

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

BY-LAW No. 97-7

being a by-law to authorize the execution of
agreement with Bruno Roy for Dog Control
Service

The Corporation of the Township of McGarry enacts as follows:

1. THAT the Reeve and Clerk-Treasurer be and they are hereby authorized to execute an Agreement with Bruno Roy for Dog Control Services, a copy of which Agreement is attached and marked as schedule "A" to this By-law.

READ a first, second, third and final time in Open Council, enacted and passed this 22nd day of September, 1997.


Reeve


Clerk-Treasurer

THIS AGREEMENT made this ____ day of September, 1997

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MCGARRY

(hereinafter referred to as "the Corporation")

OF THE FIRST PART

AND

BRUNO ROY

(hereinafter referred to as "the Contractor")

OF THE SECOND PART

WHEREAS the Corporation, located at 27 Webster Street, Virginiatown, Ontario, desires to engage the services of the Contractor to perform Dog Control Services in the Township of McGarry;

AND WHEREAS the Contractor desires to perform such services for the consideration hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO in consideration of the mutual covenants and agreements contained herein DO HERBY AGREE AS FOLLOWS:

1. The Corporation hereby agrees:
 - (a) to appoint and does hereby appoint the Contractor as Dog Control Officer and his employees as Municipal Law Enforcement Officers and said officers may exercise the powers of a peace officer for the purpose of enforcing the dog control and dog licensing by-law and related legal process serving for the Corporation with the duties of such Dog Control Officer and Municipal Law Enforcement Officers to be exercised by the Contractor to pick up and impound any dogs in accordance with the provisions of the Dog Control and Licensing By-Law No. 94-7.
 - (b) to pay to the Contractor as remuneration for his services as Dog Control Officer and Municipal Law Enforcement Officers an annual sum of \$ 4560.00 to be paid monthly, in arrears, in the amount of \$ 380.00 payable on the last day of each month during the period from September 1st, 1997 to August 31st, 1998 the first of such payments to be made the last day of September 1997.
 - (c) to pay to the contractor the sum of \$40.00 for each dog he is required to kill.
 - (d) to grant to the Contractor and the Corporation does hereby grant to the Contractor the right to dispose of all dogs impounded which become the property of the Corporation in accordance with the by-law No. 94-7.

Dog Control Agreement

- (e) to grant to the Contractor and the Corporation does hereby grant to the Contractor the right to dispose of the carcasses of all dogs lawfully impounded and lawfully destroyed in accordance with the by-law No. 94-7.
 - (f) to grant to the Contractor and the Corporation does hereby grant to the Contractor the right to collect and retain all pound fees, fines, destruction fees and all other fees that either the Contractor or the Corporation may levy from time to time in connection with the provision by the Contractor of dog control or humane services;
2. Where the Corporation owns the shelter/pound facility and where the Corporation agrees to lease said facility to the Contractor, the Corporation agrees:
- (a) to lease said facility for an annual fee of \$ 1.00.
 - (b) to maintain said facility and all equipment installed therein by the Corporation.
 - (c) to maintain said facility in accordance with the Regulations of the Province of Ontario Animals for Research Act.
 - (d) to insure said facility under the Township of McGarry Fire Insurance Program
 - (e) to provide, at the Corporation's expense, electrical power and electrical heating at said facility as may be required by the Contractor.
3. Where the Contractor agrees to lease the shelter/pound from the Corporation, the Contractor agrees:
- (a) to pay to the Corporation an annual rental fee of \$ 1.00.
 - (b) to maintain the leased facility in a clean condition in accordance with the Province of Ontario Animals for Research Act.
 - (c) to operate and use that equipment and the facility, being the property of the Corporation, in a manner so as not to knowingly abuse or destroy said property.
 - (d) to keep the Contractor and the Corporation properly insured in respect to public liability and property damage including claims in respect to injury and loss and/or death of any dog in the following amounts:
 - Public Liability and Property Damage \$ 1,000,000.00
 - Erroneous Death or Injury to an Animal \$ 25,000.00
 - (e) to pay telephone costs associated with the operation of the said shelter/pound facility; and any legal costs required to enforce the Dog Control and Licensing By-Law No. 94-7 at the discretion of the Contractor.

Dog Control Agreement

To the Corporation at: The Corporation of the Township of McGarry
27 Webster Street
P.O. Box 99
Virginiatown, Ontario
P0K 1X0

and notice shall be deemed to have been received and be effective on the first business day after mailing. Either party hereto may change its address for service at any time by notice given to the other in the manner aforesaid.

- 8. This Agreement may be terminated by either Party hereto upon ninety (90) days written notice of intention to terminate.

IN WITNESS WHEREOF, the duly authorized representatives of the Corporation and Contractor have executed this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE
TOWNSHIP OF MCGARRY


Reeve


Clerk-Treasurer

THE CONTRACTOR


Witness


Bruno Roy


Witness

Dated this 30 day of September 1997.