct the
14 witness not to answer the question. I
15 think there may be legal interpretations
16 involved here.
17 164 **MR. ANDREWS:** That's fine. I just
18 really want her understanding of it
19 though, and nothing is going to be
20 binding on her from a legal
21 interpretation standpoint anyways. I
22 just --
23 165 **MR. SCHWARTZ:** Sorry --
24 166 **MR. ANDREWS:** I just want to understand
25 her understanding of things and

1 ultimately the question I just asked was
2 that as she understands it, and the way
3 it is in fact in practice, that the
4 O.S.P.C.A. sets their own policies on
5 what's appropriate in terms of time to
6 go in and check for compliance.
7 167 **MR. SCHWARTZ:** I think the
8 interpretation of the provision and
9 whether it allows the authority to
10 determine compliance with the order at
11 any time is a legal question, and so it
12 may be subject to legal argument that
13 other statutes use the term "at any
14 time," or set specific times. There may
15 be a common-law presumption that this is
16 not in the middle of the night. And I
17 don't think this witness, who is not a
18 judge or even a lawyer, is in a position
19 to comment on what the provision means.
20 She has given her evidence, as
21 you have indicated, regarding her
22 understanding as to how they use it, but
23 whether that -- and that is during
24 daylight hours. Whether that is
25 grounded in a policy that may be

informed by legal advice or legal interpretation, I don't want her to speculate upon. So I am objecting to the extent that it requires an interpretation of whether or not this provision allows for midnight raids, for example, and I don't know that it does and I think it's subject to legal argument.

--- Refusal No. 2 ---

168 **MR. ANDREWS:** Okay. And my concern is only things got a little muddled here in terms of what I was asking and what was the answer. I'm going to try and put it a different way, Hart.

169 **Q.** As Chief Inspector, Inspector Mallory, when agents and inspectors go in, in terms of the practice of the O.S.P.C.A., you have determined that internally, by that internally, the organization, on when you can go in; would that be fair to say?

170 **MR. SCHWARTZ:** By when, do you mean time of day?

171 **MR. ANDREWS:** Yes.

172 **MR. SCHWARTZ:** Well, whether it's

1 internal to the organization or whether
2 it's informed by legal advice as to
3 whether it could allow for the middle of
4 the night is something that I'm going to
5 ask the witness not to answer, because I
6 think it's speculative. She's given her
7 answer that their practice is to do it
8 during daylight hours. Whether that's
9 based on policy or based in legal
10 interpretation, I'm going to ask her not
11 to not answer.
12 --- Refusal No. 3 ---
13 173 **MR. ANDREWS:** You won't let her answer
14 whether or not there is a policy that
15 they follow, an O.S.P.C.A. policy?
16 174 **MR. SCHWARTZ:** Yes, I'll let her answer
17 whether there's a policy but whether the
18 reason is only the policy I won't let
19 her answer, but, yes --
20 175 **MR. ANDREWS:** I'll --
21 176 **MR. SCHWARTZ:** -- is there a policy that
22 says you should do it during the day, I
23 think that's a fair question, and we
24 have put a policy in the affidavit as an
25 exhibit.

1 177 **THE WITNESS:** Through training, officers
2 are taught to go during daylight hours,
3 and it's based on for the safety of
4 officers.
5 **BY MR. ANDREWS:**
6 178 **Q.** Okay, thank you. Now another
7 question about that same section, because there's
8 nothing in there that says you know when it comes
9 to deadlines, compliance deadlines, there's
10 nothing in that section that says it needs to be
11 done by a certain -- you know, you can't have a
12 compliance time of two months or six months or a
13 year. Is there a policy that you follow in terms
14 of how long those deadlines can be set for
15 compliance, which essentially sets the timelines
16 when 13(6) applies when you can re-enter the
17 property?
18 **A.** Those timelines are determined by
19 the investigating officer based on their
20 observations or possibly based on recommendations
21 by a veterinarian, so there is no standard
22 timeline. Every situation that we come upon is
23 different, so establishing certain timelines
24 would -- just wouldn't make sense.
25 179 **Q.** Okay. And, again, speaking just

1 theoretically, those timelines could be months?
2 **A.** It would have to be based on the
3 situation.
4 180 **Q.** But it could be?
5 **A.** Depending on the situation, it's
6 possible.
7 181 **Q.** And would it be possible for
8 something to be a year?
9 **A.** If you are referring to maybe
10 the, you know, part of the order is to construct a
11 barn, then it would be reasonable to give an
12 individual a year to do that. Again, the timeline
13 is based on the circumstance.
14 182 **Q.** Okay. And throughout that
15 timeline, even if it was a year, 13(6) would still
16 apply for entry powers?
17 **A.** That is -- the 13(6) says that we
18 may enter upon a building or place to comply
19 whether an order has been complied with. So, yes,
20 if we wrote an order out, then we would definitely
21 go back and check compliance of that.
22 183 **Q.** Okay, thank you. Now in your
23 affidavit, paragraph 17, you get into some
24 details, and I'll let you pull that out before I
25 carry on. Just let me know when you are ready.

1 **A.** Yes, I have it in front of me.
2 184 **Q.** Yes. You talk about when you go
3 to a person's dwelling to check for compliance
4 with an order, that of course would be following
5 with section 13(6) of the *O.S.P.C.A. Act*, that you
6 will not enter the property without consent unless
7 you have a warrant?
8 **A.** That is correct.
9 185 **Q.** Okay. And that's a policy of the
10 O.S.P.C.A. that you follow?
11 **A.** That is correct. And it's based
12 on the ability to check animals in distress. It
13 clearly says that we can enter any building or
14 place with the exception of a dwelling. So we
15 take that into consideration on 13(6) when we go
16 and check compliance.
17 186 **Q.** I'm sorry, can you direct me to
18 where it says that about the exception of the
19 dwelling in the Act I don't know if you have copy
20 of the Act here.
21 **A.** I do.
22 187 **MR. SCHWARTZ:** I'm not going to have the
23 witness interpret the statute. 12(6)
24 refers to dwellings distinct from
25 buildings and places. I think we can

1 read the statute for itself, but I'm not
2 going to have her interpret 13(6).
3 188 **MR. ANDREWS:** That's no problem. I just
4 want to make -- I just got a little
5 confused, Hart. Can you tell me where
6 it says that in the Act?
7 189 **MR. SCHWARTZ:** So, for example, 12(6),
8 in terms of immediate distress, entry
9 without a warrant, the legislature makes
10 it very clear that it talks about
11 there's an animal in immediate distress
12 in any building or place other than a
13 dwelling.
14 190 **MR. ANDREWS:** Yes.
15 191 **MR. SCHWARTZ:** And 13(6) uses only the
16 terms building or place, and there's a
17 legal argument that building and place
18 is something other than a dwelling, if
19 you read the Act as a whole, but that's
20 a legal argument that we'll make that
21 the 13(6), as interpreted, does not
22 contemplate entry into a dwelling, and
23 that's consistent with the manual which
24 is found at Exhibit D of Ms. Mallory's
25 affidavit. But I'm not going to have

1 her make the legal argument. I'll make
2 it in court, and you can make a contrary
3 one.
4 192 **MR. ANDREWS:** Sure, and that's fine,
5 Hart. And, as you know, when we engage
6 in these cross-examinations, if
7 something like this comes up and we have
8 a question that touches on a legal issue
9 as this, you, as counsel, are able to
10 answer that, and you have done that, so
11 then I have a better understanding of
12 the statements that were made in the
13 affidavit, because they are there.
14 193 **MR. SCHWARTZ:** Yes, they are.
15 194 **MR. ANDREWS:** So now I have a better
16 understanding. So thank you, Hart, for
17 that.
18 **BY MR. ANDREWS:**
19 195 **Q.** Inspector Mallory, again,
20 speaking from a policy standpoint, just give me
21 one moment, please.
22 **A.** Yes.
23 196 **Q.** Right. So at Exhibit D in your
24 affidavit, I'm referring specifically to the
25 record page 679, if you want to turn to that.

1 **A.** I have it. Which paragraph?
2 197 **Q.** So it would be the fifth
3 paragraph down, if you include even the small
4 paragraphs there. It starts with, "When checking
5 to see if an order has been complied with."
6 **A.** Yes, I'm just reading it.
7 198 **Q.** Okay. Once you have read it,
8 I'll ask you a specific sentence in there. Just I
9 want to ask you to elaborate a little bit.
10 **A.** Okay. Please ask the question
11 or --
12 199 **Q.** Yes. So sentence says: "If the
13 owner cannot be persuaded that the law requires
14 compliance and cooperation, it may be necessary to
15 obtain an Ontario S.P.C.A. search warrant to
16 complete the job."
17 200 Can you just elaborate a little bit on
18 how an agent or inspector would go about
19 persuading the person that the law requires
20 compliance and cooperation?
21 **A.** All of our agents and our
22 inspectors are taught to educate people about
23 acceptable practices, so they will use tools such
24 as the standards of care, codes of practice, take
25 some time to educate on what is required to be

1 done, and it's only then that if that doesn't
2 happen, if there is a complete denial of not
3 taking those steps, would we need to possibly get
4 a search warrant for them to do the job, bring
5 back a veterinarian, something to that nature.
6 201 **Q.** Okay. It says, "if the owner
7 cannot be persuaded that the law requires
8 compliance and cooperation" Would that include
9 persuading the person to provide consent to enter
10 the premises?
11 **A.** Whenever an officer attends a
12 property, they are taught that they are to give
13 informed consent, and so the property owner will
14 be advised that at any time they can ask the
15 officer to leave, and they will do so.
16 202 **Q.** Okay. Are they informed as a
17 practice that they can say, no, and it would
18 require the S.P.C.A. to get a warrant to come
19 back?
20 **A.** Yes, if they say, no, we are not
21 allowing you on the property, an officer may or
22 may not let the individual know that they will be
23 returning with a search warrant. They are not
24 obligated to do that, but they may do that.
25 203 **Q.** Are they informed -- okay, that's

fine. Now this particular item that you have in your affidavit at Tab D, it's an excerpt from your -- help me out -- it's the investigations and policy manual?

A. It's part of our -- it's a policy and procedures manual that is used for training and referencing our agents and inspectors.

204 **Q.** Okay. And that would be -- this document, including this section that you provided to me here, this would be -- this would not be a public document, it wouldn't be publicly accessible, correct?

A. No, it is not.

205 **Q.** Okay. Still talking about section 13(6) of the *O.S.P.C.A. Act*, it talks about other persons as he or she considers advisable in terms of going back onto the premises?

A. Yes.

206 **Q.** Do you know, you are familiar with that wording obviously?

