

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-35

Being a by-law to authorize the signing of an agreement between the Board of Governors of the St. Clair College of Applied Arts and Technology and The Corporation of the Town of Lakeshore, The Corporation of the Town of Amherstburg, The Corporation of the Town of Essex, The Corporation of the Town of LaSalle and the Corporation of the Town of Tecumseh.

WHEREAS the Municipalities have established a joint and common Pound (the "Pound") at a location in the Town of Lakeshore for the detention, maintenance and disposal of animals that have been impounded pursuant to a by-law of each of the Municipalities;

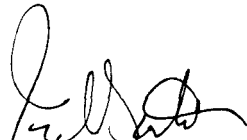
AND WHEREAS the college operates a licenced research facility as defined and provided by the Act;

AND WHEREAS the municipalities have been supplying animals to the college facility in exchange for the supply of certain services by the college;


AND WHEREAS the parties wish to incorporate into an agreement the terms under which the supply of animals and services shall continue;

NOW THEREFORE THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to sign the attached agreement between the Board of Governors of the St. Clair College of Applied Arts and Technology and The Corporation of the Town of Lakeshore, The Corporation of the Town of Amherstburg, The Corporation of the Town of Essex, The Corporation of The Town of LaSalle and The Corporation of the Town of Tecumseh.
2. This by-law shall come into force upon the final passing thereof.



MAYOR



CLERK

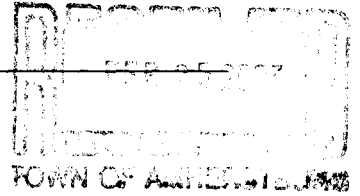
1st Reading: July 22, 2002

2nd Reading: July 22, 2002

3rd Reading: July 22, 2002

The Corporation of the Town of Lakeshore

MEMO



To: David Mailloux, Clerk - Town of Amherstburg
Jerry Marion, Clerk - Town of Essex
Kevin Miller, Clerk - Town of Lasalle
Stan Brophey, Clerk - Town of Tecumseh

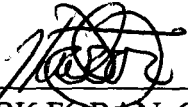
From: Kirk Foran, Chief Building Official

Subject: Agreement Between Lakeshore Area #3 Dog Pound & St. Clair College

Date: February 21, 2003

I have attached for your records a copy of the executed agreement between the Lakeshore Area #3 Dog Pound (the Pound) and St. Clair College (the College).

Thank you for your assistance in the execution of this agreement.



KIRK FORAN, C.TECH., CBCO
CHIEF BUILDING OFFICIAL
KF:sg
Encl.

THIS AGREEMENT made to take effect from the 1st day of
September, 2002

BETWEEN:

THE BOARD OF GOVERNORS OF THE ST. CLAIR COLLEGE OF APPLIED
ARTS AND TECHNOLOGY

(hereinafter called "the College")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF LAKESHORE
THE CORPORATION OF THE TOWN OF AMHERSTBURG
THE CORPORATION OF THE TOWN OF ESSEX
THE CORPORATION OF THE TOWN OF LASALLE
THE CORPORATION OF THE TOWN OF TECUMSEH

(hereinafter each individually referred to as "the Municipality" and
collectively referred to as the "Municipalities")

OF THE SECOND PART

WHEREAS the Municipalities have established a joint and common Pound
(the "Pound") at a location in the Town of Lakeshore for the detention, maintenance
and disposal of animals that have been impounded pursuant to a by-law of each of the
Municipalities;

AND WHEREAS each of the Municipalities has passed a by-law for the
seizure and impoundment of animals, none of which by-laws provide for a redemption
period of more than three (3) days or (72 hours) as defined by Section 20 of the
Animals for Research Act, R.S.O. 1990, Chapter A-22 as amended from time to time
("the Act")

AND WHEREAS the College operates a licenced research facility ("the facility") as defined and provided by the Act which licence is in full force and effect;

AND WHEREAS the Municipalities have been supplying animals to the College facility in exchange for the supply of certain services by the College;

AND WHEREAS the parties wish to incorporate into this Agreement the terms under which the supply of animals and services shall continue.

