

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 009-2001

Being a by-law to authorize the Mayor and Clerk to enter into an Agreement with the Welland & District Humane Society and to appoint the said Society as Canine Control Officers.

WHEREAS the Council of the Corporation of the Township of Wainfleet deems it desirable to enter into an agreement with the Welland & District Humane Society with regard to canine control services, pound services and dog licencing services;

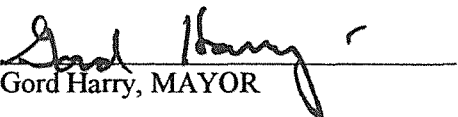
NOW THEREFORE the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Agreement attached hereto and made part of this by-law between the Corporation of the Township of Wainfleet and the Welland & District Humane Society be and the same is hereby approved.
2. **THAT** the Mayor and Clerk be and each of them is hereby authorized and instructed on behalf of the Corporation of the Township of Wainfleet to execute the said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. **THAT** the Welland & District Humane Society is hereby appointed Canine Control Officer for the purposes of enforcement of the Township of Wainfleet Dog Control By-law No. 97-2010.


BY-LAW READ A FIRST TIME THIS 13TH DAY OF MARCH 2001

BY-LAW READ A SECOND TIME THIS 13TH DAY OF MARCH 2001

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 13TH DAY OF MARCH 2001


Gord Harry, MAYOR


A.C. Guiler, CLERK-TREASURER

CERTIFIED TRUE COPY

CLERK-TREASURER
TOWNSHIP OF WAINFLEET

THIS AGREEMENT made in triplicate this 13th day of March, 2001

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM, and
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

hereinafter called "The Municipalities"

OF THE FIRST PART

- AND -

THE WELLAND & DISTRICT HUMANE SOCIETY

hereinafter called "The Society"

OF THE SECOND PART

WHEREAS The Municipalities deem it necessary to enter into an agreement with The Society for the provision of Canine Control and Humane Services within the combined municipal boundaries of the Municipalities;

AND WHEREAS The Society has agreed to enter into a partnership with The Municipalities for the purposes of those services as described in Schedules A and B attached hereto and forming part of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained the parties hereto agree with each other as follows:


1. That between the hours of 8:00 o'clock a.m. and 7:00 o'clock p.m. Monday to Friday and 8:00 o'clock a.m. and 4:00 o'clock p.m. Saturday and Sunday, the Society shall provide services for The Municipalities in accordance with the terms and conditions as described in Schedules A and B of this agreement.
2. The Society shall respond to Canine Control and Humane Services related calls after hours for The Municipalities on an emergency basis only.
3. The Society shall perform all Canine Control Services on behalf of The Municipalities in accordance with provisions of the consolidated Canine Control By-law No. 97-2010 (The By-law) as approved by the Council's of the Municipalities, and as amended from time to time.
4. The Municipalities shall be responsible for maintaining The By-law, which by-law shall be subject to review and amendment upon mutual consent of the parties hereto.
5. The Municipalities agree that The Society will be entitled to all revenue derived from the sale of dog licences and fines as set out in The By-law for the duration of this agreement.
6. The Municipalities agree to pay the Society within fourteen (14) days following the end of each quarter of the year all revenue collected on behalf of The Society for the sale of dog licences and fines and The Society hereby agrees that it will make all reasonable efforts to establish, within the boundaries of The Municipalities, additional outlets for the sale of dog licences.
7. The Society shall indemnify and save harmless The Municipalities from and against all liability, losses, damages, actions, causes of action, claims, suits, demands, expenses or costs whatsoever that may arise either directly or indirectly from the performance of the duties as described in this agreement.
8. The initial term of this agreement, subject to Paragraphs 9 & 10, shall be from the first day of January 2001 until the thirty-first day of December 2003
9. Either party may terminate this agreement upon ninety (90) days written notice.
10. The Municipalities may terminate this agreement upon any breach by The Society of its obligations or covenants contained herein.

11. Upon the expiration of the initial term, this agreement shall remain in force and effect on a month to month basis until negotiated on mutually agreeable terms or terminated by either party in accordance with Paragraph 9.
12. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and there are no other written or verbal representations hereto pertaining to the subject matter hereof. Any amendments to this agreement shall be in writing signed by all parties hereto.
13. If any term, clause or provision of this agreement shall be judged to be invalid, the validity of any other term, clause or provision shall not be affected, and any such invalid term, clause or provision shall be deleted from this agreement.
14. This agreement shall be governed by and construed in accordance with the law of the Province of Ontario.
15. This agreement shall enure to the benefit of and be binding upon the parties hereto and the respective heirs, executors and administrators, successors, transferees and permitted assigns.