A. Yes, I am.

207 **Q.** So as a policy of the O.S.P.C.A. and how you operate, so would the people that could fall under that be at the complete

1 discretion of the O.S.P.C.A. officer, or do you
2 have a policy on any limitations on who would come
3 in?
4 **A.** It is, as it says in the *Act*, any
5 person -- they can enter either alone or
6 accompanied by one or more individuals or any
7 persons as he or she considers advisable, and that
8 would depend on the situation. There's not a
9 policy as to who you can take. Sometimes it can
10 be -- it may change, depending on the situation.
11 I'm happy to give you an example.
12 208 **Q.** And that would include --
13 209 **MR. SCHWARTZ:** Sorry, I don't know if
14 the witness finished her answer.
15 210 **MR. ANDREWS:** I apologize. I'm sorry,
16 it got choppy here. I thought she was
17 done.
18 211 **MR. SCHWARTZ:** Okay.
19 212 **THE WITNESS:** I said I'm happy to give
20 an example.
21 **BY MR. ANDREWS:**
22 213 **Q.** Okay, yes, please.
23 **A.** So if it was a situation,
24 hoarding situation where there was hundreds of
25 cats in a residence, and we had been advised

1 property so that they can observe our actions or
2 any undertakings that we may be doing today.
3 216 **Q.** And also enter the property?
4 **A.** And also enter the property.
5 Permission is always asked of the homeowner.
6 217 **Q.** Always asked before a student
7 would enter their home; is that correct?
8 **A.** Yes, yeah, or it may be advised
9 that I would like to introduce you to a student
10 who is attending with us, are you okay with them
11 attending for observation purposes?
12 218 **Q.** All right. I'm going to just
13 shift again to a slightly different topic, all
14 right. So, Inspector Mallory, I'm just going to
15 provide a little explanation ahead of my question
16 to understand where I'm coming from. So under
17 different sections of the Act there are provisions
18 that essentially allow an agent or inspector to do
19 something where they are in the belief -- sorry,
20 where there's a reasonable belief that the animal
21 is in distress, which I'm sure you are aware.
22 219 And so what I'm going to be asking you
23 is under these different sections of the
24 legislation whether or not in practice the
25 O.S.P.C.A. has a policy to confirm that the animal

is in fact in distress with a veterinarian, or, alternatively, whether the policy is to simply leave that to the individual agent or inspector.

220 Do you follow what I'm saying?

A. Are you asking that an agent or inspector must always confirm with a veterinarian that there is distress?

221 **Q.** Well, I don't want to get mixed up with what they have to do under law. I want to deal with basically the policy or the practice of the S.P.C.A.. Maybe I'll ask the first question and it might become more clear.

222 So, for example, when issuing an order, a compliance order under section 13, is there a policy or practice that the S.P.C.A. operates under where essentially the merits of the order are confirmed by a veterinarian?

A. That's a pretty broad question, so are you suggesting every single order be approved by a veterinarian or the merits of it be approved? I'm not quite understanding where you are coming from.

223 **Q.** Well, we could put it that way, because as I am sure there are times when it may be checked by a veterinarian, so you can just

1 answer yes or no whether it's done every single
2 time. Is it done every single time -- is the
3 merits of an order always checked by a
4 veterinarian?
5 **A.** Well, I would like to expand a
6 little bit to say that agents and inspectors are
7 not veterinarians, so when --
8 224 **Q.** Right.
9 **A.** -- it comes to certain
10 situations, part of the order may be to have a
11 veterinarian check an animal. It depends on the
12 situation. But sometimes, no, it's not necessary
13 for a veterinarian to attend. An order may be
14 written for an individual to provide a doghouse
15 for a dog. A veterinarian certainly would not
16 need to confirm the merits of whether or not that
17 was necessary. That would be up to the animal
18 owner to maybe reach out to their veterinarian to
19 see -- to educate themselves on what is
20 appropriate and adequate.
21 225 **Q.** All right. So what I'm hearing
22 from you is that there are times when orders will
23 be issued to an individual and a veterinarian will
24 not necessarily be involved; is that correct?
25 **A.** Correct.

226 **Q.** And that can include general care, like orders respecting general care, for example, food, water, grooming, and this sort of thing?

A. Well, the example I gave was a good one, that a doghouse, like that wouldn't be necessary for a veterinarian to confirm the merits of it, and it could as well be water, it could be food, if there's no food present.

227 **Q.** Grooming?

A. Yes, grooming.

228 **Q.** Any others that come to mind that -- and I don't mean for you to think of every single one, but just the common ones?

A. Nail trimming, hoof trimming, cleanliness of the environment, ventilation. There are a numbers of things.

229 **Q.** And all of those would require consultation with a veterinarian, correct?

A. No.

230 **Q.** Okay. That question was in respect to the issuance of orders under section 13.

231 And how about in determining whether an order has been complied with, so if we are talking

about that type of order, and the O.S.P.C.A felt that the order had not been complied with, say, for example, the owner believes it has been complied with, is it necessary for a vet to get involved at that point?

A. Not necessarily. If we are talking about an environment that is not liveable for an animal where there is -- that the environment is bad, then, no, it's not necessary for a veterinarian to agree that there's been no compliance and the environment is poor. Sometimes we will take a veterinarian, but not always. Again, it depends on the situation, and we see all different levels in severity of what environmental issues might be.

232 **Q.** Just to use your example, so when you say an environment is not liveable, that would be a determination made by the agent or inspector, am I correct on that when you say that?

A. Yes. And as I had alluded to, sometimes a veterinarian would attend and provide their opinion, but it's not always necessary.

233 **Q.** And, again, I'm just going to frame this with respect to the provisions of the *O.S.P.C.A. Act* that involve obtaining a warrant.

1 In order to obtain a warrant -- and I'll just pull
2 that section up -- is it 12, section 12?
3 **A.** Yes.
4 234 **Q.** So when it comes to providing
5 information to a Justice of the Peace or a
6 Provincial Judge in order to obtain a warrant, am
7 I correct that it wouldn't be necessary to have a
8 veterinarian involved in determining whether or
9 not the animal is in distress in some situations
10 at least?
11 **A.** Well, again, the Act says that an
12 agent or inspector -- so, can you clarify, are you
13 talking about prior to getting a warrant, or
14 justifying a warrant?
15 235 **Q.** Well, at the point where they go
16 to obtain a warrant, like the examples we have
17 just talked about; environment, food, water,
18 grooming, this sort of thing, again, talking about
19 the practice of the S.P.C.A., prior to going to
20 seek a warrant to enter a property, is there any
21 review by a veterinarian of the determinations of
22 the S.P.C.A. agent or inspector in concluding that
23 this warrant is necessary?
24 **A.** No, it is not always necessary.
25 It's important that the agent or inspector before

they go to a Justice of the Peace have reasonable grounds to believe that there is an animal in distress. And they would also have to -- an agent would not be able to get a warrant without first seeking guidance, supervision from an inspector. So the basis upon getting a warrant is reasonable grounds, that there is distress.

236 **Q.** Right. But in assessing that, it's not necessary for the agent or inspector to consulted with a veterinarian, correct?

237 **MR. SCHWARTZ:** Yes --

238 **THE WITNESS:** I think I've answered that --

239 **MR. SCHWARTZ:** -- I was going to say that. I think that's been asked and answered, and the answer is correct --

240 **THE WITNESS:** Yes.

241 **MR. SCHWARTZ:** -- correct?

BY MR. ANDREWS:

242 **Q.** Thank you. I'm going ask you the same thing again with respect to the same context. When it comes to seizing an animal under section 14, if I'm not mistaken --

A. Yes, it is section 14.

243 **Q.** -- it talks about relieving distress. Again, seizure of an animal can take place in some situations without consultation with a veterinarian; is that correct?

244 **MR. SCHWARTZ:** Just a second, Counsel. Counsel, I think this is a legal determination. I'm looking at it myself right now, with your question in mind. I think it's arguable, maybe, maybe not, maybe wrong, that sub-sections (a) and (b) are conjunctive as opposed to disjunctive. Certainly 14(1)(a) does require a veterinarian to examine the animal. So I'm going to let the legislation speak for itself. If it is disjunctive then you are right, a veterinarian can be used, but it doesn't have to be. If it's conjunctive and you are wrong, or not you are wrong, but a veterinarian would have to be used.

BY MR. ANDREWS:

245 **Q.** Sure. Let me put it a different way. In practice, Inspector Mallory, are there situations where animals are seized without consulting a veterinarian?

1 246 **MR. SCHWARTZ:** Under --
2 247 **MR. ANDREWS:** I'm speaking factually, if
3 there are situations where animals are
4 seized --
5 248 **MR. SCHWARTZ:** Not necessarily under
6 this provision though. There are other
7 provisions, for example.
8 249 **MR. ANDREWS:** Yes.
9 250 **MR. SCHWARTZ:** Okay, I'll let her answer
10 the question if she knows the answer.
11 251 **THE WITNESS:** There are other provisions
12 and, other circumstances where it would
13 not be necessary for a veterinarian to
14 recommend the removal of an animal. An
15 example of that would be a situation
16 where someone is physically abusing an
17 animal, kicking, punching an animal or
18 under other law, an animal may be
19 removed, such as the Dog Animals
20 Liability Act [sic].
21 **BY MR. ANDREWS:**
22 252 **Q.** I don't know, maybe my question
23 isn't clear. So in the same way that we have
24 orders that are issued involving certain
25 situations where a vet need not be involved, in

that same sort of way, I presume that essentially the same situations again may give rise to the removal of an animal under section 14 without consulting a veterinarian --

253 **MR. SCHWARTZ:** So --

BY MR. ANDREWS:

254 **Q.** -- because ultimately the section talks about for the purpose of relieving the animal of distress or so provided with food care or treatment, right --

255 **MR. SCHWARTZ:** I think the witness may know the legal answer, and it may be that 14(1) is disjunctive. It probably is as I look at it, but I'm not going to ask her not to answer under section 14, because I think it's potentially subject to legal argument. As you know, Counsel, as an expert in this area, there are other provisions of the Act that also allow for the taking of animals, including dealing with in 12(6) dealing with immediate distress.

256 **MR. ANDREWS:** Okay.

257 **MR. SCHWARTZ:** So I'm just going to stop it here.

