

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW NUMBER 11-2016

Being a By-Law to authorize the Mayor and C.A.O./Clerk-Treasurer to execute an agreement with the Town of Renfrew respecting the use of their pound facility for the period from January 1, 2016 to December 31, 2018

WHEREAS Sections 11(3), 19(2) and 103(1) of the Municipal Act, 2001, authorize The Corporation of the Township of Greater Madawaska to enter into an agreement with the Town of Renfrew for the use of their pound facility respecting dogs found at large within the Township;

AND WHEREAS the Council of The Corporation of the Township of Greater Madawaska deems it expedient to exercise the powers vested in it by the said Municipal Act.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA ENACTS AS FOLLOWS:


1. **THAT** the Agreement attached hereto as Schedule "A" and made part of this By-Law shall constitute a contract between the Corporation of the Town of Renfrew and the Corporation of the Township of Greater Madawaska.
2. **THAT** the Mayor and Clerk are hereby authorized to do and execute all things, papers and documents necessary to the execution of this by-law.
3. **THAT** the CAO/Clerk-Treasurer and the Township Solicitor are authorized to make any necessary administrative or legal amendments to the Agreement.
4. **THAT** this By-Law shall come into force and take effect immediately upon the passage thereof.

READ a first and second time this 22nd day of March, 2016.

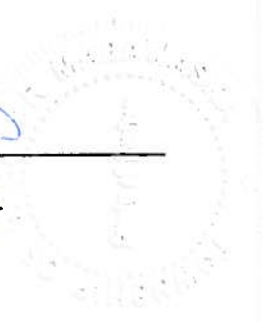
READ a third time and passed this 22nd day of March, 2016.



Glenda McKay
Mayor



Allison Holtzauer
CAO Clerk/Treasurer



CORPORATION OF THE TOWN OF RENFREW



AGREEMENT

This Agreement made in duplicate this 22nd day of March, 2016.

BETWEEN

**The Corporation of the Town of Renfrew
(Hereinafter called the "Town")**

OF THE FIRST PART

- AND -

**The Township of Greater Madawaska
(Hereinafter called "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

1. The term of this Agreement shall be three (3) years, from January 1, 2016 to December 31, 2018 inclusive.
2. This Agreement may be terminated at any time by either party with sixty (60) days written notice.

3. Financial Considerations

1. The Township shall pay to the Town the following annual sums for the use of the impoundment facility: \$1,490 (2016), \$1,520 (2017), \$1,550 (2018). The Town will invoice the Township January 1st of each year. Payment is due 30 days from the date of the invoice.

2. 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 period in which the Agreement was terminated.
3. The Town will invoice the Township \$8.00 per day per impounded dog based on the information collected from the pound records. The Town will invoice the Township at the end of each calendar year. Payment is due 30 days from the date of the invoice.


4. Administration

1. All record keeping / and administration respecting dogs impounded from the Township shall be the sole responsibility of the Township.
2. 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.
3. The Town shall provide food and water for all Township dogs while in its impoundment facility. However, the Town assumes no liability whatsoever in the event of the illness, injury, or death of any impounded dog.
4. 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.
5. Both parties to this agreement mutually agree that although they share the same facility, each municipality's pound keeper is solely responsible for the accurate completion of their pound paperwork. Each municipality operates the pound under their own policies and procedures. All responsibility shall reside with each pound keeper.

DATED AT RENFREW THIS 12TH DAY OF April, 2016.


THE CORPORATION OF THE TOWN OF RENFREW

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Don Eady, Mayor

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Kim R. Bulmer, Clerk

DATED AT GREATER MADAWASKA THIS 22ND DAY OF March, 2016.


THE TOWNSHIP OF GREATER MADAWASKA

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Glenda McKay, Mayor

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Allison Holtzauer, CAO – Clerk / Treasurer