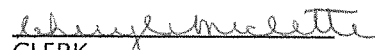
IN WITNESS WHEREOF The Municipalities have hereunto affixed their seal under the hands of their Mayors and Clerks and the Society has duly affixed the hand and seal of its authorized officers.

SIGNED, SEALED AND DELIVERED

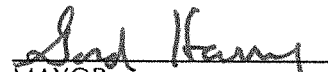
) THE CORPORATION OF THE TOWN OF PELHAM
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) MAYOR

in the presence of

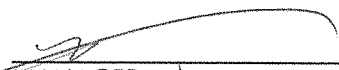
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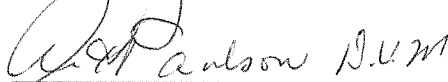
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) MAYOR

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) WELLAND & DISTRICT HUMANE SOCIETY
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) MANAGER

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) PRESIDENT
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SCHEDULE A

Terms and Conditions For the Provision of Canine Control and Humane Services Provided by the Welland & District Humane Society (The Society) For the Town of Pelham

The Society shall undertake to provide the following for Pelham:

1. All services and materials for the licensing of dogs and the issuance of identification tags for dogs.
2. Provide and maintain accurate records of all dogs licensed within Pelham.
3. Provide and maintain Canine Control services in accordance with the provisions of consolidated By-law No. 97-2010.
4. Provide and maintain Humane Services in accordance with the standards as established by provincial law.
5. Provide quarantine services as directed by the Medical Officer of Health.
6. Provide for euthanasia and disposal of stray dogs and cats.
7. Issue violation tickets for infractions of consolidated By-law No. 97-2010 and provide representation in court in the enforcement of the said by-law.
8. The extra services as described at a later point in this Schedule.

Pelham agrees to pay The Society the following:

1. All revenues from the sale of dog licenses and offence fines.
2. No other payment shall be made by Pelham to The Society for the services as previously described in this agreement with the exception of those shown below under "Extra Services & Charges".
3. The Society and Pelham hereby agree to the following extra services and charges:
 - a. Pelham agrees to pay The Society \$20.00 for each unclaimed dog found running at large in Pelham which either has to be destroyed or sold by The Society.
 - b. Pelham agrees to pay The Society \$10.00 for each unclaimed stray cat found in Pelham which has to be destroyed or sold by The Society.
 - c. Pelham agrees to pay The Society \$10.00 per day to a maximum of \$100.00 for each dog or cat ordered to be quarantined by the Medical Officer of Health when the owner of such dog or cat cannot be ascertained.
 - d. The Society agrees that the upset limit to be paid by Pelham for the extra services for euthanasia and disposal noted in (a) and (b) above shall not exceed \$2,500 for the year 2001, \$2,600.00 for the year 2002 and \$2,700.00 for the year 2003.

SCHEDULE B

Terms and Conditions For the Provision of Canine Control and Humane Services Provided by the Welland & District Humane Society (The Society) For the Township of Wainfleet

The Society shall undertake to provide the following for Wainfleet:

1. All services and materials for the licensing of dogs and the issuance of identification tags for dogs.
2. Provide and maintain accurate records of all dogs licensed within Wainfleet.
3. Provide and maintain Canine Control services in accordance with the provisions of consolidated By-law No. 97-2010.
4. Provide and maintain Humane Services in accordance with the standards as established by provincial law.
5. Provide quarantine services as directed by the Medical Officer of Health.
6. Provide for euthanasia and disposal of stray dogs and cats.
7. Issue violation tickets for infractions of consolidated By-law No. 97-2010 and provide representation in court in the enforcement of the said by-law.
8. The extra services as described at a later point in this Schedule.

Wainfleet agrees to pay The Society the following:

1. All revenues from the sale of dog licenses and offence fines.
2. No other payment shall be made by Wainfleet to The Society for the services as previously described in this agreement with the exception of those shown below under "Extra Services & Charges".
3. The Society and Wainfleet hereby agree to the following extra services and charges:
 - a. Wainfleet agrees to pay The Society \$20.00 for each unclaimed dog found running at large in Wainfleet which either has to be destroyed or sold by The Society.
 - b. Wainfleet agrees to pay The Society \$10.00 for each unclaimed stray cat found in Wainfleet which has to be destroyed or sold by The Society.
 - c. Wainfleet agrees to pay The Society \$10.00 per day to a maximum of \$100.00 for each dog or cat ordered to be quarantined by the Medical Officer of Health when the owner of such dog or cat cannot be ascertained.
 - d. The Society agrees that the upset limit to be paid by Wainfleet for the extra services for euthanasia and disposal noted in (a) and (b) above shall not exceed \$1,500 for the year 2001, \$1,600.00 for the year 2002 and \$1,700.00 for the year 2003.