1 **BY MR. ANDREWS:**
2 258 **Q.** All right, that's fine. I'm
3 going to ask again a very similar question, but
4 slightly different. So once the animal is seized,
5 and let's take out the factor of the payment of
6 costs and things for a moment, but the decision to
7 return the animal to an animal owner, that would
8 fall under the discretion of the O.S.P.C.A,
9 correct, or does the O.S.P.C.A have a policy to
10 involve a vet in that decision?
11 259 **MR. SCHWARTZ:** Just to clarify, when you
12 say would be up to the O.S.P.C.A, I mean
13 I think Ms. Mallory earlier said there's
14 agents, there's inspectors. Can we
15 clarify whom in the O.S.P.C.A would be
16 doing that, at what level if that's
17 okay?
18 **BY MR. ANDREWS:**
19 260 **Q.** Sure. Agents and inspectors,
20 would it be at their discretion to return the
21 animal?
22 **A.** Yes, it would. Before an animal
23 was returned though, they were removed because the
24 animal is in distress, so the distress would have
25 to be eliminated, and if there was orders written,

then there would have to be compliance. So discretion used by the officer sometimes under consultation with a veterinarian or maybe a senior officer.

261 **Q.** But are they sometimes not necessarily involving a veterinarian?

A. That is correct.

262 **Q.** Okay. Generally speaking, from a policy standpoint, Inspector Mallory, where an animal is seized, and after being seized it's determined that it is in reasonable health, and that the circumstances where it came from are not an issue, but the O.S.P.C.A has incurred costs in relation to the animal. Am I correct that it will not be returned unless the statement of account is paid by the owner?

A. Generally speaking, there is a expectation that the cost of care expenses incurred by the Society be paid prior to the animals being returned, however, there has also been situations where animals have been removed and they have been returned to an individual at no cost. As an example, there was a cat that was removed, because it was seizuring, that the cat was owned by an elderly woman who lived alone, she

after it didn't need to be taken --

268 **MR. SCHWARTZ:** So --

269 **MR. ANDREWS:** -- a cost occurred.

270 **MR. SCHWARTZ:** -- that's a hypothetical. I mean --

271 **MR. ANDREWS:** Yes.

272 **MR. SCHWARTZ:** -- I don't know that that has ever occurred. Okay. Can you answer that hypothetical?

273 **THE WITNESS:** Um, I can answer that hypothetical. And if an agent or an inspector removed an animal in error, absolutely that animal would go back without costs to the owner.

BY MR. ANDREWS:

274 **Q.** Okay, thank you. Now the next question I'm going to ask has to do with section 14(1.1), which is the section that provides essentially the procedure for applying to the Justice of the Peace for an order for the Society to keep an animal?

A. Yes.

275 **Q.** If you wish to have a look at that for a moment, and then let me know when you are ready, I'll ask the question.

1 **A.** I'm ready for the question.
2 276 **Q.** Okay. Can you provide me with an
3 example of when the Society will use this section
4 for such an order?
5 **A.** This particular section is used
6 very rarely, and, generally speaking, we would
7 only apply for an order to keep if there were --
8 the individual was charged and there was a concern
9 for a repeat commission of the offence. And or if
10 the animal may be harmed, if it was returned. So
11 an example of that would be an animal who has been
12 physically abused and has received injury.
13 277 **Q.** Inspector Mallory, it's my
14 understanding that you -- that the S.P.C.A. seizes
15 an animal would not return it if there was still a
16 distressful situation, or had not been corrected?
17 **A.** So your question does not relate
18 to this particular section.
19 278 **Q.** Yeah, I guess I'm just trying
20 to -- I'm trying to establish when this section
21 would be used when you consider that you already
22 stated that you wouldn't return it to a situation
23 where it would be put into distress anyways.
24 279 **MR. SCHWARTZ:** Sorry, Counsel, I'm not
25 sure if you are giving evidence or

1 instances where the person wouldn't know
2 they were the subject of an inquiry,
3 let's call it that; is that right?
4 295 **MR. ANDREWS:** Sure, sure.
5 296 **MR. SCHWARTZ:** Okay.
6 297 **THE WITNESS:** So the Ontario S.P.C.A.
7 does not do secretive surveillance of a
8 property.
9 **BY MR. ANDREWS:**
10 298 **Q.** Okay. Are there times when you
11 may conduct an investigation and the person who is
12 the subject of it may not know of every step of
13 the way?
14 299 **MR. SCHWARTZ:** How can she know what
15 someone else knows?
16 300 **MR. ANDREWS:** I don't think I quite
17 understand what you are saying, Hart.
18 301 **MR. SCHWARTZ:** Let me just finish. For
19 example, if a note is left on the front
20 door but the person's child or teenager
21 comes and takes the note off the door,
22 the person would never know, but she
23 cannot know what will happen in the
24 house. She can't know what's --
25

302 **MR. ANDREWS:** I understand what you are saying.

303 **Q.** All right, well, there would be some situations at least, Inspector Mallory, and I'm putting this to you to confirm. There would be at least some situations where through the process of an inquiry or investigation a person may not know of all of the actions that the O.S.P.C.A has taken. That may involve going to the property and it may involve making inquiries with third parties even. There are situations like that, I presume.

304 **MR. SCHWARTZ:** Again, I'm not sure I understand the relevance of the question. I think it goes without saying that everything the inspector does is not going to be known to the target of the investigation, such as consulting with the veterinarian, consulting with a senior investigator, consulting with Ms. Mallory, checking the manual, checking with the police or a Crown Attorney. All of those things that go on in the background, unless there are charges and disclosure, may

not be known. I think that goes without saying.

305 **MR. ANDREWS:** Okay, and witnesses too, just to throw everything into that, Hart, would that fall into there too, I presume?

306 **MR. SCHWARTZ:** What, confidential informants?

307 **MR. ANDREWS:** About anybody for that matter. I'm talking about like you did a good job of listing the things that I'm thinking about, right. But, you know, there could be interviews with third party witnesses with respect to a certain person, third situation, that, again, without charges, they wouldn't be disclosed to the individual, but say people --

308 **MR. SCHWARTZ:** I'm going to instruct the witness not to answer. If there is charges, there are *Stinchcombe* disclosure obligations that the O.S.P.C.A., like any prosecutorial authority would have to reveal its situation and its files. If there are

1 not charges, what is and isn't available
2 involve, to my mind, questions of law.
3 309 **MR. ANDREWS:** Right, but you had said,
4 Hart, and I'm really kind of putting it
5 to you at this point rather than the
6 witness --
7 310 **MR. SCHWARTZ:** Yes.
8 311 **MR. ANDREWS:** -- that it goes without
9 saying that the consultation with the
10 veterinarian, and the consultations
11 that -- the other parts of the
12 investigation that may take place, you
13 said it would go without saying that the
14 subject to the investigation aren't
15 going to know all of those things unless
16 they are charged, and then it would come
17 out through disclosure.
18 312 **MR. SCHWARTZ:** And even then it may not.
19 There may be privileged discussions with
20 counsel or with the Crown, and those
21 would be not disclosed.
22 313 **MR. ANDREWS:** They could. And I'm just
23 saying added in there would be possibly
24 interviews that may have taken place
25 with third parties, like witnesses. I

1 think we are talking about the same
2 thing. I'm just asking you, Hart, to
3 agree with that, or that it would fall
4 into there as well? I think it's
5 plainly obvious, but I just wanted to
6 make sure I understand you correctly.
7 314 **MR. SCHWARTZ:** Could we go off the
8 record for a second.
9 315 **MR. ANDREWS:** Sure.
10 --- Off the record ---
11 --- Upon resuming ---
12 316 **MR. SCHWARTZ:** I don't want to speak for
13 the organization in terms of what their
14 practices are, so I'll let Ms. Mallory
15 answer whether there's any policy when
16 charges aren't laid in terms of sharing
17 information or not with a person who
18 might have been a target in the past.
19 **BY MR. ANDREWS:**
20 317 **Q.** Okay, thank you.
21 **A.** It kind of complicated that a
22 little bit.
23 318 **MR. SCHWARTZ:** She's thinking about the
24 answer.
25

1 **BY MR. ANDREWS:**
2 319 **Q.** All right.
3 **A.** So if there are no charges laid,
4 and the Ontario S.P.C.A. is conducting an
5 investigation, then, yes, there may be interviews
6 with other witnesses, with police, and
7 veterinarians, and we would not always -- we would
8 not disclose that information to the accused if
9 there was no charges. It would not be necessary.
10 320 **Q.** Okay. So in that sort of
11 situation, what do you do with all of that
12 information? Essentially what do you with that
13 file of information?
14 **A.** Sorry, just a moment.
15 --- cell phone interruption ---
16 321 **MR. SCHWARTZ:** What do you do with that
17 information where no charges are laid?
18 Is that fair to say, Counsel?
19 **BY MR. ANDREWS:**
20 322 **Q.** That's fair to say that way, yes.
21 **A.** That information would be stored
22 on a secure server for a period of two years, and
23 then it's destroyed.
24 323 **Q.** And, Inspector Mallory, the
25 subject of an investigation wouldn't be --

1 wouldn't have any -- the subject of investigation
2 like that, a person who may have been subject to
3 investigation where you have kept that file, no
4 charges were laid, he wouldn't be -- he or she
5 wouldn't be entitled to access to that file; would
6 that be fair to say?
7 324 **MR. SCHWARTZ:** Don't answer that.
8 Entitlement is a question of law, and
9 she's not here to opine on legal
10 matters.
11 --- Refusal No. 4 ---
12 **BY MR. ANDREWS:**
13 325 **Q.** If requested by an individual to
14 have their file, would you give it to them?
15 326 **MR. SCHWARTZ:** Again, don't answer it.
16 There may be litigation privilege,
17 solicitor client privilege,
18 confidentiality, informant privilege.
19 There may be a number of legal reasons
20 why information couldn't be provided.
21 Again, it would be contrary to law and I
22 don't want her to speculate on the
23 operation of a law.
24 --- Refusal No. 5 ---
25

1 **BY MR. ANDREWS:**
2 327 **Q.** Does the O.S.P.C.A. have any
3 organizational policy on sharing that information?
4 328 **MR. SCHWARTZ:** By "that information,"
5 you mean all of the information I've
6 just described, including privileged
7 information?
8 **BY MR. ANDREWS:**
9 329 **Q.** By that I mean the information
10 that would otherwise be in a disclosure package
11 had there been charges.
12 **A.** No, I do not believe there is a
13 policy to that.
14 330 **Q.** All right. And, Hart, would you
15 allow me to ask her if the O.S.P.C.A. would
16 provide that information to a person if it was
17 requested? And by that I mean the contents of
18 disclosure package of the charges.
19 331 **MR. SCHWARTZ:** Again, I think it's
20 speculative. I don't know that anyone
21 has ever asked, but the witness has
22 answered that they don't have a policy
23 in place, perhaps they would create one
24 in that situation.
25 But, sure, ask the question

