

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2017-55

Being a by-law to authorize an Agreement between

**THE CORPORATION OF THE TOWN OF RENFREW
*'Hereinafter called the Town'***

AND

**THE CORPORATION OF THE TOWNSHIP OF HORTON
*'Hereinafter called the Township'***

to use their Animal Pound to house dogs from Horton Township.

WHEREAS the Council of the Corporation of the Township of Horton wishes to enter into an agreement with the Corporation of the Town of Renfrew for the purpose of using their Animal Pound to house dogs from Horton Township;

NOW THEREFORE the Council of the Corporation of the Township of Horton **ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Clerk be authorized and are hereby authorized to enter into an Agreement with the Corporation of the Town of Renfrew for use of their Animal Pound to house dogs picked up by the Animal Control Officer for Horton in the form attached to this by-law as Schedule "A", and such schedule to form a part of this by-law and to have the same force and effect as if recited in full herein; and
2. That the Mayor and CAO/Clerk be authorized and are hereby authorized to do or cause to be done all such matter of act or thing as may be required to give full force and effect of this by-law and to the said agreement in the form of Schedule "A" attached herein; and
3. That this By-law shall come into full force and effect on the date of its passage.

Read a First and Second Time this 19th day of September, 2017

Read a Third Time and Passed this 19th day of September, 2017

MAYOR Robert Kingsbury

CAO/CLERK Suzanne Klatt

AGREEMENT
FOR THE USE OF THE TOWN OF RENFREW'S
IMPOUNDMENT FACILITY

This agreement made in duplicate this 19th day of September, 2017

BETWEEN

THE CORPORATION OF THE TOWN OF RENFREW
(Hereinafter called the "Town")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF HORTON
(Hereinafter called the "Township")

OF THE SECOND PART

1. Preamble

The Town agrees to allow the Township use of its impoundment facility located at 529 Lisgar Avenue for the purpose of housing dogs picked up by the Township's Animal Control Officer in accordance with the terms and conditions stipulated herein.

The parties hereto enter into this Agreement in good faith and covenant and agree as follows:

2. Term

- a) The term of this agreement shall be three (3) years, from January 1, 2017 to December 31, 2019 inclusive.
- b) This agreement may be terminated at any time by either party with sixty (60) days written notice to the other party.

3. Financial Considerations

- a) The Township shall pay to the Town the following annual sums for the use of the impoundment facility: \$1,520 (2017), \$1,550 (2018), and \$1,580 (2019). The Township shall remit these amounts to the Town in January of each given year.
- b) If the Agreement is terminated by either party prior to January 1st in any year of the three-year term, the Township shall receive a pro-rated refund for the remainder of the year in which the Agreement was terminated.
- c) The Township shall also pay the Town \$8.00 per day per impounded dog, to be remitted on an annual basis subject to verification of the amount by the Town.

4. Administration

- a) All record keeping / administration respecting dogs impounded from the Township shall be the sole responsibility of the Township.
- b) The Township's Animal Control Officer must inform the Town's Animal Control Officer as soon as reasonably possible of the impoundment of any dog therein.
- c) The Town shall provide food and water for all Township dogs while in its impoundment facility. However, it assumes no liability whatsoever in the event of the illness, injury, or death of any impounded dog.

- d) It is the responsibility of the Township's Animal Control Officer to clean, feed and water the dogs impounded by the Township should the Town have no animals impounded.

DATED AT RENFREW THIS _____ DAY OF SEPTEMBER, 2017.

THE CORPORATION OF THE TOWN OF RENFREW

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Don Eady, Mayor

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Kim R. Bulmer, Clerk

DATED AT HORTON THIS 19th DAY OF SEPTEMBER, 2017.

THE CORPORATION OF THE TOWNSHIP OF HORTON

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Robert Kingsbury, Mayor

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Suzanne Klatt, CAO/Clerk