

**THE MUNICIPALITY OF CENTRAL MANITOULIN**

**BY-LAW 2013- 20**

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

**WHEREAS** the Corporation of the Town of Gore Bay 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 Town of Gore Bay 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
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 2013-20 passed by the Council of the Municipality of Central Manitoulin on \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

# AGREEMENT

AGREEMENT made in duplicate this            day of            , 2013

BETWEEN:            THE CORPORATION OF THE TOWN OF Gore Bay  
Hereinafter called the "Town of Gore Bay"

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 Town of Gore Bay. 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 of dogs that are apprehended within the boundaries of the said Town of Gore Bay in contravention of their "Animal Control By-law".
- b) The Municipality agrees to supply the housing on an as available basis and may refuse this service if required by the Municipality of Central Manitoulin.
- c) The Municipality of Central Manitoulin agrees to supply the above facility for an annual fee of \$500.
- d) The Town of Gore Bay agrees that if after the mandatory time period required by law has been exhausted and the Town of Gore wishes to proceed with euthanasia, the Town of Gore Bay will remove the dog from Central Manitoulin's' pound facility 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, unless a minimum of 90 notice days is given in writing by either party that they wish to nullify or renegotiate this agreement.

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

\_\_\_\_\_  
Reeve/ Central Manitoulin

\_\_\_\_\_  
Reeve/ Billings Township

\_\_\_\_\_  
Clerk/ Central Manitoulin

\_\_\_\_\_  
Clerk/ Billings Township

This is Schedule "A" to bylaw 2011-13