1 and I just think it may be speculative.
2 **BY MR. ANDREWS:**
3 332 **Q.** Well, let's put this a different
4 way. To the best of your knowledge, has that
5 information ever been provided to somebody upon
6 request?
7 333 **MR. SCHWARTZ:** Well, that assumes there
8 has been a request.
9 334 **MR. ANDREWS:** Yes.
10 335 **MR. SCHWARTZ:** So why don't we break it
11 down. Can we ask first if there's ever
12 been a request?
13 336 **MR. ANDREWS:** Certainly.
14 337 **THE WITNESS:** We will often get a
15 request from someone who is being
16 investigated for the name of the
17 informant.
18 **BY MR. ANDREWS:**
19 338 **Q.** Okay. Has anyone essentially
20 asked for their investigation file?
21 **A.** I think that if I answered that I
22 would just be making an assumption. As I say,
23 generally, the request is for the name of the
24 informant.
25 339 **Q.** Okay. All right, to the best of

1 your knowledge and your experience, has a person's
2 investigative file ever been provided to them on
3 request?
4 340 **MR. SCHWARTZ:** Again, speculative. It
5 assumes there's been a request and the
6 witness has just said she can't answer
7 that as I understand it.
8 **BY MR. ANDREWS:**
9 341 **Q.** She's also indicated that it
10 sounds like people had asked for information from
11 their file --
12 342 **MR. SCHWARTZ:** They have asked for the
13 name of the confidential informant,
14 which obviously as a matter of law could
15 not be shared.
16 **BY MR. ANDREWS:**
17 343 **Q.** How about this --
18 344 **MR. SCHWARTZ:** Sorry --
19 **BY MR. ANDREWS:**
20 345 **Q.** -- has a person's investigative
21 file ever been provided to a person? There's no
22 assumptions there.
23 **A.** No, it has not, and it just came
24 to memory. I do recall a situation where we were
25 investigating an individual, there was no charges

1 laid, however, there was a landlord tenant
2 dispute, and that individual asked us for a copy
3 of their file so that they could use it in court.
4 And our response to them was if they required that
5 information, then they would need to have the
6 officer subpoenaed to court and they would bring
7 that information with them.
8 346 **Q.** Okay. All right, and with that
9 one example, I think your answer was no to the
10 file being provided to somebody?
11 347 **MR. SCHWARTZ:** Well, no, the answer was
12 the answer. That it would be provided
13 on subpoena as one example.
14 **BY MR. ANDREWS:**
15 348 **Q.** Okay. So that would be the only
16 way?
17 349 **MR. SCHWARTZ:** Again, we are into
18 speculative territory. I mean the
19 witness can't recall any other --
20 350 **MR. ANDREWS:** It's very factual, Hart.
21 I'm asking if a file has ever been
22 provided to a person. She said that
23 there's a situation where it was asked
24 for and they said they would only
25 provide it through a subpoena --

351 **MR. SCHWARTZ:** Right.

352 **MR. ANDREWS:** -- and bring it to trial. So I'm asking is that it, is that the only situation where it's ever been done?

353 **MR. SCHWARTZ:** But you also asked if there was a policy in place and the witness said there wasn't one. I'm just a little bit concerned. There may be other instances. It sounds like the Society hasn't come up with an internal policy, an internal Freedom of Information policy if you want to call it that. And so I don't want speculating on situations that haven't yet arisen.

BY MR. ANDREWS:

354 **Q.** I'm not asking for speculation. I'm asking for her answer to the best of her knowledge, if there was ever a situation where the person's file has been given to the person?

355 **MR. SCHWARTZ:** Who hasn't been charged?

BY MR. ANDREWS:

356 **Q.** Who hasn't been charged. Just factually to the best of her knowledge. I think

she said, no, and then she gave that example, but I want to confirm that.

A. The answer is no.

357 **Q.** Okay, thank you. All right, so one of the parts of the O.S.P.C.A. you had identified earlier is a rescue and relief department?

A. Yes.

358 **Q.** So now there are other rescue organizations in the Province; that's correct?

A. Yes, there are.

359 **Q.** Now would it be fair to say the O.S.P.C.A. is the largest animal rescue organization in the Province?

A. I would say that we are one of the larger. There are facilities that do a lot of rescue work. I have no idea what their numbers are. So to say that we were the largest, I cannot confirm, but I can -- you know, I think I can safely say we are one of the larger.

360 **Q.** And if I was to say province wide, if you included the whole province in all of your rescue facilities all across the Province and if you don't know, that's fine, would you say that you are the largest or would you still just say

you are the one of the largest?

A. I did answer to say that we were one of the larger.

361 **Q.** Okay. Now some of these other rescue organizations have been investigated by the O.S.P.C.A.; is that correct?

A. There have been rescue organizations that have been investigated by the Ontario S.P.C.A, yes, that would be correct.

362 **Q.** And orders have been issued to those organizations by the O.S.P.C.A?

A. That is correct.

363 **Q.** And by that, I mean compliance orders under section 13?

A. Yes.

364 **Q.** And charges have been laid against those types of organizations; would that be correct?

A. Yes, that is correct.

365 **Q.** And sometimes convictions?

A. Yes, that would be correct.

366 **Q.** And can you just describe for me how the O.S.P.C.A. polices its own rescue operations?

A. How we police our own? So could

1 you elaborate a little bit more?
2 367 **Q.** Well, let's say somebody made a
3 complaint against your own rescue operations, how
4 would you proceed?
5 **A.** Well, that would be looked into
6 internally first to determine if there was a
7 concern, and if there was, it would be addressed
8 appropriately.
9 368 **MR. SCHWARTZ:** You're welcome to look at
10 your affidavit which deals with this in
11 some detail.
12 369 **THE WITNESS:** It would also be helpful.
13 You are talking about policing the
14 organization. Are you talking about the
15 organization as a whole, or are you
16 talking about a complaint against an
17 officer?
18 **BY MR. ANDREWS:**
19 370 **Q.** I'm talking about a complaint
20 against part of your rescue and relief part of the
21 organization.
22 **A.** I think I answered that question
23 then.
24 371 **Q.** Yes. When you say it would be
25 looked at internally first, how would you -- can

you just elaborate on that a little bit?

A. Well, all concerns are taken seriously, so a person would be identified to look into the matter, they may bring in a outside party to look into the matter, and check out the situation thoroughly to make sure that there were no problems. And if there were, to address them appropriately.

Some of our facilities are also inspected by OMAFRA, because in some of our facilities, we have pound contracts. So they would be inspected by OMAFRA.

372 **MR. SCHWARTZ:** And OMAFRA is the Ontario Ministry --

373 **THE WITNESS:** Ontario Ministry of Agriculture and Food. And it would be specific to the areas in which pound animals were kept.

BY MR. ANDREWS:

374 **Q.** And to the best of your knowledge, have you ever had a situation where a situation has been investigated and the individuals operating the rescue and relief facility or looking after the animals were in conflict in terms of whether there's a problem or

1 not?
2 **A.** So can you clarify if you are
3 talking about an outside -- another facility or
4 are you talking about our organization?
5 375 **Q.** Your organization. So when you
6 are working at this internally as you described
7 it --
8 **A.** Yes.
9 376 **Q.** -- to the best of your knowledge,
10 is there ever a situation where in looking at it
11 internally you have got an agent or inspector or
12 investigator feels there's a problem but the
13 personnel in charge of the rescue relief facility
14 or looking after the animals disagrees with that
15 inspector or agent or investigator in terms of
16 whether or not there's a problem?
17 **A.** There is certainly a chain of
18 command within the organization, so it would be
19 addressed appropriately through the chain of
20 command within the organization.
21 377 **Q.** So essentially a person -- the
22 person that's more senior would have the final
23 say; would that be fair to say?
24 **A.** Yes, that would be the case, and
25 or it may be determined to bring a third party

1 individual in.
2 378 **Q.** Okay. I'm just going to move
3 into a slightly different area again. So now the
4 O.S.P.C.A., as an organization, I'm talking about
5 describing now its full form, it's correct to say
6 that the O.S.P.C.A sets out its own mission?
7 **A.** Yes, the organization has its own
8 mission.
9 379 **Q.** And its set it out itself,
10 determined that internally?
11 380 **MR. SCHWARTZ:** I'm a little bit
12 concerned about the broad scope of the
13 word "mission". In the Act itself sets
14 out obligations and it even has a
15 objects clause, so I don't think it's
16 fair to say, for example, that the
17 O.S.P.C.A. could decide that its mission
18 was to run an amusement park or a
19 bakery. It's obviously confined to some
20 extent by its legislative obligations.
21 **BY MR. ANDREWS:**
22 381 **Q.** Sure. Let me narrow it down a
23 bit here for you. If you want to go to the record
24 at page 34, this is actually in Mr. Bogaerts'
25 affidavit.

382 **MR. SCHWARTZ:** I've got it here.

383 **THE WITNESS:** Okay.

BY MR. ANDREWS:

384 **Q.** What I'm speaking about specifically is page 39. And I'm sure you can see it's just a printout from the O.S.P.C.A's website and it lists "Our mission, our vision, our goal?"

A. Yes.

385 **Q.** "Animal welfare philosophy of the O.S.P.C.A." So when I speak about mission, I'm reallying referring to this, what's stated there in that document. And my question is did the O.S.P.C.A establish that mission itself as an organization?

A. The organization as a whole, which includes senior management, board of directors, staff, chief executive officer would partake in developing this messaging.

386 **Q.** Yes. And the same would be said for the vision, correct?

A. That is correct.

387 **Q.** And the goals of the O.S.P.C.A as they are stated?

A. These are things that are reviewed on a regular basis, you know, through a

1 strategic plan, and so they are openly discussed
2 with the Ontario S.P.C.A. as a whole, as I had
3 indicated through board members, through senior
4 management, through our chief executive officer.
5 388 **Q.** Okay. And the same would be said
6 for -- we have referred to policies at various
7 points so far through the cross-examination. Same
8 would be said for O.S.P.C.A policies of various
9 sorts?
10 389 **MR. SCHWARTZ:** Sorry, what do you mean
11 by same would be said, that they are
12 developed internally?
13 **BY MR. ANDREWS:**
14 390 **Q.** Yes, by the same components of
15 the organization that she's already described with
16 respect to goals and missions, et cetera.
17 **A.** Okay, so I'm not clear, because
18 you said goals. So the same as the goals and the
19 mission, but --
20 391 **Q.** Okay. Well, you had mentioned
21 that you have the board, you have got senior
22 management, you described a number of parts of the
23 organization, the administrative parts of the
24 organization --
25 **A.** Right, yes.

