

THIS AGREEMENT MADE THIS 3rd. DAY OF JUNE, 1985 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,  
hereinafter called the "Town of Pelham"  
of the FIRST PART,

- and -

THE WELLAND & DISTRICT HUMANE SOCIETY,  
hereinafter called the "Society"  
of the SECOND PART

WITNESSETH THAT in consideration of the mutual covenants herein contained, the parties agree with each other as follows:

(1) Canine Control Officer -

1.1 The Town of Pelham shall by appropriate by-law, appoint the Society as Canine Control Officer for the Town of Pelham during such time as this agreement is in force.

(2) Canine Control Services -

2.1 The Society shall be generally responsible for the enforcement of By-law #899 (1983) - being a by-law to regulate the running at large of dogs within the Town of Pelham, and for that purpose shall perform the following services:

- (1) make a general patrol of the entire Town of Pelham twice per week to a minimum of 12 hours weekly;
- (2) respond to all complaints of dogs running at large within the Town of Pelham, and impound such dogs where necessary;
- (3) issue violation tickets to persons contravening the said By-law #899 (1983);
- (4) prosecute where necessary persons contravening By-law #899 (1983);

2.2 The services described in clauses (2) and (3) of Section 2.1 shall be performed seven days per week between the hours of 8:00 a.m. and 8:00 p.m.

(3) Pound Services -

3.1 The Society shall, at its expense, provide and operate a pound at its premises on Provincial Street in the City of Welland or at such other location as the parties may agree upon and shall feed and care for all dogs therein impounded pursuant to this agreement.

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3.2 The Society shall respond, on a 24-hour basis, to all emergency calls within the Town of Pelham with respect to animals in distress, including injured and dying animals and wildlife.

3.3 The Society shall respond to calls from residents of the Town of Pelham for pickup of unwanted dogs, cats or other animals to be destroyed or otherwise disposed of, but may charge a fee to the person requesting the service.

3.4 All dogs impounded pursuant to this agreement shall be maintained for a minimum period of 72 hours; provided that -

(a) any dog certified by a qualified veterinarian to be diseased may be destroyed forthwith by agreement of such veterinarian and the poundkeeper;

(b) any dog under quarantine shall be impounded for a minimum period of 14 days, subject to the direction of the Medical Officer of Health.

3.5 The Society may release an impounded dog which is not diseased or under quarantine to the owner thereof at any time subject to the following conditions:

(a) that the dog is duly licensed and the license fee paid;

(b) that the Society's administrative and boarding fees have been paid by the owner;

(c) that a violation ticket, where applicable, has been issued to the owner.

3.6 All dogs impounded and unclaimed after the minimum impounding period shall become the property of the Society, and may be disposed of at the Society's discretion.

(4)

Dog Licensing Services -

4.1 The Society shall, as part of its duties as Canine Control Officer, enforce the provisions of By-law #646 (1980), as amended, being a by-law to license dogs and impose license fees upon the owners thereof, and in particular shall -

(1) issue licenses to owners of all dogs not licensed and running at large or impounded;

(2) issue violation tickets for contravention of By-law #646 (1980), as amended;

(3) provide a follow-up of and appropriate enforcement against dog owners delinquent in obtaining dog licenses, if so requested by the Town.

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(5) Remuneration to the Society -

5.1 The Town agrees to pay to the Society for the canine control services set forth in Sections 2 and 4, the sum of \$17,240.00 per annum.

5.2 The Town agrees to pay to the Society for the pound services set forth in Section (3):

- (a) the sum of \$11,255.00 per annum, plus
- (b) effective September 1st., 1984, an administrative fee of \$2.00 and a boarding fee of \$5.00 per day for every dog impounded and unclaimed; provided that such boarding fee shall not be charged beyond the minimum period of impounded specified in Section 3.4.

5.3 The fees set out in Sections 5.1 and 5.2 shall be subject to annual review and revision by agreement of the parties.

5.4 All fees paid to the Society in payment for dog licenses and violation tickets shall belong to the Town of Pelham, and shall be remitted promptly by the Society to the Town of Pelham.

(6) Term of Agreement -

6.1 This agreement shall be for the year January 1st., 1985 to December 31st., 1985, and shall be automatically renewed for successive one year periods unless sooner terminated in accordance with Section (7).

(7) Termination of Agreement -

7.1 Either party may terminate this agreement upon 90 days notice in writing to the other party.

7.2 Such notice may be mailed by ordinary prepaid mail to the other party, and this agreement shall terminate on the 90th. day following the date of mailing.

7.3 Notice to the Town of Pelham may be addressed to P. O. Box 400, FONTHILL, Ontario, L0S 1E0. Notice to the Society may be addressed to the Society at 60 Provincial Street, WELLAND, Ontario, L3B 5W7.

IN WITNESS WHEREOF the Parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED  
- In the Presence of -

( THE CORPORATION OF THE TOWN OF PELHAM

(

( E. G. Bergenstein

( MAYOR

( Murray Haskett

( CLERK

(

( THE WELLAND & DISTRICT HUMANE SOCIETY

(

( Sharon Coulson

( G. A. Burke