

**THE MUNICIPALITY OF CENTRAL MANITOULIN**

**BY-LAW 2011- 13**

**Being a By-law to adopt the Dog Pound Agreement between  
The Municipality of Central Manitoulin  
And  
The Corporation of the Township of Billings**

**WHEREAS** the Corporation of the Township of Billing has requested limited use of Dog Pound services from the Municipality of Central Manitoulin.

**AND WHEREAS** the Municipality of Central Manitoulin agrees to provide such a service

**NOW THEREFORE** the Municipality of Central Manitoulin will enter into an agreement with the Corporation of the Township of Billings as shown in attached schedule 'A' to this bylaw.

**AND FURTHERMORE** schedule 'A' shall form a part of this bylaw.

Read a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED

This \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Reeve- Gerry Strong

\_\_\_\_\_  
Clerk- Ruth Frawley

I, \_\_\_\_\_, Clerk of the Municipality of Central Manitoulin, hereby certify that this is a true copy of By-Law Number 2011-13 passed by the Council of the Municipality of Central Manitoulin on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

# AGREEMENT

AGREEMENT made in duplicate this            day of            , 2011

BETWEEN:            THE CORPORATION OF THE TOWNSHIP OF BILLINGS  
Hereinafter called the "Township of Billings"

AND:

THE MUNICIPALITY OF CENTRAL MANITOULIN  
Hereinafter called the "Municipality of Central Manitoulin"

WHEREAS By-laws have been duly enacted by the Corporate parties hereto respectively, pursuant to the provisions of the Section 20 (1) of the Municipal Act, 2001 to authorize an agreement between the said parties relative to the use of the Dog Pound of the said Municipality of Central Manitoulin for the temporary housing of dogs as required under the 'Animals for Research Act', that are apprehended within the boundaries of the said Township of Billings. Now, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1) **IN THIS AGREEMENT,**

- a) The Municipality of Central Manitoulin will supply services required under the "Animals for Research Act" for the housing and care of dogs that are apprehended within the boundaries of the said Township of Billings in contravention of their "Animal Control By-law".
- b) The Municipality agrees to supply these services on an as available basis and may refuse these services if required by the Municipality of Central Manitoulin.
- c) The Municipality of Central Manitoulin agrees to supply the above services for an annual fee of \$500 plus \$50/dog/day for the duration of the impound period.
- d) The Township of Billings agrees that if after the mandatory time period required by law has been exhausted and the Township of Billings wishes to proceed with euthanasia, the Township of Billings will remove the dog from Central Manitoulin's care and take full responsibility for this action.
- e) This agreement shall come into effect immediately upon being signed by the two parties and shall remain in effect for one full year.

- 2) In witness thereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.