392 **Q.** -- executives and whatnot.

393 Anyways you described them for mission, on how you developed the mission, how you developed the goals --

A. Right.

394 **Q.** -- and I'm asking you if it's the same, same essentially same process, same contributors that establish the policies?

A. No. To develop the policies that would not necessarily be the case. Depending on the development of the policy, we may actually utilize expertise from individuals who are not employed by the Ontario S.P.C.A. So we would just -- we would do a lot of background research prior to any policies being developed. So, yes, there would be an internal component, however, there may also be advice, guidance given from a third party.

395 **Q.** But I mean ultimately the process, who is involved, that sort of thing is determined internally, even though you may use outside parties?

A. Are you talking about policy now?

396 **Q.** Yes.

A. The policy would be finalized

1 internally, but, again, it's developed through a
2 very broad piece of research before those policies
3 are implemented, and it would depend on what it's
4 related to; if it's related to a human resources,
5 if it's related to shelter, health and wellness,
6 if it's related to investigations.
7 397 **Q.** But ultimately the plan that
8 would be put into place in order to develop this
9 policy -- this is what I'm trying to ask --
10 **A.** I think I already answered
11 that --
12 398 **Q.** -- those are the decisions that
13 the O.S.P.C.A makes for itself independently,
14 correct?
15 399 **MR. SCHWARTZ:** Counsel, I think the
16 question has been asked and answered. I
17 don't think you are going to get any
18 more blood from the stone. The witness
19 has made it very clear that policy is
20 developed both internally and with
21 external assistance, and I assume that
22 would include sometimes even lawyers.
23 **BY MR. ANDREWS:**
24 400 **Q.** Right. Okay, but ultimately
25 those things we have just described, mission,

1 goals, policies, vision, these all operated
2 independently from the provincial government;
3 would that be correct?
4 **A.** Yes, they would act independently
5 of the Ontario Government.
6 401 **Q.** Thank you. Can you describe to
7 me the appointment process of the Chief Inspector?
8 **A.** The appointment process, so could
9 you elaborate on that? Are you just simply asking
10 who appoints the Chief Inspector or the process
11 for which a person may become the Chief Inspector?
12 I'm not really clear on your question.
13 402 **Q.** Sure. Let's start with who
14 appoints the Chief Inspector?
15 **A.** The Chief Executive Officer will
16 appoint the Chief Inspector.
17 403 **Q.** When they appointed you, what
18 process did they go through to the best of your
19 knowledge, like what factors did they consider to
20 the best of your knowledge?
21 **A.** I was first put into an acting
22 position, because there was a gap in that
23 position, however, there was an open competition
24 for the Chief Inspector role, there was a series
25 of interviews, and I was fortunate enough to be

1 appointed into that role.
2 404 **Q.** The investigations policies and
3 procedures manual that you included in your
4 affidavit at Tab D --
5 **A.** Yes.
6 405 **Q.** -- is it fair to sort of
7 characterize that as the agent and inspector
8 training manual, or one of?
9 **A.** Yes, it is utilized for training.
10 406 **Q.** And I think -- I can't recall if
11 I asked this already, I think I may have asked it
12 in relation to just one part of it, but this
13 manual, this is not a public document, it's not
14 made available to the public; is that correct?
15 407 **MR. SCHWARTZ:** That's been asked and
16 answered.
17 **BY MR. ANDREWS:**
18 408 **Q.** I thought so, okay. I think you
19 said it was not made available to the public.
20 409 **MR. SCHWARTZ:** Sorry, you want
21 confirmation, that's correct, that was
22 the answer.
23 **BY MR. ANDREWS:**
24 410 **Q.** That's correct, thank you. I'm
25 going to take you to -- we are going to look at

1 Mr. Bogaerts' affidavit here. Tab 5(b), which
2 starts at page 45, are we there.
3 411 **MR. SCHWARTZ:** Yes.
4 412 **THE WITNESS:** Yes, we are there. I'm
5 just reviewing it.
6 **BY MR. ANDREWS:**
7 413 **Q.** Okay. And I just want, Inspector
8 Mallory, if you could just have a look at that and
9 so that you can identify whether you recognize it.
10 **A.** Yes, I do recognize that.
11 414 **Q.** Okay. Now, as I understand it, I
12 would ask you to confirm for me, this used to be
13 part of the agent and -- O.S.P.C.A agent and
14 inspector training manual; is that correct?
15 **A.** Yes, that is correct. It has
16 since been removed.
17 415 **Q.** Yes, that's also my
18 understanding. When was it removed?
19 **A.** I believe it was removed after
20 changes to legislation in 2009 this section was
21 removed, and then every officer was required to go
22 through a review of the updated training manual.
23 416 **Q.** Right. And it was removed after
24 the legislative changes in 2009, but I would like
25 to narrow this down a little bit, and maybe this

can help refresh your memory a little bit, because it's my understanding, Inspector Mallory, from a previous cross-examination, that it was removed in 2011 when the training manual was updated. Would that be more accurate?

A. It may have been 2011. I know that we started reviewing the training manual in 2010, and the completion of that may have finalized in 2011.

417 **Q.** You say it may have, but I think since your position is what it is, I think you probably remember that it was 2011. Can you think about that for a moment and answer?

A. It would be 2010 -- 2011. I honestly cannot remember the exact date that it was removed.

418 **Q.** All right, that's fine.

A. I know that we --

419 **Q.** Sorry, go ahead.

420 **MR. SCHWARTZ:** Sorry.

421 **THE WITNESS:** We started the review of the training manual when I became Chief Inspector, and that was 2010.

BY MR. ANDREWS:

422 **Q.** Okay --

466 **MR. ANDREWS:** So you said you would not allow?

467 **MR. SCHWARTZ:** I won't allow her to answer if there's been any private discussions that would involve the Minister, for example, that might involve public-interest immunity, but if there's been anything public, I'll allow the witness to answer.

BY MR. ANDREWS:

468 **Q.** Okay.

A. The members of the Ontario S.P.C.A., which included myself, and another senior officer were on a committee to discuss the keeping of orcas and marine mammals. We at no time lobbied the government for change in that respect, but we were part of a committee that had other members on it from other associations.

469 **Q.** Okay, so you told me what you didn't do. Can you tell me what contributions you did make to these discussions?

A. It was just answer some questions about scientific information that was put forth in respect to the care of marine mammals.

470 **Q.** All right. And was the

organization involved in the changes to the *O.S.P.C.A. Act* with respect to orcas?

A. Only as I had indicated.

471 **Q.** And are there other examples since you have been Chief Inspector of similar consultation with the Ontario Government in terms of changes in the law?

A. I have not had any other conversations with respect to changes in the law. I can't speak to other members of the organization.

472 **Q.** Okay. Sorry, I'm jumping around just a little bit here. We had talked about policies and stuff that are made internally before. As I understand it, the O.S.P.C.A. over the years have made decisions to equip their agents and inspectors with different types of equipment. As I understand it, they are of the sort of personal protection type of equipment, and an example of this would be like the flak jackets that are worn by the officers. Am I correct that the decision to wear this equipment is an internal decision of the O.S.P.C.A?

A. Yes, in respect of the personal protective equipment, yes, it was a decision of

477 **Q.** Batons. Is that correct?

A. Yes. Again, through consultation with other experts.

478 **Q.** And pepper spray?

A. Same thing, it was done at the same time. Pepper spray, batons and body armour were issued at the same time.

479 **Q.** Anything else that I'm missing?

A. I don't believe so.

480 **Q.** And at the same time, were they also considering firearms?

A. Not to my knowledge.

481 **Q.** All right. The zoo registry that you discuss in your affidavit --

A. Yes.

482 **Q.** So that zoo registry program, as you describe it, I just ask for confirmation when somebody registers their zoo with the O.S.P.C.A, it includes providing the O.S.P.C.A with disclosure of what would otherwise be private information of the zoo; is that fair to say?

A. What we generally look for is I can't say whether it's private to that particular zoo or not. The information that we are looking to obtain is an inventory of animals, a species of

1 animals, if they have a breeding program, if they
2 have a euthanasia policy, if they have an exit
3 plan for their animals should they decide to get
4 out of a business, do they have a veterinarian,
5 and those are the sorts -- that's the sort of
6 information that we are looking for to be part of
7 the registry, which is voluntary. There is no --
8 they are not made -- it's not made mandatory for
9 them to be part of the registry.
10 483 **Q.** I describe it as private
11 information, but ultimately that information, what
12 you just described, that would be information that
13 the O.S.P.C.A wouldn't otherwise be privy to;
14 that's fair to say, correct?
15 **A.** No, we ask for that information.
16 484 **Q.** Yes, you ask for it and otherwise
17 you wouldn't be privy to it, is what I'm asking?
18 **A.** Correct.
19 485 **Q.** Okay. Now you indicated that I
20 can't remember if it was actually in your
21 affidavit or if it's the letter that's attached to
22 the record, that those zoos that do not register
23 though would be subject to greater scrutiny than
24 those that do register. Is that in fact --
25 **A.** No, it's not greater scrutiny.

1 An inspection is conducted equally at every
2 facility. The only advantage that somebody might
3 have if they voluntarily become part of the
4 registry is that we would -- we would have an
5 announced visit and an unannounced visit, whereas
6 people who were not part of the registry, it's two
7 unannounced visits.
8 486 **Q.** I see. Okay, now you also have
9 these MOUs, memorandum of understandings with
10 livestock groups?
11 **A.** That is correct.
12 487 **Q.** And as I understand it, when
13 investigating an animal owner that is a member of
14 one of these livestock groups, you have some
15 agreement with the livestock group on how you will
16 proceed with the investigation; is that fair to
17 say?
18 **A.** They vary a little bit
19 differently between one organization or another,
20 but, yes, we have developed processes, if you
21 will, for doing an investigation on an industry
22 that is part of that particular agency that we
23 have an agreement with.
24 488 **Q.** All right. And how would you
25 conduct an investigation differently if you had

one of these agreements in place and it's in effect essentially because of you're investigating a member of one of these groups?

A. So generally what we do is if we get a complaint about a particular commodity that we have an MOU with, we would reach out to the commodity, we would ask for someone from that industry to attend along with us. They would attend on the property and we would -- the Ontario S.P.C.A. would do the investigation, but the commodity would be there too as a resource to both us and possibly to the property owner.

489 **Q.** And what, if anything, do you -- like there's sort of an exchange here where you do things in a certain way. Do you receive anything like aside from -- or is it assistance from them essentially what you get out of these deals?

490 I guess what I'm asking for is what does the O.S.P.C.A get out of these deals or what is the advantage to the O.S.P.C.A?

