

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 24 – 2016

Being a By-law to authorize the Mayor and Clerk to execute an agreement with the Township of Greater Madawaska respecting the use of the impoundment facility at 529 Lisgar Avenue.

WHEREAS Section 11 of the Municipal Act, 2001, empowers the Corporation of the Town of Renfrew to pass by-laws and to enter into agreements respecting matters within the animals sphere of jurisdiction; and

WHEREAS the Town of Renfrew is seized and possessed of an impoundment facility; and

WHEREAS the Council of the Corporation of the Town of Renfrew is desirous to enter into an agreement with the Township of Greater Madawaska respecting the use of the municipal impoundment facility located at 529 Lisgar Avenue.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts as follows:


1. THAT the agreement attached hereto as Schedule 'A' is hereby deemed to form part of this By-law as fully as if recited herein.
2. THAT Mayor and Clerk are hereby authorized to execute the attached agreement with the Township of Greater Madawaska with respect to the use of the impoundment facility at 529 Lisgar Ave.
3. THAT this By-law shall come into force and take effect immediately upon the passing thereof.

READ a first time this 12th day of April, 2016.

READ a second and third time and passed this 12th day of April, 2016.



Don Eady, MAYOR



Kim Bulmer, CLERK

CORPORATION OF THE TOWN OF RENFREW



AGREEMENT

This Agreement made in duplicate this 12th day of April, 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

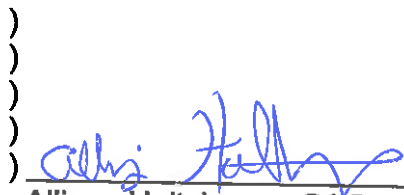
DATED AT GREATER MADAWASKA THIS 26th DAY OF APRIL, 2016.

THE TOWNSHIP OF GREATER MADAWASKA

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Glenda McKay, Mayor

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Allison Holtzhauer, CAO – Clerk / Treasurer