WITNESSETH that the parties hereto, in consideration of the premises and the mutual covenants hereinafter contained hereby, for themselves and their respective successors and permitted assigns, covenant and agree as follows:

1. The recitals in this Agreement are hereby acknowledged and confirmed by each party to this Agreement.
2. The expressions "pound", "redemption period", "research facility", "facility" and "animals" shall have the same meaning attributed to them in the Act.
3. Any reference to the Act herein shall include the regulations passed thereunder as the same may exist and be amended from time to time.
4. The Municipalities hereby jointly and severally agree as follows:
 - (a) to continue to maintain a Board of Management ("the Board") composed of one (1) representative from each Municipality;
 - (b) to permit a representative of the College and an inspector appointed under the Act to attend, as of right, all formal and informal meetings of the Board and

to receive notice and copies of minutes of all such meetings; it being understood that the College representative and inspector shall have a voice in the deliberations of the Board but shall have no vote;

(c) not to amend the individual by-laws of each Municipality dealing with the seizure and impoundment of animals so as to increase the minimum redemption period without doing so in concert with all of the other Municipalities and without at least six (6) months notice in writing to the College.

5. Each Municipality shall perform the following duties either individually or through the Board or pound keeper:

(a) to maintain a pound in compliance with the laws of the Province of Ontario, which shall include but not be limited to the Act and the regulations thereto, as amended from time to time;

(b) at the end of each redemption period, to transfer and deliver to the College representatives, as College property, any impounded animals that may be requested by the College representatives;

(c) to maintain and make available for inspection to representatives authorized by the College, adequate records of every animal in the Pound in accordance with the Act;

(d) to assist and co-operate with the College representatives in carrying out their duties;

(e) to notify a College representative promptly of the impoundment of all animals detained in the Pound as soon as reasonably possible during usual hours of business;

(f) to maintain in employment a pound keeper at the pound who is hereby vested with the necessary authority to deal with the College representatives in all day-to-day matters arising out of this Agreement;

(g) to make arrangements for emergency veterinary services for all animals requiring emergency veterinary services before the end of the redemption period;

(h) to accept all animal carcasses returned from the College for burial pursuant to law.

6. The College hereby agrees as follows:

(a) to provide such complement of staff and students at the Pound during working hours as, in the opinion of the College, may be required to perform its obligations under this Agreement; working hours shall be between 8:00 o'clock in the morning and 4:00 o'clock in the afternoon from Monday to Friday, inclusive, during the normal times of College operation, except for weekends and national, provincial and municipal holidays;

(b) to determine which animals are to receive euthanasia and which are to be taken to the College premises for teaching purposes as property of the College;

(c) to provide euthanasia services for animals not taken as property of the College and to conduct euthanasia by injection of barbiturates or otherwise as permitted by the Act;

(d) to provide to the Board, if requested, veterinary advice relating to Pound operations;

7. The Municipalities hereby jointly and severally warrant and represent to the College as a continuing warranty and representation (upon which the College does and will continue to rely) that shall survive the termination or expiry of this Agreement that any animal delivered to the College or to the College representatives for teaching purposes or for euthanasia shall have been retained in the Pound for the requisite redemption period and that any and all necessary preliminary requirements required by

law have been carried out by the Municipalities to permit the lawful transfer and delivery of the animals to the College.

8. Neither the College nor the Municipalities shall make any charge to the other for any of the services rendered or obligations assumed under this Agreement, and the services rendered by the College to the Municipalities pursuant to this Agreement shall constitute the consideration given by the College to the Municipalities for the transfer and delivery of the animals as required by the Act.

9. (a) Subject to the other provisions of this paragraph, this Agreement shall be effective for a period of two (2) years beginning on the 1st day of September, 2002, and ending on the 31st day of August, 2004 (the "Term") provided that this Agreement shall automatically renew upon the expiration of the Term and/or any renewal term thereof for a further two (2) year renewal term, in perpetuity, until such time as either party to this Agreement may terminate this Agreement by delivering a minimum of eighteen (18) months notice in writing to the other party prior to the expiration of the Term or any renewal term thereof;

(b) The College may terminate this Agreement, by twenty-four (24) hours' notice in writing (exclusive of weekends or any national, provincial or municipal holidays) to the Board, upon the occurrence of any one or more of the following events which any one or more of the Municipalities shall have failed to remedy within thirty (30) days of receiving written notice of the occurrence thereof:

- (i) any breach by a Municipality or by the Board of any fundamental term of this Agreement;
- (ii) the repeal of the existing by-law of each Municipality establishing a pound by any one or more of the Municipalities;
- (iii) the termination by any means by any one or more of the Municipalities of

the Agreement;

(c) The Municipalities may terminate this Agreement, by twenty-four (24) hours' notice in writing (exclusive of weekends or any national, provincial or municipal holidays) to the College, upon any breach by the College of any fundamental term of this Agreement which the College shall have failed to remedy within thirty (30) days of receiving written notice of the occurrence thereof;

(d) notwithstanding anything to the contrary contained in this paragraph or in this Agreement, in the event of circumstances beyond the control of the Board or of the Municipalities, including, without being restrictive, community disaster, strikes, fire or other casualty whereby in the opinion of the College or of the Board, the continued provision of mutual services under this Agreement would be or likely to become impossible or inadvisable, either party may suspend the operation of this Agreement permanently or until such time as the parties determine that the Agreement can be reinstated;

(e) this Agreement shall supersede the Agreement entered into by the parties dated September 1, 1980.