A. Well, I think there's an advantage on both sides. The Ontario S.P.C.A. has been able to have a much more open dialogue with a number of these commodity groups, and those groups we do cross training, we can share information, as

1 advisement and will make inquiries with
2 counsel for the O.S.P.C.A. and the
3 O.S.P.C.A. before confirming whether the
4 undertaking will be granted or rejected.
5 --- Under Advisement No. 1 ---
6 **BY MR. ANDREWS:**
7 497 **Q.** Okay, thank you.
8 498 All right, Inspector Mallory, I want to
9 talk to you now about the training of your agents
10 and inspectors that you reference in your
11 affidavit.
12 **A.** Yes.
13 499 **Q.** And can you just -- you have
14 covered it to some degree here in your affidavit.
15 Can you just give me an overview of this, you
16 know, and, as I understand it, this is your
17 initiative, is it not?
18 **A.** Well, certainly training has over
19 the course of a number of years has enhanced and
20 certainly, as Chief Inspector, there was changes
21 that I made to the training program in
22 consultation with others, so I'm happy to go --
23 I'm not sure whether you want me to go through
24 what was changed or what is implemented now.
25 500 **Q.** Well, tell me about how it was,

1 because as you mentioned, I think you mentioned
2 that everything was essentially overhauled between
3 2010 and 2011. So if you could start with just
4 telling me how it was before in terms of the
5 amount of time and what was involved in the
6 training before then, and what it is now, I would
7 appreciate that.
8 501 **MR. SCHWARTZ:** Counsel, can you help me
9 with the relevance?
10 502 **MR. ANDREWS:** Well, it's in her
11 affidavit. Ultimately we are looking
12 for an overview of the organization and
13 how they operate, and she's gone to
14 great lengths in her affidavit to
15 describe the training of the agents and
16 inspectors. With it being in her
17 affidavit, I think these are fair
18 questions just on that basis alone. It
19 seems to me it's in there for relevancy
20 of the AG.
21 503 **MR. SCHWARTZ:** Certainly it's one of the
22 duties of the Chief Inspector, so I'll
23 permit her to answer.
24 504 **THE WITNESS:** So training has certainly
25 evolved over the years to what we have

1 now is a 16-week program, there's four
2 weeks of on-line, and then there is four
3 weeks of in class, and then there are as
4 one week of inspector training -- sorry,
5 of livestock training and equine
6 training as well as one thing that I had
7 implemented was for a new recruit to
8 actually do ride-along training, and
9 they had to -- it was made mandatory
10 that they completed those hours of
11 mandatory training. The guideline here
12 is set at four weeks, however, that is
13 really dependent upon the officer who
14 supervises them as well as the officer
15 who is mentoring them to determine
16 whether or not they have a clear
17 understanding of the role that they will
18 be doing. So in some instances, it
19 might be longer than that. Part of that
20 ride-along was that they also spent one
21 week dealing with livestock, and
22 understanding properly the requirements
23 for livestock, and that was conducted in
24 a number of different ways.
25 I can go through essentially

1 the training consists of some
2 competencies, investigative techniques,
3 principles of investigations, clearly
4 understanding the *Ontario S.P.C.A. Act*,
5 what the officers authority was within
6 that Act, understanding the standards of
7 care and what was required, rights of
8 entry, to ensure they understood the
9 *Charter*, would review case studies. The
10 training also went through all of the
11 paperwork that was required to ensure
12 that they understood how to properly
13 prepare documents, having an ability to
14 understanding and recognizing disease as
15 well as distress, and knowing what to do
16 if they didn't have a clear observation
17 of what that looked like. Touched a
18 little bit on illegal dog fighting,
19 bestiality, and of course animal
20 handling. There's a section on personal
21 safety, first-aid training, and then a
22 lot of our training has also focussed on
23 leadership, because what we are looking
24 for in new recruits is individuals who
25 can carry themselves very professionally

1 and can be mentors for other down in the
2 future, so there is, you know, a lot of
3 training spent on that. And, again,
4 that's when we are looking for people to
5 become recruits is that they have a
6 background in policing, and or have
7 similar education, animal care, and
8 ideally both, but who are mature
9 individuals who could potentially be the
10 leaders for the future.
11 They are throughout the
12 testing process, the recruits are
13 required to write and do oral exams and
14 they must pass those exams with an
15 80 percent mark, and failing that, then
16 they don't -- they are not appointed as
17 an agent, and they would only be able to
18 reapply for that position the next
19 calendar year. Have I answered that --
20 **BY MR. ANDREWS:**
21 505 **Q.** Okay.
22 **A.** -- sufficiently?
23 506 **Q.** Yes, I think so. This curriculum
24 that you just described, this is something that
25 has been determined internally with the S.P.C.A.?

1 **A.** Not entirely internally. We have
2 instructors who participate in this training. We
3 utilize a retired RCMP officer, who is also a --
4 was a professor at Algonquin College in the Police
5 Foundations program, has years and years of
6 experience dealing with investigations, he helped
7 put the training program together. As well as we
8 have an OPP officer who assists with the training
9 on the personal safety aspect of things, and we
10 have a certified Red Cross instructor who does the
11 Red Cross, and when we are doing livestock and
12 equine training we utilize the University of
13 Guelph, and the Animal Sciences Department put
14 together the program for livestock and equine.
15 So certainly there is a lot of
16 expertise, external expertise who has assisted in
17 pulling this program together.
18 507 **Q.** Okay. What I was actually trying
19 to get at is in terms of designing the curriculum,
20 establishing the number of weeks and that sort of
21 thing, this plan was developed internally by the
22 S.P.C.A., correct?
23 508 **MR. SCHWARTZ:** I'm not sure I understand
24 what you mean by internally. The
25 witness has just answered that they had

1 consultation with a number of external
2 persons, so I think the question has
3 been answered unless you want to reframe
4 it.
5 **BY MR. ANDREWS:**
6 509 **Q.** The decision to -- the decisions
7 to have the curriculum like this, ultimately
8 implementing this is a decision of the O.S.P.C.A.
9 organization, correct?
10 510 **MR. SCHWARTZ:** Before the witness
11 answers, my concern is that that the
12 affidavit addresses this, and anyways,
13 I'll deal with it in reply if I have to.
14 Go ahead.
15 511 **THE WITNESS:** Do you want me to answer?
16 512 **MR. SCHWARTZ:** Yes.
17 513 **THE WITNESS:** So the Chief Inspector of
18 the Ontario S.P.C.A. would make the
19 final decision of what the curriculum
20 looks like, and that is based on opinion
21 from others. Also looked at the
22 recruitment training for policing, their
23 recruitment training is also 16 weeks,
24 but takes in many pieces of legislation,
25 and ours is essentially dealing with a

very few pieces of legislation. So this curriculum was put together and finalized based on what was determined to be the need for -- to be able to ensure that we had agents who had a clear understanding of what it was that they were supposed to do once they were in the field.

And those officers would be under strict supervision for a minimum of six months even after they were appointed to ensure that they were doing the job appropriately.

BY MR. ANDREWS:

514 **Q.** Okay. And before the overhaul in 2010, can you just tell me like how many weeks of training did an agent receive?

A. Prior to that, it's changed over the years, it's gone from two days to one week, to two weeks, to three weeks, to four weeks. It just -- it has evolved over the years.

515 **Q.** All right. How long ago was it two days, for example?

A. Twenty years ago.

516 **Q.** Then just before the changes in

2010, 2011, can you tell me what it was?

A. I believe it was four weeks, so it was -- it was once we received actually funding from the government, and I can't recall what year that was, I was not Chief Inspector nor was I senior inspector. We received funding from the government. We implemented a week-long training. From there, it went to four weeks training. Just prior to becoming Chief Inspector, we had implemented the on-line portion of the training, and then becoming Chief Inspector we added a couple of extra weeks of in-classroom training, and of course the four weeks after of mentoring by a seasoned officer doing ride-alongs, and --

517 **Q.** So --

A. -- in addition, we have also added a year -- a week of equine training.

518 **Q.** So, again, just trying to get my timelines a little bit. Around 2008 -- 2009, there was -- am I right that the agent training was four weeks of on-line training?

A. Yes, there was four weeks. It was essentially 40 hours of on-line, and they were given four weeks to complete it, and then there was four weeks of classroom time, and one week of

ride-alongs.

519 **Q.** Sorry, eight in total, plus a week of ride-along?

A. Yes.

520 **Q.** Okay. And before you mentioned four weeks for the agents. Was that by correspondence, do you remember?

A. No, there would be classroom time.

521 **Q.** But a total of four weeks --

A. Yes.

522 **Q.** -- at one point?

A. Yes.

523 **Q.** All right. In your affidavit, you talk about the investigator and agent conduct reviews?

A. Yes.

524 **Q.** And you have included Article 15 of the -- I think it's Tab L of your affidavit. It's Article 15 of O.S.P.C.A. By-Law No. 12.

A. I didn't have L.

525 **MR. SCHWARTZ:** Okay. It seems to be on page 802.

526 **THE WITNESS:** Okay, I have it in front of me.

1 **BY MR. ANDREWS:**
2 527 **Q.** Right. So these by-laws, I think
3 at the very end, it has the year -- there's
4 actually no date on it, but it appears that they
5 were passed in 2016. Do you know if that's right?
6 528 **MR. SCHWARTZ:** The very last page has --
7 529 **THE WITNESS:** I'm just looking to see
8 which by-law it is.
9 530 **MR. SCHWARTZ:** Was this passed in 2016?
10 531 **THE WITNESS:** Oh, this is number 12.
11 532 **MR. SCHWARTZ:** We are just going to go
12 off the record for a second.
13 533 **MR. ANDREWS:** No problem.
14 --- Off the record ---
15 --- Upon resuming ---
16 534 **MR. SCHWARTZ:** Some time in December of
17 2016 By-Law No. 15 was passed by the
18 Board of the O.S.P.C.A.
19 535 **THE WITNESS:** By-law 12.
20 536 **MR. ANDREWS:** I think it's By-law 12 --
21 537 **MR. SCHWARTZ:** By-law 12, sorry, thank
22 you.
23 538 **MR. ANDREWS:** -- I think it's
24 Article 15. Just point of clarity, for
25 the record, you said By-Law No. 15.

539 **MR. SCHWARTZ:** Yes, my mistake. By-law 12. In fact, it was --

540 **MR. ANDREWS:** You said -- sorry?

541 **MR. SHILLER:** November 21, 2016.

542 **MR. SCHWARTZ:** I'm sorry, I have been corrected, November 21, 2016, is the date that it was passed.

