

**CORPORATION OF THE TOWN OF RENFREW**  
**BY-LAW NO. 58-2019**

Being a By-law to authorize the Mayor and Clerk to execute an agreement with the Township of Horton 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 Horton 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 Corporation of the Township of Horton 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 and second time this 22<sup>nd</sup> day of October, 2019.

Read a third and final time this 22<sup>nd</sup> day of October, 2019.

  
Don Eady, MAYOR

  
Kim R. Bulmer, CLERK

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

This agreement made in duplicate this 22<sup>nd</sup> day of October, 2019

***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**

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## **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, 2020 to December 31, 2022 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: \$1,610 (2020), \$1,640 (2021), and \$1,670 (2022). 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 1<sup>st</sup> 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 22<sup>nd</sup> DAY OF OCTOBER, 2019.**

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 22 DAY OF October, 2019.**

THE CORPORATION OF THE TOWNSHIP OF HORTON

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David M. Bennett, Mayor

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Hope Dillabough, CAO/Clerk