10. Any notice, direction or other instrument required or permitted to be given by any party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by pre-paid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure or receipt is communicated to the sender:

If to the College, addressed to it as follows:

The Secretary
The Board of Governors
St. Clair College of Applied Arts and Technology
2000 Talbot Road West
Windsor, Ontario
N9A 6S4

If to the Board addressed as follows:

The Clerk-Treasurer
The Corporation of the Town of Lakeshore
419 Notre Dame
Belle River, Ontario
N0R 1A0

Any such notice, direction or other instrument, if delivered personally shall be deemed to have been given and received on the date which it was received at such address, or if sent by mail shall be deemed to have been given and received on the date which is five (5) days after which it was mailed, provided that if either such day is not a business day, then the notice shall be deemed to have been given and received on the business day next following such date. Any notice transmitted by telecopier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first business day next following the transmission thereof. If normal mail service, telex, telecopier or other form of electronic communication is interrupted by strike, slow down, *force majeure*, terrorism or other cause, a notice, direction or other instruments by the impaired means of communication will not be deemed to be received until actually received, and the parties sending the notice shall utilize any other such service which has not been interrupted to deliver such notice.

11. Neither party shall assign this Agreement without the prior written consent of the other parties hereto.

12. Nothing herein shall constitute the College a tenant or agent of the Municipalities or the Board or the Municipalities as agents of the College.

13. The Municipalities, jointly and severally, agree to indemnify and save the College, its servants and agents, in all respects harmless against any and all manner of claims, damages, losses, costs (as between a solicitor and his own client and including counsel fees) and charges whatsoever suffered by or to the persons or property of others, either directly or indirectly, in respect of any matter or thing arising from the operation of this Agreement, which shall include but not be limited to the provision of services and advice given by the College or its representatives, servants, agents or students, to the Municipalities or to the Board pursuant to this Agreement, the use of animals by the College for teaching purposes and the performance of any euthanasia procedures by the College, arising during the Term of this Agreement or any renewal thereof. This indemnification provision shall survive the termination or expiration of this Agreement.

14. This Agreement shall be binding upon and enure to the benefit of the successors and permitted assigns of each and every of the parties hereto.

15. This Agreement may be signed in counterparts and all parties need not sign the same counterpart for the Agreement to be effective as long as the College has delivered to the Clerk of the Town of Lakeshore a counterpart bearing the signature of the authorized officers of the College and as long as each of the Municipalities has

delivered to the College a counterpart bearing the signature of the authorized officers of each Municipality.

IN WITNESS WHEREOF the Board and the Municipalities have hereunto affixed their corporate seals under the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of

) THE BOARD OF GOVERNORS OF THE
) ST. CLAIR COLLEGE OF APPLIED ARTS
) AND TECHNOLOGY

) Per:

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)

) Chairman
~~PROS WEN~~



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) Secretary *Francis France*

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) We have the authority to bind the Corporation

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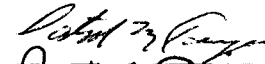
) THE CORPORATION OF THE TOWN
) OF LAKESHORE

) Per:

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) Mayor



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) Clerk *Andrew Ruest*

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) We have the authority to bind the Corporation

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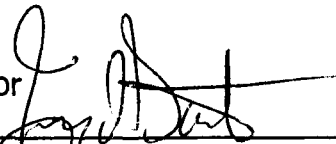
) THE CORPORATION OF THE TOWN
) OF AMHERSTBURG

) Per:

)

)

) Mayor



)

) Clerk *William*

)

) We have the authority to bind the Corporation

) THE CORPORATION OF THE TOWN
) OF ESSEX

) Per:

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Mayor

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Clerk

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We have the authority to bind the Corporation

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) THE CORPORATION OF THE TOWN
) OF LASALLE

) Per:

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Mayor

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Clerk

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) THE CORPORATION OF THE TOWN
) OF TECUMSEH

) Per:

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Mayor

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Clerk

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