543 **MR. ANDREWS:** More precise, there you go.

544 **Q.** Inspector Mallory, was this the first time that there was a section in the by-laws on appointments, suspensions and cancellations, Article 15?

A. Previous by-laws would have sections similar to this.

545 **Q.** They did have a similar section?

A. Yes.

546 **Q.** Okay. Because we had included in our -- well, in Mr. Bogaerts' affidavit I think By-Law No. 9, and it wasn't in there. Do you know when this kind of section entered into the O.S.P.C.A.'s by-laws?

A. So By-Law No. 9 indicated that the board actually had the authority to appoint and revoke agent inspector status, and they would

1 **A.** Yes.
2 647 **Q.** -- because when you answered
3 before, senior officer --
4 **A.** Yes.
5 648 **Q.** -- I'm trying to understand is
6 that different from an inspector or is that the
7 same as an inspector or is that some inspectors?
8 **A.** That would be some inspectors.
9 So I'm happy to clarify the rank. Starts out as
10 agent. And agent would report to an inspector.
11 We have regional inspectors, and then the
12 inspector would report to the regional inspector.
13 And then every region of the Province, north
14 south, east, central and west, we would have a
15 senior inspector. And so those regionals would
16 report to the senior. Seniors would report to a
17 deputy chief. We have two deputy chiefs. One is
18 responsible for training and the other one is for
19 operations, and then they would report to me.
20 649 **Q.** So when Mr. Andrews was asking
21 you about returning an animal seized or obtaining
22 a warrant, and asking you if that's something that
23 the agent decides on, what role, if any, would the
24 people up the chain have in those two examples?
25 **A.** Prior to an animal being removed

1 **A.** Oh, gosh, no. There are several
2 different departments that it would go. As I had
3 indicated earlier, in my statements, we have
4 rescue and relief services, we have sheltering
5 services. Often times animals that we care for
6 are strayed or injured and they need veterinarian
7 care, so it would go to provide veterinarian care
8 for those animals. Education is really important,
9 so there is a certain amount of those proceeds
10 that would go to educating the public as well as
11 our donors and our members.
12 655 **Q.** Okay. Those are my questions in
13 reply. Thank you very much. So, Kurtis, could we
14 go off the record now?
15 656 **MR. ANDREWS:** Sure. I think we are
16 done.
17 657 **MR. SCHWARTZ:** We are done.
18 --- Whereupon cross-examination concluded
19 at 4:48 p.m. ---
20
21 REPORTER'S CERTIFICATE
22
23 I, ANGELA GUNN, CSR, Chartered
24 Shorthand Reporter and Commissioner of Oaths
25 within and for the Province of Ontario, certify;

1 That the foregoing proceedings were
2 taken before me at the time and place therein set
3 forth, at which time the witness was put under
4 oath by me;
5 That the testimony of the witness and
6 all objections made at the time of the examination
7 were recorded stenographically by me and were
8 thereafter transcribed;
9 That the foregoing is a true and
10 correct transcript of my shorthand notes so taken.
11
12 Dated this 25th day of September,
13 2017.
14
15 _____
16 PER: ANGELA GUNN, CSR
17 CHARTERED SHORTHAND REPORTER
18
19
20
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22
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25

Court File No. 749/13

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

JEFFREY BOGAERTS

Applicant

- and -

THE ATTORNEY GENERAL OF ONTARIO

Respondent

This is the Cross-Examination of **CONNIE MALLORY**, a representative of the Respondent herein, on her Affidavit sworn May 2, 2017, taken on consent at the offices of **Barrett Gunn Court Reporters**, 76 Prospect Street, Newmarket, Ontario, on the 7th day of September, 2017, at 1:00 p.m.

Barrett Gunn Court Reporters
76 Prospect Street
Newmarket, Ontario (905) 836-1399

COURT REPORTER: [1] 98/15
MR. ANDREWS: [80]
MR. SCHWARTZ: [166]
MR. SHILLER: [1] 122/3
THE WITNESS: [37] 6/14 8/11 8/22 10/11 10/14 12/18 19/19 24/12 24/21 25/2 26/23 27/2 27/5 32/15 34/20 39/25 48/18 56/11 56/16 58/10 63/9 69/5 77/13 83/11 84/14 87/1 93/3 94/20 96/5 112/23 117/14 117/16 120/23 121/6 121/9 121/18 130/1

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In the Matter Of:

Jeffery Bogaerts v. The Attorney General of Ontario

LISA KOOL

September 12, 2017

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neesons

77 King Street West, Suite 2020
Toronto, ON M5K 1A2
1.888.525.6666 | 416.413.7755

Court File No. 749/13

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

JEFFREY BOGAERTS

Applicant

- and -

THE ATTORNEY GENERAL OF ONTARIO

Respondent

--- This is the Cross-examination of LISA KOOL on her affidavit sworn May 3, 2017, taken at the offices of Neeson Court Reporting Inc., 77 King Street West, Suite 2020, Toronto, Ontario, on the 12th day of September, 2017.

A P P E A R A N C E S :

Kurtis R. Andrews for the Plaintiff
(Via videoconference)
Hart Schwartz for the Respondent
Natalie Osadchy
Stephanie Bishop (Articling student)

REPORTED BY: Deborah Elderhorst
Shorthand Court Reporter
NEESONS

I N D E X

WITNESS: LISA KOOL

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The following list of undertakings, advisements and refusals is meant as a guide only for the assistance of counsel and no other purpose

INDEX OF UNDERTAKINGS

The questions/requests undertaken are noted by U/T and appear on the following pages: 39

INDEX OF ADVISEMENTS

The questions/requests taken under advisement are noted by U/A and appear on the following pages: NONE

INDEX OF REFUSALS

The questions/requests refused are noted by R/F and appear on the following pages: NONE

--- Upon commencing at 1:04 p.m.

AFFIRMED: LISA KOOL

CROSS-EXAMINATION BY MR. ANDREWS:

1 Q. Ms. Kool, is it all right if I address you as Ms. Kool?

A. Yes, of course.

2 Q. Okay. Just for the sake of the record, can you just confirm your name and position, please?

A. I can. My name is Lisa Kool. I am currently the director of health care modernization and project management with the corrections side of our ministry, which is a job change I recently made.

3 Q. Okay. All right. And in your capacity, so let me just get this straight, then. So I think in your affidavit you were describing yourself as being in the role of liaison between the Ministry and the OSPCA?

A. Correct.

4 Q. Are you still in that role?

A. No, I am not.

5 Q. Okay. All right. Well, when did that change?

A. My official start date in my

25 Q. Do you recall, at all, receiving any communication from the public or an organization or anything along those lines that showed concern or expressed concern about the OSPCA, as a private organization, operating the way it does?

A. From time to time, yes.

26 Q. Would those complaints come from -- well, maybe if you can just describe some of them for me, please?

A. I can't recall any, any details. I think what I shared with you earlier is when I said, "the lion's share." If I have to characterize the type of inquiries we would get by e-mail or letter, they weren't those types of issues. They were more along the lines of broadening the enforcement, if you like, and people expressing concerns about the OSPCA not doing more investigations or more inspections, particularly of public places, like zoos and aquariums.

27 Q. So the lion's share, you're saying, were of the nature that the OSPCA should be doing more than they are?

A. I would characterize the correspondence that way, yes.

28 Q. Okay. Do you recall any such communications with an organization called Animal Justice, by any chance?

A. Yes, I do.

29 Q. And can you recall any of the details with respect to that communication?

A. No, I can't. I just know that I am familiar with Animal Justice, and I know that they have, they have contacted the Ministry on a number of occasions; but specific cases, no, I can't recall.

30 Q. And do you recall if the essential nature of their communications is that the OSPCA or the enforcement of these types of animal welfare laws should be in the control of the government? Do you recall that?

A. We have actually had some people suggest that to the government, yes. There have been -- and including Animal Justice, yes.

31 Q. Okay. Have you, or do you recall any communications with Ontario's Office of the Ombudsman with respect to the OSPCA?

A. No, I am not aware of any correspondence with that office, no.

32 Q. Okay. For a number of years --

to making amendments to legislation or regulation. It's not an everyday thing.

It's, the last time we had those discussions with the OSPCA was back in 2013, when we made changes to the Standards of Care regulation because of the work we were doing then around marine mammals. So part of our role was to work with all interested parties, including the OSPCA, to discuss with them what the proposed policy changes were. So that's another example of the interaction.

So that, I would say, falls in that space. We would have interactions with the OSPCA and others when it came to proposing amendments to regulations, and that's -- so maybe that's the other example I could offer you. It's certainly not a day-to-day occurrence, but when the time comes to look at making legislative changes, we would of course consult with the OSPCA to get their input. That's the only other example I can think of.

59 Q. Okay. Thank you. I am just trying to be clear. Okay. And so the one thing that we had left out of that was, of course, the Transfer Payment Agreement, which I think I

mentioned, ah, I referred to it as the TPA. And just for the sake of the record, that's what I am referring to if I said, "TPA."

This, essentially, is an -- and again, just to make sure I understand it -- it's essentially an agreement between the OSPCA and the government of Ontario with respect to certain conditions in exchange for some funding that's provided by the government. Would that be a way to summarize it?

A. Yeah, that's correct.

60 Q. Okay. And you attached a copy of the TPA, and if you could just, could you just confirm -- I believe it takes effect in 2013, and it goes until -- I apologize. I don't have it right in front of me. What year does it go to?

A. It goes to March 31, 2015.

MR. SCHWARTZ: And just for the record, Counsel: This is the first Transfer Payment Agreement, which is Exhibit A, and it's found at page 538 of the record.

MR. ANDREWS: Yes, thank you. Yes, that's what I am referring to. Thank you, Counsel.

61 Q. And as I understand it, Ms. Kool, there is another, similar TPA that's in effect now?

A. There was a second TPA which spanned the two-year period afterwards, so it went from April 2015 to March 2017. So that is the most recent complete agreement.

62 Q. And would it be fair to characterize it as being substantially similar as the previous one?

A. It is similar. I don't know if I would use "substantially," but it certainly is similar. It has, it is, we did make some changes in the second one that were not in the first, but in terms of the model, the funding amount, the fact that it's a two-year term, I would say, sort of characterize it that way that the model and the format is very similar, yes, although some of the details have changed.

63 Q. All right. And you have that at, I believe it's --

A. I think it's C.

64 Q. Yes. It is in here as well.

A. Yes, it's Exhibit C.

65 Q. Exhibit C.

MR. SCHWARTZ: And that's page 599 of the record.

