

THIS AGREEMENT made in triplicate this 22nd day of May, 2007

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called "The Municipality"

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 municipal boundary of the Municipality;

AND WHEREAS The Society has agreed to enter into an agreement with The Municipality for the purposes of those services as described in Schedule A 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 Municipality in accordance with the terms and conditions as described in Schedule A 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 Municipality in accordance with provisions of the consolidated Canine Control By-law, currently in place (The By-law) as approved by the Council of the Municipality, and as amended from time to time.
4. The Municipality 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 Municipality agrees that The Society will be entitled to all revenue derived from the sale of dog licenses as set out in The By-law for the duration of this agreement.
6. The Municipality agrees 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 licenses and The Society hereby agrees that it will make all reasonable efforts to establish, within the boundaries of The Municipality, additional outlets for the sale of dog licenses.
7. The Municipality agrees to pay The Society within fourteen (14) days following the end of each quarter of the year the sum of: \$5,000.00 to a maximum of \$20,000.00 for the year 2007, \$5,425.00 to a maximum of \$21,700.00 for the year 2008, \$5,862.50 to a maximum of \$23,450.00 for the year 2009 and \$6,312.50 to a maximum of \$25,250.00 for the year of 2010.
8. The Society shall indemnify and save harmless The Municipality 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.
9. The initial term of this agreement, subject to Paragraphs 10 and 11, shall be from the first day of January 2007 until the thirty-first day of December 2010.

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 Municipality)

The Society shall undertake to provide the following for The Municipality:

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 The Municipality.
3. Provide and maintain Canine Control services in accordance with the provisions of the consolidated Canine Control By-law, currently in place.
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 Provincial Offences Tickets (Certificates of Offence) for infractions of the Canine Control By-law currently in place and provide representation in court, in the enforcement of the said by-law.

The Municipality agrees to pay The Society the following:

1. All revenues from the sale of dog licenses at the end of each yearly quarter.
2. The fee schedules outlined in article 7 of this agreement.
3. \$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.