



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2830

BEING A BY-LAW TO APPOINT A CANINE CONTROL OFFICER FOR THE TOWNSHIP OF AUGUSTA

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 11 (2) (9) allows for a municipality to pass By-Laws pertaining to Animals under the spheres of jurisdiction;

AND WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

AND WHEREAS the Council of the Township of Augusta wishes to enter into an agreement to provide Canine Control services for the Township of Augusta;

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. Vincera Kennels is hereby appointed as a Canine Control Officer for the Township of Augusta with the duties as described in Schedule "A" attached hereto.

READ a first and second time this 10th day of May, 2010.

READ a third time and passed this 10th day of May, 2010.

REEVE

CLERK

This agreement made in duplicate this 10th day of May, 2010

Between **THE CORPORATION OF THE TOWNSHIP OF AUGUSTA**
hereinafter called the "Township"

OF THE FIRST PART

- and -

VINCERA KENNELS

OF THE SECOND PART

Whereas the Township and Vincera Kennels have agreed to certain terms hereinafter expressed;

And whereas the parties have agreed to the provision of services commencing the 1st day of July, 2010 and extending to the 30th day of June, 2011.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, terms and agreements hereinafter expressed, Vincera Kennels agrees with the Township as follows:

1. The Township retains Vincera Kennels and Vincera Kennels agrees to provide the services for the Township as an Animal Control Officer pursuant to the terms, conditions and covenants hereinafter expressed, and to provide pound-keeping services for the Township for a period of time from the 1st of July, 2010 to the 30th day of June, 2011.
2. Vincera Kennels is to provide a 24 hour service each day of the year.
3. Vincera Kennels agrees to provide a phone number that is published by the Township for the general use of the public. The phone number may be answered by a message retrieving service, with messages returned within a reasonable time frame.
4. Vincera Kennels is responsible for responding to complaints, the capture and transportation of dogs, in accordance with the provisions of Township Bylaw 2742, Municipal Act, Pound Act and Trespass Act.
5. Vincera Kennels may return captured dogs directly to the dog's owner if the animal is licensed "tagged", charging the impound fee as prescribed in Bylaw 2742.
6. Vincera Kennels will log each complaint/call and maintain a log on all matters pertaining to the enforcement of Bylaw 2742. The log will include details of dogs captured, dogs returned to their owner, dogs impounded and the subsequent adoption or other disposition of any dog captured. A copy of this log will be provided to the Township monthly with Vincera Kennels invoice for services.
7. The Township agrees to pay Vincera Kennels within 30 days of being invoiced. The Township agrees pay \$500.00 per month for the above noted services. Remuneration for mileage shall be at \$0.30 per kilometer. Mileage will accumulate from Vincera Kennels place of business, that being 2801 Rocky Road, RR#1, Brockville, Ontario and be continuous until completion of the call on return to the above mentioned residence.
8. Vincera Kennels shall provide proof of liability insurance to the Township and Vincera Kennels shall hold the Township harmless for all damages including personal injury.
9. Either Vincera Kennels or the Township may terminate this contract on one month prior notice given in writing, the one to the other as the case may be. In the case of Vincera Kennels such notice shall be delivered personally or by registered mail to the CAO to the Township. In the case of the Township, notice shall be delivered personally or by registered mail to Vincera Kennels at their last known address. The Township may terminate this contract and service agreement forthwith by notice as foresaid for any malfeasance or misconduct on the part of Vincera Kennels or their designate, which involves matters of theft, dishonesty, immorality, or acts bringing the Township into disrepute. The truth of the alleged acts of malfeasance or misconduct shall be decided by the Township, and the decision of the Township shall be final and without recourse by Vincera Kennels to any court, tribunal or Commission analogous thereto.

10. This agreement constitutes and expresses the whole agreement between Vincera Kennels and the Township with reference to the retention of services as outlined in this contract agreement.
11. This agreement and every covenant, provision and term herein contained shall ensure to the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators and assigns.

Signed at Maynard this _____ day of _____, 2010.

Township of Augusta - Reeve

Township of Augusta - CAO

Vincera Kennels