MR. ANDREWS: Yes, thank you. All

right. And now -- and, Counsel, if you want to step in, if you think it's getting too much into the legal area, then, by all means. I will ask these couple of questions only because there is a fair amount of information provided by Ms. Kool about the nature of the agreement, so I am going to be asking about that even though it's -- in many ways it does speak for itself. I just want to make sure I have some understanding on a couple of things here.

66 Q. So, from the Ministry's standpoint, when it comes to either issuing a new TPA or not, that is a decision that the Ministry can make at its own discretion? There is nothing directing it other than its own choice to issue another TPA or enter into a new TPA with the OSPCA?

A. That's correct.

67 Q. And if I am not mistaken, the Ministry can unilaterally terminate it with 60 days' notice; is that right?

A. I would have to look at the TPA to see how many days it is, but yes, the Ministry can terminate the agreement.

68 Q. With no reasons necessary?

A. I would have to look at the

wording to be, to be sure.

69 Q. Sure. Go ahead.

MR. SCHWARTZ: So are we referring, Counsel, to the first TPA or to the second TPA, or are they identical, as you said? I am assuming you are referring to article 12?

MR. ANDREWS: I believe so.

MR. SCHWARTZ: And it's article 13 of the second agreement, so --

MR. ANDREWS: Right. Yes, it is different, actually, between the two, if I'm not mistaken.

MR. SCHWARTZ: Yes. I think the first one is 60 days, and the second one is 30 days.

MR. ANDREWS: Yes, I think you are correct.

THE WITNESS: You're right.

MR. ANDREWS: Okay.

MR. SCHWARTZ: So I am a little bit concerned about answering for no reason. It may be a matter of interpretation. Article 13 of the first agreement and 14 of the second agreement talks about what happens if the province, which I assume means the Ministry, doesn't receive the necessary appropriation from the legislature, and

that allows for the agreement to be terminated immediately.

So I guess it's really a matter of interpretation as to whether there needs to be cause or not. It doesn't say, "without cause," but it doesn't say, "with cause," so hopefully neither -- it will never happen, so we won't have to worry about it, but it might be something for lawyers to argue over.

MR. ANDREWS: That's fine. Now, the decision --

MR. SCHWARTZ: I mean, I notice, for example, that there is a notice and cure provision, as we call them, in paragraph 15, which suggests that the OSPCA is to be given an opportunity to fix a deficiency that might arise, so that, that could be, it could be argued that that means there needs to be cause, and it can't be no reason. But again, I leave that up to a future litigation if it ever occurred.

MR. ANDREWS: Sure.

70 Q. Essentially, what I am trying to get at, Ms. Kool, is that the decision to terminate or the decision to enter into a new TPA, would it be fair to call that a political decision?

A. In terms of -- I wouldn't, I don't think I would characterize it as "political." It would certainly be a policy decision to continue with the funding or to change it in some way.

71 Q. Or to cancel it?

A. Or to cancel it, yeah, absolutely.

72 Q. And such decisions -- and I'm just going to throw some examples out there -- might be based on budget; correct?

A. Which would not be unique to this program.

73 Q. I don't suggest it is, but I just wanted to confirm that?

A. Budgets could be a factor, certainly.

74 Q. And government mandate?

A. Yes.

MR. ANDREWS: Okay. And I think we're almost at the end here, Counsel. I just want to double-check to make sure that I haven't skipped over anything. (Pauses.) So, yeah, that, essentially, is all of my questions.

Counsel, when we conducted the examination of Inspector Mallory, I had indicated that at the end I wanted to have some confirmation

REPORTER'S CERTIFICATE.

I, DEBORAH ELDERHORST, Shorthand Reporter, certify;

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was put under oath by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

Dated this 14th day of September, 2017.

PER: DEBORAH ELDERHORST
SHORTHAND COURT REPORTER

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Examination No. 17-1323 Court File No. 749-13

ONTARIO SUPERIOR COURT OF JUSTICE

B E T W E E N:

JEFFREY BOGAERTS

Applicant

- and -

THE ATTORNEY GENERAL OF ONTARIO

Respondent

****

CROSS-EXAMINATION OF JEFFREY BOGAERTS ON AFFIDAVITS DATED JULY 31, 2014 and FEBRUARY 18, 2015 pursuant to an appointment made on consent of the parties to be reported by Catana Reporting Services, on August 30, 2017 commencing at the hour of 12:55 in the afternoon.

****

APPEARANCES:

Kurtis R. Andrews for the Applicant

Don Pyper for the Respondent

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NO EXHIBITS

DATE TRANSCRIPT ORDERED: AUGUST 30, 2017

DATE TRANSCRIPT COMPLETED: SEPTEMBER 8, 2017

1

JEFFREY BOGAERTS, SWORN:

CROSS-EXAMINATION BY MR. PYPER:

1. Q. Good afternoon, Mr. Bogaerts.

A. Good afternoon.

2. Q. Just for the Record could I have your name and spelling for the Record?

A. First name Jeff J-E-F-F, last name Bogaerts B-O-G-A-E-R-T-S, middle initial D. for David.

3. Q. And I understand you are here to answer questions in respect of two Affidavits sworn in this proceeding, the first July 31st, 2014 ---

A. Yes.

4. Q. --- and the second is February 18th, 2015?

A. Yes.

5. Q. And are there any corrections you'd like to make to the Affidavits?

A. Not at this time, no.

6. Q. No changes you'd like to make?

A. No.

7. Q. Okay. I understand you are a paralegal?

A. That is correct.

8. Q. You're still a paralegal, correct?

A. Correct.

9. Q. And what do you do as part of your professional responsibilities?

A. I do provincial offences, criminal summary convictions, and small claims court.

10. Q. Okay. And who is your current employer?

A. I am self-employed.

11. Q. You're self-employed. So you were never at any time employed by your counsel in this proceeding Mr. Andrews?

A. No, I was not.

12. Q. Okay. Do you have clients who interact with the OSPCA, the Ontario Society for the Prevention of Cruelty to Animals?

A. I do not have clients now, but I did have clients when I worked for a law firm when I first started.

13. Q. I see. When, can you give us a period of time?

A. I've been licensed since 2015 and I was working for Green and Associates law firm beginning in 2014 up until September of last year. And during that time period I assisted Mr. Green with some OSPCA issues.

14. Q. Okay. Sorry, just help me with those time lines, just trying to get context. You said you got certified in 2015?

A. I wrote my exam and received my license from The Law Society in May of 2015.

15. Q. Oh, okay.

A. And while I was going to school I was working part-time for Mr. Green, Green and Associates, which was in this building as a matter of fact.

16. Q. I see.

A. And then once I finished my schooling I continued on as an apprentice so to speak up until I received my license in 2015 at which time I became a full-time paralegal and I worked for his office up until September of 2016.

17. Q. Okay. So at the time you swore your first Affidavit which is July 31st, 2014 you weren't a licensed paralegal at that time?

A. No, no, not until May of 2015.

18. Q. But you say you were working part-time?

A. Yes, I did my entire field placement with Mr. Green and when I finished my schooling there was a timing issue with respect to writing the exam.

So I finished my schooling, passed all my exams at the school, made application to The Law Society but by the time I wrote or had scheduled to write the exam it was into 2015.

19. Q. Okay. And I understand you said that when you were working for Mr. Green that he had a number of clients who were the subject of OSPCA investigations?

A. That's correct, yes.

20. Q. Charges?

A. Yes.

21. Q. Compliance Orders?

A. Yes.

22. Q. And so on. So would you say that professionally your dealings with the OSPCA have always been in opposition to OSPCA enforcement?

A. I would not say entirely so. I was on the Board of Directors for a period of time for Lanark Animal Welfare Society and in that perspective my job was to promote animal welfare and to interact with the OSPCA, not myself personally but as a member of the Board of Directors.

23. Q. Okay. Is that an affiliate of the OSPCA, the Lanark ---

A. I believe they are. I don't know if they still are, I'm not on the Board of Directors any longer.

MR. ANDREWS: I can clarify if you wish, Counsel.

MR. PYPER: Sure.

MR. ANDREWS: The Lanark Animal Welfare Society used to be an affiliate of the OSPCA and then they withdrew their affiliation. It would depend on Mr. Bogaerts timing though whether he was on the Board at

the time that they were still an affiliate.

MR. PYPER: Not a problem, just trying to get some context.

BY MR. PYPER:

24. Q. I understand you own some animal?

A. Correct. I've owned animals pretty much all my life; dogs, cats, birds, fish, birds that have fallen out of the trees, you know, things like that.

25. Q. Okay. So what I'm hearing from you is pets, is that right?

A. Personally, on a personal basis, yes, it would be pets.

26. Q. Okay. They're not agricultural animals?

A. No, they're not agricultural animals. No, I've never been in an agricultural position or owned a farm or have been in any way -- now, not to say that I haven't gone to farms and helped friends over the past decades but I've not owned or been commercially involved in agriculture involving animals.

27. Q. Right, okay. And I think you've actually mentioned this in one of your Affidavits but my understanding is you've never personally been searched by the OSPCA?

A. No, I have not.

28. Q. Or been the subject of a Compliance Order or

had animals seized?

A. No, I have not.

29. Q. Nothing, okay. So I'm going to submit to you that the Ontario Society for the Prevention of Cruelty to Animals Act doesn't really have application to you in your personal life?

A. I would have to tend to disagree with you on that point. Any piece of legislation whether it's Federal, Provincial, or in my local municipality that has or potentially has a direct effect upon me is something that I would be either interested in or I could be affected the same way as if I was driving down the 401 with a driver's license at any time I could be stopped by an OPP officer and the vehicle could be reviewed or my license could be reviewed, my insurance could be reviewed, and therefore I'm subject to that legislation.

The OSPCA could at any time on a complaint from the local neighbor show up on my doorstep. So as long as the legislation is in place in my opinion I can be subject to it.

30. Q. That's fine. I'm going to refer you to paragraph 9 of your first Affidavit. And I don't actually anticipate asking any questions about the second Affidavit, just to forecast that, so I think

THIS IS TO CERTIFY THAT the foregoing is a true and accurate transcription from the Record made by sound recording apparatus to the best of my skill and ability.

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Nancy Keirstead, Catana Reporting Services

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Court of Appeal File No.: C66542
Superior Court File No.: 749/13

Jeffrey Bogaerts **- and -** **Attorney General of Ontario**

Applicant (Respondents in Appeal) **Respondents (Appellants in Appeal)**

Proceeding commenced at Perth

COURT OF APPEAL FOR ONTARIO

EXHIBIT BOOK OF THE RESPONDENT (APPELLANT IN APPEAL) THE ATTORNEY GENERAL OF ONTARIO

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